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

DATE: December 17, 2015

TIME: Executive Closed Session – CANCELLED
Regular Session — 6:00 PM

PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order Regular Session at 6:00 P.M. and Roll Call

2. Pledge of Allegiance

3. Public Comment

   Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

4. Consent Calendar: None

5. Communications and Reports
   a. Executive Director Report
   b. Staff Reports
   c. District Counsel, District Planner and District Treasurer Reports
   d. Commissioner and Committee Reports
   e. Other

6. Non Agenda

7. Unfinished Business

8. New Business
   a. Consideration to proceed to the next phase of the New Market Tax Credits – Albert Lemus.
   b. Consideration of approval of contract with ACGC Inc. for the Redwood Terminal 2 Warehouses, Shop, Laboratory, Storage & Office Siding and Window Replacement.
   c. Consideration of approval of contract with Alves Inc. for the Redwood Terminal 2 Warehouses, Shop, Laboratory & Office Roof Repairs.
   d. Consideration of approval of contract with Thomas Home Center for the Redwood Terminal 2 Door Replacement.
   e. Consideration of accepting for filing application for Permit No. 15-05 from Coast Seafoods Company for installation and operation of a water intake and discharge in Humboldt Bay at Redwood Terminal 2 in Samoa, California.
f. Consideration of accepting for filing application for Permit No. 15-04 from City of Eureka for development of the Eureka Waterfront Trail in Eureka, California between Truesdale Street and Tydd Street.

g. Consideration of extending for one year Permit 13-04 issued to Pacific Gas and Electric Company for the Humboldt Bay Power Plant Intake and Discharge Canal Remediation Project.

h. Consideration of permit and agreement with Humboldt Yacht Club for operation of a Dinghy Dock at Woodley Island Marina.

i. Discussion of Shelter Cove public meeting.

j. Consideration of Board appointment to 2x2 Committee.

9. **Administrative and Emergency Permits**

10. **Adjournment**
THIS AGREEMENT, MADE THIS 17th DAY OF DECEMBER, 2015, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the “DISTRICT” and ACGC Inc. doing business as (an individual), or (a partnership), or (a corporation), hereinafter called “CONTRACTOR.”

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. Subject to available funding, DISTRICT will issue a Notice to Proceed allowing materials orders to be placed.

2. CONTRACTOR will commence and complete the Redwood Terminal 2 Warehouses, Shop, Laboratory, Storage & Office Siding and Window Replacement as described in Exhibit A, which is incorporated by reference as part of this Agreement.

3. CONTRACTOR’S Bid Proposal for Redwood Terminal 2 Warehouses, Shop, Storage and Office Siding and Window Replacement dated August 25, 2015 is hereby incorporated by reference as part of this Agreement as Exhibit B.

4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Redwood Terminal 2 Warehouse, Shop, Laboratory, Storage & Office Siding and Window Replacement as described in Exhibit A.

5. CONTRACTOR will commence with materials orders for the Redwood Terminal 2 Warehouse, Shop, Laboratory, Storage & Office Siding and Window Replacement immediately after the Notice to Proceed is issued and will complete the same on or before 5:00 PM, 120 calendar days after the issue date of the Notice to Proceed unless the period for completion is extended otherwise by agreement of the DISTRICT.

6. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum not to exceed $871,286.00. Bid amount will include applicable taxes.

7. Payment will be made within 30 days of complete replacement and acceptance by the DISTRICT.

8. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code
sections 1770 et. seq. and related legal provisions. CONTRACTOR will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.

9. All work is to be done in accordance with DISTRICT’S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner.

10. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR’S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR’S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

11. The standard of care applicable to CONTRACTOR’S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of three (3) years commencing on the date of acceptance by DISTRICT.

12. CONTRACTOR will ensure DISTRICT will receive the manufacturers’ warranties on products used.

13. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. CONTRACTOR shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement.

14. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:

a) Worker’s compensation insurance meeting statutory limits and employers liability insurance in an amount not less than $1,000,000 for all employees engaged in this Project;

b) Professional and General liability insurance that provide protection for claims which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of $1,000,000;

HBHRCO RT2 Warehouses, Shop, Laboratory, Storage & Office Siding/Window Replacement Agreement
c) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of $1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.

d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR’S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

15. All permits required by law will be the responsibility of the CONTRACTOR and will be obtained at CONTRACTOR’S expense except those permits expressly provided by DISTRICT.

16. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

17. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

18. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, CA 95826.

19. This Agreement represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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 and original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

By RICHARD MARKS, President
Board of Commissioners

GREG DALE, Secretary
Board of Commissioners

Contractor (Seal)

By

Address
EXHIBIT A:

BID SPECIFICATIONS
Redwood Terminal 2
Warehouses, Shop, Laboratory, Storage & Office Siding and Window Replacement

SECTION I. SCOPE OF WORK

The CONTRACTOR will provide labor, materials and equipment to complete the Warehouses, Shop, Laboratory, Storage & Office Siding and Window Replacement on the Redwood Terminal 2 buildings.

SECTION II. LOCATION OF THE WORK

Redwood Terminal 2 is located at 364 Vance Avenue, Samoa CA 95564.

SECTION III. TIME OF COMPLETION

The CONTRACTOR shall diligently prosecute the work under this contract to completion before April 25, 2016, or extended by written agreement of both parties, and the liquidated damages shall be the sum of Two Hundred Dollars ($200) per day for each and every day’s delay in finishing the work beyond the time prescribed herein unless approved in writing by DISTRICT.

SECTION IV. INSURANCE

A. Public Liability

The CONTRACTOR shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits $1,000,000 combined single limit (CSL), or $1,000,000 bodily injury per occurrence and $1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

B. Automobile

The CONTRACTOR shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this contract with minimum coverage of $1,000,000 for property damage per accident, $1,000,000 for bodily injury for each person, and not less than $1,000,000 for bodily injury per accident: or $1,000,000 per accident combined single limit (CSL).

C. Worker’s Compensation
The CONTRACTOR shall, throughout the period of this contract, maintain in full force and affect a policy of workers compensation insurance covering all its employees and volunteers.

D. Additional Insured Notices

Said policies shall name the DISTRICT as an additional insured and shall constitute primary insurance as to the DISTRICT, its officers, agents and employees, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty- (30) days prior written notice to the DISTRICT of cancellation or material change.

The CONTRACTOR shall not execute this contract until certificates, or other sufficient proof of compliance with these insurance provisions (as stated in Section IV. A, IV. B and IV. C of this Agreement) are filed with the DISTRICT.

If the CONTRACTOR does not keep such insurance in full force and effect, the DISTRICT may take out the necessary insurance, and the CONTRACTOR agrees to pay the cost of said insurance.

SECTION V. EXAMINATION OF THE SITE

It shall be the responsibility of the CONTRACTOR to examine the job site before submitting this bid. No allowance will be made in the CONTRACTOR'S behalf for any extra expense he may incur due to his failure to acquaint himself with the extent of work to be done and the conditions under which the work is to be performed.

SECTION VI. CONTROL OF TRAFFIC

The CONTRACTOR shall furnish, erect and maintain all barricades, lights or other warning devices as necessary in order to insure the safe movement of vehicles and pedestrians as they may come into contact with hazards resulting from the execution of this contract. The CONTRACTOR shall not block traffic lanes on adjacent streets without the expressed consent of the DISTRICT. When traffic lanes on adjacent streets are to be blocked, the CONTRACTOR shall notify the DISTRICT of the specific times during which the street(s) will be blocked.

SECTION VII. SAFETY

The CONTRACTOR is hereby specifically informed that under the contract he has the sole responsibility for the safety of his work, including his workers, equipment and that of subcontractors or of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review CONTRACTOR'S safety or methods of operation.

The Contractor shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of, or connected with, rendition of services herein rendered. The Contractor shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT.
from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of the CONTRACTOR or its subcontractors under this Agreement.

SECTION VIII. PAYMENT

Payment for the work specified in these provisions will be made at the LUMP SUM amount bid upon notice of completion. The contract price paid for the said work shall be considered as full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work as specified herein.

SECTION IX. SECURITY REQUIRED

All bids shall be presented under sealed cover and shall be accompanied by a bidder’s security in an amount not less than 10 percent of the bid in one of the forms authorized by California Public Contract Code section 20724, i.e., cash, a cashier’s check payable to the District, a certified check payable to the District, or a bidder’s bond executed by an admitted surety insurer, made payable to the District. Additionally, if the bid amount is in excess of $25,000 then a payment bond will be required before performance of the work pursuant to Civil Code Section 3247.

SECTION X. EQUIPMENT SPECIFICATION

1. Remove and dispose siding; make all necessary repairs to inner structure, install new 5/8" OSB board over framing, nail plywood 6" OC @ panel edges and 12"OC in field w/8d galvanized nails. Cover with Tyvek moisture barrier; install new metal pre-painted panels.
2. All buildings will have translucent FRP siding placed in upper locations (to be determined) to aid in natural lighting.
3. Colors will be determined at time of awarded contract.
4. Contractor will remove and replace all existing windows with white nylon Milgard or equivalent, contractor will make all repairs necessary to window openings to facilitate the window replacement.
Attn: Jack Crider
Executive Director
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Dr.
Eureka, CA 95501

Subject: Bid Proposal for Redwood Terminal 2 Warehouses, Shop, Storage and Office Siding and Window Replacement.

Scope of Work: 1. Remove and dispose siding; make all necessary repairs to inner structure, install new 5/8" OSB board over framing, nail plywood 6" OC @ panel edges and 12" OC in field w/8d galvanized nails. Cover with Tyvek moisture barrier; install new metal pre-painted panels.¹  
2. All buildings will have translucent FRP siding placed in upper locations (to be determined²) to aid in natural lighting.  
3. Colors to be determined at time of awarded contract.  
4. Contractor will remove and replace all existing windows with white nylon Milgard or equivalent, contractor will make all repairs necessary to window openings to facilitate the window replacement.³  

| $871,286.00 |

Schedule for Project Completion: Upon receipt of Contract, Notice to Proceed, Building Permits, and Product Selection allow 120 days to complete the project.

Equipment and Techniques to be used: ACGC will use a work force of 12-15 journeymen carpenters and laborers to complete the project. A combination of ladders, scaffolding, scissor lifts, and aerial telescoping lifts will be mobilized. The work will be performed "assembly line style" so that large areas of the structures are not opened without being recovered within a few days.

¹ We cannot locate a metal siding manufacturer who will warrant their product within a ¼ mile of the ocean. This applies to this project. Bidding ASC PBR Metal Panels. A product information sheet is included in our bid submission.
² There is a price difference between the metal and the translucent panels. "To be determined" does not make for a competitive bid. Also when you delete the plywood sheathing, an engineer will be needed to reinforce the structure at these locations. We are not providing pricing for structural engineering at this time. For bid purposes we are quoting 4000 sq/ft of translucent panels.
³ Bidding clear glazing in windows. More energy efficient glazing options are available.

Phone: 707.443.6000 • Fax: 707.268.8381 • Email: will@acgcinc.com
Office & Mailing: 217 E St. Eureka, CA 95501 • www.acgcinc.com
Professional References:
2. Gregory Orsini: General Manager McKinleyville Community Services District. 707-839-3251. mcsdgm@mckinleyvillecsd.com Current Client
3. Miles Slattery: Director Parks and Rec Dept City of Eureka. 707-599-2053 mslattery@ci.eureka.ca.gov Past Client

Subcontractors:
1. Humboldt Framers Alliance, Inc.4 CA lic# 993640 217 E St. Eureka, CA 95501
2. James-Carl Painting & Decorating. CA lic# 335 W 14th St. Eureka, CA 95501

Will Adams
President

4 This company is a sister company to ACGC, Inc.
Phone: 707.443.6000 • Fax: 707.268.8381 • Email: will@acgcinc.com
Office & Mailing: 217 E St. Eureka, CA 95501 • www.acgcinc.com
Humboldt Bay Harbor, Recreation and Conservation District

Redwood Terminal 2
Warehouses, Shop, Laboratory, & Office Roof Repairs

THIS AGREEMENT, MADE THIS 17th DAY OF December, 2015, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and Alves Inc. doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. Subject to available funding, DISTRICT will issue a Notice to Proceed allowing materials orders to be placed.

2. CONTRACTOR will commence and complete the Redwood Terminal 2 Warehouses, Shop, Laboratory, & Office Roof Repairs as described in Exhibit A, which is incorporated by reference as part of this Agreement. Excluding the mechanic warehouse and the lower roof of warehouse #3.

3. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Redwood Terminal 2 Warehouse, Shop, Laboratory & Office Roof Repairs as described in Exhibit A.

4. CONTRACTOR will commence with materials orders for the Redwood Terminal 2 Warehouse, Shop, Laboratory & Office Roof Repairs immediately after the Notice to Proceed is issued and will complete the same on or before 5:00 PM, July 31, 2016 unless the period for completion is extended otherwise by agreement of the DISTRICT due to delays caused by the weather.

5. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum not to exceed $932,500.00. Bid amount will include applicable taxes.

