

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

DATE: December 14, 2023

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:

Observe: Members of the public can attend the meeting in person or observe the meeting on Zoom at the following link: <https://us02web.zoom.us/j/6917934402>

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

Public members observing on Zoom will not be able to participate or provide comment. Members of the public who may wish to provide public comment during the meeting must attend in person.

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

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

2. Public Comment

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

3. Move to Closed Session

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker,

Agenda for December 14, 2023 Regular Board Meeting

Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

b) Public Employee Appointment: Facilities Coordinator

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

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

8. Consent Calendar

- a) Adopt Minutes for November 9, 2023 Regular Board Meeting
- b) Receive District Financial Reports for October 2023
- c) Review and Approve a Lease Agreement Darrel Pitcher
- d) Approval of Emergency Repairs for USCG Dock Power
- e) Approval of Engagement Letter with K&L Gates for Legal Counsel

9. Communications, Reports and Correspondence Received

- a) Correspondence Received
 - 1. Ballots for Humboldt No. 1 Fire Protection District for 11 parcels
 - 2. Letter from Mark Wetzel, David L. Moonie & Co, LLP
- b) Executive Director's Report
- c) Staff Reports
- d) District Counsel and District Treasurer Reports
- e) Commissioner and Committee Reports

10. Unfinished Business

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

Agenda for December 14, 2023 Regular Board Meeting

Recommendation: Receive report and provide direction.

Summary: This report will provide an update on project schedule, budget, tasks completed, tasks underway, upcoming tasks, the latest overall project strategy, and an extension of an “Exclusive Right to Negotiate” agreement with Crowley Wind Services.

11. New Business

a) Consider Adopting Resolution 2023-23, A Resolution Fixing the Employer Contribution Under the Public Employees’ Medical and Hosp Care Act at an Equal Amount for Employees and Annuitants

Recommendation: Staff Recommends the Board Adopt Resolution 2023-23.

Summary: On November 9, 2023, the Board of Commissioners approved Resolution 2023-19 to switch from the current health plan to the CalPERS Health Insurance plan; that switch did not include elected officials. Adoption of this Resolution will allow elected officials to participate in the CalPERS Health program effective February 1, 2024.

b) Consider Adopting Resolution 2023-24, A Resolution Fixing the Employer Contribution Under the Public Employees’ Medical and Hospital Care Act at an Unequal Amount for Employees and Annuitants

Recommendation: Staff Recommends the Board Adopt Resolution 2023-24.

Summary: On November 9, 2023, the Board of Commissioners approved Resolution 2023-20 Fixing the Employer Contribution rate to the Harbor District employee Health Insurance Monthly Premium. Resolution 2023-24 includes the CalPERS required language for this action to occur. Beginning on January 1, 2024, the Employee’s contribution shall be 15% of the total premium and the District will pay the remaining 85% as calculated by averaging the premiums of the CalPERS Gold and the CalPERS Platinum plans.

c) Consider Awarding a Contract with SHN for Design and Construction Services at Fields Landing Boat Yard

Recommendation: Staff recommends the Board: Approve a contract with SHN for the Design and Construction Services of a Stormwater Treatment System at the Fields Landing Boat Yard, as budgeted in the FY2023-24 District Budget.

12. Future Agenda Items

a) Green Terminal Strategy for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal

13. Adjournment

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

November 9, 2023

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M., Regular Session met at 6:00 P.M. 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: All or Portions of Humboldt County Assessor Parcel Nos.: 401-112-024-000, 401-031-040-000, 401-031-078-000, and 401-031-083-000, and portions of the tidelands along the Samoa Peninsula adjacent to Redwood Marine Terminal I. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Crowley Wind Services, Inc. Under negotiation: price and terms of payment.

- b) Public Employee Appointment: Legal Counsel

REGULAR SESSION – 6:02 P.M.

ROLL CALL

PRESENT: BENSON
 DALE
 HIGGINS
 KULLMANN

ABSENT: NEWMAN

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

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

CONSENT CALENDAR

- a) Adopt Minutes for October 12, 2023 Regular Board Meeting
- b) Receive District Financial Reports for August 2023
- c) Receive District Financial Reports for September 2023

Draft Minutes for November 9, 2023 Regular Board Meeting

- d) Review and Approve a Lease Agreement with the City of Eureka
- e) Review and Approve an Assignment of Lease Agreement to Holdfast Seafoods, LLC
COMMISSIONER HIGGINS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-E.
COMMISSIONER KULLMANN SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: BENSON, DALE, HIGGINS, KULLMANN
Noes: NONE
Absent: NEWMAN
Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received
 - I. Letter from Jared Huffman in Support of the MPDG Mega Grant (Attachment A)
- b) Executive Director's Report
 - I. Executive Director presented Executive Director's report.
- c) Staff Reports
 - I. Staff presented reports.
- d) District Counsel and District Treasurer Reports
 - I. No report.
- e) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS - None

NEW BUSINESS

- a) **Receive an Update on the New Heavy Lift Marine Terminal to Support the Offshore Wind Industry**
 - I. District staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. Elaine Monweb, Angel Martinez, Robin Grey-Stewart, Sean Marsh, Karry Venegas, Torri Polizzi and Carol Vander Meer commented.
 - IV. Chair Dale moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.
- b) **Consider Adopting Resolution 2023-19, A Resolution Electing to be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. No one commented.
 - IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2023-19, A RESOLUTION ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS.

COMMISSIONER KULLMANN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN

Noes: NONE

Absent: NEWMAN

Abstain: NONE

c) Consider Adopting Resolution 2023-20, A Resolution Repealing Resolution 2004-02, and Fixing the Employer's Contribution to the Harbor District Employee and Retiree Health Insurance Program

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Dale opened the item to public comment. No one commented.

IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2023-20, A RESOLUTION REPEALING RESOLUTION 2004-02, AND FIXING THE EMPLOYER'S CONTRIBUTION TO THE HARBOR DISTRICT EMPLOYEE AND RETIREE HEALTH INSURANCE PROGRAM.

COMMISSIONER HIGGINS SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN

Noes: NONE

Absent: NEWMAN

Abstain: NONE

d) Consider Adopting Resolution 2023-21, A Resolution Establishing a Retirement System Pursuant to Section 218(d)(6) of the Federal Social Security Act Composed of Positions of Members of the California Public Employees' Retirement System within the Humboldt Bay Harbor, Recreation and Conservation District

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Dale opened the item to public comment. No one commented.

IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2023-21, A RESOLUTION ESTABLISHING A RETIREMENT SYSTEM PURSUANT TO SECTION 218(D)(6) OF THE FEDERAL SOCIAL SECURITY ACT COMPOSED OF POSITIONS OF MEMBERS OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM WITHIN THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN

Noes: NONE

Absent: NEWMAN

Abstain: NONE

e) Consider Adopting Resolution No. 2023-22 Recognizing Executive Director, Larry Oetker, for His Years of Service to the District

- I. Chair Dale presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Amy Jester, Kerry Venegas, Mike Foget, and Leigh Pierre-Oetker commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2023-22, A RESOLUTION RECOGNIZING EXECUTIVE DIRECTOR LARRY OETKER FOR HIS YEARS OF SERVICE TO THE DISTRICT.

COMMISSIONER BENSON SECONDED.

COMMISSIONER KULLMANN AMENDED HIS MOTION TO INCLUDE RECOGNITION FOR ATTRACTING FIBER-OPTIC CABLE LANDINGS AT REDWOOD MARINE TERMINAL II.

COMMISSIONER BENSON SECONDED THE AMENDED MOTION.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN

Noes: NONE

Absent: NEWMAN

Abstain: NONE

FUTURE AGENDA ITEMS

- a) Monthly Update on the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

ADJOURNMENT – 7:32 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

JARED HUFFMAN
2ND DISTRICT, CALIFORNIA

COMMITTEE ON
NATURAL RESOURCES
WATER, POWER, AND OCEANS – RANKING MEMBER
FEDERAL LANDS
COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
HIGHWAYS AND TRANSIT
WATER RESOURCES AND ENVIRONMENT

Congress of the United States
House of Representatives
Washington, DC 20515-0502

November 2, 2023

Honorable Pete Buttigieg
U.S. Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Secretary Buttigieg:

I am writing in support of the Humboldt Bay Harbor, Recreation, and Conservation District's application for FY 2023-2024 Multimodal Project Discretionary Grant Opportunity (MPDG) Mega and INFRA funding for its Offshore Wind Heavy Lift Multipurpose Marine Terminal Project. This critical infrastructure would support California's burgeoning offshore wind industry and bring significant economic benefits to a historically disadvantaged rural community while supporting clean energy development needed to combat climate change.

The marine terminal project on Humboldt Bay in the north part of my congressional district will redevelop a 180-acre former industrial site along a federal navigation channel. Offshore wind developers would use the site to assemble wind turbines before towing them to Bureau of Ocean Management leased areas offshore. Significant workforce development, career advancement, and local business opportunities will result from these projects, including for local tribal members, tribal governments, and labor. The project has been supported by \$10.45 million in planning funds from the state and by \$8.8 million in United States Marine Highway Grant funds, and a 50 percent or higher match to the Mega and INFRA funds is expected.

This major port development nearest the most significant wind resources will make it a hub for offshore wind on the West Coast, increasing competitiveness by reducing travel between manufacturing hub, marshalling port, and wind farm, and by reducing consumer costs. These projects are critical to meeting state and federal clean energy goals.

Please give the Humboldt Bay Harbor District's request for MPDG Mega and INFRA funding for its Offshore Wind Heavy Lift Multipurpose Marine Terminal Project your full and fair consideration. If you have any questions, please contact my Senior District Representative John Driscoll at (707)407-3585.

Sincerely,



JARED HUFFMAN
Member of Congress

SAN RAFAEL
999 FIFTH AVENUE, SUITE 290
SAN RAFAEL, CA 94901
PHONE: (415) 258-9657
FAX: (415) 258-9913

PETALUMA
206 G STREET, #3
PETALUMA, CA 94952
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UKIAH
559 LOW GAP ROAD
UKIAH, CA 95482
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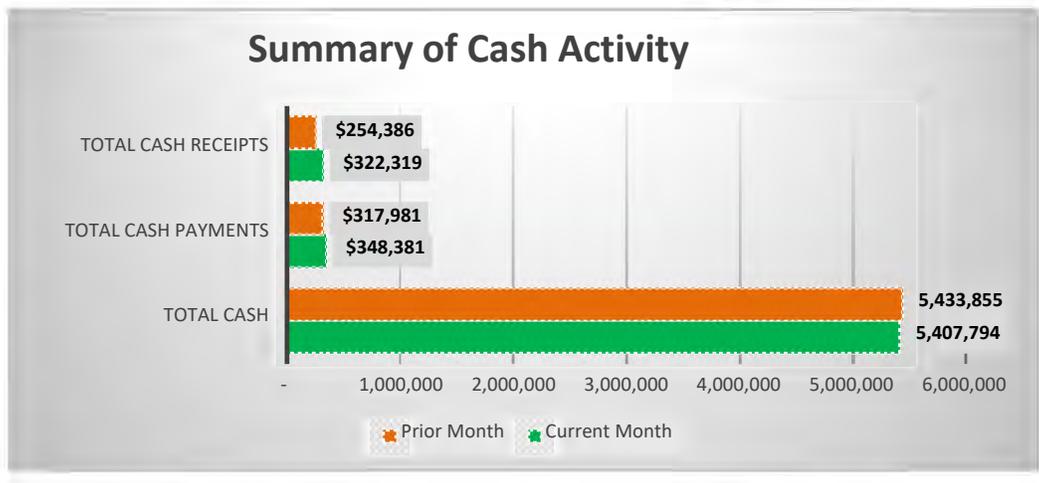
FORT BRAGG
430 NORTH FRANKLIN STREET
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EUREKA
317 THIRD STREET, SUITE 1
EUREKA, CA 95501
PHONE: (707) 407-3585
FAX: (707) 407-3559

Monthly Cash Flow Analysis

For The Months Ended October 31, 2023 and September 30, 2023

	10/31/23	9/30/23
<u>Account Balances</u>		
Checking	\$ 58,588	\$ 89,711
Savings	4,186,163	4,178,385
County Treasury	1,161,748	1,161,748
Cash on hand	1,295	4,011
Total Cash	5,407,794	5,433,855
Less: Restricted cash for Marina surcharges	(1,926,793)	(1,935,335)
Unrestricted Cash	3,481,001	3,498,521
Less: Unexpended grant proceeds and Nordic deposits included in cash above	(1,121,438)	(1,125,485)
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	2,359,563	2,373,036
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 5,433,855	\$ 5,497,450
Monthly Deposits	322,319	254,386
Monthly Payments	(348,381)	(317,981)
Balance, End of Month	\$ 5,407,794	\$ 5,433,855
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Redwood Community Action Agency	\$ 27,094	
Sub-total, Significance/Unusual Expenses	27,094	-
General operating expenses and other misc. expense	\$ 321,286	317,981
Total Cash Payments	\$ 348,381	\$ 317,981
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Crowley Wind Services, Inc.		25,000
Nordic Aquafarms, Inc.	\$ 28,821	\$ 56,301
Sub-total, Significant/Unusual Revenues	28,821	81,301
General revenues	293,499	173,085
Total Cash Receipts	\$ 322,319	\$ 254,386



5:25 PM

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

12/07/23

As of October 30, 2023

Accrual Basis

	Oct 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	5,341.63
10200.1 · Cash in PNC, Checking	47,313.77
10400 · CASH IN COUNTY - FUND 2720	1,125,447.18
10500 · CASH IN COUNTY - FUND 3872	36,300.78
10600.1 · Cash in bank, Tariff PNC	4,077,555.89
10700.1 · Cash in bank, Water PNC	90,826.84
10901 · UNEXPENDED MARINA SURCHARGES	1,902,495.86
10903 · RESTRICTED CASH	-1,902,495.86
Total Checking/Savings	5,384,066.09
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,413,763.95
Total Accounts Receivable	1,413,763.95
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-543,656.00
12200 · TAXES RECEIVBLE	330,000.00
12300 · INTEREST RECEIVBLE	15,620.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	162,111.67
1499 · Undeposited Funds	15.00
Total Other Current Assets	5,813,465.67
Total Current Assets	12,611,295.71
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · SAMOA PROPERTY	208,149.00
14930 · TOWN OF SAMOA PROPERTY	3,007,851.23
14940 · BAY STREET PROPERTY	35,000.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE, CONSTR IN PROGRES	1,351,140.12
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-18,989,614.17
Total CAPITAL ASSETS, NET	12,852,642.22
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	12,910,237.97
Other Assets	
18700 · Deferred Lease Asset	3,679,190.00
19000 · Deferred Outflows of PERS	702,529.00
Total Other Assets	4,381,719.00

