

Board of Harbor Commissioners

Crescent City Harbor District

March 19, 2024

Regular Harbor Commission Meeting



Regular Meeting

Board of Harbor Commissioners of the Crescent City Harbor District

Harry Adams, President Rick Shepherd, Secretary
Wes White, Commissioner; Brian Stone, Commissioner; Gerhard Weber, Commissioner

AGENDA

- Date:** **Tuesday, March 19, 2024**
- Time:** **Open Session 2:00 p.m. (Closed Session follows)**
- Place:** **101 Citizens Dock, Crescent City, CA, and via Zoom Webinar,**

VIRTUAL MEETING OPTIONS

TO WATCH (via online)

<https://us02web.zoom.us/j/6127377734>

TO LISTEN (via telephone)

Dial (669) 900-6833, please enter 612 737 7734# (meeting ID)
or, one tap mobile: +16699006833,,6127377734#

1. Preliminary Items

- a. **Call to Order**
- b. **Roll Call**
- c. **Pledge of Allegiance**
- d. **Public Notice of Upcoming Events** (details at: <https://www.ccharbor.com/>)
 - March 23rd: Tsunami Resiliency Festival
 - March 31st: 3rd Annual Easter Egg Hunt
- e. **Public Notice of Settlement with Fashion Blacksmith, Inc.**
- f. **General Public Comments**

The general comment period is provided for subjects not included on the agenda. Each person is limited to a maximum of 3 minutes of speaking time. By law, the Board may not take action on non-agendized matters. However, the Board or its staff may briefly respond to statements or questions from the public. (Gov. Code § 54954.2(a)(2))

2. Consent Calendar

Consent Calendar items are considered routine and will be approved by one motion. The public, staff, or Commissioners may request specific items be removed from the Consent Calendar for separate consideration or action.

- a. **Approve Minutes of the March 6, 2024 Regular Meeting.**
- b. **Approve Letter of Support for the Partnership for the Performing Arts to Develop a Performing Arts Center in Del Norte County.**

3. New Business

- a. Review Proposed CCHD Hazard Mitigation Plan and Open a Public Hearing to Consider Feedback from Stakeholders.**

4. Unfinished Business

- a. Review Proposals and Vote for Preferred Choice for South Beach Bathroom.**
- b. Review Proposals and Vote for Preferred Choice for Lease at 128 Anchor Way.**

5. Communications and Reports

- a. Update on Seawall and Citizens' Dock Project from Moffett & Nichol**
- b. Grants Update**
- c. Comptroller's Report**
- d. CEO/Harbormaster Report**
- e. Harbor Commissioner & Ad Hoc Committee Reports**

6. Adjourn to Closed Session

CONFERENCE WITH LEGAL COUNSEL – ONGOING LITIGATION

(Government Code section 54956.9(d)(1))

Crescent City Harbor District v. Dutra et al.

Sacramento Superior Court Case No.: 34-2017-00215044-CU-BC-GDS

7. Report Out from Closed Session

8. MEETING ADJOURNMENT

Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, April 2, 2024, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.



1. Preliminary Items

a. Call to Order

b. Roll Call

c. Pledge of Allegiance

d. Public Notice of Upcoming Events (details at: <https://www.ccharbor.com/>)

- March 23rd: Tsunami Resiliency Festival
- March 31st: 3rd Annual Easter Egg Hunt



1. Preliminary Items

e. Public Notice of Settlement with Fashion Blacksmith, Inc.

The Crescent City Harbor District (CCHD) announces that it has reached a settlement agreement with Fashion Blacksmith, a long-time tenant, following constructive negotiations. Terms of the settlement entail Fashion Blacksmith vacating the premises by the end of June.

The settlement includes a financial arrangement meant to compensate Fashion Blacksmith for their projected profits over the remaining 12 years of the lease, wherein Fashion Blacksmith will receive \$2.6 million over the next decade, with a 5% interest rate. Despite CCHD expressing discontent with the outcome, the District believes that the settlement represents a fair resolution for both parties involved, allowing them to transition amicably.

Fashion Blacksmith, along with the Long family, has been a valued tenant of CCHD for over 40 years. The District extends its best wishes for their future endeavors as they depart the premises.

Looking ahead, CCHD is eager to begin modernizing and, focusing on enhancing the boatyard to better serve the needs of all boaters and vessel owners. Plans for this revitalization effort will be unveiled in the near future, as CCHD continues to prioritize progress and innovation within the community.

Public Comment?



1. Preliminary Items

f. General Public Comments

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- a. Approve Minutes of the March 6, 2024 Regular Meeting.**
- b. Approve Letter of Support for the Partnership for the Performing Arts to Develop a Performing Arts Center in Del Norte County.**

Public Comment?

**Regular Meeting Minutes of the
Board of Harbor Commissioners of the Crescent City Harbor District**

Harbor District Office, 101 Citizens Dock Road
Crescent City, CA 95531

March 6, 2024
2:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Regular Session, Wednesday, March 6, 2024, at 2:00 P.M.

CALL TO ORDER: **2:00 PM**

ROLL CALL:

<i>PRESENT:</i>	<i>President</i>	HARRY ADAMS
	<i>Secretary</i>	RICK SHEPHERD
	<i>Commissioner</i>	WES WHITE
	<i>Commissioner</i>	BRIAN STONE
	<i>Commissioner</i>	GERHARD WEBER

ABSENT: *NONE*

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

Charles Berry thanked CCHD for removing nuisance trees in Bayside RV Park. Leonard Franklin objected to proposed rate increases in Bayside RV Park. Mr. Franklin also objected to proposed changes to services and amenities in the park. A resident of Bayside RV Park requested that additional Harbor Patrol officers monitor the park, particularly at night. A different Bayside RV Park resident objected to proposed rent increases, citing challenges from living on a fixed income (Social Security). A commercial fisherman objected to increases in moorage rates. Sandy Moreno asked the Board to allow 30 days for the public to evaluate potential business contracts prior to their ratification by the Board.

2) Consent Calendar:

a) Approve Minutes of the February 6, 2024 Regular Meeting.

Commissioner Stone brought attention to several votes recorded in the minutes inaccurately. In several instances, Commissioner Stone was recorded as having both voted in the affirmative while also having abstained on the same vote, which was clearly not possible. Copying and pasting text appeared to have replicated the error in several places. The votes that required correction were: (1) on page 4 relating to a vote to approve the JPA with the Tri-Agency, Commissioner Stone voted in the affirmative and did not abstain, (2) also on page 4, relating to the selection of a Commissioner to attend the California Association of Harbormasters and Port Captains Annual Conference, Commissioner Stone voted in the affirmative and did not abstain, and finally (3) on page 5, relating to the approval of the Independent Auditor's Financial Report, Commissioner Stone voted in the affirmative and did not abstain. All of the other votes in the minutes were correctly recorded.

Commissioner White **moved** to approve the consent calendar. Commissioner Stone **seconded** the motion.

POLLED VOTE was called, **MOTION CARRIED:**

AYES: WHITE, STONE, WEBER, SHEPHERD, ADAMS // **NAYS:** NONE

ABSENT: NONE // **ABSTAIN:** NONE

3) New Business

3A) Approve Proposal to Host a "Summer Artisan Community Market" Sponsored by Rural Human Services.

CEO/Harbormaster Tim Petrick provided background and explained that the market was planned to be a slightly rebranded version of the Farmers' Market that had been successful in the past. It was appropriate to drop "Farmer" from the name because in the past, farmers generally had not attended as vendors.

Commissioner Stone **moved** to approve the proposal. Secretary Shepherd **seconded** the motion.

POLLED VOTE was called, **MOTION CARRIED:**

AYES: WEBER, WHITE, STONE, SHEPHERD, ADAMS // **NAYS:** NONE

ABSENT: NONE // **ABSTAIN:** NONE

3B) Approve Lease with South Beach Surf and Supply.

CEO/Harbormaster Tim Petrick provided background and explained that the proposed lease involved the 750 sq. ft. building located at 128 Anchor Way. A business plan had been submitted by Jennifer and Mike Schmidt, and the plan called for ocean-sport rentals, instructional programs, grab-n-go food, and retail sales. Jennifer and Mike Schmidt were already operating a highly successful restaurant adjacent to the proposed lease area. The lease terms included rent

at \$1.10 a square-foot, amounting to \$825 total per month, plus 6% of annual gross receipts that exceeded \$100,000.

Commissioner Stone raised concerns regarding the compliance of the leased structure with ADA requirements. CEO/Harbormaster Petrick replied that the required modifications would be modest, amounting to a few thousand dollars at most. Commissioner Stone also raised concerns regarding potential water ingress. CEO/Harbormaster Petrick replied that the building was raised up enough to avoid problems. Also, despite numerous recent storms, the interior of the building remained in good condition.

Commissioner White **moved** to approve the lease on the condition that a clause be added to the lease limiting the Harbor's responsibility for the cost of any required accessibility improvements (pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and related California Building Codes) to no more than \$2,000.00. Commissioner Shepherd **seconded** the motion.

Commissioner Weber suggested that the matter be tabled to allow for greater transparency, public comment, and to allow additional time to research concerns relating to the cost of meeting ADA requirements. Commissioner White then **withdrew** his motion, and President Adams **tabled** the matter until the March 19, 2024 meeting.

President Adams then opened up public comment. Sandy Moreno encouraged the Harbor to maintain its standard practice of including a 6% profit sharing arrangement in all leases. She asserted that some form of profit sharing was standard practice in her experience working in property management. Annie Nehmer raised concerns about the condition of the building included in the lease. CEO/Harbormaster Petrick clarified that a building inspection had been conducted by the Harbor along with the prospective tenant and the building was found to be in generally good condition, with the roof having just been replaced months earlier.

Robert Derego addressed the Board and presented a competing proposal. He explained that his background in similar retail establishments went back 25 years. He offered to match the terms of the original proposed lease, with additional inducements that included an offer of \$5,000 towards building improvements and a full year of lease payments to be paid up front.

President Adams thanked Mr. Derego for his proposal, and advised him to contact Harbor staff to submit a more complete proposal for consideration at the next Board meeting.

3C) Authorize CEO/Harbormaster to Negotiate and Approve License Agreement with Tesla to Host EV Charging Equipment.

CEO/Harbormaster Petrick explained the contours of the proposed license agreement, and he encouraged the Board to grant him authority to negotiate the best terms possible with Tesla. Mr. Petrick believed that the Harbor could extract some concessions from Tesla that would make the arrangement more attractive from the Harbor's perspective. This might include the installation of a "MegaPack" (large battery backup), and/or assistance with microgrid engineering. Nonetheless, from Tesla's perspective, the primary benefit to the Harbor would be the draw of bringing patrons into the Harbor who were likely to spend money at nearby Harbor establishments. Naturally, the Harbor could realize benefits from profit sharing arrangements with Harbor tenants such as Port O'Pints, who would see additional foot traffic from the Tesla chargers.

Although Tesla was not offering direct payments to the Harbor, it was willing to pay the

entire cost of the charger installation and all ongoing maintenance. Essentially the question boiled down to the value of the parking spaces where Tesla would install its equipment. It was up to whether the Board would accept the argument that the parking spaces were underutilized, and that Tesla was enhancing their value at no cost to the Harbor.

Commissioner Stone stated that he thought the final agreement should be brought back to the Board for final approval, as opposed to granting the CEO/Harbormaster approval authority to act on the Board's behalf. Commissioner White also preferred this approach. Commissioner Stone was also opposed to some elements of the lease terms, such as the allowance for electronic signatures and automatic renewal terms. Commissioner Stone also had concerns about environmental testing, arrangements during the construction period, and he argued for direct payments from Tesla as opposed to indirect financial benefits that would accrue by virtue of increased foot traffic to the Harbor.

Commissioner Shepherd was concerned about the impact to Harbor patrons using the work docks, and he suggested some alternative locations, such as slightly to the east in the same parking area (further from the work docks), or perhaps behind the Fisherman's Restaurant.

President Adams then opened up public comment. Sandy Moreno encouraged the Harbor to contact other property owners to learn of their experience working with Tesla, along with contacting other charge point providers. A gentleman who stated that he owned an electric truck asked for the chargers to be located closer to Fisherman's Restaurant, where it would be convenient to eat while his vehicle charged. President Adams spoke in favor of Tesla helping the Harbor to establish a microgrid for improved electric power resiliency. President Adams then called for the matter of Tesla chargers to be brought back for further consideration at a later time, and for staff to work out the finer details of a possible arrangement with Tesla during the interim.

3D) Review Revised Bayside RV Park Rates Prior to Publication.

CEO/Harbormaster Petrick explained that the rates for the Bayside RV Park had not been adjusted in over five years, and that the park was no longer yielding a profit, in large part because the rates had not kept up with inflation. A market analysis prepared for the Board indicated that higher rates were justified based on competitors' rates and market demand. Additionally, a legal analysis concluded that rent control provisions ordinarily applicable to apartment units were not applicable to RV parks. Therefore the Harbor was not restricted in the amount it could raise rates.

Commissioner Weber was concerned that the Bayside RV Park was not breaking even from a financial perspective. He also discussed how there were inequities in the rate structure, due to tenants having moved over from RHV while it was operated by Renewable Energy Capital. Furthermore, the local market seemed to support higher rates, and the Harbor had a responsibility to taxpayers to generate reasonable returns from a public asset. It would not be fair to the general public if Bayside residents enjoyed below market rates on the backs of other Harbor tenants and patrons.

The discussion then turned to how many RV spaces might be rentable for short-term use, such as nightly or weekly (but not exceeding 30 days). CEO/Harbormaster Petrick replied that the number was perhaps 20 to 25 spaces, given that many vacant spaces were currently unusable until expensive repairs were made, such as repairs to the electrical, plumbing, and pavement.

Commissioner White supported the rate increase because it was supported by market conditions and the Harbor had an obligation to obtain the best return on investment possible. Commissioner Stone supported moving forward with publishing the rates for 21 days, as required under the Ordinance Code, to allow for a later final vote.

President Adams then opened up public comment. Leonard Franklin objected to the rate increase, and suggested the park could be operated more efficiently. Sandy Moreno supported the notion of charging a market rate, which appeared to require raising rates. This sentiment was echoed by Annie Nehmer, who commented that a rate increase was long overdue to ensure a market rate was in effect.

Commissioner White **moved** to publish the adjusted rates in accordance with the Ordinance Code, using the numbers proposed in the staff report. This would allow the Board to reconsider the matter at a future meeting and take a final vote prior to implementing the rate change. Commissioner Stone **seconded** the motion.

POLLED VOTE was called, **MOTION CARRIED:**

AYES: STONE, WEBER, WHITE, SHEPHERD, ADAMS // **NAYS:** NONE

ABSENT: NONE // **ABSTAIN:** NONE

3E) Approve Recommendation of Harbor Legal Counsel to Discontinue Mail Service at Bayside RV Park.

President Adams reviewed a memorandum drafted by the Harbor's legal counsel that affirmed the Harbor did not have a legal obligation to handle mail. The memo advised against doing so. The reasoning was primarily due to liability concerns and the risk of allegations of mail theft.

Commissioner White explained that he was in favor of minimizing the Harbor's legal liability, especially in light of recent costly legal matters. This sentiment was echoed by Commissioner Stone. Commissioner Shepherd was interested in a compromise. Commissioner Weber suggested that locked boxes could be placed at the Harbor's main office. Several RV Park residents expressed concern over losing mail delivery at the park, and asked for as much time as possible to make alternative arrangements, such as a Post Office box. President Adams then tabled the matter for further consideration at a future meeting.

3F) Approve Attendees for the Pacific Offshore Wind Summit (Sacramento, May 13-15, 2024).

Commissioner White explained that this particular conference was probably the most important, comprehensive, and relevant, when considering all of the various wind power conferences held throughout the year. The agenda included speakers on a wide variety of topics, including bird migration and mortality impacts, fishing industry impacts, electromagnetic effects, and economic development potential. Commissioner White emphasized that his position was neutral on the topic, but he thought it was essential for the Harbor to have a seat at the table to represent local interests and concerns to government agencies, developers, and other parties.

Commissioner Shepherd discussed the California Fishermen's Resiliency Association (CFRA) that was planning to attend the conference. The CFRA was formed in 2022 to represent the collective interests of Northern California commercial fishermen when addressing the

impacts of offshore wind and cable development. Commissioner Shepherd supported sending representatives from CCHD to engage with the CFRA and other stakeholders.

CEO/Harbormaster Petrick noted that significant federal investment in ports and harbors was already occurring to prepare for offshore wind, even though it was still an open question as to whether offshore wind would ever come to the north coast. Regardless, it was critical to obtain the benefits of federal funding for the harbor district - being made available now - while additional studies were underway to evaluate whether full implementation of wind power was advisable. President Adams expressed his opposition to wind power because of potential wind power impacts to fish, marine life, and commercial fishermen. Nonetheless, President Adams supported having a CCHD representative advocate for Harbor interests during these events.

Commissioner Stone **moved** to send Asst. Harbormaster Rademaker and one Commissioner (who would be selected by President Adams) to attend the conference. Travel expenses were to be limited to no more than \$1,500 per person. Commissioner Weber **seconded** the motion.

POLLED VOTE was called, **MOTION CARRIED:**

AYES: WHITE, STONE, WEBER, SHEPHERD, ADAMS // **NAYS:** NONE

ABSENT: NONE // **ABSTAIN:** STONE

4) Unfinished Business

4A) Grants Update

Aislene Delane, Grant Writer and Manager for Community System Solutions, facilitated the discussion. Ms. Delane reviewed the status of grant applications being prepared, and research being conducted for future grant applications. Additional insight was provided by Mike Bahr, CEO and Grant Writer for Community System Solutions.

The discussion focused on the Port Infrastructure Development Program (PIDP) grant and the Coastal Conservancy planning grant for Citizens' Dock. Mike Bahr also presented a financial accounting of grant expenditures. Mr. Bahr explained how approximately 10% of each of the grants had been budgeted for management activities performed by CSS and CCHD.

Sandy Moreno expressed concerns about how grant funds were being accounted for in financial statements. There was discussion as to whether grant expenditures should be capitalized and whether construction-in-progress (CIP) should be shown on the balance sheet. Comptroller Zickgraf disagreed with Ms. Moreno's preferred approach, and responded that the Harbor's independent financial audit determined that grants were being accounted for properly.

5. Communications and Reports

5A) Social Media & Website Report

Mika McKenzie and Laura Anthony from Community System Solutions (CSS) presented an overview of work completed to improve the design of the Harbor's website, in coordination with other staff from CSS and Harbor District staff, and under the direction of Commissioners Weber and Stone. Aislene Delane then presented an update on social media activities. A pattern of

posting had been developed to ensure posts at least three times weekly, with generally Mondays being devoted to current updates, Wednesdays being an informational or anecdotal post, and Fridays highlighting businesses at the harbor.

The presentation highlighted success from the social media campaign, with dramatically increased online impressions and public engagement. Metrics indicated a 71% increase in content interactions, and a 126% increase in link clicks. The Harbor's Facebook account had garnered 4.9 thousand followers. Mika McKenzie, Artistic Director at CSS, then moved to a discussion of the CCHD website. He described how website menus and other site elements had been updated to provide a more intuitive interface for website visitors.

Commissioner White inquired regarding the labor cost of website and social media activities. Mike Bahr responded that CSS had been contracted at \$2,000 per month, for a total of \$8,000 over four months. The cost included a redesign of the CCHD website in addition to social media activities. The contract had since expired. Now, after having built up a strong social media presence, maintenance activities had been handed over to Harbor staff.

5B) Comptroller's Report

Comptroller Zickgraf reviewed the current financial statements of the Harbor, noting an operating balance of approximately \$423,000. Mr. Zickgraf noted that the Harbor was seeing the financial impact from a decrease in moorage from the rockfish closure and also the delay of crab season. Also, legal fees continued to be challenging, but were expected to diminish in the near future. Mr. Zickgraf explained that he was preparing underwriting documents to obtain lines of credit that would help with cash flow challenges.

CEO/Harbormaster Petrick explained that the Harbor was contracting with a municipal advisor to obtain a grant anticipation note to help keep projects moving forward while the Harbor waited for grant reimbursements. Focus was also shifting to revenue generating projects that could emerge from completed grant projects. As an example, replacement of the seawall could allow for new revenue from hoists and fuel services. Another primary revenue driver would be tourism on the south side of the harbor from shops, restaurants, and accommodations.

5C) CEO/Harbormaster Report

CEO/Harbormaster Tim Petrick reviewed his report to the Board, as contained in the Board's briefing packet. Discussion focused on Mr. Petrick's attendance at the 2024 Harbormaster's Conference in Monterey, where Mr. Petrick was elected President. Discussions with vendors such as Marine Travelift and payment processors identified significant new areas for cost savings. The conference also provided updates on regulatory and legislative affairs, particularly regarding dredging and activities of the U.S. Army Corps of Engineers.

5D) Harbor Commissioner & Ad Hoc Committee Reports.

Commissioners Weber and Stone discussed their activities related to the redesign of the Harbor's website. Commissioner Stone discussed monitoring activities related to the dam removals managed by the Klamath River Renewal Corporation (KRRC). So far, two dams had been removed. Unfortunately, an estimated 150,000 smelt had died due to pressure gradient issues. Furthermore, Commissioner Shepherd expressed concerns that the fishing fleet was noticing crab die-offs at the mouth of the Klamath River, which seemed to be associated with the dam

removals. Samples of dead crab had been submitted for testing to help identify the cause. It was concerning that 6 of the 9 monitoring buoys had failed, hampering efforts to measure impacts from the dam removals. Overall, the local crab catch was coming in at 1.4 million pounds, and it probably wouldn't increase significantly. The number would probably end up being the third lowest in the last 20 years.

Commissioner White discussed his meetings with the Financial Resiliency Committee, and specifically his request that future reports include projections of cash flow. Commissioner White also discussed how both the City and Harbor had approved a modification to the Tri-Agency bylaws to keep open the possibility of engaging on wind power issues. It was expected that the County would also approve this change.

Commissioner Weber discussed his experience at the Harbormaster's Conference in Monterey, and he was especially impressed with a demonstration of a notification system that alerted interested buyers when a boat was coming into the harbor by providing information on the type of fresh catch available and even the specific timing of a boat's arrival. This was done through electronic means such as email, websites, and related methods. Commissioner Weber also reported on some potential ideas to improve enforcement of ordinances and to streamline appeal procedures to avoid lengthy proceedings. A recent appeal of Mr. Evanow's slip revocation that was heard before the entire Board of Commissioners had not been an efficient process.

President Adams discussed his meetings with long-term residents at the Bayside RV Park, and improvements that had been made to renovate facilities such as the park bathroom, and to deal with nuisance issues such as garbage and damage from trees. President Adams also discussed how he supported changes underway to expand the authority of Harbor Patrol officers to deal with minor law enforcement issues. Specifically those issues that were not serious enough to warrant a rapid response from the Sheriff's Office. President Adams also discussed his preparations for the Easter Egg Hunt scheduled for March 23rd, and a Chamber Mixer scheduled for April 25th.

6. Adjourn to Closed Session

CONFERENCE WITH LEGAL COUNSEL – ONGOING LITIGATION

(Government Code section 54956.9(d)(2))

Ongoing Litigation: One case based on correspondence with Fashion Blacksmith, Inc., regarding claim for damages

7. Report Out from Closed Session

President Adams read the following statement:

The Crescent City Harbor District (CCHD) announces that it has reached a settlement agreement with Fashion Blacksmith, a long-time tenant, following constructive negotiations. Terms of the settlement entail Fashion Blacksmith vacating the premises by the end of June.

The settlement includes a financial arrangement meant to compensate Fashion Blacksmith for their projected profits over the remaining 12 years of the lease, wherein Fashion Blacksmith will

receive \$2.6 million over the next decade, with a 5% interest rate. Despite CCHD expressing discontent with the outcome, the District believes that the settlement represents a fair resolution for both parties involved, allowing them to transition amicably.

Fashion Blacksmith, along with the Long family, has been a valued tenant of CCHD for over 40 years. The District extends its best wishes for their future endeavors as they depart the premises.

Looking ahead, CCHD is eager to begin modernizing and, focusing on enhancing the boatyard to better serve the needs of all boaters and vessel owners. Plans for this revitalization effort will be unveiled in the near future, as CCHD continues to prioritize progress and innovation within the community.

For further inquiries, please contact:

Timothy Petrick
CEO/Harbormaster
Crescent City Harbor District
tpetrick@ccharbor.com

8) ADJOURNMENT TO THE BOARD OF HARBOR COMMISSIONERS NEXT REGULAR MEETING SCHEDULED FOR WEDNESDAY, MARCH 19, 2024, AT 2 P.M., VIA ZOOM WEB CONFERENCE AND IN-PERSON AT THE MAIN HARBOR OFFICE, LOCATED AT 101 CITIZENS DOCK ROAD.

Approved this ____ day of _____, 2024.

Harry Adams, President

Rick Shepherd, Secretary

HARRY ADAMS
President

RICK SHEPHERD
Secretary

GERHARD WEBER
Commissioner

WES WHITE
Commissioner

BRIAN STONE
Commissioner

Crescent City Harbor District

Phone (707) 464-6174 Fax (707) 465-3535
101 Citizen's Dock Road
Crescent City, California 95531
www.ccharbor.com



TIM PETRICK
CEO/Harbormaster

March 19, 2024

Re: Letter of Support for the Partnership for the Performing Arts to Develop
a Performing Arts Center in Del Norte County

To Whom It May Concern:

The Crescent City Harbor District supports the efforts of the Partnership for the Performing Arts (PPA) to build a Center for the Performing Arts (the Center) on the campus of Del Norte High School in Crescent City, Del Norte County, California. This project will provide Crescent City and the surrounding region with lasting benefits for its residents for decades to come.

This one project will touch everyone in its radius: students, families, teachers, artists, business owners, and residents of all ages, interests, cultures, and perspectives.

We believe in the importance of giving young people a foundation in which to grow and dream. Currently, our students are reminded daily that they do not have the same advantages enjoyed by most other school districts in California (the rural penalty). The Center will change that by giving the students a venue they can be proud of, where they can grow, thrive, and succeed.

Additionally, as an economic driver, the Center will help bring local businesses a diverse clientele from outside the community who will travel here to attend performances by professional touring groups. It will serve as a gathering place for the community and can function as a welcome and needed complement to the County's emergency preparedness facilities.

The Crescent City Harbor District is honored and proud to support PPA and their efforts to bring a Performing Arts Center to Del Norte County.

Respectfully,

Board of Harbor Commissioners
of the Crescent City Harbor District



3. New Business

- a. Review Proposed CCHD Hazard Mitigation Plan and Open a Public Hearing to Consider Feedback from Stakeholders.**

Public Comment?

Creating Positive Social
& Environmental Impact



3.19.24

HAZARD MITIGATION PLAN DRAFT

PRESENTED TO
CCHD BOARD OF COMMISSIONERS

AISLENE DELANE & MIKE BAHR



CCHD Hazard Mitigation Plan 2024 Update

On behalf of the Crescent City Harbor District, Community System Solutions has prepared an update to CCHD's hazard mitigation plan in compliance with the Code of Federal Regulations, which requires the plan to be updated every 5 years for a jurisdiction to be eligible to receive funding from FEMA.

The requested action for the Board of Commissioners today is to open the public hearing, review the plan, take any comments on the plan, and continue the public hearing until the Board meeting of April 2, where you review the final plan and take any additional comments. All comments will be reviewed for inclusion / modification of the plan. The final plan will be brought to you on April 16 for adoption.

The previous 2018 Del Norte County Operational Area Hazard Mitigation Plan was a countywide plan, which included separate chapters for each of the regions of the County, including the Harbor District. The 2018 plan, which was officially accepted by FEMA in 2019, has expired. The County of Del Norte is just beginning a multi-year county-wide hazard mitigation planning process, which the Crescent City Harbor District will participate in.

However, an update of the plan is needed immediately by the Crescent City Harbor District, especially for use of currently awarded FEMA funds.

All citizens and businesses of the Crescent City Harbor District Del Norte County are the ultimate beneficiaries of this hazard mitigation plan. The plan reduces risk for those who live in, work in, and visit the planning area. It provides a viable planning framework for all foreseeable natural hazards. The plan's goals and recommendations can lay groundwork for the development and implementation of local mitigation activities and partnerships.

The following schedule includes all dates pertinent to the Hazard Mitigation Planning Process.

September 2023: Public meetings were held to discuss replacement of harbor infrastructure.

March 19, 2024: Crescent City Board of Harbor Commissioners to review the draft plan and open the public hearing process. The Draft Plan is placed online on the Harbor's website for community review. Start of the social media campaign soliciting public input on the plan. Press releases sent to local media about the process.

<https://www.ccharbor.com/hazard-mitigation-plan-survey>

March 19, 2024: (night)- Hold public meeting - topics of discussion include the need for hazard mitigation in the harbor, needed harbor infrastructure contained in the hazard mitigation plan and the elements of the Hazard Mitigation plan.

April 2, 2024, the Crescent City Board of Harbor Commissioners will hold a second public hearing on the Hazard Mitigation Plan.

April 16, 2024, the Crescent City Board of Harbor Commissioners to adopt the plan, which is then sent to FEMA for review and approval.

<http://communitysystemsolutions.com/>

CRESCENT CITY HARBOR DISTRICT



**CRESCENT CITY
HARBOR DISTRICT
HAZARD MITIGATION
PLAN 2024 UPDATE
DRAFT**

101 CITIZENS DOCK RD,
CRESCENT CITY, CA 95531

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1. INTRODUCTION

1.1 Hazard Mitigation Plan Point of Contact

Primary Point of Contact

Timothy Petrick, CEO / Harbormaster
101 Citizens Dock Road
Crescent City, CA 95531
Telephone: (707) 954-0129
Email: tpetrick@ccharbor.com

Alternate Point of Contact

Mike Rademaker, Deputy Harbormaster
101 Citizens Dock Road
Crescent City, CA 95531
Telephone: (707) 951-3446
E-mail: mrademaker@ccharbor.com

1.2 The Planning Area - The Crescent City Harbor District

1.2.1 Physical Area

The Crescent City Harbor is on the northern California coast located in Del Norte County, the northernmost county in California. The Harbor District is located just south of the City of Crescent City. The County has a population of 27,552. The population of Crescent City, the county seat, is 6,400.

The Harbor is owned and managed by the Crescent City Harbor District (CCHD), a special district, which is a political subdivision of the State of California. The CCHD was formed in 1931 by the California legislature to “aid and promote the economic development of the harbor for the citizens of the county.”

On June 24, 1963, the District received a Land Grant from the State of California. These granted lands, were approved of “for the establishment, improvement, and conduct of a harbor, for the construction, maintenance and operation of wharves, docks, piers, slips, quays and other utilities, structures, facilities, and appliances necessary or convenient for commerce, navigation and fisheries, and for public recreation purposes.”

The Harbor District consists of approximately 4,052 acres of land and water area, with approximately 150 acres of that being land. The District's property line extends from the mouth of Nickel Creek in the National Park to the south, then north along the mean high tide line of the coast for approximately 4.6 miles, along U.S. Highway 101. From that point, the District's boundary extends to a point in the center of the harbor waterway and then due west to appoint one mile out into the Pacific Ocean. From that point in the Pacific Ocean, the District's boundary line then extends south back to the original point of beginning at Nickel Creek. The District includes South Beach and North Beach in the Harbor. (See the Maps and Photos in Appendix B).

Beaches within the CCHD are used by residents and tourists for a variety of recreational activities, including beachcombing, walking, surfing, kite flying and picnicking.

The entirety of the Harbor's built infrastructure is located on approximately 35 acres within the Harbor's port area. The Harbor plays a vital role in the local and regional economy. It is the home to the two largest local economic sectors: Tourism and Commercial Fisheries. The commercial boat basin is home to more than 100 commercial fishing vessels which catch shrimp, tuna, cod, and crab in local waters. The commercial fishing industry infrastructure includes the commercial boat basin, multiple docks for unloading catch, seafood packing and transportation area, fish processors and fish sales areas. The boat basin also has slips for recreational watercraft.

The port area is also home to restaurants, shops, commercial buildings and RV parks, and a public boat launch. Several 100 people work in the harbor each day, with hundreds more visiting.

The ground transportation infrastructure in the harbor consists of three public roads, Citizens Dock Road, Starfish Way, and Anchor Way. The ingress and egress for Citizen's Dock and Anchor Way is U.S. Highway 101.

The port section of the District is protected by a 4,100-foot outer breakwater, a 12,000-foot inner breakwater, and a 2,400-foot sand barrier, which combine to create the only "harbor of refuge" between Humboldt and Coos Bay. A fourth break water, approximately 800 feet in length, is located on the southeast side of Whaler Island and helps protect the recreational boating parking lot and ramp.

CCHD is governed by a five-member elected Board of Commissioners. The Board of Commissioners serve four-year terms and appoint the Harbormaster who oversees the day-to-day operations and staff. Currently the District employs 11 full and part-time employees.

As part of its fiduciary duty, the CCHD is required to take reasonable steps to maintain the harbor to meet the needs of the people of the State and the provision of recreational and visitor-serving uses. Furthermore, the California Coastal Act emphasizes support for coastal-dependent uses (i.e., uses that must have a waterfront site in order to exist), and coastal related, visitor-serving, recreation, and commercial uses. Harbor District policies and programs that carry out

the administrative mandates of the State are encompassed in the Crescent City Harbor District Harbor Strategic Plan, the Del Norte County Local Coastal Program, and the Crescent City Local Coastal Plan for the Harbor Dependent and Harbor Related planning areas.

The existing roadway facilities, breakwaters, docks, and piers in the Harbor are facing increased closures, damage, and loss of service due to natural hazards.

Failures in sections of the breakwaters are endangering the safety of all harbor users and resulting sporadic closures of transportation corridors, causing employment disruption in the businesses and services which support the commercial fleet and tourism industry. Since their construction, the breakwaters have been subjected to the impacts of tsunamis, severe winter storms, and tidal surges. Total failure of any one of the breakwaters would irreparably damage the financial health of the Crescent City Harbor District, the City of Crescent City and Del Norte County.

There is historic precedent at the harbor for infrastructure failure. Over the past 80 years, thirty-nine tsunamis have been detected in the Harbor; four of which caused more than \$37 million in damage to the harbor. In 1964, the Alaskan earthquake triggered a tsunami that destroyed the Crescent City Harbor and killed 12 people. The breakwaters were built following that tsunami. In 2011, a tsunami caused by the Tohoku earthquake destroyed the commercial and recreational boat slips and docks in the Harbor. The physical and economic damage from those tsunamis was so severe they still impact the harbor area today.

In addition, nine disaster declarations have been declared from storm surges and flooding in the past 30 years, resulting in additional millions of dollars of damage. The harbor also suffers from regular coastal flooding often associated with the simultaneous occurrence of king tides, large waves, and storm surge, especially during the winter. These combined effects produce coastal flooding that causes additional inundation and associated damage due to the simultaneous nature of these events.

The Crescent City Harbor District (CCHD) is addressing their natural hazard vulnerabilities by 1) developing an armored and engineered harbor to improve the safety, efficiency, and reliability of the movement of goods into, out of, and within the port, and to 2) make operational improvements to improve port resilience.

This Hazard Mitigation Plan will assist the CCHD meet those goals.

1.2.2 Local Demographics

The Harbor is located in Census Tract 1.02, a historically disadvantaged and low-income community in an area of persistent poverty. The census tract has a Social Vulnerability Index, rating of 0.95, indicating a very high level of vulnerability. According to the Council on

Environmental Quality (CEQ) Climate and Economic Justice Screening Tool (CEJST), the low-income percentile for this census tract is 74, meaning the percent of people living equal to or below twice the poverty level is higher than 74% of the census tracts in the USA. 19 percent of adults in the census tract are unemployed. The percentile for unemployment for this census tract is 97, meaning the percent of unemployed people is higher than 97% of the census tracts in the USA. The Poverty percentile for this census tract is 88, meaning the share of people in households where income is at or below 100% of the Federal poverty level is higher than 63% of the census tracts in the USA. The project area is in the HPI Score (3.0) Tract 1.02, and has a 16.3 percentile rating, meaning that this Tract has healthier community conditions than only 16.3% of other California Tracts,

The Harbor District is in Federal Opportunity Zone number 06015000102. The median household income in the zone is approximately \$36,856, which is 32% less than Del Norte county, 55% less than the state of California, and 46% less than the nation. The percentage of households below the poverty line is 30%, which is 18 points higher than the 12% rate for the state of California. This Opportunity Zone has a median home value of approximately \$190,000, which is 67% lower than the median home value for the state of California of \$570,000.

1.2.3 Purposes for Planning

The Crescent City Harbor District Mission Statement is “The Crescent City Harbor District provides sustainable marine and shore-based commercial, economic, educational, and recreational opportunities for the benefit of the community.”

The CCHD core values are -

1. Be an economic driver for the community.
2. Be fiscally responsible with public assets.
3. Be a leader in the community.
4. Be a partner for the benefit of the community.

To help meet its mission statement and values, the CCHD has prepared an update to its hazard mitigation plan in compliance with the Code of Federal Regulations, which requires the plan to be updated every 5 years for a jurisdiction to be eligible to receive funding from FEMA.

The 2018 Del Norte County Operational Area Hazard Mitigation Plan was a countywide plan, which included separate chapters for each of the regions of the County, including the Harbor District. The 2018 plan, which was officially accepted by FEMA in 2019, has expired. The County of Del Norte is just beginning a multi-year county-wide hazard mitigation planning process, which the Crescent City Harbor District will participate in.

However, an update of the plan is needed immediately by the Crescent City Harbor District, especially for use of currently awarded FEMA funds.

1.3 Benefits of this Plan

All citizens and businesses of the Crescent City Harbor District Del Norte County are the ultimate beneficiaries of this hazard mitigation plan. The plan reduces risk for those who live in, work in, and visit the planning area. It provides a viable planning framework for all foreseeable natural hazards. The plan's goals and recommendations can lay groundwork for the development and implementation of local mitigation activities and partnerships.

1.4 Mitigation Goals and Objectives

The guiding principle used in selecting actions contained in this plan update: Reduce the vulnerability to natural hazards in order to protect the health, safety, welfare and economy of the Crescent City Harbor District.

Mitigation Goals

1. Save and protect lives from the impact of hazards.
2. Protect the environment.
3. Protect property from the impact of hazards.
4. Maintain economic viability after a disaster event.
5. Promote efficient use of public funds.
6. The effectiveness of a mitigation strategy is assessed by determining how well these goals are achieved.

Objectives

Each selected objective meets multiple goals, serving as a stand-alone measurement of the effectiveness of a mitigation action, rather than as a subset of a goal. The objectives also are used to help establish the mitigation priorities of this plan. The objectives are as follows:

1. Consider the impacts of hazards in all planning mechanisms that address current and future land uses within the Crescent City Harbor District.
2. Pursue implementation of all feasible measures that reduce the risk exposure and promote the adaptive capacity of public and private property within Del Norte County.
3. Seek mitigation projects that provide the highest degree of hazard protection in a cost-effective manner.
4. Address identified/known repetitive losses within the planning area.
5. Increase resilience and the continuity of operations of identified critical facilities within the Harbor District.

6. Consider codes that require new construction to consider the impacts of hazards.
7. Utilize the best available data, science, and technologies to improve understanding of the location and potential impacts of hazards, the vulnerability of building types, community development patterns, and the measures needed to protect life safety.
8. Enhance emergency management capability within the planning area.
9. Sustain reliable local emergency operations and facilities before, during and after a disaster.
10. Inform the public on the hazard risk exposure and ways to increase the public's capability and adaptive capacity to prepare for, respond to, recover from, and mitigate the impacts of natural-hazard events.

2. DOCUMENTATION OF PLANNING PROCESS

2.1 Public Comment and Involvement in Plan Development

The 2024 Crescent City Harbor Hazard Mitigation Plan is a public document. Preparation of the plan included the opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.

Crescent City Harbor District hired a consulting team to review the 2018 Hazard Mitigation Plan to identify elements of that plan to carry forward into the 2024 Crescent City Harbor Hazard Mitigation Plan.

The 2018 Hazard Mitigation Plan had extensive public hearings that occurred for a year throughout the County and in the Harbor.

The 2024 Plan update team 1) reviewed the 2018 plan; 2) all Harbor and County plans which have been created since that time, 3) current state and federal plans that cover the Harbor District; 4) work presently going on in the harbor, 5) interviewed Harbor staff about planned and priority projects and 6) solicited public input.

For the 2024 update, the planning team held a series of public meetings from September 2023 to March 2024 collecting public input on future harbor infrastructure which could be designed to mitigate hazards. At those meetings elements from the 2018 Hazard Mitigation Plan were presented to get comments, on including:

- Sea-Level Rise Mitigation Plans and Structure Elevation program.
- Replacement of the seawall.
- Repair, retrofit or replacement Citizens' Dock.
- Repair, retrofit or replacement of the breakwaters.
- Repair, retrofit or replacement of the other piers in the harbor.

A website was created for the draft plan, which was promoted through social media and multiple media releases.

The draft plan had input from the CCHD management team and CCHD Board of Harbor Commissioners.

The planning team assembled a final document to meet federal hazard mitigation planning requirements.

2.1.1. Key Public Comment Dates and Activities

September 2023: Public meetings held to discuss replacement of harbor infrastructure.

March 19, 2024: Crescent City Board of Harbor Commissioners - reviews draft plan - Open the public hearing process.

March 19, 2024: Draft Plan placed online on the Harbor's website for community review. Start of the social media campaign soliciting public input on the plan. Press releases sent to local media about the process.

March 19, 2024: - Hold public meeting - topics of discussion included the need for hazard mitigation in the harbor, needed harbor infrastructure contained in the hazard mitigation plan and the elements of the Hazard Mitigation plan.

April 2, the Crescent City Board of Harbor Commissioners hold a second public hearing on the Hazard Mitigation Plan

April 16, the Crescent City Board of Harbor Commissioners adopts plan.