6. Initial Payment for Materials to be made with the signing of the contract. Thereafter Monthly Progress Payments to be made as work is completed.

7. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code sections 1770 et. seq. and related legal provisions. CONTRACTOR will be required...
to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.

8. All work is to be done in accordance with DISTRICT’S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner.

9. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR’S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR’S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

10. The standard of care applicable to CONTRACTOR’S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of ten (10) years commencing on the date of acceptance by DISTRICT.

11. CONTRACTOR will ensure DISTRICT will receive the manufacturers’ warranties (minimum twenty (20) years) on products used.

12. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. DISTRICT shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement.

13. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:

a) Worker’s compensation insurance meeting statutory limits and employers liability insurance in an amount not less than $1,000,000 for all employees engaged in this Project;

b) Professional and General Liability insurance that provide protection for claims
which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of $1,000,000;

c) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of $1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.

d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR'S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

14. All permits required by law will be the responsibility of the CONTRACTOR and will be obtained at CONTRACTOR'S expense except those permits expressly provided by DISTRICT.

15. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

16. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

17. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, CA 95826.
18. This Agreement represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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 and original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

By
RICHARD MARKS, President
Board of Commissioners

GREG DALE, Secretary
Board of Commissioners

Contractor (Seal)

By

Address
EXHIBIT A:

BID SPECIFICATIONS
Redwood Terminal 2
Warehouses, Shop, Laboratory & Office Roof Repairs

SECTION I. SCOPE OF WORK

The CONTRACTOR will provide labor, materials and equipment to complete the Warehouses, Shop, Laboratory & Office Roof Repairs on the Redwood Terminal 2 buildings.

SECTION II. LOCATION OF THE WORK

Redwood Terminal 2 is located at 364 Vance Avenue, Samoa CA 95564.

SECTION III. TIME OF COMPLETION

The CONTRACTOR shall diligently prosecute the work under this contract to completion on or before 5:00 PM, July 31, 2016, or extended by written agreement of both parties, and the liquidated damages shall be the sum of Two Hundred Dollars ($200) per day for each and every day’s delay in finishing the work beyond the time prescribed herein unless approved in writing by DISTRICT.

SECTION IV. INSURANCE

A. Public Liability

The CONTRACTOR shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits $1,000,000 combined single limit (CSL), or $1,000,000 bodily injury per occurrence and $1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

B. Automobile

The CONTRACTOR shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this contract with minimum coverage of $1,000,000 for property damage per accident, $1,000,000 for bodily injury
for each person, and not less than $1,000,000 for bodily injury per accident: or $1,000,000 per accident combined single limit (CSL).

C. Worker’s Compensation

The CONTRACTOR shall, throughout the period of this contract, maintain in full force and effect a policy of workers compensation insurance covering all its employees and volunteers.

D. Additional Insured Notices

Said policies shall name the DISTRICT as an additional insured and shall constitute primary insurance as to the DISTRICT, its officers, agents and employees, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty- (30) days prior written notice to the DISTRICT of cancellation or material change.

The CONTRACTOR shall not execute this contract until certificates, or other sufficient proof of compliance with these insurance provisions (as stated in Section IV. A, IV. B and IV. C of this Agreement) are filed with the DISTRICT.

If the CONTRACTOR does not keep such insurance in full force and effect, the DISTRICT may take out the necessary insurance, and the CONTRACTOR agrees to pay the cost of said insurance.

SECTION V. EXAMINATION OF THE SITE

It shall be the responsibility of the CONTRACTOR to examine the job site before submitting this bid. No allowance will be made in the CONTRACTOR’S behalf for any extra expense he may incur due to his failure to acquaint himself with the extent of work to be done and the conditions under which the work is to be performed.

SECTION VI. CONTROL OF TRAFFIC

The CONTRACTOR shall furnish, erect and maintain all barricades, lights or other warning devices as necessary in order to insure the safe movement of vehicles and pedestrians as they may come into contact with hazards resulting from the execution of this contract. The CONTRACTOR shall not block traffic lanes on adjacent streets without the expressed consent of the DISTRICT. When traffic lanes on adjacent streets are to be blocked, the CONTRACTOR shall notify the DISTRICT of the specific times during which the street(s) will be blocked.

SECTION VII. SAFETY
The CONTRACTOR is hereby specifically informed that under the contract he has the sole responsibility for the safety of his work, including his workers, equipment and that of subcontractors or of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review CONTRACTOR'S safety or methods of operation.

The Contractor shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of, or connected with, rendition of services herein rendered. The Contractor shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of the CONTRACTOR or its subcontractors under this Agreement.

SECTION VIII. PAYMENT

The Contractor will, on or about the 25th of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. The first payment will be a materials payment when the materials are delivered for the work specified in these provisions. Subsequent estimates will be for the value of the work completed since the preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the Project. Final payment to be paid within (30) days after all required work is fully completed and approved by the district. Under law the District will pay the unpaid balance less such sums as may be lawfully retained under provision of the contract, including but not limited to, amounts retained as liquidated damages, or defective work, will be made in monthly increments with a 10% retainage that will be paid upon completion. The contract price paid for the said work shall be considered as full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work as specified herein.

SECTION IX. SECURITY REQUIRED

All bids shall be presented under sealed cover and shall be accompanied by a bidder's security in an amount not less than 10 percent of the bid in one of the forms authorized by California Public Contract Code section 20724, i.e., cash, a cashier's check payable to the District, a certified check payable to the District, or a bidder's bond executed by an admitted surety insurer, made payable to the District. Additionally, if the bid amount is in excess of $25,000 then a payment bond will be required before performance of the work pursuant to Civil Code Section 3247.
SECTION X. EQUIPMENT SPECIFICATION

1. Remove existing roofing materials on warehouses, shop and office buildings as need be to make repairs.
2. Clean or repair existing decking and install one layer of fiberglass fire wall ¼" dens board.
3. Contractor to make all repairs necessary to accept new roofing for an additional change order fee of $115.00 per man hour plus materials x 10% P & O
4. Contractor to provide and install new mechanically fastened PVC 60 Mil-single-ply roofing with fire rated ¼" dens deck underlayment, new flashing for all vents, plumbing, drains and all termination points.
5. All materials used will be class A rated and of high quality commercial grade.
6. Contractor to work closely with other subcontractors to insure minimal impact to tenants and minimize down time.
7. Materials to carry a twenty (20) year warranty.
8. Workmanship to be warranted for ten (10) years.
9. Provide and install new plumbing flashings, vent flashings, new metal roof drains and new metal at perimeter
10. Re-roof all buildings as designated (see attached site map) excludes the Machine Shop and the lower roof of Warehouse #3.
11. Complete cleanup and dispose of all roof project debris, including but not limited to components, flashings, venting and perimeter terminations.
12. Contractor responsible for all rain gutters and down spouts on warehouse and buildings listed on map not to exceed 1060 lf with 40 downspouts
Humboldt Bay Harbor, Recreation and Conservation District

Redwood Terminal 2
Door Replacement Agreement

THIS AGREEMENT, MADE THIS 17th DAY OF December, 2015, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and Thomas Home Center doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. Subject to available funding, DISTRICT will issue a Notice to Proceed allowing materials orders to be placed.

2. CONTRACTOR will commence and complete the replacement of doors on the Redwood Terminal 2 as described in Exhibit A, which is incorporated by reference as part of this Agreement.

3. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the replacement of doors as described in Exhibit A. Exhibit B, Thomas Home Center Bid Document, Bid #220072, is included by reference as part of this Agreement.

4. CONTRACTOR will commence the replacement of doors immediately after the Notice to Proceed is issued and will complete the same before June 30, 2016, unless the period for completion is extended otherwise by agreement of the DISTRICT.

5. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum not to exceed $305,521.20. Bid amount will include applicable taxes.

6. Payment will be made as follows:

   a. First payment when the 14 model 610 doors are delivered to site $120,000.00
   b. For the next three payments, divide the remaining balance into three equal payments ($61,840.40 each) so that after installation of six doors there is a payment, same after the next six doors and final payment after the last six doors are installed.
7. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code sections 1770 et. seq. and related legal provisions. CONTRACTOR will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.

8. All work is to be done in accordance with DISTRICT'S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner.

9. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR'S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR'S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

10. The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT; however subcontractors may be used for parts of this job. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of three (3) years commencing on the date of acceptance by DISTRICT.

11. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. CONTRACTOR shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement. Old doors removed will remain on site.

12. CONTRACTOR will ensure DISTRICT will receive the manufacturers’ warranties on products used.

13. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:
a) Worker’s compensation insurance meeting statutory limits and employers liability insurance in an amount not less than $1,000,000 for all employees engaged in this Project;

b) Professional and General liability insurance that provide protection for claims which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of $1,000,000;

c) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of $1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.

d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR’S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

14. All permits required by law will be the responsibility of the DISTRICT and will be obtained at DISTRICT’S expense.

15. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

16. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.
17. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, CA 95826.

18. This Agreement, which includes Exhibit A, represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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 and original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

By
RICHARD MARKS, President
Board of Commissioners

GREG DALE, Secretary
Board of Commissioners

Contractor (Seal)

By

Address
EXHIBIT A:

BID SPECIFICATIONS
Redwood Terminal 2
Door Replacement

SECTION I. SCOPE OF WORK

The CONTRACTOR will provide labor, materials and equipment to complete the replacement of doors on the Redwood Terminal 2 buildings.

SECTION II. LOCATION OF THE WORK

Redwood Terminal 2 is located at 364 Vance Avenue, Samoa CA 95564.

SECTION III. TIME OF COMPLETION

The CONTRACTOR shall diligently prosecute the work under this contract to completion before June 30, 2016, or extended by written agreement of both parties, and the liquidated damages shall be the sum of Two Hundred Dollars ($200) per day for each and every day’s delay in finishing the work beyond the time prescribed herein unless approved in writing by DISTRICT.

SECTION IV. INSURANCE

A. Public Liability

The CONTRACTOR shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits $1,000,000 combined single limit (CSL), or $1,000,000 bodily injury per occurrence and $1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

B. Automobile

The CONTRACTOR shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this contract with minimum coverage of $1,000,000 for property damage per accident, $1,000,000 for bodily injury for each person, and not less than $1,000,000 for bodily injury per accident: or $1,000,000 per accident combined single limit (CSL).
C. Worker's Compensation

The CONTRACTOR shall, throughout the period of this contract, maintain in full force and affect a policy of workers compensation insurance covering all its employees and volunteers.

D. Additional Insured Notices

Said policies shall name the DISTRICT as an additional insured and shall constitute primary insurance as to the DISTRICT, its officers, agents and employees, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty- (30) days prior written notice to the DISTRICT of cancellation or material change.

The CONTRACTOR shall not execute this contract until certificates, or other sufficient proof of compliance with these insurance provisions (as stated in Section IV. A, IV. B and IV. C of this Agreement) are filed with the DISTRICT.

If the CONTRACTOR does not keep such insurance in full force and effect, the DISTRICT may take out the necessary insurance, and the CONTRACTOR agrees to pay the cost of said insurance.

SECTION V. EXAMINATION OF THE SITE

It shall be the responsibility of the CONTRACTOR to examine the job site before submitting this bid. No allowance will be made in the CONTRACTOR'S behalf for any extra expense he may incur due to his failure to acquaint himself with the extent of work to be done and the conditions under which the work is to be performed.

SECTION VI. CONTROL OF TRAFFIC

The CONTRACTOR shall furnish, erect and maintain all barricades, lights or other warning devices as necessary in order to insure the safe movement of vehicles and pedestrians as they may come into contact with hazards resulting from the execution of this contract. The CONTRACTOR shall not block traffic lanes on adjacent streets without the expressed consent of the DISTRICT. When traffic lanes on adjacent streets are to be blocked, the CONTRACTOR shall notify the DISTRICT of the specific times during which the street(s) will be blocked.

SECTION VII. SAFETY

The CONTRACTOR is hereby specifically informed that under the contract he has the sole responsibility for the safety of his work, including his workers, equipment and that of subcontractors or of the general public as they may come in contact with the work.
The Engineer or Inspector has specifically not been hired to review CONTRACTOR'S safety or methods of operation.

The Contractor shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of, or connected with, rendition of services herein rendered. The Contractor shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of the CONTRACTOR or its subcontractors under this Agreement.

SECTION VIII. PAYMENT

Payment will be made as follows:

a. First payment when the 14 model 610 doors are delivered to site $120,000.00
b. For the next three payments, divide the remaining balance into three equal payments ($61,840.40 each) so that after installation of six doors there is a payment, same after the next six doors and final payment after the last six doors are installed.

SECTION IX. SECURITY REQUIRED

All bids shall be presented under sealed cover and shall be accompanied by a bidder's security in an amount not less than 10 percent of the bid in one of the forms authorized by California Public Contract Code section 20724, i.e., cash, a cashier's check payable to the District, a certified check payable to the District, or a bidder's bond executed by an admitted surety insurer, made payable to the District. Additionally, if the bid amount is in excess of $25,000 then a payment bond will be required before performance of the work pursuant to Civil Code Section 3247.