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of October 30, 2023

	Oct 30, 23
TOTAL ASSETS	29,903,252.68
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	785,092.07
Total Accounts Payable	785,092.07
Credit Cards	
20112 · US Bank Visa	5,191.99
Total Credit Cards	5,191.99
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	1,220.77
21000 · WAGE GARNISHES	372.46
21100 · FEDERAL WITHHOLDING TAX	4,415.46
2111 · *DIRECT DEPOSIT LIABILITIES	-2,258.50
21200 · STATE WITHHOLDING TAX	1,983.92
21300 · STATE UNEMPLOYMENT TAX	337.26
21400 · SOCIAL SECURITY/MEDICARE TAX	-459.00
21600 · PERS CARE/MEDICAL INSURANCE	10,850.10
21700 · PERS RETIREMENT	5.60
21800 · STATE DISABILITY INSURANCE	-27.00
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	16,515.83
20200 · NOTES PAYABLE	258,577.33
20400 · ACCRUED WAGES PAYABLE	37,333.75
20500 · ACCRUED INTEREST	35,340.00
20600 · ACCRUED VACATION PAYABLE	68,682.94
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	17,940.00
20802 · PLUG DEPOSITS ON HAND	1,330.00
20803 · SLIP DEPOSITS ON HAND	50,930.39
20804 · STORAGE DEPOSITS	3,959.15
20806 · LEASE SECURITY DEPOSIT	101,348.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 · WAIT LIST DEPOSIT	5,050.00
Total 20800 · DEPOSITS ON HAND	183,501.27
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	120,184.62
27201 · Deferred Inflows - OPEB	3,223.00
28000 · DEFERRED INCOME	163,450.39
28400 · DEFERREDINCOME CalTrans Spartina	1,119,484.77
Total Other Current Liabilities	5,912,293.90
Total Current Liabilities	6,702,577.96
Long Term Liabilities	
24001 · Gound Lease Amortization	-424,391.45
24003 · Groundlease Current Offset	-120,184.62
25500 · OPEB Liability	169,351.00
25700 · BOND PAYABLE 2014 REFINANCING	1,621,349.19
25800 · BBVA Loan Payable	908,007.88
25900 · LESS CURRENT PORTION	-258,577.33
26100 · Rate Stabilization Fund	5,454,000.00
27000 · Net Pension Liability	1,408,435.00
27200 · Deferred Inflows of PERS	115,823.00
27202 · Deferred Inflows - Leases	3,545,298.00
Total Long Term Liabilities	12,419,110.67

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

12/07/23

As of October 30, 2023

Accrual Basis

	<u>Oct 30, 23</u>
Total Liabilities	19,121,688.63
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,299,245.07
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	15,405.68
30900 · RESTRICTED FUND BALANCE - Other	1,887,090.07
Total 30900 · RESTRICTED FUND BALANCE	1,902,495.75
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-931,218.23
31201 · General Fund-Change is Restrict	-15,405.68
31200 · GENERAL FUND BALANCE - Other	1,010,372.61
Total 31200 · GENERAL FUND BALANCE	63,748.70
Net Income	-483,925.47
Total Equity	10,781,564.05
TOTAL LIABILITIES & EQUITY	<u>29,903,252.68</u>

5:26 PM

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/07/23

October 2023

Accrual Basis

	Oct 23	Jul - Oct 23
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	5.00
Total Donations	0.00	5.00
Dredging Revenue		
41318 · Dredging Surcharge - T	17,644.30	81,314.06
Total Dredging Revenue	17,644.30	81,314.06
Fees		
40108 · PERMITS-T	600.00	2,200.00
40808 · Pilotage Services - T	275.94	1,427.01
41308 · Moorage - T	11.20	11.20
41308.1 · Poundage - T	1,906.12	3,144.41
41818 · Late Charges/Interest - T	5,900.00	26,625.00
41819 · Late Charges/Interest - NT	50.00	194.77
45608 · Chevron - Ports O&M - T	0.00	8,087.50
Total Fees	8,743.26	41,689.89
Float Replacement Account		
41418 · Float Replacement	5,520.19	25,686.14
Total Float Replacement Account	5,520.19	25,686.14
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	2,933.88	6,531.39
Total Harbor Grants	2,933.88	6,531.39
Total Grant Revenue	2,933.88	6,531.39
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	24,191.56	35,166.56
Total Harbor Surcharge	24,191.56	35,166.56
Interest Revenue		
43108 · Interest Income - T	11,499.31	44,944.48
43109 · Interest Income - NT	583.33	2,333.32
43309 · Interest On Del Accts - NT	0.00	58.19
Total Interest Revenue	12,082.64	47,335.99
Other Revenue		
45908 · Other Revenue - T	0.00	1.00
45909 · Other Revenue - NT	11,622.90	90,441.39
Total Other Revenue	11,622.90	90,442.39
Rent Income		
40218 · Slip Rents - T	43,753.51	196,524.25
40318.1 · Transient Rentals - T	1,491.47	12,727.19
40518 · Equipment Rent - T	665.10	3,049.26
40519 · Equipment Rent - NT	0.00	70.00
40809 · Yard Rent - NT	1,261.20	5,044.80
41108 · Rents, Tidelands Leases - T	41,932.61	131,921.81
41309 · Storage - NT	4,897.90	20,361.44
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	0.00	0.00
41409 · Upland Rent - NT - Other	107,763.96	438,250.44
Total 41409 · Upland Rent - NT	107,763.96	438,250.44
Total Rent Income	201,765.75	807,949.19
Sales		

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/07/23

October 2023

Accrual Basis

	Oct 23	Jul - Oct 23
40119 · Concession Sales - NT	322.25	2,014.50
Total Sales	322.25	2,014.50
Tax Revenue		
43509 · Property Tax Revenues	110,000.00	440,000.00
Total Tax Revenue	110,000.00	440,000.00
Utility Surcharge		
40409 · Utility Surcharge - NT	2,673.18	14,298.37
40418 · Utility Surcharge, Marina Dock	239.18	12,118.09
Total Utility Surcharge	2,912.36	26,416.46
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	0.00	95.83
Total Income	397,739.09	1,604,682.40
Gross Profit	397,739.09	1,604,682.40
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	3,198.00	16,210.50
52508 · Accounting Fees - NT	1,066.00	7,113.50
Total Accounting/Auditing Services	4,264.00	23,324.00
Communications		
51400 · Communications - NT	1,694.75	7,022.49
51408 · Communications - T	164.41	655.05
Total Communications	1,859.16	7,677.54
Conference & Meetings		
51500 · Conferences & Meetings - NT	3,343.09	7,891.86
51508 · Conferences & Meetings - T	98.84	749.96
Total Conference & Meetings	3,441.93	8,641.82
Dredging Expense		
55608 · Dredging Expense - T	0.00	60,158.71
56708 · Dredging - GT	0.00	6,463.75
56718 · Dredging - MT	0.00	675.00
Total Dredging Expense	0.00	67,297.46
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	16,563.58	17,787.58
51608 · Dues & Subscriptions - T	0.00	1,341.25
Total Dues, Subscriptions & Licences	16,563.58	19,128.83
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	44,296.98
Total Elections & Government Fees	0.00	44,296.98
Engineering Services		
52400 · Engineering Fees - NT	4,998.75	29,082.75
52408 · Engineering Fees - T	0.00	3,106.25
Total Engineering Services	4,998.75	32,189.00
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	540.00
51200 · Automotive, Fuel- NT	697.64	2,234.19
51208 · Vessel Fuel	0.00	370.45
51218 · Automotive, Fuel - T	734.88	2,620.96
Total Fuel	1,552.52	5,765.60

Humboldt Bay Harbor, Recreation & Conservation District

12/07/23

Profit & Loss

Accrual Basis

October 2023

	Oct 23	Jul - Oct 23
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	9,039.59	13,039.59
Total Conservation Grant Expenses	9,039.59	13,039.59
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	471,151.05	729,283.38
Total Harbor Grant Expenses	471,151.05	729,283.38
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	27,094.35	26,866.62
Total Recreation Grant Expenses	27,094.35	26,866.62
Total Grant Expenses	507,284.99	769,189.59
Insurance		
51800 · Insurance - NT	11,583.57	39,596.25
51808 · Insurance - T	18,621.32	19,766.50
Total Insurance	30,204.89	59,362.75
Interest Expense		
55108 · Interest Expense - T	4,156.00	16,624.00
55109 · Interest Expense - NT	7,624.00	30,496.00
Total Interest Expense	11,780.00	47,120.00
Legal Services		
52300 · Legal Fees - NT	2,813.50	12,194.51
52308 · Legal Fees - T	684.50	3,311.49
Total Legal Services	3,498.00	15,506.00
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	2,855.17	7,398.43
52710 · Repairs & Maint, Equip - NT	140.31	944.00
52718 · Repairs & Maint, Equip - T	0.00	14.19
Total Maintenance - Equipment	2,995.48	8,356.62
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	11,540.28	24,114.95
52719 · Repairs & Maint, Facilities - N	4,429.15	19,587.91
Total Maintenance - Facilities	15,969.43	43,702.86
Maintenance - IT		
57008 · Maintenance, IT Equip - T	503.50	1,600.00
57009 · Maintenance, IT Equip - NT	1,069.54	1,993.36
Total Maintenance - IT	1,573.04	3,593.36
Maintenance Supplies		
52008 · Maintenance Supplies - T	93.85	188.49
52010 · Maintenance Supplies - NT	565.36	4,560.70
Total Maintenance Supplies	659.21	4,749.19
Office Supplies		
51900 · Office Supplies - NT	3,334.18	15,065.25
51908 · Office Supplies - T	436.22	2,240.29
Total Office Supplies	3,770.40	17,305.54
Other Expenses		
55418 · Other Expenses - T	-1,495.00	325.00
Total Other Expenses	-1,495.00	325.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

12/07/23

October 2023

Accrual Basis

	Oct 23	Jul - Oct 23
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	0.00	642.00
52110 · OUTSIDE SERVICES M/A	0.00	250.00
52118 · Outside Services, Other - T	0.00	2,104.00
Total Other Professional/Outside Serv	0.00	2,996.00
Permits		
51610 · Permits - NT	0.00	171.66
Total Permits	0.00	171.66
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	2,100.00	8,400.00
50208 · Commissioner's Salaries - T	900.00	3,600.00
Total Commissioners Fees	3,000.00	12,000.00
Contract Temporary Services		
50318 · Contract Temporary Services - T	0.00	13,518.18
Total Contract Temporary Services	0.00	13,518.18
Payroll Burden		
50500 · Payroll Benefits, Other - NT	38,790.94	145,962.14
50508 · Payroll Benefits, Other - T	14,241.52	45,671.80
6560 · Workers' Comp	4,100.80	16,329.53
Total Payroll Burden	57,133.26	207,963.47
Salaries/Wages		
50100 · Salaries & Wages - NT	90,966.05	383,890.21
Total Salaries/Wages	90,966.05	383,890.21
Total Personnel Expenses	151,099.31	617,371.86
Planning Services		
52200 · Planning Fees - NT	9,344.57	18,113.91
52208 · Planning Fees - T	975.00	1,115.00
Total Planning Services	10,319.57	19,228.91
Rent Expense		
54308 · Redwood Terminal 2 Lease Expns	0.00	395.18
Total Rent Expense	0.00	395.18
Small Tools		
52800 · Small Tools - NT	262.19	417.60
Total Small Tools	262.19	417.60
Utilities		
52909 · Utilities - NT	17,402.25	81,277.40
52918 · Utilities - T	5,133.52	22,508.11
53000 · Water, Sewer, & Refuse - NT	7,445.84	46,048.73
53008 · Water, Sewer, & Refuse - T	10,539.95	35,901.73
Total Utilities	40,521.56	185,735.97
57018 · Bank Service Charges	384.27	1,534.87
Total Expense	811,507.28	2,005,384.19
Net Ordinary Income	-413,768.19	-400,701.79
Net Income	-413,768.19	-400,701.79

