

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

DATE: February 12, 2026

TIME: Closed Session – 5:00 P.M.
Regular Session – 6:00 P.M.

PLACE: Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501

How to Observe and Participate in the Meeting:

- **In Person** - Members of the public may observe and participate in the meeting by attending in person at Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.
- **Virtually** – Members of the public may observe and participate in the meeting virtually using the Zoom platform. Please note that any technical issues, regardless of cause, that prevents or delays public observation or participation via virtual means is not a basis to stop or delay the meeting, and, for this reason, members of the public should prioritize in-person attendance.

Zoom link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402

One tap mobile

(669) 900-9128, 6917934402#

The Humboldt Bay Harbor, Recreation and Conservation District is committed to providing equal access to all District programs, services, and activities by providing accommodations for individuals with qualified disabilities as required under the Americans with Disabilities Act. With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the Clerk of the Board at (707) 443-0801 or by email at mhiley@humbolddbay.org

1. Call to Order Closed Session at 5:00 P.M.

2. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. 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.

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor's Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.

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

5. Pledge of Allegiance

6. Report on Closed Session

7. 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.*

8. Consent Calendar

- a) Adopt Minutes for Regular Board Meeting on January 8, 2026
- b) Receive District Financial Reports for November 2025
- c) Receive District Financial Reports for December 2025
- d) Approve Second Amendment to Employment Agreement for Director of Development
- e) Approve Third Amendment to Employment Agreement for Director of Administrative Services

9. Communications, Reports, and Correspondence Received

- a) Correspondence Received
- b) Executive Director's Report
- c) Staff Reports
- d) District Counsel Report
- e) District Treasurer Report
- f) District Engineer Report

- g) District Planner Report
- h) Commissioner and Committee Reports

10. Unfinished Business

- a) **Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**

Recommendation: Receive report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for February 2026. This month's update will not include technical speakers.

11. New Business

- a) **Receive a Special Presentation the Humboldt Waterkeeper Team**

Recommendation: Receive the presentation and discuss as appropriate.

Summary: Humboldt Waterkeeper, a strong and reliable contributor to the Harbor District, works to safeguard our coastal resources, for the health, enjoyment, and economic strength of the Humboldt Bay community through education, scientific research, and enforcement of laws to fight pollution.

- b) **Review and Confirm Board Advisory Committees/Ad-Hoc Working Groups**

Recommendation: Board President review and confirm the current and proposed Advisory Committees and Ad-Hoc Working Groups.

Summary: Advisory Committees are formed regularly throughout the year and are essential for the Harbor District. They offer the Board of Commissioners an opportunity to gather information and recommend action on important issues, support staff with project advancement, and sustain key District initiatives. Staff requests a periodic review of the currently active committees, allowing commissioners to review their membership and interests.

- c) **Consider Adopting Ordinance No. 21, An Ordinance of the Board of Commissioners of the Humboldt Bay, Harbor, Recreation and Conservation District Relating to the Prohibition, Storage and Handling of Offshore Produced Oil on District-Owned Property**

Recommendation: Adopt Ordinance 21 and consent to read by title only.

Summary: There is substantial evidence that the storing or handling of oil poses a significant risk of spills, adversely affecting District-owned property and posing a danger to the health and safety of people living, working, visiting, and recreating on these and adjacent properties. Such spills can decimate marine life by coating sea birds, marine mammals, and the toxic poisoning of finfish, shellfish, and marine ecosystems, with long-term effects such as reduced reproduction and slow regrowth.

Storing and handling oil on District-owned lands would be inconsistent with the District's purpose and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors & Navigation Code.

d) Preliminary Review and Discussion to Amend and Fully Restate Ordinance No. 9

Recommendation: Staff recommends the Board receive a report and outline for the review and discussion to amend and fully restate Ordinance No. 9.

Summary: Through the general operations of the District, current industry practices, user behaviors, local codes, jurisdictional updates and the adoption of new starts laws, it becomes necessary from time to time to review and update the Ordinances of the District. Ordinance No. 9 relates the operations of Woodley Island Marina and the related lands thereof.

e) Adoption of the Amended and Restated Joint Powers Agreement of The Redwood Region Economic Development Commission

Recommendation: Review and approval, as a member agency, of the Amended and Restated Redwood Join Powers Agreement of the Redwood Region Economic Development Commission.

Summary: The Redwood Region Economic Development Commission (RREDC), which pursuant to section 1.04 of the intended agreement, the Humboldt Bay Harbor, Recreation and Conservation District, is a duly appointed member, was created in 1977 to invest in projects with money received when Redwood National Park was expanded by creating a loan fund to help local businesses start or expand their operations.

12. Adjournment

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

January 8, 2026

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

CLOSED SESSION – CANCELLED

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: BENSON
DALE
KULLMANN
NEWMAN
NORTON

ABSENT: NONE

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

ELECTION OF BOARD PRESIDENT, VICE PRESIDENT AND SECRETARY

COMMISSIONER DALE MOVED TO KEEP OFFICERS THE SAME FOR CALENDAR YEAR 2026:
STEPHEN KULLMANN CHAIR, CRAIG BENSON VICE CHAIR AND AARON NEWMAN SECRETARY.
COMMISSIONER NORTON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: No one.

CONSENT CALENDAR

a) Adopt Minutes for Regular Board Meeting on December 11, 2025

b) Approval of Employment Contract Extension/Amendment for Executive Director

COMMISSIONER DALE MOVED ACCEPT CONSENT CALENDAR ITEMS A-B.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received**
 - I. None received.
- b) Executive Director's Report**
 - I. Executive Director presented Executive Director's report.
- c) Staff Reports**
 - I. District Staff presented a report.
- d) District Counsel Report**
 - I. No report.
- e) District Treasurer Report**
 - I. No report.
- f) District Engineer Report.**
 - I. No report.
- g) District Planner Report**
 - I. No report.
- h) Commissioner and Committee Reports**
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a) Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**
 - I. District Staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Colleen Clifford, Amy Jester and Kerry Venegas commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.

NEW BUSINESS

- a) Consider Adopting Resolution 2026-01, A Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2026**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER DALE MOVED TO ADOPT RESOLUTION 2026-01, A RESOLUTION DESIGNATING BUSINESS MATTERS, APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2026.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

b) Consider authorizing the execution of a Municipal Finance Equipment Lease – Purchase Agreement with Ford Motor Credit for the acquisition of Two (2) 2026 Ford F-150 Fleet Trucks for District Facilities Operations

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. Carla Osborn commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER BENSON MOVED TO AUTHORIZE THE EXECUTION OF A MUNICIPAL FINANCE EQUIPMENT LEASE WITH FORD MOTOR CREDIT FOR THE ACQUISITION OF TWO 2026 FORD F-150 FLEET TRUCKS.

COMMISSIONER NORTON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON

Noes: BENSON

Absent: NONE

Abstain: NONE

c) Consider Authorization of an Amendment to Contract Between The California Public Employees' Retirement System and The Board of Commissioners of The Humboldt Bay Harbor Recreation and Conservation District by Adopting Resolution 2026-02

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. No one commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER NORTON MOVED TO AUTHORIZE AN AMENDMENT TO THE CONTRACT BETWEEN THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY ADOPTING RESOLUTION 2026-02.

COMMISSIONER KULLMANN SECONDED.

ROLL CALL VOTE CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

d) Consider Adopting Resolution 2026-03: Establishing Findings Relative to Harbor District Permit 2025-05 for the CalTrout Elk River Estuary Restoration Project; Making CEQA Responsible Agency Findings; and Approving Permit 2025-05 with Conditions

- I. District Planner presented the item.
- II. The Commission discussed the item.
- III. Chair Kullmann opened the item to public comment. Andrea Hilton commented.
- IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER NEWMAN MOVED TO ADOPT RESOLUTION 2026-03 ESTABLISHING FINDINGS RELATIVE TO HARBOR DISTRICT PERMIT 2025-05 FOR THE CALTROUT ELK RIVER ESTUARY RESTORATION PROJECT; MAKING CEQA RESPONSIBLE AGENCY FINDINGS; AND APPROVING PERMIT 2025-05 WITH CONDITIONS INCLUDING CHANGING ITEM NUMBER 4 IN THE TERMS AND CONDITIONS TO A TEN (10) YEAR TERM.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

ADJOURNMENT – 7:37 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

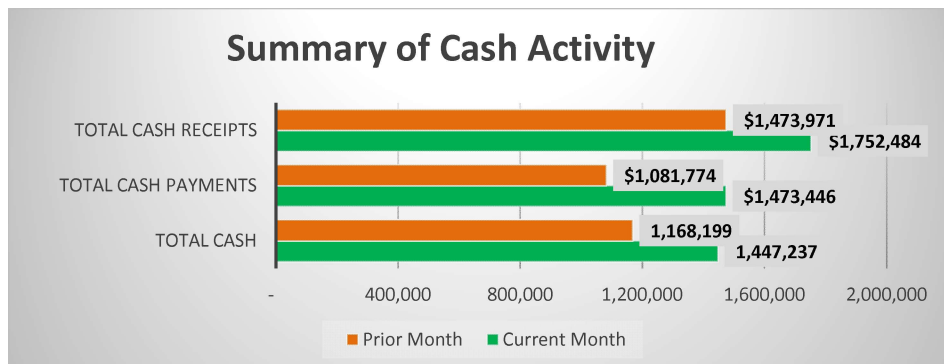
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended November 30, 2025 and October 31, 2025

| | <u>11/30/25</u> | <u>10/31/25</u> |
|--|---------------------|---------------------|
| <u>Account Balances</u> | | |
| Checking | \$ 20,299 | \$ 56,409 |
| Savings | 709,659 | 394,495 |
| County Treasury | 716,060 | 716,060 |
| Cash on hand | 1,219 | 1,235 |
| Total Cash | 1,447,237 | 1,168,199 |
| Less: Restricted cash for Marina surcharges | (941,451) | (921,039) |
| Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above | (1,002,009) | (840,702) |
| Cash Available (Deficit), excluding unexpended grant proceeds and deposits | (496,223) | (593,542) |
| <u>Change in Cash Balance</u> | | |
| Balance, Beginning of Month | \$ 1,168,199 | \$ 776,002 |
| Monthly Deposits | 1,752,484 | 1,473,971 |
| Monthly Payments | (1,473,446) | (1,081,774) |
| Balance, End of Month | <u>\$ 1,447,237</u> | <u>\$ 1,168,199</u> |
| <u>Monthly Expenses Summary</u> | | |
| Significant Individual Expenses: | | |
| Moffat & Nichol expenditure | \$ 1,226,839 | \$ 791,413 |
| Property/Liability insurance payment | - | 43,360 |
| Humboldt Bay Solar Fund LLC | - | 28,485 |
| Cal Poly Sponsored Programs Foundation | 21,399 | - |
| Sub-total, Significance/Unusual Expenses | 1,248,238 | 863,258 |
| General operating expenses and other misc. expense | 225,208 | 218,516 |
| Total Cash Payments | \$ 1,473,446 | \$ 1,081,774 |
| <u>Monthly Deposits Summary</u> | | |
| Significant Individual Revenues: | | |
| CalTrans - Tulutwat Spartina | \$ 230,058 | \$ 253,227 |
| CalTrans - Eelgrass project | 32,308 | - |
| Chevron Products payment | - | 31,823 |
| US Dept. of Transportation, Maritime Administration | 1,321,554 | 885,757 |
| Sub-total, Significant/Unusual Revenues | 1,583,920 | 1,170,807 |
| General revenues | 168,564 | 303,164 |
| Total Cash Receipts | \$ 1,752,484 | \$ 1,473,971 |



Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of November 30, 2025

| | TOTAL |
|---------------------------------------|-----------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| 10000 PETTY CASH ON HAND | 150.00 |
| 10100 CHANGE FUND ON HAND | 300.00 |
| 10111 COIN MACHINE FUND | 730.00 |
| 10200 CASH IN BANK, CHECKING | 8,278.90 |
| 10200.1 Cash in PNC, Checking | 13,020.07 |
| 10400 CASH IN COUNTY - FUND 2720 | 677,306.11 |
| 10500 CASH IN COUNTY - FUND 3872 | 38,753.54 |
| 10600.1 Cash in bank, Tariff PNC | 643,068.50 |
| 10700.1 Cash in bank, Water PNC | 66,590.12 |
| 10901 UNEXPENDED MARINA SURCHARGES | 941,451.14 |
| 10902 UNEXP SURCHARGES AVAIL CASH ADJ | 0.00 |
| 10903 RESTRICTED CASH | -941,451.14 |
| Total Bank Accounts | \$1,448,197.24 |
| Accounts Receivable | |
| 12000 ACCTS RECEIVABLE | 1,134,062.83 |
| Total Accounts Receivable | \$1,134,062.83 |
| Other Current Assets | |
| 11200 US TREASURY BONDS | 0.00 |
| 12001 OTHER RECEIVABLES | 0.00 |
| 12002 DOUBTFUL ACCOUNTS RECEIVABLE | 0.00 |
| 12100 ALLOW FOR BAD DEBTS | 0.00 |
| 12200 TAXES RECEIVBLE | 550,000.00 |
| 12300 INTEREST RECEIVBLE | 5,000.00 |
| 12600 Note Receivable - NMTC | 0.00 |
| 12700 PREPAID EXPENSES | 34,970.02 |
| 12750 Refunds Receivable | 0.00 |
| 12800 LEASE RECEIVABLE | 0.00 |
| 12900 Accounts Receivable FSM | 0.00 |
| 1499 Undeposited Funds | 40.00 |
| Total Other Current Assets | \$590,010.02 |
| Total Current Assets | \$3,172,270.09 |
| Fixed Assets | |
| 14800 SHIPWRECK PROPERTY | 50,088.05 |
| 14900 DOG RANCH PROPERTY | 7,507.70 |
| 16999 Combined Expense Pending Transf | 0.00 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of November 30, 2025

| | TOTAL |
|---------------------------------------|------------------------|
| CAPITAL ASSETS, NET | |
| 14910 SAMOA PROPERTY | 208,149.00 |
| 14930 TOWN OF SAMOA PROPERTY | 3,007,851.23 |
| 14940 BAY STREET PROPERTY | 35,000.00 |
| 15000 AUTOMOTIVE EQUIPMENT | 95,639.08 |
| 15100 OFFICE EQUIPMENT | 193,303.88 |
| 15200 OPERATING EQUIPMENT | 314,098.74 |
| 15400 1998 MARINA DREDGING PROJECT | 0.00 |
| 15500 MARINA, RESTAURANT COMPLEX | 0.00 |
| 15600 MARINA | 10,529,004.29 |
| 15700 FL BOAT BLDG & REPAIR FACILITY | 4,302,259.53 |
| 15800 SHELTER COVE | 2,386,247.10 |
| 15900 DREDGING COSTS | 215,226.78 |
| 16000 KING SALMON | 15,143.99 |
| 16100 MARINA DREDGE,CONSTR IN PROGRES | 5,056,597.48 |
| 16400 REDWOOD DOCK PROPERTY | 3,010,194.30 |
| 16500 HOMELAND SECURITY EQUIPMENT | 2,254,007.60 |
| 16600 TABLE BLUFF LIGHTHOUSE | 361.44 |
| 16700 AQUAPONICS PILOT FACILITY | 96,036.61 |
| 16800 REDWOOD TERMINAL 2 | 4,941,769.69 |
| 16900 Dredge | 1,215,423.27 |
| 17000 ACCUMULATED DEPRECIATION | -20,392,785.17 |
| Total CAPITAL ASSETS, NET | 17,483,528.84 |
| Total Fixed Assets | \$17,541,124.59 |
| Other Assets | |
| 12400 BNY LOAN RECEIVBLE | 0.00 |
| 15300 CONSTRUCTION IN PROGRESS | 4,476,165.83 |
| 18000 DEPOSITS | 0.00 |
| 18500 OTHER DEFERRED ASSETS | 0.00 |
| 18700 Deferred Lease Asset | 2,950,006.00 |
| 19000 Deferred Outflows of PERS | 482,524.00 |
| Total Other Assets | \$7,908,695.83 |
| TOTAL ASSETS | \$28,622,090.51 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 20000 ACCOUNTS PAYABLE | 1,136,226.77 |
| Total Accounts Payable | \$1,136,226.77 |
| Credit Cards | |
| 20112 US Bank Visa | 3,917.27 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of November 30, 2025

| | TOTAL |
|--|-------------------|
| Total Credit Cards | \$3,917.27 |
| Other Current Liabilities | |
| 20000.1 ACCOUNTS PAYABLE YR END ADJUST | -70,040.36 |
| 20100 LEASE PAYABLE TO HBDA | 0.00 |
| 20200 NOTES PAYABLE | 190,571.30 |
| 20400 ACCRUED WAGES PAYABLE | 38,925.89 |
| 20500 ACCRUED INTEREST | 0.00 |
| 20600 ACCRUED VACATION PAYABLE | 58,871.69 |
| 20700 ACCRUED SICK LEAVE PAYABLE | 60,579.54 |
| 20800 DEPOSITS ON HAND | 0.00 |
| 20801 KEY DEPOSITS ON HAND | 19,680.00 |
| 20802 PLUG DEPOSITS ON HAND | 1,430.00 |
| 20803 SLIP DEPOSITS ON HAND | 57,568.64 |
| 20804 STORAGE DEPOSITS | 4,409.15 |
| 20805 CONF. ROOM DEPOSITS | 0.00 |
| 20806 LEASE SECURITY DEPOSIT | 95,123.92 |
| 20807 STORAGE DEPOSIT - REDWOOD DOCK | 2,943.31 |
| 20808 WAIT LIST DEPOSIT | 6,425.00 |
| 20809 HAUL OUT DEPOSIT | 0.00 |
| Total 20800 DEPOSITS ON HAND | 187,580.02 |
| 22000 DEFERRED LEASE INCOME | 0.00 |
| 24000 Ground Lease Deferred Income | 0.00 |
| 24002 Groundlease Current Def Income | 0.00 |
| 27201 Deferred Inflows - OPEB | 10,067.00 |
| 28000 DEFERRED INCOME | 163,198.42 |
| 28400 DEFERREDINCOMECalTrans Spartina | 732,478.23 |
| 28402 DEFERREDINCOME CalTrans Eelgrass | 111,815.81 |
| 28500 OTHER DEFERRED CREDITS | 0.00 |
| Payroll tax & Withholding Liab | |
| 2100 PAYROLL LIABILITIES | 0.00 |
| 21000 WAGE GARNISHES | 0.00 |
| 2110 DIRECT DEPOSIT LIABILITIES | 0.00 |
| 21100 FEDERAL WITHHOLDING TAX | 0.00 |
| 2111 *DIRECT DEPOSIT LIABILITIES | 0.01 |
| 21200 STATE WITHHOLDING TAX | -0.03 |
| 21300 STATE UNEMPLOYMENT TAX | 117.67 |
| 21400 SOCIAL SECURITY/MEDICARE TAX | -0.03 |
| 21500 AFLAC | 0.00 |
| 21600 PERS CARE/MEDICAL INSURANCE | -1,855.27 |
| 21700 PERS RETIREMENT | 0.00 |
| 21701 PERS DEFERRED COMPENSATION | 0.00 |
| 21800 STATE DISABILITY INSURANCE | 0.00 |
| 21900 UNION DUES DEDUCTIBLE | 0.00 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of November 30, 2025

