

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

DATE: April 25, 2013

TIME: 6:00 p.m. Executive Closed Session
7:00 p.m. Regular Session

PLACE: Woodley Island Marina Meeting Room

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

1. **Call to Order at 6:00 p.m.**
 - a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections 54956.8 (Conference with Real Property Negotiator) and 54957.6 (Negotiations with Represented Employees)
 1. Conference with Real Property Negotiator
Negotiating Parties: Paul Brisso, District Counsel; Mike Wilson, Board President; Richard Marks, Vice President; Jack Crider, Chief Executive Officer

Under Negotiation:
Freshwater Tissue Company property purchase negotiations
 2. Conference with Labor Negotiator
Agency Negotiators: Chief Executive Officer, District Counsel, Two (2) or less of the members of the Board of Commissioners
Employee Organization: As recognized by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District, including International Longshore and Warehouse Union, Local 14A.
2. **Adjourn Executive Closed Session**
3. **Call to Order Regular Session at 7:00 P.M. and Roll Call**
4. **Pledge of Allegiance**
5. **Report on Executive Session**
6. **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. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

Agenda for April 25, 2013 Regular Board Meeting

7. Consent Calendar

Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.

- a. Consideration of approval of minutes from the February 4, 2013 Special Board Meeting.

8. Communications and Reports

- a. Chief Executive Officers Report
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other

9. Non Agenda

10. Unfinished Business

- a. Consideration of 2013 Permit Fees to operate a Charter Service at Woodley Island Marina.

11. New Business

- a. Consideration of Permit and Agreement to Operate a Charter Service with Tony Sepulveda dba *Shellback Sport Fishing*.
- b. Consideration of Permit and Agreement to Operate a Charter Service with Gary Blasi dba *Full Throttle Sportfishing*.
- c. Consideration of Permit and Agreement to Operate a Charter Service with Matt Dallam dba *Northwind Charters*.
- d. Consideration of Permit and Agreement to Operate a Charter Service with Tim Klassen and Sherry Klassen dba *Reel Steel Sportfishing*.
- e. Consideration of approval of Application and Permit for Use of Woodley Island to Commercial Fishermen's Wives of Humboldt to hold a Memorial Service on May 27, 2013 at 9:30 a.m.
- f. Consideration of extension of Permit 2007-01 to the City of Arcata for the McDaniel Slough Wetland Enhancement Project.
- g. Consideration of a Memorandum of Understanding to become a member of the UpState RailConnect Committee.
- h. Consideration of amendment 2013-01 to Coast Seafoods' use permit 04-03.
- i. Consideration of adoption of Resolution 2013-04, which establishes findings regarding the Final Programmatic Environmental Impact Report for the Humboldt Bay Regional *Spartina* Eradication Plan (FEIR, Exhibit B), and the associated Mitigation Monitoring and Reporting Program (included as part of Exhibit B).
- j. Consideration of adopting the Humboldt Bay Regional Invasive *Spartina* Eradication Plan (Exhibit C), with FEIR mitigation measures fully incorporated, and accepting the Harbor District's "Coordinator" role as outlined in the Plan.
- k. Consideration of authorizing acceptance of a \$500,000 grant from the Coastal Conservancy for implementation of the Humboldt Bay Regional Invasive *Spartina* Eradication Plan.

12. Administrative and Emergency Permits

13. Adjournment

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MINUTES (Subject to Approval)
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

February 4, 2013

PRESENT

Commissioner Newman (by phone)
Commissioner Dale
Commissioner Wilson
Commissioner Marks
Commissioner Higgins

President Wilson called to order the Regular Meeting of the Board of Commissioners at 11:05 a.m.

President Wilson led those present in the Pledge of Allegiance.

Public Comment: None

The Board of Commissioners adjourned to Executive Closed Session at 11:07 a.m.

President Wilson adjourned the Executive Closed Session at 12:40 p.m.

President Wilson called to order the Regular Meeting of the Board of Commissioners at 12:41 p.m.

District Counsel reported on the Executive Closed Session as follows: Freshwater Tissue Company property purchase negotiations – No action taken.

