

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: January 13, 2022

TIME: Closed Session – 5:00 P.M.
Regular Session – 6:00 P.M.

PLACE: Join Zoom Meeting
<https://us02web.zoom.us/j/3432860852>

Meeting ID: 343 286 0852
One tap mobile
(669) 900-9128, 343 286 0852# US

Consistent with Executive Orders N-25-20 and N-29-20, the Board of Commissioners meeting location will not be physically open to the public. Members of the public may observe and participate in the meeting via Zoom or teleconference using the information set forth above.

- 1. Call to Order Closed Session at 5:00 P.M.**
- 2. Public Comment**

Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners.

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential lease and sublease of District's lease interest by District under lease between the District and Mario's Marina LLC dated April 1, 2016 for the real property commonly known as Mario's Marina in Shelter Cove (APN: 108-171-023-000), Humboldt County, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Mario's Marina, Shelter Cove Resort Improvement District, and Shelter Cove Fisherman's Preservation, Inc. Under negotiation: price and payment terms.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-031-055-000,

Agenda for January 13, 2022 Regular Board Meeting

401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential acquisition of lease on (APN:401-121-009), Humboldt County, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Simpson Timber Company. Under negotiation: price and payment terms.

4. Call to Order Regular Session at 6:00 P.M. and Roll Call

5. Pledge of Allegiance

6. Election of Board President, Vice President and Secretary

Summary: District Ordinance No. 6, Article II Officers, Section 6 states: “The President, Vice-President and Secretary shall be elected at the annual meeting of the Board of Commissioners of the District from among the members of said Board of Commissioners and shall hold office for one year or until their successors are elected and qualified. All Officers shall serve during the pleasure of the Board of Commissioners of the District.”

7. Report on Closed Session

8. Public Comment

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues NOT itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public NOT appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. Callers can “raise their hand” by pressing *9 and unmute themselves by pressing *6.*

9. Consent Calendar

- a) Adopt Minutes for December 19, 2021 Regular Board Meeting
- b) Receive District Financial Reports for November 2021

Agenda for January 13, 2022 Regular Board Meeting

- c) Amend Clean Earth Contract to Remove Hazardous Materials from Redwood Marine Terminal II by Increasing Contract by \$9,100
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings

10. Communications, Reports and Correspondence Received

- a) Executive Director's Report
- b) Staff Reports
- c) District Counsel and District Treasurer Reports
- d) Commissioner and Committee Reports
- e) Correspondence Received

11. Unfinished Business

a) Consider Approval of Amendment No. 1 to the Tuluwat Island Wetland Mitigation Project Agreement with CalTrans

Recommendation: 1) Approve terms related to Amendment No. 1 of the Tuluwat Island Wetland Mitigation Project (Project) Cooperative Agreement; 2) Authorize the District Attorney to make nonmaterial amendments to the Agreement as may be required by CalTrans; 3) Authorize the Executive Director to execute the amendment and contracts based on these terms; and 4) Bring the final agreement back to the Board for public disclosure.

Summary: On March 4, 2021 the Harbor District entered a cooperative agreement with Caltrans related to implementation of the Tuluwat Island Wetland Mitigation Project. On September 9, 2021 the Board conditionally approved a contract with the Redwood Community Action Agency (RCAA) to implement the project with the Wiyot Tribe to provide cultural monitoring pending approval of the attached funding agreement.

b) Informational Update on Easements Through the Town of Samoa Properties

Recommendation: Staff is presenting this as an information item to notify the Board of its completion of those actions approved in the September 09, 2021 Board Meeting related to certain easements serving the Town of Samoa and Harbor District property.

Summary: Whereas certain easements existed between the Town of Samoa, LLC (Samoa) and the District, centered around what is known as Vance Avenue, current and future development necessitated the need for updated easements.

12. New Business

a) Letter of Support for Senate Bill (SB 307) McGuire, A Bill Prohibiting Spending State Moneys for Any New Bulk Coal Terminal Project within the County of Humboldt

Agenda for January 13, 2022 Regular Board Meeting

Recommendation: Staff Recommends that the Board submit a letter of support for SB 307 and direct staff to continue to work with Senator McGuire, Humboldt County, City of Eureka and other partners to rail bank the former North Coast Rail lines North of Willits.

Summary: As reported in the January 5th Times Standard, SB 307, introduced by state Sen. Mike McGuire (D-Healdsburg), would block a proposal to restore the defunct North Coast railroad in an attempt to export coal overseas from Montana, Utah and Wyoming through the Port of Humboldt Bay by prohibiting the use of state funds for any new bulk coal terminal project within Humboldt County.

b) Status Report on the Nordic Aquafarms Environmental Impact Report and Regulatory Agency Permitting Timelines for the Proposed Recirculating Aquaculture Facility at Redwood Marine Terminal II

Recommendation: Staff Recommends that the Board: Receive an informational report from Staff and take no action on this item.

Summary: THIS IS NOT A HEARING. The Harbor District has a lease agreement with Nordic Aquafarms to develop an indoor recirculating aquaculture facility at Redwood Marine Terminal II. After consultation with the County of Humboldt, Coastal Commission, State Water Board, and Harbor District Staff it was determined that a consolidated Environmental Impact Report (EIR) would be prepared for the entire project and that the County of Humboldt would be the lead agency under CEQA. The County has Noticed the Availability of the EIR and is accepting Public Comments until February 18, 2022. **The County of Humboldt is the lead agency and all comments on the EIR should be directed to the County and NOT to the Harbor District.**

c) Review of Subcommittees and Change Subcommittees and Committee Assignments As Needed

Recommendation: Staff recommends that the Board: 1) Review the list of current subcommittees; 2) Eliminate the Ordinance No 7 (Billboards Subcommittee); 3) Assign a new committee member to replace former Commissioner Larry Doss; 4) Propose changes to current subcommittee members at the Board's discretion.

Summary: Subcommittees are formed regularly throughout the year. Staff would like to review the active subcommittees annually to ensure they are still necessary and meeting, as well as giving members the opportunity to reevaluate their membership and replace vacancies.

13. Future Agenda Items

- a) Green Diamond Shared Services Agreement

14. Adjournment

**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

December 9, 2021

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M., Regular Session met at 6:00 P.M. both via video conference with a teleconference option.

CLOSED SESSION – 5:03 P.M.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: Pete Johnston.

SWEARING IN OF APPOINTED COMMISSIONER NEWMAN FOR DISTRICT 1 PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10265

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: 930 Vance Avenue, Samoa, CA (APN 401-031-077-000). Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Larry Henderson and David Nims. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one case.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

REGULAR SESSION – 6:03 P.M.

ROLL CALL:

PRESENT: DALE
 HIGGINS
 KULLMANN
 MARKS
 NEWMAN

ABSENT: NONE

QUORUM: YES

Draft Minutes for December 9, 2021 Regular Board Meeting

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the special session meeting agenda: Jennifer Kalt and Robin Gray-Stewart.

CONSENT CALENDAR

- a) Receive District Financial Reports for October 2021
- b) Adopt Minutes for October 14, 2021 Regular Board Meeting
- c) Adopt Minutes for November 4, 2021 Special Board Meeting
- d) Adopt Updated Management Salary Schedule
- e) Approval of First Amendment to Employment Agreement with Executive Director, Larry Oetker
- f) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings

COMMISSIONER HIGGINS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-F.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Executive Director’s Report
 - I. Executive Director presented Executive Director’s report.
- b) Staff Reports
 - I. Staff presented on recent District activities.
- c) District Counsel and District Treasurer Reports
 - I. None.
- d) Recognize Commissioner Richard Marks as being named 2021 Democrat of the Year by Humboldt County Democrats
- e) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.
- f) Correspondence Received
 - I. No Coal Humboldt Petition and Letter from the Humboldt Bay Bicycle Commuters Association

UNFINISHED BUSINESS - NONE

NEW BUSINESS

- a) **Consider Approval of a Contract with Tenera Environmental in the Amount of \$414,044 for Larvae Sampling for Longfin Smelt and Other Fish Species Associated With the**

Harbor District’s Master Bay Water Intake Project at Redwood Marine Terminal II and Red Tank Dock

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Kullmann opened the item to public comment. John Steinbeck commented.
- IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER DALE MOVED TO APPROVE A CONTRACT WITH TENERA ENVIRONMENTAL IN THE AMOUNT OF \$414,044 FOR LARVAE SAMPLING FOR LONGFIN SMELT AND OTHER FISH SPECIES ASSOCIATED WITH THE HARBOR DISTRICT’S MASTER BAY WATER INTAKE PROJECT AT REDWOOD MARINE TERMINAL II AND RED TANK DOCK.
COMMISSIONER HIGGINS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE

b) Consider Authorizing the Executive Director to Execute a Funding Agreement with the State Lands Commission for \$576,191 of Federal American Rescue Plan Act Funds to Assist with the Development of a New Heavy Lift Terminal

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Kullmann opened the item to public comment. Jennifer Kalt commented.
- IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER HIGGINS MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A FUNDING AGREEMENT WITH THE STATE LANDS COMMISSION FOR \$576,191 OF FEDERAL AMERICAN RESCUE PLAN ACT FUNDS TO ASSIST WITH THE DEVELOPMENT OF A NEW HEAVY LIFT TERMINAL.
COMMISSISONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE

c) Consider Authorizing Staff to Initiate the Process to Recruit New Bar Pilot(s) and Review of and Provide Direction Regarding Potentially Amending Existing Ordinance 16, Establishing Standards, Policies and Practices for Pilot Competency Qualification, Professional Growth and Enforcement

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Kullmann opened the item to public comment. Tim Petrusha and Pete Jackson commented.

Draft Minutes for December 9, 2021 Regular Board Meeting

IV. Chair Kullmann appointed Commissioner Newman, Commissioner Dale, Captain Tim Petrusa, Captain John Powell and Pete Jackson to the Pilotage Advisory Subcommittee.

FUTURE AGENDA ITEMS

- a) Green Diamond Shared Services Agreement
- b) Discussion Regarding Coal Exports in Humboldt Bay
- c) Discussion on the Health of the Ocean – Long Fin Smelt

ADJOURNMENT – 7:10 P.M.

APPROVED BY:

RECORDED BY:

Patrick Higgins
Secretary of the Board of Commissioners

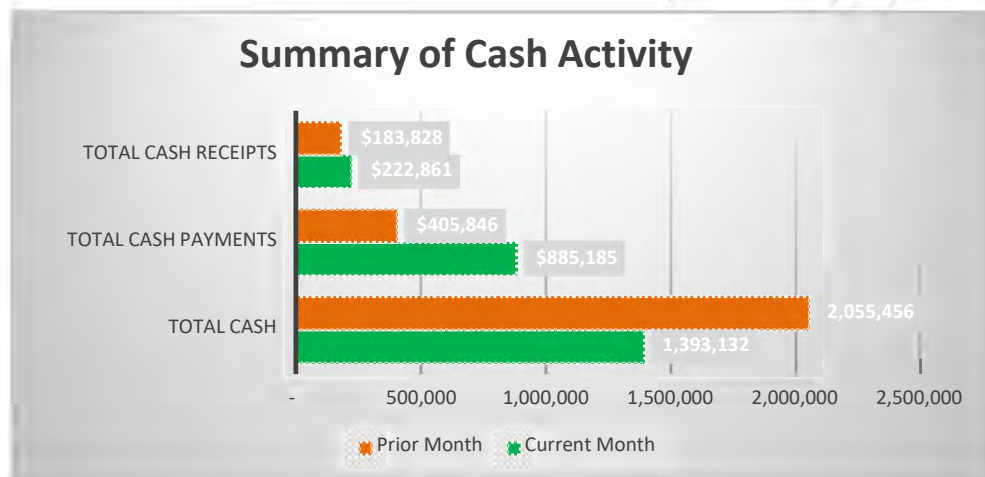
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended November 30, 2021 and October 31, 2021

