(650) 583-4400
Fax (650) 583-4611
www.smharbor.com

San Mateo County Harbor District
Board of Harbor Commissioners
Meeting Agenda

March 4, 2015
6:30 p.m.

Sea Crest School, Think Tank, Room #19
901 Arnold Way
Half Moon Bay, Ca. 94019

All Harbor District Commission meetings are recorded and posted at www.PacificCoast.tv within 24-48 hours of the meeting. Pacifica residents can tune into Comcast Chanel 26 and residents from Montara through Pescadero can tune into Comcast Chanel 27. Copies of the meetings can also be purchased from PCT and mailed for $18.

Persons requiring special accommodation with respect to physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400.

Roll Call

Commissioners	Staff
Sabrina Brennan, President	Scott A. Grindy, Acting General Manager & Treasurer
Tom Mattusch, Vice President	Debra Galarza, Director of Finance
Nicole David, Secretary	Marietta Harris, Human Resource Manager
Robert Bernardo, Commissioner	Charles White, Acting Harbor Master - OPM
Pietro Parravano, Commissioner	John Draper, Acting Harbor Master - PPH
	Debbie Nixon, Deputy Secretary
	Steven Miller, District Counsel

Public Comments/Questions -

The Public may directly address the Board of Harbor Commissioners for a limit of three minutes, unless a request is granted for more time, on any item of public interest within the subject matter jurisdiction of the San Mateo County Harbor District, Board of Harbor Commissioners that is not on the regular Agenda. If a member of the public wishes to address the Board on an Agenda Item, that person must complete a Public Speaker Form and wait until that Item comes up for discussion. Agenda material may be reviewed at the administration offices of the District, 400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080 or online at www.smharbor.com.

Persons requiring special accommodation with respect to physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400.

Staff Recognition-

Consent Calendar

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

1	TITLE:	**Minutes of *Special* Meeting February 04, 2015**
	REPORT:	Draft minutes
	PROPOSED ACTION:	Approval
2	TITLE:	**Minutes of Meeting February 04, 2015**
	REPORT:	Draft minutes
	PROPOSED ACTION:	Approval

New Business

3	TITLE:	**Proclamation for Marietta Harris**
	REPORT:	Parravano, Proclamation
	PROPOSED ACTION:	Approve Proclamation
4	TITLE:	**Information Item: Resource Conservation District First Flush Study Results**
	REPORT:	Grindy, Kellyx Nelson
	PROPOSED ACTION:	Information Only
5	TITLE:	**Possible Change in Location of Three Captains' Hoist at Pillar Point Harbor**
	REPORT:	Brennan, Memo, Attachments
	PROPOSED ACTION:	To be determined
6	TITLE:	**Athletic Event Permit for Ryan Coelho**
	REPORT:	Harris, Memo
	PROPOSED ACTION:	Approve Athletic Event Permit
7	TITLE:	**Parity of Commissioner Benefits**
	REPORT:	Harris, Memo
	PROPOSED ACTION:	To be determined

8	TITLE:	**Review and Revisit RFP Process for Legal Services**
	REPORT:	Parravano
	PROPOSED ACTION:	To be determined
9	TITLE:	**Authorize Award of Contract to Regional Government Services for Interim Management Services**
	REPORT:	David
	PROPOSED ACTION:	Approve contract
10	TITLE:	**Quarterly Investment Report**
	REPORT:	Galarza, Report
	PROPOSED ACTION:	Accept report
11	TITLE:	**Bills and Claims in the Amount of $147,990.11**
	REPORT:	Bills and Claims Detailed Summary
	PROPOSED ACTION:	Approval of Bills and Claims for payment and a transfer in the amount of $147,990.11 to cover payment of Bills and Claims

Staff Reports: a) Administration and Finance

12 Acting General Manager – Grindy

13 Director of Finance – Galarza

14 Human Resources Manager – Harris

b) Operations

15 Oyster Point Marina/Park – White

16 Pillar Point Harbor – Draper

Board of Harbor Commissioners

17 A. Committee Reports

Communications and Marketing Committee – Brennan (2/16/15)

Beach Replenishment Committee – David, Parravano (2/17/15)

B. Commissioner Statements and Requests

1. The Board of Harbor Commissioners may make public statements limited to five (5) minutes.

2. Any Commissioner wishing to place an item on a future agenda may make a motion to place such an item on a future agenda

Adjournment

The next scheduled meeting will be held on March 18, 2015 at the Municipal Services Building, 333 Arroyo Drive, South San Francisco at 6:30 p.m.

Agenda Posted As Required:
January 26th at 11:00 a.m.

Debbie Nixon
Deputy Secretary

ITEM 1

(650) 583-4400
Fax (650) 583-4611
www.smharbor.com

San Mateo County Harbor District
Board of Harbor Commissioners
Special Meeting Minutes

February 4, 2015
5:00 p.m.

Sea Crest School, Think Tank, Room #19
901 Arnold Way
Half Moon Bay, Ca. 94019

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Roll Call

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Sabrina Brennan, President		Scott A. Grindy, Acting General Manager & Treasurer
Tom Mattusch, Vice President		
Nicole David, Secretary	x	Debra Galarza, Director of Finance
Robert Bernardo, Commissioner	x	Marietta Harris, Human Resource Manager
Pietro Parravano, Commissioner	x	Charles White, Acting Harbor Master - OPM
	x	John Draper, Acting Harbor Master - PPH
		Debbie Nixon, Deputy Secretary
		Steven Miller, District Counsel

x-absent

Public Comments/Questions – None.

The Commissioner adjourned to closed session at 5:02 p.m. to meet on two items. First the Board will meet pursuant to Government Code Section 54957(b)(1) to consider a matter regarding public employment as stated on the agenda, and second the Board will meet pursuant to Government Section Code 5496.8 on a real property matter. The negotiators are identified as Scott Grindy and Randy Kinghorn for the District, and the negotiating party is Working Dirt LLC, Billy Daniels and the property in question is 504 Avenue Alhambra, El Granada, CA 94018.

Draft

Brennan arrived at 5:03 p.m.

Closed Session

1	TITLE:	**Public Employee Appointment. Government Code Section 54957(b)(1): General Manager**
2	**TITLE:**	**Conference with Real Property Negotiators. California Government Code Section 54956.8.**
	PROPERTY:	**504 Avenue Alhambra, El Granada, CA 94018**
	DISTRICT NEGOTIATOR:	**Scott Grindy and Randy Kinghorn**
	NEGOTIATING PARTY:	**Working Dirt LLC, Billy Daniels**
	UNDER NEGOTIATION:	**Price and terms of payment**

There was no reportable action from closed session.

Adjournment

The Board adjourned the meeting at 6:30 p.m.

The next regular scheduled meeting will be held on February 4, 2015 at Sea Crest School, Think Tank, Room #19, 901 Arnold Way, Half Moon Bay at 6:30 p.m.

Debbie Nixon
Deputy Secretary

Sabrina Brennan
President

10851917.1

Draft

ITEM 2

(650) 583-4400
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San Mateo County Harbor District
Board of Harbor Commissioners
Meeting Minutes

February 4, 2015
6:30 p.m.

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Roll Call

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	Tom Mattusch, Vice President		
	Nicole David, Secretary	x	Debra Galarza, Director of Finance
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	Pietro Parravano, Commissioner		Charles White, Acting Harbor Master - OPM
			John Draper, Acting Harbor Master - PPH
			Debbie Nixon, Deputy Secretary
			Steve Miller, District Counsel

x-absent

David announced that at the last Board meeting, a lot of people were inconvenienced due to a long closed session. She stated the Board met at 5:00 p.m. today to have closed session and will try to hold closed session meetings prior to the regular meetings going forward. **(2:53)**

Public Comments/Questions – McHenry passed out information to the Board. **(3:50)**

Draft

Staff Recognition – None.

Consent Calendar

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

Item 1 was removed from the consent calendar. **(5:48)**

(6:00)

2 TITLE: **Minutes of Meeting January 7, 2015**
REPORT: Draft minutes
PROPOSED ACTION: Approval

Action: Motion by Mattusch, second by Parravano to approve the minutes. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch
Abstention: Parravano

New Business

(6:40)

1 TITLE: **Minutes of Meeting December 3, 2014**
REPORT: Draft minutes
PROPOSED ACTION: Approval

Action: Motion by Parravano, second by Bernardo to approve the minutes. The motion passed.

Ayes: Bernardo, Brennan, Parravano
Abstention: David, Mattusch

Draft

(7:50)

3	TITLE:	**Presentation on Analysis of Fees for Fish Off-Loading, Wholesale Purchase, & Retail Sales**
	REPORT:	Grindy, Memo, Attachments
	PROPOSED ACTION:	Information Only

Parravano recused himself from this item.

(23:15) Public Comment – Mike McHenry was in favor of changing the fish buyers fees.

No action was taken on this information item.

(45:55)

4	TITLE:	**Presentation on Fish Buyer Lease Revenue Verification**
	REPORT:	Grindy, Memo, Attachments
	PROPOSED ACTION:	Information Only

Parravano recused himself from this item.

No action was taken on this information item.

(56:40)

5	TITLE:	**Commercial Activity Permit for Bay Area Water Trucks**
	REPORT:	Draper, Memo, Application
	PROPOSED ACTION:	Approve Commercial Activity Permit for Bay Area Water Trucks

Action: Motion by Parravano, second by Mattusch to approve a Commercial Activity Permit for Bay Area Water trucks. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(59:00)

6	TITLE:	**Additional Task: Cox Wooten Lerner Griffin Hansen & Poulos LLP**
	REPORT:	Grindy, Memo, Attachment
	PROPOSED ACTION:	Approve increasing the legal expense with Cox Wootton Lerner Griffin Hansen & Poulos LLP in an amount not to exceed $10,000

Draft

Action: Motion by Parravano, second by Bernardo to approve increasing the legal expense with Cox Wooten Lerner Griffin Hansen & Poulos LLP in an amount not to exceed $10,000.00. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(1:12:15)

7 TITLE: **Cancel July 1, 2015 Meeting**
REPORT: Grindy, Memo
PROPOSED ACTION: Cancel July 1, 2015 meeting

Action: Motion by Parravano, second by Bernardo to cancel the July 1, 2015 meeting. The motion passed.

Ayes: Bernardo, Brennan, Mattusch, Parravano
Nays: David

(1:13:30)

8 TITLE: **Maintenance to Pillar Point Harbor Moorings and Replacement of Missing/Lost Moorings**
REPORT: Draper, Memo
PROPOSED ACTION: Approve proposal from U.S. Mooring System to do maintenance on Pillar Point Harbor moorings and replace missing moorings

Action: Motion by Bernardo, second by David to approve the proposal from U.S. Mooring Systems to do maintenance on Pillar Point Harbor moorings and replace missing moorings. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(1:17:37)

9 TITLE: **Purchase Marina Trash Skimmer for Pillar Point Harbor**
REPORT: Draper, Memo
PROPOSED ACTION: Approve the purchase of a marina trash skimmer from Marina Accessories

Action: Motion by David, second by Bernardo to reject the purchase of the trash oil skimmer and direct staff to explore alternatives for a pilot study. The motion passed.

Draft

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

(1:24:50)

10 TITLE: **Bills and Claims in the Amount of $172,287.69**
REPORT: Bills and Claims Detailed Summary
PROPOSED ACTION: Approval of Bills and Claims for payment and a transfer in the amount of $172,287.69 to cover payment of Bills and Claims

Action: Motion by Parravano, second by David to approve the bills and claims. The motion passed.

Ayes: Bernardo, David, Mattusch, Parravano
Nays: Brennan

Staff Reports: a) Administration and Finance

11 Acting General Manager – Grindy (1:37:20)

- Support Letter for Assembly Bill "Pacific to Plate"

Grindy presented his report.

12 Director of Finance – Galarza (1:40:00)

Harris presented the report.

13 Human Resources Manager – Harris (1:41:16)

Harris presented her report.

b) Operations

14 Oyster Point Marina/Park – White (1:44:55)

White presented his report.

15 Pillar Point Harbor – Draper (1:50:30)

Draper presented his report.

Draft

Board of Harbor Commissioners

(1:53:00)

16 A. Committee Reports

Administration Office Committee – Brennan, Mattusch

Mattusch stated that no decisions have been made and several properties are being looked at.

Executive Search Committee – David, Mattusch

David stated that the Executive Search Committee met on January 29th to discuss next steps.

David stated that the Water Quality and Public Safety Committee would be meeting on February 12, 2105 at 7:00 p.m. at the Resource Conservation District's office in Half Moon Bay.

David stated that the Beach Replenishment Committee would be meeting on February 17, 2015 at 7:00 p.m. at the Half Moon Bay Yacht Club.

Brennan stated that the Communications and Marketing Committee will be meeting on February 16, 2015 at 7:00 p.m. at the Half Moon Bay Yacht Club.

Brennan stated that a Finance Committee meeting will convene soon and a date is being decided on.

B. Commissioner Statements and Requests **(2:01:40)**

1. The Board of Harbor Commissioners may make public statements limited to five (5) minutes.

David acknowledged a letter the Board received from the Midcoast Community Counsel on January 28, 2015 regarding the Pillar Point RV Park outlining concerns regarding public coastal views, Surfer's Beach day use parking lot, public restrooms, and light pollution. David volunteered to meet with the Midcoast Community Counsel and the lease holder to begin talks about possible solutions.

Parravano welcomed Commissioners David and Mattusch to the Harbor Commission.

Parravano referred to a comment made by a member of the public at the January 21, 2015 meeting regarding the lack of Minutes from the December 3, 2014 meeting and

Draft

stating that they were late. Parravano stated that staff has had a lot of demands such as preparing for a special meeting, the holidays just occurred. He stated staff had responded by preparing the Minutes for the December 3, 2014 and January 7, 2015 meetings.

Parravano expressed concern regarding Committees including members of the public on the committee and stated there was no policy in place for this type of selection.

Parravano stated that the last couple of meetings there has been a change in the staff report between what is included in the staff report and amendments made after the Board packet is distributed.

Parravano stated at the last meeting, Grindy stated that he is working 80-90 hours per week. He asked for a written report from Grindy to see how his hours are being distributed.

Parravano stated he was concerned with the flow of emails. He stated that in the spirit of transparency, he asked that when the Acting General Manager receives an email request from a Commissioner, that all Commissioners be copied on the response.

Mattusch stated that asking the Acting General Manager increase his work load and felt that was counter-productive.

Brenan stated the she did not want other emails on items she has not inquired on.

Brennan agreed with Mattusch and stated that requesting an update on work load status is ironic.

Brennan commented on an issue that came up at the last Board meeting where a member of the public stated that the fish buyers were not paying for their electrical hooked up to the bait freezers. She stated that she received an email from Acting General Manager clarifying that staff conducted an inspection and found the electrical was hooked up correctly.

Brennan reported that there have been a lot of IT issues with the Harbor District's emails and she was experiencing problems. She stated that at some point down the road the Board might want to consider doing something different like using District issued devises so they can be maintained by the District's IT department.

2. Any Commissioner wishing to place an item on a future agenda may make a motion to place such an item on a future agenda **(2:15:35)**

Action: Motion by Mattusch, second by David to agendize an item on the next agenda to have a draft Request for Proposal for the Oyster Point Bait and Tackle

shop at Oyster Point Marina/Plaza. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

Action: Motion by Mattusch, second by David to agendize an information item on an agenda regarding the status of the vacant space at Pillar Point Harbor. The motion passed.

Ayes: Bernardo, Brennan, David, Mattusch, Parravano

Action: Motion by Parravano, second by Bernardo to revisit the Request for Proposal process from the January 7, 2015 meeting to see if there was a better way the Commission could have conducted its decision on the executive search firm it did choose. The motion failed.

Action: Motion by David, second by Mattusch to agendize a letter to the Coastal Regional Sediment Management Plan suggesting the inclusion of Surfers Beach as a pilot project for Board discussion and vote. The motion passed.

Ayes: Brennan, David, Mattusch
Nays: Bernardo, Parravano

Adjournment

Action: Motion by Mattusch, second by Bernardo to adjourn the meeting. The motion passed at 9:12 p.m.

The next scheduled meeting will be held on February 18, 2015 at the Municipal Services Building, 333 Arroyo Drive, South San Francisco at 6:30 p.m.

Debbie Nixon
Deputy Secretary

Sabrina Brennan
President

Draft

ITEM 3

PROCLAMATION FROM THE
SAN MATEO COUNTY HARBOR DISTRICT COMMISSION
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
* * * * * * * * *
TO HONOR

MARIETTA HARRIS

PROCLAIMED, by the San Mateo County Harbor District Board of Harbor Commissioners, County of San Mateo, State of California, that

WHEREAS, Marietta Harris has been a highly respected member of the San Mateo County Harbor District management team since January 8, 2008; and

WHEREAS, Marietta, as a dedicated employee of the District, brought a high level of professionalism to her duties as Human Resource Manager, and worked to develop a culture of professional excellence among her colleagues; and

WHEREAS, Marietta enthusiastically sought out new leadership opportunities beyond her routine human resources work assisting the General Manager; and

WHEREAS, Marietta discharged all duties and responsibilities of her employment in an exemplary manner throughout her tenure with the Harbor District and in so doing provided continuous and immeasurable support to the General Manager;

NOW, THEREFORE, BE IT KNOWN THAT THE SAN MATEO COUNTY HARBOR DISTRICT BOARD OF HARBOR COMMISSIONERS hereby extends its best wishes to Marietta Harris upon the occasion of her resignation on March 6, 2015 following seven years of faithful and dedicated service on behalf of the staff, the Board of Harbor Commissioners, and the community of the San Mateo County Harbor District and further extends its sincere best wishes for a rewarding and fulfilling future.

WITNESS my hand and the seal of the San Mateo County Harbor District this 4th day of March 2015.

COMMISSIONERS: _____ ***President***

_____

_____

_____

_____

Draft

San Mateo County Harbor District

ITEM 4

Board of Harbor Commissioners

Sabrina Brennan, President
Tom Mattusch, Vice President
Nicole David, Secretary
Robert Bernardo, Commissioner
Pietro Parravano, Commissioner

Scott Grindy, Acting General Manager & Treasurer

INFORMATION ONLY

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

Staff Report

POSSIBLE CHANGE IN LOCATION OF THREE CAPTAINS' HOIST AT PILLAR POINT HARBOR

Recommendation

Option 1

Authorize and Direct the Acting General Manager to notify all three fish buyers in writing that future hoist installations and/or proposed hoist location changes will be brought to the Harbor Commission for consideration during regular Harbor Commission meetings.

Require that all necessary permits be obtained in advance of hoist installation.

Require that copies of all permits be provided to the Harbor District General Manager for verification before final approval of hoist installation.

Option 2

Authorize and Direct the Acting General Manager to send a letter notifying Three Captains that the Harbor District is discontinuing the March 28, 2014 probationary agreement effective April 2, 2015. The lessee will have until July 2, 2015 to remove the hoist and apply for a location change that must be approved by the Harbor Commission.

And Authorize and Direct the Acting General Manager to notify all three fish buyers in writing that future hoist installations and/or proposed hoist location changes will be brought to the Harbor Commission for consideration during regular Harbor Commission meetings.

Require that all necessary permits be obtained in advance of hoist installation.

Require that copies of all permits be provided to the Harbor District General Manager for verification before final approval of installation.

Option 3

Direct the Acting General Manager to continue the District's approval of the present location of Three Captains second hoist location while its application for a Coastal Development Permit is pending, and revisit the issue of the location of the hoist until after the Coastal Commission has acted on the issue.

Background

On April 15-16, 2014 a new hoist was installed on Johnson Pier near the fuel dock. The hoist location was approved by the Harbormaster for a one-year probationary period ending April 1, 2015.

The Harbor Commission has authority to determine hoist locations on Harbor District property. The 2012 Fish Buyer lease agreements specify the following terms:

Fish Buyer Lease Agreement 9.0

9.1 Use

(b.) (i)

Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.

9.2.2 Compliance with Laws and Legal Requirements.

Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

Harbor District Probationary Agreement

On March 28, 2014 the owner of Three Captains signed an agreement with Harbormaster Scott Grindy. The agreement was first provided to the Harbor Commission on January 16, 2015, ten months after it was signed.

The content of the March 28, 2014 agreement follows:

For our records and files, you are authorized to install the noted hoist on the face side of the Johnson Pier at the location we have recently agreed to.

Your installation will be a "probationary or tentative" installation and location for up to 1 year as a trial for our use review. The end date of the noted 1-year will be April 1, 2015. Being this is your equipment, if there is a move required due to issues, the cost of location change will be borne by Three Captains.

The working space for the second hoist is to be 25 feet long and 8 feet wide/deep and area will be marked by a red line of paint to identify the space. As part of this activity the original space across the pier will be given up upon hoist installation and red line painted in.

Additionally, please make copies of any and all signed off permits and if so required copies of hoist certification inspections and forward them to me.

Thank you for working with us on this installation opportunity and striving to keep the fish unloading safe and secure for all parties.

Permit Status

To date a required Coastal Development Permit (CDP) has not been obtained by Three Captains.

On Nov. 6, 2014 the California Coastal Commission removed a proposed CDP waiver from the Deputy Director's Report for the Nov. 2014 Coastal Commission hearing. Currently CDP application number 2-14-1592 is being processed however additional information was requested by Coastal Commission staff.

Because Coastal Commission staff considers the CDP application to be incomplete a hearing date has not been set.

Refrigerated Bait Containers

Board action on Jan. 21 2015 (Item 10) approved notifying the Coastal Commission that an electrical project CDP for relocation of refrigerated containers on Johnson Pier will no longer be requested.

Analysis
Safety is paramount for operating any equipment on Johnson pier, and added congestion has the potential of causing an unsafe condition on the pier.

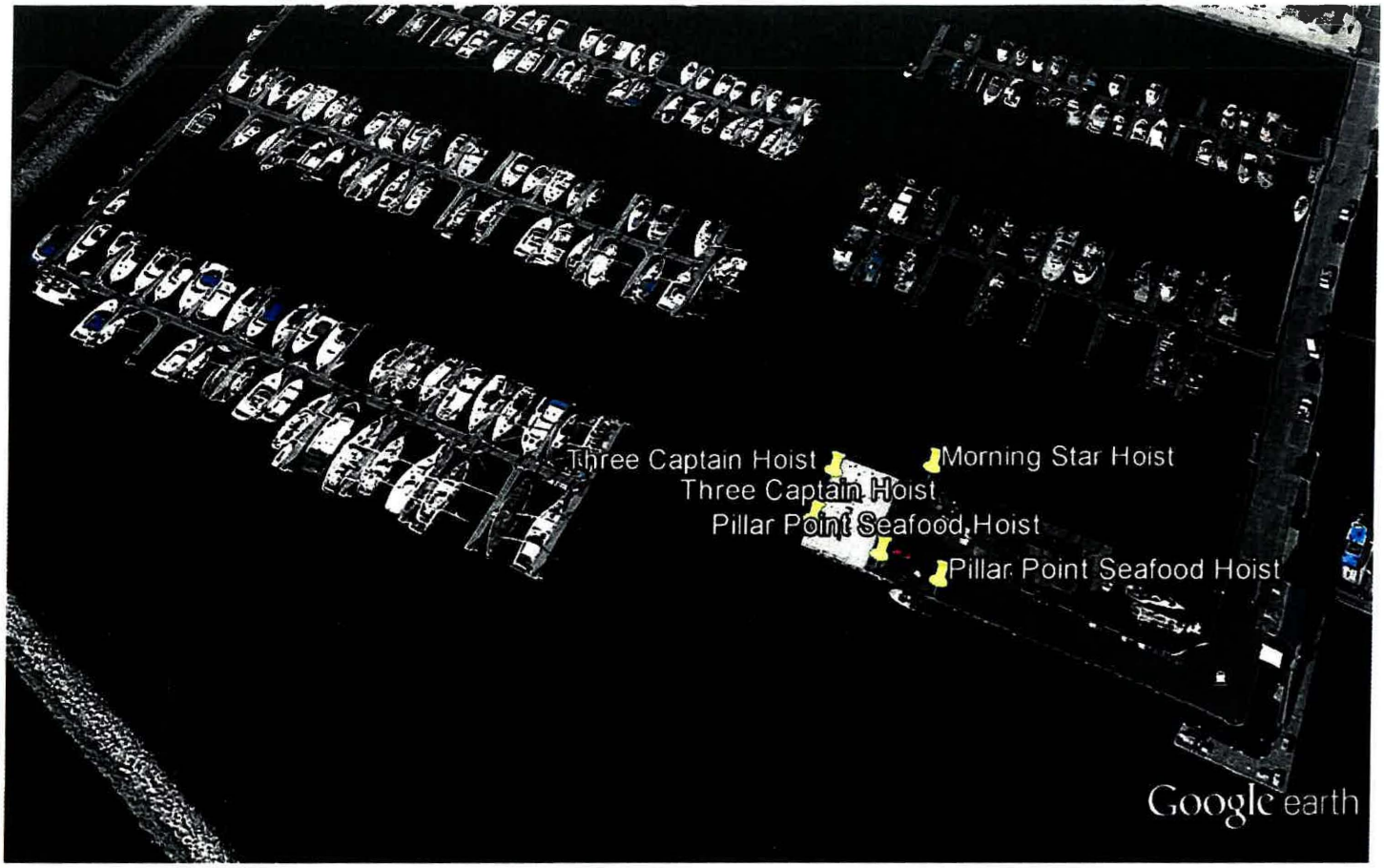
Fiscal Impact
Because the lessee has not obtained a CDP they cannot use the hoist therefore the District is not obtaining any fee revenue. The potential for safety concerns should outweigh future revenue considerations.

Conclusion
Limiting hoist location to less congested traffic areas would improve operational safety conditions on Johnson Pier and better serve the District and the public.

Alternatives

After a Coastal Development Permit is obtained, monitor operational safety concerns for an additional time period or until an accident/injury occurs.

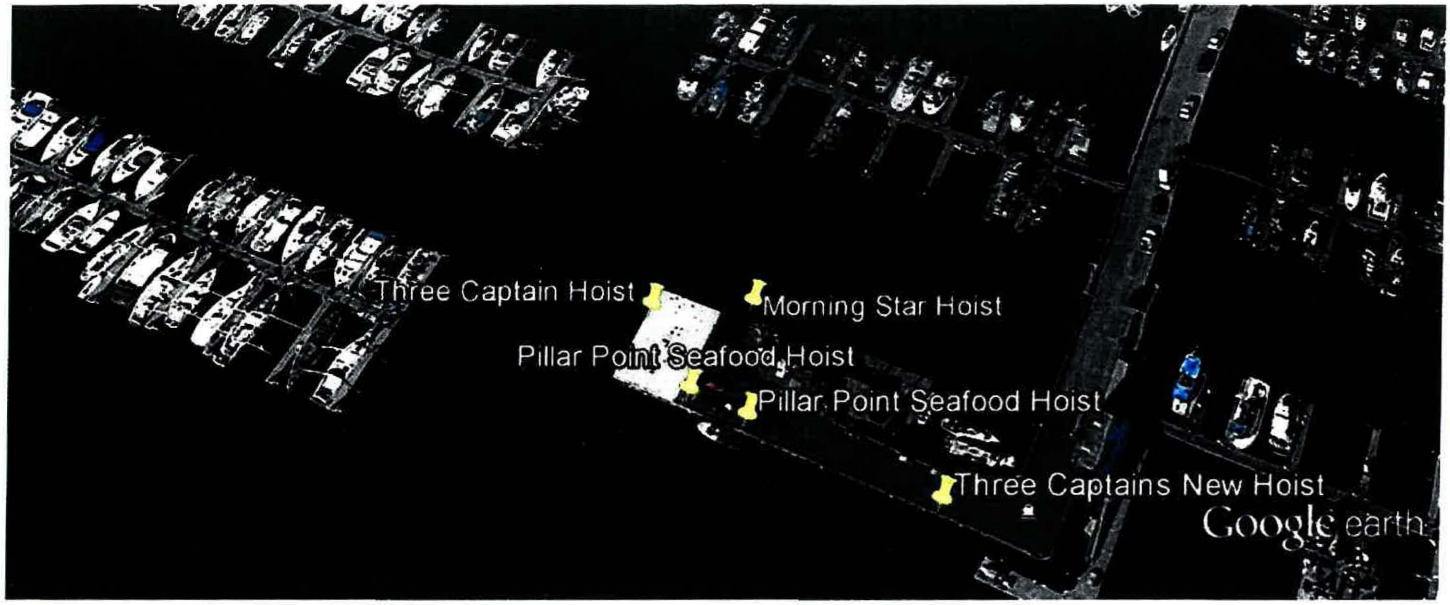
MAPS



Google earth

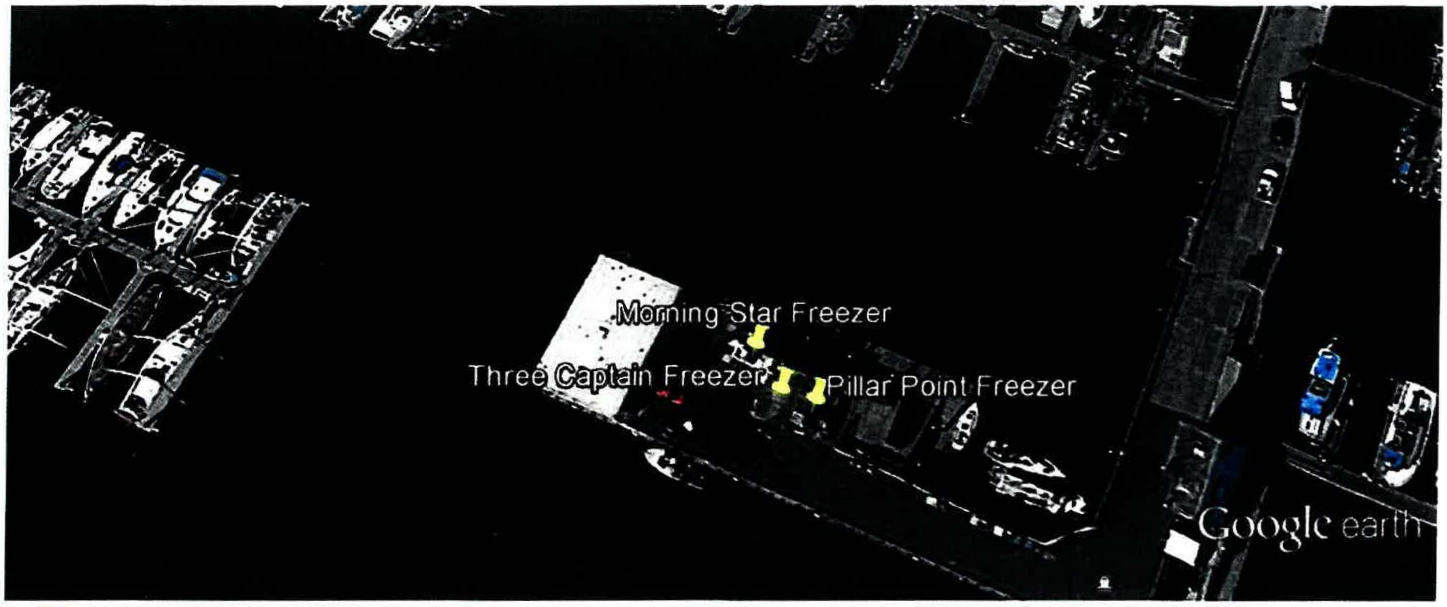
feet 300
meters 100

HOIST ORIGINAL LOCATIONS



Three Captains New Hoist

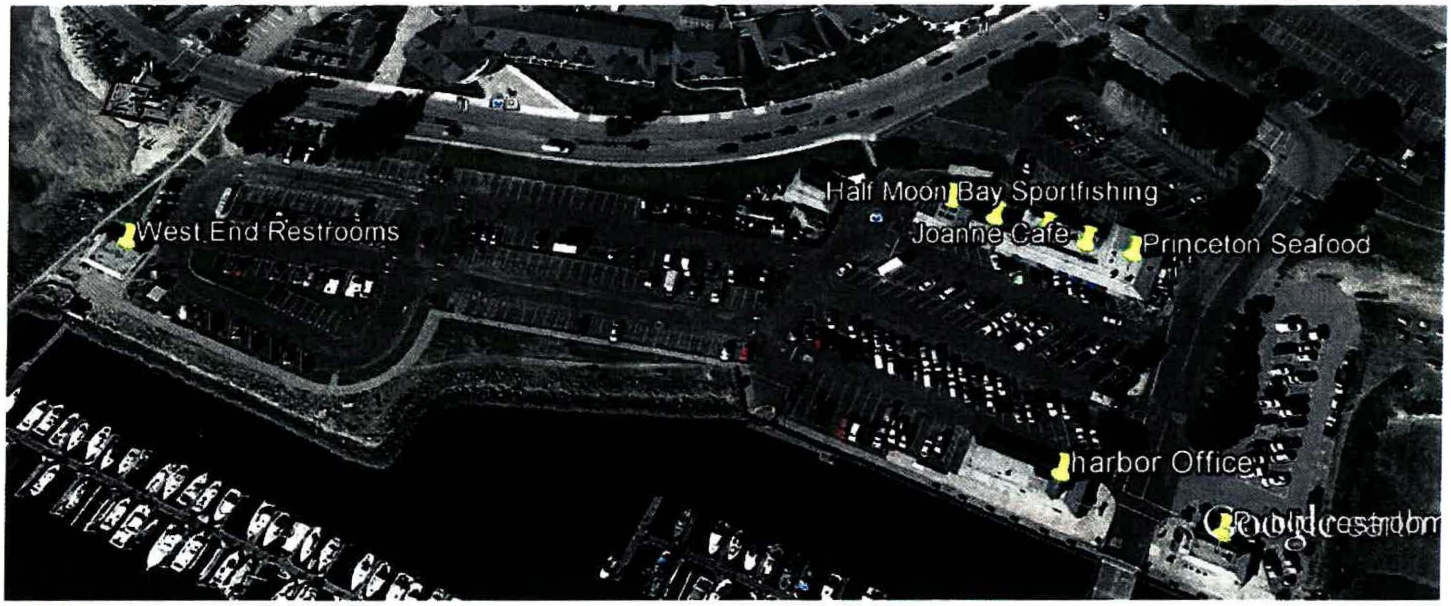
HOIST PRESENT LOCATIONS



Pillar Point Freezer

PIER BAIT FREEZER LOCATIONS

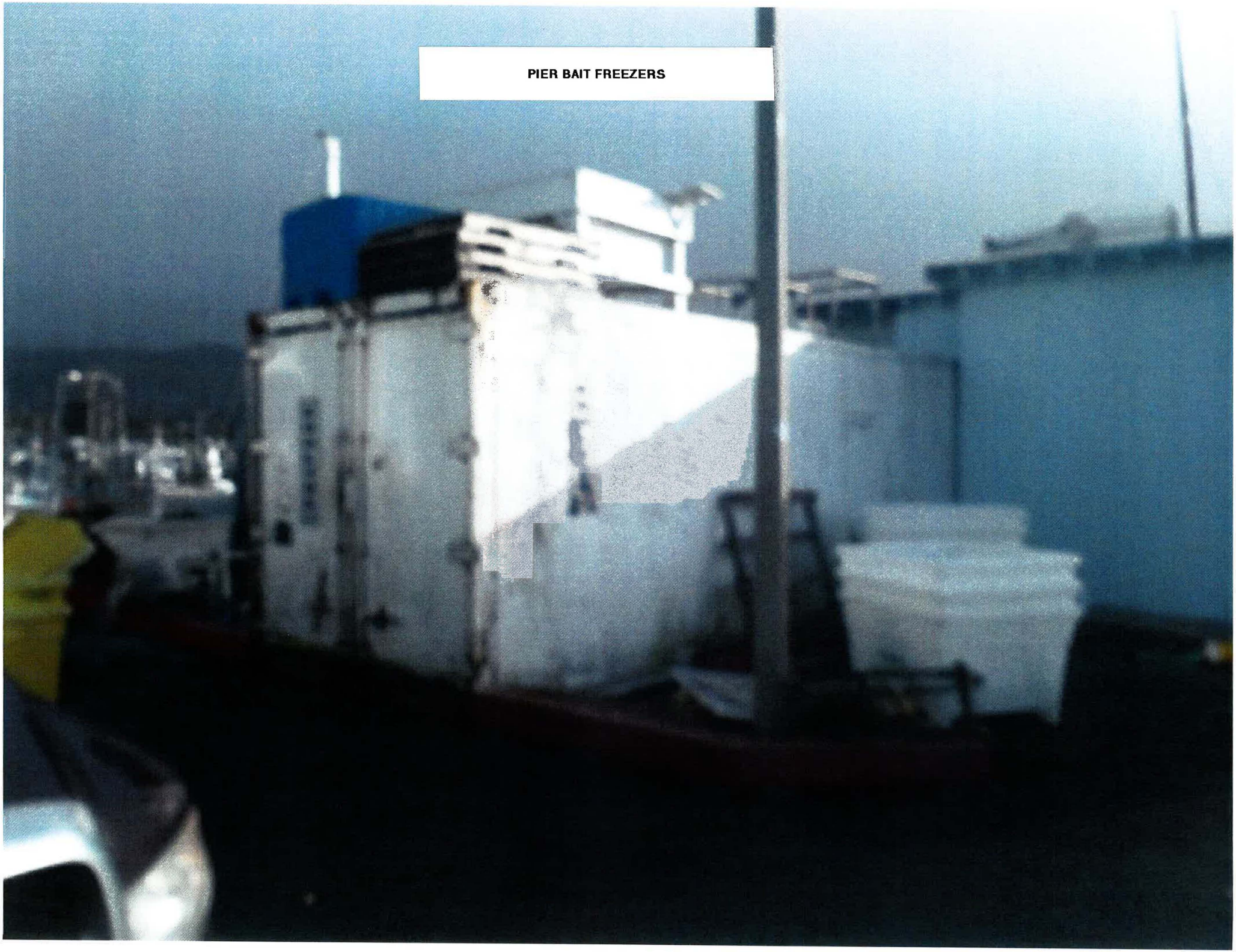
Pillar Point Seafood



harbor Office

PIER BAIT FREEZERS

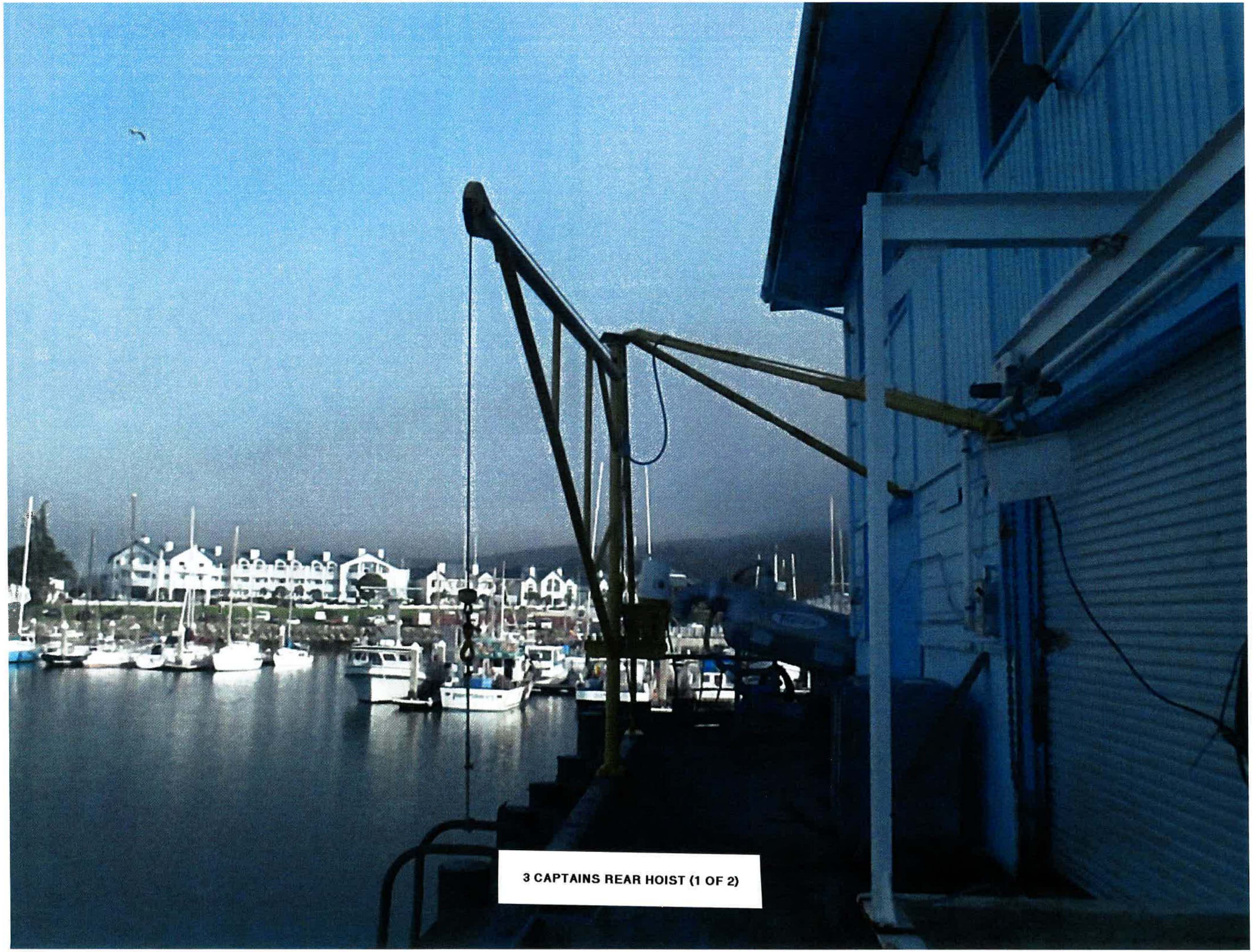
PIER BAIT FREEZERS


PIER BAIT FREEZERS

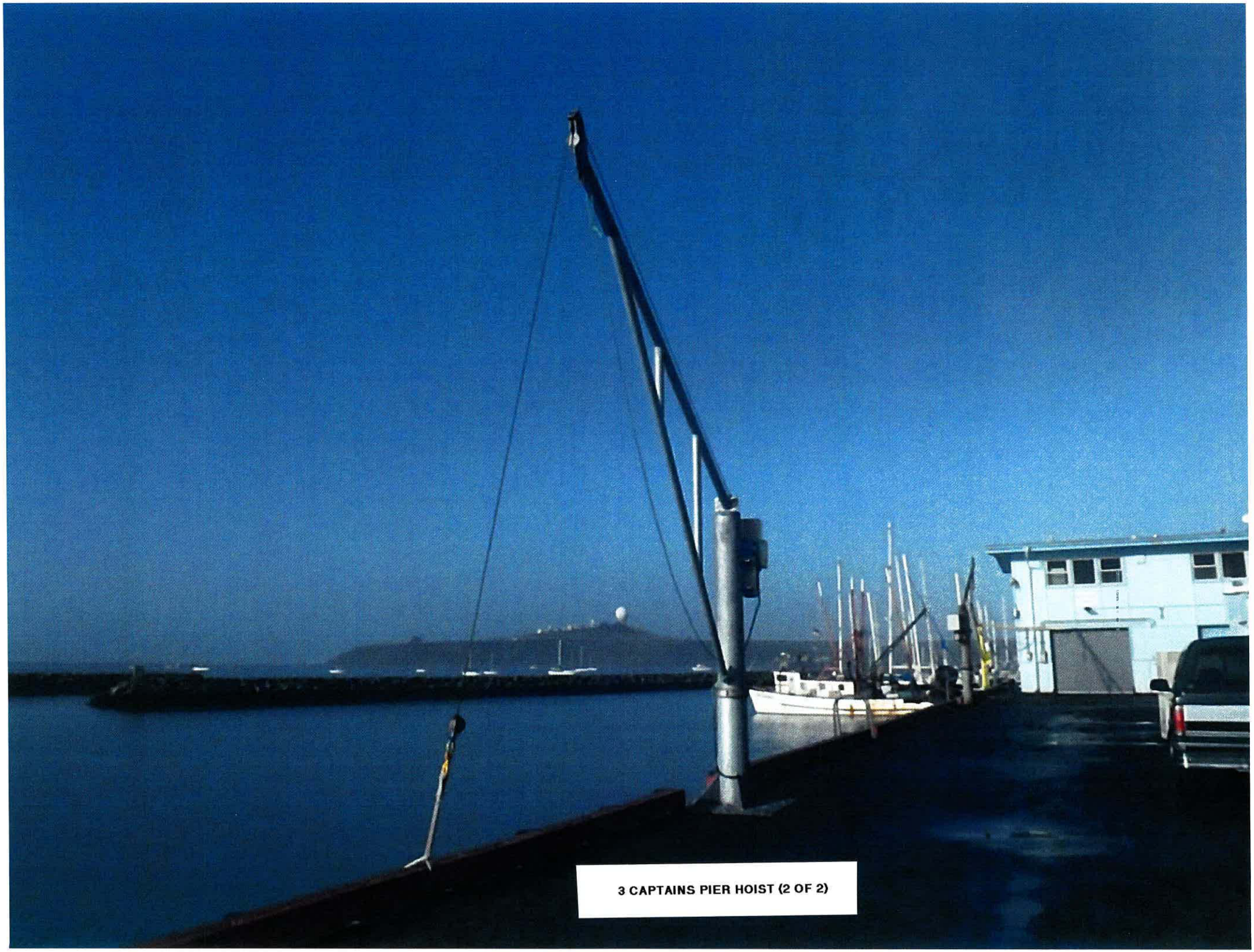
PIER BAIT FREEZERS

PILLAR POINT SEAFOOD HOISTS(2) (GRAY AND YELLOW)

MORNINGSTAR HOIST (1)



3 CAPTAINS REAR HOIST (1 OF 2)



3 CAPTAINS PIER HOIST (2 OF 2)

February 17, 2015 (/notes/2015/2/17/march-4-2015-meeting-documents)

March 4, 2015 Meeting Documents (/notes/2015/2/17/march-4-2015-meeting-documents)

Feb. 11, 2015 — Coastal Commission Letter (/s/CCC-Letter-to-Three-Captains.pdf) to Three Captains

Jan. 8, 2015 — Young deNormandie Letter (/s/Young-deNormandie-Letter-to-SMCHD-counsel.pdf) to SMCHD counsel

Dec. 12, 2014 — Coastal Commission Letter (/s/Dec12-CoastalCommission-Hoist.pdf) to Three Captains

Dec. 9, 2014 — HMB Seafood Marketing Association Letter (/s/4g-HMBSMAtoCC-EconomicImpact-Dec2014.pdf) to Coastal Commission

Nov. 6, 2014 — HMB Seafood Marketing Association meets with Coastal Commission in San Francisco office. Waiver recommendation is pulled and full permit is required.

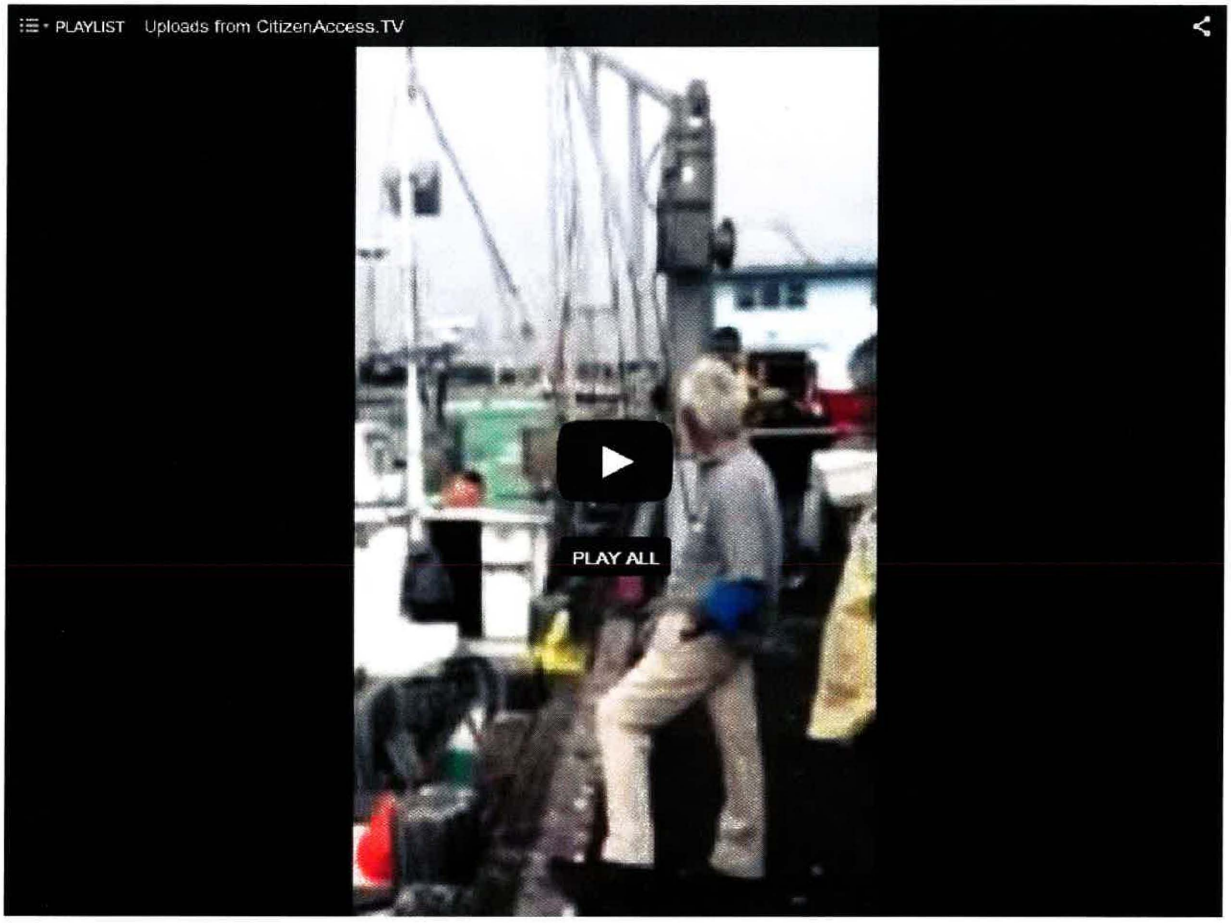
Oct. 30, 2014 — Coastal Commission Proposed Permit Waiver (/s/103014-CCC-Notice.pdf)

Sept. 24, 2014 — SMCHD Permit Letter (/s/SMCHD-Letter-to-Three-

Captains.pdf) to Three Captains

Sept. 23, 2014 — SMCHD Counsel Letter (/s/9242014-Miller-to-Pillar-Point-Letter.pdf) To Pillar Point Seafood Counsel

Aug. 24, 2014 — Video: Three Captains Hoist offloading Salmon



July 9, 2014 — Grand Jury Report (http://www.sanmateocourt.org/documents/grand_jury/2013/harbordistrict.pdf) Released: "What is the Price of Dysfunction?"

May 21, 2014 — HMB Seafood Marketing Association Letter (/s/4f-HMBSMA-SMCHD-FishBuyingFees-May2014.pdf) to Harbor Commission

April 18, 2014 — Daily Journal article: New fish hoist raises concerns at Pillar Point (http://www.smdailyjournal.com/articles/lnews/2014-04-18/new-fish-hoist-raises-concerns-at-pillar-point-san-mateo-county-harbor-district-approves-fish-buyers-request-fishermen-dont-like-it/1776425121743.html)

2014 — SMCHD Letter (/s/SMCHD-Letter-to-CCC.pdf) to the Coastal Commission (no date on this letter)

April 15-16, 2014 — **New hoist was installed on Johnson Pier**

March 28, 2014 — SMCHD Probationary Agreement (/s/4e-HarbortoThreeCaptains-tempapproval-March2014.pdf) with Three Captains (this letter not provided to the board until Jan 2015)

March 18, 2014 — SMCHD Letter (/s/4d-HarbortoTenantsHoistcompliance-March2014.pdf) to Fish Buyers

March 5, 2014 — Meeting Video: Report on Morning Star Fisheries fallen hoist

Feb. 21, 2014 — The Morning Star Fisheries hoist falls into the harbor

Feb. 5, 2014 — Three Captains Letter (/s/Three-Captains-Sea-Letter.pdf) to Harbor Commissioners

Jan. 15, 2014 — HMB Seafood Marketing Association delivered Letter (/s/4b-HMBSMA-SMCHD-Jan2014.pdf) to Harbor Commission during regular board meeting.

Jan. 15, 2014 — Peter Grenell emphatically denied (http://www.hmbreview.com/news/new-harbor-hoist-raises-an-uproar/article_0846eb30-cb49-11e3-8aa5-0019bb2963f4.html) decisions on a hoist were being made confidentially during a Harbor District meeting. "I take the concerns that we've heard quite seriously," Grenell said. "No one's operating in a black box or a vacuum. That's not how we do business."

Jan. 7, 2014 — Agenda Item 12: Informational Report (/s/4a-InformationalReport-Grindy-Jan2014.pdf) - Hoists on Johnson Pier

Nov. 6, 2013 — Peter Grenell's email (/s/RE-New-hoist-going-in-on-Johnson-Pier) to Commissioner Brennan: "Mr. Fortado does not have approval to install another hoist on Johnson Pier. As you will discover upon reading the pertinent lease language, the Harbor District must give prior approval; **that means the Harbor Commission**. Mr. Grindy and I have discussed another hoist for Mr. Fortado, and possibly for Mr. Mallory, or some shared arrangement. Alternative locations have been discussed with Mr. Fortado but nothing has been finalized. The idea of a public hoist has also arisen for consideration."

Oct. 30, 2013: Three Captains pulls County electrical permit #BLD2013-01869.

June 25, 2013 — Bettencourt Fisheries/Snyder Miller & Orton Letter (/s/3a-Bettencourt-GrandJury-June2013.pdf) publicly requesting Civil Grand Jury investigation

March 27, 2013 — Lease (/s/Three-Captains-Fish-Buyer-Lease_2013.pdf) between SMCHD and Fish Buyers

9.0 USE; LIMITATIONS ON USE

9.2.1 Prohibited Uses. The parties hereto agree that the following acts, occurrences or conduct by Tenant on or from the Premises are strictly prohibited:

(a) Engaging in, assisting, aiding or abetting in any act that constitutes a violation of any Law.

(b) Obstructing vessel or vehicle traffic on Harbor waters or land area.

9.2.2 Compliance with Laws and Legal Requirements. Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

9.2.4 Waste; Nuisance. Tenant shall not cause, maintain or permit any unreasonable annoyance or nuisance in, on, or about the Premises or on any Landlord property or Harbor waters. Tenant shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

Nov. 13, 2012 — Fourth buying/offloading lease email (/s/2d-4thHoistDenial-

Nov2012.pdf) from Peter Grenell

Sept. 10, 2012 — Bettencourt Fisheries fourth buying/offloading location follow up letter (/s/2c-Bettencourt-toGrenell-Sept2012.pdf)

Aug. 22, 2012 — Bettencourt Fisheries proposal (/s/2b-Bettencourt-4th-Space-Proposal-Aug2012.pdf) for a fourth buying/offloading location

Johnson Pier Drawing (/s/Johnson-Pier-Drawing.pdf)

Coastal Commission Post Local Coastal Program (LCP) certified Map 1 (/s/PCert_61_Montara-Mountain.pdf) and Map 2 (/s/PCert_62_Half-Moon-Bay-ksph.pdf)

Pillar Point Harbor photo from 1972

FEBRUARY 11, 2015

COASTAL COMMISSION LETTER TO

THREE CAPTAINS

STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY EDMUND G. BROWN JR., GOVERNOR

CALIFORNIA COASTAL COMMISSION
NORTH CENTRAL COAST DISTRICT OFFICES
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105
PHONE: (415) 904-5260
FAX: (415) 904-5400
WEB: WWW.COASTAL.CA.GOV

15 RCVD

February 11, 2015

Mr. Larry Fortado
Three Captains
P.O. Box 1971
El Granada, CA 94018

Mr. Mark Scheer
Young de Normandie
Second and Seneca Building
1191 Second Avenue, Suite 1901
Seattle, Washington 98101

RE: Incomplete Filing Status of Coastal Development Permit (CDP) Application No. 2-14-1592 (Three Captains, Half Moon Bay, San Mateo County)

Dear Mr. Fortado and Mr. Scheer:

Thank you for your submittal dated January 9, 2015 and received in our San Francisco office on January 16, 2015. We received information you submitted to the San Francisco office on January 29, 2015 that was provided in support of your request for a CDP. Staff is proceeding with the processing of your CDP application as we informed you in our letter to you dated December 12, 2014 and during our telephone discussion today (February 11, 2015). As conveyed to you previously in the December 12th letter there may be additional materials necessary for filing purposes dependent upon the nature of the information you provide in response the letter-request. The CDP application, as we discussed today, is incomplete because there is additional information needed for our review, in light of the issue that has been brought to staff's attention with respect to Coastal Act §§ 30234 and 30234.5. The application cannot be deemed complete in accordance with the Commission's Administrative Regulations (Title 14 CCR § 13056).

Commission Jurisdiction

In response to your statements regarding permit jurisdiction, the Commission has permit jurisdiction as provided by Coastal Act Section 30601. The proposed development/hoist is installed on Johnson Pier, at Pillar Point Harbor, which is located between Highway 1 and the sea. The area is under the retained jurisdiction of the Coastal Commission. Coastal Act Section 30601 states in relevant part below.

> **Section 30601:** *Prior to certification of the local coastal program and, where applicable, in addition to a permit from a local government pursuant to subdivision (b) or (d) of Section 30600, a coastal development permit shall be obtained from the commission for any of the following:*
>
> *(1) Developments between the sea and the first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tide line of the sea where there is no beach,*

whichever is the greater distance. (2) Developments not included within paragraph (1) located on tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, stream, or within 300 feet of the top of the seaward face of any coastal bluff.

Information Required

Please provide the following information.

1. **Appendix D – Declaration of Posting.** Your submittal, received in our office on January 16, 2015 does not include evidence of the required posting. Please post the notice (on yellow paper) that includes the North Central Coast District Office address and submit evidence of the posting, as we previously requested.

2. **Economic, Commercial, and Recreational Needs of Commercial Fishing Industry**. We previously asked you to provide a detailed description of baseline conditions (prior to installation of the hoist) and current conditions (after installation of the hoist) on the pier, such as any congestion issues and the cause(s). You indicate in your submittal that that there will not be any change to the baseline conditions on the pie r and further state that more fishermen can unload at one time. If there is more frequent turn-around time for the fishing boats (that would use the new hoist) would this create an opportunity for those fishing boats to go back out to sea and return with additional catch/product resulting in an increase in activity and the transporting of product to and on the pier? Would the additional and more frequent product being brought to the pier as a result, cause more congestion unloading and transporting the project on the pier? Please demonstrate that traffic flow on the pier would not change significantly with the new hoist. The new hoist includes a required 8 foot by 8 foot red-marked area adjacent to it. What is the purpose of this area and how does it relate to the free and clear area that the Harbor District requires on the pier? Will this 8 by 8 foot area worsen (or contribute to) congestion on the pier?

   You state that the difference with the existing conditions and conditions with the new hoist is that it would be more convenient for fishermen to deliver to Three Captains and for loading equipment because they will not need to go through the existing fish buyers building to access the hoist. Please discuss if and how congestion or conflicts currently occur with the other tenants and or activities being conducted on the pier prior to and after installation of the new hoist. As we previously requested, include in your discussion/analysis as much quantified information as possible, such as estimated delays in time that may occur with loading and off-loading products and equipment, and time delays that may occur to other tenants due to congestion related to the location of the new hoist. You state that the new hoist will allow the same product to move through Johnson Pier faster. How much time does it take to unload boats from the original hoist location; and how much quicker will it be with the new hoist?

3. **Alternatives Analysis.** You provide evidence that the Harbor District, in-line with the conditions of the lease with Three Captains Sea Products, approved the location of the new hoist. This is supported by the September 24, 2014 letter to Three Captains. The September 24, 2014 letter however does not specifically mention the fueling dock used by the fishermen and recreational

boaters located at Johnson Pier in the vicinity of the new hoist. Please confirm if the location of the new hoist with respect to the fueling facility was considered through this approval and whether or not the new hoist affects access to or use of the fueling dock.

Please submit the above-requested information to me by no later than Wednesday February 18, 2015. We will hold your application for six months from today's date (i.e., until August 11, 2015) pending receipt of the information listed above. The application will again be reviewed after all of the above-listed materials have been received, and will be filed as complete if all is in order pursuant to Government Code Section 65943(a). Please submit all of the requested materials at the same time. There may be additional materials necessary for filing purposes dependent upon the nature of the information you provide in response to this letter request.

Please note that if staff does not receive all of the above-listed materials within six months, application number 2-14-1592 will be considered withdrawn and returned to you. This submittal deadline may be extended for good cause if you submit/make a request prior to August 11, 2015. Feel free to contact me at the address and phone number listed in the letterhead if you have any questions regarding this CDP application.

Sincerely,

Renée T. Ananda

Renée T. Ananda
Coastal Program Analyst
North Central Coast District

Enclosure

Cc: Stuart Grunow
David Holbrook, Senior Planner, San Mateo County Planning
Scott Grindy, Acting Harbor Master, Pillar Point Harbor
Lisa Damrosch, Half Moon Bay Seafood Marketing Association

APPENDIX D
(Permit Application)

DECLARATION OF POSTING

Prior to or at the time the application is submitted for filing, the applicant must post, at a conspicuous place, easily read by the public and as close as possible to the site of the proposed development, notice that an application for the proposed development has been submitted to the Commission. Such notice shall contain a general description of the nature of the proposed development. The Commission furnishes the applicant with a standardized form to be used for such posting. If the applicant fails to post the completed notice form and sign the Declaration of Posting, the Executive Director of the Commission shall refuse to file the application. 14 Cal. Code Regs. Section 13054(d).

Please sign and date this Declaration of Posting form when the site is posted; it serves as proof of posting. It should be returned to our office with the application.

Pursuant to the requirements of California Administrative Code Section 13054(b), I hereby certify that on, _____ I or my authorized representative posted the **Notice of Pending Permit** for application to obtain a coastal development permit for the development of

(date of posting)

_____

_____

_____

(description of development)

Located at _____

_____

(address of development or assessor's parcel number)

The public notice was posted at _____

_____

(a conspicuous place, easily seen by the public and as close as possible to the site of the proposed development)

_____

(signature)

_____

(date)

NOTE: Your application cannot be processed until this ***Declaration of Posting*** *is signed and returned to this office.*

FOR OFFICE USE ONLY

PERMIT NUMBER ..... _____

RECEIVED ..... _____

DECLARATION COMPLETE ..... _____

JANUARY 8, 2015

YOUND DENORMANDIE LETTER TO SMCHD COUNSEL

YOUNG deNORMANDIE

MARK SCHEER
mscheer@ydnlaw.com

January 8, 2015

VIA E-MAIL AND U.S. MAIL

Steven D. Miller
Partner
Hanson Bridgett, LLP
425 Market Street, 26th floor
San Francisco, CA 94105

Re: *Three Captain Sea Products, Inc.*

Dear Mr. Miller:

Thank you very much for taking my call today. As we discussed, Young deNormandie, P.C. represents Three Captains Sea Products, Inc., the ("Tenant"). I appreciate the frank discussion regarding the hoist installation on Johnson Pier in Half Moon Bay ("Hoist").

As you stated in your September 24, 2014 letter (a copy of which is attached for your ease of reference):

> **The placement of the additional hoist --- which Three Captains Sea Products, like Pillar Point Seafood, has a right to under Section 9.0(b)(i) of the Lease -- was approved by the District's Harbor Master after careful consideration of the location of the existing fire protection equipment, the location of existing freezers, and the needs of the work dark. Locating the hoist and any other location would have required impractical relocation of other facilities, to the detriment of all lessees, including Pillar Point Seafood.**

As we discussed, Tenant is a party to a valid and enforceable lease. Under that lease, Tenant is entitled to a second hoist. The installation and location of the Hoist was approved by the San Mateo County Harbor District (the "Landlord"). As your September 24, 2014 letter acknowledges, Pillar Point is a tenant of Landlord's, just like Three Captains. Pillar Point Seafood is in an adjacent space to that that is subject to the space held by Tenant.

Sabrina Brennen is a member, and now the President, of the San Mateo County Harbor District Board of Harbor Commissioners ("Commission") – and therefore a representative the Landlord.

As we discussed, Ms. Brennan is engaged in actions which appear to be actionable, acting in a fashion which is a direct conflict of interest between the Landlord and Tenant, is in bad faith and breaches the lease between Tenant and Landlord:

First, as you can see in the attached correspondence, Ms. Brennan, in her official capacity, is actively attempting to block the approval of Coast Development Permit Waiver 2-14-1592-W ("Waiver") which is currently pending before the California Coastal Commission ("Coastal Commission") See the attached Notice of Proposed Permit Waiver dated October 30, 2014 in which states, in relevant part:

> **Pursuant to Title 14, Section 13238 of the California code of regulations, and based on project plans and information submitted by the applicants regarding the proposed development, executive director of the California coastal commission hereby waives the requirement for it CDP for the following reasons:**
>
> **The proposed project will facilitate existing marine use by allowing for ongoing operations in support of commercial fishing. It will ensure the economic and commercial use of the harbor and reduce congestion at Johnson pier during periods seasonal, high volume, fish-loads. The site does not contain sensitive habitat and the proposed project includes best management practices to avoid and minimize potential impacts to the water quality of the harbor in coastal waters. The project will not have a significant impact on visual resources, public access, or biological resources. For all the above reasons, the proposed project is consistent with chapter 3 of the Coastal Act. . . . [t]his waiver is proposed to be reported to the Commission on November 13, 2014, in Half Moon Bay.**

Ms. Brennan's impermissible actions are evidenced by the attached correspondence which reflects that:

- She uses the same email address (Sabrina@dfm.com) to correspond with the Coastal Commission that she utilizes to conduct official business of the Commission (see correspondence from 2014 related to the "Morning Star Hoist" – also attached).

- She met with representatives of the Coastal Commission on November 6, 2014. Not coincidentally, later the same day, the Coastal Commission issued a Notice of Executive Director's Changed Recommendations, removing the Waiver from the November 13, 2014 Coastal Commission agenda; and

- The Coastal Commission response to the public records request was directed and addressed to Ms. Sabrina Brennen in her capacity as a member of the "San Mateo County Harbor District Board of Harbor Commissioners" (a copy of that correspondence is attached).

Secondly, Ms. Brennan's actions are intended to be to the direct benefit of Pillar Point Seafoods, Michael McHenry and Porter McHenry. It is a conflict of interest and is in bad faith for Landlord's representative (Ms. Brennan) to promote the financial interests of one tenant at the detriment of the financial interests of another tenant.

Finally, because Tenant is entitled to the Hoist under its lease and now the Landlord's representative is actively working to deprive Three Captain of a benefit that it is admittedly entitled to, and the installation and location of which was expressly approved by the Landlord, Landlord is in breach of the lease with Three Captains.

Tenant has suffered significant damages as a result of the breach of contract, the bad faith and conflict of interest actions of Ms. Brennan. The commercial Dungeness crab fishery opened on November 15, 2014. The Waiver was going to be approved at the November 13, 2014. As a result of Ms. Brennan's actions which resulted in the removal of the Waiver from the Coast Commission's November 13 agenda, Tenant was not able to utilize the Hoist during the 2014-2015 season and, as a consequence, lost thousands in additional profits and will continue to lose revenue so long as Tenant is unable to use the Hoist.

Tenant demands that Ms. Brennan immediately cease and desist with any actions which may be detrimental to the interests of Three Captains under its lease with Landlord, including any action which may have the result of limiting or impeding the approval of the Waiver before the Coastal Commission. Should Ms. Brennan, or any of the Commissioners, continue to act in a way that is in bad faith and violates the terms of the lease, Three Captains will have no choice but to seek redress in the Courts and an award of damages, cost and attorney fees. Three Captains Seafood Products reserves all rights in law and equity. Thank you.

Sincerely,

YOUNG deNORMANDIE, P.C.

Mark Scheer

With Exhibits.

DECEMBER 12, 2014

COASTAL COMMISSION LETTER TO

THREE CAPTAINS

CALIFORNIA COASTAL COMMISSION
NORTH CENTRAL COAST DISTRICT OFFICES
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105
PHONE: (415) 904-5260
FAX: (415) 904-5400
WEB: WWW.COASTAL.CA.GOV

December 12, 2014

Mr. Larry Fortado
Three Captains
P.O. Box 1971
El Granada, CA 94018

Mr. Mark Scheer
Young de Normandie
Second and Seneca Building
1191 Second Avenue, Suite 1901
Seattle, Washington 98101

RE: Incomplete Filing Status of Coastal Development Permit (CDP) Application No. 2-14-1592 (Three Captains, Half Moon Bay, San Mateo County)

Dear Mr. Fortado and Mr. Scheer:

This filing status letter follows our teleconference call with Mark Scheer on December 9, 2014 during which we discussed the status of your request for authorization to install a new hoist on Johnson Pier at Pillar Point Harbor. Staff originally proposed issuance of waiver; however, it was removed from the Deputy Director's Report for the November hearing because new information was presented by the fishing community as to the proposed hoist's potential effect on operations and economic conditions for the fishing community in the area of Johnson Pier/Pillar Point Harbor. A Notice of the Executive Director's Changed Recommendations regarding the issuance of a waiver was sent to you and distributed to the public on November 6, 2014. We are, therefore, going to proceed with processing your CDP application and expect to bring your request for the installation of a new hoist to the Commission for hearing and action in February 2014.

The CDP application is incomplete because there is additional information needed for our review, in light of the issue that has been brought to staff's attention with respect to Coastal Act §§ 30234 and 30234.5 (see attachments). The application cannot be deemed complete in accordance with the Commission's Administrative Regulations (Title 14 CCR § 13056). Please provide the following information, some of which we discussed during the November 6, 2014 telephone call.

1. **Appendix D – Declaration of Posting.** Please re-post the notice (on yellow paper) that includes the North Central Coast District Office address and submit evidence of the posting. I have enclosed the applicable form for you to use.

2. **Economic, Commercial, and Recreational Needs of Commercial Fishing Industry**. Provide an analysis of the proposed new hoist's impact on current commercial fishing operations and businesses on Johnson Pier. Provide a detailed description of baseline/current conditions on the pier, such as congestion and the cause(s). The analysis must address loading and unloading at the location, and assess whether or not the new hoist at the proposed location has the potential to

impede movement of equipment and or affect other harbor-associated activities in the vicinity, e.g. fueling and use of the pump-out for vessel holding tanks. Include in the analysis a discussion of potential impacts to other members of harbor/fishing community and businesses under conditions with and without the new hoist.

