

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

DATE: November 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

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. Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker,

Agenda for November 9, 2023 Regular Board Meeting

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

b) Public Employee Appointment: Legal Counsel

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.*

8. Consent Calendar

- a) Adopt Minutes for October 12, 2023 Regular Board Meeting
- b) Receive District Financial Reports for August 2023
- c) Receive District Financial Reports for September 2023
- d) Review and Approve a Lease Agreement with the City of Eureka
- e) Review and Approve an Assignment of Lease Agreement to Holdfast Seafoods, LLC

9. Communications, Reports and Correspondence Received

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

10. Unfinished Business

11. New Business

- a) **Receive an Update on the New Heavy Lift Marine Terminal to Support the Offshore Wind Industry**

b) Consider Adopting Resolution 2023-19, A Resolution Electing to be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants

Recommendation: Staff Recommends the Board Adopt Resolution 2023-19, changing the Harbor District Employees' health insurance plan to CalPERS effective January 1, 2024.

Summary: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. In Chapter 6.01 it was agreed that the District would begin the process to switch from the current health plan to the CalPERS Health Insurance plan.

c) Consider Adopting Resolution 2023-20, A Resolution Repealing Resolution 2004-02, and Fixing the Employer's Contribution to the Harbor District Employee and Retiree Health Insurance Program

Recommendation: Staff Recommends the Board Adopt Resolution 2023-20.

Summary: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. Chapter 6.01 states that, beginning on the effective date of the new CalPERS coverage, the Employee's contribution shall be 15% of the total premium and the District will pay the remaining 85% as calculated by averaging the premiums of the CalPERS Gold and the CalPERS Platinum plans.

d) Consider Adopting Resolution 2023-21, A Resolution Establishing a Retirement System Pursuant to Section 218(d)(6) of the Federal Social Security Act Composed of Positions of Members of the California Public Employees' Retirement System withing the Humboldt Bay Harbor, Recreation and Conservation District

Recommendation: Staff Recommends the Board Adopt Resolution 2023-21, giving current District employees the option to enroll in Social Security benefits with an effective date of July 1, 2025.

Summary: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. In Chapter 7.03 the Union and the District agreed to begin the process of having Social Security deducted/paid from wages at the rate determined by the Social Security Administration.

e) Consider Adopting Resolution No. 2023-22 Recognizing Executive Director, Larry Oetker, for His Years of Service to the District

12. Future Agenda Items

13. Adjournment

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

October 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: Felix Huerta.

BUSINESS

- a) Public Employee Evaluation: Executive Director
- b) Public Employee Evaluation: Development Director
- c) Public Employee Evaluation: Director of Administrative Services
- d) 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.
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential acquisition and/or lease of real property on the Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-112-021 and 401-112-024 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Humboldt Bay Development Association (Non-Profit Organization). Under negotiation: price and payment terms.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: BENSON
 DALE
 HIGGINS
 NEWMAN

ABSENT: KULLMANN

QUORUM: YES

PLEDGE OF ALLEGIENCE

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: No one.

CONSENT CALENDAR

- a) Adopt Minutes for September 14, 2023 Regular Board Meeting
- b) Receive District Financial Reports for July 2023
- c) Review and Approve a Lease Agreement with the United States Army Corps of Engineers at Woodley Island
- d) Consider Accepting Application for Filing for Harbor District Permit 2023-06: City of Eureka Flood Reduction and Sea Level Rise Resiliency Project
- e) Approve First Amendment to Employment Agreement for Director of Administrative Services
- f) Approve First Amendment to Employment Agreement for Director of Development
- g) Approve Third Amendment to Employment Agreement for Executive Director

COMMISSIONER HIGGINS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-G.
COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received – None.
- b) Executive Director’s Report
 - I. Executive Director presented Executive Director’s report.
- c) Staff Reports
 - I. No report.
- d) District Counsel and District Treasurer Reports
 - I. No report.
- e) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a) **Consider Adopting Resolution No. 2023-18 Amending the Salary Schedule for Middle-Management Unclassified Employees of the Humboldt Bay Harbor, Recreation and Conservation**
 - 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 NEWMAN MOVED TO ADOPT RESOLUTION NO. 2023-18 AMENDING THE SALARY SCHEDULE FOR MIDDLE-MANAGEMENT UNCLASSIFIED EMPLOYEES OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

NEW BUSINESS

a) Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Carla Osborne, Lonyx Landry, Natalie Arroyo, Rachel Smith, Alicia Bixler, Colleen Clifford, Mario Kalson, Sean Marsh, Cody Freitas, Robert Hemsted, Kerry Venegas, Jana Ganion, Jennifer Kalt, and Luis Neuner commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Discussion item only, no formal action was taken.

b) Consider Approval of Cooperative Agreement with Caltrans to Jointly Develop an Eelgrass Master Mitigation Project

- 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 1) APPROVE AN EELGRASS MASTER MITIGATION PROJECT COOPERATIVE AGREEMENT WITH CALTRANS, 2) AUTHORIZE THE HARBOR DISTRICT COUNCIL TO MAKE NONMATERIAL AMENDMENTS TO THE AGREEMENT AS MAY BE REQUIRED BY CALTRANS, 3) AUTHROIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND CONTRACTS BASED ON THESE TERMS, AND 4) DIRECT STAFF TO BRING THE FINAL AGREEMENT BACK TO THE BOARD FOR PUBLIC DISCLOSURE.

COMMISSIONER NEWMAN SECONDED.

COMMISSIONER HIGGINS AMENDED HIS MOTION FOR ITEM NO. 3 AS FOLLOWS: AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT BASED ON THESE TERMS.

COMMISSIONER NEWMAN SECONDED THE AMENDED MOTION.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

c) Review and Approve an Agreement to Stay Loan and Rent Payment Obligations Between the Harbor District and the Humboldt Bay Development Association, Related to the Chase Community Capital New Market Tax Credit Loan

- 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 NEWMAN MOVED TO APPROVE AN AGREEMENT TO STAY LOAN AND RENT PAYMENT OBLIGATIONS BETWEEN THE HARBOR DISTRICT AND THE HUMBOLDT BAY DEVELOPMENT ASSOCIATION, RELATED TO THE CHASE COMMUNITY CAPITAL NEW MARKET TAX CREDIT LOAN.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

FUTURE AGENDA ITEMS

- a) Monthly Update on the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project
- b) Proclamation for the Golden Rule

ADJOURNMENT – 8:35 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

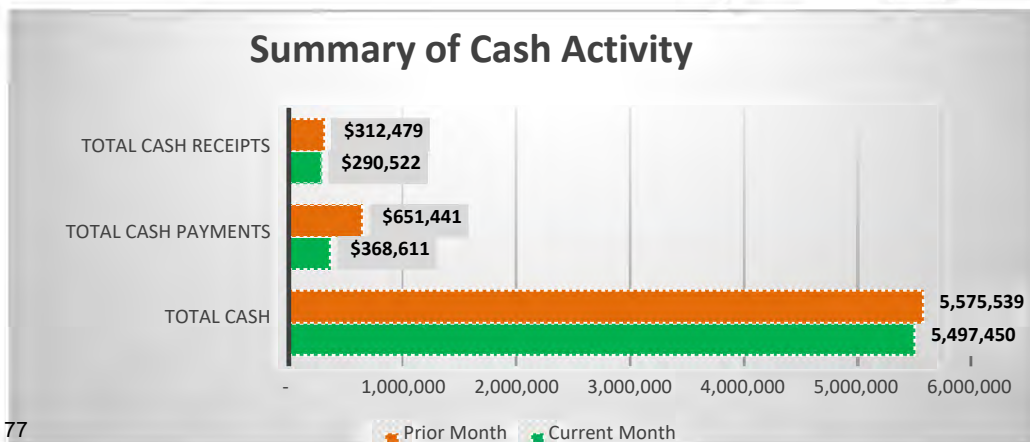
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended August 31, 2023 and July 31, 2023

	<u>8/31/23</u>	<u>7/31/23</u>
<u>Account Balances</u>		
Checking	\$ 170,434	\$ 111,803
Savings	4,163,963	4,299,790
County Treasury	1,161,748	1,161,748
Cash on hand	1,305	2,198
Total Cash	5,497,450	5,575,539
Less: Restricted cash for Marina surcharges	(1,916,318)	(1,890,175)
Unrestricted Cash	3,581,132	3,685,364
Less: Unexpended grant proceeds and Nordic deposits included in cash above	(1,132,664)	(1,150,884)
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	2,448,468	2,534,480
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 5,575,539	\$ 5,914,501
Monthly Deposits	290,522	312,479
Monthly Payments	(368,611)	(651,441)
Balance, End of Month	\$ 5,497,450	\$ 5,575,539
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Humboldt Bay Solar Fund LLC	\$ 35,404	
Pacific EcoRisk	54,703	
Workers' comp insurance annual payment		\$ 79,461
Liability insurance annual payment		99,970
Redwood Community Action Agency		69,660
Moffat & Nichol expenditure		132,586
Sub-total, Significance/Unusual Expenses	90,106	381,678
General operating expenses and other misc. expense	278,505	269,763
Total Cash Payments	\$ 368,611	\$ 651,441
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
CalTrans-Office of Clean CA Local Grant	\$ 52,592	
Crowley Wind Services, Inc.	25,000	
Sub-total, Significant/Unusual Revenues	77,592	-
General revenues	212,930	312,479
Total Cash Receipts	\$ 290,522	\$ 312,479



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Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2023

11/02/23

Accrual Basis

	Aug 31, 23
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	34,020.26
10200.1 · Cash in PNC, Checking	136,413.30
10400 · CASH IN COUNTY - FUND 2720	1,125,447.18
10500 · CASH IN COUNTY - FUND 3872	36,300.78
10600.1 · Cash in bank, Tariff PNC	4,066,884.18
10700.1 · Cash in bank, Water PNC	97,079.13
10901 · UNEXPENDED MARINA SURCHARGES	1,916,317.71
10903 · RESTRICTED CASH	-1,916,317.71
Total Checking/Savings	5,497,424.83
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,398,293.56
Total Accounts Receivable	1,398,293.56
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-543,656.00
12200 · TAXES RECEIVBLE	230,000.00
12300 · INTEREST RECEIVBLE	1,220.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	175,270.08
1499 · Undeposited Funds	25.00
Total Other Current Assets	5,712,234.08
Total Current Assets	12,607,952.47
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · SAMOA PROPERTY	208,149.00
14930 · TOWN OF SAMOA PROPERTY	3,007,851.23
14940 · BAY STREET PROPERTY	35,000.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
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	1,351,140.12
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	-18,989,614.17
Total CAPITAL ASSETS, NET	12,852,642.22
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	12,910,237.97
Other Assets	
18700 · Deferred Lease Asset	3,679,190.00
19000 · Deferred Outflows of PERS	702,529.00
Total Other Assets	4,381,719.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

11/02/23

As of August 31, 2023

Accrual Basis

	Aug 31, 23
TOTAL ASSETS	29,899,909.44
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	78,531.56
Total Accounts Payable	78,531.56
Credit Cards	
20112 · US Bank Visa	6,156.81
Total Credit Cards	6,156.81
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	-2,772.38
21000 · WAGE GARNISHES	372.46
21100 · FEDERAL WITHHOLDING TAX	4,675.46
2111 · *DIRECT DEPOSIT LIABILITIES	-25,345.10
21200 · STATE WITHHOLDING TAX	2,208.92
21300 · STATE UNEMPLOYMENT TAX	590.97
21600 · PERS CARE/MEDICAL INSURANCE	7,040.64
21700 · PERS RETIREMENT	5.60
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	-13,148.67
20200 · NOTES PAYABLE	258,577.33
20400 · ACCRUED WAGES PAYABLE	37,333.75
20500 · ACCRUED INTEREST	23,560.00
20600 · ACCRUED VACATION PAYABLE	68,682.94
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	17,940.00
20802 · PLUG DEPOSITS ON HAND	1,330.00
20803 · SLIP DEPOSITS ON HAND	55,051.54
20804 · STORAGE DEPOSITS	3,851.15
20806 · LEASE SECURITY DEPOSIT	100,598.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 · WAIT LIST DEPOSIT	5,050.00
Total 20800 · DEPOSITS ON HAND	186,764.42
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	120,184.62
27201 · Deferred Inflows - OPEB	3,223.00
28000 · DEFERRED INCOME	163,450.39
28400 · DEFERREDINCOME CalTrans Spartina	1,126,664.34
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	6,604,816.04
Total Current Liabilities	6,689,504.41
Long Term Liabilities	
24001 · Gound Lease Amortization	-424,391.45
24003 · Groundlease Current Offset	-120,184.62
25500 · OPEB Liability	169,351.00
25700 · BOND PAYABLE 2014 REFINANCING	1,621,349.19
25800 · BBVA Loan Payable	908,007.88
25900 · LESS CURRENT PORTION	-258,577.33
26100 · Rate Stabilization Fund	5,454,000.00
27000 · Net Pension Liability	1,408,435.00
27200 · Deferred Inflows of PERS	115,823.00
27202 · Deferred Inflows - Leases	3,545,298.00
Total Long Term Liabilities	12,419,110.67
Total Liabilities	19,108,615.08

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,299,245.07
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	-3,611.54
30900 · RESTRICTED FUND BALANCE - Other	1,919,929.14
Total 30900 · RESTRICTED FUND BALANCE	1,916,317.60
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-1,687,581.22
31201 · General Fund-Change is Restrict	3,611.54
31200 · GENERAL FUND BALANCE - Other	1,010,372.61
Total 31200 · GENERAL FUND BALANCE	-673,597.07
Net Income	249,328.76
Total Equity	10,791,294.36
TOTAL LIABILITIES & EQUITY	29,899,909.44

