

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

DATE: July 10, 2025

TIME: Closed Session – 5:30 P.M.
Regular Session – 6:00 P.M.

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

ADDITIONAL LOCATION VIA TELECONFERENCE:
Signia by Hilton San Jose, 170 S. Market Street, San Jose, CA 95113

How to Observe and Participate in the Meeting:

- **In Person** - Members of the public may observe and participate in the meeting by attending in person at Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.
- **Virtually** – Members of the public may observe and participate in the meeting virtually using the Zoom platform. *Please note that any technical issues, regardless of cause, that prevents or delays public observation or participation via virtual means is not a basis to stop or delay the meeting, and, for this reason, members of the public should prioritize in-person attendance.*

Zoom link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402

One tap mobile

(669) 900-9128, 6917934402#

The Humboldt Bay Harbor, Recreation and Conservation District is committed to providing equal access to all District programs, services, and activities by providing accommodations for individuals with qualified disabilities as required under the Americans with Disabilities Act. With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the Clerk of the Board at (707) 443-0801 or by email at mhiley@humboldtбай.org

Email Public Comment: To submit public comment to the Board, please email mhiley@humboldtбай.org; provide your name and the agenda item number(s) on which you wish to comment. All public comment submitted after the agenda has been published will be included with the administrative record after the fact. Any written materials related to an item on this agenda submitted to the Board of Commissioners less than 72 hours prior to the Board meeting and are subject to the Public Records Act, are available for public inspection in the Harbor District office at 601 Startare Drive, Eureka, during regular business hours. Persons wishing to file documentation on any agenda item for the official record must submit

Agenda for July 10, 2025 Regular Board Meeting

an original and seven (7) copies of each document to the Clerk of the Board of Commissioners at the District Office, 601 Startare Drive in Eureka. Documentation includes, but is not limited to, written correspondence, audio and video tapes, maps, photographs, and petitions. Failure to submit the required number of copies will result in the document(s) not being placed in the official record.

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

2. Public Comment

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

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor's Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

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

8. Consent Calendar

- a) Adopt Minutes for June 12, 2025 Regular Board Meeting
- b) Receive District Financial Reports for May 2025
- c) Approve PO 2298 to Avalor Yacht & Boat Sales for Port Authority Boat Motor

9. Communications, Reports, and Correspondence Received

- a) Correspondence Received
- b) Executive Director's Report
- c) Staff Reports
- d) District Counsel Report
- e) District Treasurer Report
- f) District Engineer Report
- g) District Planner Report
- h) Commissioner and Committee Reports

10. Unfinished Business

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

Recommendation: Receive the report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include the status of grants, budgets, schedules, technical studies, funding opportunities, tasks completed, tasks underway, upcoming tasks, community engagement, and the latest overall project strategy. This report will provide an update for July 2025.

11. New Business

- a) **Consider Adopting Resolution No. 2025-04, A Resolution Adopting the Final Fiscal Year 2025-2026 Humboldt Bay Harbor, Recreation and Conservation District Budget**

Recommendation: It is recommended that the Board, adopt Resolution 2025-04, a resolution adopting the FY 2025-2026 final budget for the Humboldt Bay Harbor District.

Summary: The Budget is prepared annually by the collective work of the District Executive and Management Staff, the Budget Subcommittee, and the District Treasurer. The Board approved the Preliminary Budget on June 12, 2025. In accordance with CA Harbors and Navigation Code Section 6093, on or before August 1st, the District Board shall adopt and transmit the final budget to the Board of Supervisors. No action is required from the Board of Supervisors.

b) Consider Adopting Resolution 2025-05 Approving an Addendum to an Initial Study/Mitigated Negative Declaration and Harbor District Permit 2024-03 with Conditions for Chevron Eureka Marine Terminal Repair Project

Recommendation: Staff recommends that the Board: Adopt Harbor District Resolution No. 2025-05 which includes:

- Approving an Addendum to an Initial Study/ Mitigated Negative Declaration (IS/MND) and
- Approving Permit 2024-03 with conditions for the Chevron Eureka Marine Terminal Repair Project

Summary: Chevron is proposing repairs and upgrades to their Eureka Marine Terminal facility in Eureka, CA in accordance with MOTEMS (Marine Oil Terminal Engineering & Maintenance Standards), (Figures 1 and 2 Project Site and Location Map). The project includes removal of five timber piles and replacement with polyurea-coated timber piles on the dock causeway at Bents 8, 20, 21, 22, and 23 and replacement of pile bracing (Figure 3). In addition, two guide piles and guides at the floating dock, and a beam at the working platform will be replaced. The work is proposed to be conducted during the 2025 in-water work window (July 1 – Oct. 15).

c) Consider Adopting Resolution 2025-06, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2025-2026

Recommendation: Review and adopt Resolution 2025-06 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2575053.

Summary: The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR), in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990, established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's principal harbors and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

12. Adjournment

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

June 12, 2025

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

CLOSED SESSION – 5:00 P.M.

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

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor's Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: DALE
 KULLMANN
 NEWMAN
 NORTON

ABSENT: BENSON

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

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

CONSENT CALENDAR

- a) Adopt Minutes for May 8, 2025 Regular Board Meeting
- b) Receive District Financial Reports for April 2025
 COMMISSIONER NEWMAN MOVED ACCEPT CONSENT CALENDAR ITEMS A-B.
 COMMISSIONER DALE SECONDED.
 VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: BENSON
Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received – None**
- b) Executive Director’s Report**
 - I. Executive Director presented Executive Director’s report.
- c) Staff Reports**
 - I. No reports.
- d) District Counsel Report**
 - I. No report.
- e) District Treasurer Report**
 - I. No report.
- f) District Engineer Report.**
 - I. District Engineer presented a report.
- g) District Planner Report**
 - I. No report.
- h) Commissioner and Committee Reports**
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a) Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**
 - I. District Planner presented the item with Joshua Singer of Moffat & Nichol, and Raj Jeremy Patapoff of Moffat & Nichol and Aaron Porter of Moffat & Nichol.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Robin Gray-Stewart commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.

NEW BUSINESS

- a) Consider Adopting Resolution No. 2025-02 A Resolution Establishing Findings Relative to Permit 2025-01; a CEQA Exemption; and Conditional Approval of Permit 2025-01 for Sequoia Investments Fairhaven Terminal Dock Repair Project**
 - I. District Planner presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER DALE MOVED TO ADOPT RESOLUTION NO. 2025-02, A RESOLUTION ESTABLISHING FINDINGS RELATIVE TO PERMIT 2025-01; AND CONDITIONAL APPROVAL

OF PERMIT 2025-01 FOR SEQUOIA INVESTMENTS FAIRHAVEN TERMINAL DOCK REPAIR PROJECT.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: BENSON

Abstain: NONE

b) Consider Adopting Resolution 2025-03: Establishing Findings Relative to Humboldt Bay Harbor, Recreation and Conservation District Permit 2025-03, a CEQA Exemption, and Approval of Harbor District Permit 2025-03 with Conditions for the Long Pond Tidal Wetland Enhancement Project

I. District Planner presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. Ryan Eldridge and Jason Storlie commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER NEWMAN MOVED TO ADOPT RESOLUTION NO. 2025-03 ESTABLISHING FINDINGS RELATIVE TO HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT PERMIT 2025-03 WITH CONDITIONS FOR THE LONG POND TIDAL WETLAND ENHANCEMENT PROJECT.

COMMISSIONER NORTON SECONDED.

COMMISSIONER NEWMAN MODIFIED HIS MOTION TO ADD A CONDITION THAT MONITORING BE SHARED WITH THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.

COMMISSIONER NORTON SECONDED THE MODIFIED MOTION.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: BENSON

Abstain: NONE

c) Accept the Audit Report for the 2023-2024 Fiscal Year

I. District Treasurer and Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. No one commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER DALE MOVED TO ACCEPT THE AUDIT REPORT FOR THE 2023-2024 FISCAL YEAR.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: BENSON

Abstain: NONE

d) Consideration of Initial Fiscal Year 2025-2026 Budget Preparation Step 3 - Preliminary Goals for Port Operations, Conservation and Recreation Programs, Administrative Services, General Operating and Staffing

Executive Director presented the item.

The Commission discussed the item.

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

Chair Kullmann moved the discussion back to the Commission.

Discussion item only, no formal action was taken.

e) Preliminary Budget Adoption for Fiscal Year 2025-2026

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. No one commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER NORTON MOVED TO ADOPT THE PRELIMINARY BUDGET FOR FISCAL YEAR 2025-2026.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: BENSON

Abstain: NONE

ADJOURNMENT – 8:03 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended May 31, 2025 and April 30, 2025

	<u>5/31/25</u>	<u>4/30/25</u>
<u>Account Balances</u>		
Checking	\$ 295,116	\$ 39,804
Savings	240,591	293,120
County Treasury	1,607,979	1,591,399
Cash on hand	1,616	1,520
Total Cash	2,145,302	1,925,843

Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above

Cash Available (Deficit), excluding unexpended grant proceeds and deposits

(102,438)	(305,066)
2,042,864	1,620,777

Change in Cash Balance

Balance, Beginning of Month	\$ 1,925,843	\$ 1,327,965
Monthly Deposits	503,368	799,754
Monthly Payments	(283,909)	(201,877)
Balance, End of Month	\$ 2,145,302	\$ 1,925,843

Monthly Expenses Summary

Significant Individual Expenses:

Moffat & Nichol expenditure	\$ 40,712	
Sub-total, Significance/Unusual Expenses	40,712	-
General operating expenses and other misc. expense	243,197	201,877
Total Cash Payments	\$ 283,909	\$ 201,877

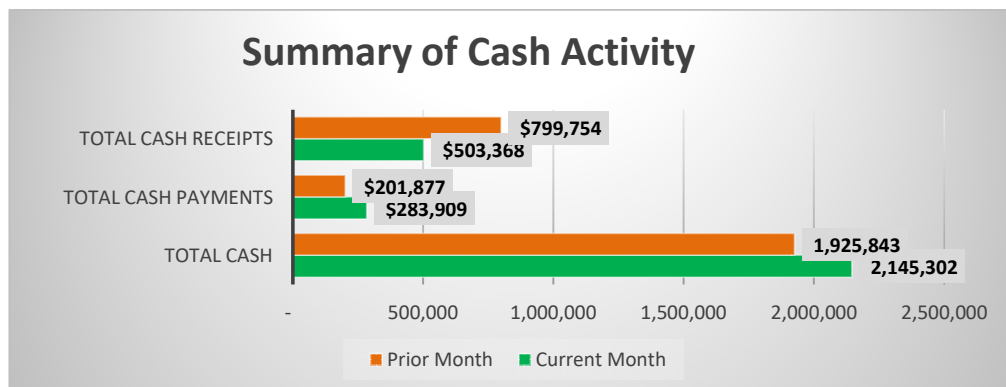
Monthly Deposits Summary

Significant Individual Revenues:

US Dept of Transportation, Maritime Admin	\$ 273,473	
OnTrac Logistics, Inc.		\$ 27,246
Sub-total, Significant/Unusual Revenues	273,473	27,246
General revenues	229,895	772,508
Total Cash Receipts	\$ 503,368	\$ 799,754

Supplementary Information

Unrestricted cash used for Marina surcharges	\$ 1,228,388	\$ 1,273,635
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Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Income		
47019 Returned Check Charges		35.00
52708.1 Discount	42.68	126.37
Donations		
46519 Donations - Lighthouse		43.00
Total Donations		43.00
Dredging Revenue		
41318 Dredging Surcharge - T	34,241.89	214,992.64
Total Dredging Revenue	34,241.89	214,992.64
Fees		
40108 PERMITS-T	3,350.00	6,900.00
40808 Pilotage Services - T		1,171.58
41308.1 Poundage - T	1,306.49	3,150.87
41818 Late Charges/Interest - T	4,700.00	50,094.24
41819 Late Charges/Interest - NT	294.42	5,709.00
45608 Chevron - Ports O&M - T		24,262.50
Total Fees	9,650.91	91,288.19
Float Replacement Account		
41418 Float Replacement	11,110.58	67,729.51
Total Float Replacement Account	11,110.58	67,729.51
Grant Revenue		
Conservation Grants		
45208.3 Conservation Grants, Gov't - T		484,652.57
Total Conservation Grants		484,652.57
Harbor Grants		
45208.1 Harbor Grants, Gov't - T		652,062.22
Total Harbor Grants		652,062.22
Total Grant Revenue		1,136,714.79
Harbor Surcharge		
40908 Harbor Improvement Surcharge-T	11,355.00	115,048.91
Total Harbor Surcharge	11,355.00	115,048.91
Interest Revenue		
43108 Interest Income - T	784.60	25,742.21
43109 Interest Income - NT	583.46	10,897.64
Total Interest Revenue	1,368.06	36,639.85

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Other Revenue		
45908 Other Revenue - T	2.00	1.69
45909 Other Revenue - NT	45.00	352,714.27
45911 Other Revenue - Spartina	202,627.65	1,104,230.01
Total Other Revenue	202,674.65	1,456,945.97
Rent Income		
40218 Slip Rents - T	24,216.22	523,875.70
40318.1 Transient Rentals - T	2,320.94	19,349.45
40518 Equipment Rent - T		2,448.70
40519 Equipment Rent - NT	680.00	5,760.00
40709 FL BUILDING SPACE RENT G/NT	3,404.85	44,316.60
40809 Yard Rent - NT	2,690.58	29,139.74
41108 Rents, Tidelands Leases - T	23,024.48	366,949.12
41309 Storage - NT	3,008.10	42,929.04
41409 Upland Rent - NT	72,466.43	772,189.32
Total Rent Income	131,811.60	1,806,957.67
Sales		
40119 Concession Sales - NT	678.00	6,991.98
Total Sales	678.00	6,991.98
Services	0.00	0.00
Tax Revenue		
43509 Property Tax Revenues	126,579.83	1,494,087.18
45009 Other Federal Tax Revenue		14.19
Total Tax Revenue	126,579.83	1,494,101.37
Utility Surcharge		
40409 Utility Surcharge - NT	15,459.22	112,303.88
40418 Utility Surcharge, Marina Dock	5,966.52	50,999.31
Total Utility Surcharge	21,425.74	163,303.19
Total Income	\$550,938.94	\$6,590,918.44
GROSS PROFIT	\$550,938.94	\$6,590,918.44
Expenses		
57018 Bank Service Charges	470.36	4,703.03
Accounting/Auditing Services		
52500 Accounting Fees - T	6,700.50	61,336.20
52508 Accounting Fees - NT	2,233.50	21,522.40
Total Accounting/Auditing Services	8,934.00	82,858.60

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Advertising & Promotion		
51000 Advertising & Promotion - NT	140.00	1,622.06
51008 Advertising & Promotion - T		881.27
Total Advertising & Promotion	140.00	2,503.33
Bad Debts		
51308 Bad Debts - T		29,650.00
Total Bad Debts		29,650.00
Communications		
51400 Communications - NT	1,134.48	12,782.67
51408 Communications - T	172.44	1,897.01
Total Communications	1,306.92	14,679.68
Conference & Meetings		
51500 Conferences & Meetings - NT	730.74	19,826.73
51508 Conferences & Meetings - T	540.00	1,007.59
Total Conference & Meetings	1,270.74	20,834.32
Dredging Expense		
55608 Dredging Expense - T		0.00
56708 Dredging - GT	105.00	2,382.50
56718 Dredging - MT		2,013,383.75
Total Dredging Expense	105.00	2,015,766.25
Dues, Subscriptions & Licences		
51600 Dues & Subscriptions - NT		25,630.52
51608 Dues & Subscriptions - T		7,746.64
Total Dues, Subscriptions & Licences		33,377.16
Elections & Government Fees		
51700 Elections & Prop Tax Assess-NT		48,283.68
51708 Elections & Prop Tax Assess - T		1,829.47
Total Elections & Government Fees		50,113.15
Engineering Services		
52400 Engineering Fees - NT	5,217.90	77,828.15
52408 Engineering Fees - T	652.50	71,510.40
Total Engineering Services	5,870.40	149,338.55
Fuel		
51200 Automotive, Fuel- NT	821.01	9,012.75
51208 Vessel Fuel		483.20
51218 Automotive, Fuel - T	821.01	8,456.21
Total Fuel	1,642.02	17,952.16

