

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

DATE: April 9, 2026

TIME: Closed Session – 5:30 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@humboldtby.org

1. Call to Order Closed Session at 5:30 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.

Agenda for Regular Board Meeting on April 9, 2026

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 March 12, 2026
- b) Receive District Financial Reports for February 2026
- c) Approve Purchase Order 2406 for Scribble Software
- d) Approve Purchase Order 2407 for Gelinax James
- e) Charter Agreement Renewal for Eric Justesen dba 707 Sportfishing to Operate a Charter Service at Woodley Island Marina
- f) Charter Agreement Renewal for Reef Twibell dba Humboldt Sportfishing to Operate a Charter Service at Woodley Island Marina
- g) Charter Agreement Renewal for Michael Stratman dba Redwood Coast Fishing to Operate a Charter Service at Woodley Island Marina
- h) New Charter Agreement for Jake McMaster dba The Captains Catch to Operate a Business at Woodley Island Marina

9. Communications, Reports, and Correspondence Received

- a) Correspondence Received

Agenda for Regular Board Meeting on April 9, 2026

- 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 April 2026. This month's update will focus on preliminary results of an initial round of dredge material testing, a brief review of foundation assembly, and project schedule.

11. New Business

- a) **Consideration of Initial Fiscal Year 2026-2027 Budget Preparation Step 1 - Preliminary Goals for Woodley Island Marina, Fields Landing Boat Yard, and Related Dredging**

Recommendation: Staff recommends that the Board direct staff to implement the 2026-2027 Fiscal Year Budget Preparation Schedule and receive a report on the proposed capital expense projects for Woodley Island Marina, Fields Landing Boat Yard and Dredging.

Summary: Beginning at the April 9th meeting, staff will present the capital expense projects under consideration for the 2026-2027 fiscal year and the projected costs of each. These items do not include the recurring maintenance and operations costs, which will be presented in the final draft budget brought to the commission for approval in June.

- b) **Authorize the Executive Director to Amend the Not-To-Exceed Amount for the current Moffat & Nichol Contract from \$10,819,388 to \$12,175,242 to Incorporate Remaining Funds from CEC Grant OSW-21-001 and extend the end date to April 31, 2027**

Recommendation: Authorize the Executive Director to execute Contract Amendment No. 3 with Moffatt & Nichol to increase the not-to-exceed amount by \$1,355,854, and extend the contract from December 31, 2026, to April 31, 2027.

Summary: Moffat & Nichol is under contract with the District to perform a range of services supporting the development of the Heavy Lift Marine Terminal and the partial Baywide Master Plan Project. This amendment increases the contract's not-to-exceed

Agenda for Regular Board Meeting on April 9, 2026

to \$12,175,242 which incorporates remaining available funds from the California Energy Commission (CEC) OSW-21-001 grant as well as extending the agreement end date.

12. Adjournment

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

March 12, 2026

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M. and Regular Session met at 6:00 P.M. at the Woodley Island Marina meeting room, 601 Startare Drive, Eureka, CA 95501.

CLOSED SESSION – 5:00 P.M.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

BUSINESS

- 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.

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.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Sebastian Elrite.

CONSENT CALENDAR

- a) Adopt Minutes for Regular Board Meeting on February 12, 2026
- b) Receive District Financial Reports for January 2026
- c) Approve Purchase Order 2378 for Offshore Wind California
- d) Approve Purchase Order 2379 for Express Employment Professionals

- e) Charter Agreement Renewal for Lowell Wallace dba Humboldt Charter Company to Operate a Charter Service at Woodley Island Marina
 - f) Charter Agreement Renewal for Jaimoe Kibby dba Humboats Kayak Adventures to Operate a Charter Service at Woodley Island Marina
- COMMISSIONER DALE MOVED ACCEPT CONSENT CALENDAR ITEMS A-F.
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. No report.
- d) District Counsel Report
 - I. No report.
- e) District Treasurer Report
 - I. No report.
- f) District Engineer Report.
 - I. District Engineer presented a report.
- g) District Planner Report
 - I. District Planner presented a 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 with Arnie Jacobson, Julia Bingham, Tanner Etherton and Lauren Hart.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Jennifer Kalt commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.

COMMISSIONER DALE LEFT THE MEETING AT 6:40 P.M.

- b) **Receive a Status Update on the Preliminary Review and Discussion to Amend and Fully Restate Ordinance No. 9**

- 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.
 - V. Discussion item only, no formal action was taken.
- c) Receive a Status Update on the Consideration of 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**
- I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Matt Simmons 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 2026-04, A Resolution Designating the Executive Director and Director of Administrative Services as Authorized Agents for the Purpose of Applying for and Receiving Funds from the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (Cal OES)**

- 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 NEWMAN MOVED TO ADOPT RESOLUTION 2026-04, A RESOLUTION DESIGNATING THE EXECUTIVE DIRECTOR AND DIRECTOR OF ADMINISTRATIVE SERVICES AS AUTHORIZED AGENTS FOR THE PURPOSE OF APPLYING FOR AND RECEIVING FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: DALE

Abstain: NONE

- b) Consider Adopting Resolution 2026-05, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2026-2027**

- 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 NEWMAN MOVED TO ADOPT RESOLUTION 2026-05, A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2026-2027.
COMMISSIONER NORTON SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.
Ayes: BENSON, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: DALE
Abstain: NONE

c) Consideration of Initial Fiscal Year 2026-2027 Budget Preparation Schedule

- 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 BENSON MOVED TO HAVE STAFF COMMENCE THE FISCAL YEAR 2026-2027 BUDGET PREPARATION SCHEDULE
COMMISSIONER NORTON SECONDED.
Ayes: BENSON, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: DALE
Abstain: NONE

