

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

DATE: June 13, 2013

TIME: 6:00 p.m. Executive Closed Session
7:00 p.m. Regular Session

PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 24 hours in advance of the meeting.

1. Call to Order at 6:00 p.m.

- a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections 54956.8 (Conference with Real Property Negotiator) and 54957.6 (Negotiations with Represented Employees)

1. Conference with Real Property Negotiator
Negotiating Parties: Paul Brisso, District Counsel; Mike Wilson, Board President; Richard Marks, Vice President; Jack Crider, Chief Executive Officer

Under Negotiation:

Freshwater Tissue Company property purchase negotiations

2. Conference with Labor Negotiator
Agency Negotiators: Chief Executive Officer, District Counsel, Two (2) or less of the members of the Board of Commissioners
Employee Organization: As recognized by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District, including International Longshore and Warehouse Union, Local 14A.

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Session

6. 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. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

Agenda for June 13, 2013 Regular Board Meeting

7. Consent Calendar: None

Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.

8. Communications and Reports

- a. Chief Executive Officers Report
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other

9. Non Agenda

10. Unfinished Business

11. New Business

- a. Discussion of the Woodley Island Marina moorage rates and retail use fees.
- b. Consideration of Resolution 2013-06, A Resolution Reaffirming the Humboldt Bay Harbor, Recreation and Conservation District's Commitment to Creating Jobs and Sustainable Economic Growth Through Humboldt Bay and Its Harbor.
- c. Consideration of Permit and Agreement to Operate a Charter Service with Luke Cochran dba *Silver Star Sportfishing LLC*.
- d. Consideration of Proposal for Appraisal Services with Brooks Appraisal Service for appraisal of Freshwater Tissue Co. Rights of Way and Warehouse Parcels, not to exceed \$4,500.00.
- e. Consideration of Agreement for Contractor Services in the Spartina Eradication Program.

12. Administrative and Emergency Permits

13. Adjournment

11b

AGENDA REPORT

For Agenda of: June 13, 2013

Title: Consideration of Resolution 2013-06, A Resolution Reaffirming the Humboldt Bay Harbor, Recreation and Conservation District's Commitment to Creating Jobs and Sustainable Economic Growth Through Humboldt Bay and Its Harbor.

Place on Agenda: New Business 11(b)

Summary:

The Resolution Committee (Commissioners Marks and Wilson) is submitting two versions of a resolution with the intention of supporting the efforts of the District as well as the Humboldt Bay Harbor Working Group (Working Group) to advocate for ongoing and new efforts to promote Economic Development of the harbor area of Humboldt Bay. Also included is a narrative submitted by Susana Munzell explaining the Working Group's position.

The Working Group has presented and received approval from the City of Eureka, County of Humboldt and the Wiyot Tribe for similar resolutions (not attached).

The Committee is asking the Board of Commissioners to consider one of the two attached resolutions (with or without changes).

The reason there are two versions presented by the committee is that the Committee and District staff have some concerns about the resolution proposed by the Working Group regarding proposed commitments of priorities, budget and staff time relative the specific tasks outlined in their resolution. The Committee is offering a version with changes that would alleviate those concerns and show support for the District's participation in collaborative efforts. Some of those concerns and changes are outlined below:

1. 2025 Harbor Action Plan and Marketing Plan (within one year)

The Working Group version requests that we engage in a 2025 Harbor Action Plan and Marketing Plan to be completed within one year. The Committee was concerned that the HBHWG version created an expectation that the district commit to a time line when no funding or facilitated process has been identified with an unknown level of commitment from others. Also how these specific tasks would be prioritized amongst all of the existing duties and tasks as outlined by the District's goals and Board direction was not clear. The Committee version supports all planning efforts without specific timelines until budget and process are defined.

2. Economic Development Committee

The Committee version acknowledges and supports the reconstitution of the District's Economic Development Committee as led by Commissioners Higgins and Marks.

3. Current District Plans and Projects

The Committee inserted language that acknowledges and supports the District's current past and existing plans, studies and projects to promote economic development of Humboldt Bay. District staff and local planning professionals have recommended that application of and updates to existing plans be considered before committing significant time and resources into new plans.

4. Ecologically Based Management Approach

In 2005 the District completed the Humboldt Bay Management Plan. This is our guiding document for how we manage the bay. The mission statement of the plan is:

“Provide a comprehensive framework for balancing and integrating conservation goals and economic opportunities in a cooperative manner for the management of Humboldt Bay’s resources.”

The Committee inserted language that recognizes the bay as a system of which the harbor is a part and that our industrial, commercial and natural resource economies are as interrelated as the various parts of the bay and the ecosystems that support them.

In addition, not outlined in the resolutions presented here is that the Working Group is seeking to limit direct participation in the process they propose to only the Harbor District, County of Humboldt, City of Eureka and the Wiyot Tribe. The reason given by the group is that these are the agencies with “land use authority” (without definition) in the harbor section of the bay. The Committee is concerned that limiting stakeholders in this way and this early in a process could negatively impact the outcome of the process and just as importantly implementation. The Committee recommends the District provide more input into the stakeholders of these proposed processes before committing significant resources to these specific efforts.