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Grant Expenses		
Conservation Grant Expenses		
54408.3 Conservation Grant Exp		0.00
Total Conservation Grant Expenses		0.00
Harbor Grant Expenses		
54408.1 Harbor Grant Exp	624,684.21	2,961,465.33
Total Harbor Grant Expenses	624,684.21	2,961,465.33
Recreation Grant Expenses		
54408.2 Recreation Grant Exp		430,798.21
Total Recreation Grant Expenses		430,798.21
Total Grant Expenses	624,684.21	3,392,263.54
Insurance		
51800 Insurance - NT	17,362.89	186,198.51
51808 Insurance - T		18,998.35
Total Insurance	17,362.89	205,196.86
Interest Expense		
55108 Interest Expense - T	4,156.00	268,701.73
55109 Interest Expense - NT	7,624.00	124,911.76
Total Interest Expense	11,780.00	393,613.49
Legal Services		
52300 Legal Fees - NT	6,884.50	88,616.94
52308 Legal Fees - T	520.00	9,477.50
Total Legal Services	7,404.50	98,094.44
Maintenance - Equipment		
51209 Automotive, Repairs - NT		6,898.25
52710 Repairs & Maint, Equip - NT	363.81	2,680.04
52718 Repairs & Maint, Equip - T	-859.03	16,500.07
Total Maintenance - Equipment	-495.22	26,078.36
Maintenance - Facilities		
52708 Repairs & Maint, Facilities - T	3,295.89	52,060.90
52719 Repairs & Maint, Facilities - N	3,433.33	50,279.42
54309 Redwood Terminal 2 Expenses		4,974.02
Total Maintenance - Facilities	6,729.22	107,314.34
Maintenance - IT		
57008 Maintenance, IT Equip - T	442.50	7,019.11
57009 Maintenance, IT Equip - NT	391.10	4,043.31
Total Maintenance - IT	833.60	11,062.42

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Maintenance Supplies		
52008 Maintenance Supplies - T		110.87
52010 Maintenance Supplies - NT	1,029.38	18,779.12
Total Maintenance Supplies	1,029.38	18,889.99
Office Supplies		
51900 Office Supplies - NT	6,771.27	57,161.27
51908 Office Supplies - T	2,129.15	7,986.43
Total Office Supplies	8,900.42	65,147.70
Other Expenses		
54405 Other Expenses - Spartina	202,627.65	1,104,230.01
55419 Other Expenses - NT	3,333.00	5,881.00
Total Other Expenses	205,960.65	1,110,111.01
Other Professional/Outside Serv		
52109 Outside Services, Other - NT	2,500.00	18,775.99
52118 Outside Services, Other - T	780.00	780.00
Total Other Professional/Outside Serv	3,280.00	19,555.99
Permits		
51610 Permits - NT	439.27	15,233.54
51618 Permits - T		3,056.00
Total Permits	439.27	18,289.54
Personnel Expenses		
Contract Temporary Services		
50318 Contract Temporary Services - T		24,509.81
Total Contract Temporary Services		24,509.81
Payroll Burden		
50500 Payroll Benefits, Other - NT	30,304.72	332,214.59
50508 Payroll Benefits, Other - T	8,299.02	96,513.87
6560 Workers' Comp	3,887.25	42,299.24
Total Payroll Burden	42,490.99	471,027.70
Salaries/Wages		
50100 Salaries & Wages - NT	79,651.25	918,884.17
Total Salaries/Wages	79,651.25	918,884.17
Total Personnel Expenses	122,142.24	1,414,421.68
Planning Services		
52200 Planning Fees - NT	7,152.50	42,217.41
52208 Planning Fees - T	5,315.00	11,876.91
Total Planning Services	12,467.50	54,094.32

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2025

	TOTAL	
	MAY 2025	JUL 2024 - MAY 2025 (YTD)
Rent Expense		
52600 Rent Expense - NT		756.00
54308 Redwood Terminal 2 Lease Expens		1,623.24
Total Rent Expense		2,379.24
Small Tools		
52800 Small Tools - NT	38.58	2,344.61
52808 Small Tools - T		348.06
Total Small Tools	38.58	2,692.67
Utilities		
52909 Utilities - NT	21,556.28	188,737.91
52918 Utilities - T	3,843.83	48,801.57
53000 Water, Sewer, & Refuse - NT	13,197.30	118,864.03
53008 Water, Sewer, & Refuse - T	6,633.30	64,676.36
Total Utilities	45,230.71	421,079.87
Total Expenses	\$1,087,527.39	\$9,782,061.69
NET OPERATING INCOME	\$ -536,588.45	\$ -3,191,143.25
NET INCOME	\$ -536,588.45	\$ -3,191,143.25

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet As of May 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 PETTY CASH ON HAND	150.00
10100 CHANGE FUND ON HAND	300.00
10111 COIN MACHINE FUND	730.00
10200 CASH IN BANK, CHECKING	18,145.85
10200.1 Cash in PNC, Checking	276,970.42
10400 CASH IN COUNTY - FUND 2720	1,569,518.09
10500 CASH IN COUNTY - FUND 3872	38,460.50
10600.1 Cash in bank, Tariff PNC	202,238.15
10700.1 Cash in bank, Water PNC	38,352.42
10901 UNEXPENDED MARINA SURCHARGES	-1,228,387.74
10902 UNEXP SURCHARGES AVAIL CASH ADJ	0.00
10903 RESTRICTED CASH	1,228,387.74
Total Bank Accounts	\$2,144,865.43
Accounts Receivable	
12000 ACCTS RECEIVABLE	1,597,053.37
Total Accounts Receivable	\$1,597,053.37
Other Current Assets	
11200 US TREASURY BONDS	0.00
12001 OTHER RECEIVABLES	0.00
12002 DOUBTFUL ACCOUNTS RECEIVABLE	0.00
12100 ALLOW FOR BAD DEBTS	-34,817.32
12200 TAXES RECEIVBLE	110,000.00
12300 INTEREST RECEIVBLE	1,000.00
12600 Note Receivable - NMTC	0.00
12700 PREPAID EXPENSES	121,934.91
12750 Refunds Receivable	0.00
12800 LEASE RECEIVABLE	0.00
12900 Accounts Receivable FSM	0.00
1499 Undeposited Funds	436.00
Total Other Current Assets	\$198,553.59
Total Current Assets	\$3,940,472.39
Fixed Assets	
14800 SHIPWRECK PROPERTY	50,088.05
14900 DOG RANCH PROPERTY	7,507.70
16999 Combined Expense Pending Transf	0.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet As of May 31, 2025

	TOTAL
CAPITAL ASSETS, NET	
14910 SAMOA PROPERTY	208,149.00
14930 TOWN OF SAMOA PROPERTY	3,007,851.23
14940 BAY STREET PROPERTY	35,000.00
15000 AUTOMOTIVE EQUIPMENT	95,639.08
15100 OFFICE EQUIPMENT	193,303.88
15200 OPERATING EQUIPMENT	314,098.74
15400 1998 MARINA DREDGING PROJECT	0.00
15500 MARINA, RESTAURANT COMPLEX	0.00
15600 MARINA	10,529,004.29
15700 FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 SHELTER COVE	2,386,247.10
15900 DREDGING COSTS	215,226.78
16000 KING SALMON	15,143.99
16100 MARINA DREDGE,CONSTR IN PROGRES	3,040,831.23
16400 REDWOOD DOCK PROPERTY	3,010,194.30
16500 HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 TABLE BLUFF LIGHTHOUSE	361.44
16700 AQUAPONICS PILOT FACILITY	96,036.61
16800 REDWOOD TERMINAL 2	4,941,769.69
16900 Dredge	1,215,423.27
17000 ACCUMULATED DEPRECIATION	-19,379,922.17
Total CAPITAL ASSETS, NET	16,480,625.59
Total Fixed Assets	\$16,538,221.34
Other Assets	
12400 BNY LOAN RECEIVBLE	0.00
15300 CONSTRUCTION IN PROGRESS	0.00
18000 DEPOSITS	0.00
18500 OTHER DEFERRED ASSETS	0.00
18700 Deferred Lease Asset	3,775,823.00
19000 Deferred Outflows of PERS	628,186.52
Total Other Assets	\$4,404,009.52
TOTAL ASSETS	\$24,882,703.25
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 ACCOUNTS PAYABLE	3,341,886.31
Total Accounts Payable	\$3,341,886.31
Credit Cards	
20112 US Bank Visa	2,059.93

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet As of May 31, 2025

	TOTAL
Total Credit Cards	\$2,059.93
Other Current Liabilities	
20000.1 ACCOUNTS PAYABLE YR END ADJUST	0.00
20100 LEASE PAYABLE TO HBDA	0.00
20200 NOTES PAYABLE	605,723.00
20400 ACCRUED WAGES PAYABLE	33,573.50
20500 ACCRUED INTEREST	-51,770.00
20600 ACCRUED VACATION PAYABLE	49,309.60
20700 ACCRUED SICK LEAVE PAYABLE	1,646.81
20800 DEPOSITS ON HAND	0.00
20801 KEY DEPOSITS ON HAND	19,340.00
20802 PLUG DEPOSITS ON HAND	1,330.00
20803 SLIP DEPOSITS ON HAND	60,349.57
20804 STORAGE DEPOSITS	4,409.15
20805 CONF. ROOM DEPOSITS	0.00
20806 LEASE SECURITY DEPOSIT	96,623.92
20807 STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 WAIT LIST DEPOSIT	5,700.00
20809 HAUL OUT DEPOSIT	0.00
Total 20800 DEPOSITS ON HAND	190,695.95
22000 DEFERRED LEASE INCOME	0.00
24000 Ground Lease Deferred Income	0.00
24002 Groundlease Current Def Income	0.00
27201 Deferred Inflows - OPEB	717.00
28000 DEFERRED INCOME	158,858.89
28400 DEFERREDINCOMECalTrans Spartina	528,286.23
28402 DEFERREDINCOME CalTrans Eelgrass	117,983.00
28500 OTHER DEFERRED CREDITS	0.00
Payroll tax & Withholding Liab	
2100 PAYROLL LIABILITIES	5,665.57
21000 WAGE GARNISHES	-665.00
2110 DIRECT DEPOSIT LIABILITIES	0.00
21100 FEDERAL WITHHOLDING TAX	1.38
2111 *DIRECT DEPOSIT LIABILITIES	0.01
21200 STATE WITHHOLDING TAX	-0.03
21300 STATE UNEMPLOYMENT TAX	75.57
21400 SOCIAL SECURITY/MEDICARE TAX	-0.03
21500 AFLAC	0.00
21600 PERS CARE/MEDICAL INSURANCE	-3,333.30
21700 PERS RETIREMENT	-0.94
21701 PERS DEFERRED COMPENSATION	0.00
21800 STATE DISABILITY INSURANCE	0.00
21900 UNION DUES DEDUCTIBLE	0.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet As of May 31, 2025

	TOTAL
Total Payroll tax & Withholding Liab	1,743.23
Sales Tax Agency Payable	0.00
Total Other Current Liabilities	\$1,636,767.21
Total Current Liabilities	\$4,980,713.45
Long-Term Liabilities	
24001 Gound Lease Amortization	0.00
24003 Groundlease Current Offset	0.00
25000 DUE STATE OF CALIFORNIA	0.00
25100 NOTES PAYABLE- CMIA	0.00
25200 ENVIRONMENTAL REMEDIATION LIAB	0.00
25300 BOND PAYABLE - DEEP DREDGING	0.00
25400 Note Payable - No. Valley Bank	0.00
25500 OPEB Liability	139,510.00
25600 Note Payable-Coast Seafoods Co.	0.00
25700 BOND PAYABLE 2014 REFINANCING	1,197,489.40
25800 BBVA Loan Payable	798,438.03
25900 LESS CURRENT PORTION	-605,723.00
26000 CAPITAL LEASE PAYABLE	0.00
26100 Rate Stabilization Fund	4,928,000.00
27000 Net Pension Liability	1,488,345.00
27200 Deferred Inflows of PERS	70,872.00
27202 Deferred Inflows - Leases	3,547,189.00
Total Long-Term Liabilities	\$11,564,120.43
Total Liabilities	\$16,544,833.88
Equity	
3000 OPENING BALANCE EQUITY	0.00
30200 GOVT CONTRIBUTIONS MARINA	0.00
30201 ACCUM DEPR MARINA, EDA PORTION	0.00
30300 GOVT CNTRB/FL BOAT BLDG/RPR FAC	0.00
30301 ACCUM DEPR - FL BOAT BLDG & RPR	0.00
30400 GOVT CONTRIB - CA DEPT OF B&W	0.00
30401 ACCUM DEPR/SHELTER COVE B&W	0.00
30500 INVESTMENT IN FIXED ASSETS	11,208,910.72
30505 Change In Invest Fixed Assets	0.00
Total 30500 INVESTMENT IN FIXED ASSETS	11,208,910.72
30900 RESTRICTED FUND BALANCE	533,949.61
30901 Restricted Fd Bal-Curr Yr Chang	919,902.80
Total 30900 RESTRICTED FUND BALANCE	1,453,852.41

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet As of May 31, 2025

	TOTAL
31200 GENERAL FUND BALANCE	627,754.95
31000 FUND BALANCE - TIDELANDS TRUST	-813,768.21
31100 Designated for General Fd Reser	0.00
31108 Designated Bal-Curr Yr Change	0.00
Total 31100 Designated for General Fd Reser	0.00
31201 General Fund-Change is Restrict	-949,196.48
31205 General Fund Invest Fixed Asset	0.00
31208 General Fund Change in Designat	0.00
Total 31200 GENERAL FUND BALANCE	-1,135,209.74
3900 RETAINED EARNINGS	1,459.23
Net Income	-3,191,143.25
Total Equity	\$8,337,869.37
TOTAL LIABILITIES AND EQUITY	\$24,882,703.25

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

May 2025

DATE	NUM	VENDOR	AMOUNT
10200.1 Cash in PNC, Checking			
05/02/2025	DD	Provolt, Robert	-1,013.70
05/09/2025	3998	Amazon Business (Invoices)	-84.04
05/05/2025	ACH05052025-01	Pacific Gas & Electric (8259-4)	-6,693.27
05/09/2025	4005	Coastal Business Systems, Inc.	-619.80
05/09/2025	4019	Pierson Building Center	-620.64
05/09/2025	4000	314intermedia	-60.00
05/09/2025	4007	Englund Marine Supply	-266.59
05/09/2025	4014	Mr. Rooter Plumbing	-2,320.18
05/09/2025	4026	Solink Corporation	-155.00
05/09/2025	4008	Eureka Oxygen Company	-104.50
05/09/2025	4023	RMI Outdoors	-133.45
05/09/2025	4030	Weist Law LLP	-495.00
05/09/2025	4010	Humboldt Bay Municipal Water Dist.	-1,364.35
05/09/2025	4015	Napa Auto Parts	-72.13
05/09/2025	4002	Cal Poly Sponsored Programs Foundation	-5,946.42
05/09/2025	4027	Standard Insurance Company	-299.40
05/09/2025	4024	Samoa Pacific Group LLC (fka Danco Builders)	-300.00
05/09/2025	4033	World Oil Environmental Services	-137.00
05/09/2025	4025	Schmidbauer Building Supply	-94.11
05/09/2025	4011	Humboldt Waste Management Authority	-165.50
05/09/2025	4018	Pacific Gas & Electric (Non-Energy)	-431.07
05/09/2025	4031	Western Chainsaw	-149.90
05/09/2025	4017	Pacific Gas & Electric (1906-4)	-2,715.80
05/09/2025	4032	William Burk Enterprises	-563.63
05/09/2025	4009	Gelinas James, Inc.	-3,250.00
05/09/2025	4028	StewTel, Inc.	-344.88
05/09/2025	4029	The Mill Yard	-779.64
05/09/2025	3999	101Netlink	-370.00
05/09/2025	4012	Mission Uniform & Linen	-1,133.86
05/09/2025	4020	Recology Eel River	-537.37
05/09/2025	4021	Recology Humboldt County (061218064)	-379.34
05/09/2025	4013	Moffatt & Nichol	-40,712.43
05/09/2025	4003	California Special Districts Association	-6,858.00
05/09/2025	4016	Nilsen Company	-140.52
05/09/2025	4004	Campton Electric Supply	-286.24
05/09/2025	4022	Recology Humboldt County (A0060000265)	-2,765.85
05/09/2025	4034	Alber's Tractor & Ag Work	-3,051.00
05/09/2025	ACH05092025-01	CalPERS 457 Program	-325.00
05/23/2025	ACH050232025-01	CalPERS 457 Program	-325.00
05/23/2025	ACH050232025-02	PERS Unfunded Accrued Liab	-9,510.58
05/23/2025	ACH050232025-03	Verizon Wireless	-592.04
05/23/2025	4043	Grossman Hague	-9,844.00
05/23/2025	4053	Shelter Cove Fishing Preservation Inc	-2,179.29
05/23/2025	4061	Western Chainsaw	-38.58

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

May 2025

DATE	NUM	VENDOR	AMOUNT
05/23/2025	4042	Gary Mavis	-165.36
05/23/2025	4048	Microbac Laboratories, Inc	-1,948.00
05/23/2025	4052	RMI Outdoors	-49.88
05/23/2025	4039	Advanced Security Systems	-226.50
05/23/2025	4051	PPG Architectural Finishes	-198.72
05/23/2025	4059	US Bank Corporate Payment System	-10,776.17
05/23/2025	4044	Humboldt Area Chapter CSDA	-50.00
05/23/2025	4045	Humboldt Bay Solar Fund LLC	-13,641.60
05/23/2025	4054	Shelter Cove Resort Improvement District	-310.42
05/23/2025	4049	Mitchell Law Firm, LLP	-3,015.00
05/23/2025	4055	SHN Consulting Engineers & Geologists	-8,760.15
05/23/2025	4056	Specialty Traffic Systems	-102.53
05/23/2025	4046	Humboldt Community Services District	-18.00
05/23/2025	4060	Valley Pacific Petroleum Services, Inc	-1,508.05
05/23/2025	4062	Zerlang and Zerlang Marine Services	-780.00
05/23/2025	4057	State Water Resources Control Board	-439.27
05/23/2025	4047	K&L Gates LLP	-5,324.50
05/23/2025	4040	City of Eureka (Sewer)	-4,464.84
05/23/2025	4041	City of Eureka (Water)	-8,801.77
05/23/2025	4058	Thrifty Supply	-7.64
05/22/2025	ACH050222025-01	Francotyp-Postalia	-300.00
05/30/2025	DD	Howser, Suzie	-856.70
05/30/2025	ACH05302025-01	CalPERS Health	-18,157.30
05/30/2025	ACH05302025-02	CalPERS Health	-2,032.27
05/30/2025	DD	Provolt, Robert	-1,013.70
Total for 10200.1 Cash in PNC, Checking			\$ -191,177.47

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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



STAFF REPORT
HARBOR DISTRICT MEETING
July 10, 2025

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: July 3, 2025

TITLE: Approve PO 2298 to Avalon Yacht & Boat Sales for Port Authority Boat Motor

STAFF RECOMMENDATION: Approve Purchase Order No. 2298 for \$10,922.50 to Avalon Yacht & Boat Sales for a used motor for the Port Authority Boat.

