

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

DATE: February 22, 2018
TIME: Executive Closed Session – 6:00 PM
Regular Session – 7:00 PM
PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order at 6:00 PM

a. Move to Executive Closed Session:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential sublease of District's lease interest by District under lease between the District and Mario's Marina LLC dated April 1, 2016 for the real property commonly known as Mario's Marina in Shelter Cove, Humboldt County, California pursuant to California Government Code section 54956.8. District negotiators: Larry Oetker, Executive Director and Paul Brisso, District Counsel. Negotiating party: Tony Miller, Shelter Cove, CA. Under negotiation: price and terms of payment.

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Closed Session

6. Public Comment

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

7. Consent Calendar

- a) Approval of Permit and Agreement Renewal to Operate a Charter Service with Marc Schmidt, DBA Coastline Charters.
- b) Approval of Permit and Agreement Renewal to Operate a Charter Service with Michael Stratman, DBA Redwood Coast Fishing.

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

8. Communications and Reports

- a) Staff Reports
- b) District Counsel, District Planner, District Engineer and District Treasurer Reports
- c) Commissioner's Reports
- d) Standing/Ad Hoc Committee Reports
- e) Executive Director's Report
- f) Other

9. Non Agenda

10. Unfinished Business-

- a) **Consideration of Renewal of Sierra Pacific Industries Dock Permit No. 14-04 for Maintenance Dredging.**

Staff Recommendation: Approve Sierra Pacific Industries Permit No. 14-04 renewal for Dock Maintenance Dredging.

11. New Business

- a) **Consideration of Resolution No. 2018-03, a Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2018.**

Staff Recommendation: Approve Resolution No. 2018-03 Designating Business Matters, Appointment and Authorization for Calendar Year 2018.

- b) **Receive a Report Regarding the Status of the Districts Efforts to Market Humboldt Bay and Authorize the Expenditure of Funds to Acquire a Gangway.**

Staff Recommendation: Authorize the Executive Director to expend up to \$15,000 plus contingencies to co-fund the acquisition of a gangway for cruise ships along with the City of Eureka and County of Humboldt.

- c) **Authorize the Executive Director to Execute a Contract with Thomas Gast & Associates Environmental Consultants to Develop Dredging BMPs for Both Fisherman's Channel and Woodley Island Longfin Smelt and Elk River Restoration for Fisherman's Channel Eelgrass Mitigation Using the Cutterhead Dredge.**

Staff Recommendation: Authorize the Executive Director to approve a contract with Thomas Gast & Associates to complete the project scope of work.

- d) **Receive Report for Harbor Maintenance Trust Fund Proposed Amendments.**

Staff Recommendation: Provide direction to staff regarding legislative position.

12. Administrative and Emergency Permits - None

13. Adjournment

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A *CHARTER SERVICE*

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

PERMITTEE:

Marc Schmidt
dba Coastline Charters
2173 Ridgewood Drive
Eureka, CA 95503

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **MARC SCHMIDT** dba **COASTLINE CHARTERS** hereinafter referred to as "**Marc Schmidt.**"

WHEREAS, Marc Schmidt will be the Lessee of Slip Number 12, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina; and

WHEREAS, on or about February 13, 2018, **Marc Schmidt** made a written request to renew the Permit and Agreement to operate the business **Coastline Charters** on a vessel to be moored at Slip Number 12, Float D at the Woodley Island Marina; and

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

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Marc Schmidt:**

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Marc Schmidt**, to operate the business **Coastline Charters** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Marc Schmidt** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for one (1) year commencing May 01, 2018 and terminating on April 30, 2019. District or **Marc Schmidt** 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 **Marc Schmidt** with or without cause or reason by giving **Marc Schmidt** sixty (60) days written notice of termination and **Marc Schmidt** shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Marc Schmidt**, at 2173 Ridgewood Drive, Eureka, CA 95503. In the event **Marc Schmidt** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, and **Marc Schmidt's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Marc Schmidt's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by **Marc Schmidt** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, **Marc Schmidt** shall pay District the sum of two hundred fifty dollars

and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 01, 2018, **Marc Schmidt** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Marc Schmidt** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Marc Schmidt** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, **Marc Schmidt** shall forthwith cease and stop their **Coastline Charter** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Marc Schmidt** shall, prior to commencing operation of **Coastline Charters**, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.
6. **Marc Schmidt** 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 **Marc**

Schmidt, and **Marc Schmidt** 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, **Marc Schmidt** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Marc Schmidt's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **Marc Schmidt** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Marc Schmidt** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any waste, fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.
9. **Marc Schmidt** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Marc Schmidt** may place a directional sign for incoming traffic onto Woodley Island Marina in an area

approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **Marc Schmidt** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Marc Schmidt** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Marc Schmidt** is hereby notified by the District that this Permit and Agreement to Operate **Coastline Charters** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Marc Schmidt** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Marc Schmidt** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Marc Schmidt** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with a Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Marc Schmidt** hereby acknowledges

that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Marc Schmidt** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, February 22, 2018, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