The analysis must include as much quantified information as possible, such as estimated delays in time that may occur with loading and offloading products and equipment. Your discussion should also address the potential effect on offload revenues.

3. **Alternatives Analysis.** Provide an Alternatives Analysis that identifies other locations for the installation of the hoist and possible modifications that could possibly be made to operations.

4. **Local Approval.** Evidence of required local approval received.

Please submit the above-requested information to me by the first full week of January, preferably no later than January 7, 2015. We will hold your application for six months from today's date (i.e., until Friday, June12, 2015) pending receipt of the information listed above. The application will again be reviewed after all of the above-listed materials have been received, and will be filed as complete if all is in order pursuant to Government Code Section 65943(a). Please submit all of the requested materials at the same time. There may be additional materials necessary for filing purposes dependent upon the nature of the information you provide in response to this letter request.

Please note that if staff does not receive all of the above-listed materials within six months, application number 2-14-1592 will be considered withdrawn and returned to you. This submittal deadline may be extended for good cause if you submit/make a request prior to June 12, 2015. Feel free to contact me at the address and phone number listed in the letterhead if you have any questions regarding this CDP application.

Sincerely,

Renée T. Ananda
Coastal Program Analyst
North Central Coast District

Enclosure

Cc: Stuart Grunow
David Holbrook, Senior Planner, San Mateo County Planning
Scott Grindy, Acting Harbor Master, Pillar Point Harbor
Lisa Damrosch, Half Moon Bay Seafood Marketing Association

(b) Dredging and spoils disposal shall be planned and carried out to avoid significant disruption to marine and wildlife habitats and water circulation. Dredge spoils suitable for beach replenishment should be transported for these purposes to appropriate beaches or into suitable longshore current systems.

(c) In addition to the other provisions of this section, diking, filling, or dredging in existing estuaries and wetlands shall maintain or enhance the functional capacity of the wetland or estuary. Any alteration of coastal wetlands identified by the Department of Fish and Game, including, but not limited to, the 19 coastal wetlands identified in its report entitled, "Acquisition Priorities for the Coastal Wetlands of California", shall be limited to very minor incidental public facilities, restorative measures, nature study, commercial fishing facilities in Bodega Bay, and development in already developed parts of south San Diego Bay, if otherwise in accordance with this division.

For the purposes of this section, "commercial fishing facilities in Bodega Bay" means that not less than 80 percent of all boating facilities proposed to be developed or improved, where the improvement would create additional berths in Bodega Bay, shall be designed and used for commercial fishing activities.

(d) Erosion control and flood control facilities constructed on watercourses can impede the movement of sediment and nutrients that would otherwise be carried by storm runoff into coastal waters. To facilitate the continued delivery of these sediments to the littoral zone, whenever feasible, the material removed from these facilities may be placed at appropriate points on the shoreline in accordance with other applicable provisions of this division, where feasible mitigation measures have been provided to minimize adverse environmental effects. Aspects that shall be considered before issuing a coastal development permit for these purposes are the method of placement, time of year of placement, and sensitivity of the placement area.

(Amended by: Ch. 673, Stats. 1978; Ch. 43, Stats. 1982; Ch. 1167, Stats. 1982; Ch. 454, Stats. 1983; Ch. 294, Stats. 2006.)

Section 30234 Commercial fishing and recreational boating facilities

Facilities serving the commercial fishing and recreational boating industries shall be protected and, where feasible, upgraded. Existing commercial fishing and recreational boating harbor space shall not be reduced unless the demand for those facilities no longer exists or adequate substitute space has been provided. Proposed recreational boating facilities shall, where feasible, be designed and located in such a fashion as not to interfere with the needs of the commercial fishing industry.

Section 30234.5 Economic, commercial, and recreational importance of fishing

The economic, commercial, and recreational importance of fishing activities shall be recognized and protected.

(Added by Ch. 802, Stats. 1991.)

Section 30235 Construction altering natural shoreline

Revetments, breakwaters, groins, harbor channels, seawalls, cliff retaining walls, and other such construction that alters natural shoreline processes shall be permitted when required to serve coastal-dependent uses or to protect existing structures or public beaches in danger from erosion, and when designed to eliminate or mitigate adverse impacts on local shoreline sand supply. Existing marine structures causing water stagnation contributing to pollution problems and fishkills should be phased out or upgraded where feasible.

DECEMBER 09, 2014

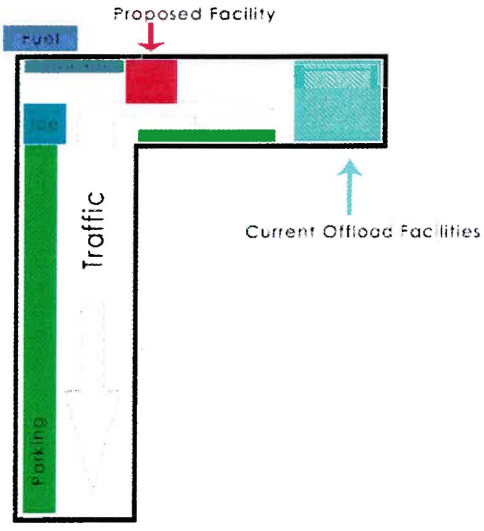
HMB SEAFOOD MARKETING ASSOCIATION LETTER TO COASTAL COMMISSION

To: Renee Ananda – California Coastal Commission
From: Lisa Damrosch- Half Moon Bay Seafood Marketing Association
Re: CDP Waiver #2-14-1592-W and CDP Waiver # 2-14-1170W

As you know, the members of HMBSMA have expressed concern regarding the waivers of the above referenced Coastal Development Permits. We are particularly concerned about the potential for significant economic loss to our members and others operating businesses at Pillar Point Harbor.

More than 100 commercial fishing vessels and three buying/offloading businesses operate out of Pillar Point Harbor. In 2013, 18.7 million pounds representing $17.1 million dollars of seafood was unloaded over Johnson Pier.

Johnson Pier is an L shaped pier that is wide enough for approximately 3 vehicles on the East/West span and approximately 2 vehicles on the North/South side. This pier must accommodate the public as well as commercial fishing activity, including offloading, and storage of offloading equipment. Traffic on the pier includes small cars and trucks, foot traffic, forklifts, and semi-trucks.



For the past 30 years, all offloading has been conducted on the northernmost part of the pier as referenced in the drawing to the right. This drawing is for general reference only and is not to scale.

The efficiency of this infrastructure is critical to the financial viability of our fleet. We believe that changes to this infrastructure without adequate study could be economically damaging and potentially reduce offload revenue by up to 20%-30%.

Specifically, the installation of a new hoist in a new location that has not previously supported offloading activity will have an indisputable impact on traffic patterns on the pier and could delay offloads for vessels. There is also a potential for access to fuel and to be impacted which will also result in delays to fishing activity.

PO Box 872 Half Moon Bay, CA 94019 hmbsmaboard@gmail.com
www.halfmoonbayseafood.org

For individual fishing vessels, delays at the dock translate directly into lost revenue. Delays are already experienced due to congestion from existing infrastructure, adding to this without a complete process and adequate study could result in even greater delays.

Every hour spent waiting to unload, are hours that cannot be spent fishing. Because fishing activities are weather dependent, extra time at the dock can sometimes result in multiple missed fishing days due to bad weather.

An example, based on Dungeness Crab: in 2013, 2.4 million pounds, representing more than 7.5 million dollars were offloaded over Johnson Pier. A 20%-30% loss in revenue due to delays could equate to 2 million dollars.

It is estimated that close to 70% of the total Dungeness Crab harvested is caught in the first 10 days of the season. Therefore a delay of a single fishing day could result in a loss of close to 10% of the projected total season revenue for a Dungeness Crab fisherman. Depending on the size and capacity of the vessel, losses could amount to $5,000-$40,000 per day.

The other fish buying businesses on the pier could also suffer significant economic losses if they cannot adequately move product from the vessels to the trucks, and if trucks cannot get off of the dock in a timely fashion.

Seafood is a perishable product, and Dungeness Crab are also sold live, the timeliness and efficiency of delivery is imperative for the quality of the product and payment to the vessels. (Boats are not paid for dead crab)

Other considerations are the efficient loading and offloading of equipment. During the Dungeness Crab season, 50,000-60,000 traps are loaded on and off of vessels. The inability to load vessels efficiently can further delay fishing activities.

Commercial fishing operations are very complex, and while HMBSMA members are hopeful for infrastructure changes to improve offloading facilities, the implications of any changes require study and careful consideration. Commercial fishermen are participating in a strategic planning process, which is currently underway with the hope that it will help inform these decisions in the future. Meanwhile, we cannot risk the economic loss that could be caused by changes that are not adequately studied.

OCTOBER 30, 2014

COASTAL COMMISSION PROPOSED PERMIT WAIVER

STATE OF CALIFORNIA - NATURAL RESOURCES AGENCY EDMUND G. BROWN JR., GOVERNOR

CALIFORNIA COASTAL COMMISSION
NORTH CENTRAL COAST DISTRICT OFFICE
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105
PHONE: (415) 904-5260
FAX: (415) 904-5400
WEB: WWW.COASTAL.CA.GOV

NOTICE OF PROPOSED PERMIT WAIVER

Date: October 29, 2014

OCT 30 '14 13:11

To: All Interested Parties

From: Nancy Cave, North Central Coast District Manager
Renée T. Ananda, Coastal Program Analyst

Subject: **Coastal Development Permit (CDP) Waiver 2-14-1592-W**
Applicant: Larry Fortado, Three Captains

Proposed Development
After-the-Fact approval to install a new 19-foot tall dock hoist on Johnson Pier at Pillar Point Harbor in Half Moon Bay, San Mateo County for loading and off-loading of fishing equipment/gear and fish from boats situated alongside the dock.

Executive Director's Waiver Determination
Pursuant to Title 14, Section 13238 of the California Code of Regulations, and based on project plans and information submitted by the applicant regarding the proposed development, the Executive Director of the California Coastal Commission hereby waives the requirement for a CDP for the following reasons:

The proposed project will facilitate existing marine use by allowing for on-going operations in support of commercial fishing. It will ensure the economic and commercial use of the harbor and increases the efficiency of the existing commercial fishing operation. The site does not contain sensitive habitat and the proposed project includes best management practices to avoid and minimize potential impacts to the water quality of the harbor area and coastal waters. The project will not have a significant impact on visual and scenic resources, public access, biological resources, marine resources, or water quality.

For all of the above reasons, the proposed project is consistent with Chapter 3 of the Coastal Act.

Coastal Commission Review Procedure
This waiver is not valid until the waiver has been reported to the Coastal Commission. This waiver is proposed to be reported to the Commission on November 13, 2014, in Half Moon Bay. If four Commissioners object to this waiver at that time, then the application shall be processed as a regular CDP application.

If you have any questions about the proposal or wish to register an objection, please contact Renée Ananda in the North Central Coast District office.

SEPTEMBER 24, 2014

SMCHD PERMIT LETTER TO THREE CAPTAINS

San Mateo County Harbor District

Board of Harbor Commissioners

Pietro Parravano, President
James Tucker, Vice President
William Hoisinger, Treasurer & Secretary
Sabrina Brennan, Commissioner
Robert Bernardo, Commissioner

Peter Grenell, General Manager

September 24, 2014

Three Captains
PO Box 1917
El Granada, Ca 94018

Dear Mr. Fortado,

As you know, at some point in early 2014 and pursuant to section 9.1(b)(1) of Three Captains Seafood's Lease with the San Mateo County Harbor District (District), you requested that the District's Harbor Master approve the location for installation of a second winch and hoist on the District's property that you lease. On March 28, 2014, after consideration of a number of factors, including the location of existing fire protection equipment and freezers, as well as the continuing needs of the work dock, the Harbor Master approved installation of a hoist at a specified location.

Of course, under the Lease, you are responsible for procuring all necessary permits and approvals required for installation and operation of the additional hoist. Accordingly, we understand that on September 4, 2014 you submitted an application for a Coastal Development Permit (application No. 2-14-1592) with the California Coastal Commission, which has accepted your application, though it has not yet ruled on it.

Please note: ***You are not authorized to operate the hoist until and unless you have first provided the District evidence that it is properly permitted.*** Please send us copies of all necessary permits as soon as possible upon the permits being approved.

Sincerely,

Scott Grindy, Harbor Master

CC: Peter Grenell-General Manager

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

SEPTEMBER 23, 2014

SMCHD COUNSEL LETTER TO

PILLAR POINT SEAFOOD COUNSEL

HansonBridgett

STEVEN D. MILLER
PARTNER
DIRECT DIAL (415) 995-5831
DIRECT FAX (415) 995-3426
E-MAIL smiller@hansonbridgett.com

September 23, 2014

Anthony L. Lombardo
Anthony Lombardo & Associates
450 Lincoln Avenue, Suite 101
Salinas, CA 93901

Re: Pillar Point Seafood—Letter of September 15, 2014

Dear Mr. Lombardo:

This office serves as General Counsel to the San Mateo County Harbor District (District) and your letter of September 15, 2014 regarding the District's March 13, 2013 lease with Pillar Point Seafood (Lease) has been referred to me for a response.

First, you have asserted that the placement of a hoist for Three Captains Sea Products—another of the three wholesalers who have leases with the District-- interferes with Pillar Point Seafood's rights to peaceful and undisturbed possession of the leased premises under Section 10.1 of the Lease. The District is unaware of any instances in which the new hoist has ever inconvenienced Pillar Point Seafood's operations, or interfered with its rights under the Lease. Nor did your letter provide any evidence, or even any indication, of any such interference or inconvenience.

Moreover, pursuant to Section 2.1.2 of the Lease, which provision is mirrored in all three of the leases with wholesalers, tenants must cooperate with each other in operating their respective enterprises and may not interfere with each other's operations. Under Section 2.1.2 of the Lease, any claim Pillar Point Seafood would have for such interference must be made against another tenant, not against the District. The District is not responsible for differences or conflicts that may arise between Pillar Point Seafood and other tenant's operations. For this reason alone, the District does not take responsibility for any inconvenience that Pillar Point Seafood allegedly may have suffered.

The placement of the additional hoist—which Three Captains Sea Products, like Pillar Point Seafood, has a right to under Section 9.0(b)(i) of the Lease—was approved by the District's Harbor Master after careful consideration of the location of existing fire protection equipment, the location of the existing freezers, and the needs of the work dock. Locating the hoist at any other location would have required impractical relocation of other facilities, to the detriment of all the lessees, including to Pillar Point Seafood. It is also worth noting that although the Harbor Master may have approved the placement of the hoist, Three Captains Sea Products, under the same lease provision as exists in Pillar Point Seafood's lease, is responsible for obtaining all necessary permits for construction and installation of its hoist. We therefore cannot comment on your assertion that the existing hoist is not properly permitted.

Notwithstanding the foregoing, and consistent with its role as Lessor, the District wishes to help resolve this issue. It therefore pledges that its Harbor Master, consistent with his duties, will continue to manage vessel traffic for the benefit of all lease holders. If there are specific actions that the Harbor Master can take, consistent with his duties, to help resolve what appears to be an issue between tenants, please do not hesitate to ask for his assistance.

Second, you raise an issue concerning fish unloading fees charged by the District under Section 6.1 of the Lease. Your letter refers to "wharfage fees," "landing fees," and "unloading fees." Those terms are not used in the Lease, but we interpret those references all to be to what Section 6.1 of the Lease calls "Fish Off-Loading" fees. You state that "it has been over a year since the District agreed to reconsider its wharfage fees." In fact, at its Board meeting on May 21, 2014, the District adopted a motion that the District would consider a request from a tenant such as Pillar Point Seafood to renegotiate the financial terms of the lease. The District has not received such a request from Pillar Point Seafood, despite the express invitation of the District's Board of Commissioners.

In case your September 15, 2014 letter constitutes a request to renegotiate the financial terms of its lease, the District will respond as it would to any of the three concerned lessees, including Three Captains Sea Products. We reject the implication of the penultimate paragraph of your letter that the District is treating Pillar Point Seafood any differently from any other tenant.

The District is mindful of its obligations as a public agency to maximize the productivity of its enterprise operations. This obligation is of course balanced by a desire to be fair to the entire public, and in particular to charge fees that are reasonable. It was in the spirit of these obligations that the above-referenced Commission action was taken. Please also keep in mind that any amendment(s) to the Lease require, in addition to Harbor Commission approval, the approval of the state Division of Boating and Waterways.

The District believes that the Lease represents a fair and reasonable bargain, entered into after arms-length negotiations and struck to the mutual benefit of both the District and Pillar Point Seafood as of the Commencement Date of the Lease. Presumably, Pillar Point Seafood entered into the Lease because it felt the same. The District is mindful that the term of the Lease is potentially for fifteen years and so its provisions must be viewed with an eye towards a long term relationship.

In keeping with the above, the District requires more information if Pillar Point Seafood would like to request a renegotiation in accordance with the Commission's action. If you would like to pursue this matter further, please provide the following, at a minimum:

- Precisely what Lease term(s) is Pillar Point Seafood seeking to modify?
- What is Pillar Point Seafood's proposal regarding these specific Lease term(s)?
- What is the basis by which Pillar Point Seafood thinks it are entitled to a modification in a specified Lease term? If Pillar Point Seafood is suggesting a modification to the Fish Off-Loading fee referenced in Section 6.1(b), please provide information regarding why it believes this fee is unfair—for instance any

impact on its costs, revenues, and/or profits that would justify a modification to this fee, or to any other specified Lease term.

- Is there a benefit to the District that would justify any Lease amendment at this time – or is the request essentially that the District negotiate against itself with nothing in return?

The District values its relationship with Pillar Point Seafood and appreciates the opportunity to respond to the issues raised in your September 15, 2014 letter. I hope this letter is helpful in addressing your client's concerns. Please don't hesitate to contact me directly if you have any questions or would like to discuss further.

Very truly yours,

Steven D. Miller

cc: Peter Grenell, District General Manager
Scott Grindy, District Harbor Master
Larry Fortado, Three Captains Sea Products
David Mallory, Morning Star Fisheries

MAY 21, 2014

HMB SEAFOOD MARKETING ASSOCIATION
LETTER TO HARBOR COMMISSION

May 21, 2014

To: San Mateo County Harbor District President Robert Bernardo, Commissioners, Pietro Paravanno, James Tucker, Sabrina Brennan, William Holsinger

From: Half Moon Bay Seafood Marketing Association

RE: May 21, 2014 Agenda Item # 11- Wholesale Fish Handlers Leases: Update on Review of Lease Fees and Charges and Possible Next Steps

A Public Notice for applications for Fish Buying lease locations was issued by the SMCHD on 12/11/11, and the current leaseholders were awarded leases at the 6/6/12 SMCHD meeting. These leases and the fish buying fees associated with them have been the subject of Grand Jury requests, multiple closed session agenda items, and countless public comments over the past 2 ½ years without resolution.

We, the members of the Half Moon Bay Seafood Marketing Association are largely dependent on the fish buying businesses on Johnson Pier for the unloading and marketing of our catch. The sustainability and fairness of these leases for all three fish businesses, both in lease amounts due, and fees applied, have a direct impact on the commercial fishing fleet.

As stated in our letter to the SMCHD presented on July 17, 2013 (attached), we do not support fees that will ultimately be paid by fishermen. We do, however, support the owners of Morning Star Fisheries, Pillar Point Seafood, and Three Captains Seafood as these businesses have supported the fleet for decades. We expect our Harbor District to provide, legal, equitable, competitive and sustainable leases and lease locations for these leaseholders (and for all SMCHD leaseholders).

Unfortunately, based on the handling of this process thus far, we do not have confidence that these leases and fees can be successfully and fairly reviewed without the help of outside negotiators and without oversight to the process.

Therefore we respectfully request that the San Mateo County Harbor District create a transparent process for these leases and fees to be reviewed by an independent party.

Thank You
Half Moon Bay Seafood Marketing Association

cc: San Mateo County Supervisors: President Dave Pine, Carole Groom, Don Horsley, Warren Slocum, Adrienne Tissier, Sylvia Ortega Hunter Deputy Director of Department of Boating and Waterways, State Parks Director Major General Anthony L. Jackson.

PO Box 872 Half Moon Bay, CA 94019 hmbsmaboard@gmail.com

APRIL 18, 2014

DAILY JOURNAL ARTICLE: NEW FISH HOIST RAISES CONCERNS AT PILLAR POINT

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February
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2015
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New fish hoist raises concerns at Pillar Point: San Mateo County Harbor District approves fish buyer's request, fishermen don't like it

April 18, 2014, 05:00 AM By Samantha Weigel Daily Journal

Like 25

The installation of a new fish hoist on Johnson Pier in Half Moon Bay Tuesday is drawing suspicion and frustration from a fishermen's group about the San Mateo County Harbor District's construction approval.

District officials, however, contend the hoist installation was done properly and according to lease guidelines though the board president said there could have been more communication.

"If proper outreach wasn't done with other tenants and stakeholders, it's unfortunate," said Robert Bernardo, president of the Harbor District Board of Commissioners. "In this highly, obviously, competitive commercial fishing environment, there's going to be some unhappy people. But here's the thing, we have a lease for which we have a contractual agreement with and we have to abide by that which basically says each tenant can have two hoists wherever they choose, as long as they work with the harbormaster."

District staff had assured fishermen at Pillar Point Harbor there would be consultation with those affected by the location of the hoist owned by a private fish buyer, said Porter McHenry, president of the Half Moon Bay Seafood Marketing Association, which represents more than 20 commercial fisherman.

"They should have just asked the people who it directly affects, their whole life is about being able to unload our fish or our bait or our crab pots, we'd have to move. If it was replacing the same hoist or something minor, OK that's fine, but this is a pretty major change," McHenry said. "They don't seem to really care that much about the fishermen and without the fishermen, the harbor is dead."

The hoist is now one of four on the Johnson Pier and is used to load or unload fish from the boats up to the deck of the pier. There are three fish buyers at the harbor, and each until Tuesday had only one hoist.

The Three Captains Sea Products fish buyer appealed to the district for the installation of its second hoist, said Commissioner Jim Tucker.

"People may be a little bit jealous, people that just overreact to everything. This man had every right to put that hoist in and we made it difficult for him," Tucker said. "The man's entitled to the hoist, we even instructed the general manager to give him a letter for things he had to do to get the hoist and he did it."

Mike McHenry, a fish buyer with Pillar Point Fisheries, said he is upset that one fish buyer received a hoist and doubled the business' capacity while others were not offered it.

The allowance of the new hoist stems from the commission, after nearly 20 years, changing the terms of the fish buyer's leases, said General Manager Peter Grenell. Per their lease, each of the three buyers can have two hoists, to be located wherever they choose as long as they work with the harbormaster, Grenell said.

Commissioner Sabrina Brennan questions why the fishermen and other stakeholders, who feel they aren't being represented, hadn't been consulted.

"Fishermen want to have input on infrastructure decisions and they should, because they're the ones using the infrastructure and of course the district should be checking with them to see what their needs are," Brennan said.

Brennan, Mike McHenry and Porter McHenry refer back to a Jan. 15 commission meeting where they say both Grenell and Harbormaster Scott Grindy assured the board the fishermen would be consulted prior to installing a new hoist.

"The general manager said he was in support of the public process/strategic planning process at the [Jan. 15] meeting but his actions [Tuesday] make it apparent that backroom deals still rule the day at Pillar Point Harbor. Stakeholders were ignored in favor of the ol' boys club approach to running a public facility," Brennan wrote in an email.

Bernardo said this was no backroom deal as the actions are clearly outlined in the lease agreement. The district must abide by the terms of the lease agreement and "where the hoist goes is between the fish buyer and the harbormaster; it's not up to the community where it goes," Bernardo said.

Yet the primary issue is the location and the district's promise to consult with the stakeholders who have to maneuver around the hoist, McHenry said.

"The main thing is crab season I think it's going to be the biggest issue. There're 60 or 70 crab boats. It's going to cause a lot of tension, probably slow the boats down, keeping them from making their income, stuck at the dock waiting," McHenry said.

Bernardo and Grenell said physical constraint issues such as this will be discussed as the district looks toward developing its five-year business plan and it will apply for a grant for the plan at the end of the month.

Bernardo is hopeful that the new hoist will prove a benefit by expediting fish unloading from which the district will see more fees and the other fish buyers are welcome to appeal for a new hoist as well. As for outreach, it's another thing the district will look toward improving, Bernardo said.

"Typically when you're going to make any type of changes to your infrastructure you will send out a courtesy bulletin that tells people this is coming or there's going to be construction here," Bernardo said. "And that type of due diligence is usually done and if it hasn't happened I'm sorry and it's unfortunate it didn't. But we're constantly making improvements so hopefully next time we'll be making better outreach as a district."

samantha@smdailyjournal.com

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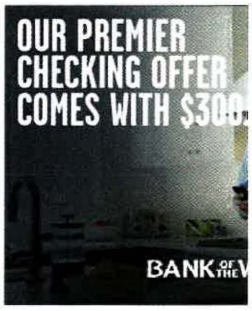
Are you excited about Floyd Mayweather Pacquiao May 2 in a welterweight showd

- Yes, it will be the fight of the century
- Should have happened years ago
- I'm more into mixed martial arts
- Just a little
- Not at all

Cast Vote Res



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Pillar Point Harbor

President Robert Bernardo, Commissioner Jim Tucker and Commissioner Will Holsinger pooh-poohed safety concerns raised at a board meeting in January 2014. On Tuesday April 15, 2014 a fish processing company from Camarillo, CA began installing the hoist without a contractors license. General Manager Peter Grenell and Harbormaster Scott Grindy have allowed work to be preformed that violates of the Fish Buyers lease agreement with the Harbor District.

Commercial fishermen at Pillar Point Harbor believe the new hoist location at Pillar Point Harbor/Johnson Pier is a quid pro quo gift from Commissioner Jim Tucker and General Manager Peter Grenell to a commercial fish buying company. Peter Grenell promised the new hoist location at no cost in exchange for the fish buyers silence about a 2012 fish buying fee hike.

*The number of hoists on Johnson Pier reported in this article is not accurate.

Reply · Like · Follow Post · April 18, 2014 at 11:38am

Citizen Access TV

@lilmyrmaide one hoist fell in the harbor and could have killed someone a few weeks ago. It has not been reinstalled yet. The fish buyer that owns the hoist that sank into the harbor does not currently have a hoist. The hoist fell because it was improperly installed by a Harbor District contractor after it was removed for repairs to the pier. When the hoist was pulled out of the harbor it was sent out for repairs but the Harbor District hasn't reinstalled it yet. That fish buyers is temporarily out of business because he has no hoist.

Reply · Like · Follow Post · April 18, 2014 at 11:32am

lilmyrmaide (signed in using yahoo)

The article does not say how many hoists are on the pier, it says how many each fish buyer had. Maybe you should read more carefully before making comments that are not accurate.

Reply · Like · Follow Post · April 18, 2014 at 9:33am

lilmyrmaide (signed in using yahoo)

@CitizenAccessTV so if there are three fish buyers, each have one hoist and then one of those fish buyers gets a second how does 3+1 not = 4?

Reply · Like · Follow Post · April 18, 2014 at 10:35am

Citizen Access TV

@lilmyrmaide Only the three fish buyers have hoists on Johnson Pier. The "public" hoist is NOT on Johnson Pier.

Reply · Like · Follow Post · April 18, 2014 at 10:09am

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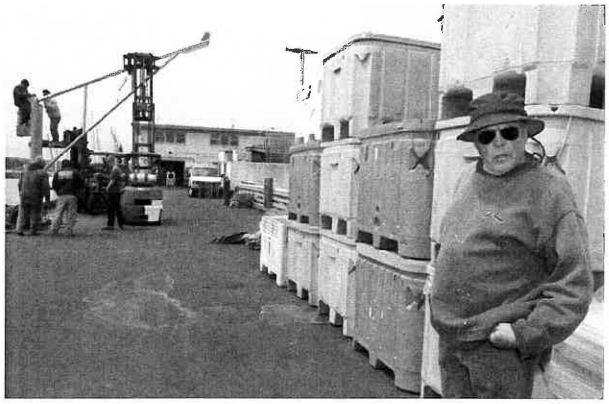
San Mateo County high school sports

New harbor hoist raises an uproar

By Mark Noack [mark@hmbreview.com] | Posted: Wednesday, April 23, 2014 5:40 pm



Dave Mallory

Dave Mallory, owner of Morning Star Fisheries, stands nearby as installers put up a new hoist on Johnson Pier in Princeton on Thursday. He and others at the harbor say it's unfair that a competitor gets a second hoist at the dock.

A new fishing hoist at the end of the commercial pier at Pillar Point Harbor has rankled the local fishing fleet and bitterly divided a trio of seafood companies.

The private hoist was installed by Three Captains owner Larry Fortado as a way to greatly increase the tonnage of seafood he could unload from docked boats. But Fortado's competitors and a local fishing consortium are crying foul, alleging the new hoist is giving Fortado an unfair advantage and a privileged location on the pier.

The hoist first appeared last week at a narrow dock thoroughfare fronting the fishing companies and all the other unloading equipment at the end of the Johnson Pier. The spot, about 25 feet wide, is too tight for unloading during bustling times like squid or crab season, according to critics. One semitrailer parked in front of the hoist, they warn, could choke traffic for all the other fish companies.

For his part, Fortado sees those criticisms as the complaints of jealous competitors. He points out that he footed the entire bill for the hoist himself, paying nearly $40,000 for the installation. Other fishing companies could similarly upgrade if they went through the process, he said.

"They call it a backroom deal — that's just not true," he said. "This is going to benefit everything. It's going to speed up the unloading for crab pots. It's going to speed up everything!"

Harbor denizens first noticed electrical work starting under the pier as early as last year. Spurred by rumors of a new hoist, the 22-member Half Moon Bay Seafood Marketing Association warned in a letter that it should be consulted on the matter. The harbormaster has the sole authority on locating any hoists, freezers or other dock equipment, but harbor officials pledged earlier this year they would confer with the fishing community before taking any actions.

Responding to the letter at a January commission meeting, district General Manager Peter Grenell emphatically denied decisions on a hoist were being made confidentially.

"I take the concerns that we've heard quite seriously," he said. "No one's operating in a black box or a vacuum. That's not how we do business."

Over the next three months, the San Mateo County Harbor District never reached out to the seafood marketing association, said Board President Porter McHenry. Last week, they felt "blindsided" when they saw the hoist being mounted with the district's blessing. The organization later sent a second letter expressing unhappiness.

"They pretty much lied to us," McHenry said. "If there's a boat unloading there, it's going to be hard for any trucks or forklifts to get by. People here are going to start freaking out."

Tensions have been high between harbor officials and some local fishing companies for the last couple years. The owners of Pillar Point Fisheries and Morningstar Fisheries, both Fortado's competitors, have openly criticized new lease agreements they signed with the harbor district in 2012. Along with accepting a 40 percent rent hike, the fishing companies were saddled with new seafood-buying fees that they thought poorly devised.

Fishing company owners say they had little choice in the matter because the harbor district was encouraging a competing bid from local fisherman Geoff Bettencourt. The harbor district rejected Bettencourt's offer in 2012, but he later proposed installing equipment for a fourth fishery lease in the same spot where Fortado's new hoist was mounted. At the time, Grenell told Bettencourt he wasn't interested in the location.

Pillar Point Fisheries owner Mike McHenry — Porter McHenry's father — alleged that Fortado was getting preferential treatment because he didn't join his competitors in voicing his complaints.

"We all pay the same fees. Why should someone get twice the (space)?" he said. "Why should you get the penthouse, when I live in the basement for the same price?"

The recent brouhaha has been a particularly sore point for Morningstar Fisheries owner Dave Mallory. His company's only hoist remains inoperable after falling into the water in February. He blames the accident on a contract firm working for the harbor district. Harbor officials say it is not clear who was at fault in the accident.

Harbor Board Chairman Robert Bernardo believes the recent outrage and distrust simmering among members of the fishing community was the result of bad outreach. He was hopeful for an amenable solution, pointing out the district is applying for a $3 million grant to upgrade and expand the docks.

"We always strive to improve communication at the harbor," he said. "I was really hopeful that staff could get out there and let people know what's going on there.

"Obviously that didn't happen here," he said.

2014

SMCHD LETTER TO THE COASTAL COMMISSION (NO DATE ON LETTER)

San Mateo County Harbor District

Board of Harbor Commissioners

Pietro Parravano, President
James Tucker, Vice President
William Holsinger, Treasurer & Secretary
Sabrina Brennan, Commissioner
Robert Bernardo, Commissioner

Peter Grenell, General Manager

Renée Ananda
Coastal Program Analyst
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105

Dear Ms. Ananda,

The San Mateo County Harbor District (District) is the lessor of a lease with Three Captains Seafood, which we understand has filed application No. 2-14-1592 with the California Coastal Commission for a Coastal Development Permit related to the installation and operation of a hoist on the Johnson Pier at Pillar Point Harbor in Half Moon Bay, CA.

We write you just to clarify that the role of the District under the lease is limited to approving the location on Johnson Pier of the hoist at issue. All responsibilities for applying for and receiving the necessary permits and approvals for installation and operation of the hoist is with the lessee, Three Captains Seafood. Consistent with its role, on March 28, 2014the District's Harbor Master approved the location of the hoist at the location specified in the above referenced permit application. The District has informed Three Captains Seafood that it, and not the District, must obtain all necessary approvals and permits.

Please do not hesitate to let me know if you have any further questions or would like to discuss.

Sincerely,

Scott Grindy
Harbor Master
650 515 7792

CC: Peter Grenell-General Manager

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

MARCH 28, 2014

SMCHD PROBIATIONARY AGREEMENT WITH THREE CAPTAINS

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, President
Pietro Parravano, Vice President
James Tucker, Treasurer & Secretary
Sabrina Brennan, Commissioner
William Holsinger, Commissioner
Peter Grenell, General Manager

March 28, 2014

Three Captains
Johnson Pier, Half Moon Bay

RE: New Hoist (2nd hoist) at Johnson Pier

Larry,

For our record and files, you are authorized to install the noted hoist on the face side of the Johnson Pier at the location we have recently agreed to.

Your installation will be a "probationary or tentative" installation and location for up to 1 year as a trial for our use review. The end date of the noted 1 year will be April 1, 2015. Being this is your equipment, if there is a move required due to issues, the cost of location change will be borne by Three Captains.

The working space for the second hoist is to be 25 feet long and 8 feet wide/deep and area will be marked by a red line of paint to identify the space. As part of this activity the original space across the pier will be given up upon hoist installation and red line painted in.

Additionally, please make copies of any and all signed off permits and if so required copies of hoist certification inspections and forward them to me.

Thank you for working with us on this installation opportunity and striving to keep the fish unloading safe and secure for all parties.

Sincerely,

Scott Grindy
Harbor Master
San Mateo County Harbor District

X Larry Fortado Date 3 28 14
Acknowledgement of Hoist Location Conditions Three Captains Owner

CC: Lease File

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

4/13/14

Slip Captains La Paloma
and Johnson Pier
Newport Bay Harbor

Harbor Master

The marking space for the new
leased Head at the Johnson Pier location
would require to be a 8 foot long and
25 ft wide, area would be marked by
red line

Tony Tarantino

1/15/14

Hill Mayflower Inn Product
PE Mix 1971
Ed Edwards
-H 94618

Peter Hewitt
Henley Street
Jackson Park
Tennessee by the Sea

A dream of May Sarton
by Hewitt

I was hard over Hewitt when Hill Mayflower Inn
Product Mix was the house on 1971

Hewitt was elected on 1993 to membership the Society.

He bathroom of the house elected on 2013 before
East Hewitt.

The top part of Hewitt is Mayflower Hill, and the
pilgrim way Sarton 2014

Hewitt Mayflower Inn Product had the company
on 33 years with the Hewitt when it got Hewitt Key of
for Society

Hewitt was hard on Hewitt and Sarton by
at the house and Mary was Jackson by Hewitt
house to not invented the Jackson Hewitt
Hewitt at Hewitt and Sarton

Tom - Jo Tom

County of San Mateo
Planning & Building Department
455 County Center, 2nd Floor
Redwood City, California 94063
650/363-4161 Fax: 650/363-4849
Mail Drop PLN122
plngbldg@co.sanmateo.ca.us
www.co.sanmateo.ca.us/planning

PERMIT NUMBER BLD2013-01869 **BUILDING PERMIT** FOR INSPECTION CALL: 650-306-8415
SITE ADDRESS: 33 JOHNSON PIER "THREE CAPTAINS SEAF EL GRANADA CITY CODE: ELG

OWNER INFORMATION	APPLICANT INFORMATION	CONTRACTOR INFORMATION
SAN MATEO COUNTY HARBOR D PILLAR POINT HARBOR 400 OYSTER POINT BLVD SO SAN FRANCISCO 94080	SAN MATEO COUNTY HARBOR DIST PILLAR POINT HARBOR 400 OYSTER POINT BLVD STE 300 SO SAN FRANCISCO, CA 94080 Phone #: 650-583-4400, 726-5727 h	ENERGY CONCEPTS 2669 ATHERTON TRACY, CA 95304 Phone #: 209-836-3000 LIC#: 827486 WC Policy #: EXEMPT WC Expires:

PROJECT NAME ELE

PROJECT DESCRIPTON: installing 15 amp circuit to existing panel to power the electric motor for an exterior power winch. (panel located inside Three Captains Seafood Prodcts)

BUILDING		AREA (SF)	YARDS (FT)
TYPE OF WORK: ALT	ZONING DIST:	BUILDING:	FRONT:
TYPE OF USE: COM	LOT AR/DU:	GARAGE:	R SIDE:
BUILDINGS:	LOT WIDTH:	BSMT:	BACK:
STORIES:	LOT COVER:	DECK:	L SIDE:
UNITS:	BLD HEIGTH:	PARKING:	
BEDROOMS:		PORCH/BREEZE:	
TYPE OF CON:			
OCC. GROUP:		TOTAL VALUATION:	$1,500.00

This permit does NOT INCLUDE any construction within the Public Right of Way. Permits for such construction shall be obtained from the Public Works Department. Permit shall expire by time limitations as set forth in the San Mateo County Ordinance Code. Extensions beyond that specified time will require reinstatement of the permit and compliance with applicable codes and zoning regulations in effect at the time of reinstatement.

This permit shall also expire by time limitation if authorized work is not commenced within 180 days, or if work is abandoned for a period of 180 days. Evidence of continuation of work is a progress inspection which can demonstrate substantial progress within the 180 day period.

LICENSED CONTRACTOR DECLARATION

___ I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: C-10 License Number: 827486

Date: 10/30/13 Signature:

Permit Number BLD2013-01869 Parcel Number 047390020 Issued 10/30/2013

For Inspection Request Call 650-306-8415

OWNER-BUILDER DECLARATION

___, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reasons. (Sec 7031.5 Business and Professions Code). Any city or county which requires a permit to construct, alter improve, demolish, or repair any structure prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law, (Chapter 9, commencing with Sec. 7000 of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption Any violation of Sec 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500.00).

___I, as owner of the property, or my employees with wages as their sole compensation will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale If, however, the building or improvement is sold within one year of completion, the owner - builder will have the burden of proving that he or she did not build or improve for the purpose of sale

___I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec 7044, Business and Professions Code The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with contractor (s) license pursuant to the Contractor's License Law).

_____I am exempt under

Section: _____ B and P Code for this reason: _____

Date: _____ Owner. _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations.

___ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Sec. 3700 of the Labor Code, for the performance of the work for which this permit is issued.

___ I have and will maintain workers' compensation insurance as required by Sec 3700 of the Labor Code for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: _____ Policy Number: _____

___ I certify that in performance of the work for which the permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with these provisions.

Date 10/30/13 Applicant: _____

WARNING

FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY

___ I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name _____ Lender's Address. _____

___ I certify that I have read this application and state that the above information is correct. I agree to comply with all county ordinances and state laws regarding building construction, and hereby authorize representatives of this County to enter upon the above mentioned property for inspection purposes.

Agent for: Energy Concepts, Inc. Signed: _____ Date 10/30/13

By _____ Date issued: 10/30/2013

fbldprm

County of San Mateo
Planning & Building Department
455 County Center, 2nd Floor
Redwood City, California 94063
650/363-4161 Fax: 650/363-4849
Mail Drop PLN122
plngbldg@co.sanmateo.ca.us
www.co.sanmateo.ca.us/planning

Payment Receipt

Check Number # :CREDIT

Receipt # : 00000000000000065642

Name : SAN MATEO COUNTY HARBOR DIST
Address : 33 JOHNSON PIER "THREE CAPTAINS SEAFOOD PRODUCT" EL

Parcel#: 047390020

Case # Number	Account Number	Description	Date Paid	Amount Due	Amount Paid
BLD2013-01869	38420-1241	Filing Fee	10/30/2013	29.00	29.00
	38420-1241	Microfilm Fee	10/30/2013	5.00	5.00
	38420-1276	CA. Building Standard Fee	10/30/2013	1.00	1.00
	38420-1241	Electrical Permit Fee	10/30/2013	85.00	85.00
	16111-2093	5% Legal Counsel Surcharge Fee	10/30/2013	5.95	5.95
	80110-2215	4% IT Surcharge	10/30/2013	4.76	4.76
	38420-1269	3% Processing Fee	10/30/2013	3.92	3.92
			Total Paid:		**$134.63**

[redacted]
Sale
[redacted]
MASTERCARD Entry Method: Swiped
Amount: $ 134.63
Tax: $ 0.00
Total: $ 134.63
10/30/13 16:21:59
Trn #: [redacted] Appr Code: [redacted]
Approved Online
[redacted]

County of San Mateo
Planning and Building Department

BUILDING INSPECTION RECORD

Site Address: _____ Permit No.: _____

Description: _____ Green Points: _____

CODE	INSPECTION TYPE	DATE/BY	COMMENTS
101	**Temporary Power**		
111	**Erosion Control**		
121	**Setback (verify survey)**		
	Foundations/Rebar		
131	Piers/Drilled/Spread		
141	Grade Beams		
151	Footing Spread		
	Ufer Ground		
161	Stem Wall		
171	CMU Lift(s)		
181	Drainage		
	Retaining Wall/Rebar		
131	Piers		
151	Footing Spread		
161	Stem Wall		
171	CMU Lift(s)		
181	Drainage		
	Below Slab		
201	DWV *(no plastic)*		
211	Water Piping *(no plastic)*		
221	Electrical		
231	Hydronic Piping		
241	**House Slab/Rebar**		
	Slab Height **(verify survey)**		
251	**Garage Slab/Rebar**		
	Slab Height **(verify survey)**		
	Anchor/HD Placed		
301	**Sewer Connection**		
311	**Water Service** *(no plastic)*		
321	U/G Utilities		
331	**Deck Framing**		
401	**Below Floor All Trade**		
411	Mudsill Bolting		
421	Crawl Space Drainage		
431	Framing Joist/Girders		
441	DWV *(no plastic)*		
451	Water Piping *(no plastic)*		
461	Gas Piping		
471	Ducts		
481	Electrical		
491	**Below Floor Insulation**		
501	**Roof Tear-Off**		
511	**Roof Nail**		
	Roof Height **(verify survey)**		
521	**Exterior Shear**		
531	**Straps/HDs**		
541	**Interior Shear**		
551	**Stucco/Paper/Wire Exterior**		
601	**Above Floor All Trade**		
611	Frame		
621	DWV *(no plastic)*		
631	Electrical		
641	Ducts		
651	Gas Piping		
661	Hydronic Piping		
671	Water Piping *(no plastic)*		
681	Fan Ducts		
691	Fireplace/Gas		
701	Flues		
711	**Ceiling Insulation**		
721	**Wall Insulation**		
801	**Drywall Attachment**		
811	**Shower Pan**		
821	**Smoke Detectors**		
831	**Gas Test Final/Meter**		
841	**Electric/Service Meter**		
901	**Building Final**		

CODE		DATE/BY
	Pool Inspections	
261	Shell Rebar/Bonding	
271	Potting	
281	U/G Pool Utilities	
291	Deck Bonding	
	Finals	**DATE/BY**
921	**Water Heater/Boiler**	
931	**Furnace/AC**	
941	**Photo Voltaic**	
951	**Solar Water Heating**	
	Department Finals	**DATE/BY**
	Green Building ____ pts.	
	Planning	
	Public Works	
	Geotechnical	
	Fire	
	Health	
	Sewer District	
	Water District	
	Waste Management	
	Drainage Public Works	
	Other	
	Other Permit	

Final Approval By: _____ **Date:** _____

PLEASE READ INFORMATION ON REVERSE

Scott Grindy

From: Stuart Grunow <s2grunow@gmail.com>
Sent: Thursday, September 18, 2014 2:00 PM
To: Scott Grindy
Subject: Larry Furtado - Three Captains

Scott,

I wanted to inform you that Larry has decided not to fulfill the terms of our agreement. Until he decides that payment is a important component of my services I will not be assisting him. This is unfortunate because San Mateo County permit is complete and just awaiting Coastal Commission approval or waiver and Coastal Commission has requested a couple more pieces of information to complete his application.

Kind Regards,

--
Stuart Grunow, Architect

www.s2garch.com

CALIFORNIA COASTAL COMMISSION
NORTH CENTRAL COAST DISTRICT OFFICES
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105
PHONE (415) 904-5260
FAX (415) 904-5400
WEB WWW.COASTAL.CA.GOV

September 12, 2014

Mr. Larry Fortado
Three Captains
1 Johnson Pier
Half Moon Bay, CA 94619

RE: Incomplete Filing Status of Coastal Development Permit (CDP) Application No. 2-14-1592 (Three Captains, Half Moon Bay, San Mateo County)

Dear Mr. Fortado:

Thank you for the above-referenced CDP application that we received on September 4, 2014. You are seeking after-the-fact authorization for the installation of a hoist located on Johnson Pier at Pillar Point Harbor, in Half Moon Bay, San Mateo County. Commission staff has reviewed the items in your submittal and determined that the application is incomplete because there is additional information necessary for our review. The application cannot be deemed complete in accordance with the Commission's Administrative Regulations (Title 14 CCR § 13056). We need additional information to facilitate our review of your request for an after-the-fact permit. Please provide the information listed below:

1. **Appendix D – Declaration of Posting.** The copy of the *Notice of Pending Permit* in your submittal lists the California Coastal Commission's North Coast District Office in Arcata as the office where further information can be obtained. This is incorrect; the correct office is the North Central Coast District Office, 45 Fremont Street, Suite 2000. San Francisco, CA 94015. Please re-post the notice (on yellow paper) that includes the North Central Coast District Office address and submit evidence of the posting. I have enclosed the applicable form for you to use.

2. **Section III, Item 1, Page 4 – Present Use of the Property/Site Plan.** Please indicate/delineate on the Site Plan: the location of the hoist; the building used by Three Captains, as referenced in item 2 of your application; and other nearby hoists, including the other hoist used by the Three Captains.

3. **Section III, Item 4, Page 5 - Public Access.** You indicate that access is located along the shore and on the dock. Please provide a more detailed description of available public access, i.e., the location and the approximate distance from the project site. Further, include a discussion supporting your claim that the project will not affect public access.

4. **Section III, Items 7 and 9, Page 6 – Recreation and Biological Resources.** Just to clarify for you, the Commission must ensure that development within the Coastal Zone does not result in negative effects on recreation opportunities. The access you described in your application does not relate to the public's recreational use in the area. Please identify any park or recreation areas near the development.

5. **Section III, Items 10, Page 6 to 7 – Visual Resources.** You indicate in your application that the project is visible from a park, beach, or recreation area; State Highway 1 or another scenic route; and the harbor area. This must be more fully explained as instructed under Section III of the application. Please identify these locations relative to the project and describe the project's visibility from such locations. State if, and how, the project affects visual resources in the area/vicinity.

6. **Filing Fee.** The subject development was conducted without a permit; therefore you are seeking after-the-fact (A-T-F) authorization to retain the hoist. Fees for A-T-F permit applications shall be five times the regular permit application fee unless the Executive Director reduces the fee to no less than two times the regular permit application fee. The Executive Director may reduce the fee if it is determined that the A-T-F application can be processed by staff without significant additional review time. We have determined that the A-T-F fee for this project can be reduced to two times the regular fee amount. It is possible that this project may also qualify for a waiver. Once we determine how the application will be processed based on the information submitted above, we will let you know the fee amount you are required to submit.

We will hold your application for six months from today's date (i.e., until March 12, 2015) pending receipt of these materials. The application will again be reviewed after all of the above-listed materials have been received, and will be filed as complete if all is in order pursuant to Government Code Section 65943(a). We kindly ask that you submit all of the requested materials at the same time. There may be additional materials necessary for filing purposes dependent upon the nature of the information you provide in response to this letter request.

Please note that if staff does not receive all of the above-listed materials within six months, application number 2-14-1592 will be considered withdrawn and returned to you. This submittal deadline may be extended for good cause if you submit/make a request prior to March 12, 2015. Feel free to contact me at the address and phone number listed in the letterhead if you have any questions regarding this CDP application.

Sincerely,

Renée T. Ananda
Coastal Program Analyst
North Central Coast District

Enclosure

Cc: Stuart Grunow, w/Enclosure
David Holbrook, Senior Planner, San Mateo County Planning
Scott Grindy, Harbor Master, Pillar Point Harbor

San Mateo County Harbor District

Board of Harbor Commissioners

Pietro Parravano, President
James Tucker, Vice President
William Holsinger, Treasurer & Secretary
Sabrina Brennan, Commissioner
Robert Bernardo, Commissioner

Peter Grenell, General Manager

September 23, 2014

Mr. Larry Fortado
Three Captains
PO Box 1917
El Granada, Ca 94018

RE: Hoist Permitting and Installation

Larry, thank you for taking my call today regarding my concerns of the two recent letters I received.

Letter #1 was from the California Coastal Commission regarding items needed to complete the permitting process.

Letter #2 (email) was sent by Stuart Grunow, the architect you had hired to perform the paperwork required for the permitting process.

I appreciate that you incurred some issues with the consultant and have taken efforts to independently manage the balance of the items required for the approval of this hoist installation.

Please keep me apprised of your efforts for completion and please when you are fully complete provide me a copy set of all documents submitted to the San Mateo County Planning Division, and the documents provided to the California Coastal Commission, along with the signed off permits for your operation.

Thank you.

Sincerely,

Scott Grindy
Harbor Master

CC: Peter Grenell-General Manager, SMCHD

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

MARCH 18, 2014

SMCHD LETTER TO FISH BUYERS

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, President
Pietro Parravano, Vice President
James Tucker, Treasurer & Secretary
Sabrina Brennan, Commissioner
William Holsinger, Commissioner

Peter Grenell, General Manager

March 18, 2014

Mike and Kim McHenry
Pillar Point Seafood
PO Box 193
Maxwell, CA 95955

Larry Fortado
Three Captains Sea Products
PO Box 1971
El Granada, CA 94018

Dave Mallory
Morningstar Fisheries
PO Box 1714
El Granada, CA 94018

Ref: Fish Hoists on Johnson Pier, Pillar Point Harbor

Dear Mr. and Mrs. McHenry, Mr. Fortado, and Mr. Mallory:

On March 5, 2014, the Board of Harbor Commissioners directed staff to send this letter to you regarding your respective fish hoists at your leased premises on Johnson Pier. As you know, you are responsible by the terms of your respective leases for installation, operation, maintenance, and repair of your respective hoists, and for compliance with all applicable laws and regulations regarding hoist inspection, certification, and other safety measures (see attachments) where applicable and for following Cal-OSHA guidelines for all safety aspects of your leased premises and facility.

The Harbor District is aware of the recent incident involving the hoist at Morningstar Fisheries. As provided for in your leases, all lessees must comply with requirements for hoist maintenance and safety, inspection and certification where applicable of your respective hoists. If necessary, you must purchase new hoists at your expense to effect compliance. The Harbor District will work with each of you to facilitate successful hoist inspections regarding safety and other requirements and certification where applicable.

Harbor Master Grindy and I are available to consult with you as needed in this matter. To expedite a successful outcome, I urge you to confer with Grindy or me directly.

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, President
Pietro Parravano, Vice President
James Tucker, Treasurer & Secretary
Sabrina Brennan, Commissioner
William Holsinger, Commissioner

Peter Grenell, General Manager

Sincerely,

Peter Grenell
General Manager
San Mateo County Harbor District

Cc: Board of Harbor Commissioners
Scott Grindy, Harbor Master
Jean B. Savaree, District Counsel

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

interruption shall entitle Tenant to terminate this Lease or abate rent or to stop making any other payments due hereunder.

9.0 USE; LIMITATIONS ON USE

9.1 Use.

(a) Tenant shall use the Premises for its commercial fish-buying and/or fish-unloading business and additional ancillary and compatible uses and services pursuant to paragraph 9.1 (b)(vii) of this lease. Tenant shall not use the Premises for any other purposes without Landlord's prior written consent.

(b) Tenant shall develop, operate and maintain a first-rate and complete facility for the purpose of wholesale buying, unloading, storing, and shipment of fish and fish-related products and/or the non-exclusive right to sell fish on a retail basis as stipulated in subsection (ii) below. Tenant shall have all necessary permits for fish processing on display in order to engage in this activity.

(i) Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.

(ii) Tenant shall have the non-exclusive right to sell fish in the same condition as purchased directly from fishing boats at Pillar Point Harbor, on a retail basis, on a month-to-month basis, subject to written approval of Landlord of any plans, specifications and engineering and compliance with San Mateo County Local Coastal Plan and zoning/land use regulations. Landlord shall retain the right to delete this right if storage, traffic, pedestrian or space problems occur. Tenant shall not be allowed to do any advertising for the retail fish operation on or off-site at any time except as may be permitted by Landlord at Landlord's sole discretion. Violation of this provision will automatically rescind the right by Tenant to sell fish on a retail basis.

(iii) Tenant shall not buy fish or other seafood products from any vessel that exceeds eighty (80) feet in length, without permission of Landlord's Harbor Master or General Manager. Permission shall not be arbitrarily withheld and shall be subject to appeal to the Harbor Commission.

(iv) Tenant shall unload at the Premises only fish that it has either purchased or has caught in vessels owned or leased by Tenant, or has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord. There will be no fish processing on the second floor of the Premises.

(v) Tenant shall provide documentation to the District for all fish unloaded that has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord, which documentation shall include

(d) Tenant's rights to buy fish shall be non-exclusive, and Landlord retains the right to permit the purchase of fish from vessels at Pillar Point Harbor. Tenant shall annually negotiate in good faith with other tenants at Pillar Point and local fisherman to establish a commercially reasonable pricing schedule for fish purchases. To the extent such agreement on pricing is reached and implemented each year, Landlord shall include in any permits that it issues for fish purchases from vessels a Fee equal to that required in subsection 6.1(a) of this Lease.

9.2 Limitations on Use. Tenant's activities on the Premises shall be in accordance with this Paragraph 9.2.

9.2.1 Prohibited Uses. The parties hereto agree that the following acts, occurrences or conduct by Tenant on or from the Premises are strictly prohibited:

(a) Engaging in, assisting, aiding or abetting in any act that constitutes a violation of any Law.

(b) Obstructing vessel or vehicle traffic on Harbor waters or land area.

9.2.2 Compliance with Laws and Legal Requirements. Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

9.2.4 Waste; Nuisance. Tenant shall not cause, maintain or permit any unreasonable annoyance or nuisance in, on, or about the Premises or on any Landlord property or Harbor waters. Tenant shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

or has not vested in Landlord, and regardless of whether consent was, or was not given. Tenant shall repair any Damages occasioned by such removal at Tenant's sole cost and expense.

14.0 CONDITION OF PREMISES, MAINTENANCE

14.1 Condition of Premises.

(a) Landlord shall deliver the Premises to Tenant clean and free of debris on the Effective Date.

(b) Except as otherwise provided in this Lease, Tenant hereby accepts the Premises in their condition existing as of the Effective Date or the date that Tenant takes possession of the Premises, whichever is earlier, including but not limited to the requirements of the State of California Regional Water Quality Board and subject to all applicable zoning, municipal, county, and state Laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

14.2 Existing Conditions. Tenant has made a thorough inspection of the real property and is familiar therewith, and has accepted the Premises in an "as is" physical condition. Landlord makes no representation or warranty with respect to the condition of the Premises, including without limitation, the seismological condition thereof, or their fitness or availability for any particular use, and Landlord shall not be liable for any latent or patent defect therein.

14.3 Tenant's Maintenance Obligations.

(a) Tenant shall, at all times during the Term of this Lease, at its sole cost and expense, keep the Premises in Good Condition and maintained in good working order and condition, and repair the Premises and all Improvements and Alterations thereon, including water, electric, and gas lines located inside the Premises. Tenant shall provide routine custodial Maintenance of the Premises, which includes all ordinary housekeeping and maintenance of equipment and replacement of supplies that are normally performed on a day-to-day basis in order to keep the Premises operating in an efficient, clean, safe, and Good Condition. Routine maintenance includes, but is not limited to:

(i) Replacing light bulbs as needed where no specialized equipment is required to do so.

(ii) Regular cleaning of the area, storage spaces, and regular washing of windows to be done not less than weekly; daily removal of interior and exterior graffiti, and daily emptying of trash receptacles and ash trays.

(b) At least once each quarter, representative(s) of Tenant responsible for supporting and overseeing operations of the Premises shall meet with representative(s) of Landlord and inspect the Premises and confer on status of operations and possible improvements.

(c) Tenant shall be responsible, at its sole expense, for all interior building repairs, including repairs to exterior doors. Tenant shall also be responsible for repairing, at its sole expense, all damage to ladders, piers and fender pilings caused by any vessel using Harbor facilities to access the Premises in connection with Tenant's operations. A video will be given to Tenant prior to the Commencement Date to establish the baseline state of conditions.

(d) Landlord shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Premises nor to any Improvements or alterations now or hereafter located thereon, except that Landlord shall maintain the outside and roof of the structure containing the Leased Premises, including painting the outside of the structure.

(e) In the event that the Tenant, its agent or invitees cause any Damages (excepting ordinary wear and tear) to the Premises, Landlord may repair the same at Tenant's expense and Licensee shall immediately reimburse Landlord therefor. Tenant shall make or cause others to make all repairs, replacements or renewals, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, necessary or appropriate to maintain the Premises in Good Condition. Tenant shall provide and maintain established standards of public health and cleanliness established by Landlord.

(f) In the event Tenant fails to maintain the Premises in Good Condition as required by this Paragraph 14, Landlord may give Tenant written notice specifying what actions are required to correct the conditions of the Premises. In the event Tenant fails to initiate such actions as are indicated by Landlord in its notice within thirty (30) days after Tenant's receipt of such notice, or thereafter fails to diligently proceed to complete such actions, such failure shall be deemed an Event of Default within the meaning of Paragraph 21 and Landlord shall have all the rights, powers and remedies provided for in this Lease or at Law including the right to enter on the Premises and maintain or cause the Maintenance of the Premises as required by this Paragraph 14. In such event Landlord shall be entitled to reimbursement for any amounts spent plus a fee of ten percent (10%) of the cost of the work performed which shall be due and payable five (5) days after Tenant receives Landlord's statement therefore. In the event Tenant fails to pay such amounts within such five (5) day period, Landlord shall be entitled to interest thereon at the Default Rate established in Section 21.4 from the end of such five (5) days until paid.

14.4 Common Maintenance and Landscaping Program. If Landlord shall, after the Effective Date, implement a program for the common Maintenance and landscaping of common areas situated near the Premises, Tenant agrees to enter into an agreement with Landlord and Landlord's other tenants, as appropriate, implementing such a program and to pay its proportionate share of expenses.

14.5 Signage Program. Tenant agrees to comply with Landlord's regulations, policies and guidelines governing signage, and to pay costs and operational expense of installing and maintaining signage for the Premises on Harbor property. No signs, directional, guiding, or

other stripes, lines, directions or markings shall be installed or painted in or upon the Premises or removed by Tenant without prior written consent of Landlord.

14.6 Emergency Plan.

(a) Tenant shall work with Landlord to complete a detailed emergency plan. Tenant shall instruct all Persons employed by Tenant in the plan and the employee's responsibilities relating to the plan. Copies of the plan shall be posted in a prominent location on the Premises.

(b) In the event of any major emergency or condition (i.e., power outage, flooding, fire, natural catastrophe or any other unanticipated condition) that may reasonably result in a threat to Persons or property, Tenant shall immediately contact Landlord by telephone and Tenant's Manager or Assistant Manager shall report to the Premises and remain until the emergency has been resolved. If Landlord cannot be reached, Tenant shall make continued efforts to reach other staff persons as designated by Landlord until a Landlord representative has been notified. Landlord's facility operator is available 24 hours a day and can be reached by calling the Pillar Point Harbor Master, (650) 726-4382 extension 4 or contact 911.

(c) Tenant shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to reasonably protect people from injury, loss or damage which might result because of any such condition.

(d) Any time a dangerous or defective condition may reasonably be known by Tenant to exist in the Premises or their environs, Tenant shall immediately take reasonably necessary protective action by calling the Pillar Point Harbor Master and shall immediately notify Landlord by telephone and in writing of such condition and protective action.

14.7 Security of Facilities. The security of the Premises shall be the responsibility of the Tenant.

15.0 INDEMNIFICATION AND EXCULPATION

15.1 Liability of Landlord. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other Person in or about the Premises, nor shall Landlord be liable for bodily injury to the person of Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of Landlord's property or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damage arising from any act or neglect of any other tenant, occupant, or user of the Landlord's property nor from the failure of Landlord to enforce the provisions of any other lease.

interruption shall entitle Tenant to terminate this Lease or abate rent or to stop making any other payments due hereunder.

9.0 USE; LIMITATIONS ON USE

9.1 Use.

(a) Tenant shall use the Premises for its commercial fish-buying and/or fish-unloading business and additional ancillary and compatible uses and services pursuant to paragraph 9.1 (b)(vii) of this lease. Tenant shall not use the Premises for any other purposes without Landlord's prior written consent.

(b) Tenant shall develop, operate and maintain a first-rate and complete facility for the purpose of wholesale buying, unloading, storing, and shipment of fish and fish-related products and/or the non-exclusive right to sell fish on a retail basis as stipulated in subsection (ii) below. Tenant shall have all necessary permits for fish processing on display in order to engage in this activity.

(i) Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.

(ii) Tenant shall have the non-exclusive right to sell fish in the same condition as purchased directly from fishing boats at Pillar Point Harbor, on a retail basis, on a month-to-month basis, subject to written approval of Landlord of any plans, specifications and engineering and compliance with San Mateo County Local Coastal Plan and zoning/land use regulations. Landlord shall retain the right to delete this right if storage, traffic, pedestrian or space problems occur. Tenant shall not be allowed to do any advertising for the retail fish operation on or off-site at any time except as may be permitted by Landlord at Landlord's sole discretion. Violation of this provision will automatically rescind the right by Tenant to sell fish on a retail basis.

(iii) Tenant shall not buy fish or other seafood products from any vessel that exceeds eighty (80) feet in length, without permission of Landlord's Harbor Master or General Manager. Permission shall not be arbitrarily withheld and shall be subject to appeal to the Harbor Commission.

(iv) Tenant shall unload at the Premises only fish that it has either purchased or has caught in vessels owned or leased by Tenant, or has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord. There will be no fish processing on the second floor of the Premises.

(v) Tenant shall provide documentation to the District for all fish unloaded that has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord, which documentation shall include

(d) Tenant's rights to buy fish shall be non-exclusive, and Landlord retains the right to permit the purchase of fish from vessels at Pillar Point Harbor. Tenant shall annually negotiate in good faith with other tenants at Pillar Point and local fisherman to establish a commercially reasonable pricing schedule for fish purchases. To the extent such agreement on pricing is reached and implemented each year, Landlord shall include in any permits that it issues for fish purchases from vessels a Fee equal to that required in subsection 6.1(a) of this Lease.

9.2 Limitations on Use. Tenant's activities on the Premises shall be in accordance with this Paragraph 9.2.

9.2.1 Prohibited Uses. The parties hereto agree that the following acts, occurrences or conduct by Tenant on or from the Premises are strictly prohibited:

(a) Engaging in, assisting, aiding or abetting in any act that constitutes a violation of any Law.

(b) Obstructing vessel or vehicle traffic on Harbor waters or land area.

9.2.2 Compliance with Laws and Legal Requirements. Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

9.2.4 Waste; Nuisance. Tenant shall not cause, maintain or permit any unreasonable annoyance or nuisance in, on, or about the Premises or on any Landlord property or Harbor waters. Tenant shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

or has not vested in Landlord, and regardless of whether consent was, or was not given. Tenant shall repair any Damages occasioned by such removal at Tenant's sole cost and expense.

14.0 CONDITION OF PREMISES, MAINTENANCE

14.1 Condition of Premises.

(a) Landlord shall deliver the Premises to Tenant clean and free of debris on the Effective Date.

(b) Except as otherwise provided in this Lease, Tenant hereby accepts the Premises in their condition existing as of the Effective Date or the date that Tenant takes possession of the Premises, whichever is earlier, including but not limited to the requirements of the State of California Regional Water Quality Board and subject to all applicable zoning, municipal, county, and state Laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

14.2 Existing Conditions. Tenant has made a thorough inspection of the real property and is familiar therewith, and has accepted the Premises in an "as is" physical condition. Landlord makes no representation or warranty with respect to the condition of the Premises, including without limitation, the seismological condition thereof, or their fitness or availability for any particular use, and Landlord shall not be liable for any latent or patent defect therein.

14.3 Tenant's Maintenance Obligations.

(a) Tenant shall, at all times during the Term of this Lease, at its sole cost and expense, keep the Premises in Good Condition and maintained in good working order and condition, and repair the Premises and all Improvements and Alterations thereon, including water, electric, and gas lines located inside the Premises. Tenant shall provide routine custodial Maintenance of the Premises, which includes all ordinary housekeeping and maintenance of equipment and replacement of supplies that are normally performed on a day-to-day basis in order to keep the Premises operating in an efficient, clean, safe, and Good Condition. Routine maintenance includes, but is not limited to:

(i) Replacing light bulbs as needed where no specialized equipment is required to do so.

(ii) Regular cleaning of the area, storage spaces, and regular washing of windows to be done not less than weekly; daily removal of interior and exterior graffiti, and daily emptying of trash receptacles and ash trays.

(b) At least once each quarter, representative(s) of Tenant responsible for supporting and overseeing operations of the Premises shall meet with representative(s) of Landlord and inspect the Premises and confer on status of operations and possible improvements.

(c) Tenant shall be responsible, at its sole expense, for all interior building repairs, including repairs to exterior doors. Tenant shall also be responsible for repairing, at its sole expense, all damage to ladders, piers and fender pilings caused by any vessel using Harbor facilities to access the Premises in connection with Tenant's operations. A video will be given to Tenant prior to the Commencement Date to establish the baseline state of conditions.

(d) Landlord shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Premises nor to any Improvements or alterations now or hereafter located thereon, except that Landlord shall maintain the outside and roof of the structure containing the Leased Premises, including painting the outside of the structure.

(e) In the event that the Tenant, its agent or invitees cause any Damages (excepting ordinary wear and tear) to the Premises, Landlord may repair the same at Tenant's expense and Licensee shall immediately reimburse Landlord therefor. Tenant shall make or cause others to make all repairs, replacements or renewals, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, necessary or appropriate to maintain the Premises in Good Condition. Tenant shall provide and maintain established standards of public health and cleanliness established by Landlord.

(f) In the event Tenant fails to maintain the Premises in Good Condition as required by this Paragraph 14, Landlord may give Tenant written notice specifying what actions are required to correct the conditions of the Premises. In the event Tenant fails to initiate such actions as are indicated by Landlord in its notice within thirty (30) days after Tenant's receipt of such notice, or thereafter fails to diligently proceed to complete such actions, such failure shall be deemed an Event of Default within the meaning of Paragraph 21 and Landlord shall have all the rights, powers and remedies provided for in this Lease or at Law including the right to enter on the Premises and maintain or cause the Maintenance of the Premises as required by this Paragraph 14. In such event Landlord shall be entitled to reimbursement for any amounts spent plus a fee of ten percent (10%) of the cost of the work performed which shall be due and payable five (5) days after Tenant receives Landlord's statement therefore. In the event Tenant fails to pay such amounts within such five (5) day period, Landlord shall be entitled to interest thereon at the Default Rate established in Section 21.4 from the end of such five (5) days until paid.

14.4 Common Maintenance and Landscaping Program. If Landlord shall, after the Effective Date, implement a program for the common Maintenance and landscaping of common areas situated near the Premises, Tenant agrees to enter into an agreement with Landlord and Landlord's other tenants, as appropriate, implementing such a program and to pay its proportionate share of expenses.

14.5 Signage Program. Tenant agrees to comply with Landlord's regulations, policies and guidelines governing signage, and to pay costs and operational expense of installing and maintaining signage for the Premises on Harbor property. No signs, directional, guiding, or

FEBRUARY 5, 2014

THREE CAPTAINS LETTER TO

HARBOR COMMISSIONERS

Three Captains' Sea Products
1 Johnson Pier
Princeton by the Sea

February 5, 2014

San Mateo Harbor District
1 Johnson Pier
Princeton by the Sea

To Harbor Commissioners:

Three Captains is the longest continuous business at the Pier and has been giving great service to boats since 1981. During the negotiation for the new lease, I had a meeting with the Harbor Manager, Peter Granelli about the disadvantages Three Captains' Sea Products had in regards to unloading compared to the two other buyers. He assured me that he would share that concern with the Harbor Commissioner and get back to me. At the next meeting with Peter Granelli, I was told that the Harbor Commissioners had visited the Pier and took my concern under consideration and said "it was a no brainer" and that they agreed to give me a new location for a second hoist, in a different place other than behind the building with no expense to the Harbor.

After the lease was signed, I was told I could start on the hoist. I had the galvanized hoist built to the standard which would improve the look of the Harbor. I also got the permit for the electricity and the hoist was ready to go. To my surprise, I was told to place the hoist on hold. This was not the first time I was told to put the hoist on hold. After receiving the go ahead, on three separate occasions I was told to put the work on hold.

The hoist was supposed to go up before the crab season and it is now 2 ½ months into crab season! When the second hoist was approved at the new location, I assured my boats that unloading would be easier, faster, safer and more convenient to them as it is currently a struggle. I was not able to keep my

promise to the boats. I am still on hold. It is not fair for anyone to be treated this way when there is a demand for unloading it is not a good business decision.