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

11/02/23

August 2023

Accrual Basis

	Aug 23	Jul - Aug 23
Ordinary Income/Expense		
Income		
Dredging Revenue		
41318 · Dredging Surcharge - T	22,035.24	44,077.35
Total Dredging Revenue	22,035.24	44,077.35
Fees		
40108 · PERMITS-T	1,300.00	1,400.00
40808 · Pilotage Services - T	0.00	1,151.07
41308.1 · Poundage - T	0.00	1,238.29
41818 · Late Charges/Interest - T	6,550.00	14,150.00
41819 · Late Charges/Interest - NT	-5.23	44.77
Total Fees	7,844.77	17,984.13
Float Replacement Account		
41418 · Float Replacement	6,994.64	13,990.14
Total Float Replacement Account	6,994.64	13,990.14
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.01	0.01
Total Harbor Grants	0.01	0.01
Total Grant Revenue	0.01	0.01
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	10,975.00	10,975.00
Total Harbor Surcharge	10,975.00	10,975.00
Interest Revenue		
43108 · Interest Income - T	12,107.70	22,665.12
43109 · Interest Income - NT	-26,884.01	-12,567.01
43309 · Interest On Del Accts - NT	0.00	58.19
Total Interest Revenue	-14,776.31	10,156.30
Other Revenue		
45908 · Other Revenue - T	0.00	1.00
45909 · Other Revenue - NT	64,869.00	65,413.18
Total Other Revenue	64,869.00	65,414.18
Rent Income		
40218 · Slip Rents - T	53,859.27	104,744.10
40318.1 · Transient Rentals - T	4,998.72	7,639.88
40518 · Equipment Rent - T	0.00	2,384.16
40809 · Yard Rent - NT	1,261.20	2,522.40
41108 · Rents, Tidelands Leases - T	36,252.67	67,376.28
41309 · Storage - NT	5,338.65	10,405.14
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	0.00	0.00
41409 · Upland Rent - NT - Other	109,863.86	222,414.74
Total 41409 · Upland Rent - NT	109,863.86	222,414.74
Total Rent Income	211,574.37	417,486.70
Sales		
40119 · Concession Sales - NT	396.75	991.25
Total Sales	396.75	991.25
Tax Revenue		
43509 · Property Tax Revenues	130,000.00	230,000.00
Total Tax Revenue	130,000.00	230,000.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

August 2023

Accrual Basis

	Aug 23	Jul - Aug 23
Utility Surcharge		
40409 · Utility Surcharge - NT	3,820.28	8,035.05
40418 · Utility Surcharge, Marina Dock	0.00	4,307.08
Total Utility Surcharge	3,820.28	12,342.13
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	90.11	95.83
Total Income	443,823.86	823,548.02
Gross Profit	443,823.86	823,548.02
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	4,830.00	7,387.50
52508 · Accounting Fees - NT	1,610.00	2,462.50
Total Accounting/Auditing Services	6,440.00	9,850.00
Communications		
51400 · Communications - NT	1,773.07	3,574.21
51408 · Communications - T	159.85	326.23
Total Communications	1,932.92	3,900.44
Conference & Meetings		
51500 · Conferences & Meetings - NT	541.85	1,274.53
51508 · Conferences & Meetings - T	598.50	598.50
Total Conference & Meetings	1,140.35	1,873.03
Dredging Expense		
55608 · Dredging Expense - T	0.00	60,158.71
56708 · Dredging - GT	2,887.50	5,168.75
56718 · Dredging - MT	0.00	675.00
Total Dredging Expense	2,887.50	66,002.46
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	0.00	1,224.00
51608 · Dues & Subscriptions - T	0.00	1,341.25
Total Dues, Subscriptions & Licences	0.00	2,565.25
Engineering Services		
52400 · Engineering Fees - NT	11,018.75	14,865.25
52408 · Engineering Fees - T	0.00	3,106.25
Total Engineering Services	11,018.75	17,971.50
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	240.00
51200 · Automotive, Fuel- NT	520.36	966.79
51208 · Vessel Fuel	0.00	370.45
51218 · Automotive, Fuel - T	640.36	1,136.32
Total Fuel	1,280.72	2,713.56
Grant Expenses		
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	-133,074.33	334.01
Total Harbor Grant Expenses	-133,074.33	334.01
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	16,125.83	-19,121.81
Total Recreation Grant Expenses	16,125.83	-19,121.81
Total Grant Expenses	-116,948.50	-18,787.80
Insurance		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

11/02/23

August 2023

Accrual Basis

	Aug 23	Jul - Aug 23
51800 · Insurance - NT	9,912.52	20,872.54
51808 · Insurance - T	0.00	1,145.18
Total Insurance	9,912.52	22,017.72
Interest Expense		
55108 · Interest Expense - T	4,156.00	8,312.00
55109 · Interest Expense - NT	7,624.00	15,248.00
Total Interest Expense	11,780.00	23,560.00
Legal Services		
52300 · Legal Fees - NT	3,664.50	3,664.50
52308 · Legal Fees - T	721.50	721.50
Total Legal Services	4,386.00	4,386.00
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	0.00	41.67
52710 · Repairs & Maint, Equip - NT	377.52	36.52
Total Maintenance - Equipment	377.52	78.19
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,278.34	5,395.66
52719 · Repairs & Maint, Facilities - N	4,442.11	9,888.02
Total Maintenance - Facilities	6,720.45	15,283.68
Maintenance - IT		
57008 · Maintenance, IT Equip - T	91.00	594.50
57009 · Maintenance, IT Equip - NT	348.82	636.32
Total Maintenance - IT	439.82	1,230.82
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	94.64
52010 · Maintenance Supplies - NT	478.00	2,893.72
Total Maintenance Supplies	478.00	2,988.36
Office Supplies		
51900 · Office Supplies - NT	4,237.61	8,005.15
51908 · Office Supplies - T	763.59	1,383.84
Total Office Supplies	5,001.20	9,388.99
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	192.00	192.00
52118 · Outside Services, Other - T	2,104.00	2,104.00
Total Other Professional/Outside Serv	2,296.00	2,296.00
Permits		
51610 · Permits - NT	171.66	171.66
Total Permits	171.66	171.66
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	2,100.00	4,200.00
50208 · Commissioner's Salaries - T	900.00	1,800.00
Total Commissioners Fees	3,000.00	6,000.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	5,388.03	9,635.24
Total Contract Temporary Services	5,388.03	9,635.24
Payroll Burden		
50500 · Payroll Benefits, Other - NT	35,589.88	71,736.10

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

August 2023

	Aug 23	Jul - Aug 23
50508 · Payroll Benefits, Other - T	10,860.60	21,810.35
6560 · Workers' Comp	3,326.72	7,251.54
Total Payroll Burden	49,777.20	100,797.99
Salaries/Wages		
50100 · Salaries & Wages - NT	75,634.99	178,784.02
Total Salaries/Wages	75,634.99	178,784.02
Total Personnel Expenses	133,800.22	295,217.25
Planning Services		
52200 · Planning Fees - NT	2,318.75	8,769.34
52208 · Planning Fees - T	0.00	140.00
Total Planning Services	2,318.75	8,909.34
Rent Expense		
54308 · Redwood Terminal 2 Lease Expens	0.00	395.18
Total Rent Expense	0.00	395.18
Small Tools		
52800 · Small Tools - NT	0.00	233.34
Total Small Tools	0.00	233.34
Utilities		
52909 · Utilities - NT	23,375.40	45,076.10
52918 · Utilities - T	5,596.57	11,639.53
53000 · Water, Sewer, & Refuse - NT	11,189.32	25,660.35
53008 · Water, Sewer, & Refuse - T	11,367.07	18,843.60
Total Utilities	51,528.36	101,219.58
57018 · Bank Service Charges	375.84	754.71
Total Expense	137,338.08	574,219.26
Net Ordinary Income	306,485.78	249,328.76
Net Income	306,485.78	249,328.76

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Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

11/02/23

As of August 31, 2023

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	08/01/2023	ACH	California State Disburse...	200000002142499	-1,489.84
Liability Check	08/02/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-1,785.74
Liability Check	08/02/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,761.02
Liability Check	08/03/2023		QuickBooks Payroll Serv...	Created by Payro...	-25,843.85
Liability Check	08/04/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,891.45
Liability Check	08/04/2023	ACH	CalPERS 457 Program	450348	-1,835.75
Bill Pmt -Check	08/04/2023	ACH	CalPERS 457 Program	457Match 08/04/...	-325.00
Liability Check	08/04/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	08/04/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	08/04/2023	2326	314intermedia		-60.00
Bill Pmt -Check	08/04/2023	2327	Alliant Insurance Service...	HUMBBAY-02	-1,000.00
Bill Pmt -Check	08/04/2023	2328	B & B Portable Toilets	RWD	-129.04
Bill Pmt -Check	08/04/2023	2329	Chris Cringles Saw & Ch...		-90.82
Bill Pmt -Check	08/04/2023	2330	City of Eureka (Sewer)	2001-901804-02	-5,507.27
Bill Pmt -Check	08/04/2023	2331	City of Eureka (Water)	2001-901802-01	-5,953.49
Bill Pmt -Check	08/04/2023	2332	Coldwell Banker Comme...	RMT2 - Mountain...	-395.18
Bill Pmt -Check	08/04/2023	2333	Englund Marine Supply		-762.10
Bill Pmt -Check	08/04/2023	2334	Eureka Oxygen Company		-183.06
Bill Pmt -Check	08/04/2023	2335	Express Services, Inc.	28590512	-1,140.82
Bill Pmt -Check	08/04/2023	2336	Hensell Materials, Inc.		-47.98
Bill Pmt -Check	08/04/2023	2337	Humboldt Bay Solar Fun...	HB0520	-17,089.08
Bill Pmt -Check	08/04/2023	2338	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	08/04/2023	2339	Humboldt Waste Manag...	20218	-336.90
Bill Pmt -Check	08/04/2023	2340	Miller Farms Nursery	48722	-165.90
Bill Pmt -Check	08/04/2023	2341	Mission Uniform & Linen	299313	-920.24
Bill Pmt -Check	08/04/2023	2342	MSC Industrial Supply Co.	09809068	-756.47
Bill Pmt -Check	08/04/2023	2343	Napa Auto Parts	24290	-74.19
Bill Pmt -Check	08/04/2023	2344	Nilsen Company	1623	-85.15
Bill Pmt -Check	08/04/2023	2345	Planwest Partners, Inc.		-11,676.77
Bill Pmt -Check	08/04/2023	2346	PPG Architectural Finishes	WIM Parking Lot	-141.23
Bill Pmt -Check	08/04/2023	2347	Redwood Community Ac...	PO 1841, Project...	-1,952.50
Bill Pmt -Check	08/04/2023	2348	Security Lock & Alarm	RWD Keys	-32.72
Bill Pmt -Check	08/04/2023	2349	Shafer's Ace Hardware #...	1586	-21.86
Check	08/04/2023	2350	Cherney, David & Elaine	Tenant Refund	-23.90
Bill Pmt -Check	08/04/2023	2351	AT&T Phone	VOID: 707 443-0...	0.00
Bill Pmt -Check	08/04/2023	2352	Colantuono, Highsmith &...	Bill Received 8/0...	-2,806.50
Bill Pmt -Check	08/04/2023	2353	Humboldt Bay Municipal ...	9002.001 RMT2	-1,314.49
Bill Pmt -Check	08/04/2023	2354	Pacific Gas & Electric (8...	0074698259-4	-8,206.13
Bill Pmt -Check	08/04/2023	2355	SHN Consulting Enginee...		-16,949.00
Bill Pmt -Check	08/04/2023	2356	StewTel, Inc.		-328.82
Bill Pmt -Check	08/04/2023	2357	US Bank Corporate Pay...	4246044555706...	-6,095.86
Bill Pmt -Check	08/04/2023	2358	US Postal Service	PO Box 1030 Re...	-424.00
Bill Pmt -Check	08/09/2023	ACH	Pacific Gas & Electric (3...	6598073494-4	-243.74
Bill Pmt -Check	08/10/2023	2359	Enterprise-Record, Merc...		-461.18
Bill Pmt -Check	08/10/2023	2360	Express Services, Inc.	28590512	-1,099.60
Bill Pmt -Check	08/10/2023	2361	Fas Trak Invoice Preces...	Toll Richmond-S...	-7.00
Bill Pmt -Check	08/10/2023	2362	Pierson Building Center	1297	-1,524.60
Bill Pmt -Check	08/10/2023	2363	Poletski's Appliance Cen...		-12.64
Bill Pmt -Check	08/10/2023	2364	Recology Eel River	061097997	-519.24
Bill Pmt -Check	08/10/2023	2365	Recology Humboldt Cou...	061218064	-837.49
Bill Pmt -Check	08/10/2023	2366	Recology Humboldt Cou...	A0060000265	-2,569.61
Bill Pmt -Check	08/10/2023	2367	United Rentals Inc.	742918	-195.01
Check	08/10/2023	2368	Aspen, Lynn	Tenant Refund	-205.00
Check	08/10/2023	2369	CPR Aquatic Inc.	Tenant Refund	-2,250.00
Bill Pmt -Check	08/10/2023	2370	Pacific Gas & Electric (N...	2072047	-604.52
Liability Check	08/15/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,238.17
Liability Check	08/15/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,475.70
Bill Pmt -Check	08/16/2023	2398	Danco Builders	VOID: Samoa W...	0.00
Liability Check	08/17/2023		QuickBooks Payroll Serv...	Created by Payro...	-28,101.46
Bill Pmt -Check	08/18/2023	ACH	CalPERS 457 Program	457Match 08/18/...	-325.00
Bill Pmt -Check	08/18/2023	ACH	PERS Unfunded Accrue...	2233447024	-700.00
Bill Pmt -Check	08/18/2023	ACH	PERS Unfunded Accrue...	2233447024	-7,930.50
Liability Check	08/18/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,891.45
Liability Check	08/18/2023	ACH	CalPERS 457 Program	450348	-1,835.75
Liability Check	08/18/2023	2371	Operating Engineers Loc...	94-2262845	-199.36
Liability Check	08/18/2023	2372	Franchise Tax Board	██████████ ...	-100.00
Liability Check	08/18/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	08/18/2023	ACH	California State Disburse...	200000002073316	-500.76

