

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

DATE: November 10, 2022

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

PLACE: Join Zoom Meeting
<https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402
One tap mobile
(669) 900-9128, 6917934402#

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 acquisition and/or lease of real property on the Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-112-021 and 401-112-024 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and payment terms.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker,

Agenda for November 10, 2022 Regular Board Meeting

Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

- c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

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

5. Pledge of Allegiance

6. Report on Closed Session

7. 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 (STAR) *9 and unmute themselves by pressing (STAR) *6.*

8. Consent Calendar

- a) Adopt Minutes for October 13, 2022 Regular Board Meeting
- b) Adopt Minutes for October 27, 2022 Special Board Meeting
- c) Receive District Financial Reports for August 2022
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings

9. 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

10. Unfinished Business - None

11. New Business

a) Consider Adopting Resolution 2022-14: Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes

Recommendation: Staff recommends that the Board Adopt Harbor District Resolution No. 2022-14 which includes:

- Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt
- Establishing Findings Relative to the Permit Application for the Humboldt Bay Master Water Intakes
- Approving Permit 2022-02 with conditions for the Humboldt Bay Master Water Intakes

Alternative Recommendation: Receive staff report, receive public comment, and continue hearing to a date certain (i.e., 12/8/22 or 1/12/23)

Summary: The Humboldt Bay Harbor, Recreation, and Conservation District proposes to modernize and operate two formerly used water intake systems in Humboldt Bay and install new pumps, piping, and meters to deliver bay water to existing and future District tenants. Improvement of the water intakes is part of a long-term District program to develop facilities for use by aquaculture and other sea-water-dependent tenants. The water intakes are located approximately one-half mile apart along the Samoa Channel at the Redwood Marine Terminal II Dock and Red Tank Dock. The proposed project includes bay water withdrawal and pumping to manifolds at specific upland points that will be connected to future permitted water users. The project also includes off-site habitat restoration to offset any reduction in the bay's biological productivity that will result from water withdrawal and entrainment of aquatic larvae. Habitat restoration work will include pile removal at the District's Kramer Dock property located in Fields Landing and will be phased in conjunction with the phasing of water withdrawal quantities. Impact mitigation includes habitat restoration associated with modeled impacts to longfin smelt.

b) Authorize the Executive Director to negotiate and enter into an Agreement for Bond Counsel Services to support the Dredging of Woodley Island Marina

Recommendation: Staff recommends the Board Authorize the Executive Director to negotiate and execute an Agreement for Bond Counsel Services for the purposes of dredging.

Summary: On September 8, 2022, Staff provided a dredging update for Woodley Island Marina, sharing the preliminary survey data collected as to the deteriorating conditions of certain fairways and slips at Woodley Island Marina. Estimations for required dredging suggest volumes of as much as 75,000 to 100,000 cubic yards. As

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available dredge surcharge funds will not support such a volume, staff have begun to research borrowing options to support the needed action.

c) Discuss Re-Opening Future Board Meetings to the Public

Recommendation: Staff recommends the Board receive a report and discuss opening Board Meetings to the Public.

d) Consider Adopting Resolution 2022-15, A Resolution Commending Richard Marks for His Service as Commissioner of the Humboldt Bay Harbor, Recreation and Conservation District

Recommendation: Staff Recommends that the Board Adopt Resolution 2022-15.

Summary: Richard Marks has served as a Commissioner of the Humboldt Bay Harbor, Recreation and Conservation District since 2009, choosing not to run for re-election in 2022.

12. Future Agenda Items

13. Adjournment

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

October 13, 2022

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 – 5:00 P.M.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential Acquisition of Mario’s Marina LLC 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. Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.
- d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment.
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential acquisition and/or lease of real property on the Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-112-021 and 401-112-024 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and payment terms.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: HIGGINS
KULLMANN
MARKS
NEWMAN

ABSENT: DALE

QUORUM: YES

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Patrick Hooven, Chelsey Rios, Randy Sundberg and Lori DeVoist.

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR

- a) Adopt Minutes for September 8, 2022 Regular Board Meeting
- b) Adopt Minutes for September 28, 2022 Special Board Meeting
- c) Receive District Financial Reports for July 2022
- d) Approve Purchase Order No. for Express Personnel Temporary Maintenance Worker
- e) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- f) Consider Accepting for Filing District Permit 2022-06: Mad River Slough Shellfish Nursery
- g) Maintenance Manager Contract

COMMISSIONER MARKS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-G.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: DALE

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. No report.
- d) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

- e) Correspondence Received
 - I. Two Public Records Requests regarding Nordic Aquafarms.

UNFINISHED BUSINESS

a) Consider Adopting Amendment No. 4 to Ordinance No. 5: An Amendment to the Ordinance Establishing Fees for Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. No one commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.

COMMISSIONER MARKS MOVED TO ADOPT AMENDMENT NO. 4 TO ORDINANCE NO. 5:
AN AMENDMENT TO THE ORDINANCE ESTABLISHING FEES FOR COMMISSIONERS OF THE
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: DALE

Abstain: NONE

NEW BUSINESS

a) Humboldt Bay Natural Shoreline Infrastructure Project

- I. District Staff introduced Hank Seemann, who presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. No one commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.
- V. Presentation only, no formal action was taken.

b) Consider Adopting Resolution 2022-12 Establishing Findings Relative to and Approving Harbor District Permit 2022-04 with Conditions for the Humboldt Bay Trail South

- I. District Staff presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. Hank Seemann commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2022-12 ESTABLISHING
FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2022-04 WITH
CONDITIONS FOR THE HUMBOLDT BAY TRAIL SOUTH.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: DALE, KULLMANN

Abstain: NONE

c) Consider Adopting Resolution 2022-13 Establishing Findings Relative to and Approving Harbor District Permit 2022-05 with Conditions for the City of Eureka Samoa Boat Launch Improvements

- I. District Staff presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. No one commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2022-13 ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2022-05 WITH CONDITIONS FOR THE CITY OF EUREKA SAMOA BOAT LAUNCH IMPROVEMENTS.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: DALE, KULLMANN

Abstain: NONE

d) Notification for the Removal and Relocation of Military Vessel 1091 Temporarily Stored on District Property APN 401-031-040

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. No one commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE NOTIFICATION FOR THE REMOVAL AND RELOCATION OF MILITARY VESSEL 1091 TEMPORARILY STORED ON DISTRICT PROPERTY APN 401-031-040

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: DALE, KULLMANN

Abstain: NONE

e) Consider Appointing Bar Pilot Apprentice Interviewed by the Pilotage Advisory Subcommittee

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Newman opened the item to public comment. Andrew Manning commented.
- IV. Vice Chair Newman moved the discussion back to the Commission.

COMMISSIONER MARKS MOVED TO APPOINT ANDREW MANNING AS A BAR PILOT APPRENTICE.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: HIGGINS, MARKS, NEWMAN

Noes: NONE

Draft Minutes for October 13, 2022 Regular Board Meeting

Absent: DALE, KULLMANN

Abstain: NONE

FUTURE AGENDA ITEMS

- a) Labor Negotiations for Multipurpose Dock

ADJOURNMENT – 7:00 P.M.

APPROVED BY:

RECORDED BY:

Richard Marks
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

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

October 27, 2022

The Humboldt Bay Harbor, Recreation and Conservation District met in special session on the above date, Closed Session met at 12:00 PM, Open Session met at 12:15 PM both via video conference with a teleconference option. A Ceremonial Session was held at 1:30 PM at the south end of Woodley Island, Eureka, California and was open to the public.

SPECIAL CLOSED SESSION – 12:00 PM

ROLL CALL:

PRESENT: DALE
 KULLMANN
 MARKS
 NEWMAN

ABSENT: HIGGINS

QUORUM: YES

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

Appoint real property negotiators to negotiate with Crowley Wind Services, Inc. concerning the real property commonly known as Assessor Parcel Nos. 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I

- I. District Counsel presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER NEWMAN MOVED TO APPOINT EXECUTIVE DIRECTOR LARRY OETKER AND LEGAL COUNSEL RYAN PLOTZ AS NEGOTIATORS WITH RESPECT TO THE REAL PROPERTY.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: HIGGINS

Abstain: NONE

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County Assessor's Parcel Nos.: 401-112-021 and 401-112-024. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Nordic Aquafarms California, LLC. Under negotiation: price and payment terms.

SPECIAL SESSION - 12:15 PM

ROLL CALL:

PRESENT: DALE
 HIGGINS
 KULLMANN
 MARKS
 NEWMAN

ABSENT: NONE

QUORUM: YES

REPORT ON CLOSED SESSION – No reportable action; the Board intends to consider the agreement in Open Session.

BUSINESS

- a) **Discuss and Consider Approval of an Exclusive Right to Negotiate Agreement with Crowley Wind Services, Inc. for the Potential Lease of Real Property for the Development and Operation of a New Heavy Lift Marine Terminal for the Proposed Offshore Wind Industry**
 - I. Executive Director and District Counsel presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER MARKS MOVED TO APPROVE AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH CROWLEY WIND SERVICES, INC. FOR THE POTENTIAL LEASE OF REAL PROPERTY FOR THE DEVELOPMENT AND OPERATION OF A NEW HEAVY LIFT MARINE TERMINAL FOR THE PROPOSED OFFSHORE WIND INDURSTRY.
COMMISSIONER HIGGINS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Draft Minutes for October 27, 2022 Special Board Meeting

Noes: NONE
Absent: NONE
Abstain: NONE

ADJOURNMENT – 12:32 PM

MOVE TO CEREMONIAL SESSION – 1:30 PM

APPROVED BY:

RECORDED BY:

Richard Marks
Secretary of the Board of Commissioners

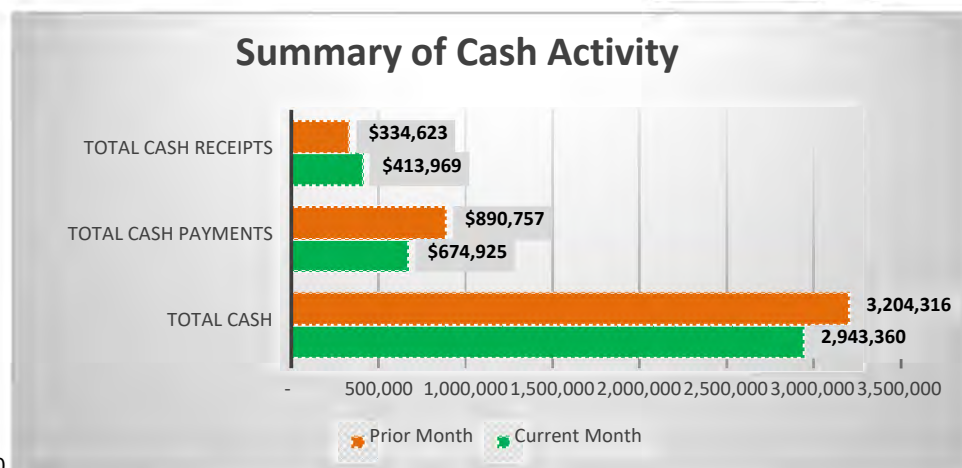
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended August 31, 2022 and July 31, 2022

