

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

DATE: **April 14, 2022**

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

PLACE: **Join Zoom Meeting**
<https://us02web.zoom.us/j/6917934402>

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

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

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

2. Public Comment

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

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Terms of Purchase and or Lease of Real Property on Samoa Peninsula, Humboldt County, With Assessor's Parcel Numbers, 401-031-083-000, 401-112-030-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, Pursuant to California Government Code § 54956.8. District Negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating Party: Town of Samoa, Green Diamond, Sniper Properties. Under Negotiation: Price and Payment Terms.
- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

Agenda for April 14, 2022 Regular Board Meeting

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues NOT itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public NOT appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. Callers can "raise their hand" by pressing (STAR) *9 and unmute themselves by pressing (STAR) *6.*

8. Consent Calendar

- a)** Adopt Minutes for March 10, 2022 Regular Board Meeting
- b)** Receive District Financial Reports for February 2022
- c)** Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- d)** Approve a Change Order in the Amount of \$32,484.69 to the Clean Earth Contract to Remove Hazardous Materials from Redwood Marine Terminal II
- e)** Consider Accepting for Filing District Permit No. 2022-03 City of Arcata Non-Motorized Boat Launch
- f)** Approve Employment Contract for Natural Resources Coordinator
- g)** Approve MOA-2022-023, a data-sharing Agreement between the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Center for Operational Oceanographic Products and Services (CO-OPS) and the Humboldt Bay Harbor, Recreation and Conservation District for the Quality Control and Dissemination of Data for the Humboldt Bay Physical Oceanographic Real-Time System (PORTS) to remain in effect until December 31, 2026

9. Communications, Reports and Correspondence Received

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

- e) Correspondence Received

10. Unfinished Business

- a) **Consider Adopting Amendment No. 4 to Ordinance No. 10: An Amendment to Ordinance 10 of the Humboldt Bay Harbor, Recreation and Conservation District Amending and Adjusting the Boundaries of the Election Divisions of the Humboldt Bay Harbor, Recreation and Conservation District**

Recommendation: Staff Recommends that the Commission: Adopt Amendment NO. 4 to Ordinance NO. 10 and consent to read by title only. Amendment No. 4 to Ordinance No. 10 of the Humboldt Bay Harbor, Recreation and Conservation District Amending and Adjusting the Boundaries of the Election Divisions of the Humboldt Bay Harbor, Recreation and Conservation District.

Summary: The Board Introduced the proposed amendment on February 10, 2022. The Ordinance would retain the District election boundaries in the same location with no changes. According to the Harbors and Navigation Code the boundaries of all election divisions for the Harbor District Commissioners shall be adjusted following each decennial federal census.

- b) **Consider Adopting Ordinance 20, An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property**

Recommendation: Adopt Ordinance 20 and consent to read by title only. Ordinance NO. 20: An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property.

Summary: The Board Introduced Ordinance 20 at their March 10, 2022 meeting. There is substantial evidence that storing or handling coal on and over District-owned property poses a danger to the health and safety of people living, working, visiting, and recreating on that and adjacent properties. If adopted, Ordinance 20 would ban the establishment and/or expansion of storage and handling of coal and/or petroleum coke on District-owned property.

11. New Business

- a) **Shelter Cove Fishing Preservation, Inc. Janitorial Agreement**

Recommendation: Staff recommends that the Board: Authorize the Executive Director to sign a services agreement with Shelter Cove Fishing Preservation Incorporated (SCFPI).

Summary: The Harbor District terminated the lease with Mario's Marina LLC on December 31, 2021. Through a Janitorial Services Agreement, the Harbor District has provided \$25,000 annually for SCFPI's services in the past and would like to renew that agreement for a two-year term.

b) Consider Approving Resolution 2022-02, thereby: Approving Harbor District Permit #2022-01 with Associated Conditions of Approval, Approving an associated CEQA Notice of Exemption, and Establishing Findings Relative to the Permit Application (Hog Island Dock Repair)

Recommendation: Staff recommends that the Board adopt Harbor District Resolution 2022-02 which includes:

- Approving Permit 2022-01 for the Hog Island Dock Repair Project
- Approving an associated CEQA Notice of Exemption
- Establishing Findings Relative to the Permit Application

Summary: Sequoia Investments X, LLC applied for a Harbor District permit to conduct a 5-year repair and maintenance plan for the Hog Island Dock located at Bivalve way, Samoa, CA (APN 401-301-007). The Harbor District Board is to consider issuing a permit. The purpose of the Project is to repair and/or replace defected piles and dock support structures. The replacement of piles would involve replacing the existing wood lateral beams with new steel I-beams (pile caps) and the steel piling will be welded or bolted to the I-beams. The total work area is approximately 3,000 sq. ft and the disturbed area will be approximately 75 linear feet and 225 square feet and is within the same footprint of the existing dock structures.

c) Review of Preliminary Budget and Goals for Woodley Island Marina, Shelter Cove and Fields Landing Boat Yard

Recommendation: Staff recommends the Board: Review and provide direction regarding the Preliminary budget and goals for Woodley Island Marina, Shelter Cove, and Fields Landing Boat Yard.

Summary: The budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors no later than August 1st.

d) Approve Purchase Order for Eel River Disposal to Allow for the Remaining Debris Piles at Redwood Marine Terminal II to be Removed

Recommendation: Staff recommends the Board: Approve purchase orders for the removal of debris and materials from Redwood Marine Terminal II.

Summary: On July 8, 2022, the Board approved the annual operating budget for Redwood Marine Terminal II (RMT II), which included \$26,100 for the removal and recycling of debris and materials, which remained on site, after the NMTC financed building improvements were completed.

e) Receive a Report Regarding Upcoming Grant Application for Port Infrastructure Development Program

Recommendation: Receive a report.

Summary: At the Regular Board Meeting scheduled for May 12, 2022, staff plans to bring before the Board an application for the Port Infrastructure Development Program (PIDP). The District is anticipated to request up to \$12,000,000. Staff anticipated that no General Funds will be used as matching funds, though staff does anticipate that the District will need to utilize as matching funds a portion of the \$10.45M grant issued to the District in March of 2022 by the California Energy Commission.

12. Future Agenda Items

- e) Green Diamond Shared Services Agreement**
- f) Dredge Update**

13. Adjournment

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

March 10, 2022

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. both via video conference with a teleconference option.

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: 930 Vance Avenue, Samoa, CA (APN 401-031-077-000). Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Larry Henderson and David Nims. Under negotiation: price and terms of payment.
- b)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

REGULAR SESSION – 6:00 P.M.

ROLL CALL:

PRESENT: DALE
HIGGINS
KULLMANN
MARKS
NEWMAN

ABSENT: NONE

QUORUM: YES

PLEDGE OF ALLEGIENCE

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

REPORT ON CLOSED SESSION: No reportable action.

CONSENT CALENDAR

- a) Adopt Minutes for January 13, 2022 Regular Board Meeting
- b) Adopt Minutes for February 10, 2022 Regular Board Meeting
- c) Receive District Financial Reports for January 2022
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- e) Accept for filing Permit No. 2022-02 Master Baywater Intake System

COMMISSIONER MARKS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-E.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

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

UNFINISHED BUSINESS - NONE

NEW BUSINESS

- a) Consider Approval of a Contract with the California Energy Commission to Receive a \$10,450,000 Grant to Repurpose the Redwood Marine Terminal to Support Offshore Wind Energy Development
 - I. District staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. Jennifer Kalt commented.
 - IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE A CONTRACT WITH THE CALIFORNIA ENERGY COMMISSION TO RECEIVE A \$10,450,000 GRANT TO REPURPOSE THE REDWOOD MARINE TERMINAL TO SUPPORT OFFSHORE WIND ENERGY DEVELOPMENT.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE
Abstain: NONE

b) Consider Approval of a Contract with Moffatt & Nichol in the Amount of \$3,567,500 for Design, Permitting, and Coordination Services for the District's Multipurpose Terminal Replacement Project at Redwood Marine Terminal I and Navigation Channels

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Jennifer Kalt commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE A CONTRACT WITH MOFFATT & NICHOL IN THE AMOUNT OF \$3,567,500 FOR DESIGN, PERMITTING AND COORDINATION SERVICES FOR THE DISTRICT'S MULTIPURPOSE TERMINAL REPLACEMENT PROJECT AT REDWOOD MARINE TERMINAL I AND NAVIGATION CHANNELS AND TO APPROVE A PURCHASE ORDER FOR TASK ORDER NO. 1 IN THE AMOUNT OF \$1,358,723.00.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE

c) Consider Adopting Ordinance 20, An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Robin Gray Stewart and Jennifer Kalt commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO CONSIDER ADOPTING DRAFT ORDINANCE 20, AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT RELATING TO THE PROHIBITION OF THE STORAGE AND HANDLING OF COAL AND PETROLEUM COKE ON DISTRICT-OWNED PROPERTY.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN
Noes: NONE
Absent: NONE
Abstain: NONE

d) Receive an Update on the Samoa Peninsula Beautification Project and Provide Direction as Necessary

Draft Minutes for March 10, 2022 Regular Board Meeting

- I. Executive Director presented the item with Carla Avila from RCAA.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Robin Gray Stewart and Jennifer Kalt commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Report only, no formal action was taken.

e) Consider Consideration of Initial 2022-2023 District Budget Preparation Schedule

- 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. Executive Director changed the order of the Budget Schedule to consider Shelter Cove, Woodley Island Marina and Fields Landing Boat Yard on April 14, 2022 and Redwood Marine Terminals I and II with Dredging on May 12, 2022.
- V. Discussion only, no formal action was taken.

FUTURE AGENDA ITEMS

- a) Green Diamond Shared Services Agreement**
- b) Dredging Status Update (May 12, 2022)**
- c) Long Fin Smelt Sampling Update**

ADJOURNMENT – 7:15 P.M.

APPROVED BY:

Richard Marks
Secretary of the Board of Commissioners

RECORDED BY:

Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended February 28, 2022 and January 31, 2022

	<u>2/28/22</u>	<u>1/31/22</u>
Account Balances		
Checking	\$ 269,681	\$ 624,952
Savings	38,026	50,135
Tariff	1,197,895	913,028
County Treasury	851,983	877,391
Cash on hand	<u>1,589</u>	<u>1,697</u>
Total Cash	<u>2,359,174</u>	<u>2,467,203</u>

Add: Accounts Receivable (less doubtful accounts)	643,118	632,171
Less: Accounts Payable	(122,577)	(48,003)
Available Cash and Receivables	<u>\$ 2,879,715</u>	<u>\$ 3,051,371</u>

Change in Cash Balance

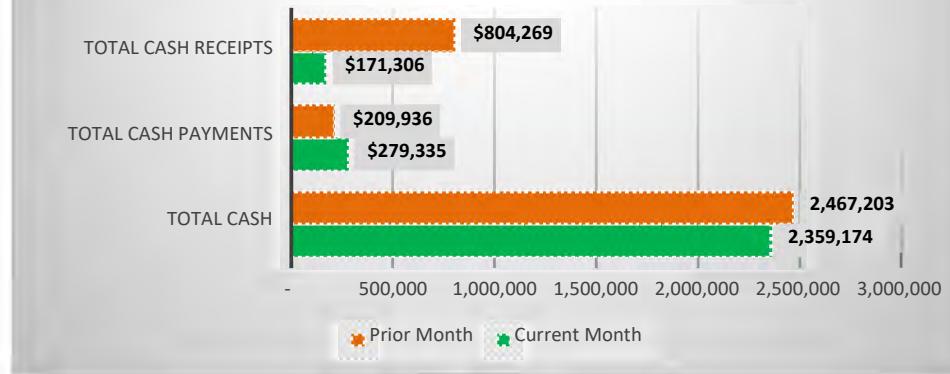
Balance, Beginning of Month	\$ 2,467,203	\$ 1,872,870
Monthly Deposits	171,306	804,269
Monthly Payments	(279,335)	(209,936)
Balance, End of Month	<u>\$ 2,359,174</u>	<u>\$ 2,467,203</u>

Monthly Expenses Summary

Significant/Unusual Expenses:		
Humboldt Bay Development Assoc lease payment	\$ 53,733	_____
Sub-total, Significance/Unusual Expenses	53,733	-
General operating expenses and other misc. expense	225,602	\$ 209,936
Total Cash Payments	<u>\$ 279,335</u>	<u>\$ 209,936</u>

Monthly Deposits Summary

Significant/Unusual Revenues:		
State Lands Commission 2021 Rescue grant	_____	\$ 576,191
Sub-total, Significant/Unusual Revenues	-	576,191
General revenues	\$ 171,306	228,078
Total Cash Receipts	<u>\$ 171,306</u>	<u>\$ 804,269</u>

Summary of Cash Activity

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04/07/22

Accrual Basis

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

As of February 28, 2022

Feb 28, 22

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	244,688.24
10200.1 · Cash in PNC, Checking	24,993.24
10400 · CASH IN COUNTY - FUND 2720	816,464.59
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	1,197,895.35
10700.1 · Cash in bank, Water PNC	38,025.55
10901 · UNEXPENDED MARINA SURCHARGES	1,538,751.57
10903 · RESTRICTED CASH	-1,538,751.57
Total Checking/Savings	2,358,865.85
Accounts Receivable	
12000 · ACCTS RECEIVABLE	956,263.85
Total Accounts Receivable	956,263.85
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-312,344.57
12200 · TAXES RECEIVABLE	222,049.00
12300 · INTEREST RECEIVABLE	32,360.64
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	39,567.22
12800 · LEASE RECEIVABLE	1,490.87
12900 · Accounts Receivable FSM	-901.65
1499 · Undeposited Funds	309.40
Total Other Current Assets	5,831,905.91
Total Current Assets	9,147,035.61
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · BEACH PROPERTY	208,149.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE, CONSTR IN PROGRES	1,214,232.34
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	-17,855,858.17
Total CAPITAL ASSETS, NET	10,840,739.21
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,898,334.96
Other Assets	
19000 · Deferred Outflows of PERS	320,904.00
Total Other Assets	320,904.00
TOTAL ASSETS	20,366,274.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	122,576.80
Total Accounts Payable	122,576.80
Credit Cards	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of February 28, 2022

	Feb 28, 22
20112 · US Bank Visa	645.44
Total Credit Cards	645.44
Other Current Liabilities	
Payroll tax & Withholding Liab	
21300 · STATE UNEMPLOYMENT TAX	1,864.18
21600 · PERS CARE/MEDICAL INSURANCE	957.60
21900 · UNION DUES DEDUCTIBLE	-24.92
Total Payroll tax & Withholding Liab	2,796.86
20100 · LEASE PAYABLE TO HBDA	-17,895.00
20200 · NOTES PAYABLE	310,482.25
20400 · ACCRUED WAGES PAYABLE	30,648.93
20500 · ACCRUED INTEREST	25,000.66
20600 · ACCRUED VACATION PAYABLE	35,976.00
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,380.00
20802 · PLUG DEPOSITS ON HAND	1,020.00
20803 · SLIP DEPOSITS ON HAND	50,852.08
20804 · STORAGE DEPOSITS	3,590.15
20806 · LEASE SECURITY DEPOSIT	238,719.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	2,900.00
Total 20800 · DEPOSITS ON HAND	316,211.91
22000 · DEFERRED LEASE INCOME	67,159.96
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
28000 · DEFERRED INCOME	159,379.27
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	5,619,377.07
Total Current Liabilities	5,742,599.31
Long Term Liabilities	
24001 · Gound Lease Amortization	-359,291.48
24003 · Groundlease Current Offset	-60,092.31
25200 · ENVIRONMENTAL REMEDIATION LIAB	10,162.77
25500 · OPEB Liability	220,710.00
25700 · BOND PAYABLE 2014 REFINANCING	1,968,656.20
25800 · BBVA Loan Payable	1,058,384.95
25900 · LESS CURRENT PORTION	-310,482.25
27000 · Net Pension Liability	1,150,835.00
27200 · Deferred Inflows of PERS	153,290.00
Total Long Term Liabilities	3,832,172.88
Total Liabilities	9,574,772.19
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,229,635.59
30900 · RESTRICTED FUND BALANCE	1,538,751.46
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-2,061,554.20
31200 · GENERAL FUND BALANCE - Other	-416,643.69
Total 31200 · GENERAL FUND BALANCE	-2,478,197.89
Net Income	2,501,313.22
Total Equity	10,791,502.38
TOTAL LIABILITIES & EQUITY	20,366,274.57

