

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

DATE: December 8, 2022

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

PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at (707) 443-0801 at least 24 hours in advance of the meeting.

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

2. Public Comment

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

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Terms of potential acquisition and/or lease of real property on the Samoa Peninsula, Humboldt County, with Assessor's Parcel Numbers, 401-112-021 and 401-112-024 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and payment terms.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.
- c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

Agenda for December 08, 2022 Regular Board Meeting

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Appointment of Board Secretary

Recommendation: Staff recommends the Board appoint Stephen Kullmann as Secretary of the Board of Commissioners for the remainder of the term as a replacement for the vacancy left by Richard Marks.

Summary: Officers of the Board of Commissioners are elected annually in January. Due to the departure of Richard Marks, the Board Secretary position has been left vacant and is necessary for authorizing Resolutions.

8. 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.

9. Consent Calendar

- a) Adopt Minutes for November 10, 2022 Regular Board Meeting
- b) Receive District Financial Reports for September 2022
- c) Direct Staff to Implement Previously Approved Salary Step and Wage Classification
- d) Approve Purchase Order 1877 in the amount of \$12,450 for Playground Chips purchased under the Clean California Grant Agreement (entire amount will qualify for reimbursement)

10. 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

11. Unfinished Business - NONE

12. New Business

a) Receive a Status Report on the New Terminal Project and Introduce Crowley Wind Services, Inc.

Recommendation: Staff recommends the board receive a report.

b) Consider Authorizing the Executive Director and District Council to Negotiate and Execute a Compensation Agreement with the City of Arcata Community Development Agency Successor Agency

Recommendation: Staff Recommends that the Board: Direct the Executive Director and District Council to negotiate and execute a Compensation Agreement based on the general terms outline in the City's proposal.

Summary: The purpose of the Agreement is to provide the affected Taxing Entities monetary compensation for former Redevelopment Agency properties after the dissolution of the Agencies by the State of California. The intent of the legislation was to liquidate assets and transfer the funds to the Taxing Entities. Specifically, the legislation states that through Compensation Agreements, affected entities receive a proportional share of the agreed value for the retained properties (based on each entities' tax share).

c) Exercise of Option to Assume from the Humboldt Development Association, the Purchase and Sale of APN# 401-031-083 from the Samoa Pacific Group

Recommendation: Staff recommends the board receive a report and

1. Approve the assumption of the Purchase and Sale Agreement from the Humboldt Bay Development Association (HBDA).
2. Direct Staff to implement the Earnest Money Funding Agreement.
3. Direct Staff to execute the Addendum to Agreement for the Purchase and Sale of Real Property.
4. Authorize the Executive Director to sign and the District's Attorney to draft all other documents as may be necessary to complete the transaction and close escrow under the terms outlined in the agreements.

Summary: In preparation for the Development of the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal, HBDA entered into a Purchase and Sale Agreement to acquire approximately 35 acres of Coastal Dependent Lands for the development of the Heavy Lift Terminal. The HBDA and the District also entered into the Earnest Money Funding Agreement where the District agreed to participate, initiate the transaction, and open the escrow. Pursuant to Section 8.5 of the Purchase Agreement, HBDA intends to assign its rights under the agreement to the District so it may complete the acquisition.

Agenda for December 08, 2022 Regular Board Meeting

d) Consider Approval of the Second Amendment to the Employment Agreement with Larry Oetker as Executive Director

Recommendation: Staff Recommends that the Board: Consider any Salary Adjustments or other modifications to the Agreement and then approve the Second Amendment.

Summary: Larry Oetker has been the Executive Director since December 8, 2018. The proposed amendment will expire on December 31, 2023.

e) Consider Approval of the 1st Amendment to the Employment Agreement with Chris Mikkelsen as Deputy Executive Director

Recommendation: Staff Recommends that the Board: Consider modifications to the Agreement and then approve the First Amendment.

Summary: Chris Mikkelsen has been the Director of Facilities Maintenance since July 23, 2019. The proposed amendment will expire on December 31, 2025.

13. Future Agenda Items

14. Adjournment

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

November 10, 2022

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M., Regular Session met at 6:00 P.M. both via video conference with a teleconference option.

CLOSED SESSION – 5:00 P.M.

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

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential acquisition and/or lease of real property on the Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-112-021 and 401-112-024 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and payment terms.

- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

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

REGULAR SESSION – 6:03 P.M.

ROLL CALL

PRESENT: DALE
 KULLMANN
 MARKS
 NEWMAN

ABSENT: HIGGINS

QUORUM: YES

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Bobby Alvera, Jr., Patrick Hooven, Cherie Marini, Scott Frazer, James McBeth, Chelsey Rios, Lori DeVoist, Eric Christen, Nicole Goehring, Pamela Schaal, Rick Sousa and Tim Hooven.

PLEDGE OF ALLEGIENCE

CONSENT CALENDAR

- a) Adopt Minutes for October 13, 2022 Regular Board Meeting
 - b) Adopt Minutes for October 27, 2022 Special Board Meeting
 - c) Receive District Financial Reports for August 2022
 - d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- COMMISSIONER MARKS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-D.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, KULLMANN, MARKS, NEWMAN
Noes: NONE
Absent: HIGGINS
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. District Counsel gave a Report.
- d) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.
- e) Correspondence Received
 - I. Official ballot results received for LAFCo’s Independent Special District Election.

UNFINISHED BUSINESS - NONE

NEW BUSINESS

- a) **Consider Adopting Resolution 2022-14: Certifying an Environmental Impact Report (EIR) Previously Adopted by the County of Humboldt and Establishing Findings Relative to and Approving Harbor District Permit 2022-02 with Conditions for the Humboldt Bay Master Water Intakes**
 - I. Executive Director recommended the item be pulled from the agenda and discussed at a later date.
 - II. Chair Dale opened the item to public comment. Scott Frazer commented.
 - III. Chair Dale pulled the item from the agenda.

b) Authorize the Executive Director to negotiate and enter into an Agreement for Bond Counsel Services to support the Dredging of Woodley Island Marina

- I. District Staff and 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 NEWMAN MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR BOND COUNSEL SERVICES TO SUPPORT THE DREDGING OF WOODLEY ISLAND MARINA.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: HIGGINS

Abstain: NONE

c) Discuss Re-Opening Future Board Meetings to the Public

- I. Executive Director and District Counsel 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 KULLMANN MOVED TO REOPEN BOARD MEETINGS TO THE PUBLIC STARTING ON DECEMBER 8, 2022.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: HIGGINS

Abstain: NONE

d) Consider Adopting Resolution 2022-15, A Resolution Commending Richard Marks for His Service as Commissioner of the Humboldt Bay Harbor, Recreation and Conservation District

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Scott Frazer and Rick Sousa commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2022-15, A RESOLUTION COMMENDING RICHARD MARKS FOR HIS SERVICE AS COMMISSIONER OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, KULLMANN, NEWMAN

Noes: NONE

Absent: HIGGINS

Draft Minutes for November 10, 2022 Regular Board Meeting

Abstain: MARKS

ADJOURNMENT – 7:11 P.M.

APPROVED BY:

RECORDED BY:

Secretary of the Board of Commissioners

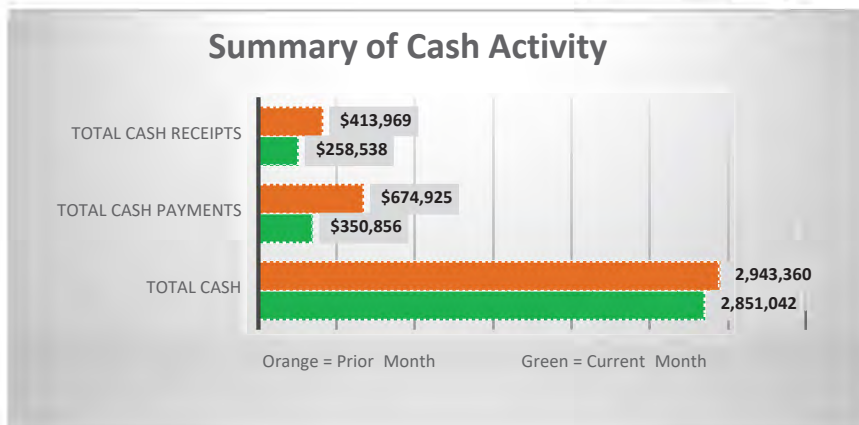
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended September 30, 2022 and August 31, 2022

	<u>9/30/22</u>	<u>8/31/22</u>
<u>Account Balances</u>		
Checking	\$ 19,487	\$ 117,079
Savings	1,826,818	1,821,632
County Treasury	1,002,941	1,002,941
Cash on hand	1,796	1,708
Total Cash	<u>2,851,042</u>	<u>2,943,360</u>
Less: Restricted cash for Marina surcharges	<u>(1,683,609)</u>	<u>(1,634,560)</u>
Unrestricted Cash	<u>1,167,433</u>	<u>1,308,800</u>
Less: Unexpended grant proceeds and Nordic Aquafarms deposit included in cash above	<u>(1,313,121)</u>	<u>(1,323,843)</u>
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	<u>(145,688)</u>	<u>(15,043)</u>
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 2,943,360	\$ 3,204,316
Monthly Deposits	258,538	413,969
Monthly Payments	<u>(350,856)</u>	<u>(674,925)</u>
Balance, End of Month	<u>\$ 2,851,042</u>	<u>\$ 2,943,360</u>
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Woodley Island Marina maintenance dredging		\$ 89,096
Humboldt Bay Development Assoc lease payment		53,733
Third payroll in month	\$ 26,068	
Tenera Environmental Inc.	10,708	35,095
Moffat & Nichol expenditure		<u>230,999</u>
Sub-total, Significance/Unusual Expenses	<u>36,776</u>	<u>408,923</u>
General operating expenses and other misc. expense	314,080	266,002
Total Cash Payments	<u>\$ 350,856</u>	<u>\$ 674,925</u>
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Interest Payment on NMTC note receivable	\$ 40,187	
Nordic Aquafarms payment		\$ 98,015
Chevron Products payment		<u>48,750</u>
Sub-total, Significant/Unusual Revenues	<u>40,187</u>	<u>146,765</u>
General revenues	218,351	267,204
Total Cash Receipts	<u>\$ 258,538</u>	<u>\$ 413,969</u>



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Humboldt Bay Harbor, Recreation & Conservation District Balance Sheet

12/02/22

As of September 30, 2022

Accrual Basis

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	68.11
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	14,271.46
10200.1 · Cash in PNC, Checking	5,215.04
10400 · CASH IN COUNTY - FUND 2720	967,421.63
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	1,752,345.64
10700.1 · Cash in bank, Water PNC	74,472.57
10901 · UNEXPENDED MARINA SURCHARGES	1,683,609.27
10903 · RESTRICTED CASH	-1,683,609.27
Total Checking/Savings	2,850,443.33
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,465,187.16
Total Accounts Receivable	1,465,187.16
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-336,132.88
12200 · TAXES RECEIVABLE	300,000.00
12300 · INTEREST RECEIVABLE	14,993.32
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	117,754.19
12900 · Accounts Receivable FSM	-1,025.38
1499 · Undeposited Funds	532.41
Total Other Current Assets	5,945,496.66
Total Current Assets	10,261,127.15
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	1,319,433.62
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	-18,513,994.17
Total CAPITAL ASSETS, NET	10,287,804.49
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,345,400.24
Other Assets	
18700 · Deferred Lease Asset	3,360,381.00
19000 · Deferred Outflows of PERS	293,553.00
Total Other Assets	3,653,934.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

12/02/22

As of September 30, 2022

Accrual Basis

	Sep 30, 22
TOTAL ASSETS	24,260,461.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	496,625.79
Total Accounts Payable	496,625.79
Credit Cards	
20112 · US Bank Visa	5,133.30
Total Credit Cards	5,133.30
Other Current Liabilities	
Payroll tax & Withholding Liab	
21300 · STATE UNEMPLOYMENT TAX	114.30
21600 · PERS CARE/MEDICAL INSURANCE	3,342.96
21700 · PERS RETIREMENT	-0.93
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	3,531.09
20100 · LEASE PAYABLE TO HBDA	-783.00
20200 · NOTES PAYABLE	327,959.14
20400 · ACCRUED WAGES PAYABLE	33,725.81
20500 · ACCRUED INTEREST	34,321.79
20600 · ACCRUED VACATION PAYABLE	43,583.71
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,640.00
20802 · PLUG DEPOSITS ON HAND	1,170.00
20803 · SLIP DEPOSITS ON HAND	55,590.06
20804 · STORAGE DEPOSITS	3,806.15
20806 · LEASE SECURITY DEPOSIT	138,079.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,925.00
Total 20800 · DEPOSITS ON HAND	221,960.89
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
27201 · Deferred Inflows - OPEB	29,113.00
28000 · DEFERRED INCOME	159,055.45
28400 · DEFERREDINCOMECalTrans Spartina	1,273,120.59
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	6,815,204.70
Total Current Liabilities	7,316,963.79
Long Term Liabilities	
24001 · Gound Lease Amortization	-394,345.31
24003 · Groundlease Current Offset	-60,092.31
25500 · OPEB Liability	186,792.00
25700 · BOND PAYABLE 2014 REFINANCING	1,855,228.36
25800 · BBVA Loan Payable	1,009,728.58
25900 · LESS CURRENT PORTION	-327,959.14
27000 · Net Pension Liability	577,703.00
27200 · Deferred Inflows of PERS	590,149.00
27202 · Deferred Inflows - Leases	3,333,727.00
Total Long Term Liabilities	6,770,931.18
Total Liabilities	14,087,894.97
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,404,911.59
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	-49,049.31

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

12/02/22

As of September 30, 2022

Accrual Basis

	<u>Sep 30, 22</u>
30900 · RESTRICTED FUND BALANCE - Other	1,634,559.85
Total 30900 · RESTRICTED FUND BALANCE	1,585,510.54
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-1,711,555.09
31201 · General Fund-Change is Restrict	49,049.31
31200 · GENERAL FUND BALANCE - Other	1,059,133.67
Total 31200 · GENERAL FUND BALANCE	-603,372.11
3900 · RETAINED EARNINGS	-282,370.55
Net Income	67,886.95
Total Equity	10,172,566.42
TOTAL LIABILITIES & EQUITY	<u>24,260,461.39</u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/02/22

September 2022

Accrual Basis

	Sep 22	Jul - Sep 22
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	14.00
Total Donations	0.00	14.00
Dredging Revenue		
41318 · Dredging Surcharge - T	18,066.87	56,669.06
Total Dredging Revenue	18,066.87	56,669.06
Fees		
40108 · PERMITS-T	1,100.00	1,850.00
40808 · Pilotage Services - T	0.00	150.00
41308 · Moorage - T	10.64	10.64
41308.1 · Poundage - T	1,017.75	1,017.75
41818 · Late Charges/Interest - T	850.00	2,125.00
41819 · Late Charges/Interest - NT	25.00	725.00
45608 · Chevron - Ports O&M - T	8,087.50	8,087.50
Total Fees	11,090.89	13,965.89
Float Replacement Account		
41418 · Float Replacement	7,336.96	22,831.70
Total Float Replacement Account	7,336.96	22,831.70
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	108,586.63	5,944.50
Total Harbor Grants	108,586.63	5,944.50
Total Grant Revenue	108,586.63	5,944.50
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	13,733.00	38,636.88
Total Harbor Surcharge	13,733.00	38,636.88
Interest Revenue		
43108 · Interest Income - T	1,737.88	4,860.57
43109 · Interest Income - NT	29,604.00	85,560.00
Total Interest Revenue	31,341.88	90,420.57
Other Revenue		
45908 · Other Revenue - T	0.00	5.00
45909 · Other Revenue - NT	2,112.22	6,213.90
Total Other Revenue	2,112.22	6,218.90
Rent Income		
40218 · Slip Rents - T	49,825.80	150,933.55
40318.1 · Transient Rentals - T	7,628.96	15,892.79
40518 · Equipment Rent - T	0.00	380.00
40809 · Yard Rent - NT	1,021.20	3,063.60
41108 · Rents, Tidelands Leases - T	25,421.42	84,353.02
41309 · Storage - NT	4,499.27	12,275.81
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	15,023.07
41409 · Upland Rent - NT - Other	61,734.32	183,451.39
Total 41409 · Upland Rent - NT	66,742.01	198,474.46
Total Rent Income	155,138.66	465,373.23
Sales		
40119 · Concession Sales - NT	660.25	1,902.75

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/02/22

September 2022

Accrual Basis

	Sep 22	Jul - Sep 22
Total Sales	660.25	1,902.75
Tax Revenue		
43509 · Property Tax Revenues	86,970.00	300,000.00
Total Tax Revenue	86,970.00	300,000.00
Utility Surcharge		
40409 · Utility Surcharge - NT	6,266.21	17,975.63
40418 · Utility Surcharge, Marina Dock	3,048.16	11,047.66
Total Utility Surcharge	9,314.37	29,023.29
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	0.00	147.59
Total Income	444,351.73	1,031,183.36
Gross Profit	444,351.73	1,031,183.36
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	6,088.50	7,093.50
52508 · Accounting Fees - NT	2,029.50	3,197.00
Total Accounting/Auditing Services	8,118.00	10,290.50
Advertising & Promotion		
51008 · Advertising & Promotion - T	284.95	284.95
Total Advertising & Promotion	284.95	284.95
Communications		
51400 · Communications - NT	2,141.10	7,876.38
51408 · Communications - T	404.37	3,029.74
Total Communications	2,545.47	10,906.12
Conference & Meetings		
51500 · Conferences & Meetings - NT	516.87	1,757.51
51508 · Conferences & Meetings - T	206.11	-283.41
Total Conference & Meetings	722.98	1,474.10
Dredging Expense		
56708 · Dredging - GT	360.00	1,205.00
56718 · Dredging - MT	0.00	4,995.00
Total Dredging Expense	360.00	6,200.00
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	909.38	909.38
51608 · Dues & Subscriptions - T	125.25	125.25
Total Dues, Subscriptions & Licences	1,034.63	1,034.63
Engineering Services		
52400 · Engineering Fees - NT	2,383.75	5,953.79
52408 · Engineering Fees - T	7,336.25	12,447.50
Total Engineering Services	9,720.00	18,401.29
Fuel		
50400 · IMPUTED AUTO VALUE G/A	180.00	420.00
51200 · Automotive, Fuel- NT	357.46	3,099.63
51208 · Vessel Fuel	261.93	861.85
51218 · Automotive, Fuel - T	477.32	3,400.44
Total Fuel	1,276.71	7,781.92
Grant Expenses		
Conservation Grant Expenses		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/02/22

