

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

DATE: February 9, 2023

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

PLACE: Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501

Public Advisory: The Woodley Island Meeting Room is now open to the public.

How to Observe and Participate in the Meeting:

Observe: Members of the public can attend the meeting in person or observe the meeting on Zoom at the following link: <https://us02web.zoom.us/j/6917934402>

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

Public members observing on Zoom will not be able to participate or provide comment. Members of the public who may wish to provide public comment during the meeting must attend in person.

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 (707) 443-0801 at least 24 hours in advance of the meeting.

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

Agenda for February 9, 2023 Regular Board Meeting

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

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.*

Agenda for February 9, 2023 Regular Board Meeting

8. Consent Calendar

- a) Adopt Minuets for January 7, 2023 Special Ceremonial Meeting
- b) Adopt Minutes for January 12, 2023 Regular Board Meeting
- c) Receive District Financial Reports for November 2022
- d) New Charter Agreement for Reincke Marine Fabrications to operate a Bed & Breakfast at Woodley Island Marina
- e) Charter Agreement Renewal for Jaimoe Kibby dba Humboats Kayak Adventures to operate a Charter Service at Woodley Island Marina

9. Communications, Reports and Correspondence Received

- a) Acceptance of Donation of Fisherman Statue Painting from Brian Bishop
- b) Correspondence Received
- c) Executive Director's Report
- d) Staff Reports
- e) District Counsel and District Treasurer Reports
- f) Commissioner and Committee Reports

10. Unfinished Business

- a) **Review of Subcommittees and Change Subcommittees and Committee Assignments As Needed**

Recommendation: Staff recommends the Board: 1) Review the list of current subcommittees; 2) Assign a new committee member to replace former Commissioner Richard Marks; 3) Propose changes to current subcommittee members at the Board's discretion.

Summary: Subcommittees are formed regularly throughout the year and are Ad Hoc. Staff would like to review the active subcommittees annually to renew, discontinue or add new, as well as giving members the opportunity to reevaluate their membership and replace vacancies.

11. New Business

- a) **Review of Cruise Ship Marketing and Consider Establishing a Cruise Ship Fee**

Recommendation: Receive a report and Provide direction as required.

Summary: The District has been working with the City of Eureka, County of Humboldt and a variety of other organizations and individuals to market the Port, City, and region to the cruise ship industry. Even though the cruise ship industry has experienced difficult times during the covid pandemic, our region has been able to attract cruise ships to our area.

- b) **Authorize the Executive Director to Negotiate and Enter into an Agreement for Municipal Advisory Services**

Agenda for February 9, 2023 Regular Board Meeting

Recommendation: Authorize the Executive Director to execute and negotiate non-material amendments for an Agreement to provide Municipal Advisory Services to support the financing of capital improvements projects, including maintenance dredging.

Summary: On November 10, 2022, staff shared a borrowing plan to potentially secure funding for dredging Woodley Island Marina, and other capital improvements projects which are necessary due to aging assets and infrastructure. At that time, the Board directed staff to enter into an agreement for Bond Counsel Services to aid the District in securing the required financing to carry out such activities.

c) Receive Report Providing Status Update of Contracts and Budgets Associated with the District's Offshore Wind Heavy Lift Marine Terminal Project

Recommendation: Receive Report regarding current contracts and budgets associated with the District's Offshore Wind Heavy Lift Marine Terminal Project.

Summary: On 3/10/22, the Board authorized the Executive Director to sign a \$10,450,000 funding agreement from the California Energy Commission to partially fund the planning, permitting, design, and construction of the District's Offshore Wind Heavy Lift Marine Terminal Project. During the same Board meeting on 3/10/22, the Board approved a contract with Moffatt & Nichol for \$3,567,500 to initiate the permitting and design of the project. Both contracts are valid until 2026.

d) Consider Adopting Resolution 2023-03, A Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2023

Recommendation: Adopt Resolution 2023-03 and accept the meeting calendar for 2023.

Summary: Annually the Board approves a Resolution which appoints specific staff and/or consultants, established financial limitations, legal notice designations, meeting schedules, and other business matters of the District.

13. Future Agenda Items

- a) FY 2023/2024 Budget

14. Adjournment

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

January 7, 2023

The Humboldt Bay Harbor, Recreation and Conservation District met in Ceremonial Session on the above date, at 1:30 PM at 930 Vance Avenue in Samoa, CA at the Timber Heritage Association Roadhouse.

CEREMONIAL SESSION – 1:30 PM

PRESENT: DALE
 HIGGINS
 NEWMAN

ABSENT: HIGGINS

QUORUM: YES

Ceremonial Session to Commemorate the Transfer of Approximately 9 Acres of Real Property Located at 930 Vance Avenue, Samoa, County of Humboldt, California (APN No. 401-031-077-000) (“Property”), to the Non-Profit Timber Heritage Association

ADJOURNMENT – 1:40 PM

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

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

January 12, 2023

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. at the Woodley Island Marina meeting room, 601 Startare Drive, Eureka, CA 95501.

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.

SWEARING IN OF ELECTED COMMISSIONERS FOR DIVISION 3 AND DIVISION 4 PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10265

BUSINESS

- 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: 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.
- c) 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.
- d) 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.
- e) 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

Draft Minutes for January 12, 2023 Regular Board Meeting

Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company.
Under negotiation: price and terms of payment.

- f) 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.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: BENSON
DALE
KULLMANN
HIGGINS
NEWMAN

ABSENT: NONE

QUORUM: YES

PLEDGE OF ALLEGIANCE

ELECTION OF BOARD PRESIDENT, VICE PRESIDENT AND SECRETARY

COMMISSIONER HIGGINS NOMINATED INCUMBENTS TO SERVE ANOTHER TERM.
COMMISSIONER BENSON SECONDED.

COMMISSIONER HIGGINS AMENDED HIS MOTION AS FOLLOWS: GREG DALE AS BOARD CHAIR, STEPHEN KULLMANN AS VICE CHAIR AND AARON NEWMAN AS SECRETARY.

COMMISSIONER BENSON SECONDED THE AMENDMENT.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

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: Melanie McCavour of Bear River Rancheria commented on the correspondence received.

CONSENT CALENDAR

- a) Adopt Minutes for December 8, 2022 Regular Board Meeting

- b) Receive District Financial Reports for October 2022

COMMISSIONER KULLMANN MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-B.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Draft Minutes for January 12, 2023 Regular Board Meeting

Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: NONE
Abstain: BENSON

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
 - 1. Wiyot Tribal Council Resolution NO 22-28 Affirming the ancestral territory and jurisdiction of the Wiyot Tribe and Duly Enrolled Citizens of the Tribe.
 - 2. Letter from the Humboldt Bay Municipal Water District regarding water supply needs for the Heavy Lift Marine Terminal project.

UNFINISHED BUSINESS - NONE

NEW BUSINESS

- a) **Consider Adopting Resolution 2023-01, A Resolution Declaring that Governing Body and Volunteers Shall Be Deemed Employees of the District for the Purpose of Providing Workers' Compensation Coverage**
 - I. Executive Director 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 HIGGINS MOVED TO ADOPT RESOLUTION 2023-01, A RESOLUTION DECLARING THAT GOVERNING BODY AND VOLUNTEERS SHALL BE DEEMED EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF PROVIDING WORKERS' COMPENSATION COVERAGE.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE

- b) **Consider Adopting Resolution 2023-02, A Resolution Accepting Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response for Oil Spill Prevention and Response Equipment, and to Authorize the Executive Director to execute the Grant Agreement**

- I. District Staff 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 HIGGINS MOVED TO ADOPT RESOLUTION 2023-02, A RESOLUTION ACCEPTING FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, OFFICE OF SPILL PREVENTION AND RESPONSE FOR OIL SPILL PREVENTION AND RESPONSE EQUIPMENT, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

c) Consider Appointing Board Member as the Harbor District Representative on the Humboldt Bay Development Association to Replace Richard Marks.

- I. Chair Dale 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 HIGGINS MOVED TO APPOINT AARON NEWMAN TO THE HUMBOLDT BAY DEVELOPMENT ASSOCIATION.