ADJOURNMENT – 7:30 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

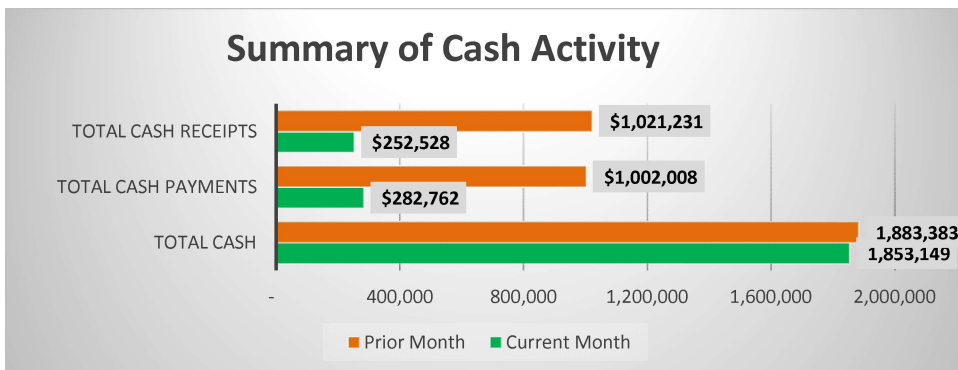
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended February 28, 2026 and January 31, 2026

	<u>2/28/26</u>	<u>1/31/26</u>
<u>Account Balances</u>		
Checking	\$ 100,134	\$ 116,401
Savings	598,599	617,560
County Treasury	1,148,202	1,148,202
Cash on hand	6,214	1,220
Total Cash	<u>1,853,149</u>	<u>1,883,383</u>
Less: Restricted cash for Marina surcharges	(980,672)	(950,982)
Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above	(550,668)	(577,930)
Cash Available (Deficit), excluding unexpended grant proceeds and deposits	<u>321,809</u>	<u>354,471</u>
<u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 1,883,383	\$ 1,864,160
Monthly Deposits	252,528	1,021,231
Monthly Payments	(282,762)	(1,002,008)
Balance, End of Month	<u>\$ 1,853,149</u>	<u>\$ 1,883,383</u>
<u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Moffat & Nichol expenditure		\$ 276,041
Redwood Community Action Agency	\$ 58,643	308,582
Property/Liability insurance payment		35,370
Annual State Water Quality Control Board disposal fee		36,055
Sub-total, Significance/Unusual Expenses	<u>58,643</u>	<u>656,048</u>
General operating expenses and other misc. expense	<u>224,119</u>	<u>345,960</u>
Total Cash Payments	<u>\$ 282,762</u>	<u>\$ 1,002,008</u>
<u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Chevron Products payment	\$ 22,866	
US Dept. of Transportation, Maritime Administration		\$ 812,944
Terraphase Engineering Inc	<u>20,240</u>	
Sub-total, Significant/Unusual Revenues	<u>43,106</u>	<u>812,944</u>
General revenues	<u>209,422</u>	<u>208,287</u>
Total Cash Receipts	<u>\$ 252,528</u>	<u>\$ 1,021,231</u>



Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of February 28, 2026

	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	23,637.16
10200.1 Cash in PNC, Checking	77,497.43
10400 CASH IN COUNTY - FUND 2720	1,108,801.17
10500 CASH IN COUNTY - FUND 3872	39,401.01
10600.1 Cash in bank, Tariff PNC	457,296.94
10700.1 Cash in bank, Water PNC	141,302.40
10901 UNEXPENDED MARINA SURCHARGES	980,672.33
10902 UNEXP SURCHARGES AVAIL CASH ADJ	0.00
10903 RESTRICTED CASH	-980,672.33
Total Bank Accounts	\$1,849,116.11
Accounts Receivable	
12000 ACCTS RECEIVABLE	1,225,048.52
Total Accounts Receivable	\$1,225,048.52
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	68,069.29
12750 Refunds Receivable	0.00
12800 LEASE RECEIVABLE	0.00
12900 Accounts Receivable FSM	0.00
1499 Undeposited Funds	5,034.00
Total Other Current Assets	\$82,248.74
Total Current Assets	\$3,156,413.37
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 February 28, 2026

	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	-20,597,397.17
Total CAPITAL ASSETS, NET	17,278,916.84
Total Fixed Assets	\$17,336,512.59
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	\$28,401,621.79
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 ACCOUNTS PAYABLE	162,325.22
Total Accounts Payable	\$162,325.22
Credit Cards	
20112 US Bank Visa	3,538.20

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of February 28, 2026

	TOTAL
Total Credit Cards	\$3,538.20
Other Current Liabilities	
20000.1 ACCOUNTS PAYABLE YR END ADJUST	0.00
20100 LEASE PAYABLE TO HBDA	0.00
20200 NOTES PAYABLE	190,571.30
20400 ACCRUED WAGES PAYABLE	38,925.89
20500 ACCRUED INTEREST	35,340.00
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	19,760.00
20802 PLUG DEPOSITS ON HAND	1,430.00
20803 SLIP DEPOSITS ON HAND	57,714.04
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	6,625.00
20809 HAUL OUT DEPOSIT	0.00
Total 20800 DEPOSITS ON HAND	188,005.42
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	333,999.80
28402 DEFERREDINCOME CalTrans Eelgrass	77,240.87
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	1,761.02
21400 SOCIAL SECURITY/MEDICARE TAX	-0.03
21500 AFLAC	0.00
21600 PERS CARE/MEDICAL INSURANCE	-2,844.30
21700 PERS RETIREMENT	-101.04
21701 PERS DEFERRED COMPENSATION	133.35
21800 STATE DISABILITY INSURANCE	0.00
21900 UNION DUES DEDUCTIBLE	-32.31

