

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

DATE: **January 11, 2024**

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

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

How to Observe and Participate in the Meeting:

Observe: Members of the public can attend the meeting in person or observe the meeting on Zoom at the following link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402
One tap mobile
(669) 900-9128, 6917934402#

Public members observing on Zoom will not be able to participate or provide comment.

Members of the public who may wish to provide public comment during the meeting must attend in person.

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at (707) 443-0801 at least 24 hours in advance of the meeting.

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

2. Public Comment

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

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker,

Agenda for January 11, 2024 Regular Board Meeting

Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

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

5. Pledge of Allegiance

6. Election of Board President, Vice President and Secretary

Summary: District Ordinance No. 6, Article II Officers, Section 6 states: "The President, Vice-President and Secretary shall be elected at the annual meeting of the Board of Commissioners of the District from among the members of said Board of Commissioners and shall hold office for one year or until their successors are elected and qualified. All Officers shall serve during the pleasure of the Board of Commissioners of the District."

7. Report on Closed Session

8. 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.

9. Consent Calendar

- a) Adopt Minutes for December 14, 2023 Regular Board Meeting
- b) Receive District Financial Reports November 2023
- c) Emergency Permit E-2023-07 Approval for USCG Power
- d) Review and Approve a Lease Amendment with OnTrac Logistics, Inc.
- e) Review and Approve a Lease with Lee Figas

10. Communications, Reports and Correspondence Received

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

- e) Commissioner and Committee Reports

11. Unfinished Business

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

Recommendation: Receive the report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include project schedule, budget, funding opportunities, tasks completed, tasks underway, upcoming tasks, the latest overall project strategy, and agreements with Crowley Wind Services. This report will provide an update for the month of January 2024.

12. New Business

- a) **Consider Adopting Resolution 2024-01, A Resolution Committing the District to Developing and Adopting a Green Terminal Strategy and Roadmap for the New Heavy Lift Multipurpose Terminal to Support the Offshore Wind Industry**

Recommendation: Staff recommends the Board: Adopt Resolution 2024-01, committing the District to develop and adopt a Green Terminal Strategy for the New Heavy Lift Multipurpose Terminal to support the offshore wind industry.

Summary: The District is actively working to develop a Heavy Lift Multipurpose Terminal to support the offshore wind industry. This item is for a resolution to commit the District to developing and adopting a Green Terminal Strategy for the project by March of 2025.

- b) **Consider Adopting Resolution 2024-02: Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-06 with Conditions for the Eureka Flood Reduction and Sea Level Rise Resiliency Project**

Recommendation: Staff recommends that the Board: Adopt Harbor District Resolution No. 2024-02 which includes:

- Adopting an Initial Study/ Mitigated Negative Declaration (IS/MND) and Establishing Findings Relative to the Permit Application for the Eureka Flood Reduction and Sea Level Rise Resiliency Project
- Approving Permit 2023-06 with conditions for the Eureka Flood Reduction and Sea Level Rise Resiliency Project

Summary: The City of Eureka Flood Reduction and Sea Level Rise Resiliency Project includes multiple locations and will provide needed improvements to central and western areas of the City; one Project location is within Harbor District jurisdiction. The Resiliency Project would provide flood reduction and sea level rise resiliency through the replacement of undersized storm drain piping and culverts, installation of tide gates to manage flows and limit saltwater intrusion into the stormwater system,

Agenda for January 11, 2024 Regular Board Meeting

construction of Low Impact Development features including rain gardens, and limited earthwork within Palco Marsh to increase stormwater storage capacity. The Resiliency Project would also include the installation of trash capture devices to reduce the amount of pollution that could potentially enter Humboldt Bay. The Project IS/MND was adopted by the City of Eureka Planning Commission on August 14, 2023. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

13. Future Agenda Items

- a) MMIP**
- b) PIDP Grant Contract (expected by August 2024)**
- c) Piling Removal Program Concept**

14. Adjournment

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

December 14, 2023

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

CLOSED SESSION – 5:00 P.M.

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

BUSINESS

- a)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.
- b)** Public Employee Appointment: Facilities Coordinator

REGULAR SESSION – 6:01 P.M.

ROLL CALL

PRESENT: BENSON
DALE
HIGGINS
KULLMANN
NEWMAN

ABSENT: NONE
QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Tod Reincke, Heidi Moore-Guynup, Bill Rich and Carol Vander Meer.

CONSENT CALENDAR

- a)** Adopt Minutes for November 9, 2023 Regular Board Meeting

- b)** Receive District Financial Reports for October 2023
- c)** Review and Approve a Lease Agreement Darrel Pitcher
- d)** Approval of Emergency Repairs for USCG Dock Power
- e)** ~~Approval of Engagement Letter with K&L Gates for Legal Counsel~~

COMMISSIONER KULLMANN MOVED TO PULL AGENDA ITEM E FOR DISCUSSION AND MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-D.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

- e)** Approval of Engagement Letter with K&L Gates for Legal Counsel

Executive Director and legal counsel presented the item.

The Commission discussed the item.

Chair Dale opened the item to public comment. No one commented.

Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED ACCEPT AGENDA ITEM E.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a)** Correspondence Received
 - 1. Ballots for Humboldt No. 1 Fire Protection District for 11 parcels
 - 2. Letter from Mark Wetzel, David L. Moonie & Co, LLP
- b)** Executive Director's Report
 - I. Executive Director presented Executive Director's report.
- c)** Staff Reports
 - I. Staff presented reports.
- d)** District Counsel and District Treasurer Reports
 - I. No report.
- e)** Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a)** **Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**
 - I. District staff presented the item.
 - II. The Commission discussed the item.

- III. Chair Dale opened the item to public comment. Lonyx Landry, Heidi Moore-Guynup, Carol Vander Meer, Kimberly Rich, Sebastian Elrite, Bill Rich, Torri Polizzi, Mica O'Herlihy and Matt Simmons commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Discussion item only, no formal action was taken.

NEW BUSINESS

- a) Consider Adopting Resolution 2023-23, A Resolution Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2023-23, A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: BENSON
Absent: NONE
Abstain: NONE
- b) Consider Adopting Resolution 2023-24, A Resolution Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Unequal Amount for Employees and Annuitants**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2023-24, A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN UNEQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE
- c) Consider Awarding a Contract with SHN for Design and Construction Services at Fields Landing Boat Yard**
 - I. Executive Director presented the item.

- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Tod Reincke commented; a letter from Jennifer Kalt was presented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO AWARD A CONTRACT TO SHN FOR DESIGN AND CONSTRUCTION SERVICES AT FIELDS LANDING BOAT YARD.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

FUTURE AGENDA ITEMS

- a) Green Terminal Strategy for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal
- b) Staff reach out to the Humboldt Bay Municipal Water District regarding the water line on the Samoa Peninsula; forward CEQA notice to Board of Commissioners; inform Board if there is a public meeting regarding the water line
- c) Outreach
- d) MMIP
- e) Provide the letter from the Pacific Coast Shellfish Growers Association regarding Herpes Virus to the Board of Commissioners, perhaps get input from the Department of Fish and Wildlife on the virus
- f) Relocation plan for subtidal leases
- g) Clarify the entity who regulates/enforces ballast water exchanges and how that process works
- h) Community Benefits Table regarding the Offshore Wind Heavy Lift Marine Terminal

ADJOURNMENT – 7:26 P.M.

APPROVED BY:

RECORDED BY:

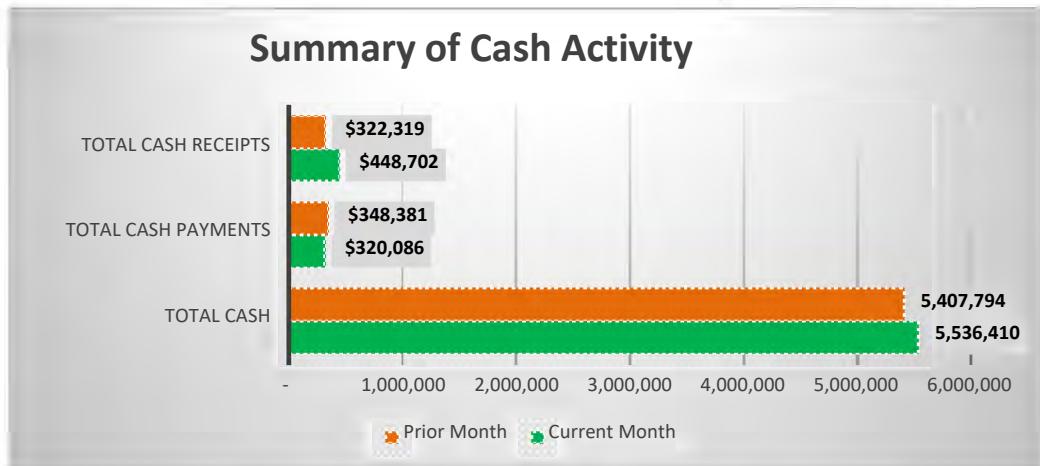
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

Monthly Cash Flow Analysis

For The Months Ended November 30, 2023 and October 31, 2023

	<u>11/30/23</u>	<u>10/31/23</u>
<u>Account Balances</u>		
Checking	\$ 101,583	\$ 58,588
Savings	4,216,000	4,186,163
County Treasury	1,217,462	1,161,748
Cash on hand	1,365	1,295
Total Cash	<u>5,536,410</u>	<u>5,407,794</u>
Less: Restricted cash for Marina surcharges	(1,947,528)	(1,926,793)
Unrestricted Cash	<u>3,588,882</u>	<u>3,481,001</u>
Less: Unexpended grant proceeds and Nordic deposits included in cash above	(1,028,969)	(1,121,438)
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	<u>2,559,913</u>	<u>2,359,563</u>
<u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 5,407,794	\$ 5,433,856
Monthly Deposits	448,702	322,319
Monthly Payments	(320,086)	(348,381)
Balance, End of Month	<u>\$ 5,536,410</u>	<u>\$ 5,407,794</u>
<u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Redwood Community Action Agency	\$ 92,469	\$ 27,094
Sub-total, Significance/Unusual Expenses	<u>92,469</u>	<u>27,094</u>
General operating expenses and other misc. expense	227,617	321,287
Total Cash Payments	<u>\$ 320,086</u>	<u>\$ 348,381</u>
<u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Crowley Wind Services, Inc.	\$ 25,000	\$ 25,000
Property taxes and interest income	55,714	
CA Energy Commission	191,347	
Nordic Aquafarms, Inc.	26,645	28,821
Sub-total, Significant/Unusual Revenues	<u>298,706</u>	<u>53,821</u>
General revenues	149,996	268,498
Total Cash Receipts	<u>\$ 448,702</u>	<u>\$ 322,319</u>



10:13 AM

01/05/24

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District
Balance Sheet
As of November 30, 2023

