AGENDA (Amended April 23, 2018) MEETING OF THE BOARD OF COMMISSIONERS HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: April 26, 2018

TIME: Executive Closed Session – 6:00 PM 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 at 6:00 PM

- a. Move to Executive Closed Session:
 - 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 § 54956.8. 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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential new lease of District property at Fairhaven, Humboldt County, California that is subject to the current lease of June 25, 1965 between State of California as lessor and Crown Simpson Pulp Mill Co., currently occupied by successor tenant Sequoia Investments X,LLC., pursuant to California Government Code section 54956.8. District negotiators: Larry Oetker, Executive Director and Paul Brisso, District Counsel. Negotiating party: Sequoia X, LLC. Under negotiation: price and other consideration for lease and payment terms.
- 2. Adjourn Executive Closed Session
- 3. Call to Order Regular Session at 7:00 P.M. and Roll Call
- 4. Pledge of Allegiance
- 5. Report on Executive Closed Session

6. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three 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 regarding each item on the Agenda. Each speaker is limited to 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 or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commissioners or the Presiding Member of the Board of Commi

7. Consent Calendar

- a) Approval of Meeting Minutes for January 25, 2018 Regular Board Meeting
- b) Approval of Meeting Minutes for February 22, 2018 Regular Board Meeting
- c) Authorize purchase & installation of 12' wide by 14' tall cylinder type roll up door at RMT II for \$ 13,196.78
- d) Approval of Permit and Agreement to Operate a Charter Service Business with Steve Helton dba Judah Paul Sport Fishing.

Staff Recommendation: that the Board of Commissioners approve the consent calendar.

8. 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

Agenda for April 26, 2018 Regular Board Meeting

- e) Standing/Ad Hoc Committee Reports
- f) Other 1. Presentation by John Hummer, Director, Northern California Gateway Office, U.S. Department of Transportation Maritime Administration (MARAD).
 - 2. HSU Student Project Presentation Samoa Bayfront Properties Planning Project

9. Unfinished Business

a) FY 2018-19 District Budget Preparation – draft goals revenues and expenditures by programmatic activity

Staff Recommendation: receive staff presentation and comment on draft goals

Summary: The Executive Director is presenting the budget review to the full Board in a series of regular and special meetings prior to June adoption. The attached schedule includes presentation of draft goals, revenues and expenditures by programmatic activity for Redwood Marine Terminal I; Redwood Marine Terminal II; Fields Landing Boat Yard; and Shelter Cove at this meeting. The series of meeting would double as strategy sessions for the Board, Executive Director and District Staff to get a clear understanding of financials for each activity and what can reasonably be accomplished within financial means.

b) Fairhaven tidal property lease with Sequoia Investments X, LLC.

Staff Recommendation: Enter into new lease with Sequoia Investments X, LLC for the property in question.

Summary: In a lease predating the District's formation, the State of California entered into a lease of tidal property with Crown Simpson Pulp Company in June of 1965. The property consists of a total of approximately 7 acres in two different parcels in the Fairhaven area. The District is the successor as lessor and, following a series of assignments, Sequoia Investments X, LLC is the successor tenant. The proposed lease would run until May 1, 2035 with two additional options of 10 years each. Initial rent of \$3,000 per month is based on fair market rental value of tidal property plus additional consideration of tenant granting to the District a permanent easement over tenant's property adjacent to leased property, so that end of lease term District will continue to have access to property (which otherwise is landlocked). Rent has annual cost of living increase or minimum of two percent, whichever is less, and includes corporate guarantee by Sequoia Investment's parent company. All improvements on leased property have been constructed by prior tenants and belong to tenant. Tenant has responsibility of removing improvements, at District's discretion, at end of lease. Tenant also remains responsible for any environmental contamination, etc., if any by its predecessors in interest, retroactive to the 1965 lease date.

10. New Business

a) Consideration of extension for Permit No. 14-05 for Humboldt Bay Regional Invasive Spartina eradication and native salt marsh restoration.

Staff Recommendation: Approve Permit No. 14-05 extension for Humboldt Bay Regional Invasive Spartina eradication and native salt marsh restoration through December 18, 2024

Summary: The Harbor District and project partners continue invasive Spartina eradication efforts consistent with the Humboldt Bay Regional Spartina Eradication Plan and request that Permit 14-05 be extended through December 18, 2024. The project and all permit conditions and provisions remain unchanged. The mitigation measures described in the March 21, 2013 Final Programmatic Environmental Impact Report continue to be conditions of this permit by reference and remain in effect.

b) Consideration of Agreement with Chevron for Reimbursement of Services Related to the Operation and Maintenance of the Humboldt Bay Physical Oceanographic Real Time System (PORTS).

Staff Recommendation: Approve agreement with Chevron for Reimbursement of Services Related to the Operation and Maintenance of the Humboldt Bay Physical Oceanographic Real Time System (PORTS).

c) Authorize Executive Director to Execute a Contract with Trinity Valley Consulting Engineers Inc. for plotting and mapping existing facilities at RMT II.

Staff Recommendation: Authorize Executive Director to execute a contract with Trinity Valley Consulting Engineers Inc. for plotting and mapping existing facilities at RMT II.

11. Administrative and Emergency Permits - None

12. Adjournment

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

January 25, 2018

The Humboldt Bay Harbor, Recreation, and Conservation District met in regular session on the above date, 6:00 P.M. Closed Session, 7:00 P.M. Open Session, at the Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.

1) CLOSED SESSION - 6:00 P.M.

The Commission met in closed session to discuss the following items:

a. Conference with Legal Counsel—Existing Litigation: National Audubon Society, CA Waterfowl Association, Petitioners v. Humboldt Bay Harbor, Recreation and Conservation District, Respondent; Coast Seafoods Company, Real Party in Interest. Superior Court of California, County of Humboldt Case No. CV 170428 pursuant to Government Code section 54956.9.

2) ADJOURN EXECUTIVE CLOSED SESSION

3) OPEN SESSION – 7:00 P.M.

ROLL CALL: PRESENT:

MARKS DALE HIGGINS KULLMANN

ABSENT: DOSS

QUORUM: Yes

4) PLEDGE OF ALLEGIANCE

5) REPORT ON EXECUTIVE CLOSED SESSION

- a. Commissioner Dale recused himself. Nothing to report out on.
- 6) **PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters not on this meeting's agenda: Kent Sawatzky and Susan Penn.

7) CONSENT CALENDAR:

- a. Approve Agenda Modification to move item 11a "Accept the 2016-17 Independent Auditor's Report" immediately after the Consent Calendar
- b. Approval of Meeting Minutes for October 26, 2017 Regular Board Meeting
- c. Approval of Meeting Minutes for November 9, 2017 Special Board Meeting
- d. Approval of Meeting Minutes for December 7, 2017 Special Board Meeting
- e. Receive District Financial Reports for Period July 1, 2017 Through October 31, 2017
- f. Adopt Resolution Number 2018-01 Approving the Application for Grant Funds for The Environmental Enhancement and Mitigation (EEM) Program
- g. Authorize the Board President to sign a letter opposing any leases for offshore oil and gas exploration or drilling in the Pacific Region and specifically Northern California.
 - I. COMMISSIONER HIGGINS MOVED TO APPROVE OF THE CONSENT CALENDAR. COMMISSIONER KULLMANN SECONDED.
 - II. Chair Marks then opened up public comment on the item. Public commenters included: Kent Sawatzky. Chair Marks then moved the discussion back to the Commission.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: MARKS, KULLMANN, DALE, HIGGINS Noes: NONE Absent: DOSS Abstain: NONE

WITH THE APPROVAL OF THE CONSENT CALENDAR, AGENDA ITEM 11A WAS HEARD BEFORE AGENDA ITEM 8.

11a. ACCEPT THE 2016-17 INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED JUNE 30, 2017.

- I. COMMISSIONER HIGGINS MOVED TO ACCEPT THE 2016-17 INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED JUNE 30, 2017. COMMISSIONER KULLLMANN SECONDED THE MOTION.
- II. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky, Scott Frazier, and Susan Penn.

III. Chair Marks then moved the discussion back to the Commission. VOICE VOTE WAS CALLED, MOTION CARRIED. Ayes: MARKS, KULLMANN, DALE, HIGGINS Noes: NONE Absent: DOSS Abstain: NONE

8) COMMUNICATIONS AND REPORTS:

- a. District Counsel, District Planner, District Treasurer and District Engineer Reports
 - o Staff presented recent staff activities and projects.
 - 0

b. Staff Reports

- Staff presented recent staff activities and projects.
- c. Commissioner Reports
- d. Executive Director Report:
 - o Executive Director Larry Oetker presented Executive Director Report.

9) NON-AGENDA: NONE.

