

HUMBOLDT BAY HARBOR USAGE FEE ORDINANCE

HUMBOLDT BAY HARBOR,  
RECREATION, AND CONSERVATION DISTRICT

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

ORDINANCE NO. 15

ENACTING GENERAL TARIFF NO. 1, ESTABLISHING RULES,  
REGULATIONS, CHARGES, AND FEES, INCLUDING HARBOR FEES ON VESSELS  
AND CARGO IN CONNECTION WITH THE HUMBOLDT HARBOR AND BAY 38 FOOT,  
DEEP DRAFT NAVIGATION IMPROVEMENT PROJECT WITHIN THE JURISDICTION  
OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Section I. Findings and Declarations

The Board of Commissioners (the "Board") of the  
Humboldt Bay Harbor, Recreation, and Conservation District (the  
"District") finds and declares:

(a) Acting as Trustee of the public trust, and under  
the police power enabling authority delegated to the District by  
the State of California in Appendix II of the Harbors and  
Navigation Code, the purpose of this Ordinance No. 15 enacting  
General Tariff No. 1, establishing rules, regulations, charges,  
and fees, including harbor usage fees on vessels and cargo in  
connection with the Humboldt Harbor and Bay 38 Foot Deep Draft  
Navigation Improvement Project ( the "Project") within the  
jurisdiction of the Humboldt Bay Harbor, Recreation, and  
Conservation District (the "Ordinance"), is:

(1) to ensure the safety of individuals, vessels, and  
public and private property, in and around the waters of Humboldt  
Bay and Bar; and

(2) to protect those waters, the natural resources  
therein, and surrounding ecosystems from economic and environmental  
damage resulting from inter alia vessel collisions and groundings  
by promoting safe navigation and maritime commerce and providing  
competent, efficient, and regulated conditions for the anchoring,  
mooring, docking and safe movement of vessels.

(b) Under section 4 of Chapter 1 of Appendix II of the  
Harbors and Navigation Code the District, as a specialized agency  
and a political subdivision of the State of California, the  
District is granted police power authority to regulate the  
tidelands and lands lying under the inland navigable waters of  
Humboldt Bay for the promotion of commerce, navigation, fisheries  
and recreation thereon, and for the development and protection of  
the natural resources of the area, and under section 34 of Article  
2 of Chapter 3 of Appendix II of that title, the Board may do all

other acts necessary and convenient for the exercise of its powers, including in combination the regulation of navigation on behalf of the State of California subject only to Federal preemption to the line of demarcation between the inland and international rules of the road at the outermost navigational aids, and extraterritorially to include the Humboldt Bar and those areas within the territorial sea where vessels take on pilots to perform pilotage services.

(c) Public access to safe, efficient marine transportation, and an economically healthy maritime industry is essential to the continued economic well-being and future development of the Humboldt Bay Region.

(d) It is essential that the navigable waters of Humboldt Bay remain open to public navigation as a vital foreign and coastwise transportation route for domestic and foreign vessels.

(e) Section 101 of the Water Resources Development Act of 1996, Public Law 104-695 enacted on October 13, 1996, Congress authorized construction of the Humboldt Harbor and Bay 38 foot navigation improvement project (the "Project") with a total Project cost of \$15,180,000, First Federal Cost of \$10,000,000 and required local contribution to the general navigation features of the Project of \$5,180,000.

(f) The Board of Commissioners expressly find that the public interest and convenience, and health, safety, and welfare require the provision of improvements to the existing projects for navigation at Humboldt Bay substantially in accordance with the Congressional authorization and the Basis for Design (February 1996) prepared by the San Francisco District Engineer for the U. S. Army Corps of Engineers (the "District Engineer").

(g) Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 101 of the Water Resources Development Act of 1986 ("WRDA 1986"), Public Law 99-662 (codified as amended at 42 U.S.C. § 1962d-5b), provide, inter alia, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor (the "Local Sponsor") has entered into a written agreement to furnish its required cooperation for the project or separable element (the "Project Cooperation Agreement" or "PCA").