COMMISSIONER KULLMANN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

ADJOURNMENT – 7:23 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

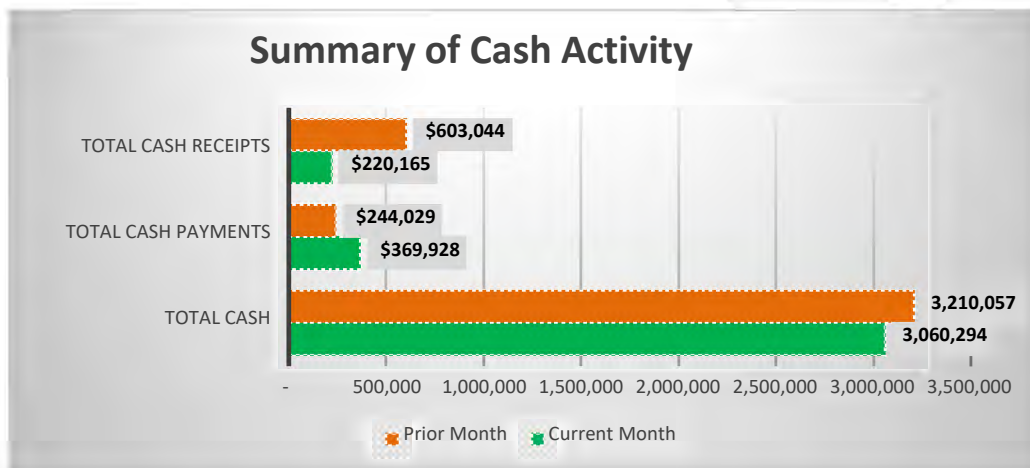
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended November 30, 2022 and October 31, 2022

	<u>11/30/22</u>	<u>10/31/22</u>
<u>Account Balances</u>		
Checking	\$ 151,024	\$ 404,862
Savings	1,904,831	1,799,801
County Treasury	1,002,941	1,002,941
Cash on hand	1,498	2,453
Total Cash	<u>3,060,294</u>	<u>3,210,057</u>
Less: Restricted cash for Marina surcharges	<u>(1,726,556)</u>	<u>(1,707,129)</u>
Unrestricted Cash	<u>1,333,738</u>	<u>1,502,928</u>
Less: Unexpended grant proceeds and Nordic & Crowley deposits included in cash above	<u>(1,616,910)</u>	<u>(1,626,457)</u>
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	<u>(283,172)</u>	<u>(123,529)</u>
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 3,210,057	\$ 2,851,042
Monthly Deposits	220,165	603,044
Monthly Payments	<u>(369,928)</u>	<u>(244,029)</u>
Balance, End of Month	<u>\$ 3,060,294</u>	<u>\$ 3,210,057</u>
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Tenera Environmental Inc.	\$ 28,038	\$ 17,850
Cox, Castle & Nicholson multipurpose dock expenditures	47,527	
Semi-annual property tax expense	21,815	
Sub-total, Significance/Unusual Expenses	<u>97,380</u>	<u>17,850</u>
General operating expenses and other misc. expense	<u>272,548</u>	<u>226,179</u>
Total Cash Payments	<u>\$ 369,928</u>	<u>\$ 244,029</u>
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Crowley lease deposit		\$ 350,000
Sub-total, Significant/Unusual Revenues	<u>-</u>	<u>350,000</u>
General revenues	<u>220,165</u>	<u>253,044</u>
Total Cash Receipts	<u>\$ 220,165</u>	<u>\$ 603,044</u>



2:09 PM

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of November 30, 2022

02/03/23

Accrual Basis

	Nov 30, 22
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	21,655.09
10200.1 · Cash in PNC, Checking	129,360.82
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	1,795,826.87
10700.1 · Cash in bank, Water PNC	109,003.74
10901 · UNEXPENDED MARINA SURCHARGES	1,726,556.26
10903 · RESTRICTED CASH	-1,726,556.26
Total Checking/Savings	3,060,067.03
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,555,388.10
Total Accounts Receivable	1,555,388.10
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-348,738.64
12200 · TAXES RECEIVBLE	500,000.00
12300 · INTEREST RECEIVBLE	43,793.32
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	91,420.64
12900 · Accounts Receivable FSM	-1,025.38
1499 · Undeposited Funds	218.31
Total Other Current Assets	6,135,043.25
Total Current Assets	10,750,498.38
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	3,261,406.00
19000 · Deferred Outflows of PERS	293,553.00
Total Other Assets	3,554,959.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

02/03/23

As of November 30, 2022

Accrual Basis

	Nov 30, 22
TOTAL ASSETS	24,650,857.62
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	676,517.98
Total Accounts Payable	676,517.98
Credit Cards	
20112 · US Bank Visa	5,600.87
Total Credit Cards	5,600.87
Other Current Liabilities	
Payroll tax & Withholding Liab	
21300 · STATE UNEMPLOYMENT TAX	166.25
21600 · PERS CARE/MEDICAL INSURANCE	5,571.60
21700 · PERS RETIREMENT	5.60
21800 · STATE DISABILITY INSURANCE	-721.89
21900 · UNION DUES DEDUCTIBLE	99.68
Total Payroll tax & Withholding Liab	5,121.24
20100 · LEASE PAYABLE TO HBDA	-19,216.00
20200 · NOTES PAYABLE	327,959.14
20400 · ACCRUED WAGES PAYABLE	33,725.81
20500 · ACCRUED INTEREST	57,881.79
20600 · ACCRUED VACATION PAYABLE	43,583.71
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,680.00
20802 · PLUG DEPOSITS ON HAND	1,270.00
20803 · SLIP DEPOSITS ON HAND	52,352.88
20804 · STORAGE DEPOSITS	3,836.15
20806 · LEASE SECURITY DEPOSIT	454,079.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,825.00
Total 20800 · DEPOSITS ON HAND	534,793.71
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	1,260,910.15
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	7,122,544.23
Total Current Liabilities	7,804,663.08
Long Term Liabilities	
24001 · Gound Lease Amortization	-404,360.69
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	3,255,658.00
Total Long Term Liabilities	6,682,846.80
Total Liabilities	14,487,509.88
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,404,911.59
30900 · RESTRICTED FUND BALANCE	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of November 30, 2022

	<u>Nov 30, 22</u>
30901 · Restricted Fd Bal-Curr Yr Chang	116,248.06
30900 · RESTRICTED FUND BALANCE - Other	<u>1,610,308.40</u>
Total 30900 · RESTRICTED FUND BALANCE	1,726,556.46
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-1,683,627.00
31201 · General Fund-Change is Restrict	-116,248.06
31200 · GENERAL FUND BALANCE - Other	<u>773,151.99</u>
Total 31200 · GENERAL FUND BALANCE	-1,026,723.07
Net Income	<u>58,602.76</u>
Total Equity	<u>10,163,347.74</u>
TOTAL LIABILITIES & EQUITY	<u><u>24,650,857.62</u></u>

2:12 PM

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

02/03/23

November 2022

Accrual Basis

	Nov 22	Jul - Nov 22
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	14.00
Total Donations	0.00	14.00
Dredging Revenue		
41318 · Dredging Surcharge - T	14,426.60	88,230.18
Total Dredging Revenue	14,426.60	88,230.18
Fees		
40108 · PERMITS-T	250.00	2,100.00
40808 · Pilotage Services - T	0.00	150.00
41308 · Moorage - T	0.00	10.64
41308.1 · Poundage - T	141.95	1,421.70
41818 · Late Charges/Interest - T	575.00	3,325.00
41819 · Late Charges/Interest - NT	75.00	-3,798.84
45608 · Chevron - Ports O&M - T	0.00	8,087.50
Total Fees	1,041.95	11,296.00
Float Replacement Account		
41418 · Float Replacement	6,110.87	35,961.81
Total Float Replacement Account	6,110.87	35,961.81
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.00	5,944.50
Total Harbor Grants	0.00	5,944.50
Total Grant Revenue	0.00	5,944.50
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	5,754.00	70,162.51
Total Harbor Surcharge	5,754.00	70,162.51
Interest Revenue		
43108 · Interest Income - T	2,729.96	18,010.29
43109 · Interest Income - NT	54,355.00	162,956.00
Total Interest Revenue	57,084.96	180,966.29
Other Revenue		
45908 · Other Revenue - T	0.00	6.00
45909 · Other Revenue - NT	10,313.57	18,435.03
Total Other Revenue	10,313.57	18,441.03
Rent Income		
40218 · Slip Rents - T	38,948.11	234,892.30
40318.1 · Transient Rentals - T	1,292.49	19,738.91
40518 · Equipment Rent - T	0.00	380.00
40519 · Equipment Rent - NT	140.00	350.00
40809 · Yard Rent - NT	1,021.20	5,106.00
41108 · Rents, Tidelands Leases - T	29,779.33	150,121.26
41309 · Storage - NT	3,717.55	22,039.96
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	25,038.45
41409 · Upland Rent - NT - Other	50,993.40	286,762.33
Total 41409 · Upland Rent - NT	56,001.09	311,800.78
Total Rent Income	130,899.77	744,429.21
Sales		