10) UNFINISHED BUSINESS:

- a. CONSIDERATION OF RESOLUTION NO. 2018-02 ESTABLISHING FINDINGS FOR AND ADOPTING AN INITIAL STUDY (IS)/MITIGATED NEGATIVE DECLARATION (MND) (SCH# 2017082048) PREPARED FOR THE CITY OF EUREKA'S PROPOSED ELK RIVER ESTUARY/INTERTIDAL WETLANDS ENHANCEMENT AND COASTAL ACCESS PROJECT (PERMIT APPLICATION 17–03).
 - I. COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION NO. 2018-02. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - II. District Planner George Williamson presented on the item.
 - III. The Commission discussed the item and asked questions.
 - IV. Chair Marks then opened up public comment on the item: No members of the public commented on the item.
 - V. Chair Marks then moved the discussion back to the Commission. ROLL CALL VOTE WAS CALLED, MOTION CARRIED. Ayes: MARKS, KULLMANN, DALE, HIGGINS Noes: NONE Absent: DOSS Abstain: NONE
- b. CONSIDERATION OF GRANTING TO THE CITY OF EUREKA PERMIT 2017-03, FOR THE ELK RIVER ESTUARY ENHANCEMENT AND COASTAL ACCESS PROJECT.
 - I. COMMISSIONER HIGGINS MOVED TO APPROVE PERMIT 2017-03. COMMISSIONER DALE SECONDED THE MOTION.
 - II. The Commission discussed the item.
 - III. Chair Marks then opened up public comment on the item: No members f the public commented on the item.
 - IV. Chair Marks then moved the discussion back to the Commission.

VOICE VOTE WAS CALLED, MOTION CARRIED. Ayes: MARKS, KULLMANN, DALE, HIGGINS Noes: NONE Absent: DOSS Abstain: NONE

- a. CONSIDERATION OF APPROVAL OF SETTLEMENT AGREEMENT OF EXISTING LITIGATION IN NATIONAL AUDUBON SOCIETY, CA WATERFOWL ASSOCIATION, PETITIONERS V. HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, RESPONDENT; COAST SEAFOODS COMPANY, REAL PARTY IN INTEREST. SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT CASE NO. CV 170428.
 - I. Commissioner Dale recused himself
 - II. District Counsel Paul Brisso presented information on the item.
 - III. COMMISSIONER HIGGINS MOVED TO APPROVE THE SETTLEMENT AGREEMENT OF EXISTING LITIGATION CASE NO. CV 170428. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - IV. The Commission discussed the item.
 - V. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky.
 - VI. Chair Marks then moved the discussion back to the Commission. VOICE VOTE WAS CALLED, MOTION CARRIED. Ayes: MARKS, KULLMANN, HIGGINS

Noes: NONE Absent: DOSS Abstain: DALE

11) NEW BUSINESS:

- a. Item heard above before staff reports.
- b. ELECTION OF BOARD PRESIDENT, VICE PRESIDENT, AND TREASURER/SECRETARY
 - I. District Staff member Alan Bobillot presented the item.
 - II. COMMISSIONER HIGGINS MOVED TO NOMINATE COMMISSIONER MARKS AS PRESIDENT OF THE BOARD, COMMISSIONER DALE AS VICE PRESIDENT OF THE BOARD, AND HIMSELF AS TREASURER. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - III. The Commission discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky.

V. Chair Marks then moved the discussion back to the Commission. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT. Ayes: MARKS, KULLMANN, DALE, HIGGINS Noes: NONE Absent: DOSS Abstain: NONE

12) ADMINISTRATIVE AND EMERGENCY PERMITS:

a. NONE.

13) ADJOUNRMENT

APPROVED BY

Patrick Higgins Secretary **RECORDED BY:**

George Williamson District Planner

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

February 22, 2018

The Humboldt Bay Harbor, Recreation, and Conservation District met in regular session on the above date, 6:00 P.M. Closed Session, 7:00 P.M. Open Session, at the Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.

1) CLOSED SESSION - 6:00 P.M.

The Commission met in closed session to discuss the following items:

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 section 54956.8. District negotiators: Larry Oetker, Executive Director and Paul Brisso, District Counsel. Negotiating party: Tony Miller, Shelter Cove, CA. Under negotiation: price and terms of payment.

2) ADJOURN EXECUTIVE CLOSED SESSION

3) OPEN SESSION – 7:00 P.M. ROLL CALL: PRESENT: MARKS

MARKS DALE DOSS KULLMANN

ABSENT: HIGGINS

QUORUM: Yes

4) PLEDGE OF ALLEGIANCE

5) REPORT ON EXECUTIVE CLOSED SESSION

a. Nothing to action report out on.

6) **PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters not on this meeting's agenda: No members of the public commented.

7) CONSENT CALENDAR:

- a) Approval of Permit and Agreement Renewal to Operate a Charter Service with Marc Schmidt, DBA Coastline Charters.
- b) Approval of Permit and Agreement Renewal to Operate a Charter Service with Michael Stratman, DBA Redwood Coast Fishing.
 - I. COMMISSIONER DALE MOVED TO APPROVE OF THE CONSENT CALENDAR. COMMISSIONER DOSS SECONDED.
 - II. Chair Marks then opened up public comment on the item. Public commenters included: No members of the public commented.

III. Chair Marks then moved the discussion back to the Commission. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT. Ayes: MARKS, KULLMANN, DALE, DOSS Noes: NONE Absent: HIGGINS Abstain: NONE

8) COMMUNICATIONS AND REPORTS:

a. Staff Reports

- Staff presented recent staff activities and projects.
- b. District Counsel, District Planner, District Treasurer and District Engineer Reports

 Staff presented recent staff activities and projects.
- c. Commissioner Reports
- d. Standing/Ad Hoc Committee Reports

Draft Minutes Regular Meeting of the Board of Commissioners Humboldt Bay Harbor, Recreation, and Conservation District February 22, 2018

e. Executive Director Report:

o Executive Director Larry Oetker presented Executive Director Report.

9) NON-AGENDA: NONE.

10) UNFINISHED BUSINESS:

- a. CONSIDERATION OF RENEWAL OF SIERRA PACIFIC INDUSTRIES DOCK PERMIT NO. 14-04 FOR MAINTENANCE DREDGING.
 - I. COMMISSIONER DOSS MOVED TO RENEW THE SIERRA PACIFIC INDUSTRIES DOCK PERMIT NO. 14-04 FOR MAINTENANCE DREDGING UNTIL DECEMBER 30, 2020. COMMISSIONER DALE SECONDED.
 - II. Chair Marks then opened up public comment on the item: No members of the public commented.
 - III. Chair Marks then moved the discussion back to the Commission. VOICE VOTE WAS CALLED, MOTION CARRIED. Ayes: MARKS, KULLMANN, DALE, DOSS Noes: NONE Absent: HIGGINS Abstain: NONE

11) NEW BUSINESS:

- a. CONSIDERATION OF RESOLUTION NO. 2018-03, A RESOLUTION DESIGNATING BUSINESS MATTERS, APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2018.
 - I. Executive Director Larry Oetker requested a couple of changes be made to the resolution prior to the Commission considering the item they are as follows:
 - 1. First part, under "be it resolved that", change "fiscal year" to "calendar year"
 - 2. Under the Financial section, item 5, add "Larry Oetker" after Executive Director title.
 - 3. Under 9b. Strike Attachment A language and add in its place- "accounts and remote deposit services" BBVA Remote Compass Bank.
 - 4. Remove Attachment A.
 - II. COMMISSIONER DOSS MOVED TO ADOPT RESOLUTION NO. 2018-03 WITH THE AFOREMENTIONED CHANGES REQUESTED BY THE EXECUTIVE DIRECTOR. COMMISSIONER DALE SECONDED THE MOTION.
 - III. The Commission discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Unnamed public commenter.
 - V. Chair Marks then moved the discussion back to the Commission. ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT. Ayes: MARKS, KULLMANN, DOSS, DALE Noes: NONE Absent: HIGGINS Abstain: NONE
- b. RECEIVE A REPORT REGARDING THE STATUS OF THE DISTRICT'S EFFORTS TO MARKET HUMBOLDT BAY AND AUTHORIZE THE EXPENDITURE OF FUNDS TO ACQUIRE A GANGWAY.
 - I. Staff member Tim Petrusha and Executive Director Larry Oetker presented the item.
 - II. The Commission discussed the item.
 - III. COMMISSIONER DALE MOVED TO AUTHORIZE THE EXPENDITURE OF \$15,000 PLUS CONTINGENCIES, TO ACQUIRE A GANGWAY. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - IV. The Commission further discussed the item.
 - V. Chair Marks then opened up public comment on the item: Public commenters included: Terry, unnamed last name.
 - VI. Chair Marks then moved the discussion back to the Commission.
 VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 Ayes: MARKS, KULLMANN, DOSS, DALE
 Noes: NONE

Draft Minutes Regular Meeting of the Board of Commissioners Humboldt Bay Harbor, Recreation, and Conservation District February 22, 2018

> Absent: HIGGINS Abstain: NONE

- c. AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THOMAS GAST & ASSOCIATES ENVIRONMENTAL CONSULTANTS TO DEVELOP DREDGING BMPS FOR BOTH FISHERMAN'S CHANNEL AND WOODLEY ISLAND LONGFIN SMELT AND ELK RIVER RESTORATION FOR FISHERMAN'S CHANNEL EELGRASS MITIGATION USING THE CUTTERHEAD DREDGE.
 - I. COMMISSIONER DALE MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THOMAS GAST & ASSOCIATES FOR \$9,000 TO DEVELOP DREDGING BMPS FOR BOTH FISHERMAN'S CHANNEL AND WOODLEY ISLAND LONGFIN SMELT AND ELK RIVER RESTORATION FOR FISHERMAN'S CHANNEL EELGRASS MITIGATION. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - II. Executive Director Larry Oetker presented the item. The Commission discussed the item.
 - III. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public commented on this item.
 - IV. Chair Marks then moved the discussion back to the Commission. ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT. Ayes: MARKS, KULLMANN, DOSS, DALE Noes: NONE Absent: HIGGINS Abstain: NONE
- d. RECEIVE REPORT FOR HARBOR MAINTENANCE TRUST FUND PROPOSED AMENDMENTS.
 - I. The Executive Director presented on this item.
 - II. The Commission discussed the item and gave guidance to staff with the item coming before the Commission next month.
 - III. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public commented on this item.
 - IV. As a report, no action was taken on this item.