SECTION X. EQUIPMENT SPECIFICATION

1. Contractor will replace doors numbered 1,4,7,11,12,13,21,22, and 26 with commercial series service doors, electric power with manual chain over ride and best configured as to fit existing opening. Doors will meet or exceed wind load design 20 PSF.
2. Door 2 to be added to nonexistent door area wall, panel type door to be sized for wall area. Made for industrial use, electric control with four (4) remotes, Stem wall cutting and all construction necessary to accommodate door installation will...
be pre-approved by the District prior to construction and installation and any permits that may be required. Color to be determined.

3. Door 3 will be replaced with new sectional door, electrical-operated with manual chain override to best fit in existing size opening door frame and will be of industrial grade metal, weather-sealed on both sides with a floor seal.

4. Door 5 to be replaced with roll up door to best fit existing door opening, manual control, lockable.

5. Doors 6 and 6A replace with exterior entry doors, swinging inside and lockable with commercial grade door handles. Opening on stem wall alteration will be an added cost to the District.

6. Door 8 replace panel door with roll up door, manual chain lockable inside.

7. Door 25 replace with roll up door with manual chain lockable inside.

8. Doors 16 and 18 will be installed at a location to be determined at a later date. District will take all responsibility of insuring the doors' new locations will meet County codes and any engineering that may be needed in facilitating the installation of Doors 16 and 18.

9. All roll-up doors are to be of 22 gauge galvanized steel in accordance with ASTM A 653 and receive rust-inhibitive, roll coating process, including 0.2 mils thick baked-on prime paint, and 0.6 mils thick baked-on polyester top coat, color to be determined.

10. All doors to be weather-sealed at bottoms of doors, except Doors numbered 1 and 3, which will be sealed on both sides and bottoms. Doors 6 and 6A will be sealed top, sides and bottoms. Door 6A will require stem wall cutting and door frame modification to receive new full-size door. District will make all necessary repairs and modifications necessary to accommodate installation of new full-size door, which will be installed by Contractor.

11. All electric motors will be UL listed as recommended by manufacture for lift load and speeds. Outside controls will be weather proof.

12. Contractor will be responsible for all electric power connections and junction boxes necessary within a 25-foot radius to operate doors.

13. District will be responsible for any building permits that maybe required by county building department.

14. Materials and workmanship are warrantied as follows: Parts – 15 months; Labor – three (3) years. Manufacturer warranties are as provided by manufacturer.
HUMBOLDT BAY
HARBOR, RECREATION AND CONSERVATION
DISTRICT

P.O. BOX 1030
Eureka, California 95502
(707) 443-0801
(707) 443-0800 fax

Date Filed______________

<table>
<thead>
<tr>
<th>General Information</th>
<th>For Commission Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Name &amp; Address of Developer, Project Sponsor and Legal Owner</td>
<td></td>
</tr>
<tr>
<td>Coast Seafoods Company</td>
<td></td>
</tr>
<tr>
<td>25 Waterfront Drive</td>
<td></td>
</tr>
<tr>
<td>Eureka, CA 95501</td>
<td></td>
</tr>
<tr>
<td>2) Address of Project and Assessor’s block, lot and Parcel Number</td>
<td></td>
</tr>
<tr>
<td>1 TCF Drive</td>
<td></td>
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<tr>
<td>Samoa, California</td>
<td></td>
</tr>
<tr>
<td>The area known as Berth 2 and controlled by the Humboldt Bay Harbor, Recreation and Conservation District, including portions of Block 112, parcel numbers 21 and 11, APN # 401-112-011 and 401-112-021.</td>
<td></td>
</tr>
<tr>
<td>3) Name, Address and Telephone No. of Person to be contacted concerning this Project</td>
<td></td>
</tr>
<tr>
<td>Robert M. Smith</td>
<td></td>
</tr>
<tr>
<td>Plauché &amp; Carr LLP</td>
<td></td>
</tr>
<tr>
<td>811 First Avenue, Suite 630</td>
<td></td>
</tr>
<tr>
<td>Seattle, WA 98104</td>
<td></td>
</tr>
<tr>
<td>(206) 436-0615</td>
<td></td>
</tr>
<tr>
<td>robert@plauche carr.com</td>
<td></td>
</tr>
<tr>
<td>4) Attach list of names and addresses of all adjoining property owners: See Exhibit A</td>
<td></td>
</tr>
</tbody>
</table>

| Application No. 15-05 |
| Application Type: |
| Franchise [ ] |
| Permit [ ] |
| Lease [ ] |

| B. Date Received by Harbor District |
| C. Date Accepted for filing by BOC |
| D. Date of Public Notice |
| E. Date of Acceptance EIR or Negative Declaration |
| F. Date of Public Notice |
| G. Date of Public Hearings |
| H. Date of Approval |
| Disapproval [ ] |
| Conditional [ ] |
| Approval [ ] |
5) List and Describe any other related Permits & Other Public Approvals required for this Project, including those required by City, Regional, State & Federal Agencies.

See Exhibit B

6) Existing Zoning District: MC/A

7) Proposed Use of Site (Title of Project for which this form is filed):

*Installation of saltwater intake and discharge pipes along an existing pier facility at the Humboldt Bay Harbor, Recreation and Conservation District's Berth 2 Facility to support Coast Seafoods Company's Berth 2 Facility Mariculture Project (the “Project”). See Exhibit C.*

Describe in detail the proposed project:

Answer all questions completely on a separate sheet of paper. If the question does not apply to your project, so indicate by marking N.A. If you have questions, please contact the Harbor District Office.

**Project Details**

8. Site Size

The site will consist of portions of Parcels 401-112-011 and 401-112-021 and associated uplands, as shown in Exhibit D. Parcels 401-112-021 and 401-112-011 are approximately 65.5 and 15.7 acres, respectively. The Project’s use of tideland Parcel 401-112-011 will be limited to an easement for use of the Humboldt Bay Harbor, Recreation and Conservation District’s ("Harbor District") existing dock facility for the purpose of operating intake and discharge pipes, as shown in Exhibit D; the existing dock and associated easement extends into parcel 401-112-021. The project will also utilize upland warehouse and parking facilities on Parcel 401-112-021.

9. Square Footage

N.A.
10. **Number of floors of construction**

The only construction will be to install saltwater intake and discharge pipes along the existing dock and pier structures.

11. **Amount of off-street parking provided**

N.A.

12. **Attach plans**

See Exhibit D.

13. **Proposed scheduling**

Scheduling is dependent on permitting requirements and the time necessary to obtain permits. However, the saltwater intake and discharge pipes will be installed as soon as practicable following approval of all necessary permits.

14. **Associated projects**

The intake and discharge piping is associated with Coast Seafoods Company ("Coast")’s proposed shellfish hatchery, to be located in an existing warehouse owned by the Harbor District on the upland portion of Parcel 401-112-021. Seed grown in the hatchery will be placed in floating upweller systems for further grow-out, which would be located on subtidal parcels leased from the Harbor District as part of its Mariculture Pre-Permitting Project.

15. **Anticipated incremental development**

N.A.

16. **If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.**

N.A.

17. **If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities**

N.A.

18. **If industrial, indicate type, estimated employment per shift, and loading facilities.**

N.A.

19. **If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.**
20. If the project involves a variance, conditional use or recognizing application, state this and indicate clearly why the application is required.

N.A.

Are the following items applicable to the project or its effects? Answer yes or no. Discuss all items answered yes.

21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.
   No.

22. Change in scenic views or vistas from existing residential areas or public lands or roads.
   No.

23. Change in pattern, scale or character of general area of project.
   No. The existing general area of the Project is industrial in nature and the proposed use would not alter the pattern, scale or character. Project activities will be consistent with the current setting and use of the upland parcel for shellfish aquaculture operations.

24. Significant amounts of solid waste or litter.
   No.

25. Change in dust, ash, smoke, fumes or odors in vicinity.
   No.

26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
   No. Prior to being discharged back into the bay, water from the seed setting facility will be brought back to ambient bay water temperatures. Because bivalve larvae are filter feeders, water returned to the bay will typically be lower in organic matter and other detritus than the water taken into the facility. There are no anticipated negative impacts on surface or groundwater quality associated with the Project or alteration of existing drainage patterns.

27. Substantial change in existing noise or vibration levels in the vicinity.
   
   A. During Construction
      
      No.

   B. During Project Utilization
28. Site on filled land or on slope of 10% or more.

N.A.

29. Use of disposal or potentially hazardous materials, such as toxic substances, flammable or explosives.

No, the proposed saltwater intake and discharge pipes will not require the use of any toxic, flammable, explosive or otherwise hazardous materials.

30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).

No.

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).

No.

32. Relationship to larger project or series of projects.

The intake and discharge pipes are associated with Coast’s hatchery facility, which will be used to grow shellfish seed to be cultivated on Coast’s leased and owned tidelands in Humboldt Bay. Coast currently has an application under consideration with the Harbor District to permit an additional 622 acres of farmed area. Seed grown in the hatchery will be placed in floating upweller systems for further grow-out, which would be located on subtidal parcels leased from the Harbor District as part of its Mariculture Pre-Permitting Project.

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site. Snapshots or polaroid photos will be accepted.

The Project is located 1 TCF Drive, Samoa, California. The property is owned by the Harbor District and is located north of the Eureka Municipal Airport near Samoa, on the west side of the entrance channel of Arcata Bay. The site was formerly an upland pulp mill facility.

There is an existing pier on the site that extends approximately 636 feet from shore with a typical width of 25 feet (see Exhibit D). The dock has a T-Shape with the waterward edge consisting of several dolphins connected by a wooden walkway. The dock also has a finger pier extending northward by about 300 feet and located approximately 370 feet from shore. Industrial piping is currently attached to the
structure and pier, including piping for saltwater intake and discharge associated with Taylor Mariculture, LLC’s (“Taylor”) existing mariculture operation on-site.

The shoreline adjacent to the pier consists of riprap armoring with limited to no native riparian vegetation present. There are two thin bands of eelgrass between the existing finger pier and the shoreline. See Exhibit C.

34. **Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.) intensity of land use (one-family, apartment houses, shops, department stores, etc.) and the scale of development (height, frontage, setback, rear yard, etc.) Attach photographs of the vicinity. Snapshots or polaroid photos will be accepted.**

The warehouse owned by the Harbor District on Parcel 401-112-021 is currently used by Taylor for shellfish aquaculture activities similar to those being proposed by Coast. The other properties surrounding the Project site are vacant industrial properties. There is a vacant paper mill to the Project’s immediate west. The properties to the northwest and southwest are vacant industrial parcels. Humboldt Bay lies to the North, East and South of the Project. Plants in the upland consist primarily of invasive species and non-native grasses. There are no known historic and cultural resources. Photos of the site are attached as Exhibit E.

--- **Questions 35; 36 and 39 MUST BE ANSWERED!** ---

35. **How will the proposed use or activity promote the public health, safety, comfort, and convenience?**

The Harbor District’s Humboldt Bay General Plan supports and promotes the development of mariculture facilities such as the Project. The State of California similarly encourages mariculture as a coastal-dependent use that should be promoted to augment food supply. The Project is consistent with these state and local policies; it will promote public health, safety, comfort and convenience by growing the local mariculture industry, which is an important and growing part of the local economy. The Project is expected to provide additional living-wage local jobs and is necessary for Coast’s lease in the Harbor District’s warehouse facility, which will contribute a stable source of revenue to the Harbor District through lease payments. In addition, the Project will benefit Coast and the local mariculture industry. The hatchery will address Coast’s need for a reliable source of healthy juvenile shellfish seed, depending upon future market demand. Coast requires an inventory of juvenile seed at specific times throughout the calendar year to ensure a steady supply of future marketable-size shellfish for distribution and sale. Currently, Coast does not operate a shellfish hatchery in the Humboldt Bay region. The closest Coast-operated hatchery is located in Washington State. The proposed shellfish hatchery will provide Coast with a local

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1 HFA-3 provides for the protection and designation of shoreside aquaculture facilities and activities. HFA-5 requires the Harbor District to identify additional aquaculture opportunities in Humboldt Bay.

2 See Section 30411(c) of the California Coastal Act.
reliable source of seed that will be used for its operations and as a possible seed source
for other shellfish growers.

36. How is the requested grant, permit, franchise, lease, right, or privilege required
by the public convenience and necessity?

The Project is required by both the public convenience and necessity, consistent with
the Harbor District’s enabling legislation. First, the Project is reasonably required to
promote the growth of the mariculture industry in Humboldt Bay. Specifically, the
Project is necessary for Coast to utilize its lease of a portion of the Harbor District’s
warehouse facility, given that Coast’s proposed hatchery operation requires a
continuous supply of clean seawater to grow shellfish seed, which will be utilized
through a flow-through system prior to being discharged back into Humboldt Bay.

