

Board of Harbor Commissioners

Crescent City Harbor District

January 14, 2026

Regular Harbor Commission Meeting



Regular Meeting

Board of Harbor Commissioners of the Crescent City Harbor District

Chair Rick Shepherd, Vice Chair John Evans
Commissioner Gerhard Weber, Commissioner Dan Schmidt, Commissioner Annie Nehmer

AGENDA

Date: Wednesday, January 14, 2025

Time: Closed Session: 1:00 p.m.
Open Session: 2:00 p.m.
Public Hearing: 3:00 p.m.

Place: 101 Citizens Dock, Crescent City, CA, and via Zoom Webinar,

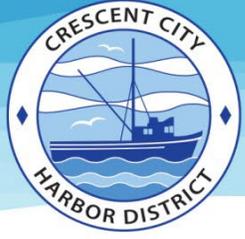
VIRTUAL MEETING OPTIONS

TO WATCH (via online)

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

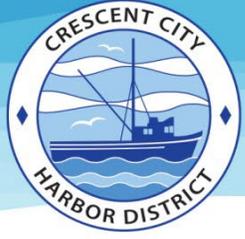
TO LISTEN (via telephone)

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



1. Preliminary Items

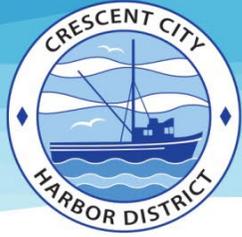
- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**



1. Preliminary Items

d. General Public Comments

The general comment period is provided for subjects not included on the agenda but within the subject matter jurisdiction of the District. Each person is limited to a maximum of 3 minutes of speaking time. To maintain meeting decorum, Board members and staff should refrain from responding to statements or questions during this time, but may be available to follow-up with members of the public after the meeting.



2. Adjourn to closed session:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

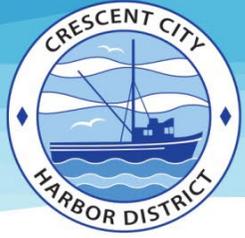
Government Code section 54956.8; Property Address: 750 US Highway 101, Crescent City Harbor, CA 95531

District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Sandy Moreno (Financial Consultant); Negotiating parties: Daniel Dahan, Sean E. McGraw, and Scott Lawhon; Under negotiation: Price and payment terms

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8; Property Address: 159 Starfish Way, Crescent City, CA 95531

District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Sandy Moreno (Financial Consultant); Negotiating parties: Daniel Dahan, Sean E. McGraw, and Scott Lawhon; Under negotiation: Price and payment terms



2. (continued)

c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8; Property Address: Undeveloped land, along Starfish Way, between the intersections with Citizens Dock Rd and Anchor Way, in Crescent City, CA, which is a portion of Assessor Parcel No. 117-020-016, consisting of approximately 95,000 square feet; District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Sandy Moreno (Financial Consultant); Negotiating parties: Sean E. McGraw, Scott Lawhon, and Daniel Dahan; Under negotiation: Price and payment terms

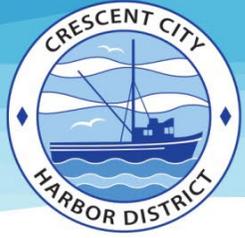
d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8; Property Address: CCHD Maintenance Facility (191 Raker Way, adjacent to 121 Starfish Way), Crescent City, CA; District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Sandy Moreno (Financial Consultant); Negotiating parties: Sean E. McGraw, Scott Lawhon, and Daniel Dahan; Under negotiation: Price and payment terms



3. Reconvene in open session and disclose any reportable action taken during closed session.

Public Comment?



- 4. Consider and approve a consulting contract with GHD Inc. to perform engineering condition assessments of buildings owned by the Crescent City Harbor District, for an amount not to exceed \$66,333, to be paid for with Hazard Mitigation Grant Program funds.**

Supporting document:

<https://www.ccharbor.com/files/90482d86c/Structural+Engineering+Proposal+and+Board+Report+2026.01.14.pdf>

Public Comment?



January 14, 2025

**To: Mike Rademaker, Crescent City Harbor District CEO and
the Crescent City Harbor District Board of Commissioners**

From: Mike Bahr, CEO, Community System Solutions

Board Agenda Item: Consider and approve a consulting contract with GHD Inc. to perform structural engineering inspections and condition assessments of buildings owned by the Crescent City Harbor District, for an amount not to exceed \$66,333, to be paid for with Hazard Mitigation Grant Program funds.

Hello Commissioners,

This item is the follow-up to the release of a Request for Consultant to Perform Structural Engineering Inspection of Buildings Owned by the Crescent City Harbor District.

The RFP was released in October, with responses due by November 14, 2025.

The Harbor District received two responses to the RFP. Harbormaster Mike Rademaker and I reviewed both proposals.

Before you today is our recommendation to consider and approve a consulting contract with GHD Inc. to perform structural engineering inspections and condition assessments of buildings owned by the Crescent City Harbor District,

GHD Inc. submitted a complete proposal demonstrating relevant experience with coastal and port facilities, existing building condition assessments, and seismic evaluations for public agencies. Their proposed team is led by licensed structural engineers based in their Eureka office, which will provide the District local expertise and responsiveness. GHD's proposal cost was also the lowest.

The buildings that will be assessed are the following:

- Boat Yard Building – 121 Starfish Way
- Fish Processing Facilities – 161 Starfish Way (two buildings)
- Harbor District Office – 101 Citizens' Dock Road

The scope of work they will perform includes:

- Project management, coordination, and kickoff meeting with District staff
- Review of available record drawings and prior studies provided by the District
- Non-invasive, visual on-site structural investigations of accessible interior and exterior areas
- Evaluation of gravity and lateral force-resisting systems, slabs, and connections for signs of deterioration, distress, water intrusion, or other deficiencies
- Preparation of a Preliminary Structural Condition Assessment Memorandum summarizing findings, categorizing the severity of observed conditions, identifying lifecycle risks, and providing conceptual repair and retrofit recommendations
- Development of rough order-of-magnitude (Class V) cost estimates for recommended repairs
- Preparation of a Final Structural Condition Assessment Memorandum addressing District comments
- Meetings with District staff to review findings and recommendations

GHD's proposal also includes an optional task for hazardous materials (hazmat) sampling and reporting related to lead and asbestos. This optional scope is not included in the recommended contract award at this time. If potential hazardous materials concerns are identified during the structural inspections, staff will return to the Harbor Board at a future meeting to discuss whether to add this optional scope to the contract.

We believe GHD's proposal and proposed scope of work and deliverables will meet the Harbor District's needs by providing clear, actionable information to support future maintenance, and grant applications. The proposed fee is reasonable and consistent with the level of effort required for this work.

The proposed contract is structured as a time-and-materials agreement with a not-to-exceed amount of \$66,333 for structural engineering services only. No work will be performed beyond this amount without prior Board approval.

Funding for this contract will come from the same Hazard Mitigation Grant Program funding previously discussed in the Survey Consulting Contract award. Following prior commitments, approximately \$650,000 remains available in the grant. If the Board approves this contract, the remaining unallocated balance would be approximately \$580,000.

An additional item of note. As you may recall, this RFP started as just structural review for the Boatyard building. Based on the comments from the Board when the board reviewed the RFP, we added all of the Harbor District owned or soon to be owned buildings.

When the RFP responses were received, the structural engineering costs of the buildings averaged \$15,000 each. CEO Mike Rademaker suggested removing the former sheriff's boat building, the former abalone building and the coast guard station at this time to save grant funds and no interest has been shown to lease them. GHD then adjusted the costs of their initial proposal downward to the amount before you today.

I will attend the Board meeting via Zoom to answer any questions you may have on the RFP process.

Representatives from GHD Inc. will attend the Board meeting via Zoom to answer any questions the Commissioners may have regarding their proposal, scope, or approach.

The GHD proposal, including scope of work and fee summary, is attached for your review.

Thank you,

Mike

Attachments:

GHD response to CCHD Structural Engineering RFP-Final-REV

CCHD RFP Structural Engineering Building Inspection



5. **Consider staff report and provide direction on potential license-free public fishing designation at Anchor Way.**

Public Comment?



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

From: Mike Rademaker, CEO/Harbormaster

Date: January 14, 2026

Subject: **Anchor Way Free Fishing Area**

The District has been in discussions with the California Department of Fish and Wildlife (CDFW) regarding the potential designation of a free public fishing area along Anchor Way. If designated, members of the public could fish from that area without a fishing license. CDFW is considering this designation to help offset the loss of free public fishing access along the lighthouse jetty (City jurisdiction), which was recently reclassified due to repeated injuries and fatalities associated with sneaker waves, storm surge, and related hazards. While no shoreline fishing area is without risk, the Anchor Way location is generally considered a safer alternative.