Humboldt Bay Harbor, Recreation & Conservation District

02/03/23

Profit & Loss

Accrual Basis

November 2022

	Nov 22	Jul - Nov 22
40119 · Concession Sales - NT	585.00	2,932.75
Total Sales	585.00	2,932.75
Tax Revenue		
43509 · Property Tax Revenues	100,000.00	500,000.00
Total Tax Revenue	100,000.00	500,000.00
Utility Surcharge		
40409 · Utility Surcharge - NT	4,885.95	25,214.74
40418 · Utility Surcharge, Marina Dock	10,031.75	24,740.13
Total Utility Surcharge	14,917.70	49,954.87
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	37.10	184.69
Total Income	341,171.52	1,708,552.84
Gross Profit	341,171.52	1,708,552.84
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,860.00	11,803.50
52508 · Accounting Fees - NT	620.00	4,767.00
Total Accounting/Auditing Services	2,480.00	16,570.50
Advertising & Promotion		
51000 · Advertising & Promotion - NT	0.00	461.73
51008 · Advertising & Promotion - T	0.00	547.97
Total Advertising & Promotion	0.00	1,009.70
Bad Debts		
51308 · Bad Debts - T	0.00	12,605.76
51309 · Bad Debts - NT	0.00	0.00
Total Bad Debts	0.00	12,605.76
Communications		
51400 · Communications - NT	1,936.92	11,750.97
51408 · Communications - T	344.00	3,658.46
Total Communications	2,280.92	15,409.43
Conference & Meetings		
51500 · Conferenes & Meetings - NT	3,546.33	6,264.58
51508 · Conferenes & Meetings - T	22.14	3,791.73
Total Conference & Meetings	3,568.47	10,056.31
Dredging Expense		
56708 · Dredging - GT	1,110.00	2,902.50
56718 · Dredging - MT	0.00	4,995.00
Total Dredging Expense	1,110.00	7,897.50
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	1,145.59	30,879.10
51608 · Dues & Subscriptions - T	212.50	337.75
Total Dues, Subscriptions & Licences	1,358.09	31,216.85
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	47,431.56
Total Elections & Government Fees	0.00	47,431.56
Engineering Services		
52400 · Engineering Fees - NT	2,497.40	2,929.94

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2022

02/03/23

Accrual Basis

	Nov 22	Jul - Nov 22
52408 · Engineering Fees - T	6,595.00	-31,742.50
Total Engineering Services	9,092.40	-28,812.56
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	645.00
51200 · Automotive, Fuel- NT	437.70	4,166.40
51208 · Vessel Fuel	1,408.13	2,269.98
51218 · Automotive, Fuel - T	557.70	4,692.22
Total Fuel	2,523.53	11,773.60
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	5,000.00
Total Conservation Grant Expenses	0.00	5,000.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	79,383.65	258,143.86
Total Harbor Grant Expenses	79,383.65	258,143.86
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	15,606.20	15,606.20
Total Recreation Grant Expenses	15,606.20	15,606.20
Total Grant Expenses	94,989.85	278,750.06
Insurance		
51800 · Insurance - NT	8,189.36	37,510.43
51808 · Insurance - T	1,286.18	7,549.77
51810 · INSURANCE M/A	0.00	4,267.81
51819 · INSURANCE M/NT		
53109.3 · Fields Landing Insurance	0.00	1,158.66
53209.1 · Shelter Cove Insurance	0.00	721.89
Total 51819 · INSURANCE M/NT	0.00	1,880.55
Total Insurance	9,475.54	51,208.56
Interest Expense		
55108 · Interest Expense - T	4,156.00	20,780.00
55109 · Interest Expense - NT	7,845.16	39,328.10
Total Interest Expense	12,001.16	60,108.10
Legal Services		
52300 · Legal Fees - NT	2,800.50	54,183.62
52308 · Legal Fees - T	1,623.50	11,758.88
Total Legal Services	4,424.00	65,942.50
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	272.70	3,526.10
52710 · Repairs & Maint, Equip - NT	27.29	1,448.07
52718 · Repairs & Maint, Equip - T	0.00	8,284.41
Total Maintenance - Equipment	299.99	13,258.58
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,920.48	31,432.36
52709 · REPAIRS & MAINTENANCE G/NT	0.00	659.98
52719 · Repairs & Maint, Facilities - N	4,056.15	35,762.42
Total Maintenance - Facilities	6,976.63	67,854.76
Maintenance - IT		
57008 · Maintenance, IT Equip - T	287.50	2,350.11
57009 · Maintenance, IT Equip - NT	287.50	2,693.43

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

02/03/23

November 2022

Accrual Basis

	Nov 22	Jul - Nov 22
Total Maintenance - IT	575.00	5,043.54
Maintenance Supplies		
52008 · Maintenance Supplies - T	1,168.86	1,335.02
52010 · Maintenance Supplies - NT	1,198.44	6,565.63
Total Maintenance Supplies	2,367.30	7,900.65
Office Supplies		
51900 · Office Supplies - NT	3,451.80	17,100.46
51908 · Office Supplies - T	1,167.04	3,328.87
51918 · OFFICE EXPENSE M/T	20.45	101.69
Total Office Supplies	4,639.29	20,531.02
Other Expenses		
54109 · Sea Scouts Expense - NT	1,558.33	1,558.33
Total Other Expenses	1,558.33	1,558.33
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	0.00	0.00
52110 · OUTSIDE SERVICES M/A	200.00	1,016.00
52118 · Outside Services, Other - T	0.00	-32,419.00
Total Other Professional/Outside Serv	200.00	-31,403.00
Permits		
51610 · Permits - NT	0.00	332.38
51618 · Permits - T	1,738.00	1,738.00
Total Permits	1,738.00	2,070.38
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	7,350.00
50208 · Commissioner's Salaries - T	630.00	3,150.00
Total Commissioners Fees	2,100.00	10,500.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	5,132.17	34,037.65
Total Contract Temporary Services	5,132.17	34,037.65
Payroll Burden		
50500 · Payroll Benefits, Other - NT	32,243.30	169,721.81
50508 · Payroll Benefits, Other - T	9,977.90	55,145.09
6560 · Workers' Comp	3,032.01	17,482.91
Total Payroll Burden	45,253.21	242,349.81
Salaries/Wages		
50100 · Salaries & Wages - NT	74,672.65	403,585.13
50108 · Salaries & Wages - T	0.00	129.68
Total Salaries/Wages	74,672.65	403,714.81
Total Personnel Expenses	127,158.03	690,602.27
Planning Services		
52200 · Planning Fees - NT	1,860.00	7,969.00
52208 · Planning Fees - T	875.00	5,356.38
Total Planning Services	2,735.00	13,325.38
Rent Expense		
54308 · Redwood Terminal 2 Lease Expens	17,650.00	86,120.18
Total Rent Expense	17,650.00	86,120.18

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2022

	Nov 22	Jul - Nov 22
Small Tools		
52800 · Small Tools - NT	0.00	1,676.91
Total Small Tools	0.00	1,676.91
Utilities		
52909 · Utilities - NT	14,781.91	90,618.15
52918 · Utilities - T	3,759.22	25,472.07
53000 · Water, Sewer, & Refuse - NT	6,349.13	52,215.92
53008 · Water, Sewer, & Refuse - T	3,331.69	21,890.33
Total Utilities	28,221.95	190,196.47
55700 · Float Replacement Expense - MT	0.00	46.74
Total Expense	337,423.48	1,649,950.08
Net Ordinary Income	3,748.04	58,602.76
Net Income	3,748.04	58,602.76

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Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of November 30, 2022