Nov 30, 23

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	6,396.06
10200.1 · Cash in PNC, Checking	95,185.82
10400 · CASH IN COUNTY - FUND 2720	1,181,161.55
10500 · CASH IN COUNTY - FUND 3872	36,300.78
10600.1 · Cash in bank, Tariff PNC	4,112,814.75
10700.1 · Cash in bank, Water PNC	103,185.27
10901 · UNEXPENDED MARINA SURCHARGES	1,947,527.61
10903 · RESTRICTED CASH	-1,947,527.61

Total Checking/Savings

5,536,324.23

Accounts Receivable

12000 · ACCTS RECEIVABLE	1,222,412.90
--------------------------	--------------

Total Accounts Receivable

1,222,412.90

Other Current Assets

12100 · ALLOW FOR BAD DEBTS	-335,456.44
12200 · TAXES RECEIVABLE	494,285.63
12300 · INTEREST RECEIVABLE	17,620.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	133,022.98
1499 · Undeposited Funds	85.00

Total Other Current Assets

6,158,932.17

Total Current Assets

12,917,669.30

Fixed Assets**CAPITAL ASSETS, NET**

14910 · SAMOA PROPERTY	208,149.00
14930 · TOWN OF SAMOA PROPERTY	3,007,851.23
14940 · BAY STREET PROPERTY	35,000.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
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	1,351,140.12
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	-18,989,614.17

Total CAPITAL ASSETS, NET

12,852,642.22

14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70

Total Fixed Assets

12,910,237.97

Other Assets

18700 · Deferred Lease Asset	3,679,190.00
19000 · Deferred Outflows of PERS	702,529.00

Total Other Assets

4,381,719.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of November 30, 2023

	Nov 30, 23
TOTAL ASSETS	30,209,626.27
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	2,574,700.53
Total Accounts Payable	2,574,700.53
Credit Cards	
20112 · US Bank Visa	8,676.13
Total Credit Cards	8,676.13
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	-2,772.38
21000 · WAGE GARNISHES	372.46
21100 · FEDERAL WITHHOLDING TAX	4,675.46
21200 · STATE WITHHOLDING TAX	2,450.43
21300 · STATE UNEMPLOYMENT TAX	538.67
21600 · PERS CARE/MEDICAL INSURANCE	11,879.86
21700 · PERS RETIREMENT	5.60
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	17,224.86
20200 · NOTES PAYABLE	258,577.33
20400 · ACCRUED WAGES PAYABLE	37,333.75
20500 · ACCRUED INTEREST	58,900.00
20600 · ACCRUED VACATION PAYABLE	68,682.94
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	17,880.00
20802 · PLUG DEPOSITS ON HAND	1,330.00
20803 · SLIP DEPOSITS ON HAND	50,329.62
20804 · STORAGE DEPOSITS	4,253.15
20806 · LEASE SECURITY DEPOSIT	101,698.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 · WAIT LIST DEPOSIT	5,150.00
Total 20800 · DEPOSITS ON HAND	183,584.50
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	120,184.62
27201 · Deferred Inflows - OPEB	3,223.00
28000 · DEFERRED INCOME	163,450.39
28400 · DEFERREDINCOMECalTrans Spartina	1,018,921.52
Total Other Current Liabilities	5,836,082.91
Total Current Liabilities	8,419,459.57
Long Term Liabilities	
24001 · Gound Lease Amortization	-424,391.45
24003 · Groundlease Current Offset	-120,184.62
25500 · OPEB Liability	169,351.00
25700 · BOND PAYABLE 2014 REFINANCING	1,621,349.19
25800 · BBVA Loan Payable	908,007.88
25900 · LESS CURRENT PORTION	-258,577.33
26100 · Rate Stabilization Fund	5,454,000.00
27000 · Net Pension Liability	1,408,435.00
27200 · Deferred Inflows of PERS	115,823.00
27202 · Deferred Inflows - Leases	3,545,298.00
Total Long Term Liabilities	12,419,110.67
Total Liabilities	20,838,570.24
Equity	

Humboldt Bay Harbor, Recreation & Conservation District**Balance Sheet**

As of November 30, 2023

	Nov 30, 23
30500 · INVESTMENT IN FIXED ASSETS	9,299,245.07
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	58,172.29
30900 · RESTRICTED FUND BALANCE - Other	1,887,090.07
Total 30900 · RESTRICTED FUND BALANCE	1,945,262.36
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-931,218.23
31201 · General Fund-Change is Restrict	-58,172.29
31200 · GENERAL FUND BALANCE - Other	1,010,372.61
Total 31200 · GENERAL FUND BALANCE	20,982.09
Net Income	-1,894,433.49
Total Equity	9,371,056.03
TOTAL LIABILITIES & EQUITY	<u>30,209,626.27</u>

10:45 AM

01/05/24

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District**Profit & Loss**

November 2023

	Nov 23	Jul - Nov 23
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	5.00
Total Donations	0.00	5.00
Dredging Revenue		
41318 · Dredging Surcharge - T	15,824.20	97,138.26
Total Dredging Revenue	15,824.20	97,138.26
Fees		
40108 · PERMITS-T	250.00	2,450.00
40808 · Pilotage Services - T	0.00	1,427.01
41308 · Moorage - T	0.00	11.20
41308.1 · Poundage - T	0.00	3,144.41
41818 · Late Charges/Interest - T	5,900.00	32,525.00
41819 · Late Charges/Interest - NT	50.00	244.77
45608 · Chevron - Ports O&M - T	0.00	8,087.50
Total Fees	6,200.00	47,889.89
Float Replacement Account		
41418 · Float Replacement	4,910.49	30,596.63
Total Float Replacement Account	4,910.49	30,596.63
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.00	6,531.39
Total Harbor Grants	0.00	6,531.39
Total Grant Revenue	0.00	6,531.39
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	4,599.00	39,765.56
Total Harbor Surcharge	4,599.00	39,765.56
Interest Revenue		
43108 · Interest Income - T	11,191.56	56,136.04
43109 · Interest Income - NT	583.33	2,916.65
43309 · Interest On Del Accts - NT	0.00	58.19
Total Interest Revenue	11,774.89	59,110.88
Other Revenue		
45908 · Other Revenue - T	0.00	1.00
45909 · Other Revenue - NT	54,598.23	145,039.62
Total Other Revenue	54,598.23	145,040.62
Rent Income		
40218 · Slip Rents - T	38,807.75	235,332.00
40318.1 · Transient Rentals - T	2,455.79	15,182.98
40518 · Equipment Rent - T	0.00	3,049.26
40519 · Equipment Rent - NT	70.00	140.00
40809 · Yard Rent - NT	1,171.20	6,216.00
41108 · Rents, Tidelands Leases - T	82,810.62	214,732.43
41309 · Storage - NT	4,854.18	25,215.62
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	0.00	0.00
41409 · Upland Rent - NT - Other	105,643.49	543,893.93
Total 41409 · Upland Rent - NT	105,643.49	543,893.93
Total Rent Income	235,813.03	1,043,762.22
Sales		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2023

	Nov 23	Jul - Nov 23
40119 · Concession Sales - NT	528.25	2,542.75
Total Sales	528.25	2,542.75
Tax Revenue		
43509 · Property Tax Revenues	110,000.00	550,000.00
Total Tax Revenue	110,000.00	550,000.00
Utility Surcharge		
40409 · Utility Surcharge - NT	2,592.16	16,890.53
40418 · Utility Surcharge, Marina Dock	4,558.26	16,676.35
Total Utility Surcharge	7,150.42	33,566.88
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	26.97	122.80
Total Income	451,425.48	2,056,107.88
Gross Profit	451,425.48	2,056,107.88
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	4,731.00	20,941.50
52508 · Accounting Fees - NT	1,577.00	8,690.50
Total Accounting/Auditing Services	6,308.00	29,632.00
Advertising & Promotion		
51000 · Advertising & Promotion - NT	292.79	292.79
51008 · Advertising & Promotion - T	511.45	511.45
Total Advertising & Promotion	804.24	804.24
Communications		
51400 · Communications - NT	1,715.91	8,738.40
51408 · Communications - T	185.57	840.62
Total Communications	1,901.48	9,579.02
Conference & Meetings		
51500 · Conferences & Meetings - NT	1,213.05	9,104.91
51508 · Conferences & Meetings - T	0.00	749.96
Total Conference & Meetings	1,213.05	9,854.87
Dredging Expense		
55608 · Dredging Expense - T	0.00	60,158.71
56708 · Dredging - GT	567,225.00	573,688.75
56718 · Dredging - MT	917,853.75	918,528.75
Total Dredging Expense	1,485,078.75	1,552,376.21
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	0.00	17,787.58
51608 · Dues & Subscriptions - T	0.00	1,341.25
Total Dues, Subscriptions & Licences	0.00	19,128.83
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	44,296.98
Total Elections & Government Fees	0.00	44,296.98
Engineering Services		
52400 · Engineering Fees - NT	13,464.55	42,547.30
52408 · Engineering Fees - T	0.00	3,106.25
Total Engineering Services	13,464.55	45,653.55
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	660.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2023

01/05/24
Accrual Basis

	Nov 23	Jul - Nov 23
51200 · Automotive, Fuel- NT	458.15	2,692.34
51208 · Vessel Fuel	1,656.66	2,027.11
51218 · Automotive, Fuel - T	0.00	2,620.96
Total Fuel	2,234.81	8,000.41
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	13,039.59
Total Conservation Grant Expenses	0.00	13,039.59
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	276,451.45	1,005,734.83
Total Harbor Grant Expenses	276,451.45	1,005,734.83
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	-69,609.09	-42,742.47
Total Recreation Grant Expenses	-69,609.09	-42,742.47
Total Grant Expenses	206,842.36	976,031.95
Insurance		
51800 · Insurance - NT	9,912.52	49,508.77
51808 · Insurance - T	0.00	19,766.50
Total Insurance	9,912.52	69,275.27
Interest Expense		
55108 · Interest Expense - T	4,156.00	20,780.00
55109 · Interest Expense - NT	7,624.00	38,120.00
Total Interest Expense	11,780.00	58,900.00
Legal Services		
52300 · Legal Fees - NT	1,373.63	13,568.14
52308 · Legal Fees - T	457.87	3,769.36
Total Legal Services	1,831.50	17,337.50
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	673.85	8,072.28
52710 · Repairs & Maint, Equip - NT	425.42	1,369.42
52718 · Repairs & Maint, Equip - T	0.00	14.19
Total Maintenance - Equipment	1,099.27	9,455.89
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,976.96	27,091.91
52719 · Repairs & Maint, Facilities - N	4,665.31	24,253.22
Total Maintenance - Facilities	7,642.27	51,345.13
Maintenance - IT		
57008 · Maintenance, IT Equip - T	287.50	1,887.50
57009 · Maintenance, IT Equip - NT	271.75	2,265.11
Total Maintenance - IT	559.25	4,152.61
Maintenance Supplies		
52008 · Maintenance Supplies - T	79.75	268.24
52010 · Maintenance Supplies - NT	1,213.75	5,774.45
Total Maintenance Supplies	1,293.50	6,042.69
Office Supplies		
51900 · Office Supplies - NT	4,106.82	19,172.07
51908 · Office Supplies - T	1,132.20	3,372.49

