

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

DATE: January 8, 2026

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

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

How to Observe and Participate in the Meeting:

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

Zoom link: <https://us02web.zoom.us/j/6917934402>
Meeting ID: 691 793 4402
One tap mobile
(669) 900-9128, 6917934402#

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

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.

Agenda for Regular Board Meeting on January 8, 2026

3. Move to Closed Session

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

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Election of Board President, Vice President and Secretary

Summary: District Ordinance No. 6, Article II Officers, Section 6 states: "The President, Vice-President and Secretary shall be elected at the annual meeting of the Board of Commissioners of the District from among the members of said Board of Commissioners and shall hold office for one year or until their successors are elected and qualified. All Officers shall serve during the pleasure of the Board of Commissioners of the District."

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 Regular Board Meeting on December 11, 2025
b) Approval of Employment Contract Extension/Amendment for Executive Director

10. Communications, Reports, and Correspondence Received

a) Correspondence Received
b) Executive Director's Report
c) Staff Reports

- d) District Counsel Report
- e) District Treasurer Report
- f) District Engineer Report
- g) District Planner Report
- h) Commissioner and Committee Reports

11. Unfinished Business

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

Recommendation: Receive the report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for January 2026 and will focus primarily on various forms of community benefits. A brief funding update will also be provided. This month's update will not include technical speakers.

12. New Business

- a) **Consider Adopting Resolution 2026-01, A Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2026**

Recommendation: Staff recommends that the Board Adopt Resolution 2026-01, accept the meeting calendar for 2026, and adopt the salary schedule for FY 2025-2026.

Summary: Annually, the Board approves a Resolution that appoints specific staff and/or consultants and establishes financial limitations, legal notice designations, meeting schedules, and other business matters of the District.

- b) **Consider authorizing the execution of a Municipal Finance Equipment Lease – Purchase Agreement with Ford Motor Credit for the acquisition of Two (2) 2026 Ford F-150 Fleet Trucks for District Facilities Operations**

Recommendation: Staff recommends that the Board authorize the acquisition of two (2) 2026 Ford F-150 pickups and further authorize staff to execute the associated financing agreements and related documents.

Summary: The District has broad operating boundaries and extensive facilities operations within these boundaries; safe and reliable vehicles are essential for such operations. Currently, the District operates seven (7) fleet vehicles and two (2) specialty vehicles, all 2010 or older and with significant mileage. While most vehicles are reaching or exceeding the end of their service life, our Facilities Fleet is at a critical point and has exceeded its useful life, often requiring extensive repairs. Safety is also a concern, as unreliable service has left staff stranded by the roadside.

c) Consider Authorization of an Amendment to Contract Between The California Public Employees' Retirement System and The Board of Commissioners of The Humboldt Bay Harbor Recreation and Conservation District by Adopting Resolution 2026-02

Recommendation: Staff Recommends the Board authorize an amendment to the Contract between The California Public Employee's Retirement System and The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District by adopting Resolution 2026-02.

Summary: The Resolution of Intention adopted on December 11, 2025 authorized the amendment of the CalPERS retirement contract to provide 2% @ 55 Modified formula (from 2% @ 55 Full formula) and 2% @ 62 Supplemental formula (from 2% @ 62 Full formula) for local miscellaneous members due to the addition of Social Security. The effective date of this amendment may be as early as the day following the adoption of this resolution.

d) Consider Adopting Resolution 2026-03: Establishing Findings Relative to Harbor District Permit 2025-05 for the CalTrout Elk River Estuary Restoration Project; Making CEQA Responsible Agency Findings; and Approving Permit 2025-05 with Conditions

Recommendation: Staff recommends that the Board: Adopt Harbor District Resolution No. 2026-03 which includes:

- Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA)
- Establishing Findings Relative to the Permit Application for the CalTrout Elk River Estuary Restoration Project (Planning Area 1)
- Approving Permit 2025-05 with Conditions

Summary: California Trout (CalTrout) submitted Permit Application 2025-05 to conduct the Elk River Estuary (Planning Area 1) Restoration Project (Project), which is one phase of a large-scale ecological restoration effort located in the tidally influenced lower Elk River watershed near Humboldt Bay, California (Figure 1). The Elk River Restoration Project (Planning Area 1) would restore tidal marshes, slough channels, riparian corridors, and floodplain connectivity to improve habitat for threatened and endangered fish species (Figure 2). The Project also addresses flooding of agricultural fields, includes public access improvements, and enhances the resilience of the estuarine ecosystem to sea level rise and climate change.

13. Adjournment

DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
December 11, 2025

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

CLOSED SESSION – 5:00 P.M.

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

BUSINESS

- a)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor's Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.
- b)** PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director
- c)** CONFERENCE WITH LABOR NEGOTIATORS Agency-designated representatives: Stephen Kullmann, Board President; Ryan Plotz, District Counsel
Unrepresented employee: Executive Director

REGULAR SESSION – 6:02 P.M.

ROLL CALL

PRESENT: BENSON
DALE
KULLMANN
NEWMAN
NORTON

ABSENT: NONE
QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

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

CONSENT CALENDAR

- a) Adopt Minutes for November 13, 2025 Regular Board Meeting
- b) Receive District Financial Reports for October 2025

COMMISSIONER DALE MOVED ACCEPT CONSENT CALENDAR ITEMS A-B.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

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

UNFINISHED BUSINESS

- a) Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project
 - I. District Staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.
- b) Consider Adopting Resolution 2025-08, A Resolution of Intention to Approve an Amendment to Contract Between The California Public Employees' Retirement System and The Board of Commissioners of The Humboldt Bay Harbor Recreation and Conservation District
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.

- III. Chair Kullmann opened the item to public comment. No one commented.
- IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER NORTON MOVED TO ADOPT RESOLUTION 2025-08, A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.
COMMISSIONER NEWMAN SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: NONE
Abstain: NONE

NEW BUSINESS

- a) Receive A Special Presentation on King Tides by Troy Nicolini, Meteorologist-in-Charge, NOAA NWS, Eureka, California**
 - I. Meteorologist Troy Nicolini presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Jen Kalt commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Presentation item, no formal action was taken.
- b) Consider Approval of Amendments to Employment Agreement Between the District and Chris Mikkelsen**
 - I. District Counsel presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER DALE MOVED TO APPROVE THE FOLLOWING AMENDMENTS TO THE EMPLOYMENT CONTRACT WITH THE EXECUTIVE DIRECTOR TO BE AMENDED AND FULLY RESTATED FOR THE JANUARY 2026 REGULAR MEETING OF THE BOARD OF COMMISSIONERS:
 - a. Three-year term extension through 12/31/2028
 - b. Compensation to increase by 3% cost of living increase to existing salary, with automatic cost of living increase
 - c. Monthly vehicle allowance of \$400 per month starting 1/1/2026COMMISSIONER NORTON SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: BENSON, DALE, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: NONE
Abstain: NONE

BOARD CHAIR STATED THAT THE BOARD OF COMMISSIONERS WILL ENTER BACK INTO CLOSED SESSION AFTER ADJOURNMENT OF REGULAR SESSION

ADJOURNMENT – 6:58 P.M.

APPROVED BY:

Aaron Newman
Secretary of the Board of Commissioners

RECORDED BY:

Mindy Hiley
Director of Administrative Services

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT
With
CHRIS MIKKELSEN

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made effective as of the 1st day of January, 2026 (the "Effective Date") between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "**District**", and Chris Mikkelsen, herein referred to as "**Employee**".

The parties recite that:

- A. District is a public entity with legal duties, powers and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.
- B. Employee currently serves as the Executive Director of the District pursuant to that written Employment Agreement dated and made effective as of September 17, 2023 ("Employment Agreement").
- C. Employee is willing to continue his employment with District, and District is willing to employ Employee on the terms and conditions hereinafter set forth.
- D. The District and Employee intend by this Agreement to amend and fully restate the Employment Agreement as of the Effective Date of this Agreement.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

1. **Appointment; Term.** Pursuant to this Agreement, and subject to the "at will" nature of this Agreement, Employee's employment as the Executive Director of the Humboldt Bay Harbor, Recreation and Conservation District is extended until December 31, 2028, (the "Term"), unless sooner terminated in accordance with this Agreement.
2. **Duties.**
 - a. Employee shall serve as the Executive Director of the District and shall be responsible for the day-to-day administration, management, and operation of the District, including implementation of policies, programs, and directives adopted by the Board of Commissioners ("Commission"). Employee shall faithfully, diligently, and to the best of his ability perform all duties of the Executive Director

position, including supervision of District staff, oversight of District facilities and programs, development and administration of the District budget, management of District contracts, representation of the District in intergovernmental and public matters, and such other duties as may be lawfully assigned by the Commission. Employee shall have authority to implement Board-approved policies and programs, to supervise District employees, and to manage day-to-day operations of the District, consistent with applicable law

- b. Employee shall take policy direction and instruction only from the Commission acting as a body at duly noticed meetings, or from the President when authorized by formal Commission action. No individual Commissioner shall have the authority to direct, supervise, evaluate, or control the day-to-day activities of Employee, nor shall Employee be required to follow directives issued by individual Commissioners unless they are consistent with Commission-adopted policies or Commission-approved actions.
- c. Employee shall perform these duties at the District's offices in Humboldt County and at such other locations as may be reasonably required for District business.

3. Termination. Notwithstanding the term of this Agreement set forth in Section 1, above, Employee shall serve in the position of Executive Director at the will and pleasure of the Commission. The Commission or Employee may terminate this Agreement and terminate Employee's employment with or without cause at any time, subject to the following:
 - a. In the event Employee desires to terminate employment with the District, it is expected that Employee shall give to District a minimum of ninety days (90) days written notice of said intention to terminate. Upon mutual agreement, the Commission may waive all or part of the notice period. Employee shall be compensated for accrued benefits to the date of termination in accordance with the provisions of the Personnel Policy.
 - b. In the event the Commission desires to terminate Employee's employment with the District without "cause" (as defined below), the District shall provide Employee not less than six (6) months' prior written notice of the date of termination. In the event less than six (6) months' notice is given, the District shall pay to Employee on the effective date of the termination a lump sum amount equal to: (i) all unpaid salary and accrued vacation through the date of termination, (ii) an amount equal to Employee's salary that the District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice; (iii) an amount equal to the District's contribution towards Employee's health, dental, and vision insurance benefits (to the extent then provided under the District's Personnel Policy) that the

District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice; (iv) an amount equal to the District's contribution towards CalPERS on behalf of Employee (to the extent then provided under the District's Personnel Policy) that the District would have otherwise made but for the termination from the date of termination to the date that is six months after the date of the termination notice; and (v) an amount equal to the District's contribution towards Employee's 401k or other retirement fund (to the extent then provided under the District's Personnel Policy) that the District would have otherwise paid but for the termination from the date of termination to the date that is six months after the date of the termination notice.

This provision shall not apply in the event Employee is terminated for cause or Employee resigns, retires, or otherwise terminates this Agreement.

For purposes of this Agreement, 'Cause' shall mean any of the following:

- i. Willful misconduct, gross negligence, or malfeasance in the performance of Employee's duties;
- ii. Fraud, dishonesty, or misrepresentation in the course of employment;
- iii. Material violation of any District policy, including but not limited to the District's Personnel Policies, Harassment and Discrimination Policies, and Workplace Violence Policies, after written notice and a reasonable opportunity to cure, if the violation is one capable of cure;
- iv. Conviction or plea of nolo contendere to any felony, or to any misdemeanor involving fraud, dishonesty, or moral turpitude;
- v. Material breach of this Agreement, after written notice and a reasonable opportunity to cure, if the breach is capable of cure;
- vi. Knowing and unauthorized disclosure of confidential or privileged information of the District; or
- vii. Failure or refusal to follow lawful directives of the Commission acting as a whole, after written notice and a reasonable opportunity to cure, if the failure is capable of cure.

