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

DATE: April 23, 2015
TIME: Executive Closed Session - CANCELLED
6:00 p.m. Regular Session
PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order Regular Session at 6:00 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: None
5. Communications and Reports
   a. Executive Directors Report
   b. Staff Reports
   c. District Counsel, District Planner and District Treasurer Reports
   d. Commissioner and Committee Reports
   e. Other
      • Albert Lemus – Lowes Enterprises
6. Non Agenda
7. Unfinished Business
8. New Business
   a. Consideration of adoption of Protocols for “Post-Review” and Inadvertent Archaeological Discoveries for Ground Disturbing Project Permits, Leases or Franchises Issued by the Humboldt Bay Harbor, Recreation and Conservation District.
   c. Consideration of Approval of Permit and Agreement to Operate a Bed and Breakfast Business with R. Charles (Doby) and Kim Class dba First Class.
   d. FY2015/16 Budget Workshop
9. Administrative and Emergency Permits
10. Adjournment
PROTOCOLS FOR INADVERTENT ARCHAEOLOGICAL DISCOVERIES
FOR GROUND DISTURBING PROJECT PERMITS, LEASES AND FRANCHISES
ISSUED BY THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION
DISTRICT, HUMBOLDT BAY, CALIFORNIA

April 22, 2015

Background

Humboldt Bay is the ancestral heartland of the Wiyot Indians, whose native language is affiliated with the Algonquian language family and who had occupied the bay area for at least 2000 years by the time the first recorded European maritime explorers entered the Bay in 1806 and the first American towns were established in 1850. There are hundreds of known and undiscovered archaeological sites around Humboldt Bay that evidence Wiyot history and prehistory. Today, citizens of Wiyot ancestry are affiliated with three federally-recognized tribes located in the ancestral homeland: Blue Lake Rancheria; Bear River Band of the Rohnerville Rancheria; and the Wiyot Tribe at Table Bluff Reservation.

Applicable Laws

A number of State and Federal historic preservation laws, regulations and policies address the need to manage potentially significant and/or sensitive (e.g., human remains) archaeological and Native American resources identified during advance project or permit review or discovered inadvertently.

- California Environmental Quality Act (CEQA) – Requires analysis by the Lead Agency under CEQA, to determine if a proposed project will cause a significant impact to “historical resources” including archaeological and Native American sites. Project approval may be conditional, for example, avoidance or mitigation (data recovery) of known archaeological resources, monitoring of ground disturbing activities in identified sensitive areas by local Tribal Representatives and/or professional archaeologists, and implementation of protocols for inadvertent archaeological discoveries.

- Section 106 of the National Historic Preservation Act (NHPA) – Requires analysis by the Lead Federal Agency and consultation with the California State Historic Preservation Officer (SHPO), Advisory Council on Historic Preservation (AHP), culturally affiliated Native American Tribes, and others, as appropriate, to “resolve adverse effects” on “historic properties” including archaeological and Native American sites. Section 106 is the key Federal historic preservation law, and final approval of the undertaking may be conditional as specified in a legally binding Agreement among the parties.

Several laws and their implementing regulations spell out evaluation criteria to determine what constitutes a significant ‘site’ or a significant ‘discovery’:
California Register of Historical Resources criteria (California Code of Regulations, Title 14, Chapter 3, Section 15064.5), for archaeological and Native American resources qualifying for consideration under CEQA;

National Register of Historic Places criteria (36 CFR 63), qualifying for consideration under Section 106 review and NEPA;

State laws call for specific procedures and timelines to be followed in cases when human remains are discovered on private or non-Federal public land in California. It includes penalties (felony) for violating the rules for reporting discoveries, or for possessing or receiving Native American remains or grave goods:

Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the Public Resources Code (PRC) outline requirements for handling inadvertent discoveries of human remains, including those determined to be Native American with or without associated grave goods, found on private or non-Federal public lands. PRC 5097.99 (as amended by SB 447) specifies penalties for illegally possessing or obtaining Native American remains or associated grave goods.

Another California law imposes strong civil penalties for maliciously digging, destroying or defacing a California Indian cultural or sacred site:

California Native American Historic Resource Protection Act of 2002 (SB 1816, adding Chapter 1.76 to Division 5 of the PRC), imposes civil penalties including imprisonment and fines up to $50,000 per violation, for persons who unlawfully and maliciously excavate upon, remove, destroy, injure, or deface a Native American historic, cultural, or sacred site that is listed or may be listed in the California Register of Historic Resources.

Standard Mitigation Language for CEQA Initial Studies

The following language may be employed by the Humboldt Bay Harbor, Recreation and Conservation District (Harbor District) when cultural resources screening (e.g., comment by Wiyot area Tribal Historic Preservation Officers (THPOs), formal record searches, current cultural resources studies) indicates a particular permit, leasehold or franchise area under its jurisdiction does not have known archaeological sites, however, unknown buried artifacts and archaeological deposits may exist and be impacted by the proposed action.

CR-1 Should an archaeological resource be inadvertently discovered during ground-disturbing activities, the Tribal Historic Preservation Officers (THPO) appointed by the Blue Lake Rancheria, Bear River Band of Rohnerville Rancheria and Wiyot Tribe shall be immediately notified and a qualified archaeologist with local experience retained to consult with the Harbor District, the three THPOs, the Permitee and other applicable regulatory agencies to employ best practices for assessing the significance of the find, developing and implementing a mitigation plan if avoidance is not feasible, and reporting in accordance with the Harbor District’s Standard Operating Procedures (SOP, below).
CR-2  Should human remains be inadvertently discovered during ground-disturbing activities, work at the discovery locale shall be halted immediately, the Harbor District and County Coroner contacted, and the Harbor District’s SOP shall be followed, consistent with state law.