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2023

01/05/24
Accrual Basis

	Nov 23	Jul - Nov 23
Total Office Supplies	5,239.02	22,544.56
Other Expenses 55418 · Other Expenses - T	0.00	325.00
Total Other Expenses	0.00	325.00
Other Professional/Outside Serv 52109 · Outside Services, Other - NT 52110 · OUTSIDE SERVICES M/A 52118 · Outside Services, Other - T	0.00 0.00 0.00	642.00 250.00 2,104.00
Total Other Professional/Outside Serv	0.00	2,996.00
Permits 51610 · Permits - NT 51618 · Permits - T	0.00 11,775.00	171.66 11,775.00
Total Permits	11,775.00	11,946.66
Personnel Expenses Commissioners Fees 50200 · Commissioner's Salaries - NT 50208 · Commissioner's Salaries - T	2,100.00 900.00	10,500.00 4,500.00
Total Commissioners Fees	3,000.00	15,000.00
Contract Temporary Services 50318 · Contract Temporary Services - T	0.00	13,518.18
Total Contract Temporary Services	0.00	13,518.18
Payroll Burden 50500 · Payroll Benefits, Other - NT 50508 · Payroll Benefits, Other - T 6560 · Workers' Comp	34,693.64 10,229.80 3,644.05	180,655.78 55,901.60 19,973.58
Total Payroll Burden	48,567.49	256,530.96
Salaries/Wages 50100 · Salaries & Wages - NT	83,884.47	467,774.68
Total Salaries/Wages	83,884.47	467,774.68
Total Personnel Expenses	135,451.96	752,823.82
Planning Services 52200 · Planning Fees - NT 52208 · Planning Fees - T	0.00 0.00	18,113.91 1,115.00
Total Planning Services	0.00	19,228.91
Rent Expense 54308 · Redwood Terminal 2 Lease Expens	595.91	991.09
Total Rent Expense	595.91	991.09
Small Tools 52800 · Small Tools - NT	48.66	466.26
Total Small Tools	48.66	466.26
Utilities 52909 · Utilities - NT 52918 · Utilities - T 53000 · Water, Sewer, & Refuse - NT 53008 · Water, Sewer, & Refuse - T	14,492.72 4,184.27 14,884.35 6,113.79	95,770.12 26,692.38 60,933.08 42,015.52
Total Utilities	39,675.13	225,411.10
57018 · Bank Service Charges	405.95	1,940.82

10:45 AM

01/05/24

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

November 2023

	Nov 23	Jul - Nov 23
Total Expense	1,945,157.18	3,950,541.37
Net Ordinary Income	-1,493,731.70	-1,894,433.49
Net Income	-1,493,731.70	-1,894,433.49

10:44 AM

01/05/24

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of November 30, 2023

Type	Date	Num	Name	Memo	Amount
10200.1 · Cash in PNC, Checking					
Bill Pmt -Check	11/06/2023	ACH	Francotyp-Postalia	466106100	-300.00
Liability Check	11/07/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,078.06
Liability Check	11/07/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,598.28
Liability Check	11/09/2023		QuickBooks Payroll Serv...	Created by Payro...	-28,106.11
Liability Check	11/10/2023	ACH	PERS Unfunded Accrue...	2233447024	-6,483.94
Liability Check	11/10/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	11/10/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	11/10/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Bill Pmt -Check	11/10/2023	ACH	CalPERS 457 Program	457Match 11/10/...	-325.00
Bill Pmt -Check	11/10/2023	2596	101Netlink	November 2023	-170.00
Bill Pmt -Check	11/10/2023	2597	314Intermedia		-100.00
Bill Pmt -Check	11/10/2023	2598	ACWA JPIA	215	-27,097.85
Bill Pmt -Check	11/10/2023	2599	California Redwood Co.	Red Tank Electri...	-849.47
Bill Pmt -Check	11/10/2023	2600	Englund Marine Supply		-1,358.36
Bill Pmt -Check	11/10/2023	2601	Eureka-Humboldt Fire Ex...		-2,295.82
Bill Pmt -Check	11/10/2023	2602	Eureka Oxygen Company		-166.78
Bill Pmt -Check	11/10/2023	2603	Hensell Materials, Inc.	PO#2030	-618.53
Bill Pmt -Check	11/10/2023	2604	HSU Sponsored Progra...	Q3 2023 Ports, A...	-1,824.02
Bill Pmt -Check	11/10/2023	2605	Humboldt Bay Municipal ...	9002.001 RMT2	-1,267.69
Bill Pmt -Check	11/10/2023	2606	Humboldt County Tax Co...	VOID:	0.00
Bill Pmt -Check	11/10/2023	2607	Humboldt Waste Manag...	20218	-143.74
Bill Pmt -Check	11/10/2023	2608	Keenan Supply	PO# A Dock Wat...	-308.54
Bill Pmt -Check	11/10/2023	2609	Matthews Paints		-104.34
Bill Pmt -Check	11/10/2023	2610	Mission Uniform & Linen	299313	-474.83
Bill Pmt -Check	11/10/2023	2611	Mitchell Law Firm, LLP		-2,738.00
Bill Pmt -Check	11/10/2023	2612	Napa Auto Parts	24290	-730.77
Bill Pmt -Check	11/10/2023	2613	Pacific Gas & Electric (1...	Acct #06704919...	-2,692.51
Bill Pmt -Check	11/10/2023	2614	Pacific Gas & Electric (3...	6598073494-4	-218.26
Bill Pmt -Check	11/10/2023	2615	Pierson Building Center	1297	-705.61
Bill Pmt -Check	11/10/2023	2616	PPG Architectural Finishes		-9.82
Bill Pmt -Check	11/10/2023	2617	Recology Eel River	061097997	-519.24
Bill Pmt -Check	11/10/2023	2618	Recology Humboldt Cou...	061218064	-837.49
Bill Pmt -Check	11/10/2023	2619	Recology Humboldt Cou...	A0060000265	-3,321.95
Bill Pmt -Check	11/10/2023	2620	Shafer's Ace Hardware #...	21586	-12.50
Bill Pmt -Check	11/10/2023	2621	Shelter Cove Fishing Pre...	SC Janitorial Nov...	-2,083.33
Bill Pmt -Check	11/10/2023	2622	Shelter Cove Resort Imp...	SC 09/27-10/26/...	-289.34
Bill Pmt -Check	11/10/2023	2623	SHN Consulting Enginee...		-4,998.75
Bill Pmt -Check	11/10/2023	2624	Standard Insurance Comm...	ST 908447 0001	-287.20
Bill Pmt -Check	11/10/2023	2625	StewTel, Inc.	New service for t...	-371.14
Bill Pmt -Check	11/10/2023	2626	Tenera Environmental Inc.	20236001	-239.00
Bill Pmt -Check	11/10/2023	2627	Thrifty Supply		-59.87
Bill Pmt -Check	11/10/2023	2628	Humboldt County Tax Co...	401-112-024-000...	-3,812.30
Bill Pmt -Check	11/10/2023	2629	Humboldt County Tax Co...	1st Installment 3...	-20,330.17
Check	11/10/2023	2630	US Bank Corporate Pay...		-4,402.13
Check	11/10/2023	2631	Twibell (Humboldt Sportfi...	Tenant Refund	-204.08
Check	11/10/2023	2632	Ponts, Jim	Tenant Refund	-441.00
Liability Check	11/16/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-370.36
Liability Check	11/16/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-87.86
Liability Check	11/17/2023		QuickBooks Payroll Serv...	Created by Payro...	-2,333.57
Liability Check	11/21/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,255.39
Liability Check	11/21/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-6,064.34
Bill Pmt -Check	11/21/2023	ACH	Verizon Wireless		-473.77
Liability Check	11/22/2023		QuickBooks Payroll Serv...	Created by Payro...	-28,777.74
Bill Pmt -Check	11/24/2023	ACH	PERS Unfunded Accrue...	2233447024	-7,930.50
Liability Check	11/24/2023	2633	Operating Engineers Loc...	94-2262845	-299.04
Liability Check	11/24/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Liability Check	11/24/2023	ACH	PERS Unfunded Accrue...	2233447024	-6,328.26
Bill Pmt -Check	11/24/2023	ACH	CalPERS 457 Program	457Match 11/24/...	-325.00
Liability Check	11/24/2023	2634	Franchise Tax Board		-100.00
Liability Check	11/24/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	11/24/2023	ACH	California State Disburse...	200000002073316	-500.76
Bill Pmt -Check	11/24/2023	2635	Advanced Security Syste...		-483.61
Bill Pmt -Check	11/24/2023	2636	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	11/24/2023	2637	B & B Portable Toilets	RWD	-133.44
Bill Pmt -Check	11/24/2023	2638	Coastal Business Syste...	017-1623192-000	-505.55
Bill Pmt -Check	11/24/2023	2639	David L. Moonie & Co., L...		-4,264.00
Bill Pmt -Check	11/24/2023	2640	Eureka Rubber Stamp		-16.99
Bill Pmt -Check	11/24/2023	2641	Fortuna Iron	PO# 2019 WIM ...	-226.06

10:44 AM

Humboldt Bay Harbor, Recreation & Conservation District

01/05/24

Accrual Basis

Account QuickReport

As of November 30, 2023

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/24/2023	2642	Humboldt Bay Solar Fun...	HB0520	-10,418.06
Bill Pmt -Check	11/24/2023	2643	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	11/24/2023	2644	Humboldt Waste Manag...	20218	-197.60
Bill Pmt -Check	11/24/2023	2645	Network Help To Go	December 2023 I...	-575.00
Bill Pmt -Check	11/24/2023	2646	Pacific Gas & Electric (N...	2072047	-744.05
Bill Pmt -Check	11/24/2023	2647	Redwood Community Ac...	PO 1759 07/01-0...	-92,469.05
Bill Pmt -Check	11/24/2023	2648	RMI Outdoors		-145.31
Bill Pmt -Check	11/24/2023	2649	State Water Resource C...	FL 07/01/2023-0...	-1,818.00
Bill Pmt -Check	11/24/2023	2650	Valley Pacific Petroleum ...	114137	-1,552.52
Bill Pmt -Check	11/24/2023	2651	Wiyot Tribe		-4,047.10
Bill Pmt -Check	11/24/2023	2652	Mitchell Law Firm, LLP	Rec'd 11-21-2023	-2,645.50
Check	11/24/2023	2653	Bowen, Mark	Tenant Refund	-40.00
Bill Pmt -Check	11/27/2023	ACH	CalPERS SSA	Social Security ...	-650.00
Bill Pmt -Check	11/28/2023	ACH	Pacific Gas & Electric (8...	0074698259-4	-5,890.10
Check	11/30/2023			Service Charge	-382.15
Total 10200.1 · Cash in PNC, Checking					-317,670.39
TOTAL					-317,670.39

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: December 22, 2023

TITLE: Inform Board of Commissioners about Approval of Emergency Permit E-2023-07

STAFF RECOMMENDATION: Be informed that the Executive Director approved Emergency Permit E-2023-07.