| | TOTAL |
|---|------------------------|
| Total Payroll tax & Withholding Liab | -1,737.65 |
| Sales Tax Agency Payable | 0.00 |
| Total Other Current Liabilities | \$1,482,309.89 |
| Total Current Liabilities | \$2,622,453.93 |
| Long-Term Liabilities | |
| 24001 Gound Lease Amortization | 0.00 |
| 24003 Groundlease Current Offset | 0.00 |
| 25000 DUE STATE OF CALIFORNIA | 0.00 |
| 25100 NOTES PAYABLE- CMIA | 0.00 |
| 25200 ENVIRONMENTAL REMEDIATION LIAB | 0.00 |
| 25300 BOND PAYABLE - DEEP DREDGING | 0.00 |
| 25400 Note Payable - No. Valley Bank | 0.00 |
| 25500 OPEB Liability | 94,816.00 |
| 25600 Note Payable-Coast Seafoods Co. | 0.00 |
| 25700 BOND PAYABLE 2014 REFINANCING | 1,124,119.97 |
| 25800 BBVA Loan Payable | 685,611.79 |
| 25900 LESS CURRENT PORTION | -190,571.30 |
| 26000 CAPITAL LEASE PAYABLE | 0.00 |
| 26100 Rate Stabilization Fund | 4,928,000.00 |
| 27000 Net Pension Liability | 1,479,612.00 |
| 27200 Deferred Inflows of PERS | 38,154.00 |
| 27202 Deferred Inflows - Leases | 2,690,202.00 |
| Total Long-Term Liabilities | \$10,849,944.46 |
| Total Liabilities | \$13,472,398.39 |
| Equity | |
| 3000 OPENING BALANCE EQUITY | 0.00 |
| 30200 GOVT CONTRIBUTIONS MARINA | 0.00 |
| 30201 ACCUM DEPR MARINA, EDA PORTION | 0.00 |
| 30300 GOVT CNTRB/FL BOAT BLDG/RPR FAC | 0.00 |
| 30301 ACCUM DEPR - FL BOAT BLDG & RPR | 0.00 |
| 30400 GOVT CONTRIB - CA DEPT OF B&W | 0.00 |
| 30401 ACCUM DEPR/SHELTER COVE B&W | 0.00 |
| 30500 INVESTMENT IN FIXED ASSETS | 11,208,910.72 |
| 30505 Change In Invest Fixed Assets | 1,327,061.24 |
| Total 30500 INVESTMENT IN FIXED ASSETS | 12,535,971.96 |
| 30900 RESTRICTED FUND BALANCE | -2,148,290.54 |
| 30901 Restricted Fd Bal-Curr Yr Chang | 3,090,894.26 |
| Total 30900 RESTRICTED FUND BALANCE | 942,603.72 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of November 30, 2025

| | TOTAL |
|--|------------------------|
| 31200 GENERAL FUND BALANCE | 1,998,049.71 |
| 31000 FUND BALANCE - TIDELANDS TRUST | -876,282.21 |
| 31100 Designated for General Fd Reser | 0.00 |
| 31108 Designated Bal-Curr Yr Change | 0.00 |
| Total 31100 Designated for General Fd Reser | 0.00 |
| 31201 General Fund-Change is Restrict | -3,120,187.94 |
| 31205 General Fund Invest Fixed Asset | 0.00 |
| 31208 General Fund Change in Designat | 0.00 |
| Total 31200 GENERAL FUND BALANCE | -1,998,420.44 |
| 3900 RETAINED EARNINGS | 971,591.01 |
| Net Income | 2,697,945.87 |
| Total Equity | \$15,149,692.12 |
| TOTAL LIABILITIES AND EQUITY | \$28,622,090.51 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

| | TOTAL | |
|--|-------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Income | | |
| 52708.1 Discount | 10.21 | 105.04 |
| Donations | | |
| 46519 Donations - Lighthouse | | 2.00 |
| Total Donations | | 2.00 |
| Dredging Revenue | | |
| 41318 Dredging Surcharge - T | 16,445.67 | 97,282.82 |
| Total Dredging Revenue | 16,445.67 | 97,282.82 |
| Fees | | |
| 40108 PERMITS-T | 250.00 | 1,750.00 |
| 40808 Pilotage Services - T | | 1,486.02 |
| 41308.1 Poundage - T | | 30.34 |
| 41818 Late Charges/Interest - T | 4,235.00 | 22,740.00 |
| 41819 Late Charges/Interest - NT | 592.08 | 4,394.05 |
| 45608 Chevron - Ports O&M - T | | 8,087.50 |
| Total Fees | 5,077.08 | 38,487.91 |
| Float Replacement Account | | |
| 41418 Float Replacement | 5,119.45 | 30,650.90 |
| Total Float Replacement Account | 5,119.45 | 30,650.90 |
| Grant Revenue | | |
| Conservation Grants | | |
| 45208.3 Conservation Grants, Gov't - T | | 109,323.93 |
| Total Conservation Grants | | 109,323.93 |
| Harbor Grants | | |
| 45208.1 Harbor Grants, Gov't - T | 594,951.29 | 2,622,064.58 |
| Total Harbor Grants | 594,951.29 | 2,622,064.58 |
| Recreation Grants | | |
| 45208.2 Recreation Grants, Gov't - T | | 25,447.88 |
| Total Recreation Grants | | 25,447.88 |
| Total Grant Revenue | 594,951.29 | 2,756,836.39 |
| Harbor Surcharge | | |
| 40908 Harbor Improvement Surcharge-T | 18,858.98 | 66,735.97 |
| Total Harbor Surcharge | 18,858.98 | 66,735.97 |
| Interest Revenue | | |
| 43108 Interest Income - T | 1,045.41 | 4,664.28 |
| 43109 Interest Income - NT | 583.42 | 2,917.15 |
| 43318 Interest On Del Accts - T | 473.00 | 504.04 |
| Total Interest Revenue | 2,101.83 | 8,085.47 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

| | TOTAL | |
|---|---------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Other Revenue | | |
| 45908 Other Revenue - T | 4.00 | 10.10 |
| 45909 Other Revenue - NT | 2,192.39 | 44,421.62 |
| 45911 Other Revenue - Spartina | 837.06 | 178,012.40 |
| Total Other Revenue | 3,033.45 | 222,444.12 |
| Rent Income | | |
| 40218 Slip Rents - T | 40,934.53 | 240,009.69 |
| 40318.1 Transient Rentals - T | 1,094.54 | 13,624.37 |
| 40518 Equipment Rent - T | | 2,291.83 |
| 40519 Equipment Rent - NT | 180.00 | 460.00 |
| 40709 FL BUILDING SPACE RENT G/NT | 3,404.85 | 17,024.25 |
| 40809 Yard Rent - NT | 3,524.58 | 14,316.90 |
| 41108 Rents, Tidelands Leases - T | 79,517.51 | 200,478.47 |
| 41309 Storage - NT | 4,855.00 | 18,858.70 |
| 41409 Upland Rent - NT | 69,313.04 | 369,723.02 |
| Total Rent Income | 202,824.05 | 876,787.23 |
| Sales | | |
| 40118 SALES & PERMITS M/T | 1,560.00 | 3,000.00 |
| 40119 Concession Sales - NT | 882.25 | 3,320.55 |
| Total Sales | 2,442.25 | 6,320.55 |
| Tax Revenue | | |
| 43509 Property Tax Revenues | 110,000.00 | 550,000.00 |
| 45009 Other Federal Tax Revenue | | 14.19 |
| Total Tax Revenue | 110,000.00 | 550,014.19 |
| Utility Surcharge | | |
| 40409 Utility Surcharge - NT | 14,690.43 | 61,936.21 |
| 40418 Utility Surcharge, Marina Dock | 975.99 | 22,173.42 |
| Total Utility Surcharge | 15,666.42 | 84,109.63 |
| Total Income | \$976,530.68 | \$4,737,862.22 |
| GROSS PROFIT | \$976,530.68 | \$4,737,862.22 |
| Expenses | | |
| 57018 Bank Service Charges | 463.49 | 2,348.36 |
| Accounting/Auditing Services | | |
| 52500 Accounting Fees - T | 10,849.13 | 48,609.38 |
| 52508 Accounting Fees - NT | 3,616.37 | 17,940.12 |
| Total Accounting/Auditing Services | 14,465.50 | 66,549.50 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

| | TOTAL | |
|---|------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Advertising & Promotion | | |
| 51000 Advertising & Promotion - NT | 1,000.00 | 262.48 |
| 51008 Advertising & Promotion - T | | 171.97 |
| Total Advertising & Promotion | 1,000.00 | 434.45 |
| Bad Debts | | |
| 51308 Bad Debts - T | | 175.00 |
| Total Bad Debts | | 175.00 |
| Communications | | |
| 51400 Communications - NT | 1,137.16 | 5,694.06 |
| 51408 Communications - T | 174.63 | 857.73 |
| Total Communications | 1,311.79 | 6,551.79 |
| Conference & Meetings | | |
| 51500 Conferences & Meetings - NT | 1,829.21 | 6,399.02 |
| 51508 Conferences & Meetings - T | | 249.23 |
| Total Conference & Meetings | 1,829.21 | 6,648.25 |
| Depreciation | | |
| 53509 Depreciation - NT | 68,204.00 | 341,020.00 |
| Total Depreciation | 68,204.00 | 341,020.00 |
| Dredging Expense | | |
| 55608 Dredging Expense - T | 40,267.00 | 40,267.00 |
| 56708 Dredging - GT | 195.00 | 390.00 |
| 56718 Dredging - MT | | |
| Total Dredging Expense | 40,462.00 | 40,657.00 |
| Dues, Subscriptions & Licences | | |
| 51600 Dues & Subscriptions - NT | 285.00 | 16,690.69 |
| 51608 Dues & Subscriptions - T | 235.00 | 1,459.00 |
| Total Dues, Subscriptions & Licences | 520.00 | 18,149.69 |
| Elections & Government Fees | | |
| 51700 Elections & Prop Tax Assess-NT | | 4,413.36 |
| Total Elections & Government Fees | | 4,413.36 |
| Engineering Services | | |
| 52400 Engineering Fees - NT | 8,858.25 | 26,281.15 |
| 52408 Engineering Fees - T | 2,215.00 | 2,931.25 |
| Total Engineering Services | 11,073.25 | 29,212.40 |
| Fuel | | |
| 51200 Automotive, Fuel- NT | 480.42 | 3,614.92 |
| 51208 Vessel Fuel | | 280.34 |
| 51218 Automotive, Fuel - T | 480.41 | 3,614.91 |
| Total Fuel | 960.83 | 7,510.17 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

| | TOTAL | |
|--|--------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Grant Expenses | | |
| Conservation Grant Expenses | | |
| 54408.3 Conservation Grant Exp | 105.00 | 5,242.50 |
| Total Conservation Grant Expenses | 105.00 | 5,242.50 |
| Harbor Grant Expenses | | |
| 54408.1 Harbor Grant Exp | -888,939.11 | 8,976.05 |
| Total Harbor Grant Expenses | -888,939.11 | 8,976.05 |
| Recreation Grant Expenses | | |
| 54408.2 Recreation Grant Exp | | 0.00 |
| Total Recreation Grant Expenses | | 0.00 |
| Total Grant Expenses | -888,834.11 | 14,218.55 |
| Insurance | | |
| 51800 Insurance - NT | 10,878.74 | 69,157.27 |
| 51808 Insurance - T | | 19,709.50 |
| Total Insurance | 10,878.74 | 88,866.77 |
| Interest Expense | | |
| 55108 Interest Expense - T | 20,321.36 | 36,945.36 |
| 55109 Interest Expense - NT | 37,979.05 | 70,909.87 |
| Total Interest Expense | 58,300.41 | 107,855.23 |
| Legal Services | | |
| 52300 Legal Fees - NT | 2,735.25 | 35,367.39 |
| 52308 Legal Fees - T | 393.75 | 1,873.12 |
| Total Legal Services | 3,129.00 | 37,240.51 |
| Maintenance - Equipment | | |
| 51209 Automotive, Repairs - NT | 340.94 | 2,572.20 |
| 52710 Repairs & Maint, Equip - NT | 312.45 | 450.67 |
| 52718 Repairs & Maint, Equip - T | -72.38 | 11,439.48 |
| Total Maintenance - Equipment | 581.01 | 14,462.35 |
| Maintenance - Facilities | | |
| 52708 Repairs & Maint, Facilities - T | 2,617.41 | 43,408.99 |
| 52719 Repairs & Maint, Facilities - N | 4,401.37 | 12,352.49 |
| Total Maintenance - Facilities | 7,018.78 | 55,761.48 |
| Maintenance - IT | | |
| 57008 Maintenance, IT Equip - T | 155.00 | 2,880.00 |
| 57009 Maintenance, IT Equip - NT | | 1,437.50 |
| Total Maintenance - IT | 155.00 | 4,317.50 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

| | TOTAL | |
|--|-------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Maintenance Supplies | | |
| 52008 Maintenance Supplies - T | | 602.30 |
| 52010 Maintenance Supplies - NT | 1,274.97 | 9,253.51 |
| Total Maintenance Supplies | 1,274.97 | 9,855.81 |
| Office Supplies | | |
| 51900 Office Supplies - NT | 6,439.88 | 32,886.80 |
| 51908 Office Supplies - T | 777.08 | 2,459.59 |
| 52100 Outside Services - NT | | 14.32 |
| Total Office Supplies | 7,216.96 | 35,360.71 |
| Other Expenses | | |
| 54405 Other Expenses - Spartina | -58,391.95 | 118,783.39 |
| 55419 Other Expenses - NT | 1,018.30 | 3,327.60 |
| Total Other Expenses | -57,373.65 | 122,110.99 |
| Other Professional/Outside Serv | | |
| 52109 Outside Services, Other - NT | 1,562.50 | 12,915.50 |
| 52118 Outside Services, Other - T | | 1,800.00 |
| Total Other Professional/Outside Serv | 1,562.50 | 14,715.50 |
| Permits | | |
| 51610 Permits - NT | 12,728.52 | 12,964.49 |
| 51618 Permits - T | 2,811.00 | 2,811.00 |
| Total Permits | 15,539.52 | 15,775.49 |
| Personnel Expenses | | |
| Payroll Burden | | |
| 50500 Payroll Benefits, Other - NT | 34,821.65 | 182,753.40 |
| 50508 Payroll Benefits, Other - T | 9,004.34 | 49,417.26 |
| 6560 Workers' Comp | 4,045.53 | 5,806.77 |
| Total Payroll Burden | 47,871.52 | 237,977.43 |
| Salaries/Wages | | |
| 50100 Salaries & Wages - NT | 83,938.01 | 466,498.54 |
| Total Salaries/Wages | 83,938.01 | 466,498.54 |
| Total Personnel Expenses | 131,809.53 | 704,475.97 |
| Planning Services | | |
| 52200 Planning Fees - NT | 2,298.00 | 13,980.50 |
| 52208 Planning Fees - T | 1,910.00 | 17,337.50 |
| Total Planning Services | 4,208.00 | 31,318.00 |
| Small Tools | | |
| 52800 Small Tools - NT | 33.38 | 1,283.93 |
| 52808 Small Tools - T | | 121.26 |
| Total Small Tools | 33.38 | 1,405.19 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

November 2025

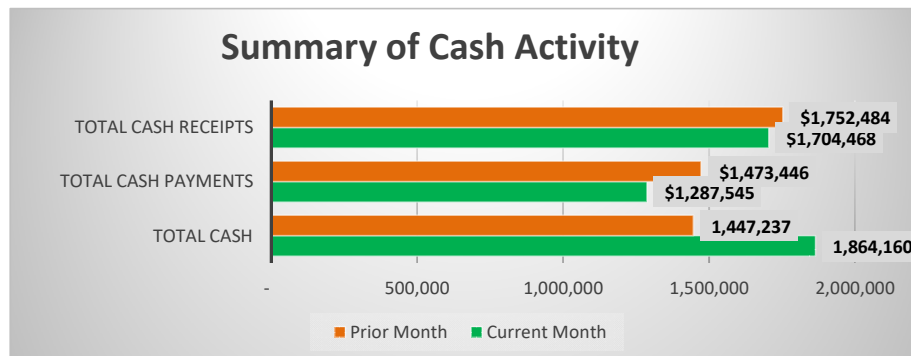
| | TOTAL | |
|---|-----------------------|-----------------------|
| | NOV 2025 | JUL - NOV, 2025 (YTD) |
| Utilities | | |
| 52909 Utilities - NT | 13,682.41 | 110,177.45 |
| 52918 Utilities - T | 2,826.24 | 23,339.23 |
| 53000 Water, Sewer, & Refuse - NT | 8,188.92 | 55,103.00 |
| 53008 Water, Sewer, & Refuse - T | 5,254.37 | 28,238.52 |
| Total Utilities | 29,951.94 | 216,858.20 |
| Total Expenses | \$ -534,257.95 | \$1,998,268.22 |
| NET OPERATING INCOME | \$1,510,788.63 | \$2,739,594.00 |
| Other Expenses | | |
| Other Non-operating Expenses | | |
| 55409 OTHER EXPENSES G/NT | | 41,648.13 |
| Total Other Non-operating Expenses | | 41,648.13 |
| Total Other Expenses | \$0.00 | \$41,648.13 |
| NET OTHER INCOME | \$0.00 | \$ -41,648.13 |
| NET INCOME | \$1,510,788.63 | \$2,697,945.87 |

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended December 31, 2025 and November 30, 2025

| | <u>12/31/25</u> | <u>11/30/25</u> |
|--|---------------------|---------------------|
| <u>Account Balances</u> | | |
| Checking | \$ 46,532 | \$ 20,299 |
| Savings | 674,670 | 709,659 |
| County Treasury | 1,141,758 | 716,060 |
| Cash on hand | 1,200 | 1,219 |
| Total Cash | 1,864,160 | 1,447,237 |
| Less: Restricted cash for Marina surcharges | (962,270) | (941,451) |
| Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above | (733,560) | (1,002,009) |
| Cash Available (Deficit), excluding unexpended grant proceeds and deposits | 168,330 | (496,223) |
| <u>Change in Cash Balance</u> | | |
| Balance, Beginning of Month | \$ 1,447,237 | \$ 1,168,199 |
| Monthly Deposits | 1,704,468 | 1,752,484 |
| Monthly Payments | (1,287,545) | (1,473,446) |
| Balance, End of Month | <u>\$ 1,864,160</u> | <u>\$ 1,447,237</u> |
| <u>Monthly Expenses Summary</u> | | |
| Significant Individual Expenses: | | |
| Moffat & Nichol expenditure | \$ 583,272 | \$ 1,226,839 |
| Property/Liability insurance payment | 35,020 | - |
| Flagstar Public Funding Loan Payment - Interest | 104,720 | - |
| PNC Bank Loan Payments - Principal | 190,562 | - |
| PNC Bank Loan Payments - Interest | 43,775 | - |
| Cal Poly Sponsored Programs Foundation | - | 21,399 |
| Sub-total, Significance/Unusual Expenses | 957,349 | 1,248,238 |
| General operating expenses and other misc. expense | 330,196 | 225,208 |
| Total Cash Payments | <u>\$ 1,287,545</u> | <u>\$ 1,473,446</u> |
| <u>Monthly Deposits Summary</u> | | |
| Significant Individual Revenues: | | |
| CalTrans - Tulutwat Spartina | | \$ 230,058 |
| CalTrans - Eelgrass project | \$ 10,555 | 32,308 |
| US Dept. of Transportation, Maritime Administration | 618,075 | 1,321,554 |
| Sub-total, Significant/Unusual Revenues | 628,630 | 1,583,920 |
| General revenues | 1,075,838 | 168,564 |
| Total Cash Receipts | <u>\$ 1,704,468</u> | <u>\$ 1,752,484</u> |



Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of December 31, 2025

| | TOTAL |
|---------------------------------------|-----------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| 10000 PETTY CASH ON HAND | 150.00 |
| 10100 CHANGE FUND ON HAND | 300.00 |
| 10111 COIN MACHINE FUND | 730.00 |
| 10200 CASH IN BANK, CHECKING | 10,477.45 |
| 10200.1 Cash in PNC, Checking | 37,054.56 |
| 10400 CASH IN COUNTY - FUND 2720 | 1,102,698.40 |
| 10500 CASH IN COUNTY - FUND 3872 | 39,059.21 |
| 10600.1 Cash in bank, Tariff PNC | 644,013.84 |
| 10700.1 Cash in bank, Water PNC | 30,656.35 |
| 10901 UNEXPENDED MARINA SURCHARGES | 962,269.70 |
| 10902 UNEXP SURCHARGES AVAIL CASH ADJ | 0.00 |
| 10903 RESTRICTED CASH | -962,269.70 |
| Total Bank Accounts | \$1,865,139.81 |
| Accounts Receivable | |
| 12000 ACCTS RECEIVABLE | 1,636,073.92 |
| Total Accounts Receivable | \$1,636,073.92 |
| Other Current Assets | |
| 11200 US TREASURY BONDS | 0.00 |
| 12001 OTHER RECEIVABLES | 0.00 |
| 12002 DOUBTFUL ACCOUNTS RECEIVABLE | 0.00 |
| 12100 ALLOW FOR BAD DEBTS | 0.00 |
| 12200 TAXES RECEIVBLE | 0.00 |
| 12300 INTEREST RECEIVBLE | 0.00 |
| 12600 Note Receivable - NMTC | 0.00 |
| 12650 Note Receivable - HBDA | 9,145.45 |
| 12700 PREPAID EXPENSES | 56,582.67 |
| 12750 Refunds Receivable | 0.00 |
| 12800 LEASE RECEIVABLE | 0.00 |
| 12900 Accounts Receivable FSM | 0.00 |
| 1499 Undeposited Funds | 20.00 |
| Total Other Current Assets | \$65,748.12 |
| Total Current Assets | \$3,566,961.85 |
| Fixed Assets | |
| 14800 SHIPWRECK PROPERTY | 50,088.05 |
| 14900 DOG RANCH PROPERTY | 7,507.70 |
| 16999 Combined Expense Pending Transf | 0.00 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of December 31, 2025

| | TOTAL |
|---------------------------------------|------------------------|
| CAPITAL ASSETS, NET | |
| 14910 SAMOA PROPERTY | 208,149.00 |
| 14930 TOWN OF SAMOA PROPERTY | 3,007,851.23 |
| 14940 BAY STREET PROPERTY | 35,000.00 |
| 15000 AUTOMOTIVE EQUIPMENT | 95,639.08 |
| 15100 OFFICE EQUIPMENT | 193,303.88 |
| 15200 OPERATING EQUIPMENT | 314,098.74 |
| 15400 1998 MARINA DREDGING PROJECT | 0.00 |
| 15500 MARINA, RESTAURANT COMPLEX | 0.00 |
| 15600 MARINA | 10,529,004.29 |
| 15700 FL BOAT BLDG & REPAIR FACILITY | 4,302,259.53 |
| 15800 SHELTER COVE | 2,386,247.10 |
| 15900 DREDGING COSTS | 215,226.78 |
| 16000 KING SALMON | 15,143.99 |
| 16100 MARINA DREDGE,CONSTR IN PROGRES | 5,056,597.48 |
| 16400 REDWOOD DOCK PROPERTY | 3,010,194.30 |
| 16500 HOMELAND SECURITY EQUIPMENT | 2,254,007.60 |
| 16600 TABLE BLUFF LIGHTHOUSE | 361.44 |
| 16700 AQUAPONICS PILOT FACILITY | 96,036.61 |
| 16800 REDWOOD TERMINAL 2 | 4,941,769.69 |
| 16900 Dredge | 1,215,423.27 |
| 17000 ACCUMULATED DEPRECIATION | -20,460,989.17 |
| Total CAPITAL ASSETS, NET | 17,415,324.84 |
| Total Fixed Assets | \$17,472,920.59 |
| Other Assets | |
| 12400 BNY LOAN RECEIVBLE | 0.00 |
| 15300 CONSTRUCTION IN PROGRESS | 4,476,165.83 |
| 18000 DEPOSITS | 0.00 |
| 18500 OTHER DEFERRED ASSETS | 0.00 |
| 18700 Deferred Lease Asset | 2,950,006.00 |
| 19000 Deferred Outflows of PERS | 482,524.00 |
| Total Other Assets | \$7,908,695.83 |
| TOTAL ASSETS | \$28,948,578.27 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 20000 ACCOUNTS PAYABLE | 732,162.94 |
| Total Accounts Payable | \$732,162.94 |
| Credit Cards | |
| 20112 US Bank Visa | 7,193.00 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of December 31, 2025

| | TOTAL |
|--|-------------------|
| Total Credit Cards | \$7,193.00 |
| Other Current Liabilities | |
| 20000.1 ACCOUNTS PAYABLE YR END ADJUST | -35,020.17 |
| 20100 LEASE PAYABLE TO HBDA | 0.00 |
| 20200 NOTES PAYABLE | 190,571.30 |
| 20400 ACCRUED WAGES PAYABLE | 38,925.89 |
| 20500 ACCRUED INTEREST | 11,780.00 |
| 20600 ACCRUED VACATION PAYABLE | 58,871.69 |
| 20700 ACCRUED SICK LEAVE PAYABLE | 60,579.54 |
| 20800 DEPOSITS ON HAND | 0.00 |
| 20801 KEY DEPOSITS ON HAND | 19,640.00 |
| 20802 PLUG DEPOSITS ON HAND | 1,430.00 |
| 20803 SLIP DEPOSITS ON HAND | 60,067.80 |
| 20804 STORAGE DEPOSITS | 4,409.15 |
| 20805 CONF. ROOM DEPOSITS | 0.00 |
| 20806 LEASE SECURITY DEPOSIT | 95,123.92 |
| 20807 STORAGE DEPOSIT - REDWOOD DOCK | 2,943.31 |
| 20808 WAIT LIST DEPOSIT | 6,425.00 |
| 20809 HAUL OUT DEPOSIT | 0.00 |
| Total 20800 DEPOSITS ON HAND | 190,039.18 |
| 22000 DEFERRED LEASE INCOME | 0.00 |
| 24000 Ground Lease Deferred Income | 0.00 |
| 24002 Groundlease Current Def Income | 0.00 |
| 27201 Deferred Inflows - OPEB | 10,067.00 |
| 28000 DEFERRED INCOME | 163,198.42 |
| 28400 DEFERREDINCOMECalTrans Spartina | 463,032.58 |
| 28402 DEFERREDINCOME CalTrans Eelgrass | 101,329.35 |
| 28500 OTHER DEFERRED CREDITS | 0.00 |
| Payroll tax & Withholding Liab | |
| 2100 PAYROLL LIABILITIES | 0.00 |
| 21000 WAGE GARNISHES | 0.00 |
| 2110 DIRECT DEPOSIT LIABILITIES | -45,801.42 |
| 21100 FEDERAL WITHHOLDING TAX | 0.00 |
| 2111 *DIRECT DEPOSIT LIABILITIES | 0.01 |
| 21200 STATE WITHHOLDING TAX | -0.03 |
| 21300 STATE UNEMPLOYMENT TAX | 151.67 |
| 21400 SOCIAL SECURITY/MEDICARE TAX | -0.03 |
| 21500 AFLAC | 0.00 |
| 21600 PERS CARE/MEDICAL INSURANCE | -2,398.08 |
| 21700 PERS RETIREMENT | 0.00 |
| 21701 PERS DEFERRED COMPENSATION | 0.00 |
| 21800 STATE DISABILITY INSURANCE | 0.00 |
| 21900 UNION DUES DEDUCTIBLE | 0.00 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of December 31, 2025

| | TOTAL |
|---|------------------------|
| Total Payroll tax & Withholding Liab | -48,047.88 |
| Sales Tax Agency Payable | 0.00 |
| Total Other Current Liabilities | \$1,205,326.90 |
| Total Current Liabilities | \$1,944,682.84 |
| Long-Term Liabilities | |
| 24001 Gound Lease Amortization | 0.00 |
| 24003 Groundlease Current Offset | 0.00 |
| 25000 DUE STATE OF CALIFORNIA | 0.00 |
| 25100 NOTES PAYABLE- CMIA | 0.00 |
| 25200 ENVIRONMENTAL REMEDIATION LIAB | 0.00 |
| 25300 BOND PAYABLE - DEEP DREDGING | 0.00 |
| 25400 Note Payable - No. Valley Bank | 0.00 |
| 25500 OPEB Liability | 94,816.00 |
| 25600 Note Payable-Coast Seafoods Co. | 0.00 |
| 25700 BOND PAYABLE 2014 REFINANCING | 993,386.92 |
| 25800 BBVA Loan Payable | 625,800.42 |
| 25900 LESS CURRENT PORTION | -190,571.30 |
| 26000 CAPITAL LEASE PAYABLE | 0.00 |
| 26100 Rate Stabilization Fund | 4,928,000.00 |
| 27000 Net Pension Liability | 1,479,612.00 |
| 27200 Deferred Inflows of PERS | 38,154.00 |
| 27202 Deferred Inflows - Leases | 2,690,202.00 |
| Total Long-Term Liabilities | \$10,659,400.04 |
| Total Liabilities | \$12,604,082.88 |
| Equity | |
| 3000 OPENING BALANCE EQUITY | 0.00 |
| 30200 GOVT CONTRIBUTIONS MARINA | 0.00 |
| 30201 ACCUM DEPR MARINA, EDA PORTION | 0.00 |
| 30300 GOVT CNTRB/FL BOAT BLDG/RPR FAC | 0.00 |
| 30301 ACCUM DEPR - FL BOAT BLDG & RPR | 0.00 |
| 30400 GOVT CONTRIB - CA DEPT OF B&W | 0.00 |
| 30401 ACCUM DEPR/SHELTER COVE B&W | 0.00 |
| 30500 INVESTMENT IN FIXED ASSETS | 11,208,910.72 |
| 30505 Change In Invest Fixed Assets | 1,327,061.24 |
| Total 30500 INVESTMENT IN FIXED ASSETS | 12,535,971.96 |
| 30900 RESTRICTED FUND BALANCE | -2,148,290.54 |
| 30901 Restricted Fd Bal-Curr Yr Chang | 3,111,712.82 |
| Total 30900 RESTRICTED FUND BALANCE | 963,422.28 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of December 31, 2025

| | TOTAL |
|--|------------------------|
| 31200 GENERAL FUND BALANCE | 1,998,049.71 |
| 31000 FUND BALANCE - TIDELANDS TRUST | -876,282.21 |
| 31100 Designated for General Fd Reser | 0.00 |
| 31108 Designated Bal-Curr Yr Change | 0.00 |
| Total 31100 Designated for General Fd Reser | 0.00 |
| 31201 General Fund-Change is Restrict | -3,141,006.50 |
| 31205 General Fund Invest Fixed Asset | 0.00 |
| 31208 General Fund Change in Designat | 0.00 |
| Total 31200 GENERAL FUND BALANCE | -2,019,239.00 |
| 3900 RETAINED EARNINGS | 971,591.01 |
| Net Income | 3,892,749.14 |
| Total Equity | \$16,344,495.39 |
| TOTAL LIABILITIES AND EQUITY | \$28,948,578.27 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|--|---------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| Income | | |
| 52708.1 Discount | | 105.04 |
| Donations | | |
| 46519 Donations - Lighthouse | | 2.00 |
| Total Donations | | 2.00 |
| Dredging Revenue | | |
| 41318 Dredging Surcharge - T | 15,885.85 | 113,168.67 |
| Total Dredging Revenue | 15,885.85 | 113,168.67 |
| Fees | | |
| 40108 PERMITS-T | | 1,750.00 |
| 40808 Pilotage Services - T | | 1,486.02 |
| 41308.1 Poundage - T | | 30.34 |
| 41818 Late Charges/Interest - T | 4,125.00 | 26,865.00 |
| 41819 Late Charges/Interest - NT | 711.50 | 5,105.55 |
| 45608 Chevron - Ports O&M - T | 8,087.50 | 16,175.00 |
| Total Fees | 12,924.00 | 51,411.91 |
| Float Replacement Account | | |
| 41418 Float Replacement | 4,932.71 | 35,583.61 |
| Total Float Replacement Account | 4,932.71 | 35,583.61 |
| Grant Revenue | | |
| Conservation Grants | | |
| 45208.3 Conservation Grants, Gov't - T | | 109,323.93 |
| Total Conservation Grants | | 109,323.93 |
| Harbor Grants | | |
| 45208.1 Harbor Grants, Gov't - T | 1,187,500.77 | 3,809,565.35 |
| Total Harbor Grants | 1,187,500.77 | 3,809,565.35 |
| Recreation Grants | | |
| 45208.2 Recreation Grants, Gov't - T | | 25,447.88 |
| Total Recreation Grants | | 25,447.88 |
| Total Grant Revenue | 1,187,500.77 | 3,944,337.16 |
| Harbor Surcharge | | |
| 40908 Harbor Improvement Surcharge-T | 4,794.00 | 71,529.97 |
| Total Harbor Surcharge | 4,794.00 | 71,529.97 |
| Interest Revenue | | |
| 43108 Interest Income - T | 1,542.97 | 6,207.25 |
| 43109 Interest Income - NT | 5,036.22 | 7,953.37 |
| 43318 Interest On Del Accts - T | | 504.04 |
| Total Interest Revenue | 6,579.19 | 14,664.66 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|---|-----------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| Other Revenue | | |
| 45908 Other Revenue - T | 3.00 | 13.10 |
| 45909 Other Revenue - NT | 20,624.57 | 65,046.19 |
| 45911 Other Revenue - Spartina | 269,445.31 | 447,457.71 |
| Total Other Revenue | 290,072.88 | 512,517.00 |
| Rent Income | | |
| 40218 Slip Rents - T | 39,791.67 | 279,801.36 |
| 40318.1 Transient Rentals - T | 635.11 | 14,259.48 |
| 40518 Equipment Rent - T | | 2,291.83 |
| 40519 Equipment Rent - NT | | 460.00 |
| 40709 FL BUILDING SPACE RENT G/NT | 3,404.85 | 20,429.10 |
| 40809 Yard Rent - NT | 3,524.58 | 17,841.48 |
| 41108 Rents, Tidelands Leases - T | 21,821.29 | 222,299.76 |
| 41309 Storage - NT | 5,415.01 | 24,273.71 |
| 41409 Upland Rent - NT | 69,768.80 | 439,491.82 |
| Total Rent Income | 144,361.31 | 1,021,148.54 |
| Sales | | |
| 40118 SALES & PERMITS M/T | 1,320.00 | 4,320.00 |
| 40119 Concession Sales - NT | 421.00 | 3,741.55 |
| Total Sales | 1,741.00 | 8,061.55 |
| Tax Revenue | | |
| 43509 Property Tax Revenues | 221,084.98 | 771,084.98 |
| 45009 Other Federal Tax Revenue | | 14.19 |
| Total Tax Revenue | 221,084.98 | 771,099.17 |
| Utility Surcharge | | |
| 40409 Utility Surcharge - NT | 13,312.09 | 75,248.30 |
| 40418 Utility Surcharge, Marina Dock | 12,048.38 | 34,221.80 |
| Total Utility Surcharge | 25,360.47 | 109,470.10 |
| Total Income | \$1,915,237.16 | \$6,653,099.38 |
| GROSS PROFIT | \$1,915,237.16 | \$6,653,099.38 |
| Expenses | | |
| 57018 Bank Service Charges | 462.94 | 2,811.30 |
| Accounting/Auditing Services | | |
| 52500 Accounting Fees - T | 7,495.50 | 56,104.88 |
| 52508 Accounting Fees - NT | 3,798.50 | 21,738.62 |
| Total Accounting/Auditing Services | 11,294.00 | 77,843.50 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|---|------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| Advertising & Promotion | | |
| 51000 Advertising & Promotion - NT | | 262.48 |
| 51008 Advertising & Promotion - T | | 171.97 |
| Total Advertising & Promotion | | 434.45 |
| Bad Debts | | |
| 51308 Bad Debts - T | | 175.00 |
| Total Bad Debts | | 175.00 |
| Communications | | |
| 51400 Communications - NT | 1,162.79 | 6,856.85 |
| 51408 Communications - T | 174.63 | 1,032.36 |
| Total Communications | 1,337.42 | 7,889.21 |
| Conference & Meetings | | |
| 51500 Conferences & Meetings - NT | -1,124.84 | 5,274.18 |
| 51508 Conferences & Meetings - T | | 249.23 |
| Total Conference & Meetings | -1,124.84 | 5,523.41 |
| Depreciation | | |
| 53509 Depreciation - NT | 68,204.00 | 409,224.00 |
| Total Depreciation | 68,204.00 | 409,224.00 |
| Dredging Expense | | |
| 55608 Dredging Expense - T | | 40,267.00 |
| 56708 Dredging - GT | | 390.00 |
| 56718 Dredging - MT | | |
| Total Dredging Expense | | 40,657.00 |
| Dues, Subscriptions & Licences | | |
| 51600 Dues & Subscriptions - NT | 8,520.62 | 25,211.31 |
| 51608 Dues & Subscriptions - T | 1,094.64 | 2,553.64 |
| Total Dues, Subscriptions & Licences | 9,615.26 | 27,764.95 |
| Elections & Government Fees | | |
| 51700 Elections & Prop Tax Assess-NT | 17,285.50 | 21,698.86 |
| Total Elections & Government Fees | 17,285.50 | 21,698.86 |
| Engineering Services | | |
| 52400 Engineering Fees - NT | 671.25 | 26,952.40 |
| 52408 Engineering Fees - T | 3,807.75 | 6,739.00 |
| Total Engineering Services | 4,479.00 | 33,691.40 |
| Fuel | | |
| 51200 Automotive, Fuel- NT | 470.21 | 4,085.13 |
| 51208 Vessel Fuel | 438.89 | 719.23 |
| 51218 Automotive, Fuel - T | 470.22 | 4,085.13 |
| Total Fuel | 1,379.32 | 8,889.49 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|--|------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| Grant Expenses | | |
| Conservation Grant Expenses | | |
| 54408.3 Conservation Grant Exp | | 5,242.50 |
| Total Conservation Grant Expenses | | 5,242.50 |
| Harbor Grant Expenses | | |
| 54408.1 Harbor Grant Exp | 20,476.25 | 29,452.30 |
| Total Harbor Grant Expenses | 20,476.25 | 29,452.30 |
| Recreation Grant Expenses | | |
| 54408.2 Recreation Grant Exp | | 0.00 |
| Total Recreation Grant Expenses | | 0.00 |
| Total Grant Expenses | 20,476.25 | 34,694.80 |
| Insurance | | |
| 51800 Insurance - NT | 9,798.50 | 78,955.77 |
| 51808 Insurance - T | | 19,709.50 |
| Total Insurance | 9,798.50 | 98,665.27 |
| Interest Expense | | |
| 55108 Interest Expense - T | 4,156.00 | 41,101.36 |
| 55109 Interest Expense - NT | 52,116.69 | 123,026.56 |
| Total Interest Expense | 56,272.69 | 164,127.92 |
| Legal Services | | |
| 52300 Legal Fees - NT | 1,451.25 | 36,818.64 |
| 52308 Legal Fees - T | 483.75 | 2,356.87 |
| Total Legal Services | 1,935.00 | 39,175.51 |
| Maintenance - Equipment | | |
| 51209 Automotive, Repairs - NT | 112.34 | 2,684.54 |
| 52710 Repairs & Maint, Equip - NT | 28.27 | 478.94 |
| 52718 Repairs & Maint, Equip - T | 30.90 | 11,470.38 |
| Total Maintenance - Equipment | 171.51 | 14,633.86 |
| Maintenance - Facilities | | |
| 52708 Repairs & Maint, Facilities - T | 2,809.56 | 46,218.55 |
| 52719 Repairs & Maint, Facilities - N | 9,687.32 | 22,039.81 |
| Total Maintenance - Facilities | 12,496.88 | 68,258.36 |
| Maintenance - IT | | |
| 57008 Maintenance, IT Equip - T | 1,177.00 | 4,057.00 |
| 57009 Maintenance, IT Equip - NT | 575.00 | 2,012.50 |
| Total Maintenance - IT | 1,752.00 | 6,069.50 |
| Maintenance Supplies | | |
| 52008 Maintenance Supplies - T | | 602.30 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|--|-------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| 52010 Maintenance Supplies - NT | 1,835.70 | 11,089.21 |
| Total Maintenance Supplies | 1,835.70 | 11,691.51 |
| Office Supplies | | |
| 51900 Office Supplies - NT | 4,750.94 | 37,637.74 |
| 51908 Office Supplies - T | 511.12 | 2,970.71 |
| 52100 Outside Services - NT | | 14.32 |
| Total Office Supplies | 5,262.06 | 40,622.77 |
| Other Expenses | | |
| 53709 Cash Over/Short - NT | -100.00 | -100.00 |
| 54405 Other Expenses - Spartina | 269,445.05 | 388,228.44 |
| 55419 Other Expenses - NT | 0.26 | 3,327.86 |
| Total Other Expenses | 269,345.31 | 391,456.30 |
| Other Professional/Outside Serv | | |
| 52109 Outside Services, Other - NT | 4,682.52 | 17,598.02 |
| 52118 Outside Services, Other - T | | 1,800.00 |
| Total Other Professional/Outside Serv | 4,682.52 | 19,398.02 |
| Permits | | |
| 51610 Permits - NT | | 12,964.49 |
| 51618 Permits - T | | 2,811.00 |
| Total Permits | | 15,775.49 |
| Personnel Expenses | | |
| Payroll Burden | | |
| 50500 Payroll Benefits, Other - NT | 36,609.10 | 219,362.50 |
| 50508 Payroll Benefits, Other - T | 9,689.96 | 59,107.22 |
| 6560 Workers' Comp | 3,922.73 | 9,729.50 |
| Total Payroll Burden | 50,221.79 | 288,199.22 |
| Salaries/Wages | | |
| 50100 Salaries & Wages - NT | 84,451.87 | 550,950.41 |
| Total Salaries/Wages | 84,451.87 | 550,950.41 |
| Total Personnel Expenses | 134,673.66 | 839,149.63 |
| Planning Services | | |
| 52200 Planning Fees - NT | -11,600.41 | 2,380.09 |
| 52208 Planning Fees - T | 3,815.67 | 21,153.17 |
| Total Planning Services | -7,784.74 | 23,533.26 |
| Small Tools | | |
| 52800 Small Tools - NT | | 1,283.93 |
| 52808 Small Tools - T | | 121.26 |
| Total Small Tools | | 1,405.19 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

December 2025

| | TOTAL | |
|---|-----------------------|-----------------------|
| | DEC 2025 | JUL - DEC, 2025 (YTD) |
| Utilities | | |
| 52909 Utilities - NT | 36,649.72 | 146,827.17 |
| 52918 Utilities - T | 25,115.68 | 48,454.91 |
| 53000 Water, Sewer, & Refuse - NT | 12,877.53 | 67,980.53 |
| 53008 Water, Sewer, & Refuse - T | 5,287.37 | 33,525.89 |
| Total Utilities | 79,930.30 | 296,788.50 |
| Total Expenses | \$703,780.24 | \$2,702,048.46 |
| NET OPERATING INCOME | \$1,211,456.92 | \$3,951,050.92 |
| Other Expenses | | |
| Other Non-operating Expenses | | |
| 55409 OTHER EXPENSES G/NT | 16,653.65 | 58,301.78 |
| Total Other Non-operating Expenses | 16,653.65 | 58,301.78 |
| Total Other Expenses | \$16,653.65 | \$58,301.78 |
| NET OTHER INCOME | \$ -16,653.65 | \$ -58,301.78 |
| NET INCOME | \$1,194,803.27 | \$3,892,749.14 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Agenda Item 8b.
& 8c.

