



AGENDA
SPECIAL MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MARCH 31, 2021
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

MLHD is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89069189711?pwd=b28zQlIDYW9TYkltT1BnMHh1Mnpidz09>

Meeting ID: 890 6918 9711

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A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting, and will begin at **6:00 p.m.** to consider the following items. The public open meeting will begin at **7:00 p.m., or as soon thereafter as the Closed Session is concluded**, and any action taken during the Closed Session will be reported out at that time.

1. Meet and confer with legal counsel pursuant to Government Code 54956.9(d)(4) deciding whether to initiate litigation.
2. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code 54956.8 regarding 2 matters.
 - A. Proposed lease of storage lot adjacent to the Santa Cruz Cannery Building located at 7532 Sandholdt Rd.
 - c. Proposal received from Loop regarding North Harbor property lease

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

Russ Jeffries – President

Tony Leonardini – Vice President

Vince Ferrante – Secretary

James Goulart – Commissioner

Liz Soto - Commissioner

Tommy Razzeca – General Manager

Mike Rodriguez – District Counsel

Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

The President will use this opportunity to inform the public of issues affecting the District and other items of a general nature not otherwise provided for on this agenda.

D. PUBLIC COMMENTS

Members of the general public may address the Board of Harbor Commissioners regarding any item that is not on the Agenda. The President may limit the total amount of time of testimony.

E. CONSENT CALENDAR

1. Approval of the January 27, 2021 Regular Meeting Minutes.

F. FINANCIAL REPORT

2. Financial reports months ending February, 2021.

G. MANAGERS' REPORTS

The General Manager will make oral or written reports. The Board may take action as deemed necessary. The Managers may present additional reports but the Board may not take action on any item not on this Agenda.

3. Projects Status/Update
4. Summary of Permits Issued
5. Meeting Announcements
6. Liveaboard Report
7. Slip Income Report
8. Incident Report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Leonardini
10. Elkhorn Slough Advisory Committee – Leonardini
11. Special Districts – Jeffries/Ferrante
12. Budget Committee – Leonardini/Goulart
13. Liveaboard Committee – Goulart/Soto
14. Harbor Improvement Committee – Goulart/Soto
15. Real Property Committee I – Jeffries/Leonardini
16. Real Property Committee II – Ferrante/Goulart
17. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. GENERAL MANAGER REPORT AND UPDATE REGARDING ORDINANCE NO. 208

18. The General Manager will provide the Board an update regarding Ordinance No. 208 related to the Passenger Vessel Fee which is not being charged at this time due to the COVID-19 Pandemic. The General Manager will seek direction from the Board

- a. Staff report
- b. Public Comment
- c. Board discussion and direction/recommendation

J. NEW BUSINESS

19. ITEM- Consider Adoption of Resolution 21-01 Approving Reimbursement Agreement with Lusmaerica Foods Inc.
 - a. Staff report

- b. Public Comment
- c. Board discussion
- d. Board action

20. ITEM- Consider Adoption of Resolution 21-02 Approving Consulting Agreement with Marc Del Piero

- a. Staff report
- b. Public Comment
- c. Board discussion
- d. Board action

21. ITEM- Consider Adoption of Resolution 21-03 Ice Bin and Overhead Conveyance Lease with Lusamerica Foods Inc.

- a. Staff report
- b. Public Comment
- c. Board discussion
- d. Board action

22. ITEM- Consider Approval of Lusamerica Foods Inc. Construction Permit

- a. Staff report
- b. Public Comment
- c. Board discussion
- d. Board action

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioners may address items of concern at this time and may request that items be placed on future agendas in accordance with the By-laws of the Board.

L. ADJORNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for April 28, 2021 at 7:00 PM at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact Administrative Assistant, Shay Shaw at Shaw@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and/or by contacting the District at 831.633.5417 or Shaw@mosslandingharbor.dst.ca.us or on the District's website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



MINUTES
REGULAR MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
JANUARY 27, 2021
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

Moss Landing Harbor District is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/87033583098>

Meeting ID: 870 3358 3098

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+1 929 205 6099 US (New York)

Meeting ID: 870 3358 3098

Find your local number: <https://us02web.zoom.us/j/87033583098>

A. CLOSED SESSION

A closed session was held immediately prior to the public open meeting to consider the following items:

1. Meet and confer with legal counsel pursuant to Government Code 54956.9(d)(4) deciding whether to initiate litigation.
2. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code 54956.8 regarding 2 matters.
 - a. Lusamerica Foods Inc. Proposed Cannery Building Office Space Lease
 - b. Proposed lease of storage lot adjacent to the Santa Cruz Cannery Building located at 7532 Sandholdt Rd.
 - c. Proposal received from Loop regarding North Harbor property lease

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

The open session was called to order at 7:05pm, after the Pledge of Allegiance Roll was called.

Commissioners Present:

Russ Jeffries – President

Tony Leonardini – Vice President

Vince Ferrante – Secretary - Via Zoom

James Goulart – Commissioner – Via Zoom

Liz Soto – Commissioner – Via Zoom

Staff Present:

Tommy Razzeca – General Manager

Mike Rodriguez – District Counsel – Via Zoom

Shay Shaw – Administrative Assistant – Via Zoom

C. PRESIDENT'S REMARKS

The President announced that the Board met in Closed Session and no decisions were made; direction was given to the General Manager and District Counsel.

D. PUBLIC COMMENTS

William Curnow addressed the Board with concerns about B-Dock access.

E. ELECTION OF OFFICERS

Nominations and election of the 2021 Officers for the Board of Harbor Commissioners.

GM Razzeca gave the staff report on the election process and conducted the election. Commissioner Goulart nominated the existing slate of officers for the 2021 Board of Harbor Commissioners. GM Razzeca asked if there were any further nominations; hearing none, He asked for a Motion to Close the Nominations. Commissioner Soto made a motion, seconded by Commissioner Leonardini, to close the Nominations. The motion passed unanimously on a roll call vote. GM Razzeca then asked for a roll call vote on the election of the nominated slate consisting of Russ Jeffries, President, Tony Leonardini, Vice President, and Vince Ferrante, Secretary. The slate was elected unanimously on a roll-call vote. GM Razzeca congratulated the 2021 Board officers.

F. 2021 COMMITTEE APPOINTMENTS

The President will appoint members of the Board to the various Harbor District committees:

- a. Elkhorn Slough Advisory Committee – Leonardini
- b. Liveaboard Committee – Goulart/ Soto
- c. Harbor Improvement Committee – Goulart/ Soto
- d. Real Property Committee I – Jeffries/ Leonardini
- e. Real Property Committee II – Ferrante/ Goulart
- f. Special Districts/LAFCO – Jeffries/Ferrante
- g. Personnel Committee – Ferrante/Jeffries
- h. Finance Committee – Ferrante/Leonardini
- i. Ad Hoc Budget Committee – Goulart/ Soto

G. CONSENT CALENDAR

1. Approval of the December 9, 2020 Regular Meeting Minutes. A motion was made by Commissioner Leonardini, seconded by Commissioner Soto, to approve the December 9, 2020 Regular meeting minutes.

H. FINANCIAL REPORT

2. Financial report month ending December 31, 2020. GM Razzeca gave the highlights. A motion was made by Commissioner Ferrante, seconded by Commissioner Goulart to accept the Financial Report. The motion passed unanimously on a roll-call vote.

I. MANAGERS' REPORTS

The General Manager will make oral or written reports. The Board may take action as deemed necessary. The Managers may present additional reports but the Board may not take action on any item not on this Agenda.

3. Projects Status/Update - written report/no questions
4. Summary of Permits Issued - written report/no questions
5. Meeting Announcements - written report/no questions
6. Liveaboard Report - written report/no questions
7. Slip Income Report - written report/no questions
8. Incident Report- written report/no questions

J. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Jeffries – Nothing to report
10. Elkhorn Slough Advisory Committee – Leonardini – nothing to report
11. Special Districts – Jeffries/Ferrante – President Jeffries and Commissioner Ferrante attended two Special District meetings via zoom and gave a report on the events that took place.
12. Budget Committee – Goulart/Soto – Nothing to report
13. Liveaboard Committee – Goulart/Soto – Nothing to report
14. Harbor Improvement Committee – Goulart/Soto – Nothing to report
15. Real Property Committee I – Jeffries/Leonardini – Nothing to report
16. Real Property Committee II – Ferrante/Goulart – Nothing to report
17. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written. Commissioner Ferrante attended a CSDA Board Meeting via zoom and gave a report of the events that took place.

I. GENERAL MANAGER REPORT AND UPDATE REGARDING ORDINANCE NO. 208

18. The General Manager will provide the Board an update regarding Ordinance No. 208 related to the Passenger Vessel Fee which is not being charged at this time due to the COVID-19 Pandemic. The General Manager will seek direction from the Board
 - a. Staff report – GM gave the report
 - b. Public Comment – None
 - c. Board discussion and direction/recommendation – Consensus to continue with the suspension of the passenger vessel fee.

K. NEW BUSINESS

19. ITEM- Consider approval of Deep Water Desal LLC. Cannery Building Office Space Lease.
 - a. Staff report – GM Razzeca gave the report
 - b. Public Comment – None
 - c. Board discussion – None
 - d. Board action – A motion was made by Commissioner Soto, seconded by Commissioner Ferrante to approve the Deep Water Desal LLC Cannery Building office space lease. The motion passed unanimously on a roll-call vote.
20. ITEM- Consider approval of Lusamerica Foods Inc. Cannery Building Office Space Lease.
 - a. Staff report – GM Razzeca gave the report
 - b. Public Comment - None
 - c. Board discussion - None
 - d. Board action - A motion was made by Commissioner Ferrante, seconded by Commissioner Goulart to approve the Lusamerica Foods Inc. Cannery Building Office Space Lease. The motion passed unanimously on a roll-call vote.
21. ITEM- Consider approval to extend the term of MBARI Special Activity Use Permit
 - a. Staff report – GM Razzeca gave the report
 - b. Public Comment – None
 - c. Board discussion – Commissioner Leonardini asked what vegetation will be put in place once they remove the ice plants from the location. GM Razzeca responded that the CCC is requiring removal of the non-native ice plant but does not include the addition of vegetation after the removal.

d. Board action - A motion was made by Commissioner Ferrante, seconded by Commissioner Leonardini to extend the term of MBARI Special Activity Use Permit. The motion passed unanimously on a roll-call vote.

L. COMMISSIONERS COMMENTS AND CONCERNS

The Personnel Committee would like to schedule a Special Meeting with the Board of Commissioners and the General Manager on February 10th at 6pm.

M. ADJORNMENT

President Jeffries adjourned the meeting at 8:25pm

Respectfully submitted,

ATTEST:

Vince Ferrante, Secretary
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1009 · Union - Operating	2,853,760	2,136,781	716,979	34%
1010 · Union - M.M.		8,362	-8,362	-100%
1011 · Union - Payroll		31,993	-31,993	-100%
1015 · 1st Capital Bank	1,556,278	1,553,177	3,101	0%
1018 · Union Bank- Trust Account	1,700,103	501,345	1,198,758	239%
1020 · Umpqua - Restricted	1,016,864	1,016,214	650	0%
Total Checking/Savings	7,127,505	5,248,372	1,879,133	36%
Accounts Receivable				
11290 · Leases				
1282 · NNN Receivable	55,773	101,798	-46,025	-45%
Total 11290 · Leases	55,773	101,798	-46,025	-45%
1200 · Marina Receivables	138,895	171,797	-32,902	-19%
1201 · Marina - Allow for Bad Debt	-32,505	-42,000	9,495	23%
Total Accounts Receivable	162,163	231,595	-69,432	-30%
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	54,501	27,442	27,059	99%
Total 1271 · Prepaid Expenses	54,501	27,442	27,059	99%
Total Other Current Assets	54,501	27,442	27,059	99%
Total Current Assets	7,344,169	5,507,409	1,836,760	33%
Fixed Assets				
1650 · Construction in Progress	4,861,140	4,554,742	306,398	7%
1670 · Equipment	463,119	453,356	9,763	2%
1700 · Improvements				
1710 · NH Buildings & Improvements	6,880,629	6,880,629		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,160,807	8,160,807		
1740 · SH Floating Docks	9,457,184	9,457,184		
Total 1700 · Improvements	25,655,513	25,655,513		
1800 · Less - Depreciation				
1805 · Equipment	-435,541	-422,803	-12,738	-3%
1810 · NH Buildings & Improvements	-3,597,779	-3,335,541	-262,238	-8%
1820 · NH Floating Docks	-532,699	-528,803	-3,896	-1%
1825 · NH Offsite Improvements	-508,083	-489,293	-18,790	-4%
1830 · SH Buildings & Improvements	-6,293,231	-6,165,920	-127,311	-2%
1840 · SH Floating Docks	-6,671,607	-6,286,560	-385,047	-6%
Total 1800 · Less - Depreciation	-18,038,940	-17,228,920	-810,020	-5%
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	14,583,692	15,077,551	-493,859	-3%

Moss Landing Harbor District
Balance Sheet
As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change	% Change
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	7,589	7,589		
TOTAL ASSETS	21,935,450	20,592,549	1,342,901	7%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	-23,095	12,047	-35,142	-292%
Total Accounts Payable	-23,095	12,047	-35,142	-292%
Other Current Liabilities				
2020 · Accrued Salaries Payable	31,613	8,828	22,785	258%
2021 · Accrued Vacation	22,412	21,810	602	3%
2023 · Accrued Payroll Taxes	6,639	561	6,078	1,083%
2030 · Customer Deposits	342,664	316,850	25,814	8%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	8,806	8,704	102	1%
Total 2051 · Note Interest Payable	8,806	8,704	102	1%
2080 · Prepaid Berth Fees	180,952	207,326	-26,374	-13%
2082 · MLCP Cost Reimb. Deposit	78,901	79,688	-787	-1%
2086 · Prepaid Leases				
20861 · Duke	5,576	82,566	-76,990	-93%
20862 · MBARI	4,510	232	4,278	1,844%
Total 2086 · Prepaid Leases	10,086	82,798	-72,712	-88%
2087 · Lease Deposits	19,501	18,236	1,265	7%
Total Other Current Liabilities	701,574	744,801	-43,227	-6%
Total Current Liabilities	678,479	756,848	-78,369	-10%
Long Term Liabilities				
2605 · Umpqua Loan	2,508,701	2,908,858	-400,157	-14%
Total Long Term Liabilities	2,508,701	2,908,858	-400,157	-14%
Total Liabilities	3,187,180	3,665,706	-478,526	-13%
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	11,796,504	11,690,585	105,919	1%
Net Income	495,535	-1,219,973	1,715,508	141%
Total Equity	18,748,270	16,926,843	1,821,427	11%
TOTAL LIABILITIES & EQUITY	21,935,450	20,592,549	1,342,901	7%

Moss Landing Harbor District
Statement of Cash Flows
July 2020 through February 2021

Jul '20 - Feb 21

OPERATING ACTIVITIES	
Net Income	493,036
Adjustments to reconcile Net Income	
to net cash provided by operations:	
11290 · Leases	712
1200 · Marina Receivables	-25,515
1201 · Marina - Allow for Bad Debt	4,804
11290 · Leases:1282 · NNN Receivable	23,091
1271 · Prepaid Expenses:1270 · Insurance	-54,501
1800 · Less - Depreciation:1805 · Equipment	13,601
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	210,030
1800 · Less - Depreciation:1820 · NH Floating Docks	8,025
1800 · Less - Depreciation:1825 · NH Offsite Improvements	19,589
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	139,185
1800 · Less - Depreciation:1840 · SH Floating Docks	276,267
2010 · Accounts Payable	23,528
2020 · Accrued Salaries Payable	16,610
2023 · Accrued Payroll Taxes	5,491
2030 · Customer Deposits	18,566
2080 · Prepaid Berth Fees	9,384
2086 · Prepaid Leases:20861 · Duke	-46,528
2086 · Prepaid Leases:20862 · MBARI	-19,624
2087 · Lease Deposits	1,008
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-25,737
2082 · MLCP Cost Reimb. Deposit	-546
Net cash provided by Operating Activities	<u>1,090,476</u>
FINANCING ACTIVITIES	
2605 · Umpqua Loan	-400,107
Net cash provided by Financing Activities	<u>-400,107</u>
Net cash increase for period	690,369
Cash at beginning of period	6,437,138
Cash at end of period	<u><u>7,127,507</u></u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2020 through February 2021

Ordinary Income/Expense	Jul '20 - Feb 21	Budget	\$ Over Budget	% of Budget
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,153,065	1,186,480	-33,415	97%
4112 · Qtrly/Annual Discount	-2,358	-1,540	-818	153%
4113 · Commercial Vessel Dscnt	-8,480	-8,000	-480	106%
4114 · Away (1 mnth) Dscnt	-476	-792	316	60%
4115 · Temporary Berthing	184,231	161,000	23,231	114%
4120 · Liveaboard Fees	84,570	80,000	4,570	106%
4130 · Transient Berthing	17,742	29,500	-11,758	60%
4220 · Wait List	6,803	6,000	803	113%
4260 · Towing - Intra Harbor	450	400	50	113%
4270 · Pumpouts	1,000	536	464	187%
4280 · Late Fees	23,370	23,332	38	100%
4282 · Recovered Lien Costs	200	1,500	-1,300	13%
Total 4100 · Berthing Income	1,460,117	1,478,416	-18,299	99%
4200 · Other Income - Operations				
4225 · Merchandise	42	200	-158	21%
4230 · SH Parking	45,924	69,583	-23,659	66%
4285 · Dog Fee	775	760	15	102%
4290 · Misc	2,116	993	1,123	213%
Total 4200 · Other Income - Operations	48,857	71,536	-22,679	68%
4300 · Operating Grant Revenues				
Total 4000 · MARINA REVENUES	1,508,974	1,549,952	-40,978	97%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2020 through February 2021

Expense	Jul '20 - Feb 21	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	3,359	4,000	-641	84%
5210 · Dues & Subscriptions	11,326	6,800	4,526	167%
5220 · Office Supplies				
5223 · Administration	6,249	2,760	3,489	226%
5225 · Operations	7,243	6,223	1,020	116%
Total 5220 · Office Supplies	13,492	8,983	4,509	150%
5230 · Postage & Equip Lease				
5232 · Meter Lease	334	433	-99	77%
5235 · Postage	679	145	534	468%
Total 5230 · Postage & Equip Lease	1,013	578	435	175%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,519	1,681	838	150%
Total 5240 · Copier Lease & Supplies	2,519	1,681	838	150%
5250 · Telephone & Communications				
5253 · Administration	10,278	8,382	1,896	123%
5255 · Operations	397	598	-201	66%
Total 5250 · Telephone & Communications	10,675	8,980	1,695	119%
5260 · Professional Services				
5262 · Accounting	25,100	29,000	-3,900	87%
5263 · Audlt fees	16,500	18,000	-1,500	92%
5265 · Legal	22,669	66,668	-43,999	34%
5268 · Computer Consulting	1,721	719	1,002	239%
5269 · Payroll Processing	2,870	2,341	529	123%
Total 5260 · Professional Services	68,860	116,728	-47,868	59%
5290 · Credit Card Fees	11,000	10,373	627	106%
5921 · Internet Billing Service	1,095	1,817	-722	60%
Total 5200 · General & Administrative	123,339	159,940	-36,601	77%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	103,780	146,512	-42,732	71%
5315 · Operations	132,243	164,214	-31,971	81%
5318 · Maintenance	112,648	112,536	112	100%
Total 5310 · Salaries	348,671	423,262	-74,591	82%
5330 · Payroll Taxes				
5333 · Administration	6,782	11,206	-4,424	61%
5335 · Operations	9,174	12,564	-3,390	73%
5338 · Maintenance	7,520	8,612	-1,092	87%
Total 5330 · Payroll Taxes	23,476	32,382	-8,906	72%
5340 · Employee Benefits				
5342 · Vehicle Allowance				
5343 · Administration	31,033	29,795	1,238	104%
5345 · Operations	1,951		1,951	
5348 · Maintenance	36,202	39,953	-3,751	91%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2020 through February 2021

	<u>Jul '20 - Feb 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 5340 · Employee Benefits	69,186	69,748	-562	99%
5350 · Workers Compensation				
5353 · Administration	2,400	931	1,469	258%
5355 · Operations	4,696	4,434	262	106%
5358 · Maintenance	5,336	8,575	-3,239	62%
Total 5350 · Workers Compensation	12,432	13,940	-1,508	89%
5360 · Education & Training				
5363 · Administration	1,164	3,000	-1,836	39%
5365 · Operations	1,357		1,357	
5368 · Maintenance	1,100		1,100	
Total 5360 · Education & Training	3,621	3,000	621	121%
Total 5300 · Personnel	457,386	542,332	-84,946	84%
5400 · Insurance				
5410 · Liability Insurance	98,819	100,525	-1,706	98%
Total 5400 · Insurance	98,819	100,525	-1,706	98%
5500 · Utilities				
5510 · Garbage	77,856	66,664	11,192	117%
5520 · Gas and Electric	168,296	160,000	8,296	105%
5530 · Water	23,721	28,000	-4,279	85%
5540 · Sewer	28,688	28,000	688	102%
Total 5500 · Utilities	298,561	282,664	15,897	106%
5600 · Operating Supplies				
5610 · Vehicles	6,078	6,400	-322	95%
5625 · Operations	13,357	14,933	-1,576	89%
Total 5600 · Operating Supplies	19,435	21,333	-1,898	91%
5700 · Depreciation	333,348	333,334	14	100%
5800 · Repairs & Maintenance				
5810 · Vehicles	148	1,408	-1,260	11%
5830 · Equip Rental	1,902	3,699	-1,797	51%
5840 · Small Tools	450		450	
5850 · Repair Materials	29,966	44,893	-14,927	67%
5860 · Outside Service Contracts	41,010	46,668	-5,658	88%
5870 · Derelict Disposal	33,966	45,000	-11,034	75%
Total 5800 · Repairs & Maintenance	107,442	141,668	-34,226	76%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,638			
5990 · Bad Debt	17,000	20,000	-3,000	85%
Total 5900 · Financial Expenses	23,638	20,000	3,638	118%
Total · MARINA EXPENSES	1,461,968	1,601,796	-139,828	91%
Net Ordinary Income- Marina Operations	47,006	-51,844	98,850	-91%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2020 through February 2021

	Jul '20 - Feb 21	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	46,528	46,526	2	100%
4053 · MBARI	19,624	19,624		100%
Total 4050 · Trust Lands Lease Revenue	66,152	66,150	2	100%
4500 · Leases				
4501 · K-Pier Lease	9,072		9,072	
4502 · Cannery Building				
4517 · Suite 2	22,948	23,043	-95	100%
4504 · Suite 3	62,747	63,721	-974	98%
4511 · Suite 1 & 10	12,891	12,997	-106	99%
4515 · Suite 4	62,137	61,625	512	101%
4518 · Suite 5	17,811	17,190	621	104%
4510 · Suite 6	17,110	18,266	-1,156	94%
4512 · Suite 7	11,107		11,107	
4503 · Suite 8	6,365	6,262	103	102%
4520 · Suite 9	4,984	5,895	-911	85%
4523 · Canery NNN	23,045	26,667	-3,622	86%
Total 4502 · Cannery Building	241,145	235,666	5,479	102%
4530 · RV Lot	23,526	23,625	-99	100%
4540 · Martin & Mason	28,481	25,319	3,162	112%
4560 · North Harbor				
4562 · Sea Harvest	24,195	24,295	-100	100%
4568 · Monterey Bay Kayaks	63,298	22,402	40,896	283%
Total 4560 · North Harbor	87,493	46,697	40,796	187%
Total 4500 · Leases	389,717	331,307	58,410	118%
4600 · District Property Taxes	191,960	150,000	41,960	128%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	227,813	230,696	-2,883	99%
4126 · Passenger Vessel Fees		18,000	-18,000	
4710 · Vending Activities				
4711 · Washer/Dryer	4,403	5,400	-997	82%
4712 · Soda	237	200	37	119%
Total 4710 · Vending Activities	4,640	5,600	-960	83%
4720 · Dry Storage	39,226	40,000	-774	98%
4725 · North Harbor Use Fee	105,280	79,000	26,280	133%
4727 · Key Sales	4,845	3,293	1,552	147%
4730 · NH Washdown	270	800	-530	34%
4735 · Camp/RV		1,664	-1,664	
4740 · Equipment Rental	100	150	-50	67%
4751 · Permits	3,717	3,000	717	124%
4765 · Faxes, Copies & Postage	14	40	-26	35%
4770 · Surplus Auction/Sales	258		258	100%
Total 4700 · Other Revenues & Concessions	386,163	382,243	3,920	101%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2020 through February 2021

	Jul '20 - Feb 21	Budget	\$ Over Budget	% of Budget
4800 · Interest				
4841 · Union Bank Interest	101	200	-99	51%
4843 · First Capital Bank	2,054	2,064	-10	100%
4846 · Umpqua Interest	338	2,400	-2,062	14%
Total 4800 · Interest	2,493	4,664	-2,171	53%
Total 4400 · LEASE AND OTHER INCOME	1,036,485	934,364	102,121	111%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	51,464	51,464		100%
Total 7100 · Interest Expense	51,464	51,464		100%
7200 · Other Financial Expenses				
7221 · CSDA Dues	7,253	6,800	453	107%
7230 · LAFO Administrative Charges	5,425	7,500	-2,075	72%
Total 7200 · Other Financial Expenses	12,678	14,300	-1,622	89%
5700 · Depreciation	333,348	333,334	14	100%
7300 · Commissioner Expenses				
7310 · Election Costs		500,000	-500,000	
7320 · Monthly Stipend	11,250	13,000	-1,750	87%
7321 · Employer Payroll Taxes	775	1,002	-227	77%
7330 · Incurred Expenses	238	2,000	-1,762	12%
Total 7300 · Commissioner Expenses	12,263	516,002	-503,739	2%
Total 7000 · LEASE AND OTHER EXPENSES	409,753	915,100	-505,347	0
Net Ordinary Income - Lease & Other Operations	626,732	19,264	607,468	33
Net Ordinary Income - Combined Operations	673,738	-32,580	706,318	-21

Moss Landing Harbor District Profit & Loss Budget vs. Actual July 2020 through February 2021

	Jul '20 - Feb 21	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8000 · CAPITAL PROJECT REVENUE				
8215 · FEMA Grant Receivable		600,000	-600,000	
Total 8000 · CAPITAL PROJECT REVENUE		600,000	-600,000	
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	546	133,332	-132,786	0%
8201 · Reimbursable expenses	-696	-133,332	132,636	1%
Total 8001 · Cost Reimbursements	-150		-150	100%
Total Other Income	-150	600,000	-600,150	-0%
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging		250,000	-250,000	
9051 · Sewer Lift Station		50,000	-50,000	
9053 · Dock Maintenance		100,000	-100,000	
9054 · Sea Lion Deterrent Fencing	1,953	25,000	-23,047	8%
9060 · NH Berthers Parking/Paving		100,000	-100,000	
9150 · Cannery	17,922	300,000	-282,078	6%
9250 · Security Camera		50,000	-50,000	
9305 · Piling Replacement Proj. - Dist	126,562	100,000	26,562	127%
9309 · New NH Building	1,719	1,000,000	-998,281	0%
9310 · NH Hotel		75,000	-75,000	
9470 · NH Visitor Dock		400,000	-400,000	
9530 · Dry Storage Yard		50,000	-50,000	
9565 · Miscellaneous Capital Projects	29,897	150,000	-120,103	20%
9750 · Office Computers		225,000	-225,000	
9800 · Dock Replacement		200,000	-200,000	
Total 9000 · CAPITAL PROJECT EXPENSES	178,053	3,075,000	-2,896,947	6%
Total Other Expense	178,053	3,075,000	-2,896,947	6%
Net Other Income	-178,203	-2,475,000	2,296,797	7%
Net Income	495,535	-2,507,580	3,003,115	-20%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2020 through February 2021

	<u>Jul '20 - Feb 21</u>	<u>Jul '19 - Feb 20</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,153,065	1,113,899	39,166	4%
4112 · Qtrly/Annual Discount	-2,358	-925	-1,433	-155%
4113 · Commercial Vessel Dscnt	-8,480	-8,351	-129	-2%
4114 · Away (1 mnth) Dscnt	-476	-836	360	43%
4115 · Temporary Berthing	184,231	147,164	37,067	25%
4120 · Liveaboard Fees	84,570	85,413	-843	-1%
4130 · Transient Berthing	17,742	25,016	-7,274	-29%
4220 · Wait List	6,803	4,450	2,353	53%
4260 · Towing - Intra Harbor	450	600	-150	-25%
4270 · Pumpouts	1,000	1,650	-650	-39%
4280 · Late Fees	23,370	22,230	1,140	5%
4282 · Recovered Lien Costs	200	1,790	-1,590	-89%
Total 4100 · Berthing Income	<u>1,460,117</u>	<u>1,392,100</u>	<u>68,017</u>	<u>5%</u>
4200 · Other Income - Operations				
4225 · Merchandise	42	222	-180	-81%
4230 · SH Parking	45,924	78,424	-32,500	-41%
4285 · Dog Fee	775	925	-150	-16%
4290 · Misc	2,116	307	1,809	589%
Total 4200 · Other Income - Operations	<u>48,857</u>	<u>79,878</u>	<u>-31,021</u>	<u>-39%</u>
Total 4000 · MARINA REVENUES	<u>1,508,974</u>	<u>1,471,978</u>	<u>36,996</u>	<u>3%</u>

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2020 through February 2021

Expense	Jul '20 - Feb 21	Jul '19 - Feb 20	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	3,359	4,155	-796	-19%
5210 · Dues & Subscriptions	11,326	5,579	5,747	103%
5220 · Office Supplies				
5223 · Administration	6,249	3,198	3,051	95%
5225 · Operations	7,243	6,700	543	8%
Total 5220 · Office Supplies	<u>13,492</u>	<u>9,898</u>	<u>3,594</u>	<u>36%</u>
5230 · Postage & Equip Lease				
5232 · Meter Lease	334	590	-256	-43%
5235 · Postage	679	179	500	279%
Total 5230 · Postage & Equip Lease	<u>1,013</u>	<u>769</u>	<u>244</u>	<u>32%</u>
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,519	1,999	520	26%
Total 5240 · Copier Lease & Supplies	<u>2,519</u>	<u>1,999</u>	<u>520</u>	<u>26%</u>
5250 · Telephone & Communications				
5253 · Administration	10,278	9,362	916	10%
5255 · Operations	397	797	-400	-50%
Total 5250 · Telephone & Communications	<u>10,675</u>	<u>10,159</u>	<u>516</u>	<u>5%</u>
5260 · Professional Services				
5262 · Accounting	25,100	28,536	-3,436	-12%
5263 · Audit fees	16,500	16,500		
5265 · Legal	22,669	38,840	-16,171	-42%
5268 · Computer Consulting	1,721	1,240	481	39%
5269 · Payroll Processing	2,870	2,838	32	1%
Total 5260 · Professional Services	<u>68,860</u>	<u>87,954</u>	<u>-19,094</u>	<u>-22%</u>
5290 · Credit Card Fees	11,000	12,729	-1,729	-14%
5921 · Internet Billing Service	1,095	2,377	-1,282	-54%
Total 5200 · General & Administrative	<u>123,339</u>	<u>135,619</u>	<u>-12,280</u>	<u>-9%</u>
5300 · Personnel				
5310 · Salaries				
5313 · Administration	103,780	91,185	12,595	14%
5315 · Operations	132,243	125,050	7,193	6%
5318 · Maintenance	112,648	100,927	11,721	12%
Total 5310 · Salaries	<u>348,671</u>	<u>317,162</u>	<u>31,509</u>	<u>10%</u>
5330 · Payroll Taxes				
5333 · Administration	6,782	6,825	-43	-1%
5335 · Operations	9,174	9,566	-392	-4%
5338 · Maintenance	7,520	7,847	-327	-4%
Total 5330 · Payroll Taxes	<u>23,476</u>	<u>24,238</u>	<u>-762</u>	<u>-3%</u>
5340 · Employee Benefits				
5343 · Administration	31,033	28,744	2,289	8%
5345 · Operations	1,951	3,685	-1,734	-47%
5348 · Maintenance	36,202	34,651	1,551	4%
Total 5340 · Employee Benefits	<u>69,186</u>	<u>67,080</u>	<u>2,106</u>	<u>3%</u>