DESCRIPTION: The Humboldt Bay Harbor, Recreation and Conservation District (District) has approved an emergency permit for replacement of the damaged electrical service feed to the US Coast Guard Barracuda on Woodley Island Marina Dock A. During the recent dredging episode of Woodley Island Marina, the electrical service feed servicing the USCG Barracuda was grabbed and pulled by the dredge bucket causing damage in multiple locations of the line, creating the emergent need for removal and replacement. The damaged line will be removed and a new dedicated service feed will be installed providing the same level of service as the damaged line. Divers will assist with installation of a new approx. 4" PVC raceway secured under the dock with stainless steel strut, straps, and lag screws. The shore tie junction box will be replaced, and cables and conduits will be repaired as needed. There will be no expansion of use or capacity. The District has determined that the project is exempt from CEQA pursuant to a Class 1 categorical exemption (Section 15301 Existing Facilities).

ATTACHMENTS:

- A – Permit E-2023-07 Dock A Emergency Electrical Repairs
- B – Exhibit A - Dock A Emergency Electrical Repairs
- C – CEQA NOE E-2023-07 - Dock A Emergency Electrical Repairs

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



December 22, 2023

EMERGENCY PERMIT

Permittee: Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Drive, Eureka, CA 95501
(707) 443-0801

**RE: Woodley Island Marina-Dock A: USCG Barracuda – Electrical Service Replacement
Emergency Permit No. E-2023-07**

This is to inform you that the Humboldt Bay Harbor, Recreation and Conservation District (District) has approved your emergency permit request for replacement of the damaged electrical service feed to the US Coast Guard Barracuda on Woodley Island Marina Dock A, as detailed in the attached Exhibit A, with the following conditions:

1. The work shall be completed consistent with Exhibit A. Any change from the proposed work detailed in the materials must be submitted in writing and coordinated and approved in advance by the District.
2. A copy of this Permit shall be kept on hand during project activities.
3. Any other permits or approvals required by other agencies must be obtained before commencing work and work must comply with all applicable permit requirements.
4. The District shall be notified prior to any repair work activities authorized by this permit.
5. There shall be no unreasonable interference with navigation caused by the work herein authorized, and no attempt shall be made by the Permittee to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
6. No construction materials, debris, or waste shall be placed or stored where it may be subject to entering waters of Humboldt Bay.
7. To prevent and address spill of equipment fuels, lubricants, and similar materials the work shall incorporate the following measures:
 - a. No equipment fueling, shall occur on, within or immediately adjacent to the Bay.
 - b. All equipment used during dredging shall be free of oil and fuel leaks at all times.
 - c. All spills shall be reported immediately to the appropriate public and emergency services response agencies.

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 damage to any person or property, or for the death of any person arising out of or connected with, the work authorized by this Permit, and the Permittee shall indemnify and hold this Harbor District, its Commissioners and Officers free and harmless from any liability for any such injury, death or damages.

This Permit is valid as of this date for a period of one (1) year. Appeals may be made at the next regular session of the Board at 6:00 p.m. in the Woodley Island Marina Conference Room.

Please sign and return the original of this letter if this Permit and its content are fully understood; keep a copy for your records. The acknowledgement should be returned within ten (10) days following Permit issuance.

Permittee/Agent

Date

If there are any questions with regards to this permit, please contact this office referring to the Permit number indicated above.

Sincerely,



Chris Mikkelsen, Executive Director

Attachment: Exhibit A – Staff Report with Project Description

cc: Board of Commissioners
District Planner

Exhibit A

Agenda Item 9c.
Attachment B

COMMISSIONERS

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

December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: December 7, 2023

TITLE: Award a Contract for the emergency removal and replacement of a dedicated electrical service feed

STAFF RECOMMENDATION: Staff recommends the Board: Approve an emergency contract for construction services with Wahlund Construction for the removal and installation of a dedicated service feed servicing the USCGG Barracuda moored at 'A' Dock at Woodley Island Marina.

BACKGROUND: During the recent dredging episode of Woodley Island Marina, the electrical service feed servicing the USCG Barracuda was grabbed and pulled by the dredge bucket causing damage in multiple locations of the line, creating the emergent need for removal and replacement.

DISCUSSION: As a result of this damage, the USCG Barracuda has been forced to run on generated power sourced from onboard generators. The cost of diesel fuel to power these generators has created a large and unplanned expense for the USCG. Whereas the USCG is a tenant of the Woodley Island Marina, and whereas it is the responsibility of the District, per term of the lease, to provide a dedicated service feed for the vessel, the District intends to cooperatively replace the electrical service, restoring the tenant's full use of the facilities. The District is also in positive communication with the dredging contractor and will be submitting a claim for reasonable remuneration for the repairs.

Attachments:

- A. Contract for Construction Services
- B. Damage Photos

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

12/5/2023

Contract for Construction Services

Humboldt Bay Harbor & Conservation District

601 Startare Dr. Eureka, CA 95501

Hereinafter referred to as the "Owner"

and

Wahlund Construction, INC.

PO Box 6486, Eureka, CA 95502

Hereinafter referred to as the "Contractor"

WHEREAS, the Owner intends to undertake construction services for:

Installation assistance for USCG Power Feed per attached Proposal.

WHEREAS, the Contractor possesses the necessary qualifications, experience, and resources to provide the required construction services;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Owner and Contractor agree as follows:

SCOPE OF WORK

1.1 Description of Work: The Contractor shall provide construction services for:

Assist "Owner provided" divers with the installation of (N) 4" PVC 40 Raceway under dock, Provide divers with Raceway, Stainless strut, Straps, Lag Screw for raceway support Qty (80). Install New Nema 4x Junction box at shore tie for USCG, replacing damaged Junction. Install New Junction box at base of gang way. Provide Cable support to gangway at dock & Shore utilizing Grips Similar to Previous installation method. Repair Conduits from vault on the shore side of the gangway. Install New 350 Kcmil type G cabling from Vault to Shore tie. Land cables, splice in vault, Test, Energize.

Specific Inclusions and Exclusions as per attached Exhibit "A".

1.2 in accordance with the plans, specifications, and drawings provided by the Owner (the "Project").

1.3 Project Schedule: The Contractor shall schedule work within five (5) days from the Effective Date of this Contract and shall diligently complete the Project in a timely manner. A detailed project schedule shall be mutually agreed upon by the parties and shall form an integral part of this Contract.

<i>P.O. Box 6486, Eureka, CA. 95502</i>	<i>Office: 707-268-0150</i>	<i>Fax: 707-268-0137</i>
---	-----------------------------	--------------------------

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

CONTRACT PRICE

2.1 Contract Price: The Owner shall pay the Contractor the total amount of **\$99,263.90** for the satisfactory completion of the Project. The Contract Price includes all labor, materials, equipment, permits, and other costs necessary for the completion of the Project, as detailed in the attached Exhibit "A".

2.2 Payment Terms: Payments shall be made by the Owner to the Contractor as follows:

- a) Progress Payments: The Contractor shall submit monthly progress payment requests, accompanied by a detailed breakdown of the work completed and the corresponding invoice. The Owner shall make payments within 30 days of receiving the progress payment request.
- b) Final Payment: The final payment, representing the remaining balance after deducting previous payments, shall be made upon satisfactory completion and acceptance of the Project by the Owner.

CHANGE ORDERS

3.1 Change Orders: Any changes or modifications to the Project requested by the Owner shall be processed as Change Orders. Change Orders may be initiated verbally by the Owner, and such verbal directives shall be binding. The Contractor shall promptly document the verbal directive in writing and submit it to the Owner for approval.

- a) Time and Material (T&M) Basis: For minor changes or modifications, the Contractor shall perform the work on a Time and Material (T&M) basis. The Contractor shall maintain detailed records of labor, materials, and equipment usage. T&M reports shall be provided to the Owner's representative at the end of every work period. The Owner's representative shall review and sign the T&M reports, acknowledging the work performed and the associated costs. Signed T&M reports shall be emailed to the Owner's representative for record-keeping.
- b) Cost Proposal: For changes or modifications deemed significant or requiring additional cost assessment, the Contractor shall provide a detailed cost proposal to the Owner for approval before commencing the additional work. The cost proposal shall include an itemized breakdown of labor, materials, equipment, and any other relevant costs associated with the change.
- c) Owner's Approval: The Owner shall review and approve the Change Order, including any adjustments to the Contract Price and project schedule before the Contractor proceeds with the additional work.

WARRANTIES AND GUARANTEES

4.1 Workmanship Warranty: The Contractor warrants that all construction work performed under this Contract shall be free from defects in workmanship for a period of One Year from the date of substantial completion.

4.2 Manufacturer's Warranties: The Contractor shall pass on to the Owner any applicable warranties provided by manufacturers or suppliers for materials and equipment used in the Project.

INSURANCE AND INDEMNIFICATION

P.O. Box 6486, Eureka, CA. 95502

Office: 707-268-0150

Fax: 707-268-0137

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

5.1 Insurance: The Contractor shall maintain adequate insurance coverage throughout the duration of the Project, including but not limited to general liability insurance, workers' compensation insurance, and any other insurance required by law or reasonably requested by the Owner. The Contractor shall provide certificates of insurance to the Owner before commencing work.

5.2 Indemnification: The Contractor agrees to indemnify, defend, and hold the Owner harmless from any claims, damages, liabilities, losses, or expenses arising out of or resulting from the Contractor's performance under this Contract, except to the extent caused by the Owner's negligence or willful misconduct.

TERMINATION

6.1 Termination for Convenience: The Owner may terminate this Contract at any time for its convenience by providing written notice to the Contractor. In such case, the Contractor shall be entitled to payment for work completed and expenses incurred up to the termination date.

6.2 Termination for Default: Either party may terminate this Contract in the event of a material breach by the other party that remains uncured for a period of 5 days after receiving written notice of such breach.

GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law: This Contract shall be governed by and construed in accordance with the laws of California.

7.2 Dispute Resolution: Any disputes arising out of or relating to this Contract shall be resolved through negotiation between the parties. If negotiation fails, the parties agree to submit the dispute to mediation or binding arbitration in accordance with the rules and procedures of the State of California.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Owner and the Contractor and supersedes any prior understandings or agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Services Contract as of the date first above written.

OWNER:

Name, Title (Print) : _____

P.O. Box 6486, Eureka, CA. 95502

Office: 707-268-0150

Fax: 707-268-0137

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

Signature : _____

Date : _____

CONTRACTOR:

Name, Title (Print) : _____

Signature : _____

Date : _____

Exhibit "A"

12/4/2023

USCG Shore Power Emergency Repair



Wahlund Construction, Inc.