The intentions of both of the resolutions are laudable and the Committee appreciates the efforts of the Working Group to help improve our community. All of the processes that are being proposed are collaborative in nature; however, the focus on harbor-related infrastructure means that it is likely that the public’s perception is that any of these efforts will be District-lead and our District will be held mostly accountable to the outcomes.

The District has a great hard working staff. However, their (and our Commission’s) task list is long and our resources are limited so we must exhibit some caution when committing to processes with others that will likely require significant budget and staff time where neither has been defined. The Committee believes that its version takes this into account while encouraging the District to move forward with our community partners in a cooperative and productive manner.

Recommendation:

Pass a resolution reaffirming the Humboldt Bay Harbor, Recreation and Conservation District’s commitment to creating jobs and sustainable economic growth through Humboldt Bay and its harbor and establish a Humboldt Bay Development Committee consisting of the City of Eureka, City of Arcata, County of Humboldt and the Harbor District to meet quarterly to discuss harbor, recreation and conservation issues on Humboldt Bay and to work on plans for implementation of projects.

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

11b
Version 1

Resolution 2013-06

A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR.

WHEREAS, Humboldt Bay is a economic asset as one of only 11 deep water ports in the State of California and the only deep water port along a 400 mile stretch of Pacific coast between San Francisco, California and Coos Bay, Oregon; and

WHEREAS, the California Coastal Act (California Public Resources Code Section 30701) notes that all ports in California, including Humboldt Bay, constitute one of the State's primary economic and coastal resources; are an essential element of the national maritime industry; and encourages agencies to modernize and construct maritime facilities. The location of Humboldt Bay Harbor, Recreation and Conservation District, is well established, and for many years such areas have been devoted to transportation and commercial, industrial, and manufacturing uses consistent with federal, state, and local regulations within their boundaries in order to minimize or eliminate the necessity for future dredging and filling to create new ports of the state; and

WHEREAS, Appendix II of the California Harbors and Navigation Code legislatively mandates the promotion of national and international commerce, navigation, fisheries and recreation on Humboldt Bay and for the protection of the Humboldt Bay environment; and

WHEREAS, the District has a long history of and is currently engaged in ongoing harbor and bay related economic development planning, projects, promotion, and marketing.

WHEREAS, The District has developed and led numerous harbor and bay-related economic planning efforts including but not limited to:

- Port of Humboldt Bay Harbor Revitalization Plan, 2003
- The Long-Term Financial and Economic Feasibility of the Northwestern Pacific Railroad, 2003
- Humboldt Bay Management Plan, 2007
- Redwood Marine Terminal Business Plan, 2008
- Economic Development Committee Final Report, 2009
- Prioritization of Policies and Actions for Economic Development of Humboldt Bay, 2009; and

WHEREAS, Humboldt's harbor cargo traffic and economy have fluctuated downward for more than three decades, leaving the harbor vulnerable to loss of critical harbor services; and

WHEREAS, the Humboldt Bay area has significant economic and transportation challenges, including but not limited to regional, national and global markets, geography, geology, shoaling, weather and political differences which have contributed to costly and delayed highway connectivity, and a damaged existing rail connection to Humboldt Bay which has been inoperable since 1998; and

WHEREAS, large parts of the communities surrounding Humboldt Bay are water-dependent and thus have a vested interest in protecting marine dependent land uses and developing and maintaining maritime infrastructure for economic growth and sustainable job creation that utilize the harbor; and

WHEREAS, the District desires to reaffirm its commitment to fulfillment of the State mandates regarding the promotion and maintenance of Humboldt Bay as an operational and functional deep water California seaport by adopting this resolution; and

WHEREAS, increased income from enhanced maritime-related commerce can help to fund further economic development as well as environmental and ecological health and recreational opportunities in the Humboldt Bay area; and

WHEREAS, the District recognizes and values the important work of the Humboldt Bay Harbor Working Group's efforts to promote the economy of Humboldt Bay's harbor and looks forward to working constructively with them in support of our shared goals and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT THAT THE COMMISSION HEREBY reaffirms its commitment to create jobs and sustainable economic development throughout Humboldt Bay **and its** harbor by:

- *Supporting and promoting **working waterfronts and** the many forms of maritime commerce including but not limited to: commercial fishing; mariculture; marine highway; shallow draft shipping such as container, bulk, liquid bulk, and cruise ships; deep draft shipping such as bulk, break-bulk, container and project cargo; research vessel homeporting; US Coast Guard; US Army Corps of Engineers dredge homeporting; shipbuilding/dismantling; container repair; maritime, oceanic and renewable energy research facilities, and others as opportunities present themselves and are analyzed; and*
- ***Supporting natural resource-based economic development including commercial and sport fisheries, aquaculture, recreation and tourism and offshore reef development; and***
- *Improving connections to Humboldt Bay by supporting feasible enhancements to other transportation modes such as highway improvements, rail service connecting to the national rail system, marine highway establishment and air service; and*
- ***Continuing the District's ongoing national and international marketing efforts and supports the development of marketing plan to attract additional maritime-oriented businesses to Humboldt Bay Harbor; and***
- ***Re-establishing the District's Economic Development Committee tasked with evaluating and developing priorities for the district to promote the economy of Humboldt Bay and its harbor; and***
- ***To continue the District's efforts to work with affected agencies and stakeholders to update and develop plans that will result in fuller utilization of the bay and harbor; increased tonnages; and an increase in sustainable port and coastal dependent industrial, commercial and natural resource dependant job creation; and***