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

Marc Schmidt, DBA *Coastline Charters*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2018

By _____
**MARC SCHMIDT, Owner
Coastline Charters**

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A **CHARTER SERVICE**

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

PERMITTEE:

Michael Stratman
dba *Redwood Coast Fishing*
1028 Allard Avenue
Eureka, CA 95501

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **MICHAEL STRATMAN**, dba ***Redwood Coast Fishing*** hereinafter referred to as "**Michael Stratman.**"

WHEREAS, **Michael Stratman** will be the Lessees of Slip Number ____, Float ____, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about _____, **2018**, **Michael Stratman** made a written application to the District for a Permit from the District to operate the business ***Redwood Coast Fishing*** from a vessel moored at Slip Number ____, Float ____ at the Woodley Island Marina; and

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

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Michael Stratman**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Michael Stratman, Redwood Coast Fishing**, to operate the business **Redwood Coast Fishing** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Michael Stratman** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for **one (1) year commencing May 01, 2018** and terminating on **April 30, 2019**. District or **Michael Stratman** 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 **Michael Stratman** with or without cause or reason by giving **Michael Stratman** sixty (60) days written notice of termination and **Michael Stratman** shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Michael Stratman, at 1028 Allard Avenue, Eureka, CA 95501**.

In the event **Michael Stratman** are in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Michael Stratman's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a *Charter Service* shall terminate forthwith on the date of termination of **Michael Stratman's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by **Michael Stratman** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Michael Stratman**

shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: **May 01, 2018, Michael Stratman** shall purchase and maintain throughout the term of the Permit and Agreement **Commercial General Liability** insurance covering **Michael Stratman** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Michael Stratman** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to **May 01** each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) **per occurrence**. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, **Michael Stratman** shall forthwith cease and stop their **Redwood Coast Fishing** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Michael Stratman** shall, prior to commencing operation of **Redwood Coast Fishing**, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and **California Department of Fish and Game** licenses.
6. **Michael Stratman** 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

Michael Stratman, and **Michael Stratman** 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, **Michael Stratman** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Michael Stratman's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **Michael Stratman** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Michael Stratman** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any waste, fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.
9. **Michael Stratman** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Michael Stratman** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director of the District and, shall reasonably

conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **Michael Stratman** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Michael Stratman** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Michael Stratman** is hereby notified by the District that this Permit and Agreement to Operate ***Redwood Coast Fishing*** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Michael Stratman** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Michael Stratman** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Michael Stratman** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Michael Stratman** hereby acknowledge that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code.

Michael Stratman agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, February 22, 2018, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

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

Michael Stratman, DBA, *Redwood Coast Fishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2018

By _____
**MICHAEL STRATMAN, Owner
*Redwood Coast Fishing***

10a. Agenda Report

For Agenda of: Feb 22, 2018

Unfinished Business

Title: Consideration of a renewal for Permit #14-04 to Sierra Pacific Industries for the Sierra Pacific Dock Maintenance Dredging project.

10a- Consideration of renewing Permit #14-04 to Sierra Pacific Industries for the Sierra Pacific Dock Maintenance Dredging project.

Place on Agenda: Unfinished Business – 10a

Summary of the Issue

Sierra Pacific Industries maintains a commercial dock (the Sierra Pacific Dock) in Humboldt Bay that requires recurring dredging to maintain the depth needed for ships to dock. Sierra Pacific is proposing to dredge approximately 20,000 cubic yards of sediment from the area immediately west of the dock over a 10 year period. Dredging activities would take place during a two week window of time between September 1st and October 15th.

The Harbor District adopted CEQA findings in Resolution 2014-12 and approved Permit #14-04 for this purpose.

California Environmental Quality Act (CEQA) Review

The potential environmental effects of the Sierra Pacific dock maintenance dredging project were evaluated in a CEQA Mitigated Negative Declaration (MND) dated June 30, 2014 and revised September 18, 2014. Revisions to the June 30, 2014 MND involved adjusting the project work window from September 1–November 30 to September 1–October 15.

Staff Recommendation: that the Board of Commissioners approve renewal of Permit #14-04 for the Sierra Pacific Dock Maintenance Dredging project until December 30, 2020. All permit conditions and provisions remain in effect.