02/03/23

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	11/08/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,882.37
Liability Check	11/08/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,860.60
Liability Check	11/08/2022	ACH	California State Disburse...	200000002142499	-372.46
Liability Check	11/09/2022		QuickBooks Payroll Serv...	Created by Payro...	-25,669.28
Check	11/10/2022	1616	US Bank Corporate Pay...		-10,161.30
Bill Pmt -Check	11/10/2022	ACH	CalPERS 457 Program	457Match 11/10/...	-325.00
Bill Pmt -Check	11/10/2022	ACH	PERS Unfunded Accrue...	2233447024	-8,327.67
Liability Check	11/10/2022	ACH	CalPERS 457 Program	450348	-1,685.75
Liability Check	11/10/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,262.35
Liability Check	11/10/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	11/10/2022	1617	Pierson Building Center	1297	-943.72
Bill Pmt -Check	11/10/2022	1618	Shafer's Ace Hardware (...)	31586	-46.51
Check	11/10/2022	1619	Simpson, Larry	Tenant Refund	-40.00
Check	11/10/2022	1620	Twibell (Humboldt Sportfi...	Tenant Refund	-324.00
Check	11/10/2022	1621	Smullin, Don	Tenant Refund	-138.00
Check	11/10/2022	1622	Elvine-Kreis, Greg	Tenant Refund	-219.18
Bill Pmt -Check	11/10/2022	1623	101Netlink	WIM	-230.00
Bill Pmt -Check	11/10/2022	1624	ACWA JPIA	215	-25,778.31
Bill Pmt -Check	11/10/2022	1625	AT&T Phone	707 443-0800 07...	-242.15
Bill Pmt -Check	11/10/2022	1626	California Redwood Co.	Red Tank 08/18-...	-969.97
Bill Pmt -Check	11/10/2022	1627	CAPA	Membership Due...	-2,728.13
Bill Pmt -Check	11/10/2022	1628	Eureka-Humboldt Fire Ex...	VOID:	0.00
Bill Pmt -Check	11/10/2022	1629	Eureka Oxygen Company		-92.25
Bill Pmt -Check	11/10/2022	1630	Express Services, Inc.	28590512	-2,094.57
Bill Pmt -Check	11/10/2022	1631	Hensell Materials, Inc.	WIM	-70.79
Bill Pmt -Check	11/10/2022	1632	HSU Sponsored Progra...	Q3 2022 Ports, A...	-5,635.22
Bill Pmt -Check	11/10/2022	ACH	Humboldt Bay Developpe...	RMT2 Lease Py...	-53,733.00
Bill Pmt -Check	11/10/2022	1634	Humboldt Bay Municipal ...	9002.001 RMT2	-1,277.03
Bill Pmt -Check	11/10/2022	1635	Humboldt County Tax Co...	VOID:	0.00
Bill Pmt -Check	11/10/2022	1636	Humboldt Waste Manag...	WIM	-217.89
Bill Pmt -Check	11/10/2022	1637	McNeill, Brian	RPP Backflow R...	-50.00
Bill Pmt -Check	11/10/2022	1638	Mission Uniform & Linen	299313	-203.49
Bill Pmt -Check	11/10/2022	1639	Mitchell Law Firm, LLP		-6,079.00
Bill Pmt -Check	11/10/2022	1640	Napa Auto Parts	24290	-276.93
Bill Pmt -Check	11/10/2022	1641	Pacific Coast Shellfish G...	Allied Member D...	-500.00
Bill Pmt -Check	11/10/2022	1642	Pacific Gas & Electric (3...	6598073494-4	-120.42
Bill Pmt -Check	11/10/2022	1643	Pacific Gas & Electric (N...	2072047	-383.81
Bill Pmt -Check	11/10/2022	1644	Picky Picky Picky Inc.	J. Clark Temp H...	-88.47
Bill Pmt -Check	11/10/2022	1645	Platt Electric Supply	217917	-26.91
Bill Pmt -Check	11/10/2022	1646	Recology Eel River	061097997	-446.02
Bill Pmt -Check	11/10/2022	1647	Recology Humboldt Cou...	061218064	-729.18
Bill Pmt -Check	11/10/2022	1648	Recology Humboldt Cou...	A0060000265	-1,679.14
Bill Pmt -Check	11/10/2022	1649	Saucedo, Doug.	PO 1869 PE Exam	-933.09
Bill Pmt -Check	11/10/2022	1650	SHN Consulting Enginee...		-3,768.75
Bill Pmt -Check	11/10/2022	1651	StewTel, Inc.		-327.30
Bill Pmt -Check	11/10/2022	1652	Tenera Environmental Inc.	20236001	-28,038.19
Bill Pmt -Check	11/10/2022	1653	Times-Standard, Tri-City ...	Newspaper Subs...	-277.05
Bill Pmt -Check	11/10/2022	1654	Tony Gosselin & Sons	Gem Car	-42.00
Bill Pmt -Check	11/10/2022	1655	Eureka-Humboldt Fire Ex...		-2,039.57
Bill Pmt -Check	11/10/2022	1656	Humboldt County Tax Co...	401-112-024-000...	-3,802.50
Bill Pmt -Check	11/10/2022	1657	Humboldt County Tax Co...	1st Installment 3...	-21,814.53
Bill Pmt -Check	11/11/2022	1658	Pacific Gas & Electric (1...	Acct #06704919...	-2,542.84
Bill Pmt -Check	11/11/2022	ACH	Francotyp-Postalia	466106100	-300.00
Liability Check	11/21/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,893.58
Liability Check	11/21/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,320.58
Liability Check	11/21/2022	ACH	California State Disburse...	200000002142499	-372.46
Bill Pmt -Check	11/22/2022	ACH	Pacific Gas & Electric (8...	0074698259-4	-9,789.58
Liability Check	11/23/2022		QuickBooks Payroll Serv...	Created by Payro...	-27,847.65
Bill Pmt -Check	11/23/2022	ACH	CalPERS 457 Program	457Match 11/25/...	-325.00
Liability Check	11/25/2022	1660	Operating Engineers Loc...	94-2262845	-249.20
Liability Check	11/25/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,263.05
Liability Check	11/25/2022	ACH	CalPERS 457 Program	450348	-1,685.75
Liability Check	11/25/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	11/25/2022	1661	Franchise Tax Board		-100.00
Bill Pmt -Check	11/25/2022	1662	Anderson Trucking LLC		-2,150.00
Bill Pmt -Check	11/25/2022	1663	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	11/25/2022	1664	B & B Portable Toilets	RWD	-133.84
Bill Pmt -Check	11/25/2022	1665	City of Eureka (Sewer)	2001-901804-02	-1,459.98

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of November 30, 2022

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/25/2022	1666	City of Eureka (Water)	2001-901802-01	-5,203.40
Bill Pmt -Check	11/25/2022	1667	Cox, Castle & Nicholson ...		-14,310.00
Bill Pmt -Check	11/25/2022	1668	David L. Moonie & Co., L...		-3,800.00
Bill Pmt -Check	11/25/2022	1669	Eureka Oxygen Company		-50.71
Bill Pmt -Check	11/25/2022	1670	Express Services, Inc.	28590512	-876.16
Bill Pmt -Check	11/25/2022	1671	Francotyp-Postalia	466106100	-145.66
Bill Pmt -Check	11/25/2022	1672	Humboldt Bay Solar Fun...	HB0520	-8,155.62
Bill Pmt -Check	11/25/2022	1673	Humboldt Community Se...	3165	-538.83
Bill Pmt -Check	11/25/2022	1674	Mission Uniform & Linen	299313	-342.10
Bill Pmt -Check	11/25/2022	1675	Northern California Glove	3474	-84.17
Bill Pmt -Check	11/25/2022	1676	Petty Cash	Petty Cash	-127.09
Bill Pmt -Check	11/25/2022	1677	Planwest Partners, Inc.		-5,010.00
Bill Pmt -Check	11/25/2022	1678	Sea Scouts		-500.00
Bill Pmt -Check	11/25/2022	1679	Security Lock & Alarm		-21.85
Bill Pmt -Check	11/25/2022	1680	Shelter Cove Fishing Pre...		-4,166.66
Bill Pmt -Check	11/25/2022	1681	Shelter Cove Resort Imp...	SC 09/28-10/26/...	-216.36
Bill Pmt -Check	11/25/2022	1682	Southwest Answering Se...	10/06-11/02/202...	-200.00
Bill Pmt -Check	11/25/2022	1683	Staples Credit Plan	6035 5178 1247 ...	-509.13
Bill Pmt -Check	11/25/2022	1684	Thrifty Supply		-164.13
Bill Pmt -Check	11/25/2022	1685	Valley Pacific Petroleum ...	114137	-1,468.15
Bill Pmt -Check	11/25/2022	1686	Verizon Wireless		-124.62
Bill Pmt -Check	11/25/2022	1687	Coastal Business Syste...	WIM Copier Lease	-485.21
Bill Pmt -Check	11/25/2022	1688	Cox, Castle & Nicholson ...		-33,217.00
Bill Pmt -Check	11/25/2022	1689	Verizon Wireless		-376.83
Check	11/25/2022	1690	Silveira, Emanuel (MA)	Tenant Refund	-147.50
Bill Pmt -Check	11/25/2022	1691	Express Services, Inc.	28590512	-1,200.80
Bill Pmt -Check	11/25/2022	1692	Network Help To Go	December IT Ser...	-575.00
Check	11/30/2022			Service Charge	-221.16