5:25 PM

Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

12/07/23

As of October 31, 2023

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	10/04/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-58.77
Liability Check	10/04/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-331.40
Liability Check	10/05/2023		QuickBooks Payroll Serv...	Created by Payro...	-4,376.76
Liability Check	10/06/2023	ACH	PERS Unfunded Accrue...	2233447024 Retr...	-779.95
Bill Pmt -Check	10/06/2023	2507	Ron's Quality Auto Repair	PO 2014. Balanc...	-1,248.13
Liability Check	10/10/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-1,932.54
Liability Check	10/10/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,124.00
Liability Check	10/12/2023		QuickBooks Payroll Serv...	Created by Payro...	-26,902.51
Bill Pmt -Check	10/12/2023	2556	Dale, Greg.	PO 2035	-2,400.83
Liability Check	10/13/2023	ACH	PERS Unfunded Accrue...	2233447024	-6,194.76
Bill Pmt -Check	10/13/2023	ACH	CalPERS 457 Program	457Match 09/29/...	-325.00
Bill Pmt -Check	10/13/2023	ACH	PERS Unfunded Accrue...	2233447024	-7,930.50
Liability Check	10/13/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Liability Check	10/13/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	10/13/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	10/13/2023	2508	101Netlink		-170.00
Bill Pmt -Check	10/13/2023	2509	ACWA JPIA	215	-27,097.85
Bill Pmt -Check	10/13/2023	2510	Campton Electric Supply		-182.68
Bill Pmt -Check	10/13/2023	2511	Combined Benefits Admi...	Prefund Dental &...	-8,000.00
Bill Pmt -Check	10/13/2023	2512	David L. Moonie & Co., L...		-7,500.00
Bill Pmt -Check	10/13/2023	2513	Englund Marine Supply		-297.90
Bill Pmt -Check	10/13/2023	2514	Eureka Motors		-145.78
Bill Pmt -Check	10/13/2023	2515	Eureka Oxygen Company		-92.50
Bill Pmt -Check	10/13/2023	2516	Fortuna Iron	WIM Weldments	-217.22
Bill Pmt -Check	10/13/2023	2517	Hensell Materials, Inc.		-596.84
Bill Pmt -Check	10/13/2023	2518	Humboldt Bay Municipal ...		-1,525.47
Bill Pmt -Check	10/13/2023	2519	Humboldt Waste Manag...	20218	-967.67
Bill Pmt -Check	10/13/2023	2520	Industrial Electric Arcata,...	2-Ton Hoist Servi...	-230.00
Bill Pmt -Check	10/13/2023	2521	Kullmann, Stephen.	PO 2027, Travel ...	-1,437.53
Bill Pmt -Check	10/13/2023	2522	Matthews Paints		-36.46
Bill Pmt -Check	10/13/2023	2523	McNeill, Brian	PO 2032 WIM B...	-1,000.00
Bill Pmt -Check	10/13/2023	2524	Mercer Fraser Company		-1,429.92
Bill Pmt -Check	10/13/2023	2525	Mission Uniform & Linen	299313	-614.72
Bill Pmt -Check	10/13/2023	2526	Napa Auto Parts	24290	-414.19
Bill Pmt -Check	10/13/2023	2527	Pacific Gas & Electric (1...	Acct #06704919...	-2,569.29
Bill Pmt -Check	10/13/2023	2528	Pacific Gas & Electric (3...	6598073494-4	-239.88
Bill Pmt -Check	10/13/2023	2529	Pacific Gas & Electric (N...	2072047	-626.24
Bill Pmt -Check	10/13/2023	2530	Picky Picky Picky Inc.	Bill received 10-0...	-27.30
Bill Pmt -Check	10/13/2023	2531	Pierson Building Center	1297	-885.98
Bill Pmt -Check	10/13/2023	2532	Planwest Partners, Inc.		-17,181.07
Bill Pmt -Check	10/13/2023	2533	Recology Eel River	061097997	-519.24
Bill Pmt -Check	10/13/2023	2534	Recology Humboldt Cou...	061218064	-837.49
Bill Pmt -Check	10/13/2023	2535	Recology Humboldt Cou...	A0060000265	-3,344.28
Bill Pmt -Check	10/13/2023	2536	RMI Outdoors		-262.19
Bill Pmt -Check	10/13/2023	2537	Schmidbauer Building S...	PO#2031 RMT2 ...	-2,699.35
Bill Pmt -Check	10/13/2023	2538	Shafer's Ace Hardware #...	21586	-54.58
Bill Pmt -Check	10/13/2023	2539	Shelter Cove Fishing Pre...	SC Janitorial Oct...	-2,083.33
Bill Pmt -Check	10/13/2023	2540	Shelter Cove Resort Imp...	SC 08/29-09/27/...	-263.21
Bill Pmt -Check	10/13/2023	2541	SHN Consulting Enginee...		-10,513.75
Bill Pmt -Check	10/13/2023	2542	StewTel, Inc.		-328.82
Bill Pmt -Check	10/13/2023	2543	Tenera Environmental Inc.	20236001	-3,704.50
Bill Pmt -Check	10/13/2023	2544	Verizon Wireless	VOID:	0.00
Bill Pmt -Check	10/13/2023	2545	Western Chainsaw		-87.38
Check	10/13/2023	2546	Renner, Robin	Tenant Refund	-420.60
Check	10/13/2023	2547	Cerami, Joe.	Tenant Refund	-250.30
Check	10/13/2023	2548	Simpson, Larry	Tenant Refund	-40.00
Check	10/13/2023	2549	Helton, Steve	Tenant Refund	-307.52
Check	10/13/2023	2550	Diemer, Dan	Tenant Refund	-20.00
Check	10/13/2023	2551	Thee, Thomas	Tenant Refund	-208.77
Bill Pmt -Check	10/13/2023	2552	Verizon Wireless		-163.92
Bill Pmt -Check	10/13/2023	2553	Valley Pacific Petroleum ...	114137	-1,499.52
Bill Pmt -Check	10/13/2023	2554	Verizon Wireless		-309.85
Check	10/13/2023	2555	US Bank Corporate Pay...		-2,667.26
Bill Pmt -Check	10/13/2023	2557	Reincke Marine Fabricati...	PO#2036 Boat D...	-3,600.00
Bill Pmt -Check	10/13/2023	2558	Reincke Marine Fabricati...	PO#2037 Boat D...	-4,500.00
Bill Pmt -Check	10/13/2023	2559	Reincke Marine Fabricati...	PO#2038 Boat D...	-3,560.41
Liability Check	10/13/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-87.85
Liability Check	10/13/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-333.44

Account QuickReport

As of October 31, 2023

12/07/23

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Liability Check	10/19/2023		QuickBooks Payroll Serv...	Created by Payro...	-3,934.28
Liability Check	10/20/2023	ACH	PERS Unfunded Accrue...	2233447024	-715.31
Liability Check	10/24/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,626.46
Liability Check	10/24/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-719.00
Liability Check	10/24/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,094.72
Liability Check	10/24/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-252.00
Bill Pmt -Check	10/25/2023		Humboldt County Tax Co...	QuickBooks gen...	0.00
Liability Check	10/26/2023		QuickBooks Payroll Serv...	Created by Payro...	-28,175.86
Liability Check	10/27/2023	2560	Operating Engineers Loc...	94-2262845	-299.04
Liability Check	10/27/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	10/27/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	10/27/2023	2561	Franchise Tax Board		-100.00
Liability Check	10/27/2023	ACH	PERS Unfunded Accrue...	2233447024	-6,481.47
Liability Check	10/27/2023	ACH	CalPERS 457 Program	450348	-1,885.75
Bill Pmt -Check	10/27/2023	ACH	CalPERS 457 Program	457Match 10/27/...	-325.00
Bill Pmt -Check	10/27/2023	2562	Advanced Security Syste...	WIM	-260.00
Bill Pmt -Check	10/27/2023	2563	Alves Inc.	PO#2039. Bill re...	-995.00
Bill Pmt -Check	10/27/2023	2564	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	10/27/2023	2565	B & B Portable Toilets	RWD	-133.44
Bill Pmt -Check	10/27/2023	2566	C-MANC	Dues, Small Dee...	-2,550.00
Bill Pmt -Check	10/27/2023	2567	California Redwood Co.	Red Tank Electri...	-1,105.65
Bill Pmt -Check	10/27/2023	2568	CAPA		-4,913.58
Bill Pmt -Check	10/27/2023	2569	Coastal Business Syste...	VOID: 017-1623...	0.00
Bill Pmt -Check	10/27/2023	2570	Cox, Castle & Nicholson ...	Matter #102591 ...	-760.00
Bill Pmt -Check	10/27/2023	2571	Eurofins Calscience	PO#1923 WIM S...	-5,456.00
Bill Pmt -Check	10/27/2023	2572	Gallagher Marine Insura...	Marine Insurance...	-18,621.32
Bill Pmt -Check	10/27/2023	2573	Humboldt Bay Solar Fun...	HB0520	-11,614.68
Bill Pmt -Check	10/27/2023	2574	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	10/27/2023	2575	Industrial Electric Arcata...	1-Ton Hoist Servi...	-57.50
Bill Pmt -Check	10/27/2023	2576	Kullmann, Stephen.	PO 2044, Expen...	-346.80
Bill Pmt -Check	10/27/2023	2577	Mr. Rooter Plumbing	PO#2034 Hydro...	-850.00
Bill Pmt -Check	10/27/2023	2578	Network Help To Go	November 2023 I...	-575.00
Bill Pmt -Check	10/27/2023	2579	Northern California Glove	3474	-26.58
Bill Pmt -Check	10/27/2023	2580	Oetker, Larry.	Mileage Reimbus...	-96.94
Bill Pmt -Check	10/27/2023	2581	Pacific Coast Shellfish G...	Allied Member D...	-500.00
Bill Pmt -Check	10/27/2023	2582	Pacific Gas & Electric (N...	2072047	-636.75
Bill Pmt -Check	10/27/2023	2583	Redwood Community Ac...	PO 1841, Project...	-27,094.35
Bill Pmt -Check	10/27/2023	2584	Schmidbauer Building S...	PO#2033 RMT2 ...	-2,472.15
Bill Pmt -Check	10/27/2023	2585	SDRMA	Property/Liability ...	-1,671.05
Bill Pmt -Check	10/27/2023	2586	Security Lock & Alarm	RMT2 Keys Roll...	-39.33
Bill Pmt -Check	10/27/2023	2587	Wiyot Tribe		-4,047.10
Bill Pmt -Check	10/27/2023	2588	World Oil Environmental S...	15055	-100.00
Bill Pmt -Check	10/27/2023	2589	Alber's Tractor & Ag Work	PO#2045. Bill re...	-2,200.00
Bill Pmt -Check	10/27/2023	2590	Coastal Business Syste...	017-1623192-000	-505.55
Bill Pmt -Check	10/27/2023	2591	Anderson Trucking LLC	PO #2046 Save-...	-4,000.00
Bill Pmt -Check	10/27/2023	2592	City of Eureka (Sewer)	2001-901804-02	-5,247.11
Bill Pmt -Check	10/27/2023	2593	City of Eureka (Water)	2001-901802-01	-6,511.98
Bill Pmt -Check	10/27/2023	2594	Pacific Gas & Electric (8...	0074698259-4	-6,887.20
Bill Pmt -Check	10/27/2023	2595	Anderson Trucking LLC	PO #2047 Clean ...	-4,000.00
Liability Check	10/30/2023		QuickBooks Payroll Serv...	Created by Payro...	-2,267.25
Check	10/31/2023			Service Charge	-359.52
Total 10200.1 · Cash in PNC, Checking					-345,528.82
TOTAL					-345,528.82



COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: December 3, 2023

TITLE: Review and Approve a Lease Agreement to Pitcher's Pro Repair

STAFF RECOMMENDATION: Staff recommends the Board: Review and approve a Lease to Pitcher's Pro Repair.

SUMMARY: Pitcher's Pro Repair has been a tenant of the District in good standing for the past Five (5) years. Given their good business practices, the business has grown creating the need for additional indoor workspace and storage.

ATTACHMENTS

- A. Pitcher's Pro Repair Lease

COMMERCIAL LEASE

Date: August 1, 2023

Between: **Humboldt Bay Harbor, Recreation and Conservation District**
601 Startare Drive
P.O. Box 1030
Eureka, CA 95502-1030 ("DISTRICT")

And: **Darrell Pitcher**
dba Pitcher's Pro Repair
1885 Ribeiro Court Unit A
Arcata, CA 95521
707-616-5726 ("TENANT")

General location: Redwood Marine Terminal II (Approx. 1,400 sq. ft.) Shops & Stores
APN(s): 401-112-021
Address: 364 Vance Avenue
Samoa, CA 95564

RECITALS

WHEREAS, DISTRICT is a California public entity duly organized and existing under Appendix 2 of the California Harbors and Navigation Code for the purposes stated in Section 4 thereto.

WHEREAS, DISTRICT owns the fee simple interest to the Premises (as defined below).

WHEREAS, DISTRICT leases the Premises to the Humboldt Bay Development Association, Inc. ("HBDA" or "Association"), a California non-profit public benefit corporation, pursuant to that certain Ground Lease effective March 9, 2016, for a term of 65 years commencing March 9, 2016 (the "Ground Lease"), a copy of which is incorporated herein by this reference.

WHEREAS, reference is made to that certain Credit Agreement dated as of March 9, 2016, by and among New Markets Community Capital XVII, LLC, a Delaware limited liability company ("NMCC"), as lender, CNMC SUB-CDE 69, LLC, a Delaware limited liability company ("CNMC"), as lender, and HBDA, as borrower, dated March 9, 2016, under which HBDA entered into that certain Leasehold Deed of Trust, Security Agreement, Assignment of

Rents and Fixture Filing dated March 9, 2016 in favor of NMCC and CNMC (collectively referred to herein as the "Leasehold Mortgage").

WHEREAS, HBDA, as landlord, leases back the Premises to DISTRICT, as tenant, pursuant to that certain Operating Lease, effective March 9, 2016, for a term of 30 years commencing on March 9, 2016 (subject to three (3), ten (10) year extension periods as set forth therein) (the "Operating Lease"), a copy of which is incorporated herein by this reference.

WHEREAS, on the terms and conditions stated herein, TENANT desires to sublease from DISTRICT the Premises as more particularly described herein.

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

DISTRICT subleases to TENANT and TENANT subleases from DISTRICT, the real property and improvements described as: Shops and Store Suites # C150 and # C155, of approximately 1,400 sq feet.

The location and further description of the property and improvements, as well as any common areas and/or other specific areas, of the DISTRICT's property and improvements are described in **Exhibit A** (the "Premises") on the terms and conditions stated below:

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be from **August 1, 2023** until **June 30, 2025**, unless sooner termination in accordance with this lease.

1.2 Renewal Option. If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, TENANT shall have the option, subject to satisfaction of subsection (4), below, to renew this lease once for 2 additional years, unless sooner terminated in accordance with this lease, as follows:

- (1) The renewal term shall commence on the day following expiration of the initial term.
- (2) The option may be exercised by written notice to DISTRICT given not less than 90 days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. DISTRICT and TENANT shall then take the steps required for the

determination of rent as specified below.

- (3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that TENANT will no longer have any option to renew this lease for an additional term following the expiration of the renewal term. Rent for the renewal term shall be the the rental during the preceding original term increased as set forth in Section 2, below.
- (4) The lease renewal term are contingent upon DISTRICT and/or TENANT possessing the appropriate valid regulatory approvals per Section 3.3 below.

Section 2. Rent

2.1 Base Rent. During the first year of the original term, TENANT shall pay **\$700.00** per month to the DISTRICT, due on or before the first business day of each month.

2.2 Security & Key Deposit. \$700.00 Security and Key Deposit Required before possession. The Security Deposit shall be held by DISTRICT, without interest, as security for the performance of TENANT's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit or a measure of the DISTRICT's damages in case of TENANT's default. Upon the occurrence of any event of default by TENANT, DISTRICT may, from time to time and without prejudice to any other remedy provided by this Lease or by law, use that fund to the extent necessary to make good any arrears of rent or other payments or liability caused by the event of default. TENANT shall pay to DISTRICT on demand the amount that was applied in order to restore the security deposit to the amount then required under this Lease. Although the security deposit shall be deemed the property of DISTRICT, any remaining balance of the deposit shall promptly be returned by DISTRICT to TENANT at the time after termination of this Lease that all of TENANT's obligations under this Lease have been fulfilled.

2.3 Additional Rent. In addition to the Base Rent, a charge, initially estimated to be **\$100.00** per month, shall be paid by TENANT for electricity, water, sewage, and no other services. All such charges shall be deemed "Additional Rent" under this Lease. The actual Additional Rent charges shall be recalculated not more than annually by DISTRICT based on the actual costs based on the proceeding 12-month period. The DISTRICT shall provide TENANT a minimum of 60 days advance notice before any recalculation of Additional Rent charges are added to the Base Rent.