12) ADMINISTRATIVE AND EMERGENCY PERMITS:

a. NONE.

13) ADJOUNRMENT

APPROVED BY

RECORDED BY:

Patrick Higgins Secretary George Williamson District Planner

Agenda Item 7.c

Overhead Door Company of Eureka/Arcata

1685 Sutter Road McKinleyville, Ca 95519 * (707)839-1039 Fax: (707)839-4315 Division of: **Thomas**

Humb Bay Harbor, Rec. & Conserv. Dist PO Box 1030 Eureka CA 95502-1030



Overhead Door Company of Eureka-Arcata

Jeff Wilson	839-1039
Jeff_Wilson@OHDEurekaArcata.com	443-5551
www.OHDEurekaArcata.com	725-1103
A Division of Thomas	464-4884

NOTATIONS: 1) This estimate is for providing & installing one 12 wide by 14' tall cylinder type roll up door / Color: brown a) One option is for the Economy type door (know as a "sheet door" in the door industry / operation by manual chain hoist b)Other option is for a Heavy Duty Model / same make and model as others at site *operation of the heavy dty model by electronic motor (activation by interior open-close-stop buttons/ constant contact during the closing cycle) *let us know if you are interested in a safety reversing system *all wiring by others 2)All opening preparation by others a)Option for Overhead Door Co to prep opening would add \$8,500.00 *all plans, permits, engineering by others (not included) *removal of concrete stem wall by others (not included) 3) If floor is not even there could be a gap under door 4) This quote includes prevailing wage labor rates Economy Door Al Economy model door/ known in industry as a sheet door MANUAL CHAIN HOIST OPERATION

Hvy Duty

B1 Heavy Duty Door (Same make and model as others at site)

Job Conditions:

** Rust Warranties for steel overhead doors are not valid within 2 miles of the ocean and bay salt air environment.

======	===========	
	Economy Door	Hvy Duty w/ 0.0775 Tax
10 Day:	6,131.57	13,196.78
30 Day:	6,256.70	13,466.10
31+ Day:	6,586.00	14,174.84
======	=======================================	
<u>QUOTE</u>	E ONLY.	Read and sign below to make an Order:

The undersigned accepts the above terms and the above materials and/or labor to be provided by Overhead Doors. The undersigned agrees to pay to Overhead Doors the sum as stated above. In case suit or action is instituted to collect any amounts under this agreement due Overhead Doors, the undersigned promises to pay such additional sums as the court may adjudge reasonable as attorney's fees in said suit or action. The contract price is subject to revision if not delivered complete within 30 days of contract date!!

Date:

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE

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

PERMITTEE: Steve Helton dba Judah Paul Sport Fishing 3685 Newburg Road Fortuna, CA 95540

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 **Steve Helton**, dba *Judah Paul Sport Fishing* hereinafter referred to as "**Steve Helton**."

WHEREAS, Steve Helton will be the Lessees of Slip Number 04, Float D, at the Woodley Island Marina for vessel **BECKARAE** 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 19 April 2018, Steve Helton made a written application to the District for a Permit from the District to operate the business *Judah Paul Sport Fishing* on a vessel *BECKARAE* moored at Slip Number 04, Float D 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.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Steve Helton**:

2018 Judah Paul Sport Fishing Page 1 of 6

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

- 1. District shall permit Steve Helton to operate the business Judah Paul Sport Fishing for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while Steve Helton operates the business of charter services from the Woodley Island Marina.
- 2. The term of this Permit and Agreement shall be for **one (1) year commencing** May 01, 2018 and terminating on May 01, 2019. District or Steve Helton 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 Steve Helton with or without cause or reason by giving Steve Helton sixty (60) days written notice of termination and Steve Helton 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 Steve Helton, 3685 Newburg Road, Fortuna, CA 95540. In the event **Steve Helton** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and Steve Helton's Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of Steve Helton'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 **Steve Helton** 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", **Steve Helton** 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: *May 01, 2018, Steve Helton* shall purchase and maintain throughout the term of the Permit and Agreement **Commercial General Liability** insurance covering **Steve Helton** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection" and indemnity insurance" insuring Steve Helton 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 May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, Steve Helton shall forthwith cease and stop their Judah Paul Sport Fishing business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
- Steve Helton shall, prior to commencing operation of Judah Paul Sport Fishing, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.

- 6. Steve Helton 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 Steve Helton, and Steve Helton 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, Steve Helton agrees to hold harmless, indemnify, and hold District non-responsible for any of Steve Helton'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. Steve Helton 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. Steve Helton 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 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

2018 Judah Paul Sport Fishing Page 4 of 6 product shall be properly disposed of each day.

- 9. Steve Helton may place a sign on the vessel the size of which must be approved by the District's Executive Director. Steve Helton 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 Marina.
- 10. This Permit and Agreement is not transferable or assignable by **Steve Helton** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Steve Helton** 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. **Steve Helton** is hereby notified by the District that this Permit and Agreement to Operate *Judah Paul Sport Fishing* 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 **Steve Helton** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Steve Helton** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue

and Taxation Code and that **Steve Helton** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Steve Helton** 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. **Steve Helton** 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, ______, 2018, 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

Steve Helton, dba, Judah Paul Sport Fishing, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2018

Ву<u></u>

Steve Helton, Owner Judah Paul Sport Fishing

> 2018 Judah Paul Sport Fishing Page 6 of 6

SAMOA BAYFRONT PROPERTIES PLANNING PROJECT

SAMOA, CA

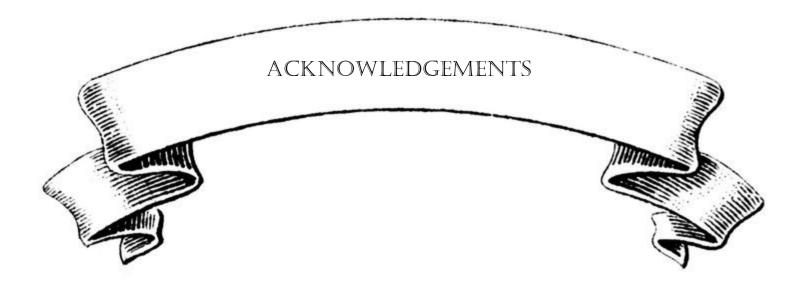


HSU Environmental Science and Management Program Senior Practicum 2018

Prepared By: Jenna Gennuso, Stephanie Viramontes, and Brady Wylie.

Practicum Supervisor: Dr. Yvonne Everett, Professor Environmental and Natural Resources Planning, Department of Environmental Science and Management, Humboldt State University. (707) 826-4188; yvonne.everett@humboldt.edu

Client Agency: Larry Oetker, Executive Director - Humboldt Bay Harbor, Recreation and Conservation District. P.O. Box 1030, 601 Startare Drive Eureka, CA 95502-1030. Phone: (707) 443-0801. Cell: (707) 834-1108. Fax: (707) 443-0800. loetker@humboldtbay.org



We would like to thank Larry Oetker and the Humboldt Bay Harbor, Recreation and Conservation District for providing the Environmental Science and Management students of Humboldt State University this opportunity.

TABLE OF CONTENTS

Acknowledgements	. 2
List of Figures	4
Executive Summary	. 5
Mission Statement	6
Introduction	. 7
Increasing Access to the Waterfront for a Thriving Bay	. 8
Zoning	. 10
Facilities and Site	. 11
Proposed Roads and Multipurpose Dock	. 12
Attracting Green Businesses	16
Sea Level Rise	18
Conclusion	24
Appendices	. 25
References	. 26

LIST OF FIGURES

Figure 1	9
Figure 2	11
Figure 3	. 15
Figure 4	. 20
Figure 5	. 22
Figure 6	. 23

EXECUTIVE SUMMARY

The Humboldt Bay Harbor, Recreation and Conservation District is in the process of updating the infrastructure of its Samoa Bayfront Properties and seeks to attract new businesses that will aid in job and economic growth of the Humboldt Bay and the surrounding community. We are a group of senior environmental planning students from Humboldt State University volunteering to work on this effort under the guidance of HBHRCD Executive Director Larry Oetker and HSU Professor Dr. Yvonne Everett. We have been tasked with proposing ways of increasing accessibility to the waterfront to allow for greater business and land use opportunities. In order to do so we have developed a proposal to improve the Samoa Bayfront Properties road layout which will also increase access to the docks and their corresponding upland acres. In the report that follows, we have included a map depicting suggested new road development to achieve increased accessibility. We have reviewed the likely environmental impacts of the new roads as well as the potential implications of future sea level rise. With respect to sea level rise, we have outlined a suggested living shoreline in our maps. The living shoreline will help to mitigate the effects of sea level rise. Increased accessibility of the waterfront should attract new businesses to the Samoa Bayfront Properties and bring economic opportunities to Humboldt Bay. We have recommended a focus on "Green Business" that honors protection of the environment, community values, and employing fair and equitable operating practices as a recruiting approach for the Bayfront.