This has caused me a lot of mental stress, has been an inconvenience and loss of money. I have already put $30,000 to $35,000 into this hoist. I have not taken any legal action as of yet and I sincerely hope I won't be forced to do so.

The new hoist will expedite the unloading and will make the Harbor less congested and bring in more revenue. I request you remove the hold on the hoist and keep to the agreement we made.

Sincerely,

Larry Fortado

Three Captains' Sea Products

JANUARY 15, 2014

HMB SEAFOOD MARKETING ASSOCIATION DELIVERED LETTER TO HARBOR COMMISISON DURING REGULAR BOARD MEETING

January 15, 2014

To: San Mateo County Harbor District Commissioners, General Manager Grenell, Harbormaster Grindy
From: Half Moon Bay Seafood Marketing Association
RE: Agenda Item #12- Informational Report: Hoists on Johnson Pier

The commercial fishing members of the Half Moon Bay Seafood Marketing Association are greatly affected by decisions made regarding the configuration of hoists and freezers on Johnson Pier. Our businesses depend on the ability to efficiently access loading and offloading facilities, as well as fuel and ice etc.

We believe that changes to the infrastructure on which fishermen depend requires a great deal of consideration and planning. Therefore, we would like to request that industry members be consulted and allowed to participate in the process prior to any hoist installations or infrastructure changes that affect the fleet. Our board of directors and members can be reached at hmbsmaboard@gmail.com in order to schedule a meeting prior to any changes to the pier.

Sincerely,

Porter McHenry
President
Half Moon Bay Seafood Marketing Association

JANUARY 7, 2014

AGENDA ITEM 12: INFORMATIONAL REPORT – HOISTS ON JOHNSON PIER

ITEM 12

San Mateo
County Harbor
District

Memo

Date: 1/7/2014

To: Board of Harbor Commissioners

From: Peter Grenell, General Manager
Scott Grindy, Harbor Master

Re: Informational Report: Pillar Point Harbor: Hoists on Johnson Pier

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As called for by the Board of Harbor Commissioners, following is information on hoists at Pillar Point Harbor, including Johnson Pier.

Existing Hoists on Johnson Pier:

At this time there are five hoists on Johnson Pier. These are all provided, owned, operated, and maintained by three commercial wholesale fish unloaders and buyers. Pillar Point Seafood has two, Three Captains Sea Products has two (although one is inoperative), and Morningstar Fisheries has one. The hoists are used for unloading fish caught by commercial fishermen, either home-ported at Pillar Point or from other harbors.

Lease Requirements Regarding Hoists:

The three commercial fishing operations on Johnson Pier each hold a lease from the Harbor District. Each lease requires the following:

9.1 Use (b)(i): "Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including

winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master."

14.3 Tenant's Maintenance Obligations: This lease section provides that the tenant shall be responsible at its sole expense for maintenance of the leased premises including improvements and equipment, except that the District shall maintain the outside and roof of the building containing the leased premises.

Hoist Certification:

State law requires that hoists be regularly inspected and certified by the appropriate authority. This is the responsibility of the hoist owner. Copies of hoist certifications must be given to the Harbor Master.

District's Public Hoist:

The Harbor District maintains a public hoist on shore near the Harbor office, above a skiff dock. This facility is available to the general public. This hoist is key fob operated and slip-holder users are billed on their slip rent bills. Non-slip holders have the harbor patrol activate the hoist and track time used.

Johnson Pier Deck Planning for Improved Operations:

The Johnson Pier has been recognized by its users and the District as congested and inefficient in its function as a fish unloading facility. This results from its limited deck area and design, and multiple uses including public access to the pier and to its five docks and limited vehicle parking for slip tenants.

A 1994 study commissioned by the District identified three pier expansion alternatives, particularly at the outer portion of the pier used by commercial fishing operations. These alternatives showed widening of deck area along outer and inner pier areas. High estimated improvement costs and no available funding resulted in no remedial action at that time.

The District is again considering ways to improve fishing operations on the pier. Relocation of some of the freezer capacity is being examined; retention of bait storage on the pier probably is needed, however. More substantially, the feasibility of possible limited expansion of deck area to enable more efficient and safe truck operation is being considered. Feasibility of expanded hoist provision and location is part of this inquiry. The leases provide that a tenant may provide another hoist at a location approved in advance by the Harbor Master.

Facilities Condition Survey:

The District has begun a comprehensive Facilities Condition Survey at both Pillar Point Harbor and Oyster Point Marina. This survey will update the previous survey done several years ago. The survey will include condition of the Johnson Pier and related District facilities and structures. The survey outcome may have implications for use of hoists on the pier.

Strategic Business Plan:

The Facilities Condition Survey will be a direct input to the District's multi-year Strategic Business Plan, which will get under way in 2014. As part of the Business Plan's Pillar point component, a fisheries sustainability plan linked with a facilities needs analysis will be included. This will consider improvements, expansion, and economic, physical, and environmental feasibility of fishing infrastructure including hoists.

NOVEMBER 6, 2013

PETER GRENELL'S EMAIL TO

COMMISSIONER BRENNAN

From: "Peter Grenell" <pgrenell@smharbor.com>
Subject: RE: New hoist going in on Johnson Pier?
Date: November 6, 2013 3:21:38 PM PST
To: "sabrina brennan" <sabrina@dfm.com>
Cc: "Robert Bernardo" <smcharborcommissioner@yahoo.com>, "Jean B. Savaree" <jbs@adcl.com>, "Kai Ruess" <KRuess@adcl.com>, "Scott Grindy" <sgrindy@smharbor.c
<pietro15@comcast.net>, "James Tucker" <jamestucker17@comcast.net>, "William Henry Holsinger" <william.holsinger@me.com>

1. Mr. Fortado does not have approval to install another hoist on Johnson Pier. As you will discover upon reading the pertinent lease language, the Harbor District must give prior approval; that means the Harbor Commission. Mr. Grindy and I have discussed another h for Mr. Fortado, and possibly for Mr. Mallory, or some shared arrangement. Alternative locations have been discussed with Mr. Fortad nothing has been finalized. The idea of a public hoist has also arisen for consideration.

2. Lessees are responsible for their equipment including hoists. Repair work was done relating to one hoist that involved deck work not the leasehold's purview. The District will recover prorated costs incurred from the lessee concerned. Consult with Harbor Master Grin for details.

3. As an examination of the lease documents will reveal, provisions exist for sub-leasing. I suggest you review those to become familiar v the terms and conditions regarding sub-leasing.

Peter Grenell
General Manager

JUNE 25, 2013

BETTENCOURT FISHERIES/SNYDER MILLER &
ORTON LETTER

Foreperson
San Mateo County Civil Grand Jury
400 County Center
Redwood City, CA 94063-1655

Re: Requested Inquiry Into Operations Of San Mateo County Harbor District Pillar Point Harbor

Grand Jurors:

On behalf of Bettencourt Fisheries, we respectfully request that you convene an inquiry into the operation of the Pillar Point Harbor by the San Mateo County Harbor District. The Commissioners of the District are Pietro Paravanno, James Tucker, Robert Bernardo, Sabrina Brennan and William Hollsinger the General Manager of the District is Peter Grennel.

The specific operations, policies and programs to be investigated are the management of Johnson Pier in Pillar Point Harbor, and specifically the award of leases for commercial operations on the pier.

The investigation is necessary and appropriate because substantial credible information, provided with this letter, demonstrates that the Commissioners and General Manager have mismanaged the award of leases to businesses using the Johnson Pier. This has resulted in significant economic loss to the District. It has caused significant damage to competition among service providers who operate on public facilities. And, it has destroyed business opportunities for those who desire to offer additional services.

Bettencourt Fisheries proposes this investigation. It is a local family commercial fishing business that has operated in Half Moon bay for more than 100 years. As the accompanying materials explain, when the District invited proposals for leases in early 2012, Bettencourt was the only business to propose lease terms which met the minimum required rental. Bettencourt not only submitted the only compliant bid, it proposed improvements to public facilities, which would have provided significant benefits to the public. Nonetheless, the District determined to award leases to incumbent proposers who refused to pay the minimum rent specified. The result has been both lessening of competition and significant loss of revenue.

Concerns about the operation of the Harbor District are not new. The 2001 Civil Grand Jury reported that:

> "There is, however, major dissension among the Commissioners. There has been refusal to participate in discussion of, and vote upon, some issues, and frequent airing of complaints outside Commission meetings. This dissension distracts the Commissioners and the District Manager from properly conducting District

180 Montgomery Street, Suite 700 San Francisco, CA 94104 (415) 982-4400 (main) (415) 982-4401 (fax) www.smollp.com

business. For example, some of the District leases, entered into some years ago, are not providing optimum revenue.
Recommendations were:
1. District Commissioners should develop a better working relationship in order to better govern the District.
2. The District should engage a qualified consultant to help Commissioners develop conflict resolution skills.
3. The District should publicize its successes to counter current unfavorable publicity.
4. The District should seek opportunities to improve terms of its leases to generate more income."

Despite a recommendation made more than 12 years ago, the District has failed and refused to improve the terms of its leases and, worse, has submitted to pressure from incumbent lease holders to continue to provide them with low cost rents – below the minimum amount specified by the District when the current round of lease renewals took place.

Substantial documentation confirms the improprieties in the lease awards. Both Lisa Damrosch and Geoff Bettencourt are available to provide specifics.

Enclosed as Exhibits A[1] and B[2] for your review is a newspaper article which provides some background. It is significant, we believe, that Bettencourt has been a leader in working with environmental groups to reduce the impact of ground fishing off the San Mateo coast. This involvement has specifically surfaced as a factor in the discussions concerning renewal of the leases. If the District has given undue deference to the desires of "traditional" high impact fishing interests in denying the Bettencourt application, it should be a matter of particular concern to the Grand Jurors.

A timeline of events surrounding the award of leases is attached hereto as Exhibit C and is summarized as follows:

A public notice was issued December 8, 2011 specifying that the minimum annual rental would be not less than $3,000 per month and setting a deadline for lease applications of February 23, 2012. Bettencourt timely submitted its lease package and filing fee. There were three incumbent lease holders, each of whom has enjoyed the use of public facilities for a significant time. All three requested renewal. Bettencourt was the only proposer who submitted a competing proposal.

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[1] Also available at http://halfmoonbay.patch.com/groups/business-news/p/local-fishing-family-at-odds-with-harbor-district-ovee4aa56ec3b

[2] Also available at http://www.hmbreview.com/news/fishery-blasts-harbor-over-lease-process/article_006b490c-bbeb-11e1-800c-001a4bcf887a.html

The Four proposals submitted were made public. Comparison shows clearly that Bettencourt was the only proposer to comply with the minimum rent term.

The Bettencourt Package was the only package to offer a 100+ year family history, a plan for marketing and branding, support for sustainable and environmentally friendly fishing, expanded market opportunities for the fleet, and careful and accurate reporting using the latest technology. None of the other applicants offered any of these things.

The application by Bettencourt created significant tension. Audio of the April 18, 2012 Harbor Commission meeting confirms the late Commissioner Padreddi stated: "My feeling was that this was going to be an easy negotiation, we were just going to renew the leases and everyone was going to be happy. But now all of a sudden, stuff is coming out". During the May 2, 2012 meeting President Tucker expressed frustration, and asked General Manager Grenell if he was too close to negotiate successfully. Tucker confirmed that there were four applicants and that "one applicant is on board and has met all requirements and the other 3 have not met them". Commissioner Tucker stated three times on the record that the Bettencourt Proposal was the only compliant proposal.

Nonetheless, on May 30, 2012, Mr. Grennel recommended awarding the leases to the three incumbent applicants. Beginning in June 2012 and until November 2012, Bettencourt attempted to work with the General Manager for a resolution which would have resulted in the creation of a fourth lease that would not displace incumbent tenants but that would increase District revenue significantly. The General Manager alternately refused to meet and professed interest in the proposal, but ultimately rejected it out of hand. At the same time, the District did not execute the three leases which had been awarded. Almost nine months passed (during which revenues were lost because the new leases were not in force) but on March 12, 2013 Mike McHenry (Pillar Point Seafood), Larry Fortado (Three Captains Sea Products), and Dave Mallory (Morning Star Fisheries) each signed their respective leases with the District for premises on Johnson Pier. Bettencourt has worked hard to repair relationships damaged by the Harbor negotiations of 2012 during which they were used as a threat and bargaining tool against the incumbents. The Bettencourts do not desire to harm the businesses currently in place, but they do believe the District should be held accountable for its mismanagement.

The Bettencourts believe that the mismanagement is not limited to the District's leasing operations. For example, attached as Exhibit D[3] is a recent newspaper article which concludes that District commissioner compensation is markedly out of step with other county organizations. As noted in the article, the District commissioners receive compensation and benefits well above that of other local governing bodies.

Bettencourt believes investigation will confirm significant mismanagement of the Pillar Point Harbor including lost and foregone revenue and suppression of competition among users of the public pier. Bettencourt believes investigation will confirm that it is not the only business damaged by poor management of this Harbor District. Simply put, after

[3] Also available at http://www.montarafog.com/2013/05/harbor-district-pays-commissioners-far-above-what-directors-at-other-local-governing-bodies-receive/

more than 100 years of conducting business in this Harbor, they cannot continue to stand by and to watch the mismanagement of a public resource that their family has worked so hard to build.

Bettencourt respectfully requests an investigation and will make documentation and information available.

Respectfully submitted,

James L. Miller
Snyder Miller & Orton LLP
On Behalf of Bettencourt Fisheries

EXHIBIT A

News | Business

Local Fishing Family at Odds with Harbor District Over Fish Lease

When the leases expired for three fishing companies on Johnson Pier, the San Mateo County Harbor District was faced with making some challenging decisions that not everybody liked.

Posted by Christa Bigue (Editor), June 22, 2012 at 02:08 am

3 Comment Recommend

Fourth generation commercial fisherman Geoff Bettencourt says he never had a chance" when applying for one of the three open fish leases on Johnson Pier in Pillar Point Harbor.

A superior economic package from a family with 120 years in this community was brushed aside in favor of entrenched interests who were able to convince the Harbor Commission to turn down additional revenues," he said. One would have to ask if this Harbor Commission will ever allow anything to improve at Pillar Point Harbor."

The San Mateo County Harbor District s general manager Peter Grenell says anyone had a chance through a proposal process that invited interested parties to apply for leasing one of the three open facilities used for fish buying and off loading.

In December of 2011, the San Mateo County Harbor District issued a public notice requesting interested parties to submit proposals since the current leases for Pillar Point Seafood, Morningstar Fisheries and Three Captains Sea Products had expired. They received four proposals, one from the Bettencourt s and three from the existing leaseholders.

In the end, it was decided that Pillar Point Seafood, Morningstar Fisheries and Three Captains Sea Products would continue as

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Found dog in Ocean Colony. Limping. Very sweet and friendly. Leather collar, rabies tag from...

Announcements June 19, 2013 at 06:55 pm
pattiholt

Youths learn how to enter an art show and gain self esteem. Pacifica art students bring home 1st and 2nd places from the San Mateo County Fair. Youths...

Announcements June 16, 2013 at 09:46 pm
Candace Troy Studios

leaseholders of the same three spots they ve held for 30 years.

Currently the leases are being reviewed by each of the three firms awarded the leases from the Harbor Commission. The leases will then be forwarded to the Department of Boating and Waterways (DBW) with the Harbor Commission s request for their review and approval. Once that is given by DBW, the leases will be signed.

During these challenging economic times, the Harbor Commission felt the need to reaffirm its commitment to sustaining the diversity and stability of Pillar Point fisheries and fishing activity, while obtaining increased revenues from existing and new sources," said Grenell. The Harbor Commission decided that renewing our relationship with the existing leaseholders is the best way to accomplish these goals."

Still, the Bettencourt s assert that there was some other agenda at play here," said Lisa Bettencourt-Damrosch, who drafted the proposal for the lease with her brother Geoff.

Even though Bettencourt Fisheries fully complied with the application and was the only package that met the minimum lease amount required per the public notice, offered an investment for improvements to the space, had 120-year fishing family history, a plan for marketing and branding, support for sustainable and environmentally friendly fishing, expanded market opportunities for the fleet, and careful and accurate reporting using the latest technology, we never had a chance," said Bettencourt-Damrosch.

My brother Geoff Bettencourt and I did everything we possibly could to provide the harbor with the best possible option, economic and otherwise, and as is clear in the record, that we did provide the best option and still we were not given a lease."

Bettencourt-Damrosch attributes a loyalty to the individuals who have been leasing at the pier for many years, multiple negotiations with the existing tenants that excluded them, and a desire to retain longer term leases to sell as major reasons why the Bettencourt s believe they were overlooked when applying for a fish lease on the pier.

When a public notice is issued with requirements that are suddenly changed without an additional public notice, when closed door sessions are held and votes that take up to six months are reached without discussion, and when an economically and otherwise superior package that has by all accounts met and exceeded all original requirements can be passed over for non-compliant entrenched interests, someone needs to stand up," said Bettencourt-Damrosch.

Still, before awarding any leases, the Harbor Commission, according to sections in the State Harbors and Navigational Code, has two options: except the highest bid for filling the spots or provide a proposal and negotiating process.

They opted for the proposal process, which gives no direction or guidance other than the implication that you will decide who is awarded the lease," said Grenell.

Why did they opt for the proposal process as opposed to the highest bid?

Because we need to consider the best interest of the harbor and in a highest bid process we lose our flexibility and control over ensuring the safety and wellbeing of the harbor," said Grenell.

He's referring to the fact that with the highest bid, we will be stuck by law to take on that hirer bid even if they don t comply with the physical limitations of the pier and its arrangement," he said.

Traffic congestion and safety become a huge factor to consider as fish lessees jockey for space. Anyone can come in and decide to unload fish for a period of time, and then turn around and start buying.

We can only have so many out there doing the same thing. The bid process does not allow us to manage what fish lessees do and how they do it so that s why we opted for the proposal process," he said.

Glass Blowing Classes for Dad
Half Moon Bay Art Glass, Douglass C Brown/ Colquhoun Glass Works, is offering the Groupon...

Business Updates June 14, 2013 at 10:57 am
1 Christa Bigue (Editor)

San Mateo County Supervisorial District Lines Meeting in...
Come and learn about the San Mateo County supervisorial district lines. Share your thoughts...

Announcements June 13, 2013 at 05:00 pm
Jamilah Jordan

San Carlos residents should thank their LUCKY Stars
That city manager Jeff Maltbie didn't ask for $350,000 per year salary. He only asked for...

Speak Out June 13, 2013 at 10:43 am
1 Michael G. Stogner

New Leaf is Hiring!
New Leaf will be holding a "Meet and Greet" on Thursday, June 20 from 1-3 pm where you...

Announcements June 12, 2013 at 05:29 pm
Patti Bond

Regardless, Bettencourt attests that Grenell released a staff recommendation that reduced the minimum lease amount from $3,000 to $2,500 and proposed to award the leases to the same businesses that have held them for 30 years without significant improvements or revenues given to the Harbor. He also wonders why the Harbor Commission with a $1.4 million debt to the Department of Boating and Waterways wouldn t want the highest bid to generate revenue.

We offered a significant investment into facility improvements the other three proposals did not," said Bettencourt. Our proposal also offered the possibility of a new and additional revenue stream such as expanding market opportunities for the fleet."

Grenell says there was a lot more to their decision than looking to generate revenue. He admits that higher leases would indeed help pay off loans but the Harbor is already increasing their revenue sources in other ways so this gives us another reason to not go for the highest bid," he said.

New revenue streams for the Harbor include unloading fees, and under a new ordinance code, the Harbor District has implement a commercial buyer activity permit so non-lessees will have to apply for an annual permit before buying on the pier.

Up until now, we never received revenue from those off-site buyers or fish unloaders, but we will now," said Grenell.

In addition, the Bettencourt s only wanted to unload fish and we can only have one out there because of the physical safety issues on the pier. It would be too much chaos out here," he said.

Also, said Grenell, with the Bettencourt proposal there were too many variables of uncertainty, including the Harbor Commission s responsibility to maintaining fish diversity in the harbor when it comes to the individual fishing quotas (IFQ) catch share system, which has been challenged in federal court.

A highly regulated federal government program, IFQs set a species-specific total allowable catch (TAC), typically by weight and for a given time period. A dedicated portion of the TAC, called quota shares, is allocated to individuals. Quotas can typically be bought, sold and leased, a feature called transferability.

Uncertainty arises as to what happens if the chailenge is upheld. While the Bettencourt proposal clearly says that Bettencourt would unload catch from any fishery, not just ground fish, the proposal focuses on establishing a ground fish unloading station at Pillar Point Harbor," said Grenell.

Still, it might work for Bettencourt to be the only first receiver unloader for IFQ ground fish but the IFQ system limits participation in the fishery, and thus may reduce local fishing activity," said Grenell.

This contrasts with a community fishing association (CFA) alternative, in which the association would hold the quota that would be available to a wider range of participants. The formation of a CFA at Pillar Point Harbor is being talked about, said Grenell, and would sustain a wider community access to the fishery and would be important for the Pillar Point fishing industry and its participants.

Under this approach, quota would be assigned to the association and thus available to all of its members, in contrast to the individual assignments of IFQs. It s not certain, but if a CFA were to be formed and sought quota, that might be more difficult to obtain if an IFQ operation were already in place," he said.

Yet the Bettencourt s continue to explore options with the Harbor.

Last week they requested a meeting with Grenell to share a proposal with a solution. They would like to see a fourth location created on the pier, a progressive and viable solution to this whole problem," said Bettencourt-Damrosch.

As a family that has been unloading to this dock since it was built, we are clear on what is possible within the space, and we are willing to create and fund this solution ourselves," she said.

Grenell is aware of their idea but because the Bettencourt s

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Announcements June 12, 2013 at 08:05 am
Marc Gottlieb

YAH FOR TACO BELL!!!!
it is about time we get a TACO BELL... I am all for it!!!!!!!
p.a. donohue

Speak Out June 11, 2013 at 09:19 pm
1 2 Patricia Anne Donohue

Need witness to accident
Seeking witness(es) to accident 5/25 p.m. near
Safeway.
Thank you.

Speak Out June 11, 2013 at 01:07 pm
1 Deborah Hock

Cafe Gibraltar Now Serves Sunday Brunch
The El Granada restaurant with its award winning Mediterranean cuisine started serving Sunday...

Business Updates June 11, 2013 at 11:00 am
2 Christa Bigue (Editor)

attorney had contacted the Department of Boating and Waterways about the Harbor Commission s action on the leases, the District needs to wait until the Department has acted on its review of the leases before we are in a position to discuss new alternatives. Not until then will the question of considering other proposals arise," Grenell said.

In the meantime, the Bettencourt s remain hopeful that the Harbor Commission will meet with us and resolve this with a re-evaluation of their decision," said Bettencourt-Damrosch, "or a new alternative as we have tried to propose."

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3 Comment Recommend

Comments

+ Leave a Comment

Dee June 22, 2012 at 11:35 am
I feel for the Bettencourts and it sounds like they are disappointed but the Harbor Commission did the right thing considering all they have to consider when awarding these leases. They have a tough job and a lot to contend with when it comes to codes, federal regulations, revenue and safety issues, the list goes on. Kudos to them for their due diligence.
Recommend

Flag as Inappropriate

Pillar Point Harbor June 22, 2012 at 08:57 pm
"Kudos" to the Harbor District? That's like saying kudos to the Mosquito Abatement District. http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2012/01/12/BA6P1MOIMR.DTL
Recommend

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Pillar Point Harbor June 22, 2012 at 09:15 pm
What's up with commissioner William Holsinger abstaining from voting whenever a controversial decision comes before the commission?
For years Pietro Parravano has been recusing himself and walking out of meetings whenever commercial and recreational fishing agenda items are being discussed. With Holsinger refusing to vote and Parravano unable to vote the Harbor District is left with three voting commissioners.
Recommend

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Who's Blogging?

Vandals Destroy Fence at Pacific Ridge Project Near Half...
The fence went up but 24 hours later parts of it were taken down perhaps by those who are...

Speak Out June 7, 2013 at 04:52 pm
2 Christa Bigue (Editor)

The Sausalito Art Festival American Icon Art Competition
Calling photographers and painters of all levels! The Sausalito Art Festival American Icon Art...

Announcements June 7, 2013 at 02:51 pm

SausalitoArtFestival

Spare the Air Alert issued for Saturday, June 8, 2013
Today the Bay Area Air Quality Management District issued the third Spare the Air Alert for...

Announcements June 7, 2013 at 12:31 pm
Rachel
Zaokopny on behalf of the Air District

EXHIBIT B

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Fishery blasts harbor over lease process

Applicant offered more money

Story Comments (3) Print Font Size:

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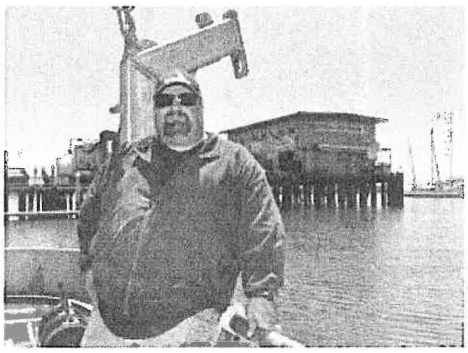
Posted: Thursday, June 21, 2012 2:49 pm

By Mark Noack [mark@hmbreview.com] | 3 comments



Charles Russo

Fourth-generation local fisherman Geoff Bettencourt tried and failed to get a lease on the Johnson Pier Fishery in Pillar Point Harbor.

Posted on June 21, 2012 by Mark Noack

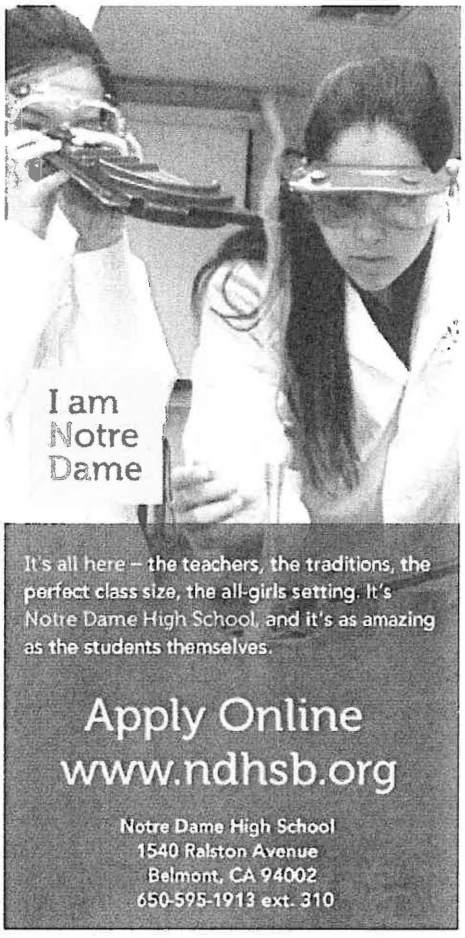
For the last 120 years the Bettencourt family has made a living as part of the Coastside fishing community, but now, for the first time ever, family members say they feel like pariahs at Pillar Point Harbor.

The family rolled the dice last year, hoping to grow its seafood business, Bettencourt Fisheries, by applying to rent a space at the end of the Johnson Pier. That set up the family for a fight with Morningstar, Three Captains and Pillar Point Seafood, three fishing companies that have occupied the harbor s spaces for decades.

The harbor s three commercial buildings operate as seafood marketplaces, providing a location for fishing companies to buy the catch of independent fishermen or store their own stock. The buildings are also used to sell the seafood to wholesalers or individual customers.

Now, after seven months of trying to sell themselves as model tenants, the Bettencourts believe they ve been competing in a rigged match run by the San Mateo County Harbor District. Earlier this month, the Harbor Commission rejected the Bettencourts application, choosing instead to sign new leases with its longstanding tenants.

That decision came as a shock to the Bettencourts. They say they tried to go above and beyond what the harbor requested, offering to pay $800 more each month than their competitors. They also pledged to adhere to stricter sustainable fishing standards and invest $60,000 in repairs to their building space.



–We thought we had a chance at this, and it turns out we didn t," said co-owner Lisa Bettencourt-Damrosch. –We could ve offered them anything, but clearly they were going to give the lease to the other three."

Under other circumstances, the harbor would have been compelled to select Bettencourt Fisheries as the highest return on investment for a taxpayer-funded government agency. But this wasn t a normal bid process, said harbor General Manager Peter Grenell. The Harbor District instead used a special provision of Section 72.2 of the California Harbor and Navigation Code, which allowed the district much more flexibility to choose its business partners.

–We felt it was the most appropriate and useful process to go through," Grenell said. –The (Bettencourts) may think they should get it because they offered more money, but it s not a bid process."

The lease battle first started in December when the harbor district publicized it was accepting new tenants. In its public notice, the harbor listed the new minimum rent at $3,000 a month plus new fees for unloading fish and seafood sales. Previously, the district reportedly charged about $2,100 a month, and the longstanding fishing tenants balked at having their rent jump by nearly a third.

The Bettencourts say they felt the ire of the other fishing companies, after they upped the bar by offering to pay $3,300 a month. Bettencourt-Damrosch remembers the harbor district staff and the commissioners encouraging them to stay in the running.

Last month as the district prepared to choose tenants, Bettencourt-Damrosch said she was certain her family would get one of the spaces. Harbor Commission Chairman Jim Tucker noted at the time that the Bettencourts were the only party that actually followed the application s minimum guidelines.

But earlier this month, Grenell made clear he preferred to stick with the three current tenants. In a staff report written to the harbor commission, he suggested the Bettencourt company could try to monopolize by buying up fishing rights. His allegation was based on the Bettencourt s participation in the Groundfish Rationalization Program, a relatively new government-run program that assigns fishing quotas to senior fishermen. The quotas can then be traded or sold.

–Basically, this opens the door to some entity or person going after quotas and in the end reducing the number of people who are fishing," Grenell said. –There could a chain of economic impacts."

That logic is –seriously flawed" countered Geoff Bettencourt, saying that would mean he was being unfairly penalized because he joined a sustainable fishing program. Groundfish was only one part of his business, he explained, and he also dealt in crab, salmon and other species.

–It makes no sense ... the only thing we can think is that they don t want us in the harbor because of our environmental ties," he said. –We spent seven months in this process because we thought it was fair, and they used me like a pawn."

Grenell instead proposed signing new leases with the three current tenants for $2,500 a month an amount $500 less than the district originally listed as its minimum rent.

Commissioners Pietro Parravano and William Holsinger earlier this month recused themselves from voting. The remaining three unanimously approved the staff recommendation, echoing the need to uphold –diversity" at the harbor.

–We ve done business with the existing three tenants, and I didn t feel that this was the right time to jump ship," said Commissioner Robert Bernardo. –Obviously we re going through tough economic times, and the way I approached it was we needed to reaffirm our commitment to stability and sustaining diversity."

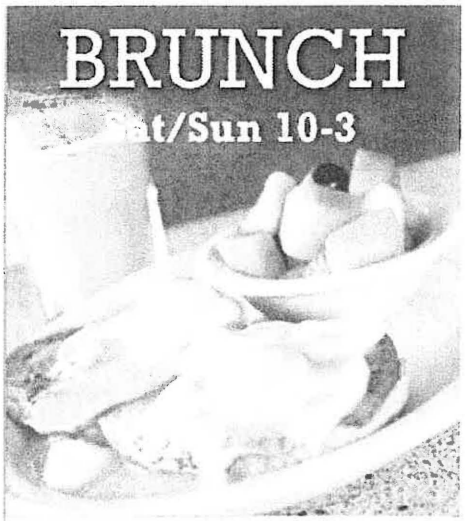
Chairman Tucker went along with that reasoning, even though he said that at face value the Bettencourts made a better offer.

–We had these incumbent lease owners, and I felt that we owed loyalty to them," he said. –If we wanted to bring in the Bettencourts, it would have been good for us, but which one of the three tenants do we throw out?"

The Bettencourts now believe they were kept in the running to provide leverage to prod the old tenants to accept a higher rent. They have forwarded their complaints on the lease process to the state Department of Boating and Waterways, which has final approval on the lease process.

–Relationships that we ve had for 40 years have been damaged because of this," said Bettencourt-Damrosch. –That s the fallout for us from this."

A Boating and Waterway official said the department is currently investigating the matter.



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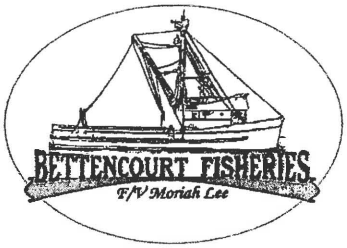
Students sing a song at the conclusion of opening day of this year s Montara Street Camp on Monday.

Martin s Beach
Surfers and others are increasingly finding their way to Martin s Beach after authorities declined to prosecute alleged trespassers.

Joshua Stacy
Joshua Stacy stands on a staircase in the Bernal Heights neighborhood of San Francisco. It s one of many city stairways the Loma Mar resident is walking this spring.

EXHIBIT C



Timeline of Events…any and all back up documentation is available.

12/8/11: Public Notice Issued- (document available) Key points, "lease will require payments of minimum annual rent of not less than $3,000 per month. Deadline for applications Feb 23, 2012

2/23/12: Bettencourt Fisheries package and $500 filing fee submitted.

3/21/12: Harbor Commission Meeting- All 4 applicants spoke at meeting, closed session held afterwards to review packages. (Meeting Minutes available) **Key Point:** Per Audio file, Incumbent tenant stated that they wanted to retain longer term leases to sell. *"anytime you have a business, you want to sell it possibly or whatever, that is so you can get something out of all of the hardwork that we have done out there The shorter the lease is, the less value you have in case you wanted to move on. And the harbor, if you sold it and got some money would get a % of that."*

4/2/12: Requested status update from Grenell. Phone call where we were asked to agree to a 5-year lease term with 2 -5-year renewals. We complied. Further discussion about offloads fees, which were followed up on with clarification emails.

4/12/12: Memo from Peter Grenell including 4 proposals received made public as part of 4/18 meeting agenda. (Memo and applications available)

Key Point(s):

- A review of the 4 packages submitted clearly shows that Bettencourt Fisheries is the only package that met the minimum lease amount required per the Public Notice. It was also the only package that offered an investment for improvements to the space. The other 3 did neither.
- The Bettencourt Package was also the only package to offer a 120 year family history, a plan for marketing and branding, support for sustainable and environmentally friendly fishing, expanded market opportunities for the fleet, and careful and accurate reporting using the latest technology. None of the other applicants offered any of these things.
- A quick look at the summary from Staff of each of the applications attached to the Staff memo dated 4/12/12 shows 3 applicants wanting nothing to change, and stating that the Harbor wanted too much money, and an application from Bettencourt Fisheries complying with all requirements and offering the value added items above.

4/17/12: Additional information regarding IFQ and summary of benefits to the Harbor of Bettencourt Fisheries submitted to Mr. Grenell ahead of 4/18 closed session (items available)

4/18/12: Harbor Commission Meeting- Agenda Item 4- Public Hearing Began (Minutes and notes transcribed from audio file of meeting available)

Key Point(s):

- Many parties spoke, no questions asked of Bettencourt Fisheries
- Per Audio File -Commissioner Padreddi: *"My feeling was that this was going to be an easy negotiation, we were just going to renew the leases and everyone was going to be happy. But now all of a sudden, stuff is coming out"*
- Outcome: Continue to next meeting.

5/2/12: Harbor Commission Meeting- Agenda Item 6- Continuation of Public Hearing (Minutes available)

Key Point(s):

- President Tucker expressed frustration, asked Grenell if he was too close to negotiate successfully.
- President Tucker clarified that there are four applicants for three positions and that *"one applicant is on board and has met all requirements and the other 3 have not met them"*.
- **Audio Files show that Commissioner Tucker stated three times on the record that the Bettencourt Proposal was the only compliant proposal.**
- Geoff Bettencourt asked if the Commission could award him a lease and let the non-compliant 3 other applicants continue to negotiate for the other spots....Commissioner Tucker replied: *"I think there is a certain amount of loyalty to the individuals who have been here for many years, and these three have- and if we went ahead and approved you, which you are on board already as far as complying with what we have asked- then somebody is committing harry carry out there, because you have two positions left and three tenants and you know, God forbid something crazy would happen- so we've got to do this in a different manner"*.
- Commissioner Tucker told Mr. Fortado to continue to negotiate with Staff... saying *"You have what is left of this month until the first meeting in June. Please try to work something out."* And *"Well if we don't come to some kind of something in June, something has got to happen. We have got one person that is already in-that is ready to go- you make it tough on us."*
- Item continued until June.

5/3/12: Email sent from Bettencourt to Peter Grenell following up on 5/2 meeting, providing notes from public comments made by Bettencourt and indicating that Bettencourt expects to receive a lease based on meeting and asking to be kept informed of any changes. (email available)

5/30/12: Mr Grenell provides recommendation to award leases to 3 existing applicants and not Bettencourt Fisheries. (Memo available)

6/4/12: Comprehensive letter rebutting staff recommendation provided ahead of 6/6/ meeting. (Letter attached)

6/6/12: Harbor Commission Meeting- "Special Agenda-Closed session held at 6:30 pm...Public meeting held at 7:00 pm- Agenda Item 2 on Public Meeting (minutes to both available)

Key Points:

- Grenell reiterates recommendation per memo
- No discussion or questions posed by Commissioners
- Motion and vote to approve recommendation

6/12/12: Letter sent to Boating and Waterways who has to "approve" the leases per Harbor Navigation Code 72.2 used by Harbor for the process. (letter available)

6/13/12: Requested Meeting with Grenell via email to discuss a possible 4th space option, denied based on letter to Boating and Waterways. (email available)

6/20/12: Half Moon Bay Review Article Published (available) **Key Point:** Mr Tucker quoted that loyalty to old tenants the reason for leaving out an applicant that would have been good for the harbor.

6/21/12: Half Moon Bay Patch Article Published (available)

6/25/12: Spoke with Commissioner Tucker on phone and asked for meeting regarding 4th space, denied based on "lawyers being involved"

6/27/12: Requested a meeting with Commissioner Bernardo regarding 4th space, denied until Boating and Waterways responds. (email available)

8/8/12: Bettencourts request review of 4th location information in hopes of having a meeting per attorney conversations (request and 4th location package available)

8/23/12: Harbor attorney advises our attorney that no meeting will be held due to our refusal to rescind complaint letter to Boating and Waterways. (email available)

9/10/12: Letter sent to Peter Grenell requesting review of 4th space proposal, quoting previous grand jury investigation. (letter and email available)

9/20/12: We receive email stating that Mr. Grenell has been instructed to request a meeting on 9/27. (email available)

9/27/12: Meeting at South San Francisco office with Lisa, Geoff, Peter Grenell and Harbormaster Scott Grindy. Questions asked and answered about 4th space proposal. Mr. Grenell informs us that Boating and Waterways needs to approve any new ideas. Promises to bring it to closed session at next Harbor Meeting and report. Indicated that they would like to move forward before crab season.

10/9/12: Email to Grenell requesting report on Commissioner meetings. Email correspondence with logistical questions. (emails available)

11/6/12: Follow up meeting at South San Francisco office with Lisa, Geoff, Peter Grenell and Harbormaster Scott Grindy. Logistical discussions. Learned that existing hoists are not up to code, harbor concerned about installing shu of switches to force leaseholders to be in compliance. Bettencourts agreed that if we could come to contractual agreement before end of the year, lease would be accompanied by release. Promise of follow up after 11/7/12 Meeting.

11/13/12: Email to Grenell requesting report on Commissioner meetings. Received response that Harbor Commission does not appear interested in pursuing a 4th lease location. (emails available)

EXHIBIT D

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Harbor District pays commissioners far above what directors at other local governing bodies receive

By Darin on May 1, 2013 in News

COMPENSATION AT COASTSIDE SERVING GOVERNING BOARDS, 2013		
Agency	**Pay for Meetings**	**Benefits**
Coastside County Water District	$100 per meeting	None
Coastside Fire Protection District	$100 per meeting	None
Cabrillo Unified School District	None	Option to participate in employee benefits program at full cost
Granada Sanitary District	$145 per meeting	None
Half Moon Bay City Council	$300 per month	None
Midcoast Community Council	None	Free parking at county parking deck when on official business
Montara Water and Sanitary District	$75 per meeting	None
San Mateo County Harbor District	$600 to $1000 per month	Extensive health care and retirement benefits
Sewer Authority Midcoast	$100 per meeting	None

A review of compensation practices among nine governing bodies that serve the Coastside shows that the San Mateo County Harbor District, which is responsible for both Oyster Point Marina and Pillar Point Harbor, offers its commissioners pay and benefits that dwarf those of any other district.

Typically, local government boards pay their governing members a token stipend of one hundred dollars per meeting with no other benefits beyond limited expense reimbursement (in the cases where members are required to travel on government business).

For example, the Coastside Fire Protection District, a local government agency with a multi-million dollar budget and several dozen emergency personnel under its contract with Cal Fire, pays directors one hundred dollars a meeting with a maximum payment of $400 a month a maximum that, to my knowledge, hasn t been reached in at least five years, if ever. In 2011, a time period with an unusually high number of meetings, the total annual expense per director was $1600.

The Midcoast Community Council ranks as the least compensated local governing body. MCC directors receive -zero zip nada not even gas mileage reimbursement" according to council member Lisa Ketchum. According to Ketchum, however, the county does offer members the courtesy of free parking in the county parking structure in Redwood City if they are visiting on official MCC business.

The Half Moon Bay City Council pays its members three hundred dollars on a monthly basis with no health or retirement benefits.

In what is perhaps the most innovative compensation arrangement on the coast, the Cabrillo Unified School Board doesn t pay its board members or offer them paid benefits. But it does allow them, at the full cost of the premiums, to buy health insurance in the school employee health and welfare program. This appears to offer members a significant benefit (if they have no other coverage) while not incurring any costs for the school district.

Dwarfing all other agencies serving the Coastside, the San Mateo County Harbor District offers its commissioners generous and extensive pay, health and retirement plans. Each commissioner receives an automatic stipend of six hundred dollars per month, whether they attend meetings or not. Total cost this fiscal year? $36,000.

The members of the commission enjoy the benefits of the $42,801 allotted to health insurance this fiscal year, covering the five members. Commissioners are also covered by workers compensation insurance ($2400 in the current year) and receive the benefits of an -Employment Assistance Program," budgeted at $542.

Retirees from the commission can rely on financial support from the commission. Although it is not clear whether the insurance offered by the Harbor District is available to new members or just to the two longest serving members and their families (who are grandfathered in) and the retirees, the District has set aside nearly $20,000 a year to cover these expenses.

And it goes on and on. Meetings, travel, and training run $8300. Mileage reimbursement? $400. Employee appreciation dinner? $3750.

All told, the compensation of the commissioners at the Harbor District appears to not only be larger than the costs of the other eight governing bodies combined, it appears to cost *twice as much* as all eight other districts combined even before you add in the nearly $20,000 for the retired commissioners.

The Harbor District commissioners will be meeting to discuss their budget on Wednesday, May 1st and again on June 5th, both meetings at 7:00 pm at the Comfort Inn on Highway One. They will also soon be appointing a new member to replace to the late Leo Padreddii, who passed away two weeks ago.

SAN MATEO COUNTY HARBOR DISTRICT
FISCAL YEAR 2013-14 PRELIMINARY BUDGET

HARBOR COMMISSION EXPENSES

DESCRIPTION	PRIOR YEAR ACTUAL	FY 12-13 FINAL BUDGET	FY 12-13 YEAR TO DATE THRU 3/31/13
SALARIES AND BENEFITS:			
Salaries and Wages Expense:			
Base Salary and Wages	36,000	36,000	27,000
Total Salaries and Wages	**36,000**	**36,000**	**27,000**
Benefits Expense:			
Pension Contributions	1,521	0	0
Health Insurance Costs - Current Employees	46,252	60,762	24,492
Worker's Compensation Insurance	14,308	15,658	1,763
Other Insurance - Current Employees	270	365	152
Insurance Costs - Retirees	0	19,656	14,742
Social Security and Taxes	2,688	3,139	2,341
Employment Assistance Program	546	600	452
Liability for Termination Benefit	-35,912	-44,050	-45,831
Total Benefits	**29,674**	**56,130**	**-1,890**
OPERATING EXPENSES:			
Advertising	1,196	23,200	5,685
Election Liability	0	469,100	0
Postage	160	500	95
Meetings/Travel/ Training	3,235	6,050	5,582
Auto Mileage Reimbursement	256	400	114
Memberships/ Exams/ Subscriptions	114	0	0
Property & Casualty Insurance	9,534	14,500	14,456
Office Supplies	446	1,500	895
Legal Services	6,930	5,000	3,949
Professional Services	666	3,200	3,188
Outside Contractual Services	1,306	1,200	942
Employee Appreciation Dinner	1,725	2,000	3,257
Total Operating Expenses	**25,568**	**526,650**	**38,160**
TOTAL EXPENSES	**91,241**	**618,780**	**63,271**

Chart from San Mateo County Harbor District Board of Harbor Commissioners Meeting Minutes, April 3, 2013, * *page 53.*

(Article sources From interviews plus these online resources, where you can read about some of the details of reimbursement and the like):

NOVEMBER 13, 2012

FOURTH BUYING/OFFLOADING LEASE EMAIL FROM PETER GRENELL

Gmail by Google

Lisa Damrosch <lisadamrosch@gmail.com>

Follow up to 11/7 meeting

1 message

Lisa Damrosch <lisadamrosch@gmail.com> Tue, Nov 13, 2012 at 12:33 PM
To: Peter Grenell <pgrenell@smharbor.com>, Scott Grindy <sgrindy@smharbor.com>
Cc: Geoff Bettencourt <geoffbettencourt@gmail.com>

Hi Peter-

We were supposed to hear from you last week? Can you please advise as to the outcome of the closed session on 11/7?

Thank you
Lisa

Sent from my iPhone

Peter Grenell <pgrenell@smharbor.com>
To: lisadamrosch@gmail.com
Cc: Scott Grindy <sgrindy@smharbor.com>

Tue, Nov 13, 2012 at 2:40 PM

Hi, Lisa,

Here's the update: It's not promising. The Board considered the possibility of a fourth lease for your proposed location and arrangement, and still have problems with the physical feasibility of it. There are also some unresolved cost implications, as well as implications that directly affect the existing lessees. I have to say that it does not look likely that the Board would approve a fourth lease; I was not instructed to draft one up.

Peter

SEPTEMBER 10, 2012

BETTENCOURT FISHERIES FOURTH BUYING/OFFLOADING LOCATION FOLLOW UP LETTER

Bettencourt Fisheries

September 10, 2012

Dear Mr Grenell:

This letter is to follow up to our letter of 8/8/12 and the proposal by Bettencourt Fisheries for a fourth Johnson Pier lease that was submitted on 8/22/12. Please inform us in writing within one week whether or not you intend to enter into negotiations to finalize a lease.

It has been more than ten years since the San Mateo County Civil Grand jury recommended that the harbor seek opportunities to improve the terms of its leases to generate more income. The final 2001 Grand jury report included the following:

"There is, however, major dissension among the Commissioners. There has been refusal to participate in discussion of, and vote upon, some issues, and frequent airing of complaints outside Commission meetings. This dissension distracts the Commissioners and the District Manager from properly conducting District business. For example, some of the District leases, entered into some years ago, are not providing optimum revenue."

Frankly, it seems that nothing has changed since the last Grand Jury investigation. It appears that the district waited 10 years to post a public notice that would implement the Grand Jury recommendation that "*The District should seek opportunities to improve terms of its leases to generate more income"* and then the District did not adhere to the terms of that public notice, or make the most economically sound choice for awarding leases.

We have consistently offered better economics and terms, and continue to offer an enhanced opportunity for a fourth revenue generating location, to which you have so far refused to respond to. Neither we, nor the public has ever been given any substantial reason for the refusal to award a lease, which is clearly in the best interests of the County.

We remain willing and interested to negotiate and finalize a lease and to execute a full and complete release of all claims against all persons and public entities connected with this matter.

Please give us your prompt response.

Very truly yours,

Geoff Bettencourt and Lisa Bettencourt-Damrosch
Bettencourt Fisheries

Lisa Bettencourt-Damrosch (650) 255-2063 lisadamrosch@gmail.com

AUGUST 22, 2012

BETTENCOURT FISHERIES PROPOSAL FOR A FOURTH BUYIONG/OFFLOADING LOCATION

Gmail by Google

Lisa Damrosch <lisadamrosch@gmail.com>

Bettencourt Fisheries- 4th Space Proposal

Lisa Damrosch <lisadamrosch@gmail.com> Wed, Aug 22, 2012 at 11:43 AM
To: Peter Grenell <pgrenell@smharbor.com>
Cc: Geoff Bettencourt <geoffbettencourt@gmail.com>, james tucker <jamestucker17@comcast.net>, Jim Miller <jmiller@smollp.com>, mistergapa@yahoo.com, william@holsingerlawoffice.com

Mr Grenell-

Attached is some information for you regarding a fourth offloading/buying location at Johnson Pier. We would still very much like to meet with you about this issue.

Hard copies of this package will be delivered to the Pillar Point Harbormaster's office by 2pm today.

Thank you
Lisa Bettencourt-Damrosch and Geoff Bettencourt

--
Lisa Bettencourt-Damrosch
Cell Phone: (650) 255-2063
email: lisadamrosch@gmail.com

Bettencourt-4thLocation.pdf
8437K

8/22/12

Dear Mr. Grenell:

Attached please find an initial proposal from Bettencourt Fisheries regarding a 4th fish buying/offloading location on Johnson Pier in Pillar Point Harbor. We believe that adding a fourth station makes good sense and as we have requested previously, we would like to discuss it further.

As we have indicated, any agreement reached would be accompanied by a full release of all claims.

We really hope that we can meet with you soon.

Thanks
Geoff Bettencourt
Lisa Bettencourt-Damrosch

Bettencourt Fisheries

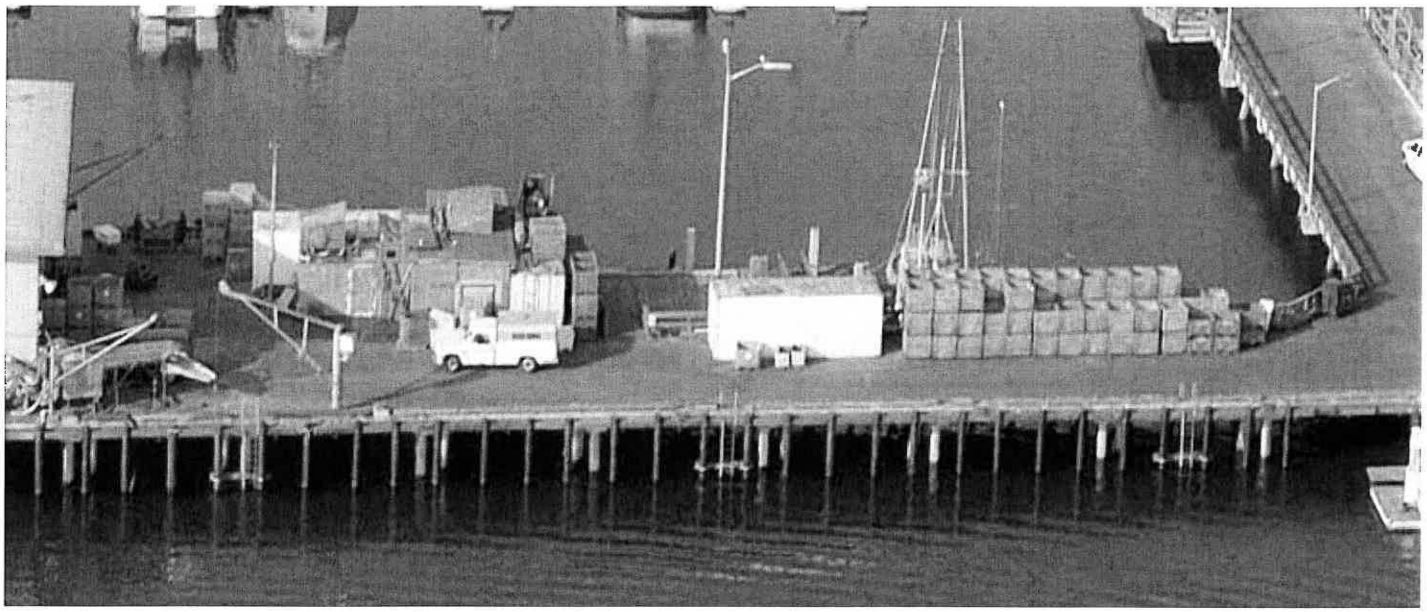
We are the fourth generation of a Princeton-by-the-Sea commercial fishing family and are current owners and operators of the successful fishing vessel *Moriah Lee.* We would like to create a brand new professionally operated unloading facility, which will focus on sustainability and traceability and be founded on the values of our historic family—honor, respect, integrity, and fairness.

We remain committed to our vision of a Pillar Point Harbor based business, that marries our deep connections to the honor and hard work that this Harbor was built on, with forward-thinking, sustainable minded and environmentally conscious business practices.

History shows that Johnson Pier has supported 4 fish buying stations in the past. We would like to operate a fourth, smaller location to operate as an un-loader and buyer for the local fleet. A fourth location will provide additional revenue to the harbor.

Location:

- We believe that there are several potential sites for a fourth location on the pier.
- Aerial photos from the San Mateo Harbor website, and Google Maps reflect large amount of space between the fish buyer's building and the work dock ramp.
- Currently within this space are 2 working freezers (Morning Star and Pillar Point) the rest of the space is non-operational, an eyesore, not maintained and not revenue generating.
- This space does not reflect a professional working harbor as has been identified as a Commission goal.



- Both photos also show a third freezer that is on the dock to the South, this is the Three Captains operational freezer.

- We are initially presenting 2 options for consideration, but are open to more possibilities.

  Option 1-No Freezers on the dock. (See Attachment 1 and 2)
  - Up and down the coast dock space is at a premium, therefore freezers are often located off of the pier, in parking lots etc. Moving the 3 working freezers off of Johnson Pier will free up 480 square feet of dock space.
  - Freezers on the dock contribute to traffic and congestion, especially during busy seasons. Moving freezers off of the dock will reduce foot traffic and pick up truck traffic significantly.
  - We estimate that moving the non-working freezers and broken buildings would at least double this available space.
  - In this scenario, Bettencourt Fisheries would occupy (3) 8'x20' containers for office and working space for a total of 480 square feet of interior space

  Option 2-No Freezers on the dock. (See Attachment 3 and 4)
  - If it is necessary to keep freezers on the dock, there is still a significant amount of unused space in that area of the dock.
  - In this scenario, Bettencourt Fisheries would occupy (2) 8'x20' containers for office and working space, for a total of 320 square feet of interior space

- In either of these possibilities, the gangway/walkway to the working dock would need to move from the North end to the South End
- Both possibilities would require power to buildings.
- Both options require positioning/cribbing. It appears that construction is underway to repair rotted cribbing under old structures, this would be a minor extension of that work.
- We request that all exterior spaces be equal between all 4 leaseholders
- We request storage spaces be striped and clearly marked.
- We request that vehicles other than forklifts are not allowed past the turn around point on the pier. This will allow all 4 leaseholders to operate more efficiently.
- We would like to work with the Harbor staff and/or commissioners to explore which of these options are most feasible based on other improvement plans that may be underway. We are also open to discussing other options that may be available to us.

Building:

- Our vision is for the building space to be portable 8'x20' container buildings, which would expedite permitting issues and avoid costly construction.
- Bettencourt Fisheries would be willing to fund the building(s) as part of our agreement with the harbor if other terms can be agreed upon.
- We can be operational with the same space that two 8x20 Freezers occupy as seen in Option 2. We would prefer Option 1, which would allow for an additional 8x20 space for our operation and be a more efficient use of the total space.
- We would intend to brand this building with the Bettencourt name.
- We would find a building without a restroom to be acceptable.

Hoist:

- We would request one new hoist be added, the hoist facility can be seen on the diagrams attached.
- Bettencourt Fisheries is willing to finance and facilitate the building of that hoist if other terms can be agreed upon.

Storage:

- We would request equal freezer space in the same location as the other 3 leaseholders.
- We request equal dock storage and parking lot storage as the other 3 leaseholders.
- We request that storage space be striped and clearly marked as to which areas are for which leaseholders.

Lease Rate & Term:

- We would expect to negotiate for a fair market value per square foot comparable to existing building's new leases the Harbor is executing, adjusted for amenities and capital investments as the new location is determined.

- Bettencourt Fisheries would pay all offloading and purchasing fees as set forth in other newly executed leases, as well as require any non-lessee buyers working with us to purchase a Commercial Activity Permit.

- We would request terms and conditions comparable to other leases within the space.

- We request a 5 year lease with (2) 5 yr options

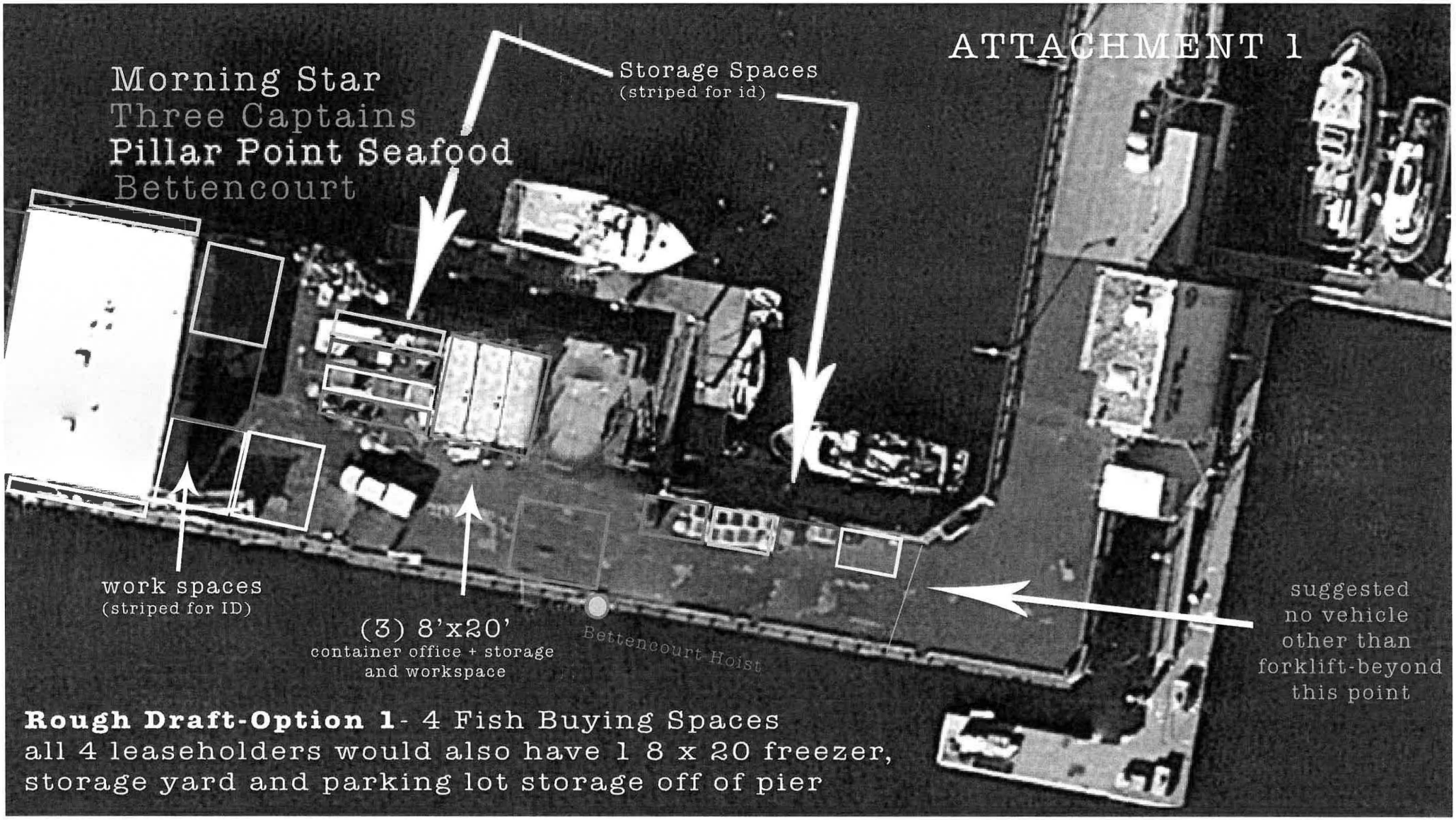
Benefits:

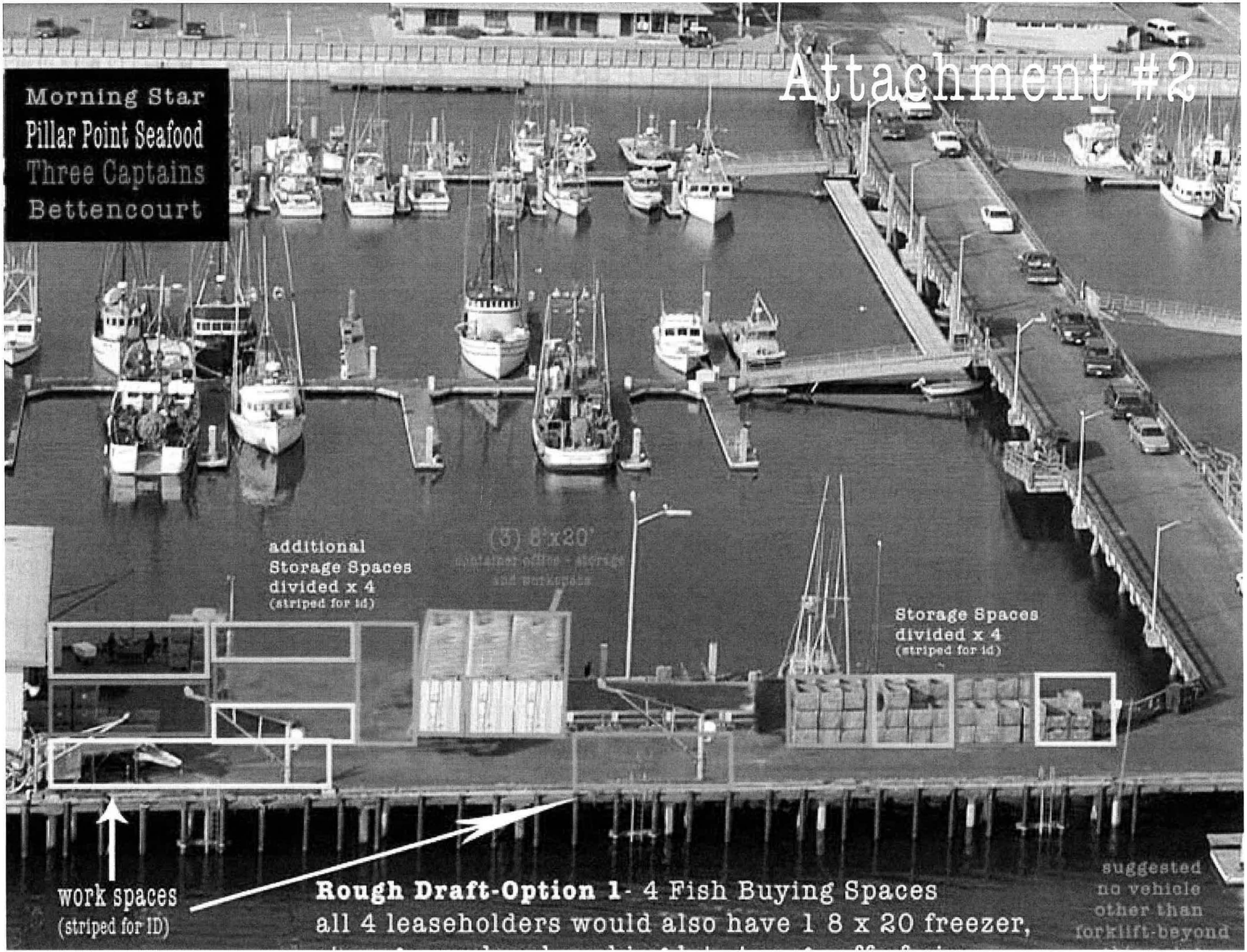
We believe that all of the positive attributes recognized in our earlier application for a fish buying lease can be showcased in this new fourth location. As a reminder, benefits to the Harbor of Bettencourt Fisheries include:

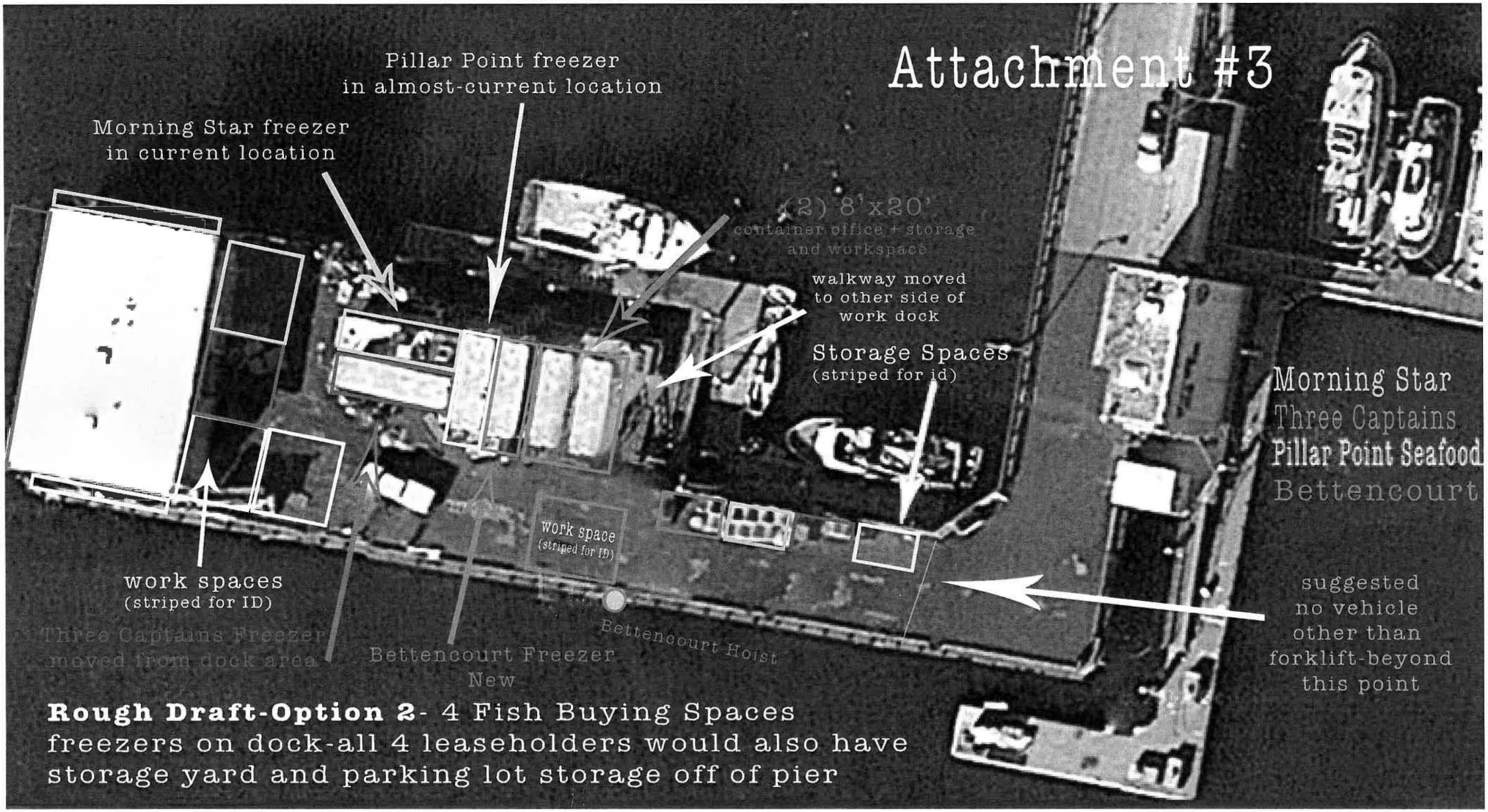
- Guaranteed offload of groundfish caught under IFQ
- Access to offloading services for all vessels, regardless of the end buyer
- Increased marketing opportunities for vessels that may not have enough volume on their own to sell to larger markets.
- Accurate modern technology-based reporting for vessels and the Harbor, ensuring faster, more efficient payments to vessels as well as to the Harbor for offload fees.
- Compliance with all relevant regulations.
- Publicity and media coverage. As Geoff Bettencourt continues to champion sustainability and causes that benefit the future of West Coast fisheries, the Harbor will benefit through its association with Bettencourt Fisheries.

Conclusion

We sincerely hope that our interest and willingness to fund and facilitate the creation of a new 4th buying location is something that the Harbor is interested in pursuing. If so, we are open to whatever next steps are required to move the project forward.