Because this would directly affect activity patterns along Anchor Way, CCHD staff contacted harbor tenants most likely to be impacted, particularly the House of Jambalaya Restaurant and the Chart Room Restaurant, to obtain their perspective on potential effects. Both tenants responded favorably to the idea, noting that increased visitation could be beneficial, provided that parking, circulation, and general public use are managed effectively.

The public enjoyment and economic benefits could be substantial. Increased visitation could improve customer activity throughout the harbor, and revenues for nearby harbor tenants (and by extension, the District through rent structures

and any applicable profit-sharing). In addition, a designated free fishing area typically brings increased CDFW warden presence for education and enforcement, particularly around issues such as undersized crab, unlawful take, and general compliance with fishing regulations.

There may also be an opportunity to explore a cooperative enforcement strategy whereby CDFW's increased presence could help support District enforcement objectives in the same area, including compliance with boat launch fees and related rules. This would require further discussion with CDFW, but it could help offset some of the negative impacts associated with increased public use.

Before providing a response to CDFW, staff would appreciate the Board's thoughts and public comment. Some points of discussion may include signage, time-of-day limitations, parking management, and boundary delineation. CDFW has state-level authority to implement this through its administrative procedures. Accordingly, it would not require CCHD ordinance code changes or state-level legislative changes unless there was disagreement with the administrative implementation.



6. Approve a lease with FV Resolution LLC for placement of a cold storage container.

Public Comment?

LEASE AGREEMENT
TEMPERATURE-CONTROLLED STORAGE CONTAINER SPACE
(Crescent City Harbor District and FV Resolution LLC)
DRAFT VERSION 2026.01.10

This Lease Agreement (“Agreement”) is made as of January __, 2026 (“Execution Date”), by and between the Crescent City Harbor District, a California special district (“District” or “Lessor”), and FV Resolution LLC (“Lessee”).

1. RECITALS; PURPOSE

- 1.1 The District owns and controls certain real property and facilities within the Crescent City Harbor (“Harbor Property”).
- 1.2 Lessee desires to lease a limited area of Harbor Property for placement and use of a temperature-controlled storage container (the “Container”) for storage purposes only, and the District is willing to lease such area on the terms set forth below.
- 1.3 Interim Use Authorization. The CEO/Harbormaster previously issued Lessee a written interim use authorization on December 16, 2025, allowing Lessee to begin occupying the cold storage space immediately, prior to Board approval of this Lease. The Interim Use Authorization is attached hereto as Exhibit B and incorporated by reference (the “Interim Use Authorization”). The date Lessee first began occupying the Premises pursuant to the Interim Use Authorization is December 26, 2025 (the “Initial Occupancy Date”).
- 1.4 Because the District is governed by the Board of Harbor Commissioners (“Board”), this Agreement is expressly contingent upon Board approval as provided in Section 2.

2. BOARD APPROVAL; INTERIM OCCUPANCY; NO LEASEHOLD UNTIL APPROVED

- 2.1 Contingency. Notwithstanding any other provision of this Agreement, this Agreement is expressly subject to approval by the Board of Harbor Commissioners at a duly noticed public meeting.
- 2.2 Interim Occupancy Authorized. Lessee’s current occupancy and use of the Premises is authorized under the Interim Use Authorization described in Section 1.3. Until Board approval occurs (and the parties execute this Agreement as authorized), Lessee’s right to occupy and use the Premises remains pursuant to the Interim Use Authorization and not pursuant to a leasehold interest created by this Agreement.
- 2.3 No Leasehold Until Approval. Until Board approval occurs, (a) no binding leasehold interest is created by this Agreement, (b) the District has no obligation to deliver possession under this Agreement, and (c) the District’s obligations, if any, regarding Lessee’s continued occupancy are only as set forth in the Interim Use Authorization.
- 2.4 Retroactive Application Upon Approval. If the Board approves this Agreement and the parties execute it as authorized, then all terms of this Agreement shall apply retroactively to the Initial Occupancy Date, including without limitation Rent, permitted use restrictions, maintenance obligations, insurance requirements, indemnity, and risk allocation. Notwithstanding the foregoing, the insurance and indemnity obligations set forth in Sections 11 and 15.2 shall apply prospectively only, beginning on the Commencement Date or ten (10) business days after execution by both Parties, whichever is later.

2.5 If Not Approved. If the Board does not approve this Agreement, this Agreement is void and of no further force or effect. In that event, Lessee's right of occupancy shall be governed solely by the Interim Use Authorization, and Lessee shall remain responsible for all obligations and charges accrued through the date Lessee vacates the Premises, and for any damage caused by Lessee, the Container, or Lessee's invitees.

If the Board does not approve this Lease, any rent or fees paid by Lessee shall be applied to charges accrued under the Interim Use Authorization through the date Lessee vacates. Any prepaid amounts exceeding accrued charges shall be refunded to Lessee within fifteen (15) business days of vacating and returning the Premises.

3. PREMISES

3.1 Leased Area. The District leases to Lessee a limited portion of Harbor Property consisting of approximately 480 square feet, located at 101 Citizens Dock Rd, Crescent City, California (the "Premises").

3.2 Exhibits. The Premises location is further shown on a site plan attached as Exhibit A.

3.3 Nonexclusive Common Areas. Lessee's rights are limited to the Premises. Any drive aisles, access routes, and common areas remain under District control and are nonexclusive.

4. TERM

4.1 Initial Term. The term begins on the date the Board approves this Agreement, (the "Commencement Date"), and continues on a month-to-month basis unless earlier terminated under this Agreement.

4.2 Interim Period Acknowledgement. For the avoidance of doubt, Lessee's occupancy from the Initial Occupancy Date until the Commencement Date is pursuant to the Interim Use Authorization; however, if the Board approves this Agreement, the Agreement's terms apply retroactively to the Initial Occupancy Date as stated in Section 2.4.

4.3 Holding Over. Any continued occupancy after termination is not permitted without a new written agreement approved by the Board (or other District action expressly authorizing continued occupancy).

5. RENT; PAYMENT TERMS

5.1 Rent. Lessee shall pay rent to the District in the amount of \$111.00 per month ("Rent").

5.2 Rent Commencement; Due Date. Rent shall accrue commencing on the Initial Occupancy Date. Following Board approval and execution as authorized, Rent shall be due in advance on the first (1st) day of each month. The first month's Rent shall be prorated from the applicable date through month-end. Any accrued but unpaid Rent for the period from the Initial Occupancy Date through the date of the first regular monthly billing cycle shall be due within ten (10) calendar days after the District issues a written invoice or rent statement.

5.3 Payment Method; Payee. Rent shall be paid to "Crescent City Harbor District" and delivered to 101 Citizens Dock Rd, Crescent City, CA, or as otherwise designated in writing by the District.

5.4 Late Charges. If Rent is not received within ten (10) calendar days after it is due, Lessee shall pay a late charge of \$11.10 or 10% of the overdue amount (whichever is greater), plus interest at the lesser of (a) 1.0% per month, or (b) the maximum rate permitted by law, from the due date until paid.

5.5 Returned Payments. Lessee shall reimburse the District for any bank fees and returned checks fees.

6. SECURITY DEPOSIT. Upon execution (after Board approval), Lessee shall pay a security deposit of \$111.00 ("Deposit"). The District may apply the Deposit to unpaid Rent, cleanup, repair of damage beyond ordinary wear, or other amounts due. Any remaining balance shall be returned within a reasonable time after surrender, subject to lawful deductions.

7. USE; STORAGE LIMITATIONS

7.1 Permitted Use Only. The Premises and Container may be used solely for temperature-controlled storage of business property relating to commercial fishing operations. No retail sales, public access, or habitation is permitted.

7.2 Prohibited Materials. Lessee shall not store hazardous materials, flammables, explosives, illegal substances, or any material requiring special permits or regulated disposal. Lessee shall comply with all applicable federal, state, and local laws and regulations.

7.3 Nuisance; Safety. Lessee shall not create noise, odors, vibration, light, or other conditions that the District reasonably determines to be a nuisance or safety issue. The District may require immediate cessation of any condition posing an imminent risk to persons or property.

7.4 No Waste. Lessee shall keep the Premises clean and free of trash and shall promptly remove debris associated with the Container.

8. CONTAINER; UTILITIES; ALTERATIONS

8.1 Container Responsibility. The Container is owned/controlled by Lessee. Lessee is responsible for the Container's condition, security, and compliance with applicable codes and manufacturer requirements.