The proposed saltwater intake and discharges pipes will be constructed on an existing
pier facility that already accommodates industrial piping, including for the Taylor
mariculture project on-site. Installing additional intake and discharge pipes constitutes
a minor alteration to the existing dock and pier facilities and is an efficient use of
existing structures and facilities. The only natural resource proposed for utilization is
water from Humboldt Bay, which will be piped into the upland facility via the
proposed saltwater intake and discharge pipes. In Phase II of the Project, Coast plans to
build an upland algae growing facility to supply food to the shellfish; nutrients may be
added to the water used in the algae growing facility. Trace amounts of added nutrients
that are not consumed by the algae and small amounts of algae that is not consumed by
the shellfish may be present in discharge water. However, because bivalve larvae are
filter feeders, the water being discharged often contains lower amounts of organic
material and other detritus than when the water is taken into the facility.

37. Financial statement:
   A. Estimated cost of the project.

The estimated cost of Phase I of the project, including installation of the saltwater
intake and discharge pipes, is $150,000.

   B. How will the project be financed.

The project will be financed directly by Coast’s parent company, Pacific Seafood
Group.

38. Describe fully directions necessary to arrive at project site.

The site is accessed through the town of Samoa off of the Samoa Highway. Take exit
255 from Eureka, across the Highway 255 Samoa Bridge. From the Samoa Bridge,
proceed south on the Samoa Highway approximately 1.5 miles and turn left (east) onto
Samoa Pulp Lane. Turn right onto TCF Drive and proceed approximately 0.3 miles to
the Freshwater Tissue security gate. From the security gate, turn left and proceed
approximately 0.2 miles to the parking area at the foot of the existing pier.

39. Will the Applicant agree that as a condition of the permit being issued
subject matter of this application and permit, including, but not limited to, attorney’s fees, costs of suit, and costs of administrative records obtained by or awarded to third parties pursuant to the California Code of Civil Procedure Section 1021.5 or any other applicable local, state, or federal laws, whether such attorneys’ fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims for attorneys’ fees and costs of administrative records in connection with the subject matter of this application and permit?

Yes.

NOTE

The District hereby advises the Applicant that, under California Public Resources Code Section 21089, the District when a lead agency under the Environmental Quality Act of 1970, as amended, pertaining to an Environmental Impact Report (EIR) or a Negative Declaration may charge and collect from the Applicant a reasonable fee in order to recover the estimated costs incurred by the District in preparing an Environmental Impact Report (EIR) or Negative Declaration for the project and the procedures necessary to comply with the provisions of the public resources code on the Applicant’s project. In the event your project contains an analysis of issues pertaining to the Environmental Quality Act of 1970, as amended, for which District staff is not competent to independently review, or District requires the same in preparation of an Environmental Impact Report (EIR) or Negative Declaration for the project, the District may retain a reviewing consultant to evaluate the content of the Administrative-Draft EIR and Final EIR or Negative Declaration with respect to these issues. The cost of such reviewing consultant services shall be borne by the Applicant.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Dated: 11/12/15

For [Signature]
Coast Seafoods Company Harbor, Recreation and Conservation District Application

**LIST OF EXHIBITS**

<table>
<thead>
<tr>
<th>Name of Application Attachments</th>
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</thead>
<tbody>
<tr>
<td>A  List of Adjoining Property Owners</td>
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<tr>
<td>B  Related Permits and Other Public Approvals</td>
</tr>
<tr>
<td>C  Project Description</td>
</tr>
<tr>
<td>D  Site Plan</td>
</tr>
<tr>
<td>E  Site Photographs</td>
</tr>
</tbody>
</table>
## Exhibit A: List of Adjoining Property Owners

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>40112205</td>
<td>Freshwater Tissue Company, Samoa Pulp Mill</td>
<td>Box 248</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Samoa, CA 95564</td>
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<tr>
<td>40112204</td>
<td>Freshwater Tissue Company, Samoa Pulp Mill</td>
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<tr>
<td>40111212</td>
<td>Humboldt Bay Harbor, Recreation and</td>
<td>PO Box 1030</td>
</tr>
<tr>
<td></td>
<td>Conservation District</td>
<td>Arcata, CA 95502</td>
</tr>
<tr>
<td>Permit or Approval</td>
<td>Responsible Agency</td>
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<tr>
<td>Coastal Development Permit</td>
<td>California Coastal Commission</td>
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<tr>
<td>Rivers and Harbors Act Section 10 Permit</td>
<td>United States Army Corps of Engineers</td>
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<tr>
<td>Waiver of Waste Discharge</td>
<td>North Coast Regional Water Quality Control Board</td>
<td></td>
</tr>
</tbody>
</table>
Coast Seafoods Company: Berth 2 Facility Mariculture Project
Description of Proposed Intake and Discharge

Coast Seafoods Company (Coast) proposes to construct and operate a saltwater shellfish hatchery ("Project") on upland portions of the former Freshwater Tissue pulp mill site known as Berth 2; Coast is leasing the site from the Humboldt Bay Harbor, Recreation and Conservation District (Harbor District or District). In order to supply the hatchery facility with seawater, Coast is also proposing to install saltwater intake and discharge piping along an existing on-site dock and pier structure, as described below. Taylor Mariculture LLC (Taylor) already operates an upland shellfish hatchery on the same site.

1. Existing Uses On-Site

The Project is located in Humboldt County, California. The upland portion of the Project would be primarily located in an existing, 131,650 square foot warehouse owned by the District. Taylor's mariculture operation is located in approximately 6,500 square feet of the same warehouse; Taylor's operation will be immediately south of Coast's proposed hatchery facilities. The project site and surrounding uses are characterized by industrial uses associated with the former pulp mill.

The Project site also consists of the existing Redwood Terminal Berth 2 pier facility (RWT2) formerly associated with a pulp mill. The on-site pier is located northeast of the Eureka Municipal Airport near Samoa and is situated on the west side of the entrance channel of Arcata Bay. The typical width of the dock is 25 ft. The dock also has a finger pier extending northward about 300 feet located approximately 370 feet from shore. Taylor's operation includes nine floating upweller system rafts and three nursery rafts attached to the finger pier. Taylor also operates intake piping that brings water from Humboldt Bay for use in their upland hatchery operation and discharge piping that discharges water back to the Bay. A wastewater discharge pipe also runs from the warehouse to an existing leach field and septic system used by Taylor and the District southwest of the warehouse facility.

2. Description of Saltwater Intake and Discharge System

Salt water would be piped from the bay by four, 6-inch intake pipes. Two, 20 horsepower (hp), variable-speed electric pumps, capable of pumping up to 300 gpm each at any one time, would provide seawater to Coast's upland hatchery facility. Noise generated by the pumps is expected to be below background levels in the industrial area. The intakes will be enclosed by stainless steel screens that have been designed according to NMFS and California Department of Fish and Wildlife (CDFW) fish screening standards to be protective of fish life.1 The pumps and intakes would

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1 According to the California Department of Fish and Wildlife, the current screening standard is as follows: (a) round or square openings of no more than 3/32 inches or slotted/wedge wire openings of no more than 1.75 millimeters, a screen area of at least 5 square feet per cubic foot per second water volume intake, a minimum open area of 27%, and a maximum intake water approach velocity of 0.2 per second if a self-cleaning device is installed that clears the entire screen face at least once every five minutes; or (b) round or square openings of no more than 3/32 inches or slotted/wedge wire openings of no more than 1.75 millimeters, a screen area of at least 20 square feet
operate alternately, with the non-operating equipment serving as backup. The water would be discharged via two 6-inch pipes back into the bay.

Intake and discharge ends of the pipes will be submerged at all times (Figure 1). Intake pipes will be placed approximately six feet above the seafloor and discharge pipes approximately five feet above the seafloor. Intake and discharge pipes will be separated by approximately 50 feet, with the total length of the intake pipes at 825 feet and the total length of the discharge pipes at 875 feet (distance measured from the upland warehouse). Intake and discharge pipes will be installed under the existing gravel roadway that runs between the warehouse and the dock and attached underneath the dock. The piping will be run down to the water along one of the dock’s existing support pilings.

![Cross-section depiction of existing pier and proposed intake and discharge pipes.](image)

**Figure 1. Cross-section depiction of existing pier and proposed intake and discharge pipes.**

Coast proposes to construct the upland hatchery facility in two phases. The maximum average daily amount of water intake and discharge from/to Humboldt Bay during Phase I will be approximately 76,000 gallons per day. Phase II intake and discharges would be processed using the same pipes as Phase I uses. The maximum cumulative average daily amount of water discharged to Humboldt Bay from both Phase I and Phase II operations will be approximately 1,025,100 gallons per day, which will typically occur between March through November. Table 1, below, summarizes the approximate water use of the upland systems.

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per cubic foot per second water volume intake, a minimum open area of 27%, and a maximum water approach velocity of 0.05 feet per second if a self-cleaning device is not installed.
Table 1. Summary of System Water Use

<table>
<thead>
<tr>
<th>System</th>
<th>Water Source</th>
<th>Water Use</th>
<th>Discharge Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seed Setting Facility (Phase I)</td>
<td>Bay</td>
<td>75,000 gallons/day (up to 200 gpm)</td>
<td>Bay</td>
</tr>
<tr>
<td>Broodstock and Larvae (Phase II)</td>
<td>Bay</td>
<td>900,000 gallons/day (up to 600 gpm)</td>
<td>Bay</td>
</tr>
<tr>
<td>Microalgae Greenhouse (Phase II)</td>
<td>Bay</td>
<td>50,000 gallons/day (up to 200 gpm)</td>
<td>Bay</td>
</tr>
<tr>
<td>Total Max. Intake/Discharge from/to Bay</td>
<td></td>
<td>1,025,000 gallons/day</td>
<td></td>
</tr>
</tbody>
</table>

Because shellfish are filter feeders, the water that will be discharged back to Humboldt Bay will typically contain lower amounts of organic material and other detritus than the water taken into the upland facility. Water drawn from the Bay may be heated to between 74 and 76 degrees Fahrenheit prior to use. Discharge water will be run through a heat exchanger to be cooled before discharge and will be no more than 1 to 1.5 degrees Celsius above ambient Bay water temperatures when returned to the Bay. Discharge water may also contain trace amounts of algae from Coast’s proposed microalgae greenhouse facility, which will be constructed in Phase II of the project. Species of microalgae cultivated will include *Thalassiosira pseudonana*, *Skeletonema menzilii*, *Isochrysis spp.*, *Pavlova lutheri*, and *Tetraselmis spp.* Algae will be grown in a static system and used as feed for the shellfish larvae and broodstock. Nutrients will be added to the algae to assist with growth and will be consumed by the algae before the algae is fed to the shellfish larvae and broodstock. Finally, while small amounts of bleach (sodium hypochlorite) may occasionally be used to disinfect the broodstock and larvae facility, any wash water discharged back to the Bay will be pH neutralized using sodium thiosulfate per industry standards.
Photograph of existing on-site dock and pier facility.
Photograph taken from on-shore terminus of the existing pier, facing east.
Photograph of existing on-site warehouse facility.
Photograph taken from the southeast corner of the existing warehouse.

Coast Seafoods Company, Berth 2 Facility Mariculture Project
Exhibit D, Development Permit Application, Humboldt Bay Harbor, Recreation and Conservation District
Photograph of existing on-site dock and pier facility.
Photograph taken the southwestern side of the dock, facing north.

Coast Seafoods Company, Berth 2 Facility Mariculture Project
Exhibit D, Development Permit Application, Humboldt Bay Harbor, Recreation and Conservation District
Photograph of existing on-site dock and warehouse. Photograph depicts view from the end of the existing dock, facing west towards on-site warehouse.

Coast Seafoods Company, Berth 2 Facility Mariculture Project
Exhibit D, Development Permit Application, Humboldt Bay Harbor, Recreation and Conservation District
Photograph of existing on-site dock and pier facility.
Photograph taken from on-shore terminus of the existing pier, facing east.