ATTACHMENT 1
Morning Star
Three Captains
Pillar Point Seafood
Bettencourt
Storage Spaces
(striped for id)
work spaces
(striped for ID)
(3) 8'x20'
container office + storage
and workspace
Bettencourt Hoist
suggested
no vehicle
other than
forklift-beyond
this point
Rough Draft-Option 1- 4 Fish Buying Spaces
all 4 leaseholders would also have 1 8 x 20 freezer,
storage yard and parking lot storage off of pier

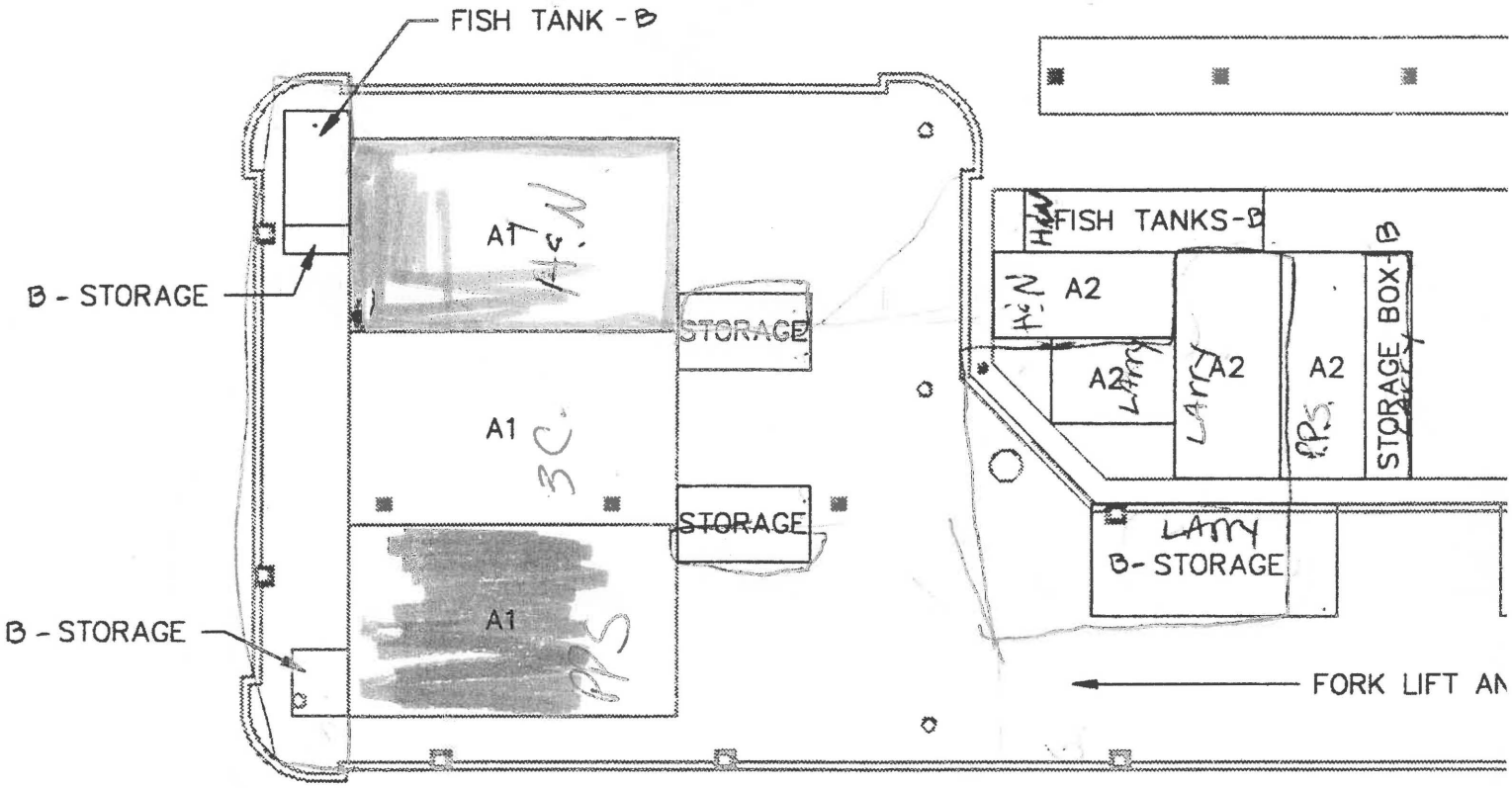

Attachment #2
Morning Star
Pillar Point Seafood
Three Captains
Bettencourt
additional
Storage Spaces
divided x 4
(striped for id)
(3) 8'x20'
container office - storage
and workspace
Storage Spaces
divided x 4
(striped for id)
work spaces
(striped for ID)
Rough Draft-Option 1- 4 Fish Buying Spaces
all 4 leaseholders would also have 1 8 x 20 freezer,
suggested
no vehicle
other than
forklift-beyond


Attachment #3
Pillar Point freezer
in almost-current location
Morning Star freezer
in current location
(2) 8'x20'
container office + storage
and workspace
walkway moved
to other side of
work dock
Storage Spaces
(striped for id)
Morning Star
Three Captains
Pillar Point Seafood
Bettencourt
work space
(striped for ID)
work spaces
(striped for ID)
Three Captains Freezer
moved from dock area
Bettencourt Freezer
New
Bettencourt Hoist
suggested
no vehicle
other than
forklift-beyond
this point
Rough Draft-Option 2- 4 Fish Buying Spaces
freezers on dock-all 4 leaseholders would also have
storage yard and parking lot storage off of pier

Attachment #4
Morning Star
Pillar Point Seafood
Three Captains
Bettencourt
Pillar Point freezer
in almost-current location
Morning Star freezer
in current location
Bettencourt
Freezer
(2) 8'x20'
container office + storage
and workspace
walkway moved
to other side of
work dock
Storage Spaces
divided x 4
(striped for id)
Three Captains Freezer
moved from dock area
work spaces
(striped for ID)
Rough Draft-Option 2- 4 Fish Buying Spaces
freezers on dock-all 4 leaseholders would also have
storage yard and parking lot storage off of pier
suggested
no vehicle
other than
forklift-beyond

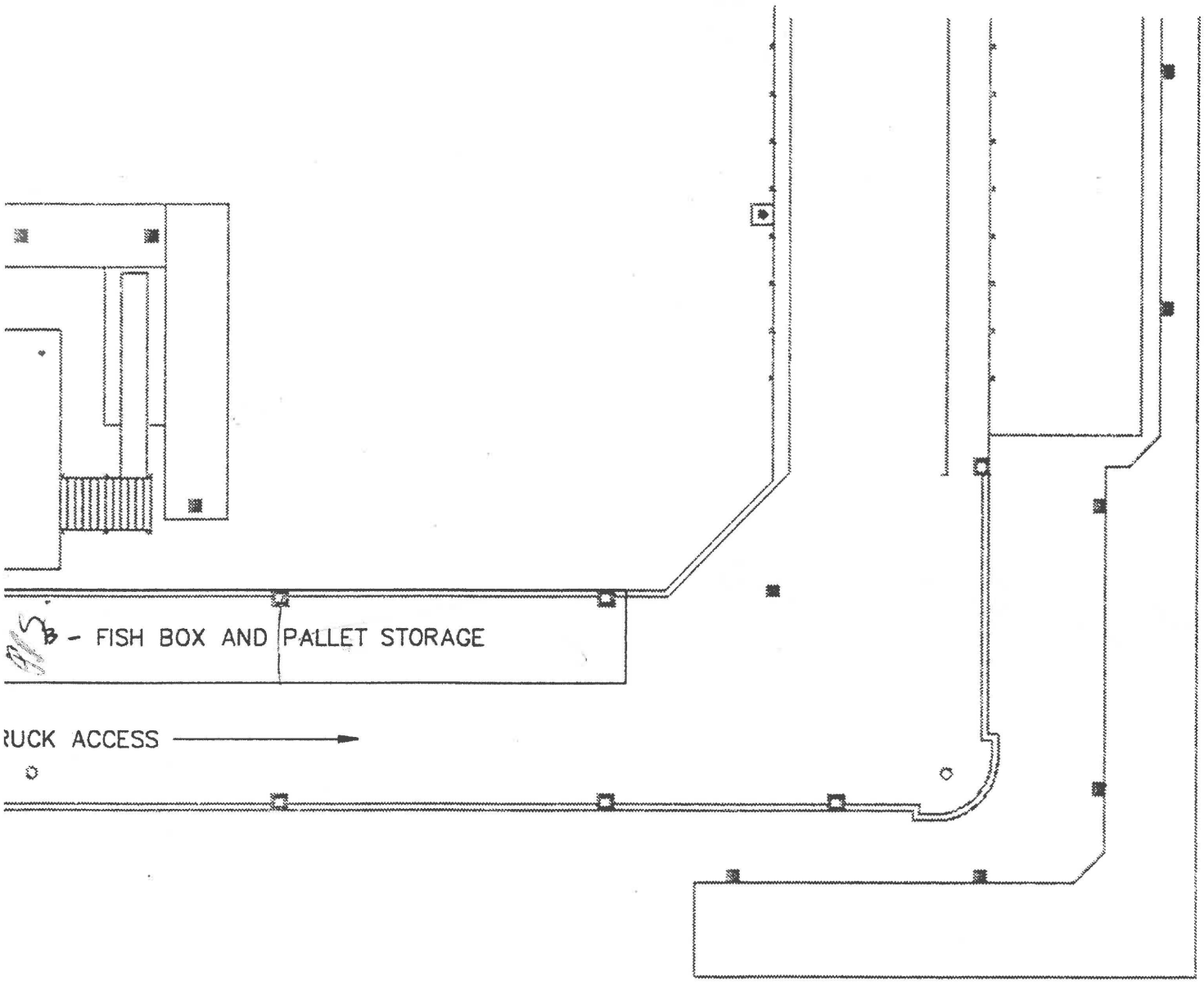
JOHNSON PIER DRAWING

EXISTING US



A1 – EXISTING TENANT SPACES
A2 – EXISTING REFRIGERATED STORAGE – 800sf
B - EXISTING EXTERIOR STORAGE – 1800sf

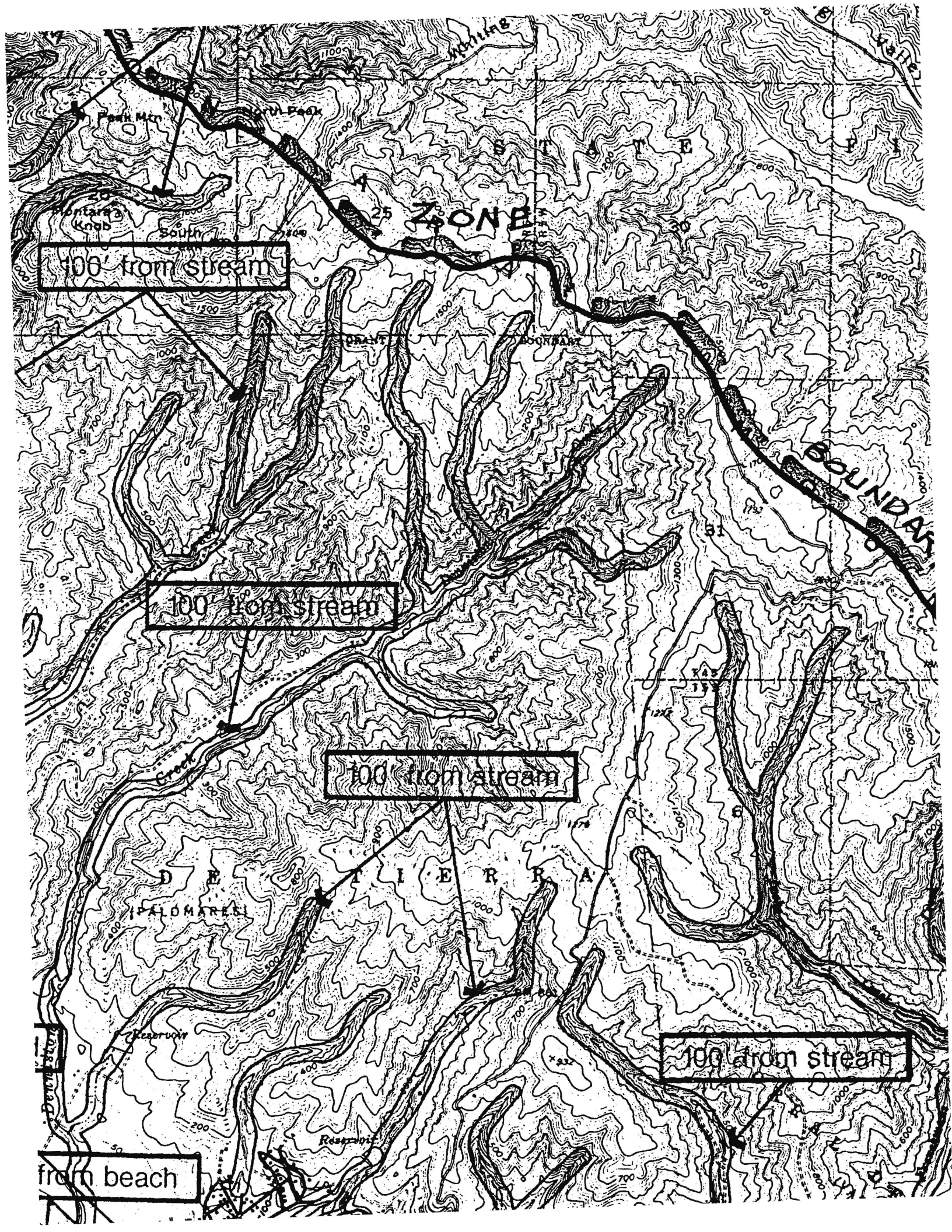
– JOHNSON PIER

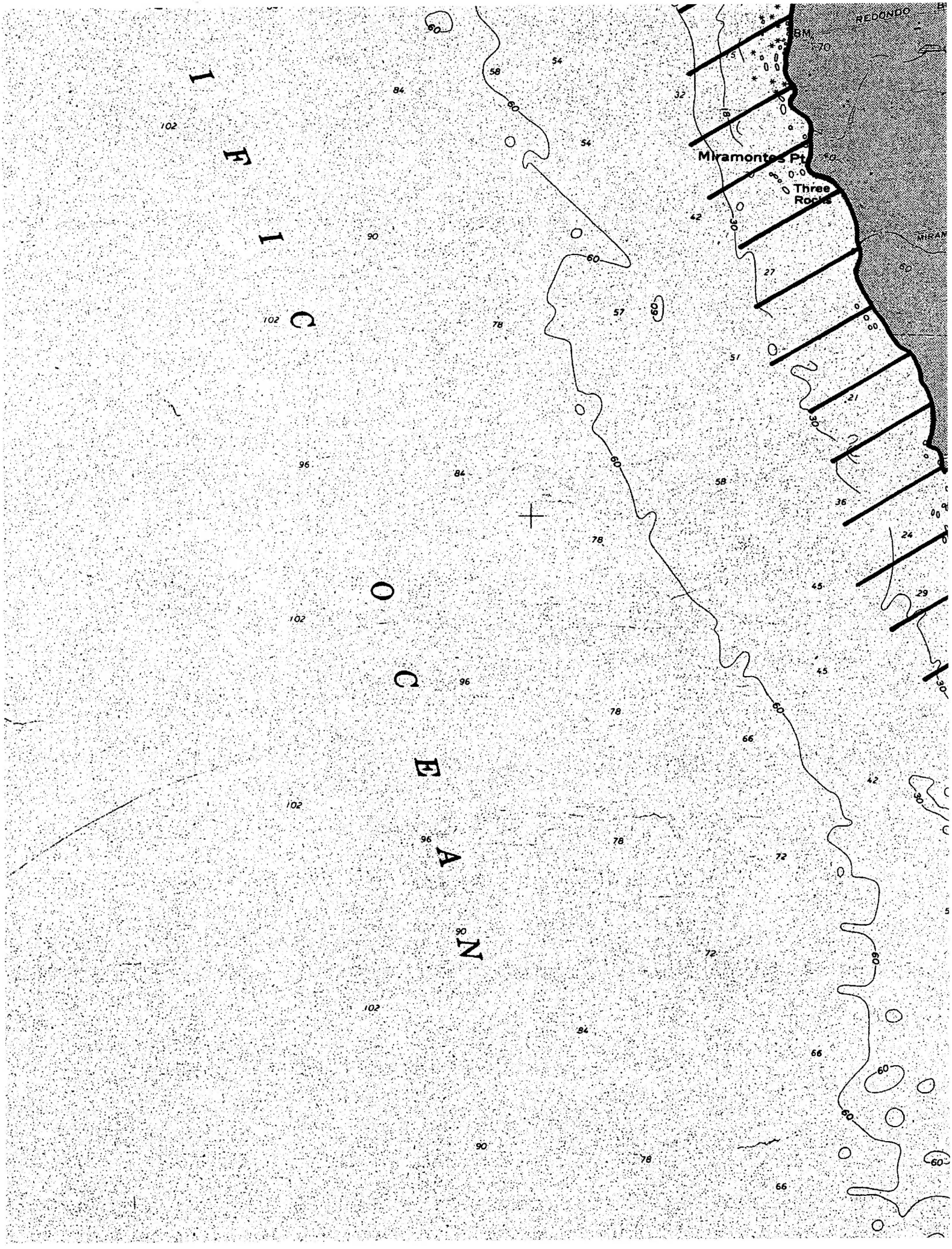


GRAPHIC SCALE

0 20 40 80 60 100

COASTAL COMMISSION POST LOCAL PROGRAM (LCP) CERTIFIED MAP 1 AND MAP 2


ZONE
100' from stream
100' from stream
100' from stream
100' from stream
from beach
BOUNDARY
GRANT
Peak Mtn
North Peak
South
Montana Knob
DE LA TIERRA
PALOMARES
Reservoir
Reservoir
Creek


REDONDO
Miramontes Pt.
Three Rocks
PACIFIC OCEAN

PILLAR POINT HARBOR PHOTO FROM 1972

Pillar Point Harbor photo from 1972

ADDITIONAL SUPPORTING DOCUMENTS

Debbie Nixon

From: Scott Grindy
Sent: Saturday, February 21, 2015 10:47 AM
To: Debbie Nixon
Subject: Need printed copy of

Jan 21 2015 board meeting minutes item # 10 & 11

Sent from my Verizon Wireless 4G LTE smartphone

(650) 583-4400
Fax (650) 583-4611
www.smharbor.com

San Mateo County Harbor District
Board of Harbor Commissioners
Meeting Minutes

January 21, 2015
6:30 p.m.

Municipal Services Building
33 Arroyo Drive
South San Francisco, Ca. 94080

All Harbor District Commission meetings are recorded and posted at www.PacificCoast.tv within 24-48 hours of the meeting. Pacifica residents can tune into Comcast Chanel 26 and residents from Montara through Pescadero can tune into Comcast Chanel 27. Copies of the meetings can also be purchased from PCT and mailed for $18.

Persons requiring special accommodation with respect to physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400.

Roll Call

	Commissioners		Staff
	Sabrina Brennan, President		Scott A. Grindy, Acting General Manager
	Tom Mattusch, Vice President	x	Debra Galarza, Director of Finance
	Nicole David, Secretary		Marietta Harris, Human Resource Manager
x	Robert Bernardo, Commissioner		Charles White, Acting Harbor Master - OPM
	Pietro Parravano, Commissioner		John Draper, Acting Harbor Master - PPH
			Debbie Nixon, Deputy Secretary
			Steve Miller, District Counsel

x-absent

Public Comments/Questions – Budd Ratts was concerned the Minutes for December 3, 2014 and January 7, 2015 were not done. **(0:45)**

Staff Recognition - None.

New Business

(4:15)

1	TITLE:	**District Administration Office at Oyster Point Boulevard**
	REPORT:	Grindy, Memo
	PROPOSED ACTION:	Authorize the Acting General Manager to provide notice by February 1, 2015 to Kashiwa Fudosan America, Inc.

Action: Motion by Mattusch, second by David to authorize the Acting General Manager to provide notice by February 1, 2015 to Kashiwa Fudosan America, Inc. The motion passed.

Ayes:	Brennan, David, Mattusch
Nays:	Parravano
Absent:	Bernardo

The Board adjourned to Closed Session at 6:42 p.m. **(11:10)**

Closed Session

2	**TITLE:**	**Conference with Real Property Negotiators. California Government Code Section 54956.8.**
	PROPERTY:	**504 Avenue Alhambra, El Granada, CA 94018**
	DISTRICT NEGOTIATOR:	**Scott Grindy and Randy Kinghorn**
	NEGOTIATING PARTY:	**Working Dirt LLC, Billy Daniels**
	UNDER NEGOTIATION:	**Price and terms of payment**
3	**TITLE:**	**Conference with Legal Counsel-Anticipated Litigation. California Government Code Section 54956.9. One Case**

There was no reportable action from Closed Session. **(12:50)**

Continued Business

(13:05)

4	TITLE:	**Reorganization of Harbor Commission: Selection of Treasurer**
	REPORT:	Miller, Memo
	PROPOSED ACTION:	Select Treasurer

Action: Motion by David to nominate Parravano as Treasurer. The motion failed due to lack of a second.

Action: Motion by Mattusch, second by Brennan to nominate Grindy as Treasurer. The motion passed.

Ayes:	Brennan, David, Mattusch
Nays:	Parravano
Absent:	Bernardo

(26:25)

Action: Motion by David, second by Mattusch to extend the meeting up to 1 hour. The motion passed.

Ayes:	Brennan, David, Mattusch, Parravano
Absent:	Bernardo

Consent Calendar

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

(27:20)

5	TITLE:	**Minutes of Meeting December 3, 2014**
	REPORT:	Draft minutes
	PROPOSED ACTION:	Approval
6	TITLE:	**Minutes of Meeting January 7, 2015**
	REPORT:	Draft minutes
	PROPOSED ACTION:	Approval

(27:35)

7	TITLE:	**Approve Acting General Manager to be a Board Member of the California Association of Harbor Masters and Port Captains**
	REPORT:	Grindy, Memo
	PROPOSED ACTION:	Approve Acting General Manager to be a Board Member of the California Association of Harbor Masters and Port Captains

Grindy pulled items 5 and 6 from the consent calendar.

Action: Motion by Parravano, second by Mattusch to approve the consent calendar. The motion passed.

Ayes:	Brennan, David, Mattusch, Parravano
Absent:	Bernardo

New Business, Continued

(27:57)

8	TITLE:	**Amendment to FY14/15 Budget for Salary and Benefits**
	REPORT:	Harris, Memo, Resolution
	PROPOSED ACTION:	Adopt Resolution 04-14 to amend FY14-15 budget

Action: Motion by Mattusch, second by Parravano to adopt Resolution 04-14 to amend FY 14-15 budget. The motion passed.

Ayes:	Brennan, David, Mattusch, Parravano
Absent:	Bernardo

(29:00)

9	TITLE:	**Amendment to FY14/15 Budget for Recruitment Expense**
	REPORT:	Galarza, Resolution
	PROPOSED ACTION:	Adopt Resolution 05-15 to amend FY14-15 budget

Action: Motion by David, second by Mattusch to adopt Resolution 05-15 to amend the FY14-15 budget. The motion passed.

Ayes:	Brennan, David, Mattusch, Parravano
Absent:	Bernardo

(32:16)

10	TITLE:	**Coastal Commission Permit – Electrical Project for Relocation of Refrigerated Containers om Johnson Pier – Project Change of Scope**
	REPORT:	Grindy, Memo
	PROPOSED ACTION:	Modify permit application to Coastal Commission to keep bait at their current location on Johnson Pier and to allow for electrical car charging in parking lot

Action: Motion by David, second by Mattusch to authorize the General Manager to notify the California Coastal Commission that this project and permit will no longer be requested and the work has been stopped with no further efforts to be performed to complete the project. The motion passed.

Ayes:	Brennan, David, Mattusch, Parravano
Nays:	Bernardo

(44:57)

11	TITLE:	**Possible Change in Location of Three Captains' Hoist at Pillar Point Harbor**
	REPORT:	Grindy, Memo
	PROPOSED ACTION:	To be determined

Action: Motion by Parravano to allow Three Captains Seafood's hoist at the existing location, pending review and approval by the California Coastal Commission and all other required permitting authorities. The motion failed due to lack of a second.

No other motions were made on this item.

(1:10:25)

12	TITLE:	**Suspension of Hiring Freeze to Fill Two (2) Deputy Harbormaster Positions**
	REPORT:	Harris, Memo
	PROPOSED ACTION:	Authorize the lift of the hiring freeze to hire Deputy Harbor Masters

Action: Motion by Parravano, second by Mattusch to authorize the lift of the hiring freeze to hire Deputy Harbor Masters. The motion passed.

Ayes: Brennan, David, Mattusch, Parravano
Absent: Bernardo

(1:15:00)

13 TITLE: **Request for Proposals: District Counsel Legal Services**
REPORT: Grindy, Memo, Attachments
PROPOSED ACTION: Approve draft Request for Proposal and direct Acting General Manager to issue Request for Proposals (RFP)

Action: Motion by Brennan, second by Mattusch to approve draft request for proposal and direct Acting General Manager to issue request for proposal. The motion passed.

Ayes: Brennan, David, Mattusch
Nays: Parravano
Absent: Bernardo

(1:23: 30)

14 TITLE: **Information Report: Amendments to District Policies**
REPORT: Harris, Memo
PROPOSED ACTION: Information only

This item was for information only. No action was taken.

(1:26:35)

15 TITLE: **Updated List of Signatures for US Bank**
REPORT: Galarza, Memo, List of signatures
PROPOSED ACTION: Update list of signatures for the San Mateo County Harbor District's signatures for US Bank

Action: Motion by Parravano, second by Mattusch to update the list of signatures for the San Mateo County Harbor District's signatures for US Bank. The motion passed.

Ayes: Brennan, David, Mattusch, Parravano
Absent: Bernardo

(1:27:40)

16 TITLE: **Information Report: San Mateo County Investment Pool**
REPORT: Galarza, Memo
PROPOSED ACTION: Information only

The Board decided to continue this item to the next meeting.

(1:28:15)

17	TITLE:	**Information Report: Agenda Preparation and Packet Distribution**
	REPORT:	Grindy, Memo
	PROPOSED ACTION:	Information only

This item was for information only. No action was taken.

(1:29:20)

18	TITLE:	**Authorize Sending of Letter to San Mateo County Local Agency Formation Commission (LAFCo) requesting delay in Municipal Service Review and Sphere of Influence Update**
	REPORT:	Brennan, Draft letter
	PROPOSED ACTION:	Authorize sending of letter to LAFCo

Action: Motion by David, second by Mattusch to authorize sending the letter to LAFCo requesting delay in Municipal Service Review and Sphere of Influence update with additional cover letter. The motion passed.

Ayes:	Brennan, David, Mattusch
Nays:	Parravano
Absent:	Bernardo

Staff Reports: a) Administration and Finance

19 Acting General Manager – Grindy (1:42:55)

Nothing further to report.

20 Director of Finance – Galarza (1:43:17)

Action: Motion by Brennan, second by David to extend the meeting to allow completion of item 20. The motion passed.

Ayes: Brennan, David, Mattusch
Nays: Parravano
Absent: Bernardo

Nothing further to report.

Adjournment

Action: Motion by Parravano, second by Mattusch to adjourn the meeting. The motion passed at 10:34 p.m.

The next scheduled meeting will be held on February 4, 2015 at the Sea Crest School, Think Tank, Room #19, 901 Arnold Way, Half Moon Bay at 6:30 p.m.

Debbie Nixon
Deputy Secretary

Sabrina Brennan
President

The following items were not taken up at the January 21, 2015 meeting.

21 **Human Resources Manager – Harris**

b) Operations

22 **Oyster Point Marina/Park – White**

23 **Pillar Point Harbor – Draper**

Board of Harbor Commissioners

24 A. Committee Reports

B. Commissioner Statements and Requests

1. The Board of Harbor Commissioners may make public statements limited to five (5) minutes.

2. Any Commissioner wishing to place an item on a future agenda may make a motion to place such an item on a future agenda

Closed Session, Continued

25 TITLE: **Public Employee Performance Evaluation, Acting General Manager, pursuant to Government Code §54957(b)**

Marietta Harris

From:	Mark Scheer <mscheer@ydnlaw.com>
Sent:	Thursday, January 22, 2015 5:57 PM
To:	Marietta Harris
Cc:	Steven D. Miller; Jael Mejia
Subject:	Public Records Request

Dear Ms. Harris:

This letter constitutes Three Captains' request to the San Mateo County Harbor District ("Harbor") for prompt disclosure of information and is made pursuant to the California Public Records Act, Government code Section 6250, *et seq*.

Specifically, this letter requests the following categories of information:

1. This request relates to the hoist owned by Three Captains and recently installed at the Pillar Point Harbor (the "Hoist"). Any and all correspondence, email, documentation and/or information related to (and not previously produced) and is related to or regarding the Hoist and the electrical installation for the bait freezers. This request includes, without limitation, any correspondence or communication relating to the Three Captains request for a waiver number 1592-W before the California Coastal Commission ("CCC"). I note that Commissioner Brennan regularly utilizes Sabrina@dfm.com as her email address for the purpose of conducting Commission business. I specifically request production of any and all correspondence to or from Sabrina Brennen, including that which originated or was delivered to Sabrina@dfm.com.

2. Any correspondence, email, documentation and/or information to or from any of the following individuals or organization to any of the commissioners, the Harbor or any of the Harbor's employees between January 1, 2013 and the present. The individuals or organizations subject to this request are:

a. Any commissioner, currently serving or serving as a commissioner between January 1, 2013 and the date of this correspondence, including, but not limited to, Sabrina Brennen. I note that Commissioner Brennan regularly utilizes Sabrina@dfm.com as her email address for the purpose of conducting Commission business. Therefore, I specifically request production of any and all responsive correspondence to or from Sabrina Brennen, specifically including that which originated or was delivered to Sabrina@dfm.com;

b. Porter McHenry;

c. Michael McHenry;

d. Pillar Point Seafoods;

e. The Half Moon Bay Fisherman's Marketing Association;

f. David, Donna, Geoff and or Moriah Bettencourt; and

g. Bettencourt Fisheries.

For reference, I note that California Government Code Section 6253 (c) provides, in relevant part, that "Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days."

In the event that there is a cost associated with the collection and production of this information, please contact me to discuss and I will make arrangements for payment. I am also available to discuss how this request can be modified to expedite the production of the information, if all of the information requested is not readily and immediately available.

Thank you in advance for your prompt attention to this matter, and I look forward to receiving the information.

Sincerely,

Mark Scheer
Attorney

Office Phone: (206) 224-9818
Facsimile: (206) 623-6923
Direct: (206) 805-2724
Cellular: (206) 321-3443

YOUNG deNORMANDIE
Counsel beyond the obvious.

1191 Second Ave., Suite 1901, Seattle, WA 98101
www.youngdenormandie.com

IMPORTANT TAX INFORMATION: To insure compliance with U.S. Treasury Department regulations, we advise you, unless otherwise expressly indicated, any federal tax advice contained in this correspondence was not intended or written to be used, and cannot be used, for the purpose of: (i) avoiding tax-related penalties under the Internal Revenue Code of 1986, as amended, or applicable state or local tax law provisions; or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

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STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY EDMUND G. BROWN JR., GOVERNOR

CALIFORNIA COASTAL COMMISSION
NORTH CENTRAL COAST DISTRICT OFFICE
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105
PHONE: (415) 904-5260
FAX: (415) 904-5400
WEB: WWW.COASTAL.CA.GOV

November 10, 2014

Ms. Sabrina Brennan
San Mateo County Harbor District
Board of Harbor Commissioners
400 Oyster Pt. Blvd, Suite 300
South San Francisco, CA 94080

Re: Your Public Records Act Request Dated November 3, 2014

Dear Ms. Brennan:

We are responding to your above-referenced Public Records Act request to the California Coastal Commission (Commission), transmitted and received via e-mail on November 2, 2014. You have requested correspondence between the Coastal Commission and Three Captains and the Coastal Commission and SMC Harbor District regarding the Three Captains hoist.

This letter will serve as the California Coastal Commission's response to your request. Pursuant to California Government Code section 6253, we will make available all requested items that (1) constitute "public records;" (2) are identifiable, based upon a reasonable description (meaning locatable with reasonable effort); (3) are in the Commission's possession; and (4) are not exempt from disclosure pursuant to California Government Code section 6254 or any other express provision of law.

We have located the responsive records and can provide to you all nonexempt responsive records. Exempt records include internal memoranda that are subject to the deliberative process privilege, the withholding of which outweighs the public interest in their disclosure (*See Times Mirror v. Superior Court* (1991) 53 Cal.3d 1325; Government Code § 6255).

These records are available for your review in our North Central Coast District Office located at the address in the letterhead. Please contact me at your convenience to schedule a date and time for you to come to our office. You can reach me by telephone at 415-904-5292 or via e-mail at renee.ananda@coastal.ca.gov . Please feel free to contact me if you have any questions about this response.

Sincerely,

Renée Ananda

Renée Ananda, Coastal Program Analyst
North Central Coast District

Ananda, Renee@Coastal

From: Ananda, Renee@Coastal
Sent: Thursday, November 06, 2014 12:49 PM
To: 'sabrina brennan'
Subject: RE: 2-14-1592-W (Three Captains)

Hello Ms. Brennan,

O.K. thank you. RTA

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Thursday, November 06, 2014 10:01 AM
To: Ananda, Renee@Coastal
Subject: Re: 2-14-1592-W (Three Captains)

Hello Renee,

I'll be meeting with you alone and as an individual.

Thank you,
Sabrina

www.SabrinaBrennan.com

On Nov 6, 2014, at 9:36 AM, Ananda, Renee@Coastal <Renee.Ananda@coastal.ca.gov> wrote:

Good Morning Ms. Brennan (Sabrina),

Will you please provide me with the names of individuals that will attending the meeting this afternoon? I need to make sure the Building Security in the lobby has them. Thank you, RTA

From: Sabrina [mailto:sabrina@dfm.com]
Sent: Tuesday, November 04, 2014 4:28 PM
To: Ananda, Renee@Coastal
Subject: Re: 2-14-1592-W (Three Captains)

Thank you Renee. I'll see you Thursday.

Sabrina

Sabrina Brennan
415-816-6111
Digital Fusion Media

www.dfm.com

On Nov 4, 2014, at 4:26 PM, "Ananda, Renee@Coastal" <Renee.Ananda@coastal.ca.gov> wrote:

Hello Ms. Brennan (Sabrina),

I just wanted to let you know/confirm that we have received your PRA request. Thank you, RTA

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Thursday, October 30, 2014 12:52 PM
To: Ananda, Renee@Coastal
Subject: Re: 2-14-1592-W (Three Captains)

Hello Renee,

Thank you for providing the proposed waiver.

Please provide all correspondence between the Coastal Commission and Three Captains and the Coastal Commission and SMC Harbor District regarding the Three Captains hoist.

Please consider this a CA Public Records Act request.

Sabrina Brennan
415-816-6111

On Oct 30, 2014, at 12:32 PM, Ananda, Renee@Coastal <Renee.Ananda@coastal.ca.gov> wrote:

Hello Ms. Brennan (Sabrina),

This follows our discussion this morning. See attached a pdf copy of the proposed waiver for the Three Captains Hoist. Comments can be given to the Commission during the meeting. Individuals will need to fill out a speaker card for agenda item No. 15. Individuals that may not be able to attend the meeting can submit written comments to the Headquarters Office, at the San Francisco address below, by no later than Friday November 7, 2014. Written comments will be included in the Deputy Director's report at the meeting.

Also, as a follow-up to your verbal PRA request, please provide me with your request in writing. You can, as a convenience to you, send me an e-mail. Feel free to contact me if you have more questions. Thank you, RTA

Renée T. Ananda, Coastal Program Analyst
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105
Phone: Main (415) 904-5260 Direct (415) 904-5292
rananda@coastal.ca.gov

Ananda, Renee@Coastal

From: Ananda, Renee@Coastal
Sent: Friday, October 31, 2014 1:29 PM
To: 'sabrina brennan'
Cc: Carl, Dan@Coastal; Lisa Damrosch
Subject: RE: Pillar Point Harbor—Johnson Pier

Good afternoon Ms. Brennan (Sabrina),

Great. Thank you for getting back to me so quickly. We have you scheduled for 11/6/2014 at 1:30 PM. The North Central Coast District Office address is provide below in my signature block. Please send me the names of all individuals you plan to accompany you to this meeting, so that I can make sure our security located in the lobby can allow you entry to the building/20th floor. Thank you, RTA

Renée T. Ananda, Coastal Program Analyst
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105
Phone: Main (415) 904-5260 Direct (415) 904-5292
rananda@coastal.ca.gov

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Friday, October 31, 2014 1:06 PM
To: Ananda, Renee@Coastal
Cc: Carl, Dan@Coastal; Lisa Damrosch
Subject: Re: Pillar Point Harbor—Johnson Pier

Hello Renee,

I can meet you at 1:30pm.

Please email you address.

Thank you,
Sabrina
cell 415-816-6111

On Oct 31, 2014, at 1:01 PM, Ananda, Renee@Coastal <Renee.Ananda@coastal.ca.gov> wrote:

Hello Ms. Brennan (Sabrina),

We are available to meet here at our San Francisco office on Thursday 11/6/2014 any time between 10:00 AM and 2:30 PM . Please let me know, as soon as possible, what time will work for you. Thank you, RTA

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Thursday, October 30, 2014 4:31 PM
To: Ananda, Renee@Coastal

Cc: Carl, Dan@Coastal; Lisa Damrosch
Subject: Fwd: Pillar Point Harbor—Johnson Pier

Hello Renee,

Would it be possible to setup a meeting next week at Pillar Point Harbor to discuss the proposed permit wavier for the new hoist on Johnson Pier?

Thank you,
Sabrina

Begin forwarded message:

From: "Carl, Dan@Coastal" <Dan.Carl@coastal.ca.gov>
Subject: RE: Pillar Point Harbor—Johnson Pier
Date: October 30, 2014 at 4:15:53 PM PDT
To: 'sabrina brennan' <sabrina@dfm.com>
Cc: "Lester, Charles@Coastal" <Charles.Lester@coastal.ca.gov>, Lisa Damrosch <lisadamrosch@gmail.com>

Hi Sabrina,

I asked the planner working on this project, Renee Ananda, to get back to you. I presume you have now heard from her and she has provided you with information on next steps, including in terms of next steps for folks who may want to object to the waiver and/or meet with staff. Please let me know if that is not the case. Thanks.

Dan

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Thursday, October 30, 2014 10:42 AM
To: Carl, Dan@Coastal
Cc: Lester, Charles@Coastal; Lisa Damrosch
Subject: Pillar Point Harbor—Johnson Pier

Hello Dan,

I left you a v/m this morning about a waiver issued by Executive Director Charles Lester for the new Three Captains hoist located on Johnson Pier; and your Deputy Director report to the Commission under agenda item No. 15, Thursday, November 13, 2014.

I've received a number of phone calls this morning from commercial fishermen at Pillar Point Harbor wondering how they should communicate concerns about the Three Captains hoist permit waiver. Commercial fishermen feel strongly that public safety and pier access concerns have not been adequately addressed.

Is it possible for fishermen to meet with you in advance of the next Coastal Commission meeting being held in Princeton?

Thank you,
Sabrina Brennan
415-816-6111
SabrinaBrennan.com

Ananda, Renee@Coastal

From: Ananda, Renee@Coastal
Sent: Thursday, October 30, 2014 12:33 PM
To: sabrina brennan (sabrina@dfm.com)
Subject: 2-14-1592-W (Three Captains)
Attachments: 2-14-1592-W (Three Captains Hoist - Larry Fortado).pdf

Hello Ms. Brennan (Sabrina),

This follows our discussion this morning. See attached a pdf copy of the proposed waiver for the Three Captains Hoist. Comments can be given to the Commission during the meeting. Individuals will need to fill out a speaker card for agenda item No. 15. Individuals that may not be able to attend the meeting can submit written comments to the Headquarters Office, at the San Francisco address below, by no later than Friday November 7, 2014. Written comments will be included in the Deputy Director's report at the meeting.

Also, as a follow-up to your verbal PRA request, please provide me with your request in writing. You can, as a convenience to you, send me an e-mail. Feel free to contact me if you have more questions. Thank you, RTA

Renée T. Ananda, Coastal Program Analyst
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105
Phone: Main (415) 904-5260 Direct (415) 904-5292
rananda@coastal.ca.gov

Ananda, Renee@Coastal

From:	Ananda, Renee@Coastal
Sent:	Thursday, July 31, 2014 4:01 PM
To:	'Sabrina Brennan'
Cc:	Steve Monowitz; Cave, Nancy@Coastal; Ginsberg, Jo@Coastal; Manna, Jeannine@Coastal
Subject:	RE: Hoist & Electrical Installation at Pillar Point Harbor

Hello Ms. Brennan (Sabrina),

O.K. thank you for the clarification about the hoist, I wasn't sure. Neither project has an application that is deemed complete (it's very early in the process). There's no public comment deadline at this time. The public will be notified of the applicable hearing, after the application is deemed complete and is prepared for the Commission's action. The public will have the opportunity to attend the hearing to present concerns and or can submit written comments to the Commission on or before the hearing/meeting.

Re: the sign I will look into it. Thank you, RTA

From: Sabrina Brennan [mailto:sabrina@dfm.com]
Sent: Thursday, July 31, 2014 2:15 PM
To: Ananda, Renee@Coastal
Cc: Steve Monowitz; Cave, Nancy@Coastal; Ginsberg, Jo@Coastal; Manna, Jeannine@Coastal
Subject: Re: Hoist & Electrical Installation at Pillar Point Harbor

Hello Renee,

Yes, I was referring to the Three Captains hoist that was installed several months ago. Is there a project description and a deadline for public comment for the hoist and electrical projects?

Two recent videos of traffic on Johnson Pier:

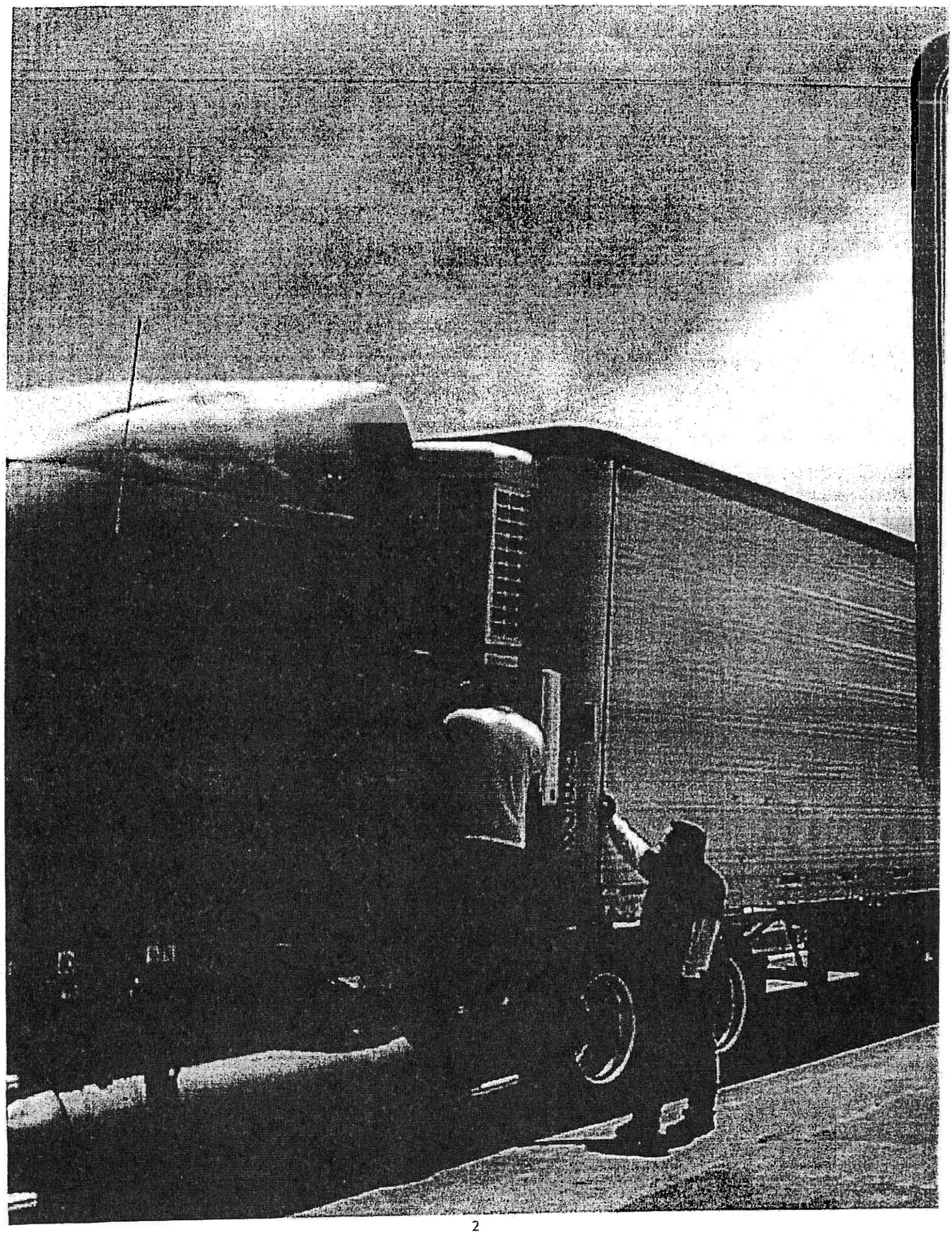
http://youtu.be/IoTzMayCeaI?list=UUgtcLS69eNzbwWgW0eLpkrA

http://youtu.be/Dkl3AQZ-WhU?list=UUgtcLS69eNzbwWgW0eLpkrA

I hope the new Three Captains hoist won't block access to the pump out station/dock. I'll forward your contact info to people interested in commenting.

Also, a new sign was installed at Johnson Pier this week and it's unclear what the sign means. Please see the attached photo. I've emailed the District's general manager however I have not received a reply yet. Is the new sign part of the permit process?

Thank you,
Sabrina



On Jul 31, 2014, at 1:40 PM, Ananda, Renee@Coastal wrote:

Hello Ms. Brennan,

Please ask individuals who want to comment on the projects to contact me directly so that I can include their names on the applicable noticing list.

The CDP application for the electrical project is undergoing staff review. Not sure if you are referring to the "Three Captains" hoist; however, assuming so, staff is currently coordinating with the applicant on a CDP application for that project. Both projects are going through the permit process, as normal. Thank you, RTA

Renée T. Ananda
Coastal Program Analyst
45 Fremont Street, Suite 2000
San Francisco, CA 94105
Phone: Main (415) 904-5260 Direct (415) 904-5292
rananda@coastal.ca.gov

-----Original Message-----
From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Wednesday, July 30, 2014 3:54 PM
To: Ananda, Renee@Coastal
Cc: Steve Monowitz; Cave, Nancy@Coastal; Ginsberg, Jo@Coastal; Manna, Jeannine@Coastal
Subject: Hoist & Electrical Installation at Pillar Point Harbor

Hello Renee,

I was wondering if you have an update on the "after-the-fact" coastal permit process for the new hoist on Johnson Pier and the electrical project under the Pillar Point Harbor parking lot.

I've received email from members of the public interested in commenting on both projects. Please let me know how the public can comment on both projects.

Thank you,
Sabrina

Begin forwarded message:

From: sabrina brennan <sabrina@dfm.com>
Subject: Re: Morning Star Hoist Update
Date: February 24, 2014 8:01:49 PM PST
To: Peter Grenell <pgrenell@smharbor.com>
Cc: "Scott A. Grindy" <sgrindy@smharbor.com>, Sabrina Brennan <SBrennan@smharbor.com>, Robert Bernardo <rbernardo@smharbor.com>

Hello Peter,

I received Scott's email below and I have a few more questions.

The person who originally built Dave's hoist told me the hoist was not properly reinstalled. Scott said, "Dave Mallory informed us late fall of the issue". How many days/months did it take to respond to Dave's concerns?

Are the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

What type of work was performed by the Harbor District on the hoists other than paint? What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?

It would be helpful to have a full report so we can avoid another accidents going forward.

Thank you,
Sabrina

On Feb 24, 2014, at 7:37 PM, Scott Grindy wrote:

Hi Sabrina,

I am still at the office and saw your email questions as I close out the day.

The hoist or jib crane style should be less than 600 pounds total weight of which includes the support arms, and other metal frame components. This type of unit is older, so sorry but I do not have an actual weight of its total on record that I can find at this moment.

The district hoist (near the harbor office) is annually inspected and should be coming up for inspection in April.

In late December 2013, I contacted each of the fish buyers by phone and with the memo attached regarding our inspection schedule and if they wished to have the same firm perform their hoist inspections at the same time there may be some economies of scale with the volume of hoists to be inspected. The second page of the scan demonstrates our inspector who sends the reports to the state and OSHA. Inspections and certifications of the hoists are the buyers responsibility.

Construction/maintenance efforts are typically not a cause for inspection unless load changes of the hoist has been made or major if major modifications have been performed or a location change occurred. It's a very common activity to install new bearings and or new cables as a maintenance activity due to use, and that effort would not require an inspection unless load changes (typically increased load) occurred.

When inspections and certifications occur, the inspector typically uses a dummy weight that is a percentage of the maximum load and performs a load test, the inspector then also checks operability, and various safety aspects of the unit much of what is done at the same time. In many cases inspectors may make repair recommendations, or service changes, and even may note that no inspection is required due to type or load capacities.

Thank you for the questions.

Best

Scott

From: sabrina brennan [mailto:sabrina@dfm.com]

Sent: Monday, February 24, 2014 6:35 PM

To: Peter Grenell

Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy

Subject: Re: Morning Star Hoist Update

Hello Peter,

I'm glad nobody was hurt when the hoist fell off Johnson Pier and sank into the harbor. What's the weight of Dave's hoist? Thank goodness it didn't land on a person or a boat.

Do you know if the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

Thank you,
Sabrina

On Feb 24, 2014, at 11:46 AM, Scott Grindy wrote:

Commissioners,

First my apologies for not getting this information out to you last week while I was on leave when I was informed of this incident on Friday.

I will try to keep this update brief..

Last year the bull rail (a bull rail is the wooden railroad like timber on the dock edge) was replaced on Johnson pier. When the Morning Star hoist which rests on the bull rail was reinstalled after the deck surface work was done, it apparently was not set or reinstalled correctly enough for proper swing. (Note this hoists are 20+ years old, a potential combination of new deck surface, old hoist, new bull rail of recycled material may be part of the cause) Dave Mallory informed us late fall of the issue, Valentine Construction was out to review and Princeton Welding was brought in to make the adjustment corrections after the rush of fish unloading was done.

On this past Friday, Morning Star staff were demonstrating the hoist swing issues to Princeton Welding, during the demonstration the hoist came loose and fell off the pier into the harbor waters.

No injuries, or boats were in the pathway of the falling hoist and there was no load on the hoist at the time of demonstration.

District staff have been working with those involved to bring the hoist back up the pier from inner harbor waters, and Princeton Welding will be picking it up for minor repairs this week. Dave Mallory is working with other fish buyers to unload any fish during the down time. Fish unloading presently is quite slow as crab is about done for the season. Everyone is working together on this till resolved.

Scott

From: Scott Grindy

Sent: Saturday, February 22, 2014 4:04 PM

To: Sabrina; Peter Grenell

Cc: Robert Bernardo; Sabrina Brennan

Subject: RE: Hoist that fell off Jonson Pier

Hello

I am on my way back to Ca.today from leave and should have a better assessment soon depending on when I get back tonight.

Having said that my understanding is that one of Dave M.staff was demonstrating some issue of hoist movement to harbor staff and the hoist just fell off into the water.

No injuries and other damage occurred.

Staff assisted in getting it out of the water and it sounds like it is going to the welding shop for surveys and repairs.

Will figure out the details etc. Sunday and or Monday on this one.

Scott

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------

From: Sabrina

Date:02/22/2014 2:13 PM (GMT-08:00)

To: Peter Grenell

Cc: Robert Bernardo ,Sabrina Brennan ,Scott Grindy

Subject: Hoist that fell off Jonson Pier

Hello Peter,

I've gotten calls today about the hoist that fell off Johnson Pier and sank into the harbor? I see it's been removed from the harbor.

When did the accident occur? Was anyone hurt? Did the hoist fall on a boat? How much weight was on the hoist when the incident happened? Is the Harbor District responsible? Who removed the hoist from the harbor?

Please update the board so we can respond to questions accurately.

Thanks,
Sabrina

<Fish Buyer Hoist Letter & Copy of District Hoist Inspection 201.pdf>

Ananda, Renee@Coastal

From:	sabrina brennan <sabrina@dfm.com>
Sent:	Wednesday, May 21, 2014 11:21 AM
To:	Ananda, Renee@Coastal
Cc:	Ginsberg, Jo@Coastal; Steve Monowitz
Subject:	Fwd: Hoist installation at Pillar Point Harbor
Attachments:	HMBSMA-SMCHD-Jan15,2014.pdf

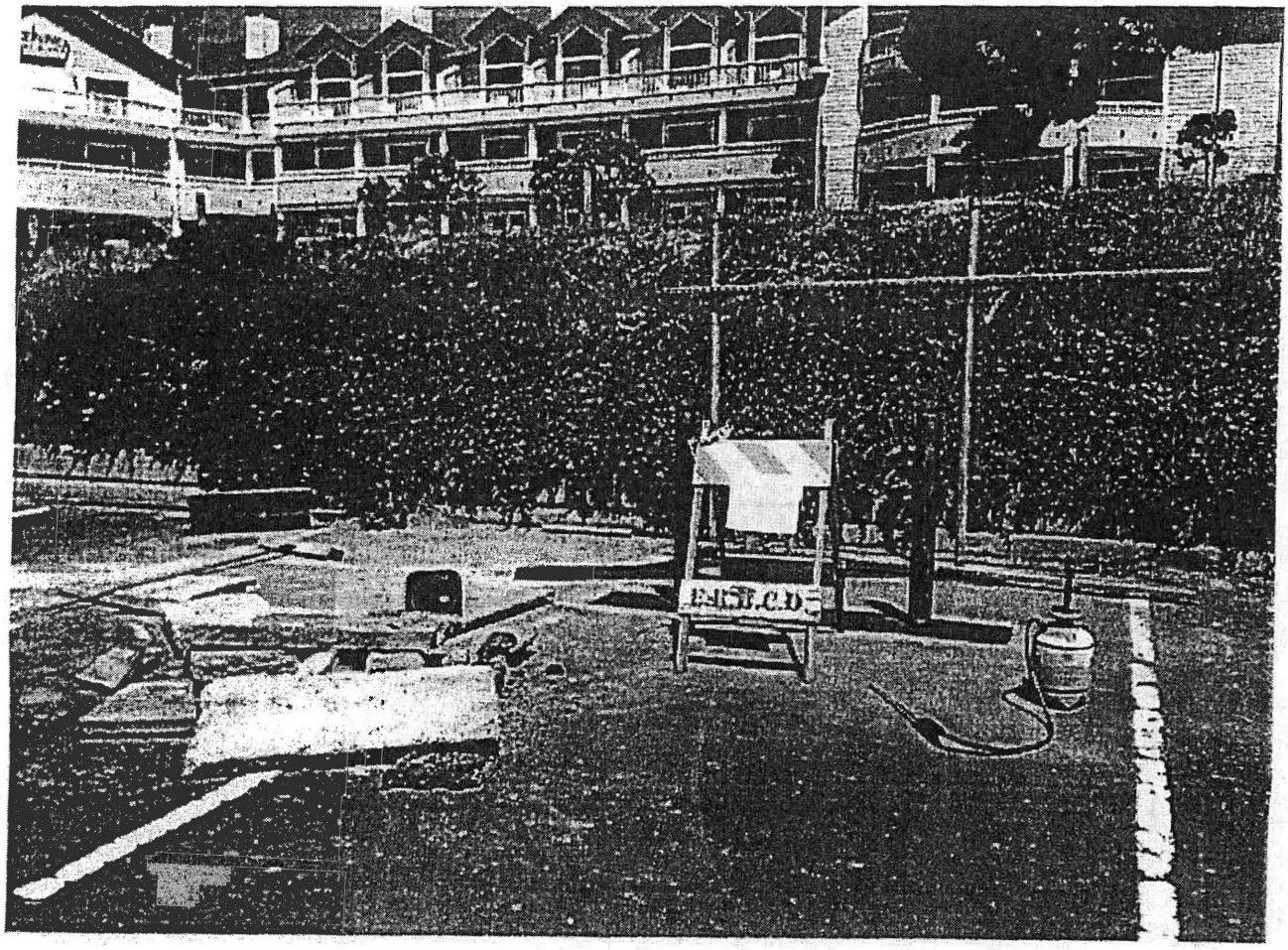
Hello Renee,

I have not received a response from the Harbor District General Manager to the questions included in the emails below regarding permits for the new hoist.

I spoke with Steve Monowitz from the County this week and he said he thought the permit application process for the new Hoist project should have gone through the Coastal Commission first because Johnson Pier is over water not dry land. Whatever the case I would like to better understand the process.

Also, what permit process is appropriate for the new electrical project in the Pillar Point Harbor parking lot? See attached photos. How is the permit process different for construction projects over land and sea? I really want to better understand this.

Thank you,
Sabrina



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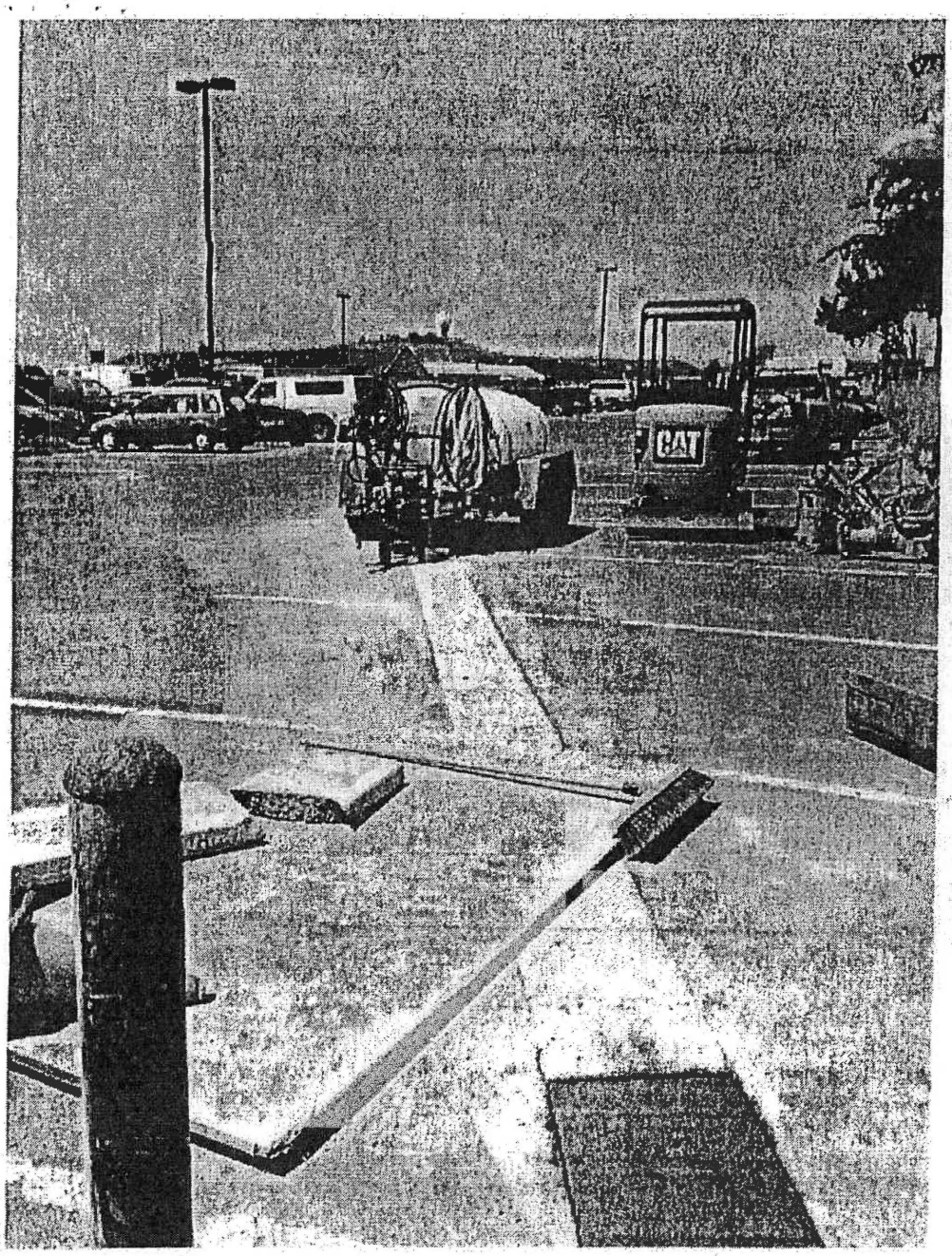

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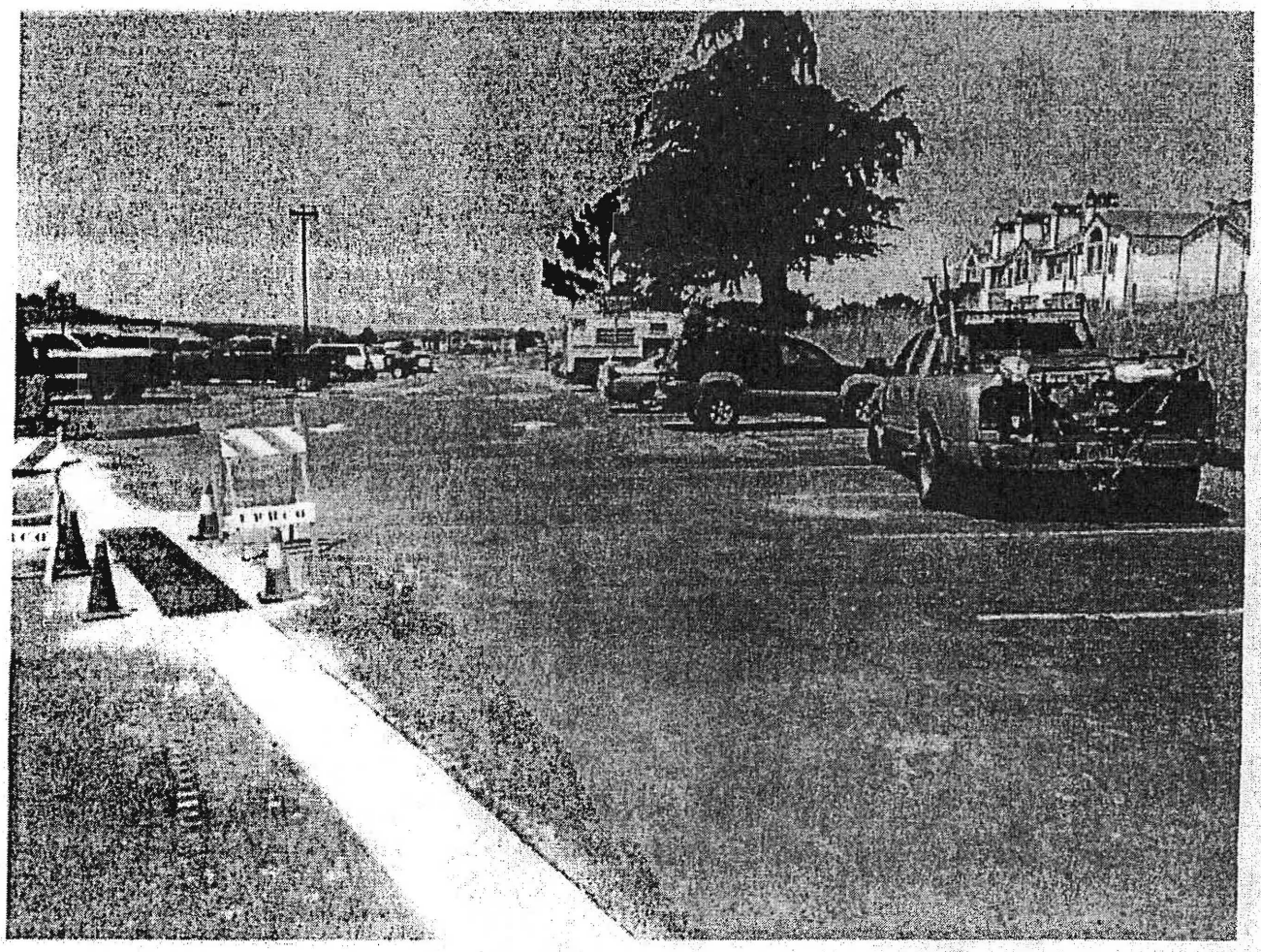

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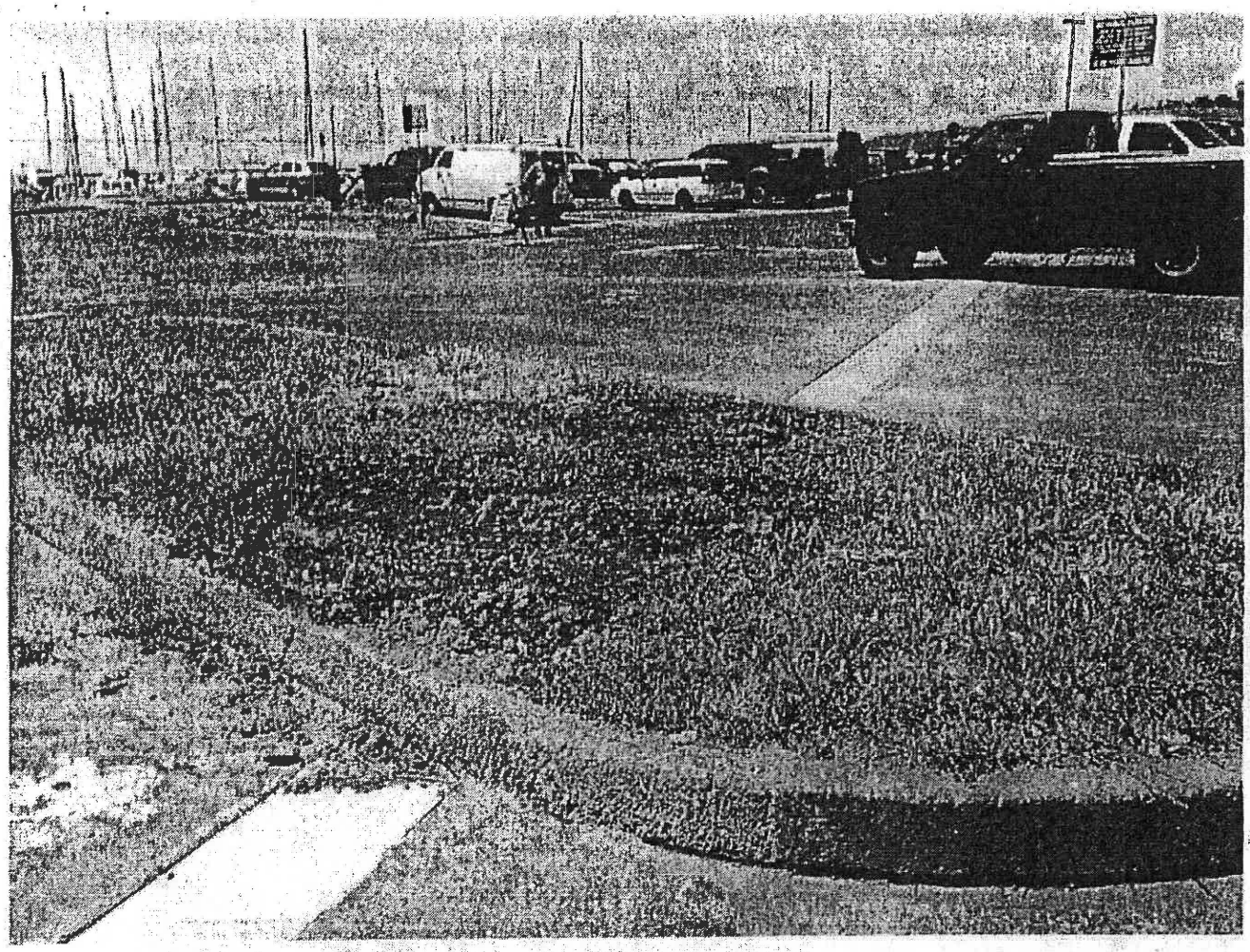

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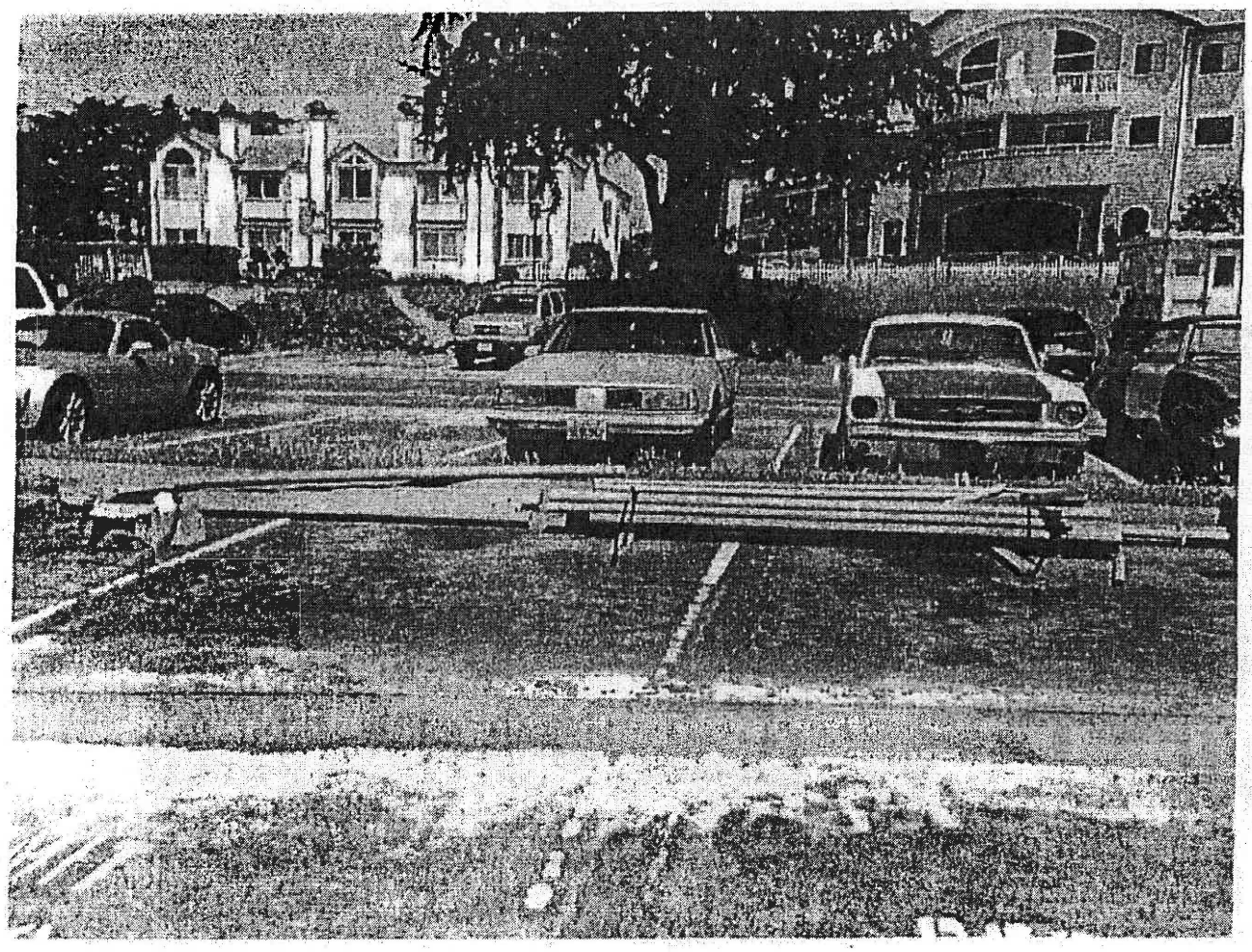