Week of April 22 - Plan sent to FEMA for review and approval.

2.2 Staff and Local Stakeholder Involvement in Plan Development

The Crescent City Harbor District Hazard Mitigation Plan was developed with input from staff and local stakeholders. The Crescent City Harbor District Board of Commissioners and the Harbor management team reviewed the 2018 Plan and shared events and situations that had arisen since the development of that plan. The 2024 draft plan was discussed at public meetings held at the Harbor District and input was given which is incorporated into the final plan.

A draft of the 2024 Hazard Mitigation plan was given to following regional and local Stakeholders to review and comment on:

- California Office of Emergency Services
- FEMA Region IX, Lead Community Planner
- U.S. Geological Survey, Science Advisor
- California Department of Transportation, Director-District 1
- Bureau of Land Management, Tribal Relations
- California Department of Forestry and Fire Protection, Resource Management Division
- The Yurok Tribe
- Resighini Rancheria
- Smith River Rancheria
- The Elk Valley Rancheria

- The County of Del Norte, Office of Emergency Services
- The County of Del Norte
- The City of Crescent City
- Del Norte Local Agency Formation Commission
- Crescent Fire Protection District

All the agencies listed above were provided an opportunity to review and comment on this plan, primarily through the hazard mitigation plan website. All were sent an e-mail message informing them that draft portions of the plan were available for review. Upon completion of a public comment period, a complete draft plan was sent to the California Office of Emergency Services for a pre-adoption review to ensure program compliance.

Some of the above agencies were met with because of their regulatory or connection to the Harbor District. These included the following:

- The County of Del Norte, Office of Emergency Services — A local and regional agency involved in hazard mitigation activities. Their mission includes mitigate the impacts of future disasters by incorporating emergency management concepts and risk analysis into future planning efforts and infrastructure design.
- The County of Del Norte — A local and regional agency that has authority to regulate development.
- The Elk Valley Rancheria — A local Tribe which owns land adjacent to the Crescent City Harbor District and is involved in planning processes adjacent to the Harbor District.
- The City of Crescent City — A local neighboring government and an agency that has authority to regulate development adjacent to the Harbor District.
- Del Norte Local Agency Formation Commission — A local and regional agency involved in planning and regulating existing and future public services, including those in the Crescent City Harbor District

Local businesses in the Harbor were also given the draft plan and invited to the public meetings.

2.3 Existing Reports, Plans, Regulatory Tools and Other Resources

Hazard mitigation planning must include review and incorporation, if appropriate, of existing plans, studies, reports, and technical information

The plan team relied heavily on the information in the 2018 Hazard Mitigation Plan in preparing this plan. All the relevant federal and state agencies' programs and regulations identified in the 2018 plan were reviewed for relevance and the majority were incorporated into this plan. (see Appendix A for list).

Report, plans, and regulatory mechanisms that were published since the 2018 plan were also reviewed to provide information for this plan. These include:

- **Hazard Mitigation Plan Development Tool-kit** —The toolkit was used to support the development of this plan including past hazard events, noted vulnerabilities, risk ranking and action development.
- Ben C. Gerwick Engineering study and predictive modeling for tsunami flow in Inner Boat Basin of the Crescent City Harbor— Used to aid in the identification of mitigation actions regarding future tsunamis.
- Cal Poly Humboldt: Redwood Coast Tsunami Work Group: You live in Earthquake County — Used to aid in the identification of earthquakes as local Hazard.
- **CCHD Sea Level Rise Assessment (AB691)** — Used to aid in the identification of mitigation actions regarding future sea level rise.
- **California Ocean Protection Council: Sea Level Rise -Guidance-DRAFT-Jan-2024** — Used to aid in the identification of mitigation actions regarding future sea level rise.
- Climate Central: Sea Level Rise and Coastal Flood Risk (Summary for Del Norte County — Used to aid in the identification of mitigation actions regarding future flooding.
- **CCHD Municipal Service Review and Sphere of Influence Update** — Used to aid in the identification of mitigation actions to lessen impacts on infrastructure.
- **Crescent City Economic Development Strategic Action Plan** — Used to aid in the identification of mitigation actions on infrastructure and business.
- **Del Norte County Comprehensive Economic Development Strategic Plan** — Used to aid in the identification of mitigation actions on infrastructure and business.

The Harbor planning team also looked at other available data and hazard projections to enhance the update to the plan. The updated California Geological Service Inundation maps, the California Geological Service Tsunami Hazard Map Area and the FEMA National Flood Layer Maps were analyzed and discussed, and the findings were incorporated into this plan.

3. RISK ASSESSMENT

Risk assessment is the process of estimating the potential loss of life, personal injury, economic injury, and property damage resulting from identified hazards.

The Hazard Mitigation Plan requirements are a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

The risk assessment must include:

- Hazard identification—Use all available information to determine what types of hazards may affect a jurisdiction, how often they can occur, and their potential severity.
- Exposure identification—Estimate the total number of people and properties in the jurisdiction that are likely to experience a hazard event if it occurs.
- Vulnerability identification and loss estimation—Assess the impact of hazard events on the people, property, environment, economy, and lands of the region, including estimates of the cost of potential damage or cost that can be avoided by mitigation.

This section of the plan will look at all those items.

3.1 Jurisdiction-Specific Natural Hazard Event History

Table 3.1 identifies some of the past occurrences of natural hazards for which specific damage was recorded in the Crescent City Harbor District in the past 60 years. Some of these hazard events caused damage throughout the entire Harbor District, some just damaged portions of the Harbor District. All resulted in economic loss to the Harbor District and impacts to users of the Harbor.

Type of Event	FEMA Disaster # (if applicable)	Date	Damage Assessment
Severe winter storms	N/A	1/1/24	Estimate not available
Severe Storm	DR-4699	4/3/23	\$150,000
Flood	DR-3592	3/10/23	Estimate not available
Flood	DR-4683	1/14/23	\$7,000,000
Fire	DR-4569	10/16/20	Estimate not available
Severe Storm	DR-4434	5/17/19	\$200,000

Severe storm, flooding, wind	DR-4308	2/2017	\$95,000
Tsunami	DR-1968	3/11/2011	\$24,735,332
Severe winter storms	N/A	1/1/2008	\$150,000
Tsunami	N/A	11/15/2006	\$28,222,299
Severe storms, flooding, landslides	DR-1628	2/3/2006	\$3,000,000
El Nino floods	DR-1203	2/9/1998	Estimate not available
Fishing losses (El Nino effect)	FDR-1038	9/20/1994	Estimate not available
Earthquake	DR-943	4/25/1992	Estimate not available
Wildland fire (lightning)	GP-1987	9/10/1987	Estimate not available
Severe Storms, Flooding	DR-329	4/5/1972	Estimate not available
Tsunami	DR-169	3/31/1964	Estimate not available

3.1.1 Hazard Risk Ranking

The 2018 ranking process involved an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy.

The 2024 planning team reviewed the current impact area tools from FEMA and other agencies to determine impacts of earthquakes, floods, tsunami and sea level rise on the project area. (Maps of those results are in Appendix B).

For this plan, the team considered the full range of natural hazards that could affect the planning area and then listed hazards that present the greatest concern.

Two types of events are not directly reflected on the natural event charts, but studies and data show that the probability is high they will occur, so they are included in the Hazard Risk Ranking: earthquakes and sea level rise.

To determine the impacts of sea level rise on the District, documents reviewed and included the following: CCHD Sea Level Rise Assessment (AB691); California Ocean Protection Council: Sea Level Rise -Guidance-DRAFT-Jan-2024 and Climate Central: Sea Level Rise and Coastal Flood Risk (Summary for Del Norte County). Each of the documents show that sea level rise will be an increasing hazard impacting the Crescent City Harbor District.

The planning team reranked the hazards based on the historical record of hazard damage in the Harbor. In addition, based on recent hazards, the team modified the ranking to include Wildland Fire.

The 2023 Smith River Complex Fire had a severe impact on the Harbor and the businesses in the Harbor. The fire caused a week of no power, and then several weeks of power provided by generators. The lack of power disrupted normal business operations in a variety of ways and led to a large decrease in revenue for the Harbor District and local businesses.

Table 3-2 presents a list of all hazards of concern for the Crescent City Harbor District.

Table 3.2. Hazard Risk Ranking		
Rank	Hazard Type	Category
1	Tsunami	High
2	Severe Weather	High
3	Flooding	High
4	Wildland Fire	Medium
5	Earthquake	Medium
6	Sea Level Rise	Medium
Tsunami - based on past tsunami events and possible tsunami events		
Severe Weather - based on past events and possible events		
Flooding - based on past events and possible events		
Wildland Fire - based on past events and possible events		
Earthquake - based on past regional events and future scenarios		
Sea Level Rise - based on 4 feet of sea level rise		

3.2 Jurisdiction Specific Vulnerabilities

This section provides information about the specific hazard vulnerabilities for the jurisdiction based on historical impacts and data which shows potential future impacts on the Harbor.

Facilities in the Harbor District can be divided into two categories: Critical facilities and infrastructure essential to the health and welfare of the population and noncritical facilities.

Critical facilities are typically defined to include police and fire stations, schools, and emergency operations centers. Critical infrastructure can include the roads and bridges that provide ingress and egress and allow emergency vehicles access to those in need and the utilities that provide water, electricity and communication services to the community.

Critical facilities in The Harbor District include the harbor office, the harbor maintenance buildings and the management team office. Critical infrastructure in the Harbor District includes

the breakwaters and seawalls, which protect the harbor, but also U.S. Highway 101 as it fronts along the harbor district. It also includes the harbor roads and Citizen's Dock.

There are approximately 24 buildings in the harbor, which are a mix of retail, commercial and office use. More than a hundred people work in those buildings and hundreds more visit them each day. There are estimated to be between 45 and 200 RVs in the planning area, depending upon the time of year. All the RVs are residential use and may have multiple people staying in them. In addition, there are approximately 100 boats which moor in the harbor on a daily basis. Depending on the time of day, many of those boats may have 1-5 people on them.

The risk assessments in this plan describe the risks associated with each identified hazard of concern. The potential impacts from those have been identified based on a review of the results of the risk assessment, public involvement strategy, historical data, and data projections included in sea level rise studies.

To protect individual privacy and the security of critical facilities, information on properties assessed is presented in aggregate, without details about specific individual personal or public properties.

3.2.1 Tsunami

3.2.1.1 General Background

Tsunamis can be induced by earthquakes, landslides and submarine volcanic explosions. At the shoreline, tsunamis may take the form of a fast-rising tide, a cresting wave, or a bore (a large, turbulent wall-like wave). The bore phenomenon resembles a step-like change in the water level that advances rapidly (from 10 to 60 miles per hour). The first wave is usually followed by several larger and more destructive waves. The configuration of the coastline, the shape of the ocean floor, and the characteristics of advancing waves play important roles in the destructiveness of the waves.

The Crescent City Harbor District is thought to be the most prone tsunami location in the United States.

3.2.1.2 Hazard Profile - Past Events

Previous tsunamis have caused significant damage to Harbor District facilities and operations, including:

- Destruction of the commercial boat basin
- Destruction of commercial fishing docks
- Destruction of boats in the harbor

- Destruction of the recreation docks
- Destruction of boat ramp
- Destruction of buildings
- Destruction of recreational vehicles
- Destruction of private cars and harbor vehicles
- Disruption of electricity and water service

In addition, visitors may not be aware of appropriate responses in the event of a tsunami warning, which could lead to injuries and loss of life.

3.2.1.3 Frequency

The Global Historical Tsunami Database lists 40 tsunami events recorded in the planning area between 1938 and 2023.

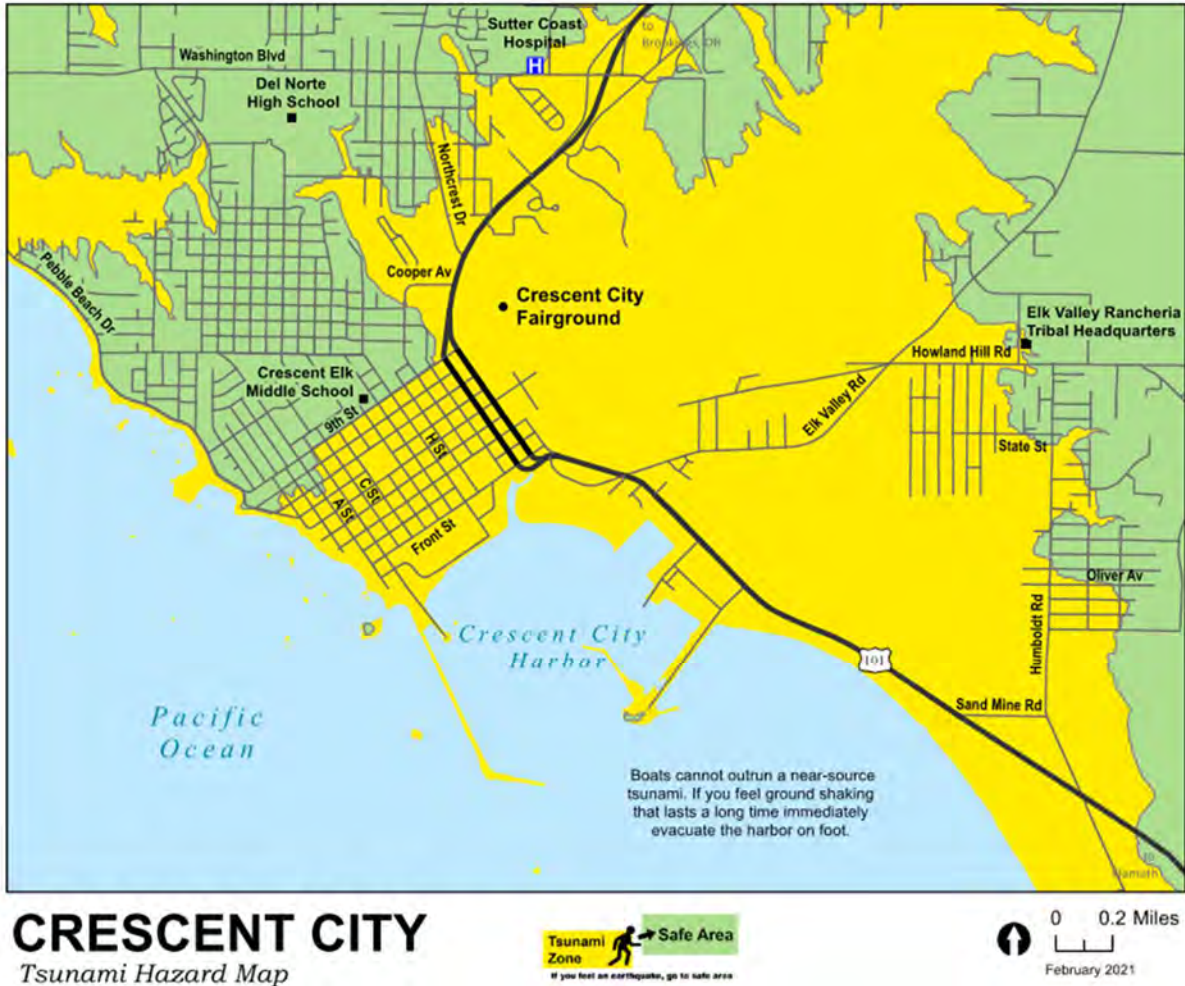
The two most significant Tsunamis:

1964 Alaska Earthquake Tsunami—The 1964 tsunami event generated by the magnitude-9.2 Alaska earthquake resulted in the most fatalities. Tsunami waves reached Crescent City at heights of more than 20 feet and inundated 29 city blocks. Four waves were associated with this event. Much of the non-permanent infrastructure in the Harbor was destroyed.

2011 Japan Earthquake Tsunami—An 8-foot swell of water destroyed docks and boats in the harbor. The commercial boat basin was destroyed and had to be completely rebuilt. The recreational boat docks were destroyed and have not been replaced in the inner boat basin. The replacement value of infrastructure and property destroyed exceeded \$30 million.

3.2.1.4 Exposure and Vulnerability

Diagram 3-1 shows the Tsunami Inundation Zone for the Crescent City Harbor and surrounding areas.



3.2.1.5 Population

The entire population of the planning area is potentially exposed to some degree to direct damage from tsunamis or indirect impacts such as business interruption, road closures, loss of function of utilities and damage of critical infrastructure which protects the harbor area. Short term and long-term residents staying in the harbor could be vulnerable to tsunami hazards and could suffer both short- and long-term effects. Those working in the harbor are also potentially exposed to some degree of hazard from tsunamis.

3.2.1.6 Property

All property in the Harbor District is considered vulnerable to tsunami hazards.

3.2.1.7 Critical Facilities and Infrastructure

Since the entire planning area has exposure to tsunamis, all critical facilities and infrastructure components are exposed.

The inner basin docks were replaced in 2012 with piles that account for a tsunami surge elevation of 7.5 feet. The Harbor is currently seeking funding to armor the rest of the harbor infrastructure to those standards.

3.2.1.8 Environment

The entire Harbor District is exposed to tsunami hazards, including all natural resources, habitat and wildlife.

3.2.1.9 Future Development Trends

The County general plans include policies regarding construction in tsunami hazard areas. The County requires construction in low-lying coastal areas or in the zone of possible tsunami runup to be designed in accordance with the requirements of the County Flood Hazard Ordinance (Del Norte County, 2003). The Crescent City Harbor District will follow the County general plan for new construction in the Harbor.

3.2.1.10 Scenario

The worst-case scenario for the planning area is a local tsunami event triggered by a seismic event along the Cascadia subduction zone. Historical records suggest that tsunami wave heights on the order of 15 to 60 feet could be generated by a Cascadia subduction event. A major tsunami event in the region would have devastating impacts on the people, property and economy of the Harbor District and the rest of Del Norte County.

3.2.1.11 Issues

Important issues associated with a tsunami in the planning area include the following:

- A local tsunami presents the highest risk to the planning area, as evacuation times may be extremely limited.
- The loss of harbor and dock facilities after an earthquake would have significant impacts on the local economy.
- As tsunami warning technologies evolve, the tsunami warning capability within the planning area will need to be enhanced to provide the highest degree of warning to planning partners with tsunami risk exposure.

- With the possibility of climate change, the issue of sea level rise may become an important consideration as probable tsunami inundation areas are identified through future studies.
- Special attention will need to be focused on the vulnerable communities and tourists in the tsunami zone and on hazard mitigation through public education and outreach.

3.2.2 Severe Weather

3.2.2.1 General Background

Severe Weather, which includes a mix of heavy rain and wind, often combined with large waves, has had impacts on the Harbor and will continue to do so in the future.

3.2.2.2 Hazard Profile - Past Events

Previous Severe Weather events have caused significant damage to Harbor District facilities and operations, including:

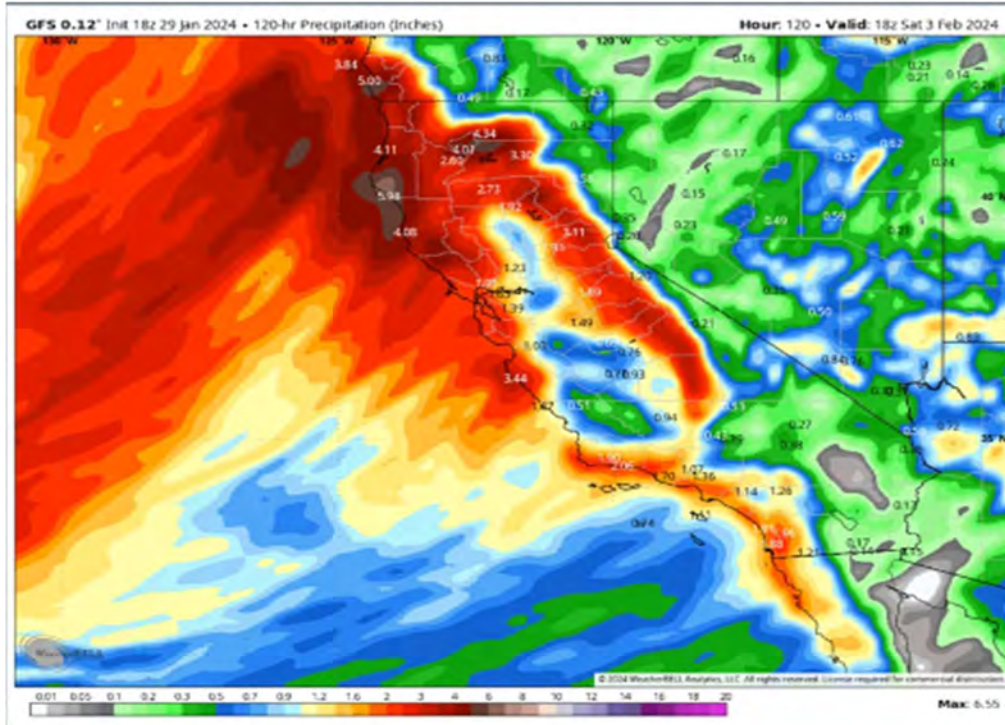
- Damage to Harbor infrastructure, including breakwaters.
- Damage to buildings.
- Flooding.
- Closure of roads due to high water and debris.
- Power outages.

3.2.2.3 Frequency

There have been 23 recorded severe weather events in the planning area since 1958. Severe winter storm events have occurred nine times, with an average recurrence rate of eight to nine years. Damaging winds events have occurred 16 times, with an average recurrence rate of every three to four years. In the planning area, there are an average of five thunderstorm days per year. The probability of a severe weather event impacting the planning area is high.

3.2.2.4 Exposure and Vulnerability

Diagram 3-2 is of satellite imagery of the February 3, 2024, storm which brought heavy rains, winds, and some flooding to the Crescent City Harbor District. As can be seen, severe weather impacts both the planning area and the entire region simultaneously.



3.2.2.5 Population

The entire population of the planning area is potentially exposed to some degree to direct damage from severe weather hazards. The most common problems associated with severe weather events are immobility, closure of roads, and loss of utilities. However, damage of critical infrastructure which protects the harbor, has and can also occur. Short term and long-term residents staying in the harbor could be vulnerable to severe weather hazards and could suffer both short- and long-term effects. Those working in the harbor are also potentially exposed to some degree of hazard from severe weather hazard.

3.2.2.6 Property

All property in the Harbor District is vulnerable during severe weather events, but properties in poor condition or in particularly vulnerable locations may risk the most damage. This could include damage from wind, rain, or flooding.

3.2.2.7 Critical Facilities and Infrastructure

Since the entire planning area has exposure to severe weather, all critical facilities and infrastructure components are exposed to severe weather hazards, including power, water and phone service, roads, and breakwaters.

3.2.2.8 Environment

The entire planning area is exposed to the severe weather, including all natural resources, habitat and wildlife.

3.2.2.9 Future Development Trends

All future development will be affected by severe weather events. The ability to withstand impacts lies in sound land use practices and consistent enforcement of codes and regulations for new construction. The local planning partners have adopted the International Building Code in response to California mandates. This code is equipped to deal with the impacts of severe weather events. Land use policies identified in general plans within the planning area also address many of the secondary impacts (flood and landslide) of the severe weather hazard. With these tools, the planning partners are well equipped to deal with future growth and the associated impacts of severe weather.

3.2.2.10 Scenario

A worst-case severe-weather event would involve prolonged high winds during a winter storm with large amounts of precipitation after soils are already saturated. Such an event would have both short-term and long-term effects. Road in and adjacent to the Harbor could experience limited ingress and egress. Prolonged rain could produce flooding further obstructing roads and isolating the Harbor. residents.

3.2.2.11 Issues

Important issues associated with severe weather in the planning area include the following:

- Older building stock in the planning area could be highly vulnerable to severe weather events such as damaging winds.
- Power outages could cause significant communication disruption.
- Transportation routes in the planning area are limited. If severe weather results in road closures, there could be delays in response and recovery.

3.2.3 Flooding

3.2.3.1. General Background

The Crescent City Harbor District is susceptible to both coastal flooding and riverine flooding from the several creeks that are adjacent or flow across Harbor District lands.

Flooding along the Harbor District is often associated with the simultaneous occurrence of very high tides, large waves, and storm swells during the winter. Storm centers from the southwest

produce the type of storm pattern most commonly responsible for serious coastal flooding. The strong winds and high tides that create storm surges are also accompanied by heavy rains. In some instances, high tides block river flow, which causes flooding at the river mouths.

Flooding on Elk Creek and its recognized floodplain is caused by a combination of excess runoff and tidal action. Excess runoff is caused by heavy rainfall and tidal action is caused by wind, waves and tsunamis. Flooding history on Elk Creek indicates that tidal action has been the principal cause of flooding.

3.2.3.2 Hazard Profile - Past Events

Flooding has, and can have the following impacts on the Harbor:

- Flood debris flowing down Elk Creek can block Marina entrance and pollutants in flood waters can jeopardize the health of marine mammals and fish stock.
- Flooding of Anchor Way blocks critical infrastructure located on Whaler Island.
- Flooding debris must be cleared and disposed of before roads are reopened.

3.2.3.3 Frequency

Flooding has been extensively documented by gage records, high water marks, damage surveys and personal accounts. Flooding events occur almost annually in the Harbor District. Floods large enough to trigger either a national or state disaster declaration have occurred at the rate of at least once per decade since the 1960s.

January 2006 Flood Event

The year began with a New Years' weekend storm pummeling Del Norte County, damaging the Crescent City harbor, flooding Klamath, and closing Highways 101 and 169. Damage in the Harbor exceeded \$1 million. December 20

December 2016 Flood Event

A strong atmospheric river brought widespread rainfall to Northwest California in mid-December causing flooding and damage in the harbor.

December 2022 -January 2023 Flood Event

The year ended and began with a weeklong storm along the entire California Coast, resulting in a national disaster declaration. The flooding accompanied by high seas damaged critical pieces of Harbor infrastructure: the Whaler Island groin, the Anchor Way Breakwater and Anchor Way road. CCHD has applied for disaster funds to fix those pieces of key infrastructure.

3.2.3.4 Exposure and Vulnerability

Diagram 3-3 shows the high tide coastal flooding area for the Crescent City Harbor District.



3.2.3.5 Population

The entire population of the planning area is potentially exposed to some degree to direct damage from flooding or indirect impacts such as business interruption, road closures, loss of function of utilities and damage of critical infrastructure which projects the harbor area. Short term and long-term residents staying in the harbor could be vulnerable to flooding hazards and could suffer both short and long term effects. Those working in the harbor are also potentially exposed to some degree of hazard from flooding.

3.2.3.6 Property

All property in the Harbor District is considered vulnerable to flooding hazards.

The Harbor District contains no NFIP insured structures, which have been repetitively damaged by floods.

Using floods from the past 40 years as guides for the potential dollar losses to vulnerable structures in the harbor results in the following estimates for mild, extreme and catastrophic flooding scenarios.

Flood Scenario Chart			
Scenario	Low Cost	Mid Cost	High Cost
Mild Flooding	\$ -	\$ 500,000	\$ 1,000,000
Extreme Flooding	\$ 500,000	\$ 1,000,000	\$ 5,000,000
Catastrophic flooding	\$ 1,000,000	\$ 5,000,000	\$ 10,000,000
Mild Flooding - based on a flood that is not declared a disaster			
Extreme Flooding - based on the 2022/2023 flood scenario			
Catastrophic flooding - based on the 1964 flood scenario			

3.2.3.7 Critical Facilities and Infrastructure

Since the entire planning area has exposure to flooding hazards, all critical facilities and infrastructure components are exposed, especially roads.

3.2.3.8 Environment

The entire planning area is exposed to flooding hazard, including all natural resources, habitat and wildlife.

3.2.3.9 Future Development Trends

Expected development trends in the Crescent City Harbor District will be undertaken with efforts to minimize damage from future flooding.

3.2.3.10 Scenario

The coastal area and the river systems flood at irregular intervals, but generally in response to a succession of intense winter rainstorms occurring between early November and late March. The worst-case scenario is a series of storms that flood numerous drainage basins in a short time. This would overwhelm Harbor and County response. Major roads would be blocked, preventing critical access for many residents and critical functions. High river flows could cause rivers to scour, possibly washing out roads and creating more isolation problems. In the case of multi-basin flooding, the County and Caltrans may not be able to make repairs quickly enough to restore critical facilities and infrastructure.

3.2.3.11 Issues

The following flood-related issues are relevant to the planning area:

- Many properties and facilities in the Harbor are susceptible to flooding hazards.
- The District needs to review the NFIP program.

3.2.4 Wildland Fire

3.2.4.1 General Background

A wildland fire is any uncontrolled fire on undeveloped land that requires fire suppression. Natural resource lands, primarily forestlands, surround many unincorporated communities in Del Norte County. 239 wildland fires burned in Del Norte County between 1909 and 2023. 19 of those fires exceed 3,000 acres.

3.2.4.2 Hazard Profile - Past Events

A wildland fire in Del Norte County would not cause direct damage to the Harbor. However, in the past wildland fires have had severe impacts on the harbor including:

- Loss of electrical power for several weeks.
- Closure of businesses.
- Disruption of harbor operations.
- Decreased revenue to Harbor District and Harbor businesses.
- Exposure to smoke, making it difficult to breathe.

3.2.4.3 Frequency

The overall probability of some wildland fire event impacting Del Norte County is high. There is an average of 2 fires per year and the range is 0 to 17 fires per year.

Smith River Complex fire (2023)

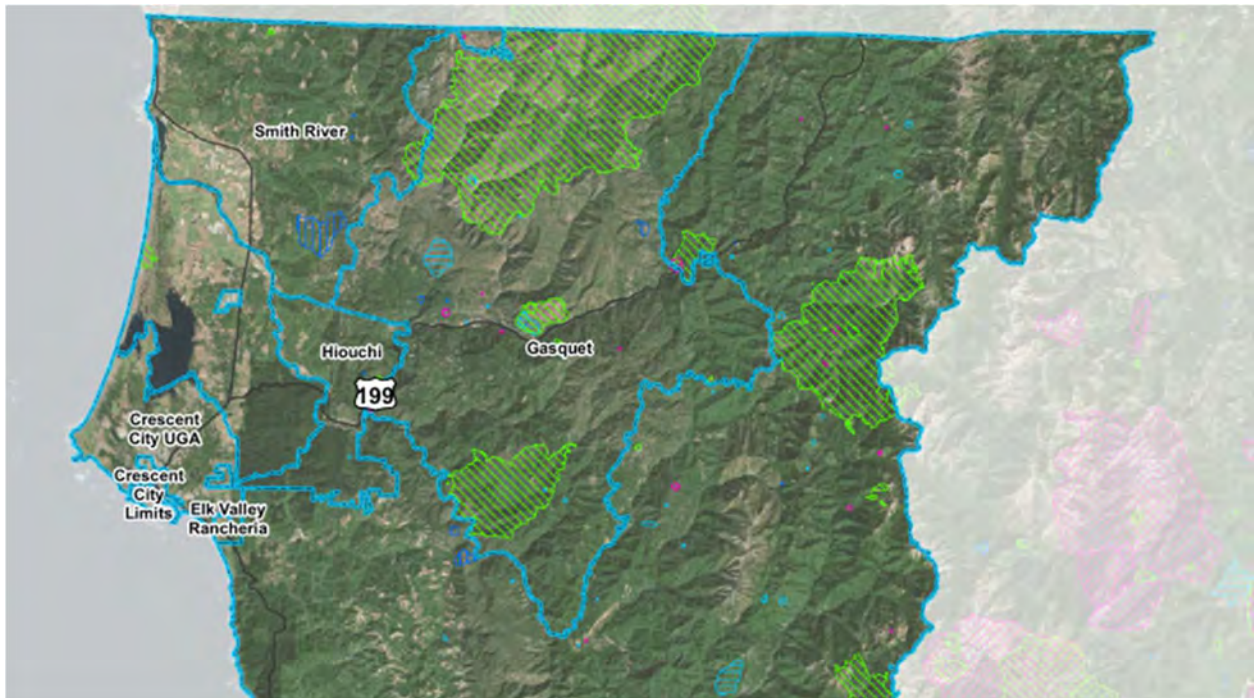
This fire burned 95,107 acres and caused disruption in power to the Harbor for 5 days then intermittently for the next three weeks. The almost one month-long closure of Highway 199 disrupted freight travel to and from the harbor impacting the commercial fishing industry and restaurants in the harbor.

Biscuit Fire (2002)

This fire burned over 500,000 acres and caused disruption in power to the Harbor for more than a week and then intermittently for almost a month. The on and off again closure of Highway 199 during a two month period disrupted freight travel to and from the harbor impacting the commercial fishing industry and restaurants in the harbor.

3.2.4.4 Exposure and Vulnerability

Diagram 3-4 shows historical wildland fire perimeters in Del Norte County. Though the fires themselves have not directly threatened structures in the Crescent City Harbor District, secondhand impacts from the fires have disrupted operations at the harbor.



3.2.4.5 Population

The entire population of the planning area is potentially exposed to some degree of electrical infrastructure disruption from wildland fires that damage the electrical infrastructure in other parts of Del Norte County. This could include direct damage, like loss of refrigerated and frozen food and business closures, to indirect impacts such as business interruption. They are also exposed to smoke making it difficult to breathe.

3.2.4.6 Property

All properties in the harbor are exposed to impacts of wildland fires including loss of electricity for weeks at a time.

3.2.4.7 Critical Facilities and Infrastructure

The entire planning area has exposure to the secondary impacts of wildland fire hazards. The Harbors' critical facilities and electricity and harbor operations can be impacted. However, most

of the Harbor's critical infrastructure does not rely on electricity to work, so exposure would be short term for each occurrence.

3.2.4.8 Environment

There is minimal direct exposure to wildland fire hazard for the natural resources, habitat, and wildlife of the Harbor. There may be impacts from secondary impact exposure.

3.2.4.9 Future Development Trends

Wildland fires will continue to be an issue in the wilderness areas of Del Norte County. Development in the Harbor will need to consider times of intermittent power and plan for those outages.

3.2.4.10 Scenario

Worst case scenario is a wildfire would destroy miles of the utility infrastructure along Highway 199, making power outages and interruptions occur for months.

3.2.4.11 Issues

Though the Crescent City Harbor District is not directly threatened by wildland fires, disruption in electricity and goods and services caused by wildfires, makes the Harbor vulnerable to the impacts of wildfire.

- Harbor District should explore its own power infrastructure opportunities.

3.2.5 Earthquake

3.2.5.1 General Background

All areas of Northern California have experienced earthquakes in the past and will do so again in the future. In the past 150 years, nearly 40 earthquakes of magnitude 6 or larger have affected Northern California. The Cascadia Subduction Zone stretches underneath the Humboldt-Del Norte county region, extending from Cape Mendocino all the way up through the Pacific Northwest. This fault zone is capable of generating a magnitude 9 (or larger) earthquake on average every 500 years. The last such event was in 1700.

Data show that partial ruptures on the southern half of the Cascadia Seismic Zone (which extends into Northern California) have historically generated earthquakes with magnitude 8 or greater. On December 20, 2022, a magnitude 6.4 quake struck a few miles off the coast of

Humboldt County, followed by at least a dozen smaller aftershocks. Very large earthquakes occurring close to the coast could cause damaging levels of ground shaking and tsunami waves.

3.2.5.2 Hazard Profile - Past Events

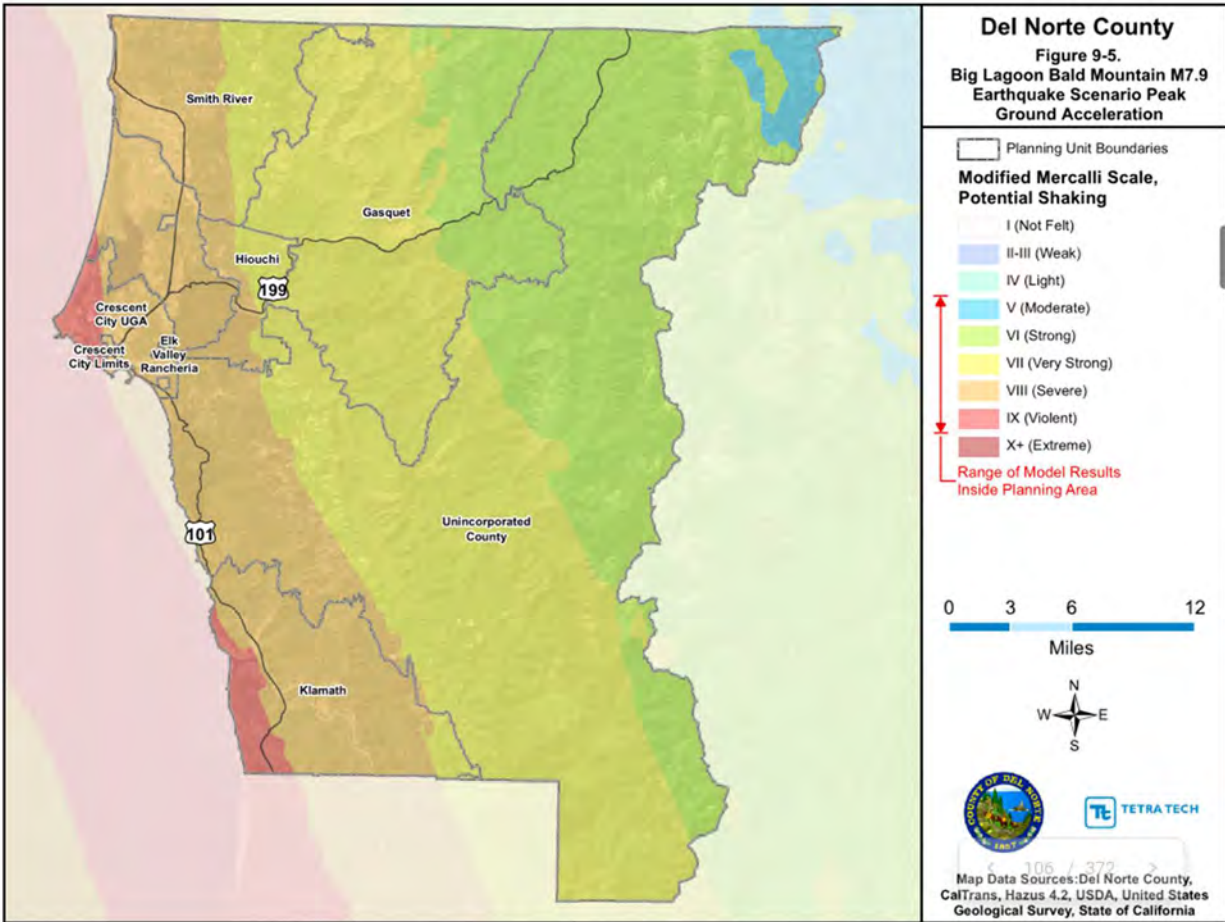
The CCHD has not experienced an earthquake event that has resulted in a federal disaster declaration. However, the 7.2 Cape Mendocino event, which struck on April 25, 1992, and the December 20, 2022, Humboldt quake, with a magnitude 6.4, were both felt in the harbor.

3.2.5.3 Frequency

Del Norte County is susceptible to regular earthquake activity, as evidenced by the five seismic events with a magnitude of 5.5 or higher experienced from 2000 through 2018 (see Table 9-3). Since 2000, the planning area has been impacted by a magnitude 5.5 or greater event every 3.6 years, on average.

3.2.5.4 Exposure and Vulnerability

Diagram 9-5 is from the 2018 Hazard Mitigation Plan and shows impacts in Del Norte County, Crescent City and the Crescent City Harbor District from a 7.9 earthquake in Big Lagoon / Bald Mountain area of Humboldt County.



3.2.5.5 Population

The entire population of the planning area is potentially exposed to some degree to direct damage from earthquakes or indirect impacts such as business interruption, road closures, loss of function of utilities and damage to critical infrastructure which projects the harbor area. Short term and long-term residents staying in the harbor could be vulnerable to earthquakes and could suffer both short and long term effects. Those working in the harbor are also potentially exposed to some degree of hazard from earthquakes.

3.2.5.6 Property

All property in the Harbor District is considered vulnerable to earthquake hazards.

3.2.5.7 Critical Facilities and Infrastructure

Since the entire planning area has exposure to the earthquake hazard, all critical facilities and infrastructure components are exposed. This includes roads, utility infrastructures, breakwaters and docks.

3.2.5.8 Environment

The entire planning area is exposed to earthquake hazard, including all natural resources, habitat and wildlife.

3.2.5.9 Future Development Trends

Land use in the planning area will be directed by general plans adopted under California's General Planning Law. The safety elements of the general plans establish standards and plans for the protection of the community from hazards, including seismic hazards.

3.2.5.10 Scenario

Based on history and geology, the Del Norte County planning area will be frequently impacted by earthquakes. The worst-case scenario is a higher-magnitude event (7.5 or higher) with an epicenter within 50 miles of Del Norte County. Earthquakes of this magnitude or higher could lead to massive structural failure of property on soils prone to liquefaction. Building and road foundations would lose load-bearing strength. An earthquake event of this magnitude located off the coast could cause a significant local tsunami that would further damage structures and jeopardize lives.

3.2.5.11 Issues

Important issues associated with an earthquake include the following:

- A large percentage of the planning area is located on NEHRP D soils, which is prone to liquefaction. Structures on these soils may experience significant structural damage; however, this threat is unknown as liquefaction susceptibility maps have not been developed.
- Damage to road systems in the planning area after an earthquake has the potential to significantly disrupt response and recovery efforts and lead to isolation of populations.
- Earthquakes can cause conflagration of wooden homes and collapse of essential buildings such as fire stations.
- Landslides and tsunamis are major natural secondary hazards that could have a widespread effect on the county.
- Citizens are expected to be self-sufficient up to two weeks after a major earthquake without government response agencies, utilities, private-sector services, and infrastructure components. Education programs are currently in place to facilitate development of individual, family, neighborhood, and business earthquake preparedness. It takes individuals, families, and communities working in concert with one another to truly be prepared for disaster.