8.2 Power and Utilities.

(a) Lessee shall pay for electricity and any utility charges in the manner determined by the District, including submetering (if available). Electricity shall be billed monthly based on (i) submetered usage where available, or (ii) if submetering is not available, a documented cost allocation method agreed in writing by the Parties. District shall provide an itemized utility invoice. District shall not intentionally interrupt electrical service to the Premises except for safety emergencies or scheduled maintenance with reasonable notice when practicable.

(b) Existing Electrical Condition:

The District acknowledges that the existing electrical service at/near the Premises is currently unusable or non-functional. Lessee may, at Lessee's expense, perform repairs or upgrades necessary to provide safe and code-compliant electrical service for the

Container. Any such repairs or upgrades shall not be deemed an improvement to District property for which Lessee owes additional rent.

(c) Backup Power:

Lessee may utilize a backup generator or alternative power source to maintain temperature control when primary utility power fails, provided that (i) no permanent electrical alterations are made without prior written approval of the District; (ii) all generator use complies with applicable fire, safety, and environmental regulations; (iii) generator placement and operation shall not unreasonably interfere with Harbor operations; and (iv) Lessee is solely responsible for fuel storage, generator maintenance, and safe operation. District may require reasonable placement specifications for safety. District shall not unreasonably withhold or delay approval for temporary backup power connections intended to prevent spoilage of perishable inventory.

8.3 No Alterations to District Property. Lessee shall not make improvements, install anchoring systems, trenching, conduits, fencing, or other alterations to District property without the District's prior written approval (and Board approval if required). Any approved work must be performed by licensed contractors and in compliance with applicable law.

8.4 No Liens. Lessee shall keep the Premises free of mechanic's liens and shall promptly remove any lien arising from Lessee's activities.

9. ACCESS; DISTRICT OPERATIONS

9.1 District Priority. Lessee acknowledges Harbor Property is an active working waterfront. District operations, maintenance, emergency response, and public safety needs take priority. The District may temporarily restrict access when reasonably necessary.

9.2 Lessee may permit access to employees, agents, vendors, contractors, and invitees in connection with the Permitted Use, provided such persons comply with District rules and applicable law.

10. MAINTENANCE; REPAIRS

10.1 Lessee Maintenance. Lessee shall maintain the Premises in a neat condition and shall immediately address spills, leaks, or conditions caused by the Container.

10.2 District Maintenance. The District is not obligated to provide maintenance, security, or climate control for the Container unless expressly stated in this Agreement.

10.3 Damage. Lessee is responsible for damage to District property caused by Lessee, the Container, Lessee's invitees, or Lessee's activities, beyond ordinary wear and tear.

11. INSURANCE

11.1 Required Coverage. Beginning upon the earlier (i) placement of the Container on the Premises or (ii) Lessee's first use of the Premises under the Interim Use Authorization, and continuing during the term and during any interim occupancy, Lessee shall maintain, at Lessee's expense:

(a) Commercial General Liability (or other coverage acceptable to the District) with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

(b) Property insurance covering Lessee's personal property and the Container (if owned by Lessee), as available.

11.2 Additional Insured; Proof. The District, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on the liability policy, primary and noncontributory. Lessee shall provide certificates and endorsements upon request.

11.3 Waiver of Subrogation. To the extent permitted by law, Lessee's property insurer shall waive subrogation against the District.

12. INDEMNITY; RELEASE

12.1 Indemnity. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to the District), and hold harmless the District and its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Lessee's use or occupancy of the Premises, (b) the Container, (c) Lessee's property or activities, or (d) the acts or omissions of Lessee or Lessee's invitees, except to the extent caused by the sole active negligence or willful misconduct of the District.

12.2 Assumption of Risk. Lessee assumes the risks associated with storing property on an active harbor facility and acknowledges the District does not insure Lessee's property.

12.3 Limitation of District Liability. In no event shall the District be liable for loss of or damage to Lessee's property or the Container, whether by theft, vandalism, weather, power interruptions, moisture, mold, corrosion, rodents, or any other cause, except to the extent caused by the District's sole active negligence or willful misconduct.

13. DEFAULT; REMEDIES

13.1 Default. Lessee is in default if Lessee (a) fails to pay Rent or other charges when due and such failure continues for ten (10) days after written notice, (b) violates a material provision of this Agreement and fails to cure within ten (10) days after written notice (or such longer period as may be reasonably necessary if cure is diligently pursued), or (c) creates a condition posing an immediate threat to safety, in which case no cure period is required.

13.2 Remedies. Upon default, the District may pursue any remedy available at law or in equity, including termination, removal of the Container at Lessee's expense (after appropriate notice when feasible), recovery of amounts due, and recovery of costs incurred by the District due to Lessee's breach.

14. TERMINATION

14.1 Termination Without Cause. Either party may terminate this month-to-month Agreement without cause upon thirty (30) days' written notice to the other party.

14.2 Termination for Cause. The District may terminate immediately upon Lessee default as provided in Section 13, subject to any applicable notice/cure requirements.

14.3 District Operational Need. The District may terminate on shorter notice (not less than ten (10) days) if the District determines, in good faith, that the Premises is required for harbor operations, public safety, emergency response, construction, or maintenance activities, provided the District will use reasonable efforts to offer a comparable alternate location if available (without obligation).

14.4 If this Lease is terminated, the District shall refund any rent paid in advance for the period beginning after the date Lessee has fully vacated the Premises, meaning that Lessee has removed the storage container and all associated equipment and has surrendered possession to the District.

14.5 Surrender. Upon termination, Lessee shall have thirty (30) calendar days to remove the Container and all personal property ("Removal Period"), restore the Premises to its prior condition (reasonable wear excepted), and return any keys/access devices, provided Lessee continues to pay rent and utilities during the Removal Period. District shall not remove or relocate the Container during the Removal Period except in a defined Emergency. If Lessee fails to remove the Container by the end of the Removal Period, the District may remove and store it at Lessee's expense and may pursue all lawful remedies. District shall not remove the container or Lessee's property except after termination of this Lease, expiration of applicable cure periods, and Lessee's failure to vacate. District shall use reasonable care during any removal and shall be responsible for damage caused by District's negligence.

15. ASSIGNMENT; SUBLETTING

Lessee shall not assign this Agreement, sublease the Premises, or permit use by third parties without the District's prior written consent, and any required Board approval.

16. NOTICES

Notices shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or recognized overnight courier, to the addresses below (or as updated by written notice):

District:

Crescent City Harbor District
Attn: CEO/Harbormaster
101 Citizens Dock Rd
Crescent City, CA 95531

Lessee:

FV Resolution LLC
Attn: Richard Nehmer
185 Rose Lane
Smith River, CA

Notices are effective upon receipt (or refusal of delivery).

17. COMPLIANCE WITH LAW; PUBLIC AGENCY REQUIREMENTS

17.1 Compliance. Lessee shall comply with all applicable laws, regulations, and ordinances.

17.2 Public Records. Lessee acknowledges that the District is subject to the California Public Records Act and related transparency laws; documents provided to or created by

the District may be subject to disclosure unless exempt.

17.3 Non-Discrimination. Lessee shall not discriminate in violation of applicable law in connection with this Agreement.

18. MISCELLANEOUS

18.1 Entire Agreement. This Agreement (including exhibits) constitutes the entire agreement between the parties regarding the Premises and supersedes prior discussions.

18.2 Amendments. Any amendment must be in writing and signed by both parties, and if required by District policy or law, approved by the Board.

18.3 Severability. If any provision is held invalid, the remainder shall remain in effect.

18.4 Governing Law; Venue. California law governs. Venue for any dispute shall be in the Superior Court of California, County of Del Norte, unless otherwise required by law.

18.5 Authority. The undersigned represent that they are authorized to execute this Agreement on behalf of the party for whom they sign; District execution is subject to Section 2.

18.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which is deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CRESCENT CITY HARBOR DISTRICT

By: _____
Michael Rademaker, CEO/Harbormaster

Date: _____

LESSEE:
FV Resolution LLC

By: _____
Richard Nehmer

Date: _____

BOARD APPROVAL

Approved by the Board of Harbor Commissioners of the Crescent City Harbor District at a duly noticed public meeting on _____, 2026, by motion recorded in the official minutes of the District.

Attest: _____
Secretary Gerhard Weber

Date: _____

EXHIBIT A
SITE SKETCH / DESCRIPTION OF PREMISES

EXHIBIT B
INTERIM USE AUTHORIZATION

Confirmation of Space for Cold Storage - Nehmer

From: Mike Rademaker
To: fvresolution@gmail.com
CC: Sandy Moreno;Office Staff;Kristina Hanks

Mr. Nehmer,

I am writing to confirm that a cold storage space has become available and, based on our current wait list, you are next in line. Accordingly, we are pleased to offer you the opportunity to lease this space. You are authorized to begin occupying the cold storage space immediately under an interim use authorization, in the interest of supporting the commercial fishing fleet and the upcoming crab season.