2.4 Late Charges. TENANT acknowledges that late payment of any rent or other

payment required by this lease from TENANT to DISTRICT will result in costs to DISTRICT, the extent of which is extremely difficult and economically impractical to ascertain. TENANT therefore agrees that if TENANT fails to make any rent or other payment required by this lease to be paid to DISTRICT within ten days of the date it is due, DISTRICT shall impose a late charge of five percent (5%) of the overdue payment, to reimburse DISTRICT for the cost of collecting the overdue payment. DISTRICT may levy and collect a late charge in addition to all other remedies available for TENANT's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

2.5 Escalation. For each year after the first year of the lease (including any renewal term), the base rent provided in Section 2.1 shall be increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor for the most recent twelve months available thirty (30) days prior to the anniversary date, or by two percent (2%), whichever is higher. Comparisons shall be made using the index entitled U.S. City Average—All Items and Major Group Figures for All Urban Consumers (1982-84=100), or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the figure for the preceding year with that of each succeeding year.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for the uses described in the Operations Plan which has been reviewed and approved by the District and Humboldt County Planning Department and is included in **Exhibit B** and in a manner consistent with (i) all ordinances of the DISTRICT; (ii) all local, state and federal laws and regulations (collectively, the "Permitted Uses"); (iii) and all recorded covenants and restrictions, including but not limited to the Leasehold Mortgage; (iv) the Ground Lease and the Operating Lease. Tenant is not authorized to use the Premises for any other purpose without the consent of DISTRICT, which consent shall not be withheld unreasonably. In addition to other reasons, the DISTRICT's refusal to allow a use that is not legal under State or Federal law shall be considered reasonable.

3.2 Restrictions on Use. In connection with the use of the Premises, TENANT shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the occupancy of the Premises and the use of the Premises, and correct at TENANT's own expense any failure of compliance created through TENANT's fault or by reason of TENANT's use, but TENANT shall not be required to make

any structural changes to effect such compliance unless such changes are required because of TENANT's specific use.

- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent DISTRICT from taking advantage of any ruling of the California Insurance Rating Bureau, or its successor, allowing DISTRICT to obtain reduced premium rates for long-term fire insurance policies, unless TENANT pays the additional cost of the insurance.
- (3) Refrain from any use that would be unreasonably offensive to other TENANTS or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by DISTRICT.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of DISTRICT. TENANT is authorized to install signs in the location and sizes specified in **Exhibit C**.
- (6) TENANT shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Except to the extent contrary to the Leasehold Mortgage, Ground Lease, or Operating Lease, TENANT may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. TENANT may store such Hazardous Substances on the Premises only in quantities necessary to satisfy TENANT's reasonably anticipated needs. TENANT shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, TENANT shall remove all Hazardous Substances from the Premises that were brought onto the Premises by or at the request of TENANT. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive

substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- (7) TENANT may, at its sole cost and expense, use, develop, alter and operate the Premises for Permitted Uses outlined in Section 3.1 and related, associated and ancillary uses and improvements, and subject to the prior written consent of DISTRICT which consent shall not be unreasonably withheld, conditioned or delayed, and the terms and conditions of the (i) New Markets Tax Credit Rider and (ii) Commercial Lease Rider – Job Creation Reporting Requirement, as such riders are attached hereto as **Exhibits D and E** and incorporated herein by this reference.
- (8) All terms and conditions of the Operating Lease are incorporated into and made a part of this Sublease as if DISTRICT were the master-landlord, TENANT the master-tenant, and the Premises the Property (as defined in the Operating Lease), except to the extent that any such terms and conditions are inapplicable to the terms of this Sublease.

3.3 Coastal Dependent Industrial Zoning. The Premises is currently zoned Coastal Dependent Industrial by the County of Humboldt. TENANT has obtained a determination that its use:

- . Qualifies as a Coastal Dependent Industrial use, or
- . Qualifies under a DISTRICT obtained Conditional Use/ Coastal Development Permit as an interim use pursuant to County Ordinance No. 313-104.1, or
- . Has been approved by Humboldt County Planning and/or the California Coastal Commission, or
- . Other _____

If such permits expire prior to the termination of the tenancy, DISTRICT shall assist TENANT in applying for renewals of the required permits without any guaranty of successful renewal.

Notwithstanding other provisions of this Lease, TENANT shall have no entitlement or property right beyond the permit expiration date or any extension thereof.

- (1) TENANT's use of the property must be compatible with, and not interfere with, the operation of existing onsite and offsite coastal-dependent industrial or other priority uses. TENANT'S use of the premises, including any common areas, shall not block access to dock facilities and loading areas. In the event of conflicts in

the use of common areas, Coastal Dependent Industrial users shall have priority for the use of common areas. TENANT shall not object to any Coastal Dependent Industrial use or other priority use that is operating in conformance with all applicable laws and regulations, including the Humboldt County Code of Regulations.

- (2) TENANT shall not make permanent improvements to the premises without the prior written approval of the DISTRICT. Improvements shall be made in accordance with all land use, building, and public health and safety regulations. Pursuant to Section 13.1, DISTRICT may require TENANT to restore the Premises to its pre-lease condition.
- (3) As required by the County ordinance, “if a coastal dependent industrial use or any other priority use is identified by the DISTRICT for the space occupied by an interim use as defined in 3.3, above, on terms acceptable to the property owner,” the DISTRICT may terminate this lease with six months’ prior notice. However, if the DISTRICT exercises such an option, it will assist TENANT with reasonable relocation expenses.

Section 4. Common Areas

4.1 TENANT’s Use. TENANT, its customers, agents and invitees shall have the non-exclusive right to use areas designated by DISTRICT as common areas in **Exhibit A**. “Common areas” means any parking areas, roadways, sidewalks, landscaped areas, security areas and any other areas owned by DISTRICT where such areas have been designated or may be designated in the future by DISTRICT as areas to be used by the general public or in common by TENANTS. TENANT shall have the right in common with other tenants of the Building to use TENANT’s pro rata share of parking spaces associated with the Building.

4.2 DISTRICT’s Rights. With respect to the common areas, the DISTRICT reserves the following rights (provided that the same do not unreasonably interfere with TENANT’s use of the Premises);

- (1) To establish reasonable rules and regulations for the use of the common areas;
- (2) To close all or any portion of the common areas to make repairs or changes;
- (3) To construct, alter, or remove buildings or other improvements in the common areas and to change the layout of such common areas, including the right to add to or subtract from their shape and size or to eliminate such common areas;

- (4) To exercise any of DISTRICT's governmental powers over the common areas;
- (5) To grant the right to use the common areas and to permit it third parties to use the common areas.

Section 5. Insurance

5.1 DISTRICT's Responsibility. DISTRICT shall keep the Premises insured at DISTRICT's expense against fire and other property damage and loss risks generally covered by a standard fire insurance policy with an endorsement for extended coverage or by similar coverage through a joint powers association of governmental entities. TENANT shall bear the expense of any insurance insuring the personal property, equipment and fixtures of TENANT on the Premises against such risks but shall not be required to insure. DISTRICT shall not be liable to TENANT for any loss or damage to TENANT's personal property, equipment or fixtures, except to the extent due to DISTRICT's gross negligence or willful misconduct.

5.2 TENANT's Responsibility. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII.

Coverage shall be at least as broad as the following minimum limits:

- (1) *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the District shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- (2) *Business Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If TENANT or TENANT's employees will use personal autos for business purposes, TENANT shall provide evidence of personal auto liability coverage for each such person.
- (3) *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and

Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

- (4) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DISTRICT for injury to employees of TENANT. The scope of coverage provided is subject to approval of DISTRICT following receipt of proof of insurance as required herein.

5.3 General Conditions Pertaining to Insurance.

- (1) TENANT shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, HBDA, and their respective officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under TENANT's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the DISTRICT. TENANT's policy shall not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- (2) It is a requirement under this Lease that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 5 shall be available to the DISTRICT as an additional insured. Furthermore, the requirements for coverage and limits shall be (a) the minimum coverage and limits specified in this Lease, or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- (3) All self-insured retentions (SIR) must be disclosed to the DISTRICT for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the

named insured or the DISTRICT.

- (4) The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the DISTRICT's right.
- (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the DISTRICT.
- (6) TENANT agrees to waive subrogation rights against the DISTRICT regardless of the applicability of any insurance proceeds.
- (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to TENANT's general liability policy, shall be delivered to the DISTRICT at or prior to the execution of the Lease.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. TENANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the DISTRICT's protection without the DISTRICT's prior written consent.

Section 6. Taxes; Utilities

6.1 Property Taxes and Assessments. TENANT shall pay as due all taxes on its personal property located on the Premises or otherwise. TENANT shall pay as due any real property taxes, including possessory use taxes, and special assessments levied against the Premises as additional rent following receipt of notice of such amount from DISTRICT. As a public entity, DISTRICT does not pay property taxes, but TENANT will be assessed directly by the County a possessory use tax on the leasehold premises pursuant to California Revenue and Taxation Code sections 107 et. seq. TENANT is hereby given notice of the possessory use tax as required by Revenue and Taxation Code section 107.6.

6.2 Utilities. TENANT agrees to pay or cause to be paid all charges for utilities or services provided to the Premises and any improvements thereon throughout the Term.

Section 7. Damage and Destruction

7.1 Partial Damage. If the Premises are partly damaged other than through the fault of the TENANT and Section 7.2 does not apply, the Premises shall be repaired by DISTRICT at

DISTRICT's expense. Repairs shall be accomplished within a reasonable time.

7.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and TENANT shall be entitled to the reimbursement of any prepaid amounts paid by TENANT and attributable to the anticipated term, unless the damage or destruction was caused by any negligent or intentional act of omission by TENANT or any of TENANT'S officers, directors, employees, agents, volunteers, or invitees. If neither party elects to terminate, DISTRICT shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced and completed within a reasonable time.

7.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of TENANT.

7.4 Damage Late in Term. If damage or destruction to which Section 7.2 would apply occurs within one year before the end of the then-current lease term, TENANT may elect to terminate the lease by written notice to DISTRICT given within 30 days after the date of the damage. Such termination shall have the same effect as termination by DISTRICT.

7.5 Security. DISTRICT is not responsible or liable for security of the premises or for any loss, destruction, damage or theft of TENANT's property or fixtures located on the leased premises, including any loss sustained by TENANT in the common areas. TENANT hereby irrevocably releases DISTRICT, including its officers, officials, employees, agents, and volunteers from any such liability.

Section 8. Liability and Indemnity

8.1 Liens.

- (1) Except with respect to activities for which DISTRICT is responsible because it contracted for such work directly, TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens, stop notices, or other claims that the DISTRICT may be liable for. If TENANT fails to pay any such claims or to

discharge any lien, DISTRICT may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by DISTRICT and shall be payable on demand. Such action by DISTRICT shall not constitute a waiver of any right or remedy which DISTRICT may have on account of TENANT's default. The DISTRICT, in its sole discretion, may require TENANT to post, for the benefit of the DISTRICT, a Labor and Materials Payment Bond covering 100% of the construction costs.

- (2) TENANT may withhold payment of any third party claim in connection with a good-faith dispute over the obligation to pay the third party, as long as DISTRICT's property interests or that of the HBDA are not jeopardized. If a lien is filed as a result of nonpayment, TENANT shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with DISTRICT cash or sufficient corporate surety bond or other surety satisfactory to DISTRICT in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.
- (3) The District and/or the HBDA may file and record a notice of non-responsibility with Humboldt County Recorder's Office.

8.2 Indemnification. TENANT shall indemnify and defend DISTRICT and the HBDA, including their respective officers, directors, employees, agents, and volunteers, from any claim, loss, demand, action, attorney's fees, costs of litigation, or other liability arising out of or related to any activity of TENANT or its customers, invitees, employees, agents, volunteers, contractors, subcontractors, or consultants on the Premises (inclusive of common areas) or any condition of the Premises in the possession or under the control of TENANT, other than that caused by the sole negligence of DISTRICT. DISTRICT shall have no liability to TENANT for any injury, loss, or damage caused by third parties, or by any condition of the Premises. TENANT shall inspect the premises upon taking possession, and shall notify DISTRICT in writing within ten (10) business days of any condition of the premises TENANT believes constitutes a non-operational item, non-compliance with laws or a hazard or dangerous condition of the property. Failure to provide such a notice shall constitute an agreement by the TENANT that there is no non-operational item, non-compliance with laws or hazard or dangerous condition for which the DISTRICT is responsible. Any matter that reasonably constitutes a

hazard or dangerous condition of the property identified within such ten (10) business day period shall be corrected by DISTRICT at DISTRICT's sole cost within thirty (30) days. DISTRICT shall indemnify and defend TENANT from any claim, loss, or liability arising out of or related to the sole negligence of DISTRICT or its employees, or contractors.

Section 9. Quiet Enjoyment; As Is; Repairs and Maintenance

9.1 DISTRICT's Warranty. DISTRICT warrants that it is the leasehold owner of the Premises and has the right to sublease the Premises to TENANT. TENANT takes the Premises "AS IS", with all faults, except as to those conditions of which it gives notice to the DISTRICT pursuant to Section 8.2.

9.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

9.3 Repairs and Maintenance. TENANT shall be responsible for maintenance of all interior surfaces of the Premises except for electrical, plumbing and mechanical systems serving the Premises and structural components and the roof of the Premises which, along with maintenance of the common areas, are the responsibility of DISTRICT at its sole cost, subject to reimbursement by TENANT for damage caused by TENANT or parties claiming through TENANT. If any failure to provide utilities the restoration of which is within DISTRICT's control continues for more than forty-eight (48) hours or materially interferes with TENANT's conduct of business in or use and operation of the Premises, TENANT shall be entitled to an equitable abatement of rent for such period of time as the interruption is in effect.

Section 10. Assignment and Subletting

10.1 Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of DISTRICT. This provision shall

apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. DISTRICT may withhold or condition such consent in its sole and absolute discretion. Notwithstanding any provision in this Lease to the contrary, TENANT shall have the right to assign this Lease or sublet all or a portion of the Premises without DISTRICT's consent to any corporation or business entity which controls, is controlled by or is under common control with TENANT, or to a corporation or other business entity resulting from a merger or consolidation with TENANT, or to any person or entity which acquires substantially all of the assets of TENANT's businesses as a going concern ("Affiliate"); provided that in the case of an assignment, the assignee assumes in full the obligations of the TENANT under this Lease and that the use of the Premises remains unchanged.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of TENANT to pay any rent or other charge within 10 days after written notice that it is due.