- After a major seismic event, Del Norte County is likely to experience disruptions in the flow of goods and services resulting from the destruction of major transportation infrastructure across the broader region.

3.2.6 Sea Level Rise

3.2.6.1 General Background

Sea levels have been rising over the past several decades and are expected to continue to rise. Sea level rise is mostly attributed to two factors: the expansion of water as it warms (thermal expansion) and the melting of ice sheets and glaciers. As average ocean temperatures continue to increase, thermal expansion will continue and can be projected with some degree of certainty. Less certain is how quickly ice sheets will melt, accounting for most of the uncertainty in projections.

3.2.6.2 Hazard Profile - Past Events

The physical impacts of sea level rise include inundation, flooding, increasing shoreline erosion, larger tidal prisms, wave heights and force, saltwater intrusion, and changes in sedimentation and littoral drift patterns.

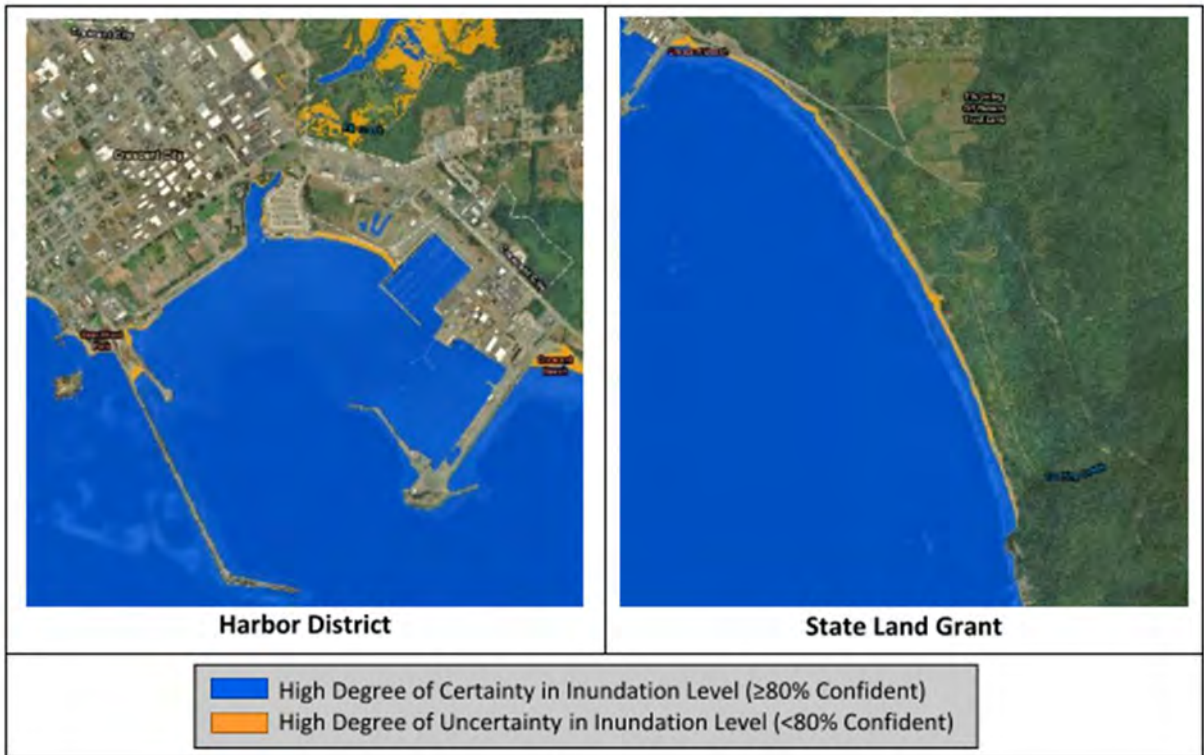
According to the Climate Central: Sea Level Rise and Coastal Flood Risk (Summary for Del Norte County “Even small amounts of sea level rise make rare floods more common by adding to tides and storm surge. Climate Central has estimated risk by combining local sea level rise projections with historic flood statistics from the NOAA water level station at Charleston, OR, 112 miles from the center of Del Norte County. For reference, our extreme values analysis indicates that the "100-year" flood height, is 3.6 feet above local Mean Higher High Water (high tide line)¹. The highest observed flood at this location, in records from 1970 to 2015, reached 3.56 feet MHHW in 1983. Taken all together, these values suggest that floods above 4 feet likely pose significant concerns.”

3.2.6.3 Frequency

Nemours studies have found that sea level is rising. For the California coast, sea level rise is estimated to be as follows: six inches by 2030; 1.5 ft by 2050; 6 feet by 2100.

3.2.6.4 Exposure and Vulnerability

Drawing 3-5 shows the inundation levels at the Crescent City Harbor District of sea level rise of 2 feet, according the Crecent City Harbor District AB691 Sea-Level Rise Assessment.



3.2.6.5 Population

The entire population of the planning area is potentially exposed to some degree to direct damage from sea level rise or indirect impacts such as business interruption, road closures, loss of function of utilities and damage of critical infrastructure which protects the harbor area. Short term and long-term residents staying in the harbor could be vulnerable to sea level rise and could suffer both short- and long-term effects. Those working in the harbor are also potentially exposed to some degree of hazard from sea level rise.

3.2.6.6 Property

All property in the Harbor District is considered vulnerable to sea level rise hazards in the future. Without mitigation, the estimated costs of harbor resources and facilities that could be impacted by SLR could exceed \$100 million. Private owned resources in the harbor would also experience significant damage.

3.2.6.7 Critical Facilities and Infrastructure

Since the entire planning area is exposed to sea level rise, all critical facilities and infrastructure components are exposed.

3.2.6.8 Environment

The entire planning area is exposed to sea level rise including all natural resources, habitat, and wildlife.

3.2.6.9 Future Development Trends

Future sea level rise could significantly impact operations if adaptation measures are not taken.

The CCHD participates in NOAA’s National Buoy Data Center, which provides observations that help support the understanding and predicting of changes in weather, climate, oceans, and coastlines. The specificity this data provides is a valuable tool for the CCHD to correlate SLR and tidal information with impacts on the maritime assets. The CCHD will continue to monitor the long-term trends in SLR using the NOAA tidal gauge in the harbor and will continue to monitor changes to existing protective structures. The CCHD will also monitor existing non-protective resources and facilities to evaluate the design life of each and incorporate SLR adaptation strategies.

3.2.6.10 Scenario

The following chart was prepared for the Crescent City Harbor District as part of its AB 691 Sea Level Assessment. Probabilistic SLR projections are based on the methodologies of Kopp et al., 2014 and Sweet et al., 2017 for the H++ scenario. This assessment has selected the Medium-High Risk Aversion¹ SLR projections, per the recommendations of the 2018 Ocean Protection Councils Risk Decision Framework and 2017 Harbor Improvement Report.² However, a range of projections are provided to demonstrate a spectrum of potential scenarios. While the likelihood that SLR will meet or exceed the Medium-High Risk Aversion Projection is low (0.5% probability), this precautionary approach is suitable for the less adaptive, more vulnerable, manmade CCHD resources that will experience medium to high consequences as a result of underestimating SLR.

Time Horizon (1991- 2009 baseline)	Emissions Scenario ¹	2018 Update Probabilistic SLR Projections (Feet)		
		Likely Range	1-In-200 Chance	H++ Scenario
		67% probability SLR is less than...	0.5% probability SLR meets or exceeds...	
		<i>Low Risk Aversion</i>	<i>Medium-High Risk Aversion²</i>	<i>Extreme Risk Aversion</i>
2030	High (RCP 8.5)	0.3	0.5	1.2 ³
2050	High (RCP 8.5)	0.7	1.5	3.1 ³
2100	Low (RCP 2.6)	1.5	4.8	9.3
2100	High (RCP 8.5)	2.5	5.9	9.3

1 A Representative Concentration Pathway (RCP) is a greenhouse gas (GHG) concentration trajectory (IPCC, 2014). IPCC has established four RCPs that are consistent with possible future GHG emission scenarios. This report examines the two extreme scenarios of a low emissions trajectory (RCP 2.6) and a high emissions trajectory (RCP 8.5). RCP 2.6 assumes that GHG concentrations will peak between 2010 and 2020 then substantially decline. This trajectory aims to keep global warming within 2°C of pre-industrial temperatures. RCP 8.5 assumes that there will be no global efforts to constrain emissions and GHG concentrations will increase throughout the 21st century.

2 Medium-High Risk Aversion SLR Projections are outlined in blue as these will be considered throughout the report.

3 H++ scenario for North Spit, California which is the nearest projection (geographically) to the Crescent City Harbor District.

3.2.6.11 Issues

Important issues associated with sea level rise include the following:

- Without mitigation, the estimated costs of harbor resources and facilities that could be impacted by SLR could exceed \$100 million.
- Job losses could impact every business sector in the harbor.
- The tourism industry could be greatly decreased.
- Potential non-market losses due to SLR include recreational activities and marine habitat.

3.3 Assets

The majority of built infrastructure in the CCHD is located within the boundary of the harbor. The District has no built assets on the beaches.

Table 3.3 summarizes the critical assets of the district and their value.

Table 3.3. Harbor District Assets	
Asset	Value
Property	
150 Acres of land	\$0 (Not assessed, property exempt)
Critical Facilities	
Administrative Dock and Pump-Out Station	\$889,000
Anchor Way Boat Ramps	\$800,000
Anchor Way Breakwater	\$2,700,000
Beaches (3 total) ¹	-
CCHD Boat Ramps	\$5,200,000
Citizen’s Dock	\$20,900,000

Dredge Ponds	\$250,000
Inner Boat Basin Docks	\$30,000,000
Inner Breakwater	\$3,200,000
Lighthouse Way Breakwater ¹	\$9,730,000
Maintenance/Storage Buildings (5 total)	\$543,000
Marina Breakwater	\$3,160,000
Office/Retail Buildings (13 total)	\$1,630,000
Restroom Buildings (5 total)	\$889,000
Roads and Parking Areas	\$12,600,000
Seafood Processing Plants (2 total)	\$1,410,000
Shipyards Building	\$695,000
Solar Array ¹	\$1,650,000
South Beach Seawall	\$70,000
Syncrolift, Travelift, and Dock	\$2,500,000
Utilities (Power, Sewer, Water)	\$12,200,000
Whaler Island Groin	\$1,100,000
Total	\$112,116,000
<i>¹Asset not owned by CCHD</i>	

3.4 Service area and trends

The CCHD 10-Year Strategic Plan 2018 - 2028, is intended to effectively plan for a higher level of Harbor activity, without exceeding the Harbor’s carrying capacity, or the amount of use the Harbor can sustain without adversely affecting the qualities of the area. The plan emphasizes the District’s intention to retain and improve existing harbor facilities in support of commercial fishing and recreational boating, while expanding coastal related visitor serving uses in the Harbor.

At the top of the list for improvements targeted in the plan is replacement of all currently failing infrastructure to create an armored and engineered environment which will incorporate future conditions and infrastructure resilience and significantly increase the level of protection at the harbor to mitigate against a 50-year tsunami event, 100-year storm surges and 1.5-foot sea level rise to protect critical harbor infrastructure.

Business projects include public facility improvements, restaurants and retail shops, and additional overnight accommodations. Such projects are intended to accommodate an increase in recreational, commercial, and visitor usage in a manner that provides for a variety of interests and activities without exceeding the Harbor's carrying capacity.

Through recent grants and an increase in the Transient Lodging Tax the Harbor District has started replacement of aging infrastructure starting with the Citizens' Dock seawall. Funding has been received for environmental review and permitting of a new Citizens' Dock. Grants have been applied for replacement of the inner boat basin breakwaters and the repairs of the Anchor Way breakwater and road.

These hazard mitigation improvements and improvements to the business-related facilities have the potential of generating the revenue necessary to keep the CCHD economically viable, sustaining its ability to meet its mandates under the State Tidelands Grant and the California Coastal Act.

4. MITIGATION STRATEGY

4.1 Mitigation Strategy Guiding Principle and Goals

The guiding principle for this hazard mitigation plan is to: Reduce the vulnerability to natural hazards in order to protect the health, safety, welfare and economy of the Crescent City Harbor District.

The following are the mitigation goals for this plan:

1. Save or protect lives from the impact of hazards.
2. Protect the environment.
3. Protect property from the impact of hazards.
4. Maintain economic viability after a disaster event.
5. Promote efficient use of public funds.

4.2 Status of Previous Plan Actions

Table 4.1 summarizes the actions that were recommended in the 2018 Hazard Mitigation Plan. Though elements of any given action item may have been started, no action items have been completed, so all of the action items are being carried over into this plan update.

Table 4.1. Status of Previous Plan Actions	
Action Item	Carried Over to Plan Update Action #
CCHD-1—Where appropriate, support retro-fitting, purchase or relocation of structures located in high hazard areas, prioritizing those structures that have experienced repetitive losses and/or are located in high or medium ranked hazard.	CCHD-1
CCHD-2—Actively participate in the plan maintenance protocols outlined in Volume 1 of 2019 hazard mitigation plan	CCHD-2
CCHD-3—Purchase generators for critical facilities and infrastructure that lack adequate back-up power including Harbor Maintenance Shop, Harbor Office, Harbor owned/operated Redwood RV Park.	CCHD-3
CCHD-4—Structural Retrofitting of Existing Buildings: Harbor District Office, 101 Citizens Dock Road; Harbor Maintenance buildings, Raker Road and Starfish Way; 201 Citizens Dock Road structure; Fashion Blacksmith building, 121 Starfish Way; Alber Seafood, 161 Starfish Way; Coast Redwood Art Gallery, 140 Marine Way; Crescent Seafood, 170 Marine Way; U.S. Coast Guard Auxiliary, 150 Marine Way; Crescent City Crab Shack, 160 Anchor Way; Kim’s Hair, 170 Anchor Way; MM Diving, 245 Anchor Way; North Coast Ocean Sports & Grill; 110 Anchor Way; Pacific Choice Ice Plant, end of Lumber wing, Citizens Dock; Pacific Choice Seafood, 151 Starfish Way; 730 Highway 101 South structures; Redwood Harbor Village facilities, Starfish and Anchor Ways; Del Norte County Sheriff facility, 250 Citizens Dock Road; Chart Room Retail building, 128 Anchor Way; Chart Room Restaurant, 130 Anchor Way; 105 Citizens Dock facility; 160 Marine Way facility.	CCHD-4
CCHD-5—Nonstructural retrofitting of Existing Buildings and Facilities; Crescent Harbor Art Gallery external stairway	CCHD-5

CCHD-6—Develop and implement a program to capture perishable data after significant events to support future mitigations efforts including the implementation and maintenance of the hazard mitigation plan	CCHD-6
CCHD-7—Replace damaged fender piles and support piles on Harbor District wharves: Citizens Dock; Alber Seafood Dock; Wild Planet Dock; Pacific Seafood Dock; Travelift Dock; Fashion Blacksmith dock; Public Hoist Dock.	CCHD-7
CCHD-8—Green Infrastructure, Solar and Wind Power Alternatives: Develop alternative sources of energy to get Harbor District functioning quickly after a disaster without having to wait for county-wide power grid to become operational after a natural disaster	CCHD-8
CCHD-9—Develop a post-disaster recovery plan and a debris management plan	CCHD-9
CCHD-10—Integrate the hazard mitigation plan into other plans, ordinances and programs within CCHD including the Master Plan	CCHD-10
CCHD-11—Develop Sea-Level Rise Mitigation Plans and Structure Elevation program	CCHD-11
CCHD-12—Repair areas of seawall where armor-stone has slipped into harbor compromising the integrity of the wall	CCHD-12
CCHD-13—Replace and elevate steel seawall that supports Citizens Dock, the Harbor District Office, the Public Hoist and the Seafood freezers	CCHD-13
CCHD-14—Post a link to the Hazard Mitigation Plan as well as other pertinent information all phases of emergency management on the District website.	CCHD-14
CCHD-15—Replace and elevate Travelift Dock	CCHD-15
CCHD-16—Repair, retrofit Concrete Seawall and Supports from Old Launch ramp to Crab Shack	CCHD-16
CCHD-17—Repair, retrofit elevate Sea wall structure from Crab Shack to USCG facility	CCHD-17
CCHD-18—Repair, retrofit elevate seawall along Ocean side of Anchor Way	CCHD-18
CCHD-19—Repair, elevate Whaler Island Groin Seawall	CCHD-19

4.3 Hazard Mitigation Action Plan and Evaluation of Recommended Actions

In the 2018 Hazard Mitigation Plan, and in this update of the plan, a comprehensive range of specific mitigation actions were identified and analyzed, with the goal to reduce the effects of the impacts of hazards on the Harbor District and its users.

Proactive solutions to maintain the CCHD’s resources for the next 100 years are likely to encompass a variety of adaptation strategies. Mitigation actions presented in this update are activities designed to reduce or eliminate losses resulting from natural hazards. The actions include a pragmatic, hybrid approach of protection and accommodation to hazard mitigation.

Full implementation of the recommendations of this plan will require time and resources. The measure of the plan’s success will be its ability to adapt to changing conditions. The Crescent city Harbor District will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation.

Table 4.2, Hazard Action Plan Matrix, lists the actions that make up the Crescent City Harbor District hazard mitigation action plan.

There are 28 mitigation actions identified for implementation.

Each Mitigation Action is numbered with the same number as in the 2018 mitigation plan for easy reference. New Mitigation Actions are at the bottom of the chart. for easy reference.

The Objectives met column refers to how that Mitigation Action meets this plans Objectives as listed in the Mitigation Goals and Objectives section.

The Estimated Cost ratings are defined as follows:

- High—Existing funding will not cover the cost of the action; implementation would require new revenue.
- through an alternative source (for example, bonds, grants, and fee increases).
- Medium—The action could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the action would have to be spread over multiple years.
- Low—The action could be funded under the existing budget. The action is part of or can be part of an ongoing existing program.

Sources of Funding lists where the funding needs to come from outside sources or can be covered by the Harbor General Fund.

The Timeline indicated in the table is defined as follows:

- Short Term = to be completed in 1 to 5 years
- Long Term = to be completed in greater than 5 years
- Ongoing = currently being funded and implemented under existing programs.

Table 4.2. Hazard Mitigation Action Plan Matrix						
Applies to new or existing assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline
CCHD-1—Where appropriate, support retro-fitting, purchase or relocation of structures located in high hazard areas, prioritizing those structures that have experienced repetitive losses and/or are located in high or medium ranked hazard areas.						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-2—Actively participate in the plan maintenance protocols						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
Existing	All	CCHD	N/A	High	General Funds	Short-term

CCHD-3—Purchase generators for critical facilities and infrastructure that lack adequate back-up power including Harbor Maintenance Shop, Harbor Office, Harbor owned/operated Redwood RV Park.						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-4—Structural Retrofitting of Existing Buildings: Harbor District Office, 101 Citizens Dock Road; Harbor Maintenance buildings, Raker Road and Starfish Way; 201 Citizens Dock Road structure; Fashion Blacksmith building, 121 Starfish Way; Alber Seafood, 161 Starfish Way; Coast Redwood Art Gallery, 140 Marine Way; Crescent Seafood, 170 Marine Way; U.S. Coast Guard Auxiliary, 150 Marine Way; Crescent City Crab Shack, 160 Anchor Way; Kim’s Hair, 170 Anchor Way; MM Diving, 245 Anchor Way; North Coast Ocean Sports & Grill; 110 Anchor Way; Pacific Choice Ice Plant, end of Lumber wing, Citizens Dock; Pacific Choice Seafood, 151 Starfish Way; 730 Highway 101 South structures; Redwood Harbor Village facilities, Starfish and Anchor Ways; Del Norte County Sheriff facility, 250 Citizens Dock Road; Chart Room Retail building, 128 Anchor Way; Chart Room Restaurant, 130 Anchor Way; 105 Citizens Dock facility; 160 Marine Way facility.						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-5—Nonstructural retrofitting of Existing Buildings and Facilities; Crescent Harbor Art Gallery external stairway						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-6—Develop and implement a program to capture perishable data after significant events to support future mitigation efforts including the implementation and maintenance of the hazard mitigation plan						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
Existing	All	CCHD	N/A	High	CCHD General Funds	Short-term
CCHD-7—Replace damaged fender piles and support piles on Harbor District wharves: Citizens Dock; Alber Seafood Dock; Wild Planet Dock; Pacific Seafood Dock; Travelift Dock; Fashion Blacksmith dock; Public Hoist Dock.						
<i>Hazards Mitigated: Earthquake, flooding, severe weather, tsunami</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-8—Green Infrastructure, Solar and Wind Power Alternatives: Develop alternative sources of energy to get Harbor District functioning quickly after a disaster without having to wait for county-wide power grid to become operational after a natural disaster						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
Existing	All	CCHD	N/A	High	Federal, State	Mid-term
CCHD-9—Develop a post-disaster recovery plan and a debris management plan						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-10—Integrate the hazard mitigation plan into other plans, ordinances and programs within CCHD including the Master Plan						

<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
Existing	All	CCHD	N/A	High	CCHD General Funds	Short-term
CCHD-11—Develop Sea-Level Rise Mitigation Plans and Structure Elevation program						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-12—Repair areas of seawall where armor-stone has slipped into harbor compromising the integrity of the wall						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Mid-term
CCHD-13—Replace and elevate steel seawall that supports Citizens Dock, the Harbor District Office, the Public Hoist and the Seafood freezers						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-14—Post a link to the Hazard Mitigation Plan as well as other pertinent information on all phases of emergency management on the District website						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	CCHD General Funds	Short-term
CCHD-15—Replace and elevate Travelift Dock						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-16—Repair, retrofit Concrete Seawall and Supports from CD seawall to stubout						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-17—Repair, retrofit elevate Sea wall structure from stubout to former USCG facility						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-18—Repair, retrofit elevate seawall along Ocean side of Anchor Way						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-19—Repair, elevate Whaler Island Groin Seawall						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-20—Evaluate littoral drift and beach nourishment options to maintain beaches						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						

Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-21—Limit or mitigate new development in mapped hazard area						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
New	All	CCHD	N/A	High	CCHD General Funds	Short-term
CCHD-22—Repair, retrofit or replace Citizens' Dock						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-23—Review and update sewer and water utilities						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
New	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-24—Support repair, retrofit or replacement of U.S. Highway 101 fronting South Beach						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	Federal, State	Long-term
CCHD-25—Identify South Beach mitigation measures						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
New	All	CCHD	N/A	High	Federal, State	Short-term
CCHD-26—Review CCHD participation in the NFIP, and compliance with NFIP requirements						
<i>Hazards Mitigated: Flooding</i>						
Existing	All	CCHD	N/A	High	CCHD General Funds	Long-term
CCHD-27—To the extent possible based on available resources, provide coordination and technical assistance in the application for grant funding that includes assistance in cost vs. benefit analysis for grant eligible projects						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise</i>						
Existing	All	CCHD	N/A	High	CCHD General Funds	Long-term
CCHD-28—Amend or enhance this hazard mitigation plan as needed to comply with state or federal mandates as compliance guidelines become available.						
<i>Hazards Mitigated: Tsunami, severe weather, flooding, earthquake, sea level rise, wildland fire</i>						
New	All	CCHD	N/A	High	CCHD General Funds	Short-term

4.4 Action Plan Prioritization

Table 4-3, Mitigation Action Priority, identifies the benefits of each of the mitigation actions.

Prioritization of benefits includes 1) a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs; 2) the age of the current infrastructure in the harbor; and 3) the role it play in hazard mitigation.

Benefit ratings were defined as follows:

- High—Action will provide an immediate reduction of risk exposure for life and property.
- Medium—Action will have a long-term impact on the reduction of risk exposure for life and property, or action will provide an immediate reduction in the risk exposure for property.
- Low—Long-term benefits of the action are difficult to quantify in the short term.

The Implementation Priority ratings were defined as follows:

- High Priority—An action that meets multiple objectives, has benefits that exceed costs, and has a secured source of funding. Action can be completed in the short term (1 to 5 years).
- Medium Priority—An action that meets multiple objectives, has benefits that exceed costs, and is eligible for funding though no funding has yet been secured for it. Action can be completed in the short term (1 to 5 years), once funding is secured. Medium-priority actions become high-priority actions once funding is secured.
- Low Priority—An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions are generally “wish-list” actions. They may be eligible for grant funding from programs that have not yet been identified.

Grant Pursuit Priority ratings were defined as follows:

- High Priority—An action that meets identified grant eligibility requirements, has high benefits, and is listed as high or medium implementation priority; local funding options are unavailable or available local funds could be used instead for actions that are not eligible for grant funding.
- Medium Priority—An action that meets identified grant eligibility requirements, has medium or low benefits, and is listed as medium or low implementation priority; local funding options are unavailable.
- Low Priority—An action that has not been identified as meeting any grant eligibility requirements.

Table 4.3. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project be Funded under Existing Programs/Budgets	Implementation Priority	Grant Pursuit Priority
CCHD-1	All	High	High	Yes	Yes	No	Medium	High
CCHD-2	All	Low	Low	Yes	No	Yes	High	Low
CCHD-3	All	High	Medium	Yes	Yes	No	Medium	High
CCHD-4	All	High	High	Yes	Yes	No	Medium	Medium
CCHD-5	All	Medium	Medium	Yes	Yes	No	Medium	Medium
CCHD-6	All	High	Medium	Yes	No	Possibly	Medium	Low
CCHD-7	All	High	High	Yes	Yes	No	High	High
CCHD-8	All	High	High	Yes	Yes	No	Medium	Medium
CCHD-9	All	High	Medium	Yes	Yes	No	Medium	High
CCHD-10	All	Medium	Low	Yes	No	Yes	Medium	Low
CCHD-11	All	High	High	Yes	Yes	No	Medium	Medium
CCHD-12	All	High	High	Yes	Yes	No	High	High
CCHD-13	All	High	High	Yes	Yes	No	High	High
CCHD-14	All	Low	Low	Yes	No	Yes	High	Low
CCHD-15	All	High	High	Yes	Yes	No	Medium	High
CCHD-16	All	High	High	Yes	Yes	No	Medium	High
CCHD-17	All	High	High	Yes	Yes	No	Medium	High
CCHD-18	All	High	High	Yes	Yes	No	Medium	High
CCHD-19	All	High	High	Yes	Yes	No	Medium	High
CCHD-20	All	High	Medium	Yes	Yes	No	Medium	Medium
CCHD-21	All	High	Low	Yes	No	No	High	Low
CCHD-22	All	High	High	Yes	Yes	No	High	High
CCHD-23	All	High	High	Yes	Yes	No	Medium	Medium
CCHD-24	All	High	Low	Yes	Yes	No	High	High
CCHD-25	All	High	High	Yes	Yes	No	High	High
CCHD-26	All	Medium	Low	Yes	No	Yes	High	Low
CCHD-27	All	High	Medium	Yes	Yes	No	High	High
CCHD-28	All	High	Low	Yes	No	Yes	High	Low

4.5 Classification of Mitigation Actions

Table 4.4, Analysis of Mitigation Actions, summarizes the mitigation actions by hazard of concern and mitigation type.

Each recommended action was classified based on the hazard it addresses and the type of mitigation it involves.

Mitigation types used for this categorization are as follows:

- **Prevention**—Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
- **Property Protection**—Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
- **Public Education and Awareness**—Actions to inform residents and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
- **Natural Resource Protection**—Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, wetland restoration and preservation, and green infrastructure.
- **Emergency Services**—Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
- **Structural Projects**—Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.
- **Climate Resiliency**—Actions that incorporate methods to mitigate and/or adapt to the impacts of climate change. Includes aquifer storage and recovery activities, incorporating future conditions projections in project design or planning, or actions that specifically address jurisdiction-specific climate change risks, such as sea level rise or urban heat island effect.
- **Community Capacity Building**—Actions that increase or enhance local capabilities to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. Includes staff training, memorandums of understanding, development of plans and studies, and monitoring programs.

Table 4.4. Analysis of Mitigation Actions

Action Addressing Hazard, by Mitigation Type								
Hazard Type	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
Tsunami	2, 10, 11, 21, 28	1, 4, 5, 7, 11, 15, 16, 17, 18, 19, 22, 23, 27	14	20, 25	3, 8, 24	4, 7, 12, 13, 15, 16, 17, 18, 19, 22, 24	8	2, 6, 9, 10, 24
Earthquake	2, 10, 11, 21, 28	1, 4, 5, 7, 11, 15, 16, 17, 18, 19, 22, 23, 27	14	20, 25	3, 8, 24	4, 7, 12, 13, 15, 16, 17, 18, 19, 22, 24	8	2, 6, 9, 10, 24
Severe Weather	2, 10, 11, 21, 28	1, 4, 5, 7, 11, 15, 16, 17, 18, 19, 22, 23, 27	14	20, 25	3, 8, 24	7, 4, 12, 13, 15, 16, 17, 18, 19, 22, 24	8	2, 6, 9, 10, 24
Sea Level Rise	2, 10, 11, 21, 28	1, 5, 4, 7, 11, 15, 16, 17, 18, 19, 22, 23, 27	14	20, 25	3, 8, 24	7, 4, 12, 13, 15, 16, 17, 18, 19, 22, 24	8, 11	2, 6, 9, 10, 24
Flooding	2, 10, 11, 21, 26, 28	1, 5, 4, 7, 11, 15, 16, 17, 18, 19, 22, 23, 27	14	20, 25	3, 8, 24	7, 4, 12, 13, 15, 16, 17, 18, 19, 22, 24	8	2, 6, 9, 10, 24
Wildfire	2, 10, 21, 28	---	14	20, 25	24	---	8	2, 6, 9, 10, 24

4.6 Action Plan Implementation

The Mitigation Actions have been prioritized in order for CCHD to begin to implement the highest-priority actions immediately. The effectiveness of the hazard mitigation plan depends on its effective implementation and incorporation of the outlined action items into all partners’ existing plans, policies, and programs. Some action items do not need to be implemented through regulation but can be implemented through the creation of new educational programs, continued interagency coordination, or improved public participation.

The Crescent City Harbor District will assume responsibility for facilitating hazard mitigation plan implementation.

5. PLAN MAINTENANCE PROCESS

5.1. Plan Maintenance Strategy

Plan maintenance is the formal process for achieving the following:

- Ensuring that the hazard mitigation plan remains an active and relevant document and that the planning partnership maintains its eligibility for applicable funding sources.
- Monitoring and evaluating the plan annually and producing an updated plan every five years Integrating public participation throughout the plan maintenance and implementation process.
- Incorporating the mitigation strategies outlined in this plan into existing planning mechanisms and programs, such as any relevant comprehensive land-use planning process, capital improvement planning process, and building code enforcement and implementation.

To achieve these ends, a hazard mitigation plan must present a plan maintenance process that includes the following (44 CFR Section 201.6(c)(4) and Section 201.7(c)(4)):

- A method and schedule for monitoring, evaluating, and updating the mitigation plan within a 5-year cycle.
- An approach for how the community will continue public participation in the plan maintenance process.
- A process by which local governments will incorporate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate.

5.1.1. Plan Monitoring

CCHD will be the lead agency responsible for monitoring this plan update. CCHD will take the following approaches to maintaining the plan.

Integration into Other Planning Mechanisms

- Create a linkage between the hazard mitigation plan and individual jurisdictions' general plans or similar plans identified in the core capability assessments.
- TimeLine: Continuous over the 5-year performance period of the plan.

Plan Monitoring

- Track the implementation of actions over the performance period of the plan
- TimeLine: Continuous over the 5-year performance period of the plan

Plan Evaluation

- Review the status of previous actions; assess changes in risk; evaluate success of integration.
- Timeline: Upon initiation of hazard mitigation plan update, comprehensive general plan update, or major disaster.

Grant Monitoring and Coordination

- As grant opportunities present themselves, the planning partners will consider options to pursue grants to fund actions identified in this plan.
- Timeline: As grants become available

Plan Update

- The planning partnership will reconvene, at a minimum, every 5 years to guide a comprehensive update of the plan.
- TimeLine: Every 5 years or upon comprehensive update to General Plan or major disaster; funding and organizing for plan update will begin in FY 2021/2022

Continuing Public Participation

- CCHD will keep the website maintained. Mitigation Efforts will be discussed at CCHD planning meetings. The plan will be brought to the Harbor Commissioner meeting for review once a year.
- TimeLine: Continuous over the 5-year performance period of the plan.

5.1.2. Plan Evaluation

The plan will be evaluated by how successfully the implementation of identified actions has helped to achieve the goals and objectives identified in this plan. This will be assessed by a review of the changes in risk that occur over the performance period and by the degree to which mitigation goals and objectives are incorporated into existing plans, policies and programs.

5.1.3. Plan Update

Federal regulations require that local hazard mitigation plans be reviewed, revised if appropriate, and resubmitted for approval in order to remain eligible for benefits awarded under the Disaster Mitigation Act (44 CFR Section 201.6.d(3) and Section 201.7(d)(3)). The 2018 plan's format allows the planning partnership to review and update sections when new data become available. New data can be easily incorporated, resulting in a plan that will remain current and relevant. That is the methodology the Crescent City Harbor District took for this plan update.

The next update of the plan will be on a regional basis and start in late 2024. Crescent City Harbor District will participate in that process and update the elements of this plan as needed.

5.1.4. Continuing Public Participation

The CCHD will ensure the public will continue to be apprised of hazard mitigation activities through its website, public meetings and reports on successful hazard mitigation actions provided to the media. Once a year, the plan will be brought to a Board of Commissioners meeting for review.

5.2. Capability Assessment

Upon completion, the capability assessment was reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan and are identified as community-capacity-building mitigation actions in the analysis of mitigation actions table at the end of this plan.

The County of Del Norte has received funding to update the County-Wide 2018 plan and will start that process in 2024. The Harbor District will participate in that process. CCHD plans to apply for funding two years before its next plan expires to assist with updating that plan..

5.2.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. Table 5.1 summarizes existing codes, ordinances, policies, programs or plans that are applicable to this hazard mitigation plan.

Table 5.1. Planning and Regulatory Capability		
	Date of Most Recent Update	Comment
Endangered Species Act	2012	For permitting Harbor reconstruction and related dredging activities
California Coastal Commission	2012	For permitting fender piles
California Environmental Quality Act	2012	For permitting Harbor reconstruction and related dredging activities
Municipal Service Review	2015	For municipal services expansion and permitting in the Harbor District

CCHD Information Technology Disaster Recovery Plan	2015	Harbor District worked with Technical Service contracted provider to develop Recovery Plan
CCHD Bomb Threat and Active Shooter Plan	2016	Developed plan in concert with Del Norte County Emergency Management group
Del Norte County Code	2017	For that portion of the CCHD located in the unincorporated area of the County
Crescent City Municipal Code	2017	For that portion of the CCHD located within the City limits
Del Norte Operational Area Emergency Operations Plan	2018	Working on plan update for submittal
CCHD Harbor Master Plan	2018	Master Plan approved by Board of Commissioners in 2018
Del Norte Operational Area Emergency Operations Plan	2018	Working on plan update for submittal
U.S. Army Corps of Engineers regulations	2018	Working with Corps of Engineers on 10 Year Dredge Permit and Dredged Materials Management Plan
CA State Lands Commission - Sea Level Rise Assessment	2019	Sea Level Rise guidance approved by Board of Commissioners in 2019
CCHD Financial Plan of Action and Milestones	2022	For financial and reporting regulatory updates and improvements
CCHD Dredged Material Management Plan	2022	For permitting Harbor dredging activities

5.2.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 5.2. Administrative and technical capabilities represent a jurisdiction’s staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 5.3.

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	No
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes

State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No
Federal Grant Programs	Yes
Other	Yes, grants from private, corporate, and state foundations

Table 5.3. Administrative and Technical Capability		
Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	CCHD contracts with various engineering firms for these services
Engineers or professionals trained in building or infrastructure construction practices	Yes	CCHD contracts with various engineering firms for these services
Planners or engineers with an understanding of natural hazards	Yes	CCHD contracts with various engineering firms for these services
Staff with training in benefit/cost analysis	Yes	CCHD contracts with a CPA firm for these analyses
Surveyors	Yes	CCHD contracts with various engineering firms for these services
Personnel skilled or trained in GIS applications	Yes	CCHD contracts with various engineering firms for these services
Scientist familiar with natural hazards in local area	No	CCHD would work with consultants or Humboldt State University for these services
Emergency manager	Yes	The Harbormaster and Deputy Harbormaster share these duties
Grant writers	Yes	CCHD contracts with private organizations for these services
Other	No	N/A

5.3. Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction’s ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 5.4 summarizes the District’s adaptive capacity for climate change.

Table 5.4. Adaptive Capacity for Climate Change	
Criterion	Jurisdiction Rating*
<i>Technical Capacity</i>	
Jurisdiction-level understanding of potential climate change impacts	High
Comment: None	

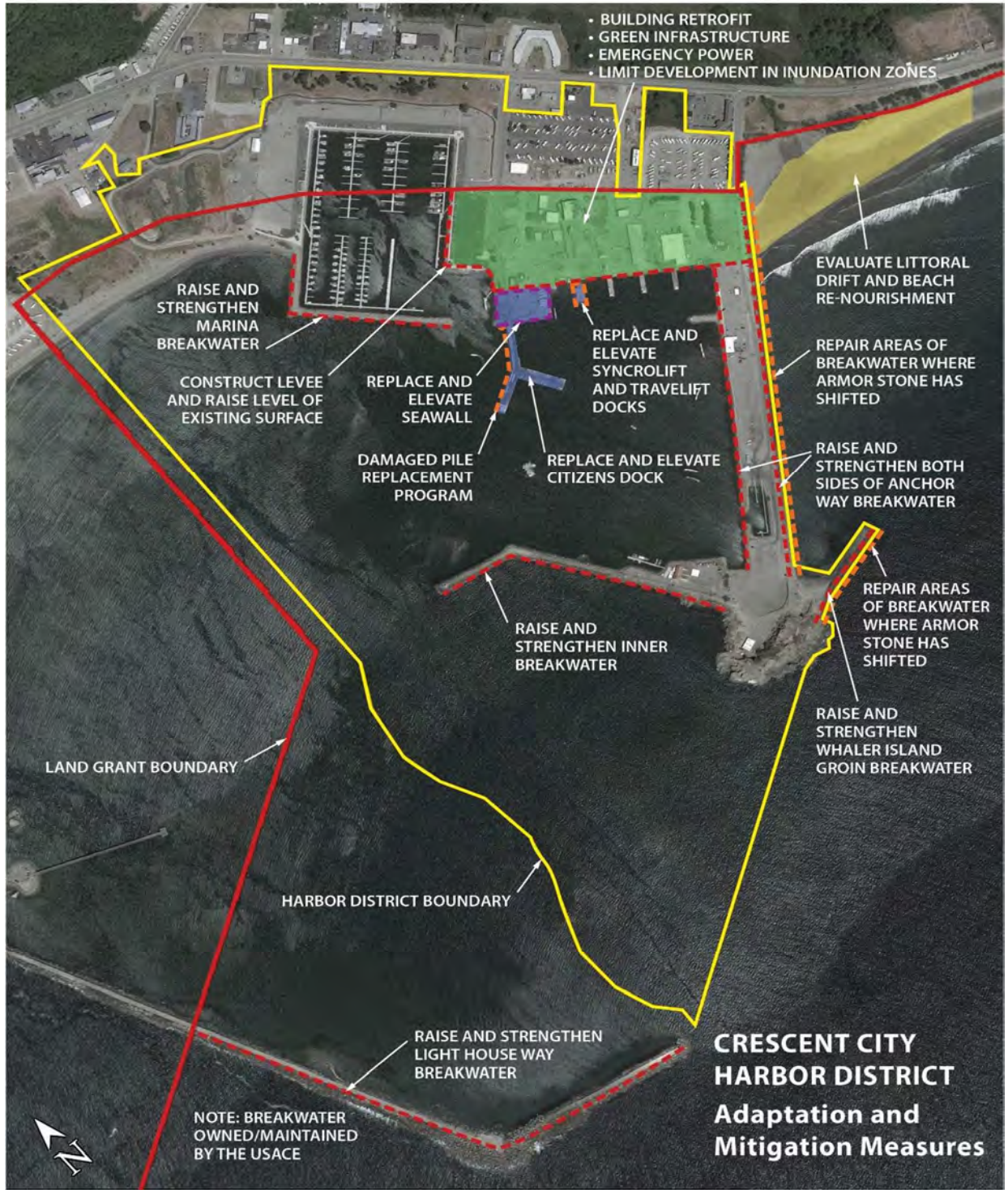
Jurisdiction-level monitoring of climate change impacts	Medium
Comment: None	
Technical resources to assess proposed strategies for feasibility and externalities	Low
Comment: None	
Jurisdiction-level capacity for development of greenhouse gas emissions inventory	Low
Comment: None	
Capital planning and land use decisions informed by potential climate impacts	Medium
Comment: None	
Participation in regional groups addressing climate risks	Medium
Comment: Members of the Redwood Coast Tsunami Work Group and Earthquake County Alliance	
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes	High
Comment: None	
Identified strategies for greenhouse gas mitigation efforts	Medium
Comment: None	
Identified strategies for adaptation to impacts	Medium
Comment: None	
Champions for climate action in local government departments	Low
Comment: None	
Political support for implementing climate change adaptation strategies	Medium
Comment: None	
Financial resources devoted to climate change adaptation	Medium
Comment: CCHD has several grants devoted to this	
Local authority over sectors likely to be negative impacted	High
Comment: None	
Public Capacity	
Local residents knowledge of and understanding of climate risk	Low
Comment: None	
Local residents support of adaptation efforts	Low
Comment: None	
Local residents' capacity to adapt to climate impacts	Medium
Comment: None	

Local economy current capacity to adapt to climate impacts	Low
Comment: None	
Local ecosystems capacity to adapt to climate impacts	Medium
Comment: None	
* High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.	