**Standard Operating Procedures**

The following standard operating procedures for addressing inadvertent archaeological discoveries shall apply to all phases and aspects of work carried out under the authority of the Harbor District for those parties that obtain a permit, lease or franchise for projects that involve ground-disturbing activities within its jurisdiction. It shall apply as well to the Harbor District’s activities involving ground disturbances. In all cases, these SOPs shall apply to their respective employees, officers and agents, including contractors whose activities may potentially expose and impact significant or sensitive resources.

The intent is to avoid or minimize direct or indirect impacts to significant archaeological or Native American discoveries that may qualify for inclusion in the California Register of Historical Resources and/or the National Register of Historic Places.

These Protocols are intended to serve as standard guidelines to the Harbor District for compliance with CEQA and NHPA Section 106 requirements for considering inadvertent archaeological discoveries.

**Responsibility for Retaining Services of As-Needed Professional Archaeologist**

If an inadvertent discovery of archaeological resources, human remains and/or grave goods occurs, the Harbor District or those parties that obtain a permit, lease or franchise shall be responsible for retaining as-needed services of a qualified Archaeologist, meaning the individual meets the Secretary of the Interior’s Professional Standards for an Archaeological Principal Investigator and/or is listed as Registered Professional Archaeologist (see website at www.rpanet.org). The professional will provide as-needed services to conduct rapid assessments of potentially significant archaeological finds discovered during the Project implementation.

**Designated Points of Contact (POC) for Notification of Discoveries**

The Harbor District, those entities that obtain a permit, lease or franchise from the Harbor District, their construction contractor(s), and other applicable local, state or federal agencies shall each designate a representative who shall act as its official Point of Contact (POC) and who shall be notified immediately upon the inadvertent discovery of an archaeological find or the inadvertent discovery of human remains and/or grave goods during Project implementation.

The federally-recognized Blue Lake Rancheria, Bear River Band of the Rohnerville Rancheria and Wiyot Tribe each has citizens that recognize Wiyot ancestry. Each Tribe’s appointed Tribal Historic Preservation Officer (THPO) is designated as the POC (below) and shall be immediately notified by the Harbor District’s POC should an archaeological site (with or without human remains) be inadvertently discovered. The Harbor District POC is also listed below.
Designated Tribal and Harbor District Points-of-Contact (*as of 4/15/15)

<table>
<thead>
<tr>
<th>Tribe</th>
<th>Address</th>
<th>Office Telephone</th>
<th>Cultural Staff*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Lake Rancheria</td>
<td>428 Chartin Road, P.O. Box 428</td>
<td>(707) 668-5101 x1037, Fax (707) 688-4272, Cell (530) 623-0663</td>
<td>Janet Eidsness, THPO</td>
</tr>
<tr>
<td>Bear River Band of the Rohnerville Rancheria</td>
<td>266 Keisner Road, Loleta, CA 95551</td>
<td>(707) 733-1900 x233, Fax (707) 733-1972, Cell (707) 502-5233</td>
<td>Erika Cooper, THPO</td>
</tr>
<tr>
<td>Wiyot Tribe</td>
<td>1000 Wiyot Drive, Loleta, CA 95551</td>
<td>(707) 733-5055, Fax (707) 733-5601, Cell (406) 850-2220</td>
<td>Tom Torma, THPO</td>
</tr>
<tr>
<td>Harbor District</td>
<td>601 Startare Drive, Eureka, CA 95501</td>
<td>(707) 443-0801, Fax (707) 443-0800, Cell (707) 496-2088</td>
<td>Adam Wagschal, Deputy Director</td>
</tr>
</tbody>
</table>

Interested Tribal Representatives shall be invited to inspect a discovery site and meet with the Harbor District’s and other applicable delegated POCs and Consulting Professional Archaeologist, as appropriate, to make a rapid assessment of the potential significance of a find and participate in the development and implementation of a Treatment Plan, as appropriate.

Note: In the event that Native American skeletal remains are discovered, State law specifies that the “Most Likely Descendant (MLD)” appointed by the NAHC has the authority to make recommendations for the final treatment and disposition of said remains and associated grave goods – see below.

A. SOP for Inadvertent Archaeological Discovery (General)

1. Ground-disturbing activities shall be immediately stopped if potentially significant historic or archaeological materials are discovered. Examples include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, groundstone mortars and pestles), culturally altered ash-stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials, and historic structure remains such as stone-lined building foundations, wells or privy pits. Ground-disturbing project activities may continue in other areas that are outside the discovery locale.

2. An “exclusion zone” where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the Contractor Foreman or authorized representative, or party who made the discovery and initiated these SOP.

3. The discovery locale shall be secured (e.g., 24-hour surveillance) as directed by the Harbor District if considered prudent to avoid further disturbances.
4. The Contractor Foreman or authorized representative, or party who made the discovery and initiated these SOP, shall be responsible for immediately contacting by telephone the parties listed below to report the find:
   (a) the Harbor District’s authorized POC and
   (b) the Applicant’s (District’s permittee, lease or franchise holder) authorized POC, and it’s General Contractor’s POC if applicable.

5. Upon learning about a discovery, the Harbor District’s POC shall be responsible for immediately contacting by telephone the POCs listed below to initiate the consultation process for its treatment and disposition:
   (a) THPOs with Blue Lake Rancheria, Bear River Band and Wiyot Tribe; and
       Other applicable agencies involved in Project permitting (e.g., US Army Corps of
       Engineers, US Fish & Wildlife Service, California Department of Fish & Wildlife,
       etc.).

