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

DATE: **June 10, 2021**

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

PLACE: Join Zoom Meeting
https://us02web.zoom.us/j/3432860852

Meeting ID: 343 286 0852
One tap mobile
(669) 900-9128, 343 286 0852# US

Consistent with Executive Orders N-25-20 and N-29-20, the Board of Commissioners meeting location will not be physically open to the public. Members of the public may observe and participate in the meeting via Zoom or teleconference using the information set forth above.

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

2. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners.

3. Move to Closed Session

a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000,California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

c) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One case. Facts and circumstances involve the threat of litigation arising from the Humboldt Bay Intertidal Mariculture Pre-Permitting Project.

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. Callers can "raise their hand" by pressing *9 and unmute themselves by pressing *6.*

8. Consent Calendar

- **a)** Consideration of Accepting Permit Application 2021-03 for Filing: Arcata/Samoa Beach Fiber Project
- **b)** Adopt Minutes for May 13, 2021 Regular Board Meeting
- **c)** Receive District Financial Reports for April 2021
- **d)** Charter Agreement Renewal for Patrick Burns dba Comet Fisheries/North Coast River Adventures to operate a Charter Service at Woodley Island Marina
- **e)** New Permit Proposal and Agreement for Tod Reincke dba Reincke Marine Fabrication to operate a Bed and Breakfast at Woodley Island Marina

9. Communications, Reports and Correspondence Received

- **a)** Executive Director's Report
- **b)** Staff Reports
- **c)** District Counsel and District Treasurer Reports
- **d)** Commissioner and Committee Reports
- **e)** Correspondence Received

10. Unfinished Business

a) Preliminary Budget Adoption for Fiscal Year 2021-2022

Recommendation: It is recommended that the Board:
1) Adopt the Preliminary Budget for FY 2021-2022
2) Review Budget Process and Policies
3) Review Preliminary Cash Flow Analysis

Summary: The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1st.

b) Preliminary Cost Estimates for Conceptual Master Plan for Development of a New Multipurpose Terminal to Support the Emerging West Coast Offshore Wind Industry; Request Financial Assistance from The Board of Supervisors; and Amend Contract to Prepare Grant Application

Recommendation: Staff recommends that the Board: 1) Receive a presentation from Staff, 2) Amend contract with Moffit & Nicol to prepare a grant application, and review staffing/consultant requirements for this large project.

Summary: Since the Board's last meeting, Governor Newsom announced $11 million to the Port of Humboldt Bay to be utilized as matching funds for a $56 million Port Infrastructure Development Grant, which is due on July 30th. An additional $800,000 was budgeted by the Governor to specifically look at alternatives, such as battery storage and hydrogen conversion, to reduce the requirement to expanded transmission lines out of Humboldt County. Several million dollars of funding was also provided to the Coastal Commission, Fish and Wildlife and other State Agencies to begin the CEQA process and analyze potential impacts to tribal, wildlife, commercial fishing, navigation, and other impact for the portion of the offshore wind project that will take place within the States submerged and tidal trust lands which include Humboldt Bay.

11. New Business

a) Employment Contract for Executive Director

Summary: The Board of Commissioners has been evaluating the job performance of the Executive Director and asked that his employment contract be placed on the agenda.

b) Award a Contract to Remove Hazardous Materials from Redwood Marine Terminal II

Recommendation: Staff recommends the Board: Award a contract with Clean Earth in the amount of $18,064.20 to remove approximately 810 gallons and 7,250 pounds of regulated waste from Redwood Marine Terminal II.

Summary: Through the acquisition of the former Samoa pulp mill, the District acquired a variety of maintenance materials and chemicals used in the daily operation of the pulp

mill. While many of these items have been used, recycled, or taken to the local Hazardous Waste Facility there is a remaining inventory which is regulated waste and must be handled and disposed by a qualified contractor.

12. Future Agenda Items

a) Bar Pilot Recruitment
b) Green Diamond Shared Services Agreement
c) Coast Guard Utilities Contract

13. Adjournment

COMMISSIONERS
1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

STAFF REPORT – HARBOR DISTRICT MEETING

June 10, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

TITLE: **Consideration of Accepting Permit Application 2021-03 for Filing: Arcata/Samoa Beach Fiber Project.**

RECOMMENDATION: Staff recommends the Board: Accept Permit Application 2021-03 for filing.

SUMMARY: Vero Fiber Networks, LLC submitted Permit Application 2021-03 on May 25, 2021 proposing to install conduit in approximately 9 miles of public right-of-way along the Pacific Coast in the Arcata area in Humboldt County. The Humboldt Bay Harbor Recreation and Conservation District's jurisdiction along the project is a section along State Route 255 that crosses Mad River Slough covering approximately 800 linear feet where 4 manholes will be placed. The minimum bore depth for the conduit is 15 feet below the existing grade of the slough; each manhole is set back between 60 and 230 feet from the top of the bank.

DISCUSSION: After the permit application is accepted for filing, District staff will facilitate a 30-day public review of the proposed project. The project has already received approval from the Coastal Commission and is ready to proceed once the Harbor District has completed its review. As part of the Coastal Commission permit. Specific conditions were placed on the Mad River Slough crossing. Staff is closely reviewing the Coastal Commission conditions and potential issues associated with the project.

ATTACHMENTS:

A. Permit Application 2021-03
B. Technical drawing of Mad River Slough Crossing

AVAILABLE AT www.humboldtbay.org:

1. Site Photographs of the Mad River Slough

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

P.O. BOX 1030
Eureka, California 95502
phone (707) 443-0801
fax (707) 443-0800

PERMIT APPLICATION

Date Filed_____

General Information	For District Use
1.) Name, Address, phone # and email of Developer, Project Sponsor and Legal Owner Vero Fiber Networks Nathan McGinn, SVP P.O. Box 1110, Boulder, CO 80306 303-350-4060 Ext 103 nmcginn@veronetworks.com	A. Application No. 2021-03 Application Type: Franchise ☐ Permit ☐ Lease ☐
2.) Address of Project and Assessor's block, lot and Parcel Number SR 255 (Project located in Caltrans ROW)	B. Date Received by Harbor District 05/25/2021
	C. Date Accepted for filing by Commission
3.) Contact person Name, Address, phone # Julia Harberson CSW|ST2 45 Leveroni Court, Novato, CA 94949 415-599-9564 juliah@cswst2.com	D. Date of Public Notice
	E. Date of Environmental Compliance
4.) Attach list of names and addresses of all adjoining property owners	F. Date of Public Notice
	G. Date of Public Hearings
5.) List and describe any other related Project Permits & Other Public Approvals required, including those required by City, Regional, State & Federal Agencies. Coastal Development Permit, Caltrans Encroachment Permit, Humboldt County Encroachment Permit, City of Arcata Encroachment Permit, CDFW	H. Date of Commission Action Approval: _____ Conditional _____ Disapproval _____
	I. Expiration Date
6.) Public Right of Way Caltrans, Humboldt County, City of Arcata	Comments
7.) Proposed Site Use (Project Title) Arcata/Samoa Beach Fiber Project – FH1/FH2	Describe in detail the proposed project:

Describe proposed project

Vero Fiber Networks, LLC (California Public Utilities Commission Certificate of Public Convenience and Necessity #U7344C) proposes to install conduit in approximately 9 miles of public right-of-way along the Pacific Coast in the Arcata area in Humboldt County. The Arcata Samoa Beach Fiber Project (Project) follows the Samoa Peninsula north to Arcata. The entire Project will be constructed underground using trenchless methods, such as the horizontal direction drilling (HDD) construction method.

The Project consists of two parallel bore paths, referenced as FH1 and FH2, following either side of State Route (SR) 255. Each bore path extends about 9 miles north, following SR 255, curving east around Humboldt Bay and into Arcata, where it follows approximately 1.1 miles of city streets to connect to an existing facility. The Project would be entirely bored, including under bridges and under water bodies.

Areas of Disturbance: The Project would include installation of approximately 9 linear miles of underground parallel conduit (i.e., about 18 total miles of conduit) and up to 188 manholes and 32 handholes. Permanent disturbance includes the underground conduit and the manholes and handholes. Temporary disturbance resulting from construction (equipment staging/laydown) is expected to be limited to a 25-foot-wide corridor along the Project.

The parallel alignments of FH1 and FH2 will cross the Mad River Slough via horizontal directional drilling. FH1 consists of a 6” conduit, and FH2 consists of an 8” conduit. Each alignment will be bored approximately 800 linear feet between manholes beneath the Man River Slough. A total of four (4) manholes will be placed on either side of the Mad River Slough (two for FH1 and 2 for FH 2). The minimum bore depth for the conduit is 15 feet below the existing grade of the slough. Each manhole is set back between 60 feet and 230 feet from the top of bank. Note the project will be boring beneath potential areas of eelgrass, but no work will occur within the area of eelgrass.

Both conduits would be constructed using the HDD construction method. HDD is a steerable, trenchless method of installing underground conduits along a prescribed bore path by using a surface drilling rig. HDD causes minimal impacts; ground disturbance occurs only at each entry/exit point, or “bore pit.” HDD can avoid surface disruption by going beneath roadways, waterways, or environmentally sensitive areas.

The HDD process involves drilling a hole with guidance equipment and continuous drill bit position monitoring. Once drilling is complete, the conduit is pulled through the bore hole and spliced together through manhole/handhole locations. HDD uses a clay/water mixture that is pumped down the drill stem to lubricate the drill head and drill pipe, maintain the bore hole opening, and remove bore cuttings.

PRE-PROJECT EELGRASS CHECKLIST

Please complete the Eelgrass Pre-project Checklist below. Note that the checklist questions relate to the Area of Potential Effect (APE) associated with your project, which incorporates a surrounding buffer inclusive of the limits of potential construction and/or maintenance-related activities that could affect eelgrass habitat. Provide a copy of the completed questionnaire along with your permit application and a map depicting the proposed project location, potential eelgrass depth range-10 to +4 feet, and benchmark eelgrass distribution in the vicinity of the proposed project. Maps should be of an appropriate scale to clearly depict the preliminary/proposed APE boundary in relation to both existing and potential eelgrass resources as provided in the Humboldt Bay Eelgrass Comprehensive Management Plan and associated webpage (humboldtbay.org/eelgrass-management-plan). Here you'll find information and links including eelgrass information for permit applicants, a baseline eelgrass distribution map, and the Humboldt Bay Eelgrass Comprehensive Management Plan. Contact the Harbor District office with questions (443-0801).

For New Projects:

		YES	NO
a)	Is the project located within 100 feet of previously mapped (known) eelgrass habitat?		**X**
b)	Will any construction or new operational traffic occur within the vicinity of existing eelgrass?		**X**
c)	Is any portion of the project located in an area with depths ranging from -10 to +4 feet?		**X**
d)	Does the project result in new cover, shading or other form of light reduction of open water areas ranging in depth from -10 to +4 feet?		**X**
e)	Is the project anticipated to affect wind or tidal circulation patterns within the bay?		**X**
f)	Could the project affect ambient water temperature or clarity or result in new effluent (including stormwater) discharge point?		**X**
g)	Does the project result in any placement of fill, including shoreline armor?		**X**
h)	Is the project anticipated to lead to an increase in boat traffic that could affect nearby eelgrass habitat through grounding, prop scarring, wake, or shading impacts?		**X**

For Maintenance/Repair Projects and Construction Activities:

		YES	NO
i)	Is project construction likely to increase turbidity? To what extent and for what duration?		***X***
j)	Will construction require the use of a barge or other vessel that may temporarily impact the bay floor (e.g. spud poles, anchoring, prop scarring, etc.) within known eelgrass habitat or within depths ranging from -10 to +4 feet?		***X***
k)	Will construction require the use of turbidity curtains in proximity to eelgrass habitat?		***X***
l)	Will project construction result in temporary shading from moored/anchored working vessel(s)?		***X***

If you responded yes to any of the questions above, your project may have the potential to affect eelgrass habitat and you'll need to conduct a preliminary eelgrass survey. Please refer to the District's Eelgrass Management Plan webpage for further guidance and a list of local agency contacts should you have additional questions.

Answer all questions completely on a separate page. If the question does not apply to your project, so indicate by marking N.A. Contact Harbor District Office with questions.

PROJECT DESCRIPTION

8. Site Size: **Mad River Slough Crossing length is approximately 800 linear foot parallel alignment of FH1 and FH2 on either side of SR 255.**
9. Square Footage: **n/a**
10. Number of floors of construction: **n/a**
11. Amount of off-street parking provided: **n/a**
12. Attach plans: **See attached Arcata/Samoa Beach Fiber Project Plans**
13. Proposed scheduling: **September 2021 (FH1) & December 2021 (FH2)**
14. Associated projects: **The Arcata/Samoa Beach Fiber Project – FH1/FH2 will connect the subsea cable Landing Station located at Samoa Beach with a new Data Center (under construction) in the City of Arcata.**
15. Anticipated incremental development: **n/a**
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: **n/a**
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities: **n/a**
18. If industrial, indicate type, estimated per shift employment & loading facilities.: **n/a**
19. If institutional, indicate the major function, estimated per shift employment, occupancy, loading facilities, and community benefits derived from the project.: **n/a**
20. If the project involves a variance, conditional use or recognizing application, state this and indicate clearly why the application is required. **n/a**

Are the following items applicable to the project or its effects? Answer yes or no. Discuss all items answered yes.

21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.: **No**
22. Change in scenic views or vistas from existing residential areas or public lands or roads.: **No**
23. Change in pattern, scale or character of general area of project.: **No**
24. Significant amounts of solid waste or litter.: **No**
25. Change in dust, ash, smoke, fumes or odors in vicinity.: **No**
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.: **No**

27. Substantial change in existing noise or vibration levels in the vicinity.
    A. During Construction: **No, construction equipment generates similar decibels to existing traffic.**
    B. During Project Utilization: **No**

28. Site on filled land or on slope of 10% or more. **No**

29. Use of disposal or potentially hazardous materials, such as toxic substances, flammable or explosives.

The project construction methods and equipment utilized will not utilize hazardous materials. Additionally, a debris disposal plan has been developed in accordance with the California Coastal Commission Coastal Development Permit for the project which requires testing of soil at the Sierra Pacific Saw Mill near the Mad River Slough. Should any hazardous materials be encountered, they will be transported and disposed of at an approved disposal facility.

30. Substantial change in municipal services demand (police, fire, water, sewage, etc.): **No**

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.): **No**

32. Relationship to larger project or series of projects: **The Arcata/Samoa Beach Fiber Project – FH1/FH2 will connect the subsea cable Landing Station located at Samoa Beach with a new Data Center (under construction) in the City of Arcata.**

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site. Photos will be accepted.

The Arcata/Samoa Beach Fiber Project – FH1/FH2 is located along SR 255. The alignment is paved the full 9 mile length of the project, except at the Mad River Slough where a bridge is utilized to span the crossing. The existing slough, which is the subject of this application, support a variety of saltwater and anadromous fish species. The banks of the Mad River Slough is dominated by emergent estuarine plant species such as common pickleweed, seaside arrowgrass, seablite, and cordgrass.

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.) intensity of land use (one-family, apartment houses, shops, department stores, etc.) and the scale of development (height, frontage, set-back, rear yard, etc.) Attach photographs of the vicinity. Photos accepted.

The Arcata/Samoa Beach Fiber Project – FH1/FH2 at the Mad River Slough crossing is surrounded to the south west by marsh land, to the northeast and

south east by agricultural land and to the northwest by the now closed Sierra Pacific Saw Mill. See attached site photos.

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

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

The proposed project, specifically FH2, will improve broadband access to the marginalized community of Manila, and the project as a whole will improve broadband access to all of Humboldt County.

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

Vero Fiber Networks is not a privately owned utility. The California Public Utility Commission (CPUC) issued Vero a Certificate of Public Convenience and Necessity (U7351C) to provide resold full facilities-based local exchange and interexchange telecommunications services in California. As such, the project alignment is permitted in the public right of way of SR 255. Additionally, the proposed alignment represents the least impactful route for both biological and cultural resources given the location of primarily under the already developed roadway. The Mad River Slough crossing represents the most direct path to reduce the distance covered not located under pavement. Furthermore, Caltrans will not permit the project to attach to the existing bridge.

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37. Financial statement:
    A. Estimated project cost: **Estimated Mad River Slough Crossing cost = $159,980.**
    B. How will the project be financed? **Privately**

38. Describe fully directions necessary to arrive at project site: **The site is located on State Route 255 at the Mad River Slough.**

39. The Applicant agrees to as a condition of the permit being issued, to indemnify and hold harmless the Humboldt Bay, Harbor Recreation and Conservation District from any and all claims, demands, or liabilities for attorneys' fees obtained from or against demands for attorney's fees, costs of suit, and costs of administrative records made against District by any and all third parties as a result of third party environmental actions against District arising out of the subject matter of this application and permit, including, but not limited to, attorney's fees, costs of suit, and costs of administrative records obtained by or awarded to third parties pursuant to the California Code of Civil Procedure Section 1021.5 or any other applicable local, state, or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims for attorneys' fees and costs of administrative records in connection with the subject matter of this application and permit

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NOTE

The District hereby advises the Applicant that, under California Public Resources Code (PRC) Section 21089, the District when a lead agency under the California Environmental Quality Act (CEQA) of 1970, as amended, pertaining to an Environmental Impact Report (EIR) or a Negative Declaration (MND/ND) may charge and collect from the Applicant a reasonable fee in order to recover the estimated costs incurred by the District in preparing an EIR or MND/ND for the project and the procedures necessary for PRC compliance on the Applicants project.

In the event your project contains an analysis of issues pertaining to CEQA, for which District staff is not competent to independently review, or District requires the same in preparation of an EIR or MND/ND for the project, the District may retain a reviewing consultant to evaluate the content of the Administrative-Draft EIR and Final EIR or MND/ND with respect to these issues. The cost of such reviewing consultant services shall be borne by the Applicant.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. And I agree to indemnify the District as described in part 39 of this application.

Dated:_____ _____

For_____

VERO
Fiber Networks

ARCATA/SAMOA BEACH FIBER PROJECT
STA: 270+00 TO STA: 282+00
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
MAY 2021

CONTACT LIST:

VERO FIBER NETWORKS (OWNER)

NATHAN MCGINN
SVP OPERATIONS
P.O. BOX 1110
BOULDER, COLORADO 80302
OFFICE: (303) 350-4060
CELL: (303)475-6159
FAX:
EMAIL: nmcginn@veronanetworks.com

LIGHTWAVE CONSTRUCTION (CONSTRUCTION CONTRACTOR)

STEPPEN BEECHER
OWNER
5499 DAISY DR.
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CELL: (916) 515-7968
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CSW|STUBER-STROEH ENGINEERING GROUP, INC.
(ENGINEERING CONSULTANT)

JULIA HARBERSON
ENGINEERING CONSULTANT
45 LEVERONI CT
NOVATO, CA 94949
OFFICE: (415) 883-9850
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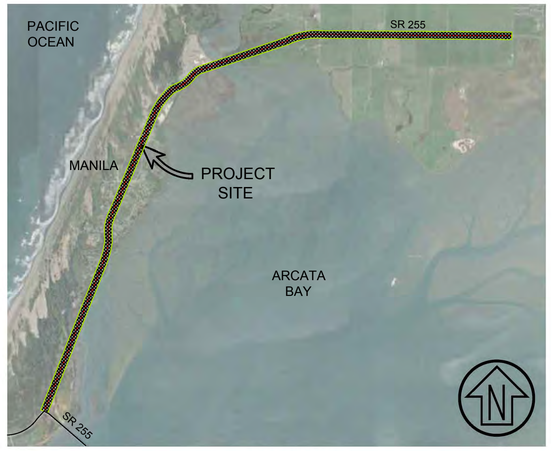
EMAIL: juliah@cswst2.com

OVERALL LOCATION MAP

OVERALL LOCATION MAP
SCALE: NTS

LOCATION MAP



LOCATION MAP
SCALE: NTS

SHEET INDEX

GENERAL	
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G-003	NOTES, LEGENDS AND QUANTITIES
CIVIL IMPROVEMENTS	
C-100	CONDUIT LAYOUT PLAN & PROFILE - STA: 270+00 TO STA: 282+00

Rev	Date	Description	Designed	Drawn	Checked
-	05/25/21	SUBMITTAL	JAH	FAV	JAH

VERO
Fiber Networks

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9835
http://www.cswst2.com
© 2019

City
County: Humboldt
State: California

ARCATA-SAMOA BEACH FIBER

COVERSHEET

VERO FIBER NETWORKS

Prepared Under the Direction of:

Sheet: G-001
Scale:
Date: 05/25/21
Project Number: 1910140
Plan File: D-XXXX-

Rev	Date	Description	Designed	Drawn	Checked
-	05/25/21	SUBMITTAL	JAH	FAV	JAH

VERO Fiber Networks

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9835
http://www.cswst2.com
© 2019

City
County: Humboldt
State: California

ARCATA-SAMOA BEACH FIBER

SHEET KEY MAP

VERO FIBER NETWORKS

Prepared Under the Direction of:

Sheet
G-002

Scale:	1" = 1000'
Date:	05/25/21
Project Number:	1910140
Plan File:	D-XXXX-

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS AND DETAILS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL AND REGULATORY AGENCIES INCLUDING, BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
3. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. SOME EXISTING UTILITIES MAY NOT BE DEPICTED ON THIS PLAN. USA & POTHOLE TO DETERMINE.
4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONSTRUCTION AS-BUILT DRAWINGS AND PRESENT A COMPLETE SET OF DRAWINGS TO VERO FIBER NETWORKS WITHIN 7 DAYS OF WORK COMPLETION.
5. APPROXIMATE LOCATIONS OF MANHOLES AND HANDHOLE'S ARE SHOWN ON THE PLANS. EXACT FINAL LOCATION OF MANHOLES AND HANDHOLES SHALL BE DETERMINED IN THE FIELD AFTER ALL EXISTING UTILITIES IN THE AREA OF WORK HAVE BEEN LOCATED. COORDINATE FINAL LOCATIONS WITH VERO FIBER NETWORKS.