PO Box 6486, Eureka, CA 95502

License #678993 A,B,C-10,C-22

Contact: **Kyle Brown**

Phone: **707-499-8283**

Email: **Kyle@wahlcon.com**

Quote To: Humboldt Bay Harbor District

Job Name:

Phone:

Date of Plans:

Fax:

Revision Date:

12/4/23

Pricing expires 15 days from estimate.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	USCG Power Feed	1.00	LS	99,263.90	99,263.90
	Dive Team / Marine Insurance	Not Included			
GRAND TOTAL					\$99,263.90

NOTES:

SCOPE OF WORK:

Assist divers installing (N) 4" PVC 40 Raceway under dock, Provide divers with Raceway,Stainless strut, Straps, Lag Screw for raceway support Qty (80). Install New Nema 4x Junction box at shore tie for USCG, replacing damaged Junction. Install New Junction box at base of gang way. Provide Cable support to gangway at dock & Shore utilizing Grips Similar to Previous installation method. Repair Conduits from vault on the shore side of the gangway. Install New 350 Kcmil type G cabling from Vault to Shore tie. Land cables, splice in vault, Test, Energize.

SPECIFIC INCLUSIONS:

1. Labor
2. Equipment
3. Materials

SPECIFIC EXCLUSIONS:

1. Fees, and permits.
2. Site Preperation
3. Excavation & Backfill (Labor, Spoils, Hauling, Backfill Materials, Compaction, Dump fees, Testing)
4. Material Escalation after 30 days
5. Additional labor costs (overtime, night work, weekend work, Labor outside scope)
7. Design Services
8. MAC (moves, Additions, & changes)to the temp power listed in the inclusions
9. Divers
10. Unforseen conditions, Items not specifically listed in scope.
11. Marine Insurance

STANDARD CONDITIONS:

1. Progress payments due monthly, Final Payment due within (30) days of completion.
2. Anything not specifically included should be considered excluded.
3. One initial move-in per phase of work and one continuous operation each move in. There will be no repairs of damage to

- work by others at our expense without prior written approval by Wahlund Construction.
4. This proposal is based upon the General Contractor and Wahlund Construction reaching mutual agreement in the Terms and Conditions of a Contract for this project.
 5. This proposal remains in effect for thirty (30) days from receipt.
 6. The inclusions, exclusion and conditions in this letter shall be made a part of any subsequent contract.
 7. Fee of \$250 will be charged for every change that requires a price be given prior to work commencing.
 - 9.

CLARIFICATIONS:

1. Wahlund construction to install conduits, wire, and equipment similar to existing conditions. Due to vault & underside of dock being inaccesable on day of inspection. unforeseen conditions may be present. These conditions will be brought to the district promptly and will be handled on a T&M basis.
2. Price is based on NTP 15 days from estimate
- 3.

We look forward to working with you on this project. If you have any questions, please call me at 707-499-8283.

Sincerely,

Kyle Brown
Electrical Project Manager
Wahlund Construction Inc.
Kyle@wahlcon.com



Shore Tie

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



CALIFORNIA ENVIRONMENTAL QUALITY ACT - NOTICE OF EXEMPTION

Project Title: Woodley Island Marina Dock A: USCG Barracuda – Electrical Service Replacement

Project Applicant/Lead Agency:

Humboldt Bay Harbor Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501
(707) 443-0801

Project Location: Woodley Island - Marina Dock A, Humboldt Bay, Eureka, Ca.

Project Summary: The project involves the replacement of a damaged electrical service feed servicing the US Coast Guard Barracuda moored at Dock A at Woodley Island Marina. During the recent dredging episode of Woodley Island Marina, the electrical service feed servicing the USCG Barracuda was grabbed and pulled by the dredge bucket causing damage in multiple locations of the line, creating the emergent need for removal and replacement. The damaged line will be removed and a new dedicated service feed will be installed providing the same level of service as the damaged line. Divers will assist with installation of a new approx. 4" PVC raceway secured under the dock with stainless steel strut, straps, and lag screws. The shore tie junction box will be replaced, and cables and conduits will be repaired as needed. There will be no expansion of use or capacity.

Pertinent California Environmental Quality Act (CEQA) Exemption: The District has determined that the project is exempt from CEQA pursuant to a Class 1 categorical exemption (Section 15301 Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. Section 15301 (a) and (b) includes examples such as interior or exterior alterations involving electrical conveyances and existing facilities of both investor and publicly owned utilities used to provide electrical power or other public utility services.

Rationale for Exemption: The project involves repair and replacement of damaged electrical conveyance facilities. The damaged electrical service line will be removed and replaced with similar facilities that will not expand existing or former use. In addition, the US Coast Guard provides public health and safety services and relies on this electrical service feed for their vessel moored at the dock.

The District has further determined that the use of the categorical exemption is not barred by any of the exceptions set forth in CEQA Guidelines Section 15300.2. The material supporting the above finding is on file with the District and available for review upon request at the address listed below. Specifically:

1. The repairs would not result in cumulative impacts.

2. There are not unusual circumstances that create a reasonable possibility that the project will have a significant effect on the environment.
3. The project would not impact scenic resources.
4. The project site is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
5. The project would not cause a substantial adverse change to the significance of a historic structure.

Lead Agency Contact: Chris Mikkelsen, Executive Director
Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Drive, Eureka, CA 95501

Signature: Chris Mikkelsen

Date: 1/3/2024

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: January 2, 2024

TITLE: Review and Approve a Lease Amendment with OnTrac Logistics, Inc.

STAFF RECOMMENDATION: Staff recommends the Board: Review and approve a lease amendment with OnTrac Logistics, Inc. for an additional term of one (1) year commencing January 1, 2024, with an option to extend for one (1) additional successive year.

SUMMARY: OnTrac Logistics, Inc., having been a long-term tenant of the District, has offered its intent to renew its lease at Redwood Marine Terminal II for up to two (2) additional years. OnTrac intends to extend beyond the proposed period upon securing a long-term qualified operator for the premises.

ATTACHMENTS

A. Second Amendment to Lease – OnTrac Logistics, Inc.

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is dated as of this 28 day of December, 2023 ("Effective Date"), by and between **HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**, a California public entity duly organized and existing under Appendix 2 of the California Harbors and Navigation Code ("District"), and **ONTRAC LOGISTICS, INC.**, a Delaware corporation ("Tenant").

A. Pursuant to the "Commercial Lease" dated June 1, 2021, by and between District and Tenant (the "Original Lease" which, together with any and all amendments and modifications thereto, are collectively referred to herein as the "Lease"), and the First Amendment to Lease dated May 31, 2023, District subleases to Tenant certain real property and improvements located at the address commonly known as 364 East Vance Road, Samoa, California, as more particularly set forth in the Lease (the "Premises").

B. District and Tenant agree to amend the Lease to extend its term and make other modifications to the Lease, as more particularly described in this Second Amendment.

NOW THEREFORE, in consideration of the recitals above, the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension. The duration of the Lease is hereby extended for a period commencing on January 1, 2024 (the "Renewal Start Date") and expiring at 11:59 PM (local time where the Premises is located) on December 31, 2024 (the "Renewal Expiration Date"), unless terminated sooner or further extended pursuant to the provisions of the Lease (with such period from the Renewal Start Date to the Renewal Expiration Date being the "Renewal Term"). The Renewal Term is hereby made a part of the term of the Lease, and all references in the Lease to the duration or term of the Lease shall be considered to mean the duration or term of the Lease as extended by this Second Amendment.

2. Rent. During the Renewal Term, the Base Rent provided in Section 2.1 of the Lease shall be \$5,671.33 per month.

3. Option to Renew. Tenant shall have the option (herein the "Additional Renewal Option") to extend the term of the Lease for a period commencing on January 1, 2025, and expiring at 11:59 PM (local time where the Premises is located) on December 31, 2025 (said time period being referred to herein as the "Additional Renewal Term").

a. Tenant may exercise the Additional Renewal Option by written notice to District given not less than 30 days prior to the last day of the Renewal Term. The giving of such notice shall be sufficient to make the Lease binding for the Additional Renewal Term without further act of the parties.

b. The terms and conditions of the Lease for the Additional Renewal Term shall be identical with the Renewal Term except that Tenant will no longer have any option to renew the Lease for an additional term following the expiration of the Additional Renewal Term. Rent (e.g., Base Rent, Additional Rent, etc.) for each month of the Additional Renewal Term shall remain the same as during the Renewal Term.

c. The Additional Renewal Term is contingent upon District and/or Tenant possessing the appropriate valid regulatory approvals per Section 3.3 of the Lease.

4. Notices to Tenant. Notwithstanding anything to the contrary in the Lease, all notices to Tenant shall be delivered to the following:

OnTrac, Inc.
8401 Greensboro Drive, 7th Floor
McLean, Virginia 22102
Attn: General Counsel

With a concurrent copy to: legaldepartment@ontrac.com; leases@ontrac.com.

5. No Default. As of the Effective Date, District confirms and states that: (a) Tenant is not in breach or violation of the Lease; and (b) District does not have (and is not aware of) any claim, cause of action, charge, or right against Tenant in respect of any default of the Lease or otherwise.

6. Representations. District and Tenant each respectively represent and warrant that: (i) it has good right, full power, and authority to execute and deliver this Second Amendment, make the statements and assurances included herein, and perform all obligations of it as set forth herein; (ii) the execution and delivery of this Second Amendment, and performance of the terms and conditions required thereby, have been duly authorized by all necessary action of District and Tenant, respectively, and it will not conflict with or constitute a default or violation of any agreement, order, judgment, or otherwise; (iii) it was represented by counsel of its own choosing throughout the negotiation of this Second Amendment, or freely chose not to be represented by counsel; and (iv) it is freely and voluntarily executing this Second Amendment. District confirms that it obtained all necessary approvals and consents from HBDA and from NMCC, CNMC, and any other lenders and/or mortgagees having an interest in the Premises. Each party hereto agrees to take such further action and execute such additional documents as shall be reasonably necessary to carry out the terms and conditions of this Second Amendment.

7. Entire Agreement. This Second Amendment and the Lease shall be deemed to be, for all purposes, one instrument. All terms, conditions, and provisions of the Lease remain in full force and effect except as modified or amended by this Second Amendment. All terms and provisions of the Lease shall be deemed modified as necessary to give practical effect to the terms and provisions of this Second Amendment. To the extent that the terms and provisions of this Second Amendment conflict with the other language of the Lease, the terms and provisions of this Second Amendment shall control. Unless otherwise expressly defined in this Second Amendment, defined terms and phrases used herein shall have the meanings ascribed to such terms and phrases in the other Lease documents. The Lease constitutes the full and complete understanding of the parties with respect to the Premises, the Lease, the leasehold interest created thereby; and there are no other written or oral agreements between the parties relating thereto. The terms of this Second Amendment are contractual and not a mere recital.