SUMMARY: The Port Authority Boat has been diagnosed with needing a new motor. Multiple vendors were contacted, the best value is a used motor located in Long Beach, California. Since this is a vital piece of equipment for the Harbor District and the Bay, staff recommends investing in the repairs of this vessel. While out of the water, some general maintenance has been done including bottom paint. Depending on the arrival of the motor, the boat should be back in the water by August 2025.

ATTACHMENTS:

A PO 2298 to Avalon Yacht & Boat Sales



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

Purchase Order

Date	P.O. No.
6/24/2025	2298

Vendor
Avalon Yacht & Boat Sales PO BOX 50007 Long Beach, CA 908015

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

Description	Qty	Rate	Class	Amount
Honda BF225 Motor for Port Authority Boat	1	\$ 9,000		\$ 9,000.00
Sales Tax	1	\$ 922.50		\$ 922.50
Shipping	1	\$ 1,000		\$ 1,000.00
Approved By: <i>Chris White</i>				Total \$ 10,922.50

RECEIVED

JUN 24 2025

ESTIMATE

Avalon Yacht and Boat Sales
PO BOX 50007
Long Beach, CA 90815

matt@avalonybs.com
+1 (661) 755-0477
www.avalonybs.com

HAHR & CO.



Bill to
HBHD
HBHD
601 Startare Dr.
Eureka, CA 99502-1030

Ship to
HBHD
HBHD
601 Startare Dr.
Eureka, CA 99502-1030

Estimate details

Credit Card Processing Fee: 3%

Estimate no.: 1087
Estimate date: 06/18/2025

#	Product or service	Description	Qty	Rate	Amount
1.	BAGJ-1502083	Used BF225 silver, power trim and tilt, electric start	1	\$9,000.00	\$9,000.00

Subtotal \$9,000.00

Sales tax \$922.50

Shipping \$1,000.00

Total \$10,922.50

Note to customer

Motor is sold as is and will be shipped with no oil in the engine.
Shipping fee is a quote, price may vary upon carrier.

6/24/25

Chris Mihelich

Accepted date

Accepted by



Service Report

DATA LIST

User Name :

Model : BF225

Serial Number : BAGJ1502083

Sensor Information :

TP SENSOR : 0.0 deg
ECT SENSOR 1 : 84.2 degF
IAT SENSOR : 95.0 degF
MAP SENSOR : 29.53 inHg
BARO SENSOR : 29.53 inHg
ECT SENSOR 2 : 84.2 degF
ECT SENSOR 3 : 84.2 degF
HO2S : 0.70 V
ST FUEL TRIM : 1.00 -

Status Information :

FUEL RATE : 0.0 L/h
HO2S CONTROL : OFF
KNOCK SENSOR : 0.00 V
IAC VALVE NEUTRAL : 11.91 %
IAC VALVE TROLLING : 13.67 %
KNOCK RETARD : 0.0 deg
NP SWITCH : ON
SCS : OFF
EMERGENCY SW : OFF
STARTER SWITCH : OFF
EOP SWITCH LOW : OFF
EOP SWITCH HIGH : OFF
WATER SEPARATOR : OFF
ACG LAMP : OFF
FUEL PUMP CONTROL : OFF
IAB CONTROL SOLENOID VALVE : OFF
VTEC CONTROL SOLENOID : OFF

Time Information :

INJECTOR : 0.00 ms
DRIVE TIME : 1235.0 Hour(s)
IDLE TIME : 250.0 Hour(s)
TROLLING TIME : 184.0 Hour(s)
WOT TIME : 3.5 Hour(s)
PARTIAL TIME : 797.5 Hour(s)
IAB TIME : 334.0 Hour(s)

Voltage Information :

SPARK ADVANCE : 0.0 deg
BATTERY VOLTAGE : 12.2 V
ALTERNATOR : 1.40 V
IAC VALVE COMMAND : 0.00 %
IAC VALVE : 0.02 A
HO2S CUR : 0.00 A

SW Information :

START COUNT : 4259 Time(s)
OIL PRES ALERT : 0 Time(s)
ROCKER ARM CONTROL SOLENOID
COUNT : 4892 Time(s)
OVERHEAT ALERT : 6 Time(s)

Revolution Information :

ENGINE SPEED : 0 RPM

Stored Filename : 250623_151625_SERVICEREPORT_DATA
LIST_01_BF225_BAGJ1502083.jpg

Dealer Name : Avalon Yacht and Boat Sales

Date : 2025.06.23

Service Manager :

Advice :

Honda Diagnostic System - BF225, bag1502083, 01, 00 30 a1 02 00

File(F) Communication(C) Window(W) Language(L) Help(H)

2025.06.23 15:09:32

ENGINE SPEED0RPM

DRIVE TIME0Hour(s)

DTC

All DTC HistoryData ListSimple DiagnosisFunction TestInitial SettingOnboard SnapshotDevice ConfigurationTrim Support Setting 1

Reading ButtonTroubleShootDTC Clear Button

Warning/Failure/Operational Error Name	DTC
No DTC was Found	

Failure Mode Description	

Selected Warning/Failure/Operational Error Detail History			
Signal	Value	Unit	Threshold

Base Software Version:1.25.0.64 / Model Software Version:36.00.00.00.00

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STAFF REPORT
HARBOR DISTRICT MEETING
July 10, 2025

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director; Vanessa Blodget, District Planner

DATE: July 3, 2025

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

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include the status of grants, budgets, schedules, technical studies, funding opportunities, tasks completed, tasks underway, upcoming tasks, community engagement, and the latest overall project strategy. This report will provide an update for July 2025.

DISCUSSION: As outlined in the last several Board meetings (and accompanying staff reports), each monthly update will now include technical speakers from the project team, with a specific theme for each month. The theme for this meeting (June 2025) is "Upland" components of the project, with the following speakers:

- Chris Mikkelsen (Harbor District) - Phase 1, site contamination, cleanup, and related
- Brett Vivyan (GHD) – Roadway Access
- Tom Hickey (M&N) – Staging Operations

Upcoming themes include:

- August (Financing and Operations Theme)
 - Josh Singer (Moffatt & Nichol) - Terminal operations Part 2 - 5 minutes
 - Michael Jokerst (Moffatt & Nichol) - Updated project cost estimate and schedule - 5 minutes
 - Sean Boyd (EY) - Financial plan - 5 minutes
- September (Energy, Utilities, and Sustainability Theme)
 - Scott Lagueux (Moffatt & Nichol) - Green Terminal analyses - 5 minutes
 - Pablo Faria (Moffatt & Nichol) - Electrical load - 5 minutes

- Jordan King (GHD) - Solar - 5 minutes
- Luke Holgen (GHD) - Utilities - 5 minutes
- October (CEQA, NEPA, and Permits Update)
 - Kristen Orth-Gordinier and Rob Holmlund - Community/Tribal Engagement Update and related WFIP grant activities - 5 minutes
 - Adam Wagschal (Moffatt & Nichol) - Overview - 5 minutes
 - Sally Zeff (ICF) - CEQA and NEPA - 5 minutes
 - John Markham (ICF) - Permits - 5 minutes
- November (Baywide Master Plan Theme)
 - Rob Holmlund – PIDP Public Engagement Plan - 5 minutes
 - TBD - West Coast OSW Port Development Needs/Demand Analysis - 5 minutes
 - TBD - Stakeholder Input - 5 minutes
 - TBD - Development Scenarios and Opportunity/Options Analysis - 5 minutes
 - TBD - Strategic Planning for Supply Chain and Workforce Capacity - 5 minutes
- December (Impacts and Mitigation Theme)
 - Adam Wagschal (Moffatt & Nichol) - Comprehensive impacts summary - 5 minutes
 - Sharon Kramer (HT Harvey Associates) - Bio mitigation - 5 minutes
 - TBD (ICF or HMMH) - Sound/noise impact modeling - 5 minutes
 - Jennifer Stock and Aaron Savage (Moffatt & Nichol) - Visual Sims - 5 minutes
 - Kim Thompson (Moffatt & Nichol) and Adam Wagschal (Moffatt & Nichol) - Aquaculture White Papers - 5 minutes
 - Jamie Roscoe (Roscoe Associates) - Cultural Resources - 5 minutes
 - Joseph Saler (SHN) - Onsite mitigation - 5 minutes
 - Jeremy Svehla (GHD) - Offsite mitigation - 5 minutes
- January 2026 (Progress Update on Past Themes)
 - Adam Wagschal (Moffatt & Nichol) - Impact Analyses and Permitting update - 5 minutes
 - TBD - Amenities update - 5 minutes
 - TBD - Marine update - 10 minutes
 - TBD - Upland update - 10 minutes
 - TBD - Energy, Utilities, and Sustainability update - 10 minutes
 - February 2026 (TBD Theme)
- March 2026 - First hearing of CEQA DEIR?

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STAFF REPORT
HARBOR DISTRICT MEETING
July 10, 2025

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: June 26, 2025

TITLE: Consider Adopting Resolution No. 2025-04, A Resolution Adopting the Final Fiscal Year 2025-2026 Humboldt Bay Harbor, Recreation and Conservation District Budget

STAFF RECOMMENDATION: It is recommended that the Board, adopt Resolution 2025-04, a resolution adopting the FY 2025-2026 final budget for the Humboldt Bay Harbor District.

SUMMARY: The Budget is prepared annually by the collective work of the District Executive and Management Staff, the Budget Subcommittee, and the District Treasurer. The Board approved the Preliminary Budget on June 12, 2025. In accordance with CA Harbors and Navigation Code Section 6093, on or before August 1st, the District Board shall adopt and transmit the final budget to the Board of Supervisors. No action is required from the Board of Supervisors.

DISCUSSION: The \$10,238,297.27 Final Budget is identical to the Preliminary Budget. As expenses continue to increase outside of the immediate control of the District, and while general operating revenues see minimal fluctuation, except for grants, which fluctuate by project, there are no further areas for imminent operational change. District staff, however, are conducting an internal study session on opportunities to increase rents and fees and will bring back to the Board for consideration, a proposed amendment to the District Fee Schedule at the August 14, 2025, District Board Meeting. If approved, a mid-year budget adjustment may be made.

CASH FLOW: The District Accountant prepared a monthly Cash Flow Projection accompanying the Final Budget. The Cash Flow Projection outlines the monthly income and expense cash flow based on the assumptions outlined at the bottom of the worksheet (Attachment 2).

The Cash Flow Projection provides an estimate; the actual income and expenditures are routinely evaluated, and adjustments are made throughout the year to ensure that the District maintains sufficient cash to cover expenses. July 2025 ending cash projection is \$(1,126,870) followed by a significant increase in August to an ending balance of \$1,306,231 due timing of grant activities affecting Income and Expense. Cash flow remains relatively constant throughout the year with

significant increases in December and April when property tax revenues are received. Additional expenses also occur in December and June as large principal and interest payments are made to service the District's long-term debt.



ATTACHMENTS:

1. Resolution No. 2025-04
 - a. Final Budget (Income, Expense, Debt Service, and Reserve Deposits)
2. Cash Flow Projections

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

RESOLUTION NO. 2025-04

**A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2025-2026 HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT BUDGET**

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District has prepared a draft and final annual budget pursuant to California Harbors and Navigation Code Section 6093; and

WHEREAS, the Board of Commissioners approved the fiscal year 2025-2026 preliminary budget on June 12, 2025 and scheduled and noticed a hearing for the adoption of the final budget on July 10, 2025 at 6:00 pm; and

WHEREAS, notice of said hearing was posted on the Harbor District's website pursuant to California Harbors and Navigation Section 6093.1; and

WHEREAS, copies of the budget were made available on the Harbor District's website and at the District Office.

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

SECTION 1. Adopts the Final Fiscal Year 2025-2026 Budget as set forth in Exhibit A attached here to and by reference incorporated herein.

SECTION 2. Authorizes the Executive Director to transmit the budget to the Humboldt County Board of Supervisors pursuant to California Harbors and Navigation Section 6093.3.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **10th day of July 2025** by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Stephen Kullmann, President
Board of Commissioners**

**Aaron Newman, 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. **2025-04** entitled,

A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2025-2026 HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BUDGET

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 **10th day of July 2025**; 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 **10th day of July 2025**.

**Aaron Newman, Secretary
Board of Commissioners**

FY 2025/2026 Final Budget

ACCOUNTS	FY 25/26 Totals	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
Income													
47019 Returned Check Charges	70.00	-	35.00	-	-	-	-	-	-	35.00	-	-	
52708.1 Discount	85.56	7.13	7.13	7.13	7.13	7.13	7.13	7.13	7.13	7.13	7.13	7.13	7.13
Donations													
46519 Donations - Lighthouse	12.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Dredging Revenue													
41318 Dredging Surcharge - T	223,565.28	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44	18,630.44
Fees													
40108 PERMITS-T	7,200.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
40808 Pilotage Services - T	1,316.40	109.70	109.70	109.70	109.70	109.70	109.70	109.70	109.70	109.70	109.70	109.70	109.70
41308.1 Poundage - T	3,540.48	295.04	295.04	295.04	295.04	295.04	295.04	295.04	295.04	295.04	295.04	295.04	295.04
41818 Late Charges/Interest - T	56,315.76	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98	4,692.98
41819 Late Charges/Interest - NT	6,400.80	533.40	533.40	533.40	533.40	533.40	533.40	533.40	533.40	533.40	533.40	533.40	533.40
45608 Chevron - Ports O&M - T	32,350.00	8,087.50			8,087.50			8,087.50			8,087.50		
Float Replacement Account													
41418 Float Replacement	69,604.80	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40	5,800.40
Grant Revenue													
Conservation Grants													
45208.3 Conservation Grants, Gov't - T	50,000.00	4,166.63	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67
Harbor Grants													
45208 Harbor Grants, Other - T	522,774.00	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50	43,564.50
45208.1 Harbor Grants, Gov't - T	4,200,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00
Recreation Grants													
45208.2 Recreation Grants, Gov't - T													-
Harbor Surcharge													
40908 Harbor Improvement Surcharge-T	132,506.40	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20	11,042.20
Interest Revenue													
43108 Interest Income - T	29,924.88	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74	2,493.74
43109 Interest Income - NT	12,245.04	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42	1,020.42
Other Revenue													
45908 Other Revenue - T	30.00	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
45909 Other Revenue - NT	777.00	64.75	64.75	64.75	64.75	64.75	64.75	64.75	64.75	64.75	64.75	64.75	64.75
45911 Other Revenue - Spartina	1,117,923.00	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25	93,160.25
Rent Income													
40218 Slip Rents - T	608,019.96	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33	50,668.33
40318.1 Transient Rentals - T	22,842.96	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58	1,903.58
40518 Equipment Rent - T	2,751.48	229.29	229.29	229.29	229.29	229.29	229.29	229.29	229.29	229.29	229.29	229.29	229.29
40519 Equipment Rent - NT	6,472.20	539.35	539.35	539.35	539.35	539.35	539.35	539.35	539.35	539.35	539.35	539.35	539.35
40709 FL BUILDING SPACE RENT G/NT	40,858.20	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85	3,404.85
40809 Yard Rent - NT	32,742.48	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54	2,728.54
41108 Rents, Tidelands Leases - T	395,450.40	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20	32,954.20
41309 Storage - NT	48,236.64	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72	4,019.72
41409 Upland Rent - NT	773,325.60	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80	64,443.80
Sales													
40119 Concession Sales - NT	7,856.40	654.70	654.70	654.70	654.70	654.70	654.70	654.70	654.70	654.70	654.70	654.70	654.70
Tax Revenue													
43509 Property Tax Revenues	1,635,132.57	113,300.00	113,300.00	113,300.00	113,300.00	113,300.00	113,300.00	82,315.08	113,300.00	113,300.00	419,817.49	113,300.00	113,300.00
45009 Other Federal Tax Revenue	15.94	-	-	-	-	-	-	15.94	-	-	-	-	-
Utility Surcharge													
40409 Utility Surcharge - NT	140,646.36	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53	11,720.53
40418 Utility Surcharge, Marina Dock	57,304.68	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39	4,775.39
Total Income	10,238,297.27	835,614.86	827,562.40	827,527.40	835,614.90	827,527.40	827,527.40	804,645.92	827,527.40	827,562.40	1,142,132.39	827,527.40	827,527.40