The Crescent City Harbor District has prioritized mitigation measures to hazards which are exacerbated by climate change including flooding, storm surges, tsunamis and sea level rise.

The District has already undertaken replacement of the Citizens Dock Seawall and has undertaken climate resiliency planning for the harbor area.

The Harbor District has identified Protection Mitigation/Adaption Measures as shown on the following map.



5.4 Integration with Other Planning Initiatives

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

Integrating relevant information from this hazard mitigation plan into other plans and programs where opportunities arise will be the ongoing responsibility of the Crescent City Harbor District. All of the local municipal planning partners committed to creating a linkage between the 2018 hazard mitigation plan and their individual general plans or similar plans identified in the core capability assessment. The District has been working with other local governing bodies to ensure the relevant information from the 2018 hazard mitigation plan was incorporated into other plans and programs.

The CCHD will continue those efforts with the items in this updated plan.

5.4.1 Existing Integration

In the performance period since adoption of the 2018 Hazard Mitigation Plan, the Crescent City Harbor District has made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **CCHD Personnel Evacuation Plan**—This plan incorporates the most recent information about safe areas where staff can gather to ensure their personal safety. The evacuation plan was made in cooperation with Del Norte County Emergency Management personnel.
- **CCHD Critical Equipment Evacuation Plan**—The plan was made in consultation with local emergency personnel and CCHD staff to determine where heavy equipment can be placed safely in case of an earthquake, tsunami or flooding situation and in consideration of personnel safety. The plan was developed in response to the highest-ranking hazard, tsunami, facing the Crescent City Harbor District.
- **Crescent City Economic Development Strategic Action Plan, 2021**
- **Del Norte County Comprehensive Economic Development Strategy, 2020**
- **California Rural Infrastructure Finance Guidebook, 2019 - Case study**

5.4.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, the Crescent City Harbor District will use information from this plan and identify codes, plans and programs that provide opportunities for integration. The CCHD will continue to give progress reports to the public on ongoing, planned and future mitigation projects. CCHD will continue to hold public hearings through the planning and implementation process. These hearings allow for the community to continue public participation in the plan maintenance process.

5.5 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 5.5.

Table 5.5. Education and Outreach	
Criterion	Response
Do you have a Public Information Officer or Communications Office?	No, the Harbormaster and Assistant Harbormaster are assigned PIO duties
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website?	Yes
Do you utilize social media for hazard mitigation education and outreach?	Yes. In case of emergency CCHD would share evacuation information and links to the Prepare Del Norte website
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	Yes; the elected CCHD Harbor Commissioners address hazard mitigation issues at their regularly scheduled public meetings
Do you have any other programs already in place that could be used to communicate hazard-related information?	Yes, we are have public meeting process on hazard mitigation projects being studied in the harbor
Do you have any established warning systems for hazard events?	Yes; CCHD participates in Del Norte County's Everbridge community warning system

6. FORMAL ADOPTION

A hazard mitigation plan must document that it has been formally adopted by the governing bodies of the jurisdictions requesting federal approval of the plan (44 CFR Section 201.6(c)(5) and Section 201.7(c)(5)).

The Crescent City Harbor District Adopting Resolution this plan can be found in Appendix D.

This Resolution will be added once it is adopted and signed.

Appendix A

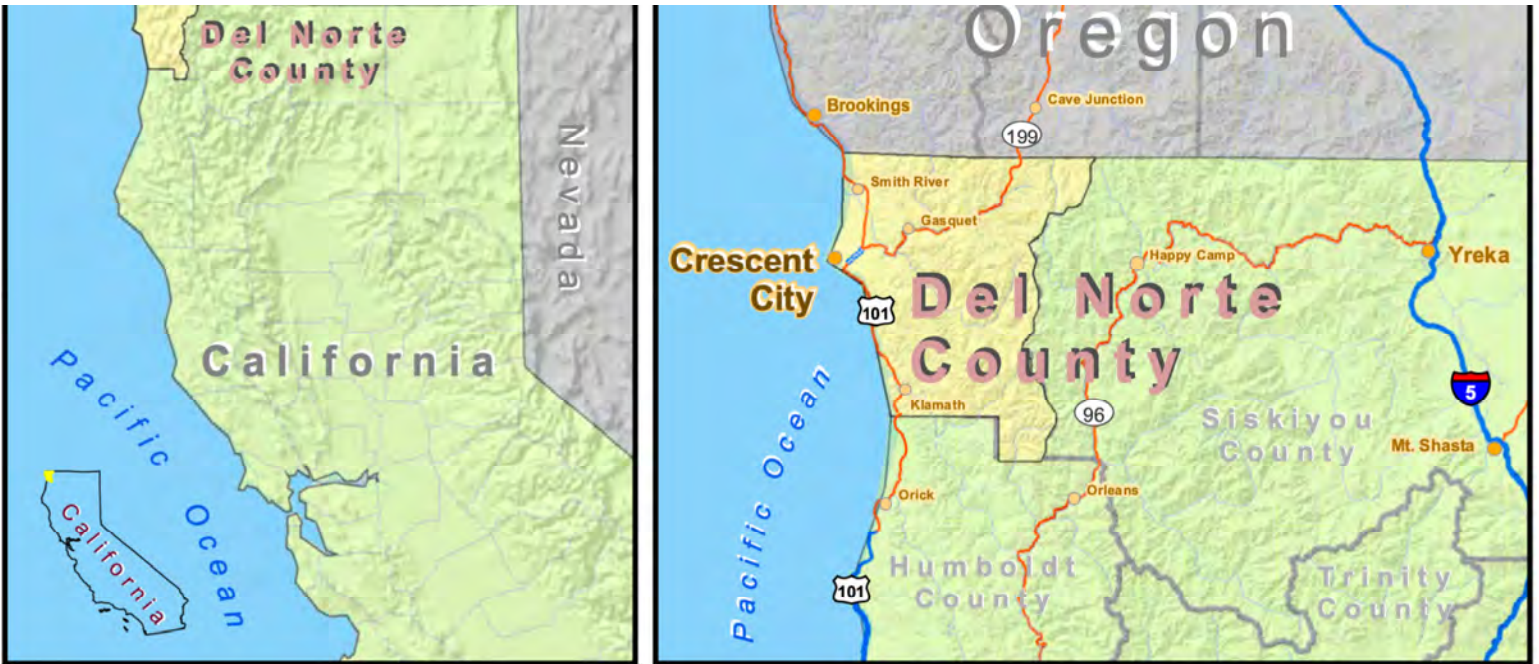
Relevant Federal and State Agencies, Programs and Regulations

Summary of Relevant Federal Agencies, Programs and Regulations		
Agency, Program or Regulation	Hazard Mitigation Area Affected	Relevance
A Collaborative Approach for Reducing Wildland Fire Risks to Communities and the Environment	Wildfire Hazard	This strategy implementation plan prepared by federal and Western state agencies outlines measures to restore fire-adapted ecosystems and reduce hazardous fuels.
Americans with Disabilities Act	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable federal acts.
Bureau of Indian Affairs	Wildland Fire Hazard	The Bureau's Fire and Aviation Management National Interagency Fire Center provides wildfire protection, fire use and hazardous fuels management, and emergency rehabilitation on Indian forest and rangelands.
Bureau of Land Management	Wildland Fire Hazard	The Bureau funds and coordinates wildfire management programs and structural fire management and prevention on BLM lands.
Civil Rights Act of 1964	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable federal acts.
Clean Water Act	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable federal acts.
Community Development Block Grant Disaster Resilience Program	Action Plan Funding	This is a potential alternative source of funding for actions identified in this plan.
Community Rating System	Flood Hazard	This voluntary program encourages floodplain management activities that exceed the minimum National Flood Insurance Program requirements.

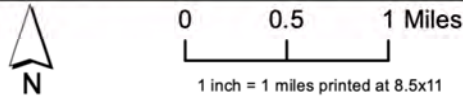
Agency, Program or Regulation	Hazard Mitigation Area Affected	Relevance
Disaster Mitigation Act	Hazard Mitigation Planning	This is the current federal legislation addressing hazard mitigation planning.
Emergency Relief for Federally Owned Roads Program	Action Plan Funding	This is a possible funding source for actions identified in this plan.
Emergency Watershed Program	Action Plan Funding	This is a possible funding source for actions identified in this plan.
Endangered Species Act	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable federal acts.
Federal Energy Regulatory Commission Dam Safety Program	Dam Failure Hazard	This program cooperates with a large number of federal and state agencies to ensure and promote dam safety.
National Environmental Policy Act	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable federal acts.
Federal Wildfire Management Policy and Healthy Forests Restoration Act	Wildland Fire Hazard	These documents mandate community-based collaboration to reduce risks from wildfire.
National Dam Safety Act	Dam Failure Hazard	This act requires a periodic engineering analysis of most dams in the country
National Fire Plan (2001)	Wildland Fire Hazard	This plan calls for joint risk reduction planning and implementation by federal, state and local agencies.
National Flood Insurance Program	Flood Hazard	This program makes federally backed flood insurance available to homeowners, renters, and business owners in exchange for communities enacting floodplain regulations
National Incident Management System	Action Plan Development	Adoption of this system for government, nongovernmental organizations, and the private sector to work together to manage incidents involving hazards is a prerequisite for federal preparedness grants and awards
National Park Service, Redwood National Park	Wildland Fire Hazard	Park staff provide wildland and structure fire protection and conduct wildfire management within the park.
Presidential Executive Order 11988 (Floodplain Management)	Flood Hazard	This order requires federal agencies to avoid long and short-term adverse impacts associated with modification of floodplains
Presidential Executive Order 11990 (Protection of Wetlands)	Action Plan Implementation	FEMA hazard mitigation project grant applications require full compliance with applicable presidential executive orders.
U.S. Army Corps of Engineers Dam Safety Program	Dam Failure Hazard	This program is responsible for safety inspections of dams that meet size and storage limitations specified in the National Dam Safety Act.
U.S. Army Corps of Engineers Flood Hazard Management	Flood Hazard, Action Plan Implementation, Action Plan Funding	The Corps of Engineers offers multiple funding and technical assistance programs available for flood hazard mitigation actions
U.S. Fire Administration	Wildland Fire Hazard	This agency provides leadership, advocacy, coordination, and support for fire agencies and organizations.
U.S. Fish and Wildlife Service	Wildland Fire Hazard	This service's fire management strategy employs prescribed fire throughout the National Wildlife Refuge System to maintain ecological communities.
U.S. Forest Service Six Rivers National Forest	Wildland Fire Hazard	Staff provide wildfire management primarily on National Forest lands.

Summary of Relevant State Agencies, Programs and Regulations		
Agency, Program or Regulation	Hazard Mitigation Area Affected	Relevance
AB 32: The California Global Warming Solutions Act	Action Plan Development	This act establishes a state goal of reducing greenhouse gas emissions to 1990 levels by 2020
AB 70: Flood Liability	Flood Hazard	A city or county may be required to partially compensate for property damage caused by a flood if it unreasonably approves new development in areas protected by a state flood control project
AB 162: Flood Planning	Flood Hazard	Cities and counties must address flood-related matters in the land use, conservation, and safety and housing elements of their general plans.
AB 2140: General Plans— Safety Element	Hazard Mitigation Planning	This bill enables state and federal disaster assistance and mitigation funding to communities with compliant hazard mitigation plans.
AB 2800: Climate Change— Infrastructure Planning	Action Plan Development	This act requires state agencies to take into account the impacts of climate change when developing state infrastructure.
Alquist-Priolo Earthquake Fault Zoning Act	Earthquake Hazard	This act restricts construction of buildings used for human occupancy on the surface trace of active faults.
California Coastal Management Program	Flood, Landslide, Tsunami and Wildland Fire Hazards	This program requires coastal communities to prepare coastal plans and requires that new development minimize risks to life and property in areas of high geologic, flood, and fire hazard.
California Department of Forestry and Fire Protection (CAL FIRE)	Wildland Fire Hazard	CAL FIRE has responsibility for wildfires in areas that are not under the jurisdiction of the Forest Service or a local fire organization.
California Department of Parks and Recreation	Wildland Fire Hazard	State Parks Resources Management Division has wildfire protection resources available to suppress fires on State Park lands.
California Department Water Resources	Flood Hazard	This state department is the state coordinating agency for floodplain management.
California Division of Safety of Dams	Dam Failure Hazard	This division monitors the dam safety program at the state level and maintains a working list of dams in the state.
California Environmental Quality Act	Action Plan Implementation	This act establishes a protocol of analysis and public disclosure of the potential environmental impacts of development projects. Any project action identified in this plan will seek full California Environmental Quality Act compliance upon implementation.
California Fire Alliance	Wildland Fire Hazard	The alliance works with communities at risk from wildfires to facilitate the development of community fire loss mitigation plans.
California Fire Plan	Wildland Fire Hazard	This plan's goal is to reduce costs and losses from wildfire through pre-fire management and through successful initial response.
California Fire Safe Council	Wildland Fire Hazard	This council facilitates the distribution of National Fire Plan grants for wildfire risk reduction and education.
California Fire Service and Rescue Emergency Mutual Aid Plan	Wildland Fire Hazard	This plan provides guidance and procedures for agencies developing emergency operations plans, as well as training and technical support.
California General Planning Law	Hazard Mitigation Planning	This law requires every county and city to adopt a comprehensive long-range plan for community development, and related laws call

Appendix B



-  Project Location
-  U.S Highway
-  Major Roads

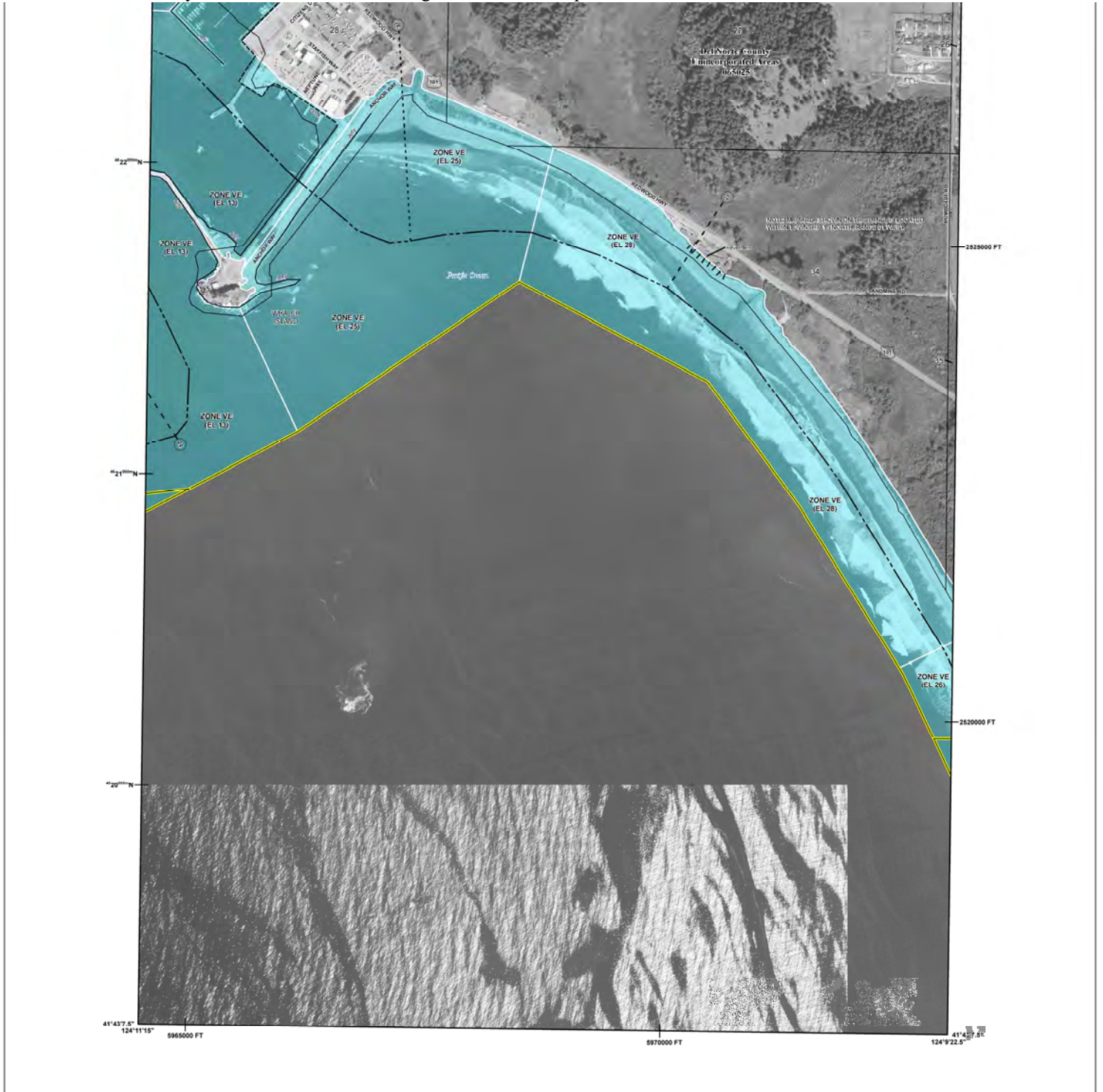


Sources: NOAA Fisheries: Aerial 2009 0.5 meter resolution;
StreetMap USA - TeleAtlas

Figure 1
Vicinity Map



Crescent City Harbor District Hazard Mitigation Plan 2024 Update



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)



NOTES TO USERS

For information and questions about this map, available products associated with the FIRM including historic versions of the FIRM, how to order products of the National Flood Insurance Program or general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-369-7277) or visit the FEMA Map Service Center website at <http://fema.gov>. Available products may include: previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the specific map data for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

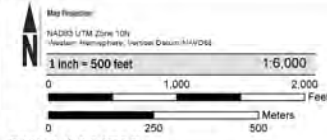
Communities adjoining land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the entire FIRM data. These may be ordered directly from the Map Service Center at the outdoor table above.

For community and contractor requirements, refer to Table 15 and Notice to Flood Insurance Users in this FIS report.

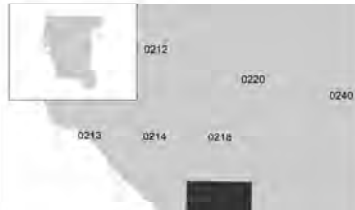
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6000.

Base Map information shown on this FIRM was derived from multiple sources: Coastal California LIDAR and Digital Imagery since 2011 was compiled from the Coastal Services Center where available, and it was supplemented with 2013 USDA National Agriculture Inventory (Program 2013 (NAIP)) imagery.

SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

DEL NORTE COUNTY, CALIFORNIA
 Not Incorporated Areas

PANEL 331 OF 675

COMMUNITY	NUMBER	PANEL	SUFFIX
CRESCENT CITY, CITY OF	08009	0331	E
DEL NORTE COUNTY	065025	0331	F



Appendix C

Vol 1 and 2 of the 2018 Del Norte Hazard Mitigation Plan

The entirety of the 2018 Del Norte Hazard Mitigation Plan can be found at the following links.

Volume 1

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.crescentcity.org/media/Community-Development/Development%20Permit%20Applications%20and%20Instructions/DelNorteCountyHMP_Vol1_Final.pdf

Volume 2

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.crescentcity.org/media/Community-Development/Development%20Permit%20Applications%20and%20Instructions/DelNorteCountyHMP_Vol2_Final.pdf

Appendix D

Adoption Resolution



4. Unfinished Business

- a. Review Proposals and Vote for Preferred Choice for South Beach Bathroom.**

Public Comment?

Creating Positive Social
& Environmental Impact



Community System Solutions

3.19.24

SOUTHBEACH BATHROOM

RFP RESPONSES

PRESENTED TO
CCHD BOARD OF COMMISSIONERS

AISLENE DELANE & MIKE BAHR

South Beach Bathroom RFP Memo

The Crescent City Harbor District was awarded \$450,000 in grant funding from the California Coastal Conservancy for the design and construction of an ADA compliant bathroom and shower facility at the intersection of Anchor and Starfish Ways, next to South Beach in the Harbor District.

The purpose of this project is to prepare an engineered design of the new bathroom and shower facility, secure all necessary permits, construct the facility, and ensure it is operational.

The Scope of Work for this project includes:

1. Preparation of engineered project design;
2. Completion and submission of required permits;
3. Construction of bathroom and shower facility and parking spaces;
4. Testing and securing permission to operate from permitting agencies.

A conference call to discuss the RFP was held on **Monday, February 5th, 2024, at 11:00 AM.**

A tour of the project area was conducted on **Monday, February 12th, 2024, at 1:00 PM.**

Responses to this request were received by the Harbor District by **Monday, February 26th, 2024, by 5:00 PM.**

We received responses from two firms. Harbor management team reviewed those responses and reached out with questions about their design in relationship to location on the bluff and so close to the ocean. Both firms responded by modifying their design and adjusting pricing. Those modified designs are presented to you as their final bid package.

The requested action for you today is to choose one of the designs to move forward with. The board can also reject the designs and we direct staff to move forward with the process again.

Integrated Modular Solutions presented a bid that totaled \$101,860.34. The bid includes three private ADA compliant stalls, one of which includes a changing table for families to utilize, and there are three outdoor showerheads located on the back of the building. The estimate also includes mitigation measures for water proofing, better insulation, and corrosion protection.

Public Restroom Company submitted a bid that totaled \$365,419. The bid includes three private stalls, two of which are ADA compliant and have changing tables for families to utilize. There is a drinking fountain and bottle filler located on one side of the unit, and two outdoor showerheads located on the other.

Neither submittal included a general contractor nor permit agency. Once the Board makes the decision on its preferred respondent, Harbor staff will move forward to address the need for permits, the pad, and utility tie ins. No bathroom will be purchased until all permits are secured.

Public Restroom Company Bid

Price Proposal: South Beach RR & Shower - Crescent City, CA
Bid Date: March 8, 2024
Reference: 11885B-3/7/2024-0

Our Offer to Sell:

1. Restroom Building 'B' delivered to site @ \$ 291,654

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 73,765 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 365,419

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
- 2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
- 3. Sidewalks outside the building footprint.**
- 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it

is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice

to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

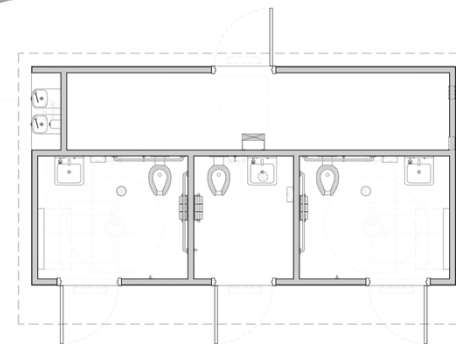
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

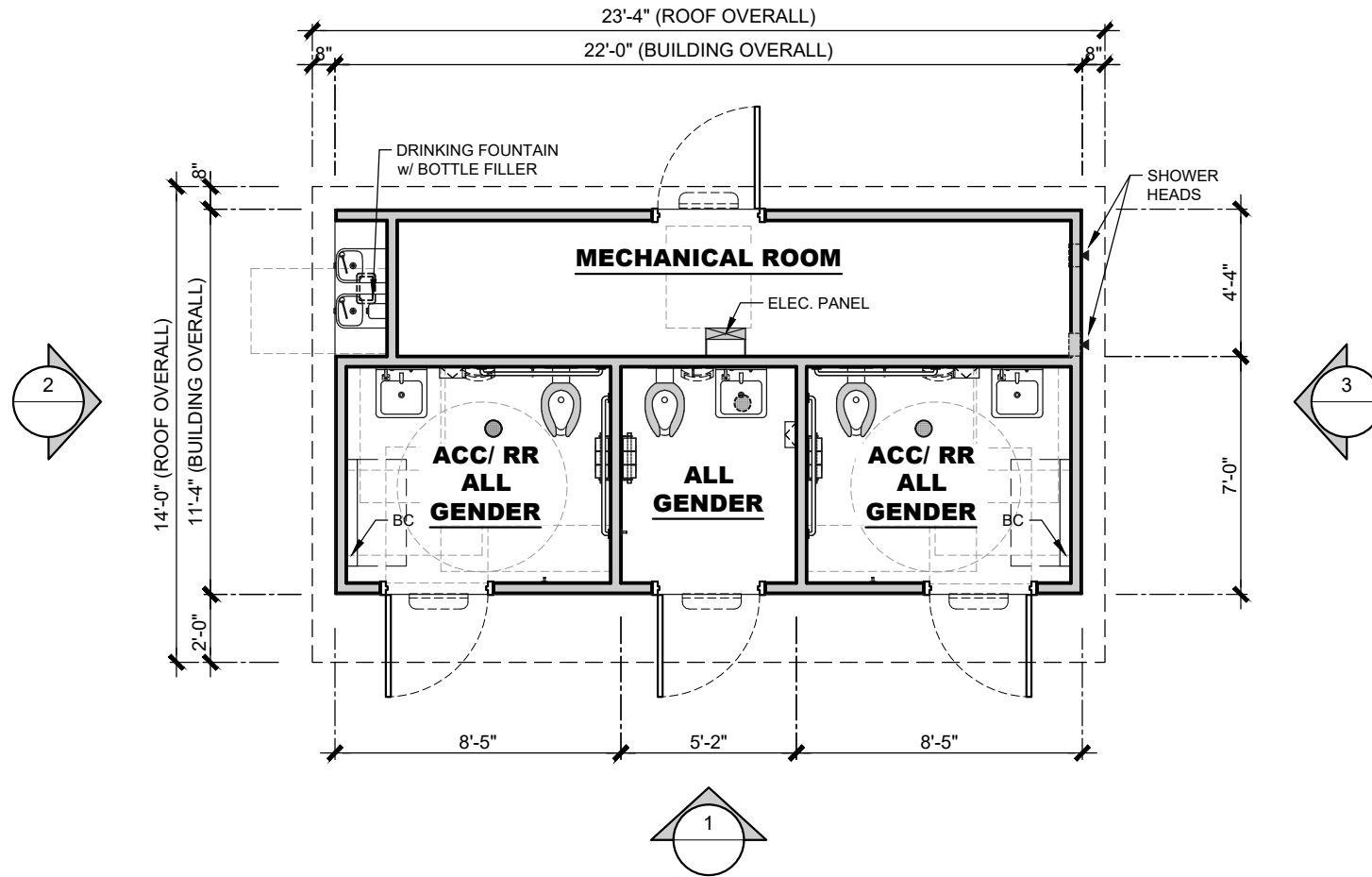
RESTROOM/ SHOWER SOUTH BEACH



www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

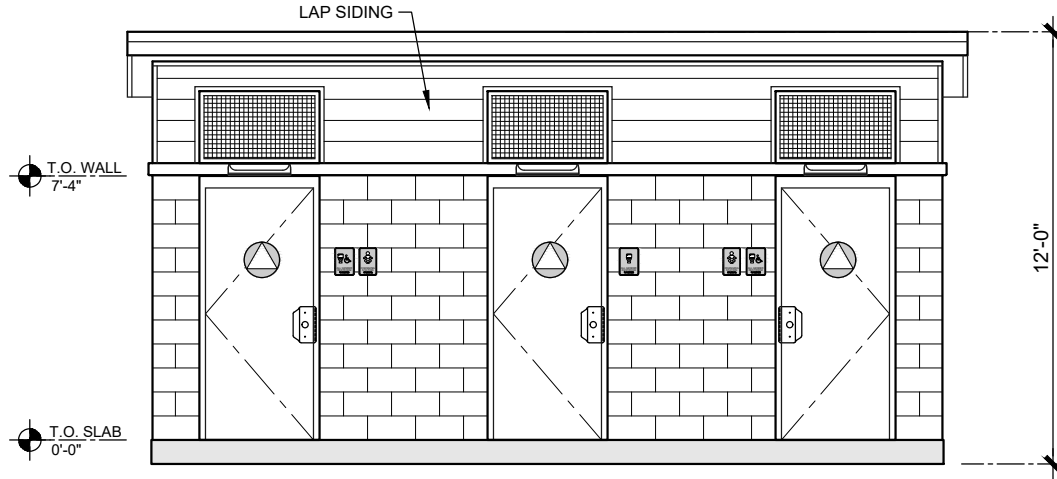
B
CRESCENT CITY,
CALIFORNIA
RESTROOM/
SHOWER BUILDING
COPYRIGHT 2024, PUBLIC
RESTROOM COMPANY
THIS MATERIAL IS THE
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PUBLIC RESTROOM
COMPANY AND SHALL
NOT BE REPRODUCED,
USED OR DISCLOSED TO
OTHERS EXCEPT AS
AUTHORIZED BY THE
WRITTEN PERMISSION OF
PUBLIC RESTROOM
COMPANY.



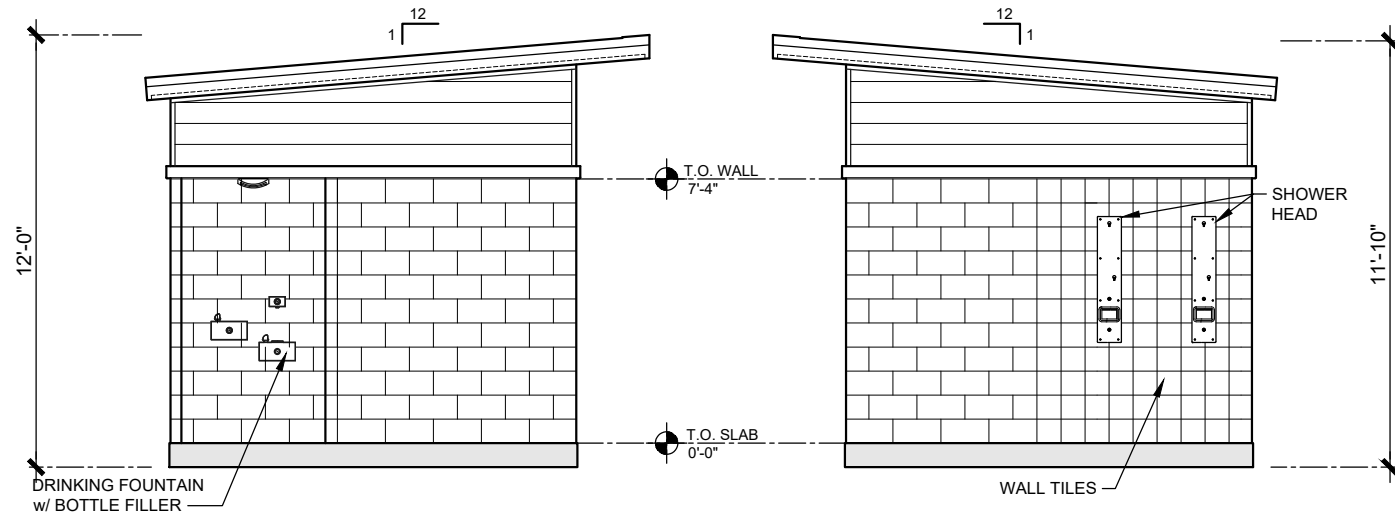
FLOOR PLAN
SCALE: 3/16"=1'0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

	<small>COPYRIGHT 2024, PUBLIC RESTROOM COMPANY. THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small>	BUILDING TYPE:	RESTROOM/ SHOWER BUILDING	REVISION #	-	REVISION DATE:		SHEET#	A-1
		PROJECT:	SOUTH BEACH CRESCENT CITY, CA	PROJECT #:	11885B	START DATE:	3/7/2024	DRAWN BY:	EOR



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"

ELEVATION 3
SCALE: 3/16"=1'-0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT



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BUILDING TYPE:	RESTROOM/ SHOWER BUILDING
PROJECT:	SOUTH BEACH CRESCENT CITY, CA

REVISION #	-
PROJECT #:	11885B

SHEET#	A-2
REVISION DATE:	
DRAWN BY:	
START DATE:	3/7/2024
DRAWN BY:	EOR
MAX. PERSON / HOUR:	135 S

Integrated Modular Solutions Bid



INTEGRATED MODULAR
SOLUTIONS

Integrated Modular Solutions

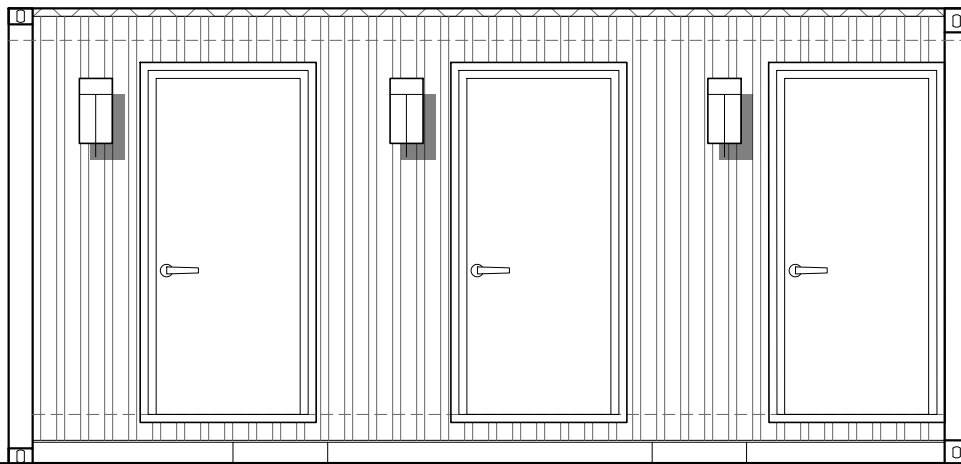
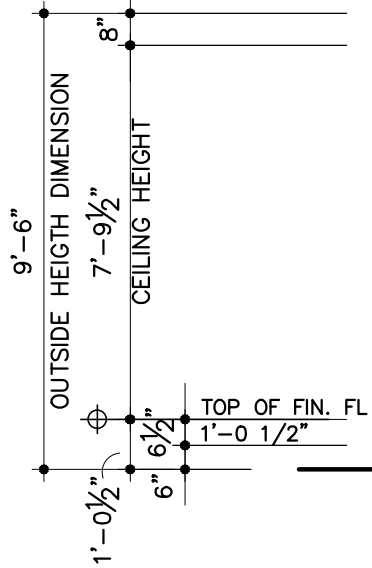
646 W. Broadway Rd Suite 402 • Mesa, AZ 85210 • Phone: 561-843-9360

Timothy Petrick
Job Address:
101 Citizens Dock Road
Crescent City, CA

Print Date: 3-7-2024

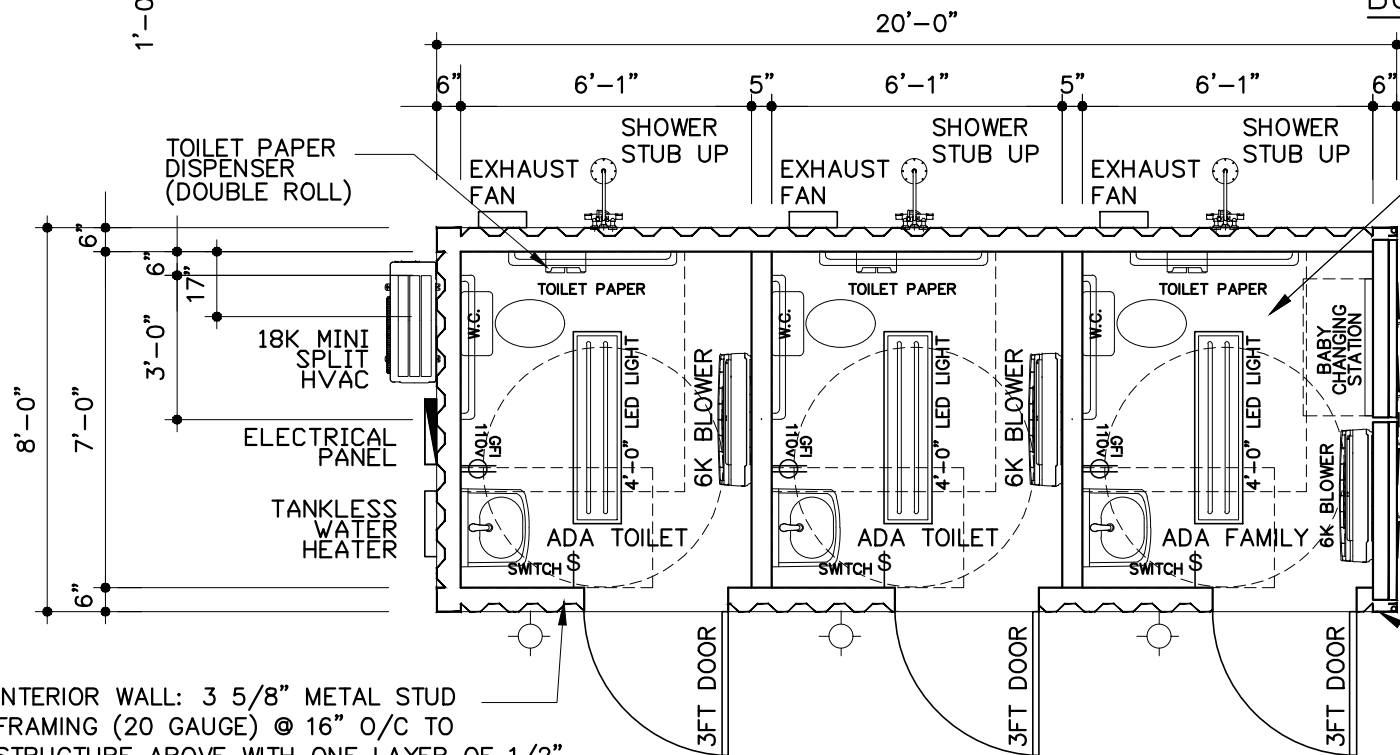
Proposal for South Beach Bathroom and Shower Facility

Timothy, here is a quote for the ADA Restroom
Drawing attached



BUILDING ELEVATION

SCALE 1/4"=1'-0"




INTERIOR CEILING: 6" METAL STUD FRAMING (20 GAUGE) @ 16" O/C TO STRUCTURE ABOVE WITH ONE LAYER OF 1/2" TRUSSCORE WALL PANEL SYSTEM, PROVIDE BATT INSULATION (R-13 CAVITY / R-6 CONTINUOUS).

EPOXY PAINTED EXTERIOR PANELS SELECT FROM STANDARD COLORS

FLOOR PLAN

SCALE 1/4"=1'-0"

INTERIOR WALL: 3 5/8" METAL STUD FRAMING (20 GAUGE) @ 16" O/C TO STRUCTURE ABOVE WITH ONE LAYER OF 1/2" TRUSSCORE WALL PANEL SYSTEM, PROVIDE BATT INSULATION (R-13 CAVITY / R-6 CONTINUOUS) TO STRUCTURE ABOVE.