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04/07/22

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

February 2022

	Feb 22	Jul '21 - Feb 22
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	12.00
Total Donations	0.00	12.00
Dredging Revenue		
41318 · Dredging Surcharge - T	13,388.67	129,657.37
Total Dredging Revenue	13,388.67	129,657.37
Fees		
40108 · PERMITS-T	500.00	2,650.00
40808 · Pilotage Services - T	0.00	1,909.82
41308.1 · Poundage - T	0.00	3,279.22
41818 · Late Charges/Interest - T	775.00	6,690.00
41819 · Late Charges/Interest - NT	2,447.46	8,318.24
45608 · Chevron - Ports O&M - T	0.00	16,175.00
Total Fees	3,722.46	39,022.28
Float Replacement Account		
41418 · Float Replacement	4,508.58	43,638.19
Total Float Replacement Account	4,508.58	43,638.19
Grant Revenue		
Conservation Grants		
45208.3 · Conservation Grants, Gov't - T	0.00	2,749.00
Total Conservation Grants	0.00	2,749.00
Harbor Grants		
45208 · Harbor Grants, Other - T	0.00	10,529.50
45208.1 · Harbor Grants, Gov't - T	0.00	603,546.55
Total Harbor Grants	0.00	614,076.05
Total Grant Revenue	0.00	616,825.05
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	22,565.18	100,029.42
Total Harbor Surcharge	22,565.18	100,029.42
Interest Revenue		
43108 · Interest Income - T	106.26	744.32
43109 · Interest Income - NT	13,650.00	109,200.04
43318 · Interest On Del Accts - T	0.00	80.07
Total Interest Revenue	13,756.26	110,024.43
Other Revenue		
45908 · Other Revenue - T	0.00	23,737.00
45909 · Other Revenue - NT	254.22	6,770.40
Total Other Revenue	254.22	30,507.40
Rent Income		
40218 · Slip Rents - T	35,821.13	337,590.82
40318.1 · Transient Rentals - T	1,384.96	22,003.68
40518 · Equipment Rent - T	0.00	4,560.00
40519 · Equipment Rent - NT	1,371.95	4,581.47
40809 · Yard Rent - NT	931.20	7,449.60
41108 · Rents, Tidelands Leases - T	28,715.15	252,246.99
41309 · Storage - NT	4,355.71	38,853.16
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	40,061.52
41409 · Upland Rent - NT - Other	88,448.83	2,003,970.28
Total 41409 · Upland Rent - NT	93,456.52	2,044,031.80
Total Rent Income	166,036.62	2,711,317.52
Sales		
40119 · Concession Sales - NT	427.00	3,893.50
Total Sales	427.00	3,893.50
Tax Revenue		

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
February 2022

	Feb 22	Jul '21 - Feb 22
43509 · Property Tax Revenues	106,515.00	852,120.00
Total Tax Revenue	106,515.00	852,120.00
Utility Surcharge		
40409 · Utility Surcharge - NT	4,313.44	38,943.64
40418 · Utility Surcharge, Marina Dock	4,903.33	30,987.42
Total Utility Surcharge	9,216.77	69,931.06
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	84.56	178.05
Total Income	340,475.32	4,707,191.27
Gross Profit	340,475.32	4,707,191.27
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,541.25	17,522.25
52508 · Accounting Fees - NT	513.75	7,505.75
Total Accounting/Auditing Services	2,055.00	25,028.00
Advertising & Promotion		
51000 · Advertising & Promotion - NT	125.00	1,302.47
51008 · Advertising & Promotion - T	0.00	945.23
Total Advertising & Promotion	125.00	2,247.70
Bad Debts		
51308 · Bad Debts - T	0.00	16,910.09
Total Bad Debts	0.00	16,910.09
Communications		
51400 · Communications - NT	1,966.00	17,287.33
51408 · Communications - T	378.63	4,623.22
Total Communications	2,344.63	21,910.55
Conference & Meetings		
51500 · Conferences & Meetings - NT	288.75	7,404.58
51508 · Conferences & Meetings - T	0.00	2,124.17
Conference & Meetings - Other	298.97	298.97
Total Conference & Meetings	587.72	9,827.72
Dredging Expense		
55608 · Dredging Expense - T	118.75	7,942.93
56708 · Dredging - GT	0.00	5,237.31
Total Dredging Expense	118.75	13,180.24
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	1,099.76	32,350.15
51608 · Dues & Subscriptions - T	0.00	477.50
Total Dues, Subscriptions & Licences	1,099.76	32,827.65
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	14,096.00	69,176.05
51708 · Elections & Prop Tax Assess - T	0.00	2,500.22
Total Elections & Government Fees	14,096.00	71,676.27
Engineering Services		
52400 · Engineering Fees - NT	5,908.75	28,613.40
52408 · Engineering Fees - T	0.00	58,197.75
Total Engineering Services	5,908.75	86,811.15
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	967.80
51200 · Automotive, Fuel- NT	253.06	3,094.54
51208 · Vessel Fuel	0.00	3,397.00
51218 · Automotive, Fuel - T	373.06	3,829.53
Total Fuel	746.12	11,288.87
Grant Expenses		
 Conservation Grant Expenses		

Humboldt Bay Harbor, Recreation & Conservation District
Profit & Loss
February 2022

	Feb 22	Jul '21 - Feb 22
54408.3 · Conservation Grant Exp	0.00	500.00
Total Conservation Grant Expenses	0.00	500.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	30.00	310.00
Total Harbor Grant Expenses	30.00	310.00
Total Grant Expenses	30.00	810.00
Insurance		
51800 · Insurance - NT	7,931.82	60,778.99
51808 · Insurance - T	1,269.01	10,230.23
Total Insurance	9,200.83	71,009.22
Interest Expense		
55108 · Interest Expense - T	4,579.00	43,507.13
55109 · Interest Expense - NT	8,391.30	66,750.07
Total Interest Expense	12,970.30	110,257.20
Legal Services		
52300 · Legal Fees - NT	2,722.50	11,561.93
52308 · Legal Fees - T	907.50	4,679.87
Total Legal Services	3,630.00	16,241.80
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	364.69	2,307.93
52710 · Repairs & Maint, Equip - NT	384.53	2,952.46
52718 · Repairs & Maint, Equip - T	3,435.09	7,236.96
Total Maintenance - Equipment	4,184.31	12,497.35
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,509.26	50,032.21
52709 · REPAIRS & MAINTENANCE G/NT	0.00	30,000.00
52719 · Repairs & Maint, Facilities - N	1,100.97	35,820.20
Total Maintenance - Facilities	3,610.23	115,852.41
Maintenance - IT		
57008 · Maintenance, IT Equip - T	125.00	912.50
57009 · Maintenance, IT Equip - NT	207.58	10,360.94
Total Maintenance - IT	332.58	11,273.44
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	216.09
52010 · Maintenance Supplies - NT	2,374.76	15,752.28
Total Maintenance Supplies	2,374.76	15,968.37
Office Supplies		
51900 · Office Supplies - NT	3,162.76	23,995.20
51908 · Office Supplies - T	286.10	5,510.06
51918 · OFFICE EXPENSE M/T	39.06	163.76
Office Supplies - Other	0.00	104.91
Total Office Supplies	3,487.92	29,773.93
Other Expenses		
55419 · Other Expenses - NT	0.00	8,192.56
Total Other Expenses	0.00	8,192.56
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	140.00	2,746.34
52110 · OUTSIDE SERVICES M/A	0.00	3,361.00
52118 · Outside Services, Other - T	31,392.50	87,768.16
Total Other Professional/Outside Serv	31,532.50	93,875.50
Permits		
51618 · Permits - T	2,066.00	15,768.91
Total Permits	2,066.00	15,768.91
Personnel Expenses		
Commissioners Fees		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

February 2022

	Feb 22	Jul '21 - Feb 22
50200 · Commissioner's Salaries - NT	1,470.00	11,480.00
50208 · Commissioner's Salaries - T	630.00	4,920.00
Total Commissioners Fees	2,100.00	16,400.00
Payroll Burden		
50500 · Payroll Benefits, Other - NT	45,254.66	270,530.89
50508 · Payroll Benefits, Other - T	15,690.09	86,661.85
6560 · Workers' Comp	2,959.56	26,854.02
Total Payroll Burden	63,904.31	384,046.76
Salaries/Wages		
50100 · Salaries & Wages - NT	63,375.31	537,481.36
50108 · Salaries & Wages - T	0.00	699.91
50119 · Sal. & Wages, Part-time - NT	0.00	1,680.00
Total Salaries/Wages	63,375.31	539,861.27
Total Personnel Expenses	129,379.62	940,308.03
Planning Services		
52200 · Planning Fees - NT	2,113.99	12,911.99
52208 · Planning Fees - T	2,062.50	10,062.36
Total Planning Services	4,176.49	22,974.35
Rent Expense		
52600 · Rent Expense - NT	0.00	2,834.00
54308 · Redwood Terminal 2 Lease Expens	17,650.00	152,472.90
Total Rent Expense	17,650.00	155,306.90
Small Tools		
52800 · Small Tools - NT	331.01	1,894.00
52808 · Small Tools - T	446.83	598.69
Total Small Tools	777.84	2,492.69
Utilities		
52909 · Utilities - NT	17,941.94	144,148.51
52918 · Utilities - T	8,763.98	36,994.56
53000 · Water, Sewer, & Refuse - NT	8,107.38	76,976.60
53008 · Water, Sewer, & Refuse - T	3,947.36	33,447.48
Total Utilities	38,760.66	291,567.15
Total Expense	291,245.77	2,205,878.05
Net Ordinary Income	49,229.55	2,501,313.22
Net Income	49,229.55	2,501,313.22

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04/07/22

Accrual Basis

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of February 28, 2022

Type	Date	Num	Name	Memo	Amount
10200.1 · Cash in PNC, Checking					
Liability Check	02/02/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,354.17
Liability Check	02/02/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-3,843.78
Liability Check	02/02/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-5.06
Liability Check	02/02/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-42.32
Liability Check	02/03/2022		QuickBooks Payroll Serv...	Created by Payro...	-21,811.44
Bill Pmt -Check	02/03/2022	ACH	Pacific Gas & Electric (8...	0074698259-4	-9,474.63
Liability Check	02/04/2022	ACH	PERS Unfunded Accrue...	2233447024	-4,628.36
Bill Pmt -Check	02/04/2022	ACH	CalPERS 457 Program	457Match 02/04/...	-300.00
Liability Check	02/04/2022	ACH	CalPERS 457 Program	450348	-1,625.00
Liability Check	02/04/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	02/04/2022	ACH	State Disbursement Unit	0230000067964	-170.19
Liability Check	02/04/2022		QuickBooks Payroll Serv...	Created by Payro...	-423.37
Bill Pmt -Check	02/04/2022	61885	Pierson Building Center	1297	-952.51
Bill Pmt -Check	02/04/2022	61886	Shaffer's Ace Hardware	1586	-124.36
Bill Pmt -Check	02/04/2022	61887	101Netlink	WIM	-250.00
Bill Pmt -Check	02/04/2022	61888	B & B Portable Toilets	RWD - Bill receiv...	-234.85
Bill Pmt -Check	02/04/2022	61889	Englund Marine Supply		-579.67
Bill Pmt -Check	02/04/2022	61890	Eureka Oxygen Company		-171.31
Bill Pmt -Check	02/04/2022	61891	HSU Sponsored Progra...	Q4 2021 Ports, A...	-10,229.64
Bill Pmt -Check	02/04/2022	61892	Humboldt Bay Municipal ...	9002.001 RMT2	-1,034.84
Bill Pmt -Check	02/04/2022	61893	Humboldt Fasteners	RMT2	-130.20
Bill Pmt -Check	02/04/2022	61894	Lawson Products, Inc.	10347668	-260.69
Bill Pmt -Check	02/04/2022	61895	Mill Yard, The		-61.10
Bill Pmt -Check	02/04/2022	61896	Mission Uniform & Linen	299313	-285.94
Bill Pmt -Check	02/04/2022	61897	Mr. Rooter Plumbing	RMT2	-317.98
Bill Pmt -Check	02/04/2022	61898	Napa Auto Parts		-122.70
Bill Pmt -Check	02/04/2022	61899	North Coast Journal	Natural Resourc...	-58.80
Bill Pmt -Check	02/04/2022	61900	Nylex.net	PO #1724	-825.00
Bill Pmt -Check	02/04/2022	61901	Pintermedia LLC		-60.00
Bill Pmt -Check	02/04/2022	61902	Planwest Partners, Inc.		-1,955.00
Bill Pmt -Check	02/04/2022	61903	Reincke Marine Fabricati...		-945.00
Bill Pmt -Check	02/04/2022	61904	RMI Outdoors		-3,061.27
Bill Pmt -Check	02/04/2022	61905	Security Lock & Alarm	WIM	-156.25
Bill Pmt -Check	02/04/2022	61906	Shelter Cove Fishing Pre...	SC Janitorial Feb...	-2,083.33
Bill Pmt -Check	02/04/2022	61907	SHN Consulting Enginee...		-4,290.30
Bill Pmt -Check	02/04/2022	61908	Standard Insurance Com...	ST 908447 0001	-201.20
Bill Pmt -Check	02/04/2022	61909	State Water Resource C...	Vance Ave 10/0...	-182.97
Bill Pmt -Check	02/04/2022	61910	StewTel, Inc.		-635.80
Bill Pmt -Check	02/04/2022	61911	United Rentals Inc.	742918	-490.00
Bill Pmt -Check	02/04/2022	61912	US Bank Corporate Pay...	4246044555706...	-5,805.02
Bill Pmt -Check	02/04/2022	61913	World Oil Environmental S...	15055	-878.62
Bill Pmt -Check	02/04/2022	61914	Pacific Gas & Electric (N...	2072047	-26.62
Bill Pmt -Check	02/04/2022	61915	Tenera Environmental Inc.	20236001	-25,156.25
Check	02/04/2022	61916	Hawk, Dan	Tenant Refund	-162.00
Check	02/04/2022	61917	Graham, Tom	Tenant Refund	-324.00
Check	02/04/2022	61918	Lovell, Matt	Tenant Refund	-324.00
Bill Pmt -Check	02/05/2022		B & B Portable Toilets	QuickBooks gen...	0.00
Bill Pmt -Check	02/10/2022	ACH	Verizon Wireless		-758.37
Bill Pmt -Check	02/10/2022	ACH	Pacific Gas & Electric (3...	6598073494-4	-188.04
Liability Check	02/15/2022	61949	Operating Engineers Loc...	94-2262845	-299.04
Liability Check	02/15/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,354.55
Liability Check	02/15/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,099.80
Liability Check	02/17/2022		QuickBooks Payroll Serv...	Created by Payro...	-22,421.86
Bill Pmt -Check	02/18/2022	61919	Coast Seafood Co.	REISSUE of Sep...	-13,000.00
Check	02/18/2022	61920	Dahlberg, Chad	Tenant Refund	-304.77
Check	02/18/2022	61921	Orenstein, Craig	Tenant Refund	-99.94
Bill Pmt -Check	02/18/2022	61923	ACWA JPIA	215	-23,396.76
Bill Pmt -Check	02/18/2022	61924	Airgas USA	3980904	-639.06
Bill Pmt -Check	02/18/2022	61925	BT Metal Sales and Fabr...		-116.12
Bill Pmt -Check	02/18/2022	61926	California Redwood Co.	Red Tank 12/17/...	-728.25
Bill Pmt -Check	02/18/2022	61927	CleekCo	21005.01	-140.00
Bill Pmt -Check	02/18/2022	61928	Coastal Business Syste...	WIM Copier Lease	-485.21
Bill Pmt -Check	02/18/2022	61929	David L. Moonie & Comp...		-3,680.00
Bill Pmt -Check	02/18/2022	61930	Humboldt Bay Solar Fun...	HB0520	-7,360.08
Bill Pmt -Check	02/18/2022	61931	Humboldt Waste Manag...	WIM	-279.95
Bill Pmt -Check	02/18/2022	61932	Lawson Products, Inc.	10347668	-23.08
Bill Pmt -Check	02/18/2022	61933	Mission Uniform & Linen	299313	-425.32
Bill Pmt -Check	02/18/2022	61934	Mitchell Law Firm, LLP		-1,770.00