Bill Payment List

November - December, 2025

| DATE | NUM | VENDOR | AMOUNT |
|-------------------------------|----------------|--|-------------|
| 10200.1 Cash in PNC, Checking | | | |
| 11/05/2025 | ACH11072025-01 | CalPERS 457 Program | -350.00 |
| 11/05/2025 | ACH11072025-02 | CalPERS Health | -21,169.87 |
| 11/07/2025 | 4410 | Coastal Business Systems, Inc. | -481.98 |
| 11/07/2025 | 4411 | 314intermedia | -60.00 |
| 11/07/2025 | 4412 | Eureka-Humboldt Fire Extinguisher Co. | -1,993.41 |
| 11/07/2025 | 4413 | Solink Corporation | -155.00 |
| 11/07/2025 | 4414 | RMI Outdoors | -117.09 |
| 11/07/2025 | 4415 | SDRMA | -700.41 |
| 11/07/2025 | 4416 | Foster & Foster, Inc. | -1,800.00 |
| 11/07/2025 | 4417 | Security Lock & Alarm | -22.05 |
| 11/07/2025 | 4418 | Humboldt Bay Municipal Water Dist. | -1,394.81 |
| 11/07/2025 | 4419 | SHN Consulting Engineers & Geologists | -5,577.50 |
| 11/07/2025 | 4420 | Napa Auto Parts | -149.63 |
| 11/07/2025 | 4421 | Standard Insurance Company | -292.60 |
| 11/07/2025 | 4422 | Humboldt Community Services District | -18.00 |
| 11/07/2025 | 4423 | Valley Pacific Petroleum Services, Inc | -26.42 |
| 11/07/2025 | 4424 | Humboldt Waste Management Authority | -117.17 |
| 11/07/2025 | 4425 | Network Help To Go | -575.00 |
| 11/07/2025 | 4426 | Matthews Paints | -112.46 |
| 11/07/2025 | 4427 | Pacific Gas & Electric (Non-Energy) | -225.35 |
| 11/07/2025 | 4428 | Western Chainsaw | -76.75 |
| 11/07/2025 | 4429 | MSC Industrial Supply Co. | -37.49 |
| 11/07/2025 | 4430 | Amazon Business (Invoices) | -332.01 |
| 11/07/2025 | 4431 | B & B Portable Toilets | -133.69 |
| 11/07/2025 | 4432 | StewTel, Inc. | -349.26 |
| 11/07/2025 | 4433 | Lawson Products, Inc. | -71.11 |
| 11/07/2025 | 4434 | Miller Farms Nursery | -61.04 |
| 11/07/2025 | 4435 | Mission Uniform & Linen | -583.54 |
| 11/07/2025 | 4436 | Recology Eel River | -574.79 |
| 11/07/2025 | 4437 | Recology Humboldt County (061218064) | -402.28 |
| 11/07/2025 | 4438 | Moffatt & Nichol | -594,951.29 |
| 11/07/2025 | 4440 | Nilsen Company | -385.49 |
| 11/07/2025 | 4441 | Campton Electric Supply | -144.43 |
| 11/07/2025 | 4442 | Moffatt & Nichol | -2,182.09 |
| 11/07/2025 | 4443 | Times Printing Co | -127.23 |
| 11/07/2025 | 4444 | Grossman Hague | -8,954.00 |
| 11/07/2025 | 4445 | 101Netlink | -370.00 |
| 11/07/2025 | 4446 | Hensell Materials, Inc. | -104.19 |
| 11/07/2025 | 4447 | Pierson Building Center | -595.76 |
| 11/07/2025 | 4448 | Moffatt & Nichol | -9,340.48 |
| 11/07/2025 | 4449 | Shelter Cove Fishing Preservation Inc | -2,083.33 |
| 11/07/2025 | 4450 | Englund Marine Supply | -154.49 |
| 11/07/2025 | 4451 | Zerlang and Zerlang Marine Services | -1,800.00 |
| 11/07/2025 | 4452 | Eureka Oxygen Company | -107.75 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

November - December, 2025

| DATE | NUM | VENDOR | AMOUNT |
|------------|----------------|--|-------------|
| 11/07/2025 | 4453 | Microbac Laboratories, Inc | -520.00 |
| 11/07/2025 | 4454 | Shafer's Ace Hardware #4726 | -12.15 |
| 11/17/2025 | ACH11172025-01 | Pacific Gas & Electric (8259-4) | -16,386.31 |
| 11/07/2025 | ACH11072025-04 | Francotyp-Postalia | -300.00 |
| 11/21/2025 | ACH11212025-01 | PERS Unfunded Accrued Liab | -10,916.00 |
| 11/21/2025 | ACH11212025-02 | CalPERS 457 Program | -350.00 |
| 11/21/2025 | 4468 | Tony Gosselin & Sons | -95.00 |
| 11/21/2025 | 4463 | MSC Industrial Supply Co. | -33.34 |
| 11/21/2025 | 4457 | Advanced Security Systems | -52.92 |
| 11/21/2025 | 4464 | Planwest Partners, Inc. | -5,455.00 |
| 11/21/2025 | 4461 | Lawson Products, Inc. | -27.12 |
| 11/21/2025 | 4459 | Humboldt Bay Solar Fund LLC | -9,779.32 |
| 11/21/2025 | 4466 | Shelter Cove Resort Improvement District | -292.72 |
| 11/21/2025 | 4462 | Moffatt & Nichol | -2,289.27 |
| 11/21/2025 | 4458 | Cal Poly Sponsored Programs Foundation | -21,399.34 |
| 11/21/2025 | 4469 | Valley Pacific Petroleum Services, Inc | -1,123.29 |
| 11/21/2025 | 4460 | Humboldt County-Planning Dept | -113.00 |
| 11/21/2025 | 4467 | State Water Resources Control Board | -1,873.00 |
| 11/21/2025 | 4470 | Verizon Wireless | -219.87 |
| 11/21/2025 | 4465 | Recology Humboldt County (A0060000265) | -2,593.38 |
| 11/21/2025 | 4473 | Humboldt Waste Management Authority | -52.78 |
| 11/21/2025 | 4475 | Mitchell Law Firm, LLP | -1,867.51 |
| 11/21/2025 | 4478 | Western Chainsaw | -65.05 |
| 11/21/2025 | 4471 | Amazon Business (Invoices) | -210.24 |
| 11/21/2025 | 4476 | State Water Resources Control Board | -669.52 |
| 11/21/2025 | 4477 | Verizon Wireless | -372.66 |
| 11/21/2025 | 4472 | Campton Electric Supply | -217.63 |
| 11/21/2025 | 4474 | K&L Gates LLP | -1,554.00 |
| 11/21/2025 | 4483 | Alber's Tractor & Ag Work | -1,575.00 |
| 11/28/2025 | DD | Howser, Suzie | -855.70 |
| 11/26/2025 | 4484 | Moffatt & Nichol | -618,075.47 |
| 12/03/2025 | ACH12052025-01 | CalPERS 457 Program | -350.00 |
| 12/05/2025 | 4491 | Coastal Business Systems, Inc. | -481.98 |
| 12/05/2025 | 4496 | Humboldt Waste Management Authority | -69.11 |
| 12/05/2025 | 4500 | Network Help To Go | -575.00 |
| 12/05/2025 | 4487 | Alber's Tractor & Ag Work | -1,800.00 |
| 12/05/2025 | 4485 | 314intermedia | -60.00 |
| 12/05/2025 | 4498 | MSC Industrial Supply Co. | -17.09 |
| 12/05/2025 | 4502 | Pacific Gas & Electric (8259-4) | -6,379.72 |
| 12/05/2025 | 4492 | Eureka Chamber of Commerce | -470.00 |
| 12/05/2025 | 4486 | Advanced Security Systems | -226.50 |
| 12/05/2025 | 4503 | SDRMA | -700.41 |
| 12/05/2025 | 4493 | Francotyp-Postalia | -146.83 |
| 12/05/2025 | 4488 | B & B Portable Toilets | -133.69 |
| 12/05/2025 | 4504 | Security Lock & Alarm | -77.18 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

November - December, 2025

| DATE | NUM | VENDOR | AMOUNT |
|------------|----------------|--|-------------|
| 12/05/2025 | 4497 | Mission Uniform & Linen | -603.49 |
| 12/05/2025 | 4499 | Napa Auto Parts | -54.53 |
| 12/05/2025 | 4505 | Standard Insurance Company | -292.60 |
| 12/05/2025 | 4495 | Humboldt Community Services District | -18.00 |
| 12/05/2025 | 4501 | Nilsen Company | -303.28 |
| 12/05/2025 | 4489 | City of Eureka (Sewer) | -2,216.72 |
| 12/05/2025 | 4490 | City of Eureka (Water) | -8,292.02 |
| 12/05/2025 | 4506 | Miller Farms Nursery | -46.75 |
| 12/05/2025 | 4507 | Pierson Building Center | -328.33 |
| 12/05/2025 | 4509 | Gelinas James, Inc. | -2,875.00 |
| 12/05/2025 | 4510 | Recology Eel River | -574.79 |
| 12/05/2025 | 4511 | Recology Humboldt County (061218064) | -402.28 |
| 12/05/2025 | 4508 | Eureka-Humboldt Fire Extinguisher Co. | -293.02 |
| 12/05/2025 | 4512 | Solink Corporation | -155.00 |
| 12/09/2025 | ACH12092025-01 | CalPERS Health | -21,169.87 |
| 12/12/2025 | 4513 | Humboldt County-Planning Dept | -2,446.00 |
| 12/16/2025 | 4514 | Moffatt & Nichol | -566,618.75 |
| 12/16/2025 | ACH12162025-01 | PNC Bank, N.A. | -234,336.70 |
| 12/19/2025 | 4529 | Pacific Gas & Electric (3494-4) | -380.30 |
| 12/19/2025 | 4522 | Grossman Hague | -14,465.50 |
| 12/19/2025 | 4525 | Humboldt Waste Management Authority | -501.39 |
| 12/19/2025 | 4516 | Alber's Tractor & Ag Work | -3,250.00 |
| 12/19/2025 | 4527 | Mr. Rooter Plumbing | -1,160.09 |
| 12/19/2025 | 4517 | Amazon Business (Invoices) | -85.77 |
| 12/19/2025 | 4519 | Eureka Oxygen Company | -109.00 |
| 12/19/2025 | 4521 | Gelinas James, Inc. | -1,562.50 |
| 12/19/2025 | 4524 | Humboldt Recycling, LLC. | -45.00 |
| 12/19/2025 | 4515 | 101Netlink | -370.00 |
| 12/19/2025 | 4523 | Humboldt Bay Municipal Water Dist. | -1,428.61 |
| 12/19/2025 | 4526 | Mitchell Law Firm, LLP | -1,575.00 |
| 12/19/2025 | 4518 | Eureka Overhead Door Co., Inc | -1,046.03 |
| 12/19/2025 | 4520 | Flagstar Public Funding Corp. | -104,720.00 |
| 12/17/2025 | ACH12192025-01 | CalPERS 457 Program | -350.00 |
| 12/19/2025 | 4530 | Moffatt & Nichol | -16,653.65 |
| 12/19/2025 | 4551 | World Oil Environmental Services | -153.00 |
| 12/19/2025 | 4547 | Tony Gosselin & Sons | -30.00 |
| 12/19/2025 | 4541 | Shelter Cove Fishing Preservation Inc | -2,083.33 |
| 12/19/2025 | 4550 | Western Chainsaw | -134.67 |
| 12/19/2025 | 4536 | Pacific Gas & Electric (1906-4) | -17,943.16 |
| 12/19/2025 | 4537 | Palmero, Mario | -600.00 |
| 12/19/2025 | 4539 | SDRMA | -35,020.19 |
| 12/19/2025 | 4545 | StewTel, Inc. | -349.26 |
| 12/19/2025 | 4534 | Eureka Ready Mix | -505.69 |
| 12/19/2025 | 4535 | Humboldt Bay Solar Fund LLC | -6,540.87 |
| 12/19/2025 | 4542 | Shelter Cove Resort Improvement District | -131.88 |

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

November - December, 2025

| DATE | NUM | VENDOR | AMOUNT |
|--|----------------|--|-------------------------|
| 12/19/2025 | 4543 | SHN Consulting Engineers & Geologists | -11,373.25 |
| 12/19/2025 | 4533 | California Special Districts Association | -7,747.00 |
| 12/19/2025 | 4540 | Shafer's Ace Hardware #4726 | -52.96 |
| 12/19/2025 | 4548 | Valley Pacific Petroleum Services, Inc | -960.83 |
| 12/19/2025 | 4544 | State Water Resources Control Board | -375.00 |
| 12/19/2025 | 4549 | Verizon Wireless | -372.66 |
| 12/19/2025 | 4538 | Recology Humboldt County (A0060000265) | -2,143.41 |
| 12/19/2025 | 4552 | State Water Resources Control Board | -563.00 |
| 12/19/2025 | 4553 | Verizon Wireless | -245.50 |
| 12/18/2025 | 4554 | State Water Resources Control Board | -1,873.00 |
| 12/19/2025 | 4555 | State Water Resources Control Board | -10,186.00 |
| 12/19/2025 | 4558 | Thrifty Supply | -455.54 |
| 12/31/2025 | DD | Howser, Suzie | -958.58 |
| 12/31/2025 | ACH12312025-01 | PERS Unfunded Accrued Liab | -10,916.00 |
| Total for 10200.1 Cash in PNC, Checking | | | \$ -2,470,540.09 |

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made this 12th day of February, 2026 (“Effective Date”), by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a public entity (“District”), and ROBERT HOLMLUND (“Employee”).

RECITALS

A. Employee is employed pursuant to that Employment Agreement dated October 11, 2021, as previously amended (collectively, the “Agreement”).

B. By way of this Amendment, Employee and the District desire to modify the Agreement to, among other things, (i) extend the term of the Agreement; (ii) provide Employee with a merit based adjustment for calendar year 2026; (iii) provide Employee a Cost of Living Adjustment for calendar year 2026; and (iv) provide for automatic Cost of Living increase to be effective each January 1 during the term.

AGREEMENT

NOW, THEREFORE, for adequate consideration (the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Amendment to Section 5 of the Agreement. Section “5” of the Agreement is hereby deleted and replaced in its entirety with the following:

Notwithstanding anything in the Agreement to the contrary, Employee and the District agree that for the period commencing on January 1, 2026, Employee’s annual salary shall be adjusted as follows: (i) a cost of living increase equal to 3.0% and (ii) a merit increase equal to \$4,800; for a combined annual salary of \$146,940. Additionally, Employee shall receive a one-time \$5,000 lump sum performance bonus if, during the Term, all necessary Coastal Development Permits are received from the California Coastal Commission approving the development and operation of the District’s proposed new heavy lift terminal at Redwood Marine Terminal I.

Beginning January 1, 2027, and on each January 1 thereafter during the Term, Employee’s then-current annual salary shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics for the twelve (12) month period ending each October immediately preceding the January

1 adjustment date; provided, however, that each such annual adjustment shall not be less than three percent (3%) nor more than six percent (6%).

In the discretion of the Executive Director, and subject to approval by the District's Board of Commissioners, Employee may receive a merit-based salary increase following the completion of a formal performance evaluation. Any such merit increase shall be prospective only and shall be implemented, if at all, solely through a written amendment to this Agreement approved by the Board of Commissioners. Any merit increase, if approved, shall be applied independently of, and shall not alter the calculation of, any cost-of-living adjustment unless expressly stated in a written amendment approved by the Board of Commissioners.

2. Health Insurance Waiver. The parties acknowledge and agree that the health insurance waiver set forth in Section 6 of the Employment Agreement remains in full force and effect and is not modified by this Amendment.

3. Amendment to Section 8 of the Agreement. Without limiting the "at-will" nature of the employment, the term of this Agreement shall be extended through December 31, 2028. Nothing herein shall be construed to create a guarantee of continued employment for any period of time, and all compensation adjustments are subject to continued at-will employment and lawful budgetary appropriations. Nothing in this Amendment shall be construed to create any severance rights, vested compensation rights, or property interest in continued employment.

4. No Further Modification; Conflict. Except as set forth in this Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Agreement, and the terms, covenants and conditions of this Amendment, the terms, covenants and conditions of this Amendment shall govern and control.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT,
a California public entity

By: _____

Name: Chris Mikkelsen

Title: Executive Director

ROBERT HOLMLUND

By: _____

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made this 12th day of February, 2026 (“Effective Date”), by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a public entity (“District”), and MINDY HILEY (“Employee”).

RECITALS

A. Employee is employed pursuant to that Employment Agreement dated June 21, 2018, as previously amended (collectively, the “Agreement”).

B. By way of this Amendment, Employee and the District desire to modify the Agreement to, among other things, (i) extend the term of the Agreement; (ii) provide Employee with a merit based adjustment for calendar year 2026; (iii) provide Employee a Cost of Living Adjustment for calendar year 2026; and (iv) provide for automatic Cost of Living increase to be effective each January 1 during the term.

AGREEMENT

NOW, THEREFORE, for adequate consideration (the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Amendment to Section 5 of the Agreement. Section “5” of the Agreement is hereby deleted and replaced in its entirety with the following:

Notwithstanding anything in the Agreement to the contrary, Employee and the District agree that for the period commencing on January 1, 2026, Employee’s annual salary shall be adjusted as follows: (i) a cost of living increase equal to 3.0% and (ii) a merit increase equal to \$4,800; for a combined annual salary of \$127,795. Additionally, Employee shall receive a one-time \$5,000 lump sum performance bonus if, during the Term, all necessary Coastal Development Permits are received from the California Coastal Commission approving the development and operation of the District’s proposed new heavy lift terminal at Redwood Marine Terminal I.

Beginning January 1, 2027, and on each January 1 thereafter during the Term, Employee’s then-current annual salary shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics for the twelve (12) month period ending each October immediately preceding the January

1 adjustment date; provided, however, that each such annual adjustment shall not be less than three percent (3%) nor more than six percent (6%).

In the discretion of the Executive Director, and subject to approval by the District's Board of Commissioners, Employee may receive a merit-based salary increase following the completion of a formal performance evaluation. Any such merit increase shall be prospective only and shall be implemented, if at all, solely through a written amendment to this Agreement approved by the Board of Commissioners. Any merit increase, if approved, shall be applied independently of, and shall not alter the calculation of, any cost-of-living adjustment unless expressly stated in a written amendment approved by the Board of Commissioners.

2. Amendment to Section 7 of the Agreement. Without limiting the "at-will" nature of the employment, the term of this Agreement shall be extended through December 31, 2028. Nothing herein shall be construed to create a guarantee of continued employment for any period of time, and all compensation adjustments are subject to continued at-will employment and lawful budgetary appropriations. Nothing in this Amendment shall be construed to create any severance rights, vested compensation rights, or property interest in continued employment.

3. No Further Modification; Conflict. Except as set forth in this Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Agreement, and the terms, covenants and conditions of this Amendment, the terms, covenants and conditions of this Amendment shall govern and control.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT,
a California public entity

By: _____

Name: Chris Mikkelsen

Title: Executive Director

MINDY HILEY

By: _____

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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



STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: February 4, 2026

TITLE: Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for February 2026. This month's update will not include technical speakers.