ACCOUNTS	FY 25/26 Totals	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
Expense													
57018 Bank Service Charges	5,284.56	440.38	440.38	440.38	440.38	440.38	440.38	440.38	440.38	440.38	440.38	440.38	440.38
Accounting/Auditing Services													
52500 Accounting Fees - T	61,390.68	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89	5,115.89
52508 Accounting Fees - NT	23,527.68	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64	1,960.64
Advertising & Promotion													
51000 Advertising & Promotion - NT	1,665.36	138.78	138.78	138.78	138.78	138.78	138.78	138.78	138.78	138.78	138.78	138.78	138.78
51008 Advertising & Promotion - T	907.68	75.64	75.64	75.64	75.64	75.64	75.64	75.64	75.64	75.64	75.64	75.64	75.64
Bad Debts													
51308 Bad Debts - T	30,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Communications													
51400 Communications - NT	14,363.04	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92	1,196.92
51408 Communications - T	2,131.56	177.63	177.63	177.63	177.63	177.63	177.63	177.63	177.63	177.63	177.63	177.63	177.63
Conference & Meetings													
51500 Conferences & Meetings - NT	22,353.12	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76	1,862.76
51508 Conferences & Meetings - T	1,132.20	94.35	94.35	94.35	94.35	94.35	94.35	94.35	94.35	94.35	94.35	94.35	94.35
Dredging Expense													
56708 Dredging - GT	2,559.12	213.26	213.26	213.26	213.26	213.26	213.26	213.26	213.26	213.26	213.26	213.26	213.26
Dues, Subscriptions & Licences													
51600 Dues & Subscriptions - NT	28,799.40	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95	2,399.95
51608 Dues & Subscriptions - T	8,704.44	725.37	725.37	725.37	725.37	725.37	725.37	725.37	725.37	725.37	725.37	725.37	725.37
Elections & Government Fees													
51700 Elections & Prop Tax Assess-NT	54,253.32	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11	4,521.11
51708 Elections & Prop Tax Assess - T	2,055.72	171.31	171.31	171.31	171.31	171.31	171.31	171.31	171.31	171.31	171.31	171.31	171.31
Engineering Services													
52400 Engineering Fees - NT	81,587.52	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96	6,798.96
52408 Engineering Fees - T	79,618.56	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88	6,634.88
Fuel													
51200 Automotive, Fuel- NT	9,204.60	767.05	767.05	767.05	767.05	767.05	767.05	767.05	767.05	767.05	767.05	767.05	767.05
51208 Vessel Fuel	542.96	-	-	135.74	-	-	135.74	-	-	135.74	-	-	135.74
51218 Automotive, Fuel - T	8,579.16	714.93	714.93	714.93	714.93	714.93	714.93	714.93	714.93	714.93	714.93	714.93	714.93
Grant Expenses													
Conservation Grant Expenses													
54408.3 Conservation Grant Exp	45,000.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00
Harbor Grant Expenses													
50500.1 Harbor Grant Expenses - Gov't	3,900,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00	325,000.00
54408.1 Harbor Grant Exp - Other	481,001.00	40,083.40	40,083.40	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42	40,083.42
Insurance													
51800 Insurance - NT	202,106.88	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24	16,842.24
51808 Insurance - T	21,347.28	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94	1,778.94
Interest Expense													
55108 Interest Expense - T	281,041.66	153,145.15	4,280.50	4,280.50	4,280.50	4,280.50	85,091.51	4,280.50	4,280.50	4,280.50	4,280.50	4,280.50	4,280.50
55109 Interest Expense - NT	136,514.63	35,867.98	7,853.00	7,853.00	7,853.00	7,853.00	22,116.65	7,853.00	7,853.00	7,853.00	7,853.00	7,853.00	7,853.00
Legal Services													
52300 Legal Fees - NT	97,820.40	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70	8,151.70
52308 Legal Fees - T	10,065.00	838.75	838.75	838.75	838.75	838.75	838.75	838.75	838.75	838.75	838.75	838.75	838.75
Maintenance - Equipment													
51209 Automotive, Repairs - NT	7,751.16	645.93	645.93	645.93	645.93	645.93	645.93	645.93	645.93	645.93	645.93	645.93	645.93
52710 Repairs & Maint, Equip - NT	2,738.88	228.24	228.24	228.24	228.24	228.24	228.24	228.24	228.24	228.24	228.24	228.24	228.24
52718 Repairs & Maint, Equip - T	19,308.24	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02	1,609.02
Maintenance - Facilities													

FY 2025/2026 Final Budget

ACCOUNTS	FY 25/26 Totals	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
52708 Repairs & Maint, Facilities - T	57,173.76	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48	4,764.48
52719 Repairs & Maint, Facilities - N	267,443.76	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98	22,286.98
54309 Redwood Terminal 2 Expenses	5,589.00	465.75	465.75	465.75	465.75	465.75	465.75	465.75	465.75	465.75	465.75	465.75	465.75
Maintenance - IT													
57008 Maintenance, IT Equip - T	32,759.16	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93	2,729.93
57009 Maintenance, IT Equip - NT	19,354.08	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84	1,612.84
Maintenance Supplies													
52008 Maintenance Supplies - T	114.24	9.52	9.52	9.52	9.52	9.52	9.52	9.52	9.52	9.52	9.52	9.52	9.52
52010 Maintenance Supplies - NT	20,677.68	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14	1,723.14
Office Supplies													
51900 Office Supplies - NT	61,279.20	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60	5,106.60
51908 Office Supplies - T	6,788.40	565.70	565.70	565.70	565.70	565.70	565.70	565.70	565.70	565.70	565.70	565.70	565.70
Other Expenses													
54405 Other Expenses - Spartina	983,750.52	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21	81,979.21
55419 Other Expenses - NT	6,608.16	550.68	550.68	550.68	550.68	550.68	550.68	550.68	550.68	550.68	550.68	550.68	550.68
Other Professional/Outside Serv													
52109 Outside Services, Other - NT	18,288.24	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02	1,524.02
52118 Outside Services, Other - T	803.40	66.95	66.95	66.95	66.95	66.95	66.95	66.95	66.95	66.95	66.95	66.95	66.95
Permits													
51610 Permits - NT	15,690.60	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55	1,307.55
51618 Permits - T	3,147.72	262.31	262.31	262.31	262.31	262.31	262.31	262.31	262.31	262.31	262.31	262.31	262.31
Personnel Expenses													
Commissioners Fees													
50200 Commissioner's Salaries - NT	25,200.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00
50208 Commissioner's Salaries - T	10,800.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Payroll Burden													
50500 Payroll Benefits, Other - NT	394,708.92	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41	32,892.41
50508 Payroll Benefits, Other - T	161,219.16	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93	13,434.93
6560 Workers' Comp	55,742.76	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23	4,645.23
Salaries/Wages													
50100 Salaries & Wages - NT	1,168,157.00	97,346.40	97,346.40	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42	97,346.42
Planning Services													
52200 Planning Fees - NT	47,437.08	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09	3,953.09
52208 Planning Fees - T	13,345.32	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11	1,112.11
Rent Expense													
52600 Rent Expense - NT	850.00	-	-	-	-	-	-	850.00	-	-	-	-	-
54308 Redwood Terminal 2 Lease Expens	1,823.88	151.99	151.99	151.99	151.99	151.99	151.99	151.99	151.99	151.99	151.99	151.99	151.99
Small Tools													
52800 Small Tools - NT	2,634.48	219.54	219.54	219.54	219.54	219.54	219.54	219.54	219.54	219.54	219.54	219.54	219.54
52808 Small Tools - T	391.08	32.59	32.59	32.59	32.59	32.59	32.59	32.59	32.59	32.59	32.59	32.59	32.59
Utilities													
52909 Utilities - NT	205,258.92	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91	17,104.91
52918 Utilities - T	54,835.20	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60	4,569.60
53000 Water, Sewer, & Refuse - NT	126,204.60	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05	10,517.05
53008 Water, Sewer, & Refuse - T	72,672.72	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06	6,056.06
Total Expense	9,484,104.85	944,442.73	767,563.10	767,698.88	767,563.14	767,563.14	862,773.54	768,413.14	767,563.14	767,698.88	767,563.14	767,563.14	767,698.88
Total Net Income	754,192.42	(108,827.87)	59,999.30	59,828.52	68,051.76	59,964.26	(35,246.14)	36,232.78	59,964.26	59,863.52	374,569.25	59,964.26	59,828.52

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Projected Cash Balances

For the Year Ending 6/30/2026

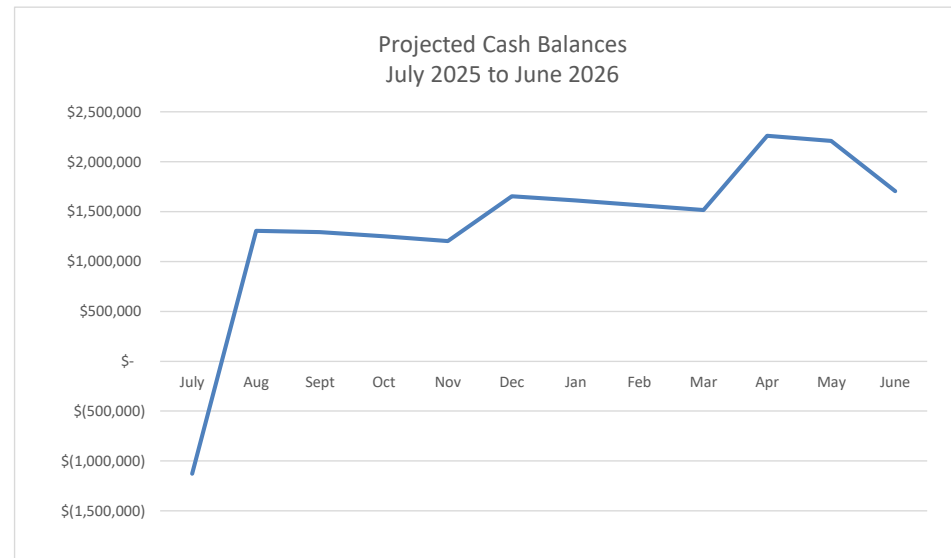
	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredging/float replacement surcharge	\$ 293,170	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431	\$ 24,431
Grant revenue	4,772,774	397,731	397,731	397,731	397,731	397,731	397,731	397,731	397,731	397,731	397,731	397,731	397,731
Rent Income	1,930,700	160,892	160,892	160,892	160,892	160,892	160,892	160,892	160,892	160,892	160,892	160,892	160,892
Taxes	1,635,149	-	-	36,000	-	-	784,574	-	-	-	784,575	-	30,000
Other revenues	1,606,505	139,267	131,180	131,180	139,267	131,180	131,180	139,267	131,180	131,180	139,267	131,180	131,180
Total Income	10,238,297	722,321	714,233	750,233	722,321	714,233	1,498,807	722,321	714,233	714,233	1,506,896	714,233	744,233
EXPENSE													
Professional fees and outside services	433,884	36,157	36,157	36,157	36,157	36,157	36,157	36,157	36,157	36,157	36,157	36,157	36,157
Dredging expense	2,559	213	213	213	213	213	213	213	213	213	213	213	213
Grant expense	4,426,001	368,833	368,833	368,833	368,833	368,833	368,833	368,833	368,833	368,833	368,833	368,833	368,833
Insurance	223,454	223,454	-	-	-	-	-	-	-	-	-	-	-
Interest expense	417,556	189,013	12,134	12,134	12,134	12,134	107,208	12,134	12,134	12,134	12,134	12,134	12,134
Maintenance	432,910	36,076	36,076	36,076	36,076	36,076	36,076	36,076	36,076	36,076	36,076	36,076	36,076
Wages & benefits	1,815,828	151,319	151,319	151,319	151,319	151,319	151,319	151,319	151,319	151,319	151,319	151,319	151,319
Utilities	458,971	38,248	38,248	38,248	38,248	38,248	38,248	38,248	38,248	38,248	38,248	38,248	38,248
Other expenses	1,272,941	106,078	106,078	106,078	106,078	106,078	106,078	106,078	106,078	106,078	106,078	106,078	106,078
Total Expense	9,484,105	1,149,392	749,058	749,058	749,058	749,058	844,133	749,058	749,058	749,058	749,058	749,058	749,058
Net Income (Loss)	754,192	(427,071)	(34,825)	1,175	(26,737)	(34,825)	654,675	(26,737)	(34,825)	(34,825)	757,838	(34,825)	(4,825)
Debt Service Expenditures:													
Debt principal payments - Bond	(264,162)	-	-	-	-	-	(130,741)	-	-	-	-	-	(133,421)
Debt principal payments - PNC Loan	(121,453)	-	-	-	-	-	(59,831)	-	-	-	-	-	(61,623)
Debt principal payments - 2023 Loan	(292,000)	-	-	-	-	-	-	-	-	-	-	-	(292,000)
CalPERS Unfunded Liability	(130,992)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)	(10,916)
Net Income (Loss) After Debt Service and Reserve Deposit Per Budget	(54,414)	(437,987)	(45,741)	(9,741)	(37,653)	(45,741)	453,187	(37,653)	(45,741)	(45,741)	746,922	(45,741)	(502,784)
Adjustment of budgeted amounts to cash basis:													
CalTrans Spartina grant revenue included above above, from grant advance received in prior year	424,175	35,348	35,348	35,348	35,348	35,348	35,348	35,348	35,348	35,348	35,348	35,348	35,348
Increase in Accounts Payable at 6/30/25 from prior year	(462,539)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)	(38,545)
Reimbursable Grant Revenue proceeds from prior year expenditures	2,482,039		2,482,039										
Payment of prior year grant expenditures	(2,482,039)	(2,482,039)											
Increase (Decrease) in Cash	(92,778)	(2,923,223)	2,433,101	(12,938)	(40,850)	(48,938)	449,990	(40,850)	(48,938)	(48,938)	743,725	(48,938)	(505,981)
Projected Beginning Cash Balance	1,796,353	1,796,353	(1,126,870)	1,306,231	1,293,293	1,252,443	1,203,505	1,653,495	1,612,645	1,563,707	1,514,769	2,258,494	2,209,556
Projected Ending Cash	\$1,703,575	\$ (1,126,870)	\$ 1,306,231	\$ 1,293,293	\$ 1,252,443	\$ 1,203,505	\$1,653,495	\$1,612,645	\$1,563,707	\$1,514,769	\$2,258,494	\$2,209,556	\$ 1,703,575

This schedule of projected cash balances has not been subjected to an audit or review or compilation engagement, and no assurance is provided on it. Substantially all disclosures have been omitted.

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Projected Cash Balances

For the Year Ending 6/30/2026



ASSUMPTIONS

1. Income and expenses are per 2025/26 final budget working draft.
2. Income and expenses are incurred evenly throughout the year except for:
 - a) Taxes are received mainly in December and April.
 - b) Insurance expense is paid in July.
 - c) Debt payments for loans are paid in December and June.
 - d) Grant revenues and expenses are incurred evenly throughout the year.
3. General 6/30/25 accounts receivable balances are not materially different from 6/30/24 balances.
4. Projected cash balances include restricted and unrestricted cash

This schedule of projected cash balances has not been subjected to an audit or review or compilation engagement, and no assurance is provided on it. Substantially all disclosures have been omitted.