(h) Section 208 of WRDA 1986 (33 U.S.C. 2236) grants the consent of Congress to the levy of port or harbor dues upon vessels and cargo, and for emergency response services in the port, in conjunction with a harbor navigation project whose construction or a usable increment thereof is complete subject to the transmittal of a Notice of Intent and draft fee schedule concurrently to the District Engineer and the Assistant Secretary

of the Army for Civil Works, publication in the Federal Register, the conduct of a public hearing, solicitation of public comment, and transmittal of the final fee schedule concurrently to the District Engineer, the Assistant Secretary of the Army for Civil Works, and the Federal Maritime Commission.

(i) The District intends to serve as Non-Federal Sponsor and provide those items of local cooperation necessary for the Project, and to enter into formal written agreements with the United States Government (the "Government") under Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended.

(j) The District intends to discharge those responsibilities insofar as providing at least 30 percent of the required local contribution to the cost of construction of the general navigation features of the Project through the enactment of Ordinance No. 15 within the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

Section II. Humboldt Bay Harbor, Recreation and Conservation District

General Tariff No. 1  
Naming rates, charges, rules and regulations for port services performed at the Humboldt Bay Harbor, Recreation, and Conservation District Eureka, California

This document is a memorandum. It portrays the rules, regulations, charges and rates of the official tariff filed electronically effective , 1997 in the Federal Maritime Commission's Automated Tariff Filing and Information System. (Organization # , Tariff No. 1)

The only effective tariff is Humboldt Bay Harbor, Recreation, and Conservation District Tariff No. 1 that is electronically filed with the FMC ATFI system. In case of any difference in language or rate, Tariff No. 1, the tariff on file with the FMS ATFI system governs and takes precedence.

ISSUED: August 28, 1997

EFFECTIVE: September 28, 1997

CHECK SHEET

Page	Revision
Title	Original

GENERAL TARIFF NO. 1

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GENERAL TARIFF NO. 1

TARIFF SECTION NO. 1

STANDARD TERMS AND CONDITIONS

Item	Subject	Application
1	<b>District Boundaries and Jurisdiction</b>	<p>The Harbor District regulates all waterways, and ungranted tidelands and submerged lands within Humboldt Bay, pilotage and towage, and acts as Local Sponsor for Federal navigation projects within the District. The District regulates and controls the construction of wharves, docks, and improvements of all types contemplated on the waterways of the District, and the construction, maintenance and operation, or use of all wharves, warehouses, structures, improvements, or appliances, used in connection with, or for the accommodation or promotion of transportation or navigation on any improvement project of the Federal Government entering the District and on other navigable waterways, improved or unimproved, which lie within the District, and enforces police and sanitary regulations in connection therewith. (Harbors and Navigation Code, State of California)</p> <p>This tariff is issued under the exclusive jurisdiction of Section 208 of the Water Resources Development Act of 1986 (33 U.S.C. 2236) and the District hereby consents to the exclusive exercise of that jurisdiction as to those portions of the tariff implementation of a harbor usage fee under that section.</p>
2	<b>Usage, user defined</b>	<p>All persons, firms, corporations, or others desiring to use any of the premises and/or facilities of the Humboldt Bay Harbor, Recreation, and Conservation District, including the Humboldt Harbor and Bay 38 Foot Deep Draft Navigation Improvement Project (the "Project"), shall obtain permission from the Chief Executive Officer.</p>

No person, firm, corporation, or entity may use the facilities or services of the District without written permission of the District, and payment of fees, or a usage agreement with the District.

On application, and subject to availability of, and prior arrangement made, the Humboldt Bay Harbor, Recreation, and Conservation District at its option and convenience may grant the use of its premises, and such other facilities of the District, as it may designate to individual firms, corporations, and others, hereinafter referred to individually and collectively as "user" or "users", for those operations or use of the premises or facilities as it may designate.

The term "user" includes the master, owner, or operator of a vessel, or the shipper, consignor, consignee, terminal operator, rail, truck, or barge carrier having title to, or custody of cargo loaded or unloaded from a vessel entering or departing the District, or the assignee, or successor in interest of any user.

For the issuance of that permission the District will assess the users a harbor usage charge.

Any charges herein or hereafter otherwise provided in the tariff for wharfage, dockage, service and facilities, or for any other services or purposes assessed by the District, are in addition to the harbor usage charge.

The District and users may enter into a usage agreement with carriers, shippers, or other parties. Permission to use District premises and facilities may be revoked for violation of this tariff.