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

11/02/23

As of August 31, 2023

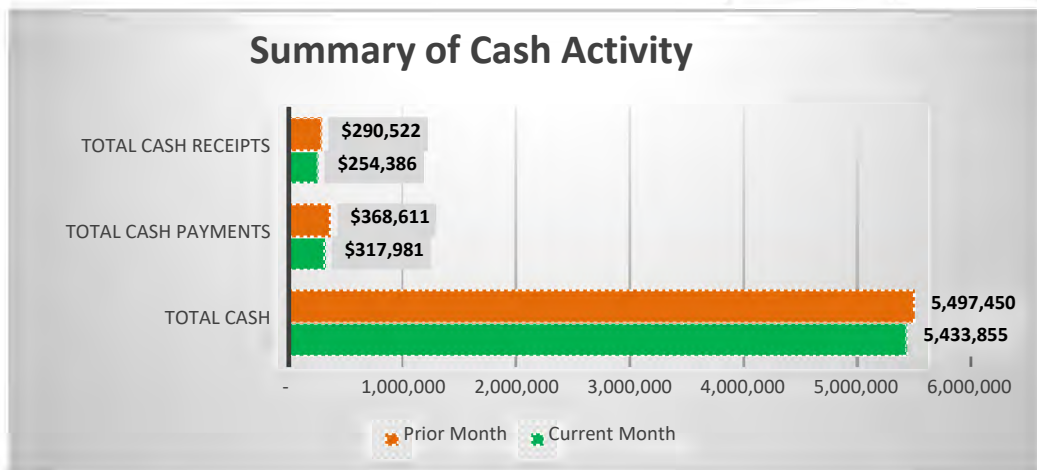
Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/18/2023	2373	101Netlink		-230.00
Bill Pmt -Check	08/18/2023	2374	ACWA JPIA	215	-29,241.25
Bill Pmt -Check	08/18/2023	2375	Coastal Business Syste...	017-1623192-000	-560.78
Bill Pmt -Check	08/18/2023	2376	David L. Moonie & Co., L...		-3,410.00
Bill Pmt -Check	08/18/2023	2377	Express Services, Inc.	28590512	-1,099.60
Bill Pmt -Check	08/18/2023	2378	Humboldt Bay Solar Fun...	HB0520	-18,314.70
Bill Pmt -Check	08/18/2023	2379	Mitchell Law Firm, LLP		-2,886.00
Bill Pmt -Check	08/18/2023	2380	Pacific EcoRisk		-54,702.71
Bill Pmt -Check	08/18/2023	2381	Pacific Gas & Electric (1...	Acct #06704919...	-2,209.26
Bill Pmt -Check	08/18/2023	2382	Planwest Partners, Inc.		-3,633.75
Bill Pmt -Check	08/18/2023	2383	Recology Humboldt Cou...	A0060000265	-757.30
Bill Pmt -Check	08/18/2023	2384	Redwood Community Ac...	VOID:	0.00
Bill Pmt -Check	08/18/2023	2385	Shelter Cove Fishing Pre...	SC Janitorial Aug...	-2,083.33
Bill Pmt -Check	08/18/2023	2386	Shelter Cove Resort Imp...	SC 06/28/2023-0...	-277.92
Bill Pmt -Check	08/18/2023	2387	Tenera Environmental Inc.	20236001	-3,600.50
Bill Pmt -Check	08/18/2023	2388	Valley Pacific Petroleum ...	114137	-393.30
Bill Pmt -Check	08/18/2023	2389	Verizon Wireless	Bill received 07/1...	-300.52
Bill Pmt -Check	08/18/2023	2390	Western Chainsaw		-122.34
Bill Pmt -Check	08/18/2023	2391	Wiyot Tribe		-4,047.10
Bill Pmt -Check	08/18/2023	2392	Valley Pacific Petroleum ...	114137	-991.92
Bill Pmt -Check	08/18/2023	2393	Verizon Wireless	Bill received 08/0...	-162.63
Bill Pmt -Check	08/18/2023	2394	Western Chainsaw		-31.67
Bill Pmt -Check	08/18/2023	2395	World Oil Enviromental S...	15055	-55.00
Bill Pmt -Check	08/18/2023	2396	Redwood Community Ac...	PO 1841, Project...	-13,342.58
Bill Pmt -Check	08/18/2023	2397	Redwood Community Ac...	PO 1759 05/01-0...	-6,274.20
Bill Pmt -Check	08/18/2023	ACH	Francotyp-Postalia	466106100	-300.00
Bill Pmt -Check	08/29/2023		Fastenal Company	QuickBooks gen...	0.00
Liability Check	08/31/2023		QuickBooks Payroll Serv...	Created by Payro...	-25,370.85
Check	08/31/2023			Service Charge	-351.25
Total 10200.1 · Cash in PNC, Checking					-366,168.18
TOTAL					-366,168.18

Monthly Cash Flow Analysis

For The Months Ended September 30, 2023 and August 31, 2023

	<u>9/30/23</u>	<u>8/31/23</u>
<u>Account Balances</u>		
Checking	\$ 89,711	\$ 170,434
Savings	4,178,385	4,163,963
County Treasury	1,161,748	1,161,748
Cash on hand	4,011	1,305
Total Cash	5,433,855	5,497,450
Less: Restricted cash for Marina surcharges	(1,935,335)	(1,916,318)
Unrestricted Cash	3,498,520	3,581,132
Less: Unexpended grant proceeds and Nordic deposits included in cash above	(1,125,485)	(1,132,664)
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	2,373,035	2,448,468
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 5,497,450	\$ 5,575,539
Monthly Deposits	254,386	290,522
Monthly Payments	(317,981)	(368,611)
Balance, End of Month	\$ 5,433,855	\$ 5,497,450
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Humboldt Bay Solar Fund LLC		\$ 35,404
Pacific EcoRisk		54,703
Sub-total, Significance/Unusual Expenses	-	90,107
General operating expenses and other misc. expense	\$ 317,981	278,504
Total Cash Payments	\$ 317,981	\$ 368,611
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
CalTrans-Office of Clean CA Local Grant		\$ 52,592
Crowley Wind Services, Inc.	\$ 25,000	25,000
Nordic Aquafarms, Inc.	56,301	
Sub-total, Significant/Unusual Revenues	81,301	77,592
General revenues	173,086	212,930
Total Cash Receipts	\$ 254,386	\$ 290,522



Humboldt Bay Harbor, Recreation & Conservation District Balance Sheet

11/03/23

As of September 30, 2023

Accrual Basis

	Sep 30, 23
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	35,457.74
10200.1 · Cash in PNC, Checking	54,252.89
10400 · CASH IN COUNTY - FUND 2720	1,125,447.18
10500 · CASH IN COUNTY - FUND 3872	36,300.78
10600.1 · Cash in bank, Tariff PNC	4,077,555.89
10700.1 · Cash in bank, Water PNC	100,829.55
10901 · UNEXPENDED MARINA SURCHARGES	1,935,334.93
10903 · RESTRICTED CASH	-1,935,334.93
Total Checking/Savings	5,431,124.03
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,420,229.21
Total Accounts Receivable	1,420,229.21
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-543,656.00
12200 · TAXES RECEIVBLE	330,000.00
12300 · INTEREST RECEIVBLE	15,620.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	160,440.62
1499 · Undeposited Funds	2,731.00
Total Other Current Assets	5,814,510.62
Total Current Assets	12,665,863.86
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · SAMOA PROPERTY	208,149.00
14930 · TOWN OF SAMOA PROPERTY	3,007,851.23
14940 · BAY STREET PROPERTY	35,000.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
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	1,351,140.12
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	-18,989,614.17
Total CAPITAL ASSETS, NET	12,852,642.22
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	12,910,237.97
Other Assets	
18700 · Deferred Lease Asset	3,679,190.00
19000 · Deferred Outflows of PERS	702,529.00
Total Other Assets	4,381,719.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

11/03/23

As of September 30, 2023

Accrual Basis

	Sep 30, 23
TOTAL ASSETS	29,957,820.83
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	94,355.58
Total Accounts Payable	94,355.58
Credit Cards	
20112 · US Bank Visa	2,667.26
Total Credit Cards	2,667.26
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	-2,772.38
21000 · WAGE GARNISHES	372.46
21100 · FEDERAL WITHHOLDING TAX	4,675.46
21200 · STATE WITHHOLDING TAX	2,208.92
21300 · STATE UNEMPLOYMENT TAX	337.26
21600 · PERS CARE/MEDICAL INSURANCE	7,282.52
21700 · PERS RETIREMENT	5.60
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	12,184.60
20200 · NOTES PAYABLE	258,577.33
20400 · ACCRUED WAGES PAYABLE	37,333.75
20500 · ACCRUED INTEREST	35,340.00
20600 · ACCRUED VACATION PAYABLE	68,682.94
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	18,000.00
20802 · PLUG DEPOSITS ON HAND	1,330.00
20803 · SLIP DEPOSITS ON HAND	53,412.34
20804 · STORAGE DEPOSITS	3,851.15
20806 · LEASE SECURITY DEPOSIT	100,598.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 · WAIT LIST DEPOSIT	5,050.00
Total 20800 · DEPOSITS ON HAND	185,185.22
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	120,184.62
27201 · Deferred Inflows - OPEB	3,223.00
28000 · DEFERRED INCOME	163,450.39
28400 · DEFERREDINCOME CalTrans Spartina	1,119,484.77
Total Other Current Liabilities	5,909,646.62
Total Current Liabilities	6,006,669.46
Long Term Liabilities	
24001 · Gound Lease Amortization	-424,391.45
24003 · Groundlease Current Offset	-120,184.62
25500 · OPEB Liability	169,351.00
25700 · BOND PAYABLE 2014 REFINANCING	1,621,349.19
25800 · BBVA Loan Payable	908,007.88
25900 · LESS CURRENT PORTION	-258,577.33
26100 · Rate Stabilization Fund	5,454,000.00
27000 · Net Pension Liability	1,408,435.00
27200 · Deferred Inflows of PERS	115,823.00
27202 · Deferred Inflows - Leases	3,545,298.00
Total Long Term Liabilities	12,419,110.67
Total Liabilities	18,425,780.13
Equity	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of September 30, 2023

	<u>Sep 30, 23</u>
30500 · INVESTMENT IN FIXED ASSETS	9,299,245.07
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	15,405.68
30900 · RESTRICTED FUND BALANCE - Other	<u>1,919,929.14</u>
Total 30900 · RESTRICTED FUND BALANCE	1,935,334.82
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-964,057.30
31201 · General Fund-Change is Restrict	-15,405.68
31200 · GENERAL FUND BALANCE - Other	<u>1,010,372.61</u>
Total 31200 · GENERAL FUND BALANCE	30,909.63
Net Income	<u>266,551.18</u>
Total Equity	<u>11,532,040.70</u>
TOTAL LIABILITIES & EQUITY	<u>29,957,820.83</u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

11/03/23

September 2023

Accrual Basis

	Sep 23	Jul - Sep 23
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	5.00	5.00
Total Donations	5.00	5.00
Dredging Revenue		
41318 · Dredging Surcharge - T	19,592.41	63,669.76
Total Dredging Revenue	19,592.41	63,669.76
Fees		
40108 · PERMITS-T	200.00	1,600.00
40808 · Pilotage Services - T	0.00	1,151.07
41308.1 · Poundage - T	0.00	1,238.29
41818 · Late Charges/Interest - T	6,575.00	20,725.00
41819 · Late Charges/Interest - NT	100.00	144.77
45608 · Chevron - Ports O&M - T	8,087.50	8,087.50
Total Fees	14,962.50	32,946.63
Float Replacement Account		
41418 · Float Replacement	6,175.81	20,165.95
Total Float Replacement Account	6,175.81	20,165.95
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	3,597.50	3,597.51
Total Harbor Grants	3,597.50	3,597.51
Total Grant Revenue	3,597.50	3,597.51
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	0.00	10,975.00
Total Harbor Surcharge	0.00	10,975.00
Interest Revenue		
43108 · Interest Income - T	10,780.05	33,445.17
43109 · Interest Income - NT	14,317.00	1,749.99
43309 · Interest On Del Accts - NT	0.00	58.19
Total Interest Revenue	25,097.05	35,253.35
Other Revenue		
45908 · Other Revenue - T	0.00	1.00
45909 · Other Revenue - NT	13,405.31	78,818.49
Total Other Revenue	13,405.31	78,819.49
Rent Income		
40218 · Slip Rents - T	48,026.64	152,770.74
40318.1 · Transient Rentals - T	3,595.84	11,235.72
40518 · Equipment Rent - T	0.00	2,384.16
40519 · Equipment Rent - NT	70.00	70.00
40809 · Yard Rent - NT	1,261.20	3,783.60
41108 · Rents, Tidelands Leases - T	22,612.92	89,989.20
41309 · Storage - NT	5,058.40	15,463.54
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	0.00	0.00
41409 · Upland Rent - NT - Other	108,071.74	330,486.48
Total 41409 · Upland Rent - NT	108,071.74	330,486.48
Total Rent Income	188,696.74	606,183.44
Sales		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

11/03/23

September 2023

Accrual Basis

	Sep 23	Jul - Sep 23
40119 · Concession Sales - NT	701.00	1,692.25
Total Sales	701.00	1,692.25
Tax Revenue		
43509 · Property Tax Revenues	100,000.00	330,000.00
Total Tax Revenue	100,000.00	330,000.00
Utility Surcharge		
40409 · Utility Surcharge - NT	3,590.14	11,625.19
40418 · Utility Surcharge, Marina Dock	7,571.83	11,878.91
Total Utility Surcharge	11,161.97	23,504.10
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	0.00	95.83
Total Income	383,395.29	1,206,943.31
Gross Profit	383,395.29	1,206,943.31
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	5,625.00	13,012.50
52508 · Accounting Fees - NT	3,585.00	6,047.50
Total Accounting/Auditing Services	9,210.00	19,060.00
Communications		
51400 · Communications - NT	1,753.53	5,327.74
51408 · Communications - T	164.41	490.64
Total Communications	1,917.94	5,818.38
Conference & Meetings		
51500 · Conferences & Meetings - NT	3,094.46	4,368.99
51508 · Conferences & Meetings - T	52.62	651.12
Total Conference & Meetings	3,147.08	5,020.11
Dredging Expense		
55608 · Dredging Expense - T	0.00	60,158.71
56708 · Dredging - GT	1,295.00	6,463.75
56718 · Dredging - MT	0.00	675.00
Total Dredging Expense	1,295.00	67,297.46
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	0.00	1,224.00
51608 · Dues & Subscriptions - T	0.00	1,341.25
Total Dues, Subscriptions & Licences	0.00	2,565.25
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	44,296.98	44,296.98
Total Elections & Government Fees	44,296.98	44,296.98
Engineering Services		
52400 · Engineering Fees - NT	9,218.75	24,084.00
52408 · Engineering Fees - T	0.00	3,106.25
Total Engineering Services	9,218.75	27,190.25
Fuel		
50400 · IMPUTED AUTO VALUE G/A	180.00	420.00
51200 · Automotive, Fuel- NT	569.76	1,536.55
51208 · Vessel Fuel	0.00	370.45
51218 · Automotive, Fuel - T	749.76	1,886.08
Total Fuel	1,499.52	4,213.08