	<u>8/31/22</u>	<u>7/31/22</u>
<u>Account Balances</u>		
Checking	\$ 117,079	\$ 50,566
Savings	70,921	33,440
Tariff	1,750,711	2,116,089
County Treasury	1,002,941	1,002,941
Cash on hand	1,708	1,280
Total Cash	<u>2,943,360</u>	<u>3,204,316</u>
Less: Restricted cash for Marina surcharges	<u>(1,634,560)</u>	<u>(1,634,560)</u>
Unrestricted Cash	<u>1,308,800</u>	<u>1,569,756</u>
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 3,204,316	\$ 3,760,450
Monthly Deposits	413,969	334,623
Monthly Payments	<u>(674,925)</u>	<u>(890,757)</u>
Balance, End of Month	<u>\$ 2,943,360</u>	<u>\$ 3,204,316</u>
 <u>Monthly Expenses Summary</u>		
Significant/Unusual Expenses:		
Woodley Island Marina maintenance dredging	\$ 89,096	
Humboldt Bay Development Assoc lease payment	53,733	
Workers' comp insurance annual payment		\$ 35,885
Liability insurance annual payment		87,954
BBVA bond and loan payment		235,160
Tenera Environmental Inc.	35,095	36,143
Moffat & Nichol expenditure	230,999	274,767
Sub-total, Significance/Unusual Expenses	<u>408,923</u>	<u>669,909</u>
General operating expenses and other misc. expense	266,002	220,848
Total Cash Payments	<u>\$ 674,925</u>	<u>\$ 890,757</u>
 Significant/Unusual Revenues:		
Property taxes and interest income		\$ 108,595
Nordic Aquafarms payment	\$ 98,015	
Chevron Products payment	48,750	
Sub-total, Significant/Unusual Revenues	<u>146,765</u>	<u>108,595</u>
General revenues	267,204	226,028
Total Cash Receipts	<u>\$ 413,969</u>	<u>\$ 334,623</u>



2:59 PM

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2022

10/31/22

Accrual Basis

	Aug 31, 22
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	133.62
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	8,341.28
10200.1 · Cash in PNC, Checking	108,736.94
10400 · CASH IN COUNTY - FUND 2720	967,421.63
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	1,750,711.37
10700.1 · Cash in bank, Water PNC	70,920.77
10901 · UNEXPENDED MARINA SURCHARGES	1,634,559.96
10903 · RESTRICTED CASH	-1,634,559.96
Total Checking/Savings	2,942,914.49
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,270,677.60
Total Accounts Receivable	1,270,677.60
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-336,132.88
12200 · TAXES RECEIVBLE	213,030.00
12300 · INTEREST RECEIVBLE	39,446.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	132,563.59
12900 · Accounts Receivable FSM	-1,025.38
1499 · Undeposited Funds	444.30
Total Other Current Assets	5,897,700.63
Total Current Assets	10,111,292.72
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	1,319,433.62
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	-18,513,994.17
Total CAPITAL ASSETS, NET	10,287,804.49
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,345,400.24
Other Assets	
18700 · Deferred Lease Asset	3,392,828.00
19000 · Deferred Outflows of PERS	293,553.00
Total Other Assets	3,686,381.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

10/31/22

As of August 31, 2022

Accrual Basis

	Aug 31, 22
TOTAL ASSETS	24,143,073.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	94,942.73
Total Accounts Payable	94,942.73
Credit Cards	
20112 · US Bank Visa	6,628.66
Total Credit Cards	6,628.66
Other Current Liabilities	
Payroll tax & Withholding Liab	
21100 · FEDERAL WITHHOLDING TAX	-3,635.00
21200 · STATE WITHHOLDING TAX	-1,420.97
21300 · STATE UNEMPLOYMENT TAX	70.20
21400 · SOCIAL SECURITY/MEDICARE TAX	-1,011.82
21600 · PERS CARE/MEDICAL INSURANCE	2,228.64
21700 · PERS RETIREMENT	-0.93
21800 · STATE DISABILITY INSURANCE	-383.80
Total Payroll tax & Withholding Liab	-4,153.68
20100 · LEASE PAYABLE TO HBDA	-18,433.00
20200 · NOTES PAYABLE	327,959.14
20400 · ACCRUED WAGES PAYABLE	33,725.81
20500 · ACCRUED INTEREST	24,369.79
20600 · ACCRUED VACATION PAYABLE	43,583.71
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,760.00
20802 · PLUG DEPOSITS ON HAND	1,020.00
20803 · SLIP DEPOSITS ON HAND	58,562.84
20804 · STORAGE DEPOSITS	3,806.15
20806 · LEASE SECURITY DEPOSIT	138,079.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,800.00
Total 20800 · DEPOSITS ON HAND	224,778.67
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
27201 · Deferred Inflows - OPEB	29,113.00
28000 · DEFERRED INCOME	159,055.45
28400 · DEFERREDINCOMECalTrans Spartina	1,283,843.39
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	6,793,458.51
Total Current Liabilities	6,895,029.90
Long Term Liabilities	
24001 · Gound Lease Amortization	-389,337.62
24003 · Groundlease Current Offset	-60,092.31
25500 · OPEB Liability	186,792.00
25700 · BOND PAYABLE 2014 REFINANCING	1,855,228.36
25800 · BBVA Loan Payable	1,009,728.58
25900 · LESS CURRENT PORTION	-327,959.14
27000 · Net Pension Liability	577,703.00
27200 · Deferred Inflows of PERS	590,149.00
27202 · Deferred Inflows - Leases	3,372,761.00
Total Long Term Liabilities	6,814,972.87
Total Liabilities	13,710,002.77
Equity	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2022

	<u>Aug 31, 22</u>
30500 · INVESTMENT IN FIXED ASSETS	9,404,911.59
30900 · RESTRICTED FUND BALANCE	1,634,559.85
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-1,711,555.09
31200 · GENERAL FUND BALANCE - Other	<u>1,059,133.67</u>
Total 31200 · GENERAL FUND BALANCE	-652,421.42
Net Income	<u>46,021.17</u>
Total Equity	<u>10,433,071.19</u>
TOTAL LIABILITIES & EQUITY	<u><u>24,143,073.96</u></u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

10/31/22

August 2022

Accrual Basis

	Aug 22	Jul - Aug 22
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	6.00	14.00
Total Donations	6.00	14.00
Dredging Revenue		
41318 · Dredging Surcharge - T	20,830.12	38,602.19
Total Dredging Revenue	20,830.12	38,602.19
Fees		
40108 · PERMITS-T	400.00	750.00
40808 · Pilotage Services - T	150.00	150.00
41818 · Late Charges/Interest - T	500.00	1,275.00
41819 · Late Charges/Interest - NT	75.00	700.00
Total Fees	1,125.00	2,875.00
Float Replacement Account		
41418 · Float Replacement	8,260.36	15,494.74
Total Float Replacement Account	8,260.36	15,494.74
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	-102,642.13	-102,642.13
Total Harbor Grants	-102,642.13	-102,642.13
Total Grant Revenue	-102,642.13	-102,642.13
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	19,435.88	24,903.88
Total Harbor Surcharge	19,435.88	24,903.88
Interest Revenue		
43108 · Interest Income - T	1,788.80	3,122.69
43109 · Interest Income - NT	27,978.00	55,956.00
Total Interest Revenue	29,766.80	59,078.69
Other Revenue		
45908 · Other Revenue - T	3.00	5.00
45909 · Other Revenue - NT	1,088.92	4,101.68
Total Other Revenue	1,091.92	4,106.68
Rent Income		
40218 · Slip Rents - T	54,232.93	101,107.75
40318.1 · Transient Rentals - T	4,757.08	8,263.83
40518 · Equipment Rent - T	380.00	380.00
40809 · Yard Rent - NT	1,021.20	2,042.40
41108 · Rents, Tidelands Leases - T	25,563.69	58,931.60
41309 · Storage - NT	4,172.77	7,776.54
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	10,015.38
41409 · Upland Rent - NT - Other	61,376.82	121,717.07
Total 41409 · Upland Rent - NT	66,384.51	131,732.45
Total Rent Income	156,512.18	310,234.57
Sales		
40119 · Concession Sales - NT	412.50	1,242.50
Total Sales	412.50	1,242.50
Tax Revenue		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

August 2022

	Aug 22	Jul - Aug 22
43509 · Property Tax Revenues	106,515.00	213,030.00
Total Tax Revenue	106,515.00	213,030.00
Utility Surcharge		
40409 · Utility Surcharge - NT	6,505.28	11,709.42
40418 · Utility Surcharge, Marina Dock	3,556.67	7,999.50
Total Utility Surcharge	10,061.95	19,708.92
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	33.73	147.59
Total Income	251,409.31	586,831.63
Gross Profit	251,409.31	586,831.63
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	0.00	1,005.00
52508 · Accounting Fees - NT	0.00	1,167.50
Total Accounting/Auditing Services	0.00	2,172.50
Communications		
51400 · Communications - NT	2,045.60	5,735.28
51408 · Communications - T	524.37	2,625.37
Total Communications	2,569.97	8,360.65
Conference & Meetings		
51500 · Conferences & Meetings - NT	454.34	1,240.64
51508 · Conferences & Meetings - T	-649.10	-489.52
Total Conference & Meetings	-194.76	751.12
Dredging Expense		
56708 · Dredging - GT	90.00	845.00
56718 · Dredging - MT	4,995.00	4,995.00
Total Dredging Expense	5,085.00	5,840.00
Engineering Services		
52400 · Engineering Fees - NT	1,708.45	3,570.04
52408 · Engineering Fees - T	2,898.75	5,111.25
Total Engineering Services	4,607.20	8,681.29
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	240.00
51200 · Automotive, Fuel- NT	833.36	2,742.17
51208 · Vessel Fuel	263.63	599.92
51218 · Automotive, Fuel - T	953.35	2,923.12
Total Fuel	2,170.34	6,505.21
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	5,000.00	5,000.00
Total Conservation Grant Expenses	5,000.00	5,000.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	-230,969.01	30.00
Total Harbor Grant Expenses	-230,969.01	30.00
Total Grant Expenses	-225,969.01	5,030.00
Insurance		
51800 · Insurance - NT	8,911.25	17,822.50
51808 · Insurance - T	1,286.18	2,414.25