6. Ground-disturbing project work at the find locality shall be suspended temporarily while Harbor District, the three THPOs, consulting archaeologist and other applicable parties consult about appropriate treatment and disposition of the find. Ideally, a Treatment Plan will be developed within three working days of discovery notification. Where the project can be modified to avoid disturbing the find (e.g., through project redesign), this may be the preferred option. Should Native American remains be encountered, the provisions of State laws shall apply (see below). The Treatment Plan shall reference appropriate laws and include provisions for analyses, reporting, and final disposition of data recovery documentation and any collected artifacts or other archaeological constituents. Ideally, the field phase of the Treatment Plan may be accomplished within five (5) days after its approval, however, circumstances may require longer periods for data recovery.

7. The Harbor District’s officers, employees and agents, including contractors, permittees, holders of leases or franchises, and applicable property owners shall be obligated to protect significant cultural resource discoveries and may be subject to prosecution if applicable State or Federal laws are violated. In no event shall unauthorized persons collect artifacts.

8. Any and all inadvertent discoveries shall be considered strictly confidential, with information about their location and nature being disclosed only to those with a need to know. The Harbor District’s authorized representative shall be responsible for coordinating with any requests by or contacts to the media about a discovery.

9. These SOPs shall be communicated to the field work force (including contractors, employees, officers and agents) of those entities that obtain a permit, lease or franchise from the Harbor District, and such communications may be made and documented at weekly tailgate safety briefings.

10. Ground-disturbing work at a discovery locale may not be resumed until authorized in writing by the Harbor District.
11. In cases where a known or suspected Native American burial or human remains are uncovered:
   (a) The following contacts shall be notified immediately: Humboldt County Coroner (707-445-7242) and the property owner of the discovery site, and
   (b) The SOP for Inadvertent Discovery of Native American Remains and Grave Goods (B below) shall be followed.

B. SOP for Inadvertent Discovery of Native American Remains and Grave Goods

In the event that known or suspected Native American remains are encountered, the above procedures of SOP paragraph A for Inadvertent Archaeological Discovery (General) shall be followed, as well as:

1. If human remains are encountered, they shall be treated with dignity and respect. Discovery of Native American remains is a very sensitive issue and serious concern of affiliated Native Americans. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs and around artifacts shall be upheld.

2. Violators of Section 7050.5 of the California Health and Safety Code may be subject to prosecution to the full extent of applicable law (felony offense).

In addition, the provisions of California law (Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code) will be followed:

1. The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission (NAHC) in Sacramento at (916) 653-4082.

2. The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD) of the deceased Native American. (Note: NAHC policy holds that the Native American Monitor will not be designated the MLD.)

3. Within 48 hours of their notification by the NAHC, the MLD will be granted permission by the property owner of the discovery locale to inspect the discovery site if they so choose.

4. Within 48 hours of their notification by the NAHC, the MLD may recommend to the owner of the property (discovery site) the means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses (if any) recommended by the MLD may be considered and carried out.
5. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the property owner rejects the recommendation of the MLD and mediation between the parties by NAHC fails to provide measures acceptable to the property owner, he/she shall cause the re-burial of the human remains and associated grave offerings with appropriate dignity on the property in a location not subject to further subsurface disturbance.

C. SOP for Documenting Inadvertent Archaeological Discoveries

1. The Contractor Foreman or authorized representative, or party who made the discovery and initiated these SOP, shall make written notes available to the Harbor District describing: the circumstances, date, time, location and nature of the discovery; date and time each POC was informed about the discovery; and when and how security measures were implemented.

2. The Harbor District POC shall prepare or authorize the preparation of a summary report which shall include: the time and nature of the discovery; who and when parties were notified; outcome of consultations with appropriate agencies and Native American representatives; how, when and by whom the approved Treatment Plan was carried out; and final disposition of any collected archaeological specimens.

3. The Contractor Foreman or authorized representative shall record how the discovery downtime affected the immediate and near-term contracted work schedule, for purposes of negotiating contract changes where applicable.

4. If applicable, Monitoring Archaeologists and Tribal Representatives shall maintain daily fieldnotes, and upon completion, submit a written report to the Harbor District and the three Wiyot area THPOs.

5. Treatment Plans and corresponding Data Recovery Reports shall be authored by professionals who meet the Federal criteria for Principal Investigator Archaeologist and reference the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-44737).

6. Final disposition of all collected archaeological materials shall be documented in the final Data Recovery Report and its disposition decided in consultation with Tribal representatives.

7. Final Data Recovery Reports along with updated confidential, standard California site record forms (DPR 523 series) shall be filed at the Northwest Information Center of the California Historical Resources Information System and the Harbor District, with report copies provided to the three Wiyot area THPOs.

8. Confidential information concerning the discovery location, treatment and final disposition of Native American remains shall be prepared by the THPOs and forwarded to the Sacred Sites Inventory maintained by the NAHC.
RESOLUTION NO. 2015-04

A RESOLUTION ESTABLISHING A FORMALIZED PROCESS FOR THE WOODLEY ISLAND MARINA MOORAGE WAIT LIST

WHEREAS, the Humboldt Bay Harbor District maintains a wait list for moorage in the Woodley Island Marina; and

WHEREAS, the Commission wishes to formalize and improve the wait list process.

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

1) Purpose: The purpose of the wait list (List) is to allow individuals interested in securing moorage ("Entrants") an opportunity to enter their name on a master list and allow Entrants that have waited the longest the first opportunity to obtain qualifying permanent moorage. As vacant moorage is filled, Entrants will rise on the List. New Entrants will be entered at the bottom of the List.

2) Application: Individuals may apply for placement on the List at any time. An application form and deposit must be received prior to being considered eligible for mooring consideration.

3) Good Standing: To be placed on the List, individuals must be in good standing with the District, having historically abided by District rules and regulations. Additionally, any District fines or fees that have been incurred must be paid to date.