Coast Seafoods Company, Berth 2 Facility Mariculture Project
Exhibit D, Development Permit Application, Humboldt Bay Harbor, Recreation and Conservation District
**HUMBOLDT BAY**
**HARBOR, RECREATION AND CONSERVATION DISTRICT**

P.O. BOX 1030
Eureka, California 95502
(707) 443-0801
(707) 443-0800 fax

Date Filed *12/7/2015*

<table>
<thead>
<tr>
<th>General Information</th>
<th>For Commission Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) Name &amp; Address of Developer, Project Sponsor and Legal Owner</td>
<td>A. Application No.</td>
</tr>
<tr>
<td>City of Eureka</td>
<td>15-06</td>
</tr>
<tr>
<td>1011 Waterfront Drive</td>
<td>Application Type:</td>
</tr>
<tr>
<td>Eureka CA 95501</td>
<td>Franchise [ ]</td>
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<td></td>
<td>Permit [ ]</td>
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<tr>
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<td>Lease [ ]</td>
</tr>
<tr>
<td>2.) Address of Project and Assessor’s block, lot and Parcel Number</td>
<td>B. Date Received by Harbor District</td>
</tr>
<tr>
<td>See attached Project Description (PD)</td>
<td></td>
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<tr>
<td>3.) Name, Address and Telephone No. of Person to be contacted concerning this</td>
<td>C. Date Accepted for filing by BOC</td>
</tr>
<tr>
<td>Project</td>
<td></td>
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<tr>
<td>Miles Slattery, Parks and Recreation Director</td>
<td></td>
</tr>
<tr>
<td>(707)441-4184</td>
<td></td>
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<tr>
<td>4.) Attach list of names and addresses of all adjoining property owners: See</td>
<td>D. Date of Public Notice</td>
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<tr>
<td>attached</td>
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<tr>
<td>5.) List and Describe any other related Permits &amp; Other Public Approvals required</td>
<td>E. Date of Acceptance EIR or Negative Declaration</td>
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<td>for this Project, including those required by City, Regional, State &amp; Federal</td>
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<tr>
<td>Agencies.</td>
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<tr>
<td>CDP, Nationwide and 401 Water Quality Certificate Permits</td>
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<td>F. Date of Public Notice</td>
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<td>G. Date of Public Hearings</td>
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<td>H. Date of Approval</td>
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<td>Approval [ ]</td>
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<td>6.) Existing Zoning District: Various (see attached)</td>
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<tr>
<td>7.) Proposed Use of Site (Title of Project for which this form is filed)</td>
<td>I. Expiration Date</td>
</tr>
<tr>
<td>Eureka Waterfront Trail</td>
<td>Comments</td>
</tr>
</tbody>
</table>


Describe in detail the proposed project:

See attached PD
Answer all questions completely on a separate sheet of paper. If the question does not apply to your project, so indicate by marking N.A. If you have questions, please contact the Harbor District Office.

Project Description

8. Site Size **See PD**
9. Square Footage **See PD**
10. Number of floors of construction **See PD**
11. Amount of off-street parking provided **See PD**
12. Attach plans **See attached MMP**
13. Proposed scheduling **See attached MMP**
14. Associated projects **Hikshari’ Trail (1st phase of Waterfront Trail)**
15. Anticipated incremental development **NA**
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected. **NA**
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities **NA**
18. If industrial, indicate type, estimated employment per shift, and loading facilities. **NA**
19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project. **See PD**
20. If the project involves a variance, conditional use or recognizing application, state this and indicate clearly why the application is required. **NA**

Are the following items applicable to the project or its effects? Answer yes or no. Discuss all items answered yes.

21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours. **No**
22. Change in scenic views or vistas from existing residential areas or public lands or roads. **No**
23. Change in pattern, scale or character of general area of project. **No**
24. Significant amounts of solid waste or litter. **No**
25. Change in dust, ash, smoke, fumes or odors in vicinity. **No**
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns. **No**
27. Substantial change in existing noise or vibration levels in the vicinity.
A. During Construction Yes
B. During Project Utilization No

28. Site on filled land or on slope of 10% or more. No

29. Use of disposal or potentially hazardous materials, such as toxic substances, flammable or explosives. No

30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.) No

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). No

32. Relationship to larger project or series of projects Hikshari' Trail (1st phase of Waterfront Trail)

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site. Snapshots or polaroid photos will be accepted. See PD

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.) intensity of land use (one-family, apartment houses, shops, department stores, etc.) and the scale of development (height, frontage, set-back, rear yard, etc.) Attach photographs of the vicinity. Snapshots or polaroid photos will be accepted. See PD

Questions 35: 36 and 39 MUST BE ANSWERED!

35. How will the proposed use or activity promote the public health, safety, comfort, and convenience? See PD

36. How is the requested grant, permit, franchise, lease, right, or privilege required by the public convenience and necessity? See PD

37. Financial statement:
   A. Estimated cost of the project. $5.2 million
   B. How will the project be financed. Grant funding

38. Describe fully directions necessary to arrive at project site. See attached map

39. Will the Applicant agree that as a condition of the permit being issued to Applicant, to indemnify and hold harmless the Humboldt Bay, Harbor Recreation and Conservation District from any and all claims,
demands, or liabilities for attorneys' fees obtained from or against demands for attorney's fees, costs of suit, and costs of administrative records made against District by any and all third parties as a result of third party environmental actions against District arising out of the subject matter of this application and permit, including, but not limited to, attorney's fees, costs of suit, and costs of administrative records obtained by or awarded to third parties pursuant to the California Code of Civil Procedure Section 1021.5 or any other applicable local, state, or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims for attorneys' fees and costs of administrative records in connection with the subject matter of this application and permit? Yes

NOTE

The District hereby advises the Applicant that, under California Public Resources Code Section 21089, the District when a lead agency under the Environmental Quality Act of 1970, as amended, pertaining to an Environmental Impact Report (EIR) or a Negative Declaration may charge and collect from the Applicant a reasonable fee in order to recover the estimated costs incurred by the District in preparing an Environmental Impact Report (EIR) or Negative Declaration for the project and the procedures necessary to comply with the provisions of the public resources code on the Applicant's project. In the event your project contains an analysis of issues pertaining to the Environmental Quality Act of 1970, as amended, for which District staff is not competent to independently review, or District requires the same in preparation of an Environmental Impact Report (EIR) or Negative Declaration for the project, the District may retain a reviewing consultant to evaluate the content of the Administrative-Draft EIR and Final EIR or Negative Declaration with respect to these issues. The cost of such reviewing consultant services shall be borne by the Applicant.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Dated: 2/1/15

For City of Glendale
PROJECT TITLE: Eureka Waterfront Trail

PROJECT APPLICANT: City of Eureka Parks and Recreation Department

PROJECT LOCATION: The Eureka Waterfront Trail (project) spans from south Eureka to northeastern Eureka paralleling the coast of Humboldt Bay and the west bank of Eureka Slough. The project runs from Truesdale Street (southern terminus) to Tydd Street (northeastern terminus). The project passes through public and private properties, but it is mainly within City property, City right-of-way (ROW) and the North Coast Railroad Authority (NCRA) railroad corridor.

The project alignment would pass through Assessor’s Parcel Numbers (APN) 007-031-004, 007-031-003, 007-031-002, 007-051-002, 007-051-009, 007-061-002, 007-071-003, 007-071-014, 003-062-024; 003-072-006; 001-011-010; 001-013-011; 001-014-003; 003-021-008; 003-031-002; 003-062-024; 003-072-003; 003-072-006; 003-082-006; 003-082-021; 003-082-022; 007-031-002; 007-031-003; and 007-031-004, 002-231-010; 002-231-002; 002-231-009; 002-231-012; 002-231-004; 002-231-021; 002-201-008; 002-252-028; 002-191-032; 002-191-035; 002-191-028; 002-231-008, 002-191-020, 002-191-025 and 002-191-026. And would cross through sections 3, 28, 21, 22, and 23 in Township 5 North, Range 1 West on the Eureka, California 7.5-minute U.S. Geological Survey quadrangle, Humboldt Base and Meridian.

ZONING & GENERAL PLAN DESIGNATION:
Zoning – Public (P); Coastal-Dependent Industrial (MC); Natural Resources (NR); Limited Industrial (ML); Waterfront Commercial (CW); Service Commercial (CS); Multi-Family Residential (RM-1000).
Land Use – Coastal Dependent Industrial (CDI); Community Commercial (CC); Natural Resources (NR); Core Coastal Dependent Industrial (C-CDI); Light Industrial (LI), Core Retail Commercial (C-RC); Public/Quasi-Public (PQP); General Industrial (GI); Waterfront Commercial (WFC); General Service Commercial (GSC); High Density Residential (HDR).

PROJECT DESCRIPTION:
The City of Eureka (City) is proposing to construct 3.75 miles of Class 1 multi-use trail (project) that will follow the Humboldt Bay coastline along the Eureka Waterfront. The project purpose is to provide substantial nature study opportunities, further enhance non-motorized transportation/commuter corridor access, increase pedestrian connectivity, and increase public access to and along Eureka’s Waterfront on Humboldt Bay. The project is intended to encourage nature study, appreciation of the environment and historic uses of the area, increase opportunities for active living to improve public health, increase the safety of non-motorized transportation, improve public safety, decrease transportation related carbon dioxide (CO₂) output, and recover native vegetation community values where possible. A formalized public access will channel the public into designated trail areas with the intention of decreasing environmental damage caused by illegal/unauthorized trespassing, camping, squatting, littering and dumping. This project seeks to initiate a transition of uses along the Waterfront Drive corridor and to improve safety and cleanliness. It also seeks to reclaim areas frequented by transients and the local homeless population.

The project is an important piece of the statewide initiative to complete the California Coastal Trail (CCT). The Eureka Waterfront Trail System and associated coastal access improvements are key elements in the City’s General Plan and Eureka City Council’s Strategic Plan 2013-2018.
The project would generally consist of a paved section designed to accommodate emergency vehicle access and two unpaved shoulders. Project-specific improvements include the Class I multi-use trail, boardwalk, six bridges, construction of trailheads, installation of interpretive signs, playgrounds, outdoor workout equipment, parking, landscaping, street crossing(s), roadway/sidewalks, lighting, fencing, drainage improvements, invasive plant removal and revegetation, and landscaping to buffer environmentally sensitive habitats (ESHA). Design standards are further described below under specific headings for Segments 1-23. Improved safety elements are integrated within the information below and would include improved trail surfaces (as deemed appropriate), American's with Disability Act (ADA) access, and signage.

Staging areas for Phase C of the project are shown in Attachment 3. These areas were chosen to avoid any potential impacts to special status species, riparian areas, and other sensitive habitats. These areas have direct access to the project site alignment utilizing existing roads, existing graded maintenance roads, and ROW that will serve as the route of travel for heavy equipment and operators. Temporary fencing around the perimeter of each staging area will be established around the staging area to prevent vandalism and public liability.

**TRAIL DESIGN**

The project has been designed to meet the operational needs of adjacent and intersecting roadways, the railway system, area businesses, and a variety of potential trail users. Planning, design, and implementation standards were derived from the following sources:

- Public Utilities Commission of the State of California: General Order No. 26-D: Regulations Governing Clearances on Railroad and Street Railroads with Reference to Side and Overhead Structures, Parallel Tracks, Crossings of Public Roads, Highways and Streets
- Caltrans: Highway Design Manual (Chapter 1000: Bikeway Planning and Design), 2006
- American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2004
- U.S. Department of Transportation (USDOT), Federal Highway Administration (FHA), Manual of Uniform Traffic Control Devices (MUTCD), 2003
- Institute of Transportation Engineers (ITE), Design and Safety of Pedestrian Facilities, 1998
- Rails-with-Trails: Lessons learned, U.S. Department of Transportation, August 2002
- Rails-to-Trails Conservancy, Rails-With-Trails, Sharing Corridors for Transportation and Recreation, 1996

The following General Design Characteristics would be used:

- Minimum tread width: 8 feet, but trail is primarily 10 feet wide
- Minimum shoulder width: 2 feet on each side of trail tread surface where space allows
- Minimum setback from edge of roadway to edge of tread: 5 feet (without a barrier)
- Minimum setback from edge of roadway to edge of tread: 2 feet (with barrier)
- Minimum setback from railroad track centerline to obstructions or edge of trail tread: 8.5 feet on tangent sections of tracks and 9.5 feet on curved sections of tracks
- Minimum setback from edge of tread to obstructions and buildings: 2 feet
• Minimum vertical clearance: 8 feet (10 feet if emergency vehicles use trail)
• Maximum design speed: 20 miles per hour
• Maximum gradient: 5 percent
• Minimum curve radius: 90 feet
• Maximum fence height: 48 inches
• Minimum fence height: 36 inches
• Minimum angle at which Trail can cross railroad tracks: 45 degrees
• ADA Accessibility: It is the intention to make all portions of the trail ADA accessible

Additional project design specifications include:

• **Structural Pavement Sections:** The trail will have a typical structural section that has approximately 6 inches of aggregate base and approximately 3 inches of asphalt concrete.

• **Segments Adjacent to Roadways:** In compliance with Federal Highway Administration (FHWA) and Caltrans standards for a Class I Bikeway, segments of the trail adjacent to roadways will be separated by 5 feet and include a physical barrier (concrete barrier or fence).

• **Roadway and Driveway Crossings:** Will be ADA accessible and include warning signage and markings both on the trail and the approaching vehicular way.

• **Signage and Striping:** Trail will include yellow centerline striping and additional warning signage and striping approaching intersections with existing roads and railroad crossings. In addition, signage would be added along the trail warning users of curves, bends, and other hazardous situations.

• **Speed Control:** Speed control can only be maintained through signage and striping; speed bumps and other surface irregularities are not permitted to control the speed of bicycles and other non-motorized vehicles.

• **Bollards:** Bollards will be installed at trail intersections and entrances to prevent vehicles from entering a trail, with a maximum separation of 5-feet between bollards. Bollards will be located adjacent to the trail with a removable center bollard for emergency and maintenance access. Bollards will not be located in travel lanes. Bollards will be visible to bicyclists and others, especially at night time, with reflective materials and appropriate striping guiding bicyclists around the center bollards.