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2020 through February 2021

	Jul '20 - Feb 21	Jul '19 - Feb 20	\$ Change	% Change
5350 · Workers Compensation				
5353 · Administration	2,400	2,400		
5355 · Operations	4,696	4,303	393	9%
5358 · Maintenance	5,336	5,336		
Total 5350 · Workers Compensation	12,432	12,039	393	3%
5360 · Education & Training				
5363 · Administration	1,164	920	244	27%
5365 · Operations	1,357		1,357	100%
5368 · Maintenance	1,100		1,100	100%
Total 5360 · Education & Training	3,621	920	2,701	294%
Total 5300 · Personnel	457,386	421,439	35,947	9%
5400 · Insurance				
5410 · Liability Insurance	98,819	85,743	13,076	15%
Total 5400 · Insurance	98,819	85,743	13,076	15%
5500 · Utilities				
5510 · Garbage	77,856	61,709	16,147	26%
5520 · Gas and Electric	168,296	167,496	800	0%
5530 · Water	23,721	25,345	-1,624	-6%
5540 · Sewer	28,688	26,725	1,963	7%
Total 5500 · Utilities	298,561	281,275	17,286	6%
5600 · Operating Supplies				
5610 · Vehicles	6,078	5,888	190	3%
5625 · Operations	13,357	13,795	-438	-3%
Total 5600 · Operating Supplies	19,435	19,683	-248	-1%
5700 · Depreciation	333,348	314,665	18,684	6%
5800 · Repairs & Maintenance				
5810 · Vehicles	148	1,444	-1,296	-90%
5830 · Equip Rental	1,902	3,121	-1,219	-39%
5840 · Small Tools	450		450	100%
5850 · Repair Materials	29,966	38,358	-8,392	-22%
5860 · Outside Service Contracts	41,010	61,352	-20,342	-33%
5870 · Derelict Disposal	33,966	34,634	-668	-2%
Total 5800 · Repairs & Maintenance	107,442	138,909	-31,467	-23%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,638		6,638	100%
5990 · Bad Debt	17,000	17,000		
Total 5900 · Financial Expenses	23,638	17,000	6,638	39%
Total · MARINA EXPENSES	1,461,968	1,414,333	47,636	3%
Net Ordinary Income - Marina Operations	47,006	57,646	-10,640	-18%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2020 through February 2021

	Jul '20 - Feb 21	Jul '19 - Feb 20	\$ Change	% Change
4400 - LEASE AND OTHER INCOME				
4050 - Trust Lands Lease Revenue				
4051 - Dynegy Outfall	46,528	45,462	1,066	2%
4053 - MBARI	19,624	18,499	1,125	6%
Total 4050 - Trust Lands Lease Revenue	66,152	63,961	2,191	3%
4500 - Leases				
4501 - K-Pier Lease	9,072		9,072	100%
4502 - Cannery Building				
4517 - Suite 2	22,948	22,262	686	3%
4504 - Suite 3	62,747	70,068	-7,321	-10%
4511 - Suite 1 & 10	12,891	12,526	365	3%
4515 - Suite 4	62,137	60,683	1,454	2%
4518 - Suite 5	17,811	15,967	1,844	12%
4510 - Suite 6	17,110	17,851	-741	-4%
4512 - Suite 7	11,107	7,282	3,825	53%
4503 - Suite 8	6,365	6,180	185	3%
4520 - Suite 9	4,984	4,272	712	17%
4523 - Canary NNN	23,045	13,617	9,428	69%
Total 4502 - Cannery Building	241,145	230,708	10,437	5%
4530 - RV Lot	23,526	23,000	526	2%
4540 - Martin & Mason	28,481	24,562	3,919	16%
4560 - North Harbor				
4562 - Sea Harvest	24,195	23,653	542	2%
4568 - Monterey Bay Kayaks	63,298	37,718	25,580	68%
Total 4560 - North Harbor	87,493	61,371	26,122	43%
Total 4500 - Leases	389,717	339,641	50,076	15%
4600 - District Property Taxes	191,960	177,621	14,339	8%
4700 - Other Revenues & Concessions				
4125 - Amenity Fee	227,813	185,345	42,468	23%
4126 - Passenger Vessel Fees		25,826	-25,826	-100%
4710 - Vending Activities				
4711 - Washer/Dryer	4,403	4,881	-478	-10%
4712 - Soda	237	281	-44	-16%
Total 4710 - Vending Activities	4,640	5,162	-522	-10%
4720 - Dry Storage	39,226	40,297	-1,071	-3%
4725 - North Harbor Use Fee	105,280	76,661	28,619	37%
4727 - Key Sales	4,845	2,628	2,217	84%
4730 - NH Washdown	270	770	-500	-65%
4735 - Camp/RV		550	-550	-100%
4740 - Equipment Rental	100		100	100%
4751 - Permits	3,717	2,235	1,482	66%
4765 - Faxes, Copies & Postage	14	55	-41	-75%
4770 - Surplus Auction/Sales	258		258	100%
Total 4700 - Other Revenues & Concessions	386,163	339,529	46,634	14%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2020 through February 2021

	Jul '20 - Feb 21	Jul '19 - Feb 20	\$ Change	% Change
4800 · Interest				
4841 · Union Bank Interest	101	182	-81	-45%
4843 · First Capital Bank	2,054	2,084	-30	-1%
4846 · Umpqua Interest	338	2,504	-2,166	-87%
Total 4800 · Interest	2,493	4,770	-2,277	-48%
Total 4400 · LEASE AND OTHER INCOME	1,036,485	925,522	110,963	12%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	51,464	57,987	-6,523	-11%
Total 7100 · Interest Expense	51,464	57,987	-6,523	-11%
7200 · Other Financial Expenses				
7221 · CSDA Dues	7,253	7,077	176	2%
7230 · LAFO Administrative Charges	5,425	6,357	-932	-15%
Total 7200 · Other Financial Expenses	12,678	13,434	-756	-6%
5700 · Depreciation	333,348	314,665	18,684	6%
7300 · Commissioner Expenses				
7320 · Monthly Stipend	11,250	8,700	2,550	29%
7321 · Employer Payroll Taxes	775	666	109	16%
7330 · Incurred Expenses	238	2,319	-2,081	-90%
Total 7300 · Commissioner Expenses	12,263	11,685	578	5%
Total 7000 · LEASE AND OTHER EXPENSES	409,753	397,771	11,983	3%
Net Ordinary Income - Lease & Other Operations	626,732	527,752	98,981	19%
Net Ordinary Income - Combined Operations	673,738	585,397	88,341	15%
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	546	20,313	-19,767	-97%
8201 · Reimbursable expenses	-696	-20,073	19,377	97%
Total 8001 · Cost Reimbursements	-150	240	-390	-163%
Total Other Income	-150	240	-390	-163%
Other Expense				
Gain/Loss on Disposition		54,632	-54,632	-100%
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging		1,448,716	-1,448,716	-100%
9053 · Dock Maintenance				
9054 · Sea Lion Deterrent Fencing	1,953		1,953	100%
9150 · Cannery	17,922		17,922	100%
9305 · Piling Replacement Proj. - Dist	126,562		126,562	100%
9309 · New NH Building	1,719	302,262	-300,543	-99%
9565 · Miscellaneous Capital Projects	29,897		29,897	100%
Total 9000 · CAPITAL PROJECT EXPENSES	178,053	1,750,978	-1,572,925	-90%
Total Other Expense	178,053	1,805,610	-1,627,557	-90%
Net Other Income	-178,203	-1,805,370	1,627,167	90%
Net Income	495,535	-1,219,973	1,715,508	141%

Moss Landing Harbor District
A/P Aging Summary
As of February 28, 2021

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Allied Administrators for Delta Dental	0.00	-402.14	0.00	0.00	0.00	-402.14
AT&T	96.32	0.00	0.00	0.00	0.00	96.32
Bayside Oil, Inc.	0.00	1,300.00	0.00	0.00	0.00	1,300.00
Big Creek Lumber	1,340.75	0.00	0.00	0.00	0.00	1,340.75
Blue Shield of California	0.00	-357.20	0.00	0.00	0.00	-357.20
Byte Technology	312.00	0.00	0.00	0.00	0.00	312.00
CalPERS	0.00	-6,732.61	-5,375.00	0.00	0.00	-12,107.61
Carmel Marina Corporation	3,532.13	0.00	0.00	0.00	0.00	3,532.13
Castroville "ACE" Hardware	85.79	0.00	0.00	0.00	0.00	85.79
Clintas	453.44	0.00	0.00	0.00	0.00	453.44
Hodges Consulting Services	1,991.43	0.00	0.00	0.00	0.00	1,991.43
IPFS Corporation	0.00	-10,704.35	0.00	0.00	0.00	-10,704.35
Kimberly Richardson	980.00	0.00	0.00	0.00	0.00	980.00
Mechanics Bank	1,717.10	0.00	0.00	0.00	0.00	1,717.10
Monterey Sanitary Supply	0.00	811.90	0.00	0.00	0.00	811.90
Moss Landing Boat Works	0.00	1,000.00	0.00	0.00	0.00	1,000.00
MP Express	314.75	0.00	0.00	0.00	0.00	314.75
Pajaro/Sunny Mesa C.S.D.	2,371.24	0.00	0.00	0.00	0.00	2,371.24
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Razzolink, Inc.	0.00	-136.85	0.00	0.00	0.00	-136.85
Royal Wholesale Electric	425.07	0.00	0.00	0.00	0.00	425.07
U.S. Bank	1,601.44	0.00	0.00	0.00	0.00	1,601.44
VALIC	2,423.09	0.00	0.00	0.00	0.00	2,423.09
Vision Sevice Plan	0.00	-142.95	0.00	0.00	0.00	-142.95
TOTAL	<u><u>17,644.55</u></u>	<u><u>-35,364.20</u></u>	<u><u>-5,375.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>-23,094.65</u></u>

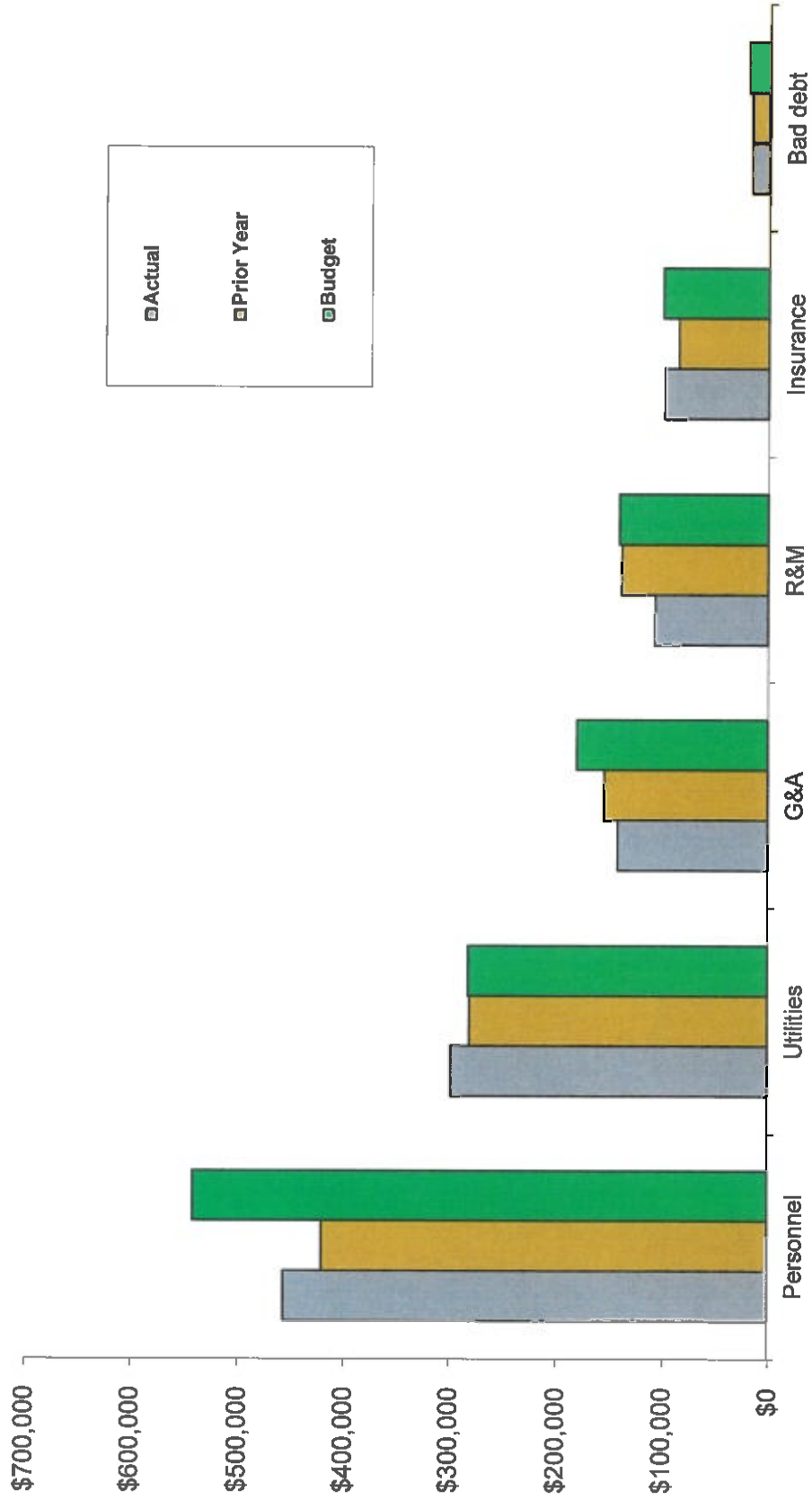
Moss Landing Harbor District
Warrant Listing
As of February 28, 2021

Type	Date	Num	Name	Amount
1009 - Union - Operating				
Check	02/04/2021		Payroll Partners	-140.74
Check	02/05/2021	2984	Ferrante, Vincent	-319.50
Check	02/05/2021	2985	Goulart, James	-113.94
Check	02/05/2021	2986	Jeffries, Russell	-452.67
Check	02/05/2021	2987	Tony Leonardini	-341.81
Check	02/05/2021	2988	Neal Norris	-775.40
Check	02/05/2021	2989	RJ Collier	-623.77
Check	02/05/2021	2990	Dennis Dixon	-101.18
Check	02/05/2021		Union Bank	-501.75
Check	02/08/2021		NPC Merchant Pymt Proc	-2,360.80
Bill Pmt -Check	02/09/2021	21551	Allied Administrators for Delta Dental	-402.14
Bill Pmt -Check	02/09/2021	21552	AT&T	-66.49
Bill Pmt -Check	02/09/2021	21553	Auto Care LifeSaver Towing	-2,256.00
Bill Pmt -Check	02/09/2021	21554	Blue Shield of California	-357.20
Bill Pmt -Check	02/09/2021	21555	Carmel Marina Corporation	-320.52
Bill Pmt -Check	02/09/2021	21556	Central Coast Systems, Inc.	-105.00
Bill Pmt -Check	02/09/2021	21557	Cintas	-680.17
Bill Pmt -Check	02/09/2021	21558	Dixon & Son Tire	-40.00
Bill Pmt -Check	02/09/2021	21559	Henderson Marine Supply	-151.29
Bill Pmt -Check	02/09/2021	21560	Icon Building & Developement, Inc.	-1,334.00
Bill Pmt -Check	02/09/2021	21561	IPFS Corporation	-10,704.35
Bill Pmt -Check	02/09/2021	21562	Mechanics Bank	-275.13
Bill Pmt -Check	02/09/2021	21563	Monterey One Water	-319.45
Bill Pmt -Check	02/09/2021	21564	MP Express	-246.27
Bill Pmt -Check	02/09/2021	21565	Pajaro/Sunny Mesa C.S.D.	-2,469.16
Bill Pmt -Check	02/09/2021	21566	PG&E	-20,000.00
Bill Pmt -Check	02/09/2021	21567	Rainer Stegmann	-500.00
Bill Pmt -Check	02/09/2021	21568	Razzolink, Inc.	-273.70
Bill Pmt -Check	02/09/2021	21569	Sunrise Express	-60.66
Bill Pmt -Check	02/09/2021	21570	Tommy Razzeca	-300.00
Bill Pmt -Check	02/09/2021	21571	U.S. Bank	-1,583.60
Bill Pmt -Check	02/09/2021	21572	Unified Building Maintenance	-1,350.00
Bill Pmt -Check	02/09/2021	21573	VALIC	-1,615.39
Bill Pmt -Check	02/09/2021	21574	Vision Sevice Plan	-142.95
Bill Pmt -Check	02/09/2021	21575	William Zeiders	-425.00
Bill Pmt -Check	02/09/2021	21576	Carmel Marina Corporation	-1,144.07
Bill Pmt -Check	02/09/2021	21577	Mechanics Bank	-396.79
Bill Pmt -Check	02/09/2021	21578	Monterey One Water	-6,999.58
Bill Pmt -Check	02/09/2021	21579	Carmel Marina Corporation	-1,583.68
Bill Pmt -Check	02/09/2021	21580	Mechanics Bank	-261.66
Bill Pmt -Check	02/09/2021	21581	Carmel Marina Corporation	-5,228.98
Bill Pmt -Check	02/09/2021	21582	Pajaro Valley Lock Shop	-379.64
Bill Pmt -Check	02/11/2021	21583	Monterey Sanitary Supply	-259.09
Bill Pmt -Check	02/16/2021	21584	Lockton Insurance Company	-325.00

Moss Landing Harbor District
Warrant Listing
As of February 28, 2021

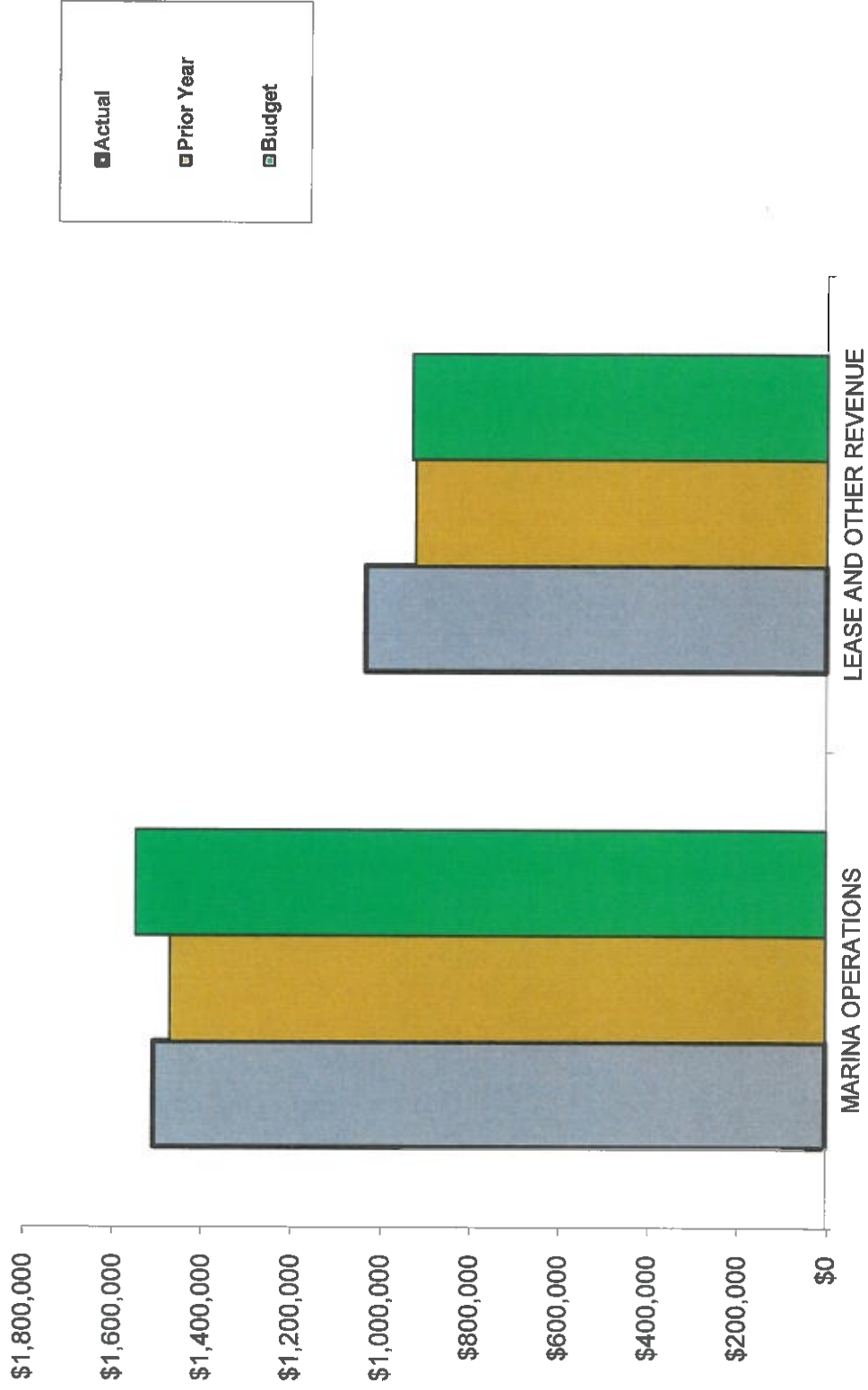
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Check	02/18/2021		Payroll Partners	-140.74
Check	02/19/2021	2991	Ferrante, Vincent	-319.50
Check	02/19/2021	2992	Goulart, James	-113.93
Check	02/19/2021	2993	Jeffries, Russell	-452.67
Check	02/19/2021	2994	Tony Leonardini	-341.81
Check	02/19/2021	2995	Neal Norris	-775.38
Check	02/19/2021	2996	RJ Collier	-631.26
Check	02/19/2021	2997	Dennis Dixon	-61.53
Bill Pmt -Check	02/22/2021	21585	AT&T	-598.33
Bill Pmt -Check	02/22/2021	21586	Auto Care LifeSaver Towing	-157.50
Bill Pmt -Check	02/22/2021	21587	CalPERS	-6,732.61
Bill Pmt -Check	02/22/2021	21588	Despard Marine Services	-400.00
Bill Pmt -Check	02/22/2021	21589	Gary Burnett	-500.00
Bill Pmt -Check	02/22/2021	21590	Jarvis, Fay, & Gibson, LLP	-5,188.50
Bill Pmt -Check	02/22/2021	21591	Jondalar Hoffeditz	-365.50
Bill Pmt -Check	02/22/2021	21592	MBS Business Systems	-220.44
Bill Pmt -Check	02/22/2021	21593	MP Express	-329.59
Bill Pmt -Check	02/22/2021	21594	Pacific Parking Systems, Inc.	-12,473.05
Bill Pmt -Check	02/22/2021	21595	Revel Enviornmental Manufacturing , Inc.	-572.00
Bill Pmt -Check	02/22/2021	21596	Verizon Wireless	-113.20
Bill Pmt -Check	02/22/2021	21597	WASH	-202.08
Bill Pmt -Check	02/22/2021	21598	Wendy L. Cumming, CPA	-2,682.50
Bill Pmt -Check	02/22/2021	21599	AT&T	-390.45
Bill Pmt -Check	02/22/2021	21600	Valero Marketing and Supply Company	-711.29
Bill Pmt -Check	02/25/2021	18601	Office Depot	-533.61
Total 1009 · Union - Operating				-103,295.99
TOTAL				-103,295.99

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
February 28, 2021**

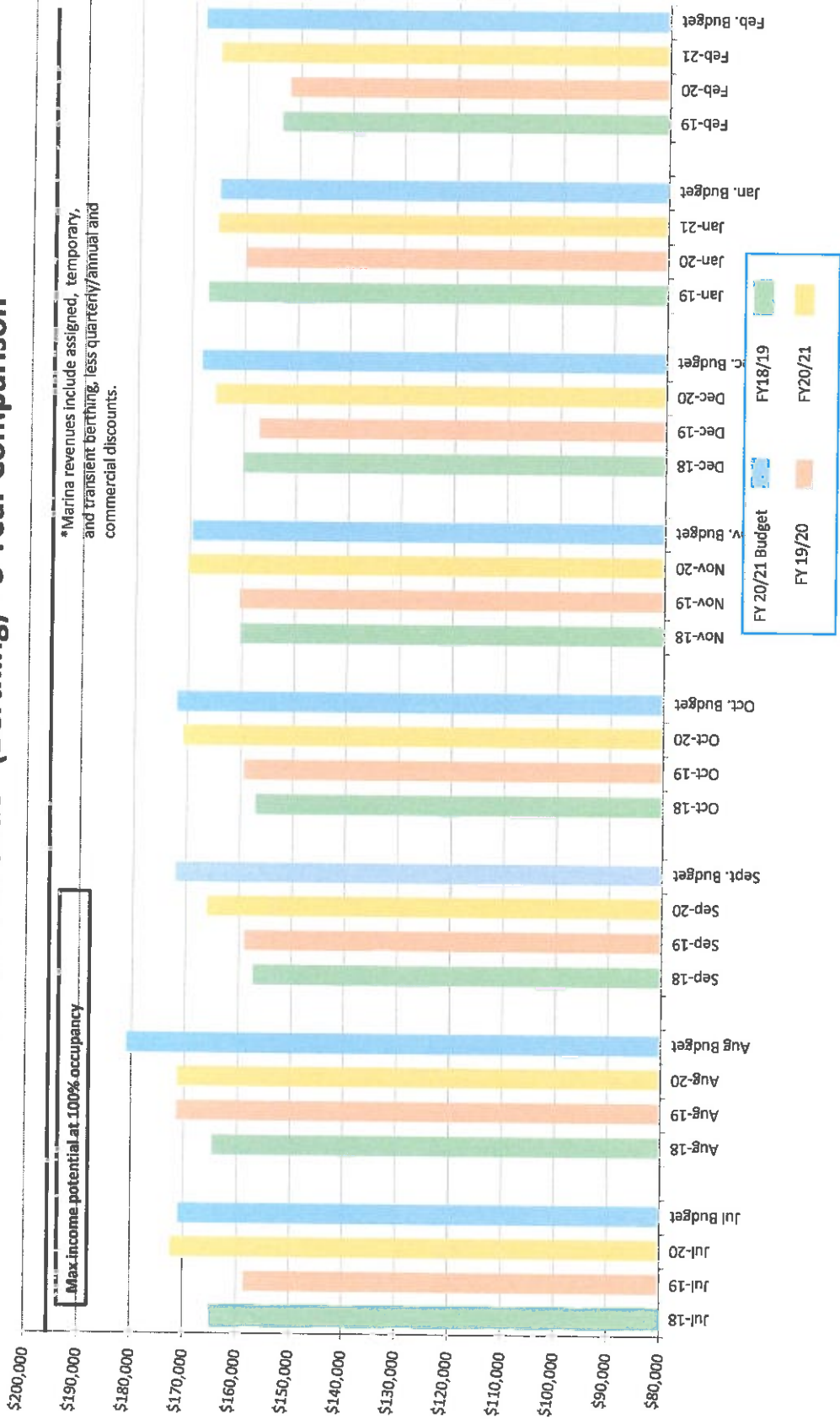


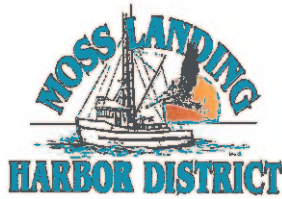
**** Expenses Exclude Dredging, Depreciation and Interest Expenses****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
February 28, 2021**



Moss Landing Harbor District Marina Revenue* (Berthing) - 3 Year Comparison





BOARD OF HARBOR COMMISSIONERS

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**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING MARCH 31, 2021

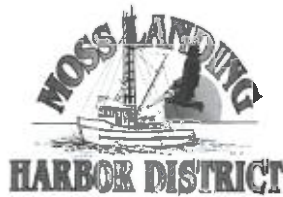
1. Dredge Project: Dredging was needed in the Harbor’s Federal Navigation Channel which was completed by the Army Corps of Engineers (ACOE). The General Manager has been in consistent contact with ACOE over the past 2 years in an effort to ensure that this project took place as soon as possible. Moss Landing Harbor staff is happy to report that the ACOE contractor completed the project in mid January 2021.

2. North Harbor Building Listing: As of December 28, 2020, Mahoney & Associates was given notice that the contract they had with the Harbor District for the listing of the North Harbor Building was expired and that their services were no longer required. As of now, the Harbor District has no listing agent for the building and the General Manager has been working with interested parties in the hopes of securing tenants at the building. As the COVID-19 pandemic restrictions loosen in Monterey County and the commercial real estate market starts to pick back up, The Board of Harbor Commissioners may choose to explore the options related to the representation of the new building listing by a real estate professional. The General Manager will take appropriate action once given direction from the Board.

3. North Harbor Inn Project: This project is currently on hold. The Harbor District received a proposal related to the development of property in the North Harbor where the Inn would be located if constructed. The Real Property Committee met with the potential developer in late February 2021 and provided a counter proposal. We are currently awaiting a response.

5. Cannery Building HVAC and Penthouse Mechanical Room: 3 HVAC units at the Cannery Building are in need of replacement. The units are, and have been quickly deteriorating due to the salt air environment here in Moss Landing. In an effort to prevent future units from deteriorating so quickly, staff is proposing a penthouse mechanical room be built to house the new units protecting them from the environment. This will reduce maintenance extending the overall life of the new units. Staff hired Wald Ruhnke & Dost Architects (WRD) to draw up plans for the penthouse mechanical suite which will be used for permitting and the notice inviting bids for the project. The project plans were recently completed by WRD and have since been submitted to the Monterey County Planning Department for review. Staff is hopeful that the project will be completed prior to the end of summer 2021.