CONSTRUCTION NOTES

1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
2. PEDESTRIAN TRAFFIC MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY BE RELOCATED ONTO PRIVATE PROPERTY WITH OWNERS PERMISSION ONLY.
3. NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED UNLESS IT IS ALLOWED BY LOCAL JURISDICTION IN WRITING.
4. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE DURING NON-WORKING PERIODS UNLESS IT IS ALLOWED BY LOCAL JURISDICTION IN WRITING.
5. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON SIDEWALK UNLESS IT IS ALLOWED BY LOCAL JURISDICTION IN WRITING.
6. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY WHENEVER POSSIBLE. ALL SPILLED MATERIAL IS TO BE REMOVED TO AVOID SLIPPERY CONDITIONS.
7. EXISTING SIGNS, DELINEATIONS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ETC. THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION.
8. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION. CALL UNDERGROUND SERVICE ALERT (CALIFORNIA, 1-800-227-2600) AT LEAST 48 HRS PRIOR TO START OF CONSTRUCTION ACTIVITIES.
9. CONTRACTOR SHALL HAND DIG AND USE EXTREME CARE WHEN WORKING IN CLOSE PROXIMITY TO EXISTING UTILITIES. CONTRACTOR MUST POTHOLE & EXPOSE EXISTING UTILITIES WHEN NEW CONSTRUCTION CROSSES IT.
10. TRAFFIC SIGNAL DETECTOR LOOP CIRCUITS ARE NOT SHOWN. CONTRACTOR SHALL LOCATE ALL TRAFFIC SIGNAL DETECTOR LOOP CIRCUITS PRIOR TO ANY TRENCHING OR BORING. ALL TRAFFIC LOOP DETECTOR CIRCUITS SHALL BE MAINTAINED AND PROTECTED. NOTIFY TRAFFIC DEPARTMENT 48 HOURS PRIOR TO ANY WORK IN THESE AREAS.
11. THE REMOVAL, STORAGE, AND REPLACEMENT OF ALL SHRUBBERY WILL BE THE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR (SUPERVISED BY LIGHTWAVE).
12. CONTRACTOR IS RESPONSIBLE TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION INSPECTORS AT LEAST 72 HOURS BEFORE STARTING WORK. ALL WORK SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS.
13. BORING PITS: EXCAVATION AND RESTORATION OF BORING PITS SHALL BE IN ACCORDANCE WITH THE CALTRANS STANDARDS FOR UTILITY EXCAVATIONS AND LOCATED TO THE SATISFACTION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ENGINEER & VERO FIBER NETWORKS. ALL WORK SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS.
14. DEPTHS OF EXISTING UTILITIES NOT REQUIRED OR AVAILABLE. EXISTING UTILITY LINES SHOWN IN PROFILES INDICATE APPROXIMATE UTILITY LOCATION ALONG THE DUCT. THE CONTRACTOR SHALL POTHOLE TO CONFIRM EACH DEPTH.

SAFETY

1. THE CONTRACTOR IS RESPONSIBLE FOR JOB-SITE SAFETY AND SHALL BE RESPONSIBLE FOR ALL LIABILITY IMPOSED BY LAW FOR PERSONAL INJURY OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF THE WORK PERFORMED UNDER THE ENCROACHMENT PERMIT, OR WHICH MAY ARISE OUT OF THE SAFETY FAILURE ON THE PART OF THE PERMITTEE TO PERFORM HIS OBLIGATIONS UNDER THIS PERMIT IN RESPECT TO MAINTENANCE OF THE ENCROACHMENT.
2. ALL TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT CALIFORNIA DEPARTMENT OF TRANSPORTATION ("MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONE") ("MANUAL OF WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS").
3. ALL EXCAVATIONS SHALL CONFORM TO THE REQUIREMENTS OF THE STATE OF CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH. THE PERMITTEE MAY BE REQUIRED TO OBTAIN A "PERMIT TO EXCAVATE" FROM THE DIVISION OF INDUSTRIAL SAFETY, DEPARTMENT OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
4. CONTRACTOR SHALL FURNISH AND MAINTAIN ALL DEVICES FOR PEDESTRIAN AND VEHICULAR TRAFFIC SAFETY. UNSAFE CONDITIONS MAY BE CORRECTED BY CALTRANS PERSONNEL (OR AGENTS THEREOF) AND THE PERMITTEE WILL BE BILLED FOR ALL EXPENSES INCURRED, OR COSTS SHALL BE RECOVERED FROM CASH DEPOSITS HELD FOR SUCH PURPOSES.

ADDITIONAL NOTES:

1. ALL WETLANDS SHALL BE IDENTIFIED IN THE FIELD BY A BIOLOGIST PRIOR TO PERFORMING ANY ADJACENT EXCAVATION. INSTALL HIGH VISIBILITY CONSTRUCTION FENCING AROUND IDENTIFIED WETLANDS PRIOR TO COMMENCEMENT OF EXCAVATION.
2. IMPLEMENT ALL AVOIDANCE AND MINIMIZATION MEASURES (AMMS) AND BEST MANAGEMENT PRACTICES AS OUTLINED IN THE BIOLOGICAL ASSESSMENT.
3. EDGE OF TRAVEL WAY (ETW) STRIPING DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTRIPED PER CALTRANS STANDARD PLANS DETAIL 27B.
4. CONTRACTOR SHALL INSTALL HIGH VOLTAGE WARNING INDICATORS, DETAIL AND INTERVAL PER CALTRANS.
5. ALL EXISTING UTILITIES AND HIGHWAY FEATURES MUST BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION. IF DAMAGE OCCURS FEATURES MUST BE RECONSTRUCTED TO THE SATISFACTION OF CALTRANS.
6. IF BORE PITS LEFT OPEN, STAMPED CALCULATIONS FOR STEEL PLATING MUST BE SUBMITTED AND APPROVED BY CALTRANS.
7. CONTRACTOR SHALL MONITOR FOR SETTLEMENT ALONG THE FH1 ALIGNMENT. IF SETTLEMENT OCCURS, CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATION.
8. AS-BUILT LOCATION DATA IS TO BE SUBMITTED TO THE CALTRANS DISTRICT PERMIT ENGINEER BEFORE THE CLOSE OF THE PERMIT. THE LOCATION DATA MUST BE SUBMITTED AS AN ELECTRONIC FILE (DGN FILE FORMAT OR OTHER CLATRANS ACCEPTED CADD FILE FORMAT) TIED TO POINTS THAT ARE COMPATIBLE WITH THE STATES DATUM FOR THE AREA.
9. PROJECT SHALL PERPETUATE EXISTING BENCHMARKS AND MONUMENTATION.

SYMBOLS

EXISTING		PROPOSED
	STREETLIGHT	
	POWER POLE	PP
	POWER POLE (WITH GUY)	PP
	STORM DRAINAGE - DROP INLET	
	MANHOLE (DETAIL 1 & 2, SHEET C-501)	
	HANDHOLE (CHRISTY N40 BOX)	
	BORE PIT	
	EXCAVATION LIMIT	
	POTHOLE	

LINETYPES

EXISTING		PROPOSED
	RIGHT OF WAY	
	CENTERLINE	
	ELECTRICAL LINE	E
	OVERHEAD UTILITY	OH
	SANITARY SEWER	SS
SD	STORM DRAIN	SD
	WATER	W
	PAVEMENT EDGE	
	WHITE STRIPE	
	ACCESS CONTOLLED RIGHT OF WAY	
	FH1	
	FH2	
	FENCE	
	GATE	
	GUARD RAIL	
	WETLAND	
	WATER	

ABBREVIATIONS

BB	BEGIN BRIDGE	NTS	NOT TO SCALE
		OH	OVERHEAD
BG	BELOW GROUND	PRO	PROPOSED
CL	CENTERLINE / CONTROL LINE	PVC	POLYVINYL CHLORIDE PIPE
DI	DROP INLET	RCP	REINFORCED CONCRETE PIPE
DWY	DRIVEWAY	RW	RIGHT OF WAY
EB	END BRIDGE	SD	STORM DRAIN
EG	EXISTING GRADE	SDCO	STORM DRAIN CLEANOUT
EP	EDGE OF PAVEMENT	SDMH	STORM DRAIN MANHOLE
ETW	EDGE OF TRAVELED WAY	SF	SQUARE FEET
EX	EXISTING	SS	SANITARY SEWER
HDPE	HIGH DENSITY POLYETHYLENE PIPE	SSCO	SANITARY SEWER CLEANOUT
HH	HANDHOLE	SSMH	SANITARY SEWER MANHOLE
INV	INVERT	SW	SIDEWALK
LF	LINEAR FEET	VIF	VERIFY IN FIELD
MH	MANHOLE	WS	WHITE STRIPE
NFIS	NOT FOUND IN SYSTEM (CULVERT INSPECTION PROGRAM/DATABASE)		

QUANTITIES

FH1:
MANHOLES - 2
6" CONDUIT (SDR 13.5) - 804 LF

FH2:
MANHOLES - 4
8" CONDUIT (SDR 13.5) - 794 LF

Rev	Date	Description	Designed	Drawn	Checked
-	05/25/21	SUBMITTAL	JAH	FAV	JAH

VERO Fiber Networks

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9835
http://www.cswst2.com
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City:
County: Humboldt
State: California

ARCATA-SAMOA BEACH FIBER

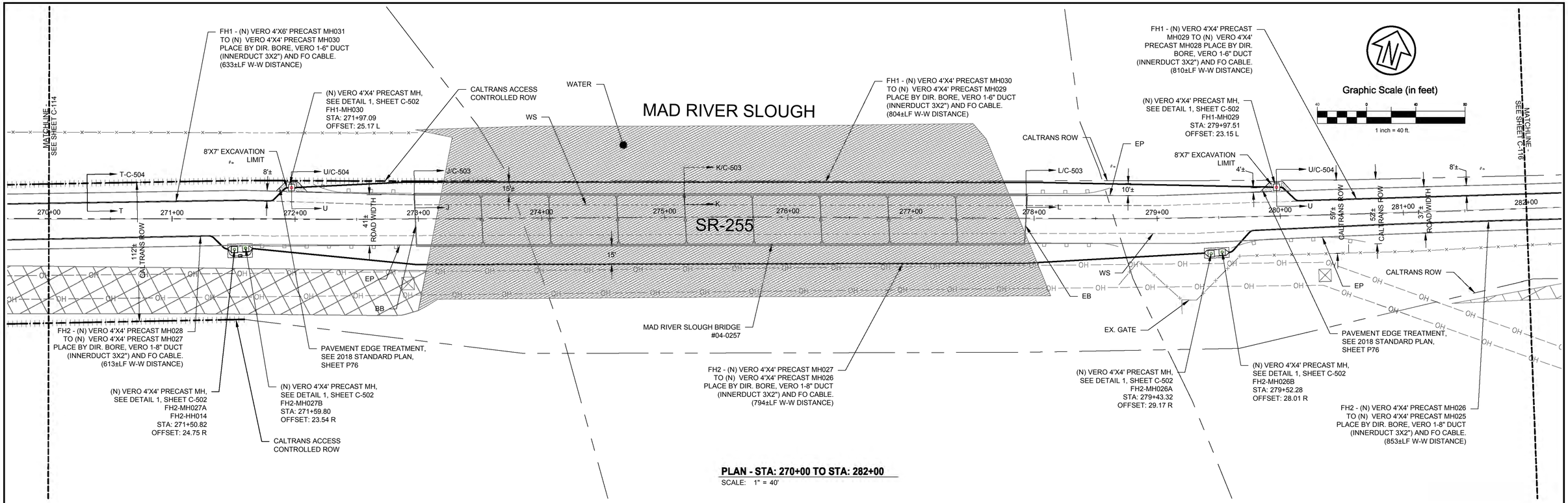
NOTES, LEGENDS AND QUANTITIES

VERO FIBER NETWORKS

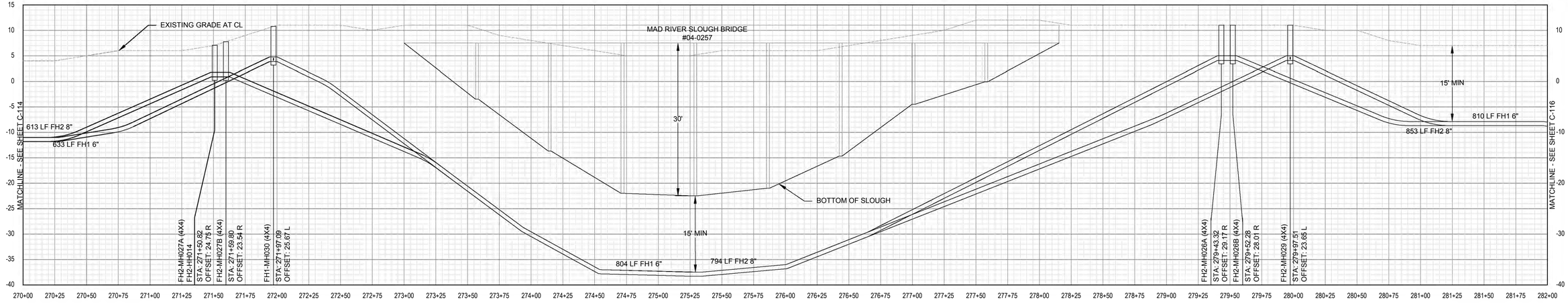
Prepared Under the Direction of:

Sheet G-003

Scale:	
Date:	05/25/21
Project Number:	1910140
Plan File:	D-XXXX-



PLAN - STA: 270+00 TO STA: 282+00
SCALE: 1" = 40'



BRIDGE PROFILE - STA 270+00 TO 282+00
SCALE: HOR. 1" = 40' VERT. 1" = 10'

NOTES:
ASPHALT APRON WILL BE INSTALLED AROUND ALL MANHOLES, UNLESS OTHERWISE DIRECTED BY CALTRANS INSPECTOR.

LEGEND

X/C-50X	SECTION/SHEET #
X	SECTION

Rev	Date	Description	Designed	Drawn	Checked
-	05/25/21	SUBMITTAL	JAH	FAV	JAH

VERO Fiber Networks

CSW | ST2
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45 Leveroni Court
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http://www.cswst2.com

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City
County: Humboldt
State: California

ARCATA-SAMOA BEACH FIBER
CONDUIT LAYOUT PLAN & PROFILE - STA: 270+00 TO STA: 282+00
VERO FIBER NETWORKS

Prepared Under the Direction of:

Sheet C-100

Scale:	1" = 40'
Date:	05/25/21
Project Number:	1910140
Plan File:	D-XXXX-

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

May 13, 2021

The Humboldt Bay Harbor, Recreation and Conservation District met in Regular Session on the above date, Closed Session met at 5:00 P.M. Open Session met at 6:00 P.M at the Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501. Consistent with Executive Orders N-25-20 and N-29-20, the Board of Commissioners meeting location was not physically open to the public. Members of the public observed and participated via Zoom or teleconference.

CLOSED SESSION – 5:00 PM

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

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

REGULAR SESSION – 6:06 P.M.

ROLL CALL:

PRESENT:	DALE
	DOSS
	MARKS
	HIGGINS
	KULLMANN
ABSENT:	NONE
QUORUM:	YES

PLEDGE OF ALLEGIANCE

REPORT ON CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on this meeting's agenda: No one.

CONSENT CALENDAR

a) Adopt Minutes for April 8, 2021 Regular Board Meeting
b) Receive District Financial Reports for March 2021

COMMISSIONER HIGGINS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-B.
COMMISSIONER DALE SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, DOSS, HIGGINS, KULLMANN, MARKS
Noes: NONE
Absent: NONE
Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

a) Executive Director's Report
I. Executive Director presented Executive Director's Report
b) Staff Reports
I. Staff presented on recent District activities.
c) District Counsel and District Treasurer Reports
I. None.
d) Commissioner and Committee Reports
I. Commissioners reported on recent activities and subcommittees
e) Correspondence Received
I. None.

UNFINISHED BUSINESS

a) Review Conceptual Master Plan for Development of a New Multipurpose Terminal to Support the Emerging West Coast Offshore Wind Industry and Consider Approving Contract to Prepare Grant Application

I. Executive Director presented the item with Julian Berg.
II. The Commission discussed the item.
III. Chair Kullmann opened the item to public comment. Scott Frazier and Leroy Zerlang commented.
IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER HIGGINS MOVED TO AWARD A $35,000 CONTRACT TO MOFFAT & NICHOL TO PREPARE A GRANT APPLICATION (COSTS TO BE SPLIT WITH REDWOOD COAST ENERGY AUTHORITY) AND AUTHORIZE EXECUTIVE DIRECTOR TO BEGIN THE PROCESS OF RETAINING OUTSIDE COUNSEL REGARDING MUNICIPAL FINANCING OPTIONS AND OPPORTUINITES FOR THE WIND ENERGY PROJECT.
COMMISSIONER DALE SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, DOSS, HIGGINS, KULLMANN, MARKS
Noes: NONE
Absent: NONE

Abstain: NONE

b) Humboldt Bay Sediment Management Program Environmental Impact Report Certification

I. District staff 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 HIGGINS MOVED TO APPROVE RESOLUTION 2021-06 ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT, ADOPTING A MITIGATION MONITORING AND REPORTING PLAN, AND CERTIFYING THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE HUMBOLDT BAY SEDIMENT MANAGEMENT PROGRAM (SCH #2018012052).
COMMISSIONER DOSS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, DOSS, HIGGINS, KULLMANN, MARKS
Noes: NONE
Absent: NONE
Abstain: NONE

c) Consider Approving Resolution 2021-07 Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Relevant Findings and Approve Permit 2021-02 for the Samoa Boat Launch Improvement Project

I. District staff 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 DOSS MOVED TO APPROVE RESOLUTION 2021-07 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO THE PERMIT APPLICATION FOR THE SAMOA BOAT LAUNCH IMPROVEMENT PROJECT.
COMMISSIONER MARKS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, DOSS, HIGGINS, KULLMANN, MARKS
Noes: NONE
Absent: NONE
Abstain: NONE

COMMISSIONER DALE MOVED TO APPROVE PERMIT 2021-02 FOR THE SAMOA BOAT LAUNCH IMPROVEMENT PROJECT.
COMMISSIONER DOSS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: DALE, DOSS, HIGGINS, KULLMANN, MARKS
Noes: NONE
Absent: NONE

Abstain: NONE

NEW BUSINESS

a) Review of Preliminary Budget and Goals for Woodley Island Marina, Fields Landing Boat Yard and Dredging

I. Executive Director and District staff 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. Report only, no formal action was taken.

b) Review of Samoa Peninsula Infrastructure Potential Funding Mechanism

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. Report only, no formal action was taken.

FUTURE AGENDA ITEMS

a) Bar Pilot Recruitment
b) Brown Act Training
c) Green Diamond Shared Services Agreement
d) AB 534, Whale Entanglement Prevention Act
e) Coast Guard Utilities Contract
f) Personnel Policies Revision
g) Long Fin Smelt

ADJOURNMENT – 7:56 P.M.

APPROVED BY: RECORDED BY:

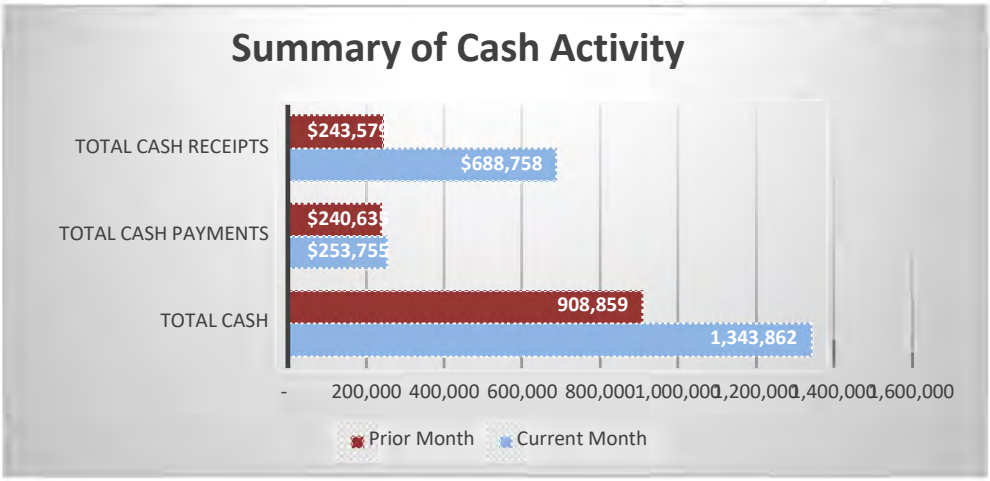
_____ _____

Patrick Higgins
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 April 30, 2021 and March 31, 2021

	4/30/21	3/31/21
Account Balances		
Checking	$ 49,904	$ 94,241
Savings	64,341	73,492
Tariff	609,226	607,634
County Treasury	607,353	132,212
Cash on hand	13,038	1,280
Total Cash	**1,343,862**	**908,859**
Add: Accounts Receivable (less doubtful accounts)	419,635	423,356
Less: Accounts Payable	(443,835)	(383,190)
Available Cash and Receivables	$ 1,319,662	$ 949,025
Change in Cash Balance		
Balance, Beginning of Month	$ 908,859	$ 905,915
Monthly Deposits	688,758	243,579
Monthly Payments	(253,755)	(240,635)
Balance, End of Month	$ 1,343,862	$ 908,859
Monthly Expenses Summary		
Significant/Unusual Expenses:		
Third payroll in month	$ 22,180	
Semi-annual property tax expense		$ 19,774
Sub-total, Significance/Unusual Expenses	22,180	19,774
General operating expenses and other misc. expense	231,575	220,861
Total Cash Payments	$ 253,755	$ 240,635
Monthly Deposits Summary		
Significant/Unusual Revenues:		
Property taxes and interest income	$ 475,141	
Interest Payment on NMTC note receivable		$ 40,187
HAF grant	35,000	
Sub-total, Significant/Unusual Revenues	510,141	40,187
General revenues	178,617	203,392
Total Cash Receipts	$ 688,758	$ 243,579



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06/03/21
Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District
Balance Sheet
As of April 30, 2021

	Apr 30, 21
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	20,731.75
10200.1 · Cash in BBVA, Checking	29,172.43
10400 · CASH IN COUNTY - FUND 2720	571,969.94
10500 · CASH IN COUNTY - FUND 3872	35,383.07
10600.1 · Cash in bank, Tariff BBVA	609,225.62
10700.1 · Cash in bank, Water BBVA	64,340.51
10901 · UNEXPENDED MARINA SURCHARGES	1,326,910.53
10902 · UNEXP SURCHARGES AVAIL CASH ADJ	-1,326,910.53
Total Checking/Savings	1,332,103.32
Accounts Receivable	
12000 · ACCTS RECEIVABLE	706,558.75
Total Accounts Receivable	706,558.75
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-286,923.58
12200 · TAXES RECEIVBLE	-189,511.72
12300 · INTEREST RECEIVBLE	17,495.51
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	17,917.33
12800 · LEASE RECEIVABLE	2,334.11
1499 · Undeposited Funds	11,758.36
Total Other Current Assets	5,422,445.01
Total Current Assets	7,461,107.08
Fixed Assets	
CAPITAL ASSETS, NET	
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
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	809,025.14
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	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-16,998,866.17
Total CAPITAL ASSETS, NET	11,084,375.01
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	11,141,970.76
Other Assets	
19000 · Deferred Outflows of PERS	270,798.00
Total Other Assets	270,798.00
TOTAL ASSETS	**18,873,875.84**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	443,835.07
Total Accounts Payable	443,835.07
Credit Cards	
20112 · US Bank Visa	542.51