11.2 Default in Other Covenants. Failure of TENANT to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by DISTRICT specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if TENANT begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.3 Insolvency. Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy; an adjudication that TENANT is bankrupt or the appointment of a receiver of the properties of TENANT; the filing of any involuntary petition of bankruptcy and failure of TENANT to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of TENANT to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If TENANT consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to DISTRICT that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified

shall apply only with respect to the one then exercising the rights of TENANT under the lease.

Section 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of DISTRICT by written notice to TENANT. Whether or not the lease is terminated by the election of DISTRICT or otherwise, DISTRICT shall be entitled to recover actual damages from TENANT for the default, and DISTRICT may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

12.2 Reletting. Following reentry or abandonment, DISTRICT may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but DISTRICT shall not be required to relet for any use or purpose other than that specified in the lease or which DISTRICT may reasonably consider injurious to the Premises, or to any TENANT that DISTRICT may reasonably consider objectionable. DISTRICT may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

12.3 Damages. In the event of termination or retaking of possession following default, DISTRICT shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new TENANT is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, reasonable refurbishing, removal of TENANT's property and fixtures, or any other expense occasioned by TENANT's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of TENANT's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts

will be computed using a discount rate equal to the prime loan rate of major California banks in effect on the date of trial.

12.4 Right to Sue More than Once. DISTRICT may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

12.5 DISTRICT's Right to Cure Defaults. If TENANT fails to perform any obligation under this lease, DISTRICT shall have the option to do so after 30 days' written notice to TENANT. All of DISTRICT's expenditures to correct the default shall be reimbursed by TENANT on demand with interest at the rate of 9% per annum from the date of expenditure by DISTRICT. Such action by DISTRICT shall not waive any other remedies available to DISTRICT because of the default.

12.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to DISTRICT under applicable law.

Section 13. Surrender at Expiration

13.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, TENANT shall deliver all keys to DISTRICT and surrender the Premises in the same condition and repair as that received by TENANT and broom clean. DISTRICT shall have the option, in its sole discretion, to permit alterations constructed by TENANT to remain at no cost to the DISTRICT, or be removed or restored to the original condition at the expense of TENANT. Repairs and restoration for depreciation and wear from ordinary use for the purpose for which TENANT is responsible shall be completed to the latest practical date prior to such surrender. TENANT's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

13.2 Fixtures.

- (1) All fixtures placed upon the Premises during the term, other than TENANT's trade fixtures, shall, at DISTRICT's option, become the property of DISTRICT at no cost to the DISTRICT. If DISTRICT so elects, TENANT shall remove any or all fixtures that would otherwise remain the property of DISTRICT, and shall repair any physical damage resulting from the removal. If TENANT fails to remove such fixtures, DISTRICT may do so and charge the cost to TENANT with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration or other termination of the lease term TENANT shall remove

all furnishings, furniture, and trade fixtures that remain its property. If TENANT fails to do so, this shall be an abandonment of the property, and DISTRICT may retain the property and all rights of TENANT with respect to it shall cease or, by notice in writing given to TENANT within 20 days after removal was required, DISTRICT may elect to hold TENANT to its obligation of removal. If DISTRICT elects to require TENANT to remove, DISTRICT may effect a removal and place the property in public storage for TENANT's account. TENANT shall be liable to DISTRICT for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by DISTRICT.

13.3 Holdover.

- (1) If TENANT does not vacate the Premises at the time required, DISTRICT shall have the option to treat TENANT as a TENANT from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 125 percent of the rent last paid by TENANT during the original or renewal term immediately preceding the holdover, or to eject TENANT from the Premises and recover damages caused by wrongful holdover. Failure of TENANT to remove fixtures, furniture, furnishings, or trade fixtures that TENANT is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another TENANT or with occupancy by DISTRICT for any purpose including preparation for a new TENANT.
- (2) If a month-to-month tenancy results from a holdover by TENANT under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from DISTRICT given not less than 10 days prior to the termination date which shall be specified in the notice. TENANT waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the

same provision in the future or of any other provision.

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court or arbitrator may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered by hand or express delivery service or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 Succession. Subject to the above-stated limitations on transfer of TENANT's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 Recordation. This lease shall not be recorded without the written consent of DISTRICT. DISTRICT shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and TENANT may record the memorandum.

14.6 Entry for Inspection. DISTRICT shall have the right to enter upon the Premises at any time during regular business hours to determine TENANT's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective TENANT or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises. Any entry by DISTRICT shall be subject to escort by an employee of TENANT except in the case of an emergency.

14.5 Interest on Rent and Other Charges. Any rent or other payment required of TENANT by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

14.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to TENANT or paid on its account.

14.9 Time of Essence. Time is of the essence of the performance of each of TENANT's obligations under this lease.

14.10 Complete Agreement. This Agreement constitutes the complete and entire

agreement of the parties. No modification of the Agreement at the time of execution of this lease is effective unless in writing and signed by the parties and attached as **Exhibit F**. Any future modifications to this lease must also be in writing and signed by the parties to be effective. No oral modifications shall be effective to alter the parties' respective rights and duties under the lease.

14.11. Incorporation of Exhibits. All exhibits to this lease are incorporated into this lease by reference as if stated in full herein.

14.12 Governing Law. This lease shall be construed in accordance with and shall be governed by the laws of the State of California, without regard to any conflicts of laws principles.

14.13 Accessibility. In accordance with California Civil Code Section 1938, DISTRICT hereby informs TENANT that as of the commencement of this lease, the Premises has not been inspected by a Certified Access Specialist (as defined in California Civil Code section 55.52(3)). California Civil Code Section 1938(e) provides:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

TENANT shall, at TENANTS's sole cost and expense, pay the cost of any expenses relating to compliance with the Americans with Disabilities Act or California counterpart of same with respect to any and all improvements made by TENANT to the Premises during the Term.

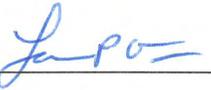
Section 15. Arbitration

15.1 Disputes to Be Arbitrated. If any dispute arises between the parties arising out of this lease other than the rental value pursuant to section 2.5(2), the matter shall be resolved by binding arbitration. The arbitrator and arbitration procedures shall be mutually agreed upon by the parties. If the parties cannot agree on the selection of an arbitrator, they shall request the judge of the Humboldt County, California Superior Court with primary responsibility for hearing civil matters, or the presiding judge of that Court, to select an arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the California statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Humboldt County, California, unless the parties stipulate in writing to a different location. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Humboldt Bay Harbor, Recreation & Conservation District:

**Tenant: Darrell Pitcher
dba Pitcher's Pro Repair**

SIGNATURE: 

SIGNATURE: 

NAME: Larry Oetker

NAME: Darrell Pitcher

TITLE: Executive Director

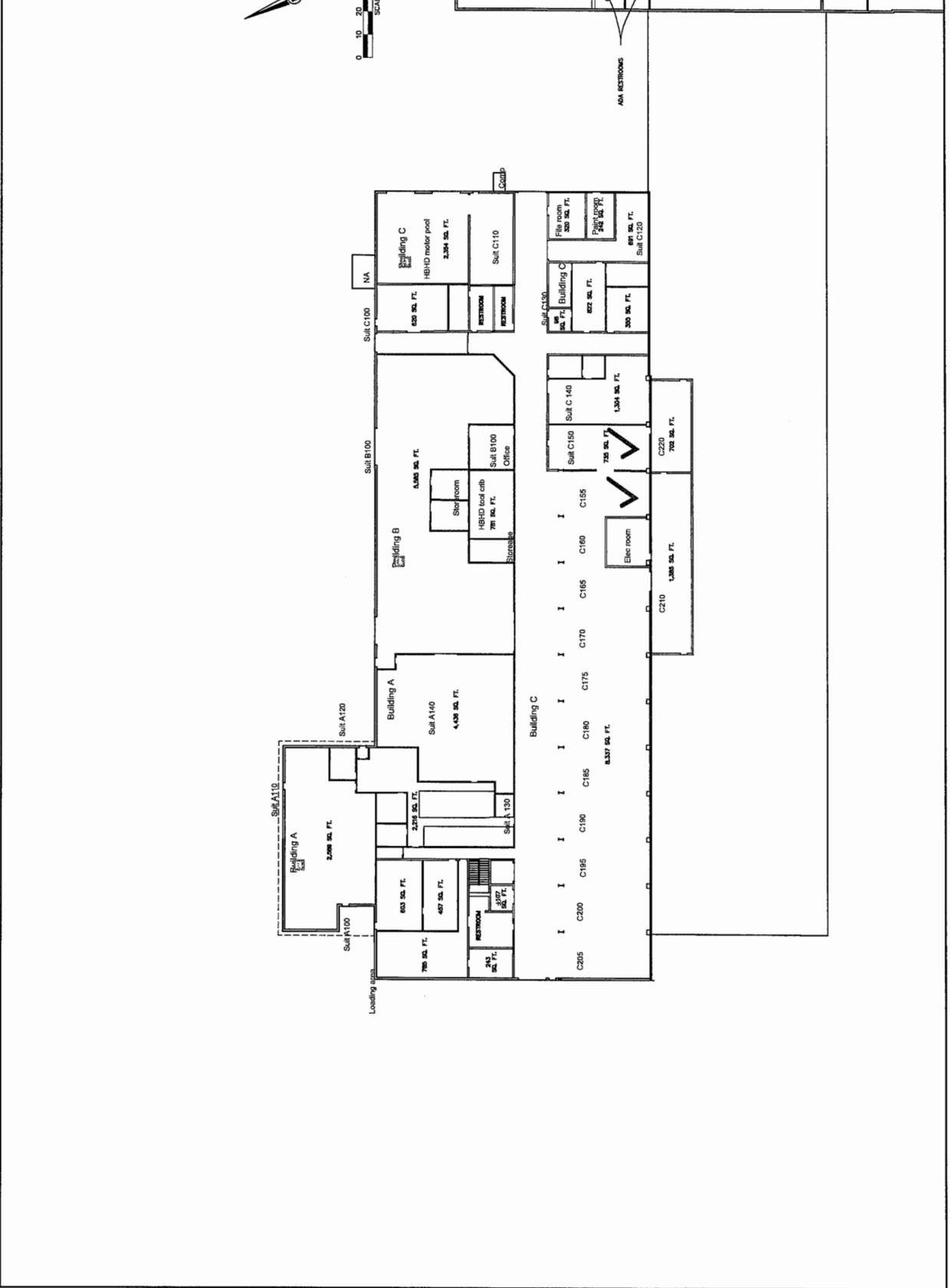
TITLE: Owner / Operator

DATE: 10/30/23

DATE: 10/29/2023

**EXHIBIT A
PROPOSED LEASE AREA**

SHM
 CONSULTING ENGINEERS & GEOLOGISTS, INC.
 2172 W. WILSON AVE., SUITE 100
 EUREKA, CA 95501
 TEL: 707-441-8855
 FAX: 707-441-8855
 WWW.SHM-ENG.COM
 STATE OF CALIFORNIA
 PROFESSIONAL ENGINEER
 NO. 50822
 VERIFY SCALES



**EXHIBIT B
OPERATIONS PLAN**

EXHIBIT C
DIMENSIONS AND LOCATIONS OF APPROVED SIGNAGE

General Requirements:

1. Each tenant shall submit or cause to be submitted to the landlord before fabrication, two (2) copies of detailed sign drawings for approval at least 5 days before they intend to install a sign.
2. Drawings shall include location, size, layout, method of attachment, design and color of the proposed sign including all lettering and/or graphics. Tenant should note that approval action may take one or two weeks. Notwithstanding, no manufacturing or installation will be permitted without proper approvals.
3. All signs and their installation shall comply with all local zoning, building and electrical codes.
4. All permits for signs and their installation shall be obtained by the tenant prior to installation.
5. All signs shall be constructed and installed, including electrical hook-up, at tenant's expense.
6. All signs will be reviewed by the Harbor District for conformance with this criteria and overall design quality.
7. Temporary banners shall be limited to no more than 30 days in any 12 month period.
8. Tenant is required to maintain signs in good working order at all times. Upon the termination of the tenant's lease, the tenant will remove his/her sign and repair/patch/plug any damaged building facade material caused by the sign to a condition acceptable to the Landlord. All repairs to exterior materials must be performed by a contractor acceptable to the Landlord.

Materials:

1. Tenant may install one wall sign not to exceed 32 square feet and one door sign not to exceed 6 square feet.
2. Sign materials shall be of sufficient quality to last a minimum of 7 years with only minor repairs.
3. No audible, flashing or animated signs will be permitted. This also applies to "open" signs inside the space.

Sign Installation:

1. Harbor District shall approve in writing exact location of sign in relation to tenant's lease area width prior to any installation.
2. Tenant shall be responsible for the installation and maintenance of his/her signs.
3. Electrical service and hook-up to all signs shall be from tenant's meter at tenant's expense. Signs shall be on a timer.
4. Raceway, conduits, transformers and other equipment must be concealed.
5. Tenant's sign contractors shall repair any damage caused by said contractor's work or by its agents or employees.
6. Tenant shall be liable for the operations of tenant's sign contractor.
7. All penetration of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent building finishes.

EXHIBIT D
NEW MARKETS TAX CREDIT RIDER

THIS NEW MARKETS TAX CREDIT RIDER (this “**Rider**”) is made and entered into as of _____, by and among _____, dba _____ (“**Tenant**”) and Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (“**Landlord**”).

1. Tenant Prohibited Activities. Tenant represents and warrants that during the term of the Lease, it will not engage in any of the following prohibited activities in connection with the Premises: (1) the rental to others of residential rental property (as defined in Section 168(e)(2)(A) of the Tax Code); (2) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, any race track or other facility used for gambling, facilities associated or connected to the cannabis industry, or any store where the principal business of which is the sale of alcoholic beverages for consumption off premises; (3) the development or holding of intangibles (e.g., intellectual property or contract rights) for sale or license; (4) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Tax Code). For the avoidance of doubt, the parties acknowledge and agree that “massage parlor” shall mean and include any massage or massage-related activities, and that “facility used for gambling” shall mean and include any business that includes the sale of lottery tickets or the sale or operation of any pull-tab machines, bingo or other games of chance.

2. Miscellaneous.

a. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of California.

b. Severability. If any provision of this Rider shall be deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rider shall not be in any way impaired.

c. Attorneys’ Fees. If legal proceedings are commenced between Tenant and Landlord in connection with this Rider and/or any transaction contemplated hereby, the non-prevailing party shall be required to reimburse the prevailing party for all legal fees, costs and expenses incurred by the prevailing party in connection therewith.

d. Incorporation of Rider into Lease. The parties hereby covenant and agree that this Rider must be attached to and is a material and non-severable part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

LANDLORD:

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By: _____

Name: Larry Oetker

Title: Executive Director

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT E
COMMERCIAL LEASE RIDER- JOB CREATION REPORTING REQUIREMENT

THIS COMMERCIAL LEASE RIDER (this “**Rider**”) is made and entered into as of _____, by and among _____, dba _____ (“**Tenant**”) and Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (“**Landlord**”).

