

# Board of Harbor Commissioners

## Crescent City Harbor District

December 10, 2025

Regular Harbor Commission Meeting



# Regular Meeting

## Board of Harbor Commissioners of the Crescent City Harbor District

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

### AGENDA

**Date:** Wednesday, December 10, 2025

**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#



## **1. Preliminary Items**

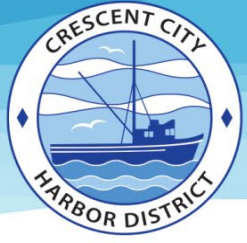
- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**



## 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. Accept nominations and vote for Board officers: Chair, Vice Chair, and Secretary.**

***Public Comment?***

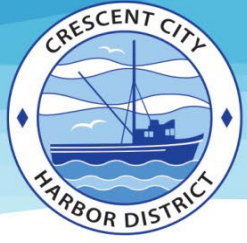


### **3. Grants update from Community System Solutions CEO Mike Bahr.**

***Public Comment?***

**CCHD GRANTS AWARDED**

<b>Grant Name</b>	<b>Grant Funder</b>	<b>Funded Projects</b>	<b>Project Amount</b>	<b>Grant Amount Awarded to CCHD</b>	<b>Match Requirement</b>
<b>CA Coastal Conservancy Grant Citizen's Dock Planning</b>	CA Coastal Conservancy	1) Design, Environmental Impact Studies and Permitting for construction of a new Citizens' Dock.	\$1,070,000	\$927,000	\$143,000 (met)
<b>CA Coastal Conservancy Grant South Beach Bathroom</b>	CA Coastal Conservancy	Design, Permitting and Construction of Bathrooms and Showers on Anchor Way	\$567,000	\$450,000	\$117,000 (inkind)
<b>Port Infrastructure Development Grant (PIDP) 2022</b>	ODOT - Maritime Administration	Construction of a new seawall	\$9,208,207	\$7,366,566	\$1,841,641 (\$321,196 met)
<b>Port Infrastructure Development Grant (PIDP) 2024</b>	ODOT - Maritime Administration	Construction of Citizens Dock	\$10,000,000	\$8,000,000	\$2,000,000
<b>Harbor Mitigation Grant Program (HMGP)</b>	FEMA and Cal OES	1) Identify Highest best use of developable properties; 2) Design, Engineering & Studies	\$1,500,000	\$1,350,000	\$150,000 (\$50,000 met.)



**4. Authorize the Board Chair to sign the MARAD PIDP 2022 Grant Agreement.**

***Public Comment?***



**December 10, 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**

**RE: MARAD PIDP 2022 Grant Contract for Review, Discussion and Signing**

**Recommended Action: Authorize the Board Chair to sign the MARAD PIDP 2022 Grant Agreement**

Hello Commissioners,

Attached is the updated MARAD PIDP 2022 Grant Agreement provided by MARAD on 12\_2\_2025. This is the version of the Agreement that is going through the MARAD final signoff process and will then be sent to the Board President for signature.

This agenda item is requesting the Board vote to authorize the Board President to sign the agreement when MARAD requests that signature this week or next.

The 2022 PIDP grant is for construction of a new Seawall.

Harbormaster/CEO Mike Rademaker and I have been working with MARAD staff to ensure the current anticipated projects timeline is reflected in the Agreement.

<b>Milestone</b>	<b>Schedule Date</b>
Actual Engineering, Design & Permitting Start Date	October 18, 2023
Planned Grant Administration Start Date	January 1, 2026
Planned Engineering, Design & Permitting Completion Date	January 31, 2026
Planned Seawall Construction and Seafood Packing Area Renovation Start Date	May 1, 2026
Planned Seawall Construction and Seafood Packing Area Renovation Substantial Completion Date	February 28, 2027
Planned Grant Administration Substantial Completion Date	May 30, 2027

I will be in attendance via Zoom at the Board meeting and will be happy to answer any questions you may have.

