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

DATE: October 25, 2018
TIME: Regular Session – 7:00 PM
PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order Regular Session at 7:00 P.M. and Roll Call
2. Pledge of Allegiance
3. Public Comment
   Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.
4. Consent Calendar
   a) Approval of Meeting Minutes for June 14, 2018 Special Board Meeting
   b) Receive District Financial Reports for August 2018
   c) Approve Tidelands Lease to Coast Seafood Under the Mariculture Pre-permitted Subtidal Lease Program and Authorize the Executive Director to Execute all Future Leases under the Program
5. Communications and Reports
   a) Staff Reports
   b) District Counsel, District Planner, District Engineer and District Treasurer Reports
   c) Executive Director’s Report
   d) Commissioner’s Reports
   e) Standing/Ad Hoc Committee Reports
6. Unfinished Business
   a) Authorize the Executive Director to Execute a Contract with Figas Construction Company in the amount of $98,700 for the Humboldt Bay Piling Removal Project

   Staff Recommendation: Staff recommends the Board: Approve a contract with Figas Construction Company in the amount of $98,700 for the Humboldt Bay Piling Removal Project.

   Summary: In early 2018, the District released a Request for Proposals (RFP) from qualified firms to remove 21 derelict piles within Humboldt Bay as described in the Humboldt Bay Subtidal Mariculture Pre-Permitting Project Marine Habitat Mitigation Plan. Three proposals were received, and the Board awarded a contract to the lowest responsive and responsible bidder. Shortly before the commencement of removal work, active cormorant nests with hatchlings were observed on and near pilings slated for removal. The District required a cessation of all work until the completion of nesting, which was certified by the Biologist on staff on July 25, 2018. The Contractor notified the District that his equipment had been redeployed to wildland fire fighting operations and he was unable to commence removal operations on a timely basis. Subsequently, the District issued a Notice of Cancellation of Contract.
b) Authorize the Executive Director to Execute a Contract with the Lowest Responsive and Responsible Bidder for Maintenance Dredging-Fields Landing Boat Yard

_Staff Recommendation:_ Staff recommends the Board: Award the Maintenance Dredging Contract for Fields Landing Boat Yard to the lowest responsive and responsible bidder.

_Summary:_ The District released a Request for Proposals for Maintenance Dredging-Fields Landing Boat Yard on October 9, 2018, with a bid opening scheduled for 2:00pm October 24, 2018 in the Woodley Island Marina Conference Room. Work includes the removal of up to 7,000 cubic yards of sediment. All sediment is to be transported and disposed of at the Humboldt Open Ocean Disposal Site. District Staff have applied for permit extensions to the 2018 in-water work window to November 15, 2018, and award of this contract is contingent upon receiving the permit extensions.

c) Review of the Comprehensive Economic Development Strategy Project Pipeline

_Staff Recommendation:_ Staff recommends the Board: Continue the discussion on the Project Pipeline.

_Summary:_ The County of Humboldt Economic Development Department drafted the Comprehensive Economic Development Strategy (CEDS) for 2018-2023. District Staff submitted a preliminary list of projects to the County for inclusion in the 2018-2023 CEDS. The District is in the early stages of developing an Economic Development Strategy by constructing and adding to the Project Pipeline.

d) District Dredging Alternatives for the Future

_Staff Recommendation:_ Staff recommends the Board: Direct Staff to

1. Apply for necessary permits:
   a. To line the Samoa Lagoons and discharge the water back to Humboldt Bay.
   b. Approve the RMT II Sediment On / Off Loading Facility
   c. Dispose of up to 10,000 CY finer grain material annually near shore by the RMT II Ocean Outfall not to exceed 550 CY of silt and Clays per day based on the Santa Cruz Coastal Development Permit.
2. Enter into discussions with the Town of Samoa to provide required fill material for sea level and tsunami protection.
3. Initiate consultation with permitting and resource agencies and prepare habitat mitigation plan for Longfin Smelt and eel grass to mitigate anticipated dredging impacts associated with the utilization of a suction dredge at both Woodley Island Marina and Fisherman’s Channel.

_Summary:_ Staff previously gave a presentation on potential dredging alternatives for the future (Attachment A). The Board requested the item be continued to the Regular Board Meeting held October 25th. During the presentation, Staff proposed to create/permit a sediment on/off loading facility at Redwood Marine Terminal II (RMT II). From this on/off loading facility, the dredge material could be transferred to multiple beneficial reuse locations nearby. The cornerstone of the District’s dredging strategy for the future is to have multiple permitted dredging methods and multiple permitted disposal options. Over time, as the regulatory environment changes, it is almost certain that at least one of these dredging methods and/or disposal options will be temporarily be unavailable.

7. New Business

a) Authorize the Executive Director to Execute a Contract with Whitchurch Engineering for the Development of Conceptual Designs/Drawings to Install an Impermeable Liner at Samoa Lagoons

_Staff Recommendation:_ Staff recommends the Board: Approve a contract with Whitchurch Engineering for the development of conceptual designs and drawings for installation of an impermeable liner at the Samoa Lagoons.

_Summary:_ Staff continue to explore alternative options for disposal of dredge sediments that will allow for beneficial reuse. The District has a County Coastal Development Permit (CDP) / Conditional Use Permit (CUP) (CDP-10-12/CUP-10-09) for the 21-acre Samoa Lagoons site (originally permitted and used in the 1980’s and 1990’s) that
allows for storage and dewatering of up to 65,000 cubic yards of dredge material. The North Coast Regional Water Quality Control Board (NCRWQCB) will no longer authorize the use of Samoa Lagoons for groundwater infiltration dewatering due to potential impacts to the freshwater aquifer. In order to comply with NCRWQCB standards, the District will be requesting a permit modification to install a geomembrane liner and change from groundwater infiltration dewatering to Humboldt Bay discharge.

b) Receive a Presentation on the King Salmon Tide Gate Status and Options for Repair

Staff Recommendation: Staff recommends the Board: Receive a presentation and provide further direction to Staff.

Summary: Staff are preparing to submit an application to the California Coastal Commission for a Coastal Development Permit Waiver for maintenance and repair to the existing culvert. The District Planner intends to submit the permit applications by November 15th. Staff will provide a status report at the November 15 Special Board Meeting.

c) Consideration of Resolution 2018-10, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California State Coastal Conservancy for the Acquisition of Real Property Known Locally as the Dog Ranch and Poovey Tract Located on the North Spit of Humboldt Bay, California

Staff Recommendation: Staff recommends the Board: Adopt Resolution 2018-10.

Summary: Since 2015, the California State Coastal Conservancy (“Conservancy”) has led a stakeholder group that includes the U.S. Fish & Wildlife Service, California Department of Fish & Wildlife, the Wildlife Conservation Board, the Wiyot Tribe, Friends of the Dunes, Bureau of Land Management, and the Harbor District working towards the acquisition of the twelve parcels (366 acres) of coastal dune and wetland habitat on the North Spit of Humboldt Bay, known locally as the Dog Ranch and Poovey Tract, and identified by Assessor’s Parcel Numbers 401-011-001, -010, -012, -018, -020, -023; 401-021-011, -018, -027, -028, -029; and 401-031-045.

The outcome of the acquisition, described as the Samoa Dunes and Wetlands Conservation Project (“Project”) will be the protection of numerous rare, endangered, threatened, and protected species, wetland habitat, and rare Beach Pine-Sitka Spruce forest which occur on the property, and will ensure the property remains open space and accessible to the public. In 2017, the District agreed to step forward as the land management agency for the Project, and worked successfully with the Conservancy to identify and apply for funding for the acquisition.

d) Consideration of Resolution 2018-11, A Resolution in Support of Wind Energy Development in Humboldt County

Staff Recommendation: Staff recommends the Board: Adopt Resolution 2018-11.

Summary: Humboldt County possesses abundant renewable energy resources that would greatly benefit the communities and its peoples if utilized. Humboldt Wind, LLC has submitted permit applications to construct and operate the Humboldt Wind Energy Project located on Bear River Ridge, roughly 12 miles southeast of the city of Fortuna and 20 miles north of the community of Garberville. The Project would construct and operate up to 60 wind turbine generators and associated infrastructure with a theoretical maximum energy generation capacity of up to 155 megawatts.

e) Consideration of Compensation Agreement Between the Successor Agency to the City of Eureka Redevelopment Agency and the Harbor District

Staff Recommendation: Staff recommends the Board: Review the proposed Compensation Agreement and continue the discussion to the November 15, 2018 Special Board Meeting to allow the Executive Director
time to confer with the other named parties to the agreement, and allow District Counsel to be present to advise.

Summary: The City of Eureka’s former Redevelopment Agency was dissolved by the State in 2012, at which point the Successor Agency became responsible for paying the enforceable obligations and disposing of the property and other assets of the former Redevelopment Agency. The Successor Agency received approval of its Long Range Property Management Plan in 2015, and is now required to enter into Compensation Agreements with all taxing entities for the properties. The Compensation Agreement outlines how the taxing entities will be compensated when the properties are sold. As one of the qualified taxing entities, the District has been included as a party to the draft Compensation Agreement prepared by the Successor Agency.

Section 5 of the agreement outlines the process by which the properties will be disposed (sold) and Section 6 outlines how the taxing entities will be compensated from the proceeds of the sale of the six (6) parcels subject to the Compensation Agreement. The parcels are described in Exhibit A of the Compensation Agreement. In general, Exhibit C outlines the pro-rated share of net proceeds in proportion to the share of the base property tax owed to each taxing entity. The District would receive the smallest share at approximately 0.0088.

8. Administrative and Emergency Permits - none

9. Adjournment
The Humboldt Bay Harbor, Recreation, and Conservation District met in regular session on the above date, 11:00 A.M. Closed Session, 12:00 P.M. Open Session, at the Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.

1) CLOSED SESSION - 11:00 A.M.
The Commission met in closed session to discuss the following items:
   a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential sublease of District’s lease interest by District under lease between the District and Mario’s Marina LLC dated April 1, 2016 for the real property commonly known as Mario’s Marina in Shelter Cove, Humboldt County, California pursuant to California Government Code § 54956. District negotiators: Larry Oetker, Executive Director and Paul Brisso, District Counsel. Negotiating party: Tony Miller, Shelter Cove, CA. Under negotiation: price and payment terms.

2) ADJOURN EXECUTIVE CLOSED SESSION

3) OPEN SESSION – 12:00 P.M.

ROLL CALL:
PRESENT: MARKS
               HIGGINS
               KULLMANN
               DOSS **arrived at 12:35 p.m.

ABSENT: DALE
QUORUM: Yes

4) PLEDGE OF ALLEGIANCE

5) REPORT ON EXECUTIVE CLOSED SESSION
   a. No action to report out on.

6) PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on this meeting’s agenda: Kim McCullough.