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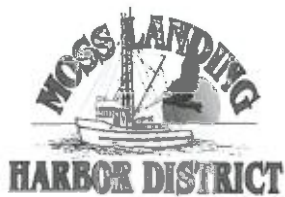


GENERAL MANAGER
HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF MARCH 31, 2021

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2021	Current	Facilities Use	01/01/22
Blue Ocean Whale Watch	2/18/2021	Current	Facilities Use	2/18/2022
Whisper Charters	2/28/2021	Current	Facilities Use	2/28/2022
REI Outdoor School	3/24/2020	Expired	Not Renewed	3/24/2021
Fast Raft	3/26/2021	Current	Facilities Use	3/26/2022
MBARI-Otter Studies	4/1/2020	Current	Facilities Use	4/1/2021
Kahuna Sportfishing	6/12/2020	Current	Facilities Use	6/12/2021
Venture Quest Kayaking	6/30/2020	Current	Facilities Use	6/30/2021
Kayak Connection	6/30/2020	Current	Facilities Use	6/30/2021
Sanctuary Cruises	6/30/2020	Current	Facilities Use	6/30/2021
Sea Goddess Whale Watching-Tours	6/30/2020	Current	Facilities Use	6/30/2021
Sea Goddess Whale Watching-Souvenirs	6/30/2020	Current	Peddlers	6/30/2021
MBARI-Slough Test Moorings	6/30/2020	Current	Facilities Use	6/30/2021
Elkhorn Slough Safari - Tours	10/19/2020	Current	Facilities Use	10/19/2021
Blue Water Ventures	10/31/2020	Current	Facilities Use	10/31/2021
Wild Fish-Vicki Crow	11/20/2020	Current	Peddlers	11/20/21



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GENERAL MANAGER
HARBORMASTER
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STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF MARCH 31, 2021

Monterey County Fish and Game Advisory Commission – Meetings are on the 2nd Tuesday of even months. <http://www.co.monterey.ca.us/bcandc/fishgame.html>

Moss Landing Chamber of Commerce Meetings – Due to COVID-19 and in compliance with the Shelter - in - Place order all meetings are done by E-mail until further notice and will resume regular schedule of every second Wednesday of each month, Moss Landing Harbor District Board Room, 4 p.m.

Monterey Bay Sanctuary Advisory Council Meetings – 2021 - <https://montereybay.noaa.gov>
Currently no meeting dates in 2021 listed on the MBNMS website.

STAFF REPORT

ITEM NUMBER 06 - LIVEBOARD REPORT BOARD MEETING OF MARCH 31, 2021

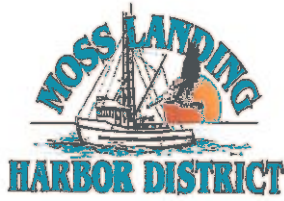
Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted live aboard vessels and all persons living aboard. The permits for these live boards have automatically renewed through the last day of this month. As of this writing, there are no (0) revocation actions pending.

<u>Name</u>	<u>Vessel</u>
1. Slaymaker P.	Stepping Stone CF 1101 TY
2. Jones, L	Intrepid CF 0292 VE
3. Bohigan, D.	Breezing Up, ON 559013
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Doyle, M	Billikon, CF 3946 TM
7. Cayuela, R.	Rachel Angelet, CF 6969 UB
8. Michael, McVay	Gaviota, CF 4863 FP
9. Hughes, S	Sojourn, on 1067078
10 Cloer, J./Ajuria M.	Laurie, CF 2688 EX
11. Chambers, B.	Pyxis, ON 984193
12. Chaney, Don	Windswept, ON 1094268
13. Clark D.	Seaside Escape CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Jimmy Page	Lanitra, CF 7346 SH
16. Elwell, G.	Pearl, ON 557575
17. Faneuf, C.	Ghost Ryder ON 1048498
18. Stanford, M	Baba Bouy, ON 564525
19. Potter, D.	Danu CF 4085 GC
20. Harrington,H.	Isle of View, ON 997142
21. Glovin, D	Aint to Shabby CF 7434 SL
22. Laoretti, P/ Laoretti, S	Shaka, ON 699611
23 Jerred, D.	Westwind, CF8564 GM
24. Groom D	Phoenix, CF 5084 GJ
25. Jones, H.	Laetare, CF 5495 YB
26. Jones, T.	Sanity, CF 5249 SC
27. Kennedy C. Lahman D.	Aztlan, ON 281903
28. Ayres, Lloyd	Gaviota, CF 4656 GG
29. Knudson L/Knudson A.	Spellbound, ON 082155
30. Malone, RJ	Francis W, CF 2017 UZ
31. Marsee, E, Lynch, C	Tolly Craft CF 9521 HT
32. Burnett, Gary	Zinful CF5419 JG
33. Maris, T.	Nimble, CF 3730 KB

34. Robinson, D/ Robinson, L
35. Nieman J
36. Niswonger, R.
37. Nunes, D.
38. Otis, T.
39. Paul, J
40. Schlegelmilch, William
41. Velaquez F
42. Raaphorst, D.
43. Reins, D.
44. Rotger, M.
45. Dyer, B
46. Piro, Daniel
47. Schmidt, L
48. **Pending**
49. Peabody, C
50. Salisbury, J.
51. Thomas, B.
52. Tufts, M.
53. Sumner, Aaron
54. Wolinski, Peter
55. Morgan, J
56. Samuelson, T.
57. Andrews, R
58. Riberal, Y
59. Schwontes, N/ Mosolov, A
60. Bowler, J

Damn Baby CF 9442 EX
 Inia, ON 1074183
 Illusion, CF 0836 TA
 Auoroa, ON 676686
 Blue Moon, CF 1886 GT
 La Wanda CF 5014 FR
 Bull Dog ON 1219673
 Lorraine CF 0533 JL
 Spirit, ON 664971
 Second Paradise, ON 912484
 Raven, ON 241650
 Star of Light ON 1056334
 Gulf Star CF 6082 GL
 Lady Monroe CF5007 UM
Pending Application
 Margaret Joie, CF 9503 GM
 Oceanid, CF 4210 GA
 Coho, CF 9974 KK
 Enchantress, CF 0878 SX
 Bellisima CF 4668 FV
 Muffin, ON 1148169
 Ripple, ON 1037076
 Moonstone CF 5122 GX
 Sea Free ON 613387
 Boss Lady, ON 556296
 Luna Sea, ON 1138367
 Myrtle Mae, CF 3187 FN

Total Number Vessels: 59
 Total Number Persons: 67
 Pending Applications -1-



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 7 - SLIP INCOME REPORT
BOARD MEETING OF MARCH 31, 2021

Slip Rates 2020/2021 per linear foot:

Assigned: \$8.40/ft./month
Temporary: \$12.50/ft./month
Transient: \$1.25/ft./day

INCOME

February 2021
\$165,075

February 2019
\$151,959

February 2021 Budget
\$168,018

For the month, slip income is below budget by \$3k, due to lower than anticipated assigned and transient berthing, offset by higher temporary berthing revenue. Slip income is higher than prior year by \$13k, due to higher assigned and temporary berthing revenue.



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STAFF REPORT

ITEM NUMBER 08 – INCIDENT REPORT
BOARD MEETING OF MARCH 31, 2021

01/26/2021 Night staff received a call of a vessel on Jdock sitting low in the water. Staff responded pumping water from the vessel before contacting the owner.

01/29/2021 Day staff noticed that a vessel on Adock sitting low in the water. Staff contacted the owner of the vessel who came to the Harbor and pumped the vessel.

01/29/2021 Staff noticed a vessel on Bdock sitting low in the water. Staff placed a pump on the vessel and contacted the owner.

01/31/2021 A Harbor tenant lost power while in the bay and the vessel ended up on Moss Landing State Beach. The owner contacted Vessel Assist which was able to tow the vessel off the beach and back to its Harbor District berthing space.

02/03/2021 MCSO was contacted regarding items being removed off an abandoned vessel in the Harbor. The removal of items was found to be authorized.

02/06/2021 Staff received a report of a vehicle having been burglarized on the Elkhorn Yacht Club property.

02/12/2021 Staff contacted the owners of a vessel to inform them of unidentified persons aboard their vessel. The owner of the vessel arrived at the Harbor and found that the persons aboard the vessel had been given permission from a cousin of the owner. At the vessel owner's request, the persons onboard vacated the vessel and left the Harbor property.

02/21/2021 Harbor Staff was notified of a man lost in the water near the jetty at Moss Landing State Beach. Numerous agencies responded and a search was conducted for the man throughout the evening and continued the following day. Unfortunately the search concluded without the man being found.

03/11/2021 Harbor staff was contacted by Monterey County Sheriffs Deputies who were in pursuit of a suspect who had jumped into the Harbor water in an attempt to evade Deputies. Staff contacted the Harbor Master who responded and assisted Deputies in the search for the man using the Harbor District skiff. Ultimately the man was found hiding under a dock at Moss Landing Marine Laboratories and was taken in to custody.

03/18/2021 Harbor staff received a notice of a diesel sheen located in the area of A Dock. Staff responded to the area and found a vessel pumping a water/fuel mixture from its bilge. Staff made

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM NUMBER 08 – INCIDENT REPORT
03/31/2021

contact with the owner of the vessel who was onboard the vessel but was unaware that fuel was being pumped from the vessel into the Harbor water. The vessel owner shut down the bilge pump immediately once he was aware of the issue and staff placed boom around the vessel and began soaking up the fuel using absorbent pads. Staff filed report #1300688 related to the discharge of approximately 5 gallons of diesel fuel with the National Response Center. It was later discovered that the vessel had a leak in its fuel system and has since been moved to Moss Landing Boat Works to complete necessary repairs.

03/19/2021 North County Fire responded to A Dock for a medical emergency. A tenant was ultimately removed from his vessel and taken by ambulance for treatment. Harbor staff is unaware of any additional details at this time.

No further incidents to report as of March 23, 2021



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

**ITEM-18 GENERAL MANAGER UPDATE- TEMPORARY SUSPENSION OF DISTRICT LATE AND PASSENGER VESSEL FEES DURING THE COVID-19 PANDEMIC ORDINANCE NO. 208
BOARD MEETING OF MARCH 31, 2021**

On April 22, 2020, The Board of Harbor Commissioners adopted Ordinance 208, which in light of financial hardships created for residents and businesses by COVID-19 related disruptions in employment and business operations, authorized General Manager Razzeca to temporarily suspend the imposition of District Late Fees (for berth rentals, liveaboard fees and dry storage space rental) and Passenger Vessel Fees. The original term of the suspension was from April 22, 2020 through May 15, 2020. However, Ordinance 208 also provided General Manager Razzeca with authority to terminate or extend the suspension on an administrative basis as necessary and without further Board action, based in part on whether National, State or County restrictions on business and employment remain in effect. General Manager Razzeca is to provide a monthly report on the status of this matter and should receive input from the Board.

As of August 5, 2020, late fees on account balances were reinstated; however the Passenger Vessel fee has remained suspended. The General Manager recommendation as of the March 24, 2021 regular meeting is the passenger vessel fee remain suspended at least through April 28, 2021 (the next regularly scheduled meeting of the Board), due in large to the fact that COVID-related restrictions imposed by the County and State that have prevented such vessels from operating at full capacity have not been eliminated. The Board may provide input on said recommendations, and thereafter, General Manager Razzeca will take appropriate action. Notice of the action will thereafter be disseminated to the Harbor Community.



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM- 19 RESOLUTION NO. 21-01 REIMBURSEMENT AGREEMENT WITH LUSAMERICA BOARD MEETING OF MARCH 31, 2021

The District has been notified of the interest of Lusamerica Foods, Inc. (“Lusamerica”) in the development of a fish processing facility (“the “Project”) on District property located adjacent to Clam Way and Sandholdt Road. Preliminary proposed plans include the construction of a two-story packaging and processing facility with limited onsite parking. Upon submission of an application, the Project will require permit processing, general environmental analysis, and coordination with County and state entities that may have jurisdiction over said Project.

Since the Project is being proposed by a private proponent, and the District is prohibited from gifting such proponents with District services at District expense, the common practice for public entities such as the District is to require project proponents to enter into a reimbursement agreement for processing services.

Staff has prepared a “Reimbursement Agreement” (the “Agreement”) between Lusamerica and the District for use on the proposed Lusamerica Project. By the terms of the Agreement, Lusamerica will be responsible for establishing a reimbursement account in the initial amount of \$15,000 that will then be used to pay for all District costs incurred in processing Lusamerica’s Project Application. This includes all direct, indirect and overhead costs, staff costs (including legal fees), consultant costs (including the cost for new contract planning consultant Marc Del Piero, if approved), costs for preparation of reports deemed necessary for Project submission or consideration, and costs incurred in complying with any state, federal or local law or regulation. If the balance of the reimbursement account drops below \$5,000, then an additional deposit must be made to bring the balance up to \$10,000. The Agreement also contains provisions dealing with indemnification for District work, Lusamerica’s right to the release of the deposit balance either at the conclusion of Project processing or if the Project is abandoned before approval, and termination. This proposed Agreement is similar in content to agreements used by the District with other developers over the years.

Staff is recommending that the Board consider and adopt Resolution No. 21-01, approving a Reimbursement Agreement between the District and Lusamerica Foods, Inc. and authorizing the General Manager to execute the same on behalf of the District.

RESOLUTION NO 21-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A REIMBURSEMENT AGREEMENT WITH LUSAMERICA FOODS, INC.

* * * * *

WHEREAS, the District has been notified of the interest of Lusamerica Foods, Inc. (“Lusamerica”) in the development of a fish processing facility (“the “Project”) on District property located adjacent to Clam Way and Sandholdt Road; and

WHEREAS, upon submission of an application, the Project will require permit processing, general environmental analysis, and coordination with County and state entities that may have jurisdiction over said Project; and

WHEREAS, since the Project is being proposed by a private proponent, it is the District’s practice to require project proponents to enter into a reimbursement agreement for all costs incurred in processing activities; and

WHEREAS, Staff has prepared a “Reimbursement Agreement” (the “Agreement”) between Lusamerica and the District for use on the proposed Project whereby Lusamerica will be responsible for establishing a reimbursement account to be used to pay for all District costs, as described in the Agreement, incurred in processing the Project Application; and

WHEREAS, Staff is recommending that the Board consider and adopt Resolution No. 21-01, approving a Reimbursement Agreement between the District and Lusamerica Foods, Inc. and authorizing the General Manager to execute the same on behalf of the District.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that the Reimbursement Agreement between the District and Lusamerica Foods, Inc., attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved and that the General Manager is authorized to execute the same.

CERTIFICATION

Resolution No. 21-01 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on the 31st day of March, 2021, a quorum present and acting throughout, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California (“DISTRICT”), and Lusamerica Foods Inc., a California Corporation, (“PROPONENT”), collectively referred to herein as “the PARTIES,” and is made with reference to the following facts:

A. PROPONENT has approached DISTRICT with a proposal to develop a fish processing facility, with attendant parking, on a parcel of property owned by the DISTRICT. The proposed use and 30-year lease would be preceded by a three year lease for a variety of passive uses while the feasibility of the fish processing facility project was explored and various entitlements were sought from governmental entities having jurisdiction over the development and use of the property.

B. Project specifics are as follows:

Project Description:

The Project consists of the development of a fish processing facility.

Property Information:

Property Location: A portion of APN 133-241-003000, Moss Landing, CA, 95039, consisting of an area of approximately Sixteen Thousand Eight Hundred and Twenty-Seven (16827) square feet, located adjacent to Clam Way and Sandholdt Rd.

Interest of Proponent- Lessee

Proponent Information:

Proponent Name: Lusamerica Foods Inc.

Address: 16480 Railroad Avenue, Morgan Hill, CA 95037

Proponent Phone Number

Contact Information:

Contact Name

Address (if different)

Contact Phone Number

C. DISTRICT will incur costs in processing PROPONENT’S development application and has the right and obligation to recover such costs. It is impractical to set a fixed application fee for development projects due to variation in size and complexity and related DISTRICT costs. Therefore, such projects are to be processed on a time-and-materials basis with all costs to be borne by the applicant/proponent. The applicant/proponent for development projects is required to enter into a Reimbursement Agreement and to submit the Reimbursement Deposit, hereinafter defined, prior to the DISTRICT undertaking any work on the application.

IT IS THEREFORE AGREED, AS FOLLOWS:

1. All of the recitals set forth above are true and correct to the best knowledge of the PARTIES, and by this reference, are incorporated herein.

2. Reimbursement for DISTRICT Costs. PROPONENT agrees to reimburse DISTRICT for all direct, indirect, and overhead costs, including staff, planning, engineering, legal, environmental (including the review and analysis of any report prepared pursuant to the California Environmental Quality Act) and inspection costs, in connection with, but not limited to, the review of reports and documents for use by the DISTRICT, or for the submission to other entities with jurisdiction over Project development, public noticing including required publications in newspapers, participation in public and private meetings concerning the Project, preparation and participation in meetings with or before other public entities with jurisdiction over the Project, any and all costs associated with DISTRICT's compliance with any federal, state, or local law, rule or regulation applicable to any of DISTRICT's obligations associated with the Project, and the use of outside consultants when deemed necessary by DISTRICT for the preparation of specialized Project-related studies and reports, staff reports and/or general assistance ("Reimbursable Expense"). All consultants shall be chosen in the sole and exclusive discretion of DISTRICT and shall be directly chargeable to PROPONENT.

3. Reimbursement Deposit. Upon execution of this Agreement, PROPONENT will deposit with DISTRICT the sum of Fifteen Thousand Dollars (\$15,000.00), to be held and applied by DISTRICT to the payment of all reimbursable expenses referenced in Paragraph 2 as they accrue. PROPONENT acknowledges that all processing costs associated with the work described in Paragraph 1, as they accrue, may exceed this initial deposit. DISTRICT agrees to keep a detailed account of all disbursements from the funds to be deposited and upon completion of the work to furnish a statement of said account to PROPONENT. Within ten (10) working days after completion of all work contemplated by this Agreement, DISTRICT will return to PROPONENT, without interest, all funds remaining on deposit after payment of all Reimbursable Expenses. If at any time the balance on deposit is reduced to Five Thousand Dollars (\$5,000.00), or less, PROPONENT shall, within ten (10) working days after receipt of a written request from DISTRICT, make an additional deposit of funds sufficient to restore said balance to Ten Thousand Dollars (\$10,000.00), or to such lesser amount as may be specified in said written request from DISTRICT.

PROponent further agrees that non-payment for processing and/or deposits entitles DISTRICT to discontinue processing the Project. Interest will accrue on all sums unpaid thirty (30) days after billing at the maximum legal rate, and DISTRICT is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.

The PARTIES acknowledge that deposits to the Reimbursement Deposit are not a "source of income" within the meaning of the California Political Reform Act. (Government Code Section 102.6.)

4. Indemnification and Hold Harmless Commitments. PROPONENT agrees, to the greatest extent authorized by law, to defend, hold harmless and indemnify DISTRICT and its

elected and appointed officials, officers, employees, District consultants, and agents from and against all claims, liability, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with PROPONENT'S failure to perform its obligations under this Agreement and any of its operations or activities related thereto, or the DISTRICT'S review and evaluation of the Project, excluding the willful misconduct or the gross negligence of DISTRICT.

Additionally, PROPONENT agrees to hold harmless DISTRICT and its elected and appointed officials, officers, employees and agents for all costs and expenses, including attorney's fees, incurred by DISTRICT or held to be the liability of the DISTRICT in connection with DISTRICT'S defense of its actions in any proceeding brought in any State or Federal Court challenging the DISTRICT'S actions with respect to the Project.

PROponent's obligation to defend and indemnify shall not be excused because of PROPONENT's inability to evaluate liability or because PROPONENT evaluates liability and determines that PROPONENT is not liable to the claimant. PROPONENT must respond within thirty (30) days to the tender of any claim for defense and indemnity by DISTRICT, unless the time has been extended by DISTRICT. If PROPONENT fails to accept or rejects a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money deposited hereunder and by virtue of this Agreement as shall be reasonably deemed necessary by DISTRICT, may be retained by DISTRICT until disposition has been made of the claim or suit for damages, or until the PROPONENT accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against PROPONENT, PROPONENT waives any and all rights of any type to express or implied indemnity against the DISTRICT and named indemnitees.

5. Nature of Commitments. The Parties acknowledge that this Agreement is meant in part to address costs associated with the negotiation of subsequent agreements that may or may not come to fruition. Execution of this Agreement shall in no way be deemed a commitment by either DISTRICT or PROPONENT to enter into any subsequent Project-related agreement or to carry out any specific Project related obligation(s), including but not limited to the grant of any entitlement for development, or action or inaction on any proposal in any manner other than that deemed proper by DISTRICT.

6. Termination. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. PROPONENT's obligation to reimburse DISTRICT pursuant to this Agreement shall survive such termination and shall be valid and enforceable even in the event (i) the Project is withdrawn from DISTRICT's consideration by PROPONENT, or (ii) the Project is ultimately disapproved by any entity with jurisdiction over the Project or abandoned by PROPONENT.

In the event either party provides notice of termination of this Agreement, PROPONENT agrees that all funds on deposit may be used by DISTRICT to reimburse DISTRICT for all outstanding costs and expenses incurred by DISTRICT or DISTRICT'S consultants for work

completed as of the effective date of such notice. Any remaining balance will be returned to PROPONENT, along with an accounting of all final disbursements, within sixty (60) days of termination.

7. California Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

8. Successors and Assigns. This Agreement and all of its provisions shall bind the heirs, legal representatives, successors and assigns of PROPONENT.

9. No Agency, Joint Venture or Partnership. It is understood that PROPONENT is not an agent of the DISTRICT. The DISTRICT and PROPONENT hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any documents executed in connection therewith shall be construed as making the DISTRICT and PROPONENT joint venturers or partners.

10. Severability. If any term of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provisions to a particular situation, is held to be invalid, void or unenforceable, either the DISTRICT or PROPONENT may (in their sole and absolute discretion) terminate this Agreement according to the provisions herein.

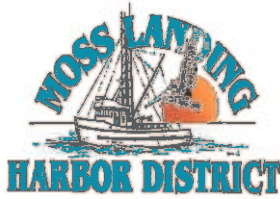
11. Execution. This Agreement shall be executed by an authorized representative of the PROPONENT. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the PROPONENT.

Dated:

Dated:

By: _____
MOSS LANDING HARBOR DISTRICT, a
California Municipal Corporation

By: _____
LUSAMERICA FOODS INC.



BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM-20 CONSIDER APPROVAL OF CONSULTING AGREEMENT WITH MARC DEL PIERO BOARD MEETING OF MARCH 31, 2021

The District has been notified of the interest of Lusamerica Foods, Inc. in the development of a fish processing facility (“the “Project”) on District property that will require permit processing, general environmental analysis, and coordination with a number of other County and state entities that may have jurisdiction over said Project. The District currently does not have anyone on Staff to handle such matters and its previous agreement for consultant services for development/environmental related issues has expired.

Staff is recommending that the District enter into a consulting agreement with Marc Del Piero for planning services. As you are aware, the District currently retains Mr. Del Piero for professional services related to the review of the pending updated Moss Landing Community Plan. Mr. Del Piero’s services pursuant to this agreement have been quite helpful, and his institutional knowledge of the history of County planning has proven to be of great benefit to the District.

Just by way of background, Mr. Del Piero is a native of Monterey County, and has previously served on the Monterey County Planning Commission, was elected to three consecutive terms on the Monterey County Board of Supervisors and was the previous attorney member of the California State Water Resources Control Board. He is a practicing attorney, with broad experience in water, natural resource/environmental and planning law.

Pursuant to the terms of the proposed Agreement, Mr. Del Piero would be authorized to provide the District with a broad array of planning services and is expected to assist with not only the handling of Lusamerica’s permit with the District, but also with assistance in navigating the permit processes of the County and other governmental entities on an as-needed basis. Mr. Del Piero’s services would be paid by Lusamerica (or any other project applicant requiring District planning services) via a reimbursement agreement.

Staff recommends that the Board adopt Resolution No. 21-02, approving a Consulting Service Agreement with Mark Del Piero and authorizing the General Manager to execute the same on behalf of the District.

RESOLUTION NO 21-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A PROFESSIONAL CONSULTING SERVICE AGREEMENT-PLANNING WITH MARC DEL PIERO

* * * * *

WHEREAS, the District has received notice of the intent of Lusamerica Foods, Inc. to submit an application to the District for the development of a fish processing facility (“the “Project”) on District property; and

WHEREAS, processing of the Project application will require administrative tasks, general environmental analysis, and coordination with a number of other County and state entities that may have jurisdiction over said Project; and

WHEREAS, the District currently does not have anyone on Staff, or any contractual consultant, available to handle the aforesaid processing matters; and

WHEREAS, Staff is recommending that the District enter into a consulting agreement with Marc Del Piero for planning and processing services; and

WHEREAS, Mr. Del Piero is a native of Monterey County, has previously served on the Monterey County Planning Commission, the Monterey County Board of Supervisors, and the California State Water Resources Control Board, is a practicing attorney with broad experience in water, natural resource/environmental and planning law, and has been assisting the District via contract in the review of the pending updated Moss Landing Community Plan; and

WHEREAS, Staff believes that Mr. Del Piero’s experience in Monterey County and institutional knowledge of the history of County planning procedures and decisions makes him uniquely qualified to provide planning assistance to the District; and

WHEREAS, pursuant to the terms of the proposed Professional Consulting Service Agreement, Mr. Del Piero would be authorized to provide the District with a broad array of planning services and is expected to assist not only in the handling of Lusamerica’s permit application with the District, but also with navigating the permit processes of the County and other governmental entities on an as-needed basis; and

WHEREAS, all of Mr. Del Piero’s services would be paid by Lusamerica (or any other developer requiring planning services during the term of the Agreement) via a reimbursement agreement; and

WHEREAS, Staff is recommending that the Board consider and adopt Resolution No.21-02, approving a Professional Consulting Service Agreement with Mark Del Piero and authorizing the General Manager to execute the same on behalf of the District.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that the Professional Consulting Services Agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and that the General Manager is authorized to execute the same.

CERTIFICATION

Resolution No. 21-02 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on the 31st day of March, 2021, a quorum present and acting throughout, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

PROFESSIONAL CONSULTING SERVICES AGREEMENT-PLANNING

This Agreement (“Agreement”) for professional services is made on April 1, 2021, between the Moss Landing Harbor District, a subdivision of the State of California and a California Special District (“District”), and Marc Del Piero (“Consultant”).

1. **Scope of Services.** Consultant shall provide to District the professional planning services described in Exhibit A, attached hereto and by this reference incorporated herein (the “Services”).
2. **Term.** This Agreement shall become effective on April 1, 2021, and shall continue for a term of twelve (12) months, unless terminated sooner in accordance with Section 11 of this Agreement. The General Manager shall have authority to extend the term of this Agreement once by an additional term of twelve (12) months.
3. **Compensation.** Consultant shall be paid in accordance with the Schedule attached hereto as Exhibit B, attached hereto and by this reference incorporated herein.
4. **Payment.** Consultant shall submit invoices for services rendered within 30 days of performance of such services. District shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following District receipt and approval of a detailed invoice. The invoice must include, at a minimum:
 - 4.1 A description of the specific Services provided,
 - 4.2 the name of the individual providing the Services,
 - 4.3 the date(s) upon which the Services were provided,
 - 4.4 the time spent providing the Services, and
 - 4.5 the amount due for the Services and the basis for calculating the amount due.

Consultant and District acknowledge that funds for the services subject to this Agreement are being provided by a third-party Developer(s) pursuant to a “Reimbursement Agreement,” and not by the District. As such, the Parties agree that District’s obligation to pay invoices is limited to monies on deposit with District by said Developer. Upon request, District will provide Consultant with a copy of the aforesaid Reimbursement Agreement and, at any time during the term of this Agreement, will provide information concerning the current balance of reimbursement funds on deposit with the District

5. **Independent Contractor.** The parties agree that Consultant shall act as an independent contractor under this Agreement and shall have control of its work and the manner in which it is performed. Consultant is not an employee of District and is not entitled to participate in any health, retirement, or similar employee benefits from the District.

6. Consultant's Warranties.

- 6.1** Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the State of California and that Consultant maintains appropriate licenses, certificates and training applicable to Consultant's profession.
- 6.2** Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.
- 6.3** Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the District's behalf.

7. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

District:

Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039
Phone: 831.633.5417
Mobile: 831.970.3346
Email: razzeca@mosslandingharbor.dst.ca.us
Attention: Tommy Razzeca

Consultant:

Marc Del Piero
4062 El Bosque Drive
Pebble Beach, CA 93953
Phone: 831.261.0718
Email: mjdelpiero@aol.com

8. Indemnity. The terms and conditions set forth in subsection 8.1, below, are applicable to this Agreement if the Services to be provided by Consultant are not "design professional" services as used and defined in Civil Code section 2782.8. The terms and conditions set forth in subsection 8.2, below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8.

- 8.1** Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the District. This indemnification obligation is not limited by any limitation on

the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and shall survive the expiration or early termination of this Agreement. This subsection 8.1 does not apply if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

8.2 To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement. This subsection 8.2 is applicable if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

9. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, District may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

9.1 The following insurance policies and limits are required for this Agreement:

9.1.1 Commercial General Liability Insurance ("CGL"). The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least one million dollars (\$1,000,000.00) per occurrence. The CGL policy must name District, its governing body, officers, agents, employees, and volunteers as an additional insured for all

liability arising out of the operations by or on behalf of the named insured, and must protect District, its officers, employees, agents, elected officials and volunteers against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

9.1.2 Automobile Insurance. The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

9.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least one million dollars (\$1,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

9.2 General Provisions.

9.2.1 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to District, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to District.

9.2.2 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against District.

9.2.3 The CGL policy must include the following endorsements:

9.2.3.1 The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverages afforded shall apply as though separate policies have been issued to each insured.

9.2.3.2 The insurance provided is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

10. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good

faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

10.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

10.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

11. Early Termination.

11.1 Termination for Convenience. District may terminate this Agreement for convenience by giving fifteen (15) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date.

11.2 Termination for Cause. If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice ten (10) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Consultant's breach of the Agreement.

12. Work Product. District shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on District's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

13. General Provisions.

13.1 Assignment and Successors. Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

13.2 Nondiscrimination. Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination

rules or regulations required by law to be included in this Agreement are incorporated by this reference.

- 13.3 Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which District is located, and no other place.
- 13.4 Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
- 13.5 Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.
- 13.6 Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.
- 13.7 Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.
- 13.8 Attachments.** If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.
- 13.9 Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 13.10 Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an

equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

13.11 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

13.12 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13.13 Authorization. Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents. As to those Parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

The parties agree to this Agreement as witnessed by the signatures below:

DISTRICT:
MOSS LANDING HARBOR DISTRICT

CONSULTANT:
MARC J. DEL PIERO

By: _____
Tommy Razzeca, General Manager

By: _____
Marc J. Del Piero, Consultant

Date: _____

Date: _____

SCOPE OF SERVICES

Consultant will perform a variety of professional and technical planning activities, including review of development and land use applications, zoning, site plan, and environmental review; may serve as project manager for development applications; completes technical assessments; prepares written project analyses; provides professional advice and assistance to the public on planning, community development, zoning, permits, and environmental review; and performs related work as required.