FUNDING UPDATE: During the September 2025 Board meeting, staff reported that the Federal Department of Transportation withdrew/terminated the Humboldt Bay Heavy Lift Marine Terminal project's PIDP and INFRA grants. The Federal government communications indicated that our project is inconsistent with Federal priorities, including the installation of solar panels to produce on-site power, inclusion of EV charging infrastructure for employee parking spaces, and overall support for "... the growth of zero-emission transportation and society-wide decarbonization."

At the September meeting, staff reported the plan to do the following unless directed to do otherwise by the Board:

1. Temporarily pause most parts of the project, including community engagement.
2. Work with the California Energy Commission (CEC) to replace the lost Federal funds that were dedicated to permitting, design, and community engagement.
3. As soon as project funding is replaced, bring the project back online.
4. Continue to include on-site renewable energy generation, EV charging options, and other "green terminal" efforts in the permitting and design.
5. Work with the CEC to activate the \$18.25M WFIP grant recently awarded to the District.

Step 1 is still currently underway. As of the writing of this staff report, Step 2 has yet to be approved by the CEC, but communications indicate that approval should occur next week. Steps 3 and 4 are currently forecasted to occur later this month. Monthly technical speakers are

expected to resume at the February Board meeting. Staff forecasts that Step 5 will occur during the first week of March. Staff will provide schedule updates at each upcoming Board meeting.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 1, 2026

TITLE: Receive a Special Presentation from the Humboldt Waterkeeper Team

STAFF RECOMMENDATION: Receive the presentation and discuss as appropriate.

SUMMARY: Humboldt Waterkeeper, a strong and reliable contributor to the Harbor District, works to safeguard our coastal resources, for the health, enjoyment, and economic strength of the Humboldt Bay community through education, scientific research, and enforcement of laws to fight pollution. Humboldt Waterkeeper's programs involve scientists, Native American tribes, boaters and surfers, fishermen, oyster farmers, birdwatchers, students, and other concerned residents in the important work of protecting the bay, its watershed, and the near-shore waters of the Pacific Ocean. The geographical reach of Humboldt Waterkeeper's programs includes Humboldt Bay, its tributaries, and the Pacific Coast from Trinidad Head to the north and the Eel River estuary to the south. Waterkeeper maintains an on-the-water presence throughout the area, patrolling by motorboat, kayak, paddleboard, and occasionally by drone, with upland areas patrolled by car and on foot.

Waterkeeper team members will report on their dedicated and focused work in advocacy, education and recreation in and around our sacred local waters.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 1, 2026

TITLE: Review and Confirm Board Advisory Committees/Ad-Hoc Work Groups

STAFF RECOMMENDATION: Staff recommends that the Board President review and confirm the current and proposed Advisory Committees and Ad-Hoc Work Groups.

SUMMARY: Advisory Committees are formed regularly throughout the year and are essential for the Harbor District. They offer the Board of Commissioners an opportunity to gather information, recommend actions on important issues, support staff in advancing projects, and sustain key District initiatives. Staff requests a periodic review of the currently active committees to allow commissioners to assess their membership and interests.

ATTACHMENTS:

A: Active and Recommended Board Advisory Committees as of February 2026

COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
5th Division
Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
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Eureka, California 95502-1030



Active and Recommended Board Advisory Committees/Ad-Hoc Work Groups
February 2026

Aquaculture & Commercial Fishing Advisory Committee
Dale & Newman

Bar Pilot & Port Navigation Advisory Committee
Dale & Newman

Budget / Fiscal Advisory Committee
(Ad-Hoc)
Benson and Norton

2x2 Committee (City of Eureka/Harbor District)
(Ad-Hoc)
Benson and Newman

Community Advisory Committee
Benson / Kullmann

Dredging Advisory Committee
Benson and Dale

Humboldt Bay Development Association
Newman and Norton

**Samoa Peninsula Infrastructure/
Offshore Wind Energy Advisory Committee**
Dale and Kullmann

2x2 Committee (County of Humboldt/Harbor District)
Dale & Kullmann

Labor Relations Committee
Dale & Newman

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 6, 2026

TITLE: Consider Adopting Ordinance No. 21, An Ordinance of the Board of Commissioners of the Humboldt Bay, Harbor, Recreation and Conservation District Relating to the Prohibition, Storage and Handling of Offshore Produced Oil on District-Owned Property

STAFF RECOMMENDATION: Staff recommends the Board adopt Ordinance 21 and consent to read by title only.

SUMMARY: There is substantial evidence that the storing or handling of oil poses a significant risk of spills, adversely affecting District-owned property and posing a danger to the health and safety of people living, working, visiting, and recreating on these and adjacent properties. Such spills can decimate marine life by coating sea birds, marine mammals, and the toxic poisoning of finfish, shellfish, and marine ecosystems, with long-term effects such as reduced reproduction and slow regrowth. Storing and handling oil on District-owned lands would be inconsistent with the District's purpose and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors & Navigation Code.

ATTACHEMNTS:

A. Ordinance No. 21

ORDINANCE NO. 21

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT RELATING TO THE PROHIBITION OF THE STORAGE AND HANDLING OF OIL PRODUCED FROM OFFSHORE OIL AND GAS DRILLING OPERATIONS ON DISTRICT-OWNED PROPERTY

The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District does ordain as follows:

SECTION 1. Findings

The Board of Commissioners finds and declares:

- A. Proposals have been advanced and are under consideration by state and federal agencies for offshore oil and gas exploration, drilling, and production off the North Coast of California, including offshore areas adjacent to Humboldt Bay.
- B. Offshore oil and gas drilling and production operations proposed for the North Coast would reasonably require the use of onshore port, staging, storage, transfer, and handling facilities to support offshore activities.
- C. Absent express action by the District, District-owned property could be used for the staging, storage, or handling of oil produced from offshore drilling operations.
- D. The storage and handling of oil associated with offshore drilling and production operations poses a significant risk of spills, particularly in proximity to marine waters and sensitive coastal environments.
- E. Spills of oil staged or handled on District-owned lands could result in discharges to the navigable waters, shorelines, and tidelands of Humboldt Bay, harming public trust resources and public health and safety.
- F. Oil spills associated with offshore oil and gas production can cause severe and long-lasting harm to marine life and ecosystems, including seabirds, marine mammals, fin-fish, and shellfish.
- G. Oil spills and petroleum contamination associated with offshore oil handling facilities can result in long-term contamination of coastal lands, limiting reuse and redevelopment.
- H. District-owned lands are uniquely vulnerable to the impacts of oil spills due to their proximity to Humboldt Bay, tidal waters, wetlands, and sensitive habitats.
- I. While the District does not regulate offshore oil and gas exploration or production, it has the authority to determine how District-owned property is used, and allowing the storage or handling of oil produced from offshore drilling operations on District lands would facilitate such offshore development.

- J. Allowing the storage or handling of oil produced from offshore drilling operations on District-owned lands would be inconsistent with the District's purposes and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors and Navigation Code, including protection of water quality, conservation of natural resources, recreational use, and preservation of fisheries.
- K. In adopting this Ordinance, the District acts solely in its proprietary capacity as a landowner, and not as a regulator of offshore oil and gas activities or of private property.

SECTION 2. Intent

- A. This Ordinance is intended to protect and promote the health, safety, and welfare of the residents, visitors, and workers within the District by reducing the release of pollutants into the environment because of oil storage and handling.
- B. This Ordinance is also intended to reduce the public health, safety, or welfare impacts caused by the storage and handling of oil.
- C. This Ordinance is also intended to reduce the adverse impact on ecological and natural resources of Humboldt Bay, including tide and submerged lands, caused by the storage and handling of oil.
- D. This Ordinance prohibits making District-owned property available for the storage, handling, staging, transfer, or other support of oil produced from offshore oil and gas drilling or production operations.

SECTION 3. Definitions

As used in this Ordinance, the following terms have the following meanings:

- A. Oil means crude oil and related petroleum products produced from offshore oil and gas exploration, drilling, or production operations, including oil transported from offshore facilities for staging, transfer, or storage, but excluding finished petroleum products such as gasoline, diesel fuel, lubricants, and similar fuels used for ordinary marine, residential, or District maintenance purposes.
- B. District means the Humboldt Bay Harbor, Recreation, and Conservation District formed pursuant to Appendix 2 of the California Harbors and Navigation Code.
- C. Property Owned by the District means property in which the District holds a proprietary or fiduciary interest, including fee, trust, or leasehold interests. To the extent the District possesses a leasehold interest in lands affected by this Ordinance, this Ordinance shall apply solely to District agents, invitees, and licensees.
- D. Store or Handle or Storing or Handling, or Storage or Handling means to allow or maintain any containers, tanks, or holding vessels, including without limitation warehoused, or located above ground, underground, or within mobile containers,

or to load, unload, stockpile, or otherwise handle an/or manage, temporarily or permanently, oil.

SECTION 4. Prohibition On Storage and/or Handling of Oil

The District shall not lease, license, permit, or otherwise make District-owned property available for the storage, handling, staging, transfer, or other support of oil produced from offshore oil and gas drilling or production operations, except as necessary for the general operations of the District.

SECTION 5. Exemptions

The following non-commercial uses are exempt from the provisions of Section 4, above: residential, educational, scientific, recreational, religious, craft or cultural uses in which persons store or handle only incidental, consumer-scale quantities of oil or petroleum coke customarily associated with personal, educational, or maintenance activities. These exemptions are intended to apply only to incidental, non-commercial uses and shall not be construed to allow the storage or handling of oil associated with offshore oil and gas drilling or production operations. Nothing in this Section shall be construed to allow use of District-owned property to support offshore oil and gas drilling or production operations.

SECTION 6. Exceptions

- A. The provisions of this Ordinance are not applicable to the extent, but only to the extent, that they would violate the constitution or laws of the United States or of the State of California.
- B. Any person claiming to be adversely affected by an unlawful or unconstitutional application of this Ordinance may apply to the Executive Director of the District for an exception, setting forth the basis for the application and requesting an exception. The Executive Director or her/his designee must respond in writing within twenty-one (21) days, granting or denying the exception. Such determination of exception shall be published to the District website. An exception may be granted only upon a written determination that strict application of this Ordinance would violate the Constitution or laws of the United States or the State of California, and that granting the exception would not materially undermine the purposes and findings of this Ordinance. The burden of proof shall be on the applicant.
- C. Within ten (10) calendar days after publication of the determination of exception, any determination by the Executive Director that an exception will be granted or denied may be appealed by any person aggrieved by such action to the Board of Commissioners. If no appeal is filed, the Executive Director's decision is final.
- D. The Secretary of the Board will set the appeal for hearing before the Board of Commissioners at a regular or special meeting within sixty (60) calendar days and give notice to the applicant, the appellant, and by publication pursuant to

Government Code § 6061 not less than 10 days prior to the hearing. The hearing will be conducted *de novo*. The Board may continue the hearing from time to time. The Board's findings and determination on the appeal will be final and conclusive.

SECTION 7. Conflicting Provisions

Where a conflict exists between the requirements in this Ordinance and applicable requirements contained in other Ordinances of the District, the applicable requirements of this Ordinance prevail.

SECTION 8. CEQA

The Board of Commissioners finds, pursuant to the California Environmental Quality Act (CEQA), Guidelines section 15378, that this ordinance is not a Project as defined by CEQA. Furthermore, the ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) as it is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. These exemptions are intended to apply only to incidental, non-commercial uses and shall not be construed to allow the storage or handling of oil associated with offshore oil and gas drilling or production operations.

SECTION 9. Publication and Effective Date.

This Ordinance shall be published, within 15 days from the passage thereof, with the names of the members voting for and against it at least once in a daily newspaper of general circulation printed and published in the District. This ordinance shall take effect and be in force thirty (31) days from the date of its publication.

Introduced, passed, and adopted by the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District on this 12th day of February 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen Kullmann, President
Board of Commissioners

ATTEST:

Aaron Newman, Secretary
Board of Commissioners

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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



STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 1, 2026

TITLE: Preliminary Review and Discussion to Amend and Fully Restate Ordinance No. 9

STAFF RECOMMENDATION: Staff recommends the Board receive a report and outline for the review and discussion to amend and fully restate Ordinance No. 9.

SUMMARY: Through the general operations of the District, current industry practices, user behaviors, local codes, jurisdictional updates and the adoption of new state laws, it becomes necessary from time to time to review and update the Ordinances of the District. Ordinance No. 9 relates the operations of Woodley Island Marina and the related lands thereof.

District staff is working with current tenants, users, visitors, local jurisdictions and interested parties to review, consider, update, amend and fully restate Ordinance No. 9 for the betterment of all users of the waters and lands of the District's jurisdiction.

ATTACHEMNTS:

A. Working Draft of the Amended and Restated Ordinance No.9

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

ORDINANCE NUMBER 9

THE WOODLEY ISLAND MARINA RULES AND REGULATIONS ORDINANCE

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT PROCEDURES FOR THE
WOODLEY ISLAND MARINA

THE BOARD OF HARBOR COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND
CONSERVATION DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

ARTICLE 1 SHORT TITLE; DEFINITIONS

Section 1.1 Short Title

This ordinance shall be known as “The Woodley Island Marina Rules and Regulations Ordinance.”

Section 1.2 Definitions

For the purposes of this ordinance, certain words and phrases used herein are defined as follows:

- a) “District” means the Humboldt Bay Harbor, Recreation and Conservation District.
- b) “Board” or “Board of Commissioners” shall mean the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.
- c) “Humboldt Bay” shall mean the land and overlying waters, to the limit of tidal action, of what is commonly known as Humboldt Bay, Humboldt County, California, including the land and overlying waters of all the streams and estuaries tributary thereto to the limit of tidal action.
- d) “Woodley Island Marina” shall mean the boat marina and ancillary facilities owned and operated by District located on Woodley Island and within the Eureka Channel inner reach between Woodley Island on the mainland of the City of Eureka from the most westerly point of Woodley Island east to the Eureka Samoa Bridge of State Route 255, Eureka, Humboldt County California.
- e) “Berth” means a place assigned by the District to tie a vessel.
- f) “Float” includes any floating platform normally used for mooring or securing of vessels.
- g) “Harbor” shall mean the Woodley Island Marina under the management and control of District.
- h) “Harbor Master” shall mean the Chief Executive Officer or a designated representative of the District.
- i) “Mooring” means any weight, chain, rope, floating objects, structure or appliance used alone or together for the purposes of holding a vessel in a particular place and which is not carried on board such vessel as regular equipment when underway.

- j) "Anchoring" means attaching a vessel to the bottom or shore of Woodley Island Marina using equipment, lines, ropes, chain or cable which is carried on board such vessel as regular equipment when underway.
- k) "Sailing Vessel" means a vessel propelled by sail alone.
- l) "Pier" means a structure built out into the water with piles for use as a landing place.
- m) "Berthing Permit and Rental Agreement" shall give the lessee the right to use the berth described in the rental agreement for a period of 30 days on a periodic month to month tenancy.
- n) "Slip" means a vessel's berth alongside a float.
- o) "Temporary Assignment" shall mean the right to interim use of the berth described in the assignment by any vessel requesting use of the facilities for less than 30 days.
- p) "Lessee" means the legal owner, operator, or individual in possession of a vessel using a berth or slip by authority of District under a Berthing Permit and Rental Agreement or Temporary Assignment.
- q) "Vessel" includes every description of water craft used or capable of being used as a means of transportation on water, except the following: (1) a seaplane on the water; (2) a water craft specifically designed to operate on a permanent fixed course, the movement of which is restricted to or guided on such permanently fixed course by means of a mechanical device on a fixed track or arm to which the water craft is attached or by which the water craft is controlled, or by means of a mechanical device attached to the water craft itself.
- r) "Wharf area" shall mean and include pier, wharf, bulkhead, bulkhead wharf, seawall, seawall structure, embankment, thoroughfare, and other port terminal facility areas along side of which vessels may lie or which are suitable for and are to be used in the loading and unloading, assembling, distribution and handling of merchandise.
- s) "Abandoned vessel" means any vessel moored, anchored or aground at the Woodley Island Marina or other District owned dock facility in excess of 24 hours without a valid Berthing Permit and Rental Agreement or Temporary Assignment.

ARTICLE 2 AUTHORITY OF THE HARBOR MASTER

Section 2.1 Duties of the Harbor Master

The Harbor Master, the Eureka Police Department, Humboldt County Sheriff, United States Coast Guard, or their designated representatives shall have authority to enforce the provisions of this ordinance and all lawful regulations and laws affecting the Woodley Island Marina. It shall be the duty of the Harbor Master to:

- a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.
- b) Assign moorings, anchorages or berths to vessels within the Woodley Island Marina.

- c) Execute on behalf of the District Berthing Permit and Rental Agreements and Temporary Assignments for the assignment of moorings or berths to vessels within the Woodley Island Marina.
- d) Order any vessel improperly moored, anchored or berthed, or in violation of any provision in this ordinance, to change its position to one as he shall designate or to remove the same from the Woodley Island Marina, and in the event his orders are not complied with to cause such vessel to be moved and to collect the cost thereof from such vessel lessee or owner thereof.
- e) Report promptly to the proper authorities any violation of the laws of the United States for the protection of navigation and the preservation of navigable waters or any violation of the state or local laws or regulations.

ARTICLE 3 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to vessels within the Woodley Island Marina.

Section 3.2 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any vessel or its contents, gear, and equipment thereof, or any loss or damage thereto howsoever occasioned, and any use of District's facilities, including moorage or storage shall be at the sole risk of Lessee.

Section 3.3 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations, including those of the federal and state government, the City of Eureka and the District. District may remove any vessel or its contents, gear or equipment from a slip to any other slip/berth or mooring in Humboldt Bay, or to place the same in storage at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the vessel or District's property or to repair District's facilities or for any other reason in the best interest of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 3.4 Removal of Vessel

In the event District deems it necessary to resecure or relocate a vessel for any reason, Lessee shall pay a reasonable cost or charge therefore, plus all costs and materials used therefor. District shall assume no responsibility for the safety of a vessel and shall not be liable for fire, theft, or any damage to a vessel, its equipment, or any property in or on the vessel by reason of District's decision either to resecure the vessel or not to resecure the vessel.

Section 3.5 District Not Liable for Removal

Removal, relocation or storage of vessels as provided in the ordinance shall be without liability to the District, its employees or agents.

ARTICLE 4 BERTHING ASSIGNMENT PERMITS

Section 4.1 Berth Assignments

No person (including the owner, master, operator, or person in possession of a vessel) shall moor or anchor a vessel at or in the Woodley Island Marina without having first secured a Berthing Permit and Rental Agreement or Temporary Assignment from the Harbor Master in the form and manner provided therefor. Berth assignments shall be made from a chronological waiting list. A vacant berth assignment will be offered first to that person highest on the list for that size berth assignment and then, if refused, in sequence to those next on the list. Acceptance of a berth assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a berth assignment permit and indemnity agreement, and a statement of ownership and registration.

Section 4.2 Termination of Rights

Upon expiration of the Berthing Permit and Rental Agreement or Temporary Assignment, unless extended or renewed, the Berthing Permit and all rights thereunder shall automatically cease and terminate. No Berthing Permit and Rental Agreement or Temporary Assignment shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Berthing Permit and Rental Agreement or Temporary Assignment. No Berthing Permit shall be renewed until all fees and charges due and payable to the District shall have been paid in full.

Section 4.3 Moorage Purposes Only

A berthing assignment shall authorize the holder thereof to use the moorage facilities for moorage purposes only and grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinances and regulations of the District.

Section 4.4 Permits Non-Assignable

Berthing Permit and Rental Agreement or Temporary Assignments shall be non-assignable and are not transferable. No attempted transfer of assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any berthing assignment shall be valid or effective and shall automatically terminate any Berthing Permit and Rental Agreement or Temporary assignment. Sale or transfer of a vessel covered by a Berthing Permit and Rental Agreement or Temporary Assignment transfers no rights or privileges inherent in the Berthing Permit and Rental Agreement or Temporary Assignment, nor guarantees the issuance of a new Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.5 Permits Issues to Individuals Only

Berthing Permit and Rental Agreements and Temporary Agreements shall be issues only with respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 4.6 Reassignment of Moorage Space

Moorage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Berthing Permit and Rental Agreement and Temporary Assignment may apply for reassignment; however, reassignment is not a right or privilege inherent in the Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.7 Temporary Reassignment of Moorage Space

Vessels to which berthing assignment permits apply may be temporarily assigned or reassigned to other berths or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 4.8 Moorage Space May Not Be Sublet

Mooring Space designated by a Berthing Permit and Rental Agreement or Temporary Assignment may not be sublet by Lessee.

Section 4.9 Revocation of Berthing Permit

Any Berthing Permit and Rental Agreement or Temporary Assignment permit may be revoked immediately by the Harbor Master if the holder thereof violates any provision of this ordinance, or any provision of the Berthing Permit and Rental Agreement and Temporary Assignment agreement.