7) UNFINISHED BUSINESS:
   a. PRELIMINARY FY 2018-19 DISTRICT BUDGET ADOPTION
      I. Executive Director Larry Oetker presented the item.
      II. COMMISSIONER HIGGINS MOVED TO ADOPT PRELIMINARY FY 2018-19 DISTRICT BUDGET, WITH THE
          ADDITION OF THE COMMISSION’S RECOMMENDATIONS. COMMISSIONER DOSS SECONDED THE
          MOTION.
      III. The Commission discussed the item.
      IV. Chair Marks then opened up public comment on the item: Public commenters included: Susan Penn, Scott Frazier, Matt un-named last name, Jenna Abbott, Todd Reincke.
      V. Chair Marks then moved the discussion back to the Commission. Chair Marks directed staff to find out the price of a forensic audit and bring the item back before the board for a decision on whether or not to forensically audit the years 2009-2018.
      VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
      Ayes: MARKS, KULLMANN, DOSS, HIGGINS
      Noes: NONE
      Absent: DALE
      Abstain: NONE

8) ADJOURNMENT

APPROVED BY

RECORDED BY:

Patrick Higgins
Secretary

George Williamson
District Planner
# Monthly Cash Flow Analysis

For The Months Ended August 31, 2018 and July 31 2018

**Account Balances**

<table>
<thead>
<tr>
<th>Account</th>
<th>August 31, 2018</th>
<th>July 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking</td>
<td>$4,497</td>
<td>$15,846</td>
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<tr>
<td>Savings</td>
<td>8,548</td>
<td>40,865</td>
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<tr>
<td>Tariff</td>
<td>5,753</td>
<td>12,840</td>
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<tr>
<td>County Treasury</td>
<td>1,221,061</td>
<td>1,301,061</td>
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<tr>
<td>Cash on hand</td>
<td>555</td>
<td>555</td>
</tr>
<tr>
<td><strong>Total Cash</strong></td>
<td><strong>1,240,414</strong></td>
<td><strong>1,371,167</strong></td>
</tr>
</tbody>
</table>

**Change in Cash Balance**

<table>
<thead>
<tr>
<th>Description</th>
<th>August 31, 2018</th>
<th>July 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, Beginning of Month</td>
<td>$1,371,167</td>
<td>$1,485,026</td>
</tr>
<tr>
<td>Monthly Deposits</td>
<td>232,049</td>
<td>249,847</td>
</tr>
<tr>
<td>Monthly Payments</td>
<td>(362,802)</td>
<td>(363,706)</td>
</tr>
<tr>
<td>Balance, End of Month</td>
<td><strong>$1,240,414</strong></td>
<td><strong>$1,371,167</strong></td>
</tr>
</tbody>
</table>

**Monthly Payments Summary**

**Significant/Unusual Expenses:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humboldt Bay Development Assoc lease payment</td>
<td>$47,742</td>
</tr>
<tr>
<td>Liability insurance annual payment</td>
<td>$59,842</td>
</tr>
<tr>
<td><strong>Sub-total, Unusual Expenses</strong></td>
<td><strong>47,742</strong></td>
</tr>
<tr>
<td>General operating expenses and other misc. expense</td>
<td>315,060</td>
</tr>
<tr>
<td><strong>Total Cash Payments</strong></td>
<td><strong>362,802</strong></td>
</tr>
</tbody>
</table>

**Monthly Deposits Summary**

**Significant/Unusual Revenues:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxes and interest on cash in treasury</td>
<td>$55,132</td>
</tr>
<tr>
<td><strong>Sub-total, Unusual Revenues</strong></td>
<td><strong>55,132</strong></td>
</tr>
<tr>
<td>General revenues</td>
<td>$232,049</td>
</tr>
<tr>
<td><strong>Total Cash Receipts</strong></td>
<td><strong>$232,049</strong></td>
</tr>
</tbody>
</table>
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 18, 2018

TITLE: Approve Tidelands Lease to Coast Seafood Under the Humboldt Bay Mariculture Pre-permitted Subtidal Lease Program and Authorize the Executive Director to Execute all Future Leases under the Program

STAFF RECOMMENDATION: Staff recommends the Board: 1) Approve the execution of a tidelands lease agreement with Coast Seafoods under the Humboldt Bay Mariculture Pre-permitted Subtidal Lease Program; and 2) Authorize the Executive Director to execute all future leases under the Program.

BACKGROUND: In 2015, the District entered into a lease agreement with Coast Seafoods Company for upland facilities at the Redwood Marine Terminal II (RMTII) property. The agreement included an option provision for an additional lease area of five (5) subtidal parcels once the District received approval under the Mariculture Pre-permitting Program.

DISCUSSION: The District is now in possession of all necessary permits to be able to offer subtidal leases under the Mariculture Pre-permitting Project. The Headwaters Fund awarded a grant of $200,000 to the District to assist with the necessary permitting for the Project, and worked closely with District Staff to ensure its successful completion. The terms of the Coast Seafoods tidelands lease allow for the use of the RMT II dock as a common area, and exclusive use of five (5) units of Subtidal Site 3 for a seven (7) year period with one (1) option to renew the lease for a term of five (5) years after the expiration of the original term. The lease is further conditioned upon Coast Seafoods’ continual compliance with Coastal Development Permits No. 9-16-0204 and No. 9-16-0033, and all additional necessary permits and authorizations from all regulatory agencies.

Staff are preparing a recommendation to the Board on establishing a Mariculture Management Fund for compliance monitoring fees for the Lease Program, and plan to bring this to the board with the updated District Fee Schedule. As the Primary Permit Holder for the Mariculture Pre-permitting Program, the District is responsible for permit compliance monitoring of all Program Lessees. The proposed compliance monitoring fees would offset any related costs to the District.
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 15, 2018

TITLE: Authorize the Executive Director to Execute a Contract with Figas Construction Company in the Amount of $98,700 for the Humboldt Bay Piling Removal Project.

STAFF RECOMMENDATION: Staff recommends the Board: Approve a contract with Figas Construction Company in the amount of $98,700 for the Humboldt Bay Piling Removal Project.

BACKGROUND: In early 2018, the District released a Request for Proposals (RFP) from qualified firms to remove 21 derelict piles within Humboldt Bay as described in the Humboldt Bay Subtidal Mariculture Pre-Permitting Project Marine Habitat Mitigation Plan. Three proposals were received, and the Board awarded a contract to the lowest responsive and responsible bidder. Shortly before the commencement of removal work, active cormorant nests with hatchlings were observed on and near pilings slated for removal. The District required a cessation of all work until the completion of nesting, which was certified by the Biologist on staff on July 25, 2018. The Contractor notified the District that his equipment had been redeployed to wildland fire fighting operations and he was unable to commence removal operations on a timely basis. Subsequently, the District issued a Notice of Cancellation of Contract.

DISCUSSION: The terms of the District’s permits for the Subtidal Mariculture Pre-permitting Project require that marine habitat mitigation be completed prior to the initiation of any in-water mariculture operations of any District lessees under the Project. There are no date restrictions on the in-water work window for piling removal, and impacts to eelgrass can be minimized by working during the dormant season. In addition, cormorants exhibit nest site fidelity, and the likelihood of birds returning to the pilings in the following nesting season is high, as is the likelihood of the nesting season extending by several weeks the following year. Figas Construction Company submitted the second lowest responsive and responsible bid to the District’s RFP.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Piling Removal</th>
<th>Piling Install</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercer-Fraser Co</td>
<td>$185,920</td>
<td>$25,000</td>
<td>$210,920</td>
</tr>
<tr>
<td>Figas Co</td>
<td>$98,700</td>
<td>$44,000</td>
<td>$142,700</td>
</tr>
<tr>
<td>Ryan Schneider Constr</td>
<td>$52,000</td>
<td>$120,000</td>
<td>$172,000</td>
</tr>
</tbody>
</table>

ATTACHMENTS:
- Notice of Cancellation of Contract
Ryan Schneider, President  
Ryan Schneider Construction, Inc.  
990 West Waterfront Drive, Suite A  
Eureka, CA 95501

Re: Notice of Termination of Contract for Humboldt Bay Piling Removal

September 4, 2018

Dear Mr. Schneider,

This letter is to notify you of the termination of the contract between the Humboldt Bay Harbor, Recreation and Conservation District (District) and Ryan Schneider Construction, Inc. (RSCI) entered into in April 2018 for the removal of twenty-one (21) derelict pilings within Humboldt Bay. This Termination is authorized under contract Section 29: *Termination: Contractor Not at Fault.*

This District is aware that the original delay in performing the piling removal work was beyond the control of RSCI and was due to the necessity of protecting active cormorant nesting habitat. The District further understands that RSCI re-deployed removal equipment to other projects out of the area. It has become clear in recent discussions with you that RSCI will no longer be able to initiate or complete the piling removal work October 15, 2018 and, therefore the District is exercising its option to cancel the contract without prejudice.

The District would like to thank you for your time and effort in responding to the Request for Proposals for this project and recognizes your willingness to enter into a contract to perform the work. We look forward to the possibility of working with you in the future on other projects.

Sincerely,

Larry Oetker  
Executive Director
STAFF REPORT – HARBOR DISTRICT MEETING
October 25, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 16, 2018

TITLE: Authorize the Executive Director to Execute a Contract with the Lowest Responsive and Responsible Bidder for Maintenance Dredging-Fields Landing Boat Yard

STAFF RECOMMENDATION: Staff recommends the Board: Award the Maintenance Dredging Contract for Fields Landing Boat Yard to the lowest responsive and responsible bidder.

BACKGROUND: The District released a Request for Proposals for Maintenance Dredging-Fields Landing Boat Yard on October 9, 2018, with a bid opening scheduled for 2:00pm October 24, 2018 in the Woodley Island Marina Conference Room. Work includes the removal of up to 7,000 cubic yards of sediment. All sediment is to be transported and disposed of at the Humboldt Open Ocean Disposal Site. District Staff have applied for permit extensions to the 2018 in-water work window to November 15, 2018, and award of this contract is contingent upon receiving the permit extensions.

DISCUSSION: Staff will present the bids from all responsive and responsible bidders to the Board of Commissioners at the regularly scheduled Board Meeting at 7:00 pm on October 25, 2018 in the Woodley Island Marina Conference Room. If no qualified bids are received, Staff will request the Board authorize the Executive Director to move forward with contract negotiations for the project with a contractor of choice as allowed under PCC § 22038.
STAFF REPORT – HARBOR DISTRICT MEETING
October 25, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Jenna Gennuso, Harbor Specialist I

DATE: October 19, 2018

TITLE: Review of the Comprehensive Economic Development Strategy Project Pipeline

STAFF RECOMMENDATION: Staff recommends the Board: Continue discussion on the Project Pipeline.

BACKGROUND: The County of Humboldt Economic Development Department drafted the Comprehensive Economic Development Strategy (CEDS) for 2018-2023. District Staff submitted a preliminary list of projects to the County for inclusion in the 2018-2023 CEDS. The District is in the early stages of developing an Economic Development Strategy by constructing and adding to the Project Pipeline.