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of February 28, 2026

	TOTAL
Total Payroll tax & Withholding Liab	-1,083.33
Sales Tax Agency Payable	0.00
Total Other Current Liabilities	\$1,155,716.60
Total Current Liabilities	\$1,321,580.02
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	\$11,980,980.06
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	3,130,115.45
Total 30900 RESTRICTED FUND BALANCE	981,824.91

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of February 28, 2026

	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	-3,159,409.13
31205 General Fund Invest Fixed Asset	0.00
31208 General Fund Change in Designat	0.00
Total 31200 GENERAL FUND BALANCE	-2,037,641.63
3900 RETAINED EARNINGS	971,591.01
Net Income	3,968,895.48
Total Equity	\$16,420,641.73
TOTAL LIABILITIES AND EQUITY	\$28,401,621.79

Humboldt Bay Harbor, Recreation & Conservation District

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (YTD)
Income		
52708.1 Discount		105.04
Donations		
46519 Donations - Lighthouse		2.00
Total Donations		2.00
Dredging Revenue		
41318 Dredging Surcharge - T	22,534.40	158,141.56
Total Dredging Revenue	22,534.40	158,141.56
Fees		
40108 PERMITS-T		2,000.00
40808 Pilotage Services - T		2,179.58
41308.1 Poundage - T		30.34
41818 Late Charges/Interest - T	5,175.00	36,825.00
41819 Late Charges/Interest - NT	1,511.14	6,691.69
45608 Chevron - Ports O&M - T		16,175.00
Total Fees	6,686.14	63,901.61
Float Replacement Account		
41418 Float Replacement	7,155.98	49,865.35
Total Float Replacement Account	7,155.98	49,865.35
Grant Revenue		
Conservation Grants		
45208.3 Conservation Grants, Gov't - T		110,213.93
Total Conservation Grants		110,213.93
Harbor Grants		
45208 Harbor Grants, Other - T	20,239.87	20,239.87
45208.1 Harbor Grants, Gov't - T	69,254.41	4,108,964.30
Total Harbor Grants	89,494.28	4,129,204.17
Recreation Grants		
45208.2 Recreation Grants, Gov't - T		25,447.88
Total Recreation Grants		25,447.88
Total Grant Revenue	89,494.28	4,264,865.98
Harbor Surcharge		
40908 Harbor Improvement Surcharge-T	1,649.00	93,318.96
Total Harbor Surcharge	1,649.00	93,318.96
Interest Revenue		
43108 Interest Income - T	535.50	8,126.80
43109 Interest Income - NT	0.16	13,667.97
43318 Interest On Del Accts - T		504.04
Total Interest Revenue	535.66	22,298.81

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (YTD)
Other Revenue		
45908 Other Revenue - T		14.10
45909 Other Revenue - NT	44,169.06	135,023.37
45911 Other Revenue - Spartina	1,913.62	576,490.49
Total Other Revenue	46,082.68	711,527.96
Rent Income		
40218 Slip Rents - T	56,082.96	391,299.76
40318.1 Transient Rentals - T	1,235.80	18,062.95
40518 Equipment Rent - T		3,688.04
40519 Equipment Rent - NT	580.00	1,250.00
40709 FL BUILDING SPACE RENT G/NT	3,404.85	27,238.80
40809 Yard Rent - NT	3,344.58	24,919.46
41108 Rents, Tidelands Leases - T	21,105.92	301,942.29
41309 Storage - NT	13,847.21	47,232.18
41409 Upland Rent - NT	64,952.18	567,686.28
Total Rent Income	164,553.50	1,383,319.76
Sales		
40118 SALES & PERMITS M/T	1,320.00	6,960.00
40119 Concession Sales - NT	1,010.75	5,883.30
Total Sales	2,330.75	12,843.30
Tax Revenue		
43509 Property Tax Revenues	0.00	771,056.78
45009 Other Federal Tax Revenue		14.19
Total Tax Revenue	0.00	771,070.97
Utility Surcharge		
40409 Utility Surcharge - NT	1,292.00	90,134.76
40418 Utility Surcharge, Marina Dock	1,065.16	42,578.69
Total Utility Surcharge	2,357.16	132,713.45
Total Income	\$343,379.55	\$7,663,974.75
GROSS PROFIT	\$343,379.55	\$7,663,974.75
Expenses		
57018 Bank Service Charges	426.53	3,700.82
Accounting/Auditing Services		
52500 Accounting Fees - T	6,607.50	71,706.38
52508 Accounting Fees - NT	2,202.50	26,939.12
Total Accounting/Auditing Services	8,810.00	98,645.50

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (YTD)
Advertising & Promotion		
51000 Advertising & Promotion - NT		-697.52
51008 Advertising & Promotion - T		171.97
Total Advertising & Promotion		-525.55
Bad Debts		
51308 Bad Debts - T		175.00
Total Bad Debts		175.00
Communications		
51400 Communications - NT	1,137.98	9,135.28
51408 Communications - T	174.63	1,381.62
Total Communications	1,312.61	10,516.90
Conference & Meetings		
51500 Conferences & Meetings - NT	1,019.64	7,385.01
51508 Conferences & Meetings - T		249.23
Total Conference & Meetings	1,019.64	7,634.24
Depreciation		
53509 Depreciation - NT	68,204.00	545,632.00
Total Depreciation	68,204.00	545,632.00
Dredging Expense		
55608 Dredging Expense - T		40,267.00
56708 Dredging - GT		585.00
56718 Dredging - MT		
Total Dredging Expense		40,852.00
Dues, Subscriptions & Licences		
51600 Dues & Subscriptions - NT	189.00	26,105.31
51608 Dues & Subscriptions - T		2,553.64
Total Dues, Subscriptions & Licences	189.00	28,658.95
Elections & Government Fees		
51700 Elections & Prop Tax Assess-NT		21,698.86
Total Elections & Government Fees		21,698.86
Engineering Services		
52400 Engineering Fees - NT	1,999.60	30,832.00
52408 Engineering Fees - T		6,739.00
Total Engineering Services	1,999.60	37,571.00
Fuel		
51200 Automotive, Fuel- NT	1,053.30	6,027.77
51208 Vessel Fuel		719.23
51218 Automotive, Fuel - T	453.29	5,027.75
Total Fuel	1,506.59	11,774.75