MISSION STATEMENT

We seek to assist the Humboldt Bay Harbor, Recreation and Conservation District to attract strategic and green industries to enhance the Samoa Bayfront property. To do so, we have developed draft alternatives for maximizing business access to the waterfront and identified characteristics that desirable new businesses would embody, emphasizing characteristics of practicality, economic viability, and sustainability to help stimulate the local economy and community. We strive to support businesses that have the skills, workforce, product, and spirit to compete in the regional, national, and international open market. We have used these ideas to propose a new definition for Coastal Dependent Industrial zoning. We have worked to achieve our goals in open and fluid communication with the HBHRCD.

INTRODUCTION

The Humboldt Bay Harbor, Recreation and Conservation District acquired the former Pulp Mill, Redwood Marine Terminal II (RMT II) property in August of 2013. The property consists of over 120 acres, more than 200,000 square feet of warehouse, shop, office space, and four docks between the Samoa Bridge and RMT II (Figures 1 and 2). The Humboldt Bay Harbor, Recreation and Conservation District seeks to expand the beneficial use of the property by increasing access to the waterfront in order to attract additional businesses. Larry Oetker, Executive Director of the Humboldt Bay Harbor, Recreation and Conservation District, requested assistance from the Department of Environmental Science and Management at Humboldt State University with initial planning for the Samoa Bayfront property.

Senior Environmental Planning students Jenna Gennuso, Stephanie Viramontes, and Brady Wylie have worked under the supervision of Dr. Yvonne Everett, Professor Environmental and Natural Resources Planning, Department of Environmental Science and Management and the guidance of Larry Oetker on this project.



INCREASING ACCESS TO THE WATERFRONT FOR A THRIVING BAY

In order to increase access to the waterfront and docks and encourage Green Businesses to locate there, we addressed four issues: 1) Defining Coastal Dependent Industrial (CDI) zoning; 2) Proposing new road infrastructure; 3) Researching environmental implications of the proposed new roads including sea level rise, and 4) Recommending a definition of Green Businesses.

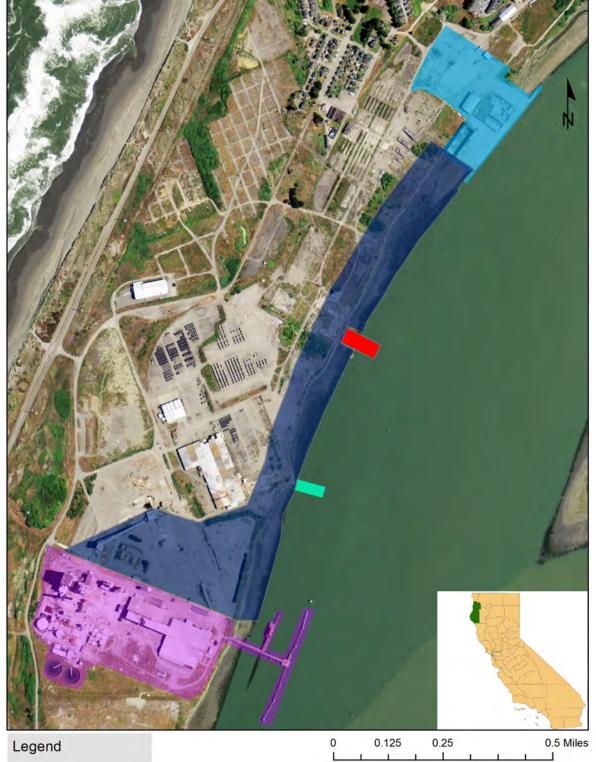
We have reviewed the most recent definition of Coastal Dependent Industrial zoning (Humboldt County, 2017) with an eye to recommending an up-to-date, working definition that would support resilient and sustainable economic growth around the Bay. We also reviewed the Local Coastal Plan Update of 2017 and out-of-area plans. We have reviewed the definition of CDI in order to diversify the types of businesses that are able to utilize CDI zoned land and have access to the waterfront.

In order to advise on developing efficient accessibility to the docks and other businesses through new and existing roads, we assessed the current transportation networks, identified and mapped opportunities for expanding access to docks and considered environmental implications such as emerging sea level rise impacts and mitigation approaches (Figure 6).

To support efforts to attract sustainable, resilient businesses to Humboldt County, we identified four important factors that help define Green Businesses. This includes businesses that make an effort to protect the integrity of the surrounding community and ecosystems, and that provide safe and equitable employment. With the list of criteria, the HBHRCD will be able to advertise for appropriate businesses for the Samoa Peninsula.



PROJECT AREA FIGURE 1. SITE MAP





Samoa Bayfront Property (HBHRCD)

NAD_1983_UTM_Zone_10N ESRI Locator Map Stephanie Viramontes and Brady Wylie

9 Packet Page 24

ZONING

The current definition of Coastal-dependent Development or Use was defined in the early 1980s by the public resource code as being "any developments or use which requires a site on, or adjacent to, the sea to be able to function at all" (Humboldt County, 1981). In order to expand the potential uses of this land, the term Coastal-dependent Development or Use must be reassessed and redefined to best fit current economic, environmental, and social needs.

According to the Coastal-Dependent Development amendment sections 30255, 30234, and 30224, "Coastal-dependent developments shall have priority over other developments on or near the shoreline. . . Facilities serving the commercial fishing and recreational boating industries shall be protected and, where feasible, upgraded. Existing commercial fishing and recreational boating harbor space shall not be reduced unless the demand for those facilities no longer exists or adequate substitute space has been provided" (Humboldt County, 2013).

Redefining Coastal Dependent Industrial (CDI) Zoning

According to a 2015 study regarding RMT II Coastal Development Permit/Conditional Use Permit, there are currently 1,800 acres of underutilized CDI designated land around Humboldt Bay. CDI is a zone that is restricted to industries that rely on direct access to the waterfront to operate and effectively conduct business (Humboldt County, 1981). We propose a new definition that would allow for more businesses to utilize the areas currently vacant in CDI zones. Our new definition of CDI still prioritizes industries reliant on the waterfront, but also allows for "Green" industries that meet key criteria to occupy the zone in the absence of waterfront reliant industry applications. In other words, if a CDI zone is vacant and has received no land use permit application from a CDI related industry, a certified green industry may apply and be granted access to use the land.

FACILITIES AND SITE

FIGURE 2. REDWOOD MARINE TERMINAL II Site map



Existing Infrastructure

The existing buildings on the Redwood Marine Terminal II site includes the Shops and Store Building possessing 39,100 sq. ft., the Machine Building possessing 30,000 sq. ft., two warehouses possessing 127,025 sq. ft. between the two, as well as ample parking and space for outdoor storage.



The picture above depicts an undeveloped section of land that has the potential to be divided and rented out to several potential interested businesses. To the right (East) of this picture lies the shoreline of the Bay. We suggest the development of new roads on this property. If the new roads we suggest are to be developed, this portion of the property would be repaved. With the increased accessibility to this section of the property, more businesses would be able to have access to the waterfront.

PROPOSED ROADS AND MULTIPURPOSE DOCK

The strategic placement of roads will allow for greater access to the Bayfront, ultimately increasing business opportunities. The property already has many existing roads that can be utilized if rehabilitated or repaved. The introduction of a new multipurpose dock will require the development of a new road that provides direct access to the upland area and dock. We suggest the placement of a new road



that connects the main entrance of the property directly to the multipurpose dock (Figure 3).

Currently, there is a need for existing roads to be upgraded and new roads to be incorporated to improve accessibility to the Samoa Bayfront property. Prior to creating new roads, an assessment of the quality of the land must be completed. The Samoa Peninsula has historically been used for industrial

Conserving the Valuable Link

"The protection and conservation of natural resources is an important role for the Harbor District. Humboldt Bay is home to a variety of plants and resident and migrating animals. Careful planning ensures that Humboldt Bay will continue to be a safe haven for wildlife while still allowing for commerce in and around the Bay."

-Humboldt Bay Harbor, Recreation and Conservation District purposes. As a result, there are several Brownfield sites, which have yet to be remediated. Some of the proposed new roads are planned for Brownfields. The USEPA has allotted \$200,000 for hazardous substances removal in this Cleanup Grant (USEPA, 2017). With this grant, the contaminated land will be remediated allowing further development, such as roads, to occur. Based on our review of this report, we do not foresee Brownfield sites impeding the further development of these lands (USEPA, 2017).

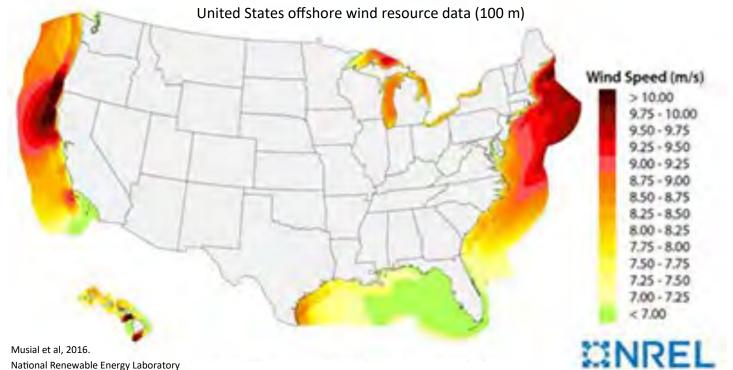
In respect to conservation and environmental protection, the Humboldt Bay Harbor, Recreation and Conservation District takes their role as environmental stewards seriously. With the

potential development of new roads and an additional dock, environmental impacts should be assessed.