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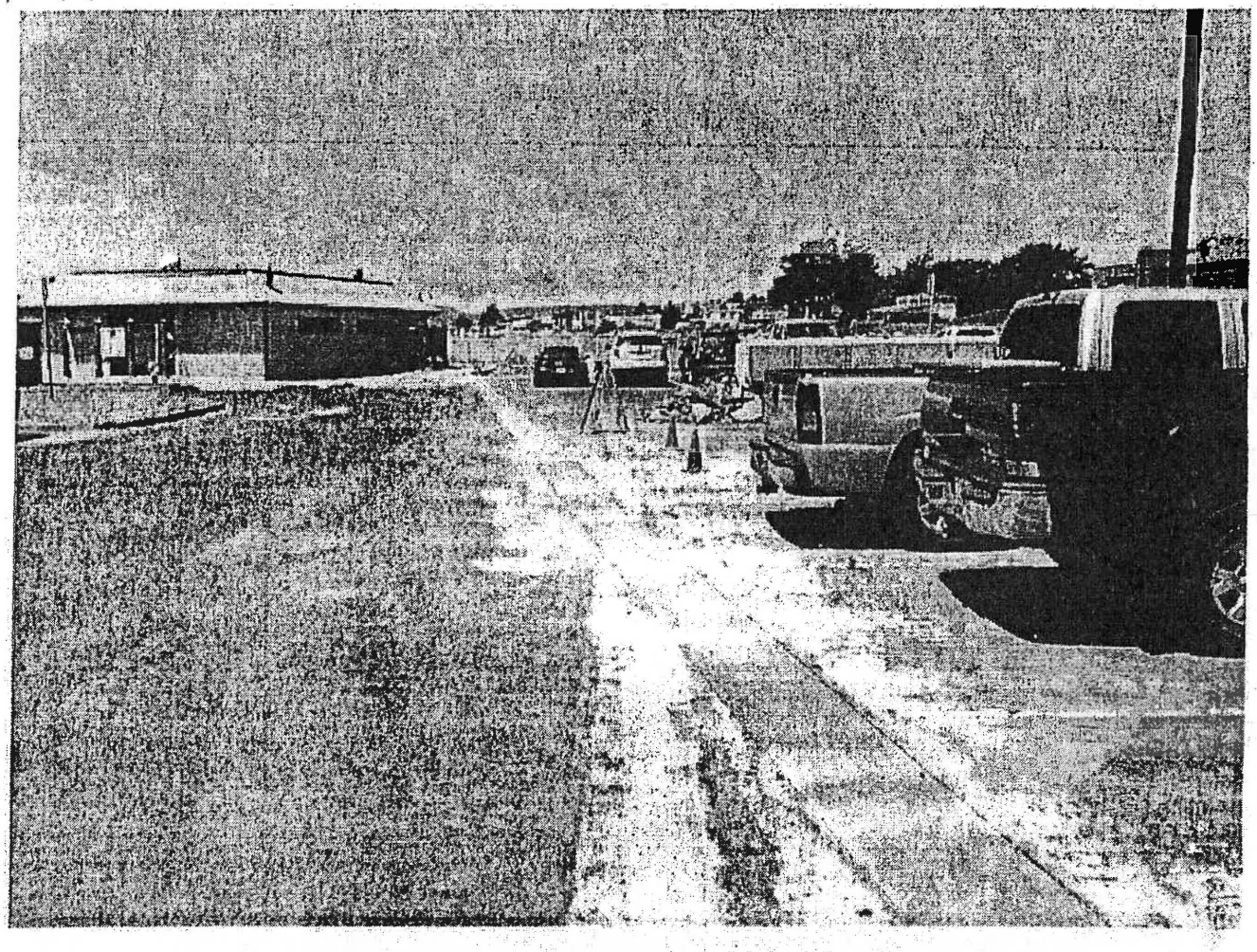

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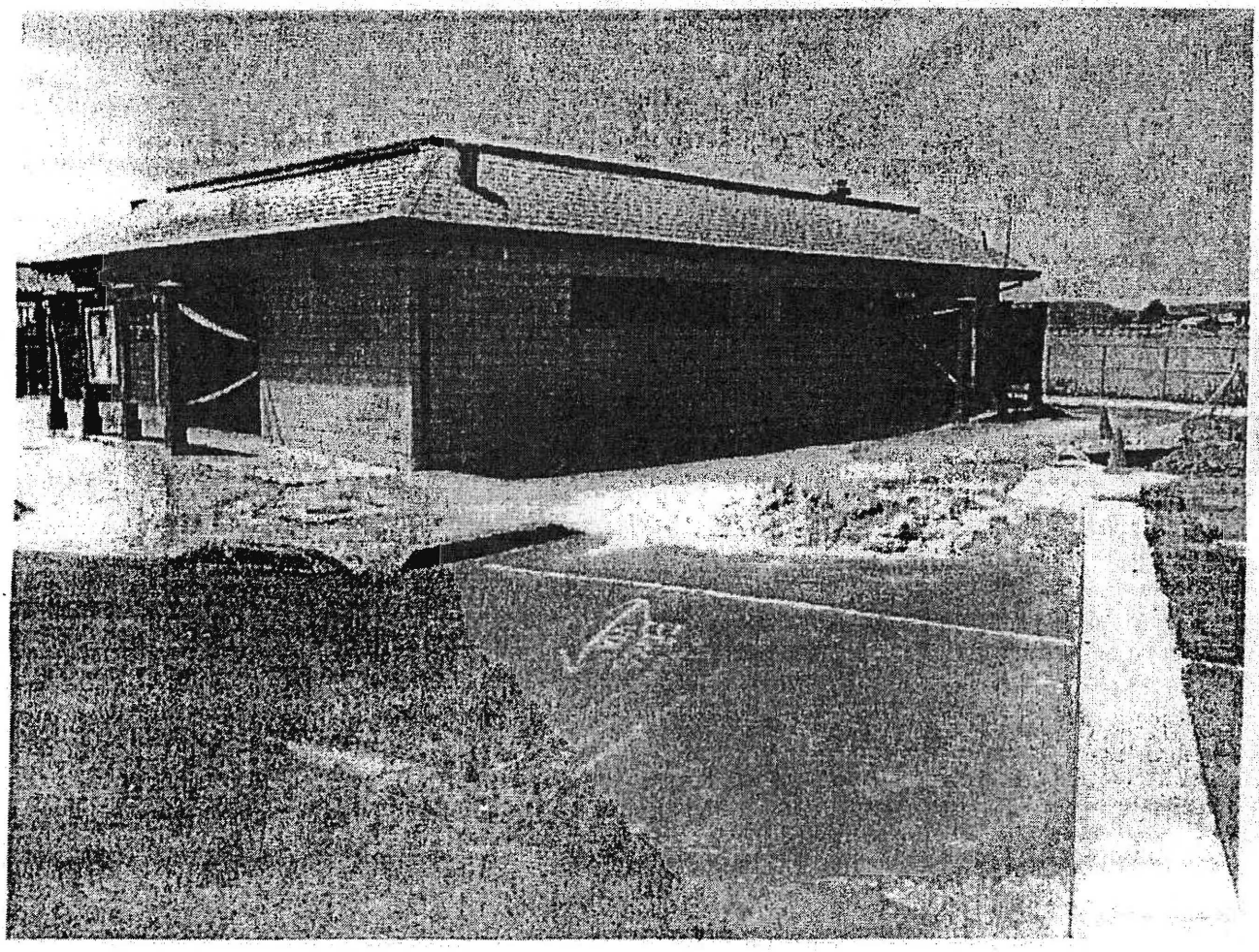

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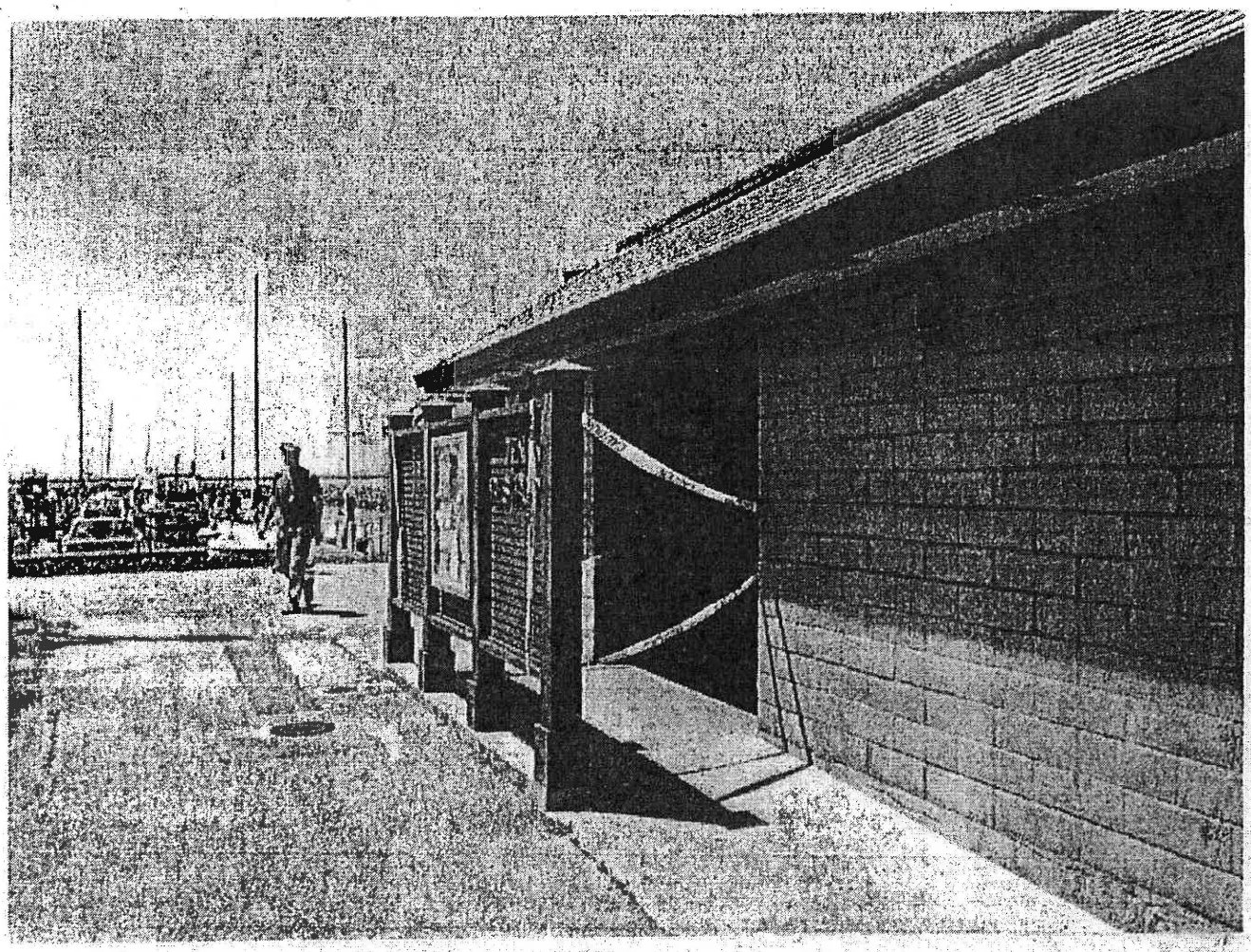

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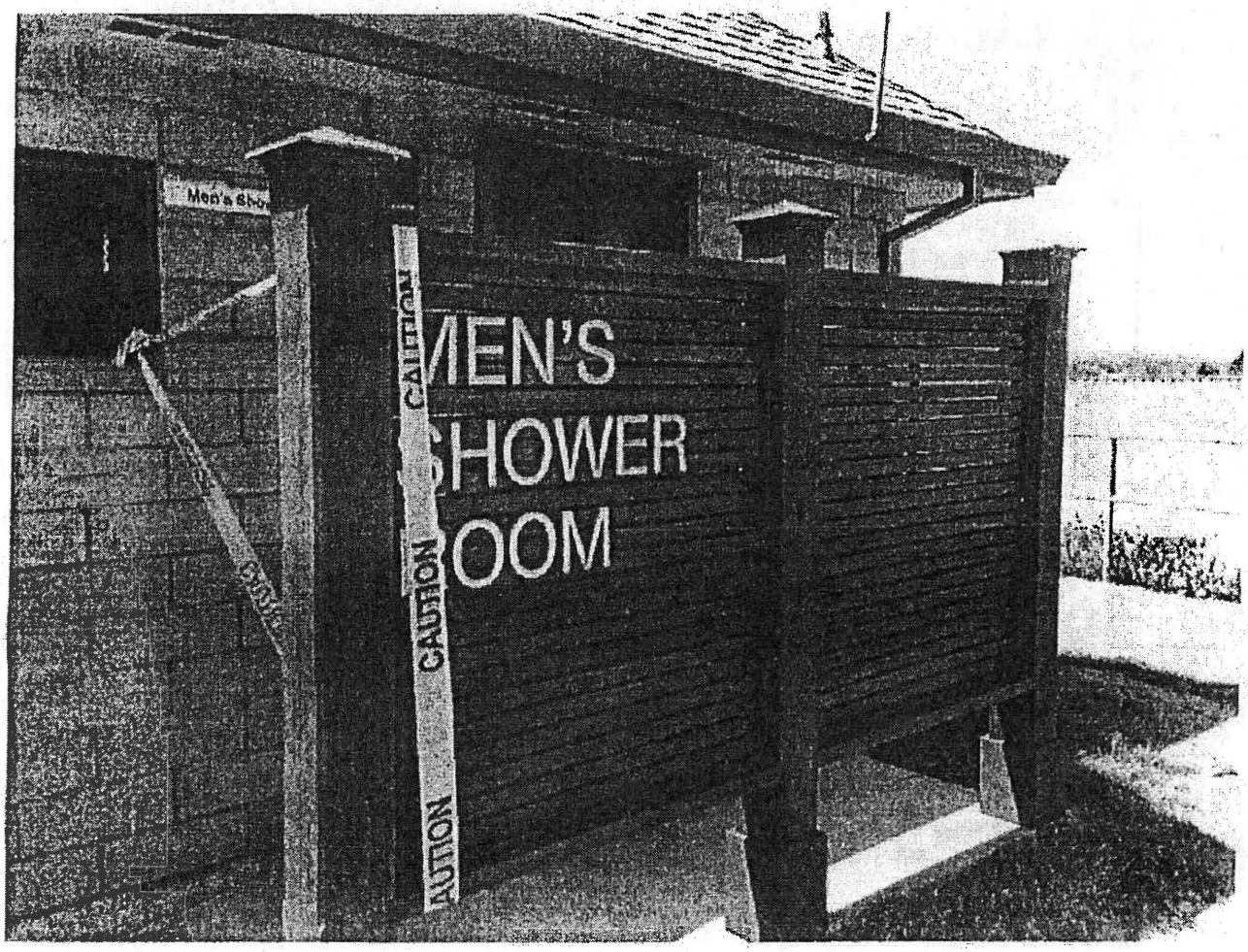

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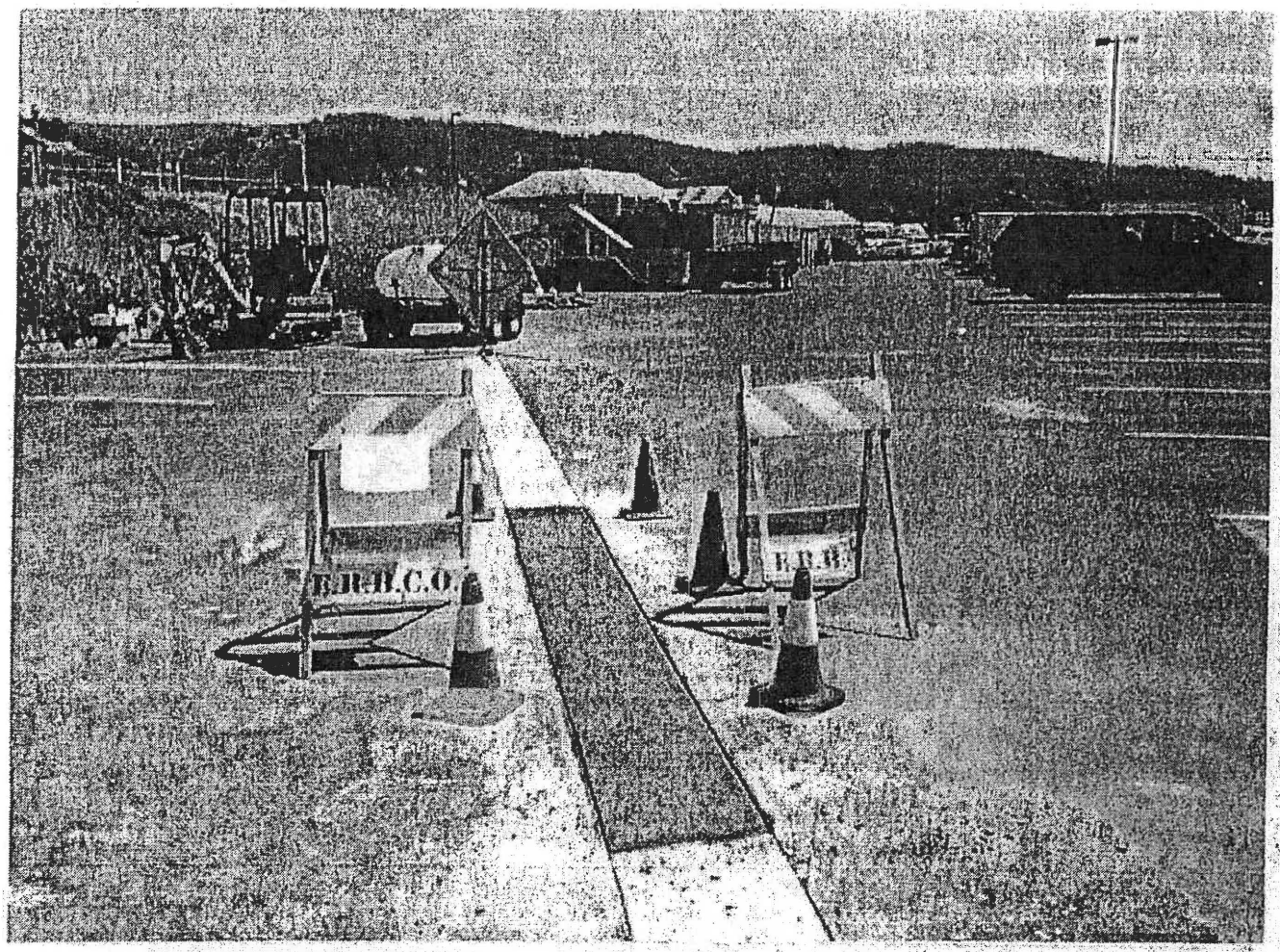


IMG_0044

IMG_0040

Begin forwarded message:

From: sabrina brennan <sabrina@dfm.com>
Subject: Fwd: Hoist installation at Pillar Point Harbor
Date: May 19, 2014 9:06:48 PM PDT
To: Peter Grenell <pgrenell@smharbor.com>
Cc: Robert Bernardo <Rbernardo@smharbor.com>, Sabrina Brennan <Sbrennan@smharbor.com>, "Scott A. Grindy" <sgrindy@smharbor.com>, "Arlin B. Kachalia" <akachalia@lcwlegal.com>

Hello Peter,

You have not responded to my May 14, 2014 email request below regarding County permits and Coastal Commission permits for the new hoist location at Johnson Pier.

Please email all permit info obtained by the Harbor District to-date for installation of the new hoist on Johnson Pier (see attached photos). Please include all electrical permits and all other project related permits.

Please consider this a Public Records Request.

Thank you,
Sabrina

Begin forwarded message:

From: sabrina brennan <sabrina@dfm.com>
Subject: Fwd: Hoist installation at Pillar Point Harbor
Date: May 14, 2014 5:24:12 PM PDT
To: Peter Grenell <pgrenell@smharbor.com>
Cc: Robert Bernardo <rbernardo@smharbor.com>, Sabrina Brennan <Sbrennan@smharbor.com>

Hello Peter,

Please email all permit info obtained by the Harbor District to-date for installation of the new hoist on Johnson Pier (see attached photos). Please include all electrical permits and all other project related permits.

Thank you,
Sabrina

Begin forwarded message:

From: sabrina brennan <sabrina@dfm.com>
Subject: Hoist installation at Pillar Point Harbor
Date: April 15, 2014 6:23:53 PM PDT
To: Peter Grenell <pgrenell@smharbor.com>
Cc: Robert Bernardo <smcharborcommissioner@yahoo.com>, Robert Bernardo <Rbernardo@smharbor.com>, Sabrina Brennan <Sbrennan@smharbor.com>

Hello Peter,

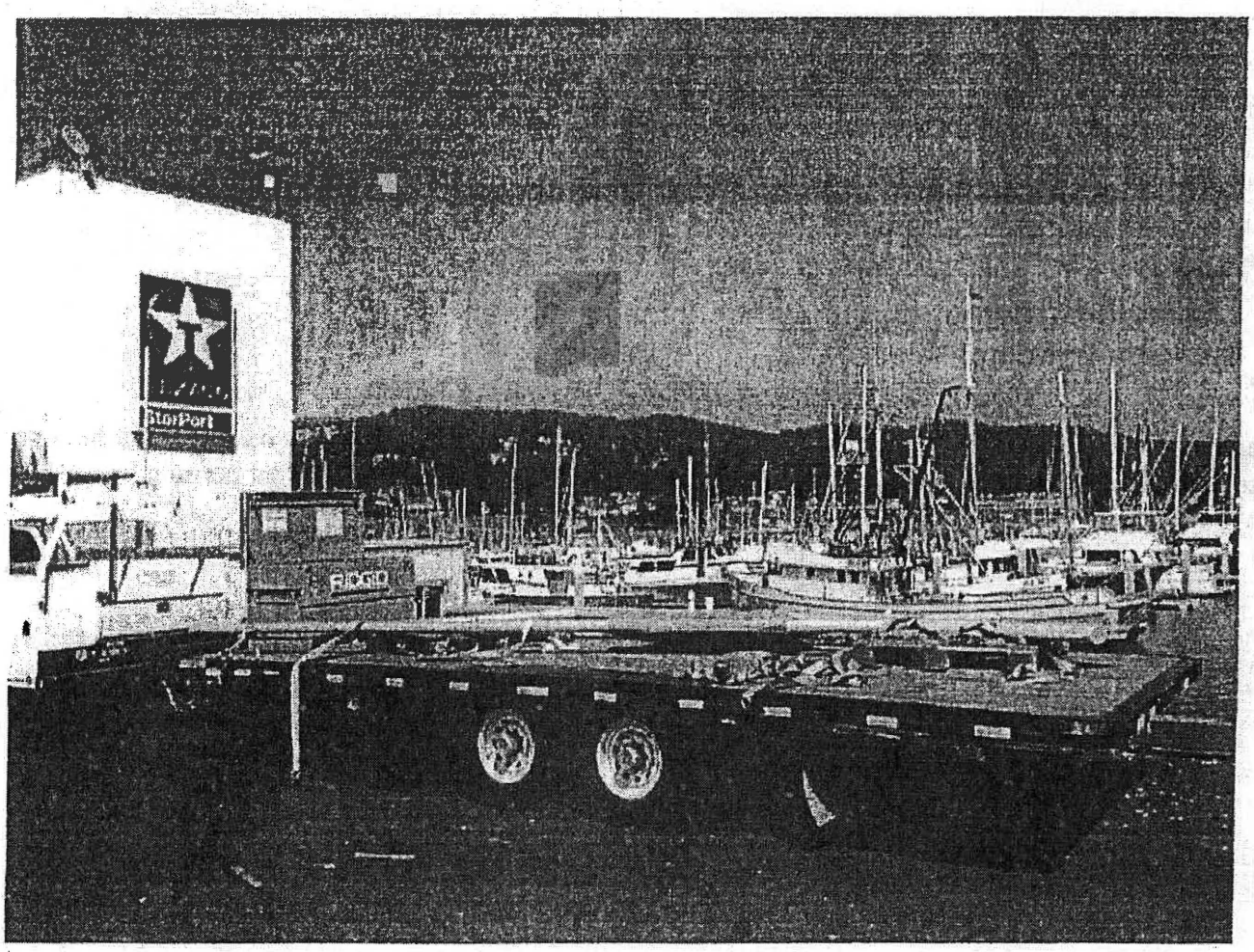
At the Jan 15, 2014 board meeting you supported the concerns included in the attached letter from the HMB Seafood Marketing Association.

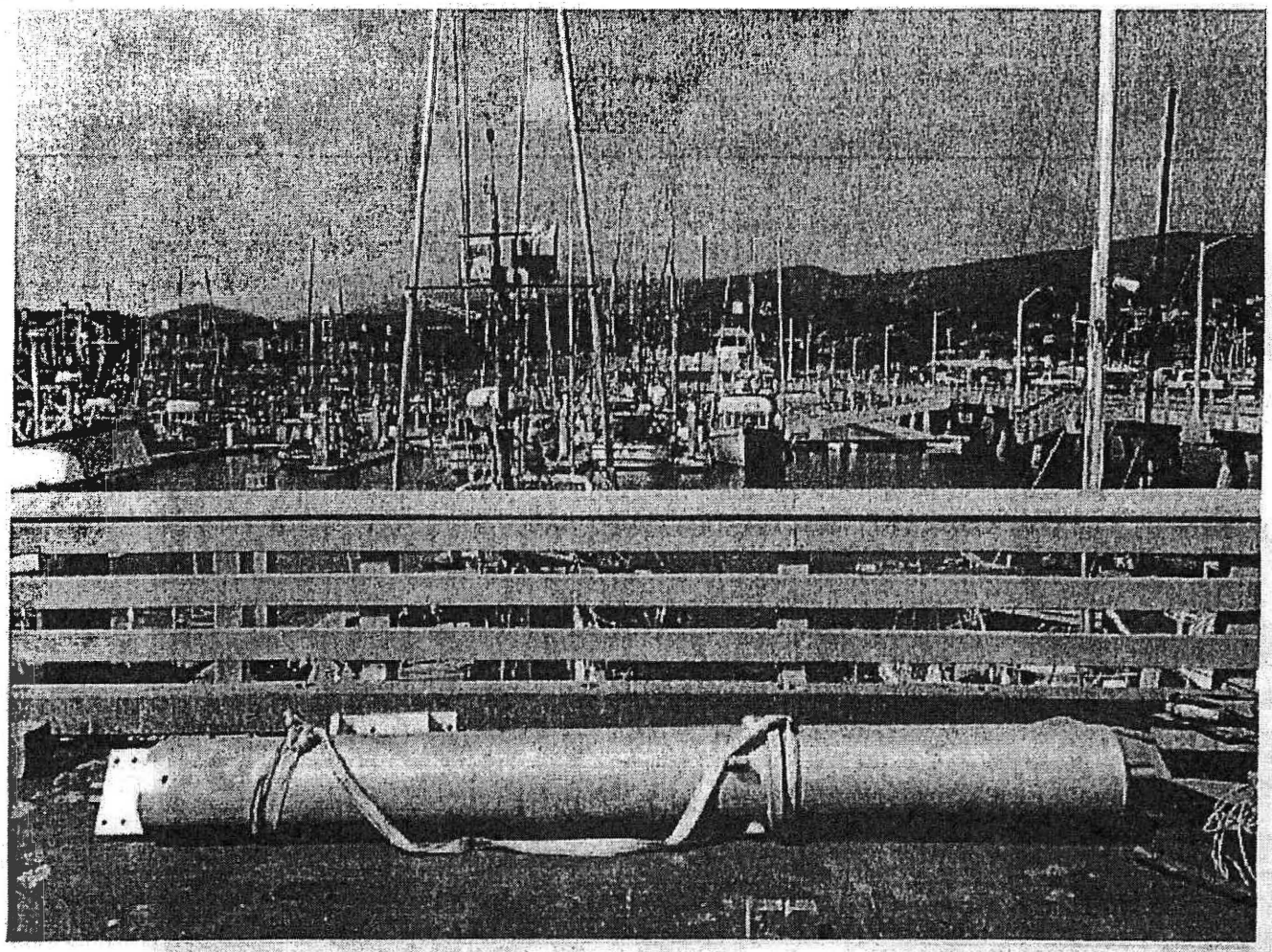
Why is hoist being installed today at Johnson Pier in a new location without adequate public input/process, stakeholder support, and without a safety plan in place?

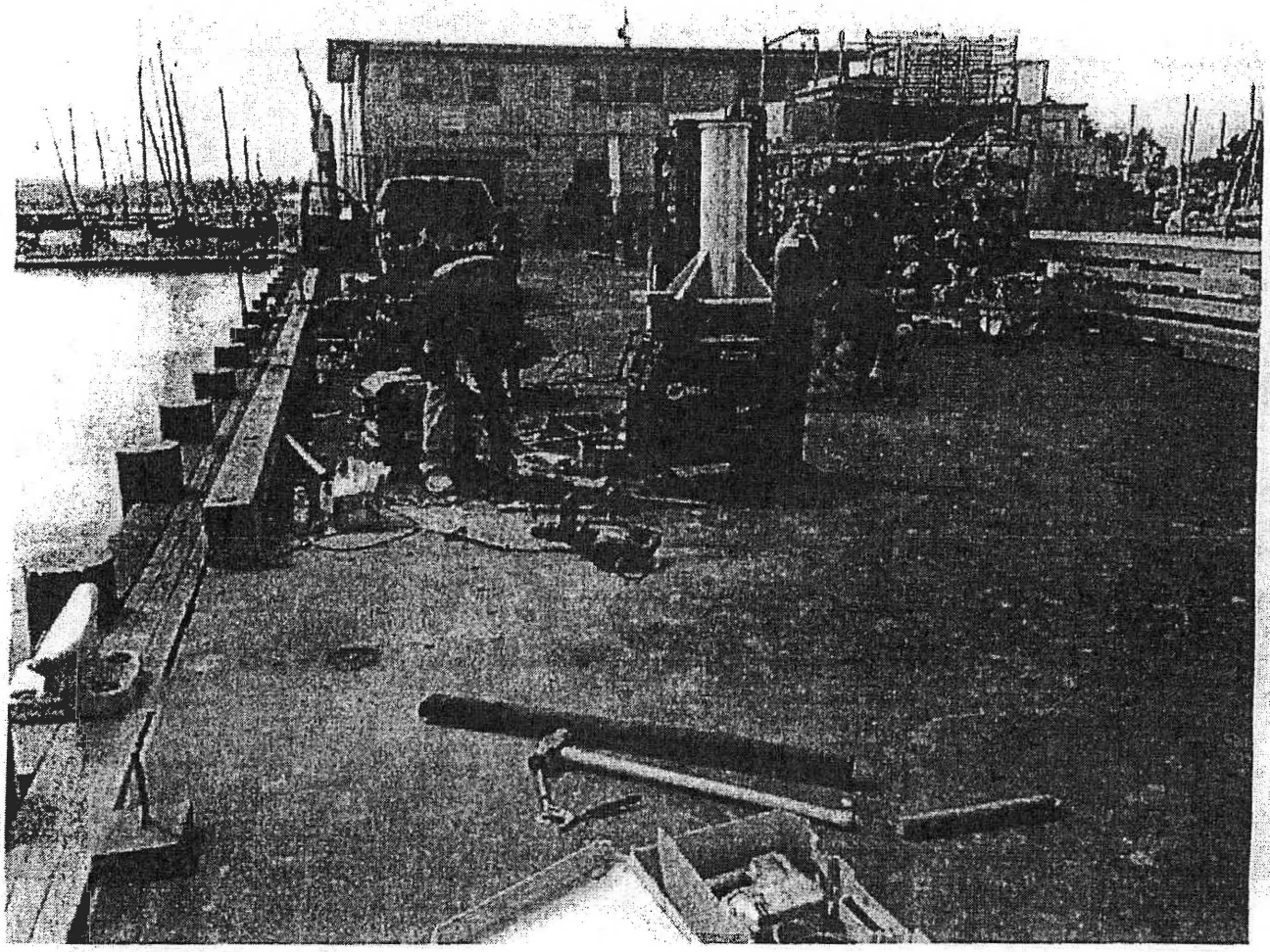
Fish Buyers and commercial fishing stakeholders have been in touch with me today. I'm hearing strong opposition to what commercial fishermen describe as "favoritism" and a "gift of public funds."

See attached letter and photos.

Thanks,
Sabrina


StorPort





Peter Grenell

From: sabrina brennan <sabrina@dfm.com>
Sent: Thursday, April 17, 2014 2:51 PM
To: Peter Grenell
Cc: Robert Bernardo; Robert Bernardo
Subject: New Hoist Certification
Attachments: SMCHD Hoist Letter.pdf; ATT113425.htm

Hello Peter,

Please email load testing information and certification for the new hoist being installed on Johnson Pier. In reference to the attached March 18, 2014 Harbor District letter please provide all compliance documentation including Cal-OSHA regulations/guidelines for the new hoist.

Please provide all laws, regulations and safety requirements related to hoist compliance with safety and operational standards, installation, equipment testing, maintenance and certification.

Thank you,
Sabrina

Hoist

Scott Grindy

From: Peter Grenell
Sent: Wednesday, April 23, 2014 3:37 PM
To: sabrina brennan; Pietro (pietro15@comcast.net); James Tucker; William Holsinger
Cc: Robert Bernardo; Scott Grindy; Jean B. Savaree; Marietta Harris; Scott Grindy
Subject: RE: New Hoist PRA information request

Commissioner Brennan,

Information requested on the 17th was forwarded to your drop box this morning, following collection. You should have received an email to your email address about this.

According to the Coastal Commission staff person you spoke with, Coastal staff is examining the new hoist but to our knowledge no permit requirement has been indicated as yet. They have been in touch with the new hoist owner, Mr. Fortado, who will provide requested information. In any case, it would be the responsibility of the hoist owner, not the Harbor District.

There is no other correspondence with Three Captains regarding the new hoist beyond the letter you have copied to your email. As to Southern Cal Seafood, we have no correspondence with them and have no information about them.

Not to be redundant, but to respond to your third request, you should contact the Coastal Commission regarding any permit application submitted by parties other than the Harbor District. The District has not applied for a coastal permit relative to a new hoist. The District does not have a new hoist.

Consider this the District's response to your PRA information request.

Peter Grenell
General Manager

-----Original Message-----
From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Wednesday, April 23, 2014 3:05 PM
To: Peter Grenell
Cc: Robert Bernardo; Scott Grindy; Jean B. Savaree; Marietta Harris
Subject: Fwd: New Hoist

Hello Peter,

You have not responded to my April 17, 2014 email below.

Please provide the information I requested in the email below. Please also provide a copy of all permits and fees related to the new hoist.

Please provide all correspondence the SMCHD has had with Three Captains' Sea Products and Southern Cal Seafood regarding the new hoist.

Please clarify if a Coastal Development Permit was applied for by a fish buyer or by the SMCHD for the new hoist. If so, please provide the CDP.

Please consider this a Public Records Request.

Thank you,
Sabrina

Begin forwarded message:

> From: sabrina brennan <sabrina@dfm.com>
> Subject: New Hoist Certification
> Date: April 17, 2014 2:50:55 PM PDT
> To: Peter Grenell <pgrenell@smharbor.com>
> Cc: Robert Bernardo <Rbernardo@smharbor.com>, Robert Bernardo <smcharborcommissioner@yahoo.com>
>
> Hello Peter,
>
> Please email load testing information and certification for the new hoist being installed on Johnson Pier. In reference to the attached March 18, 2014 Harbor District letter please provide all compliance documentation including Cal-OSHA regulations/guidelines for the new hoist.
>
> Please provide all laws, regulations and safety requirements related to hoist compliance with safety and operational standards, installation, equipment testing, maintenance and certification.
>
> Thank you,
> Sabrina
>

Peter Grenell

From:	Robert Bernardo <smcharborcommissioner@yahoo.com>
Sent:	Wednesday, April 16, 2014 11:11 AM
To:	sabrina brennan; Peter Grenell
Cc:	Robert Bernardo; Sabrina Brennan
Subject:	Re: Hoist installation at Pillar Point Harbor
Attachments:	HMBSMA-SMCHD-Jan15,2014.pdf

Hi Commissioner Brennan,

My understanding is that contained within each of the fishbuyers' lease agreements, there is language that specifically states that **each fishbuyer must work directly with the Harbormaster to select an appropriate location for their hoists.**

There does not need to be any public comment or any Commission approvals whatsoever--if we are to follow our contractual obligations (which we have to, by law). Therefore, in this particular care, Larry Fortado is just following his lease and so is the District.

That's my understanding of this situation.

Very best,
Robert
On Tuesday, April 15, 2014 6:23 PM, sabrina brennan <sabrina@dfm.com> wrote:
Hello Peter,

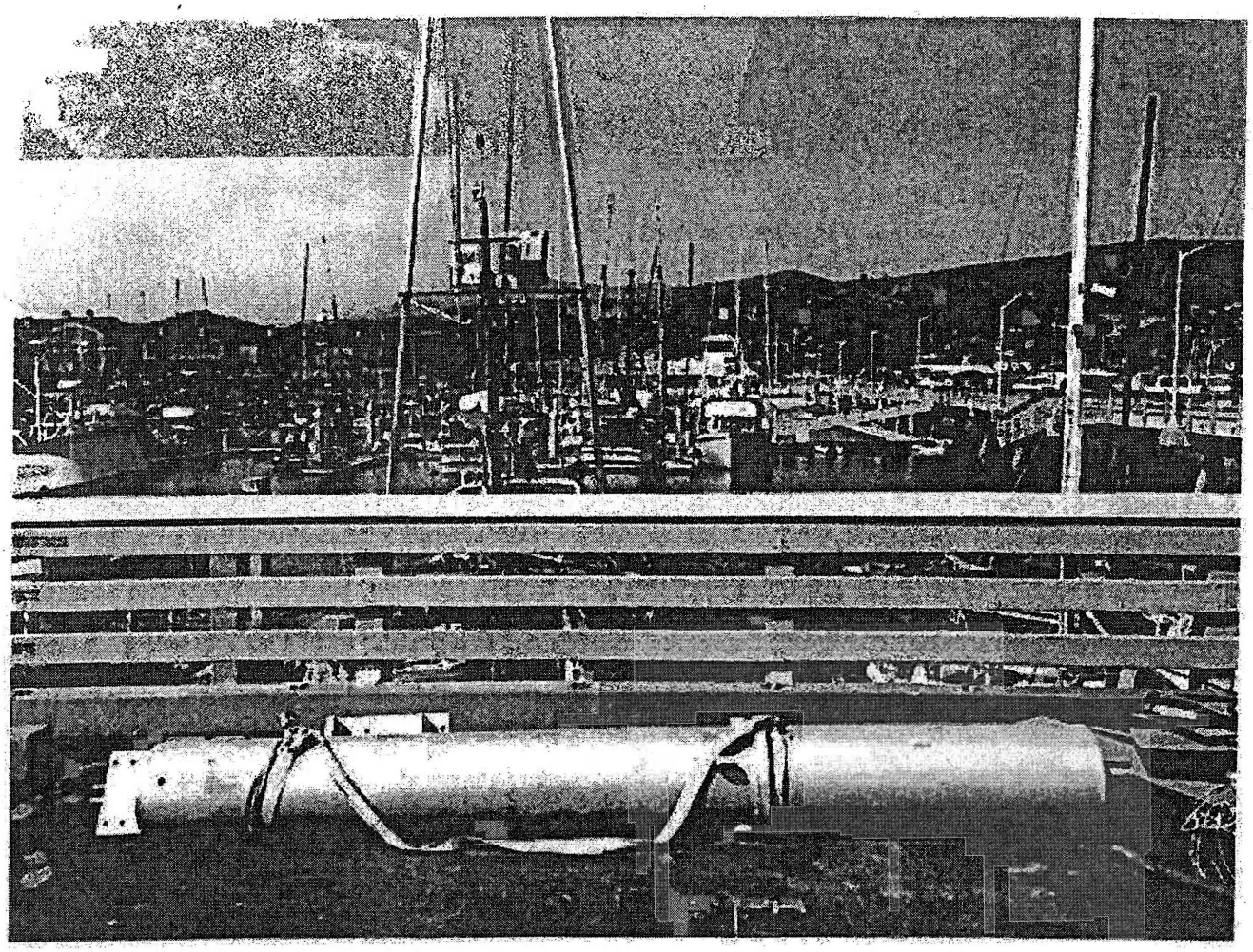
At the Jan 15, 2014 board meeting you supported the concerns included in the attached letter from the HMB Seafood Marketing Association.

Why is hoist being installed today at Johnson Pier in a new location without adequate public input/process, stakeholder support, and without a safety plan in place?

Fish Buyers and commercial fishing stakeholders have been in touch with me today. I'm hearing strong opposition to what commercial fishermen describe as "favoritism" and a "gift of public funds."

See attached letter and photos.

Thanks,
Sabrina



January 15, 2014

To: San Mateo County Harbor District Commissioners, General Manager Grenell, Harbormaster Grindy
From: Half Moon Bay Seafood Marketing Association
RE: Agenda Item #12- Informational Report: Hoists on Johnson Pier

The commercial fishing members of the Half Moon Bay Seafood Marketing Association are greatly affected by decisions made regarding the configuration of hoists and freezers on Johnson Pier. Our businesses depend on the ability to efficiently access loading and offloading facilities, as well as fuel and ice etc.

We believe that changes to the infrastructure on which fishermen depend requires a great deal of consideration and planning. Therefore, we would like to request that industry members be consulted and allowed to participate in the process prior to any hoist installations or infrastructure changes that affect the fleet. Our board of directors and members can be reached at hmbsmaboard@gmail.com in order to schedule a meeting prior to any changes to the pier.

Sincerely,

Porter McHenry
President
Half Moon Bay Seafood Marketing Association

PO Box 872 Half Moon Bay, CA 94019 hmbsmaboard@gmail.com

July 17, 2013

To: San Mateo County Harbor District Commissioners
From: Half Moon Bay Seafood Marketing Association
RE: Fish Buying Fees at Pillar Point Harbor

The membership of the Half Moon Bay Seafood Marketing Association are not in favor of unloading or purchasing fees being assessed on fish buyers or unloaders in Pillar Point Harbor. Ultimately these fees will be paid by the fishermen, who cannot continually bear the burden of increased fees and decreased services by this harbor. These fees are not charged in other ports and we do not believe they should be levied here. Furthermore, we are not willing to provide fish landing receipts or any other proprietary information to fish buyers or to the harbor for the purposes of validating poundage offloaded or purchased.

Sincerely,

Geoff Bettencourt
Vice-President
Half Moon Bay Seafood Marketing Association

PO Box 872 Half Moon Bay, CA 94019 hmbsmaboard@gmail.com

MORNINGSTAR FISHERIES HOIST DOCUMENTS

Debbie Nixon

From: Bill Barend <bbarend@valentinecorp.com>
Sent: Friday, March 07, 2014 9:38 AM
To: Scott Grindy
Cc: Harold Mossman; Amir Davoodi; Mark Harris
Subject: RE: Hoist Re-Install
Attachments: 130405_HOIST-01-07(1).jpg; Hoist-02-deflect.pdf

Scott,
Regarding the Hoist #2 (landside) that separated from its mounts, I discussed the re-paint/re-installation of both hoist #1(ocean side) & #2 with our foremen Mark Harris and Matt O'Brien regarding the tenant involvement. The first installation of Hoist #1 included the assistance of the tenant, I believe Mike is his name. He provided new bearings for both the base and Top Plate along with installation involvement. Per Matt, he was satisfied with the re-installation and the hoist has not had any issues since that we are aware of.

The second hoist was re-installed with the tenant supplied base bearing by Mark Harris. That tenant and Mark discussed relatively new condition of the top bearing so the tenant decided against replacing it at that time. After installation, we were on the site for a number of months with no complaints about its operation. I did specifically caution in the email below on June 17 that the hoist was compromised by the severe visible corrosion.

We can't speak to the problem you had with the hoist separating from the deck but I had cautioned against trying to re-hab these units in our early meetings a year ago. In addition to the visible corrosion, the design of this piece of lifting equipment has a number of weaknesses. There is only about a 2" socket depth at the base which is only secured by gravity and the weight of the load. At the top, the bearing plate is by design pulled down by the back 45degree stay which puts an obvious side load on the bearing that it cannot resist. See the attached photo of the top plate at hoist #2 before it was re-painted. Any load on the hook only pulls the plate down more which allows the entire hoist to rock during its swing. Another issue is the lack of a retainer cap at the top bearing axel pin of hoist #2 versus Hoist #1. It appears that there is nothing to keep the top bearing from pulling off the top hoist axel pin in an extreme event. (See photo Hoist-01)

If I understand correctly the hoist was being investigated and separated off its mounts when pushed/swung out without a load. From what I can see of the reliance on gravity to keep it together, this would seem to be the weakest point in the operation the hoist.

I am not a design engineer but would again caution against putting these hoists back in service without a thorough engineering review.

Please call with any comments,

Bill Barend
Valentine Corporation
111 Pelican Way - San Rafael, CA 94901
415 453-3732 x18 - Fax 415 457-5820
Cell 415 716-9572
bbarend@valentinecorp.com

-----Original Message-----
From: Scott Grindy [mailto:sgrindy@smharbor.com]
Sent: Monday, June 17, 2013 3:13 PM
To: Bill Barend
Cc: Craig Lewis; Harold Mossman; Amir Davoodi; Mark Harris
Subject: RE: Hoist at morning star - Corrosion

understood

-----Original Message-----
From: Bill Barend [mailto:bbarend@valentinecorp.com]
Sent: Monday, June 17, 2013 2:58 PM
To: Bill Barend; Scott Grindy
Cc: Craig Lewis; Harold Mossman; Amir Davoodi; Mark Harris
Subject: RE: Hoist at morning star - Corrosion
Importance: High

Attached...

Bill Barend
Valentine Corporation
111 Pelican Way - San Rafael, CA 94901
415 453-3732 x18 - Fax 415 457-5820
Cell 415 716-9572
bbarend@valentinecorp.com

-----Original Message-----
From: Bill Barend
Sent: Monday, June 17, 2013 3:00 PM
To: 'Scott Grindy'
Cc: Craig Lewis; Harold Mossman; Amir Davoodi; Mark Harris
Subject: FW: Hoist at morning star - Corrosion
Importance: High

Scott,
FYI, See the attached photos of the painted Hoist #2 at Morning Star.
Once the corrosion was cleaned off for painting, the true condition of the hoist can be seen. Much of the main post metal has been lost to corrosion and we caution the users of this hoist to review it for structural competency before using. We have only painted and reinstalled this unit so are not liable for the structural adequacy of this equipment.

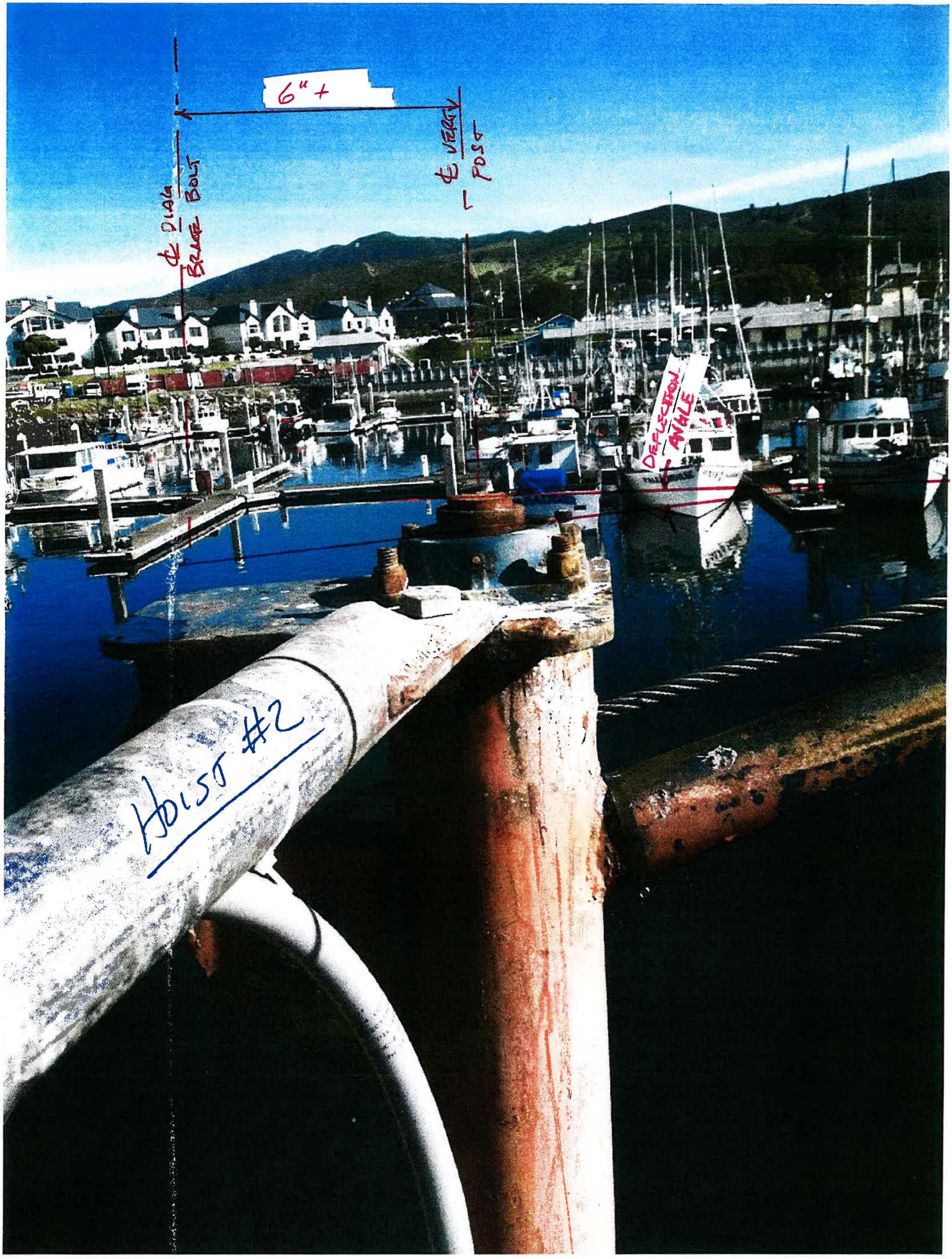
Please forward this information to the appropriate owner of this hoist for their inspection prior to use.
Thank You,

Bill Barend
Valentine Corporation
111 Pelican Way - San Rafael, CA 94901
415 453-3732 x18 - Fax 415 457-5820
Cell 415 716-9572
bbarend@valentinecorp.com

-----Original Message-----
From: Mark Harris
Sent: Monday, June 17, 2013 11:09 AM
To: Bill Barend
Cc: Scott Grindy
Subject: Hoist at morning star

Bill
I have got the bearings for the hoist at morning star fishery. We will be installing the hoist Tuesday 6/18/13

Sent from my iPhone


6" +
℄ Diag Brace Bolt
℄ Vert Post
Deflection Angle
Hoist #2

Debbie Nixon

From: David Mallory <morningstardm@hotmail.com>
Sent: Thursday, March 06, 2014 10:14 AM
To: Scott Grindy
Subject: Re: Morningstar hoist

Yes, please call if needed. I'll try to pick up. If I don't pick up, leave a message. And I'll get back to you.

Sent from my iPhone

On Mar 5, 2014, at 12:17 PM, "Scott Grindy" <sgrindy@smharbor.com> wrote:

> Hi Dave,
>
> I sent it to Peter and have called to let him know as well.
>
> If any questions come up while you are gone, are you going to be available via your cell phone or email?
>
> Thanks
>
> Scott

From: dave mallory [mailto:morningstardm@hotmail.com]
Sent: Wednesday, March 05, 2014 9:07 AM
To: Scott Grindy
Cc: Sabrina Brennan
Subject: Morningstar hoist

Hi Scott, please find the document regarding the Morningstar hoist attached.

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Wednesday, March 05, 2014 12:18 PM
To: dave mallory
Subject: RE: Morningstar hoist

Hi Dave,

I sent it to Peter and have called to let him know as well.

If any questions come up while you are gone, are you going to be available via your cell phone or email?

Thanks

Scott

From: dave mallory [mailto:morningstardm@hotmail.com]
Sent: Wednesday, March 05, 2014 9:07 AM
To: Scott Grindy
Cc: Sabrina Brennan
Subject: Morningstar hoist

Hi Scott, please find the document regarding the Morningstar hoist attached.

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Wednesday, March 05, 2014 10:49 AM
To: harbordistrict@smharbor.com; Peter Grenell
Subject: FW: Morningstar hoist
Attachments: bob.docx

fyi

From: dave mallory [mailto:morningstardm@hotmail.com]
Sent: Wednesday, March 05, 2014 9:07 AM
To: Scott Grindy
Cc: Sabrina Brennan
Subject: Morningstar hoist

Hi Scott, please find the document regarding the Morningstar hoist attached.

To : Scot and Peter

First of all Scot, the hoist is on my flat-bed truck to be delivered to Bob in the morning. Peter, Scot suggested I fire off this e-mail to you should the subject of my hoist situation come up tomorrow night. I wish I could make it, but, will be out of town from about 10 a.m. tomorrow til Monday . Starting sometime tomorrow, Bob, at Princeton Welding will, hopefully, get started on the repair and re-installation of my hoist, which fell in the water a week ago from last Saturday.

Peter, I assume Scot has already, or will ,clue you in on the specifics, but, the general digression of my hoist goes like this: the original problem of increased difficulty of rotation due to "give" in the wood railings was corrected,I assume, when Valentine Corp. replaced the wood railings with the composite. But, when the hoist was taken out to replace the railings it wasn't put back in correctly. That was in the Sept.-Oct. period. There wasn't much use of the hoist immediately after as most of the fishermen were preparing for crab. Roger was doing some "drag" fishing, but not much else going on. Things seemed fine, although we noticed the metal plate on top was not quite level. And there is a bearing which sets on top of the plate.

Crab season starts. Action picks up. And the hoist becomes harder and harder to turn. St. Clair, my hoist-man was constantly complaining. He and "Roo" would mention occasionally of seeing the metal plate "shift". St. Clair is currently seeing a chiropractor, because of problems he attributes to the increased effort in turning the hoist. I bring this up a few times to Scot. Bob, of Princeton Welding, comes and takes a look sometime around middle of December. And shortly there-after a couple guys from the "Valentine" crew came over. I saw them doing something over on McHenry's hoist. Asked them if they'd seen mine yet. Said , "Yes, we've seen it, and know what needs to be done". Nothing was done. At this point Bob was hesitant to get in the middle. My frustration continues. Bob comes for another look. We agree it can wait til after the holidays, or until it slows down a bit. I also thought Scot was in communication with Bob. Guess not. But, between me and Scot, we get Bob back over. He comes on the morning of Febuary 21st. He's somewhat perplexed. But he's checking it out. When we swing the hoist out to 90 degrees that metal plate rocks back and rises a bit. When we swing it on around a full 180 it shifts and rises some more. Same thing on the way back. Bob thought it would be good to talk to "Valentine" to find out what they did, but couldn' t find anyone to talk to. Felt he was getting in the middle of something. Bob decided to come out the next day to take some pictures. We had already unloaded the "Tabitha" that morning, Saturday, the 22nd, before Bob came out again. Now , in unloading most boats we don' need to swing the hoist out much more than about 45 degrees. But Bob wanted to test it the full 180. In that testing, somewhere between 90 and 180 degrees that metal plate rose so high it came out of the vertical cylinder it was supporting and fell and the entire hoist fell in the water. Now that metal plate shifting was something new, because we had shifted the hoist around a full 180 numerous times before so we could unload squid.

So, I've said all that, to say this. That hoist was not put back in the same condition it was taken out. It was structurally altered. Although it is slow now, salmon season is less than two months away. And there are some crab boats, and drag boats and some black cod to unload in the meantime. This is not the time to get muddled in politics and bureaucracy. So Bob will get to work, and I will pay him. But. I do

not accept full responsibility for the problem that has occurred and expect "the Harbor" to show fairness and responsibility in helping me shoulder some of this financial outlay.

DAVID MALLORY

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Tuesday, March 04, 2014 10:18 AM
To: harbordistrict@smharbor.com; Peter Grenell
Subject: FW: hoist answers

From: Scott Grindy
Sent: Tuesday, March 04, 2014 9:02 AM
To: Peter Grenell
Subject: hoist answers

Peter to assist my comment/notes are in red below:

Hello Peter,

I hear Dave Mallory's hoist did not pass an inspection. (The certifying company noted that no certification is required for the hoist style Dave M. has however he also noted that Cal/OSHA would not approve the uses of these hoists due to condition, maintenance and application) I also hear that none of the hoists on Johnson Pier passed inspection.(the inspector noted that each hoist of the smaller style is in various stages of being an issue if Cal/OSHA did a site inspection) Is this information correct? Are all the hoists out of service until they pass inspection? (No official inspection occurred, it was a consult by the firm we use for our certification of our district hoist) What does this mean for commercial salmon season? What company preformed the inspections? (AC3, the inspection form I provided SB had the contact information included) Did the District pay for the inspections? (There was no charge, consult only) Are additional inspections scheduled? (Fishbuyer responsibilities)

I haven't received a response to the Monday, Feb. 24, 2014 email below. Please respond to the following questions from Feb. 24th:

Scott said, "Dave Mallory informed us late fall of the issue." How many days/months did it take to respond to Dave's concerns? (see log sheet)

Are the other hoists safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District? (We could call Cal/OSHA for a consult)

What type of work was performed by the Harbor District on the hoists other than paint? (new bull rail curb, deck coating, electrical disconnect) What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?

It would be helpful to have a full report.

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Tuesday, March 04, 2014 9:02 AM
To: Peter Grenell
Subject: hoist answers

Peter to assist my comment/notes are in red below:

Hello Peter,

I hear Dave Mallory's hoist did not pass an inspection. (The certifying company noted that no certification is required for the hoist style Dave M. has however he also noted that Cal/OSHA would not approve the uses of these hoists due to condition, maintenance and application) I also hear that none of the hoists on Johnson Pier passed inspection.(the inspector noted that each hoist of the smaller style is in various stages of being an issue if Cal/OSHA did a site inspection) Is this information correct? Are all the hoists out of service until they pass inspection? (No official inspection occurred, it was a consult by the firm we use for our certification of our district hoist) What does this mean for commercial salmon season? What company preformed the inspections? (AC3, the inspection form I provided SB had the contact information included) Did the District pay for the inspections? (There was no charge, consult only) Are additional inspections scheduled? (Fishbuyer responsibilities)

I haven't received a response to the Monday, Feb. 24, 2014 email below. Please respond to the following questions from Feb. 24th:

Scott said, "Dave Mallory informed us late fall of the issue." How many days/months did it take to respond to Dave's concerns? (see log sheet)

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What type of work was performed by the Harbor District on the hoists other than paint? (new bull rail curb, deck coating, electrical disconnect) What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?

It would be helpful to have a full report.

Debbie Nixon

On Mar 3, 2014, at 3:15 PM, sabrina brennan <sabrina@dfm.com> wrote:

Hello Peter,

I hear Dave Mallory's hoist did not pass an inspection. I also hear that none of the hoists on Johnson Pier passed inspection. Is this information correct? Are all the hoists out of service until they pass inspection? What does this mean for commercial salmon season? What company preformed the inspections? Did the District pay for the inspections? Are additional inspections scheduled?

I haven't received a response to the Monday, Feb. 24, 2014 email below. Please respond to the following questions from Feb. 24th:

> Scott said, "Dave Mallory informed us late fall of the issue." How many days/months did it take to respond to Dave's concerns?
>
> Are the other hoists safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?
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> What type of work was performed by the Harbor District on the hoists other than paint? What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?
>
> It would be helpful to have a full report.

Thank you,
Sabrina

Begin forwarded message:

From: sabrina brennan <sabrina@dfm.com>
Subject: Re: Morning Star Hoist Update
Date: February 24, 2014 8:01:49 PM PST
To: Peter Grenell <pgrenell@smharbor.com>
Cc: "Scott A. Grindy" <sgrindy@smharbor.com>, Sabrina Brennan <SBrennan@smharbor.com>, Robert Bernardo <rbernardo@smharbor.com>

Hello Peter,

I received Scott's email below and I have a few more questions.

The person who originally built Dave's hoist told me the hoist was not properly reinstalled. Scott said, "Dave Mallory informed us late fall of the issue". How many days/months did it take to respond to Dave's concerns?

Are the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

What type of work was performed by the Harbor District on the hoists other than paint? What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?

It would be helpful to have a full report so we can avoid another accidents going forward.

Thank you,
Sabrina

On Feb 24, 2014, at 7:37 PM, Scott Grindy wrote:

Hi Sabrina,

> I am still at the office and saw your email questions as I close out the day.
>
> The hoist or jib crane style should be less than 600 pounds total weight of which includes the support arms, and other metal frame components. This type of unit is older, so sorry but I do not have an actual weight of its total on record that I can find at this moment.
>
> The district hoist (near the harbor office) is annually inspected and should be coming up for inspection in April.

In late December 2013, I contacted each of the fish buyers by phone and with the memo attached regarding our inspection schedule and if they wished to have the same firm perform their hoist inspections at the same time there may be some economies of scale with the volume of hoists to be inspected. The second page of the scan demonstrates our inspector who sends the reports to the state and OSHA. Inspections and certifications of the hoists are the buyers responsibility.

Construction/maintenance efforts are typically not a cause for inspection unless load changes of the hoist has been made or major if major modifications have been performed or a location change occurred. It's a very common activity to install new bearings and or new cables as a maintenance activity due to use, and that effort would not require an inspection unless load changes (typically increased load) occurred.

When inspections and certifications occur, the inspector typically uses a dummy weight that is a percentage of the maximum load and performs a load test, the inspector then also checks operability, and various safety aspects of the unit much of what is done at the same time. In many cases inspectors may make repair recommendations, or service changes, and even may note that no inspection is required due to type or load capacities.

Thank you for the questions.

Best

Scott

From: sabrina brennan [mailto:sabrina@dfm.com]

Sent: Monday, February 24, 2014 6:35 PM

To: Peter Grenell

Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy

Subject: Re: Morning Star Hoist Update

Hello Peter,

I'm glad nobody was hurt when the hoist fell off Johnson Pier and sank into the harbor. What's the weight of Dave's hoist? Thank goodness it didn't land on a person or a boat.

Do you know if the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

Thank you,
Sabrina

On Feb 24, 2014, at 11:46 AM, Scott Grindy wrote:

Commissioners,

First my apologies for not getting this information out to you last week while I was on leave when I was informed of this incident on Friday.

I will try to keep this update brief..

Last year the bull rail (a bull rail is the wooden railroad like timber on the dock edge) was replaced on Johnson pier. When the Morning Star hoist which rests on the bull rail was reinstalled after the deck surface work was done, it apparently was not set or reinstalled correctly enough for proper swing. (Note this hoists are 20+ years old, a potential combination of new deck surface, old hoist, new bull rail of recycled material may be part of the cause) Dave Mallory informed us late fall of the issue, Valentine Construction was out to review and Princeton Welding was brought in to make the adjustment corrections after the rush of fish unloading was done.

On this past Friday, Morning Star staff were demonstrating the hoist swing issues to Princeton Welding, during the demonstration the hoist came loose and fell off the pier into the harbor waters.

No injuries, or boats were in the pathway of the falling hoist and there was no load on the hoist at the time of demonstration.

District staff have been working with those involved to bring the hoist back up the pier from inner harbor waters, and Princeton Welding will be picking it up for minor repairs this week. Dave Mallory is working with other fish buyers to unload any fish during the down time. Fish unloading presently is quite slow as crab is about done for the season. Everyone is working together on this till resolved.

Scott

From: Scott Grindy

Sent: Saturday, February 22, 2014 4:04 PM

To: Sabrina; Peter Grenell

Cc: Robert Bernardo; Sabrina Brennan

Subject: RE: Hoist that fell off Jonson Pier

Hello

I am on my way back to Ca.today from leave and should have a better assessment soon depending on when I get back tonight.

Having said that my understanding is that one of Dave M.staff was demonstrating some issue of hoist movement to harbor staff and the hoist just fell off into the water.

No injuries and other damage occurred.

Staff assisted in getting it out of the water and it sounds like it is going to the welding shop for surveys and repairs.

Will figure out the details etc. Sunday and or Monday on this one.

Scott

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------

From: Sabrina

Date:02/22/2014 2:13 PM (GMT-08:00)

To: Peter Grenell

Cc: Robert Bernardo ,Sabrina Brennan ,Scott Grindy

Subject: Hoist that fell off Jonson Pier

Hello Peter,

I've gotten calls today about the hoist that fell off Johnson Pier and sank into the harbor? I see it's been removed from the harbor.

When did the accident occur? Was anyone hurt? Did the hoist fall on a boat? How much weight was on the hoist when the incident happened? Is the Harbor District responsible? Who removed the hoist from the harbor?

Please update the board so we can respond to questions accurately.

Thanks,

Sabrina

<Fish Buyer Hoist Letter & Copy of District Hoist Inspection 201.pdf>

Debbie Nixon

From: Peter Grenell <harbordistrict@icloud.com>
Sent: Monday, March 03, 2014 12:41 PM
To: Scott Grindy
Subject: Re: Morning Star Hoist Failure Report

Scott,

Can you send this to harbordistrict@smharbor.com, please. When you send to icloud, also cc to smharbor.com . Thanks.

Pg

Sent from my iPhone

On Mar 3, 2014, at 11:55 AM, Scott Grindy <sgrindy@smharbor.com> wrote:

> Peter, attached is the final report of the hoist failure at Morning Star.
>
> In speaking with Dave Mallory this morning, he will be getting prices to purchase and install a replacement hoist prior the salmon season.
>
> Scott
>
> <PPH Johnson Pier Morning Star Hoist Failure Report Feb 28 2014.pdf>

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Monday, March 03, 2014 11:55 AM
To: Peter Grenell
Cc: Scott Grindy
Subject: Morning Star Hoist Failure Report
Attachments: PPH Johnson Pier Morning Star Hoist Failure Report Feb 28 2014.pdf

Peter, attached is the final report of the hoist failure at Morning Star.

In speaking with Dave Mallory this morning, he will be getting prices to purchase and install a replacement hoist prior the salmon season.

Scott

February 28, 2013

To: Peter Grenell

From: Scott Grindy

Re: Incident Report for JOHNSON PIER FISH BUYER HOIST FAILURE

Overview of Incident

On February 21, 2014 the Morning Star Fisheries hoist while being operated by a Morning Star Fisheries employee disconnected from its head piece supports and fell into the water. No injuries occurred to vessel or person.

The attached report will provide a timeline of the recent history of the hoist and a certified review of the hoist design, maintenance, service logs and the ability to be Cal/OSHA certified.

Findings Overview

1. [May-June 2013] Hoist was removed by a licensed and bonded contractor (Valentine) during the period that the pier deck surface work was occurring. During such time, the hoist was painted by the contractor prior return of the hoist after the pier deck surface work was complete.
2. [June 17-18, 2013] Hoist was returned, reassembled at the present pier location. Morning Star Fisheries "Roo" ordered and provided new bearings to Valentine to install as the hoist was being reassembled. Upon the hoist being reinstalled, Valentine met with the Morning Star Fisheries and confirmed the hoist was installed and met their installation expectations.
3. [Dec. 16, 2013] Morning Star Fisheries owner notified Scott G. that the hoist working correctly. [after over 5 months of heavy use].
4. [Dec. 16, 2013] District staff acted immediately calling both Valentine and Princeton Welding. Minor work determined to be performed was delayed by Morning Star Fisheries owner due to busy crab buying season till after the season slowed.
5. [Feb 21, 2014] Hoist fell off the pier and into the water.
6. [Feb 25, 2014] No Tenant/User maintenance logs for service, nor certification records of the hoist are available.
7. [Feb 28, 2014] Per AC3 inspector, he would not certify this type of hoist. He also noted that hoists should be removed and replaced with new jib hoists. Present hoists are in various stages of unsafe.

Lease section on Safety of Premises

In reference to lease sections (sections copied and attached)

9.0 Use; Limitations on use

9.1 Use

9.2.2 Compliance with Laws and Legal Requirements

9.2.3 Other Permits and Approvals

Hoist Time Line (Morning Star-Dave Mallory's)

Date	Action	Notes
May 11, 2012	Peter contacted Scott that Dave Mallory called him as his he had some hoist issues due to the location mounted	Scott reviewed, found the hoist functional however the bullrail was aging due to the load and use, the hoist base was mounted in a U shape over the bullrail. Scott and Dave agreed to have the bullrail replaced in the next project.
April 8, 2013	GHD comments to Scott regarding Valentines after bid findings of the hoist conditions that are in use	McHenry's hoist in bad shape. McHenry was notified and replaced bearings, fixed other items noted. Being we do not own the hoists we are only painting and putting new bolts on them after reinstalling to new deck and bullrail areas.
May-June 2013	Hoist removed for pier deck work and bullrail replacement, then replaced after painting and install of electrical lock out disconnect.	Hoist(s) were removed at different non fish loading periods so the pier work was completed.
June 26, 2013	Notice in discussion with Valentine that a motor mount crack was painted over. Item resolved at meeting.	
June 17-18, 2013	Valentine installed new bearing, that were ordered by ROO while reinstalling the hoist for district. Valentine did the reinstall versus Princeton Welding.	Roo noted to Mike Williams that when he ordered the first set of new bearings for the hoist, they did not fit. He had to order a different size set to make it work. The bearing install work was done as a courtesy being it was already in pieces. Roo was is not a machinist and he should have possibly used a press to place the bearings in, by him providing the wrong or smaller bearings, the fit may not have been correct to original design.
Dec 16, 2013	Dave M. notified Scott that the hoist was not working correctly after 5 months of heavy use.	Scott met with Dave, had John contact Princeton Welding Hoist still in use as crab season is still occurring.

