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

DATE: March 12, 2015
TIME: NO CLOSED SESSION
6:00 p.m. Regular Session
PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order Regular Session at 6:00 P.M. and Roll Call
2. Pledge of Allegiance
3. Public Comment
   Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda.
   A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed
   separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda.
   Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is
   limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of
   special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of
   Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit
   for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board
   of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced
   by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular
   meeting of the District.

4. Consent Calendar: None
5. Communications and Reports
   a. Executive Directors Report
      • King Salmon Permitting
      • Boiler Sale
   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
   a. Discussion of Samoa Enhanced Trails Management Letter of Intent
8. New Business
   a. Consideration of accepting for filing application for Permit 15-03 to the Humboldt Bay National Wildlife Refuge for the White
      Slough Tidal Wetlands Restoration Project.
   b. Consideration of 2015 California Emissions-Ready Cummins Marine 750 HP QSK 19 T3 Turbo Engine Purchase Agreement
      with Cummins Pacific, LLC for $134,134.69.
   c. Consideration of lease with Stone Cold Chillin – Redwood Terminal 2.
   d. Consideration of adoption of Resolution 2015-02, A Resolution Authorizing Certain Harbor District Staff to Acquire Federal
      Surplus Property from the California State Agency for Surplus Property.
   e. Consideration of Letter of Support for Senate Bill 141.
9. Administrative and Emergency Permits
10. Adjournment
February 25, 2014

Humboldt Bay Harbor, Recreation, and Conservation District
Mr. Jack Crider
PO Box 1030
Eureka, CA 95502

Reference: Humboldt Bay National Wildlife Refuge
White Slough Tidal Wetlands Restoration Project

Dear Mr. Crider:

The Humboldt Bay National Wildlife Refuge's White Slough Tidal Wetlands Restoration Project will convert brackish marsh to more desirable salt marsh and other wetland habitats, remove three tide gates and a temporary Aqua Dam, improve the Chism Creek stream channel, reducing flood impacts and improving stream function, remove 2.0 acres of dikes, create 1.0 acre of new wetlands, and generally increase wetland function in the White Slough.

Enclosed please find a completed application for the White Slough Tidal Wetlands Restoration Project, including an attached Project Description and accompanying Concept Plans. Please contact me if you have any questions, concerns, or if you would like to visit the project site.

Sincerely,

[Signature]

Aldaron Laird
Trinity Associates

Enc.

Cc: Eric Nelson, HBNWR Manager
Date Filed __02/25/2015________________

<table>
<thead>
<tr>
<th>General Information</th>
<th>For Commission Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) Name &amp; Address of Developer, Mr. Eric Nelson, Manager</td>
<td>A. Application No. 15-03</td>
</tr>
<tr>
<td>Humboldt Bay National Wildlife Refuge</td>
<td>Application Type:</td>
</tr>
<tr>
<td>U.S. Fish &amp; Wildlife Service</td>
<td>Franchise</td>
</tr>
<tr>
<td></td>
<td>Permit [X]</td>
</tr>
<tr>
<td>2.) Address of Project and Assessor's block, lot and Parcel Number: Assessor Parcels:</td>
<td>B. Date Received by Harbor District</td>
</tr>
<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>
</tr>
<tr>
<td>Aldaron Laird, Trinity Associates</td>
<td></td>
</tr>
<tr>
<td>980 7th Street, Arcata, CA 95521</td>
<td></td>
</tr>
<tr>
<td>707-845-6877</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:riverplanner@gmail.com">riverplanner@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>4.) Attach list of names and addresses of all adjoining property owners (enclosed)</td>
<td></td>
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<tr>
<td>5.) List and Describe any other related Permits &amp; Other Public Approvals required for this Project, including those required by City, Regional, State &amp; Federal Agencies. Please see the complete list of project permits, included in the attached Project Description.</td>
<td></td>
</tr>
<tr>
<td>6.) Existing Zoning District: Coastal Zone, AE 60 acre minimum</td>
<td></td>
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<tr>
<td>7.) Proposed Use of Site (Title of Project for which this form is filed)</td>
<td></td>
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<tr>
<td>White Slough Tidal Restoration Project</td>
<td></td>
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<tr>
<td></td>
<td>I. Expiration Date</td>
</tr>
<tr>
<td></td>
<td>Comments</td>
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</tbody>
</table>
Describe in detail the proposed project:

Please see attached Project Description.

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
   The project will occur on 40.1 acres of the White Slough Unit of the Humboldt Bay National Wildlife Refuge.

9. Square Footage
   1,785,960 square feet

10. Number of floors of construction
    N/A

11. Amount of off-street parking provided
    N/A

12. Attach plans
    See Project Description: Appendix A.

13. Proposed scheduling
    Project implementation is expected to begin July 1 and commence by October 15th of 2015. Work will be phased over multiple construction seasons.

14. Associated projects
    None

15. Anticipated incremental development
    None

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.
N/A

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.

Yes. The project will remove: three tide gates, a temporary Aqua Dam (where a fourth tide gate failed in August 2014), and 2.0 acres of earthen dikes; and raise the elevation of brackish marsh by importing fill to support a more desirable salt marsh complex.

22. Change in scenic views or vistas from existing residential areas or public lands or roads.

No. The project will not alter a scenic view or vista. A short-term construction footprint will be visible from the Humboldt Bay Wildlife Refuge and California State Highway 101. Vegetation is expected to quickly regrow and long term scenic impacts will not occur.

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.