The Special Meeting of the Board of Commissioners was adjourned at 12:45 p.m.

APPROVED BY:

RECORDED BY:

Patrick Higgins
Secretary

Patricia Tyson
Director of Administrative Services

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HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Tony Sepulveda
dba SHELLBACK SPORT FISHING
4893 Cummins Road
Eureka, CA 95503

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **TONY SEPULVEDA, dba SHELLBACK SPORT FISHING** hereinafter referred to as "**TONY SEPULVEDA.**"

WHEREAS, TONY SEPULVEDA will be the Lessees of Slip Number 04, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about 28 February, 2013, TONY SEPULVEDA made a written application to the District for a Permit from the District to operate the business **SHELLBACK SPORT FISHING** on a vessel moored at Slip Number 04, Float D at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **TONY SEPULVEDA**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **TONY SEPULVEDA, SHELLBACK SPORT FISHING**, to operate the business **SHELLBACK SPORT FISHING** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **TONY SEPULVEDA** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2013 and terminating on April 30, 2016. District or **TONY SEPULVEDA** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **TONY SEPULVEDA** with or without cause or reason by giving **TONY SEPULVEDA** sixty (60) days written notice of termination and **TONY SEPULVEDA** shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **TONY SEPULVEDA, at 4893 Cummings Road, Eureka, CA 95503.**

In the event **TONY SEPULVEDA** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **TONY SEPULVEDA's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **TONY SEPULVEDA's** Berthing Permit and Rental Agreement for the Woodley

Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.

3. In addition to the monthly rental payable by **TONY SEPULVEDA** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **TONY SEPULVEDA** shall pay District the sum of _____ per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.
4. On or prior to the date of the Agreement, to wit: May 01, 2013, **TONY SEPULVEDA** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **TONY SEPULVEDA** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **TONY SEPULVEDA** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **TONY SEPULVEDA** shall forthwith cease and stop their **SHELLBACK SPORT FISHING** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **TONY SEPULVEDA** shall, prior to commencing operation of **SHELLBACK SPORT FISHING**, obtain any and all necessary permits, if applicable, including

but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.

6. **TONY SEPULVEDA** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **TONY SEPULVEDA**, and **TONY SEPULVEDA** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **TONY SEPULVEDA** agrees to hold harmless, indemnify, and hold District non-responsible for any of **TONY SEPULVEDA**'s operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.
7. **TONY SEPULVEDA** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **TONY SEPULVEDA** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to

attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **TONY SEPULVEDA** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **TONY SEPULVEDA** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.
10. This Permit and Agreement is not transferable or assignable by **TONY SEPULVEDA** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **TONY SEPULVEDA** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **TONY SEPULVEDA** is hereby notified by the District that this Permit and Agreement to Operate **SHELLBACK SPORT FISHING** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **TONY SEPULVEDA** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **TONY SEPULVEDA** agrees and acknowledges that they have actual notice pursuant

to Section 107.6 of the California Revenue and Taxation Code and that **TONY SEPULVEDA** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **TONY SEPULVEDA** hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **TONY SEPULVEDA** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

TONY SEPULVEDA, dba, SHELLBACK SPORT FISHING, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013

By _____

**TONY SEPULVEDA, Owner
SHELLBACK SPORT FISHING**

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HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Gary Blasi
dba *Full Throttle Sportfishing*
7526 Elk River Road
Eureka, CA 95503

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **GARY BLASI** an individual, dba ***Full Throttle Sportfishing*** hereinafter referred to as "**GARY BLASI.**"

WHEREAS, Gary Blasi will be the Lessee of Slip Number 06, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about March 31, 2007 Gary Blasi made a written application to the District for a Permit from the District to operate the business ***Full Throttle Sportfishing*** on a vessel moored at Slip Number 06, Float D at the Woodley Island Marina; and

WHEREAS, on or about March 11, 2013 Gary Blasi made written application to renew the Permit to operate the business ***Full Throttle Sportfishing*** on a vessel moored at Slip Number 06, Float D at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Gary Blasi**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Gary Blasi**, an individual, to operate the business ***Full Throttle Sportfishing*** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Gary Blasi** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2013 and terminating on April 30, 2016. District or **Gary Blasi** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Gary Blasi** with or without cause or reason by giving **Gary Blasi** sixty (60) days written notice of termination and **Gary Blasi** shall terminate his business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Gary Blasi**, at 7526 Elk River Road, Eureka, CA 95503. In the event **Gary Blasi** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Gary Blasi's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Gary Blasi's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.