 INTEGRATED MODULAR SOLUTIONS		<h1 style="margin: 0;">SOUTH BEACH</h1> <p style="margin: 0;">(3) ADA RESTROOMS</p>		
		SIZE 20FT H.C.	DATE: 01/24/24	APPROVAL SIGNATURE
SCALE: 1/4"=1'-0"		TYPE: SHIPPING CONTAINER		SHEET: 1

%0 - ENGINEERING

Items	Description	Qty/Unit
Engineering - Electrical Engineering	Electrical Engineering Plan and Review	1
Engineering - Mechanical Engineering	Mechanical Engineering Plan and Review	1
Engineering - Plan Review & Inspection Engineering	Third-Party Inspection Fee	3
Engineering - State Insignia Engineering	State Insignia	1
Engineering - Structural Engineering	Structural Engineering Plan and Review	1

%1 - CONTAINER

Items	Description	Qty/Unit
Container - 20' - High-Cube - New Container - 20'	New 20' High-Cube Container	1
Container Freight-In To Yard Container Freight-In	Container Freight-In To Yard	1

%4 - ELECTRICAL

Items	Description	Qty/Unit
Electrical - Exit Sign- Battery Back up Electrical Materials	Electrical - Exit Sign- Battery Back up	3
Lights - Interior - Ceiling Light 4-FT Electrical Materials	Wraparound LED Ceiling Light (4-FT)	3
Electrical - Outlets - 110V Electrical Materials	Electrical-Outlets -110V	3
Electrical - Light Switch Electrical Materials	Electrical - Light Switch	3

%6 - MECHANICAL - HVAC

Items	Description	Qty/Unit
Mechanical - HVAC - Mini-Split 18,000 HVAC	Daiken Mini-Split HVAC 18,000 BTU with 3 blowers	1

%5 - PLUMBING - SHOWER ENCLOSURES

%2 - EXTERIOR - DOORS & WINDOWS

Items	Description	Qty/Unit
Exterior - Door - Steel 3068 Doors & Frames	Steel Door (3068)	3

%3 - INTERIOR

Items	Description	Qty/Unit
Plumbing - Restroom Equipment - Oval Bathroom Mirror Restroom Equipment	Restroom Mirrors	3
Interior - Insulation - Fiberglass (R-30) Insulation	Fiberglass Insulation (R-30)	1
Interior - Insulation - Reflective Insulation	Reflective Insulating Shield	1
Interior - Insulation - Fiberglass (R-19) Insulation	Fiberglass Insulation (R-19)	1
Interior - Stud & Track - 40' Container Interior Materials	Metal Framing Stud & Track	1
Interior - Wall Panel - FRP Smooth Interior Materials	Smooth Class A Fiberglass Reinforced Plastic Wall Panels 4 ft up walls	15
Interior - Wall Panel - FRP Glue Wall Panels	FRP Glue	1

%5 - PLUMBING - RESTROOM EQUIPMENT

Items	Description	Qty/Unit
Plumbing - Restroom Equipment - ADA Grab Bar - 18 Restroom Equipment	Stainless ADA Compliant Grab Bar (18 Inches)	3
Plumbing - Restroom Equipment - ADA Grab Bar - 36 Restroom Equipment	Stainless ADA Compliant Grab Bar (36 Inches)	3
Plumbing - Restroom Equipment - Exhaust Fan Restroom Equipment	Ceiling Bathroom Exhaust Fan 50 CFM	3
Plumbing - Restroom Equipment - Toilet Paper Dispenser - Commercial Restroom Equipment	Commercial 2-Roll Toilet Paper Dispenser	3

%7 - LABOR

Items	Description	Qty/Unit
Labor - General Construction Labor - General	General Construction Labor	375

%8 - SHOP OVERHEAD

Items	Description	Qty/Unit
Overhead - Exterior Materials Buildertrend Flat Rate	Shop Overhead - Exterior Materials - Caulk, Screws & Fittings	1
Overhead - Welding Materials Buildertrend Flat Rate	Shop Overhead - Welding Materials - Cutting, Grinding & Welding	1

%4 - ELECTRICAL - ENCLOSURES

Items	Description	Qty/Unit
Electrical - Panel Box - 1 PH / 125 AMP / 24 SLOT Electrical Materials	Load Center Panel Box (1PH / 125 AMP / 24 SLOT)	1

%5 - PLUMBING - TOILETS & URINALS

Items	Description	Qty/Unit
Plumbing - Toilets & Urinals - Toilet - Floor Mount Toilet Toilets & Urinals	Floor Mount Toilet	3

Items	Description	Qty/Unit
Plumbing - Materials - Miscellaneous Plumbing Materials	Miscellaneous Plumbing Materials	3
Plumbing - Materials - ABS Plumbing Materials	Plumbing Pipe (ABS)	1
Plumbing-Floor Drain-Inside Plumbing Materials	Plumbing-Floor Drain-Inside	3
Plumbing - Sinks & Faucets - Sink - Hand Wash Sink Sinks & Faucets	Hand Wash Sink Stainless steel all in one with soap and paper towel dispensors	3

%6 - MECHANICAL - WATER HEATERS

Items	Description	Qty/Unit
Mechanical - Water Heater - Tankless - Water Heaters	https://www.homedepot.com/p/Rheem-Performance-Plus-9-5-GPM-Natural-Gas-Outdoor-Tankless-Water-Heater	1

%2 - EXTERIOR

Items	Description	Qty/Unit
Exterior - Paint corrosive resistant Exterior Materials	Exterior Epoxy Paint corrosive resistant paint	12

%3 - INTERIOR - DRYWALL

Items	Description	Qty/Unit
Interior - Drywall - Mold Resistant (1/2) Drywall	Drywall (1/2-IN X 4-FT X 8-FT) Mold Resistant	30

%3 - INTERIOR - FLOORING

Items	Description	Qty/Unit
Interior - Flooring - Vinyl - 20 Flooring	Rolled Vinyl Flooring with 4" Wall Extension	1

%3 - INTERIOR - SUB-FLOOR

Items	Description	Qty/Unit
Interior - Flooring - Sub Floor Interior Materials	Subfloor to Contain Plumbing Apparatus	5

%9 - DELIVERY

Items	Description	Qty/Unit
Container Delivery to Customer Customer Container Delivery	Container Delivery to CA	1

%6 - Mechanical

Items	Description	Qty/Unit
Mechanical - HVAC - Set Line HVAC Materials	Daiken HVAC Set Line	3

%5 - Plumbing

Items	Description	Qty/Unit
Plumbing - Shower - stub out Shower Enclosures	Plumb for shower head in rear of building	3

%0 - Engineering

Items	Description	Qty/Unit
Engineering - Design Fee Engineering	Project Drafting & Design Fee	1

%2 - Exterior

Items	Description	Qty/Unit
Exterior - Door & Window Rain Shield Doors & Frames	Steel Door & Window Overhead Rain Shield	3

%3 - Interior

Items	Description	Qty/Unit
Interior-Paint-interior Interior Materials	Interior-Paint-interior	10
interior-Tape and Texture-Interior Interior Materials	interior-Tape and Texture-Interior	3
Interior-Equipment-Baby changing statioj Interior Materials	Interior-Equipment-Baby Change in Family designated room	1
Interior - Insulation - Spray Foam Insulation	Closed Cell Spray Foam Insulation under container floor of 2 inches	320

Total Price: \$101,860.34



TERMS OF SALE AGREEMENT

This Terms of Sale Agreement (Agreement) is between INTEGRATED MODULAR SOLUTIONS LLC and its affiliates (Manufacturer) and Purchaser (Customer), who each agree as follows:

1. TERMS OF ALL SALES: (a) All sales of Manufacturer's Products to Customer shall be made under and subject to the provisions of the Manufacturer's quotation, order acknowledgement, and this Agreement. (b) Unless otherwise established by Manufacturer, all sales will be due and payable before shipment. Deposits may be required. (c) All shipping expenses, such as freight, delivery charges etc. are the customer's responsibility. (d) Sales and use taxes, or fees of any kind, if any, shall be paid by Customer. (e) For any non- catalog items, Customer will furnish Manufacturer with specifications and Manufacturer will furnish Customer with a price quote. Unless otherwise stated on the quotation, all items quoted will be Manufacturer's standard design and materials and may represent an alternative to the item requested. It is the Customer's responsibility to determine the acceptability/reliability of the specifications delivered to Manufacturer and further, the use of the Product for the purposes of the end-user/customer before placing an order with Manufacturer. (f) All weights, gages, dimensions and tolerances for Manufacturer's Products will be subject to standard permissible variations as determined by the manufacturer. (g) No orders placed with Manufacturer will be delayed except as may be specifically agreed in writing at time of acceptance of order. If an order is delayed before manufacturing is complete it shall be subject to revised current pricing when it is released to proceed. If an order is partially or fully manufactured and delayed from shipping, the Customer agrees to pay storage fees of 0.2% (2/10ths of a percent) of the order price per day, and third-party storage fees if applicable. If a there is shipping delay by the Customer, all invoices for the order must be paid immediately, periodic storage fees will be due on receipt, and any balance due must be paid in full before shipment. (h) Should an order be cancelled, the Customer shall be responsible to pay Manufacturer per its cancellation policy (see paragraph 6). Under no circumstance, shall the customer not pay for Manufacturer's work completed or purchases made for the order.

3. CLAIMS AGAINST MANUFACTURER: If the Customer believes it has a claim of any nature whatsoever against the Manufacturer, it shall give the Manufacturer written notice with detailed explanation and pictures, within ten (10) days of the occurrence of the event upon which the claim is based. See paragraph 14 for the required delivery method. In default of such notice and proper delivery, the claim is waived.

5. PRODUCT LIABILITY: (a) Manufacturer shall be responsible only for repairing manufacturing defects of the Product. Manufacturer shall not be liable for any damages or expenses caused directly or indirectly by Customer or third parties as a result of scheduling, delivery, construction, handling, installation, assembly, unpacking, storage, or use of the Product in any way. (b) Customer shall be liable for any representations or warranties made by it without the approval of Manufacturer in its advertising, brochures, manuals, or by its agents, employees, or representatives, whether in writing or orally with respect to each Product. (c) Customer agrees to defend, indemnify, and hold Manufacturer, and its officers, directors, agents, affiliates and employees, harmless against all costs, expenses, and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Manufacturer based on Customer's breach of any representations or warranties contained herein or as a result of any of Customer's actions or inactions.

6. LIMITED WARRANTY: All of Manufacturer's Products sold to Customer, except those Products manufactured by others or for which a specific warranty has been published, and provided full payment per terms has been made by the Customer for the Product, shall carry the following: LIMITED WARRANTY: Manufacturer warrants that interior products furnished by Manufacturer under this Agreement will be free from defects in workmanship and material for a period of One (1) year after delivery to Customer, and one (1) year for exterior Products. Written notice as to any claim or defect must be furnished per paragraph 2 and delivered per paragraph 14. In default of such proper notice and delivery or should full payment per terms not have been made, the claim is waived. Upon satisfactory demonstration of the merits of the claim, Manufacturer will, within a reasonable time, make any necessary repair or corrections, or at the option of Manufacturer, replace the defective article free of charge. Charges for correcting defects will not be allowed unless approved in writing by the Manufacturer, and manufacturer has specifically authorized the amount that it will allow. All charges for correcting a defect shall not exceed the amount paid for that item. This warranty will not apply to defects caused by improper installation or handling, or to any of Manufacturer's Products which shall have been repaired or altered by anyone other than Manufacturer, without Manufacturer's written consent, or which have been subjected to misuse, neglect or accident. Customer is expected to touch up minor cosmetic or finish defects and understands that these types of defects are typically corrected at the job site. NO FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN ARE MADE BY THE MANUFACTURER, and this paragraph sets forth the full extent of liability arising from the manufacture, use or sale of the Products and materials sold hereunder. No allowances will be made for delays or loss of profit, nor for any other special, indirect or consequential damages or injuries, whether based on tort or contract.

9. PRODUCTS MANUFACTURED BY OTHERS: Products furnished, but not manufactured by Manufacturer, shall be warranted only to the extent of the original manufacturer's warranty. Claims shall be made directly with that manufacturer.

10. CANCELLATION AND RETURN POLICY: All orders are subject to progress billings per the following fee schedule: Three (3) days after receipt of the order no charge; afterwards a minimum cancellation fee of 5% will apply. After drawings are complete or sent out for approval, the minimum cancellation fee is 25%. Reworking of drawings during the approval process can increase the cancellation fee. Once the approval drawings are approved the minimum cancellation fee is 50%. Cancellations are not allowed for any reason for non-stock items, materials or outsourced items purchased, or after an order is placed in production, and are subject to full invoicing. Orders are considered placed in production (and non-cancellable) when the shop drawings and bill of materials are complete and released by our operations team to the plant manager. Shipped orders are non-returnable. Before shipment, should the Customer not pay deposits or invoices per terms, the Manufacturer may cancel the order at its sole discretion and progress billings per this paragraph shall be due from Customer.

12. FORCE MAJEURE: Manufacturer shall not be deemed in default for failure of performance under this Agreement, provided such failure is due to strikes, riots, insurrections, fire, acts of God, inability to obtain labor, machinery, material, funds, or merchandise, or for any cause beyond their reasonable control.

13. EXAMINATION ON DELIVERY: Customer agrees to compare all packages received with the packing list to ensure proper quantities and sizes have been received. Customer agrees any damage to any shipping packages or containers, or missing packages or containers must be noted on the delivery receipt, at the time of delivery, and given to the delivering driver. Customer understands that failure to properly mark the delivery receipt for any of the above issues shall constitute acceptance of the delivery as is, excluding concealed damage. Customer understands that time is of the essence for concealed damage claims and shall make these claims with the carrier within five (5) days of receipt of the shipment, or in the required time per carriers' policy. All claims for loss or shortage, or any damage in transit must be made with carrier by the Customer immediately, and the Customer shall also notify the Manufacturer immediately of such claims. Claims for shortage, improper or damaged material for which Manufacturer would be responsible will not be recognized by Manufacturer unless a written notice to the Manufacturer specifying in detail the nature and extent of the shortage, damage, etc. is furnished within five (5) days after the delivery of Products. Refer to paragraph 2 and paragraph 14 for proper notice and delivery instructions.

15. WAIVERS: Any waiver by either party of any provision of this Agreement or breach hereof shall not constitute a waiver of that provision or the breach on any future occasion or of any other provision or breach of this Agreement. Neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No understanding or course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any breach.

16. SEVERABILITY: In case any provision of this Agreement is held to be prohibited by or invalid or unenforceable under applicable law by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. The parties agree to substitute any such prohibited or invalid provision by another which shall lead to the economic result nearest to the one which would have resulted under the provision held invalid or prohibited.

17. BINDING ARBITRATION: (a) Any disputes, controversies, or differences arising between the parties hereto in connection with this Agreement will be settled by mutual negotiation. Any dispute, controversy, claim or difference which cannot be solved by such mutual negotiation will be finally settled by binding arbitration administered by the American Arbitration Association (Arbitration) by either Manufacturer or Customer serving written notice upon the other. Any such Arbitration will be held in Maricopa County, Arizona, according to the Commercial Dispute Resolution Procedures (Including Mediation and Arbitration Rules) of the American Arbitration Association as amended and in effect at the time the Arbitration is commenced (Commercial Arbitration Rules). (b) The Arbitration will be heard by a single arbitrator (Arbitrator) chosen according to the Commercial Arbitration Rules as amended and in effect at the time the Arbitration is commenced. (c) There will be no discovery in the Arbitration other than as set forth in this Agreement, including, without limitation, written interrogatories, sworn depositions, and stipulations of admissions. (d) The prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including but not limited to attorney's fees in all investigations, trials, bankruptcy and appeals.

19. COLLECTION EXPENSES: Customer agrees to pay all expenses associated with the collection of delinquent debts, including reasonable attorney's fees, Manufacture's administrative costs and expenses, and interest charges for all of the above expenses at the maximum rate of 1-1/2% per month or at the highest interest rate allowed by law.

20. PRODUCT RECLAMATION: Customer agrees that shipped orders not paid in full per terms may be reclaimed as arranged by Manufacturer. Customer shall pay all expenses associated with the reclamation of Product. Product reclaimed is non-refundable.

21. NOTICES: All notices required under this Agreement or given in connection with it shall be in writing and sent by personal delivery, or overnight next day delivery service by an entity that provides a trackable send and receive date such as the United States Postal Service, Federal Express, or United Parcel Service. The notice shall be marked to the attention of the President at INTEGRATED MODULAR SOLUTIONS LLC, Phoenix, AZ 85009. Such notice shall be deemed given on the date sent. Electronic notices such as facsimile machines, email etc., are not acceptable. Delivery to any person other than the President at INTEGRATED MODULAR SOLUTIONS is not acceptable. In default of such proper notice and delivery as described herein, the claim is waived.a

22. **GOVERNING LAW AND VENUE:** The validity, interpretation and enforcement of this Agreement and all other instruments and documents executed in connection with this transaction shall be governed by Arizona law. Notwithstanding anything contained herein to the contrary, each party shall have the right to institute judicial proceedings if necessary. Venue for any court proceedings pursuant hereto shall be in Maricopa County, Arizona. Customer agrees that any judicial proceedings filed by the Customer outside of this Venue shall be dismissed at the Manufacturer's request for a change of Venue. Should a different Venue other than Maricopa County, Arizona be used, Customer agrees to pay travel related expenses for Manufacturer's representatives. Customer further agrees to be bound by any judgement, including by default, from judicial proceedings in this Venue and to be bound by the Uniform Enforcement of Foreign Judgments Act.

24. **WAIVER OF JURY TRIAL:** To the extent a claim, dispute, difference or matter hereunder is not subject, as a matter of law, to resolution by binding Arbitration, the parties agree that the venue for any such required judicial proceeding shall be Maricopa County, Arizona. CUSTOMER AND MANUFACTURER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

25. **BUILDING CODES AND PERMITS:** Customer agrees that Manufacturer shall have no responsibility or obligation to have all drawings submitted or reviewed with regards to building code compliance. Further, building permits may be required and are the responsibility of the Customer or end-user.

26. **INDEMNIFY AND HOLD HARMLESS:** Customer agrees to indemnify and hold harmless, Manufacturer, its affiliates, its employees, successors, assigns, agents, officers, directors, and representatives from all costs, expenses and losses incurred by any claim with regards to Customer's failure to comply with the conditions contained herein.

27. **AGREEMENT BINDING IN SUCCESSORS:** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

28. **ENTIRE CONTRACT, EXECUTION AND AMENDMENTS:** This Agreement (including the Quotation, Order Acknowledgement, and Exhibits hereto) incorporates the entire understanding of the parties in respect of its subject matter, and supersedes any and all prior agreements, contracts, undertakings or arrangements, written or oral. This Agreement without modification shall be considered executed and binding without the need for signatures on the date an order is placed by the Customer with the Manufacturer. This Agreement may not be amended except by means of a written instrument signed by both parties. No amendment to this Agreement (including the Exhibits hereto) nor any change, change order, modification, addition, deletion, or the like to any purchase order by Customer for any of the Products purchased by Customer from Manufacturer under this Agreement shall be binding upon Manufacturer unless in writing and executed by both Customer and the President of Manufacturer.

PAYMENT TERMS

- 33% Payment prior to starting the build, this will put your building in the queue, actual build start time may be later than payment date.
- 33% upon State approved plans
- 33% on delivery

DELIVERY

Estimate 8-10 Weeks from receipt of your deposit.

Thank you

Karl Foust

Managing Member

INTEGRATED MODULAR SOLUTIONS LLC

646 W Broadway Rd

Suite 402

Phoenix, AZ 85210

Office: 480-420-9816

Cell: 561-843-9360

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



**INTEGRATED MODULAR
SOLUTIONS**

KARL FOUST
PRESIDENT
DIRECT:561-843-9360

MAIN: 602-610-5517
KARL@IMSBUILDER.COM
WEB: IMSBUILDER.COM

646 W BROADWAY ROAD; SUITE 402
MESA ARIZONA 85210

June 8, 2022

City of Phoenix

Re: Request for Qualifications

To Whom it may concern:

Please accept this submittal package as application by Integrated Modular Solutions for the City of Phoenix master list of vendors who are capable of providing a variety of emergency housing options.

Integrated Modular Solutions is a modular construction company that specializes in the conversion of shipping containers for commercial applications. The Company is licensed as a M9-E Manufacturer in Arizona as well as a dealer D-10. We also carry manufacture licenses in California and Texas as well as a builder license in Texas.

Our menu of projects includes: office containers, restroom containers, shower containers, laundry containers, commercial kitchen containers, food service containers and single resident occupancy (SRO) housing containers.

We can supply any of the requested buildings, constructed from new shipping containers:

- Single and/or double occupancy emergency sleeping cabins, with electrical, no plumbing (drawing and proposal enclosed)
- Single structures with any combination of single and double occupancy emergency sleeping cabins with electrical, no plumbing.
- Single occupancy emergency sleeping cabins with electrical and plumbing (drawing with pricing enclosed)
- Double occupancy emergency sleeping cabins with electrical and plumbing
- Single structures with any combination of single and double occupancy emergency sleeping cabins with electrical and plumbing.

All of these units will come with the California HCD insignia and/or inspection certificate by third-party Intertek PSI.

Sincerely,

Karl Foust

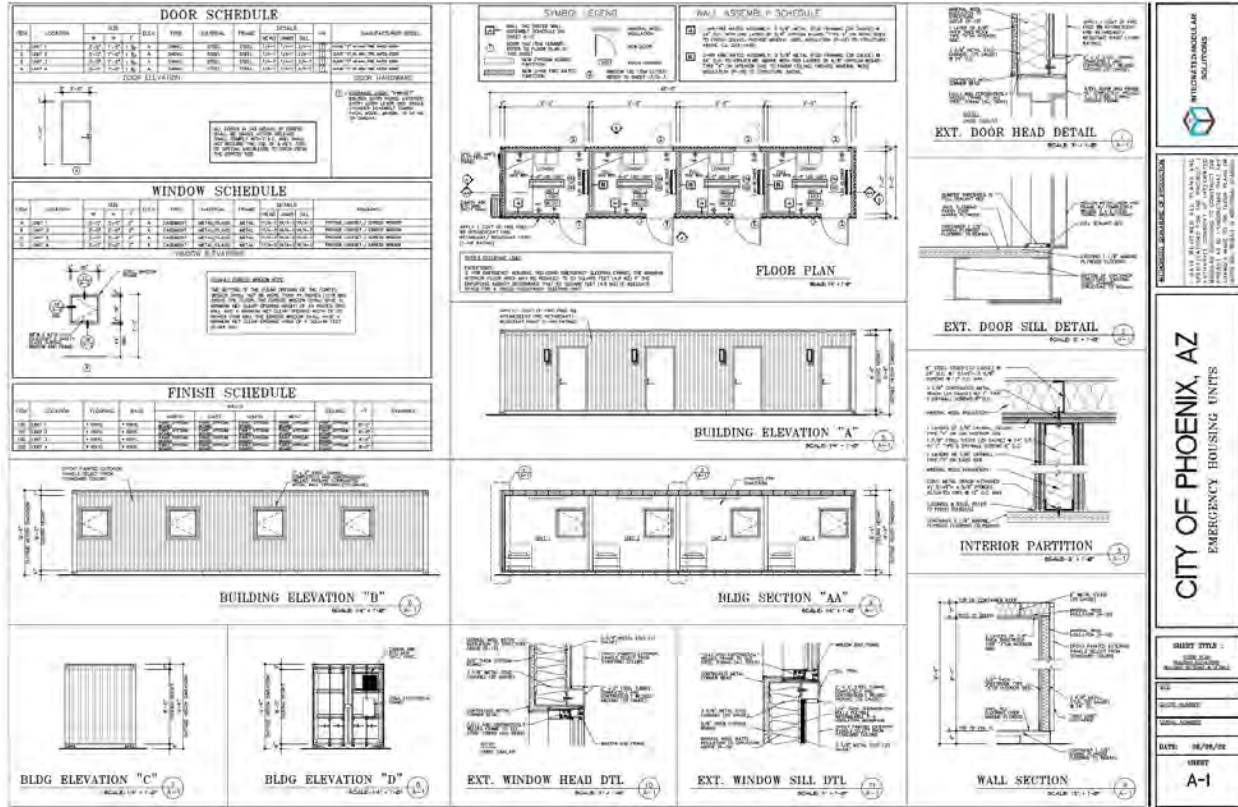
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1. SCOPE OF SERVICES

ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 4 SLEEPING UNITS NO PLUMBING

SINGLE 40' CONTAINER



SALES PROPOSAL – EMERGENCY HOUSING – 4 SLEEPING UNITS NO PLUMBING

SINGLE 40' CONTAINER



Integrated Modular Solutions
646 W. Broadway Rd Suite 402 • Mesa, AZ 85210 • Phone: 561-843-9360

City Of Phoenix

Print-date: 6-8-2022

Here is a proposal on the 4 unit emergency housing unit, drawing attached This unit would have to come under some emergency housing directive as each room square footage is 66

I quoted this with the interior connecting walls to have a 2-hour fire rating, the exterior of the building painted with fire free BB paint to give each exterior a 1-hour fire rating (see attached brochures)

Each room has a 12,000 BTU cooling and heating blower from the 4 ton split unit attached

Each room has Dura lux waterproof plank vinyl flooring, has the Commercial grade MT 8000 Bed 36x 80 with

- Bed Bug Resistant RegalFlex – Blue Nylon Dormitory Mattress
• Cover: Blue Nylon Dormitory Mattress, antibacterial, anti fungal, water proof, flame retardant mattress.
• Style: Available as innerspring or all high density foam
• Fire Test: Meet or exceed the fire test requirements under CFR-Part 1633 Open Flame standard

Engineering costs are about \$8000 which should actually only be for the first unit since all are the same, there may be minor engineering costs but each subsequent building after the first should be \$7000-\$8000 less that the first!

That is about \$65,000 for each subsequent building

Attached Files:

Price Breakdown

%1 - CONTAINER

Table with 2 columns: Description, Qty / Unit. Rows include: New 40' HC Container (1), Container Freight-In To Yard (1), Container Delivery Local (1)

%2 - EXTERIOR - DOORS & WINDOWS

Description	Qty / Unit
3060 Metal man door with lock	4

%2 - EXTERIOR

Description	Qty / Unit
Exterior Paint fire Free 888 for 1 hour fire rating (quoted 1 hr) \$1950 for 1 hour \$3800 for 2 hour	20
Metal Framing Stud & Track	1
Square Steel Tube Exterior Door frame	4
Exterior-Window-48x48-Vinyl-Window with egress and lock	4
Square Steel Tube Exterior Window Frame	4

%3 - INTERIOR - DRYWALL

Description	Qty / Unit
Drywall (5/8-IN) installed double on joined walls for 2 hour fire barrier between rooms with fire tape	58
Fiberglass Insulation (R-30)	1
Fiberglass Insulation (R-19)	1
Reflective Insulating Shield	1
Interior-Paint-interior Egg Shell	10
interior-Tape and Texture-Interior	1

%3 - INTERIOR - FLOORING

Description	Qty / Unit
LVT Vinyl Flooring installed	1
interior-4" rubber floor molding	1

%3 - INTERIOR - SUB-FLOOR

Description	Qty / Unit
floor Plywood	10
Interior - Furnishing - Bed and Mattress MT 8000 with Heavy duty commercial grade mattress	4
Interior-Equipment-Locker Metal Locker 36" W x 18" D x 46" H Black	4

%4 - ELECTRICAL

Description	Qty / Unit
Outdoor LED Wall Light with Photocell	4
Wraparound LED Ceiling Light (4-FT)	4
Load Center Panel Box (1PH / 125 AMP / 24 SLOT)	1
Electrical-Outlets -110V	12
Electrical - Light Switch with sensors	4

Electrical-Conduit-Wire

1

%6 - MECHANICAL - HVAC

Description	Qty / Unit
Daiken Mini-Split HVAC 48,000 BTU with Four 12k blowers	1
Daiken HVAC Set Line	2

%7 - LABOR

Description	Qty / Unit
General Construction Labor	175

%8 - SHOP OVERHEAD COST POOL

Description	Qty / Unit
Shop Overhead - Exterior Materials - Caulk, Screws & Fittings	1
Shop Overhead - Welding Materials - Cutting, Grinding & Welding	1

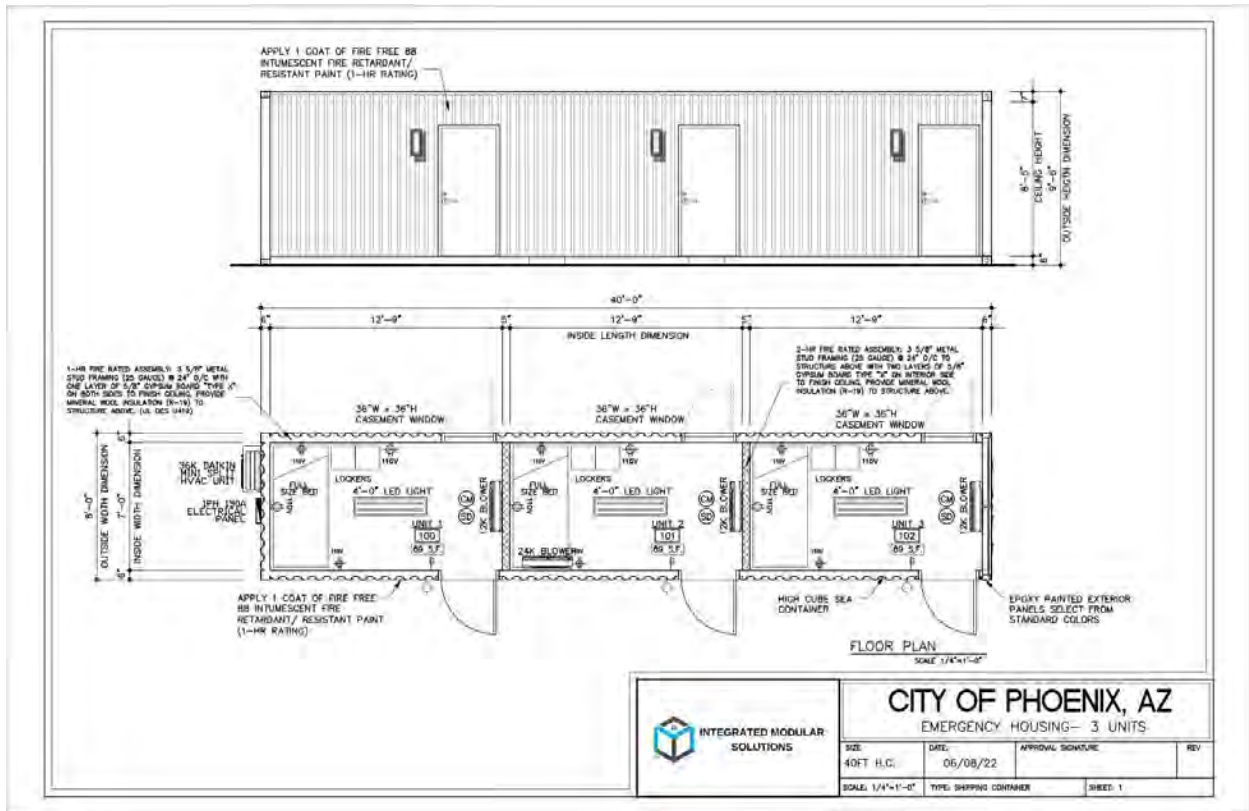
%0 - ENGINEERING

Description	Qty / Unit
Project Drafting & Design Fee	1
Electrical Engineering Plan and Review	1
Mechanical Engineering Plan and Review	1
Third-Party Inspection Fee	2
State Insignia	1
Structural Engineering Plan and Review	1

Total Price: \$72,585.50

ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 3 SLEEPING UNITS NO PLUMBING

SINGLE 40' CONTAINER



SALES PROPOSAL – EMERGENCY HOUSING – 3 SLEEPING UNITS NO PLUMBING

SINGLE 40' CONTAINER



Integrated Modular Solutions
646 W. Broadway Rd Suite 402 • Mesa, AZ 85210 • Phone: 561-843-9360

City Of Phoenix

Print-date: 6-8-2022

James , here is a proposal on the 3 unit emergency housing unit, drawing attached

I quoted this with the interior connecting walls to have a 2-hour fire rating, the exterior of the building painted with fire free 88 paint to give each exterior a 1-hour fire rating (see attached brochures)

Each room has a 12,000 BTU cooling and heating blower from the 3 ton split unit attached

Each room has Dura lux waterproof plank vinyl flooring, has the Commercial grade MT 8000 Bed 36x 80 with

- **Bed Bug Resistant RegalFlex – Blue Nylon Dormitory Mattress**
- **Cover:** Blue Nylon Dormitory Mattress, antibacterial, anti fungal, water proof, flame retardant mattress.
- **Style:** Available as innerspring or all high density foam
- **Fire Test:** Meet or exceed the fire test requirements under CFR-Part 1633 Open Flame standard

Engineering costs are about \$8000 which should actually only be for the first unit since all are the same, there may be minor engineering costs but each subsequent building after the first should be \$7000-\$8000 less that the first!

That is about \$60,000for each subsequent building

Attached Files:

Price Breakdown

%1 - CONTAINER

Description	Qty / Unit
New 40' HC Container	1
Container Freight-In To Yard	1
Container Delivery to Local	1

%2 - EXTERIOR - DOORS & WINDOWS

Description	Qty / Unit
-------------	------------

3060 Metal man door with lock	3
-------------------------------	---

%2 - EXTERIOR

Description	Qty / Unit
Exterior Paint fire Free 888 for 1 hour fire rating (quoted 1 hr) \$1950 for 1 hour \$3800 for 2 hour	20
Metal Framing Stud & Track	1
Square Steel Tube Exterior Door frame	3
Exterior-Window-48x48-Vinyl-Window with egress	3
Square Steel Tube Exterior Window Frame	3

%3 - INTERIOR - DRYWALL

Description	Qty / Unit
Drywall (5/8-IN) installed double on joined walls for 2 hour fire barrier between rooms with fire tape	54
Fiberglass Insulation (R-30)	1
Fiberglass Insulation (R-19)	1
Reflective Insulating Shield	1
Interior-Paint-interior Egg Shell	10
interior-Tape and Texture-Interior	1

%3 - INTERIOR - FLOORING

Description	Qty / Unit
LVT Vinyl Flooring installed	1
interior-4" rubber floor molding	1

%3 - INTERIOR - SUB-FLOOR

Description	Qty / Unit
floor Plywood	10
Interior - Furnishing - Bed and Mattress MT 8000 with Heavy duty commercial grade mattress	3
Interior-Equipment-Locker Metal Locker 36? W x 18? D x 46? H Black	3

%4 - ELECTRICAL

Description	Qty / Unit
Outdoor LED Wall Light with Photocell	3
Wraparound LED Ceiling Light (4-FT)	3
Load Center Panel Box (1PH / 125 AMP / 24 SLOT)	1
Electrical-Outlets -110V	8
Electrical - Light Switch with sensors	3
Electrical-Conduit-Wire	1

%6 - MECHANICAL - HVAC

Description	Qty / Unit
Mini-Split HVAC 36,000 BTU with Three 12k blowers	1
HVAC Set Line	2

%7 - LABOR

Description	Qty / Unit
General Construction Labor	185

%8 - SHOP OVERHEAD COST POOL

Description	Qty / Unit
Shop Overhead - Exterior Materials - Caulk, Screws & Fittings	1
Shop Overhead - Welding Materials - Cutting, Grinding & Welding	1

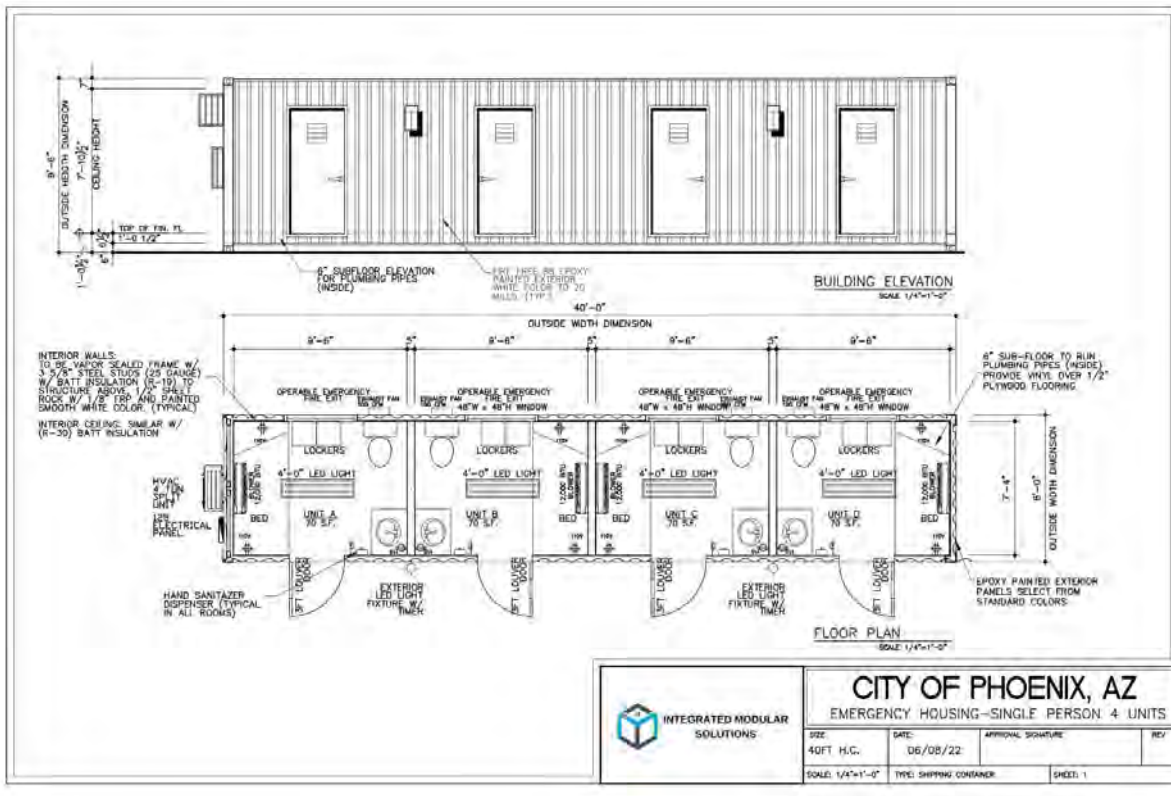
%0 - ENGINEERING


Description	Qty / Unit
Project Drafting & Design Fee	1
Electrical Engineering Plan and Review	1
Mechanical Engineering Plan and Review	1
Third-Party Inspection Fee	2
State Insignia	1
Structural Engineering Plan and Review	1

Total Price: \$67,712.50

ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 4 SLEEPING UNITS WITH PLUMBING

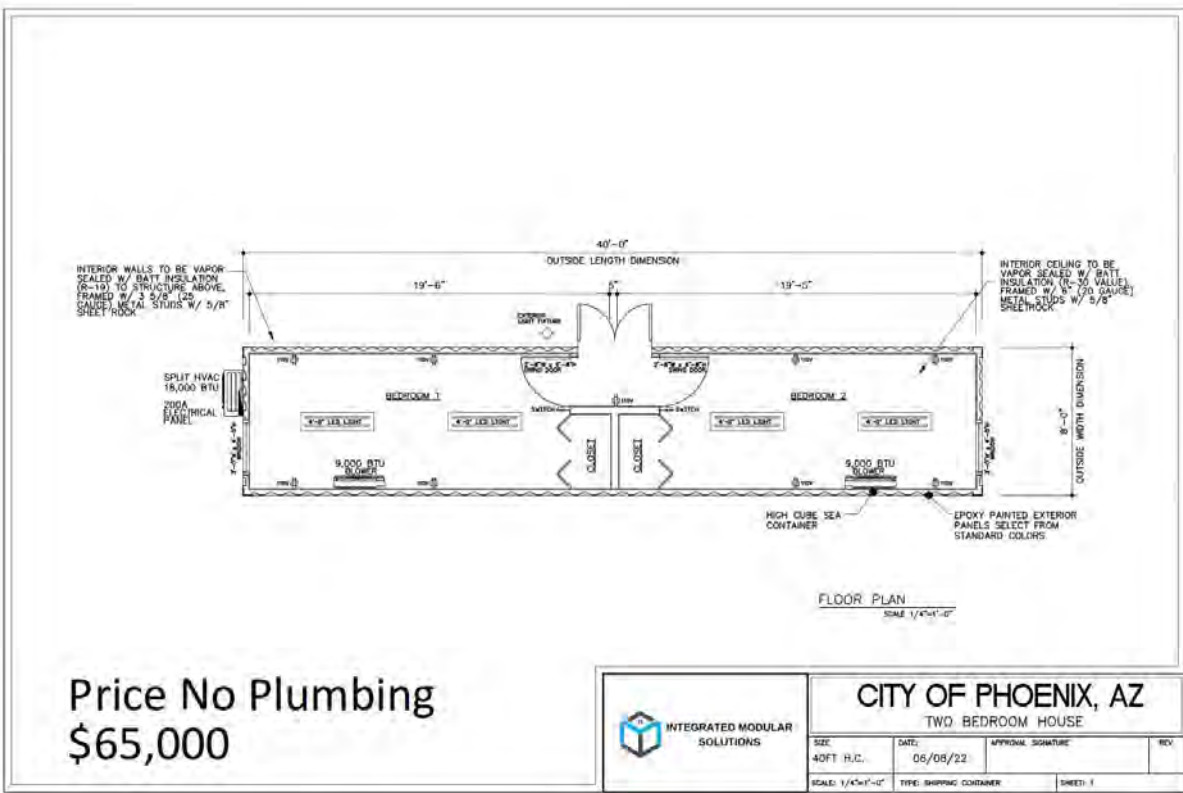
SINGLE 40' CONTAINER



 INTEGRATED MODULAR SOLUTIONS		CITY OF PHOENIX, AZ EMERGENCY HOUSING-SINGLE PERSON 4 UNITS	
		SIZE: 40FT H.C.	DATE: 06/08/22
SCALE: 1/4"=1'-0"		TYPE: SHIPPING CONTAINER	SHEET: 1

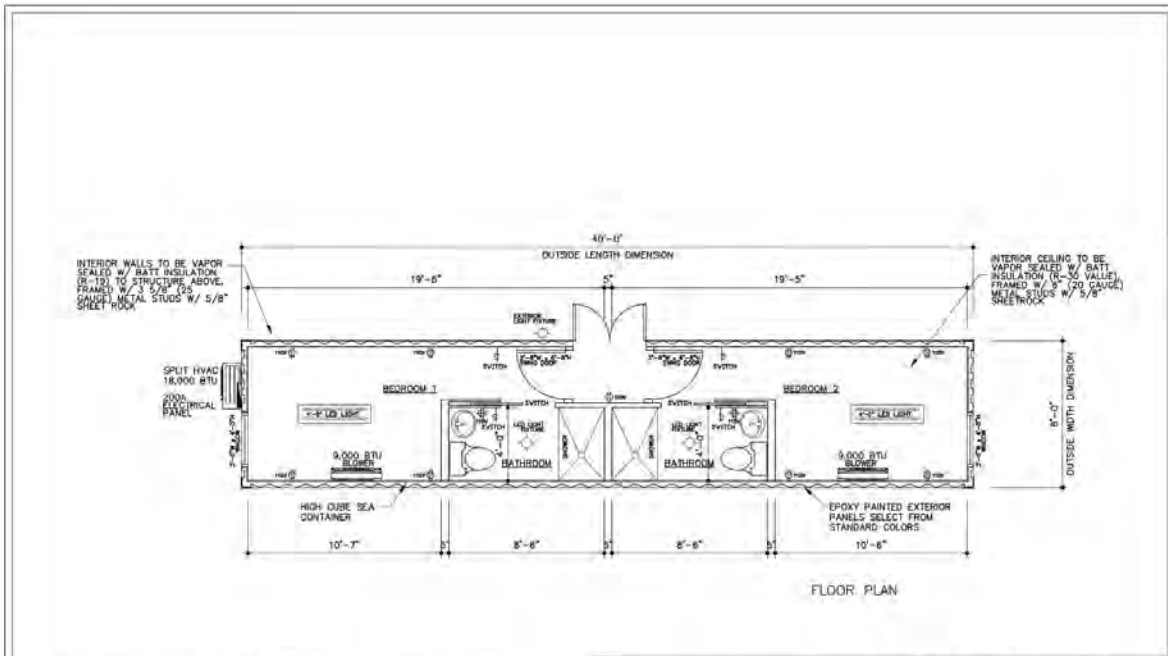
ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 2 BEDROOM HOUSE NO PLUMBING

SINGLE 40' CONTAINER




ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 2 BEDROOM HOUSE WITH PLUMBING

SINGLE 40' CONTAINER



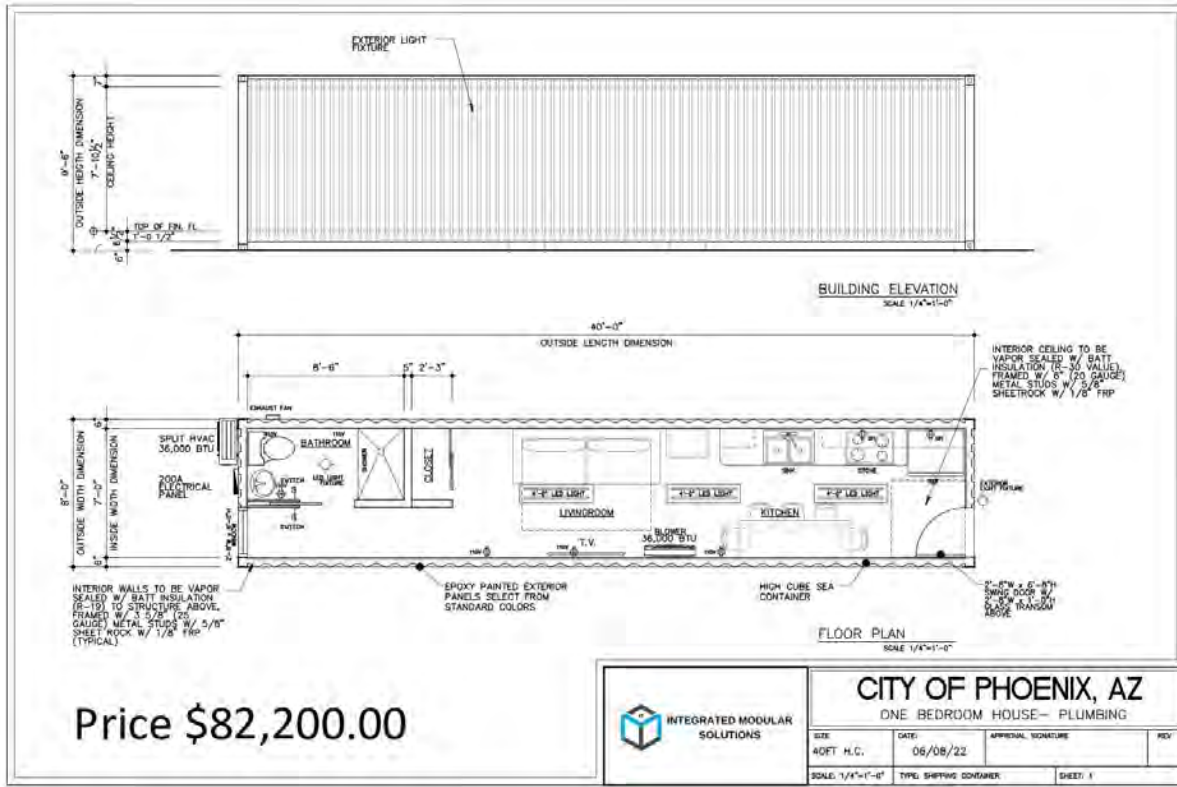
FLOOR PLAN

Price With Plumbing
\$75,000.00

 INTEGRATED MODULAR SOLUTIONS	CITY OF PHOENIX, AZ TWO BEDROOM HOUSE – PLUMBING			
	SIZE 40FT H.C.	DATE 06/08/22	APPROVAL SIGNATURE	REV
	SCALE: 1/4"=1'-0"	TYPE: SHIPPING CONTAINER	SHEET: 1	

ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 1 BEDROOM HOUSE WITH PLUMBING AND KITCHEN

SINGLE 40' CONTAINER



ARCHITECTURAL DRAWING – EMERGENCY HOUSING – 2 BEDROOM HOUSE WITH PLUMBING AND KITCHEN

DOUBLE 40' CONTAINER

Two Bedroom House
Price \$117,500.00

CITY OF PHOENIX, AZ
TWO BEDROOM HOUSE – OPTION B

INTEGRATED MODULAR SOLUTIONS

SIZE	DATE	APPROVAL SIGNATURE	REV
40FT H.C.	06/08/22		
SCALE: 1/4"=1'-0"	TYPE: SHIPPING CONTAINER	SHEET: 1	

BUILDING CODE DATA

SYMBOL LEGEND

WALL ASSEMBLY SCHEDULE

DOOR SCHEDULE

WINDOW SCHEDULE

BUILDING ELEVATION

BUILDING SECTION

Price: \$118,882.