All users of the premises or facilities granted the use of the District are subject to all the terms and conditions of this tariff, and shall pay usage of the District at rates determined under Item 14.



The District reserves the right to amend or replace this tariff at any time. Users should inquire that the tariff on which they rely is the one currently in effect.

**3 Liability for fees**

Any person, firm, corporation, or any entity requesting the use of facilities or services from the District, or reflected in the vessel documentation, as the owner, operator, or agent, are jointly or severally liable in personam, and any such vessel is liable in rem, for harbor usage fees on vessels entering the District. The shipper, consignor, consignee, or terminal operator, having title to, or custody of, cargo loaded on board or discharged from a vessel within the District, are jointly and severally liable in personam, and any such cargo is liable in rem, for fees on cargo loaded on board or discharged from a vessel at a wharf, dock or terminal facility within the District.

**4 Consent to terms of tariff**

Use of the navigable waterways of the District, or improved or of tariff unimproved navigable waters, or premises or facilities of the District, by vessels or cargo, or for construction or operation of wharves, docks, or improvements of all types used in connection with, or for the accommodation or promotion of transportation or navigation, or the premises or facilities of the District constitutes implied consent to all of the terms and conditions of this tariff, and evidences an agreement on the part of any users of the premises or facilities of the District to pay all charges specified in this tariff and be governed by all rules, regulations, terms, conditions, and legal actions shown in this tariff.

Conditions for conducting any operation within the District, or use of the premises, facilities, or services of the District, are subject to specific authorization of the Chief Executive Officer, and may include provisions to protect public safety, security, environment, and health. Any person, corporation, firm or entity conducting any

operation within the District, or use of the premises, facilities, or services of the District shall fully comply with applicable provisions of Federal, State, or municipal law, and ordinances adopted by the District.

The District reserves the right, without responsibility for demurrage other charges, loss, or damage of any kind whatsoever, to deny the use of its facilities or services to any vessel or shipper.

**5 Application and interpretation of tariff**

Rates, rules, terms, conditions, and regulations, contained in this tariff apply equally to all users, vessels and cargo subject to this tariff on the effective date shown in this tariff and as amended.

This tariff is published and filed as required by law and is, therefore, notice that the rates, charges, rules, and regulations, and definitions apply to all users, vessels, and cargo, without specific notice, quotation, or arrangement.

The tariff is effective on or after the date as shown on each page.

Revised pages will be issued to cover changes in this tariff, however all rates and regulations in this tariff are subject to change without notice except as may be required by law. The Chief Executive Officer is the sole judge as to the interpretation of this tariff. Any decision of the Chief Executive Officer is binding upon all users and is final.

Any usage agreement, and the use of any facilities or premises, if any, described in any usage agreement between a user and the District are at all times subject to all provisions and conditions of this tariff.

The rates, rules, terms, conditions, and regulations named in this tariff apply independently of the provisions of any bill of lading, charter party, agreement, or contract of affreightment.

Requests or complaints should be directed to the Chief Executive Officer, Humboldt Bay Harbor, Recreation, and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030.

**6 Harbor usage fees**

Except as otherwise exempted herein, all users of waters, premises or facilities of the District as described in items 1-3 shall pay harbor usage fees as provided in this tariff to assist in defraying the cost of the required local contribution to Project construction cost under Section 208 of the Water Resources Development Act of 1986 (33 U.S.C. 2236), and the expense of providing emergency response services provided by the District or under mutual aid or mutual assistance agreements, administration, maintenance, promotion, and regulation, of the District, including the supervision of shipping and the District, policing the harbor, and the District's facilities.

For purposes of the levy of harbor usage fees, the Project is considered divisible into two usable increments or reaches corresponding to 1) the Bar and Entrance Channel, and 2) the North Bay and Samoa Channels. Upon completion of construction of the Bar and Entrance Channel, any person, vessel or cargo liable under Item 3 of this tariff, upon that vessel using any portion of the channel, is liable for the fee imposed under Item 14 of this tariff for use of that channel. Upon completion of construction of the North Bay and Samoa Channels, any person, vessel or cargo liable under Item 3, upon that vessel using any portion of the channels, is liable for the fee imposed under Item 14 of this tariff for use of those channels.