Humboldt Bay Harbor, Recreation & Conservation District
Balance Sheet
As of April 30, 2021

		Apr 30, 21
Total Credit Cards		542.51
Other Current Liabilities		
Payroll tax & Withholding Liab		
21300 · STATE UNEMPLOYMENT TAX	45.85	
21600 · PERS CARE/MEDICAL INSURANCE	8,348.50	
21800 · STATE DISABILITY INSURANCE	-1,434.06	
Total Payroll tax & Withholding Liab		6,960.29
20100 · LEASE PAYABLE TO HBDA		-34,272.00
20200 · NOTES PAYABLE		485,874.43
20400 · ACCRUED WAGES PAYABLE		21,749.14
20500 · ACCRUED INTEREST		51,575.93
20600 · ACCRUED VACATION PAYABLE		38,030.24
20800 · DEPOSITS ON HAND		
20801 · KEY DEPOSITS ON HAND	15,220.00	
20802 · PLUG DEPOSITS ON HAND	1,120.00	
20803 · SLIP DEPOSITS ON HAND	49,028.11	
20804 · STORAGE DEPOSITS	3,657.65	
20806 · LEASE SECURITY DEPOSIT	131,004.42	
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26	
20808 · WAIT LIST DEPOSIT	2,800.00	
Total 20800 · DEPOSITS ON HAND		205,580.44
22000 · DEFERRED LEASE INCOME		46,776.09
24000 · Ground Lease Deferred Income		3,906,000.00
24002 · Groundlease Current Def Income		60,092.31
28000 · DEFERRED INCOME		131,588.24
28500 · OTHER DEFERRED CREDITS		723,523.92
Total Other Current Liabilities		5,643,479.03
Total Current Liabilities		6,087,856.61
Long Term Liabilities		
24001 · Gound Lease Amortization		-309,214.58
24003 · Groundlease Current Offset		-60,092.31
25200 · ENVIRONMENTAL REMEDIATION LIAB		63,142.04
25500 · OPEB Liability		342,799.00
25600 · Note Payable-Coast Seafoods Co.		698,944.04
25700 · BOND PAYABLE 2014 REFINANCING		2,188,721.98
25800 · BBVA Loan Payable		1,151,501.68
25900 · LESS CURRENT PORTION		-485,874.43
27000 · Net Pension Liability		1,033,203.00
27200 · Deferred Inflows of PERS		137,634.00
Total Long Term Liabilities		4,760,764.42
Total Liabilities		10,848,621.03
Equity		
30500 · INVESTMENT IN FIXED ASSETS		9,187,855.05
30900 · RESTRICTED FUND BALANCE		736,144.00
31200 · GENERAL FUND BALANCE		
31000 · FUND BALANCE - TIDELANDS TRUST	-2,628,399.20	
31200 · GENERAL FUND BALANCE - Other	473,138.20	
Total 31200 · GENERAL FUND BALANCE		-2,155,261.00
Net Income		256,516.76
Total Equity		8,025,254.81
TOTAL LIABILITIES & EQUITY		**18,873,875.84**

4:33 PM
06/03/21
Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
April 2021

	Apr 21	Jul '20 - Apr 21
Ordinary Income/Expense		
Income		
Donations		
45709 · Donations - Sea Scouts	0.00	500.00
46519 · Donations - Lighthouse	0.00	7.00
Total Donations	0.00	507.00
Dredging Revenue		
41318 · Dredging Surcharge - T	13,476.89	124,222.16
Total Dredging Revenue	13,476.89	124,222.16
Fees		
40108 · PERMITS-T	250.00	2,550.00
40808 · Pilotage Services - T	0.00	36,039.47
41308.1 · Poundage - T	0.00	628.17
41818 · Late Charges/Interest - T	810.00	7,865.00
41819 · Late Charges/Interest - NT	515.48	2,346.92
45608 · Chevron - Ports O&M - T	0.00	24,262.50
Total Fees	1,575.48	73,692.06
Float Replacement Account		
41418 · Float Replacement	4,539.76	53,474.02
Total Float Replacement Account	4,539.76	53,474.02
Grant Revenue		
Conservation Grants		
45208.3 · Conservation Grants, Gov't - T	0.00	0.22
Total Conservation Grants	0.00	0.22
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.00	294,798.96
Total Harbor Grants	0.00	294,798.96
Total Grant Revenue	0.00	294,799.18
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	38,286.35	159,899.95
Total Harbor Surcharge	38,286.35	159,899.95
Interest Revenue		
43108 · Interest Income - T	182.24	1,854.76
43109 · Interest Income - NT	13,479.00	134,790.00
Total Interest Revenue	13,661.24	136,644.76
Other Revenue		
45908 · Other Revenue - T	0.00	1,585.00
45909 · Other Revenue - NT	27,574.25	42,337.49
Total Other Revenue	27,574.25	43,922.49
Rent Income		
40218 · Slip Rents - T	38,832.17	416,225.81
40318.1 · Transient Rentals - T	2,516.45	28,450.00
40518 · Equipment Rent - T	0.00	6,665.00
40519 · Equipment Rent - NT	623.80	3,932.65
40809 · Yard Rent - NT	891.60	5,827.91
41108 · Rents, Tidelands Leases - T	20,925.84	299,462.94
41309 · Storage - NT	-1,616.27	45,712.22
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	50,076.90
41409 · Upland Rent - NT - Other	79,613.07	560,482.40
Total 41409 · Upland Rent - NT	84,620.76	610,559.30
Total Rent Income	146,794.35	1,416,835.83
Sales		
40109 · Sales, Retail - NT	0.00	200.00
40119 · Concession Sales - NT	242.75	3,803.00
Total Sales	242.75	4,003.00
Tax Revenue		
43509 · Property Tax Revenues	92,289.00	916,389.00

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
April 2021

	Apr 21	Jul '20 - Apr 21
43609 · HOMEOWNERS EXEMPT G/NT	0.00	3,501.00
43809 · TIMBER YIELD TAX GUAR G/NT	0.00	3,000.00
Total Tax Revenue	92,289.00	922,890.00
Utility Surcharge		
40409 · Utility Surcharge - NT	4,473.49	55,398.58
40418 · Utility Surcharge, Marina Dock	4,594.40	45,025.54
Total Utility Surcharge	9,067.89	100,424.12
47019 · Returned Check Charges	0.00	65.00
52708.1 · Discount	0.00	44.58
Total Income	347,507.96	3,331,424.15
Gross Profit	347,507.96	3,331,424.15
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,830.00	28,609.50
52508 · Accounting Fees - NT	2,275.00	12,821.50
Total Accounting/Auditing Services	4,105.00	41,431.00
Advertising & Promotion		
51000 · Advertising & Promotion - NT	0.00	1,848.81
51008 · Advertising & Promotion - T	0.00	1,489.99
Total Advertising & Promotion	0.00	3,338.80
Bad Debts		
51309 · Bad Debts - NT	4,289.27	74,802.62
Total Bad Debts	4,289.27	74,802.62
Capital Outlay		
53609 · Expenses Pending Transfer-Bldg	0.00	5,000.00
Total Capital Outlay	0.00	5,000.00
Communications		
51400 · Communications - NT	2,422.49	20,399.01
51408 · Communications - T	884.62	5,736.37
Total Communications	3,307.11	26,135.38
Conference & Meetings		
51500 · Conferences & Meetings - NT	749.77	4,063.56
51508 · Conferences & Meetings - T	0.00	12.00
Total Conference & Meetings	749.77	4,075.56
Dredging Expense		
55608 · Dredging Expense - T	3,895.20	4,897.89
56718 · Dredging - MT	5,000.00	391,986.80
Total Dredging Expense	8,895.20	396,884.69
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	1,235.00	31,269.60
51608 · Dues & Subscriptions - T	1,235.00	1,880.25
Total Dues, Subscriptions & Licences	2,470.00	33,149.85
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	69,988.62
Total Elections & Government Fees	0.00	69,988.62
Engineering Services		
52400 · Engineering Fees - NT	1,402.50	20,852.79
52408 · Engineering Fees - T	375.00	-3,933.75
Total Engineering Services	1,777.50	16,919.04
Fuel		
50400 · IMPUTED AUTO VALUE G/A	180.00	924.80
51200 · Automotive, Fuel- NT	214.82	3,429.02
51208 · Vessel Fuel	0.00	3,915.39
51218 · Automotive, Fuel - T	394.82	4,367.25
Total Fuel	789.64	12,636.46

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
April 2021

	Apr 21	Jul '20 - Apr 21
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	167,933.76
Total Conservation Grant Expenses	0.00	167,933.76
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	30.00	1,261.92
Total Harbor Grant Expenses	30.00	1,261.92
Total Grant Expenses	30.00	169,195.68
Insurance		
51800 · Insurance - NT	7,949.99	78,378.86
51808 · Insurance - T	1,196.67	11,825.66
Total Insurance	9,146.66	90,204.52
Interest Expense		
55108 · Interest Expense - T	6,732.97	73,491.41
55109 · Interest Expense - NT	8,876.43	88,899.97
55119 · INTEREST EXPENSE M/NT	0.00	9,328.00
Total Interest Expense	15,609.40	171,719.38
Legal Services		
52300 · Legal Fees - NT	644.59	26,851.35
52308 · Legal Fees - T	256.37	6,485.11
Total Legal Services	900.96	33,336.46
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	68.26	4,913.92
52710 · Repairs & Maint, Equip - NT	139.07	15,403.41
52718 · Repairs & Maint, Equip - T	2,480.65	12,112.06
Total Maintenance - Equipment	2,687.98	32,429.39
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	5,819.33	84,416.19
52709 · REPAIRS & MAINTENANCE G/NT	0.00	200.00
52719 · Repairs & Maint, Facilities - N	6,045.14	47,841.84
Total Maintenance - Facilities	11,864.47	132,458.03
Maintenance - IT		
57008 · Maintenance, IT Equip - T	862.50	3,297.84
57009 · Maintenance, IT Equip - NT	6,199.47	10,215.31
Total Maintenance - IT	7,061.97	13,513.15
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	1,230.56
52010 · Maintenance Supplies - NT	1,250.06	10,375.98
Total Maintenance Supplies	1,250.06	11,606.54
Office Supplies		
51900 · Office Supplies - NT	1,529.14	22,367.20
51908 · Office Supplies - T	490.62	4,539.19
51918 · OFFICE EXPENSE M/T	20.20	210.00
Total Office Supplies	2,039.96	27,116.39
Other Expenses		
54109 · Sea Scouts Expense - NT	0.00	500.00
55419 · Other Expenses - NT	0.00	2,234.00
Total Other Expenses	0.00	2,734.00
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	35.00	5,648.63
52110 · OUTSIDE SERVICES M/A	0.00	1,767.70
52118 · Outside Services, Other - T	18,616.48	48,365.48
Total Other Professional/Outside Serv	18,651.48	55,781.81
Permits		
51618 · Permits - T	0.00	12,885.94

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
April 2021

	Apr 21	Jul '20 - Apr 21
Total Permits	0.00	12,885.94
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	14,700.00
50208 · Commissioner's Salaries - T	630.00	6,300.00
Total Commissioners Fees	2,100.00	21,000.00
Payroll Burden		
50500 · Payroll Benefits, Other - NT	34,022.86	318,923.20
50508 · Payroll Benefits, Other - T	9,938.24	101,986.78
50510 · PAYROLL BENEFITS M/A	0.00	3,504.76
6560 · Workers' Comp	4,508.62	32,386.91
Total Payroll Burden	48,469.72	456,801.65
Salaries/Wages		
50100 · Salaries & Wages - NT	92,090.93	665,130.51
50108 · Salaries & Wages - T	162.12	1,354.26
Total Salaries/Wages	92,253.05	666,484.77
Total Personnel Expenses	142,822.77	1,144,286.42
Planning Services		
52200 · Planning Fees - NT	558.75	3,513.25
52208 · Planning Fees - T	416.99	-7,869.54
Total Planning Services	975.74	-4,356.29
Rent Expense		
54308 · Redwood Terminal 2 Lease Expens	19,331.18	183,358.00
Total Rent Expense	19,331.18	183,358.00
Small Tools		
52800 · Small Tools - NT	244.42	3,826.28
52808 · Small Tools - T	214.17	272.17
Total Small Tools	458.59	4,098.45
Utilities		
52909 · Utilities - NT	19,909.03	184,263.06
52918 · Utilities - T	3,773.15	998.25
53000 · Water, Sewer, & Refuse - NT	9,183.81	85,668.05
53008 · Water, Sewer, & Refuse - T	3,364.44	39,248.14
Total Utilities	36,230.43	310,177.50
Total Expense	295,445.14	3,074,907.39
Net Ordinary Income	52,062.82	256,516.76
Net Income	**52,062.82**	**256,516.76**

10:57 AM
05/17/21
Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District
Account QuickReport
As of April 30, 2021

Type	Date	Num	Name	Memo	Amount
10200.1 · Cash in BBVA, Checking					
Liability Check	04/01/2021		QuickBooks Payroll Service	Created by Payroll Service on 03/30/...	-19,862.29
Liability Check	04/15/2021		QuickBooks Payroll Service	Created by Payroll Service on 04/13/...	-19,809.38
Bill Pmt -Check	04/26/2021		Humboldt Land Title Company	QuickBooks generated zero amount ...	0.00
Liability Check	04/29/2021		QuickBooks Payroll Service	Created by Payroll Service on 04/26/...	-22,179.78
Check	04/15/2021			Service Charge	-166.43
Bill Pmt -Check	04/02/2021	EFT	CalPERS 457 Program	457Match 04/02/2021	-300.00
Liability Check	04/02/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-4,598.39
Liability Check	04/02/2021	EFT	CalPERS 457 Program	450348	-1,125.00
Liability Check	04/02/2021	EFT	State Disbursement Unit	0230000067964	-233.53
Liability Check	04/16/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-4,598.39
Liability Check	04/16/2021	EFT	CalPERS 457 Program	450348	-1,150.00
Liability Check	04/16/2021	EFT	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	04/16/2021	EFT	CalPERS 457 Program	457Match 04/16/2021	-300.00
Bill Pmt -Check	04/16/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-6,042.69
Bill Pmt -Check	04/14/2021	EFT	Francotyp-Postalia	466106100	-300.00
Liability Check	04/30/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-4,598.39
Bill Pmt -Check	04/30/2021	EFT	CalPERS 457 Program	457Match 04/30/2021	-300.00
Liability Check	04/30/2021	EFT	State Disbursement Unit	0230000067964	-233.53
Liability Check	04/05/2021	E-pay	Employment Development Department	499-0307-3 QB Tracking # 1741191...	-2,430.99
Liability Check	04/13/2021	E-pay	Employment Development Department	499-0307-3 QB Tracking # 873295958	-1,438.10
Liability Check	04/13/2021	E-pay	Internal Revenue Service	94-2262845 QB Tracking # 8734159...	-3,503.98
Liability Check	04/26/2021	E-pay	Employment Development Department	499-0307-3 QB Tracking # -1263150...	-1,557.94
Liability Check	04/26/2021	E-pay	Internal Revenue Service	94-2262845 QB Tracking # -126307...	-4,023.56
Bill Pmt -Check	04/02/2021	61040	Advanced Security Systems	WIM	-184.50
Bill Pmt -Check	04/02/2021	61042	Alber's Tractor & Ag Work		-135.00
Bill Pmt -Check	04/02/2021	61043	Arcata Chamber of Commerce	2021 Membership Dues	-450.00
Bill Pmt -Check	04/02/2021	61044	AT&T Internet	831-000-8571 571	-933.88
Bill Pmt -Check	04/02/2021	61045	California Redwood Co.	Red Tank 01/19 - 02/17/21	-563.79
Bill Pmt -Check	04/02/2021	61046	City of Eureka (Sewer)	2001-901804-02	-1,434.54
Bill Pmt -Check	04/02/2021	61047	City of Eureka (Water)	2001-901802-01	-4,871.12
Bill Pmt -Check	04/02/2021	61048	Coast Seafood Co.	April 2021 Note Payment	-13,000.00
Bill Pmt -Check	04/02/2021	61049	Coastal Business Systems, Inc.	WIM Copier Lease	-468.67
Bill Pmt -Check	04/02/2021	61050	Harshwal & Company, LLP	Audit for FY 2019/20	-4,737.60
Bill Pmt -Check	04/02/2021	61051	Hiley, Mindy	Notary Services	-30.00
Bill Pmt -Check	04/02/2021	61052	Humboldt Community Services District	3165	-342.35
Bill Pmt -Check	04/02/2021	61053	Humboldt Waste Management Authority		-125.00
Bill Pmt -Check	04/02/2021	61054	Keenan Supply		-10.88
Bill Pmt -Check	04/02/2021	61056	North Coast Laboratories, LTD	FL Stormwater	-235.00
Bill Pmt -Check	04/02/2021	61057	Nylex.net	VPN Renewal 04/06/21 - 04/05/22	-275.00
Bill Pmt -Check	04/02/2021	61058	Pacific Gas & Electric (Non-Energy)	2072047	-392.04
Bill Pmt -Check	04/02/2021	61059	Pintermedia LLC		-60.00
Bill Pmt -Check	04/02/2021	61060	PPG Architectural Finishes		-69.36
Bill Pmt -Check	04/02/2021	61061	Razursharp	HUMBOLBOX	-33.61
Bill Pmt -Check	04/02/2021	61062	Sea Scouts		-500.00
Bill Pmt -Check	04/02/2021	61063	Standard Insurance Company	ST 908447 0001	-217.60
Bill Pmt -Check	04/02/2021	61064	Tony Gosselin & Sons		-1,626.00
Bill Pmt -Check	04/02/2021	61065	Airgas USA	3980904	-65.99
Bill Pmt -Check	04/02/2021	61066	Mission Uniform & Linen	299313	-259.35
Bill Pmt -Check	04/16/2021	61068	101Netlink	WIM	-190.00
Bill Pmt -Check	04/16/2021	61069	ACWA JPIA	215	-28,009.52
Bill Pmt -Check	04/16/2021	61070	Alber's Tractor & Ag Work		-300.00
Bill Pmt -Check	04/16/2021	61071	AT&T Phone	707 443-0801 071 7	-1,536.90
Bill Pmt -Check	04/16/2021	61072	B & B Portable Toilets	RWD	-116.55
Bill Pmt -Check	04/16/2021	61073	David L. Moonie & Company		-1,440.00
Bill Pmt -Check	04/16/2021	61074	Englund Marine Supply		-1,073.28
Bill Pmt -Check	04/16/2021	61075	Enterprise-Record, Mercury-Register		-896.96
Bill Pmt -Check	04/16/2021	61076	Eureka Oxygen Company		-115.67
Bill Pmt -Check	04/16/2021	61077	GHD Inc.	Habitat Mitigation	-643.75
Bill Pmt -Check	04/16/2021	61078	Hensell Materials, Inc.		-55.13
Bill Pmt -Check	04/16/2021	61079	Humboldt Bay Municipal Water Dist.		-770.65
Bill Pmt -Check	04/16/2021	61080	Humboldt Bay Solar Fund LLC	HB0520	-14,303.54
Bill Pmt -Check	04/16/2021	61081	Humboldt Waste Management Authority		-26.00
Bill Pmt -Check	04/16/2021	61082	Mission Uniform & Linen	299313	-220.41
Bill Pmt -Check	04/16/2021	61083	Mitchell Law Firm, LLP		-2,172.00
Bill Pmt -Check	04/16/2021	61084	Napa Auto Parts		-768.74
Bill Pmt -Check	04/16/2021	61085	Pacific Gas & Electric (1906-4)	Acct #0670491906-4	-2,361.98
Bill Pmt -Check	04/16/2021	61086	Pacific Gas & Electric (3494-4)	6598073494-4	-158.82
Bill Pmt -Check	04/16/2021	61087	Pierson Building Center	1297	-70.39
Bill Pmt -Check	04/16/2021	61088	PPG Architectural Finishes		-21.42
Bill Pmt -Check	04/16/2021	61089	Recology Eel River	061097997	-413.28
Bill Pmt -Check	04/16/2021	61090	Recology Humboldt County (061218064)	061218064	-681.15
Bill Pmt -Check	04/16/2021	61091	Recology Humboldt County (A00600002...	A0060000265	-2,343.55
Bill Pmt -Check	04/16/2021	61092	Shelter Cove Fishing Preservation Inc		-2,270.83
Bill Pmt -Check	04/16/2021	61093	Shelter Cove Resort Improvement District	SC	-63.39
Bill Pmt -Check	04/16/2021	61094	SHN Consulting Engineers & Geologists		-5,503.25
Bill Pmt -Check	04/16/2021	61095	Southwest Answering Service		-165.00
Bill Pmt -Check	04/16/2021	61096	Staples Credit Plan	6035 5178 1247 5530	-69.59
Bill Pmt -Check	04/16/2021	61097	US Bank Corporate Payment System	4246044555706765	-2,939.86

Humboldt Bay Harbor, Recreation & Conservation District
Account QuickReport
As of April 30, 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	04/16/2021	61098	Valley Pacific Petroleum Services, Inc	114137	-1,189.44
Bill Pmt -Check	04/16/2021	61099	Verizon Wireless		-337.73
Bill Pmt -Check	04/16/2021	61100	World Oil Enviromental Services	WIM	-160.00
Bill Pmt -Check	04/16/2021	61101	Scribble Software	Marina Management Software Progr...	-2,470.00
Bill Pmt -Check	04/16/2021	61102	SDRMA	Property/Liability Insurance Adjustm...	-243.00
Bill Pmt -Check	04/16/2021	61103	Verizon Wireless		-76.26
Liability Check	04/30/2021	61105	Franchise Tax Board		-1,262.61
Liability Check	04/26/2021	61106	Operating Engineers Local No. 3	94-2262845	-523.32
Liability Check	04/30/2021	61107	CalPERS 457 Program	450348	-1,150.00
Liability Check	04/30/2021	61107	Franchise Tax Board		-150.00
Check	04/30/2021	61108	Grace, Don	Tenant Refund	-172.70
Check	04/30/2021	61109	Williamson Jr., Paul	Tenant Refund	-20.00
Bill Pmt -Check	04/30/2021	61110	AT&T Internet	831-000-8571 571	-933.88
Bill Pmt -Check	04/30/2021	61111	BDI - M&S Arcata		-162.32
Bill Pmt -Check	04/30/2021	61112	Campton Electric Supply		-208.83
Bill Pmt -Check	04/30/2021	61113	City of Eureka (Sewer)	2001-901804-02	-1,837.36
Bill Pmt -Check	04/30/2021	61114	City of Eureka (Water)	2001-901802-01	-4,891.52
Bill Pmt -Check	04/30/2021	61115	Coastal Business Systems, Inc.	WIM Copier Lease	-468.67
Bill Pmt -Check	04/30/2021	61116	Coldwell Banker Commerical PacificPart...		-2,195.18
Bill Pmt -Check	04/30/2021	61117	Don's Rent-All	7197	-175.76
Bill Pmt -Check	04/30/2021	61118	Eureka Oxygen Company		-38.11
Bill Pmt -Check	04/30/2021	61119	Humboldt Community Services District	3165	-394.91
Bill Pmt -Check	04/30/2021	61120	Humboldt County Health & Human Servi...	WIM	-1,440.78
Bill Pmt -Check	04/30/2021	61121	Humboldt Waste Management Authority		-216.00
Bill Pmt -Check	04/30/2021	61122	Keenan Supply		-199.65
Bill Pmt -Check	04/30/2021	61123	LACO Associates	PO #1610-Multipurpose Dock Conce...	-13,280.50
Bill Pmt -Check	04/30/2021	61124	Matthews Paints		-190.96
Bill Pmt -Check	04/30/2021	61125	Miller Farms Nursery	48722	-683.13
Bill Pmt -Check	04/30/2021	61126	Mission Uniform & Linen	299313	-213.43
Bill Pmt -Check	04/30/2021	61127	Northern California Safety Consortium	Hazwoper Refresher: Max Emery, R...	-375.00
Bill Pmt -Check	04/30/2021	61128	Nylex.net	Set up new computers (PO#1630)	-1,725.00
Bill Pmt -Check	04/30/2021	61129	Pacific Gas & Electric (Non-Energy)	2072047	-703.39
Bill Pmt -Check	04/30/2021	61130	Pintermedia LLC		-60.00
Bill Pmt -Check	04/30/2021	61131	Planwest Partners, Inc.		-975.74
Bill Pmt -Check	04/30/2021	61132	Standard Insurance Company	ST 908447 0001	-217.60
Bill Pmt -Check	04/30/2021	61133	Tehama Tire	Travel lift tire repair	-137.25
Bill Pmt -Check	04/30/2021	61134	Thomas Gast & Associates	WIM Bathymetric Mapping, PO #1626	-5,000.00
Bill Pmt -Check	04/30/2021	61135	Total Compensation Systems, Inc.	GASB75 Valuation Services	-1,665.00
Bill Pmt -Check	04/30/2021	61136	Wahlund Construction Inc.	35-21	-1,144.87
Bill Pmt -Check	04/30/2021	61137	Wing Inflatables, Inc	Fire Boat	-477.23
Check	04/30/2021	61138	Campbell, Todd	Tenant Refund	-200.41
Total 10200.1 · Cash in BBVA, Checking					-247,676.33
TOTAL					**-247,676.33**

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:
Patrick Burns
dba *Comet Fisheries/North Coast River Adventures*
P.O. Box 5694
Eureka, CA 95502

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 **PATRICK BURNS** an individual, dba ***Comet Fisheries/North Coast River Adventures*** hereinafter referred to as "**Patrick Burns**."