COMMISSIONERS

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

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



STAFF REPORT
HARBOR DISTRICT MEETING
July 10, 2025

TO: Honorable Board President and Harbor District Board Members

FROM: Vanessa Blodgett, District Planner

DATE: June 27, 2025

TITLE: Consider Adopting Resolution 2025-05 Approving an Addendum to an Initial Study/Mitigated Negative Declaration and Harbor District Permit 2024-03 with Conditions for Chevron Eureka Marine Terminal Repair Project

STAFF RECOMMENDATION: Staff recommends that the Board: Adopt Harbor District Resolution No. 2025-05 which includes:

- Approving an Addendum to an Initial Study/ Mitigated Negative Declaration (IS/MND) and
- Approving Permit 2024-03 with conditions for the Chevron Eureka Marine Terminal Repair Project

SUMMARY: Chevron is proposing repairs and upgrades to their Eureka Marine Terminal facility in Eureka, CA in accordance with MOTEMS (Marine Oil Terminal Engineering & Maintenance Standards), (Figures 1 and 2 Project Site and Location Map). The project includes removal of five timber piles and replacement with polyurea-coated timber piles on the dock causeway at Bents 8, 20, 21, 22, and 23 and replacement of pile bracing (Figure 3). In addition, two guide piles and guides at the floating dock, and a beam at the working platform will be replaced. The work is proposed to be conducted during the 2025 in-water work window (July 1 – Oct. 15).

BACKGROUND: Chevron conducted seismic retrofit repairs at the Eureka Marine Terminal in 2016-2017 to bring the Terminal into compliance with the California Building Code Chapter 31 F, Marine Oil Terminals. The project consisted of isolating the pipeway from the timber dock structure by installing a new steel support system along the trestle and a new unloading platform on the wharf. The project included installing four 24" steel pipe piles to support the new unloading platform and installing twenty 16" steel pipe piles along the trestle to support the pipeway. As part of the project a total of 71 existing treated timber piles were also removed from the project area as mitigation. The Project Initial Study/ Mitigated Negative Declaration (IS/MND)

and the associated Harbor District Permit were originally adopted by the Harbor District on June 23, 2016.

DISCUSSION: The current project proposes replacement of five piles and pile bracing on the dock causeway, replacement of two guide piles and guides at the floating dock, and replacement of the beam at the working platform (Figure 2). Construction activities will be performed from a flat-bottomed barge with an approximately 1.5-meter draft when loaded. The barge will be powered and maneuvered into position by a push boat. The barge will approach the trestle from the south side and will be repositioned as needed to access work locations. A crane will be positioned on the barge and will be used to install and remove piles and other components of the project. Work in eelgrass habitat will be limited to times of the day when tidal heights are sufficient to allow the barge to float over the substrate.

Timber piles will first be cut off 0.3 meters below the mudline and will then be removed using a crane located on a floating barge. The exact method of removal using the crane will be determined by the contractor. After they are removed, piles will be placed on the barge in a containment area. Existing timber piles (14-in (0.36-m) diameter) will be replaced with 16-in (0.41-m) diameter polyurea-coated timber piles, installed to a depth of -40 ft (-12.2 m). Once piles are replaced, new guide systems, bracing systems, and hardware will be installed as required to connect and reinforce the newly installed piles and the causeway.

All piles will be driven to tip elevation or refusal using a crane and a vibratory hammer. If refusal occurs before tip elevation is reached, an impact pile-driving hammer will be used to drive the piles to the required tip elevation, completing the installation. All piles identified in bents 8, 20, 21, 22, and 23 are located in eelgrass habitat (Figure

Figure 1: Project Site and Location Map

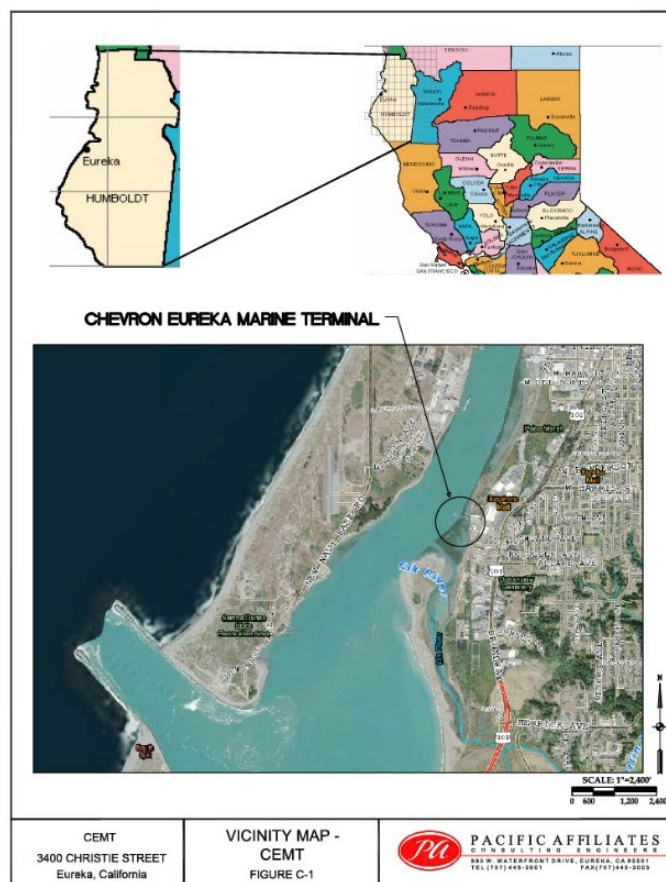
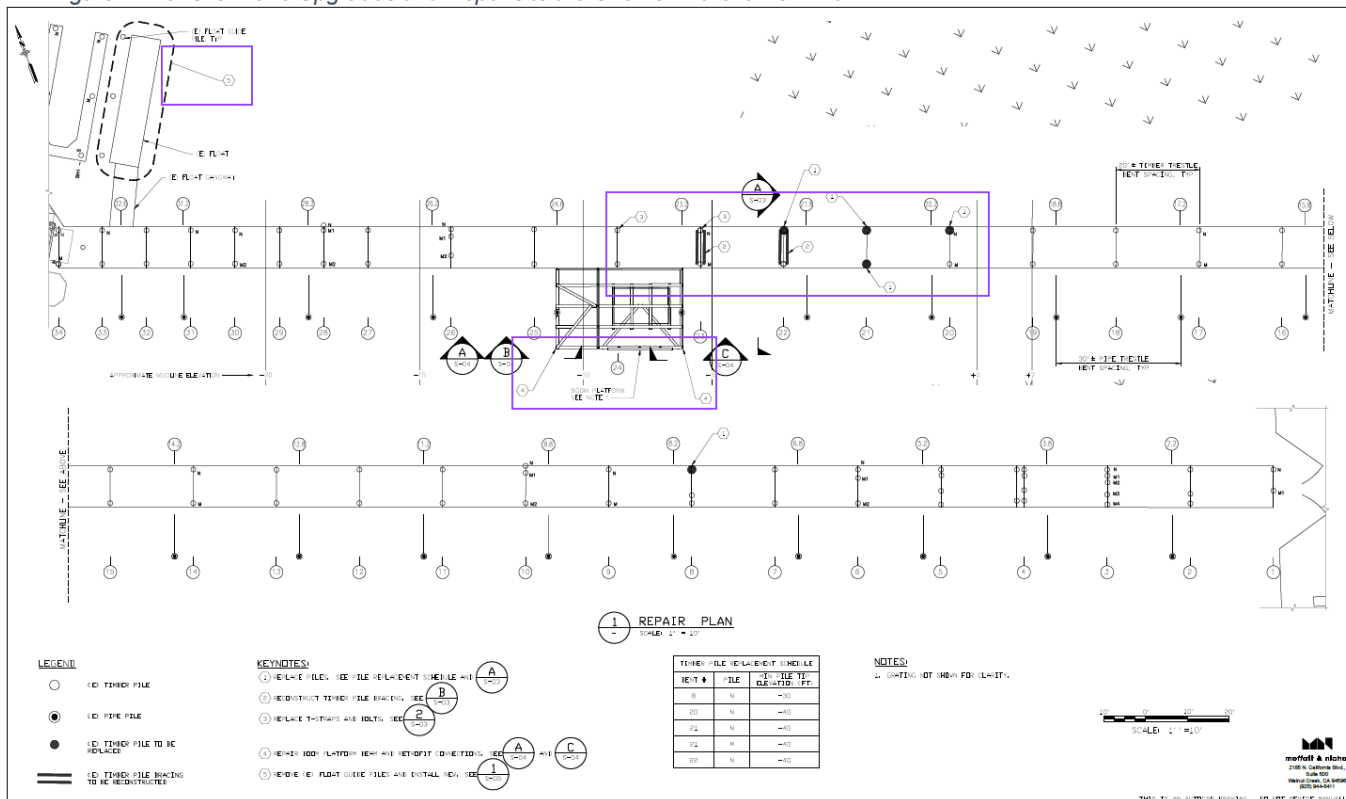


Figure 2: Project Action Area



4). Guide float piles are located outside eelgrass areas. Recommended avoidance and minimization measures to reduce potential environmental impacts and best management practices are incorporated into the project. Pile installation and removal Best Management practices (BMPs) to minimize potential impacts are detailed in the Project's Biological Assessment and Eelgrass Mitigation and Monitoring Reports (H.T. Harvey & Associates, 2025).

Figure 2. Plans for 2025 Upgrades and Repairs to the Chevron Eureka Terminal



A Biological Assessment (BA) for Marine Resources, Eelgrass Mitigation and Monitoring Plan, and Hydroacoustic Monitoring Plan have been prepared for the project (H.T. Harvey & Associates, April 2025). The BA concludes that the project is not likely to adversely affect listed wildlife species, critical habitat, or essential fish habitat. Potential impacts to California Endangered Species Act threatened longfin smelt (LFS) larvae was assessed in an Incidental Take Application (ITP) prepared by H.T. Harvey & Associates (April 2025). The impact assessment includes estimating take and the amount of mitigation area required to compensate for the loss of LFS based on the best available science.

Chevron will mitigate permanent losses to eelgrass habitat through the removal of piles in suitable eelgrass habitat at another location in Humboldt Bay as out-of-kind mitigation at an at least 2:1 ratio. Per requests from other regulatory agencies Chevron will remove 3.66 m² of piles at another location within Eureka city limits as out-of-kind mitigation (4.28:1 mitigation ratio). Based on the assessment of the Project components the ITP states that there was a credit through prior pile removal in 2016-2017 that created enough LFS habitat to cover Project activities in 2025. Especially when considering the expected footprint and short duration of Project impacts. Monitoring will be conducted prior to pile removal at the mitigation site to confirm the size of the piles to be removed, and after the piles have been removed to confirm that the appropriate total area has been removed. The applicant is also pursuing permits from other regulatory agencies.

Humboldt Bay Management Plan

The project is consistent with the Humboldt Bay Management Plan (HBMP) including the harbor-related land use and development goal to assure the development and long-term maintenance of harbor-related infrastructure in Humboldt Bay, and associated Policy HLU-1. The project also includes compensatory eelgrass mitigation for project impacts consistent with the Humboldt Bay Eelgrass Comprehensive Management Plan and the California Eelgrass Mitigation Policy.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The Harbor District prepared and adopted an Initial Study and Mitigated Negative Declaration (IS/MND) (SCH #2016052046) and associated mitigation monitoring and reporting program (MMRP) on June 23, 2016 for the overall project. The Addendum evaluates whether project updates would result in any new significant effects or substantially increase the severity of previously identified significant effects. The Humboldt Bay Harbor District is the CEQA lead agency and must review and consider the information contained in the IS/MND and Addendum prior to making a decision on the Project.

Figure 4: Eelgrass Distribution and Project Site



Pursuant to State CEQA Guidelines Section 15164(a), the lead agency...shall prepare an addendum to a previously certified EIR or negative declaration if some changes or additions are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred. Overall, the components of the proposed Project updates would be similar to those of the 2016 Approved Project, and would result in environmental effects similar to those of the Approved Project. As verified in the Addendum, the analysis and conclusions in the 2016 IS/MND remain current and valid. The Proposed Project (including proposed modifications) would not cause new significant effects not identified in the IS/MND nor substantially increase the level of previously identified environmental effects. No change has occurred with respect to circumstances surrounding the Proposed Project that would cause new or substantially more severe significant environmental effects than were identified in the 2016 IS/MND. In addition, no new information has become available that shows that the project would cause new or substantially more severe significant environmental effects which have not already been analyzed in the 2016 IS/MND.

The 2025 Project updates would adhere to the mitigation measures established in the 2016 IS/MND, as applicable. Potential biological resource impacts are fully evaluated in the 2025 biological resources assessments and are similar to those evaluated in the 2016 IS/MND, which conclude that with implementation of best management practices, the recommended avoidance and minimization measures, and mitigation measures, potential project impacts remain less than significant. The proposed project as updated would not result in any of the conditions described in Section 15162 of

the CEQA Guidelines. Therefore, preparation of an Addendum to the adopted MND provides an appropriate level of environmental review.

ATTACHMENTS:

- A. Resolution No. 2025-05 Approving an Addendum to an Initial Study/ Mitigated Negative Declaration and Harbor District Permit 2024-03 with Conditions for the Chevron Eureka Marine Terminal Repair Project

Exhibit A-1. Permit 2024-03 for Chevron Eureka Marine Terminal Repair Project

- B. Addendum to Chevron Eureka Marine Terminal MOTEMS Compliance IS/MND
The below appendices are available online (<https://humboldtbay.org/public-notices-announcements-information>):

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

- Application – MOTEMS Repairs for Chevron Eureka Marine Terminal (dated Aug. 23, 2024)
- Chevron Eureka Terminal 2025 Repairs: Eelgrass Mitigation and Monitoring Plan, prepared by H.T. Harvey and Associates, April 2025
- Biological Assessment for Marine Resources at Chevron Eureka Terminal, prepared by H.T. Harvey and Associates, April 2025
- Chevron Eureka Terminal 2025 Repairs – Underwater Noise and Marine Mammal Monitoring Plan, prepared by H.T. Harvey and Associates, April 2025
- Incidental Permit Take Application for Longfin Smelt for 2025 Chevron Eureka Terminal Repairs, prepared by H.T. Harvey and Associates, April 2025
- Initial Study/ Mitigated Negative Declaration for Chevron Eureka Terminal MOTEMS Compliance Seismic Retrofit and Adopted Mitigation Monitoring and Reporting Program (2016)

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

RESOLUTION NO. 2025-05

**A RESOLUTION APPROVING AN ADDENDUM TO AN INITIAL STUDY/ MITIGATED NEGATIVE
DECLARATION AND HARBOR DISTRICT PERMIT 2024-03 WITH CONDITIONS FOR THE
CHEVRON EUREKA MARINE TERMINAL 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; and,

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

WHEREAS, Chevron USA applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Eureka Marine Terminal Repair “Project”; and

WHEREAS, consistent with Humboldt Bay Harbor, Recreation, and Conservation District Ordinances and the Harbors and Navigation Code, an application was filed and accepted by the Board on August 28, 2024 and a Notice of Application was published in the Times Standard; and

WHEREAS, an Initial Study and Mitigated Negative Declaration (IS/MND) was prepared by the Humboldt Bay Harbor, Recreation, and Conservation District as the lead agency under CEQA in 2016 (SCH#2016052046) and adopted on June 23, 2016; and

WHEREAS, an Addendum to the IS/MND has been prepared to evaluate project updates consistent with CEQA Guidelines 15164 and found that none of the conditions described in Section 15162 calling for preparation of a subsequent negative declaration have occurred; 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 Chevron Eureka Marine Terminal 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, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY
HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the Board of Commissioners finds, as demonstrated in the Addendum (1) the analysis and conclusions in the 2016 IS/MND remain current and valid (2) the Proposed Project would not cause new significant effects not identified in the IS/MND nor substantially increase

the level of previously identified environmental effects and (3) none of the conditions described in CEQA Guidelines Section 15162 have occurred.

SECTION 2. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:

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

SECTION 3. That the Board of Commissioners does hereby issue Permit 2024-03 conditionally approving Chevron Eureka Marine Terminal Repair Project (Attachment A-1).

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 10th day of July 2025 by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

Stephen Kullmann, President
Board of Commissioners

Aaron Newman, 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. **2025-05** entitled,

**A RESOLUTION APPROVING AN ADDENDUM TO AN INITIAL STUDY/ MITIGATED NEGATIVE
DECLARATION AND HARBOR DISTRICT PERMIT 2024-03 WITH CONDITIONS FOR THE
CHEVRON EUREKA MARINE TERMINAL 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 **10th day of July 2025**; 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 10th day of July 2025.

**Aaron Newman, Secretary
Board of Commissioners**



COMMISSIONERS

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

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

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

PERMIT

Permit No. 2024-03

Permittee:

Chevron Products Company
Chad Brandt
3400 Christie Street
Eureka, CA 95501
chadbrant@chevron.com

Contact/Agent:

Travis Schneider
Pacific Affiliates
PO Box 133
Eureka, CA 95502
tschneider@pacaff.com; 707-445-3001

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2024-03, filed by Chevron Products Company USA, hereinafter referred to as "**Permittee**", and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)** as lead agency, pursuant to the California Environmental Quality Act of 1970, as amended, having previously adopted an Initial Study and Mitigated Negative Declaration on June 23, 2016 (IS/MND) (SCH # 2016052046) the Board of Commissioners of the **District** having on July 10, 2025, passed Resolution No. 2025-05 approving a CEQA Addendum and establishing findings relative to the Application by **Permittee** for Chevron Eureka Marine Terminal 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 (as amended) of **Permittee** consisting of:

Repairs and upgrades to the Chevron Eureka Marine Terminal facility in Eureka, CA in accordance with MOTEMS (Marine Oil Terminal Engineering & Maintenance Standards). The project includes removal of five timber piles and replacement with steel piles on the dock causeway at Bents 8, 20, 21, 22, and 23 and replacement of pile bracing. In addition, two guide piles and guides at the floating dock, and a beam at the working platform will be replaced as further described in the Application filed by **Permittee**.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.