4. Compensation and Benefits.

- a. **Annual Salary.** Effective January 1, 2026, Employee's annualized salary shall be increased by a percentage equal to the percentage change, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, for the twelve (12) month period ending October 2025; provided, however, that such increase

shall not be less than three percent (3%). Based on a 3% minimum adjustment, Employee's annualized salary for calendar year 2026 shall be One Hundred Fifty-Nine Thousand Six Hundred Fifty Dollars (\$159,650).

- b. **Cost of Living Adjustments.** Beginning January 1, 2027, and on each January 1 thereafter during the Term, Employee's then-current annual salary shall be increased by the percentage change in CPI-U for the preceding twelve (12) month period ending October; provided, however, that each such annual adjustment shall not be less than three percent (3%).
- c. **Car Allowance.** For the period January 1, 2026 through December 31, 2026, and in lieu of any merit-based salary increase for the 2026 calendar year, Employee shall receive a vehicle allowance of Four Hundred Dollars (\$400.00) per month, payable at the same time as Employee's regular salary and treated as taxable compensation in accordance with applicable law.
- d. **Heavy Lift Terminal Incentive Pay.** Additionally, Employee shall receive a one-time Five Thousand Dollar (\$5,000) lump sum performance bonus if, during the Term, all necessary Coastal Development Permits are received from the California Coastal Commission approving the development and operation of the District's proposed new heavy lift terminal at Redwood Marine Terminal I.
- e. **Vacation.** Employee's current accrued but unused vacation balance as of the Effective Date shall remain intact under this Agreement. Commencing each January 1 during the Term of this Agreement, Employee shall accrue three (3) weeks (15 days) of paid vacation per calendar year.
- f. **Management Leave.** In addition to the above vacation time, and in recognition that the Executive Director position often requires Employee to spend some time conducting District business while on vacation, commencing January 1 of each calendar year during the Term, Employee shall be entitled to take up to an additional ten (10) days of managerial time off each calendar year, in which he may be out of the office all or part of the days for combined personal time off and for conducting District business while offsite. Notwithstanding anything in this Agreement or the District's personnel policies to the contrary, managerial time off is not considered a vested benefit and, accordingly, any unused managerial time off shall not carry over to the next calendar year nor be payable upon separation of employment.
- g. **Fringe Benefits.** In addition to the foregoing, Employee shall receive the employee benefits for full-time employees as now established by the District's Personnel Policy, or different employee benefits as may be modified or established by the District in the future. However,

nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment. Unless approved by the Commission, Employee shall not be entitled to salary increases that may be provided to other District employees during the Term of this Agreement.

5. **Performance Review.** Employee's salary, job duties and performance shall be reviewed annually at the November regular meeting by the Commission. The Commission may, in its discretion, review Employee's performance more frequently than annually if it so elects. If, following the annual review in November of 2026, the Commission collectively determines, in its sole and absolute discretion, that Employee has performed his duties satisfactorily, Employee's annual salary for the subsequent calendar year may be increased by the Commission at its sole discretion.
6. **Exempt Position.** The position of Executive Director is exempt within the meaning of the California Labor Code for the purposes of wage and hour provisions. Employee's workweek is not necessarily limited to 40 hours per week. Employee may be expected to work more than 40 hours per week if required to perform his duties at the regular monthly salary with no provision for overtime pay.
7. **Unclassified Position.** Employee is an unclassified employee as the Executive Director, as applicable. Employee is not entitled to participate as a member of the Operating Engineers Local Union No. 3, AFL-CIO, pursuant to the Union Contract with District, and Employee is not included as a member of the bargaining unit represented by the Union.
8. **Compliance with District Policies.** Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment.
9. **Entire Agreement.** This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties, including but not limited to any oral discussions concerning employment. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

10. No Waiver. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
11. Disputes. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County, California.

Executed at Eureka, Humboldt County, California, on the date first above written.

EMPLOYEE

Chris Mikkelsen, Employee

HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION
DISTRICT

By: _____, President

COMMISSIONERS

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

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



**STAFF REPORT
HARBOR DISTRICT MEETING
January 8, 2026**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: December 22, 2025

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

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for January 2026 and will focus primarily on various forms of community benefits. A brief funding update will also be provided. This month's update will not include technical speakers.

FUNDING UPDATE: During the September 2025 Board meeting, staff reported that the Federal Department of Transportation withdrew/terminated the Humboldt Bay Heavy Lift Marine Terminal project's PIDP and INFRA grants. The Federal government communications indicated that our project is inconsistent with Federal priorities, including the installation of solar panels to produce on-site power, inclusion of EV charging infrastructure for employee parking spaces, and overall support for "... the growth of zero-emission transportation and society-wide decarbonization."

At the September meeting, staff reported the plan to do the following unless directed to do otherwise by the Board:

1. Temporarily pause most parts of the project, including community engagement.
2. Work with the California Energy Commission (CEC) to replace the lost Federal funds that were dedicated to permitting, design, and community engagement.
3. As soon as project funding is replaced, bring the project back online.
4. Continue to include on-site renewable energy generation, EV charging options, and other "green terminal" efforts in the permitting and design.
5. Work with the CEC to activate the \$18.25M WFIP grant recently awarded to the District.

Step 1 is still currently underway. As of the writing of this staff report, Step 2 has yet to be approved by the CEC, but communications indicate that approval should occur shortly. Steps 3 and 4 are currently forecasted to occur later this month. Monthly technical speakers are

expected to resume at the February Board meeting. Staff forecasts that Step 5 will occur in February. Staff will provide schedule updates at each upcoming Board meeting.

The remainder of this staff report focuses on “Community Benefits.”

DEFINING COMMUNITY BENEFITS: In a general sense, “Community Benefits” are positive project-attributable outcomes, investments, commitments, mitigations, activities, obligations, or physical modifications/enhancements that provide some level of benefit to one or more sectors of the communities in the greater region surrounding a development project. Such benefits may offset impacts, share project value, and/or produce durable social, economic, environmental, or health improvements for affected communities, particularly those experiencing disproportionate project burdens. Benefits may be:

- Naturally inherent to a project (new jobs) or purposefully added (pre-project job training programs).
- Contractually negotiated and legally binding (Community Benefit Agreements) or voluntary (Community Benefit Program or neighborhood trail built into project design).
- Directly negotiated (CBA), regulatorily imposed (CEQA mitigation measure), or self-imposed (committing to emission reductions from the very beginning of project concept development).
- Cash or in-kind.
- Up-front, phased, or long-term.
- Targeted or broadly distributed.

Over the past two years, staff has presented to the Board preliminary considerations regarding community benefits of the Heavy Lift Marine Terminal project. The topic of benefits has been a major agenda item for the Community Advisory Committee and several other project committees. These early conversations have been fruitful and informative, leading staff to recommend that the District begin the process of developing a more formal and decisive strategy regarding community benefits. This process is likely to occur over the coming 18 months or more. The ongoing conversation is likely to include exploration of formal/legal contracts, such as Community Benefit Agreements (CBA), Tribal Benefit Agreements (TBAs), Good Neighbor Agreements (GNA), Neighborhood Benefit Agreements (NBA), Community Benefit Programs (CBP), and other similar topics. Staff recommends the District also invests in multiple forms of benefits, not just formal legal agreements.

BROAD CONTEXT OF COMMUNITY BENEFITS AND THE DISTRICT’S LIMITED ROLE: The topic of community benefits in the context of offshore wind can be confusing, primarily because there is not a single “offshore wind project.” In fact, offshore wind projects fall into multiple categories, including ocean-based projects, port-based projects, and transmission-related projects. Community benefits can be discussed in association with each of these three project categories. The ocean-based projects in particular have already made some level of commitment to include community benefit agreements in the future. It is important for the District to emphasize that the port terminal project under development by the District is completely separate and distinct from the ocean-based projects. The District has no direct influence over the impacts, benefits, or legal agreements associated with the ocean-based projects or transmission-related projects; the

District is only directly associated with the category of port-based projects. Staff recommends that the District advocate for the ocean-based projects to provide community benefits, but it is important for the Board and the public to understand that the District does not and cannot control the community benefit negotiations or outcomes for ocean-based projects.

In contrast, the District is directly responsible for discussions related to the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This is a port-based project designed to transform a 180-acre site within of the Port of Humboldt Bay into a specialized multipurpose facility to support the deployment of floating offshore wind turbines.

INVOLVEMENT OF TERMINAL OPERATOR IN DEFINING/NEGOTIATING BENEFITS: The District's current strategy is for the project to be operated by a competitively-selected third party (Operator). In regard to the Operator and community benefits, the District could do one of the following:

1. Define and formalize all community benefits prior to and/or without the participation of a selected Operator. Under such a scenario, the District would inform the Operator of the benefits that will be required in the mandatory conditions of a lease.
2. Include the Operator in all decision-making regarding benefits.
3. Authorize the Operator to interface directly with the community and make all primary decisions regarding benefits without the District's direct participation.

District staff currently recommends against option #3. Since the District does not currently have an operator, option #1 is underway by default, though the District Board could choose to transition to option #2 in the future. However, that conversation should be reserved for future agenda items regarding the District's strategy and timeline for selecting an operator. Staff is not seeking direction regarding this matter at this time, but will likely do so in the future.

TYPES OF BENEFITS: Community benefits fall into the following categories:

1. Natural Benefits: Perks that are inevitable and inherent outcomes of a project's development without any modifications to the project required. Examples of Natural Benefits include new jobs created and cleanup of site contamination.
2. Built-in Benefits: Positive features (amenities) that are not specifically needed for the function/purpose of a project, but are strategically added to the project's design for the benefit of third parties. Examples of Built-in Benefits include a neighborhood trail and an off-site recreational facility.
3. Benefit Programs: Official on-going systematic supplemental activities managed by an organization to provide benefits over time. The Headwaters Fund is an example of a Benefit Program.
4. Community Benefit Agreements: Formal legal/contractual agreements designed to explicitly benefit specific groups for designated purposes.

Each of these are described below.

NATURAL BENEFITS: As a major multipurpose infrastructure project designed to support offshore wind development, the terminal will deliver a range of innate benefits simply by fulfilling its core purpose. For instance, the construction and long-term operation of the terminal will create new local job

opportunities across sectors such as construction, marine logistics, welding, engineering, vessel maintenance, and many others. The terminal's role in assembling and launching massive floating wind turbines will also stimulate local business activity, from fuel suppliers and equipment vendors to hotels and restaurants serving workers. Additionally, improvements to port infrastructure, such as upgraded roads and utilities, will have spillover benefits for other industries that use the harbor, such as fishing and marine research. These inherent benefits will complement those benefits formally negotiated in CBAs or awarded through grant programs. Thus, these "natural benefits" must be understood and acknowledged as they are an essential part of how this large-scale project will contribute to Humboldt County's overall regional development. Attachment 1 provides a preliminary list of anticipated "Natural Benefits."

BUILT-IN BENEFITS: Other types of benefits beyond those that naturally occur can be strategically added to a project. These are "Built-in Benefits" or "Built-in Amenities," of which the heavy lift marine terminal has many, such as the enhancement of an offsite work dock that is crucial to many Humboldt Bay based fishing vessels. These built-in amenities were initially formalized in the District's \$426M Federal INFRA grant application, which included multiple built-in community amenities beyond the base project. Once the INFRA grant was awarded to the District, those built-in amenities were added to the Project's formal project description, which is the basis of the CEQA EIR. Even though the INFRA grant was subsequently rescinded from the District in late 2025, per Board direction the project description continues to include the INFRA grant's built-in amenities. Accordingly, those built-in amenities do not currently have a dedicated funding source, though neither does the general base project. While staff continues to seek overall project construction funding, the project will continue to include those built-in amenities unless/until otherwise directed by the Board. Attachment 2 provides a list of the project's currently-committed built-in amenities.