Receives general direction from the General Manager or designee.

EXAMPLES OF SERVICES (Illustrative Only)

The General Manager/Board reserves the right to add, modify, change or rescind work assignments.

- Reviews routine to more complex commercial, industrial, and residential development proposals, plans, and applications for completeness and accuracy; issuance of zoning clearance; reviews for compliance or consistency with appropriate regulations and policies.
- Reviews permit applications, site plans and architectural plans for completeness and compliance with current District codes and regulations; provides interpretations of the California Environmental Quality Act (CEQA) and local environmental guidelines.
- May serve as project manager for routine application projects, including site and architectural plans, use permits, tentative tract maps, variances, performing technical review and analyses, coordinating in-house review with applicants, and making recommendations to Real Property Committees 1 and 2 and the Board of Commissioners.
- Prepares staff reports for Real Property Committees 1 and 2 and the Board of Commissioners as directed; prepares research, reports, maps, and conducts briefings.
- Confers with and advises architects, builders, attorneys, contractors, consultants, and the general public regarding District development policies and standards; provides and clarifies information relative to zoning, local plan compliance, CEQA and other issues.
- Participates in coordinating District planning and development related activities with outside agencies.
- Maintains accurate records and files.

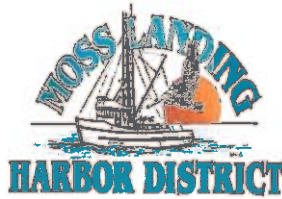
EXHIBIT B

COMPENSATION SCHEDULE

District shall pay Consultant, from reimbursement accounts established for each Project assigned by the General Manager, for services to be performed pursuant to this Agreement based on the following schedule:

Hourly rate: \$300.00

Consultant shall also be entitled to reimbursable expenses for copy and mailing costs.



BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 21 – CONSIDER RESOLUTION 21-03 APPROVING A LEASE AGREEMENT WITH LUSAMERICA FOR THE INSTALLATION OF AN ICE BIN AND OVERHEAD CONVEYANCE SYSTEM.

BOARD MEETING OF MARCH 31, 2021

Lusamerica Foods, Inc. (“Lusamerica”) has previously entered into a long-term lease with the District for use of a portion of the District’s K-Dock to provide hoist services, ice-loading and marine related services to boats off-loading fish in the Harbor. While Lusamerica had originally planned to locate an ice machine on K-Dock itself, they subsequently requested a lease for an offsite portion of District property for the installation of an ice bin and overhead conveyance system to service K-Dock operations. The District is willing and able to provide such space, and had a survey prepared for the desired demised premises.

As can be seen from the survey diagram attached to the Lease, the ice bin will be located in an appropriate location adjacent to a raised walkway wall and the conveyance system will be located so as to move ice directly from the bin to K-Dock via overhead apparatus. The system has been designed so that it will not impede regular and existing vehicular and pedestrian traffic on the District’s property. By the terms of the Lease, Lusamerica will be responsible for ensuring that the overhead conveyance system remains in good working order, and will provide the District with indemnification and appropriate insurance coverage as an additional insured. The term of the Lease is set to match the term for Lusamerica’s K-Dock lease, 30 years, with an option to extend the Lease for an additional 10 years. Notwithstanding, the Lease contains a provision that if the District determines it needs the leased premise for future development, the District may terminate the Lease upon one year’s notice. Under such circumstances, if Lusamerica desired, the District would attempt to find an alternative location for both the ice bin and the conveyance system. Rent for the Premises has been established at \$190.00 per month, subject to annual adjustment by the CPI for San Francisco, Oakland, and San Jose, California.

The Lease has been determined to be exempt from CEQA analysis pursuant to California Code of Regulations Section 15303 as a Category 3 Exemption-New Construction or Conversion of Small Structures.

Staff recommends that the Board consider approval of Resolution 21-03 approving the above mentioned lease with Lusamerica Foods Inc. for the installation of an ice bin and overhead conveyance system.

RESOLUTION NO. 21-03

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A LEASE WITH LUSAMERICA FOODS, INC. FOR INSTALLATION OF AN ICE BIN AND OVERHEAD CONVEYANCE SYSTEM

WHEREAS, Lusamerica Foods. Inc. (“Lusamerica”) has previously entered into a long-term lease with the District for a portion of the K-Dock to provide hoist services, ice loading and marine related services to boats off-loading fish in the Harbor; and

WHEREAS, Lusamerica now desires to lease an additional small offsite portion of District property for the installation of an ice bin and overhead conveyance system to service K-Dock operations, and the District is willing and able to provide such space; and

WHEREAS, the Board has determined that the proposed lease is exempt from analysis under the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations Section 15303 as a Class 3 Exemption-new Construction or Conversion of Small Structures.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Harbor Commissioners of the Moss Landing Harbor District as follows:

1. All of the recitals set forth above are deemed true and correct to the best knowledge of the Board and by this reference are approved and incorporated herein as findings.

2. The Board hereby approves the “Lease Agreement Between The Moss Landing Harbor District and Lusamerica Foods, Inc. for the Installation of an Ice Bin and Overhead Conveyance System,” a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein, and further authorizes the General Manager to execute the same on behalf of the District.

CERTIFICATION

Resolution No. 21- 03 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on March 31, 2021, a quorum present and acting throughout, by the following vote, to wit:

AYES, and in favor thereof, Boardmembers:

NOES, Boardmembers:

ABSENT, Boardmembers:

ABSTAIN, Boardmembers:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

**LEASE AGREEMENT BETWEEN THE
MOSS LANDING HARBOR DISTRICT AND LUSAMERICA FOODS, INC. FOR
INSTALLATION OF AN ICE BIN AND OVERHEAD CONVEYANCE SYSTEM**

This LEASE, is made and entered into this 1st day of April, 2021, by and between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California, hereinafter called "Lessor," and LUSAMERICA FOODS, INC., a California Corporation, hereinafter called "Lessee."

WHEREAS, Lessor is the owner of the property hereinafter described and located in the Moss Landing Harbor District, Monterey County; and

WHEREAS, Lessee has, by separate lease, previously leased a portion of the District's K-Dock for a term of thirty years, with one ten-year extension, to provide hoist services, ice loading and marine related services to boats off-loading fish in the Harbor; and

WHEREAS, Lessee desires to lease a small offsite portion of property from Lessor for the location of an ice bin and installation of an overhead conveyance system to service the aforesaid K-Dock lease property: and

WHEREAS, Lessor is willing and desires to lease additional property to Lessee.

NOW THEREFORE, in consideration of, and subject to the terms and conditions hereinafter set forth, Lessor and Lessee agree as follows:

- 1. DESCRIPTION OF PROPERTY:** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to rent from Lessor, the real property described in Exhibit A, attached hereto and made a part hereof by reference.
- 2. USE OF PREMISES:** Said Premises shall be used by Lessee for the location of an ice bin and the installation of an overhead conveyance system. Details of the conveyance system, which shall be affixed to District property, are set forth in Exhibit B, attached hereto and made a part hereof by reference. The term "Premises" is defined to mean the real property described in Section 1 above.
- 3. TERM OF LEASE:** The term of this Lease shall be for a period of twenty-nine (29) years and two (2) months, commencing on April 1, 2021 and ending on May 31, 2050.

Notwithstanding the term set forth above, if by reason or regulation or other action by governmental or other authority, the Premises shall be deemed unsafe or unfit for further use, Lessee shall have the right to cancel and terminate this Lease. Additionally, the Parties recognize that the Premises is located in an area that over the term of this Lease, and any extension thereof, may be the subject of future development by Lessor. In the event Lessor, in its sole discretion, determines it no longer desires to lease the Premises, Lessor shall have the right to cancel and terminate this Lease upon providing Lessee with twelve (12) months' notice.

Upon receipt of said notice, Lessee shall have the right to terminate its tenancy prior to expiration of said 12 month period without penalty or further obligation to pay rent. In the event of such termination, Lessor shall make a good-faith effort to find an alternative location for Lessee's use if Lessee requests the same, but would not be responsible for relocation costs.

4. OPTION TO RENEW: Lessor hereby grants to Lessee an option to renew said Lease for an additional term of ten (10) years, which option shall be exercised by Lessee by giving six (6) months advance written notice of Lessee's intention to renew said Lease. In the event Lessee does not exercise its option within the time prescribed hereunder, the Lease shall automatically terminate upon the expiration of the term hereof, and no notice shall be required to effectuate said termination.

5. RENTAL AMOUNT: Lessee agrees to pay Lessor the sum of \$190.00 per month as rent for the Premises. All payments shall be made to the address set forth in Section 13. Rent shall be adjusted every year on the basis of the United States Department of Labor Consumer Price Index All Urban Consumers, Base 1982 = 100 (CPI-U) for San Francisco, Oakland, San Jose, California.

6. MAINTENANCE: The Parties hereto acknowledge, and Lessee accepts, that the Premises is being leased in as-is condition, without any representation as to the appropriateness for Lessee's proposed use. By this provision, Lessee agrees to make all repairs during the term as are necessary to keep and maintain said Premises in good and tenantable condition. The area around the ice bin shall remain in broom clean condition, and shall not be allowed to serve as an impediment to pedestrian or vehicular traffic. Similarly, Lessee shall be solely responsible for regular and routine inspection and maintenance of the overhead conveyance system, and shall take all efforts necessary to ensure that said system does not represent a hazard to property, both fixed and transient, and life, or an impediment to pedestrian or vehicular traffic. Lessee shall provide Lessor with written confirmation on an annual basis that the overhead conveyance system has been inspected and that any maintenance and/or repair has been performed in order to ensure that the system remains in good and safe working condition.

7. ALTERATIONS, CHANGES AND ADDITIONS: Lessee's use of the property shall be limited to the installation and maintenance of an ice bin and overhead conveyance system. Lessee shall not make any alterations, changes or additions to said Premises without obtaining the prior written consent of Lessor. Any such alternations, changes, or additions made by Lessee shall be at the cost and expense of Lessee, and, upon termination hereof, said alternations shall be removed if directed by Lessor.

8. UTILITIES: Lessee shall be solely responsible for providing any utility lines necessary to serve said Premises, at Lessee's sole cost. Thereafter, Lessee shall pay for the furnishing of all water, janitorial services and other utilities necessary or required for use upon the Premises during the term of this Lease or any extensions thereof.

9. INSURANCE: Lessee shall, at all times, at its sole cost and expense, maintain during the entire term of this Lease, Public Liability and Property Damage Liability Insurance, Liability Insurance, Fire Insurance and Worker's Compensation Insurance, in an amount of not less than

One Million Dollars (\$1,000,000.00), subject to terms acceptable by Lessor. All insurance policies obtained by Lessee pursuant to the requirements of this Lease shall name the District, its elected and/or appointed officials, employees, and agents as additional insureds and provide that such policies shall be primary. Lessee shall provide Lessor with Certificates of Insurance showing the coverage required by this provision.

10. INDEMNITY: Lessee shall indemnify, protect, defend and save District, its elected and/or appointed officials, employees, and agents harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs or expenses, including reasonable attorney's fees for the defense thereof, of whatsoever kind and nature, arising from or connected with Lessee's use of the Premises.

11. USE AND ENJOYMENT: Except as set forth in Section 3, or for reason of default as set forth in Section 12, the enjoyment and use of the Premises shall not be unreasonably interfered with or interrupted by an act or assent of Lessor during the term of this Lease.

12. DEFAULT: If at any time during the term of this Lease, Lessee shall be in default with any of the provisions hereof, Lessor shall provide written notice to Lessee of said default. If, for defaults in rent payment, said default is not corrected within fifteen (15) days of receipt of notice, or thirty (30) days for other defaults, Lessor may terminate this Lease by providing written notice to Lessee.

13. NOTICES: All notices required or permitted to be given hereunder or by any provisions of the law shall be given to the party to be notified by personal delivery or sent by registered or certified mail addressed as follows:

General Manager
Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039

Fernando Frederico
Lusamerica Foods. Inc.
16480 Railroad Avenue
Morgan Hill, CA 95037

14. TERMINATION: At the end of the term or upon termination of this Lease or any extension thereof, Lessee shall surrender said Premises in as good condition as the same were when Lessee took possession, reasonable wear and tear, damage from the elements, from acts of God, structural deficiencies and repairs, and exterior deficiencies and repairs, or other casualty beyond the reasonable control of the Lessee excepted.

Additionally, upon expiration of the term of this Lease or upon earlier termination thereof, Lessee shall remove at its own expense all of Lessee's equipment and personal property, including but not limited to the ice bin and overhead conveyance system, that were installed by Lessee in or upon the Premises. In the event of any damage to the Premises or any portion

thereof resulting from the removal of Lessee's property, Lessee shall promptly pay to Lessor the costs of repairing such damage. Lessee shall complete such removal within thirty (30) days of the termination date, unless prevented to do so by a delaying cause, or Lessor may, at Lessor's option, retain any of Lessee's property left after thirty (30) days and title to Lessee's property shall thereupon vest in Lessor without the execution of documents of sale or conveyance by Lessee, or Lessee may remove any or all items of Lessee's property from the Premises and dispose of them in the manner Lessor deems fit, and Lessee shall pay upon demand to Lessor the actual expense of such removal and disposition, less the proceeds of disposal, together with interest from the date of payment by Lessor until repayment by Lessee.

15. POSSESSORY INTEREST TAXES: Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby advised that this Lease creates a possessory interest subject to property taxation and, as the party to whom the possessory interest is vested, Lessee shall be subject to payment of taxes levied on said interest.

16. SUCCESSORS AND ASSIGNS: The foregoing covenants and conditions shall be binding upon the parties hereto and their respective heirs, successors, executors, administrators, legal representatives, and assigns.

17. AMENDMENT: This Lease may be amended, in writing, by the mutual agreement of the Parties.

LUSAMERICA FOODS INC.,
LESSEE

MOSS LANDING HARBOR DISTRICT,
LESSOR

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



MONTEREY COUNTY SURVEYORS, INC.
surveying Monterey County since 1937
ph. 831.424.1984 fax. 831.424.4099

EXHIBIT A

Ice Conveyance Leased Premises Lands of Moss Landing Harbor District APN 133-241-017 & 018

Certain real property in Monterey City Lands Tract No. 3, Moss Landing, Monterey County, California, and being a portion of the lands of the Moss Landing Harbor District described in Grant Deed recorded July 30, 1992 on Reel 2827 at page 435, and shown as Parcels B and C upon the map recorded in volume 8 of Parcel Maps at page 120, records of said county, described as follows

A LEASED PREMISES FOR THE STORAGE AND OVERHEAD TRANSPORT OF ICE to fishing vessels, more particularly described as follows

FIRST – ICE MACHINE/HOPPER LEASED PREMISES

Beginning at a point in the common boundary line between Parcels B & C as shown upon said map from which the southwest corner of said Parcel B, in the easterly line of Sandholdt Road, a county road 60 feet wide, bears S15°55'30"W 76.48 feet and S89°43'30"W 203.10 feet distant; thence leave said common boundary line and across said Parcel B

1. North 80°10'23" West, 2.46 feet; thence
2. North 10°31'08" East, 10.50 feet; thence
3. South 80°10'23" East, 14.00 feet, at 3.46 feet more or less, cross said common boundary and enter Parcel C shown upon said map, 14.00 feet; thence
4. South 10°31'08" West, 10.50 feet, at 9.00 feet a point hereinafter referred to as Point A, 10.50 feet to a point; thence
5. North 80°10'23" West, 11.54 feet to the point of beginning.

SECOND - CONVEYOR LEASED PREMISES

Three feet in width and lying 1.5 feet on each side of the following described centerline beginning at the hereinbefore mentioned Point A; thence



MONTEREY COUNTY SURVEYORS, INC.
surveying Monterey County since 1937
ph. 831.424.1984 fax. 831.424.4099

1. South $80^{\circ}27'39''$ East, 64.10 feet, at 48.22 feet more or less, the east boundary of said Parcel C, thence 64.1 feet to the east edge of the concrete bulkhead at K Dock.

Courses all True.

This description was prepared under my direction.

A handwritten signature in blue ink that reads 'Daryl P. Witcher'.

Daryl P. Witcher PLS 5992
Expires 12/31/22



03222021
2021024

MLHD K Dock Ice Esmt

Course Data		
No.	BEARING	DISTANCE
1	N80°10'23"W	2.46'
2	N10°31'08"E	10.50'
3	S80°10'23"E	14.00'
4	S10°31'08"W	10.50'
5	N80°10'23"W	11.54'

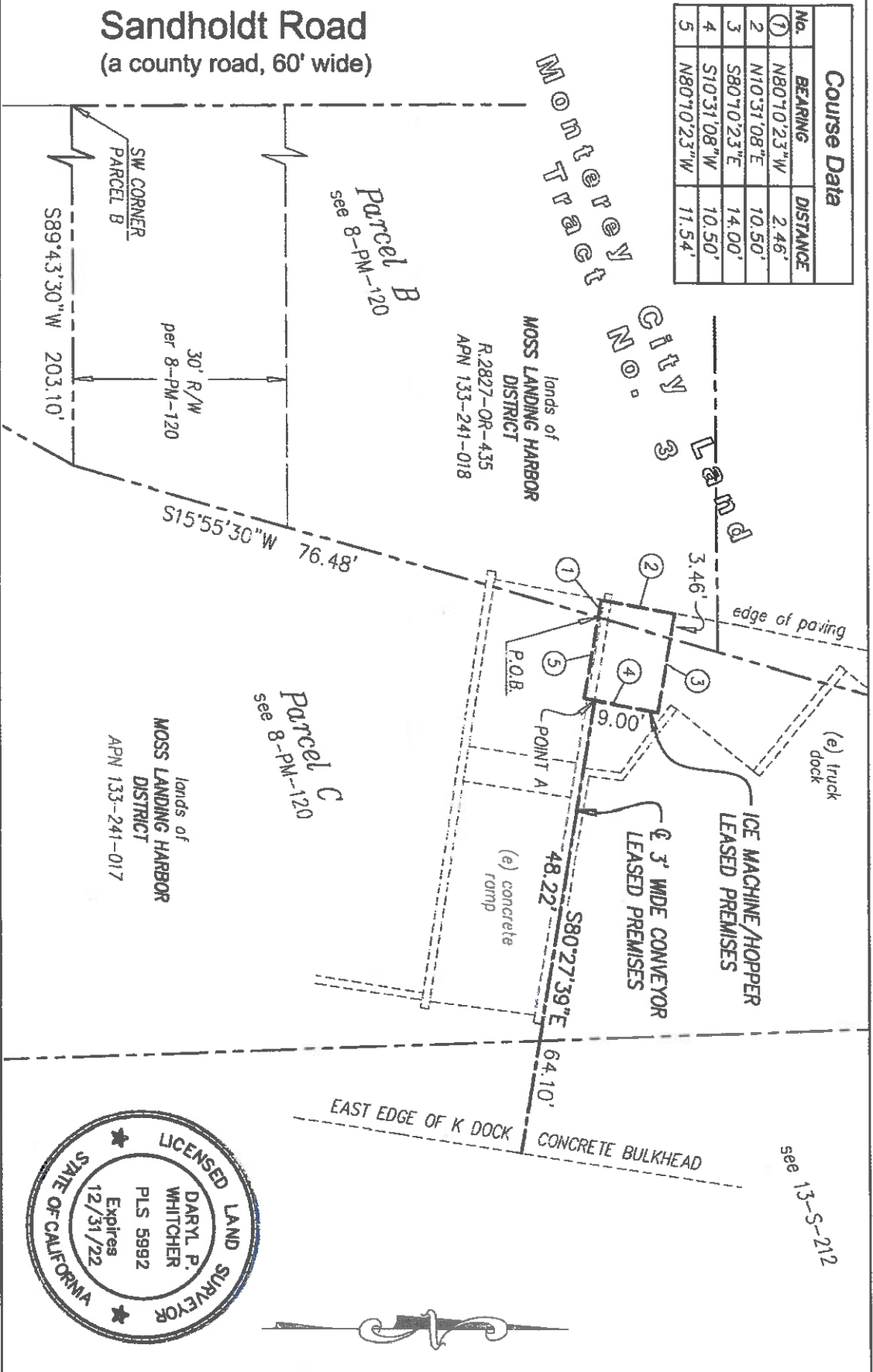
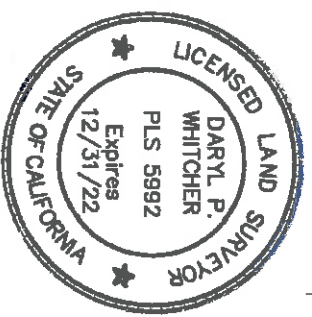


EXHIBIT B

Ice conveyance leased premises across the lands of Moss Landing Harbor District, being Parcels C & D as shown on the map recorded in 8-PM-120, Moss Landing, Monterey County, CA
 Monterey County Surveyors, Inc. 235 Salinas Street, Salinas, CA 93901
 ~ serving Monterey County since 1937 ~



SCALE:	1"=20'
JOB NO.	2021.024
DATE:	MARCH 2021
SHEET NO.	1 of 1



**Moss Landing
Dock K
Ice Conveyor**

7532 Garrabek Road #5b,
Moss Landing, CA 95539

RE Project Number 21-022

DESIGN BY JAL

DATE 03/12/2021

REVISION

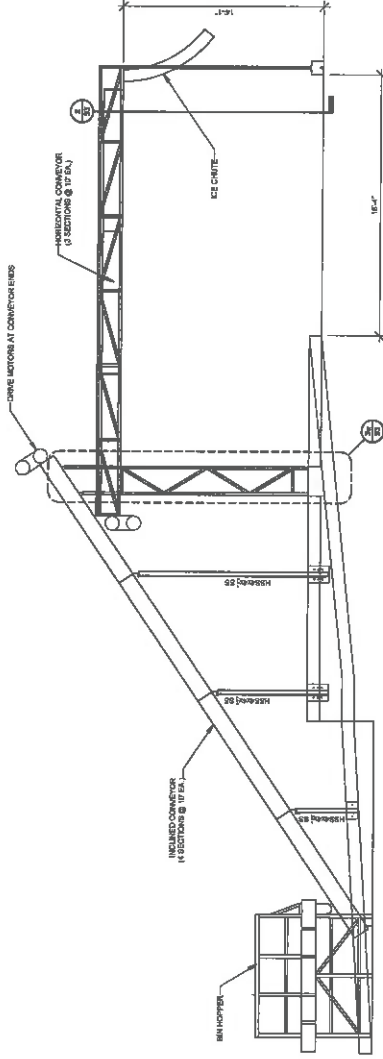
DATE

BY

CHK

DATE

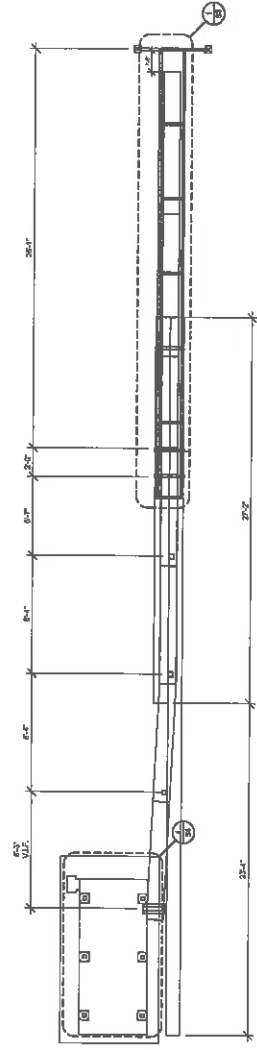
PRINT DATE: 03/12/2021



2 ICE CONVEYOR SYSTEM ELEVATION VIEW

SCALE: 1/4" = 1'-0"

S2



1 ICE CONVEYOR SYSTEM PLAN VIEW

SCALE: 1/4" = 1'-0"

S2

THIS DRAWING IS THE PROPERTY OF KYLER ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KYLER ENGINEERING.

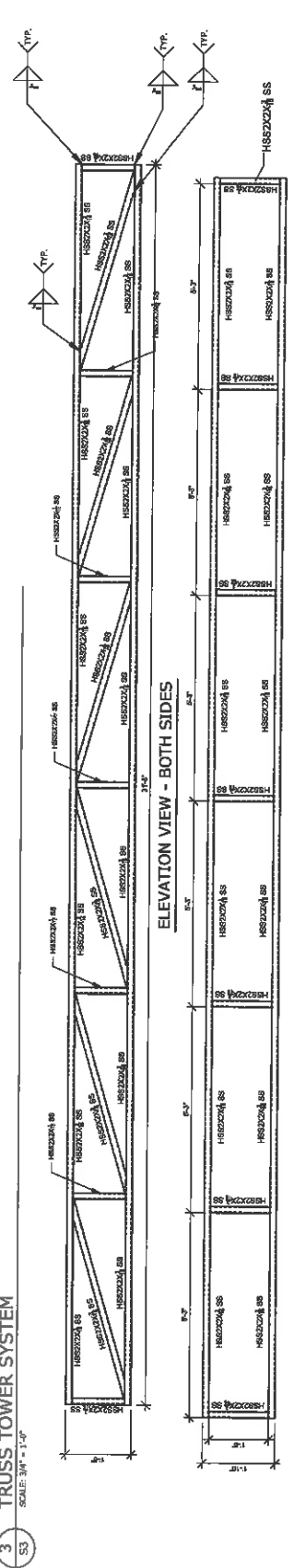
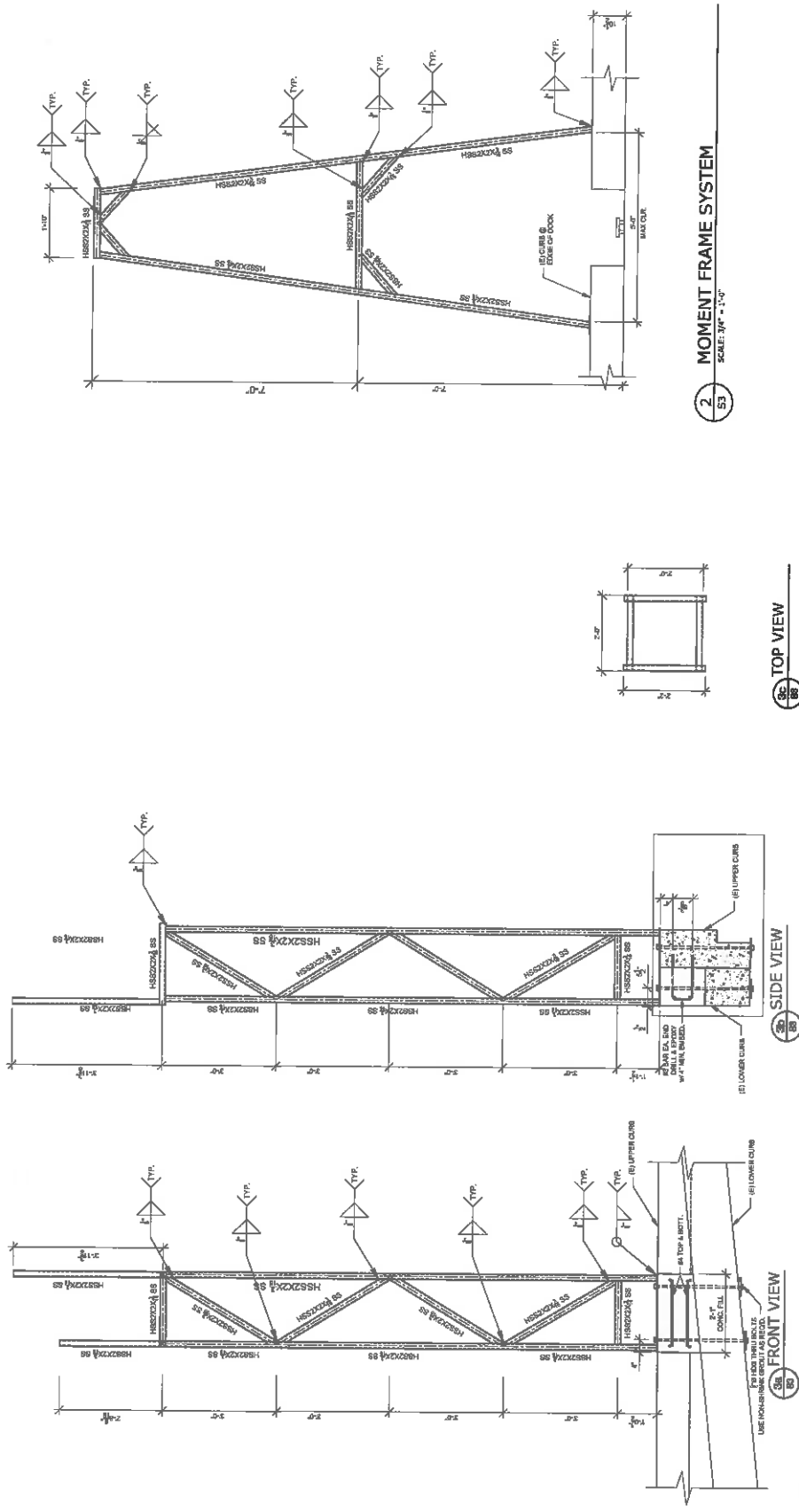
Sheet Title:

**CONVEYOR
SYSTEM PLAN
AND
ELEVATION**

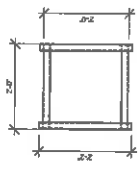
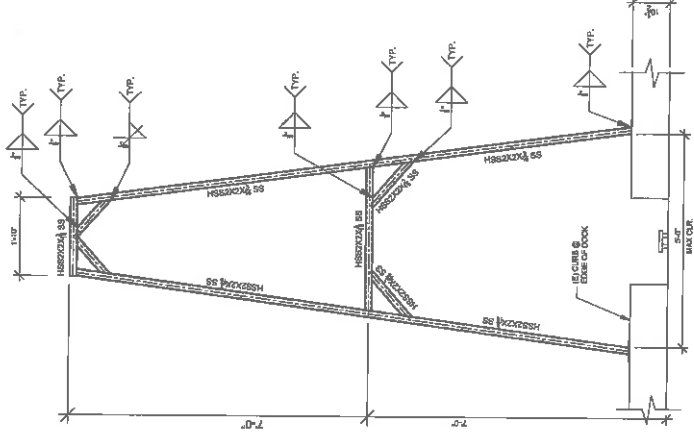
Sheet Number 2 OF 4

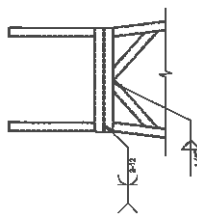
S2

1. ALL STEEL SHALL BE A36 UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO OUTLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTER OF GRAVITY UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTER OF MASS UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTER OF AREA UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTER OF VOLUME UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS ARE TO CENTER OF GRAVITY AND MASS UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS ARE TO CENTER OF GRAVITY AND MASS UNLESS OTHERWISE NOTED.
 13. ALL DIMENSIONS ARE TO CENTER OF GRAVITY AND MASS UNLESS OTHERWISE NOTED.
 14. ALL DIMENSIONS ARE TO CENTER OF GRAVITY AND MASS UNLESS OTHERWISE NOTED.
 15. ALL DIMENSIONS ARE TO CENTER OF GRAVITY AND MASS UNLESS OTHERWISE NOTED.