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

10/31/22

August 2022

Accrual Basis

	Aug 22	Jul - Aug 22
Total Insurance	10,197.43	20,236.75
Interest Expense		
55108 · Interest Expense - T	4,579.00	9,158.00
55109 · Interest Expense - NT	8,357.32	16,713.06
Total Interest Expense	12,936.32	25,871.06
Legal Services		
52300 · Legal Fees - NT	2,409.00	4,557.37
52308 · Legal Fees - T	803.00	1,519.13
Total Legal Services	3,212.00	6,076.50
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	763.79	1,855.35
52710 · Repairs & Maint, Equip - NT	252.81	428.17
52718 · Repairs & Maint, Equip - T	34.28	5,311.72
Total Maintenance - Equipment	1,050.88	7,595.24
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,579.55	15,195.45
52719 · Repairs & Maint, Facilities - N	6,081.50	19,038.13
Total Maintenance - Facilities	8,661.05	34,233.58
Maintenance - IT		
57008 · Maintenance, IT Equip - T	287.50	637.00
57009 · Maintenance, IT Equip - NT	287.50	569.59
Total Maintenance - IT	575.00	1,206.59
Maintenance Supplies		
52008 · Maintenance Supplies - T	100.23	100.23
52010 · Maintenance Supplies - NT	1,692.68	3,092.72
Total Maintenance Supplies	1,792.91	3,192.95
Office Supplies		
51900 · Office Supplies - NT	4,341.15	7,384.34
51908 · Office Supplies - T	778.46	1,371.31
51918 · OFFICE EXPENSE M/T	20.26	40.50
Total Office Supplies	5,139.87	8,796.15
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	321.88	0.00
52110 · OUTSIDE SERVICES M/A	200.00	401.00
52118 · Outside Services, Other - T	110,562.66	0.00
Total Other Professional/Outside Serv	111,084.54	401.00
Permits		
51610 · Permits - NT	332.38	332.38
Total Permits	332.38	332.38
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	2,940.00
50208 · Commissioner's Salaries - T	630.00	1,260.00
Total Commissioners Fees	2,100.00	4,200.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	8,243.41	13,431.43
Total Contract Temporary Services	8,243.41	13,431.43
Payroll Burden		
50500 · Payroll Benefits, Other - NT	36,465.37	70,612.73

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

10/31/22

August 2022

Accrual Basis

	Aug 22	Jul - Aug 22
50508 · Payroll Benefits, Other - T	14,453.79	25,253.61
6560 · Workers' Comp	3,206.57	6,695.16
Total Payroll Burden	54,125.73	102,561.50
Salaries/Wages		
50100 · Salaries & Wages - NT	72,458.09	148,376.34
50108 · Salaries & Wages - T	0.00	0.00
Total Salaries/Wages	72,458.09	148,376.34
Total Personnel Expenses	136,927.23	268,569.27
Planning Services		
52200 · Planning Fees - NT	2,664.00	2,664.00
52208 · Planning Fees - T	16,050.57	670.00
Total Planning Services	18,714.57	3,334.00
Rent Expense		
54308 · Redwood Terminal 2 Lease Expns	17,650.00	33,170.18
Total Rent Expense	17,650.00	33,170.18
Small Tools		
52800 · Small Tools - NT	717.71	1,347.72
Total Small Tools	717.71	1,347.72
Utilities		
52909 · Utilities - NT	20,860.38	41,322.09
52918 · Utilities - T	5,963.56	11,492.32
53000 · Water, Sewer, & Refuse - NT	10,719.11	27,374.56
53008 · Water, Sewer, & Refuse - T	5,160.53	8,870.61
Total Utilities	42,703.58	89,059.58
55700 · Float Replacement Expense - MT	0.00	46.74
Total Expense	159,964.21	540,810.46
Net Ordinary Income	91,445.10	46,021.17
Net Income	91,445.10	46,021.17

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Humboldt Bay Harbor, Recreation & Conservation District

10/31/22

Account QuickReport

Accrual Basis

As of August 31, 2022

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Bill Pmt -Check	08/02/2022	ACH	Pacific Gas & Electric (8...	0074698259-4	-10,097.75
Liability Check	08/03/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,871.66
Liability Check	08/03/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,873.08
Liability Check	08/04/2022		QuickBooks Payroll Serv...	Created by Payro...	-23,526.52
Bill Pmt -Check	08/05/2022	1353	Moffatt & Nichol	Project 212991/0...	-230,999.01
Liability Check	08/05/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,282.72
Liability Check	08/05/2022	ACH	CalPERS 457 Program	450348	-1,760.75
Bill Pmt -Check	08/05/2022	ACH	CalPERS 457 Program	457Match 08/05/...	-325.00
Liability Check	08/05/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	08/05/2022	ACH	California State Disburse...	200000002142499	-461.53
Bill Pmt -Check	08/05/2022	1355	Redwood Community Ac...	RSC 5055131	-25,300.00
Bill Pmt -Check	08/05/2022	1356	Alber's Tractor & Ag Work	Mowing: Lagoon ...	-2,184.00
Bill Pmt -Check	08/05/2022	1357	An Electrician Inc	PO 1824, RWD	-1,314.68
Bill Pmt -Check	08/05/2022	1358	AT&T Internet	831-000-8571 571	-872.58
Bill Pmt -Check	08/05/2022	1359	Campton Electric Supply		-831.26
Bill Pmt -Check	08/05/2022	1360	City of Eureka (Sewer)	2001-901804-02	-2,650.60
Bill Pmt -Check	08/05/2022	1361	Clean Earth Environment...	PO 1797	-793.37
Bill Pmt -Check	08/05/2022	1362	Eureka Oxygen Company		-92.25
Bill Pmt -Check	08/05/2022	1363	Express Services, Inc.	28590512	-2,479.33
Bill Pmt -Check	08/05/2022	1364	Mission Uniform & Linen	299313	-647.24
Bill Pmt -Check	08/05/2022	1365	Nylex.net		-287.50
Bill Pmt -Check	08/05/2022	1366	Pacific Gas & Electric (N...	2072047	-393.39
Bill Pmt -Check	08/05/2022	1367	Pierson Building Center	1297	-2,192.05
Bill Pmt -Check	08/05/2022	1368	PPG Architectural Finishes	WIM Gangway	-265.70
Bill Pmt -Check	08/05/2022	1369	Southwest Answering Se...	06/16-07/13/202...	-201.00
Bill Pmt -Check	08/05/2022	1370	Standard Insurance Com...	ST 908447 0001	-227.80
Bill Pmt -Check	08/05/2022	1371	Total Compensation Syst...	GASB75 Roll-For...	-832.50
Bill Pmt -Check	08/05/2022	1372	World Oil Environmental S...	15055	-7,968.50
Bill Pmt -Check	08/05/2022	1373	US Postal Service	PO Box 1030 Re...	-398.00
Bill Pmt -Check	08/05/2022	1374	AT&T Phone	707 443-0800 07...	-483.63
Bill Pmt -Check	08/05/2022	1375	B & B Portable Toilets	RWD	-136.24
Bill Pmt -Check	08/05/2022	1376	City of Eureka (Water)	2001-901802-01	-4,659.56
Bill Pmt -Check	08/05/2022	1377	Humboldt Bay Municipal ...	9002.001 RMT2	-1,248.43
Bill Pmt -Check	08/05/2022	1378	Humboldt Bay Solar Fun...	HB0520	-18,140.57
Bill Pmt -Check	08/05/2022	1379	StewTel, Inc.		-132.00
Check	08/05/2022	1380	US Bank Corporate Pay...		-2,176.08
Bill Pmt -Check	08/05/2022	1381	Figas Construction	WIM Maintenanc...	-89,096.04
Bill Pmt -Check	08/05/2022	1382	Combined Benefits Admi...	Prefund Dental &...	-8,000.00
Liability Check	08/16/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,854.46
Liability Check	08/16/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,034.36
Liability Check	08/18/2022		QuickBooks Payroll Serv...	Created by Payro...	-23,924.44
Bill Pmt -Check	08/19/2022	1383	101Netlink	WIM	-370.00
Bill Pmt -Check	08/19/2022	1384	B & B Portable Toilets	WIM 4th of July	-393.45
Bill Pmt -Check	08/19/2022	1385	BDI - M&S Arcata	WIM	-32.78
Bill Pmt -Check	08/19/2022	1386	Englund Marine Supply		-545.80
Bill Pmt -Check	08/19/2022	1387	Eureka Glass Company, ...	Tempered Glass ...	-253.72
Bill Pmt -Check	08/19/2022	1388	Express Services, Inc.	28590512	-1,211.49
Bill Pmt -Check	08/19/2022	1389	Figas Construction	Removing Dredg...	-1,200.00
Bill Pmt -Check	08/19/2022	1390	HSU Sponsored Progra...	Q2 2022 Ports, A...	-10,054.85
Bill Pmt -Check	08/19/2022	1391	Humboldt Waste Manag...	WIM	-272.11
Bill Pmt -Check	08/19/2022	1392	Mill Yard, The		-71.60
Bill Pmt -Check	08/19/2022	1393	Mission Uniform & Linen	299313	-253.20
Bill Pmt -Check	08/19/2022	1394	Mitchell Law Firm, LLP		-2,864.50
Bill Pmt -Check	08/19/2022	1395	Napa Auto Parts		-312.54
Bill Pmt -Check	08/19/2022	1396	Network Help To Go	August IT Services	-575.00
Bill Pmt -Check	08/19/2022	1397	Northern California Glove	3474	-344.32
Bill Pmt -Check	08/19/2022	1398	Pacific Gas & Electric (1...	Acct #06704919...	-2,111.92
Bill Pmt -Check	08/19/2022	1399	Pacific Gas & Electric (3...	6598073494-4	-205.45
Bill Pmt -Check	08/19/2022	1400	Pintermedia LLC	HBHD - Yearly D...	-25.00
Bill Pmt -Check	08/19/2022	1401	Recology Eel River	061097997	-440.14
Bill Pmt -Check	08/19/2022	1402	Recology Humboldt Cou...	061218064	-729.18
Bill Pmt -Check	08/19/2022	1403	Recology Humboldt Cou...	A0060000265	-2,315.73
Bill Pmt -Check	08/19/2022	1404	RMI Outdoors		-1,687.85
Bill Pmt -Check	08/19/2022	1405	Shafer's Ace Hardware	1586	-51.98
Bill Pmt -Check	08/19/2022	1406	Shelter Cove Fishing Pre...	SC Janitorial Aug...	-2,083.33
Bill Pmt -Check	08/19/2022	1407	Shelter Cove Resort Imp...	SC	-392.29
Bill Pmt -Check	08/19/2022	1408	StewTel, Inc.		-327.30
Bill Pmt -Check	08/19/2022	1409	Valley Pacific Petroleum ...	114137	-4,019.35