BENEFIT PROGRAM: In a general sense, a "Community Benefit Program" consists of a project-associated fund designated for issuance via competitive grants to specific categories of parties affected by the project. Such programs typically take the form of grants intended to provide social, environmental, economic, and/or recreational benefits to those select parties. These programs have several advantages:

- Customizable according to need – A benefit program can be tailored to assist/support specific communities and affected parties through the funding of activities that mitigate and offset project impacts. The program can support impacted communities in adapting to changes driven by the project, improve quality of life, open access to opportunities, build long-term resilience, and/or foster inclusive, community-driven solutions.
- Flexibility over time – Assuming that a program has sufficient funds to remain active for multiple consecutive years or longer, the program's objectives can be adjusted as the surrounding community changes, the affected parties evolve, and/or the project's impacts diminish. Through action of the governing body (e.g. District Board of Commissioners), the program can be modified for the benefit of the community.
- Fund replenishment – The program can be supplemented with additional funding over time, either through project revenue, tax credits, tax revenue, and/or supplemental grants. This is especially true if the governing body is a government entity that either is eligible for various grant opportunities, able to expend tax revenue, and/or both. Ideally, such a program would be long-term or perpetual.

- Adaptable program oversight – A community-based advisory committee can be established to advise and/or directly oversee the program. Such a committee can assist with defining program objectives, review program applications, and participate in the drafting of program policies and guidelines.

Attachment 3 outlines preliminary details regarding the Heavy Lift Marine Terminal project's planned Community Benefit Program.

COMMUNITY BENEFIT AGREEMENTS: A Community Benefit Agreement (CBA) is a legally enforceable, project-specific agreement negotiated between a private or public project developer and one or more organized community representatives, in which the developer commits to providing defined social, economic, environmental, and/or cultural benefits to affected communities in exchange for community support or neutrality regarding the project's approval, construction, or operation. A document generally qualifies as a true CBA if it includes most or all of the following:

- Project-Specific
 - Tied to a particular development or infrastructure project.
 - Benefits are triggered by project approval, construction, or operation.
- Negotiated with Community Representatives
 - Parties include coalitions of residents, nonprofits, labor, faith groups, environmental justice organizations, or similar entities.
 - Not unilaterally drafted by the developer.
- Defined Community Benefits
 - Explicit, measurable commitments (e.g., local hiring targets, affordable housing units, funding amounts, mitigation measures).
 - Benefits extend beyond minimum legal or regulatory requirements.
- Enforceability
 - Contains enforcement mechanisms (e.g., third-party beneficiary rights, liquidated damages, arbitration, court enforcement).
 - Community parties have standing to enforce compliance.
- Exchange Relationship
 - The developer receives something of value: community support, reduced opposition, political certainty, or expedited approvals.
 - At the very least, community groups agree to not oppose the proposed development project.

CBAs commonly include commitments in one or more of the following areas:

- Workforce & Economic Benefits
 - Local hiring and first-source hiring: Commitments to hire a specific percentage of workers from the local neighborhood or from disadvantaged groups. This has already largely been accomplished through the Project Labor Agreement (PLA) signed by the Board over a year ago. Any new commitments in this regard must not conflict with the legally-binding PLA.
 - Living wage and labor standards: Requirements for the developer and/or its future tenants to pay wages above a certain threshold. This may also be affected

- by the PLA.
 - Apprenticeships and workforce training.
 - Small or disadvantaged business participation.
- Housing & Anti-Displacement (not applicable to the HLMT project)
 - Affordable housing units or funding: This is almost always associated with large-scale mixed-use or residential developments that are required to dedicate a portion of the project's residential units to low-income families. Such a provision is rare for industrial sites that include no residential units in the project.
 - Tenant protections: Again, only relevant to projects that include residential development.
 - Right-to-return provisions: Again, only relevant to projects that include residential development.
- Environmental & Health Protections
 - Pollution controls beyond regulatory minimums: This may not be feasible in the case of the HLMT project given the Green Terminal Strategy, which may reduce pollution far below regulatory minimums and maybe as far as technologically feasible.
 - Health monitoring.
 - Green infrastructure or habitat restoration (both already incorporated into project design).
 - Commitment to clean up a contaminated site.
- Community Facilities & Services
 - Parks, childcare, community centers, and/or youth facilities.
 - Transit, trail, and/or roadway improvements.
 - Educational or cultural facilities.
- Governance & Oversight
 - Community advisory committees.
 - Monitoring and reporting requirements.
 - Adaptive management provisions.

Recognizing the limits and parameters of CBAs is important to distinguish. CBAs are:

- Not a Development Agreement: Development agreements are between developers and governments; CBAs are between developers and communities (though they may be incorporated into approvals). One and/or the other are both possible for this project.
- Not a Voluntary Community Benefit Program (as described above).
- Not a Good Neighbor Agreement (typically): GNAs usually focus on operational nuisance mitigation and neighborhood relations, not broad economic or social benefits.
- Not a Mitigation Condition of Approval: Regulatory mitigation is required by law; CBA benefits are negotiated and discretionary.

Because they are private contracts, CBAs allow communities to sue for breach of contract if a developer fails to meet its obligations. Effective CBAs typically include clear monitoring mechanisms, such as annual public reports and independent oversight committees.

Some examples of CBAs for similar projects include:

- Vineyard Wind 1 Offshore wind energy project
 - Job creation and community engagement
 - Resiliency and Affordability Fund. The fund will provide \$1 million annually for 15 years in funding to support battery storage, solar projects, and credits to low-income ratepayers' electricity bills on Martha's Vineyard and the Cape.
 - Funding for energy storage and solar projects for public buildings in communities on the island and on the mainland.
 - Ratepayer relief in communities hosting the Vineyard Wind project in the form of bill-credits for low-income residents.
 - The agreement also requires developers employ a fisheries liaison during project lifetime.
- Block Island Offshore wind energy project
 - Improvements to town infrastructure, including a fiber optic cable within the transmission line for the Block Island Wind Farm, expanding high speed Internet access for the island's residents.
 - Reduced the island's electricity costs by 40%, as it reduced reliance on diesel generators.
- New England Aqua Ventus Offshore wind energy project
 - Provide at least \$2.43 million in upfront funding and technical assistance for Monhegan to plan, design, and construct its own energy system. This would allow Monhegan Island to be independent of a mainland cable connection, as well as providing additional support for operations and maintenance.
 - The agreement allocates \$100,000 for a community broadband project, which would expand Internet access on the island, and \$40,000 per year in a separate municipal fund.
 - The University of Maine will help contribute to supporting other community priorities, such as energy efficiency, water systems, housing, transportation, and job training. Monhegan residents voted in favor of this benefit package.
- CADEMO Offshore wind energy project. Santa Ynez Band of Chumash Indians signed a community benefit agreement for the proposed CADEMO floating offshore wind energy project. The agreement includes:
 - Tribal consultation in state and federal environmental reviews, support for a Traditional Cultural Landscape Study to be conducted by the Tribe, and the Tribe gaining naming rights for the project.
 - A new nonprofit research institute that will be established and operated by the Tribe; the institute will develop Tribal oceanographic expertise and best practice for environmental co-management of ocean and coastal resources and the proposed Chumash Heritage National Marine Sanctuary.
 - CADEMO and the Tribe will collaborate with the Tri-Counties Building and Construction Trades Council and California community colleges to develop education and training programs for topics like Tribal collaborative management of offshore resources, environmental reviews, and offshore wind technician

training.

- South Brooklyn Marine Terminal Offshore wind energy port
 - \$5 million ecosystem fund to support New York City residents in entering the offshore wind industry.
 - Fund is designed to support sustainable growth, workforce development, empowerment of underserved communities, and climate justice in the city's emerging offshore wind ecosystem.
 - Provides education and direct support to help businesses navigate the contract bidding process.
 - Aims to increase opportunities for minority-, women-, and disadvantaged-owned business enterprises in the offshore wind and waterfront industries.
 - Committed to making the port a low-emissions facility.
 - Will establish an offshore wind energy learning center near the terminal.
- State Pier Connecticut New London Offshore wind energy port
 - The city of New London will receive \$7.5 million over 10 years, with potential increases or decreases in this amount depending on how the port is used.
 - The agreement includes a \$750,000 annual payment for 10 years, with potential increases of \$250,000 to \$1 million in later years depending on use of State Pier.

The following are good sources for more about CBAs:

- <https://windexchange.energy.gov/community-benefits-guide>
- <https://windexchange.energy.gov/projects/community-benefit-agreements>
- <https://www.cleanenergytransition.org/post/tribal-benefits-agreements-opportunities-barriers-and-best-practices>
- <https://www.cleanenergytransition.org/post/community-benefits-agreements-opportunities-barriers-and-best-practices>
- <https://www.wri.org/technical-perspectives/community-benefits-frameworks-database-takeaways>
- <https://climate.law.columbia.edu/content/community-benefits-agreements-database>
- <https://climateandcommunity.org/research/cbas/>
- <https://climateandcommunity.org/wp-content/uploads/2025/10/Building-Community-Power-report.pdf>

UPCOMING STUDY AND EVENT: Over the past two years, a coalition of Universities has been conducting a US Department of Energy funded study on community perspectives regarding offshore wind development (<https://www.pmec.us/offshore>). The study included interviews and surveys of residents around Humboldt Bay, Coos Bay, and Westport, Washington. An event summarizing early findings is scheduled from Wednesday, January 14, from 5:30–7:30 pm at the Wharfinger Building in Eureka. The event is free and open to the public. Advertisements for the event indicate that the following topics will be addressed:

- How are coastal community members thinking about offshore wind?
- What are the primary interests and concerns – and how do these vary within and between West Coast port towns?

- Are local residents engaging in “community benefit agreement” planning – and if so, how do they feel about these processes?
- Do residents have access to clear, accurate, and current information about wind development plans and opportunities within their own community?

District staff does not know exactly when interviews/surveys were conducted in the Humboldt Bay region, but presumes that the interviews occurred in early 2025 and therefore may not represent the significant community and advisory-committee engagement conducted by the District following the time of the interviews/surveys. Staff will attend the event and report back to the Board. Also note that District staff has invited the study authors to present their findings to the District Board in an upcoming Board meeting, which will allow Board Commissioners to ask questions. While scheduling of their participation in a Board meeting is still underway, staff is targeting the February or March Board meeting.

THE HARBOR DISTRICT AS A “COMMUNITY BENEFIT ORGANIZATION”: Emphasizing the District’s overall purpose as a governmental organization established exclusively to benefit the community is important in the overall conversation of community benefits. The Humboldt Bay Harbor, Recreation and Conservation District was officially established in 1973 following approval by Humboldt County voters. This action came after the California State Legislature passed the Humboldt Bay Harbor, Recreation and Conservation Act in 1970, recognizing the need for a dedicated agency to manage the region’s unique tidelands, bays, and estuaries. The District functions as a countywide agency with permit jurisdiction over all tide, submerged, and other lands granted to the District, including all of Humboldt Bay. The District was created to and is responsible for:

- Protecting wetlands, sensitive habitats, and natural resources within the Bay.
- Engaging in land use planning around the Bay and setting clear use designations for different areas of the bay.
- Maintaining navigational safety.
- Managing and supporting port infrastructure.
- Enhancing public access.
- Undertaking development and conservation projects.
- Overseeing planned developments within the bay.
- Ensuring compatible activities and long-term stewardship of the region’s natural assets.
- Facilitating economic development in a manner consistent with ecological sustainability.
- Issuing permits in pursuit of each of the above.

The District’s authority to carry out this work is grounded in the California Harbors and Navigation Code, which provides the legal framework for harbor districts throughout the State. Under this code, the District is empowered to. The code grants the District broad powers to administer the bay in a way that serves regional economic interests while upholding coastal and environmental laws. At the core of the District’s responsibilities is its role as a trustee of Public Trust lands, which are tidelands, submerged lands, and navigable waterways held in trust by the State of California for the benefit of the public. The Public Trust Doctrine obligates the District to manage these lands for public purposes such as commerce, navigation, fisheries, restoration, and recreation, while protecting natural resources for future generations. This legal and ethical

obligation shapes every aspect of the District's decision-making, ensuring that public access and environmental stewardship remain central to its operations.

