

# Board of Harbor Commissioners

## Crescent City Harbor District

November 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, November 19, 2024**

**Time:**    **Open Session 2:00 p.m.**

**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#

*Please Note, President Adams will be participating via Zoom from the following location: Apartment 32, Paseo Adolfo López Mateos/Benito Juárez, Downtown (Centro) Loreto, Baja California Sur 23880 Mexico*

## **1. Preliminary Items**

- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**
- d. 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. 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.*

- a. Approve Meeting Minutes of the October 1, 2024 Regular CCHD Board Meeting.**

### **3. New Business**

- a. Consider and Vote to Approve Environmental Site Assessment Proposal for 121 Starfish Way.**
- b. Discuss Potential Wave Energy Demonstration Project.**
- c. Discuss Closure of Pacific Seafood Ice Plant and Solutions to Maintain Ice Availability.**
- d. Discuss Strategies for Achieving Cost Savings in Harbor Administration.**

### **4. Old Business**

- a. Consider and Vote to Approve Revised Utility Audit Proposal from Advanced Recovery Services, Inc.**
- b. Discuss Revised Finance and Administration Policies and Procedures.**
- c. Review and Approve Revised Bylaws.**

### **5. Communications and Reports**

- a. Update on South Beach Restroom Project**
- b. Grants Update**
- c. Financial Report**
- d. CEO/Harbormaster Report**
- e. Harbor Commissioner & Ad Hoc Committee Reports**

## 6. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, December 3, 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**



## 1. Preliminary Items

### d. 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. 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.*

- a. Approve Minutes of the October 1, 2024 Regular Meeting.**

***Public Comment?***





### **3. New Business**

- a. **Consider and Vote to Approve Environmental Site Assessment Proposal for 121 Starfish Way.**

***Public Comment?***



Phone: (707) 441-8855 Email: info@shn-engr.com Web: shn-engr.com  
812 W. Wabash Avenue, Eureka, CA 95501-2138

Reference: 024000.067

September 30, 2024

Kristina Hanks  
Crescent City Harbor District  
121 Starfish Way  
Crescent City, CA 95531

by email: [khanks@ccharbor.com](mailto:khanks@ccharbor.com)

**Subject: Proposal for Phase I Environmental Site Assessment at 121 Starfish Way, Crescent City, California; Crescent City Harbor District**

Dear Selection Committee:

Thank you for offering SHN the opportunity to provide environmental services for Phase I environmental site assessment (ESA), and potentially a Phase II ESA. It is our understanding that the ESAs will be performed on a portion of Del Norte County Assessor's parcel number 117-020-016-000, 121 Starfish Way (subject property).

SHN understands that the Phase I ESA is required for due diligence. This letter outlines SHN's qualifications, relevant project experience, project organization, proposed approach/scope of services, costs, and schedule.

## 1.0 SHN's Experience and Qualifications

### 1.1 General Firm Overview

Founded in 1979, SHN is a multi-disciplinary firm meeting the needs of communities in Northern California and Southern Oregon for more than 45 years. SHN supports six regional offices (Willits, Fort Bragg, Eureka, and Redding, California; and Coos Bay and Klamath Falls, Oregon). Our firm is comprised of more than 115 employees who represent various disciplines, including civil engineering, environmental services, planning and permitting, geosciences, surveying, biological sciences, and materials testing/special inspections.

Through the application of both time-tested and contemporary methods, SHN offers its clients efficient, practical, sustainable solutions to challenging problems. SHN strives to contribute to a socially responsible and rewarding environment for its clients, employees, and community at large.

While SHN had been registered as a California Small Business Enterprise (SBE) for more than a decade, our firm now is comprised of too many employees to meet the State's SBE classification requirements. However, SHN is recognized as a federal small business entity.



## **1.2 General ESA Services**

SHN has completed more than 400 environmental assessments for the purpose of assessing properties for the presence or absence of regulated or hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), and Title 22 of the California Code of Regulations. SHN uses a comprehensive site assessment report format developed to meet the requirements to qualify for the innocent landowner defense to CERCLA liability. SHN's report format is in compliance with the ASTM-International (ASTM) Standard E1527-21; "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," or ASTM Standard E2247-23; "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property."

SHN has completed environmental site assessments for a variety of commercial, industrial, agricultural, undeveloped, and proposed conservation properties located throughout northern California and southern Oregon. SHN specializes in serving the needs of our clients and has acquired expertise in working with the types of businesses and activities found in property transfers typical for the region. SHN's projects have included full-scale state and federal superfund and Brownfield sites, as well as numerous smaller, independent investigations. SHN tailors site investigations to meet the specific regulatory and financial needs of each client.

## **1.3 Recent Phase I/II ESA Projects**

Within the last 5 years, SHN has successfully completed Phase I ESAs for a variety of clients, including local and state municipalities, school districts, non-profit organizations, Native American rancherias, automobile dealership and service station owners, corporate lenders, REALTORS®, residential and commercial builders, private property owners, multi-family housing, feedlots, and other entities.

The following list presents several Northern California Phase I ESA's that SHN has conducted recently:

- California Indian Environmental Alliance, Crescent City, CA
- Confidential Client, 2 Phase I ESA's in Crescent City
- City of Eureka, Six Phase I ESAs, Eureka, CA
- Trinidad Rancheria, Trinidad, CA
- Michigan-California Timber, northeast CA (108,000 acres)
- Save the Redwoods League, Elk Meadow, Humboldt County, CA
- Save the Redwoods League, Burbeck Creek, Mendocino County, CA
- Scotia Union School District, Scotia, CA
- Jacoby Creek School, Arcata, CA
- Humboldt County Department of Public Works, 3 Phase I ESAs, Eureka, CA
- P&B Labs, Eureka, CA
- Hochgraef Property, Laytonville, CA
- Humboldt State University, DeMassa Residence, Arcata, CA



- Shipwreck Site, Fields Landing, CA
- City of Eureka, Marina Way, Eureka, CA
- City of Eureka, Hilfiker Lane, Eureka, CA
- Open Door Community Health Center, Arcata, CA
- Proposed Plaza Property, Blue Lake, CA
- Scotia Union School District Gymnasium, Scotia, CA

In addition, the following list presents several Northern California and Southern Oregon Phase II ESA's that SHN has conducted recently:

- Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
- Little Lakes Brownfield, Arcata, CA (Phase II ESA)
- Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
- City of Eureka, Waterfront Drive (Phase II ESA)
- Eureka High School (Phase II ESA)
- City of Lakeside WWTP, Lakeside, OR (Phase II ESA / Groundwater Monitoring)
- Jordan Cove Landfill, Coos Bay, OR (Phase II ESA / Groundwater Monitoring)
- Dunes Ranch, Coos County, OR (Phase II ESA / Groundwater Monitoring)
- JCE Landfill Closure, Coos Bay, OR (Phase II ESA / Soil Gas Monitoring)
- Dunes KOA, Coos County, OR (Phase II ESA / Groundwater Monitoring)

## 1.4 Relevant Project Experience

In addition to the bulleted project experience listed above, the following information describes two recent and similar projects in which SHN provided ESA services.

- **Confidential Client – Multiple Phase I and II ESAs**

In 2024, SHN completed 15 Phase I ESA's and 14 Phase II ESA's for a property transfer for properties scattered throughout southwestern Oregon for a petroleum retailer. Due to a narrow timeframe, the Phase I and Phase II ESAs were performed concurrently. SHN was able to complete the requested work within an aggressive timetable, to meet the needs of the client.

- **City of Eureka – Five Phase I ESAs**

In 2023, SHN completed four Phase I ESA's and one Phase I ESA update for 5 properties in the City of Eureka. The properties included parcels in the Old Town neighborhood and former boatyards along the Humboldt Bay waterfront. SHN completed these Phase I's in a narrow timeline to meet the deadlines of the client. No recognized environmental conditions were found, so Phase II work was not warranted.



## 1.5 Project Organization

The following table presents our team’s proposed organization to complete the project. The project will be managed by Roland Rueber, PG. Roland is a Senior Geologist with more than 28 years of professional experience and he has completed more than 300 Phase I and II ESAs. Summary-level resumes are provided in Attachment 1.

SHN Team Member	Project Role	Years of Experience
Roland Rueber, PG	Project Manager	28
Diana Ward	Environmental Services Coordinator	23
Roger Klakken	Staff Geologist	11
Julia Maddox	Staff Geologist	4

## 2.0 Project Approach

### 2.1 Phase I ESA

SHN’s proposed scope of work is designed to comply with the ASTM Standard E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.” Work will be completed under the direct supervision of a California professional geologist.