Total 10200.1 · Cash in PNC, Checking

-367,979.13

TOTAL

-367,979.13

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A BED AND BREAKFAST BUSINESS

Startare Drive
Woodley Island Marina
PO Box 1030
Eureka, CA 95501

PERMITTEE:
Tod Reincke
dba *REINCKE MARINE FABRICATION*
P.O. Box 158
Fields Landing, CA 95537

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 **Tod Reincke**, dba ***REINCKE MARINE FABRICATION*** hereinafter referred to as "**Tod Reincke.**"

WHEREAS, **Tod Reincke** will be the Lessees of Slip Number 01, Float B.W. (Break Water), at the Woodley Island Marina for the vessel ***BETH***, 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 May 11, 2022 **Tod Reincke** made a written application to the District for a Permit from the District to operate the **Bed and Breakfast** business ***REINKE MARINE FABRICATION*** on the motor vessel "***BETH***" moored at Slip Number 01 Float B.W. at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, 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 **Tod Reincke**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Tod Reincke**, to operate the business **REINCKE MARINE FABRICATION** for the purpose of a **Bed and Breakfast** at the Woodley Island Marina. The Bed and Breakfast shall consist primarily of overnight accommodations. 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 **Tod Reincke** operates the business of a Bed and Breakfasts from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for one (1) year commencing on February 10, 2023 and terminating on February 9, 2023. District or **Tod Reincke** 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 **Tod Reincke** with or without cause or reason by giving **Tod Reincke** sixty (60) days written notice of termination and **Tod Reincke** 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 **Tod Reincke**, at **P.O. Box 158 Fields Landing, CA 95537**.

In the event **Tod Reincke** 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 **Tod Reincke** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a *Bed and Breakfast* shall terminate forthwith on the date of

termination of **Tod Reincke** 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 **Tod Reincke** 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", **Tod Reincke** 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: February 10, 2023, **Tod Reincke** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Tod Reincke** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Tod Reincke** 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 June 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 the Paragraph 4 is cancelled or terminated, **Tod Reincke** shall forthwith cease and stop their **REINCKE MARINE FABRICATION** 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. **Tod Reincke** shall, prior to commencing operation of **REINCKE MARINE FABRICATION**, obtain any and all necessary permits and licenses, if applicable, including but not limited to **City of Eureka business license** and **United States Coast Guard vessel inspection**. A United States Coast Guard inspection shall be conducted annually.
6. **Tod Reincke** 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 **Tod Reincke**, and **Tod Reincke** 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, **Tod Reincke** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Tod Reincke** 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. **Tod Reincke** 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. **Tod Reincke** 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 waste, 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 waste, 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. **Tod Reincke** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Tod Reincke** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director 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 **Tod Reincke** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Tod Reincke** 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. **Tod Reincke** is hereby notified by the District that this Permit and Agreement to Operate **REINCKE MARINE FABRICATION** 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 **Tod Reincke** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Tod Reincke** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Tod Reincke** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a Bed and Breakfast in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Tod Reincke** 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. **Tod Reincke** 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, _____, 2023, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**GREG DALE, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Tod Reincke, dba, REINCKE MARINE FABRICATION, as Permittees in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2022

By _____
**Tod Reincke, Owner
REINCKE MARINE FABRICATION**

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

**PERMIT AND AGREEMENT TO
OPERATE KAYAK RENTAL SERVICES**

Startare Drive
Woodley Island Marina
PO Box 1030
Eureka, CA 95501

PERMITEE:

Jaimoe Kibby
dba *Humboats Kayak Adventures*
1605 Hughes Ave
McKinleyville, CA 95519

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 **JAIMOE KIBBY**, individually, DBA, **HUMBOATS KAYAK ADVENTURES** hereinafter referred to as "Humboats".

WHEREAS, Humboats desires to operate the Humboats Kayak Adventures as a kayak rental, tour and lesson business from the Woodley Island Marina; and

WHEREAS, on or about January 18, 2023 **Jaimoe Kibby** made written application to renew the Permit to operate the business Humboats Kayak Adventures at Slip Number 02, Float A at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, of the District prohibits any commercial endeavor or charter service for hire, subparagraph (a), without a special permit from the District and payment of permit.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of Humboats hereinabove referred to:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Humboats, an independent contractor, to operate the business Humboats Kayak Adventures for the purpose of rentals, tours and

2023 Humboats Kayak Adventures

lessons from Woodley Island Marina. For the purpose of this Permit and Agreement, Humboats commercial endeavor shall be referred to as "Kayak Rental Service". Diving or diving instruction from or on said vessels shall not be allowed and shall be prohibited at all times.

2. As described in Exhibit A, Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; Humboats is permitted to use Slip Number 02, Float A, at the Woodley Island Marina for their vessels and barge.
3. As described in Exhibit B, Woodley Island Marina Storage Application, Humboats is permitted to use two (2) storage spaces in the Woodley Island Marina Storage Yard.
4. The term of this Permit and Agreement shall be for three (3) years commencing March 01, 2023 and terminating on February 28, 2026. District or Humboats 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 Humboats with or without cause or reason by giving Humboats sixty (60) days written notice of termination and Humboats shall terminate their Kayak Rental Service sixty (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 Jaimoe Kibby, 1605 Hughes Ave, McKinleyville, CA 95519. In the event Humboats is 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 Humboats' Berthing Permit is terminated pursuant to said Agreement, this Kayak Rental Service Permit and Agreement shall terminate forthwith on the date of termination of Humboats' Berthing Permit and Rental Agreement without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
5. In addition to the monthly/yearly rental payable by Humboats to the District

2023 Humboats Kayak Adventures

pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", Humboats shall pay District the sum of Two hundred fifty dollars (\$250.00) per year for this Permit to carry on a Kayak Rental Service pursuant to this Agreement. 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.

6. Humboats shall pay District all fees described in the agreement and as detailed in Exhibit A and Exhibit B of the agreement on an annual basis.
7. On or prior to the date of the Agreement, to wit: March 01, 2023 Humboats shall purchase and maintain throughout the term of the Permit and Agreement, Commercial General Liability insurance covering Humboats' operation of their Kayak Rental Service operation pursuant to the terms of the Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring Humboats from liability for bodily injury, death, or property damage as a result of their Kayak Rental Service operation and shall name District as an additional insured and provide District 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 is cancelled or terminated, Humboats shall forthwith cease and stop their Kayak Rental Service for hire operation 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.
8. Humboats shall prior to commencing operation of their Kayak Rental Service obtain any and all necessary permits and licenses applicable to Humboats operation.

9. Humboats 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 Humboats' Kayak Rental Service operation and Humboats 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, Humboats agrees to hold harmless, indemnify, and hold District non-responsible for any of Humboats' Kayak Rental Service 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.
10. Humboats at all times shall comply and shall obtain compliance of Lessee's 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, California Boating Law and those of federal and state government.
11. Humboats 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. Vessels underway within the marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers and under gangways is strictly prohibited. Humboats may place a sign on the vessels the size of which must be approved by the District's Executive Director. Humboats may place a directional sign for incoming traffic onto the Marina at a location and the type and size sign which is approved by the Executive Director of the District, which shall reasonably conform in size, shape, and colors of the signs heretofore existing on the Woodley Island Marina.
12. This Permit and Agreement is not transferable or assignable by Humboats

without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by Humboats shall be null and void.