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of February 28, 2022

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	02/18/2022	61935	Northern California Glove	3474	-49.22
Bill Pmt -Check	02/18/2022	61936	Nylex.net		-125.00
Bill Pmt -Check	02/18/2022	61937	Pitcher's Pro Repair	Port Authority Bo...	-1,070.79
Bill Pmt -Check	02/18/2022	61938	Planwest Partners, Inc.		-3,455.14
Bill Pmt -Check	02/18/2022	61939	Recology Eel River	061097997	-418.42
Bill Pmt -Check	02/18/2022	61940	Recology Humboldt Cou...	061218064	-695.72
Bill Pmt -Check	02/18/2022	61941	Recology Humboldt Cou...	A0060000265	-2,934.40
Bill Pmt -Check	02/18/2022	61942	Shelter Cove Resort Imp...	SC	-99.81
Bill Pmt -Check	02/18/2022	61943	Southwest Answering Se...	12/30-1/26/2022 ...	-201.00
Bill Pmt -Check	02/18/2022	61944	Staples Credit Plan	6035 5178 1247 ...	-119.29
Bill Pmt -Check	02/18/2022	61945	Thrifty Supply		-61.46
Bill Pmt -Check	02/18/2022	61946	Valley Pacific Petroleum ...	114137	-901.93
Bill Pmt -Check	02/18/2022	ACH	PERS Unfunded Accrue...	2233447024	-7,091.83
Bill Pmt -Check	02/18/2022	ACH	CalPERS 457 Program	457Match 02/18/...	-250.00
Bill Pmt -Check	02/18/2022	61947	Humboldt Community Se...	3165	-488.72
Liability Check	02/18/2022	61950	Franchise Tax Board	558379330 C. Mi...	-100.00
Liability Check	02/18/2022	ACH	CalPERS 457 Program	450348	-1,550.00
Liability Check	02/18/2022	ACH	PERS Unfunded Accrue...	2233447024	-4,251.73
Liability Check	02/18/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	02/18/2022	ACH	State Disbursement Unit	0230000067964	-170.19
Bill Pmt -Check	02/18/2022	ACH	Pacific Gas & Electric (1...	Acct #06704919...	-8,602.15
Bill Pmt -Check	02/22/2022	ACH	Verizon Wireless		-107.76
Check	02/28/2022			Service Charge	-276.30
Bill Pmt -Check	02/28/2022		Mission Uniform & Linen	QuickBooks gen...	0.00
					-221,113.66
TOTAL					-221,113.66

Total 10200.1 · Cash in PNC, Checking

COMMISSIONERS

1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Richard Marks
 5th Division
 Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
 April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 8, 2022

TITLE: **Affirmation of Adopted Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings**

STAFF RECOMMENDATION: Affirm the findings made in Resolution 2021-16 regarding the continued state of emergency and authorize the continued use of virtual meetings.

SUMMARY: On October 14, 2021 the Board of Commissioners adopted Resolution 2021-16 and, as per Section 4 of that Resolution, agreed to reconsider the findings within 30-days. The findings remain in effect as the COVID-19 pandemic has not subsided and the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act remains in place. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

DISCUSSION: As a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance. Based on these recommendations, Staff recommends that the Board continue to conduct virtual meetings as authorized by AB 361.

ATTACHMENTS:

A. Adopted Resolution 2021-16

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

RESOLUTION NO. 2021-16

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

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

SECTION 1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

SECTION 2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

SECTION 3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);

SECTION 4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **14th day of October 2021** by the following polled vote:

AYES: Dale, Higgins, Kullmann, Marks

NOES: Ø

ABSENT: Ø

ABSTAIN: Ø

ATTEST:



Patrick Higgins, Secretary
Board of Commissioners



Stephen Kullmann, President
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. **2021-16** entitled,

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS

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 **14th day of October 2021**; 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 **14th day of October 2021**.



Patrick Higgins, Secretary
Board of Commissioners

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 8, 2022

TITLE: Approve a Change Order in the Amount of \$32,484.69 to the Clean Earth Contract to Remove Hazardous Materials from Redwood Marine Terminal II

STAFF RECOMMENDATION: Staff recommends the Board: Accept and Approve an increase in the contract with Clean Earth to remove approximately 605 gallons of regulated waste from Redwood Marine Terminal II.

SUMMARY: In January of 2022, the Board approved an increase to the contract with Clean Earth in the amount of \$9,100.00 to dispose, through a Treatment, Storage and Disposal Facility, approximately 810 gallons and 7,250 pounds of regulated waste, which the District acquired through the purchase of the Samoa pulp mill. All of the material except 605 gallons had been removed from the site, and the contract amendment was required to remove the remaining hazardous material. Upon approval and confirmation of scheduling to remove the material, Clean Earth presented a change order to add a per pound cost (\$7.35/lb.) for the removal, citing an error in their amended quote which would prevent the waste disposal site from accepting the material at the quoted cost.

DISCUSSION: Due to method of disposal of the material by incineration, the limited facilities processing such, and the hazard waste incinerators experiencing reduced capacity due to labor shortages and other affects, the District has not been able to dispose of the material. Considering the Consent Order from County of Humboldt Environmental Health to remove such, and that the District has exhausted all options to remove the material, it is left to pay the additional costs.

ATTACHMENTS:

- A. Clean Earth Proposal and Contract – May 26, 2021
- B. Clean Earth Quote Addendum – January 7, 2022
- C. Clean Earth Amended Quote Addendum – February 8, 2022

CleanEarth•

QUOTE - PROPOSAL

May 26, 2021

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

RE: Chemical Waste Disposal

Dear Chris Mikkelsen,

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

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

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

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

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

CleanEarth.

Pricing Details:

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

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

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

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

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

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

For a complete list of process code specifications, visit:

<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>

3. A minimum charge of \$350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.cleanearthinc.com/energy-and-insurance-fees/>

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

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

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

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

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

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

CleanEarth.

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

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

CleanEarth.

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

11. Indemnification, Attorney Fees & Collection Costs. Customer shall indemnify, defend and hold harmless Clean Earth and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct. Customer shall be responsible for all costs of collection hereunder, including reasonable attorney fees and court costs.

12. Miscellaneous. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Services are rendered, without regard to the conflict of laws principles thereof. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement. This Agreement may be signed on counterparts which together shall form one and the same Agreement. This Agreement may be signed and delivered by electronic signature and shall have the same force as signed manually.

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

Between: Clean Earth Environmental Solutions, Inc. And: Humboldt Bay Harbor District

Signature

Name **Rick Luna**

Title

Date:

Signature

Name **Larry Oetker**

Title Executive Director

Date: **June 11, 2021**

CleanEarth•

QUOTE - ADDENDUM

January 7, 2022

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Dr.
Eureka, CA 95501

Thank you for allowing Clean Earth Environmental Services, Inc. by and through any of its subsidiaries or affiliates (Clean Earth) to service your waste management needs. This addendum is to add additional services or pricing to your existing agreement with Clean Earth either at your request, or due to items or services performed that are not in your existing pricing schedule with us. Please see the below pricing schedule that will be added to your existing agreement as referenced below.

Pricing Details:

Disposal Charges:							
Item	Alt. Description	Description	UOM	Price	QTY	Net Price	Minimums
INC17	Containerized solids/sludge or debris, (non-shreddable), for incineration	HT Membrane	55 gallon drum	\$525.00	each	\$525.00	
INC17	Containerized solids/sludge or debris, (non-shreddable), for incineration	HT Membrane	85 gallon drum	\$811.00	each	\$811.00	
Supply Charges:							
Item	Alt. Description	Description	UOM	Price	QTY	Net Price	Minimums
SPDM85NO		Drum, Metal, 85 gallon overpack, New, Open Top	Each	\$232.00	Each	\$232.00	



SPDP85NO	Drum, Poly, 85 gallon overpack, New, Open Top	Each	\$250.00	Each	\$250.00
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Assumptions and Conditions:

1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
2. For a complete list of process code specifications, visit: <https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>
3. This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

The terms and conditions from the 104951-HUMBOLDTBA-0 ("Agreement") with an effective date of 11/24/2021 between Stericycle Environmental Solutions, Inc, (now known as Clean Earth Environmental Solutions, Inc.), and Humboldt Bay Harbor District apply to this quote addendum.

In Process

Between: Clean Earth Environmental Solutions, Inc. And: Humboldt Bay Harbor District

Signature

Name **Bradley Keehn**

Title

Date:

Signature

Name **Chris Mikkelsen**

Title **Director of Facilities**

Date:

Certificate Of Completion

Envelope Id: 17E114FFB0204FC48179A9413E88F0BB
 Subject: Please DocuSign: Humboldt Bay Addendum 1-7-2022.pdf
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Bradley Keehn
 350 Poplar Church Road
 Camp Hill, PA 17011
 bkeehn@harsco.com
 IP Address: 208.87.233.201

Record Tracking

Status: Original	Holder: Bradley Keehn	Location: DocuSign
1/7/2022 1:24:24 PM	bkeehn@harsco.com	

Signer Events	Signature	Timestamp
Chris Mikkelsen cmikkelsen@humboldtbay.org Director of Facilities Security Level: Email, Account Authentication (None)		Sent: 1/7/2022 1:26:13 PM Viewed: 1/7/2022 2:45:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bradley Keehn bkeehn@harsco.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sarah Hergenrother
shergenrother@harsco.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Sent

Hashed/Encrypted

1/7/2022 1:26:13 PM

QUOTE - ADDENDUM

February 9, 2022

Larry Oetker
Humboldt Bay Harbor District
601 Startare Dr.
Eureka, CA 95501

Thank you for allowing Clean Earth Environmental Services, Inc. by and through any of its subsidiaries or affiliates (Clean Earth) to service your waste management needs. This addendum is to add additional services or pricing to your existing agreement with Clean Earth either at your request, or due to items or services performed that are not in your existing pricing schedule with us. Please see the below pricing schedule that will be added to your existing agreement as referenced below.

Pricing Details:

Disposal Charges:					
Item	Alt. Description	Description	UOM	Price	Minimums
INC17	HT Membrane	Containerized solids/sludge or debris, (non-shreddable), for incineration	LB	\$7.35	\$525.00 Minimum Per DR55 \$811.00 Minimum per DR85

Supply Charges:					
Item		Description	UOM	Price	Minimums
SPDM85NO		Drum, Metal, 85 gallon overpack, New, Open Top	Each	\$232.00	
SPDP85NO		Drum, Poly, 85 gallon overpack, New, Open Top	Each	\$250.00	

Assumptions and Conditions:

1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
2. For a complete list of process code specifications, visit:
<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>
3. This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

The terms and conditions from the Master Service ("Agreement") with an effective date of 6/18/2021 between Stericycle Environmental Solutions, Inc, (now known as Clean Earth Environmental Solutions, Inc.), and Humboldt Bay Harbor District apply to this quote addendum.

Between: Clean Earth Environmental Solutions, Inc.

And: Humboldt Bay Harbor District

Signature

Signature

Name

Name

Title

Title

Date:

Date:

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

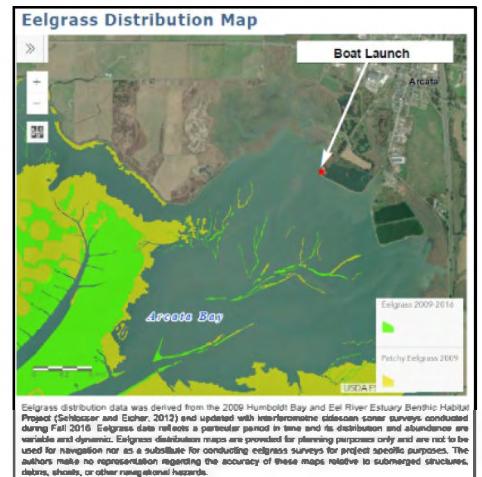
DATE: April 8, 2022

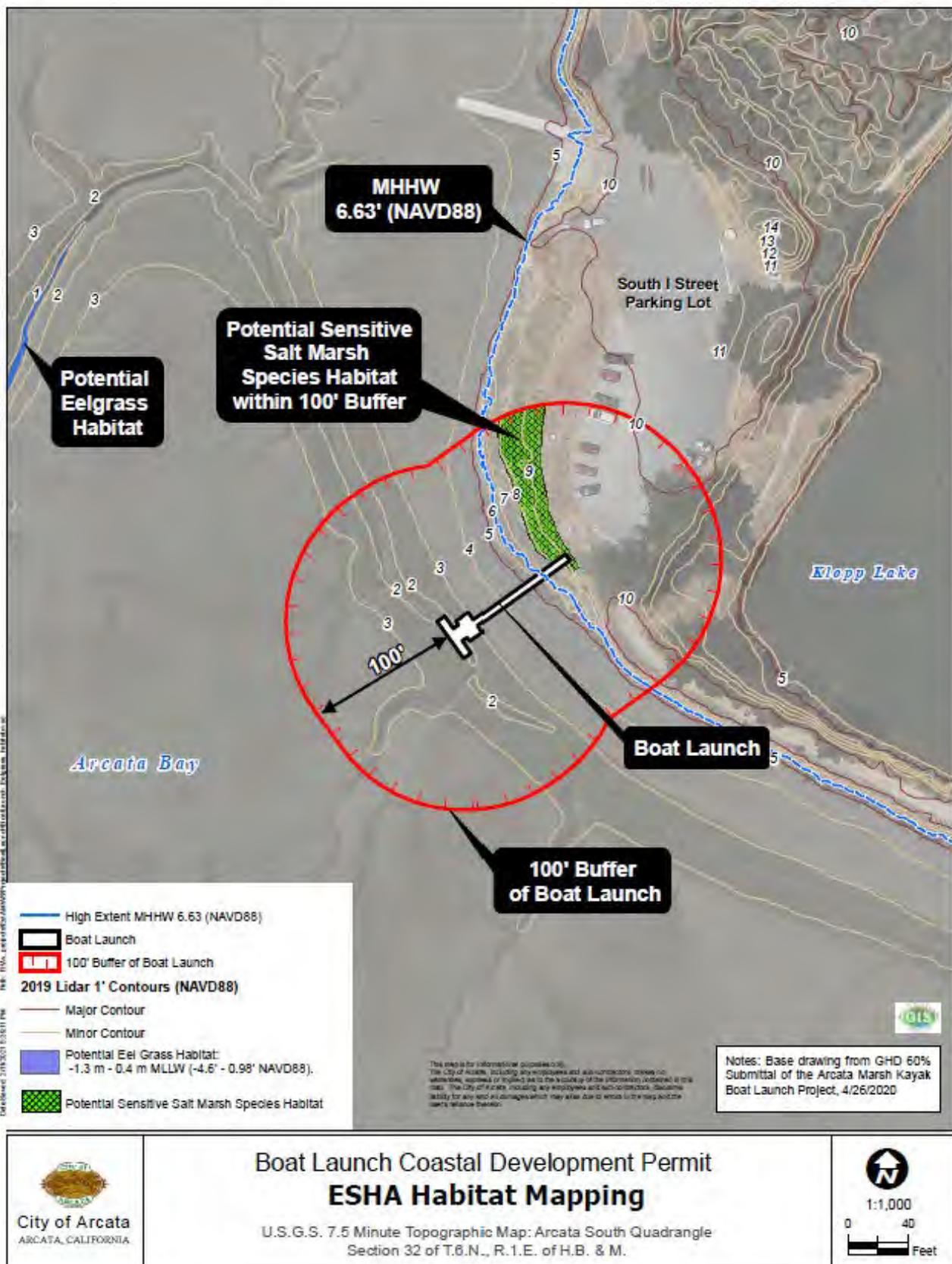
TITLE: Consider Accepting for Filing District Permit No. 2022-03 City of Arcata Non-Motorized Boat Launch

STAFF RECOMMENDATION: Staff recommends the Board: Accept Permit Application 2022-03 for filing.