8. Binding. The Lease is binding upon and shall inure to the benefit of the successors and assigns of the respective parties. The parties hereto represent and warrant to each other that each has the full right and authority to enter into this Second Amendment and perform its respective obligations under the Lease, and that those persons signing below on behalf of the respective party are authorized to do so by all necessary and appropriate actions.

9. Counterparts; Electronic Execution. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Second Amendment may be validly executed and delivered by facsimile or by email in a PDF attachment and/or by electronic signature and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile or by email in a PDF attachment and/or by electronic signature,

the parties shall use diligent efforts to deliver originals as promptly as possible after execution if so requested. Each party agrees that the electronic signatures of the parties, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual wet ink signatures.

TO INDICATE THEIR AGREEMENT TO THE FOREGOING, the parties hereby sign this Second Amendment to Lease.

TENANT:
ONTRAC LOGISTICS, INC.

By: 

Name: Christopher Lobo

Title: Executive Vice President

Date: December 22, 2023

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

By: 

Name: CHRIS MIKKELSEN

Title: EXECUTIVE DIRECTOR

Date: 12/28/2023

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: January 2, 2024

TITLE: Review and Approve a Lease with Lee Figas

STAFF RECOMMENDATION: Staff recommends the Board: Review and approve a lease for a term of one (1) year commencing January 1, 2024, with Lee Figas.

SUMMARY: On June 27, 2023, the District acquired a certain piece of Real Property identified as Assessor Parcel Number 401-031-083 on the Samoa Peninsula, which is intended to be developed as a portion of the proposed Humboldt Heavy Lift Marine Terminal. At the time of acquisition, Lee Figas was an existing tenant in possession of a certain portion consisting of approximately 90,000 sq ft +/- of the acquired parcel and has asked to remain until the property is developed.

ATTACHMENTS

A. Lease – Lee Figas

Commercial Lease Agreement

This lease is made effective by and between Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called "Lessor" and Lee Figas, hereinafter called "Lessee."

1. Premises: Lessor herewith lets, Lessee herewith leases from Lessor those certain premises described as follows: Commercial yard space of 90,000 square feet (+/-), currently known as Lot in Samoa, California 95564 within APN# 401-031-083.
2. Term: The term of the lease shall be for one year with the effective date of January 1, 2024.
3. Rent: The Lessee shall pay to the Lessor during the term of this lease, One Thousand Dollars (\$1,000.00) per month, due on the first of each month.
4. Security Deposit: A deposit in the amount of Zero Dollars (\$00.00) is due.
5. Notice: All notices and demands shall be in writing either personally delivered or sent certified mail, postage prepaid to the parties at the following address:
6. Use of the Premises: Lessee shall use the premises solely for the purposes of operating a logging business. Lessee shall not conduct any business on the premises that will cause an increase in existing fire insurance rates or cancellation of any policy covering the premises.
7. Other Lessees: Lessee shall not permit any act or omission on the premises let hereunder which in any way will obstruct or interfere with the rights of other tenants or occupants of adjacent property belonging to Lessor.
8. Property Taxes: (a) Lessor shall pay the real estate taxes on the premises and the property in which the premises are located, Lessee shall pay any and all taxes associated with any improvements made by Lessee and affixed to the premises and any and all taxes assessed on Lessee's personal property
9. Alterations: Lessee shall make not alterations or additions to the premises without the written consent of the Lessor. Lessor may require, at Lessor's sole discretion, engineering or architectural opinions if reasonably necessary, and may impose such further and additional conditions as are necessary to protect the interests of the lessor and other tenants of Lessor on adjacent premises. The right to withhold consent by Lessor is absolute and shall be at Lessor's sole discretion.
10. Repairs: Lessor shall maintain interior and exterior of the building, including the landscaping.
11. Liens: Lessee shall not suffer or permit any liens of any type on the premises as a consequence of a mechanic or material lien.
12. Abandonment: Lessee shall not vacate or abandon the premises during the term of this lease. Should Lessee abandon the premises, any personal property belonging to Lessee shall be deemed abandoned.

13. **Assignment and Subletting:** Lessee shall not assign or sublet the within lease except with the written permission of Lessor, first had and obtained. The consent of Lessor on one occasion shall not be deemed consent to future assignments or subletting. The consent to an assignment shall not be unreasonably withheld. In the event that Lessee should seek consent to assignment or subletting, Lessee shall submit satisfactory evidence to the financial ability of the proposed assignee or subtenant.

14. **Liability Insurance:** Lessee shall carry public liability insurance with insurers licensed to do business in the State of California and shall cause Lessor to be named as an additional insured there upon with the premises shown as the insured premises. The amount of such insurance shall be not less than one million dollars (\$1,000,000.00) for personal injuries per accident, and \$500,000.00 property damage. Lessee will provide Lessor with a certificate of such insurance. Such certificate shall require 30 days' notice to Lessor, in writing, as a condition precedent to the elimination or reduction of coverage. Said certificate shall also reflect that the policy contains a contractually assumed liability waiver endorsement.

15. **Utilities:** All utilities paid by lessor.

16. **Holding Over:** If, with Lessor's consent, Lessee holds over, Lessee shall be a tenant from month to month at the rental rate of 125% of the monthly rent. All other provisions of this lease shall stay in force.

17. **Entry by Lessor:** Lessor shall have the right, upon 24 hours written or verbal notice to tenant or designated other, to enter the premises at all reasonable times so as to ascertain that Lessee is in compliance with the within lease. Prior notice is not required in the case of an emergency as determined by the Lessor.

18. **Default:** Lessee shall be in default of this lease if Lessee fails to pay any rental or other payment to be made by Lessee hereunder on the due date, or otherwise abandons or vacates the premises. In accordance with the Code of Civil Procedure Section 1161, Lessee shall have three (3) days in which to cure any default in rent. Lessee shall further be in default if Lessee fails to keep any covenant herein contained after 15 days of written notice from Lessor. In the event of default by Lessee, Lessor shall have all remedies available to Lessor at law or at equity and have the right to immediately terminate this lease and all rights of Lessee hereunder.

In such event, Lessor may recover from Lessee the worth at the time of the award of any unpaid rent or other charges which have been earned at the time of termination together with the worth at that time of any other unpaid rent to be earned in the future less other charges that Lessee proves could be reasonable avoided.

19. **Signs:** Lessee shall place no signs upon the premises without the prior consent of Lessor, said consent will not be unreasonably withheld provided that such proposed sign is in good taste and in keeping with the adjacent improvements owned by Lessor.

20. **Attorney Fees:** In the event of suit or other proceedings in reference to this lease, the prevailing party shall be entitled to an award of costs and attorney fees.

21. **Surrender of the Premises:** Upon expiration of the term, or any extension, Lessee shall quit the premises in the same condition a received saving and accepting reasonable wear and tear. If requested by Lessor, Lessee shall remove Lessee's personal property, and shall repair any damage occasioned thereby.

22. Waiver: Waiver by Lessor of any term, covenant or condition shall not be a waiver of any subsequent event or preceding breach.

23. Successors: This lease shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease on the day and date first written above.

LESSOR: Humboldt Bay Harbor, Recreation and Conservations District

Name _____ Date _____

LESSEE: Lee Figas

[REDACTED]

Name _____ Date _____

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: January 4, 2023

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

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include project schedule, budget, funding opportunities, tasks completed, tasks underway, upcoming tasks, the latest overall project strategy, and agreements with Crowley Wind Services. This report will provide an update for the month of January 2024.

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: January 4, 2024

TITLE: Consider Adopting Resolution 2024-01, A Resolution Committing the District to Developing and Adopting a Green Terminal Strategy and Roadmap for the New Heavy Lift Multipurpose Terminal to Support the Offshore Wind Industry

STAFF RECOMMENDATION: Staff recommends the Board: Adopt Resolution 2024-01, committing the District to develop and adopt a Green Terminal Strategy for the New Heavy Lift Multipurpose Terminal to support the offshore wind industry.

SUMMARY: The District is actively working to develop a Heavy Lift Multipurpose Terminal to support the offshore wind industry. This item is for a resolution to commit the District to developing and adopting a Green Terminal Strategy for the project by March of 2025.

DISCUSSION: The State and Federal governments have established ambitious goals for renewable energy generation through offshore wind development. These efforts to combat climate change represent an economic opportunity for the Port, the State, the Pacific region, and the entire nation. Achieving these goals also presents complex logistical challenges, including the development of new port and port-terminal facilities throughout California, including within Humboldt Bay. Offshore wind development will require new heavy lift marine terminal facilities, upland infrastructure/laydown areas, manufacturing centers, and logistics facilities.

A report published by BOEM in early 2023 determined that only three ports in California are capable of hosting "Staging and Integration" (S&I) sites, which will "...assemble the floating turbine systems for towing to the offshore wind areas."¹ The three ports capable of hosting S&I sites are Humboldt Bay, Los Angeles, and Long Beach. According to a different report² published less than a month ago by the California State Lands Commission:

¹ <https://www.boem.gov/BOEM-2023-010>: California Floating Offshore Wind Regional Ports Assessment; U.S. Department of the Interior, BOEM; January 2023; page 22.

² <https://www.slc.ca.gov/content-types/port-readiness-plan/>: AB 525 Port Readiness Plan; California State Lands Commission; July 7, 2023; page 5.

- The Port of Humboldt plans to develop two S&I sites, with “Ready Dates” of 2028 and 2031.
- The Port of Long Beach plans to develop two S&I sites, with “Ready Dates” of 2031 and 2035.
- The Port of Los Angeles does not have any plans to develop an S&I site.
- No other ports have announced plans to develop S&I sites.

Thus, without an S&I site coming online in Humboldt Bay in 2028, the State of California cannot reach its goal of 5 GW of offshore wind by 2030. As a result, the West Coast floating offshore wind industry would be delayed, along with the many benefits that offshore wind will address (reversal of climate change and subsequent environmental improvements, transportation and shipping enhancements, energy resiliency, economic and employment advancements, a shift towards greater social and environmental equity, etc.).

As presented to the Board at several past meetings, the Harbor District is redeveloping the existing Redwood Marine Terminal to support the offshore wind industry. These improvements will create a multipurpose terminal that can support existing industry as well as serve as a primary facility for the manufacturing, import, staging, preassembly, final assembly, and loadout of large offshore wind components, including both wind turbine generation components and floating foundation components. To date, the District has received over \$19M in grant funding for the project.