13. 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.
14. 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.
15. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
16. Humboats is hereby notified by the District that this Permit and Agreement to Operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for 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 Humboats and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. Humboats agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that Humboats may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina. Humboats hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. Humboats agrees to and shall pay all possessory interest taxes levied any governmental agencies by reason of this Permit and Agreement to Operate Kayak Rental Services and

their Berthing Permit and Rental Agreement for their vessels, for Woodley Island Marina.

EXECUTED on, _____, 2023, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**GREG DALE, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Jaimoe Kibby, an individual, dba, HUMBOATS KAYAK ADVENTURE as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2023

By _____
**Jaimoe Kibby, Owner
HUMBOATS KAYAK ADVENTURE**

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

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
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: February 3, 2023

TITLE: Acceptance of Donation of Fisherman Statue Painting from Brian Bishop

STAFF RECOMMENDATION: Staff Recommends that the Board: Accept donation of painting from Brian Bishop, OE3 Retiree.

SUMMARY: Brian Bishop has donated a painting of the fisherman statue to the Harbor District. The painting was created in 2022 and is 35 x 50" depicting the iconic statue that sits on the west end of Woodley Island.



COMMISSIONERS
1st Division
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2nd Division
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3rd Division
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STAFF REPORT
HARBOR DISTRICT MEETING
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: February 3, 2023

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

STAFF RECOMMENDATION: Staff recommends that the Board: 1) Review the list of current subcommittees; 2) Assign a new committee member to replace former Commissioner Richard Marks; 3) Propose changes to current subcommittee members at the Board’s discretion.

SUMMARY: Subcommittees are formed regularly throughout the year and are Ad Hoc. Staff would like to review the active subcommittees annually to renew, discontinue or add new, as well as giving members the opportunity to reevaluate their membership and replace vacancies.

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

- Commissioner Marks was on the 2X2 Committee (City of Eureka/Harbor District) and will need to be replaced. Historically the 2X2 Committee members have been from the 1st and 4th Divisions as they have the most overlap with the City of Eureka.
- Commissioner Marks was an alternate on the Redwood Region Economic Development Commission
- The Labor Relations Committee membership should be evaluated

ATTACHMENTS:

- A. Current Subcommittee List as of 09/09/2022



Humboldt Bay Harbor, Recreation and Conservation District Active Subcommittees 2022

Humboldt Bay Development Association

Higgins and Newman
Marks, Unea & Zerlang

Commercial Fishing Subcommittee

Est. 02/10/2022
Newman and Kullmann

Budget (Ad-Hoc)

Dale and Kullmann

Redwood Region Economic Development Commission

Dale; Marks as alternate

Labor Relations (Ad-Hoc)

Dale and Kullmann

Dredging (Ad-Hoc)

Higgins and Newman

Shelter Cove/RID (Ad-Hoc)

Dale and Higgins

Samoa Peninsula Infrastructure/ Offshore Wind Energy Subcommittee (Ad-Hoc)

Est. 08/13/2020
Updated 09/08/2022
Dale and Kullmann

2x2 Committee (Eureka/Harbor District) (Ad-Hoc)

Marks and Newman

Pilotage Advisory Subcommittee (Staff Working Group, Ad-Hoc)

Est. 12/09/2021
Dale and Newman
Captain Petrusha, Captain Powell and Pete
Jackson

Volunteer Fireboat Program Liaison Est. 02/10/2022

Newman

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3rd Division

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4th Division

Craig Benson

5th Division

Patrick Higgins

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STAFF REPORT
HARBOR DISTRICT MEETING
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: February 3, 2023

TITLE: Review of Cruise Ship Marketing and Consider Establishing a Cruise Ship Fee

STAFF RECOMMENDATION: Staff recommends that the Board: Receive a report and Provide direction as required.

SUMMARY: The District has been working with the City of Eureka, County of Humboldt and a variety of other organizations and individuals to market the Port, City, and region to the cruise ship industry. Even though the cruise ship industry has experienced difficult times during the covid pandemic, our region has been able to attract cruise ships to our area.

DISCUSSION: The purpose of this item is to provide an overview of the ships that are projected to arrive this year as well as to provide an overview of how we are proposing to continue our cooperative relationship and attract additional cruise ships to our region.

COMMISSIONERS
1st Division
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2nd Division
Greg Dale
3rd Division
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STAFF REPORT
HARBOR DISTRICT MEETING
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: February 1, 2023

TITLE: Authorize the Executive Director to Negotiate and Enter into an Agreement for Municipal Advisory Services

STAFF RECOMMENDATION: Staff recommends the Board: Authorize the Executive Director to execute and negotiate non-material amendments for an Agreement to provide Municipal Advisory Services to support the financing of capital improvements projects, including maintenance dredging.

SUMMARY: On November 10, 2022, staff shared a borrowing plan to potentially secure funding for dredging Woodley Island Marina, and other capital improvements projects which are necessary due to aging assets and infrastructure. At that time, the Board directed staff to enter into an agreement for Bond Counsel Services to aid the District in securing the required financing to carry out such activities.

DISCUSSION: As a necessary action of the intending borrowing, The District is required to hire Consulting Services from a Qualified Municipal Advisor to support the legal and compliance side of such a transaction. Cal Muni Advisors has been interviewed by District staff and has been found qualified to provide such consulting services. Actions of the contract include preparing long-term capital financing plans, providing modeling and quantitative analysis, testing the district funding capacity, and reviewing the public-private partnership engagement for financing.

The term of the contract will remain concurrent with that of the Bond Counsel Services and will survive the event of borrowing to prepare required annual monitoring and maintenance services.

ATTACHMENTS:

- A.** Agreement for Consulting Services

The background of the page is a photograph of a coastal landscape. In the foreground, there are rolling hills covered in dry, golden-brown grass. In the middle ground, there are rugged, rocky cliffs leading down to a rocky beach. The ocean is visible in the background, with waves breaking against the shore. The image is overlaid with a horizontal band of orange at the top and bottom, and a horizontal band of blue in the middle, which serves as the background for the title text.

AGREEMENT FOR CONSULTING SERVICES

CALIFORNIA MUNICIPAL ADVISORS LLC
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into this __th day of February 2023, by and between the Humboldt Bay Harbor, Recreation, & Conservation District, a special district, organized and existing under the Constitution and laws of the State of California, with its principal place of business at 601 Startare Drive, Eureka, CA 95501 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

WHEREAS, the District is planning to undertake various capital projects to improve the overall infrastructure that serves the needs of the District and surrounding region; and

WHEREAS, as a financial consultant and municipal advisor to cities and other local government agencies throughout the State of California, CalMuni regularly works with agencies to prepare long-term capital financing plans, funding capacity scenarios, financial modeling/quantitative analysis, public-private partnership evaluations and other similar engagements, in each case acting in a fiduciary capacity to protect the long-term financial interests of public agencies; and

WHEREAS, the District desires to retain CalMuni to assist the District with various capital planning activities and capital raising efforts, as well as potential future services described in the list of services attached hereto as Exhibit A (the “Scope of Service”); and

WHEREAS, CalMuni is duly licensed and has the necessary qualifications, experience, and personnel necessary to properly provide the Scope of Services; and

WHEREAS, the Board, hereby authorizes the Executive Director to enter into this Agreement on behalf of the District; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the District and CalMuni agree as follows:

SECTION I. SCOPE OF SERVICES

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the District and CalMuni. Upon request of the District, CalMuni may agree to additional services to be provided by CalMuni, only by a separate agreement between the District and CalMuni.

B. The Scope of Services defines current, ongoing and additional services to be provided by CalMuni. The District shall not be responsible for payment of any Service unless mutually agreed upon and authorized by the District. CalMuni shall not be responsible for any performance of Services until mutually agreed upon and authorized by the District.

C. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

D. The District shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District's attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party.

E. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

F. CalMuni shall, at CalMuni's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

G. Upon the District's request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni's performance of the Services.

SECTION II. WORK SCHEDULE

The Services described in Section A-I of Exhibit A are to commence as soon as practicable after the execution of this Agreement. The balance of Services described in Exhibit A shall commence only upon the District's written direction.

SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption"). CalMuni shall

not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni’s prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its District’s of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni’s Disclosure Statement delivered to the District together with this Agreement as Exhibit C.

SECTION IV. COMPENSATION

A. For the Services provided under this Agreement, CalMuni’s professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days’ notice for a period of two (2) years from the date of final payment under this Agreement.