- Working collaboratively with various agencies to obtain funding/financing for acquisition of lands, easements, and right of ways, as well as maintenance and development of harbor infrastructure projects such as public docks, marinas, marine-based industrial and commercial business parks, dock repairs and improvements; dredging; transportation improvements and various equipment such as dredges, mobile harbor crane, protection from sea-level rise, public and recreational access and more, and
- Working with the existing and future maritime industries and businesses to improve Humboldt Bay's special and valuable environment and ecosystem services or at minimum avoid, minimize or mitigate environmental impacts and assist in environmental compliance.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE 2013, BY THE FOLLOWING POLLED VOTE:

AYES:

NOES:

ABSENT:

**MIKE WILSON, President
Board of Commissioners**

ATTEST:

**PATRICK HIGGINS, 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. 2013-06 entitled,

A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR.

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 day of 13th day of June 2013; 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 13th day of June 2013.

PATRICK HIGGINS, Secretary
Board of Commissioners

11b Version 2

The *Humboldt Bay Harbor Working Group* is a grass-roots organization committed to increasing job opportunities for families in Humboldt County by bringing together the agencies with land-use authority to tap the potential of Humboldt Bay harbor.

In the fall of 2011, a group of community members interested in creating jobs with living wages in Humboldt County recognized the harbor's great, untapped potential. The citizens' group became the *Humboldt Bay Harbor Working Group* committed to the following goals:

1. Increasing job opportunities for people of Humboldt County
2. Bringing new revenues to the community
3. Creating a model Green Port
4. Ensuring that the environment is protected and, when possible, enhanced.

To achieve those goals the Group sponsors monthly forums and meetings and a website for the public to learn about the various aspects of the harbor. It is also seeking adoption of a resolution by the four local agencies with land-use authority over the harbor portion of Humboldt Bay, thus affirming their commitment to create jobs and sustainable growth utilizing the harbor.

Members of HBHWG have met several times with Commissioners Mike Wilson and Richard Marks to discuss the wording of the resolution, resulting in a document which reflects the Harbor District's history and context in the WHEREAS portion, while leaving the THEREFORE portion as it was adopted by the other three entities: the Eureka City Council, the Humboldt County Board of Supervisors and the Wiyot Tribal Council.

The Resolution reflects the Harbor District's legislative mandate and its affirmation of that mandate. It was for that reason that the members of the HBHWG approached the other agencies with land-use authority over the harbor initially, to ensure their commitment to collaborate as equal partners utilizing the Humboldt Bay Harbor to create jobs.

The HBHWG has clearly limited the scope of its efforts to the harbor portion of the bay; therefore only those agencies in that portion of the bay have been considered as partners in this endeavor. Other portions of the bay will have representation from two of the other signatories to the Resolution: the County of Humboldt and the Harbor District.

Those plans which have been developed for use of the harbor will serve as a valuable resource as the four agencies collaborate to achieve common goals.

Upon adoption of the Resolution, it is envisioned that the representatives of the four agencies and members of HBHWG will meet to develop an approach, organization, timeline and other considerations necessary to craft the best collaborative approach to achieve the actions outlined in the Resolution.

The *Humboldt Bay Harbor Working Group* now requests that the Humboldt Bay Harbor, Recreation and Conservation District adopt the Resolution and thereby affirm its commitment to a collaborative effort bring greater prosperity to Humboldt County.

RESOLUTION 2013-XX

A RESOLUTION AFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY'S HARBOR.

WHEREAS, Humboldt Bay is a rare economic asset as one of only 11 deep water ports in the State of California and the only deep water port along a 400 mile stretch of Pacific coast between San Francisco, California and Coos Bay, Oregon; and

WHEREAS, the California Coastal Act (California Public Resources Code Section 30701) notes that all ports in California, including Humboldt Bay, constitute one of the State's primary economic and coastal resources; are an essential element of the national maritime industry; and encourages agencies to modernize and construct maritime facilities; and

WHEREAS, the location of Humboldt Bay harbor, Recreation and Conservation District, is well established, and for many years such areas have been devoted to transportation and commercial, industrial, and manufacturing uses consistent with federal, state, and local regulations within their boundaries in order to minimize or eliminate the necessity for future dredging and filling to create new ports of the state; and

WHEREAS, Appendix II of the California Harbors and Navigation Code legislatively mandates the promotion of national and international commerce, navigation, fisheries and recreation on Humboldt Bay and for the protection of the Humboldt Bay environment; and