The development of a “Green Terminal Strategy” is an important topic of consideration for many members of the local community. Fortunately, the District has been working on this topic for over a year and a half. In March of 2022, the District Board approved a contract with Moffatt & Nichol, which included the following:

- Green Port/Electrification Assessment: identify marine terminal development requirements to provide a zero-carbon port facility including assessment of power needs for full buildout.
- Green Port Analysis. Establish green port development criteria and guidance for the planned phased buildout. Evaluate feasibility and develop concepts for incorporation of renewable energy onsite (ground or roof mounted solar) and offsite to meet power demand needs. Assess alternatives for port decarbonization such as offsite power purchase and utilization of onsite renewable energy to meet the clean and renewable goals for the development.
- Electrical Utility Needs Analysis. Based on power demand requirements for the phased terminal buildout, evaluate electrical infrastructure upgrade and modification requirements. Work with local utility provider to review if planned upgrades are sufficient to meet future terminal needs or what improvements may be required.
- Energy Use Analysis. Develop summary of energy use needs for proposed phased terminal buildout and its intended uses. Develop power requirements and identify critical power load demands.
- Power and Utilities Assessment: assess existing grid capabilities to meet terminal electrification requirements (substation and grid) including outreach to power authority – assess other utility upgrades that may be required...

So, the District has the budget and a contract to complete the technical studies necessary to inform a “Green Terminal Strategy.” The envisioned Green Terminal Strategy may include more than what is outlined above, but will cover power usage at a minimum.

Over the course of the coming 12 months, staff and our contracted consultants will work on developing the framework and timeline for a Green Terminal Plan that will be adopted by the Board. In the meantime, it is important for the Board to demonstrate the District’s commitment to the development and adoption of a Green Terminal Strategy.

The Attached Resolution commits the District to develop a “Green Terminal Strategy and Roadmap” for the project and to bring the Strategy/Roadmap before the board for adoption no later than March of 2025. The Strategy/Roadmap is to include goals and timelines for site operations to have “net-zero carbon emissions.” The Strategy/Roadmap will also include individual goals/timelines for specific categories. Finally, the Resolution directs staff to form an advisory committee of interested/affected parties to help guide the development of the Strategy/Roadmap.

Additional information about the overall project can be found here:

- Summary video: <https://www.youtube.com/@humboldtbayharbordistrict>.
- Project website: <https://humboldtbay.org/humboldt-bay-offshore-wind-heavy-lift-marine-terminal-project-3>
- “Public Engagement Strategy” for the project:
https://humboldtbay.org/sites/humboldtbay.org/files/HBHRCD_WindTerminalCommunityEngagementStrategy.pdf.

ATTACHMENTS:

- A Resolution 2024-01

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

RESOLUTION NO. 2024-01

**A RESOLUTION COMMITTING THE DISTRICT TO DEVELOPING AND ADOPTING A GREEN
TERMINAL STRATEGY AND ROADMAP FOR THE NEW HEAVY LIFT MULTIPURPOSE TERMINAL
TO SUPPORT THE OFFSHORE WIND INDUSTRY**

WHEREAS, the planet is in the midst of an ongoing climate crisis caused by emissions of carbon and other greenhouse gasses from human activity; and

WHEREAS, solutions to the climate crisis should not contribute to the problem through excess emissions; and

WHEREAS, offshore wind has tremendous potential to reduce carbon emissions from electricity generation; and

WHEREAS, the Federal Government has established a goal of 30 gigawatts of offshore wind energy by the year 2030 and the State of California has established a goal of 25 gigawatts of offshore wind energy by the year 2045; and

WHEREAS, on March 29th, 2021, the President Biden Administration announced a whole of government approach to catalyze offshore wind energy, strengthen the domestic supply chain, and create good-paying jobs; and

WHEREAS, the federal Bureau of Energy Management (BOEM) is in the process of leasing an offshore wind area off the coast of Humboldt (consisting of two sub-areas) and an offshore wind area off the coast of Morro Bay (consisting of three sub-areas) to five international energy companies; and

WHEREAS, BOEM has identified future lease areas off the coasts of Oregon and California; and

WHEREAS, studies published in 2023 by BOEM, the California State Lands Commission, and the National Renewable Energy Lab have each independently determined that an offshore wind “staging and integration port terminal project” must be developed in Humboldt Bay in order for the State and Federal governments to reach established renewable energy goals; and

WHEREAS, in response to calls from the State to develop a Heavy Lift Marine Terminal to further offshore wind energy and to address climate change, the Harbor District has identified and prepared a master plan on approximately 180+ acres of existing coastal dependent industrial

lands to develop a new “staging and integration port terminal project” consisting of a heavy lift terminal, upland tarmac, and manufacturing facilities; and

WHEREAS, as of 12/13/23, the Harbor District has received more than \$19,700,000 in State/Federal grants to advance the project; and

WHEREAS, when the staging and integration port terminal project is constructed, Humboldt Bay will serve as a primary hub for offshore wind development on the West Coast of North America; and

WHEREAS, fossil fuel-powered operations emit air pollutants that can cause health impacts to workers and fence line communities; and

WHEREAS, the Harbor District has an opportunity to join other ports in California that have already committed to achieving net-zero emissions by 2030; and

WHEREAS, the Harbor District is seeking to develop the project as an environmentally-friendly “green terminal” that will reduce local environmental and health impacts and be a point of pride for our community, the State of California, and the nation.

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

SECTION 1. The Board directs staff to collaborate with the terminal developer and operator to develop a “Green Terminal Strategy and Roadmap” for the project and to bring the Strategy/Roadmap before the board for adoption no later than March of 2025.

SECTION 2. The Board directs staff to work with the terminal developer and operator to ensure that the Strategy/Roadmap includes goals and timelines for site operations to have “net-zero carbon emissions.” The Strategy/Roadmap will include individual goals/timelines for specific categories, such as:

- Limiting emissions to the extent feasible at the outset of operations.
- At-berth electricity for marine vessels (“shore power”).
- Zero-emission charging/fueling infrastructure for vehicles/equipment.
- On-site power generation, such as roof-mounted solar, ground-mounted solar, battery storage, and/or microgrids.
- Purchasing renewable energy for use at the terminal.
- Other relevant categories.

SECTION 3. The Board directs staff to form an advisory committee of interested/affected parties (including the terminal developer/operator) to help guide the development of the Strategy/Roadmap.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **11th day of January 2024** by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____, President
Board of Commissioners

_____, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2024-01** entitled,

A RESOLUTION COMMITTING THE DISTRICT TO DEVELOPING AND ADOPTING A GREEN TERMINAL STRATEGY AND ROADMAP FOR THE NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **11th day of January 2024**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **11th day of January 2024**.

_____, Secretary
Board of Commissioners

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
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
January 11, 2024**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: December 22, 2023

TITLE: Consider Adopting Resolution 2024-02: Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-06 with Conditions for the Eureka Flood Reduction and Sea Level Rise Resiliency Project

STAFF RECOMMENDATION: Staff recommends that the Board: Adopt Harbor District Resolution No. 2024-02 which includes:

- Adopting an Initial Study/ Mitigated Negative Declaration (IS/MND) and Establishing Findings Relative to the Permit Application for the Eureka Flood Reduction and Sea Level Rise Resiliency Project
- Approving Permit 2023-06 with conditions for the Eureka Flood Reduction and Sea Level Rise Resiliency Project

SUMMARY: The City of Eureka (City) Flood Reduction and Sea Level Rise Resiliency Project (Resiliency Project) includes multiple locations and will provide needed improvements to central and western areas of the City; one Project location is within Harbor District jurisdiction (Figure 1). The Resiliency Project would provide flood reduction and sea level rise resiliency through the replacement of undersized storm drain piping and culverts, installation of tide gates to manage flows and limit saltwater intrusion into the stormwater system, construction of Low Impact Development (LID) features including rain gardens, and limited earthwork within Palco Marsh to increase stormwater storage capacity (Figure 2). The Resiliency Project would also include the installation of trash capture devices (TCDs) to reduce the amount of pollution that could potentially enter Humboldt Bay. The Project IS/MND was adopted by the City of Eureka Planning Commission on August 14, 2023. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

Figure 1. Permit Location within Resiliency Project

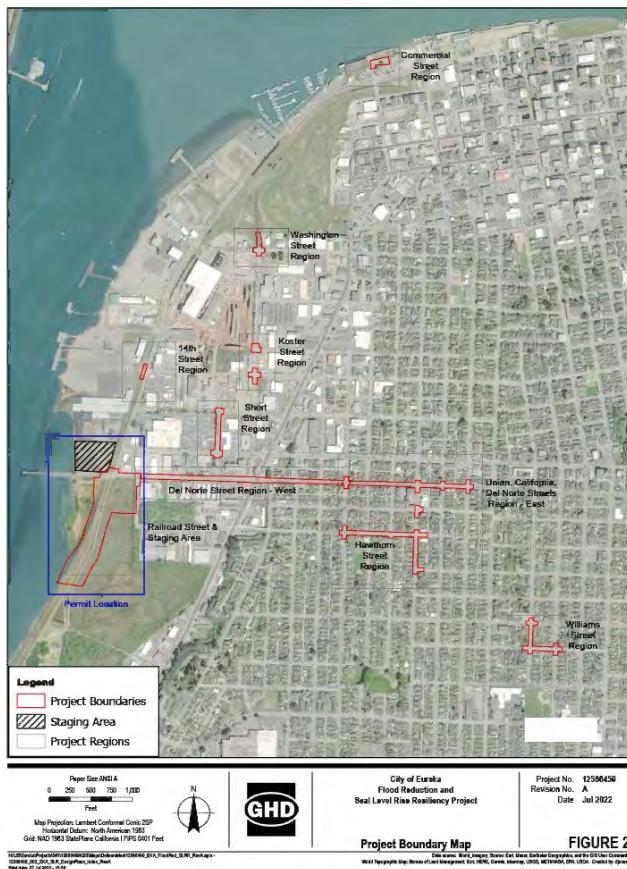


FIGURE 2

Figure 2. Project Concept for Permit in Railroad Region

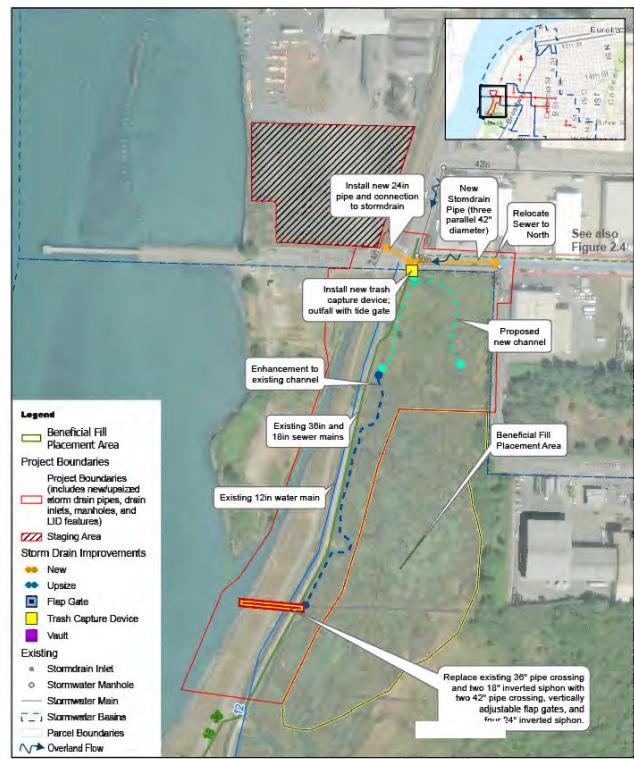


FIGURE 2.1

BACKGROUND: Project work would occur at Palco Marsh adjacent to Humboldt Bay. This location is also referred to as the Railroad Region in the project IS/MND and the permit application. The nearest cross streets are Del Norte St. and Railroad Ave. Palco Marsh is generally flat and provides coastal salt marsh habitat. Humboldt Bay is west of the project area. Enhancements to the existing muted tidal system at Palco Marsh include channel excavation and replacement of the existing hydraulic conveyance structure between the marsh and Humboldt Bay with larger capacity culverts and adjustable flap gates.