September 2022

Accrual Basis

	Sep 22	Jul - Sep 22
54408.3 · Conservation Grant Exp	0.00	5,000.00
Total Conservation Grant Expenses	0.00	5,000.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	83,696.86	83,726.86
Total Harbor Grant Expenses	83,696.86	83,726.86
Total Grant Expenses	83,696.86	88,726.86
Insurance		
51800 · Insurance - NT	2,762.89	20,585.39
51808 · Insurance - T	1,286.18	3,700.43
51810 · INSURANCE M/A	4,267.81	4,267.81
51819 · INSURANCE M/NT		
53109.3 · Fields Landing Insurance	1,158.66	1,158.66
53209.1 · Shelter Cove Insurance	721.89	721.89
Total 51819 · INSURANCE M/NT	1,880.55	1,880.55
Total Insurance	10,197.43	30,434.18
Interest Expense		
55108 · Interest Expense - T	3,310.00	12,468.00
55109 · Interest Expense - NT	6,888.92	23,601.98
Total Interest Expense	10,198.92	36,069.98
Legal Services		
52300 · Legal Fees - NT	35,494.00	40,051.37
52308 · Legal Fees - T	5,836.50	7,355.63
Total Legal Services	41,330.50	47,407.00
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	494.69	2,350.04
52710 · Repairs & Maint, Equip - NT	448.22	876.39
52718 · Repairs & Maint, Equip - T	2,376.78	7,688.50
Total Maintenance - Equipment	3,319.69	10,914.93
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	3,633.86	18,829.31
52709 · REPAIRS & MAINTENANCE G/NT	16.37	16.37
52719 · Repairs & Maint, Facilities - N	6,923.68	25,961.81
Total Maintenance - Facilities	10,573.91	44,807.49
Maintenance - IT		
57008 · Maintenance, IT Equip - T	287.50	924.50
57009 · Maintenance, IT Equip - NT	810.57	1,380.16
Total Maintenance - IT	1,098.07	2,304.66
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	100.23
52010 · Maintenance Supplies - NT	1,393.81	4,486.53
Total Maintenance Supplies	1,393.81	4,586.76
Office Supplies		
51900 · Office Supplies - NT	3,124.54	10,508.88
51908 · Office Supplies - T	506.42	1,877.73
51918 · OFFICE EXPENSE M/T	20.51	61.01
Total Office Supplies	3,651.47	12,447.62
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	0.00	0.00
52110 · OUTSIDE SERVICES M/A	215.00	616.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/02/22

September 2022

Accrual Basis

	Sep 22	Jul - Sep 22
52118 · Outside Services, Other - T	1,581.00	1,581.00
Total Other Professional/Outside Serv	1,796.00	2,197.00
Permits		
51610 · Permits - NT	0.00	332.38
Total Permits	0.00	332.38
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	4,410.00
50208 · Commissioner's Salaries - T	630.00	1,890.00
Total Commissioners Fees	2,100.00	6,300.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	8,450.89	21,882.32
Total Contract Temporary Services	8,450.89	21,882.32
Payroll Burden		
50500 · Payroll Benefits, Other - NT	34,925.90	105,538.63
50508 · Payroll Benefits, Other - T	9,956.79	35,210.40
6560 · Workers' Comp	4,695.72	11,390.88
Total Payroll Burden	49,578.41	152,139.91
Salaries/Wages		
50100 · Salaries & Wages - NT	108,279.61	256,655.95
50108 · Salaries & Wages - T	129.68	129.68
Total Salaries/Wages	108,409.29	256,785.63
Total Personnel Expenses	168,538.59	437,107.86
Planning Services		
52200 · Planning Fees - NT	1,260.00	3,924.00
52208 · Planning Fees - T	3,486.38	4,156.38
Total Planning Services	4,746.38	8,080.38
Rent Expense		
54308 · Redwood Terminal 2 Lease Expens	17,650.00	50,820.18
Total Rent Expense	17,650.00	50,820.18
Small Tools		
52800 · Small Tools - NT	283.37	1,631.09
Total Small Tools	283.37	1,631.09
Utilities		
52909 · Utilities - NT	19,699.91	61,022.00
52918 · Utilities - T	5,786.08	17,278.40
53000 · Water, Sewer, & Refuse - NT	9,107.17	36,481.73
53008 · Water, Sewer, & Refuse - T	5,355.05	14,225.66
Total Utilities	39,948.21	129,007.79
55700 · Float Replacement Expense - MT	0.00	46.74
Total Expense	422,485.95	963,296.41
Net Ordinary Income	21,865.78	67,886.95
Net Income	21,865.78	67,886.95

3:34 PM

Humboldt Bay Harbor, Recreation & Conservation District

12/02/22

Account QuickReport

Accrual Basis

As of September 30, 2022

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	09/01/2022		QuickBooks Payroll Serv...	Created by Payro...	-22,288.73
Bill Pmt -Check	09/02/2022	1425	Advanced Security Syste...		-393.00
Bill Pmt -Check	09/02/2022	1426	AT&T Internet	831-000-8571 571	-896.83
Bill Pmt -Check	09/02/2022	1427	B & B Portable Toilets	RWD	-136.34
Bill Pmt -Check	09/02/2022	1428	California Redwood Co.	Red Tank 05/18-...	-2,407.79
Bill Pmt -Check	09/02/2022	1429	City of Eureka (Sewer)	2001-901804-02	-2,448.80
Bill Pmt -Check	09/02/2022	1430	City of Eureka (Water)	2001-901802-01	-6,544.52
Bill Pmt -Check	09/02/2022	1431	Coastal Business Syste...	WIM Copier Lease	-571.17
Bill Pmt -Check	09/02/2022	1432	Commercial Laundry Re...	VOID: Laundry S...	0.00
Bill Pmt -Check	09/02/2022	1433	Don's Rent-All	7197	-424.98
Bill Pmt -Check	09/02/2022	1434	Express Services, Inc.	28590512	-3,528.89
Bill Pmt -Check	09/02/2022	1435	Francotyp-Postalia	466106100	-145.66
Bill Pmt -Check	09/02/2022	1436	Humboldt Bay Solar Fun...	HB0520	-15,809.51
Bill Pmt -Check	09/02/2022	1437	Mission Uniform & Linen	299313	-164.74
Bill Pmt -Check	09/02/2022	1438	Network Help To Go	September IT Se...	-575.00
Bill Pmt -Check	09/02/2022	1439	Northern California Glove	3474	-91.93
Bill Pmt -Check	09/02/2022	1440	Pacific Gas & Electric (8...	0074698259-4	-10,958.75
Bill Pmt -Check	09/02/2022	1441	Pacific Gas & Electric (N...	2072047	-399.85
Bill Pmt -Check	09/02/2022	1442	Pintermedia LLC	HBHD - August 2...	-30.00
Bill Pmt -Check	09/02/2022	1443	Planwest Partners, Inc.	July 2022	-3,334.00
Bill Pmt -Check	09/02/2022	1444	Redwood Community Ac...	RSC 5055131	-5,000.00
Bill Pmt -Check	09/02/2022	1445	Southwest Answering Se...	7/14-8/10/2022 ...	-200.00
Bill Pmt -Check	09/02/2022	1446	Standard Insurance Com...	ST 908447 0001	-227.80
Bill Pmt -Check	09/02/2022	1447	State Water Resource C...	Simpson Timber ...	-332.38
Bill Pmt -Check	09/02/2022	1448	Commercial Laundry Re...	Laundry Soap	-175.34
Check	09/02/2022	1449	Drown, Mark	Tenant Refund	-186.60
Check	09/02/2022	1450	Farrell, Walter (Dance)	Tenant Refund	-15.00
Check	09/02/2022	1451	Johnson, Daniel James	Tenant Refund	-162.50
Bill Pmt -Check	09/02/2022	ACH	CalPERS 457 Program	457Match 09/02/...	-300.00
Liability Check	09/02/2022	ACH	CalPERS 457 Program	450348	-1,560.75
Liability Check	09/02/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,010.50
Liability Check	09/02/2022	ACH	California State Disburse...		-461.53
Liability Check	09/02/2022	ACH	State Disbursement Unit		-233.53
Bill Pmt -Check	09/02/2022	1453	Alber's Tractor & Ag Work	Mowing: WIM P...	-760.00
Liability Check	09/14/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,813.92
Liability Check	09/14/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,692.06
Liability Check	09/14/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-143.17
Liability Check	09/14/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-303.96
Check	09/14/2022	1241	Provolt, Robert M	VOID: Lost payc...	0.00
Liability Check	09/15/2022		QuickBooks Payroll Serv...	Created by Payro...	-24,310.36
Check	09/16/2022	1454	US Bank Corporate Pay...		-5,789.52
Bill Pmt -Check	09/16/2022	1455	BDI - M&S Arcata		-295.39
Bill Pmt -Check	09/16/2022		Campton Electric Supply	QuickBooks gen...	0.00
Bill Pmt -Check	09/16/2022	1456	Interstate Battery		-51.40
Bill Pmt -Check	09/16/2022	1457	101Netlink	WIM	-250.00
Bill Pmt -Check	09/16/2022	1458	ACWA JPIA	215	-25,778.31
Bill Pmt -Check	09/16/2022	1459	AT&T Phone	707 443-0800 07...	-481.44
Bill Pmt -Check	09/16/2022	1460	BT Metal Sales and Fabr...	PO 1843	-1,065.34
Bill Pmt -Check	09/16/2022	1461	CAPA	Membership Due...	-909.38
Bill Pmt -Check	09/16/2022	1462	Don's Rent-All	7197	-314.09
Bill Pmt -Check	09/16/2022	1463	Englund Marine Supply		-507.97
Bill Pmt -Check	09/16/2022	1464	Enterprise-Record, Merc...		-236.91
Bill Pmt -Check	09/16/2022	1465	Eureka Oxygen Company		-92.25
Bill Pmt -Check	09/16/2022	1466	Express Services, Inc.	28590512	-6,996.60
Bill Pmt -Check	09/16/2022	1467	Humboldt Bay Municipal ...		-1,442.79
Bill Pmt -Check	09/16/2022	1468	Humboldt Waste Manag...	WIM	-257.87
Bill Pmt -Check	09/16/2022	1469	Keenan Supply		-22.85
Bill Pmt -Check	09/16/2022	1470	Mission Uniform & Linen	299313	-607.59
Bill Pmt -Check	09/16/2022	1471	Mitchell Law Firm, LLP		-3,212.00
Bill Pmt -Check	09/16/2022	1472	Mr. Rooter Plumbing	Hydro Scrub, PO...	-704.47
Bill Pmt -Check	09/16/2022	1473	Napa Auto Parts		-346.70
Bill Pmt -Check	09/16/2022	1474	Nilsen Company	1623	-67.51
Bill Pmt -Check	09/16/2022	1475	North Coast Laboratories...	Samoa SWDS, P...	-1,581.00
Bill Pmt -Check	09/16/2022	1476	Pacific Gas & Electric (1...	Acct #06704919...	-1,874.17
Bill Pmt -Check	09/16/2022	1477	Pacific Gas & Electric (3...	6598073494-4	-192.60
Bill Pmt -Check	09/16/2022	1478	Pierson Building Center	1297	-591.08
Bill Pmt -Check	09/16/2022	1479	Pintermedia LLC		-60.00
Bill Pmt -Check	09/16/2022	1480	Recology Eel River	061097997	-446.02

Account QuickReport

As of September 30, 2022

12/02/22

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/16/2022	1481	Recology Humboldt Cou...	061218064	-729.18
Bill Pmt -Check	09/16/2022	1482	Recology Humboldt Cou...	A0060000265	-3,098.20
Bill Pmt -Check	09/16/2022	1483	RMI Outdoors		-122.74
Bill Pmt -Check	09/16/2022	1484	Saucedo, Doug.	Reimbursement f...	-125.25
Bill Pmt -Check	09/16/2022	1485	Schmidbauer Building S...	WIM	-108.34
Bill Pmt -Check	09/16/2022	1486	SDRMA	Workers' Compe...	-2,246.69
Bill Pmt -Check	09/16/2022	1487	Shafer's Ace Hardware	1586	-169.28
Bill Pmt -Check	09/16/2022	1488	Shafer's Ace Hardware (...)	31586	-43.06
Bill Pmt -Check	09/16/2022	1489	Shelter Cove Fishing Pre...	SC Janitorial Sep...	-2,083.33
Bill Pmt -Check	09/16/2022	1490	Shelter Cove Resort Imp...	SC	-592.03
Bill Pmt -Check	09/16/2022	1491	SHN Consulting Enginee...		-4,697.20
Bill Pmt -Check	09/16/2022	1492	Staples Credit Plan	6035 5178 1247 ...	-127.03
Bill Pmt -Check	09/16/2022	1493	StewTel, Inc.		-327.30
Bill Pmt -Check	09/16/2022	1494	Tenera Environmental Inc.	20236001	-7,846.43
Bill Pmt -Check	09/16/2022	1495	Valley Pacific Petroleum ...	114137	-1,906.71
Bill Pmt -Check	09/16/2022	1496	Verizon Wireless		-476.31
Bill Pmt -Check	09/16/2022	1497	Western Chainsaw		-557.67
Bill Pmt -Check	09/16/2022	1498	World Oil Enviromental S...	15055	-95.00
Bill Pmt -Check	09/16/2022	1499	Verizon Wireless		-123.85
Check	09/16/2022	1500	Goucher, Craig	Tenant Refund	-259.20
Check	09/16/2022	1501	Mooslin, Gary	Tenant Refund	-136.72
Check	09/16/2022	1502	Newman, Craig	Tenant Refund	-160.20
Check	09/16/2022	1503	Needham, Tim	Tenant Refund	-194.40
Check	09/16/2022	1504	Shull, Jeromy	Tenant Refund	-178.50
Check	09/16/2022	1505	Jameson, Ralph	Tenant Refund	-179.91
Liability Check	09/16/2022	ACH	California State Disburse...		-461.53
Liability Check	09/16/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,010.50
Liability Check	09/16/2022	ACH	CalPERS 457 Program	450348	-1,660.75
Bill Pmt -Check	09/16/2022	ACH	CalPERS 457 Program	457Match 09/16/...	-300.00
Bill Pmt -Check	09/16/2022	ACH	PERS Unfunded Accrue...	2233447024	-8,327.67
Liability Check	09/16/2022	ACH	State Disbursement Unit		-233.53
Liability Check	09/16/2022		QuickBooks Payroll Serv...	Created by Payro...	-2,144.41
Bill Pmt -Check	09/21/2022		Campton Electric Supply	QuickBooks gen...	0.00
Liability Check	09/28/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,879.55
Liability Check	09/28/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,101.40
Liability Check	09/29/2022		QuickBooks Payroll Serv...	Created by Payro...	-26,068.45
Bill Pmt -Check	09/30/2022	1507	Advanced Security Syste...	WIM	-199.50
Bill Pmt -Check	09/30/2022	1508	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	09/30/2022	1509	B & B Portable Toilets	RWD	-135.34
Bill Pmt -Check	09/30/2022	1510	City of Eureka (Sewer)	2001-901804-02	-3,155.10
Bill Pmt -Check	09/30/2022	1511	City of Eureka (Water)	2001-901802-01	-5,375.00
Bill Pmt -Check	09/30/2022	1512	Coastal Business Syste...	WIM Copier Lease	-477.62
Bill Pmt -Check	09/30/2022	1513	Gallagher Marine Insura...	Marine Insurance...	-15,434.16
Bill Pmt -Check	09/30/2022	1514	Humboldt Bay Solar Fun...	HB0520	-13,773.52
Bill Pmt -Check	09/30/2022	1515	Humboldt Community Se...	3165	-518.53
Bill Pmt -Check	09/30/2022	1516	Keenan Supply		-17.66
Bill Pmt -Check	09/30/2022	1517	Network Help To Go	October IT Servi...	-575.00
Bill Pmt -Check	09/30/2022	1518	Northern California Glove	3474	-321.73
Bill Pmt -Check	09/30/2022	1519	Pacific Gas & Electric (8...	0074698259-4	-11,625.64
Bill Pmt -Check	09/30/2022	1520	Pitcher's Pro Repair	Frankenstein, P...	-1,610.00
Bill Pmt -Check	09/30/2022	1521	Planwest Partners, Inc.		-7,021.58
Bill Pmt -Check	09/30/2022	1522	Redwood Community Ac...	RSC 5055131	-9,130.68
Bill Pmt -Check	09/30/2022	1523	Security Lock & Alarm	RMT2	-21.85
Bill Pmt -Check	09/30/2022	1524	Southwest Answering Se...	VOID: 8/11-9/7/2...	0.00
Bill Pmt -Check	09/30/2022	1525	Standard Insurance Com...	ST 908447 0001	-227.80
Bill Pmt -Check	09/30/2022	1526	Tenera Environmental Inc.	20236001	-10,707.80
Bill Pmt -Check	09/30/2022	1527	Southwest Answering Se...	8/11-9/7/2022 WIM	-215.00
Liability Check	09/30/2022	1528	Operating Engineers Loc...	94-2262845	-448.56
Liability Check	09/30/2022	ACH	California State Disburse...	200000002142499	-461.53
Liability Check	09/30/2022	1529	Franchise Tax Board	CHRISTOPHER ...	-150.00
Liability Check	09/30/2022	ACH	PERS Unfunded Accrue...	2233447024	-5,010.50
Liability Check	09/30/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	09/30/2022	ACH	CalPERS 457 Program	450348	-1,660.75
Bill Pmt -Check	09/30/2022	ACH	CalPERS 457 Program	457Match 09/30/...	-300.00
Bill Pmt -Check	09/30/2022	1530	Advanced Security Syste...	WIM	-130.07
Bill Pmt -Check	09/30/2022	1531	Anderson Trucking LLC	RMT2 PO 1851	-1,500.00
Bill Pmt -Check	09/30/2022	1532	Express Services, Inc.	28590512	-3,742.26
Bill Pmt -Check	09/30/2022	1533	Keenan Supply		-187.48
Bill Pmt -Check	09/30/2022	1534	Mission Uniform & Linen	299313	-352.14

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

12/02/22

As of September 30, 2022

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/30/2022	1535	Pintermedia LLC		-95.00
Bill Pmt -Check	09/30/2022	1536	RMI Outdoors		-32.76
Bill Pmt -Check	09/30/2022	1537	Shafer's Ace Hardware (...)	31586	-79.71
Bill Pmt -Check	09/30/2022	1538	Thrifty Supply	PO #1779	-106.65
Bill Pmt -Check	09/30/2022	1539	Western Chainsaw	WIM	-78.59
Bill Pmt -Check	09/30/2022	1540	World Oil Enviromental S...	15055	-397.80
Check	09/30/2022	1541	Collins, John	Tenant Refund	-116.00
Check	09/30/2022	1542	Cerami, Joe.	Tenant Refund	-40.00
Check	09/30/2022	1543	Kautsky, George	Tenant Refund	-250.30
Check	09/30/2022	1544	Ponts, Jim	Tenant Refund	-420.60
Check	09/30/2022			Service Charge	-246.92
Total 10200.1 · Cash in PNC, Checking					-346,458.69
TOTAL					-346,458.69

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

5th Division

Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
December 8, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: December 1, 2022

TITLE: Direct Staff to Implement Previously Approved Salary Step and Wage Classification

STAFF RECOMMENDATION: Direct Staff to Implement the changes to the Salary Schedule associated with the Nordic Aquafarms project

SUMMARY: On August 12, 2021 the Board Adopted Resolution 2021-12 which established a salary step system for management employees. On December 9, 2021, the Board made changes to the order of the scheduled increases. The purpose of this action is to implement the Boards action as it relates to when Nordic Aquafarms receives their Coastal Development Permit and makes their 1st lease payment.