Within this scope of work to complete this ESA, SHN will perform the following work tasks:

- Conduct a site inspection of the subject property to identify visual evidence of surface contamination and potential subsurface sources of contamination.
- Conduct a survey of sites near the subject property to identify ones that may use, produce, or store hazardous materials and/or generate hazardous waste.
- Conduct interviews with regulatory authorities and/or people familiar with the use of the parcel.
- Examine aerial photographs of the subject property taken over the past 50 to 60 years, historical Sanborn Maps, United States Geological Survey (USGS) topographic maps, and archived permit records and business (street) directories, as available. These examinations will seek to develop a continuous site history dating back to 1940 or the first known development of the parcel, whichever is earlier, as recommended by the ASTM guideline.
- Using the ASTM-designated search radii, review federal, state, county, and other regulatory agency lists and databases (including Comprehensive Environmental Response Compensation and Liability Information System [CERCLIS], National Priorities List [NPL], and Cal-sites) for sites with known hazardous materials contamination and/or registered underground storage tanks located on or near the subject property.
- Review regulatory agency files, if necessary, for identified contaminated sites to determine if the listed sites are potential hazardous-material threats to the subject property.



- Review previous site investigations or ESAs for the subject property, if available.
- Identify existing or proposed municipal infrastructure for the subject property and vicinity, including potable water, wastewater, and stormwater provisions, as mandated by the ASTM guidelines.
- Describe local and regional geological and groundwater conditions in the vicinity of the subject property.
- Complete a land-use questionnaire (supplied by SHN).
- Provide photographs of the subject property and areas of concern.
- One report will be prepared for the subject property. SHN will provide one PDF on disc or by download link of the Phase I ESA report presenting the results of the investigation for the parcel. The report will include topographic, vicinity, and parcel maps, and present findings regarding current and former operations pertaining to hazardous materials usage, storage, or disposal, discuss recognized environmental conditions (RECs), and identify data gaps, if any.

## **2.2 Assumptions**

SHN's proposed Phase I work scope and costs assume the following:

- Client will provide authorization for SHN to access the subject property in a timely manner.
- Client will provide available information regarding the past operations at the subject property (that is not publicly available), and preliminary title reports (if available).
- Client will provide SHN the contact information of the property owner and the user of the Phase I to complete the ESA questionnaires. The persons identified should be able to provide information regarding the subject property's former and current uses in a timely manner.

## **2.3 Phase II ESA**

The following scope is based on the information provided in the RFP, and visual observations made during the preliminary site walk. Additional sampling locations may need to be added pending the completion of the Phase I ESA.

### **2.3.1 Subsurface Sampling**

SHN will perform the following tasks at the subject property:

- Coordinate with a drilling subcontractor.
- Procure boring permits from the Del Norte County Division of Environmental Health.
- Mark the site with white paint and notify Underground Service Alert North.
- Have the near surface samples analyzed for cadmium, chromium, nickel, lead, and zinc.
- Install five Geoprobe borings to approximately 16 feet below ground surface (BGS), with at least two soil samples collected from each boring for laboratory analysis.



- Install a temporary wellpoint in two of the borings for the collection of a groundwater sample for laboratory analysis.
- Have soil and groundwater samples from the Geoprobe borings analyzed for:
  - Soil - metals (cadmium, chromium, nickel, lead, and zinc).
  - Soil and groundwater - total petroleum hydrocarbons as motor oil (TPHMO), as diesel (TPHD), and as gasoline (TPHG), benzene, toluene, ethylbenzene, total xylenes, naphthalene, fuel oxygenates.
  - Groundwater - dissolved metals (cadmium, chromium, nickel, lead, and zinc).
- Install one hand augered boring near the above ground transformer.
- Collect two soil samples from the hand augered boring and submit for the analysis of polychlorinated biphenyls (PCBs).
- Properly dispose of decontamination water from the boring installations.
- Prepare a summary report for submittal to the Harbor District.

### **2.3.2 Assumptions**

SHN's proposed work scope and costs assume the following:

- Client will provide authorization for SHN to access the site in a timely manner.
- Any waste soil will be placed in a steel drum and left on site.

## **3.0 Fees**

SHN's cost estimated for labor and expenses to provide the required professional services is:

- Phase I ESA: \$7,500
- Phase II ESA: \$20,000

## **4.0 Timeline**

The Phase I ESA can be completed within 30 to 45 days from authorization. The Phase II report can be submitted within 60 days of completing the field sampling; however, timing for the field sampling is dependent on the drilling subcontractor's schedule.



Crescent City Harbor District

**Proposal for Phase I Environmental Site Assessment at 121 Starfish Way**

September 30, 2024

Page 7

Please contact me at 707-845-5909 if you have any questions about this proposal.

Respectfully,

**SHN**

A handwritten signature in blue ink, appearing to read "Roland Rueber", is written over a light blue rectangular background.

Roland Rueber, PG  
Senior Geologist

RMR:dla

Attachment 1. SHN Project Team Resumes





**SHN Project Team  
Resumes**

**1**

---

## Distinguishing Qualifications

- Project Management
- Phase I / II Site investigations, remedial action plans, and remediation well installations
- Excavations, drilling, soil and groundwater sampling
- Membrane Interface Probe investigations and interpretation
- Choosing effective remediation systems
- Natural attenuation evaluations
- LNAPL Evaluations
- In Situ Chemical Oxidation

## Years of Experience: 28

With SHN: 24

## Education

B.S., Geology, Humboldt State University, Arcata, California; 1993

## Professional Registrations

- Professional Geologist; CA #7629; 2003

# Roland Rueber, PG

## Senior Geologist



## Relevant Experience

Mr. Rueber has 28 years of experience at SHN in environmental and applied geology while working with federal, state, and local regulatory agencies.

Experience includes project management, Phase I/II site investigations, Brownfield investigations, site remediation, plan and procedure development, bid preparation, permitting, and subcontractor oversight. He has prepared and implemented over 100 remedial action plans for a variety of contaminants and more than 300 Phase I/II ESAs.

## Representative Recent ESA Projects

- California Indian Environmental Alliance, Crescent City, CA
  - Confidential Client, 2 Phase I ESA's in Crescent City, CA
  - City of Eureka, 6 Phase 1s, Eureka, CA
  - Trinidad Rancheria, Trinidad, CA
  - Michigan-California Timber, Northeast California (108,000 acres)
  - Save the Redwoods League, Elk Meadow, Humboldt County, CA
  - Save the Redwoods League, Burbeck Creek, Mendocino County, CA
  - Scotia Union School District, Scotia, CA
  - Jacoby Creek School, Arcata, CA
  - Humboldt County Department of Public Works-3 Phase 1s, Eureka, CA
  - P&B Labs, Eureka, CA
  - Humboldt State University, DeMassa Residence, Arcata, CA
  - Shipwreck Site, Fields Landing, CA
  - City of Eureka, Marina Way, Eureka, CA
  - City of Eureka, Hilfiker Lane, Eureka, CA
  - Open Door Community Health Center, Arcata, CA
  - Proposed Plaza Property, Blue Lake, CA
  - Del Norte Street Property, Eureka, CA
  - Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
  - Little Lakes Brownfield, Arcata, CA (Phase II ESA)
  - Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
  - City of Eureka, Waterfront Drive (Phase II ESA)
  - Eureka High School (Phase II ESA)
-

---

**Distinguishing Qualifications**

- Project Management
- Phase I / II Site investigations
- Compliance and stormwater monitoring projects

**Years of Experience: 23**

With SHN: 23

**Professional Training**

- Qualified Industrial Stormwater Practitioner (QISP)

## Diana Ward

### Environmental Services Coordinator

**Relevant Experience**

Ms. Ward is SHN's Environmental Services data and documents administrator. She tracks and schedules monitoring reports, and is in charge of uploading data to State databases, such as GeoTracker. She serves as Project Manager of numerous compliance and stormwater monitoring projects, assisting the construction and forest product sectors. Ms. Ward has served as writer/data reviewer for numerous environmental engineering and hazardous materials reports, including site assessments, reports of findings, monitoring reports, and closure reports.

**Representative Recent ESA Projects**

- City of Eureka, 6 properties, Eureka, CA
  - Del Norte Street Property, Eureka, CA
  - Reservation Ranch, Smith River, CA
  - H Street Property (1), Eureka, CA
  - H Street Property (2), Eureka, CA
  - Eureka Phase I ESA Corridor Study
  - Humboldt State University, DeMassa Residence, Arcata, CA
  - Scotia Union School District, Scotia, CA
  - 2nd Street, Eureka, CA
  - Open Door Community Health Center, Arcata, CA
  - Swan Lake Property, Dairy, OR and surrounding areas
  - S Bay Depot Road, Fields Landing, CA
  - P&B Labs, Eureka, CA
  - HSU Steward Property, Arcata, CA
  - City of Blue Lake Truck Route Corridor Study
  - Trinidad Rancheria, Trinidad, CA
  - Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
  - Little Lakes Brownfield, Arcata, CA (Phase II ESA)
  - Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
  - City of Eureka, Waterfront Drive (Phase II ESA)
  - Eureka High School (Phase II ESA)
-

---

### **Distinguishing Qualifications**

- OSHA-HAZWOPER certified and capable of providing fieldwork on any hazmat site
- Experience with environmental soil and water sampling
- Experience with the installation of monitoring/sparge wells
- Construction Oversight
- Field Site Management

### **Years of Experience: 11**

With SHN: 7

### **Education**

B.S., Geology, Portland State University, Portland, OR

### **Certifications, Trainings, and Affiliations**

- Qualified SWPPP Practitioner (QSP)  
CASQA #27420
- 40-hour OSHA HAZWOPER Certified
- 8-hour OSHA HAZWOPER Certified
- Electrical Transmission Line Safety Orientation – (Non-Line Worker)

## **Roger Klakken**

### **Staff Geologist**

#### **Relevant Experience**

Mr. Klakken is OSHA-HAZWOPER certified and capable of providing fieldwork on any stormwater and hazardous materials site. He has more than 11 years of experience in the geologic and environmental fields. He works with regulatory agencies in relation to his assigned projects.