	<u>11/30/21</u>	<u>10/31/21</u>
<u>Account Balances</u>		
Checking	\$ 40,494	\$ 721,329
Savings	111,054	92,482
Tariff	1,001,039	1,001,031
County Treasury	238,509	238,509
Cash on hand	2,036	2,105
Total Cash	<u>1,393,132</u>	<u>2,055,456</u>
Add: Accounts Receivable (less doubtful accounts)	620,915	607,178
Less: Accounts Payable	(80,311)	(753,763)
Available Cash and Receivables	<u>\$ 1,933,736</u>	<u>\$ 1,908,871</u>
<u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 2,055,456	\$ 2,277,474
Monthly Deposits	222,861	183,828
Monthly Payments	(885,185)	(405,846)
Balance, End of Month	<u>\$ 1,393,132</u>	<u>\$ 2,055,456</u>
<u>Monthly Expenses Summary</u>		
Significant/Unusual Expenses:		
Humboldt Bay Development Assoc lease payment	\$ 52,167	
Installment payment on delinquent property taxes		\$ 87,326
CA Water Agencies annual membership fee		16,860
Payoff of Coast Seafoods note payable	631,849	
Semi-annual property tax expense		21,074
Sub-total, Significance/Unusual Expenses	<u>684,016</u>	<u>125,260</u>
General operating expenses and other misc. expense	201,169	280,586
Total Cash Payments	<u>\$ 885,185</u>	<u>\$ 405,846</u>
<u>Monthly Deposits Summary</u>		
Significant/Unusual Revenues:		
Coast Seafoods annual lease payment	\$ 49,395	
Sub-total, Significant/Unusual Revenues	<u>49,395</u>	-
General revenues	173,466	183,828
Total Cash Receipts	<u>\$ 222,861</u>	<u>\$ 183,828</u>



1:51 PM

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

01/07/22

As of November 30, 2021

Accrual Basis

	Nov 30, 21
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	22,334.37
10200.1 · Cash in PNC, Checking	18,159.99
10400 · CASH IN COUNTY - FUND 2720	202,989.81
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	1,001,039.18
10700.1 · Cash in bank, Water PNC	111,053.91
10901 · UNEXPENDED MARINA SURCHARGES	1,455,607.70
10903 · RESTRICTED CASH	-1,455,607.70
Total Checking/Savings	1,392,376.14
Accounts Receivable	
12000 · ACCTS RECEIVABLE	916,396.46
Total Accounts Receivable	916,396.46
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-295,481.26
12200 · TAXES RECEIVABLE	532,575.00
12300 · INTEREST RECEIVBLE	31,348.32
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	86,378.10
12800 · LEASE RECEIVABLE	646.97
1499 · Undeposited Funds	755.74
Total Other Current Assets	6,205,597.87
Total Current Assets	8,514,370.47
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · BEACH PROPERTY	208,149.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE, CONSTR IN PROGRES	1,214,232.34
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-17,855,858.17
Total CAPITAL ASSETS, NET	10,840,739.21
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,898,334.96
Other Assets	
19000 · Deferred Outflows of PERS	320,904.00
Total Other Assets	320,904.00
TOTAL ASSETS	19,733,609.43
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	85,239.17
Total Accounts Payable	85,239.17
Other Current Liabilities	
Payroll tax & Withholding Liab	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

01/07/22

As of November 30, 2021

Accrual Basis

	Nov 30, 21
2100 · PAYROLL LIABILITIES	3,042.53
21300 · STATE UNEMPLOYMENT TAX	138.19
21600 · PERS CARE/MEDICAL INSURANCE	5,467.12
Total Payroll tax & Withholding Liab	8,647.84
20000.1 · ACCOUNTS PAYABLE YR END ADJUST	-4,928.18
20100 · LEASE PAYABLE TO HBDA	-17,112.00
20200 · NOTES PAYABLE	310,482.25
20400 · ACCRUED WAGES PAYABLE	30,648.93
20500 · ACCRUED INTEREST	63,470.00
20600 · ACCRUED VACATION PAYABLE	35,976.00
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,260.00
20802 · PLUG DEPOSITS ON HAND	1,020.00
20803 · SLIP DEPOSITS ON HAND	50,470.60
20804 · STORAGE DEPOSITS	3,711.65
20806 · LEASE SECURITY DEPOSIT	143,529.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,100.00
Total 20800 · DEPOSITS ON HAND	220,841.93
22000 · DEFERRED LEASE INCOME	26,488.06
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
28000 · DEFERRED INCOME	159,379.27
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	5,523,510.33
Total Current Liabilities	5,608,749.50
Long Term Liabilities	
24001 · Gound Lease Amortization	-344,268.41
24003 · Groundlease Current Offset	-60,092.31
25200 · ENVIRONMENTAL REMEDIATION LIAB	10,162.77
25500 · OPEB Liability	220,710.00
25700 · BOND PAYABLE 2014 REFINANCING	2,079,805.48
25800 · BBVA Loan Payable	1,105,633.93
25900 · LESS CURRENT PORTION	-310,482.25
27000 · Net Pension Liability	1,150,835.00
27200 · Deferred Inflows of PERS	153,290.00
Total Long Term Liabilities	4,005,594.21
Total Liabilities	9,614,343.71
Equity	
3000 · OPENING BALANCE EQUITY	0.01
30500 · INVESTMENT IN FIXED ASSETS	9,181,656.59
30900 · RESTRICTED FUND BALANCE	1,433,244.90
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-2,628,399.20
31200 · GENERAL FUND BALANCE - Other	356,568.86
Total 31200 · GENERAL FUND BALANCE	-2,271,830.34
Net Income	1,776,194.56
Total Equity	10,119,265.72
TOTAL LIABILITIES & EQUITY	19,733,609.43

1:53 PM

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

01/07/22

November 2021

Accrual Basis

	Nov 21	Jul - Nov 21
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	12.00
Total Donations	0.00	12.00
Dredging Revenue		
41318 · Dredging Surcharge - T	14,338.53	81,787.64
Total Dredging Revenue	14,338.53	81,787.64
Fees		
40108 · PERMITS-T	250.00	1,650.00
40808 · Pilotage Services - T	0.00	1,909.82
41308.1 · Poundage - T	0.00	3,264.22
41818 · Late Charges/Interest - T	710.00	3,815.00
41819 · Late Charges/Interest - NT	72.32	2,911.82
45608 · Chevron - Ports O&M - T	0.00	8,087.50
Total Fees	1,032.32	21,638.36
Float Replacement Account		
41418 · Float Replacement	4,829.37	27,531.95
Total Float Replacement Account	4,829.37	27,531.95
Grant Revenue		
Harbor Grants		
45208 · Harbor Grants, Other - T	0.00	10,529.50
45208.1 · Harbor Grants, Gov't - T	0.00	27,355.55
Total Harbor Grants	0.00	37,885.05
Total Grant Revenue	0.00	37,885.05
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	5,697.00	51,136.22
Total Harbor Surcharge	5,697.00	51,136.22
Interest Revenue		
43108 · Interest Income - T	91.41	439.84
43109 · Interest Income - NT	13,650.00	68,250.04
43318 · Interest On Del Accts - T	2.20	2.20
Total Interest Revenue	13,743.61	68,692.08
Other Revenue		
45908 · Other Revenue - T	0.00	23,734.00
45909 · Other Revenue - NT	377.57	5,940.76
Total Other Revenue	377.57	29,674.76
Rent Income		
40218 · Slip Rents - T	37,603.78	213,893.71
40318.1 · Transient Rentals - T	3,928.54	18,001.94
40518 · Equipment Rent - T	0.00	4,560.00
40519 · Equipment Rent - NT	910.00	1,470.00
40809 · Yard Rent - NT	931.20	4,656.00
41108 · Rents, Tidelands Leases - T	71,085.78	200,560.50
41309 · Storage - NT	3,558.52	20,823.08
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	25,038.45
41409 · Upland Rent - NT - Other	74,542.61	1,774,730.57
Total 41409 · Upland Rent - NT	79,550.30	1,799,769.02
Total Rent Income	197,568.12	2,263,734.25
Sales		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

01/07/22

November 2021

Accrual Basis

	Nov 21	Jul - Nov 21
40119 · Concession Sales - NT	463.75	2,052.25
Total Sales	463.75	2,052.25
Tax Revenue		
43509 · Property Tax Revenues	106,515.00	532,575.00
Total Tax Revenue	106,515.00	532,575.00
Utility Surcharge		
40409 · Utility Surcharge - NT	4,577.79	26,255.81
40418 · Utility Surcharge, Marina Dock	4,331.75	16,949.38
Total Utility Surcharge	8,909.54	43,205.19
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	0.00	32.47
Total Income	353,474.81	3,159,992.22
Gross Profit	353,474.81	3,159,992.22
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	2,608.50	11,406.00
52508 · Accounting Fees - NT	869.50	5,467.00
Total Accounting/Auditing Services	3,478.00	16,873.00
Advertising & Promotion		
51000 · Advertising & Promotion - NT	138.53	902.27
51008 · Advertising & Promotion - T	-41.35	534.10
Total Advertising & Promotion	97.18	1,436.37
Bad Debts		
51308 · Bad Debts - T	0.00	46.78
Total Bad Debts	0.00	46.78
Communications		
51400 · Communications - NT	2,569.24	12,400.53
51408 · Communications - T	991.57	4,591.66
Total Communications	3,560.81	16,992.19
Conference & Meetings		
51500 · Conferences & Meetings - NT	2,331.80	5,395.15
51508 · Conferences & Meetings - T	0.00	1,961.06
Total Conference & Meetings	2,331.80	7,356.21
Dredging Expense		
55608 · Dredging Expense - T	255.42	7,824.18
56708 · Dredging - GT	141.31	5,237.31
Total Dredging Expense	396.73	13,061.49
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	212.50	27,915.62
51608 · Dues & Subscriptions - T	212.50	212.50
Total Dues, Subscriptions & Licences	425.00	28,128.12
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	28,895.28
Total Elections & Government Fees	0.00	28,895.28
Engineering Services		
52400 · Engineering Fees - NT	5,418.75	16,763.75
52408 · Engineering Fees - T	3,770.00	44,683.75

Humboldt Bay Harbor, Recreation & Conservation District

01/07/22

Profit & Loss

Accrual Basis

November 2021

	Nov 21	Jul - Nov 21
Total Engineering Services	9,188.75	61,447.50
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	660.00
51200 · Automotive, Fuel- NT	281.09	2,023.93
51208 · Vessel Fuel	614.44	2,200.56
51218 · Automotive, Fuel - T	401.08	2,491.13
Total Fuel	1,416.61	7,375.62
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	-2,249.00
Total Conservation Grant Expenses	0.00	-2,249.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	30.00	150.00
Total Harbor Grant Expenses	30.00	150.00
Total Grant Expenses	30.00	-2,099.00
Insurance		
51800 · Insurance - NT	0.00	30,551.71
51808 · Insurance - T	0.00	5,144.66
Total Insurance	0.00	35,696.37
Interest Expense		
55108 · Interest Expense - T	4,579.00	29,770.13
55109 · Interest Expense - NT	8,115.00	41,634.10
Total Interest Expense	12,694.00	71,404.23
Legal Services		
52300 · Legal Fees - NT	3,054.00	7,066.43
52308 · Legal Fees - T	744.00	3,181.37
Total Legal Services	3,798.00	10,247.80
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	252.84	1,739.51
52710 · Repairs & Maint, Equip - NT	0.00	2,017.26
52718 · Repairs & Maint, Equip - T	15.28	2,602.54
Total Maintenance - Equipment	268.12	6,359.31
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	3,375.89	46,453.52
52709 · REPAIRS & MAINTENANCE G/NT	0.00	30,000.00
52719 · Repairs & Maint, Facilities - N	7,715.96	30,110.79
Total Maintenance - Facilities	11,091.85	106,564.31
Maintenance - IT		
57008 · Maintenance, IT Equip - T	0.00	187.50
57009 · Maintenance, IT Equip - NT	57.50	5,039.62
Total Maintenance - IT	57.50	5,227.12
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	216.09
52010 · Maintenance Supplies - NT	1,357.72	10,245.93
Total Maintenance Supplies	1,357.72	10,462.02
Office Supplies		
51900 · Office Supplies - NT	2,571.32	10,658.17
51908 · Office Supplies - T	1,226.98	3,476.91
51918 · OFFICE EXPENSE M/T	0.00	86.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