WHEREAS, Patrick Burns will be the Lessee of Slip Number 05, Float F, 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 May 1, 2021 **Patrick Burns** made verbal request to renew the permit to operate the business ***Comet Fisheries/North Coast River Adventures*** on a vessel moored at Slip Number 05, Float F 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 **Patrick Burns**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Patrick Burns**, an individual, to operate the business ***Comet Fisheries/North Coast River Adventures*** 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 **Patrick Burns** 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 June 26, 2021 and terminating on June 25, 2022. District or **Patrick Burns** 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 **Patrick Burns** with or without cause or reason by giving **Patrick Burns** sixty (60) days written notice of termination and **Patrick Burns** 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 **Patrick Burns**, at P.O. Box 5694 Eureka, CA 95502. In the event **Patrick Burns** 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 **Patrick Burns** 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 **Patrick Burns** 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 **Patrick Burns** 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", **Patrick Burns** 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: June 26, 2021, **Patrick Burns** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Patrick Burns** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Patrick Burns** 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 June 26th 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, **Patrick Burns** shall forthwith cease and stop his ***Comet Fisheries/North Coast River Adventures*** 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. **Patrick Burns** shall, prior to commencing operation of ***Comet Fisheries/North Coast River Adventures*** 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. **Patrick Burns** 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 **Patrick Burns** and **Patrick Burns** 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, **Patrick Burns** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Patrick Burns** 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. **Patrick Burns** 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. **Patrick Burns** 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. **Patrick Burns** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Patrick Burns** 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 **Patrick Burns** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Patrick Burns** 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. **Patrick Burns** is hereby notified by the District that this Permit and Agreement to Operate ***Comet Fisheries/North Coast River Adventures*** 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 **Patrick Burns** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Patrick Burns** agrees and acknowledges that he has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Patrick Burns** 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. **Patrick Burns** 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. **Patrick Burns** 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, _____, 2021, 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

Patrick Burns, an individual, dba, *Comet Fisheries/North Coast River Adventures*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2021 By_____
Patrick Burns, Owner
Comet Fisheries/North Coast River Adventures

RMF
REINCKE MARINE FABRICATION
Full Service Boatyard / 150 Ton Marine Travelift
1 Yard Road, Fields Landing, CA 95537
rmfhumboldtbay.com
707 444 1393
40.72.3 N 124.22.2 W
Capt. Tod Reincke 707 683 0024 tod@rmfhumboldtbay.com

HBHD COMMISIONERS

FOR YOUR CONSIDERATION 03 MAY 21

Reincke Marine Fabrication would like to apply for permission to operate a Motor Yacht as an Airbnb on Woodley Island.

I believe this will be a fantastic draw for Woodley Islands businesses and nearby venues such as Old Town Eureka.

I have met with several of our local Charter Boat owners and with their encouragement, I have decided to pursue this endeavor.

We can offer a first-class operation with the use of my breakwater slip. Access to my slip is by far the widest and safest that HBHD has to offer.

I believe this is a no-lose deal, that will benefit many and bring a unique experience to Humboldt Bay. This will set the bar to compete anywhere on the West Coast.

Currently, I have this vessel on the hard, I would like to invite any and all to come out to the RMF/FLBY to inspect this vessel.

Thank You for Your time

Sincerely,

Capt. Tod Reincke

Reincke Marine Fabrication

Humboldt Bay CA

40°72`N. 124°22`W.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE A BED AND BREAKFAST BUSINESS

Startare Drive
Woodley Island Marina
PO Box 1030
Eureka, CA 95501

PERMITTEE:
Tod Reincke
dba *REINCKE MARINE FABRICATION*
P.O. Box 158
Fields Landing, CA 95537

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 **Tod Reincke**, dba ***REINCKE MARINE FABRICATION*** hereinafter referred to as "**Tod Reincke**."

WHEREAS, Tod Reincke will be the Lessees of Slip Number 01, Float B.W. (Break Water), at the Woodley Island Marina for the vessel ***CAROLINE***, 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 May 3, 2021 **Tod Reincke** made a written application to the District for a Permit from the District to operate the Bed and Breakfast business ***REINKE MARINE FABRICATION*** on the motor vessel ***"CAROLINE"*** moored at Slip Number 01 Float B.W. 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 **Tod Reincke**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Tod Reincke**, to operate the business ***REINCKE MARINE FABRICATION*** for the purpose of a Bed and Breakfast at the Woodley Island Marina. The Bed and Breakfast shall consist primarily of overnight accommodations. 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 **Tod Reincke** operates the business of a Bed and Breakfasts from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for one (1) year commencing on June11, 2021 and terminating on June 9, 2022. District or **Tod Reincke** 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 **Tod Reincke** with or without cause or reason by giving **Tod Reincke** sixty (60) days written notice of termination and **Tod Reincke** 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 **Tod Reincke**, at **P.O. Box 158 Fields Landing, CA 95537**.

   In the event **Tod Reincke** 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 **Tod Reincke** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a *Bed and Breakfast* shall terminate forthwith on the date of

termination of **Tod Reincke** 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 **Tod Reincke** 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", **Tod Reincke** 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: April 30, 2021, **Tod Reincke** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Tod Reincke** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Tod Reincke** 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 April 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, **Tod Reincke** shall forthwith cease and stop their ***REINCKE MARINE FABRICATION*** 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. **Tod Reincke** shall, prior to commencing operation of ***REINCKE MARINE FABRICATION***, obtain any and all necessary permits and licenses, if applicable, including but not limited to **City of Eureka business license** and **United States Coast Guard vessel inspection**. A United States Coast Guard inspection shall be conducted annually.
6. **Tod Reincke** 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 **Tod Reincke**, and **Tod Reincke** 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, **Tod Reincke** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Tod Reincke** 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. **Tod Reincke** 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. **Tod Reincke** 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 waste, 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. **Tod Reincke** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Tod Reincke** 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 **Tod Reincke** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Tod Reincke** 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. **Tod Reincke** is hereby notified by the District that this Permit and Agreement to Operate ***REINCKE MARINE FABRICATION*** 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 **Tod Reincke** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Tod Reincke** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Tod Reincke** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a Bed and Breakfast in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Tod Reincke** 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. **Tod Reincke** 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, _____, 2021, 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

Tod Reincke, dba, *REINCKE MARINE FABRICATION*, as Permittees in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2021 By_____
Tod Reincke, Owner
REINCKE MARINE FABRICATION

COMMISSIONERS
1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
June 10, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: May 28, 2021

TITLE: Preliminary Budget Adoption for Fiscal Year 2021-2022

STAFF RECOMMENDATION: It is recommended that the Board: Adopt the Preliminary Budget for FY 2021-2022, Review the Budget Process and Policies, and Review the Preliminary Cash Flow Analysis.

SUMMARY: The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1st.

DISCUSSION: Because of the uncertainties of the Nordic Aquafarms and RTI cable landing lease income, Staff has prepared four alternative cash flow analysis. The preliminary budget is based on Scenario 1 which is that the District receives no income from either Nordic Aquafarms or RTI during fiscal year 2021-22. The Nordic Aquafarms lease agreement includes rental income to the District of $374,000 annually, with a one-time payment for the use of the electrical substation of $545,000. These payments begin when Coastal Development Permits are received for the project. For cash flow purposes, Scenarios 2 and 4 show the rental income for Nordic Aquafarms starting January 31, 2022. Scenarios 1 and 3 show now rental income from Nordic Aquafarms for FY 2021-22.

RTI lease agreement outlines a one-time payment where RTI pays ½ of the $1,250,000 payment for the first cable at cable landing as follows: ($200,000 payment at signing lease; $425,000 due upon issuance of Coastal Development Permit; and $625,000 at cable landing). RTI pays an additional $333,000 for each subsequent cable landing. RTI is authorized to land up to 4 cables and have given indications that they intend to install three cables initially. However, for budget purposes Scenarios 2 and 3 include cable landing revenues in FY 2021-22 where Scenarios 1 and 4 show no RTI income.

The District entered into an amended Note with Coast Seafoods that requires the District to repay Coast Seafoods first with any lump sum proceeds from the Nordic Aquafarms and/or RTI leases. The District currently pays $13,000 per month with an annual payment of an additional $40,000 ($196,000 annually). The District currently has an outstanding principal balance of approximately $700,000 on the loan. If either or both of the Nordic Aquafarms or RTI lease payments begin as scheduled, the Coast Seafood Note will be fully repaid in FY 2021-22.

The Budget Policies and Procedures (Attachment C) will return on the July 8, 2021 agenda for final review and adoption.

ATTACHMENTS:

- **A.** Preliminary Budget
- **B.** Preliminary Cash Flow Analysis
- **C.** Budget Process and Policies

	General	WIM	RMT2	RW Dock	FLBY	Tidelands	SC	Grants	Grand Total
Ordinary Income/Expense									
Income									
Donations									
45709 · Donations - Sea Scouts									$ -
46519 · Donations - Lighthouse		$ 100.00							$ 100.00
Total Donations	**$ -**	**$ 100.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100.00**
Dredging Revenue									
41308.4 · Dredging Revenue - Other									$ -
41318 · Dredging Surcharge - T		$ 150,000.00			$ 20,000.00				$ 170,000.00
Total Dredging Revenue	**$ -**	**$ 150,000.00**	**$ -**	**$ -**	**$ 20,000.00**	**$ -**	**$ -**	**$ -**	**$ 170,000.00**
Fees									
40108 · PERMITS-T		$ 3,000.00							$ 3,000.00
40509 · Travel Lift Fees - T									$ -
40609 · Haul Out Fees - T									$ -
40618 · Boat Launch Fees - T									$ -
40808 · Pilotage Services - T									$ -
41308.1 · Poundage - T				$ 1,000.00					$ 1,000.00
41818 · Late Charges/Interest - T		$ 10,000.00		$ 40.00					$ 10,040.00
41819 · Late Charges/Interest - NT		$ 700.00							$ 700.00
45608 · Chevron - Ports O&M - T						$ 32,350.00			$ 32,350.00
Total Fees	**$ -**	**$ 13,700.00**	**$ -**	**$ 1,040.00**	**$ -**	**$ 32,350.00**	**$ -**	**$ -**	**$ 47,090.00**
Float Replacement Account									
41418 · Float Replacement		$ 70,000.00							$ 70,000.00
Total Float Replacement Account	**$ -**	**$ 70,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 70,000.00**
Grant Revenue									
Conservation Grants									$ -
45208.3 · Conservation Grants, Gov't - T							$ 194,000.00		$ 194,000.00
Total Conservation Grants									
Facilities Grants									
45300 · Facilities Grants, Other - NT									$ -
Total Facilities Grants									
Harbor Grants									
45208.1 · Harbor Grants, Gov't - T									$ -
Total Harbor Grants									
Recreation Grants									
45208.2 · Recreation Grants, Gov't - T									$ -
Total Recreation Grants									
Total Grant Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 194,000.00**	**$ -**	**$ 194,000.00**
Harbor Surcharge									
40908 · Harbor Improvement Surcharge-T						$ 210,000.00			$ 210,000.00
Total Harbor Surcharge	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 210,000.00**	**$ -**	**$ -**	**$ 210,000.00**
Interest Revenue									
43108 · Interest Income - T			$ 160,800.00						$ 160,800.00
43109 · Interest Income - NT	$ 3,000.00					$ 1,000.00			$ 4,000.00
43309 · Interest On Del Accts - NT									$ -
43318 · Interest On Del Accts - T									$ -
Total Interest Revenue	**$ 3,000.00**	**$ -**	**$ 160,800.00**	**$ -**	**$ -**	**$ 1,000.00**	**$ -**	**$ -**	**$ 164,800.00**
Other Revenue									
45908 · Other Revenue - T						$ 2,650.00			$ 2,650.00
45909 · Other Revenue - NT	$ 36,000.00				$ 18,972.00	$ 1,550.00			$ 56,522.00
Total Other Revenue	**$ 36,000.00**	**$ -**	**$ -**	**$ -**	**$ 18,972.00**	**$ 4,200.00**	**$ -**	**$ -**	**$ 59,172.00**
Rent Income									
40218 · Slip Rents - T		$ 508,000.00							$ 508,000.00
40318.1 · Transient Rentals - T		$ 43,000.00							$ 43,000.00
40519 · Equipment Rent - NT		$ 4,500.00							$ 4,500.00

	General	WIM	RMT2	RW Dock	FLBY	Tidelands	SC	Grants	Grand Total
40809 · Yard Rent - NT		$ 10,000.00		$ 19,500.00	$ 32,858.00				$ 62,358.00
41108 · Rents, Tidelands Leases - T						$ 430,000.00			$ 430,000.00
41309 · Storage - NT		$ 25,000.00		$ 11,200.00	$ 3,702.00				$ 39,902.00
Rent Income Subtotal	**$ -**	**$ 590,500.00**	**$ -**	**$ 30,700.00**	**$ 36,560.00**	**$ 430,000.00**	**$ -**	**$ -**	**$ 1,087,760.00**
41409 · Upland Rent - NT									$ -
41409.2 · Redwood Terminal 2 - NMTC									$ -
41409 · Upland Rent - NT - Other		$ 140,000.00	$ 620,050.00		$ 21,000.00				$ 781,050.00
Total 41409 · Upland Rent - NT	**$ -**	**$ 140,000.00**	**$ 620,050.00**		**$ 21,000.00**	**$ -**	**$ -**	**$ -**	**$ 781,050.00**
Total Rent Income	**$ -**	**$ 730,500.00**	**$ 620,050.00**	**$ 30,700.00**	**$ 57,560.00**	**$ 430,000.00**	**$ -**	**$ -**	**$ 1,868,810.00**
Sales									
40109 · Sales, Retail - NT		$ 300.00							$ 300.00
40119 · Concession Sales - NT		$ 6,100.00							$ 6,100.00
Total Sales	**$ -**	**$ 6,400.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,400.00**
Tax Revenue									
43509 · Property Tax Revenues	$ 1,267,078.00								$ 1,267,078.00
43609 · HOMEOWNERS EXEMPT G/NT	$ 6,000.00								$ 6,000.00
43809 · TIMBER YIELD TAX GUAR G/NT	$ 5,100.00								$ 5,100.00
45009 · Other Federal Tax Revenue									$ -
Total Tax Revenue	**$ 1,278,178.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,278,178.00**
Utility Surcharge									
40409 · Utility Surcharge - NT		$ 4,300.00	$ 37,000.00	$ 13,000.00	$ 27,800.00				$ 82,100.00
40418 · Utility Surcharge, Marina Dock		$ 47,500.00	$ 650.00						$ 48,150.00
Total Utility Surcharge		**$ 51,800.00**	**$ 37,650.00**	**$ 13,000.00**	**$ 27,800.00**	**$ -**	**$ -**	**$ -**	**$ 130,250.00**
47019 · Returned Check Charges		$ -					$ -		$ -
52708.1 · Discount		$ -					$ -		$ -
Total Income	**$ 1,317,178.00**	**$ 1,022,500.00**	**$ 818,500.00**	**$ 44,740.00**	**$ 124,332.00**	**$ 677,550.00**	**$ 194,000.00**	**$ -**	**$ 4,198,800.00**
Gross Profit	**$ 1,317,178.00**	**$ 1,022,500.00**	**$ 818,500.00**	**$ 44,740.00**	**$ 124,332.00**	**$ 677,550.00**	**$ 194,000.00**	**$ -**	**$ 4,198,800.00**
Expense									
Accounting/Auditing Services									
52500 · Accounting Fees - T	$ 44,000.00								$ 44,000.00
52508 · Accounting Fees - NT	$ 17,500.00								$ 17,500.00
Total Accounting/Auditing Services	**$ 61,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 61,500.00**
Advertising & Promotion									
51000 · Advertising & Promotion - NT	$ 2,700.00		$ 450.00						$ 3,150.00
51008 · Advertising & Promotion - T	$ 400.00	$ 1,000.00							$ 1,400.00
Total Advertising & Promotion	**$ 3,100.00**	**$ 1,000.00**	**$ 450.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,550.00**
Bad Debts									
51308 · Bad Debts - T									$ -
51309 · Bad Debts - NT									$ -
Total Bad Debts	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Capital Outlay									
53608 · Expenses Pending Transfer - Ves									$ -
53609 · Expenses Pending Transfer-Bldg		$ 52,000.00		$ 6,500.00			$ 32,000.00		$ 90,500.00
53618 · Expenses Pending Transfer-Auto									$ -
53619 · Expenses Pending Transfer - Eq									$ -
Total Capital Outlay	**$ -**	**$ 52,000.00**	**$ -**	**$ 6,500.00**	**$ -**	**$ -**	**$ 32,000.00**	**$ -**	**$ 90,500.00**
Communications									
51400 · Communications - NT	$ 8,700.00	$ 6,400.00	$ 11,200.00						$ 26,300.00
51408 · Communications - T	$ 500.00	$ 6,600.00							$ 7,100.00
Total Communications	**$ 9,200.00**	**$ 13,000.00**	**$ 11,200.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 33,400.00**
Conference & Meetings									
51500 · Conferences & Meetings - NT	$ 5,000.00	$ 2,000.00	$ 1,500.00						$ 8,500.00
51508 · Conferences & Meetings - T		$ 2,000.00							$ 2,000.00
Conference & Meetings - Other	$ 2,000.00								$ 2,000.00
Total Conference & Meetings	**$ 7,000.00**	**$ 4,000.00**	**$ 1,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,500.00**