His experience includes underground storage tank (UST) investigations and remediation projects, stormwater sampling and observation recording, project management, subsurface investigation, permit applications, and Phase II Environmental Site Assessments (ESAs).

Field experience includes UST excavations, drilling, soil, groundwater, and surface water sampling (site characterization), lithologic logging, construction oversight, and monitoring well installation.

#### **Representative Recent ESA Projects**

- Confidential Client, 2 Phase I ESA's in Crescent City, CA
- City of Eureka, 6 properties, Eureka, CA
- Del Norte Street Property, Eureka, CA
- Reservation Ranch, Smith River, CA
- H Street Property (1), Eureka, CA
- Eureka Phase I ESA Corridor Study



---

**Distinguishing  
Qualifications**

- Phase I Site investigations, remedial action plans, and remediation well installations
- Field inspections
- Regulatory reporting
- HMBP and SPCC plans

**Years of Experience: 4**

With SHN: 2

**Education**

B.S., Geology, Humboldt State University, Arcata, California; 2018

**SHN Office Location**

Redding, CA

## Julia Maddox

### Staff Geologist

**Relevant Experience**

Ms. Maddox is staff geologist with experience in environmental compliance monitoring at industrial facilities and Phase 1 Environmental Site Assessments. She has performed regular field inspections, member training, and regulatory reporting for over 50 industrial facilities in California.

She has prepared and implemented Hazardous Materials Business Plans (HMBP) and Spill, Prevention, Control, and Countermeasures Plans (SPCC) in accordance with local, state, and federal regulations.

Ms. Maddox has assisted in mapping burn zones with drone footage post wildfire to mitigate soil loss and implement sediment and erosion controls and continues to work on projects with Stormwater Pollution Prevention Plans (SWPPP) with ongoing monitoring and reporting support.

**Representative Recent ESA Projects**

- Confidential Client, 2 Phase I ESA's in Crescent City, CA
- Sunset Heights, City of Eureka, Eureka, CA
- 16 2nd Street, City of Eureka, Eureka, CA
- 111 Puente Del Monte Ave, Papé, Gonzales, CA
- Valley Truck and Tractor, Papé, Woodland, CA
- Valley Truck and Tractor, Papé, Robbins, CA
- Valley Truck and Tractor, Papé, Yuba City, CA
- NorCal Kenworth, Papé, Sacramento, CA
- Reservation Ranch, Agricultural Finance & Investments, Crescent City, CA
- 16715 Condit Road, Papé, Morgan Hill, CA
- 2552 CA-4, Papé, Stockton, CA





### **3. New Business**

#### **b. Discuss Potential Wave Energy Demonstration Project.**

***Public Comment?***



### **3. New Business**

- c. Discuss Closure of Pacific Seafood Ice Plant and Solutions to Maintain Ice Availability.**

***Public Comment?***



9/5/24

Tim Petrick  
CEO/Harbormaster  
Crescent City Harbor District  
101 Citizens Dock Road  
Crescent City, CA 95531

**Re: Cessation of Ice House Operations**

Tim,

With the prolonged lack of ice sales and the continuing increase in the cost of repairs and normal operational expenses, Pacific Seafood – Eureka, LLC has made the difficult decision to cease all operations and terminate the lease of the Crescent City Citizens Dock Ice House on Saturday, October 5, 2024. As the applicable Lease Agreement expired in 2016, Pacific Seafood has been paying the rental fees on a constructive month-to-month leasehold basis; upon expiration of the 30-day termination notice period, our landlord/tenant relationship and all ongoing payment obligations specific to this property shall cease.

I am currently traveling for the next few days but am available to discuss next week when you are available.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Cincotta".

Joe Cincotta  
Pacific Seafood Group  
General Manager Southern Processing  
p. 707-442-2981 ex. 8504 | c. 916-824-5139





### **3. New Business**

- d. Discuss Strategies for Achieving Cost Savings in Harbor Administration.**

***Public Comment?***



#### **4. Old Business**

- a. **Consider and Vote to Approve Revised Utility Audit Proposal from Advanced Recovery Services, Inc.**

***Public Comment?***

# ARS Utility Audit Proposal Summary

## What is needed for an Audit?

1. One bill copy per account.
  - If the client has online access to their utility invoices, they can provide the login information and ARS will pull the historical usage and bills online.
2. Copy of any supplier agreements.
3. Signed letter of authorization & audit agreement.

## Audit Compensation

Within our finding reports, there will be two types of findings presented: Refunds & Reductions:

*Refunds*- 40% of any refunds/credits obtained by the customer, as based on the results of the audit (Ex., \$1,000 refund, ARS sends an invoice for \$400).

*Reductions*- When any savings recommendations are implemented as a result of the audit, ARS will receive a 40% share of the savings monthly for the first 24 months of actual savings. (Ex., A reoccurring charge of \$25 was removed from an account. We'll ask for \$10.00 a month, billed on a monthly basis, for 24 months and then the client keeps the savings forever).

If nothing is found, there is no fee charged to the client for the audit. ARS is purely contingent based.

## The No Obligation Utility Audit

ARS is only compensated on the credits/refunds. When findings are uncovered, ARS will present a finding report to the client. In return, ARS is only compensated on findings the client actually receives. As a result, our audit team is incentive driven to maximize refunds & reductions and present findings in a clear, easy to understand format.

## Broker Services

If the client requests ARS to provide alternative rates for Energy, Telecom, and/or Wireless services, ARS has broker relationships with a variety of suppliers and carriers to obtain multiple proposals. ARS is able to obtain alternative rates with just one bill copy per utility account and presents broker services through a no obligation rate comparison. If the client chooses a proposal, ARS will be compensated by the supplier as a broker. In return, the client will not pay ARS directly for any broker services. Note: the client does not have to sign an Audit Agreement to receive rate comparison proposals.

## **ARS Utility Audit Proposal Summary**

This AGREEMENT is made this day 14<sup>th</sup> of November, 2024, by and between Crescent City Harbor District, (“Client”) and Advanced Recovery Services, Inc., (“Auditor”).

### **I. Purpose and Duration of Agreement**

The purpose of this Agreement is to state the terms and conditions under which Auditor is to provide Client with consulting services designed to obtain rebates and reductions in the areas of utilities and telephone expenses (collectively, “Utilities”). The duration of this Agreement shall be for one year but will automatically renew on a month-to-month basis after such period. After the initial term, either party may terminate this agreement with a 30-day written notice, however, any fees due Auditor shall continue to be due and owing after expiration of this period, as stated below. In consideration of the mutual promises contained within this Agreement, and intending to be legally bound hereby, the parties agree to the following.

### **II. Services to be Performed**

Auditor will review the way that client purchases Utilities and incurs such expenses. Auditor will advise Client of any cost saving actions that may be implemented or any overcharges that may have been paid by Client. When an error has occurred on Client’s invoices, the Auditor will endeavor to collect on behalf of the Client the amount of such overcharge. Auditor will summarize, in writing, all available cost saving actions. The method of calculating the savings will be stated in the written summary. Client shall execute a letter of authorization to be provided to its Utility providers by Auditor (“LOA”). Client hereby authorizes Auditor to act as Client's agent in obtaining billing information from the Utilities, taxing agencies, and other sources as necessary. In acting as Client’s Agent, Client acknowledges that Auditor will use the executed LOA to create separate LOAs for each Utility, including with respect to adding account numbers. Should the implementation of any action require the Client's participation, and that action is delayed for any reason, Auditor will receive compensation based on actual savings whenever that action is implemented.

### **III. Auditor Compensation**

Client agrees to compensate Auditor as follows:

- A. Auditor will receive a forty percent (40%) share of all the rebates/refunds received as a result of Auditor's efforts.
- B. Auditor will receive a percentage share of all the savings which are created by Auditor’s efforts based on the following schedule: 40% of the first 24 months of actual savings, payable monthly.

- C. Each billing month, Auditor will obtain billing invoices via the vendor Internet portal to calculate the savings amounts. In the event Auditor cannot access the Client's invoice via the vendor, the Client shall email, mail or fax copies of its utility bills that pertain to Auditor actions implemented within 10 days of the receipt of the bill. Auditor will calculate what the costs would have been without Auditor's efforts and compare them to the actual costs. The difference is defined as the savings for that month. A statement will be presented for verification to Client and payable upon receipt.
- D. Client agrees that its utility and telephone services are currently not under cost reduction evaluation by Client or any third party. Client also agrees that all savings identified by Auditor and implemented by Client will be eligible for full payment as defined in Section hereof. Any item that is to be excluded from Auditor's efforts will be identified by Client as an attachment to this Agreement prior to the start of the audit. If an item is not excluded in writing prior to the audit and savings are obtained by Client on that item, full compensation will be due Auditor as stated within the terms of this Agreement.