Thank you,  
Mike Bahr

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**RE: PIDP FY24 MARAD - Crescent City Harbor District (2025-09-8) (10\_17\_25)**


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**From** Herdliska, Bryan (MARAD) <bryan.herdliska@dot.gov>

**Date** Tue 2025-12-02 12:21 PM

**To** Mike Bahr <mike.bahr@cssgrants.org>

**Cc** Mike Rademaker <mrademaker@ccharbor.com>

 2 attachments (164 KB)

PIDP FY22 Crescent City - (2025-12-2)ch1.docx; PIDP FY24 MARAD - Crescent City Harbor District (2025-12-2).docx;

Thanks,

Here are the updated P22 and P24 agreements. P22 is with our legal for one last look before we start our internal concurrence process and send it back to you for signature. The P24 one still needs review from Steve to make sure he does not see anything else we need in the statement of work, and then to legal for a first review. Since I used a lot of the changes legal made on your P22 agreement, I hope the initial legal review of P24 will go smoothly without much changes needed.

-Bryan

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**From:** Mike Bahr <mike.bahr@cssgrants.org>

**Sent:** Tuesday, December 2, 2025 12:33 PM

**To:** Herdliska, Bryan (MARAD) <bryan.herdliska@dot.gov>

**Cc:** Mike Rademaker <mrademaker@ccharbor.com>

**Subject:** PIDP FY24 MARAD - Crescent City Harbor District (2025-09-8) (10\_17\_25)

**CAUTION:** This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Bryan,

Great call today, thank you.

Attached is the FY24 contract with our most recent markups which includes adding the schedule.

Thank you,

Mike

**U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)**

MARAD FY 2022 PIDP Grant No. 693JF72344010

702232PIDG 2026 1SR2344010 0000150000 41010 61006600 — \$7,366,566

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the Crescent City Harbor District (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the Seawall Replacement Project.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grants,” dated November 24, 2025, which is available at <https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
SPECIAL TERMS AND CONDITIONS**

**2.1 None**

**SCHEDULE A  
ADMINISTRATIVE INFORMATION**

**1. Application.**

Application Title: Crescent City Harbor District – Seawall Replacement

Application Date: May 12, 2022

**2. Recipient's Unique Entity Identifier.**

Recipient's Unique Entity Identifier: J2TBA1ALH3Q6

**3. Recipient Contact(s).**

Mike Rademaker  
Chief Executive Officer (CEO) and Harbormaster  
Crescent City Harbor District  
101 Citizen's Dock Road  
Crescent City, CA 95531-4435  
(707) 464-6174  
[mrademaker@ccharbor.com](mailto:mrademaker@ccharbor.com)

and

Kristina Hanks  
Office Manager  
Crescent City Harbor District  
101 Citizen's Dock Road  
Crescent City, CA 95531-4435  
(707) 464-6174  
[khanks@ccharbor.com](mailto:khanks@ccharbor.com)

**4. Recipient Key Personnel.**

None.

**5. MARAD Project Contact(s).**

Kelly Mitchell-Carroll  
Grants and Cooperative Agreements Officer  
DOT – Maritime Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590  
MAR-380  
W26-422  
Mailstop 5

(202) 366-9714  
k.mitchell-carroll@dot.gov

and

David Bohnet  
Grant Management Division Chief  
DOT – Maritime Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590  
MAR-510  
W21-226  
Mailstop 3  
(202) 366-0586  
david.bohnet@dot.gov

**6. Payment System.**

MARAD Payment System: Delphi eInvoicing System

**7. Office for Subaward and Contract Authorization.**

MARAD Office for Subaward and Contract Authorization: None

**8. Federal Award Identification Number.**

Federal Award Identification Number: 693JF72344010

## SCHEDULE B PROJECT ACTIVITIES

### 1. General Project Description.

The Project includes the construction of a new seawall, the repair and renovation of a seafood packing and truck loading area, the replacement of cargo handling equipment that is currently atop the existing seawall, and the installation of electrical infrastructure to power the cold storage trailers used to move seafood products to market.