2. That all work authorized by this Permit shall further be subject to the approval of the following public agencies as applicable:
 - A. United States Army Corps of Engineers
 - B. North Coast Regional Water Quality Control Board
 - C. California Coastal Commission
 - D. California Department of Fish and Wildlife

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

3. That the mitigation measures described in the adopted Mitigated Negative Declaration are made conditions of this permit by reference. The **Permittee** and any and all contractors completing work for the project must follow the District's Piling Removal and Installation Best Management Practices and the avoidance and minimization measures described in the Project's Eelgrass Mitigation and Monitoring Plan (H.T Harvey and Associates, April 18, 2025).
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on **July 10, 2026**. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date. Up to four (4) one year extensions may be granted, for a total permit term of up to five years.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by

project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims

for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

15. That this Permit is valid as of July 10, 2025 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 10th day of July 2025, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

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

Chevron USA, **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.

Chevron USA, **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: _____

Chevron USA Representative

Chevron Eureka Terminal MOTEMS Compliance Seismic Retrofit Project Addendum

CEQA Addendum to Adopted Initial Study/
Mitigated Negative Declaration
SCH# 2016052046



Humboldt Bay Harbor, Recreation,
and Conservation District

DRAFT
June 19, 2025

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Appendices

Appendix A: Chevron Eureka Terminal 2025 Repairs: Eelgrass Mitigation and Monitoring Plan, prepared by H.T. Harvey and Associates, April 2025

Appendix B: Biological Assessment for Marine Resources at Chevron Eureka Terminal, prepared by H.T. Harvey and Associates, April 2025

Appendix C: Incidental Permit Take Application for Longfin Smelt for 2025 Chevron Eureka Terminal Repairs, prepared by H.T. Harvey and Associates, April 2025

Appendix D: Initial Study/ Mitigated Negative Declaration for Chevron Eureka Terminal MOTEMS Compliance Seismic Retrofit and Adopted Mitigation Monitoring and Reporting Program (2016)

1. Introduction

1.1 Purpose

This document is an Addendum to the adopted Initial Study Mitigated Negative Declaration (IS/MND) prepared for the Chevron Eureka Marine Terminal Dock Seismic Retrofit Project (hereafter referred to as the Approved Project) (SCH#: 2016052046). The IS/MND for the Approved Project was prepared in compliance with the California Environmental Quality Act (CEQA) in support of the discretionary approvals required to develop the project. The IS/MND was adopted and approved by the Humboldt Bay Harbor, Recreation, and Conservation District (Harbor District) Board of Commissioners on June 23, 2016. The Chevron Eureka Marine Terminal Dock seismic retrofit is intended to bring the Terminal into compliance with the California Building Code Chapter 31 F, Marine Oil Terminals. The approved project consisted of isolating the pipeway from the timber dock structure by installing a new steel support system along the trestle and a new unloading platform on the wharf. The approved project included installing four 24" steel pipe piles to support the new unloading platform and installing twenty 16" steel pipe piles along the trestle to support the pipeway. As part of the project a total of 71 existing treated timber piles were also removed from the project area as mitigation.

The updated project includes additional repairs and upgrades to the Terminal, including replacement of piles and pile bracing, guide piles and guides, and a beam on the working platform. The updated project includes removal of five timber piles and replacement with polyurea-coated timber piles which measure 0.41 meters in diameter on the dock causeway at Bents 8, 20, 21, 22, and 23 and replacement of pile bracing. In addition, two guide piles and guides at the floating dock will be replaced. A detailed description of the proposed project update is included in Section 2.2 of this document. The Harbor District is the Lead Agency under CEQA and has prepared this Addendum to address the potential environmental impacts of implementing the proposed project updates on the project site. This Addendum evaluates whether the project updates would result in any new significant effects or substantially increase the severity of previously identified significant effects. This Addendum, together with the 2016 IS/MND, will be used by the Harbor District prior to making a decision on the Project.

1.2 CEQA Framework for the Addendum

For a proposed updated project, State CEQA Guidelines (Sections 15162 and 15164) provide that an Addendum to an adopted MND may be prepared if only minor technical changes or additions are necessary or none of the following conditions calling for the preparation of a subsequent MND have occurred.

Pursuant to State CEQA Guidelines Section 15164(a), the lead agency...shall prepare an addendum to a previously certified EIR or negative declaration if some changes or additions are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred.

CEQA Guidelines Section 15162 states that, for a project covered by a certified EIR or negative declaration, preparation of a subsequent EIR is required only if one or more of the following conditions occurs:

- Substantial changes in the project which require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

- Substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of MND adoption, shows any of the following:
 - the project will have one or more significant effects not discussed in the MND,
 - the project will result in impacts substantially more severe than those disclosed in the MND,
 - mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative, or mitigation measures or alternatives that are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

This Addendum evaluates the updated Project as a revision of the 2016 IS/MND and demonstrates that these modifications do not result in any of the conditions described above. Based on the analysis provided below, an Addendum to the 2016 IS/MND is the appropriate CEQA document. An Addendum need not be circulated for public review (CEQA Guidelines Section 15164(c)); the decision-making body must consider the addendum with the certified EIR [or mitigated negative declaration] prior to making a decision on the project (CEQA Guidelines Section 15164(d)).

Consistent with CEQA Guidelines Section 15150, the following document was used in preparation of this Addendum and is incorporated herein by reference:

- Chevron Eureka Terminal MOTEMS Compliance Seismic Retrofit Initial Study/Mitigated Negative Declaration adopted by the Harbor District Board of Commissioners on June 23, 2016.

2. Project Information

Project Title:

2025 Chevron Eureka Marine Terminal (CEMT)
MOTEMS Repairs

Lead Agency Name and Address:

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

Applicant and Agent Contact Information:

Applicant: Chad Brandt (Chevron)
3400 Christie Street
Eureka, CA 95501
chadbrandt@chevron.com

Agent: Travis Schneider (Pacific Affiliates)
P.O. Box 133
Eureka, CA 95502
(707) 445-3001
tschneider@pacaff.com

Project Location:

The Chevron Eureka Terminal Facility (Lat. 40° 46.652, Lon. -124° 11.655) is located in Eureka, California, approximately 270 miles north of San Francisco. The Chevron Eureka Terminal occupies two parcels: APN 007-071-013 and APN 007-071-008 west of Highway 101 in southwestern Eureka, California. The former is a tideland parcel owned by the City of Eureka and the latter is the adjacent upland parcel owned by Chevron Corporation. CEMT owns or leases the two parcels for the purpose of importing and shipping petroleum products. The terminal's single pier and dock extends into Humboldt Bay, approximately 645 feet from the U.S. Bulkhead line, reaching nearly the U.S. Pier head line. The dock is approximately 0.4 miles north of the mouth of Elk River, and roughly two miles northeast of the mouth of the Bay. See Figures 1 & 2 for vicinity map and aerial imagery.

Existing City/County Zoning:

APN 007-071-013 (Tideland Parcel):
Zoning: WD – Development Water

Figure 1: Project Site and Vicinity Map

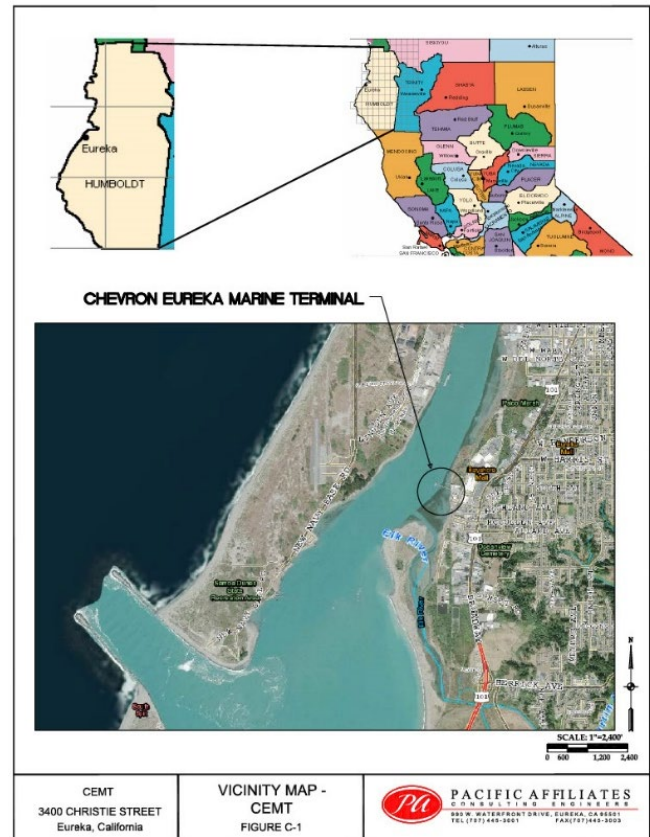


Figure 2a: Aerial Photo from 2016 IS/MND



General Plan Designation: WD – Development
Water

APN 007-071-008 (Upland Parcel):
Zoning: CDI – Coastal Dependent Industrial
General Plan Designation: MC – Coastal Dependent Industrial

2.1 Summary of the Approved Project (2016)

The Approved Project involved retrofitting the Chevron Eureka Terminal Dock to comply with the California Building Code Chapter 31F, which regulates marine oil terminals. The primary focus of the project was to enhance the seismic resilience of the fuel pipeway support structure, which had been deemed insufficient to withstand seismic activity. The Approved Project aimed to prevent potential structural failures during earthquakes, which could lead to environmental damage and economic disruptions in the Eureka area.

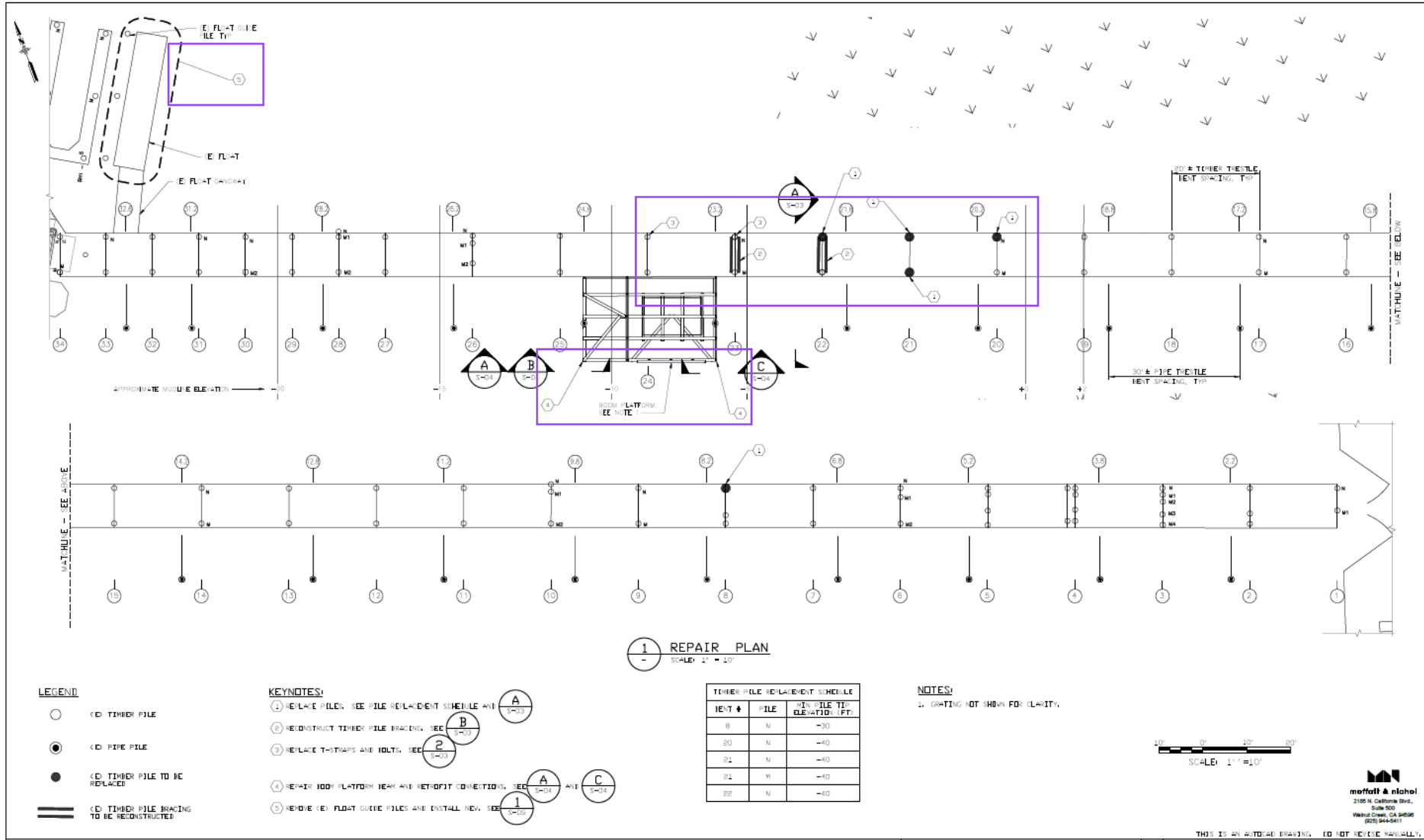
The retrofit included the installation of new steel piles and a steel support system for the fuel pipeway, isolating it from the existing timber dock structure. The work was divided into two phases, with the first phase addressing the wharf unloading platform and the second focusing on retrofitting the trestle pipeway. The approved project included installing four 24" steel pipe piles to support the new unloading platform and installing twenty 16" steel pipe piles along the trestle to support the pipeway. As part of the project a total of 71 existing treated timber piles were also removed from the project area as mitigation. A variety of construction methods, including the use of barges and pile driving, were proposed, while best management practices were followed to minimize environmental impacts. This included measures to protect nearby eelgrass habitats and mitigate noise effects on marine wildlife during pile driving.

Mitigation measures were adopted to reduce the impact on special status species and aquatic environments, including removing old timber piles and using a bubble curtain to dampen underwater noise from construction. Additionally, the Approved Project had strict timelines for in-water work to minimize harm to species like salmonids. The Approved Project ultimately aimed to protect public safety and the environment while ensuring the continued operation of the Chevron fuel terminal in the event of an earthquake.

2.2 Summary of the Updated Project (2025)

The project involves additional repairs that will occur in three discrete Project areas: replacement of piles and pile bracing on the dock causeway at Bents 8, 20, 21, 22, and 23; replacement of guide piles and guides at the floating dock; and replacement of the beam at the working platform (Figure 3. Plans for 2025 Upgrades and Repairs to the Chevron Eureka Terminal). Work includes the removal of five timber piles at Bents 8, 20, 21, and 22 and three concrete piles at the floating dock. All piles identified in Bents 8, 20, 21, 22, and 23 are located in eelgrass habitat. Timber piles will first be cut off 1 ft (0.3 m) below the mudline and will then be removed using a crane located on a floating barge; the barge will be anchored in place by setting two 28-in (0.71-m) diameter spud poles. The exact method of removal using the crane will be determined by the contractor. Timber piles (14-in [0.36-m] diameter) will be replaced with 16-in (0.41-m) diameter timber piles, fully coated with polyurea, installed to a depth of 40 ft (12.2 m). New piles located at Bents 8, 20, 21, and 22 on the causeway will be installed in eelgrass habitat. Existing concrete piles anchoring the floating dock will be removed and replaced with two 14-in (0.36 m) diameter steel guide float piles, located outside of eelgrass habitat. Once piles are replaced, new guide systems, bracing systems, and hardware will be installed as required to connect and reinforce the newly installed piles and the causeway. Recommended avoidance and minimization measures to reduce potential environmental impacts and best management practices are incorporated into the project.

Figure 3: Plans for 2025 Upgrades and Repairs to the Chevron Eureka Terminal



All construction-related activities at the project site would be the similar to and consistent with the approved project. All piles will be driven to tip elevation or refusal using a crane and a vibratory hammer. If refusal occurs before tip elevation is reached, an impact pile-driving hammer will be used to drive the piles to the required tip elevation, completing the installation. Pile installation and removal Best Management practices (BMPs) to minimize potential impacts will be implemented and are detailed in the Project's Biological Assessment and Eelgrass Mitigation and Monitoring Reports (H.T. Harvey & Associates, 2025).

3. Comparative Analysis of Impacts

The following section discusses environmental topics and related environmental effects in the 2016 IS/MND, to compare with the 2025 Proposed Project. These topics are listed in the sequence that they are addressed in the 2016 IS/MND.