Yes, improved. The tidal cycle will be improved by removing three tide gates, the temporary Aqua Dam (where a fourth tide gate failed in August 2014), and breaching the existing dike in several locations. Additionally, Chisum Creek will be rerouted to better connect with White Slough and Humboldt Bay, reducing flooding and improving water quality. The existing brackish marsh will be converted to higher functioning salt marsh, continuing to provide water quality benefits commonly associated with wetlands (nutrient filtration, flood control, etc.)
27. Substantial change in existing noise or vibration levels in the vicinity.
   A. During Construction
      Yes. During construction, heavy equipment will be operating, causing
      some noise. Noise is not expected to be excessive.
   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.

31. Relationship to larger project or series of projects
   Yes. The project is described in the U.S. Fish and Wildlife Service’s Humboldt
   Bay National Wildlife Refuge’s Final Comprehensive Conservation Plan (2009),
   which describes management within the Refuge for a 15-year period.

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.

    Please see the attached Project Description document for a description of the
    Environmental Setting and associated photographs.

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.
Please see the attached Project Description document for a description of surrounding properties.

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

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

This project will improve the stream channel configuration of Chisum Creek as it flows into White Slough and Humboldt Bay, reducing flood impacts and improving water quality. The project will also restore inter-tidal wetland function of 40.1 acres of White Slough, improving water quality and opportunities for public enjoyment and recreation through resulting improvements to fish and wildlife habitats.

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

Like much of Humboldt Bay, the White Slough Unit of the Humboldt Bay National Wildlife Refuge was heavily altered through the construction of manmade dikes and wetland alteration. This project presents an opportunity to remove 2.6 acres of dikes and improve wetland quality and function over a very large project area, 40.1 acres in total. 1.0 acres of new wetlands will be created through project implementation. Project implementation will directly improve water quality and habitat integrity in the Refuge as well as Humboldt Bay overall.

37. Financial statement:
   A. Estimated cost of the project is $4.1 million
   B. How will the project be financed: U.S. Fish & Wildlife Service and California State Coastal Conservancy

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

Take the Hookton Slough exit off Highway 101. Follow signs to the Humboldt Bay National Wildlife Refuge Visitor Center. At the Visitor Center, staff can direct or accompany Harbor District personnel and/or board members to the project site as needed.

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 Applicants 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: March 2, 2015

Signature

For Eric Nelson, HBNWR Manager
Adjoining Property Owners

1. California Department of Transportation
   PO Box 3700
   Eureka, CA 95502-3700

2. North Coast Railroad Authority
   419 Talmage Road, Suite M
   Ukiah, CA 95482
White Slough
Tidal Wetlands Restoration Project

Project Description

Prepared By:
Trinity Associates
980 7th Street, Suite K
Arcata, CA 95521

February 2015
1 PROJECT APPLICANT
Eric Nelson, Refuge Manager  
U.S. Fish and Wildlife Service  
Humboldt Bay National Wildlife Refuge  
1020 Ranch Road  
Loleta, CA 95551

2 APPLICANT’S AGENT
Aldaron Laird  
Senior Environmental Planner  
Trinity Associates  
980 7th Street, Suite K  
Arcata, CA 95521  
707-825-8770  
riverplanner@gmail.com

3 PROJECT LOCATION
The White Slough Tidal Wetlands Restoration Project is located in the Humboldt Bay National  
Wildlife Refuge (Refuge), White Slough Unit (Figure 1). Additional project location information  
includes:
   - Latitude 40° 42' 12.8946” North, longitude 124° 12' 42.3288”  
   - U.S.G.S. “Fields Landing” 7.5’ quadrangle in Section 29 Township 4 North, Range 1  
     West, Humboldt Base Meridian  
   - Cal Watershed 18010102  

4 PROJECT PURPOSE
The purpose of the White Slough Tidal Wetlands Restoration Project (Project) is to restore salt  
mash habitat on diked former tidelands and to enhance existing brackish and freshwater wetlands.

5 PROJECT DESCRIPTION
Salt marsh restoration at the White Slough Unit (WSU) of the Refuge would occur in an area that  
consists of diked former tidelands. WSU includes approximately 61 acres of diked wetlands,  
consisting primarily of brackish marshes well as small areas of agricultural wetlands, freshwater  
mash, and riparian habitat.

Brackish marsh at the WSU is very low in species diversity, consisting of the native salt grass  
(Distichlis spicata), invasive sickle grass (Parapholis strigosa) and occasional non-native creeping  
salbush (Atriplex triangularis). As part of a functioning salt marsh, where it occurs as a more  
diverse association, this brackish marsh vegetation would be of much higher value. Behind the  
dikes it forms a near monoculture of low wildlife value and biodiversity.

For the purposes of this Project Description, the WSU will be described in terms of three subareas:  
North Unit (16 acres), West Unit (40 acres), and East Unit (4 acres, Figure 2).
Figure 1. Map of project location, including assessor parcel numbers (Humboldt County GIS, 2012 aerial photography).

Figure 2. West Unit, North Unit, and East Unit project sub-areas (2005 aerial photography).
The north and west subareas consist primarily of former tidelands that are presently brackish marsh, while the east subarea consists of brackish marsh and freshwater wetlands located east of Highway 101. A portion of the dike protecting the west subarea from tidal inundation failed on August 16, 2014. A temporary dam consisting of a heavy duty geotextile woven polypropylene tube filled with water (Aqua Dam) was installed in the breach approximately one week later.

5.1 North Unit
The North West Pacific rail road grade separating the North Unit from tidal influence has been rated moderately and highly vulnerable to breaching from erosion and overtopping by extreme tides (Laird and Powell 2013), the elevation of the North Unit is close to sea level, indicating that this area has not compacted or subsided significantly. Four existing tide gates in the North Unit will be modified with the removal of the tidegate flap to establish a muted tide cycle, and minor drainages will be cleared of obstructions to improve drainage connectivity to support tidal and brackish water wetlands.