### 2. Statement of Work.

This Project will fund construction of a new seawall to protect Citizen's Dock Road; repair and renovate the seafood packing and trucking area damaged by seawater inflow; and replace the aged cargo handling equipment atop the seawall to improve the safety, efficiency, and reliability of loading and unloading of goods at the port and improve port resilience.

The Project consists of three components:

#### Component 1 – Grant Administration

- Meetings with USDOT and other Federal, State, and Local Agencies and community stakeholders to ensure Project process meets all applicable Federal requirements and meets all Federal transportation requirements.
- Hold public involvement meetings, which will continue throughout the Project.
- Prepare final construction bid packages.
- Release the construction bid package and advertise
- Project and bid construction availability.
- Receive bid responses. Review bid responses for inclusion of all required submission documents and requirements. Review bid responses to ensure they comply with applicable Federal requirements.
- Review past performance of bid responders and meet with responders to answer technical questions, bid items, etc.
- Hold public meeting and award bids.
- Finalize and sign all Project partnership and implementation agreements.
- Administration of the project during the construction phase and closeout.
- Continue with all post grant agreement obligation required activities as required by the General Terms and Conditions.

#### Component 2 – Engineering, Design & Permitting

- Complete final technical and engineering design of the Project.
- Finalize Project costs.
- Secure all State and local approvals and construction permits.
- Complete all requirements for Federal NEPA review.

Component 3 – Seawall Construction and Seafood Packing Area Renovation

- Reconstruction and elevation of the seawall with a structure that will withstand 50-year tsunami event tidal surges and other climate-related natural hazards, to include the following elements:
  - Demolition of the existing seawall.
  - Demolition of the existing rusted hoist that is atop the current seawall.
  - Remove the asphalt/cement parking layer of the land behind the seawall.
  - Refill the area by replacing the dirt, rocks, and fill that have washed out.
  - Apply new asphalt to that area and seal the asphalt.
  - Furnish and install bollards, fenders, and related utilities (electrical, water & fire)
- Repair/renovate seafood packing/trucking area to include the following elements:
  - Redesign the truck parking and seafood packing area to increase the number of trucks the area can hold.
  - Install electrical infrastructure to power the cold storage trailers.
  - Install two new hoists to improve movement of goods in the port.
- Replace cargo handling equipment: hoists.

**3. Documents Describing Mitigation Activities.**

Document Description	Date
MARAD Finding of No Significant Impact (FONSI) and accompanying Environmental Assessment (EA).	November 14, 2025
Section 106 Consultation correspondence with Elk Valley Rancheria: Elk Valley Rancheria request to be notified if any inadvertent discoveries are made during the course of the Project.	November 14, 2024

**SCHEDULE C  
AWARD DATES AND PROJECT SCHEDULE**

**1. Award Dates.**

Budget Period End Date: December 26, 2027

Period of Performance End Date: December 26, 2027

**2. Estimated Project Schedule.**

<b>Milestone</b>	<b>Schedule Date</b>
Actual Engineering, Design & Permitting Start Date	October 18, 2023
Planned Grant Administration Start Date	January 1, 2026
Planned Engineering, Design & Permitting Completion Date	January 31, 2026
Planned Seawall Construction and Seafood Packing Area Renovation Start Date	May 1, 2026
Planned Seawall Construction and Seafood Packing Area Renovation Substantial Completion Date	February 28, 2027
Planned Grant Administration Substantial Completion Date	May 30, 2027

**3. Special Milestone Deadlines.**

None.