IV. Miscellaneous

Nothing in the Agreement shall be deemed to limit the right of Client to change its business operations in such a manner as it shall, in its sole discretion, deem appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of operations. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Modification of this Agreement shall be in writing and signed by both parties hereto. Each party agrees to indemnify, defend and hold harmless the other party and its officers, employees, representatives, agents and affiliates from and against all losses, damages, judgments, penalties, fines, costs and/or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any breach of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. Any action or proceeding by either party to enforce this Agreement shall be brought in the state or federal courts located in Pennsylvania. In the event Client fails to make full payment on any monthly statement presented by Auditor in accordance with Section III hereof within 120 days of receipt of such statement, Auditor may declare the entire amount of the estimated savings for the initial 24 month period pursuant to Section III(A) and (B) immediately due and payable, and Client hereby agrees to pay the same to Auditor immediately.

Client:

Crescent City Harbor District

By: \_\_\_\_\_

Print Name: Mike Rademaker

Title: CEO/Harbormaster

Date: \_\_\_\_\_

Auditor:

Advanced Recovery Services, Inc.

By: *Patrick J. Dooley*

Print Name: Patrick J. Dooley, CMA, MBA

Title: President

Date: 11/14/24



#### **4. Old Business**

- b. Discuss Revised Finance and Administration Policies and Procedures.**

***Public Comment?***



## **4. Old Business**

- c. Review and Approve Revised Bylaws.**

***Public Comment?***



# **BYLAWS**

## **OF THE**

# **CRESCENT CITY HARBOR DISTRICT**

[Amended June 20, 2023]

### **ARTICLE I – THE DISTRICT**

**Section 1.1: Name of District.** The name of the District is the "Crescent City Harbor District" its successors and assigns and is referred to as "the District."

**Section 1.2: Seal of District.** The Seal of the District shall be in the form of two concentric circles with the words "CRESCENT CITY HARBOR DISTRICT" in the form as affixed on the last page of these Bylaws.

**Section 1.3: District Office.** The Office, the official mailing address, and the meeting place of the District Board of Harbor Commissioners is located at 101 Citizens Dock Road, Crescent City, CA 95531, until otherwise provided by Resolution or amendment to these Bylaws.

**Section 1.4: Board.** "The Board" means the Board of Harbor Commissioners, its successors and assigns.

### **ARTICLE II – OFFICERS**

**Section 2.1: Officers.** The elected officers of the District are the President and the Secretary, who will be elected from the members of the Board. The District must also appoint a Chief Executive Officer/Harbormaster ("CEO/Harbormaster"), who may not be a member of the Board. The Board may appoint other officers from time to time to serve at the pleasure of the Board and who will not be members of the Board.

**Section 2.2: President.** The President has the following responsibilities:

- a. The President presides at all meetings of the Board.
- b. The President acts as the Board's primary representative to the CEO/Harbormaster.
- c. The President may decide when special meetings of the full Board need to be called to deal with issues that cannot wait until the next regular Board meeting.
- d. The President appoints members of the Board to serve on any committees of the Board, and the President also appoints members of any other committees. All



appointments by the President are subject to the consent of the person so appointed.

- e. The President may give other special assignments to Harbor Commissioners.
- f. The President will coordinate any communications with the news media on behalf of the Board.
- g. The President must also perform such other duties as assigned by the Board, these Bylaws, or as are commonly required of a presiding officer of a local government agency in California.
- h. The President oversees the Board's business and sets meeting schedules and agendas with input from other Board members and Harbor executive staff.
- i. In the absence of both the President and the Secretary, the most senior Commissioner in attendance will run any scheduled meetings.
- j. The President is authorized to sign checks and all documents as authorized by the Board.
- k. The President is elected by the Board annually and may be removed from office by the procedures outlined in Section 2.8 of these Bylaws.

**Section 2.3: Secretary.** The Secretary has the following responsibilities:

- a. The Secretary has the power to affix the District's Seal to all resolutions and ordinances adopted by the Board and to contracts and instruments authorized for execution on behalf of the District.
- b. The Secretary may, upon consultation with the CEO/Harbormaster, appoint a member of the District staff to assist in the Secretary's duties, such as preparing minutes and agenda packets.
- c. The Secretary acts as President pro-tem when the President is absent and is authorized to sign checks and attest to legal documents for the District as authorized by the Board.
- d. The Secretary is elected by the Board annually and may be removed by the procedures outlined in Section 2.8 of these Bylaws.

**Section 2.4: Board of Harbor Commissioners.** The Board has the following responsibilities:

- a. The Board is responsible for governance of the District and is obligated to be transparent to the public. [See (i.) below].
- b. The Board elects a President and Secretary annually.
- c. The Board adopts and bi-annually reviews the Budget, which will include an organizational diagram that identifies all current employment positions within the District, **salaries of all management personnel and each employee's status** as full or part time positions. Any deviation from this Budget or organizational structure must be approved by the Board.
- d. The Board hires the CEO/Harbormaster, General Counsel, Special Counsel, auditors, engineers, and other outside consultants who serve at the pleasure of the Board.
- e. **The Board shall approve prior to initiating any travel, expenses expected to exceed \$1,500. The board shall approve all harbor non-recurring expenses over \$2,000 and all recurring expenses over \$10,000. The board has determined that the specific recurring expenses are as follows:**  
**Pacific Power Electric**

City of Crescent City Water and Sewer  
Etc.

approves travel requests over \$1,500.00 and approves any other expenditures of over \$12,000.

- f. The Board approves initiation and settlement of litigation by the District.
- g. The Board approves all Harbor leases and contracts. over \$12,000.00.
- h. The Board develops specific plans to use as coordinating instruments for the Harbor's future.
- i. In compliance with applicable law, the Board develops and adopts ordinances, resolutions, bylaws, policies, and the public positions of the District.

**Section 2.5: Harbor Commissioners.** Individual Harbor Commissioners are referred to as “Commissioners” and have the following powers and duties:

- a. Commissioners have one vote each in developing policies, passing ordinances, resolutions, and motions of the Board.
- b. Commissioners are to make every effort to attend all meetings of the Board.
- c. Commissioners serve on committees and accept responsibilities as appointed by the President.
- d. Commissioners communicate with the President and the Board concerning the District’s business.
- e. Commissioners coordinate with and provide feedback to the CEO regarding staffing requirements for the District.
- f. An ad hoc committee comprised of two commissioners shall review with the CEO, the CEO’s suggestions and will jointly determine the organizational structure, new management hires as well as salary increases for all management personnel. Two Commissioners will jointly participate with the CEO on interviews and hiring recommendations for all management positions.
- g. Commissioners represent the Board when so delegated by the President or the Board.
- h. Commissioners do not direct staff.
- i. Commissioners will, prior to taking office, take the official oath administered by a person authorized by law to administer the oath.
- j. Upon election of a Commissioner, the District will file with the Del Norte County Clerk/Recorder a bond in the sum of five thousand dollars (\$5,000.00) made payable to the District and conditioned on the faithful performance of his or her duties in accordance with Harbors & Nav. Code § 6056.
- k. When the office of a Commissioner becomes vacant during his or her term, the vacancy will be filled for the unexpired portion of the term by appointment made by the majority vote of the remaining Commissioners. If the vacant Commissioner post is not filled within 30 days of the vacancy, the vacancy will be filled by appointment by the Del Norte County Board of Supervisors. (Harbors & Nav. Code § 6054.3; Gov. Code § 1778)
- l. Except where specifically authorized by Board action or for purely ceremonial purposes, individual Commissioners shall not make any statement, inference, or appearance or indicate in any way that he or she is representing the District or the Board on any action, decision, or policy direction. Individual Commissioners may

not actually or implicitly promise or infer District or Board action, or promise that District staff will perform a specific action. When otherwise signing correspondence using their title as Commissioner and presenting their individual opinion and positions, individual Commissioners shall explicitly state that they do not represent the District and must not allow or encourage any inference that they are speaking on behalf of the Board, unless specifically authorized by the rest of the Board.

m. Each newly elected commissioner shall take a course instructing them on their responsibilities and duties as well as a complete review of the bylaws, policies and procedures and Robert's Rules of Order. They shall also be informed of their right to investigate any harbor-related matters with staff being required to fully disclose all pertinent information.