In order to further expand potential businesses to utilize the waterfront there is a need to create a new multipurpose dock. The existing docks are composed of wood and lack the strength to support heavy weights.

The requirements for the development of the proposed multipurpose dock includes approximately 35 feet of depth below the dock, 100 acres of upland area, and the ability to withstand 500 tons of pressure per square foot (L. Oetker, personal communication, March 8, 2018). There is currently no dock along this property's shoreline that meets these parameters. The upland area adjacent to the proposed multipurpose dock is currently vacant and could be leased or purchased from HBHRCD. Businesses that would be able to utilize the dock include businesses focusing on offshore wind energies and businesses seeking to ship and receive heavy transports of goods. We suggest that a multipurpose dock be built between the existing No-Name Dock and RMT II (Figure 3). We have suggested this location due to its adequate depth, abundant upland acres, and convenience.

Development of the multipurpose dock, will support efforts to develop offshore wind energy off the coast of the Samoa Peninsula which has the potential to be highly lucrative and productive (Bureau of Ocean Energy Management, 2017). The wind speed in this area exceeds 10.00 meters per second, as seen in the figure below (Musial et al., 2016). As a whole, California's net technical energy potential is roughly 400 Terawatt hours per year (Musial et al., 2016). Only six states have a higher net technical energy potential, thus causing California to be one of the greatest potential locations for offshore wind energy in the United States, with Humboldt County and Del Norte County leading the country in net technical energy potential (Musial et al., 2016). Developing offshore wind energy near the Samoa Peninsula could greatly benefit the



Humboldt County economy.

The proposed location of the multipurpose dock has adequate depth and does not currently need to be dredged (Corps of Engineers, 2017). Should this portion of the Bay need to be dredged at some point in the future, the Samoa Peninsula has the infrastructure to hold the spoils (L. Oetker, personal communication, March 8, 2018). Dredged materials can be used in many applications such as shoreline erosion protection, restoration materials, increased natural sediment supply to the coast, and restoring and preserving beaches (SHN Consulting Engineers & Geologists, Inc.; Trinity Associates; Northern Hydrology and Engineering, 2015).

In summary, the development of a multipurpose dock would increase diversity of industry and land use. The waters adjacent and north of Humboldt County have some of the best offshore wind energy potential in the nation (Musial et al., 2016). Humboldt Bay is an ideal port from which to distribute offshore wind turbines. However, the existing docks within the Bay cannot support the weight requirements for this industry. The development of a new multipurpose dock will allow wind energy industries to effectively distribute wind turbines off the Coast, creating local jobs while producing a renewable energy source.



FIGURE 3. POTENTIAL ROAD MAP/MULTIPURPOSE DOCK



- New Main Road

- Existing Road, Needs Repair
- Multipurpose Dock

100 Acre Upland Area

Samoa Bayfront Property (HBHRCD)

NAD_1983_UTM_Zone_10N Prepared By: Stephanie Viramontes and Brady Wylie LACO Associates, 2013

> 15 Packet Page 30

ATTRACTING GREEN BUSINESSES

Businesses that may be considered "Green Businesses" has been defined here using criteria drawn from the Town of Samoa, California Sustainability Pilot, Recommendations for Sustainable Site Analysis Final Report of 2017 as well as from other coastal city plans that are focused on a encouraging a progressive green economy. For example, in 2003 San Francisco Bay Area voters approved a Division 32 California Certified Green Business Program. The program is a "voluntary alliance among businesses, government agencies, utilities, and the public, that assists businesses in reducing harmful impacts to the environment and public health and in selecting practices that improve environmental protection. The program improves regulatory compliance, reduces solid waste, prevents pollution, and conserves resources" (California SB 1703 Certified Green Business Program, 2003-2004). Such voluntary programs are at the forefront of innovative Green Business success.

One of many aspects of being certified as a Green Business includes having Green Infrastructure and Buildings. To achieve this, four prerequisites must be met: Certified Green Building, Minimum Building Energy Efficiency, Minimum Building Water Efficiency, and Prerequisite, and Construction Activity Pollution Prevention (Vita Nova LLC, 2009). Such criteria set the standards for what defines green in relation to businesses and the economy. We have identified four core pillars to encourage sustainable and green business development along the Samoa Peninsula. The pillars encompass tactics that businesses in the Samoa Peninsula

can utilize to go beyond the status quo and achieve greater overall success. All pillars will cause benefits on the micro-level, macrolevel, and on the enterpriselevel. The pillars we have identified include I. Environment, II. Marketplace, III. Community and Beyond, and IV. Workplace.

PILLARS OF SUCCESSFUL, SUSTAINABLE, AND GREEN BUSINESSES

Environment

A focus on ensuring no unnecessary harm is done to the environment and surrounding ecosystems.



Possess a competitive presence in local and distant markets while creating sustainable supply chains and fair operating practices.

Marketplace



Community and Beyond

Ensures that the local community benefits while connecting our community with those beyond through strong and lasting business relationships.



Workplace Environment

Ensures that the conditions of employment promote diversity and equality, employee wellbeing, and open lines of communication.



Created by Jenna Gennuso Converted from National Plan On Corporate Social Responsibility, 2014-2016

16 Packet Page 31 Businesses that ensure their presence in the marketplace is competitive without causing unnecessary environmental harm can benefit the Humboldt County economy and the community if the workplace environment is both equitable and diverse. If all pillars are utilized by the businesses of the waterfront, the opportunity of growth and success will increase (Ireland's National Plan On Corporate Social Responsibility, 2014-2016).

There are many possible uses of the waterfront property. The site offers the potential for businesses to utilize both the land and Humboldt Bay. We hope to encourage several small and medium sized enterprises or businesses (SME's), to bring their businesses to the waterfront. SME's have been found to be especially

"The California Green Business Network leads the state and nation in working with small to medium sized businesses to create a vibrant green economy."

(California Green Business Network, 2018)

GREEN BUSINESS

Honors protection of the environment, community values, and employing fair and equitable operating practices.

- Gennuso, Viramontes, Wylie

innovative (Szlapka, et al., 2017). SME's are defined as nonsubsidiary, independent firms that employ less than 500 employees as stated by the Organisation for Economic Cooperation and Development (OECD) in their 2005 OECD SME and Entrepreneurship Outlook publication.

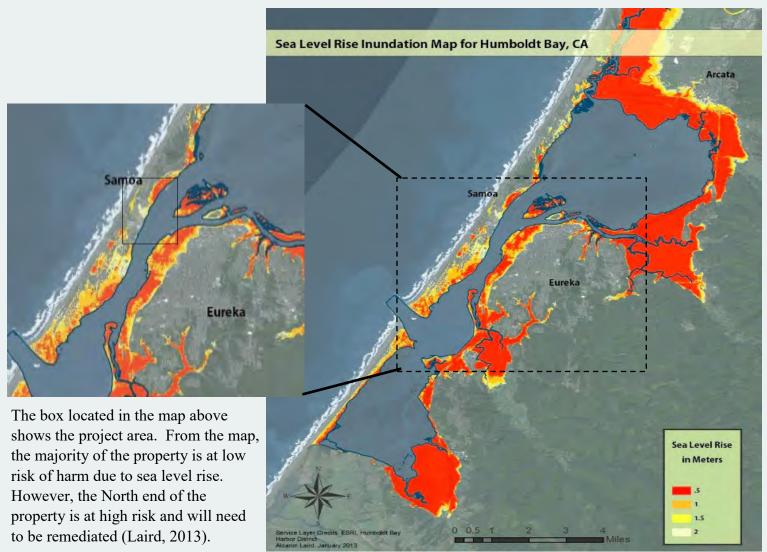
In addition to focusing on SME's the Harbor District seeks businesses that make an effort to protect the integrity of the surrounding community and ecosystems, while also providing safe and equitable employment. We suggest incorporating incentives for green businesses. In the state of California, there are requirements that must be met in order to be listed as a Green Business. For example, Long Beach, California has enacted a Green Business Recognition Program which is designed to help encourage businesses to 'go green.' According to Long Beach Sustainability, "sustainability is a business strategy that has

staying power because it can increase worker productivity, improve a company's public image and save money; none of which go out of style" (City of Long Beach, 2017). We suggest this strategy be utilized in the Samoa Bayfront property in order to obtain all of the economic and environmental benefits of sustainability and Green Business.

SEA LEVEL RISE

Environmental Implications

A prevalent and impending environmental issue in this location is sea level rise. Much of the Bayfront property we are planning for is in the 'red zone' for sea level rise. The 'red zones' show the loss of land with .5 meters of sea level rise. For this location we suggest installation of living shorelines to protect the land from sea level rise. As seen in the figure below, a rise in sea levels by .5-1.0 meters will cause a major loss in land on the Samoa Peninsula. A long history of inadequate protective measures for sea level rise and the minimal maintenance of existing levees leaves put much of the Samoa Peninsula at risk. Therefore there is a high need for living shorelines.