Harbor usage fees shall be paid by the operator of the vessel in addition to dockage, and collected by the wharf, dock or facility operator, or the vessel's agent, prior to departure and by the owner of cargo loaded or unloaded at a wharf, dock or facility collected by the operator of that wharf, dock, or facility in

addition to wharfage or other charges prior to release of the cargo to the consignee.

Vessels, wharves, docks, and facilities owned and operated by the Federal Government, a foreign country, a State, or a political subdivision of a country or State, unless engaged in commercial services, towing vessels, vessels engaged in dredging activities and vessels engaged in intraport movements are exempt from the vessel portion of the harbor usage fee described in Section 6. In addition vessels with design drafts of 20 feet or less are exempt from harbor usage fees.

**7 Payment of usage fees**

Harbor usage fees are due when accrued by the user and payable in cash in U.S. currency to the Chief Executive Officer of the District, or his authorized representative, unless the user has established creditworthiness to the District before using District facilities or services, or has posted adequate security for estimated fees acceptable to the District in advance. Fees that have not been paid within thirty (30) days of the date of assessment are subject to a finance charge of one and one half per cent (1-1/2%) per month. The District reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners or agents, or against cargo loaded or discharged by a vessel, whose credit has not been properly established or who has become delinquent.

Any pending or alleged claims against the District are not allowed as an offset against outstanding invoices or accrued fees until those claims have been legally established by a court of competent jurisdiction.

**8 Access to documentation**

The master of an arriving vessel, or the vessel's agent shall deliver to the Chief Executive Officer, or authorized representative, prior to loading or unloading cargo at a wharf, dock or facility within the District, and in no

event later than forty-eight hours after the vessel's arrival, a tonnage certificate and a cargo manifest for the vessel, showing names of shippers, or consignees, and the weights and measurements of any and all cargo loaded or discharged at a wharf, dock, or terminal within the District, or if in ballast a declaration to that effect in order that the proper usage fee may be assessed against the vessel. The master shall also provide the vessel's booking list, showing how much space or weight has been allocated to each shipper for each commodity prior to delivery of any inbound cargo to a wharf, dock, or terminal facility.

The master of a departing vessel, or the vessel's agent, shall also deliver to the Chief Executive Officer, prior to departure, the vessels' load lines certificate, and evidence certifying the vessel's sailing draft after loading and prior to departure.

The shipper, consignor, or terminal operator having title, or custody of, any cargo subject to usage fees shall deliver to the Chief Executive Officer appropriate documentation in the form of bills of lading, freight bills, export declarations, cargo lineups or lists specifying the supplier, marks, estimated volume or weight of each commodity for each vessel and discharge port before the delivery of any outbound cargo to be loaded or discharged in the District.

Failure to supply the necessary documentation makes the vessel owner, operator, or agent, or the shipper, consignor, or terminal operator liable for any damages, including actual attorneys fees, costs, and expenses, that the District sustains as a result of not receiving the required documentation. The Chief Executive Officer may assess a civil penalty not to exceed \$500 per day per instance against any vessel owner, operator, or agent, or shipper, consignor, or terminal operator for willful failure

to provide the necessary documentation required under the tariff.

**9 Security for  
payment of fees**

Under 33 U.S.C. 2236 (f) user charges levied under this tariff are secured by maritime lien against the vessel or cargo which may be enforced in personam against a responsible party, or in rem against the vessel or cargo subject to levy in United States District Court.

Under 33 U.S.C. 2236(e) non-payment of user charges may result in the Secretary of the Treasury denying clearance to a vessel under 46 App.U.S.C. 91, assessing a civil penalty against a responsible person, vessel, or cargo, or seizure or forfeiture of the vessel or cargo under 19 App. U.S.C. 1202 et seq.

**10 Late charges**

If any user fees due from users are not received by the District when due, users shall pay to the District, in addition to any interest otherwise payable under this tariff or the applicable usage agreement, an additional sum of five per cent (5%) of the overdue fees as a late charge.

**11 Records and  
accounts**

Users shall maintain locally a system of accounts and records satisfactory to the Chief Executive Officer, including copies of vessel tonnage certificates, cargo manifests, export declarations, and other documentation covering all vessel calls, and import and export cargo movement and transactions and operations conducted under the tariff or agreement, which shall be preserved during the life of the agreement and for three years thereafter, or for five years in the absence of an agreement. The accounts and records shall be open and available at all reasonable times for examination, audit, and transcription therefrom by District representatives.