• **Intersection Crossings:** Intersections will be improved with crosswalks with striping and ADA accessible curb ramps that meet current design standards. Trail approaches to intersections will include stop signs and stop bar (limit line) striping to stop trail users (particularly bicyclists) before they cross the intersection. In addition, at these locations, pedestrian crossing signage and “no motor vehicle” signage will be installed. Bollards will be installed at the mouths to the trail to inhibit vehicles from accessing the trail.

• **Drainage:** Design standards for the project require a 2 percent cross slope, except along cut sections where uphill water must be collected in a ditch and directed to a catch basin, in which case water will be directed under the trail in a drainage pipe of suitable dimensions.

• **Bridge Structures:** The seven bridges associated with the project will consist of pre-manufactured bridge structures comprised of aluminum. Bridges were designed to span the shortest distance between upland areas and at a length to avoid, to the maximum extent practicable, permanent wetland and ESHA impacts. The bridges will be supported on spread concrete footings. The bridges will include railings designed to comply with Class I and ADA standards. The slope of bridges will not exceed 5% grade in the direction of travel.

• **Boardwalk Structure:** a boardwalk structure will be constructed for a portion of the trail that crosses tidally influenced waters to allow tidal waters to pass under the trail without blocking tidal flows. The boardwalk will be approximately 8 feet wide between railings and will be comprised of pre-manufactured aluminum supported by 2-inch diameter helical piles. Helical piles were chosen to avoid noise related impacts as they are installed by screwing them into the earth as opposed to pounding. The boardwalk will be a minimum of 4 feet above salt marsh vegetation to avoid shading impacts. The boardwalk is designed to be the shortest path from each upland area around an archeologically sensitive adjacent parcel. For safety purposes the
boardwalk will include railings that are designed to comply with Class I and ADA standards. The slope of the boardwalk will not exceed 5% grade in the direction of travel.

- **Retaining Structures**: Where retaining structures are required adjacent to the bridge structures, they will consist of cast-in-place concrete walls. Along certain segments of the trail, welded-wire walls will be installed. Retaining structures will not exceed 5 feet in height.

- **Viewing Platforms and Interpretive Signage** – The viewing platforms and interpretive sign areas of the project will consist of raised deck platforms comprised of rail tie borders filled with crushed gravel. Each platform/sign area will include interpretive signs, benches, and/or landscaping. These areas will encourage an appreciation of the environment and the socio-cultural history of the area by providing opportunities for nature study. The opportunities include providing up-close views of local vegetation/habitats, mid-range views of Eureka Slough/Humboldt Bay, long-range views of the surrounding ridge lines, and interpretive signs that include information regarding local habitats and cultural/historical sites.

- **Directional/Wayfinding Signage** – Directional/Wayfinding Signage will be installed along Route 101 and along City streets to inform people of nearby Waterfront Trail. Directional/Wayfinding Signage will be installed at regular intervals to inform trail users of nearby connections to surface streets and nearby destinations.

- **Trailheads** – the trailheads associated with the project will include new or refurbished parking spaces, interpretive signs, gateway signage, kiosks, benches, restrooms, playgrounds, outdoor workout equipment and/or landscaping. Locations of the trailheads are identified in the segment-by-segment descriptions below.

- **Lighting** – There is only one new cobra head street light fixture included in this project along Waterfront Drive at a new mid-block crossing.

- **Habitat Mitigation** – Impacts to wetland and other habitats created by trail construction will be mitigated onsite. Impacts were avoided to the furthest degree possible, including reducing the trail width to minimum standards, by using long span bridges over sensitive habitat and installing helical piles rather than driven piles to support the boardwalk section.
Segment 1: Truesdale Street to Chevron Terminal
From the Truesdale Vista Point parking lot and Hikshari’ Trailhead southwest of the Truesdale Street/Howell Street intersection, the trail will begin northward via sidewalk to a crossing that has been designed at Truesdale Street. North of the crossing, the trail will continue within the NCRA railroad corridor on the east side of the railroad tracks up to the south Chevron property line. See Figure 2.1.

Signage  Safety-related signage associated with crossing of street intersection.

Segment 2: Chevron Terminal
This 450-lineal-foot trail section will start northward on the east side of the railroad tracks. At the Chevron access driveway the trail will cross to the west side of the railroad tracks and continue north until the northern edge of the Chevron property. The driveway/trail intersection has been designed to reduce conflicts between trail users and vehicles. See Figure 2.1.

Signage  Safety-related signage associated with crossing of driveway and street intersection.

Segment 3: North Boundary of Chevron to Parcel 4
The trail will continue north parallel to the NCRA railroad tracks on the west side of the railroad corridor. This 250-foot long section of trail will be narrowed to an 8-foot paved section with two 2-foot unpaved shoulders to minimize impacts to the adjacent wetlands and willows located on the west side of the tracks. An existing culvert will be extended to maintain drainage. See Figure 2.2.

Segment 4: Parcel 4 Trail Construction
This segment transitions from the NCRA ROW to an existing unpaved road that extends westward from the railroad tracks and then turns to continue moving northward through City of Eureka owned parcel 4. In the northern portion of parcel 4 the trail will turn east until it crosses back to the east side of the railroad tracks. This section of trail would be approximately 1,150 feet in length. The playground will be nature based with rock climbing wall, rope equipment, etc. See Figure 2.2-2.4.

Signage  Historical and nature study interpretive signage.

Trail Amenities  Viewing platforms and playground.
Segment 4 (continued) Parcel 4 Trail Concrete Remnant Removal and Recycling

Prior to construction of the trail in this segment, existing abandoned industrial concrete remnants will be removed and recycled. There are currently four onsite structures identified for removal (see Site Plan below). The four buildings are as follows, the Machine Shop, the Boiler House, the Steam Dry Kilns and the Concrete Reservoir. The walls of all buildings will be demolished and the concrete material will be ground down in the upland area adjacent to the buildings where it is clear of trees, shrubs, ESHA and wetlands (see Site Plan below). The foundations will remain in place in order to avoid impacts to adjacent wetlands and ESHAs. Once the concrete material is ground down, the resulting material will be applied as a base layer along the alignment for trail development.

Access points for construction equipment will be located near the Chevron gas terminal, the northeastern most corner of the Bayshore Mall parking lot and the foot of Vigo Street. All access points provide entry to the project site avoiding any ESHA or wetland impacts utilizing existing maintenance roads.

Staging will occur at the north end of the Bayshore Mall parking lot. The City owns that portion of the parking lot. This location was chosen because it is paved and secure. Any spills can be responded to and addressed immediately without any potential effects to adjacent ESHAs or wetlands. The area has direct access to the site utilizing existing graded maintenance roads that will serve as the route of travel for heavy equipment and operators. A temporary fenced perimeter will be established around the staging area to prevent vandalism and public liability.

![Concrete Remnant Removal and Recycling Site Plan](image-url)
Segment 5: Parcel 4 to Del Norte Street

In this section the trail reenters the NCRA right-of-way (ROW) where it will be constructed along an existing gravel pathway within the railroad corridor. The trail will consist of a 10-foot paved section and two 2-foot unpaved shoulders on each side. In those areas where there is wetland or ESHA impacts, the trail would narrow to 8-feet wide with two 2-foot unpaved shoulders. As the trail moves north it will cross a drainage ditch via a 20 foot pedestrian foot bridge and leave the NRCA ROW. The span of the bridge was chosen to avoid any wetland or ESHA impacts. From the bridge the trail will continue 850 feet north to Del Norte Street. See Figure 2.4-2.10.

Signage

Historical and nature study interpretive signage.

Trail Amenities

A cluster of outdoor gym equipment would be installed just east of the trail in the open upland area approximately 2,100 feet south of Del Norte Street, near Vigo Street. The footprint would be approximately 30 feet in diameter. There will also be two interpretive signs installed and two benches.

Segment 6: Del Norte Street Public Use Area & Fishing Pier

In this area, the trail would cross W. Del Norte Street, connecting both the Palco Marsh and the W. Del Norte Street Pier and day use area. See Figure 2.10.

Lighting

None

Multi-Use Trail

Improvements to Palco Marsh Trail access would include removal of existing gate and installation of an accessible trail ramp and motor vehicle access control features.

Parking

Overlay of existing parking area.

Railroad Crossing

Crossing of Railroad at Del Norte Street.

Roadway Crossing

Crossing of Del Norte Street.

Signage

Signage to indicate the start of each segment of trail will be located on either side of Del Norte Street, including a CCT insignia. Safety-related signage associated with crossing of Del Norte Street and Railroad; stop sign and stop bar (limit line) at crossing of Del Norte Street.

Trail Amenities

A restroom will be installed in the upland grass area at the western edge of the existing parking lot. Outdoor exercise equipment and a nautical themed playground will be installed in the upland grass area south of the existing parking lot. One trash receptacle cluster will be installed on the south side of the Del Norte Street crosswalk. The cluster will include trash, recycling and a pet waste station.
Segment 7: Del Norte Street to Waterfront Drive Crossing: Approximately 2,300 Feet
After the trail crosses Del Norte Street it turns west and crosses the railroad tracks, occupying the NCRA ROW. The trail then continues north parallel to a previously remediated linear wetland ditch which was contaminated by the former Eureka Plywood Mill. However, the project would not impact this ditch or its associated wetlands and would not impact groundwater. The trail will cross West 14th street and two driveways. The driveways will be paved and safety markings and signage will be installed on the trail to warn users that traffic may be present. The trail continues north on the west side of the railroad between the tracks and a drainage ditch along an existing unpaved access road (currently also used as a trail) until it transitions to an out-of-service spur to the Schneider Dock for approximately 300-feet. This segment of trail finishes on the west side of Waterfront Drive. See Figure 2.10-2.14.

**Landscaping**
Along this segment, non-native vegetation removal would occur in the area directly adjacent to the trail.

**Railroad Crossing**
North of W. Del Norte intersection. Temporary use of an out-of-service rail spur to the Schneider Dock.

**Roadway Crossing**
Crossing of West 14th Street and two private driveways.

Segment 8: Crossing of Waterfront Drive: Approximately 45 Feet
This segment of trail will be parallel to the west side of Waterfront Drive northeast of the existing rail spur to Schneider Dock. Shortly after crossing the rail spur the trail will cross an existing private driveway and then turn to the east and cross both lanes of Waterfront Drive (approximately 750 feet south of Washington Street). The crossing will have a 10’ wide pedestrian refuge island between the lanes, oriented to encourage trail users to see oncoming vehicular traffic. The trail would be designed to curve with Waterfront Drive in order to slow down bicyclists approaching the intersection. The intersection will be improved with a continental-style crosswalk with striping and ADA accessible curb ramps. The trail approach to the intersection will include a stop sign and stop bar (limit line) striping to stop trail users before they cross Waterfront Drive. In addition, at this location pedestrian crossing signage and “no motor vehicle” signage will be installed per the Manual of Uniform Traffic Control Devices (MUTCD). On the east side of the crossing the trail will continue north in parallel to the railroad tracks, within the NCRA ROW. See Figure 2.14.

**Lighting**
A new cobra head street light will be installed at the mid-block crossing of Waterfront Drive.

**Parking**
No new parking proposed. Current informal use of the rail corridor as a parking lot will be displaced. Parking is provided by employers and existing on-street parking opportunities. Approximately 200 feet of parking would be removed (red-striped).

**Roadway Crossing**
Crossing of Waterfront Drive

**Signage**
Safety-related signage for both trail and roadway traffic associated with crossing of Waterfront Drive; stop sign and stop bar (limit line) at crossing of Waterfront Drive.

Segment 9: Waterfront Drive Crossing to Washington Street: Approximately 739 Feet
Between the Waterfront Drive Crossing and Washington Street, the trail will continue north on the east side of Waterfront Drive within the NCRA ROW. After the crossing, the existing sidewalk will be removed and a 2-5 foot landscape area will be planted between the curb and the trail. Pavers will be strategically installed along the landscape area to provide trail access from on-street parking. A 4-foot,
vinyl coated, chain link fence will be installed between the trail and the railroad tracks. See Figure 2.14-2.15

**Landscaping**
Native species would be planted along edge of trail.

**Railroad**
Trail occupies NCRA ROW

**Signage**
Safety-related signage for both trail and roadway traffic associated with crossing of Washington Street; stop sign and stop bar (limit line) at crossing of Washington Street.

**Trail Amenities**
Bench at south side of Washington Street.

**Segment 10: Washington Street (Balloon Track) to Commercial Street: Approximately 2,900 Feet**

After Washington Street the trail will continue Northeast along the western edge of the Balloon Track property towards Commercial Street. Before the trail reaches Clark Slough, the existing sidewalk will be removed and a 2-5 foot landscape area will be planted between the curb and the trail. Pavers will be strategically installed along the landscape area to provide trail access from on-street parking. The trail will then transition onto one of the railroad tracks. The intent of moving the trail to this location is to avoid impacts to Clark Slough and to avoid the need to cross both sets of railroad tracks.