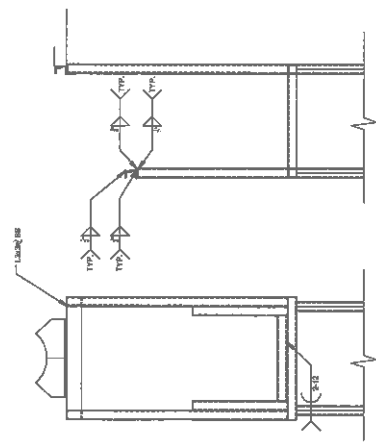


2 MOMENT FRAME SYSTEM
 SCALE: 3/4" = 1'-0"

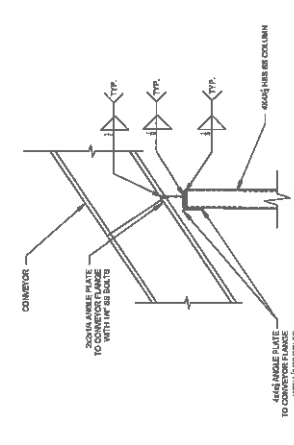




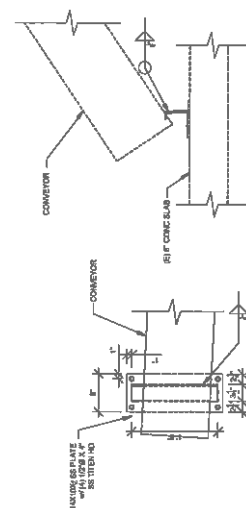
9 CHANNEL TRUSS TO MOMENT FRAME
SCALE 1" = 1'-0"



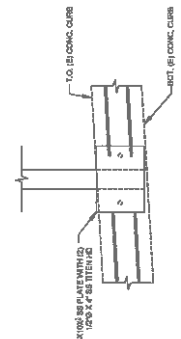
8 TRUSS TOWER TO CHANNEL TRUSS
SCALE 1" = 1'-0"



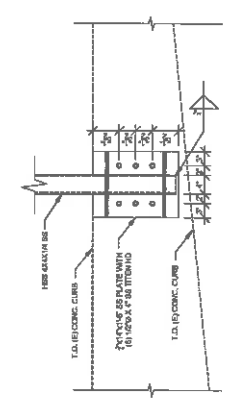
7 CONVEYOR TO COLUMN CONNECTION
SCALE 1" = 1'-0"



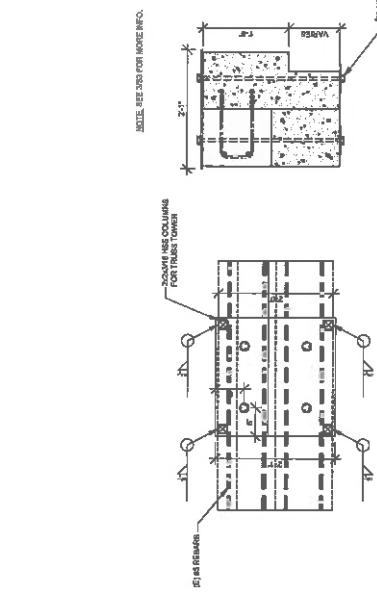
6 CONVEYOR COLUMNS ANCHORAGE
SCALE 1" = 1'-0"



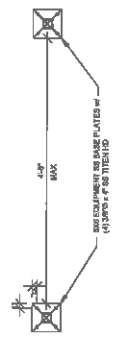
5 CONVEYOR COLUMNS ANCHORING
SCALE 1" = 1'-0"



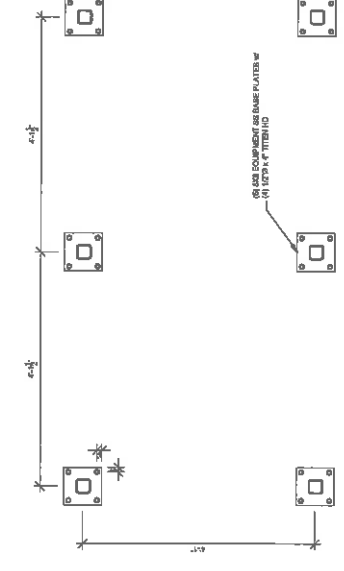
4 CONVEYOR COLUMNS ANCHORAGE
SCALE 1" = 1'-0"



3 TRUSS TOWER BASE CONNECTION
SCALE 1" = 1'-0"



2 MOMENT FRAME ANCHORAGE PLAN
SCALE 1" = 1'-0"



1 BIN HOPPER ANCHORAGE PLAN
SCALE 1" = 1'-0"





BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE -- 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

**ITEM NUMBER 22 – LUSAMERICA CONSTRUCTION PERMIT FOR ICE BIN AND OVERHEAD CONVEYANCE SYSTEM
BOARD MEETING OF MARCH 31, 2021**

Lusamerica Foods Inc. has a lease with the District for a portion of K Dock where they conduct fish offloading operations. To support their fishing activities Lusamerica has requested a lease matching the term of their current K Dock lease for the placement of an ice bin and overhead conveyance system which will provide ice to fishing vessels in Moss Landing Harbor.

Lusamerica has contracted with Growers Ice Company out of Salinas who specializes in the building of ice storage facilities and ice delivery systems such as the proposed. The construction to place the ice bin and construct the overhead conveyance system is expected to take a maximum of 2 weeks during normal business 7am-5pm. Equipment onsite for the project would include 3 utility trucks, 1 forklift and a scissor lift.

Staff has reviewed the attached permit application, proposed location, plans/drawings and engineering calculations provided by Lusamerica and Growers Ice Company. After review staff recommends the Board approve the construction permit conditioned upon the addition of any specific special conditions the Board determines should be included in the permit.



Moss Landing Harbor District
 7881 Sandholdt Road
 Moss Landing, CA 95039
 (831) 633-5417, Fax (831) 633-4537

CONSTRUCTION PERMIT

Section I - Applicant Information

Name of Project	Ice Bin and Conveyor System Construction
Name of Organization	Lusamerica Foods Inc.
Mailing Address	16480 Railroad Avenue
City, State, Zip Code	Morgan Hill, CA 95037
Telephone Number	408-778-7200

Section II - Permittee Information

Name of Contact	Scott Jackson
Mailing Address	1124 Abbott Street
City, State, Zip Code	Salinas, CA 93902
Telephone Number	831 320 9498
Fax Number	831 424 4280
E-Mail Address	sjackson@growersice.com

Section III - Facilities Information

Duration of Project:	2 weeks
Specific Description of Activity: Provide a narrative including general description of project, ownership, future maintenance plans, etc, and a graphic description of the interior and/or exterior elements of the project including square footage and (if applicable) any work areas, restroom facilities, storage, public access, landscaping, etc. Site Plan Attached	Permittee will install for applicant an ice bin and conveyor system at the dock site. This equipment will be owned by the applicant. Applicant will supply bin ice to the conveyor system for use in its fishing operations. Permittee will do annual future maintenance per the schedule of the applicant when it is feasible to perform. Drawings and site plan are attached.


Specific Details: Facilities to be Used, e.g. District Waters, Docks, Parking Lot, Staging Areas. If staging area is on District property, a separate Lease Agreement is required pertaining exclusively to staging.	The installation of the equipment will be on the Kdock area. Use of parking and staging areas will be needed for the installation. Permittee's vehicles and equipment will be on site during the installation.
Specific Location of Activity:	Kdock area, see attached Exhibit A
Other Details: such as Operating Hours, Type of Equipment to be Used, Materials, Outside Contractors, etc.	The installation will occur during normal business hours (7am-5pm). Lift equipment will be used on site for the installation. Operations will occur per Applicant's use times.
Number of Vessels and/or Vehicles, etc. used during construction.	Approximately 3 utility trucks, a reach forklift and a scissor lift.
Emergency Contact Information (other than primary organization and contact person)	Growers Ice Office – 831 424 5781 Aaron Montalbo – 831 320 9035 (After hours)

Section IV - Fees

MLHD Ordinance Code §20.100B	Actual cost to District. \$500 deposit with Application; Additional costs are Payable as Fees and Costs are incurred by District and invoiced to Applicant
EDA Review (Ord. Code §20.240)	Required, actual cost to District payable as fees and costs are incurred by District and invoiced to applicant

I hereby certify that the information contained above is true and accurate to the best of my knowledge. I further certify that I will faithfully comply with all Conditions of any Permit that may be issued that are required by the District and that I will assure that the permitted use is carried out in full compliance with all applicable statutes, regulations, and rules including Ordinances of the District, and any other entity that may have jurisdiction over the use or the site.

APPLICANT: LUSAMERICA FOODS INC.


Signature

3/25/21
Date

CEO
Title

General Conditions

The following information is provided for informational purposes only. Some of the following conditions may not apply to a particular permit or additional conditions may be imposed before issuance of a permit. The Moss Landing Harbor District Board of Commissioners must review at a Public Hearing and authorize the General Manager to issue the permit sought in this Application. If the Application is complete, all efforts will be made to agendize the permit application for public hearing at the next scheduled Board meeting.

- Permittee is required to remove all garbage, trash, litter and debris associated with its use of facility.
- Permittee shall remove from within the District boundaries any instruments, pipes, flags, and any other materials that may have been placed purposefully or accidentally pursuant to this Permit upon the earlier of the expiration of the permit, request by MLHD, or completion of the project for which this Permit was issued. The placement of any instrument, pipe, flag or other item by Permittee within the District's boundaries is conditioned, among other things, upon Permittee placing on the item using weather-proof, fade-proof and indelible writing material the contact information for Permittee, the date of placement of the item, and the expiration date of the permit under which the item was placed within the District's boundaries, all in legible lettering. Permittee is to monitor such item(s) to ensure that the identifying information is legible at all times. Any items not so identified will be subject to immediate removal by MLHD.
- Permittee shall provide District with emergency contact instructions associated with permitted use. Permittee shall provide a list of persons and organizations to contact in an emergency, along with the method of contact, including after-hour contact information.
- ***Permittee shall provide District with a Certificate of Insurance providing evidence of comprehensive liability and property damage coverage in the amount of two million dollars (\$2,000,000) for each accident/incident and one million dollars (\$2,000,000) in the aggregate. The Certificate shall name the Moss Landing Harbor District, its elected officials, officers, agents and employees as additional insured. The underlying policy shall remain in full force during the entire term of the use of District facilities. The District shall be notified at least 10 days prior to the policy being cancelled.***
- Permittee to embark/disembark all participants/passengers/construction materials from a location determined by Harbormaster. Permittee shall obey all instructions of District or law enforcement personnel. Permittee is not allowed to land anywhere other than at authorized locations.
- Permittee shall comply with all rules and regulations applicable to its activity as well as all conditions of all permits issued therefor, including, but not limited to, the Ordinances of the Moss Landing Harbor District, and shall obtain all licenses and permits required by its activity including, but not limited to, a Permit issued by the Moss Landing Harbor District.
- Neither permittee nor permittees' activities shall interfere or obstruct navigation of vessels in any waters under the Districts' jurisdiction.
- Neither permittee nor permittees' activities shall interfere with the Districts' dredging, pile driving, other construction activities, or use of its property.
- Permittee shall not contact or approach marine mammals except as permitted by appropriate governing agencies.
- Permit valid only so long as licenses and permits issued by any governing agency, including but not limited to the United States Coast Guard, California Division of Boating and Waterways, if applicable, California Coastal Commission, Monterey County Resource Management Agency, RWQCB, NOAA and the Moss Landing Harbor District remain current and in force.
- Permittee shall provide the District with copies of any of the following that apply to permittee's activity:
 - 1) USCG license as Operator of Uninspected Passenger Vessel or higher.
 - 2) USCG Certificate of Inspection.
 - 3) Monterey County Health Permit
 - 4) California Coastal Commission Permit
 - 5) Monterey County Resource Management Agency Permit
 - 6) RWQCB Permit
 - 7) NOAA Permit
 - 8) Any other licenses/permits associated with the activity.

- Permittee waives any and all claims for accident, injury, damage, theft or loss of any kind whatsoever arising out of or relating to the use of the facilities or grounds of the harbor against the Moss Landing Harbor District and its officers, commissioners, elected officials, agents or employees.
- Permittee shall hold the Moss Landing Harbor District and its officers, commissioners, elected officials, agents and employees harmless, indemnify and defend the same from any and all damages arising out of activities undertaken pursuant to this permit.

Special Conditions:

During the course of the described work, Permittee is required to employ all BMP's necessary to protect the Harbor lands and waters from debris, as established by permits obtained from other agencies/entities with jurisdiction over said work, including but not limited to:

1. Set up debris netting on existing chain link fence and install ground wattles to keep possible debris from entering the marina. Debris will be bagged sealed and removed.
2. Remove and dispose of all interior items and trash.
3. Set up critical barriers and negative air units Inside building.
4. Remove and dispose all VFT/mastic using hand/wet methods.
5. Remove and dispose of roof system and flashing using hand/wet methods. Roof work will be performed if winds are <10mph, otherwise roof work will be delayed until winds are <10mph.
6. Remove and dispose of transite skirt panels using hand/wet methods.
7. Clean up all roofing material that has previously blown/fallen off building.
8. HEPA vacuum and detail/clean jobsite.
9. Remove all tools/waste
10. Abatement of hazardous materials to be completed.
11. Prior to start of demolition, all loose debris will be picked up and area of work and path of travel will be vacuumed and plastic barrier laid down.
12. Ocean side of structures will be wrapped in fine mesh fabric.
13. Demolition will be done in sections, by hand with all materials being pulled in away from ocean and into plastic barriers.
14. Water will be sprayed/misted onto materials to control dust. Quantity of water will be monitored to prevent any run off.
15. No equipment will be used on docks for this phase of work. A spill kit will be onsite as a precautionary measure for trucks and equipment. Reach forklift will be used to handle debris.
16. Upon completion of demolition, all plastic will be cleaned up and area vacuumed as needed.
17. A competent employee will be assigned to implement and monitor engineering controls.

MOSS LANDING HARBOR DISTRICT

Tommy Razzeca
General Manager/Harbor Master



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME:	
	PHONE (A/C, No, Ext): 650-573-1111	FAX (A/C, No): 650-378-4361
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty		36161
INSURER B : Acceptance Casualty Ins. Co.		10349
INSURER C : Endurance American Insurance		10641
INSURER D :		
INSURER E :		
INSURER F :		

INSURED LUSAM-2 Lusamerica Foods, Inc. 16480 Railroad Avenue Morgan Hill CA 95037

COVERAGES CERTIFICATE NUMBER: 1664227274 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6302R068228TIL21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Policy Agg. \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			BA9P797402	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			QEMM0024323	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Motor Truck Cargo Excess	N	N	6302R068228TIL21 0089316890	1/1/2021 1/1/2021	1/1/2022 1/1/2022	Limit \$ 200,000 \$2,000,000 Occ \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Physical Damage Deductibles: \$5000 comprehensive/\$5000 collision
\$2,000,000 Excess Policy is excess over \$2,000,000 umbrella

Moss Landing Harbor District, its elected officials, officers, agents and employees are named included as additional insured as additional insured to General Liability when required by written contract per attached endorsement.
30 day notice of cancellation / 10 days for nonpayment of premium.

CERTIFICATE HOLDER Moss Landing Harbor District 7881 Sandholdt Road Moss Landing CA 95039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>April Kobayashi</i>
---	--



GROWICE-01

WTANNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 575 Market St Ste 3600 San Francisco, CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): (415) 946-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED Growers Ice Company, Inc. P.O. Box 298 Salinas, CA 93902	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Y6301P335852TIL20	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Moss Landing Harbor District is included as additional insured as required by written contract or agreement.

CERTIFICATE HOLDER Moss Landing Harbor District 7881 Sandholdt Road Moss Landing, CA 95039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Project / Owner
ICE Mill through Mill Expansion

**Moss Landing
Dock K
Ice Conveyor**

7632 Starbuck Road, Ste. 200
Moss Landing, CA 95039

ICE Project Number: 21-01.2

Revision: 3A

DATE: 08/12/2021

BY: KAT

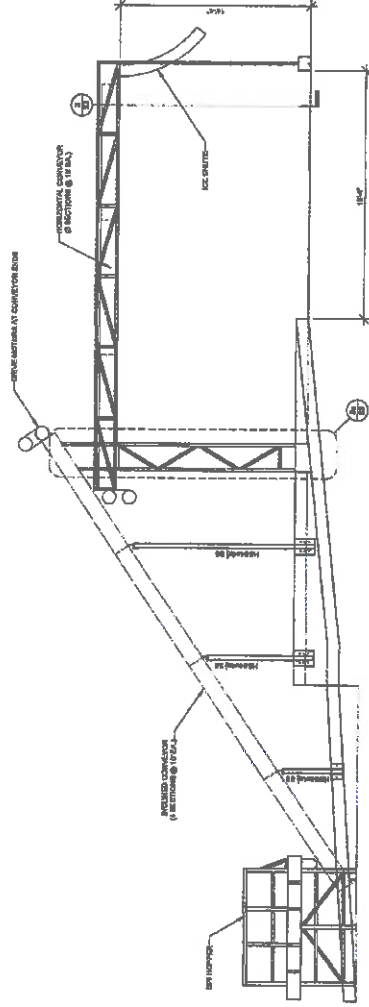
DATE: 08/12/2021

BY: KAT

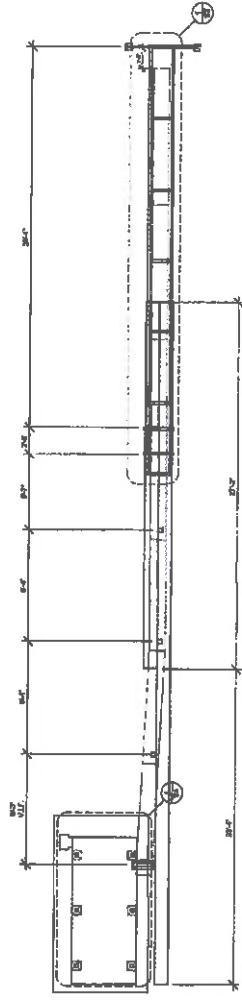
DATE: 08/12/2021

BY: KAT

DATE: 08/12/2021



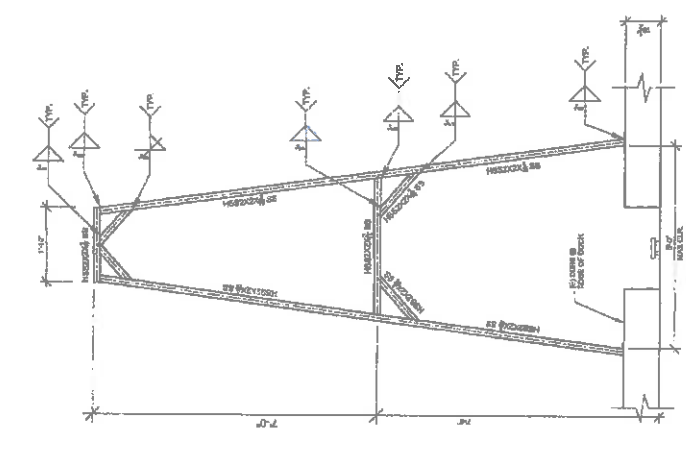
2 ICE CONVEYOR SYSTEM ELEVATION VIEW
SCALE: 1/4" = 1'-0"



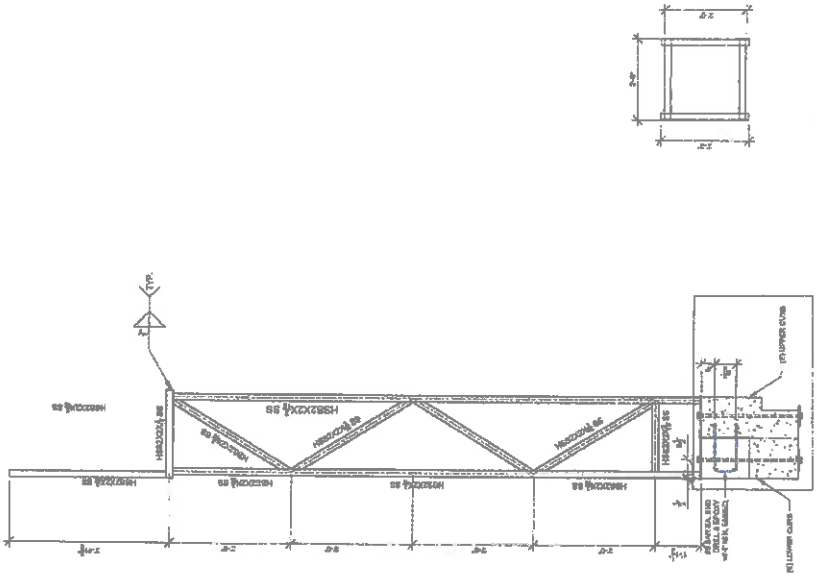
1 ICE CONVEYOR SYSTEM PLAN VIEW
SCALE: 1/4" = 1'-0"

Sheet Title
CONVEYOR
SYSTEM PLAN
AND
ELEVATION

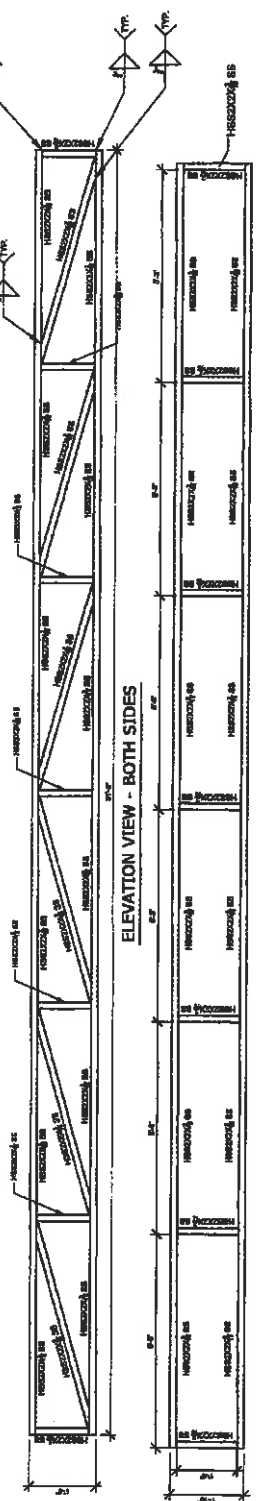
Sheet Number: 2 OF 4
S2



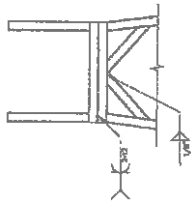
2 **MOMENT FRAME SYSTEM**
 SCALE: 3/4" = 1'-0"



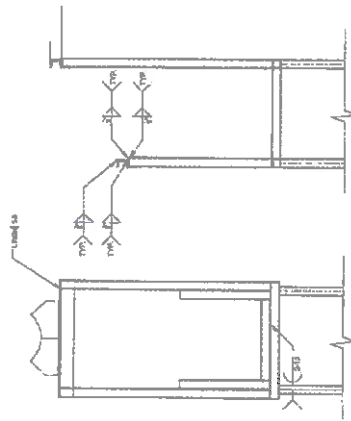
3 **TRUSS TOWER SYSTEM**
 SCALE: 3/4" = 1'-0"



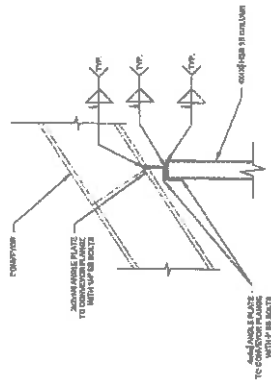
1 **CHANNEL TRUSS SYSTEM**
 SCALE: 3/4" = 1'-0"



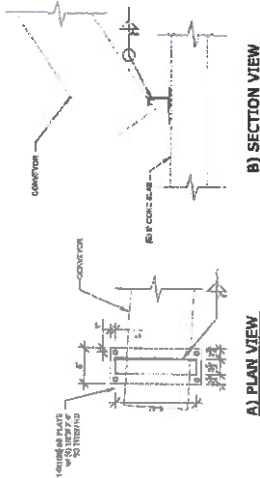
9 CHANNEL TRUSS TO MOMENT FRAME
 SCALE 1" = 1'-0"



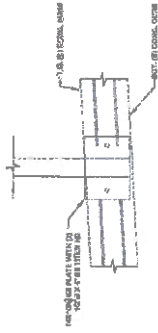
8 TRUSS TOWER TO CHANNEL TRUSS
 SCALE 1" = 1'-0"



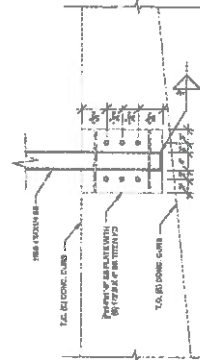
7 CONVEYOR TO COLUMN CONNECTION
 SCALE 1" = 1'-0"



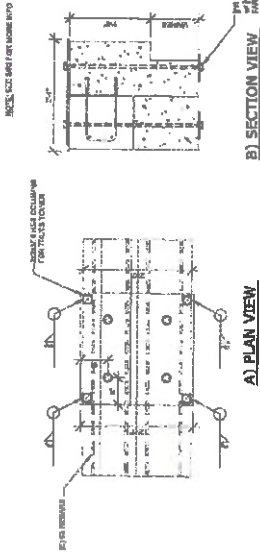
6 CONVEYOR ANCHORING DETAIL
 SCALE 1" = 1'-0"



5 CONVEYOR COLUMNS ANCHORAGE
 SCALE 1" = 1'-0"



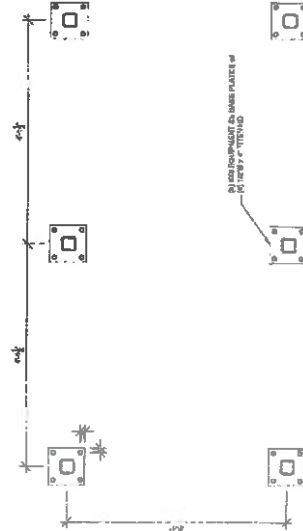
4 CONVEYOR COLUMNS ANCHORAGE
 SCALE 1" = 1'-0"



3 TRUSS TOWER BASE CONNECTION
 SCALE 1" = 1'-0"



2 MOMENT FRAME ANCHORAGE PLAN
 SCALE 1" = 1'-0"



1 BIN HOPPER ANCHORAGE PLAN
 SCALE 1" = 1'-0"

THIS DRAWING IS THE PROPERTY OF KYLER ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KYLER ENGINEERING.