DISCUSSION: The new culverts and tidal channel would increase the lower tidal range, match existing tidal inundation duration, store peak water levels within the marsh area and avoid offsite flooding, enhance sediment exchange from the Bay to Palco Marsh, reduce velocities within the crossing, and enhance sediment deposition on the marsh plain to promote adaptation of the marsh ecosystem to rising sea levels. A trash capture device that contains a tide gate would be located at the existing Del Norte Street and Railroad Avenue outfall into Palco Marsh and would connect to newly replaced storm drainpipes adjacent to Palco Marsh. Excavation of approximately 350 feet of new channel would occur in the northern extent of Palco Marsh to between elevation 2 ft to 2.5 ft; excavation of a tidal pond with a sill at Mean Tide Level (MTL) in an existing low elevation area; deepening 800 feet of existing channel ranging in flow line elevation 3 ft to 5 ft to a range of 1.5 ft to 2 ft; and placement of excavated soils in Palco Marsh in locations that have subsided and no longer exhibit marsh habitat or elevations.

Due to the surrounding development and high intensity uses, the Project Area does not provide suitable habitat for special status mammals, including bats, and none were observed during reconnaissance level surveys or technical surveys. One special status plant species, Point Reyes bird's-beak, was observed during floristic surveys. No construction is proposed in this area and IS/MND Mitigation Measure BIO-1 (Pre-construction Survey for Point Reyes bird's-beak) would ensure avoidance. Regular presence of ESA- or CESA-listed species is not expected within the tidal channels, as water levels draw down considerably during low tide to expose the mudflat or channel bottoms with small, shallow, isolated pools. Project activities would include dewatering of Palco Marsh and Clark Slough and construction adjacent to Humboldt Bay. It is unlikely that aquatic species would be within Palco Marsh, Clark Slough or the tidal inlet. Mitigation measures were adopted by the City of Eureka to reduce potential impacts to less than significant.

Portions of the Project that are aboveground will generally match the ground elevation and therefore will not block views of Humboldt Bay from the shoreline. Segments of the former Northwestern Pacific Railroad also cross through the western Project Area; the Project will replace the inverted siphon under the railroad. The Project will not modify existing public access via the waterfront trail located just east of the railroad and west of Palco Marsh. The Project Area is included in the mapped FEMA 100- year flood zone. Archaeological resources were not identified, however inadvertent discovery and cultural monitoring mitigation will occur as described in Mitigation Measures CR-1, CR-2 and CR-3 of the CEQA document. The City of Eureka adopted a Mitigation Monitoring and Reporting Program and is responsible for implementing all mitigation measures.

Construction of the Resiliency Project would occur within one to two construction seasons, likely commencing in the late Spring/early summer 2024 and continuing eight to twelve months. Construction of the Palco Marsh area elements will require approximately eight weeks and would occur from June 15 through October 15. If feasible, vegetation clearing outside of the nesting bird season would occur first, prior to March 15 or after August 15. Vegetation clearing would consist of removal of herbaceous plants and shrubs; no tree removal is anticipated.

The Project obtained a City of Eureka Conditional Use Permit (CUP-23-0004) on August 14, 2023. Because the improvements within Palco Marsh are located in the Natural Resource (NR) zone, the Project required a CUP from the City. The City submitted applications that are pending to the United States Army Corps of Engineers for a Clean Water Act (CWA) section 404 permit and Water Quality Certification from the North Coast Regional Water Quality Control Board under Section 401 of the CWA. The Applicant also applied to the Coastal Commission to obtain a Coastal Development Permit which is also pending.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The City of Eureka prepared and adopted an Initial Study and Mitigated Negative Declaration (IS/MND) (SCH # 2023060362) for the overall project. The IS/MND was filed with the Humboldt County Recorder's Office, the Office of Planning and Research State Clearinghouse, and made available for public review on June 13, 2023. The Notice of Intent was published in the Times-Standard on June 13, 2023. The review period ended at 5:00 pm on July 13, 2023. The City received

one comment letter and responded to the comments in the Final IS/MND that was adopted by the City's Planning Commission on August 14, 2023. Mitigation measures were adopted for affected environmental factors, reducing potential impacts to less than significant. Therefore, the Initial Study and Mitigated Negative Declaration determine that the project's impacts will be less than significant with mitigation incorporated. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

ATTACHMENTS:

- A. Resolution No. 2024-02 Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-06 with Conditions for the Eureka Flood Reduction and Sea Level Rise Resiliency Project

Exhibit A-1. Humboldt Bay Harbor, Recreation and Conservation District Permit 2023-06 for the Eureka Flood Reduction and Sea Level Rise Resiliency Project

Documents incorporated here by reference are on file with the Harbor district and available online (<https://humboldtbay.org/public-notices-announcements-information> - October 20, 2023):

- Application – Eureka Flood Reduction and Sea Level Rise Resiliency Project (including Public Draft IS/MND)
- California Environmental Quality Act – Final Initial Study/Mitigated Negative Declaration for the Eureka Flood Reduction and Sea Level Rise Resiliency Project, August 14, 2023

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

RESOLUTION NO. 2024-02

**A RESOLUTION ADOPTING AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND
ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2023-06
WITH CONDITIONS FOR THE EUREKA FLOOD REDUCTION AND SEA LEVEL RISE RESILIENCY
PROJECT**

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges; and,

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts; and,

WHEREAS, the City of Eureka (City) applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Eureka Flood Reduction and Sea Level Rise Resiliency Project “Project”; and

WHEREAS, consistent with Humboldt Bay Harbor, Recreation, and Conservation District Ordinances and the Harbors and Navigation Code, an application was filed and accepted by the Board on June 8, 2023 and a Notice of Application was published and sent to adjacent property owners and regulatory agencies; and

WHEREAS, the California Environmental Quality Act of 1970, as amended (CEQA) requires that in the approval of a project for which a mitigated negative declaration (MND) has been prepared (SCH#2023060362) the decision making body shall review said MND and make findings regarding the significant effects on the environment identified in the MND; and

WHEREAS, the Project was subject of an Initial Study and Mitigated Negative Declaration (IS/MND) prepared by City of Eureka as the lead agency under CEQA and that MND was adopted by City of Eureka on August 14, 2023; and

WHEREAS, the Commission does hereby certify that acting as a responsible agency for the Project under CEQA, it considered the information contained in such MND and concurred in the analysis and conclusions set forth in said documents; and

WHEREAS, the Board of Commissioners has been presented with certain evidence relating to the impact of the Flood Reduction and Sea Level Rise Resiliency Project upon the air,

land, environment, and ecology of the Bay under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

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

SECTION 1. That the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the Board of Commissioners makes the following findings: (1) it has independently reviewed and analyzed the MND and other information in the record and has considered the information contained therein prior to acting upon or approving the portion of the Project before the Board for consideration, (2) the MND prepared for the Project was completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA and (3) the MND represents the independent judgment and analysis of the Humboldt Bay Harbor District as a responsible agency for a portion of the Project.

SECTION 3. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:

- a) The proposed uses are necessary to promote public safety, health, comfort, and convenience of the public;
- b) The proposed uses are required by the public convenience and necessity;
- c) The proposed uses will not have any substantial adverse environmental or ecological effect;
- d) The proposed use is consistent with the Humboldt Bay Management Plan;
- e) The permit, right, or privilege is reasonably required by public convenience to promote growth, and to meet area demands, and does not adversely affect the environment or ecology of the area to any substantial degree; and
- f) The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

SECTION 4. That the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners does hereby issue Permit 2023-06 approving the Eureka Flood Reduction and Sea Level Rise Resiliency Project (Exhibit A-1) with conditions.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 11th day of January 2024 by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

_____, President
Board of Commissioners

_____, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2024-02** entitled,

A RESOLUTION ADOPTING AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2023-06 WITH CONDITIONS FOR THE EUREKA FLOOD REDUCTION AND SEA LEVEL RISE RESILIENCY PROJECT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **11th day of January 2024**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January 2024.

_____, Secretary
Board of Commissioners

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT

Permit No. 2023-06

601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030

Permittee:

The City of Eureka

Contact: Kelly Allen

531 K Street, Eureka, CA 95501

kallen@eurekaca.gov;

707-268-5253

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2023-06, filed by the City of Eureka, hereinafter referred to as "**Permittee**", and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRC)** as responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination adopting the Mitigated Negative Declaration (SCH# 2023060362) and the Board of Commissioners of the **District** having on January 11, 2024, passed Resolution No. 2024-02 establishing findings relative to the Application by **Permittee** for the Eureka Flood Reduction and Sea Level Rise Resiliency Project as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District** and the mitigated negative declaration referred to above.

You are hereby authorized to conduct that activity described in the Permit Application (as amended) of **Permittee** consisting of:

The City of Eureka (City) Flood Reduction and Sea Level Rise Resiliency Project (Resiliency Project) includes multiple locations and will provide needed improvements to central and western areas of the City to provide flood reduction and sea level rise resiliency. There is one location out of the overall project within Harbor District jurisdiction. Work in this location will include the replacement of undersized storm drain piping and culverts, installation of tide gates to manage flows and limit salt water intrusion into the stormwater system, construction of Low Impact Development (LID) features including rain gardens, and limited earthwork within Palco Marsh to increase stormwater storage capacity more particularly described in the Application filed by **Permittee**.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.
2. That all work authorized by this Permit shall further be subject to the approval of the following public agencies as applicable:
 - A. United States Army Corps of Engineers
 - B. North Coast Regional Water Quality Control Board
 - C. California Coastal Commission
 - D. California Department of Fish and Wildlife

and **Permittee** shall fully comply with all regulations and conditions affecting such work as imposed by the above agencies.

3. That the mitigation measures described in the Mitigated Negative Declaration for the Eureka Flood Reduction and Sea Level Rise Resiliency Project are made conditions of this permit by reference.
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on **January 11, 2025**. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date. Up to four (4) one year extensions may be granted, for a total permit term of up to five years.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be

implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' 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 Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §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, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

15. That this Permit is valid as of January 11, 2024 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 11th day of January 2024, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

, Chair
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District

The City of Eureka, **Permittee**, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **District**, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

The City of Eureka, **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may suffer from claims and demands from attorneys' 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 Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorney's 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, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: _____

City of Eureka Representative