**12 Collection and  
enforcement**

In the event of any legal proceeding to collect any charges or enforce any provision of this tariff from any person or against any vessel or cargo, the District may recover its expenses incurred in any such proceeding including actual

attorneys fees, litigation expenses and costs (including any bond), including any appeal.

The District may sell, at public or private sale, vessels or cargo on which the owner fails or refuses to pay usage charges. The proceeds of sale are intended to satisfy those charges plus the costs and expenses of sale, including actual attorneys fees. Cargo of a perishable nature, or of a nature likely to damage other cargo or property may be sold at public or private sale without advertising.

**13 Liability,  
indemnity**

Every person, corporation, firm, or entity using the facilities, premises, or services of the District shall indemnify, and save and hold harmless the District, its Commissioners, officers, employees, agents, and consultants, from and against any all claims, damages, losses, and expenses, including the duty to defend and respond in damages, and including actual attorney's fees, costs, and expenses, for injury to, or death of any person, employee, passenger, agent, licensee, invitee, or for damage to any property, including loss of use thereof, arising out of, or in any manner connected with the person's, corporation's, firm's, or entity's actions, omissions, or failures, including the acts, omissions, or failures of their employees, agents, or any other person acting for them or on their behalf.

The District is not liable for any damage to, or loss, of freight, or vessel delay, or demurrage, in the use of the premises, facilities, or services of the District.

Nothing in this tariff is intended, nor may be construed to relieve any liability as to any person, corporation, firm, or entity using the facilities, premises, or services of the District, or concerning any third person not a user under this tariff, that may arise under CERCLA, or under any other provision of Federal or State law. In bearing any cost, conducting any investigation, or performing any

cleanup and response as directed by the Government under the Project Cooperation Agreement ("PCA") to enable the construction, operation and maintenance of the Project under that Agreement, or the conduct of berth dredging under that Agreement and as required under the PCA, the District disclaims any liability under CERCLA, or under any other provision of Federal or State law, for the presence, release, threatened release, or response to release or threatened release, or for the generation, transportation, storage, or disposal of contaminated material, and reserves the right to recover the cost of any investigations, and any amounts expended for cleanup and response from potentially responsible parties.

**TARIFF SECTION NO. 2**

**HARBOR RULES AND REGULATIONS**

Reserved

**TARIFF SECTION NO. 3**

**PILOTAGE AND TOWAGE REGULATION**

Reserved

**TARIFF SECTION NO. 4**

**HARBOR POLICE, FIRE PROTECTION, OIL SPILL RESPONSE,  
SANITARY AND OTHER SERVICES**

Reserved



**TARIFF SECTION NO. 5**

**PERMITS AND FACILITIES  
RULES, REGULATIONS AND RATES**

Reserved

**TARIFF SECTION NO. 6**

**MISCELLANEOUS SERVICES  
RATES AND CONDITIONS**

Item	Subject	Rates and Conditions
14	Harbor Usage	<p>a. Vessels - five dollars (\$5.00) per foot of draft based fees upon reported sailing draft at time of departure for any vessel using any portion of the Bar and Entrance Channel, and an additional five dollars (\$5.00) per foot of draft based upon reported sailing draft for any vessel using any portion of the North Bay and Samoa Channels.</p> <p>b. Cargo - seven and one-half cents (\$0.075) per short ton or eight and two hundred sixty five thousandths cents (\$0.08265) per metric ton for any cargo on board a vessel using any portion of the Bar and Entrance Channel, and an additional seven and one-half cents (\$0.075) per short ton or eight and two hundred sixty five thousandths cents (\$0.08265) per metric ton for any cargo on board a vessel using any portion of the North Bay and Samoa Channels.</p>

**Section III. Severability**

If any part of this Ordinance is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Ordinance is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid application.