**Section 2.6: CEO/Harbormaster.** The CEO/Harbormaster serves at the pleasure of the Board and has the following responsibilities:

- a. The CEO/Harbormaster (with consultation with two commissioners) is responsible for recruiting and hiring personnel in accordance with Section 2.5 (f) of these Bylaws, supervising staff performance, and the day-to-day operations of the District.
- b. The CEO/Harbormaster will act in accordance with these Bylaws as the Board's primary contact regarding recruiting and hiring personnel, staff performance, and day-to-day operations.
- c. The CEO/Harbormaster carries out the ordinances, resolutions, and policies of the Board.
- d. The CEO/Harbormaster prepares the agenda for all meetings of the Board in consultation with the President and staff.
- e. The CEO/Harbormaster is responsible for maintaining the records of the District, preparing the annual Budget, and the organizational structure of the employees for the District.
- f. The CEO/Harbormaster advises the Board, providing objective information, pros and cons of alternatives, and long-term consequences of decisions.
- g. The CEO/Harbormaster may make policy recommendations to the Board, but is bound by whatever action the Board takes.
- h. The CEO/Harbormaster initiates lease and union negotiations and brings draft agreements to the Board for approval.
- i. The CEO/Harbormaster will make a full report to the Board on any subject it requests and be transparent on all aspects of any requested report.
- j. When preparing amendments to any bylaws, contracts, leases or other documents that have been amended, the CEO/Harbormaster will designate on said document that is given to the board that any and all deletions to said documents shall be shown in red ink and additions to the text shall be shown in blue ink so that the harbor commissioners and public can ascertain what changes have been made to any bylaws, contracts, lease or other documents.
- k. The CEO/Harbormaster is responsible for insuring that the board approved policies and procedures are adhered to.

**Section 2.7: Additional Duties.** The Officers, the Board, and the Commissioners of the District must perform such other duties and functions from time to time as required by the Board, bylaws, resolutions, ordinances, or applicable law.

**Section 2.8: Election and Appointment of Officers.** The President and Secretary are elected from among the members of the Board, by a majority vote of the Board, and hold office until a successor is elected. Normally, an election is conducted at each annual meeting of the Board, providing a one-year term for each office. Any President or Secretary may continue in office by serving multiple terms consecutively. Notwithstanding any other provision herein, any President or Secretary may be removed from office by the affirmative vote of any three Harbor Commissioners.

**Section 2.9: Vacancies.** If the office of President or Secretary become vacant, the Board must elect a successor from the members of the Board at the next meeting, or as soon thereafter as possible.

**Section 2.10: Personnel.** The Board delegates the hiring of non-management personnel to the CEO/Harbor Master in accordance with these Bylaws.

**Section 2.11: Ethics Training.** All Management Personnel, Officers, and Commissioners of the District will complete at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years. (Gov. Code § 53234, *et seq.*)

### **ARTICLE III – MEETINGS**

**Section 3.1. Swearing in of New Harbor Commissioners.** Harbor Commissioners who are duly elected pursuant to the Elections Code, take office at noon on the first Friday in December following the general District election. A Commissioner duly appointed to fill a vacancy must be sworn in as soon as feasible following their appointment. Prior to taking office, each Harbor Commissioner must take the official oath.

**Section 3.1.2 Voting on Expenses over Limits Established by Section 2.4 (e). Voting on all expenses exceeding the established limits shall be by roll call, and the ayes and nays will be entered upon the minutes of such meeting.**

**Section 3.2: Annual Meeting.** The annual meeting of the Board will normally be the first regular meeting of the Board in January each calendar year, or such other date as the Board may find convenient.

**Section 3.3: Regular Meetings.** The Board will normally hold at least one regular meeting a month, at such time and place as is fixed by resolution of the Board. The meeting must be held within the District and will be open to the public. In addition to the notice required by law, the agenda for such meeting will be emailed to each member of the Board at least seventy-two (72) hours prior to the time of the meeting.

**Section 3.4: Special Meeting.** The President, or a majority of the members of the Board, may call a special meeting of the Board for the purpose of transacting any business designated in the special meeting agenda. In addition to the notice required by law, the agenda for a special meeting will be emailed to each member of the Board at least twenty-four (24) hours prior to the time of the special meeting.

**Section 3.5: Open Meetings.** All of the meetings of the Board will be open to the public except as otherwise authorized by law. All meetings will be conducted pursuant to applicable law.

**Section 3.6: Quorum.** The powers of governing the District are vested in the currently sitting Board. Three members of the Board constitute a quorum for the purpose of conducting meetings of the Board. When a quorum of the Board is present, action in the form of resolution or motion may be taken by a majority of those present unless otherwise required by law.

**Section 3.7: Agenda.** An agenda for meetings of the Board will be prepared and distributed as required by law. The CEO/Harbormaster is responsible for preparing and distributing the agenda in consultation with the President. Items may be placed on the agenda at the request of any Harbor Commissioner. *If the requested item is not placed on the agenda and the commissioner requesting the addition to the agenda is denied, that commissioner has the right to have the item brought to the full board to be voted upon as to whether it should or should not be placed on a future agenda.* In order to facilitate preparation and distribution of the agenda, Harbor Commissioners must submit the request and any supporting material to be included in the agenda packet to the CEO/Harbormaster at least six (6) calendar days prior to the next Board meeting. In order for an item to return on the agenda after action has been taken, only a Harbor Commissioner who voted on the prevailing side may request that it be placed on the agenda a second time.

**Section 3.8: Order of Business.** At each regular Board meeting, the following will be the order of business:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment
4. Consent Calendar.
5. Items of Business.
  - a. Old Business
  - b. New Business
6. Reports.
7. Board Comments.

For the convenience of the Board or others, the President may modify the order of business for any regular or special meeting. For the convenience of the public, closed sessions for personnel or litigation matters generally will be held at the beginning or end of the meeting as determined by the Board.

**Section 3.9: Rules of Procedure.**

- a. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary and convenient. When necessary, the President may refer to Rosenberg's Rules of Order to supplement the procedural rules established by law, contained in these Bylaws, or otherwise adopted by the Board.
- b. The President will call the meeting to order at the appointed time, announce the business before the Board in proper order, state and put all questions properly brought before the Board, preserve order and decorum, and decide all questions of order subject to an appeal to the entire Board.
- c. The President may participate in debate and vote on all issues before the Board.
- d. The President should not interrupt a speaker so long as the speaker is in order.
- e. The President will enforce the Board's rules for public participation.

- f. The President will rule any speaker out of order who is not in compliance with any rule or procedure, who is speaking too long, or who is being unduly repetitious, or who is extensively discussing irrelevancies.
- g. While on all questions of order and interpretation of the rules and priority of business it is the duty of the President to first decide the question, it is the privilege of any member of the Board to appeal the decision; and if the appeal is seconded, the Board will vote on whether the decision of the President stands.
- h. The Board may act by ordinance, resolution, or minute order (motion on the record.)
- i. Subject to appeal to the entire Board, the President may set the reasonable time for debate of a particular issue and may allot a reasonable time to each speaker, including members of the Board.
- j. The proper order for all actions is, after public comment is heard, for the members of the Board to ask clarifying questions, then for any member of the Board to make a motion (such as a motion to enact an ordinance), which if seconded, is subject for discussion prior to the vote. A motion for reconsideration may be made or placed on the agenda only by a member who voted with the prevailing side, although such a motion may be seconded by anyone.
- k. Each member of the Board attending a meeting will be allowed to speak, at least one time, prior to each vote on an issue. Speakers will obtain the floor from the President prior to speaking. The President may recognize himself or herself. The President will determine the order in which members of the Board speak.
- l. During discussion of a matter, members of the Board will confine themselves to the question before the Board. Members should refrain from attacking the motives of other members, but the nature and consequences of a measure may be condemned in strong terms. It is not the person, but the measure, that is subject to debate.

**Section 3.10: Public Participation.** The rules of public participation for Board meetings are set forth in the Brown Act and subject to the attached Appendix A.

**Section 3.11: Roll Call Vote on Resolutions, Ordinances, and Minute Orders.** Voting on all resolutions, ordinances, and minute orders coming before the Board of the District will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

**Section 3.12: Expenses over \$12,000.00.** Voting on all expenses over \$12,000.00 coming before the Board will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

## **ARTICLE IV- COMMITTEES**

**Section 4.1: Establishment.** The Board, by motion or resolution, may establish and dissolve committees from time to time. All committees will have such powers and authority as granted by the Board and may be modified from time to time.

**Section 4.2: Ad Hoc Committees.** Ad hoc committees are committees made up solely of two members of the Board for purposes of making investigations, gathering information, meeting with third parties or other agencies, and giving recommendations and advice to the Board. Ad hoc committees are generally expected to complete their business and make their

recommendations to the Board within six months of their formation; although, the term may be extended if it turns out that it is impractical to complete the business or form the committee recommendations within that time.

**Section 4.3: President to Appoint.** The President will appoint members of all committees with agreement from the appointed members. The President may also appoint a new member to serve where a committee member is unable to attend or perform the functions of that committee member.

**Section 4.4: Standing Committees.** The Board may establish standing committees to be given such duties as the Board directs. Standing committees have continuing subject matter jurisdiction. Standing committees may be assigned or delegated such powers and decision-making responsibilities as deemed appropriate by the Board.

**Section 4.5: Other Committees.** The Board may establish other committees made up of any combination of representatives or users from the District, members of the public, or representatives of other agencies, as it deems appropriate.