1. Tenant Job Creation and Reporting Requirements. Tenant acknowledges and represents that as a material requirement of its lease that it is required to comply with certain procedures in the hiring of employees for the operation of its business relating to the creation of a certain amount of full time equivalent jobs at the leased premises, with a minimum of **25%** of those jobs either filled or made available to low and moderate income persons (“Jobs”). Tenant hereby agrees as follows: (1) Tenant shall advertise and post all available Jobs at a Worksource Center operated by the County of Humboldt; (2) Tenant shall create and fill not less than _____ Jobs and shall fill not less than **25%** of those Jobs with persons that qualify as low or moderate income; (3) Tenant shall complete and submit to the Landlord a written Job Certification Certificate upon reasonable notice by the Landlord to Tenant **at such times as the Landlord deems reasonably necessary.**

2. Miscellaneous.

a. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of California.

b. Severability. If any provision of this Rider shall be deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rider shall not be in any way impaired.

c. Attorneys’ Fees. If legal proceedings are commenced between Tenant and Landlord in connection with this Rider and/or any transaction contemplated hereby, the non-prevailing party shall be required to reimburse the prevailing party for all legal fees, costs and expenses incurred by the prevailing party in connection therewith.

d. Incorporation of Rider into Lease. The parties hereby covenant and agree that this Rider must be attached to and is a material and non-severable part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

LANDLORD:

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By: _____
Name: Larry Oetker
Title: Executive Director

TENANT:

By: _____
Name: _____
Title: _____

EXHIBIT F
APPROVED MODIFICATIONS TO LEASE AGREEMENT

- A. The reference made in recitals to that certain credit agreement is no longer active
- B. Throughout the entire term of the lease and any successive extension, the Landlord shall have the right to relocate the tenant upon 90 days prior written notice.
- C. Section 3.3 (3) shall not apply.
- D. Section 4.1, Tenant's Use shall be limited to the repair of recreational and pleasure vessels, on trailers, which shall be conducted only indoors, and for no other use or purpose.
- E. Tenant shall not store or cause to store any regulated quantity of oil, gas, or solvent, or to store or accumulate any regulated waste.
- F. Landlord shall have and retain the options to elect for an electrical submeter to be installed at its sole cost and expense to meter and rebill tenants' electrical usage.
- G. Exhibits B, D, and E shall not apply.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

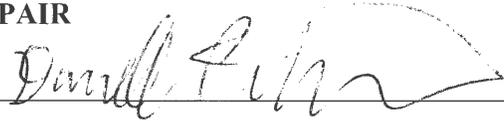
By: 

Name: Larry Oetker

Title: Executive Director

TENANT:

**DARRELL PITCHER dba PITCHER'S PRO
REPAIR**

By: 

Name: Darrell Pitcher

Title: Owner / Operator

COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Craig Benson
5th Division
Patrick Higgins

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



STAFF REPORT – HARBOR DISTRICT MEETING

December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: December 7, 2023

TITLE: Award a Contract for the emergency removal and replacement of a dedicated electrical service feed

STAFF RECOMMENDATION: Staff recommends the Board: Approve an emergency contract for construction services with Wahlund Construction for the removal and installation of a dedicated service feed servicing the USCGG Barracuda moored at ‘A’ Dock at Woodley Island Marina.

BACKGROUND: During the recent dredging episode of Woodley Island Marina, the electrical service feed servicing the USCG Barracuda was grabbed and pulled by the dredge bucket causing damage in multiple locations of the line, creating the emergent need for removal and replacement.

DISCUSSION: As a result of this damage, the USCG Barracuda has been forced to run on generated power sourced from onboard generators. The cost of diesel fuel to power these generators has created a large and unplanned expense for the USCG. Whereas the USCG is a tenant of the Woodley Island Marina, and whereas it is the responsibility of the District, per term of the lease, to provide a dedicated service feed for the vessel, the District intends to cooperatively replace the electrical service, restoring the tenant’s full use of the facilities. The District is also in positive communication with the dredging contractor and will be submitting a claim for reasonable remuneration for the repairs.

Attachments:

- A. Contract for Construction Services
- B. Damage Photos

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

12/5/2023

Contract for Construction Services

Humboldt Bay Harbor & Conservation District

601 Startare Dr. Eureka, CA 95501

Hereinafter referred to as the "Owner"

and

Wahlund Construction, INC.

PO Box 6486, Eureka, CA 95502

Hereinafter referred to as the "Contractor"

WHEREAS, the Owner intends to undertake construction services for:

Installation assistance for USCG Power Feed per attached Proposal.

WHEREAS, the Contractor possesses the necessary qualifications, experience, and resources to provide the required construction services;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Owner and Contractor agree as follows:

SCOPE OF WORK

1.1 Description of Work: The Contractor shall provide construction services for:

Assist "Owner provided" divers with the installation of (N) 4" PVC 40 Raceway under dock, Provide divers with Raceway, Stainless strut, Straps, Lag Screw for raceway support Qty (80). Install New Nema 4x Junction box at shore tie for USCG, replacing damaged Junction. Install New Junction box at base of gang way. Provide Cable support to gangway at dock & Shore utilizing Grips Similar to Previous installation method. Repair Conduits from vault on the shore side of the gangway. Install New 350 Kcmil type G cabling from Vault to Shore tie. Land cables, splice in vault, Test, Energize.

Specific Inclusions and Exclusions as per attached Exhibit "A".

1.2 in accordance with the plans, specifications, and drawings provided by the Owner (the "Project").

1.3 Project Schedule: The Contractor shall schedule work within five (5) days from the Effective Date of this Contract and shall diligently complete the Project in a timely manner. A detailed project schedule shall be mutually agreed upon by the parties and shall form an integral part of this Contract.

<i>P.O. Box 6486, Eureka, CA. 95502</i>	<i>Office: 707-268-0150</i>	<i>Fax: 707-268-0137</i>
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WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

CONTRACT PRICE

2.1 Contract Price: The Owner shall pay the Contractor the total amount of **\$99,263.90** for the satisfactory completion of the Project. The Contract Price includes all labor, materials, equipment, permits, and other costs necessary for the completion of the Project, as detailed in the attached Exhibit "A".

2.2 Payment Terms: Payments shall be made by the Owner to the Contractor as follows:

a) Progress Payments: The Contractor shall submit monthly progress payment requests, accompanied by a detailed breakdown of the work completed and the corresponding invoice. The Owner shall make payments within 30 days of receiving the progress payment request.

b) Final Payment: The final payment, representing the remaining balance after deducting previous payments, shall be made upon satisfactory completion and acceptance of the Project by the Owner.

CHANGE ORDERS

3.1 Change Orders: Any changes or modifications to the Project requested by the Owner shall be processed as Change Orders. Change Orders may be initiated verbally by the Owner, and such verbal directives shall be binding. The Contractor shall promptly document the verbal directive in writing and submit it to the Owner for approval.

a) Time and Material (T&M) Basis: For minor changes or modifications, the Contractor shall perform the work on a Time and Material (T&M) basis. The Contractor shall maintain detailed records of labor, materials, and equipment usage. T&M reports shall be provided to the Owner's representative at the end of every work period. The Owner's representative shall review and sign the T&M reports, acknowledging the work performed and the associated costs. Signed T&M reports shall be emailed to the Owner's representative for record-keeping.

b) Cost Proposal: For changes or modifications deemed significant or requiring additional cost assessment, the Contractor shall provide a detailed cost proposal to the Owner for approval before commencing the additional work. The cost proposal shall include an itemized breakdown of labor, materials, equipment, and any other relevant costs associated with the change.

c) Owner's Approval: The Owner shall review and approve the Change Order, including any adjustments to the Contract Price and project schedule before the Contractor proceeds with the additional work.

WARRANTIES AND GUARANTEES

4.1 Workmanship Warranty: The Contractor warrants that all construction work performed under this Contract shall be free from defects in workmanship for a period of One Year from the date of substantial completion.

4.2 Manufacturer's Warranties: The Contractor shall pass on to the Owner any applicable warranties provided by manufacturers or suppliers for materials and equipment used in the Project.

INSURANCE AND INDEMNIFICATION

<i>P.O. Box 6486, Eureka, CA. 95502</i>	<i>Office: 707-268-0150</i>	<i>Fax: 707-268-0137</i>
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WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

5.1 Insurance: The Contractor shall maintain adequate insurance coverage throughout the duration of the Project, including but not limited to general liability insurance, workers' compensation insurance, and any other insurance required by law or reasonably requested by the Owner. The Contractor shall provide certificates of insurance to the Owner before commencing work.

5.2 Indemnification: The Contractor agrees to indemnify, defend, and hold the Owner harmless from any claims, damages, liabilities, losses, or expenses arising out of or resulting from the Contractor's performance under this Contract, except to the extent caused by the Owner's negligence or willful misconduct.

TERMINATION

6.1 Termination for Convenience: The Owner may terminate this Contract at any time for its convenience by providing written notice to the Contractor. In such case, the Contractor shall be entitled to payment for work completed and expenses incurred up to the termination date.

6.2 Termination for Default: Either party may terminate this Contract in the event of a material breach by the other party that remains uncured for a period of 5 days after receiving written notice of such breach.

GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law: This Contract shall be governed by and construed in accordance with the laws of California.

7.2 Dispute Resolution: Any disputes arising out of or relating to this Contract shall be resolved through negotiation between the parties. If negotiation fails, the parties agree to submit the dispute to mediation or binding arbitration in accordance with the rules and procedures of the State of California.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Owner and the Contractor and supersedes any prior understandings or agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Services Contract as of the date first above written.

OWNER:

Name, Title (Print) : _____

<i>P.O. Box 6486, Eureka, CA. 95502</i>	<i>Office: 707-268-0150</i>	<i>Fax: 707-268-0137</i>
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WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

Signature : _____

Date : _____

CONTRACTOR:

Name, Title (Print) : _____

Signature : _____

Date : _____

USCG Shore Power Emergency Repair



Wahlund Construction, Inc.

PO Box 6486, Eureka, CA 95502

License #678993 A,B,C-10,C-22

Contact: Kyle Brown

Phone: 707-499-8283

Email: Kyle@wahlcon.com

Quote To: Humboldt Bay Harbor District

Job Name:

Date of Plans:

Phone:

Revision Date: 12/4/23

Fax:

Pricing expires 15 days from estimate.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	USCG Power Feed	1.00	LS	99,263.90	99,263.90
	Dive Team / Marine Insurance	Not Included			
GRAND TOTAL					\$99,263.90

NOTES:

SCOPE OF WORK:

Assist divers installing (N) 4" PVC 40 Raceway under dock, Provide divers with Raceway,Stainless strut, Straps, Lag Screw for raceway support Qty (80). Install New Nema 4x Junction box at shore tie for USCG, replacing damaged Junction. Install New Junction box at base of gang way. Provide Cable support to gangway at dock & Shore utilizing Grips Similar to Previous installation method. Repair Conduits from vault on the shore side of the gangway. Install New 350 Kcmil type G cabling from Vault to Shore tie. Land cables, splice in vault, Test, Energize.

SPECIFIC INCLUSIONS:

1. Labor
2. Equipment
3. Materials

SPECIFIC EXCLUSIONS:

1. Fees, and permits.
2. Site Preperation
3. Excavation & Backfill (Labor, Spoils, Hauling, Backfill Materials, Compaction, Dump fees, Testing)
4. Material Escalation after 30 days
5. Additional labor costs (overtime, night work, weekend work, Labor outside scope)
7. Design Services
8. MAC (moves, Additions, & changes)to the temp power listed in the inclusions
9. Divers
10. Unforseen conditions, Items not specifically listed in scope.
11. Marine Insurance

STANDARD CONDITIONS:

1. Progress payments due monthly, Final Payment due within (30) days of completion.
2. Anything not specifically included should be considered excluded.
3. One initial move-in per phase of work and one continuous operation each move in. There will be no repairs of damage to

work by others at our expense without prior written approval by Wahlund Construction.

4. This proposal is based upon the General Contractor and Wahlund Construction reaching mutual agreement in the Terms and Conditions of a Contract for this project.
5. This proposal remains in effect for thirty (30) days from receipt.
6. The inclusions, exclusion and conditions in this letter shall be made a part of any subsequent contract.
7. Fee of \$250 will be charged for every change that requires a price be given prior to work commencing.
- 9.

CLARIFICATIONS:

1. Wahlund construction to install conduits, wire, and equipment similar to existing conditions. Due to vault & underside of dock being inaccessible on day of inspection. unforeseen conditions may be present. These conditions will be brought to the district promptly and will be handled on a T&M basis.
2. Price is based on NTP 15 days from estimate
- 3.

We look forward to working with you on this project. If you have any questions, please call me at 707-499-8283.

Sincerely,

Kyle Brown
Electrical Project Manager
Wahlund Construction Inc.
Kyle@wahlcon.com





Humboldt No. 1 Fire Protection District

(Proudly serving you since 1929)

PROPOSED 2024 FIRE SUPPRESSION ASSESSMENT – Notice and Ballot

You are receiving this notice and assessment ballot because your property is within the Humboldt No. 1 Fire Protection District, which is part of Humboldt Bay Fire.

The purpose of the 2024 Fire Suppression Assessment is to ensure that District properties continue to receive critical emergency services, such as rapid 9-1-1 emergency response times, by attracting and retaining qualified firefighters and improving and coordinating communications during local emergencies.

The 2024 Assessment is calculated based on a District evaluation of fire protection needs, the revenue needed to address those needs, and an allocation that reflects the benefit provided to each parcel.

The 2024 Assessment would be levied only within the Humboldt No. 1 Fire Protection District to generate the revenue needed to maintain and enhance fire protection services in your area. It would continue annually unless changed by law, or by vote of property owners in the District. The total proposed additional annual amount to be assessed in fiscal year 2024/25 for the entire District is \$470,778, at a rate not to exceed \$12 per unit of benefit. The proposed FY2024/25 assessment amount for your specific property is shown on the assessment ballot.

Background information

The Humboldt No. 1 Fire Protection District was formed In August of 1929 to help address the need for fire protection in the outlying unincorporated areas of the greater Eureka area. In 2011 the Humboldt No. 1 Fire Protection District and City of Eureka Fire Department consolidated to form Humboldt Bay Fire.