5.2 West Unit
The dike separating West Unit from tidal influence is eroded and is overtopped at king tides; it has been rated highly vulnerable to breaching and overtopping (Laird and Powell 2013). As noted above, a portion of the dike on the southern perimeter of the subarea, failed in August 2014 and is currently patched with a water-filled cofferdam. Much of the brackish wetland vegetation within this subarea has died back and is converting to mud flat due to the inundation that occurred when the dike breached. Two tide gates are present in the dike, one near the northwest corner and one near the southern boundary of the unit. The southern tide gate blew out when the dike failed in that area. The northern tide gate is currently leaking, resulting in brackish conditions within the dike. In addition to the existing temporarily repaired breach, water is currently seeping through the dike in at least one location. The Refuge installs sandbags on part of the dike during the winter to reduce seepage. The diked wetlands in West Unit have compacted and subsided such that their current elevation is approximately three feet lower than that of the salt marsh on the Bay side of the dikes. Unless the existing breach in the dike is repaired or the proposed project is carried out, the dike will incur multiple breaches, brackish marsh areas in West Unit will be converted to mudflats, and the Highway 101 road prism south of the Tompkins Hill Road Interchange will be increasingly threatened with wave induced erosion and tidal flooding.

Project concept plans (50%) have been developed by the US Fish and Wildlife Service (USFWS) Coastal Program and the Refuge (Shea 2015). Up to 240,000 cubic yards of fill material will be imported in phases to the West Unit from a number of potential sources. The fill material will be graded to create a mosaic of tidal marsh plains, with salinities ranging from salt to fresh, including a network of tidal channels and two depressional wetlands/ponds (Sheets 11 and 12, Shea 2015). The initial phase will involve the construction of three earthen tidal ridges to divide the project area into four cells (Sheets 7 and 13, Shea 2015), allowing the project to proceed in phases as fill material becomes available. An existing earthen dike will be breached and its surface elevation lowered, and two tide gates removed to fully restore tidal inundation (Sheet 10, Shea 2015).

Chism Creek currently drains into West Unit; it is channelized and flows directly into Humboldt Bay. An elevated berm that will support brackish marsh vegetation will direct the flow of Chism Creek south in order to maximize the area exposed to variable salinities, creating a larger mosaic of freshwater, brackish, and salt marsh. In the absence of the berm, Chism Creek would flow directly west across West Unit into Humboldt Bay, influencing a significantly smaller portion of the project area wetlands (Sheets 11 and 12, Shea 2015). A secondary but important purpose of the project is to create a “living shoreline” of salt marsh plains to help protect the Highway 101 road prism from erosion by wave fetch and sea level rise.
Construction activities will be scheduled between July 1st and October 31st to avoid periods of precipitation, amphibian breeding, and bird breeding. Placement and grading of fill is anticipated to occur over two or three construction seasons due to the large amount of imported fill required for the project. The construction area will be stabilized over the intervening winter.

The proposed project takes into consideration impacts of relative sea level rise (SLR) (6mm/yr) on intertidal wetlands by providing surface elevations that will enable salt marsh to persist with approximately two or more feet of sea level rise (Sheet 5, Shea 2015). The proposed project will initially restore salt marsh habitat on a gradient that would culminate in upland-Riparian habitat. By 2050, with projected relative SLR rates, the area would transition to a mix of mud flats, tidal marsh, and upland-Riparian. By 2080, the area would likely support a mixture of mud flats and tidal marsh.

6 PROPOSED ACTIONS

Proposed actions are summarized below and detailed in the attached 50% Concept Plans for the White Slough Wetland Enhancement Project.

6.1 West Unit:

1. Develop construction site access via an undeveloped driveway from a County Road/U.S. 101 south bound on/off-ramp beneath Highway 101 overpass. Install temporary traffic advisory signage on the U.S. 101 off ramps. Build a stabilized construction entrance/exit pad (0.1 acres) and a stockpile area (0.8 acres). Two temporary crossings of remnant tidal slough channels will be constructed.

2. Construct three earthen tidal ridges to divide the project area into four basins. Tidal Ridge 1 (2.8 acres and 2,550 ft max. length 16,500 CY) will run along the eastern boundary of West WSU, Tidal Ridge 2 (0.8 acres and 700 ft max. length, 4,300 CY) will extend from Tidal Ridge 1 to the west to separate the Middle and South Basins, and Tidal Ridge 3 (2.6 acres and 2,300 ft max. length, 15,100 CY) will separate the North and Middle Basins (Appendix 3). The tidal ridges will have a top width of 20-feet and range in elevation between 8.5 feet and 9.0 feet NAVD 1988. The tidal ridges will be used as construction access roads. Tidal ridges will be graded and stabilized as needed to maintain equipment access during construction. A culvert with a fish-friendly flap gate will be installed to provide drainage from the Caltrans Basin into the South Basin (80 ft by 3 ft). Approximately 1,200 ft on the northern end of Tidal Ridge 1 will be extended to the east to meet the 9’ contour on the Highway 101 embankment.

3. A 20-foot setback gradient will be established around the perimeter of all existing open water channels and around proposed brackish water submergent and emergent wetlands areas. Several sections of old farm ditches that are currently wet will be filled. These ditches are remnant features that were excavated to provide drainage when the project area was in agricultural use.