**SCHEDULE D  
AWARD AND PROJECT FINANCIAL INFORMATION**

**1. Award Amount.**

PIDP Grant Amount: \$7,366,566

**2. Federal Obligation Information.**

Federal Obligation Type: Single

**3. Approved Project Budget.**

**Eligible Project Costs**

	<b>Grant Administration</b>	<b>Engineering, Design &amp; Permitting</b>	<b>Construction</b>	<b>Total</b>
PIDP Funds:	\$243,600	\$332,000	\$6,790,966	\$7,366,566
State Funds:	\$0	\$321,196	\$0	\$321,196
Non-Federal Funds:	\$60,900	\$0	\$1,459,545	\$1,520,455
<b>Total:</b>	<b>\$304,500</b>	<b>\$653,196</b>	<b>\$8,250,511</b>	<b>\$9,208,207</b>

**4. Cost Classification Table.**

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Eligible Costs</b>
Administrative and legal expenses	\$304,500	<b>\$304,500</b>
Architectural and engineering fees	\$415,000	<b>\$415,000</b>
Other architectural and engineering fees	\$125,000	<b>\$125,000</b>
Project inspection fees	\$125,000	<b>\$125,000</b>
Site work	\$2,000,000	<b>\$2,000,000</b>
Demolition and removal	\$760,000	<b>\$760,000</b>
Construction	\$3,972,402	<b>\$3,972,402</b>
Equipment	\$305,000	<b>\$305,000</b>
Contingency	\$1,201,305	<b>\$1,201,305</b>
<b>Project Total</b>	<b>\$9,208,207</b>	<b>\$9,208,207</b>

**5. Approved Pre-award Costs**

The Recipient sent a written request to MARAD on January 9, 2023, for pre-award approval authority to begin incurring certain pre-award costs for design of its Port Infrastructure Development Program (PIDP) Seawall Replacement Project. Crescent City Harbor District requested pre-award costs authorization for \$245,000 in non-Federal funds. On January 25, 2023, MARAD approved the Recipient's request to begin incurring certain pre-award costs pursuant to 2 CFR 200.458 and 46 U.S.C. §

54301(a)(10)(B), to allow the Recipient to begin engineering activities for design advancement and environmental reviews and activities necessary for NEPA approval up to the following limits:

- Preliminary Engineering & Design: \$120,000
- Environmental Review & Activities: \$125,000
- **Total: \$245,000**

The pre-award costs will be eligible to count towards the Recipient's cost share, assuming such costs would have been allowable if incurred after the date of the Federal award.

**SCHEDULE E**  
**CHANGES FROM APPLICATION**

**Scope:** None.

**Schedule:** None.

**Budget:** None.

**SCHEDULE F  
PIDP DESIGNATIONS**

**1. Urban or Rural Designation.**

Urban-Rural Designation: Rural

**2. Capital or Planning Designation.**

Capital-Planning Designation: Capital

**3. Funding Act.**

Funding Act: IIJA

**SCHEDULE G  
 PIDP PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Citizen’s Dock in the Crescent City Harbor District, California.

**Baseline Measurement Date:** May 1, 2025 – April 30, 2026

**Baseline Report Date:** July 1, 2026

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Vessel Calls	Economic Competitiveness and Opportunity  The number of vessels calling to the area defined in the Project study area. Must be reported in total and disaggregated by any of the following where applicable: vessel type (e.g., container, bulk, ro-ro, LNG), freight capacity, vessel length, or other.	Quarterly
Cargo Dwell Time	Economic Competitiveness and Opportunity, Mobility and Community Connectivity  Average Cargo Dwell Time (Hours per Ton or TEU). Dwell Time is defined as the time between cargo arrival and departure (by vessel, truck, or rail).	Quarterly
Closure From Natural Hazards	State of Good Repair  Total Hours of Facility Closure per Year. A closure is defined as when a natural hazard prevents a facility from continuing daily operations or service.	Quarterly

**SCHEDULE H  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with the free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
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**2. Supporting Narrative.**

When the construction RFP goes out to bid, the Recipient will require implementation of local hire agreements and the use of registered apprenticeships by contractors and subcontractors on the Project.