Date	Action	Notes
Dec 16, 2013	Scott contacted Valentine regarding heist/potential warranty item. Also to note that Valentine did the reinstall versus Princeton Welding the recommended sub-contractor for the work via the district.	
Dec 16, 2013	Scott had John call Princeton Welding re hoist	Princeton Welding to be out the following day.
Dec 17, 2013	Valentine contacted the job foreman and noted that Mark the job foreman had met with Morning Star during the install and check out and the owner was satisfied.	
Dec 17,2014	Bob at Princeton Welding met with Dave Mallory, he did not stop by the harbor office to let us know he was on the pier.	Bob noted to John Draper that being the hoist would require down time of about 4 hours; Dave Mallory requested the corrections/repairs be done at a later date.
Dec 18,2014	Bob at Princeton Welding came out to look at hoist.	Dave Mallory told Bob at Princeton Welding he did not want repairs to hoist done till things slowed down after the holidays. He (Dave) was to call Bob when ready.
Dec 23, 2013	Valentine Project Engineer on site to review the hoist issue.	Let Valentine know they were not responsible for the repair corrections. They sent the engineer out to confirm there was a need.
Dec 23, 2013	Valentine claims the unit appears fine, plumb and still correctly installed.	Dispute

Date	Action	Notes
Jan. 2014	Roo (Morning Star employee) noted to Mike Williams that when he ordered the new bearings for the hoist, they did not fit. He had to order a different size set to make it work.	Month/yr remembered, but not the actual date by Mike Williams just the conversation.
Feb. 10, 2014	Dave Mallory text's Scott regarding hoist repairs at 8:33am.	Dave Mallory text's Scott asking when someone will be out to fix the hoist. Scott responded that he (Dave) was to be calling Bob at Princeton Welding when it was slow enough business wise for the repair to occur. Scott contacts Bob at Princeton Welding to come out, Bob to come out as soon as schedule opens up in the next few days. Bob to coordinate with Dave, notify to Mike Williams and or John Draper while Scott was on leave.
Feb 21,2014	Hoist Fell in Water while Morning Star employee demonstrated the hoist w/no load	Morning Star Employee St Clair was demonstrating swing concerns to Princeton Welding, (Bob) and SMCHD Maintenance Lead (Willie). No repair logs, no certification documentation, and or engineer design documents.
Feb 19-21, 2014	Bob at Princeton Welding contacted Mike Williams that he would be out on the 21st.	
Feb 21,2014	Scott contacted by Mike Williams of hoist falling. Scott in South Lake Tahoe at the time. Scott asked Mike to help Cassie in getting the hoist out of the water and on the deck.	Mike Williams observing with Bob from Princeton Welding, when Morning Star employee St. Claire demonstrated the swing of the hoist. Per Mike and Bob he swung the hoist beyond its normal reach, the top post of the hoist came off by about 2 inches and the vertical post with hoist arm fell into the water.
Feb 22,2014	Hoist brought back on to the deck of pier.	
Feb 22, 2014	Scott responds to email on topic of hoist falling	
Feb 23, 2014	Scott responds to item and reviews the hoist on the deck	

Date	Action	Notes
Feb 24, 2014	Scott meets with Dave Mallory at hoist site.	Discussed what he knew, being Dave was not on site at the time this occurred. Mallory noted this hoist was here from the original buyer, and he has an additional hoist that he has never used in his yard.
Feb 24, 2014	Scott contacts Princeton Welding	Princeton Welding "Bob" out of office but will get with me by phone the 25th.
Feb 24, 2014	Scott contacts Valentine Construction manager regarding the hoist.	
Feb 24, 2014	Scott responds to commissioner late night email questions on the hoist.	
Feb 25, 2014	Scott contacts Princeton Welding again. Bob returns call.	Bob explained what occurred from his viewpoint. Bob notes that these are very old hoists built and installed prior his arrival to the area. He notes the design is poor; hoists have too much opportunity to be overloaded. Noted also that he doubts there is an engineer's stamp for design for these, and doubts they would pass certification. He also noted that St. Clair may have swung the hoist too hard, as it hit the unloading equipment along the building, at which time the top lifted the hoist dropped off the pier.
Feb 25, 2014	Scott contacts AC3, the hoist crane inspector service.	Message left.
Feb 26, 2014	Scott re-contacts AC3, speaks with company owner.	Owner and chief inspector to come to harbor on 2/28/14 to meet with Scott and review hoist. Goal is to obtain if the hoist type can be certified as is, or are there modifications required, or if this type of hoist can be certified.
Feb 26, 2014	Scott speaks with Dave Mallory and updates him on AC3 pending actions.	
Feb 28, 2014	AC3 Inspector Meeting.	Inspector from AC3 noted even though these hoists do not require certification, a CalOSHA inspection would shut all down at this style for various levels of safety and unsafe conditions for employee's and public. Recommends a jib hoist as the replacement type.
Feb 28, 2014	Scott Reports Findings to Dave Mallory, Peter Grenell.	Dave Mallory notified with further discussion pending.

Date	Action	Notes
March 3, 2014	Brief update and status meeting with Dave Mallory	Dave noted he would be getting prices for a replacement hoist ASAP starting today and he would be emailing me to forward to Peter a note if there is some ability for financial assistance from the district.
March 3, 2014	Report Submitted by Scott Grindy, Harbor Master	X

interruption shall entitle Tenant to terminate this Lease or abate rent or to stop making any other payments due hereunder.

9.0 USE; LIMITATIONS ON USE

9.1 Use.

(a) Tenant shall use the Premises for its commercial fish-buying and/or fish-unloading business and additional ancillary and compatible uses and services pursuant to paragraph 9.1 (b)(vii) of this lease. Tenant shall not use the Premises for any other purposes without Landlord's prior written consent.

(b) Tenant shall develop, operate and maintain a first-rate and complete facility for the purpose of wholesale buying, unloading, storing, and shipment of fish and fish-related products and/or the non-exclusive right to sell fish on a retail basis as stipulated in subsection (ii) below. Tenant shall have all necessary permits for fish processing on display in order to engage in this activity.

(i) Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.

(ii) Tenant shall have the non-exclusive right to sell fish in the same condition as purchased directly from fishing boats at Pillar Point Harbor, on a retail basis, on a month-to-month basis, subject to written approval of Landlord of any plans, specifications and engineering and compliance with San Mateo County Local Coastal Plan and zoning/land use regulations. Landlord shall retain the right to delete this right if storage, traffic, pedestrian or space problems occur. Tenant shall not be allowed to do any advertising for the retail fish operation on or off-site at any time except as may be permitted by Landlord at Landlord's sole discretion. Violation of this provision will automatically rescind the right by Tenant to sell fish on a retail basis.

(iii) Tenant shall not buy fish or other seafood products from any vessel that exceeds eighty (80) feet in length, without permission of Landlord's Harbor Master or General Manager. Permission shall not be arbitrarily withheld and shall be subject to appeal to the Harbor Commission.

(iv) Tenant shall unload at the Premises only fish that it has either purchased or has caught in vessels owned or leased by Tenant, or has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord. There will be no fish processing on the second floor of the Premises.

(v) Tenant shall provide documentation to the District for all fish unloaded that has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord, which documentation shall include

date of landing/unloading, name of vessel and vessel operator from whom the fish were unloaded, and name of Permit holder receiving the fish.

(vi) Tenant agrees to keep free and clear a fifteen (15) foot wide area on Johnson Pier for common area access by all fish buyer tenants at all times, unless mutually agreed by all parties.

(vii) Tenant shall have sole use of a seventeen feet by twenty-eight feet (17' x 28') area totaling four hundred seventy-six square feet (476 sq. ft.) in Parking Lot "A" as designated by the Landlord at Landlord's sole discretion, to be used for storage of any gear, boxes or other items that are considered essential to the fish-buying operation. Tenant shall be solely responsible, at its expense, for fencing in said area and securing the fenced-in area with a locked, secure gate. If the area so designated is not enclosed by Tenant on or before _____, 20__, Tenant shall forfeit said space to the Landlord for the remainder of the Lease Term. Landlord shall not be responsible for the security of equipment or material stored. Tenant shall not store hazardous material on the Premises. If and when Landlord has other storage available, the fish buyers will move their storage to the new facility at Landlord's request. Any expenses incurred will be at the sole expense of Tenant. Subject to the prior written approval of Landlord, Tenant may provide additional uses and services which are ancillary to, and compatible with, the required uses and services hereunder, provided that they are not incompatible with other uses and services allowed or required for other tenants at Pillar Point Marina.

(viii) Tenant may place a sign or signs stating the name of Tenant's business on the front and landward side of the pier building housing Tenant's Premises with prior written approval of Landlord, and which comply with Landlord's Design Guidelines as amended.

(c) Tenant's operating schedule and prices shall comply with the following:

(i) Beginning on the Commencement Date, all of the uses and services specified in Subsection 9.1(b) above shall be provided with full services on the Premises during the active fishing seasons, weather permitting, on call of Landlord personnel or as needed.

(ii) Tenant shall, at all times, maintain a schedule of the prices charged for fish and fish products or charged for all goods or services or combinations thereof supplied to patrons on or from the Premises, whether the same are supplied by Tenant or by its sublessees, assignees, concessionaires, permittees, or licensees, and shall make said schedule available to Landlord.

(iii) All rates and charges to customers purchasing on or from the Premises shall be reasonable and consistent with the quality of services and facilities offered and shall be no more than rates and charges for comparable services and facilities in Northern California.

(d) Tenant's rights to buy fish shall be non-exclusive, and Landlord retains the right to permit the purchase of fish from vessels at Pillar Point Harbor. Tenant shall annually negotiate in good faith with other tenants at Pillar Point and local fisherman to establish a commercially reasonable pricing schedule for fish purchases. To the extent such agreement on pricing is reached and implemented each year, Landlord shall include in any permits that it issues for fish purchases from vessels a Fee equal to that required in subsection 6.1(a) of this Lease.

9.2 Limitations on Use. Tenant's activities on the Premises shall be in accordance with this Paragraph 9.2.

9.2.1 Prohibited Uses. The parties hereto agree that the following acts, occurrences or conduct by Tenant on or from the Premises are strictly prohibited:

(a) Engaging in, assisting, aiding or abetting in any act that constitutes a violation of any Law.

(b) Obstructing vessel or vehicle traffic on Harbor waters or land area.

9.2.2 Compliance with Laws and Legal Requirements. Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

9.2.4 Waste; Nuisance. Tenant shall not cause, maintain or permit any unreasonable annoyance or nuisance in, on, or about the Premises or on any Landlord property or Harbor waters. Tenant shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Monday, March 03, 2014 11:55 AM
To: Peter Grenell
Cc: Scott Grindy
Subject: Morning Star Hoist Failure Report
Attachments: PPH Johnson Pier Morning Star Hoist Failure Report Feb 28 2014.pdf

Peter, attached is the final report of the hoist failure at Morning Star.

In speaking with Dave Mallory this morning, he will be getting prices to purchase and install a replacement hoist prior the salmon season.

Scott

February 28, 2013

To: Peter Grenell

From: Scott Grindy

Re: Incident Report for JOHNSON PIER FISH BUYER HOIST FAILURE

Overview of Incident

On February 21, 2014 the Morning Star Fisheries hoist while being operated by a Morning Star Fisheries employee disconnected from its head piece supports and fell into the water. No injuries occurred to vessel or person.

The attached report will provide a timeline of the recent history of the hoist and a certified review of the hoist design, maintenance, service logs and the ability to be Cal/OSHA certified.

Findings Overview

1. [May-June 2013] Hoist was removed by a licensed and bonded contractor (Valentine) during the period that the pier deck surface work was occurring. During such time, the hoist was painted by the contractor prior return of the hoist after the pier deck surface work was complete.
2. [June 17-18, 2013] Hoist was returned, reassembled at the present pier location. Morning Star Fisheries "Roo" ordered and provided new bearings to Valentine to install as the hoist was being reassembled. Upon the hoist being reinstalled, Valentine met with the Morning Star Fisheries and confirmed the hoist was installed and met their installation expectations.
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7. [Feb 28, 2014] Per AC3 inspector, he would not certify this type of hoist. He also noted that hoists should be removed and replaced with new jib hoists. Present hoists are in various stages of unsafe.

Lease section on Safety of Premises

In reference to lease sections (sections copied and attached)

9.0 **Use; Limitations on use**

9.1 Use

9.2.2 Compliance with Laws and Legal Requirements

9.2.3 Other Permits and Approvals

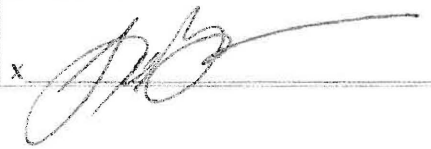
Hoist Time Line (Morning Star-Dave Mallory's)

Date	Action	Notes
May 11, 2012	Peter contacted Scott that Dave Mallory called him as his he had some hoist issues due to the location mounted	Scott reviewed, found the hoist functional however the bullrail was aging due to the load and use, the hoist base was mounted in a U shape over the bullrail. Scott and Dave agreed to have the bullrail replaced in the next project.
April 8, 2013	GHD comments to Scott regarding Valentines after bid findings of the hoist conditions that are in use	McHenry's hoist in bad shape. McHenry was notified and replaced bearings, fixed other items noted. Being we do not own the hoists we are only painting and putting new bolts on them after reinstalling to new deck and bullrail areas.
May-June 2013	Hoist removed for pier deck work and bullrail replacement, then replaced after painting and install of electrical lock out disconnect.	Hoist(s) were removed at different non fish loading periods so the pier work was completed.
June 26, 2013	Notice in discussion with Valentine that a motor mount crack was painted over. Item resolved at meeting.	
June 17-18,2013	Valentine installed new bearings that were ordered by ROO while reinstalling the hoist for district. Valentine did the reinstall versus Princeton Welding.	Roo noted to Mike Williams that when he ordered the first set of new bearings for the hoist, they did not fit. He had to order a different size set to make it work. The bearing install work was done as a courtesy being it was already in pieces. Roo was is not a machinist and he should have possibly used a press to place the bearings in, by him providing the wrong or smaller bearings, the fit may not have been correct to original design.
Dec 16, 2013	Dave M. notified Scott that the hoist was not working correctly after 5 months of heavy use.	Scott met with Dave, had John contact Princeton Welding Hoist still in use as crab season is still occurring.

Date	Action	Notes
Dec 16, 2013	Scott contacted Valentine regarding hoist/potential warranty item. Also to note that Valentine did the reinstall versus Princeton Welding the recommended sub-contractor for the work via the district.	
Dec 16, 2013	Scott had John call Princeton Welding re hoist	Princeton Welding to be out the following day.
Dec 17, 2013	Valentine contacted the job foreman and noted that Mark the job foreman had met with Morning Star during the install and check out and the owner was satisfied.	
Dec 17,2013	Bob at Princeton Welding met with Dave Mallory, he did not stop by the harbor office to let us know he was on the pier.	Bob noted to John Draper that being the hoist would require down time of about 4 hours; Dave Mallory requested the corrections/repairs be done at a later date.
Dec 18,2013	Bob at Princeton Welding came out to look at hoist.	Dave Mallory told Bob at Princeton Welding he did not want repairs to hoist done till things slowed down after the holidays. He (Dave) was to call Bob when ready.
Dec 23, 2013	Valentine Project Engineer on site to review the hoist issue.	Did Valentine know they were not responsible for the repair corrections. They sent the engineer out to confirm there was a need.
Dec 23, 2013	Valentine claims the unit appears fine, plumb and still correctly installed.	Dispute

Date	Action	Notes
Jan. 2014	Roo (Morning Star employee) noted to Mike Williams that when he ordered the new bearings for the hoist, they did not fit. He had to order a different size set to make it work.	Month/yr remembered, but not the actual date by Mike Williams just the conversation.
Feb. 10, 2014	Dave Mallory text's Scott regarding hoist repairs at 8:33am.	Dave Mallory text's Scott asking when someone will be out to fix the hoist. Scott responded that he (Dave) was to be calling Bob at Princeton Welding when it was slow enough business wise for the repair to occur. Scott contacts Bob at Princeton Welding to come out, Bob to come out as soon as schedule opens up in the next few days. Bob to coordinate with Dave, notify to Mike Williams and or John Draper while Scott was on leave.
Feb 21,2014	Hoist fell in Water while Morning Star employee demonstrated the hoist w/no load	Morning Star Employee St Clair was demonstrating swing concerns to Princeton Welding, (Bob) and SMCED Maintenance Lead (Willie). No repair logs, no certification documentation, and/or engineer design documents.
Feb 19-21, 2014	Bob at Princeton Welding contacted Mike Williams that he would be out on the 21st.	
Feb 21,2014	Scott contacted by Mike Williams of hoist falling, Scott in Seattle on vacation. Scott asked Mike to help / assist in getting the hoist out of the water and on the deck.	Mike Williams observing with Bob from Princeton Welding when Morning Star employee St. Claire demonstrated the swing of the hoist. Per Mike and Bob he swung the hoist beyond its normal reach, the legs upon the hoist came off by about 2 inches and the vertical post with hoist arm fell into the water.
Feb 22,2014	Hoist brought back on to the deck of pier.	
Feb 22, 2014	Scott responds to email on topic of hoist falling	
Feb 23, 2014	Scott responds to item and reviews the hoist on the deck	

Date	Action	Notes
Feb 24, 2014	Scott meets with Dave Mallory at hoist site.	Discussed what he knew, being Dave was not on site at the time this occurred. Mallory noted this hoist was here from the original buyer, and he has an additional hoist that he has never used in his yard.
Feb 24, 2014	Scott contacts Princeton Welding	Princeton Welding "Bob" out of office but will get with me by phone the 25th.
Feb 24, 2014	Scott contacts Valentine Construction manager regarding the hoist.	
Feb 24, 2014	Scott responds to commissioner late night email questions on the hoist.	
Feb 25, 2014	Scott contacts Princeton Welding again. Bob returns call.	Bob explained what occurred from his viewpoint. Bob notes that these are very old hoists built and installed prior his arrival to the area. He notes the design is poor; hoists have too much opportunity to be overloaded. Noted also that he doubts there is an engineer's stamp for design for these, and doubts they would pass certification. He theorized that St. Chloe may have swung the hoist too hard, as it hit the unloading equipment along the building, at which time the top lifted the hoist dropped off the pier.
Feb 25, 2014	Scott contacts AC3, the hoist crane inspecter service.	Message left.
Feb 26, 2014	Scott re-contacts AC3, speaks with company owner.	Owner and chief inspector to come to harbor on 2/28/14 to meet with Scott and review hoist. Goal is to see if the hoist type can be certified as is, or are there modifications required, or if this type of hoist can be certified.
Feb 26, 2014	Scott speaks with Dave Mallory and updates him on AC3 pending actions.	
Feb 28, 2014	AC3 Inspector Meeting	Inspector from AC3 noted even though these hoists do not require certification, a Cal OSHA inspection would shut all down of this style for various levels of safety and unsafe conditions for employee's and public. Recommends a jib hoist as the replacement type.
Feb 28, 2014	Scott Reports Findings to Dave Mallory, Peter Grenell.	Dave Mallory notified with further discussion pending.

Date	Action	Notes
March 3, 2014	Brief update and status meeting with Dave Mallory	Dave noted he would be getting prices for a replacement hoist ASAP starting today and he would be emailing me to forward to Peter a note if there is some ability for financial assistance from the district.
March 3, 2014	Report Submitted by Scott Grindy, Harbor Master	X 

interruption shall entitle Tenant to terminate this Lease or abate rent or to stop making any other payments due hereunder.

9.0 USE; LIMITATIONS ON USE

9.1 Use.

(a) Tenant shall use the Premises for its commercial fish-buying and/or fish-unloading business and additional ancillary and compatible uses and services pursuant to paragraph 9.1 (b)(vii) of this lease. Tenant shall not use the Premises for any other purposes without Landlord's prior written consent.

(b) Tenant shall develop, operate and maintain a first-rate and complete facility for the purpose of wholesale buying, unloading, storing, and shipment of fish and fish-related products and/or the non-exclusive right to sell fish on a retail basis as stipulated in subsection (ii) below. Tenant shall have all necessary permits for fish processing on display in order to engage in this activity.

(i) Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.

(ii) Tenant shall have the non-exclusive right to sell fish in the same condition as purchased directly from fishing boats at Pillar Point Harbor, on a retail basis, on a month-to-month basis, subject to written approval of Landlord of any plans, specifications and engineering and compliance with San Mateo County Local Coastal Plan and zoning/land use regulations. Landlord shall retain the right to delete this right if storage, traffic, pedestrian or space problems occur. Tenant shall not be allowed to do any advertising for the retail fish operation on or off-site at any time except as may be permitted by Landlord at Landlord's sole discretion. Violation of this provision will automatically rescind the right by Tenant to sell fish on a retail basis.

(iii) Tenant shall not buy fish or other seafood products from any vessel that exceeds eighty (80) feet in length, without permission of Landlord's Harbor Master or General Manager. Permission shall not be arbitrarily withheld and shall be subject to appeal to the Harbor Commission.

(iv) Tenant shall unload at the Premises only fish that it has either purchased or has caught in vessels owned or leased by Tenant, or has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord. There will be no fish processing on the second floor of the Premises.

(v) Tenant shall provide documentation to the District for all fish unloaded that has been purchased by a registered holder of a valid Commercial Activity Permit issued by Landlord, which documentation shall include

date of landing/unloading, name of vessel and vessel operator from whom the fish were unloaded, and name of Permit holder receiving the fish.

(vi) Tenant agrees to keep free and clear a fifteen (15) foot wide area on Johnson Pier for common area access by all fish buyer tenants at all times, unless mutually agreed by all parties.

(vii) Tenant shall have sole use of a seventeen feet by twenty-eight feet (17' x 28') area totaling four hundred seventy-six square feet (476 sq. ft.) in Parking Lot "A" as designated by the Landlord at Landlord's sole discretion, to be used for storage of any gear, boxes or other items that are considered essential to the fish-buying operation. Tenant shall be solely responsible, at its expense, for fencing in said area and securing the fenced-in area with a locked, secure gate. If the area so designated is not enclosed by Tenant on or before _____, 20__, Tenant shall forfeit said space to the Landlord for the remainder of the Lease Term. Landlord shall not be responsible for the security of equipment or material stored. Tenant shall not store hazardous material on the Premises. If and when Landlord has other storage available, the fish buyers will move their storage to the new facility at Landlord's request. Any expenses incurred will be at the sole expense of Tenant. Subject to the prior written approval of Landlord, Tenant may provide additional uses and services which are ancillary to, and compatible with, the required uses and services hereunder, provided that they are not incompatible with other uses and services allowed or required for other tenants at Pillar Point Marina.

(viii) Tenant may place a sign or signs stating the name of Tenant's business on the front and landward side of the pier building housing Tenant's Premises with prior written approval of Landlord, and which comply with Landlord's Design Guidelines as amended.

(c) Tenant's operating schedule and prices shall comply with the following:

(i) Beginning on the Commencement Date, all of the uses and services specified in Subsection 9.1(b) above shall be provided with full services on the Premises during the active fishing seasons, weather permitting, on call of Landlord personnel or as needed.

(ii) Tenant shall, at all times, maintain a schedule of the prices charged for fish and fish products or charged for all goods or services or combinations thereof supplied to patrons on or from the Premises, whether the same are supplied by Tenant or by its sublessees, assignees, concessionaires, permittees, or licensees, and shall make said schedule available to Landlord.

(iii) All rates and charges to customers purchasing on or from the Premises shall be reasonable and consistent with the quality of services and facilities offered and shall be no more than rates and charges for comparable services and facilities in Northern California.

(d) Tenant's rights to buy fish shall be non-exclusive, and Landlord retains the right to permit the purchase of fish from vessels at Pillar Point Harbor. Tenant shall annually negotiate in good faith with other tenants at Pillar Point and local fisherman to establish a commercially reasonable pricing schedule for fish purchases. To the extent such agreement on pricing is reached and implemented each year, Landlord shall include in any permits that it issues for fish purchases from vessels a Fee equal to that required in subsection 6.1(a) of this Lease.

9.2 Limitations on Use. Tenant's activities on the Premises shall be in accordance with this Paragraph 9.2.

9.2.1 Prohibited Uses. The parties hereto agree that the following acts, occurrences or conduct by Tenant on or from the Premises are strictly prohibited:

(a) Engaging in, assisting, aiding or abetting in any act that constitutes a violation of any Law.

(b) Obstructing vessel or vehicle traffic on Harbor waters or land area.

9.2.2 Compliance with Laws and Legal Requirements. Tenant, at Tenant's sole cost and expense, promptly shall comply with all Laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders, decrees or policies of any municipal, county, state or federal government, or the departments, courts, commissions, boards and officers thereof, or other governmental or regulatory authority with jurisdiction over the Tenant and the Premises or any portion thereof, including without limitation, the Landlord, relating to or affecting the condition, use or occupancy of the Premises in effect either at the time of execution of this Lease or which may hereafter be in effect at any time during the term hereof, whether or not the same are now contemplated by the parties. Tenant's compliance shall include compliance with all provisions and conditions of the Federal Americans with Disabilities Act and California Harbors and Navigation Section 40. Tenant shall obtain and pay for all licenses and permits required for Tenant's construction and occupancy and use of the Premises. Compliance with Laws and Legal Requirements shall include compliance with all requirements of each regulatory agency that has jurisdiction over the Premises including but not limited to the Department of Boating and Waterways and the County of San Mateo.

9.2.3 Other Permits and Approvals

Should other permits, licenses, and/or Approvals, other than set forth in this Lease, be required to make Alterations or Improvements or to operate the Premises as a fish-buying operation or other use explicitly permitted hereunder, or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the ability of Tenant to operate its businesses, it shall be the sole responsibility of Tenant to obtain and comply with the requirements of said permits, licenses, and/or Approvals.

9.2.4 Waste; Nuisance. Tenant shall not cause, maintain or permit any unreasonable annoyance or nuisance in, on, or about the Premises or on any Landlord property or Harbor waters. Tenant shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Monday, March 03, 2014 11:55 AM
To: Peter Grenell
Cc: Scott Grindy
Subject: Morning Star Hoist Failure Report
Attachments: PPH Johnson Pier Morning Star Hoist Failure Report Feb 28 2014.pdf

Peter, attached is the final report of the hoist failure at Morning Star.

In speaking with Dave Mallory this morning, he will be getting prices to purchase and install a replacement hoist prior the salmon season.

Scott

Debbie Nixon

From: Michael Williams <MWilliams@smharbor.com>
Sent: Wednesday, February 26, 2014 2:29 PM
To: Scott Grindy
Cc: John Draper; Michael Williams
Subject: RE: Morningstar Hoist

While observing a demonstration of the hoist problem by Morning Star employee Mike St. Clair, Bob from Princeton Welding and myself witnessed the following.

While swinging past the arc of approx. 180 degrees over the water, the top pipe of the horizontal boom contacted the diagonal pipe stay.

The motion of the boom swinging horizontally caused the diagonal, which is bolted at the bottom, to raise up and free the top of the mast bearing which allowed the entire hoist to fall into the water.

From: Michael Williams
Sent: Saturday, February 22, 2014 1:46 PM
To: Scott Grindy
Cc: John Draper; Michael Williams
Subject: Morningstar Hoist

Hoist is now on the deck and will be picked up on Mon. by Princeton welding for assessment.

A couple of observations and thoughts and paraphrasing of conversations with involved people

When Valentine was here last year they took the hoist down and to their yard. As seen in the attached photos it appears that all they did was cleanup and paint. No attempt at rebuild was done. I think this was done in April 2013.

We were made aware of the hoist not working correctly by Dave around the middle of Dec. and contacted Princeton Welding to make corrections. Dave said it was too busy at that time and I understood that HE would contact BOB at PW when things slowed down. Dave complained last week about us dragging our feet about fixing HIS hoist.

During the time since we were told that something was wrong I have had a few conversations with Dave's employee's. The most recent was with Mike St. Clair. He was complaining about his shoulder being damaged by the difficulty of swinging the hoist and repeated and ongoing trips to the doctor.

An earlier talk with ROO (1 mo. Ago) related how he was the one who ordered the new bearings that were installed at the time of Valentines "rebuild". He had to order twice because the first set did not fit. I don't think he is a machinist but looking at the worn bearing raceways, more than a new set is needed to fix this Hoist.

The wrong size bearings and worn raceways would account for the offset at the base of the mast and the wobble of the top plate causing the plate to contact the top of the mast making it difficult to swing. The design of the hoist does not account for upward vertical movement.

Debbie Nixon

From: Peter Grenell <harbordistrict@icloud.com>
Sent: Tuesday, February 25, 2014 4:37 PM
To: Scott Grindy
Subject: Re: hoist inspector

Ok. Just spoke with JT. He is ok with a closed session if we want it, and with getting out front with a little assistance if warranted.

Pg

Sent from my iPhone

On Feb 25, 2014, at 4:24 PM, Scott Grindy <sgrindy@smharbor.com> wrote:

> I spoke with his office and he is out inspecting and will call me Wednesday.

Debbie Nixon

From: sabrina brennan <sabrina@dfm.com>
Sent: Monday, February 24, 2014 8:02 PM
To: Peter Grenell
Cc: Scott Grindy; Sabrina Brennan; Robert Bernardo
Subject: Re: Morning Star Hoist Update

Hello Peter,

I received Scott's email below and I have a few more questions.

The person who originally built Dave's hoist told me the hoist was not properly reinstalled. Scott said, "Dave Mallory informed us late fall of the issue". How many days/months did it take to respond to Dave's concerns?

Are the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

What type of work was performed by the Harbor District on the hoists other than paint? What is the cost to the District for work done on the hoists to-date and what is the cost for further repairs to Dave's hoist to correct the failure this past Friday?

It would be helpful to have a full report so we can avoid another accidents going forward.

Thank you,
Sabrina

On Feb 24, 2014, at 7:37 PM, Scott Grindy wrote:

> Hi Sabrina,
>
> I am still at the office and saw your email questions as I close out the day.
>
> The hoist or jib crane style should be less than 600 pounds total weight of which includes the support arms, and other metal frame components. This type of unit is older, so sorry but I do not have an actual weight of its total on record that I can find at this moment.

>
> The district hoist (near the harbor office) is annually inspected and should be coming up for inspection in April.
>
> In late December 2013, I contacted each of the fish buyers by phone and with the memo attached regarding our inspection schedule and if they wished to have the same firm perform their hoist inspections at the same time there may be some economies of scale with the volume of hoists to be inspected. The second page of the scan demonstrates our inspector who sends the reports to the state and OSHA. Inspections and certifications of the hoists are the buyers responsibility.

>
> Construction/maintenance efforts are typically not a cause for inspection unless load changes of the hoist has been made or major if major modifications have been performed or a location change occurred. It's a very common activity to install new bearings and or new cables as a maintenance activity due to use, and that effort would not require an inspection unless load changes (typically increased load) occurred.

>
> When inspections and certifications occur, the inspector typically uses a dummy weight that is a percentage of the maximum load and performs a load test, the inspector then also checks operability, and various safety aspects of the unit much of what is done at the

same time. In many cases inspectors may make repair recommendations, or service changes, and even may note that no inspection is required due to type or load capacities.

>
> Thank you for the questions.
>
> Best
>
> Scott
>
> From: sabrina brennan [mailto:sabrina@dfm.com]
> Sent: Monday, February 24, 2014 6:35 PM
> To: Peter Grenell
> Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy
> Subject: Re: Morning Star Hoist Update
>
> Hello Peter,
>
> I'm glad nobody was hurt when the hoist fell off Johnson Pier and sank into the harbor. What's the weight of Dave's hoist? Thank goodness it didn't land on a person or a boat.

>
> Do you know if the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

>
> Thank you,
> Sabrina
>
>
>
> On Feb 24, 2014, at 11:46 AM, Scott Grindy wrote:
>
>
> Commissioners,
>
> First my apologies for not getting this information out to you last week while I was on leave when I was informed of this incident on Friday.

>
> I will try to keep this update brief..
>
> Last year the bull rail (a bull rail is the wooden railroad like timber on the dock edge) was replaced on Johnson pier. When the Morning Star hoist which rests on the bull rail was reinstalled after the deck surface work was done, it apparently was not set or reinstalled correctly enough for proper swing. (Note this hoists are 20+ years old, a potential combination of new deck surface, old hoist, new bull rail of recycled material may be part of the cause) Dave Mallory informed us late fall of the issue, Valentine Construction was out to review and Princeton Welding was brought in to make the adjustment corrections after the rush of fish unloading was done.

>
> On this past Friday, Morning Star staff were demonstrating the hoist swing issues to Princeton Welding, during the demonstration the hoist came loose and fell off the pier into the harbor waters.

>
> No injuries, or boats were in the pathway of the falling hoist and there was no load on the hoist at the time of demonstration.

>
> District staff have been working with those involved to bring the hoist back up the pier from inner harbor waters, and Princeton Welding will be picking it up for minor repairs this week. Dave Mallory is working with other fish buyers to unload any fish during

the down time. Fish unloading presently is quite slow as crab is about done for the season. Everyone is working together on this till resolved.

>
> Scott
>
> From: Scott Grindy
> Sent: Saturday, February 22, 2014 4:04 PM
> To: Sabrina; Peter Grenell
> Cc: Robert Bernardo; Sabrina Brennan
> Subject: RE: Hoist that fell off Jonson Pier
>
> Hello
>
> I am on my way back to Ca.today from leave and should have a better assessment soon depending on when I get back tonight.

>
> Having said that my understanding is that one of Dave M.staff was demonstrating some issue of hoist movement to harbor staff and the hoist just fell off into the water.

>
> No injuries and other damage occurred.
> Staff assisted in getting it out of the water and it sounds like it is going to the welding shop for surveys and repairs.

>
> Will figure out the details etc. Sunday and or Monday on this one.
>
> Scott
>
>
> Sent from my Verizon Wireless 4G LTE smartphone
>
>
> -------- Original message --------
> From: Sabrina
> Date:02/22/2014 2:13 PM (GMT-08:00)
> To: Peter Grenell
> Cc: Robert Bernardo ,Sabrina Brennan ,Scott Grindy
> Subject: Hoist that fell off Jonson Pier
>
> Hello Peter,
>
> I've gotten calls today about the hoist that fell off Johnson Pier and sank into the harbor? I see it's been removed from the harbor.

>
> When did the accident occur? Was anyone hurt? Did the hoist fall on a boat? How much weight was on the hoist when the incident happened? Is the Harbor District responsible? Who removed the hoist from the harbor?

>
> Please update the board so we can respond to questions accurately.
>
> Thanks,
> Sabrina
>
>
>
>
>
>
> <Fish Buyer Hoist Letter & Copy of District Hoist Inspection 201.pdf>

Debbie Nixon

From: Peter Grenell <harbordistrict@icloud.com>
Sent: Monday, February 24, 2014 7:47 PM
To: Scott Grindy
Subject: Re: Morning Star Hoist Update

Excellent. We 'll want to make it clear to her that it is the lessee's responsibility to install, maintain, repair, and obtain inspection and certification.

Pg

Sent from my iPhone

On Feb 24, 2014, at 7:37 PM, Scott Grindy <sgrindy@smharbor.com> wrote:

> Hi Sabrina,
>
> I am still at the office and saw your email questions as I close out the day.
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Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy
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Cc: Robert Bernardo; Sabrina Brennan
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Sent from my Verizon Wireless 4G LTE smartphone

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Cc: Robert Bernardo ,Sabrina Brennan ,Scott Grindy
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Please update the board so we can respond to questions accurately.

Thanks,
Sabrina

<Fish Buyer Hoist Letter & Copy of District Hoist Inspection 201.pdf>

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Monday, February 24, 2014 7:37 PM
To: sabrina brennan; Peter Grenell
Cc: Robert Bernardo; Sabrina Brennan; William Holsinger; James Tucker; Scott Grindy; Pietro Parravano
Subject: RE: Morning Star Hoist Update
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Hi Sabrina,

I am still at the office and saw your email questions as I close out the day.

The hoist or jib crane style should be less than 600 pounds total weight of which includes the support arms, and other metal frame components. This type of unit is older, so sorry but I do not have an actual weight of its total on record that I can find at this moment.

The district hoist (near the harbor office) is annually inspected and should be coming up for inspection in April.

In late December 2013, I contacted each of the fish buyers by phone and with the memo attached regarding our inspection schedule and if they wished to have the same firm perform their hoist inspections at the same time there may be some economies of scale with the volume of hoists to be inspected. The second page of the scan demonstrates our inspector who sends the reports to the state and OSHA. Inspections and certifications of the hoists are the buyers responsibility.

Construction/maintenance efforts are typically not a cause for inspection unless load changes of the hoist has been made or major if major modifications have been performed or a location change occurred. It's a very common activity to install new bearings and or new cables as a maintenance activity due to use, and that effort would not require an inspection unless load changes (typically increased load) occurred.

When inspections and certifications occur, the inspector typically uses a dummy weight that is a percentage of the maximum load and performs a load test, the inspector then also checks operability, and various safety aspects of the unit much of what is done at the same time. In many cases inspectors may make repair recommendations, or service changes, and even may note that no inspection is required due to type or load capacities.

Thank you for the questions.

Best

Scott

From: sabrina brennan [mailto:sabrina@dfm.com]
Sent: Monday, February 24, 2014 6:35 PM
To: Peter Grenell
Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy
Subject: Re: Morning Star Hoist Update

Hello Peter,

I'm glad nobody was hurt when the hoist fell off Johnson Pier and sank into the harbor. What's the weight of Dave's hoist? Thank goodness it didn't land on a person or a boat.

Do you know if the other hoists are safe? Does OSHA or any other agency require a hoist inspection? If so, were all the hoists inspected after being reinstalled by the Harbor District?

Thank you,
Sabrina

On Feb 24, 2014, at 11:46 AM, Scott Grindy wrote:

Commissioners,

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I will try to keep this update brief..

Last year the bull rail (a bull rail is the wooden railroad like timber on the dock edge) was replaced on Johnson pier. When the Morning Star hoist which rests on the bull rail was reinstalled after the deck surface work was done, it apparently was not set or reinstalled correctly enough for proper swing. (Note this hoists are 20+ years old, a potential combination of new deck surface, old hoist, new bull rail of recycled material may be part of the cause) Dave Mallory informed us late fall of the issue, Valentine Construction was out to review and Princeton Welding was brought in to make the adjustment corrections after the rush of fish unloading was done.

On this past Friday, Morning Star staff were demonstrating the hoist swing issues to Princeton Welding, during the demonstration the hoist came loose and fell off the pier into the harbor waters.

No injuries, or boats were in the pathway of the falling hoist and there was no load on the hoist at the time of demonstration.

District staff have been working with those involved to bring the hoist back up the pier from inner harbor waters, and Princeton Welding will be picking it up for minor repairs this week. Dave Mallory is working with other fish buyers to unload any fish during the down time. Fish unloading presently is quite slow as crab is about done for the season. Everyone is working together on this till resolved.

Scott

From: Scott Grindy
Sent: Saturday, February 22, 2014 4:04 PM
To: Sabrina; Peter Grenell
Cc: Robert Bernardo; Sabrina Brennan
Subject: RE: Hoist that fell off Jonson Pier

Hello

I am on my way back to Ca.today from leave and should have a better assessment soon depending on when I get back tonight.

Having said that my understanding is that one of Dave M.staff was demonstrating some issue of hoist movement to harbor staff and the hoist just fell off into the water.

No injuries and other damage occurred.
Staff assisted in getting it out of the water and it sounds like it is going to the welding shop for surveys and repairs.

Will figure out the details etc. Sunday and or Monday on this one.

Scott

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Sabrina
Date:02/22/2014 2:13 PM (GMT-08:00)
To: Peter Grenell
Cc: Robert Bernardo ,Sabrina Brennan ,Scott Grindy
Subject: Hoist that fell off Jonson Pier

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Please update the board so we can respond to questions accurately.

Thanks,
Sabrina

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, Presi
Pietro Parravano, Vice Presi
James Tucker, Treasurer & Secre
Sabrina Brennan, Commissi
William Helsinger, Commissi

Peter Grenell, General Manager

TO: Morning Star
Pillar Point Seafood
Three Captains

FROM: Scott Grindy, Harbor Master

DATE: January 2, 2014

SUBJECT: Hoist Certifications/Inspections

Gentlemen,

Thanks for taking my call earlier this week. Attached is the copy of who we at the district use for our certification efforts on the district hoist.

Our inspection will be coming up in the beginning of April 2014 for the district hoist, and there may be some economies of scale to contact the same vendor for your efforts being he will be here on site.

If due to size or similar no inspection is required for your hoist by the state, please make sure we receive a note from the inspector stating that for our district records.

Many thanks and best for the New Year!

Scott Grindy
Harbor Master

CC: Peter Grenell General Manager
John Draper Assistant Harbor Master

File

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

P.O.Box 507 Alameda, CA 94501 510-865-2455 Fax 510-865-0577

CERTIFICATE OF INSPECTION

Certification No: 29366

1. Owner: PILLAR POINT MARINA
2. Address: #1 JOHNSON PIER
HALF MOON BAY, CA 94019

3. Device Type: CRANE
Location: Remains at worksite
4. Description JIB CRANE **Capacity:** 2 TONS
5. Manufacturer: CHALLENGER **Model** N/A **Serial Number:** N/A
6. Owners Identification: Unit# DOCK **License Plate:** N/A
7. Service Status at time of Survey: Lifting
8. Boom at time of survey: Length 10' **Boom Type:** TUBULAR **Jib Length:** N/A
9. Test Loads Applied, Including Functional (partial) Test Load:

Radius/Angle	Test Load:	Rated Load	Outriggers (yes/no):	BoomDirection:
Full Travel	160#	2,000#	N/A	N/A

Description of Proof Loads: Test Weight
10. Basis For Assigned Load: Manufacturer's Specifications
11. The examination shall cover the points lifted on reverse as applicable.
12. Remarks/Limitations: None

I certify that on 4/4/2013, the above described device was tested and examined by the undersigned; and found to be in safe operating condition for the above service status

This Certificate is: Annual **Proof Load Quad Attached:** No
Next Annual Due: 4/4/2014 **Last Quadrennial Done:** 4/25/2008 **By:** CA-231
Signature: Mike Stegmiller
Print Name: Mike Stegmiller
Title: Surveyor **Date:** 4/12/2013
Certification No: 29366 **Issue Date:** 4/12/2013 **Mailed to DOSH:** N/A

Certificating Agency: AC3
DOSH License No: CA-231 **Category:** ALL **Expires:** 4/15/2014

Debbie Nixon

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Thanks,
Sabrina

Debbie Nixon

From: Scott Grindy <sgrindy@smharbor.com>
Sent: Monday, February 24, 2014 11:46 AM
To: Robert Bernardo; Pietro Parravano; James Tucker; Sabrina Brennan; wholsingerr@smharbor.com
Cc: Peter Grenell; Scott Grindy
Subject: Morning Star Hoist Update

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Thanks,
Sabrina

Debbie Nixon

From: Peter Grenell <pgrenell@smharbor.com>
Sent: Monday, February 24, 2014 10:22 AM
To: Scott Grindy
Subject: FW: Hoist that fell off Jonson Pier

Scott,

I see this already. Good for now. Actually, when you write up the update, since you are already communicating with two commissioners, why not just send it to all of them, cc: me.

Peter

From: Scott Grindy
Sent: Saturday, February 22, 2014 4:04 PM
To: Sabrina; Peter Grenell
Cc: Robert Bernardo; Sabrina Brennan
Subject: RE: Hoist that fell off Jonson Pier

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Thanks,
Sabrina

Debbie Nixon

From: Peter Grenell <pgrenell@smharbor.com>
Sent: Monday, February 24, 2014 10:21 AM
To: Scott Grindy
Subject: FW: Hoist that fell off Jonson Pier
Attachments: photo.JPG; ATT74880.txt

Scott,

Have you responded to Sabrina? If not, please send me enough so I can update all commissioners.

Peter

-----Original Message-----
From: Sabrina [mailto:sabrina@dfm.com]
Sent: Saturday, February 22, 2014 2:13 PM
To: Peter Grenell
Cc: Robert Bernardo; Sabrina Brennan; Scott Grindy
Subject: Hoist that fell off Jonson Pier

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Thanks,
Sabrina

Debbie Nixon

From: Michael Williams <MWilliams@smharbor.com>
Sent: Saturday, February 22, 2014 1:46 PM
To: Scott Grindy
Cc: John Draper; Michael Williams
Subject: Morningstar Hoist
Attachments: Moningstar Hoist a.jpg; MS Hoist b.jpg; MS Hoist c.jpg; MS Hoist d.jpg; MS Hoist e.jpg

Hoist is now on the deck and will be picked up on Mon. by Princeton welding for assessment.

A couple of observations and thoughts and paraphrasing of conversations with involved people

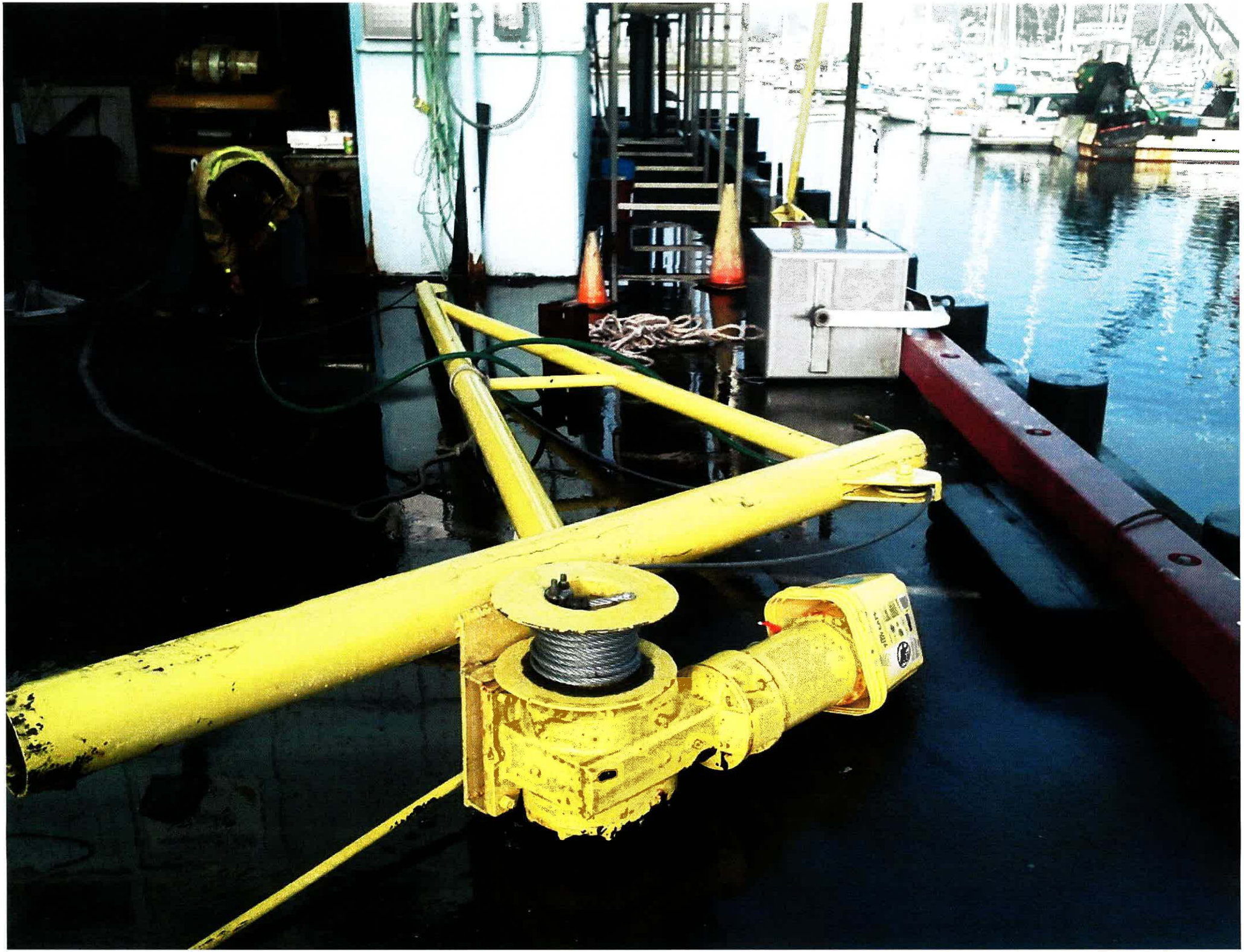
When Valentine was here last year they took the hoist down and to their yard. As seen in the attached photos it appears that all they did was cleanup and paint. No attempt at rebuild was done. I think this was done in April 2013.

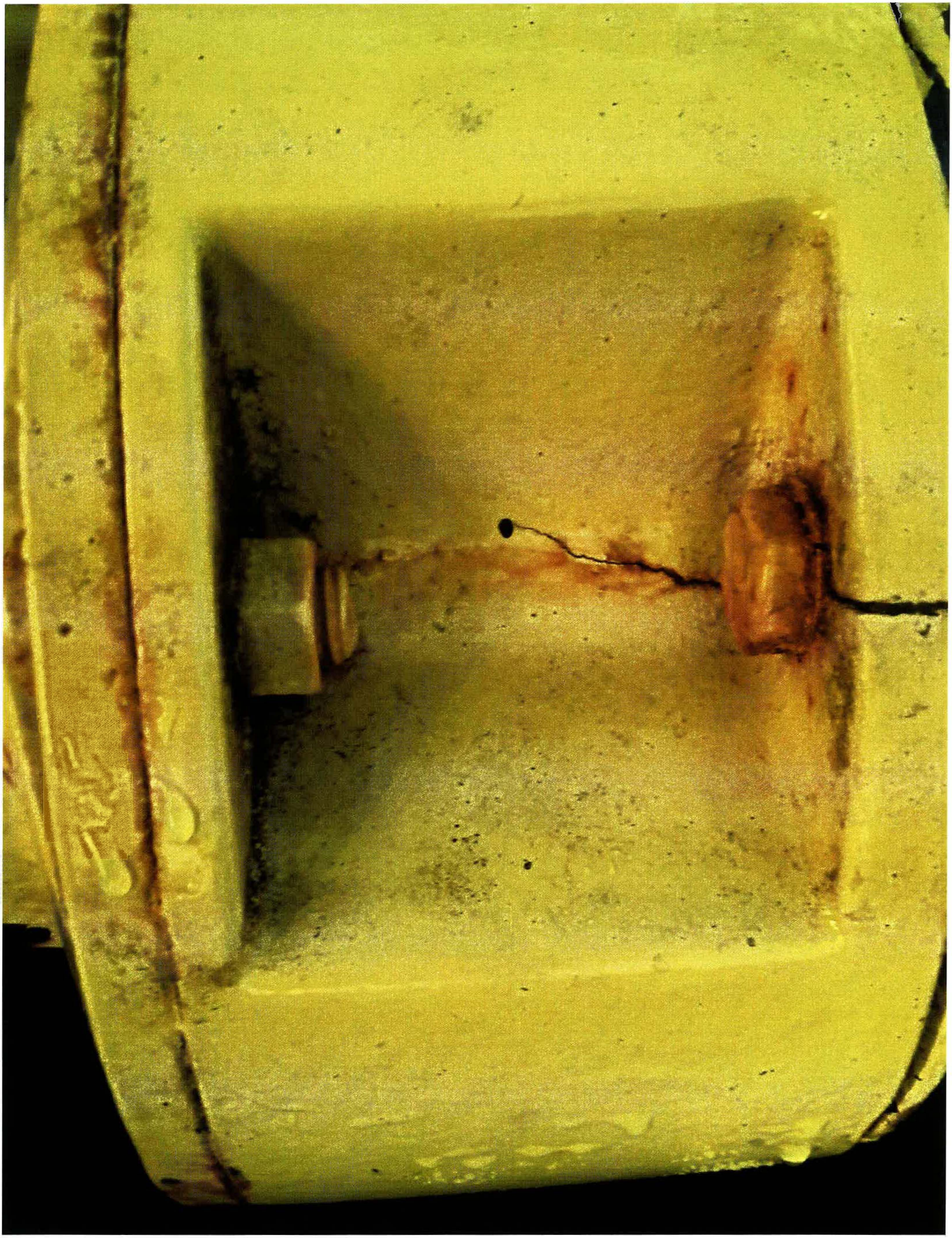
We were made aware of the hoist not working correctly by Dave around the middle of Dec. and contacted Princeton Welding to make corrections. Dave said it was too busy at that time and I understood that HE would contact BOB at PW when things slowed down. Dave complained last week about us dragging our feet about fixing HIS hoist.

During the time since we were told that something was wrong I have had a few conversations with Dave's employee's. The most recent was with Mike St. Clair. He was complaining about his shoulder being damaged by the difficulty of swinging the hoist and repeated and ongoing trips to the doctor.

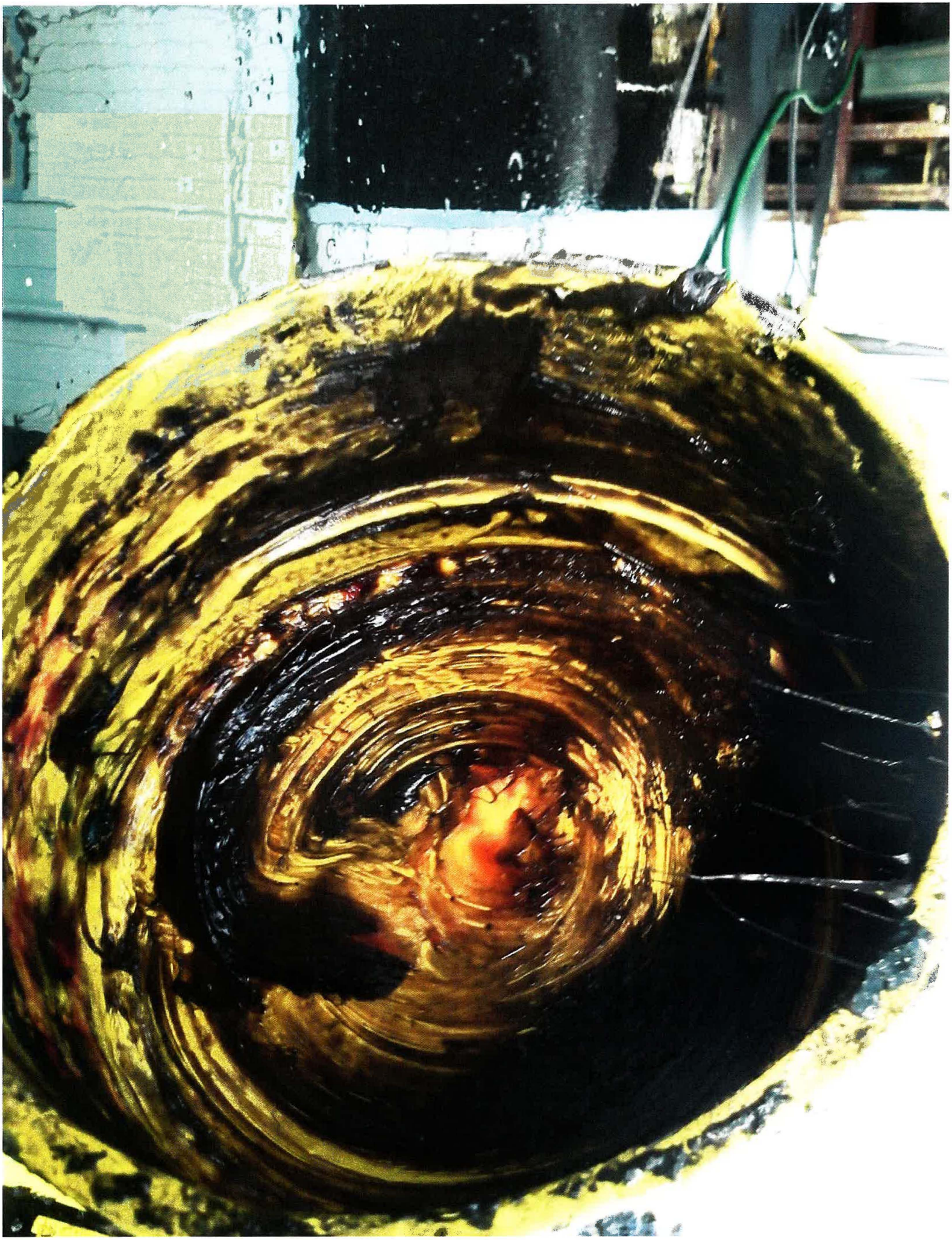
An earlier talk with ROO (1 mo. Ago) related how he was the one who ordered the new bearings that were installed at the time of Valentines "rebuild". He had to order twice because the first set did not fit. I don't think he is a machinist but looking at the worn bearing raceways, more than a new set is needed to fix this Hoist.

The wrong size bearings and worn raceways would account for the offset at the base of the mast and the wobble of the top plate causing the plate to contact the top of the mast making it difficult to swing. The design of the hoist does not account for upward vertical movement.





PRESIDENT
AURORA



Debbie Nixon

From: Michael Williams <MWilliams@smharbor.com>
Sent: Friday, February 21, 2014 12:35 PM
To: Scott Grindy; Peter Grenell
Cc: John Draper
Subject: Morningstar Hoist

Hi Scott, hope all is well. Just a heads up. Not sure what our involvement will be with this story.

Princeton Welding was here on Thursday to make modifications to the hoist which were relatively minor. Slotted bolt hole etc.

Fix did not work. PW was back today to take pictures for his bearing guy. While MS worker was swinging the hoist out for show and tell, PW and myself were observing as it swung out and top bracket lifted off. The entire hoist, motor, cable and basket with weights went into the water and is now resting on the bottom. Luckily there was no boat or people underneath.

What if any is our response. I have a diver lined up this afternoon, should I proceed and call for a crane? MW

Scott Grindy

From: Charli Micallef
Sent: Friday, July 25, 2014 10:37 AM
To: Scott Grindy
Cc: Katherine Mickelson
Subject: morning star hoist repair $$$$
Attachments: 2014 morning star hoist $ repair.xlsx; 2014 morning star hoist $ repair.pdf

Hi Scott, document scan and spreadsheet are both attached. I have left hard copies with Katie. Let me know if you need more detailed info re: the pmts made.

Charli
Pillar Pt. Harbor
(650)726-5727

2/27/2014	princeton welding	inv# 8112	$880	smchd paid
2/21/2014	aquahero dive serv	n/a	$100	smchd paid
2/22/2014	big eds crane serv	inv# 10541	$1,100	smchd paid
3/18/2014	princeton welding	inv# 8120	$2,610	smchd denied, mallory paid
4/15/2014	coastside tech serv	inv# 23535	$4,929	mallory paid
4/24/2014	big eds crane serv	inv# 10564	$990	mallory paid
4/25/2014	princeton welding	inv# 8143	$1,830	mallory paid

smchd total $ paid	$2,080
mallory total $ paid	$10,359
total $ cost	$12,439

Scott Grindy

From: Katherine Mickelson <KFogarty@smharbor.com>
Sent: Tuesday, July 15, 2014 3:11 PM
To: Scott Grindy
Subject: RE: Scanned from a Xerox Multifunction Device
Attachments: morning star invoices.pdf

Hi Scott,
Here are copies of the invoices for Morning Star. Here is the breakdown:

Name:	Amt:
Big Ed's	1,100.00 (inv attached)
Big Ed's	643.50 (don't have copy of inv)
Princeton Welding	880.00 (inv attached)
Aqua Hero (doug Laughlin)	100.00 (inv attached)
Total:	$2,723.50

-----Original Message-----
From: Scott Grindy
Sent: Friday, July 11, 2014 1:42 PM
To: Scott Grindy (sgrindy@smharbor.com); Katherine Mickelson
Subject: FW: Scanned from a Xerox Multifunction Device

Katie, on Monday can you pull together any hoist costs and receipts we have from when the hoist had fallen into the water (Dave M. Hoist)

thanks

-----Original Message-----
From: OPM_Xerox@smharbor.com [mailto:OPM_Xerox@smharbor.com]
Sent: Friday, July 11, 2014 1:15 AM
To: Scott Grindy
Subject: Scanned from a Xerox Multifunction Device

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.

Attachment File Type: pdf, Multi-Page

Multifunction Device Location:
Device Name: XRX9C934E2FBC1C

For more information on Xerox products and solutions, please visit http://www.xerox.com

SAN MATEO COUNTY HARBOR DISTRICT
ONE JOHNSON PIER,
Half Moon Bay, CA 94019
(650) 726-4382 – FAX (650) 726-7740

REQUISITION

Requisition #: 14-095

DATE OF ORDER	DATE REQUIRED	ENTER PROJECT ACCOUNT CODE, IF APPLICABLE:
3-1-2014		

NAME OF RECOMMENDED VENDOR
Princeton Welding

ADDRESS OF RECOMMENDED VENDOR
231 Harvard Avenue

CITY	STATE	ZIP
Half Moon Bay	Ca.	94019

PHONE NUMBER	FAX NUMBER	POINT OF CONTACT
650-728-3600	650-728-7827	Bob Resch

This requisition is for the following items:

Quantity	Description	Unit Measure	Unit Price	Extension
	Field Labor for Morningstar Hoist	5.5hrs.	$160.00	$880.00

I do solemnly declare and cert
payment of goods and service
considered as:
Open purchase order if un

Subtotal	
Taxes	
ipping & Handling	
Total	$880.00

Scott
Not sure
Track
that
who's
paying
MW

General Ledger Number	Remaining After Approval
100-201.000-780.000	
General Ledger Number	Remaining After Approval

Signature of Manager	ment

If over $250.00 complete the following section and submit to General Manager.

Name of Additional Vendor:		
Phone Number	**Fax Number**	**Point of Contact**
Name of Additional Vendor:		
Phone Number	**Fax Number**	**Point of Contact**

Signature of General Manager	Date Signed

SAN MATEO COUNTY HARBOR DISTRICT
ONE JOHNSON PIER,
Half Moon Bay, CA 94019
(650) 726-4382 – FAX (650) 726-7740

REQUISITION

Requisition #: 14-116

DATE OF ORDER	DATE REQUIRED	ENTER PROJECT ACCOUNT CODE, IF APPLICABLE:
3-13-2014		

NAME OF RECOMMENDED VENDOR
Big Ed's Crane Service
ADDRESS OF RECOMMENDED VENDOR
PO Box 1552

CITY	STATE	ZIP
El Granada	Ca.	94018

PHONE NUMBER	FAX NUMBER	POINT OF CONTACT
650-728-9930	650-728-9931	

This requisition is for the following items:

Quantity	Description	Unit Measure	Unit Price	Extension
	Emergency Retrieval of Morning Star Hoist			
	See Attached Invoice #10541			

I do solemnly declare and certify that funds are available in my budget for payment of goods and services ordered herein. The purchase are to be considered as: .
Open purchase order if under $250.00

Subtotal	
Taxes	
Shipping & Handling	
Total	$1,100.00

General Ledger Number	Available Budget Amount	Budget Remaining After Approval
General Ledger Number	**Available Budget Amount**	**Budget Remaining After Approval**

Signature of Manager	Date Signed	Department

If over $250.00 complete the following section and submit to General Manager.

Name of Additional Vendor:		
Phone Number	**Fax Number**	**Point of Contact**
Name of Additional Vendor:		
Phone Number	**Fax Number**	**Point of Contact**

Signature of General Manager	Date Signed

Chanli TRACK THIS -Scott OK!
3/19/14
Sent 2 Eileen
file copy

Big Ed's Crane Service, Inc.

PO Box 1552
El Granada, CA 94018
Contractors License #836329
DVBE#28576

Invoice

DATE	INVOICE #
2/22/2014	10541

BILL TO	JOB SITE
San Mateo County Harbor District Pillar Point Harbor 1 Johnson Pier Half Moon Bay, Ca 94019	San Mateo County Harbor District Pillar Point Harbor 1 Johnson Pier Half Moon Bay, Ca 94019

TERMS
Net 30

ITEM	DESCRIPTION	# OF HOURS	/ HOUR RATE	AMOUNT
50 Ton	Hoist Winch Boom 2/22	4	250.00	1,000.00
Surcharge	10% Surcharge Fuel & Insurance		10.00%	100.00

#14-116

It's been a pleasure working with you!

Total $1,100.00

Phone #	Fax #	E-mail
650-728-9930	650-728-9931	mckevitted@yahoo.com

AQUAHERO
Dive Service

Doug Laughlin
746 Sierra Street
Moss Beach, Ca. 94038
(650)207-8712 cell

SOLD TO:San Mateo County Harbor District
1 Johnson Pier
Half Moon Bay, Ca.
Pillar Point Harbor Patrol

Date 2/21/14
SERVICES:
bottom clean
zinc replacement
zinc replacement
zinc replacement
extra prop,shaft,rudder, clean
Trim tabs
stern drive clean
keel
prop. change
intake
Other MorningStar hoist recovery as per Willy $100.00
Other
Minimum dive fee

Parts (shipping incld.) $100.00

Total (Please make payment to Doug Laughlin)

NOTES

* pay, but keep copy of All
* Hoist + Morning Star Fish
prob Splitting Cost w/ SMCHD

I think Dave should pay this also. His hoist went in the water through no Fault of Ours.

MU

Chanel
Discuss w/ me on wednesday there will be other charges coming for this.
We will be putting a bill together for the overall effort
Thx Jeff

Box 1552
Granada, CA 94018
ntractors License #836329
BE#28576

DATE	INVOICE #
4/24/2014	10564

BILL TO	JOB SITE
San Mateo County Harbor District Pillar Point Harbor 1 Johnson Pier Half Moon Bay, Ca 94019	San Mateo County Harbor District Pillar Point Harbor 1 Johnson Pier Half Moon Bay, Ca 94019

TERMS
Net 30

ITEM	DESCRIPTION	# OF HOURS	/ HOUR RATE	AMOUNT
on	Set Hoist in Place @ Morningstar Fisheries	4	225.00	900.00
harge	10% Surcharge Fuel & Insurance		10.00%	90.00

pd ck # 5013

een a pleasure working with you!

Total $990.00

Phone #	Fax #	E-mail
650-728-9930	650-728-9931	mckevitted@yahoo.com

Invoice

Princeton Welding, Inc.
231 Harvard Avenue
Half Moon Bay, CA 94019
650.728.3600 Phone
650.728.7827 Fax

PAID

Date	Invoice #
3/18/2014	8120

Bill To	Customer Phone	P.O. No.	Project Name / Number
Morning Star **P.O. Box 1714** **El Granada, CA 94018**	(650)888-3216	PW#7096	7096 - Hoist repairs (shop)
	Customer Contact	Terms	Due Date
	Roo	Due on receipt	3/18/2014

Description	Qty	Rate	Amount
Progress Billing for repairs to Morning Star hoist as of 3/18/14		2,610.00	2,610.00

Thank you for your business!
We accept check, cash, VISA or MasterCard

Total	$2,610.00
Payments/Credits	$-2,610.00
Balance Due	$0.00

Accounting Inquiries?
Email accounting2@princetonwelding.com
Phone 650.728.3600

Payment Methods Accepted:
Cash, Check, Visa & MasterCard

Check out our website! www.PrincetonWelding.com | **Find us on Facebook! www.facebook.com/PrincetonWelding**

Invoice

Princeton Welding, Inc.
231 Harvard Avenue
Half Moon Bay, CA 94019
650.728.3600 Phone
650.728.7827 Fax

PAID

Date	Invoice #
4/25/2014	8143

Bill To	Customer Phone	P.O. No.	Project Name / Number
Morning Star **P.O. Box 1714** **El Granada, CA 94018**	(650)888-3216	PW#7096	7096 - Hoist repairs (shop)
	Customer Contact	**Terms**	**Due Date**
	Roo	Due on receipt	4/25/2014

Description	Qty	Rate	Amount
Final Billing for repairs to Morning Star hoist		1,830.00	1,830.00

It's been a pleasure working with you!

Total	$1,830.00
Payments/Credits	$-1,830.00
Balance Due	**$0.00**

Accounting Inquiries?
Email accounting2@princetonwelding.com
Phone 650.728.3600

Payment Methods Accepted:
Cash, Check, Visa & MasterCard

Check out our website! www.PrincetonWelding.com | **Find us on Facebook! www.facebook.com/PrincetonWelding**

— DEALER —

STSIDE TECHNICAL SERVICE
323 Princeton Ave.
Half Moon Bay, CA 94019-4040
650-712-0100 Lic. #923106

INVOICE 23535

DATE 4-15-2014
PROMISED
COMPLETED

C

S PROPERTY IS ☐ IS NOT ☐ INSURED OR PROTECTED BY DEALER FOR ACTUAL CASH VALUE SS FROM FIRE, THEFT, VANDALISM, OR OTHER CAUSES.

ER MORNING STAR FISHERIES
P.O. BOX 1114
E.G.

REMARKS OR SERVICE PERFORMED
DAVID
650-504-7935

PHONE
MAKE
SERIAL NUMBER

MATERIALS	AMOUNT
SVC CALL: MOTOR, BRAKE AND FLANGE NOT LOOSENING	
CHECK OUT UNIT IN SHOP	
DRAIN WATER & ADD OIL TO GEARBOX	
ASSIST WITH HOIST INSTALLATION	
LABOR - $2,000 - 25% ($500)	$1,500
5 HP 1800 15FT 184TC MOTOR	225
DODGE FLANGE 180 TC	75
DRIVE COUPLING	30
FASTENERS & ELECTRICAL STUFF	50
* DOWN PAYMENT $3000.00 FOR PARTS *	
CHECK #4926	
UENT $ IF NOT PAID BEFORE	

SECURITY INTEREST AGREEMENT

received, the undersigned jointly and severally promise the Dealer, or order, the unpaid balance shown on this cording to the agreed terms. Title to said Chattel hereon by model, make and serial number, is hereby transferred to Dealer until Customer has paid in cash owing said Dealer. Customer shall not misuse, secrete, ber, remove or otherwise dispose of or lose possession ttel. There is no outstanding lien, mortgage, or other e against said Chattel. Should Customer fail to pay dness when due, or breach this contract, the entire ance shall at once become due and payable, and, without notice or demand, by process of law, or other- possession of said Chattel wherever located and retain paid thereon for use of said Chattel. This Agreement gned.

AD AND UNDERSTAND THE ABOVE AGREEMENT AND AGREE TO ITS TERMS.