The 2016 IS/MND determined that the approved project could potentially affect sensitive species and habitats, and water quality. However, design features incorporated into the project, compliance with existing regulations and permit conditions, and implementation of the adopted mitigation measures reduce potential impacts to a less than significant level. This Addendum incorporates all of the mitigation measures detailed in the 2016 IS/MND. This analysis evaluates whether modifications to the approved project would result in any new or substantially more adverse significant effects not identified in the IS/MND.

3.1 Environmental Topics Analyzed in 2016 Project and Relationship to 2025 Project

Aesthetics

The aesthetic impacts of the 2016 project were determined to be less than significant, primarily due to the industrial nature of the area and the fact that construction activities were temporary and would not substantially alter the visual character of the site. Based on the 2025 Proposed Project modifications, there is no substantial change in the nature of the work (e.g., pile replacement, structural upgrades) that would be expected to cause a major difference in aesthetic impacts from the 2016 Approved Project. The primary focus of both projects remains functional and structural improvements (such as replacing piles), which are unlikely to have drastically different visual outcomes.

The 2025 project continues to emphasize replacing and upgrading existing structures without major new additions that would significantly alter the visual landscape. As such, the overall aesthetic impacts are expected to remain consistent with the 2016 assessment, focusing primarily on the visual presence of construction equipment and the temporary nature of the work. The 2025 Project would not result in new significant impacts or a substantial increase in the severity of previously identified impacts on aesthetics.

Agriculture and Forest Resources

The 2016 IS/MND found that there were no impacts on agriculture and forestry as the project site is located in an area zoned for coastal-dependent industrial use, and there are no significant agricultural or forestry activities within or near the project area. The area is primarily dedicated to the Chevron Eureka terminal and its related operations. The 2025 project modifications continue to focus on upgrades and repairs to the terminal confined to the same coastal-dependent industrial zone. No new impacts on agriculture or forestry are expected as there are no changes to land use that would affect these resources.

Air Quality

The 2016 IS/MND concluded that the air quality impacts from the project would be less than significant, largely due to the temporary nature of construction activities and the implementation of best management practices. The study did not identify any need for additional air quality mitigation beyond standard construction measures. The 2025 Project modifications are expected to have similar, less-than-significant impacts on air quality due to the temporary nature of construction and the industrial location of the project site. The 2025 Project would not result in new significant impacts or a substantial increase in the severity of previously identified impacts on air quality.

Biological Resources

The 2016 IS/MND found that the Approved Project would have less than a significant impact with mitigation incorporated for several special status species, sensitive natural communities, wetlands, and migratory fish. The Approved Project was found to comply with local policies and conservation plans, resulting in no conflicts in these areas. The following species were identified as potentially being impacted within the vicinity of the Approved Project:

- Marbled Murrelet (Federally threatened, State endangered)
- Western Snowy Plover (Federally threatened)
- California Brown Pelican (State fully protected)
- Harbor Seal (Marine Mammal Act)
- California Sea Lion (Marine Mammal Act)
- Harbor Porpoise (Marine Mammal Act)
- Southern Eulachon DPS (Federally threatened)
- Longfin Smelt (State threatened)
- Tidewater Goby (Federally endangered)

The following species were determined to have the potential to be affected by pile-driving activities or other construction methods, particularly due to noise and disturbances:

- Green sturgeon (southern DPS) (Federally threatened, State Species of Special Concern)
- Salmonids
 - Southern Oregon Northern Coastal California (SONCC) Coho Salmon (Federally threatened, State threatened)
 - California Coastal (CC) Chinook Salmon (Federally threatened)
 - Northern California (NC) Steelhead DPS (Federally threatened)
 - Coastal cutthroat trout (State Species of Special Concern)

Additionally, Eelgrass (*Zostera marina*), identified as Essential Fish Habitat (EFH) under the Magnuson-Stevens Fishery Conservation and Management Act, was found within the project area. Eelgrass provides critical habitat for various marine species, helping to support biodiversity and protect coastal erosion.

2025 Biological Report Updates

A Biological Assessment (H.T. Harvey & Associates, April 2025) was prepared to evaluate potential impacts to biological resources for the 2025 project. The Biological Assessment concludes that implementation of the proposed project may affect, and is not likely to adversely affect listed bird, fish, or invertebrate species in the action area. The project may affect, and is not likely to adversely affect designated critical habitat. While potentially adverse effects exist, including increased underwater noise and sediment suspension, such impacts are short-term and insignificant or discountable. There are also beneficial effects of the proposed

project that are incorporated through mitigation and restoration efforts. These beneficial long-term effects include improving water quality through removal of toxic creosote-treated piles.

Potential impacts to California Endangered Species Act threatened longfin smelt larvae was assessed in an Incidental Take Application (ITP) prepared by H.T. Harvey & Associates (April 2025). The impact assessment includes estimating take and the amount of mitigation area required to compensate for the loss of LFS based on the best available science. The activities involved in habitat restoration were reviewed, and the area of mitigation provided by the restoration is compared to estimates needed to compensate for estimated take from the Project. Based on the assessment of the Project components the report concludes that new LFS habitat will be created through pile removal, partially mitigating for estimated Project take. Especially when considering the expected footprint and short duration of Project impacts, it is evident that prior pile removal in 2016 and 2017 provides enough habitat to support more LFS than is estimated to be taken via Project activities in 2025.

An Eelgrass Mitigation and Monitoring Plan was prepared by H.T. Harvey & Associates (April 2025) to assess the impacts of the 2025 project and document mitigation and monitoring requirements. The proposed replacement of five 0.36-meter-diameter timber piles (2.54 square meters) with five 0.41-meter-diameter timber coated with polyurea piles (3.30 square meters) will require compensatory mitigation because of the permanent loss of eelgrass habitat (0.76 square meter). Chevron will mitigate permanent losses to eelgrass habitat through the removal of piles in suitable eelgrass habitat at another location in Humboldt Bay as out-of-kind mitigation at an at least 2:1 ratio (which is consistent with the mitigation ratios defined in the 2016 IS/MND (MM BIO-7)). Per a recent request received from the National Marine Fisheries Service (NMFS) and the Corps, the eelgrass mitigation area will increase from a 2:1 ratio to a 4.28:1 ratio, for a total of 3.66 square meters of eelgrass mitigation efforts.

Summary of 2016 Adopted Mitigation Measures and Monitoring/Reporting

The 2016 MMRP was created to ensure that the mitigation measures adopted in connection with the Approved Project are effectively implemented. This MMRP established the framework that HBHRCD and others would use to implement the adopted migration measures and the monitoring and/or reporting of such implementation. Mitigation and monitoring measures addressed multiple environmental impacts, including noise, water quality, and eelgrass habitat. Key measures from the MMRP include limiting in-water work to a window between July and October to avoid sensitive periods for salmonid species and using a “soft start” technique for pile driving to allow fish to swim away before full impact force. Acoustic impacts were further mitigated through the use of cushion pads and bubble curtains to reduce noise, with continuous hydroacoustic monitoring to establish marine mammal shutdown zones if necessary. The plan included the removal of 40 treated timber piles, reducing sources of contamination in the bay, with additional compensatory mitigation for eelgrass impacts through a calculated removal-to-installation ratio. Water quality was safeguarded through spill prevention plans, containment kits, and the use of vegetable-based hydraulic fluids. Lastly, measures were in place for archaeological and cultural resource protection, including protocols for discovering human remains or artifacts, and for handling spills and construction debris in the marine environment.

Should pile driving require the use of an impact hammer to reach the target pile tip depths, 2016 IS/MND Adopted Mitigation Measure BIO-1 through BIO-6 would apply to reduce the impacts to a level of less than significant. Mitigation Measures BIO-1 through BIO-7 are summarized as follows:

- BIO-1 (Timing Restrictions):
 - In-water work must be restricted to the designated work window (July 1 to October 15) to avoid impacts on migrating fish, such as salmonids.

- BIO-2 (Soft-Start):
 - All impact pile driving activities will incorporate a “soft start” approach whereby the piles are lightly tapped before the full hammer strength is applied.
- BIO-3 (Cushion Use):
 - A cushion pad, typically wood, nylon or polymer material, will be placed between the pile and the impact hammer to reduce sound levels (see also MM-NOI-1).
- BIO-4 (Bubble Curtain):
 - Bubble curtains and noise attenuation devices must be employed during impact pile driving to reduce underwater noise impacts on fish and marine mammals.
- BIO-5 (Hydroacoustic & Biological Monitoring):
 - Hydroacoustic monitoring is required with impact hammer use to ensure noise levels do not exceed thresholds set to protect sensitive species.
 - The project must have qualified biological monitors present during construction to watch for the presence of marine mammals, birds (such as the Marbled Murrelet), and other special status species. If these species are observed in the area, construction activities must cease until they leave the area.
- BIO-6 (Piling Removal):
 - The removal of forty treated timber piles as mitigation for potential impacts to fish and eelgrass habitat (note: this was completed in 2016-2017). The total change in area due to pile placement and removal 2016-2017 resulted in 35.4 sf of area gained, this is being applied to the 2025 project.
- BIO-7 (Compensatory Mitigation for Eelgrass):
 - Permanent impacts to the eelgrass will be offset by removal of additional piles. With the anticipated mitigation ratios being at least 2:1 for piles removed from non-eelgrass habitat.

Based on the 2025 biological reports described above, potential impacts to biological resources remain less than significant with implementation of best management practices, the recommended avoidance and minimization measures, and the adopted mitigation measures summarized above.

The 2025 Proposed Project would adhere to the mitigation measures established in the 2016 IS/MND, as applicable. Potential 2025 biological resource impacts are similar to those evaluated in the 2016 IS/MND, and are fully evaluated in the 2025 biological resources assessments which conclude that with implementation of mitigation measures, potential project impacts remain less than significant. Therefore, the 2025 Project would not result in new significant impacts or a substantial increase in the severity of previously identified biological resource impacts.

Cultural Resources

The 2016 IS/MND identified the potential for impacts on cultural resources related to the Wiyot people's territory and Humboldt Bay's archaeological significance. However, the project site itself did not contain any known archaeological sites, historic structures, or tribal cultural resources. If any cultural artifacts or human remains were discovered during construction, work would be halted, and a qualified archaeologist or the appropriate tribal authority would be consulted to assess the findings according to Mitigation Measures Cul-1 and Cul-2. The project site has not changed and the standard mitigation measures would still be in place for the 2025 Proposed Project, as such the Proposed Project is not expected to have significantly different impact cultural or historical sites and would not result in new significant impacts or a substantial increase in the severity of previously identified impacts.

Geology and Soils

The 2016 IS/MND identified the project area is subject to a less than significant potential impact from earthquake hazards, including ground shaking, liquefaction, and soil settlement. These risks are typical for the region due to its proximity to earthquake faults. The 2025 Proposed Project involves similar work (pile replacement and structural upgrades) to the 2016 Approved Project in the same location. Therefore, the seismic risks (ground shaking, liquefaction, and soil stability) remain the same as in 2016. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Hazards and Hazardous Materials

The 2016 IS/MND found that there was the potential for a less than significant impact with mitigation to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment during construction. The Approved Project's hazardous materials management includes several measures to ensure minimal environmental impact during construction which will also be implemented for 2025 Proposed Project. Hazardous materials will be stored securely to prevent spills, and environmentally friendly alternatives like vegetable-oil based hydraulic fluids and biodiesel will be used when feasible. Equipment will be inspected and maintained away from water, with spill kits on hand for immediate containment. Best management practices (BMPs) will be applied to prevent debris from entering the water, including the use of floating booms, spill trays, and tarps. Mitigation Measure Haz-1 includes spill response procedures, and the Chevron Terminal has an SPCC Plan and Facility Response Plan to address potential releases and spills, ensuring compliance with safety protocols. The impacts on hazards and hazardous materials for the 2025 Proposed Project are expected to be consistent with those identified in 2016. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Hydrology and Water Quality

The 2016 IS/MND identified potential less than significant impacts on hydrology and water quality during construction, with mitigation incorporated to address water quality standards and waste discharge requirements. Less than significant impacts were also expected for runoff, water quality, and inundation from tsunami. The Proposed 2025 Project is expected to have similar impacts, as it remains at the same site with continued implementation of mitigation measures.

Mitigation Measure HYD-1 requires the contractor to implement BMPs to prevent debris and hazardous materials from entering the water. This includes storing hazardous materials securely, inspecting and servicing equipment regularly, using alternative biodegradable fluids where feasible, and employing floating booms and debris containment measures during construction. These practices will ensure that impacts to water quality are minimized, resulting in less than significant impacts with mitigation incorporated.

The wharf unloading platform will be similar in size to the existing structure, with secondary containment for stormwater management, ensuring no exceedance of the current drainage system's capacity. Construction debris will be managed responsibly to prevent contamination, and the project is not expected to increase the site's vulnerability to tsunami inundation. Additionally, the project will not otherwise substantially degrade water quality, and the risk of tsunami inundation at the site remains unchanged. Therefore, the project's overall impact on water quality and vulnerability to tsunamis is considered less than significant. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Land Use and Planning

The 2016 IS/MND did not identify any impacts on land use and planning as the Approved Project was consistent with the existing land use designations and did not involve changes in land use or zoning. The 2025 Proposed Project does not change the project intent or site and as such there are no expected new conflicts with local plans, policies, or regulations, and the project will not interfere with the general plan or any other regional planning efforts. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Mineral Resources

The 2016 IS/MND did not identify mineral resources in the Project area. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Noise

In the 2016 IS/MND, noise impacts during construction were expected to be temporary and less than significant with mitigation. Noise would primarily result from pile driving, use of cranes, and cutting/welding activities, typical for a construction project in an industrial/commercial area. If the vibratory method of pile driving encountered refusal, an impact hammer would be used, potentially increasing noise levels. However, Mitigation Measure NOI-1 required the use of a cushion pad during impact hammering, reducing noise by 5-10 decibels, thus ensuring noise impacts remain below significant thresholds. The 2025 Proposed Project has the same temporary noise impacts and associated mitigation measures which would result in no change in significance for impacts. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Population and Housing

The 2016 IS/MND concluded that the Approved Project would have no impact on population and housing. The project involved only infrastructure improvements at an existing industrial site and did not require new housing, displace existing housing, or affect population growth. Similarly, the 2025 Proposed Project focuses on additional repairs and upgrades to the terminal, which also have no potential impact on population or housing. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Public Services

The 2016 IS/MND found that the Approved Project would have no impact on public services, as the project did not increase demand for fire protection, police services, schools, parks, or other public facilities. Both the Approved Project and Proposed Project focus on infrastructure improvements at an existing industrial site and do not generate additional population or activities that would strain public services. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Transportation/Traffic

No impacts were found for transportation/traffic in the 2016 IS/MND. The Approved Project construction activities were temporary and did not generate substantial traffic increases as most materials were transported by barge and the workforce was small. The 2025 Proposed Project involves similar construction activities, with materials and equipment primarily delivered by barge and a limited workforce. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Utilities and Service Systems

The 2016 IS/MND found a less than significant impact on stormwater drainage facilities and solid waste disposal needs for the Approved Project. The Approved Project did not require new or expanded water, wastewater, or stormwater facilities, and there was no increase in demand for electricity, natural gas, or telecommunications services. The 2025 Proposed Project remains consistent in impact due to similar nature of work. No new significant impacts, or a substantial increase in the severity of previously identified impacts would occur.

Mandatory Findings of Significance

The proposed project will provide upgrades to the existing structure and will not add any additional square footage or capacity to the Chevron Eureka Terminal Dock. Impacts to the following environmental factors: biological resources, cultural resources, Hazards and Hazardous Materials, Hydrology and Water Quality and Noise, can occur from temporary short-term construction activities. Mitigation measures have been adopted for each affected environmental factor, reducing potential impacts to less than significant.

As documented in the IS/MND and this Addendum, design features and best management practices incorporated into the project would avoid or reduce certain potential environmental impacts, as would compliance with existing regulations. Remaining impacts can be reduced to levels that are less than significant through implementation of the adopted mitigation measures. Therefore, the updated project would not have a significant adverse impact on the environment.

4. Conclusion

Overall, the components of the proposed Project updates would be similar to those of the 2016 Approved Project, and would result in environmental effects similar to those of the Approved Project. As verified in this Addendum, the analysis and conclusions in the 2016 IS/MND remain current and valid. The Proposed Project (including proposed modifications) would not cause new significant effects not identified in the IS/MND nor substantially increase the level of previously identified environmental effects. No change has occurred with respect to circumstances surrounding the Proposed Project that would cause new or substantially more severe significant environmental effects than were identified in the 2016 IS/MND. In addition, no new information has become available that shows that the project would cause new or substantially more severe significant environmental effects which have not already been analyzed in the 2016 IS/MND.