Section 4.10 Notice of Cancellation to District

A Berthing Permit and Rental Agreement may be cancelled by the holder thereof upon 30 days written notice to the Harbor Master.

Section 4.11 Notice to District

As a condition to the issuance of a Berthing Permit and Rental Agreement and Temporary Assignment permit, the holder thereof shall at all times keep the Harbor Master informed of his or her current mailing address, telephone number, and legal owner's address and telephone number. The holder thereof shall also notify the Harbor Master immediately upon any change of ownership of the vessel to which his Berthing Permit and Rental Agreement applies and shall further notify the Harbor Master immediately upon vacating the moorage space assigned to the vessel. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Berthing Permit and Rental Agreement and Temporary Assignment by District forthwith.

Section 4.12 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the holder of a Berthing Permit and Rental Agreement and Temporary Assignment that the Berthing Permit and Rental Agreement and Temporary Assignment has been revoked by the District pursuant to this ordinance, and after the expiration of 3 days from the date when said notice was personally delivered or 3 days from the date that the certified mail was deposited with the United States Post Office, the Harbor Master may remove any vessel or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 4.13 Refusal of Moorage

District shall have the right at all times to refuse moorage or to refuse to issue a Berthing Permit and Rental Agreement and Temporary Assignment to any vessel that may be in the opinion of the Harbor Master to be unsightly, unseaworthy, improperly maintained, or that may present a danger to District's property or other vessels.

ARTICLE 5 MOORAGE RATES AND USE

Section 5.1 Moorage Rates

Moorage rates and charges for Berthing Permit and Rental Agreement and Temporary Assignment Permit shall be adopted by resolution of the Board of Commissioners.

a) Section 5.2 Payment of Moorage Rates Payment of Moorage Rates by month-to-Month Tenants, Late Charges and Interest

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of slip in excess of 30 days shall be payable at the time of the issuance of the Berthing Permit and Rental Agreement by District, or within 10 days of billing by District. Failure of a month-to-month tenant to pay moorage fees and other charges or failure to pay charges within 10 days of the date of billing shall be a violation of this ordinance. If a month-to-month tenant fails to pay all moorage fees and charges due within 10 days from the date of billing, tenant shall pay to District a late penalty charge each month as follows: if the tenant's balance is \$0.01 to \$50.00 the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenant's balance is in excess of \$100.01 the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the moorage fees and charges are not paid within 10 days of the date of billing. Past due accounts (accounts not paid within 10 days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

b) Payment of Moorage Rates by Annual Yearly Lease Tenants, Late Charges and Interest

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing Permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of a slip by yearly lease tenants shall be payable at the time of the issuance of the Berthing Permit and Rental Agreement by the District, or within 20 days of billing by the District. Failure of a yearly lease tenant to pay moorage fees and other charges or failure to pay charges within 20 days of the date of billing shall be a violation of this ordinance. If a yearly lease tenant fails to pay all moorage fees and charges due within 20 days from the date of billing, tenant shall pay to District a late penalty charge each month as follows: if the tenant's balance is \$0.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenant's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the moorage fees and charges are not paid within 20 days of the date of billing. Past

due accounts (accounts not paid within 20 days by yearly lease tenants from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.3 Security Deposit

District shall charge in addition to the above for a Berthing Permit and Rental Agreement a security deposit which shall be a sum equal to one month 's rental charge.

Section 5.4 Change of Moorage Rates

District shall have the right to change or increase the moorage rates for a Berthing Permit and Rental Agreement for a slip by giving lessee 30 days oral or written notice.

Section 5.5 Exclusive Possession

District may issue a Berthing Permit and Rental Agreement to a lessee for exclusive possession or use of such berth in sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels, whichever is greater. In the event lessee's use is based upon a monthly rental for exclusive use or possession of such berth, District may not sublet the use of the slip to others so long as lessee is not in default in any of the terms of the Berthing Permit and Rental Agreement or any law or ordinances, except in case of emergency.

Section 5.6 Non-Exclusive Possession

District may issue a Berthing Permit and Rental Agreement for non-exclusive possession or use of such berth in a sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels whichever is greater. In the event lessee's use is based upon a monthly rental for non-exclusive use, possession of the slip is for non-exclusive possession or use of such berth. Non-exclusive possession or use of the slip or berth means a right to the use of specific slip or berth when such specific slip or berth is also used intermittently by owners, even though such possession or right to use such a slip or berth is paramount to any use by others. District reserves the right to assign to others the right to use such facility when lessee's use is based upon a non-exclusive use. In the event lessee's use is based upon non-exclusive use as provided for in the Berthing Permit and Rental Agreement, and lessee's vessel will be absent from a slip for a stated period of time of 5 days or more, District may, at its sole option, allow use of sublet of the slip by another vessel for such stated period and District may, in its sole and absolute discretion, collect moorage fees from another vessel and lessee shall receive no credit or reimbursement from District. Prior to lessee's vessel departure of 5 days or more, lessee shall notify District of the vessel's intended schedule and the District shall have the right to rent the slip to other vessels, including but not limited to transient vessels during lessee's absence. District shall be under no obligation to have the slip clear for lessee prior to the intended estimated time of arrival unless lessee notifies the District at least 24 hours in advance of its arrival.

Section 5.7 Receipts

The Harbor Master shall prepare and sign all receipts in triplicate for all moneys paid as rental or otherwise, giving the original receipt to the payers, delivering one carbon copy to the Treasurer of the District and keeping one carbon copy on file in the District's records. The Harbor Master shall be subject

to such further rules and regulations as may be provided by the Board of Commissioners by resolution or motion.

ARTICLE 6 RULES AND REGULATIONS

Section 6.1 Tampering with or Boarding Vessels

It shall be unlawful for any person to willfully injure, break, remove or tamper with any part of any vessel in the Woodley Island Marina, any waterway or facility thereof, or to climb into or upon any vessel without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.2 Hours of Darkness

During hours of darkness, a lessee, boat owner, crew member, their guests and invitees shall be the only persons allowed in the dock area. All other persons shall be considered trespassers. It shall be unlawful for any persons other than a lessee, boat owner, crew member, their guests and invitees to go upon the dock area during hours of darkness except as permitted by the Harbor Master.

Section 6.3 Minors in Harbor

It shall be unlawful for any person under the age of 13 years to go, remain, or be upon any of the gangways, floats or vessels in the Woodley island Marina unless such person is accompanied by an adult, or unless such person has the written permission of the owner of any vessel located at the Woodley Island Marina to go upon such vessel, or unless such person has permission of the Harbor Master.

Section 6.4 Use of Vessels as a Residence

No vessel moored or berthed within the Woodley Island Marina shall be used as a place of residence except the holder of a Live Aboard Permit issued by the District as provided in Article 10 hereafter. Living aboard or overnight occupancy of any vessel in the Harbor for more than 3 consecutive nights on the vessel by any person or persons at any time is strictly prohibited, except the holder of Live Aboard Permit issued by the District as provided in Article 10 hereafter. No vessel shall be used as a residence, except a transient vessel occupying a berth under a temporary assignment for less than thirty (30) days or the holder of Live aboard Permit issued by the District as provided in Article 10 hereafter. For the purpose of this regulation, and vessel used as an overnight accommodation for 1 or more persons in excess of 3 nights in any 7-day period shall be considered a residence.

Section 6.5 Refuse

- a) No persons shall throw, discharge, or deposit from any vessel or from the shore or float, or in any other manner any refuse matter, human waste, fish parts, bilge water, or garbage of any kind whatsoever into or upon the water of the Harbor or in, no or upon the banks, walls, sidewalk, parking area, or any waters within the boundaries of the Harbor.

- b) No person shall dump or discharge oil, spirits, inflammable liquid or contaminated bilge water into the Harbor. All garbage shall be deposited in receptacles furnished by the District.
- c) No person on board any vessel moored in the Harbor shall use the sanitary facilities, toilet, sinks on board such vessel unless it is equipped with a marine sanitary device or other approved device for sewage disposal that is in proper working order.
- d) 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 of the Harbor, or throw or deposit such materials in the waters of such areas.
- e) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier or on the Harbor grounds except while on leash, accompanied by its owner and going to and from a motor vehicle and vessel. Cats or other pets shall not be allowed on any dock, pier or on the Harbor grounds except while on leash or transported manually and accompanied by its owner and going to and from a motor vehicle and a vessel. Dogs, cats and other pets are prohibited at all times on any vessel holding a Live Aboard Permit as provided for in Article 10 hereafter. Any person or vessel holding a Live Aboard Permit shall remove all dogs, cats and other pets from the vessel.
- f) Bulk fueling of any vessel in the Marina is prohibited.
- g) The use of AC-DC battery chargers within the Marina is prohibited and no person shall use AC-DC battery chargers.

Section 6.6 Wharves, Floats and Piers

- a) All vessels must be secured so that no part including bow sprit, boom, boomkin, or equipment shall block any portion of the walkways.
- b) A vessel may extend beyond the fairway end of the slip if, in the discretion of the District, does not create a navigational hazard.
- c) Walkways and fingers may not be obstructed in any manner except for a landing step as hereinafter provided. Landing steps must be of the floatable kind, not used for storage and shall not be more than one-half the width of the finger. When not in use, landing steps shall be kept on board the vessel.
- d) No tires, ropes, canvases or other materials shall be nailed or attached to finger piers, docks and piles without the written approval of the District. Dock lockers or similar dock storage is prohibited. Only floatable type fenders are permitted within the marina. Vehicle tires are specifically prohibited.
- e) Major repairs or servicing of a vessel in the Marina are prohibited except upon the prior written authorization of the District. Vessel maintenance work shall be limited to that required to maintain vessel seaworthy and in operable condition. No person shall obstruct piers and access to fingers with tools and equipment used for minor maintenance and repair.
- f) No person shall engage in exterior power spray painting in the Marina. The sanding of surfaces shall be by hand or small power sander only within the Marina and all

persons sanding surfaces shall control all sand, paint and dust and keep the same out of the waters of the Marina.

- g) No person shall display on any vessel a "For Sale" sign in excess of 150 square inches on the face.
- h) At such time as it may become necessary to perform work onboard a vessel involving use of welding or burning equipment, every person intending to engage in welding or burning on board a vessel shall notify the District of the nature and extent of the proposed work, the workman or company doing the work and the date and time the work shall be performed. This notification shall be given to the District prior to the start of work and whenever practical at least one day before the work is to be performed. All such work of welding or burning shall be performed only at the Marina work dock. No persons shall engage in welding or burning on board a vessel in any location in the Marina other than the Marina work dock.
- i) Mooring lines shall be provided by permittee or lessee using a slip and shall be of sufficient number, strength and size to insure that vessels remain securely moored under all conditions. Any mooring lines provided by the District to secure any vessel shall be charged to the vessel owner and lessee at a reasonable value thereof, plus installation costs.

Section 6.7 Uses Prohibited

- a) No business or commercial enterprise, including charters and vessels carrying passengers for hire, shall be conducted in the Marina except under special permit of the District and upon payment of such rates as may be adopted by the District.
- b) No brokers, peddlers, agents or solicitations shall be permitted in the Harbor except upon the prior written consent of the District.
- c) No person shall enter upon the premises known as the Wildlife Habitat Area and enclosed by fences where signs forbidding trespass are displayed except by written permit from the District or the California Department of Fish and Game.

Section 6.8 Crews and Guests

Owners of vessels and a lessee of the Berthing Permit and Rental Agreement and persons in possession of vessels are responsible for crews and guests aboard a vessel for compliance with all rules, regulations and provisions of the Berthing Permit and Rental Agreement and Temporary Assignment while in the harbor.

Section 6.9 Documentation or Registration

All vessels required to be either documented with the United States Government or registered with the state must remain currently documented or registered to retain a berth assignment.

Section 6.10 Fishing and Swimming

- a) No person shall engage in fishing from the Marina walkways, fingers or floats
- b) Recreational swimming in the Marina is prohibited. Diver maintenance of a vessel is permitted only after notification given by the owner or lessee of a vessel first

notifying the District. All diver maintenance of vessels shall provide for a tender in attendance and display of a diving flag.

Section 6.11 Speed in Marina

- a) Speed within the main channel of the Marina shall be limited to five (5) nautical miles per hour or less.
- b) Speed between piers and mooring areas shall be limited to no wake.
- c) Vessels under way within the Marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers is strictly prohibited.
- d) All persons operating a vessel in the Woodley Island Marina shall be liable for all property damage, bodily injury or death caused by the wake of the vessel.

ARTICLE 7 PARKING AND VEHICLE CODE REGULATIONS

Section 7.1 Authority

The following regulations are adopted pursuant to Section 21113 of the California Vehicle Code and shall apply to the Woodley Island Marina parking areas.

Section 7.2 Obstruction of Traffic

No vehicle shall be parked so as to obstruct the road, driveway, gate or other public access.

Section 7.3 Bicycles and Motorcycles

Bicycles and motorcycles and motor driven cycles are subject to all requirements of this article and shall not be permitted on any pier or any float except when manually transported to or from a vessel occupying a berth in the marina.

Section 7.4 Parking of Vehicles

A lessee may park one motor vehicle only in the Marina parking area as designated by the Harbor Master. The District reserves the right to regulate all parking of motor vehicles, including guests and invitees or lessee. The use by lessee of the District's parking area shall be as a licensee only. The District may require a lessee to display a District's vessel lessee's decal on lessee's vehicle while on the Marina premises.

Section 7.5 Overnight Parking of Vehicles

No overnight parking of vehicles of any kind shall be permitted except under the provisions of a permit issued by the Harbor Master. The Harbor Master may issue a parking permit for a vehicle listed on the permit statement up to a maximum of one vehicle for each lessee.

Section 7.6 Dry Storage of Trailers and /or Trailered Boats

Designated areas of land may be used for storage of boat trailers, trailered boats, or recreational vehicles as approved by the Harbor Master, upon payment of fees as designated by motion or resolution of the Board of Commissioners. Storage of these vehicles shall be prohibited except in areas designated

for such use by the District and after issuance of a permit by the Harbor Master.

Section 7.7 Regulation of Parking

The District reserves the right to regulate parking of motor vehicles and to require parking stickers. All vehicles left unattended or illegally parked shall be towed away at the owner's or lessee's expense.

Section 7.8 Prohibited Parking Areas

No person shall park a vehicle upon or adjacent to the Highway 255 interchange, the entrance road to the Maina known as Startare Drive, or in any location in the Woodley Island Marina wherein parking is prohibited by sign.

ARTICLE 8 DEFAULT

Section 8.1 Termination of Permits

In the event of any default by lessee in the payment of rent or lessee's other obligations as set forth in the Berthing Permit and Rental Agreement or Temporary Assignment, or lessee's other obligations hereunder, as set forth in this ordinance, the District may forthwith terminate the lessee's Berthing Permit and Rental Agreement or Temporary Assignment and lessee's rights thereunder without further notice, in which event lessee shall promptly surrender the premises, remove the vessel and pay the District all sums to which the District may be entitled, including damages, damage to District's property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 8.2 Re-entry by District

As an additional remedy to the District as that set forth in paragraph 8.1 above, for any such default by lessee, the District may without terminating the Berthing Permit and Rental Agreement and Temporary Assignment, re-enter the slip and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is given by the District to lessee and the District may remove all persons on the vessel and property therefrom, transfer such property or vessel to a public warehouse, anchorage or elsewhere at the expense of lessee and relet the premises for the account of lessee. In this event, lessee shall be responsible and liable to the District for all costs of re-entry, repossession, handling, storage and anchorage charges, attorney's fees, marshal or sheriff's fees, advertising, and any other costs or expense to the District incurred by the District by reason of any default hereunder by lessee or by reason of the District exercising any of its rights hereunder.

Section 8.3 Lessee's Failure to Comply

In the event the Board of Commissioners of the District determines that lessee has failed to comply with the terms and provisions of the Berthing Permit and Rental Agreement or Temporary Assignment or with the ordinances, rules and regulations promulgated by the District, for the safety of District's marina, the Berthing Permit and Rental Agreement and Temporary Assignment may be

terminated forthwith by the District and upon being so notified in writing by the District., lessee shall immediately remove his vessel from the assigned berth and out of and away from District's marina facilities.

ARTICLE 9 ENFORCEMENT

Section 9.1 Violation of Ordinance

The Harbor Master or his designated representative shall have full authority to enforce the provisions of this ordinance and to issue citations for violations of any provision of this ordinance.

Section 9.2 Violation a Misdemeanor

Any person violating any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 per offense, or by imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day any person is in violation of the provisions of this ordinance shall constitute a separate offense punishable as provided herein.

ARTICLE 10 LIVE ABOARD PERMIT AND USE OF VESSEL AS A RESIDENCE

Section 10.1 This article shall regulate persons living upon vessels with the Woodley Island Marina

Section 10.2 Living Aboard Vessel Prohibited Except As Provided for Herein

Article 6, section 6.4 is incorporated herein and made a part hereof as if fully set forth.

Section 10.3 Application for Live Aboard Permit

- a) Any non-transient commercial or recreational vessel leasing a berth for a period of 30 days or more shall be required to make application to the District for an annual Live Aboard Permit prior to persons residing or living aboard a vessel.
- b) The application shall identify the persons who shall live aboard the vessel.

Section 10.4 Live Aboard Permit

- a) Upon the filing of an application for live aboard, an inspection of the vessel shall be made by the District to determine vessel suitability for live aboard.
- b) Live aboard vessels shall be in a seaworthy (ocean cruising) condition and of a design suitable for recreational or commercial operation on the waters of the Pacific Ocean. Live Aboard permits shall not be granted for vessels such as houseboats, barges, floating homes, or other vessels not designed for or safely capable of navigating open waters.
- c) Each live aboard vessel shall comply with all local, federal and State of California laws, rules and regulations, including those pertaining to navigational, marine sanitation devices, and safety equipment. No vessel shall at any time discharge untreated sewage or wastewater into the waters of Humboldt Bay in violation of

existing law. Live aboard vessels in the Woodley Island Marina equipped with holding tanks shall deposit all sewage and wastewater into the sewage pumping system provided by the District.

- d) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier, or on the Harbor grounds except while on leash, accompanied by its owner and going to and from a motor vehicle and vessel. Cats or other pets shall not be allowed on any dock, pier or on the Harbor grounds except while on leash or transported manually and accompanied by its owner and going to and from a motor vehicle and a vessel. Dogs, cats and other pets are prohibited at all times on any vessel holding a Live aboard Permit. Any person or vessel holding a Live Aboard Permit shall remove all dogs, cats and other pets from the vessel.
- e) Vessels holding a Live Aboard Permit shall be inspected upon reasonable notice by the District at any time to determine if the vessel complies with all local federal State of California or District laws, rules and regulations.
- f) The location of the live aboard vessel berth assigned shall be designated by District and shall be at the convenience of the Marina.
- g) The number of permitted live aboard vessels shall not exceed twenty-four (24) in the Woodley Island Marina.
- h) Only the registered owner of the vessel, the registered owner's family and crew members and employees of the owner shall be allowed to live on permitted vessels to the numerical limit set by the District.
- i) Vessels shall not be leased or rented to third parties for the purpose of residency. Any transfer, assignment or subletting of the Live Aboard Permit without the written consent of the District is prohibited.
- j) No appurtenances, structures, or writing shall be placed on the exterior of a permitted live aboard vessel without the written permission of the District.
- k) Holders of Live Aboard Permits shall agree to enhance Woodley Island Marina security and surveillance assistance to District by calling attention to District attendant or staff damage to any vessels on pier, unauthorized persons visiting piers, or possible violations of law.
- l) That upon a finding by District that the applicant complies with the provisions of this Ordinance and upon applicant executing a Live Aboard Permit Agreement, District may issue an annual permit for live aboard upon a vessel. District may at any time forthwith terminate the Live Aboard Permit Agreement or live aboard status of a vessel for cause, noncompliance with the conditions of this Ordinance or the Live Aboard Permit Agreement or by giving thirty (30) days written notice of termination to the Permittee/Lessee.
- m) The District shall have the right in the Live Aboard Permit to limit the maximum number of persons living aboard a vessel.