	General	WIM	RMT2	RW Dock	FLBY	Tidelands	SC	Grants	Grand Total
Depreciation									
53509 · Depreciation - NT									$ -
Total Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dredging Expense									
55608 · Dredging Expense - T		$ 218,000.00							$ 218,000.00
56708 · Dredging - GT									$ -
56718 · Dredging - MT		$ 100,000.00							$ 100,000.00
Dredging Expense - Other									$ -
Total Dredging Expense	$ -	$ 318,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 318,000.00
Dues, Subscriptions & Licences									
51600 · Dues & Subscriptions - NT	$ 51,000.00								$ 51,000.00
51608 · Dues & Subscriptions - T	$ 10,000.00					$ 100.00			$ 10,100.00
Total Dues, Subscriptions & Licences	$ 61,000.00	$ -	$ -	$ -	$ -	$ 100.00	$ -	$ -	$ 61,100.00
Elections & Government Fees									
51700 · Elections & Prop Tax Assess-NT	$ 4,800.00		$ 44,000.00						$ 48,800.00
Total Elections & Government Fees	$ 4,800.00	$ -	$ 44,000.00	$ -	$ -	$ -	$ -	$ -	$ 48,800.00
Engineering Services									
52400 · Engineering Fees - NT	$ 48,000.00		$ 20,000.00		$ 500.00				$ 68,500.00
52408 · Engineering Fees - T	$ 12,000.00				$ 5,700.00				$ 17,700.00
Total Engineering Services	$ 60,000.00	$ -	$ 20,000.00	$ -	$ 6,200.00	$ -	$ -	$ -	$ 86,200.00
Fuel									
50400 · IMPUTED AUTO VALUE G/A	$ 1,300.00								$ 1,300.00
51200 · Automotive, Fuel- NT	$ 4,100.00	$ 300.00							$ 4,400.00
51208 · Vessel Fuel	$ 6,500.00								$ 6,500.00
51218 · Automotive, Fuel - T	$ 5,400.00								$ 5,400.00
Total Fuel	$ 17,300.00	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,600.00
Grant Expenses									
Conservation Grant Expenses									$ -
54408.3 · Conservation Grant Exp							$ 194,000.00		$ 194,000.00
Total Conservation Grant Expenses	$ -	$ -	$ -	$ -	$ -		$ 194,000.00	$ -	$ 194,000.00
Harbor Grant Expenses									
54408.1 · Harbor Grant Exp	$ -	$ -							$ -
Total Harbor Grant Expenses									
Recreation Grant Expenses									
54408.2 · Recreation Grant Exp	$ -	$ -							$ -
Total Recreation Grant Expenses									
55000 · Overhead - Grant	$ -	$ -							$ -
Total Grant Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ 194,000.00	$ -	$ 194,000.00
Insurance									
51800 · Insurance - NT	$ 10,000.00	$ 44,500.00	$ 19,000.00		$ 12,000.00		$ 7,500.00		$ 93,000.00
51808 · Insurance - T	$ -					$ 14,550.00			$ 14,550.00
Total Insurance	$ 10,000.00	$ 44,500.00	$ 19,000.00		$ 12,000.00	$ 14,550.00	$ 7,500.00		$ 107,550.00
Interest Expense									
55108 · Interest Expense - T						$ 55,000.00			$ 55,000.00
55109 · Interest Expense - NT	$ 1,900.00	$ 32,600.00	$ 87,200.00						$ 121,700.00
55119 · INTEREST EXPENSE M/NT									$ -
Total Interest Expense	$ 1,900.00	$ 32,600.00	$ 87,200.00			$ 55,000.00	$ -		$ 176,700.00
Legal Services									
52300 · Legal Fees - NT	$ 43,000.00						$ -		$ 43,000.00
52308 · Legal Fees - T	$ 10,000.00								$ 10,000.00
Total Legal Services	$ 53,000.00						$ -		$ 53,000.00
Maintenance - Equipment									
51209 · Automotive, Repairs - NT	$ 650.00	$ 1,000.00	$ 3,000.00						$ 4,650.00
52710 · Repairs & Maint, Equip - NT	$ 250.00	$ -	$ 7,000.00	$ 1,500.00	$ 25,500.00				$ 34,250.00
52718 · Repairs & Maint, Equip - T		$ 7,500.00							$ 7,500.00
Total Maintenance - Equipment	$ 900.00	$ 8,500.00	$ 10,000.00	$ 1,500.00	$ 25,500.00	$ -			$ 46,400.00

	General	WIM	RMT2	RW Dock	FLBY	Tidelands	SC	Grants	Grand Total
Maintenance - Facilities									
52708 · Repairs & Maint, Facilities - T		$ 52,500.00	$ 8,700.00	$ 23,500.00		$ 13,500.00	$ 2,500.00		$ 100,700.00
52709 · REPAIRS & MAINTENANCE G/NT		$ 46,000.00		$ 5,000.00					$ 51,000.00
52719 · Repairs & Maint, Facilities - N		$ 4,500.00	$ 40,100.00	$ 14,500.00					$ 59,100.00
Total Maintenance - Facilities	**$ -**	**$ 103,000.00**	**$ 48,800.00**	**$ 43,000.00**	**$ -**	**$ 13,500.00**	**$ 2,500.00**	**$ -**	**$ 210,800.00**
Maintenance - IT									
57008 · Maintenance, IT Equip - T	$ 700.00								$ 700.00
57009 · Maintenance, IT Equip - NT	$ 100.00	$ 1,300.00	$ 2,500.00						$ 3,900.00
Maintenance - IT - Other									$ -
Total Maintenance - IT	**$ 800.00**	**$ 1,300.00**	**$ 2,500.00**						**$ 4,600.00**
Maintenance Supplies									
52008 · Maintenance Supplies - T		$ 2,100.00							$ 2,100.00
52010 · Maintenance Supplies - NT		$ 7,100.00	$ 4,150.00						$ 11,250.00
Maintenance Supplies - Other									$ -
Total Maintenance Supplies	**$ -**	**$ 9,200.00**	**$ 4,150.00**	**$ -**	**$ -**				**$ 13,350.00**
Office Supplies									
51900 · Office Supplies - NT	$ 16,000.00		$ 180.00						$ 16,180.00
51908 · Office Supplies - T	$ 6,000.00	$ 1,000.00							$ 7,000.00
51918 · OFFICE EXPENSE M/T									$ -
52100 · Outside Services - NT									$ -
Total Office Supplies	**$ 22,000.00**	**$ 1,000.00**	**$ 180.00**		**$ -**	**$ -**		**$ -**	**$ 23,180.00**
Other Expenses									
54109 · Sea Scouts Expense - NT									$ -
55418 · Other Expenses - T									$ -
55419 · Other Expenses - NT	$ 7,500.00						$ -		$ 7,500.00
Total Other Expenses	**$ 7,500.00**	**$ -**		**$ -**	**$ -**		**$ -**		**$ 7,500.00**
Other Professional/Outside Serv									
52109 · Outside Services, Other - NT				$ 7,500.00			$ 35,000.00		$ 42,500.00
52110 · OUTSIDE SERVICES M/A		$ 3,000.00							$ 3,000.00
52118 · Outside Services, Other - T						$ 100,000.00			$ 100,000.00
Total Other Professional/Outside Serv	**$ -**	**$ 3,000.00**	**$ -**	**$ 7,500.00**	**$ -**	**$ 100,000.00**	**$ 35,000.00**	**$ -**	**$ 145,500.00**
Permits									
51610 · Permits - NT									$ -
51618 · Permits - T									$ -
Total Permits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**			**$ -**
Personnel Expenses									
Commissioners Fees									
50200 · Commissioner's Salaries - NT	$ 17,640.00								$ 17,640.00
50208 · Commissioner's Salaries - T	$ 7,560.00								$ 7,560.00
Total Commissioners Fees	**$ 25,200.00**								**$ 25,200.00**
Contract Temporary Services									
50310 · Contract Temporary Services - N									$ -
Total Contract Temporary Services									**$ -**
Payroll Burden									
50500 · Payroll Benefits, Other - NT	$ 155,336.00	$ 231,127.00	$ 98,402.00	$ 46,541.00	$ 21,844.00				$ 553,250.00
50508 · Payroll Benefits, Other - T									$ -
50510 · PAYROLL BENEFITS M/A									$ -
6560 · Workers' Comp				$ -					$ -
Total Payroll Burden	**$ 155,336.00**	**$ 231,127.00**	**$ 98,402.00**	**$ 46,541.00**	**$ 21,844.00**		**$ -**		**$ 553,250.00**
Salaries/Wages									
50100 · Salaries & Wages - NT	$ 275,429.00	$ 368,580.00	$ 123,045.00	$ 67,755.00	$ 31,147.00				$ 865,956.00
50108 · Salaries & Wages - T									$ -
50119 · Sal. & Wages, Part-time - NT									$ -
Salaries/Wages - Other									$ -
Total Salaries/Wages	**$ 275,429.00**	**$ 368,580.00**	**$ 123,045.00**	**$ 67,755.00**	**$ 31,147.00**	**$ -**	**$ -**		**$ 865,956.00**
Total Personnel Expenses	**$ 455,965.00**	**$ 599,707.00**	**$ 221,447.00**	**$ 114,296.00**	**$ 52,991.00**	**$ -**	**$ -**		**$ 1,444,406.00**

	General	WIM	RMT2	RW Dock	FLBY	Tidelands	SC	Grants	Grand Total	
Planning Services										
52200 · Planning Fees - NT	$ 61,600.00								$ 61,600.00	
52208 · Planning Fees - T	$ 8,400.00								$ 8,400.00	
Total Planning Services	**$ 70,000.00**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**		**$ 70,000.00**	
Rent Expense										
54308 · Redwood Terminal 2 Lease Expense			$ 211,800.00						$ 211,800.00	
54409 · Lease Expense - RT2									$ -	
Total Rent Expense			**$ 211,800.00**			**$ -**			**$ 211,800.00**	
Small Tools										
52800 · Small Tools - NT	$ 700.00		$ 2,500.00						$ 3,200.00	
52808 · Small Tools - T									$ -	
Small Tools - Other									$ -	
Total Small Tools	**$ 700.00**	**$ -**	**$ 2,500.00**	**$ -**	**$ -**		**$ -**		**$ 3,200.00**	
Utilities										
52909 · Utilities - NT	$ 12,000.00		$ 216,000.00	$ 7,000.00	$ 24,000.00				$ 259,000.00	
52918 · Utilities - T									$ -	
53000 · Water, Sewer, & Refuse - NT	$ 80.00		$ 16,000.00	$ 150.00	$ 3,800.00				$ 20,030.00	
53008 · Water, Sewer, & Refuse - T									$ -	
Total Utilities	**$ 12,080.00**	**$ -**	**$ 232,000.00**	**$ 7,150.00**	**$ 27,800.00**		**$ -**		**$ 279,030.00**	
57018 · Bank Service Charges									$ -	
66900 · Reconciliation Discrepancies									$ -	
Total Expense	**$ 858,745**	**$ 1,191,107**	**$ 916,727**	**$ 179,946**	**$ 124,491**	**$ 183,150**	**$ 271,000**	**$ -**	**$ 3,725,166**	
Net Ordinary Income	**$ 458,433**	**$ (168,607)**	**$ (98,227)**	**$ (135,206)**	**$ (159)**	**$ 494,400**	**$ (77,000)**	**$ -**	**$ 473,634**	
Net Income										
Debt Principal Payments:										
Bond		81,800				138,200			220,000	
Coast Seafoods		176,500							176,500	
BBVA Loan			93,100						93,100	
Total	**-**	**258,300**	**93,100**	**-**	**-**	**138,200**	**-**	**-**	**489,600**	
Other Debt (including interest):										
CalPERS Unf. Liab.	87,767								87,767	
									87,767	
Reserve Deposit										
General Reserve									-	
Dredge Fund									-	
Float Replacement		42,500							42,500	
	-	**42,500**	**-**	**-**	**-**	**-**	**-**	**-**	**42,500**	
Net Income - Debt -Reserve Deposit	**458,433**	**(469,407)**	**(191,327)**	**(135,206)**	**(159)**	**356,200**	**(77,000)**	**-**	**(146,233)**	**Need $**
									171,767	Dredge Expense
Reserve Withdrawl										
General Reserve									-	
Dredge Fund		148,000							148,000	
Float Replacement									-	
	-	**148,000**	**-**	**-**	**-**	**-**	**-**	**-**	**148,000**	
Grand Total: Income Minus Expense	**458,433**	**(321,407)**	**(191,327)**	**(135,206)**	**(159)**	**356,200**	**(77,000)**	**-**	**1,767**	

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 1

Projected Cash Balances - Assuming no Nordic Aquafarms or RTI Cable Landing Revenue in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredge/Float/Harb. Surcharges	450,000	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
Grants	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Taxes	1,192,000			36,000			560,000				566,000		30,000
Interest Income	164,800	338	338	40,525	338	338	40,525	338	338	40,525	338	338	40,524
Slip Rents	551,000	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917
Upland Rent	875,810	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984
Tidelands Rent	430,000	27,147	27,147	27,147	27,147	27,147	27,147	47,329	27,147	111,197	27,147	27,147	27,147
Fees, Sales, and Other Income	243,012	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251
RTI Cable Landing	-	-	-	-	-	-	-	-	-	-	-	-	-
Nordic Aquafarm Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income	4,100,622	220,304	220,304	296,491	220,304	220,304	820,491	240,486	220,304	344,541	786,304	220,304	290,490
EXPENSE													
Salaries & Wages	891,156	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263
Payroll Burden	553,250	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
Insurance	107,550	107,550											
Utilities	279,030	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253
Repairs & Maintenance	228,750	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063
Professional Services	270,700	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558
Outside Services	345,500	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792
Capital Outlay, excluding dredging	90,500	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542
HBDA Lease Payments	211,800		52,167			52,167			53,733			53,733	
Grant Expenses	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Interest Expense	176,700	1,625	1,625	1,625	1,625	1,625	80,225	1,625	1,625	1,625	1,625	1,625	80,225
All Other Expenses	258,230	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519
Debt Principal Payments:													
Bond	220,000						110,000						110,000
Coast Seafoods	176,500	11,375	11,375	11,375	11,375	11,375	11,375	11,375	51,375	11,375	11,375	11,375	11,375
BBVA Loan	93,100						46,550						46,550
CalPERS Unfunded Liab.	87,767	87,767											
Total Expense Before Dredging	4,184,533	467,577	324,427	272,260	272,260	324,427	507,410	272,260	365,993	272,260	272,260	325,993	507,410
Dredging Expense	318,000		159,000	159,000									
Total Expense	4,502,533	467,577	483,427	431,260	272,260	324,427	507,410	272,260	365,993	272,260	272,260	325,993	507,410
Increase (Decrease) in Cash	**(401,911)**	**(247,273)**	**(263,123)**	**(134,769)**	**(51,956)**	**(104,123)**	**313,081**	**(31,774)**	**(145,689)**	**72,281**	**514,044**	**(105,689)**	**(216,920)**
Projected Beginning Cash Balance	950,000	950,000	702,727	439,604	304,835	252,879	148,756	461,837	430,062	284,373	356,654	870,698	765,009
Projected Ending Cash	**548,089**	**702,727**	**439,604**	**304,835**	**252,879**	**148,756**	**461,837**	**430,062**	**284,373**	**356,654**	**870,698**	**765,009**	**548,089**

ASSUMPTIONS:

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 1

Projected Cash Balances - Assuming no Nordic Aquafarms or RTI Cable Landing Revenue in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1. Income and expenses are per 2021/22 budget except:													
a) Nordic Aquafarms Revenue:													
i. One-time revenue for use of electrical substation revenue, beginning 1/31/22	-												
b) RTI Cable Landings Revenue:													
landing	-												
ii. Final installment for 1st cable landing	-												
iii. Payment for 2nd cable landing	-												
c) Additional expense for Coast Seafoods one-time debt payments	-												
d) Tax revenue was reduced from $1,278,178 to $1,192,000.													
e) Beginning cash balance, 7/1/21	$ 950,000												

2. Income and expenses are incurred evenly throughout the year except for:
   a) Taxes are received mainly in December and April.
   b) Quarterly NMTC interest income of $40,187 is received in Sept, Dec, March, and June.
   c) CalPERS unfunded liability is paid in July rather than paid in monthly installments.
   d) Insurance expense is paid in July.
   e) Lease payments to HBDA are paid in August, November, February, and May.
   f) Debt payments for bond and BBVA loan are paid in December and June, and extra $40,000 principal payment for Coast Seafoods is paid in February.
   g) Dredging expense is all incurred in August and September.

3. No large unusual, one-time 6/30/21 accounts or grants receivable that are expected to be collected in 2021/2022.

Reconciliation to Budget	
Increase (Decrease) in Cash per above	(401,911)
Less: RTI Cable landing income not included in prelim budget	-
Less: Nordic Aquafarms income not included in prelim budget	-
Add: Additional debt principal payments not in prelim budget	-
Transfer to reserves	(42,500)
Transfer from reserves	148,000
Budgeted Net Income	(296,411)

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 2

Projected Cash Balances - Assuming Revenues for Both Nordic Aquafarms and RTI Cable Landing in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredge/Float/Harb. Surcharges	450,000	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
Grants	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Taxes	1,192,000			36,000			560,000				566,000		30,000
Interest Income	164,800	338	338	40,525	338	338	40,525	338	338	40,525	338	338	40,524
Slip Rents	551,000	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917
Upland Rent	875,810	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984
Tidelands Rent	430,000	27,147	27,147	27,147	27,147	27,147	27,147	47,329	27,147	111,197	27,147	27,147	27,147
Fees, Sales, and Other Income	243,012	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251
RTI Cable Landing	1,383,000	-	-	425,000	-	-	958,000	-	-	-	-	-	-
Nordic Aquafarm Payments	687,002	-	-	-	-	-	-	531,167	31,167	31,167	31,167	31,167	31,167
Total Income	6,170,624	220,304	220,304	721,491	220,304	220,304	1,778,491	771,653	251,471	375,708	817,471	251,471	321,657
EXPENSE													
Salaries & Wages	891,156	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263
Payroll Burden	553,250	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
Insurance	107,550	107,550											
Utilities	279,030	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253
Repairs & Maintenance	228,750	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063
Professional Services	270,700	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558
Outside Services	345,500	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792
Capital Outlay, excluding dredging	90,500	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542
HBDA Lease Payments	211,800		52,167			52,167			53,733			53,733	
Grant Expenses	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Interest Expense	176,700	1,625	1,625	1,625	1,625	1,625	80,225	1,625	1,625	1,625	1,625	1,625	80,225
All Other Expenses	258,230	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519
Debt Principal Payments:													
Bond	220,000						110,000						110,000
Coast Seafoods	674,028	11,375	11,375	436,375	11,375	11,375	192,153	-	-	-	-	-	-
BBVA Loan	93,100						46,550						46,550
CalPERS Unfunded Liab.	87,767	87,767											
Total Expense Before Dredging	4,682,061	467,577	324,427	697,260	272,260	324,427	688,188	260,885	314,618	260,885	260,885	314,618	496,035
Dredging Expense	318,000		159,000	159,000									
Total Expense	5,000,061	467,577	483,427	856,260	272,260	324,427	688,188	260,885	314,618	260,885	260,885	314,618	496,035
Increase (Decrease) in Cash	**1,170,563**	**(247,273)**	**(263,123)**	**(134,769)**	**(51,956)**	**(104,123)**	**1,090,303**	**510,768**	**(63,147)**	**114,823**	**556,586**	**(63,147)**	**(174,378)**
Projected Beginning Cash Balance	950,000	950,000	702,727	439,604	304,835	252,879	148,756	1,239,059	1,749,826	1,686,679	1,801,502	2,358,088	2,294,941
Projected Ending Cash	**#####**	**702,727**	**439,604**	**304,835**	**252,879**	**148,756**	**1,239,059**	**1,749,826**	**1,686,679**	**1,801,502**	**2,358,088**	**2,294,941**	**2,120,563**

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 2

Projected Cash Balances - Assuming Revenues for Both Nordic Aquafarms and RTI Cable Landing in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
ASSUMPTIONS													
1. Income and expenses are per 2021/22 budget except:													
a) Nordic Aquafarms Revenue:													
i. One-time revenue for use of electrical substation	500,000							500,000					
revenue, beginning 1/31/22	187,002							31,167	31,167	31,167	31,167	31,167	31,167
b) RTI Cable Landings Revenue:													
landing	425,000			425,000									
ii. Final installment for 1st cable landing	625,000						625,000						
iii. Payment for 2nd cable landing	333,000						333,000						
c) Change in Coast Seafoods debt payments	497,528			425,000			180,778	(11,375)	(51,375)	(11,375)	(11,375)	(11,375)	(11,375)
d) Tax revenue was reduced from $1,278,178 to $1,192,000.	(86,178)												
e) Beginning cash balance, 7/1/21	$ 950,000												

2. Income and expenses are incurred evenly throughout the year except for:
   a) Taxes are received mainly in December and April.
   b) Quarterly NMTC interest income of $40,187 is received in Sept, Dec, March, and June.
   c) CalPERS unfunded liability is paid in July rather than paid in monthly installments.
   d) Insurance expense is paid in July.
   e) Lease payments to HBDA are paid in August, November, February, and May.
   f) Debt payments for bond and BBVA loan are paid in December and June, and extra $40,000 principal payment for Coast Seafoods is paid in February.
   g) Dredging expense is all incurred in August and September.

3. No large unusual, one-time 6/30/21 accounts or grants receivable that are expected to be collected in 2021/2022.

Reconciliation to Budget	
Increase (Decrease) in Cash per above	1,170,563
Less: RTI Cable landing income not included in prelim budget	(1,383,000)
Less: Nordic Aquafarms income not included in prelim budget	(687,002)
Add: Additional debt principal payments not in prelim budget	497,528
Transfer to reserves	(42,500)
Transfer from reserves	148,000
Budgeted Net Income	(296,411)

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 3

Projected Cash Balances - Assuming RTI Cable Landing Revenue But No Nordic Aquafarms Revenues in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredge/Float/Harb. Surcharges	450,000	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
Grants	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Taxes	1,192,000			36,000			560,000				566,000		30,000
Interest Income	164,800	338	338	40,525	338	338	40,525	338	338	40,525	338	338	40,524
Slip Rents	551,000	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917
Upland Rent	875,810	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984
Tidelands Rent	430,000	27,147	27,147	27,147	27,147	27,147	27,147	47,329	27,147	111,197	27,147	27,147	27,147
Fees, Sales, and Other Income	243,012	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251
RTI Cable Landing	1,383,000	-	-	425,000	-	-	958,000	-	-	-	-	-	-
Nordic Aquafarm Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income	5,483,622	220,304	220,304	721,491	220,304	220,304	1,778,491	240,486	220,304	344,541	786,304	220,304	290,490
EXPENSE													
Salaries & Wages	891,156	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263
Payroll Burden	553,250	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
Insurance	107,550	107,550											
Utilities	279,030	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253
Repairs & Maintenance	228,750	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063
Professional Services	270,700	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558
Outside Services	345,500	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792
Capital Outlay, excluding dredging	90,500	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542
HBDA Lease Payments	211,800		52,167			52,167			53,733			53,733	
Grant Expenses	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Interest Expense	176,700	1,625	1,625	1,625	1,625	1,625	80,225	1,625	1,625	1,625	1,625	1,625	80,225
All Other Expenses	258,230	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519
Debt Principal Payments:													
Bond	220,000						110,000						110,000
Coast Seafoods	674,028	11,375	11,375	436,375	11,375	11,375	192,153	-	-	-	-	-	-
BBVA Loan	93,100						46,550						46,550
CalPERS Unfunded Liab.	87,767	87,767											
Total Expense Before Dredging	4,682,061	467,577	324,427	697,260	272,260	324,427	688,188	260,885	314,618	260,885	260,885	314,618	496,035
Dredging Expense	318,000		159,000	159,000									
Total Expense	5,000,061	467,577	483,427	856,260	272,260	324,427	688,188	260,885	314,618	260,885	260,885	314,618	496,035
Increase (Decrease) in Cash	**483,561**	**(247,273)**	**(263,123)**	**(134,769)**	**(51,956)**	**(104,123)**	**1,090,303**	**(20,399)**	**(94,314)**	**83,656**	**525,419**	**(94,314)**	**(205,545)**
Projected Beginning Cash Balance	950,000	950,000	702,727	439,604	304,835	252,879	148,756	1,239,059	1,218,659	1,124,345	1,208,001	1,733,420	1,639,106
Projected Ending Cash	**1,433,561**	**702,727**	**439,604**	**304,835**	**252,879**	**148,756**	**1,239,059**	**1,218,659**	**1,124,345**	**1,208,001**	**1,733,420**	**1,639,106**	**1,433,561**

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 3

Projected Cash Balances - Assuming RTI Cable Landing Revenue But No Nordic Aquafarms Revenues in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
ASSUMPTIONS													
1. Income and expenses are per 2021/22 budget except:													
a) Nordic Aquafarms Revenue:													
i. One-time revenue for use of electrical substation	-												
revenue, beginning 1/31/22	-												
b) RTI Cable Landings Revenue:													
landing	425,000			425,000									
ii. Final installment for 1st cable landing	625,000						625,000						
iii. Payment for 2nd cable landing	333,000						333,000						
c) Additional expense for Coast Seafoods one-time debt payments	497,528			425,000			180,778	(11,375)	(51,375)	(11,375)	(11,375)	(11,375)	(11,375)
d) Tax revenue was reduced from $1,278,178 to $1,192,000.	(86,178)												
e) Beginning cash balance, 7/1/21	$ 950,000												

2. Income and expenses are incurred evenly throughout the year except for:
   a) Taxes are received mainly in December and April.
   b) Quarterly NMTC interest income of $40,187 is received in Sept, Dec, March, and June.
   c) CalPERS unfunded liability is paid in July rather than paid in monthly installments.
   d) Insurance expense is paid in July.
   e) Lease payments to HBDA are paid in August, November, February, and May.
   f) Debt payments for bond and BBVA loan are paid in December and June, and extra $40,000 principal payment for Coast Seafoods is paid in February.
   g) Dredging expense is all incurred in August and September.