In other words, all of the District's purposes and responsibilities are directly and exclusively limited to benefiting Humboldt Bay and its habitats, ecology, businesses, lands, peoples, and communities. Any revenue acquired or managed by the Harbor District is (and must be) reinvested back into Humboldt Bay and the District's public purposes. Thus, all activities enacted by the District and all revenue that flows through the District are necessarily meant to be benefits to the natural and human communities of Humboldt Bay.

CLOSING: The Heavy Lift Marine Terminal project has many inherent benefits and voluntarily-added built-in amenities. The development of a Community Benefit Program is on-going. Unless directed otherwise by the Board, staff will continue to investigate the relevance, need, best practices, precedents, options, and models for developing a Community Benefit Agreement, Tribal Benefit Agreement(s), and/or Good Neighbor Agreement for the HLMT project. At some point in the coming 18 months, the Board will need to determine if the project should include a Community Benefit Agreement, how the District site operator will be involved, and how such an agreement should be developed, structured, and administered. Expect additional staff reports about this topic in future Board meetings.

In the meantime, staff recommends that each Board member become familiar with the natural benefits of the project, the development's built-in community amenities, the envisioned community benefit program, and the District's inherent role as a community benefit organization. No conversation about community benefits should be held without a fundamental understanding of those base elements. Board members should also be clear about the District's lack of authority or very limited involvement in the community benefits of ocean-based projects.

Attachments

Attachment 1: Natural Benefits of the Project

Attachment 2: Community Amenities Built into the Project

Attachment 3: Overview of Envisioned Community Benefit Program

Attachment 4: Exploratory Concept for HBDA Administration of CBAs and Associated Funds

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Attachment 1: Natural Benefits of the Project

Not all community benefits are delivered through formal CBAs or CBPs. Some benefits arise naturally as part of the development process itself. These inherent or incidental benefits can result from the core functions of a project and the infrastructure or economic activity it brings. As a major infrastructure project designed to support offshore wind development, the terminal will deliver a range of organic community benefits simply by fulfilling its core purpose. Any discussion of CBAs or CBPs will benefit from acknowledging the benefits intrinsic to the project. These "natural benefits" include:

- Direct jobs: New local job opportunities across many sectors such as construction, marine logistics, welding, engineering, marine biology, vessel maintenance, and more.
- Indirect jobs: The terminal's role in assembling and launching massive floating wind turbines will also indirectly stimulate local business activity, from fuel suppliers and equipment vendors to hotels and restaurants serving workers.
- Economic stimulus: The project will include the benefits associated with attracting substantial private, State, and Federal investment to Humboldt County for the construction of the project, as well as ongoing investments over the lifetime of the project.
- Local government revenue: Substantially increased property tax revenue will benefit the County, Library, School Districts, Community Services District, and other tax-collecting entities. This tax revenue will benefit residents near the project in a number of ways, including notable increases to the fire service branch of the CSDs. The project will also provide a reliable long-term customer(s) to the Peninsula Community Services District and the Humboldt Bay Municipal Services District, allowing them to invest back into their infrastructure and services.
- Increased District revenue: The project will generate reliable long-term multi-stream revenue sources to the Harbor District. Subsequently, the District may fund a range of other activities and implement projects associated with other District responsibilities, such as dredging, recreation, conservation, ecological restoration, and navigation improvements. Revenue may come in the form of lease-revenue, fees, tariffs, and other sources.
- Project Labor Agreement: The signed PLA ensures union labor for construction of the project, with built-in hiring preferences for Tribal members, veterans, residents of the Samoa Peninsula, graduates of Humboldt County schools, and overall Humboldt County residents.
- Port infrastructure upgrades: Improvements to port infrastructure, such as upgraded roads and utilities, will have spillover benefits for other industries that use the harbor, such as fishing and marine research.
- Increase channel maintenance: The project will naturally establish Humboldt Bay as a 12-Month All-Season Port due to the increase in ship traffic. This means that the Federal Entrance Channel and the Federal Navigation Channels will be more consistently dredged as needed such that there are no time-gaps in full navigability. The project will also provide the Harbor District with additional revenue streams to support year-round operations.
- Site cleanup: The majority of the infrastructure at the project site is seriously degraded, including old water tanks, acres of decaying asphalt/concrete, multiple foundations of demolished buildings, failing wood wharfs, sub-optimal aging stormwater systems, and ruined fences. The site also currently hosts multiple invasive species and may contain sub-surface contamination. Development of the site will remove this blight and produce a much healthier physical environment.
- Site modernization: The project will result in long-term physical improvements to the RMT site, including high-bearing-capacity heavy-lift multi-use wharfs, large expanses of high-bearing-capacity tarmac areas, power and water utility upgrades, sea level rise adaptation measures, shoreline protections, new buildings, and other similar improvements. These improvements will be designed and constructed to service the site for the long term.

Attachment 1: Natural Benefits of the Project

- Onsite renewable energy: The project includes ground-mounted and roof-mounted solar systems, as well as a possible on-site micro-grid, which will increase the County's overall renewable energy production portfolio.
- Sea Level Rise demonstration: The project will be among the State's first major port terminals designed specifically to accommodate sea level rise, serving as a demonstration and example for future coastal development.
- Green port: The project will be the first electrified green port in Humboldt Bay and will be among the first on the US west coast. This includes on-site energy generation, plug-in capabilities for marine vessels, and an onsite fleet of plug-in electrical O&M vehicles (such as forklifts).
- Contribution to addressing climate change: With this project, Humboldt will play a substantial role in the State's goal of decarbonizing our energy systems by greatly enhancing the viability of offshore wind throughout the west coast and helping to accelerate the transition away from fossil fuels. This will cement Humboldt County's position as a global leader in the mitigation and prevention of climate change.

This is not meant to be a comprehensive list. Other as-of-yet-unidentified natural benefits will inevitably result from the project. These types of inherent benefits complement, but are separate from, those negotiated in CBAs or awarded through grant programs, making them an essential part of how large-scale projects contribute to regional development.



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Attachment 2: Community Amenities Built into the Project

The District was awarded a \$426M INFRA grant for development and construction of the Heavy Lift Marine Terminal project. That grant application and subsequent award included multiple built-in community amenities beyond the base project. While the INFRA grant was rescinded from the District in late 2025, the project description continues to include the following built-in amenities:

1. Eco-shoreline: A shoreline treatment that incorporates the benefits of nature-based elements and removes the degraded shoreline riprap. This type of shoreline treatment both protects upland infrastructure while absorbing greenhouse gases, supporting a cleaner bay, providing habitat, and is often more resilient and adaptable to sea level rise than gray infrastructure alone. The reconstructed shoreline transition from industrial site to bay habitat will enhance marine/terrestrial habitat quality, biodiversity, ecological function, and water quality.
2. Ground-mounted Solar: A 2.5MW on-site photovoltaic (PV) system will increase the energy resiliency of the Samoa Peninsula.
3. Samoa Lagoons dewatering area: Rehabilitation of a dewatering Area was used as recently as the late 1990's to dewater dredge materials. Once reconstructed, the facility will allow dredge materials to be beneficially used for habitat restoration, sea level rise projects elsewhere in the bay, construction fill, and other uses.
4. Offsite Marine and ESHA Mitigation: Environmental restoration (compensatory mitigation) for impacts to marine, freshwater, and terrestrial habitats and species that are protected by state and federal environmental laws. The INFRA grant included over \$30,000,000 for this effort. Mitigation will be achieved through habitat protection and restoration within Humboldt Bay. There are several proposed habitat restoration projects in Humboldt Bay that are at advanced design stages.
5. Public Recreation Access: An enhancement to the public recreation access facilities in Humboldt Bay.
6. Class 1 Bike/Pedestrian Path: A 1.1 mile multi-use bike path that meets Caltrans Class 1 bike path standards. The path will span from the project's proposed North Access Road to the proposed Southwest Access Road. The route of the path will be along an abandoned rail corridor that is now owned by the "Great Redwood Trail Authority of California." The route is coincidentally located at the immediate edge of the proposed project, between the proposed project and an existing residential community. The trail has been generally planned for the future, but has not yet been funded. The bike path also includes necessary fencing and intersection amenities.
7. Upgrade to Woodley Island Fishermen's Work Dock and Storage Area: A storage area at the project site will be relocated to Woodley Island Marina where a new uplands and improved working dock facility will be built.
8. Other potential amenities under evaluation:
 - a. Future transit stops and/or other transit related amenities.
 - b. Partnerships and investments in local high schools, CalPoly, and College of the Redwoods.
 - c. Local workforce training.
 - d. Paid internships for local youth.
 - e. Others

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Attachment 3: Overview of Envisioned Community Benefit Program

Overview

The following is an outline of how the CBP was originally envisioned. Following Federal withdraw of the INFRA grant, the District Board directed staff to find alternative means of funding the overall project, including the CBP. Accordingly, unless the Board directs staff to do otherwise, the CBP continues to be a part of the overall project and will be structured as presented below. Note that the project's Community Advisory Committee provisionally reviewed and accepted the following general strategy. The Board is able to adjust any of the following.

Purpose and Goals

The Community Benefit Program (CBP) is established to offset and compensate for the direct and indirect impacts of the Humboldt Bay Heavy Lift Marine Terminal project on Tribes, mariculture businesses, fishermen, recreational users of the Bay, and communities near the project site. Through a competitive grant process, the CBP will provide funding to organizations and initiatives that benefit areas and/or people affected by the project. In this way, the program will:

- Support impacted communities in adapting to changes driven by the project.
- Improve quality of life, access to opportunity, and long-term resilience.
- Foster inclusive, community-driven solutions to local challenges.
- Others tbd.

Overview of CBP Structure as Currently Envisioned

The following is an outline of how the CBP was originally envisioned. Until the Board Directs otherwise, this remains the general strategy:

1. **Funding:**
 - a. Seed funding of \$6,000,000 was originally to be provided by the INFRA (MPDG) program.
 - b. An alternate funding source is needed. Likely Prop 4 and/or private investment.
 - c. The objective is to secure more than \$6M. The project's Community Advisory Committee has suggested a total fund greater than \$20M.
2. **Summary of Program:** The Community Benefit Program will provide social, environmental, economic, and recreational benefits to Tribes, nearby residents, fishing businesses, and recreational users of Humboldt Bay through a compensatory community benefit program that issues competitive grants.
3. **Advisory Committee:** The Board will appoint a Community Benefit Program Advisory Committee to assist with program administration as presented below. This could be a newly appointed committee or could be an extension of the project's Community Advisory Committee already appointed by the Board.
4. **Program Administration Option 1:**
 - a. Funds will be issued through a competitive program managed by HBHRCD.
 - b. The Advisory Committee will draft the Community Benefit Program policies, guidelines, review projects and programs against the policies and guidelines, and make recommendations to the HBHRCD Board regarding the management and distribution of funds.