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (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	23,789.45	54,800.12
Total Harbor Grant Expenses	23,789.45	54,800.12
Recreation Grant Expenses		
54408.2 Recreation Grant Exp		0.00
Total Recreation Grant Expenses		0.00
Total Grant Expenses	23,789.45	60,042.62
Insurance		
51800 Insurance - NT	9,533.77	96,571.50
51808 Insurance - T		19,709.50
Total Insurance	9,533.77	116,281.00
Interest Expense		
55108 Interest Expense - T	4,156.00	49,413.36
55109 Interest Expense - NT	7,624.00	138,624.76
Total Interest Expense	11,780.00	188,038.12
Legal Services		
52300 Legal Fees - NT	2,581.87	41,944.89
52308 Legal Fees - T	545.63	3,585.62
Total Legal Services	3,127.50	45,530.51
Maintenance - Equipment		
51209 Automotive, Repairs - NT	641.20	3,800.99
52710 Repairs & Maint, Equip - NT	394.87	2,793.50
52718 Repairs & Maint, Equip - T	17,970.58	29,544.77
Total Maintenance - Equipment	19,006.65	36,139.26
Maintenance - Facilities		
52708 Repairs & Maint, Facilities - T	2,470.87	63,264.74
52719 Repairs & Maint, Facilities - N	1,149.01	25,542.39
Total Maintenance - Facilities	3,619.88	88,807.13
Maintenance - IT		
57008 Maintenance, IT Equip - T	442.50	4,942.00
57009 Maintenance, IT Equip - NT	2,538.31	4,838.31
Total Maintenance - IT	2,980.81	9,780.31
Maintenance Supplies		
52008 Maintenance Supplies - T	66.13	668.43

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (YTD)
52010 Maintenance Supplies - NT	1,280.13	14,300.80
Total Maintenance Supplies	1,346.26	14,969.23
Office Supplies		
51900 Office Supplies - NT	4,675.18	48,769.58
51908 Office Supplies - T	255.99	4,247.69
52100 Outside Services - NT		14.32
Total Office Supplies	4,931.17	53,031.59
Other Expenses		
53709 Cash Over/Short - NT		-100.00
54405 Other Expenses - Spartina	1,913.62	517,261.22
55419 Other Expenses - NT	1,667.00	4,994.86
Total Other Expenses	3,580.62	522,156.08
Other Professional/Outside Serv		
52109 Outside Services, Other - NT	1,937.50	20,865.75
52118 Outside Services, Other - T		1,800.00
Total Other Professional/Outside Serv	1,937.50	22,665.75
Permits		
51610 Permits - NT	903.31	13,867.80
51618 Permits - T		2,811.00
Total Permits	903.31	16,678.80
Personnel Expenses		
Contract Temporary Services		
50310 Contract Temporary Services - N	4,913.80	5,057.31
Total Contract Temporary Services	4,913.80	5,057.31
Payroll Burden		
50500 Payroll Benefits, Other - NT	33,821.74	295,296.96
50508 Payroll Benefits, Other - T	8,749.84	77,235.88
6560 Workers' Comp	3,392.35	19,562.87
Total Payroll Burden	45,963.93	392,095.71
Salaries/Wages		
50100 Salaries & Wages - NT	80,414.42	768,240.15
50108 Salaries & Wages - T	-1,695.65	0.00
Total Salaries/Wages	78,718.77	768,240.15
Total Personnel Expenses	129,596.50	1,165,393.17
Planning Services		
52200 Planning Fees - NT		5,480.09
52208 Planning Fees - T		21,314.42
Total Planning Services		26,794.51

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

February 2026

	TOTAL	
	FEB 2026	JUL 2025 - FEB 2026 (YTD)
Rent Expense		
52600 Rent Expense - NT		756.00
Total Rent Expense		756.00
Small Tools		
52800 Small Tools - NT		1,620.17
52808 Small Tools - T		121.26
Total Small Tools		1,741.43
Utilities		
52909 Utilities - NT	25,346.76	193,038.82
52918 Utilities - T	12,701.46	67,712.41
53000 Water, Sewer, & Refuse - NT	10,258.98	91,028.24
53008 Water, Sewer, & Refuse - T	7,671.24	46,487.07
Total Utilities	55,978.44	398,266.54
Total Expenses	\$355,579.83	\$3,573,406.52
NET OPERATING INCOME	\$ -12,200.28	\$4,090,568.23
Other Expenses		
Other Non-operating Expenses		
55409 OTHER EXPENSES G/NT	40,742.13	121,672.75
Total Other Non-operating Expenses	40,742.13	121,672.75
Total Other Expenses	\$40,742.13	\$121,672.75
NET OTHER INCOME	\$ -40,742.13	\$ -121,672.75
NET INCOME	\$ -52,942.41	\$3,968,895.48