DISCUSSION: The County Planning Commission and Board of Supervisors have both approved the Coastal Development Permit (CDP) for the Nordic Aquafarms Project. Appeals have been filed and the CDP is scheduled to be considered by the Coastal Commission sometime in 2023. Staff has accomplished the intent of the incentive-based salary increase, and therefore, the Board is formally acknowledging this accomplishment and is directing Staff to implement the \$1.00 per hour increase in salary step and one time \$2080 lump sum payment as authorized in the existing salary schedule and/or employment contracts. This action will be effective beginning with the December 18, 2022 pay period.


ATTACHMENTS:

- A Salary Step and Wage Classification for District Management Employees Modified from Resolution No 2021-12 to Reorder Schedule Based on RTI Lease Payment; Coast Seafood Loan Pay off; and Nordic Aquafarms CDP Approval.

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

Salary Step and Wage Classification for District Management Employees Modified from Resolution
No 2021-12 to reorder schedule based on RTI Lease Payment and Coast Seafood Loan Pay off

Approved By: _____



Date: 11/9/2021

Reflect the Salary Schedule approved through Resolution 2021-03

STEP	WAGE CLASS																	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	\$ 52,230	\$ 54,165	\$ 56,099	\$ 58,034	\$ 59,968	\$ 61,902	\$ 63,837	\$ 65,771	\$ 67,706	\$ 69,640	\$ 71,575	\$ 73,509	\$ 75,444	\$ 77,378	\$ 79,313	\$ 81,247	\$ 83,181	\$ 85,116
2	\$ 54,979	\$ 57,015	\$ 59,052	\$ 61,088	\$ 63,124	\$ 65,161	\$ 67,197	\$ 69,233	\$ 71,269	\$ 73,306	\$ 75,342	\$ 77,378	\$ 79,414	\$ 81,451	\$ 83,487	\$ 85,523	\$ 87,559	\$ 89,596
3	\$ 57,873	\$ 60,016	\$ 62,160	\$ 64,303	\$ 66,447	\$ 68,590	\$ 70,733	\$ 72,877	\$ 75,020	\$ 77,164	\$ 79,307	\$ 81,451	\$ 83,594	\$ 85,738	\$ 87,881	\$ 90,024	\$ 92,168	\$ 94,311
4	\$ 60,919	\$ 63,175	\$ 65,431	\$ 67,688	\$ 69,944	\$ 72,200	\$ 74,456	\$ 76,713	\$ 78,969	\$ 81,225	\$ 83,481	\$ 85,738	\$ 87,994	\$ 90,250	\$ 92,506	\$ 94,763	\$ 97,019	\$ 99,275
5	\$ 64,125	\$ 66,500	\$ 68,875	\$ 71,250	\$ 73,625	\$ 76,000	\$ 78,375	\$ 80,750	\$ 83,125	\$ 85,500	\$ 87,875	\$ 90,250	\$ 92,625	\$ 95,000	\$ 97,375	\$ 99,750	\$ 102,125	\$ 104,500
6	\$ 67,500	\$ 70,000	\$ 72,500	\$ 75,000	\$ 77,500	\$ 80,000	\$ 82,500	\$ 85,000	\$ 87,500	\$ 90,000	\$ 92,500	\$ 95,000	\$ 97,500	\$ 100,000	\$ 102,500	\$ 105,000	\$ 107,500	\$ 110,000

Reflect the Salary Schedule with a \$1 per hour increase in salary step when RTI Infrastructure Inc. pays District after receiving their Coastal Development Permit for their broadband cable landing

STEP	WAGE CLASS																	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	\$ 54,310	\$ 56,245	\$ 58,179	\$ 60,114	\$ 62,048	\$ 63,982	\$ 65,917	\$ 67,851	\$ 69,786	\$ 71,720	\$ 73,655	\$ 75,589	\$ 77,524	\$ 79,458	\$ 81,393	\$ 83,327	\$ 85,261	\$ 87,196
2	\$ 57,059	\$ 59,095	\$ 61,132	\$ 63,168	\$ 65,204	\$ 67,241	\$ 69,277	\$ 71,313	\$ 73,349	\$ 75,386	\$ 77,422	\$ 79,458	\$ 81,494	\$ 83,531	\$ 85,567	\$ 87,603	\$ 89,639	\$ 91,676
3	\$ 59,953	\$ 62,096	\$ 64,240	\$ 66,383	\$ 68,527	\$ 70,670	\$ 72,813	\$ 74,957	\$ 77,100	\$ 79,244	\$ 81,387	\$ 83,531	\$ 85,674	\$ 87,818	\$ 89,961	\$ 92,104	\$ 94,248	\$ 96,391
4	\$ 62,999	\$ 65,255	\$ 67,511	\$ 69,768	\$ 72,024	\$ 74,280	\$ 76,536	\$ 78,793	\$ 81,049	\$ 83,305	\$ 85,561	\$ 87,818	\$ 90,074	\$ 92,330	\$ 94,586	\$ 96,843	\$ 99,099	\$ 101,355
5	\$ 66,205	\$ 68,580	\$ 70,955	\$ 73,330	\$ 75,705	\$ 78,080	\$ 80,455	\$ 82,830	\$ 85,205	\$ 87,580	\$ 89,955	\$ 92,330	\$ 94,705	\$ 97,080	\$ 99,455	\$ 101,830	\$ 104,205	\$ 106,580
6	\$ 69,580	\$ 72,080	\$ 74,580	\$ 77,080	\$ 79,580	\$ 82,080	\$ 84,580	\$ 87,080	\$ 89,580	\$ 92,080	\$ 94,580	\$ 97,080	\$ 99,580	\$ 102,080	\$ 104,580	\$ 107,080	\$ 109,580	\$ 112,080

Reflects the Salary Schedule with a \$0.50 per hour increase in salary step when Coast Seafood Loan is paid in full.

STEP	WAGE CLASS																	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	\$ 55,350	\$ 57,285	\$ 59,219	\$ 61,154	\$ 63,088	\$ 65,022	\$ 66,957	\$ 68,891	\$ 70,826	\$ 72,760	\$ 74,695	\$ 76,629	\$ 78,564	\$ 80,498	\$ 82,433	\$ 84,367	\$ 86,301	\$ 88,236
2	\$ 58,099	\$ 60,135	\$ 62,172	\$ 64,208	\$ 66,244	\$ 68,281	\$ 70,317	\$ 72,353	\$ 74,389	\$ 76,426	\$ 78,462	\$ 80,498	\$ 82,534	\$ 84,571	\$ 86,607	\$ 88,643	\$ 90,679	\$ 92,716
3	\$ 60,993	\$ 63,136	\$ 65,280	\$ 67,423	\$ 69,567	\$ 71,710	\$ 73,853	\$ 75,997	\$ 78,140	\$ 80,284	\$ 82,427	\$ 84,571	\$ 86,714	\$ 88,858	\$ 91,001	\$ 93,144	\$ 95,288	\$ 97,431
4	\$ 64,039	\$ 66,295	\$ 68,551	\$ 70,808	\$ 73,064	\$ 75,320	\$ 77,576	\$ 79,833	\$ 82,089	\$ 84,345	\$ 86,601	\$ 88,858	\$ 91,114	\$ 93,370	\$ 95,626	\$ 97,883	\$ 100,139	\$ 102,395
5	\$ 67,245	\$ 69,620	\$ 71,995	\$ 74,370	\$ 76,745	\$ 79,120	\$ 81,495	\$ 83,870	\$ 86,245	\$ 88,620	\$ 90,995	\$ 93,370	\$ 95,745	\$ 98,120	\$ 100,495	\$ 102,870	\$ 105,245	\$ 107,620
6	\$ 70,620	\$ 73,120	\$ 75,620	\$ 78,120	\$ 80,620	\$ 83,120	\$ 85,620	\$ 88,120	\$ 90,620	\$ 93,120	\$ 95,620	\$ 98,120	\$ 100,620	\$ 103,120	\$ 105,620	\$ 108,120	\$ 110,620	\$ 113,120

Reflects the Salary Schedule with a \$1.00 per hour increase in salary step when Nordic Aquafarms makes 1st lease payments after receiving their Coastal Development Permit

STEP	WAGE CLASS																	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	\$ 57,430	\$ 59,365	\$ 61,299	\$ 63,234	\$ 65,168	\$ 67,102	\$ 69,037	\$ 70,971	\$ 72,906	\$ 74,840	\$ 76,775	\$ 78,709	\$ 80,644	\$ 82,578	\$ 84,513	\$ 86,447	\$ 88,381	\$ 90,316
2	\$ 60,179	\$ 62,215	\$ 64,252	\$ 66,288	\$ 68,324	\$ 70,361	\$ 72,397	\$ 74,433	\$ 76,469	\$ 78,506	\$ 80,542	\$ 82,578	\$ 84,614	\$ 86,651	\$ 88,687	\$ 90,723	\$ 92,759	\$ 94,796
3	\$ 63,073	\$ 65,216	\$ 67,360	\$ 69,503	\$ 71,647	\$ 73,790	\$ 75,933	\$ 78,077	\$ 80,220	\$ 82,364	\$ 84,507	\$ 86,651	\$ 88,794	\$ 90,938	\$ 93,081	\$ 95,224	\$ 97,368	\$ 99,511
4	\$ 66,119	\$ 68,375	\$ 70,631	\$ 72,888	\$ 75,144	\$ 77,400	\$ 79,656	\$ 81,913	\$ 84,169	\$ 86,425	\$ 88,681	\$ 90,938	\$ 93,194	\$ 95,450	\$ 97,706	\$ 99,963	\$ 102,219	\$ 104,475
5	\$ 69,325	\$ 71,700	\$ 74,075	\$ 76,450	\$ 78,825	\$ 81,200	\$ 83,575	\$ 85,950	\$ 88,325	\$ 90,700	\$ 93,075	\$ 95,450	\$ 97,825	\$ 100,200	\$ 102,575	\$ 104,950	\$ 107,325	\$ 109,700
6	\$ 72,700	\$ 75,200	\$ 77,700	\$ 80,200	\$ 82,700	\$ 85,200	\$ 87,700	\$ 90,200	\$ 92,700	\$ 95,200	\$ 97,700	\$ 100,200	\$ 102,700	\$ 105,200	\$ 107,700	\$ 110,200	\$ 112,700	\$ 115,200

POSITIONS	WAGE CLASS
Marina Manager	B
Maintenance Manager	B
Director of Administrative Services	H, R
Deputy Director	R
Director of Facilities Maintenance	H
Director of Facilities and Operations	R
Director of Development 1 - 2	1 - H, 2 - R



Humboldt Bay Harbor, Recreation & Conservation District

PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
12/02/2022	1877

Vendor
Powell Landscape Materials 1955 Hilfiker Lane Eureka, CA 95503

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

Description	Qty	Rate	Class	Amount
Material Order: Playground Chips Multiple Invoices				\$12,450.00
Tax Clean California Grant				TBD
Approved By:			Total \$12,450.00	

Chris Mikkelsen

From: powelllandscapematerials@gmail.com
Sent: Tuesday, November 22, 2022 1:17 PM
To: Chris Mikkelsen
Subject: RE: Playground chips

Hi Chris,
I'm so sorry. I misplaced a decimal point in that last email.
 $300 \times \$41.50 = 12,450.00$ before tax.

Stacey



1955 Hilfiker Lane, Eureka Ca 95503
Office: 707-445-9006 | Fax: 707-443-1363

CCB

From: powelllandscapematerials@gmail.com <powelllandscapematerials@gmail.com>
Sent: Tuesday, November 22, 2022 12:57 PM
To: CMIKKELSEN@HUMBOLDTBAY.ORG
Subject: Playground chips

Hi Chris,

We tentatively have the first delivery coming on Wednesday, November 30th. The amount that the truck can deliver is around 100 yards. Our price per yard would be \$41.50 yd.
 $300 \text{ yds} \times \$41.50 = \1245.00 , before tax. Let me know if we can proceed with this order. We will also need the delivery address.

Thanks

Stacey



1955 Hilfiker Lane, Eureka Ca 95503
Office: 707-445-9006 | Fax: 707-443-1363



COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

5th Division

Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
December 8, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: December 1, 2022

TITLE: Consider Authorizing the Executive Director and District Council to Negotiate and Execute a Compensation Agreement with the City of Arcata Community Development Agency Successor Agency

STAFF RECOMMENDATION: Staff Recommends that the Board: Direct the Executive Director and District Council to negotiate and execute a Compensation Agreement based on the general terms outline in the City’s proposal.

SUMMARY: The purpose of the Agreement is to provide the affected Taxing Entities monetary compensation for former Redevelopment Agency properties after the dissolution of the Agencies by the State of California. The intent of the legislation was to liquidate assets and transfer the funds to the Taxing Entities. Specifically, the legislation states that through Compensation Agreements, affected entities receive a proportional share of the agreed value for the retained properties (based on each entities’ tax share).

DISCUSSION: The City of Arcata anticipates that the full return in increased value will take 7-10 years. Thereafter, the properties will generate significantly higher tax revenues than they would if left undeveloped. Current annual property tax revenue for the two properties is approximately \$6,000. The fully redeveloped annual property tax revenue is expected to be greater than \$225,000. The City’s proposal is to leverage each Taxing Entity’s share of the Compensation Agreement to increase the value of the lands, thereby increasing each Entity’s total tax revenue.

This is very similar to what the Harbor District has done at the former pulp mill (RMT II) and is in the process of doing at RMT I with the new heavy lift marine terminal.

ATTACHMENTS:

- A September 2, 2022 letter regarding City of Arcata Community Development Agency Successor Compensation Agreement
- B Overview of the proposed terms of the Redevelopment Agency Dissolution Property Compensation Agreement



City Manager
707-822-5953

Police
707-822-2428

Recreation
707-822-7091

Community Development
707-822-5955

Finance
707-822-5951

Transportation
707-822-3775

Environmental Services
Streets/Utilities
707-822-5957

Environmental Services
Community Services
707-822-8184

Building & Engineering
707-825-2128

September 2, 2022

Larry Oetker
Executive Director
Humboldt Bay Harbor Recreation and Conservation District
PO Box 1030
Eureka, CA 95502-1030

RE: City of Arcata Community Development Agency Successor Compensation Agreement

Dear Mr. Oetker,

I am writing to discuss the terms of the Compensation Agreement (Agreement) that the City of Arcata Community Development Agency Successor Agency must enter with the Harbor District. I have been appointed by the City Council to negotiate the terms of the Agreement. To this end, I am seeking an audience with your Board to initiate the process of entering the Agreement. I have provided a starting point for the negotiations in the attached Terms Sheet (Attachment A).

Redevelopment Agencies were dissolved in 2012 by AB 1X 26 and AB 1484. Among other requirements, the legislation required Agencies to sell or otherwise transfer all real property. It also provided Successor Agencies the authority to establish the disposition process in a state-approved Long Range Property Management Plan (Plan). The City's Successor Agency elected to retain the two former Agency properties and enter Compensation Agreements with the affected Taxing Entities. The approved Plan (Attachment B) outlines this process in more detail.

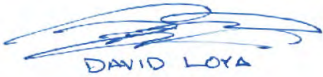
The purpose of the Agreement is to provide the affected Taxing Entities monetary compensation for former Agency properties. The intent of the legislation was to liquidate assets and transfer the funds to the Taxing Entities. Specifically, the legislation states that through Compensation Agreements, affected entities receive a proportional share of the agreed value for the retained properties (based on each entities' tax share).

The City of Arcata's proposal for the Agreement Terms is based on our record of successful redevelopment. The City is asking that the agreed value be based on the Plan values with deductions for holding costs on the Little Lake property. The Compensation will then be paid out in a one-time disbursement of 33% of that value. The 67% balance, and 100% of the City's share, will be invested into the properties' redevelopment. This will result in higher tax bases for the redeveloped properties, which will generate higher revenues for the Taxing Entities over time.

The City anticipates that the full return in increased value will take 7-10 years. Thereafter, the properties will generate significantly higher tax revenues than they would if left undeveloped. Current annual property tax revenue for the two properties is approximately \$6,000. The fully redeveloped annual property tax revenue is expected to be greater than \$225,000. The City's proposal is to leverage each Taxing Entity's share of the Compensation Agreement to increase the value of the lands, thereby increasing each Entity's total tax revenue.

Thank you for your time and effort in bringing this matter to your Board. I look forward to working with you and your decision makers to finalize this Agreement.

Sincerely,



DAVID LOYA

David Loya
Community Development Director

City of Arcata
Redevelopment Agency Dissolution
Compensation Agreement
Terms Sheet

June 3, 2022

Purpose. The purpose of this Agreement is to address the allocation of certain prospective revenues among the Taxing Entities that share in the property tax base (“Tax Base”) for property located within any of the City of Arcata redevelopment project area (the “Project Area”) formerly administered by the Arcata Community Development Agency (“Redevelopment Agency”).

Properties to be Retained for Development. The Long-Range Property Management Plan provides that pursuant to Health & Safety Code §34191.5(c)(2), two properties formerly owned by the Successor Agency will be transferred to the City for disposition consistent with the Implementation Plan, Economic Development Strategic Plan, General Plan, and Coastal Land Use Element, Land Use Code, and Coastal Zoning Ordinance.

Compensation.

1. The property value is agreed by the Parties to be:

Happy Valley	\$ 562,000
Little Lake	<u>200,000</u>
Total	\$ 762,000

2. The Taxing Entities will receive a share of the agreed value equal to each Taxing Entity’s share of the Tax Base (Attachment A).
3. Educational Revenue Augmentation Fund is not a Taxing Entity and is excluded from the Agreement.
4. City will make payment within 90 days of entering the agreement.

Compensation Investment.

5. The Parties Agree to receive 33% of value in immediate compensation
6. The difference between full market value and Taxing Entities’ compensation must be invested in redeveloping the properties, increasing the Tax Base value, the benefit of which will flow to the Taxing Entities as property tax revenue.
7. City agrees to invest the balance in redeveloping the Development Properties within two years of date of agreement.
8. City agrees to invest 100% of its share into redeveloping the Development Properties.