3. In addition to the monthly rental payable by **Gary Blasi** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Gary Blasi** shall pay District the sum of _____ per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.
4. On or prior to the date of the Agreement, to wit: May 01, 2013, **Gary Blasi** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Gary Blasi** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Gary Blasi** from liability for bodily injury, death, or property damage as a result of his operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Gary Blasi** shall forthwith cease and stop his **Full Throttle Sportfishing** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Gary Blasi** shall, prior to commencing operation of **Full Throttle Sportfishing**, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license, County of Humboldt Health Department certificate and California Department of Fish and Wildlife licenses.

6. **Gary Blasi** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Gary Blasi** and **Gary Blasi** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Gary Blasi** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Gary Blasi's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.
7. **Gary Blasi** at all times shall comply and shall obtain compliance of Lessee's family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Gary Blasi** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **Gary Blasi** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **Gary Blasi** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.
10. This Permit and Agreement is not transferable or assignable by **Gary Blasi** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Gary Blasi** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Gary Blasi** is hereby notified by the District that this Permit and Agreement to Operate ***Full Throttle Sportfishing*** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Gary Blasi** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Gary Blasi** agrees and acknowledges that he has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Gary Blasi** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in

conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina. **Gary Blasi** hereby acknowledges that he has actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Gary Blasi** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and his Berthing Permit and Rental Agreement for his vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Gary Blasi, an individual, dba, *Full Throttle Sportfishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013

By _____
**GARY BLASI, Owner
*Full Throttle Sportfishing***

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

11c

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Matt Dallam
dba **NORTHWIND CHARTERS**
P.O. Box 402
Blue Lake, CA 95525

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **Matt Dallam**, dba **Northwind Charters** hereinafter referred to as "**Matt Dallam**."

WHEREAS, **Matt Dallam** will be the Lessees of Slip Number 02, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about May 17, 2012, **Matt Dallam** made a verbal application to the District for a Permit from the District to operate the business **Northwind Charters** on a vessel moored at Slip Number 02, Float D at the Woodley Island Marina; and

WHEREAS, on March 11, 2013, **Matt Dallam** made written application to renew the Permit to operate the business **Northwind Charters** on a vessel moored at Slip Number 02, Float D at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph a of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Matt Dallam**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Matt Dallam, Northwind Charters**, to operate the business ***Northwind Charters*** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Matt Dallam** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2013 and terminating on April 30, 2016. District or **Matt Dallam** may terminate this Permit and Agreement by giving sixty 60 days written notice of termination to the other party. District may terminate this Permit and Agreement with **Matt Dallam** with or without cause or reason by giving **Matt Dallam** sixty 60 days written notice of termination and **Matt Dallam** shall terminate their business, as defined in Paragraph 1, 60 days from the date of personal service of said written notice of termination or sixty 60 days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Matt Dallam**, at P.O. Box 402, Blue Lake, CA 95525. In the event **Matt Dallam** are in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Matt Dallam's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Matt Dallam's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty 60 day notice of termination provisions.

3. In addition to the monthly rental payable by **Matt Dallam** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Matt Dallam** shall pay District the sum of _____ per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.
4. On or prior to the date of the Agreement, to wit: May 01, 2013, **Matt Dallam** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Matt Dallam** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Matt Dallam** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Matt Dallam** shall forthwith cease and stop their ***Northwind Charters*** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Matt Dallam** shall, prior to commencing operation of ***Northwind Charters*** obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.
6. **Matt Dallam** agrees that neither the Humboldt Bay Harbor, Recreation and

Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Matt Dallam**, and **Matt Dallam** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Matt Dallam** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Matt Dallam's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **Matt Dallam** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Matt Dallam** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.
9. **Matt Dallam** may place a sign on the vessel the size of which must be

approved by the District's Chief Executive Officer. **Matt Dallam** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **Matt Dallam** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Matt Dallam** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Matt Dallam** is hereby notified by the District that this Permit and Agreement to Operate *Northwind Charters* in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Matt Dallam** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Matt Dallam** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Matt Dallam** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the

vessel for Woodley Island Marina. **Matt Dallam** hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Matt Dallam** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Matt Dallam, dba, *Northwind Charters*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013 By _____
**MATT DALLAM, Owner
*Northwind Charters***

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

11d

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Tim Klassen and Sherry Klassen
dba *Reel Steel Sportfishing*
6934 Seaview
Eureka, CA 95503

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **TIM KLASSEN** and **SHERRY KLASSEN**, REEL STEEL CORPORATION, dba ***Reel Steel Sportfishing*** hereinafter referred to as "**TIM and SHERRY KLASSEN.**"

WHEREAS, **Tim and Sherry Klassen** will be the Lessees of Slip Number 08, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about May 02, 2007, **Tim and Sherry Klassen** made a written application to the District for a Permit from the District to operate the business ***Reel Steel Sportfishing*** on a vessel moored at Slip Number 08, Float D at the Woodley Island Marina; and

WHEREAS, on or about March 11, 2013, **Tim and Sherry Klassen** made a written application to renew the Permit to operate the business ***Reel Steel Sportfishing*** on a vessel moored at Slip Number 08, Float D at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Tim and Sherry Klassen**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Tim and Sherry Klassen**, Reel Steel Corporation, to operate the business *Reel Steel Sportfishing* for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Tim and Sherry Klassen** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2013 and terminating on April 30, 2016. District or **Tim and Sherry Klassen** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Tim and Sherry Klassen** with or without cause or reason by giving **Tim and Sherry Klassen** sixty (60) days written notice of termination and **Tim and Sherry Klassen** shall terminate their business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Tim and Sherry Klassen**, at 6934 Seaview, Eureka, CA 95503. In the event **Tim and Sherry Klassen** are in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Tim and Sherry Klassen's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to

operate a Charter Service shall terminate forthwith on the date of termination of **Tim and Sherry Klassen's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.

3. In addition to the monthly rental payable by **Tim and Sherry Klassen** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Tim and Sherry Klassen** shall pay District the sum of _____ per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.
4. On or prior to the date of the Agreement, to wit: May 01, 2010, **Tim and Sherry Klassen** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Tim and Sherry Klassen** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Tim and Sherry Klassen** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Tim and Sherry Klassen** shall forthwith cease and stop their **Reel Steel Sportfishing** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.

5. **Tim and Sherry Klassen** shall, prior to commencing operation of *Reel Steel Sportfishing*, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.
6. **Tim and Sherry Klassen** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Tim and Sherry Klassen**, and **Tim and Sherry Klassen** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Tim and Sherry Klassen** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Tim and Sherry Klassen's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.
7. **Tim and Sherry Klassen** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Tim and Sherry Klassen** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers,

sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **Tim and Sherry Klassen** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **Tim and Sherry Klassen** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.
10. This Permit and Agreement is not transferable or assignable by **Tim and Sherry Klassen** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Tim and Sherry Klassen** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Tim and Sherry Klassen** are hereby notified by the District that this Permit and Agreement to Operate *Reel Steel Sportfishing* in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Tim and Sherry Klassen** and/or the party in whom the possessory interest is vested may be subject to

the payment of property taxes levied upon such interests. **Tim and Sherry Klassen** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Tim and Sherry Klassen** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Tim and Sherry Klassen** hereby acknowledge that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Tim and Sherry Klassen** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Tim and Sherry Klassen, Reel Steel Corporation, dba, *Reel Steel Sportfishing*,
as Permittees in this Permit and Agreement hereby accepts and agrees to all terms and
conditions herein above set forth.