Humboldt Bay Harbor, Recreation & Conservation District

Bill Payment List

February 2026

DATE	NUM	VENDOR	AMOUNT
10200.1 Cash in PNC, Checking			
02/13/2026	ACH02132026-01	CalPERS 457 Program	-325.00
02/13/2026	4667	Pierson Building Center	-822.71
02/13/2026	4674	Shelter Cove Fishing Preservation Inc	-2,083.33
02/13/2026	4677	Solink Corporation	-155.00
02/13/2026	4654	Eureka Oxygen Company	-112.40
02/13/2026	4649	Alves Inc.	-360.00
02/13/2026	4672	Security Lock & Alarm	-42.94
02/13/2026	4657	Humboldt Area Chapter CSDA	-50.00
02/13/2026	4675	Shelter Cove Resort Improvement District	-319.21
02/13/2026	4658	Humboldt Bay Municipal Water Dist.	-1,384.41
02/13/2026	4676	SHN Consulting Engineers & Geologists	-2,575.00
02/13/2026	4663	Napa Auto Parts	-175.38
02/13/2026	4680	Valley Pacific Petroleum Services, Inc	-978.67
02/13/2026	4682	World Oil Environmental Services	-153.00
02/13/2026	4659	Humboldt Towing	-200.00
02/13/2026	4679	Terraphase Engineering Inc	-20,239.87
02/13/2026	4652	B.W.S. Distributors, Inc.	-313.42
02/13/2026	4656	Grossman Hague	-11,992.00
02/13/2026	4660	Humboldt Waste Management Authority	-347.45
02/13/2026	4665	Pacific Gas & Electric (8259-4)	-9,691.02
02/13/2026	4650	Amazon Business (Invoices)	-148.26
02/13/2026	4666	Peninsula Community Collaborative	-1,667.00
02/13/2026	4653	Costco Wholesale Membership	-130.00
02/13/2026	4651	B & B Portable Toilets	-133.69
02/13/2026	4668	Planwest Partners, Inc.	-5,408.75
02/13/2026	4678	StewTel, Inc.	-349.26
02/13/2026	4661	Lawson Products, Inc.	-128.07
02/13/2026	4648	101Netlink	-370.00
02/13/2026	4655	Express Services, Inc.	-2,479.40
02/13/2026	4669	Recology Eel River	-574.79
02/13/2026	4662	Mitchell Law Firm, LLP	-2,732.50
02/13/2026	4670	Recology Humboldt County (061218064)	-402.28
02/13/2026	4673	Shafer's Ace Hardware #4726	-72.93
02/13/2026	4681	Verizon Wireless	-220.83
02/13/2026	4671	Recology Humboldt County (A0060000265)	-4,265.11
02/13/2026	4685	Wiyot Tribe	-4,047.10
02/13/2026	4683	Redwood Community Action Agency	-58,642.62
02/13/2026	4684	Verizon Wireless	-372.52
02/13/2026	4686	Pacific Gas & Electric (1906-4)	-10,607.39
02/13/2026	4687	US Bank Corporate Payment System	-5,761.14
02/13/2026	ACH02132026-02	Pacific Gas & Electric (3494-4)	-367.56
02/27/2026	DD	Howser, Suzie	-958.58
02/27/2026	DD	Juchtzner, Rick	-1,498.39
02/27/2026	ACH02272026-01	CalPERS 457 Program	-300.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

February 2026

DATE	NUM	VENDOR	AMOUNT
02/27/2026	ACH02272026-02	PERS Unfunded Accrued Liab	-10,916.00
02/27/2026	4695	Network Help To Go	-575.00
02/27/2026	4691	Boatswain's Locker	-17,970.58
02/27/2026	4692	Express Services, Inc.	-1,217.20
02/27/2026	4694	Napa Auto Parts	-122.63
02/27/2026	4696	Offshore Wind California	-2,500.00
02/27/2026	4697	Standard Insurance Company	-232.80
02/27/2026	4693	Humboldt Community Services District	-18.00
Total for 10200.1 Cash in PNC, Checking			\$ -187,511.19



Humboldt Bay Harbor, Recreation & Conservation District

PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.

Vendor

Ship To
Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
Approved By:			Total	

8052 Elm Drive, Unit K
 Mechanicsville, VA 23111
 (804) 427-8100
 e-mail: support@posscribble.com



Invoice

Date	Invoice #
4/1/2026	103276

Bill To
Humboldt Bay Harbor District Woodley Island Marina 601 Startare Dr Eureka, CA 95501

Ship To
Humboldt Bay Harbor District Woodley Island Marina 601 Startare Dr Eureka, CA 95501 USA

Due Date	Terms	P.O. No.	Rep
4/1/2026	Due on receipt		KCM

Quantity	Description	Price Each	Amount
	MARINAGO Office Enterprise - Cloud-Based Marina Management. \$105.00 month/user (4 user rate) Includes: Property Space Management Point-of-Sale Autopay Instant Pay (Email Invoice) House Account Meter Reading Entry Digital Contracts Advanced Reporting Portal MarineSync Integration MGO Online Customer Reservations (via Customer Portal) Customer Portal *Annual subscription required. *Standard Support is included. Premier and Enterprise support options are available for an additional annual fee.	5,040.00	5,040.00T
	MARINAGO Office - Property - \$500/per property/per year. Limits of use - per Property Unlimited storage for current and historical occupancy. 5 GB customer/vessel attachment storage space *Fees will be applied for any month that goes over 5GB storage space.	500.00	500.00T
	subtotal		5,540.00
	Out-of-state sale, exempt from sales tax	0.00%	0.00

Invoice total	\$5,540.00	Payments/Credits	\$0.00
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<p>* ALL PAYMENTS will be applied to the OLDEST INVOICE FIRST. Non-refundable. No returns accepted for any reason. Please remit payments to: Scribble Software, Inc., 8052 Elm Drive, Unit K, Mechanicsville, VA 23111.</p>		Balance Due for Invoice	\$5,540.00
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Humboldt Bay Harbor, Recreation &
Conservation District
PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
04/01/2026	2407