**Section 4.6: Minutes and Formalities.** Unless required by law or Board action, ad hoc committees need not hold public meetings nor give advance notice of their meetings. Standing committees will prepare minutes of their meetings. Ad hoc committees will make regular written reports to the Board [or shall report orally during a regular board meeting](#) on any developments within the scope of the committee.

**Section 4.7: Application of the Brown Act.** Nothing in these Bylaws may be interpreted to allow any violation of the California Brown Act.

## **ARTICLE V - PASSAGE OF ORDINANCES**

**Section 5.1: Ordinances.** Ordinances will be enacted pursuant to the California Harbors & Navigation Code and any and all other applicable California laws. Before any ordinance may be adopted, the violation of which is a misdemeanor, a notice will be published in a newspaper of general circulation published in Del Norte County, stating generally the nature of the ordinance proposed, stating where and when a copy thereof may be inspected, and specifying the date, not less than twenty (20) days from the date of publication of such notice, on which the Board will meet for the purpose of adopting the ordinance. Ordinances will become effective immediately upon adoption by the Board unless another effective date is stated in the ordinances. All ordinances will be adopted and published as required by law.

**Section 5.2: Majority.** Passage of an ordinance requires the affirmative vote of three Harbor Commissioners.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

**Section 6.1: Checks.** All checks of the District must be signed by at least two Commissioners. Any and all members of the Board are authorized to sign checks.

**Section 6.2: Access to Records.** The purpose of this section is to maximize access to the District's records for Harbor Commissioners, who must ultimately decide matters concerning the District, while keeping in mind the privacy concerns of personnel, the needs of litigation, and other legitimate concerns. Each member of the Board has access to read and review all records of

the District, unless restricted by law. Private personnel records are not available to Harbor Commissioners, except as deemed necessary for the conduct of their business. Harbor Commissions generally should view personnel records in a closed session of the Personnel Committee or Board. The CEO/Harbormaster is responsible for maintaining the District's records. A Harbor Commissioner's request for access to nonpublic documents will be made through the CEO/Harbormaster. In the event of a dispute regarding access to the District's records, the CEO, the President, or a member of the Board may bring the matter before the entire Board, which will have ultimate responsibility for deciding such matters.

**Section 6.3: Attorney.**

a. The CEO/Harbormaster will be the Board's primary contact with any attorney representing the District. The President may also consult with any attorney representing the District with full Board approval.

b. The General Counsel will be the primary attorney representing the District. The General Counsel represents the District, not individual Commissioners. Nonetheless, the Board recognizes and affirms the right of individual Commissioners to consult directly and confidentially with the General Counsel on District related matters as they deem appropriate. Prudence should be used when exercising this privilege, and the subject matter of all consultations must be limited to official District business.

c. The President, the CEO/Harbormaster, or the Board may request that the General Counsel prepare a written opinion or attend a Board meeting to discuss legal issues.

d. The General Counsel will prepare or review leases, contracts, deeds and similar documents at the direction of the CEO/Harbormaster or the Board. Contracts, deeds, leases, and similar documents must include the General Counsel's signature approving the document as to form.

**Section 6.4: Financial documents to be reported to the board and public:**

At the 2<sup>nd</sup> meeting of each month the financial director shall prepare and issue reports of the following documents:

1. A standard profit and loss statement showing the actual results of the previous month, the budgeted results for that month as well as the total dollar variance for that month for each line item.
2. A standard profit and loss statement showing the actual results YTD through the prior month, the budgeted results YTD through the prior month as well as the total dollar variance YTD for each line item.
3. A standard cash flow statement as of the prior month end
4. A standard balance sheet statement as of the prior month end
5. A projected month end cash balance statement for the next 12 months showing how the P&L affects the cash balance, as well as any items affecting the cash flow not reported in the P&L statement. This projected month end cash balance sheet's line items shall be reviewed and updated monthly.

**Section 6.4** **Section 6.5** **Compliance with Law.** These Bylaws must be interpreted as consistent with any and all applicable law.

**ARTICLE VII – AMENDMENTS**



**Section 7.1: Amendments to Bylaws.** The Bylaws of the District may be amended by Resolution only with the approval of at least three members of the Board at a regular or special meeting.

The above Bylaws have been adopted by Resolution Number 2023-10 on June 20, 2023.

Dated: \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Harbor Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board of Harbor Commissioners

## **APPENDIX A**

### **RULES RELATED TO PUBLIC PARTICIPATION** **AT MEETINGS OF THE CRESCENT CITY HARBOR DISTRICT** **BOARD OF HARBOR COMMISSIONERS**

- 1.) Every agenda for regular meetings of the Board will provide for an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, so long as the item is within the subject matter jurisdiction of the District and providing that no action will be taken on any item not appearing on the agenda unless authorized by statute.
- 2.) Only members of the audience recognized by the President will have the floor. Any member of the public wishing to address the Board must seek recognition from the President by the raising of his or her hand during the discussion of the item or by submitting a written request for recognition to the Secretary prior to the meeting. Upon being recognized by the President, the person will state his or her name and identify any group or organization that he or she is representing. In the President's discretion, the period for public participation may be before or after any staff report on a particular item.
- 3.) Except for public hearings, each speaker will be limited to a maximum of three (3) minutes, and total public participation on any item will be limited to fifteen (15) minutes. The Board may extend the time limit for individual speakers or total audience participation, if in their discretion additional time is warranted. It is the responsibility of the President, or the President's designee, to keep track of time.
- 4.) Unless the Board determines that more time is warranted due to the complexity of, or public interest in, an item, each public hearing will be limited to thirty minutes, and individual speakers will be limited to five (5) minutes each. The Board may increase the time limits before or during a hearing if it determines such an increase is warranted.
- 5.) Irrespective of any time limits, the President will regulate a speaker who is speaking too long, being unduly repetitious, or extensively discussing irrelevancies.
- 6.) The President will rule a speaker out of order for cause. A speaker may not be ruled out of order due to substance of the comments unless comments are irrelevant to the subject at hand.
- 7.) After hearing from the public on an item, the President may close further audience participation to allow members of the Board to discuss the item among themselves and with

staff. Harbor Commissioners may also ask for further comment or clarification from members of the audience after the public participation portion has otherwise been closed.

8.) Notwithstanding any other provision herein, the agenda and the Board need not provide an opportunity for members of the public to address the Board on any item that has already been considered by a committee composed exclusively of members of the Board at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item before or during the committee's consideration of the item. The Board will afford the public opportunity to speak on such an item if the Board determines that the item has been substantially changed since the committee heard the item.

9.) In the case of special meetings, the Board will limit public participation and discussion to only those items that were described in the notice of the meeting.

10.) The Board may exclude or expel any person who refuses to abide by the reasonable rules for public participation or who causes a disturbance. In addition, the Board may exclude or expel all persons from any meeting where a disturbance has been created that will not allow the meeting to continue unimpeded. In a case where persons have been expelled due to such a disturbance, the Board must readmit any journalists who were not involved in the disturbance and may establish a procedure for readmitting any individuals not responsible for willfully disturbing the orderly conduct of the meeting.

### **SEAL OF THE CRESCENT CITY HARBOR DISTRICT**





## **5. Communications and Reports**

### **a. Update on South Beach Restroom Project**

***Public Comment?***

## PROJECT DESCRIPTION

Produced for Crescent City

October 18, 2024

# CRESCENT CITY

## South Beach Restroom

**Produced by:**

Moffatt & Nichol  
600 University Street, Suite 610  
Seattle,  
(206)622-0222  
[www.moffattnichol.com](http://www.moffattnichol.com)

WA,98101



# 1. Project Description

## 1.1. Proposed Project Action

The Crescent City Harbor District (CCHD) proposes to install a public restroom facility which includes three private all-gender restroom stalls, two outdoor showers, and two water fountains/fill stations. The restroom facility is ADA compliant and will be easily accessible to people utilizing the CCHD docks and visiting the adjacent, scenic South Beach.

## 1.2. Project Location

The restroom facility is proposed to be located in the eastern corner of the old Redwood RV Resort lot which is no longer in use and managed by the CCHD. Next to the proposed location is Anchor Way. This location is next to Anchor Beach Inn Crescent City and is accessible via Anchor Way and Starfish Way public roads. Visitors to South Beach can easily access the restroom facility by utilizing these roads. There is potential for the remainder of the Redwood RV Resort lot to turn into a parking lot for visitors of Crescent City Harbor (Harbor) and South Beach to use. Refer to Figure 1.

## 1.3. Project Need

The Harbor is an industrial area with commercial fishing operations. Although the Harbor is open to the public, it lacks amenities that draw in boat tenants and visitors. Currently, there are no permanent public restroom facilities on site, only Porta-Pottys. The CCHD is in the process of planning and designing numerous public improvements to the Harbor.

## 1.4. Project Purpose

The CCHD is working on improvements to revitalize its land jurisdictional areas and make the Harbor more open to the public which will boost public use, as well as the local economy. These improvements to the Harbor are anticipated to yield more commercial fishing business and visitors annually. The public restroom facility will be located on the east side of the Harbor and connect to a portion of the California Coastal Trail and beach route. Building this facility will enhance the area for fisherman and visitors alike.