4) Application Form: No more than one vessel shall be identified on an individual application form. Entrants will be placed on the List in the order in which the forms are received. Forms shall include the name, address, telephone number(s) and e-mail of the Entrant, the vessel's name, home port, official state registration number, overall length, breadth and draft; or if Entrant does not currently own a vessel, the proposed dimensions of the vessel to be acquired. Based on the information in the application form, staff will tentatively assign appropriately sized moorage spaces to the vessel. Entrants are advised to verify the accuracy of vessel information since inaccurate information could jeopardize the entrant's position.

5) Deposit: A nonrefundable and non-interest-bearing deposit of $100 will be required to apply for placement on the List. The deposit shall be applied against the applicant's permanent moorage payment upon receiving a fully executed agreement for moorage.
6) **Annual Renewal:** Entrants shall be billed a $25 renewal fee annually to keep their position on the List. Entrants failing to submit the renewal fee within 60 days after the billing will be removed from the List and forfeit their deposit. No consideration for previous involvement on List shall be allowed. The annual renewal fee shall not be applied against the applicant’s permanent moorage payment upon receiving a fully executed agreement for moorage.

7) **Changes:** Entrants shall promptly notify District staff of any changes in the information set forth on their application form, including vessel dimensions or contact information. Changes in vessel dimensions could result in a change of eligibility.

8) **Moorage Availability:** Slips shall be assigned according to vessel size and List position.

9) **Notice:** When moorage becomes available, District staff will consult the List and alert Entrants with a possibility of obtaining moorage. Entrants must respond via phone, mail or email within 120 hours of staff contact or Entrants will be removed from the List. Successful Entrants shall submit a signed agreement and full payment (minus deposit) within 20 days after being alerted by District staff of the possibility of obtaining moorage or will be removed from the List. Entrants who refuse the option of obtaining permanent moorage may be moved to the bottom of the List or removed from the List with their deposit forfeited.

10) **List Position Transferrable:** Entry on the List is for a specific individual and is not transferable.

11) **Availability of Information about Entrants:** Entrant name and preferred boat size is considered public information and may be posted.

12) **Upgrading:** This policy does not apply to current moorage holders wishing to upgrade. District staff shall ensure that current moorage holders are upgraded before the List is consulted.

13) **Current Entities on List:** Entities currently on the List will maintain their current List position, subject to completion of the application form and payment of the deposit described above. Failure to complete the application form and pay the deposit within 30 days of being contacted by the District will result in removal from the List.
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 23rd day of April 2015, by the following polled vote:

AYES:

NOES:

ABSENT:


RICHARD MARKS, President
Board of Commissioners

ATTEST:

GREG DALE, 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. 2015-04 entitled,

A RESOLUTION ESTABLISHING A FORMALIZED PROCESS FOR THE WOODLEY ISLAND MARINA MOORAGE WAIT LIST

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 23rd day of April 2015; 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 23rd day of April 2015.

______________________________
GREG DALE, Secretary
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE A BED AND BREAKFAST BUSINESS

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

PERMITTEE:
R. Charles (Doby) and Kim Class
dba FIRST CLASS
1578 10th Street
Arcata, CA 95521

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and R. Charles (Doby) and Kim Class, dba FIRST CLASS hereinafter referred to as "R. Charles (Doby) and Kim Class."

WHEREAS, R. Charles (Doby) and Kim Class will be the Lessees of Slip Number 01, Float G, at the Woodley Island Marina for the sailing vessel OBSESSION, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about April 14, 2015, R. Charles (Doby) and Kim Class made a written application to the District for a Permit from the District to operate the business FIRST CLASS on the sailing vessel OBSESSION moored at Slip Number 01 Float G at the Woodley Island Marina; and

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

2015 FIRST CLASS
Page 1 of 7
AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of R. Charles (Doby) and Kim Class:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit R. Charles (Doby) and Kim Class, FIRST CLASS, to operate the business FIRST CLASS for the purpose of a Bed and Breakfast at the Woodley Island Marina. The Bed and Breakfast shall consist primarily of overnight accommodations and may include sailing excursions. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while R. Charles (Doby) and Kim Class operates the business of a Bed and Breakfasts from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for one (1) year commencing April 14, 2015 and terminating on April 13, 2016. District or R. Charles (Doby) and Kim Class may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with R. Charles (Doby) and Kim Class with or without cause or reason by giving R. Charles (Doby) and Kim Class sixty (60) days written notice of termination and R. Charles (Doby) and Kim Class shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to R. Charles (Doby) and Kim Class, at 1578 10th Street, Arcata, CA 95521.

In the event R. Charles (Doby) and Kim Class are in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and R. Charles (Doby) and Kim Class’s Berthing Permit is terminated pursuant to
said Agreement, this Permit and Agreement to operate a *Bed and Breakfast* shall terminate forthwith on the date of termination of **R. Charles (Doby) and Kim Class**'s Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.

3. In addition to the monthly rental payable by **R. Charles (Doby) Class and Kim Class** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **R. Charles (Doby) and Kim Class** shall pay District the sum of Two hundred fifty dollars and no cents ($250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: April 14, 2015, **R. Charles (Doby) and Kim Class** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **R. Charles (Doby) and Kim Class** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **R. Charles (Doby) and Kim Class** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to April 14 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents ($1,000,000.00) per occurrence. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, **R. Charles (Doby) and Kim Class** shall forthwith cease and stop their *FIRST CLASS* business
at District's premises at the Woodley Island Marina and shall not resume
disburse until said liability insurance policy is fully reinstated and in full
force and effect.

5. **R. Charles (Doby) and Kim Class** shall, prior to commencing operation of
FIRST CLASS, obtain any and all necessary permits and licenses, if
applicable, including but not limited to City of Eureka business license and
United States Coast Guard vessel inspection. A United States Coast Guard
inspection shall be conducted annually.