Attachment A
City of Arcata
Redevelopment Agency Dissolution
Compensation Agreement

Agency	Tax Share	Total Property Value	Taxing Entity Compensation	Redevelopment Investment
Combined Property Value		\$ 762,600		
County of Humboldt	14.68%	\$ 111,966	\$ 36,531	\$ 75,435
Arcata Elementry (School District)	14.70%	112,082	36,568	\$ 75,513
City of Arcata	7.90%	-	-	60,281
Northern Humboldt Unified School District	14.23%	108,487	35,396	\$ 73,091
Pacific Union Elementary	6.17%	47,074	15,359	\$ 31,715
Redwoods Jr. College	6.14%	46,807	15,271	\$ 31,535
Arcata Fire District	5.94%	45,306	14,782	\$ 30,525
County Library	1.66%	12,622	4,118	\$ 8,504
County School Service	1.39%	10,606	3,460	\$ 7,146
North Humboldt Rec & Park District	1.23%	9,403	3,068	\$ 6,335
Humboldt Bay Municipal Water	1.11%	8,432	2,751	\$ 5,681
H Bay Harbor Rec & Conservation	0.72%	5,504	1,796	\$ 3,708
Janes Creek Storm Drainage	0.06%	-	-	458
Jacoby Creek Elementary School	0.07%	512	167	\$ 345
Total		\$ 518,801	\$ 169,267	\$ 410,273

RESOLUTION NO. 2015/16-02

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE ARCATA COMMUNITY DEVELOPMENT AGENCY ADOPTING A LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, the City Council of the City of Arcata created the Arcata Community Development Agency and adopted the first Redevelopment Implementation Plan in 1983 for the purpose of considering and pursuing redevelopment activities in the community pursuant to the Community Redevelopment Law (“CRL”), Health and Safety Code §§ 33000 et seq.

WHEREAS, pursuant to AB1x 26, amending portions of Division 24 of the CRL, redevelopment agencies are dissolved effective February 1, 2012; and

WHEREAS, on August 24, 2011, the City Council elected in accordance with Health and Safety Code Section 34173 to serve as Successor Agency to the Arcata Community Development Agency, which is responsible for the disposition of the former Redevelopment agency’s properties and other responsibilities as specified in Section 34177 of the Health and Safety Code; and

WHEREAS, CA Health and Safety Code Section 34191.5 requires the Successor Agency to prepare a Long Range Property Management Plan (LRPMP) to address the disposition and use of real properties of the former Redevelopment Agency; and

WHEREAS, pursuant to Section 34191.5(b) of the CA Health and Safety Code, the Successor Agency must prepare the LRPMP and have it submitted and approved by the Oversight Board and the CA Department of Finance no later than six months following the issuance of the Finding of Completion and prior to January 1, 2016; and


WHEREAS, the Successor Agency received their Finding of Completion from the CA Department of Finance on September 10, 2015; and

WHEREAS, on November 4, 2015, the Successor Agency adopted the LRPMP.

NOW THEREFORE, BE IT RESOLVED by the Oversight Board of the Successor Agency to the Arcata Community Development Agency as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Successor Agency Long Range Property Management Plan (LRPMP) attached hereto as Exhibit “1” and incorporated herein is hereby approved.
3. The Successor Agency Executive Director is hereby authorized to take all action as required by state law associated with this Resolution, including transmitting the LRPMP to the Department of Finance.
4. On approval of the LRPMP by the Department of Finance, Successor Agency staff is directed to take all actions necessary to transfer the properties to the City for future development.

ATTEST:


Secretary and Clerk, Oversight Board of the
Successor Agency to the Arcata Community
Development Agency

APPROVED:


Chairperson, Oversight Board of the Successor
Agency to the Arcata Community
Development Agency

SECRETARY'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of **Resolution No. 2015/16-02**, passed and adopted at a regular meeting of the Oversight Board of the Successor Agency to the Arcata Community Development Agency, City of Arcata, County of Humboldt, State of California, held on the 5th day of November, 2015, by the following vote:

AYES: WHEETLEY, COWAN, HAUSER, EAGLES, LOVELACE

NOES: NONE

ABSENT: CLASS, LINDSEY

ABSTENTIONS: NONE


Secretary and Clerk, Oversight Board of the
Successor Agency to the Arcata Community
Development Agency

**Successor Agency to the Arcata Community Development Agency
Long Range Property Management Plan**

I. INTRODUCTION

Pursuant to Assembly Bill (AB) 1X 26 and AB 1484, Redevelopment Agencies (RDA's) were dissolved as of February 1, 2012, and the option for adopting a Long Range Property Management Plan (LRPMP) to handle the disposition of former RDA properties was provided. Pursuant to Health and Safety Code §34191.5, within six months after receiving a Finding of Completion from the Department of Finance (Finance), the Successor Agency is required to submit for approval to the Oversight Board and Finance a LRPMP that addresses the disposition and use of the real properties of the former redevelopment agency. The LRPMP is more efficient than approving actions on each former RDA property individually and it allows for a comprehensive approach to disposition. The Successor Agency to the Arcata Community Development Agency (SA) has prepared this LRPMP to dispose of the two properties held by the SA.

The LRPMP shall do all of the following:

1. Include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
 - a) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
 - b) The purpose for which the property was acquired.
 - c) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
 - d) An estimate of the current value of the parcel including, if available, any appraisal information.
 - e) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
 - f) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
 - g) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
 - h) A brief history of previous development proposals and activity, including the rental or lease of property.

2. Address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses include 1) the retention of the property for governmental use pursuant to subdivision (a) of §34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation. The LRPMP shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- a) If the LRPMP directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city.
- b) If the LRPMP directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the bullet directly above, the proceeds from the sale shall be distributed as property tax to the taxing entities.
- c) Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the oversight board and the Department of Finance.

The Successor Agency received its finding of completion on September 10, 2015.

II. SUBJECT PROPERTIES AND DISPOSITION PLAN

The SA has two properties, which are described in detail below, that are subject to the LRPMP. The LRPMP proposes to transfer the two properties to the City for future development. Pursuant to AB 1484 the LRPMP must be reviewed and approved by the SA, the Oversight Board (OB), and the Department of Finance (DOF). This LRPMP was reviewed and approved as follows:

Body	Date	Resolution No.
Successor Agency	November 4, 2015	02-1516
Oversight Board	November 5, 2015	2015/16-02
Department of Finance	<i>Sent</i> November 6, 2015	Letter

Each property is described below according to the format approved by the DOF. The disposition plan is included under the last heading for each property.

A. LITTLE LAKE INDUSTRIES PROPERTY – ASSESSOR’S PARCEL NUMBERS: 503-232-013, 503-232-004, & 503-232-016

1. The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

Acquisition Date: July 25, 2001
 Value (Purchase Price): \$578,000
 Estimated Value: \$499,000

2. The purpose for which the property was acquired.

The Arcata Community Development Agency accepted the property through Resolution NO. 01-05, which specified that the property was to be used for economic development purposes. It referenced Arcata General Plan Policy LU-4f, which says the subject property was acquired for economic development purposes as a new a mixed-use “business park”, and the Implementation Plan, which cites job creation. In addition, the Economic Development Strategic Plan, which is incorporated into the Implementation Plan by reference, includes detailed strategies for the redevelopment of the site.

3. Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Assessor's Parcel Number (APN): 503-232-013, 503-232-004, and 503-232-016 (Figure 1).

Address: 46 "I" Street, Arcata CA 95521

Lot Size: 11.54 acres

Current Zoning: Coastal Industrial Commercial with a Planned Development overlay (C-IC:PD) per Local Coastal Program; Industrial - Limited (IL) - Arcata Land Use Code

Current Land Use Designation: Heavy Industrial (IH) per Local Coastal Program; Industrial Limited (I-L) per Arcata General Plan

Parcel is located in the Coastal Zone – City jurisdiction – State Appeal Area. The property is located in the Categorical Exclusion Area (E-88-3).

4. An estimate of the current value of the parcel including, if available, any appraisal information.

Estimated value: \$499,000. The value is depreciated by the ESHA setbacks, reduction in area due to restoration, and environmental issues addressed in section II.A.6 below. Value based on \$56,500/acre averaged between ESHA and useable commercial.

5. An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Revenues: None. The property is currently vacant/unimproved. There are no lease or rental revenues generated by the property.

6. The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

The subject property is a former "Little Lakes Industries" lumber remanufacturing, drying, and storage yard. Industrial uses of the site began between 1941 and 1948 and ceased in 1988. Site assessment and remediation of the site were conducted by the US Environmental Protection Agency and the US Army Corps of Engineers as a "Targeted Brownfields". Additional environmental contamination characterization and cleanup is required prior to development of the property.

Environmental Studies:

Underground Storage Tank Removal (UST) and fuel contamination testing – Work Plan for Initial Subsurface Investigation and Hydrogeological Assessment - Woodward-Cyldre Consultants, 1991.

UST fuel contamination testing and remediation – Report of Initial Subsurface Investigation of Underground Tank Site - Winzler & Kelly, 1991.

UST groundwater and soil sampling – Report of Groundwater and Stockpiled Soil Sampling at Underground Tank Site - Winzler & Kelly, 1998.

Phase 1 Environmental Site Assessment – Winzler & Kelly, 1998.

Review of existing Documents – SHN Consulting, 1998.

Soil sampling of gravel stockpiles for possible contamination – SHN Consulting 2002.

Phase I Report Targeted Brownfields Assessment US Army Corps of Engineers – 2002.

Targeted Brownfields Site Assessment Phase II Final Report – Weston Solutions – 2003.

Sampling and Analysis Plan Amendment Targeted Brownfields Assessment Phase II B – Weston Solutions – 2004.

Pre-demolition Asbestos Survey Report for the Boiler – SHN Consulting – 2009

7. A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

The City does not have a major transit stop as defined by SB 743, therefore is not a Transit Priority Area, and does not satisfy the state definition of Transit Oriented Development. It is, however, within ½ mile of the downtown and the City's Intermodal Transit Center.

8. A brief history of previous development proposals and activity, including the rental or lease of property.

No development proposals have been evaluated for the site. However, the Implementation Plan, the Economic Development Strategic Plan, the General Plan, the Land Use Code, and other planning Documents identify the site for mixed use development.

9. Identify the disposition pathway (i.e., retain for governmental purposes; retain for development; sell; fulfill enforceable obligation).

The disposition pathway proposed for the property is to transfer to the City for future development for economic development purposes according to the Implementation Plan, Economic Development Strategic Plan, General Plan, and Land Use Code.

10. Disposition strategy.

The Successor Agency intends to transfer the property to the City for the future development for economic development purposes consistent with the Implementation Plan, Economic Development Strategic Plan, General Plan, and Land Use Code. Consistent with state law, the City will either negotiate a compensation agreement with or pay fair market value to the taxing entities. The timing and pathway for payment to the taxing entities is dependent on several factors, including timing of the redevelopment and sale of the properties.

B. HAPPY VALLEY PROPERTY - ASSESSOR'S PARCEL NUMBER: 507-081-038

1. The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

Acquisition Date: July 20, 2009

Value (Purchase Price): \$700,000

Estimated Value: \$563,000

2. The purpose for which the property was acquired.

The Arcata Community Development Agency accepted the property through Resolution NO. 10-03, which states the purpose of the acquisition was to provide economic development opportunities for the City of Arcata. The Happy Valley property is identified in the Implementation Plan and the Economic Development Strategic Plan, which is incorporated

into the Implementation Plan by reference, which includes detailed strategies for the redevelopment of the site.

3. Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Assessor's Parcel Number: 507-081-038 (Figure 2)

Address: Vacant property – no address assigned. The Happy Valley site is accessed through an approximate 920 feet access easement across private property at 4200 West End Rd, Arcata CA 95521.

Lot Size: 20 acres

Current Zoning: Industrial - General (IG) - Arcata Land Use Code

Current Land Use Designation: Industrial - General (I-G) - Arcata General Plan

4. An estimate of the current value of the parcel including, if available, any appraisal information.

Estimated value: \$563,000. Assumes ESHA setbacks and HBMWD and road rights of way leaving 14.5 acres useable with a combined \$24,000/acre.

5. An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

None. The property is currently vacant/unimproved. There are no lease or rental revenues generated by the property.

6. The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

A Phase I was completed prior to acquisition in 2009. The Site has not been fully characterized, and may require additional environmental work.

7. A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

The City does not have a major transit stop as defined by SB 743, therefore is not a Transit Priority Area, and does not satisfy the state definition of Transit Oriented Development.

8. A brief history of previous development proposals and activity, including the rental or lease of property.

The City identified the redevelopment potential in the Implementation Plan and Economic Development Strategic Plan. The City is prepared to develop plans for the redevelopment of the site, including the installation of infrastructure in support of private investment as identified in the Implementation Plan.

Currently no rental or lease activities occur at the site. Prior to dissolution, the site was leased as a log deck for approximately \$500 per month.

9. Identify the disposition pathway (i.e., retain for governmental purposes; retain for development; sell; fulfill enforceable obligation).

The disposition pathway proposed for the property is to transfer to the City for future development for economic development purposes according to the Implementation Plan, Economic Development Strategic Plan, General Plan, and Land Use Code.

10. Disposition strategy.

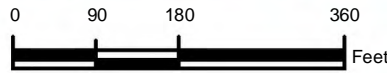
The Successor Agency intends to transfer the property to the City for the future development for economic development purposes consistent with the Implementation Plan, Economic Development Strategic Plan, General Plan, and Land Use Code. Consistent with state law, the City will either negotiate a compensation agreement with or pay fair market value to the taxing entities. The timing and pathway for payment to the taxing entities is dependent on several factors, including timing of the redevelopment and sale of the properties.

Figure 1 Little Lake Property 11.6 Acres



Imagery: Bing 2010
Date Map Created: 10/28/2015 5:02:32 PM Path: R:\w\projects\CDP Dev\Projects\2015\Little Lakes.mxd

This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon.

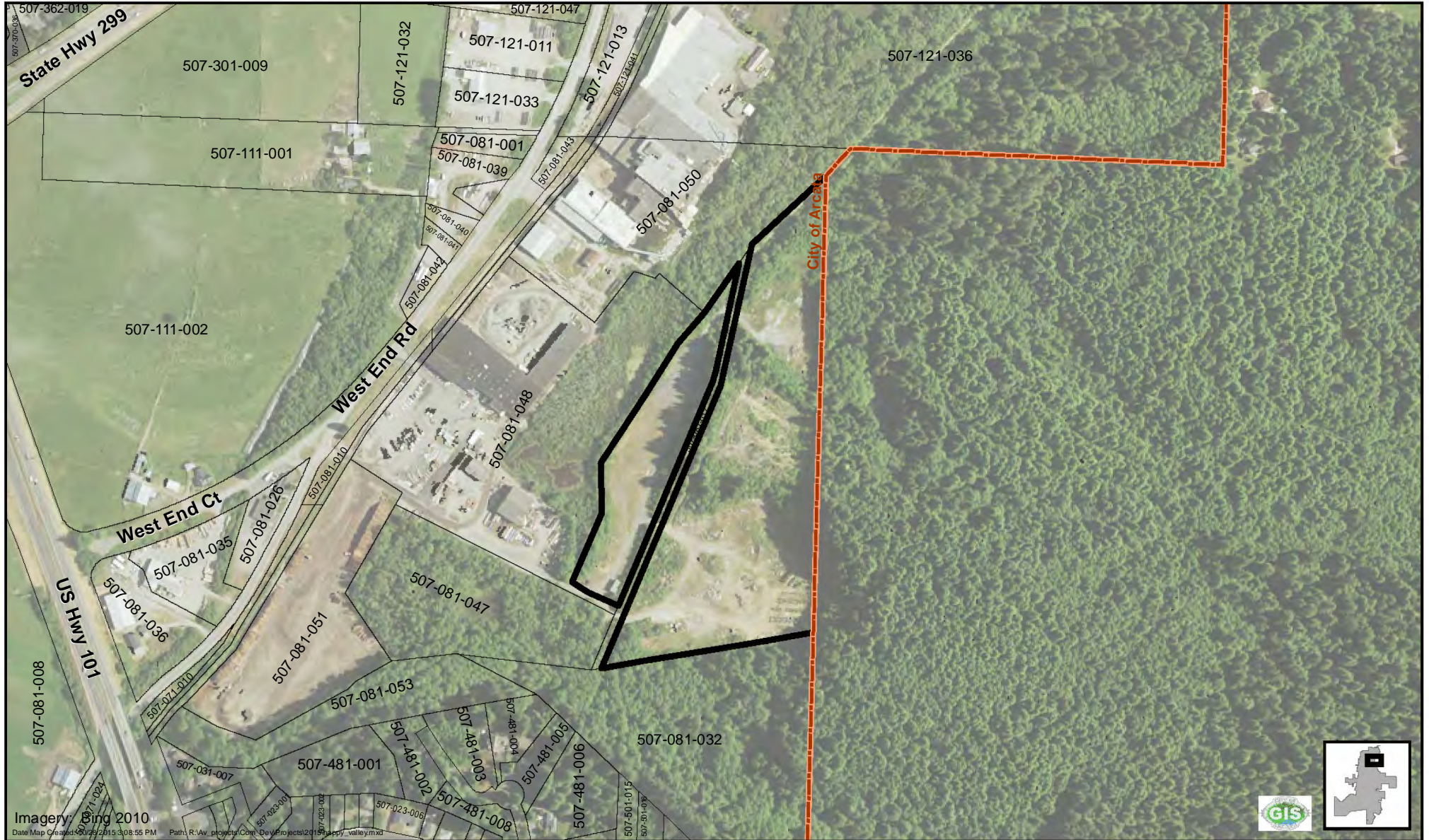


little_lakes
 Parcel



City of Arcata Community Development Department
736 F Street, Arcata, Ca. 95521
(707) 822-5955

Figure 2 Happy Valley Property 19.2 Acres



Imagery: Bing 2010
Date Map Created: 04/27/2015 3:08:55 PM Path: R:\Av_projects\Comm_Devel\Projects\2015\Happy_Valley.mxd



This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon.