DISCUSSION: The District seeks additional guidance and recommendations from the Board, Staff, and community members in this process. Community input has already identified the need for additional recreational programs/projects. As per Attachment A, Project 1. Rezone and/or Expand Allowable Coastal Dependent Industrial Land Uses on the Project Pipeline was not included in the CEDS document that was published on the County’s website: https://humboldtgov.org/DocumentCenter/View/64983/CEDS-2018-Draft

In 2009, the Board formed an Economic Development Committee (EDC) comprised of entrepreneurs, economic developers, government planners and interested citizens. A typical economic development strategy organizes projects by categories such as shipping/harbor, light industrial, tourism, recreation, fishing/aquaculture. It is also common to focus on specific properties or projects such as Redwood Marine Terminal I and II, Woodley Island, Fields Landing, Shelter Cove, etc. A summary of the 2009 Economic Development Committee meetings is available on the District’s Website: http://humboldtbay.org/humboldt-bay-harbor-recreation-and-conservation-district-economic-development-committee.

ATTACHMENTS:
   A. Project Pipeline 2018
COMMISSIONERS
1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

Project Pipeline 2018

To assist with organization, projects are organized by the areas which they are located: Port of Humboldt, Samoa Peninsula, Other Areas around the Bay; Outlying Fishing Communities.

A. Port of Humboldt Bay

This category includes projects that directly improve maritime commerce navigation and/or are located either within the waters of Humboldt Bay or the Pacific Ocean. Humboldt Bay is the largest protected body of water on the West Coast between San Francisco and Puget Sound; the second largest enclosed bay in California, and the largest port between San Francisco and Coos Bay Oregon.

Section 30101 (a) of the California Coastal Act found that: “The ports of the State of California, including the Humboldt Bay Harbor, Recreation, and Conservation District, constitute one of the state’s primary economic and coastal resources and are an essential element of the national maritime industry.”

Appendix II Section 19 of the Harbors and Navigation Code specifies that: “The district shall improve Humboldt Bay Harbor for navigation and commerce through maintenance and construction of channels, shipways, berths, anchorage places, turning basins, breakwaters, bulkheads, wharves, processing plants, warehouses, roads, spur tracks or beltline railways, and any other work that is deemed necessary that would not otherwise be accomplished by other public or private agencies.”

1. Rezone and/or Expand Allowable Coastal Dependent Industrial Land Uses

The County's zoning regulations for the industrial areas around Humboldt Bay are a significant barrier to the development of a modern port in Humboldt Bay.

a. The administrative procedures for reviewing principally permitted uses desperately needs to be significantly streamlined.

b. The list of uses which are principally permitted and conditionally permitted needs to be greatly expanded.

c. A significant amount of land zoned for Coastal Dependent Industrial needs to be rezoned to Industrial General.

d. Smaller Coastal Zoning Amendments should be done now and not wait for a comprehensive update of the Local Coastal Plan.

There are currently approximately 1,380 acres of property zoned for Coastal Dependent Industrial (CDI) use. Of this total, approximately 1,100 acres are on land and 278 acres are in the water. More than two-thirds of the property, or 948 acres, is located on the Samoa Peninsula. Of the approximately 1,100 acres of CDI zoned lands, only approximately 121 acres are currently utilized for CDI purposes, and the remaining 979 acres are greatly underutilized.

As per Humboldt County's approved Local Coastal Plan, the principal uses are limited to any coastal-dependent industrial use that requires access to a maintained navigable channel in order to function, including, but not limited to: public docks, water-borne carrier import and export operations, ship building and boat repair, commercial fishing facilities, including berthing and fish receiving, and fish processing when product is for human consumption (fish waste processing and fish processing of products for other than human consumption are considered coastal- related uses), marine oil terminals, OCS service or supply bases, ocean intake, outfall or discharge pipelines serving offshore facilities, and aquaculture and aquaculture support facilities.
2. **Improve Reliability of Navigating Through the Entrance to Humboldt Bay by Expanding the South Jetty to make a 12-month port.**

During annual winter storms the Eel River deposits a large amount of sediment into the Pacific Ocean. Longshore currents typically push this sediment north and it goes around the south jetty and is deposited into the mouth of the bay. These Eel River deposits then create shoaling which reduces the navigable federal channel to approximately 33 feet from the 48 feet established by the Army Corps of Engineers. This shoaling causes ships to not be able to enter or exit the Bay with drafts exceeding these limits. Therefore, typically only half loads can transport during this shoaling period. Currently it takes the Army Corps of Engineers with their annual dredging cycle during June or October to correct this problem. As a result, the bay experiences significant problems and can only operate at full capacity a few months out of the year. There needs to be a study that reviews the sediment transport and disposition into the bay to see if there is an engineering solution to this problem which could make the port a reliable 12-month port and continue to provide needed sediment for the north jetty sand beaches dunes.

3. **Dredging**

One of the most valuable economic assets Humboldt County has is Humboldt Bay and access to maritime commerce. The Harbor District works closely with the U.S. Army Corp of Engineers to keep the entrance to the Harbor dredged. Over the past several years, a large volume of sand has accumulated outside of the entrance of the Bay. Strong waves and currents eventually transport the sand into the federally-maintained Humboldt Bar and Entrance Channel, which runs between two large jetties, and into interior channels. Usually heavy shoaling of the federal channels occurs after annual maintenance dredging, resulting in deep-draft-vessel operating restrictions that adversely affect commerce and limit the Bay’s use as a harbor of refuge.

4. **Harbor Dredging Support Equipment**

The Harbor District needs a tug, crane, flat top and dump barges to effectively dredge the Woodley Island Marina for the current dredging event as well as the multiple dredging events to come. The Woodley Island Marina was dredged in 1988 (131,000 CY), 1998 (226,238 CY), and 2006/07 (230,065 CY) with a cutterhead suction dredge with disposal on the Samoa Beach. With an annual dredging strategy in place, the Harbor District will utilize the Dredging Support Equipment for annual dredging events in the future.

B. **Samoa Peninsula**

1. **Redwood Marine Terminal II Innovation Center**

   The Harbor District hopes to create an Innovation Park to provide economic stability and resiliency to the communities surrounding Humboldt Bay and Humboldt County. The Innovation Center has the potential to possess a Public Cargo Dock, Aquaculture Production, Energy Production and Research, and Marine Research (Attachment B).

   All aspects of the Innovation Center have the potential to help to ensure that Humboldt County can compete in a competitive global market and to help protect Humboldt County from the occurrence of economic shocks caused by unforeseen natural disasters. Disasters such as fires, severe winter storms, flooding, and mudslides can cut off road routes connecting Humboldt County to the outside world. With the development of a Multipurpose Dock, trade will be able to continue in the event of a natural disaster that cuts off other relied upon trade routes.

2. **Samoa Industrial Waterfront Transportation Improvement Project**

   Roadway and rail to docking facilities: design, permitting, construction.

3. **Mariculture Facility**

   The Harbor District proposes to renovate a 30,000 sq. foot former machine building at Redwood Marine Terminal II (RMTII) to support aquaculture operations.

4. **Offshore Wind Energy Upland Assembly & Multipurpose Dock**
The Harbor District has plans for a 50 acre development with a deep draft terminal. The dock would need to be massive compared to those now in the harbor. It is estimated to be 820 feet long, up to 165 feet wide and have a MLLW draft of 32+ feet. Cranes would need to lift 500-600 tonnes.

The multipurpose berth concept involves the provision of basic terminal infrastructure to handle a mixture of cargo and non-cargo uses. The conceptual terminal layout is flexible and is designed to provide guidance to the Harbor District on land allocation for cargo, cruise and non-cargo uses.

5. **Sea Level Rise Material Beneficial Reuse Site**

In order to protect our developed and natural areas from the impact of climate change and sea level rise, the Harbor District has acquired and permitted an upland Dredge material dewatering facility. Permit conditions require that the site be limited to prevent salt water from entering the ground water. Once the facility is lined up to 60,000 cubic yards, clean dredge material will be able to be processed each year. Reutilizing this material will create jobs in the restoration and construction sectors and indirectly retain valuable, agricultural, commercial, and industrial lands and jobs.

6. **High Tech Center**

By renovating the existing 17-story building that was formerly part of a pulp mill, the center would have unobstructed 360-degree views of ocean, bay, and mountains. The center would be located at the confluence of the new fiber optic lines that are planned to go along Highway 299 (the Digital 299 Project), the proposed transpacific lines which would land at the foot of the 17-story building. This new high-tech center would have access to markets in Asia and throughout America.

7. **Mariculture Upland Pre-Permitting**

The District plans to have pre-permitted space for up to 200,000 square feet of upland aquaculture. This will require permits that include a coastal development permit, Water Quality Control Board permit for use of effluent discharge out ocean outfall, fresh water intake from main industrial line; salt water intake form salt water well, ocean, and bay.

C. **Surrounding the Bay**

1. **Water Trails**

Docks and Access.

2. **Fields Landing Marine/Industrial Development**

Heavy haul out (500+ tons), dry stack storage and boat ramp.

D. **Outlying Communities**

1. **Shelter Cove Fish Cleaning Station**

The Harbor District proposes to retrofit the existing fish cleaning station and retain it in its current location and/or relocate and replace the existing fish waste disposal system with a new approximately 2,500 square foot facility constructed in one to three phases. Phase 1 of the proposed project will relocate and replace the existing fish cleaning station system and change the method of fish offal disposition. The second phase of the proposed project will house two tractor work bays, and a shop/office/storage space. The third project phase will be market/retail space development. This building will be constructed adjacent to the other two phases.

Once the new fish cleaning facility is operational, the existing station’s damaged gravity-driven ocean discharge pipe will be removed. There will be no fisheries-related economic losses from fish cleaning facility modifications, and fishing activities will not be affected or interrupted. The uses of the Fish Cleaning Facilities would be intended to facilitate and assist fisherman to directly package and market their products to add value and diversify their revenues. The Harbor District is dedicated to protecting the local economy during the construction and transition phases of this project.
STAFF REPORT – HARBOR DISTRICT MEETING
October 25, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Jenna Gennuso, Harbor Specialist I

DATE: October 19, 2018

TITLE: District Dredging Alternatives for the Future

STAFF RECOMMENDATION: Staff recommends the Board: Direct Staff to

1. Apply for necessary permits:
   a. To line the Samoa Lagoons and discharge the water back to Humboldt Bay.
   b. Approve the RMT II Sediment On / Off Loading Facility
   c. Dispose of up to 10,000 CY finer grain material annually near shore by the RMT II Ocean Outfall not to exceed 550 CY of silt and Clays per day based on the Santa Cruz Coastal Development Permit.