Vendor
Gelinas James, Inc. 3560 Coombs Drive Arcata, CA 95521

Ship To
Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
Staff Development To be considered at April 9, 2026 Meeting of the Board of Commissioners				17,500
Approved By:			Total \$17,500.00	

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

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

PERMITTEE:
Eric Justesen
dba 707 Sportfishing
289 Kenmar Road.
Fortuna, CA 95540

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **ERIC JUSTESEN** an individual, dba **707 Sportfishing** hereinafter referred to as "**Eric Justesen.**"

WHEREAS, Eric Justesen will be the Lessee of Slip Number **8**, Float **C**, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about March 8, 2026 Eric Justesen made written request to renew the Permit to operate the business **707 Sportfishing** on a vessel moored at Slip Number **8**, Float **C** at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Eric Justesen:**

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Eric Justesen**, an individual, to operate the business **707**

2026 707 SPORTFISHING
Page 1 of 6

Sportfishing for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Eric Justesen** operates the business of charter services from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for one (1) year commencing May 01, 2026 and terminating on April 30, 2029. District or **Eric Justesen** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Eric Justesen** with or without cause or reason by giving **Eric Justesen** sixty (60) days written notice of termination and **Eric Justesen** shall terminate his business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Eric Justesen**, at 2849 Kenmar Road, Fortuna, CA 95540. In the event **Eric Justesen** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Eric Justesen** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Eric Justesen** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by **Eric Justesen** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Eric Justesen** shall pay District the sum of two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing

Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 01, 2026, **Eric Justesen** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Eric Justesen** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Eric Justesen** from liability for bodily injury, death, or property damage as a result of his operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Eric Justesen** shall forthwith cease and stop his **707 Sportfishing** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Eric Justesen** shall, prior to commencing operation of **707 Sportfishing** obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license, and California Department of Fish and Wildlife licenses.
6. **Eric Justesen** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Eric Justesen** and **Eric Justesen** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Eric Justesen** agrees to hold harmless,

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

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

10. This Permit and Agreement is not transferable or assignable by **Eric Justesen** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Eric Justesen** shall be null and void.
11. This Permit and Agreement is non-exclusive, and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Eric Justesen** is hereby notified by the District that this Permit and Agreement to Operate **707 Sportfishing** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Eric Justesen** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Eric Justesen** agrees and acknowledges that he has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Eric Justesen** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina **Eric Justesen** hereby acknowledges that he has actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Eric Justesen** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and his Berthing Permit and Rental Agreement for his vessel, for Woodley

Island Marina.

EXECUTED on, _____, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**Stephen Kullmann, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Eric Justesen, an individual, dba, 707 Sportfishing, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2026

By _____
**Eric Justesen, Owner
707 Sportfishing**

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

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

PERMITTEE:
Reef Twibell
dba *Humboldt Sportfishing*
1627 Charles Avenue
Arcata, CA 95521

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **REEF TWIBELL** an individual, dba ***HUMBOLDT SPORTFISHING*** hereinafter referred to as "**Reef Twibell.**"

WHEREAS, Reef Twibell will be the Lessee of Slip Number 05, Float E, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about March January 6, 2026 Reef Twibell made written request to renew the permit to operate the business ***Humboldt Sportfishing*** on a vessel moored at Slip Number 05, Float E at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of Reef Twibell:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Reef Twibell, an individual, to operate the business

2026 Humboldt Sportfishing
Page 1 of 6

Humboldt Sportfishing for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Reef Twibell** operates the business of charter services from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2026 and terminating on April 30, 2029. District or **Reef Twibell** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Reef Twibell** with or without cause or reason by giving **Reef Twibell** sixty (60) days written notice of termination and **Reef Twibell** shall terminate his business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Reef Twibell**, at 1627 Charles Avenue, Arcata, CA 95521. In the event **Reef Twibell** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Reef Twibell's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Reef Twibell's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by **Reef Twibell** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Reef Twibell** shall pay District the sum of two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and

Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 01, 2026, **Reef Twibell** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Reef Twibell** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Reef Twibell** from liability for bodily injury, death, or property damage as a result of his operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Reef Twibell** shall forthwith cease and stop his ***Humboldt Sportfishing*** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Reef Twibell** shall, prior to commencing operation of ***Humboldt Sportfishing***, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license, and California Department of Fish and Wildlife licenses.
6. **Reef Twibell** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Reef Twibell** and **Reef Twibell** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Reef Twibell** agrees to hold harmless,

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

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

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

Marina.

EXECUTED on, _____, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**Stephen Kullmann President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Reef Twibell, an individual, dba, *Humboldt Sportfishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2026

By _____
**REEF TWIBELL, Owner
*Humboldt Sportfishing***

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

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

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

PERMITTEE:

Michael Stratman
dba Redwood Coast Fishing
2330 18th Street
Eureka, CA 95501

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

WHEREAS, **Michael Stratman** will be the Lessees of Slip Number 00, Float A, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about March 19, 2026, **Michael Stratman** made a written request to renew the Permit from the District to operate the business **Redwood Coast Fishing** from a vessel moored at Slip Number 00, Float A at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

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

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

2026 Redwood Coast Fishing
Page 1 of 6

1. District shall permit **Michael Stratman, Redwood Coast Fishing**, to operate the business **Redwood Coast Fishing** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Michael Stratman** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for **three (3) years commencing May 01, 2026** and terminating on **April 30, 2029**. District or **Michael Stratman** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Michael Stratman** with or without cause or reason by giving **Michael Stratman** sixty (60) days written notice of termination and **Michael Stratman** shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Michael Stratman**, at **2330 18th Street, Eureka, CA 95501**.