Humboldt Bay Harbor, Recreation & Conservation District

10/31/22

Account QuickReport

Accrual Basis

As of August 31, 2022

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/19/2022	1410	Verizon Wireless		-379.74
Bill Pmt -Check	08/19/2022	1411	Western Chainsaw	VOID: WIM	0.00
Bill Pmt -Check	08/19/2022	1412	World Oil Environmental S...	15055	-813.87
Bill Pmt -Check	08/19/2022	1413	ACWA JPIA	215	-25,778.31
Bill Pmt -Check	08/19/2022	1414	Tenera Environmental Inc.	20236001	-35,094.92
Bill Pmt -Check	08/19/2022	1415	Verizon Wireless		-114.66
Bill Pmt -Check	08/19/2022		Western Chainsaw	QuickBooks gen...	0.00
Bill Pmt -Check	08/19/2022	1420	David L. Moonie & Co., L...		-1,340.00
Bill Pmt -Check	08/19/2022	1421	Humboldt Community Se...	3165	-481.99
Bill Pmt -Check	08/19/2022	1422	Staples Credit Plan	6035 5178 1247 ...	-123.72
Bill Pmt -Check	08/19/2022	1423	Thomas Gast & Associat...	WIM Bathymetric...	-4,995.00
Liability Check	08/19/2022	1417	Operating Engineers Loc...	94-2262845	-348.88
Liability Check	08/19/2022	1418	Franchise Tax Board		-323.62
Liability Check	08/19/2022	1419	Franchise Tax Board		-100.00
Liability Check	08/19/2022	ACH	California State Disburse...		-461.53
Liability Check	08/19/2022	ACH	State Disbursement Unit		-233.53
Liability Check	08/19/2022	ACH	CalPERS 457 Program	450348	-1,560.75
Liability Check	08/19/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,010.50
Bill Pmt -Check	08/19/2022	ACH	CalPERS 457 Program	457Match 08/19/...	-300.00
Bill Pmt -Check	08/19/2022	ACH	PERS Unfunded Accrue...	2233447024	-9,027.67
Bill Pmt -Check	08/29/2022	1424	Electronic Locksmith, Inc.	PO #1832	-4,820.44
Bill Pmt -Check	08/30/2022	ACH	FrancoTyp-Postalia	466106100	-300.00
Liability Check	08/30/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,804.77
Liability Check	08/30/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,646.82
Check	08/31/2022			Service Charge	-242.32
Total 10200.1 - Cash in PNC, Checking					-615,697.03
TOTAL					-615,697.03



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
November 10, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 31, 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

November 10, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: November 3, 2022

TITLE: Consider Adopting Resolution 2022-14: Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes

STAFF RECOMMENDATION: Staff recommends that the Board receive a staff report, receive public comment, and adopt Harbor District Resolution No. 2022-14 which includes:

- Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt
- Establishing Findings Relative to the Permit Application for the Humboldt Bay Master Water Intakes
- Approving Permit 2022-02 with conditions for the Humboldt Bay Master Water Intakes

Alternative Recommendation: Receive staff report, receive public comment, and continue hearing to a date certain (i.e., 12/8/22 or 1/12/23)

SUMMARY: The Humboldt Bay Harbor, Recreation, and Conservation District (District) proposes to modernize and operate two formerly used water intake systems in Humboldt Bay and install new pumps, piping, and meters to deliver bay water to existing and future District tenants. Improvement of the water intakes is part of a long-term District program to develop facilities for use by aquaculture and other sea-water-dependent tenants. 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 (Figure 1). The proposed project includes bay water withdrawal and pumping to manifolds at specific upland points that will be connected to future permitted water users. The project also includes off-site habitat restoration to offset any reduction in the bay's biological productivity that will result from water withdrawal and entrainment of aquatic larvae. Habitat restoration work will include pile removal at the District's Kramer Dock property located in Fields Landing and will be phased in conjunction with the phasing of water withdrawal quantities. Impact mitigation includes habitat restoration associated with modeled impacts to longfin smelt.

BACKGROUND: District staff has been pursuing permits for the master water intake system and has filed permit applications with the California Coastal Commission (CCC), California Department of Fish and Wildlife (CDFW), U.S. Army Corps of Engineers (USACE), and the North Coast Regional Water Quality Control Board (NCRWQCB). The project also requires a Harbor District Permit. Consistent with District Ordinances and the Harbors and Navigation Code, an application was filed and accepted for filing by the Board on March 4, 2022, a Notice of Application was published and sent to adjacent property owners and regulatory agencies. The County of Humboldt is the CEQA lead agency and certified an Environmental Impact Report (EIR) for the Samoa Peninsula Land-based Aquaculture Project (SCH#2021040532) on August 4, 2022. In addition to the water intakes, the EIR, which was approved by the County, evaluates upland development that is not within Harbor District Permit jurisdiction and therefore not covered by this Harbor District Permit. The water intakes and portions of the project that are within the Harbor District’s regulatory jurisdiction will occur within Humboldt Bay and the adjacent tidelands as summarized in the discussion below and detailed in the Humboldt Bay Master Water Intakes: Project Description (PD) (v7; updated 10/21/22).

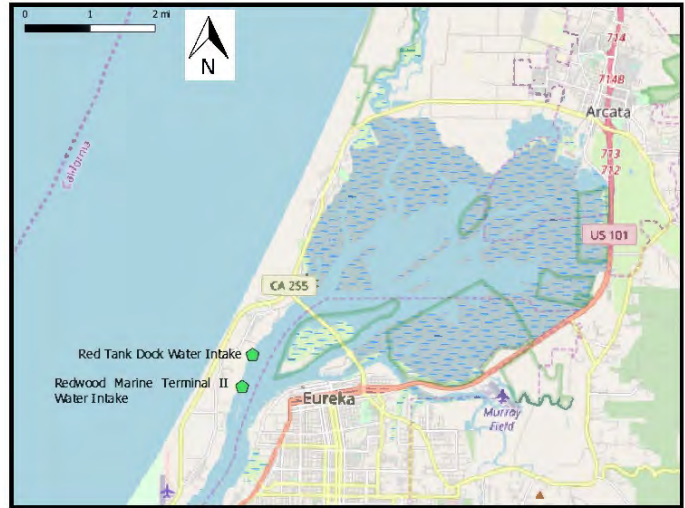


Figure 1: Location of proposed water intakes in Humboldt Bay, California.

DISCUSSION: Water Intakes. The proposed project includes improvements to existing water intake structures at the two sites, RMT II and Red Tank docks, including new pumps and intake screens (as described in Project Description Sections 6 and 7). The water intake systems were operated by a pulp mill from around 1966 until the mill was closed in 2008. The proposed project involves bay water withdrawal and pumping to manifolds at specific upland points that will be connected to future water users. The two intakes will be operated and managed as a single system as they both feed into a common manifold and distribution system. They will be designed such that one intake can operate alone while the other intake is offline for maintenance. Additional details of the proposed system can be found in the Project Description.

The District will manage the water supply to tenants in compliance with approved permits. The volume of water withdrawn will occur in three phases (See Project Description Section 2 for more information):

- Phase I: Intake of bay water between 0 to 694 gpm.
- Phase II: Intake of bay water between 695 to 1,250 gpm.
- Phase III: Intake of bay water between 1,251 to 8,250 gpm

Eelgrass Avoidance. Eelgrass will be avoided during installation and maintenance of the intake systems. A qualified biologist will be present on-site to help monitor and avoid impacts to eelgrass

while work is being performed in areas that may impact eelgrass habitat. Installation and maintenance activities shall comply with the Eelgrass Protection Plan (see Project Description Section 8).

Aquatic Species Entrainment and Habitat Restoration. The project also includes off-site habitat restoration to offset any reduction in the bay's biological productivity that will result from water withdrawal and entrainment of aquatic larvae. Based on consultation with agencies, the Harbor District has identified habitat restoration opportunities. Habitat restoration work will include pile removal at the District's Kramer Dock property located in Fields Landing and will be phased in conjunction with the phasing of water withdrawal quantities. See Project Description Sections 9, 10, and 11 for more information.

The Harbor District will complete compensatory off-site habitat restoration activities to (1) offset a small reduction in the Humboldt Bay's biological productivity as a result of entrainment of zooplankton, and (2) compensate for the potential take of longfin smelt (LFS) larvae during the operation of the two sea chests. Compensatory off-site habitat restoration will include pile removal and will be implemented in association with the phased withdrawal of water through the two water intakes as summarized below and further described in Project Description (PD) Section 11.

- Phase I: intakes between 0 to 694 gpm
 - Impact Mitigation: Consistent with other intake permits to withdraw Bay water, and with the project design features incorporated into the project, the effects of this small amount of water withdrawal are considered de minimis and habitat restoration to offset impacts to bio-productivity are not necessary.
- Phase II: intakes between 695 to 1,250 gpm
 - Impact Mitigation: The Harbor District will compensate for project-related impacts to Longfin Smelt (LFS) by implementing the revised FEIR version of Mitigation Measure BIO-6a (Longfin Smelt Mitigation), which consists of "habitat creation or enhancement to provide Longfin Smelt spawning, rearing, or nursery habitat capable of producing the number of Longfin Smelt larvae lost to entrainment." The mitigation measure goes on to provide an estimate of impact and a formula for calculating the area of mitigation required.
- Phase III: intakes between 1,251 to 8,250 gpm.
 - Pre-mitigation Studies: Prior to withdrawing bay water at Phase III levels, the District will complete an Entrainment Study as approved by CDFW via MOU (see PD Attachment F and G). The estimate of impact and a formula for calculating the area of mitigation required shall be updated to reflect the results of the Entrainment Study. (NOTE: the methodology shall remain the same.)
 - Impact Mitigation: The Harbor District will compensate for project-related impacts to biological productivity by removing up to 988 creosote piles and 151 crossbeam supports attached to the pilings. The location of these piles/crossbeams is the Kramer Dock site as outlined in PD Attachment E (Humboldt Bay Master Water Intakes Project, Kramer Dock Pile Removal, Eelgrass Protection Plan and Compensation for Potential Loss of Biological Productivity; 8/15/22).