2. Enter into discussions with the Town of Samoa to provide required fill material for sea level and tsunami protection.

3. Initiate consultation with permitting and resource agencies and prepare habitat mitigation plan for Longfin Smelt and eel grass to mitigate anticipated dredging impacts associated with the utilization of a suction dredge at both Woodley Island Marina and Fisherman’s Channel.

BACKGROUND: Staff previously gave a presentation on potential dredging alternatives for the future (Attachment A). The Board requested the item be continued to the Regular Board Meeting held October 25th. During the presentation, Staff proposed to create/permit a sediment on/off loading facility at Redwood Marine Terminal II (RMT II). From this on/off loading facility, the dredge material could be transferred to multiple beneficial reuse locations nearby. The cornerstone of the District’s dredging strategy for the future is to have multiple permitted dredging methods and multiple permitted disposal options. Over time, as the regulatory environment changes, it is almost certain that at least one of these dredging methods and/or disposal options will be temporarily unavailable.

DISCUSSION: RMT II has been selected as the on/off loading facility because of its current infrastructure and prime location which includes power readily available, a crane on site, and a strategic location for transportation to the Samoa Lagoons Containment Basins, and beneficial reuse locations like the Town of Samoa sea level rise/tsunami fill site. The on/off loading facility will provide the District with the ability to barge or pump sediment from multiple dredging locations to RMT II.

The permits the District needs in order to have alternative dredge disposal locations other than the Humboldt Open Ocean Disposal Site include a Coastal Development Permit (CDP) from Humboldt County, a 401
Certification from the Water Board, and a 404 Certification from the United States Army Corps of Engineers. Agenda item 7b addresses the engineering design of the proposed impermeable liner for the Samoa Lagoons.

Staff plans to model the District’s dredging CDP application on the CDP issued to Santa Cruz Harbor District, which would allow for the deposition of small quantities of fine grain material near shore for beach replenishment of the North Spit. The Santa Cruz Beach Replenishment CDP No. TH14e July 12, 2018 outlines that 10,000 cubic yards (CY) of finer grain material may be disposed of annually without exceeding 550 CY of silt and clays per day.

The District recently acquired the Shipwreck property and owns property in King Salmon adjacent to Fisherman’s Channel where we intend to create habitat to mitigate for impacts to both Longfin Smelt and eel grass. This habitat mitigation site will enable the District to utilize the suction dredge and dredge Fisherman’s Channel.

ATTACHMENTS:
A. September 25, 2018 Board Slides
B. RMT II Sediment On / Off Loading Facility Project Description
C. HBHRCD “Samoa Lagoons” Regional Sediment Dewatering and Temporary Storage Site Project Description
Humboldt Bay

Redwood Marine Terminal

Sediment On / Off loading Facility

Attachment A
Sediment Handling Facility
Objectives

Ability to barge or pump sediment from multiple dredging locations to a dock handling facility and then
directly transfer the sediment to multiple beneficial reuse locations and a temporary storage location
Montezuma Wetlands Restoration Project off-loader

Transfers dredged materials from ships/barges in SF Bay area

Friday, April 13, 2018. (Robinson Kuntz/Daily Republic)

$12 to $14 per cubic yard.


“We own the only high-rate offloader west of the Mississippi,” Jim Levine says at our first stop, the massive megaproject called the Montezuma Wetlands, with some justified smugness in his voice. “Slurry it up to 15% … pump the sediment 4 miles at 20,000 gallons a minute … last year we took in about a million [cubic] yards … probably half of all the dredging in the bay.”
Excavator with a DOP450L pump used to empty barge
Pumping distance to:

- Samoa Lagoons ½ mile
- Town of Samoa fill site ½ mile
- Ocean Outfall 1 ½ mile
RMT II
Sediment On / Off Loading Facility

Pumping distance to:

- Samoa Lagoons 1½ mile
- Town of Samoa fill site ½ mile
- Ocean Outfall Beach ½ mile
Redwood Marine Terminal  I or II
Sediment off / on loading facility

- Existing multi-purpose docking facility
- Dock can accommodate either barge or pump for both off or on loading sediment
- Within 1½ mile pumping distance from Woodley Island Marina sediment offloading
- >15 minute barge trip from Eureka Small Boat Basin and most other dredge locations
- Ability to directly repump temporarily stored material at Samoa Lagoons in multiple in bay reuse locations or rebarge to reuse in distant reuse locations
Beneficial Reuse and Temporary Storage Locations Nearby

- Samoa Lagoons dewatering and temporary storage
  - Truck, pump, or barge to other reuse locations
- Town Of Samoa required fill
- Beach Replenishment
- In Bay Restoration Projects nearby
- Sea Level Rise Adaptation fill projects nearby
  - Coastal Dependent Industrial Zoned
  - Other sea level rise adaptation projects
- Construction fill
Coastal Development Permit from Coastal Commission to:

- Install additional crane on Dock
- Run dredge pipe from dock to Samoa Lagoons
Needed Equipment

Currently owned by the District.

- 12” Submersible Dredge Pump
- 12” Booster with Pump
- 12” Y Valve Assembly
- 1” Pipe, thick wall
- 14” Pipe
- 12” Fusion Machine
- Booster Pump Control Cabin
- Crimp Machine/Hydraulic Hose
- Turbidity Gauges
- Fusing Iron
Samoa Lagoons
Dewatering and temp storage

- Existing Coastal Development Permit
- Previously used as dewatering/storage
- 65,000 CY capacity
- Can either pump or truck material to site
- Within ½ mile of Redwood Marine Terminal I sediment offloading facility
- Direct access to highway 255
- Within 6 miles of all reuse locations in Arcata and Middle Bay
Approved Humboldt County Coastal Development Permit

Permit Description

• Re-open the upland dewatering site
• Infiltrate through sand into ground
• Does not authorize discharge to Bay
• Primary Disposal Area = 6.57 acres
• Secondary Decant Basin = 5.92 acres
• Capacity 44,770 cubic yards
• Operates 24 hours a day
Coastal Development Permit from Humboldt County:

- Install liner
- Install discharge pipe to Bay
- Change from groundwater infiltration to discharge to Humboldt Bay

401 Certification from Water Board
404 Certification from USACOE

Discharge water from dredge material to Humboldt Bay
## Equipment Required

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Size</th>
<th>Cost</th>
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<tbody>
<tr>
<td><strong>Samoa Lagoons</strong></td>
<td>190 X 780 cell</td>
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<tr>
<td>Site recontour/shaping/ Installation</td>
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<td>$200,000</td>
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<td>215*420</td>
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<td><strong>Settling basin</strong></td>
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<td>Freight</td>
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<td><strong>TOTAL</strong></td>
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<td>Contingency @ 25%</td>
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<td><strong>Total Cost</strong></td>
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Policy 6:
Land divisions, including re-divisions and lot line adjustments of any land subject to the STMP-LUP, shall be permitted only if all resulting parcels can be demonstrated to be buildable and protective of all coastal resources, and safe from flooding, erosion, and geologic hazards, including the effects of at least 4.6 feet of sea level rise, without the future construction of shoreline armoring devices, and that the development proposed on the resultant lots can be constructed consistent with all pertinent policies of the certified LCP.

Tsunami protection 3 feet above Sea Level Rise
Town Of Samoa
Sea Level Rise/Tsunami Evacuation fill

• Required by Coastal Commission approved County Local Coastal Plan

• Material can be delivered over next few years. (not needed all at once)

• Can be either:
  • Directly pumped from RMT I or II Sediment Offloading facility and dewatered onsite, or

• Trucked from Samoa Lagoons dewatering / Temporary Storage
Sea Level Rise

Year 2100
2 meters – 6.5 feet

Project fill areas to retain CDI lands
Beach Replenishment
Santa Cruz Coastal Development Permit
TH14e July 12, 2018

20,000 CY sandy material near shore disposal annually
10,000 CY finer grain material annually not to exceed 550 CY of silt and Clays per day

Time restrictions for nearshore disposal
  • Daytime hours    Nov 1- April 30
Future
Suction
Dredging
Long Fin Smelt

Entrainment?
DOP 200 with leveler head
submersible dredge pump
DOP 200 fitted with a leveler head with water jet assistance to boost production.
## Potential Disposal Option Costs

<table>
<thead>
<tr>
<th>Dredge Locations</th>
<th>Annual Sediment Input</th>
<th>Last Dredge Date</th>
<th>Distance to Disposal Location</th>
<th>Estimated District Dredge and Disposal Cost</th>
<th>Dry Sediment Transport Cost</th>
<th>Additional Piping Equipment Cost</th>
<th>Additional Infrastructure Cost</th>
<th>First yr Total Cost</th>
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<td>Ocean disposal via ACOE dredge</td>
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RMT II Dredged Sediment On/Off Loading Facility

Project Description

The Harbor District proposes to use existing RMT II dock facilities to directly transfer dredged sediment from multiple dredging locations. Sediment could be barged or pumped directly to the on/off loading facility for transfer to beneficial reuse locations and/or temporary storage sites. The RMT II dock has an existing crane that will be outfitted with a pump to transfer dredged material. The dock also has an existing 10’x7’ sea chest that goes down to a depth of approximately 16 feet. There are two 3’x8’ control gates and two 60HP vertical pumps pulling out from 8-inch pipe wells. The pumps have an approximate capacity of 5,500 gallons per minute and will be screened to regulatory requirements as part of the project to prevent entrainment.

The sediment on/off loading facility would use these existing sea chest pumps to draw-in Bay water and pump dredged sediment from a barge through a pipeline to one of multiple possible locations within pumping range. This RMT II dock handling facility is less than a 15 minute barge trip from most locally maintained dredge locations and is within 1.5 miles of Samoa Lagoons, Town of Samoa fill site, and the beach. The facility would also have the ability to directly re-pump temporarily stored material at Samoa Lagoons to in bay reuse locations or re-barge for reuse in distant reuse locations.

The Facility would have two twelve-inch pipes from the crane on the end of dock to the shore mounted on the side the dock adjacent to the existing pipes and utilities. From the shore, the pipes would extend landward to a booster pump transfer station. The booster pump would be equipped with a 12 inch “Y” valve so that the dredge material could be redirected to a permitted disposal location.

The Dock would be modified with bumpers to accommodate the dredge hopper and protect the dock pilings.
Humboldt Bay Harbor, Recreation, and Conservation District
“Samoa Lagoons” Regional Sediment Dewatering and Temporary Storage Site
CDP 10-12/ CUP 10-09 Permit Modification

Introduction
The Humboldt Bay Harbor, Recreation and Conservation District (District) continues to plan for maintenance dredging needs. There are three main components to dredging events: 1) dredging, 2) dredge material transport, and 3) disposal/reuse. The District recently received permits for clamshell dredging with sediment disposal at the Humboldt Open Ocean Disposal Site (HOODS) located three miles off-shore. However, the preferred “disposal” method is beneficial reuse of dredge material. To accomplish this the District is seeking approvals to barge/pump sediment from multiple dredging locations to a dockside sediment on/off loading facility at the District’s Redwood Marine Terminal and then directly transferring the sediment to beneficial reuse locations and/or a temporary storage site, such as the Samoa Lagoons.