3. No large unusual, one-time 6/30/21 accounts or grants receivable that are expected to be collected in 2021/2022.

Reconciliation to Budget	
Increase (Decrease) in Cash per above	483,561
Less: RTI Cable landing income not included in prelim budget	(1,383,000)
Less: Nordic Aquafarms income not included in prelim budget	-
Add: Additional debt principal payments not in prelim budget	497,528
Transfer to reserves	(42,500)
Transfer from reserves	148,000
Budgeted Net Income	(296,411)

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 4

Projected Cash Balances - Assuming Nordic Aquafarms Revenues But No RTI Cable Landing Revenue in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredge/Float/Harb. Surcharges	450,000	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
Grants	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Taxes	1,192,000			36,000			560,000				566,000		30,000
Interest Income	164,800	338	338	40,525	338	338	40,525	338	338	40,525	338	338	40,524
Slip Rents	551,000	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917	45,917
Upland Rent	875,810	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984	72,984
Tidelands Rent	430,000	27,147	27,147	27,147	27,147	27,147	27,147	47,329	27,147	111,197	27,147	27,147	27,147
Fees, Sales, and Other Income	243,012	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251	20,251
RTI Cable Landing	-	-	-	-	-	-	-	-	-	-	-	-	-
Nordic Aquafarm Payments	687,002	-	-	-	-	-	-	531,167	31,167	31,167	31,167	31,167	31,167
Total Income	4,787,624	220,304	220,304	296,491	220,304	220,304	820,491	771,653	251,471	375,708	817,471	251,471	321,657
EXPENSE													
Salaries & Wages	891,156	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263	74,263
Payroll Burden	553,250	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
Insurance	107,550	107,550											
Utilities	279,030	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253	23,253
Repairs & Maintenance	228,750	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063	19,063
Professional Services	270,700	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558	22,558
Outside Services	345,500	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792	28,792
Capital Outlay, excluding dredging	90,500	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542	7,542
HBDA Lease Payments	211,800		52,167			52,167			53,733			53,733	
Grant Expenses	194,000	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167	16,167
Interest Expense	176,700	1,625	1,625	1,625	1,625	1,625	80,225	1,625	1,625	1,625	1,625	1,625	80,225
All Other Expenses	258,230	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519	21,519
Debt Principal Payments:													
Bond	220,000						110,000						110,000
Coast Seafoods	668,550	11,375	11,375	11,375	11,375	11,375	11,375	511,375	51,375	11,375	11,375	11,375	3,425
BBVA Loan	93,100						46,550						46,550
CalPERS Unfunded Liab.	87,767	87,767											
Total Expense Before Dredging	4,676,583	467,577	324,427	272,260	272,260	324,427	507,410	772,260	365,993	272,260	272,260	325,993	499,460
Dredging Expense	318,000		159,000	159,000									
Total Expense	4,994,583	467,577	483,427	431,260	272,260	324,427	507,410	772,260	365,993	272,260	272,260	325,993	499,460
Increase (Decrease) in Cash	**(206,959)**	**(247,273)**	**(263,123)**	**(134,769)**	**(51,956)**	**(104,123)**	**313,081**	**(607)**	**(114,522)**	**103,448**	**545,211**	**(74,522)**	**(177,803)**
Projected Beginning Cash Balance	950,000	950,000	702,727	439,604	304,835	252,879	148,756	461,837	461,229	346,707	450,155	995,366	920,844
Projected Ending Cash	**743,041**	**702,727**	**439,604**	**304,835**	**252,879**	**148,756**	**461,837**	**461,229**	**346,707**	**450,155**	**995,366**	**920,844**	**743,041**

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Scenario 4

Projected Cash Balances - Assuming Nordic Aquafarms Revenues But No RTI Cable Landing Revenue in 2021-22

FYE 6/30/2022

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
ASSUMPTIONS													
1. Income and expenses are per 2021/22 budget except:													
a) Nordic Aquafarms Revenue:													
i. One-time revenue for use of electrical substation	500,000							500,000					
revenue, beginning 1/31/22	187,002							31,167	31,167	31,167	31,167	31,167	31,167
b) RTI Cable Landings Revenue:													
landing	-												
ii. Final installment for 1st cable landing	-												
iii. Payment for 2nd cable landing	-												
c) Additional expense for Coast Seafoods one-time debt payments	492,050							500,000					(7,950)
d) Tax revenue was reduced from $1,278,178 to $1,192,000.	(86,178)												
e) Beginning cash balance, 7/1/21	$ 950,000												

2. Income and expenses are incurred evenly throughout the year except for:
   a) Taxes are received mainly in December and April.
   b) Quarterly NMTC interest income of $40,187 is received in Sept, Dec, March, and June.
   c) CalPERS unfunded liability is paid in July rather than paid in monthly installments.
   d) Insurance expense is paid in July.
   e) Lease payments to HBDA are paid in August, November, February, and May.
   f) Debt payments for bond and BBVA loan are paid in December and June, and extra $40,000 principal payment for Coast Seafoods is paid in February.
   g) Dredging expense is all incurred in August and September.

3. No large unusual, one-time 6/30/21 accounts or grants receivable that are expected to be collected in 2021/2022.

Reconciliation to Budget	
Increase (Decrease) in Cash per above	(206,959)
Less: RTI Cable landing income not included in prelim budget	-
Less: Nordic Aquafarms income not included in prelim budget	(687,002)
Add: Additional debt principal payments not in prelim budget	492,050
Transfer to reserves	(42,500)
Transfer from reserves	148,000
Budgeted Net Income	(296,411)

Attachment C

BUDGET PROCESS AND POLICIES

With the adoption of the annual budget, the Board recognizes that the appropriations for the many operating activities and capital budgets are based upon estimates of the District's needs for the fiscal year. In order to establish reasonable flexibility in the administration of the budget, the following policies have been adopted. These policies are intended to provide the authority necessary for the Executive Director to administer the budget during the course of the fiscal year in light of varying conditions which may occur.

Budget Process

The budget process begins with meetings of key management Staff to informally discuss underlying fiscal policies, goals and objectives of the Board, Contracts and Sub-Contracts, and material changes in anticipated revenue/income and expenditures/expenses. The meetings include a brief message from the Executive Director along with general instructions for completing the budget template documents which, when completed, include proposed expenditures, capital outlay, departmental descriptions, activity accomplishments and future objectives, and other budget data.

Departmental requests are consolidated, and the Executive Director discusses or will discuss each departmental request with the applicable department head. Adjustments are made as appropriate and required to meet the Board's goals and objectives. The next step in the budget process involves preparation of a preliminary budget document and the scheduling of a series of Study Sessions with the Board which typically begin in late March/early April and conclude with the adoption of the preliminary budget and final budget. As required by the CA Harbors and Navigation Code Section 6093, the preliminary budget must be adopted on or before June 15, and per Section 6093.3, the final budget shall be adopted and reported to the Board of Supervisors no later than August 1st.

The District uses the modified accrual basis for budgeting in governmental funds. Proprietary funds are budgeted using accrual concepts. All operating and capital expenses and income are identified in the budgeting process because of the need for appropriation authority. All annual appropriations lapse at year-end.

Budget Policies

The Board recognizes a need to create budget and fiscal policies that assure delivery of products and services as efficiently and effectively as possible.

Operating Budget – General

The operating budget will be based on the principle that current operating expenditures shall be funded with current revenues. Unappropriated fund balances/working capital in enterprise and reserve funds may be used by the Board to meet one-time special project/program expenses. The operating expenses of the Board will be supported by recurring revenues and will not be funded through long-term debt. The enterprise expenses will be funded through current revenues excluding interest income. Expenditures shall include funding adequate maintenance and replacement of capital and operating assets.

Budgetary control is maintained through monthly reports of all revenue and expenditure accounts. The Executive Director, Director of Administrative Services, District Treasurer and each department head review the monthlyreports. The reports are placed on a noticed Board agenda for public and Board review within 60 days.

General Revenue Management

The following summarizes the Board's general revenue management policies:

1. The Board will strive to maintain a diversified and stable revenue system to shelter the government from short-term fluctuations in any revenue source and to ensure its ability to provide ongoing services.
2. The Board will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.
3. In order to achieve important public policy goals, the Board has established various special revenue, capital project, debt service and enterprise funds to account for revenues whose use should be restricted to certain activities. Accordingly, each fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures and fund equity.
4. Any transfers between funds for operating purposes are clearly set forth in the Financial Plan and can only be made by the District Treasurer and the Director of Administrative Services in accordance with the adopted budget.
5. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with the changes in the cost of living as well as changes in methods or level of service delivery.
6. User fees will be developed and annually reviewed to insure they adequately recover the cost of services. In Enterprise Funds, user fees will provide full coverage of direct and indirect costs including depreciation and interest expense; subject to the limits imposed by the State.

Appropriations

The term "appropriations" means the amount approved for expenditure by the Board with the adoption of the annual budget, along with subsequent budget modifications and adjustments. Appropriations will be based on the best estimates of Department Heads and the Executive Director. Differing operating requirements, price changes, emergency situations and similar factors may require variation from the approved appropriations. Therefore, the Executive Director has authority to adjust the appropriations so long as the changes do not exceed the total approved appropriations of an activity, except in case of emergency. The Executive Director has the authority to meet emergency requirements and subsequently report to the Board and secure Board approval for an appropriate budget modification.

FISCAL POLICIES

Financial Reserve Policy

To maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the District's creditworthiness as well as its financial positions from unforeseeable emergencies, the Board will strive to maintain the following minimum fund andworking capital balances:

Minimum Fund and Working Capital Balances

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1. The Board will maintain fund balances or working capital balances of at least twenty percent (20%) of operating expenditures in the General Fund and all Enterprise Funds and Internal Service Funds. This is considered the minimum level necessary to maintainthe District's credit worthiness and to adequately provide for -
   a. Economic uncertainties and other financial hardships or downturns in the local ornational

economy.

b. Local disasters or catastrophic events
c. Contingencies for unseen operating or capital needs.
d. Cash flow requirements.

2. In order to assure that the Board has some discretion in their financial decision making options, these reserve may be reduced with a majority Board vote in order to fund unforeseeable financial conditions such as one-time expenditures, or as transition funding in a recessionary economy, or other budget shortfall stop gap measure of a temporary nature.

Service Level Policy

Service levels will be provided with the constraints of available resources. Services will be provided only at the most efficient and effective level to meet the needs of our constituents, customers, and businesses as determined by the Board. Board financial planning will provide for adequate maintenance and replacement of capital items.

Investment Policy

The Board invests its temporary pooled idle cash in accordance with California Government Code Section 53601 and has an investment policy which is adopted annually. Investment and cash management will be the responsibility of the Executive Director in consultation with the District Treasurer and the Director of Administrative Services. The Board's primary investment objective is to achieve a reasonable rate of return while minimizing the potential for capital losses arising from market changes or issuer default. Accordingly, the following factors will be considered in priority order in determining individual investment placements:

1. *Safety* – The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The Board only purchases investments that are considered safe.
2. *Liquidity* – This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investmentquality which ensures cash will be available when an unexpected need arises.
3. *Yield* – This refers to the potential dollar earnings an investment can provide and is described as the rate of return.

The Board will strive to keep all idle cash balances fully invested through daily projections of cashflow requirements. In order to maximize yields from its overall portfolio, the Board will consolidate cash balances from all funds for investment purposes and will allocate investment earnings to each fund in accordance with generally accepted accounting principles.

Debt Policy

The Board will consider the use of debt financing for one-time capital improvement projects only when the project's useful life will exceed the term of the financing and when project revenues or specific resources will be insufficient to service the debt. Debt financing will not be considered appropriate for any recurring purpose. An internal feasibility study will be prepared for each long-term financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debtservice.

COMMISSIONERS
1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
June 10, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: June 4, 2021

TITLE: Preliminary Cost Estimates for Conceptual Master Plan for Development of a New Multipurpose Terminal to Support the Emerging West Coast Offshore Wind Industry; Request Financial Assistance from The Board of Supervisors; and Amend Contract to Prepare Grant Application

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STAFF RECOMMENDATION: Staff recommends that the Board: 1) Receive a presentation from Staff, 2) Amend contract with Moffit & Nicol to prepare a grant application, and review staffing/consultant requirements for this large project.

SUMMARY: Since the Board's last meeting, Governor Newsom announced $11 million to the Port of Humboldt Bay to be utilized as matching funds for a $56 million Port Infrastructure Development Grant, which is due on July 30th. An additional $800,000 was budgeted by the Governor to specifically look at alternatives, such as battery storage and hydrogen conversion, to reduce the requirement to expanded transmission lines out of Humboldt County. Several million dollars of funding was also provided to the Coastal Commission, Fish and Wildlife and other State Agencies to begin the CEQA process and analyze potential impacts to tribal, wildlife, commercial fishing, navigation, and other impact for the portion of the offshore wind project that will take place within the States submerged and tidal trust lands which include Humboldt Bay.

DISCUSSION: At your March meeting, the Board approved a letter of support for AB 525 (CHIU) which would establish a goal for the State of CA to develop 3 GW of renewable power from offshore wind resources by 2030 and 10 GW by 2040. AB 525 would also evaluate California Ports which are required to support the offshore wind industry. AB 525 continues to successfully move through the legislative process and is now in the Senate. The Biden and Newsom Administrations announced an agreement for 4.6 GW of offshore wind off California of which 1.6 GW would be 30 miles off Humboldt Bay and 3 GW off Morro Bay.

Staff submitted a request for $6 million of financial assistance from Humboldt County from the $26 million of federal stimulus funding they will be receiving. The Harbor District is currently working with the State I-Bank to analyze what financial resources the Harbor District can provide and preliminarily it looks like the I-Bank may be able to underwrite the Harbor District for a $6 to $8 million loan. With the $11 million from the State, $56 million federal, $6 million County and $6 million Harbor District we would have $79 million of our $88 million preliminary cost estimate for a new 800-foot heavy left assembly terminal. Even if the County provides the requested $6 million, there will still be approximately $9 million shortfall. Staff continues to look for funding opportunities and will provide an update at the meeting.

ATTACHMENTS:

A. June 4, 2021 letter to Board of Supervisors requesting $6 million in financial assistance to partially fund the development of a new multi-purpose marine terminal on Humboldt Bay to support the emerging offshore wind industry.

B. Port of Humboldt Bay Growing California's Offshore Wind, Aquaculture, Timber, and Broadband Cluster!

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June 4, 2021

Humboldt County Board of Supervisors

1st District	Rex Bohn
2nd District	Michelle Bushnell
3rd District	Mike Wilson
4th District	Virginia Bass
5th District	Steve Madrone

825 5th Street, Room 111
Eureka, CA 95501

RE: Request for $6 million in financial assistance to partially fund the development of a new multi-purpose marine terminal on Humboldt Bay to support the emerging offshore wind industry.

Honorable Supervisor's:

The Humboldt Bay Harbor, Recreation, and Conservation District (Harbor District) respectfully requests financial assistance to partially fund the development of a new multi-purpose marine terminal on Humboldt Bay to support the emerging offshore wind industry. The request is a matter of great urgency as the President of the United States, Governor of the State of California, and the global community believe that offshore wind energy will play a key role in stemming the tide of global warming.

Governor Newsom recognized the need for investment in port infrastructure to support the emerging multi-billion dollar offshore wind industry and specifically allocated $11 million in his May budget for the Port of Humboldt Bay to be used as the 20% matching funds for a $56 million Port Infrastructure Development Grant. An additional $800,000 is budgeted to specifically look at alternatives, such as battery storage and hydrogen conversion, to reduce the requirement to expanded transmission lines out of Humboldt County. The Harbor District has hired the engineering consulting firm Moffit & Nicol to prepare the terminal designs, construction, and environmental review cost estimates required by the grant application, which is due on July 30th .

The Harbor District is currently working with the State I-Bank to analyze what financial resources the Harbor District can provide and preliminarily it looks like the I-Bank may be able to underwrite the Harbor District for a $6 to $8 million loan. With the $11 million from the State, $56 million federal, $6 million County and $6 million Harbor District we would have $79 million of our $88 million preliminary cost estimate for a new 800-foot heavy left assembly terminal. With State and County funding and support, we should be well positioned for the $56 million federal grant funds.

The Board and community should be aware that we are not the only area that is looking to develop a new terminal and if we do not act now this opportunity will quickly pass us by. On April 3rd, the California Polytechnic State University at San Louis Obispo released a study which focused on building a

new wind terminal in Morro Bay on the Central California Coast. https://reachcentralcoast.org/wp-content/uploads/Economic_Value_OSW_REACH.pdf

This report concluded that construction of a specialized wind port in Morro Bay would bring $412 million of annual economic impact to San Louis Obispo and Santa Barbara Counties and 2,411 annual jobs over the 5-year project. A May 26th article quote stated: **"We need to step up and explore what it would take to make sure those jobs land here in SLO County**," **said SLO County Supervisor Dawn Ortiz-Legg**. **"We have a long history as an energy-producing county, and this offers the possibility of reinventing that legacy as a central underpinning of our economy."** **https://reachcentralcoast.org/economic-benefits-of-3gw-offshore-wind-in-morro-bay-estimated-at-262-million-and-650-good-paying-jobs-annually-land-at-port-location/**

The political, financial, wind industry, and public are aligned in support of offshore wind and if Humboldt County is going to capitalize on this new clean, green, and modern industry, we must act now in order to succeed. I have given numerous presentations to a wide variety of groups around Humboldt County and almost everyone has come away with the conclusion that the Port development to support an offshore wind industry, along with the aquaculture, broadband, and timber industries represents the best hope in a generation to revitalize Humboldt County's economic base in a responsible and environmentally sensitive manner. I have a ten-minute presentation that I would like the opportunity to present to the Board and public to assist with understanding our proposal. The Harbor District has prepared the attached phased master plan which outlines how we can work together to revitalize Humboldt Bay.

There are a lot of very important people, government agencies, and average citizens that are counting on Humboldt County to come together to build a new modern heavy lift terminal. They have placed their trust, pocketbooks, and political clout behind the efforts led by HSU Schatz Energy Lab, Redwood Coast Energy Lab, and the Harbor District. Building a new terminal and transforming our economy will be expensive and we are still millions short of the funding required for the initial terminal project. We cannot do this alone and need the help of the Board of Supervisors and community.

Please consider providing $6 million of financial contribution from the $26 million federal stimulus funds which will be received by the County to develop a new multipurpose marine terminal on Humboldt Bay, create jobs, transform our economic base, and help combat global warming.

Respectfully,

Larry Oetker
Executive Director

Attachment 1 Port of Humboldt Bay Growing California's Offshore Wind, Aquaculture, Timber, and Broadband Cluster!

cc.
Amy Neilson, County Chief Administrative Officer
Samoa Peninsula Industrial Property Owners

Green Diamond Resource Company
DANCO
Schneider Properties
Security National
DG Fairhaven
Zerlang & Zerlang
Glasshouse Inc
Humboldt Bay Development Association

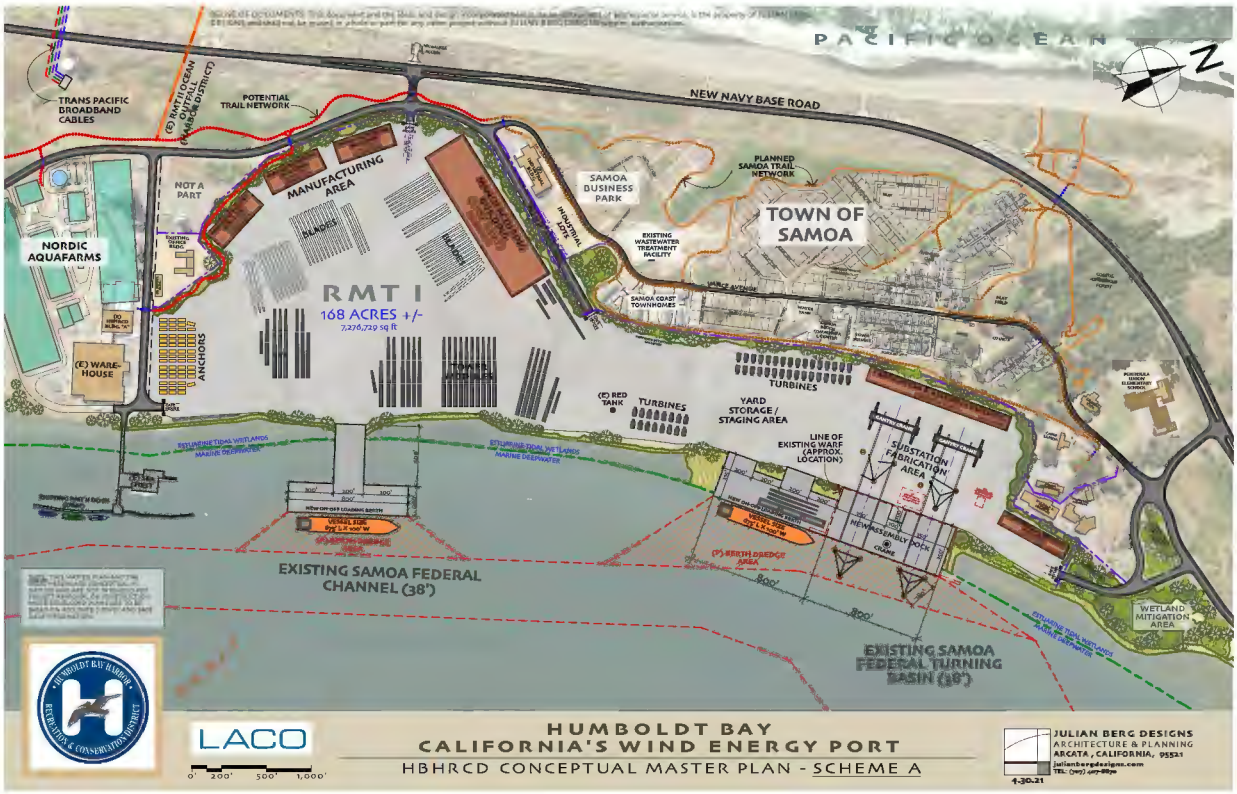
Port of Humboldt Bay
Growing California's Offshore Wind, Aquaculture, Timber, and Broadband Cluster!