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The County of Humboldt prepared and adopted an Environmental Impact Report (EIR) (SCH #2021040532) for the Samoa Peninsula Land-Based Aquaculture Project; the Humboldt Bay Master Water Intakes System is a portion of the overall project evaluated in that EIR. In addition to the proposed project, the EIR assesses other proposed facilities in upland areas adjacent to the proposed project. Mitigation measures were developed for affected environmental factors, reducing potential impacts to less than significant. The EIR determined that the project's impact will be less than significant with mitigation incorporated. The proposed EIR was made available for the public's review and comment via a Notice of Availability, with a comment period from December 20, 2021 to February 18, 2022. The EIR was adopted by the Humboldt County Planning Commission on August 4, 2022.

The Harbor District is a CEQA Responsible Agency for this project and must review and consider the information contained in the EIR prior to reaching a decision on the project (CEQA Guidelines Section 15096(f)). A Responsible Agency has responsibility for mitigating or avoiding only the direct and indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve (CEQA Guidelines Section 15096 (g)(1)).

STATUS OF OTHER PERMITS:

- CEQA: The County of Humboldt is the CEQA lead agency and certified an Environmental Impact Report (EIR) for the Samoa Peninsula Land-based Aquaculture Project (SCH#2021040532) on August 4, 2022. Nordic Aquafarms and the Harbor District were joint applicants. At the time of the writing of this staff report, potential litigation has been filed against the County and Nordic associated with the certified CEQA document.
- CDP Permit for terrestrial portions of project: At that same hearing on August 4, 2022, the County also approved a Coastal Development Permit (CDP) for the terrestrial portions of the project. Nordic was the sole applicant on this CDP. On October 8, 2022 the Coastal Commission received five appeals of that CDP. These appeals could be denied or heard by the Coastal Commission in the coming weeks/months. The five appeals are provided in Attachment B.
- CDP Permit for effluent discharge: Nordic Aquafarms has submitted a CDP to the Coastal Commission for the effluent discharge and responded to questions from Coastal Commission staff. This CDP is likely to go before the Coastal Commission in early 2023.
- CDP Permit for baywater intake system: The Harbor District has submitted a CDP to the Coastal Commission for the water intake system and responded to questions from Coastal Commission staff. This CDP is likely to go before the Coastal Commission in early 2023.
- Section 10 Permit and Biological Assessment for baywater intake system: The Harbor District has submitted a Section 10 Permit and Biological Assessment to the US Army Corp of Engineers for the water intake system and responded to questions from USACE staff. The Section 10 Permit and BA is likely to be acted upon by USACE in early 2023.

- 401 Permit for baywater intake system: The Harbor District has submitted a 401 permit to the Water Board for the water intake system and responded to questions from Water Board staff. This 401 is likely to go before the Water Board in early 2023.
- Incidental Take Permit for baywater intake system: The Harbor District has coordinated extensively with California Department of Fish and Wildlife to prepare an Incidental take Permit for longfin smelt. The permit is scheduled to be reviewed by CDFW in early 2023.
- NPDES for Outfall: Nordic Aquafarms is coordinating with the Water Board regarding a NPDES permit for their outfall discharge. This 401 is likely to go before the Water Board in early 2023.

ATTACHMENTS:

A. Resolution No. 2022-14 Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes

A-1. Harbor District Permit 2022-02 for the Humboldt Bay Master Water Intakes

Exhibit to A-1. Methods and BMPs for Pile Removal at Kramer Dock

Documents incorporated here by reference are on file with the Harbor district and available online:

- [Copies of the Appeals to the Coastal Commission for the Coastal Development Permit for the Terrestrial Portions of the Project](#)
- [Humboldt Bay Master Water Intakes: Project Description \(v7; updated 10/21/22\)](#)
- Samoa Peninsula (Nordic Aquafarms) Land-Based Aquaculture Project California Environmental Quality Act (CEQA) documents: Final and Draft Environmental Impact Report (EIR) <https://humboldt.gov/3218/Nordic-Aquafarms-Project>

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

RESOLUTION NO. 2022-14

A Resolution Certifying an Environmental Impact Report (EIR) previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges;

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts;

WHEREAS, the Humboldt Bay Harbor, Recreation, and Conservation District proposes to establish the Humboldt Bay Master Water Intakes "Project"; and

WHEREAS, the Project was subject of an Environmental Impact Report (EIR) prepared by the County of Humboldt as the lead agency under the California Environmental Quality Act (CEQA) (SCH#2021040532) and that EIR was certified by the County on August 4, 2022; and

WHEREAS the California Environmental Quality Act requires that in the approval of a project for which a EIR has been prepared the decision-making body shall review said EIR and make certain findings regarding the significant effects on the environment identified in the EIR; and

WHEREAS the Board of Commissioners does hereby certify that acting as a responsible agency for the Project under CEQA it has considered the information contained in such EIR, and concurs in the analysis and conclusions set forth in said documents; and

WHEREAS, the EIR for the Project is, by this reference, incorporated into this Resolution as if fully set forth herein; and

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District has been presented with certain evidence relating to the impact of the Humboldt Bay Master Intakes project upon the air, land, environment, and ecology of the Bay under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

1. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:
 - a) The proposed uses are necessary to promote public safety, health, comfort, and convenience of the public;
 - b) The proposed uses are required by the public convenience and necessity;
 - c) The proposed uses will not have any substantial adverse environmental or ecological effect;
 - d) The proposed use is consistent with the Humboldt Bay Management Plan;
 - e) The permit, right, or privilege is reasonably required by public convenience to promote growth, and to meet area demands, and does not adversely affect the environment or ecology of the area to any substantial degree; and
 - f) The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

2. That the Board of Commissioners does hereby make the following findings: (1) it has independently reviewed and analyzed the EIR and other information in the record and has considered the information contained therein prior to acting upon or approving the portion of the Project before the Board for consideration, (2) the EIR prepared for the Project has been completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA, and (3) the EIR represents the independent judgment and analysis of the Humboldt Bay Harbor District as a responsible agency for the Project.

Therefore, based upon all of the foregoing, the Harbor District as a responsible agency under CEQA, hereby certifies the EIR prepared for the Project. The EIR is on file at the Humboldt Bay Harbor, Recreation and Conservation District Office, 601 Startare Drive, Eureka, CA 95501, and available for inspection by any interested person.

3. That the Board approves Harbor District Permit No 2022-02 conditionally approving the Humboldt Bay Master Water Intakes (Attachment A1).

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on November 10, 2022, by the following polled vote:

AYES:
NOES:
ABSENT:

ATTEST:

GREG DALE, Chair
Board of Commissioners

RICHARD MARKS, Secretary
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. 2022-14 entitled,

A Resolution Certifying an Environmental Impact Report (EIR) previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes

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 10th of November 2022; 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 10th day of November 2022.

**RICHARD MARKS, Secretary
Board of Commissioners**

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

PERMIT

Permit No. 2022-02

**601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030**

Permittee:

Humboldt Bay Harbor, Recreation, and
Conservation District
Contact: Rob Holmlund
601 Startare, Eureka, CA 95501
(707) 443-0801
rholmlund@humboldtbay.org

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as “**District**”, having considered the Application herein, number 2022-02, filed by Humboldt Bay Harbor, Recreation, and Conservation District, hereinafter referred to as “**Permittee**”, and the **Humboldt Bay Harbor, Recreation and Conservation District** as a responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination certifying the Environmental Impact Report (EIR) (SCH #2021040532) and the Board of Commissioners of the **District** having on November 10, 2022, passed Resolution No. 2022-14 establishing findings relative to the Application by **Permittee** for the Humboldt Bay Master Water Intakes as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District**.

You are hereby authorized to conduct that activity described in the Permit Application of **Permittee** consisting of:

The Project will modernize and operate two formerly used bay-water intake systems in Humboldt Bay to deliver bay water to existing and future District tenants. 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 proposed project includes bay water withdrawal and pumping to manifolds at specific upland points that will be connected to by future water users. The project also includes off-site habitat restoration. Habitat restoration work will include pile removal at the District’s Kramer Dock property located in Fields Landing and will be phased in conjunction with the phasing of water withdrawal quantities.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.
2. That all work authorized by this Permit shall further be subject to the approval of the following public agencies as applicable:
 - A. United States Army Corps of Engineers
 - B. North Coast Regional Water Quality Control Board
 - C. California Coastal Commission
 - D. California Department of Fish and Wildlife

and **Permittee** shall fully comply with all regulations and conditions affecting such work as imposed by the above agencies.

3. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on 11/10/23. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date. The Executive Director may administratively grant up to four one-year extensions.
4. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
5. That the mitigation measures applicable to the Master Water Intakes described in the Project's Environmental Impact Report are made conditions of this permit by reference including, but not limited to, BIO-6a (Protection of Longfin Smelt) as revised in the Final EIR (see conditions 6 and 7 below). The permittee and any and all contractors completing work for the project must follow the District's Methods and Best Management Practices for Pile Removal at Kramer Dock Site (Exhibit 1).
6. The Harbor District will complete compensatory off-site habitat restoration activities to (1) offset a small reduction in the Humboldt Bay's biological productivity as a result of entrainment of non-special status larval species, and (2) compensate for the potential take of longfin smelt (LFS) larvae during the operation of the two sea chests. Compensatory off-site habitat restoration will include (1) pile removal and (2) habitat creation or enhancement to provide Longfin Smelt spawning, rearing, or nursery habitat. The compensatory off-site habitat restoration would be pro-rated based on the system's capacity. Compensatory off-site habitat restoration will be implemented in associated with the phased withdrawal of water through the two water intakes as follows:
 - A. Phase I.
 - Volume: This Phase includes intakes between 0 to 694 gpm.
 - Impact Mitigation: Consistent with other intake permits to withdraw Bay water, and with the project design features incorporated into the project, the effects of

this small amount of water withdrawal are considered de minimis and habitat restoration to offset impacts to bio-productivity are not necessary.