Attachment 3: Overview of Envisioned Community Benefit Program

- c. The HBHRCD Board will manage the program funds and approve their timely distribution, guided by the recommendations of the committee.
- 5. **Program Administration Option 2:**
 - a. The District selects a third-party (such as Headwater Funds) to manage the funds/program.
 - b. The Board can pre-establish criteria, guidelines, and requirements.
- 6. **Intended Grant Beneficiaries:**
 - a. Wiyot Tribe; Blue Lake Rancheria; Bear River Rancheria; Trinidad Rancheria; Tribal-owned lands and/or Tribal-owned business officially recognized by resolution by one of the above Tribal governments; projects/programs/activities officially sanctioned by one of the above Tribal governments via resolution.
 - b. Residents, businesses, schools, neighborhood associations, and NGOs located on the Samoa Peninsula and within 3.5 miles of the project site.
 - c. Commercial fishing/aquaculture enterprises based in Humboldt Bay, including commercial fishing businesses, aquaculture businesses, and commercial fishing associations.
 - d. Recreational users of Humboldt Bay (sailing, boating, fishing, kayaking, paddle boarding, rowing, birding, hunting, clamping, tour guiding, etc).
- 7. **Preferential Grant Activities:** Preference will be given to grant applications that:
 - a. Directly alleviate, address, and/or relieve impacts (as defined by the CEQA EIR) created by the construction and/or operations of the project, and;
 - b. Directly benefit one or more of the intended grant beneficiaries as defined above; and
 - c. Are officially sanctioned by one or more of the intended grant beneficiaries as defined above; and
 - d. Are geographically located in and/or immediately adjacent to Humboldt Bay.
- 8. **Secondary Grant Activities:** Consideration will be given to grant applications that:
 - a. Indirectly alleviate, address, and/or relieve impacts (as defined by the CEQA EIR) created by the construction and/or operations of the project, and/or;
 - b. Indirectly benefit one or more of the intended grant beneficiaries as defined above, and/or;
 - c. Directly benefit other interest groups, interested parties, or affected communities, and/or
 - d. Are geographically located in the greater Humboldt Bay region.

Details to be Determined

- Procedures for fund management.
- Disbursement procedures.
- Reporting requirements.
- Audits and compliance.
- Grant amounts minimums and maximums.
- Funding cycle.
- Allowable use of Funds.
- Eligibility criteria.
- Application process.
- Evaluation criteria.
- Procedures for oversight and transparency.



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Attachment 4: Exploratory Concept for HBDA Administration of CBAs and Associated Funds

Community Benefit Agreements must be negotiated and administered by a designated entity. For any CBAs developed for the Heavy Lift Marine Terminal project, the designated entity could be the elected Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District. This document explores an alternate concept, with administrative duties delegated to the Humboldt Bay Development Association (HBDA). The following is entirely conceptual and will require significant legal and fiscal reviews if the HBHRCD Board elects to explore this idea further.

The Humboldt Bay Development Association (HBDA) is a 501(c)(3) nonprofit public charity based in Eureka primarily functioning as a development arm of the Humboldt Bay Harbor, Recreation and Conservation District. The Association was established in 2016 as a nonprofit development arm of the HBHRCD. The HBDA operates as a supporting organization for the Harbor District, characterized by several key structural ties:

- Governance Structure: The Association is governed by its own Board of Directors, but its activities are closely coordinated with Harbor District leadership to ensure alignment with public trust goals. Both organizations share the same staff.
- Development Arm: The Association acts as a legal vehicle to facilitate complex land acquisitions and environmental remediation projects that might be more difficult for a public government agency to manage directly.
- Operational Integration: The two entities frequently enter into formal agreements to transfer rights or funding. For example, in 2022, the HBDA assigned a Purchase and Sale Agreement for 35 acres of coastal land to the Harbor District to facilitate the development of the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal.
- Administrative Oversight: Association Board meetings are hosted at Harbor District facilities, and all official records and meeting agendas are maintained on the Harbor District's website.

The organization's primary mission is to combat community deterioration by converting underutilized and environmentally contaminated properties into commercial spaces for community-oriented tenants. It focuses on projects that are integral to the redevelopment of the Humboldt Bay area, specifically targeting the growth of shipping, aquaculture, and renewable energy sectors. A key ongoing activity is the preservation and rehabilitation of historic or neglected waterfront areas to serve as growth properties for local industry. The HBDA is Brown Act body governed by a Board of Directors with open public meetings (currently quarterly) with open public special meetings occurring as needed.

If the HBHRCD Board would like to explore granting Community Benefit Agreement (CBA) administration authority to the HBDA, the HBHRCD Board could request that the HBDA Board restructure the HBDA Charter in one or more of the following ways to make the entity better suited to the task:

1. Expand the geographic responsibilities/authority of the HBDA to include all lands around Humboldt Bay or the entire Humboldt Bay watershed (rather than just the southern half of the Samoa Peninsula).
2. Add a primary responsibility of the HBDA Board to direct and oversee the negotiations of CBAs associated with port/terminal development.
3. Modify HBDA Board structure as needed to better serve the purpose of administering CBAs. Examples of a new HBDA Board structure:

Attachment 4: Exploratory Concept for HBDA Administration of CBAs and Associated Funds

- a. Concept 1: No change. The original HBDA Board was appointed by the HBHRCD Board. Since then, the HBDA Board self-selects replacements as members either depart or are termed-out. Under this concept, the HBDA Board would continue per the current structure.
- b. Concept 2: Board has 5 members. One member is appointed by each of the elected HBHRCD Board members, preferably from each of the HBHRCD Board members' respective Districts. Each appointee must be approved by the overall HBHRCD Board. This totals 5 individuals.
- c. Concept 3: Board has up to 12 members, including some or all of the following:
 - i. One member appointed by each of the elected HBHRCD Board members. Each appointee must be approved by the overall Board.
 - ii. Two HBHRCD Board members appointed to also serve on the HBDA Board. Appointed by the overall HBHRCD Board.
 - iii. One member of the Humboldt County Board of Supervisors, appointed by the overall BOS.
 - iv. One Tribal Council member from each of the Federally-recognized Tribes with Wiyot heritage.
 - v. Other individuals from various groups, such as aquaculture, fishing, residents of the Samoa Peninsula, etc.

4. Enhance staff funding/capacity as needed.
5. Other changes as determined necessary.



COMMISSIONERS

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

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



STAFF REPORT – HARBOR DISTRICT MEETING
January 8, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: January 2, 2026

TITLE: **Consider Adopting Resolution 2026-01, A Resolution Designating Business Matters, Appointment and Authorization for the Humboldt Bay Harbor, Recreation and Conservation District for Calendar Year 2026**

STAFF RECOMMENDATION: Staff recommends that the Board Adopt Resolution 2026-01, accept the meeting calendar for 2026, and adopt the salary schedule for FY 2025-2026.

BACKGROUND: Annually, the Board approves a Resolution that appoints specific staff and/or consultants and establishes financial limitations, legal notice designations, meeting schedules, and other business matters of the District.

DISCUSSION: A Business Matters Resolution has been adopted annually since 2013 and is used as a guideline for staff regarding media contacts and spending limits, as well as appointed district staff and the officers of the Board of Commissioners. It establishes the board meeting schedule and legal notice designations.

ATTACHMENTS

- A. Resolution 2026-01 Designating Business Matters
- B. Humboldt Bay Harbor District Board of Commissioners Regular Meeting Schedule for the Calendar Year 2026
- C. Salary Schedule for FY 2025-26

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

RESOLUTION NO. 2026-01

A RESOLUTION DESIGNATING BUSINESS MATTERS, APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR THE CALENDAR YEAR 2026

BE IT RESOLVED THAT the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District hereby appoints and/or authorizes the following Business Matters for the calendar year beginning January 1, 2026, and ending December 31, 2026, for all divisions of the Humboldt Bay Harbor, Recreation and Conservation District.

OFFICERS FOR THE BOARD OF COMMISSIONERS:

President – _____

Vice President – _____

Secretary – _____

Commissioner – _____

Commissioner – _____

ENABLING LEGISLATION:

Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District.

FINANCIAL:

1. Auditors- As approved by the Board.
2. District Treasurer – Lindsey Grossman, CPA; Grossman Hague, An Accountancy Corporation; 325 Second Street, Suite 301; Eureka, CA 95501
3. Budget Officer – District Treasurer and Executive Director
4. Custodians of Funds – District Treasurer and Executive Director
5. Authorized to Open Accounts – District Treasurer and Executive Director
6. Investment of Surplus Funds – District Treasurer and Executive Director

7. Custodians of State, Federal, and other funds, whether loans or grants, to make application for, receive, and expend – District Treasurer and Executive Director
8. Expenditures:
 - a. Checks require any two signatures from the following: Current Commissioner or Executive Director.
 - b. Expenditures over \$5,000 shall follow § 36 of Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District
 - c. Purchase Order is required for non-recurring, single expenditures over \$300
 - d. Board approval of any expenditure over \$5,000
9. Authorized Revenue Facilities:
 - a. Local Bank Checking, Money Market & Savings Accounts – Tri counties Bank, Eureka Branch
 - b. Remote Bank Checking, Money Market/Savings Accounts – PNC Bank
 - c. Humboldt County Treasurer to receive Humboldt County imposed tax revenues and other collected revenues for disbursement to the Humboldt Bay Harbor, Recreation and Conservation District
10. Grants
 - a. The Board President and/or Executive Director are authorized to sign grant agreements.
 - b. The Executive Director is authorized to submit grant applications and commit up to \$5,000 of matching or other District Funds.
 - c. Grant applications committing more than \$5,000 of District funds shall require approval of the Board.
11. Contracts
 - a. The Board President and/or Executive Director are authorized to sign contracts and expenditures over \$5,000 which have been approved by the Board.
12. Leases
 - a. The Board President and/or Executive Director are authorized to sign lease agreements at the rates established by the fee schedule.
 - b. The Executive Director is authorized to negotiate Lease Agreements of less than \$40,000 annual income at Redwood Marine Terminals I and II; \$20,000 at all other District properties.

LEGAL NOTICE DESIGNATIONS:

1. Official Notice posting sites:
 - a. District Conference Room – aside main door on outside wall
 - b. District website: www.humboldtbay.org
2. The Times-Standard or North Coast Journal (newspaper of general circulation) as the newspapers for legal publications

3. Email notification to News Media: The Times-Standard, North Coast Journal, Ferndale Enterprise, Mad River Union, KEET-TV, KIEM-TV, KMUD Radio, KHUM Radio, Lost Coast Outpost.
4. Email notification to:
 - a. Cities: Eureka, Fortuna, Arcata
 - b. Counties: Humboldt
 - c. Chambers of Commerce: Eureka, Arcata
 - d. Interested Parties

REGULAR MONTHLY BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA
2. Time: Closed Session: 5:00 pm PST; Regular Session: 6:00 pm PST
3. When: 2nd Thursdays of each month. Exceptions only if regular meeting dates conflict with holidays.
4. Notices posted a minimum of 72 hours prior to the meeting.
5. The general order of business shall be as outlined below. The Board President may add presentations and other special agenda topics to the order of business prior to noticing of said meeting as may be appropriate:
 1. Call to Order
 2. Pledge of Allegiance
 3. Report on Executive Session
 4. Public Comment for items not on Agenda
 5. Consent Calendar
 6. Communications, Reports and Correspondence Received
 7. Unfinished Business
 8. New Business
 9. Adjournment

SPECIAL BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA or at alternative location as described in the Special Meeting Notice
2. When: As needed.
3. Notices posted a minimum of 24 hours prior to the meeting.

OTHER BUSINESS:

1. Election Officer – Executive Director
2. Filing of Bonds – Executive Director
3. Authorized to contract as necessary – Executive Director

4. Clerk of the Board – Director of Administrative Services
5. Legal Counsel – Ryan Plotz of The Mitchell Law Firm, LLC, PO Drawer 1008 Eureka, CA 95502
6. District Planner – Vanessa Blodgett; Planwest Partners Inc.; 1125 16th Street; Arcata, CA 95521
7. District Engineer- Mike Foget; SHN Engineers, 812 W. Wabash Ave, Eureka, CA 95501
8. District Treasurer- Lindsey Grossman; Grossman Hague, An Accountancy Corporation, 325 2nd St., Ste 301, Eureka, CA 95501
9. Insurance Agent of Record – Special Districts Risk Management Authority (Property, Liability, Workers Compensation, Marina Operators Liability)
10. Recognize the Humboldt Bay Harbor, Recreation and Conservation District as an equal opportunity employer.
11. Designation of registered office and agent:
Office: 601 Startare Drive; Eureka, CA 95501
Agent: Executive Director
12. Custodian of Public Records: Executive Director

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 8th day of January 2026, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____, President
Board of Commissioners

_____, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2026-01 entitled,

**A RESOLUTION DESIGNATING BUSINESS MATTERS,
APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND
CONSERVATION DISTRICT FOR CALENDAR YEAR 2026**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 8th day of January 2026; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January 2026.