01/07/22

November 2021

Accrual Basis

	Nov 21	Jul - Nov 21
Total Office Supplies	3,798.30	14,221.08
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	220.00	109.00
52110 · OUTSIDE SERVICES M/A	190.00	2,769.00
52118 · Outside Services, Other - T	6,457.93	26,019.78
Total Other Professional/Outside Serv	6,867.93	28,897.78
Permits		
51618 · Permits - T	1,738.00	2,189.94
Total Permits	1,738.00	2,189.94
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,190.00	7,070.00
50208 · Commissioner's Salaries - T	510.00	3,030.00
Total Commissioners Fees	1,700.00	10,100.00
Payroll Burden		
50500 · Payroll Benefits, Other - NT	27,897.98	171,047.42
50508 · Payroll Benefits, Other - T	9,009.12	53,922.33
6560 · Workers' Comp	3,093.53	17,718.99
Total Payroll Burden	40,000.63	242,688.74
Salaries/Wages		
50100 · Salaries & Wages - NT	56,524.13	350,256.04
50108 · Salaries & Wages - T	303.13	472.97
50119 · Sal. & Wages, Part-time - NT	0.00	1,680.00
Total Salaries/Wages	56,827.26	352,409.01
Total Personnel Expenses	98,527.89	605,197.75
Planning Services		
52200 · Planning Fees - NT	1,340.00	8,584.25
52208 · Planning Fees - T	1,144.86	3,919.86
Total Planning Services	2,484.86	12,504.11
Rent Expense		
52600 · Rent Expense - NT	563.00	626.00
54308 · Redwood Terminal 2 Lease Expens	17,650.00	99,127.72
Total Rent Expense	18,213.00	99,753.72
Small Tools		
52800 · Small Tools - NT	9.26	766.23
52808 · Small Tools - T	0.00	151.86
Total Small Tools	9.26	918.09
Utilities		
52909 · Utilities - NT	17,933.11	104,158.84
52918 · Utilities - T	3,099.18	20,093.16
53000 · Water, Sewer, & Refuse - NT	9,562.17	49,888.45
53008 · Water, Sewer, & Refuse - T	3,587.99	20,500.02
Total Utilities	34,182.45	194,640.47
Total Expense	216,013.76	1,383,797.66
Net Ordinary Income	137,461.05	1,776,194.56
Net Income	137,461.05	1,776,194.56

1:52 PM

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

01/07/22

As of November 30, 2021

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Bill Pmt -Check	11/01/2021	61626	Coast Seafood Co.	Final Note Pa...	-631,849.03
Bill Pmt -Check	11/05/2021	61642	Humboldt County H...	RMT2	-30,000.00
Liability Check	11/09/2021	E-pay	Employment Develo...	VOID: 499-03...	0.00
Liability Check	11/09/2021	E-pay	Internal Revenue Se...	94-2262845 ...	-3,575.68
Liability Check	11/09/2021	E-pay	Employment Develo...	499-0307-3 Q...	-1,251.55
Liability Check	11/10/2021		QuickBooks Payroll ...	Created by Pa...	-17,364.63
Liability Check	11/12/2021	ACH	PERS Unfunded Ac...	2233447024	-3,818.05
Liability Check	11/12/2021	ACH	CalPERS 457 Progr...	450348	-1,275.00
Bill Pmt -Check	11/12/2021	ACH	CalPERS 457 Progr...	457Match 11/...	-250.00
Liability Check	11/12/2021	ACH	State Disbursement ...	02300000679...	-233.53
Liability Check	11/12/2021	ACH	State Disbursement ...	02300000679...	-170.19
Check	11/12/2021	61645	Martel, Chad	Tenant Refund	-162.00
Check	11/12/2021	61646	Kalson, Mario	Tenant Refund	-124.40
Check	11/12/2021	61647	Jermyn, C. Peter	Tenant Refund	-94.16
Check	11/12/2021	61648	Quinlan, Michael/Du...	Tenant Refund	-162.00
Bill Pmt -Check	11/12/2021	61649	101Netlink	WIM	-250.00
Bill Pmt -Check	11/12/2021	61650	ACWA JPIA	215	-23,770.51
Bill Pmt -Check	11/12/2021	61651	AT&T Phone	707 443-0801...	-1,821.24
Bill Pmt -Check	11/12/2021	61652	Bay Tank & Boiler W...		-253.81
Bill Pmt -Check	11/12/2021	61653	California Redwood ...	Red Tank 08/...	-675.10
Bill Pmt -Check	11/12/2021	61654	CAPA	Membership ...	-2,728.12
Bill Pmt -Check	11/12/2021	61655	Englund Marine Sup...	PO #1685	-690.18
Bill Pmt -Check	11/12/2021	61656	Enterprise-Record, ...	Notice of Vac...	-782.68
Bill Pmt -Check	11/12/2021	61657	Hiley, Mindy	Notary Services	-15.00
Bill Pmt -Check	11/12/2021	61658	Hilficker Company	PO #1699 RM...	-393.30
Bill Pmt -Check	11/12/2021	61659	Humboldt Bay Devel...	VOID: RMT2 ...	0.00
Bill Pmt -Check	11/12/2021	61660	Humboldt Bay Munic...		-1,257.04
Bill Pmt -Check	11/12/2021	61661	Humboldt County Ta...	#DEF180001...	-4,928.18
Bill Pmt -Check	11/12/2021	61662	Humboldt Fasteners	RMT2	-101.41
Bill Pmt -Check	11/12/2021	61663	Humboldt Waste Ma...		-2,114.59
Bill Pmt -Check	11/12/2021	61664	Lawson Products, Inc.	10347668	-810.42
Bill Pmt -Check	11/12/2021	61665	Mission Uniform & Li...	299313	-204.63
Bill Pmt -Check	11/12/2021	61666	Mitchell Law Firm, L...		-1,673.00
Bill Pmt -Check	11/12/2021	61667	Napa Auto Parts		-310.12
Bill Pmt -Check	11/12/2021	61668	North Coast Laborat...	FLBY	-205.00
Bill Pmt -Check	11/12/2021	61669	Northern California ...	VOID: PO #1...	0.00
Bill Pmt -Check	11/12/2021	61670	OpenMind Creations	Conference R...	-100.00
Bill Pmt -Check	11/12/2021	61671	Pacific Gas & Electri...	Acct #067049...	-2,844.86
Bill Pmt -Check	11/12/2021	61672	Pacific Gas & Electri...	6598073494-4	-171.65
Bill Pmt -Check	11/12/2021	61673	Pierson Building Ce...	1297	-487.62
Bill Pmt -Check	11/12/2021	61674	Pintermedia LLC		-95.00
Bill Pmt -Check	11/12/2021	61675	Pitcher's Pro Repair	Port Authority ...	-2,484.44
Bill Pmt -Check	11/12/2021	61676	Recology Eel River	061097997	-418.42
Bill Pmt -Check	11/12/2021	61677	Recology Humboldt ...	061218064	-695.72
Bill Pmt -Check	11/12/2021	61678	Recology Humboldt ...	A0060000265	-1,596.50
Bill Pmt -Check	11/12/2021	61679	Reincke Marine Fab...	Maintenance ...	-63.00
Bill Pmt -Check	11/12/2021	61680	Security Lock & Alarm	Keys	-65.55
Bill Pmt -Check	11/12/2021	61681	Shelter Cove Fishin...	SC Janitorial ...	-2,083.33
Bill Pmt -Check	11/12/2021	61682	Shelter Cove Resort...	SC	-164.00
Bill Pmt -Check	11/12/2021	61683	SHN Consulting Eng...		-4,379.65
Bill Pmt -Check	11/12/2021	61684	US Bank Corporate ...	42460445557...	-3,862.17
Bill Pmt -Check	11/12/2021	61685	Valley Pacific Petrol...	114137	-1,236.07
Bill Pmt -Check	11/12/2021	61686	Verizon Wireless		-336.85
Bill Pmt -Check	11/12/2021	61687	Wahlund Constructi...	35-21	-3,021.37
Bill Pmt -Check	11/12/2021	61688	Western Chainsaw		-439.43
Bill Pmt -Check	11/12/2021	61689	World Oil Enviromen...	15055	-935.60
Bill Pmt -Check	11/12/2021	61690	Humboldt Bay Solar ...	HB0520	-10,076.92
Bill Pmt -Check	11/12/2021	61691	Lawson Products, Inc.	10347668	-847.37
Bill Pmt -Check	11/15/2021	ACH	Francotyp-Postalia	466106100	-300.00
Bill Pmt -Check	11/17/2021	ACH	Verizon Wireless		-107.96
Bill Pmt -Check	11/19/2021	ACH	Humboldt Bay Devel...	RMT2 Lease ...	-52,167.00
Liability Check	11/22/2021	E-pay	Employment Develo...	499-0307-3 Q...	-1,286.69
Liability Check	11/22/2021	E-pay	Internal Revenue Se...	94-2262845 ...	-4,089.58
Liability Check	11/24/2021		QuickBooks Payroll ...	Created by Pa...	-17,557.42
Liability Check	11/24/2021		QuickBooks Payroll ...	Created by Pa...	-1,474.55
Bill Pmt -Check	11/24/2021	ACH	PERS Unfunded Ac...	2233447024	-7,091.83
Bill Pmt -Check	11/24/2021	ACH	CalPERS 457 Progr...	457Match 11/...	-250.00
Liability Check	11/24/2021	ACH	CalPERS 457 Progr...	450348	-1,315.00

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of November 30, 2021

01/07/22

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Liability Check	11/24/2021	ACH	PERS Unfunded Ac...	2233447024	-3,826.65
Bill Pmt -Check	11/26/2021	61692	AT&T Internet	831-000-8571...	-882.85
Bill Pmt -Check	11/26/2021	61693	B & B Portable Toilets	RWD	-116.55
Bill Pmt -Check	11/26/2021	61694	City of Eureka (Sewer)	2001-901804-...	-1,903.94
Bill Pmt -Check	11/26/2021	61695	City of Eureka (Water)	2001-901802-...	-5,272.04
Bill Pmt -Check	11/26/2021	61696	Coastal Business Sy...	WIM Copier ...	-471.91
Bill Pmt -Check	11/26/2021	61697	David L. Moonie & C...		-1,850.00
Bill Pmt -Check	11/26/2021	61698	Humboldt Communit...	3165	-454.60
Bill Pmt -Check	11/26/2021	61699	Lawson Products, Inc.	10347668	-251.46
Bill Pmt -Check	11/26/2021	61700	Mario's Marina, LLC	Fish Cleaning...	-500.00
Bill Pmt -Check	11/26/2021	61701	Mission Uniform & Li...	299313	-118.02
Bill Pmt -Check	11/26/2021	61702	Nylex.net	Quickbooks	-57.50
Bill Pmt -Check	11/26/2021	61703	SHN Consulting Eng...		-270.00
Bill Pmt -Check	11/26/2021	61704	Southwest Answerin...	10/7-11/3/202...	-190.00
Bill Pmt -Check	11/26/2021	61705	Staples Credit Plan	6035 5178 12...	-44.45
Bill Pmt -Check	11/26/2021	61706	Planwest Partners, I...		-4,878.75
Liability Check	11/26/2021	61709	Operating Engineers...	94-2262845	-299.04
Liability Check	11/26/2021	61710	Franchise Tax Board	558379330	-100.00
Check	11/26/2021	61711	Boynton, Chris & Toni	Tenant Refund	-159.80
Check	11/26/2021	61712	Erb, Lori	Tenant Refund	-319.20
Bill Pmt -Check	11/26/2021	61713	Eureka Oxygen Com...		-655.59
Liability Check	11/26/2021	ACH	State Disbursement ...	02300000679...	-233.53
Liability Check	11/26/2021	ACH	State Disbursement ...	02300000679...	-170.19
Bill Pmt -Check	11/26/2021	61714	Franco typ-Postalia	466106100	-145.66
Bill Pmt -Check	11/26/2021	61715	Standard Insurance ...	ST 908447 00...	-203.60
Total 10200.1 · Cash in PNC, Checking					-878,735.43
TOTAL					-878,735.43

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 5, 2022

TITLE: Amend Clean Earth Contract to Remove Hazardous Materials from Redwood Marine Terminal II by Increasing Contract by \$9,100

STAFF RECOMMENDATION: Staff recommends the Board: Approve an increase in the contract with Clean Earth in an amount not to exceed \$9,100 to remove approximately 605 gallons of regulated waste from Redwood Marine Terminal II.