Section 10.5 Fees and Charges for Live Aboard Vessels

- a) The applicant for a Live aboard Permit shall pay to the District an initial application and inspection fee of Fifteen (\$15.00) Dollars.
- b)
 - 1. For the first two (2) persons living aboard, a fee of One Dollar and thirty-cents (\$1.30) per foot per month based upon the length of the slip used, length of the vessel, or combine length of vessels, whichever is greater when all of the rent is paid in advance on an annual basis. For the first two (2) persons living aboard, a fee of One Dollar and fifty cents (\$1.50) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater when the rental is paid on a monthly basis.
The effective date of this Amendment is 30 days after date of first publication in the Times-Standard newspaper, Eureka, California.
 - 2. For each additional person over the age of twelve (12) years, an additional fee of twenty-five cents (\$0.25) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater.
- a) That the fees and charges set forth in this Section 10.5 shall apply to those persons living aboard vessels on or after September 1, 1981, and for which a Live Aboard Permit is issued thereafter.
- b) That the rates, charges and fees for live aboard moorage as provided for in this Article 10 shall be modified, altered or changed upon Amendment to this Ordinance or resolution of the Board of Commissioners.

Section 10.6 Effective Date of this Amendment

That this ordinance is an urgency ordinance passed for the immediate preservation of the public peace, health or safety and shall take effect upon its publication in the Times-Standard newspaper, Eureka, California

ARTICLE 11 STORAGE ON WOODLEY ISLAND

Section 1.0 This article shall regulate the storage of marine supplies and equipment on Woodley Island.

Section 1.1 Storage of Marine Supplies and Equipment Prohibited Except as Provided for Herein.

Section 1.2 Definitions

- a) "Lessee" means the legal owner, operator, or individual in possession of a properly executed Berthing Permit and Rental Agreement or Temporary Assignment using a berth or slip by authority of District.
- b) "Storage Permit and Rental Agreement" shall give the Lessee the right to use the storage area described in the Storage Permit and Rental Agreement for a period of not less than thirty (30) days on a periodic month to month tenancy.

- c) "Temporary Assignment for Storage" shall give the Lessee the right to interim use of the storage area described in the Temporary Assignment of Storage agreement by any Lessee requesting use of the facilities for a period of one (1) day to a maximum of fourteen (14) days.
- d) "Storage Area" shall mean the paved area of Woodley Island at the most extreme northwestern point, surrounded by a chain link fence.
- e) "Work Yard" shall mean the paved area of Woodley Island along the north side of the work dock and west of the Maintenance building, surrounded by a chain link fence.

Section 2.0 Duties of the Harbor Master

Section 2.1 It shall be the duty of the Harbor Master to:

- a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.
- b) Assign Storage Permit and Rental Agreement and Temporary Assignment of Storage to Lessee with the Woodley Island Marina.
- c) Execute on behalf of the District Storage Permit and Rental Agreements and Temporary Assignments for Storage for the assignment of storage within the Woodley Island Marina.
- d) Order any Lessee improperly using storage or in violation of any provision in this ordinance, to change its position to one as shall be designated by the Harbor Master or to remove the same from the Woodley Island Marina, and in the event that the Harbor Master's orders are not complied with, to cause such storage items to be moved and/or removed, and to collect the cost thereof from the Lessee.

Section 3.0 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his/her property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to any items stored within the Woodley Island Marina.

Section 3.2 Hold Harmless

Lessee covenants and agrees to indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all damages to property or injuries or death of any person or persons arising from Lessee's use of the District's facilities, or from intentional, careless, or negligent acts of conduct (or failure to act) of Lessee or his agents, employees, guests or representatives, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees or representatives against any and all claims, actions, proceeding, expenses and liabilities whatsoever arising therefrom or connected therewith.

Section 3.3 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any supplies and equipment thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole risk of Lessee.

Section 3.4 Damage to District property

Lessee agrees to pay, on demand of District, for all damage done to District's property or facilities by Lessee or the items stored, or by Lessee's agents, employees or representatives.

Section 3.5 Risk of Lessees

This Storage Permit and Rental Agreement is for rental of space only, such space to be used at the sole risk of Lessee and neither the District nor the Board of Commissioners, its Harbor Master, employees or representatives, shall be responsible or liable to any extent or in any manner for the care or protection of the items, gear, equipment, or contents, or for any loss or damage of whatever kind or nature to said items, gear equipment, or contents however caused or occasioned. Lessee hereby releases the District from all claims and causes of action therefore that exist or may arise in the future.

Section 3.6 District Non-Responsibility

The District shall not be liable in any manner or for any cause whatsoever for Lessee's space or its contents, gear and equipment thereof, or any loss or damage thereto howsoever occasioned any use of District facilities, including storage and shall be at the sole risk of Lessee. Lessee acknowledges and agrees that the District has made and makes no warranties or representations, either expressed or implied, with respect to the present or future suitability or condition of District storage areas, facilities, walks, ramps, equipment, building, premises or other property under the control of the District. Lessee understands that District premises and facilities are located on lands owned by the District and Lessee agrees to indemnify and hold harmless the District, the Economic Development Administration, the California Department of Boating and Waterways and their respective officers, agents and employees from against all claims, demands, liability, damage and loss including attorney's fees actually incurred for injuries or death to persons, or property (including the District) by reason of any matter, act, failure to act or omission arising out of or relating to the operation, use or possession of Lessee's items, this space, or District premises or facilities, or parcel leased by Lessee, Lessee's family, agents, employees, business visitors or invitees occurring at any time during the existence of this Agreement.

Section 3.7 Indemnification

District does not hereby assume custody or possession of the items nor any responsibility whatsoever for the care or protection of same. Rather, Lessee hereby assumes all risks associated with the use and occupancy of the space and agrees that District, its Directors, officers, agents and employees shall not be liable for any injury, including death, to any person caused by any use or occupancy of the space or arising from any accident or fire or other casualty therein or thereabout or from any other cause whatsoever, nor shall District, its

Directors, officers, agents or employees be liable for any loss of or damage to any gear, equipment, fittings, fixtures, contents and other articles belonging to Lessee or located in or about the space or the Marina. Lessee hereby agrees to indemnify and hold District, its Directors, officers, agents and employees harmless from all liability for any such injury, loss, damage or claim, including without limitation, reasonable attorney's fees and court costs.

Section 3.8 Permits Issues to Individuals Only

Storage Permit and Rental Agreement and Temporary Assignment for Storage shall be issues only with respect to a names individual or government entity and shall be valid only in respect to that individual or government entity.

Section 3.9 Assignment and Subletting

Lessee shall have no right or power whatsoever to assign this Storage Permit and Rental Agreement or sublet the space or any part thereof to any person or party whatsoever or for use by any other person or party whatsoever. No attempted transfer or assignment whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Storage Permit and Rental Agreement.

Section 3.10 Notice to District

As a condition to the issuance of a Storage Permit and Rental Agreement and Temporary Assignment for Storage, the Lessee thereof shall at all times keep the Harbor Master informed of his/her current mailing address, telephone numbers, along with any additional emergency telephone numbers. The Lessee thereof shall also notify the Harbor Master immediately upon any change of ownership of items to which his/her Storage Permit and Rental Agreement or Temporary Assignment for Storage applies, and further agrees to ensure that items transferred or sold shall be removed from the facility, and shall further notify the Harbor Master immediately upon vacating the storage space assigned to the individual. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation for Storage by the District forthwith.

Section 3.11 Storage Assignment

- a) The location of the storage space shall be designated by the District and shall be at the convenience of the Marina
- b) No person shall store items at or in the Woodley Island Marina without having first secured a Storage permit and Rental Agreement or Temporary Assignment for Storage from the Harbor Master in the form and manner provided therefor. Storage assignments shall be made from a chronological waiting list. A vacant storage assignment will be offered first to that person highest on the list for that size storage assignment and then, if refused, in sequence to those next on the list. Acceptance of a storage assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a Storage permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.12 Storage Purposes Only

- a) A Storage Permit and Rental Agreement shall authorize the Lessee thereof to use the designated storage area at the Woodley Island Marina for storage purposes only and also authorizes the Lessee use of the work yard area for a maximum of three (3) days per calendar month at no additional cost for the purpose of storing, repairing or servicing of equipment. Any additional days spent in the work yard shall require a Temporary Assignment for Storage. District grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinance and regulations of the District or under written authority by the District.
- b) A Temporary Assignment for Storage shall authorize the Lessee thereof to use the designated work yard at the Woodley Island Marina for a period of one (1) day to maximum of fourteen (14) days for temporary storage, repairs or servicing of equipment.

Section 3.13 Abandoned Property

All items will be considered abandoned when left on Woodley Island without a properly executed Storage Permit and Rental Agreement or Temporary Assignment for Storage or when left after termination of Storage Permit and Rental Agreement or Temporary Assignment for Storage for more than twenty-four (24) hours. In the event items are deemed abandoned, District shall post a thirty (30) day notice of intent to remove, sale, scrap, or destroy such items at the expiration of the thirty (30) days. If items are claimed within the thirty (30) days, owner shall pay the District for all temporary storage, relocation, and resecuring of the items plus all costs associate with the temporary storage of said items. If items are claimed but fees are not paid, items will still be considered abandoned. If items are not claimed within thirty (30) days they shall become property of the District and the District shall have the right to remove, sale, scrap or destroy such items.

Section 3.14 Permits Non-Assignable

Storage Permits and Rental Agreements or Temporary Assignments for Storage shall be non-assignable and are not transferable. No attempted transfers or assignments, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any storage assignment shall be valid or effective and shall automatically terminate any Storage Permit and Rental Agreement or Temporary Assignment for Storage. Sale or transfer of any supplies and equipment covered by Storage Permit and Rental Agreement of Temporary Assignment for Storage transfers no right or privileges inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage, nor guarantees the issuance of a new Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.15 Sale of Items

Any sale or transfer of legal title in and to the items shall serve as an automatic termination of the Storage Permit and Rental Agreement and al rights of Lessee.

Section 3.16 Reassignment of Storage Space

Storage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Storage Permit and Rental Agreement and Temporary Assignment for Storage may apply for reassignment. However, reassignment is not a right or privilege inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.17 Temporary Reassignment of Storage Space

Items to which a Storage Permit and Rental Agreement or Temporary Assignment for Storage apply may be temporarily assigned or reassigned to other areas or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 3.18 Storage Space May Not Be Sublet

Storage space designated by a Storage Permit and Rental Agreement or Temporary Assignment for Storage may not be sublet by Lessee.

Section 3.19 Notice of Cancellation to the District

A Storage Permit and Rental Agreement may be cancelled by the holder thereof upon thirty (30) days written notice to the Harbor Master. All items stored under the provisions of the Storage Permit and Rental Agreement shall be removed from the facility within the thirty (30) days.

Section 3.20 Failure to Comply, Revocation and Termination

If the Board of Commissioners or its Harbor Master determines the Lessee has failed to comply with the terms and provisions of the Storage Permit and Rental Agreement or Temporary Assignment for Storage or with the ordinances, rules and regulations promulgated from time to time by the District, for the safety of District's Marina, the Storage Permit and Rental Agreement or Temporary Assignment for Storage may be terminated forthwith by the District and upon being so notified in writing by the District, Lessee shall immediately remove all items from the assigned space and out of and away from District's facilities.

Section 3.21 Termination of Rights

- a) Upon expiration of Storage Permit and Rental Agreement or Temporary Assignment for Storage all rights thereunder shall automatically cease and terminate. No Storage Permit and Rental Agreement or Temporary Assignment for Storage shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Storage Permit and Rental Agreement or Temporary Assignment for Storage. No Storage Permit and Rental Agreement shall be renewed until all fees and charges due and payable to the District have been paid in full.

- b) If the Lessee holds possession of the premises after notice of termination by the District, Lessee's rental obligation to the District shall be at the monthly rental rate for Lessee's original agreement, or newest agreement, whichever is greater until Lessee actually vacates said space and otherwise upon all the Agreements herein contained.

Section 4.0 STORAGE RATES AND USE

Section 4.1 Storage Rates

Storage Rates are to be set by the Board of Commissioners at a duly held meeting.

Section 4.2 Security Deposit

District shall charge, in addition to the above , for a Storage Permit and Rental Agreement, a security deposit which shall be a sum equal to one month's rental charge and shall be refundable upon termination or applied towards the final month's rent.

Section 4.3 Change of Storage Rates

District shall have the right to change or increase the storage rates for a Storage Permit and Rental Agreement and Temporary Assignment for Storage by giving Lessee thirty (30) days oral or written notice.

Section 4.4 Non-Exclusive and Exclusive Possession

District may issue a Storage Permit and Rental Agreement for non-exclusive use of such space in a sum per square foot, based upon the area used. Lessee's use is based upon a monthly rental for non-exclusive use; possession of the space is for non-exclusive possession or use of such space. Non-exclusive possession or use of the space means a right to the use of specific space when such specific space is also used intermittently by others, even though such possession or right to use such space is paramount to any use by others. District reserves the right to assign to others the right to use such facilities when Lessee's use is based upon non-exclusive use. In the event Lessee's use is based on non-exclusive use as provided for in the Storage Permit and Rental Agreement and Temporary Assignment of Storage, and Lessee's space will be vacant for a stated period of time of five (5) days or more, District may, at its sole option, allow use of sublet of the space by another Lessee for such stated period and District may, in its sole and absolute discretion, collect storage fees from another Lessee and Lessee shall receive no credit or reimbursement from District. Prior to Lessee's departure from the space for a stated period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule and the District shall have the right to rent the space to other Lessees, including but not limited to temporary individuals during Lessee's absence. District shall be under no obligation to have the space clear for Lessee prior to the intended estimated time of arrival unless Lessee notifies the District at least twenty-four (24) hours in advance of his/her arrival.

Section 4.5 Notice of Possessory Interest Tax

Lessee is hereby notified by District that this Storage Permit and Rental Agreement or property interest created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Section 107 to 108 of the California Revenue and Taxation Code and that Lessees and/or

party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Section 5.0 PAYMENT OF STORSGE RATES

Section 5.1 Payment of Storage Rates by Month-to-Month Tenants, Late Charges and Interest

- a) All storage fees and other charges are payable in full at the time of issuance by District of the Storage Permit and Rental Agreement and the Temporary Assignment of Storage. All storage fees and charges for use of a storage area in excess of thirty (30) days shall be payable at the time of issuance of the Storage Permit and Rental Agreement by District.
- b) Failure of a month-to-month tenant to pay storage fees and other charges or failure to pay charges within ten (10) days of the date of mailing shall be in violation of this ordinance. If month-to-month tenant fails to pay all storage fees and charges due within ten (10) days from the date of billing, tenant shall pay District a late penalty charge each month as follows: if the tenant's account balance is \$0.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's account balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenants account balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the storage fees and all other charges are not paid withing ten (10) days of the date of billing. Past due accounts (accounts not paid within ten (10) days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.2 Default

In the even of any default by Lessee in the payment of rent or Lessee's other obligations as set forth in Ordinance No.9, the Woodley island Marina Rules and Regulations, the District may forthwith terminate the Storage Permit and Rental Agreement or Temporary Assignment for Storage and Lessee's rights hereunder without further notice, in which event Lessee shall promptly surrender the premises, remove all items from the District property and pay to the District all sums to which the District may be entitles, including damages, damage to District property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 5.3 Re-Entry

As an additional remedy to the District for any such default by Lessee, the District may, without terminating the Storage Permit and Rental Agreement or Temporary Assignment for Storage, re-enter the space and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is givenby the District to Lessee and the District may remove all items and property therefrom, transfer such items and property to a public warehouse or elsewhere, at the expense of Lessee and relet the premises for the account of Lessee. Lessee shall be responsible and liable to the District for all cost or re-entry, repossession, handling, storage charges, attorney's fees, marshal or sheriff's fees, advertising and any other cost or expense to the District incurred by the District by reason of any default hereunder by Lessee or by reason of the District exercising any of its rights hereunder.

Section 5.4 Lien

Lessee acknowledges that the District has a lien upon all items stored and any property of Lessee located on the premises or under the control of the District to secure payment and performance of all obligations of Lessee hereunder which lien may be enforced by the District by using the procedure for enforcement of liens.

Section 5.5 Legal Fees

In the event it is necessary to institute legal proceedings to enforce any of the terms herein, or in the event of the breach of this Agreement by Lessee, Lessee shall pay to District its reasonable attorney's fees as fixed by the court.

Section 6.0 RULES AND REGULATIONS

Section 6.1 Rules and Regulations

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invites with all laws, ordinances, rules and regulations including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No. 9, the Woodley Island Marina Rules and Regulations. Furthermore, Lessee shall at all times keep and maintain Lessee's space in a safe, orderly and clean condition while Lessee is renting said space. Lessee irrevocably authorized and appoints the District to remove Lessee's items and/or to remove any contents, gear or equipment from said space to any other space or storage in Humboldt Bay, or to place the same in storage at Lessee's expense if, in the discretion of the District, it may be necessary for the safety or security of the items or District property, or to repair District's facilities or for any other reason and the District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 6.2 Lessee's Care of Space

Lessee shall be responsible for keeping assigned storage area and any area used by Lessee in a clean and orderly condition. Clean up, removal and disposal of all garbage into trash receptacles furnished by the District shall be done on a daily basis and is the Lessee's responsibility. It shall also be Lessee's responsibility to gain compliance from Lessee's crew members, guests and invitees to keep storage area free of debris. Failure to keep assigned storage area and area used by Lessee shall be grounds for termination of the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 6.3 Modification of Space

No modification or alteration to District property shall take place without the express written consent of the District. Lessee agrees to make a written report to District of any conditions existing on or about the Marina which Lessee believes to be a hazardous condition or which might develop into a hazardous condition.

Section 6.4 Refuse

- a) No persons shall store, throw, discharge, or deposit in any other manner any reuse matter, bilge water, garbage, human waste, fish, shellfish, fish parts, dead animals,

or other putrefying matter of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

- b) No person shall store, dump or discharge oil, spirits, inflammables, explosives or hazardous materials of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.
- c) Pets shall not be allowed in the storage area or any area of the Woodley Island Marina or be allowed to commit any nuisance within the Woodley Island Marina and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet.

Section 6.5 Repair and Services of Equipment

Major repairs or servicing of equipment in the storage area is prohibited. Every person intending to engage in any repairs or servicing of equipment or any welding or burning shall notify the District of the nature and extent of the proposed work and shall move the items to the work yard area to perform such work. This notification shall be given to the District prior to the start of work and whenever practical at last one day before the work is to be performed.

Section 6.6 For Sale

No Person shall display on any item a "For Sale" sign in excess of 150 square inches on the face.

Section 6.7 Securing and Security

- a) Storage area and work yard may remain locked at all times and District shall not be liable or responsible for security of items stored at the Woodley Island Marina while storage area and work yard are locked or unlocked.
- b) All items shall be placed and secured so that no part shall block any portion of any walkway, alleyway or extend beyond the boundary or space allowed by the Storage Permit and Rental Agreement and Temporary Assignment for Storage unless approved by District.
- c) At all times during which items are in storage, Lessee shall cause it to be clearly marked with the Lessee's name or vessel name and safely and properly secured in a manner acceptable to District. If District deems it necessary to make or resecure any or all items for any reason, Lessee agrees to pay a reasonable service charge for doing so, plus the cost of all materials used therefore. However, District assumes no responsibility for the safety of the items and shall not be liable for fire, theft, or any damage to the items or property be reason of District's decision either to resecure the items or to not resecure the items.
- d) The Chief Executive Officer, through the Board of Commissioners, has sole discretion over individual height requirement for the space.

Section 6.8 Hours of Darkness

During hours of darkness, Lessee, crew members, their guests and invitees shall be the only persons allowed in the storage area. All other persons shall be considered trespassers.

Section 6.9 Tampering with Storage Items

It shall be unlawful for any person to willfully injure, break, remove, or tamper with any part of any item stored at or on the Woodley Island Marina, any waterway or facility thereof, or to climb onto or upon any item without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.10 Removal of Storage Items

- a) In the event District deems it necessary to remove or relocate storage items for any reason, Lessee shall pay a reasonable cost or charge thereof, plus all costs and materials used therefor. Removal, relocation or storage of items as provided in this ordinance shall be without liability to the District, its Harbor Master, employees or representatives. District shall assume no responsibility for the safety of storage items and shall not be liable for fire, theft, or any damage to storage items by reason of District's decision either to remove or relocate the storage items or not to remove or relocate the storage items.
- b) District may remove any supplies and equipment from a storage area to any other storage area at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the items or District's property or to repair District's facilities, or for any other reason in the best interest of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.
- c) Items left in the work yard beyond the maximum number of days allowed will be subject to removal and storage at the Lessee's expense.

Section 6.11 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations including those of the federal and state government, and the County of Humboldt, the City of Eureka, the District and Ordinance No. 9.

Section 7.0 MISCELLANEOUS

- a) Waiver of any provision hereof by the District shall not be deemed a continuing waiver or waiver of any other condition.
- b) No alteration, amendment or modification hereof shall be effective unless in writing signed by Lessee and the District.
- c) This is the only Agreement between the parties pertaining or related to the storage area or work yard and no oral agreements exist between the parties as to any matters related to the storage area or work yard whatsoever.
- d) All notices shall be deemed served 72 hours after deposit on the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at the address respective parties have shown herein.