- Timing: Water withdrawal for up to 694 gpm is expected to begin after all permits are approved and all conditions of approval of all agencies are met.
- Phase II.
 - Volume: This Phase includes intakes between 695 to 1,250 gpm.
 - Impact Mitigation Longfin Smelt (LFS): The Harbor District will compensate for project-related impacts to Longfin Smelt (LFS) by implementing the revised FEIR version of Mitigation Measure BIO-6a (Longfin Smelt Mitigation), which consists of “habitat creation or enhancement to provide Longfin Smelt spawning, rearing, or nursery habitat capable of producing the number of Longfin Smelt larvae lost to entrainment.” The mitigation measure provides an estimate of impact and a formula for calculating the area of mitigation required.
 - Timing: Water withdrawal at this level will not begin until after Phase II mitigation is completed and Phase II Conditions of Approval are satisfied.
 - Timing: Regardless of tenant/user, the District will not initiate this Phase II of withdrawal until the associated mitigation and conditions of approval are met. In addition, the District will not allow any collective combination of tenant(s)/user(s) to exceed 1,250 gpm unless/until additional permits are acquired.
- Phase III.
 - Volume: This Phase includes intakes between 1,251 to 8,250 gpm.
 - Pre-mitigation Studies: Prior to withdrawing bay water at Phase III levels, the District will complete an Entrainment Study as approved by CDFW via MOU (see Project Description (PD) Attachment F and G) and as outlined in:
 - CDFW (1/3/22). Memorandum of Understanding: Section 2081(A) Take Permit for The Humboldt Bay Intake Entrainment Study. See PD Attachment F.
 - Tenera Environmental (1/5/22). Project Implementation Plan for Ichthyoplankton Collection at the Samoa Peninsula Water Intakes. See PD Attachment G.
 - Impact Mitigation:
 - The Harbor District will compensate for project-related impacts to biological productivity by removing up to 988 creosote piles and 151 crossbeam supports attached to the pilings.
 - The location of these piles/crossbeams is the Kramer Dock site as outlined in PD Attachment E (Humboldt Bay Master Water Intakes Project, Kramer Dock Pile Removal, Eelgrass Protection Plan and Compensation for Potential Loss of Biological Productivity; 8/15/22).
 - The pile/crossbeam removal will serve as compensatory restoration for biological productivity foregone as a result of the water intakes. This is intended to create space for eelgrass (*Zostera marina*) habitat while enhancing a larger tidal habitat area, and in turn, supporting biological productivity. Per PD Attachment K, this will also remove an estimated 308 tons of potentially toxic creosote-soaked wood from the bay. The piles collectively have a surface area of 30,660 square feet that is

exposed daily to the water column of the bay. As outlined in PD Attachment I, the total habitat restoration area is 2.69 acres.

- Impact Mitigation Location: The District will utilize the location described in PD Attachment I for the off-site restoration and will utilize the BMPs outlined in PD Attachment J. These BMPs are designed to avoid impacts to eelgrass as well as to prevent the potential mobilization of contaminants into the Bay.
- Timing: If necessary, the Harbor District will consult with other regulatory agencies to further develop details of the habitat restoration prior issuance of permits required for pile removal.
- Timing: Water withdrawal at this level will not begin until after Phase III restoration is completed and Phase III Conditions of Approval are satisfied.
- Timing: Regardless of tenant/user, the District will not initiate this Phase III of withdrawal until the associated mitigation and conditions of approval are met. In addition, the District will not allow any collective combination of tenant(s)/user(s) to exceed 8,250 gpm unless/until additional permits are acquired.

7. The Humboldt Bay Harbor District shall mitigate for the potential loss of Longfin Smelt larvae due to entrainment by the intakes. The number of larvae that could potentially be entrained by the intakes is currently estimated to be approximately 24,000. A more precise number will be confirmed when monthly larval surveys are completed in December 2022 followed by entrainment modeling.

A. Mitigation shall consist of the following:

1. Habitat creation or enhancement to provide Longfin Smelt spawning, rearing, or nursery habitat capable of producing the number of Longfin Smelt larvae lost to entrainment. Habitat creation or enhancement shall be within tributaries of Humboldt Bay in areas of fresh and/or brackish water and shall create habitat suitable for spawning and may include debris (e.g., pile) removal.
2. The area of habitat to be provided will be based on the area needed to support the number of spawning female Longfin Smelt needed to provide the target number of larvae. The mitigation will be based on an estimate that a single female Longfin Smelt requires 43 square feet (4 square meters) for spawning.
3. For this mitigation measure, the number of larvae produced per female is 1,000.

B. The total mitigation area will be calculated on a 1:1 basis. The equation to determine mitigation area will be: $([\text{larvae entrained}]/[1,000 \text{ larvae per female}]) \times (43 \text{ square feet})$. Based on current sampling and calculations the mitigation area would be $(24,000/1,000) \times 43 = 1,032$ square feet of habitat replacement area.

8. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide

preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.

9. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.
10. That there shall be no unreasonable interference with navigation by the work herein authorized.
11. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
12. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
13. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
14. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
15. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water

pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.

16. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.
17. That this Permit is valid as of November 10, 2022 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth herein and executing said approval as hereinafter provided.

EXECUTED on this 10th day of November 2022, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

GREG DALE, Chair
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District

Humboldt Bay Harbor, Recreation, and Conservation District, **Permittee**, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **District**, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

Humboldt Bay Harbor, Recreation, and Conservation District, **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may

suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorney's fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: _____

Humboldt Bay Harbor District Representative

Exhibit 1

Methods and Best Management Practices for Pile Removal at Kramer Dock Site

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



EXECUTIVE DIRECTOR: Larry Oetker

Methods and Best Management Practices for Pile Removal at Kramer Dock Site (10/21/22)

Objectives

The objectives of these Best Management Practices (BMPs) are to avoid impacts to eelgrass, to avoid the mobilization of contaminants, and to control turbidity and sediments re-entering the water column during the process of removing piles from the Kramer Dock site.

Methods

Pile removal will be conducted from shore and/or from a barge. A crane with a boom carrying a vibratory hammer and timber clamp will be used to remove the piles. Piles that break off above the bottom will be reattached to the vibratory hammer and removed. If a pile cannot be fully extracted, it will be cut off one foot below the mudline using a saw.

Removal with barge: The crane referenced above would be on a barge. The barge would be approximately 80' X 100' with a 4' draft and would be moved with a small tugboat. After being placed on the barge, the piles would be transferred to land and then transported to and disposed of at an appropriate upland location.

Removal from shore: The crane referenced above would operate from the shore immediately adjacent to the bay. The piles would be transported to and disposed of at an appropriate upland location.

Best Management Practices

The following best management practices (BMP) will be followed:

Best Management Practices	BMPs to Avoid Impacts to Eelgrass	BMPs to Minimize Sediment and Contaminant Mobilization
Harbor District staff or a designated representative will be present to ensure that these BMPs are adhered to.	X	X
Neither the barge nor the tug will anchor during the project. The barge may attach to existing piles to maintain its position.	X	X
During the barge method, piles will be removed at a tide of sufficient elevation to float the barge and tugboat adjacent to the piles being removed without scarring the mudflats or injuring eelgrass.	X	X
Grounding of the barge will not be permitted.	X	X
A floating containment boom will surround each pile being removed to collect any debris. To collect debris that floats below the surface but does not sink to the bottom, weighted plastic mesh (similar to orange construction fencing) will be attached to the boom and extended across the area surrounding the pile. If debris sinks to the bottom, then it will be removed by a diver.	X	X
All equipment will be checked before use to minimize risk of petroleum product releasing to the bay. A spill response kit, including oil absorbent pads will be on-site to collect any petroleum product that is accidentally released.	X	X

Methods and Best Management Practices for Pile Removal at Kramer Dock

Best Management Practices	BMPs to Avoid Impacts to Eelgrass	BMPs to Minimize Sediment and Contaminant Mobilization
The crane and tug operators will be experienced with vibratory pile removal.	X	X
The crane operator will break the soil/pile bond prior to pulling to limit pile breakage and sediment adhesion.	X	X
All work should be confined to within the floating containment boom.		X
Piles will be removed slowly to limit sediment disturbance.	X	X
Piles will not be hosed off, scraped, or otherwise cleaned once they are removed from the sediment.	X	X
Piles will be placed in a containment area on the barge to capture sediment attached to the piles.	X	X
The containment area will be lined with plastic sheeting to not allow sediment or residual water to reenter the bay.	X	X
Sawdust or woody debris generated from pilings that are cut 1 foot below the mudline using a saw are to be retrieved and placed in the containment area	X	X
Holes left in the sediment by the pilings will not be filled. They are expected to naturally fill.	X	
Piles and debris will be removed from the barge carefully and moved to a designated site for disposal preparation. Prior to disposal, the piles and debris will be stored on a paved surface, covered with tarps, and surrounded by an erosion boom, straw waddle, or hay bale perimeter.	X	X
All removed piles or portions of piles will be disposed of at an authorized facility. No piles or portions of piles will be re-used in Humboldt Bay or along shoreline areas.	X	X
Land operations will avoid wetlands mapped at the site.		



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STAFF REPORT
HARBOR DISTRICT MEETING
November 10, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: November 1, 2022

TITLE: Authorize the Executive Director to negotiate and enter into an Agreement for Bond Counsel Services to support the Dredging of Woodley Island Marina

STAFF RECOMMENDATION: Staff recommends the Board: Authorize the Executive Director to negotiate and execute an Agreement for Bond Counsel Services for the purposes of dredging.

SUMMARY: On September 8, 2022, Staff provided a dredging update for Woodley Island Marina, sharing the preliminary survey data collected as to the deteriorating conditions of certain fairways and slips at Woodley Island Marina. Estimations for required dredging suggest volumes of as much as 75,000 to 100,000 cubic yards. As available dredge surcharge funds will not support such a volume, staff have begun to research borrowing options to support the needed action.

DISCUSSION: As dredging is a recurring need in the general operation of the Woodley Island Marina and the Dredge Surcharge Fees do not generate enough annual revenue to support the cost of large-scale dredging, Staff began establishing a borrowing proforma in which the annual dredge surcharge fees and other District revenues may be pledged to borrow a principal value significant to enough to support sizeable dredging. The current borrowing goal is such that reasonable dredging may take place in the coming work window of 2023 which will be done in a manner that will allow the District to then establish a recurring maintenance dredge cycle.