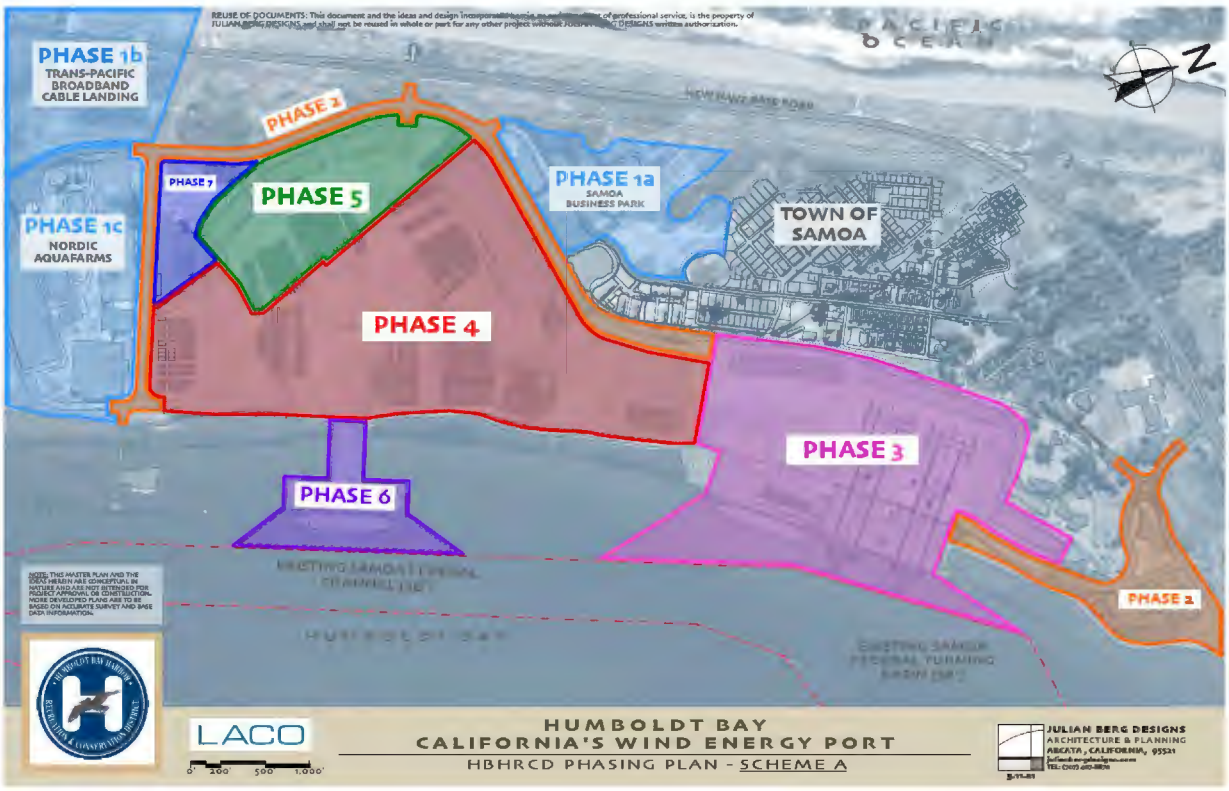
A Master Plan has been developed to modernize the former Town of Samoa; 168-acre former lumber mill tarmac; and existing approximately six-acre wood piling dock; and former 130-acre pulp mill that are adjacent to the existing 38-foot-deep federal navigation channel. The existing 168-acre tarmac and six-acre dock have been utilized since the 1890's and the facilities are way past there useful like. Phase 2 would prepare the required California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document(s), as well as, complete the required wetland mitigation that will be required to begin construction of the modern port facilities. As part of Phase 2, construction would be completed on the Maritime Transportation access between the Department of Transportation's National Highway Freight Network beginning at New Navy Base Road and the Redwood Marine Terminal. The following photo of the Samoa Peninsula and Redwood Marine Terminal in the 1950's showing the existing six acre dock; 168 acres lumber mill; and 130 acre pulp mill facilities that are in the process of being modernized with clean, green and modern industries in rural Humboldt County, CA.

The Port of Humboldt Bay is the only deep draft Port between San Francisco Bay and Coos Bay, Oregon and is designated as a Port of Refuge for large vessels that must return to Port during a major storm or for emergency repairs. The proposed new terminal will also be a critical part of the region's emergency preparedness infrastructure as the rural Northern California region is susceptible to earthquakes, landslides and fires that have cut off land transportation to our area. The modern heavy lift dock will be able to be utilized in an emergency to bring in much needed supplies by ship until the land transportation infrastructure can be restored. The new modern heavy lift dock will provide a critical asset to our regional, State and Federal governments as well as the private sector which can be counted on in time of need.

The following figures show the conceptual master plan as well as the phasing plan that corresponds to this narrative description of the revitalization of the Samoa Peninsula.

Humboldt Bay Proposed New Offshore Wind Energy Cluster Conceptual Master Plan and Phasing Plan



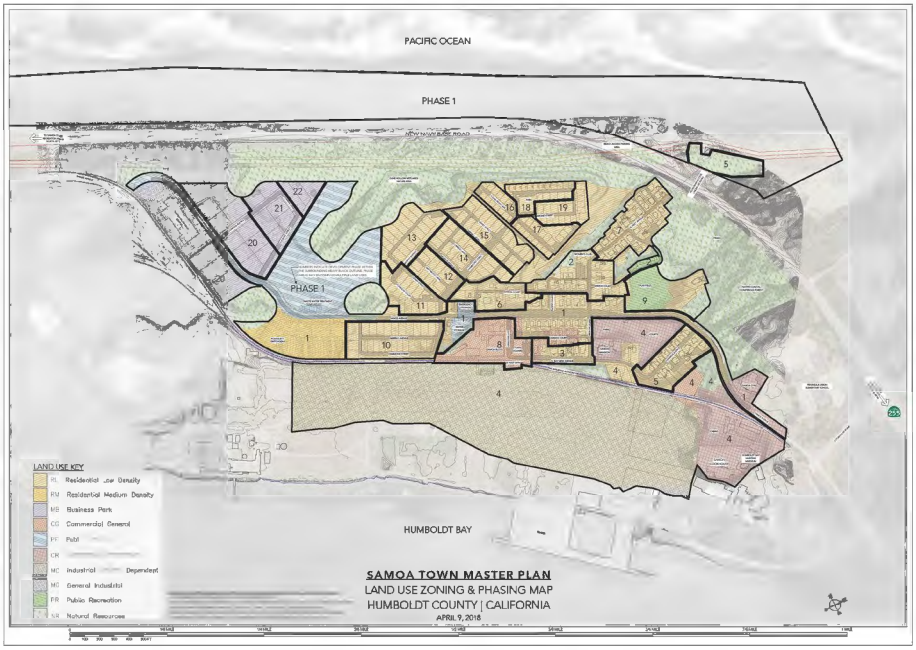


Phase 1a Town of Samoa Master Plan:

A Master Plan and associated Environmental Impact Report has been approved for the Town of Samoa. The Town of Samoa is a uniquely well-preserved lumber mill "company town". The first sawmill was built in 1893 where they constructed and exported lumber out of the Redwood Marine Terminal. The entire Town was owned and operated by a single lumber company until it was sold in 2001. The first phases of the Master Plan are currently under construction and include the restoration of over 100 historic buildings; development of a new wastewater treatment plant, water tank, and other critical infrastructure improvements. The Town is currently being considered for designation as a National Historic Place. The Key Samoa Town Master Plan elements include:

- Coastal dependent industrial lands east of the NCRA railroad tracks;
- Public facilities, including a wastewater treatment plant, water tanks, corporation yard and utility substation;
- A business park along the south portion of Vance Avenue;
- A commercial area at Vance Avenue and Cutten Street;
- A revitalized Samoa Cookhouse area which includes the existing Samoa Cookhouse with visitor accommodations on upper floor, an expanded Maritime Museum, the existing gymnasium, baseball field, and elementary school, and a new tent and cabin camping area with bathhouse;
- 198 new residential units, including a residential district west of Vance Avenue;
- Live/work studios along Cadman Court;
- 80 new workforce housing units east of Vance Avenue and north of Soule Street;
- Open space and natural areas east of New Navy Base Road and at other locations;
- Roads, trails and pathways;
- A park and town square.

At buildout the Town of Samoa is projected to include the development of 21 light industrial parcels; four commercial lots; rehabilitation of 99 existing homes and the construction of 189 new single-family homes. Of equal or more importance than the development, the Town of Samoa also developed a new wastewater treatment plant, water tanks, and upgrading the over 100-year-old infrastructure of the Town and former lumber mill. The projected development is projected to add approximately $90.5 million in property valuation which will add over nine million dollars annually to the local tax base.



Phase 1b Nordic Aquafarms

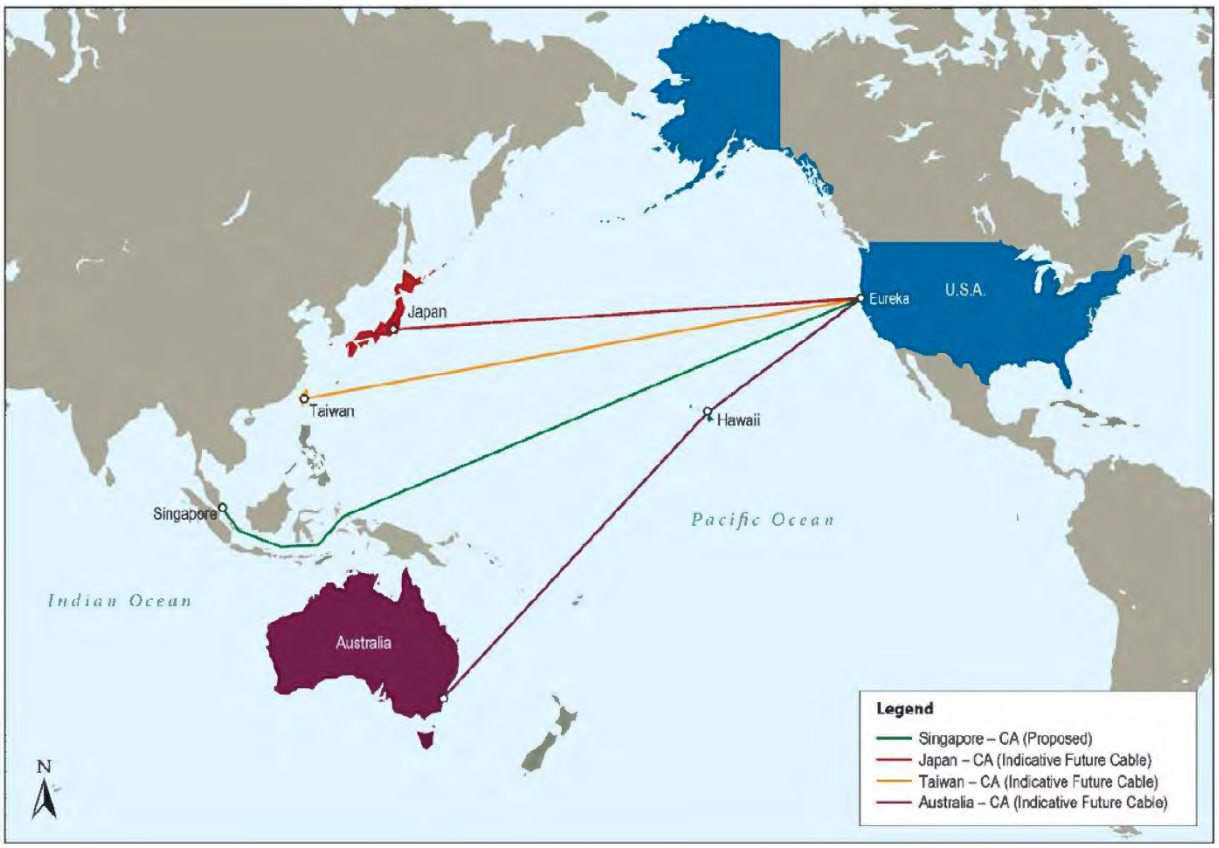
The Harbor District has a 30-year lease agreement with Nordic Aquafarms. Nordic Aquafarms is in the permit hearing phase which is anticipated to result in the authorization, by the end of 2021, to redevelop a decommissioned Samoa Pulp Mill facility in order to construct a state of the art entirely indoor land-based finfish recirculating aquaculture system (RAS) facility including a three to five-megawatt (3-5 MW) photovoltaic solar panel array covering approximately 690,000 square feet of the facility roofs. The Project will be conducted in two phases and is comprised of the following activities: demolition of existing pulp mill infrastructure; soil contamination remediation; ground densification; aquaculture facility construction; decommission of an existing leach field and connection to the Samoa wastewater treatment system for Phase 2. A total of five (5) buildings will be constructed with a combined footprint of 766,530 square feet. The height of the tallest proposed building is 60 feet. The project will include ancillary support features such as paved parking, fire access roads, security fencing, and stormwater management features.

When in operation, the project is projected to have 80 persons directly employed at the facility with an additional 163 induced employees. These jobs will bring in approximately $48.5 million in annual wages to the local community. During the approximately two-year construction period, the project is anticipated to employ 1,531 persons directly with an additional 680 indirectly employed locally. These construction jobs are projected to add an additional $145.7 million in labor income. The project is projected to have a total annual economic output of approximately $310 million during construction and $40.5 million annually during operation. The project will add approximately $350 million in property tax value and will result in approximately $3.5 million in annual property tax revenues to support schools and other government services. A video overview of the project can be found at: https://www.fishfarmingexpert.com/article/nordic-launches-promo-video-for-california-ras/

In addition to the Nordic Aquafarms project, Humboldt Bay and the Samoa Peninsula have California' largest oyster, hagfish, and algae aquaculture industry due to its healthy clean and disease-free waters. The Harbor District has pre-permitted subtidal lease sites within and along the shoreline of the upland tarmac. These efforts prove that modern maritime industries are compatible and can coexist alongside the aquaculture industry.

Phase 1c Trans-Pacific Broadband Cable Landing

The Harbor District has a 30-year lease agreement with RTI Infrastructure Inc. RTI Infrastructure Inc. has received California State Lands Commission approval to install and operate four broadband cables on the Harbor District's property on the Samoa Peninsula where the former pulp mill was located. The broadband cables are anticipated to be installed beginning in November 2021 and are anticipated to be coming/going to Indonesia, Australia, Taiwan, and Japan. The broadband cables are being connected to a new broadband cable going east on Highway 299 scheduled to start installation in July 2021 and connecting to the national broadband network along the Interstate 5 corridor.



Phase 2. Offshore Wind Port Permitting, Mitigation and Maritime Transportation Access Improvements

A Master Plan has been developed to modernize the former Town of Samoa 168-acre lumber mill tarmac and existing approximately six-acre wood piling dock that is adjacent to the existing 38-foot-deep federal navigation channel. The existing 168-acre tarmac and six-acre dock have been utilized since the 1890's and the facilities are way past there useful like. Phase 2 would prepare the required California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document as well as complete the required wetland mitigation that will be required to begin construction of the modern port facilities. As part of Phase 2 construction would be completed on the Maritime Transportation access between the Department of Transportation's National Highway Freight Network and the Redwood Marine Terminal. Phase 2 is estimated to cost $5 million.

The proposed Project would obtain all required permits, complete mitigation, and begin construction of modern port facilities on the Samoa Peninsula in the Port of Humboldt Bay as directed by Section 30701(b) of the California Coastal Act. The Port of Humboldt Bay is the only deep draft Port between San Francisco Bay and Coos Bay Oregon and is designated as a Port of Refuge for large vessels that must return to Port during a major storm or for repairs. The new modern heavy lift dock will provide a critical asset to our regional, State and Federal governments as well as the private sector which can be counted on in time of need.

As part of Phase 2 the Port District specifically intends to:

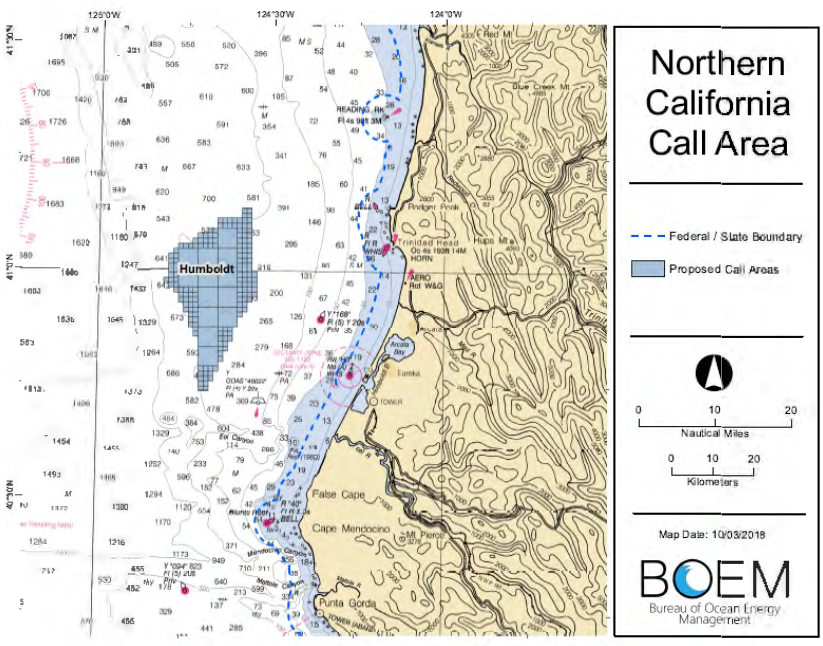
- Marine Terminal. Verify the type and size of marine structures that are needed for offshore wind (OSW) development based on experience in other projects. Evaluate the size of marine structures that could be built within an assumed funding limit and as part of a phased buildout. Review available geotechnical information at the site provided by client to assist in determining a feasible conceptual foundation type/size based on an assumed 5,000 psf live load. Assume deck system type and wharf fixtures (fenders, bollards, utilities, curb, railing, etc) based on experience on other similar projects.
- Roadway Improvements. Review prior roadway designs prepared with previous MARAD grant funding and develop updated estimates of construction costs with consideration of components related to the wind farm port development. Costs from prior work will be the basis for new estimates with consideration for inflation.
- Mitigation Requirements. Review prior documentation on habitat areas to estimate impacts from a proposed construction project as a basis for a mitigation action for the grant application.
- Project Construction Scope. Assist the District with finalizing a project construction scope as the basis for the grant application. One preferred concept will be developed based on a review of costs for the project elements relative to the funding limits. Graphics will be developed and provided by others based upon input provided by M&N that outline the small project scope as well as the phased project full buildout.
- Cost Estimate. Develop high level cost estimate with contingency for the project construction scope elements to assist in finalizing the preferred project configuration for the future phase construction grant application.

Phase 3 Multipurpose Heavy Lift Terminal Reconstruction

Phase 3 would include the removal and construction of a modern heavy lift dock which would initially be designed to leased to the emerging West Coast Offshore Wind Industry. Once constructed this multipurpose terminal would add renewed life to Humboldt Bay after the collapse of the timber industry in the 1990's. Phase 2 is estimated to cost approximately $88 million. A recent Cal Poly study projected a $412 million annual economic impact to San Louis Obispo and Santa Barbara Counties and 2,411 annual jobs over the 5-year wind port project. Governor Newsom recently announce an $11 million in funding for the Port of Humboldt Bay to be used as matching funds for a $56 million-dollar federal Port Infrastructure Development Grant. Based on the press releases from the Governor Newsome Administration, the Harbor District is targeting a port infrastructure to support the deployment of 4.6 GW of offshore wind turbines by 2030 off California (3 GW off Morro Bay and 1.6 GW off Humboldt Bay) as the initial ramp up. Additional offshore wind areas off the Central CA, Northern CA, Oregon, and Washington are proposed to be brought online as transmission/distribution and other obstacles are permitted and the areas are developed in the future.

Humboldt Bay is ideally positioned as the closest offshore wind turbine assembly facility and deployment port to the proposed Bureau of Ocean Energy Management (BOEM) north coast lease areas. Once developed, the facilities on Humboldt Bay can be utilized to construct/ assemble offshore wind turbines and associated components to tow them to other offshore locations on the West Coast. Coastal Humboldt County has world-class offshore wind resources and the Samoa Peninsula has vacant and under-utilized Coastal Dependent Industrial (CDI) lands that are perfectly situated to support the operations necessary to assemble, deploy, repair and maintain wind energy turbines.

According to a federal BOEM report and many industry experts, The West Coast's most viable site for final assembly of offshore turbines is the Port of Humboldt Bay. This port has deep water access with no bridge restrictions and hundreds of acres of empty, available quayside land at the site of pulp and lumber mills that were abandoned when the region's forest industry collapsed in the 1990s. Humboldt Bay's deep draft shipping channels can accommodate the large marine vessels carrying wind turbine components, but the upland facilities must be significantly renovated to allow heavy cranes to assemble the floating platforms.



On March 29, 2021, President Biden announced his initiative to Jumpstarts Offshore Wind Energy Projects to Create Jobs. As part of this initiative, the Administration established a goal of 30 GW of offshore wind off the US by 2030. The Administration issued an Executive Order that calls on our

nation to build a new American infrastructure and clean energy economy that will create millions of new jobs. In particular, the President's Order committed to expand opportunities for the offshore wind industry. The President recognizes that a thriving offshore wind industry will drive new jobs and economic opportunity up and down the Atlantic Coast, in the Gulf of Mexico, and in Pacific waters. The industry will also spawn new supply chains that stretch into America's heartland, as illustrated by the 10,000 tons of domestic steel that workers in Alabama and West Virginia are supplying to a Texas shipyard where Dominion Energy is building the Nation's first Jones Act compliant wind turbine installation vessel.