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

3. In addition to the monthly rental payable by **Michael Stratman** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Michael Stratman** shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00)

per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: **May 01, 2026, Michael Stratman** shall purchase and maintain throughout the term of the Permit and Agreement **Commercial General Liability** insurance covering **Michael Stratman** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Michael Stratman** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to **May 01** each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) **per occurrence**. In the event said liability insurance policy referred to in the Paragraph 4 is cancelled or terminated, **Michael Stratman** shall forthwith cease and stop their **Redwood Coast Fishing** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Michael Stratman** shall, prior to commencing operation of **Redwood Coast Fishing**, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and **California Department of Fish and Wildlife** licenses.
6. **Michael Stratman** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Michael Stratman**, and **Michael Stratman** shall indemnify and hold harmless

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

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

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

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

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

EXECUTED on, _____, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**Stephen Kullmann, President
Board of Commissioners
HUMBOLDT AY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

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

Dated: _____, 2026

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

FROM THE DESK OF

Jacob McMaster

March 23, 2026

Humboldt Bay Harbor District

Dear Humboldt Bay Harbor District

I have recently purchased the former Jenna Lee Seafood pontoon boat. It is my intention to operate the platform for not only crab sales but as a full on fish market which as you know is something this area is in need of. We intend to sell Crab, Albacore, Salmon, rockfish, black cod and other species of local seafood. The business name would be The Captains Catch located in same spot as Jenna Lee Seafood was.

As part owner and operator of the F/V Captain Banjo and doing Albacore dock sales for the past 18 years i see the areas need for a local seafood market in this area and i think this will be a great opportunity for us and the Harbor District

Sincerely yours,

Jacob McMaster

Captain Of F/V Captain Banjo

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

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

PERMITTEE:

Jake McMaster
dba *The Captains Catch*
925 Birch Ave,
McKinleyville, CA 95519

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and JAKE MCMASTER an individual, dba ***The Captains Catch*** hereinafter referred to as "JAKE MCMASTER."

WHEREAS Jake McMaster will be the Lessee of Slip Number 01, Float B, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about April 1, 2026, *Jake McMaster* made a written application to the District for a Permit from the District to operate the business *The Captains Catch* on a vessel moored at Slip Number 01, Float B at the Woodley Island Marina; and

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

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of *Jake McMaster*.

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit *Jake McMaster*, an individual, to operate the business *The Captains Catch Seafood* for the purpose of selling live crabs, whole raw fish, whole live fish, whole raw shellfish, whole live shellfish, whole raw shrimp, live oysters, whole salmon, and whole albacore to the public from a platform located at Slip Number 01, Float B at the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for one (1) year commencing May 01, 2026, and terminating on April 30, 2027. District or *Jake McMaster* may terminate this Permit and Agreement by giving sixty (60) days' written notice of termination to the other party. District may terminate this Permit and Agreement with *Jake McMaster* with or without cause or reason by giving *Jake McMaster* sixty (60) days written notice of termination and *Jake McMaster* shall terminate his business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to *Jake McMaster*, at 526 Elk River Road, Eureka, CA 95503. In the event *Jake McMaster* is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and *Jake McMaster's* Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a *Charter Service* shall terminate forthwith on the date of termination of *Jake McMaster's* Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by *Jake McMaster* to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", *Jake McMaster* shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing

- Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days' notice.
4. On or prior to the date of the Agreement, to wit: May 01, 2026, *Jake McMaster* shall purchase and maintain throughout the term of the Permit and Agreement liability insurance covering *Jake McMaster* pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring *Jake McMaster* from liability for bodily injury, death, or property damage as a result of his operation and shall name District as an additional insured and provide District with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars, and no cents (\$1,000,000.00) combined single limit policy. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, *Jake McMaster* shall forthwith cease and stop his *The Captains Catch* business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
 5. *Jake McMaster* shall, prior to commencing operation of *The Captains Catch*, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license, County of Humboldt Health Department certificate and California Department of Fish and Game licenses.
 6. *Jake McMaster* agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with *Jake McMaster* and *Jake McMaster* shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, *Jake McMaster* agrees to hold harmless, indemnify, and hold District non-responsible for any of *Jake McMaster's*

operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. *Jake McMaster* at all times shall comply and shall obtain compliance of Lessee's family, agents, employees, business visitors, and invites of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. *Jake McMaster* at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessels must be kept free of trash and waste products so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste products shall be properly disposed of each day.
9. *Jake McMaster* may place a sign on the platform the size of which must be approved by the District's Executive Director. *Jake McMaster* may place a directional sign for incoming traffic onto Woodley Island Marina at an area between the Weather Service driveway entrance and H & I Dock parking lot entrance on the north side of Startare Drive and a sign may be placed in an area near the entrance to B Dock parking lot area. Type and size of all signs are to be approved by the Executive Director of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing

on Woodley Island and the Woodley Island Marina.

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

Permit and Agreement and his Berthing Permit and Rental Agreement for his vessel, for Woodley Island Marina.

EXECUTED on, April 9, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**STEPHEN KULLMANN, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Jake McMaster, an individual, dba, The Captains Catch, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2026

By _____
**JAKE MCMASTER, Owner
*The Captains Catch***

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
April 9, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: April 3, 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 April 2026. This month’s update will focus on preliminary results of an initial round of dredge material testing, a brief review of foundation assembly, and project schedule.