WHEREAS, The Humboldt Bay Harbor District has had a long history of being engaged in efforts to promote economic development and job creation on Humboldt Bay Harbor; and

WHEREAS, The Humboldt Bay Harbor District has developed and led numerous harbor and bay-related economic planning efforts including but not limited to:

- Port of Humboldt Bay Harbor Revitalization Plan, 2003
- The Long-Term Financial and Economic Feasibility of the Northwestern Pacific Railroad, 2003
- Humboldt Bay Management Plan, 2007
- Redwood Marine Terminal Business Plan, 2008
- Economic Development Committee Final Report, 2009
- Prioritization of Policies and Actions for Economic Development of Humboldt Bay, 2009; and

WHEREAS, Humboldt's harbor cargo traffic and economy have fluctuated downward for more than three decades, leaving the harbor vulnerable to loss of critical harbor services; and

HBHWG Version #2

RESOLUTION 2013-XX

WHEREAS, the Humboldt Bay area has significant economic and transportation challenges, including but not limited to regional, national and global markets, geography, geology, shoaling, weather and political differences which have contributed to costly and delayed highway connectivity, and an existing rail connection to Humboldt Bay which has been inoperable since 1998; and

WHEREAS, large parts of the communities surrounding Humboldt Bay are water-dependent and thus have a vested interest in protecting marine dependent land uses and developing and maintaining maritime infrastructure for economic growth and sustainable job creation that utilize the harbor, and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District desires to reaffirm its commitment to fulfillment of the State mandates regarding the promotion and maintenance of Humboldt Bay as an operational and functional deep water California seaport by adopting this resolution; and

WHEREAS, the District recognizes the significant role of the mariculture industries in our economy and the necessity to provide protection from sea-level rise; and

WHEREAS, increased income to the region will enhance and sustain projects focused on environmental and ecological health and recreational opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT THAT THE COMMISSION HEREBY affirms its commitment to create jobs and sustainable economic growth through Humboldt Bay's harbor by:

- Supporting and promoting many forms of maritime commerce including but not limited to: commercial fishing; mariculture; marine highway; shallow draft shipping such as container, bulk, liquid bulk, and cruise ships; deep draft shipping such as bulk, break-bulk, container and project cargo; research vessel homeporting; US Coast Guard; US Army Corps of Engineers dredge homeporting; shipbuilding/dismantling; container repair; establishment of the Humboldt offshore fishing reef; and others as opportunities present themselves and are analyzed; and
- Improving connections to Humboldt Bay by supporting enhancements to other transportation modes such as highway improvements, rail service connecting to the national rail system, marine highway establishment; and
- Developing within one-year, a cohesive and coordinated marketing plan with the expressed goal of providing resources and labor to provide international and national marketing outreach to attract maritime-oriented businesses to Humboldt Bay Harbor; and

HBHWG Version #2

RESOLUTION 2013-XX

- Working collaboratively with various agencies to obtain funding/financing, for infrastructure projects, dock repairs and improvements; dredging; transportation improvements and various equipment such as dredges, mobile harbor crane and more, and
- Working together to complete a one-year planning process for a 12 year “2025 Harbor Action Plan” that will result in a fuller utilization of harbor; increased tonnages; and an increase in sustainable port and coastal dependent industrial job creation and
- Working with existing maritime industries to avoid, minimize or mitigate environmental impacts and assist in environmental compliance.

11c

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:

Luke Cochran
Silver Star Sportfishing LLC
dba *Silver Star Sportfishing*
P.O. Box 574
Calimesa, CA 92320

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **Luke Cochran**, Silver Star Sportfishing LLC, dba ***Silver Star Sportfishing*** hereinafter referred to as "**Luke Cochran.**"

WHEREAS, **Luke Cochran** will be the Lessee of Slip Number 09, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about July 20, 2012, **Luke Cochran** made a written application to the District for a Permit from the District to operate the business ***Silver Star Sportfishing*** on a vessel moored at Slip Number 09, Float D at the Woodley Island Marina; and

WHEREAS, on March 14, 2013, a request to renew the permit for one year was received in the Harbor District office; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph a of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Luke Cochran**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Luke Cochran**, ***Silver Star Sportfishing***, to operate the business ***Silver Star Sportfishing*** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Luke Cochran** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for one (1) year commencing July 27, 2013 and terminating on July 26, 2014. District or **Luke Cochran** may terminate this Permit and Agreement by giving sixty 60 days written notice of termination to the other party. District may terminate this Permit and Agreement with **Luke Cochran** with or without cause or reason by giving **Luke Cochran** sixty 60 days written notice of termination and **Luke Cochran** shall terminate their business, as defined in Paragraph 1, 60 days from the date of personal service of said written notice of termination or sixty 60 days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Luke Cochran**, at P.O. Box 574, Calimesa, CA 92320. In the event **Luke Cochran** are in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Luke Cochran's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Luke Cochran's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty 60 day notice of termination provisions.