_____, Secretary
Board of Commissioners



Humboldt Bay Harbor District Board of Commissioners

Regular Meeting Schedule

Calendar Year 2026

MONTH	DATE	TIME
January	01/08/2026	6:00 P.M.
February	02/12/2026	6:00 P.M.
March	03/12/2026	6:00 P.M.
April	04/09/2026	6:00 P.M.
May	05/14/2026	6:00 P.M.
June	06/11/2026	6:00 P.M.
July	07/09/2026	6:00 P.M.
August	08/13/2026	6:00 P.M.
September	09/10/2026	6:00 P.M.
October	10/08/2026	6:00 P.M.
November	11/12/2026	6:00 P.M.
December	12/10/2026	6:00 P.M.

**Humboldt Bay Harbor, Recreation and Conservation District Management Staff
Annual Salary Schedule**

FY 2025/2026

<u>POSITION</u>	ANNUAL SALARY RANGE MINIMUM - MAXIMUM
Executive Director	\$100,000 - \$190,000
Deputy Executive Director	\$ 90,000 - \$120,000
Director of Administrative Services	\$ 90,316 - \$124,413
Director of Facilities and Operations	\$ 90,316 - \$115,200
Director of Development I	\$ 70,971 - \$ 90,200
Director of Development II	\$ 90,316 - \$143,000
Marina Manager	\$ 71,845 - \$ 87,680
Maintenance Manager	\$ 71,845 - \$ 87,680
Facilities Coordinator	\$ 71,845 - \$ 87,680
Grants & Contracts Analyst	\$ 69,910 - \$ 85,180
Natural Resources Coordinator I	\$ 71,845 - \$ 87,680
Natural Resources Coordinator II	\$ 81,517 - \$100,180

Effective: July 1, 2025

COMMISSIONERS

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

**Humboldt Bay
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 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030

**STAFF REPORT – HARBOR DISTRICT MEETING****January 8, 2026**

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: January 2, 2026

TITLE: **Consider Authorizing the Execution of a Municipal Finance Equipment Lease – Purchase Agreement with Ford Motor Credit for the Acquisition of Two (2) 2026 Ford F-150 Fleet Trucks for District Facilities Operations**

STAFF RECOMMENDATION: Staff recommends that the Board authorize the acquisition of two (2) 2026 Ford F-150 pickups and further authorize staff to execute the associated financing agreements and related documents.

BACKGROUND: The District has broad operating boundaries and extensive facilities operations within these boundaries; safe and reliable vehicles are essential to these operations. Currently, the District operates seven (7) fleet vehicles and two (2) specialty vehicles, all 2010 or older and with significant mileage. While most vehicles are reaching or exceeding the end of their service life, our Facilities Fleet is at a critical point and has exceeded its useful life, often requiring extensive repairs. Safety is also a concern, as unreliable service has left staff stranded by the roadside.

DISCUSSION: Given the broad reach of district facilities operations, the current mileage, reliability, and condition of certain fleet vehicles, staff have concluded replacement is needed as soon as financially feasible, or perhaps sooner if the need for frequent repairs continues. In some instances, vehicles have been designated as internal-only, meaning they do not leave District-owned facilities. After reviewing District needs, model specifications, and local service and warranty support, Ford Commercial Vehicles are the right fit for the District.

ATTACHMENTS

- A. Ford Motor Credit Finance Application Schedule # 105465
- B. Ford Motor Credit Municipal Finance Equipment Lease-Purchase Application Schedule #105465



**MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE
APPLICATION
Schedule # 105465**

1. Legal Name of Municipality ("Lessee")	
2. 9 Digit Federal ID Number	
3. Physical Address	Street Address: City, State, Zip Code, County:
4. Billing Address if different from above	Street Address: City, State, Zip Code, County:
5. What is the name of the department using the vehicle(s)/equipment and for what purpose?	
6. Does this equipment replace previous equipment?	<input type="checkbox"/> Yes → When was the previous equipment purchased? <input type="checkbox"/> No → What is the reason for the new equipment?
7. Will payments come from the General Fund?	<input type="checkbox"/> Yes <input type="checkbox"/> No → Please indicate the name of the Fund
8. Accounts Payable Contact Information	Name: Telephone: Email:
9. How would you like your invoice to be provided?	<input type="checkbox"/> Sent electronically via email to the Accounts Payable Contact email <input type="checkbox"/> Sent via USPS mail to the Billing Address provided above
10. Alternate Accounts Payable Contact Information	Name: Telephone: Email:
11. Attorney Contact Information	Name: Telephone: Email:

DOCUMENTATION

Please submit the following documents with this application:

1. Signed proof of appropriation (in the form of ONE of the following):
 - Signed board meeting minutes showing approval for purchase
 - Signed budget approval, with applicable budget line item highlighted
 - Signed letter on municipal letterhead stating the applicable assets are approved for purchase
2. Most recent audited financial statement (additional years may be requested)
3. A copy of municipality's tax-exempt certificate (if applicable)
4. A copy of municipality's insurance binder if requested financing is over \$250,000

CERTIFICATION

I, the undersigned, certify that:

1. Lessee has appropriated funds for the first payment.
2. Lessee has followed all required purchasing procedures regarding the award of the proposed contact.
3. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.
4. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.

THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTACT ON BEHALF OF THE LESSEE

Print Name AND Title of authorized Official to sign contract	Wet-Ink Signature of Authorized Official
--	--

Authorized Official email address:



1 American Road, MD 7500
Dearborn, Michigan 48126
1-800-241-4199, press 1

Finance Application for Schedule # 105465

November 25, 2025

Municipality: Humboldt Bay Harbor District
Dealer: Harper Motors
Attn: Chris Mikkelsen

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2025 Ford F-150	\$40,487.00
Total Asset Cost	\$40,487.00
Underwriting Fee	\$545.00
Amount Financed	\$41,032.00
Number of Payments	48
Payment Timing	Monthly
Rate	7.99000
Payment Amount	\$994.89

In order to begin the approval process, please email the following document to :

- The completed Municipal Finance Application (attached).
- Proof of Appropriation (we need ONE of the following):
 - Board Meeting Minutes showing approval of vehicle(s) purchase
 - Approval of Budget with the Budget line item highlighted
 - Letter on your letterhead stating the vehicles are approved for purchase
- The most recent Audited Financial Statement
- A copy of your Tax-Exempt Certificate, if applicable.

The rate on this deal will expire on 1/13/2026. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Rachel Zimprich

Rachel Zimprich
Marketing Coordinator

1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
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Craig Benson
5th Division
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Eureka, California 95502-1030



STAFF REPORT – HARBOR DISTRICT MEETING
January 8, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: January 2, 2026

TITLE: **Consider Authorization of an Amendment to Contract Between The California Public Employees' Retirement System and The Board of Commissioners of The Humboldt Bay Harbor Recreation and Conservation District by Adopting Resolution 2026-02**

STAFF RECOMMENDATION: Staff Recommends the Board authorize an amendment to the Contract between The California Public Employee's Retirement System and The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District by adopting Resolution 2026-02.

SUMMARY: The Resolution of Intention adopted on December 11, 2025 authorized the amendment of the CalPERS retirement contract to provide 2% @ 55 Modified formula (from 2% @ 55 Full formula) and 2% @ 62 Supplemental formula (from 2% @ 62 Full formula) for local miscellaneous members due to the addition of Social Security. The effective date of this amendment may be as early as the day following the adoption of this resolution.

ATTACHMENTS

- A. Resolution 2026-02
- B. Amendment to Contract

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

RESOLUTION NO. 2026-02

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF COMMISSIONERS HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

WHEREAS, CalPERS requires use of their form without modification, this serves as an introduction and designates a Harbor District Resolution Number to the document (Attachment A).

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

SECTION 1. that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 8th day of January 2026 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____, President
Board of Commissioners

_____, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2026-02** entitled,

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF COMMISSIONERS HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 8th day of January 2026; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January 2026.

_____, Secretary
Board of Commissioners

**HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. 2026-02

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Commissioners of the Humboldt Bay Harbor Recreation And Conservation District entered into a contract effective on June 1, 1975, providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this _____ day of _____, _____.

Presiding Officer

Attest:

Clerk/Secretary



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Commissioners

Humboldt Bay Harbor Recreation and Conservation District

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 1, 1975, and witnessed April 29, 1975, and as amended effective August 16, 1976, April 24, 1977, July 30, 1989, and July 28, 2000, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective July 28, 2000, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after June 1, 1975, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **ALL SAFETY EMPLOYEES.**
6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21353 of said Retirement Law, subject to the reduction provided therein for service on and after July 1, 2025, for members whose service has been included in Federal Social Security (2% at age 60 Full and Modified).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law subject to service on and after July 1, 2025, for members whose service has been included in Federal Social Security (2% at age 62 Supplemental to Federal Social Security).
8. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
9. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR
RECREATION AND CONSERVATION
DISTRICT

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

COMMISSIONERS

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

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



**STAFF REPORT
HARBOR DISTRICT MEETING
January 8, 2026**

TO: Honorable Board President and Harbor District Board Members
FROM: Vanessa Blodgett, District Planner
DATE: January 2, 2026

TITLE: Consider Adopting Resolution 2026-03: Establishing Findings Relative to Harbor District Permit 2025-05 for the CalTrout Elk River Estuary Restoration Project; Making CEQA Responsible Agency Findings; and Approving Permit 2025-05 with Conditions

STAFF RECOMMENDATION: Staff recommends that the Board: Adopt Harbor District Resolution No. 2026-03 which includes:

- Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA);
- Establishing Findings Relative to the Permit Application for the CalTrout Elk River Estuary Restoration Project (Planning Area 1) ; and
- Approving Permit 2025-05 with Conditions.

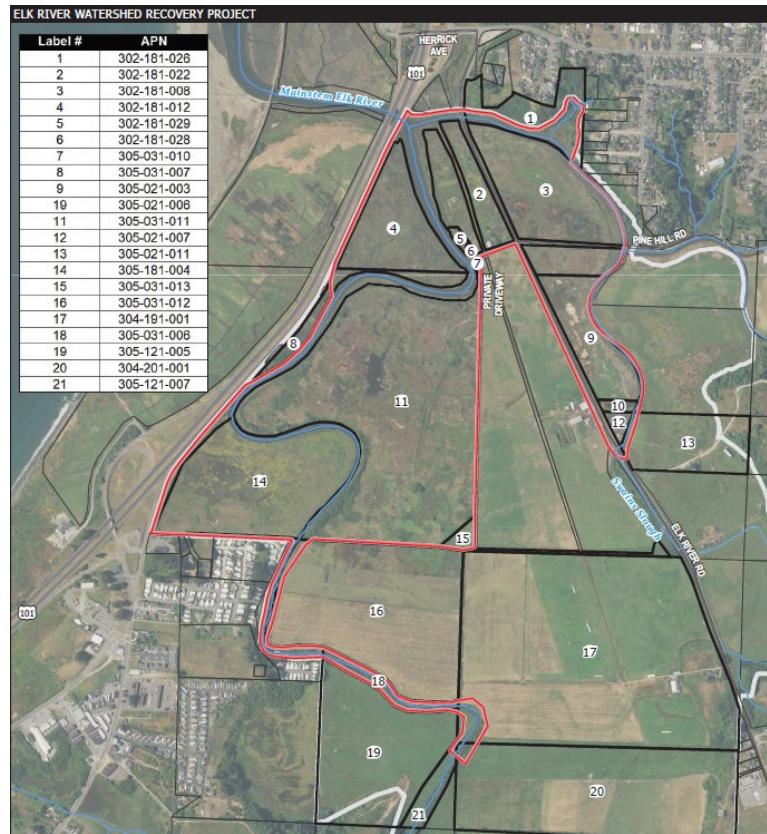
SUMMARY: California Trout (CalTrout) submitted Permit Application 2025-05 to conduct the Elk River Estuary (Planning Area 1) Restoration Project (Project), which is one phase of a large-scale ecological restoration effort located in the tidally influenced lower Elk River watershed near Humboldt Bay, California (Figure 1). The Elk River Restoration Project (Planning Area 1) would restore tidal marshes, slough channels, riparian corridors, and floodplain connectivity to improve habitat for threatened and endangered fish species (Figure 2). The Project also addresses flooding of agricultural fields, includes public access improvements, and enhances the resilience of the estuarine ecosystem to sea level rise and climate change.