SUMMARY: In June of 2021, the Board approved a contract with Clean Earth in the amount of \$18,064.20 to dispose through a Treatment, Storage and Disposal Facility, approximately 810 gallons and 7,250 pounds of regulated waste which the District acquired through the purchase of the Samoa pulp mill. All the material except 605 gallons has been removed from the site. The contract amendment is required to remove the remaining hazardous material.

DISCUSSION: Due to the method of disposal of these materials by incineration, and those regional hazardous waste incinerators experiencing reduced capacity due to labor shortages and other affects, the intended disposal site has been unable to accept the material. After several such attempts, Clean Earth worked to find an alternate site to accept the materials, however at an increased cost including that for overpack drums. Pending approval of Quote Addendum (attached) Clean Earth is prepared to schedule the material for incineration.

ATTACHMENTS:

- A. Clean Earth Proposal and Contract – May 26, 2021
- B. Clean Earth Quote Addendum – January 7, 2022



QUOTE - PROPOSAL

May 26, 2021

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Drive
Eureka, California 95501

RE: Chemical Waste Disposal

Dear Chris Mikkelsen,

Thank you for providing Clean Earth Environmental Solutions, Inc. (Clean Earth) the opportunity to service your waste management needs. Clean Earth is a leading provider of environmental and regulated waste management solutions. As an industry leader, we provide a strengthened infrastructure and a broad portfolio of services for customers who generate regulated waste in virtually any industry. Customers receive innovative and sustainable solutions that safeguard the environment, protect people and keep their organizations compliant. We look forward to extending our services to your company.

Based upon the information you have provided to Clean Earth, the services to be provided are outlined as transportation and disposal services, which can include hazardous waste, pharmaceutical waste, universal waste, lab packs, and other waste handling services. Additionally, other items may apply such as labor and equipment to prepare the waste for shipment and UN approved packaging and supplies for compliant transportation and handling. Please see the below pricing schedule:

Based on inventory and Safety Data Sheets provided 5/17/21.

Clean Earth appreciates the opportunity to provide this proposal and we are looking forward to being of service. Please feel free to contact me at (916) 500-1884 or RLuna@harsco.com to discuss this proposal.

This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.



Pricing Details:

Disposal Charges								
Facility	Item	Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	LF08	FRYQUEL	Landfill wet, solids with free liquids, 90% max liquids, solidify, California state codes,	DR55	\$164.00	3	\$492.00	
Rancho Cordova	INC09	FIRST STRIKE FOAM (see note)	Liquids- Lean waters, < 5% chlorinated solvents , <2500 btu	DR5	\$116.00	8	\$928.00	
Rancho Cordova	STAB02-1	CITRIC ACID BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Acidic-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	\$261.00	8	\$2,088.00	
Rancho Cordova	AF04	SAUEREISEN HT MEMBRANE	Alternate fuel, >50% sludge, (<3% halogens), BTU >5,000, for thermal treatment	DR55	\$224.00	11	\$2,464.00	
Rancho Cordova	STAB02-2	STEBBINS REFRACTORY CEMENT POWDER BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Alkaline-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	\$252.00	18	\$4,536.00	
Rancho Cordova	LF07	AR POWDER BAGS placed into 55 gal drums	Landfill ready, regulated, meets treatment standards	DR55	\$158.00	8	\$1,264.00	
Disposal Subtotal:							\$11,772.00	

Transportation Charges								
Facility	Item	Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	01 - 05 gallon drums and light boxes	\$15.00	8	\$120.00	\$400 Minimum / CBC Maximum per Pickup
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	30 - 55 gallon drums	\$52.00	42	\$2,184.00	\$400 Minimum / CBC Maximum per Pickup
Transportation Subtotal:							\$2,304.00	

Supply Charges								
Facility	Item	Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	SPDM55UO		Drum, Metal, 55 gallon, Recon, Open Top	Each	\$48.00	34	\$1,632.00	
Supply Subtotal:							\$1,632.00	

E&I Estimate:	\$2,356.20
Estimated Total:	\$18,064.20



NOTE: "First Strike Foam" disposal is estimated. Incinerators are currently not accepting this type of waste due to volume/throughput impacts from the pandemic. Pricing may change. This is an estimate only.

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

For a complete list of process code specifications, visit:

<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>

3. A minimum charge of \$350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.cleanearthinc.com/energy-and-insurance-fees/>

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	<ul style="list-style-type: none"> • These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately • Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) • The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate. • Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. • Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	



Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

1. Excludes Lab Pack and Light Weight items
 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
 3. Includes: AF17, INC01, INC02, INC16
 4. All other container sizes are case by case (CBC)

Non-Standard Minimums	
Container Min.	Process Code
\$0	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADM MAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADM MANFEE	Each	\$25
Minimum Invoice Amount	---	Per Invoice	\$350
Demurrage, after 1-hour loading	TRADMDEM	Hour	\$116
Scheduled Pickup Cancellation	ADM CAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria: (1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"	ADTECHRWW	Each	\$175

CleanEarth

This Services Agreement ("Agreement") is entered into which the effective date shall be the date of the last signatory hereto, (the "Effective Date") by and between Clean Earth Environmental Solutions, Inc., a Delaware Corporation by and through its subsidiaries or affiliates designated herein ("Clean Earth"), located at 933 First Avenue, Suite 200, King of Prussia, PA 19406, and Humboldt Bay Harbor District, a California State District corporation ("Customer"), located at 601 Startare Drive, Eureka, California 95501

1. **Sole Terms.** All Services, defined below, provided by Contractor to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto (collectively, the "Agreement"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Clean Earth unless agreed to by the parties in writing, provided that in the event of a conflict the terms of this Agreement shall prevail.
2. **Clean Earth Services.** Upon the issuance of a service order, price sheet, statement of work, manifest, proposal, quote or other similar document (collectively, a "Service Schedule"), Clean Earth will provide Customer the services described therein (the "Services"), which are specifically incorporated and made part of this Agreement.
3. **Service Fee.** Customer agrees to pay Clean Earth for the performance of the Services at the fees or rates set forth in a Service Schedule, or, if not specified therein, at Clean Earth's standard fees or rates for such Services at the time the Services are rendered. Clean Earth reserves the right to adjust the amount of each Service Fee from time to time, in its sole discretion. Additionally, Clean Earth may adjust the contract price to account for operational changes it implements to comply with changes in law.
4. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Clean Earth on the due date will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds, payments made by credit card may incur additional fees. In addition to Clean Earth's charges for services and products under this Agreement, the Customer shall pay all taxes or other fees imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Clean Earth's net income). Clean Earth shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Clean Earth in a timely manner.
5. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that Clean Earth may, from time to time, impose and/or adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion.
6. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for thirty-six (36) months or until terminated in accordance with Paragraph 7 below ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms ("Renewal Term") equal in length to the Initial Term unless either party gives written termination notice at least ninety (90) days before expiration of the Initial Term or any subsequent Renewal Term. On termination by either party, Customer will immediately pay Clean Earth all outstanding balances for Services performed by Clean Earth prior to termination of the Agreement (along with all other monies due to Contractor).
7. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Clean Earth may immediately suspend Services or cancel this Agreement in its entirety in its sole discretion.
8. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
9. **Customer Warranties.** Customer shall comply with all applicable federal, state and local laws, rules and regulations ("Applicable Laws") and obtain and maintain throughout the term of this Agreement all permits, licenses and other forms of documentation required in order for a generator to comply with such Applicable Laws. Customer agrees to provide MSDS sheets, if available, for each waste related to the Services, on which Sheet there is an accurate and complete description, and which advises Contractor of the hazards and risks presented to persons, property or the environment when exposed to the waste. Customer shall tender only Wastes under this Agreement which conforms to the information provided and Customer represents that it has no knowledge of any constituent or component not specifically identified in the applicable waste profile sheet that increases the nature or the extent of the hazard or risk. If Clean Earth determines that any unit of waste received from Customer is non-conforming for any reason, Clean Earth may deem all waste that is tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming waste or except for processing all or any part of such waste. If Contractor accepts non-conforming waste, Contractor shall process the waste at its then prevailing rates.
10. **Limitation of Liability.** Clean Earth's cumulative, aggregate liability for any reason under any and all legal theories is limited to monetary damages not to exceed the lesser of: (i) Customer's actual damages, or (ii) the total aggregate amount paid by Customer to Clean Earth for the Services in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier.



NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.

11. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify, defend and hold harmless Clean Earth and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct. Customer shall be responsible for all costs of collection hereunder, including reasonable attorney fees and court costs.

12. **Miscellaneous.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Services are rendered, without regard to the conflict of laws principles thereof. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement. This Agreement may be signed on counterparts which together shall form one and the same Agreement. This Agreement may be signed and delivered by electronic signature and shall have the same force as signed manually.

The parties intending to be legally bound, do hereby execute this Agreement as of the date below and represent that the individuals executing this Agreement have the authority to bind their respective entities.

Between: Clean Earth Environmental Solutions, Inc. And: Humboldt Bay Harbor District

Signature

Name Rick Luna

Title

Date:

Signature

Name Larry Oetker

Title

Date: June 11, 2021



QUOTE - ADDENDUM

January 7, 2022

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Dr.
Eureka, CA 95501

Thank you for allowing Clean Earth Environmental Services, Inc. by and through any of its subsidiaries or affiliates (Clean Earth) to service your waste management needs. This addendum is to add additional services or pricing to your existing agreement with Clean Earth either at your request, or due to items or services performed that are not in your existing pricing schedule with us. Please see the below pricing schedule that will be added to your existing agreement as referenced below.

Pricing Details:

Disposal Charges:							
Item	Alt. Description	Description	UOM	Price	QTY	Net Price	Minimums
INC17	Containerized solids/sludge or debris, (non-shreddable), for incineration	HT Membrane	55 gallon drum	\$525.00	each	\$525.00	
INC17	Containerized solids/sludge or debris, (non-shreddable), for incineration	HT Membrane	85 gallon drum	\$811.00	each	\$811.00	
Supply Charges:							
Item	Alt. Description	Description	UOM	Price	QTY	Net Price	Minimums
SPDM85NO		Drum, Metal, 85 gallon overpack, New, Open Top	Each	\$232.00	Each	\$232.00	



SPDP85NO	Drum, Poly, 85 gallon overpack, New, Open Top	Each	\$250.00	Each	\$250.00
----------	---	------	----------	------	----------

Assumptions and Conditions:

1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
2. For a complete list of process code specifications, visit: <https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>
3. This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

The terms and conditions from the 104951-HUMBOLDTBA-0 ("Agreement") with an effective date of 11/24/2021 between Stericycle Environmental Solutions, Inc, (now known as Clean Earth Environmental Solutions, Inc.), and Humboldt Bay Harbor District apply to this quote addendum.

In Process

Between: Clean Earth Environmental Solutions, Inc. And: Humboldt Bay Harbor District

Signature

Name **Bradley Keehn**

Title

Date:

Signature

Name **Chris Mikkelsen**

Title **Director of Facilities**

Date:



COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030

STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 7, 2022

TITLE: Affirmation of Adopted Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings

STAFF RECOMMENDATION: Affirm the findings made in Resolution 2021-16 regarding the continued state of emergency and authorize the continued use of virtual meetings.

SUMMARY: On October 14, 2021 the Board of Commissioners adopted Resolution 2021-16 and, as per Section 4 of that Resolution, agreed to reconsider the findings within 30-days. The findings remain in effect as the COVID-19 pandemic has not subsided and the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act remains in place. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

DISCUSSION: As a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance. Based on these recommendations, Staff recommends that the Board continue to conduct virtual meetings as authorized by AB 361.