3. In addition to the monthly rental payable by **Luke Cochran** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Luke Cochran** shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.
4. On or prior to the date of the Agreement, to wit: July 27, 2013, **Luke Cochran** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Luke Cochran** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Luke Cochran** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to July 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Luke Cochran** shall forthwith cease and stop their ***Silver Star Sportfishing*** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Luke Cochran** shall, prior to commencing operation of ***Silver Star Sportfishing***, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.

6. **Luke Cochran** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Luke Cochran**, and **Luke Cochran** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Luke Cochran** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Luke Cochran's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.
7. **Luke Cochran** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Luke Cochran** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **Luke Cochran** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **Luke Cochran** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.
10. This Permit and Agreement is not transferable or assignable by **Luke Cochran** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Luke Cochran** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Luke Cochran** is hereby notified by the District that this Permit and Agreement to Operate ***Silver Star Sportfishing*** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Luke Cochran** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Luke Cochran** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Luke Cochran** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a

charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Luke Cochran** hereby acknowledge that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Luke Cochran** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Luke Cochran, dba, *Silver Star Sportfishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013

By _____
**LUKE COCHRAN, Owner
Silver Star Sportfishing LLC
*dba Silver Star Sportfishing***

11d

BROOKS APPRAISAL SERVICE.....

Real Estate Appraisal and Consulting
P.O. Box 823
Arcata, California 95521
(707) 822-1341/822-4723 FAX

TO: Jack Crider, CEO
Humboldt Bay Harbor District

FROM: Jonathan P. Brooks, MAI

DATE: June 4, 2013

RE: Proposal for Appraisal Services
Freshwater Tissue Co. Rights of Way and Warehouse Parcels, per map
Fairhaven, Humboldt County, CA

Pursuant to your request, I am submitting this bid to appraise the above referenced properties. The appraisal will be presented in a summary report format, using the applicable and relevant approaches to value, and will conform to the Uniform Standards for Professional Appraisal Practice.

- Bid Amount: \$8,500, payable within 30 days after completion of the assignment
- Time to Complete: Delivery to your office within 45 days after engagement
- Requirements: Site and building access; building plans (if available); prior appraisals (if available); engineering or other site studies (if available); identification of effluent rights that go with the Warehouse Parcel

Thank you for the opportunity to provide a proposal for this project. A brief company overview and statement of qualifications for principal participants on this project is included on the following pages. Please contact me if you need additional information, or wish to discuss this matter further.

Hi Jack, my understanding is that there are two road easements, one temporary and the other permanent. I will need to get an approximate description of the easement and the site area encumbered, width, length, use restrictions or any special terms, and could have that completed within 30 days at a cost of \$3500. If you need it sooner, say 2 weeks, the fee would be \$4500. The improved parcel would still be \$5000 and a 45 day turnaround.

Jon

Brooks Appraisal Service
P.O. Box 823
Arcata, CA 95518
(707) 822-1341/822-4723 FAX

BRIEF COMPANY OVERVIEW:

Brooks Appraisal Service was established in 1990 by Jonathan P. Brooks, who had been performing staff appraisals for public agencies for over seven years. A sole proprietorship, Brooks Appraisal Service is a full-service appraisal firm engaged in appraisal of commercial, recreation, industrial, public, agricultural and timberland property. Clients include public agencies, banks, tribal groups, credit unions, corporations, and individuals. The focus of Brooks Appraisal Service is on quality and timely service. Staff proposed for this project are Jonathan P. Brooks, MAI, whose qualifications and references are provided at the end of this proposal.

QUALIFICATIONS OF THE APPRAISER - JONATHAN P. BROOKS, MAI

ACCREDITATION:

- 1992 Certified by the California Office of Real Estate Appraisers as a "Certified General Real Estate Appraiser", as Appraiser # AG002455.
- 2001 Designated Member of the Appraisal Institute (MAI #11803).

EDUCATION:

- 1977 Master of Science degree in Agricultural Economics received from the University of California at Davis.
- 1976 Bachelor of Arts degree in Economics received from California State University at Sacramento.

RECENT PROFESSIONAL EDUCATION:

Successfully completed the following classes and seminars:

<u>Date</u>	<u>Course</u>	<u>Sponsor</u>	<u>Location</u>
2012	4 Hr Federal & State Regulations	Appraisal Institute	Sacramento
2012	USPAP – 7 Hour Update	Appraisal Institute	On-Line
2012	Appraising the Appraisal	Appraisal Institute	Sacramento
2012	2012 Economic Forecast	Appraisal Institute	Sacramento
2011	IRS Valuation Summit II	Appraisal Institute	Sacramento
2010	Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	Sacramento
2010	Business Practices & Ethics	Appraisal Institute	Pleasanton, CA
2010	USPAP - 7 Hour Update	Appraisal Institute	Pleasanton, CA
2008	7 Hour National USPAP Course	Appraisal Institute	On-line
2008	Valuation of Conservation Easements	Appraisal Institute	Sacramento, CA
2006	Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	Sacramento, CA
2006	USPAP	Appraisal Institute	Petaluma, CA
2005	California Conservation Easements	Appraisal Institute	Sacramento, CA
2005	Subdivision Valuation	Appraisal Institute	S. Lake Tahoe, CA
2005	Special Purpose Properties	Appraisal Institute	S. Lake Tahoe, CA
2005	Eminent Domain CA Update 2005	Appraisal Institute	Sacramento, CA
2004	Estimating Loss in Value	Appraisal Institute	Livermore, CA
1990-2003	Coursework as required for designation as a Member of the Appraisal Institute	Various	Various