BACKGROUND: The Project is one phase of a broader watershed-scale initiative to restore beneficial uses of water, improve water quality, and rehabilitate critical habitats for salmonids and other estuarine species in the Elk River watershed. Developed through the Elk River Watershed Stewardship Program, the Project seeks to restore ecosystem function, reduce nuisance flooding, and rehabilitate habitat for threatened and endangered fish species such as Coho and Chinook Salmon, Tidewater Goby, steelhead, and Longfin Smelt. The Project also expands riparian habitat and improves the overall ecosystem health in the Elk River. In addition

to ecological benefits, the Project includes public access improvements such as new trails, wildlife viewing platforms, and non-motorized boat launches to support recreation, education, and community engagement. The restoration is part of the broader Elk River Watershed Stewardship Program and builds on previous assessments and community collaboration. It integrates habitat enhancement with infrastructure upgrades and sustainable land management practices, making it a multi-benefit restoration project.

The Elk River Watershed Stewardship Program engaged landowners and community stakeholders to identify restoration opportunities, form a regulatory compliance strategy, and establish detailed project objectives under the Elk River Recovery Plan. The Recovery Plan identified a Program Area that was further divided into four smaller Planning Areas, with each Planning Area undergoing planning and engineering design separately. This Project consists of Planning Area 1 (PA1), which covers approximately 857 acres and 5.3 miles of river channel along the tidally influenced lower Elk River and Swain Slough, upstream of Highway 101. The portion of PA1 that is tidally influenced and may be within Harbor District jurisdiction encompasses approximately 206 acres and 21 parcels.

Figure 1: Elk River Planning Area 1 - Extent of Tidal Influence

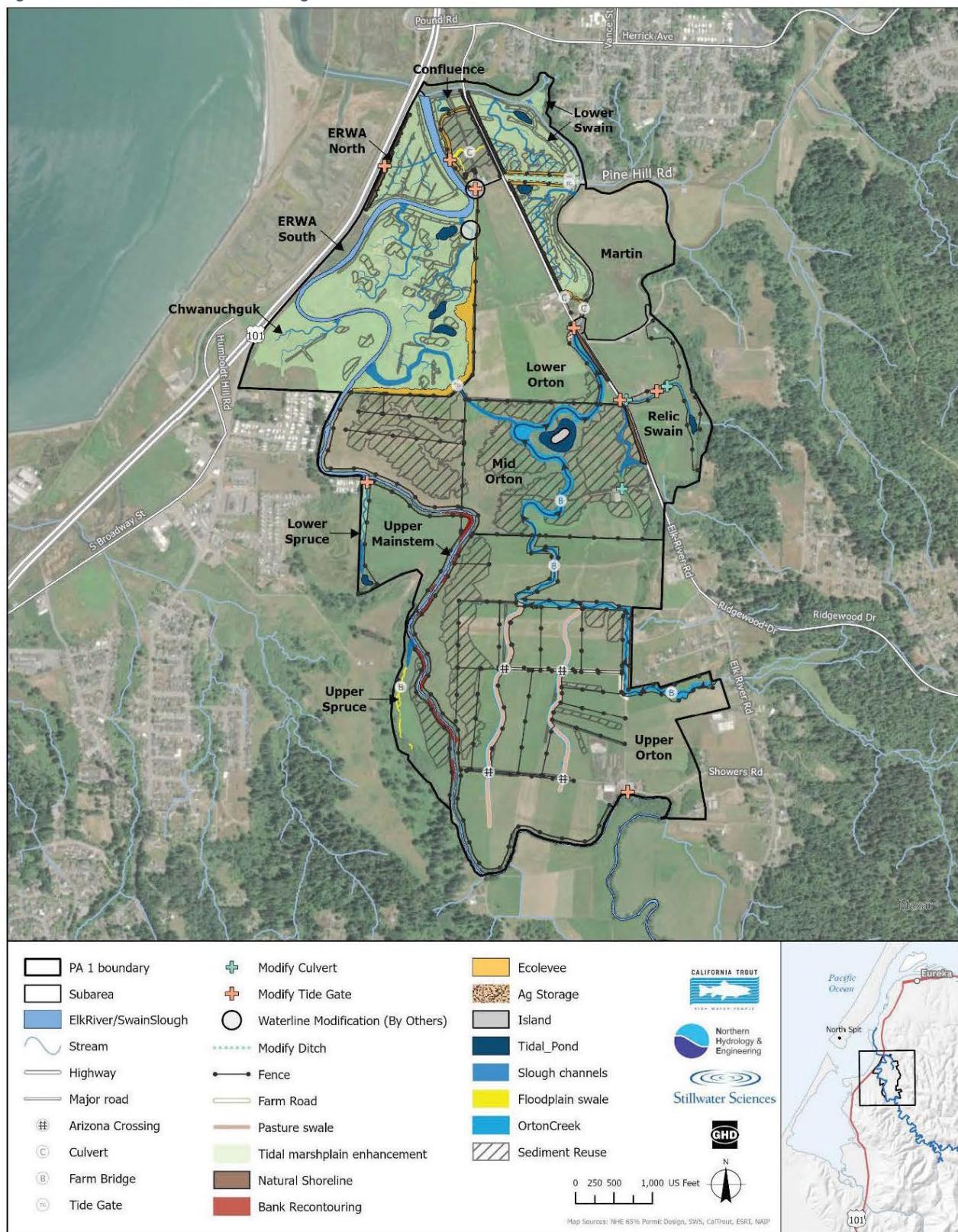


DISCUSSION: Restoration activities will reestablish natural tidal and fluvial processes across the floodplain. The Project will transition the landscape from a modified agricultural and flood control system to a restored estuarine and riparian ecosystem. Key changes include:

- Restoration of natural hydrology through levee removal, tidal channel excavation, and floodplain reconnection.
- Conversion of land use from managed pasture to a mosaic of tidal marsh, riparian forest, and wetland habitats.
- Introduction of public access features such as trails and overlooks that support passive recreation and environmental education.
- Enhancement of ecological function and climate resilience across the entire Planning Area.

These changes are consistent with regional watershed restoration goals and are designed to improve habitat quality, water quality, and flood resilience while maintaining compatibility with surrounding land uses.

Figure 2: Overview of Elk River Planning Area 1 Enhancement Actions



Key engineering elements include levee and railroad-grade breaching, drainage infrastructure removal or upgrades, tidal slough and creek channel restoration, backwater and side-channel creation for salmonid rearing, and floodplain recontouring to reconnect seasonal flow paths. These actions are designed to provide productive slough-like habitats where fish can find refuge, feed on invertebrates at channel margins, and utilize slow-moving water for rearing and migration. The Project restoration scope includes the following elements:

- remove and/or upgrade drainage infrastructure;
- reduce or remove levees;
- breach an abandoned railroad grade;
- restore tidal sloughs and tidal creek channels and their connectivity to mainstem channels;
- create backwater features for seasonal waterfowl and winter salmonid rearing habitat (primarily for federally listed Coho Salmon);
- manage invasive vegetation;
- expand native plant communities; and
- recontour portions of the floodplain to guide winter flood-flows across the floodplain and back into the slough channel network toward suitable aquatic habitat.

The Project elements, construction methods, regulatory requirements, and post-construction monitoring and maintenance are described in detail in the Project Description that is available on the Harbor District website:

<https://humboldtbay.org/sites/humboldtbay.org/files/Caltrout%20Harbor%20District%20Permit%20App%20Package%20w%20Attachments.pdf>

The Project is aimed at restoring ecological function, improving water quality, and supporting habitat for sensitive and listed species. The Project includes avoidance and minimization measures to reduce potential impacts and all construction activities will implement best management practices. All alterations will be conducted in compliance with applicable environmental regulations and permit conditions.

Project Benefits

Restored marsh and slough networks will improve hydrologic connectivity, increase floodplain storage, and enhance resilience to sea level rise. Native vegetation recovery will expand habitat for waterfowl, shorebirds, and estuarine fish such as Longfin Smelt and Tidewater Goby, while improving nutrient cycling and sediment capture. The Project will also connect with other recently restored Elk Estuary habitats, including restoration completed in Martin Slough and the City of Eureka in lower Elk River. The expected benefits to Elk River ecosystems include expansion and enhancement of fish rearing habitat in Swain Slough and increased longevity of salt marsh habitats through increased resilience to sea level rise.

Schedule

Construction will be phased by reach and ownership, focusing initially on Swain Slough during the 2026 in-water work window (typically June 15 to October 15). Activities will occur from the streambanks or dewatered channels to minimize sedimentation and fish impacts. Early phases will prioritize levee removal, channel grading, and vegetation establishment, followed by installation of public access features. The Elk River PA1 Restoration Project requires additional permits from other agencies

including a Use Permit for activities within the Coastal Zone, a Special Permit for work in the Streamside Management Area, a Grading and Floodplain Management Permit from Humboldt County, and potentially an encroachment permit from Caltrans.

Comments Received

Two comment email/letters of support were received in response to the notice of application (Attachment B). One is from an adjacent property owner supporting the project and asking that the project consider how increased public access may impact illegal dumping and to consider any actions that could reduce dumping. As noted in the Project Description, formalized public use via access facilities is expected to limit nuisance use, including litter, illegal hunting, and illegal dumping. The second comment letter was received from Humboldt Community Services District (HCSD) noting that HCSD owns property and infrastructure within the project footprint, HCSD supports the project, and has participated in ongoing coordination and collaboration with CalTrout during project conceptual design.

Humboldt Bay Management Plan Considerations

Conservation Element planning policies identified in the Humboldt Bay Management Plan (HBMP) provide guidance for the District decision making with respect to conservation related projects. The policies focus on habitat protection, species protection, and wetland mitigation. Applicable policies include but are not limited to: CAE-2: Maintain, restore, and enhance aquatic ecosystem integrity; CAS-1: Maintain biological diversity and important habitats throughout Humboldt Bay; CAS-3: Maintain and enhance habitat for sensitive species; and CEP-5: Water Quality protection. The proposed Project is consistent with and supports these HBMP policies.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The Humboldt Bay Harbor District is a CEQA responsible agency for the proposed project and must review and consider the information contained in the California State Water Resources Control Board certified Program Environmental Impact Report (PEIR) for the Restoration Projects Statewide General Order (SCH#2019100230). The State Water Board's Restoration Projects Statewide General Order was adopted on August 16, 2022 and is intended to streamline permitting and facilitate efficient restoration efforts statewide. The Elk River Estuary Restoration Project was found to be within the scope of the Statewide General Order PEIR by the North Coast Regional Water Quality Control Board (NCRWQCB) as lead agency on July 2, 2025.