Attachments:

Attachment A –Permit #14-04 extension letter



February 16, 2018

Mr. George Williamson
District Planner
Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030

Re: Dredging Permit Extension
Sierra Pacific Industries
Resolution No. 2014-12

Mr. Williamson:

On behalf of Sierra Pacific Industries, a one-year extension of the dredging permit issued as Resolution No. 2014-12 is hereby requested.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Travis Schneider
RCE 67393

cc: File 03-900

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2018-03

**A RESOLUTION DESIGNATING BUSINESS MATTERS,
APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2018.**

BE IT RESOLVED THAT the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District hereby appoints and/or authorizes the following Business Matters for the Fiscal Year beginning January 1, 2018 and ending December 31, 2018 for all divisions of the Humboldt Bay Harbor, Recreation and Conservation District:

OFFICERS FOR THE BOARD OF COMMISSIONERS:

President -	Richard Marks
Vice President -	Greg Dale
Secretary -	Patrick Higgins
Commissioner -	Larry Doss
Commissioner -	Stephen Kullmann

ENABLING LEGISLATION:

Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District.

FINANCIAL:

1. Auditors- As approved by the Board.
2. District Treasurer – Mark Wetzel, CPA; David L. Moonie & Co., LLP; 325 Second Street, Suite 301; Eureka, CA 95501
3. Budget Officer – District Treasurer and Executive Director
4. Custodians of Funds – District Treasurer and Executive Director
5. Authorized to Open Accounts – District Treasurer and Executive Director
6. Investment of Surplus Funds – Custodians of Funds
7. Custodians of State, Federal and other funds, whether loans or grants, to make application for, receive and expend – Custodians of Funds and Executive Director
8. Expenditures:
 - a. Checks require any two signatures of the following: Current Commissioner, District Treasurer or Executive Director.
 - b. Expenditures over \$5,000 shall follow § 36 of Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District

- c. Purchase Order for non-recurring, single expenditures over \$300.00
 - d. Board approval of any expenditure over \$5,000.00
- 9. Authorized Revenue Facilities:
 - a. Local Bank Checking, Money Market & Savings Accounts – TriCounties Bank, Eureka Branch.
 - b. Remote Bank Checking, Money Market/Savings Accounts – BBVA Compass Bank, as Authorized in Attachment A.
 - c. Humboldt County Treasurer to receive Humboldt County imposed tax revenues and other collected revenues for disbursement to the Humboldt Bay Harbor, Recreation and Conservation District
- 10. Grants
 - a. The Board President and/or Executive Director are authorized to sign grant agreements
- 11. Contracts
 - a. The Board President and/or Executive Director are authorized to sign contracts and expenditures over \$5,000.00 which have been approved by the Board

LEGAL NOTICE DESIGNATIONS:

- 1. Official Notice posting sites:
 - a. District Conference Room – aside main door on outside wall
 - b. District website: www.humboldtby.org
- 2. The Times-Standard (newspaper of general circulation) as the newspaper for legal publications
- 3. Email notification to News Media: The Times-Standard, North Coast Journal, Ferndale Enterprise, Mad River Union, KEET-TV, KIEM-TV, KMUD Radio, and KHUM Radio.
- 4. Email notification to:
 - a. Cities: Eureka, Fortuna, Arcata
 - b. Counties: Humboldt
 - c. Chambers of Commerce: Eureka, Arcata
 - d. Interested parties list

REGULAR MONTHLY BOARD MEETINGS:

- 1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA
- 2. Time: Closed Session: 6:00 p.m. PST; Regular Session: 7:00 p.m. PST
- 3. When: 4th Thursdays of each month. Exceptions only if regular meeting dates conflict with November and December holidays.
- 4. Notices posted a minimum of 72 hours prior to the meeting.

SPECIAL BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA
2. When: As needed.
3. Notices posted a minimum of 24 hours prior to the meeting.

OTHER BUSINESS:

1. Election Officer – Executive Director
2. Filing of Bonds - Executive Director
3. Authorized to contract as necessary- Executive Director
4. Legal Counsel – Paul Brisso of Mitchell, Brisso, Delaney & Vrieze, LLC, 814 7th St. Eureka, CA 95501
5. District Planner – George Williamson; Planwest Partners Inc.; 1125 16th Street; Arcata, CA 95521
6. District Engineer- Mike Foget; SHN Engineers, 812 W. Wabash Ave, Eureka, CA 95501
7. District Treasure- Mark Wetzel; DLM & Co. LLP, 2662 Harris St, Eureka, CA 95503
8. Insurance Agent of Record – Special Districts Risk Management Authority (Property, Liability, Workers Compensation, Marina Operators Liability)
9. Recognize the Humboldt Bay Harbor, Recreation and Conservation District as an equal opportunity employer.
10. Designation of registered office and agent:
Office: 601 Startare Drive; Eureka, CA 95501
Agent: Executive Director
11. Custodian of Public Records: Executive Director

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 22nd day of February 2018, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____, **President**
Board of Commissioners

ATTEST:

_____, **Secretary**
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2018-01 entitled,

**A RESOLUTION DESIGNATING BUSINESS MATTERS,
APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2018**

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 22nd day of February 2018; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February 2018.