REPRESENTATIVE CLIENT LIST:

Big Lagoon Rancheria	Coast Central Credit Union
Green Diamond Resource Co.	Smith River Rancheria
US Bureau of Land Management	U.S. Bank
City of Eureka	County of Humboldt
County of Del Norte	First American Title Insurance Co.
Umpqua Bank	Redwood Capital Bank
North Valley Bank	CALTRANS
Hoop Valley Tribe	Wells Fargo Bank
City of Fortuna	Karuk Tribe of California
Trinidad Rancheria	US Postal Service
Arcata Economic Development Corp.	California Wildlife Conservation Board
City of Arcata	Bank of America
California Coastal Conservancy	Tri Counties Bank
City of Blue Lake	US Dept. of Agriculture
Humboldt Community Services District	Union Pacific Railroad Co.

REFERENCES:

Russ Harris, President Six Rivers Bank (707) 268-1063	Bill Jones, MAI Umpqua Bank (503) 598-5677
Joe Botkin, Real Property Agent County of Humboldt (707) 268-3768	Steve Baldy Big Lagoon Rancheria (707) 826-2079

Brooks Appraisal Service
P.O. Box 823, Arcata, CA 95518
(707) 822-1341/(707) 822-4723 FAX
jpbrooksap@sbcglobal.net

AGENDA REPORT

11e

For Agenda of: June 13, 2013

Title: Contract with New Directions for Spartina densiflora labor force.

Place on Agenda: New Business Item 11e

Summary of the Issue: The District needs additional labor for the Spartina eradication program. New Directions is the business led by John Shelter that has arisen from the former North Coast Resource Center (NCRC) to provide job opportunities for community members struggling with homelessness. Half of the eight person crew has worked on the project before under the North Coast Resource Center, and that NCRC crew was very effective.

The \$16/hr labor cost is significantly less than the total cost to the District of directly hiring laborers, or hiring them through local employment services. Cal Fire Crews were not available this summer.

Fiscal Impacts: The current contract allows for up to \$10,000 in expenditures. All costs associated with use of the New Directions crew are covered in the existing Spartina Control grant to the District from the US Fish and Wildlife Service. Staff will continue to track expenses on an ongoing basis to ensure expenditures are consistent with available grant resources. Staff expects to employ the new Conservancy grant to the District to continue this work.

Staff recommendation:

Staff recommends the Board of Commissioners approve the Contract with New Directions for Spartina Control efforts.

AGREEMENT FOR CONTRACTOR SERVICES IN THE SPARTINA ERADICATION PROGRAM

THIS AGREEMENT, MADE THIS 13 DAY OF JUNE 2013, by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and New Directions, a California corporation with Taxpayer ID # 61-1584338 located at PO Box 3755 Eureka Ca 95502, hereinafter called "**CONTRACTOR.**"

WITNESSETH: That the **CONTRACTOR** has the experience, technical expertise and project information necessary to provide a skilled labor force for the eradication of *Spartina densiflora* using mechanical and manual methods

That for and in consideration of payments and agreements hereinafter mentioned:

1. **CONTRACTOR** will provide a crew of 8 laborers to work at various sites around Humboldt Bay under the direction of **DISTRICT** staff or their designated representatives.
2. **DISTRICT** will furnish the materials, supplies, tools, and equipment necessary for the work.
3. **CONTRACTOR** agrees to perform the work on an hourly basis at a rate of \$16/hr per person, working 6 hour days, up to a total value of \$10,000. This amount is expected to be supplemented through mutual signed agreement of **DISTRICT** and **CONTRACTOR** as additional grant funding for the project becomes available.
4. **CONTRACTOR** will commence the services within 3 calendar days after the date of award.
5. The terms of this contract may only be amended in writing by mutual agreement of both parties. The **DISTRICT** may terminate the contract upon giving thirty (30) days written notice to the contractor. In the case of early termination, a final payment will be made to the contractor upon receipt of an invoice covering costs incurred up to the issuance of the notice of termination, based on the portion of work completed.
6. **DISTRICT** will make payment within thirty (30) days of acceptance of monthly invoices.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. **CONTRACTOR** shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of the contact.
9. With respect to operations performed under or incident to this agreement, **CONTRACTOR** agrees to obtain and maintain the following insurance with coverages listed below:
 - a. Workers' Compensation insurance meeting statutory limits and employer's liability insurance in an amount not less than \$1,000,000 for all employees engaged in this Project:
 - b. Professional and General liability insurance that provides protection for claims which may arise out of or result from operations under this agreement. Liability insurance coverages shall be not less than a single limit coverage of \$1,000.000;
 - c. All insurance certificates shall list **DISTRICT** as additionally insured and include an Endorsement

Any and all deductible amounts are the responsibility of the **CONTRACTOR**.