MATERIALS	3100
SHIPPING	50
REMOVE & INSTALL	1,500
SERVICE CALL & TECHNICAL CHG.	
SUB TOTAL	
9% TAX	279
CASH PRICE	4,929
CASH DOWN PAYMENT	3,000
CASH PRICE UNPAID BALANCE	1,929
* DELINQUENT CHARGE	
TOTAL	$1929.00

Copyright 1973 O W. Donald Ft. Smith, Ark. 72903

'ART

< SEE REVERSE SIDE >

pd ck# 4955

COASTSIDE TECHNICAL SERVICE

2353

323 Princeton Ave.
Half Moon Bay, CA 94019-4040
650-712-0100 Lic. #923106

C

DATE 4-15-20
PROMISED
COMPLETED

CUSTOMER'S PROPERTY IS ☐ IS NOT ☐ INSURED OR PROTECTED BY DEALER FOR ACTUAL CASH VA
AGAINST LOSS FROM FIRE, THEFT, VANDALISM, OR OTHER CAUSES.

CUSTOMER NAME: MORNING STAR FISHERIES

REMARKS OR SERVICE PERFORMED: DAVID 650-504-97

ADDRESS

CITY

TERMS

PHONE

MODEL | MAKE | SERIAL NUMBER

QUANTITY	MATERIALS	AMOUNT
	SVC CALL: MOTOR, BRAKE AND FLANGE NOT LOCKING	
	4/15 * DOWN PAYMENT #3000.00 FOR PART CHECK #4926	

* DELINQUENT CHARGE $ IF NOT PAID BEFORE

SECURITY INTEREST AGREEMENT

For value received, the undersigned jointly and severally promise to pay to the Dealer, or order, the unpaid balance shown on this invoice according to the agreed terms. Title to said Chattel, described hereon by model, make and serial number, is hereby retained, or transferred to Dealer until Customer has paid in cash all amounts owing said Dealer. Customer shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said Chattel. There is no outstanding lien, mortgage, or other encumbrance against said Chattel. Should Customer fail to pay its indebtedness when due, or breach this contract, the entire unpaid balance shall at once become due and payable, and Dealer may without notice or demand, by process of law, or otherwise, take possession of said Chattel wherever located and retain all monies paid thereon for use of said Chattel. This Agreement may be assigned.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND AGREE TO ITS TERMS.

Value Received

MATERIALS	
TRIP CHG.	
REMOVE & INSTALL	
SERVICE CALL & TECHNICAL CHG.	
SUB TOTAL	
TAX	
CASH PRICE	
CASH DOWN PAYMENT	
CASH PRICE UNPAID BALANCE	
* DELINQUENT CHARGE	
TOTAL	

Copyright 1973 O. W. Donald Ft. Smith, Ark. 72903

DAVID MALLORY
DBA MORNING STAR FISHERIES
P O BOX 1714 PH. 650-728-3729
EL GRANADA, CA 94018

4926

11-4288/1210 4094
5102990869

Date 4-15-2014

Pay to the Order of Coastside Technical Service $ 3000 00/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

FOR Down payment - chain motor

⑈000004926⑈ ⑆121042882⑆ 5102990869⑈

Scott Grindy

From: Michael Williams
Sent: Wednesday, April 30, 2014 3:55 PM
To: Scott Grindy
Cc: John Draper; Charli Micallef
Subject: Morning Star Hoist

We received another invoice from Big Ed's Crane for setting the hoist back last week for $990.00. Should I do a req. for this or resend to Morning Star? MW

Scott Grindy

From: Katherine Mickelson <KFogarty@smharbor.com>
Sent: Thursday, July 10, 2014 3:58 PM
To: Scott Grindy
Subject: Dave Mallory

Hi Scott,
FYI. Dave Mallory dropped off a letter for you. He wanted me to make sure you got it, so I will leave it in your inbox.

Thanks
Katie

Scott Grindy

From: accounting2 <accounting2@princetonwelding.com>
Sent: Wednesday, April 30, 2014 11:39 AM
To: Michael Williams; Scott Grindy
Cc: Belen Cruz; Charli Micallef
Subject: RE: Invoice from Princeton Welding Inc.

Mike,
Sorry about that I will inquire with Dave.
Thanks for the reminder,
Apryll

-----Original Message-----
From: Michael Williams [mailto:MWilliams@smharbor.com]
Sent: Wednesday, April 30, 2014 8:51 AM
To: accounting2; Scott Grindy
Cc: Belen Cruz; Charli Micallef; Michael Williams
Subject: RE: Invoice from Princeton Welding Inc.

Apryll, here is the previous string. MW

-----Original Message-----
From: accounting2 [mailto:accounting2@princetonwelding.com]
Sent: Thursday, March 20, 2014 2:47 PM
To: Scott Grindy
Cc: Michael Williams
Subject: RE: Invoice from Princeton Welding Inc.

Scott,
Can you forward Dave's contact information, please.
Phone#
Email address
Thank you,
Apryll

Princeton Welding, Inc.
231 Harvard Ave.
Half Moon Bay, CA 94019
Phone 650 728 3600
Fax 650 728 7827
Web www.princetonwelding.com
Facebook www.facebook.com/PrincetonWelding

*Payment methods accepted: Check, Cash, VISA, MasterCard

-----Original Message-----
From: Scott Grindy [mailto:sgrindy@smharbor.com]
Sent: Thursday, March 20, 2014 2:12 PM
To: accounting2@princetonwelding.com
Cc: Michael Williams; sgrindy@smharbor.com

Subject: FW: Invoice from Princeton Welding Inc.

Apryll,

The repair billing should be sent to Dave Mallory.

I would appreciate being cc'd on the bill so we can work to get Dave financial assistance on the total once complete.

Scott Grindy
Harbor Master
SMCHD
650 515 7792

-----Original Message-----
From: Michael Williams
Sent: Thursday, March 20, 2014 2:05 PM
To: Scott Grindy
Cc: John Draper
Subject: FW: Invoice from Princeton Welding Inc.

Not sure who pays?

-----Original Message-----
From: accounting2 [mailto:accounting2@princetonwelding.com]
Sent: Thursday, March 20, 2014 12:24 PM
To: Michael Williams
Cc: HarborMaster
Subject: Invoice from Princeton Welding Inc.

Dear Mike :
I have attached a progress billing for the Morning Star hoist.
Please note this is a progress bill as of 3/18/14, we are still working on this project.
Our terms are "Due Upon Receip" we appreciate your expedited payment.
Sincerely,
Apryll Ayers
Office Manager
Princeton Welding, Inc.
231 Harvard Ave.
Half Moon Bay, CA 94019
Phone 650 728 3600
Fax 650 728 7827

Web www.princetonwelding.com

Facebook www.facebook.com/PrincetonWelding

*Payment methods accepted: Check, Cash, VISA, MasterCard

Scott Grindy

From: Jessica Freitas <jessica@ac3online.com>
Sent: Thursday, April 03, 2014 2:25 PM
To: Scott Grindy
Subject: Hoist Reinstall

Hello Scott,

I got in touch with Tom Beaumont, and he suggests you contact the local crane company in Half Moon Bay. He says he saw their building on the way out of town. Otherwise, he doesn't know of anyone to reinstall that hoist. Sorry we couldn't be more helpful.

Thank you,

Jessica Freitas
AC3
P.O. Box 507
Alameda, CA 94501
Ph: (510) 865-2455
Fax: (510) 865-0577

Scott Grindy

From: Scott Grindy
Sent: Thursday, March 20, 2014 2:12 PM
To: accounting2@princetonwelding.com
Cc: Michael Williams; Scott Grindy
Subject: FW: Invoice from Princeton Welding Inc.
Attachments: Inv_8120_from_Princeton_Wel.pdf

Apryll,

The repair billing should be sent to Dave Mallory.

I would appreciate being cc'd on the bill so we can work to get Dave financial assistance on the total once complete.

Scott Grindy
Harbor Master
SMCHD
650 515 7792

-----Original Message-----
From: Michael Williams
Sent: Thursday, March 20, 2014 2:05 PM
To: Scott Grindy
Cc: John Draper
Subject: FW: Invoice from Princeton Welding Inc.

Not sure who pays?

-----Original Message-----
From: accounting2 [mailto:accounting2@princetonwelding.com]
Sent: Thursday, March 20, 2014 12:24 PM
To: Michael Williams
Cc: HarborMaster
Subject: Invoice from Princeton Welding Inc.

Dear Mike :
I have attached a progress billing for the Morning Star hoist.
Please note this is a progress bill as of 3/18/14, we are still working on this project.
Our terms are "Due Upon Receip" we appreciate your expedited payment.
Sincerely,
Apryll Ayers
Office Manager
Princeton Welding, Inc.
231 Harvard Ave.
Half Moon Bay, CA 94019
Phone 650 728 3600
Fax 650 728 7827

Web www.princetonwelding.com

Facebook www.facebook.com/PrincetonWelding

*Payment methods accepted: Check, Cash, VISA, MasterCard

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, President
Pietro Parravano, Vice President
James Tucker, Treasurer & Secretary
Sabrina Brennan, Commissioner
William Holsinger, Commissioner

Peter Grenell, General Manager

March 18, 2014

Mike and Kim McHenry
Pillar Point Seafood
PO Box 193
Maxwell, CA 95955

Larry Fortado
Three Captains Sea Products
PO Box 1971
El Granada, CA 94018

Dave Mallory
Morningstar Fisheries
PO Box 1714
El Granada, CA 94018

Ref: Fish Hoists on Johnson Pier, Pillar Point Harbor

Dear Mr. and Mrs. McHenry, Mr. Fortado, and Mr. Mallory:

On March 5, 2014, the Board of Harbor Commissioners directed staff to send this letter to you regarding your respective fish hoists at your leased premises on Johnson Pier. As you know, you are responsible by the terms of your respective leases for installation, operation, maintenance, and repair of your respective hoists, and for compliance with all applicable laws and regulations regarding hoist inspection, certification, and other safety measures (see attachments) where applicable and for following Cal-OSHA guidelines for all safety aspects of your leased premises and facility.

The Harbor District is aware of the recent incident involving the hoist at Morningstar Fisheries. As provided for in your leases, all lessees must comply with requirements for hoist maintenance and safety, inspection and certification where applicable of your respective hoists. If necessary, you must purchase new hoists at your expense to effect compliance. The Harbor District will work with each of you to facilitate successful hoist inspections regarding safety and other requirements and certification where applicable.

Harbor Master Grindy and I are available to consult with you as needed in this matter. To expedite a successful outcome, I urge you to confer with Grindy or me directly.

San Mateo County Harbor District

Board of Harbor Commissioners

Robert Bernardo, President
Pietro Parravano, Vice President
James Tucker, Treasurer & Secretary
Sabrina Brennan, Commissioner
William Holsinger, Commissioner

Peter Grenell, General Manager

Sincerely,

Peter Grenell
General Manager
San Mateo County Harbor District

Cc: Board of Harbor Commissioners
Scott Grindy, Harbor Master
Jean B. Savaree, District Counsel

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

Scott Grindy

From: Debbie Nixon
Sent: Wednesday, March 19, 2014 10:39 AM
To: Charli Micallef
Cc: Scott Grindy
Subject: Copy of Letter to Fish Buyers
Attachments: SKMBT_C45114031910420.pdf

Importance: High

Hi Charli,

Can you please print out 3 copies and have them delivered to each Fish Buyer A.S.A.P.?

Thank you,

Debbie Nixon
Administrative Assistant/Deputy Secretary
San Mateo County Harbor District
400 Oyster Point Blvd., #300
South San Francisco, CA 94080
650/583-4400 phone
650/583-4611 fax
www.smharbor.com
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Scott Grindy

From: Peter Grenell
Sent: Wednesday, March 19, 2014 9:52 AM
To: Harbor Commissioner; Scott Grindy
Subject: RE: Hoist Letter

We sent it yesterday.

From: Harbor Commissioner [mailto:smcharborcommissioner@yahoo.com]
Sent: Tuesday, March 18, 2014 9:24 PM
To: Scott Grindy; Peter Grenell
Subject: Fwd: Hoist Letter

FYI. Please see below:

Begin forwarded message:

> **From:** sabrina brennan <sabrina@dfm.com>
> **Date:** March 18, 2014 at 20:29:46 PDT
> **To:** Robert Bernardo <Rbernardo@smharbor.com>
> **Cc:** Robert Bernardo <smcharborcommissioner@yahoo.com>, Sabrina Brennan <sbrennan@smharbor.com>
> **Subject: Hoist Letter**
>
> Hello Robert,
>
> The board majority requested a letter requiring hoist inspections at the March 5, 2014 meeting. Did the GM copy you on the letter regarding hoist inspections at Johnson Pier?
>
> I haven't see it. I wonder if the GM decided not to send it?
>
> Thanks,
> Sabrina

San Mateo County Harbor District

Memo

Date: February 23, 2015

To: Board of Harbor Commissioners

From: Marietta Harris
Human Resources Manager

Re: Request for Waiver of Event Fees for Athletic Event Permit for USA Productions, LLC for April 19, 2015 at Pillar Point Harbor

---

RECOMMENDATION

Approve Athletic Event Permit for USA Productions, LLC for April 19, 2015.

BACKGROUND

USA Productions has held several events through the San Mateo County Harbor District.

Silicon Valley Triathlons was held in Half Moon Bay on April 20, 2014 and Morgan Hill Triathlons was held in Oyster Point Marina/Park on Sunday, May 18. 2014. Both of these events were extremely successful.

USA Productions is not a non-profit, but they are asking for a fee waiver because they will be making donations to the Half Moon Bay Rotary Club and Boys & Girls Club of America in the Half Moon Bay Area. USA Productions will be donating $2,500 to the Boys and Girls Club and will donate 10% of revenue plus $20 per volunteer to the Half Moon Bay Rotary Club.

This triathlon event involves a swim, bike, and run course. Participants will swim and will start and end on the beach directly below Sam's

Chowder House. From there, participants will transition to B Lot, bike through Princeton to Moss Beach and return back to B lot. The amateur run route goes to Miramar and then back to Pillar Point Harbor. The Olympic run route goes through Miramar to Pilacitos Creek and then back to Pillar Point Harbor.

USA Productions is responsible for the staffing of the event and will not need District staff members for the event.

Also, because the event is being held in and around the Harbor, it is anticipated that they will see an increase in revenue production during that weekend.

The fee for this event is $2,350.00. The non-refundable application fee of $600 has been paid to the District. They have provided all the insurance requirements. **This organization is not a non-profit and is asking for a fee waiver.**

San Mateo County Harbor District

400 Oyster Point Blvd., Suite 300,
South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F
www.smharbor.com

Please supply the information requested below. Please remit this application at least 21 days prior to your event. Attach additional sheets if necessary, to provide required information. A non-refundable application fee of should accompany this application. You will be notified of the disposition of the application and the necessary steps to secure your final permit. A permit fee, signed permit agreeing to reimburse District for any costs incurred by damages and proof of liability insurance named the San Mateo County Harbor District as also insured will be required. See Event Policy, Permit Fee Schedule and Category Definitions.

APPLICATION FORM – Special Use Permit		
Applicant Name:	Ryan Coelho	
Organization Name:	USA Productions LLC	
Address:	1807D Santa Rita Rd #213	
City, State, Zip Code	Pleasanton, CA 94566	
Telephone	Day Cell 408.515.2860 Fax	
Alternate Contact Person (s) and Phone Number		
San Mateo County Resident:	Yes	No X
Non- Profit:	Yes	No X
Commercial:	Yes	No X
Type of Event:	Triathlon	
Description of Proposed Activity:	Swim – Bike – Run: Swim course will occur in Pillar Point Harbor near the boat ramp. See attached maps and plan	
Event Date (s)	April 19, 2015	
Number of Events per year:	1	
Event Hour:	Start 7AM	End 12PM
Set up Time:	4/18/15 8am	
Exit Time:	4/19/14 4pm	
Number of Participants/Guests:	800	
Maximum number of vehicles/parking requirements for the event: (provide parking plan)	NA	
Equipment to be used: (Chairs, tables, tents, microphones, speakers)	Tents, Barricades, Chairs, Stage, Speakers, Arches, Tables, Microphones	

San Mateo County Harbor District

400 Oyster Point Blvd., Suite 300,
South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F
www.smharbor.com

Individual in charge on event day (include name, address and contact number on the day of the event)	Ryan Coelho Race Director 408.515.2860

Information will be used to determine whether a permit will be issued. Completed application must be accompanied by an application fee based on the Permit Fee Schedule. The District may require additional information.

Request for fee waiver:	Yes X	No

Reason for request of fee waiver: No, participation will occur in the Harbor District, only area of use is in the water way around the HMB Yacht Club

Are you familiar with/have you visited the requested area?	Yes X	No
Do you plan to advertise or issue a press release before the event?	Yes X	No
Is there any reason to believe there will be attempts to disrupt, protect or prevent your event? (If yes, please explain on a separate page.)	Yes	No X
Do you intent to solicit donations or offer items for sale?	Yes	No X

Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application that he/she reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated therein.

San Mateo County Harbor District

400 Oyster Point Blvd., Suite 300,
South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F
www.smharbor.com

Applicant is required to submit with this application any permit or license if required by the governing local jurisdiction (e.g. San Mateo County, City of South San Francisco, or City of Half Moon Bay wherein the event or activity will take place.) The Event Permit issued by the San Mateo County Harbor District will be null and void if applicant is required to have San Mateo County, City of South San Francisco, or City of Half Moon Bay permit or license and does not obtain said permits or license.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to the District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit.

Absence of insurance makes the Event Permit null and void.

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all events or activities will be attended by the applicant personally or by individuals known to the applicant, the names of whom must be provided in advance to the District on this application, or on any future amendment to this application, to enable the District to monitor the use of their facilities.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature_____ Date___1/1/15_____

Note: This is an application only, and does not serve as permit to conduct any use of the Harbor or Marina. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and return to the San Mateo County Harbor District prior to the event for final approval by the General Manager or his/her designee.

Expo Area/Time:

-Would be great to do this in downtown Half Moon Bay somewhere to create traffic to downtown and the merchants in the area
-Expo time 12pm – 5pm on April 18, 2015
-Kids running and biking events
-Promote health & wellness
-BMX and Skate Boarding events

Attached are the projected course maps for the swim, bike run portions of the events as well as the layout of the transition areas, venue, parking area, bike course safety plan, and notification flyer.

Swim plan: waves will have no more than 150 athletes in each
International race starts at 7am:
Wave 1: 7:00 AM Men 29 and under
Wave 2: 7:04 AM Men 30 and over
Wave 3: 7:08 AM Women 29 and under
Wave 4: 7:12 AM Women 30 and over
Wave 5: 7:16 AM All Relay Teams, Clydesdales, Athena

Sprint race starts at 7:30am:
Wave 1: 7:30 AM Men 29 and under
Wave 2: 7:34 AM Men 30 and over
Wave 3: 7:38 AM Women 29 and under
Wave 4: 7:42 AM Women 30 and over
Wave 5: 7:46 AM All Relay Teams, Clydesdales, Athena and Mt. Bike Divisions

Volunteer plan:
(Volunteer map with locations marked for each person or group of volunteers will be developed in due time)
-Total of 100-120 volunteers needed approx.
-5 at each water station (total of 4 aid stations on the run course are needed)
-Communications is by cell phone and they will have the run course directors contact info

Insurance Coverage from USA Triathlon:
This will be include certificates of insurance that will define additional insured and additional coverage for the weekend of events.

The individuals that are heading up this event are:
Race Director: Ryan Coelho
Assistant race Director: Zach Lee
Bike Course Director: Rocco Mullinax
Run Course Director: Miguel Suarez
Swim Course Director: John Trenev
Medical Director: Guard Life Services

Overview of Events:
Triathlon events involve a swim, bike and run course. Intent is to create health and wellness within the community and give back to charity (i.e. Team Challenge, JDRF, and local sports programs).

Swim Course: Pillar Point Harbor, Public beach exit into Half Moon Bay Yacht Club
-Sunrise in HMB on April 19, 2015: 6:32am
Bike Course: Hwy 1 south
-First cyclist on the road: 7:20am
-Last cyclist off the road: 9:45am

Medical:
-EMS/EMT- 6 EMS staff will be inside venue.
-Medical tent at the finish line for hydration and medical assistance with EMT/EMS Services.

Hydration/Safety Aid Stations:
-There will be 4 aid stations on the run portion of the races with water and hydration drinks.

Escorts:
- Motor escort will lead out of first cyclists and sag the last cyclists for cleanup
-There will be 8 motor escorts on the bike course to help the flow of the event and keep everyone safe

USA Productions Equipment:
-Cones, barricades, signage, utility vehicles, tenting, archways, generators, recycling containers, garbage containers, fencing, bike racks, stage, chairs, tables, etc.

Proper Markings:
-There will be proper marking and directional signage on all sections of all the courses

Overnight Security:
-Overnight security will be at the venue from 6PM until 4:00AM the night before the event.

Trash/Recycling collection in expo and event: Cardboard trash bins placed around the venue with liners.

Tents on site
16x16 stage with a 15x15 tent
4 20X20 tents
20 10X10 tents

Sound and use of sound equipment-2 announcers will be announcing the event and a band/DJ will play from 9AM-12pm with the volume at a low to moderate level. 2 sound set ups; one at transition and one at the expo venue

Participant Parking and Expo Parking -will have signage for trail use and race awareness. Participants will pay for their own parking fees during the event. USA Productions will provide parking passes for volunteers, staff, and vendors/sponsors.

Notifications: Local residents and businesses will be aware of the event well in advance. We will use several methods of notifications to give people plenty of time to plan for the event to minimize minimal impact. These methods will be through email, signage, city communication channels, flyers dropped at homes, and other county sources.

Silicon Valley Triathlons Bike Course Safety Plan

The bike course for this event is a 9 mile and 24.9 mile out and back course that starts and finishes in the same location in Pillar Point Harbor. The bikers will transition from water to bike and from bike to run in the same location.

All athletes can read the course rules on the USA Productions web site and will have copies of the rules in their registration packets. There will also be a reminder prior to the start of the race of these rules. The following is a list of the precautions USA Productions has taken to ensure a safe race:

1. The bike course is coned heavily in the city jurisdiction and in a line of site fashion in the county. This is to let bikers know they are still on course. Each turn on the course is heavily coned with chalk markings, signage and volunteers.

2. The County Police and CHP will be on scene and will provide officers at key locations along the course. We will also have a CHP Sergeant who monitors the officers and stages with the bike course director during the entire bike portion of the event.

3. The private motor escorts in uniform will lead and sag the athletes, as well as cruise the course during the race to trouble shoot any problems that may come up and to look for stranded or injured bikers. A motor escort will follow the last biker out of the transition area and makes sure the very last biker gets back to the venue.

4. There is an ambulance on site and parked in the venue and communicates with the Bike Course director throughout the race. The ambulance will be used for transportation as well as general first aid for anyone on the course. As an added insurance for the proper emergency medical response for on course injuries the county Police or CHP will call for Fire and Ambulance needs through their communications and will cancel those responding units if the event ambulance arrives first and can handle the incident. This helps to reduce any time delay for emergencies on the course.

5. Volunteers are placed at all turns to keep the bikers on course. They are also used to remind the bikers to slow down on certain portions of the course to help avoid crashes.

6. Once the last biker leaves the transition area a "Cone Truck" is sent along the course behind that biker and picks up the cones. The truck is also used as a sweeper to collect any biker that may have broken down and cannot continue with the race.

7. As stated in the "rules of the race" all roadways are open to the public and will be shared with vehicle traffic. All bikers are expected to obey all rules of the road. This includes the direction given them by any City Police or CHP officer on the course.

As the event promoter we will be working closely with the CHP, County Police and Motor Escort officers.

USAP
EVENTS

Event: _____

SPECIAL EVENT ON SUNDAY, _____

BIKERS ON ROAD!!

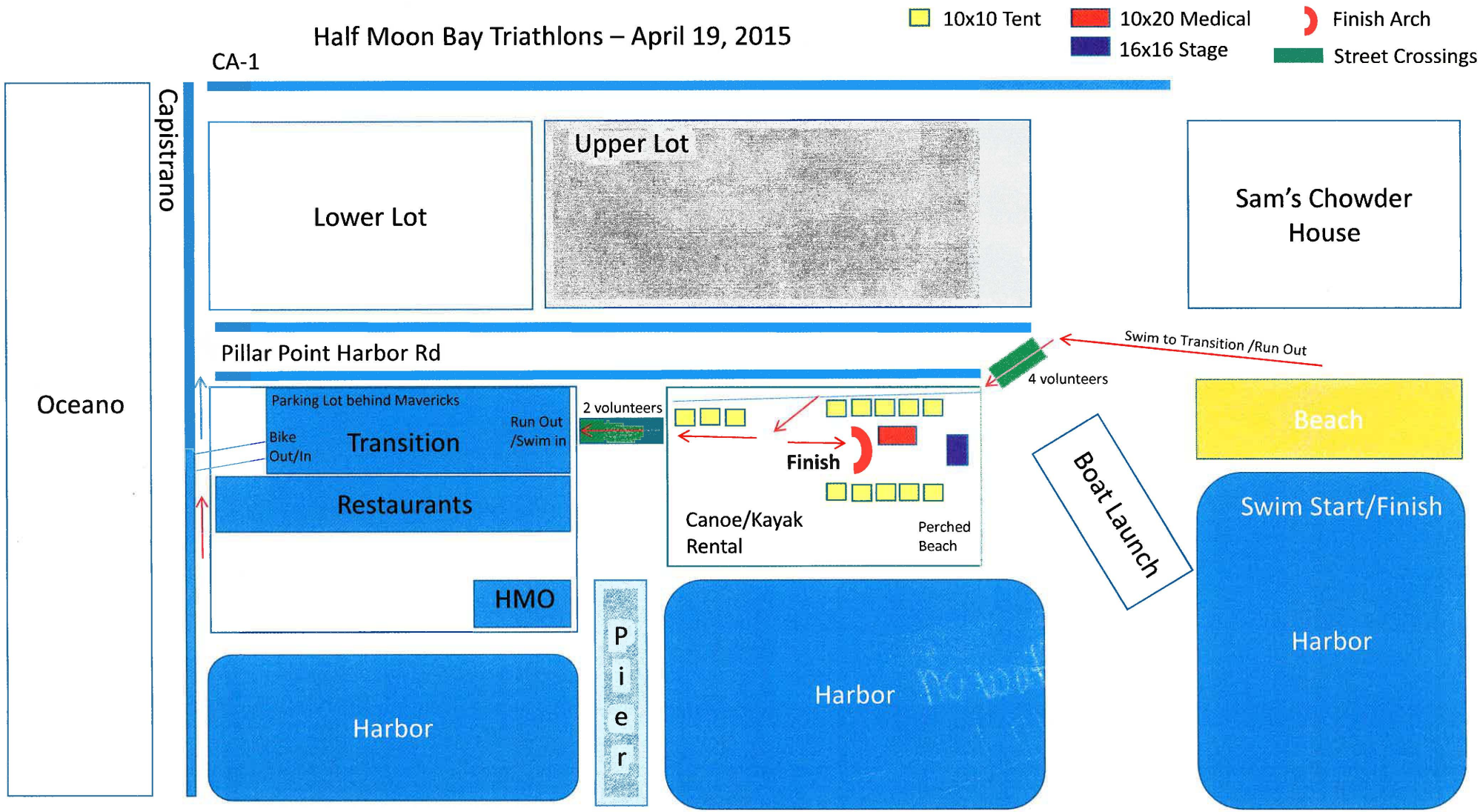
TEMPORARY DELAYS POSSIBLE

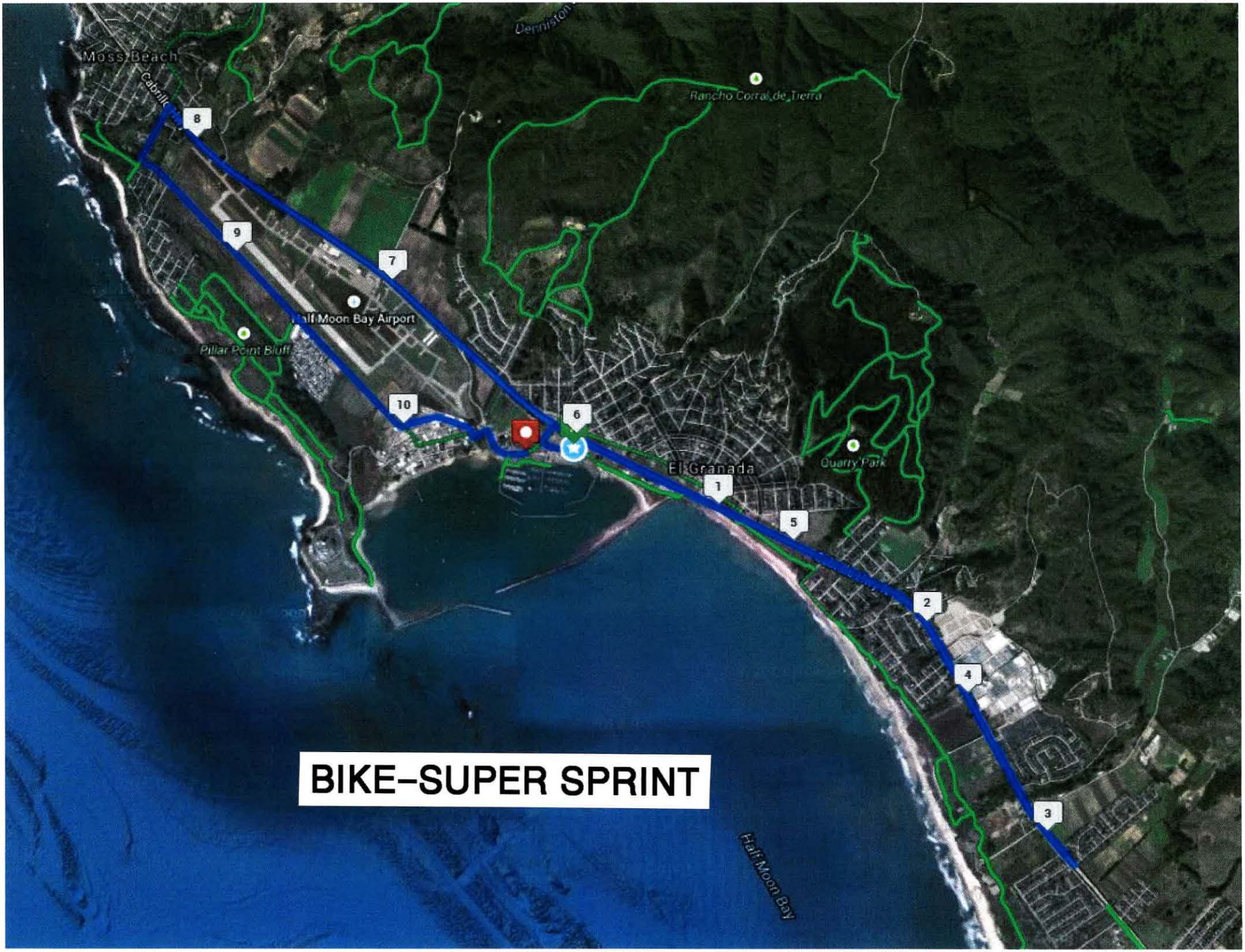
There will be cyclists on the road in your neighborhood from 7:20 am until approximately 9:00 am on _____!! PLEASE BE CURTIOUS AND USE CAUTION!!! All Cyclists will obey all traffic laws. We welcome all neighbors to come and join the fun. If you would like to participate or volunteer in the event USA Productions we would love to have you come out and enjoy the event by volunteering or cheering on the participants supporting the _____. Contact us if you would like participate or volunteer volunteer@usaproductions.org

We appreciate your patience and understanding during this event. Come on out and cheer the cyclists on during the event, everyone loves encouragement as this event caters to Professional and first time Triathletes!!!

If you have any questions or concerns regarding this special event, please do not hesitate to contact us. Thank you in advance for your cooperation and patience!!!

Best regards,
USA Productions
info@usaproductions.org
www.usaproductions.org


Half Moon Bay Triathlons – April 19, 2015
10x10 Tent
10x20 Medical
16x16 Stage
Finish Arch
Street Crossings
CA-1
Capistrano
Oceano
Lower Lot
Upper Lot
Sam's Chowder House
Pillar Point Harbor Rd
Swim to Transition /Run Out
4 volunteers
Parking Lot behind Mavericks
Bike Out/In
Transition
Run Out /Swim in
2 volunteers
Restaurants
HMO
Finish
Canoe/Kayak Rental
Perched Beach
Beach
Boat Launch
Swim Start/Finish
Harbor
Harbor
Pier
Harbor


Moss Beach
Rancho Corral de Tierra
Half Moon Bay Airport
Pillar Point Bluff
El Granada
Quarry Park
Half Moon Bay
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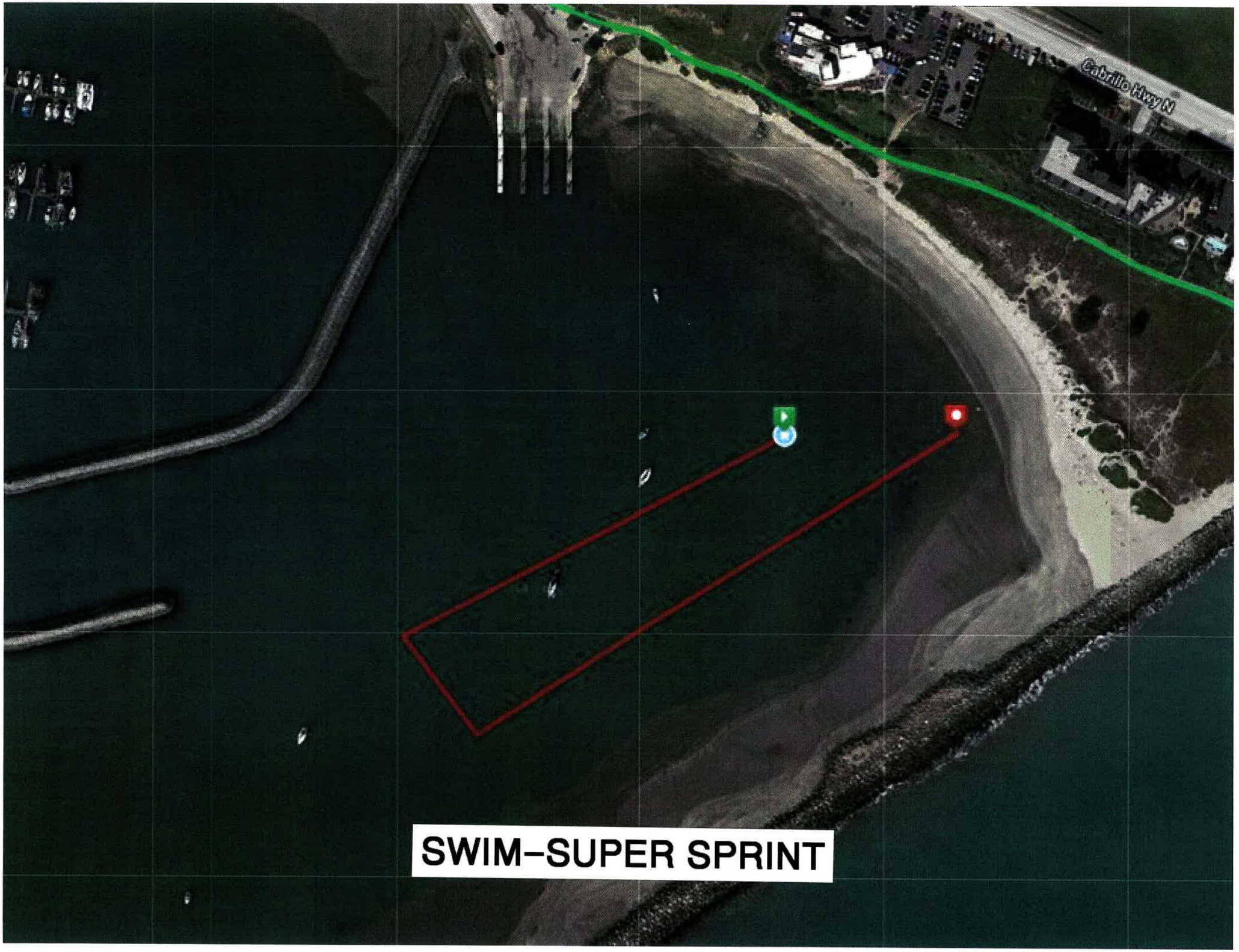
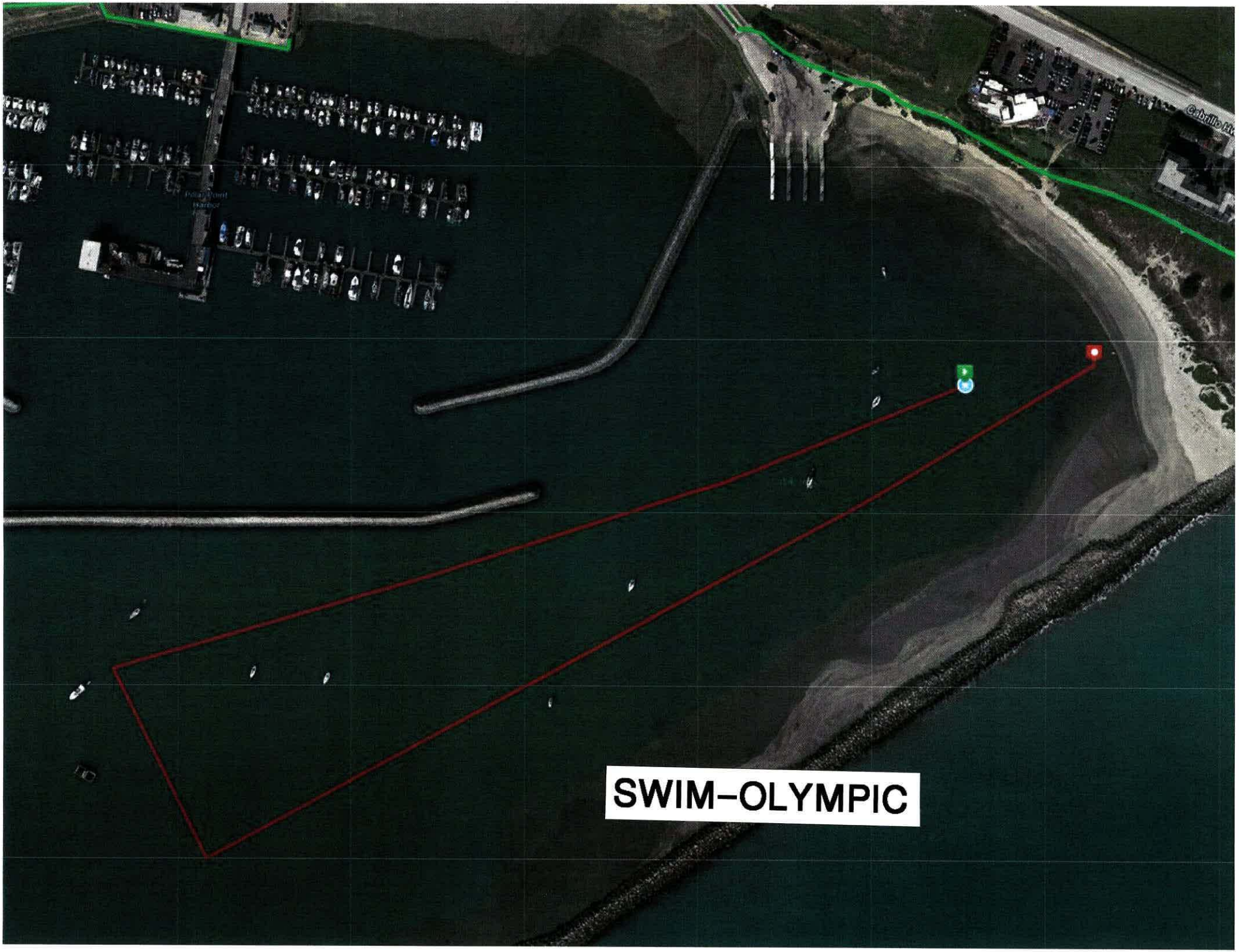
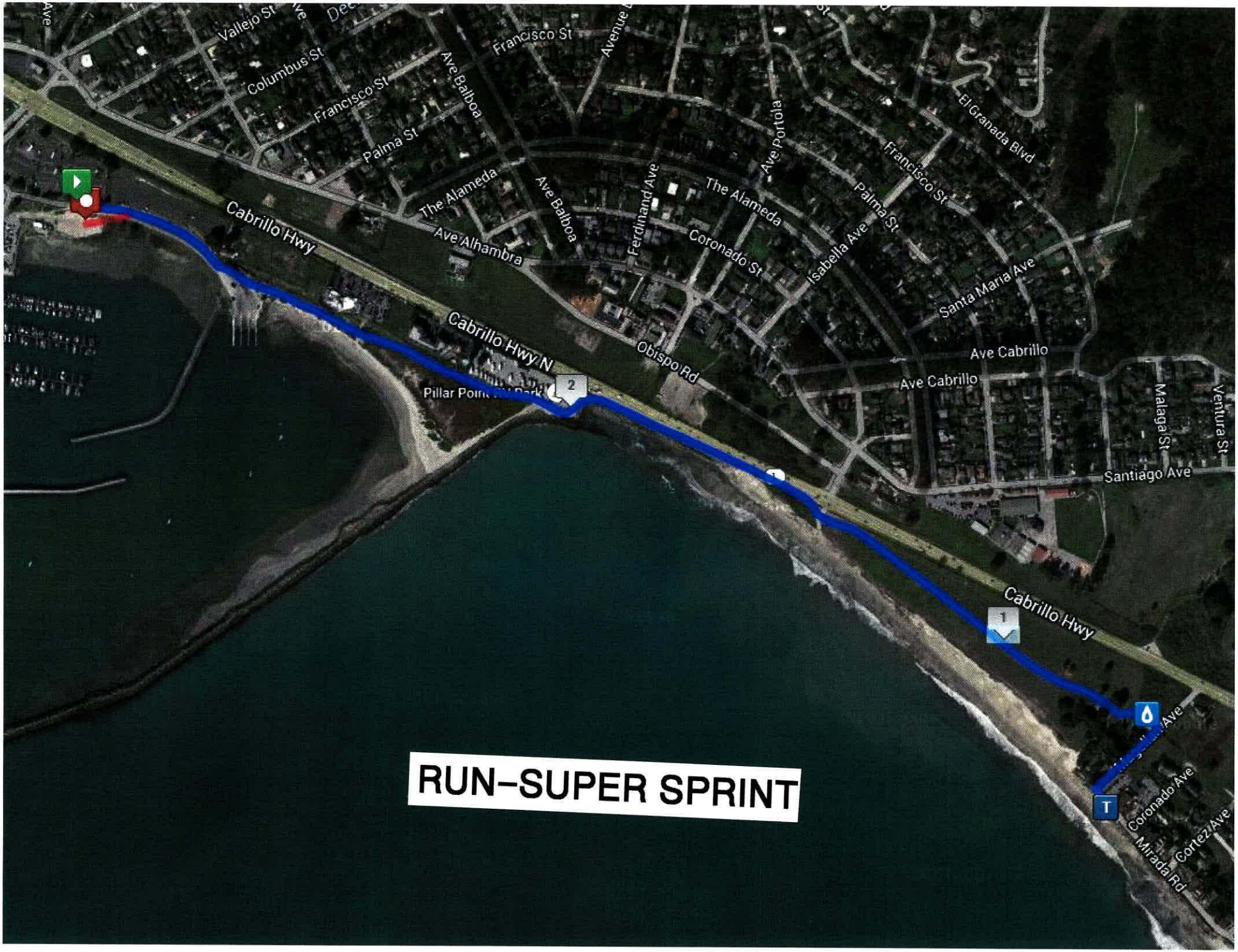
BIKE–SUPER SPRINT


Cabrillo Hwy N
SWIM–SUPER SPRINT


SWIM-OLYMPIC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Ave Balboa
Francisco St
Palma St
The Alameda
Ave Alhambra
Ave Balboa
Ferdinand Ave
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Coronado St
Ave Portola
Palma St
Francisco St
El Granada Blvd
Isabella Ave
Santa Maria Ave
Cabrillo Hwy
Cabrillo Hwy N
Obispo Rd
Ave Cabrillo
Ave Cabrillo
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Santiago Ave
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Cortez Ave
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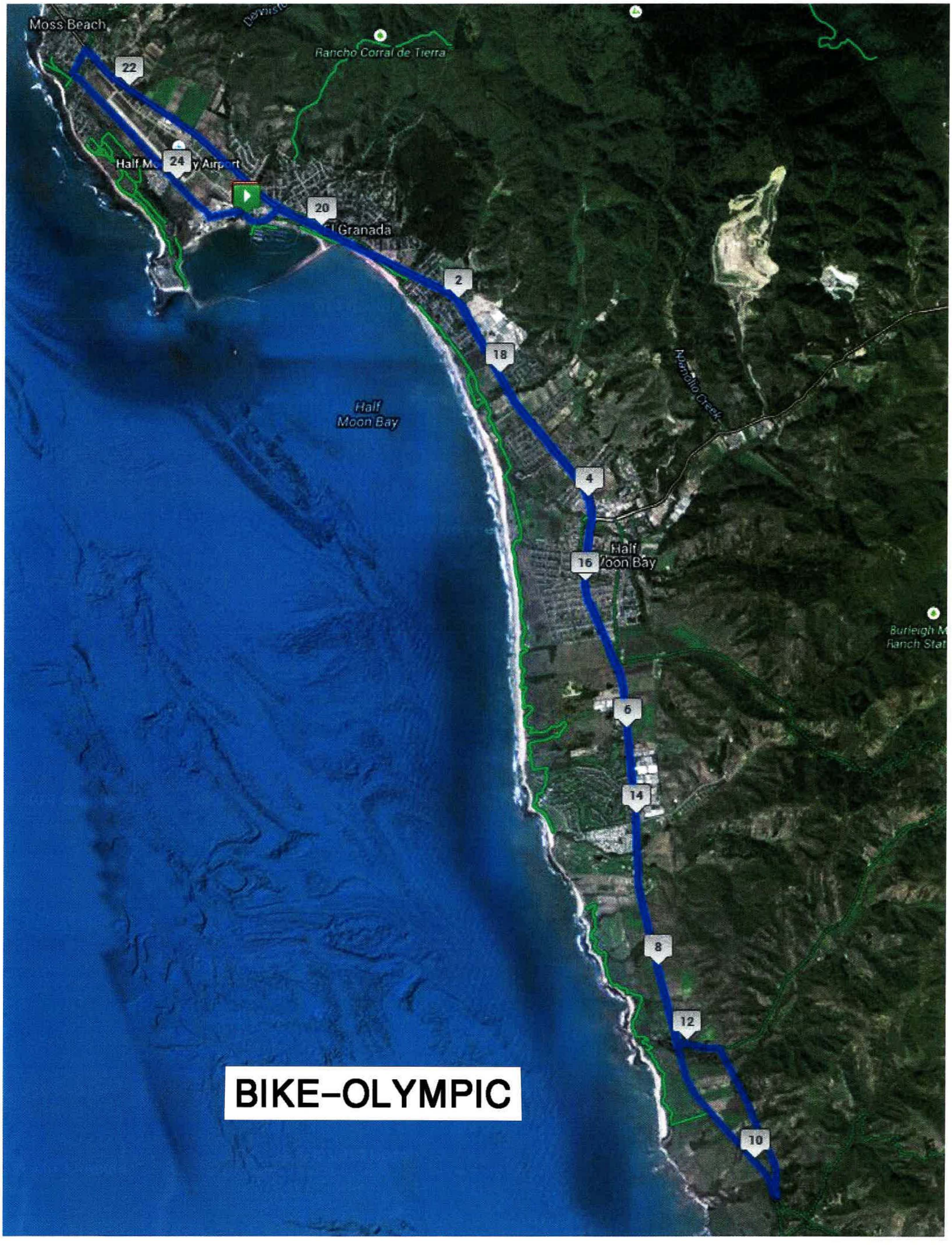
RUN–SUPER SPRINT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Rancho Corral de Tierra
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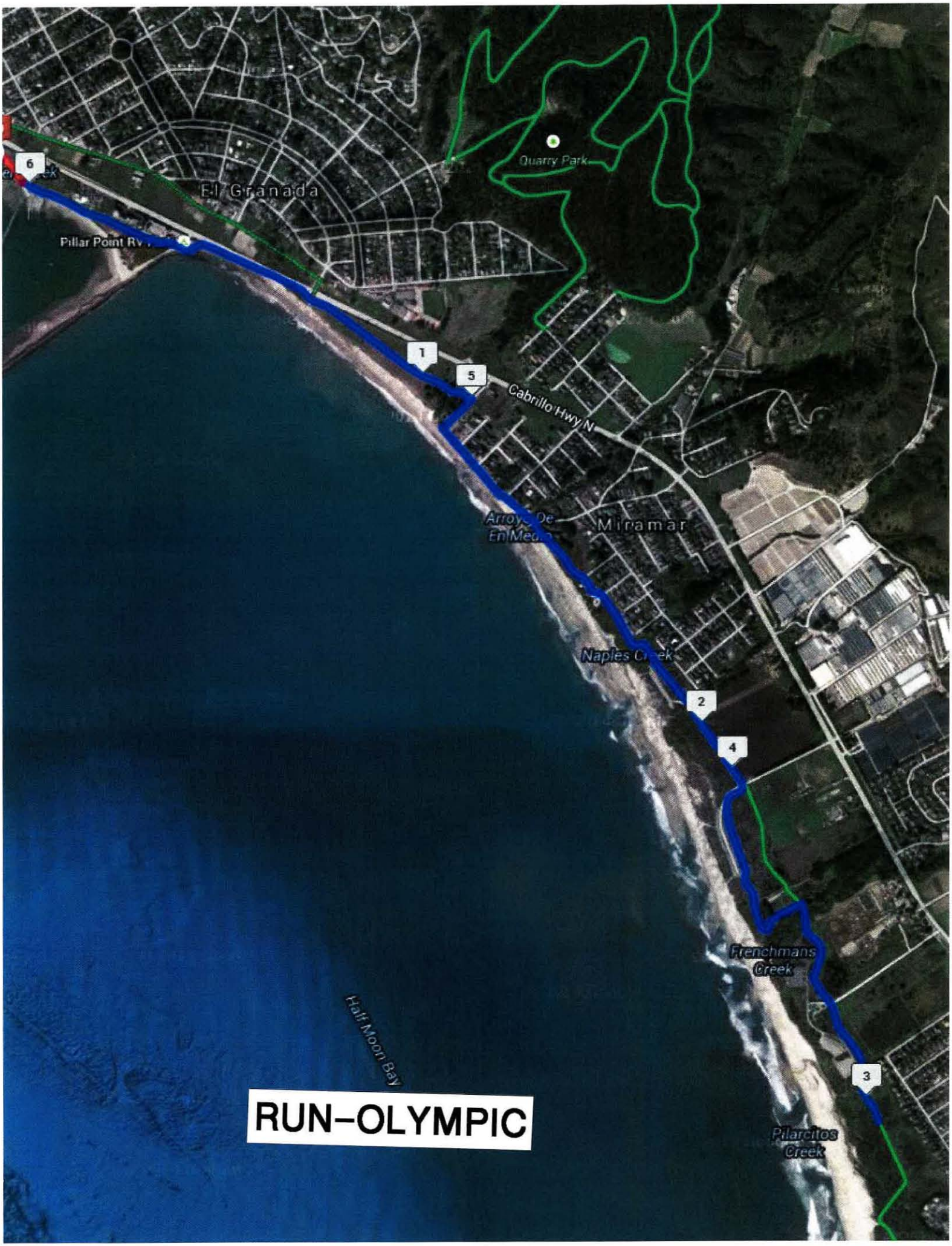
Half Moon Bay
BIKE-OLYMPIC


Quarry Park
El Granada
Pillar Point RV
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Cabrillo Hwy N
Miramar
Naples Creek
2
4
Frenchmans Creek
3
Pilarcitos Creek
Half Moon Bay
RUN–OLYMPIC

Staff Report

HARBOR COMMISSIONER BENEFITS PARITY

Recommendation—To Be Determined

Option 1. Make no changes to District policy. Under current Policy, Commissioners elected prior to 2014 may receive health insurance benefits or a cash pay-out in lieu of such benefits so long as they are in office, and may continue to do so if they are re-elected.

Option 2. Change District Policy such that upon commencement of any term of office, no Commissioner will receive health insurance benefits or a cash pay-out in lieu of such benefits. The existing Policy will continue in place with regard to Commissioners presently in office, and any changes to the Policy will apply upon commencement of a re-elected Commissioner's new term of office.

Background

The Board of Harbor Commissioners has asked to revisit the issue of health insurance benefits provided to Commissioners. This issue has come up from time to time.

- On January 27, 2014, the Board of Harbor Commissioner received an informational report (copy attached) that outlined benefits available to Harbor Commissioners at that time.
- On June 18, 2014, after receiving additional reports, (copy attached) the Board of Harbor Commissioners approved changes to the benefits offered to Harbor Commissioners. The Board chose to discontinue benefits for newly elected Commissioners but maintain the current benefits for sitting Commissioners for as long as they remain in office with no breaks in service, even if reelected.

Analysis

Under the California Constitution, the salary of an elected official cannot be reduced during his or her term of office. Both the California Courts of Appeal and the California Attorney General have interpreted the term "salary" in this section of the Constitution to include as elements of compensation, life and health insurance benefits, In sum, any change that the Commissioners vote to make to their compensation/benefits structure may not apply during the current terms of office of current Commissioners.

The District's Policy presently applies differently to Commissioners Parravano, Brennan, and Bernardo than it does to Commissioners David and Mattusch. Commissioners Bernardo, Brennan, Parravano are eligible to receive benefits under the Districts current Policy. Commissioner Bernardo does not avail himself of the benefits entitled him under the Policy. Commissioners David and Mattusch are not eligible to receive benefits under the current Policy

Fiscal Impact

A change in policy that reduces Commissioner benefits could reduce costs. The annualized cost of benefits projected for 2015 are as follows.

Parravano	$24,300 in the form of the health insurance benefit.
Brennan	$4,800. Commissioner Brennan began receiving a cash pay-out in lieu of benefits in mid year 2014 and so the total amount received in 2014 was $2,400
Bernardo	$0
David	$0
Mattusch	$0

San Mateo County Harbor District

Memo

DATE: January 27, 2014

TO: Board of Harbor Commissioners

THRU: Peter Grenell
General Manager

FROM: Marietta Harris
Human Resources Manager

RE: Informational Report on Harbor Commissioners Benefits

Currently, San Mateo County Harbor District Commissioners are eligible for health benefit coverage through Operating Engineers Public Employees Health & Welfare Trust Fund, Local Union No. 3, and Teamsters Local Union 856.

The District does not and has never provided lifetime health benefits.

Commissioners are eligible for the following benefits:

District Policy 6.4.1 - Offers Harbor Commissioners and all eligible dependents group health and medical insurance.

District Policy 6.4.2 – Offers Harbor Commissioners and their dependents group dental coverage.

District Policy 6.4.3 – Offers Harbor Commissioners and their dependents group optical benefits.

District Policy 6.4.4 – Pays for life insurance and AD&D coverage for Harbor Commissioners

District Policy 6.4.5 – Group Health and medical insurance pay out program for Harbor Commissioners

For Harbor Commissioners who would like to opt out of the coverage offered by the Harbor District, District Policy 6.4.5 allows Harbor Commissioners to either receive a payout of fifty percent of the cost of coverage or $400.00, whichever is less, or upon receipt of evidence of the Commissioner's payment of his or her own health and medical insurance premiums, deductibles, and/or co-payments, the District shall reimburse the Commissioner the amount the Commissioner paid for said insurance premiums, deductibles and/or co-payments up to the same level of coverage under the District's health and medical insurance program

District Policy 6.4.6 – Retirement System - San Mateo County Harbor Commissioners appointed or elected prior to 1/1/1994 or later are not eligible to participate under CalPERS.

District Policy 6.4.7 – Board of Harbor Commissioners appointed or elected after January 1, 1995 are not eligible to participate in the Longevity Health Insurance Program.

To be eligible for the longevity benefit, Commissioners appointed or elected prior to January 1, 1995, provided that the individual met all of the following conditions:

A. The individuals total service at the time of termination or leaving office, for any reason, is not less than twelve (12) years, even if service occurred prior to January 1, 1981;
B. The individual was an employee or served in office after January 1, 1981;
C. In the case of an employee, the individual's employment was not terminated for good cause; and
D. In the case of a Commissioner, he/she shall be deemed to have fulfilled the requisite twelve (12) years of service if he/she was appointed or elected to serve three (3) terms in office and actually served at least eleven (11) years and six (6) months in office.

Attached are copies of all policies pertaining to these benefits.

Current Harbor District Commissioners who receive any of the above-listed benefits are as follows:

- Commissioner Holsinger – Receives group health, dental, optical benefits.
- Commissioner Parravano – Receives group health, dental and optical benefits.
- Commissioner Tucker – Receives the payout option of $400.00 per month.

Both Commissioner Bernardo and Commissioner Brennan have not chosen any of the options available to them.

Former Harbor District Commissioners who receive or have received benefits:

- Former Commissioner Campbell – through the Longevity Health Insurance Program her dependent is eligible for paid health, dental and vision and life insurance benefits for 9.5 years (114 months) or when he ceases to be eligible upon his turning 26 years old.

- Former Commissioner Lee - through the Longevity Health Insurance Program his dependent was eligible for paid health, dental and vision and life insurance benefits was eligible and received benefits through June 2011.

San Mateo County Harbor District

Policy	Number: 6.4.1	Date of Approval: 4/5/2006	Adopted By: Resolution 39-97
Title: Group Health and Medical Insurance	**Prepared By:** P. Grenell E. Wilkerson	**Approved By:** Resolution 09-06	**Page:** Page 1 of 1
Purpose: To establish procedures for the administration of the District's personnel health and medical program and to establish guidelines for eligibility.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all regular full-time employees and Harbor Commissioners and all eligible dependents group health and medical insurance. Coverage for regular full-time employees becomes effective the first day of the month following the date of employment and coverage for Harbor Commissioners becomes effective the first day of the month following the official swearing in ceremony. Medical coverage may be continued during an approved leave of absence at the employee's own expense.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

2. DESCRIPTION OF PROCEDURES

During the in-processing of regular, full-time employees and Harbor Commissioners, the Human Resource Manager shall provide the eligible employee and/or Commissioner with enrollment forms for the District's health and medical insurance carrier.

Enrollment forms should be completed in the following instances:

1) New regular, full-time employees or Harbor Commissioners beginning service with the District.
2) Adding an eligible dependent.
3) Deleting a dependent.
4) Change in marital status.
5) Dependent reaching maximum age for coverage.

Enrollment cards are available from the Administration office. It is the employee's responsibility to notify the Administration of any change in dependent status by completing updated enrollment cards.

A regular, full-time employee on an approved leave of absence may continue health and medical insurance coverage under the same basis by paying the full cost to the District in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

Employees on Family Federal Leave Absence (FMLA) shall be entitled to maintain group health and medical coverage on the same basis as if he/she had continued to work at the District. The District shall continue paying the employee's benefits during the FMLA leave.

Upon termination of employment with the District, the employee may elect to continue health and medical insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (R.L. 99-272) (COBRA). The Administration or their designee provides eligible employees with information on COBRA.

San Mateo County Harbor District

Policy	Number: 6.4.2	Date of Approval: 4/5/2006	Adopted By: Resolution 10-06
Title: Group Dental Plan	Prepared By: E. Wilkerson	Approved By: Resolution 10-06	Page: Page 1 of 1
Purpose: To establish procedures for the administration and eligibility of the group dental plan.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees, Harbor Commissioners and their eligible dependents group dental coverage. Coverage is currently available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

Policy	Number: 6.4.3	Date of Approval: 4/5/2006	Adopted By: Resolution 11-06
Title: Employee Optical Benefit Program	Prepared By: E. Wilkerson	Approved By: Resolution 11-06	Page: Page 1 of 1
Purpose: To establish guidelines pertaining to the eligibility, application and administration of employee vision care.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees, Harbor Commissioners and their eligible dependents group optical coverage. Current coverage is available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

Optical benefits for represented employees shall be administered in accordance with current labor agreements.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

San Mateo County Harbor District

Policy	Number: 6.4.4	Date of Approval:	Adopted By: Resolution 12-06
Title: Life Insurance	Prepared By: E. Wilkerson	Approved By: Resolution 12-06	Page: Page 1 of 1
Purpose: To define policy for District personnel relative to life insurance.			

1. STATEMENTS OF POLICY

The District recognizes and appreciates its employees and to that end, pays premiums for life insurance and accidental death and dismemberment (AD&D) for those employees who are classified as full-time and for Harbor Commissioners. Paying for life insurance coverage and AD&D coverage to District employees and Commissioners, the District recognizes the importance of financial security to employee's family and loved ones in case of accidental death or dismemberment.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

2. LIFE INSURANCE

Coverage for life insurance is effective the first day of the month following the first day of employment. Changes in coverage amounts will become effective the first day of the month following the date of change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completely by the District.

Specific benefits and terms of the policy are provided each new employee by the Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary(s).

3. ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental death and dismemberment (AD&D) is also proved to full-time employees and Harbor Commissioners.

Coverage for accidental death and dismemberment is effective the first day of the month following the first day of employment. Changes in coverage amounts will become effective the first day of the month following the date of change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completely by the District.

Specific benefits and terms of the policy are provided each new employee by Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary(s).

San Mateo County Harbor District

Policy	Number: 6.4.5	Date of Approval: 09/21/2011	Adopted By: Resolution 39-97
Title: Group Health and Medical Insurance Pay Out Program	Prepared By: P. Grenell	Revised By: Resolution 04-02 Resolution 25-06 Resolution 19-11	Page: Page 1 of 1
Purpose: To establish policy guidelines on District's personnel health and medical insurance pay out program and to establish guidelines for eligibility.			

1.0 Statement of Policy

The San Mateo County Harbor District offers to all regular full-time employees and Harbor Commissioners and all eligible dependents group health and medical insurance, inclusive of medical, dental and vision. For those employees and Commissioners who provide evidence of alternative health and medical insurance, the District offers a Health and Medical Insurance Pay Out Program.

The District's Pay Out Program is available for health and medical insurance, dental insurance, and vision insurance. If the District is contracting with a carrier for a package of insurance, the payout is based on the package and the employee or Commissioner must show alternative evidence of coverage for all insurances in the package. If the District is contracting with individual carriers the payout may be on one or all of the eligible insurance (e.g. health and medical, dental and vision.)

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to affect cost savings to the District.

2.0 Pay Out

A. Employees

Any regular, full-time employee who provides evidence of alternative health and medical insurance may opt to withdraw from the District's health and medical insurance program. If the District will affect savings as a result of not having to pay premiums for these employees who withdraw from the program, fifty percent (50%) of such savings shall be returned to the individual in the form of a bonus payable concurrent with regular payroll. For employees who are eligible for single plan coverage but opt out, they shall receive fifty percent (50%) of District savings from the premiums for the single rate. Likewise for employees eligible for the family plan but opt out, they shall receive fifty percent (50%) of District savings from the premiums for the family rate. Employees hired after July 1, 2009, shall receive 50% of the aforementioned applicable rate or $400.00 whichever is less.

B. Commissioners

Any Harbor Commissioner who provides evidence of alternative health and medical insurance may opt to withdraw from the District's health and medical insurance program. Upon receipt of evidence of the Commissioner's payment of his or her own health and medical insurance premiums, deductibles, and/or co-payments, the District shall reimburse the Commissioner the amount the Commissioner paid for said insurance premiums, deductibles and/or co-payments for him/herself and his/her dependents up to the amount the District currently pays for the same level of coverage (e.g. single or family) under the District's health and medical insurance program; or as an alternative if the Commissioners prefers and is eligible for family plan coverage, the Commissioner shall received fifty percent of $400.00, whichever is less. Under no circumstances shall the total reimbursement exceed the District payment for the same level of coverage under the District health and medical insurance program.

San Mateo County Harbor District

Policy	Number: 6.4.6	Date of Approval: 4/19/2006	Adopted By: Resolution 26-06
Title: Retirement System	Prepared By: E. Wilkerson	Approved By: Resolution 26-06	Page: Page 1 of 1
Purpose: To outline procedures for the administration of the District's Retirement System.			

1. STATEMENT OF POLICY

All regular full-time San Mateo County Harbor District employees shall participate under the California Public Employees' Retirement System (CalPERS). Commissioners appointed or elected prior to 1/1/1994 shall participate under CalPERS. Commissioners appointed or elected on 1/1/1994 or later are not eligible to participate under CalPERS (See Policy 6.4.8 Social Security).

Part-time employees working over 1000 hours in a year are required to participate in the CalPERS retirement system based on CalPERS retirement law.

Retirement benefits accrue from both employee and employer contributions. Contributions to the retirement system are mandatory for eligible positions and are deducted from the member's salary each payroll period.

The Retirement System provides for retirement benefits and disability protection when a member meets the plan requirements. Employer contributions are not refundable under any circumstance. Employees are vested with a minimum of five years of service under the plan.

If a member terminates service without retiring, accumulated contributions, with earned interest, are refundable upon request through CalPERS. Annual benefit statements are provided by the Retirement System to participating members. Employees may request an estimate of benefits from the retirement system at any time to obtain an approximate projected retirement benefit figure.

Enrollment and benefits forms are available through the District and CalPERS. It is the employee's individual responsibility to keep information on file up to date related to their retirement account as to name, address and beneficiary(s).

Employees who plan to retire from the system are encouraged to contact the Retirement System at least 90 days in advance of the anticipated retirement date to secure estimate of benefits information and to finalize the retirement date. This action should also be coordinated with the Administration.

Policy	Number: 6.4.7	Date of Approval: 06/07/2006	Adopted By: Resolution 27-06
Title: Longevity Health Insurance Program	Prepared By: E. Wilkerson	Approved By: Resolution 38-06	Page: Page 1 of 2
Purpose: To establish procedures for the administration of the District's longevity health insurance program and to establish guidelines for eligibility.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District has established the longevity health insurance program to recognize and benefit those long time employees who have worked for the harbor district not less than twelve (12) years. Commissioners appointed or elected after January 1, 1995 are not eligible to participate in the longevity health insurance program (G.C. §53201).

Resolution 28-87 was adopted July 15, 1987 and provided for the following:

Any employee, officer, or official of the San Mateo County Harbor District, including members of the Board of Harbor Commissioners, (all hererinafter referred to as the "individual") and any of their eligible dependents, shall be entitled to continue the individual's and dependent's then existing health, dental and vision benefits, and life insurance, at District expense, upon leaving District employment, or leaving office, provided that the individual meets all of the following conditions:

A. the individuals total service at the time of termination or leaving office, for any reason, is not less than twelve (12) years, even if said service occurred prior to January 1, 1981;

B. the individual was an employee or served in office after January 1, 1981;

C. in the case of an employee, the individual's employment was not terminated for good cause; and

D. in the case of a Commissioner, he/she shall be deemed to have fulfilled the requisite twelve (12) years of service if he/she was appointed or elected to serve three (3) terms in office and actually served at least eleven (11) years and six (6) months in office.

The District shall pay the premiums or other charges for qualifying individual's continuing coverage for health, dental, vision and life insurance benefits pursuant to the following formula: for each two months of service of an individual, the District will pay one month's premium for said life insurance. The premium paid shall be that to provide, at the minimum, the standard health, dental, and vision and life insurance benefits provided to the individual and/or his/her dependents at the time the individual leaves District employment, or leaves office, plus any additions to coverage or increased policy limits provided to continuing employees, or Board members, subject to the provisions of the insurance itself which may limit the level of continuing benefits or coverage. Thereafter, the individual may continue the health and welfare or insurance benefits by personal payment if authorized by the respective carriers. If a qualified individual dies before the District's obligation to pay premiums expires, the District will continue to pay the applicable premiums for the individual's and/or dependents, if any, until the District's obligation under this resolution expires.

If any individual who is otherwise eligible for these continuing benefits obtains similar (not necessary comparable) benefits through any new employment or service with a public or private entity, other than

benefits provided as a self-employed individual, the premiums paid by District for said benefit shall cease permanently, regardless of the cessation of said secondary employment benefit(s).

Any qualified individual has the right to demand that the District make direct payment of the cost of the then applicable health and welfare or life insurance premiums to any other carrier or provider of the individual's choosing. Such payments shall not exceed that which the District would have paid had the individual remained in the District's available program(s).

ITEM 9

San Mateo County Harbor District

Memo

DATE: April 22, 2014

TO: Board of Harbor Commissioners

THRU: Peter Grenell
General Manager

FROM: Marietta Harris
Human Resources Manager

RE: Changes to Harbor Commissioners Benefits

RECOMMENDATION

To be determined.

BACKGROUND

Currently, San Mateo County Harbor District Commissioners are eligible for benefits as outlined in the January 27, 2014 memo to the Board (copy attached). These benefits include health, dental, vision and life insurance plans. Per the Board's request, this staff report addresses options available to the District if the Board determines that it wishes to make changes to benefits currently offered.

In preparing this memo, staff consulted with Liebert, Cassidy, and Whitmore regarding the recently-enacted Patient Protection and Affordable Care Act (ACA), which mandates that certain employers provide healthcare insurance to their employees, in order to determine if the District is obligated to offer health coverage to commissioners. Liebert, Cassidy, and Whitmore determined that the District is not an "Applicable Large Employer" under the ACA, and therefore the District is not required to provide health insurance to its employees.

The applicable body of law regarding publicly elected officials' salary and benefits is found in California state law. The California Constitution explicitly states that the salary of an elected official cannot be reduced during his or her term of office. CAL. CONST., art. III, §4. Both the California Courts of Appeal and the California Attorney General have interpreted the term "salary" in this section of the Constitution to say that all elements of compensation, including life and health benefits, become contractually vested upon a publically elected official taking office. Thorning v. Hollister School Dist., 11 Cal.App.4th 1598, 1606 (6th Dist. 1992); see also 67 Ops.Cal.Atty.Gen 510, 512 (1984). As such, those contractually vested benefits cannot be discontinued during a member's term in office.

Based on the above, the Board of Harbor District Commissioners therefore has the following options regarding benefits offered to Commissioners:

Option #1 – No change:

The Board could continue to offer benefits to current and future Commissioners pursuant to District Policy 6.4.1 ("Group Health and Medical Insurance"), District Policy 6.4.2 ("Group Dental Plan"), and 6.4.3 ("Employee Optical Benefit Program"). The Board could also choose to maintain the same life insurance benefit under District Policy 6.4.4 ("Life Insurance").

Option #2 – Discontinue benefits in future terms of office:

The Board could choose to alter or eliminate one or more of the benefits offered to Commissioners, but any change would not be effective until after the next Board election. In other words, the altered or eliminated benefits would continue to be offered to the Commissioners currently holding office but would terminate at the end of their current terms. Newly elected or reelected Commissioners would only be entitled to the newly authorized benefits at the next election.