ATTACHMENTS:

- A.** Adopted Resolution 2021-16

**HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2021-16

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

SECTION 2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

SECTION 3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);

SECTION 4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **14th day of October 2021** by the following polled vote:

AYES: Dale, Higgins, Kullmann, Marks

NOES: ∅

ABSENT: ∅

ABSTAIN: ∅

ATTEST:



Patrick Higgins, Secretary
Board of Commissioners



Stephen Kullmann, President
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-16** entitled,

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of October 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of October 2021**.



**Patrick Higgins, Secretary
Board of Commissioners**

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Richard Marks
 5th Division
 Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 7, 2022

TITLE: Consider Approval of Amendment No. 1 to the Tuluwat Island Wetland Mitigation Project Agreement with CalTrans

STAFF RECOMMENDATION: 1) Approve terms related to Amendment No. 1 of the Tuluwat Island Wetland Mitigation Project (Project) Cooperative Agreement; 2) Authorize the District Attorney to make nonmaterial amendments to the Agreement as may be required by CalTrans; 3) Authorize the Executive Director to execute the amendment and contracts based on these terms; and 4) Bring the final agreement back to the Board for public disclosure.

SUMMARY: On March 4, 2021 the Harbor District entered a cooperative agreement with Caltrans related to implementation of the Tuluwat Island Wetland Mitigation Project. On September 9, 2021 the Board conditionally approved a contract with the Redwood Community Action Agency (RCAA) to implement the project with the Wiyot Tribe to provide cultural monitoring pending approval of the attached funding agreement.

DISCUSSION Terms for Amendment to the Tuluwat Island Wetland Mitigation Project Cooperative Agreement

- District costs to be reimbursed by Caltrans shall not exceed 13% of total Project costs \$774,724.
- Harbor District will contract with the Wiyot Tribe to provide a Tribal Monitor for the Project for a cost not to exceed \$230,572.
- Harbor District will contract with RCAA to implement the Project for a cost not to exceed \$5,728,843.
- The District’s Legal Counsel will include specific language requiring Caltrans to indemnify and defend the District for Caltrans’ determination that this project is exempt from both State and Federal prevailing wage laws.

ATTACHMENTS:

- A Tuluwat Island Wetland Mitigation Project Amendment

Eureka-Arcata Corridor Project
Humboldt Bay Area Mitigation
Humboldt County, U.S. Route 101, PM 79.9 - 86.3
EA: 01-3660U
Project ID: 0120000048
Cooperative Agreement No.: 01-0394-A1

TULUWAT ISLAND WETLAND MITIGATION PROJECT

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 01-0394

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2021, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the Humboldt Bay Harbor, Recreation and Conservation District, referred to herein as “HBHRCD.”

RECITALS

1. CALTRANS and HBHRCD, hereinafter referred to as “PARTIES,” pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this Agreement.
2. CALTRANS intends to construct improvements to U.S. Route 101 in Humboldt County, within the Safety Corridor, between the Cities of Eureka and Arcata from PM 79.9 to PM 86.3, consisting of several safety construction projects as follows: Tide Gate Replacement (01-0C930); Jacoby Creek Bridge Replacement (01-0E000); Extension of Acceleration/Deceleration Lanes and Lighting Improvements (01-0F220); Guardrail and Cable Rail Safety Barrier (01-0C970); and Indianola Interchange and Airport Road Improvements (01-36600), collectively referred to as ROADWAY PROJECTS. The ROADWAY PROJECTS will collectively result in permanent impacts to 10.25 acres of coastal wetlands.
3. Pursuant to the California Coastal Act (CCA), the California Coastal Commission issued a Coastal Development Permit (CDP) identified as CDP #1-18-1078, dated September 13, 2019, for the ROADWAY PROJECTS. As set forth in Condition 5 of the CDP #1-18-1078, a project has been developed to eradicate invasive plant *Spartina densiflora* (Spartina) within the Humboldt Bay in order to mitigate for the ROADWAY PROJECTS’ impacts to the 10.25 acres of coastal wetlands. A copy of CDP #1-18-1078 is attached to Cooperative Agreement 01-0394 as **Exhibit A**.
4. The City of Arcata, in cooperation with CALTRANS as the National Environmental Policy Act (NEPA) Lead Agency, has constructed the Arcata Bay Trail North Project, also known as the Humboldt Bay Trail North Project, hereinafter ABTN PROJECT. The ABTN PROJECT has resulted in impacts to 2.26 acres of coastal wetlands. As set forth in the NEPA revalidation for the ABTN PROJECT, dated July 15, 2020, CALTRANS will undertake the mitigation for the ABTN PROJECT’s coastal wetland impacts. A copy of the NEPA Revalidation is attached to Cooperative Agreement 01-0394 as **Exhibit B**.

5. Pursuant to the CCA, a material amendment to the ABTN PROJECT's CDP #1-16-0122, has been, or will be, submitted to the California Coastal Commission in order to document that a mitigation project that will be implemented to eradicate the invasive plant *Spartina* within Humboldt Bay and thereby mitigate for the ABTN PROJECT's impacts to 2.26 acres of coastal wetlands. A copy of the material amendment and CDP will be provided to HBHRCD after the material amendment is issued and acknowledged by the City of Arcata.
6. The County of Humboldt, in cooperation with CALTRANS as the NEPA Lead Agency, intends to construct the Humboldt Bay Trail South Project, hereinafter HBTS PROJECT. The HBTS PROJECT will result in impacts to 6.10 acres of coastal wetlands. As set forth in the NEPA revalidation for the HBTS PROJECT, dated July 16, 2020, CALTRANS will undertake the mitigation for the HBTS PROJECT's coastal wetland impacts. A copy of the NEPA Revalidation is attached to Cooperative Agreement 01-0394 as **Exhibit C**.
7. Pursuant to the CCA, an application for a CDP for the HBTS PROJECT has been, or will be, submitted to document that a mitigation project that will be implemented to eradicate the invasive plant *Spartina* within Humboldt Bay and thereby mitigate for the HBTS PROJECT's impacts to 6.10 acres of coastal wetlands. A copy of the CDP will be provided to HBHRCD after it has been issued and accepted by the County of Humboldt.
8. The ROADWAY PROJECTS, ABTN PROJECT and HBTS PROJECT, which are collectively referred to as PROJECTS, will impact a total of 18.61 acres of coastal wetlands. Therefore, to mitigate for PROJECTS' impacts to 18.61 acres of coastal wetlands impacts, a mitigation project was developed to eradicate approximately 178 acres of *Spartina* in Humboldt Bay within the salt marsh on Tuluwat Island, herein referred to as "MITIGATION PROJECT." The project is more particularly described in the final Wetland Mitigation Plan, dated July 2019, and is herein referred to as WMP. A copy of the final WMP is attached to Cooperative Agreement 01-0394 as **Exhibit D**.
9. PARTIES agree that to complete MITIGATION PROJECT, work will be separated into Phase 1 and Phase 2 tasks.
10. HBHRCD assisted CALTRANS by completing Phase 1 tasks under Cooperative Agreement Number 01-0394 to partially satisfy Condition 5 of CDP #1-18-1078, the NEPA revalidation for ABTN PROJECT and the NEPA revalidation for HBTS PROJECT.
11. HBHRCD desires to continue assisting CALTRANS by implementing Phase 2 tasks under this Amendment Number 1 to Cooperative Agreement 01-0394 ("AMENDMENT NO.1") and fully satisfy Special Condition 5 of **Exhibit A**, **Exhibit B**, and **Exhibit C**.

12. PARTIES agree that this AMENDMENT NO. 1 amends **Exhibit D** to add new reporting timelines and will hereby be known as **Exhibit D-1** and is attached hereto and made a part of this AMENDMENT NO 1.
13. PARTIES agree that this AMENDMENT NO. 1 shall address the terms and conditions solely for Phase 2 tasks in order to fully satisfy Special Condition 5 of **Exhibit A**, **Exhibit B**, **Exhibit C**, and Sections 1.4, 2.1, and 3.2.2 of **Exhibit D-1**.
14. PARTIES agree that this AMENDMENT NO. 1 amends **Exhibit E** to add costs for HBHRCD to implement Phase 2 tasks. Under this AMENDMENT NO. 1 the total cost for HBHRCD to implement Phase 2 tasks is not to exceed \$6,734,137.06 as described in **Exhibit E-1**, attached hereto and made a part of this AMENDMENT NO. 1.
15. PARTIES acknowledge that this AMENDMENT NO. 1 is not intended to address the long-term management of Tuluwat Island after success criteria are achieved or to otherwise obligate HBHRCD to perform work other than the Phase 2 tasks defined in **Exhibit D-1**. This AMENDMENT NO. 1 also will not address or include the financial commitment needed for the endowment.
16. PARTIES will now define herein below the terms and conditions under which this AMENDMENT NO. 1 will be implemented.

SECTION I

HBHRCD AGREES:

1. That following the completion of Phase 1, HBHRCD provided CALTRANS with a cost estimate to complete Phase 2 tasks, costs that include, but were not limited to, the Request for Bids for the Tuluwat Island Spartina Removal Project, the bid amount of the awarded Spartina removal entity and HBHRCD administrative costs. The Request for Bids for the Tuluwat Island Spartina Removal Project, and all related addenda, are attached hereto as **Exhibit H**.
2. To perform all necessary administrative and contract management services to ensure the Phase 2 tasks are performed in a timely and complete manner.
3. To provide CALTRANS with copies of the executed contract between HBHRCD and the Spartina removal entity that was selected under Phase 1, to complete Phase 2 tasks.
4. That under this AMENDMENT NO. 1, HBHRCD, or its contractors, will implement Phase 2 tasks as defined in Sections 1.4, 2.1, and 3.2.2 of **Exhibit D-1**.

5. That at least two (2) weeks prior to commencement of the work identified in Section 2.1 of **Exhibit D-1**, HBHRCD, or its contractors, will create a Site-Specific Spartina Removal Plan ("REMOVAL PLAN") and submit it to CALTRANS, for CALTRANS review and approval. CALTRANS will submit REMOVAL PLAN to CCC for final approval. The REMOVAL PLAN must address all of the components identified in Section 1.4 of **Exhibit D-1** including, but not limited to, summarize site evaluations, pre-survey studies, surveys completed, and any other action taken, as required by Special Condition 5 of **Exhibit A**, Special Condition 4 of the CDP #1-14-0249, and the Final Programmatic Environmental Impact Report for the Humboldt Bay Regional Spartina Eradication Plan, Volume 1, dated March 21, 2013, ("FPEIR"). The FPEIR, CDP #1-14-0249, and Humboldt Bay Regional Spartina Eradication Plan were incorporated into Cooperative Agreement 01-0394 by reference.
6. To perform the work as described in Sections 2.1 and 3.1 of **Exhibit D-1**. This work will include the initial treatment work consisting of the primary Spartina removal in the first three (3) years and the four (4) year monitoring and maintenance of Spartina to pursue the MITIGATION PROJECT's success criteria.
7. To follow monitoring protocols and reporting requirements as outlined in Section 3.2.2 of **Exhibit D-1** that will occur following the initial treatment, for three (3) years during the maintenance and monitoring period, and after MITIGATION PROJECT completion when success criteria have been met.
8. To prepare the following reports and submit to CALTRANS for review and approval, whereafter Caltrans will submit the reports to the CCC:
 - a. Initial Removal/As Built Report. Within 30 days of the completion of the initial treatment (anticipated after Year 3, October 2024), a report will be submitted including information documenting the success of the initial treatment, areas needing additional treatment, Spartina coverage, and areas lacking in native marsh vegetation.
 - b. Annual Monitoring Reports. Following the initial treatment and four (4) years, HBHRCD, or its contractors, shall submit three (3) annual reports (anticipated Years 3-6, October 2024-2027) documenting Spartina removal activities, monitoring results, and field verification.
 - c. Final Monitoring Report. Following the four-year maintenance and monitoring period (anticipated after Year 7, October 2028), a report will be submitted evaluating whether the restoration site has met the goals and performance and success criteria as described within Section 5.B.12 and 5.B.13 of **Exhibit A**. The final monitoring report shall include a summary of the monitoring results and a description of how the final monitoring results meet the success criteria.