**RECIPIENT SIGNATURE PAGE**

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CRESCENT CITY HARBOR DISTRICT

\_\_\_\_\_ By: \_\_\_\_\_  
Date Signature of Recipient's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**MARAD SIGNATURE PAGE**

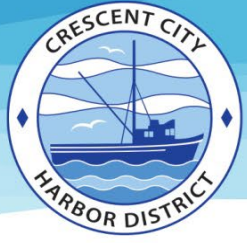
MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF  
TRANSPORTATION MARITIME  
ADMINISTRATION

\_\_\_\_\_ By: \_\_\_\_\_  
Date Signature of MARAD's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



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

***Public Comment?***



- 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.**

***Public Comment?***



## **Staff Note: Clarification Regarding Ordinance Code Revision Process**

In recent days, the Harbor District has received several calls regarding proposed revisions to the Crescent City Harbor District Ordinance Code. These concerns appear to arise from an erroneous posting from an unreliable online source that mischaracterized the actions taken at the November 12, 2025 Board meeting. Contrary to those claims, the Board did not adopt, amend, or introduce any ordinance at that meeting; it simply reviewed ongoing draft revisions and provided direction to staff.

Here is how the matter was agendized:

### **Agenda Item #6 (November 12, 2025):**

**“Consider further revisions to CCHD Ordinance Code and Fee Schedule and approve pre-publication draft.”**

The agenda item’s operative language: **“pre-publication draft,”** made clear that the document was not ready for introduction or publication, and that the Board’s discussion was necessarily limited to preliminary editing rather than any step toward adopting an ordinance. The Board’s action authorized staff and counsel to continue preparing a pre-publication draft, not to initiate any portion of the formal ordinance adoption process. No ordinance was introduced, no first reading took place, no publication occurred, and no vote to adopt or amend any ordinance was scheduled or conducted.

The Board’s upcoming December 10, 2025 meeting has been agendized to continue this process, providing explicit clarity that no final action will be taken at this stage.

### **Agenda Item #6 (December 10, 2025):**

**“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.”**

## Proper Procedure Under Harbors & Navigation Code § 6070 and § 6070.2

State law requires a very specific sequence before an ordinance may be adopted. Under California Harbors & Navigation Code:

### **§ 6070 (Ordinances):**

*“Except as otherwise provided in Section 660, the board may pass all necessary ordinances for the regulation of the district, including, but not limited to, ordinances to provide for the protection and safety of persons or the property of persons using district facilities, and persons and property in and upon waters subject to the jurisdiction of the district, and adjacent property owned or controlled by the district.*

### **§ 6070.2. (Notice of proposed ordinance; publication)**

*Before any ordinance may be adopted, the violation of which shall be a misdemeanor, a notice shall be published once in a newspaper of general circulation published within the district, or if none, in any newspaper of general circulation published in the county in which the district, or a part thereof, is located, 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 20 days from the date of publication of such notice, on which the board will meet for the purpose of adopting the ordinance. The ordinance shall become effective immediately upon adoption by the board, unless another effective date is set forth by the board.*

References: <https://law.justia.com/codes/california/code-hnc/division-8/part-3/chapter-2/article-3/section-6070/>

and

<https://law.justia.com/codes/california/code-hnc/division-8/part-3/chapter-2/article-3/section-6070-2/>

Because the draft Ordinance Code still requires additional edits and fee schedule adjustments, **the District has not yet begun the publication process.** Depending on Board direction, several additional meetings may be required before a final version is approved for publication. The online claims that the Harbor District adopted ordinances on November 12, 2025, or failed to follow required procedures are incorrect. The Board’s action was strictly preparatory and limited to internal drafting, a process that will continue with the upcoming December 10, 2025 meeting.