Ice Conveyor System Connection Details

Sheet Number: 4 OF 4
S4

Kyler Engineering
Structural Engineering Calculations

PO Box 1863
Monterey, CA 93942

matthewk@kylerengineering.com

831 920 4744 - Office
415 264 2554 - Cell

Structural Engineering Calculations

for

Dock Ice Conveyor - Growers Ice

7532 Sandholdt Road, #5b, Moss Landing, CA 95039

3/12/2021

KE Job #: 21-012

Prepared By:
Matthew R. Kyler, P.E.
for Kyler Engineering
PO Box 1863
Monterey, CA 93942



Kyler Engineering PO Box 1863 Monterey CA 93940 831 926 4744	PROJECT: Dock Ice Conveyor - Growers Ice 7532 Sandholdt Road, #5b, Moss Landing, CA	Job #: 21-012 Sheet: B1
	<i>Design Loads</i>	
	Date: 2/22/2021	

System Loading as Reported by Client

Per 10' Section of Conveyor

Component	Weight (lbs)
Formed Flange Trough	99
Screw Auger	70
Flange Foot	4.5
Flanged Cover	39
Coupling Shaft	5.6
Coupling Bolts	1
	219.1 USE 220#

Drive Load at Tower

Component	Weight (lbs)
Drive System (x2)	529.6 USE 530#

Ice Load (lb/ft of conveyor) = **10**

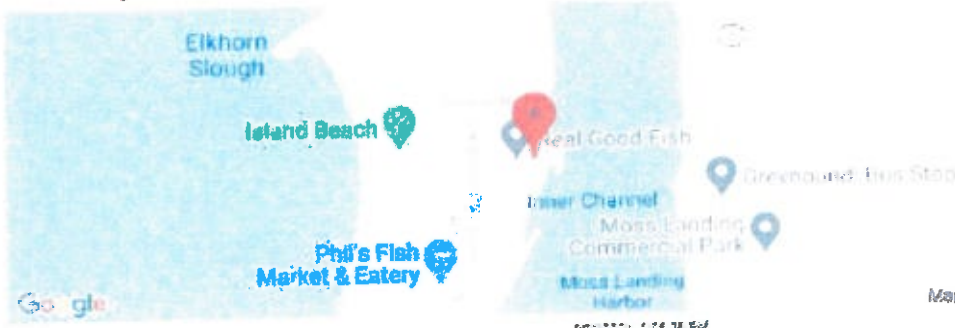
Kyler Engineering PO Box 1865 Monterey, CA 93940 831 920 4744	PROJECT: Dock Ice Conveyor - Growers Ice	Job #: 21-012
	ADDRESS: 7532 Sandholdt Road, #5b, Moss Landing, CA 9503	Sheet: B2
	USGS Parameters	Date: 3/10/2021



OSHPD

Dock Ice Conveyor - Growers Ice

Latitude, Longitude: 36.80459245, -121.78625785



Scale: 1:1000
Map data: 2021

0.000
Seismic Code Reference Document

Risk Category

Site Class

Type	Value
S ₀	1.227
S ₁	0.400
S ₁₀₀	2.072
S ₁₀	1.000 (See Section 11.4.3)
S ₅₀	1.250
S ₂₀	1.000 (See Section 11.4.3)

Description
MCEs ground motion, for 0.2 second period
MCEs ground motion, for 1.00 second
Site-modified spectral acceleration value
Site-modified spectral acceleration value
Numerical seismic design value at 0.2 second SA
Numerical seismic design value at 1.0 second SA

Type	Value
SDC	1.0 (See Section 11.4.3)
F _a	1.2
F ₀	1.0 (See Section 11.4.3)
F _{0.2}	2.72
F _{0.5}	1.2
F _{0.75}	0.840
T ₀	0.2
S _{0.2}	2.727
S _{0.5}	1.792
S _{0.75}	2.534
S _{1.0}	0.720
S _{1.5}	0.670
S _{2.0}	1.000
F _{0.2}	1.214
C _{0.2}	0.792
C _{0.5}	0.650

Description
Seismic risk category
Site amplification factor at 0.2 seconds
Site amplification factor at 1.0 second
SCE _{0.2} peak ground acceleration
Site amplification factor at F _{0.2}
Site modified peak ground acceleration
Long-period transition period (in seconds)
Probabilistic risk-targeted ground motion, (0.2 second)
Factored uniform hazard (2% probability of exceedance in 50 years) spectral acceleration
Factored deterministic acceleration value, (0.2 second)
Probabilistic risk-targeted ground motion, (1.0 second)
Factored L ₁ Asymmetric (2% probability of exceedance in 50 years) spectral acceleration
Factored deterministic acceleration value, (1.0 second)
Factored deterministic acceleration value, (Peak Ground Acceleration)
Mapped value of the risk coefficient at short periods
Mapped value of the risk coefficient at a period of 1 s

Kyler Engineering
Structural Engineering Consultant
 P O. Box 1863 Monterey, CA 93940
 415 264 2554

PROJECT: Dock Ice Conveyor - Growers Ice
Address: 7532 Sandholdt Road, #5b, Moss Landing, C

Job: 21-012
Sheet: B3
Date: 3/10/2021
By: CJ

DESIGN OF LATERAL FORCES ON ELEMENTS (2019 CBC 13.3.1)

$a_p =$	2.5
$S_{DS} =$	1.382 g
$I_p =$	1.00
$R_p =$	3.0
$z =$	0 ft
$h =$	1 ft

in-structure component amplification factor from 1.0 to 2.5 *
 (Same as building to which components are connected)
 see section 13.1.3 of ASCE 7-16
 component response modification factor *
 component attachment elevation wrt grade
 structural roof elevation wrt grade

* Values are obtained from Table 13.5-1 of ASCE 7-16
Signs and Billboards

OR

$$F_p = 1.6 S_{DS} I_p W_p$$

$$F_p = [(0.4 a_p S_{DS} W_p) / (R_p / I_p)] * (1 + 2(z/h))$$

$$0.3 S_{DS} I_p W_p < F_p < 1.6 S_{DS} I_p W_p$$

$$F_p = [(0.4 a_p S_{DS} W_p) / (R_p / I_p)] * (1 + 2(z/h)) = \boxed{0.46} W_p \quad \leftarrow \text{CONTROLS} \quad 13.3.1 \text{ eqn (13.3-1)}$$

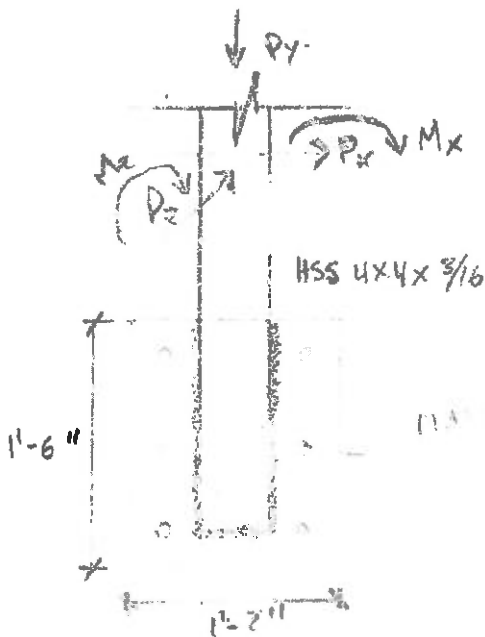
$$F_p = 1.6 S_{DS} I_p W_p = \boxed{2.21} W_p \quad 13.3.1 \text{ eqn (13.3-2)}$$

$$F_p = 0.3 S_{DS} I_p W_p = \boxed{0.41} W_p \quad 13.3.1 \text{ eqn (13.3-3)}$$

(2016 CBC Coefficient) $F_p = \boxed{0.46} W_p$

(2016 CBC Coefficient) $F_{vert} = \boxed{0.28} W_p$

$$F_v = 0.2 S_{DS} W_p$$



DEAD LOADS (DY)

$$DL_{HSS} = (H_{max}) (W_{HSS}) (1.2) = (141') (9.2716 \text{ lb/ft}) (1.2)$$

$$DL_{HSS} = 370 \text{#}$$

$$DL_{HSS} = 130 \text{#}$$

$$DL_{TOTAL} = DL_{HSS} + W_{concrete}$$

$$DL_{TOTAL} = 130 \text{#} + 370 \text{#}$$

$$DL_{TOTAL} = 450 \text{#}$$

10% OF SHEAR PL. LOAD (PLC 1300-11.2)

WIND LOADS (Px)

$$P_x = (W_{wind} + DL_{HSS}) (0.46) = (370 + 130)$$

$$P_x = (370 \text{#} + 130 \text{#}) (0.46)$$

$$P_x = 207 \text{#}$$

MOMENT (Mx)

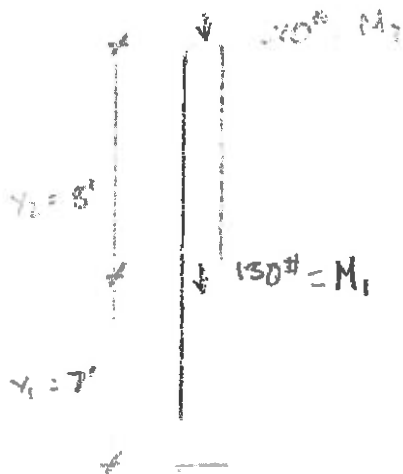
$$H_{c.g.} = \frac{(M_1)(x_1) + (M_2)(x_1 + x_2)}{(M_1) + (M_2)}$$

$$H_{c.g.} = \frac{(130 \text{#})(7') + (370 \text{#})(7' + 8')}{(130 \text{#} + 370 \text{#})}$$

$$H_{c.g.} = 12.7'$$

$$M_x = (P_x) (H_{c.g.}) = (207 \text{#}) (12.7') \left(\frac{12''}{1'}\right)$$

$$M_x = 31542 \text{ lb-in}$$



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SLIP CRITICAL COMPACTNESS - 4x4x3/16

$$\lambda_1 = l/r = 4/1 = 4 \text{ (TALLER) } \left(\begin{array}{l} \text{TABLE 4.12} \\ \text{TABLE 4.12} \end{array} \right)$$

$$\lambda_2 = 0 \quad \sqrt{E/F_y} \text{ of } \left(\begin{array}{l} \text{TABLE 4.12} \\ \text{TABLE 4.12} \end{array} \right)$$

$$\lambda_3 = 0 \quad \sqrt{500000000}$$

$$\lambda_{cr} = 17.17$$

$$\lambda_{cr} > \lambda_1 = 4 \text{ (TALLER)}$$

SLIP CRITICAL COMPACTNESS - 4x4x3/8

$$\lambda_1 = l/r = 4/1 = 4 \text{ (TALLER) } \left(\begin{array}{l} \text{TABLE 4.12} \\ \text{TABLE 4.12} \end{array} \right)$$

$$\lambda_2 = 0 \quad \sqrt{500000000}$$

Compressive strength (4x4 VPA, 12-25-316)

$$\frac{L_c}{r} = \frac{(14') \left(\frac{12''}{12} \right)}{1.52''} = 114.5$$

$$4.71 \sqrt{\frac{E}{F_y}} = 4.71 \sqrt{\frac{29,000 \text{ ksi}}{30 \text{ ksi}}} = 146.4$$

$$\frac{L_c}{r} = 108.4 \leq 4.71 \sqrt{\frac{E}{F_y}} = 146.4$$

$$\therefore F_{cr} = (0.658^{F_y/E}) F_y \quad (\text{see AISC 360-16})$$

$$F_e = \frac{\pi^2 E}{\left(\frac{L_c}{r} \right)^2} \rightarrow \left(\text{see AISC 360-16, Eq. E3-4} \right)$$

$$F_e = \frac{\pi^2 (29,000 \text{ ksi})}{(110.5)^2} = 73.4 \text{ ksi}$$

$$F_{cr} = (0.658^{30/73.4}) (30 \text{ ksi})$$

$$F_{cr} = 17.05 \text{ ksi}$$

$$P_n = F_{cr} (A_g) \rightarrow \left(\text{see also AISC 360-16, Eq. E3-2} \right)$$

$$P_n = (17.05 \text{ ksi}) (5.32 \text{ in}^2) \left(\frac{144 \text{ in}^2}{1 \text{ ft}^2} \right)$$

$$P_n = 59,157 \#$$

$$P_c = P_n / 1.67 = 59,157 \#, 1.67$$

$$P_c = 35,423 \#$$

FLEXURAL CAPACITY (4x4x1/4 HSS - SS 316)

YIELD HSS - SS - 316 ($F_y = 30 \text{ ksi}$) ($E = 29,000 \text{ ksi}$)

$$M_c = M_n / \phi = \frac{(F_y)(Z)}{\phi}$$

$$M_c = (30,000 \text{ psi})(4.69 \text{ in}^3) / 0.9$$

$$M_c = 84,251 \text{ ft-in} \quad (M_{cx} = M_{cy})$$

LOCAL BUCKLING

$$\lambda = h/t = 1/1 = 10 \quad (\text{PER AISC 360 16.1.1})$$

$$\lambda_p = 2.44 \sqrt{E/k} \quad (\text{PER AISC 360 16.1.1})$$

$$\lambda_p = 75.2$$

$$\lambda = 10 < 75.2$$

∴ LOCAL BUCKLING = LOCAL BUCKLING DOES NOT APPLY

LRFD AT SECTION POINTS

$$L_p = 0.125 \sqrt{E} \sqrt{I_y} / A_g \quad (\text{PER AISC 360 16.1.1})$$

$$L_p = 0.125 \sqrt{29,000 \text{ ksi}} \sqrt{(152 \text{ in}^4)} / (30 \text{ ksi})(4.69 \text{ in}^3)$$

$$L_p = 265 \text{ in} = 22.1 \text{ ft}$$

$$L_{brar} = 14 \text{ ft} < L_p = 22 \text{ ft}$$

∴ LOCAL BUCKLING DOES NOT APPLY

$$M_{cx} = M_{cy} = 84,251 \text{ ft-in}$$

FLEXURE AND COMPRESSION

$$\frac{P_r}{P_c} = \frac{450 \#}{27,687 \#} = 0.016$$

$$\frac{P_r}{P_c} = 0.016 < 0.2 \quad (\text{PER AISC 360 15th Ed. (S. H. 1.1)})$$

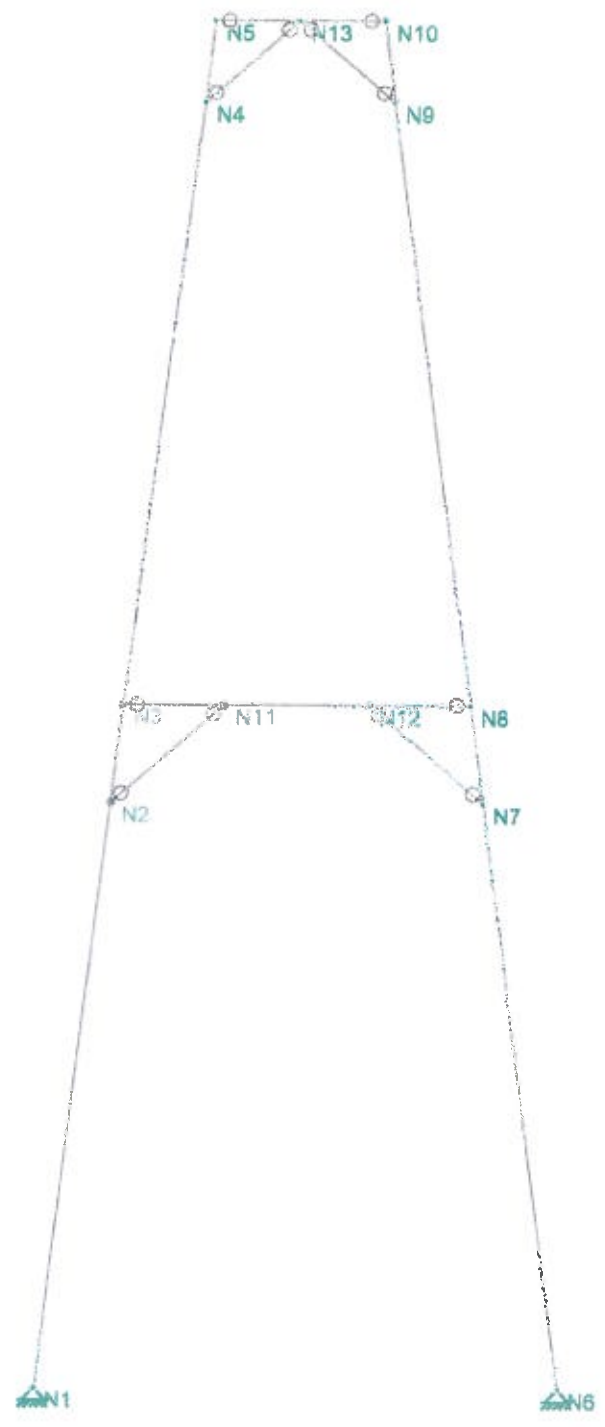
$$\therefore \frac{P_r}{2P_c} + \left(\frac{M_{ix}}{M_{ix}} + \frac{M_{iy}}{M_{iy}} \right) \leq 1.0$$

$$\frac{P_r}{2P_c} + \left(\frac{M_{ix}}{M_{ix}} + \frac{M_{iy}}{M_{iy}} \right) \leq 1.0$$

$$\left(\frac{580 \#}{2(27,687 \#)} \right) + \left(2 \frac{31,547 \text{ lb-in}}{84,751 \text{ lb-in}} \right) \leq 1.0$$

$$0.76 > 1.00 \quad \text{OK} \quad \checkmark$$

USE 4"X4"X1/4" STAINLESS STEEL
 HSS TUBE FOR COLUMNS SUPPORTING
 SLOPED CONVEYORS



Kyler Engineering
JAL
21-012

2X2X3/16 HSS Moment Frame

SK-4
Mar 10, 2021
2021-03-08 HSS Moment Frame (. ...



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : 2X2X3/16 HSS Moment Frame

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Node Coordinates

	Label	X [in]	Y [in]	Z [in]	Detach From Diaphragm
1	N1	0	0	0	
2	N2	9	72	0	
3	N3	10.5	84	0	
4	N4	19.875	158	0	
5	N5	21	168	0	
6	N6	62	0	0	
7	N7	53	72	0	
8	N8	51.5	84	0	
9	N9	42.175	158	0	
10	N10	41	168	0	
11	N11	22.5	84	0	
12	N12	39.5	84	0	
13	N13	31	168	0	

Node Boundary Conditions

	Node Label	X [k/in]	Y [k/in]	Z [k/in]
1	N1	Reaction	Reaction	Reaction
2	N6	Reaction	Reaction	Reaction

Stainless Steel Properties

	Label	E [ksi]	G [ksi]	Nu	Therm. Coeff. [1e ⁻⁶ F ⁻¹]	Density [k/ft ³]	n	Yield [ksi]	Fu [ksi]
1	A276 S316	28000	10780	0.3	0.93	0.5	5.6	30	75
2	A276 S321	29000	11185	0.3	0.73	0.48	5.6	65	94
3	A276 S304	28000	10780	0.3	0.93	0.49	5.6	30	75

Stainless Steel Section Sets

	Label	Shape	Type	Design List	Material	Design Rule	Area [in ²]	Iyy [in ⁴]	Izz [in ⁴]	J [in ⁸]
1	SS1A	W10x33 SS	Beam	None	A276 S316	Typical	9.71	36.6	171	0.583

Stainless Steel Design Parameters

	Label	Shape	Length [in]	Lcomp top [in]	Function
1	M1	HSS2x2x3 SS	72.56	Lbyy	Lateral
2	M2	HSS2x2x3 SS	12.093	Lbyy	Lateral
3	M3	HSS2x2x3 SS	74.591	Lbyy	Lateral
4	M4	HSS2x2x3 SS	10.063	Lbyy	Lateral
5	M5	HSS2x2x3 SS	72.56	Lbyy	Lateral
6	M6	HSS2x2x3 SS	12.093	Lbyy	Lateral
7	M7	HSS2x2x3 SS	74.585	Lbyy	Lateral
8	M8	HSS2x2x3 SS	10.069	Lbyy	Lateral
9	M9	HSS2x2x3 SS	12	Lbyy	Lateral
10	M10	HSS2x2x3 SS	17	Lbyy	Lateral
11	M11	HSS2x2x3 SS	12	Lbyy	Lateral
12	M12	HSS2x2x3 SS	10	Lbyy	Lateral
13	M13	HSS2x2x3 SS	10	Lbyy	Lateral
14	M14	HSS2x2x3 SS	18.062	Lbyy	Lateral
15	M15	HSS2x2x3 SS	14.959	Lbyy	Lateral
16	M16	HSS2x2x3 SS	18.062	Lbyy	Lateral
17	M17	HSS2x2x3 SS	14.956	Lbyy	Lateral

Node Loads and Enforced Displacements (BLC 1 : EQ Weight)

	Node Label	L, D, M	Direction	Magnitude [(k, k-ft), (in, rad), (k*s ² /in, k*s ² *in)]
1	N13	L	Y	-1.165



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : 2X2X3/16 HSS Moment Frame

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Node Loads and Enforced Displacements (BLC 2 : EQ Seismic)

Node Label	L, D, M	Direction	Magnitude [(k, k-ft), (in, rad), (k*s ² /in, k*s ² /in)]
1) N10	L	X	-1.165

Load Combinations

Description	Solve	PDelta	BLC	Factor	BLC	Factor
1) ASD	Yes	C	1	1	2	0.46

Load Combination Design

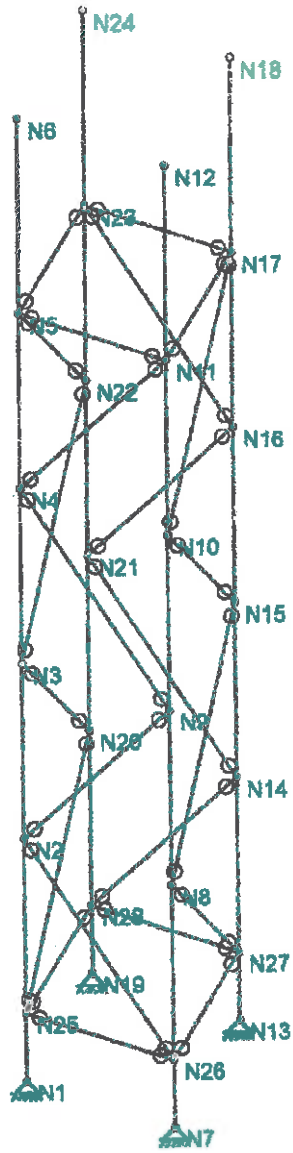
Description	Service	Hot Rolled	Cold Formed	Wood	Concrete	Masonry	Aluminum	Stainless	Connection
1) ASD		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Node Reactions

LC	Node Label	X [k]	Y [k]	Z [k]	MX [k-ft]	MY [k-ft]	MZ [k-ft]
1	N1	0.322	2.065	0	0	0	0
2	N6	0.213	-0.9	0	0	0	0
3	Totals:	0.536	1.165	0			
4	COG (in):	X: 31	Y: 168	Z: 0			

AISC 14TH (360-10): ASD Member Stainless Steel Code Checks

LC	Member	Shape	UC MaxLoc[in]	Shear UCLoc[in]	Dir	Pnc/om [k]	Pnt/om [k]	Mnyy/om [k-ft]	Mnzz/om [k-ft]	Cb	Eqn			
1	1	M1	HSS2x2x3 SS	0.652	72.56	0.018	72.56	y	10.245	21.377	1.193	1.193	1.667	H1-1a
2	1	M3	HSS2x2x3 SS	0.814	74.591	0.032	74.591	y	9.827	21.377	1.193	1.193	2.218	H1-1b
3	1	M4	HSS2x2x3 SS	0.55	0	0.139	10.063	y	21.077	21.377	1.193	1.193	1.667	H1-1b
4	1	M5	HSS2x2x3 SS	0.529	72.56	0.018	72.56	y	10.245	21.377	1.193	1.193	1.667	H1-1b
5	1	M2	HSS2x2x3 SS	0.524	0	0.192	12.093	y	20.945	21.377	1.193	1.193	2.229	H1-1b
6	1	M6	HSS2x2x3 SS	0.516	0	0.181	12.093	y	20.945	21.377	1.193	1.193	2.206	H1-1b
7	1	M8	HSS2x2x3 SS	0.433	0	0.108	10.068	y	21.077	21.377	1.193	1.193	1.667	H1-1b
8	1	M7	HSS2x2x3 SS	0.428	74.585	0.026	74.585	y	9.826	21.377	1.193	1.193	2.233	H1-1b
9	1	M9	HSS2x2x3 SS	0.425	12	0.085	12	y	20.952	21.377	1.193	1.193	1.667	H1-1b
10	1	M11	HSS2x2x3 SS	0.407	0	0.081	12	y	20.952	21.377	1.193	1.193	1.667	H1-1b
11	1	M10	HSS2x2x3 SS	0.395	0	0.117	17	y	20.531	21.377	1.193	1.193	2.284	H1-1b
12	1	M13	HSS2x2x3 SS	0.384	0	0.067	10	y	21.081	21.377	1.193	1.193	1.667	H1-1b
13	1	M12	HSS2x2x3 SS	0.352	10	0.087	10	y	21.081	21.377	1.193	1.193	1.667	H1-1b
14	1	M14	HSS2x2x3 SS	0.083	18.062	0	18.062	y	20.425	21.377	1.193	1.193	1	H1-1b*
15	1	M15	HSS2x2x3 SS	0.069	14.959	0	14.959	y	20.719	21.377	1.193	1.193	1	H1-1b*
16	1	M16	HSS2x2x3 SS	0.039	18.062	0	18.062	y	20.425	21.377	1.193	1.193	1	H1-1b
17	1	M17	HSS2x2x3 SS	0.026	14.998	0	14.998	y	20.716	21.377	1.193	1.193	1	H1-1b



Kyler Engineering

JAL

21-012

HSS 2x2x3/16 Truss Tower System

SK-3

Mar 10, 2021

2021-03-10 Truss Tower Design



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : HSS 2x2x3/16 Truss Tower System

3/10/2021
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Node Coordinates

	Label	X [in]	Y [in]	Z [in]	Detach From Diaphragm
1	N1	0	0	0	
2	N2	0	50	0	
3	N3	0	86	0	
4	N4	0	122	0	
5	N5	0	158	0	
6	N6	0	198	0	
7	N7	22	0	0	
8	N8	22	50	0	
9	N9	22	86	0	
10	N10	22	122	0	
11	N11	22	158	0	
12	N12	22	198	0	
13	N13	22	0	-22	
14	N14	22	50	-22	
15	N15	22	86	-22	
16	N16	22	122	-22	
17	N17	22	158	-22	
18	N18	22	198	-22	
19	N19	0	0	-22	
20	N20	0	50	-22	
21	N21	0	86	-22	
22	N22	0	122	-22	
23	N23	0	158	-22	
24	N24	0	198	-22	
25	N25	0	14	0	
26	N26	22	14	0	
27	N27	22	14	-22	
28	N28	0	14	-22	

Node Boundary Conditions

	Node Label	X [k/in]	Y [k/in]	Z [k/in]
1	N1	Reaction	Reaction	Reaction
2	N13	Reaction	Reaction	Reaction
3	N7	Reaction	Reaction	Reaction
4	N19	Reaction	Reaction	Reaction

Stainless Steel Properties

	Label	E [ksi]	G [ksi]	Nu	Therm. Coeff. [1e ⁻⁶ F ⁻¹]	Density [k/ft ³]	n	Yield [ksi]	Fu [ksi]
1	A276 S316	28000	10780	0.3	0.93	0.5	5.6	30	75
2	A276 S321	29000	11185	0.3	0.73	0.48	5.6	65	94
3	A276 S304	28000	10780	0.3	0.93	0.48	5.6	30	75

Stainless Steel Section Sets

	Label	Shape	Type	Design List	Material	Design Rule	Area [in ²]	Iyy [in ⁴]	Izz [in ⁴]	J [in ⁶]
1	SS1A	W10x33 SS	Beam	None	A276 S316	Typical	9.71	36.6	171	0.583

Stainless Steel Design Parameters

	Label	Shape	Length [in]	Lcomp top [in]	Function
1	M1	HSS2x2x3 SS	14	Lbyy	Lateral
2	M2	HSS2x2x3 SS	36	Lbyy	Lateral
3	M3	HSS2x2x3 SS	36	Lbyy	Lateral
4	M4	HSS2x2x3 SS	36	Lbyy	Lateral
5	M5	HSS2x2x3 SS	40	Lbyy	Lateral
6	M6	HSS2x2x3 SS	14	Lbyy	Lateral
7	M7	HSS2x2x3 SS	36	Lbyy	Lateral
8	M8	HSS2x2x3 SS	36	Lbyy	Lateral



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : HSS 2x2x3/16 Truss Tower System

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Stainless Steel Design Parameters (Continued)

	Label	Shape	Length [in]	Lcomp top [in]	Function
9	M9	HSS2x2x3 SS	36	Lbyy	Lateral
10	M10	HSS2x2x3 SS	40	Lbyy	Lateral
11	M11	HSS2x2x3 SS	14	Lbyy	Lateral
12	M12	HSS2x2x3 SS	36	Lbyy	Lateral
13	M13	HSS2x2x3 SS	36	Lbyy	Lateral
14	M14	HSS2x2x3 SS	36	Lbyy	Lateral
15	M15	HSS2x2x3 SS	40	Lbyy	Lateral
16	M16	HSS2x2x3 SS	14	Lbyy	Lateral
17	M17	HSS2x2x3 SS	36	Lbyy	Lateral
18	M18	HSS2x2x3 SS	36	Lbyy	Lateral
19	M19	HSS2x2x3 SS	36	Lbyy	Lateral
20	M20	HSS2x2x3 SS	40	Lbyy	Lateral
21	M21	HSS2x2x3 SS	42.19	Lbyy	Lateral
22	M22	HSS2x2x3 SS	42.19	Lbyy	Lateral
23	M23	HSS2x2x3 SS	42.19	Lbyy	Lateral
24	M24	HSS2x2x3 SS	22	Lbyy	Lateral
25	M25	HSS2x2x3 SS	42.19	Lbyy	Lateral
26	M26	HSS2x2x3 SS	42.19	Lbyy	Lateral
27	M27	HSS2x2x3 SS	42.19	Lbyy	Lateral
28	M28	HSS2x2x3 SS	22	Lbyy	Lateral
29	M29	HSS2x2x3 SS	42.19	Lbyy	Lateral
30	M30	HSS2x2x3 SS	42.19	Lbyy	Lateral
31	M31	HSS2x2x3 SS	42.19	Lbyy	Lateral
32	M32	HSS2x2x3 SS	22	Lbyy	Lateral
33	M33	HSS2x2x3 SS	42.19	Lbyy	Lateral
34	M34	HSS2x2x3 SS	42.19	Lbyy	Lateral
35	M35	HSS2x2x3 SS	42.19	Lbyy	Lateral
36	M36	HSS2x2x3 SS	22	Lbyy	Lateral
37	M37	HSS2x2x3 SS	42.19	Lbyy	Lateral
38	M38	HSS2x2x3 SS	42.19	Lbyy	Lateral
39	M39	HSS2x2x3 SS	22	Lbyy	Lateral
40	M40	HSS2x2x3 SS	42.19	Lbyy	Lateral
41	M41	HSS2x2x3 SS	42.19	Lbyy	Lateral
42	M42	HSS2x2x3 SS	22	Lbyy	Lateral
43	M43	HSS2x2x3 SS	22	Lbyy	Lateral
44	M44	HSS2x2x3 SS	22	Lbyy	Lateral
45	M45	HSS2x2x3 SS	36	Lbyy	Lateral
46	M46	HSS2x2x3 SS	36	Lbyy	Lateral
47	M47	HSS2x2x3 SS	36	Lbyy	Lateral
48	M48	HSS2x2x3 SS	36	Lbyy	Lateral

Node Loads and Enforced Displacements (BLC 1 : LOAD)

	Node Label	L, D, M	Direction	Magnitude [(lb, k-ft), (in, rad), (lb*s ² /in, lb*s ² /in)]
1	N11	L	Y	-464
2	N17	L	Y	-464
3	N5	L	Y	-464
4	N23	L	Y	-464

Node Loads and Enforced Displacements (BLC 2 : SEISMIC)

	Node Label	L, D, M	Direction	Magnitude [(lb, k-ft), (in, rad), (lb*s ² /in, lb*s ² /in)]
1	N11	L	X	-708
2	N17	L	X	-708
3	N5	L	X	-708
4	N23	L	X	-708
5	N11	L	Z	-464
6	N17	L	Z	-464
7	N5	L	Z	-464



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : HSS 2x2x3/18 Truss Tower System

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Node Loads and Enforced Displacements (BLC 2 : SEISMIC) (Continued)

Node Label	L, D, M	Direction	Magnitude [(lb, k-ft), (in, rad), (lb*s ² /in, lb*s ² /in)]
8) N23	L	Z	-464

Node Reactions

LC	Node Label	X [lb]	Y [lb]	Z [lb]	MX [k-ft]	MY [k-ft]	MZ [k-ft]
1	N1	384.982	2079.621	192.947	0	0	0
2	N13	483.73	-1202.405	175.311	0	0	0
3	N7	270.739	-7399.602	255.157	0	0	0
4	N19	183.269	8378.385	230.345	0	0	0
5	Totals	1302.72	1856	853.76			
6	COG (in):	X: 11	Y: 158	Z: -11			