2 Meter Inundation with 100 Year Storm Risk

Effective planning requires planning for the worst case scenario, especially when planning for natural disasters or other events that put people at risk. Sea Level Rise has the potential of putting many people at risk, and for this project, there is an economic risk of losing land and infrastructure on the property. We used a 2 meter inundation projection along with a 100 year flood event to create a worst case scenario (Figure 5 and 6). The projection allowed us to visualize where different strategies could be used to offset the effects of SLR. These strategies include protect or retreat. Protect involves actions including protecting the land and infrastructure through various means (e.g. seawalls, living shorelines). Retreat includes the abandonment of land and infrastructure in a given area due to the inability to effectively protect, or if there is little to no economic, social, or environmental value (Arlington Group Planning + Architecture Inc. et al., 2013).

Living Shorelines

~~~~~~

"A natural alternative to bulkheads and seawalls, living shorelines provide an environment where critical aquatic plants and animals can live and thrive."

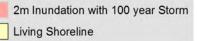
-Southern Environmental Law Center



### FIGURE 4. LIVING SHORELINE RECOMMENDATION



### Legend



# Samoa Bayfront Property (HBHRCD)

NAVD 88 Stephanie Viramontes and Brady Wylie

#### Sea Level Rise Recommendations

#### I. Retreat

The area north of RMT I has little to no infrastructure, and has some of the highest risk to SLR on the property (Figure 5). Therefore, we suggest to retreat and abandon this section of the property, as it possesses little value in comparison to the rest of the property.

#### II. Protect

The property including RMT I, RMT II, and the area in between will need to be protected from the effects of SLR (Figures 5 and 6). Protecting this stretch of the property will require several SLR adaptations, including the use of grey infrastructure and nature based solutions (NBS). Grey infrastructure may include dikes and seawalls to prevent flooding from SLR. We recommend using dredge material mixed with fly-ash as a repurposed building material for the development of seawalls. The nature based solution will include the use of a non-structural shoreline protection method, or living shoreline, which has proven to be both beneficial for SLR adaptation and improves environmental conditions (Bowlsby et al., 2016). We have used ArcMap and Google Earth Pro to identify areas along the Samoa Peninsula that would benefit from implementation of living shorelines (Figure 4). We used the metrics listed in the Shoreline Protection Options for Humboldt Bay 2016 report (Bowlsby et al., 2016) to delineate where the living shoreline should be placed, in attempt to mitigate future SLR while restoring salt water marsh habitat. The combination of grey infrastructure as well as nature based solutions provides an effective formula to mitigating the effects of SLR (WWAP, 2018).

"Yet, despite recent advances in the uptake of NBS, water resource management remains heavily dependent on humanbuilt ('grey') infrastructure. The idea is not necessarily to replace grey with green infrastructure, but to identify the most appropriate, cost-effective and sustainable balance between grey infrastructure and NBS considering multiple objectives and benefits" (WWAP, 2018).

## FIGURE 5. RMT I



RMT 1 2m Inundation along with 100 year storm

NAVD 88 Stephanie Viramontes and Brady Wylie

## FIGURE 6. RMT II



2m Inundation along with 100 year storm

NAVD 88 Stephanie Viramontes and Brady Wylie

## CONCLUSION

After assessing the data in existence related to developing this property, we have redefined Coastal Dependent Industrial zoning, and developed a road map layout that maximizes accessibility to the Bayfront and docks. We have defined Green Businesses and made recommendations for features to look for in businesses seeking to locate on the Bayfront Property. We have also identified areas within the property prone to sea level rise and made suggestions for the placement of living shorelines to mitigate from future harm (Figures 4, 5, and 6).

Our recommended placement of the multipurpose dock would maximize the efficiency of transportation in and out of the Bay. The suggested road developments would increase access to the Multipurpose Dock. We have suggested a new road, "New Main Road" (Figure 3), to be developed in order to provide direct access from the main entrance to the multipurpose dock.

Due to the underutilization of land that is designated CDI, we have suggested the inclusion of Green Businesses in the definition. Not only would this addition to the definition diversify economic possibilities in the Bay, but it would also support community values and provide equitable employment opportunities.



# APPENDICES

#### Bulkheads

A manmade "retaining wall along a waterfront" (Merriam-Webster, 2018).

#### **Environmentally Sensitive Habitat Areas (ESHA)**

"ESHAs are any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed by human activities and developments" (Harris, 2017).

#### **Grey Infrastructure**

Grey infrastructure are engineering projects that use concrete and steel (Rueter, 2014).

#### **Nature Based Solutions (NBS)**

A solution to environmental issues and/or the management of natural resources that uses processes found within nature (e.g. living shoreline, wetlands) (WWAP, 2018).

#### Seawalls

"Seawalls are hard engineered structures with a primary function to prevent further erosion of the shoreline. Although their primary function is erosion reduction, they have a secondary function as coastal flood defenses. The physical form of these structures is highly variable; seawalls can be vertical or sloping and constructed from a wide variety of materials. They may also be referred to as revetments. A well maintained and appropriately designed seawall will also fix the boundary between the sea and land to ensure no further erosion will occur – this is beneficial if the shoreline is home to important infrastructure or other buildings of importance" (Linham & Nicholls).

#### **Spoils**

Organic and inorganic materials extracted during dredging.



# REFERENCES

- Arlington Group Planning + Architecture Inc., EBA Engineering Consultants Ltd., DE Jardine Consulting and Sustainability Solutions Group for the British Columbia Ministry of Environment. (2013). Sea Level Rise Adaptation Primer. A Toolkit to Build Adaptive Capacity on Canada's South Coasts.
- Bowlsby, R., K. Courtain, R. Dumouchel, F. Hansen, and A. Theriault. (2016). Shoreline Protection Options for Humboldt Bay. Humboldt State University Environmental Management and Protection Planning Option Senior Practicum.
- Bureau of Ocean Energy Management. (2017). Offshore Wind Energy. Retrieved from https://www.boem.gov/Offshore-Wind-Energy/
- California Green Business Network. (2018). What is a Certified Business. Retrieved from https://greenbusinessca.org/what-is-a-certified-business/
- California SB 1703 Certified Green Business Program. (2003-2004). Retrieved from http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=200320040SB1703
- City of Long Beach. (2017). Long Beach Green Business Recognition Program. Retrieved from http://www.longbeach.gov/sustainability/programs/green-business-recognition-program/
- Humboldt Bay Harbor, Recreation and Conservation District. (2018). Commerce, Recreation and Conservation. http://humboldtbay.org/
- Humboldt County. (2017). Humboldt County Code Zoning Regulations Title III, Land Use and Development Division 1 Planning. https://humboldtgov.org/DocumentCenter/View/4029
- Humboldt County. (2017). Local Coastal Plan Update, Humboldt Bay Area Plan Update. https://humboldtgov.org/1678/Local-Coastal-Plan-Update
- Humboldt County. CDI Interim Use Amendments to HBAP. (2013). https://humboldtgov.org/ DocumentCenter/Home/View/54998
- Humboldt County. (1981). Humboldt County Local Coastal Program. Industrial Siting Study. https:// humboldtgov.org/DocumentCenter/View/61429
- Humboldt County Zoning Regulations. (n.d.). Section 313-1.2. http://humboldtbay.org/sites/ humboldtbay2.org/files/ZoningRegs.pdf
- Ireland's Department of Business, Enterprise and Innovation. (2014-2016). Good for Business, Good for Community. Ireland's National Plan On Corporate Social Responsibility. Retrieved from http://www.csrhub.ie/ireland-s-national-plan-on-csr/
- LACO Associates. (2013). Samoa Industrial Waterfront Preliminary Transportation Access Plan. Prepared for: Humboldt Bay Harbor, Recreation & Conservation District.
- Laird, Aldaron. (2013). Humboldt Bay Shoreline Inventory, Mapping and Sea Level Rise Vulnerability Assessment.
- Linham, M. M., & Nicholls, R. J. (n.d.). Sea walls. Retrieved April 10, 2018, from https://www.ctc-n.org/

technology-library/coastal-zones/protection-hard-engineering/sea-walls

Musial, W. et al. (2016). Offshore Wind Energy Resource Assessment for the United States. https://www.nrel.gov/docs/fy16osti/66599.pdf

National Renewable Energy Laboratory. (2018). Retrieved from https://www.nrel.gov/wind/offshorewind.html

Planwest Partners, Inc. (2015). Initial Study/Draft Mitigated Negative Declaration for Redwood Marine Terminal II Coastal Development Permit/Conditional Use Permit. Prepared for: Humboldt Bay Harbor, Recreation & Conservation District. Retrieved from http://humboldtbay.org/sites/humboldtbay2.org/files/ RMT%20II%20CDP%20CUP%20Initial%20Study\_%20Draft%20Sept%201%202015.pdf

Priest, K. (Photographer). (2018). Humboldt Bay. Retrieved from https://fishingthenorthcoast.wordpress.com/

- Rueter, J. (2014, February 6). Grey vs. Green Infrastructure. Retrieved from http://web.pdx.edu/~rueterj/ courses/objects/grey-vs-green.html
- SHN Consulting Engineers & Geologists, Inc.; Trinity Associates; Northern Hydrology and Engineering. (2015). Beneficial Reuse of Dredged Materials for Tidal Marsh Restoration and Sea Level Rise Adaptation in Humboldt Bay, California.
- Southern Environmental Law Center. (2018). Living Shorelines. Retrieved from https://www.southernenvironment.org/cases-and-projects/living-shorelines
- Szlapka, J. O., Stachowiak, A., Bats, A., & Fertsch, M. (2017, June 30). The level of innovation in SMEs, the determinants of innovation and their contribution to development of value chains. Retrieved from https://www.sciencedirect.com/science/article/pii/S2351978917305759
- OECD (Organisation for Economic Co-operation and Development). (n.d.). Small Businesses, Job Creation and Growth: Facts, Obstacles and Best Practices. Retrieved from https://www.oecd.org/cfe/ smes/2090740.pdf

Oetker, L. Personal communication, March 8, 2018

- USEPA. (2017). Brownfields 2017 Cleanup Grant Fact Sheet Humboldt Bay Harbor, Recreation and Conservation District, Samoa, CA. Retrieved from https://cfpub.epa.gov/bf\_factsheets/gfs/index.cfm? xpg\_id=9715&display\_type=HTML