10. **CONTRACTOR** shall be responsible for all injuries or deaths to persons and all damage to property of **DISTRICT** or others caused by or resulting from the negligence of **CONTRACTOR**, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered. **CONTRACTOR AND DISTRICT** shall defend and hold harmless and indemnify each other and all their officers and employees from all costs and payments for damages for injures or deaths arising out of their respective negligence.
11. **CONTRACTOR** shall perform work in a professional manner and shall be responsible and accountable for the accuracy, completeness, clarity, and adequacy of the work.
12. No project work can be performed until the **CONTRACTOR** has received an executed copy of this Agreement.
13. The **CONTRACTOR** shall comply with all applicable state laws, rules, regulations and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations and ordinances. As may be necessary, the Contractor shall be responsible for obtaining the services of

appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code.

14. If the **CONTRACTOR** fails to perform in accordance with the provisions of this Agreement, the **DISTRICT** retains the right, at its sole discretion, to delay, interrupt or suspend the work for which the contract monies are supplied.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

MIKE WILSON, President

ATTEST:

PATRICK HIGGINS, Secretary

Contractor

NAME
Address

Witness

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Mike Wilson
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



May 24, 2013

ADMINISTRATIVE PERMIT

Ryan L. Miebach, CPSS/CPSC
Soil Scientist - Arcata, CA MLRA SSO
USDA/Natural Resources Conservation Service
1125 16th St, Room 219
Arcata, California 95521
(707) 822-7090 x 101

RE: Sediment Sampling for Soil Surveys

Administrative Permit No. A-2013-02

Dear Mr. Meibach

This is to inform you that the Humboldt Bay Harbor, Recreation and Conservation District (District) has approved your application as detailed in the attached Exhibit A for the above referenced purpose, with the following conditions:

1. Any other permits or approvals required by other agencies must be obtained before commencing work.
2. Permission for access on or over other land owners must be obtained prior to commencing work on said lands – this permit does not authorize access over or to any lands aside from those owned by the Harbor District. (Tidelands are open to all as public trust lands, but access often requires crossing private lands above the high tide line)
3. Any markers, flags, or other materials used as part of the sampling effort will be promptly removed from the tidelands.
4. Immediately prior to any collection event on Woodley Island, the personnel involved must notify the Woodley Island Marina on-duty Security Guard, Dockmaster, or Maintenance Staff at 496-2542.
5. Any change from the proposed study detailed in Exhibit A must be submitted in writing and coordinated and approved in advance by the District Director of Conservation.

Neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District, shall be liable to any extent, for the 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, and the Permittee shall indemnify and hold this Harbor District, its Commissioners and Officers free and harmless from any liability for any such injury, death or damages.

This Permit is valid as of this date for a period of one (1) year. Appeals may be made at the next regular session of the Board at 7:00 p.m. in the Woodley Island Marina Conference Room.

Please sign and return the original of this letter if this Permit and its content are fully understood. A copy is enclosed for your files. The acknowledgement should be returned within ten (10) days following Permit issuance.

Wendy Berman 5/24/13
Permittee/Agent Date

If there are any questions with regards to this permit, please contact this office referring to the Permit number indicated above.

Sincerely,

Daniel Berman
Director of Conservation

- C: Board of Commissioners
- Director of Administrative Services
- District Planner
- District Dock Master
- District Security
- Chief Executive Officer

Ryan Z. Mischak 5-28-2013

Bob Rayman NRCS MREBA Soil Survey leader 5-28-2013

Jonathon W Hooper 5-28-2013

From: Miebach, Ryan - NRCS, Arcata, CA [mailto:Ryan.Miebach@ca.usda.gov]
Sent: Tuesday, May 21, 2013 3:19 PM
To: Dan Berman
Subject: RE: Humboldt Bay tidelands

Dan,

Thank you for your cooperation and assistance in acquiring permission to perform soil survey activities within the Humboldt Bay area.

Soils documentation and sampling on the bay area sites would include the use of: a 3 inch diameter auger (manual) or a 2 inch diameter core or smaller hand probe (manual). Typically, we attempt to describe and sample to a minimum depth of 100 centimeters and generally no more than 2 meters. We will attempt to remove small amounts of soil/sediment from the sites for lab analysis (pH, texture, % organic matter).

Our sampling plan is to immediately focus on the Tidal Marshes, then the High Tidal (mud) flats, and finally the Lower Tidal Flats. From our research and GIS modeling, we anticipate the need to describe a minimum of 15 locations throughout these areas.

I have attached two documents that were developed to describe and support the activities of the National Cooperative Soil Survey within Humboldt County.