This temporary authorization will remain in effect until the Board establishes the final rental rate and the parties execute a standard harbor lease. All terms of the final lease will apply retroactively to the date of initial occupancy, unless otherwise approved by the Board. I have included the Board of Harbor Commissioners (via 'bcc) on this correspondence so that the Board is kept fully informed regarding the interim use authorization and the steps that will follow as part of the rate-setting and lease-approval process.

As part of our internal review, we determined that all existing cold storage rentals at the harbor are currently associated with hoist leases, such that the freezer space has historically been provided only as part of a combined hoist/freezer arrangement. Your request is therefore somewhat unique in that you are seeking cold storage space without a corresponding hoist lease. For existing tenants with hoist leases, the current market rate attributable to the cold storage portion is \$111 per month. I do not see anything in the current hoist lease contracts indicating that the freezer space is being discounted or bundled at a preferential rate, which suggests that the \$111 figure is an appropriate

benchmark for a stand-alone rate. Additionally, you will be responsible for all ongoing utility charges associated with the operation of your cold storage unit.

Because this would be the first stand-alone cold storage lease, I anticipate that the rental rate will need to be formally established as part of our ongoing ordinance code revision process and approved by the Board of Harbor Commissioners. Nonetheless, based on our current analysis, I do not expect the final approved rate to vary significantly from the \$111 per month figure referenced above, and I would expect any final rate to be in that general range.

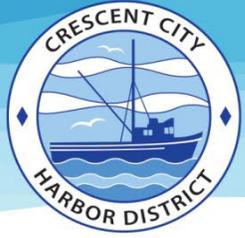
If you have any market research, comparable rates from other harbors, or other information that you would like us to consider in connection with establishing this fee, I would encourage you to share it. We are always interested in data that can help us set reasonable, defensible rates.

In the meantime, please be assured that this cold storage space is now assigned to you. You should consider this confirmation as granting you a right to occupy the space immediately, and the right of first refusal to enter into the actual lease agreement once the final rate is approved. The interim \$111/month fee plus utilities will be used. The final lease itself will follow our standard harbor terms and conditions for similar storage/industrial leases.

Please note that the placement of the cold storage unit will be adjusted when seawall construction commences in 2026; at that time, the unit will be relocated to the parking lot situated between the Harbor District's main office and Englund Marine.

Thank you for your continued interest in working with the Harbor District. If you have any questions or would like to discuss timing or logistics in more detail, please feel free to contact me.

Mike Rademaker
CEO/Harbormaster
Crescent City Harbor District
101 Citizens Dock Rd
Crescent City, CA 95531
(707) 464-6174 (office)



- 7. Approve a budget for procuring security cameras to monitor undisclosed high-risk areas, to be chosen by Harbor Patrol Lieutenant.**

Public Comment?



8. Approve minutes of the December 17, 2025 Special Meeting.

Public Comment?

Special 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	December 17, 2025 1:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Regular Session, December 17, 2025, at 1:00 P.M.

These minutes were prepared pursuant to Government Code Section 54953(c)(2) and CCHD Board Bylaws Section 7.15(a). These are "Action Minutes" that are limited to recording actions taken by the Board.

1) Roll Call. Commissioners Present: Schmidt, Evans, Weber, Shepherd

Commissioner Nehmer was not present for roll call but arrived approximately two minutes after. Commissioner Schmidt attended via speaker phone for a short time due to illness, and then disconnected.

2) Adjourn to closed session:

a. CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: three potential cases.

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8.

Property Address: 750 US Highway 101, Crescent City Harbor, CA 95531

District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Mike Bahr (Financial Consultant), Sandy Moreno (Financial Consultant)

Negotiating parties: Daniel Dahan, Sean E. McGraw, and Scott Lawhon

Under negotiation: Price and payment terms

c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8.

Property Address: 159 Starfish Way, Crescent City, CA 95531

District negotiators: Mike Rademaker (CEO/Harbormaster), Ryan Plotz (General Counsel), Mike Bahr (Financial Consultant), Sandy Moreno (Financial Consultant)

Negotiating parties: Daniel Dahan, Sean E. McGraw, and Scott Lawhon

Under negotiation: Price and payment terms

3) Reconvene in open session and disclose any reportable action taken during closed session.

Commissioners Shepherd and Nehmer recused themselves from portions of agenda items in closed session due to actual or potential conflicts of interest. Commissioner Schmidt left the meeting due to illness at the inception of the closed session.

At the conclusion of the closed session, it was reported that the District accepted a payment of \$10,000.00 from Sean McGraw and Scott Lawhon of Crescent City Holdings, Inc., for the right to enter into an exclusive negotiation period for potential leases for the properties located at 750 US Highway 101, and 159 Starfish Way. The exclusive negotiation period was set to expire automatically on December 31, 2025.

4) Consider and adopt Resolution No. 2025-13, authorizing the execution of Grant Agreement C25S0612 with the California Department of Boating and Waterways under the Surrendered and Abandoned Vessel Exchange (SAVE) Grant Program.

Commissioner Nehmer made a motion to adopt Resolution No. 2025-13 and Commissioner Evans seconded the motion, the motion passed

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SHEPHERD, NEHMER // **NAYS:** NONE

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

5) Update on planning for potential Lighted Boat Holiday Festival, Chamber Mixer, and Crab Feed Festival.

6) Preliminary review of Ordinance Code Fee Schedule and comparative market data. This item is for informational purposes only. The Board will not take final action.

7) Financial Report

i. Approve November financial reports: Balance Sheet, Profit and Loss, and Budget to Actual

No action was taken on this agenda item.

ii. Approve Cash Flow Report for November 2025

No action was taken on this agenda item.

iii. Review and approve proposed accounts receivable entry for current year

Commissioner Evans made a motion to approve accounts receivable for the year, with the modification that Fishermen's Catch be reclassified from "write-off" to "allowable," and Commissioner Weber seconded the motion. The motion passed.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SHEPHERD, NEHMER // **NAYS:** NONE

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

iv. Review and approve new payroll service provider to be effective 01/01/2026

Commissioner Evans made a motion to switch to QuickBooks as the harbor's payroll service provider with the expectation that there would be a report on its effectiveness at the end of the quarter and Commissioner Weber seconded the motion. The motion passed.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SHEPHERD // **NAYS:** NEHMER

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

v. Review status of abandoned vessels

vi. Review status of grant reimbursements

vii. Review Fashion Blacksmith Inc. arbitration award and payment schedule.

viii. Review and approve California Special Districts Association annual membership renewal for \$7,098.00

Commissioner Nehmer made a motion to not renew the CSDA annual membership and Commissioner Shepherd seconded the motion, the motion passed.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, SHEPHERD, NEHMER // **NAYS:** WEBER

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

ix. California Public Records Act (CPRA) update.

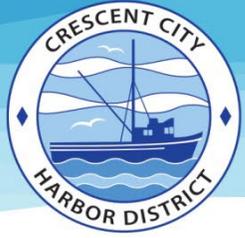
x. Faithful performance bond update.

8) Discussion and consideration of next steps for the Harbor Facilities Plan, including the possible appointment of an ad hoc committee, and provide direction to staff as appropriate.

9) MEETING ADJOURNMENT

Attested by:

Justin Hanks
Clerk of the Board



9. **[3:00 PM] Hold a public hearing on the Crescent City Harbor Citizens Dock and Seawall Initial Study Mitigated Negative Declaration and accept oral and written comments on the Initial Study through January 17, 2026.**

Complete Initial Study Mitigated Negative Declaration (709 pages) available here:

https://www.ccharbor.com/files/7491b425c/Crescent+City+Citizens+Dock+and+Seawall_IS_FINAL.pdf

Public Comment?



January 14, 2025

**To: Mike Rademaker, Crescent City Harbor District CEO
And the Crescent City Harbor District Board of Commissioners**

From: Mike Bahr, CEO, Community System Solutions

Board Agenda Item: Hold a public hearing on the Crescent City Citizens Dock and Seawall Initial Study Mitigated Negative Declaration and accept oral and written comments on the Initial Study through January 17, 2026.

The public hearing will be on January 14, 2026, at 3:00 p.m. before the Crescent City Board of Harbor Commissioners.

PROJECT SUMMARY

Project Title: Crescent City Citizens Dock And Seawall

Lead Agency: Crescent City Harbor District

CEQA Document: Mitigated Negative Declaration

The proposed project is located within the Crescent City Harbor and would involve demolition and reconstruction of the failing seawall in Crescent City Harbor and construction of a new dock as phase 1 to replace the aged Citizens Dock (herein referred to as the “Dock”) in Crescent City Harbor. The proposed Citizens Dock and Seawall Replacement Project (the “Project”) includes the following two components:

1) Demolition and re-construction of the seawall and construction of a new Citizens Dock, including public access improvements along the shoreline and parking lot improvements. The Initial Study also included the future demolition of the existing Citizens’ Dock and construction of a new dock in that location.