AISC 14TH (360-10): ASD Member Stainless Steel Code Checks

LC	Member	Shape	UC MaxLoc[in]	Shear UCLoc[in]	Dir	Pnc/om [lb]	Pnt/om [lb]	Mnyy/om [k-ft]	Mnzz/om [k-ft]	Cb	Eqn	
1	M16	HSS2x2x3 SS	0.913	14	0.054	14	z	20799.876	21377.246	1.193	1.193	1.667 H1-1a
2	M47	HSS2x2x3 SS	0.851	0	0.039	36	z	17837.154	21377.246	1.193	1.193	1.266 H1-1a
3	M6	HSS2x2x3 SS	0.803	14	0.049	14	y	20799.876	21377.246	1.193	1.193	1.667 H1-1a
4	M48	HSS2x2x3 SS	0.735	0	0.037	36	z	17837.154	21377.246	1.193	1.193	1.379 H1-1a
5	M45	HSS2x2x3 SS	0.694	0	0.06	36	y	17837.154	21377.246	1.193	1.193	1.955 H1-1b
6	M48	HSS2x2x3 SS	0.876	0	0.034	36	y	17837.154	21377.246	1.193	1.193	1.964 H1-1b
7	M1	HSS2x2x3 SS	0.655	14	0.074	14	y	20799.876	21377.246	1.193	1.193	1.667 H1-1b
8	M11	HSS2x2x3 SS	0.653	14	0.084	14	y	20799.876	21377.246	1.193	1.193	1.667 H1-1b
9	M17	HSS2x2x3 SS	0.448	0	0.025	36	y	17837.154	21377.246	1.193	1.193	2.212 H1-1a
10	M7	HSS2x2x3 SS	0.248	0	0.021	36	y	17837.154	21377.246	1.193	1.193	2.232 H1-1b
11	M18	HSS2x2x3 SS	0.2	0	0.01	36	y	17837.154	21377.246	1.193	1.193	1.293 H1-1b
12	M12	HSS2x2x3 SS	0.189	0	0.03	36	z	17837.154	21377.246	1.193	1.193	1.365 H1-1b
13	M2	HSS2x2x3 SS	0.188	0	0.031	36	z	17837.154	21377.246	1.193	1.193	1.325 H1-1b
14	M3	HSS2x2x3 SS	0.155	0	0.007	36	y	17837.154	21377.246	1.193	1.193	2.228 H1-1b
15	M8	HSS2x2x3 SS	0.151	0	0.01	36	y	17837.154	21377.246	1.193	1.193	1.334 H1-1b
16	M13	HSS2x2x3 SS	0.116	0	0.008	36	y	17837.154	21377.246	1.193	1.193	2.216 H1-1b
17	M40	HSS2x2x3 SS	0.11	42.19	0.017	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
18	M19	HSS2x2x3 SS	0.103	0	0.006	36	y	17837.154	21377.246	1.193	1.193	2.174 H1-1b
19	M14	HSS2x2x3 SS	0.085	0	0.005	36	y	17837.154	21377.246	1.193	1.193	2.171 H1-1b
20	M21	HSS2x2x3 SS	0.081	42.19	0.019	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
21	M23	HSS2x2x3 SS	0.076	42.19	0	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
22	M30	HSS2x2x3 SS	0.07	42.19	0.002	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
23	M38	HSS2x2x3 SS	0.07	42.19	0.027	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
24	M4	HSS2x2x3 SS	0.083	0	0.005	36	y	17837.154	21377.246	1.193	1.193	2.195 H1-1b
25	M9	HSS2x2x3 SS	0.081	0	0.004	36	y	17837.154	21377.246	1.193	1.193	2.173 H1-1b
26	M33	HSS2x2x3 SS	0.054	42.19	0.02	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
27	M35	HSS2x2x3 SS	0.049	42.19	0.001	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
28	M26	HSS2x2x3 SS	0.046	42.19	0.005	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b*
29	M37	HSS2x2x3 SS	0.042	42.19	0.016	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
30	M29	HSS2x2x3 SS	0.032	42.19	0.02	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
31	M39	HSS2x2x3 SS	0.03	22	0.032	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b*
32	M31	HSS2x2x3 SS	0.029	42.19	0.001	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
33	M41	HSS2x2x3 SS	0.028	42.19	0.027	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
34	M22	HSS2x2x3 SS	0.027	42.19	0.002	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
35	M25	HSS2x2x3 SS	0.021	42.19	0.021	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
36	M27	HSS2x2x3 SS	0.019	42.19	0.002	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
37	M44	HSS2x2x3 SS	0.019	22	0.048	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b*
38	M34	HSS2x2x3 SS	0.018	42.19	0.005	42.19	y	16671.017	21377.246	1.193	1.193	1 H1-1b
39	M32	HSS2x2x3 SS	0.017	22	0.015	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b*
40	M43	HSS2x2x3 SS	0.016	22	0.004	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b
41	M28	HSS2x2x3 SS	0.011	22	0.018	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b*
42	M42	HSS2x2x3 SS	0.009	22	0.019	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b
43	M24	HSS2x2x3 SS	0.008	22	0.015	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b
44	M36	HSS2x2x3 SS	0.005	22	0.024	22	y	19979.668	21377.246	1.193	1.193	1 H1-1b

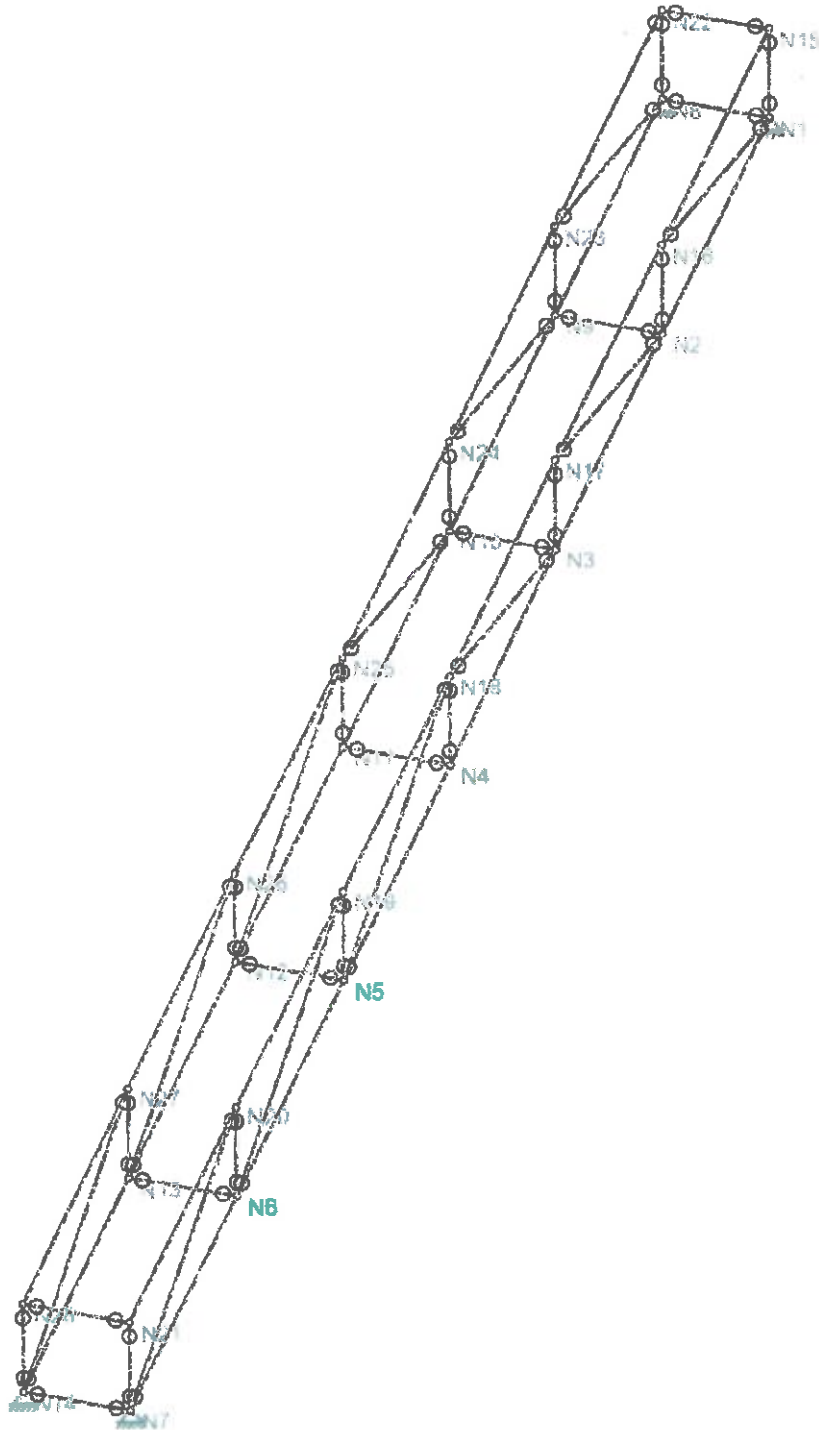


Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : HSS 2x2x3/16 Truss Tower System

3/10/2021
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AISC 14TH (360-10): ASD Member Stainless Steel Code Checks (Continued)

LC	Member	Shape	UC MaxLoc[in]	Shear UCLoc[in]	Dir	Pnc/om [lb]	Pnt/om [lb]	Mnyy/om [k-ft]	Mnzz/om [k-ft]	Cb	Eqn				
45	1	M5	HSS2x2x3	SS	0	40	0	40	y	17095.523	21377.246	1.193	1.193	1	H1-1b
46	1	M10	HSS2x2x3	SS	0	40	0	40	y	17095.523	21377.246	1.193	1.193	1	H1-1b
47	1	M15	HSS2x2x3	SS	0	40	0	40	y	17095.523	21377.246	1.193	1.193	1	H1-1b
48	1	M20	HSS2x2x3	SS	0	40	0	40	y	17095.523	21377.246	1.193	1.193	1	H1-1b



Kyler Engineering

JAL

21-012

Channel Truss System

SK-5

Mar 10, 2021

2x2x3/16 HSS Channel Truss



Company : Kyter Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : Channel Truss System

3/10/2021
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Node Coordinates

	Label	X [in]	Y [in]	Z [in]	Detach From Diaphragm
1	N1	0	0	0	
2	N2	60	0	0	
3	N3	120	0	0	
4	N4	180	0	0	
5	N5	240	0	0	
6	N6	300	0	0	
7	N7	360	0	0	
8	N8	0	0	18	
9	N9	60	0	18	
10	N10	120	0	18	
11	N11	180	0	18	
12	N12	240	0	18	
13	N13	300	0	18	
14	N14	360	0	18	
15	N15	0	18	0	
16	N16	60	18	0	
17	N17	120	18	0	
18	N18	180	18	0	
19	N19	240	18	0	
20	N20	300	18	0	
21	N21	360	18	0	
22	N22	0	18	18	
23	N23	60	18	18	
24	N24	120	18	18	
25	N25	180	18	18	
26	N26	240	18	18	
27	N27	300	18	18	
28	N28	360	18	18	

Stainless Steel Properties

	Label	E [ksi]	G [ksi]	Nu	Therm. Coeff. [1e ⁻⁶ F ⁻¹]	Density [k/ft ³]	n	Yield [ksi]	Fu [ksi]
1	A276 S316	28000	10780	0.3	0.93	0.5	5.6	30	75
2	A276 S321	29000	11165	0.3	0.73	0.48	5.6	65	94
3	A276 S304	29000	10780	0.3	0.93	0.49	5.6	30	75

Stainless Steel Section Sets

	Label	Shape	Type	Design List	Material	Design Rule	Area [in ²]	Iyy [in ⁴]	Izz [in ⁴]	J [in ⁸]
1	SS1A	W10x33 SS	Beam	None	A276 S316	Typical	9.71	36.6	171	0.583

Stainless Steel Design Parameters

	Label	Shape	Length [in]	Lcomp top [in]	Function
1	M1	HSS2X2X3 SS	60	Lbyy	Lateral
2	M2	HSS2X2X3 SS	60	Lbyy	Lateral
3	M3	HSS2X2X3 SS	60	Lbyy	Lateral
4	M4	HSS2X2X3 SS	60	Lbyy	Lateral
5	M5	HSS2X2X3 SS	60	Lbyy	Lateral
6	M6	HSS2X2X3 SS	60	Lbyy	Lateral
7	M7	HSS2X2X3 SS	60	Lbyy	Lateral
8	M8	HSS2X2X3 SS	60	Lbyy	Lateral
9	M9	HSS2X2X3 SS	60	Lbyy	Lateral
10	M10	HSS2X2X3 SS	60	Lbyy	Lateral
11	M11	HSS2X2X3 SS	60	Lbyy	Lateral
12	M12	HSS2X2X3 SS	60	Lbyy	Lateral
13	M13	HSS2X2X3 SS	60	Lbyy	Lateral
14	M14	HSS2X2X3 SS	60	Lbyy	Lateral
15	M15	HSS2X2X3 SS	60	Lbyy	Lateral
16	M16	HSS2X2X3 SS	60	Lbyy	Lateral



Company : Kyler Engineering
 Designer : JAL
 Job Number : 21-012
 Model Name : Channel Truss System

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Stainless Steel Design Parameters (Continued)

Label	Shape	Length [in]	Lcomp top [in]	Function
17	M17	HSS2X2X3 SS	60	Lbyy Lateral
18	M18	HSS2X2X3 SS	60	Lbyy Lateral
19	M19	HSS2X2X3 SS	60	Lbyy Lateral
20	M20	HSS2X2X3 SS	60	Lbyy Lateral
21	M21	HSS2X2X3 SS	60	Lbyy Lateral
22	M22	HSS2X2X3 SS	60	Lbyy Lateral
23	M23	HSS2X2X3 SS	60	Lbyy Lateral
24	M24	HSS2X2X3 SS	60	Lbyy Lateral
25	M25	HSS2X2X3 SS	18	Lbyy Lateral
26	M26	HSS2X2X3 SS	18	Lbyy Lateral
27	M27	HSS2X2X3 SS	18	Lbyy Lateral
28	M28	HSS2X2X3 SS	18	Lbyy Lateral
29	M29	HSS2X2X3 SS	18	Lbyy Lateral
30	M30	HSS2X2X3 SS	18	Lbyy Lateral
31	M31	HSS2X2X3 SS	18	Lbyy Lateral
32	M32	HSS2X2X3 SS	18	Lbyy Lateral
33	M33	HSS2X2X3 SS	18	Lbyy Lateral
34	M34	HSS2X2X3 SS	18	Lbyy Lateral
35	M35	HSS2X2X3 SS	18	Lbyy Lateral
36	M36	HSS2X2X3 SS	18	Lbyy Lateral
37	M37	HSS2X2X3 SS	18	Lbyy Lateral
38	M38	HSS2X2X3 SS	18	Lbyy Lateral
39	M39	HSS2X2X3 SS	18	Lbyy Lateral
40	M40	HSS2X2X3 SS	18	Lbyy Lateral
41	M41	HSS2X2X3 SS	18	Lbyy Lateral
42	M42	HSS2X2X3 SS	18	Lbyy Lateral
43	M43	HSS2X2X3 SS	18	Lbyy Lateral
44	M44	HSS2X2X3 SS	18	Lbyy Lateral
45	M45	HSS2X2X3 SS	18	Lbyy Lateral
46	M46	HSS2X2X3 SS	18	Lbyy Lateral
47	M47	HSS2X2X3 SS	18	Lbyy Lateral
48	M48	HSS2X2X3 SS	62.642	Lbyy Lateral
49	M49	HSS2X2X3 SS	62.642	Lbyy Lateral
50	M50	HSS2X2X3 SS	62.642	Lbyy Lateral
51	M51	HSS2X2X3 SS	62.642	Lbyy Lateral
52	M52	HSS2X2X3 SS	62.642	Lbyy Lateral
53	M53	HSS2X2X3 SS	62.642	Lbyy Lateral
54	M54	HSS2X2X3 SS	62.642	Lbyy Lateral
55	M55	HSS2X2X3 SS	62.642	Lbyy Lateral
56	M56	HSS2X2X3 SS	62.642	Lbyy Lateral
57	M57	HSS2X2X3 SS	62.642	Lbyy Lateral
58	M58	HSS2X2X3 SS	62.642	Lbyy Lateral
59	M59	HSS2X2X3 SS	62.642	Lbyy Lateral

Kyler Engineering Structural Engineering Consultant P O Box 1863 Monterey, CA 93940 415 264 2554	PROJECT: Doek Ice Conveyor - Growers Ice	Job: 21-012
	Address: 7532 Sandboldt Road, #5b, Moss Landing, CA 95039	Sheet: A1
	Ice Bin Hopper (Equipment + Ice)	Date: 2/24/2021
		By: JAL

	Weights (lb)	H.C.G. (In)	Product	H.C.G. System
INPUT:	Equipment: 4720	60	283200	
	Ice: 3000	80	240000	
	<u>7720</u>		<u>523200</u>	67.8 in

$W_p =$	7720	#
$H_{c.g.} =$	68	in
$B =$	79	in
N_v (Total # of Anchors)	6	
(Anchors Resisting Overturning)	3	
$\Omega_0 =$	2.5	

Design Forces? **LRFD**

Design Equation: $U = 0.9D + 1.0E$

Apply Overstrength Factor? **YES**

Isolators w/ > 1/4" Gap? **NO**

OUTPUT:

$F_p =$	3556	#
$F_v =$	2133	#

OTM =	602378	#*in
RM =	190185	#*in

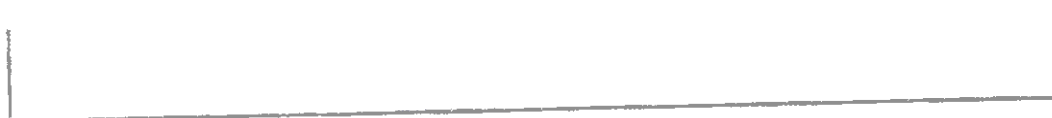
$T =$	1739	#/anchor
$V =$	1481	#/anchor

$$OTM = \Omega F_p \times H_{cg}$$

$$RM = (0.9W_p - F_v) \times (B/2)$$

$$T = (OTM - RM) / (B \times N_t)$$

$$V = \Omega F_p / N_v$$





Company:	Kyler Engineering	Date:	2/24/2021
Engineer:	JAL	Page:	1/5
Project:	20-012		
Address:	PO BOX 1863 Monterey, CA 93942		
Phone:	415.264.2554		
E-mail:	matthewk@kylerengineering.com		

1. Project information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description: Ice Conveyor Bin Hopper - Growers Ice
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Concrete screw
Material: Stainless Steel
Diameter (Inch): 0.500
Nominal Embedment depth (Inch): 4.000
Effective Embedment depth, h_{ef} (Inch): 2.500
Code report: IAPMO UES ER-493
Anchor category: 1
Anchor ductility: Yes
 h_{min} (Inch): 6.25
 C_{min} (Inch): 5.75
 C_{min} (Inch): 1.75
 S_{min} (Inch): 3.00

Base Material

Concrete: Normal-weight
Concrete thickness, h (Inch): 8.00
State: Cracked
Compressive strength, f_c (psi): 2500
 Ψ_{cv} : 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: Yes
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore ϕ requirement: Not applicable
Build-up grout pad: No

Base Plate

Length x Width x Thickness (Inch): 8.00 x 8.00 x 0.35

Recommended Anchor

Anchor Name: Titen HD® Stainless Steel - 1/2"Ø SS Titen HD, h_{nom} : 4.0" (102mm)
Code Report: IAPMO UES ER-493



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3671 www.strongtie.com

Company:	Kyler Engineering	Date:	2/24/2021
Engineer:	JAL	Page:	2/5
Project:	20-012		
Address:	PO BOX 1863 Monterey, CA 93942		
Phone:	415.284.2554		
E-mail:	matthewk@kylerengineering.com		

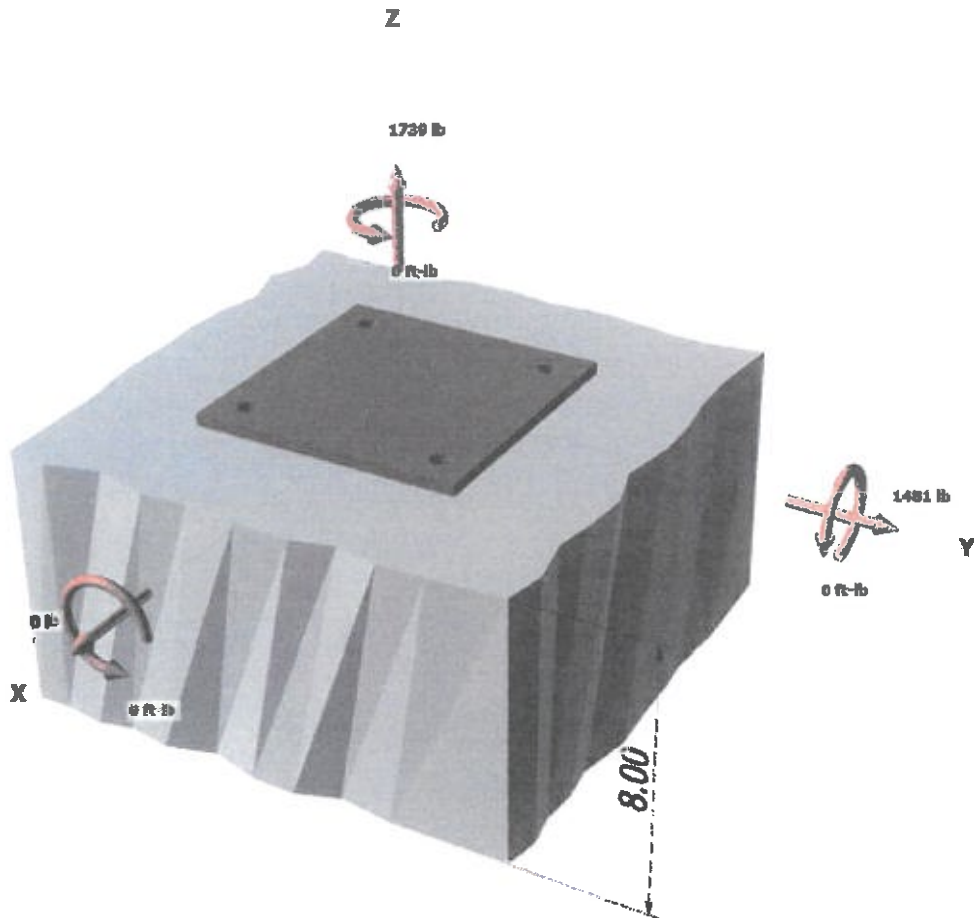
Load and Geometry

Load factor source: ACI 318 Section 5.3
 Load combination: not set
 Seismic design: No
 Anchors subjected to sustained tension: Not applicable
 Apply entire shear load at front row: No
 Anchors only resisting wind and/or seismic loads: No

Strength level loads:

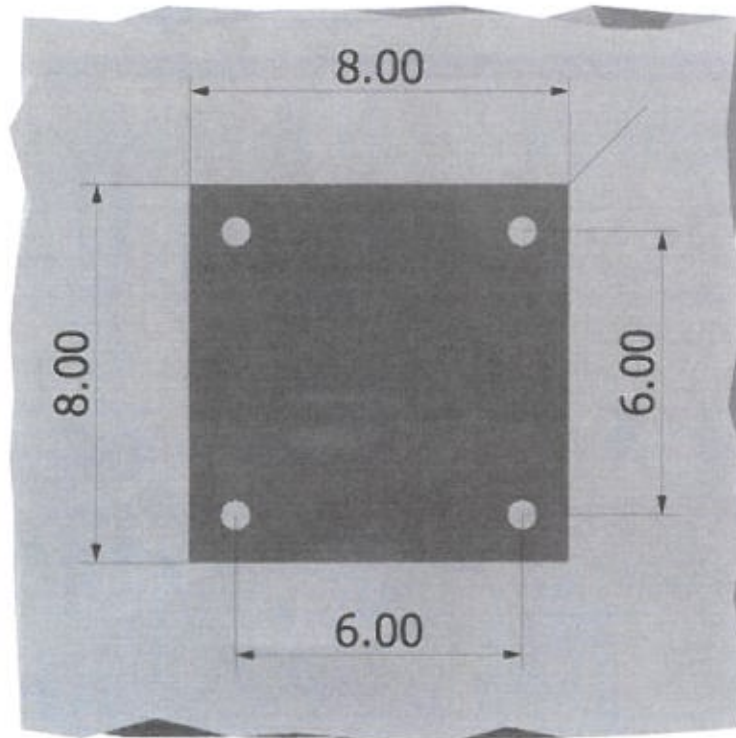
N_{ux} [lb]: 1739
 V_{uxx} [lb]: 0
 V_{uyy} [lb]: 1481
 M_{ux} [ft-lb]: 0
 M_{uy} [ft-lb]: 0
 M_{uz} [ft-lb]: 0

<Figure 1>



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Engineer:	JAL	Page:	3/5
Project:	20-012		
Address:	PO BOX 1863 Monterey, CA 93942		
Phone:	415.264.2554		
E-mail:	matthewk@kylerengineering.com		

<Figure 2>



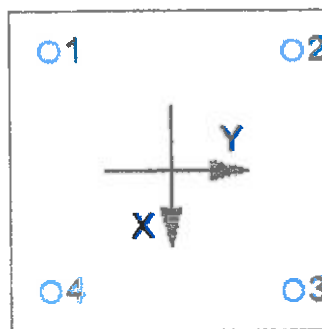
Company:	Kyler Engineering	Date:	2/24/2021
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Address:	PO BOX 1863 Monterey, CA 93942		
Phone:	415.264.2554		
E-mail:	matthewk@kylerengineering.com		

3. Resulting Anchor Forces

Anchor	Tension load, N _{max} (lb)	Shear load x, V _{ux} (lb)	Shear load y, V _{uy} (lb)	Shear load combined, √(V _{ux}) ² +√(V _{uy}) ² (lb)
1	434.8	0.0	370.3	370.3
2	434.8	0.0	370.3	370.3
3	434.8	0.0	370.3	370.3
4	434.8	0.0	370.3	370.3
Sum	1739.0	0.0	1481.0	1481.0

Maximum concrete compression strain (‰): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 1739
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
20886	0.75	15664

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = k_a \lambda_a \sqrt{f_c} d_n^{1.5}$ (Eq. 17.4.2.2a)

k _a	λ _a	f _c (psi)	d _n (in)	N _b (lb)
17.0	1.00	2500	2.500	3360

$\phi N_{cbg} = \phi (A_{Nc} / A_{Nco}) \Psi_{s,N} \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A _{Nc} (in ²)	A _{Nco} (in ²)	c _{a,min} (in)	Ψ _{s,N}	Ψ _{ed,N}	Ψ _{c,N}	Ψ _{cp,N}	N _b (lb)	φ	φN _{cbg} (lb)
182.25	56.25	-	1.000	1.000	1.00	1.000	3360	0.65	7076

8. Steel Strength of Anchor in Shear (Sec. 17.6.1)

V _{sa} (lb)	φ _{group}	φ	φ _{group} φV _{sa} (lb)
7633	1.0	0.65	4961

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.6.3)

$\phi V_{cpd} = \phi k_{cp} N_{cbg} = \phi k_{cp} (A_{Nc} / A_{Nco}) \Psi_{s,N} \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.5.3.1b)

k _{cp}	A _{Nc} (in ²)	A _{Nco} (in ²)	Ψ _{s,N}	Ψ _{ed,N}	Ψ _{c,N}	Ψ _{cp,N}	N _b (lb)	φ	φV _{cpd} (lb)
2.0	182.25	56.25	1.000	1.000	1.000	1.000	3360	0.70	15241

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Engineer:	JAL	Page:	5/5
Project:	20-012		
Address:	PO BOX 1863 Monterey, CA 93942		
Phone:	415.264.2554		
E-mail:	matthewk@kylerengineering.com		

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{ua} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	435	15554	0.03	Pass	
Concrete breakout	1739	7076	0.25	Pass (Governs)	
Shear	Factored Load, V_{ua} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	370	4961	0.07	Pass	
Pryout	1481	15241	0.10	Pass (Governs)	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.25	0.00	24.6%	1.0	Pass

1/2"Ø SS Titen HD, hnom:4.0" (102mm) meets the selected design criteria.

12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.