Humboldt Bay Harbor, Recreation & Conservation District

11/03/23

Profit & Loss

Accrual Basis

September 2023

	Sep 23	Jul - Sep 23
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	4,000.00	4,000.00
Total Conservation Grant Expenses	4,000.00	4,000.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	7,821.40	8,155.41
Total Harbor Grant Expenses	7,821.40	8,155.41
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	18,894.08	-227.73
Total Recreation Grant Expenses	18,894.08	-227.73
Total Grant Expenses	30,715.48	11,927.68
Insurance		
51800 · Insurance - NT	7,140.14	28,012.68
51808 · Insurance - T	0.00	1,145.18
Total Insurance	7,140.14	29,157.86
Interest Expense		
55108 · Interest Expense - T	4,156.00	12,468.00
55109 · Interest Expense - NT	7,624.00	22,872.00
Total Interest Expense	11,780.00	35,340.00
Legal Services		
52300 · Legal Fees - NT	3,732.38	7,396.88
52308 · Legal Fees - T	1,244.12	1,965.62
Total Legal Services	4,976.50	9,362.50
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	4,501.59	4,543.26
52710 · Repairs & Maint, Equip - NT	653.12	689.64
Total Maintenance - Equipment	5,154.71	5,232.90
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	6,654.80	12,050.46
52719 · Repairs & Maint, Facilities - N	5,270.74	15,158.76
Total Maintenance - Facilities	11,925.54	27,209.22
Maintenance - IT		
57008 · Maintenance, IT Equip - T	502.00	1,096.50
57009 · Maintenance, IT Equip - NT	287.50	923.82
Total Maintenance - IT	789.50	2,020.32
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	94.64
52010 · Maintenance Supplies - NT	1,071.49	3,965.21
Total Maintenance Supplies	1,071.49	4,059.85
Office Supplies		
51900 · Office Supplies - NT	3,725.92	11,731.07
51908 · Office Supplies - T	420.23	1,804.07
Total Office Supplies	4,146.15	13,535.14
Other Expenses		
55418 · Other Expenses - T	1,820.00	1,820.00
Total Other Expenses	1,820.00	1,820.00
Other Professional/Outside Serv		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

11/03/23

September 2023

Accrual Basis

	Sep 23	Jul - Sep 23
52109 · Outside Services, Other - NT	450.00	642.00
52110 · OUTSIDE SERVICES M/A	250.00	250.00
52118 · Outside Services, Other - T	0.00	2,104.00
Total Other Professional/Outside Serv	700.00	2,996.00
Permits		
51610 · Permits - NT	0.00	171.66
Total Permits	0.00	171.66
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	2,100.00	6,300.00
50208 · Commissioner's Salaries - T	900.00	2,700.00
Total Commissioners Fees	3,000.00	9,000.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	3,882.94	13,518.18
Total Contract Temporary Services	3,882.94	13,518.18
Payroll Burden		
50500 · Payroll Benefits, Other - NT	35,435.10	107,171.20
50508 · Payroll Benefits, Other - T	9,619.93	31,430.28
6560 · Workers' Comp	4,977.19	12,228.73
Total Payroll Burden	50,032.22	150,830.21
Salaries/Wages		
50100 · Salaries & Wages - NT	114,140.14	292,924.16
Total Salaries/Wages	114,140.14	292,924.16
Total Personnel Expenses	171,055.30	466,272.55
Planning Services		
52200 · Planning Fees - NT	0.00	8,769.34
52208 · Planning Fees - T	0.00	140.00
Total Planning Services	0.00	8,909.34
Rent Expense		
54308 · Redwood Terminal 2 Lease Expens	0.00	395.18
Total Rent Expense	0.00	395.18
Small Tools		
52800 · Small Tools - NT	-77.93	155.41
Total Small Tools	-77.93	155.41
Utilities		
52909 · Utilities - NT	18,799.05	63,875.15
52918 · Utilities - T	5,735.06	17,374.59
53000 · Water, Sewer, & Refuse - NT	12,942.54	38,602.89
53008 · Water, Sewer, & Refuse - T	6,518.18	25,361.78
Total Utilities	43,994.83	145,214.41
57018 · Bank Service Charges	395.89	1,150.60
Total Expense	366,172.87	940,392.13
Net Ordinary Income	17,222.42	266,551.18
Net Income	17,222.42	266,551.18

11/03/23

Account QuickReport

Accrual Basis

As of September 30, 2023

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	09/01/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,891.45
Liability Check	09/01/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-1,753.89
Liability Check	09/01/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,675.62
Liability Check	09/01/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	09/01/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	09/01/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Bill Pmt -Check	09/01/2023	ACH	CalPERS 457 Program	457Match 09/01/...	-325.00
Bill Pmt -Check	09/01/2023	2399	314intermedia		-95.00
Bill Pmt -Check	09/01/2023	2400	Airgas USA	3980904	-696.44
Bill Pmt -Check	09/01/2023	2401	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	09/01/2023	2402	B & B Portable Toilets	RWD	-129.54
Bill Pmt -Check	09/01/2023	2403	California Redwood Co.	Red Tank Electri...	-934.74
Bill Pmt -Check	09/01/2023	2404	Campton Electric Supply	VOID:	0.00
Bill Pmt -Check	09/01/2023	2405	Chris Cringles Saw & Ch...		-95.09
Bill Pmt -Check	09/01/2023	2406	City of Eureka (Sewer)	2001-901804-02	-6,032.51
Bill Pmt -Check	09/01/2023	2407	City of Eureka (Water)	2001-901802-01	-6,472.59
Bill Pmt -Check	09/01/2023	2408	Danco Builders	PO#2006 Samoa...	-450.00
Bill Pmt -Check	09/01/2023	2409	Employment Developme...	Period Ending 6/...	-279.56
Bill Pmt -Check	09/01/2023	2410	Express Services, Inc.	28590512	-2,048.01
Bill Pmt -Check	09/01/2023	2411	Francotyp-Postalia	466106100	-145.66
Bill Pmt -Check	09/01/2023	2412	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	09/01/2023	2413	MSC Industrial Supply Co.	09809068	-226.51
Bill Pmt -Check	09/01/2023	2414	Network Help To Go	September 2023 ...	-575.00
Bill Pmt -Check	09/01/2023	2415	Pacific Gas & Electric (8...	0074698259-4	-7,587.37
Bill Pmt -Check	09/01/2023	2416	Pacific Gas & Electric (N...	2072047	-638.66
Bill Pmt -Check	09/01/2023	2417	SHN Consulting Enginee...		-13,906.25
Bill Pmt -Check	09/01/2023	2418	Standard Insurance Com...	ST 908447 0001	-278.60
Bill Pmt -Check	09/01/2023	2419	State Water Resource C...	Simpson Timber ...	-171.66
Bill Pmt -Check	09/01/2023	2420	Sunbelt Rentals	772625	-1,911.76
Bill Pmt -Check	09/01/2023	2421	World Oil Enviromental S...	15055	-990.62
Check	09/01/2023	2422	Wimple, Matthew	Tenant Refund	-40.00
Check	09/01/2023	2423	McMahon, Thom	Tenant Refund	-175.25
Check	09/01/2023	2424	Boynton, Chris & Toni	Tenant Refund	-175.25
Bill Pmt -Check	09/01/2023	2425	Advanced Security Syste...	RMT2 364 Vanc...	-18.00
Bill Pmt -Check	09/01/2023	2426	Campton Electric Supply		-65.86
Liability Check	09/01/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-316.71
Bill Pmt -Check	09/12/2023		AT&T Phone	QuickBooks gen...	0.00
Liability Check	09/13/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-1,774.87
Liability Check	09/13/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,734.08
Liability Check	09/14/2023		QuickBooks Payroll Serv...	Created by Payro...	-25,643.08
Check	09/15/2023	2427	Sea Princess LLC	Tenant Overpay...	-5,770.80
Check	09/15/2023	2428	Vorobik, Kito	Tenant Refund	-210.30
Check	09/15/2023	2429	Kalson, Mario	Tenant Refund	-20.00
Check	09/15/2023	2430	Salata, Bill	Tenant Refund	-285.35
Check	09/15/2023	2431	Arnold, Ernest	Tenant Refund	-297.25
Liability Check	09/15/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	09/15/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	09/15/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,891.45
Liability Check	09/15/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Bill Pmt -Check	09/15/2023	ACH	CalPERS 457 Program	457Match 09/15/...	-325.00
Bill Pmt -Check	09/15/2023	ACH	PERS Unfunded Accrue...	2233447024	-7,930.50
Bill Pmt -Check	09/15/2023	2432	Applied Industrial Techn...	1526910	-274.42
Bill Pmt -Check	09/15/2023	2433	Campton Electric Supply		-25.04
Bill Pmt -Check	09/15/2023	2434	Don's Rent-All	7197	-101.60
Bill Pmt -Check	09/15/2023	2435	Eureka Oxygen Company		-95.35
Bill Pmt -Check	09/15/2023	2436	Express Services, Inc.	28590512	-2,261.03
Bill Pmt -Check	09/15/2023	2437	Hansen, Rob	Partial Reimburs...	-1,500.00
Bill Pmt -Check	09/15/2023	2438	Hensell Materials, Inc.	PO# 2005 & 2013	-1,335.38
Bill Pmt -Check	09/15/2023	2439	Humboldt Waste Manag...	20218	-279.66
Bill Pmt -Check	09/15/2023	2440	Mill Yard, The		-131.93
Bill Pmt -Check	09/15/2023	2441	Mission Uniform & Linen	299313	-379.72
Bill Pmt -Check	09/15/2023	2442	Napa Auto Parts	24290	-115.78
Bill Pmt -Check	09/15/2023	2443	North Coast Laboratories...	PO#2010 Samoa...	-2,104.00
Bill Pmt -Check	09/15/2023	2444	Northern California Glove	3474	-40.98
Bill Pmt -Check	09/15/2023	2445	Pierson Building Center	1297	-686.19
Bill Pmt -Check	09/15/2023	2446	PPG Architectural Finishes	WIM Parking Lot	-108.49
Bill Pmt -Check	09/15/2023	2447	RMI Outdoors		-14.19
Bill Pmt -Check	09/15/2023	2448	Security Lock & Alarm	RMT2 Keys	-16.39

Account QuickReport

As of September 30, 2023

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/15/2023	2449	Shafer's Ace Hardware #...	21586	-32.75
Bill Pmt -Check	09/15/2023	2450	Shafer's Ace Hardware (...	31586	-118.47
Bill Pmt -Check	09/15/2023	2451	Shelter Cove Fishing Pre...	SC Janitorial Sep...	-2,083.33
Bill Pmt -Check	09/15/2023	2452	Tenera Environmental Inc.	20236001	-1,075.50
Bill Pmt -Check	09/15/2023	2453	World Oil Enviromental S...	15055	-3,300.00
Bill Pmt -Check	09/15/2023	2454	101Netlink		-230.00
Bill Pmt -Check	09/15/2023	2455	ACWA JPIA	215	-24,954.45
Bill Pmt -Check	09/15/2023	2456	David L. Moonie & Co., L...	VOID:	0.00
Bill Pmt -Check	09/15/2023	2457	Humboldt Bay Municipal ...	9002.001 RMT2	-1,339.19
Bill Pmt -Check	09/15/2023	2458	Mercer Fraser Company		-289.15
Bill Pmt -Check	09/15/2023	2459	Pacific Gas & Electric (1...	Acct #06704919...	-2,151.01
Bill Pmt -Check	09/15/2023	2460	Pacific Gas & Electric (3...	6598073494-4	-221.98
Bill Pmt -Check	09/15/2023	2461	Recology Eel River	061097997	-519.24
Bill Pmt -Check	09/15/2023	2462	Recology Humboldt Cou...	061218064	-837.49
Bill Pmt -Check	09/15/2023	2463	Recology Humboldt Cou...	A0060000265	-2,564.65
Bill Pmt -Check	09/15/2023	2464	Shelter Cove Resort Imp...	SC 07/28-08/29/...	-427.11
Bill Pmt -Check	09/15/2023	2465	SHN Consulting Enginee...	Manila Parking Lot	-645.00
Bill Pmt -Check	09/15/2023	2466	StewTel, Inc.		-328.82
Bill Pmt -Check	09/15/2023	2467	Total Compensation Syst...	GASB75 Roll-Ful...	-1,710.00
Bill Pmt -Check	09/15/2023	2468	Valley Pacific Petroleum ...	114137	-1,477.37
Bill Pmt -Check	09/15/2023	2469	Verizon Wireless	Bill received 08/0...	-162.98
Bill Pmt -Check	09/15/2023	2470	Verizon Wireless	VOID: Bill receiv...	0.00
Bill Pmt -Check	09/15/2023	2471	David L. Moonie & Co., L...		-6,440.00
Bill Pmt -Check	09/15/2023	2472	Verizon Wireless	Bill received 09/1...	-309.57
Check	09/15/2023	2473	US Bank Corporate Pay...		-5,354.59
Bill Pmt -Check	09/18/2023	2474	Ron's Quality Auto Repair	PO 2014	-4,000.00
Bill Pmt -Check	09/22/2023	2475	Dale, Greg.	PO 2022	-971.10
Bill Pmt -Check	09/26/2023	2476	Sequoia Park Zoo	2 Books of 50 Sk...	-1,495.00
Liability Check	09/26/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,126.62
Liability Check	09/26/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,686.72
Liability Check	09/28/2023		QuickBooks Payroll Serv...	Created by Payro...	-28,888.57
Bill Pmt -Check	09/28/2023		SDRMA	QuickBooks gen...	0.00
Liability Check	09/29/2023	2477	Operating Engineers Loc...	94-2262845	-398.72
Liability Check	09/29/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	09/29/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	09/29/2023	2478	Franchise Tax Board		-150.00
Liability Check	09/29/2023	ACH	PERS Unfunded Accrue...	2233447024	-6,047.62
Liability Check	09/29/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Bill Pmt -Check	09/29/2023	ACH	CalPERS 457 Program	457Match 09/29/...	-325.00
Bill Pmt -Check	09/29/2023	2479	314intermedia		-60.00
Bill Pmt -Check	09/29/2023	2480	Advanced Security Syste...	WIM	-216.00
Bill Pmt -Check	09/29/2023	2481	Air Tight Heating & Shee...	HUMB79	-2,110.00
Bill Pmt -Check	09/29/2023	2482	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	09/29/2023	2483	B & B Portable Toilets	RWD	-129.54
Bill Pmt -Check	09/29/2023	2484	Buddy's Auto Center, Inc.	PO#2018	-450.00
Bill Pmt -Check	09/29/2023	2485	California Redwood Co.	Red Tank Electri...	-1,393.10
Bill Pmt -Check	09/29/2023	2486	City of Eureka (Sewer)	2001-901804-02	-6,004.46
Bill Pmt -Check	09/29/2023	2487	City of Eureka (Water)	2001-901802-01	-6,472.59
Bill Pmt -Check	09/29/2023	2488	Coastal Business Syste...	017-1623192-000	-561.38
Bill Pmt -Check	09/29/2023	2489	Don's Rent-All	7197	-101.60
Bill Pmt -Check	09/29/2023	2490	Eureka Oxygen Company		-66.37
Bill Pmt -Check	09/29/2023	2491	Express Services, Inc.	28590512	-1,621.91
Bill Pmt -Check	09/29/2023	2492	HSU Sponsored Progra...	Q2 2023 Ports, A...	-4,076.11
Bill Pmt -Check	09/29/2023	2493	Hum Van		-575.00
Bill Pmt -Check	09/29/2023	2494	Humboldt Bay Solar Fun...	HB0520	-14,067.49
Bill Pmt -Check	09/29/2023	2495	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	09/29/2023	2496	Mitchell Law Firm, LLP		-4,976.50
Bill Pmt -Check	09/29/2023	2497	Moffatt & Nichol	Project 212991/02	-7,596.91
Bill Pmt -Check	09/29/2023	2498	Network Help To Go	October 2023 IT ...	-575.00
Bill Pmt -Check	09/29/2023	2499	Pacific Gas & Electric (8...	0074698259-4	-7,671.47
Bill Pmt -Check	09/29/2023	2500	Poletski's Appliance Cen...		-136.49
Bill Pmt -Check	09/29/2023	2501	Redwood Community Ac...	PO 1841, Project...	-14,894.08
Bill Pmt -Check	09/29/2023	2502	Standard Insurance Com...	ST 908447 0001	-287.20
Bill Pmt -Check	09/29/2023	2503	Western Chainsaw		-18.02
Bill Pmt -Check	09/29/2023	2504	Wiyot Tribe		-4,047.10
Check	09/29/2023	2505	Hedlund, Eric W	Tenant Refund	-139.50
Check	09/29/2023	2506	Pike, Jeremy W	Tenant Refund	-245.35
Check	09/29/2023			Service Charge	-371.14