, Secretary
Board of Commissioners

Certified Copy of Business Resolutions

HUMBOLDT BAY HARBOR RECREATION AND CONVERSATION DISTRICT

AST Contract Number: _____

Form of Entity (check one):

Corporation Partnership Association LLC Sole Proprietorship Other PUBLIC FUNDS

601 STARTARE DR

Located at

EUREKA CA 95501
City State Zip

CALIFORNIA
Formed/Operating under the laws of the State of Country (if not USA)

Deposit Accounts And Related Services

RESOLVED, that Compass Bank (the "Bank") is designated as a depository of the above-named business entity (the "Business") and that one or more deposit accounts be opened and maintained on behalf of the Business with the Bank by any one of the following named Authorized Representatives, that each deposit account shall be governed by the terms and conditions contained on or referred to in the signature card(s) which is authorized to be executed, that funds deposited in any deposit account may be withdrawn by check, draft, note or order of the Business when signed by any of the following 007 Authorized Representative(s).

PATRICK HIGGINS, LAWRENCE DOSS, RICHARD MARKS, PHILLIP DALE, MARK WETZEL, STEPHEN KULLMANN, LARRY OETKER whose signatures shall be certified to the Bank on the signature card(s), and Bank is authorized to pay such checks, drafts, notes, orders, or withdrawals, or to receive the same for credit of, or in payment for the payee, or any other legal holder when so signed, without inquiry as to the circumstances of the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the Authorized Representative(s) named above, or otherwise.

Loans And Related Services

RESOLVED, that any of the following _____ Authorized Representative(s):

are authorized on behalf of the Business and in the name of the Business; (1) to execute and deliver to the Bank such notes or other evidences of indebtedness of the Business for monies borrowed (with interest), as the Bank may require, and to execute and deliver from time to time renewals or extensions of such notes or other evidences of indebtedness; (2) to convey, grant, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments in writing or otherwise as may be demanded by the Bank, any instruments, accounts receivable, deposit accounts, inventory, equipment, general intangibles, warehouse receipts, bills of lading, stock, bonds, chattel paper, real property or any other personal property now or hereafter owned or acquired by the Business as may be required by the Bank to secure the payment of any notes or other indebtedness of the Business to the Bank, whether arising pursuant to this resolution or otherwise, and to discount and rediscount the same; (3) to waive demand, presentment, protest, notice of protest and notices of non-payment, intent to accelerate and acceleration; and (4) to perform all acts and execute and deliver all instruments which the Bank may deem necessary or desirable to carry out the purposes of these resolutions.

Miscellaneous

RESOLVED, that the following Authorized Representative:

PATRICK HIGGINS, LAWRENCE DOSS, RICHARD MARKS, PHILLIP DALE, MARK WETZEL, STEPHEN KULLMANN, LARRY OETKER.

- is authorized to execute a "Telephone Transfer Authorization" form which will designate persons authorized to give telephone instructions to the Bank to transfer funds between specified deposit accounts of this Business at the Bank.
- is authorized to rent one or more Safe Deposit Boxes from the Bank, and execute applicable agreements and signature cards.
- is authorized to enter into a Night Depository agreement with the Bank, and execute applicable agreements and signature cards.
- is authorized to enter into agreements with the Bank for electronic and other banking services including but not limited to, payroll processing, electronic entry processing, account reconciliation, trust, investment and brokerage services (and obtain and maintain any accounts related thereto), commercial billing services, and corporate cash management.

FURTHER RESOLVED, that all transactions, if any, with respect to any deposits, withdrawals, discounts, rediscounts, and borrowing by or on behalf of and/or in the name of the Business with the Bank and/or its affiliates prior to the adoption of these resolutions are ratified, approved and confirmed.

FURTHER RESOLVED, that any and all prior resolutions adopted by the Business and delivered to the Bank as governing operation of this Business' account(s), are in full force and effect, as supplemented or modified by this authorization.

FURTHER RESOLVED, that the Bank may rely on these resolutions in establishing the Business' depository account, that these resolutions shall continue in full force and effect until the Bank shall receive official notice in writing from the Business of the modification or revocation of these resolutions and shall in writing acknowledge receipt thereof, and that the certification below as to the signature of the above-named Authorized Representatives shall be binding on the Business.

Certificate

I serve the Business in the capacity identified below, and I certify that:

- The foregoing is a full, true and correct copy of resolutions duly and regularly adopted by (i) the Board of Directors or Trustees (if the Business is a corporation, association or "other" entity), (ii) all Partners (if the Business is a general partnership), (iii) all General Partners (if the Business is a Limited Partnership or Registered Partnership), (iv) all Members or Managers (if the Business is an LLC), or (v) Owner (if the Business is a Sole Proprietorship) (collectively referred to as the "Governing Group"), either at a meeting of the Governing Group duly held on the date shown below, at which a quorum was at all times present and acting or, if the Business is a corporation or partnership, by unanimous written consent. The Business' Governing Group adopted these resolutions, February 22, 2018.
- The Business' Governing Group have and at the time of adoption had full power and lawful authority to adopt the resolutions and to confer the powers granted to the Authorized Persons who have full power and lawful authority to exercise the same.