CITY OF PHOENIX, AZ
TWO BEDROOM HOUSE – MODULE "A"

INTEGRATED MODULAR SOLUTIONS

MARKET TITLE: TWO BEDROOM HOUSE – MODULE "A"

REV: A-1

a. Office locations.

Integrated Modular Solutions maintains a corporate office at 646 W Broadway Road, Suite 402; Mesa, Arizona 85012.

Integrated Modular Solutions also operates a manufacturing facility at 924 North Tweedy Road; Eloy, Arizona 85131.

1. QUALIFICATIONS AND EXPERIENCE OF TEAM

Integrated Modular Solutions is a new company, however the company principals and project management team have over fifteen years of combined experience in the modular construction industry producing containerized solutions for private sector, non-profit and governmental entities.

The project management team at Integrated Modular Solutions has successfully designed, planned, managed, coordinated and constructed similar projects for private commercial and governmental entities as a major sub-contractor.

The project management team at Integrated Modular Solutions has constructed the following projects:

WALLCON - MOUNTAIN

Phoenix, Arizona

Office and Storage Container Complex

Project Scope: Fourteen container project consisting of one 20' double lobby container, three 40' double office containers, two 40' double storage containers and one 40' restroom container combined together to form a comprehensive office and storage complex.

Project cost: \$490,000.00

Integrated Modular Solutions was awarded this contract due to the company's historical relationship with this customer. Integrated Modular Solutions has built multiple smaller projects for his customer and developed a longstanding relationship of trust and confidence.

STOCKTON TRANSITIONAL MEN'S HOUSING CENTER

Stockton, California

Housing and Office Container Complex

Project Scope: Forty-four container project consisting of one 20' double lobby container, three 40' double office containers, two 40' double storage containers and one 40' restroom container combined together to form a comprehensive office and storage complex.

Project cost: \$2,564,000.00

Integrated Modular Solutions was awarded this contract due to the company's ability to compete the project in a timely manner and the previous experience working within the requirements of the State of California's modular construction program.

HUMAN SERVICES CAMPUS**Phoenix, Arizona**

Restroom & Shower Container

Project scope: One container project consisting of a 45' restroom and shower container built specifically to serve the homeless population.

Project cost: \$111,782.00

Integrated Modular Solutions was awarded this contract due to the company's ability to compete the project in a timely manner and the experience working with the requirements of the State of Arizona's modular construction program.

MEADOWVIEW AND WMX HOMELESS FACILITY**Sacramento, California**

Shower and Restroom Container Complex

Project Scope: Two container project consisting of one 45' men's restroom and shower container and one 45' women's restroom and shower container joined together under a structural tent to form a comprehensive housing solution.

Project cost: \$500,000.00

Integrated Modular Solutions was awarded this contract due to the company's ability to compete the project in a timely manner and the experience working with the requirements of the State of Arizona's modular construction program.

Karl Foust was project manager on two combination restroom/shower units constructed from 45' shipping containers. These container projects are specifically designed and built to serve the houseless population.

CITY OF RENO HOMELESS RESPONSE CENTER**Reno, Nevada**

Shower and Restroom Container Complex

Project Scope: Four container project consisting of one 45' men's restroom container, one 45' women's restroom container, one 45' men's shower container and one 45' women's shower container joined together under a structural tent to form a comprehensive housing solution.

Project cost: \$500,000.00

Integrated Modular Solutions was awarded this contract due to the company's ability to compete the project in a timely manner and the experience working with the requirements of the State of Arizona's modular construction program.

YAKAMA INDIAN RESERVATION COVID RESPONSE CENTER

Yakama, Washington

Shower and Restroom Container Complex

Project Scope: Six container project consisting of one 20' laundry container, one 40' commercial kitchen container, one 40' men's restroom and shower container, one 40' women's restroom and shower container, one 40' men's COVID isolation housing container and one 40' women's COVID isolation housing container joined together under a structural tent to form a comprehensive housing complex.

Project cost: \$500,000.00

Integrated Modular Solutions was awarded this contract due to the company's ability to compete the project in a timely manner and the experience working with the requirements of the State of Arizona's modular construction program.

CITY OF DEMING COMMUNITY PARK RESTROOM

Deming, New Mexico

Housing, Shower and Restroom Container Complex

Project Scope: One container project consisting of a 20' restroom facility that conformed to accessibility standards set by the Americans with Disabilities Act. This container project was specifically designed and built to serve the general restroom needs in a city park.

Project cost: \$85,000.00

Karl Foust was the project manager on a restroom unit constructed from a 20' shipping container. This container project is being specifically designed and built to serve the general restroom needs in a city park.

2. CERTIFICATION



ICC-ES Evaluation Report



ESR-4949

Issued January 2022

Revised March 2022

This report is subject to renewal January 2023.

www.icc-es.org | (800) 423-6587 | (562) 699-0543

A Subsidiary of the International Code Council®

DIVISION: 05 00 00—METALS

Section: 05 10 00—Structural Metal Framing

Section: 05 12 00—Structural Steel Framing

REPORT HOLDER:

INTEGRATED MODULAR SOLUTIONS

EVALUATION SUBJECT:

INTEGRATED MODULAR SOLUTIONS STRUCTURAL BUILDING MATERIALS FROM INTERMODAL SHIPPING CONTAINERS

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2021, 2018 and 2015 *International Building Code*® (IBC)
- 2021, 2018 and 2015 *International Residential Code*® (IRC)

Properties evaluated:

- Structural - Materials

2.0 USES

Integrated Modular Solutions structural building materials from intermodal shipping containers are used in custom designed, factory-built, building modules transported to the jobsite to construct site specific buildings.

3.0 DESCRIPTION

Integrated Modular Solutions structural building materials from intermodal shipping containers are site specific, custom designed, factory-built modules. The modules are transported to the jobsite and assembled to form a completed building. Intermodal shipping containers are used as the source of structural and non-structural building materials for constructing the building modules. The steel structural building materials from the intermodal shipping containers and the quality control process for selecting intermodal shipping containers is the subject of this report. All other aspects of the modules are outside the scope of this report. The steel components of the intermodal shipping containers selected for use as structural building materials have been correlated to the appropriate ASTM International steel specification and are suitable for use with the design provisions specified in the American Institute of Steel Construction Specification for Structural Steel Buildings (AISC 360) or the American Iron and Steel Institute North American Specification for the Design of Cold-Formed Steel Structural Members (AISI S100), as applicable. The various

components used, detail drawings of the components, steel specifications for the steel used to fabricate the components, cross-reference to the equivalent ASTM standard, yield strength, and tensile strength used for design are specified in the Integrated Modular Solutions quality manual dated December 15, 2021 (Appendix L includes Quality Control Program for Accepting Shipping Containers).

4.0 DESIGN AND INSTALLATION

The Integrated Modular Solutions structural building materials from intermodal shipping containers used in the building modules must be designed in accordance with the AISC 360 or AISI S100, as applicable. The design of the building module must be in compliance with the IBC and installation of the building modules must be in accordance with the approved plans. The approved plans must be available at the jobsite at all times.

5.0 CONDITIONS OF USE

The Integrated Modular Solutions structural building materials from intermodal shipping containers described in this report comply with, or are a suitable alternative to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1** The scope of the report is limited to the evaluation (verification) of the steel structural building materials from intermodal shipping containers used in construction of the building modules in the Integrated Modular Solutions facilities located in Mesa, Arizona and Eloy, Arizona for their suitability for use with AISC 360 and AISI S100. All other aspects of the building modules and the final structure, such as, but not limited to, structural design, plumbing and electrical are outside the scope of this report.
- 5.2** Where approved by the code official, the markings and existing data plates on the intermodal shipping containers are permitted to be removed before they are repurposed for use as buildings or structures or part of buildings or structures in accordance with Section 3115.3 of the 2021 IBC.
- 5.3** The design of buildings or structures with repurposed intermodal shipping containers conforming to ISO 1496-1 shall be in accordance with Section 3115.8 of the 2021 IBC.
- 5.4** Complete construction documents and calculations must be submitted to the code official for each specific project. The calculations and construction documents must be prepared and sealed by a registered design

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.



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Page 1 of 2

professional where required by the statutes of the jurisdiction in which the project is to be constructed.

- 5.5** A copy of this report must be submitted in addition to all other required material when applying for a building permit.
- 5.6** The structural building materials from intermodal shipping containers are procured for use in the Integrated Modular Solutions facilities located in Mesa, Arizona and Eloy, Arizona, under quality control programs with inspections by ICC-ES.

6.0 EVIDENCE SUBMITTED

Data in accordance with the ICC-ES Acceptance Criteria for Structural Building Materials from Intermodal Shipping Containers (AC462), dated October 2018 (editorially revised March 2021).

7.0 IDENTIFICATION

- 7.1** Product labeling shall include, the name of the report holder or listee, and the ICC-ES mark of conformity. The listing or evaluation report number (ICC-ES ESR-4949) may be used in lieu of the mark of

conformity. Each Integrated Modular Solutions structural building material manufactured from intermodal shipping container materials shall be labeled with the Integrated Modular Solutions name and address, the manufacturing location, and the evaluation report number (ICC-ES ESR-4949).

- 7.2** The report holder's contact information is the following:

INTEGRATED MODULAR SOLUTIONS
646 WEST BROADWAY ROAD
SUITE 402
MESA, ARIZONA 85210
(561) 843-9360
www.imsbuilder.com

The production facilities at Integrated Modular Solutions are inspected by the ICC Evaluation Service.

Integrated Modular Solutions is a certified ESR-4949 container builder. The containerized construction industry is continuing to evolve and Integrated Modular Solutions is one of the select group of builders who possess an ESR-4949 certification.

3. SAMPLE CONSTRUCTION CONTRACT

This Terms of Sale Agreement (Agreement) is between INTEGRATED MODULAR SOLUTIONS LLC and its affiliates (Manufacturer) and Purchaser (Customer), who each agree as follows:

1. **TERMS OF ALL SALES:** (a) All sales of Manufacturer's Products to Customer shall be made under and subject to the provisions of the Manufacturer's quotation, order acknowledgement, and this Agreement. (b) Unless otherwise established by Manufacturer, all sales will be due and payable before shipment. Deposits may be required. (c) All shipping expenses, such as freight, delivery charges etc. are the customer's responsibility. (d) Sales and use taxes, or fees of any kind, if any, shall be paid by Customer. (e) For any non-catalog items, Customer will furnish Manufacturer with specifications and Manufacturer will furnish Customer with a price quote. Unless otherwise stated on the quotation, all items quoted will be Manufacturer's standard design and materials and may represent an alternative to the item requested. It is the Customer's responsibility to determine the acceptability/reliability of the specifications delivered to Manufacturer and further, the use of the Product for the purposes of the end-user/customer before placing an order with Manufacturer. (f) All weights, gages, dimensions and tolerances for Manufacturer's Products will be subject to standard permissible variations as determined by the manufacturer. (g) No orders placed with Manufacturer will be delayed except as may be specifically agreed in writing at time of acceptance of order. If an order is

delayed before manufacturing is complete it shall be subject to revised current pricing when it is released to proceed. If an order is partially or fully manufactured and delayed from shipping, the Customer agrees to pay storage fees of 0.2% (2/10ths of a percent) of the order price per day, and third-party storage fees if applicable. If there is shipping delay by the Customer, all invoices for the order must be paid immediately, periodic storage fees will be due on receipt, and any balance due must be paid in full before shipment. (h) Should an order be cancelled, the Customer shall be responsible to pay Manufacturer per its cancellation policy (see paragraph 6). Under no circumstance, shall the customer not pay for Manufacturer's work completed or purchases made for the order.

2. CLAIMS AGAINST MANUFACTURER: If the Customer believes it has a claim of any nature whatsoever against the Manufacturer, it shall give the Manufacturer written notice with detailed explanation and pictures, within ten (10) days of the occurrence of the event upon which the claim is based. See paragraph 14 for the required delivery method. In default of such notice and proper delivery, the claim is waived.
3. PRODUCT LIABILITY: (a) Manufacturer shall be responsible only for repairing manufacturing defects of the Product. Manufacturer shall not be liable for any damages or expenses caused directly or indirectly by Customer or third parties as a result of scheduling, delivery, construction, handling, installation, assembly, unpacking, storage, or use of the Product in any way. (b) Customer shall be liable for any representations or warranties made by it without the approval of Manufacturer in its advertising, brochures, manuals, or by its agents, employees, or representatives, whether in writing or orally with respect to each Product. (c) Customer agrees to defend, indemnify, and hold Manufacturer, and its officers, directors, agents, affiliates and employees, harmless against all costs, expenses, and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Manufacturer based on Customer's breach of any representations or warranties contained herein or as a result of any of Customer's actions or inactions.
4. LIMITED WARRANTY: All of Manufacturer's Products sold to Customer, except those Products manufactured by others or for which a specific warranty has been published, and provided full payment per terms has been made by the Customer for the Product, shall carry the following: LIMITED WARRANTY: Manufacturer warrants that interior products furnished by Manufacturer under this Agreement will be free from defects in workmanship and material for a period of One (1) year after delivery to Customer, and one (1) year for exterior Products. Written notice as to any claim or defect must be furnished per paragraph 2 and delivered per paragraph 14. In default of such proper notice and delivery or should full payment per terms not have been made, the claim is waived. Upon satisfactory demonstration of the merits of the claim, Manufacturer will, within a reasonable time, make any necessary repair or corrections, or at the option of Manufacturer, replace the defective article free of charge. Charges for correcting defects will not be allowed unless approved in writing by the Manufacturer, and manufacturer has specifically authorized the amount that it will allow. All charges for correcting a defect shall not exceed the amount paid for that item. This warranty will not apply to defects caused by improper installation or handling, or to any of Manufacturer's Products which shall have been repaired or altered by anyone other than Manufacturer, without Manufacturer's written consent, or which have been subjected to misuse, neglect or accident. Customer is expected to touch up minor cosmetic or finish defects and understands that these types of defects are typically corrected at the job site. NO FURTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN ARE MADE BY THE MANUFACTURER, and this paragraph sets forth the full extent of liability arising from the manufacture, use or sale of the Products and materials sold hereunder. No allowances will be made for delays or loss of profit, nor for any other special, indirect or consequential damages or injuries, whether based on tort or contract.

5. PRODUCTS MANUFACTURED BY OTHERS: Products furnished, but not manufactured by Manufacturer, shall be warranted only to the extent of the original manufacturer's warranty. Claims shall be made directly with that manufacturer.
6. CANCELLATION AND RETURN POLICY: All orders are subject to progress billings per the following fee schedule: Three (3) days after receipt of the order no charge; afterwards a minimum cancellation fee of 5% will apply. After drawings are complete or sent out for approval, the minimum cancellation fee is 25%. Reworking of drawings during the approval process can increase the cancellation fee. Once the approval drawings are approved the minimum cancellation fee is 50%. Cancellations are not allowed for any reason for non-stock items, materials or outsourced items purchased, or after an order is placed in production, and are subject to full invoicing. Orders are considered placed in production (and non-cancellable) when the shop drawings and bill of materials are complete and released by our operations team to the plant manager. Shipped orders are non-returnable. Before shipment, should the Customer not pay deposits or invoices per terms, the Manufacturer may cancel the order at its sole discretion and progress billings per this paragraph shall be due from Customer.
7. FORCE MAJEURE: Manufacturer shall not be deemed in default for failure of performance under this Agreement, provided such failure is due to strikes, riots, insurrections, fire, acts of God, inability to obtain labor, machinery, material, funds, or merchandise, or for any cause beyond their reasonable control.
8. EXAMINATION ON DELIVERY: Customer agrees to compare all packages received with the packing list to ensure proper quantities and sizes have been received. Customer agrees any damage to any shipping packages or containers, or missing packages or containers must be noted on the delivery receipt, at the time of delivery, and given to the delivering driver. Customer understands that failure to properly mark the delivery receipt for any of the above issues shall constitute acceptance of the delivery as is, excluding concealed damage. Customer understands that time is of the essence for concealed damage claims and shall make these claims with the carrier within five (5) days of receipt of the shipment, or in the required time per carriers' policy. All claims for loss or shortage, or any damage in transit must be made with carrier by the Customer immediately, and the Customer shall also notify the Manufacturer immediately of such claims. Claims for shortage, improper or damaged material for which Manufacturer would be responsible will not be recognized by Manufacturer unless a written notice to the Manufacturer specifying in detail the nature and extent of the shortage, damage, etc. is furnished within five (5) days after the delivery of Products. Refer to paragraph 2 and paragraph 14 for proper notice and delivery instructions.
9. WAIVERS: Any waiver by either party of any provision of this Agreement or breach hereof shall not constitute a waiver of that provision or the breach on any future occasion or of any other provision or breach of this Agreement. Neither failure nor delay on the part of a party to

exercise any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No understanding or course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any breach.

10. SEVERABILITY: In case any provision of this Agreement is held to be prohibited by or invalid or unenforceable under applicable law by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. The parties agree to substitute any such prohibited or invalid provision by another which shall lead to the economic result nearest to the one which would have resulted under the provision held invalid or prohibited.
11. BINDING ARBITRATION: (a) Any disputes, controversies, or differences arising between the parties hereto in connection with this Agreement will be settled by mutual negotiation. Any dispute, controversy, claim or difference which cannot be solved by such mutual negotiation will be finally settled by binding arbitration administered by the American Arbitration Association (Arbitration) by either Manufacturer or Customer serving written notice upon the other. Any such Arbitration will be held in Maricopa County, Arizona, according to the Commercial Dispute Resolution Procedures (Including Mediation and Arbitration Rules) of the American Arbitration Association as amended and in effect at the time the Arbitration is commenced (Commercial Arbitration Rules). (b) The Arbitration will be heard by a single arbitrator (Arbitrator) chosen according to the Commercial Arbitration Rules as amended and in effect at the time the Arbitration is commenced. (c) There will be no discovery in the Arbitration other than as set forth in this Agreement, including, without limitation, written interrogatories, sworn depositions, and stipulations of admissions. (d) The prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including but not limited to attorney's fees in all investigations, trials, bankruptcy and appeals.
12. COLLECTION EXPENSES: Customer agrees to pay all expenses associated with the collection of delinquent debts, including reasonable attorney's fees, Manufacture's administrative costs and expenses, and interest charges for all of the above expenses at the maximum rate of 1-1/2% per month or at the highest interest rate allowed by law.
13. PRODUCT RECLAMATION: Customer agrees that shipped orders not paid in full per terms may be reclaimed as arranged by Manufacturer. Customer shall pay all expenses associated with the reclamation of Product. Product reclaimed is non- refundable.
14. NOTICES: All notices required under this Agreement or given in connection with it shall be in writing and sent by personal delivery, or overnight next day delivery service by an entity that provides a trackable send and receive date such as the United States Postal Service, Federal Express, or United Parcel Service. The notice shall be marked to the attention of the President at INTEGRATED MODULAR SOLUTIONS LLC, Phoenix, AZ 85009. Such notice shall be deemed given on the date sent. Electronic notices such as facsimile machines, email etc., are not acceptable. Delivery to any person other than the President at INTEGRATED MODULAR SOLUTIONS is not acceptable. In default of such proper notice and delivery as described herein, the claim is waived.

15. **GOVERNING LAW AND VENUE:** The validity, interpretation and enforcement of this Agreement and all other instruments and documents executed in connection with this transaction shall be governed by Arizona law. Notwithstanding anything contained herein to the contrary, each party shall have the right to institute judicial proceedings if necessary. Venue for any court proceedings pursuant hereto shall be in Maricopa County, Arizona. Customer agrees that any judicial proceedings filed by the Customer outside of this Venue shall be dismissed at the Manufacturer's request for a change of Venue. Should a different Venue other than Maricopa County, Arizona be used, Customer agrees to pay travel related expenses for Manufacturer's representatives. Customer further agrees to be bound by any judgement, including by default, from judicial proceedings in this Venue and to be bound by the Uniform Enforcement of Foreign Judgments Act.
16. **WAIVER OF JURY TRIAL:** To the extent a claim, dispute, difference or matter hereunder is not subject, as a matter of law, to resolution by binding Arbitration, the parties agree that the venue for any such required judicial proceeding shall be Maricopa County, Arizona. CUSTOMER AND MANUFACTURER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.
17. **BUILDING CODES AND PERMITS:** Customer agrees that Manufacturer shall have no responsibility or obligation to have all drawings submitted or reviewed with regards to building code compliance. Further, building permits may be required and are the responsibility of the Customer or end-user.
18. **INDEMNIFY AND HOLD HARMLESS:** Customer agrees to indemnify and hold harmless, Manufacturer, its affiliates, its employees, successors, assigns, agents, officers, directors, and representatives from all costs, expenses and losses incurred by any claim with regards to Customer's failure to comply with the conditions contained herein.
19. **AGREEMENT BINDING IN SUCCESSORS:** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.
20. **ENTIRE CONTRACT, EXECUTION AND AMENDMENTS:** This Agreement (including the Quotation, Order Acknowledgement, and Exhibits hereto) incorporates the entire understanding of the parties in respect of its subject matter, and supersedes any and all prior agreements, contracts, undertakings or arrangements, written or oral. This Agreement without modification shall be considered executed and binding without the need for signatures on the date an order is placed by the Customer with the Manufacturer. This Agreement may not be amended except by means of a written instrument signed by both parties. No amendment to this Agreement (including the Exhibits hereto) nor any change, change order, modification, addition, deletion, or the like to any purchase order by Customer for any of the Products purchased by Customer from Manufacturer under this Agreement shall be binding upon Manufacturer unless in writing and executed by both Customer and the President of Manufacturer.

4. INSURANCE COVERAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crest Insurance Group, LLC 7272 E. Indian School Rd. Suite 375 Scottsdale AZ 85251 License# 967026 INTEM00-01	CONTACT NAME: Patty Foley	
	PHONE (A/C No. Ext): 480-689-5338	FAX (A/C No): 480-839-2272
E-MAIL ADDRESS: pfoley@crestins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Automobile Mutual Insurance Co		25135
INSURER B: American Builders Insurance Company		11240
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 40150588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LDC OTHER:	Y	Y	10087977CP	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			10087990CU	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV-0321192-00	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insureds, Waiver of Subrogation and Primary Non-Contributory (General Liability) applies per form (SL6000 01/21). This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER TBD	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>

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5. CORPORATE REFERENCES



Gerard Callahan
President
G & G Builders

4542 Contractors Place; Livermore, CA 94551

Telephone: (925) 846-9023

<https://www.ggbuildersinc.com/>



David Renard
President
RPM Team

Telephone: (408) 439-3283

<https://www.rpm-team.com/>



Brady Vorcheck
President
Innovate Development Group

Telephone: (602)-769-6061

<https://innovatedevelopmentgroup.com/>



John Deering
President
Core Ready Mix

1476 W Harvard Ave Ste B; Gilbert, AZ 85233

Telephone: (480) 887-4922

<https://corereadymix.com/>



Scott McDonald
President
Wallcon and the Wall Company

1476 West Harvard Avenue; Gilbert AZ 85233

Telephone: (602) 722-4750

<https://wallcon.team/>



David Backus
Director of Operations
Human Services Campus

1125 West Jackson Street; Phoenix, AZ 85007

Telephone: (602) 418-5421

<https://hsc-az.org/>



Rick Van Diepen, AIA, NCARB, LEED AP BD+C, GGP

Managing Principal

GRN Vision

606 S 9th Street; Las Vegas, NV 89101

Telephone: (702) 242.0625

<https://grnvision.com/>



Richard Chiavetta

Director of Design

R&S Tavares Associates

11590 W Bernardo Court, Suite 100; San Diego, CA 92127

Telephone: (858) 444-3344

<https://www.rstavares.com/>



4. Unfinished Business

- b. Review Proposals and Vote for Preferred Choice for Lease at 128 Anchor Way.**

Public Comment?

Received Via Email: Old surf shop proposal

Robert Derego <robertderego@rocketmail.com>

To: Tim Petrick; Mike Rademaker

Wed 3/13/2024 3:16 PM

Hi Tim and Mike

I am interested in the location that once hosted the old surf shop (128 Anchor Way). It seems that the lease must now be up on it as a potential lease with a current Harbor tenant was on the last agenda.

I made an informal proposal here basically offering to match the deal presented at the last meeting. However, we would pay the lease and at least some of the Harbor's cost in repairing the building and hopefully win you over with some big skin in advance.

We would retail beach supplies such as skim boards, body boards, kites, disc golf supplies, blankets and jackets. We will also offer custom printed and embroidered souvenirs as well as some of our area's favorite Del Norte County made crafts. Our gift selection would be influenced by themes such as the Harbor, RWN Park, the Pacific Northwest, Crescent City, fishing, etc.

We will offer ready to eat foods, soft drinks, and coffee. Rentals of crab rings and recreational equipment pertinent to the Harbor will be considered in balance with insurance requirements and storage space at the location.

The Harbor has not had this building host a business open to the public in years. By offering to pay up to \$5,000 in Harbor cost and paying the lease upfront, the Harbor can rest assured that the building will be once again made to benefit to the harbor and not be a net loss over the term of the lease.

Will offer up to \$5,000 towards the Harbor's expenses regarding the deck, ramp, and restroom. Will pay lease annually upon signing. \$9,900 plus deposit and funding towards the Harbor's work on the building. We will include up to one week of our term while the Harbor is completing repairs and the lease will commence once the Harbor's repairs are complete. While we already have much of the equipment we will need such as clothing racks, registers, and display cases, we will also show a cash reserve to assure the Harbor of our capital ability to realize an enduring presence in the Harbor.

The building will be fully secured with 24 hour camera coverage of vulnerable areas around the premises. An alarm system will be installed and be monitored by High Tech or Advanced Security. The business will have regular hours offering a year round presence to people that turn into the Harbor on Anchor Way.

Overnight camera events will be responded to and the premises will be kept patrol ready.

Experience:

I have almost 30 years of experience in retail. I have a good record as a commercial tenant that provides value, maintenance, and security to the properties I have leased.

If we do explore quick service food opportunities down the road, I have passed California's Food Protection Manager certification several times and as of my last taking I was qualified to instruct the course.

Allied Domecq Regional Manager and Operations Consultant 1998-2003

District Manager Granite Bay Restaurant Group 2004-2007

Shop Smart Closing Manager 2007-2014

Local Entrepreneur Experience:

Tidal Wave 101... 2014-2017

Del Norte Patients Together... 2014-2018

Wonder Stump Gifts... 2018-present

Sticky Grove... 2017-2023

We have now been the longest running tenant at 1070 US 101. We are proud of our beginnings and look forward to see what we can do fully funded at that location.

Thank you.

Robert Derego

robertderego@rocketmail.com

(707)218-5238

New Business Proposal

South Beach Surf and Supply

March 6, 2024

Jennifer and Michael Schmidt (Scopa Holdings, LLC)



Operational Business Intent:

As a current business owner in the greater Crescent City Harbor District, the needs and demands of our visitors are more acutely felt and heard. The resource of our beautiful beach and surf is profoundly underutilized and the opportunity to leverage this resource is an exciting prospect for us.

Upon being approached by Harbor leadership regarding the structure in question at 128 Anchor Way, we have done our due diligence and believe we have developed a sustainable and attractive business plan for its future use. The following presentation will outline our proposed business model, the start-up expenses to be assigned to us and to the Harbor as well as a forward look on collaborative efforts already underway in our current business that will leverage other recreational providers to enter the harbor space.

Business proposal and scope of goods and services proposed/provided

- Rental services
 - Surf Boards
 - Stand Up Paddle Boards
 - Bodyboards for kids and adults
 - Wetsuits
 - Surf accessories
- Associated Services to rentals
 - Surf instruction (Seasonal)
 - Youth Surf Schools
 - Showers and changing facility (Proposed Harbor Shower facilities may change this need)
- Convenience style store with items specific to clients.
 - Single serve, take and go, possible sitting area on beach side of building
 - Coffee
 - Cakes, cookies, confections

- Soup, sandwiches, to go.
 - Boxed lunch for charter fish seekers and other boaters/sport Fisherpeople
 - softside cooler provision with security deposit
- Sports drinks, energy drinks, juice, soda
- Ice cream novelty bars and cones
- Collaborative opportunities currently in discussion
 - E Bike Rentals to take advantage of environmentally friendly option of exploration. Featuring the great Bike path that is severely underused
 - Provide a possible storefront and launch location for Sightseeing Tours of the National Parks and surrounding area, Harbor/Boat tours and possible bike tours

Sales Estimates and Proforma Attached

Expected Investment for Upgrade and Start Up by Business owner/operator

Expected Expense \$15,000-17,500

- **Plant and facility requirements**
 - Sinks and plumbing required for service operation
 - Coolers, equipment, and internal display
 - Signage
- **Inventory**
 - Bodyboards and wetsuits
 - E Bikes
 - Perishable food items
 - Accessories and merchandise
- Insurances required for operations specified
- Employment of 2 full time and up to 5 part time people in peak months

Building and Site improvement provided by CCHD

- Deck area cleared and cleaned up / Removal of failed structural elements
- Area immediately adjacent to current deck area needs to be brought to proper grade to eliminate flooding and barrier to entry
- Repair and upgrade current Restroom to be ADA compliant
- Repair ramp into building to facilitate ADA compliance

Proposed Rent

- Propose a \$1.10 per square foot monthly charge
 - Harbor provided a 750 Square foot measurement for facility
 - Rent calculation = \$825 per month / \$9900 Annually
- Rent assessment and payment to remain suspended until facility upgrade completed and Business able to open fully

Collaboration and potential partners

- National Park Service
- Redwood Tours
- City of Crescent City
- Crescent City Chamber of Commerce
- Small Business Development Association
- Smith River Alliance

Through this business, we would strengthen the partnerships we have already formed with several local agencies listed above. We have had ongoing conversations with Kurtis Shaul from Redwood National Parks, discussing the enhanced

and increased use of Southbeach for collaborative events such as surf competitions, bridging the shared tourism demographic. Grant Werkshell from Smith River Alliance routinely requests our support for their ongoing beach cleanups and watershed stewardship, which directly benefits the Crescent City Harbor. This business would serve as a hub for information and action to help garner community support, most notably for the July 5th beach cleanup, which our massive influx of July 4th tourists participate in. As a member of the Chamber of Commerce, we additionally draw tourists to the Harbor, as they highlight our businesses, services, and events. We have discussed cross promotion, and proposed events with city manager Eric Weir, to create more robust use of the Bike Trail, possibly leading tourists and locals on an interactive journey between South Beach, through the Harbor, and along Beach Front Park.

Working together with all of the above-mentioned agencies, we hope to expand the knowledge and use of the Harbor by attracting more tourists and locals through the creation of ongoing activities that utilize our natural resources. This in turn has a positive economic effect to all local businesses within the Harbor. Our proposed business would also serve as an ambassador for the Crescent City Harbor District, as we are a front facing host to many of the tourists looking for information. We believe we are in a position to significantly impact the community support of CCHD through our proposed business.

South Beach Surf and Supply Estimated Revenue

Revenue	Jan	Feb	March	April	May	June	1st Half	July	Aug	Sept	Oct	Nov	Dec	2nd Half	Total
Gear Rental	200	200	325	255	740	2950	4670	4500	5300	2340	420	180	200	12940	17610
Lessons						800	800	1250	2300	800	250	350		4950	5750
Beverage	500	500	800	1200	1750	2000	6750	2500	2500	1700	1450	500	500	9150	15900
Food	2000	1750	1600	2800	4100	4350	16600	5200	5000	4500	4000	3000	2500	24200	40860
Gift	150	150	350	400	450	500	2000	700	600	450	300	300	350	2700	4700
	2650	2400	3075	4655	7040	10600	30820	14150	15700	9790	6420	4330	3550	53940	84760

**LEASE BY AND BETWEEN THE
CRESCENT CITY HARBOR DISTRICT AND
SCOPA HOLDINGS, LLC, DBA: SOUTH BEACH SURF AND SUPPLY**

This Lease ("**Lease**") is executed this ___ day of _____, 202__ by and between the Crescent City Harbor District ("**Landlord**"), a Special District organized pursuant to the California Harbors and Navigation Code, and Scopa Holdings, LLC, doing business as South Beach Surf and Supply, a California limited liability company ("**Tenant**"), whose business office is located at 8174 Applegate Road, Grants Pass, OR, 97527, under the following terms and conditions:

1. Basic Terms

1.1 Leased Premises. The leased premises ("Premises") are located at 128 Anchor Way, Crescent City, California, as shown on **Exhibit A**. The Premises consist of one building ("Building") of approximately 750 square feet. No parking spaces or surrounding areas are included in the Premises.

1.2 Rent.

(a) The Base Rent is \$825.00 for each full calendar month. For partial months, the pro-rata amount is \$27.50 for each day the lease is in effect.

(b) For all gross receipts that exceed \$100,000 in a full calendar year, an additional percentage rent of 6% shall apply ("Percentage Rent"). This Percentage Rent shall be paid and calculated as follows. In January of each year during the lease Term, the cumulative gross receipts from all business that was transacted on the Premises in the previous calendar year shall be totaled. The Percentage Rent shall be due and payable by February 1st of the then current calendar year. For example, a full calendar year with \$220,000 of gross receipts would result in Percentage Rate due and payable in the amount of \$7,200.00, calculated as follows: $(\$220,000 - 100,000) \times 0.06 = \$7,200.00$. For partial previous calendar years, the Tenant may exempt \$274 of gross receipts for each day of the previous calendar year the lease was in effect, up to a maximum of \$100,000. For example, a partial calendar year of 100 days, with \$50,000 of gross receipts, shall result in Percentage Rate due and payable in the amount of \$1,356.00, calculated as follows: $(\$50,000 - (\$274 \times 100 \text{ days})) \times 0.06 = \$1,356.00$.

If the lease terminates in the middle of a calendar year, the Percentage Rent due and payable for that calendar year shall be calculated in the same fashion (6% of all gross receipts, exempting \$274 of gross receipts for each day of the lease Term of the then current calendar year), however the Percentage Rent for that calendar year shall be payable within 30 days of the lease termination date.

1.3 Rent Commencement Date.

(a) The Rent Commencement Date shall be established as the first date the Tenant opens for business, or April 1, 2024, whichever is sooner, at which time payment of the Base Rent shall commence.

(b) The Rent Commencement Date shall also establish the first date used for calculation of additional Percentage Rent, as described in section 1.2(b).

1.4 Use. The Premises may be used as a retail establishment for the rental of recreational equipment, the sale of retail goods, and food service. Tenant shall not use the Premises for any other purpose without prior written consent of Landlord thereto.

1.5 Term. 2 years from the Rent Commencement Date.

1.6 Tenant's Insurance. Tenant shall furnish commercial general liability insurance that includes public liability and property damage insurance, fire and casualty insurance, pollution legal liability insurance, and worker's compensation insurance pursuant to Section 6.2 with the following minimum limits: \$2,000,000 per person and \$2,000,000 per occurrence public liability and \$2,000,000 property damage.

2. Premises & Compliance with Laws

2.1 Leased Premises. Landlord hereby leases to Tenant and Tenant hires from Landlord on the terms, conditions and covenants hereinafter set forth the premises of the Crescent City Harbor District listed in Section 1.1 and outlined or described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Premises**"). Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or with respect to the suitability of either for the conduct of Tenant's business. The taking of possession of the Premises by Tenant shall establish that the Premises and the Building were at such time in satisfactory condition and that Tenant has accepted the condition of the Premises and the Building in their "as-is" condition.

2.2 Compliance with Law. Tenant shall, at its own cost and expense, conduct its business on the Premises and obtain all necessary permits or licenses in accordance with all applicable federal, state, county and municipal statutes, ordinances, rules and

regulations applicable to the Premises and the use or occupancy thereof, including, without limitation, health and safety standards related to its operations. Tenant has been specifically advised of applicable standards required under the Americans with Disabilities Act (ADA) and its amendments (42 U.S.C. § 12101 *et seq.*), along with corresponding requirements in the California Building Code. Landlord pledges up to \$2,000.00 to make necessary disabled person accessibility related improvements. All other costs contemplated by this section shall be the sole responsibility of Tenant.

(a) Tenant shall, at its sole cost and expense, comply with the State Water Resources Control Board Order NPDES No. CAS000001, *National Pollution Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities*, as it currently exists or may hereafter be amended or reissued (the “Industrial General Permit”). Tenant shall keep itself and all subcontractors, staff, and employees fully informed of, adequately trained in, and in compliance with all local, state, and federal laws, rules and regulations that may impact, or be implicated by the use of the Premises authorized by Section 1.4, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, ordinances, policies, or permits issued pursuant to any such authority.

(b) Tenant shall procure coverage under the Industrial General Permit to the extent required by law, shall prepare, update, and implement a Storm Water Pollution Prevention Plan, implement all other provisions, and monitoring and reporting requirements set out in the Industrial General Permit as may be applicable.

(c) Failure to comply with the Industrial General Permit may be a violation of federal and state law. Tenant hereby agrees to indemnify and hold harmless Landlord, its officials, officers, agents, employees, and authorized volunteers from and against any and all claims, demands, losses, or liabilities of any kind or nature which Landlord, its officials, officers, agents, employees, and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, ordinances, Industrial General Permit, and other regulatory mechanisms referenced in this Section arising out of or in connection with Tenant’s use of the Premises in accordance with Section 6.

(d) In addition to any other remedy provided herein for a default, Landlord reserves the right to terminate this Lease for a violation this Section and to defend any enforcement action or civil action brought against the Landlord for Tenant’s failure to comply with any applicable water quality law, regulation, or policy. Tenant hereby agrees to be bound by, and to reimburse the Landlord for the costs associated with, any settlement reached between the Landlord and any relevant enforcement entity. This Section survives Termination of the Lease.