The proposed project as updated would not result in any of the conditions described in Section 15162 of the CEQA Guidelines. Therefore, preparation of an Addendum to the adopted MND provides an appropriate level of environmental review.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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



STAFF REPORT
HARBOR DISTRICT MEETING
July 10, 2025

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: June 24, 2025

TITLE: Consider Adopting Resolution 2025-06, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2025-2026

STAFF RECOMMENDATION: Review and adopt Resolution 2025-06 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2575053

SUMMARY: The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR), in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990, established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's principal harbors and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

DISCUSSION: To ensure that HSCs have the necessary resources to execute their designated duties, the OSPR Administrator has made grant funds available in each region to provide an executive secretariat to act as the coordinator for facilitating all communications between HSCs, subcommittees, and the OSPR. The CDFW has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the HSC of the Humboldt Bay Area, and to receive payment for these services.

Secretariat activities are performed continuously on an annual basis, and mainly consist of facilitating and hosting bi-monthly HSC meetings; Administrative support to the HSC; and editing, publication, and distribution of the annual Humboldt Bay HSP. The maximum reimbursement for the performance of all duties required by the agreement is \$22,774 per fiscal year. No matching funds are required.

ATTACHMENTS:

A Resolution 2025-06

B CDFW OSPR Grant Agreement Q2575053

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

RESOLUTION NO. 2025-06

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2025-2026

WHEREAS, the People of the State of California have enacted the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 covering all aspects of marine oil spill prevention and response in California. The provisions of the Act are implemented by the Administrator who heads the Office of Spill Prevention and Response; and

WHEREAS, California Government Code section 8670.23 directs the Administrator to establish a Harbor Safety Committee for the Humboldt Bay Area; and

WHEREAS, The Administrator has made grant funds available to provide an executive secretariat to ensure that Harbor Safety Committees have all resources necessary to execute their designated duties; and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District is the Port Authority for Humboldt Bay and is a member of the Harbor Safety Committee of the Humboldt Bay Area; and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, as a qualified local government agency, validly existing and in good standing under the laws of California, applied to the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and

WHEREAS, the California Department of Fish and Wildlife has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to receive payment for said services; and

WHEREAS, the California Department of Fish and Wildlife requires a Resolution from the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District approving and authorizing the financial assistance of the Secretariat Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:

1. Accepts the award of a Harbor Safety Committee Secretariat Services Grant in the amount of \$22,774.00 from the California Department of Fish and Wildlife Office of Spill Prevention and Response; and

2. Certifies that the Humboldt Bay Harbor, Recreation and Conservation District has reviewed, understands, and agrees to the provisions contained in the grant agreement; and
3. Delegates the authority to the Executive Director, or his/her designee, to execute the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, and to execute all other documents needed in connection with the Secretariat Services Grant Program.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 10th day of July 2025, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

STEPHEN KULLMANN, President
Board of Commissioners

AARON NEWMAN, 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. 2025-06 entitled,

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT
AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND
WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY
COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2025-26**

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

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of July 2025.

Aaron Newman, Secretary
Board of Commissioners



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE
HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES
HUMBOLDT BAY
GRANT AGREEMENT NUMBER – Q2575053**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Humboldt Bay Harbor, Recreation and Conservation District
PO Box 1030
EUREKA, CA 95502-1030

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to State of California Budget Act, Chapter 14, Item 3600-101-0320, the California Department of Fish and Wildlife (Grantor or CDFW), and in compliance with the Oil Spill Prevention and Response Act of 1990 as described in California Government Code 8670.23, the Office of Spill Prevention and Response (OSPR) Administrator is authorized to enter into this Grant Agreement (Agreement) and to make an award Humboldt Bay Harbor, Recreation and Conservation District (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$22,774.00, (Grant Funds) to financially support and assist the Grantee's implementation of Harbor Safety Committee Secretariat Services, Humboldt Bay (Project).

2.02 Term: The term of this Agreement is July 1, 2025, or upon the Grantor's approval, whichever is later, through June 30, 2026.

SECTION 3 – ELIGIBLE USES OF GRANT

Only the Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

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HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor as follows:

- 4.01 Existence and Power:** The Grantee is a public entity, validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with this Agreement’s terms.

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete this Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only the Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. The Grantee acknowledges that it may not transfer Grant Funds between or among budget line-items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to the Grantee according to the payment and report schedule identified in Section 8 – Reports.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow the Grantor to fund this Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, the Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** The Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by the Grantor.

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- 5.07 General Terms and Conditions:** The Public Entities General Grant Provisions (Exhibit 1.a) and the Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.
- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. The Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. The Grantee must include an explanation of and justification for any such request.
- 5.09 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The Grantee shall pay the prevailing wage to all persons employed in the performance of any part of this Project if required by law to do so.
- 5.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that this Project received funds through the CDFW. Further, the Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for the Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.11 California Business and Professions Code Compliance:** The Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** Each Harbor Safety Committee (HSC) is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's major harbors, and producing an annual Harbor Safety Plan (HSP). This function is considered to be essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.
- 6.02 Objectives:** To ensure the HSCs are able to execute their designated duties, the OSPR Administrator has entered into grant agreements in each region to provide

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an executive secretariat which will act as the coordinator for facilitating all communications between the HSC, subcommittees, and the OSPR regarding the editing, publication and distribution of the annual Humboldt Bay HSP. The activities are performed continuously on an annual basis.

6.03 Project Description: The Grantee will manage this Project as described below:

The Grantee's Program Administrator will serve as the coordinator for setting up full and subcommittee meetings of Humboldt HSC. The Grantee will facilitate these meetings, as well as facilitate communications between the Committee, its subcommittees, interested parties, and the OSPR.

The Grantee's Administrative Support will complete the various administrative tasks such as taking meeting minutes, maintaining databases, mailings, posting of notices, and safety plan distribution.

6.04 Location: Activities and meetings will primarily take place in the administration building in Humboldt County, California (Property).

6.05 Materials and Equipment: All materials (e.g., office supplies, notices, pamphlets, bulletins, harbor safety plans, etc.) necessary for the HSC will be furnished by the Grantee and procured with funding provided by the Grantor.

6.06 Project Implementation: Consistent with the Grantee's proposal for this Project, the Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables:

Task 1 – Project Management and Administration

The Grantee's Program Administrator will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, administering subcontracts, invoicing and payments, finalizing progress and final reports.

All aspects of this Project will be overseen by the Program Administrator and will be assisted by Administrative Support.

Task 1.1 – Secretarial Services

The Grantee Program Administrator, assisted by the Administrative Support, will provide secretariat services, along with associated expendable materials and supplies to the HSC.

Task 1.2 – HSC Meetings

The Grantee Program Administrator, assisted by Administrative Support, will organize and plan for bimonthly full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. All meetings and HSC business shall be conducted in accordance with the California Brown Act, Public Records Act, and the Federal Americans with Disabilities Act.

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Task 1.3 – Meeting Information

The Grantee Program Administrator, assisted by the Administrative Support, will post HSC meeting announcements and agendas in a conspicuous, publicly accessible space at the offices of the Humboldt Bay Harbor Recreation and Conservation District.

Task 1.4 – Correspondence

The Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate correspondence as required by the HSC. At the Program Administrator's request, the Grantee personnel will circulate notices of HSC vacancies and any public hearings or workshops that OSPR may be conducting in the local area.

Task 1.5 – Record Maintenance

The Grantee Program Administrator, assisted by the Administrative Support, will store and maintain, in an orderly manner, a paper record of all meeting materials (as referenced above), HSC-generated documents, and any other materials which support HSC business, or were provided at HSC meetings. This is the official HSC record which is deemed to be the State property and shall be transferred to OSPR upon request by the Project Manager.

Task 1.6 – Bollard Pull Testing

The Grantee Program Administrator, assisted by the Administrative Support, will maintain copies of current bollard pull test certificates issued by the International Association of Classification Societies for tugboats, which escort tank vessels in Humboldt Bay in accordance with state regulations.

Task 1.7 – Media Contacts

The Grantee Program Administrator, assisted by Administrative Support, will direct all media contacts for work performed under this agreement to OSPR's public information officer.

Task 1.8 – Acknowledgement of the Media

The Grantee Program Administrator, assisted by the Administrative Support, will acknowledge the support of the State of California whenever publicizing the work under this agreement in any media form.

Task 1.9 – Information Requests

Media and public requests for public documents, such as agendas and approved minutes, will be addressed directly by the Grantee Program Administrator, assisted by the Administrative Support.

Task 2 – Database Maintenance

With assistance from an Information Technology Subcontractor (Subcontractor 1), the Grantee Program Administrator, assisted by Administrative Support, will maintain a complete database of all HSC members and alternates, agency liaisons, advisors, Chairs of the other four HSCs, and all parties who have attended a meeting or expressed interest in HSC's business. The Grantee Program Administrator, assisted by the Administrative Support, may periodically purge the database by deleting parties who have requested it to be removed. This HSC database will be used for all mail distributions, notifications and/or contacts. The Grantee will work with Subcontractor 1 to maintain the HSC database.

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Task 3 – Meeting Schedule

Annually, the Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate the current-year meeting schedule to all parties identified in the HSC database.

Task 4 – Meeting Attendance

The Grantee Program Administrator, assisted by Administrative Support, will travel to and attend all full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. The Grantee Program Administrator, assisted by the Administrative Support, will prepare meeting agendas and minutes.

Task 5 – Meeting Materials

The Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate meeting materials including, but not limited to, meeting notices, agendas, minutes, correspondence, announcements, and handout materials. Meeting materials should be received by the parties identified in the HSC database at least five working days prior to an upcoming meeting. To be in compliance with the Brown Act, in no case shall parties receive materials less than 72 hours prior to an upcoming meeting. Electronic communications may be used, but requests for paper media will be accommodated.

Task 6 – Committee Roster

The Grantee Program Administrator, assisted by the Administrative Support, will maintain a current HSC roster (a subset of the HSC database) of all HSC members and alternates, agency liaisons, and advisors. The Grantee Program Administrator, assisted by the Administrative Support, will provide a copy of the roster to all parties identified in the HSC database at least once a year, or when significant changes occur.

Task 7 – HSC Database

Subcontractor 1 will annually publish and circulate the current HSP as approved by the HSC, as well as any revisions of addendums, to all parties identified in the HSC database. Use of electronic media is preferred, but requests for paper copies will be accommodated.

6.07 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	September 30, 2025 December 30, 2025 March 31, 2026

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		Monthly Invoices	Due within 30 days following each calendar month following grant execution.
		Final Report	June 30, 2026
		Final Invoice	June 30, 2026
1.1	Secretarial Services	Provide Secretarial Servies/Materials	June 15, 2026
1.2	HSC Meetings	Conduct Meetings	June 15, 2026
1.3	Meeting Information	Post HSC Meeting Information	June 15, 2026
1.4	Correspondence	Prepare and Circulate Correspondence	June 15, 2026
1.5	Record Maintenance	Maintain Records	June 15, 2026
1.6	Bullard Pull Testing	Maintain Certificates	June 15, 2026
1.7	Media Contacts	Direct Media Contacts	June 15, 2026
1.8	Acknowledgement of the Media	Acknowledge the Sate of CA	June 15, 2026
1.9	Information Requests	Address Requests	June 15, 2026
2	Database Maintenance	Maintain Database	June 15, 2026
3	Meeting Schedule	Annually Prepare and Circulate HSC Meeting Schedule	June 15, 2026
4	Meeting Attendance	Provide Secretariat Services. Attend HSC Meetings Every Other Month on the Third Thursday	July 31, 2025 September 30, 2025 November 28, 2025 January 30, 2026 March 31, 2026 May 29, 2026

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
5	Meeting Materials	HSC Materials and Meeting Minutes Shall Be Posted	No later than 14 days after each meeting.
6	Committee Roster	Maintain Committee Roster	June 15, 2026
7	HSC Database	Prepare and Submit Humboldt Bay Area HSP	June 15, 2026

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10-day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager		Grantee Project Manager	
Name:	Reuben Macaspac	Name:	Chris Mikkelsen
Title:	Oil Spill Prevention Specialist	Title:	Executive Director
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 375-5928	Phone:	(707) 443-0801
Email:	Reuben.macaspac@wildlife.ca.gov	Email:	Cmikkelsen@humboldtbay.org

Direct all administrative inquiries to:

CDFW Grant Coordinator		Grantee Project Coordinator	
Name:	Julia-Malia Olea	Name:	Denise Guerra
Title:	Contract/Grant Coordinator	Title:	Office Assistant
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 216-1303	Phone:	(707) 443-0801 ext. 124
Email:	julia-malia.olea@wildlife.ca.gov	Email:	Dguerra@humboldtbay.org

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HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

SECTION 8 – REPORTS

8.01 Progress Reports: The Grantee shall submit Quarterly Progress Reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide the Grantee with a sample Progress Report upon request.

Requirements: The Progress Reports will consist of one hard copy or one electronic PDF copy. The Progress Reports shall describe specific grant activities that are not captured in the meeting minutes such as: accomplishments achieved; problems and solutions; and any pertinent information that may become available to the HSC during the quarter. Since the Agreement is for one year, Progress Reports are required for the first three quarters only. The fourth-quarter Progress Report will serve as the Final Report.

8.02 Final Report: The Grantee shall submit a Final Report by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The report shall summarize the life of this Agreement and describe the work and results pursuant to Section 6 – Project Statement. The Final Report will consist of one hard copy or one electronic PDF copy. As stated above, the fourth quarter Progress Report will serve as the final report. It shall contain all items required in the quarterly report as well as a brief summation of all project activities performed throughout the complete term of the grant. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide the Grantee with a sample Final Report template, upon request.

8.03 Document Accessibility: CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and Response Harbor Safety Committee Secretariat Services Grant Program Final Reports will be posted to CDFW's website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: The Grantor will provide an amount not to exceed \$22,774.00 as detailed in the Line-Item Budget Detail (Budget) below. The Grantee or its partners will provide up to \$0 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee's Final Report.

Q2575053**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

Line-Item Budget Detail	
A. PERSONNEL SERVICES	
Program Administrator (\$50/hour @ 35 hours)	\$1,750.00
Administrative Support (\$30/hour @ 367 hours)	\$11,010.00
Subtotal Personnel Services	\$12,760.00
Staff Benefits 25%	\$3,190.00
Total Personnel Services	\$15,950.00
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List Grantee field supplies in Section 6.05 – Materials and Equipment)	\$5,000.00
Travel (Not to exceed state reimbursement rates)	\$1,250.00
Subtotal Operating Expenses: General	\$6,250.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1 – HSC Website Maintenance	\$574.00
Subtotal Operating Expenses: Subcontractors	\$574.00
D. OPERATING EXPENSES: EQUIPMENT	
Not Applicable	\$0.00
Subtotal Operating Expenses: Equipment	\$0.00
E. INDIRECT COSTS	
Indirect Charge Rate – 0% (Applies to Sections A + B only)	\$0.00
F. GRAND TOTAL (A+B+C+D+E)	\$22,774.00

9.01.1 Budget Flexibility: The Grantee must submit all budget line-item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line items may be permitted. Any revision to the Line-Item Budget Detail must comply with Section 5.08 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 – Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the

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Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: The Grantor will disburse Grant Funds to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Date and/or Deliverables.

The Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Humboldt Bay Harbor Recreation and Conservation District
Attention:	Chris Mikkelsen
Address:	P.O. Box 1030 Eureka, CA 95502-1030

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there is cost share involved with this Project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide the Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. The printed name of the Grantee on company letterhead;

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HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

3. The Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. The name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q2575053-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
9. The original signature of the Grantee; and
10. The Grantee must provide supporting documentation for the invoice and actual receipts.

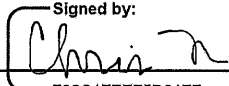
Q2575053

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signed by:  Signature: _____

Printed Name: Chris Mikkelsen

Title: Executive Director

Date: 3/28/2025

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Amy Mowrer

Title: Branch Manager, Business Management Branch

Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 28, 2025

Chris Mikkelsen
Humboldt Bay Harbor, Recreation and Conservation District
PO Box 1030
EUREKA, CA 95502-1030

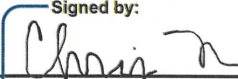
Re: Q2575053 – Humboldt Safety Committee Secretariat Services – Humboldt Bay

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

Signed by:  3/28/2025

Authorized Signature Date

Chris Mikkelsen, Executive Director

Printed Name and Title of Person Signing



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT:** This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT:** Grantee agrees that CDFW, the Department of Finance ("DOF"), Department of General Services ("DGS"), California State Auditor's Office ("CSA"), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW's final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend, and save harmless the State of California ("State") and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES:** Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

11. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the Project through the use of one or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

15. **POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
16. **TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
17. **LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

18. **GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
19. **EQUIPMENT PURCHASES:** For purposes of this Agreement, "**Equipment**" means tangible personal property having a useful life of four years, and "**Major Equipment**" means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

20. **GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
21. **DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

22. UNION ORGANIZING: Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

23. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2575053

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

Grantee and its subcontractor(s), collectively referred to as "Grantee", shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.