4. The North, Middle, South, and CalTrans Basins will be further subdivided temporarily into areas of approximately 20,000 square feet (~0.5 acre) or less. Fill areas will be scraped if necessary to remove heavy vegetation, filled and graded in sequence, as described below (150,000 CY total). Up to 40 acres of brackish marsh and seasonal freshwater wetlands will receive fill to restore tidal wetland elevations.

   A. The remaining fill placement will be limited to a single basin at a time. If the marsh plain is flooded due to dike leakage, the basin under construction will be isolated from the adjacent drainage cells and dewatering will occur to remove water from the marsh plain surface during construction. Dewatering will require
placement of seine nets to block fish and placement of a pump intake line into wetted channels. Water will be discharged onto land into an adjacent (inactive) drainage cell.

B. Fill will be off-loaded, placed and graded to design elevations in each fill area.

C. Steps 6 and 7 will be repeated until all fill areas are complete. Access roads will be removed as work is completed. Removal consists of discing road surfaces and loosening the top six inches of soil. Reserved top soil and vegetation will be spread.

5. Excavate three breaches in the perimeter dike. There will be one dike breach in each of the North, Middle, and South Basins (93, 340, and 93 CY each respectively, 45, 85, 40 ft max. length each respectively). The breaches will be excavated to MLLW and have a bottom width of 10-15 feet, with 2:1 side slopes. Breaches may adjust over time through tidal action. Spread excavated material within fill areas.

6. Remove temporary cofferdam and existing tide gate (0 CY). Spread excavated material within fill areas.

7. Reroute discharge from Chism Creek from inboard ditch into newly constructed creek channel flowing through tidal wetlands complex to Humboldt Bay (0.2 acres, 820 ft max. length, 820 CY).

8. Lower the dike surrounding the WSU unit in three locations (0.5 acres, 1,110 ft max. length, 840 CY).

9. Demobilize equipment and remove all construction materials from site. Restore construction pad (0.1 acres) and stockpile area (0.8 acres).

6.2 North Unit:

1. Remove top-hinged 40 in. tide gate (0 CY).

2. Remove top-hinged 20 in. tide gate (0 CY).

3. Remove debris that has accumulated and buried a 36 in. box culvert to restore tidal inundation.

7 CONSTRUCTION DEWATERING AND STREAM DIVERSION SEQUENCING

Chism Creek has already been diverted to the north as a maintenance action through a temporary culvert to an existing in-board ditch channel along the south side of the railroad grade that drains to Humboldt Bay.

Installation of temporary block nets or fish screens in the tidal channels and Chism Creek will occur prior to all diversions or dewatering of any wetted channels, where work is to occur, to isolate and facilitate relocating any fish or amphibians. Relocation of fish and amphibians using electrofishing, seines, and dipnets will be coordinated with Department of Fish and Wildlife (DFW), Refuge, National Marine Fisheries Service (NMFS), and USFWS staff as appropriate. During, and immediately after de-watering an authorized fish biologist will conduct a survey of the areas being de-watered for stranded fish or amphibians. Any stranded fish or amphibians shall be collected, recorded, and relocated to adjacent waters with appropriate habitat conditions.

Aquatic habitat will be de-watered for the shortest time necessary to complete construction or excavation. Pumps used to de-water work areas will utilize a fish screen on the inlet of sufficiently sized mesh to prevent entrainment of Tide Water Goby.
8 PROJECT IMPACTS TO WATERS OF US AND STATE

Within the project’s limit of disturbance area (40.1 acres), construction activities will temporarily impact 0.9 acres and permanently impact 37.3 acres, or 38.1 acres total (Table 1). Construction activities include developing temporary stockpile areas and access roads, removing tide gates and breaching dikes, creating a stream channel, and placing fill to raise the elevation of the existing brackish marsh to create more desirable salt marsh and other habitats. As a result of project activities, the acreage of brackish marsh will substantially decrease, balanced by an increase in salt marsh habitat. Additional new habitats created or enhanced by the project include mud flat, stream channel, tidal pool and brackish pond habitats (Table 2). As a benefit of the project’s activities, 1.0 acre of salt marsh will be gained by removing dikes.

Table 1. Construction activities: permanent and temporary impact acreages.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Permanent (Acres)</th>
<th>Temporary (Acres)</th>
</tr>
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<tbody>
<tr>
<td>Develop construction pad and stockpile area</td>
<td>0</td>
<td>0.9</td>
</tr>
<tr>
<td>Develop Tidal Ridge 1, 2, and 3</td>
<td>6.2</td>
<td>0</td>
</tr>
<tr>
<td>Place fill in four project basins</td>
<td>30.3</td>
<td>0</td>
</tr>
<tr>
<td>Construct Chisum Creek stream channel network</td>
<td>0.2</td>
<td>0</td>
</tr>
<tr>
<td>Lower dike, leaving roosting islands</td>
<td>0.5</td>
<td>0</td>
</tr>
<tr>
<td>Remove three tide gate and breach perimeter dike in three locations</td>
<td>0.3</td>
<td>0</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>37.3</strong></td>
<td><strong>0.9</strong></td>
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Table 2. Project conversion of habitat types.