SUMMARY: The City of Arcata submitted Harbor District Permit Application 2022-03 on March 17, 2022 to construct a concrete abutment, an aluminum gangway, a gangway landing float, and a launching float at City-owned property within the Arcata March Wildlife Sanctuary (APN 503-241-010). The project also consists of elements outside of the Harbor District's jurisdiction, such as parking lot improvements and restrooms. Consistent with District Ordinances and the Harbors and Navigation Code, this is a procedural step to accept a permit to conduct physical improvements within the waters of Humboldt Bay. If the Board chooses to accept the filing of this permit, staff will follow standard procedures to review and evaluate the project. Following that analysis, the project will come before the Board with a staff recommendation for or against approval.

DISCUSSION: As demonstrated by the image to the right, all work appears to be outside of mapped eel grass. The proposed project is consistent with the Humboldt Bay Management Plan and advances recreation opportunities on Humboldt Bay. The location and general overview of the project are shown in the image on the next page. In addition to pursuing a District permit, the City is also currently in the process of applying for a range of other related permits, including a Coastal Development Permit. District staff will collaborate with the Coastal Commission regarding conditions of approval and potential issues associated with the project. The City will be the CEQA lead agency and has initiated a Draft IS/MND.





EMPLOYMENT AGREEMENT
With
Douglas Saucedo

THIS AGREEMENT is between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Douglas Saucedo, herein referred to as "Employee".

The parties recite that:

- A. District is a public entity with legal duties, powers and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.
- B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position Natural Resources Coordinator II on the terms and conditions hereinafter set forth.
- C. The position of Natural Resources Coordinator II is an unclassified service employee as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. Said position is an "At Will" position terminable at the will of either the employer or the employee.

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

1. Pursuant to this Agreement, Employee is employed as Natural Resources Coordinator II for the Humboldt Bay Harbor, Recreation and Conservation District effective April 4, 2022, and Employee hereby accepts and agrees to such employment.
2. Employee shall perform and complete the services and tasks set forth in and according to the time frame set forth in Exhibit "A", attached hereto and incorporated by reference.
3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Executive Director of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith require or the interest, and needs or requests of District shall require or make advisable.
4. Employee shall serve in the position of Natural Resources Coordinator II at the will and pleasure of the Executive Director of District. The Executive Director of the District or Employee may terminate this Agreement and terminate Employee's employment with or without cause at any time. In the event Employee desires to terminate employment with the District as Natural Resources Coordinator II, it is expected (but not required) that Employee shall

give to District a minimum of thirty (30) days written notice of said intention to terminate. Employee shall be compensated for accrued benefits to the date of termination in accordance with the provisions of the Personnel Policy.

5. District shall pay Employee and Employee agrees to accept from District, \$85,620 per year in full payment of Employee's services for his position as ~~Natural Resources Coordinator II~~.
6. In addition to the foregoing, Employee shall receive five (5) days Management Leave plus all the employee benefits as now established by the District's personnel policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment.
7. Employee's salary, job duties and performance shall be reviewed annually each year by the Executive Director of the District or his designee. The annual performance review may be used to adjust Employee's salary based upon future Employment Agreement Amendments which has been approved by the Board of Commissioners. However, nothing in this section shall be construed as a promise or commitment by the District to increase compensation, or concerning the amount of any such increase.
8. The effective date of appointment of Employee as Natural Resources Coordinator II shall be April 4, 2022, and unless terminated or renewed on or before April 4, 2025, the agreement will remain in a month-to-month basis. In the event the Employee is terminated without cause or the Employee's contract is not renewed, Employee will be given the opportunity to retire.
9. Employee shall devote his full time, attention, knowledge and skill solely and exclusively as Natural Resources Coordinator II, solely and exclusively to the business and interest of the District. The position is considered to be an exempt position within the meaning of the California Labor Code for the purposes of wage and hour provisions. Employee's workweek is not necessarily limited to 40 hours per week. Employee may be expected to work in excess of 40 hours per week if required to perform his duties as Natural Resources Coordinator II at the regular monthly salary with no provision for overtime pay.
10. Employee is an unclassified employee as Natural Resources Coordinator II. The position of Natural Resources Coordinator II is not entitled to participate as a member of the Operating Engineers Local Union No. 3, AFL-CIO, pursuant to the Union Contract with District and Natural Resources Coordinator II is not included as a member of the bargaining unit represented by the Union.

11. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment.
12. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.
13. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
14. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County, California.

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

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

Larry O.
Larry Oetker, Executive Director

4/04/2022
Date

EMPLOYEE

Douglas Saucedo
Douglas Saucedo

4/4/2022
Date

Attachment A. Natural Resources Coordinator II Position Description dated December 14, 2021

NATURAL RESOURCES COORDINATOR

Approved 12/14/21

Under the direct or general supervision of the Executive Director or his/her designee, the Natural Resources Coordinator manages the professional and technical activities of the Harbor District's conservation, and recreation initiatives. Such activities are generally closely associated with District sponsored or other development projects around the bay that require mitigation, environmental enhancement, and recreational amenities as part of the approval process. Activities are also made possible by grant funds and coordinating with other government and nonprofit agencies, and community groups to achieve common objectives. The Natural Resources Coordinator is a full time, permanent, unclassified management position.

CLASS CHARACTERISTICS

Natural Resource Coordinator I: This is the initial management class in the Natural Resource Coordinator I and II series. This class is distinguished from the Natural Resources Coordinator II by the performance of the management tasks and duties assigned to positions within the series while gaining knowledge and abilities. As experience is gained, assignments become more varied and are performed with greater independence. This position is alternately staffed with the Natural Resources Coordinator II and incumbents may advance to the higher level upon meeting the promotional requirements established for the position.

Natural Resources Coordinator II: This is the mid management class in the Natural Resources Coordinator I and II series. This class is distinguished from the Natural Resources Coordinator I by the independent performance of the full range of more complex duties and the level of advanced expertise that is gained through years of experience. This class requires only limited direction as new or unusual situations arise. This class is flexibly staffed and normally filled by promotion from the Natural Resources Coordinator I, or when filled from the outside, requires satisfactory demonstration of ability to meet the requirements established for promotion to the position.

EXAMPLE OF DUTIES – duties may include, but are not limited to the following:

- Implement the policies contained in the Humboldt Bay Management Plan and coordinate periodic updates as needed.
- Write, implement, and administer project grants.
- Prepare, process and monitor permit applications and associated conditions of approval.
- Assist with CEQA environmental documentation preparation and compliance.
- Coordinate the development, financing, and implementation of invasive species eradication programs.
- Coordinate development, financing, and implementation of wetland, eelgrass, long fin smelt, and other habitat restoration and enhancement projects and initiatives.
- Participate in field research, sampling, and data collection.

- Document and analyze biological and technical information.
- Coordinate, with Executive Staff, in the acquisition, management, use, operation, and maintenance tide lands and upland coastal properties.
- Research, plan, fund, and develop the District's recreation programs, projects and initiatives.
- Assist with the permitting and implementation of the District's dredging and beneficial reuse of dredge materials program.
- Provide project management and field supervision on assigned District and partner agency field projects.
- Prepare meeting materials, reports, grant applications, and professional presentations.
- Prepare and coordinates feasibility analysis and predevelopment planning activities.
- Determine property improvement needs and assist in the preparation of construction specifications, cost estimates, and bidding documents.
- Coordinate bidding, contract management, and conduct work progress inspections and preparation of financial disbursements.
- Organize and catalogue regional technical studies and field data as they relate to the Humboldt Bay region.
- Supervise and manage maintenance staff under the Direction of the Director of Facilities and Operations.
- Assist the Director of Facilities and Operations to implement infrastructure and facilities projects.
- Attend project meetings in office and in the field.
- Performs other duties as assigned.

REQUIREMENTS

- Must be knowledgeable of Humboldt Bay's natural resources and stay current on modern best management practices for managing Bay ecosystems.
- Must possess a valid California Driver License.
- Must be proficient in the use of general office equipment, computer programs such as Microsoft Word, Excel, Power Point, Outlook and internet applications.
- Must possess customer service skills with knowledge in customer service management, methods, and techniques, and treat all individuals with courtesy, dignity, and respect.
- Ability to communicate well both verbally and in writing with internal and external staff, consultants, agencies, customers, and the public.
- Possess strong organizational and problem-solving skills.
- Possess a valid California Boater Card within six months of employment.
- Possess valid basic First Aid and CPR certification within six months of employment.
- Obtain a Transportation Worker Identification Credential within six months of employment.
- Ability and skills required to tie-up and handle boats.
- Must be willing to work nights, weekends, standby, on-call, and overtime as necessary.
- Pass a pre-employment physical and random drug testing.

PHYSICAL REQUIREMENTS:

Must be able to perform the physical aspects of the job, including sitting for periods of time, operating standard office equipment, including a computer; working on and around boat and watercraft, climbing ladders and stairs, operating a motor vehicle, lifting or carrying up to 75 lbs. and working outside in varying weather and water conditions. The position must also be able to traverse/wade through marsh, tideland, and other uneven terrain.

EXPERIENCE AND TRAINING:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Natural Resources Coordinator I:

- A Bachelor's degree and at least three (3) years experience in water management, oceanography, conservation, fisheries, wildlife, biology, botany, recreation, economic development, planning, public administration, or a related field is desirable; or
- At least five (5) years experience independently performing the duties in the field of park & recreation, natural resources, biologist or similar position may qualify the applicant for the educational experience.

Natural Resources Coordinator II: Satisfactory demonstration of at least five (5) years experience independently performing the duties as a Natural Resources Coordinator I. To advance the Natural Resources Coordinator II position, the person must demonstrate that they have the vision, knowledge and skills to complete assigned tasks with minimal oversight and supervision.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
 NATIONAL OCEAN SERVICE
 Silver Spring, Maryland 20910

January 20, 2022

Larry Oetker
 Chief Operating Officer,
 Humboldt Harbor
 P.O. Box 1030
 Eureka, California 95502-1030

Mr. Oetker:

Enclosed is MOA-2022-023, a data-sharing Agreement between the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Center for Operational Oceanographic Products and Services (CO-OPS) and Humboldt Bay Harbor, Recreation, and Conservation District for the Quality Control and Dissemination of Data for the Humboldt Bay Physical Oceanographic Real-Time System (PORTS®). Once signed by both Parties, this agreement will remain in effect until December 31, 2026.

The purpose of this agreement is to continue the partnership entered into under MOA-2017-010 for NOS to receive and distribute data from the Humboldt Bay PORTS. This agreement between NOS and the DISTRICT will result in the quality control and dissemination of oceanographic data, collected using Acoustic Doppler Current Profilers (ADCPs), and disseminated through the NOS web products and voice system.

I, Richard Edwing, have electronically signed the enclosed agreement. Please sign the agreement and return a digital copy of the enacted agreement to the CO-OPS Agreement Coordinator, Artara Johnson via email at artara.johnson@noaa.gov. CO-OPS will strive for reliable operation of the PORTS® while making every effort to control operations and maintenance costs. Should you have any questions regarding this action, please contact Mr. Christopher DiVeglio, Maritime Services Program Manager, at (240) 533-0571 or via email at christopher.divegio@noaa.gov.

We look forward to continuing this cooperative effort between our organizations that supports our common interest in the safe navigation and environmental management.

Sincerely,

Richard Edwing, Director
 Center for Operational Oceanographic
 Products and Services

Enclosures: MOA-2022-023



AN UNFUNDDED AGREEMENT

Between The

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS
AND SERVICES**

And The

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

For The

**QUALITY CONTROL AND DISSEMINATION OF DATA FOR
NOAA'S HUMBOLDT BAY
PHYSICAL OCEANOGRAPHIC REAL-TIME SYSTEM (PORTS®)**

NOS Agreement Code: MOA-2022-023/12379

I. PARTIES AND PURPOSE

- A. This Agreement, including Appendices A and B, is entered into by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the Center for Operational Oceanographic Products and Services (CO-OPS) and the Humboldt Bay Harbor, Recreation and Conservation District (DISTRICT), hereafter referred to as the Parties. The Parties have a common interest in the safe and efficient navigation through the dissemination of related oceanographic data in near-real time.
- B. The purpose of this agreement is to continue the partnership entered into under MOA-2017-010 for NOS to receive and distribute data from the Humboldt Bay Physical Oceanographic Real Time System, hereafter referred to as HBPORTS®. PORTS® is a program that supports safe and cost-efficient navigation by providing ship masters, pilots, and other users with accurate real-time information required for safe vessel loading and transit, and to avoid groundings and collisions. This Agreement between NOS and the DISTRICT will result in the quality control and dissemination of oceanographic data, collected using Acoustic Doppler Current Profilers (ADCPs), through the NOS web products and voice system. The DISTRICT agrees to maintain HBPORTS® sensors and provide the sensor data and metadata to NOAA in accordance with NOS standards delineated in Appendices A and B. Agreement MOA-2017-010 expires January 01, 2022.

II. AUTHORITIES

- A. The authority for NOS and the DISTRICT to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which authorizes the Secretary of Commerce to enter into cooperative agreements, or any other agreement, with, and to receive and expend funds made available by any state, or subdivision thereof, any federal agency, or any public or private organization, or individual for surveys and investigations authorized under §§ 883a et seq.
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a et seq., which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys and tide and current observations, and analysis and prediction of tide and current data.
- C. The legal authority for the DISTRICT to enter into this Agreement is the Harbors and Navigation Code of the State of California, Appendix II, Article 2, Section 37.

III. BACKGROUND

Safety of navigation in California harbors is highly dependent upon accurate tide, current and wind information. In the past two decades, mariners have been aided by a variety of

environmental sensing systems to access real time tide, current, and wind information, which provide more accurate information than published tide and current predictions. Tide and current predictions do not account for extreme storms or localized microclimates within a harbor system. PORTS® provides critical environmental information of benefit to safe navigation and has broad public use by maritime commerce, ferry systems, recreational boaters, academia and oil spill responders.