Humboldt Bay Fire has five stations covering Eureka and the unincorporated areas. Each month is slightly different, but up to 70% of all 9-1-1 calls in our area require emergency medical attention. In recent years, we've been forced to temporarily close stations due to lack of staff and firefighters.

We understand that it is critical for us to maintain the response times of firefighters and first responders. If you have any questions about this proposed assessment or other fire suppression issues, you can learn more at <https://www.hbfire.org>.

RECEIVED

NOV 03 2023

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

ASSESSMENT BALLOT

RECEIVED

Humboldt #1 Fire Protection District

2024 Fire Suppression Assessment

NOV 03 2023

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

Property Owner Information

33*6130 *****AUTO**SCH 5-DIGIT 95502
HUMBOLDT BAY HARBOR RECREATION & CONSERVATION DIST
PO BOX 1030
EUREKA CA 95502-1030



Parcel Address:
Parcel Number: 305-131-040-000
Parcel County Use Code: 8000
Assigned Units of Benefit: 1

Proposed Fire Assessment Information

Your parcel's proposed maximum annual 2024 assessment: \$12
Total district's proposed maximum annual 2024 assessment (FY2024/25): \$470,778

Summary of Procedures for the Completion, Return, and Tabulation of Ballots

To vote, mark the square before the word "YES" or before the word "NO," sign and date the ballot, seal the ballot in the enclosed return envelope, and return it to the Board Clerk of the Humboldt #1 Fire Protection District by the close of the public input portion of the Public Hearing, which begins on December 20, 2023, at 3:00pm at 3030 L Street Eureka, CA 95501. The assessment will not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property. The ballot must be completed in ink. The Board of Directors will only accept ballots provided by the Board Clerk and will not accept photocopies, faxes, or other forms of the ballot. If a ballot is lost or destroyed, you may request a duplicate ballot from the Board Clerk. This ballot becomes a public record at the close of the public input portion of the Public Hearing on this matter and is subject to public inspection at that time. To ensure the privacy of your ballot, please seal it within the enclosed return envelope.

Mail this completed ballot to:
533 C Street Eureka, CA 95501

You may also deliver this completed ballot to:
Station 1, Humboldt Bay Fire 533 C Street Eureka, CA 95501 Attn: Board Clerk

Remember: The Board Clerk must receive Ballots by the close of the Public Hearing on December 20, 2023.

- YES, I support the proposed ongoing annual assessment on my parcel for fire suppression services that benefit my parcel.
- NO, I oppose the proposed ongoing annual assessment on my parcel for fire suppression services that benefit my parcel.

I hereby declare, under penalty of perjury of the laws of California, that I am authorized to submit a ballot on behalf of the parcel identified above.

Signature _____

Date _____

Printed Name _____

Mark G. Wetzel, CPA
Michael R. Cline, CPA
Aaron S. Weiss, CPA



Matthew J. Hogue, CPA
Lindsey S. Grossman, CPA

November 14, 2023

RECEIVED

NOV 16 2023

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

Larry Oetker, Executive Director
Humboldt Bay Harbor, Recreation
and Conservation District
P.O. Box 1030
Eureka, CA 95501

Dear Larry:

I'm writing to let you know that after 38 years at David L. Moonie & Co., LLP, I will be retiring on December 31, 2023. I am looking forward to a new chapter in my life, but will miss the interactions with you and the staff and partners of David L. Moonie & Co., LLP. I have greatly enjoyed the relationships developed over these many years and appreciate the trust you have given me and David L. Moonie & Co., LLP. I thank you sincerely for the support and friendship we have shared in addition to our business relationship.

Although, I won't be here to provide you ongoing services, I assure you that the partners and staff of David L. Moonie & Co., LLP value your business and will continue to serve your tax, accounting, and business needs. Lindsey Grossman, CPA will be working with you starting with the new year. Lindsey has been with the firm 9 years and has been a partner for four years. If you have any questions, please don't hesitate to contact Lindsey at our Eureka office. I will also be available for questions or meetings up to December 31, 2023.

David L. Moonie & Co., LLP has been serving individuals, businesses and families since 1938 and will continue to offer the same excellent service we are known for.

I again offer my thanks and best wishes for your future.

Very truly yours,

Mark G. Wetzel, CPA
David L. Moonie & Co., LLP



COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Craig Benson
 5th Division
 Patrick Higgins

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

STAFF REPORT
HARBOR DISTRICT MEETING
December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: December 6, 2023

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

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: This report will provide an update on project schedule, budget, tasks completed, tasks underway, upcoming tasks, the latest overall project strategy, and an extension of an “Exclusive Right to Negotiate” agreement with Crowley Wind Services.

UPDATE REGARDING “EXCLUSIVE RIGHT TO NEGOTIATE”: In October of 2022, the Humboldt Bay Harbor District entered into an “Exclusive Right to Negotiate” (ERTN) agreement with Crowley Wind Services for a portion of the planned “Humboldt Bay Offshore Wind Heavy Lift Marine Terminal” site. The agreement was approved by the Harbor District Board during a public meeting on 10/27/22 and was effective through December of 2023. During the ERTN agreement period, the Harbor District and Crowley mutually agreed to explore potential terms for an Option to Lease. The agreement also indicated that the District would not negotiate with any other parties interested in leasing the site during the agreement period. As of late November of 2023, both the District and Crowley agreed to extend the ERTN agreement through March of 2024.

Since signing the ERTN agreement in October of 2022, the District and Crowley have received numerous comments and questions from community members about the possibility of a lease. Both parties have been actively listening to Tribal governments, community members, interested parties, and affected communities. Both parties continue to work diligently to understand concerns and to evaluate how various interests could be reflected in a lease.

OTHER PROJECT UPDATES: The District is actively working to develop a Heavy Lift Multipurpose Terminal to support the offshore wind industry. The District has expended a \$570,000 grant from the State Lands Commission, is in the process of expending a \$10.45M grant from the California Energy Commission, has received a \$8,672,986 PIDP grant application to the Federal Maritime

Administration (MARAD), and has submitted a \$426,719,810 MPDG grant application (also known as “MEGA grant”) to the Federal Department of Transportation. Per the current project schedule, project permitting is scheduled to be completed in early-2025 and construction is scheduled to begin in mid-2026.

Seeking to address climate change and to revolutionize our energy systems, both the Federal and California governments have announced bold goals for offshore wind. In 2022, the Biden Administration announced the goals of deploying 30 gigawatts of offshore wind by the year 2030 and at least 110 gigawatts of offshore wind by the year 2050. The State of California is seeking 5 gigawatts by 2030 and 25 gigawatts by 2045. In the past 10 months, port readiness studies have published by BOEM, the California State Lands, and the National Renewable Energy Lab. These three studies concur that a Staging & Integration port terminal project in Humboldt Bay is critical to the ultimate success of achieving State and Federal renewable energy goals. To support the Federal and State renewable energy goals, the Humboldt Bay Harbor District has initiated a project to provide some of the Staging & Integration port terminal facilities that will be needed. Humboldt Bay is answering the call to address climate change.

These efforts to combat climate change represent an economic opportunity for the Port, the State, the Pacific region, and the entire nation. Achieving these goals also presents complex logistical challenges, including the development of new port and port-terminal facilities throughout California, including within Humboldt Bay. Offshore wind development will require new heavy lift marine terminal facilities, upland infrastructure/laydown areas, manufacturing centers, and logistics facilities.

A report published by BOEM in early 2023 determined that only three ports in California are capable of hosting “Staging and Integration” (S&I) sites, which will “...assemble the floating turbine systems for towing to the offshore wind areas.”¹ The three ports capable of hosting S&I sites are Humboldt Bay, Los Angeles, and Long Beach. According to a different report² published less than a month ago by the California State Lands Commission:

- The Port of Humboldt plans to develop two S&I sites, with “Ready Dates” of 2028 and 2031.
- The Port of Long Beach plans to develop two S&I sites, with “Ready Dates” of 2031 and 2035.
- The Port of Los Angeles does not have any plans to develop an S&I site.
- No other ports have announced plans to develop S&I sites.

Thus, without an S&I site coming online in Humboldt Bay in 2028, the State of California cannot reach its goal of 5 GW of offshore wind by 2030. As a result, the West Coast floating offshore wind industry would be delayed, along with the many benefits that offshore wind will address (reversal of climate change and subsequent environmental improvements, transportation and shipping enhancements,

¹ <https://www.boem.gov/BOEM-2023-010>: California Floating Offshore Wind Regional Ports Assessment; U.S. Department of the Interior, BOEM; January 2023; page 22.

² <https://www.slc.ca.gov/content-types/port-readiness-plan/>: AB 525 Port Readiness Plan; California State Lands Commission; July 7, 2023; page 5.

energy resiliency, economic and employment advancements, a shift towards greater social and environmental equity, etc.). A report by the National Renewable Energy Lab³ confirms all of the above.

As presented to the Board at several past meetings, the Harbor District is redeveloping the existing Redwood Marine Terminal to support the offshore wind industry in the Pacific. These improvements will create a multipurpose terminal that can support existing industry as well as serve as a primary facility for the manufacturing, import, staging, preassembly, final assembly, and loadout of large offshore wind components, including both wind turbine generation components and floating foundation components.

In March 2022 the District accepted a grant of \$10.45M from the California Energy Commission to support the project. The CEC encouraged the District to utilize that \$10.45M as matching funds for Federal grants. A likely source of additional grant funds is the Port Infrastructure Development Program (PIDP), which is administered by the Maritime Administration of the US Department of Transportation (MARAD). Additionally, the District and its collaborators have identified a highly competitive and potentially large source of grant funds in the MPDG opportunity.

In mid-2021, the District applied for a \$56M PIDP grant. The District was not awarded the grant. In mid-2022, the District re-applied to the same PIDP program for a substantially scaled-down version of the project. The District was also not awarded that grant. In early 2023, District staff participated in a debrief with MARAD staff to review the District's previous PIDP grant applications. Based on feedback from MARAD, the District has been working to reformulate a new strategy. Thereafter, the District prepared and applied for a \$8,672,986 grant for the 2023 round of the PIDP. The District was awarded this grant in October of 2023. In furtherance of these efforts, the District has worked with project partners to prepare a grant application for the FY 2023-2024 round of the MPDG's Mega and INFRA grant programs. The Board approved the submittal of that grant application at the past Board meeting on 8/10/23.

The development of a "Green Terminal Strategy" is an important topic of consideration for many members of the local community. Fortunately, the District has been working on this topic for over a year and a half. In March of 2022, the District Board approved a contract with Moffatt & Nichol, which included the following:

- Green Port/Electrification Assessment: identify marine terminal development requirements to provide a zero-carbon port facility including assessment of power needs for full buildout.
- Green Port Analysis. Establish green port development criteria and guidance for the planned phased buildout. Evaluate feasibility and develop concepts for incorporation of renewable energy onsite (ground or roof mounted solar) and offsite to meet power demand needs. Assess alternatives for port decarbonization such as offsite power purchase and utilization of onsite renewable energy to meet the clean and renewable goals for the development.

³ <https://www.nrel.gov/docs/fy23osti/86864.pdf>: The Impacts of Developing a Port Network for Floating Offshore Wind Energy on the West Coast of the United States; September 2023.

- Electrical Utility Needs Analysis. Based on power demand requirements for the phased terminal buildout, evaluate electrical infrastructure upgrade and modification requirements. Work with local utility provider to review if planned upgrades are sufficient to meet future terminal needs or what improvements may be required.
- Energy Use Analysis. Develop summary of energy use needs for proposed phased terminal buildout and its intended uses. Develop power requirements and identify critical power load demands.
- Power and Utilities Assessment: assess existing grid capabilities to meet terminal electrification requirements (substation and grid) including outreach to power authority – assess other utility upgrades that may be required...

So, the District has the budget and a contract to complete the technical studies necessary to inform a “Green Terminal Strategy.” The envisioned Green Terminal Strategy may include more than what is outlined above but will cover power usage at a minimum. Other likely topics to be covered include air quality, water quality, building design, and other topics.

To date, the District has held two public meetings, brought this project before the District Board at least 18 times during open public board meetings, has engaged in extensive coordination with several permitting/regulatory agencies, and has hosted meetings with dozens of interested parties. The District is actively engaged with seven different Tribal governments and has offered to engage with an additional three Tribal governments. The project’s CEQA Notice of Preparation was released in June of 2023. The District received 108 comments letters. The District is in active communication with the County of Humboldt Planning Department regarding recommended amendments to the County’s Local Coastal Program and regarding consolidation of the project’s Coastal Development Permit.

Additional information about the overall project can be found here:

- Summary video: <https://www.youtube.com/@humboldtbayharbordistrict>.
- Project website: <https://humboldtbay.org/humboldt-bay-offshore-wind-heavy-lift-marine-terminal-project-3>.
- “Public Engagement Strategy” for the project: https://humboldtbay.org/sites/humboldtbay.org/files/HBHRCD_WindTerminal_CommunityEngagementStrategy.pdf.



COMMISSIONERS
1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
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4th Division
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Eureka, California 95502-1030

STAFF REPORT
HARBOR DISTRICT MEETING
December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: December 7, 2023

TITLE: Consider Adopting Resolution 2023-23, A Resolution Fixing the Employer Contribution Under the Public Employees' Medical and Hosp Care Act at an Equal Amount for Employees and Annuitants

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2023-23.

SUMMARY: On November 9, 2023, the Board of Commissioners approved Resolution 2023-19 to switch from the current health plan to the CalPERS Health Insurance plan; that switch did not include elected officials. Adoption of this Resolution will allow elected officials to participate in the CalPERS Health program effective February 1, 2024.

DISCUSSION: As a separate action the Board will amend the Personnel Policies to reflect the change to other District employees and elected officials not covered by the Bargaining Agreement. The effective date for adding health insurance coverage for elected officials will be February 1, 2024.

ATTACHMENTS:

- A. Resolution 2023-23

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

RESOLUTION NO. 2023-23

**A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’
MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND
ANNUITANTS**

WHEREAS, The Humboldt Bay Harbor, Recreation and Conservation District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

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

SECTION 1. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
000 PERS All Employees	PEMHCA Minimum (no change)
700 NonPERS Elected Officials	PEMHCA Minimum

plus administrative fees and Contingency Reserve Fund assessments; and

SECTION 2. The Humboldt Bay Harbor, Recreation and Conservation District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and

SECTION 3. That the participation of the employees and annuitants of the Humboldt Bay Harbor, Recreation and Conservation District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal

Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the Humboldt Bay Harbor, Recreation and Conservation District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and

SECTION 4. That the executive body appoint and direct, and it does hereby appoint and direct, Chris Mikkelsen, Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of the Humboldt Bay Harbor, Recreation and Conservation District all functions required of it under the Act; and

SECTION 5. That Coverage under the Act be effective on February 1, 2024.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 14th day of December 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Aaron Newman, 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. **2023-23** entitled,

A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 14th day of December 2023; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of December 2023.

