

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

**DATE:** September 26, 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 Negotiators) and 54957(b)(1) (Public Employee Performance Evaluation)

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Discussion of Freshwater Tissue Company's Reciprocal Easement Agreement and terms of Purchase and Sale Agreement and Louisiana-Pacific Company's Tolling Agreement  
Agency negotiators: Jack Crider, Chief Executive Officer; Paul Brisso, District Counsel; Mike Wilson, Board President; Richard marks, Board Vice President  
Under negotiation: Price and/or terms of payment

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Chief Executive Officer (Annual Evaluation)

**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 September 26, 2013 Regular Board Meeting**

### **7. Consent Calendar: None**

*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 May 2, 2013 Special Board Meeting.
- b. Consideration of approval of minutes from the May 9, 2013 Board Meeting.
- c. Consideration of approval of minutes from the May 16, 2013 Special Board Meeting.
- d. Consideration of approval of minutes from the May 23, 2013 Board Meeting.
- e. Consideration of approval of minutes from the June 13, 2013 Board Meeting.
- f. Consideration of approval of minutes from the June 27, 2013 Board Meeting.
- g. Consideration of approval of minutes from the July 11, 2013 Board Meeting.
- h. Consideration of approval of minutes from the July 25, 2013 Board Meeting.

### **8. Communications and Reports**

- i. Chief Executive Officers Report
- j. Staff Reports
- k. District Counsel's and District Treasurer's Reports
- l. Commissioner and Committee Reports
- m. Other

### **9. Non Agenda**

### **10. Unfinished Business**

### **11. New Business**

- a. Consideration of contract with SHN Consulting Engineers and Geologists, Inc. for a feasibility study for the beneficial reuse of dredged materials for tidal marsh restoration and sea level rise adaptation in Humboldt Bay.
- b. Consideration of tideland lease agreement with Hog Island Oyster Company
- c. Consideration of Site Lease with Option with T-Mobile West LLC to install a cell tower at the Fields Landing Boat Yard.
- d. Consideration of approval of travel expenses for District Bookkeeper to attend the CalPERS Educational Forum 2013 in San Jose, CA, October 21-23, 2013.

### **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**

**May 2, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called to order the Special Board Meeting of the Board of Commissioners at 2:05 p.m.

**PUBLIC COMMENT:** None

The Board of Commissioners adjourned to Executive Closed Session at 2:10 p.m.

President Wilson adjourned the Executive Closed Session at 3:15 p.m.

President Wilson called to order the Regular Meeting of the Board of Commissioners at 3:16 p.m.

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

**NEW BUSINESS**

**A. CONSIDERATION OF PURCHASE OF CLEAR FLOW AQUAPONIC SYSTEM FROM NELSON AND PADE NOT TO EXCEED \$21,815.00.**

COMMISSIONER HIGGINS MOVED FOR THE PURCHASE OF CLEAR FLOW AQUAPONIC SYSTEM FROM NELSON AND PADE NOT TO EXCEED \$21,815.00. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

The Special Meeting of the Board of Commissioners was adjourned at 3:23 p.m.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Jack Crider  
Chief Executive Officer

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

**May 09, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

**ABSENT**

Commissioner Dale

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:00 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:03 P.M.

President Wilson asked Director of Conservation to lead those present in the Pledge of Allegiance.

In the absence of District Counsel, CEO reported out of the Executive Closed Session as follows:  
Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator -- no action to report.

**PUBLIC COMMENT:** None

**CONSENT CALENDAR:** None

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Attended a stakeholder meeting regarding the Samoa Industrial Waterfront Transportation Access Plan where many property owners attended; the meeting was to discuss the preferred alternative route, which property owners seemed satisfied with.
- ❖ Stated Director of Facility Maintenance rebuilt the fish cleaning station at the end of the breakwater on Woodley Island; does not prefer this location because it is not visible from the offices where Staff can supervise its use. CEO said he would prefer it to be near the work dock.

**STAFF REPORTS**

Director of Conservation

- ❖ Has been working on many topics: Water Trails, Aquaculture, MPA Monitoring, Sediment Reuse Study, Coastal Regional Sediment, Fish Waste, Hog Island Oyster Company, Schneider Dock Dredging, PG & E Power Plant, and Spartina Control.

Bar Pilot Tim Petrusha

- ❖ Reported the Fire Boat has been undergoing its yearly maintenance.
- ❖ Received a call from the Coast Guard yesterday to say there was a floating piling creating a navigation hazard; towed it to Fields Landing.

CEO stated the District has been getting many calls that require response from the Coast Guard. Commissioner Wilson asked what typically happens to a boat that is removed from the Bay by District Staff. Bar Pilot Tim Petrusha said legal notices are sent out and if the owner does not respond, the District could auction or destroy it. Commissioner Wilson reported sometimes the District has to spend money to do away with someone else's garbage.

- ❖ Has been working on alternative locations for the Humboldt Aquaculture Innovation Center in case the Coastal Commission does not issue a waiver.

Bar Pilot John Powell

- ❖ Assisted with the towing of the boat stuck in North Bay to Woodley Island Marina, then on to Fields Landing.
- ❖ Requested "likes" on the District's Facebook page.
- ❖ Has been working on District website changes.

Director of Administrative Services

- ❖ Stated the Budget process is ready to begin; requested a Special Meeting next week.

#### **COMMISSIONER AND COMMITTEE REPORTS**

Commissioner Newman

- ❖ No report.

Commissioner Marks

- ❖ Attended meetings about the Pulp Mill.
- ❖ Attended Budget meetings.
- ❖ Said the Egrets came back to Indian Island around May 1, an annual event.

Commissioner Higgins

- ❖ Has been working with Susan Penn on Wildlife Area enhancement possibilities; maybe Egrets will come to Woodley Island.
- ❖ Attended an MPA Monitoring Enterprise meeting; wants to ensure access to fish is maintained and record data.
- ❖ Hooked two Salmon at Shelter Cove yesterday.
- ❖ Has been working on the Humboldt Bay Power Plant decommissioning since the 1970's.
- ❖ Is happy about the possible Pulp Mill purchase.

Commissioner Wilson

- ❖ Stated the Humboldt Harbor Working Group has been encouraging the Board to adopt a Resolution on the rail; District Board Members have been reviewing the wording.
- ❖ Said many projects the District has gotten involving in have been the result of student projects.

#### **OTHER**

- ❖ Presentations by Humboldt State University Students
  - Building Coastal Resilience through Adaptive Sea Level Rise Planning – Kerry McNamee, Evan Wisheropp, Christopher Weinstein, Andrew Nugent
  - Fields Landing Waterfront Revitalization Plan – Kara Houston, Julia Acker, Stephanie Calderon, Nichole Crossland

**NON AGENDA**

COMMISSIONER HIGGINS MOVED TO ADD TO THE AGENDA AS NEW BUSINESS ITEM 11(D) THE CONSIDERATION OF TRAVEL EXPENSES FOR CEO AND BAR PILOTS TO TRAVEL TO SAN FRANCISCO, CALIFORNIA, MAY 13 – 15, 2013 FOR SEVERAL MEETINGS. COMMISSIONER MARKS SECONDED.

CEO reported the reason it was not on the Agenda is because the opportunity presented itself after the Agenda was published.

MOTION CARRIED WITHOUT DISSENT.

**UNFINISHED BUSINESS:** None

**NEW BUSINESS**

**A. CONSIDERATION OF AGREEMENT FOR AUDITING SERVICES WITH HUNTER, HUNTER & HUNT TO PERFORM THE ANNUAL AUDIT OF THE HARBOR DISTRICT FINANCIAL RECORDS FOR FISCAL YEARS ENDING 2013, 2014 AND 2015.**

COMMISSIONER HIGGINS MOVED FOR AGREEMENT FOR AUDITING SERVICES WITH HUNTER, HUNTER & HUNT TO PERFORM THE ANNUAL AUDIT OF THE HARBOR DISTRICT FINANCIAL RECORDS FOR FISCAL YEARS ENDING 2013, 2014 AND 2015. COMMISSIONER MARKS SECONDED.

Commissioner Wilson reported when he has used Hunter, Hunter and Hunt's services, he has found them satisfactory and while not always the least inexpensive, has always been quality work.

Director of Administrative Services stated four bids were received, two local and two from out of the area; while Hunter, Hunter and Hunt was not the lowest bidder, they were the highest rated by the committee.

CEO said the proposals were reviewed by District Treasurer, CEO and Director of Administrative Services.

Commissioner Higgins stated his assent to Commissioner Wilson's statement.

Commissioner Newman said Hunter, Hunter & Hunt seem to be the most qualified.

MOTION CARRIED WITHOUT DISSENT.

**B. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 2013-05, A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA.**

COMMISSIONER NEWMAN MOVED FOR ADOPTION OF RESOLUTION NO. 2013-05, A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA. COMMISSIONER HIGGINS SECONDED.

CEO reported Dockmaster has been providing Secretariat services to the Harbor Safety Committee since 2009; listed them out and they are quite extensive. This contract pays the District \$21,000.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – ABSENT  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

**C. CONSIDERATION OF LETTER OF SUPPORT FOR AB 277 (HALL) TO SUPPORT RATIFICATION OF THE WIYOT TRIBE COMPACT WITH THE STATE OF CALIFORNIA.**

COMMISSIONER HIGGINS MOVED FOR LETTER OF SUPPORT FOR AB 277 (HALL) TO SUPPORT RATIFICATION OF THE WIYOT TRIBE COMPACT WITH THE STATE OF CALIFORNIA. COMMISSIONER NEWMAN SECONDED.

Stephen Kullman of the Wiyot Tribe reported AB 277 protects a pristine area near Table Bluff that will be protected instead of developed.

Commissioner Higgins stated he would like to see this letter of support expedited.

MOTION CARRIED WITHOUT DISSENT.

**D. CONSIDERATION OF TRAVEL EXPENSES FOR CEO AND BAR PILOTS TO TRAVEL TO SAN FRANCISCO, CALIFORNIA, MAY 13 – 15, 2013, FOR SEVERAL MEETINGS.**

CEO said he hopes to be introduced to the San Francisco Bar Pilots while in San Francisco; and speak to the Army Core about dredging; specifically for the dredge *Yaquina* to come to Humboldt Bay to dredge the inner channels.

Commissioner Wilson asked CEO to discuss dredge issues with Washington, D.C. lobbyist, Will Edington.

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF TRAVEL EXPENSES FOR CEO AND BAR PILOTS TO TRAVEL TO SAN FRANCISCO, CALIFORNIA, MAY 13 – 15, 2013, FOR SEVERAL MEETINGS. COMMISSIONER NEWMAN SECONDED. MOTION CARRIED WITHOUT DISSENT.

**ADMINISTRATIVE AND EMERGENCY PERMITS: None**

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 8:42 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

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

**May 16, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called to order the Special Board Meeting of the Board of Commissioners at 2:10 p.m.

**PUBLIC COMMENT**

Monte Provolt thanked commissioners for attending the Upstate Rail Connect Committee meeting, along with some representatives from the Governor's office. The next meeting will be held in Eureka on June 26.

**NEW BUSINESS**

**A. FY 2013/14 BUDGET WORKSHOP.**

The Board discussed various ways of increasing revenues and decreasing expenses.

CEO will talk with California Department of Boating and Waterways to see if there is a way to extend the current annual payment deferral. This was granted for two years; starting with FY 2013/14, annual payments must be made again in the amount of approximately \$100,000.

The Special Meeting of the Board of Commissioners was adjourned at 3:23 p.m.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Patricia Tyson  
Director of Administrative Services



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

**May 23, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:00 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:06 P.M.

President Wilson asked Ronnie Pellegrini to lead those present in the Pledge of Allegiance.

District Counsel reported out of the Executive Closed Session as follows: Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator – no action to report.

**PUBLIC COMMENT**

Kevin Pinto stated a few meetings ago Commissioner Wilson chastised Ken Bates about a letter he wrote regarding actions of the District. Mr. Pinto did not feel this was right because he felt Mr. Bates was expressing public thought.

Commissioner Wilson said the problem was not with the content, it was the wording.

Commissioner Higgins reported respect is always necessary.

**CONSENT CALENDAR:** None

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Traveled to San Francisco with the District's Bar Pilots and attended several meetings: met the president of the San Francisco Bar Pilots Association; attended a meeting regarding the possible Freshwater Pulp Mill purchase with Willis Group, an environmental pollution insurance group; the underwriters are willing to write the necessary policy; met with the Army Corps requesting \$500,000 more in dredging for the dredge *Yaquina* to dredge areas in Humboldt Bay the dredge *Essayons* could not get to; met with the Environmental Manager for San Francisco Bay about dredging; met with John Hummer about this year's rounds of Tiger grant applications.

**STAFF REPORTS**

Director of Conservation

- ❖ Made a presentation to the City Council about the District's aquaculture pre-permitting project.
- ❖ Has been working on Spartina eradication.
- ❖ Mailed the CEQA for Hog Island Oyster Company Permit.

Director of Facility Maintenance

- ❖ Has been working closely with CEO on many projects.

**DISTRICT COUNSEL REPORT**

- ❖ Missed the last Board Meeting due to being invited to attend an event by the U.S. Air Force War College.

**DISTRICT TREASURER REPORT**

- ❖ Said the District has approximately two million dollars; collecting on large dollar grants receivables has been helpful.

**COMMISSIONER AND COMMITTEE REPORTS**

Commissioner Newman

- ❖ Reported commercial salmon season has been slow this year.

Commissioner Dale

- ❖ Stated today is his wedding anniversary.

Commissioner Wilson

- ❖ Attended a meeting in San Francisco with Commissioner Marks for pulp mill purchase negotiations.
- ❖ Met with Commissioner Marks and the Humboldt Bay Harbor Working Group today.

Commissioner Marks

- ❖ Attended Budget meetings.
- ❖ Went to San Francisco with Commissioner Wilson.
- ❖ Met with the Humboldt Bay Harbor Working Group and Commissioner Wilson.

Commissioner Higgins

- ❖ Said HASA and Sea Grant have been awarded mini-grants for sport Halibut data; an HSU graduate will be collecting the data.
- ❖ Is excited about the four million dollars that will be coming to the North Coast for the Monitoring Enterprise.
- ❖ Reported HSU is leading a regional effort to see if MPA's are effective to fish stocks.
- ❖ Stated the sport Salmon season has gone pretty well.
- ❖ Will be recruiting for the Economic Development Committee.

**NON AGENDA:** None

**UNFINISHED BUSINESS**

**A. CONSIDERATION OF ADOPTION OF PRELIMINARY FY 2013/14 BUDGET.**

Commissioner Wilson reminded everyone there are two more scheduled budget meetings, so tonight is not the final meeting.

Director of Administrative Services said there was a Budget Committee Meeting last week; after tonight's meeting, the 30-day public comment period will begin with June 27 being the First Reading and July 11 the Second Reading and Adoption of the FY2013/14 Budget. Ms. Tyson reported the District is required by the Department of Boating and Waterways to separate Marina from general expenses and revenue; stated some of the bigger Marina changes are the elimination of the annual rate discount, the dredging surcharge is increased, a float replacement charge and a marine mechanic at the Fields Landing Boat Yard have been added.

Commissioner Higgins said there is a lot of progress being made to develop a balanced Budget even though deferred maintenance expenses are making it difficult; Director of Administrative Services has done a good job.

CEO reported the District's trend has been to lose about \$230,000 per year, so an increase in the Woodley Island Marina dredging surcharge is included in this Budget; the floats are about 30 years old, so a float replacement charge is being proposed. Mr. Crider stated the District has decreased security expenses by decreasing the amount of hours Security is on the Island; has increased revenue by running the Marina at 95 percent occupancy. CEO said with those changes, eliminating the annual moorage rate and fully funding dredging, the District should be able to break even.

Commissioner Newman reported as a tenant, he sees this Budget as quite severe with the District doubling their income and putting the burden on tenants.

Commissioner Wilson asked for an average amount of fishing boat sizes.

Commissioner Newman stated around 45 feet.

CEO said the increase amounts to approximately \$6.00 per foot.

Commissioner Newman said it will be more when electricity is charged.

Commissioner Dale reported the majority of tenants are paying on an annual basis and the District's costs are below average due to the annual discount of about 16%; there is not as much funding for public agencies as there used to be.

Mary Williamson stated she thinks the increase is too much and wants to know how the surcharges will be protected; said she believed step increases would be better or a decreased annual discount rate.

Bill McBroome said if the annual rate is eliminated and electricity is charged, the increase will be about 33 to 34 percent.

Ronnie Pellegrini reported she called Harbor Districts on the West Coast and the only port that does not give an annual discount is Astoria; while dredge spoils cannot be put on the beach any more, many organizations stated they would help with funding and questioned if the District has pursued those options. Ms. Pellegrini stated the City of Eureka rebuilt their Marina and did not increase their rates to do so; asked that the Board look for a different source of funds.

George Boling said with the annual rate elimination and the District charging electricity, the increase would be around 50 percent.

Candee Mooslin reported she had a note from Ken Bates that she read stating boats are being turned away that want moorage at Woodley Island.

Butch Weese stated he only keeps his boat at the Marina for convenience, although he does not fish from Humboldt Bay; said if the rates double, there is no reason to stay and that people will find other marinas to keep their boats in.

David Helliwell said he agreed with Commissioner Newman that it is a severe budget with an increase of about 50 percent with electricity being charged; asked if the "mud tax" the County charges is given to the District and if building a J-dock had been considered. Also, Mr. Helliwell asked if the dredge spoils could go into the large hole that will have to be dug by PG&E during the decommissioning of the Humboldt Bay Power Plant. Mr. Helliwell stated the District should call the organizations that said they would help find funding for dredge spoils; said it is not uncommon to subsidize marinas because they provide other benefits.

Director of Administrative Services reported .8 percent of the "mud tax" collected by the County comes to the District.

Kevin Pinto stated a smaller discount for the annual rate would be preferable; does not understand why the Fields Landing Boat Yard does not make more revenue with the number of boats being hauled out. Mr. Pinto said he understands the docks need to be replaced and suggested unloading fish as a valuable service for the District to offer, just as Crescent City does.

Vivian Helliwell reported there has been a 35 percent increase in the past five years and that now it will be about 54 percent before electricity is even charged.

Debbie Provolt stated the District trying to save money would not harm the tenants, but cost increases will. Ms. Provolt said there have been no public meetings to discuss the possible Freshwater Tissue purchase. The public should have been kept informed of such a large purchase.

Commissioner Newman reported a severe rate increase for tenants that do not fish from this area encourages them to dock their boats elsewhere.

Commissioner Dale stated the dock replacement surcharge would be put into a separate account similar to the dredging surcharge' and while he does not mind subsidizing the Marina to an extent, the current amount seems high. Commissioner Dale said dealing with increased expenses seems a larger issue than the access to revenue generation at the moment.

Commissioner Wilson reported while subsidies are okay if they provide a service to the community, there should be a maximum; has been discussing dredging options with the City. Commissioner Wilson stated he wants to move forward with the float replacement surcharge due to the accessibility of public funds requiring financial matches to do capital improvements.

Commissioner Marks said the Marina has been running at a deficit for years and does not know what the solution is; does not want to do anything that is not in the best interest of the public.

Commissioner Wilson asked Commissioner Newman to write down his comments for the next Board Meeting if he is fishing.

Commissioner Higgins reported the possible pulp mill purchase is a huge potential benefit for the community; the District is positioned as a government agency to seek funds where private enterprises cannot. Commissioner Higgins stated he cannot divulge facts discussed in Closed Session, but would like to see public comment before the possible transaction occurs.

Susan Penn said she hopes with the proposed increase for salaries, she hopes a new maintenance hire's time will be spent on the docks.

Bill McBroome reported he would like to see the storage yard enlarged; there is no water or electricity needed, so it is free revenue.

COMMISSIONER HIGGINS MOVED FOR ADOPTION OF PRELIMINARY FY 2013/14 BUDGET. COMMISSIONER DALE SECONDED. MOTION CARRIED WITH COMMISSIONER NEWMAN DISSENTING.

## **NEW BUSINESS**

### **A. DISCUSSION REGARDING THE NEED FOR A DISTRICT PLANNER.**

Board and Staff discussed securing a District Planner.

### **B. CONSIDERATION OF LETTER OF SUPPORT FOR THE APPLICATION OF COMMISSIONER RICHARD MARKS TO BE APPOINTED AS A HUMBOLDT COUNTY REPRESENTATIVE TO THE NORTH COAST RAILROAD AUTHORITY.**

COMMISSIONER NEWMAN MOVED FOR LETTER OF SUPPORT FOR THE APPLICATION OF COMMISSIONER RICHARD MARKS TO BE APPOINTED AS A HUMBOLDT COUNTY REPRESENTATIVE TO THE NORTH COAST RAILROAD AUTHORITY. COMMISSIONER DALE SECONDED.

Commissioner Wilson read the proposed letter of support.

Commissioner Dale asked if this opening is due to a vacancy on the NCRA Board.

Commissioner Wilson stated it is, and that the County Board of Supervisors appoints the replacement.

MOTION CARRIED WITHOUT DISSENT.

### **C. CONSIDERATION OF AWARD OF BID TO AND APPROVAL OF AGREEMENT WITH REDWOOD ELECTRICAL SERVICES FOR THE INSTALLATION OF ELECTRICAL POWER PEDESTALS AT WOODLEY ISLAND MARINA IN THE AMOUNT OF \$16,000.00.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF AGREEMENT WITH REDWOOD ELECTRICAL SERVICES FOR THE INSTALLATION OF ELECTRICAL POWER PEDESTALS AT WOODLEY ISLAND MARINA IN THE AMOUNT OF \$16,000.00. COMMISSIONER MARKS SECONDED.

Director of Facility Maintenance said he interviewed the lowest bidder and checked on his qualifications; invited him to install a pedestal. Mr. Bobillot reported the owner is a local businessman and is eager to begin the work.

MOTION CARRIED WITHOUT DISSENT.

### **D. CONSIDERATION OF APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH CLIFF FRIEDLY DBA FOREEL SPORTFISHING AT WOODLEY ISLAND MARINA.**

COMMISSIONER DALE MOVED FOR APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH CLIFF FRIEDLEY DBA FOREEL SPORTFISHING AT WOODLEY ISLAND MARINA. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**E. CONSIDERATION OF APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH JOHN W. KRAMER DBA JOLI TIME SPORT FISHING AT WOODLEY ISLAND MARINA.**

COMMISSIONER DALE MOVED FOR APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH JOHN W. KRAMER DBA JOLI TIME SPORT FISHING AT WOODLEY ISLAND MARINA. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**F. CONSIDERATION OF APPROVAL OF APPLICATION AND PERMIT FOR USE OF WOODLEY ISLAND FOR HUMBOLDT AMATEUR RADIO CLUB TO HOLD THEIR ANNUAL MEETING AND GATHERING.**

COMMISSIONER DALE MOVED FOR APPROVAL OF APPLICATION AND PERMIT FOR USE OF WOODLEY ISLAND FOR HUMBOLDT AMATEUR RADIO CLUB TO HOLD THEIR ANNUAL MEETING AND GATHERING. COMMISSIONER NEWMAN SECONDED. MOTION CARRIED WITHOUT DISSENT.

**G. CONSIDERATION OF ACCEPTING FOR FILING PERMIT APPLICATION 2013-03 TO THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR THE HUMBOLDT BAY MARICULTURE PRE-PERMITTING PROJECT.**

COMMISSIONER HIGGINS MOVED FOR ACCEPTING FOR FILING PERMIT APPLICATION 2013-03 TO THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR THE HUMBOLDT BAY MARICULTURE PRE-PERMITTING PROJECT. COMMISSIONER MARKS SECONDED.

Director of Conservation stated this is the District's project but still needs a Permit; if accepted by the Board, will begin the 30-day public comment period, with CEQA being the next step. Mr. Berman said the idea is to lease the City's tidelands, then sublease them.

Commissioner Higgins reported he is glad this project is moving forward and hopes the City realizes this will produce revenue for them.

Commissioner Higgins stated he is excited to see more jobs being made available in this area.

Kevin Pinto said he was shocked at the amount of aquaculture happening in bays north of this area; would love to see the opportunity for new people and businesses.

Commissioner Dale reported this would allow for more small businesses.

MOTION CARRIED WITHOUT DISSENT.

**H. CONSIDERATION OF RESOLUTION 2013-05 AUTHORIZING CEO JACK CRIDER TO SIGN GRANT AGREEMENT NO. 12-092, AND ANY SUBSEQUENT AMENDMENTS, FOR THE ACCEPTANCE OF \$500,000 FROM THE COASTAL CONSERVANCY FOR THE SPARTINA ERADICATION PROGRAM.**

COMMISSIONER MARKS MOVED FOR APPROVAL OF RESOLUTION 2013-015 AUTHORIZING CEO JACK CRIDER TO SIGN GRANT AGREEMENT NO. 12-092, AND ANY SUBSEQUENT AMENDMENTS, FOR THE ACCEPTANCE OF \$500,000 FROM THE COASTAL CONSERVANCY FOR THE SPARTINA ERADICATION PROGRAM. COMMISSIONER HIGGINS SECONDED.

Director of Conservation said this is a formality for the Coastal Conservancy since the District does not have this Resolution in place.

Minutes (Subject to Approval)  
Regular Meeting of the Board of Commissioners  
Humboldt Bay Harbor, Recreation and Conservation District  
May 23, 2013  
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Commissioner Dale stated he was at a meeting where there was concern that Spartina would start growing in areas where eradication work has been done for the last 20 years.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITHOUT DISSENT.

**ADMINISTRATIVE AND EMERGENCY PERMITS:** None

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 9:26 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

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

**June 13, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:00 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:05 P.M.

President Wilson asked Karen Brooks to lead those present in the Pledge of Allegiance.

District Counsel reported out of the Executive Closed Session as follows: Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator – no action to report.

**PUBLIC COMMENT**

Kent Sawatzky of Blue Lake stated he believes the District is trying to take on too many projects and should work with the public sector to build infrastructure.

Jim Roberts said he does not believe the dock gate is effective and if the District wants to install them, to look at designs used in southern California marinas.

Ken Bates of the Humboldt Fishermen's Marketing Association reported he wanted to give the Board the last month's copy of *Fishermen's News* since there are articles about ports in Alaska, Washington and Gray's Harbor that are being upgraded.

Sebastian Elrite of Aqua-Rodeo Farms reported he does not want to see the Security Guards phased out because they patrol the parking lots day and night as well as the docks.

**CONSENT CALENDAR:** None

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Stated the cost of the dredging done by the *Essayons* was approximately \$2 million, but the dredge *Yaquina* is still needed to dredge the inner channels at a cost of \$500,000. Bar Pilots had to issue a 36-foot draft restriction.
- ❖ Reported the District has been demolishing derelict boats.
- ❖ Stated the power pedestal installation is about 70 percent done; the lights on the dock are nice at night.



## **STAFF REPORTS**

### Director of Conservation

- ❖ Stated the grant application he has been working with the Wiyot Tribe to secure funds from NOAA for marine debris removal was successful.
- ❖ Said Spartina eradication is ongoing.

### Bar Pilot Tim Petrusha

- ❖ Reported a log ship is due in Humboldt Bay tomorrow.
- ❖ Has been working with Erika Blackwell on aquaculture.
- ❖ Attended meetings with Bar Pilot John Powell and California Redwood Company representatives about chip export.
- ❖ Stated there should be another ship in port towards the end of July.
- ❖ Said PG&E will install power at Redwood Marine Terminal Berth 2 for Taylor Mariculture in mid-August.

**DISTRICT COUNSEL REPORT:** None

## **COMMISSIONER AND COMMITTEE REPORTS**

### Commissioner Newman

- ❖ Reported the 20 fish per day/3,000 quota has been suspended until next month.
- ❖ Attended a Pacific States Marine Fisheries Commission In-State California meeting where federal funding and fisheries management was discussed.

### Commissioner Dale

- ❖ Has been preparing for the Oyster Festival on Saturday.

### Commissioner Wilson

- ❖ Stated there are debris cleanup funds available and asked that people report marine debris.
- ❖ Attended a LACO meeting regarding the transportation study related to Samoa Peninsula.
- ❖ Reported the District will send out an RFQ for a District Planner.

### Commissioner Marks

- ❖ Said there was interesting information on jobs at the LAFCO meeting.
- ❖ Was appointed to the NCRA Board and attended their meeting last week.

### Commissioner Higgins

- ❖ Commended the Board of Supervisors for choosing Commissioner Marks for their appointment to the NCRA Board.
- ❖ Reported the Economic Development Committee will be reconvening.
- ❖ Stated there is a Halibut meeting in Eureka on July 18.

**NON AGENDA:** None

**UNFINISHED BUSINESS:** None

## **NEW BUSINESS**

### **A. DISCUSSION OF THE WOODLEY ISLAND MARINA MOORAGE RATES AND RETAIL USE FEES.**

Director of Administrative Services said she took the rates of the tenants that made comments at the last Board meeting and calculated what their current rates are compared to what they would be paying if the proposed fee schedule was adopted; also calculated what rates would be according to Commissioner Newman's proposed fee schedule.

Commissioner Newman thought the float replacement fee name should be changed since major dock improvements would also be paid for by the surcharge collected and that liveaboard tenants should not pay a separate liveaboard charge if they are to be paying for electricity.

CEO stated the reason to separate the float replacement and dredging surcharges are so that those funds will be used specifically for those purposes.

Commissioner Higgins said five percent would be an appropriate annual discount.

Commissioner Dale said he thought Commissioner Newman's proposed fees were a good compromise and would like to see rates increased a little at a time instead of a big increase at once.

Commissioner Newman stated the District would be saving money when tenants began paying for power.

CEO reported the District has increased revenues by \$40,000 through maximizing Marina occupancy.

Ken Bates reported he would like to speak on Marina occupancy rates. Mr. Bates stated most fishermen are used to marinas constantly working on dock maintenance and not replacing them all at once so that the expense can be spread over several years. He said one of the McAdams' large fishing boats was told there was no room at the marina for moorage. Mr. Bates said he does not believe boats should be turned away when they can raft together.

CEO stated running the Marina at maximum occupancy means less room for guest boats unless they start side-tying; there has been an influx of guest boats recently and the Marina only has three open spaces.

Mr. Bates said fishermen are used to side-tying and he rarely sees a boat moved to maximize space; reported there needs to be day-to-day space monitoring.

Tim Klassen stated he prefers to see rates phased in instead of a big increase.

Sebastian Elrite said previous Board President Dennis Hunter reported in 2008-2009 he considered a 30 percent increase too much and in 2006-2007 the District Counsel stated the Budget was a planning tool. Mr. Elrite said in 2008 during discussions, Commissioners Wilson and Higgins wanted to consider increasing fees by the CPI when it was Budget process time; reported he is considering taking his boat out of the Marina during the winter months.

Susan Penn stated she did not agree with paying the same liveaboard charge as a person with two people living on their boat; gave the Board a handout, which Commissioner Dale said he would like to discuss with her.

Sid Berg reported this discussion would not be happening if the Port were more active.

Kent Sawatzky stated he agrees with Mr. Berg's comments and said if the fee increases are too high, vacancy rates will go up. Mr. Sawatzky reported he liked Commissioner Newman's proposed rates. Gary Mooslin stated he has been paying annually, but if no discount will be offered, he would like his money back so he can pay monthly.

**B. CONSIDERATION OF RESOLUTION 2013-06, A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR.**

Commissioner Wilson said he wanted to ensure a Resolution coming from the District contained the Board of Commissioners wording, not just the Humboldt Bay Harbor Working Group's, so this document has been going back and forth between the two groups; some of the changes are philosophical. Commissioner Wilson reported he commends Supervisor Bass for encouraging the County and the District to work together; stated this District governs Harbor, Recreation and Conservation on the Bay and the Group is concerned only with the Harbor. Commissioner Wilson said there are two versions of the Resolution up for consideration tonight and either can be changed.

Susana Munzell said she would like to see version two adopted, which is the result of discussions with Commissioners Wilson and Marks and Karen Brooks. Ms. Munzell reported there were other agencies that adopted the Resolution so the Group does not want to change the wording.

Craig Spjut stated he does not agree with the District's changes.

Richard Lentz said the District seems to think the Group wants a 2025 Harbor Working Plan, but what they really want is the Wiyot Tribe, the City, the District and the County to agree; is worried as a citizen about what is happening to this area's economy. Mr. Lentz reported the District has many responsibilities; would like these groups to work together to create a better economy and jobs.

Larry Henderson stated he would like the groups to work together so the District should not change the wording of a Resolution the Group brought to the District; should either adopt or not.

Karen Brooks said she wants the agencies to work together; thanked Commissioner Wilson for many efforts and for being detail-oriented.

Sid Berg reported he thinks the Harbor could fund recreation and conservation; met Ms. Munzell when she was new to the area and wanted to do something to decrease poverty. Mr. Berg stated the Resolution should stay consistent between all four agencies.

Kent Sawatzky said he feels that the District does not always want to go along with other groups and this may be a good chance to work on cohesion.

**COMMISSIONER HIGGINS MOVED FOR ADOPTION OF RESOLUTION 2013-06, A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR VERSION ONE. COMMISSIONER MARKS SECONDED.**

Commissioner Higgins stated economic development has been his focus; said he attended early Group meetings and asked them to focus on what is feasible. Commissioner Higgins reported he wants the Port to be prepared if shipping increases.

Commissioner Newman said he wants what is desired by the Group's Resolution, but feels the District's version is a better fit.

Commissioner Marks reported there was not cohesion from the beginning due to the Harbor Working Group not coming first to the District, whose job it is to govern the Harbor; thinks the District has created a Resolution with compromises.

Commissioner Dale stated he participated in the development of the Humboldt Bay Management Plan, which was years in the making; and that it is still valuable with some of the ideas being implemented. Commissioner Dale said businesses move product and more demand is needed to move the Port in the right direction; reported the Group should have come to the District first, and that most of the disagreements in the two versions of the Resolutions are semantics. Commissioner Dale reported the District has no intention of adopting a Resolution it does not agree with; thinks Version One is a good compromise and supports it.

District Counsel said an adopted Resolution is a formal policy statement.

Commissioner Wilson reported he does not see how the first version of the Resolution stops the District from working with the other three agencies and it is awkward for the Group to come to the District last; stated he is not sure what level the agencies are going to meet on: Staff or Commissioner. Commissioner Wilson said the other agencies would not scrutinize the Resolution with the same severity as the District would due to the Harbor being one of the District's primary concerns.

Larry Henderson reported he understands the Board is making their Resolution based on what they need to do; the Working Group was started due to the County's Prosperity group. Mr. Henderson stated he is excited that the project involves citizens.

Commissioner Wilson stated he wanted to know how it involves citizens when there are only government groups working together.

Mr. Henderson said there are many citizens that are excited about it; asked the Board not to alienate them and to collaborate with other agencies.

Commissioner Wilson asked what the goal is of the Harbor Working Group.

Susana Munzell reported if a role is too specific, it is too much; if it is too general, there is nothing to do. Ms. Munzell stated there are still many questions and believes there should be much public input; wants a focus on jobs. Ms. Munzell said the Economic Development Committee would be a great advisory committee to the four agencies working together.

Commissioner Wilson reported the District would participate if the goal is to get the four agencies discussing goals.

Commissioner Dale stated the District and the Group want the same things, so the changes are mostly semantics; government creates infrastructure but not jobs.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEMAN – NAY  
COMMISSIONER DALE – NAY  
COMMISSIONER WILSON – NAY  
COMMISSIONER MARKS – NAY  
COMMISSIONER HIGGINS – AYE

MOTION FAILED.

Commissioner Dale said he likes the Resolution the District helped create but would like it to include "such as a 12-year 2025 plan" after the sixth bullet point on page two, after "plans" on the second line.

COMMISSIONER DALE MOVED FOR ADOPTION OF RESOLUTION 2013-06, A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR WITH CHANGES. COMMISSIONER NEWMAN SECONDED.

Commissioner Higgins said he would like to know how the 2025 Action Plan included in the Group's Resolution relates to the District's planning and where those resources will come from.

Commissioner Dale stated if the agencies work together to come up with one plan that helps the community, the time invested will be worth it.

Commissioner Wilson said the process is completely undefined with no budget or facilitation; the Board is putting a lot of faith in the Group with such little definition.

Commissioner Higgins said he believes the Economic Development Committee process will not be as effective if both processes are happening at the same time; redundant planning processes take valuable Staff time. Commissioner Wilson stated he agrees with Commissioner Higgins.

Commissioner Dale said these processes will add work to an already overworked Staff; wants to implement plans that have already been made before making more plans.

Commissioner Wilson reported he thinks the Board should vote again so that there will be motivated Commissioners in this process.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN - AYE  
COMMISSIONER DALE - NAY  
COMMISSIONER WILSON - NAY  
COMMISSIONER MARKS - NAY  
COMMISSIONER HIGGINS - NAY

MOTION FAILED.

COMMISSIONER DALE MOVED FOR ADOPTION OF RESOLUTION 2013-06, A RESOLUTION REAFFIRMING THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT'S COMMITMENT TO CREATING JOBS AND SUSTAINABLE ECONOMIC GROWTH THROUGH HUMBOLDT BAY AND ITS HARBOR VERSION ONE. COMMISSIONER HIGGINS SECONDED.

Commissioner Wilson stated he wants Commissioner Dale to make a commitment to go to the meetings of the Harbor Working Group.

Commissioner Dale said he cannot make them all.

Commissioner Marks reported he can attend.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITHOUT DISSENT.

Commissioner Wilson stated he would like to see the Economic Development Committee proceed, but that it will not affect the District's involvement with the Harbor Working Group.

**C. CONSIDERATION OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH LUKE COCHRAN DBA SILVER STAR SPORTFISHING LLC.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A CHARTER SERVICE WITH LUKE COCHRAN DBA SILVER STAR SPORTFISHING LLC. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**D. CONSIDERATION OF PROPOSAL FOR APPRAISAL SERVICES WITH BROOKS APPRAISAL SERVICE FOR APPRAISAL OF FRESHWATER TISSUE CO. RIGHTS OF WAY AND WAREHOUSE PARCELS, NOT TO EXCEED \$4,500.00.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF APPRAISAL SERVICES WITH BROOKS APPRAISAL SERVICE FOR APPRAISAL OF FRESHWATER TISSUE CO. RIGHTS OF WAY AND WAREHOUSE PARCELS, NOT TO EXCEED \$4,500.00. COMMISSIONER MARKS SECONDED.

CEO said Commissioner Wilson was successful in getting the cost lowered to \$3,500.00 and that the District is considering a non-exclusive permanent easement for three years.

MOTION CARRIED WITHOUT DISSENT.

**E. CONSIDERATION OF AGREEMENT FOR CONTRACTOR SERVICES IN THE SPARTINA ERADICATION PROGRAM.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF AGREEMENT FOR CONTRACTOR SERVICES IN THE SPARTINA ERADICATION PROGRAM. COMMISSIONER MARKS SECONDED.

Director of Conservation said additional labor is needed for Spartina eradication and this is a less expensive option than hiring through an employment service; recruiting the CalFire crews was not successful this year.

John Shelter of New Directions reported this Item will create jobs for homeless people and that four members of the proposed crew have already been trained in Spartina eradication.

MOTION CARRIED WITHOUT DISSENT.

Minutes (Subject to Approval)  
Regular Meeting of the Board of Commissioners  
Humboldt Bay Harbor, Recreation and Conservation District  
June 13, 2013  
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**ADMINISTRATIVE AND EMERGENCY PERMITS**

Director of Conservation stated Administrative Permit 2013-02 issued to Ryan Miebach for Sediment Sampling for Soil Surveys.

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 10:04 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

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

**June 27, 2013**

**PRESENT**

Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

**ABSENT**

Commissioner Newman  
Commissioner Dale

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:00 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:05 P.M.

President Wilson asked Kent Sawatzky to lead those present in the Pledge of Allegiance.

District Counsel reported out of the Executive Closed Session as follows: Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator – no action to report.

**PUBLIC COMMENT**

Monte Provolt of Fieldbrook stated he has been thinking over the District's proposed Freshwater Tissue purchase and has been confused why a government agency is buying land and removing it from the tax rolls; government should encourage private enterprise. Mr. Provolt said he thought a terminal was a bad idea due to empty ones sitting in the Bay; wanted to know what the export will be. Mr. Provolt asked the Board to do a marketing survey to show the public the project is worth the staff time/tax dollars that are being devoted to it.

District Counsel stated if the District does purchase Freshwater Tissue, it does take it off the tax rolls; but the proposed plans are to buy the property and lease to private companies.

Kent Sawatzky of Blue Lake said he is looking forward to seeing the pre-feasibility study on the railroad and requested a 72-hour notice before a Meeting to peruse it.

Charles Class reported he is trying to get a bed and breakfast operational at the Marina and requested wireless internet for its tenants.

Sebastian Elrite of Aqua-Rodeo Farms stated he is concerned about the Union negotiations for the District's classified employees and asked if there were Commissioners involved in the process. District Counsel said the Commissioners will be involved when it gets to a point where their involvement is required and it will be in Open Session.

**CONSENT CALENDAR:** None



## **COMMUNICATIONS AND REPORTS**

### **CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Reported the dredge *Yaquina* will be in Humboldt Bay next month; the additional \$500,000 needed for dredging has been approved by the Corps of Engineers; thanked everyone who sent a letter of support.  
Commissioner Wilson stated the Washington, D.C. trip was effective for this reason and that Congressman Thompson and District lobbyist Will Edington helped immensely.
- ❖ Received a draft copy of the report from BST Associates; asked the Board to read the document and comment on it.
- ❖ Stated the aquaponics greenhouse is built and the components are being shipped.

### **STAFF REPORTS**

#### Director of Conservation

- ❖ Went with representatives of the Wiyot Tribe and NOAA to see marine debris in the Bay; looks likely the Marine Debris Grant will be approved.
- ❖ Visited the Tuluwat Village with the Wiyot Tribe to see what cleanup they had done with the funds from EPA; reported Leroy Zerlang is offering to donate some equipment time for the project.
- ❖ Said the New Directions crew is helping with Spartina.

#### Bar Pilot John Powell

- ❖ Used the side scan sonar with Director of Conservation to find the sunken railroad wheels to tie to the fireworks barge.
- ❖ Reported a log ship departed the Bay on June 20; another one is due on July 8.

#### **DISTRICT COUNSEL REPORT:** None

#### **DISTRICT TREASURER REPORT**

- ❖ Stated the District is at the end of its Fiscal Year.

### **COMMISSIONER AND COMMITTEE REPORTS**

#### Commissioner Higgins

- ❖ Attended an MPA Monitoring Enterprise meeting.
- ❖ Said IPHC will be in the area July 18 to monitor Eel River algae and low water levels.

#### Commissioner Marks

- ❖ Attended an Upstate RailConnect meeting and thought it was good information.
- ❖ Went to a Humboldt Bay Harbor Working Group meeting which was well-attended.
- ❖ Reported the Economic Development Committee meeting will be reconvening July 15.

#### Commissioner Wilson

- ❖ Attended an Upstate RailConnect meeting and went on a tour of the Bay.

#### **NON AGENDA:** None

## **UNFINISHED BUSINESS**

### **A. PUBLIC HEARING AND FIRST READING OF THE FY 2013/14 BUDGET.**

Director of Administrative Services stated when the Board discussed the Preliminary Budget at their previous meeting, they asked for changes; Commissioner Newman's proposals are included in the new Budget.

Commissioner Marks said the Budget Committee recommends Commissioner Newman's Budget and the District will still have a balanced budget.

Commissioner Higgins reported it is good to see the District's financial trend move in the right direction.

Kent Sawatzky stated there are costs and revenue for Freshwater Tissue and wanted to know if those are from existing leases.

Karen Brooks said it is nice to have dialogue on the Budget; is curious about certain expenses pertaining to Redwood Dock and utilities. Ms. Brooks reported it would be good to have more detail and explanations and that Freshwater Tissue should have its own page.

Charles Class reported he did not know the District was planning to charge for dock electricity and asked if it would be billed monthly; asked why the monthly liveaboard charge will be zero.

Debbie Provolt stated she would like more grant information included and asked what would happen to grant funds for Freshwater Tissue if the project did not go through.

Bill McBroom said fishing boat crewmembers that spend the night on board the vessel are not being charged liveaboard fees, though they use the same amenities such as water, electricity and trash bins.

Sebastian Elrite reported he liked the format of the Preliminary Budget better than the current one due to the numbers being separated better; stated former Commissioner and President of the Board said a 25 percent increase was too high.

Commissioner Wilson stated the District paid \$80,000 last year in dock electricity so they are trying to lessen that expense and hoping for conservation; said the liveaboard tenants help the District by being extra public safety around the Island.

District Counsel said the liveaboard charge used to include electricity, but now the District intends to invoice the tenants for it; there is no need for the charge.

Commissioner Wilson reported the possible Freshwater Tissue purchase has been on previous Agendas and there are tenants interested in the property that no agency seems to be helping to facilitate.

CEO stated the current plan for Redwood Dock is for commercial fishing activities to produce some revenue but at this time, it is just generating expenses to get it prepared; Freshwater Tissue numbers are primarily in the Budget as placeholders and revenues are from tenants.

Commissioner Higgins said while the District has made no commitments to the purchase of Freshwater Tissue, negotiations are ongoing; wants to have a public meeting when things progress.

Karen Brooks reported she would like to know how much of the money spent will be public funds.

Commissioner Wilson responded the Board will divulge that information when they can; supports what the Budget Committee came up with.

Commissioner Higgins said he understands a full rate increase but believes compromise is a prudent decision.

Commissioner Marks reported the Marina will still not make revenue according to this Budget.

COMMISSIONER MARKS MOVED FOR APPROVAL OF THE FIRST READING OF THE FY 2013/14 BUDGET. COMMISSIONER HIGGINS SECONDED.

Commissioner Higgins stated Ken Bates requested the District do research into other ports and their rebuilding; said they are all publicly funded and there will be at least a match.

MOTION CARRIED WITHOUT DISSENT.

#### **NEW BUSINESS**

**A. CONSIDERATION OF BALLOT FOR SPECIAL DISTRICT ELECTION FOR REPRESENTATIVE TO SERVE AS A REGULAR "VOTING" MEMBER ON THE HUMBOLDT LOCAL AGENCY FORMATION COMMISSION (LAFCo).**

COMMISSIONER MARKS MOVED FOR APPROVAL OF BALLOT FOR SPECIAL DISTRICT ELECTION FOR REPRESENTATIVE TO SERVE AS A REGULAR "VOTING" MEMBER ON THE HUMBOLDT LOCAL AGENCY FORMATION COMMISSION (LAFCo). COMMISSIONER HIGGINS SECONDED.

Commissioner Marks said he would like to vote for Troy Nicolini and has worked with him in the past.

Commissioner Higgins reported he is in conflict due to such phenomenal candidates, but has also worked with Troy Nicolini.

Monte Provolt stated he would like to know more about the process and LAFCo.

District Counsel said the agency is to coordinate among various public agencies and is made up of seven commissioners; the District gets to vote for the Special District Commissioner.

MOTION CARRIED WITHOUT DISSENT TO VOTE FOR TROY NICOLINI.

#### **ADMINISTRATIVE AND EMERGENCY PERMITS**

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 8:13 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

Statement of Qualifications for a

# FEASIBILITY STUDY

for the Beneficial Reuse  
of Dredged Materials  
for Tidal Marsh  
Restoration and Sea  
Level Rise Adaptation  
in Humboldt Bay

Prepared for:



Humboldt Bay Harbor,  
Recreation and Conservation District

Prepared by:

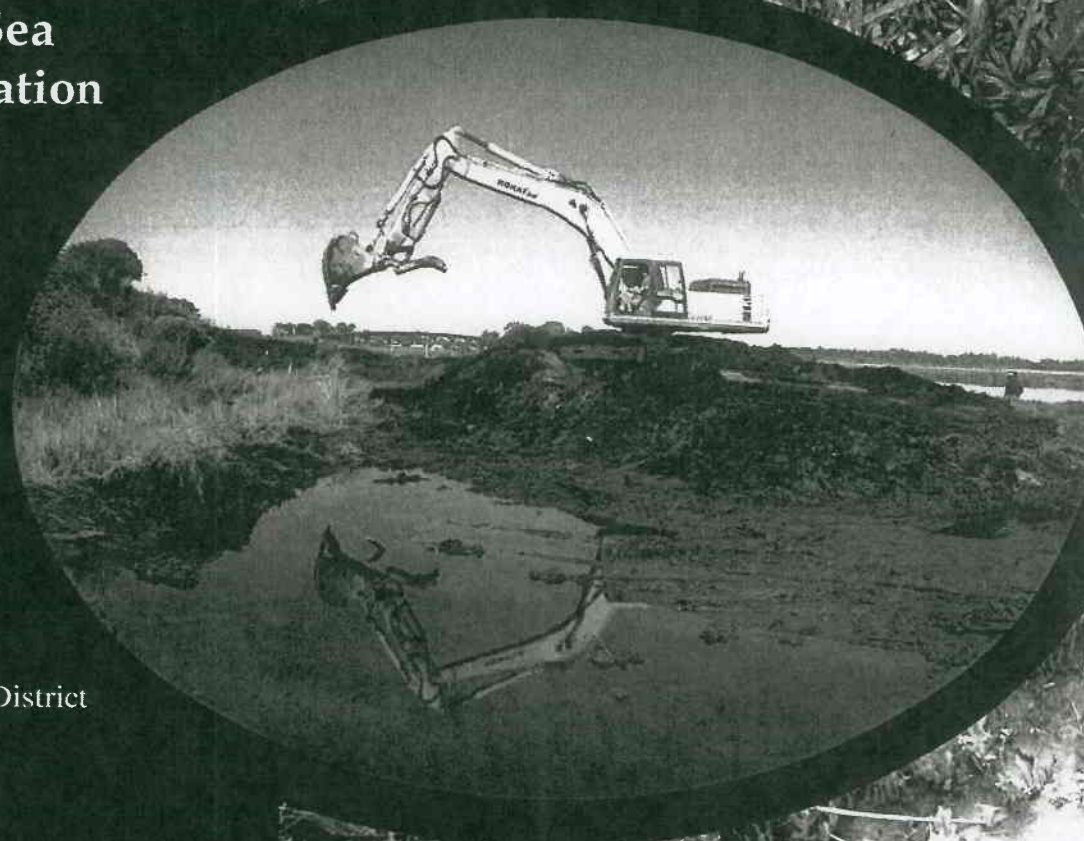


Consulting Engineers  
& Geologists, Inc.

TRINITY ASSOCIATES



11a



Dan Berman  
**Statement of Qualifications**  
May 31, 2013  
Page 2

restoration projects on a former mill site, and material reuse as a soil cap to protect cultural resources. SHN is currently working with the RWQCB and Caltrans to evaluate the potential for reuse of the dredge material in construction of the Willits bypass project.

SHN also has extensive tidal marsh restoration and levee construction experience in Humboldt Bay, including the successful implementation of the Eureka Slough and Elk River Salt Marsh Restoration projects, and our ongoing work on the McDaniel Slough levee project. We know we can't stop sea level rise - but we can plan for it and design appropriate solutions for anticipated issues - solutions that make use of locally available materials, foster biological systems, acknowledge geotechnical factors, and protect sensitive coastal and marine environments.

To supplement SHN's team of professionals, and utilize additional local experience for this project, we have also selected two other local experts to provide further support for this study: Aldaron Laird, of Trinity Associates, and Jeff Anderson, of Northern Hydrology and Engineering.

In summary, we bring to this project a comprehensive team, confidence in our established work experience in and adjacent to Humboldt Bay, our collective understanding of the pertinent issues associated with reuse of dredge materials, and our combined commitment to improve habitat and plan for sea level rise along Humboldt Bay's shores.

**Together we can find a feasible solution.**

Thank you sincerely for the opportunity to offer our qualifications. We will contact you next week to make certain we have sufficiently addressed all your selection criteria.

Sincerely,

SHN Consulting Engineers & Geologists, Inc.



J. Rose Patenaude, PE  
Project Manager



Erik J. Nielsen, CHG  
Certified Hydrogeologist

JRP:EJN:dla

Enclosure: Statement of Qualifications (3 copies)

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## Appendices

- A. Curriculum Vitae
- B. SHN 2013 Fee Schedule

Ash is distributed to area dairy farmers in the Humboldt Bay region, who use the material as a soil amendment and for construction of raised "loafing" beds. SHN's program has been deemed a "model" program by the RWQCB.

- Roy Rook Boat Ramp, Del Norte County (2007-2009). SHN was responsible for preparation of a mitigated negative declaration with supporting special studies and obtaining permits/approvals from the ACOE, Yurok Tribe, U.S. EPA, CDFW, CLSC, and NMFS. SHN also completed compliance monitoring during construction as required by project permits.
- Old Townsite Boat Ramp, County of Del Norte, California (2008-Ongoing). SHN was responsible for preparation of a mitigated negative declaration with supporting special studies and obtaining permits/approvals from the ACOE, Yurok Tribe, U.S. EPA, CCC, CDFW, CLSC, and NMFS. SHN also completed compliance monitoring during construction and continues to provide re-vegetation monitoring as required by project permits.
- California Redwood Company Chip Export Facility (2010-2011). SHN assisted the California Redwood Company with the permitting rehabilitation of the existing Chip Export Facility. Permits were obtained from the CCC and Harbor District.
- New Dock for Boating Instruction Safety Center, Humboldt State University (2007-2010). In addition to preparing engineering design and construction plans; and conducting construction oversight, including materials testing; SHN's environmental compliance work on this project included working with and obtaining appropriate permits from the ACOE, NMFS, CDFW, RWQCB, CCC, CLSC, and Harbor District. SHN prepared the mitigated negative declaration adopted by the Trustees of California State University and worked with the Humboldt State University Office of Facilities Management to facilitate CEQA compliance.

Aldaron's regulatory compliance experience as a consultant with environmental laws and regulations applicable to development in coastal waters is based in part on the following:

- Wetland Enhancement: Permit Streamlining in the Coastal Zone Project, Pacific Coast Joint Venture (2012-Ongoing).
- Lower Klamath River Tributary Salmonid Habitat Enhancement Program, Yurok Tribe Fisheries Department (2008-Ongoing).
- Salmon Creek Unit Dike Rehabilitation Project, Humboldt Bay National Wildlife Refuge (2006-2008).
- Tuluwat Village Restoration Project, Wiyot Tribe (2006-2007).
- Tuluwat (Indian Island) Rookery Restoration Project, Wiyot Tribe (2005-2006).
- Enhancing Seasonal Wetlands in the Coastal Zone: A Regulatory Constraint Analysis of the California Coastal Act, Pacific Coast Joint Venture (2006).
- Planning Commissioner, City of Arcata (1996-2006).
- Land Use and Environmental Planning Program, UC Davis (1991-1993).

in an economically and environmentally sound manner while maximizing its beneficial use. The north coast harbor districts (consisting of Humboldt Bay, Noyo and Crescent City) would all benefit greatly through developing their own collaborative LTMS program.

Aldaron is involved with securing regulatory compliance on a sediment reuse and tidal wetlands restoration/enhancement project for the Humboldt Bay National Wildlife Refuge's White Slough Unit. Aldaron's regulatory compliance experience with the reuse of dredged materials is primarily associated with multiple habitat enhancement/restoration projects, where excavated/dredged materials were reused to create freshwater/estuarine/tidal wetland habitat features. Aldaron's recent work mapping the shoreline of Humboldt Bay and conducting a shoreline vulnerability assessment is particularly germane to identifying suitable and appropriate areas for sediment reuse to fortify shoreline structures, or restore/enhance inter-tidal wetland habitats, and to adapt to sea level rise.

<http://humboltdbay.org/sites/humboltdbay.org/files/Humboldt%20Bay%20-%20Mapping%20and%20SLR%20Vulnerability%20Assessment-A.Laird.pdf>

## Experience in Preparing Natural Resource Management Plans

SHN has developed revegetation or mitigation plans for multiple construction related projects where vegetation has been removed for project development, or where new developments provide an opportunity for vegetation enhancement or wetland creation. SHN's team of biologists and engineers work with plant nurseries to design the site and propagate suitable plant species, then oversee implementation. SHN has most recently developed revegetation plans for the following:

- Eureka Slough Salt Marsh Mitigation Project, Eureka, CA
- Salt Marsh Mitigation Plan for the Elk River Access-Iksori Trail Project, City of Eureka
- Humboldt County Office of Education, which was awarded ASCE Project of the Year Award
- Eightmile Valley Meadow Rehabilitation project in Lake County
- Lower Jacoby Creek/Gannon Slough Tidal Marsh Restoration project in Arcata

SHN provides special status botanical surveys for projects being evaluated under NEPA and CEQA. SHN routinely develops botanical special status plant surveys for projects ranging from site development, transportation, water and wastewater facility developments, and other commercial/industrial developments to determine the presence of these species. Once these species are located at a project site, SHN biologists determine the potential impact from the project and work with clients to prepare alternative project designs to eliminate or minimize impacts, or prepare impact assessments and work with regulatory agencies to develop mitigations. SHN is currently providing this work for the following:

- Point St. George Trail Project for Del Norte County, California
- Jordan Cove Energy Project in Coos County, Oregon
- Willits Bypass Construction Project, Willits, California
- Phase 2 of the Martin Slough Interceptor Project, Eureka, California



- Fay Slough Salt Marsh Restoration Project, Redwood Community Action Agency (2011-2012).
- Mad River Slough Tidal Wetland Restoration and Freshwater Wetland Enhancement Project (2004-2009).
- Wood Creek Estuary Restoration Project, Redwood Community Action Agency (2007-2008).
- Redmond and Cochrane Creek Enhancement and Tidal Wetlands Restoration project, Redwood Community Action Agency (2007).
- Agricultural Conversion Issues-Coastal Development Permit-DEIR, McDaniel Slough Wetland Enhancement project, California Department of Fish and Game (2006-2007).
- Rocky Gulch Anadromous Salmonid Access and Habitat Restoration Project. McBain and Trush (2003-2006).

Jeff Anderson is a family name in the Humboldt Bay restoration community. He has successfully replaced fish barriers throughout the Humboldt Bay watershed and beyond. His reputation as an expert scientist and engineer has allowed him numerous opportunities for creativity and innovation in the environmental engineering field. Highlighted projects that Jeff is responsible for are:

- Replacing the tide gate at the mouth of Gannon Slough allowing fish passage into Grotzman Creek
- Developing the conceptual designs for the tidal wetland restoration project at the mouth of Jacoby Creek that was finalized by US Fish and Wildlife Service
- Preparing conceptual designs for the restoration tidal wetlands in Redmond and Cochran Creeks, and Fay Slough
- Evaluating, designing and implementing the expansion of tidal wetlands and estuary of Wood Creek, which expanded juvenile coho rearing habitat, critical to Freshwater Creek and Humboldt Bay
- Evaluating, designing and implementing the expansion of tidal wetlands and estuary of Rocky Gulch, which expanded juvenile coho rearing habitat, critical to Rocky Gulch and Humboldt Bay
- Developed a wetland geometric relation tool for use on similar sized restoration projects in Humboldt Bay and the Eel River estuary
- Initial studies and conceptual designs for McDaniel Slough, Martin Slough and Salmon Creek estuary restoration projects

## **Experience with Natural Resource Management in the Humboldt Bay Region**

As stated above, SHN has been actively restoring and monitoring the success of tidal wetlands in Humboldt Bay.

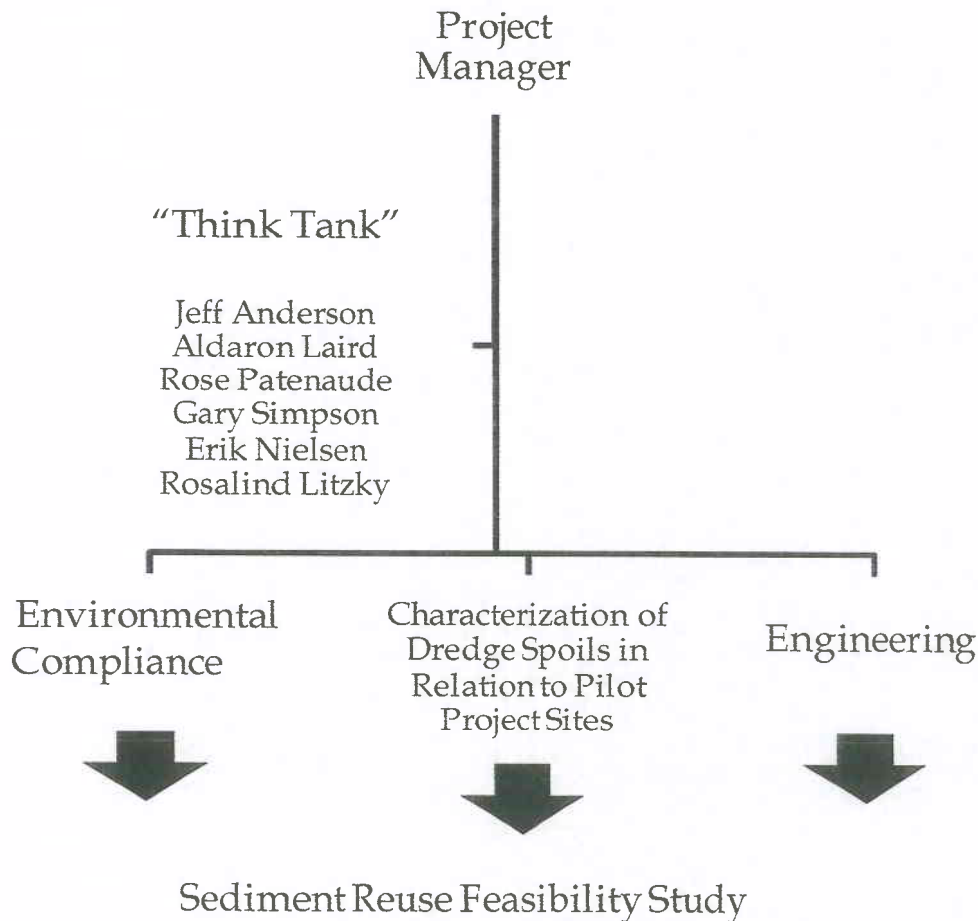
As a Planning Commissioner for the City of Arcata, Aldaron was a principal author of the aquatic resources policies and standards in the City of Arcata's General Plan and Zoning Ordinance. Arcata is one of the three local land use authorities on Humboldt Bay. Aldaron recently completed a comprehensive shoreline inventory and mapping project of Humboldt Bay, where he personally

## SHN is a State-Certified Small Business Status

SHN is a certified California Small Business Enterprise (#23158).

## 2. Proposed Approach

We foresee a project manager working with a small group of tidal wetland engineering, materials and planning experts as a “think tank” to guide the project’s creative element and evaluate the opportunities and constraints. The project’s think tank will refer to SHN’s specialized departments to evaluate the project’s feasibility. The following flow chart illustrates this idea.



We understand that the Harbor District is seeking professional consulting services to complete the Sediment Reuse Feasibility Study. We understand that we are working together as part of a team trying to achieve a common goal. We are committed to helping you find solutions that are in your best interest.

- a) Incorporate dominant opportunities and constraints
- ii. Determine sediment reuse volume versus site's volume need
- iii. Assess sediment delivery method, costs, regulatory constraints
- C. Meet with advisory committee to review draft feasibility study
  - i. Incorporate advisory committee's input

**Task 5. Prepare Final Feasibility Study**

- A. Develop preferred pilot project conceptual designs
- B. Prepare regulatory compliance strategy for preferred pilot project
- C. Develop project funding needs for engineering, regulatory compliance, implementation, and monitoring

### 3. Proposed Schedule

The following schedule is proposed to complete the proposed approach within a 30 week window, starting at the date of contract execution (Week Zero).

Task	Description	Completed by
1	Engage Agencies and Stakeholders	Ongoing through Week 30
2	Outline Sediment Reuse Feasibility Study	Week 6 (Initial Outline) Week 8 (Final Outline)
3	Prepare Draft Assessment of One Site	Week 12
4	Prepare Draft Sediment Reuse Feasibility Study	Week 24
5	Prepare Final Feasibility Study	Week 30

### 4. Hourly Rates and Estimated Hours

The following is a list of key personnel that will be involved in the focused effort of the project. Additional staff will be used as appropriate for tasks that can be delegated. The percent of time each team member will devote to each task is presented following the billing rate table.

Name	Job Title	Billing Rate	Estimated Hours
<b>SHN Consulting Engineers &amp; Geologists, Inc.</b>			
Rose Patenaude, PE	Project Manager	\$110/hr	45
	Water Resources Engineer	\$110/hr	128
Erik Nielsen, CHG	Certified Hydrogeologist	\$120/hr	52
Gary Simpson, CEG	Certified Engineering Geologist	\$140/hr	20
Marty Lay, PE Lisa Stromme, PE Mike Foget, PE	Senior Engineer, QA/QC	\$135/hr	32
Jason Buck, PG	Project Geologist	\$100/hr	32
Rosalind Litzky	Environmental Planner/Wetland Scientist	\$100/hr	40
Supporting Services	Surveyors	\$170/hr	20
	GIS Analyst/CADD Drafters	\$80/hr	80
	Administration	\$55/hr	24
<b>Trinity Associates</b>			
Aldaron Laird	Senior Environmental Planner	\$110/hr	120

## 5. Statement of Commitment to Complete the Project

SHN, Trinity Associates, and Northern Hydrology are committed to complete this project within the proposed schedule and budget.

## 6. Professional References

Jere Kleinbach, Harbor Master  
Kevin Michel, Assistant Harbor Manager, Harbor Commission Secretary and Treasurer  
Noyo Harbor District  
19101 South Harbor Drive  
Fort Bragg, CA 95437  
707-964-4719

Eric Nelson, Refuge Manager  
Humboldt Bay National Wildlife Refuge  
US Fish and Wildlife Service  
P.O. Box 576  
Loleta, CA 95551  
707-733-5406  
[eric t nelson@fws.gov](mailto:eric.t.nelson@fws.gov)

Joel Gerwein, Project Manager  
California State Coastal Conservancy  
1330 Broadway, 13th Floor  
Oakland, CA 94612-2530  
510-286-4170  
[jgerwein@scc.ca.gov](mailto:jgerwein@scc.ca.gov)

Lisa Savage and Lisa Shikany  
City of Eureka  
531 K Street  
Eureka, CA 95501  
707-441-4186  
[lsavage@ci.eureka.ca.gov](mailto:lsavage@ci.eureka.ca.gov)  
[lshikany@ci.eureka.ca.gov](mailto:lshikany@ci.eureka.ca.gov)



## 7. Conflicts of Interest

To the best of our knowledge, SHN and its team partners have no conflict of interest related to completing this project. Furthermore, SHN and the team partners agree to avoid any real or apparent conflict of interest, on our part, our employees, officers and directors of the firm, or any of our subcontractors on the project.

SHN located the tidal wetland mitigation site near the mouth of Eureka Slough, developed the designs and specifications for the construction bid based on tidal datums and reference salt marshes, and managed the construction contractor. The chosen site was an old landfill, situated high above mean higher high water. The site offered a multitude of benefits, including the removal of historic mill debris from a tidal wetland and restoring salt marsh in an area that was contiguous to other salt marsh, had a high sediment source from Freshwater Creek and eelgrass from the Eureka Slough channel to deposit organic flotsam. To assess the success of the restored salt marsh, SHN prepared the vegetative palette and a five-year monitoring plan. In partnership with Samara Restoration as the landscape contractor, SHN was selected as the habitat specialist to implement the monitoring plan. An agency-approved reference salt marsh is located in close proximity in a portion of in-tact high salt marsh

Since 2011, when the tidal wetland construction occurred, the site has responded magnificently. The as-built was acceptable with relation to the design, the barren hard-packed underlying sediments have aggraded with fine sediment sourced from Humboldt Bay and Freshwater Creek. Revegetation has steadily increased in density across the site from planted plugs and natural reseeding. Invasive species (specifically *Spartina densiflora*) have been minimized through maintenance and competition. This spring, a large patch of the rare species, Point Reyes Bird's Beak has colonized along the higher marsh edge of the site and will bloom in the next few weeks. The first quantitative revegetation evaluation will occur in June of this year.

## **Humboldt Bay Shoreline Inventory, Mapping and Sea Level Rise Vulnerability Assessment (Trinity Associates)**

In January of 2013, Aldaron Laird, environmental planner with Trinity Associates, completed the Humboldt Bay Shoreline Inventory, Mapping and Sea Level Rise Vulnerability Assessment for the State Coastal Conservancy; <http://scc.ca.gov/2013/01/22/humboldt-bay-shoreline-inventory-mapping-and-sea-level-rise-vulnerability-assessment/>

Aldaron's shoreline mapping and sea level rise study accomplished the following:

- 1) Created a geospatial database of the entire shoreline of Humboldt Bay, documenting shoreline structure, cover, elevation, and the presence of tidal wetlands.
- 2) Identified shoreline segments that are vulnerable, under existing conditions, to coastal erosion and overtopping and flooding of low lying former tidelands.
- 3) Identified shoreline segments that would be vulnerable, from rising sea levels, to overtopping and flooding of low lying former tidelands.
- 4) Identified at risk land uses, infrastructure, and resources, from shoreline vulnerability from existing and future sea level elevations.

Over the last 160 years, the bay's shoreline has increased from 60 to 102 miles in length, which is significant, as this means there is more shoreline that must be maintained. Today, 75 percent of the shoreline is artificial. The majority of the man-made shoreline, approximately 41 miles, is composed of earthen dikes and 11 miles of abandoned railroad grade. These dikes and railroad grade, the first of which were built in the 1880s, have kept the daily tides from inundating nearly nine thousand acres of now mostly agricultural grazing land around Humboldt Bay. But in the last decade, there have been several instances where dikes have breached or were overtopped. In 2003, extreme high tide and storm surge breached a dike on Mad River Slough and flooded several

Appendix A

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Curriculum Vitae

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#### Areas of Expertise

- Project Management
- Regulatory Compliance and Permitting
- Site Assessments
- Characterization and Remediation
- Resource Management
- Program and Procedure Development

Years of Experience: 19

Years with SHN: 10

#### Professional Registrations

Professional Geologist,  
California; No. 7288

Certified Hydrogeologist  
California; No. 762

Professional Geologist,  
Oregon; No. 2071

#### Professional Training

Geochemistry of Hazardous  
Waste; UC Berkeley  
Extension, 1996

Groundwater Hydrology; UC  
Berkeley Extension, 1997

GIS Short Course; UC  
Berkeley Extension, 2000

Monitored Natural  
Attenuation; UC Berkeley  
Extension, 2003

#### Certifications

40-hour SARA/OSHA  
Certified

8-hour SARA/OSHA  
Supervisor Training

First Aid and CPR Certified

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## Erik J. Nielsen, PG, CHG

### Professional Geologist Certified Hydrogeologist



#### Education

B.S., Geology, University of the Pacific, Stockton, CA, 1994

#### Professional History

Geologist/Hydrogeologist SHN Consulting Engineers & Geologists 2002–present

Geologist/Hydrogeologist Weiss Associates, 1994–2002

Staff Geologist BHP Minerals 1992

#### Qualifications

Mr. Nielsen has considerable experience in environmental and applied geology and hydrogeology, regulatory compliance and permitting, site characterization and remediation, plan and procedure development, water quality monitoring and evaluation, and project management.

He has worked with local, county, state, and federal agencies on numerous projects involving a variety of disciplines, and has substantial knowledge of the procedures necessary for implementing proper project planning.

#### Representative Projects

**Noyo Harbor District; Fort Bragg CA.** 2010 to Present. Project manager for dredge spoils removal from the Noyo Harbor District's upland storage site. Project involves evaluating dredge material through sample collection and testing, assessment of material placement locations, working with regulatory oversight agencies, completing topographic surveys and grading plans, and preparing construction specifications and bid documents.

**Humboldt Bay Power Plant; Eureka, CA.** 2008 to Present. Project manager for PG&E facility decommissioning project. Project has involved tidal influence studies, site hydrogeologic assessments, groundwater and surface water monitoring and reporting programs, canal sediment characterization and transport studies, bluff slope stability analysis, topographic surveys, assessment of hydrologic impacts from slurry wall installation, working with regulatory oversight agencies, and planning and permitting.

**Jordan Cove Energy; Coos Bay, OR.** 2005 to 2007. Task manager for development and implementation of the sediment sampling and analysis plan for dredging prism characterization. The project involved collection and testing of in-place material for physical and chemical characteristics in accordance with ACOE guidelines in the Inland Testing Manual (ITM). Based on results of material testing, an evaluation of disposal options was completed for environmental impact and compliance with water quality standards.

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## Distinguishing Qualifications

- Regulatory planning
- CEQA/NEPA document preparation
- Closely working with regulatory agencies
- Wetland Delineations and Mitigation Plans
- Habitat Assessments
- Geographic Information System (GIS) software

**Years of Experience:** 7

Years at SHN: 7

## Memberships:

American Planning Association

Association of Environmental Professionals

Society of Wetland Scientists

## Professional Certifications/ Training

Certificate of Completion for U.S. Army Corps of Engineers Wetland Delineation and Management Training Program

Tiburon Romberg Center Advanced Wetland Delineation Training Course

California Construction General Permit Training for Qualified SWPPP Developer and Qualified SWPPP Practitioner

California Rapid Assessment Method Practitioner

# Rosalind Litzky

## Environmental Planner/Wetland Scientist



## Education

MS. Environmental Management, University of San Francisco (in progress; expected completion Fall 2013)

BS, Environmental Science: Landscape Ecosystems, Humboldt State University, 2006

AA, General Studies, Santa Rosa Junior College, 2003

## Professional History

Environmental Planner/ SHN Consulting Engineers & Geologists 2006–present  
Wetland Scientist

## Qualifications

Ms. Litzky has extensive knowledge of regulations and guidelines pertaining to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as well as special status species, environmentally sensitive habitat areas including wetlands. She prepares environmental analyses by using the work of multi-disciplinary professionals conducting environmental studies and by applying GIS tools for assessment. Ms. Litzky acquires permits from regulatory agencies in compliance with local, state, and federal environmental regulations. Ms. Litzky also has conducted wetland delineations, special status species assessments and focused surveys, and habitat evaluations for projects in both rural and urban habitats.

## Representative Projects

**Eureka Slough Salt Marsh Mitigation for the Eureka Inner Dock and Boardwalk Revitalization Project Five-Year Monitoring Plan; Eureka, CA.** 2010-2011. Wetlands scientist and planner for a salt marsh restoration plan along the Eureka Slough. Currently, conducting monitoring.

**Salt Marsh Mitigation Plan for the Elk River Access / Iksori Trail Project; Eureka, CA.** 2006-ongoing. Wetlands scientist for a salt marsh restoration plan for the development of a new trail segment. Also, assisted with some permitting.

**Martin Slough Sewer Interceptor; Eureka, CA.** 2006-ongoing. Project planner and wetland scientist responsible for the CEQA addendum to an EIR, permit applications and approvals (ACOE, RWQCB, CDFW), and wetland delineation addendum for the Phase 2 of the project.

**Tuluwat Village Site Enhancement Project, Indian Island, Wiyot Tribe; Eureka, CA.** 2006-2012. Project planner responsible for assisting with permit compliance for construction of the bulkhead and hazardous cap.

**Roy Rook Boat Ramp and Old Townsite Boat Ramp, County of Del Norte; Lower Klamath River, CA.** 2007-2011. Project planner for two FEMA-funded disaster relief projects. Responsible for permit compliance during construction and preparation of a mitigated negative declaration and permits/approvals from the ACOE, Yurok Tribe, USEPA, CCC (only Old Townsite Boat Ramp), CDFW, State Lands Commission, and NMFS.



#### NATURAL RESOURCE MANAGEMENT IN HUMBOLDT BAY:

- 2010 to 2013; Humboldt Bay Shoreline Inventory: Mapping and Sea Level Rise Vulnerability Assessment Project, State Coastal Conservancy
- 2006 to 2007; Historical Atlas of Humboldt Bay and Eel River Delta, Humboldt Bay Harbor, Recreation, and Conservation District
- 2004 to 2013; Regulatory Compliance for Salmon Creek Estuary and Tidal Wetlands Restoration Program, Phases I, II, and III, Humboldt Bay National Wildlife Refuge
- 2006 to 2007; Historical Atlas of Humboldt Bay and Eel River Delta, Humboldt Bay Harbor, Recreation and Conservation District

#### SEA LEVEL RISE:

- 2012 to Present; Humboldt Bay Sea Level Rise Adaptation Planning Project: Humboldt Bay Harbor, Recreation, and Conservation District, for CEI and the State Coastal Conservancy
- 2010 to 2013; Humboldt Bay Shoreline Inventory and Mapping, and Sea Level Rise Vulnerability Assessment Project, State Coastal Conservancy.

### **Distinguishing Qualifications**

Aldaron is a founding board member of the Salmonid Restoration Federation and has been involved in habitat restoration since 1978. He has more than 20 years of experience securing regulatory compliance for projects affecting aquatic resources in California. Since 2003, Aldaron's environmental planning experience has been used by technical design teams to identify regulatory constraints to proposed project designs and prepare environmental documents, as well as secure consultations and permit approvals for 12 projects on Humboldt Bay. Aldaron's recent regulatory compliance experience in tidal and estuarine environments also extends beyond Humboldt Bay to the Klamath River with the Yurok Tribal Fisheries Program, and Ten Mile River with The Nature Conservancy. The Pacific Coast Joint Venture retained Aldaron to investigate the regulatory challenges inherent in the California Coastal Act and its administration to enhancing wetlands in California's coastal zone, and recently to investigate permit streamlining strategies for coastal wetland enhancement projects. Aldaron is a Director of the Coastal Ecosystems Institute of Northern California (CEI) Board. Aldaron assisted CEI in preparation of a grant application, scope of work, and budget for the Humboldt Bay Sea Level Rise Adaptation Project, specifically securing local land use authority support for the Adaptation Planning Working Group component of the Project. Aldaron is the Humboldt Bay Harbor, Recreation and Conservation District's sea level rise planner for this Project. Aldaron is also a former Planning Commissioner for the City of Arcata (1996-2006), is current President of the Humboldt Bay Municipal Water District, Director for Division Five, and he also represents the North Coast water agencies on the Board of the Association of California Water Agencies.

## CERTIFICATIONS / PERMITS

Threatened Species (Western Snowy Plover) Recovery Authorized (limited) Individual US Fish & Wildlife Service Permit # TE-823807-3

Marbled Murrelet Observer Training and Certification, Mad River Biologists, 1993 – 2010

Basic Training in Wildland Fire Fighting, Shasta College, 1990.

## AFFILIATIONS / VOLUNTEER ACTIVITIES

Society of Wetland Scientists, Member since 2005

California Native Plant Society, Member since 1994

International Bird Rescue Research Center, Cordelia, CA. Oil Spill Response Team Member 2009-2010.

Northcoast Marine Mammal Center, Crescent City, CA. Volunteer 2007-2010

Humboldt Wildlife Care Center, Arcata, CA. Volunteer 2007-2009

Past Program Chair for Northcoast Chapter of California Native Plant Society, 2003-2005

Field Trip Leader  
*Godwit Days* 2003-2008  
*Alutian Goose Festival* 2006

## California Wetlands Demonstration Project

**Clients:** Humboldt Bay Harbor Recreation and Conservation District, Eureka, California and Roberts Environmental & Conservation Planning LLC, Davis, California

Core member of the North Coast regional team for the California Wetlands Demonstration Project, an EPA-funded project designed to foster collaboration, coordination and consensus for wetland assessment. Participated in training, data collection, and statewide calibration exercises for estuarine and depressional wetlands using the California Rapid Assessment Method, a rapid, science-based method for assessing the functional value of wetland habitats.

## Ma-le'l Dunes Cooperative Management Area Environmental Assessment/Initial Study

**Client:** Humboldt Water Resources, Arcata, California

Conducted an environmental assessment and prepared the biological resource section of the initial study for the Ma-le'l Dunes Cooperative Management Area, a 444-acre public property jointly managed by the Bureau of Land Management (BLM) and U.S. Fish and Wildlife Service (FWS). Analyzed the proposed action and three alternatives in regard to impacts to sensitive flora, fauna and natural communities and established appropriate mitigation measures for project impacts in consultation with the BLM and FWS.

## Bear River Wind Power Project

**Client:** Shell Wind Energy, Houston, Texas

Conducted botanical surveys and wetland investigations and delineations for a proposed wind energy farm on Bear River Ridge near Ferndale, California. Prepared a report that documents the results of the surveys and recommendations for avoiding and/or minimizing impacts to populations of Special-status plant species and federal jurisdictional wetlands.

## Wetland Delineation and Biological Study for the Eel River Estuary Preserve Road Improvement Project

**Client:** The Wildlands Conservancy, Oak Glen, California

Conducted wetland delineations and biological studies, including intensive botanical surveys and vegetation mapping, on a 360-acre private nature preserve in the Ferndale area of Humboldt County. Consulted with permitting agencies on wetland mitigation options, and establishing least environmentally damaging alternative for proposed access road, and bridge replacement and construction.

## Samoa Peninsula Water Pipeline Repair and Maintenance Project

**Client:** Humboldt Bay Municipal Water District, Eureka, California

Conducted botanical surveys along water pipeline corridor on the North Spit of Humboldt Bay to identify potential impacts to rare plant populations and project constraints for planned pipeline repair and maintenance activities. Prepared a mitigation plan for the federally listed beach layia (*Layia carnosa*) and provided on-site monitoring of repair/maintenance activities and mitigation areas.

## MacKerricker State Park Coastal Trail Project

**Client:** Edaw, Inc., Sacramento, California

Conducted botanical surveys and habitat mapping for the development of a paved coastal trail through a sensitive dune area at MacKerricher State Park in Mendocino County, California. Provided methods, results, and detailed field habitat maps to Edaw, Inc. for preparation of Environmental Impact Report.

### **Humboldt Reclamation District Levee Repair Project Biological Study**

**Client:** Oscar Larson and Associates, Eureka, California

Conducted botanical surveys along the District's Mad River Slough and Arcata Bay levee system for rare salt marsh species and eelgrass. Prepared a mitigation plan for the conservation of Humboldt Bay owl's-clover and Point Reyes bird's-beak, which included seasonal pre-construction seed collection and post-construction re-vegetation. Prepared a delineation of the upland levee from surrounding wetlands to quantify wetland impacts from levee repair activities, and conducted baseline and post-construction monitoring of eelgrass along channel banks to detect change in density and distribution.

### **Mitigation and Monitoring Plan for Wetland Impacts from Rip-Rap Placement at the Mad River Mouth, Humboldt County**

**Client:** Caltrans District 1, Eureka, California

Prepared a mitigation and monitoring plan for a rock slope protection revetment constructed by Caltrans in an undeveloped coastal area at the former mouth of the Mad River in Humboldt County. Fieldwork was conducted to characterize and delineate existing on-site and adjacent wetland habitats, and to document Special-status species that may occur within proposed mitigation areas. The plan was designed to restore coastal habitats impacted by the revetment project to naturally functioning upland and wetland systems.

### **Mendocino Headlands State Park Marbled Murrelet and Northern Spotted Owl Surveys**

**Client:** California Department of Parks and Recreation, Mendocino

Performed survey station layout and protocol-level marbled murrelet and northern spotted owl surveys for a road decommission project in the Big River watershed in Mendocino, California. Responsible for survey crew, schedule, data submission and reporting to client.

### **InterTribal Sinkyone Wilderness Council Public Trails Project**

**Client:** InterTribal Sinkyone Wilderness Council, Ukiah, California

Conducted botanical surveys for three proposed trail alignments within the Sinkyone Wilderness to document presence or absence of Special-status plant species in support of the CEQA/NEPA compliance process for the proposed project. Provided report that documents the results of the surveys and recommendations for avoiding impacts to rare plant populations.

### **Rare Plant Habitat Assessments and Botanical Surveys**

**Client:** Pacific Lumber Company (now Humboldt Redwood Company), Scotia, California

Participated in the early implementation of Pacific Lumber Company's Habitat Conservation Plan by conducting habitat assessments for rare plant species listed under the company's HCP. The assessment work eventually led to a significant amount of vascular and nonvascular plant survey work performed since 2000.

### **Humboldt Sanitation Biological Study and Wetland Delineation**

**Client:** Oscar Larson & Associates, Eureka, California

Conducted a wetland delineation and biological constraints analysis for a transfer station expansion project. Designed a wetland restoration plan for degraded wetlands to offset impacts from proposed development and documented Special-status species occurring on site.



## Consulting Engineers & Geologists, Inc.

### Fee Schedule January 1, 2013

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

<b>Hourly Charge Rates</b>		
<b>Position<sup>1</sup></b>	<b>Hourly Rates</b>	
Principal Engineer	\$ 130.00	- \$160.00
Principal Engineering Geologist	\$ 120.00	- \$150.00
Principal Surveyor	\$ 120.00	- \$145.00
Project Manager	\$ 80.00	- \$150.00
Senior Planner	\$ 90.00	- \$130.00
Senior Engineer	\$ 100.00	- \$145.00
Senior Geotechnical Engineer	\$ 100.00	- \$150.00
Senior Geologist	\$ 90.00	- \$135.00
Senior Surveyor	\$ 90.00	- \$125.00
Engineer	\$ 75.00	- \$115.00
Traffic Engineer	\$ 80.00	- \$135.00
Geologist	\$ 70.00	- \$110.00
Certified Industrial Hygienist	\$ 90.00	- \$135.00
Environmental Specialist	\$ 60.00	- \$125.00
Environmental Planner	\$ 60.00	- \$100.00
Staff Surveyor <sup>3</sup>	\$ 60.00	- \$ 95.00
Assistant Engineer	\$ 60.00	- \$ 95.00
Survey Party Chief <sup>3</sup>	\$ 60.00	- \$ 95.00
Junior Engineer	\$ 55.00	- \$ 85.00
Engineering Technician/Draftsperson <sup>3</sup>	\$ 55.00	- \$ 85.00
Lab/Field Technician <sup>3</sup>	\$ 55.00	- \$ 90.00
Survey Technician <sup>3</sup>	\$ 50.00	- \$ 80.00
Technical Writer	\$ 45.00	- \$ 65.00
Clerical	\$ 45.00	- \$ 65.00
Expert Witness <sup>2,4</sup>	\$150.00	- \$250.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work.

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

**Reimbursables, Continued**

**Field Testing and Equipment, Continued:**

Roto-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 20.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 30.00/day*+
Well Point	\$ 50.00/day
Well Wizard	\$100.00/day*+

**Survey Equipment:**

Data Collector	\$ 5.00/hour
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Robotic Total Station	\$ 40.00/hour
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 12.50/hour

**Laboratory Tests:**

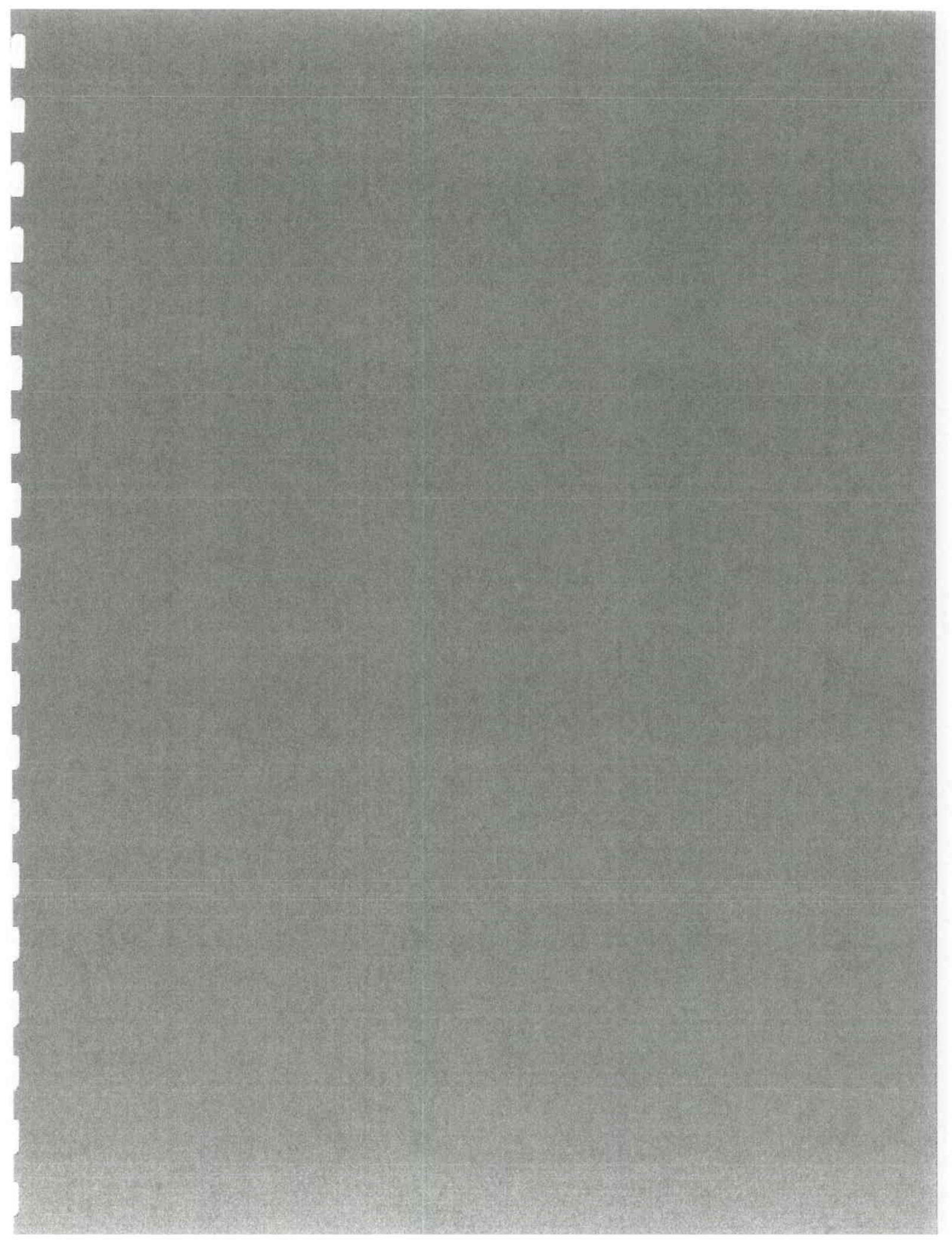
Asphalt Briquette Compaction	\$ 50.00/ea. <sup>(1)</sup>
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$190.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$150.00/ea.
6-inch Mold	\$150.00/ea.
Check Point	\$ 50.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. <sup>(2)</sup>
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$130.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$100.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$115.00/point
Additional cycles (each)	\$ 50.00/ea.
Disposable Concrete Molds	\$ 2.00/ea.

\* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.

(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.



**REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR A  
FEASIBILITY STUDY FOR THE BENEFICIAL REUSE OF DREDGED  
MATERIALS FOR TIDAL MARSH RESTORATION AND SEA LEVEL  
RISE ADAPTATION IN HUMBOLDT BAY  
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION  
DISTRICT**

**P.O. Box 1030  
Eureka, CA 95502-1030**

The Humboldt Bay Harbor, Recreation and Conservation District is soliciting Statements of Qualifications from qualified consulting firms to produce a Feasibility Study for the Beneficial Reuse of Dredged Materials in Humboldt Bay.

The Request for Qualifications document is available at the Harbor District office, 601 Startare Drive, Woodley Island, Eureka, California (phone 707-443-0801) between the hours of 8:00 AM and 5:00 PM Monday through Friday and on the District's website at [www.humboldtby.org](http://www.humboldtby.org)

Completed Statements of Qualifications must be received by the Humboldt Bay Harbor District by 4:00 PM May 31, 2013 to be eligible for consideration.

The Harbor District reserves the right to reject any and all responses to this request. The Harbor District will not be liable for any cost incurred incidental to the preparation, submittal or evaluation of any response to this request, or in the negotiation, execution and delivery of an agreement that may be awarded as a result of this Request for Qualifications.

**Mike Wilson  
President, Board of Commissioners  
Humboldt Bay Harbor, Recreation and Conservation District**

**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT  
P.O. Box 1030  
EUREKA, CA 95502-1030**

## **Request for Qualifications**

### **SUMMARY**

The Humboldt Bay Harbor, Recreation and Conservation District (Harbor District) is requesting Statements of Qualifications from qualified firms and individuals to prepare a study of the feasibility of beneficial reuse of dredged materials for habitat restoration and sea level rise adaptation in Humboldt Bay.

Dredging is an ongoing and necessary component of maintaining navigational safety and maritime activities in Humboldt Bay. Disposing of the dredged materials generated in these projects is expensive and can be difficult to permit, in part because it has been approached as a waste disposal issue rather than as a potentially valuable material for beneficial reuse.

There is increasing interest in wetland habitat restoration around Humboldt Bay, and in preparing for the challenges that sea level rise will pose to the human infrastructure and the natural habitats in and around the Bay. These efforts may require substantial volumes of material, to raise the elevation of subsided tidelands behind dikes, to create or restore salt marsh both as habitat and as natural 'armoring' for infrastructure, and to help repair and strengthen dikes. Local efforts currently underway and highly relevant to this project include the development of a Coastal Regional Sediment Management Plan by the Army Corps of Engineers, and the Humboldt Bay Sea Level Rise Adaptation Planning Project.

### **BACKGROUND**

During the late-nineteenth and early twentieth centuries, diking and filling for agricultural use reduced Humboldt Bay salt marshes from an estimated 10,000 acres to only 850 acres today, less than 10% of the estimated historic extent. Diking and draining of former tidelands has led to their subsidence over time. Marsh soils typically have high organic matter content because the anaerobic conditions associated with frequent flooding are not conducive to decomposition. When tidal inundation is restricted or eliminated, the organic matter in the soil breaks down and the soil subsides, often resulting in lower elevations in diked former tidelands than in adjacent intertidal coastal marshes. For example, elevations in diked former tidelands at the White Slough Unit of the Humboldt Bay National Wildlife Refuge (HBNWR) are approximately three feet lower than elevations of tidal marsh adjacent to and outside the dikes. If dikes around these areas are breached without fill material being added to the former tidelands, they would become mudflats or subtidal habitats instead of tidal marsh. Natural resource agencies such as HBNWR seek to restore diked former tidelands in areas like White Slough, but are constrained by the lack of fill



material to raise surface elevations adequately to restore tidal marsh. Dredged materials may provide suitable fill to raise the elevations of these areas. Dredged materials have been used successfully for wetland restoration at the Sonoma Baylands and at the Hamilton Wetlands, both Conservancy funded projects in Northern San Francisco Bay.

Dredged materials in Humboldt Bay are generated by two distinct types of dredging operations: 1) maintenance dredging of the federally-authorized navigation channels and 2) maintenance dredging conducted at a variety of public and private facilities outside of the federally authorized channels (“small scale dredging”). Dredged material from the federal channels is composed primarily of coarse sediment and, since 1990, has been transported to the approved Humboldt Open Ocean Disposal Site (HOODS) approximately 3 nautical miles northwest of the entrance to Humboldt Bay. In order to keep sediment in the littoral cell and decrease the potential recession of the North Spit of Humboldt Bay, the US Army Corps of Engineers plans to begin placing dredged material from the federal channels in a temporary nearshore disposal site, located 3.5 miles north of the entrance to Humboldt Bay. Since the 1970s, dredged material from small scale dredging has been transported to upland disposal sites, or on nearby beaches during the winter months. Small scale dredging generates between 210,000 and 300,000 cubic yards of materials every ten years. Approximately 200,000 cubic yards of the total comes from the Woodley Island Marina and the Eureka Public Marina, the two largest facilities where small scale dredging occurs.

The Harbor District is a county-wide special district with permit jurisdiction over all tide, submerged and other lands granted to the District including all of Humboldt Bay. It was created by the state legislature in 1970, and approved by the Humboldt County electorate in 1973 to oversee development of harbors in Humboldt Bay for benefit of the public. Along with the US Army Corps of Engineers and the California Coastal Commission, the Harbor District regulates dredging and disposal activities in Humboldt Bay. Its role in maintaining the Port of Humboldt Bay and conserving Humboldt Bay’s natural resources makes it uniquely qualified to carry out this project. The Draft CRSMP for the Eureka Littoral Cell recommends that the Harbor District and the County be the lead agencies for the adoption of the final CRSMP.

## **SCOPE OF WORK**

This Request for Qualifications is for the preparation of a study examining the feasibility of beneficial reuse of dredged materials for habitat restoration and sea level rise adaptation in Humboldt Bay. Such projects could include the creation of marshes on the Bay side of dikes, or the creation of brackish marshes and set-back dikes on the landward-side of dikes. Climate change adaptation approaches involving marsh creation can reduce vulnerability to sea level rise while providing environmental benefits, and have been evaluated for use at sites in San Francisco Bay, such as the Hayward Shoreline<sup>1</sup>.

The feasibility study would build off of the Coastal Regional Sediment Management Plan (CRSMP) for the Eureka Littoral Cell prepared by Moffat and Nichol for the U.S. Army

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<sup>1</sup> Preliminary Study of the Effect of Sea Level Rise on the Resources of the Hayward Shoreline (March 2010) prepared by Phillip Williams and Associates for the Hayward Area Shoreline Planning Association.

Corps of Engineers. The CRSMP includes a discussion of the potential to utilize dredged materials from Humboldt Bay for tidal marsh restoration and for creating transitional marsh edge habitat in place of armored shorelines, possibly including a recreational trail in the transitional area. The feasibility study will further develop the reuse approaches outlined in the CRSMP, as well as identify additional or alternative reuse potential. At least three pilot projects will be identified and explored in detail, including the physical, biological, financial, and regulatory opportunities and constraints. At least one of the three pilot projects will be developed at the level of detail needed to advance directly to the engineering and permitting stage.

Specific study objectives include a) identifying specific reuse project types and locations; b) identifying key hurdles (regulatory, fiscal, etc...) to project implementation and paths to address those hurdles; c) engaging agencies and other stakeholders throughout the process; and d) analysis of at least three beneficial reuse pilot project opportunities, and development of at least one of those pilot projects at the level of detail needed to advance directly to the engineering and permitting stage.

An advisory committee will be convened by the Harbor District to scope and review the feasibility study. The consultant will be expected to attend a minimum of two meetings with the advisory committee. One meeting would be held at the conclusion of Task 1 to determine the scope of the study and select sites, and an additional meeting would be held to present the draft study for review and discussion. The consultant will be expected to incorporate comments from the advisory committee at both points.

Anticipated tasks and deliverables include the following:

1. Outline of Study: An initial outline of the feasibility study will be developed, including a methodology for the feasibility assessment and a list of potential pilot project sites. The consultant would present the draft outline and site list at a meeting of the advisory committee and incorporate one round of comments into a final outline.

Deliverable: Study outline, including methodology and draft list of sites.

Schedule: Six weeks after contract execution

2. Final Study Outline: including study methodology and site selection.

Schedule: Eight weeks after contract execution

3. Feasibility Study: The study will assess the feasibility of dredged material reuse for habitat restoration and sea level rise adaptation in Humboldt Bay, with a focus on the specific sites identified in Task 1, including the physical, biological, financial, and regulatory opportunities and constraints. The study will include a) an analysis of the approximate volume of sediment required to achieve conceptual restoration and/or adaptation goals at specific sites; b) an assessment of potential sediment sources, including an analysis of sediment quality criteria (grain size, contaminant levels..) appropriate to different reuse options; c) potential methods and approximate costs for delivering dredged material to project sites, and d) identifying key hurdles (regulatory, fiscal, etc...) to project implementation and paths to address those hurdles. The

study will include comparisons of beneficial reuse costs, challenges, and opportunities relative to currently used disposal options for Humboldt Bay sediments. The study will include analysis and conceptual design of at least one pilot project at the level of detail needed to advance directly to the engineering and permitting stage.

In addition to more frequent comments and communications with Harbor District staff, the consultant will present a draft study at a meeting of the advisory committee and incorporate those comments into the final study. The final workplan details will be set via the contract between the Consultant and District; a draft schedule and deliverables are provided here to represent how the District foresees that workplan.

#### Deliverables

#### Draft Schedule

##### A. Draft Study Outline and Initial Advisory Committee Meeting

6 weeks after contract execution

##### B. Final Study Outline and site selection

8 weeks after contract execution

##### C. Draft assessment of one site (as a template)

12 weeks after contract execution

##### D. Draft feasibility study

24 weeks after contract execution

##### E. Final feasibility study

30 weeks after contract execution

The selected consultant shall provide regular project updates to the Harbor District.

### **FUNDING**

The Harbor District has a maximum of \$70,000 available for this contract.

### **SUBMITTAL GUIDELINES**

Interested firms/teams should submit to the Harbor District a statement of qualification and a written statement of approach. Proposals must include:

1. Identification of members of the firm/team, including Curriculum vitae of each member of the firm/team, identifying relevant education and experience (see below). If the firm/team contemplates any subcontract for the performance of any contract tasks, please identify those tasks and subcontractors.
2. A description of the consultants' proposed approach to completing the tasks outlined in the scope of work and in developing the study (maximum of 4 pages)
3. A tentative schedule

4. The job title, hourly billing rate, expected number of hours, and the percent of their time each team member will devote to each task. In addition, a statement of anticipated expenses in addition to the hourly rates, (i.e. office overhead, travel...)
5. A statement of commitment to complete the project with the available funds as described above.
6. Name and contact information of three professional references for the team/firm.
7. Any potential conflicts of interest that the firm/team may have in carrying out the tasks described herein.
8. Descriptions of no more than three projects completed by the consultant which are indicative of the ability to carry out this project.

Please submit three (3) copies of your response to this RFQ. Responses must be received by the Harbor District on or before **5pm on May 31<sup>st</sup> 2013** to be considered. SOQs should be addressed to:

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

### **Reviewing the SOQs**

Potential contractors will be ranked based on the following criteria:

- 1) Responsiveness to this Request, especially the submittal guidelines, and demonstrated understanding of the project goals and scope.
- 2) Demonstrated competence in the areas of environmental compliance and natural resource planning, including:
  - Experience with relevant environmental laws and regulations
  - Experience with dredged materials reuse projects
  - Experience in preparing natural resource management plans
  - Experience with estuarine/tidal marsh restoration, especially in Humboldt Bay
  - Experience with natural resource management in the Humboldt Bay region
  - Experience acquiring permits for similar projects in the Coastal Zone
  - GIS mapping capability
- 3) Specialized qualifications for the services to be performed, such as experience developing or implementing beneficial reuse projects, dredge projects and dredged material disposal projects, sea level rise adaption plans, or habitat restoration plans;

- 4) State-Certified small Business status of the contractor submitting a statement of qualification;
- 5) State-Certified Disabled Veteran Business Enterprise (DVBE) status of the contractor submitting a statement of qualification;

### **Selection Process**

The anticipated selection process is as follows:

1. A panel will review the qualifications submitted.
2. The panel may request additional information from one or all Consultants.
3. Interviews may be scheduled with one or more Consultants.
4. The selected Consultant will be invited to enter into contract negotiations with the District .
5. Should the District and the selected firm(s) not reach a mutual agreement, the District will terminate negotiations and move to the next qualified firm and proceed with negotiations.

The retained consultant will be hired as an independent contractor pursuant to a contract with the Harbor District. The contractor will be required to carry all applicable insurances with the District named as an additional insured and to provide appropriate indemnification to the District.

The consultant should anticipate that ten percent (10%) will be withheld until all work is completed to the satisfaction of the Harbor District. The Harbor District must also approve all interim work products before payment.

### **Contact**

Questions about the RFQ process may be emailed to Dan Berman, Humboldt Bay Harbor Recreation and Conservation District, [dberman@humbolddbay.org](mailto:dberman@humbolddbay.org). No phone calls please.

11b

HOG ISLAND OYSTER COMPANY  
TIDE AND SUBMERGED LAND LEASE

This Lease is made and entered into as of the 26th day of September, 2013, by and between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT (hereinafter referred to as "Lessor"), a California public entity acting pursuant to Harbors and Navigation Code Appendix II, and HOG ISLAND OYSTER COMPANY, a California corporation (hereinafter referred to as "Lessee").

**1: Description of Lease Premises**

1.1 Lessor hereby leases to Lessee and Lessee leases from Lessor, on the terms, covenants and conditions set forth herein, those certain tideland and submerged lands located in Humboldt County, California, and more particularly described in Exhibit A attached hereto and shown generally on Exhibit B attached hereto, hereinafter referred to as the "Lease Premises."

**2. Term**

2.1 The original term of this Lease shall commence as of October 1, 2013 (the "Commencement Date"), and end on October 1, 2023, unless sooner terminated pursuant to any provision hereof. This lease is subject to the California Environmental Quality Act (CEQA), and conditional upon compliance with the CEQA process. This lease is further conditioned upon Lessee obtaining the necessary permits and authorizations from other agencies, including but not limited to the California Coastal Commission and U.S. Army Corps of Engineers. If the CEQA compliance process or obtaining the necessary permits and authorizations from other agencies is completed after the anticipated commencement for the term of this Lease, the parties will adjust the term of the lease accordingly.

2.2 If Lessee, after all reasonable efforts, is unable to secure all necessary permits and authorizations from other agencies required to commence the uses described in Paragraph 5.1 within one (1) year of the Commencement Date, it shall have the option to terminate this Lease, without any additional payment of rent or other penalty or remedy permitted pursuant to Paragraph 11.

2.3 Should the Lease Premises become impaired as a shellfish growing area as evidenced by the loss of or the imposition of a limitation on the ability to grow shellfish based upon a determination by the California Department of Food and Agriculture, California Department of Fish and Wildlife, California Fish and Game Commission, or any other state or federal agency with such regulatory authority that the Lease Premises are not suitable for shellfish cultivation, harvesting, or growing, and, further, should such determination result from actions or agencies beyond the control of Lessee, the obligations of the parties under this Lease shall be subject to termination at the option of the Lessee, upon thirty (30) days' written notice to Lessor, without any additional payment of rent or other penalty or remedy permitted pursuant to Paragraph 11.

### **3. Option to Renew**

3.1 Option: Lessee is hereby granted four (4) options to extend this Lease for a term of five (5) years from and after the expiration of the original term or upon the expiration of any extensions exercised pursuant to this Section 3, upon the same terms and conditions of the original Lease except for the establishment of a new rent for the additional five-year period, using the guidelines set forth in Paragraph 4.2 of this Lease.

3.2 Lessee's Exercise of Option: To exercise the option to renew, Lessee shall give written notice to Lessor of Lessee's exercise of the option no later than twelve (12) months prior to the expiration of the original Lease term.

3.3 Extension Subject to Terms of Lease: The extension of this Lease for any of the five (5) year renewal periods is subject to all covenants, terms, conditions, reservations, restrictions, time limitations, and other provisions of this Lease, including the new rental amount. If Lessee is in material breach of this Agreement as defined in Section 11 hereafter, at the time of exercising the option to renew or at the commencement of the extended term, Lessee's right to exercise the option to renew shall be waived and forfeited and the Lease shall terminate as of the termination date of the original term or any extended term, and Lessee shall no longer have the right to renew this Lease for an additional five (5) year term.

3.4 Lease Deemed Renewed Upon Notice. The parties agree that upon Lessee giving written notice of exercise of its written option to renew the original Lease for an additional five (5) year period, this Lease shall be deemed renewed and the rent established for the additional five (5) year period, pursuant to the provisions of Paragraph 4.2.

### **4. Rent**

4.1 Payment of Rent. Subject to Paragraph 5.2.1, Lessee agrees to pay to Lessor at such place as Lessor may designate in writing and without deduction, offset, prior notice, or demand, as rent for the Lease Premises during the first year, the sum of five hundred eighty-four dollars (\$584) per month in lawful money of the United States of America, payable in advance on or before the first business day of each month during the term hereof commencing October 1, 2013.

4.2 Adjustments of Rent: Each year of this Lease, including during any extension term, the rent shall be adjusted for the next year by difference in the change of the U.S. Department of Labor Consumer Price Index, All Urban Consumers, West Urban Area. The most recent 12 months available in the Index 30 days prior to the start of the lease year will be used to calculate the increase. If there is a reduction in the index over the applicable period, there will be no increase or decrease in the rental amount for the next year.

4.3 Failure to Timely Pay Rent. If Lessee fails to pay the rent specified in this Lease by the fifteenth day of the month Lessee shall pay to Lessor a late charge of forty-five dollars (\$45) in addition to the accrued and unpaid rental, and, in addition to such charge, Lessee shall pay to Lessor interest at the rate of five sixths of 1 percent (0.8335%) per month upon the sum

due from the date on which such rental becomes due and payable to and including the date of payment in full. The Lessor shall apply any monies received from Lessee first to any penalty and interest charges and then to any rental or other sums then due. The penalty and interest charges provided by this paragraph are in addition to all other remedies that Lessor may have that are provided by this Lease or otherwise by law, to enforce payment of any rental or other sum that has become due and has not been paid.

4.4 Damage or Destruction of Premises. It is specifically agreed that in the event of the termination of this Lease by Lessor due to an uncured material default, prior to the expiration date of this original term, or prior to the expiration date of any renewal period, no portion of the rent paid in advance shall be refundable. It is specifically agreed that in the event the Lease Premises shall be damaged or destroyed by fire, the elements or an act of God such as an earthquake or tsunami that renders the Lease Premises substantially unusable by Lessee for the purposes for which the Lease Premises are devoted, Lessee shall have the right to terminate this Lease upon written notice to Lessor within thirty (30) days after the date of such fire, the elements or act of God such as an earthquake or tsunami that renders the Lease Premises substantially unusable by Lessee for the purposes for which the Lease Premises are devoted, and be entitled to a pro rata refund of the annual rental paid in advance from the date of such termination.

## **5. Land Use**

5.1 Use by Lessee, Improvements Authorized. Lessee agrees to use the Lease Premises as a mariculture facility and related uses as detailed more fully in Lessee's approved Harbor District Permit, the associated mitigated negative declaration, and as described in Lessee's Coastal Development Permit application filed with the California Coastal Commission on July 3, 2013 ("Approved Uses"). Lessee is hereby authorized to install mariculture equipment and associated improvements on the Lease Premises so long as such equipment and improvements are consistent with all required regulatory permissions and approvals (See Section 5.4 below). Lessee agrees to give reasonable notice to Lessor regarding construction and improvement activities to be undertaken at the Lease Premises, and will coordinate such activities with the Lessor and adjacent users of Lessor's property.

5.2 Improvements at Lessee's Expense. Subject to Paragraph 5.2.1, Lessee shall, at its own expense, maintain and keep the Lease Premises and all improvements in good order and repair and sound condition. All approved equipment and other personal property brought, placed or erected on the Lease Premises by Lessee shall be and remain the property of Lessee.

5.3 Alteration of Lease Premises. No alteration of the Lease Premises shall be undertaken during the term of this Lease and any renewal term thereof without prior written permission from Lessor, with the exception of the alterations as specified in the Approved Uses.

5.4 Regulatory Permission and Approvals. The Lease Premises are subject to regulation by a variety of government agencies, including but not limited to the County of Humboldt, the Coastal Commission, the Regional Water Quality Control Board, the Harbor District, and the U.S. Army Corps of Engineers. Approval of this Lease does not authorize any



activities or improvements on the Lease Premises that have not received all required regulatory permissions and approvals. Approval of this Lease by the Harbor District is separate from the issuance of a Harbor District Use Permit. Lessee shall be responsible for all necessary permits and compliance with all applicable requirements and regulations.

5.5 Access, Compatible Use of Surrounding Areas. Lessee acknowledges that the surrounding premises may be leased by Lessor to other parties for other uses, and Lessor agrees that such uses will be compatible and will not interfere with Lessee's use of the Lease Premises.

5.6 Non-Discrimination. Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age or physical disability.

5.7 Residential Structures. Improvements on the Lease Premises shall not be used as a residence or for the purpose of mooring a floating residence.

## **6. Reservations and Encumbrances**

6.1 Mineral Rights Reserved to the State of California. Lessor and Lessee acknowledge that all deposits of minerals, including oil and gas, on the Lease Premises have been reserved to the State of California pursuant to the Harbors and Navigation Code Appendix II, Section 78(g). Lessor furthermore expressly reserves all other natural resources in or on the Lease Premises, including but not limited to sand, gravel and inert earth. In no event shall any minerals or other natural resources be removed from the Lease Premises without the prior consent of Lessor. No dredge spoils materials shall be removed from the Lease Premises without Lessor's written consent which shall not be unreasonably withheld.

6.2 Lessor's Right of Entry. Lessor shall have the right to go on the Lease Premises during normal business hours and in groups of not more than three people and upon not less than 24 hours' notice for purposes of inspecting the Lease Premises or showing the same to prospective lenders or lessees.

6.3 Lessor's Right to Encumber Lease Premises. Lessor expressly reserves the right to lease or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent nor incompatible with the rights and privileges of Lessee under this Lease and provided that such lease or encumbrance does not interfere with Lessee's right to use and quiet enjoyment of the Lease Premises. Prior to leasing or encumbering the Lease Premises in whole or in part consistent with this Paragraph 6.3, Lessor will give Lessee six (6) months' notice and provide Lessee an opportunity to comment on Lessor's proposed lease or encumbrance.

6.4 Lease Subject to Pre-Existing Contracts; No Warranty of Fitness. This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and it is made without warranty by Lessor of condition of fitness of the land for the stated or intended use.

6.5 Lessee's Right to Exclude Persons from Lease Premises. Nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitute a material interference with Lessee's use and quiet enjoyment of the Lease Premises as provided under this Lease.

## **7. Rules, Regulations and Taxes**

The Lessee is hereby notified by Lessor that the possessory interest created hereunder may be subject to a possessory interest tax or property taxation when created, pursuant to Sections 107 to 107.6 of the California Revenue and Taxation Code or other applicable law, and that Lessee and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Lessee agrees and acknowledges that it has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that it may be required to pay a possessory interest tax as a result of this Lease and the letting to Lessee of the Lease Premises. Lessee hereby acknowledges that it has actual knowledge of the possible existence of a possessory interest tax and has read the provisions of Sections 107 to 107.6 of the California Revenue and Taxation Code. Lessee shall pay all possessory interest taxes levied by any governmental agencies by reason of this Lease or Lessee's possession of the Lease Premises.

## **8. Indemnification**

8.1 Lessee's Indemnification of Lessor. Lessor shall not be liable for and Lessee hereby agrees to indemnify, defend, hold harmless and to release Lessor, its Board of Commissioners, officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees) arising directly or indirectly, in whole or in part, or in any way connected with the breach of this Lease or Lessee's use of the Lease Premises. Nothing herein shall be construed as an assumption of liability by Lessee for pre-existing environmental conditions, known or unknown at execution of this Lease, caused by prior tenants or users of the Lease Premises or surrounding areas. Lessee does not assume nor does the Lessor assign to Lessee any liability or responsibility for environmental conditions that exist at the Lease Premises prior to the term of this Agreement, including but not limited to liability for Hazardous Substances, as that term is defined under relevant California State and Federal Law, that have come to be located at the Lease Premises.

8.2 Lessor's Indemnification of Lessee. Lessee shall not be liable for and Lessor hereby agrees to indemnify, defend and hold harmless and to release Lessee, its Board of Directors, officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, liabilities, actions, lawsuits and other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees) caused by the gross negligence or intentional misconduct of Lessor or Board of Commissioners, officers, agents and employees. Lessor agrees to indemnify and hold harmless Lessee for pre-existing environmental conditions, known or unknown at the execution of this Lease, caused by prior tenants or users of the Lease Premises or surrounding areas.

## **9. Insurance**

9.1 Liability Insurance Required. Lessee shall obtain, at its own expense and keep in full force and effect during the Lease term with an insurance company acceptable to Lessor, comprehensive, commercial general liability insurance providing bodily injury and property damage coverage, and shall include products liability and personal injury coverage with liability limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit insuring Lessee and Lessor and their authorized representatives, against any and all claims or liability, including but not limited to liability for injuries to persons and property, and for the death of any person or persons occurring in or about the Lease Premises, arising out of the use, occupancy, condition or maintenance of the Lease Premises and all improvements thereon. Lessee shall be the named insured. Lessee agrees that Lessor, its officers, agents and employees, including members of the Board of Commissioners of the Lessor, shall be named as an additional insured under such liability policy. Such insurance shall be primary to any insurance maintained by the Lessor.

9.2 Provision of Certificate of Insurance. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The certificate evidencing such insurance shall be filed with the Lessor upon the commencement of the term of this Lease and said certificate shall provide that such insurance coverage shall not be cancelled or reduced without at least thirty (30) days' written notice to Lessor. Within thirty (30) days of the renewal of any such policy, Lessee shall provide to Lessor a certificate showing that such coverage has been renewed.

9.3 Insurance in Effect at All Times. The liability insurance coverage specified in this Lease shall be in effect at all times during the Lease term including any and all renewal periods and subsequently until all of the Lease Premises has been accepted by Lessor as restored after completion by Lessee of the dismantling and removal of the improvements thereon pursuant to Section 13 of this Lease.

9.4 Adjustment of Insurance Coverage Upon Renewal. The required amount of insurance coverage may be reset by the parties at the beginning of any renewal term hereunder upon mutual agreement of the parties.

9.5 Performance of Indemnification Provision. All public liability insurance, property damage insurance and products liability insurance required by this Section 9 shall insure performance of the indemnity provisions of Section 8 of this Lease of the Lease Premises and the policy shall contain cross-liability endorsements.

## **10. Assignment**

Lessee shall not either voluntarily or by operation of law assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, without the prior written approval of Lessor, which approval Lessor shall not unreasonably withhold. All assignments, transfers and subleases of this Lease, and each of them,

shall be subject to all the covenants, terms, conditions, reservations, restrictions, time limitations and other provisions of this Lease.

## **11. Default and Remedies**

11.1 The occurrence of any one or more of the following events shall constitute a default or breach of this Lease by Lessee:

- (a) Lessee's failure to make any payment of rental or other consideration as required under this Lease, where such failure continues for three (3) days after written notice from Lessor to Lessee.
- (b) Lessee's failure to obtain or maintain any liability insurance required under Paragraph 9.1.
- (c) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

11.2 Other Remedies. In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may, at any time and with or without notice in addition to every other remedy given Lessor by law or equity, do any one or more of the following:

- (a) Continue this Lease in effect by not terminating Lessee's right to possession of said Lease Premises, in which event Lessor shall be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease;
- (b) Terminate this Lease and recover from Lessee:
  - (1) The worth at the time of award of the unpaid rent which has been earned at the time of termination of the Lease;
  - (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
  - (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

- (4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this Lease; or
- (c) Terminate the Lease and, in addition to any recoveries Lessee may seek under subparagraph (b) of this Paragraph, bring an action to reenter and regain possession of said Lease Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.
- (d) Exercise any other rights or remedy which Lessor may have at law or in equity.

**13. Removal of Improvements and Restoration of the Lease Premises Upon Expiration of Lease or Termination and Surrender of Lease Premises**

13.1 Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Lease Premises; however, Lessee shall have the right to remove any improvements installed by Lessee or personal property owned by Lessee on the Lease Premises within thirty (30) days after such expiration or termination of this Lease. Lessor may also, in Lessor's absolute discretion, require Lessee to remove all or any portion of such improvements at Lessee's sole expense and risk, provided, however, that Lessee shall be required to remove only such improvements as Lessor shall identify in writing to Lessee no later than thirty (30) days after expiration or earlier termination date of this Lease and Lessee shall only be required to remove entire structures or all such portions of a structure as are located on the Lease Premises; or, if Lessee refuses, Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense.

13.2 Restoration of Premises. In removing any improvements, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction, and shall complete all obligations of this Lease; provided that, nothing in the foregoing requirement shall be construed as expanding in any way the limitations of Lessee's indemnification obligations in Section 8 hereof. All such removal and restoration of the Lease Premises, required pursuant to this Section 13 of this Lease shall be commenced by Lessee no later than sixty (60) days and completed no later than one (1) year after the expiration or sooner termination of this Lease or any extension thereof. The deadlines for restoration of the premises shall be extended by the time that is required to obtain all necessary regulatory permits and approvals, provided that Lessee timely files applications for such permits and approvals. All such removal and restoration shall be to the reasonable satisfaction of Lessor.

13.3 Refusal to Timely Remove Improvements at end of Lease. If Lessee refuses or fails to timely dismantle and remove the improvements or portion of improvements designated by Lessor to be dismantled and removed from the Lease Premises and restore the Lease Premises as nearly as possible to its condition existing prior to the installation of the structures, buildings and facilities so placed thereon, Lessor may itself or may hire third parties to dismantle and remove such improvements and place the Lease Premises in a condition as near as possible to the condition of the Lease Premises existing prior to the installation of the structures, buildings and

facilities thereon at Lessee's sole expense and Lessee shall reimburse Lessor for all costs and expenses thereof of the dismantling and removal of improvements and restoration of the Lease Premises by Lessor or such parties designated by Lessor. Nothing in this provision shall be interpreted to preclude Lessor from bringing legal action for breach of contract and seeking damages in the form of anticipated cost of removal, even if said improvements have not actually been removed prior to the legal process.

13.4 Permits Required. In removing all improvements Lessee will be required to obtain any permits or any other governmental approval as may then be required by lawful authority.

13.5 No Removal or Replacement of Fill. Lessee shall not be required to remove or replace nor shall Lessor be required to pay for any fill remaining on this Lease Premises.

13.6 Surrender of Premises. Lessee agrees that on the expiration or sooner termination of this Lease or any renewal thereof Lessee shall responsibly leave and surrender the Lease Premises to Lessor in a state of good order, condition, repair and restoration, as provided in and subject to the time periods in Paragraphs 13.1 through 13.2.

#### **14. Quitclaim**

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor, a good and sufficient quitclaim of all rights under this Lease, subject to Lessee's right to occupy those portions of the Lease Premises necessary for removal of structures pursuant to Section 13. Should Lessee fail or refuse to deliver such a quitclaim, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Lease Premises and improvements thereon.

#### **15. Holding Over**

Any holding over by Lessee after the expiration of the Lease term, or any renewal, with or without the express or implied consent to Lessor, shall constitute a tenancy from month-to-month and shall be on terms, covenants and conditions of this Lease with rental, royalty or other consideration payable in advance on the first day of each month at the monthly rental rate stated in Section 4.1. Upon expiration or sooner termination of the Lease, Lessee shall not be required to pay the full rent to Lessor during the period when Lessee occupies the required portion of the Lease Premises necessary for the purposes of removal of the improvements and restoration of the Premises, pursuant to the provisions of Section 13 of this Lease, except to the extent that Lessee's continued occupancy interferes with the use of the Lessor or Lessor's assignees, or otherwise restricts the Lessor's ability to lease or rent the property. In no event shall the rent for this period be less than one-third of the last rental amount rate.

**16. Additional Provisions**

16.1 No Waiver. The failure to enforce any right hereunder, or the waiver by either party of any default or breach of any covenant, term, condition, restriction or time limitation herein shall not constitute a waiver of the future exercise of any such right or of any other default or breach, whether of the same or any other covenant, term, condition, restriction or time limitation herein regardless of such party's knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by Lessor shall not constitute a waiver of any preceding default or breach of any covenant, term, condition, restriction or time limitation, other than the failure of Lessee to pay the particular monies so accepted, regardless of Lessor's knowledge of such preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Lessor.

16.2 Time is of the Essence. Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

16.3 Notice. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery by messenger, overnight courier or telecopier, or, if mailed, upon the first to occur of actual receipt of forty-eight (48) hours after being placed in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, addressed to the parties as follows:

Lessor: Humboldt Bay Harbor, Recreation  
and Conservation District  
Post Office Box 1030  
Eureka, CA 95502-1030  
Attn: Chief Executive Officer  
Telephone: (707) 443-0801  
Facsimile: (707) 443-0800

Lessee: Hog Island Oyster Company  
Attn: John Finger  
PO Box 829  
Marshall, CA 94940

16.4 Consent. Where a party's consent is required under this Lease, its consent for one transaction or event shall not be deemed to be consent to any subsequent occurrence of the same or any other transaction event.

16.5 Amendment, Termination. This Lease may be terminated and its terms, covenants and conditions amended, revised or supplemented by written mutual agreement of the parties.

16.6 Binding on Successors and Assigns. The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

16.7 Severability. If any term, covenant or condition of this Lease is judicially determined to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

16.8 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

16.9 Jurisdiction. Lessor and Lessee consent to and agree that in the event any disputes or legal actions are commenced and litigated between Lessor and Lessee regarding the terms, conditions, rights, duties and obligations of the parties pursuant to the terms of this Lease, the Superior Court of California, County of Humboldt shall have exclusive jurisdiction of such disputes and/or legal actions. The parties further agree that this lease is entered into in Humboldt County, California, the place where the Lease Premises is located. This lease shall be construed and interpreted in accordance with the laws of the State of California.

16.10 Attorney's Fees and Costs: In the event of legal proceedings arising out the the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs of litigation.

16.11 Termination of Rights. Lessee agrees that on the expiration or termination of this Lease, Lessee shall responsibly leave and surrender the Lease Premises to Lessor in a state of good order, condition, repair upon removal by Lessee of the improvements thereon and restoration of the Lease Premises as provided for in Section 13 of this Lease. The exercise of any right of termination shall not release Lessee from liability for any unpaid but accrued rental or any other consideration which may be due under this Lease or from any other obligations still applicable under the Lease. No portion of any rental paid by Lessee in advance shall be refunded except as provided in Paragraph 4.3.

16.12 Survival. Notwithstanding anything to the contrary contained in this Lease, the provisions (including, but not limited to, covenants, agreements, representations, warranties, obligations and liabilities described herein) of this Lease which from their sense and context are intended to survive the expiration or earlier termination of this Lease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

16.13 Entire Agreement. This Lease supersedes any prior understanding or written or oral agreements between the parties hereto respecting the within subject matter and contains the entire understanding between the parties with respect thereto.



16.14 Negation of Agency. Each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Lease. No partnership, joint venture or other association of any kind is formed by this Lease.

In witness whereof, the parties have executed this Lease at Eureka, Humboldt County, California, as of the date specified immediately adjacent to their respective signatures.

HUMBOLDT BAY HARBOR, RECREATION  
AND CONSERVATION DISTRICT

DATE: September 26<sup>th</sup> 2013

\_\_\_\_\_  
By Mike Wilson, President

Hog Island Oyster Company

DATE:

\_\_\_\_\_  
By: John Finger, President

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for notary stamp)

**DESCRIPTION OF PROPOSED LEASE FOR HOG ISLAND OYSTER  
COMPANY**

All that certain real property situated within and being a portion of projected Section 28, Township 5 North, Range 1 West, Humboldt Meridian. Said real property being a part of the Humboldt Bay Tide Lands and Submerged Lands, Humboldt County, California, and described as follows:

BEGINNING at a point that bears South 69 degrees 39 minutes 31 seconds East, 1045.11 feet from the Northwest Corner of said Section 28, as said corner is shown on the Record of Survey filed in Book 37 Surveys, Page 140, Humboldt County Records;

thence North 20 degrees 55 minutes 43 seconds East, 59.08 feet;

thence North 12 degrees 19 minutes 44 seconds East, 176.39 feet;

thence South 79 degrees 16 minutes 31 seconds East, 211.41 feet;

thence South 39 degrees 50 minutes 06 seconds East, 32.89 feet, more or less, to the boundary of that Lease granted to Crown Simpson Pulp Company, dated May 27, 1965, said point being the Northerly most corner of said Lease;

thence along said boundary, South 16 degrees 08 minutes 23 seconds West, 275.00 feet, more or less, to an angle point in said boundary;

thence continuing along said boundary, North 71 degrees 53 minutes 13 seconds West, 237.35 feet, more or less, to a point which bears South 27 degrees 47 minutes 21 seconds West from the point of beginning;

thence North 27 degrees 47 minutes 21 seconds East, 31.04 feet, more or less, to the point of beginning.

Bearings herein are based on the California Coordinate System, Zone 1. Distances are ground distances.

Prepared by:

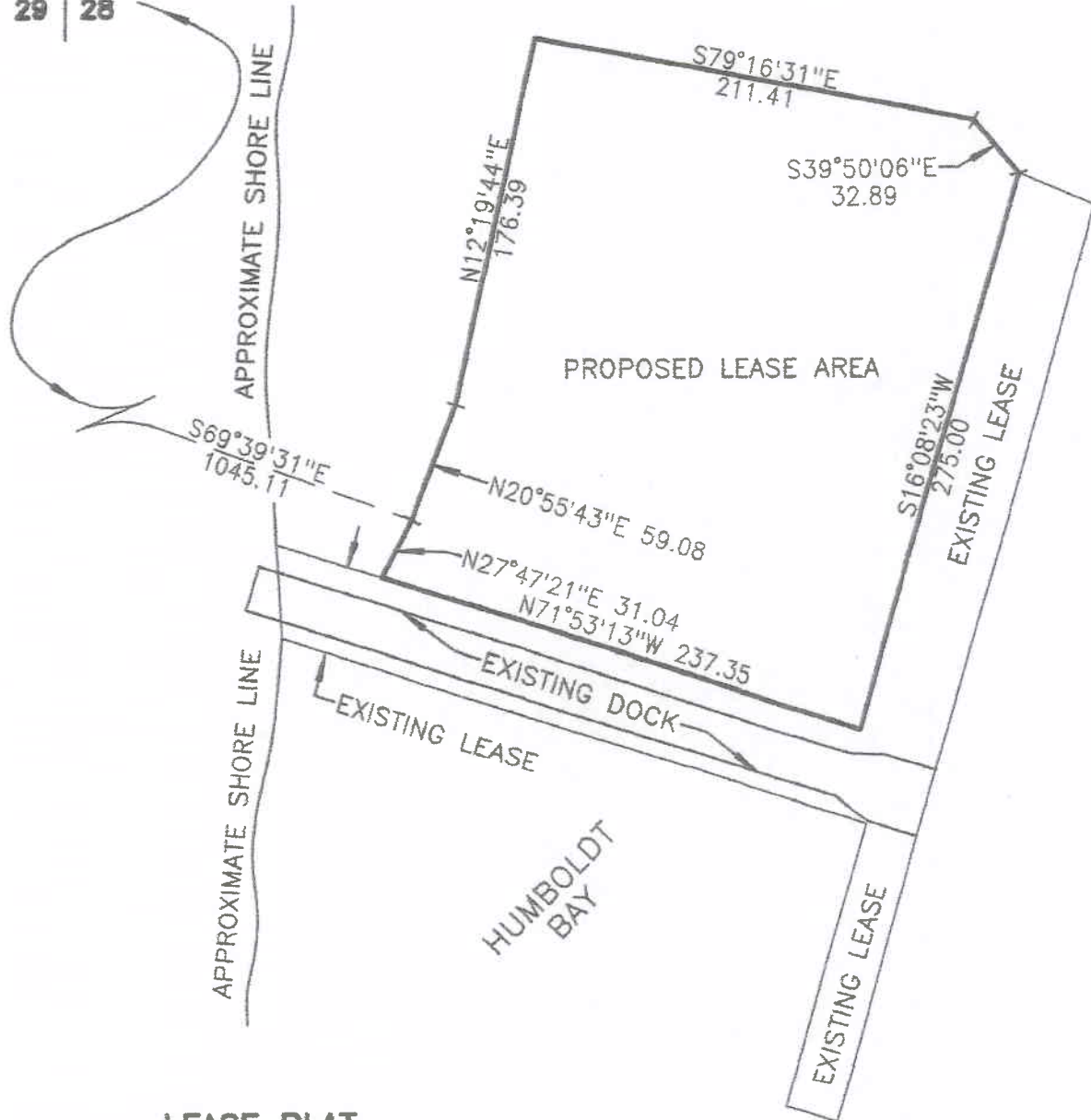
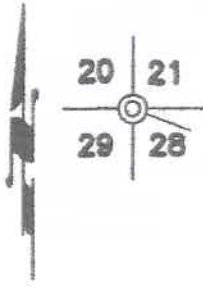
*Michael J. O'Hern*

Michael J O'Hern

LS 4829

Dated: APRIL 17, 2013

**EXHIBIT B**



**LEASE PLAT**

FOR

**HOG ISLAND OYSTER CO.**

IN

NW 1/4 SECTION 28 T5N, R1W, H.M.  
IN THE UNINCORPORATED AREA OF  
HUMBOLDT COUNTY

MARCH, 2013 SCALE 1" = 80'

KELLY-O'HERN ASSOCIATES  
EUREKA, CALIFORNIA



*Michael J. O'Hern*  
MICHAEL J. O'HERN  
LS 4829  
DATED APRIL 17, 2013

4-10-13

Print Form

Submit by Email

# Notice of Determination

To:  Office of Planning and Research  
 For U.S. Mail : Street Address:  
 P.O. Box 3044 1400 Tenth St.  
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk  
 County of: Humboldt  
 Address:  
 825 5th Street Fifth Floor  
 Eureka, CA 95501

From: Humboldt Bay Harbor, Recreation and  
 Public Agency: Conservation District

Address: PO Box 1030  
Eureka, CA 95519

Contact: Dan Berman

Phone: 707-443-0801

Lead Agency (if different from above): \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

Applicant:

State Clearinghouse Number (if submitted to State Clearinghouse): 2013052063 Hog Island Oyster Co.

Project Title: Arcata Bay Shellfish Mariculture Facility P.O. Box 829

Project Location (include county): 1606 Fay St, Samoa CA 95564 Marshall, CA 94940

Project Description: Hog Island proposes to establish a shellfish mariculture operation at an existing pier facility and an approximately 3.5-acre adjacent upland site. Floating upwelling systems (FLUPSYs) and nursery rafts will be moored in the water and accessed from an existing dock. Upland facilities include a shellfish hatchery, a seed setting facility, wet storage tanks, office, a 20- by 60-ft greenhouse ; a 2,000-gallon water storage tank, parking, and a stormwater infiltration area.

This is to advise that the Humboldt Bay Harbor, Recreation and Conservation District has approved the above described project on 7/11/2013 and has made the following determinations regarding the above described project:  
 (Date)

1. The project [  will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [  were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [  was  was not] adopted for this project.
5. A statement of Overriding Considerations [  was  was not] adopted for this project.
6. Findings [  were  were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: Harbor District office - 601 Startare Dr. Eureka CA

Signature (Public Agency) Dan Berman Title Director of Conservation

Date 7/12/2013

Date Received for filing at OPR \_\_\_\_\_

**POSTED THROUGH**  
 Authority cited: Sections 21108, Public Resources Code.  
 Reference Section 21400-21174, Public Resources Code.  
 SEP 11 2013  
 Humboldt County Clerk

931640  
 CAROLYN CRNICH  
 Humboldt County Clerk  
 FILED  
 JUL 12 2013  
 BY Jouise

# SITE LEASE WITH OPTION

11c

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Humboldt Bay, Recreation and Conservation District, a public entity ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

## 1. Option to Lease.

(a) In consideration of the payment of one thousand and no/100 dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period").

(b) During the Option Period and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC" ("Governmental Approvals")), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. The Lease will take automatically commence at the end of the Option Period unless Tenant provides to Landlord written notice of its intent not to enter into the Lease at least five (5) business days before the Commencement Date. During the Option Period, Tenant may exercise the Option earlier by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 1 Yard Road, Fields Landing, CA, Humboldt County.

2. Term. The initial term of this Lease shall be five (5) years commencing on the earlier of the date of the exercise of the Option or the end of the Option Period absent Landlord's receipt of Tenant's written notice of intent not to enter into the Lease at least five (5) business days prior to the expiration of the Option Period (the "Commencement Date"), and terminating at midnight on the last day of the month of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

## 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent One Thousand Seven Hundred Fifty and no/100 dollars (\$1,750.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) Rent will be increased on each anniversary of the Commencement Date by an amount equal to the increase in the Consumer Price Index of the U.S. Department of Labor, Bureau of Labor Statistics, Western Urban, all items, for the preceding available twelve (12) month period.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior in time to Tenant's installation. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

## 7. Improvements; Utilities; Access.

Site Number: SF40886  
Site Name: Fields Landing  
Market: Northern California

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, towers and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"). Tenant will submit plans to Landlord ("Tenant's Plans") for Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. Landlord will have twenty (20) days following receipt of Tenant's Plans to review the same and to provide written reasons for approval or disapproval of the same. If Tenant's Plans are not approved, the disapproval must be accompanied by specific written reasons from Landlord for disapproval. If Landlord timely objects to or disapproves of Tenant's Plans, then Tenant may resubmit Tenant's Plans which Landlord must approve or disapprove in writing within ten (10) days following Landlord's receipt. Landlord will not be entitled to any additional rent or other fees for its review or approval. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of Equipment and modifications shall not be considered "material alterations". Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition and in substantially the same condition as at the commencement of the Initial Term, normal wear and tear and casualty excepted. Unless the written consent of Landlord is obtained, all foundations, footings, anchors, slabs, etc. installed by Tenant must be removed.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service at no cost or expense to Landlord. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall cooperate with Tenant to obtain correction of any, variation, interruption or failure of utility service to the extent reasonably within its reasonable control and at no cost or expense to Landlord. In the event Tenant is unable to promptly obtain separate power, Tenant shall have the right to utilize Landlord's electrical power at the Property through use of a submeter and shall pay Landlord Three hundred and no/100 dollars (\$300.00) per month during the period of such use, partial months to be prorated (the "Estimated Utility Payment"). No later than every twelve (12) months, Landlord shall reconcile the cost of Tenant's actual electrical use at the Property (the "Actual Charge") with the Estimated Utility Payment to determine overage or underage of payment based on the periodic charges for electrical power attributable to Tenant's use at the rate charged by the servicing utility provider and shall provide such reconciliation in writing to Tenant together with reasonable supporting documentation thereof. Within thirty (30) days of Tenant's receipt of such reconciliation, Tenant shall pay to Landlord any underpayment for such twelve (12) month period. Similarly, any overpayment by Tenant during such period shall be credited to future Estimated Utility Payments. With respect to the foregoing, Landlord acknowledges that it shall be responsible to read the electric submeter and provide reasonable documentation supporting the reconciliation of Tenant's utility charges. Landlord's failure to provide such documentation within fourteen (14) month from the last reconciliation shall act as a waiver of Landlord's right to collect any underpayment of actual utility costs resulting from Tenant's use of Landlord's electrical utility service during the preceding twelve (12) month period. In the event Tenant installs a separate electric meter in the future and pay its electricity costs directly to the servicing utility company, no further Actual Charge or Estimated Utility Charge will be due as of the cessation of use of the submeter by Tenant and any unused Estimated Utility Charge shall be reimbursed within thirty (30) days to Tenant.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately, if Tenant notifies Landlord in writing of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, or maintain any license (including, without limitation,

an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business despite Tenant's reasonable efforts to obtain such license, permit or Governmental Approval;

(c) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant;

(d) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(e) upon thirty (30) days written notice by Tenant if Tenant determines that the Property or Antenna Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons. If Tenant terminates this Lease at any time for economic reasons, Tenant shall pay the Landlord a one-time termination fee in an amount equal to three (3) times the then current monthly Rent as liquidated damages.

(f) Upon termination or earlier expiration of this Lease, Landlord shall have the right to elect, within thirty (30) days thereof, to notify Tenant of Landlord's exercise of its right to retain ownership of the light pole upon which Tenant's antennas and other ancillary equipment is located. In such event, ownership of the light standard shall automatically transfer to Landlord, in its AS IS and WHERE IS without representation or warranty of any kind or nature (other than any assignable manufacturer's warranty (if any) which Tenant agrees to assign to Landlord at that time). Upon assignment of the light pole, Landlord shall be solely responsible for the ongoing maintenance, repair and/or removal of the light pole thereafter as there owner thereof.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

10. Taxes. Landlord is a public entity and as such is not liable for real property taxes for the Property, including the Premises. Notwithstanding the foregoing, if Tenant is separately assessed a possessory use tax by the County of Humboldt, payment shall be the responsibility of Tenant for tax liabilities accruing during the term of this Lease. In addition, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities and accrue during the term hereof. Tenant shall be responsible for dealing with any taxing entity to terminate any taxes upon expiration or termination of this Lease. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

#### 11. Insurance and Subrogation and Indemnification.

(a) During the term of this Lease, Tenant shall maintain: (a) commercial general liability insurance (with contractual liability endorsement), including personal injury and property damage in the amount of \$2,000,000 per occurrence (\$5,000,000 aggregate) (combined single limit for personal injuries and death of persons and property damage occurring in or about the Premises, (b) fire and extended coverage insurance covering (1) the replacement cost of all alterations, additions, partitions and improvements installed in the Premises by or on behalf of Tenant, and (2) the replacement cost of all of Tenant's personal property in the Premises. Such policies shall (A) name Landlord, Landlord's agents, and their respective Affiliates (defined below), as additional insureds (and as loss payees on the fire and extended coverage insurance but only as their interests may appear, if any), (B) be issued by an insurance company maintaining an AM Best's rating of A- VII and licensed to do business in the State of California, (C) provide that such insurance may not be canceled unless thirty (30) days' prior written notice is first given to Landlord, and (D) require that a Certificate of Insurance evidencing such coverages be delivered to Landlord by Tenant before the Commencement Date and at least fifteen (15) days before each anniversary thereof. All insurance provided by Tenant shall be primary to any insurance coverage maintained by Landlord that may provide coverage for the same loss but only with respect to Tenant's negligence. Tenant may satisfy these requirements by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. All equipment and facilities erected or installed pursuant to this Lease remain the personal property of Tenant, and Tenant shall be responsible for any insurance for loss or damage to such equipment and facilities. Landlord shall not be responsible for the security of the Premises or for any loss or damage to the Tenant's equipment and facilities caused by third parties.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including,

without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site No.: SC55469

**If to Landlord, to:**

Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Drive  
Eureka, CA 95502-1030

**And with a copy to:** N/A

**Send Rent payments to:**

Humboldt Bay Harbor, Recreation and Conservation District  
P.O. Box 1030  
Eureka, CA 95502

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by or under common control with Tenant, or any person or entity that acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Under such assignment, Tenant shall be relieved of all liabilities and obligations hereunder, provided that such assignee: (i) has a net worth reasonably capable of maintaining the Antenna Facilities and performing all obligations of this Lease (ii) does not engage in any activity which interferes with, or is otherwise incompatible with, Landlord's activities as a public entity, or which otherwise violates any Federal, State or local law or ordinance, and (iii) affirmatively provides in writing to Landlord indication that such assignee accepts all duties and obligations under this Lease on behalf of assignee accruing after the effective date of the assignment.

(b) Additionally, Tenant may, with written notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors



or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

(c) Tenant may sublease the Premises upon written notice to Landlord, provided however that sublessee(s) enter into an agreement with the Landlord for the lease of ground space in support of their operations as a sublease tenant. If Tenant subleases a portion of the light pole during the first year of the Initial Term, Tenant's Rent shall be increased upon the commencement of each such sublease by One Hundred and NO/100 (\$100.00) dollars per month, partial months to be prorated (the "Sublease Increase"). For future years, the Sublease Increase rate shall be subject to the annual Rent increases described in Section 4(b) above so that, by way of example, a sublease of the light pole commencing in year three (3) of the Lease shall require a Rent increase of One Hundred and NO/100 (\$100.00) dollars per month increased by two (2) CPI adjustments. The same Sublease Increase application shall apply for subleasing of the light pole during Renewal Terms. In the event any such sublease expires or terminates, the Rent shall be reduced at that time by the amount it has been increased for the sublease of a portion of the light pole for that sublessee.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request. Any such request shall include a draft or proposed document for consideration by the other party.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the State of California. This Lease is entered into in Humboldt County, California, is to be performed in that county, and relates to real property located in that county. Any legal action or proceeding arising out of this Lease shall be brought and maintained solely in the California Superior Court of Humboldt County, California.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated. Landlord is a California public entity and this Lease must be approved by the Landlord's governing Commission to be effective.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is

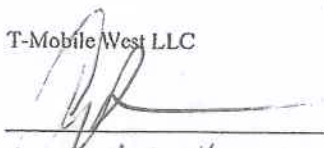
represented by any broker or any other leasing agent, Tenant is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Humboldt Bay Harbor, Recreation and Conservation District

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: T-Mobile West LLC

By:   
Printed Name: Anthony Howard  
Title: Director, Engineering and Operations; *Market Manager*  
Date: 9-17-13

  
T-Mobile Legal Approval

Digitally signed by LandSEF Cert 2  
Office: 05, 11, CA, 1, San Francisco, 9 - Chakrabarti & Ruggiero, LLP  
dn: cn=Anthony Howard, o=LandSEF Cert 2, email=anthony.howard@t-mobile.com, c=US  
Date: 20130912145624-0700

EXHIBIT A  
Legal Description

The Property is legally described as follows:

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

COMMENCING at a point that is distant 518.23 feet South, measured along the East line of Section 19, Township 4 North, Range 1 West, Humboldt Meridian from the Northeast corner of Section 19;

thence West 854.43 feet to a point upon the agreed boundary line between the Pacific Lumber Company and the Northwestern Pacific Railroad Company, as contained in the Quit Claim Deed by said Northwestern Pacific Railroad Company, a corporation, to the Pacific Lumber Company, a corporation, dated July 19, 1932 and recorded (October 22, 1932 in Book 208 of Deeds, Page 206, under Recorder's Serial No. 3777, Humboldt County Records, sold point being marked with a one and one-half inch iron pipe monument being the true point of beginning of this parcel;

thence along the West line of the land described in Parcel Two conveyed to the Pacific Lumber Company, a Maine corporation, to South Bay County Sanitation District, by Deed dated May 5, 1961 and recorded May 23, 1961 in Book 637 of Official Records, Page 3, under Recorder's Serial No. 8401, Humboldt County Records, North 05 degrees 15 minutes East, 39.23 feet to the most Northerly corner of said Parcel Two on the agreed boundary line mentioned above;

thence along sold boundary marked by a property line fence, as the same existed in January 1932, North 25 degrees 13 minutes 36 seconds West, 258.90 feet to a one and one-half inch iron pipe monument;

thence North 30 degrees 13 minutes 54 seconds West, 375.95 feet to a one and one-half inch iron pipe monument;

thence North 35 degrees 51 minutes 49 seconds West, 280.02 feet to a one and one-half inch iron pipe monument;

thence North 61 degrees 33 minutes 36 seconds West, 245.56 feet to a one and one-half inch iron pipe monument;

thence leaving the said line fence and continuing North 61 degrees 39 minutes 36 seconds West to its intersection with the Northerly line of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by the Eel River and Eureka Railroad Company, a California corporation in Deed dated August 28, 1883, recorded August 29, 1883, in Book 9 of Deeds at Page 783, Humboldt County Records;

thence West to an angle point in the boundary of said Pacific Lumber Company's parcel of land at the ship's channel in Humboldt Bay as the same existed August 28, 1833;

thence continuing along the Northwesterly boundary of said Pacific Lumber Company's parcel of land along the margin of said ship's channel, South 25-1/2-degrees West, 5.86 chains (386.76 feet) to an angle point in said line;

thence South 05 degrees East, 2.30 chains (151.80 feet) to the South line of Section 18, Township 4 North, Range 1 West, Humboldt Meridian, said point also being on the North line of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by Allen A. Curtis dated October 13, 1883 and recorded March 10, 1884 in Book 12 of Deeds at Page 462, Humboldt County Records;

thence West along said Northerly line, 107 feet, more or less, to the Northwest corner of said last mentioned parcel of land (Deed recorded in Book 12 of Deeds at Page 462) on the edge of the ship channel of Humboldt Bay leading to Hookton as the same existed October 13, 1883;

thence along said last mentioned ship channel and the Westerly line of said last mentioned parcel of land, South 26 1/4 degrees West, 11.10 chains (732.60 feet) to the Southwest corner thereof;

thence along the South line of said last mentioned parcel of land East, 929 feet, more or less, to a point on the West line or State Tideland Survey Location No. 19, as described in the Deed from James Hartney and others to the Pacific Lumber Company, a Maine corporation, dated September 14, 1918 and recorded September 16, 1918 in Book 143 of Deeds at Page 203, as Recorder's Serial No. 2645, Humboldt County Records;

thence South along the said West line, 370 feet, more or less, to the most Northerly corner of the exception in the Southwesterly portion of said Deed recorded in Book 143 of Deeds at Page 201;

thence South 33 degrees 45 minutes East, 341.99 feet along the Northeasterly line of said excepted parcel to the South line of the land described in Deed recorded in Book 143 of Deeds, Page 203;

thence East along the said South line, 440 feet, more or less, to the West line of the parcel of land conveyed to Northwestern Pacific Railroad Company, a California corporation, by The Pacific Lumber Company, a Maine corporation, by Deed dated August 19, 1912 and recorded August 19, 1912 in Book 119 of Deeds at Page 259, as Recorder's Serial No. 2594, Humboldt County Records;

thence North 28 degrees 10 minutes 40 seconds West along said last mentioned West line, 355 feet, more or less, to the most Northerly corner of said parcel of land, also being the most Southerly corner of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by Northwestern Pacific Railroad Company, a California corporation, by Deed dated July 9, 1912 and recorded August 24, 1912 in Book 119 of Deeds, Page 279, as Recorder's Serial No. 2618, Humboldt County Records; and

**EXHIBIT B**

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

**SEE ATTACHED SITE PLANS**

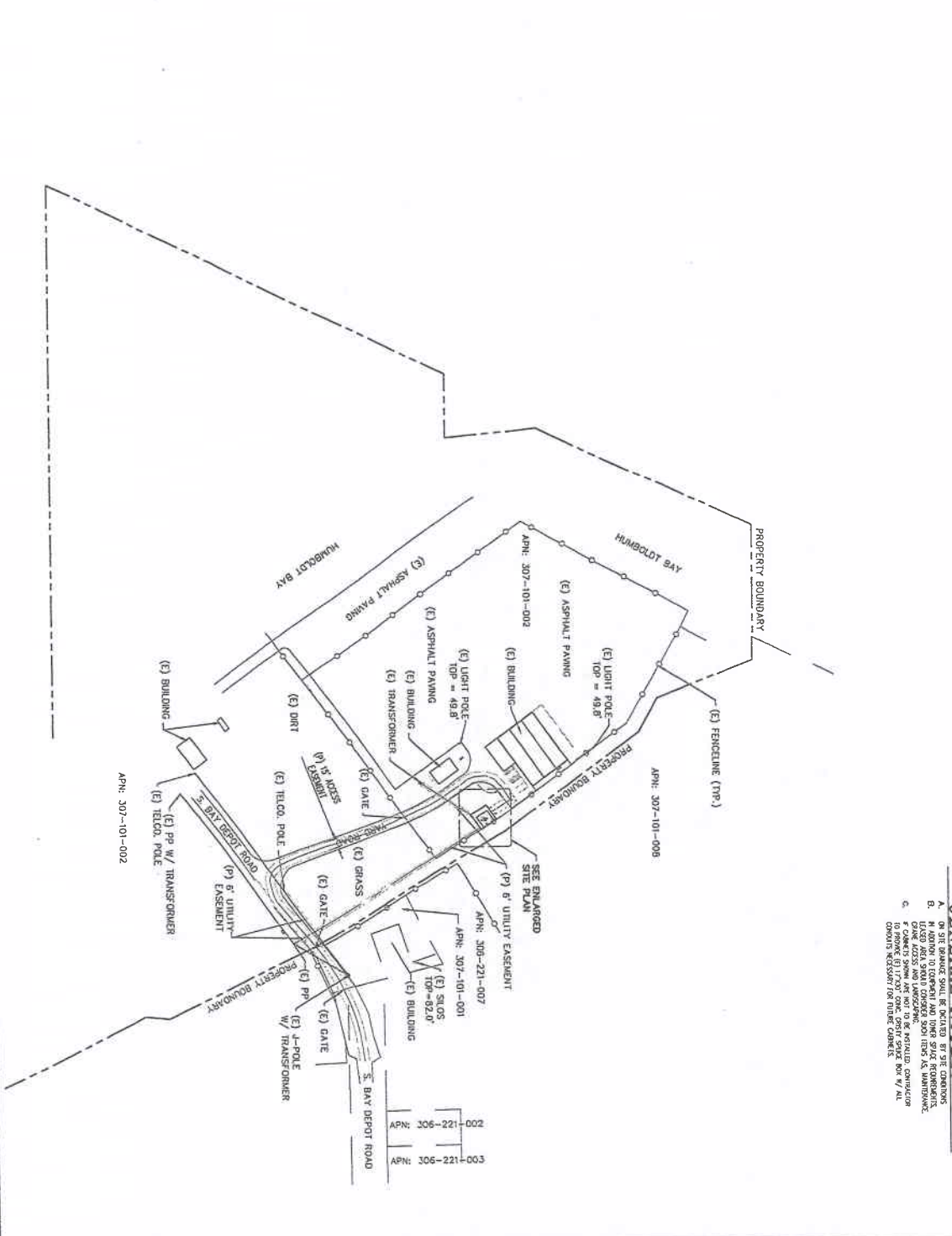




OVERALL SITE PLAN



1



GENERAL NOTES:

- A. ON SITE DRAINAGE SHALL BE DICTATED BY SITE CONDITIONS
- B. IN ADDITION TO CONCRETE AND TYPICAL STONE RETAINMENT WALLS, ALL OTHER RETAINMENT WALLS SHALL BE CONSTRUCTED WITH CONCRETE
- C. CONCRETE SHALL BE PERMITTED TO BE PLACED ON TOP OF ALL EXISTING CONCRETE FOUNDATIONS
- D. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- E. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- F. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
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- S. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- T. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- U. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- V. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- W. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- X. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- Y. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH
- Z. CONCRETE SHALL BE FINISHED WITH A BROOM FINISH

**Peak Site - Comm**  
 T-Mobile West LLC  
 12852 E. Harbor Ave, Suite 101  
 Auburn, California 95602  
 Phone (530) 885-0180  
 E-Mail: info@peaksitecomm.com

**REVISIONS**

NO	DESCRIPTION	DATE	BY
1	30% ZONING DOCS	5-27-13	VNT
2	30% CONST DOCS	7-23-13	VNT
3	100% CONST DOCS	7-30-13	VNT

**FIELD'S LANDING**  
 PROJECT NO. S-140860  
 SHEET NO. A-1

**SITE ADDRESS**  
 1 WEB ROAD  
 FIELDS LANDING, CA

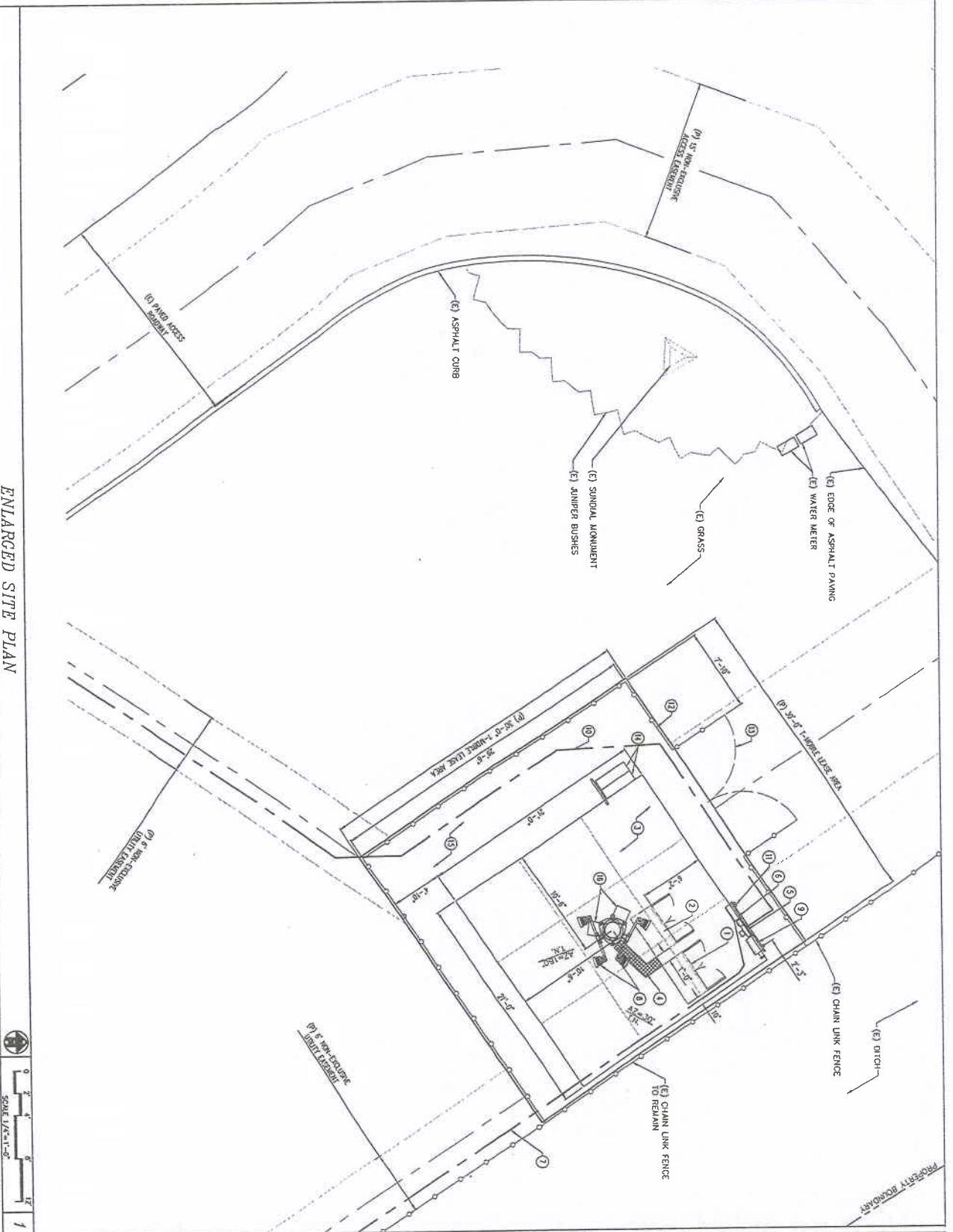
**PEAK SITE COMM**  
 12852 Harbor Ave, Suite 101  
 Auburn, California 95602  
 Phone (530) 885-0180  
 E-Mail: info@peaksitecomm.com

**REVISIONS**

NO	DESCRIPTION	DATE	BY
1	30% ZONING DOCS	5-27-13	VNT
2	30% CONST DOCS	7-23-13	VNT
3	100% CONST DOCS	7-30-13	VNT

**FIELD'S LANDING**  
 PROJECT NO. S-140860  
 SHEET NO. A-1

**PEAK SITE COMM**  
 12852 Harbor Ave, Suite 101  
 Auburn, California 95602  
 Phone (530) 885-0180  
 E-Mail: info@peaksitecomm.com



ENLARGED SITE PLAN



**KEY NOTES.**

- 1 NEW 600 BIS CABINET
- 2 (1) FUTURE 600 BIS CABINETS
- 3 NEW CONC. CELL BLOCKS, TP- (9)
- 4 NEW COAX CABLE TRAY TO NEW MONOPOLE
- 5 ON UTILITY UNSTRUCTURE H-FRAME RACK
- 6 NEW TICO CABINET ON UTILITY UNSTRUCTURE
- 7 H-FRAME RACK
- 8 NEW TICO CABINET ANTENNAS TOP OF (4)
- 9 PROPOSED PER SECTION FOR A TOTAL OF (6) ANTENNAS
- 10 NEW 200 AMP PFC ELECTRICAL CABINET ON UNSTRUCTURE
- 11 H-FRAME
- 12 NEW 12\"/>

**SITE ADDRESS**

1 YARD ROAD  
REUS LANDING, CA

**F-Mobile**

T-MOBILE WEST LLC  
1700 California Drive Suite 100, San Ramon, CA 94583

*Peek Site-Com*

12852 Lehnert Ave Suite 101  
Dubuque, IA 52002  
Phone (319) 685-6160  
E-Mail info@peeksite.com

This drawing is a preliminary drawing, which is not for construction. It is subject to change without notice. All dimensions are in feet and inches unless otherwise noted.

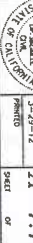
**REVISIONS**

NO	DESCRIPTION	DATE	BY
1	SOA ZONING DOC'S	3-21-13	WAT
2	SOA CONST DOC'S	7-23-13	WAT
3	100% CONST DOC'S	7-30-13	WAT

**PROJECT**

FIELDS LANDING  
SITE PLAN

DESIGNED BY	DATE	SCALE	SHEET
AS NOTED	3-20-12	A-1.1	1
DATE	3-20-12		
PRINTED			





NORTH ELEVATION



2

WEST ELEVATION



1

KEY NOTES:

- 1 NEW 800 B15 CABINET
- 2 (1) FURIE 8107 B15 PABX/SL
- 3 NEW DOW, STEPS & HANDRAIL
- 4 NEW COAX CABLE TRAY TO MONOPOLE
- 5 NEW 12" DIA. STEEL MONOPOLE
- 6 NEW 4" DIA. UNISTRUT H-FRAME PAX
- 7 NEW TELCO CABINET ON UTILITY UNISTRUT
- 8 NEW PRE-CAST DOME CELL BACKS (TP-10)
- 9 NEW T-MOBILE WIRELESS SYSTEM (TO 48' (A))
- 10 NEW 200 AMP PER ELECTRICAL CABINET ON UNISTRUT
- 11 NEW 12" WAVE ACCESS GATES
- 12 NEW CHAIN LINK FENCE TO MATCH (E)
- 13 NEW STEEL MONOPOLE
- 14 NEW SITE FLOOD LIGHTS AT MONOPOLE TO MATCH (E) (SEE ORIGINAL COMMISSION CONDITIONS ON SHEET A-3 FOR SPECIFICATIONS)

SITE ADDRESS

1 YARD ROAD  
FIELDS LANDING, CA

T-Mobile

T-MOBILE WEST, LLC  
1745 Conditville, Old River, Suite 100, Fremont, CA 94538

Peek Site-Com

12852 Eastern Ave, Suite 101  
Dubuque, California 95602  
Phone (530) 885-5160  
E-Mail: info@peeksitecom.com

This drawing contains information which is the property of Peek Site-Com, Inc. and is to be used only for the project and location specified herein. Should the owner utilize this contract.

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	SOB ZONING DOC'S	3-27-13	VMT
2	SOB CONST DOC'S	7-23-13	VMT
3	LODR CONST DOC'S	7-30-13	VMT

PROJECT  
FIELDS LANDING  
ELEVATION

DATE: 7/23/13  
PROJECT NO.: SF-030803  
DRAWN BY: CHAD TEL. MK.  
CHECKED BY: VMT  
DESIGNED BY: VMT  
SCALE: AS NOTED  
PRINTED: 7-23-13  
SHEET: A-2 OF 2

**Exhibit C**

**Recorded, Requested By, and  
When Recorded Return To:**

T-Mobile USA  
12920 SE 38<sup>th</sup> Street  
Bellevue WA 98006  
Attn: Lease Administration  
T-Mobile Site No. SF40886

**MEMORANDUM OF LEASE**

This Memorandum of Lease with option ("Memorandum") dated as of \_\_\_\_\_ is entered into between Humboldt Bay Harbor, Recreation and Conservation District, a public entity ("Landlord") and T-Mobile West LLC, a Delaware corporation ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the date of the Lease. ("Optional Period").

The Lease is for a term of five (5) years and will commence on the exercise of the option period. Tenant shall have the right to extend this Lease for five additional Five-year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord:  
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant:  
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Legal Description of the Premises

That real property situate in the County of Humboldt, State of California, described as follows:

#### PARCEL ONE:

COMMENCING at a point that is distant 518.23 feet South, measured along the East line of Section 19, Township 4 North, Range 1 West, Humboldt Meridian from the Northeast corner of Section 19;

thence West 854.43 feet to a point upon the agreed boundary line between the Pacific Lumber Company and the Northwestern Pacific Railroad Company, as contained in the Quit Claim Deed by said Northwestern Pacific Railroad Company, a corporation, to the Pacific Lumber Company, a corporation, dated July 19, 1932 and recorded (October 22, 1932 in Book 208 of Deeds, Page 206, under Recorder's Serial No. 3777, Humboldt County Records, sold point being marked with a one and one-half inch iron pipe monument being the true point of beginning of this parcel;

thence along the West line of the land described in Parcel Two conveyed to the Pacific Lumber Company, a Maine corporation, to South Bay County Sanitation District, by Deed dated May 5, 1961 and recorded May 23, 1961 in Book 637 of Official Records, Page 3, under Recorder's Serial No. 8401, Humboldt County Records, North 05 degrees 15 minutes East, 39.23 feet to the most Northerly corner of said Parcel Two on the agreed boundary line mentioned above;

thence along sold boundary marked by a property line fence, as the same existed in January 1932, North 25 degrees 13 minutes 36 seconds East, 258.90 feet to a one and one-half inch iron pipe monument;

thence North 30 degrees 13 minutes 54 seconds West, 375.95 feet to a one and one-half inch iron pipe monument;

thence North 35 degrees 51 minutes 49 seconds West, 280.02 feet to a one and one-half inch iron pipe monument;

thence North 61 degrees 33 minutes 36 seconds West, 245.56 feet to a one and one-half inch iron pipe monument;

thence leaving the said line fence and continuing North 61 degrees 39 minutes 36 seconds West to its intersection with the Northerly line of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by the Eel River and Eureka Railroad Company, a California corporation in Deed dated August 28, 1883, recorded August 29, 1883, in Book 9 of Deeds at Page 783, Humboldt County Records;

thence West to an angle point in the boundary of said Pacific Lumber Company's parcel of land at the ship's channel in Humboldt Bay as the same existed August 28, 1883;

thence continuing along the Northwesterly boundary of said Pacific Lumber Company's parcel of land along the margin of said ship's channel, South 25-1/2-degrees West, 5.86 chains (386.76 feet) to an angle point in said line;

thence South 05 degrees East, 2.30 chains (151.80 feet) to the South line of Section 18, Township 4 North, Range 1 West, Humboldt Meridian, said point also being on the North line of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by Allen A. Curtis dated October 13, 1883 and recorded March 10, 1884 in Book 12 of Deeds at Page 462, Humboldt County Records;

thence West along said Northerly line, 107 feet, more or less, to the Northwest corner of said last mentioned parcel of land (Deed recorded in Book 12 of Deeds at Page 462) on the edge of the ship channel of Humboldt Bay leading to Hookton as the same existed October 13, 1883;

thence along said last mentioned ship channel and the Westerly line of said last mentioned parcel of land, South 26 1/4 degrees West, 11.10 chains (732.60 feet) to the Southwest corner thereof;

thence along the South line of said last mentioned parcel of land East, 929 feet, more or less, to a point on the West line or State Tideland Survey Location No. 19, as described in the Deed from James Hartney and others to the Pacific Lumber Company, a Maine corporation, dated September 14, 1918 and recorded September 16, 1918 in Book 143 of Deeds at Page 203, as Recorder's Serial No. 2645, Humboldt County Records;

thence South along the said West line, 370 feet, more or less, to the most Northerly corner of the exception in the Southwesterly portion of said Deed recorded in Book 143 of Deeds at Page 201;

thence South 33 degrees 45 minutes East, 341.99 feet along the Northeasterly line of said excepted parcel to the South line of the land described in Deed recorded in Book 143 of Deeds, Page 203;

thence East along the said South line, 440 feet, more or less, to the West line of the parcel of land conveyed to Northwestern Pacific Railroad Company, a California corporation, by The Pacific Lumber Company, a Maine corporation, by Deed dated August 19, 1912 and recorded August 19, 1912 in Book 119 of Deeds at Page 259, as Recorder's Serial No. 2594, Humboldt County Records;

thence North 28 degrees 10 minutes 40 seconds West along said last mentioned West line, 355 feet, more or less, to the most Northerly corner of said parcel of land, also being the most Southerly corner of the parcel of land conveyed to The Pacific Lumber Company, a Maine corporation, by Northwestern Pacific Railroad Company, a California corporation, by Deed dated July 9, 1912 and recorded August 24, 1912 in Book 119 of Deeds, Page 279, as Recorder's Serial No. 2618, Humboldt County Records; and

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, ( \_\_\_\_\_ ), personally appeared  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, ( \_\_\_\_\_ ), personally appeared

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California            )  
County of \_\_\_\_\_        )

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

79

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

**July 11, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 6:55 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:01 P.M.

President Wilson asked John Finger to lead those present in the Pledge of Allegiance.

District Counsel reported out of the Executive Closed Session as follows: Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator – no action to report.

**PUBLIC COMMENT**

Sebastian Elrite of Aqua-Rodeo Farms stated the new dock electrical meters only have one 50-amp plug each and all slips used to have 50-amp. Mr. Elrite said he just booked his third oyster tour.

Director of Facility Maintenance reported the installation of the dock electrical meters has just been completed, so the plugs will be assessed to ensure tenants are accommodated.

Ken Bates of the Humboldt Fishermen's Marketing Association stated the Coast Guard wants to remove two buoys, one in Mendocino County and one in Trinidad; asked the Board to write a letter of support requesting the Coast Guard not remove them. Mr. Bates said he believes the reason is budget-related.

Commissioner Newman reported he has anchored there before and there were always other boats in the area transiting in the dark; the buoys are essential.

Linda Hildebrand reported she has the contact information on the buoy removal.

**CONSENT CALENDAR:** None

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Stated the Marina currently has 24 vacant slips with 14 of them being occupied by transients; there are mostly 30 to 40 foot boats on the waiting list that do not want to pay for a 50-foot slip. Said boats that have slips in the Marina will be moved to maximize space shortly.
- ❖ Gave an update on Shelter Cove issues and solutions the District is working on.

## **STAFF REPORTS**

### Director of Facility Maintenance

- ❖ Said the greenhouse for aquaponics pilot facility project is built; Erika Blackwell is the Project Manager.
- ❖ Reported the power pedestals are installed on the docks and Staff has started meter readings; there are a few minor problems that need to be worked out to ensure everyone has their power needs met. Is happy maintenance is low on the new pedestals.

### Bar Pilot John Powell

- ❖ Stated there was a fire recently when the fire boat deployed and assisted Humboldt Bay Fire.
- ❖ Said the log ship that has been in the Bay is leaving Saturday with half a load below deck.

**DISTRICT COUNSEL REPORT:** None

**DISTRICT TREASURER REPORT:** None

## **COMMISSIONER AND COMMITTEE REPORTS**

### Commissioner Dale

- ❖ Presented a well-received California Shellfish Initiative to Fish and Wildlife.

### Commissioner Wilson

- ❖ Attended a meeting with California Fish and Wildlife, NOAA, Coastal Commission, City of Eureka, Regional Water Board and USACE to discuss dredging options.

### Commissioner Marks

- ❖ Is happy softball season is here.
- ❖ Attended an NCRA meeting.

### Commissioner Higgins

- ❖ Went salmon fishing.
- ❖ Has been working on Eel River monitoring in a very dry year; there may be problems with water quality and toxic algae.
- ❖ Reported there will be a Pacific Halibut meeting next week.
- ❖ Stated MPA will undergo assessment under the Monitoring Enterprise.

**NON AGENDA:** None

## **UNFINISHED BUSINESS**

- A. CONSIDERATION OF ADOPTING THE MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE APPLICATION BY HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY.**

COMMISSIONER DALE MOVED FOR ADOPTING THE MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE



**APPLICATION BY HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY. COMMISSIONER MARKS SECONDED.**

Director of Conservation said Items 10 a, b, and c are related to this project; the location is in Samoa. Mr. Berman reported the District produced the environmental documents and while this area is designated harbor, aquaculture is included in the Management Plan. Mr. Berman stated while there is eelgrass in the location, the project has been designed to work around it; there were three comments received. Mr. Berman said recently California Fish and Wildlife contacted him although it was past the public comment period and still has not received anything written. Mr. Berman reported the agency requested Hog Island Oyster Company install in a certain size screen as part of the project.

Commissioner Higgins reported there is more maintenance on certain size screens; this area invited aquaculture to the Bay and they are coming.

Commissioner Wilson stated he is curious how the District would change the wording of the Permit to satisfy Fish and Wildlife; does not want to slow down the Permit process.

CEO said Fish and Wildlife seemed okay with the District granting the Permit since other permitting agencies will be addressing their concerns.

Director of Conservation reported if the Board wanted to add the language now, the most efficient way would be to add a phrase for the applicant to work with the Agency requesting the change.

Commissioner Wilson stated he is satisfied with the District's Permit the way it is due to Hog Island most likely having to work with Fish and Wildlife through other agencies' permitting processes.

John Finger of Hog Island Oyster Company said he has never been able to meet demand in 30 years of business and sees the Company bringing about 28 jobs to the area.

Monte Provolt reported the area Hog Island will be in has historically been industrially active; what would happen if the terminals nearby became active again.

Commissioner Dale said the oyster industry has existed in the Bay over 100 years and has co-existed with industry.

MOTION CARRIED WITHOUT DISSENT.

**B. CONSIDERATION OF ADOPTION OF RESOLUTION 2013-08 WHICH ESTABLISHES FINDINGS RELATIVE TO THE APPLICATION BY HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY.**

COMMISSIONER MARKS MOVED FOR ADOPTION OF RESOLUTION 2013-08 WHICH ESTABLISHES FINDINGS RELATIVE TO THE APPLICATION BY HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY. COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITHOUT DISSENT.

**C. CONSIDERATION OF GRANTING PERMIT 13-02 TO HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY.**

COMMISSIONER MARKS MOVED FOR GRANTING PERMIT 13-02 TO HOG ISLAND OYSTER COMPANY FOR THE ARCATA BAY SHELLFISH MARICULTURE FACILITY. COMMISSIONER HIGGINS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**D. SECOND READING AND ADOPTION OF THE FY 2013/14 BUDGET.**

Director of Administrative Services reported this is the third time this Budget has been on the Agenda.

Since the dock electrical meters have been installed, the Board suggested eliminating liveaboard fees which were put in place to help pay for the tenants' electrical use.

COMMISSIONER MARKS MOVED FOR SECOND READING AND ADOPTION OF THE FY 2013/14 BUDGET. COMMISSIONER HIGGINS SECONDED.

Commissioner Newman stated while the Budget is a compromise, it is still a significant increase and that the float replacement surcharge will help the District if they can find matching funds.

Commissioner Dale said it is nice to have the Budget in the black.

Commissioner Wilson reported he would like to see Conferences and Meetings increased by \$2,000 to ensure the District's commitment to the Economic Development Committee meetings. Commissioner Higgins stated there would also be additional Access Humboldt costs due to Economic Development meetings.

COMMISSIONERS MARKS AND HIGGINS ACCEPT THE FRIENDLY AMENDMENT.

Commissioner Higgins said the Budget reflects hard work.

Ken Bates reported he specifically wants to address the float replacement surcharge. Mr. Bates asked the Board not to raise the rates until the Marina was full, so the deficit is a buildup; requested the Board organize itself to put together a public meeting to make sure the Marina stays full. Mr. Bates stated there has been too much vacancy and most other marinas the fishing fleet deals with have much higher occupancy rates; asked the Board not to add a dock surcharge until the District attempts to increase the revenue stream off the Marina.

Debbie Provolt stated she wanted to know what the security is for the equity line loan and how there is revenue from Freshwater Tissue when the District does not own it yet.

Director of Administrative Services said although the District does not have the equity line loan, the security would most likely be the Fire Boat.

Commissioner Higgins reported the Board cannot disclose Freshwater information since it is still being discussed in Closed Session; stated some of the numbers from the Budget are projections.

Bill McBroome stated he would like to know if there will be Staff on Woodley Island during the times there are no security guards available.

Director of Facility Maintenance said the Staff is looking at different options such as hiring an additional Maintenance worker.

Sebastian Elrite reported he is glad the annual discount will still be in place, but would like it to be increased.

CEO stated the District has considered a part-time Marina Assistant for the weekends to help reduce the amount of time there is no Staff on the Island.

Commissioner Dale said he thanks Director of Administrative Services and Staff for their work on the Budget; reported security on the Island is a high priority to the District, but 37 surveillance cameras should help.

MOTION CARRIED WITHOUT DISSENT.

## **NEW BUSINESS**

### **A. CONSIDERATION OF RESOLUTION 2013-07, A RESOLUTION ESTABLISHING VARIOUS FEES FOR SERVICES.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF RESOLUTION 2013-07, A RESOLUTION ESTABLISHING VARIOUS FEES FOR SERVICES. COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITHOUT DISSENT.

### **B. CONSIDERATION OF EXTENSION OF CONTRACT WITH PLANWEST PARTNERS, INC. FOR SERVICES RELATIVE TO THE SAMOA INDUSTRIAL WATERFRONT TRANSPORTATION ACCESS PLAN.**

COMMISSIONER MARKS MOVED FOR EXTENSION OF CONTRACT WITH PLANWEST PARTNERS, INC. FOR SERVICES RELATIVE TO THE SAMOA INDUSTRIAL WATERFRONT TRANSPORTATION ACCESS PLAN. COMMISSIONER HIGGINS SECONDED.

CEO reported this will hopefully be the last extension and that it contains no additional cost.

MOTION CARRIED WITHOUT DISSENT.

### **C. CONSIDERATION OF APPROVAL OF AMENDMENT TO PERMIT NO. 10-02 TO THE US FISH AND WILDLIFE SERVICE FOR THE ERADICATION OF *SPARTINA DENSIFLORA* AT THE HUMBOLDT BAY NATIONAL WILDLIFE REFUGE.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF AMENDMENT NO. 10-02 TO THE US FISH AND WILDLIFE SERVICE FOR THE ERADICATION OF *SPARTINA DENSIFLORA* AT THE HUMBOLDT BAY NATIONAL WILDLIFE REFUGE. COMMISSIONER MARKS SECONDED.

Director of Conservation stated the Board approved the Amendment about one year ago to include the use of the MarshMaster and now USFWS wants to use it more extensively due to crew success with it; contains a steel-bladed utensil below the surface that destroys root mass.

Sebastian Elrite asked if there had been turbidity issues.

Director of Conservation said the environmental documents looked at that issue quite extensively and most areas are only submerged at very high tides.

Minutes (Subject to Approval)  
Regular Meeting of the Board of Commissioners  
Humboldt Bay Harbor, Recreation and Conservation District  
July 11, 2013  
Page 6 of 6

MOTION CARRIED WITHOUT DISSENT.

Monte Provolt asked to make public comment due to being late for the beginning of the Meeting. Mr. Provolt reported he knows of at least two private studies being done on the East-West Rail, which the rail could be a huge boost to the Freshwater purchase. Mr. Provolt stated it would be a great time to reconvene the Economic Development Committee and asked the Board to make a Resolution to bring forth the East-West Rail.

**ADMINISTRATIVE AND EMERGENCY PERMITS:** None

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 8:41 P.M.

APPROVED BY:

RECORDED BY:

---

Patrick Higgins  
Secretary

---

Kim Farrell  
Clerk

7h

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

**July 25, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:00 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:05 P.M.

President Wilson asked Commissioner Marks to lead those present in the Pledge of Allegiance.

President Wilson, in the absence of District Counsel, reported out of the Executive Closed Session as follows: Freshwater Tissue property purchase negotiations; Conference with Labor Negotiator – no action to report.

**PUBLIC COMMENT**

Monte Provolt stated he requested a feasibility and marketing study on the Freshwater Tissue Company property purchase a few meetings ago and received an eco-park analysis; said while it was well-done, it is not the report he requested and thinks a feasibility and marketing study should be done before the District purchases the mill. Mr. Provolt reported he sees many potential problems.

**CONSENT CALENDAR:** None

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT:** None

**STAFF REPORTS:** None

**COMMISSIONER AND COMMITTEE REPORTS**

Commissioner Newman

- ❖ Stated there has been good fishing out of Fort Bragg.

Commissioner Dale

- ❖ Met with Commissioner Wilson and Aldaron Laird in Half Moon Bay regarding Sea Level Rise; said Humboldt County is ahead of most of the State in its preparedness.

Commissioner Wilson

- ❖ Has been vacationing on the Trinity River recently.

Commissioner Marks

- ❖ Said the Economic Development Committee reconvened last week.

Commissioner Higgins

- ❖ Thought the Economic Development Committee meeting was productive.
- ❖ Reported there was a Halibut meeting last week at the Aquatic Center.

## **NON AGENDA**

Commissioner Wilson requested New Business Item 11c, BST Associates Rail Presentation be moved to this place in the Agenda.

COMMISSIONER HIGGINS MOVED FOR THE BST ASSOCIATES RAIL PRESENTATION TO BE MOVED TO THIS PLACE IN THE AGENDA. COMMISSIONER DALE SECONDED. MOTION CARRIED WITHOUT DISSENT.

## **BST ASSOCIATES RAIL ANALYSIS PRESENTATION**

Bill Burgel and Brian Winningham of BST Associates presented the Rail Analysis. Mr. Winningham stated BST Associates was asked by the Port to establish the cost of restoring rail service to Samoa and the cargo volume required.

Commissioner Wilson said this Item is not to adopt Policy, but to hear the Report.

Mr. Winningham said this Study is not a detailed engineering study; there were several routes studied. Mr. Winningham reported they studied what would be the big commodities that could possibly move over the rail line to pay for its cost; parameters followed were the ability to maintain 40 mph and clearance for double-stack containers.

Mr. Burgel stated they looked at the topography of the different routes by fly-over and Google Earth; explained the major issues impacting alignments and that they tried to keep a one point five percent grade. Mr. Burgel said the cost for grading could vary from about one to three million per mile depending on the terrain with extra costs for tunnels and bridges, plus one million for track; reported all routes studied were over five million dollars per mile.

Mr. Winningham reported on cargo volumes and possible products; gave estimated railroad cost and revenue. Mr. Winningham stated five point six to 42 tons per year would be needed depending on what discount rate the District got; reported navigation channel depths needed.

Jessica Hall of Humboldt Baykeeper asked if there was a significant cost difference between tunnels and switchbacks; asked if exports and imports were both studied.

Mr. Winningham said they focused on exports due to them moving in the greatest volume right now; was not an exhaustive market study and that imports would be looked at if one was done.

Commissioner Higgins asked the general ratio of exports versus imports.

Mr. Winningham reported value is in imports that are containerized and crude oil; export value is in dry bulk.

Mr. Burgel went over the switchback versus tunnel costs and said it depends greatly; most railroads would rather stay out of a tunnel and want good drainage and a soft grade inside in the tunnel.

Commissioner Dale stated the cost of switchback may be more economical than tunnels.

Monte Provolt asked if BST factored in the restoration of the slides on the North-South route.

Mr. Winningham reported they used the 2007 reconstruction estimates and inflated them.

Ken Sawatzky asked if the discount rate includes grants; what Gray's Harbor exported.

Mr. Winningham said BST did not look at financing options; exported soybean meal, auto exports and some liquid bulks.

Mr. Burgel stated both railroad companies access Gray's Harbor, which is critical.

Commissioner Newman reported the presentation was interesting and was impressed with some of the findings; learned a lot.

Commissioner Wilson, Mr. Winningham and Mr. Burgel discussed railroad crews and Gray's Harbor railroad.

### **UNFINISHED BUSINESS**

#### **A. CONSIDERATION OF ADOPTING THE MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE APPLICATION BY ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT.**

COMMISSIONER MARKS MOVED FOR ADOPTING THE MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE APPLICATION BY ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT. COMMISSIONER HIGGINS SECONDED.

Director of Conservation stated this project is at the Eureka Slough in the tidal portion and helps protect farmland from the Slough; said the plan is to reinforce the area with rock. Mr. Berman said through the CEQA process, no comments were received, although there is a section in the Humboldt Bay Management Plan that requests permittees use non-structural materials. Mr. Berman reported this is a small section of a long levee and did not feel the District should call for a change in height to the surrounding levee.

Commissioner Wilson stated when this project first came before the Board, they said they did not want to see another rock levee repair due to it annihilating habitat with significant environmental impact; the Board needs to do its part to seek funding to change the standards. Commissioner Wilson said with geotextile being the main block, no roots can grow through it and that salt-tolerant willows exist.

Prairie Moore of NRM reported the biological analysis was done by them and they considered the effect on fish, but not crustaceans; the cost is higher to incorporate willow.

MOTION CARRIED WITH COMMISSIONER WILSON DISSENTING.

#### **B. CONSIDERATION OF ADOPTION OF RESOLUTION 2013-09 WHICH ESTABLISHES FINDINGS RELATIVE TO THE APPLICATION BY ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT.**

COMMISSIONER HIGGINS MOVED FOR ADOPTION OF RESOLUTION 2013-09 WHICH ESTABLISHES FINDINGS RELATIVE TO THE APPLICATION BY ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT. COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – NAY  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITH COMMISSIONER WILSON DISSENTING.

**C. CONSIDERATION OF GRANTING PERMIT 11-08 TO ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT.**

COMMISSIONER MARKS MOVED FOR GRANTING PERMIT 11-08 TO ALLEN AND CHERYL NYLANDER FOR THE NYLANDER RANCH LEVEE REPAIR PROJECT. COMMISSIONER DALE SECONDED. MOTION CARRIED WITHOUT DISSENT.

**NEW BUSINESS**

**A. CONSIDERATION OF ADOPTION OF RESOLUTION 2013-10 WHICH ESTABLISHES FINDINGS REGARDING A GRANT APPLICATION TO THE STATE ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM TO HELP SUPPORT THE ONGOING SPARTINA ERADICATION PROGRAM.**

COMMISSIONER DALE MOVED FOR ADOPTION OF RESOLUTION 2013-10 WHICH ESTABLISHES FINDINGS REGARDING A GRANT APPLICATION TO THE STATE ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM TO HELP SUPPORT THE ONGOING SPARTINA ERADICATION PROGRAM. COMMISSIONER MARKS SECONDED.

Director of Conservation stated the State Resources Agency asked for very specific Resolution language.

Commissioner Dale said he received a comment recently that there is a lot of Spartina and Eelgrass floating in the Bay; asked if that was reviewed in the environmental documents for Spartina and reported there was good Eelgrass growth earlier this year.

Director of Conservation stated he would have to refresh his memory by reading the document, but he did not believe so; said there were many high tide cycles during the past month, so the Spartina may have floated out at that point.

Commissioner Newman asked if anyone speculates there will be long-term effects from this project.

ROLL CALL VOTE WAS TAKEN:

COMMISSIONER NEWMAN – AYE  
COMMISSIONER DALE – AYE  
COMMISSIONER WILSON – AYE  
COMMISSIONER MARKS – AYE  
COMMISSIONER HIGGINS – AYE

MOTION CARRIED WITHOUT DISSENT.



**B. CONSIDERATION OF EXTENSION OF PERMIT 07-05 TO THE WIYOT TRIBE FOR THE TULUWAT VILLAGE RESTORATION PROJECT.**

COMMISSIONER DALE MOVED FOR EXTENSION OF PERMIT 07-05 TO THE WIYOT TRIBE FOR THE TULUWAT VILLAGE RESTORATION PROJECT. COMMISSIONER MARKS SECONDED.

Director of Conservation reported the Wiyot Tribe is still working on this Project and have gotten some support from EPA. Mr. Berman stated the Marine Debris Grant recently awarded should help.

Commissioner Dale said the Tribe has done a lot of work to the site and it looks good; met Commissioner Wilson on that site in 2005.

MOTION CARRIED WITHOUT DISSENT.

**ADMINISTRATIVE AND EMERGENCY PERMITS:** None

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 9:15 P.M.

APPROVED BY:

RECORDED BY:

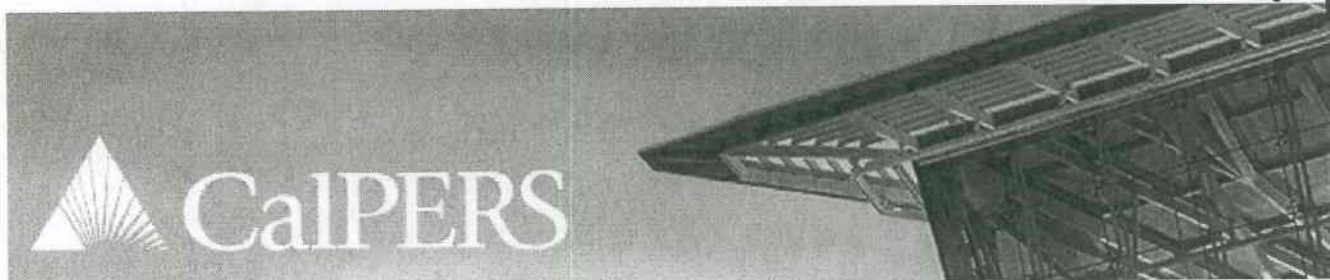
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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

11d



[Employer Information](#) > [Employer Education & Events](#) > CalPERS Educational Forum



**Registration Deadline: October 11, 2013**

**Registration Fee: \$325**

## **Advancing Financial and Health Security**

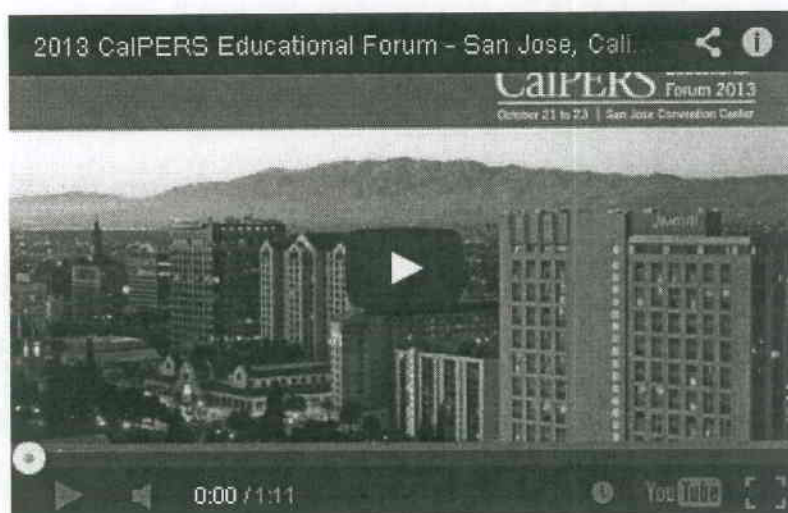
We're bringing the CalPERS Educational Forum back to Northern California this year! Don't miss our 14th annual forum, the premiere CalPERS event in San Jose. Forum highlights include focus groups, new sessions and two powerful keynote speakers. As always, there will be exhibits, leadership training and networking opportunities.

Be sure to attend Wednesday's closing session: Future of Employer Rates - Understand How It Will Impact You. All forum participants are encouraged to attend this timely discussion about what CalPERS is doing to ensure the long-term sustainability of the Pension Fund, including why employer contributions will likely increase and a timeline of strategic actions we are taking to achieve a fully-funded system.

Don't miss this year's keynote presenters, who were chosen for their ability to educate and inspire:

- Alexandra Drane
- John Bui Dau

We'll continue to post new information about the forum, so check back often!



## **Forum Registration**

Complete your forum registration online or download the forms to mail or fax to us.

## **Discussion Board**

Looking for a carpool to the event? Want to discuss the forum with our colleagues? Use our Facebook discussion board to connect with others attending the forum.

## **Forum Events & Details**

Find out why you should attend the forum, learn what's new this year, see the session schedule and read about our keynote presenters.

## **Hotel Information**

Reserve your room by October 4, 2013.

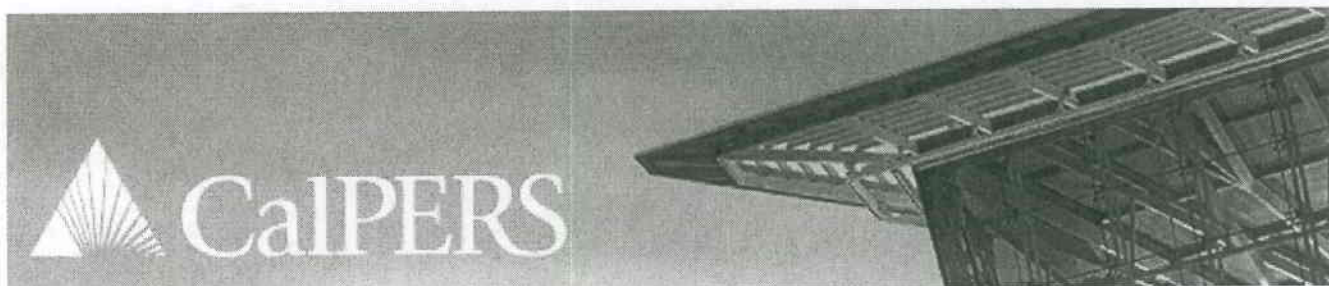
## **2013 Spotlight on Excellence Award**

The nomination period is now closed. Stay tuned to cast your vote for this year's nominees.

## **Contact Us**

Have a question about the forum? We're here to help!

Dated: 09-13-2013



[Employer Information](#) > [Employer Education & Events](#) > [CalPERS Educational Forum](#) > [Hotel Information](#)

## Hotel Information

### Hyatt Place

#### San Jose Downtown

282 Almaden Blvd.  
San Jose, CA 95113

### Reservations

Call (888) 492-8847 or call Hyatt Place San Jose directly at (408) 998-0400.

### Hotel Reservation Deadline

Monday, September 30, 2013

### Hotel Rates

- \$189 single/double occupancy

### Hotel Amenities & Features

The Hyatt Place San Jose Downtown is located across the street from the San Jose McEnery Convention Center.

See the [hotel's website](#) for more information, including check-in and check-out times, cancellation policies, amenities, maps and directions.

### San Jose Marriott

301 South Market Street  
San Jose, CA 95113

## Reservations

Call (877) 901-6632 and request the CalPERS group rate, or [reserve online](#).

**Important!** Currently, there are no available rooms to reserve at the Marriott on Tuesday, October 22. Please check back periodically to see if more rooms open up due to cancellations. We apologize for the inconvenience.

## Hotel Reservation Deadline

Friday, October 4, 2013

Reservations made after October 4 will be based on availability and at the prevailing room rate.

## Hotel Rates

- Standard: \$179.00 plus tax
- King: \$229.00 plus tax
- Junior Suite: \$239.00 plus tax

## Hotel Amenities & Features

The San Jose Marriott Hotel is directly connected to the San Jose McEnery Convention Center.

See the [hotel's website](#) for more information, including check-in and check-out times, cancellation policies, amenities, maps and directions.

Dated: 09-18-2013



[Employer Information](#) > [Employer Education & Events](#) > [CalPERS Educational Forum](#) > [Forum Events & Details](#) > [Session Schedule](#)

## Session Schedule

Refer to the table below for a complete listing of days and times each session will be held. Sessions are subject to change.

Monday, October 21

Time	Session
	CalPERS 101 - Employer Life Cycle Approach Actuarial Valuation: It's a Science and an Art
<b>10:30 - 11:45 a.m.</b>	OPEB News and CERBT Year in Review Payroll Reporting 101 for Schools Dialogue with the Chief Investment Officer* Learn How CalPERS Customer Service Is Changing Understanding the Initial Application Process for SIP, Retirement and Health Contracts
<b>1:45 - 3:15 p.m.</b>	Making my CalPERS Cognos Reports Work for You How Are CalPERS PPOs and HMOs Selected?*
	Dialogue with the General Counsel* Help Employees Reach Their Retirement Goals with Our 457 Plan Accessing Social Security Retirement and Medicare Benefits
<b>3:30 - 5:00 p.m.</b>	Payroll Reporting 101 for Public Agencies Basics of Service Credit Accrual ACA Impacts on Public Agencies

Tuesday, October 22

Time	Session
	Social Security - The Public Employer's Side Rules for Hiring CalPERS Retirees
<b>8:15 - 9:45 a.m.</b>	How Pension Reform Impacts Business Rules Where Are Employer Contribution Rates Heading?*
	Enhancing Your my CalPERS Experience

<b>Time</b>	<b>Session</b>
	Maximizing Your PEMHCA Program
	CalPERS Membership Eligibility
	Become an Expert on All Things Retirement
	CalPERS Long-Term Care: A Look at the Future
	Dialogue with the Chief Actuary*
	Death Benefits: Everything You Want and Need to Know to Help Your Employees and Their Families
<b>2:45 - 4:15 p.m.</b>	When and How to Purchase Service Credit
	What Public Agency Compensation Is Reportable?
	State Legislative Update*
	Update on Municipal Bankruptcies*

Wednesday, October 23

<b>Time</b>	<b>Session</b>
	Promoting myCalPERS to Your Employees
<b>8:15 -</b>	What Public Agency Compensation Is Reportable? (Repeat)
<b>9:45 a.m.</b>	What School Agency Compensation Is Reportable?
	Federal Legislative Update*
<b>10:00 -</b>	Closing Session: Future of Employer Rates - Understand How It Will Impact You
<b>11:15 a.m.</b>	

\*These sessions are a part of our Leadership series.

Dated: 09-18-2013