Humboldt Bay is located midway between the port of San Francisco, CA and the Port of Coos Bay, OR. Humboldt Bay is the second largest natural bay in California and is hourglass shaped with several marine terminals located primarily in the center section of the bay. The bay presents a wide variety of unique habitats—such as open water, shallow water, mud and sand flats, salt marshes and ponds, agricultural lands, sand beaches, islands, and woody riparian vegetation. Although the Humboldt Bay has traditionally been engaged in the import and export of forest products, Humboldt Bay also imports gasoline and diesel fuel. Besides commercial port activity, the DISTRICT is also engaged in marina and boat yard operations, wetland restoration and research projects and the regulation of coastal development within Humboldt Bay.

The purpose of this Agreement is to allow for the quality control and dissemination of the data from the HBPORTS® that was installed in 2012 under MOA-2012-001/8420. The HBPORTS® monitors currents, water level and meteorological factors in real-time in order to improve navigation safety, predict and/or track the spread and dispersal of any potential hazardous material spills for cleanup/hazard abatement purposes and aid in the protection of public health.

IV. THE HUMBOLDT BAY PORTS®

The HBPORTS® consists of the following major components:

- A. HBPORTS® horizontally-mounted current measurement stations at two (2) locations: (1) the Chevron Eureka Marine Terminal Dock and (2) Hookton Channel Day Marker 3. The stations include an Acoustic Doppler Current Profiler (ADCP) horizontally mounted, data collection platform; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem).
- B. An existing NOS National Water Level Observation Network (NWLON) station located at North Spit. This station includes an air acoustic water level sensor with protective well, back up pressure-based water level sensor, Data Collection Platform (DCP) with a Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). This station also includes a meteorological package consisting of an anemometer, air/water temperature sensors, and barometric pressure sensor located at North Jetty Landing.

- C. One wave buoy installed as part of the Coastal Data Information Program (CDIP) located off of North Spit. The location includes a Datawell waverider buoy with 24-30 months of battery life, and an iridium/HF telemetry system.
- D. A centralized Voice Data Response System (VDRS) located at CO-OPS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.
- E. Spare equipment and measurement stations components.
- F. Former buoy mounted current measurement stations, once part of this system, are no longer active.
- G. Additional data collection sites or sensors may be added or deleted from the HBPORTS® in the future as identified by amendments to this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

PORTS® is a partnership program based on extensive collaboration between NOS and the local user community to identify local needs. The PORTS® partnership is founded on the principle that there are both local and national responsibilities. In general, NOS is responsible for the quality control and dissemination of HBPORTS®.

- A. NOS agrees to provide at no expense to the DISTRICT:
 - 1. Technical consultation, as needed, during the system design, installation, operation and maintenance of the HBPORTS®, in accordance with NOS guidelines and standards as delineated in Appendices A and B of this Agreement. This consultation may also include post installation inspections of the sensors and stations at no cost to the DISTRICT.
 - 2. Technical training and guidance for DISTRICT personnel and/or contractor(s) on the operation and maintenance procedures for the HBPORTS®, when determined necessary by NOS.
 - 3. Modules/components for unscheduled (emergency) repairs to the NWLON station included as part of the HBPORTS®.
 - 4. Scheduled (routine) maintenance of the NWLON station included as part of the HBPORTS®, including calibration of sensors.
 - 5. Real-time quality control of all HBPORTS® data in the form of a 24 hours per day/7 days per week CORMS operation. This activity will be staffed by personnel contracted by CO-OPS to ensure that the data disseminated meets NOAA's standards for safe navigation.

6. Communications costs associated with CORMS.
7. Software maintenance and enhancements (which may be developed by NOS).
8. Recommendations for hardware and equipment upgrades.
9. Dissemination of the data through NOS web products.
10. Updates or refinements to the Mean Lower Low Water (MLLW) or other datum values as may be developed by NOS.
11. A centralized Voice Data Response System (VDRS) located at NOS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.
12. Proposals for and final approval of all changes, additions, and modifications to HBPORTS®.
13. A designated local site representative. NOS site representative is the contact listed in Section VII. NOS shall notify DISTRICT if a new site representative is designated.

B. DISTRICT personnel and/or contractor(s) will provide the following at the DISTRICT's expense:

1. Personnel and technical expertise required to ensure the operation, routine maintenance, and repair of the HBPORTS® measurement stations are in accordance with NOS guidelines and standards as delineated in Appendices A and B of this Agreement.
2. System management, operation, scheduled (routine) maintenance, and repair of HBPORTS® measurement stations in accordance with NOS guidelines as delineated in Appendices A and B of this Agreement, with the exception of services and materials to be provided by NOS under Section V(A) above.
3. Unscheduled (emergency) repairs necessary to keep HBPORTS® measurement stations operational, with the exception of services and materials to be provided by NOS under Section V(A) above.
4. Necessary equipment/modules/components required for scheduled maintenance and unscheduled repairs of the HBPORTS® measurement stations, with the exception of services and materials to be provided by NOS under Section V(A) above.

- 5. Communications costs with the exception of communications costs associated with CORMS per section V paragraph A.6.
- 6. Permits and other approvals required for HBPORTS® measurement systems.
- 7. Ensure damaged, defective, or worn-out parts or components are replaced only with comparable parts or components, and that any substitute parts or components are approved in advance and in writing by the NOS Maritime Services Program Manager.
- 8. Designate a local site representative. The site representative is the DISTRICT's contact listed in Section VII. The DISTRICT shall notify NOS, in writing, if a new HBPORTS® site representative is designated.

C. The DISTRICT will not modify, or upgrade any component of HBPORTS® and nothing contained in this Agreement gives, or vests the DISTRICT in any fashion to modify, or upgrade any component of HBPORTS® without written consent of all parties.

VI. SCHEDULE, FUNDING, AND REIMBURSEMENT ARRANGEMENTS

- A. There is no transfer of funds between the Parties under this Agreement.
- B. This Agreement is subject to the availability of funds. CO-OPS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS. Should CO-OPS be required to cancel this Agreement, data quality control and dissemination would cease. Should funds fail to be available to DISTRICT, DISTRICT shall have the right, at its sole discretion, to cancel this Agreement as outlined in paragraph VIII(B) of this Agreement.
- C. If the DISTRICT fails to provide adequate system maintenance or repair, NOS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.
- D. NOAA/NOS/CO-OPS will not achieve full cost recovery for the services it is providing. NOAA's contribution to the PORTS® partnership includes maintaining its Continuous Operational Real-time Monitoring System (CORMS) for data quality control, related PORTS® data dissemination infrastructure and other technical and administrative oversight in the amount appropriated for PORTS® in the current fiscal year. Pursuant to 33 U.S.C. § 883e(2), NOAA's estimated annual benefit exceeds its annual contribution¹.

¹ NOAA's estimated annual contribution to HBPORTS® is \$80,000.

E. There will be no required amendments to this Agreement unless there is a change in service, costs or products.

VII. CONTACTS

A. The Points of Contact (POC) for each of the Parties to this Agreement are:

1. NOS: Christopher DiVeglio
Position: Maritime Services Program Manager
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (240) 533-0571
Cell: (240) 620-6919
E-mail: christopher.divegio@noaa.gov
2. DISTRICT: Larry Oetker
Position: Executive Director
Address: Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030
Telephone Number: (707) 443-0801
E-mail: loetker@humboldtbay.org

B. The POC for day-to-day operations and technical assistance for each of the Parties for the HBPORTS® Site Representative:

1. NOS Site Rep: Steve Bassett
Address: NOAA/NOS/CO-OPS/Field Operations Division
7600 Sand Point Way, NE
Seattle, WA 98115-6349
Telephone Number: (206) 526-6911
Cell: (206) 919-0491
Email: steve.bassett@noaa.gov
2. DISTRICT: Larry Oetker
Position: Executive Director
Address: Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, CA 95502-1030
Telephone Number: (707) 443-0801
Email: loetker@humboldtbay.org

- C. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change. This change does not require a formal amendment.

VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This 5-year Agreement covers a period of January 02, 2022 through December 31, 2026. The Agreement will be reviewed at least once during execution.
- B. This Agreement may be amended or modified at any time by the mutual written consent of the Parties. This Agreement may be canceled or terminated by either Party upon 120 days written notice to the other Party. In the event of termination, each party shall be solely responsible for any costs it has incurred.
- C. NOS reserves the right to assume maintenance and operation of the HBPORTS® at any time if, in its sole discretion, it believes that such an action would be in the public's best interest. Such assumption of HBPORTS® operation and maintenance would be solely at NOS expense.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached with 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. OTHER TERMS AND CONDITIONS

- A. This Agreement in no way limits other government agencies (federal, state, and local), port authorities, companies involved in maritime commerce, commercial fishermen, recreational boaters and fishermen, researchers, and the general public from having access to HBPORTS® data through (1) telephone voice messaging and (2) the Internet.
- B. In executing the terms and conditions of this Agreement, the DISTRICT shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, and permits.

XI. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICES

ACCEPTED AND APPROVED FOR THE
HUMBOLDT HARBOR, RECREATION
AND CONSERVATION DISTRICT

BY: _____

Richard Edwing
Director, Center for Operational
Oceanographic Products and Services

BY: _____

Larry Oetker
Chief Executive Officer,
Humboldt Harbor

DATE: _____

DATE: _____

APPENDIX A

REFERENCES

CO-OPS' has a publicly accessible [CO-OPS Field Library](#) in order to distribute field operations reference material to in-house and partner PORTS field personnel. The Field Library contains CO-OPS Standard Operating Procedures, check lists, protocols, equipment manuals, diagrams, project instructions, and additional references, etc. with sensitive information removed.

Please refer to the following documents for information regarding the installation, operation and maintenance of CO-OPS observation stations.

All questions pertaining to references shall be directed to the CO-OPS POC for day-to-day operations and technical assistance (see Section VII.B).

DCP References

- Next Generation Water Level Measurement System (NGWLMS) Site Design, Preparation, and Installation Manual
- Sutron Xpert Data Logger Operations and Maintenance Manual
- Sutron Xpert2 Data Logger Operations and Maintenance Manual
- Sutron 9210 XLite Operations and Maintenance Manual
- Sutron 9210B XLite Operations and Maintenance Manual
- Sutron Satlink 2 Logger & Transmitter Operations and Maintenance Manual
- Xpert and Xpert Dark Internal Battery Replacement
- Procedures for Requesting a Platform ID
- NGWLMS GOES Message Formatting for Hourly Transmissions
- Attachment of Conduits to Enclosures
- EB 10-002 Standardize Battery Type for CO-OPS Water Level and Meteorological Stations

Sensor References

- SonTek Acoustic Doppler Profiler Operation Manual
- SonTek Acoustic Doppler Profiler Software Manual
- Nortek Aquadopp Current Profiler User Guide
- Anti-Fouling Procedures for Current Meters

Maintenance Specifications and References

- Standing Project Instructions for CO-OPS Observing Systems
- Project Instructions for CO-OPS Observing Systems
- CO-OPS Current Meter Reconnaissance Procedures
- Current Meter Site Reconnaissance Log
- Current Meter Station Site report
- Requirements for Reporting During Maintenance of Real-Time Current Stations

- Guidelines for the Emergency Recovery of a Current Meter
- Requirements and Guidelines for Equipment Shipping
- CO-OPS Equipment Return Form
- Engineering Bulletin 10-002: Standardize Battery Type for CO-OPS Water Level and Meteorological Stations with Photovoltaic Charging Systems

APPENDIX B

MANAGEMENT, OPERATION, MAINTENANCE, AND REPAIR OF HUMBOLDT BAY PORTS®

INTRODUCTION

The science, technology, and operations included in PORTS® are leading edge, cover a very wide range, and will continue to present challenges in the ongoing management of the system. Development and implementation of PORTS® by NOS requires the expertise of specialists in technical management, oceanography, engineering, and information systems. It includes knowledge of currents and circulation, water levels, instrumentation, communications, computers, voice response systems, data management, and field operations.

The Humboldt Bay PORTS® is a collimation of deployed technology. The physical and geographical challenges unique to the Humboldt Bay necessitate on-going system refinement and upgrading. System management, operation, maintenance, and repair (MOM&R) and appropriate documentation of these activities will require further refinement as additional experience is gained. Modification of the required activities described in this Appendix must be approved by NOS. The modified requirement(s) must be stated in writing, signed by the NOS Maritime Services Program Manager, and attached to NOS and DISTRICT copies of the Agreement.

Maintenance must be conducted both at the system level and at the component level, at intervals that vary from twice daily to every four years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

MANAGEMENT AND OPERATION

The DISTRICT shall perform the following duties:

- Scheduled maintenance on the current measurement stations, according to NOS specifications to minimize downtime;
- Obtain initial and follow-up response support as required to promptly diagnose problems and thus minimize system down time;
- Manage support contracts (e.g., diving services, vessels, measurement subsystem maintenance, and data acquisition and dissemination subsystem maintenance);
- Interact with NOAA; U.S. Coast Guard; U.S. Army Corp. of Engineers; members of Port Humboldt Bay; other federal agencies; port authorities; ship pilots and masters; ferry, tug and tow operators; companies engaged in maritime commerce; environmental agencies; the general public; and others as required.
- Submit the documentation to include but not limited to, applicable site reports, sensor and station metadata and other supporting documentation as stated in the CO-OPS Standing Project Instructions (see the Schedule, Reports, and Deliverable sections for more information) for each site

visit;

- Maintain field activity logs for the installation, removal, repair, and maintenance of all sensors. Copies shall be retained by the DISTRICT and made available for NOS review upon request.

The NOS-operated CORMS will conduct continuous system checks and will provide the DISTRICT the results from the checks. When problems are encountered with critical system components, the DISTRICT shall respond within four (4) hours of receiving negative system check information to arrange for corrective actions. The DISTRICT shall equip a watch stander or other appropriate employee with a pager or other means of responding 24 hours per day, 365 days per year for this purpose. The DISTRICT shall designate a contact primary person responsible for responding to negative system check information. The primary point of contact is identified in Section VII. of the Agreement. The DISTRICT shall notify NOS of any changes in contact person within one workday.

MAINTENANCE

The DISTRICT will coordinate all maintenance activities and participate in such activities as appropriate.

The routine operations, and scheduled and unscheduled maintenance of the Humboldt Bay PORTS®, Acoustic Doppler Current Profiler (ADCP) measurement stations must be carried out by individual(s) knowledgeable in the methods and procedures of NOS. NOS will train DISTRICT personnel and/or contractors in the maintenance and operation of these measurement stations as needed. Potential training will take place in Seattle at the NOAA WRC campus, in the CO-OPS Pacific Operations Branch lab, and will be specifically focused on the sensors and equipment provided to the DISTRICT by NOS. Routine inspections and scheduled and unscheduled maintenance of the measurement stations will be completed by the DISTRICT.

The maintenance of the NOS NWLON water level station will be the responsibility of and completed by NOS.

The DISTRICT will be provided on-site assistance for DAS operations as determined by NOS.

MANAGEMENT, OPERATION AND MAINTENANCE SCHEDULE

The DISTRICT will prepare a monthly report. A single copy of this report shall be provided to NOS at any time after the 10th of the month following the month for which the report was prepared. The format and scope of this report shall be negotiated between NOS and the DISTRICT and will include elements such as summaries of site visits, maintenance and repair actions taken, daily system check logs, system performance statistics, user call-in statistics, summaries of interactions with users, schedule of upcoming events, and identification of potential problems.

On an annual basis, the DISTRICT shall prepare an annual work plan for the following year. A copy of the plan shall be provided to the NOS CO-OPS Maritime Services Program Manager. The DISTRICT will work with the NOS Maritime Services Program Manager in any manner necessary to support the HBPORTS®.

On an annual basis, NOS shall prepare an annual report that includes an executive summary and data dissemination statistics of the PORTS® system, but no financial information, since the Partner operates and maintains the PORTS® to NOAA standards. The distribution of the report shall be made to anyone requesting it.

Daily

Monitor the various Humboldt Bay PORTS® data products issued by NOS to maintain knowledge of those products and the associated data values. Respond within five business days to all requests regarding instrument status, repair schedules, etc.