- There is no provision in the Articles, Charter, By-Laws, or any other organizational documents or agreements of the Business (referred to as the "Governance Documents") limiting the power of the Governing Group to pass these resolutions, that these resolutions are in conformity with the Governance Documents, and that attached to these resolutions are complete, accurate and current copies of the Business' Governance Documents as of the date shown below.
- These resolutions are still in full force and effect, have not been amended or revoked, and have been recorded in the minute books of this Business, and that the specimen signatures below are the signatures of the Authorized Representatives who are authorized to act for the Business by virtue of these resolutions.

PRINTED NAME	TITLE/POSITION	SIGNATURE
PATRICK HIGGINS		
LAWRENCE DOSS		
RICHARD MARKS		
PHILLIP DALE		

IN WITNESS WHEREOF, I have subscribed my name as of this 25th day of JANUARY, 2018 and, if the Business is a corporation, I have affixed its seal.

For Corporations, Associations, LLCs, Sole Proprietorships and "Other" entities:

By: _____

Printed Name

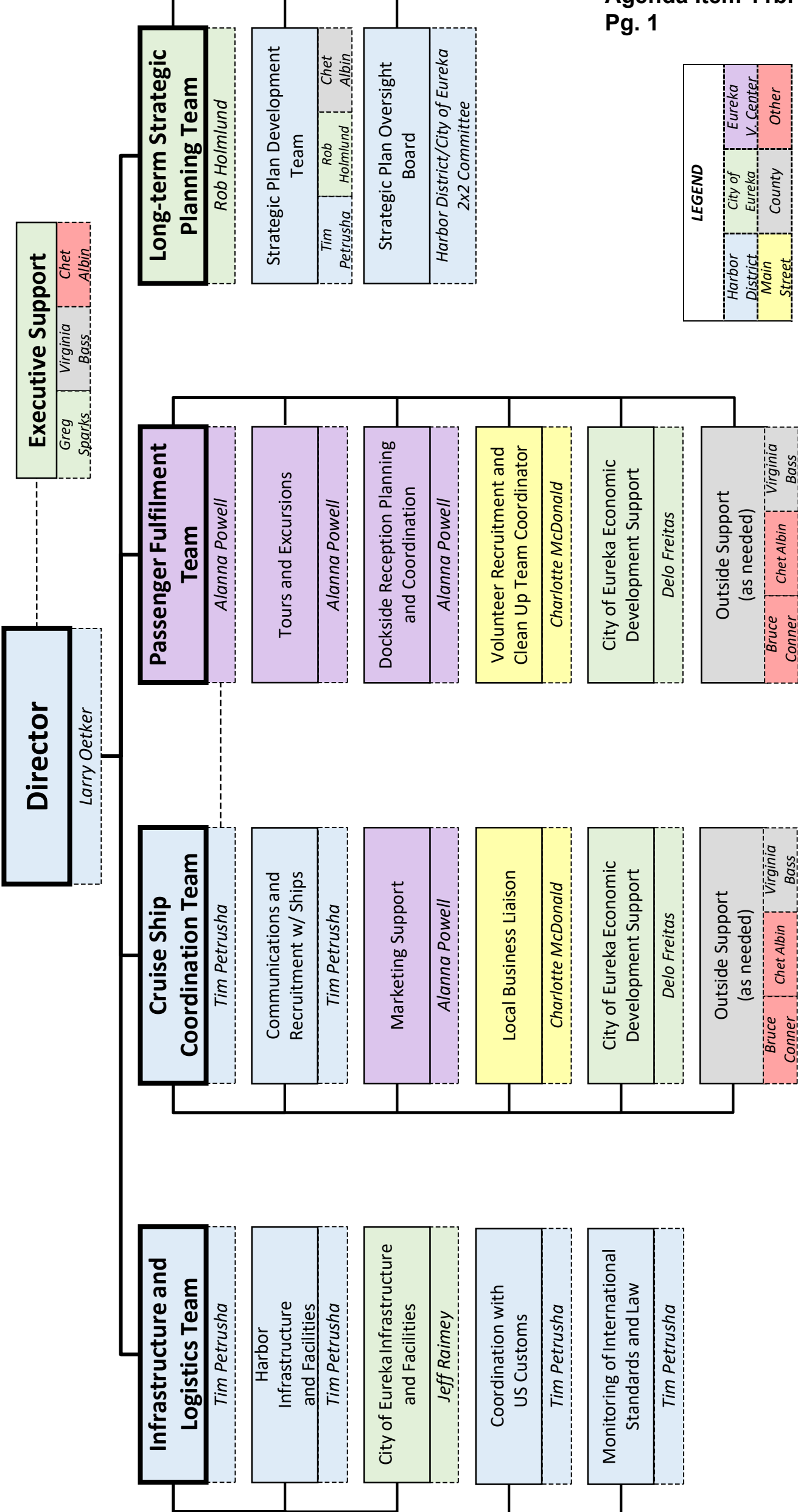
Signature

Its: _____

This Certificate must be completed by the individual holding the position shown below:

- * ***If the Business is a corporation or "Other" entity, by the Secretary***
- * ***If the Business is an LLC, by a Member or, if the LLC is manager-managed, by the Manager***
- * ***If the Business is an association, by an Officer***
- * ***If the Business is a Sole Proprietorship, by the Owner/Sole Proprietor***

HUMBOLDT BAY CRUISE SHIP COLLABORATIVE: STAFFING AND ORGANIZATION



LEGEND

Harbor District Main Street	City of Eureka	Eureka V. Center	Other
County			

Cruise Summary

-In 2015 The Harbor District, City and County hired Bruce Connor from the Port of Astoria to a one-year contract of \$30,000 to help market the Port for Cruise vessels. Contract cost was divided equally at \$10,000 each.

-During the contract period Bruce made several trips to Eureka helping to secure a cruise ship facility to market along with an offering of tours to present to the cruise lines.

-While under contract, Tim worked directly with Bruce with introductions and meetings with the City Council, District Board, Chamber of Commerce, Chamber Tourism Committee, local Rotary and Kiwanis Clubs along with local business from Klamath to Garberville.

-Bruce continued to market Eureka for an additional year after the contract at no charge with the District paying for his hotel expenses when he would come to Eureka. Bruce still represents Eureka when he is emailed or contacted by the Cruise lines as he still has a motive for success in Eureka as the tour company providing for the Ships when they arrive.

-The Harbor District is a Member of the Cruise the West Association. They have given us a discounted membership of \$3,000 per year. The District and City split the cost in 2015, the District paid the Dues in 2016 and 2017.

-In January of 2017 Tim continued the Marketing of Cruise Vessels for Eureka. In March of 2017 Tim attended the Seatrade Cruise Global Expo in Ft Lauderdale, Fl. (roughly \$2,000-2,500) Bruce attended as a representative of Astoria but continues to help Tim in introductions to executives from the Cruise Lines and Cruise agencies. Within a month of the meeting, five calls for 2019 were scheduled for Eureka, one cancelled. (ships book two years out) These ships have a capacity of 1,258 passengers.

Date	Ship	Arrival	Departure	Calls
27-May-19	<i>Maasdam</i>	0700hrs	1600hrs	
17-Jun-19	<i>Maasdam</i>	0700hrs	1600hrs	
8-Jul-19	<i>Maasdam</i>	0700hrs	1600hrs	
28-Sep-19	<i>Volendam</i>	0800hrs	1700hrs	
10-15-19	Maasdam	0700hrs	1600hrs	Cancelled

-One Additional ship is Scheduled May 22 of 2018. This Ship will only have between 180-200 passengers. The Ship is using all its own tour services. At this point the ship is asking nothing of Bruce. Tim is working with the Chamber, City, Eureka Mainstreet, Humboldt Made.... for activities at the dock and ensure a successful visit for the ship.

-In November of 2016 and 2017 the District paid for Tim to attend the annual Cruise the West Yearly Meeting and the Cruise Line International Association reception in Seattle. (roughly \$1,200 each year)

-The Port needs an ADA Gangway. Estimate for the Gangway received in 2015 was about \$38,000. The City has committed to help in the purchase and it is thought the County might as well. It needs to go out for bid soon and is approximately 6 weeks out once ordered according to Mantle Industries in Seattle.

-Tim continues to work with the Cruise agents, Cruise lines, Dock Owner, Customs and all the other interested parties on the Cruise Marketing. Seatrade 2018 is scheduled for March 4-9. Reservation deadline is February 2nd.

Scope of Work:

Dredging BMPs for Longfin Smelt and Elk River Restoration for Fisherman's Channel Eelgrass Mitigation



Quote # and Date: 2018021618, February 16, 2018

Project: Dredging BMPs for Longfin Smelt and Elk River Restoration for Fisherman's Channel Eelgrass Mitigation

Client: Humboldt Bay Harbor, Recreation, and Conservation District

Office: 601 Startare Drive
Eureka, CA 95501

Submitted by: Thomas Gast & Associates Environmental Consultants
P.O. Box 1137
Arcata, CA 95518

Contact Person: Thomas Gast, Principal Scientist

Phone: 707-822-8544

Email: tgast@tgaec.com

Website: www.tgaec.com

Background

Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD) owns and is intending to operate a cutterhead dredge for annual harbor maintenance. Currently the Fisherman's Channel in King Salmon and Woodley Island Marina need to be dredged. HBHRCD intends to beneficially reuse the dredged material. The White Slough restoration will receive the material from the Fisherman's Channel and the Samoa Lagoons is under consideration for the material from Woodley Island Marina. Longfin Smelt (*Spirnichus thaleichthys*) is State listed as Threatened (under the California Endangered Species Act- CESA and is a candidate species for listing under the Federal Endangered Species Act- ESA) and could be entrained by dredge operations. Stillwater Sciences has initiated the Incidental Take Permit application with CDFW. Eelgrass (*Zostera marina*) grows in the Fisherman's Channel and 1.2 acres will be impacted by dredging. Stillwater Sciences developed a mitigation plan for the Fisherman's Channel consisting of pulling legacy pilings in South Bay. Eelgrass also grows in the Woodley Island Marina dredge area; however; this area has had previous mitigation and does not require additional steps.