2:36 PM

Humboldt Bay Harbor, Recreation & Conservation District

11/03/23

Account QuickReport

Accrual Basis

As of September 30, 2023

Type	Date	Num	Name	Memo	Amount
Total 10200.1			Cash in PNC, Checking		-314,651.00
TOTAL					-314,651.00

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
November 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Deputy Executive Director

DATE: November 3, 2023

TITLE: Review and Approve a Lease Agreement with the City of Eureka

STAFF RECOMMENDATION: Staff recommends the Board: Review and approve a month-to-month lease agreement of approximately 1,500 sq ft of storage with the City of Eureka, Community Services Department.

SUMMARY: The City of Eureka, Community Services Department has received a \$6.3 million grant for improvements to Da' Yas Park, which includes an Egret and watershed-themed all-inclusive playground. The city intends to store and stage the playground equipment until the park site is ready for installation.

ATTACHMENTS

- A. City of Eureka Lease

COMMERCIAL LEASE

Date: **October 11, 2023**

Between: **Humboldt Bay Harbor, Recreation and Conservation District**
601 Startare Drive
P.O. Box 1030
Eureka, CA 95502-1030 **("DISTRICT")**

And: **City of Eureka Community Services Division**
Parks & Recreation Division
531 K Street
Eureka, CA 95521 **("TENANT")**

General location: Redwood Marine Terminal II (Approx. 1,500 sq. ft.) Shops & Stores
APN(s): 401-112-021
Address: 364 Vance Avenue
Samoa, CA 95564

RECITALS

WHEREAS, DISTRICT is a California public entity duly organized and existing under Appendix 2 of the California Harbors and Navigation Code for the purposes stated in Section 4 thereto.

WHEREAS, DISTRICT owns the fee simple interest to the Premises (as defined below).

WHEREAS, DISTRICT leases the Premises to the Humboldt Bay Development Association, Inc. ("HBDA" or "Association"), a California non-profit public benefit corporation, pursuant to that certain Ground Lease effective March 9, 2016, for a term of 65 years commencing March 9, 2016 (the "Ground Lease"), a copy of which is incorporated herein by this reference.

WHEREAS, reference is made to that certain Credit Agreement dated as of March 9, 2016, by and among New Markets Community Capital XVII, LLC, a Delaware limited liability company ("NMCC"), as lender, CNMC SUB-CDE 69, LLC, a Delaware limited liability company ("CNMC"), as lender, and HBDA, as borrower, dated March 9, 2016, under which HBDA entered into that certain Leasehold Deed of Trust, Security Agreement, Assignment of

Rents and Fixture Filing dated March 9, 2016 in favor of NMCC and CNMC (collectively referred to herein as the "Leasehold Mortgage").

WHEREAS, HBDA, as landlord, leases back the Premises to DISTRICT, as tenant, pursuant to that certain Operating Lease, effective March 9, 2016, for a term of 30 years commencing on March 9, 2016 (subject to three (3), ten (10) year extension periods as set forth therein) (the "Operating Lease"), a copy of which is incorporated herein by this reference.

WHEREAS, on the terms and conditions stated herein, TENANT desires to sublease from DISTRICT the Premises as more particularly described herein.

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DISTRICT subleases to TENANT and TENANT subleases from DISTRICT, the real property and improvements described as: Shops and Store Suites # C170 and C175 of approximately 1,500 square feet.

The location and further description of the property and improvements, as well as any common areas and/or other specific areas, of the DISTRICT's property and improvements are described in **Exhibit A** (the "Premises") on the terms and conditions stated below:

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be from **October 1, 2023**, and continuing **Month to Month**, unless sooner termination in accordance with this lease.

1.2 Renewal Option. If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, TENANT shall have the option, subject to satisfaction of subsection (4), below, to renew this lease once for 2 additional years, unless sooner terminated in accordance with this lease, as follows:

- (1) The renewal term shall commence on the day following expiration of the initial term.
- (2) The option may be exercised by written notice to DISTRICT given not less than 90 days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. DISTRICT and TENANT shall then take the steps required for the

determination of rent as specified below.

- (3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that TENANT will no longer have any option to renew this lease for an additional term following the expiration of the renewal term. Rent for the renewal term shall be the rental during the preceding original term increased as set forth in Section 2, below.
- (4) The lease renewal term are contingent upon DISTRICT and/or TENANT possessing the appropriate valid regulatory approvals per Section 3.3 below.

Section 2. Rent

2.1 Base Rent. During the first year of the original term, TENANT shall pay **\$750.00** per month to the DISTRICT, due on or before the first business day of each month.

2.2 Security & Key Deposit. \$750.00 Security and Key Deposit Required before possession. The Security Deposit shall be held by DISTRICT, without interest, as security for the performance of TENANT's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit or a measure of the DISTRICT's damages in case of TENANT's default. Upon the occurrence of any event of default by TENANT, DISTRICT may, from time to time and without prejudice to any other remedy provided by this Lease or by law, use that fund to the extent necessary to make good any arrears of rent or other payments or liability caused by the event of default. TENANT shall pay to DISTRICT on demand the amount that was applied in order to restore the security deposit to the amount then required under this Lease. Although the security deposit shall be deemed the property of DISTRICT, any remaining balance of the deposit shall promptly be returned by DISTRICT to TENANT at the time after termination of this Lease that all of TENANT's obligations under this Lease have been fulfilled.

2.3 Additional Rent. In addition to the Base Rent, a charge, initially estimated to be **\$100.00** per month, shall be paid by TENANT for electricity, water, sewage, and no other services. All such charges shall be deemed "Additional Rent" under this Lease. The actual Additional Rent charges shall be recalculated not more than annually by DISTRICT based on the actual costs based on the proceeding 12-month period. The DISTRICT shall provide TENANT a minimum of 60 days advance notice before any recalculation of Additional Rent charges are added to the Base Rent.

2.4 Late Charges. TENANT acknowledges that late payment of any rent or other payment required by this lease from TENANT to DISTRICT will result in costs to DISTRICT, the extent of which is extremely difficult and economically impractical to ascertain. TENANT therefore agrees that if TENANT fails to make any rent or other payment required by this lease to be paid to DISTRICT within ten days of the date it is due, DISTRICT shall impose a late charge of five percent (5%) of the overdue payment, to reimburse DISTRICT for the cost of collecting the overdue payment. DISTRICT may levy and collect a late charge in addition to all other remedies available for TENANT's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

2.5 Escalation. For each year after the first year of the lease (including any renewal term), the base rent provided in Section 2.1 shall be increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor for the most recent twelve months available thirty (30) days prior to the anniversary date, or by two percent (2%), whichever is higher. Comparisons shall be made using the index entitled U.S. City Average—All Items and Major Group Figures for All Urban Consumers (1982-84=100), or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the figure for the preceding year with that of each succeeding year.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for the uses described in the Operations Plan which has been reviewed and approved by the District and Humboldt County Planning Department and is included in **Exhibit B** and in a manner consistent with (i) all ordinances of the DISTRICT; (ii) all local, state and federal laws and regulations (collectively, the "Permitted Uses"); (iii) and all recorded covenants and restrictions, including but not limited to the Leasehold Mortgage; (iv) the Ground Lease and the Operating Lease. Tenant is not authorized to use the Premises for any other purpose without the consent of DISTRICT, which consent shall not be withheld unreasonably. In addition to other reasons, the DISTRICT's refusal to allow a use that is not legal under State or Federal law shall be considered reasonable.

3.2 Restrictions on Use. In connection with the use of the Premises, TENANT shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the occupancy of the Premises and the use of the Premises, and correct at TENANT's own expense any failure of compliance created through TENANT's

fault or by reason of TENANT's use, but TENANT shall not be required to make any structural changes to effect such compliance unless such changes are required because of TENANT's specific use.

- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent DISTRICT from taking advantage of any ruling of the California Insurance Rating Bureau, or its successor, allowing DISTRICT to obtain reduced premium rates for long-term fire insurance policies, unless TENANT pays the additional cost of the insurance.
- (3) Refrain from any use that would be unreasonably offensive to other TENANTS or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by DISTRICT.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of DISTRICT. TENANT is authorized to install signs in the location and sizes specified in **Exhibit C**.
- (6) TENANT shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Except to the extent contrary to the Leasehold Mortgage, Ground Lease, or Operating Lease, TENANT may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. TENANT may store such Hazardous Substances on the Premises only in quantities necessary to satisfy TENANT's reasonably anticipated needs. TENANT shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, TENANT shall remove all Hazardous Substances from the Premises that were brought onto the Premises by or at the request of TENANT. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term

Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- (7) TENANT may, at its sole cost and expense, use, develop, alter and operate the Premises for Permitted Uses outlined in Section 3.1 and related, associated and ancillary uses and improvements, and subject to the prior written consent of DISTRICT which consent shall not be unreasonably withheld, conditioned or delayed, and the terms and conditions of the (i) New Markets Tax Credit Rider and (ii) Commercial Lease Rider – Job Creation Reporting Requirement, as such riders are attached hereto as **Exhibits D and E** and incorporated herein by this reference.
- (8) All terms and conditions of the Operating Lease are incorporated into and made a part of this Sublease as if DISTRICT were the master-landlord, TENANT the master-tenant, and the Premises the Property (as defined in the Operating Lease), except to the extent that any such terms and conditions are inapplicable to the terms of this Sublease.

3.3 Coastal Dependent Industrial Zoning. The Premises is currently zoned Coastal Dependent Industrial by the City of Eureka. TENANT has obtained a determination that its use:

- . Qualifies as a Coastal Dependent Industrial use, or
- . Qualifies under a DISTRICT obtained Conditional Use/ Coastal Development Permit as an interim use pursuant to County Ordinance No. 313-104.1, or
- . Has been approved by Humboldt County Planning and/or the California Coastal Commission, or
- . Other _____

If such permits expire prior to the termination of the tenancy, DISTRICT shall assist TENANT in applying for renewals of the required permits without any guaranty of successful renewal. Notwithstanding other provisions of this Lease, TENANT shall have no entitlement or property right beyond the permit expiration date or any extension thereof.

- (1) TENANT's use of the property must be compatible with, and not interfere with, the operation of existing onsite and offsite coastal-dependent industrial or other priority uses. TENANT'S use of the premises, including any common areas, shall not block access to dock facilities and loading areas. In the event of conflicts in

the use of common areas, Coastal Dependent Industrial users shall have priority for the use of common areas. TENANT shall not object to any Coastal Dependent Industrial use or other priority use that is operating in conformance with all applicable laws and regulations, including the Humboldt County Code of Regulations.

- (2) TENANT shall not make permanent improvements to the premises without the prior written approval of the DISTRICT. Improvements shall be made in accordance with all land use, building, and public health and safety regulations. Pursuant to Section 13.1, DISTRICT may require TENANT to restore the Premises to its pre-lease condition.
- (3) As required by the County ordinance, “if a coastal dependent industrial use or any other priority use is identified by the DISTRICT for the space occupied by an interim use as defined in 3.3, above, on terms acceptable to the property owner,” the DISTRICT may terminate this lease with six months’ prior notice. However, if the DISTRICT exercises such an option, it will assist TENANT with reasonable relocation expenses.

Section 4. Common Areas

4.1 TENANT’s Use. TENANT, its customers, agents and invitees shall have the non-exclusive right to use areas designated by DISTRICT as common areas in **Exhibit A**. “Common areas” means any parking areas, roadways, sidewalks, landscaped areas, security areas and any other areas owned by DISTRICT where such areas have been designated or may be designated in the future by DISTRICT as areas to be used by the general public or in common by TENANTS. TENANT shall have the right in common with other tenants of the Building to use TENANT’s pro rata share of parking spaces associated with the Building.