**Section IV. Special procedures prior to adoption of ordinance**

The Chief Executive Officer shall publish the full text of the proposed Ordinance, and transmit a Notice of Intent and

draft harbor usage fee schedule concurrently to the District Engineer along with the approved Draft Project Cooperation Agreement and Financial Plan, and to the Assistant Secretary of the Army for Civil Works for publication in the Federal Register, sets August 14, 1997 as the date for the public hearing on this Ordinance and proposed harbor usage fee, and upon completion of the public hearing directs the transmittal of the final fee schedule concurrently to the District Engineer, the Assistant Secretary of the Army for Civil Works, and to the Federal Maritime Commission in the form of the adopted General Tariff No. 1 through electronic tariff filing.

**Section V. Scheduling of public hearing on proposed harbor usage fee**

Under 33 U.S.C. 2236(a)(5) a public hearing on the proposed harbor usage fee is scheduled for Thursday, August 14, 1997 commencing at 7:00 p.m. in the conference room of the Humboldt Bay Harbor, Recreation, and Conservation District, Samoa-Woodley Island Marina, Eureka, CA 95502-1030

**Section VI. Designation of official and setting deadline for receipt of comments concerning proposed harbor usage fee**

Under 33 U.S.C. 2236(a)(6) public comments concerning the proposed harbor usage fee should be directed in writing to the Chief Executive Officer, Humboldt Bay Harbor, Recreation, and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030. Tel. (707) 443-0801. The public comment period will close upon the close of business at 4:00 p.m., August 28, 1997. Written comments must be received by the District on or before that date in order to be considered by the Commission prior to taking final action on the proposed harbor usage fee.

**Section VII. Effective date**

This Ordinance is effective thirty days following final adoption by the Board of Commissioners.

**Section VIII. Humboldt Bay Harbor, Recreation and Conservation District Tariff Advisory Committee**

(a) There is established a Humboldt Bay Harbor, Recreation and Conservation District Tariff Advisory Committee.

(b) The Members of the Committee shall consist of seven members appointed by the President of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District from among residents of the District with demonstrated expertise in international trade, shipping, commerce and maritime affairs. The

President shall likewise appoint two commissioners to serve as ex officio members of the Advisory Committee. The members of the Committee may elect the Committee Chairperson. Each member shall serve on the committee for a term of two years subject to reappointment by the Board President. Initial appointments would be as follows: Three (3) appointments for 1-year terms and four (4) appointments for 2-year terms, thereby staggering the length of the appointments. No member may serve on the committee for more than two consecutive terms.

(c) The Committee shall advise, and make recommendations to, the President and Board of Commissioners concerning any matter referred to the Committee by the Board within the jurisdiction of the Harbor District tariff adopted by the Commission by Ordinance, including harbor usage fee and tariff rate setting but excluding review of lease agreements or other agreements subject to approval by the Board, modification to accommodate future navigation projects, amendment or termination after payment in full of all outstanding indebtedness, and release of all encumbrances, associated with harbor improvements for which receipts from fee assessment and collection are used to pay debt service or otherwise used to satisfy those financial obligations.

(d) The Committee shall adopt rules of procedure, and maintain books and records, consistent with Commission rules and shall file no later than March 31st of each year an annual report of the Committee's activities for submission to the Board.

(e) Members of the Committee serve without compensation.

THIS ORDINANCE PASSED AND ADOPTED THIS 28th DAY OF August 1997, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES: COMMISSIONER SMITH, COMMISSIONER CURLESS, COMMISSIONER FRITZSCHE, COMMISSIONER HUNTER

NOES:

ABSENT: COMMISSIONER OLLIVIER



Dennis G. Hunter, President  
Board of Commissioners

ATTEST:



Ronald Fritzsche, Secretary  
Board of Commissioners

CERTIFICATE OF SECRETARY

The, undersigned, duly qualified and acting Secretary of the Humboldt Bay Harbor, Recreation, and Conservation District, does hereby certify: That the attached Ordinance is a true and correct copy of Ordinance No. 15, entitled: Ordinance No. 15 enacting General Tariff No. 1, establishing rules, regulations, charges, and fees, including harbor usage fees on vessels and cargo in connection with the Humboldt Harbor and Bay 38 Foot Deep Draft Navigation Improvement Project ( the "Project") within the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District (the "Ordinance") adopted at a legally convened meeting of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District, duly held on the 28th day of August, 1997; and further that such Resolution has, been fully recorded in the Journal of Proceedings in my office and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of August, 1997.



Ronald Fritzsche, Secretary  
Board of Commissioners