The Bureau of Ocean Energy Management has already initiated the leasing process for three potential offshore wind sites off the coast of California – in Humboldt Bay, Morro Bay and Diablo Canyon – and two additional sites have been identified in studies for potential future development. If California built all five of these sites to their total generation capacity, they could provide 25% of our electricity needs with clean, pollution-free power.

The offshore wind industry has been closely looking at Humboldt Bay and are evaluating leasing the proposed new multipurpose heavy lift terminal. Initially the industry needs a heavy lift assembly tarmac and terminal to assemble the platforms, towers, turbines, and blades. Once assembled the fully erect wind turbines can be towed to the BOEM lease areas off Humboldt Bay, Morrow Bay, and Diablo Canyon. Humboldt Bay can serve as the West Cost offshore wind assembly port. The Illustrations which were developed by Aker Offshore Wind specifically for Humboldt Bay, show what the offshore wind industry would like to develop on the Samoa Peninsula.

Developing each of these sites will create thousands of jobs through shovel-ready projects. The first step to development – port revitalization – can create up to 6,000 local, full-time equivalent jobs per port right off the bat, according to a report from Brightline Defense. And that's just the beginning – investing in offshore wind will generate thousands of additional jobs in construction, manufacturing, turbine demonstration and transmission line projects.

Many of the jobs created will require mandated apprenticeship training programs – creating new career pathways in the trades for workers who may have been displaced during the COVID-19 downturn. These opportunities will also prepare the state's workforce for building, operating and maintaining California's 100% clean energy electricity grid.

By meeting our electricity needs through clean, pollution-free offshore wind energy, California can also deliver vital air quality improvements in frontline communities. About 78% of California's gas power plants reside in communities identified by CalEPA as having the state's highest burden of poverty and cumulative environmental health burdens.

The establishment of the offshore wind industry immediately off the Coast of Humboldt Bay and the assembly, fabrication, and other industries that are associated with the project will have widespread multiplier and offshoot business opportunities. One example will be the potential to convert offshore electricity generated from offshore wind to hydrogen. This clean burning hydrogen right off our shoreline can greatly assist the State and federal governments to transition the maritime transportation vessel power source from dirty bunker fuel to clean carbon free hydrogen similar to what Germany is spearheading now. The hydrogen can also be transported in pipelines and tankers instead of requiring costly and sometimes unreliable overhead transmission lines. With Humboldt State University in the planning stages to convert from a California State University system to a Polytechnical State University the possibilities are endless for the development and fostering of new industries in California's new clean, green, modern economy.

Phase 4 Offshore Wind Tower Laydown / Fabrication Area

Developing a new West Coast offshore wind industry will require major private investment in manufacture of the towers, hubs, blades, foundations, cable arrays, electric substations and other components required by the offshore wind industry. Many of these components will require similar heavy left terminal capabilities, workforce, and fabrication facilities which will be constructed as part of Phase 3 multipurpose terminal. Humboldt Bay has available vacant underutilized coastal dependent industrial land right next to the heavy lift terminal and tarmac. With additional investment, the Port of Humboldt Bay can be ready to develop a tower manufacturing facility like the one currently in operation at the Port of Rotterdam Netherlands' for Europe's offshore wind industry and the facility which broke ground at the Port of Paulsboro in New Jersey in April 2021 to support the emerging East Coast offshore wind industry.

Construction activities in Phase 4 include installing living shoreline features to protect against sea level rise and climate change; leveling and compacting the approximately 78-acre tarmac to handle the 2,500-ton monopiles and other large components. Inside the large buildings, will support circumferential welding, sandblasting, painting, and other high skill metal fabrication. The Port of Paulsboro New Jersey facility was announced to be an approximate $200 million public private investment.

April 20, 2021, by Adnan Durakovic

Ocean Wind and EEW have broken ground for the EEW monopile manufacturing facility at the Port of Paulsboro Marine Terminal in Gloucester County, New Jersey, U.S.

Source: Office of NJ Governor.

The start of construction marks a significant milestone in delivering the largest industrial offshore wind manufacturing facility in the U.S. to date, Ocean Wind said.

Phase 5 Offshore Wind, Broadband Cable, & Aquaculture support facilities

The new water, sewer, fire, and road infrastructure constructed through phase 1 are perfectly suited to support additional 180,000 square feet of manufacturing facilities for the offshore wind, aquaculture, and broadband industries which have emerged through phases 1 through 4. The Harbor District and the adjacent property owners have existing signed lease from local, national, and international companies that are investing capital into Humboldt Bay. These industries need adjacent support facilities at location that has permits to allow the development to occur without significant uncertainties.

These facilities are directly adjacent to a trail system developed as part of Phase 1 Town of Samoa and are also directly adjacent to public access trails and parking areas for the sandy Pacific Oceanfront beaches along the Samoa Peninsula. These beaches are perfect for surfing, sunset viewing, fishing, and a host of other passive and active recreational activities. The Samoa Peninsula and the larger Humboldt County area provides excellent quality of life amenities that modern workforce and industry demand.

Phase 6 Multipurpose terminal

As the area continues to grow, the area can support an additional terminal and additional development at the 100's of acres of other vacant and underutilized former timber industry industrial sites around Humboldt Bay. These facilities need to be modernized to support maritime, manufacturing and other industries.

The first step is to complete a conceptual master plan for the area south of the former pulp mill on the Samoa Peninsula similar to the one on page 2 of this report. This area currently has the Green Diamond Chip Export Facility, DG Fairhaven Power Plan, and former Simpson pulp mill which is now owned by Security National. This area needs new infrastructure, and proper planning to support and expand the wood chip, wood pellet, biomass power plant, PG&E main substation, and two ocean outfall pipes which represent some of the existing assets and new development that need to be considered, analyses and if found to be appropriate pre-permitted.

The proposed offshore wind transmission lines will land at the existing PG&E power plant in King Salmon. Near these landing sites we need to plan for large battery storage facilities and other facilities which will be needed. Site selection, analysis, and prepermitting activities need to begin now to properly plan for these new emerging industries in South Bay.

The Eureka waterfront currently has three of the best terminals in Humboldt Bay (Chevron, Schneider, & Sierra Pacific Terminals). Although the upland areas which support these terminals are smaller than those on the Samoa Peninsula, they are perfectly situated along the federal navigation channel to receive the regions fuel, export forest products, receive cruise ships, and as laydown yards and operations and maintenance support terminals.

Our revitalized maritime industry will need tugboats, bar pilots, work boats, and increased Coast Guard and USACOE presence to keep our Bay clean, healthy, safe, secure, and moving.

COMMISSIONERS
1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
June 10, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: June 4, 2021

TITLE: Employment Contract for Executive Director

SUMMARY: The Board of Commissioners has been evaluating the job performance of the Executive Director and asked that his employment contract be placed on the agenda.

ATTACHMENTS:

A. Employment Contract for Larry Oetker, Executive Director

EMPLOYMENT AGREEMENT
With
LARRY OETKER

THIS AGREEMENT is made this 28th ~~day~~ march of January, 2019 between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Larry Oetker, herein referred to as "Employee".

The parties recite that:

A. District is a public entity with legal duties, powers and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.

B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position of Executive Director on the terms and conditions hereinafter set forth.

C. The position of Executive Director is an unclassified service employee as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. Said position is an "At Will" position terminable at the will of either the employer or the employee.

D. The parties previously entered into an Employment Agreement on or about December 7, 2018 for the initial employment of Employee as Executive Director.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

1. Pursuant to this Agreement, Employee's employment as Executive Director for the Humboldt Bay Harbor, Recreation and Conservation District is extended as of January 1, 2019 through December 31, 2022, and Employee hereby accepts and agrees to such extended employment.

2. Employee shall perform and complete the services and tasks set forth by the District Board of Commissioners.

3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Commission of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith require or the interest, and needs or requests of District shall require or make advisable.

4. Notwithstanding the term of this Agreement set forth in Section 1, above, Employee shall serve in the position of Executive Director at the will and pleasure of the Commission of the District. The Commission of the District or Employee may terminate this Agreement and terminate Employee's employment with or without cause at any time.

a. In the event Employee desires to terminate employment with the District as Executive Director, it is expected that Employee shall give to District a minimum of thirty (30) days written notice of said intention to terminate. Employee shall be compensated for accrued benefits to the date of termination in accordance with the provisions of the Personnel Policy.

b. In the event the Commission of the District desires to terminate Employee's employment with the District without cause, the District shall provide Employee not less than six (6) months' prior written notice of the date of termination. In the event less than six (6) months' notice is given, the District shall pay to Employee on the effective date of the termination a lump sum amount equal to: (i) all unpaid salary and accrued vacation through the date of termination; (ii) an amount equal to Employee's salary that the District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice; (iii) an amount equal to the District's contribution towards Employee's health, dental, and vision insurance benefits (to the extent then provided under the District's Personnel Policy) that the District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice; (iv) an amount equal to the District's contribution towards CalPers on behalf of Employee (to the extent then provided under the District's Personnel Policy) that the District would have otherwise made but for the termination from the date of termination to the date that is six months after the date of the termination notice; and (v) an amount equal to the District's contribution towards Employee's 401k or other retirement fund (to the extent then provided under the District's Personnel Policy) that the District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice. This provision shall not apply in the event Employee is terminated for cause.

5. District shall pay Employee and Employee agrees to accept from District, in full payment of Employee's services for his position as Executive Director hereunder, a salary of $135,000 for the years 2019 and 2020 and $145,000 per year for the years 2021 and 2022, with three (3) weeks of paid vacation per year. Employee shall have the option to take accrued vacation hours prior to the end of one year;

   In addition to the above-vacation time, and in recognition that the Executive Director position often requires Employee to spend some time conducting District business while on vacation, Employee shall be entitled to take up to an additional 12 days of managerial time off, in which he may be out of the office all or part of the days for combined personal time off and for conducting District business while offsite;

   In addition to the foregoing, Employee shall receive the employee benefits for full time employees as now established by the District's Personnel Policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment. Because this Agreement provides for additional compensation

for the years 2021-2022, Employee shall not be entitled to salary increases that may be provided to other District employees during the time period of this Agreement.

6. Employee's salary, job duties and performance shall be reviewed annually by the Commission of the District.

7. The effective date of appointment of Employee as Executive Director shall be January 1, 2019 and unless renewed, will terminate on December 31, 2022. In the event the Employee is terminated without cause or the Employee's contract is not renewed, Employee will be given the opportunity to retire or voluntarily resign.

8. Employee shall devote his full time, attention, knowledge and skill solely and exclusively as Executive Director, solely and exclusively to the business and interest of the District. The position is considered to be an exempt position within the meaning of the California Labor Code for the purposes of wage and hour provisions. Employee's workweek is not necessarily limited to 40 hours per week. Employee may be expected to work in excess of 40 hours per week if required to perform his duties as Executive Director at the regular monthly salary with no provision for overtime pay.

9. Employee is an unclassified employee as Executive Director. The position of Executive Director is not entitled to participate as a member of the International Longshoremen's and Warehousemen's Union AFL/CIO Local 14, Unit A, pursuant to the Union Contract with District and Executive Director is not included as a member of the bargaining unit represented by the Union.

10. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment.

11. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties, including but not limited to any oral discussions concerning employment. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

13. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings

or actions arising out of this agreement shall be venued in Humboldt County, California.

Executed at Eureka, Humboldt County, California, on the date first above written.

Larry Oetker, Employee

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

By: Greg Dale, President

COMMISSIONERS
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Larry Doss
2nd Division
Greg Dale
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STAFF REPORT
HARBOR DISTRICT MEETING
June 10, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: June 3, 2021

TITLE: Award a Contract to Remove Hazardous Materials from Redwood Marine Terminal II

STAFF RECOMMENDATION: Staff recommends the Board: Award a contract with Clean Earth in the amount of $18,064.20 to remove approximately 810 gallons and 7,250 pounds of regulated waste from Redwood Marine Terminal II.

SUMMARY: Through the acquisition of the former Samoa pulp mill, the District acquired a variety of maintenance materials and chemicals used in the daily operation of the pulp mill. While many of these items have been used, recycled, or taken to the local Hazardous Waste Facility there is a remaining inventory which is regulated waste and must be handled and disposed by a qualified contractor.

DISCUSSION: Since the date of the mill acquisition, District Staff has warehoused and inventoried these regulated materials, developed a Hazardous Materials Business Plan, and managed all related activities in compliance with the California Environmental Reporting System (CERS). County of Humboldt Environmental Health visits the site each year to conduct an inventory review and site inspection, and at each of the past two annual inspections has directed the District to remove and dispose of the remaining materials.

Due to the limited availability of local disposal sites and the high cost of doing such, Staff has been able to remove only a portion of the hazardous materials, and a large quantity of materials remain. Noting the Districts efforts to date, County Environmental Health has been cooperative, however has now given a limited window to properly dispose of the remaining materials without penalty. Staff has been working with qualified firms and Clean Earth is the lowest responsible proposal to remove all of the remaining hazardous materials.

ATTACHMENTS:

A. Clean Earth Proposal and Contract – May 26, 2021

CleanEarth

QUOTE - PROPOSAL

May 26, 2021

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Drive
Eureka, California 95501

RE: Chemical Waste Disposal

Dear Chris Mikkelsen,
Thank you for providing Clean Earth Environmental Solutions, Inc. (Clean Earth) the opportunity to service your waste management needs. Clean Earth is a leading provider of environmental and regulated waste management solutions. As an industry leader, we provide a strengthened infrastructure and a broad portfolio of services for customers who generate regulated waste in virtually any industry. Customers receive innovative and sustainable solutions that safeguard the environment, protect people and keep their organizations compliant. We look forward to extending our services to your company.

Based upon the information you have provided to Clean Earth, the services to be provided are outlined as transportation and disposal services, which can include hazardous waste, pharmaceutical waste, universal waste, lab packs, and other waste handling services. Additionally, other items may apply such as labor and equipment to prepare the waste for shipment and UN approved packaging and supplies for compliant transportation and handling. Please see the below pricing schedule:

Based on inventory and Safety Data Sheets provided 5/17/21.

Clean Earth appreciates the opportunity to provide this proposal and we are looking forward to being of service. Please feel free to contact me at (916) 500-1884 or RLuna@harsco.com to discuss this proposal.

This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

The prices quoted shall be treated as confidential property and may not be disclosed to others before, during, or subsequent to the terms of this proposal, except as required by law or as necessary to perform the subsequent Agreement that may be entered into thereon on a confidential basis satisfactory to both parties.

CleanEarth●

Pricing Details:

Disposal Charges

Facility	Item	Waste Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	LF08	FRYQUEL	Landfill wet, solids with free liquids, 90% max liquids, solidify, California state codes,	DR55	$164.00	3	$492.00	
Rancho Cordova	INC09	FIRST STRIKE FOAM (see note)	Liquids- Lean waters, < 5% chlorinated solvents , <2500 btu	DR5	$116.00	8	$928.00	
Rancho Cordova	STAB02-1	CITRIC ACID BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Acidic-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	$261.00	8	$2,088.00	
Rancho Cordova	AF04	SAUEREISEN HT MEMBRANE	Alternate fuel, >50% sludge, (<3% halogens), BTU >5,000, for thermal treatment	DR55	$224.00	11	$2,464.00	
Rancho Cordova	STAB02-2	STEBBINS REFRACTORY CEMENT POWDER BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Alkaline-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	$252.00	18	$4,536.00	
Rancho Cordova	LF07	AR POWDER BAGS placed into 55 gal drums	Landfill ready, regulated, meets treatment standards	DR55	$158.00	8	$1,264.00	
							Disposal Subtotal:	$11,772.00

Transportation Charges

Facility	Item	Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	01 - 05 gallon drums and light boxes	$15.00	8	$120.00	$400 Minimum / CBC Maximum per Pickup
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	30 - 55 gallon drums	$52.00	42	$2,184.00	$400 Minimum / CBC Maximum per Pickup
							Transportation Subtotal:	$2,304.00

Supply Charges

Facility	Item	Name	Description	UOM	Price	QTY	Net Price	Minimums
Rancho Cordova	SPDM55UO		Drum, Metal, 55 gallon, Recon, Open Top	Each	$48.00	34	$1,632.00	
							Supply Subtotal:	$1,632.00

E&I Estimate:	$2,356.20
Estimated Total:	$18,064.20

The prices quoted shall be treated as confidential property and may not be disclosed to others before, during, or subsequent to the terms of this proposal, except as required by law or as necessary to perform this subsequent Agreement but may be supplied thereto on a confidential basis satisfactory to both parties

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NOTE: "First Strike Foam" disposal is estimated. Incinerators are currently not accepting this type of waste due to volume/throughput impacts from the pandemic. Pricing may change. This is an estimate only.

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
   For a complete list of process code specifications, visit:
   https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf
3. A minimum charge of $350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. https://www.cleanearthinc.com/energy-and-insurance-fees/

Non-Specified Container Conversions	
Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275-gallon totes	5x
330/350-gallon totes	6x

Conversion Table Notes

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately
- Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum of $40 will be applied unless quoted a different rate.
- Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.
- Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.

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Per Pound Standard Minimums			
	Common Containers[1]	Lab Pack Containers[2]	Light Weight Containers[3]
Container (Gal)	----------Minimums----------		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

1. Excludes Lab Pack and Light Weight items
2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
3. Includes: AF17, INC01, INC02, INC16
4. All other container sizes are case by case (CBC)

Non-Standard Minimums	
Container Min.	Process Code
$0	REC51-3
$5	REC60, REC61, REC62, REC63, REC64, REC65
$10	REC02-xx series and REC05
$15	LF04, REC06, REC27
$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
$50	REC09, REC09-1

Please Note: The greater of the disposal minimum or $40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	$150
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	$25
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	$25
Minimum Invoice Amount	---	Per Invoice	$350
Demurrage, after 1-hour loading	TRADMDEM	Hour	$116
Scheduled Pickup Cancellation	ADMCAN	Each	$150
Repacking/Overpacking Fee	ADMREPK	Each	$150
Overpack Handling Fee	ADMOVPK	Each	$50
Technical Lab Pack Review "Flat Rate Fee - $175.00 The flat fee criteria: (1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"	ADTECHRVW	Each	$175

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This Services Agreement ("Agreement") is entered into which the effective date shall be the date of the last signatory hereto, (the "Effective Date") by and between Clean Earth Environmental Solutions, Inc., a Delaware Corporation by and through its subsidiaries or affiliates designated herein ("Clean Earth"), located at 933 First Avenue, Suite 200, King of Prussia, PA 19406, and Humboldt Bay Harbor District, a California State District corporation ("Customer"), located at 601 Startare Drive, Eureka, California 95501

1. **Sole Terms.** All Services, defined below, provided by Contractor to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto (collectively, the "Agreement"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Clean Earth unless agreed to by the parties in writing, provided that in the event of a conflict the terms of this Agreement shall prevail.
2. **Clean Earth Services.** Upon the issuance of a service order, price sheet, statement of work, manifest, proposal, quote or other similar document (collectively, a "Service Schedule"), Clean Earth will provide Customer the services described therein (the "Services"), which are specifically incorporated and made part of this Agreement.
3. **Service Fee.** Customer agrees to pay Clean Earth for the performance of the Services at the fees or rates set forth in a Service Schedule, or, if not specified therein, at Clean Earth's standard fees or rates for such Services at the time the Services are rendered. Clean Earth reserves the right to adjust the amount of each Service Fee from time to time, in its sole discretion. Additionally, Clean Earth may adjust the contract price to account for operational changes it implements to comply with changes in law.
4. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Clean Earth on the due date will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds, payments made by credit card may incur additional fees. In addition to Clean Earth's charges for services and products under this Agreement, the Customer shall pay all taxes or other fees imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Clean Earth's net income). Clean Earth shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Clean Earth in a timely manner.
5. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that Clean Earth may, from time to time, impose and/or adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion.
6. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for thirty-six (36) months or until terminated in accordance with Paragraph 7 below ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms ("Renewal Term") equal in length to the Initial Term unless either party gives written termination notice at least ninety (90) days before expiration of the Initial Term or any subsequent Renewal Term. On termination by either party, Customer will immediately pay Clean Earth all outstanding balances for Services performed by Clean Earth prior to termination of the Agreement (along with all other monies due to Contractor).
7. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Clean Earth may immediately suspend Services or cancel this Agreement in its entirety in its sole discretion.
8. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
9. **Customer Warranties.** Customer shall comply with all applicable federal, state and local laws, rules and regulations ("Applicable Laws") and obtain and maintain throughout the term of this Agreement all permits, licenses and other forms of documentation required in order for a generator to comply with such Applicable Laws. Customer agrees to provide MSDS sheets, if available, for each waste related to the Services, on which Sheet there is an accurate and complete description, and which advises Contractor of the hazards and risks presented to persons, property or the environment when exposed to the waste. Customer shall tender only Wastes under this Agreement which conforms to the information provided and Customer represents that it has no knowledge of any constituent or component not specifically identified in the applicable waste profile sheet that increases the nature or the extent of the hazard or risk. If Clean Earth determines that any unit of waste received from Customer is non-conforming for any reason, Clean Earth may deem all waste that is tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming waste or except for processing all or any part of such waste. If Contractor accepts non-conforming waste, Contractor shall process the waste at its then prevailing rates.
10. **Limitation of Liability.** Clean Earth's cumulative, aggregate liability for any reason under any and all legal theories is limited to monetary damages not to exceed the lesser of: (i) Customer's actual damages, or (ii) the total aggregate amount paid by Customer to Clean Earth for the Services in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier.

CleanEarth●

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.

11. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify, defend and hold harmless Clean Earth and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct. Customer shall be responsible for all costs of collection hereunder, including reasonable attorney fees and court costs.
12. **Miscellaneous.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Services are rendered, without regard to the conflict of laws principles thereof. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement. This Agreement may be signed on counterparts which together shall form one and the same Agreement. This Agreement may be signed and delivered by electronic signature and shall have the same force as signed manually.

The parties intending to be legally bound, do hereby execute this Agreement as of the date below and represent that the individuals executing this Agreement have the authority to bind their respective entities.

Between: Clean Earth Environmental Solutions, Inc.		And: Humboldt Bay Harbor District	
Signature		Signature	
Name	Rick Luna	Name	Chris Mikkelsen
Title		Title	
Date:		Date:	

The prices quoted shall be treated as confidential property and may not be disclosed to others before, during, or subsequent to the terms of this proposal, except as