TECHNICAL SPEAKERS: Guest technical speakers will begin occurring again during each monthly update. Staff is working to prioritize topics from the following list:

- Topics not yet presented to the Board:
 - Green Terminal analyses
 - Electrical load
 - Solar
 - On-site utilities
 - Community/Tribal Engagement Update
 - CEQA strategy and timeline
 - Permits strategy and timeline
 - Workforce Capacity
 - Tow-out and ship modeling
 - Bio mitigation
 - Sound/noise impact modeling
 - Visual Sims
 - Aquaculture topics
 - Cultural Resources
 - Onsite mitigation
- Previous topics that may need to be revisited:
 - Foundation Assembly

- Terminal Operations
- General site plan and state of the on-going project design
- WIM Work Dock and Fishermen Storage
- Woodley Island Sailing and Recreation Center (Public Recreation Access: Fishing Pier, Kayak Launch, or other)
- Community Benefit Program
- SAP, dredging, and marine Geotech
- Wharf design
- Wet storage
- Hydrodynamic model and navigation assessment
- Ground improvements and seismic
- Sea Level Rise preparation
- Stormwater
- Seismic and Tsunami
- Roadway access
- March 2027 – First hearing of CEQA DEIR

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
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 Eureka, California 95502-1030



STAFF REPORT - HARBOR DISTRICT MEETING

April 9, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: April 1, 2026

TITLE: **Consideration of Initial Fiscal Year 2026-2027 Budget Preparation Step 1 - Preliminary Goals for Woodley Island Marina, Fields Landing Boat Yard, and Related Dredging**

STAFF RECOMMENDATION: Staff recommends that the Board direct staff to implement the 2026-2027 Fiscal Year Budget Preparation Schedule and receive a report on the proposed capital expense projects for Woodley Island Marina, Fields Landing Boat Yard and Dredging.

SUMMARY: Beginning at the April 9th meeting, staff will present the capital expense projects under consideration for the 2026-2027 fiscal year and the projected costs of each. These items do not include the recurring maintenance and operations costs, which will be presented in the final draft budget brought to the commission for approval in June.

DISCUSSION: Staff recommends utilizing the following schedule to review goals, revenue, and expenditures by programmatic activity. These meetings will double as strategy sessions, which will be used by the Board, Executive Director, and District Staff to clearly understand where each activity is financially and what we can reasonably accomplish within our financial means. Staff will work with the Budget Subcommittee to prepare the budget and bring the complete budget to the Board for approval.

Date	Meeting Type	Purpose
April 9	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Woodley Island Marina 2. Fields Landing Boat Yard 3. Dredging
May 14	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Redwood Marine Terminal I 2. Redwood Marine Terminal II 3. Shelter Cove
June 11	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Port Operations 2. Conservation and Recreation Programs 3. Administrative Services 4. General Operating and Staffing 5. Follow-up discussion from previous budget meeting topics B) Adopt Preliminary Budget
July 9	Regular	Budget Adoption and Transmission to the County Board of Supervisors

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STAFF REPORT - HARBOR DISTRICT MEETING

April 9, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Marisa Genelly, Grants and Contracts Analyst

DATE: April 1, 2026

TITLE: Authorize the Executive Director to Amend the Not-To-Exceed Amount for the current Moffat & Nichol Contract from \$10,819,388 to \$12,175,242 to Incorporate Remaining Funds from CEC Grant OSW-21-001 and extend the end date to April 31, 2027

STAFF RECOMMENDATION: Authorize the Executive Director to execute Contract Amendment No. 3 with Moffatt & Nichol to increase the not-to-exceed amount by \$1,355,854, and extend the contract from December 31, 2026, to April 31, 2027.

SUMMARY: Moffat & Nichol is under contract with the District to perform a range of services supporting the development of the Heavy Lift Marine Terminal and the partial Baywide Master Plan Project. This amendment increases the contract’s not-to-exceed to \$12,175,242 which incorporates remaining available funds from the California Energy Commission (CEC) OSW-21-001 grant as well as extending the agreement end date.

DISCUSSION: On November 14, 2024, the Board authorized the Executive Director to execute a contract amendment with Moffatt & Nichol for a not-to exceed amount of \$10,819,388 (Purchase Order No. 2214), funded by grants from the CEC and MARAD, and a contract with Caltrans. Staff now recommends increasing the not-to-exceed amount to \$12,175,242. This increase reflects the addition of \$1,355,854 in remaining available funds from the CEC OSW-21-001 grant, which will be applied to ongoing project activities. The Heavy Lift Terminal and Bay-wide Master Plan Project is actively progressing, with Moffat & Nichol continuing to perform planning and design, and related technical services. This amendment ensures that all remaining available grant funds are incorporated to support ongoing and upcoming project activities and that this agreement goes through the end of the OSW-21-001 grant.

FISCAL IMPACT: This amendment does not result in any new costs to the District. The increase in the contract amount is fully funded by the existing CEC OSW-21-001 grant.

ATTACHMENTS:

- A. Contract Amendment No. 3

AMENDMENT TO AGREEMENT

AMENDMENT NO.: 3

Project Name: Redwood Maring Heavy Lift Terminal and Baywide Master Plan Project

MN Project No.: 231859

HBHRCD No.: 2214

This Amendment No. 3 (“Amendment”) to that certain Agreement, fully executed October 16, 2024 (“Original Agreement”) by and between the Humboldt Bay Harbor, Recreation and Conservation District and Moffatt and Nichol for services related to the above-named Project is hereby amended as follows:

- 1. Services
No changes to the scope of services.
- 2. Compensation for Services Provided
The total not-to-exceed compensation under the Agreement, as previously amended, is increased from \$10,819,388 to \$12,175,242.
- 3. Term
The Agreement term, currently set to expire on December 31, 2026, is hereby extended to April 30, 2027.
- 4. Other Amendments
None.

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

Humboldt Bay Harbor, Recreation
and Conservation District

Moffat & Nichol

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____