Potentially significant impacts identified in the PEIR will be mitigated or avoided and applicable mitigation measures were adopted by the NCRWQCB and are incorporated here by reference. The Restoration Projects Statewide Order PEIR is available on the Water Board's website: <https://acceleratingrestoration.org/permits/srgo-ceqa-peir/> and the NCRWQCB Notice of Determination (NOD) filed on July 2, 2025 is attached (Attachment C) and on ceqanet: <https://ceqanet.lci.ca.gov/Project/2019100230>. The NCRWQCB's NOD finds (1) the project will not have a significant effect on the environment, (2) an EIR was prepared for the project pursuant to the provisions of CEQA, (3) mitigation measures were made a condition of project approval, and (4) a mitigation reporting or monitoring plan was adopted for the project. In addition, none of the conditions set forth in State CEQA Guidelines Section 15162 apply here. The Project would not result in new significant effects or require new mitigation measures considerably different from those analyzed in the PEIR.

ATTACHMENTS:

- A. Resolution No. 2026-03: Establishing Findings Relative to Harbor District Permit 2025-05 for the Elk River Estuary Restoration Project (Planning Area 1); Making CEQA Responsible Agency Findings; and Approving Permit 2025-05 with Conditions
Attachment A-1. Humboldt Bay Harbor, Recreation and Conservation District Permit 2025-05 for the Elk River Estuary Restoration Project (Planning Area 1)
- B. Public Comment Letters Received
- C. CEQA Notice of Determination (NOD) filed by NCRWQCB July 2, 2025

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

- Application: Permit 2025-05, CalTrout Elk River Estuary Restoration Project (<https://humboldtbay.org/sites/humboldtbay.org/files/Caltrout%20Harbor%20District%20Permit%20App%20Package%20with%20Attachments.pdf>)
- State Water Resources Control Board Restoration Projects Statewide Order Programmatic Environmental Impact Report (PEIR)
<https://acceleratingrestoration.org/permits/srgo-ceqa-peir/> and
<https://ceqanet.lci.ca.gov/Project/2019100230>

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

RESOLUTION NO. 2026-03

**A RESOLUTION ESTABLISHING FINDINGS RELATIVE TO HARBOR DISTRICT PERMIT 2025-05 FOR
THE ELK RIVER ESTUARY RESTORATION PROJECT (PLANNING AREA 1); MAKING CEQA
RESPONSIBLE AGENCY FINDINGS; AND APPROVING PERMIT 2025-05 WITH CONDITIONS**

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

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

WHEREAS, California Trout (CalTrout) applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Elk River Estuary Restoration Project (Planning Area 1) "Project"; and

WHEREAS, consistent with Humboldt Bay Harbor, Recreation, and Conservation District Ordinances and the Harbors and Navigation Code, an application was filed and accepted by the Board on November 18, 2025, and a Notice of Application was sent to adjoining property owners, regulatory agencies, and published in the Times Standard; and

WHEREAS, the California State Water Board certified a Final Programmatic Environmental Impact Report (PEIR) for the Restoration Projects Statewide General Order Program (SCH#2019100230) and adopted findings of fact, statement of overriding considerations, and a mitigation monitoring and reporting program on August 16, 2022; and

WHEREAS, the Elk River Estuary Restoration Project was found to be within the scope of the Restoration Projects Statewide General Order and would not result in new significant effects or require new mitigation measures. A Notice of Determination (NOD) for the Project was filed by the North Coast Regional Water Quality Control Board as the lead agency under the California Environmental Quality Act (CEQA) on July 2, 2025; and

WHEREAS, the Board of Commissioners does hereby certify that acting as a responsible agency for the Project under CEQA, it considered the information contained in such PEIR and concurred in the analysis and conclusions set forth in said documents; and

WHEREAS, the Board of Commissioners has been presented with certain evidence relating to the impact of the Project upon the air, land, environment, and ecology of the Bay under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

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

SECTION 1. That the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the Board (1) has independently reviewed and analyzed the certified Restoration Projects Statewide General Order PEIR and other information in the record and has considered the information contained therein prior to acting upon or approving the portion of the Project before the Board for consideration and (2) find that the PEIR prepared for the Project was completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA and (3) find that the PEIR is consistent the independent judgment and analysis of the Humboldt Bay Harbor District in its capacity as a responsible agency for the Project.

The District further finds that the Project includes avoidance and minimization measures to reduce potential impacts and that potentially significant impacts identified in and PEIR will be mitigated or avoided and applicable mitigation measures were adopted by the North Coast Regional Water Quality Control Board (NCRWQCB) and are incorporated here by reference. The Restoration Projects Statewide Order PEIR is available on the Water Board's website:

<https://acceleratingrestoration.org/permits/srgo-ceqa-peir/> and the NCRWQCB Notice of Determination filed on July 2, 2025 is on ceqanet: <https://ceqanet.lci.ca.gov/Project/2019100230>. The NCRWQCB's NOD finds (1) the project will not have a significant effect on the environment, (2) an EIR was prepared for the project pursuant to the provisions of CEQA, (3) mitigation measures were made a condition of project approval, and (4) a mitigation reporting or monitoring plan was adopted for the project. In addition, none of the conditions set forth in State CEQA Guidelines section 15162 apply here. The Project would not result in new significant effects or require new mitigation measures considerably different from those analyzed in the PEIR.

SECTION 3. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:

- a) The proposed uses are necessary to promote public safety, health, comfort, and convenience of the public;
- b) The proposed uses are required by the public convenience and necessity;
- c) The proposed uses will not have any substantial adverse environmental or ecological effect;
- d) The proposed use is consistent with the Humboldt Bay Management Plan including but are not limited to: CAE-2: Maintain, restore, and enhance aquatic ecosystem integrity;

CAS-1: Maintain biological diversity and important habitats throughout Humboldt Bay; CAS-3: Maintain and enhance habitat for sensitive species; and CEP-5: Water Quality protection;

- e) The permit, right, or privilege is reasonably required by public convenience to promote growth, and to meet area demands, and does not adversely affect the environment or ecology of the area to any substantial degree; and
- f) The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

SECTION 4. That the Board of Commissioners does hereby issue Permit 2025-05 conditionally approving the Elk River Estuary Restoration Project (Planning Area 1) (Attachment A-1).

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 8th day of January, 2026 by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

_____, President
Board of Commissioners

_____, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2026-06 entitled,

A RESOLUTION ESTABLISHING FINDINGS RELATIVE TO HARBOR DISTIRCT PERMIT 2025-05 FOR THE ELK RIVER ESTUARY RESTORATION PROJECT (PLANNING AREA 1); MAKING CEQA RESPONSIBLE AGENCY FINDINGS; AND APPROVING HARBOR DISTRICT PERMIT 2025-05 WITH CONDITIONS

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **8th day of January, 2026**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January 2026.

_____, Secretary
Board of Commissioners



COMMISSIONERS

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

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

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

PERMIT

Permit No. 2025-05

Permittee:

California Trout
Arcata CA Office
1380 9th Street
Arcata, CA 95521
(707) 822-0420
Dmierau@caltrot.org

Agent:

GHD
Andrea Hilton
(707) 267-2262
Andrea.hilton@ghd.com

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2025-05, filed by **California Trout (CalTrout)**, hereinafter referred to as "**Permittee**", and the **District** as a responsible agency pursuant to the California Environmental Quality Act (CEQA), adopting findings related to the Project, and the Board of Commissioners of the **District** having on January 8, 2026, passed Resolution No. 2026-03 establishing findings relative to the Application by **Permittee** for the CalTrout Elk River Estuary Restoration Project (Planning Area 1) as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District**.

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

The Elk River Estuary Restoration Project (Planning Area 1, the "Project") is one phase of a large-scale ecological restoration effort located in the tidally influenced lower Elk River watershed near Humboldt Bay, California. The Project will restore tidal marshes, slough channels, riparian corridors, and floodplain connectivity to improve habitat for threatened and endangered fish species. Key elements include levee and railroad-grade breaching, drainage infrastructure removal or upgrades, tidal slough and creek channel restoration, vegetation enhancement, backwater and side-channel creation for salmonid rearing, and floodplain recontouring to reconnect seasonal flow paths. In addition to ecological benefits, the Project includes public access improvements such as new trails, wildlife viewing platforms, and non-motorized boat launches.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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

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

3. That the mitigation measures described in the State Water Resources Control Board Restoration Projects Statewide Order PEIR Consolidated Final, as applicable, are made conditions of this permit by reference.
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on **January 8, 2027**. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date. Up to four (4) one-year extensions may be granted, for a total permit term of up to five years.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be

implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

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

applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

15. That this Permit is valid as of January 8, 2026 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 8th day of January 2026, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

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

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

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

Dated: _____

California Trout Representative



Permit App: 2025-05

From Lou Jacobson [REDACTED]

Date Mon 11/24/2025 5:42 PM

To District Planner <districtplanner@humboldtbay.org>

To whom it concerns,

My name is Lou Jacobson. I own an adjoining parcel to the referenced project. I am writing to you to express my strong support of the proposed project scope.

Although I may have missed it in my review, I ask that you and the applicant consider how increased access may impact illegal dumping, which is relatively consistent on Pine Hill Road. Although I am aware that this cannot be eliminated, action that mitigates dumping will increase the benefits of the project while contributing to a safer and healthier community.

Thank you, I sincerely look forward to this project being completed!

Lou Jacobson



Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

December 9, 2025

Mr. Chris Mikkelsen
Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Drive
Eureka, California 95501

RE: Comments on Elk River Estuary Restoration Project

Dear Mr. Mikkelsen,

The Humboldt Community Services District (HCSD) respectfully submits this letter of public comment to the Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD) regarding the Elk River Estuary Restoration Project proposed by California Trout (CalTrout). HCSD supports the approval of this project and the greater initiative to improve water quality and rehabilitate critical habitats for salmonid and other estuarine species in the Elk River Watershed.

HCSD owns real property, infrastructure assets and easements within the project footprint and wishes to maintain access and control over these holdings. Specifically, assessor's parcel number 302-181-028-000 is wholly owned by HCSD as well as a drinking water transmission main that traverses the proposed project area (Figure 1). Figure 1 shows the conceptual project and includes linework showing the approximate alignment of the District's transmission main. CalTrout has coordinated with the District in the development of the conceptual design. The District would like to facilitate ongoing collaboration with project proponents and also ensure that the District can maintain access to District property and the transmission main for operations and maintenance purposes.

This public comment letter was considered and approved by the Humboldt Community Services District's Board of Directors at their December 9, 2025 meeting.

Sincerely,

Terrence Williams
General Manager
Humboldt Community Services District



Figure 1: Conceptual design of the proposed Elk River Estuary Recovery Project as imagined by CalTrout. The image shows the existing HCSD drinking water transmission main that crosses the project area.

Notice of Determination**Appendix D****To:**

Office of Planning and Research
 U.S. Mail: *Street Address:*
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: _____
 Address: _____

From:

Public Agency: NCRWQCB
 Address: 5550 Skylane Boulevard, Suite A,
Santa Rosa, CA
 Contact: Jake Shannon
 Phone: (707) 576-2673

Lead Agency (if different from above): _____

Address: _____

Contact: _____
 Phone: _____

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

State Clearinghouse Number (if submitted to State Clearinghouse): 2019100230

Project Title: Elk River Estuary (Planning Area 1) Restoration Project

Project Applicant: California Trout

Project Location (include county): 40.74513, -124.18787, Humboldt County

Project Description:

The Project includes the following restoration elements: remove and/or upgrade drainage infrastructure; reduce or remove levees; breach an abandoned railroad grade; restore tidal sloughs and tidal creek channels and their connectivity to mainstem channels; create backwater features for seasonal waterfowl and winter salmonid rearing habitat (primarily for federally listed Coho Salmon); manage invasive vegetation; expand native plant communities; and recontour portions of the floodplain to guide winter

This is to advise that the North Coast Regional Water Quality Control Board has approved the above
 (Lead Agency or Responsible Agency)

described project on July 2, 2025 (date) and has made the following determinations regarding the above described project.

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

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

https://www.waterboards.ca.gov/water_issues/programs/cwa401/generalorders/2022/srgo-final-peir-cor

Signature (Public Agency): JAKE SHANNON Title: Sr. Environmental Scientist (Spec)

Date: July 2, 2025 Date Received for filing at OPR: _____