Side-Looking Current Measurement Station

I. Six (6) Month Service Interval

- a. The DISTRICT shall employ diver services to inspect and clean marine growth and fouling from all underwater components of the horizontally mounted current meter to ensure proper chain movement and data collection. Digital photographs or video before and after cleaning are required.
- b. The DISTRICT shall inspect and replace expired standard batteries in the DCP and top side electronics with approved replacements, per Engineering Bulletin 10-002: *Standardize Battery Type for CO-OPS Water Level and Meteorological Stations with Photovoltaic Charging Systems*. Batteries shall be labeled with the installation date, shall be load tested annually, and shall be replaced every four years per the *Standing Project Instructions for CO-OPS Observing Systems*. The DISTRICT shall properly dispose of all old batteries.

II. Two (2) Year Service Interval

The DISTRICT shall replace the side-looking current meter with a spare. The DISTRICT verify functionality of the new or refurbished current meters if necessary, prior to reinstallation by the DISTRICT.

Unscheduled Service

CO-OPS will provide updates to the DAS/IDS operating system, languages, and utilities. Respond to system failures as required. Repairs and replacements as may be necessary to ensure system reliability and data quality shall be made.

Table 1. Sensor Service Intervals

Sensor	2 Mo	6 Mo	Yearly	2 Year	4 Year
Side-Looking ADCP		D/C		R	
Solar Panels		I/C			
Standard Batteries		I			R

Key: C-Clean, D-Dive, I- Inspect, K-Calibrate On-Site, L-Return to CO-OPS for Calibration, R-Replace, S-Service

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 6, 2022

TITLE: Consider Adopting Amendment NO. 4 to Ordinance NO. 10: An Amendment to Ordinance 10 of the Humboldt Bay Harbor, Recreation and Conservation District Amending and Adjusting the Boundaries of the Election Divisions of the Humboldt Bay Harbor, Recreation, and Conservation District

STAFF RECOMMENDATION: Staff Recommends that the Commission: Adopt Amendment NO. 4 to Ordinance NO. 10 and consent to read by title only. Amendment No. 4 to Ordinance No. 10: An Amendment to Ordinance 10 of the Humboldt Bay Harbor, Recreation and Conservation District Amending and Adjusting the Boundaries of the Election Divisions of the Humboldt Bay Harbor, Recreation and Conservation District.

SUMMARY: The Board Introduced the proposed amendment on February 10, 2022. The Ordinance would retain the District election boundaries in the same location with no changes. According to the Harbors and Navigation Code the boundaries of all election divisions for the Harbor District Commissioners shall be adjusted following each decennial federal census.

DISCUSSION: Ordinance NO. 6 Section 8 requires that the adoption of an Ordinance shall be introduced at one meeting and then adopted not less than 5 days later at a regular meeting of the Board. The current election boundaries of the Harbor District mirror the County Board of Supervisors election boundaries. Over the last year, the boundaries of the County Board of Supervisors have been reviewed by the community and Board of Supervisors in great detail. After their review, the Board of Supervisors decided to keep the election boundaries the same.

If Amendment NO. 4 is adopted, "the boundaries of all of the election divisions of the Humboldt Bay Harbor, Recreation and Conservation District will mirror the County of Humboldt Supervisorial Districts and are established and fixed as set forth in Chapter 2 of Title II the Humboldt County Code."

ATTACHMENTS:

A Amendment NO. 4 to Ordinance NO. 10

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

• • •

AMENDMENT NO. 4 TO ORDINANCE NO. 10

AN AMENDMENT TO ORDINANCE 10 OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AMENDING AND ADJUSTING THE BOUNDARIES OF THE ELECTION DIVISIONS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

• • •

THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT DOES HEREBY AMEND ORDINANCE NO. 10 TO READ AS FOLLOWS:

Section 1. That pursuant to the provisions of Section 16.1, Appendix 2, of the California Harbors and navigation Code, the boundaries of all of the election divisions of the Humboldt Bay Harbor, Recreation and Conservation District will mirror the County of Humboldt Supervisorial Districts and are established and fixed as set forth in Chapter 2 of Title II the Humboldt County Code.

Section 2. This ordinance shall become effective thirty (30) days from the date of its publication in the Times Standard newspaper, Eureka, California, a daily newspaper of general circulation.

THIS AMENDMENT TO ORDINANCE NO. 10 PASSED AND ADOPTED THIS 14th DAY OF April 2022, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN

Greg Dale, President
Board of Commissioners

ATTEST:

Richard Marks, Secretary
Board of Commissioners

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 6, 2022

TITLE: Consider Adopting Ordinance 20, An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property

STAFF RECOMMENDATION: Adopt Ordinance 20 and consent to read by title only. Ordinance NO. 20: An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property.

SUMMARY: The Board Introduced Ordinance 20 at their March 10, 2022 meeting. There is substantial evidence that storing or handling coal on and over District-owned property poses a danger to the health and safety of people living, working, visiting, and recreating on that and adjacent properties. If adopted, Ordinance 20 would ban the establishment and/or expansion of storage and handling of coal and/or petroleum coke on District-owned property.

DISCUSSION: Ordinance NO. 6 Section 8 requires that the adoption of an Ordinance shall be introduced at one meeting and then adopted not less than 5 days later at a regular meeting of the Board.

ATTACHMENTS:

A Ordinance 20

ORDINANCE NO. 20

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT RELATING TO THE PROHIBITION OF THE STORAGE AND HANDLING OF COAL AND PETROLEUM COKE ON DISTRICT-OWNED PROPERTY

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

SECTION 1. Findings.

The Board of Commissioners finds and declares:

- A. There is substantial evidence that storing or handling coal on and over District-owned property poses a danger to the health and safety of people living, working, visiting, and recreating on that and adjacent properties;
- B. Coal dust consists of fine particles that include PM2.5, for which there is no safe level of exposure, and which has been associated by the State of California and the World Health Organization with cancer and birth defects;
- C. These fine particles include crystalline silica (quartz), lead, mercury, arsenic, cadmium, and nickel;
- D. Burning of fossil fuels emits mercury, a powerful neurotoxin, into the upper atmosphere where it can travel long distances before being deposited into watersheds as well as inland and coastal waterways where it accumulates in fish threatening human health and Humboldt County's recreational, Tribal, and subsistence fisheries;
- E. Coal is subject to spontaneous combustion and requires specialized firefighting techniques;
- F. Storing and handling coal on District-owned lands would be inconsistent with the District's purpose and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors & Navigation Code, including but not limited to these goals and principles:
 - i. Establishment of open space areas and areas provided for recreational use with open access for the public;
 - ii. Improvement, protection, and conservation of the wildlife and fish resources and the ecology of Humboldt Bay;
 - iii. Preservation of the long term economically viable and environmentally sustainable, utilization and enjoyment of natural resources;
 - iv. Prevention of pollution of Humboldt Bay;
 - v. Enhancement of the aesthetic appearance of Humboldt Bay;
 - vi. Maintain or enhance the quality of the local water resources;

- vii. Establishment, improvement and conduct of small boat harbors, marinas, aquatic playgrounds and similar recreational facilities; and
- viii. Protecting the right to fish in the waters of Humboldt Bay including the right of convenient access to said water over said lands for said purpose.

SECTION 2. Intent.

- A. This Ordinance is intended to protect and promote the health, safety, and welfare of the residents, visitors, and workers within the District by reducing the release of pollutants into the environment because of coal and petroleum coke storage and handling.
- B. This Ordinance is also intended to reduce the public health, safety, or welfare impacts caused by the storage and handling of coal and petroleum coke.
- C. This Ordinance is also intended to reduce the adverse impact to ecological and natural resources of the Humboldt Bay, including tide and submerged lands, caused by the storage and handling of coal and petroleum coke.
- D. This Ordinance bans the establishment and/or expansion of storage and handling of coal and/or petroleum coke on District-owned property.

SECTION 3. Definitions.

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

- A. *Coal* means a solid, brittle, carbonaceous rock classified as anthracite, bituminous, subbituminous, or lignite by the American Society for testing and Materials ("ASTM") Designation D388-77.
- B. *District* means the Humboldt Bay Harbor, Recreation, and Conservation District formed pursuant to Appendix 2 of the California Harbors and Navigation Code.
- C. *Petroleum Coke* means a solid carbonaceous residue produced from a coker after cracking and distillation from petroleum refining operations, including such residues produced by petroleum upgraders in addition to petroleum refining.
- D. *Property Owned by the District* means property in which the District holds a proprietary or fiduciary interest to include fee, trust, or leasehold interests. To the extent the District possesses a leasehold interest in lands affected by this Ordinance, this Ordinance shall apply solely to District agents, invitees, and licensees.
- E. *Store or Handle, or Storing or Handling, or Storage or Handling* means to allow or maintain any pile, including without limitation covered and uncovered piles, piles located above ground, underground, or within containers, or to load, unload, stockpile, or otherwise handle an/or manage, temporarily or permanently, coal and/or petroleum coke.

F. *Small Amounts of Coal or Petroleum Coke* means 25 pounds or less stored or handled in a 24-hour period.

SECTION 4. Prohibition On Storage and/or Handling of Coal or Petroleum Coke.

The storage and handling of coal and petroleum coke on any property owned by the District is prohibited.

SECTION 5. Exemptions.

The following non-commercial uses are exempt from the provisions of Section 4, above: residential, educational, scientific, recreational, religious, craft or cultural uses in which persons store or handle small amounts of coal or petroleum coke.

SECTION 6. Exceptions.

- A. The provisions of this Ordinance are not applicable to the extent, but only to the extent, that they would violate the constitution or laws of the United States or of the State of California.
- B. Any person claiming to be adversely affected by an unlawful or unconstitutional application of this Ordinance may apply to the Executive Director of the District for an exception, setting forth the basis for the application and requesting an exception. The Executive Director or her/his designee must respond in writing within twenty-one (21) days, granting or denying the exception. Such determination of exception shall be published to the District website.
- C. Within ten (10) calendar days after publication of the determination of exception, any determination by the Executive Director that an exception will be granted or denied may be appealed by any person aggrieved by such action to the Board of Commissioners. If no appeal is filed, the Executive Director's decision is final.
- D. The Secretary of the Board will set the appeal for hearing before the Board of Commissioners at a regular or special meeting within sixty (60) calendar days and give notice to the applicant, the appellant, and by publication pursuant to Government Code § 6061 not less than 10 days prior to the hearing. The hearing will be conducted *de novo*. The Board may continue the hearing from time to time. The Board's findings and determination on the appeal will be final and conclusive.

SECTION 7. Conflicting Provisions.

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

SECTION 8. CEQA.

The Board of Commissioners finds, pursuant to the California Environment Quality Act (CEQA), Guidelines section 15378, that this ordinance is not a Project as defined by CEQA. Furthermore, the ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) as it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 9. Publication and Effective Date.

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

Introduced, passed, and adopted by the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District on this 14th day of April, 2022, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Greg Dale, President
Board of Commissioners

Richard Marks, Secretary
Board of Commissioners

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 6, 2022

TITLE: Shelter Cove Fishing Preservation, Inc. Janitorial Agreement

STAFF RECOMMENDATION: Staff recommends that the Board: Authorize the Executive Director to sign a services agreement with Shelter Cove Fishing Preservation Incorporated (SCFPI).

SUMMARY: The Harbor District terminated the lease with Mario's Marina LLC on December 31, 2021. Through a Janitorial Services Agreement, the Harbor District has provided \$25,000 annually for SCFPI's services in the past and would like to renew that agreement for a two-year term.

DISCUSSION: The Janitorial Agreement with SCFPI expired on March 31, 2022.

District staff seeks Board approval to extend the sub-lease with SCFPI on a month-to-month basis beginning April 1, 2022 and continue for two years. The \$25,000 per year funding would be for the services and terms as detailed in the previous agreements (Attachment A). SCFPI previously agreed to prepare the site, install the foundation, and operate the commercial composter that is planned to be installed latter this year if the Shelter Cove Resort Improvement District of SCFPI has site control as required by the Harbor District grant.

ATTACHMENTS:

- A. Previous Services Agreement between the Harbor District and Shelter Cove Fishing Preservation Association

Exhibit B

Purchase Order No. 1407

**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
SERVICE PROVIDER AGREEMENT WITH
SHELTER COVE FISHING PRESERVATION INCORPORATED
FOR FISH CLEANING STATION JANITORIAL SERVICES**

This Agreement is effective May 1, 2019 between the Humboldt Bay Harbor, Recreation and Conservation District, a Special District of the State of California (referred to as "District"), and Shelter Cove Fishing Preservation, Inc., a 501(c)(3) Non-Profit Organization (referred to as "Service Provider").

1. **Scope of Services:** Service Provider agrees to perform services as set out in Exhibit A, "Scope of Services and Compensation" attached hereto and incorporated herein ("Services"), described briefly as janitorial maintenance and operation of the Shelter Cove fish cleaning station. No purchase orders for this work will be issued without a valid Agreement.
2. **Standards of Performance:**
 - A. *Standard of Care.* The standard of care for all professional services performed or furnished by Service Provider under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of Services.* District shall not be responsible for discovering deficiencies in the technical accuracy of Service Provider's Services. Service Provider shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in District-furnished information.
3. **Compensation for Services, Payment:**
 - A. *Compensation.* District shall pay Service Provider as set forth in Exhibit A, **not to exceed \$25,000.00** per annum.
 - B. *Preparation and Submittal of Invoices.* Service Provider shall prepare and submit its invoices to District no more than once per month and no later than the 15th day of each month.
 - C. *Payments.* All reasonable efforts will be made by District to pay undisputed invoices within 30 days of receipt. If District contests an invoice, District may withhold that portion so contested and pay the undisputed portion.
 - D. *Withholding Of Payment.* The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Service Provider has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Service Provider fails to maintain reasonable progress toward completion of the Services or any component thereof.
4. **Commencement, Completion:**
 - A. *Commencement.* Services of Service Provider shall commence upon full execution of this Agreement by all parties, and subject to the terms stated in Exhibit B, "Special Conditions". This Agreement shall remain in full force until **March 31, 2021**. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Service Provider. A signed Agreement is considered notice to proceed.

B. *Time for Completion.* Service Provider shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Service Provider's services, and the rates and amounts of Service Provider's compensation, shall be adjusted equitably. If Service Provider fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination.*

- 1) *Suspension.* District may suspend the Services upon five days written notice to Service Provider.
- 2) *Termination.* The obligation to provide further Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

D. *Payments Upon Termination.* In the event of any termination under this Section 4, Service Provider will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

5. **Independent Contractor:** Service Provider, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Service Provider is not to be considered an agent or employee of the District. Service Provider agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.

6. **Insurance:** All Work shall be performed entirely at the Service Provider's risk. Prior to the beginning of and throughout the duration of the Work, Service Provider shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Service Provider, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:

- A. *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the District shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- B. *Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If Service Provider or Service Provider's employees will use personal autos on this project, Service Provider shall provide evidence of personal auto liability coverage for each such person
- C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease

D. *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Service Provider, sub-contractors or others involved in performing services under this Agreement. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein.

E. *General Conditions Pertaining to Insurance*:

- (1) Service Provider shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Service Provider’s policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the District. Service Provider’s policy shall not seek contribution from the District’s insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- (2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- (3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.
- (4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District’s right.
- (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.
- (6) Service Provider agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
- (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Service Provider’s general liability policy, shall be delivered to the District at or prior to the execution of the Contract.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Service Provider shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may

affect the District's protection without the District's prior written consent.