Company:	Kyler Engineering	Date:	3/1/2021
Engineer:		Page:	1/5
Project:	21-012		
Address:			
Phone:			
E-mail:			

1. Project Information

Customer company:
 Customer contact name:
 Customer e-mail:
 Comment:

Project description: Ice Conveyor Bin Hopper - Growers Ice
 Location:
 Fastening description: HSS Column Anchorage

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
 Units: Imperial units

Anchor Information:

Anchor type: Concrete screw
 Material: Stainless Steel
 Diameter (Inch): 0.500
 Nominal Embedment depth (Inch): 4.000
 Effective Embedment depth, h_{ef} (Inch): 2.500
 Code report: IAPMO UES ER-493
 Anchor category: 1
 Anchor ductility: Yes
 h_{min} (Inch): 0.25
 c_{ao} (Inch): 5.75
 c_{min} (Inch): 1.75
 s_{min} (Inch): 3.00

Base Material

Concrete: Normal-weight
 Concrete thickness, h (Inch): 8.00
 State: Cracked
 Compressive strength, f_c (psi): 2500
 Ψ_{cv} : 1.0
 Reinforcement condition: B tension, B shear
 Supplemental reinforcement: Not applicable
 Reinforcement provided at corners: Yes
 Ignore concrete breakout in tension: No
 Ignore concrete breakout in shear: No
 Ignore 8do requirement: Not applicable
 Build-up grout pad: No

Base Plate

Length x Width x Thickness (Inch): 14.00 x 18.00 x 0.35

Recommended Anchor

Anchor Name: Titen HD® Stainless Steel - 1/2"Ø SS Titen HD, h_{nom} : 4.0" (102mm)
 Code Report: IAPMO UES ER-493



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Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchor subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchor only resisting wind and/or seismic loads: No

Strength level loads:

N_{ux} [lb]: 207

V_{ux} [lb]: 207

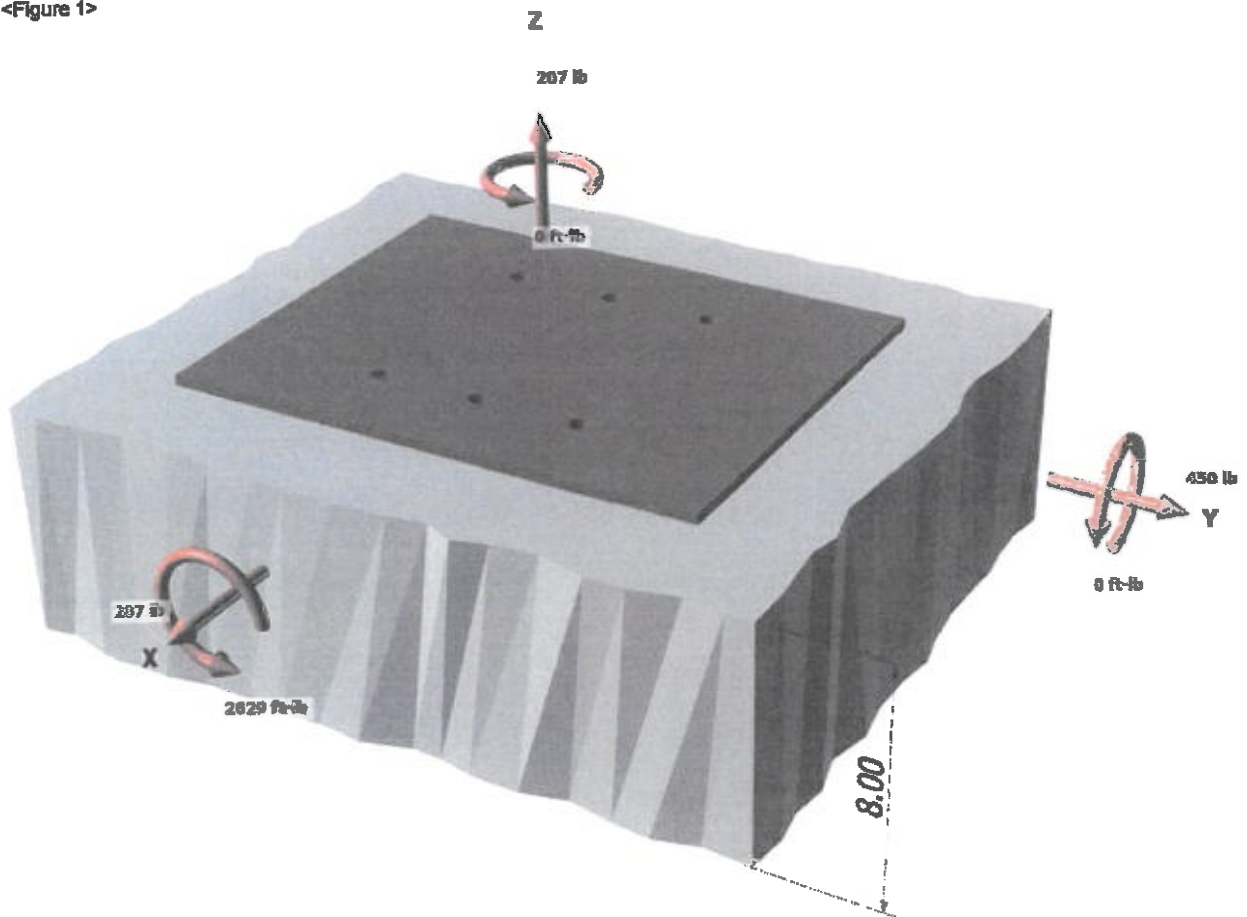
V_{uy} [lb]: 450

M_{ux} [ft-lb]: 2629

M_{uy} [ft-lb]: 0

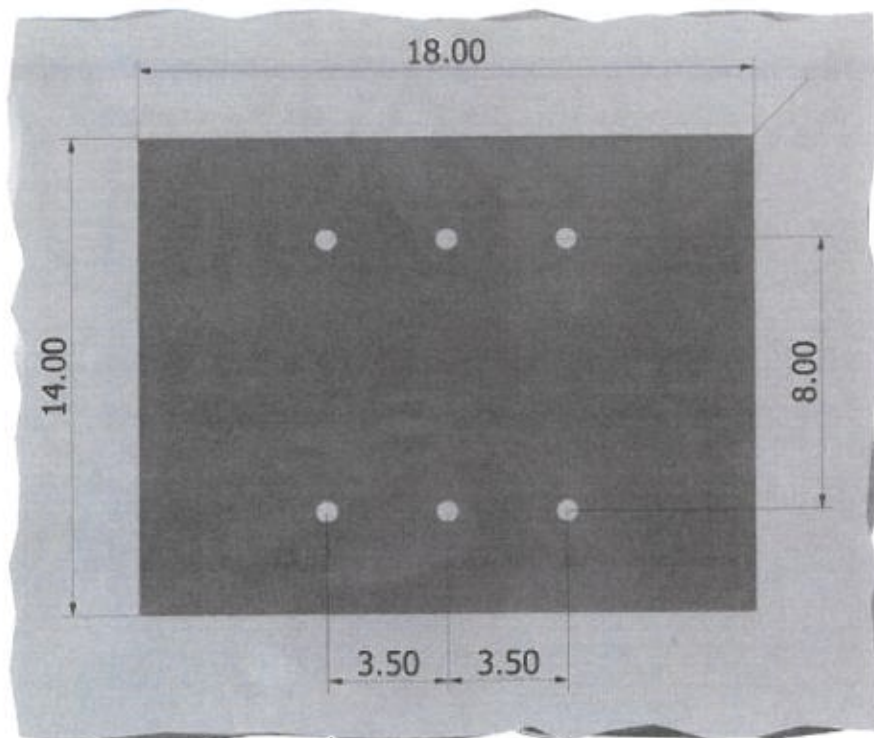
M_{uz} [ft-lb]: 0

<Figure 1>



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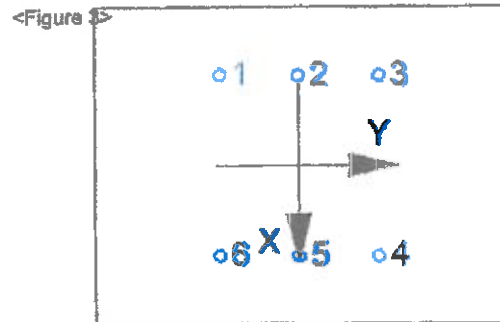


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3. Resulting Anchor Forces

Anchor	Tension load, N_{ux} (lb)	Shear load x, V_{ux} (lb)	Shear load y, V_{uy} (lb)	Shear load combined, $\sqrt{(V_{ux})^2 + (V_{uy})^2}$ (lb)
1	246.1	34.5	75.0	82.6
2	591.3	34.5	75.0	82.6
3	936.4	34.5	75.0	82.6
4	936.4	34.5	75.0	82.6
5	591.3	34.5	75.0	82.6
6	246.1	34.5	75.0	82.6
Sum	3547.5	207.0	450.0	495.3

Maximum concrete compression strain (%): 0.04
 Maximum concrete compression stress (psi): 159
 Resultant tension force (lb): 3548
 Resultant compression force (lb): 3341
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 1.36
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
20885	0.75	15664

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = k_c \lambda_a \sqrt{f_c} h_{ef}^{1.5}$ (Eq. 17.4.2.2a)

k_c	λ_a	f_c (psi)	h_{ef} (in)	N_b (lb)
17.0	1.00	2500	2.500	3360

$\phi N_{cbg} = \phi (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{ec,N} \Psi_{ep,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A_{Nc} (in ²)	A_{Nco} (in ²)	$C_{a,mbr}$ (in)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{ec,N}$	$\Psi_{ep,N}$	N_b (lb)	ϕ	ϕN_{cbg} (lb)
217.50	56.25		0.734	1.000	1.00	1.000	3360	0.85	6195

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout} \phi V_{sa}$ (lb)
7633	1.0	0.85	4981

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$\phi V_{cp} = \phi k_{cp} N_{cbg} = \phi k_{cp} (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{ec,N} \Psi_{ep,N} N_b$ (Sec. 17.3.1 & Eq. 17.5.3.1b)

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{ec,N}$	$\Psi_{ep,N}$	N_b (lb)	ϕ	ϕV_{cp} (lb)
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2.0 217.50 56.25 1.000 1.000 1.000 1.000 3360 0.70 18188

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{us} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	936	15864	0.06	Pass	
Concrete breakout	3548	8195	0.57	Pass (Governs)	
Shear	Factored Load, V_{us} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	83	4961	0.02	Pass	
Pryout	495	18188	0.03	Pass (Governs)	
Interaction check	$N_{us}/\phi N_n$	$V_{us}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.57	0.00	57.3%	1.0	Pass

1/2"Ø SS Titen HD, hnom:4.0" (102mm) meets the selected design criteria.

12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.

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1. Project Information

Customer company:
 Customer contact name:
 Customer e-mail:
 Comment:

Project description: Ice Conveyor Bin Hopper - Growers Ice
 Location:
 Fastening description: HSS Column Anchorage 2

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
 Units: Imperial units

Anchor information:

Anchor type: Concrete screw
 Material: Stainless Steel
 Diameter (inch): 0.500
 Nominal Embedment depth (inch): 4.000
 Effective Embedment depth, h_{ef} (inch): 2.500
 Code report: IAPMO UES ER-493
 Anchor category: 1
 Anchor ductility: Yes
 h_{min} (inch): 6.25
 C_{min} (inch): 5.75
 C_{min} (inch): 1.75
 S_{min} (inch): 3.00

Base Material

Concrete: Normal-weight
 Concrete thickness, h (inch): 8.00
 State: Cracked
 Compressive strength, f_c (psi): 2500
 ψ_{cv} : 1.0
 Reinforcement condition: B tension, B shear
 Supplemental reinforcement: Not applicable
 Reinforcement provided at corners: Yes
 Ignore concrete breakout in tension: No
 Ignore concrete breakout in shear: No
 Ignore 6do requirement: Not applicable
 Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 10.00 x 14.00 x 0.35

Recommended Anchor

Anchor Name: Titen HD® Stainless Steel - 1/2"Ø SS Titen HD, h_{nom} : 4.0" (102mm)
 Code Report: IAPMO UES ER-493



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for feasibility.



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Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

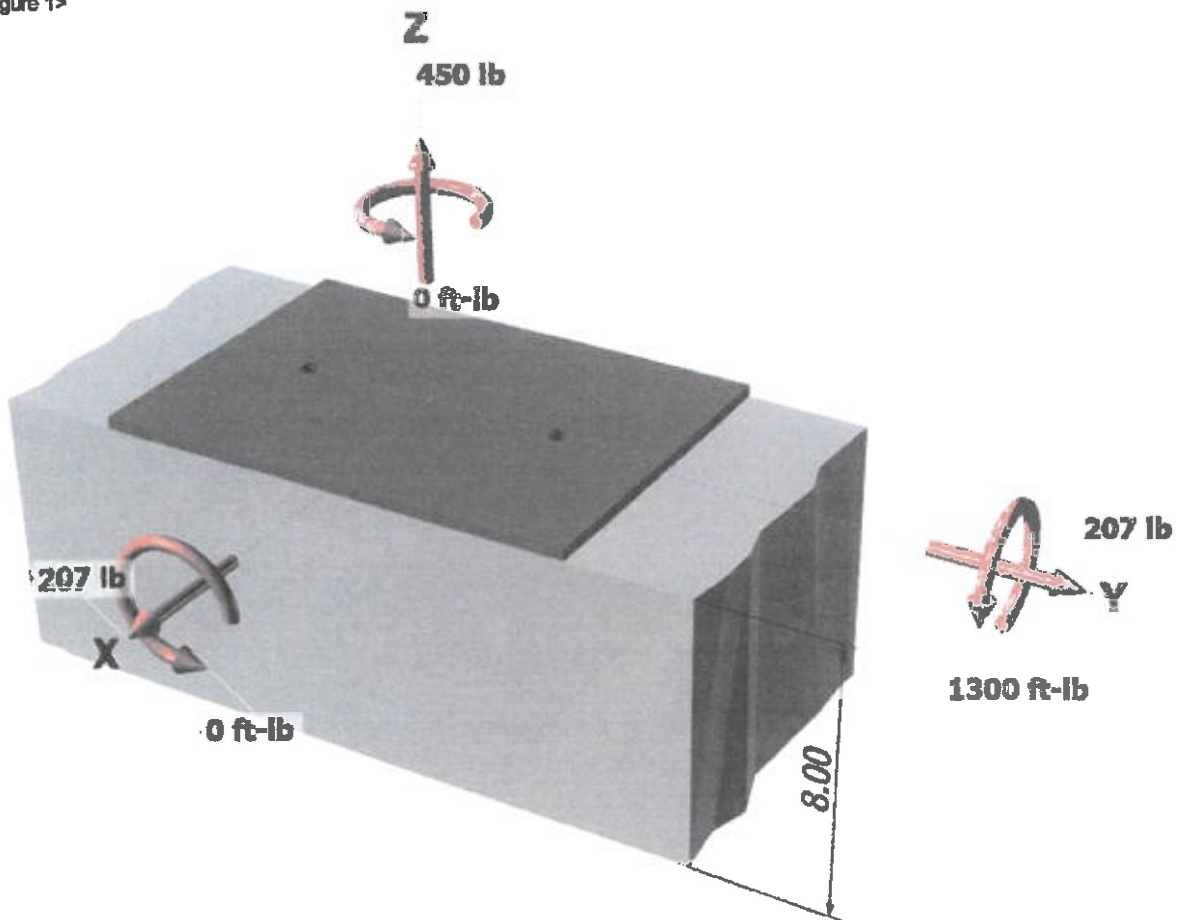
Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

Strength level loads:

- N_{ux} [lb]: 450
- V_{ux} [lb]: 207
- V_{uy} [lb]: 207
- M_{ux} [ft-lb]: 0
- M_{uy} [ft-lb]: 1300
- M_{uz} [ft-lb]: 0

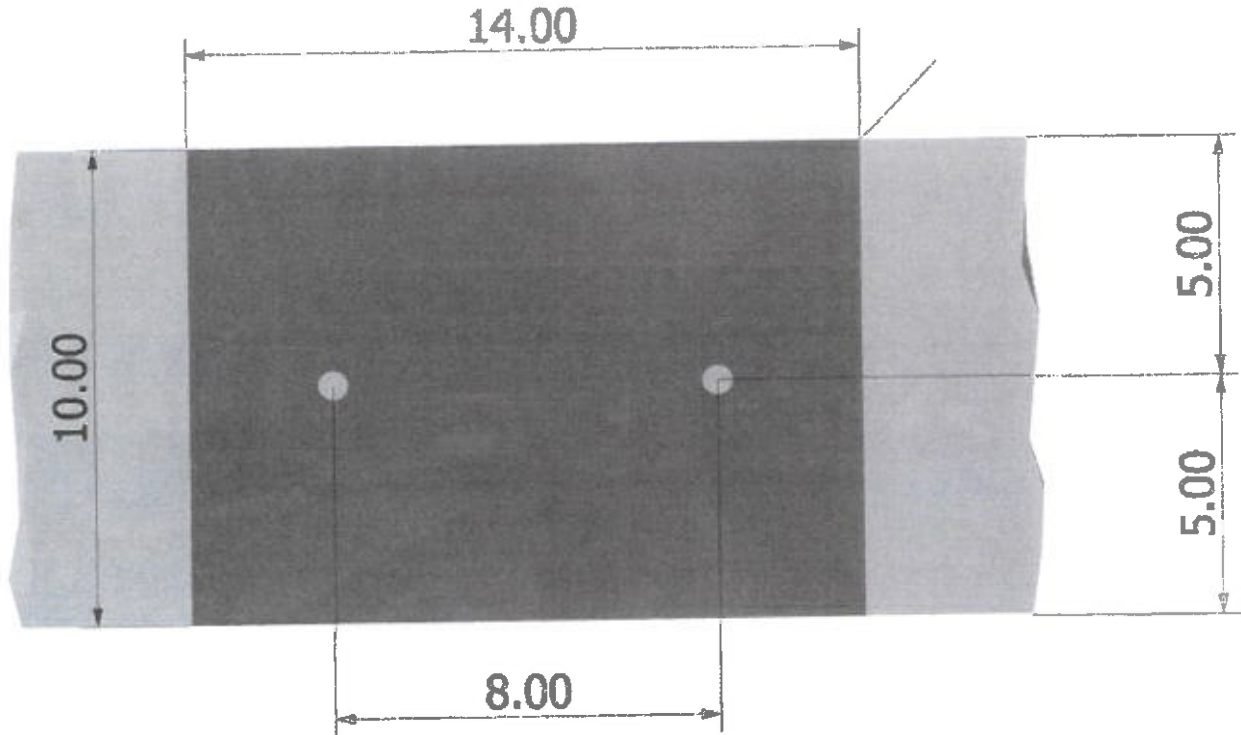
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Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

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<Figure 2>





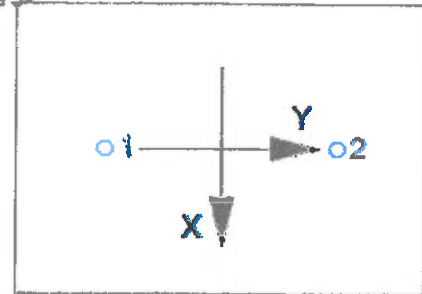
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3. Resulting Anchor Forces

Anchor	Tension load, N_{ua} (lb)	Shear load x, V_{uxx} (lb)	Shear load y, V_{uyy} (lb)	Shear load combined, $\sqrt{(V_{uxx})^2 + (V_{uyy})^2}$ (lb)
1	1934.2	103.5	103.5	146.4
2	1934.2	103.5	103.5	146.4
Sum	3868.4	207.0	207.0	292.7

Maximum concrete compression strain (%): 0.09
 Maximum concrete compression stress (psi): 371
 Resultant tension force (lb): 3868
 Resultant compression force (lb): 3418
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
20885	0.75	15664

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = k_c \lambda_a \sqrt{f_c} d_n^{1.5}$ (Eq. 17.4.2.2a)

k_c	λ_a	f_c (psi)	d_n (in)	N_b (lb)
17.0	1.00	2500	2.500	3380

$\phi N_{cbg} = \phi (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A_{Nc} (in ²)	A_{Nco} (in ²)	$c_{a,min}$ (in)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	ϕ	ϕN_{cbg} (lb)
112.50	56.25	5.00	1.000	1.000	1.00	1.000	3380	0.65	4368

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout} \phi V_{sa}$ (lb)
7633	1.0	0.65	4961

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in x-direction:

$V_{bx} = \min[7(l_e/d_n)^{0.2} d_n \lambda_a \sqrt{f_c} c_{er}^{1.5}; 9 \lambda_a \sqrt{f_c} c_{er}^{1.5}]$ (Eq. 17.5.2.2a & Eq. 17.5.2.2b)

l_e (in)	d_n (in)	λ_a	f_c (psi)	c_{er} (in)	V_{bx} (lb)
2.50	0.500	1.00	2500	5.00	3818

$\phi V_{cbgx} = \phi (A_{Vc} / A_{Vco}) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} V_{bx}$ (Sec. 17.3.1 & Eq. 17.5.2.1b)

A_{Vc} (in ²)	A_{Vco} (in ²)	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{c,V}$	$\Psi_{h,V}$	V_{bx} (lb)	ϕ	ϕV_{cbgx} (lb)
172.50	112.50	1.000	1.000	1.000	1.000	3818	0.70	4098

Shear parallel to edge in y-direction:

$V_{bx} = \min[7(l_e/d_n)^{0.2} d_n \lambda_a \sqrt{f_c} c_{er}^{1.5}; 9 \lambda_a \sqrt{f_c} c_{er}^{1.5}]$ (Eq. 17.5.2.2a & Eq. 17.5.2.2b)



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l_e (in)	d_n (in)	λ_e	f_c (psi)	c_{er} (in)	V_{br} (lb)			
2.50	0.500	1.00	2500	5.00	3818			
$\phi V_{cbgr} = \phi (2)(A_{Vc} / A_{Vco}) \Psi_{ec,V} \Psi_{ed,V} \Psi_{e,V} \Psi_{h,V} V_{br}$ (Sec. 17.3.1, 17.5.2.1(c) & Eq. 17.5.2.1b)								
A_{Vc} (in ²)	A_{Vco} (in ²)	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{e,V}$	$\Psi_{h,V}$	V_{br} (lb)	ϕ	ϕV_{cbgr} (lb)
172.50	112.50	1.000	1.000	1.000	1.000	3818	0.70	8195

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$\phi V_{cp} = \phi k_{cp} N_{cbg} = \phi k_{cp} (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{e,N} \Psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.5.3.1b)

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{e,N}$	$\Psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cp} (lb)
2.0	112.50	56.25	1.000	1.000	1.000	1.000	3360	0.70	9408

11. Results

Interaction of Tension and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{us} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	1934	15664	0.12	Pass	
Concrete breakout	3868	4368	0.89	Pass (Governs)	
Shear	Factored Load, V_{us} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	146	4961	0.03	Pass	
T Concrete breakout x+	207	4098	0.05	Pass (Governs)	
 Concrete breakout x-	207	8195	0.03	Pass (Governs)	
Pryout	293	9408	0.03	Pass	
Interaction check	$N_{us} / \phi N_n$	$V_{us} / \phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.8.1	0.69	0.00	88.6%	1.0	Pass

1/2"Ø SS Titen HD, hnom:4.0" (102mm) meets the selected design criteria.

12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.



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1. Project Information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description: Ice Conveyor Bin Hopper - Growers Ice
Location:
Fastening description: Moment Frame

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Concrete screw
Material: Stainless Steel
Diameter (inch): 0.375
Nominal Embedment depth (inch): 3.000
Effective Embedment depth, h_{ef} (inch): 1.820
Code report: IAPMO UES ER-493
Anchor category: 1
Anchor ductility: Yes
 h_{min} (inch): 4.87
 C_{min} (inch): 5.17
 C_{min} (inch): 1.75
 S_{min} (inch): 3.00

Base Material

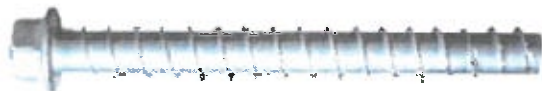
Concrete: Normal-weight
Concrete thickness, h (inch): 8.00
State: Cracked
Compressive strength, f_c (psi): 2500
 Ψ_{cv} : 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: Yes
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore f_{do} requirement: Not applicable
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 6.00 x 6.00 x 0.35

Recommended Anchor

Anchor Name: Titen HD® Stainless Steel - 3/8"Ø SS Titen HD, hnom:3.0" (76mm)
Code Report: IAPMO UES ER-493



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.580.9000 Fax: 925.847.3871 www.strongtie.com



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Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

Strength level loads:

N_{max} [lb]: 1000

V_{max} [lb]: 0

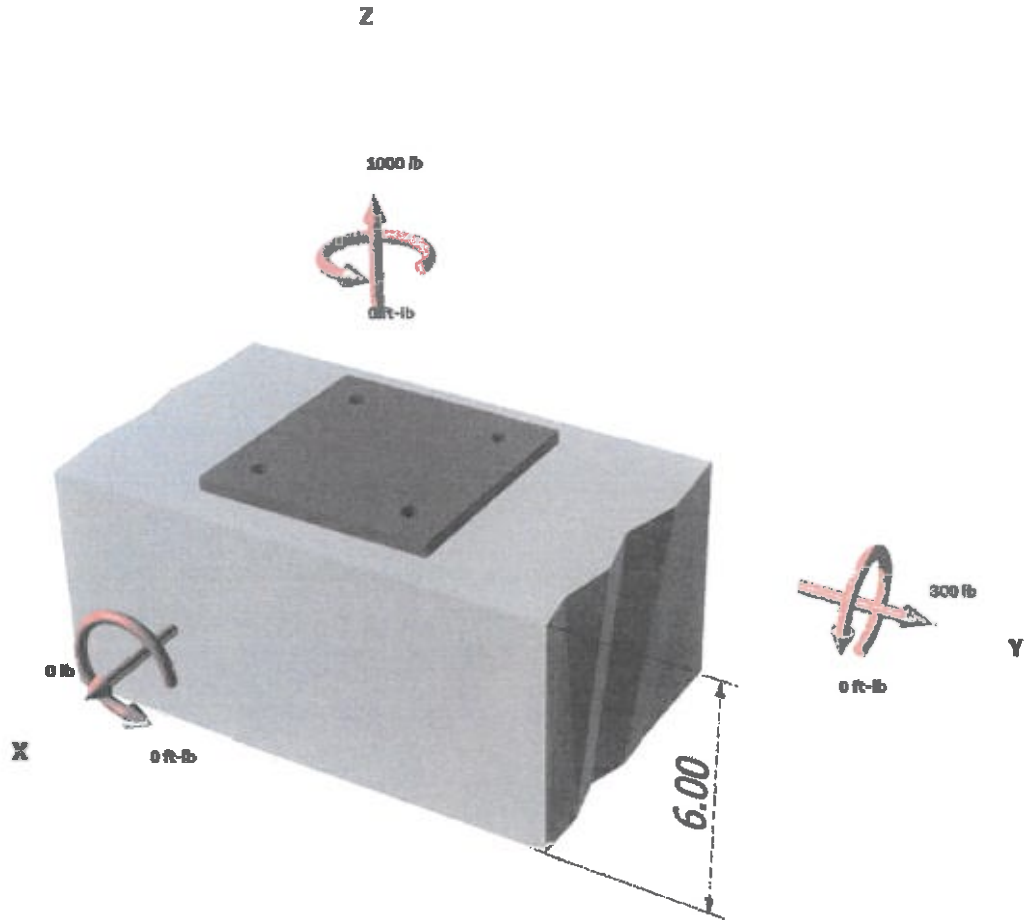
V_{maxy} [lb]: 300

M_{ux} [ft-lb]: 0

M_{uy} [ft-lb]: 0

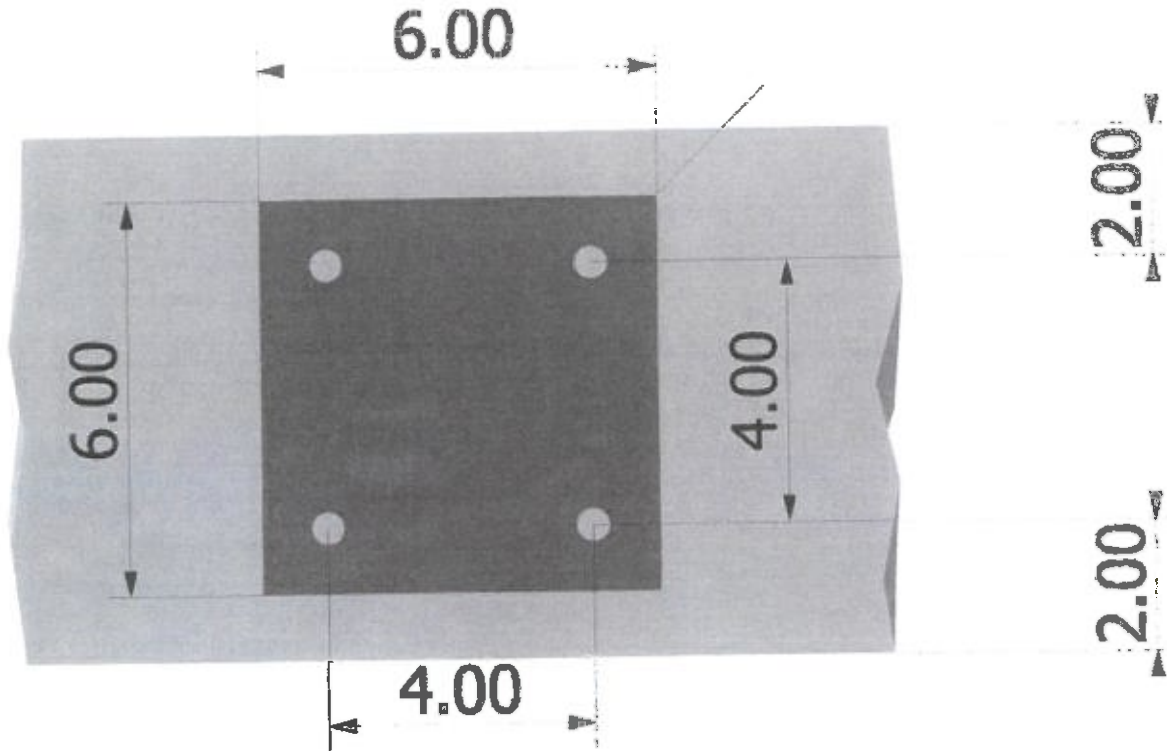
M_{uz} [ft-lb]: 0

<Figure 1>



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<Figure 2>



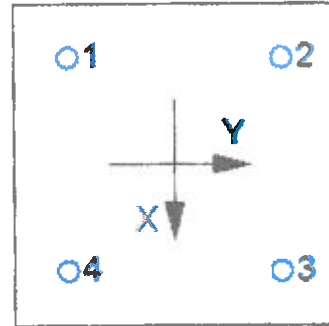
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3. Resulting Anchor Forces

Anchor	Tension load, N_{ux} (lb)	Shear load x, V_{ux} (lb)	Shear load y, V_{uy} (lb)	Shear load combined, $\sqrt{V_{ux}^2 + V_{uy}^2}$ (lb)
1	250.0	0.0	75.0	75.0
2	250.0	0.0	75.0	75.0
3	250.0	0.0	75.0	75.0
4	250.0	0.0	75.0	75.0
Sum	1000.0	0.0	300.0	300.0

Maximum concrete compression strain (‰): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 1000
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{tx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{ty} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
12177	0.75	9133

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = k_c \lambda_a \sqrt{f'_c} d_n^{1.5}$ (Eq. 17.4.2.2a)

k_c	λ_a	f'_c (psi)	h_{ef} (in)	N_b (lb)
17.0	1.00	2500	1.820	2087

$\phi N_{cbg} = \phi (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A_{Nc} (in ²)	A_{Nco} (in ²)	$c_{a,min}$ (in)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	ϕ	ϕN_{cbg} (lb)
75.68	29.81	2.00	1.000	0.920	1.00	1.000	2087	0.65	3168

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$\phi N_{pn} = \phi \Psi_{c,p} \lambda_a N_p (f'_c / 2,500)^n$ (Sec. 17.3.1, Eq. 17.4.3.1 & Code Report)

$\Psi_{c,p}$	λ_a	N_p (lb)	f'_c (psi)	n	ϕ	ϕN_{pn} (lb)
1.0	1.00	2168	2500	0.50	0.65	1409

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout}\phi V_{sa}$ (lb)
4450	1.0	0.65	2893

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear parallel to edge in y-direction:

$V_{bs} = \min\{7(l_e/d_a)^{1.5}\sqrt{d_a\lambda_e}\sqrt{f_{c,cast}^{1.5}}; 9\lambda_e\sqrt{f_{c,cast}^{1.5}}\}$ (Eq. 17.5.2.2a & Eq. 17.5.2.2b)

l_e (in)	d_a (in)	λ_e	f_c (psi)	c_{ast} (in)	V_{bs} (lb)
1.82	0.375	1.00	2500	2.00	831

$\phi V_{cbg} = \phi (2)(A_{vc}/A_{vco})\Psi_{ec,v}\Psi_{ed,v}\Psi_{c,v}\Psi_{h,v}V_{bs}$ (Sec. 17.3.1, 17.5.2.1(c) & Eq. 17.5.2.1b)

A_{vc} (in ²)	A_{vco} (in ²)	$\Psi_{ec,v}$	$\Psi_{ed,v}$	$\Psi_{c,v}$	$\Psi_{h,v}$	V_{bs} (lb)	ϕ	ϕV_{cbg} (lb)
30.00	18.00	1.000	1.000	1.000	1.000	831	0.70	1940

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$\phi V_{cbg} = \phi k_{cp}N_{cbg} = \phi k_{cp}(A_{Nc}/A_{Nco})\Psi_{ec,N}\Psi_{ed,N}\Psi_{c,N}\Psi_{cp,N}N_b$ (Sec. 17.3.1 & Eq. 17.5.3.1b)

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cbg} (lb)
1.0	75.68	29.81	1.000	0.920	1.000	1.000	2087	0.70	3411

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{us} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status
Steel	250	9133	0.03	Pass
Concrete breakout	1000	3168	0.32	Pass (Governs)
Pullout	250	1409	0.18	Pass

Shear	Factored Load, V_{us} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status
Steel	75	2893	0.03	Pass
Concrete breakout x-Pryout	150	1940	0.08	Pass
	300	3411	0.09	Pass (Governs)

Interaction check	$N_{us}/\phi N_n$	$V_{us}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6.1	0.32	0.00	31.6%	1.0	Pass

3/8"Ø SS Titen HD, hnom:3.0" (76mm) meets the selected design criteria.

12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.