9. To adhere to the updated reporting timelines as outlined in Section 3.2.2 of **Exhibit D-1** to the extent that they are applicable to the Phase 2 tasks.
10. That all Phase 2 tasks performed by HBHRCD, or performed on HBHRCD's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures and standards and as set forth in Cooperative Agreement 01-0394, except as amended by this AMENDMENT NO.1. HBHRCD further agrees that all work performed by HBHRCD, or performed on HBHRCD's behalf, will also be performed in a manner consistent with Sections 1.4, 2.1, and 3.2.2 of **Exhibit D-1** and in accordance with the FPEIR, associated Programmatic CDP #1-14-0249, and the Humboldt Bay Regional Spartina Eradication Plan, dated April 5, 2013.
11. That CALTRANS has obtained a right of entry onto the property, known as Tuluwat Island, where Phase 2 tasks as described in **Exhibit D-1** will be implemented. HBHRCD agrees that HBHRCD and its contractors, will comply with all the terms and conditions thereof. A copy of the right of entry is attached to Cooperative Agreement 01-0394 as **Exhibit F**. CALTRANS warrants and represents that the right of entry allows for entry onto the property by HBHRCD and its contractors to perform the work contemplated by this AMENDMENT NO. 1.
12. To comply with environmental approval and/or resource agency permits and/or approvals set forth in Section 1.3 of **Exhibit D-1** to the extent that they are applicable to Phase 2 tasks.
13. That HBHRCD and its contractors will take all necessary precautions when implementing the Phase 2 tasks defined in **Exhibit D-1** in order to avoid and minimize ground disturbing activities that may impact known archaeological and cultural resources through the use of exclusion areas and alternative methods of Spartina removal in sensitive areas (ESA-Environmentally Sensitive Area). HBHRCD further agrees to provide an archaeological monitor, on-call osteologist, and tribal monitor, which tribal monitor will be selected by the Wiyot Tribe, in accordance with **Exhibit F and Exhibit G** which are attached to Cooperative Agreement 01-0394.
14. To submit an initial invoice in the amount of \$1,327,841.00 to CALTRANS within thirty (30) days after the execution of this AMENDMENT NO.1.
15. HBHRCD is not required to deplete the entirety of this initial invoice prior to submitting to CALTRANS monthly billing statements in arrears.
16. HBHRCD may retain a portion of this initial invoice payment for cash flow purposes and anticipated large expenditures. Upon completion, if retained funds are more than MITIGATION PROJECT costs, HBHRCD shall refund CALTRANS for any cost overages as a result of retention of advanced funds.

17. Thereafter, to prepare and submit to CALTRANS monthly billing statements in arrears for HBHRCDs' actual expenditures incurred pursuant to Phase 2 work under this AMENDMENT NO.1.
18. The total amount of \$6,734,137.06 represents CALTRANS' total financial obligation for all Phase 2 tasks to be performed by HBHRCD or its contractors pursuant to this AMENDMENT NO.1.
19. To use one hundred percent (100%) of CALTRANS' funds in order to satisfy HBHRCD's obligation and responsibilities for Phase 2 tasks, as set forth in this Agreement.
20. To begin Phase 2 tasks within 30 days of receipt of the initial payment of \$1,327,841.00 which amount represents approximately 20% of the total costs to perform the work identified in Phases 1 and 2 of the MITIGATION PROJECT.

SECTION II

CALTRANS AGREES:

1. To pay HBHRCD within forty-five (45) calendar days of receipt of HBHRCD's signed initial invoice thereof the amount of \$1,327,841.00 for Phase 2 tasks under this AMENDMENT NO. 1.
2. Thereafter to pay HBHRCD within forty-five (45) calendar days of receipt of HBHRCD's monthly billing statements in arrears for HBHRCDs' actual expenditures incurred by HBHRCD pursuant to this AMENDMENT NO. 1. However, in no event shall CALTRANS total financial obligations exceed the amount of \$6,734,137.06
3. That HBHRCD is not obligated to perform any work until it receives the first initial payment of \$1,327,841.00 from CALTRANS.
4. That if additional property rights and/or rights of entry are required to implement Phase 2 tasks as defined in sections 1.4, 2.1, and 3.2.2 of **Exhibit D-1**, CALTRANS will acquire such rights. Any additional rights acquired shall also include rights for CALTRANS, HBHRCD personnel and its contractors. CALTRANS shall provide HBHRCD a copy of all additional rights acquired by CALTRANS.
5. That if additional environmental approvals and/or resource agency agreements, permits, and/or approvals are required to implement Phase 2 tasks in sections 1.4, 2.1, and 3.2.2 of **Exhibit D-1**, CALTRANS will, at its expense, work with HBHRCD in obtaining said

approvals, agreements, and permits. The PARTIES will provide each other a copy of all additional approvals, agreements, and permits acquired, and each shall comply with the terms thereof.

6. That if success criteria are not achieved, as determined by the CCC, following the four years of monitoring set forth above in paragraph I, 8, b, to pay, at its expense, for additional years of monitoring.
7. That at CALTRANS' cost, to review the REMOVAL PLAN. After approval, CALTRANS will submit the REMOVAL PLAN to HBHCRD and the CCC.
8. That at CALTRANS' cost to adhere to the reporting timelines as outlined in Section 3.2.2 of **Exhibit D-1**
9. That at CALTRANS' cost, to perform the work identified in Section 3.2.1 of **Exhibit D-1**.
10. To provide a copy of the ABTN PROJECT's material amendment and CDP #1-16-0122 to HBHCRD after the material amendment is issued and acknowledged by the City of Arcata.
11. To provide a copy of the HBTS PROJECT's CDP to HBHCRD after it has been issued and accepted by the County of Humboldt.

SECTION III

IT IS MUTUALLY AGREED:

1. That the reporting timelines have been updated as described in **Exhibit D-1**.
2. That the Budget has been updated to include additional costs associated with Phase 2 tasks as described in **Exhibit E-1**.
3. CALTRANS warrants and represents to HBHCRD that its has made a legal determination that the prevailing wage requirements set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code and the federal Davis-Bacon Act are not applicable to the PHASE 2 TASKS and that HBHCRD's contractor and their subcontractors are not obligated to pay prevailing wages for said work. Accordingly, CALTRANS instructed HBHCRD to issue, and HBHCRD issued in reliance upon CALTRANS' determination, an addendum to the Request for Bids issued by HBHCRD on May 21, 2021 for the PHASE 2 TASKS, to remove the previously stated requirement

that the contractor selected by HBHRCD to perform the PHASE 2 TASKS comply with the prevailing wage requirements of the California Labor Code or its federal counterparts.

4. In the event it is later determined or otherwise adjudicated that the prevailing wage provisions of the California Labor Code or its federal counterparts are applicable to the PHASE 2 TASKS, CALTRANS' total financial obligations set forth in Section I, Sub-paragraph 11, above, shall be adjusted upwards to include the additional labor costs incurred by HBHRCD's contractor(s) and their subcontractors to meet their obligations under the applicable prevailing wage laws, including, but not limited to, an amount for retroactive and prospective payment of prevailing wages, penalties or other assessments imposed by a government entity having jurisdiction over prevailing wage laws.
5. Further, CALTRANS shall indemnify, defend, and hold HBHRCD, its officers, directors, agents, contractors, and employees, harmless from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection (i) any action (whether administrative or at law) against HBHRCD, its officers, directors, agents, contractors, or employees alleging a violation of any provision contained within Chapter 1 of Part 7 of Division 2 of the California Labor Code (or any regulation promulgated thereunder) or the Davis Bacon Act (or any regulation promulgated thereunder) concerning the payment of prevailing wages for the Phase 2 tasks (ii) any determination by the Department of Industrial Relation or other State agency or federal agency having jurisdiction over the payment of wages that HBHRCD, its officers, directors, agents, contractors, or employees alleging a violation of any provision contained within Chapter 1 of Part 7 of Division 2 of the California Labor Code (or any regulation promulgated thereunder) or the Davis Bacon Act (or any regulation promulgated thereunder) concerning the payment of prevailing wages for the Phase 2 tasks. This sub-paragraph shall survive the termination of the AGREEMENT and this AMENDMENT NO. 1. CALTRANS' obligations under this sub-section shall not be subject to or otherwise limited by the total financial obligations set forth in Section I, Sub-paragraph 11, above.
6. That Cooperative Agreement 01-0394 shall terminate on December 31, 2029; however, all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement. This Agreement can be amended by written agreement by the parties.
7. All other terms and conditions of Cooperative Agreement 01-0394 shall remain in full force and effect.

Eureka-Arcata Corridor Project
Humboldt Bay Area Mitigation
Humboldt County, U.S. Route 101, PM 79.9 - 86.3
EA: 01-3660U
Project ID: 0120000048
Cooperative Agreement No.: 01-0394-A1

8. This AMENDMENT NO. 1 is hereby deemed to be a part of Cooperative Agreement 01-0394.

SIGNATURES

PARTIES are empowered by CA Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**HUMBOLDT BAY HARBOR,
RECREATION AND
CONSERVATION DISTRICT**

By: _____
Matthew Brady, District 1 Director

By: _____
Larry Oetker, Executive Director

Approved as to form and procedure:

By: _____
Cassandra Hoff, Deputy Attorney

Verification of funds and authority

By: _____
Angela Jorgensen, North Region Right of Way

Certified as to financial terms and policies:

By: _____
HQ Accounting Supervisor

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 6, 2022

TITLE: Informational Update on Easements Through the Town of Samoa Properties

STAFF RECOMMENDATION: Staff is presenting this as an information item to notify the Board of its completion of those actions approved in the September 09, 2021 Board Meeting related to certain easements serving the Town of Samoa and Harbor District property.

SUMMARY: Whereas certain easements existed between the Town of Samoa, LLC (Samoa) and the District, centered around what is known as Vance Avenue, current and future development necessitated the need for updated easements.

DISCUSSION: Whereas Samoa owns Assessor Parcel No. 401-031-055, and 401-031-080, containing Vance Avenue and those intended future ancillary streets, an easement held by the District to access its properties through this site has been vacated and a new access and utility easements have been granted and accepted.

Attachments:

- A) County Recorded Instrument # 2021-025232
- B) County Recorded Instrument # 2021-025233

2021-025232

**When Recorded Mail Document
and Tax Statement To:**

Humboldt Bay Harbor, Recreation and
Conservation District
P.O. Box 1030
Eureka, CA 95502-1030

Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: KELLY OHERN

Pages: 5

Recording Fee: \$ 175.00
Tax Fee: \$0.00
Clerk: tn Total: \$175.00
Nov 16, 2021 at 09:07:30

RECEIVED

DEC 07 2021



APN: 401-031-055 and -070

-082 -083

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

EASEMENT DEED

**The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX IS \$0.00 - Value less than \$100**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAMOA PACIFIC GROUP, LLC

Hereby **GRANTS** to

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a California Public Entity

The following described real property in the County of Humboldt, State of California:

A non-exclusive easement for ingress, egress and utilities over the parcel of land described in attached EXHIBIT A.

DATED: November 2, 2021

Daniel J. Johnson
Member

SAMOA PACIFIC GROUP, LLC

MAIL TAX STATEMENTS AS DIRECTED ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Humboldt)

On November 2, 2021 before me, Hailey Del Grande, a notary public, personally appeared Daniel J. Johnson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hailey Del Grande

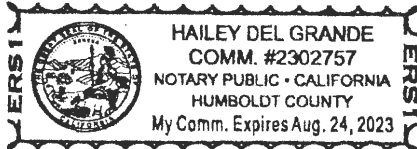


EXHIBIT A

That certain real property situated in the County of Humboldt, State of California and being a portion of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, and being a portion of Parcel Two of Parcel Map No. 3606, filed December 9, 2016, in Book 36 of Parcel Maps, Pages 31 through 35, Humboldt County Records, more particularly described as follows:

A non-exclusive easement for ingress, egress and utilities, 30 feet in width, 15 feet on each side of the following described centerline:

BEGINNING at a point on the East line of Parcel One of said Parcel Map No. 3606, at a point that bears South 01 degree 29 minutes 09 seconds West, 16.66 feet from the Northerly terminus of the course shown thereon having a dimension of "North 01 degree 29 minutes 09 seconds East, 26.69 feet";
thence South 62 degrees 35 minutes 20 seconds East, 53.78 feet;
thence South 46 degrees 42 minutes 15 seconds East, 249.89 feet to a point that is 15 feet southeasterly from the easterly line of the Railroad Right of Way as shown on said map;
thence South 26 degrees 53 minutes 28 seconds West, parallel with said Easterly line and distant 15 feet Southeasterly therefrom, 797.24 feet to the beginning of a curve, concave to the Northwest, having a radius of 724.65 feet;
thence Southwesterly along said curve, through an angle of 10 degrees 04 minutes 09 seconds, for a distance of 127.35 feet to a point that is 15 feet Northeasterly from the Southerly line of said Parcel Two;
thence South 61 degrees 55 minutes 00 seconds East, parallel with said Southerly line and distant 15 feet Northeasterly therefrom, 453.61 feet, more or less, to the Easterly line of said Parcel Two.