- Vita Nova LLC. (2009). Town of Samoa, California Sustainability Pilot. Recommendations for Sustainable Site Analysis Final Report. Retrieved from https://www.epa.gov/sites/production/files/2015-09/ documents/samoa.pdf
- WWAP (United Nations World Water Assessment Programme)/UN-Water. (2018). The United Nations World Water Development Report 2018: Nature-Based Solutions for Water. Paris, UNESCO. Retrieved from http://www.unesco.org/new/en/natural-sciences/environment/water/wwap/

## Agenda Item 9. a

COMMISSIONERS 1<sup>st</sup> Division Larry Doss 2<sup>nd</sup> Division Greg Dale 3<sup>rd</sup> Division Stephen Kullmann 4<sup>th</sup> Division Richard Marks 5<sup>th</sup> Division Patrick Higgins

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



STAFF REPORT - HARBOR DISTRICT MEETING April 26, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 20, 2018

TITLE: FY 2018-19 District Budget Preparation Schedule

**RECOMMENDATION:** It is recommended that the Board: receive staff presentation, provide comments and direction as required.

#### INTRODUCTION:

In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1<sup>st</sup>.

**DISCUSSION:** Budget review is being conducted in a series of regular and special Board meetings prior to adoption in June. Staff is using the following schedule to go through goals, revenue, and expenditures by programmatic activity. These series of meeting double as strategy sessions which will be used by the Board, Executive Director and District Staff to get a clear understanding of where each activity is at financially and what we can reasonably accomplish within our financial means.

| Date                   | Meeting<br>Type                                               | Purpose                                                              |  |  |  |  |  |
|------------------------|---------------------------------------------------------------|----------------------------------------------------------------------|--|--|--|--|--|
| April 26 <sup>th</sup> | Regular                                                       | Preliminary Goals, Income, and Expenditures:                         |  |  |  |  |  |
|                        | 0                                                             | 1. Redwood Marine Terminal I                                         |  |  |  |  |  |
|                        |                                                               | 2. Redwood Marine Terminal II                                        |  |  |  |  |  |
|                        |                                                               | 3. Fields Landing Boat Yard                                          |  |  |  |  |  |
|                        |                                                               | 4. Shelter Cove                                                      |  |  |  |  |  |
| May 10th               | Nay 10th Special Preliminary Goals, Income, and Expenditures: |                                                                      |  |  |  |  |  |
|                        |                                                               | 1. Woodley Island Marina                                             |  |  |  |  |  |
|                        |                                                               | 2. Dredging                                                          |  |  |  |  |  |
| May 24 <sup>th</sup>   | Preliminary Goals, Income, and Expenditures:                  |                                                                      |  |  |  |  |  |
|                        |                                                               | 1. Port Operations                                                   |  |  |  |  |  |
|                        |                                                               | 2. Conservation and Recreation Programs                              |  |  |  |  |  |
|                        |                                                               | 3. Administrative Services                                           |  |  |  |  |  |
|                        |                                                               | 4. General Operating and Staffing                                    |  |  |  |  |  |
| June 14 <sup>th</sup>  | Special                                                       | Adoption of Preliminary Budget and public notice published (June 15) |  |  |  |  |  |
| June 28 <sup>th</sup>  | Regular                                                       | Budget review as required                                            |  |  |  |  |  |
| July 26 <sup>th</sup>  | Regular                                                       | Adoption of Final Budget and transmission to Board of Supervisors    |  |  |  |  |  |

COMMISSIONERS 1<sup>st</sup> Division Larry Doss 2<sup>nd</sup> Division Greg Dale 3<sup>rd</sup> Division Stephen Kullmann 4<sup>th</sup> Division Richard Marks 5<sup>th</sup> Division Patrick Higgins

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



### STAFF REPORT - HARBOR DISTRICT MEETING April 26, 2018

TO: Honorable Board President and Harbor District Board Members

FROM: George Williamson, District Planner

DATE: April 20, 2018

**TITLE:** Consideration of Permit No. 14-05 extension for Humboldt Bay Regional Invasive Spartina Eradication and native salt marsh restoration.

**RECOMMENDATION:** It is recommended that the Board: approve extending Permit No. 14-05 for Humboldt Bay Regional Invasive Spartina eradication and native salt marsh restoration through December 18, 2024.

#### **INTRODUCTION:**

The Harbor District has been working with project partners: Humboldt Bay National Wildlife Refuge, the City of Arcata, Redwood Community Action Agency, the State Coastal Conservancy, and other partners for many years to remove invasive Spartina (*Spartina densiflora*) from tidal marshes around Humboldt Bay. Invasive Spartina (dense-flowered cordgrass) is a major threat to the diversity of tidal marshes in Humboldt Bay and other West Coast estuaries. The project removes Spartina and restores Humboldt Bay native marsh communities. The Harbor District and project partners continue to coordinate and implement the Humboldt Bay Regional Spartina Eradication Plan.

#### **DISCUSSION:**

The Harbor District made findings for adoption of the Humboldt Bay Regional Invasive Spartina Eradication Plan and associated Final Programmatic Environmental Impact Report (PEIR) (SCH#2011012015) through Resolution 2013-04 (April 25, 2013) and adopted Resolution No. 2014-14 establishing findings relative to the Harbor District Permit for control of Spartina densiflora and restoration of native salt marshes in Humboldt Bay, California on December 18, 2014. The associated Coastal Commission CDP approval for this project (CDP 1-14-0249) is valid until June 20, 2020 and may be extended for an additional five years (until June 12, 2025). A North Coast Regional Water Quality Control Board permit application has recently been submitted for project activities on Harbor District properties.

The Harbor District and project partners continue invasive Spartina eradication efforts consistent with the Humboldt Bay Regional *Spartina* Eradication Plan and request that Permit 14-05 be extended through December 18, 2024. The project and all permit conditions and provisions remain unchanged. The mitigation measures described in the March 21, 2013 Final Programmatic Environmental Impact Report continue to be conditions of this permit by reference and remain in effect.

## Agenda Item 10.b

## AGREEMENT Between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT And CHEVRON PRODUCTS COMPANY, a DIVISION of CHEVRON U.S.A. INC., For the REIM BURSEM ENT FOR SERVICES RELATED TO THE OPERATION AND MAINTENANCE OF THE HUMBOLDT BAY PHYSICAL OCEANOGRAPHIC REAL TIME SYSTEM (HB PORTS®)

This Agreement is made and entered into as of the 20<sup>th</sup> day of April 2018 by and between the Humboldt Bay Harbor, Recreation, and Conservation District, hereafter referred to as "DISTRICT" and Chevron Products Company, a division of Chevron U.S.A. Inc. hereinafter referred to as "CHEVRON".

#### THE PARTIES AGREE AS FOLLOWS:

DISTRICT agrees to provide labor, materials, tools and incidentals necessary to conduct the routine maintenance and emergency repairs (Work) of the HB PORTS® non-National Water Level Observation Network (NWLON) instruments, including calibration of sensors as per the National Oceanic and Atmospheric Administration National Ocean Service (NOS) maintenance guidance in the Scope of Work detailed in Exhibit A which is attached and made a part of this Agreement by this reference under the following conditions:

#### **1.** TERM

The term of this Agreement shall be from April 20, 2018 to April 19, 2021. The term of this Agreement is for three (3) years commencing April 20, 2018.

The term of this Agreement may be extended for any length of time by mutual agreement and at no cost to CHEVRON or DISTRICT.

#### 2 COMPENSATION

In order for DISTRICT to accomplish the Work, CHEVRON agrees to reimburse the DISTRICT for the costs (including overhead) incurred by the DISTRICT for performance

of the work described in Exhibit A by or on behalf of DISTRICT. The total annual reimbursement for each of year of the term of this Agreement shall not exceed thirty-two thousand three hundred fifty dollars (\$32,350.00) including all applicable taxes and expenses.

Payments will be made to the DISTRICT by CHEVRON, in arrears, on a quarterly basis upon receipt of an itemized invoice showing the time period covered and the work items accomplished.

### 3. INSURANCE

DISTRICT shall, at its own expense, take out and keep inforce during the continuance of this contract:

a. A public liability insurance policy in a company or companies to protect DISTRICT, its officers, agents and employees against liability to the public, incident to the work to be performed under this Agreement. Said insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) to indemnify against the claim of any one person or two or more persons or property damage.

DISTRICT at its own cost and expense is to procure and maintain during the continuance of this Agreement a policy of Workers' Compensation or Employer's liability insurance for the protection of its employees engaged in the work required by this Agreement as required under California State law.

In the event DISTRICT contracts or subcontracts all or part of its obligations under this Agreement to third parties, those parties shall take out and keep inforce public liability insurance and Worker's Compensation or Employer's liability insurance in an amount not less than that procured and maintained by DISTRICT.

#### 4. INDEMNIFICATION

DISTRICT agrees at all times to defend, indemnify, hold harmless, and provide legal defense and related services to CHEVRON, its officers, agents, and/or employees for any and all claims, expenses, demands, damages, judgments, causes of action, liability, loss or injury, regardless of their nature or character in any manner whatsoever arising out of or relating to work on this Agreement, unless a legal cause of such claim, expense, demand, damage, judgment, cause of action, liability, loss or injury is the negligence of CHEVRON.