- ● Coastal Zone Boundary
- ▭ happy_valley
- ▭ Parcel



City of Arcata Community Development Department
736 F Street, Arcata, Ca. 95521
(707) 822-5955

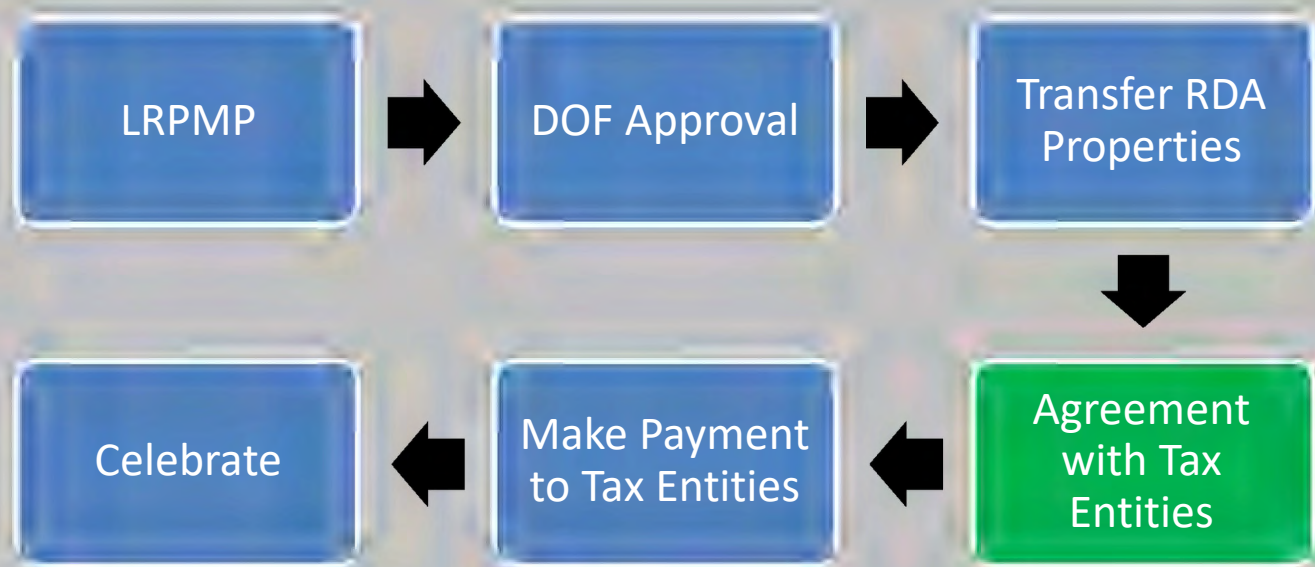
Redevelopment Agency Dissolution Property Compensation Agreements

Happy Valley and Little Lakes

David Loya
Community Development Director
City of Arcata
dloya@cityofarcata.org

Delo Freitas
Senior Planner
City of Arcata
dfreitas@cityofarcata.org

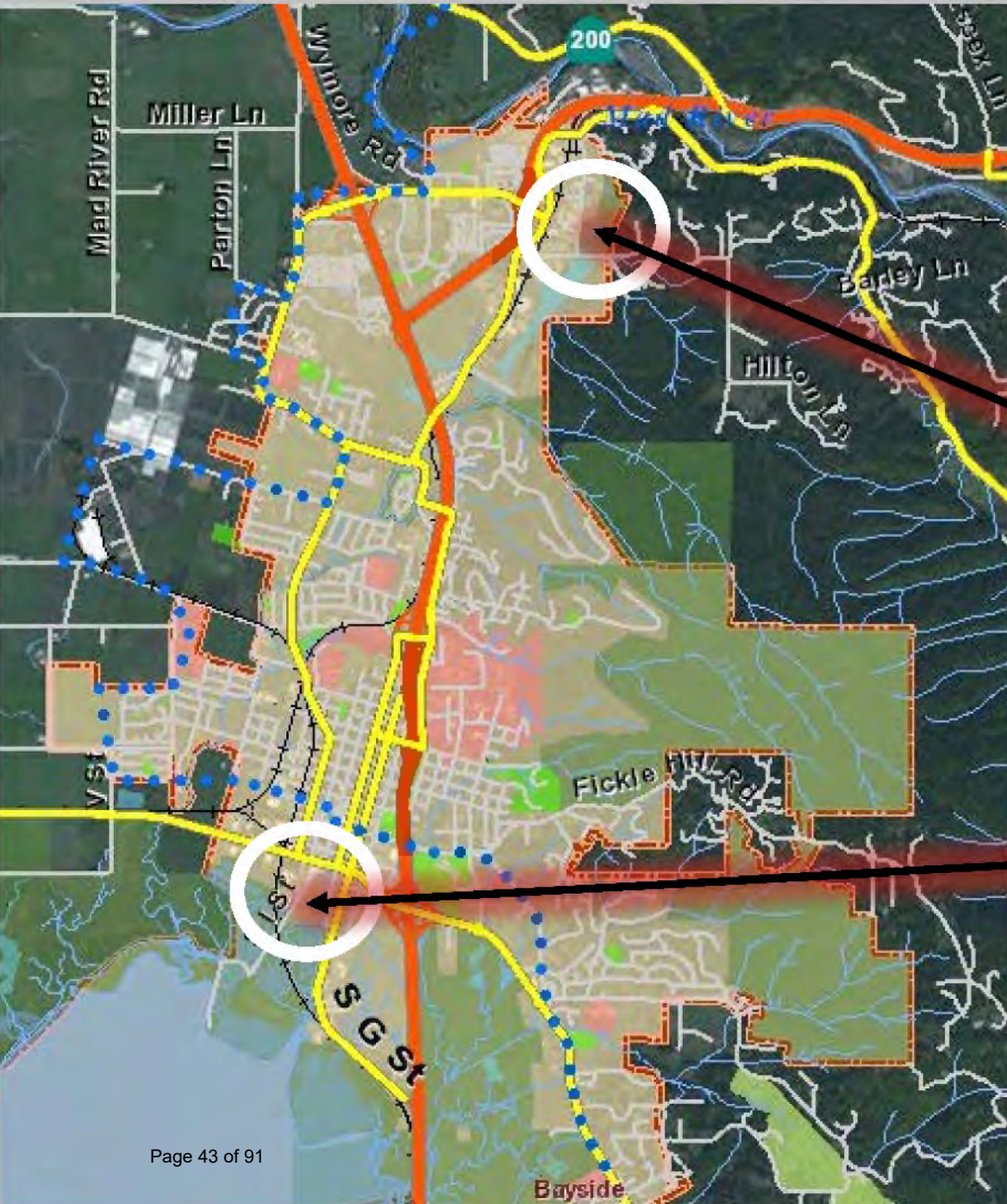
Retire Property Obligations



Subject Properties

Happy Valley Business Park

Little Lakes Mixed Use Site

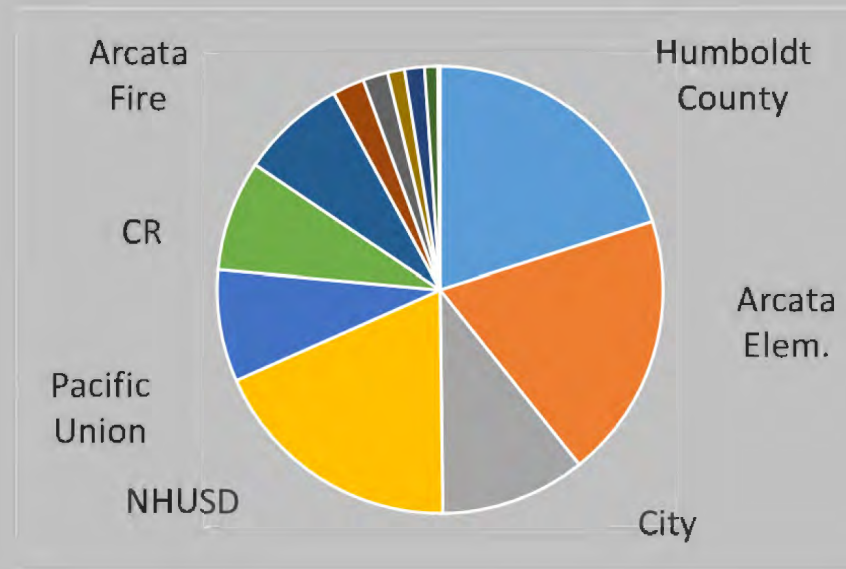


Compensation Agreement

Affected Tax Entities get

- Proportional Share of
- Agreed Value
- Based on Entities' Tax Share

Share of Allocation = Property Tax Allocation



Compensation Agreement

Key Terms

- Happy Valley value \$563,000
- Little Lake value \$200,000
- 1X Compensation at 33% of value now
- Invest remainder in redevelopment
- City to invest 100% of share into redevelopment
- Anticipate cumulative redeveloped tax revenue to replace 67% share in 7 years

Possible Outcomes

One project per site over next 10 years



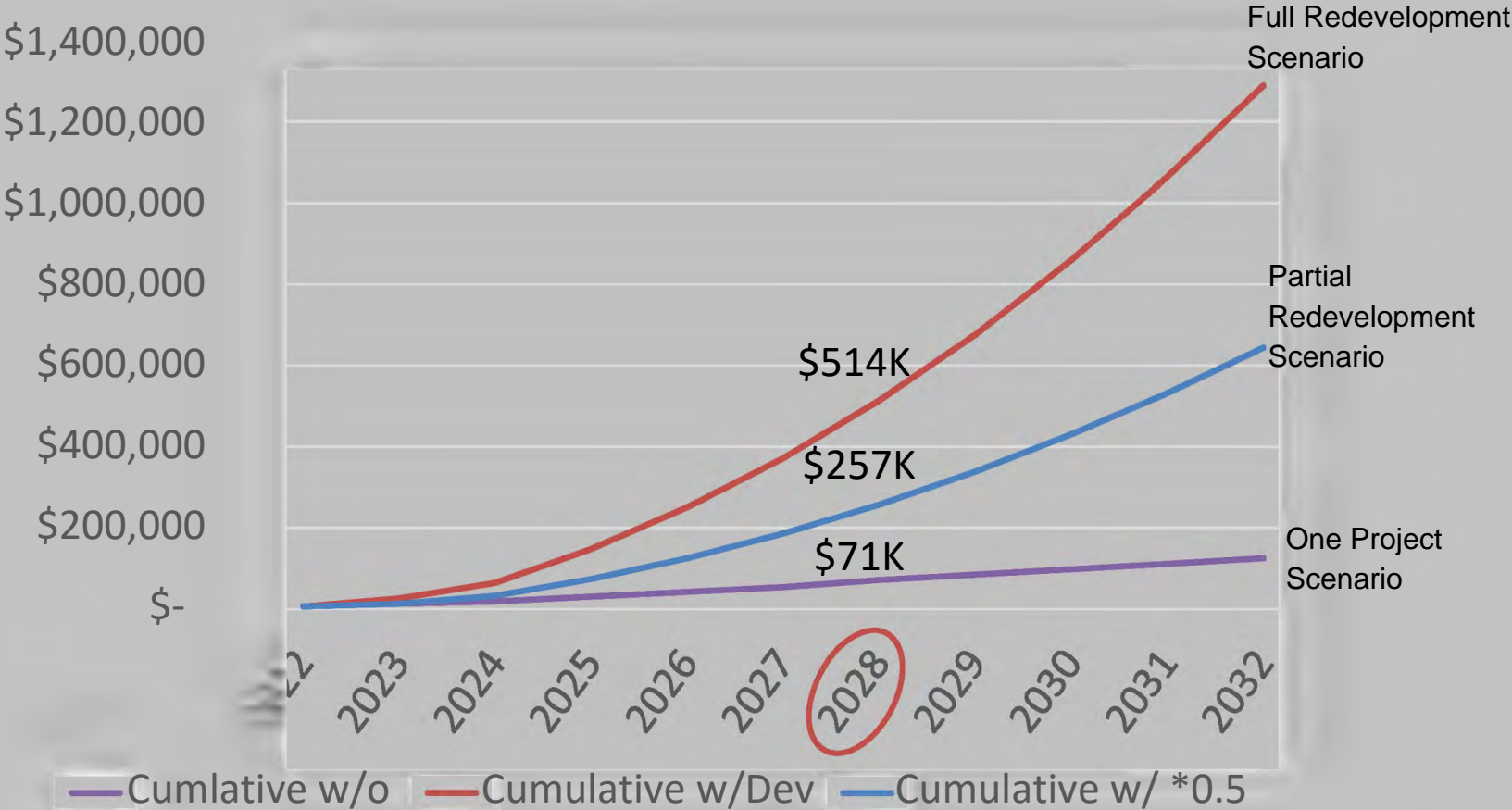
Possible Outcomes

Subdivide and Redevelop Both Sites



Possible Outcomes

Tax Revenue Scenarios





Total 7-year Valuation

\$14.2M

Tax Revenue Annually @
year 7

\$142K

Tax Revenue Annually @ Full
Redevelopment

\$240K

Undeveloped Annual Tax
Revenue

<\$10K

Agency Total Revenue

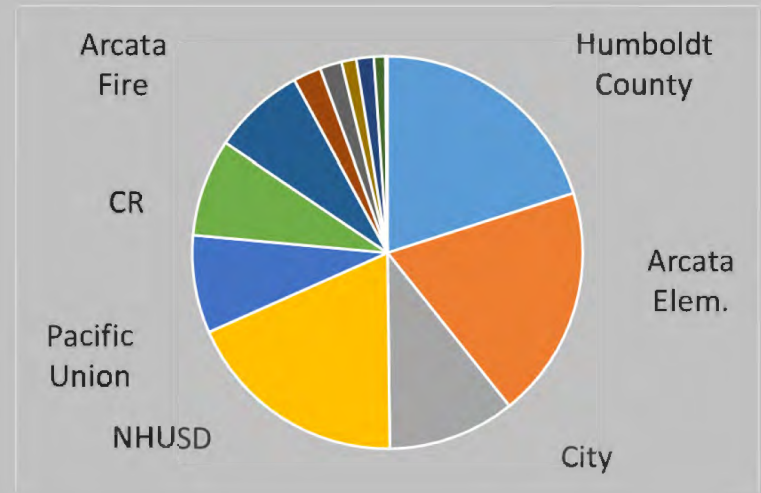
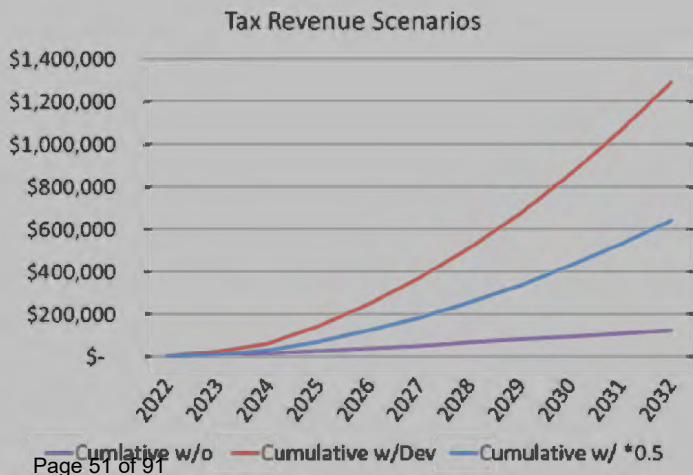
Agency	%	Total*	City Compensation Payment	Cumulative 7-year Tax Revenue Redeveloped
		\$762,600		
County	14.7	\$111,966	\$36,531	\$75,435
Arcata Elem.	14.7	112,082	36,568	75,513
No. Hum HS	14.2	108,487	35,396	73,091
Pac Union Elem.	6.2	47,074	15,359	31,715
CR	6.1	46,807	15,271	31,535
Arcata Fire	5.9	45,306	14,782	30,525
Library	1.7	12,622	4,118	8,504
School Service	1.4	10,606	3,460	7,146
No. Hum. Rec & Park	1.2	9,403	3,068	6,335
HBMWD	1.1	8,432	2,751	5,681
Harbor District	0.7	5,504	1,796	3,708
Jacoby Cr Elem.	0.1	512	167	345
	68%	\$518,801	\$169,267	\$349,534

*Arcata and related and ERAF Excluded

Compensation Agreement

Key Terms

- Happy Valley value \$563,000
- Little Lake value \$200,000
- 1X Compensation at 33% of value now
- Invest remainder in redevelopment
- City to invest 100% of share into redevelopment
- Anticipate cumulative redeveloped tax revenue to replace 67% share in 7 years



Redevelopment Detail

Optional Slides

Happy Valley Business Park

- RDA Purchased in 2009 for \$700K
- Log Deck
- No water, sewer, other infrastructure
- Redevelop for business park
- 20-30 Parcels

LRPMP estimates \$563K value

Estimated 7-yr Redevelopment Value

\$11.4M

11 Parcels Sold/Developed



Little Lake

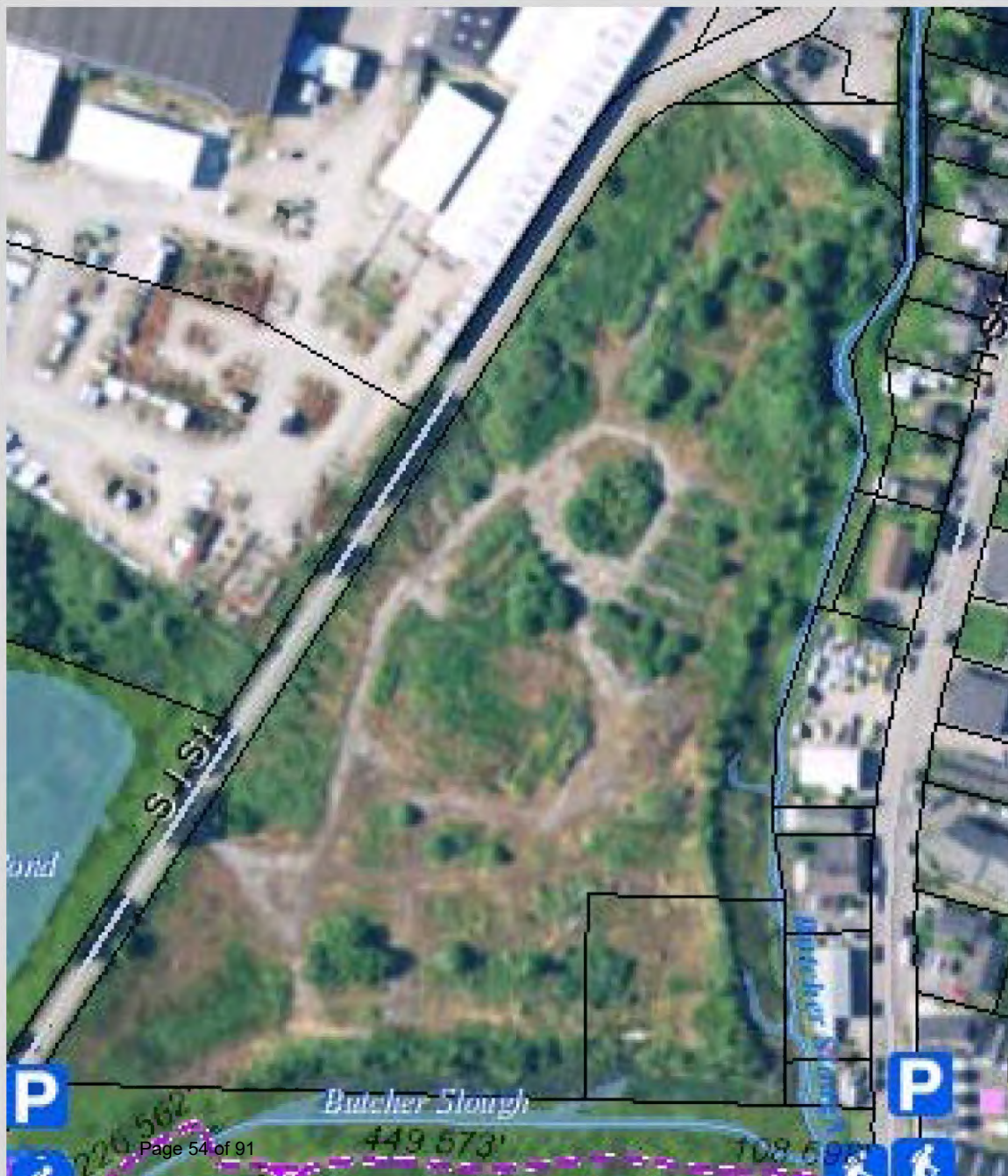
- Redevelop for mix purpose
- Brownfield Site – Dioxin
- Subdivide portion for industrial/office use