HBHRCD requires Best Management Practices (BMPs) to minimize take of longfin smelt. HBHRCD intends to change the mitigation of the longfin smelt and eelgrass impacts from pulling legacy pilings to restoring longfin smelt and eelgrass habitat in a restoration project at the mouth of the Elk River.

Scope of Work

Task 1, Develop BMPs for dredge operations that have the potential to entrain longfin smelt

TGAEC, Mr. Jordan Gold, Principal Scientist of Mari-Gold Environmental Consulting, Inc., and Dr. Chuck Hanson, Hanson Environmental, Inc., will develop an initial list of Best Management Practices (BMPs) for avoiding entrainment of Longfin Smelt during dredging of Woodley Island Marina and Fisherman's Channel in Humboldt Bay. Mr. Gold has demonstrated expertise in developing and employing (Longfin Smelt) BMPs used for hydraulic dredging in the San Francisco Estuary and the Sacramento and San Joaquin river delta (Delta). He has been developing and conducting fish entrainment monitoring studies as a component of annual maintenance and emergency dredging in the San Francisco Estuary and Delta since 2006.

Future maintenance dredging in Humboldt Bay will be conducted on an annual or semi-annual basis based on the HBHRCD's intention to obtain a ten-year dredging permit. These dredging projects are very likely to include entrainment monitoring (to help determine direct impacts to Longfin Smelt), and beneficial re-use of the dredged sediments. The BMP's that will be developed in concert with the dredge operators and the resource agencies will be based on those in use in the San Francisco Estuary and Delta, and will be specifically tailored to fit the methods, timing and locations of the proposed dredging projects in Humboldt Bay. TGAEC will consult with the resource management agencies to finalize and adopt the final BMP's.

Task 2, Review the Elk River Restoration Project and determine appropriate eelgrass restoration action to mitigate for the 1.2 acres of eelgrass that will be impacted by the dredging in Fisherman's Channel

TGAEC and Dr. Chuck Hanson will revise the Fisherman's Channel eelgrass mitigation plan from pulling legacy pilings to participation in the restoration of eelgrass habitat in the Elk River Estuary Enhancement Project. The final plan will be developed in consultation with the resource management agencies.

Deliverables

The deliverables will consist of two documents detailing the results of Tasks 1 and 2. One revision will include addressing comments from HBHRCD and an additional revision will address agency comments.

Schedule

The first draft will be completed within two months of the notice to proceed. Revisions will be completed within 15 days of receipt of comments.

Cost

The cost of this project is \$9000 and includes preparation of the draft documents and revisions. No travel cost is included for Mr. Gold or Mr. Hanson in this estimate.

A Long-Term Funding Solution for Port Maintenance

GOOD FOR PORTS, GOOD FOR THE NATION



Responsible for 26 percent of United States GDP, a well-maintained port system is vital to the health of our nation and the manufacturers, exporters and farmers who count on U.S. ports to move their products to market.

A sustainable funding source for harbor maintenance in the United States is important to the health of our nation. Making Harbor Maintenance Tax (HMT) revenues fully and automatically available to ports will result in the long-term sustainability of our nation's harbor maintenance needs – ensuring that ports have a reliable financing system to support our country's leadership position as a world-class trading nation.

This agreement also ensures tax fairness. The port industry has agreed on a plan that devotes 100 percent of the tax paid by shippers to our ports, while providing no additional tax burden on the industry or taxpayers. It assures a fair, equitable and reliable way to ensure the health of this critical part of America's transportation infrastructure.