- e) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
- f) District retains the right to add to, alter, amend or modify any of the terms and conditions contained herein and said addition, alteration, amendment or modification by District shall become binding upon Lessee forthwith.

Lessee agrees to all of the provisions, terms and conditions of Ordinance No.9, the Woodley Island Marina Rules and Regulations. A copy of which is posted on the window of the District office located at 601 Startare Drive, Woodley Island Marina, Eureka, California, 95501 and is available to Lessee upon request.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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



STAFF REPORT
HARBOR DISTRICT MEETING
February 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 2, 2026

TITLE: Adoption of the Amended and Restated Joint Powers Agreement of The Redwood Region Economic Development Commission

STAFF RECOMMENDATION: Review and approval, as a member agency, of the Amended and Restated Redwood Join Powers Agreement of the Redwood Region Economic Development Commission.

SUMMARY: The Redwood Region Economic Development Commission (RREDC), which pursuant to section 1.04 of the intended agreement, the Humboldt Bay Harbor, Recreation and Conservation District, is a duly appointed member, was created in 1977 to invest in projects with money received when Redwood National Park was expanded by creating a loan fund to help local businesses start or expand their operations.

As a collaboration of Humboldt County communities dedicated to expanding economic opportunity in Humboldt County, RREDC creates opportunity and supports the growth of local businesses, through leading projects of regional significance, making loans, and offering business consulting through partnership with the North Coast Small Business Development Center.

ATTACHMENTS:

- A. Amended and Restated Joint Powers Agreement of The Redwood Region Economic Development Commission

AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

This Amended and Restated Joint Powers Agreement of the Redwood Region Economic Development Commission is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq. (the ACT), and supersedes the original Joint Powers Agreement effective November 1, 1977, and amended nine times from 1978 – 1992. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of [DATE.]

RECITALS

A. The Redwood Region Economic Development Commission (“COMMISSION” or “RREDC”) was formed in 1977 by the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, the Redwoods Community College District, the Humboldt Community Services District, the Humboldt Bay Municipal Water District, the Humboldt Bay Harbor, Recreation, and Conservation District, and the McKinleyville Community Services District. Subsequent amendments to the Agreement added to the membership the Redway Community Services District, Orick Community Services District, the Orleans Community Services District, the Manila Community Services District, the Willow Creek Community Services District, and the Hoopa Valley Tribe. These entities are referred to individually as a “Member,” and collectively, the “MEMBERS”.

B. The RREDC was formed in 1977 to, among other purposes, develop and implement a countywide Economic Development Action Plan and Strategy for Humboldt County, using financial assistance offered through the federal Public Works and Economic Development Act of 1965 (42 USC §§ 3121-3234). In 1992 the RREDC Joint Powers Agreement was amended to expand its regional effectiveness by coordinating economic development strategy with entities located in the Counties of Mendocino and Del Norte.

C. Successfully formulating and implementing an economic development strategy that best improves the quality of life in the region requires a united, sustainable, and collaborative approach to economic development projects and programs. Such regional coordination is ultimately beneficial to access and leverage federal and state resources and programs and provide capacity for smaller communities with limited resources.

D. The MEMBERS desire to amend the Agreement to create more sustainable and resilient economic opportunities. In particular, the MEMBERS seek to update the Agreement’s purposes to reflect current economic development practices, to facilitate greater coordination within the region, and to update administrative provisions of the Joint Powers Agreement such as the COMMISSION’s regular meeting schedule and its budget adoption schedule.

E. The MEMBERS believe it would be desirable and convenient to restate the Agreement in its entirety, to include previous amendments not further amended herein, and to make those amendments now desired by the MEMBERS.

NOW THEREFORE, based on the mutual covenants, conditions, and terms recited herein, which are made a material part of this agreement, the undersigned public agencies, collectively referred to herein as the “MEMBERS,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

AGREEMENT

ARTICLE I. COMMISSION FORMATION

Section 1.01 Formation. Pursuant to the Act, the MEMBERS hereby create a Joint Powers Agency to be known as the Redwood Region Economic Development Commission (COMMISSION).

Section 1.02 Separate Public Entity. The COMMISSION is a public entity separate from the MEMBERS within the meaning of Government Code Section 6507.

Section 1.03 Parties to this Agreement. For purposes of this Agreement, each MEMBER intends to, and does, contract with every other MEMBER which is a signatory to this Agreement and, in addition, with every public agency that becomes a MEMBER under Section 1.04. The withdrawal of any MEMBER from this Agreement does not affect its validity or enforceability as to the remaining MEMBERS, nor any remaining MEMBER’S intent to contract with any of the others.

Section 1.04 Membership. Any Public Agency as defined in Government Code Section 6500, which is located wholly or partly within the boundaries of Humboldt County, or any adjacent county, is eligible for membership in the COMMISSION. Upon approval by a simple majority vote of the full Board of Directors, any such public agency may become a MEMBER if:

- (a) its governing body duly approves membership and agrees to all the terms of this Joint Powers Agreement, and
- (b) An authorized officer of such agency executes this Agreement on its behalf.

ARTICLE II. DEFINITIONS

Section 2.01 Unless the context otherwise requires, the words and terms defined in this ARTICLE II shall, for the purposes hereof, have the meanings specified.

- (i) ACT. "ACT" means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.
- (ii) COMMISSION. "COMMISSION" means the REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION created pursuant to this Agreement.
- (iii) BOARD OF DIRECTORS. "BOARD OF DIRECTORS" means the governing board of the COMMISSION established pursuant to this Agreement.
- (iv) MEMBER. "Member" means a Public Agency that is a party to this Joint Powers Agreement.
- (v) PUBLIC AGENCY. “Public Agency” is defined in Section 6500 of the Act.

ARTICLE III. PURPOSE

Section 3.01 The purpose of this Agreement is to create an independent public entity that will provide united, coordinated, efficient, sustainable, and equitable economic development programming for its MEMBERS and the community at large. Specifically, the COMMISSION will:

- (a) lead and participate in economic development programs in Humboldt County and with public entities, sovereign nations, businesses, and organizations therein and in adjacent and nearby counties and tribal lands, and
- (b) operate revolving loan funds and leverage other financial resources to provide access to capital to those individuals, businesses, and organizations that create jobs or otherwise provide opportunities for prosperity through sustainable economic growth, and
- (c) establish operating and advisory committees to assist the COMMISSION in carrying out the foregoing purposes and to assist the COMMISSION in the implementation of economic development projects and programs to improve the quality of life in the region.

ARTICLE IV. INTERNAL GOVERNANCE

Section 4.01 BOARD OF DIRECTORS The COMMISSION shall be governed by a Board of Directors composed of one representative from each Public Entity that is a party to this Agreement, each serving in an individual capacity as a member of the BOARD OF DIRECTORS.

Section 4.02 APPOINTMENTS TO BOARD OF DIRECTORS Each MEMBER shall appoint, from its respective governing board, one individual to serve on the Board of Directors of the COMMISSION. Each MEMBER shall also appoint from its respective governing board one alternate individual to serve on the Board of Directors in the absence of the primary individual appointed by that Member. The alternate individual may vote at any meeting of the BOARD OF DIRECTORS of the COMMISSION at which the primary representative appointed by that MEMBER is absent or disqualified.

Section 4.03 TERM OF APPOINTMENT Each MEMBER'S representatives appointed to serve on the Board of Directors shall serve at the pleasure of the appointing Member. The governing board of the MEMBER shall appoint replacement individuals to serve on the Board of Directors as needed to ensure that the MEMBER maintains continuous representation on the Board of Directors.

Section 4.04 VOTING POWER All voting power of the COMMISSION shall reside in the BOARD OF DIRECTORS.

Section 4.05 PROHIBITION OF EMPLOYMENT No person while serving as a member of the BOARD OF DIRECTORS of the COMMISSION shall be eligible to be appointed to any salaried office or employment in the service of the COMMISSION nor shall they become eligible for such appointment within one year after they have ceased to be a member of the BOARD OF DIRECTORS of the COMMISSION.

Section 4.06 COMPENSATION The members of the BOARD OF DIRECTORS and any committees formed by the COMMISSION shall serve without compensation. All members of the BOARD OF DIRECTORS may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as such members. Reimbursement of expenses shall be subject to approval of the BOARD OF DIRECTORS.

Section 4.07 REGULAR MEETINGS The Board of Directors shall establish by resolution the dates, times and places of its regular meetings, which shall be held not less than four times during each calendar year. The Board of Director's meetings shall be conducted in accordance with the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

Section 4.08 ATTENDANCE AND PARTICIPATION MEMBER representatives are expected to attend every Board of Director's meeting, arrange for the attendance of their alternate representatively when not able to, and to notice appropriate Commission staff when they will not be in attendance. A MEMBER that fails to attend three regular successive meetings without notice to the COMMISSION or fails to appoint a representative to the Board of Directors without notice to the COMMISSION shall be deemed to have withdrawn as a party to this Agreement and as a MEMBER of the COMMISSION and will be ineligible to vote on COMMISSION business or constitute a quorum.

Section 4.09 QUORUM AND VOTING A majority of the Board of Directors shall constitute a quorum for the transaction of business. The Board of Directors shall act by motion or resolution. Except as otherwise expressly provided by this Agreement or applicable law, all motions, resolutions and ordinances of the Board of Directors, and all actions required or permitted to be taken by the MEMBERS acting through the Board of Directors, shall be by a majority vote of the quorum.

Section 4.10 RULES The BOARD OF DIRECTORS of the COMMISSION may adopt by-laws, rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

Section 4.11 CHAIR, VICE CHAIR AND SECRETARY The BOARD OF DIRECTORS shall elect a Chair of the Board and Vice Chair of the Board from among its membership each calendar year. If either the Chair's or the Vice Chair's MEMBER ceases to be a MEMBER of the Commission, the resulting vacancy shall be filled at the next regular meeting of the BOARD OF DIRECTORS held after such vacancy occurs. The CHAIR shall preside over and conduct all meetings of the BOARD OF DIRECTORS.

- (a) The CHAIR shall be the chairperson of the Board of Directors and shall conduct all Board of Director meetings and perform such other duties and functions required of such person by this Agreement or the Board.
- (b) The VICE CHAIR shall serve in the CHAIR's absence and perform such duties as required by this Agreement, the Board.
- (c) The BOARD OF DIRECTORS shall select a Secretary who may, but need not, be a member of the BOARD OF DIRECTORS. The Secretary shall serve at the pleasure of the BOARD OF DIRECTORS and shall perform those duties and functions customary to the office of Secretary of a Public Entity.

Section 4.12 TREASURER AND AUDITOR-CONTROLLER The Treasurer - Tax Collector of the COUNTY OF HUMBOLDT is hereby designated as the Treasurer of the COMMISSION and as the depository to have custody of all the money of the COMMISSION from whatever source. The Auditor-Controller of the COUNTY OF HUMBOLDT is hereby designated as the Auditor-Controller of the COMMISSION. The Treasurer-Tax Collector and the Auditor-Controller shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the ACT and shall ensure that there shall be strict accountability of all funds and report of all receipts and disbursements of the COMMISSION.

Section 4.13 LEGAL ADVISOR The BOARD OF DIRECTORS shall select, appoint, employ and retain the legal advisor of the COMMISSION, who shall perform such duties as may be prescribed by the BOARD OF DIRECTORS.

Section 4.14 EMPLOYEES The BOARD OF DIRECTORS shall have the power to appoint and employ such other officers, employees, and may contract with consultants and other professional persons or firms as it considers necessary for the purposes hereof.

ARTICLE V. POWERS

Section 5.01 GENERAL POWERS The COMMISSION created by this Agreement shall exercise in the manner hereinafter provided the powers common to each of the entities to this Agreement.

Section 5.02 SEPARATION As provided in the ACT, the COMMISSION shall be a public entity separate from the parties hereto.

Section 5.03 SPECIFIC POWERS The COMMISSION is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all the following:

- (a) To make and enter into contracts.
- (b) To employ agents, employees, consultants, and independent contractors.
- (c) To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise.
- (d) To sue and be sued in its own name, except as otherwise provided by law.
- (e) To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the separate public entities that are parties to this Agreement.
- (f) To apply for, accept, receive, and disburse grants, loans, and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or other sources, public or private, and expend such funds for the purposes outlined in this Agreement.

- (g) To invest any money that is not required for the immediate necessities of the COMMISSION, as the COMMISSION determines, is advisable, in the same manner and upon the same conditions as apply to local agencies, pursuant to Section 53601 of the Government Code of the State of California.
- (h) To carry out and enforce all the provisions of this Agreement.
- (i) To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the COMMISSION or the performance of any duties by the officers and employees of the COMMISSION.
- (j) To make, adopt, amend, and repeal its bylaws, rules, ordinances, resolutions, and procedural regulations consistent with, and to carry into effect, the powers granted in and purposes of this Agreement.

Section 5.04 CLAIMS All claims and actions for money or damages against the COMMISSION and its officers and employees are governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The COMMISSION shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said Government Code.

Section 5.05 INTERESTS IN CONTRACTS The provisions of Article 4 (commencing with Section 1090), Article 4.5 (commencing with Section 1100), and Article 4.6 (commencing with Section 1120), Chapter 1, Division 4, Title I, and Sections 87100 et seq. of the Government Code of the State of California prohibiting certain financial interests in public contracts and pertaining to conflicts of interest shall apply to the officers, officials, directors, and employees of the COMMISSION.

Section 5.06 ENFORCEMENT BY COMMISSION The COMMISSION is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

- (a) Appointment of Administering Entity Pursuant to Government Code Section 6506, the Board may appoint an agency or entity, including one or more MEMBERS upon consent of the governing body of such Member, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, which it may designate, to administer or execute this Agreement, or any portions of this Agreement.

Section 5.07 RESTRICTIONS ON EXERCISE OF POWERS Powers of the COMMISSION shall be exercised as provided in the Act and shall be subject, in accordance with Section 6509 of the Act, to such restrictions upon the manner of exercising such powers as are imposed upon counties in the exercise of similar powers.

ARTICLE VI. FINANCIAL PROVISIONS

Section 6.01 FISCAL YEAR. The fiscal year of the COMMISSION shall be from July 1 of each year to and including June 30 of the following year.

Section 6.02 ADVANCES Each of the parties to this Agreement may advance to the COMMISSION money in such sums as may be mutually agreed upon by such party and the BOARD OF DIRECTORS. An amount equal to all advances made by each party, plus interest thereon at a rate to be mutually agreed upon by the COMMISSION and the party making such advances, shall be repaid by the COMMISSION funds then available to the COMMISSION. Repayment of such advances may also be made by the COMMISSION at such other time or times as the COMMISSION and the party making such advance shall mutually agree at the time such advance is made.

Section 6.03 ANNUAL BUDGET The Board of Directors shall adopt by majority vote of the full Board of Directors an annual budget for each fiscal year at or before its last regular meeting before June 30 of each year.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 ACCOUNTS The COMMISSION shall keep accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the COMMISSION. Said books of account shall always be open to inspection by any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account.

Section 7.02 ANNUAL AUDIT The accounts and records of the COMMISSION shall be audited as provided in Government Code Sections 6505 and 6505.5 or as required by other entities providing funding to COMMISSION.

Section 7.03 LIMITATION ON LIABILITY OF MEMBERS FOR DEBTS AND OBLIGATIONS OF COMMISSION As provided for by Government Code section 6508.1, the debts, liabilities, and obligations of the COMMISSION do not constitute debts, liabilities, or obligations of any party to this Agreement. A MEMBER may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the COMMISSION.

Section 7.04 INDEMNITY The COMMISSION shall indemnify, defend and hold harmless the MEMBERS, their officers and employees, from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation), collectively referred to as 'injury', of every nature arising out of the COMMISSION activities described herein, or its failure to comply with any of its obligations contained herein, except where such injury is caused by the sole negligence or willful misconduct of a Member. Any defense of claims, as well as the cost of any judgments imposed for claims resulting from actions by the COMMISSION or any of the officers, agents, employees, or contractors of the COMMISSION in relation to this Agreement shall be the sole responsibility of the COMMISSION. To the extent that MEMBERS are also held jointly and severally liable for such amounts by Government Code section 895.2, if a MEMBER provides for such defense of itself or the COMMISSION, or pays all or a part of such judgment, the MEMBER shall be entitled to reimbursement in full from the COMMISSION, provided the MEMBER obtains prior approval from the COMMISSION.

Section 7.05 INSURANCE The COMMISSION will obtain at its expense, and maintain during the term of this Agreement, insurance against claims for injury to persons or damage to property or the environment which may arise from COMMISSION operations.

Section 7.06 AMENDMENTS This Agreement may be amended only by a written instrument, approved by an affirmative vote of the governing bodies of two thirds (2/3) of the MEMBERS, and meeting any requirements imposed by the terms or conditions of any revenue bonds issued by the COMMISSION and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

Section 7.07 CONSENT Notwithstanding the foregoing, no amendment shall require any MEMBER to contribute any funds to, or become directly or contingently liable for any debts, liabilities or obligations of, the COMMISSION, without that MEMBER'S written consent, signed by its duly authorized representative.

Section 7.08 WITHDRAWAL MEMBERS may withdraw at any time by providing written notice from the governing body of such MEMBER to the Board; provided that no MEMBER may withdraw if withdrawal would adversely affect a bond or other indebtedness issued by the COMMISSION, except upon a two-thirds (2/3) vote of the full Board. Withdrawal shall be effective upon receipt by the Board of said notice or upon said vote of the Board if required. The withdrawing MEMBER shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the effective date of withdrawal. Upon such withdrawal, no withdrawing MEMBER shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however such MEMBER may be entitled to participate in a pro-rated return of surplus money and other surplus personal property upon the dissolution of the COMMISSION based on factors as determined by the Board such as but not limited to the MEMBER'S length of time of participation with and contribution to the COMMISSION.

Section 7.09 TERMINATION AND DISTRIBUTION This Agreement continues until terminated by the written consent of a simple majority of the full Board; provided that:

- (a) this Agreement cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that the COMMISSION may issue are paid in full; and
- (b) this Agreement and the COMMISSION continue to exist following termination for the purpose of disposing of all claims, distributing assets, and all other functions necessary to conclude the obligations and affairs of the COMMISSION.

Section 7.10 DISTRIBUTION OF FUNDS AND ASSETS FOLLOWING

TERMINATION After completion of the COMMISSION's purposes, any surplus money on deposit in any fund or account of the COMMISSION will be disposed of as required by law. All other property of the Commission, real and personal, shall be divided or disposed of in a manner agreed upon by the Board of Directors. The Board of Directors is vested with all powers of the COMMISSION for the purpose of concluding and dissolving its business affairs.

Section 7.11 NOTICES All notices which any MEMBER or the COMMISSION may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the MEMBER or the COMMISSION, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the MEMBER or the COMMISSION at its principal office, or to such other address as the COMMISSION or MEMBER may designate from time to time by written notice given to the other MEMBERS in the manner specified in this section. Service of notice shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the COMMISSION and the MEMBERS, notice shall be delivered as follows: **[LIST OF ENTITIES HERE]**

Section 7.12 PROHIBITION AGAINST ASSIGNMENT No MEMBER may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee or third-party beneficiary of a MEMBER has a right, claim or title to any part, share, interest, fund or asset of the COMMISSION. However, nothing in this Agreement prevents the COMMISSION from assigning any interest or right it may have under the Agreement to a third party.

Section 7.13 SEVERABILITY If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

Section 7.14 LIABILITY OF COMMISSION Subject to limitations contained in any trust agreement or other documents pursuant to which financing of the COMMISSION is implemented, COMMISSION funds may be used to defend, indemnify, and hold harmless the COMMISSION, any Member, any Director or Alternate Director, and any employee or officer of the COMMISSION for their actions taken within the scope of their duties while acting on behalf of the COMMISSION.

Section 7.15 GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 7.16 COUNTERPARTS This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

Section 7.17 EFFECTIVE DATE In accordance with the initial Joint Powers Agreement, this Restated and Amended Joint Powers Agreement shall become effective at the time two-thirds (2/3) of the MEMBERS have approved this Amended and Restated Joint Powers Agreement.

IN WITNESS WHEREOF, this Amended and Restated Joint Powers Agreement has been duly considered by the governing bodies of all MEMBERS of the Redwood Region Economic Development Commission and has been approved by the governing bodies of all MEMBERS, and is hereby entered into by the MEMBERS effective as of the date written above.

SIGNATURES APPEAR ON FOLLOWING PAGES