The District is also currently in the process of completing a comprehensive Programmatic Environmental Impact Report (PEIR) for the Humboldt Bay Sediment Management Strategy, which will be a long-term program for dredging, pumping, dewatering, processing, stockpiling and beneficially using dredged sediments from locally maintained sites.

Regional Sediment Dewatering and Temporary Storage Site
Project Description
This project description focuses on the existing Regional Sediment Dewatering and Temporary Storage Site on the Samoa Peninsula, which is commonly referred to as “Samoa Lagoons”. The District has a County Coastal Development Permit (CDP) / Conditional Use Permit (CUP) (CDP-10-12/CUP-10-09) for the 21-acre site that allows up to 65,000 cubic yards of dredge material to be dewatered and temporarily stored at this site. The site was originally permitted and was used in the 1980’s and 1990’s.

The District conducted wetland and biological surveys of the site and has had the depth to freshwater evaluated. The North Coast Regional Water Quality Control Board (NCRWQCB) will no longer authorize the use of the site for groundwater infiltration dewatering due to potential freshwater groundwater impacts. In order to comply with NCRWQCB standards, the District is requesting a permit modification to:

- Install a geomembrane liner
- Change from groundwater infiltration to Humboldt Bay discharge

Figure 1. Samoa Lagoons Dewatering/Temporary Storage Site
The liner will allow for dredged material to be placed on the site, sediment dewatering with decant water discharged to the Bay, and on-site sediment storage as necessary until a beneficial reuse project site is permitted and ready to accept material. Water Discharge from the Samoa Lagoons dewatering site to the Bay will be permitted separately through the Coastal Commission, NCRWQCB, California Department of Fish and Wildlife, and US Army Corp of Engineers as applicable.

The District proposes to install a prefabricated polyethylene liner in both the seven (7) acre primary dewatering area and the secondary settling basin. The primary dewatering area, secondary, settling basin and the discharge pipe that flows to the bay will be engineered to dewater up to 65,000 cubic yards of material with the discharge to Humboldt Bay meeting or exceeding the NCRWQCB requirement that the receiving water not exceed turbidity levels by more than 15% above the receiving water turbidity levels at time of discharge Figure 2 (See agenda Item 7a). As the original source of the water is from Humboldt Bay, the water from the dredge material will be discharged back to the original source. All dredge material will be sampled according to NCRWQCB Sampling and Analysis Plan approved procedures and only material that meets the NCRWQCB standards will be deposited into the Samoa Lagoons dewatering site.

As described in the existing CDP-10-12/CUP-10-09 Project Description, the existing Samoa Lagoons site is constructed, contoured, and has weirs installed which connects the primary and the secondary dewatering areas. Figure 3 includes the existing topographic survey of the site. The weir consists of a vertical 5-foot diameter culvert cut in half with adjustable weir boards attached to the invert of the culvert, and a horizontal 24-inch diameter culvert which runs through the dike separating the primary and secondary dewatering areas. The top of the exiting weir board is at an elevation of 39 feet MLLW, and the flow of the horizontal culvert is at an elevation of 35 MLLW. An additional weir, constructed in the same manner as the primary weir, was used to connect the secondary dewatering area to the water existing return ditch.

In past dredging operations the dredge material was pumped to a central location in the elevated primary dewatering area of the dredge disposal site, where the major portions of the heavier and larger-grained spoils and fines settle out; the residual water was discharged, through a weir into a 24-inch diameter culvert to the secondary dewatering area, immediately to the west. Final sedimentation occurred in the secondary dewatering area, with the residual water flowing through another 24-inch weir to the decant water return ditch which flowed northeast to the decant weir located on the northeast side of the primary detention basin. The decanted water was then routed through the exiting return water outlet and discharged into Humboldt Bay.

The primary difference between the previously utilized method and the proposed method is that the previous method was unlined and the proposed method will have both the primary and secondary basins lined with a geomembrane liner and the drainage ditch replaced with a discharge pipe. The discharge to Humboldt Bay will be permitted separately through the Coastal Commission, NCRWQCB, California Department of Fish and Wildlife, and US Army Corp of Engineers as applicable.

The Samoa Lagoons Upland Dewatering Site is ideally located in a central location directly adjacent to Highway 255 and to Humboldt Bay and within a two-mile pumping distance of almost all local and private dredge sites. The figure below shows the District and City of Eureka facilities that require
maintenance dredging. Dredge material from other location’s will also be accepted as long as they have all required permits from the regulatory agencies and have had the dredge material sampled according to NCRWQCB Sampling and Analysis Plan approved procedures Figure 4. Once material is dewatered it will be available to be transported to other location’s through-out the Humboldt Bay region that have received all required permits to accept the material.
Figure 4. NCRWQCB Sampling and Analysis Plan Approved Procedures
STAFF REPORT – HARBOR DISTRICT MEETING
October 25, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 18, 2018

TITLE: Authorize the Executive Director to Execute a Contract with Whitchurch Engineering for the Development of Conceptual Designs/Drawings to Install an Impermeable Liner at Samoa Lagoons

STAFF RECOMMENDATION: Staff recommends the Board: Approve a contract with Whitchurch Engineering for the development of conceptual designs and drawings for installation of an impermeable liner at the Samoa Lagoons.

BACKGROUND: Staff continue to explore alternative options for disposal of dredge sediments that will allow for beneficial reuse. The District has a County Coastal Development Permit (CDP) / Conditional Use Permit (CUP) (CDP-10-12/CUP-10-09) for the 21-acre Samoa Lagoons site (originally permitted and used in the 1980’s and 1990’s) that allows for storage and dewatering of up to 65,000 cubic yards of dredge material. The North Coast Regional Water Quality Control Board (NCRWQCB) will no longer authorize the use of Samoa Lagoons for groundwater infiltration dewatering due to potential impacts to the freshwater aquifer. In order to comply with NCRWQCB standards, the District will be requesting a permit modification to install a geomembrane liner and change from groundwater infiltration dewatering to Humboldt Bay discharge.

DISCUSSION: The Samoa Lagoons site was designed to hold dredge sediments, and the installation of impermeable liners in the containment basins will prevent any contamination of groundwater that might be possible during dewatering of dredge materials. This engineering work will be a key component of permit applications for a County CDP, and NCRWQCB and U.S. Army Corps of Engineers discharge permits that will need to be obtained before any disposal option other than the Humboldt Open Ocean Disposal Site is available to the District. The District has conducted wetland and biological surveys of the site and has had the depth to freshwater evaluated. A detailed project description is included as Attachment C to Agenda Item 6 d).

The cost estimate for the conceptual design work is $7,500. In addition, Staff intend to ask Whitchurch to produce a short, written description of the design work will be included in the permit application materials. The written description will be compensated on a Time and Materials basis.

ATTACHMENTS:
A. Whitchurch Engineering Scope of Work
CONSULTING SERVICES AGREEMENT

This agreement made this 12th day of October, 2018 by and between Humboldt Bay Harbor District, hereinafter called the Client, and Whitchurch Engineering, Inc., hereinafter called the Consultant, whereas the Client desires to employ a Consultant to provide conceptual design and drawings for two sediment basins for a project located in Samoa, CA, APN:401-031-032,-047.

Now, therefore, the agreement witnesseth, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall furnish engineering services and the Client shall make payment for same in accordance with the terms and conditions set forth in Exhibit A which is attached and is hereby made a part hereof. In witness whereof, the parties to these presents have hereunto caused these presents to be executed in Fortuna, California the day and year first above mentioned.

Humboldt Bay Harbor District
Larry Oetker
601 Startare Drive, Eureka, CA
(707) 443-0801
loetker@humboldtbay.org

[Signature]
Jeffrey Lankam
RCE# 68586

Date

10-12-18

Date
EXHIBIT A

TERMS AND CONDITIONS

1. The following specific services shall be provided:
   A. Coordination and a site visit which will:
      i) Establish the limits of work.
      ii) Provide visual verification of the topographic survey.
      iii) Field identify critical design criteria for the project.
      iv) Include 3 project meetings (initial kickoff and site visit, review of design concepts and final design review).
   B. Develop Conceptual Design which will identify design elements to:
      i) Dewater dredge spoils within primary containment.
      ii) Transfer the discharge waters to the secondary containment.
      iii) Propose treatment of discharge waters to attain turbidity levels 15% below receiving water levels as established by the California Regional Water Quality Control Board.
      iv) Propose piping to convey discharge waters to Humboldt Bay.
   C. Develop Conceptual Drawings which will delineate:
      i) Installation of impermeable liners within primary and secondary containment areas.
      ii) Placement of design features to dewater dredge spoils.
      iii) Placement of piping to convey discharge waters from secondary containment to Humboldt Bay outfall.
      iv) Development of discharge outfall.

2. We estimate these fees to be approximately $7,500 (Seven thousand, five hundred dollars). Additional services which fall outside this scope of work will be performed at Client’s request and billed at the rates outlined below.

3. Services which are not included in this scope of work will be billed on a time and material basis as per the following:
   - Senior Engineer $110 - 200 hr
   - Surveyor $85 - 150/hr
   - Drafting/Technical $55 - 85/hr
   - Designer $75 -120/hr
   - Sub-consultants Cost plus 20%
   - Project Engineer $75 - 110/hr
   - Survey Tech $75 - 110/hr
   - Administration $45 - 75/hr
   - Materials Cost plus 20%
   - Mileage $0.85/mile

4. The following items are not included in our proposal:
   - Detailed construction drawings
   - Material specifications
   - State or federal agency permits
   - State or county fees
   - Topographic surveying
   - Permit applications
   - Environmental, biological and archaeological studies
any other items not specifically mentioned in part 1 of this Service Agreement

5. The Client shall pay all fees to public agencies required as a result of services performed under this agreement.

6. Either party may terminate contract by written contract. If for any reason our services are terminated, fees for services rendered to date shall be computed on a time and expense basis as outlined above.

7. Whitchurch Engineering, Inc. is not responsible for services provided by other professional firms who have or will perform services for this project and will be held harmless therefrom.

8. The Consultant will perform his services in accordance with generally accepted professional engineering practices for the intended use of the project but makes no warranty, either express or implied.

9. The Client shall not hold the Consultant responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Engineer.

10. All documents created by the Consultant shall remain the property of the Consultant.

11. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the County of Humboldt and client waives the right to have the suit brought, or tried in, or removed to any other county or judicial jurisdiction.

12. This agreement shall be governed by the laws of the State of California.

13. Accumulated job cost will be billed at monthly increments. All accounts are due within thirty days of the date of receipt of invoice unless prior arrangements have been made. Accounts not paid within thirty days shall bear a finance charge of 1 and ½ % per month, which is an annual percentage rate of 18%.
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 18, 2018

TITLE: Receive a Presentation on the King Salmon Tide Gate Status and Options for Repair

STAFF RECOMMENDATION: Staff recommends the Board: Receive a presentation and provide further direction to Staff.