The Basis of Bearings of this description is Book 36 of Parcel Maps, Pages 31 through 35, Humboldt County Records.

This easement is illustrated on the Easement Map that accompanies this description.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829 Dated: NOV. 13, 2021

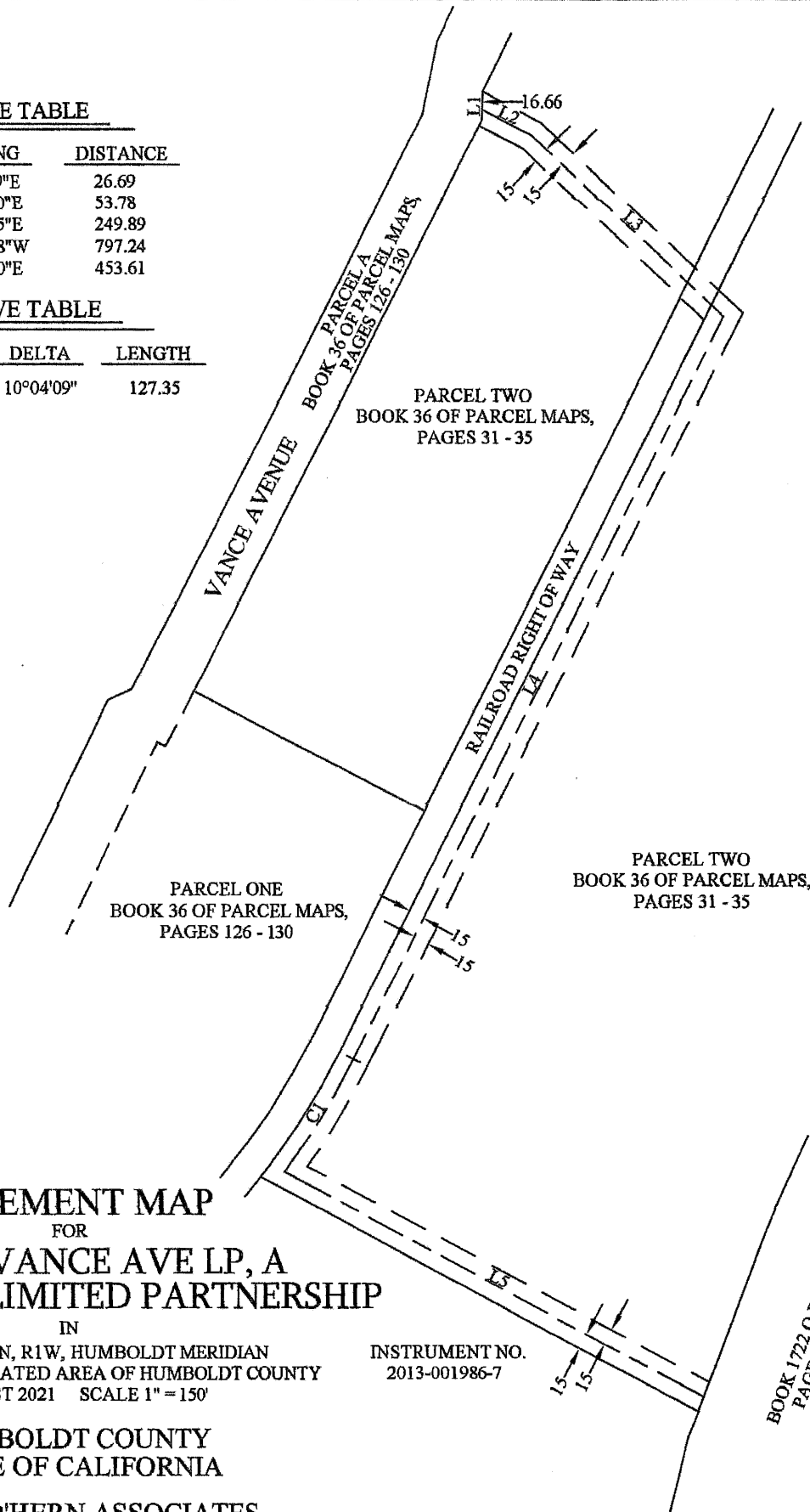


LINE TABLE

	<u>BEARING</u>	<u>DISTANCE</u>
L1	N 1°29'09"E	26.69
L2	S 62°35'20"E	53.78
L3	S 46°42'15"E	249.89
L4	S 26°53'28"W	797.24
L5	S 61°55'00"E	453.61

CURVE TABLE

	<u>RADIUS</u>	<u>DELTA</u>	<u>LENGTH</u>
C1	724.65	10°04'09"	127.35



EASEMENT MAP
 FOR
SAMOA VANCE AVE LP, A
CALIFORNIA LIMITED PARTNERSHIP

IN
 SECTION 16 T5N, R1W, HUMBOLDT MERIDIAN
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY
 AUGUST 2021 SCALE 1" = 150'

INSTRUMENT NO.
 2013-001986-7

HUMBOLDT COUNTY
STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES
EUREKA, CALIFORNIA

BOOK 1722 O.R.,
 PAGE 432

This is to certify that the interest in real property conveyed by the Easement Deed dated NOV. 2, 2021, from Samoa Pacific Group, LLC, is hereby accepted by the undersigned on behalf of the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity, pursuant to authority conferred by the Board of Commissioner of the Humboldt Bay Harbor, Recreation, and Conservation District, authorized on September 9,2021.

Dated: NOV 15, 2021 By: [Signature]
Larry Oetker, Executive Director, Humboldt Bay
Harbor, Recreation, and Conservation District

2021-025233

**When Recorded Mail Document
and Tax Statement To:**

Humboldt Bay Harbor, Recreation and
Conservation District
1982 Gass Avenue
Samoa, CA 95564

Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: KELLY OHERN

Pages: 3

Recording Fee: \$ 94.00
Tax Fee: \$0.00
Clerk: tn Total: \$94.00
Nov 16, 2021 at 09:07:30

RECEIVED

DEC 07 2021



APN: 401-031-080

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

EASEMENT DEED

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS \$0.00 - Value less than \$100

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAMOA VANCE AVE LP, a California Limited Partnership

Hereby GRANTS to

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a California Public Entity

The following described real property in the County of Humboldt, State of California:

A non-exclusive easement for ingress, egress and utilities over Vance Avenue, a private road and being a portion of PARCEL ONE of Parcel Map No. 3647, filed December 31, 2019, in Book 36 of Parcel Maps, Pages 126 through 130, Humboldt County Records.

DATED: November 2 2021

Daniel J. Johnson
Administrative General Partner

SAMOA VANCE AVE LP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Humboldt)

On November 2, 2021 before me, Hailey Del Grande, a notary public, personally appeared Daniel J. Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

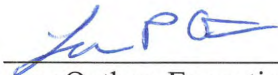
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hailey Del Grande



This is to certify that the interest in real property conveyed by the Easement Deed dated NOV. 2, 2021, from Samoa Vance Ave LP, a California Limited Partnership, is hereby accepted by the undersigned on behalf of the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity, pursuant to authority conferred by the Board of Commissioner of the Humboldt Bay Harbor, Recreation, and Conservation District, authorized on September 9, 2021.

Dated: NOV 15, 2021 By: 
Larry Oetker, Executive Director, Humboldt Bay Harbor, Recreation, and Conservation District

COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 7, 2022

TITLE: Letter of Support for Senate Bill (SB 307) A Bill Prohibiting Spending State Moneys for Any New Bulk Coal Terminal Project within the County of Humboldt

STAFF RECOMMENDATION: Staff Recommends that the Board submit a letter of support for SB 307 and direct staff to continue to work with Senator McGuire, Humboldt County, City of Eureka and other partners to rail bank the former North Coast Rail lines North of Willits.

SUMMARY: As reported in the January 5th Times Standard, SB 307, introduced by state Sen. Mike McGuire (D-Healdsburg), would block a proposal to restore the defunct North Coast railroad in an attempt to export coal overseas from Montana, Utah and Wyoming through the Port of Humboldt Bay by prohibiting the use of state funds for any new bulk coal terminal project within Humboldt County.

DISCUSSION: The Harbor District has not been in discussions with any party about establishing a bulk coal terminal in Humboldt Bay. The Harbor District’s efforts are focused on developing a new heavy lift terminal to support the emerging offshore wind industry. The Harbor District is responsible for port development as well as conservation and recreation programs. The District is on the front lines and regularly experience the negative effects of climate change with the ever-increasing storm events and the slow and steady impacts from sea level rise.

The District strongly supports the federal, State and local efforts to cut our dependence on carbon-based sources of energy and believe that renewable energy resources such as offshore wind are the future economic drivers for the port of Humboldt Bay and not coal exports.

The Harbor District has regulatory authority over all tidelands of Humboldt Bay below the high-water level and also hold public trust responsibility for the majority of the tidal and submerged lands of Humboldt Bay including all of South Bay and the Samoa federal navigation channels. The majority of the docks/terminals in fields landing and on the Samoa Peninsula are leased to private parties which

operate these facilities. The City of Eureka has Public Trust responsibility for the tidal and submerged lands along the Eureka waterfront.

ATTACHMENTS:

- A** SB 307 Bill Text
- B.** Draft Letter of Support for SB 307 (Will be available as a supplemental attachment by Tuesday 1/11/22 at 5:00 pm)

AMENDED IN SENATE JANUARY 3, 2022
AMENDED IN SENATE SEPTEMBER 9, 2021

SENATE BILL

No. 307

Introduced by Senator McGuire
(Principal coauthor: Assembly Member Wood)

February 4, 2021

An act to add Section 93006 to the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 307, as amended, McGuire. North Coast Railroad Authority: County of Humboldt: state moneys.

Existing law creates the North Coast Railroad Authority with various powers and duties relating to rail service in the north coast area of the state, including the authority to acquire, own, operate, and lease real and personal property reasonably related to the operation and maintenance of railroads, the planned transfer of all of the authority's assets, and the authority's dissolution. Under existing law, the state is not liable for any contracts, debts, or other obligations of the authority.

This bill would prohibit the use of state moneys to initiate or operate rail service on the authority's rail rights-of-way north of the City of Willits or for a project that is designed to rehabilitate, modernize, maintain, or repair an existing operation or facility, including a rail terminal, a railyard, a rail facility, and rail infrastructure, on the authority's rail rights-of-way north of the City of Willits. The bill would prohibit spending state moneys for any new bulk coal terminal project, as defined, within the County of Humboldt.

97

This bill would make legislative findings and declarations as to the necessity of a special statute for the authority’s rail rights-of-way north of the City of Willits and the County of Humboldt.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 93006 is added to the Government Code,
2 to read:

3 93006. (a) State moneys shall not be used to initiate or operate
4 rail service on the North Coast Railroad Authority’s, or Great
5 Redwood Trail Agency’s, rail rights-of-way north of the City of
6 Willits or for a project that is designed to rehabilitate, modernize,
7 maintain, or repair an existing operation or facility, including a
8 rail terminal, a railyard, a rail facility, and rail infrastructure, on
9 the North Coast Railroad Authority’s, or Great Redwood Trail
10 Agency’s, rail rights-of-way north of the City of Willits.