A short secondary trail will deviate from the primary trail and lead to a crosswalk across Waterfront Drive allowing trail users to safely access the Eureka Marina and Wharfinger Building. The existing parking at the Eureka Marina and Wharfinger Building will allow trail users to park and access the trail.

After the short secondary trail and as the main trail veres back towards Waterfront Drive, the existing sidewalk will be removed and a 2-5 foot landscape area will be planted between the curb and the trail. Pavers will be strategically installed along the landscape area to provide trail access from on-street parking. As the trail approaches Commerical Street, the project has been designed to curve towards Waterfront Drive in order to slow down bicyclists approaching the intersection. The intersection will be improved with a continental-style crosswalk with striping and ADA accessible curb ramps. Both trail approaches to the intersection will include stop signs and stop bar (limit line) striping to stop trail users before they cross Commerical Street. In addition, at these locations, pedestrian crossing signage and “no motor vehicle” signage will be installed. See Figure 2.15-2.20.

**Landscaping**
Same as previous segment.

**Multi-Use Trail**
Same as previous segment.

**Railroad Crossing**
The trail will occupy the rail corridor closest to Waterfront Drive, however, the trail will not cross the tracks.

**Roadway Crossing**
One crossing at Commercial Street and one crossing at Washington Street.

**Signage**
Safety-related signage associated with crossing of Commercial and
Washington Streets; stop sign and stop bar (limit line) at crossings.

**Trail Amenities**

One bench, one public art installation, and one trash receptical cluster will be installed near the Eureka Marina crosswalk across Waterfront Drive. The cluster will include trash, recycling, and a pet waste station.

**Segment 11: Commercial Street to Improved Railroad Crossing: Approximately 780 Feet**

After the Commercial Street intersection, the existing sidewalk will be removed and a 2-5 foot landscape area will be planted between the curb and the trail up until the private driveway entering the Balloon Track. Pavers will be strategically installed along the landscape area to provide trail access from on-street parking. From the private driveway to the railroad crossing, the trail will have a Eureka Boardwalk style stamped concrete pattern. The See Figure 2.20-2.21

**Landscaping**

Primarily native planting south of trail and between trail and sidewalk.

**Signage**

Safety-related signage associated with crossing of driveway and street intersection.

**Segment 12: Improved Railroad Crossing East of Commercial**

The trail will continue east on the south side of Waterfront Drive and have a Eureka Boardwalk style stamped concrete pattern. As the trail intersects the railroad it will turn south to cross the railroad tracks, at an approximately 60-degree angle, and will then continue east paralleling the tracks on the south side of the tracks. This crossing replaces the existing railroad/sidewalk crossing and will be an improvement in terms of bicycle and pedestrian safety. See Figure 2.21.

**Landscaping**

Replace existing sidewalk at rail crossing with vegetation to discourage undesired crossing.

**Railroad Crossings**

One railroad crossing at a 60-degree angle

**Signage**

Safety-related signage associated with crossing of railroad; stop sign and stop bar (limit line) at crossing of railroad.

**Trail Amenities**

Concrete pad for art installation.

**Segment 13: New Rail Crossing to C Street: Approximately 400 Feet**

From the New Railroad Crossing the trail continues east on the south side of the railroad tracks and parallels them until the trail joins up with an existing sidewalk. The sidewalk will be upgraded to have a Eureka Boardwalk stamped concrete. A 150’ length of seat wall will be added to the back of walk along the parking lot, similar in theme to the C Street Plaza. The trail will continue along this sidewalk until C Street. See Figure 2.21.

**Parking**

No new parking proposed. Existing Parking stalls will be modified to accommodate the trail, but there will be no loss of parking.

**Signage**

Safety-related signage associated with crossing of railroad; stop sign and stop bar (limit line) at crossing of railroad.
Segment 14: C Street Crossing
The multi-use trail would cross at the intersection of C Street and Waterfront Drive. The intersection would be improved with a continental-style crosswalk with striping and ADA accessible curb ramps where the trail would connect to the C Street Pedestrian Plaza and Fisherman’s Terminal. The trail approach to the intersection would include a stop sign and stop bar (limit line) striping to stop trail users before they cross Waterfront Drive. In addition, at this location, pedestrian crossing signage and “no motor vehicle” signage would be installed per the MUTCD. See Figure 2.21.

Roadway Crossing Improvement of one roadway pedestrian crosswalk of Waterfront Drive at C Street.

Signage Signage to indicate a CCT insignia, will be located at the corner of C Street and Waterfront Drive. Trailhead informational signage — including a map and user/safety guidelines — will be located at the west end of the adjacent parking area near an existing tree in the first block of the trail. Safety-related signage associated with crossing of C Street; stop sign and stop bar (limit line) at crossing of C Street.

Segment 15: Adorni/Halvorsen Trail to Edge of Shoreline Property:
The project connects to the existing Adorni/Halvorsen Trail at the northwest limit of the project area. A portion of the existing Adorni Trail will be realigned to provide a better transition between the existing trail and the new trail. Immediately east of the connection with the Adorni Trail the new trail will cross a small 20 foot pedestrian bridge over existing drainage ditch. The span of the bridge was chosen to avoid any wetland or ESHA impacts.

The trail will continue east along the edge of former fill areas adjacent to the coastal salt marsh and the edge of Humboldt Bay. The trail then approaches a tidally-influenced drainage channel referred to as “Wedge Slough.” A viewing platform and interpretive signage area will be installed where the trail turns southeast. West of Wedge Slough, the trail alignment turns southeast approaching a bridge structure to span Wedge Slough avoiding any permanent impacts to wetlands and ESHAs.

There is currently an approximately 9-foot grade differential between the existing west bank and east bank of Wedge Slough. The distance of this span is 90 feet, which would require a 10% grade to span from bank to bank. However, ADA requirements mandate that the trail surface shall not exceed 5% grade in the direction of travel. Therefore, in order to achieve these slope standards, the western approach to the bridge will be elevated by a small fill prism and the eastern approach will be cut slightly into the embankment.

The bridge will be a pre-manufactured aluminum bridge structure 113 feet 10 inches long to avoid wetland and ESHA impacts. The bridge will be supported on concrete abutments. The bridges will include railings that are designed to comply with Class I and ADA standards.

The trail will continue northeast from Wedge Slough crossing along the top of the existing embankment. A steep embankment drops down to the tidally-influenced edge of Humboldt Bay/Eureka Slough. The trail will wrap around the north edge of the Shoreline property and a viewing platform and interpretive signage will be installed. This viewing area will be situated at the approximate confluence of Humboldt Bay and Eureka Slough. From this viewing/interpretive
area the trail turns southeast along the top of the existing embankment, until the embankment terminates north of the boardwalk area (see Segment 16 below). A viewing area and interpretive sign will also be installed here at the edge of the upland Shoreline property behind the Blue Ox. At that point, the trail will transition down approximately 6 feet in vertical grade to get down to the grade of the boardwalk. In order to achieve maximum 5% grade (per ADA standards), the trail will need to be slightly cut into the embankment on the far eastern side of the Shoreline property.

Segment 15 will consist of a 10-foot wide Class I asphalt trail approximately 1,750 feet in length along the centerline of the trail. See Figure 2.22-2.25.

**Signage**
Historical and nature study interpretive signage.

**Trail Amenities**
Viewing platforms.

**Segment 16: Boardwalk Segment:**
The trail alignment continues southeast and transitions from being on Shoreline property on top of the embankment as a paved trail to being down in the boardwalk area as a boardwalk. The elevation difference from the top of the embankment to the boardwalk area is approximately 6 feet. The grade differential will be tied together by cutting slightly into the eastern bank of the Shoreline property and varying the height of the helical piles that support the aluminum boardwalk as the boardwalk transitions from the Shoreline property down to the boardwalk area.

Through the 559 foot boardwalk area segment of the project, the trail alignment crosses over an area that ranges from approximately 5 feet to 14 feet in elevation. In 2013 and 2014, the predicted maximum tide is 8.5 feet. Therefore, the boardwalk structure will be constructed throughout this segment to allow tidal waters to pass under the trail without impeding tidal flow and maintaining a 4 foot distance above vegetation to avoid shading impacts. The boardwalk will be 10 feet wide between railings and will be comprised of pre-manufactured aluminum, supported by 2 inch helical piles. Helical piles were chosen as they are screwed into the ground and do not require pile driving. Therefore, acoustical impacts to aquatic species will be avoided. The helical piles will be installed at low tide. All boardwalk spans will be 20 feet long.

The boardwalk structure will run southeast toward the area referred to as east field. The boardwalk will parallel Eureka Slough approximately 300 feet inland of mean sea level and is designed as the most direct route between the Shoreline property and east field avoiding the archeologically sensitive property of the Blue Ox Mill Works. The boardwalk ends at the northern edge of East Field. The total boardwalk segment is approximately 559 feet in length along the centerline of the trail. See Figure 2.25-2.26.

**Segment 17: East Field:**
The trail alignment passes along the western edge of the east field, which is southeast of the Blue Ox Mill Works. East Field spans between the boardwalk segment and the railroad crossing north of Y Street. East field is a large, flat, open, upland area located along the west bank of Eureka Slough. East field appears to be composed of fill that was historically placed on the native salt marsh. The trail will wrap around the west edge of East Field and be located a few feet on the inland side of the top of bank. A viewing platform and interpretive sign area will be installed where the boardwalk segment meets the east
field.

Due east of viewing platform/interpretive sign area (approximately 230 feet east) at the edge of the upland area an osprey platform will be installed. The platform would consist of a 12-inch minimum diameter wood pole and supports with a wood platform on top approximately 15-30 feet above the existing grade.

The area east of the trail alignment and north of the salt marsh wedge (adjacent to railroad) is under consideration as the project’s mitigation site. The fill would be excavated from this area and disposed of at a legal site. Grades would be lowered down to the pre-existing ground elevation and salt marsh would be reintroduced.

At the far southern end of Segment 17, the trail crosses over the NCRA railroad tracks. The southern terminus of Segment 17 is at a four-way trail junction connecting Segment 17, Segment 18, the Y Street spur, and the X Street Spur. Segment 17 will consist of a 10-foot wide asphalt Class I trail approximately 275 feet in length along the centerline of the trail. See Figure 2.26-2.27.

**Signage** Historical and nature study interpretive signage.

**Trail Amenities** Viewing platform.

**Y Street Spur trail:** Segments 17 and 18 merge at a four-way junction as described above. The southern leg of this 4-way junction is a small spur trail connecting to the far north end of Y Street on an existing informal trail/road. This spur trail will connect local non-motorized traffic from surface streets in northeast Eureka to the trail. A trailhead will be developed at the far north end of Y Street, which could consist of a kiosk, and re-configuration of existing parking. The Y Street Spur trail will consist of a 10-foot wide asphalt Class I trail 80 feet in length along the centerline of the trail. See Figure 2.27.

**Parking** Reconfigure with diagonal parking in City ROW and overlay existing parking area.

**Trail Amenities** Trash receptacle cluster and informational kiosk will be installed. The cluster will include trash, recycling, and a pet waste station.

**X Street Spur trail:** The western leg of this 4-way junction is a small spur trail connecting to the junction of the far northern end of X Street and the far eastern end of First Street. The eastern half of this spur trail parallels the NCRA railroad tracks along an existing trail. The western half of this spur trail turns southwest away from the railroad tracks and passes under and between mature Monterey pine trees along an existing trail/road. This spur will connect local non-motorized traffic from surface
streets in northeast Eureka to the trail. A small trailhead will be developed at the far eastern end of First Street, which could consist of a kiosk, and re-configuration of existing parking. The X Street Spur trail will consist of a 10-foot wide asphalt Class I trail approximately 300 feet in length along the centerline of the trail. A maximum of seven (7) non-native trees would be removed to construct the project. See Figure 2.27.

**Parking**
Reconfigure with diagonal parking in City ROW and overlay existing parking area.

**Trail Amenities**
An informational kiosk will be installed.

**Segment 18: Rail-with-Trail:**
A majority of Segment 18 is within the NCRA ROW and therefore must comply with NCRA policy. The setbacks from the railroad track required in this policy influenced the location and footprint of the trail in this segment. Throughout most of Segment 18, the trail is parallel to the railroad tracks.

At the north end of Segment 18, the trail turns south away from the railroad tracks and approaches the tidally-influenced drainage slough, Target Slough. The elevation difference between the north bank of Target Slough and the south bank of Target Slough is approximately 1 foot. The grade differential will be alleviated by placing a small amount of fill at the south end of Target Slough. The south abutment of the target slough bridge impacts approximately 165 square feet of Estuarine Saltmarsh. Ninety percent of the impact area is back from the top of bank in an area that is currently maintained (mowed inside the existing fence line). The bridge will be a pre-manufactured aluminum bridge structure, 79 feet 3 inches long, to span the existing 60 foot gap. The span of the bridge was chosen to avoid any wetland or ESHA impacts. The bridge will be supported on concrete abutments.

Segment 18 primarily consists of a 10-foot wide asphalt Class I trail. Segment 18 is approximately 725 feet in length along the centerline of the trail. See Figure 2.27-2.28.