LRPMP Valuation \$499K

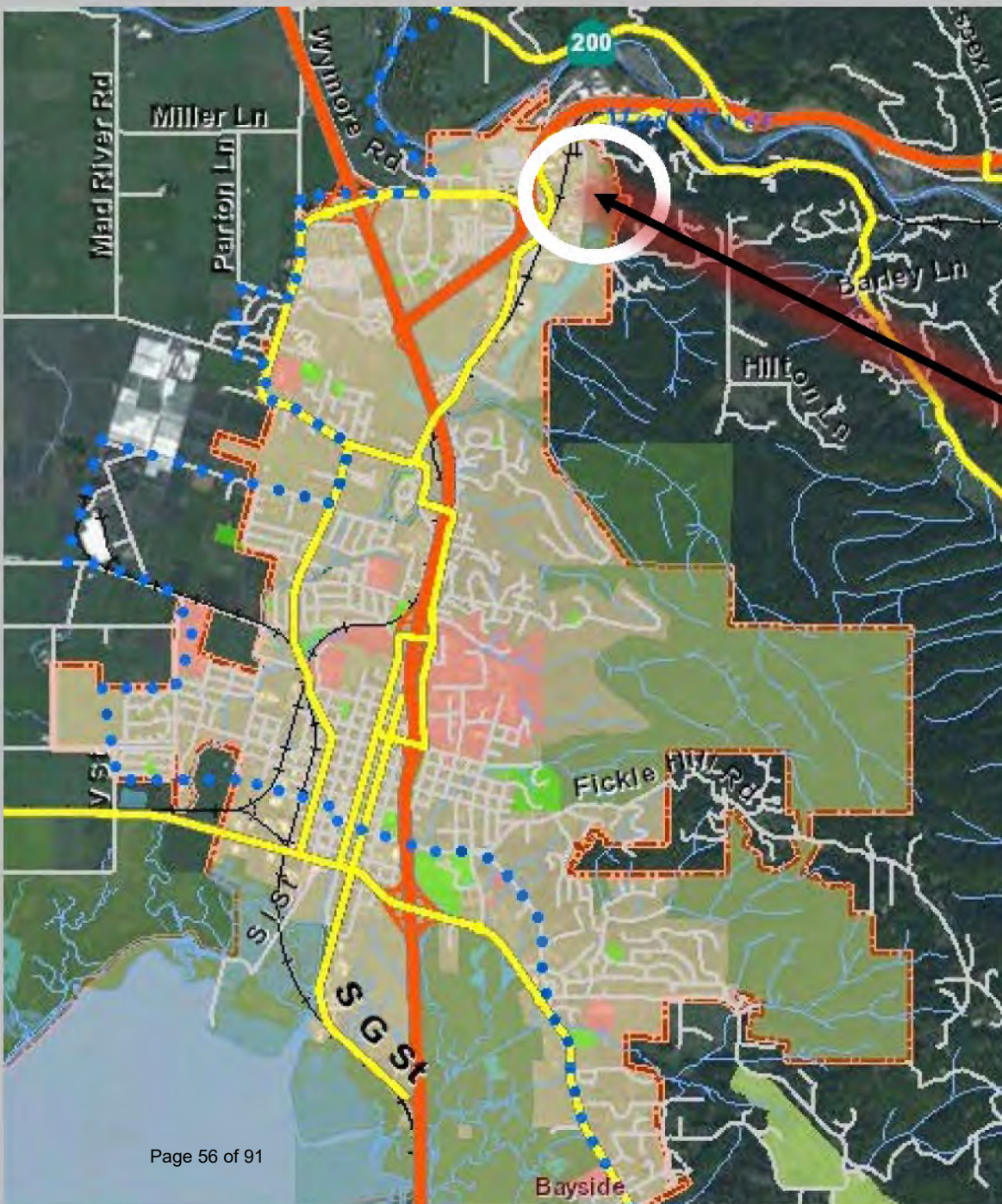
Estimated 7-yr
Redevelopment Value

\$2.7M

Developed







Reality Check

Aldergrove Industrial Park

Reality Check

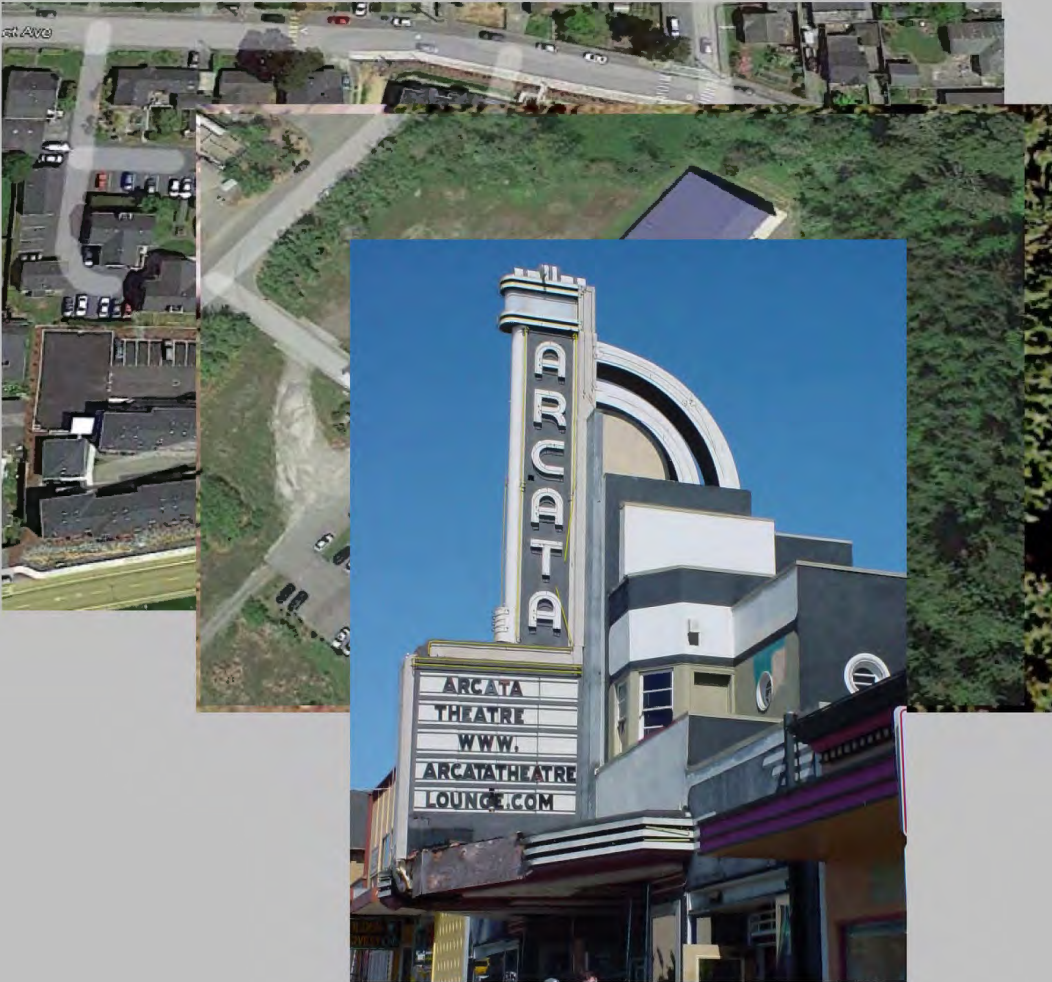
Property Tax 2022

Aldergrove Industrial Park

Secured	\$ 19.3M
Unsecured	\$ 6.0M
Total	\$ 25.3M



Past Performance



RDA Purchase	\$700K
RDA Sale	\$1M
Current Value	\$2.3M

Sale	\$270K
Pre-project	\$424K
Post-project	\$2.8M

2002	\$118K
2003 OPA	\$403K
2008 BA Loan	\$1.0M

These three projects added \$5M to the tax rolls

Compensation Agreement

Who?

County of Humboldt General Tax District

Arcata Elementary School District

City of Arcata

Northern Humboldt Union High School
District

Pacific Union Elementary School

Redwoods Joint Junior College

Arcata Fire Protection District

Humboldt County Library

County School Service

North Humboldt Rec & Park

Humboldt Bay Municipal Water District

Humboldt Bay Harbor Rec & Cons

Jacoby Creek Elementary

Janes Creek Storm Drainage

Compensation Agreement

County of Humboldt

Arcata Elementary School District

~~City of Arcata~~

Northern Humboldt Union High School District

Pacific Union Elementary School

Redwoods Joint Junior College

Arcata Fire Protection District

Humboldt County Library

County School Service (?)

North Humboldt Rec & Park

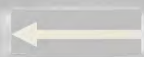
Humboldt Bay Municipal Water District

Humboldt Bay Harbor Rec & Cons

Jacoby Creek Elementary

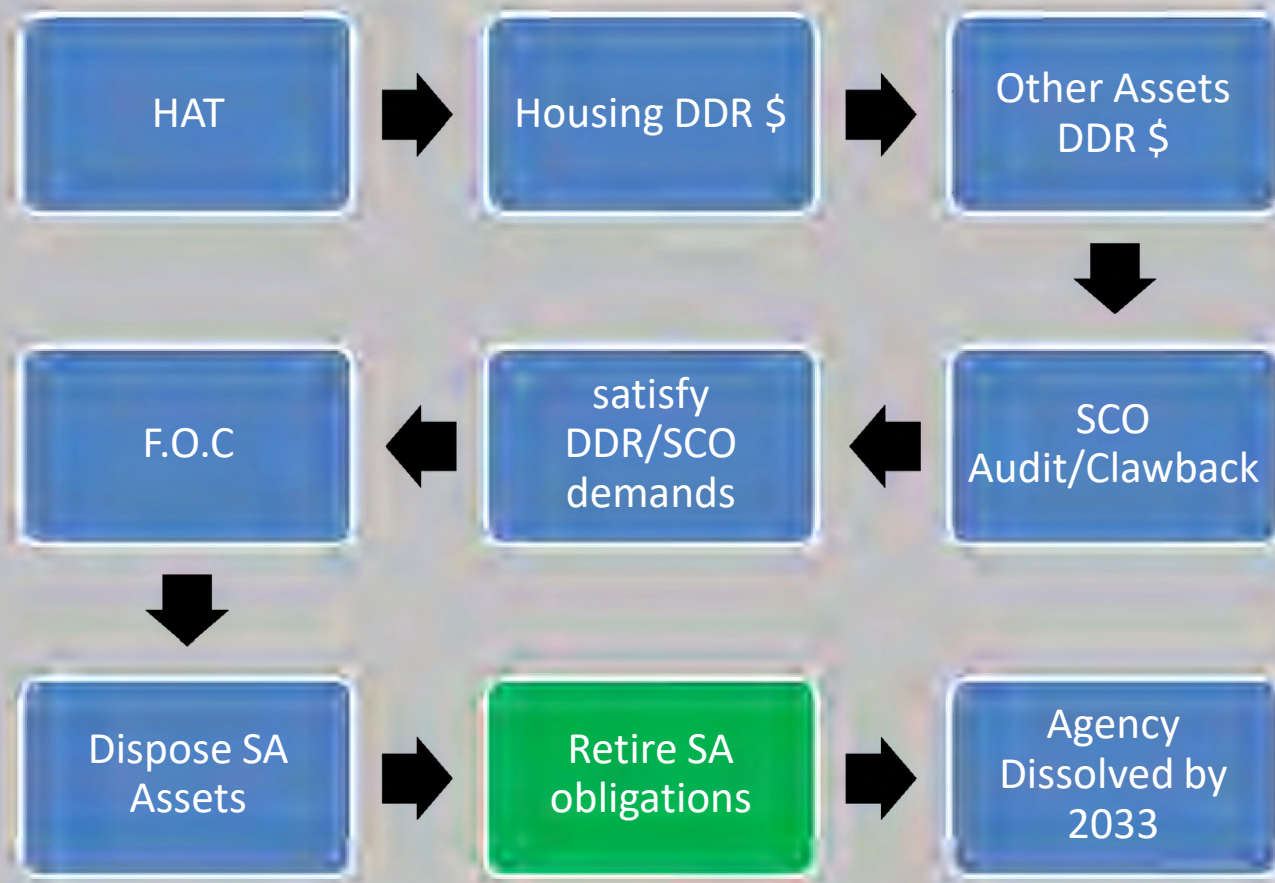
~~Janes Creek Storm Drainage~~

Wash



1X Bump

RDA Dissolution





Total 7-year Redeveloped Valuation

\$14.2M

Tax Revenue Annually

\$142,140

Enter
Compensation
Agreement



Celebrate

COMMISSIONERS

1st Division

Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division5th Division

Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
December 8, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: November 29, 2022

TITLE: Exercise of Option to Assume from the Humboldt Development Association, the Purchase and Sale of APN# 401-031-083 from the Samoa Pacific Group

STAFF RECOMMENDATION: Staff recommends the board receive a report and

1. Approve the assumption of the Purchase and Sale Agreement from the Humboldt Bay Development Association (HBDA).
2. Direct Staff to implement the Earnest Money Funding Agreement.
3. Direct Staff to execute the Addendum to Agreement for the Purchase and Sale of Real Property.
4. Authorize the Executive Director to sign and the District's Attorney to draft all other documents as may be necessary to complete the transaction and close escrow under the terms outlined in the agreements.

SUMMARY: In preparation for the Development of the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal, HBDA entered into a Purchase and Sale Agreement to acquire approximately 35 acres of Coastal Dependent Lands for the development of the Heavy Lift Terminal. The HBDA and the District also entered into the Earnest Money Funding Agreement where the District agreed to participate, initiate the transaction, and open the escrow. Pursuant to Section 8.5 of the Purchase Agreement, HBDA intends to assign its rights under the agreement to the District so it may complete the acquisition.

DISCUSSION: To facilitate the acquisition and to provide for the ability to finance the purchase of real property, the District is uniquely qualified to accept loan funds from the US EPA Brownfield Revolving Loan Fund, granted to and managed by the County of Humboldt. Loans from this fund are at a 0% rate of interest and are made to parties who are qualified and willing to undertake such clean-ups. As the parties wish to enter into such a financing agreement it is necessary for the District to accept the assignment of the Purchase Agreement to complete the purchase of these lands. The District has been in talks with both the County of Humboldt and the US EPA Region 9 Brownfields team, and in a cooperative conclusion has determined this to be a viable and preferred financing option.

Attachments:

- A) Agreement for the Purchase and Sale of Real Property
- B) Addendum to Agreement for the Purchase and Sale of Real Property
- C) Earnest Money Funding Agreement and Grant of Assignment and Purchase Option

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This Agreement is entered into as of May 27, 2022 (the "Effective Date"), by and between Samoa Pacific Group LLC, whose address is 5251 Ericson Way, Arcata, California 95521 (the "Seller") and Humboldt Bay Development Association, a California nonprofit public benefit corporation, whose address is 601 Startare Drive, Eureka, California 95501, Attention: Larry Oetker or its permitted assign (the "Buyer"). Buyer and Seller are at times herein collectively referred to as the "Parties."

RECITALS

A. Whereas: Seller is the owner of certain land located near the Town of Samoa, Humboldt County, State of California, generally described as Humboldt APN 401-031-083 and particularly described as lot 135, as shown on Tract Map 665, recorded on August 18, 2021, in Book 25 of Maps, pages 127-141, in the Office of Recorder for the County of Humboldt, State of California (the "Real Property").

B. Whereas: Seller agrees to sell the Real Property to Buyer and Buyer agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereto agree as follows:

Article 1. Purchase Price.

Section 1.1. Amount and Terms of Payment. The Purchase Price for the Real Property is three million dollars (\$3,000,000.00), payable by Buyer to Seller as follows:

1.1.1. The cash sum of fifty thousand dollars (\$50,000.00) shall be deposited into escrow with the Escrow Holder identified below, within ten (10) Days of execution hereof.

1.1.2. The balance of the Purchase Price, to wit, two million nine hundred and fifty thousand dollars (\$2,950,000.00), shall be deposited in Escrow by Buyer sufficiently prior to the Closing Date, defined below, to allow for its delivery to Seller upon Closing.

Section 1.2. Consequences of Buyer Default. If Buyer defaults in the performance of this Agreement, the deposit described in Paragraph 1.1.1 shall be forfeited by Buyer as provided in the hereafter Liquidated Damages provision, which shall be Seller's sole and only remedy.

Section 1.3. Independent Contract Consideration. Of the deposit under Section 1.1.1, one thousand dollars (\$1,000.00) shall be independent consideration ("Independent Contract Consideration") for Seller's execution of this Agreement to sell the Property to Buyer hereunder, including, without limitation, the grant to Buyer of the right to conduct its due diligence investigation of the Property and the grant to Buyer of

the right to terminate this Agreement in connection with any such due diligence investigation or provision herein. If Escrow Closes, the Independent Contract Consideration will be applied to the Purchase Price but under any other circumstance where Escrow fails to Close or any termination of this Agreement, including following any Default by Seller, the Independent Contract Consideration will nevertheless be paid by Escrow Holder to Seller, all other provisions hereof to the contrary notwithstanding.

Article 2. Escrow.

Section 2.1. Opening of Escrow. An escrow (the "Escrow") will be opened with Humboldt Land Title, a division of Fidelity National Title Company of CA, a California corporation (the "Escrow Holder"), whose address is 1034 Sixth Street, Eureka, California 95501. Escrow shall be opened within seven (7) Days after the Effective Date. Written escrow instructions in strict accordance with the terms of this Agreement shall be prepared by the Escrow Holder and the instructions shall be signed by the Parties and delivered to the Escrow Holder within forty (40) Days of the Effective Date. Buyer and Seller shall also deposit with the Escrow Holder all instruments, documents, and other items identified in the escrow instructions, herein or reasonably required by the Escrow Holder for Closing the sale on the Closing Date specified below.

Section 2.2. The Closing and Closing Date. The Escrow shall be closed on the date the grant deed to the Real Property is recorded in conformance with the conditions of this Agreement (the "Closing" or the "Close of Escrow"). The Close of Escrow must occur no later than March 1, 2023 (the "Closing Date"), unless the Closing Date is extended pursuant to the terms of this Agreement (an "Extended Closing Date") or a separate written agreement between the Buyer and Seller.

Section 2.3. Extended Closing Date. For a fee of ten thousand dollars (\$10,000.00) for each Extended Closing Date, with each fee being paid directly to Seller in advance of the last day of the then existing Closing Date, Buyer will join Seller in a separate written agreement instructing Escrow Holder to extend the then Closing Date for thirty (30) additional Days. Buyer's right to purchase an Extended Closing Date is limited to three (3) such extensions. The fee paid is only to compensate Seller for the delay in the Closing Date and such fee is not a credit against the Purchase Price or any other amount owed by Buyer to Seller.

Section 2.4. Prorations. The following shall be prorated between Seller and Buyer on the basis of a 30-day month as of the Closing Date: as existing, all current real property taxes and special assessments, rents, and premiums on any insurance policies that are transferred to Buyer.

Section 2.5. Closing Costs. Buyer shall each pay all costs of title insurance, the recording fees, the escrow fees and any other fee or cost incurred by the Escrow Holder for the transaction under this Agreement.

Section 2.6. Vesting of Title. At the Closing, title shall be vested in Buyer, unless Buyer shall advise the Escrow Holder before the Closing of a different manner in which title shall vest and, in which case, vesting shall be as directed.