## 1.5. Design

The proposed restroom facility would be pre-manufactured. The facility would be ADA compliant and house three all-gender private restrooms (stalls), two outdoor showers, and two water fountains/fill stations. Connections to water, sewer, and electrical conduit lines are needed following placement of the restroom facility. These utility lines are connected to the restroom facility's internal electrical panel. The proposed location for the restroom facility will require new connections to the electric, water, and sewer utility lines due to the proposed restroom facility being further than 6 feet of the connection points. Refer to Figure 2, Figure 3, and Figure 4.

## 1.6. Construction

A building pad (i.e., an area of flat compacted soil) needs to be prepared prior to the installation of the restroom facility. The size of the building pad will be created to have a 10 foot offset from the front corners of the restroom facility. Since the intended location of placement is currently paved, excavation of the asphalt is needed. The ground can then be prepared/compacted to be stable enough to uphold the weight of the restroom facility and stay compacted after installation.

Excavation is also needed for utility trenches which are used to house underground piping for the restroom facility's plumbing and electrical needs. Coarse concrete sand is used to fill the trench. After the restroom facility is placed adjacent to the utility trench, connections to the utility lines can be made.



The proposed restroom would be pre-manufactured offsite atop an 8 inches thick subgrade concrete slab, trucked to the site, and placed on the prepared building pad using a crane. The proposed building structure is approximately 12 feet tall and 11 feet wide. After the building structure is placed, internal building plumbing connections and connections from the electrical panel to the building's fixtures would be completed. Refer to Figure 5, Figure 6, and Figure 7.





Figure 1. Vicinity map of South Beach restroom facility.







Figure 2. Front and left side of restroom facility.



Figure 3. Front and right side of restroom facility.



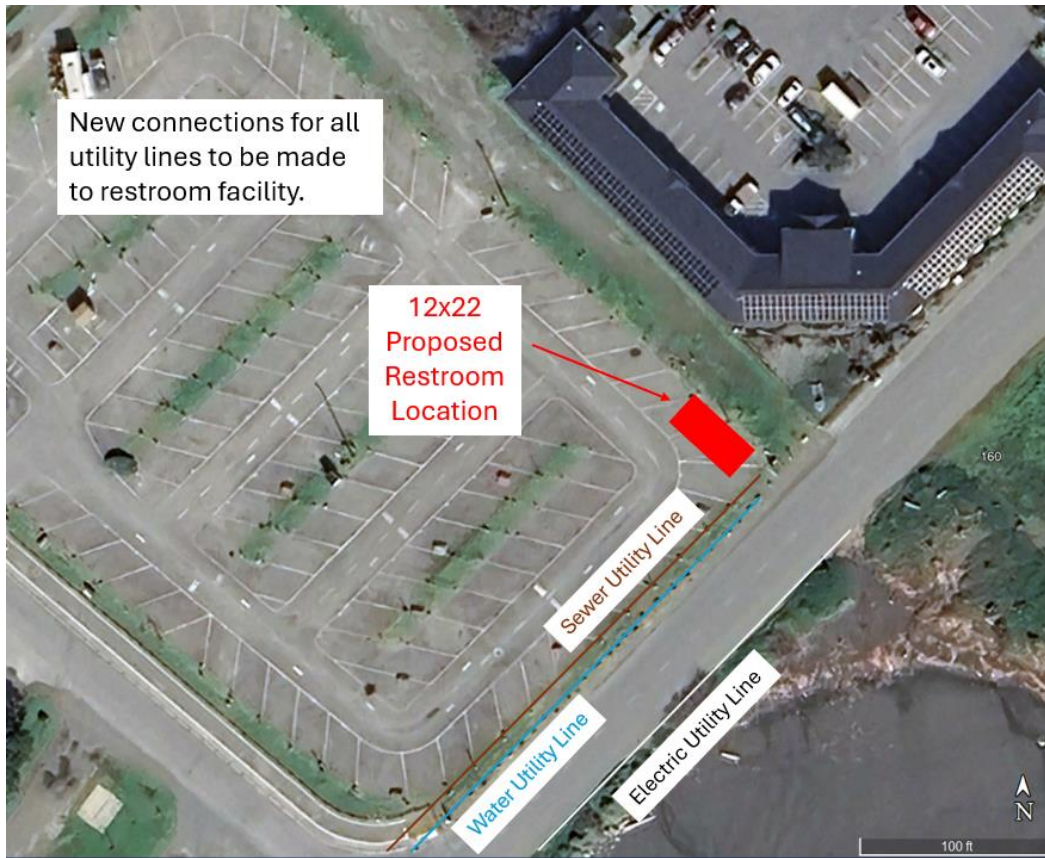


Figure 4. Location Map of Utility Lines.



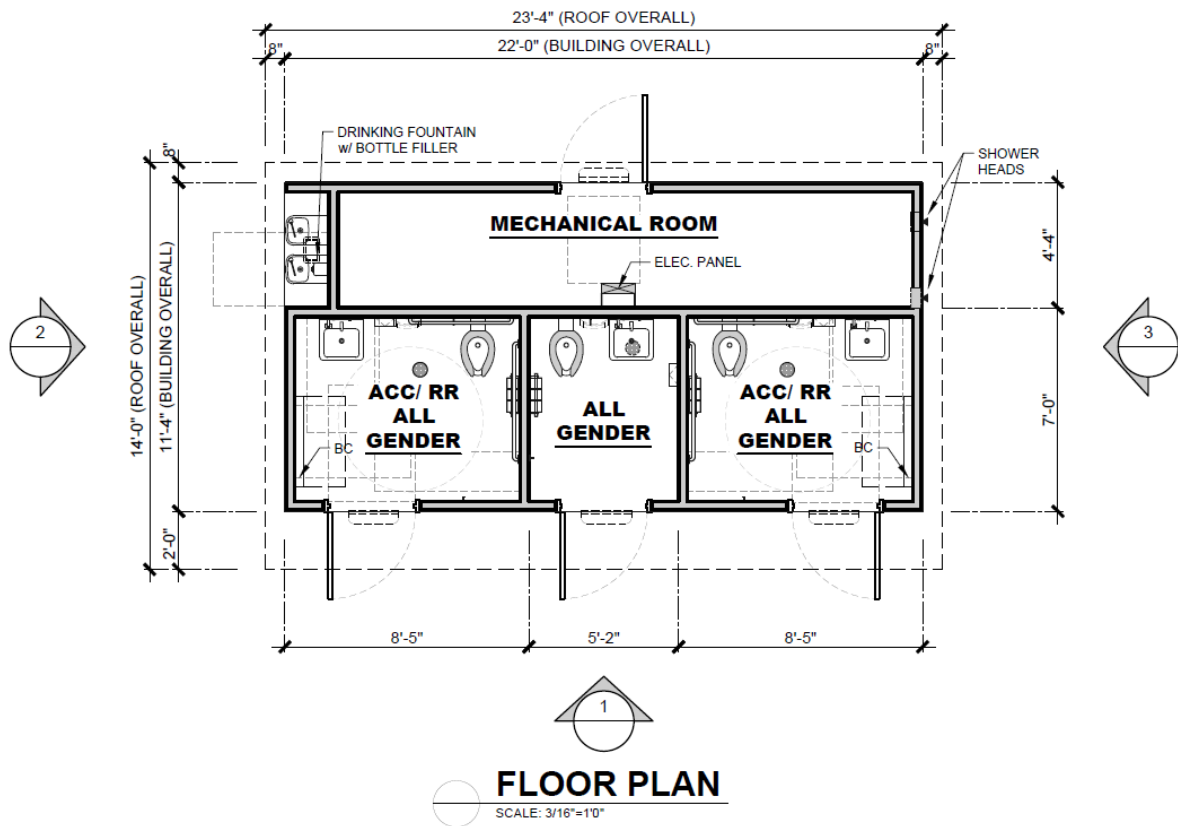


Figure 5. Floor plan of restroom facility.