**Aaron Newman, Secretary
Board of Commissioners**

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Craig Benson
 5th Division
 Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: December 7, 2023

TITLE: Consider Adopting Resolution 2023-24, A Resolution Fixing the Employer Contribution Under the Public Employees’ Medical and Hospital Care Act at an Unequal Amount for Employees and Annuitants

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2023-24.

SUMMARY: On November 9, 2023, the Board of Commissioners approved Resolution 2023-20 Fixing the Employer Contribution rate to the Harbor District employee Health Insurance Monthly Premium. Resolution 2023-24 includes the CalPERS required language for this action to occur. Beginning on January 1, 2024, the Employee’s contribution shall be 15% of the total premium and the District will pay the remaining 85% as calculated by averaging the premiums of the CalPERS Gold and the CalPERS Platinum plans.

ATTACHMENTS:

- A. Resolution 2023-24
- B. Previously Adopted Resolution 2023-20 with Exhibit A

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

RESOLUTION NO. 2023-24

**A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES'
MEDICAL AND HOSPITAL CARE ACT AT AN UNEQUAL AMOUNT FOR EMPLOYEES AND
ANNUITANTS**

WHEREAS, The Humboldt Bay Harbor, Recreation and Conservation District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, Government Code Section 22892(c) provides that, notwithstanding Section 22892(b), a contracting agency may establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by five percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees;

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

SECTION 1. That the employer contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$947.36 per month for employee enrolled for self alone, \$1,894.73 per month for employee enrolled for self and one family member, and \$2,463.14 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and

SECTION 2. That the employer contribution for each annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a

health benefits plan up to a maximum of the amount prescribed by Government Code Section 22892(c), plus administrative fees and Contingency Reserve Fund assessments; and

SECTION 3. That the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by five percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees; and

SECTION 4. That this annual adjustment to the minimum monthly employer contribution for annuitants shall not exceed one hundred dollars (\$100.00); and

SECTION 5. The Humboldt Bay Harbor, Recreation and Conservation District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and

SECTION 6. That the participation of the employees and annuitants of the Humboldt Bay Harbor, Recreation and Conservation District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the Humboldt Bay Harbor, Recreation and Conservation District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and

SECTION 7. That the executive body appoint and direct, and it does hereby appoint and direct, Chris Mikkelsen, Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of the Humboldt Bay Harbor, Recreation and Conservation District all functions required of it under the Act; and

SECTION 8. That Coverage under the Act be effective on January 1, 2024.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 14th day of December 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Aaron Newman, 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. **2023-24** entitled,

A RESOLUTION FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN UNEQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 14th day of December 2023; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of December 2023.

Aaron Newman, Secretary
Board of Commissioners

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

RESOLUTION NO. 2023-20

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT REPEALING RESOLUTION 2004-02, AND FIXING
THE EMPLOYER'S CONTRIBUTION TO THE HARBOR DISTRICT EMPLOYEE AND RETIREE HEALTH
INSURANCE PROGRAM**

WHEREAS, for the benefit and welfare of its employees, the District offers its qualifying employees (and their qualifying dependents) and qualifying retirees health insurance; and

WHEREAS, pursuant to Resolution 2004-02, the District obtains group health insurance coverage through its membership in the Association of California Water Agencies; and

WHEREAS, the District, with the agreement of its represented employees through the Collective Bargaining Agreement, has elected to obtain health insurance through CalPERS, and the District desires to extend the same coverage to non-represented full-time employees and qualifying retirees; and

WHEREAS, upon enrollment in in the CalPERS program, Resolution 2004-02 should be repealed;

WHEREAS, by way of this Resolution, the Board desires to authorize the Executive Director of the District to execute all documents necessary to effectuate the termination of employee health coverage through the Association of California Water Agencies.

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

1. Resolution 2004-02 shall be repealed as of the date of the District's enrollment and participation in the CalPERS health insurance benefit program; and
2. Section 2014 of the District's Personnel Policies shall, as of the effective date of the District's enrollment in the CalPERS health insurance benefit program, be revised as stated in **Exhibit A** hereto and incorporated herein; and
3. The Board authorizes the Executive Director of the District to execute all documents necessary to effectuate the termination of employee health coverage through the Association of California Water Agencies upon enrollment in the CalPERS health insurance benefit program.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 9th day of November 2023 by the following polled vote:

AYES: Benson, Dale, Higgins, Kullmann

NOES: 0

ABSTAIN: 0

ABSENT: Newman

ATTEST:



**Aaron Newman, Secretary
Board of Commissioners**



**Greg Dale, President
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2023-20** entitled,

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT REPEALING RESOLUTION 2004-02, AND FIXING THE EMPLOYER’S CONTRIBUTION TO THE HARBOR DISTRICT EMPLOYEE AND RETIREE HEALTH INSURANCE PROGRAM

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 9th day of November 2023; 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 9th day of November 2023.



**Aaron Newman, Secretary
Board of Commissioners**

Exhibit A

CHAPTER 6 HEALTH AND WELFARE

Section 2014. Medical Coverage for Employees and Retirees

The District currently provides a comprehensive health benefits insurance plan for eligible employees, retiree, and their dependents. Eligibility is determined by the policies of the District and the requirements of the insurance carrier. The District reserves the right to refuse to pay insurance premiums for any employee who is in unpaid status in excess of approved leave time, but such employees may continue benefit coverage at their own cost. If there are any questions regarding eligibility for any benefit programs, please see the Director of Administrative Services.

It should be noted that the cost of these insurance benefits are a major item of expense to the District, and is largely beyond the control of the District. The fact that such insurance is currently provided at employee current participation levels does not necessarily guarantee that such coverage will be maintained permanently at the current participation cost to the employee. The District reserves the right to modify the insurance benefits package, subject to meet and confer requirements as to those employees represented by a union or collective bargaining unit.

The District and eligible employees or eligible retirees shall contribute for each employee's or retiree's health care plan the following sums of money to pay the cost of enrollment, including the enrollment of eligible dependents (as defined by CalPERS), plus administrative fees and contingency reserve fund assessments, in a health benefits plan or plans provided by the District, as hereinafter set forth.

CURRENT ELIGIBLE EMPLOYEES

Beginning on the effective date of the new CalPERS coverage (which is projected to be January 1, 2024), the employee's contribution shall be 15% of the Premium and the District will pay the remaining 85% of the Premium. The "Premium" shall be the average of the total monthly premium of the CalPERS Gold and the CalPERS Platinum (or equivalent plans if those plans are no longer offered) for the employee and any participating dependents. The Employee may choose any alternate plan if offered by CalPERS. If the plan selected by the employee costs less than the District's portion of the Premium, then the District shall retain the difference without further compensation to the employee. The employee's portion of the Premium shall be deducted from his or her compensation.

CURRENT MEMBERS OF THE BOARD OF COMMISSIONERS

Current Members of the Board of Commissioners shall be eligible for single person health benefits for themselves only in accordance with CalPERS program at the same contribution level offered to full time employees (above). Current Board Members may elect to pay 100% of the costs for eligible family or dependent coverage during their term

in office. Board members are not able to continue to receive health benefits after their term in office expires.

CURRENT AND FUTURE RETIREES HIRED ON OR AFTER JULY 2, 2010

Employees hired on or after July 2, 2010, who have worked full time for the District a minimum of five (5) years and have reached a minimum age of 55 years old, and who otherwise qualify as a retiree under the District's CalPERS retirement program and who have retired or who retire from the District shall be entitled to District paid health insurance coverage up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments, as determined by CalPERS annually. Participation in and contributions towards the retiree program is determined by CalPERS.

OPTING OUT OF HEALTH INSURANCE

An employee may voluntarily opt out of the District's medical coverage due to having other non-District coverage, Employees who voluntarily opt out shall receive four hundred dollars (\$400) per month as an opt out payment (subject to regular withholdings). Board members and retirees are not eligible for the opt out payment. In order to be eligible to receive the opt-out payment, the employee must provide annual proof (as determined by the District) of other medical coverage, and sign an agreement holding the District harmless. If at any time during this contract, the District's health plan(s) changes or limits participation requirements or prohibits an opt-out payment, or such payment otherwise negatively impacts the District directly or its participation in the Plan(s), such payment shall be discontinued at that time. Discontinuance of such payment shall not be required to be offset or substituted by the District with any other pay or benefit.

COMMISSIONERS
1st Division
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STAFF REPORT – HARBOR DISTRICT MEETING
December 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: December 7, 2023

TITLE: **Consider Awarding a Contract with SHN for Design and Construction Services at Fields Landing Boat Yard**

STAFF RECOMMENDATION: Staff recommends the Board: Approve a contract with SHN for the Design and Construction Services of a Stormwater Treatment System at the Fields Landing Boat Yard, as budgeted in the FY2023-24 District Budget.

DISCUSSION: The Fields Landing Boat Yard regulated stormwater has been in exceedance status of annual volumes for copper and zinc, resulting from the vessel repair and maintenance activities that occur on site. While additional best management practices and pretreatment systems have been deployed to correct these exceedances, the actions are not bringing the site into full compliance with the Industrial General Permit, and further implantation is required. In search of permanent remedies and in consultation with SHN, the District Engineer, SHN proposes the attached scope of work to further assess existing conditions, prepare a basis of design, prepare a complete bid-ready signed and stamped plan set, and provide construction and installation oversight leading to a completed project by year-end 2024.

Attachments:

- A. SHN Scope of Work and Fee Estimate



Reference: 016216

November 22, 2023

Chris Mikkelsen
Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Dr.
Eureka, CA 95501

Subject: Fields Landing Boat Yard Stormwater Treatment System Design and Construction Support Services Scope of Work and Fee Estimate, Revision 1

Dear Chris Mikkelsen:

At your request, SHN has prepared this scope of work and fee estimate to provide engineering design and construction support services for a new stormwater treatment system to meet stormwater discharge requirements at the Fields Landing Boat Yard (FLBY) in Fields Landing, California.

Understanding

It is our understanding that the FLBY is owned by the Humboldt Bay Harbor, Recreation, and Conservation District (District), and that stormwater discharge from the site is regulated under the California State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Industrial Activities (Industrial General Permit [IGP]). Further, we understand that the FLBY has been in exceedance of annual numeric action levels set forth in the IGP for copper and zinc resulting from boat maintenance activities that occur onsite.

SHN proposes to complete the following scope of work to assist the District in designing and constructing a new stormwater treatment system at the FLBY.

Scope of Work

Task 1. Design

Under this task, SHN will complete the following:

- Conduct an initial site visit with a representative from the District to discuss the proposed design components, potential issues, and preliminary layout.
- Review previously collected water quality data and stormwater regulations to establish design treatment level requirements for the new treatment system.



- Review and update previously prepared hydrologic runoff model, extract model output, and establish design flow rates for the new treatment system.
- Prepare a brief basis of design memorandum documenting the design criteria for the new system. The basis of design memorandum will include:
 - Estimate stormwater runoff for the 85th percentile 24-hour storm event for the drainage area contributing to the drain inlet designated "BY-1."
 - Estimate the amount of copper and zinc requiring treatment and removal to get discharges below the regulated limit.
 - Provide recommendations for appropriate treatment technology and preliminary sizing.
 - Coordinate with equipment manufacturers regarding sizing and selection of treatment units.
 - Prepare a preliminary site map and new system layout.
 - Prepare a preliminary estimate of construction costs.
 - A draft basis of design memorandum will be submitted to the District for review and comment. Comments will be addressed any changes will be incorporated into a final basis of design memorandum.
- Following completion of the final basis of design memorandum, SHN will prepare 80% complete engineering design plans with technical specifications on plans.
- Attend one 80% design review meeting with the District to gather input and comments on the design.
- Following the 80% design review meeting, SHN will incorporate District comments into final 100% complete bid-ready signed and stamped plans and technical specifications on plans.
- Prepare an engineer's opinion of probable construction cost with the final 100% bid-ready plans and specifications.

Task 1 Deliverables:

All deliverables will be submitted in digital PDF format.

- Draft and final basis of design memorandum
- 80% design plans and specifications on plans
- 100% bid-ready plans and specifications on plans
- Engineer's opinion of probable construction cost

Task 2. Construction Support

Under this task, SHN will complete the following:

- Onsite construction observation estimated at 1 hour per day for 20 days and an additional 2 hours per day for 8 days
- Compaction testing for backfill of trenches and excavations

Task 2 Deliverables:

All deliverables will be submitted in digital PDF format.

- Daily field reports
- Compaction test results

Scope of Work Assumptions

- The new treatment system will be installed below-grade in line with the existing stormwater discharge culvert pipe beneath the existing paved parking area.
- The new system will not require pumping, power, instrumentation and controls, or significant modification to site grading or paving.
- The new treatment system will be a package system with sizing and media selection provided by manufacturers.
- The District will prepare bid and contract documents and will administer the public solicitation for bids if needed.
- The District will be responsible for permitting and environmental documentation, if necessary.
- Construction will take approximately 20 working days.

Scope of Work Exclusions

- Multiple rounds of revisions at any one stage of the design
- Electrical and controls engineering design
- Permitting and environmental documentation (California Environmental Quality Act [CEQA] / National Environmental Policy Act [NEPA]) assistance
- Survey
- Geotechnical investigations
- Preparation of bid and contract documents including “front end” specifications

Chris Mikkelsen

Stormwater Treatment System Design and Construction Support Services Scope and Fee Estimate

November 22, 2023

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Schedule

SHN is prepared to initiate the scope of work described above at the District's approval of this scope of work. The design phase is anticipated to take up to 6 months from initiation of the work. Construction is anticipated to be completed by the end of 2024.

Budget

Compensation for services described herein will be on a time and expenses basis. The table below provides an anticipated budget breakdown for each task. Please note that if this project does not take place within 12 months from the date of this proposal, these fees may need to be increased to account for standard rate increases.

Task 1.	Design.....	\$ 36,000
Task 2.	Construction Support	\$ 8,500
TOTAL FEE		\$ 44,500

Thank you for the opportunity to provide this scope of work and fee estimate for the Fields Landing Boat Yard Stormwater Treatment project.

Please call me at (707) 441-8855 if you have any questions.

Sincerely,

SHN



Chuck Swanson
Project Manager



Mike Foget, PE
Senior Civil Engineer/CEO

CRS/MKF:ame