BACKGROUND: Staff are preparing to submit an application to the California Coastal Commission for a Coastal Development Permit Waiver for maintenance and repair to the existing culvert. The District Planner intends to submit the permit applications by November 15th. Staff will provide a status report at the November 15 Special Board Meeting.

ATTACHMENTS:
A. Image of King Salmon Tide Gate at Low Tide
B. Image of Replacement Tide Gate Option
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 10, 2018

TITLE: Consideration of Resolution 2018-10, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California State Coastal Conservancy for the Acquisition of Real Property Known Locally as the Dog Ranch and Poovey Tract Located on the North Spit of Humboldt Bay, California

__________________________________________________________________________

STAFF RECOMMENDATION: Staff recommends the Board: Adopt Resolution 2018-10.

BACKGROUND: Since 2015, the California State Coastal Conservancy (“Conservancy”) has led a stakeholder group that includes the U.S. Fish & Wildlife Service, California Department of Fish & Wildlife, the Wildlife Conservation Board, the Wiyot Tribe, Friends of the Dunes, Bureau of Land Management, and the Harbor District working towards the acquisition of the twelve parcels (366 acres) of coastal dune and wetland habitat on the North Spit of Humboldt Bay, known locally as the Dog Ranch and Poovey Tract, and identified by Assessor’s Parcel Numbers 401-011-001, -010, -012, -018, -020, -023; 401-021-011, -018, -027, -028, -029; and 401-031-045.

The outcome of the acquisition, described as the Samoa Dunes and Wetlands Conservation Project (“Project”) will be the protection of numerous rare, endangered, threatened, and protected species, wetland habitat, and rare Beach Pine-Sitka Spruce forest which occur on the property, and will ensure the property remains open space and accessible to the public. In 2017, the District agreed to step forward as the land management agency for the Project, and worked successfully with the Conservancy to identify and apply for funding for the acquisition.

DISCUSSION: Three agencies have committed to funding the Project:

- California Coastal Conservancy $673,350 Awarded under the grant discussed
- California Natural Resources Agency $708,948 Awarded in March 2018
- Wildlife Conservation Board $700,000 Pending, expect award February 2019

As the land management agency and property owner, the District has committed to a total matching cash and in-kind contribution of $18,500 for the purposes of Escrow fees, Title insurance, closing costs and post-acquisition property management and planning.

The 366-acre Project property is directly adjacent to other Harbor District properties along the Bay, and is also adjacent to approximately 1,300 acres of a publicly protected coastal dune system. This Project is of statewide significance because of the landscape-level linkages, biodiversity conservation, and sensitive
species habitat it will serve to protect. This area is also vulnerable to sea level rise due to its location at the edge of Humboldt Bay and the Pacific Ocean, so protecting the property from development will ensure that the wetlands will remain as a buffering influence on increased flooding and storm surges in the future.

This Project has immense public support. For over 20 years, both public and private conservation, recreation and education organizations have sought to protect the property and make it available for wildlife viewing, hiking and restoration. This Project is consistent with the statutory purposes of the District which includes the protection of natural resources for the benefit of the public. Acceptance of this grant funding is key to the success of the Project.

**ATTACHMENTS:**
A. Resolution 2018-10
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

RESOLUTION NO. 2018-10

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA STATE COASTAL CONSERVANCY FOR THE ACQUISITION OF REAL PROPERTY KNOWN LOCALLY AS THE DOG RANCH AND POOVEY TRACT LOCATED ON THE NORTH SPIT OF HUMBOLDT BAY, CALIFORNIA

WHEREAS, the California State Coastal Conservancy ("Conservancy") has funding available from the Habitat Conservation Fund ("HCF") that can be used for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and the acquisition, enhancement, or restoration of wetlands; and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District ("District") is a county-wide special district with permit jurisdiction over all tide, submerged and other lands granted to the District, including all of Humboldt Bay, and has a statutory purpose to protect natural resources for the benefit of the public; and

WHEREAS, the real property known locally as the Dog Ranch and Poovey Tract, identified by Assessor’s Parcel Numbers 401-011-001, -010, -012, -018, -020, -023; 401-021-011, -018, -027, -028, -029; and 401-031-045 provides habitat for numerous rare, endangered, threatened, and protected species as well as wetlands and rare Beach Pine-Sitka Spruce forest; and

WHEREAS, the real property is adjacent to approximately 1,300 acres of a publicly protected coastal dune system and is being acquired for wildlife habitat protection and enhancement, open space preservation, and public access, and has been designated as the “Samoa Dunes and Wetlands Conservation Project”; and

WHEREAS, the Conservancy has awarded a grant to the District in the amount of $673,350 to assist with the acquisition of the aforementioned real property; and

WHEREAS, the California Natural Resource Agency previously awarded the District $708,948 and the Wildlife Conservation Board is tentatively scheduled to award an additional $700,000 in February 2019 towards the acquisition; and

WHEREAS, the procedures established by the Conservancy require a Resolution from the Board of Commissioners designating positions whose incumbents are authorized to negotiate and execute the grant agreement and other required documents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:
1. Accepts the award of a California State Coastal Conservancy Grant in the amount of $673,350 to assist with the acquisition of real property known locally as the Dog Ranch and Poovey Tract; and
2. Certifies that the District has reviewed, understands, and agrees to the provisions contained in the grant agreement; and
3. Delegates the authority to the Executive Director, or his/her designee, to negotiate and execute the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, and to execute all other documents needed in connection with the grant; and
4. Authorizes a total matching cash and in-kind contribution of $18,500 for the purposes of Escrow fees, Title insurance, closing costs and post-acquisition property management and planning for the Samoa Dunes and Wetlands Conservation Project.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 25th day of October 2018, by the following polled vote:

AYES:

NOES:

ABSENT:

______________________________
RICHARD MARKS, President
Board of Commissioners

ATTEST:

______________________________
PATRICK HIGGINS, Secretary
Board of Commissioners
CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2018-10 entitled,

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA STATE COASTAL CONSERVANCY FOR THE ACQUISITION OF REAL PROPERTY KNOWN LOCALLY AS THE DOG RANCH AND POOVEY TRACT LOCATED ON THE NORTH SPIT OF HUMBOLDT BAY, CALIFORNIA

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 25th day of October 2018; 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 25th day of October 2018.

________________________
PATRICK HIGGINS, Secretary
Board of Commissioners
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Jenna Gennuso, Harbor Specialist I

DATE: October 16, 2018

TITLE: Consideration of Resolution 2018-11, A Resolution in Support of Wind Energy Development in Humboldt County

STAFF RECOMMENDATION: Staff recommends the Board: Adopt Resolution 2018-11.

BACKGROUND: Humboldt County possesses abundant renewable energy resources that would greatly benefit the communities and its peoples if utilized. Humboldt Wind, LLC has submitted permit applications to construct and operate the Humboldt Wind Energy Project located on Bear River Ridge, roughly 12 miles southeast of the city of Fortuna and 20 miles north of the community of Garberville. The Project would construct and operate up to 60 wind turbine generators and associated infrastructure with a theoretical maximum energy generation capacity of up to 155 megawatts.

DISCUSSION: The Harbor District is in discussions with Humboldt Wind, LLC to lease a portion of the District’s Fields Landing coastal dependent industrially zoned property to offload the large and bulky wind turbines, towers, and other associated equipment which will be barged to the site. Once onsite, the wind generating equipment will be stored, partially assembled, and prepared for trucking to the Bear River location over a period of approximately 1 year.

ATTACHMENTS:
A. Resolution 2018-11
RESOLUTION NO. 2018-11

A RESOLUTION IN SUPPORT OF WIND ENERGY DEVELOPMENT IN HUMBOLDT COUNTY

WHEREAS, Humboldt Wind, LLC has submitted permit applications to construct and operate the Humboldt Wind Energy Project located on Bear River Ridge, roughly 12 miles southeast of the City of Fortuna and 20 miles north of the community of Garberville; and

WHEREAS, the Project would construct and operate up to 60 wind turbine generators and associated infrastructure with a theoretical maximum energy generation capacity of up to 155 megawatts; and

WHEREAS, in addition to the wind turbines and transformers, the Project would include ancillary facilities such as temporary staging areas, access roads, 34.5-kilovolt collection lines (collection system), an operations and maintenance building, a substation with energy storage infrastructure, utility switchyard modification, and a 115-kV Gen-Tie; and

WHEREAS, due to the large and bulky size of the towers, turbines and other associated equipment, the equipment must be barged into Humboldt Bay and offloaded as close to the deployment site as possible; and

WHEREAS, the Harbor District’s Fields Landing coastal dependent industrially zoned property along the bay has been determined to be an ideal location for the barges to land, unload, and store equipment before it is trucked to the final deployment location; and

WHEREAS, Humboldt County has several additional locations where both on and off-shore wind generating equipment could be deployed, and

WHEREAS, an agreement with Humboldt Wind, LLC to utilize the District’s waterfront infrastructure is a critical component of the District’s efforts to modernize and diversify our port; and

WHEREAS, multiple wind energy projects within the County have the potential to create living wage jobs on the waterfront and through-out Humboldt County while at the same time benefitting the environment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:

1. Supports the utilization of natural renewable wind energy sources due to the potential benefits to the local communities as well as the environment.
2. Supports the Humboldt Wind Energy Project on the Bear River Ridge
3. Authorizes the Executive Director to enter into negotiations with Humboldt Wind, LLC to lease a portion of the Fields Landing coastal dependent industrially zoned property.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 25th day of October 2018, by the following polled vote:

AYES:

NOES:

ABSENT:

______________________________
RICHARD MARKS,
President Board of Commissioners

ATTEST:

______________________________
PATRICK HIGGINS, Secretary
Board of Commissioners
CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2018-11 entitled,

A RESOLUTION IN SUPPORT OF WIND ENERGY DEVELOPMENT IN HUMBOLDT COUNTY

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 25th day of October 2018; 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 25th day of October 2018.

__________________________________
PATRICK HIGGINS, Secretary
Board of Commissioners
TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

PREPARED BY: Bernadette Clueit, Harbor Specialist II

DATE: October 18, 2018

TITLE: Consideration of Compensation Agreement Between the Successor Agency to the City of Eureka Redevelopment Agency and the Harbor District

STAFF RECOMMENDATION: Staff recommends the Board: Review the proposed Compensation Agreement and continue the discussion to the November 15, 2018 Special Board Meeting to allow the Executive Director time to confer with the other named parties to the agreement, and allow District Counsel to be present to advise.