**Segment 19: Existing Target Trail:**
An approximately 575-foot long Class I trail currently exists east of the existing Target shopping center just west of Eureka Slough. The project ties into this existing trail at the southern end of Segment 18 and at the northern end of Segment 20. Segment 19 consists of the existing Target Trail. With a small exception on the north end, no modifications are proposed to the existing Target Trail. The northernmost 100 feet of the existing Target Trail will be removed and replaced with a new trail segment realigned to accommodate the bridge over Target Slough (at the south end of Segment 18). The portion removed will be replaced with grass to match the areas adjacent to the existing trail. A viewing platform and interpretive sign area will be installed at the northern end. See Figure 2.28-2.29.

**Signage**
Historical and nature study interpretive signage.
**Segment 20: Undercrossing of Highway 101:**
Segment 20 begins where the trail ties into the southern end of the existing Target Trail. The trail will span a small tidally-influenced drainage channel and simultaneously pass under an existing electrical utility line. At less than 10 feet wide, the drainage channel will be spanned with a 20 foot long pre-manufactured aluminum bridge. This minor crossing of a storm channel shade impacts approximately 67 square feet of Estuarine ditch. Due to the trail passing under the US 101 bridges the crossing location for this ditch was constrained to a specific area. Trail design standards for vertical curves did not allow for raising the structure high enough to avoid shading impacts.

The trail then enters Caltrans ROW and immediately passes under the southbound bridge deck of Highway 101. The trail turns southwest in the area between the southbound and northbound bridges. The trail then turns south and passes under the northbound bridge deck of Highway 101 and approaches the tidally-influenced drainage channel referred to as First Slough. This is the deepest tidally-influenced water body to be crossed for the project. There are two 18-inch utility pipes aerially crossing First Slough in the direct vicinity of the project. It is necessary that the project does not cross over the exposed portions of these utility pipes due to maintenance responsibilities. Therefore, a bridge will pass directly west of these pipes.

The trail then reaches the northern bank of the tidally-influenced First Slough. There is very little elevation difference between the north bank of First Slough and the south bank of First Slough. The bridge will be a pre-manufactured aluminum bridge structure 65 feet 6 inches long, to span the 60 foot gap. Both abutments and the bridge impact approximately 1,239 square feet of Estuarine Habitat. Due to the trail passing under the US 101 bridges the crossing location for first slough was constrained to a specific area. The height of the bridge could not be raised to avoid shading impacts as additional fill would be required to raise the bridge structure, increasing impacts from filling wetlands. The bridge will be supported on concrete abutments.

Segment 20 will consist of a 10-foot wide asphalt Class I trail approximately 275 feet long along the centerline of the trail. See Figure 2.29.

**Segment 21: Shoreline RV Park:**
Segment 21 begins just south of the bridge over First Slough. At this point, the trail passes through an approximately 100-foot long grassy area along the northeast corner of the loop road around Shoreline RV Park. The City owns an easement deed granting the City a "twelve foot (12') wide non-exclusive easement for a pedestrian access inside the eastern property line of the RV park. The easement is coincident with existing pavement, for the most part. The project will occupy this 12-foot wide area on the eastern half of the eastern road of the RV Park from the north end of Segment 21 to the south end of
Segment 21. The eastern half of the roadway will become a two-way Class I trail, while the western half of the road will remain a vehicular way. Two portions of this Segment will require a short retaining wall, less than 4 feet in height. At the far southern end of Segment 21, the existing fence separating the RV Park from the City Sewer Pump Station will be modified to allow the trail to pass through.

A viewing platform and interpretive sign area will be installed near the northern end of Segment 21. Segment 21 will consist primarily of an 8-foot wide asphalt Class I trail approximately 920 feet in length along the centerline of the trail, due to the adjacent wetland impacts. The last 75 feet of this segment will be a 10-foot wide asphalt Class I trail. See Figure 2.30-2.31.

**Signage**  
Historical and nature study interpretive signage.

**Trail Amenities**  
Viewing platform.

**Segment 22: Hill Street Pump Station:**
Segment 22 passes an existing sewer pump station owned and operated by the City of Eureka. The pump station property is currently fenced around the entire perimeter to prevent public access. Just before entering the property, a pre-manufactured 31 foot, 4 inch long, and 8 foot wide aluminum bridge will be installed to cross a drainage ditch. The crossing of this palustrine emergent ditch has approximately 135 square feet of shade impacts. The height of the bridge could not be raised to avoid shading impacts as additional fill would be required to raise the bridge structure, increasing impacts from filling wetlands. On the pump station property, a 14-foot wide access road is located along the north side of the property. A swing-gate is located at the west side of the road. City staff is able to drive maintenance vehicles to the far west end of East Road, open the swing-gate, and then drive on the access road in order to access the facility. Within this segment, the project consists of repurposing the existing access driveway to serve as a Class I trail, constructing portions of new paved trail, relocating approximately 360 feet of existing chain-link fence, and relocating the existing swing-gate in the fence.

New paved trail will be constructed, parallel to the existing access road associated with the sewer pump station. New swing-gates will be installed just south of the access road. The trail will then turn south constructed on a fill prism and pass just east of an existing retaining wall. From the northwest corner of the property, the existing fence along the west side of the property will be relocated to the east side of the trail. The trail then leaves Segment 22.

Segment 22 will consist of a 10-foot wide asphalt Class I trail approximately 325 feet long along the centerline of the trail. See Figure 2.31.

**Segment 23: Eureka Community Health and Wellness Center to Tydd Street:**
After leaving the pump station property, the trail extends along the south side of the parking lots and buildings associated with the Eureka Community Health and Wellness Center, terminating at a trailhead on the property adjacent to the Center, ending on Tydd Street. From the end of Segment 22, the trail is
along the southeast side of an existing retaining wall. A viewing platform and interpretive sign area will be installed across from the southern end of the retaining wall. From that point, the trail turns west and will be just south of an existing gravel path up to the eastern edge of the Health and Wellness building, at which point another viewing area and interpretive sign will be installed. From that point, the trail tangents away from the existing gravel path and continues to the west behind the existing buildings. The trail will then pass between the toe of an existing berm and the southwestern-most corner of the building. The trail will then continue west on to the adjacent property. At the adjacent property, the trail will head southwest and then tangent to the west and connect to Tydd Street. The trail will terminate at Tydd Street.

Segment 23 will consist mostly of a 10-foot wide asphalt Class I trail approximately 710 feet long along the centerline of the trail. See Figure 2.31-2.32.

<table>
<thead>
<tr>
<th><strong>Parking</strong></th>
<th>No new parking proposed.</th>
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<tbody>
<tr>
<td><strong>Signage</strong></td>
<td>Historical and nature study interpretive signage.</td>
</tr>
<tr>
<td><strong>Trail Amenities</strong></td>
<td>Viewing platforms and picnic area. Trash receptacles cluster and informational kiosk will be installed. The cluster will include trash, recycling, and a pet waste station.</td>
</tr>
</tbody>
</table>
December 1, 2015

ENVR 15-41

Mr. Jack Crider  
Executive Director  
Humboldt Bay Harbor, Recreation and Conservation District  
P.O. Box 1030  
Eureka, CA 95502-1030

Subject: Humboldt Bay Harbor, Recreation and Conservation District Permit No. 13-04, Humboldt Bay Power Plant Intake and Discharge Canal Remediation Project

Dear Mr. Crider:

In January of 2014, the Humboldt Bay Harbor, Recreation and Conservation District (the District) issued Permit No. 13-04 to Pacific Gas and Electric Company (PG&E). In January of 2015, the District granted a one-year extension to the permit.

In accordance with Condition 6 of the subject permit, PG&E requests the District extend the permit for another one-year period. The project has encountered continuous delays due to technical issues associated with the coffer dam.

If you have questions, please contact me at 707-444-0719.

Sincerely,

[Signature]

James T. Salmon  
Environmental Manager

RECEIVED
DEC - 4 2015
H.B.H.R. & C.D.

CC: Loren Sharp, Director/Nuclear Plant Manager/PG&E
December 14, 2015

Jack Crider, CEO
Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, CA 95502-1030

Dear Mr. Crider and Board of Commissioners,

It has come to my attention that the lease allowing the Humboldt Yacht Club to moor our dinghy docks to “I” dock at the Woodley Island Marina is about to expire. I respectfully request that the Humboldt Bay Harbor, Recreation and Conservation District renew our lease under the same terms as before. A copy of our club’s liability insurance documentation covering these dinghy docks will be forwarded to your office.

As always, the Humboldt Yacht Club appreciates your support of our organization and recreational boating on Humboldt Bay.

Sincerely,

Bruce Braly, Port Captain
Humboldt Yacht Club
445-2285
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE A DINGHY DOCK

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

PERMITTEE:
Humboldt Yacht Club
Board of Directors
P.O. Box 445
Eureka, CA 95502

This Permit and Agreement is executed in duplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT", and HUMBOLDT YACHT CLUB BOARD OF DIRECTORS, a non-profit California corporation, Eureka, California, hereinafter referred to as "HYC".

WHEREAS, HYC has operated a dinghy storage raft (dinghy dock) in slip I-00-E at Woodley Island Marina since September 1, 1998; and

WHEREAS, HYC requested that DISTRICT continue to allow HYC to operate a dinghy dock as a fundraiser in Slip I-00-E at no charge, through December 31, 2018 for the purpose of storing, launching and retrieving dinghies; and

WHEREAS, Ordinance No. 9, Section 6.78, of the DISTRICT prohibits any commercial endeavor or charter service for hire, subparagraph (a), without a special permit from the DISTRICT;

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the DISTRICT of the request of HYC hereinabove referred to:

Humboldt Yacht Club
2015 Permit and Agreement
Page 1 of 5
THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. The term of this Permit and Agreement shall be for three (3) years commencing December 31, 2015, and terminating on December 31, 2018. DISTRICT or HYC 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 HYC with or without cause or reason by giving HYC sixty (60) days written notice of termination and HYC shall terminate their Dinghy Dock Operations sixty (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to HYC at P.O. Box 445 Eureka CA 95502.

In the event HYC 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 HYC's Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement shall terminate forthwith on the date of termination of HYC'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.

2. DISTRICT shall permit HYC, a non-profit organization, to operate their dinghy docks in Slip 1-00-E for the purpose of storing, launching and retrieving dinghies. Humboldt Yacht Club shall pay District the sum of ______________ 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.

3. On or prior to the date of the Agreement, to wit: December 31, 2015 HYC shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering HYC's operation of their Dinghy Docks pursuant to the terms of the Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring HYC from liability for bodily injury, death, or property damage as a result of their Dinghy Dock operation and shall name DISTRICT as an additional insured and provide DISTRICT with a Certificate of Insurance stating the amount of the insurance and proof that the DISTRICT is an additional named insured, and the agreement of said
insurance company that DISTRICT shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million dollars ($1,000,000.00) per occurrence. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, HYC shall forthwith cease and stop their Dinghy Dock operation at DISTRICT's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.

4. HYC shall, prior to commencing Dinghy Dock operations, obtain any and all necessary permits, if applicable.

5. HYC 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 HYC's Dinghy Dock operations and HYC 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, HYC agrees to hold harmless, indemnify, and hold DISTRICT non-responsible for any of HYC's Dinghy Dock 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.

6. HYC may place a sign on the Dinghy Dock, the size of which must be approved by the DISTRICT's Chief Executive Officer. HYC may place a directional sign for incoming traffic onto the Marina at a location and the type and size sign which is approved by the Executive Director of the DISTRICT, which shall reasonably conform in size, shape, and colors of the signs heretofore existing on the Woodley Island Marina.

7. This Permit and Agreement is not transferable or assignable by HYC without approval in writing by the DISTRICT. Any transfer of assignment or attempted transfer or assignment of this Permit by HYC shall be null and void.

8. This Permit and Agreement is non-exclusive and DISTRICT retains the right to enter into agreements with and grant permits to other persons or Dinghy Dock operators for the same purposes as set forth in this Permit and Agreement.
9. 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.

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

11. HYC is hereby notified by the DISTRICT that this Permit and Agreement to Temporarily Operate a Dinghy Dock in conjunction with the Berthing Permit and Rental Agreement for the Dinghy Dock for the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that HYC and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. HYC agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that HYC may be required to pay a possessory interest tax as a result of this Permit and Agreement to Temporarily Operate a Dinghy Dock in conjunction with the Berthing Permit and Rental Agreement for the Dinghy Dock for Woodley Island Marina. HYC hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. HYC agrees to and shall pay all possessory interest taxes levied any governmental agencies by reason of this Permit and Agreement to Temporarily Operate Dinghy Dock and their Berthing Permit and Rental Agreement for Dinghy Dock.

EXECUTED on December 17, 2015, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

RICHARD MARKS, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT
HUMBOLDT YACHT CLUB, BOARD OF DIRECTORS, a non-profit corporation, and Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: ________________, 2015

HUMBOLDT YACHT CLUB,
BOARD OF DIRECTORS,
A non-profit corporation

By _______________________
KENNY SULLIVAN, Commodore