2.3 Hazardous Materials. Tenant may operate its business so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all applicable governmental requirements. As a material inducement to Landlord to allow Tenant

to use Hazardous Materials, defined below, in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of Hazardous Materials to be present on the Premises and setting forth any and all governmental approvals or permits required in connection with the presence of Hazardous Materials on the Premises ("**Hazardous Materials List**"). Tenant shall deliver to Landlord an updated Hazardous Materials List at least once a year and shall also deliver an updated list before any new Hazardous Materials are brought onto the Premises or on or before the date Tenant obtains any additional permits or approvals. In connection with any Hazardous Materials utilized by Tenant on the Premises, Tenant shall be responsible, at its sole cost and expense, for making any necessary modifications or Improvements either to Premises or Tenant's equipment as required by applicable laws, or any governmental agency, Landlord's insurance company, Landlord's lender(s), Landlord's consultant(s), or prospective purchaser(s). Tenant will, at its sole cost and expense, promptly upon receipt of written notice from Landlord complete such Improvements. If such work is not promptly undertaken and completed, Landlord shall have the right, but not the obligation, to complete such work and to charge such amounts to Tenant as additional Rent under this Lease.

(a) Hazardous Materials and Hazardous Materials Laws Defined. The term "**Hazardous Materials**" shall mean those substances (i) defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes;" (ii) stated to be known to cause cancer or reproductive toxicity; or (iii) defined in similar terms as matters which are hazardous to the environment under (a) the laws of the United States, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq., and the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., (b) the laws of the State of California including, without limitation, Sections 25117 and 25316 of the California Health and Safety Code, and (c) any of the regulations adopted and publications promulgated pursuant to said laws described in (a) and (b) above, all as they may be amended from time to time ("**Hazardous Materials Laws**").

(b) Compliance With Hazardous Materials Laws. Tenant at Tenant's sole cost and expense, shall comply (and cause sublessees to comply) with all Hazardous Materials Laws pertaining to any Hazardous Materials which are used, generated, stored or disposed on, under or about the Premises by Tenant, its sublessees and invitees, or other persons and entities that are under the control of or at the direction of Tenant.

(c) Tenant's Indemnity Obligations. Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims, demands, actions, damages, liability, and expense including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal by Tenant, its sublessees, and invitees of any or all of them, of Hazardous Materials, including, without limitation, the cost of any required or necessary repair, clean up or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials.

2.4 Harbor Regulations. This Lease is subject to the rules and regulations governing the operation of the Crescent City Harbor District. Such rules and regulations and such changes as may subsequently be made or added thereto are incorporated herein by reference. Tenant shall, at Tenant's sole cost and expense, comply with all laws and regulations, insofar as they pertain to Tenant and Tenant's use of the Premises.

2.5 Inspection. Landlord or its duly authorized representative shall have the right to enter the Premises at reasonable times during business hours to inspect the condition of the Premises or the operations that Tenant conducts therein.

2.6 Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which 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." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials: _____

Tenant waives its right to have a CASp inspection of the Premises Initials: _____

3. Rent

3.1 Rent. Tenant shall pay Landlord in advance without notice, demand, or setoff, a monthly rental during the Term hereof in the total amount determined at the rates specified in Section 1.2 for the area leased (the "**Base Rent**"). Tenant shall pay an additional "**Percentage Rent**" as specified in Section 1.2. All Base Rent is payable in advance on the first day of each month. If the Term of this Lease commences on a day other than the first day of the month, Rent for the first month of the Term shall be pro-rated. Rent payments

will be accepted at the address of Landlord stated herein or at another location Landlord may designate within the jurisdictional boundary of the Crescent City Harbor District.

3.2 Annual Rent Adjustment. The Base Rent as set forth in Section 1.2 shall be adjusted at the beginning of each fiscal year for the Crescent City Harbor District, which ends on June 30th. The adjustment shall be made in accordance with any change in the Consumer Price Index during the preceding calendar year by application of the following formula:

$$\begin{array}{rcl} \text{Adjusted} & = & \text{Rent} \quad \times \quad \frac{\text{CPI for May of Year of Adjustment}}{\text{CPI for May next preceding the}} \\ \text{Base Rent} & & \text{specified in} \quad \quad \quad \text{commencement of this Lease} \\ & & \text{Section 1.2} \end{array}$$

The term "Consumer Price Index" means the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers (1982, 1984 = 100) for the Los Angeles Riverside Orange Co. California area, all items. In the event the Consumer Price Index referred to above ceases to be published during the Term of this Lease or any revised or substituted index ceases to be comparable to the Consumer Price Index as defined above, then the most reasonably comparable figures available shall be substituted therefore in determining increases or decreases in Rent.

The May CPI figure shall be used since it will be the latest published CPI figure as of July 1 of any year.

3.3 Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of Rent or other charge will cause Landlord to incur costs not contemplated by this Lease. If any installment of Rent, or any other payment due to Landlord, due from Tenant is not received by Landlord within five (5) days after such payment is due, it shall be considered late, and Tenant shall pay to Landlord an additional sum of the greater of \$100 or 6% of the overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

In the event that Tenant has a past due amount on its account at any given time, any payments received from Tenant shall be applied to the past due amounts first. Tenant is responsible for keeping its account current and making timely payments when due.

3.4 Document Fee. Tenant must pay to Landlord a clerical and legal fee for entering or modifying a lease with the Landlord. The current amount of that fee is Nine Hundred Dollars (\$900) for each document submitted for approval by the Harbormaster or Board of Harbor Commissioners (“Board”), provided, however, that the amount of the fee specified in this section will be superseded by the amount of such fees specified in the Fee Schedule adopted by the Board and applicable at the time of being incurred. The fee for entering into or modifying a lease must be remitted for payment prior to the approval of such documents by the Board.

3.5 Taxes. Tenant shall pay, before the same become delinquent, all taxes assessed upon the Premises, appurtenances or improvements thereto or upon any interest of Tenant therein. Tenant hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation under California Revenue and Tax Code Section 107.6, and that Tenant may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Tenant solely, and shall be paid for by Tenant; and any such tax payment shall not reduce any Rent due to Landlord. Tenant shall also pay all interest and penalties any government entity assesses for late payment of any possessory interest taxes that this Lease requires Tenant to pay. Tenant shall within a reasonable time after written notice from Landlord give Landlord reasonable proof that Tenant has paid any possessory interest taxes that this Lease requires Tenant to pay. Nothing herein shall prohibit Tenant from the right to challenge any assessment of possessory interest tax in accordance with the procedures set forth by the taxing authority and where applicable withhold any overcharge by such taxing authority until the disputed matter is resolved. Landlord is a non-taxable entity and any taxes assessed against the Property as a result of Tenant’s occupancy shall be Tenant’s responsibility.

3.6 Utilities. Landlord is not obligated to furnish utilities or services to the Premises. Tenant shall pay for all utilities and services supplied to said Premises including all installation and connection charges. If utilities or services are furnished by Landlord for use of Tenant, Tenant shall on demand reimburse Landlord for the cost thereof attributable to Tenant. In no event shall Landlord be liable to Tenant for any failure or interruption of any utilities or other services being furnished to the Premises, and no such failure or interruption shall entitle Tenant to abate payment of Rent or to terminate the Lease.

3.7 Refuse Collection and Janitorial Service. Tenant shall provide, or obtain, a refuse collection service for the Premises at Tenant's sole cost and expense. Tenant shall provide janitorial service to the Premises at Tenant's cost and expense if Tenant desires such services.

4. Termination

4.1 Harbor Expansion or Improvements. Landlord, at its option, may terminate this Lease in the event Landlord, in its sole discretion, requires the Premises (or any portion thereof) to implement any harbor expansion or improvement program or project undertaken by Landlord. This Lease shall terminate on the date specified in a notice of termination served on Tenant by Landlord in the manner provide by Section 11.1 of this Lease. Said notice shall be served not less than thirty (30) days prior to the termination date.

If Landlord terminates this Lease as to a portion only of the Premises and Tenant, in its commercially reasonable judgment, believes that an insufficient portion of the lease premises remains for use by Tenant for the purpose specified in this Lease, Tenant may terminate this Lease as to the remaining portion of the Premises by serving on Landlord, during the notice of termination period, a written notice of Tenant's election to terminate this Lease as to all the Premises.

If Landlord exercises its option to terminate granted by this Section 4.1, Landlord will in good faith endeavor to relocate Tenant on other premises of Landlord for the duration of the Term (including any Renewal Term, if exercised by Tenant) of this Lease.

4.2 Termination. This Lease shall terminate on the date said written notice of termination is served on Tenant in the manner provided by Section 11.1 of this Lease.

5. Remedies Upon Default

5.1 Events of Default. The following shall constitute an "Event of Default":

(a) Monetary Default. Except as otherwise provided herein, should Tenant default in the performance of any covenant or provision herein with reference to the payment of Rent or other payment of money or the furnishing of the public liability and property damage insurance required by Section 6, and such default continues for five (5) days after service on Tenant of a written notice from Landlord of such default, or

(b) Non-monetary Default. Should Tenant default in the performance of any other covenant or provision herein other than payment of money, other than those stated in subsections (c) and (d) below, and such default, if curable, is not cured within thirty (30) days after service upon Tenant of a written notice thereof from Landlord, or, if not curable within thirty (30) days, a cure is not commenced within fifteen (15) days and diligently prosecuted to completion.

(c) Insolvency, Receivership or Bankruptcy. It shall constitute an Event of Default under this Lease and Landlord, at its option and upon giving written notice of termination to Tenant, may immediately terminate this Lease if any of the following events occur:

- (i) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant;
- (ii) A general assignment for the benefit of creditors by Tenant;
- (iii) The filing of a petition in bankruptcy by or against Tenant and the Lease is not assumed with approval of the Bankruptcy Court within the time prescribed by the Bankruptcy Code;

- (iv) Any other action taken or suffered by Tenant because of insolvency.

5.2 Landlord's Remedies.

(a) Upon an Event of Default, Landlord may terminate Tenant's right of possession of the Premises and may recover all of the following from Tenant:

- (i) The worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (ii) The worth at the time of the award of the amount by which the unpaid Rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss that Tenant proves could have reasonably been avoided;
- (iii) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonable avoided;
- (iv) Any other amount necessary to compensate the Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation hereunder or which in the ordinary course of things would be likely to result therefrom.

As used in Subparagraphs (i) and (ii) above of this Section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during

any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(c) No reentry or taking possession of the Premises by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

5.3 No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's breach of this Lease shall not waive Landlord's right to recover damages under this Section 5. For the purpose of Section 5.2 above, the following shall not constitute a termination of Tenant's right to possession:

- (a) Acts of maintenance of preservation or efforts to relet the property.
- (b) Appointment of a receiver upon initiative of Landlord to protect Landlord's interest under the Lease.

5.4 Re-entry. Upon an Event of Default of Tenant not cured within the time specified in Section 5.1 or if Tenant vacates or abandons the premises, Landlord shall have the right to re-enter the Premises and take possession thereof with or without terminating this Lease upon giving notice of re-entry required by law

5.5 Remedies Cumulative. All of Landlord's rights, privileges and elections or remedies are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

6. Indemnification and Insurance

6.1 Indemnification. Tenant agrees to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, legal counsel, assigns, public officials, any successor or successors to Landlord's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "Indemnitees") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises, except for any acts of gross negligence or willful misconduct by Landlord. Landlord shall not be liable to Tenant for any damage by or resulting from any act or negligence of any other tenant of property adjoining the Premises or by the owner

or occupant of any adjoining or contiguous property. The preceding provisions shall not be construed to relieve Landlord from any liability Landlord may have to Tenant, or third persons, by reason of the California Government Claims Act or resulting from any liability resulting from the gross negligence or willful misconduct of Landlord, its employees or agents.

6.2 Insurance.

(a) On or before the Effective Date of the Lease, Tenant shall furnish to Landlord a certificate of insurance including endorsements, duplicate policy, or other evidence satisfactory to Landlord that Tenant has obtained the insurance required by Section 1.6. Each policy shall also provide for at least thirty (30) days' written notice by the insurer to Landlord prior to the cancellation thereof. If such insurance is to be cancelled, Tenant shall promptly notify Landlord of such proposed cancellation. All insurance obtained by Tenant pursuant to this Section shall be with a company licensed by the Insurance Commissioner of the State of California to do business within the State of California and shall have financial and policy holder Best ratings of no less than A-VIII. All insurance shall name Landlord, its Board of Harbor Commissioners, its officers, agents and employees as additional insured in such policies, and shall include a waiver of subrogation in favor of Landlord.

(b) Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

(c) Commercial General Liability with Public Liability and Property Damage Insurance. Tenant shall carry and maintain in full force during the Term of this Lease an insurance policy for commercial general liability with public liability and property damage in an amount not less than the amount set forth in Section 1.6 insuring any liability arising, or alleged to arise, on account of the death or injury to any person, or loss or damage to property occurring on the Premises, or as a result of the activities of Tenant on or off the Premises, or resulting from the use of the Premises by Tenant under this Lease, or resulting from the negligence or intentional acts of Tenant, its employees, agents, or contractors. The commercial general liability with public liability and property damage insurance policies obtained by Tenant pursuant to this paragraph shall be primary policies and any public liability and property damage insurance carried by Landlord shall be excess and noncontributing.

(d) Fire and Casualty Insurance. Except for fixtures, trade fixtures, or personal property installed or placed on the Premises by Tenant, fire and extended coverage casualty insurance on the Premises shall be the sole responsibility of Landlord. However, no use except that which is expressly provided in this Lease shall be made of the Premises nor acts done which will increase the existing rate of fire or extended coverage insurance on the Premises or any part thereof, nor shall Tenant sell or permit to be kept,

used or sold in and about said premises any article that is prohibited by the standard form of fire insurance policy. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements pertaining to the Premises of the insurance company providing the fire insurance with a standard extended coverage casualty endorsement covering the Premises.

Fire and extended coverage casualty insurance on fixtures, trade fixtures or personal property installed or placed on the Premises by Tenant shall be the sole responsibility of Tenant at Tenant's sole cost and expense.

(e) Pollution Legal Liability. At all times during the Term of this Lease, and for sixty (60) months following the termination of this Lease, the Tenant shall maintain Pollution Legal Liability insurance. Tenant's employees, agents, and contractors, who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment for the duration of the term of this Lease.

(f) Worker's Compensation Insurance. At all times during the Term of this Lease, including, Tenant shall maintain or cause to be maintained with regard to its employees, Workers' Compensation Insurance as required by law.

7. Maintenance and Alterations

7.1 Repair and Maintenance. Tenant shall keep the Premises in good condition and repair and free from dirt and accumulation of waste. Tenant at its own cost and expense shall repair any damage to the interior of the Premises, including, but not limited to windows, doors, glass, floor coverings, HVAC system, electrical equipment and plumbing and sprinkler systems, if any; and any damage to the exterior of the Premises (including parking area, roof and structural members) resulting from Tenant's use of the Premises under this Lease.

Landlord shall be responsible for maintaining and repairing the roof and exterior siding of the building on the Leased Premises.

7.2 Installations, Alterations and Improvements. Tenant shall not make any alterations, additions, improvements or changes to the Premises without the prior written approval of Landlord. All fixtures installed on the Premises (other than all trade fixtures) shall immediately become a part of the realty and belong to Landlord and shall not be removed therefrom by Tenant without the prior written consent of Landlord to such removal.

Tenant may, at Tenant's own cost and expense, install or place such furniture, equipment and machinery or other personal property in or upon the Premises as may be necessary for Tenant's use of the Premises for the purpose for which they are leased. Tenant shall have the right to remove any furniture, equipment and machinery, or other personal property (including without limitation, all trade fixtures) installed or placed in or upon the Premises at Tenant's own expense at any time prior to the expiration or termination of this

Lease. In the event of termination of this Lease on less than thirty (30) days' notice as provided in this Lease, Tenant shall have a reasonable time not to exceed thirty (30) days from the date of service of the notice of termination to make such removal. All personal property not removed by Tenant following the expiration or termination of this Lease within the time allowed for removal shall be deemed abandoned by Tenant and may be used or disposed of by Landlord in the manner prescribed by law without any liability to Tenant therefor. Such abandonment shall in no way reduce the obligation of Tenant to make restoration under Section 8.2 of this Lease.

In the event that during the Term of this Lease any alteration, addition or change of any nature to the Premises or to any portion thereof is required by law, regulation or rule (other than a law, regulation or rule of Landlord), the same shall be made by Tenant at Tenant's own cost and expense.

Before making any alteration, addition, improvement or change to the Premises with the prior written consent of Landlord, Tenant shall obtain all approvals and permits as may be required by law, including but not limited to, those of the California Coastal Commission. All such permits and approvals shall be obtained by Tenant at Tenant's sole cost and expense. Tenant also agrees that if any construction projects on the Premises are paid for by Landlord's funds, including offsets, then such construction projects will comply with the same legal requirements applicable to the Landlord (including, but not limited to, competitive bidding requirements, prevailing wage requirements, and public works bonding requirements.)

7.3 Adjustment to Rent. The parties acknowledge and agree that Tenant may be required to undertake installations, repairs and improvements (collectively "Improvements"). As such, Landlord agrees to offset up to fifty percent (50%) of the Rent for Improvements made by the Tenant and in accordance with the requirements described in Section 7.2. This section is limited to the initial Term of this Lease, and does not apply to the First Renewal Term.

8. Surrender, Restoration, Holdover

8.1 Surrender. Upon expiration of this Lease or its prior termination, Tenant shall quietly and peacefully vacate the Premises and surrender possession thereof to Landlord.

8.2 Restoration. Prior to the expiration of this Lease (and only to the extent directed by Landlord) Tenant shall restore the Premises to the condition in which received, ordinary wear and tear excepted, or to such improved condition as may have resulted from improvements made thereon by Landlord or Tenant. In the event this Lease is terminated on less than thirty (30) days' notice, Tenant shall be allowed a reasonable period of time not to exceed thirty (30) days from the date of service of the notice of termination within which to complete restoration.

8.3 Holding Over. Tenant may only hold over after the expiration or earlier termination of the term hereof with the express prior written consent of Landlord. Acceptance of Rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to one hundred fifty percent (150%) of the Rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 8.3 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

9. Assignment and Subletting

9.1 Assignment and Subletting. Tenant shall not permit the Premises to be occupied or used by any person other than Tenant, its agents and employees without Landlord's prior written consent to such operation or use. This Lease may not be assigned nor the Premises sublet by Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall not be released from any obligations under this Lease due to any assignment or subletting.

10. Destruction of Premises, Condemnation

10.1 Destruction.

(a) Total Destruction. In the event the Premises or a substantial portion thereof are destroyed by any cause so as to render the premises unfit for purposes designated in Section 1.4, or if the Premises are so badly damaged that they cannot be repaired within ninety (90) days from the date of such damage, either party may terminate this Lease by giving to the other party a written notice of termination served in the manner provided by Section 11.1 of this Lease. After such notice of termination has been given, Rent shall be prorated to the date Tenant actually vacates the Premises.

(b) Insured Partial Destruction. If the Premises are partially destroyed by any cause covered by insurance, and the destroyed portion can be rebuilt or repaired within ninety (90) days from the date of destruction, Landlord shall repair the same with reasonable diligence to the extent permitted by the insurance proceeds. In such event, this Lease shall remain in full force and effect, but until the destroyed premises are repaired, Rent paid by Tenant to Landlord shall be reduced in the same proportion that Tenant's square footage leased is reduced by such destruction at the rates specified in Section 1.2 as adjusted from time to time for changes in the Consumer Price Index.

(c) Non-insured Partial Destruction. If the Premises are partially destroyed by any cause not insurable by fire insurance with extended coverage casualty endorsement but can still be used for the purpose designated in Section 1.4 of this Lease, Tenant may, at its option, terminate this Lease unless Landlord rebuilds or repairs the destroyed portion of the Premises within 90 days from the date of destruction. Such termination by Tenant shall be accomplished by serving on Landlord a written notice of termination in the manner prescribed by Section 11.1 of this Lease. This Lease shall terminate on the date such notice of termination is served on Landlord which date shall not be less than 90 days after the date of destruction. If Landlord accomplishes such repair or if Tenant fails to exercise its option to terminate, this Lease shall remain in full force and effect, but until the destroyed premises are repaired, Rent paid by Tenant to Landlord shall be reduced in the same proportion that Tenant's square footage is reduced by such destruction at the rates specified in Section 1.2 as adjusted from time to time for changes in the Consumer Price Index.

(d) Damage to Tenant's Property. Landlord explicitly disclaims any responsibility for any damage to tenant's property contained inside the leased building occurring as a result of severe weather events or other natural disasters.

(e) Glass Breakage. Glass breakage shall not be deemed a partial destruction within the meaning of Subsections (b) and (c) above.

(f) Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

(g) Tenant's Fault. Notwithstanding anything herein to the contrary, if the Premises or any other portion of the property in which the Premises are located is damaged by casualty resulting from the fault, negligence, or breach of this Lease by Tenant, Rent shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the property caused thereby to the extent such cost and expense is not covered by insurance proceeds.

10.2 Condemnation.

(a) Condemnation Resulting in Termination. If the whole or any substantial part of the Premises should be taken or condemned for any public use under any regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with Tenant's Use of the Premises, either party shall have the right to terminate this Lease at its option.

(b) Condemnation Not Resulting in Termination. If a portion of the property of which the Premises are a part should be taken or condemned for any public use under any regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the Tenant's use of the Premises, and this Lease is not terminated as provided in

Section 10.2 above, the Rent payable hereunder during the unexpired portion of this Lease shall be reduced, beginning on the date when the physical taking shall have occurred, to such amount as may be fair and reasonable under all of the circumstances, but only after giving Landlord credit for all sums received or to be received by Tenant by the condemning authority. Notwithstanding anything to the contrary contained in this Paragraph, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the Term, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Rent payable hereunder by Tenant during the Term; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the unexpired Term.

(c) Award. Landlord shall be entitled to (and Tenant shall assign to Landlord) any and all payment, income, rent, award or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenant shall have no claim against Landlord or otherwise for any sums paid by virtue of such proceedings, whether or not attributable to the value of any unexpired portion of this Lease, except as expressly provided in this Lease. Notwithstanding the foregoing, any compensation specifically and separately awarded Tenant for Tenant's personal property and moving costs, shall be and remain the property of Tenant.

(d) Waiver of Code of Civil Procedure § 1265.130. Each party waives the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the superior court to terminate this Lease as a result of a partial taking.

11. Miscellaneous

11.1 Notice. All notices required herein shall be served by personal service or by registered or certified mail, or by nationally recognized overnight delivery services. Notices shall be addressed as follows:

(a) Notice to be served on Landlord shall be sent to Landlord addressed to Crescent City Harbor District, Attn: CEO/Harbormaster, 101 Citizens Dock Road, Crescent City, California 95531.

(b) Notice to be served on Tenant shall be sent to Tenant addressed to Tenant at the address shown in the introductory paragraph to this Lease.

(c) The date of service of any notice shall be deemed to be 24 hours after the date such notice is deposited in the United States mail or with such overnight delivery service.

11.2 Liens. Tenant shall promptly discharge or cause to be discharged any valid lien, right *in rem*, claim or demand of any kind (except one in favor of Landlord) arising or existing with respect to the Premises or for materials or equipment furnished therefor

or for any part thereof. If the same is not promptly discharged by Tenant, Landlord may discharge the same and Tenant shall immediately reimburse Landlord the cost thereof.

11.3 Failure to Insist on Compliance. Landlord's or Tenant's failure to take advantage of any default or breach of covenants on the part of the other party or to insist upon the performance of any terms, covenants and conditions of this Lease shall not be a waiver or relinquishment of such party's right to the future performance of such terms, covenants or conditions. Tenant's or Landlord's obligations with respect to such future performance shall continue in full force and effect. No custom or practice which may develop between the parties in the course of administering this Lease shall be construed to waive or lessen the right of either party to insist upon the performance by either of any term, covenant or condition hereof.

11.4 Successors in Interest. The terms, covenants and conditions contained herein shall apply to and bind the successors and assignees of all the parties hereto.

11.5 Amendments, Changes or Additions to Statutes. Whenever reference is made in this Lease to any provision of law such reference applies to all amendments, changes and additions now or hereafter made to such provisions.

11.6 Time. Time is of the essence of this Lease.

11.7 Non-discrimination. In conducting Tenant's activities on the Premises, Tenant must not unlawfully discriminate against employees or applicants for employment or for services or segregate any person or group of any member of the public on account of sex, sexual orientation, marital status, age, race, color, creed, national origin, ancestry, medical condition or physical handicap in the leasing, subleasing, renting, transferring, use, occupancy, or enjoyment of the premises. Tenant must abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to the Act

The foregoing provision includes, but is not limited to, the following: employment upgrading, demotion, transfer, recruiting, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. Tenant shall post notices provided by the State of California or the United States of America or its local government representative setting forth the provisions of this non-discrimination clause in conspicuous places available for employees and applicants for employment.

Tenant shall insert the foregoing provision in all contracts entered into by Tenant in the performance of any work permitted under this Lease except contracts for standard commercial supplies or raw materials.

11.8 Tenant's Representations and Warranties. Tenant hereby represents and warrants as follows:

(a) Tenant has full right, power and authority to execute, deliver, and carry out the terms of this Lease and all documents and agreements necessary to give effect to the provisions contained in this Lease.

(b) Neither Landlord nor any agent or employee of Landlord has made any representation, promise, or warranty except as expressly set forth in this Lease.

11.9 Captions. The captions of this Lease are not a portion of the substantive terms hereof.

11.10 Signs. Tenant shall not erect, install, or make any signs on the Premises without the prior written consent of Landlord thereto and in accordance with any applicable rules, laws or regulations. Landlord will not unreasonably withhold its consent to the erection or installation of signs stating the name of Tenant's business of reasonable dimensions and decor.

11.11 Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

11.12 Integration. This lease is the final agreement between Landlord and Tenant with regard to the Premises and supersedes all prior agreements (oral/or written), negotiations or representations. This lease may only be modified in writing, approved by Landlord's Board of Harbor Commissioners or CEO/Harbor Master, as applicable, and signed by both Landlord and Tenant.

11.13 Authorized Representatives. Each of the persons whose signature is subscribed hereto warrants that he or she has the proper authority to execute this Lease on behalf of Landlord or Tenant as appropriate.

11.14 Force Majeure. If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotions, tsunamis, pandemic, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Either party shall have the right to terminate this Lease in the event of Force Majeure for a consecutive six (6)-month period.

11.15 Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.

11.16 Dispute Resolution; Mediation. Except with regard to any claim, counterclaim, dispute, and other matter relating to the payment of rent or any other sum owing from Tenant to Landlord under this Lease, Landlord and Tenant agree to attempt in good faith to resolve any Non-monetary Dispute arising out of or relating to this Lease through negotiation between representatives who have

authority to resolve the matter. If and to the extent that any claim, counterclaim, dispute, and other matter in question between them arising out of or relating to this Lease or the breach thereof (collectively, "Non-monetary Disputes") cannot be resolved by such good faith negotiation after thirty (30) days, the Parties hereby agree that, prior to commencing any litigation, they will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the Non-monetary Disputes through confidential non-binding mediation. All expenses of the mediation shall be borne by the parties equally; however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. If either party commences litigation without first attempting to settle the Non-monetary Disputes through good faith mediation, such party shall not be entitled to reasonable attorneys' fees and costs in connection with this Lease, even where it may be so entitled by law or contract as the prevailing party.

11.17 Subordination. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be and is hereby declared to be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises are located; and (b) any mortgage or deed of trust which may now exist or be placed upon the land upon which the Premises is situated, or said ground leases or underlying leases, or Landlord's interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord provided that Tenant shall not be disturbed in its possession under this Lease by such successor in interest so long as Tenant is not in default under this Lease. Within ten (10) days after request by Landlord, Tenant shall execute and deliver any additional documents evidencing Tenant's attornment or the subordination of this Lease with respect to any such ground leases or underlying leases or any such mortgage or deed of trust, in the form requested by Landlord or by any ground landlord, mortgagee, or beneficiary under a deed of trust, subject to such non-disturbance requirement.

[signatures on following page]

**SIGNATURE PAGE TO LEASE
BY AND BETWEEN THE CRESCENT CITY HARBOR DISTRICT AND
SCOPA HOLDINGS, LLC**

TENANT:

Scopa Holdings, LLC,

By: _____
[Authorized Signatory]

Approved as to form:

By: _____
[Authorized Signatory]

LANDLORD:

Crescent City Harbor District:

By: _____
Tim Petrick, CEO/Harbormaster

Approved as to form:

By: _____
Ruben Duran, General Counsel



5. Communications and Reports

a. Update on Seawall and Citizens' Dock Project from Moffett & Nichol

Public Comment?

Citizens' Dock Alternatives

Presented by Moffatt & Nichol

The following presentation will be given by Moffatt & Nichol, the engineering team hired under the PIDP Seawall and Coastal Conservancy Citizens' Dock grants. The team was hired by the Board to complete required environmental studies and to begin design on the new Citizens' Dock.

The Moffatt & Nichol team used comments and data compiled from previous community meetings, online surveys, and discussions with stakeholders to create several alternatives for the new dock design.

Today, they will present these alternatives for your review and discussion. No action is required from the Board today.

This evening at 5:30, there will be a meeting in the Board room where the Moffatt & Nichol team will present and review these alternatives with community members and stakeholders.

Starting today, there will be a 10-day comment period online where community members can provide further comments. This comment period will close on Friday, March 29th.

The URL for that survey is: <https://citizensdock.org/survey>



SEAWALL AND CITIZENS' DOCK

Harbor Commission Meeting
March 15, 2024








EXISTING

*1,270' of berth space along dock
205' of berth space along seawall
34,600 SF of over-water coverage
639 Existing piles, 1380 sf

LEGEND

-  Federal Navigation Channel Boundary
-  Boat Ramp
-  Seawall*



Functional Criteria for Rebuilding Citizens Dock – Seawall

Main concerns / must have's:

- Maintaining operation during re-building of seawall and Citizens Dock
 - This would be especially important during first month of crab season (could be in the Nov-Jan time frame) which is the busiest time on the Citizens Dock
 - Maintaining access to a min of 5 functional hoists during re-building of Seawall & Citizens Dock
 - Access to ice house during re-building of seawall and Citizens Dock
 - Access to fuel during re-building (fuel could be trucked in)
- Flexibility to support multiple industries / generate additional revenue
- Improving public access (being mindful of public safety and liability if public access is granted to citizens dock especially during crab season during those first two months: it's like rush hour in Los Angeles)

Nice to have's:

- Improving commercial fishing:
 - having a public hoist (owned/maintained by District) preferably with a min capacity of 2 to 4 ton. Additionally
 - Making the pier 10 ft wider to have more space for semi-trucks to pass each other (Add line striping)
- Additional power plugs for bait/fish freezers
- Additional LED lighting on the citizens dock and perhaps under-deck lighting (top of hoists would be a good location)
- Tidal grid (short-term haul out): currently there is no haul-out
- Not have fender piles stick above deck level
- Sheltering from southerly wind-waves
- Keeping fuel and ice building separate for the new Citizens Dock

Positives (current operation/configuration):

- Quality of ice
- Access to fuel (expanded operating hours / very accommodating)
- Good amount of workable space for staging
- Safe entrance

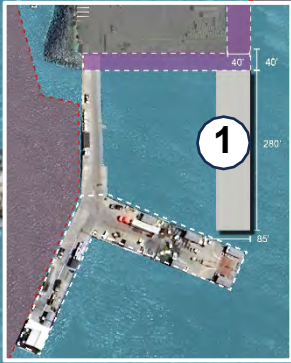
Room for improvement (w.r.t. current operation/configuration):

- Harbor District managing ice house (presently one of the buyers owns and operates the ice house for everyone)
- Harbor District managing fuel (presently there is no competition for price)

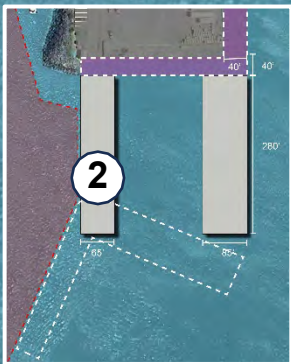
California Coastal Conservancy Grant Funding Requirements

- Resilience and adaptability to expected SLR, 100-year floods and 50-year tsunami.
- Explore the feasibility of including habitat features.
- The dock will include an ADA accessible pedestrian walkway, seating, lighting, informational signage, and educational and community opportunities. The new public access will connect to the coastal trail.
- Include a wide variety of voices in the design visioning so that fishing, tourism, local residential use, conservation, historic considerations, education, and other elements are all part of these conversations considered in the final design.

Construction Sequence

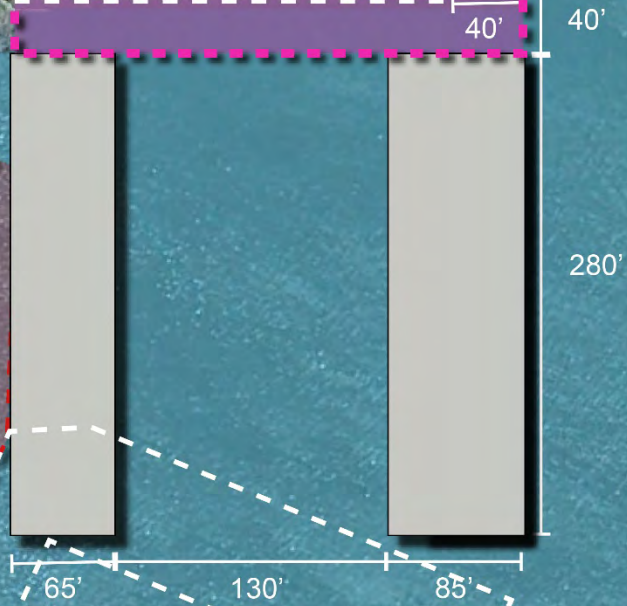


Phase 1: Summer 1



Phase 2: Summer 2






Landside improvements
not shown on these
diagrams



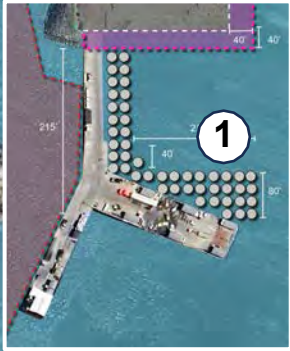
Alternative 1

- *1,270' of berth space along dock
- 130' of berth space along seawall
- 42,000 sf of over-water coverage
- 16,400 sf of benthic fill
- 16,880 sf of benthic fill with piles

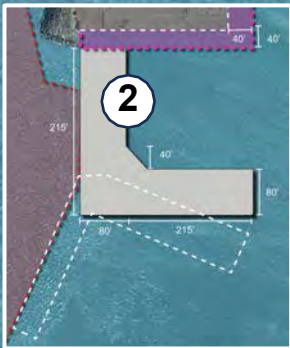
LEGEND

-  Federal Navigation Channel Boundary
-  New Pier
-  Apron
-  Pier Demolition
-  Seawall*

Construction Sequence



Phase 1: Summer 1



Phase 2: Summer 2

Landside improvements
not shown on these
diagrams

215'

40'

80'

80'

215'

Alternative 2

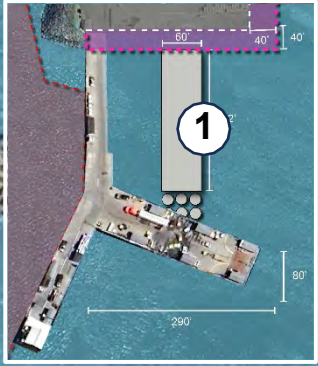
- *917' of berth space along dock
- 200' of berth space along seawall
- 35,200 sf of over-water coverage
- 16,400 sf of benthic fill
- 16,824 sf of benthic fill with piles

LEGEND

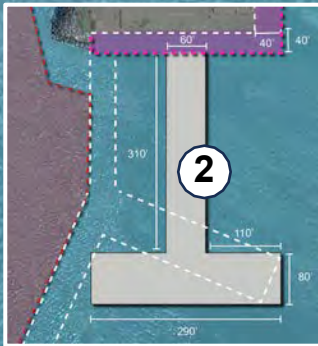
- Federal Navigation Channel Boundary
- New Pier
- Apron
- Pier Demolition
- Seawall*



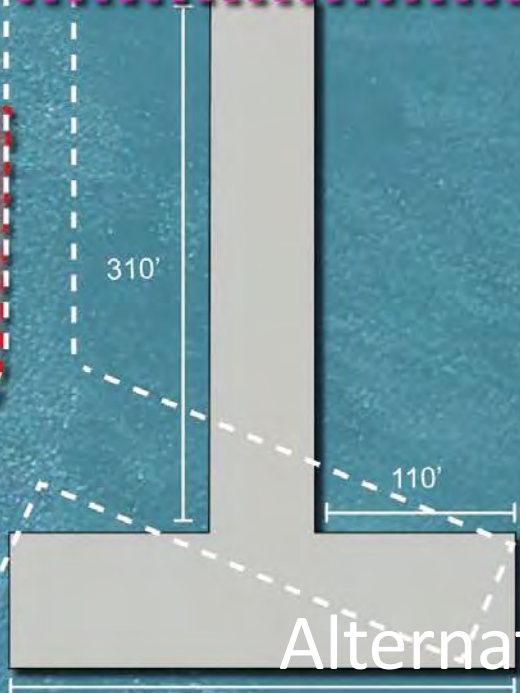
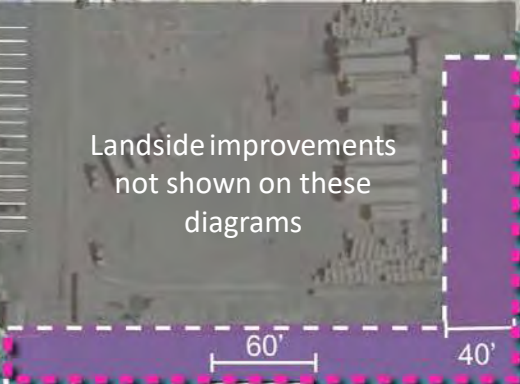
Construction Sequence



Phase 1: Summer 1



Phase 2: Summer 2



- 290' * 1,290' of berth space along dock
- 220' of berth space along seawall
- 41,800 sf of over-water coverage
- 16,400 sf of benthic fill
- 16,921 sf of benthic fill with piles

LEGEND

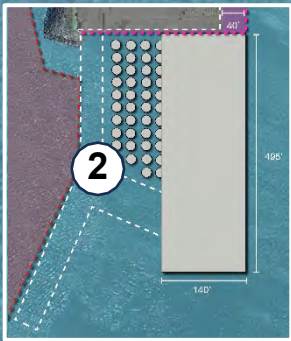
- Federal Navigation Channel Boundary
- New Pier
- Apron
- Pier Demolition
- Seawall*

moftatt & nichol

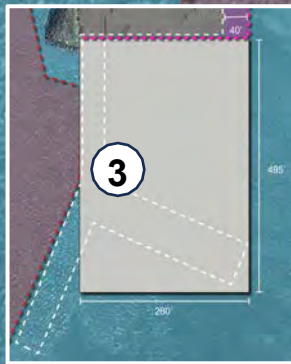
Construction Sequence



Phase 1: Summer 1



Phase 2: Summer 2



Phase 3: Summer 3



Landside improvements
not shown on these
diagrams



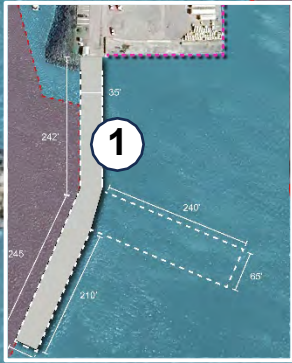
Alternative 4

- *1,270' of berth space along dock
- 0.0' of berth space along seawall
- 138,600 sf of over-water coverage
- 5,920 sf of benthic fill
- 7,521 sf of benthic fill with piles

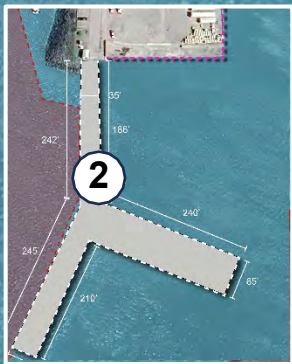
LEGEND

- Federal Navigation Channel Boundary
- New Pier
- Apron
- Pier Demolition
- Seawall*

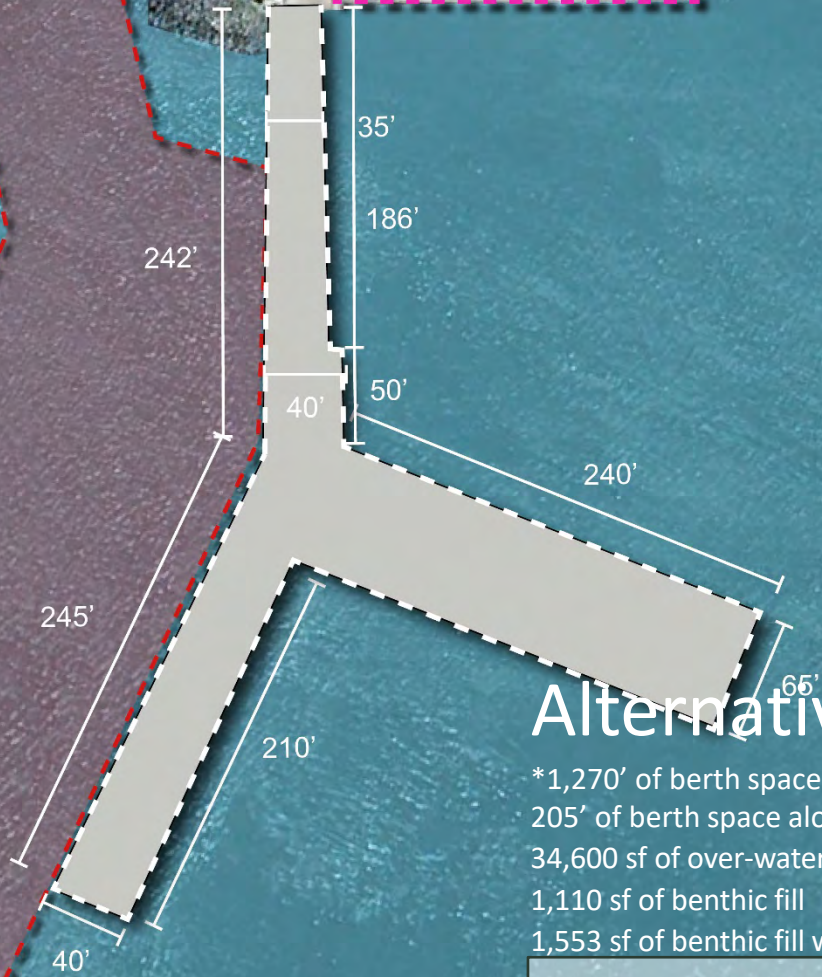
Construction Sequence



Phase 1: Summer 1



Phase 2: Summer 2



Alternative 5

- *1,270' of berth space along dock
- 205' of berth space along seawall
- 34,600 sf of over-water coverage
- 1,110 sf of benthic fill
- 1,553 sf of benthic fill with piles

LEGEND

- Federal Navigation Channel Boundary
- New Pier
- Apron
- Pier Demolition
- Seawall*



Selection Criteria for Alternative Analysis

Risk of Disruption to Commercial Fishing During Construction

Supporting Multiple Uses/Industries

Construction Cost

Construction Risk

Flexibility to Allow Potential Expansion in Future

Maintenance Dredging Needs

Environmental Mitigation Cost

Improve Fishing Operation

Minimizing Downtime (Sheltering from Southerly Wind Waves)

Improving public access to Citizens Dock

Selection Criteria for Alternative Analysis (1 of 2)*

Risk of Disruption to Commercial Fishing During Construction

Commercial fishing relies on having year-round access to a minimum berth space with functional hoists/ice house/fuel station. The demand for these facilities peaks during the start of the crab season (Nov-Jan). Longer construction schedule can also be a high risk. Construction activities limit access to the existing pier (less berthing space)

- Highest risk of disruption: the existing pier is demolished first before construction of a new pier starts.
- Lowest risk of disruption: a new pier with functional hoists/ice house/fuel station has been constructed before the existing pier is demolished.