BACKGROUND: The City of Eureka’s former Redevelopment Agency was dissolved by the State in 2012, at which point the Successor Agency became responsible for paying the enforceable obligations and disposing of the property and other assets of the former Redevelopment Agency. The Successor Agency received approval of its Long Range Property Management Plan in 2015, and is now required to enter into Compensation Agreements with all taxing entities for the properties. The Compensation Agreement outlines how the taxing entities will be compensated when the properties are sold. As one of the qualified taxing entities, the District has been included as a party to the draft Compensation Agreement prepared by the Successor Agency.

Section 5 of the agreement outlines the process by which the properties will be disposed (sold) and Section 6 outlines how the taxing entities will be compensated from the proceeds of the sale of the six (6) parcels subject to the Compensation Agreement. The parcels are described in Exhibit A of the Compensation Agreement. In general, Exhibit C outlines the pro-rated share of net proceeds in proportion to the share of the base property tax owed to each taxing entity. The District would receive the smallest share at approximately 0.0088.

ATTACHMENTS:
A. Compensation Agreement
COMPENSATION AGREEMENT  
(Future Development Properties)

This Compensation Agreement, dated for reference purposes as of July __, 2018, (this "Agreement") is entered into by and among the Successor Agency to the City of Eureka Redevelopment Agency, the City of Eureka, the County of Humboldt, the Humboldt County Library, Humboldt Bay Municipal Water District, Humboldt Bay Harbor Recreation and Conservation District, Humboldt County Office of Education, Eureka City Unified School District and College of the Redwoods Community College District, on the basis of the following facts, understandings, and intentions of the Parties.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Dissolution Statutes and the decision in Community Redevelopment Association v. Matosantos, 53 Cal.4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former Agency.

C. Accordingly, ownership of the properties, acquired by the Former Agency to implement the Redevelopment Plan, transferred to the Successor Agency for disposition in accordance with the Dissolution Statutes.

D. The Successor Agency received a "finding of completion" under Health and Safety Code Section 34179.7, from the DOF on April 12, 2013, confirming that the Successor Agency had made specified required payments under the Dissolution Statutes, thereby entitling the Successor Agency to prepare and submit a long range property management plan to the Oversight Board and the DOF for approval.

E. The Successor Agency prepared and obtained Oversight Board approval of the Successor Agency's LRPMP on June 8, 2015, calling for the Former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan pursuant to a compensation agreement to be entered into among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f).

Compensation Agreement
Page 1
F. The DOF approved the LRPMP by determination letter issued on December 16, 2015.

G. Under the Successor Agency's approved LRPMP, and as allowed under Health and Safety Code Section 34191.5(c)(2), the Successor Agency is authorized to transfer the Property to the City, and the City will retain the Property for future development for projects consistent with the approved Redevelopment Plan.

H. Under the approved LRPMP, the City is required to enter into a compensation agreement with the Taxing Entities.

I. The Parties are entering into this Agreement to comply with the terms of the revised LRPMP, as approved by the DOF.

NOW, THEREFORE, for and consideration of the foregoing recitals which are hereby incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement, as this Agreement may be amended from time to time.

(b) "Applicable Shares" has the meaning given in Section 6(a).

(c) "Auditor-Controller" means the Humboldt County Auditor-Controller.

(d) "City" means the City of Eureka, a California municipal corporation, and any entity referred to in Health and Safety Code Section 34167.10.

(e) "Close of Escrow" means the date a Property is transferred by a deed recorded in the official records of the County.

(f) "County" means the County of Humboldt, a political subdivision of the State of California.

(g) "DDA" means, a disposition and development agreement (or other form of conveyance document) between the City and a Developer for the development of one or more of the Properties for a project consistent with the Redevelopment Plan.

(h) "Developer" means, the developer to which the City disposes a Property pursuant to a DDA.

(i) "Disposition Proceeds" means, with respect to any Property, any Temporary Rental Income PLUS the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the Compensation Agreement.
disposition of the Property pursuant to a DDA or PSA made pursuant to Section 5(a) LESS any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or proceeds of bonds) that were used for the original acquisition or improvement of the Property, and LESS any outstanding amount of any enforceable obligation listed on the Successor Agency’s ROPS related to the Property; and LESS the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, a purchaser or another separate entity), each to be substantiated and documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual costs, for normal maintenance, management, property taxes and insurance of the applicable Property from the date the Former Agency dissolved to the date the Property is disposed of by the City to the Developer pursuant to the DDA or PSA pursuant to Section 5(a); plus

(2) the City’s actual costs of any capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Former Agency dissolved, to the date the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below plus

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA or PSA for the applicable Property to prepare the Property for disposition, but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below; plus

(4) the City’s actual costs, to pay City staff costs, third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and to the extent applicable any other costs related to Developer selection, purchaser solicitation, DDA or PSA preparation and approval, and closing costs for disposition of the Property but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below; plus

(5) any broker’s commissions payable by the City pursuant to a DDA or PSA for the Property but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below.

(j) "Disposition Proceeds Statement" has the meaning set forth in Section 6(b), below.
(k) "Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, AB 1484 enacted in June 2012, and SB 107, enacted September 2015, and any future amendments that may apply.

(l) "DOF" means the California Department of Finance.

(m) "Effective Date" has the meaning given in Section 2.

(n) "ERAF" means the Humboldt County Educational Revenue Augmentation Fund.

(o) "Escrow Agent" means Humboldt Land and Title Company, or such other title company selected by the City.

(p) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(q) "Former Agency" means the dissolved Eureka Redevelopment Agency.

(r) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. As of the date of this Agreement, the LRPMP consists of the Long-Range Property Management Plan, as approved by the DOF on December 16, 2015.

(s) "Oversight Board" means the Successor Agency’s oversight board established and acting in accordance with the Dissolution Statutes.

(t) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(u) "Property" means any of the following parcels of real property located in the City of Eureka, County of Humboldt, California, all as further described in the attached Exhibit A, incorporated herein by this reference:

(1) The property located at 1535 Waterfront Drive, identified as Assessor’s Parcels Nos. 002-241-013 and 002-241-007;

(2) The property located at NE Corner of 1st and C Streets, identified as Assessor’s Parcels No. 001-054-047 and 001-054-013;

(3) The property located at the Northwest corner of 1st and D Streets, identified as Assessor’s Parcel No. 001-054-045.

(4) The property located at the Northwest corner of 1st and C Streets identified as Assessor’s Parcel No. 001-011-021;
(v) "PSA" means a Purchase and Sale Agreement between the City and a purchaser for the sale of one or more of the Properties.

(w) " Redevelopment Plan" means the Merged Redevelopment Plan for the Eureka Century III NDP Phase I Redevelopment Project, the Eureka Century III NDP Phase II Redevelopment Project, and the Eureka Tomorrow Redevelopment Project Area.

(x) "Successor Agency" means the Successor Agency of the dissolved Eureka Redevelopment Agency.

(y) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Dissolution Statutes: the City of Eureka, the County of Humboldt, the Humboldt County Library, Humboldt Bay Municipal Water District, Humboldt Bay Harbor Recreation and Conservation District, Humboldt County Office of Education, Eureka City Unified School District and College of the Redwoods Community College District. The term shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188. Notwithstanding anything to the contrary herein, ERAF is only considered a Taxing Entity for purposes of distributing funds and for no other purpose, and no additional approval or signature will be required on behalf of ERAF.

(z) "Temporary Rental Income" means any lease rental income, use fee income or other income, if any, that may be received by the City with respect to the Property minus the documented costs to the City of improvement, operation and maintenance of the Property for the temporary use prior to the transfer of the Property pursuant to the DDA.

Section 2. Effectiveness of Agreement.

(a) This Agreement shall become effective only upon satisfaction of the following conditions.

(1) Approval of this Agreement by the Taxing Entities' governing boards and direction for the Taxing Entities to execute this Agreement;

(2) Approval of this Agreement by the Successor Agency's governing board and direction for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f); and

(3) The signing of this Agreement by authorized representatives of all the Parties.

(b) Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement
is effective and specifying the date the Agreement became effective (the “Effective Date”).

Section 3. **Signatories With Respect To Certain Funds.**

(a) **County Funds.** Humboldt County (the “County”) administers the following special districts and funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the County Library

(b) **ERAF.** ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of each Property. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

Section 4. **Conveyance of Property to City.**


Section 5. **Disposition of Property by City.**

(a) Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the procedures and requirements set forth herein, the City shall use diligent good faith efforts to select a Developer for all or part of the Property, negotiate and obtain approval and execution of a DDA or PSA for all or part of Property, and dispose of all or part of the Property to a Developer in accordance with the applicable DDA or PSA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of the Property in accordance with the Redevelopment Plan and LRPMP. As required by Government Code Section 52201, the purchase price payable to the City for all or part of the Property under the applicable DDA or PSA shall be an amount that is determined to be not less than the Property’s fair market value at highest and best use, or the Property’s fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

(b) By not later than the date of first published notice of the City Council public hearing for a DDA or PSA (the “DDA Public Hearing Notice”), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA or PSA.

Compensation Agreement
Page 6
(c) Upon the execution of a DDA or PSA for all or part of the Property, the City shall transmit a copy of the executed DDA or PSA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. At the Close of Escrow for the Property, the City shall remit any Temporary Rental Income (if any) and the Escrow Agent shall transmit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the “Applicable Shares”), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit C shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2017, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of the distribution pursuant to subsection (a), the City shall provide to the Escrow Agent, the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City’s calculation of the Disposition Proceeds (the “Disposition Proceeds Statement”). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to such distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds. Neither the Escrow Agent nor the Auditor Controller shall have any liability for any distributions may pursuant to this Agreement.

Section 7. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the Auditor-Controller of all amounts payable to the Taxing Entities under this Agreement, if any.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF’s directives regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an “Early Termination”). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 8(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by: (1) United States certified mail, return receipt requested, postage prepaid; or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit B. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 8(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Humboldt County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and only if approved and signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.
(h) **Non-Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) **No Partnership.** Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venture, or agent of any other Party.