4.2 DISTRICT’s Rights. With respect to the common areas, the DISTRICT reserves the following rights (provided that the same do not unreasonably interfere with TENANT’s use of the Premises);

- (1) To establish reasonable rules and regulations for the use of the common areas;
- (2) To close all or any portion of the common areas to make repairs or changes;
- (3) To construct, alter, or remove buildings or other improvements in the common areas and to change the layout of such common areas, including the right to add to or subtract from their shape and size or to eliminate such common areas;

- (4) To exercise any of DISTRICT's governmental powers over the common areas;
- (5) To grant the right to use the common areas and to permit it third parties to use the common areas.

Section 5. Insurance

5.1 DISTRICT's Responsibility. DISTRICT shall keep the Premises insured at DISTRICT's expense against fire and other property damage and loss risks generally covered by a standard fire insurance policy with an endorsement for extended coverage or by similar coverage through a joint powers association of governmental entities. TENANT shall bear the expense of any insurance insuring the personal property, equipment and fixtures of TENANT on the Premises against such risks but shall not be required to insure. DISTRICT shall not be liable to TENANT for any loss or damage to TENANT's personal property, equipment or fixtures, except to the extent due to DISTRICT's gross negligence or willful misconduct.

5.2 TENANT's Responsibility. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII.

Coverage shall be at least as broad as the following minimum limits:

- (1) *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the District shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- (2) *Business Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If TENANT or TENANT's employees will use personal autos for business purposes, TENANT shall provide evidence of personal auto liability coverage for each such person.
- (3) *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and

Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

- (4) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DISTRICT for injury to employees of TENANT. The scope of coverage provided is subject to approval of DISTRICT following receipt of proof of insurance as required herein.

5.3 General Conditions Pertaining to Insurance.

- (1) TENANT shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, HBDA, and their respective officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under TENANT's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the DISTRICT. TENANT's policy shall not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- (2) It is a requirement under this Lease that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 5 shall be available to the DISTRICT as an additional insured. Furthermore, the requirements for coverage and limits shall be (a) the minimum coverage and limits specified in this Lease, or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- (3) All self-insured retentions (SIR) must be disclosed to the DISTRICT for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the

named insured or the DISTRICT.

- (4) The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the DISTRICT's right.
- (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the DISTRICT.
- (6) TENANT agrees to waive subrogation rights against the DISTRICT regardless of the applicability of any insurance proceeds.
- (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to TENANT's general liability policy, shall be delivered to the DISTRICT at or prior to the execution of the Lease.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. TENANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the DISTRICT's protection without the DISTRICT's prior written consent.

Section 6. Taxes; Utilities

6.1 Property Taxes and Assessments. TENANT shall pay as due all taxes on its personal property located on the Premises or otherwise. TENANT shall pay as due any real property taxes, including possessory use taxes, and special assessments levied against the Premises as additional rent following receipt of notice of such amount from DISTRICT. As a public entity, DISTRICT does not pay property taxes, but TENANT will be assessed directly by the County a possessory use tax on the leasehold premises pursuant to California Revenue and Taxation Code sections 107 et. seq. TENANT is hereby given notice of the possessory use tax as required by Revenue and Taxation Code section 107.6.

6.2 Utilities. TENANT agrees to pay or cause to be paid all charges for utilities or services provided to the Premises and any improvements thereon throughout the Term.

Section 7. Damage and Destruction

7.1 Partial Damage. If the Premises are partly damaged other than through the fault of the TENANT and Section 7.2 does not apply, the Premises shall be repaired by DISTRICT at

DISTRICT's expense. Repairs shall be accomplished within a reasonable time.

7.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and TENANT shall be entitled to the reimbursement of any prepaid amounts paid by TENANT and attributable to the anticipated term, unless the damage or destruction was caused by any negligent or intentional act of omission by TENANT or any of TENANT'S officers, directors, employees, agents, volunteers, or invitees. If neither party elects to terminate, DISTRICT shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced and completed within a reasonable time.

7.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of TENANT.

7.4 Damage Late in Term. If damage or destruction to which Section 7.2 would apply occurs within one year before the end of the then-current lease term, TENANT may elect to terminate the lease by written notice to DISTRICT given within 30 days after the date of the damage. Such termination shall have the same effect as termination by DISTRICT.

7.5 Security. DISTRICT is not responsible or liable for security of the premises or for any loss, destruction, damage or theft of TENANT'S property or fixtures located on the leased premises, including any loss sustained by TENANT in the common areas. TENANT hereby irrevocably releases DISTRICT, including its officers, officials, employees, agents, and volunteers from any such liability.

Section 8. Liability and Indemnity

8.1 Liens.

- (1) Except with respect to activities for which DISTRICT is responsible because it contracted for such work directly, TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens, stop notices, or other claims that the DISTRICT may be liable for. If TENANT fails to pay any such claims or to

discharge any lien, DISTRICT may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by DISTRICT and shall be payable on demand. Such action by DISTRICT shall not constitute a waiver of any right or remedy which DISTRICT may have on account of TENANT's default. The DISTRICT, in its sole discretion, may require TENANT to post, for the benefit of the DISTRICT, a Labor and Materials Payment Bond covering 100% of the construction costs.

- (2) TENANT may withhold payment of any third party claim in connection with a good-faith dispute over the obligation to pay the third party, as long as DISTRICT's property interests or that of the HBDA are not jeopardized. If a lien is filed as a result of nonpayment, TENANT shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with DISTRICT cash or sufficient corporate surety bond or other surety satisfactory to DISTRICT in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.
- (3) The District and/or the HBDA may file and record a notice of non-responsibility with Humboldt County Recorder's Office.

8.2 Indemnification. TENANT shall indemnify and defend DISTRICT and the HBDA, including their respective officers, directors, employees, agents, and volunteers, from any claim, loss, demand, action, attorney's fees, costs of litigation, or other liability arising out of or related to any activity of TENANT or its customers, invitees, employees, agents, volunteers, contractors, subcontractors, or consultants on the Premises (inclusive of common areas) or any condition of the Premises in the possession or under the control of TENANT, other than that caused by the sole negligence of DISTRICT. DISTRICT shall have no liability to TENANT for any injury, loss, or damage caused by third parties, or by any condition of the Premises. TENANT shall inspect the premises upon taking possession, and shall notify DISTRICT in writing within ten (10) business days of any condition of the premises TENANT believes constitutes a non-operational item, non-compliance with laws or a hazard or dangerous condition of the property. Failure to provide such a notice shall constitute an agreement by the TENANT that there is no non-operational item, non-compliance with laws or hazard or dangerous condition for which the DISTRICT is responsible. Any matter that reasonably constitutes a

hazard or dangerous condition of the property identified within such ten (10) business day period shall be corrected by DISTRICT at DISTRICT's sole cost within thirty (30) days. DISTRICT shall indemnify and defend TENANT from any claim, loss, or liability arising out of or related to the sole negligence of DISTRICT or its employees, or contractors.

Section 9. Quiet Enjoyment; As Is; Repairs and Maintenance

9.1 DISTRICT's Warranty. DISTRICT warrants that it is the leasehold owner of the Premises and has the right to sublease the Premises to TENANT. TENANT takes the Premises "AS IS", with all faults, except as to those conditions of which it gives notice to the DISTRICT pursuant to Section 8.2.

9.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

9.3 Repairs and Maintenance. TENANT shall be responsible for maintenance of all interior surfaces of the Premises except for electrical, plumbing and mechanical systems serving the Premises and structural components and the roof of the Premises which, along with maintenance of the common areas, are the responsibility of DISTRICT at its sole cost, subject to reimbursement by TENANT for damage caused by TENANT or parties claiming through TENANT. If any failure to provide utilities the restoration of which is within DISTRICT's control continues for more than forty-eight (48) hours or materially interferes with TENANT's conduct of business in or use and operation of the Premises, TENANT shall be entitled to an equitable abatement of rent for such period of time as the interruption is in effect.

Section 10. Assignment and Subletting

10.1 Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of DISTRICT. This provision shall

apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. DISTRICT may withhold or condition such consent in its sole and absolute discretion. Notwithstanding any provision in this Lease to the contrary, TENANT shall have the right to assign this Lease or sublet all or a portion of the Premises without DISTRICT's consent to any corporation or business entity which controls, is controlled by or is under common control with TENANT, or to a corporation or other business entity resulting from a merger or consolidation with TENANT, or to any person or entity which acquires substantially all of the assets of TENANT's businesses as a going concern ("Affiliate"); provided that in the case of an assignment, the assignee assumes in full the obligations of the TENANT under this Lease and that the use of the Premises remains unchanged.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of TENANT to pay any rent or other charge within 10 days after written notice that it is due.

11.2 Default in Other Covenants. Failure of TENANT to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by DISTRICT specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if TENANT begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.3 Insolvency. Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy; an adjudication that TENANT is bankrupt or the appointment of a receiver of the properties of TENANT; the filing of any involuntary petition of bankruptcy and failure of TENANT to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of TENANT to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If TENANT consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to DISTRICT that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified

shall apply only with respect to the one then exercising the rights of TENANT under the lease.

Section 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of DISTRICT by written notice to TENANT. Whether or not the lease is terminated by the election of DISTRICT or otherwise, DISTRICT shall be entitled to recover actual damages from TENANT for the default, and DISTRICT may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

12.2 Reletting. Following reentry or abandonment, DISTRICT may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but DISTRICT shall not be required to relet for any use or purpose other than that specified in the lease or which DISTRICT may reasonably consider injurious to the Premises, or to any TENANT that DISTRICT may reasonably consider objectionable. DISTRICT may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

12.3 Damages. In the event of termination or retaking of possession following default, DISTRICT shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new TENANT is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, reasonable refurbishing, removal of TENANT's property and fixtures, or any other expense occasioned by TENANT's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of TENANT's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts

will be computed using a discount rate equal to the prime loan rate of major California banks in effect on the date of trial.

12.4 Right to Sue More than Once. DISTRICT may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

12.5 DISTRICT's Right to Cure Defaults. If TENANT fails to perform any obligation under this lease, DISTRICT shall have the option to do so after 30 days' written notice to TENANT. All of DISTRICT's expenditures to correct the default shall be reimbursed by TENANT on demand with interest at the rate of 9% per annum from the date of expenditure by DISTRICT. Such action by DISTRICT shall not waive any other remedies available to DISTRICT because of the default.

12.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to DISTRICT under applicable law.

Section 13. Surrender at Expiration

13.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, TENANT shall deliver all keys to DISTRICT and surrender the Premises in the same condition and repair as that received by TENANT and broom clean. DISTRICT shall have the option, in its sole discretion, to permit alterations constructed by TENANT to remain at no cost to the DISTRICT, or be removed or restored to the original condition at the expense of TENANT. Repairs and restoration for depreciation and wear from ordinary use for the purpose for which TENANT is responsible shall be completed to the latest practical date prior to such surrender. TENANT's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

13.2 Fixtures.

- (1) All fixtures placed upon the Premises during the term, other than TENANT's trade fixtures, shall, at DISTRICT's option, become the property of DISTRICT at no cost to the DISTRICT. If DISTRICT so elects, TENANT shall remove any or all fixtures that would otherwise remain the property of DISTRICT, and shall repair any physical damage resulting from the removal. If TENANT fails to remove such fixtures, DISTRICT may do so and charge the cost to TENANT with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration or other termination of the lease term TENANT shall remove

all furnishings, furniture, and trade fixtures that remain its property. If TENANT fails to do so, this shall be an abandonment of the property, and DISTRICT may retain the property and all rights of TENANT with respect to it shall cease or, by notice in writing given to TENANT within 20 days after removal was required, DISTRICT may elect to hold TENANT to its obligation of removal. If DISTRICT elects to require TENANT to remove, DISTRICT may effect a removal and place the property in public storage for TENANT's account. TENANT shall be liable to DISTRICT for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by DISTRICT.

13.3 Holdover.

- (1) If TENANT does not vacate the Premises at the time required, DISTRICT shall have the option to treat TENANT as a TENANT from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 125 percent of the rent last paid by TENANT during the original or renewal term immediately preceding the holdover, or to eject TENANT from the Premises and recover damages caused by wrongful holdover. Failure of TENANT to remove fixtures, furniture, furnishings, or trade fixtures that TENANT is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another TENANT or with occupancy by DISTRICT for any purpose including preparation for a new TENANT.
- (2) If a month-to-month tenancy results from a holdover by TENANT under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from DISTRICT given not less than 10 days prior to the termination date which shall be specified in the notice. TENANT waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the

same provision in the future or of any other provision.

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court or arbitrator may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered by hand or express delivery service or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 Succession. Subject to the above-stated limitations on transfer of TENANT's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 Recordation. This lease shall not be recorded without the written consent of DISTRICT. DISTRICT shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and TENANT may record the memorandum.

14.6 Entry for Inspection. DISTRICT shall have the right to enter upon the Premises at any time during regular business hours to determine TENANT's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective TENANT or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises. Any entry by DISTRICT shall be subject to escort by an employee of TENANT except in the case of an emergency.

14.5 Interest on Rent and Other Charges. Any rent or other payment required of TENANT by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

14.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to TENANT or paid on its account.

14.9 Time of Essence. Time is of the essence of the performance of each of TENANT's obligations under this lease.

14.10 Complete Agreement. This Agreement constitutes the complete and entire

agreement of the parties. No modification of the Agreement at the time of execution of this lease is effective unless in writing and signed by the parties and attached as **Exhibit F**. Any future modifications to this lease must also be in writing and signed by the parties to be effective. No oral modifications shall be effective to alter the parties' respective rights and duties under the lease.

14.11. Incorporation of Exhibits. All exhibits to this lease are incorporated into this lease by reference as if stated in full herein.

14.12 Governing Law. This lease shall be construed in accordance with and shall be governed by the laws of the State of California, without regard to any conflicts of laws principles.

14.13 Accessibility. In accordance with California Civil Code Section 1938, DISTRICT hereby informs TENANT that as of the commencement of this lease, the Premises has not been inspected by a Certified Access Specialist (as defined in California Civil Code section 55.52(3)). California Civil Code Section 1938(e) provides:

“A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

TENANT shall, at TENANTS' sole cost and expense, pay the cost of any expenses relating to compliance with the Americans with Disabilities Act or California counterpart of same with respect to any and all improvements made by TENANT to the Premises during the Term.