On February 27, 2020, the Board reviewed the dredge subcommittee's recommendation regarding financing for dredging. The subcommittee recommended the following:

- Goal is to raise approximately 50% of dredging costs from dredge surcharge fees and 50% from other District revenue.
- Establish a realistic strategy is to allocate funding that allows us to dredge more than accumulates and over time gradually remove "backlog".
 - Dredge smart and manage marina slips more effectively.
 - Establish goal to increase occupancy rates by 10% thus increasing revenue without raising fees.

- Promptly remove abandoned and delinquent vessels to make room for paying customers.
- Coordinate with other dredging events around the bay to save on mobilization costs.
- Have USACOE dredge the Eureka federal channel. Lack of federal maintenance of the channel is significantly impacting sediment accumulation in WIM.
- Continue to get permits to utilize suction dredge and Samoa Peninsula disposal.
- Sell existing dredge if we either can't get permits or determine that it is not the best dredge to meet our dredging needs.
 - Put revenues back in dredge fund

The District is working with Caltrans and the US Coast Guard to coordinate dredging contracting to save on mobilization costs in FY 2023. We will very likely only have sufficient funds to dredge prioritized areas and not the full 75,000 -100,000 cubic yards of material in 2023. A second dredging event should be planned to coincide with the upcoming new heavy lift marine terminal dredging which is tentatively scheduled for the 2025-2026 timeframe. The District will save on mobilization costs, continue to collect a dredge surcharge fee; and have additional revenue from the operational leases associated with offshore wind to cover the dredging event.

The attached scope of work would be for a two (2) year period and would assist the District with potentially financing: Woodley Island Marina Dredging Project, Miscellaneous Projects including: roof replacement, marina float replacement and stormwater system improvement, and potential refinancing of CalPERS Unfunded Liability and/or other outstanding long-term indebtedness with potential for the creation of cash flow savings.

ATTACHMENTS:

- A. Agreement for Bond Counsel Services

AGREEMENT FOR BOND COUNSEL SERVICES

THIS AGREEMENT is made and entered into this ____ day of November, 2022, by and between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT (the “District”), whose address is 601 Startare Drive, Eureka, CA 95501, and WEIST LAW LLP (the “Bond Counsel”), whose address is 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (the “Agreement”).

WITNESSETH:

WHEREAS, the District desires to undertake certain capital improvement projects that are likely to require loan and/or grant funding from state, federal and possibly public/private capital sources (each a “Financing”), including (i) Woodley Island Marina Dredging Project (the “Dredging Project), (ii) Miscellaneous Projects involving roof replacement, marina float replacement and stormwater system improvement, and (iii) potential refinancing of CalPERS Unfunded Liability and/or other outstanding long-term indebtedness with potential for the creation of cash flow savings (collectively, the “Projects”); and

WHEREAS, the District may desire to finance and/or refinancing the Projects with municipal (the “Tax-Exempt Financing,” and together with the CalPERS Refinancing, the “Financing”); and

WHEREAS, the District desires to retain Bond Counsel to do the necessary consulting and legal work to arrange and procure Financing, as outlined in Exhibit A, including the issuance of tax-exempt and/or taxable Financing obligations (the “Obligations”) for approved Projects upon the terms and conditions hereinafter set forth; and

WHEREAS, Bond Counsel regularly works with special districts to undertake legal and financial proceedings of the nature and scope contemplated by this Agreement; and

WHEREAS, the District shall pay Bond Counsel for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B; and

WHEREAS, the District desires to retain Bond Counsel to do the necessary consulting, legal and analytical work hereinafter outlined, upon the terms and conditions hereinafter set forth, and to structure, issue and deliver Obligations as contemplated herein; and

WHEREAS, Bond Counsel is specifically trained and experienced in the conduct of Financing proceedings for accomplishing the issuance of the Obligations, and hereby represents that it is ready, willing and able to perform said work; and

NOW, THEREFORE, in consideration of the covenants and premises herein contained and other good and valuable consideration, the parties hereto agree as follows:

Section 1. Scope of Services.

Bond Counsel shall perform legal services described in Exhibit “A” as attached to this Agreement and incorporated by reference

Section 2. Excluded Services.

Services are limited to those specifically set forth in Exhibit “A”. Services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding or any other matter. Bond Counsel’s services also do not include legal services not specified in Exhibit “A”, including but not limited to compliance with the California Environmental Quality Act, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, the Safe Drinking Water and Toxic Enforcement Act of 1986, the Hazardous Substance Account Act, the Hazardous Waste Control Act, or any determinations pertaining to completion and readiness for acceptance.

Bond Counsel’s services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property, including the acquisition of interests in real property, whether through gift, negotiation or the exercise of the power of eminent domain. Bond Counsel’s services also do not include any responsibility for the negotiation or preparation of joint powers agreements with other agencies. Bond Counsel will not be responsible for the services performed or acts or omissions of any other participant.

Also, Bond Counsel’s services for a particular series of Obligations will not extend past the date of issuance of such series of Obligations and will not, for example, include services related to on-going administration, annexation, tax rebate compliance or continuing disclosure or otherwise related to such series of Obligations, proceeds of such series of Obligations or a refunding after issuance of such series of Obligations.

Bond Counsel may be willing to perform such excluded services on such terms as might be mutually agreed to at the time of need. The performance by Bond Counsel of services excluded by the preceding paragraph, if required by the District, shall be under separate written agreement.

Section 3. Schedule of Services.

The Services described in this Exhibit A and other services that may be mutually agreed upon by the parties to the Agreement shall be performed during the period starting November __, 2022 and ending September 30, 2024, unless otherwise extended by written agreement by both parties hereto.

Section 4. Termination of Agreement and Legal Services.

This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District without cause, Bond Counsel shall be entitled to receive compensation for all work performed to the date of termination in accordance with the percentage of work completed at the time of abandonment or termination, as the case may be. This continuing right to receive full compensation shall survive the term of this Agreement.

Section 5. Insurance.

Bond Counsel specifically represents that it maintains errors and omissions insurance of a minimum of \$1,000,000/\$2,000,000 aggregate applicable to the Bond Counsel services to be rendered under this Agreement.

Section 6. Conflicts of Interest.

Bond Counsel warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Bond Counsel maintains no agreement, employment, or position which would be in conflict with the duties to be performed for District under this Agreement. Bond Counsel further agrees that during the term of this Agreement, Bond Counsel will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

Bond Counsel will not make or participate in making or in any way attempt to use Bond Counsel's position to influence a governmental decision in which Bond Counsel knows or has reason to know Bond Counsel has a direct or indirect financial interest other than the compensation promised by this Agreement. Bond Counsel will not have such interest during the term of this Agreement.

Bond Counsel will immediately advise the District if Bond Counsel learns of such a financial interest of Bond Counsel's during the term of this Agreement. If Bond Counsel's participation in another District project would create an actual or potential conflict of interest, in the opinion of the District, the District may immediately terminate the Agreement.

Section 7. Standards of Professional Conduct.

Bond Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Bond Counsel represents that it is specially trained, experienced and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Bond Counsel certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

Bond Counsel certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. Bond Counsel is engaged by District for its unique qualifications and skills.

Bond Counsel agrees that it will comply with all ethical duties, will maintain the integrity of the Bond Counsel-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure; however, where it is contended by third parties, Bond Counsel's work product or attorney-client privileged communications are subject to disclosure, and District directs Bond Counsel to not disclose the records, District agrees to indemnify Bond Counsel from any cost or expense related to protecting said records from disclosure.

Section 8. Independent Contractor.

Bond Counsel and District understand and agree that Bond Counsel is an independent contractor and that the District shall not be liable for Workers' Compensation, retirement or unemployment benefits for Bond Counselor Bond Counsel's agents, partners or employees.

Section 9. No Guarantee of Outcome.

District hereby acknowledges and agrees that this is a best effort undertaking, and that no guarantee of success or outcome has been, or can be, made by Bond Counsel.

Section 10. Arbitration.

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in San Jose, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses.

The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this Section shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

Section 11. Entire Agreement.

This Agreement contains the entire understanding between Bond Counsel and District. All previous proposals, offers and communications relative to the Policy Development Work and this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Bond Counsel and District. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors or assigns as may be permitted pursuant to the provisions of this Agreement.

Section 12. Modification.

Both District and Bond Counsel understand that it may be desirable or necessary during the execution of this Agreement for Bond Counsel or District to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with District and all changes and their cost shall be memorialized in a written amendment to this original Agreement prior to the performance of the additional work.

Until a written change order is so executed, District shall not be responsible to pay any charges Bond Counsel may incur in performing such additional services, and correspondingly Bond Counsel shall not be required to perform any such additional services.

Section 13. Severability.

All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Therefore, if any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding and shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 14. Waiver.

The waiver by either party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.

Section 15. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and representatives thereto duly authorized, all as of the day and year first above written.

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

**WEIST LAW,
A Limited Liability Partnership**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

I. Bond Counsel Services Related to the Issuance of Obligations

Upon adoption of a resolution of the Board indicating its desire to proceed with the issuance of Obligations, Bond Counsel shall provide the following legal services in connection with the preparation of the resolutions, documents and certifications necessary for the sale and delivery of the Obligations. Such services shall include the following:

1. Consult with representatives of the District, including staff, District's general counsel, and other pertinent financial advisors, underwriter and others, with respect to the timing, terms and legal structure of the proposed issuance of Obligations. Our analysis will examine the range of capital borrowing methods available to the District.
2. Advise and assist the District in considering and structuring various modes of Financing, including but not limited to refundings, taxable bonds, tax credit structures, leased equipment financings, general obligation bonds, pension obligation bonds, and lease revenue bonds/certificates of participation that maximize the resources available to produce financially sound and cost-effective transactions.
3. Advise and assist the District in structuring short-term Financing programs including bond anticipation notes, lines of credit, letters of credit, or other bridge financing structures, as required.
4. Prepare all resolutions, ordinances, notices, affidavits, installment sale agreements, indentures, lease agreements, escrow agreements, fiscal agent agreements, and other legal documents customarily prepared by Bond Counsel, as required for the issuance of Obligations.
5. Review pertinent documentation prepared with District staff, consultants, financial advisor or underwriter, including the purchase contract(s) to be derived therefrom, and the continuing disclosure undertaking or undertakings.
6. Review pertinent documentation with respect to any bond provisions, parity debt provisions and reserve fund provisions provided or required in connection with the Obligations, if any.
7. Attend such meetings or hearings of the Board, finance committee and working group meetings or conference calls as the District may request, and as Bond Counsel deems prudent and necessary.
8. Coordinate legal presentations to the rating agencies and/or credit enhancement providers. We will advise on the legal prudence of seeking a rating and/or bond insurance.
9. Advise on such matters as bond registration, printing, and other matters related to the settlement and delivery of the Obligations, as required.
10. Prepare final closing papers to be executed by the District required to effect delivery of the Obligations and coordination of the closing of the Obligations.
11. Render Bond Counsel's customary final legal opinion on the validity of the Obligations and the exemption from California personal income tax of interest thereon.