SECTION V. TERM AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

Exhibit	Termination Date
A-I – Issuance of Debt Obligations	December 31, 2023
A-II – General Financial Consulting Assistance	December 31, 2024
A-III – Annual Monitoring and Maintenance Services	Per Written Notice
A-IV – Annual CDIAC Debt Transparency Reporting	Per Written Notice

B. The District may suspend this Agreement and CalMuni’s performance of the Services, wholly or in part, by written notice to CalMuni, for such period as it deems necessary in the District’s sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District’s consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services, in whole or part, may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

SECTION VII. CONFIDENTIALITY

A. All information, data, reports, and records (“Data”) in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the District and waives and relinquishes all claims to copyright or intellectual property rights in favor of the District. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files

provided to the District will be compatible with the District's current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District's sole risk. Any and all liability arising out of changes made by the District to CalMuni's deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni's written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the District will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District's other clients, or to any other third party, without the District's prior express written consent.

SECTION VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

Humboldt Bay Harbor, Recreation, & Conservation District
601 Startare Drive, Eureka, CA 95501
Attention: Executive Director

California Municipal Advisors LLC
20 South Santa Cruz Avenue, Suite 300
Los Gatos, CA 95030
Attention: Andrew Flynn

SECTION IX. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the District's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the District.

SECTION X. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

SECTION XI. DISPUTE RESOLUTION

A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Santa Clara.

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

SECTION XII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

SECTION XIII. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the District and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SECTION XIV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

[Signature Page to Follow on Next Page]

IN WITNESS THEREOF, the District and CalMuni have executed this Agreement as of the day and year herein above written.

HUMBOLDT BAY HARBOR, RECREATION, & CONSERVATION DISTRICT

By: _____

Name:

Title:

CALIFORNIA MUNICIPAL ADVISORS LLC

By: _____

Name: Andrew Flynn

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

A-I. Issuance of Debt Obligations for Harbor Dredging Project.

Should the Issuance of a Debt Obligations be deemed appropriate by the District, CalMuni will provide debt issuance advisory services including the creation of the financing plan (the “Financing Plan”), development of a pricing strategy, management of the financing schedule and coordination of required pre-and-post sale documentation. As municipal advisor, CalMuni will successfully perform the following duties on behalf of the District, as required:

- *Financing Schedule.* Manage the financing process and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing is completed in a timely manner.
- *Method of Sale, Timing, Sizing and Structure of Debt Obligations.* Assist the District in creating a customized Financing Plan for the Debt Obligations including method of sale (private placement vs. public offering), timing, sizing, and structure.
 - a. *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
 - b. *Assist in the Preparation of Lender Request for Proposals.* If private placement is determined the best method of sale, assist the District (and any placement agent) with the preparation and distribution of Request for Proposals to banks and assist the District with analysis the responses of the responding banks.
 - c. *Timing of Issuances.* Advise as to the timing for each series of Debt Obligations to be sold based upon the District’s historical and projected revenues and expenses, market interest rate environment, and other factors.
 - d. *Sizing of Issues.* Advise as to the sizing of the Debt Obligations to be sold based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the financing program, and other matters.
 - e. *Structure of Debt Obligations.* Advise as to the repayment structure of the Debt Obligations to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
- *Rating Agency Preparation.* Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Evaluation of Credit Enhance Opportunities.* Evaluate potential cost effectiveness of credit enhancement options.
- *Lender/Underwriter Due Diligence Assistance.* Assist the District in providing due diligence information requested by lenders/underwriters, as applicable.

- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation prior to their approval.
- *Review of Debt Policy.* Review and provide any necessary updates to the District’s debt policy to ensure compliance with SB 1029 prior to issuance.
- *Board Presentations.* Assist District in presenting all related financing matters to the Board, as requested.
- *Pricing Strategy.* CalMuni will assist the District throughout the sales negotiation process with the Underwriter / Placement Agent.
 - a. Advise the District on the propriety of the Underwriter’s or Placement Agent’s proposed pricing and compensation relative to the current market conditions;
 - b. Negotiate to provide the lowest available rates and costs to the District;
 - c. Provide the District with a pricing analysis of proposed financing alternatives; and
 - d. Provide quantitative schedules showing the results of the final pricing.
- *Closing Documentation.* Review closing documents and otherwise assist in the closing of the transaction.

A-II. General Financial Consulting Assistance.

CalMuni will provide, at the express written request of the District (which can be by simple email direction), assistance to the District with development of strategic financial plans, funding capacity scenarios (evaluating the capital needs of the District and the revenue available to finance those needs), financial modeling/quantitative analysis, public-private partnership evaluations and other similar engagements . This shall include, upon the request of the District, collecting data from District and external sources, developing financial models and presentation materials as required to educate internal and external stakeholders of the District. These services may also include general advisory, financial policy assistance, strategic and analytical services, obtaining and analyzing proposals from third-party financial providers, facilitating strategic meetings with long-term financial implications, and other financial advisory services as may be needed at the direction of the District.

A-III. Annual CDIAC Debt Transparency Reporting (SB 1029)

At the express written request of the District, CalMuni will work with the District to provide applicable annual debt transparency reports (the “ADTRs”) for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The ADTRs are due

to CDIAC no later than January 31st of each year for any debt outstanding at any point during the prior fiscal year.

A-IV. MSRB Continuing Disclosure Compliance (Rule 15c2-12)

At the express written request of the District, for publicly offer bond transactions in which the District engages CalMuni to do the Continuing Disclosure Compliance Reporting, CalMuni will work closely with the District to provide and file the required annual continuing disclosure reports (“Annual Reports”) that must be filed on the Electronic Municipal Market Access (“EMMA”) system. Each obligation has distinct disclosure requirements. The primary reporting requirements generally include the filing of:

- Audited financial statements
- Other financial information and operating data
- Other material information
- Notices of Significant Events

CalMuni services will include the following:

- Prepare Annual Reports
- Supervise and direct the District on issues related to its disclosure obligations
- Notify the District of pending due dates
- Assist in the tracking of rating changes and other Significant Events
- Prepare Significant Events notices, as necessary
- Post Annual Reports, notices, and other required documentation to EMMA

EXHIBIT B
COMPENSATION FOR SERVICES

A-I. Issuance of Debt Obligations for Harbor Dredging Project.

For the Services described in Section A-I (Issuance of Debt Obligations for Harbor Dredging Project) of Exhibit A, CalMuni will be compensated on a contingent basis (i.e., only if Debt Obligations successfully issued) a flat fee of \$12,500, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$2,150. All fees and expenses associated with the issuance of Debt Obligations shall be paid from the proceeds of such Debt Obligations.

A-II. General Financial Consulting Assistance.

For the Services described in Section A-II (General Financial Consulting Assistance) of Exhibit A, CalMuni will be compensated on an hourly basis of \$310, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses. The invoice for these services will be submitted on a monthly basis. Hourly fees are subject to an annual inflationary adjustment to not exceed 3% in a year with written approval of the District.

A-III. Annual CDIAC Debt Transparency Reporting (SB 1029).

For the additional Services described in Section A-IV (Annual CDIAC Debt Transparency Reporting) of Exhibit A, if the District elects to utilize this service, CalMuni will be compensated on the basis an annual flat fee of \$450 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$250. The invoice for these services will be submitted upon completion and submission of the Report to CDIAC.

A-IV. MSRB Continuing Disclosure Compliance (Rule 15c2-12).

For the Services described in Section A-V (MSRB Continuing Disclosure Compliance) of Exhibit A, if the District elects to utilize this service, CalMuni will be compensated on the basis an annual flat fee of \$1,250 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$500. The invoice for these services will be submitted upon completion and submission of the reports to the MSRB.

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

Policies and Procedures. CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

Supervisory Structure. CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
 2. any payment made to obtain or retain a municipal advisory engagement with a client;
 3. any fee-splitting arrangement with any provider of an investment or services to a client;
 4. any conflict that may arise from the type of compensation arrangement we may have with a client;
- and

5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

III. Specific Conflicts of Interest Disclosures – Client

The principal of The Weist Law ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.



COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
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
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: February 3, 2023

TITLE: **Receive Report Providing Status Update of Contracts and Budgets Associated with the District’s Offshore Wind Heavy Lift Marine Terminal Project**

STAFF RECOMMENDATION: Receive Report regarding current contracts and budgets associated with the District’s Offshore Wind Heavy Lift Marine Terminal Project.