Section 2.7. Delivery of Possession. The delivery of possession of the Real Property, free and clear of all uses and occupancies except those approved in writing by Buyer, shall occur immediately following the Closing, except that Seller may have up to one hundred and eighty (180) Days following the Closing to remove any vehicles, soils and other stockpiles from the Real Property.

Article 3. Condition of Title to Real Property.

Section 3.1. Condition of Title. Title to the Real Property shall be conveyed to Buyer by use of Escrow Holder's standard form of Grant Deed, free and clear of all exceptions to title except for (a) liens securing Real Property taxes and assessments (which constitute liens not yet due and payable); and (b) such other exceptions shown on a Preliminary Report of Title (the "Preliminary Report") issued by Escrow Holder which are approved by Buyer. All exceptions allowed and permitted pursuant to this Section are referred to as the "Permitted Exceptions." Escrow Holder shall furnish Buyer with a copy of the Preliminary Report, together with a copy of all recorded exceptions to title no later than thirty (30) Days from the date of the Opening of the Escrow. Buyer, at its sole election, shall have ten (10) Days thereafter within which to give Notice to Seller and Escrow Holder of Buyer's disapproval of any exceptions set forth in the Preliminary Report (the "Disapproved Exceptions"). In the event of Buyer's Notice of Disapproved Exceptions, Seller, at its sole election, shall have ten (10) Days after Buyer's Notice of Disapproved Exceptions within which to give Notice to Buyer and Escrow Holder of Seller's agreement to eliminate or otherwise remedy the Disapproved Exceptions, together with a description of the proposed method of remediation to occur within the thirty (30) Days following said Notice, or such longer period as the Buyer and Seller may agree to in writing.

Should Seller elect to remedy Disapproved Exceptions, upon completion within the appropriate time period, Seller shall give Buyer and Escrow Holder Notice of the action taken and Buyer shall have five (5) Days thereafter to give Notice to Seller and Escrow Holder of its reasonable disapproval of the remediation and Buyer's election to terminate this Agreement as if remediation had not been attempted.

If Seller does not give timely Notice of its agreement to eliminate or otherwise remedy Disapproved Exceptions, at Buyer's sole option, Buyer may elect to proceed to Closing notwithstanding or elect to terminate this Agreement in which case and all sums and documents deposited in Escrow shall be returned to the Parties who respectively deposited the same and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs. Failure of Buyer to provide written Disapproved Exceptions within the above time period shall be deemed to be approval making any such exceptions Permitted Exceptions and to the extent there are some Disapproved Exceptions, all other exceptions shall be deemed Permitted Exceptions.

Provided, however, all obligations represented by deeds of trust or other similar monetary liens disclosed on the Preliminary Report shall be automatically deemed to be Disapproved Exceptions by Buyer and Buyer and Seller shall be deemed to have agreed to allow Seller to remedy said exceptions by payment at Closing.



Prior to the End of the Due Diligence Period, Buyer shall determine if those matters disclosed under Section 3.03 are satisfactory.

Section 4.2. Extended Contingencies Period Benefitting Buyer. The Buyer shall have one hundred and twenty (120) Days from the Effective Date (the "Extended Contingency Period") in Buyer's discretion to waive or deem satisfied the following Contingency matters:

4.2.1. To seek and obtain a financing commitment for this transaction on terms and conditions acceptable to Buyer. Buyer shall act diligently and in good faith to obtain such financing commitment within the Extended Contingency Period.

4.2.2. To the extent as it may be required by law, for Buyer to complete compliance with the California Environmental Quality Act.

Section 4.3. Notice of Failure of a Contingency. If Buyer believes that there has been a failure of any Contingency before the End of the Due Diligence Period, or, as applicable, the Extended Contingency Period, Buyer's sole remedy shall be to timely give Notice thereof to Seller and Escrow Holder, including a good faith of description of the facts or events substantiating such Notice, and terminate this Agreement. In such event, Seller shall have no obligation to remedy any Contingency which Buyer disapproves but may elect to do so prior to the Closing Date. If this Agreement terminates as a result of the failure of a Contingency, all sums (including the Deposit, less the Independent Contract Consideration) and documents deposited in Escrow shall be returned to the Parties who deposited the same and Buyer and Seller shall each pay one-half (1/2) of the Escrow Holder's costs incurred to that point.

Section 4.4. Failure to Give Notice. If Buyer fails to give Notice to Seller of its disapproval of any Contingency before the end of the Due Diligence Period, or, as applicable, the Extended Contingency Period, it shall conclusively be deemed that Buyer has waived all such Contingencies and such Contingencies shall conclusively be deemed satisfied.

Section 4.5. Passage of the Extended Contingency Period Without a Notice of Failure of a Contingency. After the passage of the Extended Contingency Period without Buyer giving Notice of a failure of a Contingency, Escrow Holder shall promptly release the deposit under Section 1.1.1 hereof to Seller.

Article 5. Seller's Covenants, Representations and Warranties.

Section 5.1. Legal Status. Seller is a limited liability company that is 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

Section 5.2. Right to Proceed. Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any agreement or instrument to which Seller is a party.

Section 5.3. Eminent Domain. Seller has not actually received any formal Notice of any pending widening, modification or realignment of any street or highway contiguous to the Real Property or any existing or proposed eminent domain proceeding which would result in a taking of all or any part of the Real Property.

Section 5.4. Breach of Agreements. Seller has not received any notice that any of the easements, covenants, conditions, restrictions or agreements to which the Real Property is subject interferes with or is breached by the use or operation of the Real Property as presently used and operated or as used and operated in the past three (3) years.

Section 5.5. Litigation. Seller has not received any notice of any litigation or arbitration proceedings which do or will affect any aspect of the Real Property or Seller's ability to perform its obligations under this Agreement. In addition, within the last three (3) years Seller has not been threatened in writing with any litigation or arbitration by a third party which would affect any aspect of the Real Property or Seller's ability to perform its obligations under this Agreement.

Section 5.6. Violation of Law. Seller has not received any notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, or quasi-governmental authority bearing on the construction, operation, ownership or use of the Real Property.

Section 5.7. Governmental Agreements. There are not any commitments to, or written agreements with, any governmental or quasi-governmental authority or agency materially affecting the Real Property which have not been heretofore disclosed by Seller to Buyer in writing.

Section 5.8. Hazardous Materials. To Seller's actual knowledge, (a) no Claim of Environmental Liability relating to the conditions at or on the Real Property is pending or threatened by any governmental agency or other third-party; (b) Seller has not received any written notice under any applicable Environmental Regulations concerning the Real Property and which notice relates to any substance that, as of the date hereof, is a Hazardous Material; (c) there is no proceeding against Seller, or any pending investigation or inquiry with respect to Seller, by any federal, state or local court, tribunal, administrative agency, department, commission, board or other authority or instrumentality with respect to the presence on the Real Property of any material which is a Hazardous Material, or the migration thereof from or to other property; (d) the Real Property has not been used, and until the Closing will not be used, for the generation, treatment, storage or disposal of any Hazardous Material, and there has been no migration or other transport of any Hazardous Material from any location off-site to the Real Property, during the period in which Seller has owned the Real Property or prior to that time; and (e) there are no Hazardous Materials in, on or under the Real Property. In addition, to the best of Seller's knowledge, but without any specific investigation therefore, there are no Hazardous Materials in any way relating to all or any portion of the Real Property or the area surrounding the Real Property.

For purpose of this section:

(i) "Claim of Environmental Liability" shall mean any and all claims, liabilities, obligations, losses or damages in connection with the Real Property suffered or incurred as a result of (A) any suit, action, legal or administrative proceeding, or demand asserted or threatened by any third-party, including any governmental agency or authority, arising under any federal, state or local Environmental Regulation; (B) requirements imposed by any federal, state or local Environmental Regulations, including all costs of remediation or costs otherwise incurred in complying with applicable laws and regulations; and (C) any and all judgments, court costs, legal fees, and other costs of discovery and defense associated with (A) or (B) above;

(ii) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (b) all requirements pertaining to the protection of the health and safety of employees or the public.

(iii) "Hazardous Materials" shall mean (a) any flammable, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (b) those substances listed in the United States Department of Transportation Table (49 C.F.R. Part 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (c) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (d) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic



Section 3.2. Policy of Title Insurance. Title to the Real Property shall be evidenced by the commitment of the Escrow Holder to issue at the Closing a standard California Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Real Property vested as designated by Buyer subject only to the Permitted Exceptions.

Section 3.3. Information About the Real Property. No later than thirty (30) Days before the End of the Due Diligence Period, Seller shall disclose and provide to Buyer all information known to Seller which may be reasonably necessary to evaluate the condition or desirability of the Real Property, other than matters that would be obvious and apparent to the Buyer from a limited inspection of the Real Property.

Section 3.4. Exclusion/Limitation of Representations and Warranties. Subject to the exception of Section 3.3, the Real Property is purchased on an "As Is Where Is" basis and no implied representations or warranties are intended or made in connection with such transfer. Except for those specifically set forth in this Agreement, no statements or promises of any kind have been made by Seller or any person on Seller's behalf to Buyer or any person on Buyer's behalf to induce Buyer to sign this Agreement. Buyer acknowledges that at the Closing that Buyer will have had a reasonable opportunity to make and has made an independent investigation of all aspects of the Real Property that it deemed appropriate.

Article 4. Contingencies.

Section 4.1. Contingencies to Benefit Buyer. Buyer's obligation to purchase the Real Property is subject to the following contingencies described in the following sub Sections (the "Contingencies"). The Contingencies are for the sole benefit of Buyer and, except as provided hereafter for certain matters under the Extended Contingencies Period, may be waived or deemed satisfied in Buyer's discretion prior to the end of the Due Diligence Period. The end of the due diligence period is ninety (90) Days from the Effective Date (the "End of the Due Diligence Period").

4.1.1. Buyer's Inspection and Examination of the Physical Condition and Suitability of the Real Property. Prior to the End of the Due Diligence Period, Buyer shall have access to the Real Property at reasonable times and shall have the right to conduct, at Buyer's expense, soil tests, engineering feasibility studies, environmental investigations and such other studies and inspections with respect to the Real Property as Buyer may desire to determine the suitability of the Property for Buyer's intended use(s). Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to the Real Property, injury to or death of persons, or the assertion of lien claims resulting from the Buyer's inspection and examination rights. The Buyer's exercise of inspection hereunder shall not unreasonably interfere with Seller's possession. Buyer shall give Seller Notice of the intention to enter and a description of the planned activities two (2) Days before the date of the planned entry.

4.1.2. Buyer's Approval of All Matters Disclosed under Section 3.03.

or dangerous waste, substance or material, all as amended; (e) petroleum or any by-products thereof; (f) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (g) asbestos in any form or condition; and (h) polychlorinated biphenyls.

Section 5.9. No Change in Operations. Until the Closing, the Real Property will continue to be operated in substantially the same manner as on the date of this Agreement.

Section 5.10. No Broker. Seller has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement and shall hold Buyer harmless from and against, any commission or finder's fee payable to any broker or any other party who may claim to have been entitled to any fee or commission through the Seller as a result of the transaction contemplated by this Agreement.

Section 5.11. No Change in Physical Condition. Seller will not alter the physical condition of the Real Property from and after the date of this Agreement, reasonable wear and tear excepted.

Section 5.12. Unforeseen Events. If, prior to the Closing, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) Days thereafter, disclose those matters by Notice to Buyer. Buyer shall have ten (10) Days after the earlier of (a) such disclosure; or (b) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by Notice to Seller within said ten (10) Day period, whether to purchase the Real Property or terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Section, Escrow shall immediately terminate upon Seller's receipt of Buyer's Notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the Parties who deposited the same and Seller and Buyer shall each pay one-half (½) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) Day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Real Property.

Section 5.13. No Implied Warranties. Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Section 5.14. All Representations and Warranties Only Contained Herein. This Agreement shall constitute the only representations or warranties made by Seller.

Section 5.15. No Easements or Other Rights Not of Record. Seller warrants that Seller has no knowledge of any easements, mineral rights or other rights to use or cross the Real Property that are not of record.



Section 5.16. Seller's Knowledge. Any representations and warranties made to the knowledge of Seller or on the basis of Seller's actual knowledge in this Article 5 shall mean and refer to the to the present, actual cognitive awareness (not constructive, imputed or implied) of Daniel Johnson who Seller party represents is the person most knowledgeable about the Property, but without any duty on his part to investigate or make inquiry of any other person whatsoever. Nothing contained in this Section 5.16 shall impose any personal liability on the foregoing individual.

Article 6. Buyer's Covenants, Representations and Warranties.

Section 6.1. No Broker. Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement and shall hold Seller harmless from and against, any commission or finder's fee payable to any broker or any other party who may claim to have been entitled to any fee or commission through the Buyer as a result of the transaction contemplated by this Agreement.

Section 6.2. Status of Buyer. Buyer is a California nonprofit public benefit corporation and is duly organized, validly existing, authorized to do business in 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.

Section 6.3. Buyer's Acknowledgment of As Is Condition. Buyer has or will make its own investigation concerning the physical condition of the Real Property, condition of title or any other matter pertaining to the Real Property, and, other than the specific representations and warranties made by Seller in this Agreement, Buyer is not relying on any representations, warranties or inducements of Seller or any of Seller's representatives or agents with respect to the physical condition of the Real Property, condition of title to the Real Property, or any other matter pertaining to the Real Property. Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement, Buyer is purchasing the Real Property and each and every aspect thereof in an "as-is" condition, and Seller makes no express or implied representation concerning (a) the status of title to the Real Property, (b) the current or future valuation of the Real Property, (c) the compliance of the Real Property in its current or future state with applicable laws or any violations thereof, including without limitation, those relating to access for the handicapped, environmental or zoning matters, or the ability to obtain a change in the zoning of the Real Property, (d) the nature and extent of any right-of-way, lease, lien, encumbrance, license or reservation, (e) the availability of any financing for the purchase, alteration or operation of the Real Property from any source, including, without limitation, any governmental authority or lender, (f) the current or future use of the Real Property, (g) the viability or financial condition of any tenant, and (h) the actual or projected value, income or operation expenses of the Real Property.

Section 6.4. Buyer's Covenant to Assume All Claims of Environmental Liability. Except where there has been a breach of Seller's Hazardous Materials representation made in Section 5.8 related thereto, as of and after the Closing Buyer agrees to be solely responsible for and to hold Seller harmless from any and all Claims of Environmental Liability, including all costs, judgments, legal fees, and other costs



otherwise incurred in complying with applicable laws and regulations. "Claims of Environmental Liability" shall mean any and all claims, suits, proceedings, liabilities, obligations, losses, or damages in connection with the presence or claimed presence of Hazardous Materials at or on the Real Property, brought or threatened by any governmental agency, the Buyer, directly or indirectly, or any other third party.

Article 7. Covenants, Representations and Warranties - Survival of Closing.

Section 7.1. Survival. All covenants, representations, warranties, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Closing.

Article 8. Miscellaneous Provisions.

Section 8.1. Loss, Destruction, and Condemnation. The Parties agree that the following provisions shall govern the risk of loss:

8.1.1. If, before Seller transfers legal title or possession of the Real Property to Buyer, all or a material part of the Real Property is destroyed without fault of Buyer, or is taken by eminent domain by any person or entity, Buyer shall be entitled to recover any portion of the price that Buyer has paid, and Seller shall not have the right to enforce this Agreement. For these purposes, "material part of the Real Property" means an improvement or improvements on the Real Property that would cost two thousand dollars (\$2,000) or more to replace or to restore to the condition as of the date of execution of this Agreement.

8.1.2. If after Seller transfers legal title or possession of the Real Property to Buyer, all or any part of the Real Property is destroyed without fault of Seller, or is taken by eminent domain by any person or entity, Buyer is not relieved from Buyer's obligation under this Agreement to pay the full price for the Real Property, nor is Buyer entitled to recover any portion of the price Buyer has paid.

8.1.3. If damage, destruction, or condemnation occurs at any time before the Closing, and this loss is not covered by this Section, Buyer shall not have the right to terminate this Agreement, but shall be entitled to offset the cost of repair or replacement against the Purchase Price of the Real Property.

Section 8.2. Liquidated Damages. NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, IN THE EVENT THE SALE AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT SOLELY ON THE PART OF BUYER, THE DEPOSIT (INCLUDING ALL INTEREST EARNED FROM THE INVESTMENT THEREOF) SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT (PLUS ANY INTEREST THEREON) HAS BEEN AGREED ON, AFTER CONSIDERATION, AS THE



PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT SOLELY ON THE PART OF BUYER. IN THE EVENT BUYER SHOULD CHALLENGE THE APPLICABILITY OR EFFICACY OF THIS PROVISION, OR IF THIS PROVISION SHOULD BE HELD TO BE VOID OR UNENFORCEABLE FOR ANY REASON, SELLER SHALL BE ENTITLED TO ANY AND ALL OTHER DAMAGES AND REMEDIES OTHERWISE PROVIDED AT LAW.

BUYER'S INITIALS UPB

SELLER'S INITIALS _____

Section 8.3. Insurance. Seller shall cancel all policies of insurance on the Real Property as of the Closing. Buyer shall be responsible for obtaining insurance on the Real Property as of the Closing.

Section 8.4. 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 under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed and delivered, as of the date set forth on the first page of this Agreement (the "Effective Date").

Section 8.5. Assignment. Buyer shall have the right to assign its rights but not its duties under this Agreement to a third party at its election upon notice to Seller.

Section 8.6. Binding on Successors and Assigns. Each and all of the provisions hereof shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

Section 8.7. Notices. All notices and demands ("Notices") shall be given in writing by personal service or by registered or certified mail, postage prepaid or by Federal Express, United Parcel Service or other overnight delivery service, charges prepaid or charged to the sender's account and return receipt requested, sent to the recipient's address stated herein. Notice shall be considered given when received or on the date appearing on the return receipt, but if the receipt is not returned within five (5) Days, then three (3) Days after mailed or two (2) Days after sent by Federal Express, United Parcel Service or other overnight delivery service, for overnight delivery. If any party gives Notice of a change of name or address, notices to that party shall thereafter be given as shown in that Notice.

Section 8.8. Counting of Days. Any reference to a number of Days herein is a reference to calendar days. If a party is required to complete the performance of an obligation under this Agreement by a date certain or within a fixed number of Days and such a date or last day is a Saturday, Sunday, or Federal bank holiday (collectively, a Nonbusiness Day), then the date for the completion of such performance will be the next succeeding day that is not a Nonbusiness Day.

Section 8.9. Waiver by Accepting Varied Performance. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or



consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

Section 8.10. Amendments and Modifications. No amendments, modifications, or supplement to this Agreement shall be binding on any of the Parties unless it is in writing and signed by and delivered to the parties in interest at the time of the modification.

Section 8.11. Entire Agreement. This Agreement and all exhibits hereto, as well as agreements and other documents referred to in this Agreement, constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements or understandings between or among the Parties with regard to the subject matter hereof and thereof. There are no 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.