- (9) The District reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Service Provider ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Service Provider, the District will negotiate additional compensation proportional to the increased benefit to the District.
- (10) In the event Service Provider fails to obtain or maintain completed operations coverage as required by this Contract, the District at its sole discretion may purchase the coverage required and the cost will be paid by Service Provider.

7. **Indemnity:** When the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless District and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Service Provider, its officers, agents, employees or any entity or individual for which Service Provider shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider.

8. **Subcontracting:** No services covered by the Agreement shall be subcontracted without the prior written consent of the District. Service Provider shall furnish separate insurance certificates and endorsements for each subcontractor having received consent by the District in the amounts specified in Section 4 of this Agreement.
9. **Registration with Department of Industrial Relations:** If the tasks performed by the Service Provider require prevailing wage, the Service Provider shall be currently registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.
10. **Permits and Licenses:** Prior to execution of the Agreement the Service Provider shall obtain and maintain throughout the contract period all licenses required by law including but not limited to a valid business license.
11. **Modification, Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
12. **Assignment:** This Agreement is not assignable by the Service Provider, either in whole or in part.

13. **Designated Representatives.** With the execution of this Agreement, Service Provider and District shall designate specific individuals to act as Service Provider's and District's representatives with respect to the services to be performed or furnished by Service Provider and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

District Representative:

Name: Larry Oetker

Title: Executive Director

Phone: 707-443-0801

Email: loetker@humboldtbay.org

Service Provider Representative:

Name: Jake Mitchell

Title: President

Phone: 707-223-1600 / 986-1400

Email: Scfpinc@gmail.com

14. **Governing Law:** This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

15. **Disputes.** District and Service Provider agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

16. **Entire Agreement.** This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Service Provider for the Services and supersedes all prior written or oral understandings.

17. **Nondiscrimination.** During the performance of this Agreement, Service Provider and its sub-contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age, or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Service Provider and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

18. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

19. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
21. Timeliness. Time is of the essence in this Agreement. Service Provider shall proceed with and complete the Services in an expeditious manner.
22. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:
 - Exhibit A: Scope of Work and Compensation
 - Exhibit B: Special Conditions
25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

(Signatures on next page)

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Service Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of Service Provider and has the authority to bind Service Provider to the performance of its obligations hereunder.

Executed in Eureka, California on May 2, 2019 (date)

DISTRICT:

By: Larry Oetker

Signature: Larry Oetker

Executive Director

Date: May 1, 2019

By:

Signature: S. De

President, Board of Commissioners

Date: 5/7/19

Authorized by Board at 12/11/18
Regular Board Meeting

Approved as to form:

Signature: Ryan Plotz

Ryan Plotz, District Counsel

SERVICE PROVIDER:

Print Name: Jake Mitchell

Signature: Jake Mitchell

Title: President

Date: 4-2-19

Company Name: Shelter Cove Fishing Preservation

Address: 533 Machi Rd.

Shelter Cove, CA 95589

Email: scfpinc@gmail.com

Phone: 707-986-1408 / 707-223-1608

Contractor's License #: _____

Employer Tax ID#: _____

DIR ID #: _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

Shelter Cove Fishing Preservation Incorporated (“SCFPI”) and the Humboldt Bay Harbor, Recreation and Conservation District (“District”) agree to the following terms for the operation and maintenance of the Shelter Cove fish cleaning station:

1. District staff will train SCFPI designated staff in the proper procedures for all daily and monthly operations of the fish grinder and/or any newly installed fish waste processing and disposal operation.
2. District will install signage regarding daily maintenance procedures with contact information for SCFPI operators.
3. District will take responsibility for major shut downs such as grinder pump failure, underground water and sewer problems, and other major repairs of fish waste operations and ensure that operations resume in a timely manner.
4. SCFPI will perform the following janitorial and fish cleaning station services:
 - a. Clean and sanitize cleaning tables as needed
 - b. Feed fish waste into grinder safely and properly
 - c. Maintain a clean working area
 - d. Insure all water hoses remain in working order
5. SCFPI is responsible for daily inspections and janitorial service of the fish waste disposal system. Completed daily check sheets will be available upon request by District staff.
6. District will be responsible for the cost of the water and electrical charges of the sub-metered fish cleaning station. If these costs exceed 10% of previous year expenses for the same month, the District and SCFPI shall meet and confer regarding ways to correct the problem.

COMPENSATION: not to exceed \$25,000.00 per annum.

EXHIBIT B
SPECIAL CONDITIONS

The following additional agreements between Shelter Cove Fishing Preservation Incorporated (“SCFPI”) and the Humboldt Bay Harbor, Recreation and Conservation District (“District”) will be required for full implementation of the project:

1. With grant funding approved, District will purchase, construct, and install a wastewater line from existing fish cleaning station to Shelter Cove Resort Improvement District wastewater mainline, commercial composter and/or other approved facilities to discontinue the current fish waste discharge into the ocean.
2. District will aid SCFPI in the implementation of a commercial fish cleaning, processing, and retail sales operation on the leased property.

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: April 8, 2022

TITLE: Consider Approving Resolution 2022-02, thereby: Approving Harbor District Permit #2022-01 with Associated Conditions of Approval, Approving an associated CEQA Notice of Exemption, and Establishing Findings Relative to the Permit Application (Hog Island Dock Repair)

STAFF RECOMMENDATION: Staff recommends that the Board adopt Harbor District Resolution 2022-02 which includes:

- Approving Permit 2022-01 for the Hog Island Dock Repair Project.
- Approving an associated CEQA Notice of Exemption.
- Establishing Findings Relative to the Permit Application.

SUMMARY: Sequoia Investments X, LLC applied for a Harbor District permit to conduct a 5-year repair and maintenance plan for the Hog Island Dock located at Bivalve way, Samoa, CA (APN 401-301-007). The Harbor District Board is to consider issuing a permit. The purpose of the Project is to repair and/or replace defected piles and dock support structures. The replacement of piles would involve replacing the existing wood lateral beams with new steel I-beams (pile caps) and the steel piling will be welded or bolted to the I-beams. The total work area is approximately 3,000 sq. ft and the disturbed area will be approximately 75 linear feet and 225 square feet and is within the same footprint of the existing dock structures.

DISCUSSION: Sequoia Investments X, LLC received an Emergency Permit (E-2021-06) to replace failing wooden pilings with steel pilings at the Hog Island dock located at Bivalve way, Samoa, CA (APN 401-301-007). The emergency work was completed on October 29, 2021. Sequoia Investments has now applied for permits from the Harbor District and other regulatory agencies to conduct a 5-year repair and maintenance plan for the remaining piles with severe and major defects (see Figure 1). Hog Island Oyster Company operates their business equipment on the dock and having a maintained docked is essential to their daily business. The 5-year dock repair and maintenance plan is needed to allow Hog Island Oyster Company to continue using their heavy equipment, trucks and forklifts.

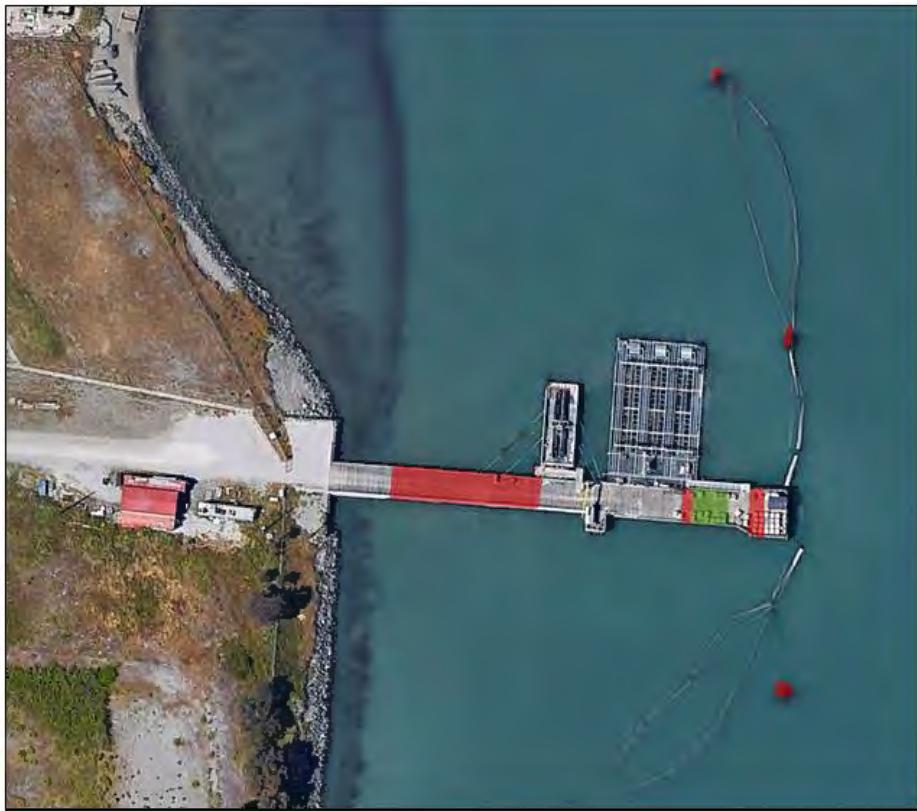
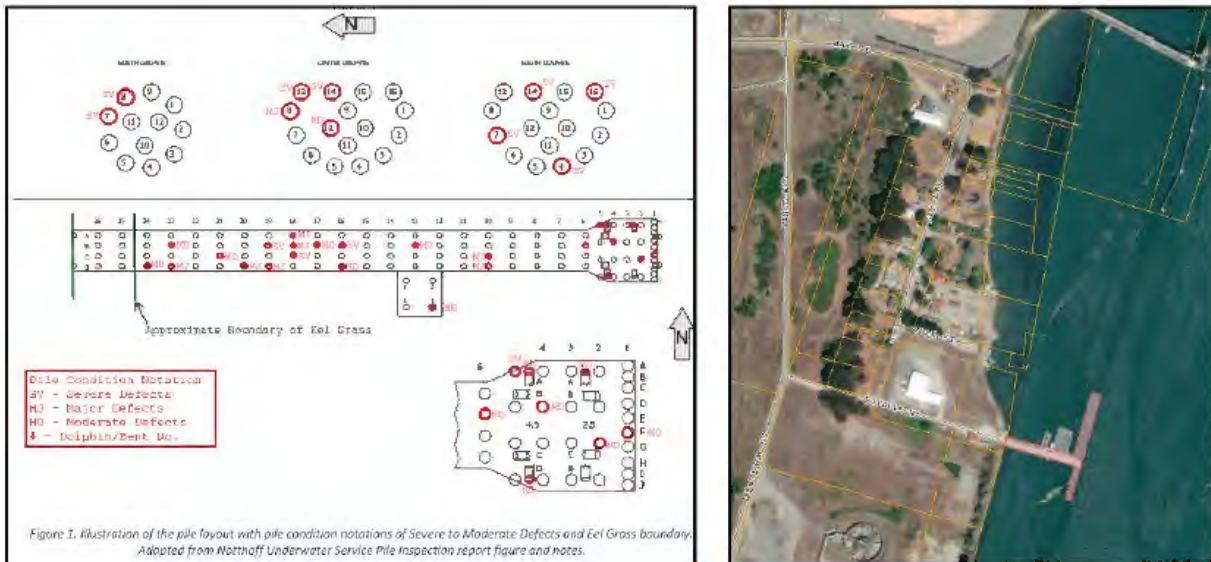


Figure 1: Hog Island Oyster Dock with repair area highlighted in red, and previous emergency work area completed highlighted in green

DISCUSSION:

The initial focus of the repair plan will be on the piles that were identified with major or severe defects. The replacement of piles will be conducted, similar to the emergency permit, by replacing the existing wood lateral beams with new steel I-beams (pile caps) and the steel piling will be welded or bolted to the I-beams. The replacement of defected piles and any other defect would be determined annually by a licensed contractor. The purpose of the 5-year repair and maintenance plan is to allow time flexibility as to when repair and maintenance would occur. Maintenance activities and the timing of the proposed work is based on the Biological Report prepared by Stillwater Sciences, dated October 2021.

All work would be staged and conducted from a barge. The Contractor's materials staging area is on the dock in Fields Landing, where the steel piles are stored. The Contractor will load the materials onto the barge and float the barge to the Hog Island dock. The Contractor will utilize vibratory pile driving to install piles and vibratory pile extraction to remove piles. The Contractor will setup and drive the steel foundation pilings with an APE vibratory hammer and install (weld or bolt) the new pile caps (I-beams) on the new pilings. Once the new pilings and pile caps are in place, the failed pilings will be removed with the vibratory hammer. Complete extraction of pilings is proposed. The removed pilings will be hauled, by barge, to staging area and then trucked to the nearest licensed waste facility to be disposed of or recycled per State of California recycling standards.



All repair regions appear to be in open water and the approximate repair regions are noted to be outside the eel grass area. The project is conditioned upon the applicant complying with the District's piling installation and removal best management practices (BMPs). These BMP's shall be implemented to ensure any potential impacts are minimized. Temporary impacts related to sediment disturbance during piling removal/replacement will be minimized by project timing and use of vibratory extraction and hammering.

California Environmental Quality Act

The Harbor District as lead agency has determined that the project qualifies for a CEQA Notice of Exemption (NOE) under Class 1, §15301 (Existing Facilities) and Class 2, § 15302 (Replacement or Reconstruction). The project will replace and repair severely damaged dock pilings and cross beams and would not result in expansion of capacity or use; there is no substantial evidence the project will have a significant effect on the environment. Best management practices (BMPs) would be implemented to ensure any potential impacts are minimized and no waste associated with the dock repair would be allowed to enter Humboldt Bay.

ATTACHMENTS:

- Resolution No. 2022-02 A Resolution Establishing Findings Relative to Permit 2022-01; A CEQA Exemption; and Conditional Approval of Permit 2022-01 for The Hog Island Oyster Dock Repair Project.
- California Environmental Quality Act – Notice of Exemption

Documents incorporated here by reference are on file with the Harbor District and available online (<http://humboldtbay.org/public-notices> - Jan. 14, 2022, Application)

- Application – Sequoia Investments X, LLC/ Hog Island Dock Repair Project (including the Work Plan with the following attachments: Figures; Dive Inspection Report; and Hog Island Dock Emergency Repair Biological Report, Stillwater Sciences, October 2021).

ATTACHMENT A

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

RESOLUTION NO. 2022-02

A Resolution Establishing Findings Relative to Permit 2022-01; a California Environmental Quality Act Exemption; and Conditional Approval of Permit 2022-01 for Sequoia Investments Hog Island Dock Repair 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;

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;

WHEREAS, the Sequoia Investment X, LLC has applied to the Humboldt Bay Harbor, Recreation, and Conservation District for Hog Island Oyster Dock Repair Project “Project”; and

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District has been presented with certain evidence relating to the impact of the Hog Island Dock Repair 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, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

1. 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.

2. That the Humboldt Bay Harbor, Recreation and Conservation District has determined the project qualifies for a CEQA Notice of Exemption (NOE) under Class 1, §15301 (Existing Facilities) and Class 2 (§ 15302 Replacement or Reconstruction), and there is no substantial evidence the project will have a significant effect on the environment.
3. That the Board approves Permit No 2022-01 conditionally approving the Sequoia Investments Hog Island Dock Repair Project (Attachment A1).

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 14th day of April 2022, by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

GREG DALE, Chair
Board of Commissioners

RICHARD MARKS, 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. 2022-02 entitled,

**A Resolution Establishing Findings Relative to Permit 2022-01; a California Environmental Quality Act Exemption; and Conditional Approval of Permit 2022-01 for Sequoia Investments
Hog Island Dock Repair 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 14th Day of April 2022; 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 14th Day of April 2022.