THE PORT INDUSTRY'S SPENDING SOLUTION FIXES A BROKEN SYSTEM

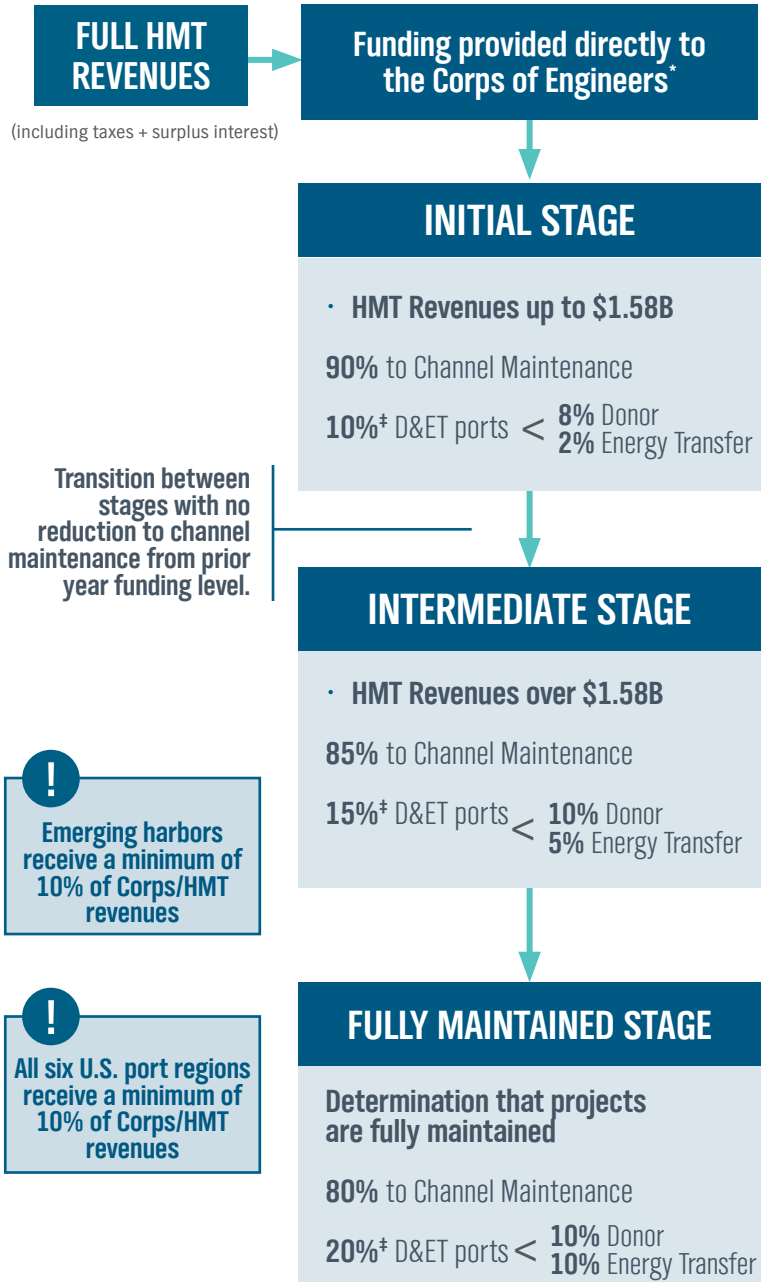
Under this plan, HMT yearly revenues would be automatically transferred to the Corps of Engineers. The plan includes several funding phases to prioritize maintenance, while providing some funding for donor and energy transfer (D&ET) ports to provide more equity and fairness.

AAPA's Unified Spending Solution is:

- A permanent solution that ensures 100% of taxes collected from shippers would go to maintain our nation's seaport infrastructure.
- A long-term solution that fixes an unfair system and addresses the health and wellbeing of our seaport water highways that are critical for delivering goods and services to Americans.
- A call to use revenues to restore and maintain these water highways that will complement the \$155 billion in port-related capital investments underway to assure safe and efficient freight movement.
- A historic seaport agreement that addresses the needs of all ports.
- A fair and equitable approach that enables water transportation cost savings to be fully realized by American consumers and U.S. exports competing in the global marketplace.

A Fair and Equitable Process:

A 3-stage plan to restore and fully maintain the nation's water highways using existing revenues – **NO NEW TAXES.**



*less St Lawrence Seaway maintenance and Customs HMT collection cost
‡ Expand HMT eligible uses

Mandatory HMT Spending

AAPA Unified Port Industry Position

Full annual HMT revenue, (taxes + HMT surplus interest) provided directly to the Corps of Engineers*

*less cost of St. Lawrence Seaway oper/maint and HMT collection by Customs

Upon enactment

Intermediate

Fully Maintained

Conditions

Full HMT Revenue up to \$1.58B; Projects not 'fully maintained'

Full HMT Revenue exceeds \$1.58B; Projects not 'fully maintained'

Ports determine projects are 'fully maintained'

Each (6) U.S. port region receive a minimum of 10% of HMT revenue

90% to Channel Maintenance
10% D&ET ports
8% Donor
2% Energy Transfer

85% to Channel Maintenance
15% D&ET ports
10% Donor
5% Energy Transfer

80% to Channel Maintenance
20% D&ET ports
10% Donor
10% Energy Transfer

Active emerging harbors receive a minimum of 10% of HMT revenue

\$1.58B is AAPA's estimate of amount needed to eventually achieve full maintenance of all commercially active navigation projects

Expanded HMT-eligible uses at D&ET ports

Transition between stages to be accomplished with no reduction to channel maintenance from prior year funding level.

Jan 29, 2018