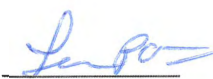
Section 15. Arbitration


15.1 Disputes to Be Arbitrated. If any dispute arises between the parties arising out of this lease other than the rental value pursuant to section 2.5(2), the matter shall be resolved by binding arbitration. The arbitrator and arbitration procedures shall be mutually agreed upon by the parties. If the parties cannot agree on the selection of an arbitrator, they shall request the judge of the Humboldt County, California Superior Court with primary responsibility for hearing civil matters, or the presiding judge of that Court, to select an arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the California statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Humboldt County, California, unless the parties stipulate in writing to a different location. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Humboldt Bay Harbor, Recreation & Conservation District:

**City of Eureka
Community Services Division**

SIGNATURE: 

SIGNATURE: 

NAME: Larry Oetker

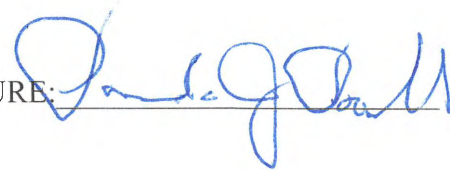
NAME: Miles Slattery

TITLE: Executive Director

TITLE: City Manager

DATE: 10/13/2023

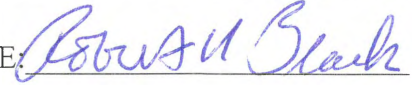
DATE: 10/12/23

SIGNATURE: 

NAME: Pam Powell

TITLE: City Clerk

DATE: _____

SIGNATURE: 

NAME: Robert Black

TITLE: Assistant City Attorney

DATE: _____

**EXHIBIT A
PROPOSED LEASE AREA**

SHEET: 8/1/2018 12:12 PM EWARD, PLOTTED: 8/1/2018 12:15 PM ENG: W. WARD
 \\LEIPER\COMMON\PROJECTS\2016\016240-ENG-AMERICA\DWG\016240-050A\016240-050A.DWG

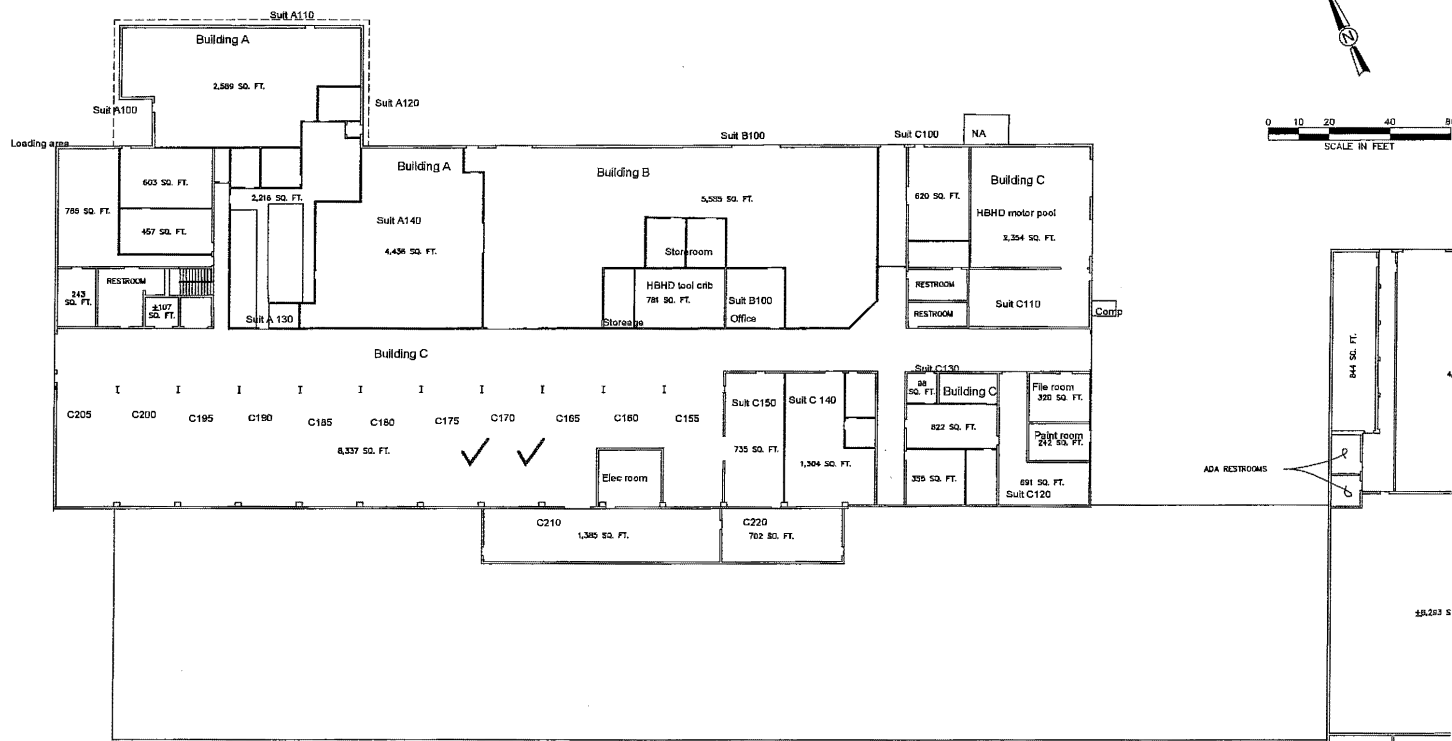


Exhibit A

CONSULTING ENGINEERS & GEOLOGISTS, INC. 812 W. WABASH AVE. EUREKA, CA 95501 WWW.S&W-ENG.COM 707-441-8855	
DRAWING 1	PROJECT NO. 016240.050
SHEET 1	DATE 03/2018
Humboldt Bay Harbor District Redwood Marine District II Sausalito, California Shops & Stores 1st Floor Square Footage	
DESIGN DR. EWP CRK. TMH AFD.	REVISION BY DATE NO.

**EXHIBIT B
OPERATIONS PLAN**

EXHIBIT C
DIMENSIONS AND LOCATIONS OF APPROVED SIGNAGE

General Requirements:

1. Each tenant shall submit or cause to be submitted to the landlord before fabrication, two (2) copies of detailed sign drawings for approval at least 5 days before they intend to install a sign.
2. Drawings shall include location, size, layout, method of attachment, design and color of the proposed sign including all lettering and/or graphics. Tenant should note that approval action may take one or two weeks. Notwithstanding, no manufacturing or installation will be permitted without proper approvals.
3. All signs and their installation shall comply with all local zoning, building and electrical codes.
4. All permits for signs and their installation shall be obtained by the tenant prior to installation.
5. All signs shall be constructed and installed, including electrical hook-up, at tenant's expense.
6. All signs will be reviewed by the Harbor District for conformance with this criteria and overall design quality.
7. Temporary banners shall be limited to no more than 30 days in any 12 month period.
8. Tenant is required to maintain signs in good working order at all times. Upon the termination of the tenant's lease, the tenant will remove his/her sign and repair/patch/plug any damaged building facade material caused by the sign to a condition acceptable to the Landlord. All repairs to exterior materials must be performed by a contractor acceptable to the Landlord.

Materials:

1. Tenant may install one wall sign not to exceed 32 square feet and one door sign not to exceed 6 square feet.
2. Sign materials shall be of sufficient quality to last a minimum of 7 years with only minor repairs.
3. No audible, flashing or animated signs will be permitted. This also applies to "open" signs inside the space.

Sign Installation:

1. Harbor District shall approve in writing exact location of sign in relation to tenant's lease area width prior to any installation.
2. Tenant shall be responsible for the installation and maintenance of his/her signs.
3. Electrical service and hook-up to all signs shall be from tenant's meter at tenant's expense. Signs shall be on a timer.
4. Raceway, conduits, transformers and other equipment must be concealed.
5. Tenant's sign contractors shall repair any damage caused by said contractor's work or by its agents or employees.
6. Tenant shall be liable for the operations of tenant's sign contractor.
7. All penetration of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent building finishes.

EXHIBIT D
NEW MARKETS TAX CREDIT RIDER

THIS NEW MARKETS TAX CREDIT RIDER (this “**Rider**”) is made and entered into as of _____, by and among _____, dba _____ (“**Tenant**”) and Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (“**Landlord**”).

1. Tenant Prohibited Activities. Tenant represents and warrants that during the term of the Lease, it will not engage in any of the following prohibited activities in connection with the Premises: (1) the rental to others of residential rental property (as defined in Section 168(e)(2)(A) of the Tax Code); (2) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, any race track or other facility used for gambling, facilities associated or connected to the cannabis industry, or any store where the principal business of which is the sale of alcoholic beverages for consumption off premises; (3) the development or holding of intangibles (*e.g.*, intellectual property or contract rights) for sale or license; (4) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Tax Code). For the avoidance of doubt, the parties acknowledge and agree that “massage parlor” shall mean and include any massage or massage-related activities, and that “facility used for gambling” shall mean and include any business that includes the sale of lottery tickets or the sale or operation of any pull-tab machines, bingo or other games of chance.

2. Miscellaneous.

a. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of California.

b. Severability. If any provision of this Rider shall be deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rider shall not be in any way impaired.

c. Attorneys’ Fees. If legal proceedings are commenced between Tenant and Landlord in connection with this Rider and/or any transaction contemplated hereby, the non-prevailing party shall be required to reimburse the prevailing party for all legal fees, costs and expenses incurred by the prevailing party in connection therewith.


d. Incorporation of Rider into Lease. The parties hereby covenant and agree that this Rider must be attached to and is a material and non-severable part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

LANDLORD:

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By: 
Name: Larry Oetker
Title: Executive Director

TENANT:

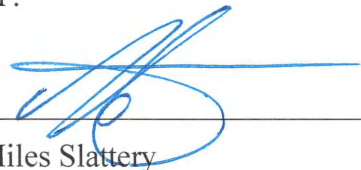
By: 
Name: Miles Slattery
Title: City Manager

EXHIBIT E
COMMERCIAL LEASE RIDER- JOB CREATION REPORTING REQUIREMENT

THIS COMMERCIAL LEASE RIDER (this “**Rider**”) is made and entered into as of _____, by and among _____, dba _____ (“**Tenant**”) and Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (“**Landlord**”).

1. Tenant Job Creation and Reporting Requirements. Tenant acknowledges and represents that as a material requirement of its lease that it is required to comply with certain procedures in the hiring of employees for the operation of its business relating to the creation of a certain amount of full time equivalent jobs at the leased premises, with a minimum of **25%** of those jobs either filled or made available to low and moderate income persons (“Jobs”). Tenant hereby agrees as follows: (1) Tenant shall advertise and post all available Jobs at a Worksource Center operated by the City of Eureka; (2) Tenant shall create and fill not less than _____ Jobs and shall fill not less than **25%** of those Jobs with persons that qualify as low or moderate income; (3) Tenant shall complete and submit to the Landlord a written Job Certification Certificate upon reasonable notice by the Landlord to Tenant **at such times as the Landlord deems reasonably necessary**.

2. Miscellaneous.

a. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of California.

b. Severability. If any provision of this Rider shall be deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rider shall not be in any way impaired.

c. Attorneys’ Fees. If legal proceedings are commenced between Tenant and Landlord in connection with this Rider and/or any transaction contemplated hereby, the non-prevailing party shall be required to reimburse the prevailing party for all legal fees, costs and expenses incurred by the prevailing party in connection therewith.

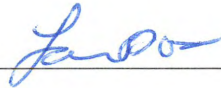
d. Incorporation of Rider into Lease. The parties hereby covenant and agree that this Rider must be attached to and is a material and non-severable part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

LANDLORD:

Humboldt Bay Harbor, Recreation &
Conservation District:

SIGNATURE: 

NAME: Larry Oetker

TITLE: Executive Director

DATE: 10/13/2023

TENANT:

City of Eureka
Community Services Division

SIGNATURE: 

NAME: Miles Slattery

TITLE: City Manager

DATE: 10-12-23

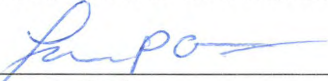
EXHIBIT F
APPROVED MODIFICATIONS TO LEASE AGREEMENT

- A. The reference made in recitals to that certain credit agreement is no longer active
- B. Tenant shall not store or cause to store any regulated quantity of oil, gas, or solvent, or to store or accumulate any regulated waste.
- C. Exhibits B, C, D, and E shall not apply.

[SIGNATURE PAGE FOLLOWS]

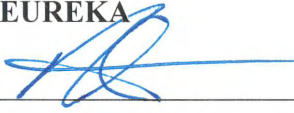
LANDLORD:

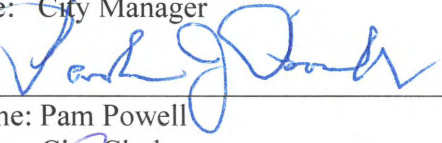
**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

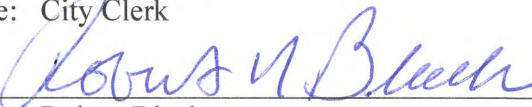
By: 
Name: Larry Oetker
Title: Executive Director

TENANT:

CITY OF EUREKA

By: 
Name: Miles Slattery
Title: City Manager

By: 
Name: Pam Powell
Title: City Clerk

By: 
Name: Robert Black
Title: Assistant City Attorney

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
November 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Deputy Executive Director

DATE: November 3, 2023

TITLE: Review and Approve an Assignment of Lease Agreement to Holdfast Seafood, LLC

STAFF RECOMMENDATION: Staff recommends the Board: Review and approve an Assignment of Lease to Holdfast Seafood, LLC.

SUMMARY: Through the Harbor District Aquaculture Pre-permitting Project, GreenWave Organization became one the first to utilize the District's permit to Grow Bull Kelp and Sugar Kelp in Humboldt Bay. After their successful proof of concept, GreenWave has chosen to assign their Lease to Holdfast Seafood to continue the journey. Holdfast intends to modify the culture description to include bivalves within the same installation.