**Richard Marks, Secretary
Board of Commissioners**

ATTACHMENT A.1

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT

Permit No. 2022-01

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

Permittee:

Sequoia Investments X, LLC
Kenneth Carswell
323 5th Street
Eureka, CA 95501
kcarswell@snscc.com
(707) 476-2706

Contact/Agent:

Annje Dodd, PhD, PE
Northpoint Consulting Group
Annje@northpointeureka.com
(707) 798-6438

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2022-01, filed by Sequoia Investments X, LLC, hereinafter referred to as "**Permittee**", and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRC)** as lead agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination adopting the Notice of Exemption (NOE) and the Board of Commissioners of the **District** having on April 14, 2022, passed Resolution No. 2022-02 establishing findings relative to the Application by **Permittee** for the Sequoia Investments Hog Island Dock Repair 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**.

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

The Project will repair the Hog Island Dock, located at 1 Bivalve way, Samoa, CA (APN 401-301-007). The purpose of the Project is to repair and/or replace defected piles and dock support structures. The replacement of piles would also involve replacing the existing wood lateral beams with new steel I-beams (pile caps) and the steel piling will be welded or bolted to the I-beams.

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 this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on 12/31/2028. 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. The Executive Director may administratively grant up to a three (3) year extension.
- 4. 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.
- 5. The permittee and any and all contractors completing work for the project must follow the District's Piling Removal and Installation Best Management Practices (Exhibit 1).
- 6. 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.
- 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 April 14, 2022 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth herein and executing said approval as hereinafter provided.

EXECUTED on this 14th day of April 2022, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

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

Sequoia Investments X, LLC, **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.

Sequoia Investments X, LLC, **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: _____

Sequoia Investments X, LLC Representative

Exhibit 1

Piling Removal and Installation

Best Management Practices



The following Best Management Practices shall be followed. The Habor District shall update these BMP's based on the specific site conditions and industry standards:

1. The following methods may be utilized for piling removal or installation:
 - a) Vibratory Hammer: A vibratory hammer with timber clamp.
 - b) Impact Hammer: If an impact hammer is proposed, the Department of Fish and Wildlife's Interim Criteria for Injury to Fish from Pile Driving Activities shall be incorporated into Project plans. According to the Interim Criteria, the sound pressure levels should not exceed 206 dB peak and 187 dB accumulated sound exposure level (SEL) for all listed fish except those that are less than 2 grams. For fish less than 2 grams, the criteria for accumulated SEL should not exceed 183 dB.
 - If sound pressure levels exceed those in the Interim Criteria, The applicant shall contact the CA Department of Fish and Wildlife to determine if an application for an Incidental Take Permit and a sound attenuation monitoring plan is required.
 - A wood cushion block shall be utilized during impact hammering to reduce noise impacts.
 - c) Water Jet: If a water jet is proposed the water intake shall be screened to meet the Department of Fish and Wildlife water intake screen criteria. The Project shall monitor turbidity within 500 feet of the project site to ensure that the turbidity is not greater than 20% above background turbidity levels. If the turbidity levels exceed 20% over background levels, water jet operations shall cease and adaptive measures shall be implemented to ensure that the turbidity standard is not exceeded.
2. Avoid staging the barge or other equipment over eelgrass habitat. If eelgrass is within 100 feet of the site, the District's Eel Grass Avoidance and Minimization Measures and Best Management Practices shall be followed.
3. Equipment:
 - a) An excavator, crane, or other similar piece of equipment carrying a vibratory hammer and timber clamp shall be used to remove the piles.
 - b) The excavator or crane operators shall be experienced with vibratory pile removal.
 - c) Bio-degradable hydraulic fluid shall be utilized.
 - d) All equipment will be checked before use in order to minimize risk of petroleum product releasing to the bay.
 - e) A spill response kit, including oil absorbent pads shall be on-site to collect any petroleum product that is accidentally released.
 - f) The barge, tug and all watercraft shall be of sufficient size, as determined by the Humboldt Bay Harbor Master, to be capable of safely handling the equipment. The Harbor Master, at his/her discretion may "retag" any watercraft determined

be unsafe or unseaworthy.

g) Contractor shall maintain Workman's Compensation, Jones Act, and/or Maritime insurance as may be required for the work performed.

4. Pile removal:

- a) Pile removal and/or Installation may be conducted either from shore, pier/dock and/or from a barge.
- b) Piles shall be removed at a tide of sufficient elevation to float the barge and tug boat adjacent to the piles being removed without scarring the mudflats and/or Bay subsurface.
- c) Grounding of the barge shall not be permitted.
- d) The crane operator shall "break" the soil/pile bond prior to pulling in order to limit pile breakage and sediment adhesion.
- e) Piles shall be removed slowly to limit sediment disturbance.
- f) Piles shall not be hosed off, scraped, or otherwise cleaned once they are removed from the sediment.
- g) If piles cannot be fully removed, the broken piles shall be cut one foot below the mudline.

5. Work surface on barge deck, pier, or shore shall include a containment area for removed piles and any sediment removed during pulling to prevent materials/sediment from re-entering the water. Uncontaminated water run-off can return to the waterway after it passes through a waddle, haybale, or other sediment filter.

- a) The containment area shall be constructed of durable plastic sheeting.
- b) Upon completion of the project, the plastic containment, and sediment filter shall be removed and disposed in accordance with applicable federal and state regulations.

6. Upon removal, the pile shall be moved expeditiously from the water into the containment area.

- a) The pile shall not be shaken, hosed-off, left hanging to drip or any other action intended to clean or remove adhering material from the pile.
- b) The piles shall not be reused in Humboldt Bay and shall be disposed of in accordance with applicable federal and state regulations.
- c) Holes left in the sediment by the pilings shall not be filled as they are expected to naturally fill.

7. Debris Capture in Water

- a) A floating surface boom shall be installed to capture floating surface debris.
- b) The boom shall be located at a sufficient distance from the work area to ensure capture of all work materials.
- c) Debris shall be collected, placed in the containment area, and disposed of along with the disposal of the pilings and containment material.
- d) Debris contained within boom shall be removed at the end of each work day or immediately if waters are rough and there is a chance that debris may escape the boom.

ATTACHMENT B

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

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

**CALIFORNIA ENVIRONMENTAL QUALITY ACT - NOTICE OF EXEMPTION**

To: County of Humboldt
County Clerk
825 5th Street
Eureka, CA 95501

From: Humboldt Bay Harbor, Recreation,
and Conservation District
601 Startare Drive
Eureka, CA 95501
districtplanner@humboldtbay.org

Project Title: **Sequoia Investment Hog Island Dock Repair and Maintenance Project**

Project Applicant: Sequoia Investment X, LLC, 323 5th Street, Eureka, CA 95501,
KCarswell@sns.com, (707) 476-2706

Project Location: Sequoia Investment's Hog Island dock is located in the Fairhaven area at 1 Bivalve way, Samoa, CA (APN 401-301-007).

Project Summary:

The Project proposes to repair the Hog Island Dock, located at 1 Bivalve way, Samoa, CA (APN 401-301-007). The purpose of the Project is to repair and/or replace defected piles and dock support structures. The replacement of piles would also involve replacing the existing wood lateral beams with new steel I-beams (pile caps) and the steel piling will be welded or bolted to the I-beams. The total work area is approximately 3,000 sq. ft and the disturbed area will be approximately 75 linear feet and 225 square feet and is within the same footprint of the existing dock structures.

Pertinent California Environmental Quality Act (CEQA) Exemption: The District has determined that the project is exempt from CEQA pursuant to Class 1, §15301 Existing Facilities and Class 2, §15302 Replacement or Reconstruction. The project will replace severely damaged dock pilings and associated structures and would not result in expansion of capacity or use. Further, the project involves replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site and have substantially the same purpose and capacity as the structure being replaced.

Rationale for Exemption: The project involves replacement of an existing pilings and associated structures to maintain safety and functionality. The project will not result in enlargement or expansion of existing use. 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 these finding is on file with the District and available for review upon request at the address listed below. Specifically:

1. The cumulative impact of successive dock repairs would not result in a significant impact.
2. There are not unusual circumstances that create a reasonable possibility that the dock repairs will have a significant effect on the environment.
3. The dock repairs would not impact scenic resources.
4. The dock is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
5. The dock repairs would not cause a substantial adverse change to the significance of a historic structure.
6. The Dock repairs permit is conditioned on complying with the Piling Removal and Installation Best Management Practices.

Lead Agency Contact: Rob Holmlund, Development Director
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501

Signature: 

Date: 4/8/22

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
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5th Division
Patrick Higgins

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

Agenda Item 11c.

**STAFF REPORT - HARBOR DISTRICT MEETING**

April 14, 2022

TO: Honorable Board President and Harbor District Board Members**FROM:** Larry Oetker, Executive Director**DATE:** April 8, 2022**TITLE:** Review of Preliminary Budget and Goals for Woodley Island Marina, Shelter Cove and Fields Landing Boat Yard

STAFF RECOMMENDATION: Staff recommends the Board: Review and provide direction regarding the Preliminary budget and goals for Woodley Island Marina, Shelter Cove, and Fields Landing Boat Yard.

SUMMARY: The budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors no later than August 1st.

DISCUSSION:

Date	Meeting Type	Purpose
April 14	Regular	A) Review Preliminary Budget with Preliminary Goals, Income, and Expenditures: 1. Woodley Island Marina 2. Fields Landing Boat Yard 3. Shelter Cove
May 12	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Redwood Marine Terminal I 2. Redwood Marine Terminal II 3. Dredging B) Review the Fee Schedule
	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Port Operations 2. Conservation and Recreation Programs 3. Administrative Services 4. General Operating and Staffing 5. Follow up discussion from previous budget meeting topics B) Adopt Preliminary Budget
July 8	Regular	Budget Adoption, Fee Schedule and Transmission to Board of Supervisors
July 22	Special	If Necessary

ATTACHMENTS:

A. Preliminary goals for Woodley Island Marina, Shelter Cove and Fields Landing Boat Yard.

Shelter Cove GOALS

- Complete the conversion of the fish cleaning station discharge from direct ocean to the Resort Improvement District's wastewater treatment system, with composting of solids
- Provide recurring Boat Ramp Maintenance
- Assist the Shelter Cove Fishing Preservation Association and Shelter Cove Resort Improvement District to:
 - Develop a Master Plan for the Mario's Marina property
 - Pursue public acquisition of the Mario's Marina property

Shelter Cove Preliminary Budget

Item	Cost
Fish Cleaning Station Upgrade	\$70k
Beach and Boat Ramp Maintenance	\$5k
Insurance	\$4k
Total	\$79k

FIELDS LANDING - GOALS

- Market Facility Capabilities & Services in Cooperation with Current Tenant
- Contract assessment of Lift Fingers to determine maintenance needs and options for increased capacity
- Continued oversight of Storm Water and Wash Water Management
- Develop, Construct and Institute Storm water treatment system
- Continue demolition of abandoned and non-operative vessels
- Recurring Preventive Site and Building Maintenance
- Grub and Maintain South acreage for future use / opportunities

Fields Landing - Preliminary Expense

Category	Value
Storm water pretreatment	\$25K
Boat pre-disposal	\$10K
Facility Improvements	\$20K
Equipment Repairs	\$5K
General Repairs & Maintenance	\$5K
Maintain South Pad	\$1K
Total	\$66K

Fields Landing - Preliminary Deferrals

Category	Amount
Boat Demo	\$25K
Storm Water	\$50K
Re-seal Tarmac	\$50K
Facility Paint	\$15K
Travel Lift Dock	\$120K
Total	\$260K

Woodley Island Makahiri Goals

- Increase Occupancy & Collect Prevailing Rents
- Increase Marketing of Dockside Fish Sales - supporting local Commercial Fishermen and their crews & families
- Strengthen partner agency relations to further promote Woodley Island as a commercial, recreational, and tourist destination

Wooded Islands Makaihaig Goals

- Establish 10yr. Capital Improvement and Operations Plan
- Continue Dock Improvements, including Weldments, Rollers, Whalers, Rub Boards, and Utilities
- Improve Island passive security through security enhancements
- Add additional on-site personnel from 3:00pm until 11:00pm
- Continued communication with Island Tenants to promote a strong Neighborhood Watch and reliant community.

Woodley Island – Preliminary Expenses

Location	Income
Dock Improvements	\$30K
Utilities Assessment	\$10K
Access Control & Exterior Lighting	\$30K
Main Building Repairs	\$40K
Parking Lot Repairs	\$15K
Equipment Repairs& Replacements	\$7.5K
Total	\$132.5K

Woodley Island – Preliminary Deferrals

Location	Expense
Parking Lots & Roads	\$40.5K
Bilge System Upgrades	\$32.5K
Dock Float Replacement	\$100K
Infrastructure Improvements	\$81.5K
Equipment Replacement	\$21.5K
Total	\$276K

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

**Humboldt Bay
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Eureka, California 95502-1030



**STAFF REPORT
HARBOR DISTRICT MEETING
April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: April 8, 2022

TITLE: Approve Purchase Order for Eel River Disposal to Allow for the Remaining Debris Piles at Redwood Marine Terminal II to be Removed

STAFF RECOMMENDATION: Staff recommends the Board: Approve purchase orders for the removal of debris and materials from Redwood Marine Terminal II.

SUMMARY: On July 8, 2022, the Board approved the annual operating budget for Redwood Marine Terminal II (RMT II), which included \$26,100 for the removal and recycling of debris and materials, which remained on site, after the NMTC financed building improvements were completed.

DISCUSSION: After the completion of building improvements at RMT II, demolition and construction debris and varied prior tenants' items such as wood, plastics, and metals, were removed from the buildings and stored on site in managed piles. As a practice of good property management and a term of the Nordic Aquafarms Lease to prepare the site for their intended project, District Staff contracted a recycle and salvage vendor to grind, remove, and recycle the materials, with the bulk of the material being processed for reuse and recycling.

ATTACHMENTS:

A. Purchase Order 1754



Humboldt Bay Harbor, Recreation &
Conservation District
PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
04/14/2022	1754

Vendor	Ship To
Eel River Disposal PO BOX 322 Fortuna, CA 95540	Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
Approved in FY 2021/2022 Budget: Tub Grinding, Hauling, Recycling, & Disposal of waste at RMT II				\$26,100.00
Approved By:			Total \$26,100.00	

COMMISSIONERS

1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Richard Marks
 5th Division
 Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
 April 14, 2022**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: April 8, 2022

TITLE: Receive a Report Regarding Upcoming Grant Application for Port Infrastructure Development Program

STAFF RECOMMENDATION: Receive a Report.

SUMMARY: At the Regular Board Meeting scheduled for May 12, 2022, staff plans to bring before the Board an application for the Port Infrastructure Development Program (PIDP). The District is anticipated to request up to \$12,000,000. Staff anticipated that no General Funds will be used as matching funds, though staff does anticipate that the District will need to utilize as matching funds a portion of the \$10.45M grant issued to the District in March of 2022 by the California Energy Commission.

DISCUSSION: The Port Infrastructure Development Program (PIDP) is a discretionary grant program administered by the U.S. Maritime Administration. Funds for the PIDP are awarded on a competitive basis to projects that improve the safety, efficiency, or reliability of the movement of goods into, out of, around, or within a port. Congress provided first-year funds of \$293 million for the program in the FY2019 Consolidated Appropriations Act. Congress continued funding the program at \$225 million in FY2020 and \$230 million in FY2021. The District submitted an application to the program in 2021, but was unsuccessful. For FY2022 the Infrastructure and Jobs Act/Bipartisan Infrastructure Law, appropriated \$450 million to the PIDP. Staff is actively working with Moffatt & Nichol to prepare a grant application. The deadline for application submittals is May 16, 2022. Staff will provide a detailed presentation to board during the May 12th Board meeting to review the grant application details.