<table>
<thead>
<tr>
<th>Habitat</th>
<th>Pre (Acres)</th>
<th>Post (Acres)</th>
<th>Change (Acres)</th>
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<td></td>
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<tr>
<td>Channel</td>
<td>1.5</td>
<td>2.3</td>
<td>0.8</td>
</tr>
<tr>
<td>Brackish Pond</td>
<td>0</td>
<td>2.3</td>
<td>2.3</td>
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<td><strong>Wetlands</strong></td>
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<td><strong>Uplands</strong></td>
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<tr>
<td>Dikes</td>
<td>3</td>
<td>2</td>
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<td><strong>Total</strong></td>
<td>40.1</td>
<td>40.1</td>
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</tr>
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</table>

9 ENVIRONMENTAL SETTING

Property bordering the Project Area to the north along the Bay shoreline is open space owned by the Humboldt Bay Harbor, Recreation and Conservation District (Harbor District). The North Coast Railroad Authority (NCRA) property forms the Western border of North Unit and the Northern Border of West Unit. Property to the west of the Project Area is mudflat, open water, or tidal marsh that is either part of the Refuge or public trust lands managed by the Harbor District for open space. A major public transportation corridor, Highway 101, is located east of the North Unit, and runs between the West and East Units. The road prism forms the eastern boundary of the West unit and western boundary of the East unit. North and east of East Unit is Tompkins Hill Road and private property that consists of a small forested area, agricultural grazing land, and residential use. The College of the Redwoods Humboldt Bay campus is located south and east of East Unit.

The Refuge is located within the Pacific Flyway and provides important habitat as a key migratory stopover and/or wintering area for several species of waterfowl and shorebirds. Salmon Creek is
the only sizeable perennial stream that flows into South Bay and it supports several anadromous and pelagic fish species.

The Project area resides on diked former tidelands that were converted from salt marsh to pasture in the first half of the 20\textsuperscript{th} century. White Slough, at the south end of the Project Area remains open to full tidal influence west of Highway 101. Nearly the entire Project Area, except for the dikes, floods seasonally during periods of heavy precipitation in the winter and spring. The annual King tides nearly overlook this dike.

Please refer to the State Coastal Conservancy’s Draft Mitigated Negative Declaration for a more detailed environmental description (SCH# is 2015-022040).

10 REGULATORY COMPLIANCE

10.1 Federal

- Pursuant to Section 404 of the Clean Water Act the Refuge will apply for an Individual Permit to the United States Army Corps of Engineers (ACE) District Engineer for its proposed White Slough Tidal Wetlands Restoration Project activities.

- The Refuge will request a concurrence letter from the National Marine Fisheries Service (NMFS) that the Refuge’s determination that it’s White Slough Tidal Wetlands Restoration Project is not likely to adversely affect listed species or their critically designated habitat pursuant to Section 7 of the federal ESA and Section 305 of the Magnuson-Stevens Fishery Management Act (MSA).

- The Refuge will request concurrence from the USFWS that the Refuge’s determination that the White Slough Tidal Wetlands Restoration Project is not likely to adversely affect listed species or their critically designated habitat pursuant to Section 7 of the federal ESA.

- The Refuge will complete National Historic Preservation Act (NHPA) Section 106 Consultation with the State and Tribal Historic Preservation Officers (SHPO and THPOs).

10.2 State

- The Refuge will secure a Water Quality Certification (WDID No. 1B10009WNHU) pursuant to Section 401 of the Clean Water Act, which is administered by the North Coast Regional Water Quality Control Board (NCRWQCB).

- The Refuge will submit a request to the NCRWQCB for a waiver of Notice of Intent to secure a General Permit to discharge storm water associated with construction activities from the California’s State Water Resources Control Board for discharges associated with construction activities.

- The Refuge will secure a concurrence letter from the California Coastal Commission’s Federal Consistency Division. The letter confirms the Refuge’s Negative Determination that its White Slough Tidal Wetlands Restoration Project is not likely to adversely affect coastal resources pursuant to Section 307 of the Coastal Zone Management Act.

- The Refuge will secure a Streambed Alteration Agreement from the DFW, for its activities that will affect Chism Creek.

- The Refuge will secure an Encroachment Permit from Caltrans for Phase I activities (develop ingress and egress) across the State’s right-of-way for Highway 101, and secure a Encroachment Permit if sufficient fill is available for Phase III activities (fill placement in Caltrans’ right-of-way).
10.3 Local

- The Refuge will request a Development Permit from the Humboldt Bay Harbor, Recreation, and Conservation District for the modification of dikes and removal and modification of tide gates.

11 REFERENCES


2015 California Emissions-Ready
Cummins Marine 750 HP QSK 19 T3 Turbo Engine
Purchase Agreement

THIS AGREEMENT, MADE THIS 27th DAY OF FEBRUARY 2015, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the “DISTRICT” and CUMMINS PACIFIC LLC doing business as (an individual), or (a partnership), or (a corporation), hereinafter called “SUPPLIER.”

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

1. SUPPLIER will provide the Cummins Marine Turbo Engine described in Exhibit A, which is incorporated by reference as part of this Agreement.

2. SUPPLIER will furnish all of the equipment and other services necessary for the transportation and delivery of the Cummins Marine Turbo Engine described in Exhibit A.

3. SUPPLIER will commence the assembly of the Cummins Marine Turbo Engine upon notice of award and will complete the transportation and delivery of same on or before 5:00 PM, APRIL 27, 2015 unless the period for completion is extended otherwise by agreement of the DISTRICT.

4. SUPPLIER agrees to deliver the Cummins Marine Turbo Engine described in the Proposal Specifications, (Exhibit A) and comply with terms therein for the sum of $134,124.69.

5. Payment will be made within 30 days of delivery and acceptance by the DISTRICT.

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

7. SUPPLIER shall at its own cost and expense, procure and maintain a policy of Workers’ Compensation or Employer’s liability insurance for the protection of its’ employees engaged in the work required by this agreement.

8. SUPPLIER shall be responsible for procuring any necessary shipping costs for the delivery and the costs or fees for any transportation permits, and shall be responsible for any sales tax on the components used in the work.