6. **R. Charles (Doby) and Kim Class** agrees that neither the Humboldt Bay
Harbor, Recreation and Conservation District, nor its Board of
Commissioners, nor any Officer of the District shall be liable to any extent for
the injury or damages to any person or property or for the death of any
person arising out of or connected with **R. Charles (Doby) and Kim Class**,
and **R. Charles (Doby) and Kim Class** shall indemnify and hold harmless
District, its Commissioners, and Officers free and harmless from any liability
for any such injury, death or damages. In addition, **R. Charles (Doby) and
Kim Class** agrees to hold harmless, indemnify, and hold District non-
responsible for any of **R. Charles (Doby) and Kim Class**'s operations
according to the provisions of paragraphs 11, 13, and 19 of the Berthing
Permit and Rental Agreement for Woodley Island Marina, a copy of which is
attached hereto as Exhibit "A" and incorporated by reference as though set
forth in full.

7. **R. Charles (Doby) and Kim Class** at all times shall comply and shall obtain
compliance of Lessees' family, agents, employees, business visitors, and
invitees of all laws, ordinances, rules and regulations, including Ordinance
No.9, the Woodley Island Marina Rules and Regulations, and those of local,
state, and federal government.

8. **R. Charles (Doby) and Kim Class** at all times shall ensure that walkways
and finger piers are not obstructed in any manner. No tires, ropes, canvas,
or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any waste, fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave waste, dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **R. Charles (Doby) and Kim Class** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **R. Charles (Doby) and Kim Class** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **R. Charles (Doby) and Kim Class** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **R. Charles (Doby) and Kim Class** shall be null and void.

11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.

12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties
hereto; and all of the parties hereto shall be jointly and severally liable
hereunder.

13. Time is of the essence of this Permit and Agreement and of each and every
covenant, term, and condition, and provision hereof.

14. **R. Charles (Doby) and Kim Class** is hereby notified by the District that this
Permit and Agreement to Operate **FIRST CLASS** in conjunction with the
Berthing Permit and Rental Agreement for a vessel at the Woodley Island
Marina or property interests created herein, if any, may be subject to a
possessory interest tax or property taxation if created pursuant to Sections
107 to 108 of the California Revenue and Taxation Code and that **R. Charles (Doby) and Kim Class** and/or the party in whom the possessory
interest is vested may be subject to the payment of property taxes levied
upon such interests. **R. Charles (Doby) and Kim Class** agrees and
acknowledges that they have actual notice pursuant to Section 107.6 of the
California Revenue and Taxation Code and that **R. Charles (Doby) and Kim Class** may be required to pay a possessory interest tax as a result of this
Permit and Agreement to operate a Bed and Breakfast in conjunction with
the Berthing Permit and Rental Agreement for the vessel for Woodley Island
Marina. **R. Charles (Doby) and Kim Class** hereby acknowledge that they
have actual knowledge of the existence of a possessory interest tax and
have read the provision of Section 107 to 108 of the California Revenue and
Taxation Code. **R. Charles (Doby) and Kim Class** agrees to and shall pay
all possessory interest taxes levied by any governmental agency by reason
of this Permit and Agreement and their Berthing Permit and Rental
Agreement for their vessel, for Woodley Island Marina.
EXECUTED on, April 23, 2015, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

RICHARD MARKS, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

R. Charles (Doby) and Kim Class, dba, FIRST CLASS, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: 4/16/15, 2015

By
R. Charles (Doby) Class, Owner
FIRST CLASS

Dated: April 16, 2015

By
Kim Class, Owner
FIRST CLASS
Humboldt Bay Harbor,
Recreation and Conservation
District

**FY 2015/16 BUDGET BUDGET WORKSHOP**

<table>
<thead>
<tr>
<th></th>
<th>GENERAL</th>
<th>MARINA</th>
<th>TOTAL</th>
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<td><strong>EXCESS REVENUES</strong></td>
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<td><strong>OVER(UNDER)</strong></td>
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<td><strong>EXPENSES</strong></td>
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<td></td>
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<tr>
<td><strong>DEDUCT SINGLE-USE</strong></td>
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<tr>
<td><strong>REVENUES (WIM</strong></td>
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<tr>
<td><strong>Dredge Surchg/Float</strong></td>
<td>0</td>
<td>(175,100)</td>
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<tr>
<td><strong>Replace</strong></td>
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<td>(175,100)</td>
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<td><strong>TOTAL BUDGET</strong></td>
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<td><strong>BALANCE</strong></td>
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<td>Line #</td>
<td>Actual</td>
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<td>2014-15 Projected</td>
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</tr>
<tr>
<td></td>
<td>Audited</td>
<td>Budget</td>
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<td>R1</td>
<td>Tax Revenue</td>
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<td>R2</td>
<td>Sales &amp; Permits</td>
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<td>R3</td>
<td>Harbor Surchg</td>
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<td>R4</td>
<td>Pilotage Tariff</td>
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<td>Slip Rents</td>
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<td>Trans Rental</td>
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<td>WIM Electrical</td>
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<td>Berth 2</td>
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<td>Rents</td>
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<td>Tideland Leases</td>
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<td>Other Revenue</td>
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<td>R17</td>
<td>Gallonage</td>
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<td>Interest</td>
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<td>R19</td>
<td>Grant Revenue*</td>
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<td>R20</td>
<td>New Mkts Tax Credits</td>
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<td>R21</td>
<td>Coast Seafoods Loan</td>
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<td>R22</td>
<td>Brownfields Grant</td>
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<td>R23</td>
<td>TIGER Grant</td>
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<td>R24</td>
<td>CDB/EDA Grants</td>
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<td>TOTAL REVENUE</td>
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<td>12,876,997</td>
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* Grant Revenue to be determined
## OPERATING EXPENSES