Section 8.12. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, then such party, at its option and by giving Notice to the other, may terminate this Agreement. In such event the Parties shall take such reasonable action to restore each party to the position it was in prior to the making of this Agreement.

Section 8.13. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Section 8.14. Attorney Fees. If any party to this Agreement shall bring any action, suit, counterclaim, appeal, arbitration, or mediation for any relief against any other, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "Action"), the non-prevailing party or parties shall pay to the prevailing party or parties a reasonable sum for attorney fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or



award (collectively, a "Decision") granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to such Decision. The court or arbitrator may fix the amount of reasonable attorney fees and costs on the request of either party. For the purposes of this Section, attorney fees and costs shall include, without limitation, fees and costs incurred in the following: (1) post judgment motions and collection actions, (2) contempt proceedings, (3) garnishment, levy, and debtor and third party examinations, (4) discovery and (5) bankruptcy litigation.

Section 8.15. Exhibits Incorporation by Reference. Every exhibit, schedule, and other appendix attached to and referred to in this Agreement is incorporated in this Agreement by reference.

Section 8.16. Recitals. The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

Section 8.17. Best Efforts Clause. Each party will use their best efforts to perform the obligations in the Agreement.

Section 8.18. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement, including those provisions for which no definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.

Section 8.19. Cumulation of Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

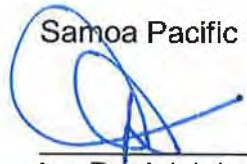
Section 8.20. Execution of Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the Parties hereto. The Parties acknowledge that they have read and understood this Agreement and its legal effect. Each party acknowledges having had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on representations or advice of and is not for the purposes of negotiation, execution, and delivery of this Agreement, a client of the legal counsel employed by any of the other parties to this Agreement.

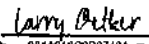
Section 8.21. Signatures, Counterparts and Use of Faxed or E-Mailed Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. Delivery of executed counterparts may occur by fax or e-mail or a similar process and shall be, upon such delivery, as binding as the delivery of the original signatures. The Parties authorize each other to detach and combine such signature pages and

consolidate them into a single original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

Section 8.22. Access to Property. Following the expiration of the Due Diligence Period and until this Agreement is terminated or Closing occurs, Buyer shall have reasonable access to the Real Property at reasonable times for the purpose of conducting non-invasive studies or planning for reason relating to Buyer's future development of the Real Property following Closing. Buyer shall give Seller Notice of the intention to enter and a description of the planned activities two (2) Days before the date of the planned entry. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to the Real Property, injury to or death of persons, or the assertion of lien claims resulting from the Buyer's access on the Real Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

Samoa Pacific Group LLC,

by: Daniel Johnson

Humboldt Bay Development
Association:
DocuSigned by:

by: Larry Oetker

ADDENDUM TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

As of September __, 2022, Samoa Pacific Group LLC, as the Seller, and Humboldt Bay Development Association, as the Buyer, under that certain Agreement for the Purchase and Sale of Real Property, made as of May 27, 2022 between Buyer and Seller (the "Agreement"), enter into this modifying Addendum to Agreement for the Purchase and Sale of Real Property (the "Addendum"). A copy of the Agreement is attached to this Addendum as Exhibit A and it is made a part hereof by this reference.

Under the Agreement, Seller, as the owner of the Real Property, agreed to sell it to the Buyer under the terms and conditions stated therein. The Buyer and Seller now enter into this Addendum to provide Buyer with an alternative method of paying the Purchase Price (the "Option"), as set forth below.

1. The USEPA Brownfield Loan. On or about May 10, 2014, Seller and the County of Humboldt (the "County") as the recipient of a "Brownfields Cleanup Revolving Loan Fund" from the United States Environmental Protection Agency for the purpose of the cleanup of Brownfields sites by making low interest loans to parties willing to undertake such cleanup, entered into that certain "County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement" (the "Brownfields Loan"). The Brownfields Loan was secured by certain real property owned by Seller, which is generally know as the Town of Samoa, which was more particularly described in that deed of trust dated May 6, 2014 and which was recorded on May 30, 2014 as Recording No. 2014-009496 in the records of the Humboldt County Recorder (the "2014 Deed of Trust"). Seller qualified for and took an initial advance of \$950,000 under the 2014 Deed of Trust. Thereafter, as Seller proceeded to perform the cleanup in the Town of Samoa under the Brownfields Loan and qualified for further advances, the County advanced Seller additional funds and recorded notice of such advances under the 2014 Deed of Trust. On May 10, 2018, the County recorded notice of an additional advances of \$1,000,000 and \$370,000, in the records of the Humboldt County Recorder, with Recording No. 2018-008706, and 2018-008707. The Buyer and Seller believe it is possible for Seller to qualify for and draw additional funds under the Brownfields Loan.

2. Transfer of the Brownfields 2014 Deed of Trust. The County has informed Buyer and Seller that it is willing to transfer the 2014 Deed of Trust from the Town of Samoa to the Real Property, allow Buyer to assume the obligation of the debt owed thereunder, reconvey the Town of Samoa property and release Seller from the debt thereunder.

3. Buyer's Option to Assume the Brownfields 2014 Deed of Trust. Buyer is given option to pay up to all of the Purchase Price at Closing by the Transfer of the Brownfields 2014 Deed of Trust security from the Town of Samoa to the Real Property and the Buyer's assumption of the obligation owed thereunder, provided that the Town of Samoa security is reconveyed and Seller is released from any obligation thereunder (the "Option"). In order to exercise the Option, Buyer must give Seller irrevocable Notice of exercise of the Option on or before December 31, 2022 and all arrangements for the assumption must be concluded by the Closing Date (subject to the extension

provisions under the Agreement). In the event Buyer elects to exercise the Option, while Seller will cooperate, it will be Buyer's exclusive responsibility to make all arrangements with the County and Escrow Holder under the provisions of the Option and to assume all costs thereunder.

4. Seller's Further Advances Under the 2014 Deed of Trust. As available to it and after Buyer gives Notice of exercise of the Option, Seller must take available advances under the 2014 Deed of Trust, provided however, that with the further advances the obligation owed on the 2014 Deed of Trust at the time of Closing shall not exceed the Purchase Price.

5. Credit Against the Purchase Price. If Buyer timely exercises the Option, Buyer and Seller will agree, prior to the Closing, as to the amount of debt that Seller will be assuming under the 2014 Deed of Trust at the Closing and will jointly instruct the Escrow Holder as to amount of credit Buyer will receive against the Purchase Price therefore. At the Closing, if the amount of the debt assumed by Buyer under the 2014 Deed of Trust is less than the Purchase Price, Buyer will deposit ready funds into the Escrow equal to the difference between the debt assumed and the Purchase Price.

6. Other Provisions of Agreement Unchanged. Except as specifically modified in this Addendum, all other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth in the first paragraph hereof.

Samoa Pacific Group LLC:

Humboldt Bay Development Association:

by: Daniel Johnson

by: Larry Oetker

**EARNEST MONEY FUNDING AGREEMENT
AND
GRANT OF ASSIGNMENT AND PURCHASE OPTION**

THIS AGREEMENT (“Agreement”) is made effective as of August 17, 2022, by and between the HUMBOLDT BAY DEVELOPMENT ASSOCIATION, a non-profit public benefit corporation (“HBDA”) and the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT, a California special district (“District”). HBDA and the District may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

The Parties enter into this Agreement in reference to the following Recitals of essential facts:

- A. The District was formed in 1970 to carry out its legislative purpose, which is for the acquisition, construction, maintenance, operation, development, and regulation of harbor works and improvements...for the development, operation, maintenance, control, regulation, and management of Humboldt Bay upon the tidelands and lands lying under the inland navigable waters of Humboldt Bay, for the promotion of national and international commerce, navigation, fisheries, and recreation thereon, and for the development and protection of the natural resources of the area;
- B. In or about 2016, the HBDA was incorporated a public benefit corporation to carry out its purpose, as set forth in its Articles of Incorporation, to “support and implement improvement in Samoa, California, and, in conjunction with other public agencies and nonprofit organizations, as appropriate, to promote the health and well-being of residents of Humboldt County through the environmental improvement and development of the Humboldt Bay Eco-Industrial Park Facilities;”
- C. In an effort to support and facilitate the District’s contemplated development of a heavy lift port in Humboldt Bay to support offshore, sustainable wind energy development, HBDA entered into an agreement with Samoa Pacific Group LLC in May 2022 (“Purchase Agreement”) to acquire the real property generally described as Humboldt APN 401-031-083 and particularly described as lot 135, as shown on Tract Map 665, recorded on August 18, 2021, in Book 25 of Maps, pages 127-141, in the Office of Recorder for the County of Humboldt, State of California (the “Real Property”);
- D. The Real Property is directly adjacent to the District’s existing property commonly referred to as Redwood Marine Terminal I, which fronts the Humboldt Bay;

- E. Pursuant to the terms of the Purchase Agreement, HBDA has the unqualified right to assign its rights under the Purchase Agreement upon notice to the seller thereunder;
- F. Pursuant to this Agreement, HBDA and the District desire to set forth the terms and conditions upon which the District may elect to take an assignment of the Purchase Agreement or purchase the Real Property, in either case upon its election.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Grant of Option. Subject to the terms and conditions of this Agreement, HBDA grants to the District an option, at the District's election, to:

- (a) take and assignment of the Purchase Agreement and to, thereafter, purchase the Real Property upon and subject to all terms and conditions of the Purchase Agreement ("Assignment Option"); or
- (b) purchase the Real Property from HBDA following HBDA's acquisition of the Real Property at the same purchase price as paid by HBDA under the Purchase Agreement ("Purchase Option").

The Assignment Option and the Purchase Option are collectively referred to as the "Option".

2. Consideration for the Option. In consideration for the Option, the District shall pay to HBDA the sum of fifty thousand dollars (\$50,000) ("Option Consideration") for HBDA to use at its earnest money deposit under the Purchase Agreement, provided:

- (a) If the District exercises the Assignment Option, the Option Consideration shall be assigned by HBDA to the District and applied to the purchase price payable by the District pursuant to the Purchase Agreement.
- (b) If the District exercises the Purchase Option, the Option Consideration shall be applied to the purchase price payable to HBDA.
- (c) If the District fails to exercise the Option, and HBDA does not purchase the Real Property pursuant to the Purchase Agreement, HBDA shall pay to the District any portion of its deposit returned to HBDA from escrow up to the full amount of the Option Consideration.
- (d) If the District fails to exercise the Option, and HBDA purchases the Real Property, the Option Consideration shall remain the property of HBDA.

3. Further Consideration for the Option. As additional consideration for the Option, the District shall, at its cost and expense, perform all necessary or desired due diligence under the Purchase Agreement, subject to the approval of HBDA.

4. Exercise of Option. Provided the District is not in default under this Agreement, the Option may be exercised by the District by delivering to HBDA written notice of the exercise ("Exercise Notice"), which shall state that the Option, as applicable, is exercised without condition or qualification, prior to the expiration of the following time periods:

(a) as to the Assignment Option, no later than ten (10) calendar days prior to the close of escrow under the Purchase Agreement;

(b) as to the Purchase Option, on or before five years following the close of escrow by HBDA under the Purchase Agreement.

5. Purchase Agreement. Upon the proper and timely exercise of the Purchase Option, the Parties shall execute a written purchase agreement containing the following materials terms, among other commercial reasonable and standard terms as would be typical of an agreement to purchase vacant land:

(a) Purchase Price. The Purchase Price shall be the same as stated in the Purchase Agreement plus applicable holding costs incurred by the HBDA.

(b) Escrow. Escrow shall be handled by Humboldt Land Title Company with no less than a 60-day escrow period;

(c) Condition of Title. The District's review and approval of the condition of title;

(d) CEQA and NEPA. The District shall have the right to complete any required environmental review prior to closing;

(e) Due Diligence. The District shall have a limited right to conduct due diligence to determine if any material changes occurred to the Real Property following HBDA's acquisition of the Real Property.

6. Representations and Warranties. Each Party makes the following representations and warranties to the other Party:

(a) The persons who have executed this Agreement have been authorized to do so by the Party on whose behalf the Party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each Party has a good and legal right to enter into this Agreement and to perform all covenants of that Party contained in this Agreement.

(b) None of the warranties, representations, or statements made by any Party in this Agreement contain any untrue statements of material fact or omit a material fact necessary in order to make the statements not misleading. All representations and warranties of any Party shall be true on and as of the closing date with the same force as though made on and as of the closing date.

7. No Default by HBDA. HBDA shall exercise all reasonable diligence to ensure that it does not commit any act or omission that would constitute a default under the Purchase

Agreement. Further, in the event of HBDA's default, HBDA shall exercise diligence in curing the default during any applicable cure period.

8. Duty to Cooperate and Keep Informed. Each Party shall reasonably cooperate with the other Party in its performance under this Agreement and shall keep the other informed of any notices or material information received concerning the Real Property or that would affect the rights granted herein.

9. Time of Essence. Time is of the essence for this Agreement.

10. 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.

11. Amendment. This Agreement may not be amended or altered except by a written instrument executed by the Parties.

12. Partial Invalidity. Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force.

13. Exhibits. All attached exhibits are incorporated in this Agreement by this reference.

14. Integration. This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting the Option.

15. Governing Law. The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

16. Construction. Section headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret 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 it.

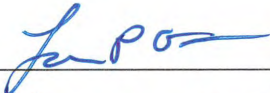
17. Further Assurances. Whenever requested by the other Party, each Party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

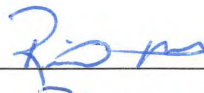
SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FOR THE DISTRICT:

FOR HBDA:

By: 
Name: Larry Oetker
Its: Executive Director

By: 
Name: Richard Marks
Its: Board President

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

5th Division

Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
December 8, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: December 1, 2022

TITLE: Consider Approval of the Second Amendment to the Employment Agreement with Larry Oetker as Executive Director

STAFF RECOMMENDATION: Staff Recommends that the Board: Consider any Salary Adjustments or other modifications to the Agreement and then approve the Second Amendment.

SUMMARY: Larry Oetker has been the Executive Director since December 8, 2018. The proposed amendment will expire on December 31, 2023.

DISCUSSION: The District continues to move forward on multiple fronts towards implementing the Boards strategic vision to revitalize Humboldt Bay while at the same time promoting commercial fisheries and aquaculture, providing recreational opportunities, and implementing conservation/restoration projects around the Bay. Over the next year, the District will continue to plan, permit, and implement major projects, including but not limited to, dredging Woodley Island Marina; developing the Nordic Aquafarms and master bay water intake system; leasing Redwood Marine Terminal I to Crowley Wind Services; permitting addition fisherman’s work dock and storage areas on Woodley Island. These projects will have long lasting positive effects on the District, our customers, and the community at large. It would be an honor if the Board would allow me to serve the community for another year as the District’s Executive Director.

ATTACHMENTS:

- A Draft Second Amendment to Employment Agreement

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made this 8th day of December 2022 ("Effective Date"), by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a public entity ("District"), and LARRY OETKER ("Employee").

RECITALS

A. Employee has served as the Executive Director of the District since December 7, 2018, pursuant to the terms and conditions of that written Employment Agreement originally entered into on December 8, 2018, as amended and restated by that Employment Agreement dated March 28, 2019, and as further amended by that First Amendment to Employment Agreement dated December 8, 2021 (collectively, the "Agreement").

B. By way of this Amendment, Employee and the District desire to modify the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for adequate consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Amendment to Section 5 of the Agreement.

(a) Notwithstanding anything in the Agreement to the contrary, Employee and the District agree that, for the period commencing on December 18, 2022, through and including December 31, 2023, Employee's annual salary shall be \$165,000 payable in regular equal installments based on pay periods generally applicable to District employees.

(b) Notwithstanding anything in the Agreement or the District's personnel policies that imposes an accrual cap on the amount of vacation Employee may hold at any given time, the District and Employee agree that Employee's vacation accrual shall not be subject to an accrual cap that would prevent or limit the vesting of vacation to be earned by Employee on January 1, 2023, pursuant to the Agreement. All such vacation shall vest regardless of the amount of vacation Employee has available as of December 31, 2022.

2. No Further Modification; Conflict. Except as set forth in this Amendment, all the terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Agreement, and the terms, covenants and conditions of this Amendment, the terms, covenants, and conditions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT,

By: _____

Name: Greg Dale
Title: President of the Board of Commissioners

_____ Date

EMPLOYEE

By: _____

Name: Larry Oetker
Title: Executive Director

_____ Date

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

5th Division

Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
December 8, 2022

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: December 1, 2022

TITLE: Consider Approval of the 1st Amendment to the Employment Agreement with Chris Mikkelsen as Deputy Executive Director

STAFF RECOMMENDATION: Staff Recommends that the Board: Consider modifications to the Agreement and then approve the First Amendment.

SUMMARY: Chris Mikkelsen has been the Director of Facilities Maintenance since July 23, 2019. The proposed amendment will expire on December 31, 2025.

ATTACHMENTS:

A Draft First Amendment to Employment Agreement

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made this 8th day of December 2022 ("Effective Date"), by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a public entity ("District"), and CHRIS MIKKELSEN ("Employee").

RECITALS

A. Employee has served as the Director of Facilities Maintenance of the District since July 23, 2019, pursuant to the terms and conditions of that written Employment Agreement originally effective on July 23, 2019 (the "Agreement").

B. By way of this Amendment, Employee and the District desire to modify the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for adequate consideration (the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Amendment to Section 1 of the Agreement

(a) Notwithstanding anything in the Agreement to the contrary, as of December 18, 2022, Employee is promoted to the position of Deputy Executive Director of the District. Wherever the term "Director of Facility Maintenance" is used in the Agreement, the term shall now read "Deputy Executive Director". As Deputy Executive Director, Employee shall report directly to the Executive Director and oversee all aspects of the organization's operations, including planning, budgeting, staffing, and other day-to-day activities.

2. Amendment to Section 5 of the Agreement.

(a) Notwithstanding anything in the Agreement to the contrary, but subject to the at-will nature of the employment, Employee and the District agree that, for the period commencing on December 18, 2022, through and including December 31, 2025, Employee's annual salary shall be \$120,000, payable in regular equal installments based on pay periods generally applicable to District employees. As Nordic Aquafarms has received their Coastal Development Permit from the County of Humboldt, as authorized by Resolution 2021-12, Employee shall receive a one-time \$2,080 lump sum payment as a performance bonus. Employee shall receive a \$5,000 annual salary increase once the Coastal Development Permits are received from the Coastal Commission for the new heavy lift terminal at Redwood Marine Terminal I.

3. Amendment to Section 7 of the Agreement.

(a) Subject to the at will nature of the employment, unless renewed or amended, this Agreement will terminate on December 31, 2025.

4. No Further Modification; Conflict. Except as set forth in this Amendment, all the terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Agreement, and the terms, covenants and conditions of this Amendment, the terms,

covenants, and conditions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT,

By: _____

Name: Greg Dale
Title: President of the Board of Commissioners

_____ Date

EMPLOYEE

By: _____

Name: Chris Mikkelsen
Title: Deputy Executive Director

_____ Date