2) Construction of the South Harbor Habitat Restoration Project that will provide compensatory mitigation for the biological impacts of the re-construction of the Citizens Dock and seawall.

Purpose of the Public Hearing

- The public hearing is held pursuant to CA CEQA and local Harbor District procedures.
- The public was notified of this hearing through publication of legal notice in the Triplicate.

- The IS MND document was made available online at the Harbor website and in the Harbor office.
- The purpose of the hearing is to receive public comment on the proposed Mitigated Negative Declaration.
- The Board will accept oral and written comments at the public hearing.
- Additional oral and written comments can be submitted to the Harbor District through January 17, 2026.
- The oral and written comments received will become part of the public record and items received may be considered to be included in the IS.
- The Board will consider adoption of the MND at a future Board meeting.
- A description of any changes made in response to comments, whether they Clarifications to the Initial Study or Revisions to mitigation measures or monitoring requirements will be noted at the time of adoption.

BACKGROUND

The Crescent City Harbor District is acting as the Lead Agency under the California Environmental Quality Act (CEQA) for the proposed project. An Initial Study was prepared by Moffatt & Nichol to evaluate potential environmental impacts associated with the project. The study period ran from early 2024 to the IS Report preparation in November 2025.

The Initial Study analyzed potential impacts related to, but not limited to:

- Aesthetics
- Biological resources
- Cultural resources
- Noise
- Air quality
- Water quality

Based on the work conducted in the Initial Study, and consultations with federal and state agencies, Moffatt & Nichol determined that the project could result in potential impacts; however, with the incorporation of identified mitigation measures, all impacts would be

reduced to a less-than-significant level. Accordingly, a Mitigated Negative Declaration was prepared.

Project Description

- **Project location and setting within the harbor**



Figure 1. Project Location (Citizens Dock, seawall and parking lot and proposed South Crescent City Harbor Habitat Restoration Project).

- **Project objectives**

Commercial fishing has been the backbone of Crescent City Harbor for years. Today, the harbor is a hub for the commercial fishing industry, particularly for salmon, Dungeness crab, and rockfish. The existing Dock and related seawall are a critical component of the harbor's commercial fishing infrastructure and are important to the local economy. There is no other public infrastructure in

Crescent City Harbor to accommodate seafood loading/unloading. The dock and seawall are each more than 50 years old, degraded and require replacement pursuant to recommendations of the most recent condition assessment (M&N 2023). In its existing condition, the Dock is at risk of significant damage from climate related hazards such as tsunamis, storm surges, and sea level rise.

Failure of the Dock would cause job loss throughout the commercial fishing industry and in the businesses and services which support the commercial fleet.

The proposed Project objectives are as follows:

- Replace the deteriorated Citizens Dock and seawall to avoid loss of this important infrastructure in a storm event or other hazard, and to support commercial fishing.
- Improve public access by developing a public observation area and path that connect to the California Coastal Trail and providing an observation area at the foot of the Dock.
- Provide compensatory mitigation for biological impacts of reconstructing the Citizens Dock and seawall by implementing the South Crescent City Harbor Habitat Restoration Project.
- **Summary description of the proposed project**

Citizens' Dock

The Project will replace the deteriorated steel sheet pile seawall and the aged pile-supported pier called Citizens' Dock.

The first phase of the Citizens' Dock project will involve the construction of Pier 1, a new 13,760 sf concrete decked pier located south of the existing Dock. During the second phase of the Project, a 20,140 sf pier (Pier 2) will be constructed in the same location as the previously removed Dock. Pile installation methods will depend on geotechnical results but are anticipated to include auger drilling, impact driving, or a combination of the two methods. After the piles are driven, a pre-cast concrete deck will be installed on top of the piles. The pre-cast deck panels will be topped with a cast-in-place concrete topping slab. Concrete will be pumped by truck. All removed utilities including electric and the fuel line will be replaced. Utilities will be incorporated into the new pier decking. Stormwater drainage will be provided on the new Dock.

Seawall

A new 360 lf bulkhead wall will be installed approximately 10 feet waterward of the existing deteriorated seawall. The majority of the existing bulkhead wall will remain in place. Demolition and installation of the new seawall will take up to 12 months. In addition to the proposed repair of the seawall, approximately 5,700 sf of damaged concrete will be repaved and regraded. Approximately 30,300 sf of existing pavement will be regraded to raise the elevation of the seawall for resiliency against sea level rise.

Construction activities waterward of the existing bulkhead will occur during the in-water work window. Some upland paving may occur outside of the in-water work window.

Seawall construction may result in up to approximately 3,600 sf of benthic habitat impacts. Benthic habitat impacts will be offset at a 1:1 ratio through the South Harbor Habitat Restoration area.

Additional project elements include the following:

- An approximately 400 linear feet public path and an approximately 400 square foot observation area will be developed at the foot of the dock and will connect to the California Coastal Trail.
- Replacement of small buildings atop the Dock and seawall including the existing icehouse, nine fish buyer shacks, fuel station and NOAA tidal gage station.
- Replacement of aged material handling equipment including the replacement of nine existing deteriorated mechanical hoists and the potential addition of one mechanical hoist.
- Utility replacement and improvements including electrical vehicle infrastructure to reduce air pollution and greenhouse gas emissions during the hours when refrigerant trucks are idling as seafood is being loaded into trucks.

The new seawall and Citizens Dock will be resilient and adaptable to expected sea level rise during their 50+ year lifespan, 100-year floods and 50-year tsunami event.

Mitigation Measures - Harbor Habitat Restoration Project

The reconstructed seawall will result in up to approximately 3,600 sf of permanent benthic habitat impacts. The reconstructed pier is anticipated to result in additional permanent benthic habitat impacts. To provide compensatory mitigation for the increased benthic footprint, additional benthic and water column habitat will be created by increasing the size of an existing small boat harbor. Benthic habitat impacts will be offset at a 1:1 ratio. In addition to the proposed creation of benthic habitat and water column habitat through the expansion of an existing harbor, the removal of creosote-treated piles will provide benefits to existing benthic habitat and water column habitat by reducing toxicity potential.

The existing South Crescent City boat harbor provides an area to launch small vessels. The existing 25,000 sf small boat harbor will be expanded to offset benthic habitat impacts at a 1:1 ratio. Preliminary design indicates that up to approximately 3,804 sf of permanent benthic habitat impacts could occur as a result of the Project. However, additional site-specific geotechnical data and continued design development is likely to reduce the overall benthic habitat impact. To maintain the use of the harbor, the existing 6 ft wide float main walk will be expanded approximately 48 lf to the new shoreline.

Demolition - A log boom and silt curtain will be installed around the bulkhead that will be demolished. Prior to any ground disturbing activities erosion control measures will be installed. Any material that enters the water will either be retrieved immediately or cleared at the end of each day. Existing top deck structures (hoists and cold storage trailers in the upland pavement repair area will be temporarily or permanently removed using a crane, backhoe, and/or front-end loader.

The existing damaged pavement shoreward of the existing bulkhead will be sawcut and removed. The majority of the bulkhead, including the sheet pile wall will be left in place; however, there will be selective removal of portions of the existing bulkhead pile cap. The bulkhead pile cap will be sawcut and loaded into trucks for disposal. Demolished structures and debris will be hauled off site to an appropriate upland disposal facility (likely Del Norte Solid Waste Management Facility).

Up to three existing 18-inch diameter steel piles and one existing 8-inch diameter steel pile waterward of the bulkhead wall will be removed (Figure 7). Vibratory extraction is the primary method proposed for pile removal. Direct-pull methods, likely using a sling on a derrick barge, will be used if vibratory extraction methods are not successful. If the piles break during removal or cannot be removed by direct pull or vibratory removal, they will be cut below the mudline and removed with a clamshell bucket.