Supporting Multiple Uses/Industries

Crescent City may be able to support other industries during off-season for commercial fishing and generate other revenue sources by having a multi-purpose dock. Having a wide/open upland area and having multiple piers provides the flexibility to support multiple uses/industries.

- Highest Flexibility: multiple piers with largest open upland area.
- Lowest Flexibility: single pier with smallest open upland area.

Construction Cost

Construction cost is approximately proportional to footprint of the new citizens dock.

- Highest Construction cost: new pier with highest footprint (square feet) for a given berth space in addition to expanding the landside by 40'.
- Lowest construction cost: new pier and seawall with same exact footprint or smallest footprint (square feet) for a given berth space.

Construction Risk

There are known challenges about pile driving in crescent city. More pile driving can trigger more risk. And in general, shorter construction schedule means lower risk.

- Highest Construction Risk: assuming a fast pace for construction and longer construction period.
- Lowest construction Risk: assuming a conservative pace for the construction.

Flexibility to Allow Potential Expansion in Future

Crescent City may be able to support other industries during off-season for commercial fishing and generate other revenue sources by having a multi-purpose dock. Having a wide/open upland area and having multiple piers provides the flexibility to support multiple uses/industries.

- Highest Flexibility: multiple piers with largest open upland area.
- Lowest Flexibility: single pier with smallest open upland area.

*General Note: All alternatives were developed to

- A) provide an optimized harbor operation involving a balance of areas devoted to upland staging and circulation, pier operating area and berthing space, and vessel maneuvering
- B) provide flexibility to accommodate both current commercial fishing industry needs and potential expansion for new opportunities that may arise

Selection Criteria for Alternative Analysis (2 of 2)*

Maintenance Dredging Needs

The existing federal navigation channel (FNC) runs along the trestle and west side of the west wharf. US Army Corps of Engineers performs regular monitoring and maintenance of existing federal navigation channel to the authorized dredge depth. Aligning the new pier in a way to maximize use of FNC will reduce the dredge burden on Harbor District.

- Highest Need for dredging: a new pier that does not run along the existing federal navigation channel.
- Lowest need for dredging: a new pier that runs along the existing federal navigation channel.

Environmental Mitigation Cost

Increasing overwater coverage of the new (pile supported) pier compared to the existing pier in addition to permanent fill of benthic habitat for expansion of upland area will likely require environmental mitigation. Mitigation needs to be identified and included in CEQA (The California Environmental Quality Act).

- Highest Environmental Mitigation Cost: a new pier with largest footprint and 40' of seaward expansion for the upland areas by permanent fill of benthic habitat.
- Lowest Environmental Mitigation Cost: a new pier and seawall with same exact footprint as that of existing (no upland expansion).

Improve Fishing Operation

Wider (than 65-ft) pier will provide a better circulation/truck passing space for the commercial fishing operation. Multiple entry points to the pier will eliminate the need for trucks for backing up to the pier.

- Highest Improvement: a new wider pier and multiple entries to the pier
- Lowest Improvement: a new pier with same width as existing and one entry point to the pier.

Minimizing Downtime (Sheltering from Southerly Wind Waves)

Locally-generated waves (wind waves) from south can result in excessive vessel motions and downtime for berthing especially for vessels berthing beam seas (the **vessel** is broadside to oncoming waves).

- Highest Improvement: Orienting the new pier such that vessels are head seas (waves are running directly against the course of the ship)
- Lowest Improvement: a new pier with same alignment as existing requiring beam seas berthing for some vessels

Improving public access to Citizens Dock

During peak of commercial crab season, it is not safe for public to access the dock given frequent passing of trucks, forklifts, and operation of hoists.

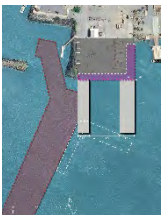
- Highest Improvement: having multiple and wider piers with largest open upland area will allow dedicating a space for public access
- Lowest Improvement: a new pier with single entry to the pier.

*General Note: All alternatives were developed to

- A) provide an optimized harbor operation involving a balance of areas devoted to upland staging and circulation, pier operating area and berthing space, and vessel maneuvering
- B) provide flexibility to accommodate both current commercial fishing industry needs and potential expansion for new opportunities that may arise

	Existing	1	2	3	4	5
Benthic fill with piles (sf)	1,380	15,280	15,224	15,321	6,801	5,643
Width (ft)						
Over-water coverage (sf)	34,600	42,000	35,200	41,800	138,600	34,600
Berthing (LF)						

Criteria	Weight (1 to 5)	Alternatives (1 to 5 Ranking, 5 being the most desired)				
Risk of Disruption to Commercial Fishing During Construction						
Flexibility to Support Multiple Uses/Industries						
Construction Cost						
Improving Commercial Fishing Operation						
Construction Risk						
Flexibility to Allow Potential Expansion in Future						
Maintenance Dredge Needs						
Environmental Mitigation Cost						
Improving sheltering from southerly waves (reducing downtime)						
Enhancing Public Access to Citizens Dock						
TOTAL						



1



2



3

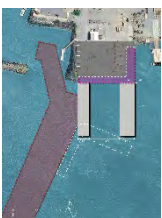


4



5

Criteria	Weight (1 to 5)	Alternatives				
		1	2	3	4	5
Risk of Disruption to Commercial Fishing During Construction						
Supporting Multiple Uses/Industries						
Construction Cost						
Construction Risk						
Flexibility to Allow Potential Expansion in Future						
Maintenance Dredge Needs						
Environmental Mitigation Cost						
Improve Fishing Operation						
Enhancing Public Access to Citizens Dock						
TOTAL						



1



2



3



4



5



5. Communications and Reports

b. Grants Update

Public Comment?

**Creating Positive Social
& Environmental Impact**



Community System Solutions

3.19.24

GRANTS UPDATE

PRESENTED TO
CCHD BOARD OF COMMISSIONERS

AISLENE DELANE & MIKE BAHR

Crescent City Harbor District Grant Tracking Chart 3_19_24

CCHD GRANTS AWARDED								
Grant Name	Grant Funder	Funded Projects	Project Amount	Grant Amount Awarded	Match Requirement (Remaining)	Grant Start Date	Project Timeline	Current Status
Port Infrastructure Development Grant (PIDP)	ODOT - Maritime Administration	1) Construction of a new seawall 2) repair and renovate the seafood packing and trucking area 3) replace the aged cargo handling equipment atop the seawall	\$9,208,207.00	\$7,366,565.60	\$1,570,489.00	Jan-23	1-Jan-28	Design alternatives presented to Ca Dept. Fish and Wildlife, Ca Coastal Commission, National Marine Fisheries Service on 3/13/24. Designs being presented to Harbor Commissioners and the public on 2/19/24. Feedback to be reviewed.
CA Coastal Conservancy Grant Citizen's Dock Planning	CA Coastal Conservancy	1) Design, Environmental Impact Studies and Permitting for construction of a new Citizens' Dock.	\$927,000.00	\$927,000.00	\$143,000 (In-Kind)	Jun-23	36 months	Design alternatives presented to Ca Dept. Fish and Wildlife, Ca Coastal Commission, National Marine Fisheries Service on 3/13/24. Designs being presented to Harbor Commissioners and the public on 2/19/24. Feedback to be reviewed.
CA Coastal Conservancy Grant South Beach Bathroom	CA Coastal Conservancy	Design, Permitting and Construction of Bathrooms and Showers on Anchor Way, near Starfish Way.	\$450,000.00	\$450,000.00	\$117,000 (In-Kind)	Jun-23	36 months	Two RFP responses received. Responses will be on the March 19, 2024 agenda.
Harbor Mitigation Grant Program (HMGP)	Cal OES and FEMA	1) Identify Highest best use of developable properties; 2) Design & Engineering; NEPA/CEQA; for Climate Resiliency Solutions along Harbor waterfront	\$1,500,000.00	\$1,350,000.00	\$150,000.00	Jan-24	Must be completed within 5 years of obligation	RFPs for Resiliency projects and Highest best property use being prepared and released.

Crescent City Harbor District Grant Tracking Chart 3_19_24

CCHD PARTNERING ON GRANTS AWARDED TO OTHER AGENCIES								
STPG Climate Adaptation Transportation Planning (partnering with Del Norte Local Transportation Commission)	Caltrans and OPR	Del Norte Local Transportation Commission awarded to 1) Identify climate mitigation projects along U.S. Hwy 101 and Anchor Way along South Beach.	\$250,000.00	\$250,000.00	\$8,000.00	Summer 2023	30 months	Del Norte Local Transportation Commission awarded contract to planning team. Engineering firm GHD beginning study. Next Quarterly Advisory Committee meeting in June.
CA Coastal Conservancy Grant Fish Filet Building, Bathroom and Pop Up Store (partnering with DNATL Community Food Council)	Coastal Conservancy	DNATL Community Food Council awarded grants for 1) Installation of Fish Filet Building; 2) Purchase and Installation of bathroom and pop-up store	\$500,000.00	\$500,000.00	\$0.00	Dec-23	36 months	Site location of buildings being determined with CCHD.
CCHD GRANTS APPLIED FOR UNDER REVIEW								
Grant Name	Grant Funder	Project Applied For	Project Amount	Grant Amount Requested	Match Requirement	Announcement Date	Project Timeline	Status
Storm Damage Disaster Response 4683	FEMA	Repair of Anchor Way Breakwater, Anchor Way Road and Whaler Island Groin Breakwater	\$3,500,000.00	\$3,500,000.00	6%	Q1 2024	18 months	FEMA requested that all 3 projects be combined into 1. Project back at CRC for review.
Storm Damage Disaster Response 4683 - Build Back Better	FEMA	Construct new Anchor Way Breakwater, Anchor Way road and Whaler Island Groin Breakwater.	\$7,695,828.00	\$7,695,828.00	6%	Spring 2024	18 months	FEMA requested that all 3 projects be combined into 1. Project back at CRC for review.
CCHD GRANT APPLICATIONS WORKING ON								
Grant Name	Grant Funder	Project Applying For	Project Amount	Grant Amount To Request	Cost Sharing/Match Requirement	Grant Submittal Date	Grant Announcement	Status
Port Infrastructure Development Grant (PIDP)	ODOT - Maritime Administration	Construction of Citizens Dock	\$10,000,000.00	\$8,500,000.00	\$1,500,000.00	May 10 2024	2Q 2024	Application being worked on

Crescent City Harbor District Grant Tracking Chart 3_19_24

GRANT OPPORTUNITIES WORKING ON								
Grant Name	Grant Funder	Project Applying For	Project Amount	Grant Amount To Request	Cost Sharing/Match Requirement	Grant Submittal Date	Grant Announcement	Status
Program to Support Offshore Wind Infrastructure Improvement	CA Department of Energy	Planning Studies and Commercial Area Development/Construction to support offshore wind efforts	\$2,000,000.00	\$2,000,000.00	\$200,000.00	2Q 2024	4Q 2024	Working on list of projects to include once the application is released.
Boating Infrastructure Grant	DBW	Boat Ramps	\$1,500,000	\$1,500,000	TBD	TBD	3Q 2024	Gathering data for application.
EDA Public Works Program	U.S. EDA	Infrastructure Construction Projects and new equipment	\$3,450,000.00	\$3,000,000.00	\$450,000.00	Rolling Application	Funding available in 2024	Reviewing project eligibility criteria.
Community Energy Resiliency Investment Program	CA Energy Commission	Installation of Microgrids	\$2,500,000.00	\$2,500,000.00	TBD	Spring 2024	Funding available in 2024	Grant application not released yet, due March-April 2024.



5. Communications and Reports

c. Comptroller's Report

Public Comment?



COMPTROLLER'S REPORT
March 19, 2024 Board Meeting

3-15-2024 BALANCES REPORT



ACCOUNT	AMOUNT
Bayside Checking	4,349
CCHD Operating	71,407
CCHD Savings	5,021
LAIF Reserve	141,253
RHV Checking	5,499
QB Payment Clearing Account	44,257
TOTAL 03/15/2024	271,786
BAYSIDE	450
COMMERCIAL	16,732
HARBOR SERVICES	7,616
SLIP RENTALS	7,200
CONFIDENT AR	31,998
WORKING BALANCE	303,784

CASH FLOW AS OF 03-15-2024

- For the period of January 1, 2024, through March 15, 2024, the District experienced a negative cash flow of (\$143,699). For the period of July 1, 2023 through March 15, 2024 the Harbor District had a negative cash flow of (\$560,715). This is directly related to unavoidable legal fees, that are now winding down.
- To address, the District anticipates collecting at least \$217,000 from tax proceeds and poundage fees within the next 90 days.
- This is based on receiving \$167,000 in Tax Proceeds during late April 2023 and over \$70,000 in Poundage Fees during the same period.
- Grant reimbursements are being invoiced and new revenue strategies are being developed with the Board Budget and Financial Resiliency Ad-Hoc Committee. This includes new grant reimbursement requests for \$153,500 in contracted work completed by Moffatt & Nichol & CSS.
- Lines of Credit and financing are being sought to help manage cash flow demands.





CURRENT LIABILITIES

PRIORITIES	
Fashion Blacksmith Payment	\$ (153,000)
Grant Vendor Reimbursements Received	\$ (40,552)
Accounts Payable	\$ (194,647)
M&N Coastal Completed	\$ (141,000)
USDA Payment	\$ (260,303)
TOTAL	\$ (789,502)

- The main short-term liabilities for the District include the first annual Fashion Blacksmith Payment, Due during the first part of April, payment instructions have been requested.
- A (\$40,552) payment to M&N for work completed for Coastal Conservancy’s grant should be released by 3/25/2024.
- The Accounts Payable balance is elevated due to aged legal expenses and some expenses being held until reimbursement funding is received.
- The District expect to receive reimbursement for USDA Loan payment from TOT funds within 45 days of making payment.
- Liability demands plan to be met by actively working with the Budget and Financial Resiliency Ad Hoc Committee, through strategic spending, receiving reimbursement for grant services work performed by the Leadership Team, new revenue initiatives and by pursuing financing.
- Additionally receiving One-Time funding in-time to meet liability payment schedules and to help restore the District’s reserve fund is expected to be received by June 1, 2024.



ACCOUNTS RECEIVABLE

BAYSIDE	\$	450
COMMERCIAL	\$	16,732
HARBOR SERVICES	\$	7,616
SLIP RENTALS	\$	7,200
CONFIDENT AR	\$	31,998

- The Team is confident \$31,998 in AR will be collected in the near-term.
- As of March 15, 2024, the adjusted Accounts Receivable (AR) balance is \$78,414 after deducting customer credits for prepayments and/or valid discounts of (\$30,954) from the total \$109,368 AR balance.



CURRENT PROJECTS

- Support Team, Help Team Generate Resources & Manage Cash Flow, Focused on Helping Harbor Office
- State, County, & Calpers Reports
- Assist District Apply for Financing
- Help Support Team Manage Cash Flow
- March 2024 Monthly Close & Budget Report
- Budget FY 2024-2025 Development
- Collect Commercial Rents
- Follow-Up CMANC & Oceanic Network Floating OSW
- RV Guest Operations & Develop Best Practices

REPORTS

- Income Statement July 1, 2023, through February 29, 2024
- Revenue Review Detail Report through 03-15-2024
- Expense Detail Report through 03-15-2024
- Statement of Cash Flows as of 03-15-2024
- Balance Sheet as of March 15, 2024
- AP Detail as of March 15, 2024

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Crescent City Harbor District

Income Statement Unaudited

July 2023 - February 2024

	TOTAL
Income	
2400 COMMERCIAL REVENUE	351,855
2600 SERVICES & FEES	131,964
2650 DISCOUNTS/REFUND GIVEN ADJUSTMENTS	-2,990
2700 MOORAGE - SLIP RENTALS	351,565
2800 RV PARKS REVENUE OPERATIONS	118,407
3000 SALES OF PRODUCT REVENUE	7,065
Total Income	\$957,866
Cost of Goods Sold	
3100 COST OF GOODS SOLD	4,284
Total Cost of Goods Sold	\$4,284
GROSS PROFIT	\$953,581
Expenses	
3200 ADVERTISING	2,090
3300 AUTO EXPENSES	33,187
3400 BANK FEES / SURCHARGES	15,174
3500 DUES / CHARITABLE CONTRIBUTIONS	29,610
3600 CONTRACTORS OPERATIONS	86,264
3700 INSURANCE POLICIES	184,077
3800 INTEREST EXPENSE	251,954
3900 LEGAL & PROFESSIONAL FEES	
3901 Accounting	27,000
3903 Attorney Professional Services Legal	428,914
3906 Engineering	58,506
3908 IT Services	18,094
3910 Professional Services PM and Planning	18,030
Total 3900 LEGAL & PROFESSIONAL FEES	550,544
4000 OFFICE / GENERAL OPERATIONS	64,334
5000 PAYROLL EXPENDITURES	899,350
5100 REPAIRS / MAINTENANCE	55,478
5200 SUPPLIES, MATERIALS & FUEL	22,743
5300 TRAVEL / TRAINING	12,515
5500 UTILITIES	
5501 Electricity	85,542
5502 Propane	8,351
5503 Telephone	9,314
5504 Water & Sewer Service	61,328
5505 Trash & Recycle	63,424
5506 WI-FI / Internet Services	19,258



Crescent City Harbor District

Income Statement Unaudited

July 2023 - February 2024

	TOTAL
5507 Solar Energy	64,455
Total 5500 UTILITIES	311,672
Total Expenses	\$2,518,992
NET OPERATING INCOME	\$ -1,565,411
Other Income	
5700 GRANTS RECEIVED	150,552
5800 INTEREST INCOME	13,620
5900 NON-OPERATING INCOME	
5901 Harbor House Team Housing	24,800
5904 Settlements Awarded to District	100,000
Total 5900 NON-OPERATING INCOME	124,800
6000 TAX PROCEEDS	
6001 Property Tax	306,036
6002 TOT Proceeds	528,775
Total 6000 TAX PROCEEDS	834,812
Total Other Income	\$1,123,785
Other Expenses	
6100 GRANT EXPENSES - NON-OPERATING	
6101 Grant & Project Management	82,000
6104 Citizens Dock Design Coastal	43,052
6106 FEMA HMGP South Beach Planning	12,780
Total 6100 GRANT EXPENSES - NON-OPERATING	137,832
6500 DEPRECIATION	631,448
6600 SETTLEMENT AGREEMENT EXPENSES	1,315,178
Total Other Expenses	\$2,084,458
NET OTHER INCOME	\$ -960,674
NET INCOME	\$ -2,526,085

Crescent City Harbor District

REVENUE REVIEW

July 1, 2023 - March 15, 2024

	TOTAL
Income	
2400 COMMERCIAL REVENUE	
2401 Commercial Fees Additional	489
2402 Commercial Hoist Leases	61,100
2403 Commercial Leases	229,078
2404 Commercial Sales Leases & Concessions QBE	0
2407 Commercial Utilities	24,443
2409 Freezer Rental	5,909
2410 Poundage Fees	82,256
Total 2400 COMMERCIAL REVENUE	403,276
2600 SERVICES & FEES	0
2602 No Insurance Fee	28,507
2603 Fees & Sales Additional	21,222
2604 Event Rentals	6,100
2605 Permits Fish Sales	775
2606 Key Fob Sales	722
2607 Late Payment Fee	6,465
2608 Launch Permit Fees	8,054
2609 Laundry Sales	7,524
2610 Live-a-Board Fees	5,580
2611 Mobile Crane Rental	2,865
2612 Storage Revenue	29,473
2613 Utilities Marina	13,746
2614 Work Dock Use	32
2615 Surcharge / Admin Fee	1,730
2616 Harbor Fees Additional	4,424
Total 2600 SERVICES & FEES	137,219
2650 DISCOUNTS/REFUND GIVEN ADJUSTMENTS	-5,170
2700 MOORAGE - SLIP RENTALS	383,762
2800 RV PARKS REVENUE OPERATIONS	
2801 RV Bayside Leases	131,842
2803 RV BS Fees	1,485
2805 RV BS Laundry	1,817
2806 RV RHV Leases	2,000
2808 RV RHV Laundry	333
Total 2800 RV PARKS REVENUE OPERATIONS	137,477
3000 SALES OF PRODUCT REVENUE	7,158
3099 UNCATERGORIZED REVENUE	0
Total Income	\$1,063,721

Crescent City Harbor District

REVENUE REVIEW

July 1, 2023 - March 15, 2024

	TOTAL
Cost of Goods Sold	
3100 COST OF GOODS SOLD	4,284
Total Cost of Goods Sold	\$4,284
GROSS PROFIT	\$1,059,436
Expenses	
Total Expenses	
NET OPERATING INCOME	\$1,059,436
Other Income	
5700 GRANTS RECEIVED	
5701 Citizens Dock Planning Grant Reimbursements	
5702 CCHD Project Management & Admin	110,000
5703 Reimbursements Sub-Contractor	40,552
Total 5701 Citizens Dock Planning Grant Reimbursements	150,552
Total 5700 GRANTS RECEIVED	150,552
5800 INTEREST INCOME	13,620
5900 NON-OPERATING INCOME	
5901 Harbor House Team Housing	27,900
Total 5900 NON-OPERATING INCOME	27,900
6000 TAX PROCEEDS	
6001 Property Tax	306,036
6002 TOT Proceeds	528,775
Total 6000 TAX PROCEEDS	834,812
Total Other Income	\$1,026,885
NET OTHER INCOME	\$1,026,885
NET INCOME	\$2,086,321



Crescent City Harbor District

OPERATING EXPENSES

July 1, 2023 - March 15, 2024

	TOTAL
Income	
Total Income	
GROSS PROFIT	\$0
Expenses	
3200 ADVERTISING	2,090
3300 AUTO EXPENSES	
3301 Fuel Expenses	2,202
3302 Maintenance and Repair	3,416
3303 Truck Leases/Auto Exp	28,075
Total 3300 AUTO EXPENSES	33,693
3400 BANK FEES / SURCHARGES	
3401 Bank Fees	1,247
3402 Merchant Fees	11,895
3404 QuickBooks Payments Fees	2,754
Total 3400 BANK FEES / SURCHARGES	15,896
3500 DUES / CHARITABLE CONTRIBUTIONS	29,975
3600 CONTRACTORS OPERATIONS	
3601 Contractors 1099	4,200
3602 Outside Services	82,918
Total 3600 CONTRACTORS OPERATIONS	87,118
3700 INSURANCE POLICIES	
3701 Auto Insurance	17,592
3702 Liability & Property Policies	168,607
3703 Workers Comp	-316
Total 3700 INSURANCE POLICIES	185,883
3800 INTEREST EXPENSE	
3802 USDA Interest	167,563
3803 Fashion Blacksmith Interest	84,392
Total 3800 INTEREST EXPENSE	251,954
3900 LEGAL & PROFESSIONAL FEES	
3901 Accounting	27,000
3903 Attorney Professional Services Legal	266,745
3904 Legal Reimbursements	67,334
3905 Additional Non-Attorney	121,757
Total 3903 Attorney Professional Services Legal	455,835
3906 Engineering	64,514
3908 IT Services	19,939



Crescent City Harbor District

OPERATING EXPENSES

July 1, 2023 - March 15, 2024

	TOTAL
3910 Professional Services PM and Planning	18,030
Total 3900 LEGAL & PROFESSIONAL FEES	585,319
4000 OFFICE / GENERAL OPERATIONS	
4001 Fuel Expense	7,718
4002 Office Equipment Leases	7,837
4003 Office Expenses	13,475
4004 Permits / Licenses	13,186
4006 Subscriptions & Software	13,166
4007 Uniform Expenses	4,872
4008 Website & Hosting Expenses	1,992
4020 Meals & Entertainment	-333
4025 Recruitment Expense	748
4026 Taxes and License	1,893
4027 Parking & Tolls	41
4028 Postage & Shipping	300
Total 4000 OFFICE / GENERAL OPERATIONS	64,894
5000 PAYROLL EXPENDITURES	980,098
5100 REPAIRS / MAINTENANCE	
5101 Heavy Equipment Lease Payments	14,757
5102 Operations Purchases	3,013
5104 Repairs General	39,483
Total 5100 REPAIRS / MAINTENANCE	57,253
5200 SUPPLIES, MATERIALS & FUEL	
5201 Maintenance Supplies / Materials	15,271
5202 Operations Supplies / Materials	4,766
5203 Fuel Maintenance	3,889
Total 5200 SUPPLIES, MATERIALS & FUEL	23,926
5300 TRAVEL / TRAINING	12,515
5500 UTILITIES	
5501 Electricity	92,697
5502 Propane	9,319
5503 Telephone	9,314
5504 Water & Sewer Service	61,328
5505 Trash & Recycle	63,424
5506 WI-FI / Internet Services	20,625
Total 5500 UTILITIES	256,707
Total Expenses	\$2,587,322
NET OPERATING INCOME	\$ -2,587,322



Crescent City Harbor District

OPERATING EXPENSES

July 1, 2023 - March 15, 2024

	TOTAL
Other Expenses	
6100 GRANT EXPENSES - NON-OPERATING	
6101 Grant & Project Management	82,000
Total 6100 GRANT EXPENSES - NON-OPERATING	82,000
Total Other Expenses	\$82,000
NET OTHER INCOME	\$ -82,000
NET INCOME	\$ -2,669,322



Crescent City Harbor District

Statement of Cash Flows

July 1, 2023 - March 15, 2024

	TOTAL
OPERATING ACTIVITIES	\$65,580,466
INVESTING ACTIVITIES	\$ -67,601,304
FINANCING ACTIVITIES	\$1,460,573
NET CASH INCREASE FOR PERIOD	\$ -560,265
Cash at beginning of period	841,355
CASH AT END OF PERIOD	\$281,090



Crescent City Harbor District

Statement of Cash Flows

January 1 - March 15, 2024

	TOTAL
OPERATING ACTIVITIES	\$ -138,904
FINANCING ACTIVITIES	\$ -4,346
NET CASH INCREASE FOR PERIOD	\$ -143,249
Cash at beginning of period	424,339
CASH AT END OF PERIOD	\$281,090



Crescent City Harbor District

Draft Balance Sheet, Unaudited

As of March 15, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND INVESTMENTS	272,236
Total Bank Accounts	\$272,236
Accounts Receivable	\$108,918
Other Current Assets	
1200 OTHER CURRENT ASSETS	2,536,987
1250 UNDEPOSITED FUNDS	8,854
1300 INVENTORY	16,172
Total Other Current Assets	\$2,562,013
Total Current Assets	\$2,943,166
Fixed Assets	
1490 Land Cost	465,511
1500 Depreciable Assets	67,601,304
1580 Accumulated Depreciation	-44,198,528
Total Fixed Assets	\$23,868,286
Other Assets	
NON-CURRENT ASSETS	0
Total Other Assets	\$0
TOTAL ASSETS	\$26,811,452
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	\$269,044
Credit Cards	\$ -1,674
Other Current Liabilities	
1900 PAYROLL LIABILITIES	
1903 Garnishments	-161
1904 Pension Defer Cash In-flows	200,815
1906 Accrued Payroll Liabilities	112,076
1907 Compensated Absences	106,595



Crescent City Harbor District

Draft Balance Sheet, Unaudited

As of March 15, 2024

	TOTAL
Total 1900 PAYROLL LIABILITIES	419,325
2000 CURRENT LIABILITIES	
2001 Customer Deposits & PrePayments	30,954
2002 Interest Payable	138,641
2003 Current USDA Long Term Debt	190,176
2004 Current Auto Lease Liability	107,323
2005 Valid Credit Due Customer	0
Total 2000 CURRENT LIABILITIES	467,094
2006 Accrued Expenses	0
CDTFA PAYABLE	16
Total Other Current Liabilities	\$886,435
Total Current Liabilities	\$1,153,805
Long-Term Liabilities	
2100 LONG TERM DEBT	0
2101 Dwelley / Frazier Note Bayside RV Park	9,140
2102 USDA Loan	5,129,959
2103 Lease Liability	1,840,482
2104 Net Pension Liability	895,041
2105 Fashion Blacksmith Payable	1,399,569
Total 2100 LONG TERM DEBT	9,274,190
Total Long-Term Liabilities	\$9,274,190
Total Liabilities	\$10,427,995
Equity	\$16,383,457
TOTAL LIABILITIES AND EQUITY	\$26,811,452

CRESCENT CITY HARBOR DISTRICT
AP AS OF 03-15-2024

Date	Num	Vendor	Memo/Description	Open Balance	Due Date
03/25/2024	4/1/24-4/30/24	Allied Administrators	5002 PAYROLL BENEFITS	\$ 511.00	03/25/2024
02/09/2024	24000060	Ambit Tax & Accounting	3901 LEGAL ACCOUNTING	\$ 1,600.00	02/09/2024
02/29/2024	INV/23-24000091	Ambit Tax & Accounting	3901 LEGAL ACCOUNTING	\$ 1,600.00	02/29/2024
03/06/2024	5090269710	ARAMARK	4007 UNIFORM EXPENSE	\$ 67.00	04/10/2024
03/13/2024	5090272103	ARAMARK	4007 UNIFORM EXPENSE	\$ 71.00	04/10/2024
01/17/2024	985758	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 3,660.00	01/17/2024
01/17/2024	985757	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 9,587.00	01/17/2024
01/17/2024	985760	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 539.00	01/17/2024
01/17/2024	985759	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 3,435.00	01/17/2024
01/17/2024	985756	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 3,039.00	01/17/2024
02/09/2024	987680	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 2,205.00	02/09/2024
02/09/2024	987679	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 5,995.00	02/09/2024
02/09/2024	987681	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 3,782.00	02/09/2024
02/09/2024	987678	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 2,267.00	02/09/2024
02/09/2024	987682	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 1,240.00	02/09/2024
03/04/2024	989042	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 194.00	03/04/2024
03/04/2024	989030	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 680.00	03/04/2024
03/04/2024	989023	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 1,512.00	03/04/2024
03/04/2024	989022	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 1,884.00	03/04/2024
03/04/2024	989026	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 7,761.00	03/04/2024
03/04/2024	989028	BEST BEST & KRIEGER, LLP	3903 LEGAL ATTORNEY	\$ 8,112.00	03/04/2024
03/15/2024	REFUND	BLANE WELTON	REFUND DUE BAYSIDE RENT	\$ 430.00	03/15/2024
02/29/2024	CL51805	C RENNER PETROLEUM INC	3301 FUEL EXPENSE	\$ 1,032.00	03/10/2024
11/07/2023	08-0133-MP	CA DEPT OF HOUSING AND COMMUNITY DEVELOPMENT	4004 PERMITS & LICENSE	\$ 659.00	01/29/2024
03/01/2024	17468084	CALPERS	5002 PAYROLL BENEFITS	\$ 5,010.00	03/31/2024
03/31/2024	17412111	CALPERS	5002 PAYROLL BENEFITS	\$ 423.00	03/31/2024
03/31/2024	17412151	CALPERS	5002 PAYROLL BENEFITS	\$ 3,136.00	03/31/2024

CRESCENT CITY HARBOR DISTRICT
AP AS OF 03-15-2024

Date	Num	Vendor	Memo/Description	Open Balance	Due Date
03/13/2024	REFUND	CHRIS FOX.	REFUND MOORAGE	\$ 1,750.00	03/13/2024
02/01/2024	020124-022924	COMMUNITY SYSTEM SOLUTIONS	6104 GRANT PROJECT MANAGMENT	\$ 12,500.00	03/15/2024
03/04/2024	3/4/2024	CRESCENT ACE HARDWARE	5201 MAINTENANCE SUPPLIES	\$ 37.00	03/25/2024
03/07/2024	991702	CRESCENT ACE HARDWARE	5201 MAINTENANCE SUPPLIES	\$ 282.00	03/25/2024
03/07/2024	991776	CRESCENT ACE HARDWARE	5201 MAINTENANCE SUPPLIES	\$ 218.00	03/25/2024
03/21/2024	1/20/24-2/21/24	CRESCENT CITY WATER DEPT	5504 UTILITIES WATER	\$ 4,386.00	03/21/2024
03/13/2024	703736	DEL NORTE OFFICE SUPPLY	4003 OFFICE EXPENSES	\$ 37.00	03/16/2024
12/02/2023	11/06/23-11/30/23	DISH NETWORK	5506 UTILITIES:WI-FI / Internet Services	\$ (936.00)	03/31/24
03/04/2024	3/4/2024	DISH NETWORK	5506 UTILITIES WIFI	\$ 1,137.00	03/19/2024
03/07/2024	702146/5	ENGLUND MARINE SUPPLY	5201 MAINTENANCE SUPPLIES	\$ 20.00	04/30/2024
03/07/2024	701252/5	ENGLUND MARINE SUPPLY	5201 MAINTENANCE SUPPLIES	\$ 11.00	04/30/2024
02/29/2024	DM00852786	EUREKA OXYGEN CO	5201 MAINTENANCE SUPPLIES	\$ 77.00	03/29/2024
03/08/2024	196170	GEOENGINEERS INC	3906 ENGINEERING	\$ 6,008.00	03/08/2024

CRESCENT CITY HARBOR DISTRICT
AP AS OF 03-15-2024

Date	Num	Vendor	Memo/Description	Open Balance	Due Date
02/14/2024	21224	Harrell & Company	3905 LFINANCIAL CONSULTING	\$ 9,880.00	02/25/2024
03/01/2024	24-02160	HI-TECH SECURITY	3602 OUTSIDE SERVICES	\$ 84.00	03/30/2024
03/01/2024	24-02161	HI-TECH SECURITY	3602 OUTSIDE SERVICES	\$ 108.00	03/30/2024
03/01/2024	24-02159	HI-TECH SECURITY	3602 OUTSIDE SERVICES	\$ 93.00	03/30/2024
03/01/2024	24-02158	HI-TECH SECURITY	3602 OUTSIDE SERVICES	\$ 108.00	03/31/2024
03/05/2024	2/5/24-3/1/24	HOME DEPOT CREDIT SERVICES	5201 SUPPLIES, MAINTENANCE	\$ 617.00	04/05/2024
03/01/2024	8/25/1931	INFINITE CONSULTING SERVICES	3908 IT SERVICES	\$ 1,845.00	03/16/2024
03/10/2024	5494161	KELLEY CONNECT XEROX	4002 OFFICE EQUIPMENT	\$ 385.00	03/30/2024
03/12/2024	62200551003	LES SCHWAB TIRES	3302 AUTO MAINTENANCE	\$ 447.00	04/12/2024
02/26/2024	M260006	MENDES SUPPLY COMPANY	5202 OPERATIONS SUPPLIES	\$ 554.00	03/26/2024
02/28/2024	M260168	MENDES SUPPLY COMPANY	5202 OPERATIONS SUPPLIES	\$ 370.00	03/28/2024
01/28/2024	1225421	MKA INTERNATIONAL	3905 LEGAL NON-ATTORNEY	\$ 920.00	01/28/2024

CRESCENT CITY HARBOR DISTRICT
AP AS OF 03-15-2024

Date	Num	Vendor	Memo/Description	Open Balance	Due Date
12/14/2023	784515	MOFFATT & NICHOL	6104 CITIZENS DOCK DESIGN COASTAL	\$ 40,552.00	01/13/2024
03/13/2024	22550	MOUNTAIN VIEW PAVING INC.	5104 REPAIRS GENERAL	\$ 1,774.00	04/13/2024
02/27/2024	3/18/24-3/17/25	NATIONWIDE LEGAL, LLC	3702 INSURANCE LIABILITY	\$ 245.00	03/18/2024
12/29/2023	352	NICHOLSON & OLSON	3902 ACCOUNTING AUDITING	\$ 19,000.00	01/29/2024
03/11/2024	3140-366562	O'REILLY AUTO PARTS	3302 AUTO MAINTENANCE	\$ 59.00	04/11/2024
02/29/2024	13502	PACIFIC CREST ENGINEERING INC.	3906 ENGINEERING	\$ 665.00	02/29/2024
11/30/2023	10/12/23	PACIFIC POWER	5501 UTILITIES: ELECTRIC & SOLAR	\$ (47.00)	03/14/2024
02/22/2024	1/5/24-2/5/24	PACIFIC POWER	5501 UTILITIES: ELECTRIC	\$ 12,214.00	03/14/2024
03/05/2024	2/2/24-3/4/24	PACIFIC POWER	5501 UTILITIES: ELECTRIC	\$ 126.00	03/26/2024
03/06/2024	2/5/24-3/5/24	PACIFIC POWER	5501 UTILITIES ELECTRIC	\$ 7,030.00	03/27/2024
03/01/2024	119347101030124	SPECTRUM BUSINESS	5506 UTILITIES WIFI	\$ 230.00	03/01/2024
03/05/2024	1409-125993	SUBURBAN PROPANE	5502 UTILITIES PROPANE	\$ 968.00	03/12/2024
03/05/2024	39871440- 2400787989	THERMO FLUIDS, INC	3602 OUTSIDE SERVICES	\$ 462.00	04/05/2024
				\$ 194,647.00	



5. Communications and Reports

d. CEO/Harbormaster Report

I am pleased to share the latest updates and announcements from our Harbor District. Your continued engagement and support are crucial to our collective success. Here are the key highlights::

Upcoming Events in March:

- March 23rd: Tsunami Resiliency Festival
- March 31st: 3rd Annual Easter Egg Hunt

This year's Easter Egg Hunt promises to be an unforgettable event with over 15,000 eggs hidden for our eager participants. In addition to the egg hunt, there will be exciting activities including face painting, balloon animals, and a variety of local vendors offering delicious food and drinks. We look forward to seeing you there for a day of fun and community spirit.



5. Communications and Reports

d. CEO/Harbormaster Report (page 2)

Challenges Facing Crescent City Commercial Fishing Fleet: Our Crescent City commercial fishing fleet continues to face challenges during this down season. Unfavorable weather conditions and low numbers have impacted their operations. We recognize the resilience and perseverance of our fishing community and remain committed to supporting them through these difficult times.

Maintenance Position Opening:

We currently have an opening in our maintenance team. If you are interested in joining our dedicated crew, please submit your application to the office staff or directly to Rich Salvaressa. Our Maintenance Division is instrumental in maintaining the upkeep and functionality of our harbor facilities.

Progress on Seawall and Citizens Dock Designs: Representatives from Moffat and Nichol, alongside CSS and myself, recently met with representatives from multiple permitting agencies to discuss preliminary designs for the seawall and Citizens Dock. We extend our gratitude to Moffat and Nichol for their informative presentation. Strong progress is being made towards the permitting process, bringing us closer to the realization of these crucial infrastructure projects.



5. Communications and Reports

d. CEO/Harbormaster Report (page 3)

Pacific Fisheries Management Council Decision: While limited, we are pleased to announce that the Pacific Fisheries Management Council has heard our objections and chosen to open the ground fish season this year. However, we urge all fishermen to be aware of the shifting legally fishable depths and to exercise caution. Information signage will be posted around the harbor to ensure everyone is well-informed.

Your continued support and participation are essential as we navigate these challenges and work towards the continued growth and resilience of our harbor district..



5. Communications and Reports

e. Harbor Commissioner & Ad Hoc Committee Reports

(1) Commissioner Gerhard Weber

(2) Commissioner Wes White

(3) Commissioner Brian Stone

(4) Secretary Rick Shepherd

(5) President Harry Adams

Public Comment?



6. Adjourn to Closed Session

CONFERENCE WITH LEGAL COUNSEL – ONGOING LITIGATION

(Government Code section 54956.9(d)(1))

Crescent City Harbor District v. Dutra et al.

Sacramento Superior Court Case No.: 34-2017-00215044-CU-BC-GDS

7. Report Out from Closed Session

8. MEETING ADJOURNMENT

Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, April 2, 2024, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.