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<thead>
<tr>
<th>Line #</th>
<th>2013-14 Actual</th>
<th>2014-15</th>
<th>2015-16 Proposed Budget</th>
<th>% of Total</th>
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<td></td>
<td>Audited</td>
<td>Budget</td>
<td>Projected</td>
<td>General</td>
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<td>Salaries/Wages</td>
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<td>Temp Srvcs</td>
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<td>Advert/Promo</td>
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<td>E7</td>
<td>Automotive</td>
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<td>Communications</td>
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<td>Conf/Mtgs</td>
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<td>Elect/Gov. Fees</td>
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<td>Oper Supplies</td>
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<td>E15</td>
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<td>E16</td>
<td>Legal Services</td>
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<td>E17</td>
<td>Acctg/Audit</td>
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<td>Maintenance</td>
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<td>Fields Landing</td>
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<td>E23</td>
<td>Shelter Cove</td>
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<td>27,036</td>
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<td>E24</td>
<td>King Salmon</td>
<td>2,021</td>
<td>35,000</td>
<td>3,000</td>
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<td>E25</td>
<td>Berth 1</td>
<td>2,021</td>
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<td>E26</td>
<td>Berth 2</td>
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<td>80,000</td>
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<td>E27</td>
<td>City Mctrlr Fees*</td>
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<td>E28</td>
<td>Interest/Fees</td>
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<td>E29</td>
<td>Grant Expense**</td>
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<td>457,844</td>
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**TOTAL OPERATING EXPENSES**

2,776,644  2,178,700  4,058,110  1,730,539  608,869  2,339,408  100.00%

*City Mctrlr Fees to be determined
**Grant Expenses to be determined
## NON-OPERATING EXPENSES

### CAPITAL EXPENDITURES

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<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>2013-14 Audited</th>
<th>2014-15 Budget</th>
<th>2015-16 Proposed Budget</th>
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<tr>
<td></td>
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<td>General</td>
<td>Marina</td>
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<td>NOE1</td>
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<td>Dredging Expenses</td>
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<td>NOE3</td>
<td>FL Boat Yard</td>
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<td>NOE7</td>
<td>Property Improvement</td>
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<td><strong>578,403</strong></td>
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### DEBT PAYMENTS

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<td>&amp;Deepening Loans</td>
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<td>NOE15</td>
<td>Forklift Loan Pmt</td>
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<td>NOE16</td>
<td>Coast Seafood Repay</td>
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<td>NOE17</td>
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<td><strong>TOTAL DEBT</strong></td>
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<td>1,617,676</td>
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*NMTC loan repay to be determined
NARRATIVE FOR FY 2015/16 BUDGET
(Changes from previous year are bolded)

REVENUE

R1 - Tax Revenue

Estimated income received from County of Humboldt - District’s portion of property taxes paid to County.

R2 - Sales and Permits

General - Estimated income from permit fees.
Marina - Estimated income from coin-operated showers, washers, and dryers, vending machines, ice machine, liveaboard inspection fees, charter service and other business permits and forklift fees. Permits for fish sales at marina - $250/year

R3 - Harbor Surcharge

Anticipated revenues to be generated by Harbor Improvement Surcharge.

R5 - Slip Rentals

Marina - Estimated income from the rental of slips at the Marina. 3% rate increase.

R6 - Transient Rentals

Marina - Estimated income from the rental of transient slips at the Marina. 3% rate increase.

R7 - WIM Maintenance Dredging Surcharge

Charge assessed toward future maintenance dredging of Woodley Island Marina. Revenue from this fee transferred directly to Woodley Island Marina Maintenance Dredge Cash Designation. 3% rate increase.

R8 - WIM Float Replace

Charge for all tenants/transients of Woodley Island Marina deposited into a fund designated specifically for dock/float replacement. Revenue from this fee will be transferred directly to Woodley Island Marina Float Replacement Cash Designation. 3% rate increase.

R9 - WIM Electrical

Revenue received from the metering of electrical use by Woodley Island Marina tenants.

R10 - Fields Landing

Revenue received from storage (boats and trailers) utilities, forklift, and equipment rentals, building space rent, and Travelift haul out fees and usage. A new revenue source is the lease for yard and building space to Zerlang & Zerlang Marine Services. Average 15% increase in rates.

R11 - Redwood Dock/Berth 1

Revenue received from building space rent/terminal lease/wharfage and dockage. Additional revenue for FY 2015/16 to be received from increased dock use/forklift fees, unloading live crab/eels, building lease (seafood company) and the installation of a fuel dock. Additional buildings used for storage of crab pots. New oyster tenant.

R12 - Redwood Terminal 2/Berth 2

Revenue estimated to be received from the tenants of this property: Taylor Mariculture, DG Power, Energistycs, Inc. and others. Also, $1,400,000 is estimated for the sale of surplus equipment from the upland property. $200,000 new leases.
R13 - Rents

Money to be received by the District for rents and concessions as follows: Café Marina Restaurant; Office Space; and work yard rent on Woodley Island. Additionally, a storage area on Woodley Island for trailers has been designated and will be available from May 1 – September 30. **Fish Market Lease revenue $10,000.**

R14 - Tideland Leases

Money to be received by the District for tidelands leases held throughout the Humboldt Bay area. **$130,000 new aquaculture leases.**

R15 - Late Fees and Interest on Delinquent Accounts

Late fees and interest collected on delinquent accounts.

R16 - Other Revenue

Revenue received from Coast Seafoods for gallonage fees as a condition of their tideland lease, Secretariat Services for Harbor Safety Committee, Chevron’s payment for the PORTS O&M costs, other government agencies and miscellaneous operating and non-operating revenue. Also monies anticipated to be received for support of fire boat operation and maintenance.

R17 - Interest

Interest earned by the District on monies presently deposited in the Humboldt County Treasury.

R18 - Grant Revenue

Monies received from grant-funded projects expected to be received in FY 2015/16: EDA planning grant for Redwood Terminal 2 and CDBG planning grant for Redwood Terminal 2.