- **Project timeline**

Construction Element	Schedule Date
Planned Design and Permitting Substantial Completion Date	Apr-26
Planned Seawall Construction and Seafood Packing Area Renovation Start Date	May-26
Planned Citizens' Dock Start Construction Date	May-26
Planned Seawall Construction and Seafood Packing Area Renovation Substantial Completion Date	Apr-27
Planned Construction Substantial Completion Date	Jun-27

- **IS MND Document**

The entire document is located here: <https://www.ccharbor.com/crescent-city-harbor-mitigated-negative-declaration>

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

Project Title: Crescent City Citizens Dock and Seawall

Lead Agency: Crescent City Harbor District Contact Person: Mike Rademaker, CEO/Harbormaster
 Mailing Address: 101 Citizens Dock Road Phone: 707-464-6174
 City: Crescent City Zip: 95531 County: Del Norte

Project Location: County: Del Norte City/Nearest Community: Crescent City
 Cross Streets: Citizens Dock Rd, Marine Way Zip Code: 95531

Longitude/Latitude (degrees, minutes and seconds): 41 ° 44 ' 45.22 " N / 124 ° 10 ' 59.39 " W Total Acres: 35

Assessor's Parcel No.: Section: Twp.: Range: Base:
 Within 2 Miles: State Hwy #: 101 Waterways:
 Airports: Railways: Schools:

Document Type:

CEQA: NOP Draft EIR NEPA: NOI Other: Joint Document
 Early Cons Supplement/Subsequent EIR EA Final Document
 Neg Dec (Prior SCH No.) Draft EIS Other:
 Mit Neg Dec Other: FONSI

Local Action Type:

General Plan Update Specific Plan Rezone Annexation
 General Plan Amendment Master Plan Prezone Redevelopment
 General Plan Element Planned Unit Development Use Permit Coastal Permit
 Community Plan Site Plan Land Division (Subdivision, etc.) Other: approval and implementation of project

Development Type:

Residential: Units _____ Acres _____
 Office: Sq.ft. _____ Acres _____ Employees _____
 Commercial: Sq.ft. _____ Acres _____ Employees _____
 Industrial: Sq.ft. _____ Acres _____ Employees _____
 Educational: _____
 Recreational: _____
 Water Facilities: Type _____ MGD _____
 Transportation: Type _____
 Mining: Mineral _____
 Power: Type _____ MW _____
 Waste Treatment: Type _____ MGD _____
 Hazardous Waste: Type _____
 Other: dock and seawall

Project Issues Discussed in Document:

Aesthetic/Visual Fiscal Recreation/Parks Vegetation
 Agricultural Land Flood Plain/Flooding Schools/Universities Water Quality
 Air Quality Forest Land/Fire Hazard Septic Systems Water Supply/Groundwater
 Archeological/Historical Geologic/Seismic Sewer Capacity Wetland/Riparian
 Biological Resources Minerals Soil Erosion/Compaction/Grading Growth Inducement
 Coastal Zone Noise Solid Waste Land Use
 Drainage/Absorption Population/Housing Balance Toxic/Hazardous Cumulative Effects
 Economic/Jobs Public Services/Facilities Traffic/Circulation Other:

Present Land Use/Zoning/General Plan Designation:

Harbor

Project Description: (please use a separate page if necessary)

The Crescent City Harbor District (CCHD) is proposing to demolish and reconstruct the aged Citizens Dock (and a nearby failing seawall in Crescent City Harbor). The proposed Citizens Dock and Seawall Replacement Project includes the following two components:

- Demolition and re-construction of the Citizens Dock and Seawall, including public access improvements along the shoreline and parking lot improvements.
- Construction of the South Harbor Habitat Restoration Project that will provide compensatory mitigation for the biological impacts of the re-construction of the Citizens Dock and Seawall.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X".
If you have already sent your document to the agency please denote that with an "S".

<input type="checkbox"/> Air Resources Board	<input checked="" type="checkbox"/> Office of Historic Preservation
<input checked="" type="checkbox"/> Boating & Waterways, Department of	<input type="checkbox"/> Office of Public School Construction
<input type="checkbox"/> California Emergency Management Agency	<input type="checkbox"/> Parks & Recreation, Department of
<input type="checkbox"/> California Highway Patrol	<input type="checkbox"/> Pesticide Regulation, Department of
<input type="checkbox"/> Caltrans District # _____	<input type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Caltrans Division of Aeronautics	<input type="checkbox"/> Regional WQCB # _____
<input type="checkbox"/> Caltrans Planning	<input type="checkbox"/> Resources Agency
<input type="checkbox"/> Central Valley Flood Protection Board	<input type="checkbox"/> Resources Recycling and Recovery, Department of
<input type="checkbox"/> Coachella Valley Mtns. Conservancy	<input type="checkbox"/> S.F. Bay Conservation & Development Comm.
<input checked="" type="checkbox"/> Coastal Commission	<input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
<input type="checkbox"/> Colorado River Board	<input type="checkbox"/> San Joaquin River Conservancy
<input type="checkbox"/> Conservation, Department of	<input type="checkbox"/> Santa Monica Mtns. Conservancy
<input type="checkbox"/> Corrections, Department of	<input checked="" type="checkbox"/> State Lands Commission
<input type="checkbox"/> Delta Protection Commission	<input type="checkbox"/> SWRCB: Clean Water Grants
<input type="checkbox"/> Education, Department of	<input checked="" type="checkbox"/> SWRCB: Water Quality
<input type="checkbox"/> Energy Commission	<input type="checkbox"/> SWRCB: Water Rights
<input type="checkbox"/> Fish & Game Region # _____	<input type="checkbox"/> Tahoe Regional Planning Agency
<input type="checkbox"/> Food & Agriculture, Department of	<input type="checkbox"/> Toxic Substances Control, Department of
<input type="checkbox"/> Forestry and Fire Protection, Department of	<input type="checkbox"/> Water Resources, Department of
<input type="checkbox"/> General Services, Department of	
<input type="checkbox"/> Health Services, Department of	Other: _____
<input type="checkbox"/> Housing & Community Development	Other: _____
<input type="checkbox"/> Native American Heritage Commission	

Local Public Review Period (to be filled in by lead agency)

Starting Date 11/25/2025 Ending Date 1/17/2026

Lead Agency (Complete if applicable):

Consulting Firm: <u>Moffat & Nichol</u>	Applicant: <u>Crescent City Harbor District</u>
Address: <u>600 University Street, Suite 610</u>	Address: <u>101 Citizens Dock Rd</u>
City/State/Zip: <u>Seattle, WA 98101</u>	City/State/Zip: <u>Crescent City, CA 95531</u>
Contact: <u>Younes Nouri</u>	Phone: <u>707.464.6174</u>
Phone: <u>206.501.2320</u>	

Signature of Lead Agency Representative: *Michael Rademaker* Date: 11/25/25

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

Notice of Intent to Adopt a Mitigated Negative Declaration

To: Interested Individuals

From: Crescent City Harbor District
101 Citizens Dock Road, Crescent City CA 95531
(Lead Agency and Address)
Contact: Mike Rademaker, CEO/Harbormaster

County Clerk, County of: _____
Del Norte

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration

This is to advise that _____ The Crescent City Harbor District _____ has prepared a
(Lead Agency)

Negative Declaration or Mitigated Negative Declaration Environmental Impact Report

for the project identified below. As mandated by State law, the minimum public review period for this document is:

- | Negative Declaration | EIR |
|--|--|
| <input type="checkbox"/> 21 days (Negative Declaration was not submitted to the State Clearinghouse for review) | <input type="checkbox"/> 30 days (Draft EIR was not submitted to the State Clearinghouse for review) |
| <input checked="" type="checkbox"/> 30 days (Negative Declaration was submitted to the State Clearinghouse for review) | <input type="checkbox"/> 45 days (Draft EIR was submitted to the State Clearinghouse for a normal 45-day review) |
| <input type="checkbox"/> 21 days (State Clearinghouse granted a shortened review period for the Negative Declaration) | <input type="checkbox"/> 30 days (State Clearinghouse granted a shortened review period for the Draft EIR) |

This document is available for review at: 101 Citizens Dock Road, Crescent City CA 95531
(Location)

A public hearing has been scheduled with Crescent City Harbor District to receive comments on the document.

Date: January 14, 2026

Time: 3 p.m.

Place: 101 Citizens Dock Road, Crescent City CA 95531

The comment period for this document closes on: January 17, 2026
(Date)

Testimony at future public hearings may be limited to those issues raised during the public review period either orally or submitted in writing by 5:00 p.m. the day the comment period closes.

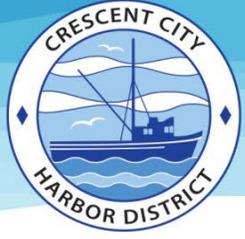
Project Title: CRESCENT CITY CITIZENS DOCK AND SEAWALL

Project Location – Specific: Crescent City Harbor

Project Description – Brief: The Crescent City Harbor District (CCHD) is proposing to demolish and reconstruct the aged and failing seawall and construct a new nearby dock in the Crescent City Harbor.