9. SUPPLIER shall be responsible for all costs of shipping property to DISTRICT.

10. SUPPLIER shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective components and/or parts rendered by SUPPLIER and shall be
remedied by SUPPLIER on demand without cost to DISTRICT for a period of three (3) years on the housing of components and one (1) year on all internal parts commencing on the date of acceptance of Cummins Marine Turbo Engine by DISTRICT.

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

ATTEST:  
(Seal)  

By__________________________  
Jack Crider  
Executive Director

SUPPLIER (Seal)  

By__________________________  

__________________________  
Address

Reviewed:  

District Counsel
## EXHIBIT B

**PROPOSAL SHEET**
2015 California Emissions-Ready
Cummins Marine 750 HP QSK 19 T3 Turbo Engine

<table>
<thead>
<tr>
<th>Proposed Item</th>
<th>Proposed Amount</th>
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<tbody>
<tr>
<td>2015 California Emissions-Ready</td>
<td>$109,651.95</td>
</tr>
<tr>
<td>Cummins Marine 750 HP QSK 19 T3 Turbo Engine</td>
<td></td>
</tr>
<tr>
<td>Including listed items in Section 1. Scope of Work</td>
<td></td>
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<tr>
<td>Warranty and Training</td>
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<tr>
<td>3a Warranty</td>
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<tr>
<td>3c Training</td>
<td>$0.00</td>
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<td>Shipping and Handling Costs</td>
<td>$3,100.00</td>
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<tr>
<td>Taxes</td>
<td>$10,222.74</td>
</tr>
<tr>
<td><strong>Total Proposal</strong></td>
<td><strong>$134,134.69</strong></td>
</tr>
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</table>

**REFERENCES:** Please include names, addresses, and phone numbers of at least three comparable jobs. Please use additional sheet.

1. **Jeff B. Heston**, representing **Cummins Pacific LLC**

   do hereby certify the above bid as true and correct.
Project References:

Van Peer Boat Works
Chris Van Peer
32600 Hwy 20
Fort Bragg Ca
707-964-6712

Hunter Enterprise
Travis Hunter
70 C st
PO Box 336
Fields Landing Ca
707-498-0689

Lind Marine Inc.
Aaron Lind
100 E Dst
Petaluma Ca 94952
707-762-7251

Fab Cast
Tom Wilwerding
1711 2nd st
Eureka Ca
707-443-8514
# Marine Engine Quotation

**Date:** 2/23/2015  
**Quote #:** M15-028

## Customer Information
- **Company Name:** Humboldt Bay Harbor District  
- **Contact Name:** Allen Bobillot  
- **Address:** PO Box 1030  
- **City, State, Zip:** Eureka Ca 95502-1030  
- **Phone:** 707-443-6592  
- **Fax:** 707-443-0800  
- **email:** abobillot@humboldtbay.org

## Vessel Information
- **Make/Model:** Dredge  
- **Year:**  
- **Engine Make:** Cummins  
- **Engine Year:** 2015  
- **RPM:** 1600  
- **Boat length:**  
- **Engine Model:** QSK19 -M T3  
- **Drive type:** Reduction gear  
- **Estimated lead time:** 8 Weeks to ship

## Item Description

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Description</th>
<th>Materials</th>
<th>Total Materials</th>
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<tr>
<td>1</td>
<td>QSK19 750 T3</td>
<td>$109,533.77</td>
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<td>1</td>
<td>Twin Disc Coupler</td>
<td>$2,492.21</td>
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<tr>
<td>1</td>
<td>Encompass Extended Coverage 3 YEAR OR 10,000</td>
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<tr>
<td>1</td>
<td>Engine oil, Oil, coolant and fuel filters</td>
<td>$725.97</td>
<td>$725.97</td>
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</table>

**Sub Totals**  
**Materials** $123,911.95  
**Total Materials** $123,911.95

**Grand Total (per unit)** $134,134.69

**Quotation Prepared by:**  
**Jeff Heston**  
(707) 498-0115  
5150 Boyd Rd, Arcata, CA 95521  
Jeff.S.Heston@cummins.com

**CA Sales Tax** 8.25% $10,222.74  
**Total Sale** $134,134.69

**Comments:**
- Pricing is based on customer's original specifications, and scope of work, and is subject to an inspection of the vehicle by a Cummins Pacific application engineer. Until such inspection is completed, or if the equipment or specifications change, Cummins Pacific reserves the right to adjust pricing accordingly, or rescind this quote entirely.
- Quote is only valid when the customer agrees to and signs the Cummins Pacific Engine Sales Agreement, prior to issuing a purchase order.
- For customers performing their own engine design/engineering and installation labor, Cummins Pacific, LLC, and Cummins Engine Company are not responsible for the following:
  - Installation component quality, workmanship, assembly practices or endurance characteristics.
  - Acceptability to the end users of subjective characteristics such as equipment performance, vibration and noise levels, and emissions.
  - Conformance of the equipment to legislated or regulatory requirements regarding such areas as design, safety, noise levels, and emissions.
  - Engine or equipment application, with regard to transmission, equipment performance and type of service.
  - Torsional impact of the entire drive-line system or OEM furnished, or third party components mounted to the engine.
  - Cummins Pacific will provide the equipment detailed in this quotation and general engine installation guidance, to include Cummins' Application Engineering Bulletins (AE3's) (signed non-disclosure agreement req'd), technical documentation, and wiring diagrams. This guidance, in no way constitutes an approval by Cummins Pacific of the installation, design, application, materials, or workmanship of the said installation.