ATTACHMENTS

- A. GreenWave Assignment of Lease

Assignment to Lease

This Assignment to Lease is dated October 4, 2023, and relates to the Second Amendment to Lease dated October 4, 2023, the First Amendment to Lease dated December 1, 2022, and the Lease dated October 6, 2021, by and between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, Lessor, and GREENWAVE ORGANIZATION CORP, Lessee. All terms of the original Lease shall remain in full force and effect with the following modifications:

1. Assignment - Tenant, herein as Assignor, assigns and transfers to HOLDFAST AQUACULTURE, LLC., effective October 10, 2023, its right, title, and interest in and to the aforementioned lease and those related premises. A copy of the Lease and the First Amendment to Lease is attached hereto.
2. Consent - Upon execution below, and by payment of all sums due pursuant to Section 3 of the Lease and any other provision of the lease up to and including the date of assignment; and by Tenants' (Assignors') full performance of any and all obligations under term of the Lease, District consents to such assignment.
3. Liability & Indemnity – In the event any incident or event which has occurred during term of the lease up to and including the assignment date, Tenant (Assignor) shall cure such and shall indemnify and defend District pursuant to Section 7 of the Lease. This section shall survive the termination of the Lease for any future claims related to Tenants' possession and operation in or on the premises.
4. Covenant - Tenant (Assignor) hereby covenants and implies that District has performed all material obligations of the Lease and nothing is due now due Tenant.

This assignment of Lease, which may be signed in counterpart, is herein made a part of the Original lease which is the Full Lease Document.

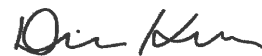
[signature page to follow]

Lessee / Assignor
GREENWAVE ORGANIZATION CORP.



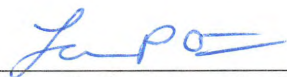
Emily Stengel, Co-Executive Director

Assignee
HOLDFAST AQUACULTURE, LLC



Diane Kim, its Managing Member

District
Humboldt Bay Harbor,
Recreation and Conservation District



Larry Oetker, Executive Director

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
November 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 26, 2023

TITLE: Consider Adopting Resolution 2023-19, A Resolution Electing to be Subject to the Public Employees’ Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2023-19, changing the Harbor District Employees’ health insurance plan to CalPERS effective January 1, 2024.

SUMMARY: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. In Chapter 6.01 it was agreed that the District would begin the process to switch from the current health plan to the CalPERS Health Insurance plan.

DISCUSSION: As a separate action the Board will amend the Personnel Policies to reflect the change to other District employees not covered by the Bargaining Agreement. The effective date for switching health plans is January 1st. The Director of Administrative Services will coordinate with CalPERS, employees, and retirees to facilitate a smooth transition.

ATTACHMENTS:

- A. Resolution 2023-19

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

RESOLUTION NO. 2023-19

A RESOLUTION ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, The Humboldt Bay Harbor, Recreation and Conservation District is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Sections 22892(b) of the Act; and

WHEREAS, The Humboldt Bay Harbor, Recreation and Conservation District desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act;

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

SECTION 1. The Humboldt Bay Harbor, Recreation and Conservation District elects to be subject to the provisions of the Act; and be it further

SECTION 2. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

SECTION 3. The Humboldt Bay Harbor, Recreation and Conservation District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

SECTION 4. That the participation of the employees and annuitants of the Humboldt Bay Harbor, Recreation and Conservation District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the Humboldt Bay Harbor, Recreation and Conservation District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

SECTION 5. That the executive body appoint and direct, and it does hereby appoint and direct Christopher Mikkelsen, Deputy Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of The Humboldt Bay Harbor, Recreation and Conservation District all functions required of it under the Act; and be it further

SECTION 6. That coverage under the Act will be effective on January 1, 2024.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting at 601 Startare Drive, Eureka CA 95501, held on the **9th day of November 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. **2023-19** entitled,

A RESOLUTION ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

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 November 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 November 2023**.

**Aaron Newman, Secretary
Board of Commissioners**



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
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STAFF REPORT
HARBOR DISTRICT MEETING
November 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: November 3, 2023

TITLE: Consider Adopting Resolution 2023-20, A Resolution Repealing Resolution 2004-02, and Fixing the Employer’s Contribution to the Harbor District Employee and Retiree Health Insurance Program

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2023-20.

SUMMARY: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. Chapter 6.01 states that, beginning on the effective date of the new CalPERS coverage, the Employee’s contribution shall be 15% of the total premium and the District will pay the remaining 85% as calculated by averaging the premiums of the CalPERS Gold and the CalPERS Platinum plans.

DISCUSSION: In order to implement the change to the CalPERS health plan for employees under the Bargaining Agreement, CalPERS requires that all employees of the District be covered by CalPERS. Resolution 2023-23 amends Section 2014 of the District’s Personnel Policies to reflect the changes agreed to in the Bargaining Agreement and makes the revisions effective to other District employees and Board Members not covered by the Bargaining Agreement. The effective date for switching health plans is January 1, 2024. The Director of Administrative Services will coordinate with CalPERS, employees, and retirees to facilitate a smooth transition.

ATTACHMENTS:

- A. Resolution 2023-2020

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

RESOLUTION NO. 2023-20

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT REPEALING RESOLUTION 2004-02, AND FIXING
THE EMPLOYER'S CONTRIBUTION TO THE HARBOR DISTRICT EMPLOYEE AND RETIREE HEALTH
INSURANCE PROGRAM**

WHEREAS, for the benefit and welfare of its employees, the District offers its qualifying employees (and their qualifying dependents) and qualifying retirees health insurance; and

WHEREAS, pursuant to Resolution 2004-02, the District obtains group health insurance coverage through its membership in the Association of California Water Agencies; and

WHEREAS, the District, with the agreement of its represented employees through the Collective Bargaining Agreement, has elected to obtain health insurance through CalPERS, and the District desires to extend the same coverage to non-represented full-time employees and qualifying retirees; and

WHEREAS, upon enrollment in in the CalPERS program, Resolution 2004-02 should be repealed;

WHEREAS, by way of this Resolution, the Board desires to authorize the Executive Director of the District to execute all documents necessary to effectuate the termination of employee health coverage through the Association of California Water Agencies.

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

1. Resolution 2004-02 shall be repealed as of the date of the District's enrollment and participation in the CalPERS health insurance benefit program; and
2. Section 2014 of the District's Personnel Policies shall, as of the effective date of the District's enrollment in the CalPERS health insurance benefit program, be revised as stated in **Exhibit A** hereto and incorporated herein; and
3. The Board authorizes the Executive Director of the District to execute all documents necessary to effectuate the termination of employee health coverage through the Association of California Water Agencies upon enrollment in the CalPERS health insurance benefit program.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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. **2023-20** entitled,

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT REPEALING RESOLUTION 2004-02, AND FIXING THE EMPLOYER’S CONTRIBUTION TO THE HARBOR DISTRICT EMPLOYEE AND RETIREE HEALTH INSURANCE PROGRAM

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 November 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 November 2023.

**Aaron Newman, Secretary
Board of Commissioners**

Exhibit A

CHAPTER 6 HEALTH AND WELFARE

Section 2014. Medical Coverage for Employees and Retirees

The District currently provides a comprehensive health benefits insurance plan for eligible employees, retiree, and their dependents. Eligibility is determined by the policies of the District and the requirements of the insurance carrier. The District reserves the right to refuse to pay insurance premiums for any employee who is in unpaid status in excess of approved leave time, but such employees may continue benefit coverage at their own cost. If there are any questions regarding eligibility for any benefit programs, please see the Director of Administrative Services.

It should be noted that the cost of these insurance benefits are a major item of expense to the District, and is largely beyond the control of the District. The fact that such insurance is currently provided at employee current participation levels does not necessarily guarantee that such coverage will be maintained permanently at the current participation cost to the employee. The District reserves the right to modify the insurance benefits package, subject to meet and confer requirements as to those employees represented by a union or collective bargaining unit.

The District and eligible employees or eligible retirees shall contribute for each employee's or retiree's health care plan the following sums of money to pay the cost of enrollment, including the enrollment of eligible dependents (as defined by CalPERS), plus administrative fees and contingency reserve fund assessments, in a health benefits plan or plans provided by the District, as hereinafter set forth.

CURRENT ELIGIBLE EMPLOYEES

Beginning on the effective date of the new CalPERS coverage (which is projected to be January 1, 2024), the employee's contribution shall be 15% of the Premium and the District will pay the remaining 85% of the Premium. The "Premium" shall be the average of the total monthly premium of the CalPERS Gold and the CalPERS Platinum (or equivalent plans if those plans are no longer offered) for the employee and any participating dependents. The Employee may choose any alternate plan if offered by CalPERS. If the plan selected by the employee costs less than the District's portion of the Premium, then the District shall retain the difference without further compensation to the employee. The employee's portion of the Premium shall be deducted from his or her compensation.

CURRENT MEMBERS OF THE BOARD OF COMMISSIONERS

Current Members of the Board of Commissioners shall be eligible for single person health benefits for themselves only in accordance with CalPERS program at the same contribution level offered to full time employees (above). Current Board Members may elect to pay 100% of the costs for eligible family or dependent coverage during their term

in office. Board members are not able to continue to receive health benefits after their term in office expires.

CURRENT AND FUTURE RETIREES HIRED ON OR AFTER JULY 2, 2010

Employees hired on or after July 2, 2010, who have worked full time for the District a minimum of five (5) years and have reached a minimum age of 55 years old, and who otherwise qualify as a retiree under the District's CalPERS retirement program and who have retired or who retire from the District shall be entitled to District paid health insurance coverage up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments, as determined by CalPERS annually. Participation in and contributions towards the retiree program is determined by CalPERS.

OPTING OUT OF HEALTH INSURANCE

An employee may voluntarily opt out of the District's medical coverage due to having other non-District coverage, Employees who voluntarily opt out shall receive four hundred dollars (\$400) per month as an opt out payment (subject to regular withholdings). Board members and retirees are not eligible for the opt out payment. In order to be eligible to receive the opt-out payment, the employee must provide annual proof (as determined by the District) of other medical coverage, and sign an agreement holding the District harmless. If at any time during this contract, the District's health plan(s) changes or limits participation requirements or prohibits an opt-out payment, or such payment otherwise negatively impacts the District directly or its participation in the Plan(s), such payment shall be discontinued at that time. Discontinuance of such payment shall not be required to be offset or substituted by the District with any other pay or benefit.

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
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Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
November 9, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 26, 2023

TITLE: Consider Adopting Resolution 2023-21, A Resolution Establishing a Retirement System Pursuant to Section 218(d)(6) of the Federal Social Security Act Composed of Positions of Members of the California Public Employees’ Retirement System withing the Humboldt Bay Harbor, Recreation and Conservation District

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2023-21, giving current District employees the option to enroll in Social Security benefits with an effective date of July 1, 2025.

SUMMARY: On September 14, 2023 the Board of Commissioners approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. In Chapter 7.03 the Union and the District agreed to begin the process of having Social Security deducted/paid from wages at the rate determined by the Social Security Administration.

DISCUSSION: The District will cover the cost to initiate the Social Security benefit, effective on July 1, 2025. After adoption of this resolution, employees will be provided a ballot and will make an individual choice as to whether or not they personally want Social Security coverage. All new employees will be automatically covered under Social Security on the date they become members of the retirement system.

ATTACHMENTS:

- A. Resolution 2023-21

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

RESOLUTION NO. 2023-21

**A RESOLUTION ESTABLISHING A RETIREMENT SYSTEM PURSUANT TO SECTION 218(d)(6) OF
THE FEDERAL SOCIAL SECURITY ACT COMPOSED OF POSITIONS OF MEMBERS OF THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM WITHIN THE HUMBOLDT BAY
HARBOR, RECREATION AND CONSERVATION DISTRICT**

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District hereinafter designated as "Public Agency", desires to establish a "deemed" retirement system pursuant to Section 218(d)(6) of the Federal Social Security Act composed of members of the California Public Employees' Retirement System hereinafter designated as "Present Retirement System", desiring coverage, and to include services performed by individuals employed by the Public Agency in positions covered by said "deemed" retirement system, as members of a coverage group established by Section 218(d)(4) of said Act, in the California State Social Security Agreement of March 9, 1951, providing for the coverage of public employees under the insurance system established by said Act as amended; and

WHEREAS, State and Federal law and regulations require, as a condition of such coverage, that a division be authorized by the Board of Administration, Public Employees' Retirement System; and

WHEREAS, it is necessary that the "Public Agency" now designate any services which it desires to exclude from coverage with respect to such coverage group under said insurance system; and

WHEREAS, it is necessary for the Public Agency to set forth the modification, if any, of the benefits and contributions under the Present Retirement System that may result from coverage under the said insurance system with respect to such coverage group;

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

SECTION 1. that the Board of Administration, Public Employees' Retirement System, be and hereby is requested to authorize the foregoing division; and

SECTION 2. that upon receipt of authorization from the Board of Administration a division shall be conducted in accordance with the requirements of Section 218(d) of the Social Security Act, and applicable State and Federal laws and regulations; that each eligible member of the Present Retirement System at the time of the division shall be furnished a form to permit the member to elect whether or not their services should be excluded from or included under the said California State Social Security Agreement as hereinbefore provided; with such coverage effective as to services performed on and after July 1, 2025; and

SECTION 3. that the following services with respect to said coverage group of the Public Agency shall be excluded from coverage under said agreement:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Public Agency (Check a. or b.; fill in art b if checked):
 - a. No optional exclusions desired.
 - b. Service performed: Enter Optional Exclusion

SECTION 4. that with respect to the said coverage group the benefits and contributions of the Present Retirement System shall be modified pursuant to provisions of the Public Employees' Retirement law; and

SECTION 5. that the notice of the division shall be given to members of the Present System not less than ninety days prior to the date of the division; provided, however, that notice shall be given to employees becoming members of the Present Retirement System after the date of such notice up to and including the date of the division on the date on which they attain membership in the system; and that the Humboldt Bay Harbor, Recreation and Conservation District is hereby designated and appointed to conduct such division on behalf of the Public Agency in accordance with law, regulations, and this resolution, including the fixing of the date and the giving of proper notice thereof to members of the Present Retirement System and to all such eligible employees; and

SECTION 6. that the Public Agency will pay and reimburse the State at such time and in such amounts as may be determined by the State the approximate cost of any and all work and services relating to such division.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **9th day of November 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. **2023-21** entitled,

A RESOLUTION ESTABLISHING A RETIREMENT SYSTEM PURSUANT TO SECTION 218(d)(6) OF THE FEDERAL SOCIAL SECURITY ACT COMPOSED OF POSITIONS OF MEMBERS OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM WITHIN THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **9th day of November 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 November 2023**.

Aaron Newman, Secretary
Board of Commissioners