11 (b) State moneys, including proceeds from the sale of general
12 obligation bonds, shall not be spent for any new bulk coal terminal
13 ~~project~~ projects within the County of Humboldt.

14 (c) For purposes of this section, “new bulk coal terminal” means
15 a terminal that stores, handles, or transports coal in bulk to a degree
16 or significance that is categorized as having the potential for
17 significant impacts in an environmental document prepared
18 pursuant to the California Environmental Quality Act (Division
19 13 (commencing with Section 21000) of the Public Resources
20 Code) as a result of the storage, handling, or transport of coal in
21 bulk.

22 SEC. 2. The Legislature finds and declares that a special statute
23 is necessary and that a general statute cannot be made applicable
24 within the meaning of Section 16 of Article IV of the California
25 Constitution because of the unique geological and environmental
26 conditions existing in and around the North Coast Rail Authority’s
27 rail rights-of-way north of the City of Willits and in the County
28 of Humboldt.

O

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 7, 2022

TITLE: Status Report on the Nordic Aquafarms Environmental Impact Report and Regulatory Agency Permitting Timelines for the Proposed Recirculating Aquaculture Facility at Redwood Marine Terminal II

STAFF RECOMMENDATION: Staff Recommends that the Board: Receive an informational report from Staff and take no action on this item.

SUMMARY: THIS IS NOT A HEARING. The Harbor District has a lease agreement with Nordic Aquafarms to develop an indoor recirculating aquaculture facility at Redwood Marine Terminal II. After consultation with the County of Humboldt, Coastal Commission, State Water Board, and Harbor District Staff it was determined that a consolidated Environmental Impact Report (EIR) would be prepared for the entire project and that the County of Humboldt would be the lead agency under CEQA. The County has Noticed the Availability of the EIR and is accepting Public Comments until February 18, 2022. **The County of Humboldt is the lead agency and all comments on the EIR should be directed to the County and NOT to the Harbor District.**

DISCUSSION: The purpose of this item is to provide the Board with a status report on the process and timeline that the Harbor District will follow when we are evaluating the Harbor District Master Intake Permit. The Harbor District has no regulatory jurisdiction over the land based portion or ocean discharge portions of this project. The Harbor District has already executed the lease agreement, approved a tenant relocation plan, and established an ocean outfall usage fee schedule. No additional actions are required or contemplated by the District at this time.

No action by any California Regulatory Agency can be taken without first complying with the California Environmental Quality Act (CEQA). Because the County of Humboldt is the lead agency, the County must take action on the CEQA document before the Harbor District begins the public review portion of our Master Baywater Intake Permit. It is important that the public and applicant has a clear understanding of the process. Therefore, the Harbor District will NOT

be conducting any Hearings or soliciting for any public comments until after the County completes its review of the CEQA and Permit for the land based portions of the project.

The Harbor District is the applicant and will be developing the Master Baywater Intake system at the existing Redwood Marine Terminal II and Red Tank “sea chests” that were installed with the former pulp mill and lumber mills on the Samoa Peninsula. The Master Baywater Water Intake system will be permitted and designed for multiple aquaculture and other approved users that have received a Coastal Development Permit to operate. Although the Nordic Aquafarms will be the primary user of the bay water intakes, they will be one Harbor District’s customer and other current and future tenants will benefit from the Master Baywater Intake System.

ATTACHMENTS:

A County of Humboldt Notice of Availability Draft Environmental Impact Report



**NOTICE OF AVAILABILITY
DRAFT ENVIRONMENTAL IMPACT REPORT**

Name of Project: **Nordic Aquafarms Land-Based Aquaculture Project**

Project Description: The applicant (Nordic Aquafarms California, LLC. (NAFC)) is requesting a Coastal Development Permit and Special Permit for the construction of a land-based finfish recirculating aquaculture system (RAS) facility, which includes the development of five buildings totaling approximately 766,530 square feet and the installation of 4.8 megawatt (MW) solar panel array mounted on building rooftops, covering approximately 657,000 square feet. The height of the tallest proposed building is 60 feet. The facility would have an annual production capacity of approximately 25,000-27,000 metric tons of Head On Gutted (HOG) fish once complete. The aquaculture facility would produce fresh head on gutted fish and fillets for delivery to regional markets. The species to be produced at the facility is intended to be Atlantic Salmon.

The project will include ancillary support features such as paved parking, fire access roads, security fencing, and stormwater management features. The project would require approximately 2.5 million gallons per day (MGD) of freshwater sourced from the Mad River, supplied by the Humboldt Bay Municipal Water District via existing infrastructure. The project would require approximately 10 MGD of salt water provided via upgraded intake infrastructure located adjacent to the NAFC Project Site. Treated wastewater would be discharged utilizing the existing Redwood Marine Terminal II ocean outfall pipe, which extends one and a half miles offshore. A total volume of 12.5 MGD is anticipated to be released daily. Wastewater discharge is permitted by the North Coast Regional Water Quality Control Board.

The Humboldt Bay Harbor, Recreation and Conservation District (District) proposes to upgrade/improve and operate two formerly used bay-water intake systems (sea chests) in Humboldt Bay. The water intakes are located approximately one-half mile apart along the Samoa Channel at the Redwood Marine Terminal II (RMT II) Dock and Red Tank Dock. The intake systems were operated by a pulp mill from around 1966 until the mill was closed in 2008. Salt water from the intakes would be used by District tenants and other entities for aquaculture and other allowable uses. A new water line would be installed from the RMT II Dock and Red Tank Dock water intakes to manifolds at RMT I, RMT II and NAFC. The project also includes installation of a fire suppression water line and fire hydrant replacement. The fire suppression line would share a trench with the bay water intake line. The bay water line and fire suppression water line would involve trenching except where it crosses an existing stormwater feature and where the bay water line would run on the edges of Red Tank Dock and RMT II Dock. This water line would be attached to an existing walkway or to a replacement structure of the same size or smaller. The fire suppression water line would terminate near the RMT I manifold, RMT II manifold and at Red Tank Dock. The fire suppression water line would have a maximum outside diameter of 12 inches. The bay water line would range from 18-

36 inch maximum outside diameter. The maximum width of ground impacts would be 19 feet in sections where both pipes occur and 17 feet where only one pipe occurs.

The proposed aquaculture facility will include life cycle development, from egg to harvestable fish, contained indoors in separate buildings connected by swim pipes for fish transfer. The facility would include the following design elements:

1. A hatchery operation where eggs are hatched, and fish fry grow to juvenile size (Building 3)
2. A grow-out operation with large tanks where fish are grown to market size (Buildings 1 & 2)
3. A fish processing facility from which fish is processed and fresh product is shipped out 4 days a week, coproducts are chilled and stored for sale (Building 4)
4. Backup systems that will enable critical functions to operate for many days in the event of a power outage
5. Oxygen generation plant and liquid oxygen storage
6. Water intake treatment that ensures consistently clean water for the fish (Buildings 1 & 2)
7. An advanced wastewater treatment plant to treat the discharge water, including a Moving Bed Biofilm Reactor, a membrane bioreactor, and Ultraviolet (UV-C) dosing (Building 5)
8. Administrative building and associated operations/maintenance facilities (Building 4)

Project phasing: The aquaculture facility is anticipated to be built out in two primary phases, with preliminary site preparation (Phase 0):

1. Phase 0 - Brownfield Redevelopment (2022): asbestos abatement; structure demolition; soil remediation; waste stream characterization, transportation, and disposal.
2. Phase 1 – Brownfield Redevelopment and Aquaculture Facility Stage 1 (2022 - 2023): Intake and outfall connections; ground densification to prepare construction of building foundations; construction of Phase 1 grow-out module (Building 1), Central Utility Plant (Building 3), Fish Processing Plant/Administrative (Building 4), Wastewater Treatment and Backup Power (Building 5); Oxygen generation storage; stormwater systems; onsite and offsite biological mitigation.
3. Phase 2 – Aquaculture Facility Stage 2 (2026 or 2027): Ground densification; Phase 2 grow-out module (Building 2); soil remediation; expansion of utilities; existing leach field decommissioning.

The proposed fire suppression systems and sea chests improvements are anticipated to begin prior to construction of Phase 1 of the aquaculture facility. Timing is dependent on obtaining all agency approvals and permits.

Project Location: The land-based aquaculture facility is located in the Samoa area, east of Vance Avenue, approximately 2,000 feet north from the intersection of Vance Avenue and Bay Street, on the property known as 364 Vance Avenue (Assessor Parcel Number 401-112-021). Water intakes are located approximately one-half mile apart along the Samoa Channel in Humboldt Bay at the Redwood Marine Terminal II (RMT II) Dock and Red Tank Dock (Assessor Parcel Number 401-112-014 and 401-031-040).

List of Potential Significant Environmental Effects Mitigated to a Less than Significant Level: The Draft EIR identifies significant impacts in the following California Environmental Quality Act (CEQA)

environmental issue areas: aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, population and housing, and transportation, utilities, and wildfire. As described in the EIR, all of these impacts can be fully mitigated to a level less than significant.

Lead Agency: Humboldt County Planning and Building Department

Direct Comments to: Cade McNamara
County of Humboldt
Planning and Building Department, Planning Division
3015 H Street, Eureka, CA 95501
CEQAResponses@co.humboldt.ca.us

If comments are provided via e-mail, please include the project title in the subject line, attach comments in Microsoft Word format, and include the commenter's U.S. Postal Service mailing address.

Review Period: Comments on the DEIR will be accepted between December 20, 2021, and February 18, 2022

Public Hearing: Humboldt County Planning Commission
To be scheduled, Humboldt County Courthouse

The Draft EIR will be available for review at the following locations during normal business hours and online at <https://humboldt.gov/3218/Nordic-Aquafarms-Project>

County Clerk-Recorder
825 5th Street
5th Floor
Eureka, CA 95501

Humboldt State University Library
1 Harpst St
Arcata, CA 95501

Planning and Building Department
3015 H Street
Eureka, CA 95501

Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Dr
Eureka, CA 95501

Humboldt County Library
1313 3rd Street
Eureka, CA 95501

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
January 13, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 7, 2022

TITLE: Review of Subcommittees and Change Subcommittees and Committee Assignments As Needed

STAFF RECOMMENDATION: Staff recommends that the Board: 1) Review the list of current subcommittees; 2) Eliminate the Ordinance No 7 (Billboards Subcommittee; 3) Assign a new committee member to replace former Commissioner Larry Doss; 4) Propose changes to current subcommittee members at the Board’s discretion.

SUMMARY: Subcommittees are formed regularly throughout the year. Staff would like to review the active subcommittees annually to ensure they are still necessary and meeting, as well as giving members the opportunity to reevaluate their membership and replace vacancies.

DISCUSSION: Subcommittees serve an important role for the Harbor District and the Board of Commissioners to gather information and recommend action on important issues. Annual review of these subcommittees will allow for necessary updates and changes.

- Ordinance No 7 was amended to prohibit Billboards and no further action of the Subcommittee is required at this time.
- Commissioner Doss was on the Budget, Dredging, and 2X2 Committee (City of Eureka/Harbor District) and will need to be replaced. Historically the 2X2 Committee members have been from the 1st and 4th Divisions as they have the most overlap with the City of Eureka.

ATTACHMENTS:

- A. Current Subcommittee List as of 12/09/2021



COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030

Harbor District Board Subcommittees
As of 12/09/21

Humboldt Bay Development Association
Marks and Higgins
Zerlang, Slattery, ~~Newman~~

Budget

Doss and Dale

Labor Relations

Dale and Kullmann

Dredging

Higgins and **Doss**

Shelter Cove/RID

Dale and Higgins

Samoa Peninsula Infrastructure/Offshore Wind Subcommittee

Est. 08/13/2020

Dale and Marks

2x2 Committee (Eureka/Harbor District)

Marks and **Doss**

Ordinance No. 7 (Billboards) Subcommittee

Est. 09/10/2020

Higgins and Kullmann

Pilotage Advisory Subcommittee

Est. 12/09/2021

Dale and Newman

Captain Petrusha, Captain Powell and Pete Jackson