R19 - Capital Expenditure Loan

Monies borrowed in FY 2012/13 to finance the dock electrical meters for Woodley Island Marina and in FY 2013/14 to finance the purchase of the forklift.

R20 - New Markets Tax Credits

Monies acquired for asset purchase and improvements.

R 21 – Borrowed Funds

No monies anticipated to be borrowed other than those funds already itemized in other line items of this budget.

R22 – Coast Seafoods Loan

Monies borrowed in FY 2014/15 from Coast Seafoods Company to pay for the trucking of the liquors from Redwood Terminal 2.

R23 – Brownfields Grant

Monies received for the cleanup of the Redwood Terminal 2 property.

R24 – TIGER Grant

Monies received for the planning and permitting pertaining to the Samoa Industrial Waterfront Transportation Access Plan.
EXPENSES

E1 - Salaries and Wages

Salaries and wages paid to Harbor District employees. Includes the addition of one (1) Harbor Maintenance Worker 1 and the negotiated increases for the District’s represented employees. 5% increase for management employees.

E2 - Commissioners Fees

Fees paid for the service of Commissioners on the Board.

E3 - Temporary Services

Expenses paid for additional temporary services as needed.

E4 - Payroll Burden

Payroll Burden consists of employer–paid taxes and employer–paid benefits and insurances provided for in the District’s Personnel Policy. The Employer Contribution Rate for PERS for FY 2015/16 is 8.003%, plus a lump sum $21,639 for PERS unfunded liability.

E5 – Auto Value – No expenses for FY 2015/16

E6 - Advertising and Promotion

General - Allocation for the printing of legal notices in the local newspapers required by laws and permit procedures of the State and the District. This line item also funds the printing and distribution of notices to inform the public of special interest items concerning the District’s meeting and projects. There is also an amount included for the publication and for additional port, Marina and District marketing and promotional materials.

Marina – Allocation for the printing of notices, newsletters, Marina advertisements etc. to inform the Marina tenants and/or the general public of items which may be of special interest to them.

E7 - Automotive Expense

Cost of maintaining and fueling the District’s automobiles, vessels, electric trucks, security vehicles, forklift, and other operating equipment.

E8 - Communications

Telephones and Cell Phones - This amount includes the costs for the FAX, modem, E-mail and Website hosting, offsite Web link, wifi and cell phones.

E9 - Conferences & Meetings

Approves travel expenses for attendance at the following up to the total budget amount: (4) CMANC conferences; (3) CAPA conferences; (1) California Maritime Leadership Symposium; (3) legislative trips to Sacramento and Washington DC; (1) CSDA training conference, (4) Pacific Coast Congress of Harbor Masters, (2) Northern Area Port Security meetings, (4) Conservation-related meetings; and (2) safety seminars in order to maintain discounted Workers Compensation premiums. Additional conferences or travel that would exceed the budget require individual approval by the Board.

E10 - Dues & Subscriptions

This category includes dues for membership in the following organizations: California Marine Affairs and Navigation Conference, California Association of Port Authorities, California Special District Association, Association of California Water Agencies, Pacific Coast Congress of Harbor Managers and Port Masters, California Association of Harbor Masters and Port Captains, Fishing News, Pacific Fishing, Costco and various other subscriptions. Dues/Subscription costs vary by a variety of factors and amounts shown are estimated. Dues and subscriptions expenses that would exceed the budget require individual approval by the Board.

E11 - Elections and Fees Paid to Other Governmental Entities

There are three Board seats slated for election for the District in FY 2015/16.
E12 - Insurance

The Special Districts Risk Management Authority (SDRMA) policy combines several of the individual property, liability, bonds and other miscellaneous policies into one, plus the Marina Operator's Liability policy. SDRMA reported there will be no increase in the base rate for Property/Liability and Workers Compensation policies for FY 2013/14. There will be a decrease in the Workers Comp experience modification from 129% to 108% for 2015/16. The CAPA excess insurance through AON Risk Services is still in order. The District's Fireboat and Port Security/Work boat are insured through Poseidon Insurance. Insurance for Redwood Terminal 2 is also included. Insurance expenses that would exceed the budget require individual approval by the Board of Commissioners.

E13 - Office Expense

Expenses include office supplies, postage and other expenses necessary for the operation of the office.

E14 - Operating Supplies

Expenses for janitorial supplies.


E16 - Legal Services

Fees paid to District Counsel Paul Brisso for work in connection with the Woodley Island Marina and to do District legal work to draw up ordinances, permits, agreements, leases etc. between the District and other agencies/entities, attend Commissioner meetings and all other general legal and litigation work needed by the District.

E17 - Accounting/Auditing Services

Fees paid for the services of District Treasurer Mark Wetzel for service in a controllership capacity, supervision of bookkeeping functions, statements and reports and monitoring all District cash transactions. Fees paid to independent accounting firm to perform the District's annual certified audit. Hunter, Hunter & Hunt is the contracted auditing firm for FY 2014/15.

E18 - District Planner Services

Fees paid for the services of District Planner George Williamson for service in all aspects of planning associated with District projects.

E19 - Professional/Outside Services

Excess Liability Insurance broker fees ($10,000) split between CAPA ports. Administrative Fee costs for BNY Mellon loan for Harbor Deepening Project. This account also includes funds for website revision, appraisal services, engineering and environmental consultant services required that have not been covered in any other category. Professional services will be hired to assist with Ordinance revisions, asset inventory, Personnel Policy revision, and dredging-related projects.

E20 - Utilities

Expenses for electricity, gas, water, sewer and refuse for the District office, Marina docks, lights, office spaces, and buildings. This expense will be offset by the revenue received through the installation of water and electrical meters.