BACKGROUND: On 3/10/22, the Board authorized the Executive Director to sign a \$10,450,000 funding agreement from the California Energy Commission to partially fund the planning, permitting, design, and construction of the District’s Offshore Wind Heavy Lift Marine Terminal Project. During the same Board meeting on 3/10/22, the Board approved a contract with Moffatt & Nichol for \$3,567,500 to initiate the permitting and design of the project. Both contracts are valid until 2026.

DISCUSSION: Staff will present a report that covers three primary topics:

- The Moffatt & Nichol contract:
 - Review of the basic structure and status of the contract.
 - Summary and status of the contract budget and projections for 2023.
 - Summary and status of Task Order #1.
 - Review upcoming Task Orders that execute portions of the contract.
 - Disclose a likely future amendment to the contract associated with eelgrass.
- The CEC contract:
 - Review of the basic structure and status of the contract.
 - Summary and status of the contract budget and projections for 2023.
 - Summary and status of Tasks 1 through 8 (pre-planning through permitting/design).
 - A look forward to Task 9 (final design and eelgrass/road construction).
- Strategies and considerations for future funding.

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Eureka, California 95502-1030



STAFF REPORT – HARBOR DISTRICT MEETING
February 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: January 27, 2023

TITLE: Consider Adopting Resolution 2023-03, A Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2023

STAFF RECOMMENDATION: Staff recommends the Board: Adopt Resolution 2023-03 and accept the meeting calendar for 2023.

BACKGROUND: Annually the Board approves a Resolution which appoints specific staff and/or consultants, established financial limitations, legal notice designations, meeting schedules, and other business matters of the District.

DISCUSSION: A Business Matters Resolution has been adopted annually since 2013 and is used as a guideline for staff regarding media contacts and spending limits, as well as appointed district staff and the officers of the Board of Commissioners. It establishes the board meeting schedule and legal notice designations.

ATTACHMENTS

- A. Resolution 2023-03 Designating Business Matters
- B. Humboldt Bay Harbor District Board of Commissioners Regular Meeting Schedule for the Calendar Year 2023

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

RESOLUTION NO. 2023-03

**A RESOLUTION DESIGNATING BUSINESS MATTERS,
APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2023**

BE IT RESOLVED THAT the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District hereby appoints and/or authorizes the following Business Matters for the calendar year beginning January 1, 2023 and ending December 31, 2023 for all divisions of the Humboldt Bay Harbor, Recreation and Conservation District.

OFFICERS FOR THE BOARD OF COMMISSIONERS:

President – Greg Dale
Vice President – Stephen Kullmann
Secretary – Aaron Newman
Commissioner – Patrick Higgins
Commissioner – Craig Benson

ENABLING LEGISLATION:

Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District.

FINANCIAL:

1. Auditors- As approved by the Board.
2. District Treasurer – Mark Wetzel, CPA; David L. Moonie & Co., LLP; 325 Second Street, Suite 301; Eureka, CA 95501
3. Budget Officer – District Treasurer and Executive Director
4. Custodians of Funds – District Treasurer and Executive Director
5. Authorized to Open Accounts – District Treasurer and Executive Director
6. Investment of Surplus Funds – District Treasurer and Executive Director
7. Custodians of State, Federal and other funds, whether loans or grants, to make application for, receive and expend – District Treasurer and Executive Director
8. Expenditures:
 - a. Checks require any two signatures from the following: Current Commissioner or Executive Director.

- b. Expenditures over \$5,000 shall follow § 36 of Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District
 - c. Purchase Order is required for non-recurring, single expenditures over \$300
 - d. Board approval of any expenditure over \$5,000
9. Authorized Revenue Facilities:
- a. Local Bank Checking, Money Market & Savings Accounts – Tri counties Bank, Eureka Branch
 - b. Remote Bank Checking, Money Market/Savings Accounts – PNC Bank
 - c. Humboldt County Treasurer to receive Humboldt County imposed tax revenues and other collected revenues for disbursement to the Humboldt Bay Harbor, Recreation and Conservation District
10. Grants
- a. The Board President and/or Executive Director are authorized to sign grant agreements
 - b. The Executive Director is authorized to submit grant applications and commit up to \$5,000 of matching or other District Funds.
 - c. Grant applications committing more than \$5,000 of District funds shall require approval of the Board.
11. Contracts
- a. The Board President and/or Executive Director are authorized to sign contracts and expenditures over \$5,000 which have been approved by the Board
12. Leases
- a. The Board President and/or Executive Director are authorized to sign lease agreements at the rates established by the fee schedule.
 - b. The Executive Director is authorized to negotiate Lease Agreements of less than \$40,000 annual income at Redwood Marine Terminals I and II; \$20,000 at all other District properties.

LEGAL NOTICE DESIGNATIONS:

- 1. Official Notice posting sites:
 - a. District Conference Room – aside main door on outside wall
 - b. District website: www.humboldtbay.org
- 2. The Times-Standard (newspaper of general circulation) as the newspaper for legal publications
- 3. Email notification to News Media: The Times-Standard, North Coast Journal, Ferndale Enterprise, Mad River Union, KEET-TV, KIEM-TV, KMUD Radio, KHUM Radio, Lost Coast Outpost.
- 4. Email notification to:
 - a. Cities: Eureka, Fortuna, Arcata
 - b. Counties: Humboldt
 - c. Chambers of Commerce: Eureka, Arcata
 - d. Interested Parties

REGULAR MONTHLY BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA
2. Time: Closed Session: 5:00 pm PST; Regular Session: 6:00 pm PST
3. When: 2nd Thursdays of each month. Exceptions only if regular meeting dates conflict with holidays.
4. Notices posted a minimum of 72 hours prior to the meeting.
5. The general order of business shall be as outlined below. The Board President may add presentations and other special agenda topics to the order of business prior to noticing of said meeting as may be appropriate:

1. Call to Order
2. Pledge of Allegiance
3. Report on Executive Session
4. Public Comment for items not on Agenda
5. Consent Calendar
6. Communications, Reports and Correspondence Received
7. Unfinished Business
8. New Business
9. Future Agenda Items
10. Adjournment

SPECIAL BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA or at alternative location as described in the Special Meeting Notice
2. When: As needed.
3. Notices posted a minimum of 24 hours prior to the meeting.

OTHER BUSINESS:

1. Election Officer – Executive Director
2. Filing of Bonds – Executive Director
3. Authorized to contract as necessary- Executive Director
4. Clerk of the Board – Director of Administrative Services
5. Legal Counsel – Ryan Plotz of The Mitchell Law Firm, LLC, PO Drawer 1008 Eureka, CA 95502
6. District Planner – George Williamson; Planwest Partners Inc.; 1125 16th Street; Arcata, CA 95521
7. District Engineer- Mike Foget; SHN Engineers, 812 W. Wabash Ave, Eureka, CA 95501
8. District Treasurer- Mark Wetzel; DLM & Co. LLP, 325 2nd St., Ste 301, Eureka, CA 95501
9. Insurance Agent of Record – Special Districts Risk Management Authority (Property, Liability, Workers Compensation, Marina Operators Liability)
10. Recognize the Humboldt Bay Harbor, Recreation and Conservation District as an equal opportunity employer.

11. Designation of registered office and agent:
Office: 601 Startare Drive; Eureka, CA 95501
Agent: Executive Director
12. Custodian of Public Records: Executive Director

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 9th day of February 2023, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Aaron Newman, 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. 2023-03 entitled,

**A RESOLUTION DESIGNATING BUSINESS MATTERS,
APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2023**

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 9th day of February 2023; 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 9th day of February 2023.

Aaron Newman, Secretary
Board of Commissioners



Humboldt Bay Harbor District Board of Commissioners
Regular Meeting Schedule
Calendar Year 2023

<u>MONTH</u>	<u>DATE</u>	<u>TIME</u>
January	01/12/2023	6:00 P.M.
February	02/09/2023	6:00 P.M.
March	03/09/2023	6:00 P.M.
April	04/13/2023	6:00 P.M.
May	05/11/2023	6:00 P.M.
June	06/08/2023	6:00 P.M.
July	07/13/2023	6:00 P.M.
August	08/10/2023	6:00 P.M.
September	09/14/2023	6:00 P.M.
October	10/12/2023	6:00 P.M.
November	11/09/2023	6:00 P.M.
December	12/14/2023	6:00 P.M.