(j) **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) **Exhibits.** The following exhibits are incorporated in this Agreement by reference:

- **Exhibit A:** Property Legal Description
- **Exhibit B:** List of Addresses for Notice Purposes
- **Exhibit C:** Illustrative Taxing Entities Applicable Shares of Property Taxes

(l) **Severability.** If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) **Action or Approval.** Whenever action and/or approval by the City is required under this Agreement, the City Manager or the City Manager’s designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in the City Manager’s discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Successor Agency Executive Director or the Successor Agency Executive Director’s designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Successor Agency Executive Director determines in the Successor Agency Executive Director’s discretion that such action or approval requires referral to the Successor Agency Board for consideration.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

SUCCESSOR AGENCY TO THE EUREKA REDEVELOPMENT AGENCY, a separate legal entity pursuant to Health & Safety Code §34173

By: ____________________________
Name: Greg L. Sparks
Its: Successor Agency Executive Officer

Dated: __________________________

APPROVED AS TO FORM:

______________________________
Robert N. Black, Successor Agency Counsel

ATTEST:

______________________________
Pamela J. Powell, Successor Agency Secretary
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CITY OF EUREKA, a California Municipal Corporation

By: ________________________________
Name: Greg L. Sparks
Its: City Manager
Dated: ________________________________

APPROVED AS TO FORM:

Robert N. Black, City Attorney

ATTEST:

Pamela J. Powell, City Clerk
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

COUNTY OF HUMBOLDT, a political subdivision of the State of California on behalf of the County of Humboldt, and the Humboldt County Library District

By: ________________________________
Name: Amy Nilsen
Its: County Administrative Officer

Dated: ____________________________

APPROVED AS TO FORM:

______________________________
County Counsel
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

COLLEGE OF THE REDWOODS COMMUNITY
COLLEGE DISTRICT

By: ____________________________
Name: Julia Morrison
Its: Vice President, Administrative Services

Dated: __________________________

APPROVED AS TO FORM:

______________________________
Legal Counsel
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

EUREKA CITY UNIFIED SCHOOL DISTRICT

By: 
Name: Dr. Fred Van Vleck
Its: Ed.D. Superintendent

Dated: 

APPROVED AS TO FORM:

________________________
Legal Counsel

Compensation Agreement
Page 14
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT COUNTY OFFICE OF EDUCATION

By: ______________________________
Name: Dr. Chris Hartley
Its: County Superintendent
Dated: ____________________________

APPROVED AS TO FORM:

______________________________
Legal Counsel

Compensation Agreement
Page 15
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By: ________________________________
Name: John Friedenbach
Its: General Manager

Dated: ______________________________

APPROVED AS TO FORM:

_______________________________
Legal Counsel

Compensation Agreement
Page 16
Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY HARBOR RECREATION
AND CONSERVATION DISTRICT

By: ________________________________
Name: Larry Oetker
Its: Executive Director
Dated: _____________________________

APPROVED AS TO FORM:

_______________________________
Legal Counsel

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION
(Source: Grant Deed Attachment No. 1)

for

Portion of Assessor’s Parcel No. 002-241-013

Assessor’s Parcel No. 002-241-007

Assessor’s Parcel No. 001-054-047

Assessor’s Parcel No. 001-054-013

Assessor’s Parcel No. 001-054-045

and

Assessor’s Parcel No. 001-011-021
## EXHIBIT B

### LIST OF ADDRESSES FOR NOTICE PURPOSES

<table>
<thead>
<tr>
<th>Successor Agency to the Eureka Redevelopment Agency 531 K Street Eureka, CA 95501 Attn: Executive Director</th>
<th>City of Eureka 531 K Street Eureka, CA 95501 Attn: City Manager</th>
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</thead>
<tbody>
<tr>
<td>County of Humboldt 825 Fifth Street Eureka, CA 95501 Attn: County Administrative Officer</td>
<td>Eureka City Unified School District 2100 J Street Eureka, CA 95501 Attn: Office of the Superintendent</td>
</tr>
<tr>
<td>College of the Redwoods Community College District 7351 Tompkins Hill Road Eureka, CA 95501 Attn: Vice President Administrative Service</td>
<td>Humboldt County Office of Education 901 Myrtle Ave Eureka, CA 95501 Attn: County Superintendent</td>
</tr>
<tr>
<td>Humboldt Bay Harbor Recreation and Conservation District 601 Startare Drive Eureka, CA 95501 Attn: Executive Director</td>
<td>Humboldt Bay Municipal Water District P.O. Box 95 Eureka, CA 95502 Attn: Executive Director</td>
</tr>
</tbody>
</table>
EXHIBIT C

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

The attached is for illustrative purposes only, the Applicable Shares of the Taxing Entities will be determined by the County Auditor-Controller. Below are the Applicable Shares of the Taxing Entities that would have applied to a distribution under Section 6 of the Compensation Agreement, had such distribution been made on January 1, 2018.

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<tr>
<th>Taxing Entity/Fund</th>
<th>Property Tax Share</th>
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<td>City of Eureka</td>
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<td>Eureka General Fund</td>
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<td>ERAF Share of Eureka General Fund</td>
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<td>Humboldt County</td>
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<td>College of the Redwoods Community College District</td>
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<td>Eureka City Unified School District</td>
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<td>Eureka High School</td>
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<td>Humboldt County Office of Education</td>
<td>0.0140</td>
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<td>Humboldt Bay Municipal Water District</td>
<td>0.0111</td>
</tr>
<tr>
<td>Humboldt Bay Harbor Recreation and Conservation District</td>
<td>0.0088</td>
</tr>
</tbody>
</table>
Attachment No. 1

Property Description

Portion of Assessor’s Parcel No. 002-241-013

All that real property situate in the City of Eureka, County of Humboldt, State of California, located in the Northwest One-Quarter of Section 23, Township 5 North, Range 1 West, Humboldt Base & Meridian, described as:

Parcel 4 as shown on Parcel Map No. 1672, recorded in Book 14 of Parcel Maps, Pages 111-114, Humboldt County Records.

EXCEPTING THEREFROM

Parcel 1 as shown on Parcel Map 2238, recorded in Book 19 of Parcel Maps, Page 135, Humboldt County Records.

ALSO EXCEPTING THEREFROM

A portion of that land as conveyed to the Eureka Redevelopment Agency on June 29, 1999 per Instrument No. 1999-18726-4, H.C.R., being a portion of Parcel 2 as shown on Parcel Map No. 2238, recorded in Book 19 of Parcel Maps, Page 135, H.C.R., being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel 2;

Thence, North 10° 46' 00" West along the westerly line of said Parcel 2, a distance of 169.79 feet to the northerly line of said Parcel 2;

Thence, along said northerly line North 72° 08' 28" East, 145.30 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 66° 02' 39" East, 61.98 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 58° 15' 36" East, 173.25 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 65° 14' 52" East, 65.76 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 68° 31' 58" East, 99.96 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 55° 14' 55" East, 151.22 feet to an angle point in said northerly line;
Thence, continuing along said northerly line North 58° 27' 11" East, 28.90 feet to a rebar and aluminum cap stamped "LS4446";

Thence, leaving said northerly line South 16° 14' 56" East, 285.27 feet to a rebar and aluminum cap stamped "LS4446" on the southerly line of said Parcel 2 and on a non-tangent curve concave to the south with a radial bearing of South 16° 14' 56" East;

Thence, Westerly along said southerly line along said curve with a radius of 2930.00 feet, through a central angle of 1° 48' 00", a distance of 92.05 feet to a point of tangency;

Thence, South 71° 57' 04" West, 501.48 feet to the beginning on a tangent curve concave to the north;

Thence, Westerly along said curve with a radius of 2470.00 feet, through a central angle of 3° 03' 59", a distance of 132.19 feet to the Point of Beginning.

The above described parcel contains 366,255 square feet (8.41± acres) of land, more or less.
Attachment No. 1

Description

Assessor’s Parcel No. 002-241-007

All that real property situate in the City of Eureka, County of Humboldt, State of California, located in the Northwest One-Quarter of Section 23, Township 5 North, Range 1 West, Humboldt Base and Meridian, described as follows:

Parcel 5 as shown on Parcel Map No. 1672, recorded in Book 14 of Parcel Maps, Pages 111-112, Humboldt County Records.

EXCEPTING THEREFROM as easement over the Northerly 10 feet of said Parcel 5 for public access and passive recreational use in favor of the People of California as set forth in Irrevocable Offer of Dedication Public Access Easement and Declaration of Restrictions recorded March 27, 1985 in Book 1762 of Official Records, Page 1420, under Recorder’s Serial No. 5185, Humboldt County Records.
Attachment No. 1
Property Description
Accessor’s Parcel No. 001-054-047

All that real property situate in the City of Eureka, County of Humboldt, State of California, as
described as follows:

Being all of Parcel B as shown in a Record of Survey recorded in Book 61, Pages 83 – 84, save
and except that portion of Parcel B, described as follows:

BEGINNING at the Northwest corner of said Parcel B;

Thence North 81 degrees 28 minutes 50 seconds East, along the Northerly line of said
Parcel B, a distance of 129.37 feet;

thence South 10 degrees 46 minutes 00 seconds East, a distance of 57.07 feet;
thence South 34 degrees 14 minutes 00 seconds West, a distance of 138.19 feet;
thence South 79 degrees 14 minutes 00 seconds West, a distance of 31.56 feet to a point
on the Easterly right-of-way line of C Street;
thence North 10 degrees 46 minutes 00 seconds West along the Easterly right-of-way line
of said C Street, a distance of 159.86 feet to the point of beginning.
Attachment No. 1
Property Description
Assessor's Parcel No. 001-054-013

All that real property situate in the City of Eureka, County of Humboldt, State of California located in the Northwest One-Quarter of Section 33, Township 5 North, Range 12 West, Humboldt Base and Meridian, described as:

Being all of Parcel "E" as shown in a Record of Survey recorded as Book 61 of Surveys, Pages 83-84, Humboldt County Records.
Attachment No. 1
Property Description
Assessor’s Parcel No. 001-054-045

All that real property situate in the City of Eureka, County of Humboldt, State of California located in the Northwest One-Quarter of Section 22, Township 5 North, Range 12 West, Humboldt Base and Meridian, described as:

Being all of Parcel “D” as shown in a Record of Survey recorded as Book 61 of Surveys, Pages 83-84, Humboldt County Records.
Attachment No. 1
Property Description
Assessor's Parcel No: 001-011-021

All that real property situated in the City of Eureka, County of Humboldt, State of California more particularly described as follows:

Being a portion of the lands conveyed to the Eureka Redevelopment Agency by Grant Deed recorded December 13, 1996 as Instrument Number 1996-28269-13, Official Records, at the office of the Humboldt County Recorder, and a portion of the lands conveyed to the Eureka Redevelopment Agency by Grant Deed recorded August 8, 1997 as Instrument Number 1997-19090-3, Official Records, at the office of the Humboldt County Recorder, and being more particularly described as follows:

BEGINNING at the Southeastern corner of the lands described in said Instrument Number 1997-19090-3;

THENCE from said Point of Beginning, along the Southerly boundary of the lands described in said Instrument Number 1997-19090-3, South 79° 14' 00" West, a distance of 113.50 feet, more or less, to a point that bears North 79° 14' 00" East, a distance of 66.50 feet from the Westerly corner of the lands described in said Instrument Number 1997-19090-3;

THENCE leaving said Southerly boundary, North 10° 46' 00" West, a distance of 54.04 feet;

THENCE North 71° 25' 26" East, a distance of 114.56 feet, more or less, to the Easterly boundary of the lands described in said Instrument Number 1997-19090-3;

THENCE along said Easterly boundary, South 10°46'00" East, a distance of 69.60 feet, more or less, to the POINT OF BEGINNING.

The above described parcel of land contains 7,017 square feet of land, more or less.