Listed Toxic Site: Yes No **Explanation:**

Signature:  Date: December 12, 2025
Title: Mike Rademaker, CEO/Harbormaster Telephone: 707 464-6174



10. Communications, Reports, and Directions to Staff

a. Harbor Commissioner & Committee Reports

(1) Commissioner Dan Schmidt

(2) Commissioner Annie Nehmer

(3) Commissioner Gerhard Weber

(4) Vice Chair John Evans

(5) Chair Rick Shepherd



10. Communications, Reports, and Directions to Staff

b. CEO/Harbormaster Report

c. Dredging Update

d. Consider modification of the CEO/Harbormaster housing requirement and take appropriate action, including the possible approval of a benefit election pursuant to the CEO/Harbormaster employment agreement.



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

From: Mike Rademaker, CEO/Harbormaster

Date: January 14, 2026

Subject: **Dredging Update**

I. July 30, 2025 Tsunami Impact and Emergency Dredging

On December 23, 2025, Governor Gavin Newsom issued a Proclamation of a State of Emergency for Del Norte County, which formally recognized that the July 30, 2025 tsunami caused sediment deposits that require dredging to return navigation channels to pre-disaster conditions. Furthermore, the proclamation authorized Cal OES to provide assistance to CCHD under the California Disaster Assistance Act (CDAA). In practical terms, this creates a pathway under which funding that was previously out of reach may become available, and it also supports a faster-track regulatory posture through state emergency procedures.

However, an important question is still being worked through with Cal OES and the relevant permitting agencies: what, exactly, qualifies as “emergency dredging” under the CDAA framework in this situation. One possibility is that eligible emergency work is limited to removing only the sediment attributable to the tsunami, essentially restoring the harbor to its pre-tsunami condition, which would still be suboptimal by historical standards. Another possibility is that the emergency status could support a broader scope of dredging, going deeper, if it can be justified as a hazard mitigation measure under Cal OES rules and the Government Code.

Under the CDAA, “hazard mitigation” is generally understood as cost-effective hardening or risk-reduction improvements that are incorporated into the repair, restoration, or replacement of a damaged public facility so that the next event causes less damage. The CDAA’s baseline premise is restoration based on the facility as it existed immediately prior to the disaster. However, Government Code section 8686.4 creates an important provision where the Cal OES Director can determine there are mitigation measures that are cost-effective and that substantially reduce the risk of future damage (or related harms) in a Governor-proclaimed emergency area. In this case the Director may authorize those mitigation measures.

Consistent with that framework, typical mitigation examples in public works settings include upgrades that reduce repetitive loss, such as protective barriers, drainage/floodproofing, slope stabilization, and similar resilience improvements, so long as they are demonstrably cost-effective and tied to risk reduction rather than being simply elective betterment.

In a harbor context, a mitigation argument for dredging that is deeper than the pre-tsunami condition is typically framed not as an engineered risk-reduction measure intended to reduce future disaster consequences and repetitive emergency dredging needs. Conceptually, deeper dredging can be justified as mitigation when it measurably improves the harbor’s hydraulic performance and operational resilience, such as by providing additional navigational under-keel clearance that reduces closure risk after storm/tsunami-driven shoaling, and increases “sediment storage” capacity so the harbor remains functional longer before reaching a critical shoal threshold.

Given the very high equipment mobilization costs for dredging in the District, due to its remote location, it shouldn’t be difficult to establish the cost-effectiveness of dredging mitigation measures. For example, mobilization costs can often be 25% of the total dredging project costs. Therefore, mobilizing once is much more cost-effective than having to mobilize twice for two separate projects.

For clarity, the Governor’s proclamation does not itself “issue a dredging permit” or automatically waive environmental requirements. What it does is establish the statewide emergency apparatus, enable Cal OES/CDAA assistance, and support the use of existing emergency permitting pathways (for example, CEQA emergency provisions and emergency coastal development permitting where applicable), while the District still coordinates other required state and federal authorizations.

II. Dredging Pilot Study

Separately, the District is applying for grant funding to support a pilot project of 10,000 cubic yards of dredging. That would be a relatively small area approximately 50 ft by 75 ft, by 3 feet deep. The grant would be from the California Regional Investment Initiative (RII), which is an economic development and jobs program overseen by the Cal Jobs First Council, which is co-led by Cal GO-Biz and the Cal Labor & Workforce Development Agency. It funds projects focused on workforce development and economic resilience, with an emphasis on helping disadvantaged communities.

Under the pilot study, dredge tailings would be placed along the beach area of Whaler Island (along the area that faces Crescent Beach). If there is no adverse ecological impact observed, that would open up the possibility of future dredge tailings being placed at that beach site on a larger scale. That could help resolve both the cost challenge and the placement-site challenge that have been holding up dredging.

The District is requesting \$500,000 under the RII program, which would potentially be awarded in October 2026 if the application is successful. This would be followed by scientific studies and permit applications in 2027, and further impact analysis through 2028.

The grant application refers to "beneficial reuse" (sometimes also called simply "beneficial use"), which is the term regulatory agencies use when dredged material is treated as a resource that is placed to produce a net public/environmental benefit, rather than treated as waste that must be disposed of. Both EPA and USACE explicitly point to beach nourishment with clean sand as a classic beneficial use.

When dredge material is placed in the littoral zone (the nearshore zone where waves and currents actively move sand along and across the beach profile), it can qualify as beneficial reuse because it is intentionally used to restore or enhance the natural sediment system that maintains beaches. The core idea is to put sand back into the coastal "conveyor belt."

Harbors and navigation channels often interrupt the natural longshore transport of sand. Sand can accumulate where it's not wanted (in channels/entrances), while downcoast beaches become sediment-starved and erode. "Beneficial reuse" in the littoral zone is essentially sediment recycling: you dredge sand that has accumulated in the harbor entrance or navigation channel and place it back into the nearshore transport zone, where waves and currents can redistribute it along the coast and across the beach profile. In effect, you are returning sand to

the natural littoral system, sand that, but for the harbor's interruption of sediment movement, would have continued moving downcoast naturally.

USACE's Regional Sediment Management literature describes beneficial use as keeping valuable sediment within the littoral system, and nearshore placement is increasingly used for that purpose. USACE defines beach nourishment as placing material directly onto a beach/shoreline. Nearshore placement is a close cousin: instead of placing sand dry on the beach, you place it in shallow water so waves can gradually move it onshore. Coastal Commission staff reports often describe nearshore placement of clean sands as remaining in the littoral system and "expected to contribute to beach replenishment."

A designed nearshore mound/berm can act as a sediment reservoir. Wave-driven transport gradually spreads and moves that sand landward and alongshore, replenishing the beach profile over months to years. USACE technical work frames this as a beneficial-use practice that keeps sediment in the transport zone and reduces erosion impacts downdrift. USACE's nearshore nourishment work describes retaining dredged material within the system by nourishing the subaqueous portion of the profile as providing a "dynamic sediment source."

From a regulatory and coastal-management perspective, littoral-zone placement can be beneficial because it reduces erosion risk and supports shoreline resilience (a direct public benefit). It also keeps compatible sediment in the system instead of losing it to deep-water disposal sites. As I mentioned, it recycles a material that is often the same sand that would naturally nourish beaches if the harbor/channel weren't interrupting transport.

Beneficial reuse for beaches assumes the dredged material is predominantly clean sand (low contamination, and physically and chemically compatible with the placement site). Compatible with the receiving beach/nearshore area means that grain size, fines content, color, shell hash, etc., are all compatible, because too many fines can create turbidity and ecological impacts, and can behave differently than native beach sediment.

So, if the "tailings" are largely sandy (and not "fines"), which is typical of entrance-channel dredges, then nearshore placement can be an excellent beneficial use.

III. CONCLUSION

In summary, the District now has two complementary dredging pathways that are being pursued in parallel. 1) The Governor's December 23, 2025 emergency proclamation is allowing for expedited funding and regulatory approvals to

restore navigation capacity quickly. Under this pathway, the District's near-term priority is to complete, as quickly as practicable, the Cal OES and permitting-agency coordination necessary to define the allowable scope under the CDAA and Gov Code. 2) At the same time, the 10,000-cubic-yard pilot project is a strategic, longer-horizon effort to remove a persistent barrier that has historically made dredging extraordinarily difficult in the District: the absence of a straightforward, locally feasible placement option that regulatory agencies will support over time. If successful, nearshore placement at Whaler Island would create a scalable model that aligns with modern coastal sediment-management principles and could materially improve the District's ability to dredge more routinely, predictably, and cost-effectively. Even if the emergency pathway results in a near-term restoration project, the pilot project remains valuable because it addresses the structural constraints that will continue to affect dredging feasibility well beyond the immediate emergency period.