- Cummins Pacific will perform a Torsional Vibration Analysis (TVA) on the components we are providing. Pricing is included in this quote. It is the customer's responsibility to provide any data required for this analysis, including shaft and prop information. Any delays in providing this data may prevent components (engine, gears, etc.) from being ordered, resulting in longer lead times than quoted.
- In the event the TVA determines that the components specified in this quote are not acceptable, Cummins Pacific reserves the right to adjust our pricing to account for any increase or decrease in cost. The customer may or may not have the option of changing other (customer supplied) drive components to bring the TVA into acceptable limits, based on the components specified in this quote.

---

**Cummins Pacific LLC**  
1930 Oliven Ave  
Irving, CA 92663  
Tel: 844 235 6300  
Web: www.CumminsPacific.com  
Facebook.com/CumminsPacific

**Service Centers**  
Acute 707 922 7300  
Sacramento 916 371 0330  
Fresno 559 714 4400  
Ventura 805 891 1159  
Nevada Empire 702 653 4573  
San Diego 619 583 4373

**Redding**  
530 244 6600  
Bay Area 510 351 4801  
Bakersfield 661 239 1603  
Los Angeles 866 334 4373  
Orange County 909 240 5717  
Hawaii 808 690 5410

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Page 1 of 2
Additional Comments:

- The pricing shown in this quote includes Cummins Pacific performing an Installation Review and Sea Trial upon completion of engine installation. A Torsional Vibration Analysis (TVA) is not being performed on this application, unless otherwise specified. It is the customer’s responsibility to ensure compatibility of the engine, coupling, and gears/drive system for the application being quoted.
- The scheduling of all Installation Reviews and Sea Trials require an advance written request of no less than 5 working days. Notice must be sent (email/fax/mail) to Cummins Marine Salesperson or Application Engineer.
- If installation is not ready to be inspected on the scheduled day, Cummins Pacific will make an effort to accommodate the customer's schedule, but does not make any guarantee of inspecting vessel within 5 days of original inspection date.
- Please refer to the attached page for a list of options included in the engine quote.

- CP is not responsible for the condition of customer supplied parts, or any progressive damage due to the failure of customer supplied parts, components and systems.
- This quote is based on the Customer supplying the following parts, components, and support: YOU MUST SPECIFY HERE, include condition of supplied materials - new, reused, etc.
- Freight/Shipping – The cost of shipping engines, parts, and components is included in the cost of this quote.
- Please request a quote for the assistance of our field service technicians for any services outside the scope of this quotation.
- Cummins base engine warranty only applies to the engine. Any 3rd party (non Cummins branded) components/parts are not covered under the Cummins engine warranty, are subject to the manufacturer's warranty, and may differ from the engine or other component's warranty coverage.
- Cummins Extended coverage is available for this engine. For the following coverage, 3 Years or 10,000, the cost is $11,160.00. If you want this coverage, please include this additional cost on your purchase order.
- All engines quoted are certified for sale in California, unless otherwise specified. It is the purchaser's responsibility, and not Cummins Pacific's, to ensure the engine's emissions comply with any regulations the purchaser may be subject to (CARB, LA LB Ports, etc.).
- This pricing is valid for 30 days from quote date. All purchase orders must reference this quote (by number). Issuing a purchase order with this quote number means the customer accepts all of Cummins Pacific's Terms and Conditions and Cancellation Policy.

Terms and Conditions:

- Credit approval and Terms are subject to Cummins Pacific, LLC’s sole discretion. This quote in no way constitutes approval of credit.
- Payment terms are NET 30 Days, subject to Credit Terms contained in our Credit Application and this document. 1.5% per mo. will be charged on past due accounts.
- Unless mutually agreed upon in writing, Cummins Pacific, LLC will not accept purchase orders which:
  (a) specify delivery dates that are not subject to manufacturer’s lead times,
  (b) contain penalty clauses or liquidated damage clauses,
  (c) require Cummins Pacific, LLC, to indemnify and hold harmless the purchaser,
  unless the purchaser also agrees to indemnify and hold harmless Cummins Pacific, LLC.
- (d) require Cummins Pacific, LLC to pay any and all legal expenses for the purchaser in the event of a dispute.
- Notwithstanding anything in this agreement or under law, buyer and seller agree that seller’s only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
- This quote may be modified and/or rescinded by Cummins Pacific, LLC, at its sole discretion unless and until accepted on or after the quote date.
Note: The Terms and Conditions of this quotation govern over any conflict between this quotation and customer’s PO or other document, made either prior or subsequent to this quotation. If vehicles/equipment are not made available in a timely manner, CP reserves the right to charge customer for materials purchased at 50% of Purchase Order value.
- Customers must notify Cummins Pacific in writing if they desire to cancel an order. Any projects, jobs, or orders that are cancelled after Cummins Pacific has acknowledged the customer's PO (accepting the order), will be charged a minimum of 20% of the PO value, up to the full amount. Any cancellation fees or restocking fees incurred from our vendors, as a result of the customer cancelling their order, will be billed to the customer at a 20% gross margin to cover our administrative costs.
- At the discretion of Cummins Pacific, cancellations are non-refundable. If the down payment is less than the cancellation costs, the difference will be billed to the customer.
- Any labor performed before the customer notifies CP to cancel the order, will be billed at the agreed upon rate in the original quote. If CP is not able to cancel the engine or parts orders with our vendors, the customer will be responsible for all costs incurred as a result of canceling the order. CP will work to minimize the cost associated with any cancelled orders.
- Customers issuing PO's for the work quoted in this document, agree to allow Cummins Pacific to use Customer's company name, and photos of equipment (taken before, during and after installation) in promotional and marketing materials, solely at the discretion of Cummins Pacific.
### Marine Engine Options and Specifications