Dated: _____, 2013

By _____
TIM KLASSEN, Owner
Reel Steel Sportfishing

Dated: _____, 2013

By _____
SHERRY KLASSEN, Owner
Reel Steel Sportfishing

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Mike Wilson
 4th Division
 Richard Marks
 5th Division
 Pat Higgins

HUMBOLDT BAY
 HARBOR, RECREATION AND CONSERVATION
 DISTRICT
 (707) 443-0801
 P.O. Box 1030
 Eureka, CA 95502-1030
 (707) 443-0800 Fax



APPLICATION AND PERMIT FOR USE OF WOODLEY ISLAND

Date(s): Mon. May 27, 2013 Time(s): 9:30 AM / 1:00 AM

Location Requested: Fishermens Memorial-Statue Area
 (See Attached Map)

Type of Event: Picnic Overnight Use Multi-Day: Other (describe) Memorial Service

Name of Sponsoring Organization Comm. Fishermen's Wives of Humboldt

Type of Organization Club Estimated Number of People Attending ± 25

Responsible Individual Suzie Howser, Secretary CFWH
 (Printed Name)

PO Box 457 Bayside, CA 95524 443-0801 wk
 Address, City, State, Zip Telephone Number

Refund Deposit to: CFWH
 (Printed Name)

PO Box 457 Bayside CA 95524
 Address, City, State, Zip Telephone Number

FOR DISTRICT USE ONLY

Deposit:		Rental Fee:	
Date Paid:	Receipt #:	Date Paid:	Receipt #:
Approved By:		Additional Insurance:	
Map Attached:	Parking Lot or Street Closure:		
Temporary Restrooms:	Fresh Water Needed:	Power Needed:	
PA or Music:	Alcohol Served:	Grills/BBQ's:	
Food Being Sold:	Access to Docks:	Additional Security:	
Shower Access:	Keys Issued:	Camping Area:	
Setup Date/Time:	Take Down-Clean up Date/Time:		
Additional Permits		City of Eureka Permit:	
Alcohol Beverage Control:		HC Environmental Health:	
Other Permit(s):			
Use Area Clean:		Additional Clean Up Required:	
Damages to Facilities:			

Need 12 Chairs and Lectern Please Application and Permit for Use

Do you need access to fresh water?: NO Electricity?: NO (Depending on the location of your event, District may not be able to provide you with water and power. Also, use of your own generator may be permitted depending on location of your event. Please discuss with District your specific needs.

Will you have amplified Music? NO P.A. System NO Band Name _____
No amplified music or P.A. systems used between 10:00 p.m. and 6:00 a.m.

Grills/Bar-B-Ques Used? NO All Grills/Bar-B-Ques must be above ground and used on paved areas only. A properly charged fire extinguisher must be located within twenty (20) feet of each Grill/Bar-B-Que. NO OPEN FIRES ALLOWED.

Alcoholic Beverages Served? NO Type _____ Admission Charged? _____

Food Served? Cookies Admission Charged? NO Woodley Island is located within Eureka City limits – City of Eureka, Humboldt County Environmental Health, Alcohol Beverage Control and other agencies may require addition permits. It is Applicant's responsibility to obtain all proper permits necessary for the event.

Applicant may also be required to rent additional restroom facilities for the duration of their event so as not to overburden District facilities and staff. Additional requirements may be necessary depending on the event and is subject to District discretion.

Contributions Solicited? NO Proceeds Used For? _____ The Applicant is hereby notified by the District that this Permit or property interest created herein, if any, may be subject to a possessory interest property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Applicant/or party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Applicant shall provide and maintain a Commercial General Liability policy of "protection and indemnity insurance" insuring Applicant from liability for bodily injury, death, or property damage as a result of their activities and shall name HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT as an additional insured and provide DISTRICT with a Certificate of Insurance stating the amount of the insurance and proof that the DISTRICT is an additional named insured, and the agreement of said insurance company that DISTRICT shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In this connection, District agrees to submit to Applicant in writing, within five days after the term, a detailed listing of all claimed property damage or personal injuries for which Applicant is responsible, and allow Applicant to inspect the property so damaged.

Application does not guarantee permit for use. No event will be deemed "booked" until approved by the District and all fees are paid. The District reserves the right to cancel reservations for failure to meet payment requirement or in the event of an emergency or other unforeseen District use. If Applicant finds it necessary to cancel the event, District requires ten (10) business days advance notification otherwise deposit is forfeit. Failure to clean use area and/or damage to District property will be cause for deposit forfeit and additional charges if necessary.

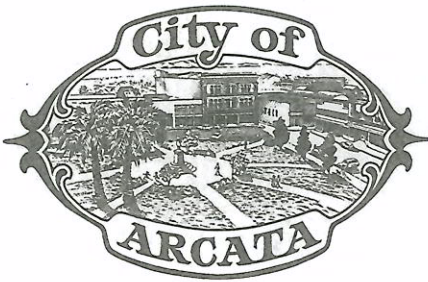
No pets are allowed at Woodley Island Marina. Deer, birds, etc, may be within your area of use. These are wild animals. Please do not approach, chase, feed, or disturb the wildlife. Use of open flames, weapons, firearms, and pyrotechnics are prohibited.

The undersigned acknowledges that they have the authority to act as a representative of the organization entering into this agreement. The undersigned further certifies that the above information is correct; agrees to pay the required fee in full prior to the event; agrees to obey the rules and regulations; assumes full responsibility for any damages sustained to the buildings, grounds, furniture or equipment, and for the acts or conduct of all persons admitted to the premises; and agrees to reimburse District for any event-related expenses (additional security, equipment, supplies, etc. as required).

The undersigned further agrees to hold the District and its employees or agents free and harmless from all claims, or liabilities for damages of any person or persons, for injuries to persons, or loss or damages to property occasioned by or in connection with the use of the premises caused by any source whatsoever.

Event Contact Person (please print) Suzie Houser, Sec. CFWH
Home Phone _____ Work Phone: 443-0801 Cellular Phone _____

Signature Suzie Houser Date 04-05-13
Responsible Individual



736 F Street
Arcata, CA 95521

City Manager
(707) 822-5953

Environmental Services
822-8184

Police
822-2428

Recreation
822-709

Community Development
822-5955

Finance
822-5951

Public Works
822-5957

Transportation
822-3775

HF

April 16, 2013

RECEIVED

APR 18 2013

H.B.H.R. & C.D.

Dan Berman
Director of Conservation
Humboldt Bay Harbor, Recreation & Conservation District
P.O. Box 1030
Eureka, CA 95502

RE: City of Arcata; McDaniel Slough: Humboldt Bay Harbor, Recreation & Conservation
District Permit #2007-01

Dear Dan:

On behalf of the City of Arcata, I would like to request an extension to June 28, 2014 to permit #2007-01 issued by the Harbor District for the above referenced project. Early rains prevented the contractor from completing the work and required the City to extend the deadline for completing this project to late 2013/early 2014.

In 2011, the City completed the 3,528 foot western levee section to 7 feet and constructed seasonal freshwater and brackish wetlands. Early rains and wet site conditions required a work suspension.

In 2012 the City completed 90% of the final 1,360-foot eastern levee section, the western 23 acre palustrine wetland, the 3,528-foot western levee section, and the 10 acre brackish wetlands.

In the late spring or summer of 2013, the City will complete the final 1,360-foot section of the levee, tie into to the CalTrans right of way and remove tide gates. The breach of the bay front levee is planned for the fall of 2013.

If you have any questions regarding this, please do not hesitate to contact me at 825-2151 or jneander@cityofarcata.org.

Sincerely,

JULIE NEANDER
Environmental Programs Manager

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UPSTATE RAILCONNECT COMMITTEE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the UpState RailConnect Committee Agencies and the Humboldt Bay Harbor, Recreation and Conversation District (Harbor District).

The general purpose of this MOU is for the Harbor District to become a member of the UpState RailConnect Committee and participate in production of the Humboldt Bay Alternative Rail Route Feasibility Study. The Upstate RailConnect Committee Agencies will gather public input; conduct public outreach efforts in each member agencies region; review documents such as Request for Proposals, consultant submittals, draft and final reports; participate in consultant selection; provide consultant oversight; assist with grant writing and local technical in-kind efforts; and other tasks as mutually agreed upon by the UpState RailConnect Committee members.

The Harbor District is a local government entity created by the State with the purpose of managing Humboldt Bay for the promotion of commerce, navigation, fisheries, recreation and the protection of natural resources. The Harbor District serves as Humboldt Bay's Port Authority providing vessel pilot services, vessel support for fire and rescue, safe harbor moorage and docking facilities at multiple berths. The Harbor District also has the regulatory power under The Harbor and Navigation Code Appendix II, to acquire, construct, maintain and operate railroads within Humboldt County. Reestablishing a rail line connection between the Harbor District's facilities and the national rail system would improve shipping opportunities.

The Harbor District Board of Commissioners will appoint two representatives that will attend and participate in UpState RailConnect meetings and will provide staff and technical consultants for committee support. The Harbor District as a committee member agrees not to have power or authority to create any legal obligation on the part of the UpState RailConnect Committee or its agency members.

There is no financial obligation created by this MOU on any of the UpState RailConnect Committee member agencies. The Harbor District agrees to cover their own expenses to participate.

The term of this MOU is three (3) years. This MOU may be extended for up to three (3) additional years by mutual agreement of the UpState RailConnect Committee. Any member agency may have the option to withdraw at any time.

DATE; _____

Mike Wilson
President
Humboldt Bay Harbor Recreation
and Conservation District

lh

Agenda Report

For Agenda of: April 25, 2013

Title: 11h. Consideration of approving amendment 2013-01 to Coast Seafoods' use permit (# 04-03).

Place on Agenda: New Business 11h

Summary of the Issue: Coast Seafoods has requested an amendment of their existing permit authorizing shellfish culture operations in Humboldt Bay. The amendment would allow Coast to use an alternative culture method, called bag-on-longline, in the 10.86 acre area currently permitted for rack and bag culture.

Both methods are a variation on the same theme of growing adult oysters in plastic mesh bags suspended above the bottom in the intertidal mudflats. Rack and bag culture uses rectangular bags laying flat on rebar racks, which are regularly turned over by company personnel, and periodically opened and sorted for size and quality. Bag-on-longline culture uses cylindrical mesh containers clipped to a line, which is supported by posts and small anchors. It requires less frequent maintenance, which is the stated motivation for the amendment request.

Coast has provided a report describing the bag-on-longline culture method, and comparing its projected environmental effects with the currently permitted rack and bag method. In brief, the proposed new method is expected to result in:

- Fewer site visits by Coast personnel and therefore less associated disturbance to the surrounding flora and fauna
- An overall reduction in the number of cultured oysters per unit area, and therefore a reduction in any potential impact to the bay's carrying capacity for filter feeding organisms;
- Less overall ground coverage, reducing the shaded 'footprint' of the operation on eelgrass and other benthic and infaunal species.

The requested change in culture method will result in lesser environmental impacts than those already considered in the CEQA analysis for the existing permit and approved at that time. Therefore approving the amendment request does not require new CEQA review, as the potential impacts fall within those already approved in the MND for the existing permit.

Attached for your information are:

- a) Coast Seafoods' request for the amendment, including the final memorandum describing the new culture method and evaluating its impacts relative to the rack and bag method
- b) Draft Permit amendment 13-01 to Permit 04-03, for your consideration of approval. The permit amendment would allow Coast Seafoods to utilize the bag-on-longline method within the areas currently approved for rack and bag.

Fiscal Impact: There are no fiscal impacts expected with the issuance of this permit amendment

Staff Recommendation:

Staff recommends that the Board of Commissioners:

1. Grant Permit Amendment 13-01 to Coast Seafoods Company allowing the use of the bag-on-longline culture method in place of the rack and bag method.

Staff makes these recommendations on the following basis:

- This project is consistent with the Humboldt Bay Management Plan and with the District's tidelands trust responsibility;
- The potential environmental impacts of approving this change in culture method fall within the impacts previously considered and approved in the CEQA process for the underlying permit;
- The permit amendment conditions include, among other things, completion of any other required permitting for the project.

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

11h

AMENDMENT 13-01 TO PERMIT 04-03

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

Permittee:

Coast Seafoods Company
25 Waterfront Drive
Eureka, CA 95501

Project:

Coast Seafoods Company Use of 'Basket-on-Longline' Culture Method in Growing Areas
Previously Approved for Rack and Bag Culture

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 'Amendment 13-01 to Permit 04-03', received by the **District** on January 24th, 2013, and **Coast Seafoods Company, 25 Waterfront Drive, Eureka, CA**, hereinafter referred to as "**Permittee**", and the Board of Commissioners of the **District** having on April 25th 2013 approved said Application by **Permittee** for the use of the 'Basket-on-Longline' culture method in growing areas previously approved for the 'Rack and Bag' culture method, the **Permittee** is hereby authorized to implement the Coast Seafoods Basket-on-Longline culture technique as more particularly described in the Application filed with the **District**.

You are hereby authorized to implement the Coast Seafoods Basket-on-Longline culture technique as described in the Permit Amendment Application of **Permittee** consisting of:

The installation and use of the Basket-on-Longline culture method on 10.68 acres of tidelands that were previously approved for the rack and bag culture method in District Use Permit 04-03. The proposed method conversion will occur in those areas shown on Figure 1 of the Amendment Application, and the physical arrangement of the culture on the site will not exceed the density or spacing outlined in the Amendment Application and associated Memo dated April 1st 2013. Coast Seafoods Company shall maintain compliance with the mitigation measures associated with the underlying Use Permit 04-03.

The location of the proposed work of improvement shall be in the tide and submerged lands of Humboldt Bay as described in the attached application. The area is not assigned a Parcel Number by the County.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. That **Permittee**, in implementing this project, shall fully comply with all conditions of Permit 04-03 (attached), including implementing all mitigation measures provided in the adopted Mitigated Negative Declaration associated with Permit 04-03, as well as the associated Mitigation Monitoring and Reporting Program for the activities associated with Permit 04-03
2. That no work authorized by this Permit Amendment shall be implemented until all other permits or approvals required by other agencies for this project are obtained, including but not limited to:
 - A. United States Army Corps of Engineers San Francisco District
 - B. State of California Coastal Commission
 - C. State of California Regional Water Quality Control Board, North Coast Region

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

3. 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;
4. That the **Humboldt Bay Harbor, Recreation and Conservation District**, its Commissioners, or any officer or employee of the **Humboldt Bay Harbor, Recreation and Conservation 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 **Humboldt Bay Harbor, Recreation and Conservation 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.
5. That the Board of Commissioners of the **District** may revoke this Permit Amendment at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit Amendment, or a finding of substantial new information regarding the effect of the Permitted activities.
6. 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 Amendment.
7. That neither the **Humboldt Bay Harbor, Recreation and Conservation District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for the injury or damage to any person or

property or for the work authorized by this Permit Amendment, and the **Permittee** shall indemnify and hold harmless the **District**, its Commissioners and officers free and harmless from any liability for any such injury, death or damage.

8. That as a condition to the issuance of this Permit Amendment, **Permittee** agrees to indemnify and hold harmless **Humboldt Bay Harbor, Recreation and Conservation District** from an against any and all liability, loss, or damage **Humboldt Bay Harbor, Recreation and Conservation District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **Humboldt Bay Harbor, Recreation and Conservation District** by any and all third parties as a result of third party environmental actions against **Humboldt Bay Harbor, Recreation and Conservation District** arising out of the subject matter of this Permit Amendment, 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 Amendment.
9. That this Permit Amendment is valid as of the 25th day of April 2013, 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 25 day of April 2013, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

MIKE WILSON, President
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District

Coast Seafoods Company, Permittee, in the above Permit Amendment, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **Humboldt Bay Harbor, Recreation and Conservation 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.

Coast Seafoods Company, Permittee, in the above Permit Amendment, agrees to indemnify and hold harmless **Humboldt Bay Harbor, Recreation and Conservation 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 Amendment 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 Amendment.

Coast Seafoods Company

Signature _____

Name _____

Title _____

Date _____