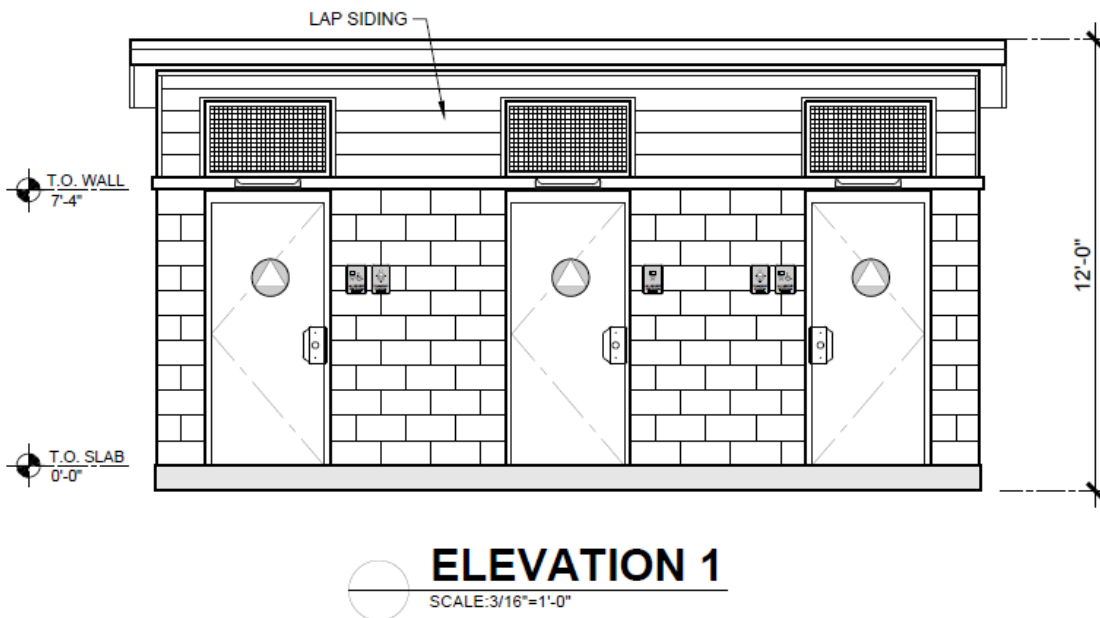
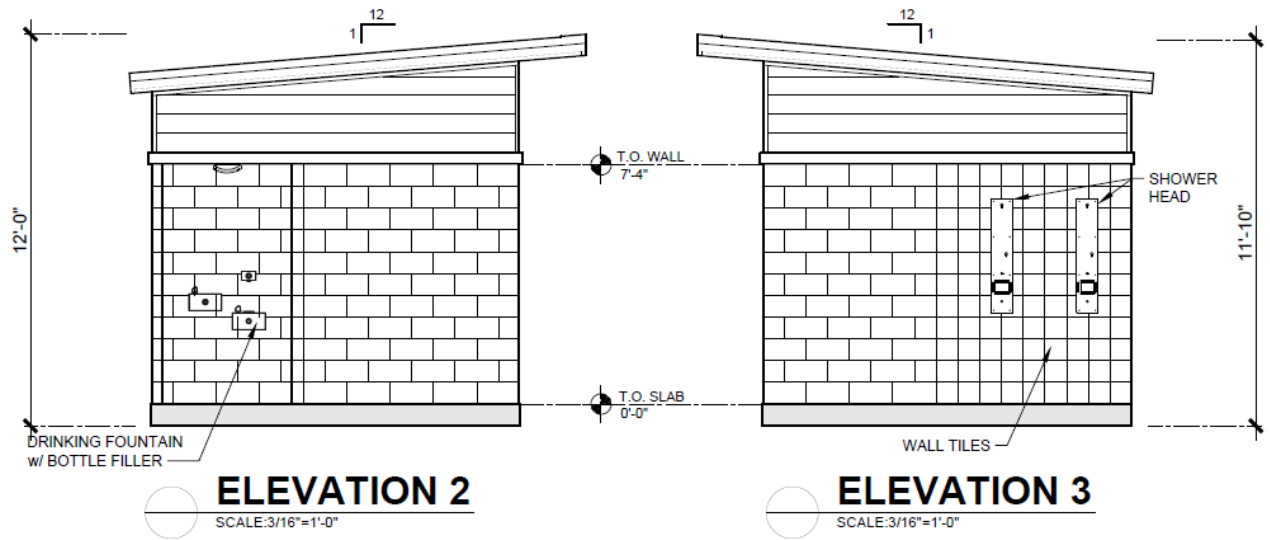


Figure 6. First schematic elevation drawing.





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

Figure 7. Second and third schematic elevation drawing.



## 2. References

Crescent City Harbor District. (2024). Retrieved from <https://www.ccharbor.com/>

Public Restroom Company Proposal. (2024, March 8). *Public Restroom Company. Building Better Places to Go.*  
Retrieved from <https://publicrestroomcompany.com/>



**CALIFORNIA COASTAL COMMISSION**

NORTH COAST DISTRICT OFFICE  
1385 8TH STREET, SUITE 130  
ARCATA, CALIFORNIA 95521-5967  
PHONE: (707) 826-8950  
WWW.COASTAL.CA.GOV



October 31, 2024

## Coastal Development Permit De Minimis Waiver Coastal Act Section 30624.7

Based on the project plans and information provided in your permit application for the development described below, the Executive Director of the Coastal Commission hereby waives the requirement for a Coastal Development Permit pursuant to Section 13238.1, Title 14, California Code of Regulations. If at a later date this information is found to be incorrect or the plans revised, this decision will become invalid, and any development occurring must cease until a coastal development permit is obtained or any discrepancy is resolved in writing.

**Subject:** Coastal Development Permit (CDP) Waiver No. 1-24-0857-W

**Applicant:** Crescent City Harbor District

**Location:** Crescent City Harbor (located on Anchor Way in the northeastern corner of former Redwood RV Resort), Crescent City (Del Norte County)  
(APN(s): 117-180-021)

### Proposed Development

Install an approximately 264-square-foot, 12-foot-tall, prefabricated restroom building with three (3) stalls, two (2) outdoor showers, and two (2) water filling stations on a concrete slab. Development also includes removing existing porta potties and extending utilities from nearby existing lines.

### Executive Director's Waiver Determination

Pursuant to Public Resources Code Section 30624.7 and Title 14, Section 13238 of the California Code of Regulations, and based on project plans and information submitted by the Applicant regarding the proposed development, the Executive Director of the California Coastal Commission hereby waives the requirement for a CDP for the following reasons:

The proposed restroom amenities would enhance public access for people using the harbor and visiting nearby South Beach. There are currently no permanent public restrooms serving South Beach or the harbor.

The Harbor District will protect the biological productivity and quality of nearby coastal waters during construction and staging by using appropriate best management practices including containing concrete washout in sealed bins, and filtering and treating washout before transferring to a municipal wastewater treatment plant. The building will

## Coastal Development Permit De Minimis Waiver 1-24-0857-W

be constructed offsite, then trucked to the site and placed via crane. Excavation to remove existing asphalt and compaction of soil will occur to prepare the building site. A trencher will be used to extend utilities approximately 30-50 feet to existing utility lines. The trenches will be backfilled with coarse concrete sand. Concrete washout will occur within the construction area away from drainage areas and permeable surfaces.

There are no Environmentally Sensitive Habitat Areas (ESHAs) within the footprint of the project. Construction of the building pad and utility extensions will not increase the risk of coastal hazards such as coastal erosion or tsunamis. Project activities will not interfere with the public's ability to access the sea.

Therefore, the proposed development will not result in any significant adverse impacts to sensitive habitat, visual resources, or public access. The proposed development is consistent with all applicable Chapter Three policies of the Coastal Act.

### Coastal Commission Review Procedure

This waiver is not valid until the waiver has been reported to the Coastal Commission and the site of the proposed development has been appropriately noticed, pursuant to sec. 13054(b) of the California Code of Regulations. The Notice of Pending Permit shall remain posted at the site until the waiver has been validated and no less than seven days prior to the Commission hearing. **This waiver is proposed to be reported to the Commission on Thursday, November 14, 2024.** If four or more Commissioners object to this waiver at that time, then the application shall be processed as a regular CDP application.

**PLEASE NOTE THAT THIS WILL BE A HYBRID MEETING, WITH BOTH VIRTUAL AND IN PERSON PARTICIPATION ALLOWED.** Please see the Coastal Commission's Hybrid Hearing Procedures posted on the Coastal Commission's webpage at [www.coastal.ca.gov/mtgcurr.html](http://www.coastal.ca.gov/mtgcurr.html) for details on the procedures of this hearing. If you would like to receive a paper copy of the Coastal Commission's Hybrid Hearing Procedures, please email [ExecutiveStaff@coastal.ca.gov](mailto:ExecutiveStaff@coastal.ca.gov) or call 415-904-5202.

The in-person hearing will be held at **Hyatt Regency San Francisco, 5 Embarcadero Center, San Francisco CA 94111**. The Commission still strongly encourages continued participation virtually through video and teleconferencing to reduce our carbon footprint. **To view the live stream of the hearing, please visit <https://cal-span.org/>**

**If you have any questions about the proposal or wish to register an objection, please contact Rebecca Jacobson in the North Coast District office at [Rebecca.Jacobson@coastal.ca.gov](mailto:Rebecca.Jacobson@coastal.ca.gov).**

**Coastal Development Permit De Minimis Waiver**  
1-24-0857-W

Sincerely,

Kate Huckelbridge, PhD  
Executive Director

By:

A handwritten signature in black ink that reads "Rebecca Jacobson". The signature is written in a cursive, flowing style.

Rebecca Jacobson  
Coastal Program Analyst

cc: Kim Garvey, Moffatt & Nichol, Agent





## **5. Communications and Reports**

### **b. Grants Update**

***Public Comment?***



## **5. Communications and Reports**

### **c. Financial Report**

***Public Comment?***



## **5. Communications and Reports**

### **d. CEO/Harbormaster Report**

***Public Comment?***



## **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. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, December 3, 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.*