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<th>Description</th>
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<tr>
<td>AIR CLEANER</td>
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<tr>
<td>24 VOLT ELECTRICS STARTER ALTERNATOR</td>
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<tr>
<td>HEAT EXCHANGER COOLED</td>
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</tr>
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<td>FLYWHEEL/FLYWHEEL HOUSING #0</td>
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<tr>
<td>DRY EXHAUST ELBOW</td>
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<tr>
<td>BELT GUARD</td>
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<tr>
<td>OIL DIPSTICK</td>
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<tr>
<td>FRONT ENGINE MOUNTS</td>
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<tr>
<td>ENGINE OIL COOLER</td>
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<td>MARINE GEAR OIL COOLER</td>
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<tr>
<td>OIL PAN CENTER SUMP</td>
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<td>OIL DRAIN HOSE</td>
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<tr>
<td>WATER CONNECTIONS / INLET AND OUTLET</td>
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<tr>
<td>ENGINE FILTERS OIL, WATER AND FUEL</td>
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<td>ENGINE INSTRUMENT PANEL</td>
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<td>MAIN STATION DISPLAY</td>
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<td>WIRING HARNESSES</td>
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RESOLUTION NO. 2015-02

A RESOLUTION AUTHORIZING CERTAIN HARBOR DISTRICT STAFF TO ACQUIRE FEDERAL SURPLUS PROPERTY FROM THE CALIFORNIA STATE AGENCY FOR SURPLUS PROPERTY

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District has a responsibility to be prudent in the spending of public funds; and

WHEREAS, purchasing Federal surplus property can result in savings to the Harbor District; and

WHEREAS, to be able to purchase Federal surplus property requires a Resolution stating the names of those officers and employees authorized to purchase surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District and hereby ordered that the officers and/or employees whose names, titles and signatures are listed below shall be and are hereby authorized as our representative to acquire federal surplus property from the California State Agency for Surplus Property under the Terms and Conditions listed in the attached Exhibit A.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Crider</td>
<td>Executive Director</td>
<td></td>
</tr>
<tr>
<td>Adam Wagschal</td>
<td>Deputy Director</td>
<td></td>
</tr>
<tr>
<td>Patti Tyson</td>
<td>Director of Administrative Services</td>
<td></td>
</tr>
<tr>
<td>Alan Bobillot</td>
<td>Director of Facility Maintenance</td>
<td></td>
</tr>
<tr>
<td>Tim Petrusha</td>
<td>Director of Harbor Operations/Bar Pilot</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 12th day of March 2015, by the following polled vote:

AYES:

NOES:

ABSENT:

RICHARD MARKS, President
Board of Commissioners

ATTEST:

GREG DALE, Secretary
Board of Commissioners
CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2015-02 entitled,

RESOLUTION AUTHORIZING CERTAIN HARBOR DISTRICT STAFF TO ACQUIRE FEDERAL SURPLUS PROPERTY FROM THE CALIFORNIA STATE AGENCY FOR SURPLUS PROPERTY

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 12th day of March 2015; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of March 2015.

GREG DALE, Secretary
Board of Commissioners
ELIGIBILITY RENEWAL APPLICATION STATE & FEDERAL SURPLUS PROPERTY PROGRAM

A. Name of the Organization: Humboldt Bay Harbor, Recreation and Conservation District  Telephone: (707)443-0801
Address: P.O. Box 1030  City: Eureka  Zip: 95502
Fax Number: (707) 443-8080  E-mail Address: 

Organization is a: PUBLIC GOVERNMENTAL AGENCY
A. Conservation
B. Economic Development
C. Education - ADA
D. Parks & Recreation
E. Public Health
F. Public Safety

X) G. Other, Explain Humboldt Bay Harbor, Recreation & Conservation District

PRIVATE AGENCY/ORGANIZATION
A. Homeless Program
B. Private Education - ADA
C. Private Health
D. Older Americans Act for Sr. Citizens
E. Other, Explain

Number of Service Sites: 
Total Number of Clients Served Each Day: 

RESOLUTION

B. "BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or type)  TITLE  SIGNATURE
Jack Crider  Executive Director  

Patti Tyson  Director of Administrative Services  
Tim Petruska  Director of Harbor Operations  
Alan Bobillot  Deputy Director  
ADAM WAGSCHAL  

E-MAIL ADDRESS:  
jcrider@humboldtbay.org  
ptyson@humboldtbay.org  
tpetruska@humboldtbay.org  
abobillot@humboldtbay.org  
avagschas@humboldtbay.org  

"Note: All signatures must be in original form. No copied or stamped signatures.

The above resolution was PASSED AND ADOPTED this 12th day of MARCH 2015 by the Governing Board of the: Humboldt Bay Harbor, Recreation and Conservation District by the following vote: AYES:  ______  NOES:  ______  ABSENT:  ______

Patti Tyson  Clerk of the Governing Board known as Commissioners  

I hereby certify that the foregoing is a full, true, and correct resolution adopted by the governing board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by:  

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY:  
Printed Name and Title of Chief Administrative Officer  
Signature of Chief Administrative Officer  Date  

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE#  

FOR STATE SURPLUS AGENCY USE ONLY  
Renewal Application Approved  Renewal Application Disapproved  
Date:  Signed: 

Humboldt Bay Harbor Recreation and Conservation District, (hereinafter called the “donee”),

(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word “donee” as used herein includes any such successor in interest.

Date ________________ Donee Organization

BY ________________

(President/Chairman of the Board or comparable authorized official)

Donee Mailing Address
CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “proposal,” “principle,” “primary covered transaction,” “principal,” “proposed,” “prospectively,” “prospectively,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, debarred, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE