

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

DATE: July 14, 2022

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

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

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

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

- 1. Call to Order Closed Session at 5:00 P.M.**
- 2. Public Comment**

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

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry

Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment.

- d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-112-021-000 Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Nordic Aquafarms. Under negotiation: price and terms of payment.
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of Lease of Real Property With Assessor's Parcel Number 307-101-002-000 in Fields Landing, California Pursuant to California Government Code § 54956.8. District Negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating Party: Reincke Marine Fabrication. Under Negotiation: Price and Payment Terms.

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

5. Pledge of Allegiance

6. Report on Special Closed Session

7. Public Comment

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

8. Consent Calendar

- a) Adopt Minutes for June 9, 2022 Regular Board Meeting
- b) Adopt Minutes for June 9, 2022 Special Board Meeting
- c) Receive District Financial Reports for May 2022
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- e) Approve Purchase Order #1795 for World Oil (Arcturus waste disposal)
- f) IT Contract with Network Help To Go

9. Communications, Reports and Correspondence Received

- a) Executive Director’s Report
- b) Staff Reports
- c) District Counsel and District Treasurer Reports
- d) Commissioner and Committee Reports
- e) Correspondence Received

10. Unfinished Business

a) Consider Adopting Resolution No. 2022-07 Adopting the FY 2022-23 District Budget

Recommendation: It is recommended that the Board: By roll call vote, adopt Resolution No. 2022-07 Adopting the FY 2022-23 Budget; Goals, and Budget Process and Policy.

Summary: The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1st.

b) Consider Adoption of Resolution No. 2022-09 Authorizing the Disposition of APN 401-031-077-000 to the Timber Heritage Association and Approving a Licensing and Indemnification Agreement

Recommendation: Adopt Resolution No. 2022-09.

Summary: The Harbor District owns the real property located at 930 Vance Avenue, Samoa, County of Humboldt, California (APN No. 401-031-077-000) (“Property”), consisting of approximately 9 acres. Since at least December 2006, the District has leased the Property to the Timber Heritage Association (“THA”), a California non-profit corporation formed in 1977 with tax exempt 501(c)(3) status, to operate and make available to the public a museum and related uses to preserve Humboldt County’s timber heritage.

11. New Business

a) Consider Authorizing the Executive Director to Sign a Mutual Aid Agreement with Humboldt County Special Districts

Recommendation: Staff recommends that the Board: Authorize the Executive Director to execute the Mutual Aid Agreement with other interested agencies and to have the District Attorney review the agreement to ensure it meets the intention of all parties.

Summary: The District is a member of the Humboldt Chapter of California Special District Association (CSDA). Member of the Chapter are working to enter into a mutual aid agreement. If the Mutual Aid Agreement is ratified by the Harbor District, the District could request or respond to interagency mutual aid for both emergency and non-emergency requests for assistance to/from other Agencies that are party to the agreement.

b) Consideration of Permit No. 2021-01 Reissuance for Humboldt County Bay Trail South and Adoption of Resolution No. 2022-08

Recommendation: Staff recommends that the Board: Approve re-issuance of Permit No. 2021-01 for County of Humboldt’s Humboldt Bay Trail South Project (“Project”) through July 31, 2023 with the allowance of up to four (4), one (1)-year extensions granted administratively and adopt Resolution No. 2022-08.

Summary: The proposed project is an approximately 4.2-mile paved path situated primarily along the Highway 101 and railroad corridor from the Eureka Slough Area to the Bracut Industrial Park. The District-issued permit expired in April of 2022. This action is to re-issue the permit under the same conditions as the original approval. All components of the project are the same as under the original issuance.

12. Future Agenda Items

- a) Green Diamond Shared Services Agreement
- b) Bar Pilot

13. Adjournment

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

June 09, 2022

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Regular Session met at 6:00 P.M. both via video conference with a teleconference option.

REGULAR SESSION – 6:05 P.M.

ROLL CALL:

PRESENT: DALE
 HIGGINS
 KULLMANN
 MARKS (left the meeting at 6:35 PM)
 NEWMAN

ABSENT: NONE

QUORUM: YES

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the special session meeting agenda: Royal McCarthy.

PLEDGE OF ALLEGIENCE

CONSENT CALENDAR

- a) Adopt Minutes for May 12, 2022 Regular Board Meeting
- b) Receive District Financial Reports for April 2022
- c) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- d) Approve Purchase Order #1776 for Temporary Harbor Maintenance Worker I
- e) Charter Agreement Renewal for Mario Arguilles dba Mario’s Guide Service to operate a Charter Service at Woodley Island Marina

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

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Executive Director's Report**
 - I. Executive Director presented Executive Director's report.
- b) Staff Reports**
 - I. Staff presented on recent District activities.
- c) District Counsel and District Treasurer Reports**
 - I. No report.
- d) Commissioner and Committee Reports**
 - I. Commissioners reported on recent activities and subcommittees.
- e) Correspondence Received**
 - I. None received.

UNFINISHED BUSINESS - None

NEW BUSINESS

- a) Preliminary Budget Adoption for Fiscal Year 2022-2023**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER HIGGINSS MOVED TO ADOPT THE PRELIMINARY BUDGET FOR FISCAL YEAR 2022-2023.
COMMISSIONER MARKS SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: MARKS
Abstain: NONE
- b) Consider Adopting Resolution 2022-05, A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District authorizing the Executive Director to Execute a Grant Agreement with the California Department of Transportation accepting a Clean California Grant**
 - I. Chair Dale presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2022-05, A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ACCEPTING A CLEAN CALIFORNIA GRANT.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

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

c) Update on the Woodley Island Marina Dredging Plans and Provide Direction as Appropriate

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Information and discussion item, no formal action was taken.

d) Receive a Report on the Changes to Customs and Boarder Protection Operations at the Eureka Port of Entry that were Recently Announced by the US Department of Homeland Security

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission; the Commission decided to add this topic to the Pilotage Advisory Subcommittee.
- V. Information and discussion item, no formal action was taken.

e) Receive the Humboldt County Grand Jury Report Titled: "The Sea Also Rises" and Provide Direction as Appropriate

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Informational item, no formal action was taken.

f) Consider Approving Resolution No. 2022-06: Certifying an Initial Study/ Mitigated Negative Declaration (MND) previously Adopted by the City of Arcata and Establishing Findings Relative to and Approving Harbor District Permit 2022-03 with Conditions for the Arcata Non-motorized Boat Launch Project

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

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2022-06: CERTIFYING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION PREVIOUSLY ADOPTED BY THE CITY OF ARCATA AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2022-03 WITH CONDITIONS FOR THE ARCATA NON-MOTORIZED BOAT LAUNCH PROJECT.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

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

FUTURE AGENDA ITEMS

- a) Green Diamond Shared Services Agreement
- b) Bar Pilot Recruitment
- c) CSDA Mutual Aid Agreement
- d) Discussion on options for the 1091
- e) Dredging at Woodley Island
- f) Customs and Boarder Protection Office
- g) Response to Grand Jury Report "The Seal Also Rises"
- h) Cable landing update

ADJOURNMENT – 7:36 P.M.

APPROVED BY:

RECORDED BY:

Richard Marks
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

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

June 09, 2022

The Humboldt Bay Harbor, Recreation and Conservation District met in special session on the above date, Closed Session met at 4:00 P.M. via video conference with a teleconference option.

SPECIAL CLOSED SESSION – 4:00 P.M.

ROLL CALL:

PRESENT: HIGGINS
 KULLMANN
 MARKS
 NEWMAN

ABSENT: DALE (arrived at 5:00 P.M.)

QUORUM: YES

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

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment.
- d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-112-021-000 Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Nordic Aquafarms. Under negotiation: price and terms of payment.
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of Lease of Real Property With Assessor’s Parcel Number 307-101-002-000 in Fields Landing, California Pursuant to California Government Code § 54956.8. District Negotiators: Larry Oetker, Executive Director and Ryan

Plotz, District Counsel. Negotiating Party: Reincke Marine Fabrication. Under Negotiation: Price and Payment Terms.

- f) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

ADJOURNMENT – 5:58 P.M.

APPROVED BY:

RECORDED BY:

Richard Marks
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT
Monthly Cash Flow Analysis

For The Months Ended May 31, 2022 and April 30, 2022

	<u>5/31/22</u>	<u>4/30/22</u>
<u>Account Balances</u>		
Checking	\$ 8,132	\$ 72,098
Savings	33,370	40,768
Tariff	2,464,142	1,261,892
County Treasury	1,344,345	851,983
Cash on hand	<u>1,930</u>	<u>1,534</u>
Total Cash	<u>3,851,919</u>	<u>2,228,275</u>
Less: Restricted cash for Marina surcharges	<u>(1,591,105)</u>	<u>(1,570,312)</u>
Unrestricted Cash	<u>2,260,814</u>	<u>657,963</u>

Change in Cash Balance

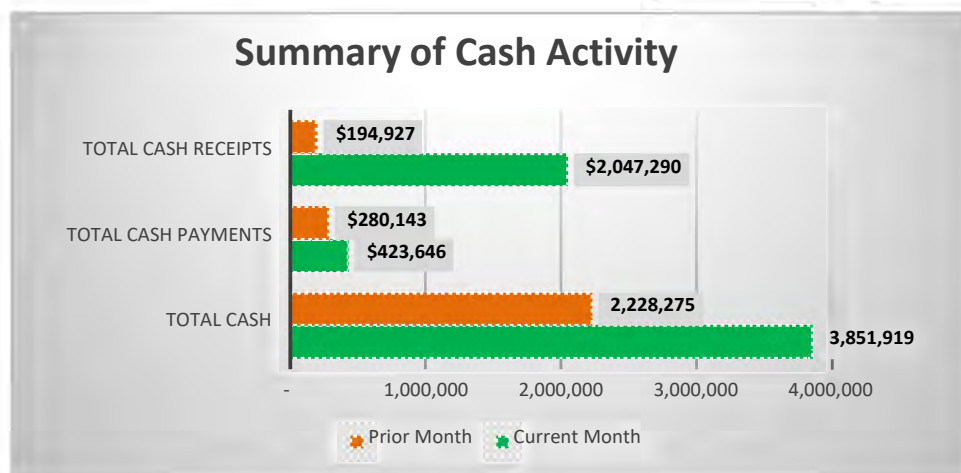
Balance, Beginning of Month	\$ 2,228,275	\$ 2,313,491
Monthly Deposits	2,047,290	194,927
Monthly Payments	<u>(423,646)</u>	<u>(280,143)</u>
Balance, End of Month	<u>\$ 3,851,919</u>	<u>\$ 2,228,275</u>

Monthly Expenses Summary

Significant/Unusual Expenses:		
Humboldt Bay Development Assoc lease payment	\$ 53,733	
Liability insurance annual payment	18,805	
Clean Earth Environmental Solutions RMT2 expense	41,585	
Tenera Environmental Inc.	31,019	\$ 41,431
RMT2 scrap and salvage costs	<u>24,504</u>	
Sub-total, Significance/Unusual Expenses	169,646	41,431
General operating expenses and other misc. expense	254,000	238,712
Total Cash Payments	<u>\$ 423,646</u>	<u>\$ 280,143</u>

Monthly Deposits Summary

Significant/Unusual Revenues:		
Property taxes and interest income	\$ 492,361	
CalTrans Tuluwat Spartina grant	1,327,841	
Sub-total, Significant/Unusual Revenues	<u>1,820,202</u>	-
General revenues	227,088	\$ 194,927
Total Cash Receipts	<u>\$ 2,047,290</u>	<u>\$ 194,927</u>



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Humboldt Bay Harbor, Recreation & Conservation District

07/08/22

Balance Sheet

Accrual Basis

As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	5,405.97
10200.1 · Cash in PNC, Checking	2,727.75
10400 · CASH IN COUNTY - FUND 2720	1,308,825.62
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	2,464,142.45
10700.1 · Cash in bank, Water PNC	33,369.55
10901 · UNEXPENDED MARINA SURCHARGES	1,591,104.78
10903 · RESTRICTED CASH	-1,591,104.78
Total Checking/Savings	3,851,270.22
Accounts Receivable	
12000 · ACCTS RECEIVABLE	971,213.23
Total Accounts Receivable	971,213.23
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-319,448.64
12200 · TAXES RECEIVBLE	49,232.97
12300 · INTEREST RECEIVBLE	33,372.96
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	61,537.90
12800 · LEASE RECEIVABLE	2,945.22
12900 · Accounts Receivable FSM	-901.65
1499 · Undeposited Funds	649.68
Total Other Current Assets	5,676,763.44
Total Current Assets	10,499,246.89
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · BEACH PROPERTY	208,149.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE,CONSTR IN PROGRES	1,214,232.34
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-17,855,858.17
Total CAPITAL ASSETS, NET	10,840,739.21
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,898,334.96
Other Assets	
19000 · Deferred Outflows of PERS	320,904.00
Total Other Assets	320,904.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

07/08/22

As of May 31, 2022

Accrual Basis

	May 31, 22
TOTAL ASSETS	21,718,485.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	137,729.18
Total Accounts Payable	137,729.18
Credit Cards	
20112 · US Bank Visa	5,528.38
Total Credit Cards	5,528.38
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	4,456.25
21300 · STATE UNEMPLOYMENT TAX	364.21
21600 · PERS CARE/MEDICAL INSURANCE	4,206.04
21700 · PERS RETIREMENT	-0.93
Total Payroll tax & Withholding Liab	9,025.57
20100 · LEASE PAYABLE TO HBDA	-18,678.00
20200 · NOTES PAYABLE	310,482.25
20400 · ACCRUED WAGES PAYABLE	30,648.93
20500 · ACCRUED INTEREST	63,082.66
20600 · ACCRUED VACATION PAYABLE	35,976.00
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,600.00
20802 · PLUG DEPOSITS ON HAND	1,120.00
20803 · SLIP DEPOSITS ON HAND	54,412.57
20804 · STORAGE DEPOSITS	3,806.15
20806 · LEASE SECURITY DEPOSIT	138,719.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,200.00
Total 20800 · DEPOSITS ON HAND	220,608.40
22000 · DEFERRED LEASE INCOME	40,260.77
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
28000 · DEFERRED INCOME	159,379.27
28400 · DEFERREDINCOMECalTrans Spartina	1,327,841.00
28500 · OTHER DEFERRED CREDITS	747,257.92
Total Other Current Liabilities	6,891,977.08
Total Current Liabilities	7,035,234.64
Long Term Liabilities	
24001 · Gound Lease Amortization	-374,314.55
24003 · Groundlease Current Offset	-60,092.31
25500 · OPEB Liability	220,710.00
25700 · BOND PAYABLE 2014 REFINANCING	1,968,656.20
25800 · BBVA Loan Payable	1,058,384.95
25900 · LESS CURRENT PORTION	-310,482.25
27000 · Net Pension Liability	1,150,835.00
27200 · Deferred Inflows of PERS	153,290.00
Total Long Term Liabilities	3,806,987.04
Total Liabilities	10,842,221.68
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,229,635.59
30900 · RESTRICTED FUND BALANCE	1,591,104.67
31200 · GENERAL FUND BALANCE	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of May 31, 2022

	<u>May 31, 22</u>
31000 · FUND BALANCE - TIDELANDS TRUST	-2,061,554.20
31200 · GENERAL FUND BALANCE - Other	<u>-468,996.90</u>
Total 31200 · GENERAL FUND BALANCE	-2,530,551.10
Net Income	<u>2,586,075.01</u>
Total Equity	<u>10,876,264.17</u>
TOTAL LIABILITIES & EQUITY	<u>21,718,485.85</u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

07/08/22

May 2022

Accrual Basis

	May 22	Jul '21 - May 22
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	2.00	19.00
Total Donations	2.00	19.00
Dredging Revenue		
41318 · Dredging Surcharge - T	15,894.40	179,364.18
Total Dredging Revenue	15,894.40	179,364.18
Fees		
40108 · PERMITS-T	3,000.00	6,700.00
40808 · Pilotage Services - T	0.00	3,306.88
41308.1 · Poundage - T	4,651.72	7,930.94
41818 · Late Charges/Interest - T	700.00	8,940.00
41819 · Late Charges/Interest - NT	-4,724.83	4,556.39
45608 · Chevron - Ports O&M - T	0.00	24,262.50
Total Fees	3,626.89	55,696.71
Float Replacement Account		
41418 · Float Replacement	5,348.73	60,364.83
Total Float Replacement Account	5,348.73	60,364.83
Grant Revenue		
Conservation Grants		
45208.3 · Conservation Grants, Gov't - T	0.00	2,749.00
Total Conservation Grants	0.00	2,749.00
Harbor Grants		
45208 · Harbor Grants, Other - T	0.00	10,529.50
45208.1 · Harbor Grants, Gov't - T	16,312.63	619,859.18
Total Harbor Grants	16,312.63	630,388.68
Total Grant Revenue	16,312.63	633,137.68
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	8,159.00	136,469.62
Total Harbor Surcharge	8,159.00	136,469.62
Interest Revenue		
43108 · Interest Income - T	245.86	1,183.52
43109 · Interest Income - NT	13,650.00	150,150.04
43309 · Interest On Del Accts - NT	0.00	75.00
43318 · Interest On Del Accts - T	0.00	80.07
Total Interest Revenue	13,895.86	151,488.63
Other Revenue		
45908 · Other Revenue - T	0.00	45.00
45909 · Other Revenue - NT	1,042.74	7,954.34
46008 · Recovery of Bad Debt - T	0.00	3,735.16
Total Other Revenue	1,042.74	11,734.50
Rent Income		
40218 · Slip Rents - T	41,937.34	469,120.57
40318.1 · Transient Rentals - T	2,884.75	28,496.90
40518 · Equipment Rent - T	0.00	7,440.00
40519 · Equipment Rent - NT	0.00	4,724.52
40809 · Yard Rent - NT	1,021.20	10,333.20
41108 · Rents, Tidelands Leases - T	30,044.50	353,221.92
41309 · Storage - NT	6,967.02	57,341.17
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	55,084.59

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

07/08/22

May 2022

Accrual Basis

	May 22	Jul '21 - May 22
41409 · Upland Rent - NT - Other	70,064.91	2,211,466.54
Total 41409 · Upland Rent - NT	75,072.60	2,266,551.13
Total Rent Income	157,927.41	3,197,229.41
Sales		
40119 · Concession Sales - NT	872.50	5,261.25
Total Sales	872.50	5,261.25
Tax Revenue		
43509 · Property Tax Revenues	106,515.00	1,171,665.00
Total Tax Revenue	106,515.00	1,171,665.00
Utility Surcharge		
40409 · Utility Surcharge - NT	4,034.86	51,382.34
40418 · Utility Surcharge, Marina Dock	5,361.10	45,516.07
Total Utility Surcharge	9,395.96	96,898.41
47019 · Returned Check Charges	0.00	95.00
52708.1 · Discount	0.00	178.05
Total Income	338,993.12	5,699,602.27
Gross Profit	338,993.12	5,699,602.27
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,486.50	30,936.75
52508 · Accounting Fees - NT	1,328.00	12,809.75
Total Accounting/Auditing Services	2,814.50	43,746.50
Advertising & Promotion		
51000 · Advertising & Promotion - NT	25.17	1,743.31
51008 · Advertising & Promotion - T	0.00	1,663.87
Total Advertising & Promotion	25.17	3,407.18
Bad Debts		
51308 · Bad Debts - T	3,598.01	27,749.32
Total Bad Debts	3,598.01	27,749.32
Communications		
51400 · Communications - NT	2,228.03	23,534.30
51408 · Communications - T	640.90	6,108.54
Total Communications	2,868.93	29,642.84
Conference & Meetings		
51500 · Conferences & Meetings - NT	459.05	9,763.24
51508 · Conferences & Meetings - T	4,613.75	7,312.35
Conference & Meetings - Other	0.00	0.00
Total Conference & Meetings	5,072.80	17,075.59
Dredging Expense		
55608 · Dredging Expense - T	0.00	8,392.93
56708 · Dredging - GT	450.00	5,687.31
Total Dredging Expense	450.00	14,080.24
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	0.00	35,528.27
51608 · Dues & Subscriptions - T	196.66	674.16
Total Dues, Subscriptions & Licences	196.66	36,202.43
Elections & Government Fees		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

07/08/22

May 2022

Accrual Basis

	May 22	Jul '21 - May 22
51700 · Elections & Prop Tax Assess-NT	370.70	69,546.75
51708 · Elections & Prop Tax Assess - T	0.00	2,500.22
Total Elections & Government Fees	370.70	72,046.97
Engineering Services		
52400 · Engineering Fees - NT	3,166.10	37,589.50
52408 · Engineering Fees - T	3,430.00	79,882.65
Total Engineering Services	6,596.10	117,472.15
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	1,387.80
51200 · Automotive, Fuel- NT	1,376.66	5,971.68
51208 · Vessel Fuel	390.17	5,626.69
51218 · Automotive, Fuel - T	1,343.99	6,538.33
Total Fuel	3,230.82	19,524.50
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	500.00
Total Conservation Grant Expenses	0.00	500.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	69,590.36	69,960.36
Total Harbor Grant Expenses	69,590.36	69,960.36
Total Grant Expenses	69,590.36	70,460.36
Insurance		
51800 · Insurance - NT	7,431.82	83,074.45
51808 · Insurance - T	1,269.01	14,037.26
Total Insurance	8,700.83	97,111.71
Interest Expense		
55108 · Interest Expense - T	4,579.00	57,244.13
55109 · Interest Expense - NT	8,376.44	92,054.21
Total Interest Expense	12,955.44	149,298.34
Legal Services		
52300 · Legal Fees - NT	2,575.50	16,791.67
52308 · Legal Fees - T	1,278.50	7,203.13
Total Legal Services	3,854.00	23,994.80
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	658.16	4,026.59
52710 · Repairs & Maint, Equip - NT	30.58	3,313.64
52718 · Repairs & Maint, Equip - T	2,154.72	10,490.35
Total Maintenance - Equipment	2,843.46	17,830.58
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	2,331.78	64,548.67
52709 · REPAIRS & MAINTENANCE G/NT	59.29	30,501.75
52719 · Repairs & Maint, Facilities - N	1,153.07	116,348.25
Total Maintenance - Facilities	3,544.14	211,398.67
Maintenance - IT		
57008 · Maintenance, IT Equip - T	125.00	1,780.07
57009 · Maintenance, IT Equip - NT	118.75	12,302.75
Total Maintenance - IT	243.75	14,082.82
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	216.09

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

07/08/22

May 2022

Accrual Basis

	May 22	Jul '21 - May 22
52010 · Maintenance Supplies - NT	2,965.31	22,567.91
Total Maintenance Supplies	2,965.31	22,784.00
Office Supplies		
51900 · Office Supplies - NT	2,533.34	31,122.66
51908 · Office Supplies - T	613.02	7,183.43
51918 · OFFICE EXPENSE M/T	20.27	266.27
52100 · Outside Services - NT	0.00	1,282.61
Office Supplies - Other	0.00	0.00
Total Office Supplies	3,166.63	39,854.97
Other Expenses		
55419 · Other Expenses - NT	46.80	8,239.36
Total Other Expenses	46.80	8,239.36
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	0.00	5,696.27
52110 · OUTSIDE SERVICES M/A	186.00	4,105.00
52118 · Outside Services, Other - T	-65,584.16	90,668.04
Total Other Professional/Outside Serv	-65,398.16	100,469.31
Permits		
51610 · Permits - NT	695.62	695.62
51618 · Permits - T	0.00	15,768.91
Total Permits	695.62	16,464.53
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	15,890.00
50208 · Commissioner's Salaries - T	630.00	6,810.00
Total Commissioners Fees	2,100.00	22,700.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	1,104.82	1,104.82
Total Contract Temporary Services	1,104.82	1,104.82
Payroll Burden		
50500 · Payroll Benefits, Other - NT	32,989.31	348,641.67
50508 · Payroll Benefits, Other - T	10,289.05	107,977.28
6560 · Workers' Comp	3,213.18	38,117.18
Total Payroll Burden	46,491.54	494,736.13
Salaries/Wages		
50100 · Salaries & Wages - NT	72,152.23	781,264.81
50108 · Salaries & Wages - T	0.00	699.91
50119 · Sal. & Wages, Part-time - NT	0.00	1,680.00
Total Salaries/Wages	72,152.23	783,644.72
Total Personnel Expenses	121,848.59	1,302,185.67
Planning Services		
52200 · Planning Fees - NT	3,837.90	24,271.89
52208 · Planning Fees - T	1,376.82	17,206.07
Total Planning Services	5,214.72	41,477.96
Rent Expense		
52600 · Rent Expense - NT	0.00	3,334.00
54308 · Redwood Terminal 2 Lease Expens	19,196.88	209,164.96
Total Rent Expense	19,196.88	212,498.96

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

May 2022

	May 22	Jul '21 - May 22
Small Tools		
52800 · Small Tools - NT	1,820.78	3,714.78
52808 · Small Tools - T	0.00	906.38
Total Small Tools	1,820.78	4,621.16
Utilities		
52909 · Utilities - NT	19,804.97	194,779.54
52918 · Utilities - T	3,692.36	45,046.75
53000 · Water, Sewer, & Refuse - NT	19,606.74	114,861.87
53008 · Water, Sewer, & Refuse - T	4,151.19	45,118.18
Total Utilities	47,255.26	399,806.34
Total Expense	263,768.10	3,113,527.26
Net Ordinary Income	75,225.02	2,586,075.01
Net Income	75,225.02	2,586,075.01

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Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of May 31, 2022

07/08/22

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Bill Pmt -Check	05/04/2022		Pacific Gas & Electric (8...	QuickBooks gen...	0.00
Bill Pmt -Check	05/06/2022		AT&T Phone	QuickBooks gen...	0.00
Bill Pmt -Check	05/10/2022	ACH	Pacific Gas & Electric (8...	0074698259-4	-9,410.23
Liability Check	05/11/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,773.55
Liability Check	05/11/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,611.20
Liability Check	05/12/2022		QuickBooks Payroll Serv...	Created by Payro...	-22,310.50
Bill Pmt -Check	05/13/2022	ACH	CalPERS 457 Program	457Match 05/13/...	-325.00
Liability Check	05/13/2022	ACH	CalPERS 457 Program	450348	-1,675.00
Liability Check	05/13/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,107.21
Liability Check	05/13/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	05/13/2022	ACH	California State Disburse...	200000002142499	-461.53
Bill Pmt -Check	05/13/2022	1114	ACWA JPIA	215	-28,159.86
Bill Pmt -Check	05/13/2022	1115	Alber's Tractor & Ag Work	Mowing: RMT I	-1,520.00
Bill Pmt -Check	05/13/2022	1116	B & B Portable Toilets	RWD	-123.39
Bill Pmt -Check	05/13/2022	1117	Campton Electric Supply		-26.42
Bill Pmt -Check	05/13/2022	1118	Clean Earth Environment...	PO 1644 & 1762 ...	-41,584.69
Bill Pmt -Check	05/13/2022	1119	Eel River Scrap & Salvage		-24,503.65
Bill Pmt -Check	05/13/2022	1120	Enterprise-Record, Merc...		-883.35
Bill Pmt -Check	05/13/2022	1121	Eureka Oxygen Company		-89.50
Bill Pmt -Check	05/13/2022	1122	Horvath Plumbing	WIM	-298.00
Bill Pmt -Check	05/13/2022	1123	HSU Sponsored Progra...	Q1 2022 Ports, A...	-5,660.78
Bill Pmt -Check	05/13/2022	1124	Humboldt Bay Municipal ...	9002.001 RMT2	-1,029.64
Bill Pmt -Check	05/13/2022	1125	Lawson Products, Inc.	10347668	-138.65
Bill Pmt -Check	05/13/2022	1126	Nilsen Company	1623	-180.14
Bill Pmt -Check	05/13/2022	1127	Nylex.net		-375.00
Bill Pmt -Check	05/13/2022	1128	Pacific Gas & Electric (1...	Acct #06704919...	-2,485.77
Bill Pmt -Check	05/13/2022	1129	Pacific Gas & Electric (3...	6598073494-4	-176.55
Bill Pmt -Check	05/13/2022	1130	Pacific Gas & Electric (N...	2072047	-667.46
Bill Pmt -Check	05/13/2022	1131	Shelter Cove Resort Imp...	SC	-63.81
Bill Pmt -Check	05/13/2022	1132	SHN Consulting Enginee...		-15,483.90
Bill Pmt -Check	05/13/2022	1133	Southwest Answering Se...	3/24-4/20/2022 ...	-186.00
Bill Pmt -Check	05/13/2022	1134	Standard Insurance Com...	ST 908447 0001	-231.80
Bill Pmt -Check	05/13/2022	1135	StewTel, Inc.		-703.08
Bill Pmt -Check	05/13/2022	1136	Tony Gosselin & Sons	PO 1765, Tires f...	-635.00
Bill Pmt -Check	05/13/2022	1137	101Netlink	WIM	-250.00
Bill Pmt -Check	05/13/2022	1138	Cox, Castle & Nicholson ...	Port Development	-1,080.00
Bill Pmt -Check	05/13/2022	1139	David L. Moonie & Comp...		-2,220.00
Bill Pmt -Check	05/13/2022	1140	Englund Marine Supply		-1,424.88
Bill Pmt -Check	05/13/2022	1141	Hensell Materials, Inc.	Spill cleanup at F...	-640.32
Bill Pmt -Check	05/13/2022	1142	Hilfiker Company	Spill Cleanup at ...	-717.78
Bill Pmt -Check	05/13/2022	1143	Humboldt Waste Manag...	WIM	-749.86
Bill Pmt -Check	05/13/2022	1144	Mission Uniform & Linen	299313	-475.71
Bill Pmt -Check	05/13/2022	1145	Mitchell Law Firm, LLP		-1,956.50
Bill Pmt -Check	05/13/2022	1146	North Coast Laboratories...	FLBY	-253.00
Bill Pmt -Check	05/13/2022	1147	Pierson Building Center	1297	-1,271.57
Bill Pmt -Check	05/13/2022	1148	Pintermedia LLC		-83.75
Bill Pmt -Check	05/13/2022	1150	Recology Eel River	061097997	-418.42
Bill Pmt -Check	05/13/2022	1151	Recology Humboldt Cou...	061218064	-695.72
Bill Pmt -Check	05/13/2022	1152	Recology Humboldt Cou...	A0060000265	-2,266.88
Bill Pmt -Check	05/13/2022	1153	Schmidbauer Building S...	WIM	-211.46
Bill Pmt -Check	05/13/2022	1154	Shelter Cove Fishing Pre...	SC Janitorial Ma...	-2,083.33
Bill Pmt -Check	05/13/2022	1155	State Water Resource C...	Technical Consul...	-695.62
Bill Pmt -Check	05/13/2022	1156	Tenera Environmental Inc.	20236001	-31,019.47
Bill Pmt -Check	05/13/2022	1157	Times Printing Co	Business Cards	-135.07
Bill Pmt -Check	05/13/2022	1158	Valley Pacific Petroleum ...	114137	-3,635.10
Bill Pmt -Check	05/13/2022	1159	Western Chainsaw	PO 1773	-1,398.39
Bill Pmt -Check	05/13/2022	1149	World Oil Enviromental S...	15055	-95.00
Bill Pmt -Check	05/13/2022	ACH	PERS Unfunded Accrue...	2233447024	-7,091.83
Check	05/13/2022	1160	Edson, Sheya	Tenant Refund	-401.70
Check	05/13/2022	1161	Kelley, Brian (Elin Laine)	Tenant Refund	-358.91
Check	05/13/2022	1162	Thorpe, Jack	Tenant Refund	-226.80
Bill Pmt -Check	05/13/2022	1164	Verizon Wireless		-356.94
Bill Pmt -Check	05/13/2022	1165	Verizon Wireless		-107.61
Bill Pmt -Check	05/13/2022	1166	Alber's Tractor & Ag Work	Mowing: Ash Du...	-1,840.00
Liability Check	05/24/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,868.16
Liability Check	05/24/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,161.40
Liability Check	05/24/2022	1168	Franchise Tax Board	ROBERT M TATI...	-116.54
Liability Check	05/24/2022	1169	Operating Engineers Loc...	94-2262845	-348.88

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of May 31, 2022

07/08/22

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Liability Check	05/26/2022		QuickBooks Payroll Serv...	Created by Payro...	-25,179.07
Liability Check	05/27/2022	ACH	CalPERS 457 Program	450348	-1,675.00
Liability Check	05/27/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,290.82
Bill Pmt -Check	05/27/2022	ACH	CalPERS 457 Program	457Match 05/27/...	-325.00
Liability Check	05/27/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	05/27/2022	ACH	California State Disburse...	200000002142499	-461.53
Liability Check	05/27/2022	1170	Franchise Tax Board	558379330	-100.00
Bill Pmt -Check	05/27/2022	1171	Alber's Tractor & Ag Work	Mowing: Wildlife ...	-1,008.00
Bill Pmt -Check	05/27/2022	1172	AT&T Internet	831-000-8571 571	-872.58
Bill Pmt -Check	05/27/2022	1173	California Redwood Co.	Red Tank 03/18-...	-889.23
Bill Pmt -Check	05/27/2022	1174	City of Eureka (Sewer)	2001-901804-02	-2,226.82
Bill Pmt -Check	05/27/2022	1175	City of Eureka (Water)	2001-901802-01	-5,279.96
Bill Pmt -Check	05/27/2022	1176	Clean Earth Environment...	PO 1644 and 17...	-6,607.04
Bill Pmt -Check	05/27/2022	1177	Coastal Business Syste...	WIM Copier Lease	-485.21
Bill Pmt -Check	05/27/2022	1178	Cox, Castle & Nicholson ...	Port Development	-1,260.00
Bill Pmt -Check	05/27/2022	1179	Don's Rent-All	7197	-100.51
Bill Pmt -Check	05/27/2022	1180	Eureka-Humboldt Fire Ex...	Fire Boat	-75.01
Bill Pmt -Check	05/27/2022	1181	Francotyp-Postalia	466106100	-145.66
Bill Pmt -Check	05/27/2022	1182	Humboldt Bay Solar Fun...	HB0520	-17,056.13
Bill Pmt -Check	05/27/2022	1183	Humboldt Community Se...	3165	-500.90
Bill Pmt -Check	05/27/2022	1184	Humboldt County Tax Co...		-370.70
Bill Pmt -Check	05/27/2022	1185	Larry Oetker	Reimbursement f...	-3,293.92
Bill Pmt -Check	05/27/2022	1186	Matthews Paints		-100.13
Bill Pmt -Check	05/27/2022	1187	Mill Yard, The		-159.38
Bill Pmt -Check	05/27/2022	1188	Pacific Gas & Electric (N...	2072047	-476.53
Bill Pmt -Check	05/27/2022	1189	Rob Holmlund	Reimbursement f...	-54.40
Bill Pmt -Check	05/27/2022	1190	Standard Insurance Com...	ST 908447 0001	-227.80
Bill Pmt -Check	05/27/2022	1191	Staples Credit Plan	6035 5178 1247 ...	-40.40
Check	05/27/2022	1192	Steinert, Noah	Tenant Refund	-58.84
Check	05/27/2022	1193	Scales & Slime LLC	Tenant Refund	-367.60
Check	05/27/2022	1194	Ameresco, Inc.	Lease Deposit R...	-450.00
Bill Pmt -Check	05/27/2022	1195	Advanced Security Syste...		-393.00
Bill Pmt -Check	05/27/2022	1196	Alliant Insurance Service...	Excess Commer...	-18,804.88
Bill Pmt -Check	05/27/2022	1197	Anderson Trucking LLC		-6,600.00
Bill Pmt -Check	05/27/2022	1198	Eureka Glass Company, ...	Tempered Glass ...	-211.44
Bill Pmt -Check	05/27/2022	1199	Eureka Oxygen Company		-83.12
Bill Pmt -Check	05/27/2022	1200	Mission Uniform & Linen	299313	-173.35
Bill Pmt -Check	05/27/2022	1201	Nilsen Company	1623	-147.47
Bill Pmt -Check	05/27/2022	1202	Northern California Glove	3474	-172.44
Bill Pmt -Check	05/27/2022	1203	Pintermedia LLC		-60.00
Bill Pmt -Check	05/27/2022	1204	Reincke Marine Fabricati...	PO #1780 M/V A...	-3,143.37
Bill Pmt -Check	05/27/2022	1205	StewTel, Inc.	PO 1785	-483.27
Bill Pmt -Check	05/27/2022	1206	Total Compensation Syst...	GASB75 Roll-For...	-832.50
Check	05/27/2022	1207	Holt, Hugh	Tenant Refund	-1,725.60
Bill Pmt -Check	05/27/2022	1208	Doug Saucedo	ASCE Membersh...	-196.66
Bill Pmt -Check	05/31/2022	ACH	Pacific Gas & Electric (8...	0074698259-4	-8,368.76
Check	05/31/2022			Service Charge	-261.44
Total 10200.1 - Cash in PNC, Checking					-359,799.79
TOTAL					-359,799.79

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



STAFF REPORT
HARBOR DISTRICT MEETING
July 14, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: July 8, 2022

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

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

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

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

ATTACHMENTS:

- A.** Adopted Resolution 2021-16

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

RESOLUTION NO. 2021-16

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

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

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

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

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

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

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

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

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

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

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

AYES: Dale, Higgins, Kullmann, Marks

NOES: ∅


ABSENT: ∅

ABSTAIN: ∅

ATTEST:



Patrick Higgins, Secretary
Board of Commissioners



Stephen Kullmann, President
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-16** entitled,

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

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of October 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of October 2021**.



**Patrick Higgins, Secretary
Board of Commissioners**



Humboldt Bay Harbor, Recreation & Conservation District

PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
06/08/2022	1795

Vendor
Asbury Environmental Services - World Oil 9302 Garfield Ave South Gate, CA 90280

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

Description	Qty	Rate	Class	Amount
Diesel Fuel - 20 Drums	20	\$225.00		\$4500.00
Oily Water - 12 Drums	12	\$200.00		\$2400.00
Emanifest EPA Fee	1	\$25.00		\$25.00
Approved By:			Total	\$6925.00

Asbury Environmental Services
dba World Oil Environmental Services
9302 Garfield Avenue
South Gate CA 90280

RECEIVED

JUN 08 2022

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

INVOICE

BILL TO:
 HUMBOLDT BAY HARBOR DIST - 15055
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1030
 EUREKA CA 95502

Invoice #: 1500-00832787
Date: 6/8/2022
PO #:
Terms: Net 30
Due Date: 7/8/2022
Quote # : Q056502
Order # : S500-00826275
Salesperson : Hans Binsch
Batch :


E-Mail Inv.: mhiley@humboldtбай.org

Quantity	UOM	Description	Unit Price	Amount
20	DM	DIESEL FUEL (DM) Manifest#/Date: 024256557JJK-1 5/24/2022 SvcOrder#/Date: Q056502 5/24/2022 TSDf: DEMENNO / KERDOON - COMPTON CAT080013352	\$225.00	\$4,500.00
12	DM	OILY WATER PER DRUM (DM) Manifest#/Date: 024256557JJK-2 5/24/2022 TSDf: DEMENNO / KERDOON - COMPTON CAT080013352	\$200.00	\$2,400.00
1	EA	EMANIFEST EPA FEE & ADMIN - SITE SPECIFIC MANIFESTS Manifest#/Date: 024256557JJK	\$25.00	\$25.00

Notes: SITE: HUMBOLDT BAY HARBOR RECREATION & CONSERVATION - 1 YARD RD., FIELDS LANDING CA 95537

Subtotal \$6,925.00
Tax Total \$0.00
Total \$6,925.00

PAYMENT APPROVED
 by: PO 1795
 Account #: 53000 - FLBY
Arcturus
 Board of Commissioners
 Approval Date: _____
 (If required)



REMIT PAYMENT TO:
P.O. BOX 843021, LOS ANGELES, CA 90084-3021

For your convenience we accept Visa, MasterCard, American Express and Discover!
 To make credit card payments please contact the Credit Department at (562) 231-1550
THANK YOU FOR YOUR BUSINESS

SERVICE ORDER



WORLD OIL

ENVIRONMENTAL SERVICES

DATE 5-24-2022
 CUSTOMER PO# 8500-00826275
 CORPORATE OFFICE: 1300 S. SANTA FE AVENUE • COMPTON, CALIFORNIA 90221 • (310) 886-3400 • (800) 974-4495 • FAX (310) 763-5922

ORDER Q056502
 DRIVER Paul Ober
 TRUCK# 2009

JOB SITE:
 NAME Humboldt Bay Harbor Rec + con
 ADDRESS 1 yard Road
 CITY Fields Landing ST CA ZIP 95537
 CONTACT Chris Mikkelsen TEL 707-499-0500

BILL TO:
 NAME
 ADDRESS P.O. Box 1030
 CITY Zureka ST CA ZIP 95502
 CONTACT TEL ()

SPECIAL INSTRUCTIONS:

WORK PERFORMED: PU only

PERSONNEL	DESCRIPTION	TRUCK NUMBER	LEAVE YARD	RETURN YARD	START	FINISH
				<u>33</u>		

DELIVERY / PICK UP / TRANSPORTATION INFORMATION

DESCRIPTION: MANIFEST/SUPPLIES	CONTAINER		FACILITY: YARD/DISPOSAL	DESCRIPTION: MANIFEST/SUPPLIES	CONTAINER		FACILITY: YARD/DISPOSAL
	NO.	TYPE			NO.	TYPE	
<u>0242565578</u>	<u>32</u>	<u>DM</u>	<u>Wash</u>				
			<u>oil</u>				
			<u>Refring</u>				

CUSTOMERS SIGNATURE

[Handwritten Signature]

DATE

5/24/22

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CA 000283477	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 024256557 JJK			
5. Generator's Name and Mailing Address WORLD OIL ENVIRONMENTAL SERVICES P.O. BOX 1030 EUREKA CA 95502 Generator's Phone: 707 572-8729				Generator's Site Address (if different than mailing address) HUMBOLDT BAY HARBOR RECREATION & CONSERVATION 1 YARD ROAD FIELDS LANDING CA 95502				
6. Transporter 1 Company Name WORLD OIL ENVIRONMENTAL SERVICES				U.S. EPA ID Number CA D028277036				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address WORLD OIL RECYCLING 2000 N. ALAMEDA STREET COMPTON CA 90222 Facility's Phone: (310)537-7100				U.S. EPA ID Number CAT080013352				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
		1. NA1993. COMBUSTIBLE LIQUID, N.O.S. (DIESEL), PGIII		20 DM		1,100	G	223
		2. NON-RCRA HAZARDOUS WASTE, LIQUID (OILY WATER)		12 DM		660	G	223
		3.						
		4.						
14. Special Handling (Instructions and Additional Information) EMERGENCY CONTACT : CHEMTREC 1-800-424-9300 WOES TERMINAL: CHICO CS NAERG# 9B1 : 128, 9B2 : 171 * PROFILE # 9B1 : 102368DM DIESEL FUEL, 9B2 : 05122022WO OILY WATER * * APPROPRIATE PPE EQUIPMENT 300008262752056102 Docie Attahed Chao								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offoror's Printed/Typed Name Robert Provolt				Signature <i>Robert Provolt</i>		Month Day Year 05/24/22		
INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
	17. Transporter Acknowledgment of Receipt of Materials							
TRANSPORTER	Transporter 1 Printed/Typed Name Deak O'Brien			Signature <i>Deak O'Brien</i>		Month Day Year 05/24/22		
	Transporter 2 Printed/Typed Name			Signature		Month Day Year		
DESIGNATED FACILITY	18. Discrepancy							
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
	Manifest Reference Number: _____							
	18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
	Facility's Phone: _____							
18c. Signature of Alternate Facility (or Generator)						Month Day Year		
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1.		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name				Signature		Month Day Year		

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAL000283477	2. Page 1 of 1	3. Emergency Response Phone (800) 424-9300	4. Manifest Tracking Number 024256557 JJK			
5. Generator's Name and Mailing Address WORLD OF RECYCLING 707 572-8726 CA 95502				Generator's Site Address (if different than mailing address) 1 YARD ROAD FIELDS LANDING CA 95502				
6. Transporter 1 Company Name WORLD OF ENVIRONMENTAL SERVICES				U.S. EPA ID Number CAL0026277036				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address WORLD OF RECYCLING 2000 N. NAAMER STREET COMPTON CA 90222				U.S. EPA ID Number CAT080013352				
Facility's Phone: (310) 632-1100								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
	1. 300 GALS. CORROSIVE LIQUID, N.O.S. (DIESEL) FUEL	20	DM	1100	G	223		
	2. 1000 LITERS HAZARDOUS WASTE, LIQUID (OILY WATER)	12	DM	60	G	225		
	3.							
	4.							
14. Special Handling Instructions and Additional Information EMERGENCY CONTACT: CHEMTREC: 1-800-424-9300 WOE'S TERMINAL: CHICO CS NAERG# 981 128 982 171 * PROFILE # UN1 3026BDM DIESEL FUEL 982 . 05122022WO OILY WATER * APPROPRIATE PPE EQUIPMENT								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offoror's Printed/Typed Name				Signature		Month	Day	Year
						05	24	22
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name				Signature		Month	Day	Year
Transporter 2 Printed/Typed Name				Signature		Month	Day	Year
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number: _____								
18b. Alternate Facility (or Generator)						U.S. EPA ID Number		
Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1.		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name				Signature		Month	Day	Year

SERVICE ORDER



WORLD OIL
ENVIRONMENTAL SERVICES™

DATE _____

CUSTOMER PO# _____

ORDER _____

DRIVER _____

TRUCK# _____

CORPORATE OFFICE: 1300 S. SANTA FE AVENUE • COMPTON, CALIFORNIA 90221 • (310) 886-3400 • (800) 974-4495 • FAX (310) 763-5922

JOB SITE:			
NAME			
ADDRESS			
CITY	ST	ZIP	
CONTACT	TEL. ()		

BILL TO:			
NAME			
ADDRESS			
CITY	ST	ZIP	
CONTACT	TEL. ()		

SPECIAL INSTRUCTIONS: _____

WORK PERFORMED: _____

PERSONNEL	DESCRIPTION	TRUCK NUMBER	LEAVE YARD	RETURN YARD	START	FINISH

DELIVERY / PICK UP / TRANSPORTATION INFORMATION

DESCRIPTION: MANIFEST/SUPPLIES	CONTAINER		FACILITY: YARD/DISPOSAL	DESCRIPTION: MANIFEST/SUPPLIES	CONTAINER		FACILITY: YARD/DISPOSAL
	NO.	TYPE			NO.	TYPE	
256							

CUSTOMERS SIGNATURE _____ DATE _____

COMPUTER SYSTEM SUPPORT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June 2022 (the "Effective Date") by and between **Network Help To Go ("Contractor")**, with a principal place of business at **2040 Ernest Way, Arcata CA**, and **Humboldt Bay Harbor and Conservation District** with offices at **601 Startare Dr, Eureka, CA 95501** ("Customer").

1. Equipment Covered

The Computer system and equipment for which maintenance and support is offered under this Agreement is the equipment and/or peripherals, and/or local area network(s) listed as follows (hereafter referred to as "Equipment"):

- Up to 30 desktop or laptop PCs
- 1 Windows Server
- 1 Network Attached Storage device
- 1 Router
- 1 Modem
- WiFi Access Points as needed
- Network switches as needed
- Backup devices as needed
- Printers and Scanners as needed (Limited to network connectivity and settings. No hardware maintenance is provided.)
- Audio/Visual systems for conferences and public access

Additional equipment may be added to this list if amended to this Agreement in writing, signed by the **Customer** and **Contractor**.

2. Support

2.1 Services Provided

Contractor agrees, for the term of this Agreement, to provide maintenance services on inoperable Equipment which are necessary to return the Equipment to good operating condition, and to replace existing equipment. All such maintenance shall be performed during the hours of 9:00 A.M. to 5:00 P.M. Monday through Friday, excluding bank and national holidays (the "Principal Period of Maintenance"). Service required for the Equipment as a result of other than normal use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by **Contractor**) are not included hereunder and shall be subject to **Contractor's** personnel availability and charged at **Contractor's** prevailing rates on the date such service or repairs are performed. Service requested by Customer to be performed at times other than during the Principal Period of Maintenance shall be subject to **Contractor's** personnel availability and charged to Customer at **Contractor's** overtime rate on the date such service is performed. **Contractor** will also provide assistance by telephone to answer urgent and immediate questions during the Principal Period of Maintenance. All services to be performed hereunder may be performed by **Contractor** or by third parties designated by **Contractor** with reasonable notice to Customer. **Contractor** shall seek warranty service for any Equipment found to be covered by a manufacturer's or extended warranty, and coordinate repairs or replacement by authorized agent as needed.

2.2 Service Response Time

Unless otherwise specified, **Contractor** agrees to respond to any request for service either (i) during the same working day if the request is made before noon, or if the request is made after noon, before noon of the next working day, to repair a network fileserver, any single user (stand-alone) computer, a printer (if the site has only one such printer), broadband modem, network router or switch; or

(ii) within two (2) working days after the request, to repair a data backup tape or disk drive, one of several workstations connected to a network, or one of several printers.

2.3 Force Majeure

Contractor shall not be liable to Customer for any delay or failure by **Contractor** to perform its obligations under this Agreement if such delay or failure arises from any cause or causes beyond the reasonable control of **Contractor**.

2.4 Excluded Services

The maintenance service to be provided by **Contractor** under this Agreement shall not include the following:

- (a) Performing services in connection with the use of the Equipment in conjunction with other equipment or software, the relocation of the Equipment, the rewiring or rerouting of cables, or the addition or removal of accessories, attachments, features, or other devices;
- (b) Electrical work external to the Equipment;
- (c) Maintenance of accessories, attachments, features, or devices other than the Equipment;
- (d) Maintenance of Equipment from which the original identification marks have been removed or altered; or
- (e) Repair of damage resulting from (i) accident, transportation, neglect, or misuse by Customer, Customer's failure to provide the necessary facilities or specified operating supplies, or failure by Customer to meet site specifications applicable to the Equipment; (ii) causes external to the Equipment such as, but not limited to, unusual physical stress, failure or fluctuation of electrical power, air conditioning or humidity control; or (iii) any cause other than ordinary use (e.g., accident, fire, lightning, water damage, negligence, misuse or repairs, alterations or modifications performed by persons not authorized by **Contractor**);
- (f) Furnishing expendable or consumable supplies, equipment or accessories for the equipment.
- (g) Maintenance of the Equipment or portions thereof which Customer has modified or repaired as set forth in Section 3 hereof or portions of the Equipment affected by such Customer modifications or repairs;
- (h) Reconditioning required when repair and parts replacement cannot keep the Equipment in operating condition;
- (i) Back-up or restoration of Customer data, information or computer programs, whether or not used in conjunction with the Equipment;
- (j) Except with respect to computer software covered by a separate software maintenance agreement, any computer software included as part of the Equipment shall not be the responsibility of **Contractor**, except that **Contractor** agrees to use reasonable efforts to coordinate any material problems in such software with the manufacturer or distributor of the Equipment to alleviate the problem; and
- (k) Specific requests by Customer for maintenance outside the scope of this Agreement.

If requested by the Customer, **Contractor** may opt to provide Excluded Services subject to **Contractor's** personnel availability and charged to Customer at **Contractor's** standard rates on the date such service is performed.

2.5 Additional Equipment, Parts, and Wiring

Any additional equipment requested by the Customer, or parts and wiring required to perform repairs on listed Equipment shall be purchased at the sole cost of the Customer. Under certain circumstances, **Contractor** may elect to purchase repair parts on behalf of the Customer, the cost of which will be reimbursed by the Customer to **Contractor** as soon as possible, but always within 15 days. When, in **Contractor's** opinion, a factory refurbishment or

replacement is necessary because normal repair and parts replacement cannot keep a unit of Equipment in satisfactory operating condition, **Contractor** will submit a cost estimate of needed repairs which will be in addition to the charges hereunder. If Customer does not authorize such work **Contractor** may cancel or refuse to renew this Agreement for the unit of Equipment.

3. Customer Modifications and Repairs

3.1 Customer Modifications

Customer shall inform **Contractor** in writing of any modifications to be made by Customer or any third party to the Equipment. **Contractor** shall not be responsible for maintaining Customer or third party modified portions of the Equipment or portions of the Equipment affected by such modified portions.

3.2 Customer Repairs

Maintenance or repairs requested due to Customer's unauthorized repairs or maintenance shall be subject to **Contractor's** personnel availability and billed at **Contractor's** standard time and materials charges. In addition, all warranties express, implied or statutory are deemed revoked by **Contractor** and waived by Customer until such repair or maintenance has been performed by **Contractor** and the Equipment has been certified by **Contractor** for performance.

4. Customer Support

Customer agrees to use the Equipment in accordance with the operating manuals for the Equipment. Customer agrees to provide **Contractor** with access to its facilities and the necessary equipment and documentation for **Contractor** to perform maintenance, and with sufficient support and test time so that **Contractor** is able to duplicate any problem reported, to certify that the problem is with the Equipment, to correct the problem and to certify to Customer that the problem has been corrected. Customer shall be solely responsible for its data, information and programs stored on the Equipment including the making of timely and accurate back-up copies.

5. Term

(a) The service term is one month. This Agreement shall commence on the date **Contractor** is paid the full term maintenance fee, which shall be advanced, and shall continue until the expiration of the designated term. Term shall be renewed automatically unless this Agreement is terminated in accordance with the provisions of Section 11. Maintenance service under this Agreement shall continue (i) only so long as Customer maintains the current installed version of the Equipment, or (ii) until terminated by either party in accordance with the terms of this Agreement.

(b) Term shall expire one month from payment of the maintenance fee, regardless of the number of unused maintenance hours remaining in the current term.

6. Price and Payment

6.1 Maintenance Fee

(a) Customer shall pay to **Contractor** the maintenance fee for the Equipment and the maintenance fee shall be payable in advance. After the expiration of the First Term, **Contractor** may change the maintenance fee from time to time in accordance with its standard maintenance charges provided that **Contractor** shall have given Customer thirty (30) days written notice prior to the term for which such revised maintenance fee shall apply.

(b) The Maintenance Fee is as follows: \$575.00 per month for up-to 5 hours of service during business hours as described in section 2.1. On-site services are billed with a one-hour minimum charge

and in 15-minute (0.25 hours) increments after the first hour. Remote services are billed in 15-minute (0.25 hours) increments. All service hours over the covered 5 hours per term shall be billable at **Contractor's** then current rate. (\$130/hour as of May 24 2022). Pre-paid service hours for each term that are not used shall not be transferable to successive terms, as the 5-hour minimum is considered a retainer for priority service and discounted rates.

6.2 Additional Charges

(a) The Maintenance Fee for services performed outside of business hours shall be billed at 150% of the then current Maintenance Fee if continuing a service call started during business hours, or by previous arrangement.

(b) The Maintenance Fee for unplanned, urgent services outside of business hours shall be billed at 200% of the then current Maintenance Fee with a one-hour minimum for any response to Customer's call for service, including call back and remote support, regardless if **Contractor** is physically present at the Customer's location.

(c) With respect to (i) maintenance of the Equipment or unlisted equipment which **Contractor** provides in response to a request by Customer for maintenance and which **Contractor** is not obligated to provide under this Agreement, or (ii) corrections for difficulties or defects traceable to Customer's unauthorized acts, errors or system changes, Customer shall pay **Contractor** for all efforts toward such services, corrections or remedies at **Contractor's** then current standard time and materials charges. With respect to any repairs which are excluded from this Agreement and which are required for the Equipment to be in proper working order, **Contractor** will submit a description of the work which is necessary to restore the Equipment to proper working order and the charges therefore, and will request permission to restore the Equipment to proper working order. If **Contractor** is not granted the permission to perform such restoration at Customer's expense, **Contractor** shall have the right to terminate all its obligations under this Agreement with respect to such damaged Equipment.

6.3 Invoices

All invoices for post-paid services, including but not limited to invoices for maintenance fees, time and materials charges, and expenses, are due fifteen (15) calendar days after receipt of invoice. If Customer fails to pay any amount due within fifteen (15) days from the receipt of the invoice, late charges of 1 1/2%, or the maximum interest rate allowed by law, per month shall also become payable by Customer to **Contractor**. In addition, failure of Customer to fully pay any invoiced amount within forty-five (45) days after the receipt of the invoice shall be deemed a material breach of this Agreement and shall be sufficient cause for immediate termination hereof. If Customer fails to pay, when due, any amount payable hereunder or fails to fully perform its obligations hereunder, Customer agrees to pay, in addition to any amount past due, plus interest accrued thereon, all reasonable expenses incurred by **Contractor** in enforcing this Agreement including but not limited to all expenses of any legal proceeding related thereto and all reasonable attorneys' fees incurred in connection therewith. No failure by **Contractor** to request any such payment or to demand any such performance or performance of any Customer obligation hereunder shall be deemed a waiver by **Contractor** of Customer's obligations hereunder or a waiver of **Contractor's** right to terminate this Agreement.

6.4 Taxes

Customer shall, in addition to the payments required hereunder, pay, or reimburse **Contractor** for all sales, use, transfer or other taxes, and all duties, whether national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however, taxes on net income which may be levied against **Contractor**. **Contractor** may add such taxes to the invoices submitted to Customer hereunder.

7. Travel Expenses

The maintenance fee payable hereunder includes all travel and related charges with the exception of lodging, if required with respect to maintenance services provided for the maintenance fee hereunder during the Principal Period of Maintenance. All travel expenses for all services billed in addition to the maintenance fee shall be charged to Customer as incurred. **(Travel from Contractor's place of business to Customer's place of business as described at the head of this Agreement shall be included in the Maintenance Fee.)**

8. Warranty

CONTRACTOR'S SOLE OBLIGATION UNDER THIS AGREEMENT WILL BE TO PROVIDE MAINTENANCE AS DESCRIBED IN SECTION 2 ABOVE. ALL MAINTENANCE SERVICES ARE PROVIDED "AS IS". CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

Contractor shall not be responsible to customer for loss of use of the Equipment or for any other liabilities arising from its performance of maintenance hereunder whether such performance is by **Contractor** or third parties designated by **Contractor**. **Contractor** shall have no liability or obligation under this Agreement with respect to Customer data, information or computer programs, whether or not stored on the Equipment. **CONTRACTOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS OR THE OBLIGATIONS OF ITS AGENTS OR DESIGNEES UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event shall **Contractor's** liability for any reason and upon any cause of action whatsoever exceed the lesser of (i) fifty percent (50%) of the then current maintenance fee paid hereunder or (ii) that portion of the amounts paid hereunder which is attributable to the particular unit of equipment directly involved in the liability claim.

10. Indemnity

Customer shall indemnify and hold harmless **Contractor** from any loss, cost or expense, including attorneys' fees, to persons or property, other than the Equipment, suffered or incurred in connection with any claim, suit or proceeding brought against **Contractor** to the extent that it arises out of this Agreement or Customer's possession or use of the Equipment and services provided therefore.

11. Termination

11.1 Continuous Maintenance

This Agreement is renewable in accordance with the terms of Section 5, "Term", and shall remain in effect only so long as Customer continuously contracts for or receives maintenance from **Contractor** for all of the Equipment covered by this Agreement from the time of acceptance of such Equipment. If Customer discontinues such maintenance under this Agreement as to any portion of such Equipment, **Contractor** may immediately terminate this entire Agreement.

11.2 Termination

In addition to its rights as set forth elsewhere in this Agreement, **Contractor** shall have the right to terminate this Agreement upon five (5) days written notice to Customer upon: (a) the violation or breach by Customer, its officers or employees of any provision of this Agreement, including, but not limited to, payment; (b) the termination of the business of Customer; (c) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to Customer; or (d) Customer's becoming insolvent or making any assignment for the benefit of creditors.

11.3 Notice of Termination

This Agreement may be terminated by Customer upon a minimum of five (5) hours written or oral notice prior to the expiration of the Block Term. **Contractor** shall keep a running ledger of all support time provided and have Customer sign said ledger at the conclusion of every support call. Upon the expenditure of seven (7) hours of support maintenance, **Contractor** shall notice Customer that the Block term is coming to conclusion and that Customer has the obligation to notice **Contractor** that it wishes to terminate this Agreement upon the expiration of the term. If the **Customer** fails to give said notice of termination, then this Agreement shall automatically renew for another Term upon payment for more hours, or if service hours provided exceeded pre-paid hours for the previous term. No refund will be due if Customer cancels maintenance or if **Contractor** terminates this Agreement pursuant to Section 11.2 above.

12. Non-Solicitation

Customer shall not hire nor attempt to hire for employment or for any other contractual purpose any employee or independent contractor engaged to provide services to Customer by **Contractor** for a period of one year following termination of this Agreement. Customer agrees that any such attempt to hire or employment shall constitute a material breach of this Agreement and Customer agrees that it shall pay **Contractor** liquidated damages in the amount of \$15,000.00 for a violation of this non-solicitation clause. **Contractor** may waive this clause at its sole discretion in writing.

13. Non-Disclosure

Contractor acknowledges that while in the process of repairing or maintaining the Equipment for the Customer, that **Contractor** may have access or have cause to view confidential files or information about the Customer, its customers, and the Customer's business. **Contractor** hereby agrees never to disclose such confidential information either while providing services or after said services have been completed, or this Agreement has expired or terminated.

14. General

14.1 Entire Agreement

This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements, oral or written.

14.2 Assignment

This Agreement shall be binding upon the parties and their respective successors and assignees. Customer may not assign this Agreement or any of its rights, duties or obligations hereunder, in whole or in part, to any person or entity without the prior written consent of **Contractor**.

14.3 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any other or further right hereunder.

14.4 Severability

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

14.5 Modifications

The agreement may not be modified or altered except by written instrument duly executed by both parties, and except that **Contractor** may change the terms and conditions of this Agreement upon written notice to Customer thirty (30) days prior to the first day of any renewal period.

14.6 Governing Law

This Agreement and performance hereunder shall be governed by the laws of the State of California, and Customer hereby consents to the exclusive jurisdiction of the courts of Humboldt County, State of California and waives any objection to such venue.

14.7 Limitation of Action

No action regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after the cause of action has arisen.

14.8 Notice

Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the U.S. mails, postage Prepaid, certified mail, return receipt requested. All notices shall be addressed to the parties at their respective addresses indicated herein and on the face hereof.

14.9 Remedies

The rights and remedies of **Contractor** set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives.

Accepted (signature)
Humboldt Bay Harbor and Conservation District

By: _____
Title: _____
Date: _____

Accepted (signature)
Network Help To Go

By: _____
Title: _____
Date: _____



STAFF REPORT
HARBOR DISTRICT MEETING
July 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: July 8, 2022

TITLE: Consider Adopting Resolution No. 2022-07 Adopting the FY 2022-23 District Budget

STAFF RECOMMENDATION: It is recommended that the Board: By roll call vote, adopt Resolution No. 2022-07 Adopting the FY 2022-23 Budget; Goals, and Budget Process and Policy.

SUMMARY: The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1st.

DISCUSSION: The District Accountant prepared a monthly Cash Flow Projection that accompanies the draft budget. The Cash Flow Projection outlines the monthly income and expense cash flow based on the assumptions outlined at the bottom of the worksheet. The Cash Flow Projection provides an estimate, and the actual income and expenditures are evaluated, and adjustments are made throughout the year to insure that the District maintains sufficient cash to cover expenses. The District has established Dredge, Float Replacement, Ocean Outfall, and General Reserve Funds. The cash in these Reserve Funds, as well as, funds deposited from the CalTrans Spartina, Nordic Aquafarms and other contracts are drawn and replenished as needed over the course of the year.

The Budget Process and Policy included as Exhibit C includes the following policy:

“The Board will maintain a fund balances or working capital balances of at least twenty percent (20%) of operating expenditures in the General Fund and all Enterprise Funds and Internal Service Funds.”

Based on a \$2 million base operating budget, the District should retain a minimum of \$400,000 in reserve accounts. The estimated reserve fund balances are as follows. The actual reserve funds balances are documented in the annual audit.

Dredge Surcharge from June 2021 Audit	880,399
Dredge Surcharge through May 31, 2022	179,364
Dredge Surcharge Projected for June 30, 2022	16,300
Projected Dredge Expense for the year ended 6/30/22	(14,080)
Balance, Dredge Surcharge Reserve, 6/30/22	1,061,983
Float Replacement from June 2021 Audit	485,057
Float Replacement through May 31/April 30, 2022	60,365
Float Replacement Projected for June 30, 2022	5,500
Projected Float Replacement Expense for the year ended 6/30/22	-
Balance, Float Replacement Reserve, 6/30/22	550,922
Ocean Outfall	-
General Reserve Deposited in July 2021 with budget adoption	400,000
Total Reserve	- 2,012,905

The Draft budget anticipates that Nordic Aquafarms will begin to make scheduled rent payments beginning in January 2023.

The Final Budget includes revisions from the preliminary budget which Staff will go over at the Board Meeting. If there are any questions or comments, it would be helpful to discuss those prior to the Board meeting so that Staff can provide an accurate response.

ATTACHMENTS:

- A Resolution 2022-07
 - Exhibit A: FY 2022-23 Budget
 - Exhibit B: FY 2022-23 Goals
 - Exhibit C: Budget Process and Policy

- B. Cash Flow Projections

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

RESOLUTION NO. 2022-07

**A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2022-2023 HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT BUDGET AND GOALS**

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

WHEREAS, the Board of Commissioners approved the fiscal year 2022-23 preliminary budget on June 9, 2022 and scheduled and noticed a hearing for the adoption of the final budget on July 14, 2022 at 6:00 pm via video conference with a teleconference option.

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

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

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

SECTION 1. Adopts the Final Fiscal Year 2022-23 Budget as set forth in Exhibit A attached here to and by reference incorporated herein.

SECTION 2. Adopts the Fiscal Year 2022-23 Goals as set forth in Exhibit B.

SECTION 2. Adopts the Fiscal Year 2022-23 Budget Process and Policy as set forth in Exhibit C.

SECTION 4. Authorizes the Executive Director to transmit the budget to the Humboldt County Board of Supervisors pursuant to California Harbors and Navigation Section 6093.3

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Richard Marks, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2022-07** entitled,

A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2022-2023 HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BUDGET AND GOALS

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of July 2022**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of July 2022**.

Richard Marks, Secretary
Board of Commissioners

Final Budget FY 2022/2023	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Ordinary Income/Expense										
Income										
Donations										
45709 · Donations - Sea Scouts	-	-	-	-	-	-	-	-	-	-
46519 · Donations - Lighthouse	-	20	20	-	-	-	-	-	-	40
Total Donations	-	20	20	-	-	-	-	-	-	40
Dredging Revenue										
41308.4 · Dredging Revenue - Other	-	-	-	-	-	-	-	-	-	-
41318 · Dredging Surcharge - T	-	200,000	15,000	-	-	-	-	-	-	215,000
Total Dredging Revenue	-	200,000	15,000	-	-	-	-	-	-	215,000
Fees										
40108 · PERMITS-T	1,500	2,600	-	-	-	-	-	-	-	4,100
40509 · Travel Lift Fees - T	-	-	-	-	-	-	-	-	-	-
40609 · Haul Out Fees - T	-	-	-	-	-	-	-	-	-	-
40618 · Boat Launch Fees - T	-	-	-	-	-	-	-	-	-	-
40808 · Pilotage Services - T	-	-	-	-	-	-	-	-	-	-
41308.1 · Poundage - T	-	-	-	-	-	4,800	-	-	-	4,800
41818 · Late Charges/Interest - T	-	8,900	-	-	-	-	-	800	-	9,700
41819 · Late Charges/Interest - NT	-	500	500	-	525	-	-	-	-	1,525
45608 · Chevron - Ports O&M - T	-	-	-	-	-	-	-	32,350	-	32,350
Total Fees	1,500	12,000	500	-	525	4,800	-	33,150	-	52,475
Float Replacement Account										
41418 · Float Replacement	-	65,000	-	-	-	-	-	-	-	65,000
Total Float Replacement Account	-	65,000	-	-	-	-	-	-	-	65,000
Grant Revenue										
Conservation Grants										
45208.3 · Conservation Grants, Gov't - T	-	-	-	198,160	-	-	-	-	885,623	1,083,783
Total Conservation Grants	-	-	-	198,160	-	-	-	-	885,623	1,083,783
Harbor Grants										
45208 · Harbor Grants, Other - T	-	-	-	-	-	-	-	-	1,799,740	1,799,740
45208.1 · Harbor Grants, Gov't - T	-	-	-	-	-	-	-	-	21,274	21,274
Total Harbor Grants	-	-	-	-	-	-	-	-	1,821,014	1,821,014
Total Grant Revenue	-	-	-	198,160	-	-	-	-	2,706,637	2,904,797
Harbor Surcharge										
40908 · Harbor Improvement Surcharge-T	-	-	-	-	-	-	-	215,000	-	215,000
Total Harbor Surcharge	-	-	-	-	-	-	-	215,000	-	215,000
Interest Revenue										
43108 · Interest Income - T	-	-	-	-	-	-	-	5,000	-	5,000
43109 · Interest Income - NT	7,000	-	-	-	160,800	-	-	-	-	167,800
43309 · Interest On Del Accts - NT	-	-	-	-	-	-	-	-	-	-
43318 · Interest On Del Accts - T	-	-	-	-	-	-	-	-	-	-
Total Interest Revenue	7,000	-	-	-	160,800	-	-	5,000	-	172,800
Other Revenue										
45908 · Other Revenue - T	-	-	-	-	-	-	-	-	-	-

Final Budget FY 2022/2023

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
45909 · Other Revenue - NT	1,100	-	-	-	1,000	-	-	7,500	-	9,600
Total Other Revenue	1,100	-	-	-	1,000	-	-	7,500	-	9,600
Rent Income										
40218 · Slip Rents - T	-	510,000	-	-	-	-	-	-	-	510,000
40318.1 · Transient Rentals - T	-	35,000	-	-	-	-	-	-	-	35,000
40518 · Equipment Rent - T	-	-	-	-	-	-	-	-	-	-
40519 · Equipment Rent - NT	-	6,700	-	-	200	-	-	-	-	6,900
40809 · Yard Rent - NT	-	-	-	-	-	11,200	-	-	-	11,200
41108 · Rents, Tidelands Leases - T	-	-	-	-	-	-	-	431,600	-	431,600
41309 · Storage - NT	-	36,000	-	-	-	19,500	-	-	-	55,500
41409 · Upland Rent - NT	-	174,000	34,000	-	-	-	-	-	-	208,000
41409.2 · Redwood Terminal 2 - NMTC	-	-	-	-	60,000	-	-	-	-	60,000
41409 · Upland Rent - NT - Other	-	-	-	-	796,000	-	-	-	-	796,000
Total 41409 · Upland Rent - NT	-	-	-	-	-	-	-	-	-	-
Total Rent Income	-	761,700	34,000	-	856,200	30,700	-	431,600	-	2,114,200
Sales										
40109 · Sales, Retail - NT	-	-	-	-	-	-	-	-	-	-
40119 · Concession Sales - NT	-	5,800	-	-	-	-	-	-	-	5,800
Total Sales	-	5,800	-	-	-	-	-	-	-	5,800
Tax Revenue										
43509 · Property Tax Revenues	1,200,000	-	-	-	-	-	-	-	-	1,200,000
45009 · Other Federal Tax Revenue	-	-	-	-	-	-	-	-	-	-
Total Tax Revenue	1,200,000	-	-	-	-	-	-	-	-	1,200,000
Utility Surcharge										
40409 · Utility Surcharge - NT	-	5,700	18,500	-	33,000	7,100	-	2,000	-	66,300
40418 · Utility Surcharge, Marina Dock	-	46,000	-	-	-	-	-	-	-	46,000
Total Utility Surcharge	-	51,700	18,500	-	33,000	7,100	-	2,000	-	112,300
47019 · Returned Check Charges	-	-	-	-	-	-	-	-	-	-
52708.1 · Discount	-	-	-	-	-	-	-	-	-	-
Total Income	1,209,600	1,096,220	68,020	198,160	1,051,525	42,600	-	694,250	2,706,637	7,067,012
Gross Profit	1,209,600	1,096,220	68,020	198,160	1,051,525	42,600	-	694,250	2,706,637	7,067,012
Expense										
Accounting/Auditing Services										
52500 · Accounting Fees - T	28,000	-	-	-	-	-	-	-	-	28,000
52508 · Accounting Fees - NT	12,000	-	-	-	-	-	-	-	-	12,000
Total Accounting/Auditing Services	40,000	-	-	-	-	-	-	-	-	40,000
Advertising & Promotion										
51000 · Advertising & Promotion - NT	1,900	500	-	-	-	-	-	-	-	2,400
51008 · Advertising & Promotion - T	250	500	-	-	-	-	-	-	-	750
Total Advertising & Promotion	2,150	1,000	-	-	-	-	-	-	-	3,150
Bad Debts										
51308 · Bad Debts - T	-	-	-	-	-	-	-	-	-	-
51309 · Bad Debts - NT	-	1,500	-	-	-	-	-	-	-	1,500
Total Bad Debts	-	1,500	-	-	-	-	-	-	-	1,500
Capital Outlay										

Final Budget FY 2022/2023

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
53609 · Expenses Pending Transfer-Bldg	-	85,000	45,000	-	-	-	-	-	-	130,000
53618 · Expenses Pending Transfer-Auto	-	-	-	-	-	-	-	-	-	-
53619 · Expenses Pending Transfer - Eq	-	-	-	70,000	-	-	-	-	-	70,000
Total Capital Outlay	-	85,000	45,000	70,000	-	-	-	-	-	200,000
Communications										
51400 · Communications - NT	15,000	1,330	-	-	10,600	-	-	-	-	26,930
51408 · Communications - T	6,000	1,330	-	-	-	-	-	-	-	7,330
Total Communications	21,000	2,660	-	-	10,600	-	-	-	-	34,260
Conference & Meetings										
51500 · Conferences & Meetings - NT	6,700	2,500	2,500	-	5,000	-	-	-	-	16,700
51508 · Conferences & Meetings - T	3,000	5,000	-	-	-	-	-	150	-	8,150
Conference & Meetings - Other	-	-	-	-	-	-	-	-	-	-
Total Conference & Meetings	9,700	7,500	2,500	-	5,000	-	-	150	-	24,850
Depreciation										
53509 · Depreciation - NT	-	-	-	-	-	-	-	-	-	-
Total Depreciation	-	-	-	-	-	-	-	-	-	-
Dredging Expense										
55608 · Dredging Expense - T	-	-	-	-	-	-	-	-	-	-
56708 · Dredging - GT	-	-	-	-	-	-	-	-	-	-
56718 · Dredging - MT	-	-	-	-	-	-	-	-	-	-
Dredging Expense - Other	-	-	-	-	-	-	-	-	-	-
Total Dredging Expense	-	-	-	-	-	-	-	-	-	-
Dues, Subscriptions & Licences										
51600 · Dues & Subscriptions - NT	50,000	-	-	-	-	-	-	-	-	50,000
51608 · Dues & Subscriptions - T	700	-	-	-	-	-	-	-	-	700
Total Dues, Subscriptions & Licences	50,700	-	-	-	-	-	-	-	-	50,700
Elections & Government Fees										
51700 · Elections & Prop Tax Assess-NT	12,000	-	-	-	43,000	-	-	-	-	55,000
51708 · Elections & Prop Tax Assess - T	4,000	-	-	-	-	-	-	-	-	4,000
Total Elections & Government Fees	16,000	-	-	-	43,000	-	-	-	-	59,000
Engineering Services										
52400 · Engineering Fees - NT	-	-	38,400	-	15,000	-	-	-	-	53,400
52408 · Engineering Fees - T	-	-	-	-	-	-	-	-	-	-
Total Engineering Services	-	-	38,400	-	15,000	-	-	-	-	53,400
Fuel										
50400 · IMPUTED AUTO VALUE G/A	500	600	100	-	200	135	-	-	-	1,535
51200 · Automotive, Fuel- NT	6,000	500	-	100	-	-	-	-	-	6,600
51208 · Vessel Fuel	-	-	-	-	-	-	-	6,000	-	6,000
51218 · Automotive, Fuel - T	6,000	-	-	-	-	-	-	-	-	6,000
Total Fuel	12,500	1,100	100	100	200	135	-	6,000	-	20,135
Grant Expenses										
Conservation Grant Expenses	-	-	-	-	-	-	-	-	1,682,740	1,682,740
54408.3 · Conservation Grant Exp	-	-	-	198,160	-	-	-	-	867,995	1,066,155
Total Conservation Grant Expenses	-	-	-	198,160	-	-	-	-	2,550,735	2,748,895
Harbor Grant Expenses										

Final Budget FY 2022/2023

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
54408.1 · Harbor Grant Exp	-	-	-	-	-	-	-	-	6,087	6,087
Total Harbor Grant Expenses	-	-	-	-	-	-	-	-	6,087	6,087
Recreation Grant Expenses										
54408.2 · Recreation Grant Exp	-	-	-	-	-	-	-	-	-	-
Total Recreation Grant Expenses	-	-	-	-	-	-	-	-	-	-
Total Grant Expenses	-	-	-	198,160	-	-	-	-	2,556,822	2,754,982
Insurance										
51800 · Insurance - NT	9,500	40,400	11,000	6,700	18,500	-	-	-	-	86,100
51808 · Insurance - T	15	-	-	-	-	-	-	14,500	-	14,515
Total Insurance	9,515	40,400	11,000	6,700	18,500	-	-	14,500	-	100,615
Interest Expense										
55108 · Interest Expense - T	-	-	-	-	-	-	-	52,000	-	52,000
55109 · Interest Expense - NT	2,400	31,000	-	-	59,000	-	-	-	-	92,400
Total Interest Expense	2,400	31,000	-	-	59,000	-	-	52,000	-	144,400
Legal Services										
52300 · Legal Fees - NT	17,000	-	-	-	1,500	-	-	-	-	18,500
52308 · Legal Fees - T	7,500	-	-	-	-	-	20,000	-	-	27,500
Total Legal Services	24,500	-	-	-	1,500	-	20,000	-	-	46,000
Maintenance - Equipment										
51209 · Automotive, Repairs - NT	215	200	-	-	7,500	-	-	-	-	7,915
52710 · Repairs & Maint, Equip - NT	100	3,700	-	-	-	-	-	-	-	3,800
52718 · Repairs & Maint, Equip - T	-	4,200	5,000	-	-	-	-	30,000	-	39,200
Total Maintenance - Equipment	315	8,100	5,000	-	7,500	-	-	30,000	-	50,915
Maintenance - Facilities										
52708 · Repairs & Maint, Facilities - T	-	40,000	11,000	-	70,000	10,000	-	-	-	131,000
52709 · REPAIRS & MAINTENANCE G/NT	-	-	-	-	10,000	-	-	-	-	10,000
52719 · Repairs & Maint, Facilities - N	100	-	5,000	5,000	25,000	10,000	-	-	-	45,100
Total Maintenance - Facilities	100	40,000	16,000	5,000	105,000	20,000	-	-	-	186,100
Maintenance - IT										
57008 · Maintenance, IT Equip - T	100	600	-	-	-	-	-	-	-	700
57009 · Maintenance, IT Equip - NT	2,900	6,400	-	-	1,500	-	-	-	-	10,800
Maintenance - IT - Other	-	-	-	-	-	-	-	-	-	-
Total Maintenance - IT	3,000	7,000	-	-	1,500	-	-	-	-	11,500
Maintenance Supplies										
52008 · Maintenance Supplies - T	-	350	-	-	-	-	-	-	-	350
52010 · Maintenance Supplies - NT	500	17,500	700	-	5,500	-	-	-	-	24,200
Total Maintenance Supplies	500	17,850	700	-	5,500	-	-	-	-	24,550
Office Supplies										
51900 · Office Supplies - NT	17,500	200	-	-	-	-	-	-	-	17,700
51908 · Office Supplies - T	7,750	650	-	-	-	-	-	-	-	8,400
51918 · OFFICE EXPENSE M/T	-	-	-	-	-	-	-	265	-	265
52100 · Outside Services - NT	-	-	-	-	-	-	-	-	-	-
Office Supplies - Other	150	-	-	-	-	-	-	-	-	150
Total Office Supplies	25,400	850	-	-	-	-	-	265	-	26,515

Final Budget FY 2022/2023

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Other Expenses										
55418 · Other Expenses - T	-	-	-	-	-	-	-	-	-	-
55419 · Other Expenses - NT	12,300	-	-	-	-	-	-	-	-	12,300
Total Other Expenses	12,300	-	-	-	-	-	-	-	-	12,300
Other Professional/Outside Serv										
52109 · Outside Services, Other - NT	-	-	-	9,000	-	-	-	-	-	9,000
52110 · OUTSIDE SERVICES M/A	-	2,500	-	23,300	-	-	-	-	-	25,800
52118 · Outside Services, Other - T	-	-	-	-	20,000	-	-	14,600	-	34,600
Total Other Professional/Outside Serv	-	2,500	-	32,300	20,000	-	-	14,600	-	69,400
Permits										
51610 · Permits - NT	3,200	-	1,200	800	-	3,000	-	-	-	8,200
51618 · Permits - T	-	-	-	-	-	-	-	-	-	-
Total Permits	3,200	-	1,200	800	-	3,000	-	-	-	8,200
Personnel Expenses										
Commissioners Fees										
50200 · Commissioner's Salaries - NT	17,520	-	-	-	-	-	-	-	-	17,520
50208 · Commissioner's Salaries - T	7,680	-	-	-	-	-	-	-	-	7,680
Total Commissioners Fees	25,200	-	-	-	-	-	-	-	-	25,200
Payroll Burden										
50500 · Payroll Benefits, Other - NT	92,719	234,534	22,747	-	97,079	30,737	33,555	2,157	46,669	560,197
50508 · Payroll Benefits, Other - T	-	-	-	-	-	-	-	-	-	-
6560 · Workers' Comp	-	-	-	-	-	-	-	-	-	-
Total Payroll Burden	92,719	234,534	22,747	-	97,079	30,737	33,555	2,157	46,669	560,197
Salaries/Wages										
50100 · Salaries & Wages - NT	204,896	397,415	38,276	-	132,454	36,445	123,051	4,312	102,019	1,038,868
50108 · Salaries & Wages - T	-	-	-	-	-	-	-	-	-	-
50119 · Sal. & Wages, Part-time - NT	-	-	-	-	-	-	-	-	-	-
Salaries/Wages - Other	-	-	-	-	-	-	-	-	-	-
Total Salaries/Wages	204,896	397,415	38,276	-	132,454	36,445	123,051	4,312	102,019	1,038,868
Total Personnel Expenses	322,815	631,949	61,023	-	229,533	67,182	156,606	6,469	148,688	1,624,265
Planning Services										
52200 · Planning Fees - NT	8,000	-	2,800	-	17,500	700	-	-	-	29,000
52208 · Planning Fees - T	-	-	-	-	-	-	-	-	-	-
Total Planning Services	8,000	-	2,800	-	17,500	700	-	-	-	29,000
Rent Expense										
52600 · Rent Expense - NT	-	-	3,500	800	-	-	-	-	-	4,300
54308 · Redwood Terminal 2 Lease Expens	-	-	-	-	-	-	-	339,246	-	339,246
54409 · Lease Expense - RT2	-	-	-	-	-	-	-	-	-	-
Total Rent Expense	-	-	3,500	800	-	-	-	339,246	-	343,546
Small Tools										
52800 · Small Tools - NT	-	1,750	1,750	1,750	2,500	-	-	-	-	7,750
52808 · Small Tools - T	-	250	250	250	1,000	-	-	-	-	1,750
Small Tools - Other	-	-	-	-	-	-	-	-	-	-
Total Small Tools	-	2,000	2,000	2,000	3,500	-	-	-	-	9,500

Final Budget FY 2022/2023	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Utilities										
52909 · Utilities - NT	13,000	5,800	3,250	-	200,000	-	-	-	-	222,050
52918 · Utilities - T	-	60,000	-	-	-	-	-	-	-	60,000
53000 · Water, Sewer, & Refuse - NT	-	84,000	4,600	8,400	25,000	-	-	-	-	122,000
53008 · Water, Sewer, & Refuse - T	-	55,000	-	-	-	-	-	-	-	55,000
Total Utilities	13,000	204,800	7,850	8,400	225,000	-	-	-	-	459,050
57018 · Bank Service Charges	-	-	-	-	-	-	-	-	-	-
66900 · Reconciliation Discrepancies	-	-	-	-	-	-	-	-	-	-
Total Expense	577,095	1,085,209	197,073	324,260	767,833	91,017	176,606	463,230	2,705,510	6,387,833
Net Ordinary Income	632,505	11,011	(129,053)	(126,100)	283,692	(48,417)	(176,606)	231,020	1,127	679,179
Net Income	632,505	11,011	(129,053)	(126,100)	283,692	(48,417)	(176,606)	231,020	1,127	679,179
Debt Service										
Bond		83,500						141,000		224,500
BVVA Loan					101,800					101,800
CalPERS Unfunded Liability	102,839									102,839
										-
Total Debt Service	102,839	83,500	-	-	101,800	-	-	141,000	-	429,139
Reserve Deposit										
Dredge Surcharge		200,000	15,000							215,000
Float Replacement		35,000								35,000
Ocean Outfall										-
General Reserve										-
Total Reserve	-	235,000	15,000	-	-	-	-	-	-	250,000
Net Income After Debt Service and Reserve Deposit	529,666	(307,489)	(144,053)	(126,100)	181,892	(48,417)	(176,606)	90,020	1,127	40



Exhibit B

Fiscal Year 2022- 23

Goals

Woodley Island Marina

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

Woodley Marina

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

FIELDS LANDING - GOALS

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

Shelter Cove GOALS

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

RMT II GOALS

- Continue target marketing efforts on aquaculture and other water related uses while allowing non water related uses on an interim basis
- Nordic Aquafarms:
 - Assist tenant to obtain necessary permits to develop an upland fish farm
 - Remove all debris piles in within the lease area
 - Develop building plans for future tenant relocation

RMT II GOALS

- Permit and develop a master saltwater intake for 1MM gallons per day using the existing sea chest(s)
- Conduct annual routine maintenance and structural integrity assessment of Outfall line
- Continue dock upgrades by replacing failing planks and rails
- Remove remaining contents of Liquors Silos
- Repair perimeter fence and replace entry gates
- Upgrade warehouse lighting

RMT I GOALS

- Maintain storage and warehouse for Fisheries and Aquaculture
- Maintain roads and clear overgrowth vegetation from surrounding areas
- Permit, secure financing, and tenant(s) for a new heavy lift multi-purpose marine terminal to support the emerging offshore wind industry
- Work with the Timber Heritage Association to close sale transaction

TIDELANDS / VESSELS GOALS

- Annual haul out & maintenance of each District vessel
- Fire One - Upgrade or replace forward mounted monitor
- Fire One – Upgrade tower electronics and navigation accessories
- Fire One – Repair auto-pilot feature
- Port Authority – Repaint all anti-slip surfaces on deck and roof
- Port Authority – upgrade on board wash down system

Exhibit C

BUDGET PROCESS AND POLICIES

With the adoption of the annual budget, the Board recognizes that the appropriations for the many operating activities and capital budgets are based upon estimates of the District's needs for the fiscal year. In order to establish reasonable flexibility in the administration of the budget, the following policies have been adopted. These policies are intended to provide the authority necessary for the Executive Director to administer the budget during the course of the fiscal year in light of varying conditions which may occur.

Budget Process

The budget process begins with meetings of key management Staff to informally discuss underlying fiscal policies, goals and objectives of the Board, Contracts and Sub-Contracts, and material changes in anticipated revenue/income and expenditures/expenses. The meetings include a brief message from the Executive Director along with general instructions for completing the budget template documents which, when completed, include proposed expenditures, capital outlay, departmental descriptions, activity accomplishments and future objectives, and other budget data.

Departmental requests are consolidated, and the Executive Director discusses or will discuss each departmental request with the applicable department head. Adjustments are made as appropriate and required to meet the Board's goals and objectives. The next step in the budget process involves preparation of a preliminary budget document and the scheduling of a series of Study Sessions with the Board which typically begin in late March/early April and conclude with the adoption of the preliminary budget and final budget. As required by the CA Harbors and Navigation Code Section 6093, the preliminary budget must be adopted on or before June 15, and per Section 6093.3, the final budget shall be adopted and reported to the Board of Supervisors no later than August 1st.

The District uses the modified accrual basis for budgeting in governmental funds. Proprietary funds are budgeted using accrual concepts. All operating and capital expenses and income are identified in the budgeting process because of the need for appropriation authority. All annual appropriations lapse at year-end.

Budget Policies

The Board recognizes a need to create budget and fiscal policies that assure delivery of products and services as efficiently and effectively as possible.

Operating Budget – General

The operating budget will be based on the principle that current operating expenditures shall be funded with current revenues. Unappropriated fund balances/working capital in enterprise and reserve funds may be used by the Board to meet one-time special project/program expenses. The operating expenses of the Board will be supported by recurring revenues and will not be funded through long-term debt. The enterprise expenses will be funded through current revenues excluding interest income. Expenditures shall include funding adequate maintenance and replacement of capital and operating assets.

Budgetary control is maintained through monthly reports of all revenue and expenditure accounts. The Executive Director, Director of Administrative Services, District Treasurer and each department head review the monthly reports. The reports are placed on a noticed Board agenda for public and Board review within 60 days.

General Revenue Management

The following summarizes the Board's general revenue management policies:

1. The Board will strive to maintain a diversified and stable revenue system to shelter the government from short-term fluctuations in any revenue source and to ensure its ability to provide ongoing services.
2. The Board will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.
3. In order to achieve important public policy goals, the Board has established various special revenue, capital project, debt service and enterprise funds to account for revenues whose use should be restricted to certain activities. Accordingly, each fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures and fund equity.
4. Any transfers between funds for operating purposes are clearly set forth in the Financial Plan and can only be made by the District Treasurer and the Director of Administrative Services in accordance with the adopted budget.
5. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with the changes in the cost of living as well as changes in methods or level of service delivery.
6. User fees will be developed and annually reviewed to insure they adequately recover the cost of services. In Enterprise Funds, user fees will provide full coverage of direct and indirect costs including depreciation and interest expense; subject to the limits imposed by the State.

Appropriations

The term "appropriations" means the amount approved for expenditure by the Board with the adoption of the annual budget, along with subsequent budget modifications and adjustments. Appropriations will be based on the best estimates of Department Heads and the Executive Director. Differing operating requirements, price changes, emergency situations and similar factors may require variation from the approved appropriations. Therefore, the Executive Director has authority to adjust the appropriations so long as the changes do not exceed the total approved appropriations of an activity, except in case of emergency. The Executive Director has the authority to meet emergency requirements and subsequently report to the Board and secure Board approval for an appropriate budget modification.

FISCAL POLICIES

Financial Reserve Policy

To maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the District's creditworthiness as well as its financial positions from unforeseeable emergencies, the Board will strive to maintain the following minimum fund and working capital balances:

Minimum Fund and Working Capital Balances

1. The Board will maintain fund balances or working capital balances of at least twenty percent (20%) of operating expenditures in the General Fund and all Enterprise Funds and Internal Service Funds. This is considered the minimum level necessary to maintain the District's credit worthiness and to adequately provide for -
 - a. Economic uncertainties and other financial hardships or downturns in the local ornational

- economy.
 - b. Local disasters or catastrophic events
 - c. Contingencies for unseen operating or capital needs.
 - d. Cash flow requirements.
2. In order to assure that the Board has some discretion in their financial decision making options, these reserve may be reduced with a majority Board vote in order to fund unforeseeable financial conditions such as one-time expenditures, or as transition funding in a recessionary economy, or other budget shortfall stop gap measure of a temporary nature.

Service Level Policy

Service levels will be provided with the constraints of available resources. Services will be provided only at the most efficient and effective level to meet the needs of our constituents, customers, and businesses as determined by the Board. Board financial planning will provide for adequate maintenance and replacement of capital items.

Investment Policy

The Board invests its temporary pooled idle cash in accordance with California Government Code Section 53601 and has an investment policy which is adopted annually. Investment and cash management will be the responsibility of the Executive Director in consultation with the District Treasurer and the Director of Administrative Services. The Board's primary investment objective is to achieve a reasonable rate of return while minimizing the potential for capital losses arising from market changes or issuer default. Accordingly, the following factors will be considered in priority order in determining individual investment placements:

1. *Safety* – The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The Board only purchases investments that are considered safe.
2. *Liquidity* – This refers to the ability to “cash in” at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality which ensures cash will be available when an unexpected need arises.
3. *Yield* – This refers to the potential dollar earnings an investment can provide and is described as the rate of return.

The Board will strive to keep all idle cash balances fully invested through daily projections of cashflow requirements. In order to maximize yields from its overall portfolio, the Board will consolidate cash balances from all funds for investment purposes and will allocate investment earnings to each fund in accordance with generally accepted accounting principles.

Debt Policy

The Board will consider the use of debt financing for one-time capital improvement projects only when the project's useful life will exceed the term of the financing and when project revenues or specific resources will be insufficient to service the debt. Debt financing will not be considered appropriate for any recurring purpose. An internal feasibility study will be prepared for each long-term financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service.

Projected Cash Balances

FYE 6/30/2023

	ANNUAL												
	TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Donations	40	3	3	3	3	3	3	3	3	3	3	3	3
Dredging revenue	215,000	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917
Fees	52,475	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373
Float replacement	65,000	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417
Conservation grants	1,083,783	90,315	90,315	90,315	90,315	90,315	90,315	90,315	90,315	90,315	90,315	90,315	90,315
Harbor grants	21,274	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773
Caltrans Spartina contract revenue	1,799,740	149,978	149,978	149,978	149,978	149,978	149,978	149,978	149,978	149,978	149,978	149,978	149,978
Harbor surcharge	215,000	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917
Interest income	172,800	1,004	1,004	41,191	1,004	1,004	41,191	1,004	1,004	41,191	1,004	1,004	41,190
Other revenue	9,600	800	800	800	800	800	800	800	800	800	800	800	800
Rent Income	2,114,200	176,183	176,183	176,183	176,183	176,183	176,183	176,183	176,183	176,183	176,183	176,183	176,183
Sales	5,800	483	483	483	483	483	483	483	483	483	483	483	483
Taxes	1,200,000			36,000			570,000				564,000		30,000
Utility surcharge	112,300	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358
Total Income	7,067,012	475,522	475,522	551,709	475,522	475,522	1,085,709	475,522	475,522	515,709	1,039,522	475,522	545,708
EXPENSE													
Accounting/auditing	40,000	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333
Advertising and promotion	3,150	263	263	263	263	263	263	263	263	263	263	263	263
Bad debts	1,500	125	125	125	125	125	125	125	125	125	125	125	125
Capital outlay	200,000	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667
Communications	34,260	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855
Conference & meetings	24,850	2,071	2,071	2,071	2,071	2,071	2,071	2,071	2,071	2,071	2,071	2,071	2,071
Dues, subscriptions & licenses	50,700	4,225	4,225	4,225	4,225	4,225	4,225	4,225	4,225	4,225	4,225	4,225	4,225
Elections & government fees	59,000	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917
Engineering services	53,400	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450
Fuel	20,135	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678
Grant expenses, less Spartina contract	1,072,242	89,354	89,354	89,354	89,354	89,354	89,354	89,354	89,354	89,354	89,354	89,354	89,354
Caltrans Spartina contract expense	1,682,740	140,228	140,228	140,228	140,228	140,228	140,228	140,228	140,228	140,228	140,228	140,228	140,228
Insurance	100,615	100,615											
Interest expense	144,400						72,200						72,200
Legal services	46,000	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833
Maintenance - equipment	50,915	4,243	4,243	4,243	4,243	4,243	4,243	4,243	4,243	4,243	4,243	4,243	4,243
Maintenance - facilities	186,100	15,508	15,508	15,508	15,508	15,508	15,508	15,508	15,508	15,508	15,508	15,508	15,508
Maintenance - IT	11,500	958	958	958	958	958	958	958	958	958	958	958	958
Maintenance supplies	24,550	2,046	2,046	2,046	2,046	2,046	2,046	2,046	2,046	2,046	2,046	2,046	2,046
Office supplies	26,515	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210
Other expenses	12,300	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025
Professional & outside services	69,400	5,783	5,783	5,783	5,783	5,783	5,783	5,783	5,783	5,783	5,783	5,783	5,783
Permits	8,200	683	683	683	683	683	683	683	683	683	683	683	683
Commissioners fees	25,200	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100
Salaries/wages	1,038,868	86,572	86,572	86,572	86,572	86,572	86,572	86,572	86,572	86,572	86,572	86,572	86,572
Payroll burden	560,197	46,683	46,683	46,683	46,683	46,683	46,683	46,683	46,683	46,683	46,683	46,683	46,683
Planning services	29,000	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417	2,417
Rent expense	343,546	10,016	63,749	10,016	10,016	63,749	10,016	10,016	125,906	10,016	10,016	10,016	10,016
Small tools	9,500	792	792	792	792	792	792	792	792	792	792	792	792

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Projected Cash Balances

FYE 6/30/2023

	ANNUAL												
	TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Utilities	459,050	38,254	38,254	38,254	38,254	38,254	38,254	38,254	38,254	38,254	38,254	38,254	38,254
Total Expense	6,387,833	593,904	547,022	493,289	493,289	547,022	565,489	493,289	609,179	493,289	493,289	493,289	565,489
Net Income (Loss)	679,179	(118,381)	(71,499)	58,421	(17,766)	(71,499)	520,221	(17,766)	(133,656)	22,421	546,234	(17,766)	(19,780)
Debt Service Expenditures:													
Debt principal payments - Bond	(224,500)						(112,250)						(112,250)
Debt principal payments - BBVA Lc	(101,800)						(50,900)						(50,900)
CalPERS Unfunded Liability	(102,839)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)
Transfer to Designations for Reserves:													
Dredging	(215,000)	(215,000)											
Float replacement	(35,000)	(35,000)											
Net Income (Loss) After Debt Service and Reserve Deposit	40	(376,951)	(80,069)	49,851	(26,336)	(80,069)	348,501	(26,336)	(142,226)	13,851	537,664	(26,336)	(191,500)
Adjustment of budgeted amounts to cash basis:													
Caltrans Spartina contract:													
Reverse accrued contract income	(1,799,740)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)	(149,978)
Add: Actual cash receipts expected	641,632								80,720	140,228	140,228	140,228	140,228
Insurance	(43,000)	(43,000)											
Increase (Decrease) in Cash	(1,201,068)	(569,930)	(230,048)	(100,128)	(176,315)	(230,048)	198,522	(176,315)	(211,485)	4,100	527,913	(36,087)	(201,251)
Projected Beginning Cash Balance	3,759,875	3,759,875	3,189,945	2,959,898	2,859,770	2,683,455	2,453,408	2,651,930	2,475,615	2,264,131	2,268,231	2,796,144	2,760,058
Projected Ending Cash	2,558,807	3,189,945	2,959,898	2,859,770	2,683,455	2,453,408	2,651,930	2,475,615	2,264,131	2,268,231	2,796,144	2,760,058	2,558,807

ASSUMPTIONS

- Income and expenses are per 2022/23 revised preliminary budget.
- Projected beginning cash balance includes \$1.3 million Caltrans Spartina contract payment received in 21/22, to be expended in 22/23.
- Income and expenses are incurred evenly throughout the year except for:
 - Taxes are received mainly in December and April.
 - Quarterly NMTC interest income of \$40,187 is received in Sept, Dec, March, and June.
 - Insurance expense is paid in July.
 - Lease payments to HBDA (included in rent expense) are paid in August, November, with final payment in February.
 - Debt payments for bond and BBVA loan are paid in December and June.
 - Grant revenues and expenses are incurred evenly throughout the year.
- Spartina expenses are paid from initial Caltrans deposit of \$1,327,841 until cumulative expenses reach \$673,414 (10% of total contract amount). Then monthly invoices for reimbursement are presented to Caltrans.
 - Caltrans monthly reimbursements will be received by the District 60 days after invoice is provided to Caltrans.
- General 6/30/23 accounts receivable and accounts payable balances are not materially different from 6/30/22 balances.



STAFF REPORT
HARBOR DISTRICT MEETING
July 14, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: July 7, 2022

TITLE: Consider Adoption of Resolution No. 2022-09 Authorizing the Disposition of APN 401-031-077-000 to the Timber Heritage Association and Approving a Licensing and Indemnification Agreement

STAFF RECOMMENDATION: Adopt Resolution No. 2022-09.

SUMMARY: The Harbor District owns the real property located at 930 Vance Avenue, Samoa, County of Humboldt, California (APN No. 401-031-077-000) ("Property"), consisting of approximately 9 acres. Since at least December 2006, the District has leased the Property to the Timber Heritage Association ("THA"), a California non-profit corporation formed in 1977 with tax exempt 501(c)(3) status, to operate and make available to the public a museum and related uses to preserve Humboldt County's timber heritage.

DISCUSSION: In March of 2015, in recognition of the public benefit offered by THA and THA's stewardship of the Property, the District granted to THA an option to purchase the Property on the terms and conditions set forth in that written Option Agreement for Purchase of Property. All the terms and conditions of the agreement have been met and we are now ready to close escrow.

The eastern boundary of the THA property was established through a settlement agreement between the State Lands Commission and a former property owner. The property boundary represents the boundary of the tide and submerged lands as the mean high-water line prior to the area being filled. In order to avoid the relocation of portions of the railroad tracks and rail cars which rest on top of the railroad tracks and to indemnify and transfer the property "AS IS" "WHERE IS" basis, a License and Indemnification Agreement has been prepared which requires execution by both parties.

It is important to document that the as per Section 5 of the Agreement the District expressly notified the THA that we intend to develop a new heavy lift marine terminal at RMT I, directly adjacent to the THA property, and that the District intends to utilize the 50-foot-wide access easement through the THA property for commercial trucks and heavy construction equipment.

5. Easements. Seller has requested, and Purchaser has agreed, to reserve three easements: (1) an underground utility easement between the structures commonly known as the Boiler Shop and the Machine Shop, and (2) an underground utility easement for the purposes of a water line on the south side of the Machine Shop, and (3) a 50-foot wide access and public utility, each in the manner and in the location set forth in **Exhibit B** hereto. Reference is made hereto to that certain Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Master Plan, a copy of which has been provided to Purchaser ("Master Plan"). Purchaser understands, acknowledges, and agrees that the 50-foot wide access and public utility easement will be utilized by Seller, its agents, employees, tenants, invitees, and agents, employees, tenants, invitees of Seller's tenants and after the Close of Escrow for ingress and egress to the proposed terminal by Seller and users of the Terminal, including without limitation use of the access easement for commercial trucks and heavy construction equipment, among other potential uses in Seller's sole and absolute discretion.

ATTACHMENTS:

- A. **Resolution 2022-09 (Note the License and Indemnity Agreement will be attached through a supplemental attachment prior to the July 14th Board Meeting)**
- B. **Agreement of Purchase and Sale**

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

RESOLUTION NO. 2022-09

A RESOLUTION AUTHORIZING THE DISPOSITION BY SALE OF THE REAL PROPERTY LOCATED AT 930 VANCE AVENUE, SAMOA, CA IN A MANNER CONSISTENT WITH THE TERMS OF THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ACT AS THE AUTHORIZED AGENT OF THE DISTRICT AND TO CLOSE ESCROW

WHEREAS, the Humboldt Bay Harbor, Recreation, and Conservation District (“District”) owns the certain real property located at 930 Vance Avenue, Samoa, County of Humboldt, California (APN No. 401-031-077-000) (“Property”), consisting of approximately 9 acres; and

WHEREAS, since at least December 2006, the District has leased the Property to the Timber Heritage Association (“THA”), a California non-profit corporation formed in 1977 with tax exempt 501(c)(3) status, to operate and make available to the public a museum and related uses to preserve Humboldt County’s timber heritage; and

WHEREAS, in March of 2015, in recognition of the public benefit offered by THA and THA’s stewardship of the Property, the District granted to THA an option to purchase the Property on the terms and conditions set forth in that written Option Agreement for Purchase of Property dated March 12, 2015 (“Option Agreement”); and

WHEREAS, among other consideration set forth in the Option Agreement, THA agreed, at its sole cost and expense, to perform the following:

1. Complete a lot line adjustment to allow the Property to be recognized as a separate and distinct legal parcel from the adjacent real property held by the District;
2. Complete an Environmental Phase 2 Evaluation and prepare a remediation plan for any hazardous materials or environmental contamination of the Property;
3. Secure for all regulatory approvals and permit compliance to preserve the unique historic significance of the Property and its structures;
4. Remediate all environmental hazards and contamination of the Property and, if not so remediated prior to exercising the option, provide financial assurances acceptable to the District to complete the remediation post-conveyance; and

WHEREAS, THA has invested substantial time, money, effort and labor into remediating the Property, a Brownfields site, including the removal of lead paint from the Property’s structures, and is committed to completing all remediation work at an approximate total cost of \$1,035,068;

WHEREAS, THA has entered into those certain valid and existing Subgrant and Loan Agreements with the County of Humboldt for the receipt and expenditure of Brownfields Cleanup Revolving Loan Funds (BCRLF) from the United States Environmental Protection Agency (EPA) to perform environmental abatement work on the Property following the conveyance of the Property.

WHEREAS, pursuant to that written Agreement of Purchase and Sale dated May 20, 2022 (“Purchase Agreement”), the District and THA entered into a definitive purchase agreement to complete the conveyance of the Property to THA in recognition of THA’s efforts to substantially comply with the conditions in the Option Agreement, despite the period of the option having expired, and with additional terms and conditions benefiting the District;

WHEREAS, among other material terms, the Purchase Agreement provides for the following:

(1) that, in recognition of the costs invested in the property to date the future binding commitments to complete the remediation by THA, that the District will transfer the property to THA for a purchase price of five dollars (\$5.00);

(2) that THA is purchasing the property “as-is” and has agreed to comprehensively release, defend, and indemnify the District for any liabilities associated with the condition of the Property or THA’s use of the Property;

(3) that THA is pledging an enforceable, recorded commitment to use the Property solely and exclusively for a “public benefit” for a period of fifteen (15) years from closing. For purposes of this covenant, “public benefit” means activity or activities that accomplish a public purpose and/or provide for the community’s social, economic, and cultural well-being, public health, and safety such that the benefits of the activity or activities accrue to the public at large rather than to a person, a small group of persons, or to a private enterprise;

(4) that THA reserve to the District certain easements for access and utilities critical to the District’s development and future use of its Redwood Marine Terminal I property;

WHEREAS, pursuant to section 28 of Appendix 2 of the Harbors and Navigation Code, the District is authorized transfer and convey the Property to THA; and

WHEREAS, the Board of Commissioners of the District desires to approve of the disposition and to further authorize the Executive Director, Larry Oetker, to take such further action as he deems necessary to effectuate the transaction in the manner required by the Purchase Agreement, including, without limitation, executing necessary escrow and closing documents following approval of District Counsel; and

WHEREAS, the Board of Commissioners finds that the transaction contemplated herein is categorically exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant

effect on the environment. Further, the Board of Commissioners finds that the transaction is categorically exempt pursuant to 14 CCR § 15301 and 14 CCR § 15312.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY ADOPT THE RECITALS AND FINDINGS STATED ABOVE AND FURTHER FINDS AND DECLARES AS FOLLOWS:

The Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District hereby approves:

1. The sale of the real property located at 930 Vance Avenue, Samoa, County of Humboldt, California (APN No. 401-031-077-000) to Timber Heritage Association, a California non-profit corporation formed in 1977 with tax exempt 501(c)(3) status, to operate and make available to the public a museum and related uses to preserve Humboldt County's timber heritage.
2. The License and Indemnification Agreement which authorizes certain limited uses along the western boundary of the property.
3. The Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District further authorizes the Executive Director of the Humboldt Bay Harbor, Recreation, and Conservation District to execute all documents and provide all authorizations required to close escrow as approved by the District's Counsel.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Greg Dale, President
Board of Commissioners

Richard Marks, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2022-09** entitled,

A RESOLUTION AUTHORIZING THE DISPOSITION BY SALE OF THE REAL PROPERTY LOCATED AT 930 VANCE AVENUE, SAMOA, CA IN A MANNER CONSISTENT WITH THE TERMS OF THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ACT AS THE AUTHORIZED AGENT OF THE DISTRICT AND TO CLOSE ESCROW

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of July 2022**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of July 2022**.

Richard Marks, Secretary
Board of Commissioners

LICENSE AND INDEMNIFICATION AGREEMENT

This LICENSE AND INDEMNIFICATION AGREEMENT (the “Agreement”) is entered into by and between **Timber Heritage Association** (“THA”) and **Humboldt Bay Harbor, Recreation, & Conservation District** (“the District”) and are herein collectively referred to as the “Parties”.

Whereas, the District is selling to THA real property in Samoa, Humboldt County, CA, bearing Assessor’s Parcel Number (“APN”) 401-031-077-000 (the “THA Property”);

Whereas, the District owns real property located to the immediate east of the THA Property, commonly referred to as APN 401-031-040-000 (the “District Property”);

Whereas, the easterly boundary of the THA Property follows an unusual course along the establish mean tide line, which, at portions along the THA easterly boundary, causes certain existing property of THA to encroach onto the District Property;

Whereas, by way of this Agreement, the District agrees to allow THA to utilize that portion of the District Property so as to avoid requiring that the encroachments be relocated, subject to the terms and conditions of this Agreement;

Whereas, the District desires to maintain the present status quo as neighbor, while protecting itself from potential liability posed by THA’s use of the are subject to this Agreement, which area is described in **Exhibit A** hereto and approximately depicted in **Exhibit B** hereto (the “Licensed Area”); and

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement and the foregoing recitals which are a material part of this Agreement and not mere recitals, the Parties agree as follows:

1. **Non-Exclusive License.** The District hereby grants to THA a non-exclusive license to enter onto the License Area for the “Permitted Use” (defined below) only subject to the terms and conditions stated herein. This Agreement does not confer upon THA a right to harvest natural resources from the Licensed Area. This Agreement is not intended, nor shall it operate to, established an agreed boundary or otherwise alter the size or boundaries of the THA Property or the District Property. THA shall use the License Area exclusively to keep and maintain the railroad tracks and cars that are currently located within the License Area as of the Effective Date (“Permitted Use”). THA shall not store or place within the License Area any additional equipment, personal or business property or install any fixtures or make any improvements thereon or use the License Area for any other purpose without the express written permission of the District.

The District retains full use of the License Area, except to the extent such use interferes with the Permitted Use.

2. **Compliance with Laws.** THA shall, at all times, comply (and shall cause its members, employees, agents, visitors, and licensees, to comply) with all laws, codes, statues, ordinances and regulations applicable to this Agreement and THA's use of the Licensed Area. In conjunction therewith, THA shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Licensed Area if applicable.

3. **Assumption of Risk.** THA acknowledges and agrees that by use of the Licensed Area, THA assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of District. THA further agrees that it is familiar with the condition of the Licensed and the suitability of the Licensed Area for its intended use and accepts the Licensed Area on an "AS-IS" "WHERE-IS" basis. THA forever releases the District, its agents, managers, affiliates and employees from and against any and all of THA's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. The District, its agents, managers, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause, except to the extent such loss of damage is exclusively caused by a negligent act or omission of the District.

4. **Indemnification.** THA agrees to defend (through counsel selected by the District), indemnify and hold harmless the District, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of (i) any negligent or willful act or omission of THA, its officials, agents and employees, invitees, members, affiliates in the performance of this Agreement; (ii) THA's breach of this Agreement; or (iii) the use of the Licensed Area by THA, or any of its officials, agents and employees, invitees, members, affiliates and subcontractors. THA shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the District in any such action, THA shall, at its sole cost and expense, satisfy and discharge such obligation of the District. The District shall have the right, at its own expense, to participate in the defense of any suit, without relieving THA of any of its obligations hereunder. The District retains final approval of any and all settlements or legal strategies which involve the interest of the District. The indemnities set forth herein shall survive the expiration or termination of this Agreement. **Insurance.** The procuring of required policies of insurance shall not be construed to limit THA's liability thereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policies of insurance, THA shall be obligated

for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement or with THA's use or occupancy of any portion of the Licensed Area.

5. **Insurance.** THA shall purchase, maintain and keep in force during the term of this Agreement at THA's sole cost and expense the following insurance:

- A. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State of California Labor Code.
- B. CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

General Liability and Auto Liability policies shall include endorsements naming the District, its Officers, Agents, Volunteers and Employees as additional insured. Endorsements for General Liability and Auto Liability shall state that THA's insurance is "primary" and the District's is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance: one million dollars (\$1,000,000) each occurrence (combined single limit); one million dollars (\$1,000,000) for personal injury liability; two million dollars (\$2,000,000) in the aggregate.

Minimum Insurance Requirements – Auto Liability Insurance: one million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage.

6. **Effective Date.** Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, executed, and delivered for all purposes as of the date both Parties have signed this Agreement (the "Effective Date").

7. **No Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefit of the parties hereto and their permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties for whose benefit this Agreement is made and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

8. **Assignment and Successor and Assigns.** The interest of THA under this Agreement is personal to THA and may not be assigned or transferred to any other individual or entity without the District's prior written consent.

9. Termination. This Agreement shall terminate upon the earlier of:

- a. THA's sale, transfer, or other conveyance of the THA Property, it being understood and agreed that the rights granted herein do not run with the land;
- b. A material breach of this Agreement that remains uncured thirty (30) days following written notice by the District of the basis for the breach;
- c. Either parties' election to terminate this Agreement following 120 days prior written notice.

10. Amendments and Modifications. No amendments, modifications, or supplement to this Agreement shall be binding the Parties unless it is in writing and signed by and delivered to the parties in interest at the time of the modification.

11. Integration / Parol Evidence. This Agreement constitute the entire agreement between the Parties with regard to the subject matter hereof. This Agreement supersedes all previous agreements or understandings between or among the parties with regard to the subject matter hereof. There are no other agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

12. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

13. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

14. Representation on Authority of Parties/Signatories. The execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement that is binding on each of the Parties and is and will be enforceable in accordance with its terms.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below.

Dated: _____, 2022

By: Pete Johnston, President
Timber Heritage Association

Dated: _____, 2022

By: Larry Oetker, Executive Director
Humboldt Bay Harbor, Recreation, &
Conservation District

APPROVED AS TO FORM:

Dated: _____, 2022

David S. Nims
Janssen Malloy LLP
Attorneys for Timber Heritage Association

Dated: _____, 2022

Ryan T. Plotz
The Mitchell Firm, LLP
Attorneys for Humboldt Bay Harbor,
Recreation, & Conservation District

Exhibit List:

Exhibit A – Legal Description of the Licensed Area

Exhibit B – Approximate Depiction of the Licensed Area

Exhibit A – Legal Description of the Licensed Area

EXHIBIT A

BEGINNING at a point on the mean high water line of Humboldt Bay, as said line existed in the year 1870, as said line is described in the Quitclaim and Relinquishment of Interests in Real Property recorded December 29, 1983 in Book 1722 Official Records, Page 440, at the Southerly terminus of the course "South 56 degrees 17 minutes 32 seconds West, 84.055 feet (record South 56 degrees 07 minutes West, 84.00 feet)", said point being Angle Point No. 61 shown on a Record of Survey for Humboldt Bay Harbor, Recreation and Conservation District, filed in Book 74 of Surveys, Page 47, Humboldt County Records;

thence Southwesterly along said line the following courses:

South 72 degrees 19 minutes 00 seconds West, 92.00 feet (record South 72 degrees 21 minutes West, 92.00 feet),

North 88 degrees 21 minutes 00 seconds West, 33.995 feet (record North 88 degrees 19 minutes West, 34.00 feet),

South 79 degrees 18 minutes 00 seconds West, 70.00 feet (record South 79 degrees 20 minutes West, 70.00 feet);

South 54 degrees 06 minutes 00 seconds West, 102.00 feet (record South 54 degrees 08 minutes West, 102.00 feet),

South 31 degrees 53 minutes 00 seconds West, 72.00 feet (record South 31 degrees 55 minutes West, 72.00 feet),

South 40 degrees 11 minutes 00 seconds West, 49.945 feet (record South 40 degrees 06 minutes West, 50.00 feet),

South 69 degrees 45 minutes 37 seconds West, 40.00 feet (record South 69 degrees 46 minutes West, 40.00 feet),

South 62 degrees 24 minutes 41 seconds West, 76.00 feet (record South 62 degrees 25 minutes West, 76.00 feet);

South 27 degrees 09 minutes 41 seconds West, 85.005 feet (record South 27 degrees 10 minutes West, 85.00 feet);

thence leaving said line, North 49 degrees 03 minutes 21 seconds East, 190.24 feet;

thence North 59 degrees 53 minutes 31 seconds East, 396.84 feet, more or less, to the POINT OF BEGINNING.

This description is based on a Record of Survey for Humboldt Bay Harbor, Recreation and Conservation District filed in Book 74 of Surveys, Page 47, Humboldt County Records.

Prepared by:

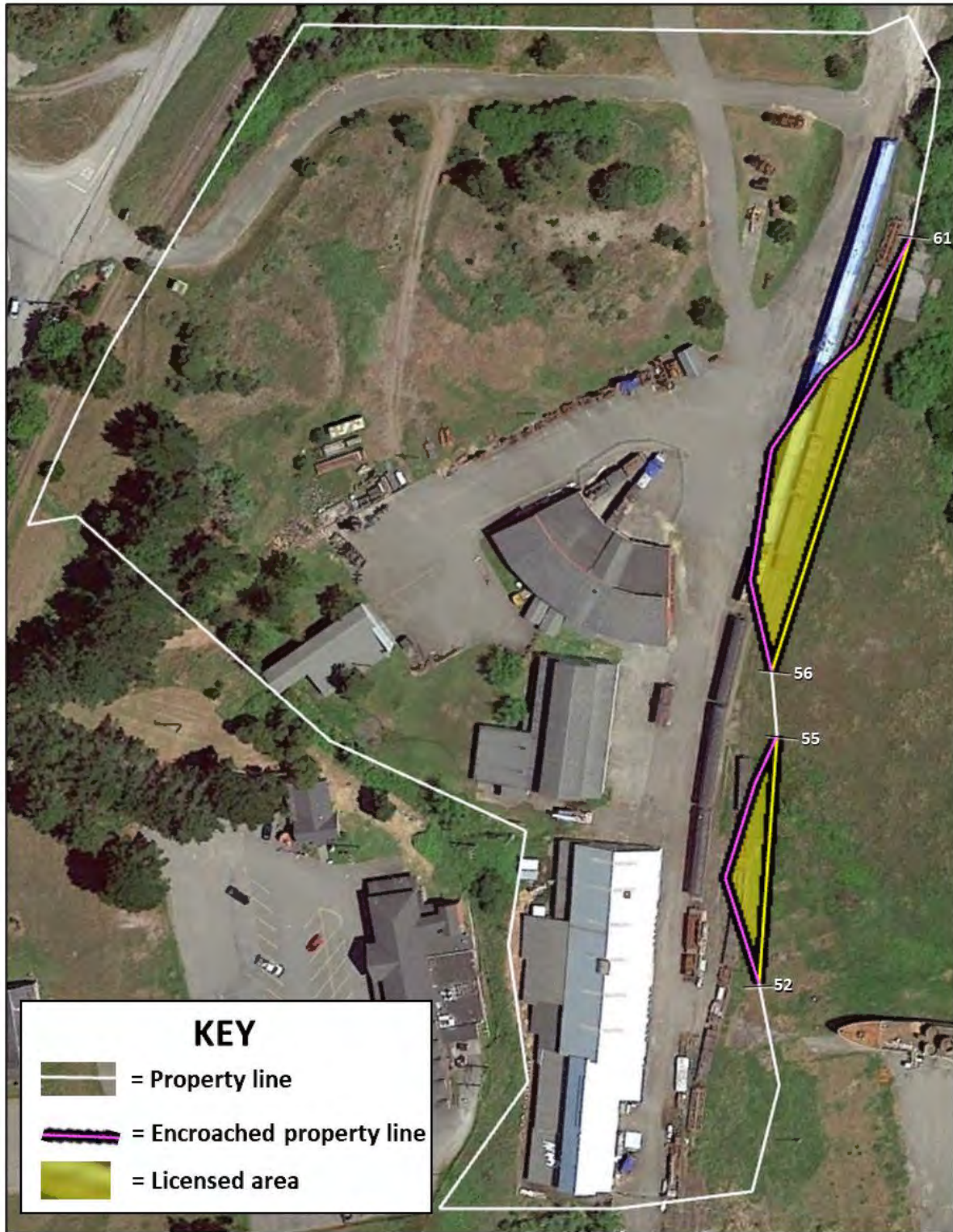
Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: OCT. 27, 2021



Exhibit B – Approximate Depiction of the Licensed Area



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is entered into as of May __, 2022, between Humboldt Bay Harbor, Recreation & Conservation District, a California public entity (“Seller”), and Timber Heritage Association, California domestic nonprofit corporation (“Purchaser”).

Recitals

A. Seller is the owner of that certain real property consisting of approximately 8.94 acres located in Humboldt County, California (APN: 401-031-077-000), more particularly described in **Exhibit A** attached to and incorporated into this Agreement, together with any and all buildings and structures constructed on that real property and any and all rights, privileges, easements, and appurtenances to that real property; all personal property, equipment, supplies, and fixtures owned by Seller and located on that real property; the names under which that real property is operated; and Seller’s interest as lessor in any leases of that real property (collectively, “the Property”).

B. Purchaser desires to purchase the Property and Seller desires to sell the Property on the terms and conditions contained in this Agreement, including the following nonexclusive payments, acts, and contributions by Purchaser constituting adequate consideration (collectively the “Consideration”):

1. Environmental Remediation. Purchaser has invested substantial time, money, effort, and labor into remediating the Property, a Brownfields site. Based on the environmental assessment produced by Weston Engineering for the U.S. Environmental Protection Agency, Consulting Engineers SHN and THA estimated that \$1,035,068 of labor would be required to remediate the Property. Purchaser has further entered into those certain valid and existing Subgrant and Loan Agreements with the County of Humboldt for the receipt and expenditure of Brownfields Cleanup Revolving Loan Funds (BCRLF) from the United States Environmental Protection Agency (EPA) to perform environmental abatement work on the Property following the Close of Escrow. Purchaser intends to expend such funds and the continued clean up of the Property on and after the Close of Escrow. Prior to the Close of Escrow, Purchaser shall provide to Seller, for the benefit of Seller, an Irrevocable Letter of Credit from a financial institute reasonably acceptable to Seller in an form reasonably acceptable to Seller, in the amount of one hundred forty thousand dollars (\$140,000.00), which Seller may draw upon to complete the environmental abatement work in the event Purchaser fails to complete said work on or before April 26, 2023. The Irrevocable Letter of Credit shall not expire before April 26, 2023.

2. Fulfilling Conditions for Exercise. Pursuant to the Option Agreement dated March 12, 2015, Purchaser has substantially – meaning, as completely as has proven to be feasible given such regulatory limitations as the Humboldt County Planning Department’s inability (due to zoning restrictions under the current General Plan) to permit a museum on the Property – performed the Conditions for Exercise set forth in Section 6 of the Option Agreement.
3. Stewardship of the Property. Since approximately December 2006, Purchaser has been the Tenant in possession of the Property. In that capacity, and in addition to what has been described in the preceding paragraphs, Purchaser has been a good steward of the Property and good neighbor to Seller.
4. Completion of the Lot Line Adjustment. Consistent with the Option Agreement, Purchaser retained licensed Professional Land Surveyor Mike O’Hern to survey and prepare a Lot Line Adjustment (“LLA”). The County approved the LLA and issued a Certificate of Compliance. A Notice of Lot Line Adjustment and Certificate of Subdivision Compliance was recorded in the Official Records of Humboldt County on May 28, 2019.
5. Easements. Seller has requested, and Purchaser has agreed, to reserve three easements: (1) an underground utility easement between the structures commonly known as the Boiler Shop and the Machine Shop, and (2) an underground utility easement for the purposes of a water line on the south side of the Machine Shop, and (3) a 50-foot wide access and public utility, each in the manner and in the location set forth in **Exhibit B** hereto. Reference is made hereto to that certain Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Master Plan, a copy of which has been provided to Purchaser (“Master Plan”). Purchaser understands, acknowledges, and agrees that the 50-foot wide access and public utility easement will be utilized by Seller, its agents, employees, tenants, invitees, and agents, employees, tenants, invitees of Seller’s tenants and after the Close of Escrow for ingress and egress to the proposed terminal by Seller and users of the Terminal, including without limitation use of the access easement for commercial trucks and heavy construction equipment, among other potential uses in Seller’s sole and absolute discretion.
6. Nature of Purchaser and Purpose in Acquiring the Property. Purchaser is a 501(c)(3) non-profit, CA non-profit C0815416, Federal Tax ID #94-2388203. The Association has been active since 1977, with the mission of preserving Humboldt County’s timber heritage. In completing this sale pursuant to the Option Agreement, the Harbor District is gaining a conscientious, dedicated nonprofit as a neighbor that will continue to be a good steward of the Property and provide a worthy public service.

7. Use Restrictions. Purchaser agrees to comply with the Restrictions set forth in the COVENANT TO RESTRICT USE OF PROPERTY FOR PUBLIC BENEFIT RESTRICTION attached hereto as **Exhibit C** and incorporated herein, including using and operating the Property for public use and for the public's benefit.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions

“Agreement” is defined in the preamble to this instrument.

“Closing Deadline” is defined in Section 8 of this Agreement.

“Due Diligence Period” is defined in Section 4(b) of this Agreement.

“Endorsements” is defined in Section 9(a)(i) of this Agreement.

“Escrow” is defined in Section 8 of this Agreement.

“Exceptions” is defined in Section 4(a)(i) of this Agreement.

“Preliminary Report” is defined in Section 4(a)(i) of this Agreement.

“Property Documents” is defined in Section 4(a)(ii) of this Agreement.

“Purchaser” is defined in the preamble to this Agreement.

“Seller” is defined in the preamble to this Agreement.

“Seller's Deliveries” is defined in Section 4(a) of this Agreement.

“Title Company” is defined in Section 4(a)(i) of this Agreement.

Section 2. Purchase and Sale

Subject to the terms and conditions in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Property.

Section 3. Purchase Price

In addition to the Consideration defined above in Recital paragraph B, the collective purchase price for the Property shall be five dollars (\$5.00) and shall be payable on or before the Close of Escrow. Purchaser shall deposit the Purchase Price with Escrow Holder by official bank cashier's check or, at Seller's request, by wiring immediately available federal funds to a bank account designated by Seller.

Section 4. Seller's Deliveries

(a) Seller shall deliver as follows (collectively "Seller's Deliveries"):

(i) Title. Within five days of the date of this Agreement, Seller shall provide Purchaser at Seller's expense a preliminary report ("Preliminary Report") for the Property issued by Humboldt Land Title Co. ("Title Company"), together with copies of all exceptions and the documents supporting the exceptions ("Exceptions") shown in such Preliminary Report. Within 10 days after receipt of the Preliminary Report, Purchaser shall review the Preliminary Report and approve or disapprove of the condition of the title reflected in the report (the "Condition of Title"). Purchaser shall evidence approval or disapproval by delivering written notice to Seller and to Title Company of Purchaser's approval or disapproval of the Preliminary Report or any of the Exceptions to it. Purchaser's failure to give Seller and Title Company written notice of Purchaser's approval of the Preliminary Report and all Exceptions within the specified time period shall be deemed approval of such Preliminary Report. If Purchaser notifies Seller and Title Company of Purchaser's disapproval of the Condition of Title, Seller shall have 10 days from the date of the notification to correct the Condition of Title to the satisfaction of Purchaser. After the effective date of the Preliminary Report, Seller shall not alter the Condition of Title without the express written consent of Purchaser.

(ii) Property Documents. Within five (5) days of this Agreement, Seller shall deliver to Purchaser copies of any and all permits, soils reports, licenses, maintenance contracts, utility contracts, operating contracts, management contracts, service contracts, and other contracts pertaining to the Property, together with any amendments or modifications thereto which Seller has in its control or possession (collectively, the "Property Documents"); provided, however, that

Seller shall not be obligated to provide Purchaser any Property Documents previously provided to Purchaser.

(b) Purchaser shall have until 5:00 p.m., Pacific Standard Time, on the 35th day after the execution of this Agreement (the “Due Diligence Period”) to disapprove, in Purchaser’s sole discretion, of the condition of the Property and Seller’s Deliveries. If Purchaser disapproves of the condition of the Property and Seller’s Deliveries, Purchaser shall notify Seller prior to the expiration of the Due Diligence Period. If Purchaser notifies Seller that Purchaser does not approve of the condition of the Property or Seller’s Deliveries, Purchaser may terminate this Agreement by written notice to Seller and Title Company, without liability on the part of Seller or Purchaser; the Deposit, together with any accrued interest, shall be returned to Purchaser; and neither Seller nor Purchaser shall have any further obligations under this Agreement. In the event that Purchaser fails to notify Seller of its disapproval before the end of the Due Diligence Period, Purchaser shall be deemed to have approved the condition of the Property and Seller’s Deliveries.

Section 5. Seller’s Representations and Warranties

Seller represents and warrants to Purchaser that as of the date of this Agreement and as of the Close of Escrow:

(a) Special Assessments or Condemnation. There are not presently pending (i) any special assessments, except those shown as Exceptions, or (ii) condemnation actions against the Property or any part of it. Seller has not received notice of any special assessments or condemnation actions being contemplated. There are no existing, proposed, or contemplated eminent domain proceedings that would affect the Property. Seller has not received any notice of existing, proposed, or contemplated eminent domain proceedings that would affect the Property.

(b) Title.

(i) Ownership. Seller is the legal and equitable owner of the Property, with full right to convey. Seller has not granted any options, rights of first refusal, or rights of first offer to third parties to purchase or otherwise acquire an interest in the Property.

(ii) Encumbrances. The Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind, including Tenant Leases, solely except for the Exceptions.

(iii) Encroachments. Except as may be shown on the Surveys, there are no encroachments on the Property from adjoining property, and the Property does not encroach on adjoining property, easements, or streets.

(iv) Streets. As far as Seller is currently aware, and except work within the District's reserved access easement as described in **Exhibit B** hereto, there are no existing, proposed, or contemplated plans to widen, modify, or realign any street or highway that affect the contemplated size of, use of, or set-backs on any of the Property or any of the improvements constructed on the Property.

(c) Consents and Releases. Seller has obtained all required consents, releases, and permissions to convey good and marketable title to Purchaser.

(d) Litigation. Seller is not involved in or aware of pending or threatened litigation that could affect the Property. Furthermore, there are no proceedings pending or threatened against Seller before any court or administrative agency relating to the Property that may adversely affect the Property now or in the future, or that may adversely affect Seller's ability to fulfill all obligations under this Agreement and the related documents.

(e) Authority. This Agreement and all other documents delivered prior to or at the Close of Escrow (i) have been duly authorized, executed, and delivered by Seller; (ii) are binding obligations of Seller; (iii) are collectively sufficient to transfer all of Seller's rights to the Property; and (iv) do not violate the provisions of any agreement to which Seller is a party or that affects the Property.

(f) Bankruptcy. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

(g) Foreign Investment in Real Property Tax Act. Seller is not a foreign person within the meaning of [26 U.S.C.A. § 1445\(f\)\(3\)](#).

Section 6. Purchaser's Representations and Warranties.

Purchaser makes the following representations and warranties in this Section 6, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

(a) Purchaser has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Purchaser shall pay any commission or finder's fee payable to any other party who represents or claims to represent Purchaser.

(b) Purchaser is a domestic non-profit company duly organized, validly existing and in good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Purchaser, and the specific, individual parties signing this Agreement on behalf of Purchaser represent and warrant that the parties signing this Agreement on behalf of the Purchaser have the full legal power, authority and right to execute and deliver this Agreement.

(c) Purchaser has made or will make its own investigation concerning the Condition of the Property (as said term is defined in Section 8(a) of this Agreement, below), the condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to Section 5 of this Agreement, above, Purchaser is not relying on any representations, warranties or inducements of Seller or Seller's broker with respect to the Condition of the Property.

(d) Purchaser has entered into valid and existing Subgrant and Loan Agreement with the County of Humboldt for the receipt and expenditure of Brownfields Cleanup Revolving Loan Funds (BCRLF) from the United States Environmental Protection Agency (EPA) to perform environmental abatement work on the Property following the Close of Escrow. Purchaser has provided Seller fully executed copies of Subgrant and Loan Agreement with the County of Humboldt. Purchaser is not currently in default under said agreements and the present intention of fully completing all work and obligations thereunder within the time period required by the of Subgrant and Loan Agreement.

(e) Purchaser is a qualified IRS 501(c)(3) organization in good standing.

(f) Purchaser acknowledges and warrants to Seller that, on and after the Close of Escrow and recordation of the Grant Deed and the Covenant the restrictions and covenants contained therein constitute valid and enforceable covenants that run with the land, binding Purchaser and any of Purchaser's successors in the manner and to the extent stated therein.

Section 7. Indemnification

(a) Subject to any other provisions of this Agreement to the contrary, each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorneys fees (including attorneys fees on appeal), asserted against or suffered by the Indemnitee resulting from: (a) any breach by the Indemnitor of this Agreement; (b) any liability of the Indemnitor with respect to the Property, below; or (c) the inaccuracy or breach of any of the representations, warranties or

covenants made by the Indemnitor.

(b) Indemnitee shall submit any claim for indemnification under this Agreement to the Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Section 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such claim, Indemnitee need not give Indemnitor such opportunity.

(c) If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonably acceptable to Indemnitee to defend any such claim or demand, and Indemnitee shall make available to Indemnitor, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

Initials: Purchaser: _____ // Seller: LPC

Section 8. "AS-IS" SALE; ASSUMPTION OF RESPONSIBILITIES

(a) **"As Is" Sale.** Purchaser and its representatives, prior to the Close of Escrow, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Purchaser and its representatives desire, including, without limitation, governmental laws and regulations and actions to which the Property is subject, and Purchaser shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Such inspection is in addition to Purchaser's existing knowledge of the Property based on its possession of the Property since 2006. Purchaser acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Purchaser in an "AS IS" condition with all faults. Except for those limited representations and warranties stated in Section 5 of this Agreement, above, Seller does not make any representations or warranties, oral or written, past, present or future, of any kind whatsoever, either express or implied with respect to either the Property or the condition, value, or quality of the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the Property's tenantability, merchantability or fitness for a particular purpose, or to the use, suitability of use, condition, occupation or management of the Property, or to compliance of the Property with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with

covenants, conditions and restrictions (whether or not of record), other local municipal, regional, state or federal requirements, or other statues, laws, codes, ordinances, regulations or requirements, or to either the presence or absence of hazardous materials in, on, under, or adjacent to the Property (collectively the "Condition of the Property"). Purchaser on behalf of itself and its successors, successors in title, and assigns acknowledges that it is entering into this Agreement on the basis of Purchaser's own investigation of the physical and environmental conditions of the Property and not on either any oral or written comments made by Seller or Seller's representatives.

(b) Effective as of the Close of Escrow, Purchaser shall be deemed to have assumed, and shall indemnify Seller from and against, any and all risks, obligations and liabilities relating to the Property, expressly including, without limitation any and all risks, obligations and liabilities relating to the Condition of the Property.

(c) Release. Except for the performance of obligations assigned to Seller pursuant to the terms of this Agreement and the limited representations and warranties pledged by Seller pursuant to Section 5 of this Agreement, above, PURCHASER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, ALL FUTURE TENANTS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS, PARENTS, AFFILIATES, AND ASSIGNS AND ALL THEIR PARTNERS, ACTING ON BEHALF OF ANY OF THE AFORESAID AND SUCH PERSON'S SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "SELLER'S PARTIES"), AND ANY OTHER PERSON ACTING ON BEHALF OF SELLER AND/OR SELLER'S PARTIES AND SUCH PERSON'S SUCCESSORS AND ASSIGNS, FROM ANY AND ALL ACTIONS, SUITS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, DEMANDS OR CLAIMS OF ANY NATURE WHATSOEVER, DIRECT OR INDIRECT, WHICH PURCHASER NOW HAS OR WHICH PURCHASER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY ATTRIBUTABLE TO ANY PERIOD OF TIME, WHETHER BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT OR BEFORE OR AFTER THE CLOSING DATE, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, OR SELLER'S PARTIES OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER OR SELLER'S PARTIES AND SUCH PERSON'S SUCCESSORS AND ASSIGNS.

WITH RESPECT TO THE FOREGOING RELEASE, PURCHASER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR

AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

PURCHASER HEREBY EVIDENCES ITS AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS INITIAL IN THE PLACE PROVIDED HEREINAFTER.

PURCHASER’S INITIALS

Section 9. Escrow

Upon execution of this Agreement, Seller and Purchaser shall establish an escrow for the close of the sale of the Property (the “Escrow”) at the office of the Title Company. If the Title Company is unwilling or unable to perform, Purchaser shall designate another escrow agent. The Grant Deed and Covenant shall be recorded and the Property transferred from Seller to Purchaser (“Close of Escrow”) after Purchaser has either approved or waived each Condition Precedent, and then forty-five (45) days after the execution of this Agreement (“Closing Deadline”). Unless the Close of Escrow is extended by written agreement of the parties, Escrow shall close no later than the Closing Deadline.

Section 10. Conditions Precedent to Closing

(a) Purchaser’s obligation to purchase the Property from Seller is subject to the following conditions precedent, which are for Purchaser’s benefit only:

(i) Title Policies. On or before the Close of Escrow, Purchaser shall have received evidence that Title Company is ready, willing, and able to issue, upon payment of Title Company’s regularly scheduled premium, an American Land Title Association (ALTA) extended owner’s policy of title insurance (the “Title Insurance Policy”) in the face amount of the fair market value of the Property. The title insurance policy must have endorsements as required by Purchaser (“Endorsements”), showing title to the Property vested in Purchaser subject only to the Condition of Title, the lien of real property taxes for the current fiscal year not yet due or payable and the standard preprinted exceptions and stipulations of the Title Policies.

(ii) Seller’s Obligations. The performance by Seller of every covenant, condition, agreement, and promise to be performed by Seller pursuant to this Agreement and the related documents executed or to be executed by Seller.

(iii) Seller's Representations. The truth and accuracy of all Seller's representations and warranties in this Agreement and the related documents executed or to be executed by Seller.

(b) Seller's obligation to convey the Property to Purchaser is subject to the following conditions precedent, which are for Seller's benefit only:

(i) Purchaser's Obligations. The performance by Purchaser of every covenant, condition, agreement, and promise to be performed by Purchaser pursuant to this Agreement and the related documents executed or to be executed by Purchaser.

(ii) Purchaser's Representations. The truth and accuracy of all Purchaser's representations and warranties in this Agreement and the related documents executed or to be executed by Purchaser.

(iii) Purchaser's having provided to Seller, in a form reasonably acceptable to Seller, the Irrevocable Letter of Credit described in Recital B(1), above.

(c) Failure of Conditions Precedent. If any of the Conditions Precedent have not been fulfilled within the applicable time periods, the other party may:

(i) Waive and Close. Waive the condition and close escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or

(ii) Terminate. Terminate this Agreement by written notice to the other party and to Title Company.

Section 11. Closing Deposits

On or before Close of Escrow, Seller and Purchaser shall deposit with Escrow Agent the following documents and funds, and shall close Escrow as follows:

(a) Seller's Deposits. Seller shall deposit with Escrow Agent the following:

(i) Deeds. An original executed and acknowledged Grant Deed conveying the Property to Purchaser in the form attached hereto as **Exhibit B** ("Grant Deed") with the easements described in Recital B(5) above in favor of Seller;

(ii) Covenant. An original executed and acknowledged COVENANT TO RESTRICT USE OF PROPERTY FOR PUBLIC BENEFIT RESTRICTION ("Covenant") in the

form attached hereto as **Exhibit C**;

(iii) Property Documents. The originals of all Property Documents;

(iv) Seller's Certificate. A certificate ("Seller's Certificate") providing that all conditions to the Close of Escrow that Purchaser was to satisfy or perform have been satisfied and performed, and that Seller's representations, covenants, and warranties made in or pursuant to this Agreement are correct as of the Close of Escrow;

(v) Escrow Instructions. The Escrow Instructions executed by Seller; and

(vi) Additional Documents. Any other documents or funds required of Seller to close Escrow in accordance with this Agreement.

(b) Purchaser's Deposits. On or before the Close of Escrow, Purchaser shall deposit with Escrow Agent the following:

(i) Cash Payment. Cash in the amount of the Cash Payment (the Parties acknowledge that Purchaser has already deposited with Humboldt Land Title Co. two thousand dollars (\$2,000.00), intended to be a deposit on closing costs and the nominal purchase price associated with the Option Agreement);

(ii) Closing Costs. Additional cash in the amount necessary to pay Purchaser's share of closing costs, as set forth in Section 11 of this Agreement;

(iii) Deeds. An original executed and acknowledged Grant Deed conveying the Property to Purchaser in the form attached hereto as **Exhibit B** with the easements described in Recital B(5) above in favor of Seller;

(iv) Covenant. An original executed and acknowledged COVENANT TO RESTRICT USE OF PROPERTY FOR PUBLIC BENEFIT RESTRICTION in the form attached hereto as **Exhibit C**;

(v) Purchaser's Certificate. A certificate ("Purchaser's Certificate") providing that all conditions to the Close of Escrow that Purchaser was to satisfy or perform have been satisfied and performed, and that Purchaser's representations, covenants, and warranties made in or pursuant to this Agreement are correct as of the Close of Escrow;

(vi) Escrow Instructions. The Escrow Instructions executed by Purchaser;

(vii) Irrevocable Letter of Credit. The Irrevocable Letter of Credit described in Recital B(1), above; and

(viii) Additional Documents. Any other documents or funds required of Purchaser to close Escrow in accordance with this Agreement.

Section 12. Closing Costs and Prorations

Seller and Purchaser shall each pay one-half of standard Closing Costs, such as any Title Insurance premium, escrow fee, documentary transfer tax, and recording fees.

Section 13. Investigations

Prior to the Close of Escrow, Purchaser shall have the right to conduct any investigations of the Property as Purchaser desires, including, without limitation, soils conditions, engineering, and accessibility. Purchaser shall indemnify, defend, and hold Seller harmless from all liabilities, costs, and expenses resulting directly from Purchaser's investigations of the Property.

Section 14. Further Assurances

Whenever requested by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any other instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement.

Section 15. Assignment

(a) Seller's Right to Assign. Seller shall not have the right, power, or authority to assign or mortgage this Agreement or any portion of this Agreement, or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily, or by operation of law, without Purchaser's prior written consent.

(b) Purchaser's Right to Assign. Purchaser shall not have the right, power, and authority to assign this Agreement and all rights under this Agreement without Seller's express written

consent.

Section 16. Successors and Assigns

Without waiver of the provisions of Section 15 of this Agreement, all of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

Section 17. Notices

All notices to be given under this Agreement shall be in writing and sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the United States Mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with the courier, or (c) email, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier (fax machine) or other similar means, provided that a transmission report is generated, reflecting the accurate transmission of the notice. All notices must be addressed as follows:

If to Seller: Humboldt Bay Harbor Recreation & Conservation District
P.O. Box 1030
Eureka, CA 95502-1030
banderson@humboldtby.org

with a copy to: The Mitchell Law Firm
ATTN: Ryan Plotz, Esq.
426 First Street
Eureka, CA 95501
rplotz@mitchelllawfirm.com

If to Purchaser: Timber Heritage Association
P.O. Box 3.66
Eureka, CA 95502
petej@sonic.net

with a copy to: Janssen Malloy LLP
ATTN: David S. Nims, Esq.
P.O. Drawer 1288
Eureka, CA 95502
dsnims@janssenlaw.com

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 18. Attorney's Fees; Litigation Costs

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breached covenant or the party who receives a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Section 19. CEQA.

The approval of this Agreement is exempt from the California Environmental Protection Act pursuant to 14 CCR § 15301 (Existing Facilities) and 14 CCR 15323 (Normal Operations of Facilities for Public Gatherings). In the event any claim, action, or proceeding is instituted against Seller, and/or its officers, agents and employees, by any third party on account of the processing or approval of this Agreement, Purchaser shall defend, indemnify and hold harmless Seller, and/or its officers, agents and employees from any such claim, action or proceeding. This obligation is limited to, the payment of all costs of defense, and any amounts awarded by the Court by way of damages or otherwise, including any reasonable attorney fees and court costs. Seller may elect to participate in such litigation at its sole discretion and at its sole expense. Notwithstanding the foregoing to the contrary, in the event that any such claim, action, or proceeding is instituted, or Purchaser would otherwise be obligated to defend, indemnify or hold harmless Seller and/or its contractors, agents and employees, in lieu of any such obligation, Purchaser shall have the right to terminate this Agreement upon Notice to Seller, in which event Purchaser shall have no obligations under this Section. This CEQA determination is limited to the approval of this Agreement by Seller. Nothing in this Agreement shall be interpreted as a CEQA determination with respect to the actual development or use of the Property or as a limitation upon any Regulatory Agencies' CEQA determination with respect to any permit or application filed by Purchaser relating to the use and development of the Property.

Section 20. Time of the Essence

Time is of the essence in this Agreement and every provision contained in this Agreement.

Section 21. Construction

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall refer, unless otherwise stated, to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

Section 22. Integration

This Agreement, all attached exhibits, and all related documents referred to in this Agreement constitute the entire agreement between the parties. There are no oral or parol agreements that are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

Section 23. Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

Section 24. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

Section 25. Waivers

No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of

time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

Section 26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.

Section 27. Survival

Sections 5, 6, 7, and 8 shall survive the close of Escrow and the delivery and recordation of the Grant Deed and Covenant.

Section 28. Incorporation of Exhibits

All attached exhibits are incorporated in this Agreement by reference.

Section 29. Offer and Acceptance/Exercise of Purchaser's Option

Delivery on February 25, 2020 of Notice that Purchaser was exercising its Option to Purchase the Property by Purchaser's attorney David S. Nims to Seller's attorney Ryan Plotz constitutes valid notice of Purchaser's intention to exercise Option to Purchase.

Section 30. Authority of Parties

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

Section 31. Timely Delivery of Documents

Seller agrees to deliver to Purchaser each document, record, instrument, or material of any kind required to be delivered by Seller to Purchaser in a timely manner and in accordance with the time limitations hereof.

Section 32. Damage, Destruction, and Condemnation

If any of the improvements on the Property are destroyed or materially damaged, or if condemnation proceedings are commenced against the Property between the date of this Agreement and the Close of Escrow, Purchaser may terminate this Agreement upon notice to Seller. If Purchaser, however, elects to accept the Property, all proceeds of insurance or condemnation awards payable to Seller by reason of the destruction, damage, or condemnation shall be paid or assigned to Purchaser; Seller shall also pay to Purchaser the amount of any deductible and coinsurance under any policy. In the event of nonmaterial damage to the Property, which damage Seller is unwilling to repair prior to the Close of Escrow, Purchaser shall have the right either to terminate this Agreement or accept such Property in its then existing condition, in which case Purchaser shall be entitled to a reduction in the Purchase Price to the extent of the cost of repairing the damage. If Purchaser elects to terminate this Agreement pursuant to this Section, Title Company shall immediately return the Deposit, together with all accrued interest, to Purchaser, and neither party shall have any further duties or responsibilities under this Agreement.

Section 33. Governing Law

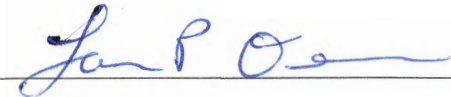
This Agreement shall be governed by and construed in accordance with California law.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

SELLER:

Humboldt Bay Harbor, Recreation & Conservation
District

By: 

Name: Larry Oetker

Its: Executive Director

Dated: March 19, 2022

PURCHASER:

Timber Heritage Association

By: _____

Name: Pete Johnston

Its: President

Dated: _____

Exhibit List

- Exhibit "A" – Legal Description of the Property
- Exhibit "B" – Form of Grant Deed
- Exhibit "C" – Covenant to Restrict Use of Property for Public Benefit

Exhibit "A" - Legal Description of the Property

APN/Parcel ID(s): 401-031-077-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a point that bears North 47 degrees 19 minutes 18 seconds East, 5913.81 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian; thence North 55 degrees 11 minutes 50 seconds West, 37.97 feet to the Southerly line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded in Book 116 Deeds, Page 9, Humboldt County Records, said point being on a curve concave to the South, having a radius of 1417.685 feet, to which point a radial line of said curve bears North 23 degrees 24 minutes 46 seconds West;

thence Easterly along said curve, through an angle of 6 degrees 04 minutes 03 seconds, for a distance of 150.13 feet;

thence continuing along said South line, North 75 degrees 21 minutes 37 seconds East, 208.85 feet;

thence continuing along said Southerly line, North 76 degrees 51 minutes 26 seconds East, 80.12 feet;

thence South 44 degrees 27 minutes 48 seconds East, 433.69 feet;

thence South 69 degrees 02 minutes 25 seconds East, 32.24 feet, more or less, to the mean high water line, as said line existed in the year 1870, as said line is described in the Quitclaim and Relinquishment of Interests in Real Property recorded December 29, 1983 in Book 1722 Official Records, Page 440;

thence Southwesterly along said line the following courses:

South 19 degrees 20 minutes 26 seconds West (record bearing South 19 degrees 23 minutes West), 54.56 feet to an angle point in said line;

South 52 degrees 25 minutes 07 seconds West, 38.005 feet (record South 52 degrees 31 minutes West, 38.00 feet);

South 56 degrees, 17 minutes 32 seconds West, 84.055 feet (record South 56 degrees 07 minutes West, 84.00 feet);

South 72 degrees 19 minutes 00 seconds West, 92.00 feet (record South 72 degrees 21 minutes West, 92.00 feet);

North 88 degrees 21 minutes 00 seconds West, 33.995 feet (record North 88 degrees 19 minutes West, 34.00 feet);

South 79 degrees 18 minutes 00 seconds West, 70.00 feet (record South 79 degrees 20 minutes West, 70.00 feet);

South 54 degrees 06 minutes 00 seconds West, 102.00 feet (record South 54 degrees 08 minutes West, 102.00 feet);

South 31 degrees 53 minutes 00 seconds West, 72.00 feet (record South 31 degrees 55 minutes West, 72.00 feet);

South 40 degrees 11 minutes 00 seconds West, 49.945 feet (record South 40 degrees 06 minutes West, 50.00 feet);

South 69 degrees 45 minutes 37 seconds West, 40.00 feet (record South 69 degrees 46 minutes West, 40.00 feet);

South 62 degrees 24 minutes 41 seconds West, 76.005 feet (record South 62 degrees 25 minutes West 76.00 feet);

South 27 degrees 09 minutes 41 seconds West, 85.005 feet (record South 27 degrees 10 minutes West, 79.00 feet);

South 59 degrees 08 minutes 51 seconds West, 84.02 feet (record South 59 degrees 09 minutes West, 84.00 feet), to the Westerly line of that parcel of land described as Tract B of Instrument No. 2004-32663-7, recorded September 28, 2004;

thence along said line the following courses; North 52 degrees 34 minutes 45 seconds West, along said line, 105.30 feet to a point that bears North 51 degrees 55 minutes 14 seconds East, 5420.07 feet from said Southwest corner of Section 16, North 45 degrees 17 minutes 25 seconds West, 135.30 feet;

North 79 degrees 56 minutes 05 seconds East, 118.26 feet;

North 36 degrees 57 minutes 10 seconds East, 106.59 feet;

North 53 degrees 32 minutes 25 seconds East, 88.41 feet;

North 20 degrees 34 minutes 40 seconds West, 164.70 feet;

North 03 degrees 37 minutes 30 seconds West, 258.76 feet, more or less, to the point of beginning.

Said land being described as Parcel B in that certain Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded May 28, 2019, as Instrument Number 2019-009079, Humboldt County Official Records.

As further shown as Parcel B on that certain Record of Survey filed July 17, 2019, in Book 74 of Surveys, Page 47, Humboldt County Records.

Exhibit “B” – Form of Grant Deed

RECORDING REQUESTED BY:

Timber Heritage Association
P.O. Box 3.66
Eureka, CA 95502

When Recorded Mail Document:

Timber Heritage Association
P.O. Box 3.66
Eureka, CA 95502

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated area of the County of Humboldt

GRANT DEED

(“Seller”), and Humboldt Bay Harbor, Recreation & Conservation District, a California public entity (hereinafter "Grantor"), grants to **Timber Heritage Association, California domestic nonprofit corporation** (hereinafter referred to as "Grantee"), all that real property situated in Humboldt County, California, described on **Exhibit A** attached hereto (hereinafter referred to as “the Property”), subject to the following (i) those Reserved Easements described in Section 1 hereof in favor of Grantor, which shall be deemed binding covenants burdening the Property and benefitting Grantor’s Appurtenant Parcels, and as said term is defined below; (ii) those Restrictions Covenants, Warranty Disclaimer and Release of Liability described in Section 2 hereof in favor of Grantor, which shall be deemed binding covenants burdening the Property; (iii) those additional matters set forth in Section 3 hereof.

1. Reserved Easements

Grantor, for the benefit of itself, its employees, lessees, agents, contractors, successors and assigns, reserves perpetual, non-exclusive easements, over and across the Property conveyed by this Deed to Grantee as follows:

- (a) An easement, twenty (20) feet in width, for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, and replacing existing or later constructed underground public or private utilities, in that location legally described on **Exhibit B1** as “Parcel One” and depicted on **Exhibit B2** as “Parcel One”, along the right of ingress and egress, from the easement herein described, across the Property for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor’s reasonable use of its remainder property or right of vehicular access through the Property.

(b) An easement, twenty (20) feet in width, for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, and replacing existing or later constructed aboveground and/or underground public or private utilities, in that location legally described on **Exhibit B1** as “Parcel Two” and depicted on **Exhibit B2** as “Parcel One”, along the right of ingress and egress, from the easement herein described, across the Property for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor’s reasonable use of its remainder property or right of vehicular access through the Property.

(c) An easement, fifty (50) feet in width, for the purpose of (i) constructing and access road and the use of said road for ingress and egress including without limitation for commercial trucks and heavy construction equipment and (ii) laying, constructing, operating, inspecting, maintaining, repairing, and replacing existing or later constructed aboveground and/or underground public or private utilities. Grantor shall maintain in good order and repair the access roadway constructed hereunder.

The easements reserved by this Deed shall be deemed perpetual easements which are “appurtenant” to and shall serve Grantor’s adjoining property and each of the parcels of real property owned by Grantor and described on **Exhibit C** (hereinafter “Grantor’s Appurtenant Parcels” or “Appurtenant Parcels”), as well as all future subdivisions and/or portions of the Appurtenant Parcels as the case may be. The easements shall run with the land, benefiting the Appurtenant Parcels and burdening the Property. In addition, the easements reserved by this Deed shall service any and all parcels of real property which are later acquired, whether in fee, lease, or other means, by Grantor, its successors or assigns, and are contiguous to any of the Appurtenant Parcels, as the case may be.

Each and every easement reserved by this Deed shall be subject to the following terms, conditions and acknowledgments:

(i) No easement reserved hereunder shall lapse in the event of Grantor's (and/or Grantor’s successors-in-interest) failure to use said easements on a continuous basis.

(ii) Grantor shall have the right to freely assign its interest(s) in the easements reserved by this Deed subject to the terms and conditions contained herein. Grantor shall indemnify Grantee for any damage, loss, or harm suffered by Grantee as a result of the conduct of Grantor in violation of the terms and conditions contained herein.

(iii) Unless otherwise agreed to by both parties, Grantee shall not maintain or later install any fence, gate, or other barrier across the any of the easements reserved by this Deed without the prior, express written consent of Grantor.

(v) Grantor, and/or Grantor’s successors-in-interest to all or any portion of the Appurtenant Parcels, may assign its easement rights to any third party or third parties without compensation to Grantee if each third party’s use of the easement(s) is reasonably related to the third party’s use of the Appurtenant Parcels, or any of them.

2. Restrictive Covenants

The Property is conveyed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors, and assigns, faithfully to keep, observe and perform:

(a) Grantee acknowledges and agrees that the Property is sold and conveyed to, and accepted by Grantee subject to those Restrictions contained and described in that separately recorded COVENANT TO RESTRICT USE OF PROPERTY USE FOR PUBLIC BENEFIT RESTRICTION dated [INSERT DATE] made by Grantee as a condition of the sale of the Property by Grantor to Grantee and which Restrictions are incorporated herein by this reference.

(b) Grantee acknowledges and agrees that the Property is sold and conveyed to, and accepted by Grantee, in an “as is” condition with all faults. Grantee has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges that it is accepting the Property on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.

(c) Grantee further acknowledges that Grantor, its agents and employees and other persons acting on behalf of Grantor have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, use or zoning of the Property upon which Grantee has relied directly or indirectly for any purpose.

(d) Grantee hereby waives, releases, remises, acquits and forever discharges Grantor, Grantor's employees, agents, or any other person acting on behalf of Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto, expressly including without limitation the physical condition of, operational functioning of, and/or the compliance with any applicable law and/or regulation concerning any improvements located upon the Property. It is the intention of this paragraph that any and all responsibilities and obligations of Grantor, and any and all rights or claims of Grantee, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property are by this release provision declared null and void and of no present or future effect as to such parties. Grantee agrees to waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(e) Grantee acknowledges and agrees that Sections 7 and 8 of that certain AGREEMENT OF PURCHASE AND SALE, made effective May 1, 2022, contains certain “as is”, release, covenant not to sue or complaint, remediation, and/or indemnity covenants and agreements pertaining to the condition of the Property made by Grantee on behalf of Grantor, Grantee’s successors, successors in title and assigns to Grantor, on behalf of Grantor, and its and their directors, officers, members, employees, agents, and other persons acting on behalf of Grantor.

(f) It is expressly understood and agreed that Grantor shall have no obligation to share in the cost and expense of maintaining and operating the Property, or any portion thereof, and that any such costs and expense shall be Grantee’s sole and exclusive responsibility.

(g) Grantee's Covenants touch and concern and are appurtenant to and shall run with the Property; that by accepting a deed, gift, devise or other conveyance, each and every person and entity that, from time to time, acquires any divided or undivided fee interest in all or any portion of the Property shall acquire such interest or estate subject to said Grantee's Covenants, and during the term of time that he, she or it owns such interest, he she or it shall be bound by and shall perform and all obligations applicable to said period of time and applicable to that portion of the Property in which he, she or it holds any divided or undivided fee interest jointly and severally with any and all of the holders of any fee interest in all or any portion of the Property, provided that he, she or it shall continue to be bound by the release provisions set forth above and in Sections 7 and 8 of that certain AGREEMENT OF PURCHASE AND SALE, made effective May 1, 2022, subsequent to their period of ownership.

(h) In addition to the foregoing, by accepting a lease, each and every person and entity that, from time to time, acquires a leasehold interest in all or any portion of the Property shall acquire such interest subject to the terms of the release provisions set forth above and in Sections 7 and 8 of that certain AGREEMENT OF PURCHASE AND SALE, made effective May 1, 2022, applicable to that portion of the Property in which he, she or it holds any leasehold interest, jointly and severally with any and all holders of any leasehold interest or leasehold estate in all or any portion of the Property both during and subsequent to the effectiveness and term of the lease.

2. Additional Matters

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- (a) All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- (b) All matters which would be revealed or disclosed in an accurate survey of the Property;
- (c) All matters which would be revealed or disclosed by a physical inspection of the Property;
- (d) A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property;
- (e) Zoning ordinances and regulations and any other notices, orders, laws, ordinances, and governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect: and

(f) Existing leases, licenses and other existing rights to use the Property and renewals thereof ("Use Rights"), regardless of whether visible, open and obvious, recorded or unrecorded, or for public streets, rights of way or utilities.

IN WITNESS HEREOF, the undersigned has executed this Deed as of _____ 2022.

HUMBOLDT BAY HARBOR, RECREATION, AND
CONSERVATION DISTRICT, a California public
entity

By: _____

Name: _____

Its: _____

TIMBER HERITAGE ASSOCIATION, California
domestic nonprofit corporation

By: _____

Name: _____

Its: _____

[INSERT NOTARY ACKNOWLEDGMENTS]

GRANT DEED

EXHIBIT "A" LEGAL DESCRIPTION

APN/Parcel ID(s): 401-031-077-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a point that bears North 47 degrees 19 minutes 18 seconds East, 5913.81 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian; thence North 55 degrees 11 minutes 50 seconds West, 37.97 feet to the Southerly line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded in Book 116 Deeds, Page 9, Humboldt County Records, said point being on a curve concave to the South, having a radius of 1417.685 feet, to which point a radial line of said curve bears North 23 degrees 24 minutes 46 seconds West;

thence Easterly along said curve, through an angle of 6 degrees 04 minutes 03 seconds, for a distance of 150.13 feet;

thence continuing along said South line, North 75 degrees 21 minutes 37 seconds East, 208.85 feet;

thence continuing along said Southerly line, North 76 degrees 51 minutes 26 seconds East, 80.12 feet;

thence South 44 degrees 27 minutes 48 seconds East, 433.69 feet;

thence South 69 degrees 02 minutes 25 seconds East, 32.24 feet, more or less, to the mean high water line, as said line existed in the year 1870, as said line is described in the Quitclaim and Relinquishment of Interests in Real Property recorded December 29, 1983 in Book 1722 Official Records, Page 440;

thence Southwesterly along said line the following courses:

South 19 degrees 20 minutes 26 seconds West (record bearing South 19 degrees 23 minutes West), 54.56 feet to an angle point in said line;

South 52 degrees 25 minutes 07 seconds West, 38.005 feet (record South 52 degrees 31 minutes West, 38.00 feet);

South 56 degrees, 17 minutes 32 seconds West, 84.055 feet (record South 56 degrees 07 minutes West, 84.00 feet);

South 72 degrees 19 minutes 00 seconds West, 92.00 feet (record South 72 degrees 21 minutes West, 92.00 feet);

North 88 degrees 21 minutes 00 seconds West, 33.995 feet (record North 88 degrees 19 minutes West, 34.00 feet);

South 79 degrees 18 minutes 00 seconds West, 70.00 feet (record South 79 degrees 20 minutes West, 70.00 feet);

South 54 degrees 06 minutes 00 seconds West, 102.00 feet (record South 54 degrees 08 minutes West, 102.00 feet);

South 31 degrees 53 minutes 00 seconds West, 72.00 feet (record South 31 degrees 55 minutes West, 72.00 feet);

South 40 degrees 11 minutes 00 seconds West, 49.945 feet (record South 40 degrees 06 minutes West, 50.00 feet);

South 69 degrees 45 minutes 37 seconds West, 40.00 feet (record South 69 degrees 46 minutes West, 40.00 feet);

South 62 degrees 24 minutes 41 seconds West, 76.005 feet (record South 62 degrees 25 minutes West 76.00 feet);

South 27 degrees 09 minutes 41 seconds West, 85.005 feet (record South 27 degrees 10 minutes West, 79.00 feet);

South 59 degrees 08 minutes 51 seconds West, 84.02 feet (record South 59 degrees 09 minutes West, 84.00 feet), to the Westerly line of that parcel of land described as Tract B of Instrument No. 2004-32663-7, recorded September 28, 2004;

thence along said line the following courses; North 52 degrees 34 minutes 45 seconds West, along said line, 105.30 feet to a point that bears North 51 degrees 55 minutes 14 seconds East, 5420.07 feet from said Southwest corner of Section 16, North 45 degrees 17 minutes 25 seconds West, 135.30 feet;

North 79 degrees 56 minutes 05 seconds East, 118.26 feet;

North 36 degrees 57 minutes 10 seconds East, 106.59 feet;

North 53 degrees 32 minutes 25 seconds East, 88.41 feet;

North 20 degrees 34 minutes 40 seconds West, 164.70 feet;

North 03 degrees 37 minutes 30 seconds West, 258.76 feet, more or less, to the point of beginning.

Said land being described as Parcel B in that certain Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded May 28, 2019, as Instrument Number 2019-009079, Humboldt County Official Records.

As further shown as Parcel B on that certain Record of Survey filed July 17, 2019, in Book 74 of Surveys, Page 47, Humboldt County Records.

GRANT DEED

EXHIBIT "B1" (Legal Description of Reserved Easements)

[EXHIBIT FOLLOWS THIS PAGE]

EXHIBIT A

That portion of the Northeast Quarter of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, in the unincorporated area of Humboldt County, State of California, described as follows:

Parcel One

A non-exclusive 20 foot wide utility easement, the westerly line being described as follows:

BEGINNING on the Westerly line of Parcel B of Instrument No. 2019-009079, Humboldt County Records, at the Northwesterly terminus of a course having a bearing of North 45 degrees 17 minutes 25 seconds West, 135.30 feet;

thence along said Westerly line, South 45 degrees 17 minutes 25 seconds East, 135.30 feet:

thence continuing along said Westerly line, South 52 degrees 34 minutes 45 seconds East, 105.30 feet to the terminus of this easement.

Parcel Two

A non-exclusive 20 foot wide utility easement, the centerline being described as follows:

BEGINNING on the Westerly line of Parcel B of Instrument No. 2019-009079, Humboldt County Records, at the Northeasterly terminus of a course having a bearing of North 53 degrees 32 minutes 25 seconds East, 88.41 feet;

thence South 76 degrees 20 minutes 16 seconds East, 33.35 feet;

thence South 40 degrees 12 minutes 41 seconds East, 137.70 feet, more or less, to the 1870 mean high water line, as said line is shown on Book 74 of Surveys, Page 47, Humboldt County Records, and the terminus of this easement.

Parcel Three

A non-exclusive 50 foot wide easement for ingress, egress and utilities, the centerline being described as follows:

COMMENCING on the Northerly line of Parcel B of Instrument No. 2019-009079, Humboldt County Records, at the Westerly terminus of a course having a bearing of North 75 degrees 21 minutes 37 seconds East, 208.85 feet;

thence Easterly along said Northerly line, North 75 degrees 21 minutes 37 seconds East, 87.32 feet, to the TRUE POINT OF BEGINNING;

thence leaving said Northerly line, South 40 degrees 02 minutes 15 seconds East, 13.98 feet;

thence South 59 degrees 15 minutes 10 seconds East, 19.20 feet;

thence South 85 degrees 50 minutes 12 seconds East, 22.32 feet;

thence North 82 degrees 08 minutes 39 seconds East, 87.16 feet;

thence South 88 degrees 08 minutes 09 seconds East, 32.73 feet;

thence South 72 degrees 59 minutes 03 seconds East, 31.14 feet;

thence South 54 degrees 48 minutes 23 seconds East, 32.11 feet;

thence South 44 degrees 27 minutes 00 seconds East, 244.76 feet;

thence South 37 degrees 39 minutes 16 seconds East, 158.62 feet, more or less, to the 1870 mean high water line, as said line is shown on Book 74 of Surveys, Page 47, Humboldt County Records, and the terminus of this easement.

The bearings in this description are based Book 74 of Surveys, Page 47.

These easements are appurtenant to the lands of the Humboldt Bay Harbor, Recreation and Conservation District along the Westerly shoreline of Humboldt Bay.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

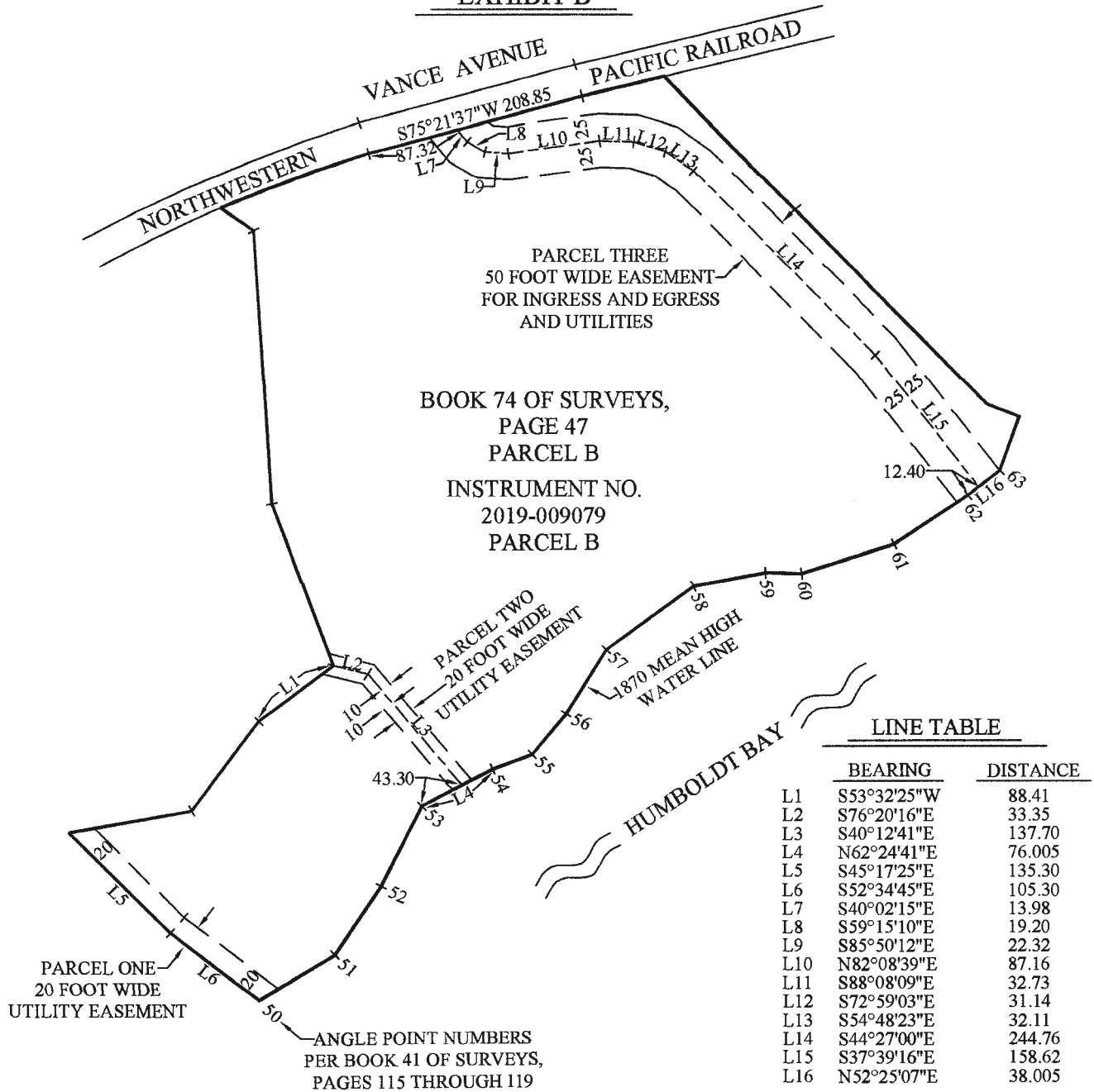
Dated: MAY 1, 2022



GRANT DEED
EXHIBIT "B2" (Plat of Reserved Easements)

[EXHIBIT FOLLOWS THIS PAGE]

EXHIBIT B



LINE TABLE

	BEARING	DISTANCE
L1	S53°32'25"W	88.41
L2	S76°20'16"E	33.35
L3	S40°12'41"E	137.70
L4	N62°24'41"E	76.005
L5	S45°17'25"E	135.30
L6	S52°34'45"E	105.30
L7	S40°02'15"E	13.98
L8	S59°15'10"E	19.20
L9	S85°50'12"E	22.32
L10	N82°08'39"E	87.16
L11	S88°08'09"E	32.73
L12	S72°59'03"E	31.14
L13	S54°48'23"E	32.11
L14	S44°27'00"E	244.76
L15	S37°39'16"E	158.62
L16	N52°25'07"E	38.005

EASEMENT PLAT
FOR
HUMBOLDT BAY HARBOR
RECREATION & CONSERVATION
DISTRICT

IN
SECTION 16 T5N, R1W, HUMBOLDT MERIDIAN
IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY
FEBRUARY 2020 SCALE 1" = 150'

HUMBOLDT COUNTY
STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES
EUREKA, CALIFORNIA



Michael J. O'Hern
MICHAEL J. O'HERN L.S. 4829
DATED APRIL 22, 2020

GRANT DEED

EXHIBIT "C" (Grantor's Appurtenant Parcels)

I

A parcel of land in the unincorporated area of Humboldt County described as follows:

Bounded on the West by the line described in paragraph II below:

Bounded on the North by a line consisting of two courses described as follows: Beginning at the point last described in paragraph II below, to wit: a point bearing North 45° 53' East 32.08 feet from a point having California Coordinates N 550225.92, E 1398417.45; thence (1) East parallel with the northerly line of Section 15 to the Southwesterly line of State Highway Route 255; thence (2) Southeasterly along said line; Bounded on the East by the westerly line of those lands granted by the legislature to the City of Eureka pursuant to Chapter 187, Statutes of 1927, Chapter 225, Statutes of 1945 and Chapter 1086, Statutes of 1970;

Bounded on the South by a line consisting of three courses described as follows: Beginning at a point located South 88° 32' 46" East 1472.10 feet from the west quarter corner of Section 21, T5N, R1W, H.B.&M, said corner having California Coordinates of N 542832.25, E 1392231.11; thence (1) South 88° 32' 46" East 82.34 feet; thence (2) North 10° 44' 00" East 4.09 feet; thence (3) South 66° 30' 53" East.

II

Beginning at the intersection of the mean high water line, as said line existed in the year 1870, with the easterly extension of the east-west quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears south 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11. Thence along said easterly extension South 88° 32' 46" East 82.34 feet to the intersection with the mean low water line as it existed in the year 1870, said point of intersection being the true point of beginning. Thence Northerly along said tide line the following courses:

North 10° 44' 00" East 204 feet;

North 06° 44' East 145 feet;

North 07° 11' East 128 feet;

North 12° 47' East 221 feet;

North 20° 52' East 298 feet;

North 21° 39' East 1352 feet;

North 18° 21' East 416.67 feet to a point on the easterly extension of the North line of said section 21 which lies south 88° 32' 46" West 2345.38 feet from the northwest corner of said Section 21, said section corner having California Coordinates of N 545469.83; E 1392296.45;

Thence North 88° 32' 46" West 156.47 feet along the North line of said Section 21 to a point South 88° 32' 46" East 2188.91 feet from the northwest corner of said Section 21, said point being the intersection of mean high water line as it existed in 1870 and the North line of Section 21;

Thence Northerly along said mean high water line. The following courses:

North 20° 19' East, 207.37 feet,
North 23° 14' East, 254. feet,
North 27° 55' East, 132. feet,
North 37° 57' East, 75. feet,
North 28° 13' East, 140. feet,
North 23° 28' East, 231. feet,
North 30° 28' East, 79. feet,
North 14° 02' East, 124. feet,
North 21° 09' East, 213. feet,
North 24° 44' East, 98. feet,
North 11° 32' East, 150. feet,
North 24° 01' East, 192. feet,
North 45° 34' East, 71. feet,
North 25° 41' East, 88. feet,
North 27° 03' East, 161. feet,
North 55° 07' East, 451. feet,
North 41° 59' East, 135. feet,
North 58° 14' East, 49. feet,
North 38° 40' East, 45. feet,
North 38° 30' East, 512. feet,
North 48° 46' East, 118. feet,
North 74° 35' East, 30. feet,
North 19° 17' East, 42. feet,
North 78° 41' East, 36. feet,
North 03° 32' East, 97. feet,
North 34° 45' East, 119. feet,
North 46° 58' East, 41. feet,
North 59° 56' East, 44. feet,
North 39° 42' East, 69. feet,
North 24° 20' East, 46. feet,
North 54° 35' East, 55. feet,
North 59° 09' East, 84. feet,
North 33° 41' East, 79. feet,
North 27° 10' East, 85. feet,
North 62° 25' East, 76. feet,

North 69° 46' East, 40. feet,
North 40° 06' East, 50. feet,
North 31° 55' East, 72. feet,
North 54° 08' East, 102. feet,
North 79° 20' East, 70. feet,
South 88° 19' East, 34. feet,
North 72° 21' East, 92. feet,
North 56° 07' East, 84. feet,
North 52° 31' East, 38. feet,
North 19° 23' East 114. feet,
North 65° 46' East, 44. feet,
North 80° 59' East, 83. feet,
North 76° 10' East, 67. feet,
North 72° 15' East, 52. feet,
North 51° 08' East, 172. feet,
North 54° 36' East, 140. feet,
North 47° 44' East 89. feet,
North 60° 42' East, 47. feet,
North 25° 46' East, 97. feet,
North 52° 18' West, 28. feet,
North 68° 50' West, 33. feet,
North 41° 30' East, 35. feet,
North 59° 02' East, 58. feet,
North 28° 37' East, 63. feet,
North 31° 09' East, 157. feet,
North 46° 08' East, 107. feet,
North 61° 11' East, 46. feet,
North 57° 10' East, 37 feet,
North 66° 24' East, 95 feet,
North 60° 28' East, 34 feet to a point having California Coordinates N 550225.92, E
1398417.45, said point also bears South 57° 08' 22" East 814.16 feet from the northwest corner
of Section 15, T5N, R1W, H.B.&M., as shown in Book 10 of Surveys, Page 74, Humboldt
County Records, said Section Corner having California Coordinates N 550667.68, E
1397733.56; Thence North 45° 53' East 32.08 feet to the U.S. meander line of said Section 15,
as shown on the official township plat prepared by the U.S. General Land Office, and the end of
the herein described line.

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

[TO BE INSERTED]

Exhibit “C” – Form of Grant Deed

RECORDING REQUESTED BY:

Timber Heritage Association

WHEN RECORDED MAIL TO:

Janssen Malloy LLP

PO Drawer 1288

Eureka, CA 95502

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

**COVENANT TO RESTRICT USE OF PROPERTY
FOR PUBLIC BENEFIT RESTRICTION**

APN: 401-031-077-000

This COVENANT TO RESTRICT USE OF PROPERTY FOR PUBLIC BENEFIT RESTRICTION (“Covenant”) is made by and between Timber Heritage Association, a California non-profit corporation (“THA” or “Covenantor”), the purchaser of the property situated in the County of Humboldt, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”), and the Humboldt Bay Harbor, Recreation & Conservation District, a California public entity (the “District”). The District has conditioned its sale of the Property to THA on THA utilizing the Property for a public benefit for a minimum of fifteen (15) years from the date of sale. Therefore, the Covenantor and the District, collectively referred to as the “Parties”, hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I: STATEMENT OF FACTS

1. The Property, totaling approximately 8.94 acres, is more particularly depicted in **Exhibit A**, attached hereto and incorporated by this reference. This property has been assigned Humboldt County Assessor’s Parcel No. 401-031-077-000.

2. The Property is currently permitted to be used by THA for public events consistent with the County of Humboldt Special Permit SP-18-116 and Coastal Development Permit CDP-19-002, and to host open house tours and similar activities up to four times per month. Future additional or different uses of the Property by THA may be permitted by responsible agencies; THA has stated its intention to operate the Property in the future as a rail museum.

ARTICLE II: GENERAL PROVISIONS

1. This Covenant sets forth covenants, restrictions, and conditions (collectively referred to as “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction (a) runs with the land; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is enforceable, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

2. This Covenant shall bind all owners of the Property, their heirs, successors, and assignees, and the agents, employees and lessees of the owners, heirs, successors, and assignees.

3. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

ARTICLE III: RESTRICTION

1. The Property shall solely be used for a public benefit for a minimum of fifteen (15) years from the date of sale by the District to THA. For purposes of this Covenant, “public benefit” means activity or activities that accomplish a public purpose and/or provide for the community’s social, economic, and cultural well-being, public health, and safety such that the benefits of the activity or activities accrue to the public at large rather than to a person, a small group of persons, or to a private enterprise.

2. The Restrictions are intended to provide a benefit to the public at-large, as well as a benefit to all real property owned or held in trust by the District as of the date this Covenant is made.

ARTICLE IV: ENFORCEMENT

1. Failure of the Covenantor, Owner, or Occupant to comply with any of the Restrictions enumerated herein shall be grounds for the District to require the Covenantor to modify or remove any improvements constructed or placed on any portion of the Property in violation of the Restrictions. Violation of the Restriction specified herein shall be grounds for the District to file, in the Superior Court of California, County of Humboldt, for an immediate lien on the property in the amount necessary to remediate the Property.

ARTICLE V: VARIANCE, TERMINATION, AND TERM

1. Covenantor, or any other aggrieved person, may apply to the District for a written variance from the provisions of this Covenant. Such application shall be made in accordance with all applicable State or County rules, regulations, or laws.

2. Covenantor, or any other aggrieved person, may apply to the District for a termination of the Restriction or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with all applicable State or County rules, regulations, or laws.

3. In either case, Grantor shall consider the written request for a variance or termination in good faith and shall exercise its reasonable discretion to grant or deny the request.

4. Unless ended in accordance with the Termination paragraph above, by law, or by the Grantor in the exercise of its discretion, this Covenant shall continue in effect for fifteen (15) years from the date of transfer from the District to THA.

ARTICLE VI: MISCELLANEOUS

1. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

2. All references to the District include successor agencies/departments or other successor entities.

3. The Covenantor shall cause this Covenant, with all referenced Exhibits, to be recorded in the County of Humboldt at the same time title to the Property is transferred from the District to THA.

4. Whenever any person gives or serves any Notice (“Notice” as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To: Humboldt Bay Harbor Recreation & Conservation District
P.O. Box 1030
Eureka, CA 95502-1030
banderson@humboldtbay.org

with a copy to: The Mitchell Law Firm
ATTN: Ryan Plotz, Esq.
426 First Street
Eureka, CA 95501
rplotz@mitchelllawfirm.com

If to: Timber Heritage Association
P.O. Box 3.66
Eureka, CA 95502
petej@sonic.net

with a copy to: Janssen Malloy LLP
ATTN: David S. Nims, Esq.
P.O. Drawer 1288
Eureka, CA 95502
dsnims@janssenlaw.com

Any Party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

5. If any portion of the restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

6. All references to any statute, regulation, or ordinance includes any successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR: TIMBER HERITAGE ASSOCIATION

Dated: _____

By: _____
Name: _____
Its: _____

HUMBOLDT BAY HARBOR DISTRICT

Dated: _____

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Humboldt)

On _____, 2022, before me, _____, a Notary Public, 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 certified 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 of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Humboldt)

On _____, 2022, before me, _____, a Notary Public, 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 certified 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 of Notary Public

COVENANT

Exhibit "A" – Legal Description

For APN/Parcel ID(s): 401-031-077-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a point that bears North 47 degrees 19 minutes 18 seconds East, 5913.81 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian; thence North 55 degrees 11 minutes 50 seconds West, 37.97 feet to the Southerly line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded in Book 116 Deeds, Page 9, Humboldt County Records, said point being on a curve concave to the South, having a radius of 1417.685 feet, to which point a radial line of said curve bears North 23 degrees 24 minutes 46 seconds West;

thence Easterly along said curve, through an angle of 6 degrees 04 minutes 03 seconds, for a distance of 150.13 feet;

thence continuing along said South line, North 75 degrees 21 minutes 37 seconds East, 208.85 feet;

thence continuing along said Southerly line, North 76 degrees 51 minutes 26 seconds East, 80.12 feet;

thence South 44 degrees 27 minutes 48 seconds East, 433.69 feet;

thence South 69 degrees 02 minutes 25 seconds East, 32.24 feet, more or less, to the mean high water line, as said line existed in the year 1870, as said line is described in the Quitclaim and Relinquishment of Interests in Real Property recorded December 29, 1983 in Book 1722 Official Records, Page 440;

thence Southwesterly along said line the following courses:

South 19 degrees 20 minutes 26 seconds West (record bearing South 19 degrees 23 minutes West), 54.56 feet to an angle point in said line;

South 52 degrees 25 minutes 07 seconds West, 38.005 feet (record South 52 degrees 31 minutes West, 38.00 feet);

South 56 degrees, 17 minutes 32 seconds West, 84.055 feet (record South 56 degrees 07 minutes West, 84.00 feet);

South 72 degrees 19 minutes 00 seconds West, 92.00 feet (record South 72 degrees 21 minutes West, 92.00 feet);

North 88 degrees 21 minutes 00 seconds West, 33.995 feet (record North 88 degrees 19 minutes West, 34.00 feet);

South 79 degrees 18 minutes 00 seconds West, 70.00 feet (record South 79 degrees 20 minutes West, 70.00 feet);

South 54 degrees 06 minutes 00 seconds West, 102.00 feet (record South 54 degrees 08 minutes West, 102.00 feet);

South 31 degrees 53 minutes 00 seconds West, 72.00 feet (record South 31 degrees 55 minutes West, 72.00 feet);

South 40 degrees 11 minutes 00 seconds West, 49.945 feet (record South 40 degrees 06 minutes West, 50.00 feet);

South 69 degrees 45 minutes 37 seconds West, 40.00 feet (record South 69 degrees 46 minutes West, 40.00 feet);

South 62 degrees 24 minutes 41 seconds West, 76.005 feet (record South 62 degrees 25 minutes West 76.00 feet);

South 27 degrees 09 minutes 41 seconds West, 85.005 feet (record South 27 degrees 10 minutes West, 79.00 feet);

South 59 degrees 08 minutes 51 seconds West, 84.02 feet (record South 59 degrees 09 minutes West, 84.00 feet), to the Westerly line of that parcel of land described as Tract B of Instrument No. 2004-32663-7, recorded September 28, 2004;

thence along said line the following courses; North 52 degrees 34 minutes 45 seconds West, along said line, 105.30 feet to a point that bears North 51 degrees 55 minutes 14 seconds East, 5420.07 feet from said Southwest corner of Section 16, North 45 degrees 17 minutes 25 seconds West, 135.30 feet;

North 79 degrees 56 minutes 05 seconds East, 118.26 feet;

North 36 degrees 57 minutes 10 seconds East, 106.59 feet;

North 53 degrees 32 minutes 25 seconds East, 88.41 feet;

North 20 degrees 34 minutes 40 seconds West, 164.70 feet;

North 03 degrees 37 minutes 30 seconds West, 258.76 feet, more or less, to the point of beginning.

Said land being described as Parcel B in that certain Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded May 28, 2019, as Instrument Number 2019-009079, Humboldt County Official Records.

As further shown as Parcel B on that certain Record of Survey filed July 17, 2019, in Book 74 of Surveys, Page 47, Humboldt County Records.



STAFF REPORT
HARBOR DISTRICT MEETING
July 14, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: July 7, 2022

TITLE: Consider Authorizing the Executive Director to Sign a Mutual Aid Agreement with Humboldt County Special Districts

STAFF RECOMMENDATION: Staff recommends that the Board: Authorize the Executive Director to execute the Mutual Aid Agreement with other interested agencies and to have the District Attorney review the agreement to ensure it meets the intention of all parties.

SUMMARY: The District is a member of the Humboldt Chapter of California Special District Association (CSDA). Member of the Chapter are working to enter into a mutual aid agreement. If the Mutual Aid Agreement is ratified by the Harbor District, the District could request or respond to interagency mutual aid for both emergency and non-emergency requests for assistance to/from other Agencies that are party to the agreement.

DISCUSSION: Many of the other CSDA member agencies in Humboldt County are signatories to the WARN 2007 Omnibus Mutual Assistance Agreement approved and adopted by the California Water/Wastewater Agency Response Network. The WARN agreement allows agencies to request and/or respond with equipment and personnel to other agencies in the event of an emergency. However, the Harbor District is not party to that agreement. Instead, in cases of emergencies, the District is under agreement with the City of Eureka. The District also has an informal arrangement with the City to provide non-emergency mutual aid and support.

The members of the local chapter of CSDA desire to establish terms and conditions under which an Agency may provide emergency and non-emergency interagency mutual aid and support, including reimbursement for equipment, supplies and personnel made available to another Party. A pre-existing agreement utilized by the Humboldt Bay Municipal Water District and its seven partner agencies was used as the basis of the agreement, which was reviewed by the McKinleyville Community Services District (MCSD) Legal Counsel and the Special District Risk Management Authority (SDRMA), the insurer of MCSD and the Harbor District. This same version has been approved by the MCSD board, as well as the Boards of the Humboldt Community Services District and the Willow Creek Community Services District.

ATTACHMENTS:

A Draft MOA

MUTUAL AID AND ASSISTANCE AGREEMENT
Between the _____ District and _____
For Support and Assistance during Non-Emergency Events

This Mutual Aid and Assistance Agreement ("Agreement") is made and entered effective as of _____, 2022 (the "Effective Date"), by the _____ District ("_____") and the other parties signatory to this Agreement from time to time (_____ and the other parties signatory to this Agreement from time to time being hereinafter referred to, individually, as a "Party" and, collectively, as the "Parties"). With respect to each Party other than _____, the date set forth next to such Party's signature shall constitute the effective date for such signatory to this Agreement (each such, a "Party Effective Date").

RECITALS

WHEREAS, _____ provides _____ to certain municipal customers, with _____ and such municipal customers serving a population of approximately _____, constituting approximately _____% of Humboldt County's population;

WHEREAS, as of the Effective Date, such customers consist of the _____;

WHEREAS, terms and conditions for interagency mutual aid and support during times of emergency are provided for in a variety of mutual aid agreements which have been developed and executed by various parties over the years;

WHEREAS, the mutual aid agreement for assistance during emergencies that is most applicable and widely used for water and wastewater agencies in California is the WARN 2007 Omnibus Mutual Assistance Agreement approved and adopted by the California Water/Wastewater Agency Response Network on September 30, 2007;

WHEREAS, the Parties agree to use the WARN 2007 Omnibus Mutual Assistance Agreement for any mutual aid and assistance requested and provided during emergency events; and

WHEREAS, the Parties desire to establish terms and conditions under which a Party may provide interagency mutual aid and support under non-emergency circumstances, including reimbursement for equipment, supplies and personnel made available to another Party, with the intent of facilitating the advancement of the Parties' collective service mission to the community.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Agreement to Provide Assistance Voluntary. Subject to the discretion of each Party to decline to do so, the Parties agree to consider providing mutual aid and assistance to each other in times of need not constituting an emergency, on voluntary basis. In general, assistance will be in the form of resources, such as equipment, supplies and personnel. The execution of this Agreement **shall not** create any duty to respond on the part of any Party to an assistance request from another Party and assistance shall be given only when a Party determines, in its unilateral discretion, that its own needs can be met while rendering assistance to a requesting Party. The execution of this Agreement by any Party shall not create a duty to provide assistance to any

other Party to this Agreement and no Party shall be liable for any damages incurred by any other Party as a result of such Party's unwillingness or inability to provide the requested assistance.

2. Procedures.

(a) Request for Assistance. An authorized representative of any Party may request aid and assistance (in such capacity, a "Requesting Party") from an authorized representative of any other Party (in such capacity, a "Responding Party"). Requests for assistance may be made orally or in writing. The authorized representative(s) of the Responding Party shall evaluate the request and, as soon as reasonably practicable, notify the Requesting Party whether the Responding Party is able and/or willing to provide the requested assistance; all such determinations shall be made in the sole and unilateral discretion of the Responding Party. In the event a Responding Party agrees to provide the requested assistance, the Requesting Party and the Responding Party shall complete a memorandum of assistance in substantially the form attached hereto as Exhibit A (each, a "Memorandum") to document the specific terms and conditions of the applicable provision of aid or assistance. At the sole discretion of the Responding Party, the requirement to complete this Memorandum may be waived, and the reimbursement provisions shall be agreed to orally. For purposes of this Agreement, an "authorized representative" of a Party shall mean an employee or officer of a Party who is authorized, on behalf of such Party, to request or offer assistance or to withdraw or refuse to offer assistance.

(b) Direction and Control of Responding Party Employees. Employees of a Responding Party provided under this Agreement will be under the direction and control of the Requesting Party. The Requesting Party's designated supervisor(s) must keep accurate records of time expended and work performed by such employees during the period of assistance.

(c) Withdrawal of Assistance. The Responding Party's authorized representative shall have the right, in such authorized representative's sole and absolute discretion, to withdraw some or all of its resources and/or employees at any time for any reason, without further obligation or liability to the Requesting Party.

(d) Insurance. Each Party to this Agreement shall maintain insurance or a self-insurance program that covers activities that it may undertake pursuant to this Agreement. Upon request of the Responding Party, the Requesting Party shall provide to the Responding Party such proof of insurance as is reasonably acceptable to the Responding Party.

3. Cost Reimbursement.

(a) Labor. The Requesting Party shall reimburse the Responding Party for all direct and indirect labor costs of any employees provided by the Responding Party, such labor costs to include, but not be limited to, any such employee's applicable salary or hourly wage plus all indirect benefit compensation factors. Each Party shall be responsible for providing and administering worker's compensation benefits for its employees

(b) Equipment. Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at the rate set forth on the applicable Memorandum. Unless otherwise expressly provided on the applicable Memorandum, the equipment rate shall not include fuel, lubrication, transportation or loading/unloading of provided equipment, each of which shall either be provided by the Requesting Party or reimbursed by the Requesting Party to the Responding Party at the Responding Party's actual cost as specifically detailed in the Responding Party's invoice to the Requesting Party. At the option of the Responding Party, equipment may be provided with an operator.

(c) Return of Equipment. All equipment shall be returned to the Responding Party as soon as practicable and reasonable under the circumstances or, at the latest, within twenty-four (24) hours after

receipt by the Requesting Party of the Responding Party's oral or written request for return of equipment.

(d) Damage to Equipment. In the event equipment is damaged while being dispatched to the Requesting Party, or while in the custody and use of the Requesting Party, the Requesting Party shall reimburse the Responding Party for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, the Requesting Party shall reimburse the Responding Party for the cost of replacing such equipment that is of at least equal value and functionality as determined by the Responding Party. If the Responding Party must lease a piece of equipment while the Requesting Party equipment is being repaired or replaced, the Requesting Party shall reimburse the Responding Party for such lease cost.

(e) Supplies. The Requesting Party shall reimburse the Responding Party in kind or at actual replacement cost for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition shall not be charged to the Requesting Party and no rental fee shall be charged. Supplies that are returned to the Responding Party with damage shall be treated as expendable supplies for purposes of cost reimbursement.

(f) Invoicing. The Responding Party shall provide an itemized invoice to the Requesting Party for the expenses incurred in providing assistance under this Agreement not later than thirty (30) days after the end of the month in which assistance is provided. The Responding Party may request additional time within which to submit any invoice and the Requesting Party shall not unreasonably withhold its written consent to such request.

(g) Payment. The Requesting Party shall reimburse the Responding Party within thirty (30) days from the receipt of each invoice. The Requesting Party may request additional time within which to pay any invoice and the Responding Party shall not unreasonably withhold its written consent to such request; provided, however, that no invoice shall be paid later than ninety (90) days after the date such invoice is submitted to the Requesting Party.

4. Indemnification; Notice; Tort Claims.

(a) Indemnification. Each Party (in such capacity, "Indemnitor") shall indemnify, defend (with legal counsel acceptable to the indemnified party) and hold harmless each other Party (in such capacity, and including such Party's successors, assigns, officers, directors, employees, agents, representatives, subsidiaries and affiliates, "Indemnitees") from and against any and all claims, causes of action, liabilities, losses, damages or expenses of every type and/or nature arising out of or relating to the acts, failures to act or other conduct of Indemnitor and/or parties for whose acts, failures to act or other conduct Indemnitor is legally responsible (collectively, the "Indemnitor Parties"). This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by any Indemnitor Party (even coverage for any one or any combination of the Indemnitees' sole active negligence). For purposes of this Agreement, while any employees or agents of a Responding Party are performing work or otherwise rendering services to a Requesting Party, those agents or employees shall be deemed to constitute agents and employees of the Requesting Party for purposes of this Section 4(a) and any acts or omissions of said agents or employees shall be imputed to the Requesting Party.

(b) Notice. Each Party shall provide written notice of any claim or potential claim of which such Party becomes aware to each other Party who has or may have an indemnity obligation under this Agreement with respect to such claim or potential claim.

(c) Tort Claims. Each Party intends that this Agreement shall in no way abrogate or constitute a waiver of any immunity or defense available to it under California law, including, without limitation, any and all claim presentation requirements created by the California Tort Claims Act (California Government Code § 810, et seq.).

5. **Miscellaneous.**

(a) **Records: Confidentiality.** Authorized representatives of each Party shall have access to the other's books, documents, notes, reports, papers and records to the extent reasonably necessary for the purpose of reviewing the accuracy of any invoice(s) rendered for assistance provided under this Agreement. Each Party hereto agrees to keep confidential any such records or other information obtained by such Party as a result of its participation in this Agreement, including, but not limited to, any map, report, notes, papers, opinions or e-mail which relates to the system vulnerabilities of any other Party to this Agreement.

(b) **Effective Date.** This Agreement shall take effect on the Effective Date with respect to _____ and on each other Party's applicable Party Effective Date with respect to each such other Party.

(c) **Termination.** Any Party may withdraw from this Agreement by providing written notice to the other Parties. Any withdrawing Party's duty to reimburse any other Party for assistance rendered and any indemnity obligation of such withdrawing Party for any claims for damages accruing prior to such Party's withdrawal from this Agreement shall survive such withdrawal.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof.

(e) **Entire Agreement; Modification; Waiver.** This Agreement and, with respect to each applicable Responding Party and Requesting Party, each Memorandum of Assistance entered into hereunder, contain the entire agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations and warranties regarding the subject matter hereof between any Parties other than those set forth or referred to herein. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Parties hereto. Any Party hereto may, only by an instrument in writing, waive compliance by any other Party hereto with any term or provision of this Agreement. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Photocopies, facsimiles and PDF files of any signed counterpart of this Agreement are effective and valid for any and all purposes as if they were the original signed copy.

(g) **No Third Party Beneficiaries.** Nothing in this Agreement or any ancillary documents, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

(h) **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions shall not be affected.

[THE NEXT PAGE IS THE SIGNATURE PAGE – create as necessary]



STAFF REPORT
HARBOR DISTRICT MEETING
July 14, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: July 7, 2022

TITLE: Consideration of Permit No. 2021-01 Reissuance for Humboldt County Bay Trail South and Adoption of Resolution No. 2022-08

STAFF RECOMMENDATION: Approve re-issuance of Permit No. 2021-01 for County of Humboldt's Humboldt Bay Trail South Project ("Project") through July 31, 2023 with the allowance of up to four (4), one (1)-year extensions granted administratively and adopt Resolution No. 2022-08.

SUMMARY: The proposed project is an approximately 4.2-mile paved path situated primarily along the Highway 101 and railroad corridor from the Eureka Slough Area to the Bracut Industrial Park. The District-issued permit expired in April of 2022. This action is to re-issue the permit under the same conditions as the original approval. All components of the project are the same as under the original issuance.

DISCUSSION: The County of Humboldt submitted Permit Application 2021-01 for a 4.25-mile multi-use trail segment along the Highway 101 safety corridor. The proposed trail segment would complete the Humboldt Bay Trail from Eureka to Arcata. The County of Humboldt is the California Environmental Quality Act (CEQA) Lead Agency and adopted the project's CEQA Initial Study / Mitigated Negative Declaration on July 31, 2018. The Harbor District is a CEQA Responsible Agency for this project and will rely on the County's IS/MND for CEQA documentation.

The permit was approved with adoption of Resolution No. 2021-04 on April 8, 2021. The permit expired on April 8, 2022 and an extension has been requested. Since the approved permit had an expiration date but no allowance for renewal, the permit must be re-issued.

ATTACHMENTS:

- A. Resolution 2022-08
- B. County of Humboldt Extension Request
- C. Permit 2021-01 Humboldt Bay Trail South
- D. Permit Application 2020-02
- E. Trail Map

AVAILABLE AT www.humboldtby.org:

1. Humboldt Bay Trail South Initial Study and Mitigated Negative Declaration

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

RESOLUTION NO. 2022-08

**A RESOLUTION AUTHORIZING REISSUANCE OF PERMIT 2021-01 FOR THE HUMBOLDT BAY
TRAIL SOUTH**

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

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

WHEREAS, the Humboldt County Department of Public Works applied for a permit on January 13, 2021 to the Humboldt Bay Harbor, Recreation, and Conservation District for the Humboldt Bay Trail South Project "Project"; and

WHEREAS, the California Environmental Quality Act of 1970, as amended (CEQA) requires that in the approval of a project for which a mitigated negative declaration (MND) has been prepared (SCH#2018022036) the decision making body shall review said MND and make findings regarding the significant effects on the environment identified in the MND; and

WHEREAS, the Project was subject of an Initial Study and Mitigated Negative Declaration prepared by Humboldt County as the lead agency under CEQA and that MND was adopted by Humboldt County; and

WHEREAS, the Board of Commissioners certified on the 8th day of April 2021 in Resolution No 2021-04 that, acting as a responsible agency for the Project under CEQA, it considered the information contained in such MND and concurred in the analysis and conclusions set forth in said documents; and the MND for the Project was, by that reference, incorporated into that Resolution; and, through that resolution, approved Humboldt Bay Harbor District Permit #2021-01 with termination date of 8th day of April, 2022;

WHEREAS, the project has not changed from the project description approved in the above MND and District permit.

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

SECTION 1. That the Board of Commissioners (1) continues to concur with the analysis and conclusions set forth in the formerly adopted MND along with other information in the record and (2) continues to find that the MND prepared for the Project was completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA and (3) continues to find that the MND represents the independent judgment and analysis of the Humboldt Bay Harbor District as a responsible agency for the Project.

SECTION 2. That the Board of Commissioners does hereby re-issue Permit 2021-01 through the 31st day of July, 2023 with an allowance of four (4), one (1) year extensions granted administratively.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Richard Marks, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2022-08** entitled,

RENEWAL OF PERMIT 2021-01 FOR THE HUMBOLDT BAY TRAIL SOUTH

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of July 2022**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of July 2022**.

Richard Marks, Secretary
Board of Commissioners

Doug Saucedo

From: Seemann, Hank <HSeemann@co.humboldt.ca.us>
Sent: Monday, June 13, 2022 3:58 PM
To: Doug Saucedo
Cc: Rob Holmlund
Subject: RE: development permit

Follow Up Flag: Follow up
Flag Status: Completed

Hi Doug-

Humboldt County Public Works requests an extension of permit 2021-01 for the Humboldt Bay Trail South project. We anticipate beginning construction in 2023 and completing construction by November 1, 2024.

Thank you,
Hank

Hank Seemann
Deputy Director - Environmental Services
Humboldt County Public Works Department
1106 Second Street
Eureka, CA 95501
707-268-2680

From: Doug Saucedo <dsaucedo@humboldtbay.org>
Sent: Monday, June 13, 2022 3:09 PM
To: Seemann, Hank <HSeemann@co.humboldt.ca.us>
Cc: Rob Holmlund <rhollund@humboldtbay.org>
Subject: RE: development permit

Caution: This email was sent from an EXTERNAL source. Please take care when clicking links or opening attachments.

Hi Hank, in reviewing the permit item #4 states:

4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on April 8, 2022. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date.

The District is interpreting this to mean that the County needs to file for an extension. Please reply to this email stating the County's desire to extend this permit and the e-mail will be considered an application for extension.

Best regards,
Doug Saucedo, EIT, Aff.M.ASCE
Pronouns: He/Him
Natural Resources Coordinator II
Humboldt Bay Harbor District

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

PERMIT

Permit No. 2021-01

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

Permittee:

**Humboldt County Public Works
Contact: Hank Seemann
1106 Second St, Eureka, CA 95501
hseemann@co.humboldt.ca.us; 707-445-7741**

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2021-01, filed by Humboldt County Department of Public Works, hereinafter referred to as "**Permittee**", and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)** as responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination adopting the Mitigated Negative Declaration (SCH# 2018022036) and the Board of Commissioners of the **District** having on April 8, 2021, passed Resolution No. 2021-04 establishing findings relative to the Application by **Permittee** for the Humboldt Bay South Trail Project as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District** and the mitigated negative declaration referred to above.

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

The proposed project is an approximately 4.2-mile paved path situated primarily along the Highway 101 and railroad corridor from the Eureka Slough Area to the Bracut Industrial Park as more particularly described in the Application filed by **Permittee**.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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

D. California Department of Fish and Wildlife

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

3. That the mitigation measures described in the Mitigated Negative Declaration for the Humboldt Bay South Project are made conditions of this permit by reference.
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on April 8, 2022. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.
8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.

10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.
15. That this Permit is valid as of April 8, 2021 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 8th day of April 2021, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.



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

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

Humboldt County Public Works, **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorney's fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: April 19, 2021



Humboldt County Public Works



HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT



P.O. BOX 1030
Eureka, California 95502
phone (707) 443-0801
fax (707) 443-0800

PERMIT APPLICATION

Date Filed _____

General Information	For District Use
<p>1.) Name, Address, phone # and email of Developer, Project Sponsor and Legal Owner</p> <p><u>Humboldt County Department of Public Works</u> 1106 Second Street, Eureka, CA 95501 hseemann@co.humboldt.ca.us; 707-445-7741</p>	<p>A. Application No. <u>21-01</u></p> <p>Application Type:</p> <p style="text-align: right;">Franchise <input type="checkbox"/> Permit <input checked="" type="checkbox"/> Lease <input type="checkbox"/></p>
<p>2.) Address of Project and Assessor's block, lot and Parcel Number</p> <p><u>See Table 1 – Humboldt Bay Trail South Project: Right-of-Way Summary (December 4, 2020)</u></p>	<p>B. Date Received by Harbor District <u>1/12/2021</u></p>
<p>3.) Contact person Name, Address, phone #</p> <p><u>Hank Seemann, Deputy-Director (Environmental Services)</u> <u>Humboldt County Department of Public Works</u> 1106 Second Street, Eureka, CA 95501 hseemann@co.humboldt.ca.us; 707-445-7741</p>	<p>C. Date Accepted for filing by Commission</p> <p>D. Date of Public Notice</p> <p>E. Date of Environmental Compliance</p> <p>F. Date of Public Notice</p> <p>G. Date of Public Hearings</p>
<p>4.) Attach list of names and addresses of all adjoining property owners <u>See Table 2</u></p>	<p>H. Date of Commission Action</p> <p style="text-align: center;">Approval: _____ Conditional _____ Disapproval _____</p>
<p>5.) List and describe any other related Project Permits & Other Public Approvals required, including those required by City, Regional, State & Federal Agencies.</p> <p><u>See Project Description Report, Section 6.</u></p>	<p>I. Expiration Date</p>
<p>6.) Existing City/County Zoning <u>See Table 1 Right-of Way Summary</u></p>	<p>Describe in detail the proposed project: Comments</p>
<p>7.) Proposed Site Use (Project Title) <u>Humboldt Bay Trail South</u></p>	

Describe proposed project

See:

- Project Description in Initial Study/Mitigated Negative Declaration (February 2018)
- Project Description Report (September 9, 2020)
- Letter (January 11, 2021) from Humboldt County Public Works to Coastal Commission

PRE-PROJECT EELGRASS CHECKLIST

Please complete the Eelgrass Pre-project Checklist below. Note that the checklist questions relate to the Area of Potential Effect (APE) associated with your project, which incorporates a surrounding buffer inclusive of the limits of potential construction and/or maintenance-related activities that could affect eelgrass habitat. Provide a copy of the completed questionnaire along with your permit application and a map depicting the proposed project location, potential eelgrass depth range -10 to +4 feet, and benchmark eelgrass distribution in the vicinity of the proposed project. Maps should be of an appropriate scale to clearly depict the preliminary/proposed APE boundary in relation to both existing and potential eelgrass resources as provided in the Humboldt Bay Eelgrass Comprehensive Management Plan and associated webpage (humboldt-bay.org/eelgrass-management-plan). Here you'll find information and links including [eelgrass information for permit applicants](#), a [baseline eelgrass distribution map](#), and the [Humboldt Bay Eelgrass Comprehensive Management Plan](#). Contact the Harbor District office with questions (443-0801).

For New Projects:

		YES	NO
a)	Is the project located within 100 feet of previously mapped (known) eelgrass habitat?	x	
b)	Will any construction or new operational traffic occur within the vicinity of existing eelgrass?		x
c)	Is any portion of the project located in an area with depths ranging from -10 to +4 feet?	x	
d)	Does the project result in new cover, shading or other form of light reduction of open water areas ranging in depth from -10 to +4 feet?	x	
e)	Is the project anticipated to affect wind or tidal circulation patterns within the bay?		x
f)	Could the project affect ambient water temperature or clarity or result in new effluent (including stormwater) discharge point?		x
g)	Does the project result in any placement of fill, including shoreline armor?	x	
h)	Is the project anticipated to lead to an increase in boat traffic that could affect nearby eelgrass habitat through grounding, prop scarring, wake, or shading impacts?		x

For Maintenance/Repair Projects and Construction Activities:

		YES	NO
i)	Is project construction likely to increase turbidity? To what extent and for what duration? <u>CEQA mitigation measure BIO-6 specifies best management practices during construction to minimize sediment/turbidity impacts to short durations (minutes to hours).</u>	x	
j)	Will construction require the use of a barge or other vessel that may temporarily impact the bay floor (e.g. spud poles, anchoring, prop scarring, etc.) within known eelgrass habitat or within depths ranging from -10 to +4 feet?		x
k)	Will construction require the use of turbidity curtains in proximity to eelgrass habitat?		x
l)	Will project construction result in temporary shading from moored/anchored working vessel(s)? <u>Construction access via barge may occur, to be determined.</u>	Maybe	

If you responded yes to any of the questions above, your project may have the potential to affect eelgrass habitat and you'll need to conduct a preliminary eelgrass survey. Please refer to the District's [Eelgrass Management Plan webpage](#) for further guidance and a list of local agency contacts should you have additional questions.

Answer all questions completely on a separate page. If the question does not apply to your project, so indicate by marking N.A. Contact Harbor District Office with questions.

PROJECT DESCRIPTION

8. Site Size

18.45 acres

9. Square Footage

Approximately 803,680 square feet

10. Number of floors of construction

N/A

11. Amount of off-street parking provided

N/A

12. Attach plans

60% design plans are enclosed

13. Proposed scheduling

See Project Description Report, Table 1.2

14. Associated projects

- City of Arcata's Humboldt Bay Trail North (complete)
- City of Eureka's Eureka Waterfront Trail (complete)
- Caltrans Highway 101 Eureka/Arcata Corridor Improvement Project (multi-year, in progress)

15. Anticipated incremental development

Cable barrier fencing may be constructed separately from trail construction.

16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.

N/A

17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities

N/A

18. If industrial, indicate type, estimated per shift employment & loading facilities.

N/A

19. If institutional, indicate the major function, estimated per shift employment, occupancy, loading facilities, and community benefits derived from the project.

N/A

20. If the project involves a variance, conditional use or recognizing application, state this and indicate clearly why the application is required.

Humboldt County Public Works has applied to the Humboldt County Building and Planning Department for a Conditional Use Permit for placement of the trail on parcels zoned MG (industrial general) and a Special Permit for placement of the trail on parcels zoned NR (natural resources)

Are the following items applicable to the project or its effects? Answer yes or no.
Discuss all items answered yes.

21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.

No.

22. Change in scenic views or vistas from existing residential areas or public lands or roads.

Yes, the project involves removal of the northern section of Eucalyptus trees located along the Highway 101 corridor.

23. Change in pattern, scale or character of general area of project.

Yes, the project involves establishment of public access to a portion of the Humboldt Bay shoreline where it currently does not exist.

24. Significant amounts of solid waste or litter.

No.

25. Change in dust, ash, smoke, fumes or odors in vicinity.

No.

26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.

Yes, the project includes removal of the failed culverts in Brainard Slough along with railroad debris. The eroding abutments on the railroad crossing will be stabilized.

27. Substantial change in existing noise or vibration levels in the vicinity.

A. During Construction – No, acoustic impacts during pile driving will be limited.

B. During Project Utilization No.

28. Site on filled land or on slope of 10% or more.

Yes, see Project Description Report and 60% design plans. The project is situated along the railroad and Brainard levee, both of which were placed on filled tidelands.

29. Use of disposal or potentially hazardous materials, such as toxic substances, flammable or explosives.

No.

30. Substantial change in municipal services demand (police, fire, water, sewage, etc.)

No.

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).

No, the project will enable a reduction in vehicle miles traveled and greenhouse gas emission by enabling non-motorized transportation between Eureka and Arcata.

32. Relationship to larger project or series of projects

Project will connect Humboldt Bay Trail North (complete) to the Eureka Waterfront Trail (complete).

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site. Photos will be accepted.

See the following documents:

- Project Description Report (Humboldt County, September 9, 2020)
(Attachment 2 contains a photolog)
- Bird Use Monitoring Report (Sean McAllister, June 3, 2020)
- Historical Resources Evaluation Report (Caltrans et al, March 2018)
- Natural Environment Study (GHD, March 2018)
- Biological Assessment (Caltrans, February 2018)
- Initial Study/Mitigated Negative Declaration (GHD, February 2018)
- Technical Memorandum: Botanical Survey (GHD, November 2017)

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.) intensity of land use (one-family, apartment houses, shops, department stores, etc.) and the scale of development (height, frontage, set-back, rear yard, etc.) Attach photographs of the vicinity. Photos accepted.

The project corridor is bordered to the west by Humboldt Bay and the east by Highway 101. Industrial uses at the California Redwood Company and Bracut Industrial Park are also adjacent to the project. See Project Description Report.

----- Questions 35; and 36 MUST BE ANSWERED! -----

35. How will the proposed use or activity promote the public health, safety, comfort, and convenience?

See Section 1.3 (Purpose and Need) and Section 2.1 (Regional and Local Planning) in the Project Description Report.

35. How is the requested grant, permit, franchise, lease, right, or privilege required by the public convenience and necessity?

A dedicated bicycle and pedestrian trail between Eureka and Arcata has been a regional priority for nearly 20 years and is identified as a priority project in the Regional Transportation Plan (HCAOG 2017). The primary purpose of the project is to improve safety and connectivity for non-motorized and motorized travelers between the communities of Eureka and Arcata. The project would reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the Highway 101 Corridor and increase mobility options between the communities of Arcata and Eureka.

37. Financial statement:

A. Estimated project cost. \$16.5 million for construction

B. How will the project be financed? Grants from California Transportation Commission, Coastal Conservancy, Caltrans

38. Describe fully directions necessary to arrive at project site.

The project can be accessed from Highway 101, the Bracut Industrial Site, or the California Redwood Company property. Please coordinate all access via private property via Hank Seemann (applicant).

39. The Applicant agrees to as a condition of the permit being issued, to indemnify and hold harmless the Humboldt Bay, Harbor Recreation and Conservation District from any and all claims, demands, or liabilities for attorneys' fees obtained from or against demands for attorney's fees, costs of suit, and costs of administrative records made against District by any and all third parties as a result of third party environmental actions against District arising out of the subject matter of this application and permit, including, but not limited to, attorney's fees, costs of suit, and costs of administrative records obtained by or awarded to third parties pursuant to the California Code of Civil Procedure Section 1021.5 or any other applicable local, state, or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims for attorneys' fees and costs of administrative records in connection with the subject matter of this application and permit

NOTE

The District hereby advises the Applicant that, under California Public Resources Code (PRC) Section 21089, the District when a lead agency under the California Environmental Quality Act (CEQA) of 1970, as amended, pertaining to an Environmental Impact Report (EIR) or a Negative Declaration (MND/ND) may charge and collect from the Applicant a reasonable fee in order to recover the estimated costs incurred by the District in preparing an EIR or MND/ND for the project and the procedures necessary for PRC compliance on the Applicants project.

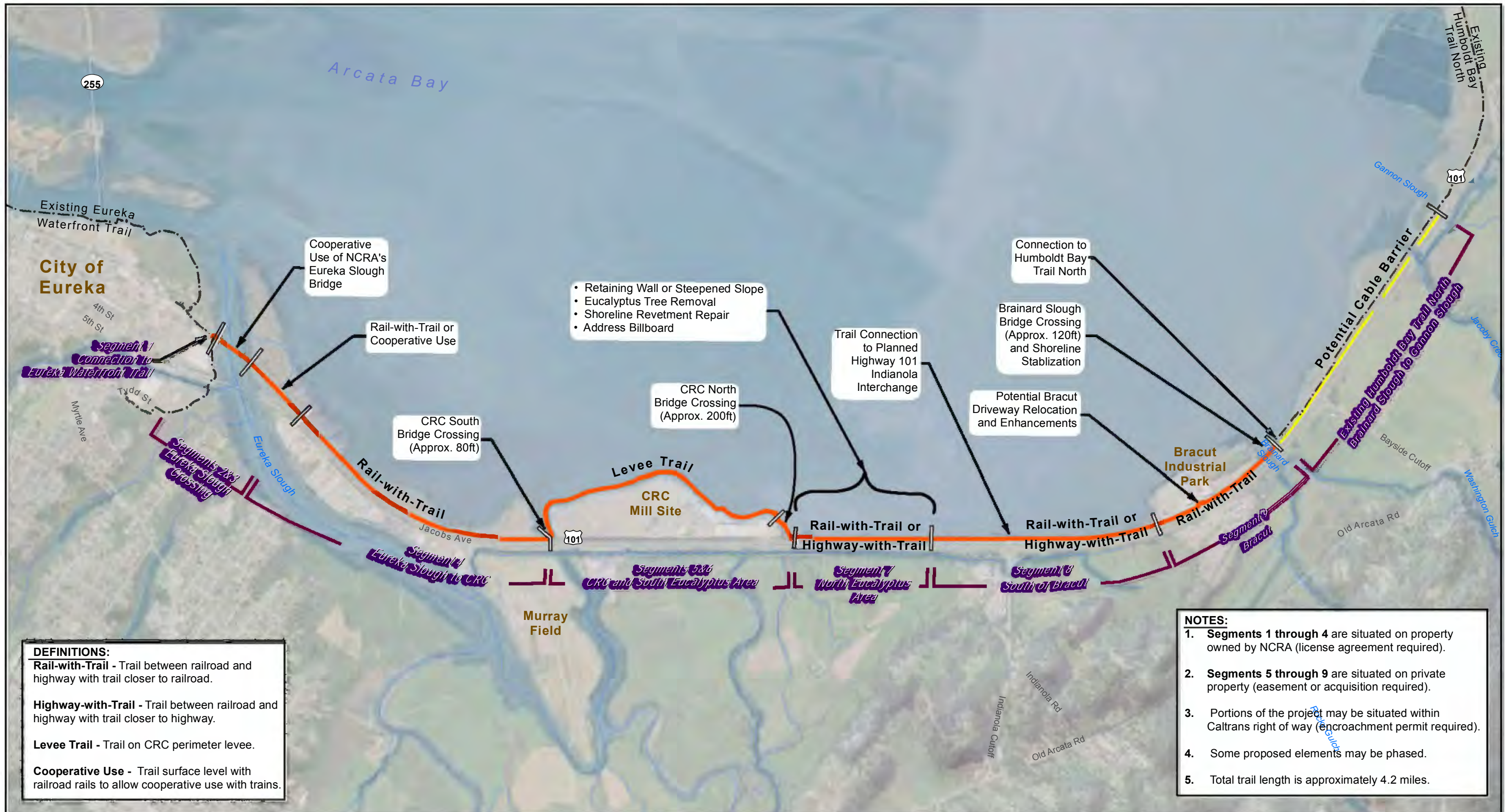
In the event your project contains an analysis of issues pertaining to CEQA, for which District staff is not competent to independently review, or District requires the same in preparation of an EIR or MND/ND for the project, the District may retain a reviewing consultant to evaluate the content of the Administrative-Draft EIR and Final EIR or MND/ND with respect to these issues. The cost of such reviewing consultant services shall be borne by the Applicant.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. And I agree to indemnify the District as described in part 39 of this application.



Dated: January 13, 2021

For Humboldt County Public Works



DEFINITIONS:
Rail-with-Trail - Trail between railroad and highway with trail closer to railroad.
Highway-with-Trail - Trail between railroad and highway with trail closer to highway.
Levee Trail - Trail on CRC perimeter levee.
Cooperative Use - Trail surface level with railroad rails to allow cooperative use with trains.

NOTES:
1. Segments 1 through 4 are situated on property owned by NCRA (license agreement required).
2. Segments 5 through 9 are situated on private property (easement or acquisition required).
3. Portions of the project may be situated within Caltrans right of way (encroachment permit required).
4. Some proposed elements may be phased.
5. Total trail length is approximately 4.2 miles.

<p>Paper Size 11" x 17" (ANSI B)</p> <p>0 750 1,500 2,250 3,000</p> <p>Feet</p> <p>Map Projection: Lambert Conformal Conic Horizontal Datum: North American 1983 Grid: NAD 1983 StatePlane California I FIPS 0401 Feet</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Humboldt Bay Trail South Cable Railing - Humboldt Bay Trail North Existing Trail Project Segment Segment Break 	<p>ABBREVIATIONS</p> <ul style="list-style-type: none"> CRC California Redwood Company NCRA North Coast Railroad Authority 	<p>Humboldt County Public Works Department Humboldt Bay Trail - Bay Trail South (Eureka to Bracut)</p> <p>Job Number 11110166 Revision E Date 30 Jan 2018</p>
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Proposed Trail Alignment and Key Components

Figure 2