Option #3 – Discontinue benefits for newly elected Commissioners:

The Board could also choose to alter or discontinue benefits for newly elected Commissioners but maintain the current benefits for reelected Commissioners for as long as they remain in office with no breaks in service. This differs from Option #2, above, in that reelected Commissioners would still have access to benefits if they are reelected.

If the Board of Harbor Commissioners selects one of the options for changes to benefits listed above, staff will bring Resolutions for adoption along with amendments to applicable policies including:

District Policy 6.4.1 – Group Health and Medical Insurance

District Policy 6.4.2 – Group Dental Plan
District Policy 6.4.3 – Employee Optical Benefit Program
District Policy 6.4.4 – Life Insurance

District Policy 6.4.5- Group Health and Medical Insurance Pay Out Program:

If the Board decides to alter or discontinue currently offered benefits, staff will also bring, for the Board's consideration, changes to the language in current District policies which authorize reimbursement to Commissioners who currently maintain their own health insurance, but are entitled to reimbursement. The reimbursement language is outlined in District Policy 6.4.5.2(B).

ITEM 12

San Mateo County Harbor District

Memo

DATE: June 11, 2014

TO: Board of Harbor Commissioners

THRU: Peter Grenell
General Manager

FROM: Marietta Harris
Human Resources Manager

RE: Changes to Harbor Commissioners Benefits

RECOMMENDATION

To be determined.

BACKGROUND

At the May 7, 2014 Board Meeting staff provided the Board of Harbor Commissioners with information on current Harbor District commissioner benefits in regard to health, dental, vision, and life insurance, with options for changes that could be made. (See attached memo)

Staff was requested to research the following:

- Would Commissioners of the Harbor District be eligible for a self-pay?
- What do other comparable agencies offer their part time commissioners?

The Commissioners of the Harbor District would be eligible for a self-pay benefit. The Commissioners would have the option of signing up for coverage through Teamsters Local 856 or Operating Engineers Local Union 3. The costs for coverage are as follows:

- Teamsters Local Union #856 - $1,638.00 per month
  (cost is the same for single and family coverage)

- Operating Engineers Local Union #3- $639 - $1,538 per month
  (cost would depend on single or family coverage)

Comparable Agencies coverage:

Special District	Amount for Healthcare Benefits
North Coast County Water District	$18,000 – 22,310 annually for each Board Member
Santa Cruz Port District	0
Moss Landing Harbor District	0
Humboldt Bay Harbor Recreation and Conservation District	0
Port San Luis Harbor District	0
Crescent City Harbor District	Up to $641.08 monthly for each Commissioner based on reimbursement of individual insurance premium cost.
Oxnard Harbor District	$1,993 to $14,521 annually for each Board Member
Mid-Peninsula Water District	$16,497 to $21,818 annually for each Board Member
Coastside County Water District	0
Westborough County Water District	$1,800 to $2,700 annually for each Board Member
Montara Sanitary District	0
Granada Sanitary District	0

(This information was obtained from the State of California Controller's Office, Government Compensation website.)

ITEM 2

Memorandum

TO: San Mateo County Harbor District Commissioners

FROM: Marietta Harris, Human Resource Manager

DATE: October 28, 2014

SUBJECT: **Approve Amendment of Policies for changes to Commissioner Benefits**

STAFF RECOMMENDATION

1) Adopt the following Resolutions:

- 30-14 - Amend Policy 6.4.1 – Group Health and Medical Insurance
- 31-14 – Amend Policy 6.4.2 – Group Dental Plan
- 32-14 – Amend Policy 6.4.3 - Employee Optical Benefit Program
- 33-14 – Amend Policy 6.4.4- Life Insurance
- 34-14 – Amend Policy 6.4.5 - Group Health and Medical Insurance Pay-Out Program

EXECUTIVE SUMMARY

On June 18, 2014, the Board of Harbor Commissioners approved changes to the benefits offered to Harbor Commissioners. The Board chose to discontinue benefits for newly elected Commissioners but maintain the current benefits for reelected Commissioners for as long as they remain in office with no breaks in service.

Conclusion

The Board of Commissioners should approve the above resolutions, which revises policies associated with benefits for Harbor Commissioners.

San Mateo County Harbor District

Policies and Procedures	Number: 6.4.1	Date: 04/05/2006 Rev. 11/05/2014	Revision: Resolution 39-97
Title: Group Health and Medical Insurance	**Prepared By:** P. Grenell E. Wilkerson M. Harris	**Approved By:** Resolution 09-06 Resolution 30-14	**Page:** Page 1 of 2
Purpose: To establish procedures for the administration of the District's personnel health and medical program and to establish guidelines for eligibility.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all regular full-time employees ~~and Harbor Commissioners~~ and all eligible dependents group health and medical insurance. Coverage for regular full-time employees becomes effective the first day of the month following the date of employment ~~and coverage for Harbor Commissioners becomes effective the first day of the month following the official swearing in ceremony.~~ Medical coverage may be continued during an approved leave of absence at the employee's own expense.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

The San Mateo County Harbor District offers group health and medical insurance to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014. Those commissioners may maintain or elect benefits as long as they remain in office by re-election or appointment, with no breaks in service.

Harbor Commissioners newly elected after November 4, 2014 are not eligible to receive health and medical insurance benefits.

2. DESCRIPTION OF PROCEDURES

During the in-processing of regular, full-time employees ~~and Harbor Commissioners~~, the Human Resource Manager shall provide the eligible employee ~~and/or Commissioner~~ with enrollment forms for the District's health and medical insurance carrier.

Enrollment forms should be completed in the ~~following~~ various instances, including but not limited to:

1.) New regular, full-time employees ~~or Harbor Commissioners~~ beginning service with the District.

2.) Adding an eligible dependent.

3.) Deleting a dependent.

4.) Change in marital status

~~5.) Dependent reaching maximum age for coverage.~~

Enrollment cards are available from the Administration office. It is the employee's responsibility to notify the Administration of any change in dependent status by completing updated enrollment cards.

A regular, full-time employee on an approved leave of absence my continue health and medical insurance coverage under the same basis by paying the full cost to the District in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

Employees on Family Medical Leave Act (FMLA) shall be entitled to maintain group health and medical coverage on the same basis as if he/she had continued to work at the District. The District shall continue paying the employee's benefits during the FMLA leave.

Upon termination of employment with the District, the employee may elect to continue health and medical insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (R.I. 99-272) (COBRA). The Administration or their designee provides eligible employees with information on COBRA.

San Mateo County Harbor District

Policy	Number: 6.4.1	Date of Approval: 4/5/2006	Adopted By: Resolution 39-97
Title: Group Health and Medical Insurance	Prepared By: P. Grenell E. Wilkerson	Approved By: Resolution 09-06	Page: Page 1 of 1
Purpose: To establish procedures for the administration of the District's personnel health and medical program and to establish guidelines for eligibility.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all regular full-time employees and Harbor Commissioners and all eligible dependents group health and medical insurance. Coverage for regular full-time employees becomes effective the first day of the month following the date of employment and coverage for Harbor Commissioners becomes effective the first day of the month following the official swearing in ceremony. Medical coverage may be continued during an approved leave of absence at the employee's own expense.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

2. DESCRIPTION OF PROCEDURES

During the in-processing of regular, full-time employees and Harbor Commissioners, the Human Resource Manager shall provide the eligible employee and/or Commissioner with enrollment forms for the District's health and medical insurance carrier.

Enrollment forms should be completed in the following instances:

1) New regular, full-time employees or Harbor Commissioners beginning service with the District.
2) Adding an eligible dependent.
3) Deleting a dependent.
4) Change in marital status.
5) Dependent reaching maximum age for coverage.

Enrollment cards are available from the Administration office. It is the employee's responsibility to notify the Administration of any change in dependent status by completing updated enrollment cards.

A regular, full-time employee on an approved leave of absence may continue health and medical insurance coverage under the same basis by paying the full cost to the District in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

Employees on Family Federal Leave Absence (FMLA) shall be entitled to maintain group health and medical coverage on the same basis as if he/she had continued to work at the District. The District shall continue paying the employee's benefits during the FMLA leave.

Upon termination of employment with the District, the employee may elect to continue health and medical insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (R.L. 99-272) (COBRA). The Administration or their designee provides eligible employees with information on COBRA.

Resolution 30-14

To Supersede Resolution 09-06 and to Amend District Policy 6.4.1 – Group Health and Medical Insurance

Whereas, The Board of Harbor Commissioners approved Policy 6.4.1 Group Health and Medical Insurance dated April 5, 2006 by Resolution 09-06; and

Whereas, The Board of Harbor Commissioners has determined that Policy 6.4.1 Group Health and Medical Insurance needs to be amended to change eligibility of Harbor Commissioners to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014, those commissioners may maintain or elect benefits as long as they remain in office, by re-election or appointment, with no breaks in service.

Therefore, be it resolved that the Board of Harbor Commissioners does hereby approve Policy 6.4.1 Group Health and Medical Insurance as amended in the attachment to this Resolution and incorporated by reference herein; and

Further, be it resolved that the Board of Harbor Commissioners does hereby adopt this Resolution 30-14 which shall supersede Resolution 09-06.

Approved this 5th Day of November 2014 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Abstaining:

Absent:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Pietro Parravano
President

DRAFT

San Mateo County Harbor District

Policies and Procedures	Number: 6.4.2	Date: 4/5/2006 11/05/2014	Adopted by: Resolution 10-06 Resolution 31-14
Title: Group Dental Plan	Prepared By: E. Wilkerson M. Harris	Approved By:	Page: Page 1 of 1
Purpose: To establish procedures for the administration and eligibility of the group dental plan.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees~~, Harbor Commissioners~~ and their eligible dependents group dental coverage. Coverage is currently available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

The San Mateo County Harbor District offers group dental insurance to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014. Those commissioners may maintain or elect benefits as long as they remain in office, by re-election or appointment, with no breaks in service.

Harbor Commissioners newly elected after November 4, 2014 are not eligible to receive group dental insurance.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

San Mateo County Harbor District

Policy	Number: 6.4.2	Date of Approval: 4/5/2006	Adopted By: Resolution 10-06
Title: Group Dental Plan	Prepared By: E. Wilkerson	Approved By: Resolution 10-06	Page: Page 1 of 1
Purpose: To establish procedures for the administration and eligibility of the group dental plan.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees, Harbor Commissioners and their eligible dependents group dental coverage. Coverage is currently available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

Resolution 31-14

To Supersede Resolution 10-06 and to Amend District Policy 6.4.2 – Group Dental Plan

Whereas, The Board of Harbor Commissioners approved Policy 6.4.2 Group Dental Plan dated April 5, 2006 by Resolution 10-06; and

Whereas, The Board of Harbor Commissioners has determined that Policy 6.4.2 Group Dental Plan needs to be amended to change eligibility of Harbor Commissioners to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014, those commissioners may maintain or elect benefits as long as they remain in office, by re-election or appointment, with no breaks in service.

Therefore, be it resolved that the Board of Harbor Commissioners does hereby approve Policy 6.4.2 Group Dental Plan as amended in the attachment to this Resolution and incorporated by reference herein; and

Further, be it resolved that the Board of Harbor Commissioners does hereby adopt this Resolution 31-14 which shall supersede Resolution 10-06.

Approved this 5th Day of November 2014 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:
Against:
Abstaining:
Absent:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Pietro Parravano
President

DRAFT

San Mateo County Harbor District

Policies and Procedures	Number: 6.4.3	Date: 4/5/2006 11/05/2014	Adopted by: Resolution 11-06 Resolution 32-14
Title: Employee Optical Benefit Program	Prepared By: E. Wilkerson M. Harris	Approved By: Board of Harbor Commissioners	Page: Page 1 of 1
Purpose: To establish guidelines pertaining to the eligibility, application and administration of employee vision care.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees~~, Harbor Commissioners~~ and their eligible dependents group optical coverage. Current coverage is available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

The San Mateo County Harbor District offers group dental insurance to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014. Those commissioners may maintain or elect benefits as long as they remain in office, by re-election or appointment, with no breaks in service.

Harbor Commissioners newly elected after November 4, 2014 are not elibile to receive group dental insurance.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

Optical benefits for represented employees shall be administered in accordance with current labor agreements.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

San Mateo County Harbor District

Policy	Number: 6.4.3	Date of Approval: 4/5/2006	Adopted By: Resolution 11-06
Title: Employee Optical Benefit Program	Prepared By: E. Wilkerson	Approved By: Resolution 11-06	Page: Page 1 of 1
Purpose: To establish guidelines pertaining to the eligibility, application and administration of employee vision care.			

1. STATEMENT OF POLICY

The San Mateo County Harbor District offers to all its regular full-time employees, Harbor Commissioners and their eligible dependents group optical coverage. Current coverage is available through Operating Engineers Public Employees Health & Welfare Trust Fund and Teamsters Local Union No. 856.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Manager.

Optical benefits for represented employees shall be administered in accordance with current labor agreements.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

Resolution 32-14

To Supersede Resolution 11-06 and to Amend District Policy 6.4.3 – Employee Optical Benefit Program

Whereas, The Board of Harbor Commissioners approved Policy 6.4.3 Employee Optical Benefit Program dated April 5, 2006 by Resolution 11-06; and

Whereas, The Board of Harbor Commissioners has determined that Policy 6.4.3 Employee Optical Benefit Program needs to be amended to change eligibility of Harbor Commissioners to Harbor Commissioners (and eligible dependents) who were in office as of June 18, 2014, those commissioners may maintain or elect benefits as long as they remain in office, by re-election or appointment, with no breaks in service.

Therefore, be it resolved that the Board of Harbor Commissioners does hereby approve Policy 6.4.3 Employee Optical Benefit Program as amended in the attachment to this Resolution and incorporated by reference herein; and

Further, be it resolved that the Board of Harbor Commissioners does hereby adopt this Resolution 32-14 which shall supersede Resolution 11-06.

Approved this 5th Day of November 2014 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:
Against:
Abstaining:
Absent:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Nixon
Deputy Secretary

Pietro Parravano
President

San Mateo County Harbor District

Policies and Procedures	Number: 6.4.4	Date of Approval: 4/5/2006	Revision: Resolution 12-06 Resolution 33-14
Title: Life Insurance	Prepared By: E. Wilkerson M. Harris	Approved By: Board of Harbor Commissioners	Page: Page 1 of 1
Purpose: To define policy for District personnel relative to Life Insurance			

1. STATEMENT OF POLICY

The District recognizes and appreciates its employees and to that end, pays premium life insurance and accidental death and dismemberment (AD&D) for those employees who are classified as full-time~~, and for Harbor Commissioners~~. Paying for life insurance coverage and AD&D coverage to District employees and ~~Commissioners~~, the District recognizes the importance of financial security to employee's family and loved ones in case of accidental death or dismemberment.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect costs savings to the District.

2. LIFE INSURANCE

Coverage for life insurance is effective the first day of the month following the first day of employment. Changes in coverages amount will become effective thee first day of the month following the date of the change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completed by the District.

Specific benefits and terms of the policy are provided each new employee by the Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address and beneficiary(s).

3. ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental death and dismemberment (AD&D) is also provided to full-time employees ~~and Harbor Commissioners.~~

Coverage for accidental death and dismemberment is effective the first day of the month following the first day of employment. Changes in coverage amounts will become effective the first day of the month following the date of change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completely by the District.

Specific benefits and terms of the policy are provided to each new employee by the Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary (s).

Only those Harbor Commissioners in office as of June 18, 2014, and who remain in office, by re-election or appointment, with no breaks in service, are eligible to receive the District's Life Insurance or Accidental Death and Dismemberment.

San Mateo County Harbor District

Policy	Number: 6.4.4	Date of Approval:	Adopted By: Resolution 12-06
Title: Life Insurance	Prepared By: E. Wilkerson	Approved By: Resolution 12-06	Page: Page 1 of 1
Purpose: To define policy for District personnel relative to life insurance.			

1. STATEMENTS OF POLICY

The District recognizes and appreciates its employees and to that end, pays premiums for life insurance and accidental death and dismemberment (AD&D) for those employees who are classified as full-time and for Harbor Commissioners. Paying for life insurance coverage and AD&D coverage to District employees and Commissioners, the District recognizes the importance of financial security to employee's family and loved ones in case of accidental death or dismemberment.

The District reserves the right to seek out and obtain comparable coverage on an annual basis in order to effect cost savings to the District.

2. LIFE INSURANCE

Coverage for life insurance is effective the first day of the month following the first day of employment. Changes in coverage amounts will become effective the first day of the month following the date of change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completely by the District.

Specific benefits and terms of the policy are provided each new employee by the Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary(s).

3. ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental death and dismemberment (AD&D) is also proved to full-time employees and Harbor Commissioners.

Coverage for accidental death and dismemberment is effective the first day of the month following the first day of employment. Changes in coverage amounts will become effective the first day of the month following the date of change. Coverage will terminate upon the employee or Commissioner leaving District employment, the employee moves to a part-time status, or the policy is discontinued completely by the District.

Specific benefits and terms of the policy are provided each new employee by Human Resource Manager. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary(s).

San Mateo County Harbor District

ITEM 8

Board of Harbor Commissioners

Sabrina Brennan, President
Tom Mattusch, Vice President
Nicole David, Secretary
Robert Bernardo, Commissioner
Pietro Parravano, Commissioner

Scott Grindy, Acting General Manager & Treasurer

ORAL REPORT

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

San Mateo County Harbor District

ITEM 9

Board of Harbor Commissioners

Sabrina Brennan, President
Tom Mattusch, Vice President
Nicole David, Secretary
Robert Bernardo, Commissioner
Pietro Parravano, Commissioner

Scott Grindy, Acting General Manager & Treasurer

ORAL REPORT

400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080
(650) 583-4400 T
(650) 583-4611 F

SAN MATEO COUNTY HARBOR DISTRICT
QUARTERLY INVESTMENT BALANCES REPORT

ITEM 10

As required by Section 12 (Reporting) of the Investment Policy of the San Mateo County Harbor District, I am submitting to each member of the Board of Harbor Commissioners a Quarterly Investment Report.

The following cash and investments were held by the San Mateo County Harbor District as of December 31, 2014:

CASH		**AMOUNT**	**AVERAGE FY RATE**
Petty Cash	$	2,300.00	-
US Bank - Operations		864,215.84	-
US Bank - Payroll		0.00	-
Total Cash		866,515.84	-
INVESTMENTS			
Local Agency Investment Fund (LAIF)		6,893.28	0.25%
San Mateo County Investment Pool		12,385,279.48	0.81%
San Mateo County Investment Pool - Restricted		1,781,174.04	0.81%
Total Investments		14,173,346.80	
Total Cash and Investments		***$ 15,039,862.64***	

The District typically invests in: The Local Agency Investment Fund (LAIF), the San Mateo County Investment Pool, Collateralized CDs and FDIC Insured accounts, which require current statements to satisfy the reporting requirement.

Category			
Restricted	Reserved for Debt Service - DBW Loan Collateral	$	1,701,349.00
Committed	Emergency Reserve		1,619,464.00
Committed	Reserve for District Office		1,526,217.72
Committed	Capital Improvements Reserves		586,500.00
Assigned	Payables Liability		93,694.92
Assigned	Unfunded Health Insurance Termination Benefit Liability		3,489,253.00
Assigned	Debt Service Liability-DBW Loan payment due 12/31/15		1,393,093.77
Assigned	Encumbrances for Capital Projects		616,627.52
Assigned	Customer Deposits Liability		299,845.77
Assigned	Customer's Prepayments Liability		249,897.04
Unassigned			3,463,919.90
Total All Categories			***$ 15,039,862.64***

Category Descriptions:

Restricted:
Amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers or enabling legislation.

Committed:
Amounts that can be used for the specific purposes determinted by a formal action of the government's highest level of decision-making authority. Committed amounts can be changed by formal action of the decision making authority if necessary.

Assigned:
Amounts that are intended to be used by government for specific purposes but do not meet the criteria to be classified as restricted or committed.

Unassigned:
Residual classification and includes all spendable amounts not contained in other classifications.

Certifications:

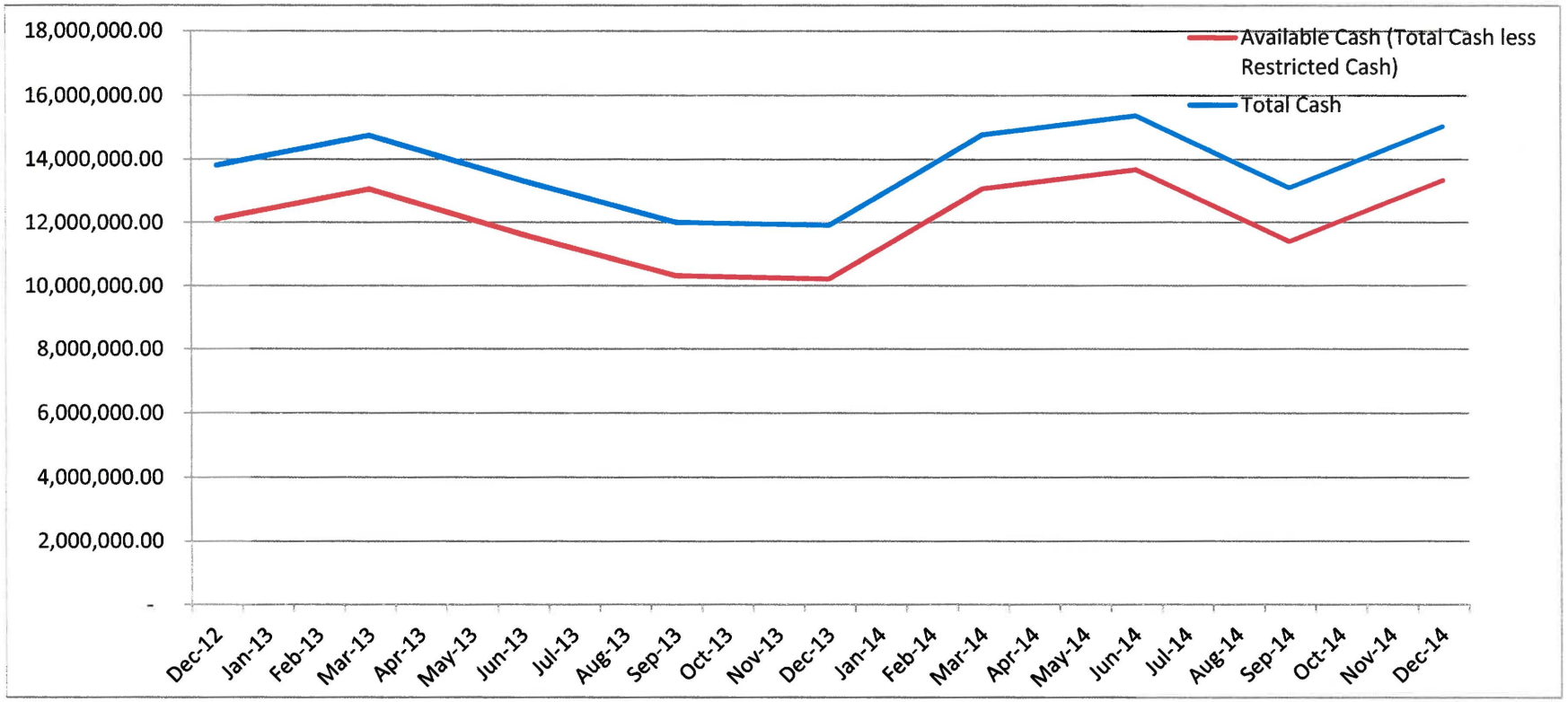
I certify that all investment actions executed since the Investment Policy was adopted on September 15, 2004, have been made in full compliance with the Investment Policy and the San Mateo County Harbor District will meet its expenditure obligations for the next six months.

Debra Galarza — Date: 2/6/15
Director of Finance

Reviewed By:

Scott Grindy — Date: 2-6-15
Treasurer - San Mateo County Harbor District

SAN MATEO COUNTY HARBOR DISTRICT
QUARTERLY INVESTMENT BALANCES REPORT



ITEM 11

Memorandum

TO: Harbor Commissioners

FROM: Debra Galarza & Belen Cruz

RE: Bills & Claims for Period Ending 3/4/15

Total Disbursements being submitted for your review:	$	147,990.11
These include:		
Handchecks in the amount of:	$	42,288.66
Payables in the amount of:	$	105,701.45

Dept. Code	Description			Page Reference
101	Harbor Commission	$	7,570.71	2
103	Administration	$	9,736.74	2
201	Pillar Point Harbor	$	47,970.96	2
301	Oyster Point Marina	$	1,596.42	2
	Payroll Related	$	81,115.28	2
	Total for Review	$	147,990.11	2

Notes:

Handchecks Written for:

Payroll Related	$	24,921.31
Invoices with Due Dates on or Before Board Meeting	$	17,367.35
Total Handchecks Written	$	42,288.66

BILLS CLAIMS FOR 3/4/15 BOARD MEETING

VENDOR	DESCRIPTION	AMOUNT	PAYROLL RELATED	COMM 101	ADMIN 103	PILLAR POINT 201	OYSTER POINT 301
ADP, INC.	PAYROLL PROCESSING	833.75		126.32	176.86	341.08	189.49
ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	230.70					230.70
AT & T LONG DISTANCE	TELEPHONE/COMMUNICATIONS	4.87					4.87
AT&T	TELEPHONE/COMMUNICATIONS	11.84				11.84	
BLUE RIBBON SUPPLY	OPERATING SUPPLIES	643.20				643.20	
SABRINA BRENNAN	SEMINARS/PROFESSIONAL DEVELOPMENT	665.02		665.02			
COMCAST	TELEPHONE/COMMUNICATIONS	397.53			397.53		
COUNTY OF SAN MATEO PUBLIC SAFETY COMM.	TELEPHONE/COMMUNICATIONS	61.65				61.65	
NICOLE DAVID	SEMINARS/PROFESSIONAL DEVELOPMENT	447.31		447.31			
DAVID DOYLE	SEMINARS/PROFESSIONAL DEVELOPMENT	36.00			36.00		
ERBCO	REPAIRS & MAINTENANCE	24,352.30				24,352.30	
FEDEX	CONTRACTUAL SERVICES	213.15		213.15			
JEROD GOODIN	REFUND DEPOSIT	275.62				275.62	
HALF MOON BAY REVIEW	ADVERTISING EXPENSE	120.00		120.00			
HOLMAN PROFESSIONAL COUNSELING CENTERS	EMPLOYEE ASSISTANCE PROG SERVICES	289.00		45.16	54.18	103.86	85.80
HUE & CRY INC.	CONTRACTUAL SERVICES	210.00					210.00
KASHIWA FUDOSAN AMERICA, INC.	OFFICE RENT	7,350.00			7,350.00		
LIEBERT, CASSIDY & WHITMORE	LEGAL SERVICES	5,618.00		4,134.00	1,484.00		
PAUL LOURENCO	REFUND DEPOSIT	23.22				23.22	
TOM MATTUSCH	SEMINARS/PROFESSIONAL DEVELOPMENT	612.25		612.25			
MISSION UNIFORM SERVICE, INC.	UNIFORM SERVICES	363.24				363.24	
STEVE MOORE	REFUND DEPOSIT	477.39				477.39	
PIUS MOROZUMI	REFUND DEPOSIT	320.25				320.25	
NATIONAL CHEMICAL SERVICE	CONTRACTUAL SERVICES	74.00				74.00	
OPERATING ENGINEERS TRUST	HEALTH INSURANCE	30,382.00	30,382.00				
PG&E	UTILITIES	2,161.80				2,161.80	
PITNEY BOWES GLOBAL FIN SVCS	POSTAGE EXPENSE	5.00			5.00		
STANDARD INSURANCE	LIFE & LTD INSURANCE	3,451.97	3,451.97				
SUPERIOR EQUIPMENT COMPANY	REPAIRS & MAINTENANCE	1,162.56				1,162.56	
TEAMSTERS 856 HEALTH & WELFARE FUND	HEALTH INSURANCE	22,360.00	22,360.00				
VERIZON	TELEPHONE/COMMUNICATIONS	311.92			75.15	199.19	37.58
ZAPANTIS MARINE SERVICE	REPAIRS & MAINTENANCE	2,235.91				2,235.91	
SUB-TOTAL OF PAYMENTS TO BE PROCESSED 3/4/15		105,701.45	56,193.97	6,363.21	9,578.72	32,807.11	758.44
BAY AREA NEWS GROUP EAST BAY	ADVERTISING EXPENSE	118.77			118.77		
CALIFORNIA WATER SERVICE	UTILITIES	64.96					64.96
COASTSIDE COUNTY WATER DIST	UTILITIES	13,163.58				13,163.58	
COASTSIDE.NET	TELEPHONE/COMMUNICATIONS	399.00				399.00	
MARINE LIEN SALE SERVICE	COLLECTION EXPENSE	160.00					160.00
PRINCETON FISHING GEAR	UNIFORM EXPENSE	234.22				234.22	
TERMINIX INTERNATIONAL	CONTRACRUAL SERVICES	67.00				67.00	
PRINCETON FISHING GEAR	UNIFORM EXPENSE	26.25				26.25	
CALPERS	PAYROLL DEDUCTION PAYABLE	22,621.31	22,621.31				
COMCAST	TELEPHONE/COMMUNICATIONS	410.11					410.11
FIRSTCHOICE	CONTRACTUAL SERVICES	39.25			39.25		
GARDA CL WEST, INC.	CONTRACTUAL SERVICES	74.65				24.80	49.85
GOPHER BUSTERS	CONTRACTUAL SERVICES	495.00				495.00	
HANSON BRIDGETT LLP	LEGAL SERVICES	1,207.50		1,207.50			
MARINE LIEN SALE SERVICE	COLLECTION EXPENSE	680.00				680.00	
NATIONAL CHEMICAL SERVICE	CONTRACTUAL SERVICES	74.00				74.00	
NEXTEL COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	153.06					153.06
VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTION PAYABLE	2,300.00	2,300.00				
TOTAL HANDCHECKS		42,288.66	24,921.31	1,207.50	158.02	15,163.85	837.98
TOTAL BILLS & CLAIMS		147,990.11	81,115.28	7,570.71	9,736.74	47,970.96	1,596.42
			PAYROLL	COMM	ADMIN	PPH	OPM

ITEM 12

Administration/Operations

Memo

To: Board of Harbor Commissioners
From: Scott Grindy, Acting General Manager
Date: February 25, 2015
Re: March 4, 2015 Meeting Report

Oyster Point Marina/Park

- Met with acting Harbor Master and staff regarding maintenance projects, future capital project planning for budget.
- Dock(s) review for future capital or maintenance activities via FCS.

Pillar Point Harbor

- Met with acting Harbor Master and staff regarding maintenance projects, future capital project planning for budget
- Staffing related activities.

Administration

- Transitional meetings with Human Resources Manager
- Treasurer Activities

Miscellaneous Items

- District Lease reviews and related activities
- Treasurer activities
- Working with acting Harbormasters on transitional activities
- Meetings and activities with administrative staff for transitional needs
- Staff evaluation activities
- Preparing Agenda Items for present and future board items
- Property related activities for potential purchase and or rental on the coast for the district.
- Commissioner calls, requests and responses
- Meeting with LAFCo Consultant

EMS-Clean Marina Activities-District Wide

- RCD Presentation March 4, 2015

Future Agenda Items

- OPM Rate Reduction
- Policy on Confidential Communications (from 12/3/14 meeting)
- Info Report: Romeo Pier
- Possible Move Related Activities and Approvals
- Parity of Commissioner Benefits (from 1/21/15 meeting – TM)
- Power Point Presentation: Facility Conditions Study OPM & PPH (from 1/1/15 meeting – SB)
- Environmental Fee at OPM & PPH (SG Item)
- Liaison Committee (JPA with City of SSF states SMCHD must create this committee – SB directed SG to check with City to see if they have appointed their members yet)
- Amendment to contract with Lisa Wise Consulting to complete Community Sustainability Plan (item to go to Committee first per SB)
- RV Park
- Ordinance Code Updates
- Commissioner Benefits (memo from Jean)
- MacCorkle Insurance Presentation
- Certified List for Accounting Specialist
- Request for Proposal for Property Management Firm for District Leases
- Ketch Café Lease
- Ketch Joanne Restaurant and Harbor Bar Lease
- Fish Buyer Fee Rate Change
- Oyster Point Bait Shop Request for Proposal
- Pillar Point Seafood Power Item
- LAFCo Presentation at the HMB Meeting Site
- RFP for design services PPH Boat Ramp Restroom
- Administrative Staffing Recommendations
- Bid for Trail Repairs Phase 1 (West/Mavericks Trail, pending permit approval)
- Oil Bilge Pump Replacement Purchase PPH
- Vessel Removal (grant disposal actions)

February 20, 2015

SSF/East Bay Service
Spring/Summer 2015 Promotion

SSF/East Bay Route – WETA's primary objective is to increase ridership by delivering a ferry commute benefits message to potential customers at their South San Francisco area work sites. Potential ferry customers are individuals who commute to work in the South San Francisco area from their homes in the east bay. A secondary objective is to generate market awareness of the Monday through Friday excursion service between Oyster Point and San Francisco.

1. Service Background:
   A. Service:
      - Weekday peak commute period only
      - Destinations: SSF/Oyster Point, Alameda Main Street, Oakland Jack London Square
        - One way transit time
          - Between Oakland and Oyster Point:
            - Morning: 35 minutes
            - Afternoon: 35/40 minutes
          - Between Alameda Main Street and Oyster Point:
            - Morning: 45 minutes
            - Afternoon: 30/50 minutes
      - Frequency:
        - 3 AM east bay departures to SSF
        - 3 PM SSF/Oyster Point departures to east bay:
      - Payment Options/Fares:
        - Clipper, cash, credit cards, checks accepted

TABLE 1

Category	Current Fares	1-Jul-15
Adult	$7.00	$7.40
Adult (clipper)	$7.00	$7.20
Youth (5-12)	$3.50	$3.70
Senior (65+), Disabled	$3.50	$3.70
School Groups	$2.00	$2.40
Children (under 5)	FREE	FREE

        - SSF Landside
          - SSF transit connections:
            - Genentech and Alliance shuttles provide AM and PM connections between SSF work sites and ferry terminal
      - Free Parking at all three terminals

B. Ridership: See Handout

2. Promotion Components– The promotion plan is designed to reach potential ferry riders at their South San Francisco area work sites.

A. E-Blast: Email messages to Transportation Coordinators (TCs), employee benefits managers and CEOs. Success of this component depends upon TCs and employee benefits managers forwarding the ferry commute message to their employees who reside in the east bay.
- Source of email addresses:
  - Alliance
  - WETA
  - SSF Chamber
  - BayBio.
- Distribution Dates:
  - April, June, Sept, October

B. Business-to-Business Direct Mail: Mailings will:
- Reinforce e-blast
- Reach businesses not included in e-blast list
- Deliver the ferry message at 2 levels within each company:
  - Companies with 50 employees or more will receive two promotional pieces with each mail drop. One addressed to the President/CEO and one addressed to the HR/Employee Benefits department.
- Targeted businesses
  - Core group consists of businesses located:
    - East: Hwy 101
    - North: Sierra Point
    - South: San Bruno Canal
  - Extended group consist of businesses with 50 or more employees located west of Hwy within area code 94080

- Lists Sources
  - Mailing House
  - Alliance list
  - SSF Chamber

Four mailings
- Drop dates: April, June, Sept, October

C. Radio: Drive time traffic report sponsorship
- Station: KCBS
- Flight:
  - 2 weeks starting May 2015
  - Eighty-four 30-second spots total

- Weighted drive time between 5:00 and 9:00 AM, and 3:00 and 7:00 PM

D. On-Line
- Advertising
  - SFGate.com
  - South San Francisco Patch.com
  - "Everything South City" web site & Facebook
  - Targeted search advertising: SFBF ad pops up as prospective rider visits internet web sites.
  - Start April 2015

E. Outdoor:
- Illuminated digital billboard near Fwy 880/92 west of San Mateo Bridge
  - Showing/Spring 2015:
    - 2 consecutive weeks
    - 8 second display
    - 64 second rotation

F. Print:
- Supporting SSF/SF service:
  - Chronicle, San Mateo Journal, Luminary (Brisbane).
-

G. Events: SFBF and partners will host 2 events.
- Midday Ferry Open House. Alliance and SFBF to host Transportation Coordinator event to update TCs on Alliance programs, SF ferry service, enlist TC support for ongoing Ferry Service promotion, and get TC input and suggestions.
  - Location: SSF Ferry Terminal
  - Date: Summer 2015
  - Time 11:30 AM to 2:00 PM
  - Alliance to provide shuttle transportation to event. Genentech will work with their employees who need transportation to the event.
  - Boat at terminal; 20-minute cruises.
  - SFBF to cater.

- "Biz on the Bay" - Evening business mixer to engage business and community leaders in ferry outreach efforts. Co-sponsored by SSF Chamber and BayBio.
  - Location: SSF Ferry terminal
  - Date: Fall 2015
  - Time: 5:00 PM to 7:00 PM.
  - Boat at terminal. Short 20-minute cruises.

- SFBF to cater.

H. Public Relations: SFBF will:

- Place editorial content in selected SSF media
- Monitor the internet (including Social Media), print, and broadcast media for SSF ferry references and provide Rapid Response

I. Miscellaneous

- City provided Lighted Message Boards at 2 (3?) SSF/Oyster Point business park access points.
  - East Grand Avenue/Gateway.
  - Oyster Point/Gateway
  - Oyster Point/Marina Boulevard

  Timing/Duration/Frequency: TBD
  Size/duration: TBD

- Leverage Existing Riders: SFBF will encourage ferry customers spread the word about ferry commuting.

- On-Line Drop Box: An on-line source for promotional blurbs, short articles, ferry photos, SFBF logos, posters, schedules, etc. Possible uses include
  - SSF Chamber Monday email blast and Monthly newsletter
  - City of SSF Leisure Guide Monthly e-news blast:
  - BayBio website and e-newsletter.
  - Port of Redwood City web site
  - SSF Harbor District Web Site

  Located at http://sanfranciscobayferry.com/partner-resourcesSFBF

- Way finding Signage: WETA Planning department is reviewing options and will make a recommendation.

J. "Try Transit Free"/Alliance
Provides Free 3-day ferry trial commute

ITEM 13

STAFF REPORT

TO: San Mateo County Harbor District Commissioners

FROM: Debra Galarza, Director of Finance

DATE: March 4, 2015

SUBJECT: Finance Department Report to the Commission

Accounting and operations

- Ongoing expense management through detailed review of invoices and review of bills and claims. Bi-weekly payroll processing and review
- Reviewed monthly accounts receivable aging list and confirmed collection proceduresare being consistently applied. Followed up with tenants on payment plans
- CSMFO (California Society of Municipal Finance Officers) Annual Conference Attendance
- Preliminary Budget Preparation
- Fiscal Year 2015-2016 Capital Project Assessment Meeting

ITEM 14

Human Resources

Memo

TO: San Mateo County Harbor District Commissioners

FROM: Marietta L. Harris, Human Resource Manager

DATE: February 27, 2015

SUBJECT: Report to the Commission

Activities:

Human Resource Services:

- Working with employees with personnel and HR questions.
- Meeting with management staff on personnel issues and HR concerns.
- Scheduled interviews for Deputy Harbormaster.
- Recruitment for Assistant Harbormaster.
- Counseled District staff on a variety of issues.
- Employee orientation.

Administrative Services:

- PRA Requests.
- Staff meetings regarding board agendas.
- Staff meeting regarding transition.
- Commissioner requests.
- Working with attorney on PRA request.

Information Technology:

- Working with staff on IT issues and problems.
- Continuation of work at OPM for standalone operations.

ITEM 15

OPERATIONS

Memo

To:	Board of Harbor Commissioners
From:	Charles White, Acting Harbor Master
CC:	Scott Grindy, Acting G.M.
Date:	February 25, 2015
Re:	March 4, 2015 Meeting Report

Oyster Point Marina/Park

Construction Update & General Status Updates

- Misc. maintenance work in progress throughout the marina

OPM Miscellaneous

- Working with the Army Corps of Engineers with the removal of logs and other navigational hazards from OPM
- Start construction of the laundry room
- Start construction of the Dragon Boat float
- Getting bids for the Harbormasters Office roof
- We are going to bid for the Bay Trail repairs. (slurry seal)

Occupancy Overview (January month of occupancy *2015)*

OPM

- Total occupancy: 62% (267 slips/End Ties out of 428 are occupied)
- Berth occupancy: 62% (258 slips only out of 414 are occupied)

Search and Rescue Activity Highlights & Urgent Need Activities

- **OPM:** Two tows non-emergency

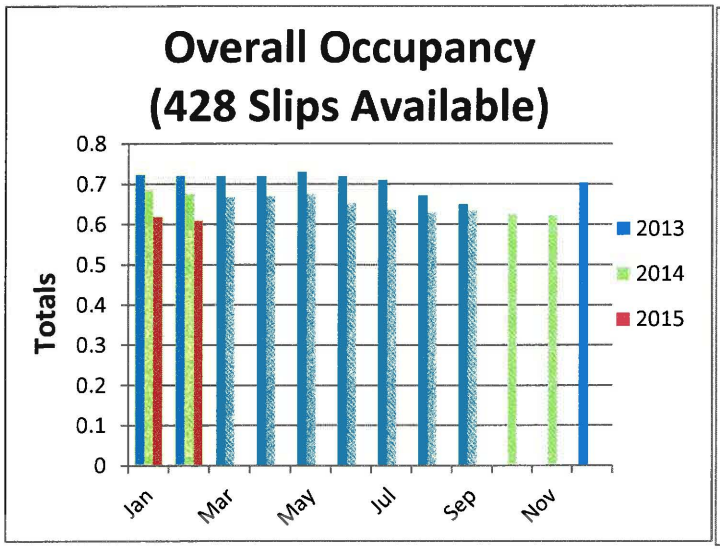
EMS-Clean Marina Activities-District Wide

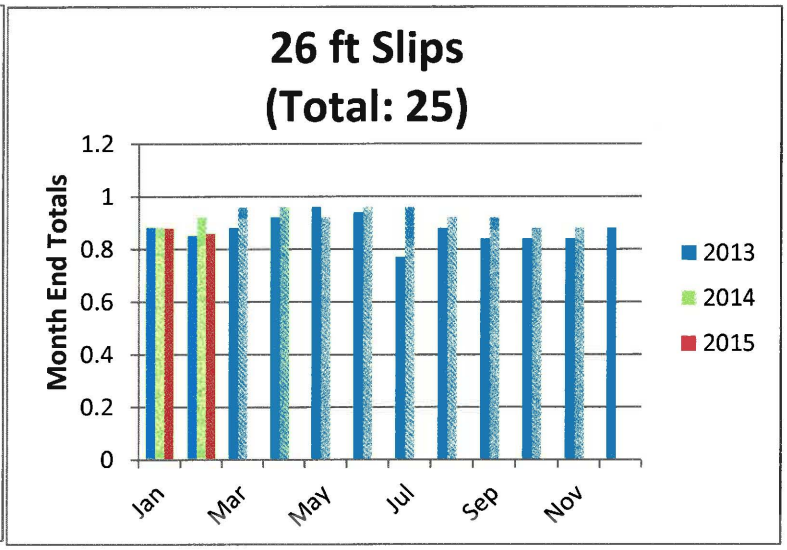
- Vessel inspections are ongoing

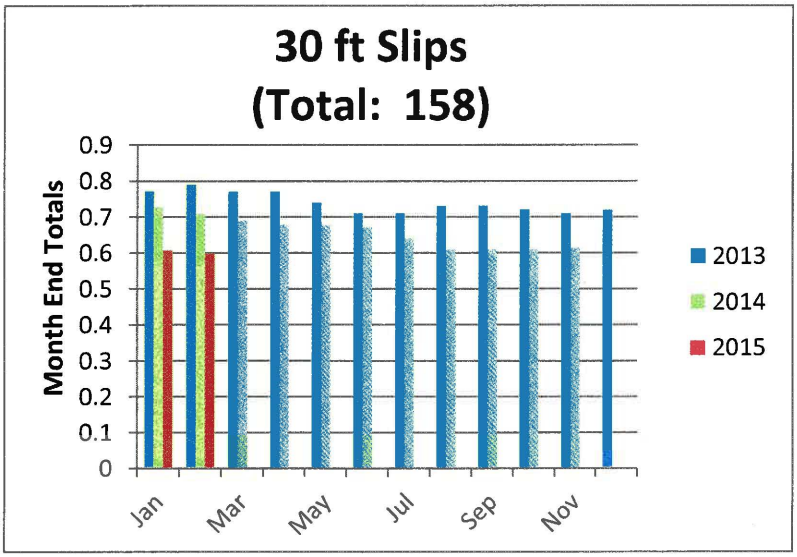
Calendar Reminder Items of Events and Activity
None for February.

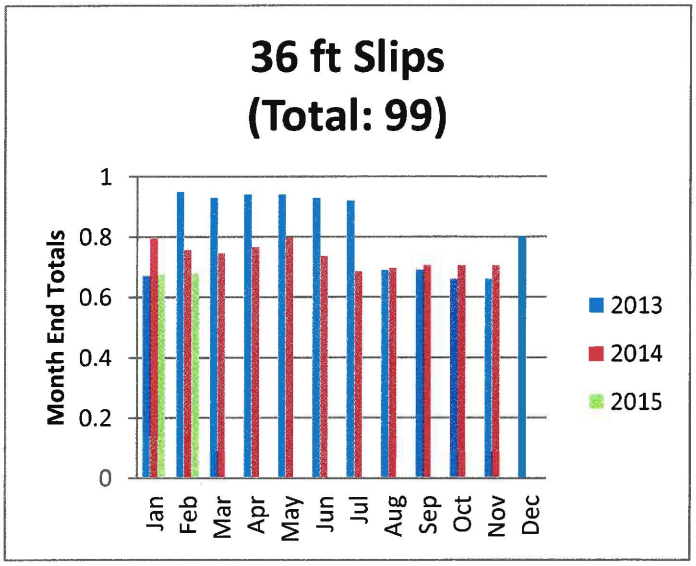
Oyster Point Marina

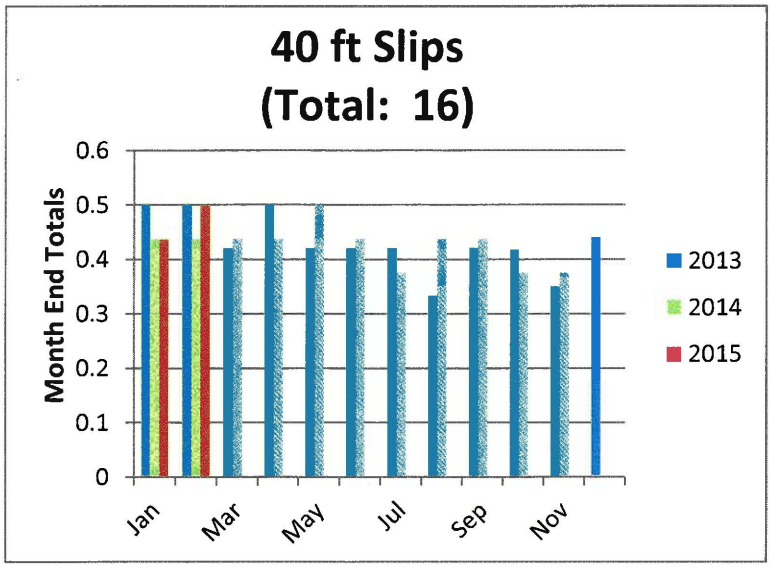
Monthly Marina Activity Report - February 2015

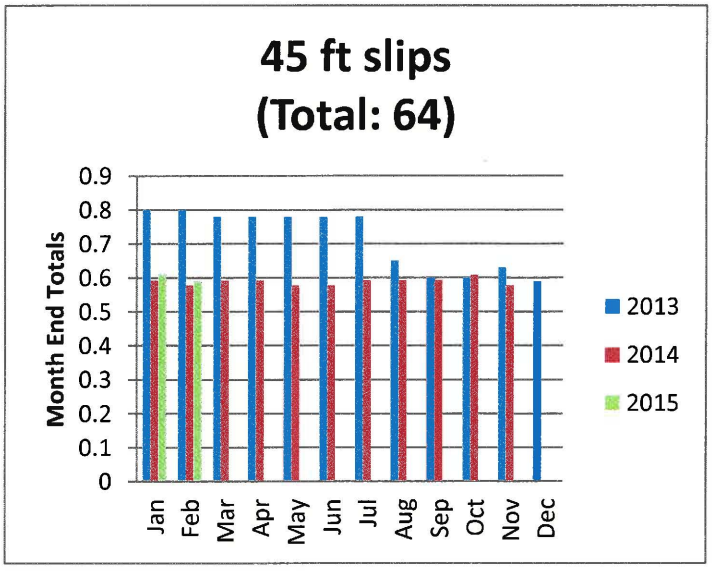


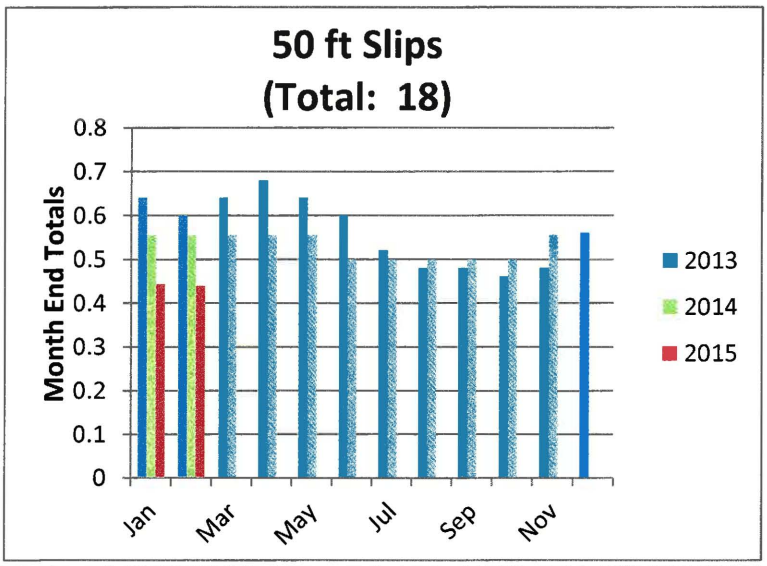


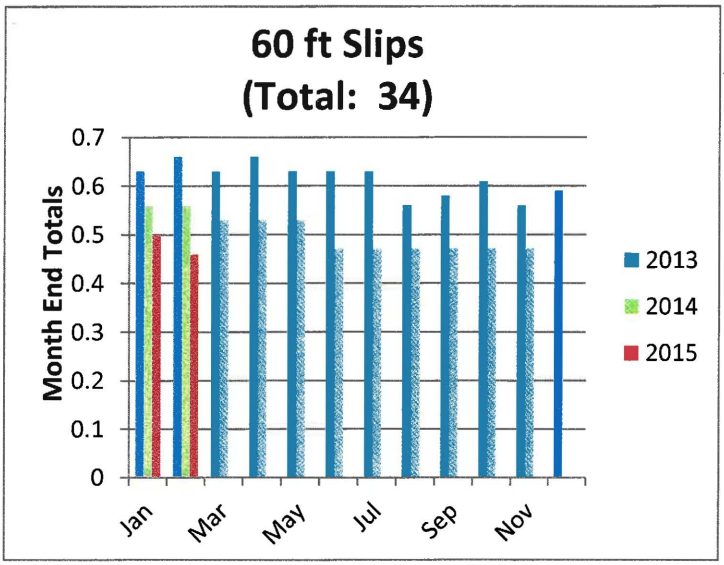


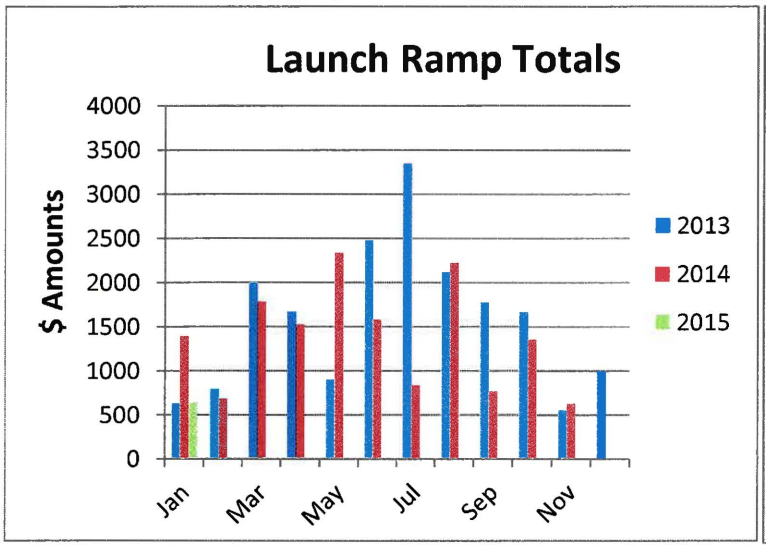







50 ft Slips
(Total: 18)
Month End Totals
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
Jan
Mar
May
Jul
Sep
Nov
2013
2014
2015


60 ft Slips
(Total: 34)
Month End Totals
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
Jan
Mar
May
Jul
Sep
Nov
2013
2014
2015


Launch Ramp Totals
$ Amounts
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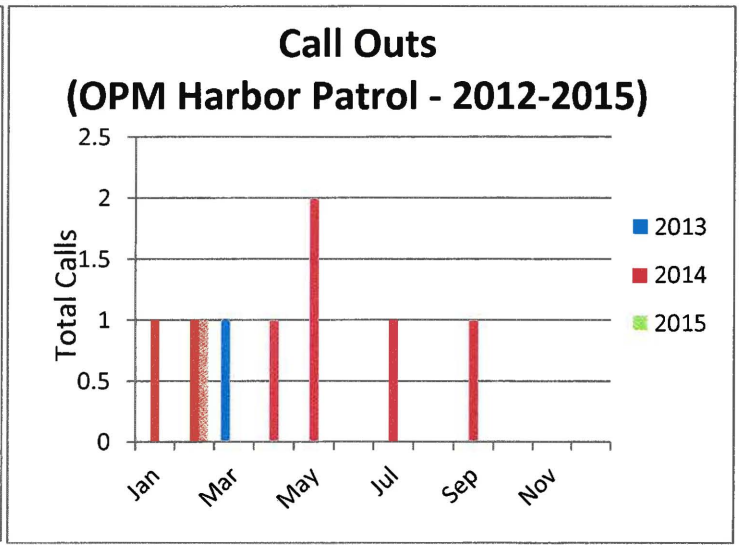
3500
3000
2500
2000
1500
1000
500
0
Jan
Mar
May
Jul
Sep
Nov
2013
2014
2015


Call Outs
(OPM Harbor Patrol - 2012-2015)
Total Calls
2.5
2
1.5
1
0.5
0
Jan
Mar
May
Jul
Sep
Nov
2013
2014
2015

ITEM 16

OPERATIONS

Memo

To:	Board of Harbor Commissioners
From:	John Draper, Acting Harbor Master
CC:	Scott Grindy, Acting General Manger
Date:	February 26, 2015
Re:	March 4, 2015 Meeting Report

Pillar Point Harbor

Construction Update & General Status Updates

- Misc. maintenance work in progress through-out the Marina.
- Replacement electrical work to ABC main feeder panel on going, power outages will be very limited and noticed prior shutdowns.
- Finished kiosk at launch ramp area. Joint effort with Department of Fish and Wildlife, and San Mateo County MPA Collaborative. Fish and Wildlife will be sending out a press release regarding this project. We will keep the District updated once the press release is sent out.

PPH Miscellaneous

- Boeing/NOAA project to start March 2th – 20th time frame.

Occupancy Overview (*February Month of Occupancy 2014)*

PPH
Total occupancy (inner Harbor) – 93% (this includes slips, end ties and walk way)
Berth occupancy (inner Harbor) - 93% (344 slips out of 369 are occupied)
Moorings (Outer Harbor) – 48% (11 out of 23 moorings occupied)

Search and Rescue Activity Highlights & Urgent Need Activities

PPH: 3 SAR cases 2 non-emergency, 1 emergency

EMS-Clean Marina Activities-District Wide

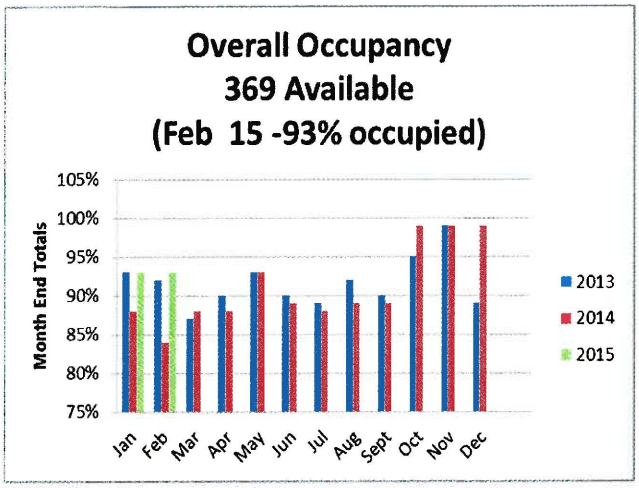
Continue working with San Mateo County Resource Conservation District with monthly water sampling in harbor.

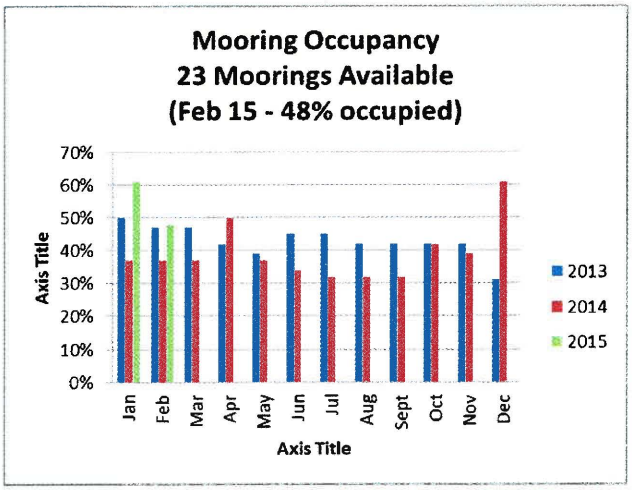
Calendar Reminder Items of Events and Activities

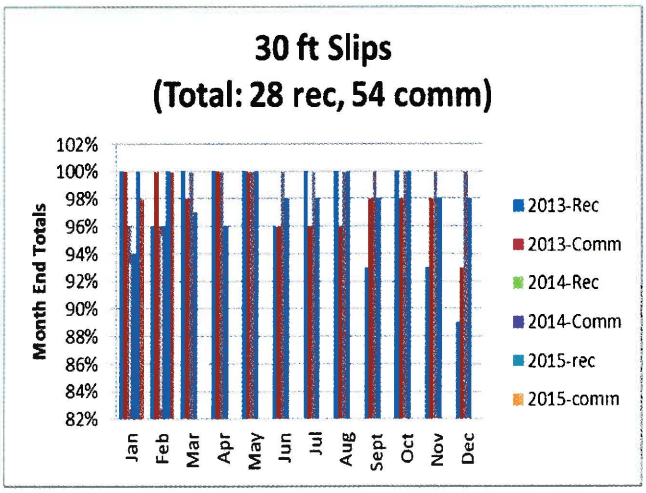
- No scheduled activities for March

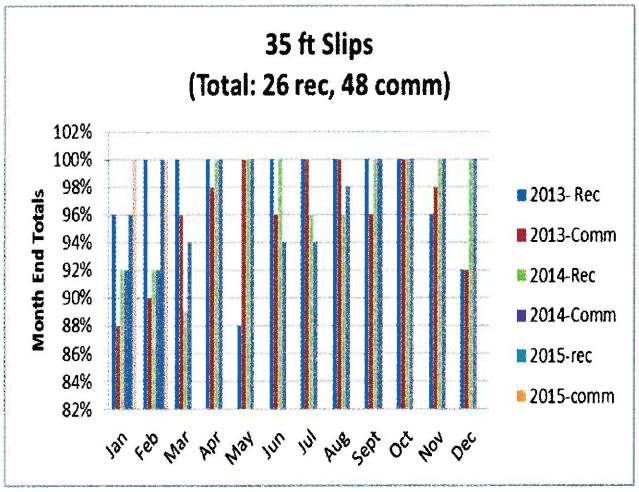
Pillar Point Harbor Dashboard

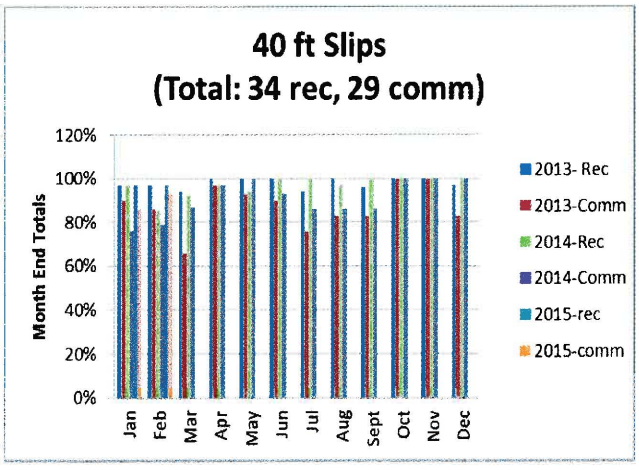
Monthly Marina Activity Report - February 2015

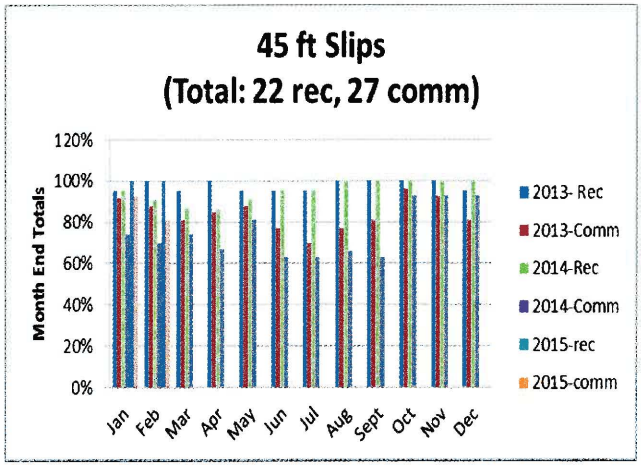






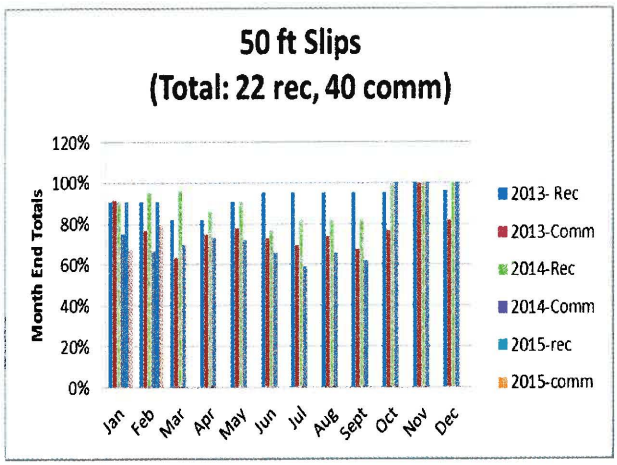


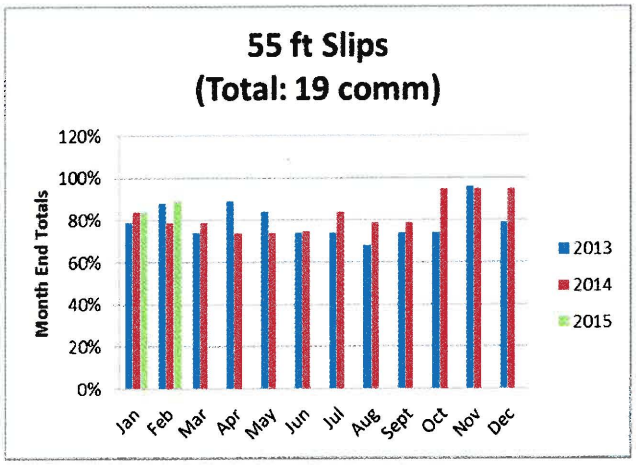


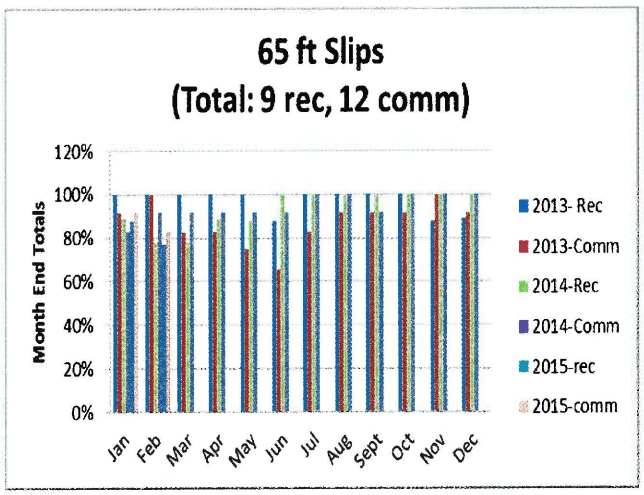


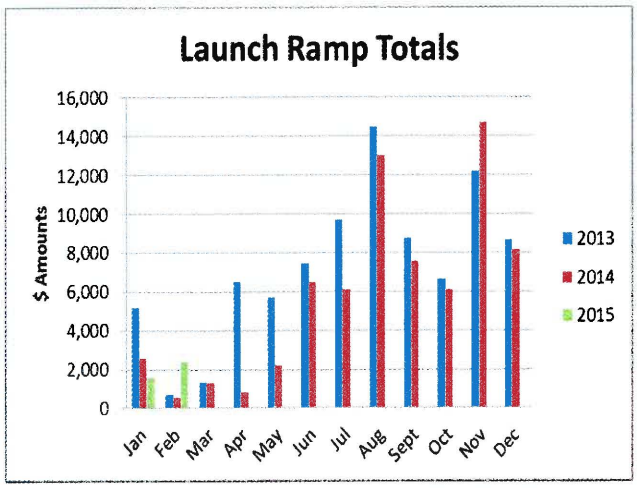
Pillar Point Harbor Dashboard

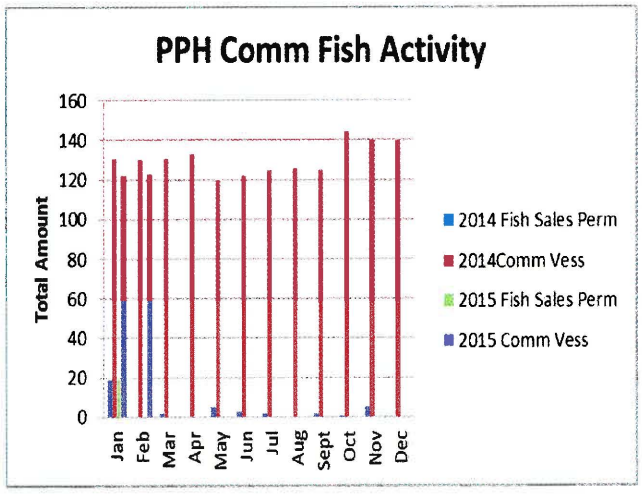
Monthly Marina Activity Report - February 2015

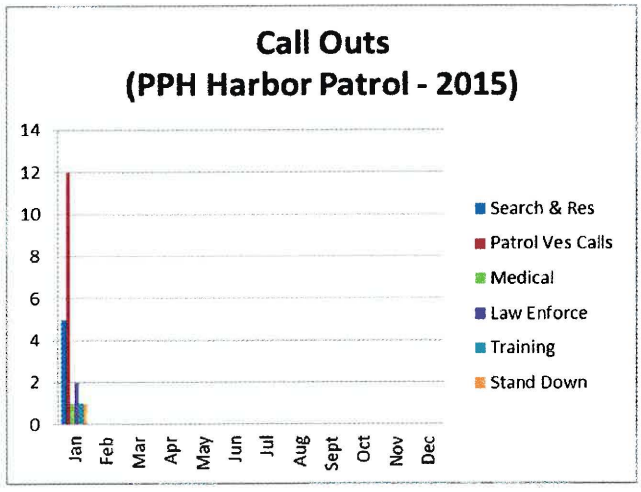












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ITEM 17A

San Mateo County Harbor District
Beach Replenishment Committee Meeting Report

Date: Tuesday, February 17, 2015
Half Moon Bay Yacht Club
Time: Start 7 pm, End 8:35 pm
Commissioner Co-Chairs: Pietro Parravano, Nicole David

The meeting was attended by:
Lisa Ketcham, Midcoast Community Council
Mike Wallace
Neil Merrilees
Leonard Woren
Bill Kehoe

Brown Act rules for committee members and the attending members of the public were reviewed.

The Committee agreed on the following mission statement:
Assist San Mateo County Harbor District with investigating, developing, and advocating beach replenishment for use within Pillar Point Harbor and Oyster Point Marina and seek partnerships and opportunities to participate in beneficial beach replenishment outside of the Harbor District jurisdiction.

Committee Goals:

- Slow down erosion
- Secure pedestrian access to beaches
- Maintain natural appearance
- Find beneficial locations for placement of dredged materials
- Identify agencies and common goals with agencies for collaborative efforts and partnerships
- Develop long-term sediment management plan

Three locations were identified as high priority for sand placement:

- West Trail

- Princeton Shoreline
- Surfer's Beach

West Trail Update:
In July 2014 the Harbor District applied for an emergency permit with the Coastal Commission for repairs on the West Trail. In the fall of 2014, GHD, a consultant, was hired by the District to assist with the permit application process.

The original length of the project under the emergency permit was reduced from about 700 ft to just around the outfall and pipe area. The emergency permit has two components, culvert repair and temporary shoreline protection. The Coastal Commission requires the least environmentally damaging alternative for fill at the eroded portion of the trail around the culvert. However, GHD believed that sand bags would not be resilient enough to protect the area until further trail repairs can be accomplished and rather suggested rock slope protection (RSP) for the fill.

The permit application is 95% complete and should be presented at the next hearing.

The Beach Replenishment Committee will meet every three months and the next meeting will be held on May 19, 2015 at 7 pm at the Half Moon Bay Yacht Club.