Thank you,

Ryan L. Miebach, CPSS/CPSC
Soil Scientist - Arcata, CA MLRA SSO
USDA/Natural Resources Conservation Service
1125 16th St, Room 219
Arcata, California 95521

(707) 822-7090 x 101
(707) 822-7131 - Fax



Humboldt County Resource Conservation District

5630 South Broadway Eureka, CA 95503

Phone (707) 444-9708 ext. 117 Fax (707) 442-7514
hered@yahoo.com

September 13, 2012

Dear Landowner,

The completion of the updated Humboldt – Del Norte Counties Soil Survey is a cooperative undertaking, headed up by the USDA Natural Resources Conservation Service.

A complete and updated soil survey will provide you, as a private landowner, with key information for making decisions about the management of your land. The soil survey will give you important information about your soils, such as clay content, depth to bedrock and water holding capacity. The soil survey also has predictions as to how the soil will react to different land uses based upon the soil properties. Examples of this are: rangeland productivity, woodland productivity, limitations for building site development, and suitability for construction materials.

Completion of the updated soil survey is a high priority of the Humboldt County Resource Conservation District and we encourage your cooperation. The staff of the Soil Survey Office may be contacting you in the near future to ask permission to gather soils information on your property. They will not enter private property without permission of the landowner. They usually gather information by looking at road cuts, and by using a hand-auger. Soil survey technicians know to leave gates as they are found.

I'm writing to ask that you support the goal of completing the data collection needed to finish the soil survey and replace the 40 year old survey data that is currently in use. I am asking that you assist in this effort by providing access to the Soil Survey crew when they ask permission. If you have questions feel free to contact the soil survey office at: 822-7090.

Sincerely,

Dan Cohoon, Chairman
Humboldt County Resource Conservation District
707-444-9708



Soil Survey of Humboldt and Del Norte Counties

Soil Survey of Humboldt and Del Norte Counties

The National Cooperative Soil Survey program is a nationwide effort to map and describe our nation's soil resources. As part of this effort soil scientists are currently mapping Humboldt and Del Norte counties.

The survey area consists of 2,179,660 acres, including private rural and urban land, the Redwood National and State Parks, tribal land, and BLM land. If you own land within the survey area, a soil scientist may contact you by phone or letter to ask permission to gather soil information on your property.

Soil scientists obtain soil information from road cuts and from hand digging or boring small holes to a depth of 2 meters. A soil scientist will always take precautions to avoid damaging your property. The only information collected is what is necessary to characterize the soil and site at that location. Soil depth and texture, amount of rock fragments, and slope are some examples.

From this data gathering effort, a soil survey report will be published. The soil survey report will show the types of soil at a given location along with their physical and chemical properties.



Based on these soil properties, the soil survey provides interpretations of soil behavior for various land uses, such as rangeland and woodland productivity, limitations for building site development, and suitability for sources of construction materials.



This work is being performed by the Natural Resources Conservation Service (NRCS) with the support of the Humboldt Resources Conservation District. NRCS is a non-regulatory agency that provides information and technical assistance to private and public landowners. In addition to the Soil Survey Program, NRCS offers a variety of technical and financial assistance to landowners, farmers, and communities for projects designed to reduce soil erosion and improve water quality.

We greatly appreciate your help with this effort to provide a modern soil survey for Humboldt and Del Norte counties. For more information about the soil survey and other NRCS programs, contact the offices listed below.

Arcata Soil Survey Office

1125 16th Street., Rm. 219, Arcata, CA 95521
(707)-822-7090

Eureka Service Center

5630 S. Broadway Street, Eureka, CA 95503
(707)-442-6058

To view a California soil survey, visit our website:
<http://www.ca.nrcs.usda.gov/mlra02/>

For information about the Soil Survey Program, visit:
<http://soils.usda.gov/>

COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Mike Wilson
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



California Environmental Quality Act Notice of Exemption

Project Title: Sediment Sampling for NRCS Soil Surveys

Project Proponent:

Ryan L. Miebach, CPSS/CPSC
Soil Scientist - Arcata, CA MLRA SSO
USDA/Natural Resources Conservation Service
1125 16th St, Room 219
Arcata, California 95521

OB
Project Summary: The applicant and fellow NRCS staff will manually collect approximately soil samples from tidal marshes and mud flats using a 3 inch diameter auger (manual) or a 2 inch diameter core or smaller hand probe (manual). Samples are collected to a minimum depth of 100 centimeters and generally no more than 2 meters. We will attempt to remove small amounts of soil/sediment from the sites for lab analysis (pH, texture, % organic matter). Approximately 15 sampling locations in Humboldt Bay are anticipated.

Pertinent California Environmental Quality Act (CEQA) Exemption: CEQA Guidelines §15306 "Information Collection" exempts basic data collection, research, experimental management and resource evaluation activities that do not result in serious or major disturbance to an environmental resource.

Rationale for Exemption: This is a data collection project that can be expected to have negligible impacts to environmental resources. Therefore, as provided in CEQA Guidelines §15306, the proposed project is exempt because it will consist of basic data collection, research and resource evaluation activities and will not result in a serious or major disturbance to an environmental resource.

Contact: Dan Berman
Director of Conservation
Humboldt Bay Harbor, Recreation and Conservation District

Date 5/24/13

Signature 
Daniel Berman, Director of Conservation