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

Date: January 14, 2026

Subject: **Consideration of Removing “Occupancy Housing” Requirement in CEO/Harbormaster Employment Agreement and Implementing Reimbursement Election**

I. BACKGROUND

The Board has the option of taking action consistent with Section 3.4 (“Occupancy Housing”) of the CEO/Harbormaster Employment Agreement dated June 25, 2025 by determining whether residency in District housing remains required, and if the Board determines it is no longer required, approving implementation of the CEO/Harbormaster’s contractual election under Section 3.4(b) to receive reimbursement at seventy-five percent (75%) of the value of the then-current health and medical benefits, as calculated and administered by the District.

The Employment Agreement provides that District housing is required as a condition of employment to ensure immediate availability for emergencies and operational needs. The same section also expressly contemplates that the District may later determine residency is no longer required. If so, the CEO/Harbormaster is entitled to elect a benefit-related alternative, subject to Board approval.

The District is currently progressing in negotiations with two potential lessees for the Bayside RV Park, and it is anticipated that a lease will be signed soon. One

practical issue in those negotiations is the apartment located on the Bayside premises, currently occupied by the CEO/Harbormaster, which may be requested by a lessee as part of the leasehold and operational control of the park. If the Board wishes to make the apartment available to the Bayside RV Park lessee, the District would need to remove (or suspend) the CEO/Harbormaster's required occupancy arrangement and allow time for alternative housing arrangements.

The CEO/Harbormaster has decided that if the Board determines residency in District housing is no longer required, he will elect Option (b) under Section 3.4, which is reimbursement for housing expenses at 75% of the value of the then-current health and medical benefits.

II. DISCUSSION

A. Contract language

Section 3.4 of the June 25, 2025 CEO/Harbormaster Employment Agreement reads as follows:

"3.4 Occupancy Housing

The District may provide the CEO/Harbormaster housing provided by the District, in accordance with the same terms as those specified in the Employee's prior Employment Agreement dated July 15, 2019, as amended on September 1, 2022, except that the housing location may be subject to change upon mutual agreement of the parties. The housing is provided for the convenience of the District and is necessary to ensure the CEO/Harbormaster's immediate availability to respond to emergencies and other operational needs of the Harbor. The housing is provided because: (i) It is on or near the District's business premises; (ii) It is for the convenience of the District to ensure immediate availability for emergency response; (iii) Employee is required to accept the lodging as a condition of employment; and (iv) the housing serves legitimate business purposes of the District. Employee acknowledges that the value of housing may be subject to federal and state income taxation depending on IRS determinations regarding the application of Section 119.

If the District later determines that residency in District housing is no longer required, the Employee shall have the option to either (a) receive health and medical benefits as described in Section 3.3, or (b) receive reimbursement for housing expenses at 75% of the value of the then-current health and medical benefits, as elected by the Employee and approved by the Board."

B. Business context prompting the decision

Negotiations are progressing with two potential lessees for the Bayside RV Park. As part of the anticipated lease structure and operational handoff, making the apartment available to a Bayside lessee may increase the attractiveness of the lease opportunity. Both prospective lessees have expressed interest in the apartment, and one has advised that it would not proceed with a lease unless the apartment is included as part of the lease arrangement.

Because the CEO/Harbormaster's employment agreement currently treats the lodging as required to ensure immediate emergency response capability, the Board's decision is needed now to avoid compressing the transition timeline. If the Board's policy preference is to make the apartment available to the Bayside RV Park lessee, the CEO/Harbormaster must have a reasonable lead time to secure alternative housing and avoid operational disruption to the District.

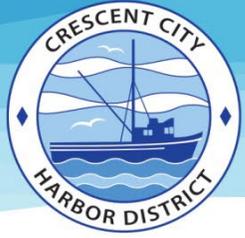
The Bayside RV Park is a significant District asset, and prospective lessees commonly evaluate whether on-site housing is available for a manager or key staff, particularly where 24/7 operational issues can arise (guest issues, utility failures, security, storm response, gate access, maintenance triage, etc.). If the apartment is included as part of the lease premises or made available by separate arrangement aligned with the lease, it can strengthen the lessee's ability to manage the property and may improve the District's negotiating posture, depending on the lessee's preferences.

Because negotiations are still progressing, staff is presenting this as a policy decision that the Board can make now to preserve flexibility and timelines. The Board's direction will allow staff to negotiate consistently with the Board's preference and avoid last-minute constraints during final lease execution.

C. Proposed Motion

If the Board wishes to remove the required occupancy housing condition and implement Option (b), a motion substantially in the following form should suffice:

"The Board determines, pursuant to Section 3.4 of the CEO/Harbormaster Employment Agreement dated June 25, 2025, that residency in District housing is no longer required, and hereby approves the CEO/Harbormaster's election under Section 3.4(b) to receive reimbursement at seventy-five percent (75%) of the value of the then-current health and medical benefits, to be distributed as part of regular payroll distributions. The effective date of this decision shall be the actual date the CEO/Harbormaster vacates the apartment at Bayside RV Park."



10.e. Financial Report

- i. Grant reimbursements and gap funding update**
- ii. Transition to QuickBooks payroll service provider update**
- iii. Transient Occupant Tax (TOT) and Property Tax receivable update**
- iv. Status report on USDA Loan Modification Plan**
- v. FYE25 Audit and State Controller's Report**
- vi. Chamber Mixer scheduled for Feb 12, 2026**
- vii. Status report on Ordinance Code Fee Schedule**
- viii. ARS Utility Review**
- ix. Poundage Fee Audit**
- x. Fobs for dock access gates**
- xi. Commissioner Bonds update**
- xii. MLF & CSS bills for approval**
- xiii. California Public Records Act (CPRA) update**



INVOICE 13115-09 – December 2025

To: Crescent City Harbor District

Invoice Time Period: December 1, 2025 – December 31, 2025

For: Professional Services: CalOES/FEMA HMGP grant
Scope of Work Performed: Grant Services – RFP preparation

1. Multiple calls with Harbor CEO to review project opportunities and discuss current grant project elements.
2. Prepared materials and presented at Harbor Board meeting,
3. Participated in multiple calls with MARAD. Prepared multiple documents needed to move the grant award process forward.
4. Worked with Moffat and Nichol on their grant deliverables. Prepared CEQA Notice of Intent documents for signing and dissemination. Worked on CEQA Submit documentation.
5. Worked with survey company on their RFP response and contract.
6. Worked with structural engineering company on their RFP response.
7. Worked on RII grant – full application

Charges by categories: Labor

Project Lead: \$75 per hour @ 45 hours = \$3,375

Proposal Writer: \$75 per hour @ 25 hours = \$1,875

Total Due this Invoice: \$5,250

Please Make Check Payable to Community System Solutions

When Check is ready, please call Mika McKenzie at 541-968-9886 to pick up the check.

Thank you!

Mike Bahr, CEO
Community System Solutions

Communitysystemsolutions.com
916-827-0016



THE MITCHELL LAW FIRM, LLP

426 First Street
Eureka, CA 95501
Phone: (707) 443-5643
mitchelllawfirm.com

INVOICE

Invoice # 9731
Date: 12/31/2025
Due On: 01/30/2026

Crescent City Harbor District
101 Citizens Dock Rd.
Crescent City, CA 95531

25-058 CRESCENT CITY HARBOR DIS.- RTP

25-058 CRESCENT CITY HARBOR DIS.- RTP

Attorney	Date	Notes	Quantity	Rate	Total
RTP	12/02/2025		0.20	\$250.00	\$50.00
RTP	12/02/2025		0.70	\$250.00	\$175.00
RTP	12/05/2025		0.20	\$250.00	\$50.00
RTP	12/08/2025		0.40	\$250.00	\$100.00
RTP	12/08/2025		0.10	\$250.00	\$25.00
RTP	12/08/2025		0.20	\$250.00	\$50.00
RTP	12/08/2025		1.00	\$250.00	\$250.00
RTP	12/09/2025		2.70	\$250.00	\$675.00

RTP	12/10/2025	1.50	\$250.00	\$375.00
RTP	12/11/2025	0.20	\$250.00	\$50.00
RTP	12/12/2025	4.20	\$250.00	\$1,050.00
RTP	12/15/2025	1.10	\$250.00	\$275.00
RTP	12/17/2025	1.00	\$250.00	\$250.00
			Subtotal	\$3,375.00
			Total	\$3,375.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9465	12/30/2025	\$1,575.00	\$0.00	\$1,575.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9731	01/30/2026	\$3,375.00	\$0.00	\$3,375.00
			Outstanding Balance	\$4,950.00
			Total Amount Outstanding	\$4,950.00

Please make all amounts payable to: The Mitchell Law Firm LLP

Please pay within 30 days.

11. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Wednesday, January 28, 2026**, at 2 p.m. 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.*