E21 - Maintenance Expense

Estimated expenses for repairs and maintenance to Marina docks, light fixtures, compressor, miscellaneous equipment, facilities and roof repairs to the main building, as well as other District facilities. Also includes all tools less than $2,500 and annual maintenance agreements on office equipment.

E22 - Fields Landing Expense

This is to cover any expenses of the District for the repair and maintenance of the District's Fields Landing property including storm water filters, repairs to buildings and yard lighting. Also included are insurance, utilities, water, sewer, refuse, and telephone service.
E23 - Shelter Cove Expense

Expenses/miscellaneous items needed for the repair and maintenance of the District’s facilities at Shelter Cove (includes Insurance Expense). Also includes repairs to breakwater, roads, fencing and fish cleaning station.

E24 - King Salmon Expense

Estimated expenses for maintaining the King Salmon Beach area, including replacing signage and vegetation maintenance.

E25 - Redwood Marine Terminal/Berth 1 Expense

Estimated expenses for maintaining the Redwood Dock/Berth 1 property (planking, roadway upgrade, power).

E26 - Redwood Terminal 2/Berth 2 Expense

Estimated expenses for maintaining the Redwood Terminal 2/Berth 2 property, utilities and minor repairs.

E27 – Interest/Fee Expense

E28 - Grant Expense

Expenses associated with grant-funded projects expected to occur in FY 2015/16.

E29 – Equity Line Loan – No expenses in 2015/16

CAPITAL EXPENDITURES

NOE1 - Woodley Island Facility Improvement

Estimated expense for the purchase of replacement floats ($40,000), tenant restroom upgrades ($3,000), gangway gates ($3,000), improvements to work yard ($5,000), fence replacement ($10,000), floating dock for kayaks ($5,000) and fish market preparation ($20,000).

NOE2 - Woodley Island Marina Dredging

Estimated expenses in preparation of dredging the marina. $50,000 is estimated for dredge permitting and sediment sampling.

NOE3 - Fields Landing Boat Yard

Estimated expenses for capital improvements to the Fields Landing Boat Yard, including installation of a lower dock next to Travelift pier ($5,000), water and sewer to the Sea Scouts building ($5,000), cables and door repair ($20,000) and purchase of a backhoe ($25,000).

NOE4 – Redwood Marine Terminal Berth 1 Improvement

Estimated expenses required for power, lights and pump ($20,000), fencing ($10,000) and installation of a fuel dock ($75,000).

NOE5 - Harbor Improvement

Payments for harbor improvement projects such as channel deepening, shoreline protection, shoal abatement and navigation aid improvement. King Salmon Fisherman’s Channel dredging ($50,000), sea wall repair ($30,000) and designation of a Port Authority dock ($5,000).

NOE6 - Property Acquisition

None anticipated in FY 2015/16.
NOE7 - Property Improvement – Redwood Terminal 2

Expenses associated with the Redwood Terminal 2 property and paid from New Markets Tax Credits revenue, including but not limited to: new main electrical power ($500,000), domestic water ($1,000), industrial water and fire protection ($50,000), warehouse, shop and office roof, door and outside wall repairs/improvements ($2,100,000).

NOE8 - Recreational Enhancements

There are no anticipated capital expenditures expected for Shelter Cove for FY 2015/16.

NOE9 - Conservation Enhancements

Estimated expenses for capital improvements related to conservation enhancements at facilities other than Woodley Island.

NOE10 - Auto/Operating Equipment

There are no Auto/Operating Equipment capital expenditures expected for FY 2015/16.

NOE11 - Office Equipment

Estimated expenses for upgrading District computers and District website.

DEBT PAYMENTS

Cal Boating Loan & Deepening Loan Combined

In FY 2014/15, the Cal Boating Loans and the Deepening Loan were combined as a Bond refinance. The loans were originally incurred to build Woodley Island Marina and dry stack storage and to pay for the deepening of Humboldt Bay’s bar and entrance channel.

Electric Meter Loan Payments

Monthly payments on the Woodley Island Marina electric meter loan.

Forklift Loan Payments

Monthly payments on the Redwood Terminal 2 Forklift.

Coast Seafoods Repayment

Repayment of loan to Coast Seafoods for the trucking of the liquors from Redwood Terminal 2 to KapStone.

New Market Tax Credits Payment

Payment on the New Markets Tax Credit Loan.

CASH DESIGNATIONS

Woodley Island Facility Improvement

Funds set aside for major Marina and upland construction, rehabilitation, improvement or expansion projects.

Woodley Island Marina Dredging

Funds set aside annually to pay for maintenance dredging of Woodley Island Marina every 7-10 years.

Woodley Island Marina Float Replacement

Funds set aside annually to pay for marina float replacement.
Fields Landing Boat Yard

Funds set aside for future maintenance projects on the Boat Building and Repair Facility in Fields Landing such as future repaving of the yard.

Marine Terminal Improvements

Funds set aside for construction, rehabilitation, improvement or expansion projects at the Redwood Dock Marine Terminal (including Berths 1 & 2 and warehouses and upland dredge disposal site), and Fields Landing Terminal.

Harbor Improvements

Funds set aside for harbor improvement projects such as channel deepening, shoreline protection, shoal abatement and navigation aid improvement.

Recreational Enhancements

Funds set aside for recreational facility construction, rehabilitation, improvement or expansion projects including funds set aside for acquisition of additional recreational facilities and for planning expenses related to the Samoa Shops complex.

Conservation Enhancements

Funds set aside for the acquisition, construction, restoration, rehabilitation or expansion of conservation areas.

Mariculture Management Fund

Each year the District shall reserve 25% of the tideland revenue from mariculture operations on tidelands leased as a part of the District's mariculture expansion project. These funds are reserved for future expenses related to permitting and environmental compliance for mariculture activities on District tidelands.

Emergency

Funds available for expenses related to recovery from emergencies.