12. Prepare the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the Obligations.

13. Prepare of a complete transcript of the proceedings, containing originally signed copies of all resolutions, ordinances, legal agreements, disclosure statements, certificates and notices. Copies shall be provided to the District and each member of the financing team.

II. Disclosure Counsel Services Related to the Issuance of Obligations

If, and only if, Obligations are issued on a publicly offered basis, Bond Counsel shall provide the following legal services as the District's Disclosure Counsel in connection with the preparation of each corresponding Official Statement and related sales documents to be used in connection with such Obligations. Such services shall include the following:

1. Consult with District staff and officers in order to perform the due diligence required to produce the Official Statement (both preliminary and final) for each public issuance of Obligations.

2. Consult with underwriters, attorneys, financial advisors, engineer's, title officers, trustees or fiscal or paying agents, feasibility consultants and all other professionals or participants in the issuance of each separate series of Obligations, in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).

3. Review all agreements, certificates, resolutions, orders, notices, and affidavits produced in said proceedings and such other reports, documents and correspondence of legal nature as may be necessary in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).

4. Prepare or assist in the preparation of the bond purchase contracts relating to each corresponding issuance of Obligations.

5. Prepare or assist in the preparation of each applicable continuing disclosure certificate to assist the underwriters in complying with the provisions of Securities and Exchange Commission Rule 15c2-12.

6. Provide an opinion indicating compliance with (i) Section 17(a) of the Securities Act of 1933, (ii) Section 10b-5 of the Securities Exchange Act of 1934, and (iii) Rule 15c2-12 of the Securities Exchange Act of 1934.

III. Bond Counsel Services Related to Policy Development Work

Bond Counsel shall provide the following legal services in connection with the Policy Development Work. Such services shall include the following:

1. Consult with the appropriate members of the District's staff, financial advisors and others with respect to the development and implementation of the Pension Management Policy.

2. Attend such meetings or hearings of the Board, finance committee and working group meetings or conference calls as the District may request, and as Bond Counsel deems prudent and necessary to properly carry out the Policy Development Work.

3. Draft all resolutions, staff reports and/or ordinances required in connection with the Policy Development Work.

4. Review pertinent documentation prepared or provided by District staff, consultants and financial advisor, as necessary in the conduct of Policy Development Work.

IV. General Consultation Services

Bond Counsel shall provide the following services in connection with the general consultation, grant and loan application work and other work not considered Policy Development Work or work related to the Issuance of Obligations. Such services shall include the following:

1. Identify Project and Financing Objectives
2. Review preliminary design, engineers report or environmental documents and determine which should be updated or edited for funding applications.
3. Assess eligibility for state and federal funding.
4. Perform a cost analysis of alternative funding sources.
5. Provide information and advice on the timing of the financing process and help develop timeline (schedule) of tasks.
6. Assist in the creation of proforma financials for creditworthiness of any grant or loan programs.
7. Create overview presentation of all viable financing options including estimated grant money, preliminary borrowing rates, and estimated debt service schedules for District review and approval.
8. Finalize funding plan based for approval and adoption by Board.
9. Prepare applications for multiple funding sources on state, federal and muni markets.
10. Assist the District when necessary in the negotiation and preparation of any agreements between the District and other jurisdictions participating in any financing program.
11. Secure funding sources.
12. Work with construction/engineering team as necessary to facilitate financing plan as well as the ongoing maintenance and operation plan.

EXHIBIT B

COMPENSATION FOR SERVICES

A-I. Issuance of Obligations

For the Services described in Section A-I (Bond Counsel Services Related to the Issuance of Obligations) of Exhibit A, if the District elects to issue Obligations, Bond Counsel will be paid a flat fee of \$29,500, plus one-half of one percent (1/2%) of the principal amount of each series of Obligations issued up to \$8,000,000, and then one-eighth of one percent (1/8%) of the principal amount thereafter. All fees and expenses associated with the issuance of Obligations are expected to be paid from the proceeds of such Obligations.

A-II. Disclosure Counsel Work

For the Services described in Section A-II (Disclosure Counsel Services Related to the Issuance of Obligations) of Exhibit A, if, and only if, a series of Obligations are issued on a publicly offered basis, Disclosure Counsel shall be paid a flat fee of \$26,500 plus one-half of one percent (1/2%) of the principal amount of each series of Obligations issued up to \$4,000,000, and then one-eighth of one percent (1/8%) of the principal amount thereafter. All fees and expenses associated with the issuance of Obligations are expected to be paid from the proceeds of such Obligations.

A-III. Policy Development Work

For the Services described in Section A-III (Bond Counsel Services Related to Policy Development Work) of Exhibit A, Bond Counsel will be paid based on the hourly rate of \$495 per attorney hour, but not to exceed \$2,100.

A-IV. General Consultation Services

For the non-transactional consulting services described in Section A-IV (General Consultation Services) of Exhibit A, Bond Counsel will be compensated on a time and materials basis, based on the hourly rate of \$495 per attorney hour. Fees and expenses shall be paid periodically as submitted by Bond Counsel, but no more frequently than monthly or less frequently than annually.

A-V. Out-of-Pocket Expenses

In addition to the legal fees set forth above, Bond Counsel shall be reimbursed its normal and customary out-of-pocket expenses, including travel (which includes five attorney hours for each day of required travel) and customary mileage rates; parking charges and bridge tolls as incurred, business tax expenses, photocopies at forty-five cents per page; telephone and facsimile charges as incurred, and postage and express delivery charges as incurred in connection with the services set forth above.

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STAFF REPORT
HARBOR DISTRICT MEETING
November 10, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: November 4, 2022

TITLE: Consider Adopting Resolution 2022-15, A Resolution Commending Richard Marks for His Service as Commissioner of the Humboldt Bay Harbor, Recreation and Conservation District

STAFF RECOMMENDATION: Staff Recommends that the Board Adopt Resolution 2022-15.

SUMMARY: Richard Marks has served as a Commissioner of the Humboldt Bay Harbor, Recreation and Conservation District since 2009, choosing not to run for re-election in 2022.

ATTACHMENTS:

A Resolution 2022-15

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

RESOLUTION NO. 2022-15

**A RESOLUTION COMMENDING RICHARD MARKS FOR HIS SERVICE AS COMMISSIONER OF THE
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

WHEREAS, Richard Marks was first elected by the voters of the Fourth Division on November 3, 2009; to a second term on November 5, 2013; and to a third term on November 6, 2018; and

WHEREAS, Richard Marks chose not to run for re-election in 2022 in order to move to Sacramento to be closer to his grandchildren; and

WHEREAS, Richard Marks served in various offices of the Harbor District, including its President in 2014, 2015, 2017 and 2018; its Vice President in 2012 and 2013; and its Secretary in 2010, 2011 and 2022; and

WHEREAS, Richard Marks served honorably on Board of Commissioner Ad-Hoc and Standing Committees including Samoa Peninsula Infrastructure Committee, 2x2 Committee between the City of Eureka and the Harbor District, Offshore Wind Energy Subcommittee, Committee for Union Negotiations, Humboldt Bay Development Association, Economic Development Committee, Personnel Policy Committee, Budget Committee, Committee for Cruise Ship Itinerary Sites, RREDC, New Harbor Committee, and the Labor Negotiation Committee; and

WHEREAS, Richard Marks represented the Harbor District and Humboldt County in many areas including: Meeting with the Humboldt Bay Municipal Water District regarding commercial water usage, attended Public Scoping Meetings for Mariculture Pre-Permitting, participated in Shelter Cove Meetings, attended Prosperity Meetings to grow Humboldt County's Economy, attended Humboldt Fisherman's Marketing Association Meetings, participated in the California Maritime Leadership Symposium, served as a Board Member for Humboldt Domestic Violence Services, attended Timber Heritage Association meetings, served as the Director of California Cannabis Voice Humboldt, attended Headwaters Board Meetings, was involved in creating the Humboldt Bay Eelgrass Management Plan, attended the Humboldt Bay Symposium; attended CMANC Meetings, attended Off Shore Wind Energy Conferences, and served at the District Representative for ACWA/JPIA; and

WHEREAS, Richard Marks dedicated efforts to improve Humboldt by helping to create the Peninsula Community Services District, served as an advocate for the North Coast Railroad

Authority, worked on the Rails with Trails Project, was a part of an Eelgrass Management Workshop, and served as a Volunteer with the Samoa Peninsula Fire Department; and

WHEREAS, Richard Marks was a part of the Harbor District team that negotiated the purchase of the Freshwater Tissue Company (later named Redwood Marine Terminal 2), effected the clean-up of the Redwood Terminal 2 property, avoiding a potential catastrophic event for Humboldt Bay, whereby allowing economic development and the creation of jobs all while representing former mill workers, having himself worked at the pulp mill for nearly 30 years; and

WHEREAS, Richard Marks was part of the Harbor District team that negotiated a lease with Crowley Wind Services group to serve as the port developer of the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal; and

WHEREAS, Richard Marks was named as Democrat of the Year in 2021 by Humboldt County Democrats; and

WHEREAS, Richard Marks fulfilled his duties of office with passion, knowledge and consideration; and

WHEREAS, Richard Marks became a friend, mentor, and respected colleague; and

WHEREAS, one cannot recognize Richard Marks without mentioning his love of softball and his devotion to the sport serving as President of the Mad River Softball Association for many years; and

WHEREAS, Richard Marks has left a lasting legacy with numerous positive accomplishments around Humboldt Bay and Richard will be sorely missed.

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

That the Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District do hereby express our heartfelt appreciation for the best efforts and contributions of Richard Marks as a Commissioner and herein wish him the best in all his future endeavors.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 10th day of **November 2022** by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Richard Marks, Secretary
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. **2022-15** entitled,

A RESOLUTION COMMENDING RICHARD MARKS FOR HIS SERVICE AS COMMISSIONER OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

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 **10th day of November 2022**; 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 **10th day of November 2022**.

**Richard Marks, Secretary
Board of Commissioners**