#### 5. ASSIG NM ENT

This Agreement is not assignable by either party without the prior written consent of the other party, which consent may not be unreasonably withheld. DISTRICT may

contract or subcontract all or part of its obligations under this Agreement to third parties. At the time this Agreement is entered, it is the District's intent to contract for these services with the Humboldt State University Foundation (DISTRICT's contractor).

#### 6. TERMINATE/SUSPEND/EXTEND/ AMEND AGREEMENT

Either party may terminate or suspend this Agreement without penalty upon sixty (60) days notice to the other. In the latter event, CHEVRON shall pay DISTRICT for the work actually performed by DISTRICT under this Agreement up to the time of such notice of termination.

This Agreement may be amended by mutual consent of DISTRICT and CHEVRON by written amendment to this Agreement.

### 7. ACCESS

In order to perform the Work described in Exhibit A, CHEVRON will provide access to the Chevron Eureka Terminal for the installation, maintenance and repair of HB PORTS® equipment. D STRICT or DISTRICT's contractors will notify CHEVRON twenty-four (24) hours prior to the date access is required. DISTRICT will provide CHEVRON with a list of DISTRICT's contractors.

#### 8. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party hereto shall be in writing and shall be duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

| DISTRICT: | Humboldt Bay Harbor, Recreation<br>And Conservation District<br>P.O. Box 1030<br>Eureka, CA 95502-1030 |
|-----------|--------------------------------------------------------------------------------------------------------|
| CHEVRON:  | Chevron Products Company<br>ATTN: Mark Langholz<br>3400 Christie Lane<br>Eureka, CA 95503              |

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

HUMBOLDT BAY HARBOR, RECREATION CHEVRON PRODUCTS COMPANY AND CONSERVATION DISTRICT

By: \_\_\_\_\_

Ву: \_\_\_\_\_

Richard Marks, President

LORI KREPISMANN, Chevron Northwest Area Manager

## EXHIBIT A SCOPE OF WORK HUMBOLDT BAY PHYSICAL OCEANOGRAPHIC REAL TIME SYSTEM (PORTS) OPERATION AND MAINTENANCE SERVICES

#### I. THE HUMBOLDT BAY PORTS®

The HB PORTS® will consist of the following major components:

- A. Current measurement stations at four locations: (1) Bar Channel Buoy #2 (buoy mount); (2) Channel Buoy #9 (buoy mount); (3) Fields Landing Channel #5 (buoy mount) and (4) Chevron Eureka Marine Terminal Dock. Each location includes an Acoustic Doppler Current Profiler (ADCP) to measure currents; electronic control box; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem) mounted on a US Coast Guard Aid to Navigation (ATON) buoy.
- B. An existing NOS National Water Level Observation Network (NWLON) station upgraded for PORTS® at North Spit (Station ID: 9418767). This station includes an air acoustic water level sensor with protective well, back up pressure-based water level sensor, Data Collection Platform (DCP) with a Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). This station also includes a meteorological package consisting of an anemometer, air/water temperature sensors, and barometric pressure sensor.
- C. A centralized Voice Data Response System (VDRS) located at NOS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.
- D. Additional data collection sites or sensors may be added to the HB PORTS® in the future as identified by amendments to this Agreement.

Maintenance must be conducted both at the system level and at the component level, at intervals that vary from bi-monthly to every two years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

DISTRICT shall furnish the basic services which are enumerated as follows:

#### A. MANAG EMENT AND OPERATION

DISTRICT and DISTRICT's contractor shall perform the following duties:

Schedule maintenance activities and ensure that they are conducted according to specifications and minimize down time;

Obtain quick response support as required to minimize system down time; Manage support contracts (e.g. - diving services, measurement subsystem maintenance, data acquisition and dissemination subsystem maintenance, instrument refurbishment and calibration); and

interact with NOAA, Coast Guard, other federal agencies, port authorities, ship pilots and masters, tug and tow operators, companies engaged in maritime commerce, environmental agencies, members of the Humboldt Harbor Safety Committee, the general public, and others as required.

The NOS-operated CORMS will conduct continuous system checks and will provide the DISTRICT the results from the checks. When problems are encountered with critical system components, DISTRICT and D STRICT's contractor shall respond within four (4) hours of receiving negative system check information to make arrangements for corrective actions. D STRICT and DISTRICT's contractor shall equip a watchstander or other appropriate employee/contractor with a pager or other means of responding 24 hour5 per day, 365 days per year for this purpose. DISTRICT and DISTRICT's contractor shall designate a contact person and back-up contact persons responsible for responding to negative system check information and klentify these individuals to NOS upon the execution of this Agreement. DISTRICT and DISTRICT's contractor shall notify NOS and DISTRICT of any changes in contact or backup persons within one work day.

### **B. MAINTENANCE**

DISTRICT and DISTRICT's contractor will coordinate all maintenance activities and participate in them as may be appropriate.

The routine operations, maintenance, and emergency maintenance of the ADCP current measurement systems must also be carried out by individual(s) knowledgeable in the methods and procedures of NOS CO-OPS. NOS will train the DISTRICT and DISTRICT's contractor personnel in the maintenance, and operation of the ADCP systems. Routine annual inspection and maintenance of the ADCP systems will be completed by DSTRICT's contractor.

#### **Bi-Monthly**

All above water components of PORTS® shall be inspected visually. The solar panels shall be cleaned when necessary and the batteries (other than gel cell batteries) shall be checked for proper fluid level. All hardware, external wiring, cable connections, and brackets shall be inspected for corrosion and/or damage. Locks shall be lubricated or replaced. Wind sensor bearings shall be checked visually for freedom of movement. Repairs and replacements as may be necessary to ensure system reliability and data quality shall be made.

DISTRICT's contractor shall prepare a bi-monthly report. A single copy of this report shall be provided to NOS and anyone requesting it at any time after the 20th of the month following the month for which the report was prepared. The format and scope of this report shall be negotiated between NOS and the DISTRICT and DISTRICT's contractor and will include elements such as summaries of site visits, maintenance and repair actions taken, daily system check logs, system performance statistics, user call-in statistics, summaries of interactions with users, schedule of upcoming events, and identification of potential problems.

#### Six Months

Buoy mounted current meters, with clamperatus, shall be removed and replaced with a spare. Removed meter shall be cleaned, batteries replaced and meter and clamperatus prepared for redeployment.

#### Annual

NOS shall be responsible for the annual maintenance of the PORTS® water level stations. The Aquatrak7 and calibration tube shall be replaced with a newly calibrated matched pair. The old matched pair shall be returned to NOS/CO-OPS Field Operations Division (FOD) for calibration check and re-calibration. Differential levels shall be made to Second Order, Class Istandards from the sensor leveling point to the sensor reference mark and all bench marks. NOS will recover, repair, and replace any

damaged or destroyed site benchmarks. Repairs and replacement of PORTS® components shall be made as may be necessary to ensure system reliability and data quality.

On an annual basis, the DISTRICT'S contractor shall prepare an annual work plan and budget for the following year. This plan and budget shall be submitted to the DISTRICT. The annual budget for DISTRICT'S contractor services to support the operation and maintenance requirements detailed in this Agreement shall not exceed \$30,000. The DISTRICT and the DISTRICT's contractor will work with the NOS PORTS® Program Managerinany manner necessary to support the Humboldt PORTS®.

An annual report shall be prepared jointly by NOS, DISTRICT and DISTRICT's contractor. The annual report shall consist of an executive summary of the information contained in the monthly reports, documentation of the costs incurred by DISTRICT and DISTRICT's contractor in operating and maintaining the system, an identification of longer term issues related to the operations, maintenance, use, and development of the system, and other information as appropriate.

#### Biannual

Biannual maintenance of ADCPs will complement the annual maintenance activity. These activities will be completed to include replacing solar-charged batteries, returning the ADCPs to their manufacturer for refurbishment and/or upgrades. Wind sensor nose cones will be replaced. The wind sensor bearings shall be calibrated prior to being replaced. Every *effort* shall be made to minimize PORTS® down time. Repairs and replacements shall be made as may be necessary to ensure system reliability and data quality.

| Sensor                                     | el:<br>Montaly     | ifour<br>Months | Six.<br>Months | Annually                           | FVery 2<br>Years        |  |
|--------------------------------------------|--------------------|-----------------|----------------|------------------------------------|-------------------------|--|
| Calibration Tube                           |                    |                 |                | R                                  |                         |  |
| Solar Panels                               | С                  |                 |                |                                    |                         |  |
| Solar-Charged Batteries                    | -                  |                 |                |                                    | R                       |  |
| Met Sensors                                | -                  |                 |                | R (Wind<br>sensor<br>nose<br>cone) |                         |  |
| ADCP, Buoy Mounted                         | I-Shore<br>Station |                 | R&C            |                                    | R and have recalibrated |  |
| Key: I-inspect C-clean S-service R-replace |                    |                 |                |                                    |                         |  |

## Table 1. Sensor Servicetervals