Look at item  
 Better than CCHD /Also considering adding to CCHD  
 Worse than CCHD  
 Maybe at to CCHD

Fee Item	Crescent City	Fee Items not on CCHD	Brookings	Woodley Island
<b>Storage</b>				
Storage in Designated Spaces	\$200 per month			
Storage in North Yard (per item or pair, NTE 325 sq ft)	\$85 per month	per square foot, monthly	\$0.12/mth	\$0.30/sq ft/mo, \$50 minm
		per square foot, annual		\$0.27/sq ft/mo
		outrigger pole storage	\$20/month	
		Work Yard - Temporary		\$1.25/sq ft/day
Failure to Vacate Storage Space When Required	\$350 per month			
Vessel Dry Storage	\$3 per foot (34' and under) / \$3.25 for 35'+, \$50 min			
Trailer Inside of Storage Area	\$85 per month		\$10/day \$100/mth	
<b>Concession Fees/Signage</b>				
Special Event Fee Schedule A	\$120 per 4 hour event - Up to 1,000 sq. ft.			
Special Event Fee Schedule B	\$180 per 4 hour event - Up to 2,500 sq. ft.			
Special Event Fee Schedule C (minimal staff)	\$600 per day + staff time, \$300 deposit			
Special Event Fee Schedule C (Harbor staff involvement)	\$1,200 per day + staff time, \$600 deposit			
Concession Fee for Food Carts	\$30 per day (4 hours)			
Concession Fee for Food Trucks	\$30 per day (4 hours)			
Concession Fee for Non-Food Sales	\$30 per day (4 hours)			
Concession Fee for Food Sales	\$30 per day (4 hours)			
Concession Fee for Dockside Sales of Seafood	\$30/day or \$150/month or \$1,200 annual			
Concession Fee for Wholesale Purchase of Seafood	\$14,400 Annual fee + poundage fees			
Daily Permit Fees for Filming / Still Photography	\$480/day filming / \$120/day still			
Wayfinding Signage (single entry marker)	\$120 Quarterly			
		Boardwalk, per day	\$ 756.00	
		Boardwalk Extension/Grass Area, per day	\$ 360.00	
		Saturday market, per vendor, per day	\$ 20.00	
		Parking Lot, per square foot, per day	\$ 0.01	
		Stage, per day	\$ 100.00	
		Grass Lot area per day		\$ 250.00
<b>Maintenance and Crew Services</b>				

Personnel/Labor	\$180 per hour (0700–1530, 1 hr min)		\$100/hr	
Personnel/Labor	\$300 per hour (1530–0700, 1 hr min)		\$120/hr	
Forklift	\$120 per hour (1/2 hr min, includes operator)		\$80/hr	\$70/1st hr, \$40 after
Backhoe	\$180 per hour (1/2 hr min, equipment only)			
Mobile Crane	\$240 per hour (1/2 hr min, equipment only)			
Port Small Boat	\$150 per hour (1/2 hr min, equipment only)		\$159/hr	
Port Landing Craft	\$225 per hour (1/2 hr min, equipment only)			
Lay Days in Self-Help Area	\$2.00 per foot daily (\$20 min)			
Boat Stands at Harbor	\$12 per stand, monthly			
Work Dock	\$40 per day plus moorage (3 free days/year)			
Boat Pump Out by District Staff	\$200 per hour (2 staff included)	Bilge		\$20/pump less than 50 gals
		Sewage		Free
		Emergency Pump Out		\$ 100.00
Boat Pump Rental	\$24/day electric / \$60/day gasoline + personnel cost			
Waste Oil / Bilge Water Disposal	\$2.25 per gallon + labor		Time and materials	
Oil Absorbing Pads	\$3 per pad			
		Telehandler	\$159/hr	
		Port Truck	\$80/hr	
		Welding Machine	\$80/hr	
		Welding Plug	\$25/day	
		Boat/Trailer Storage - max 10 days	\$10/day	
		Boat/Trailer Storage - per month	\$100/mth	
		Gear Storage - per sq ft	\$0.12/mth	
		Clean up	Time and Materials	
		Disposal Fees		
		Waste oil	No charge	
		oil-water mix - per gallon	time and materials	
		Net/Gear Disposal - per pound	Time and Materials	
		Garbage - per pound	Time and Materials	
		Port Labor		
		All port labor including admin staff	\$100/hr	
		Overtime	\$120/hr	
		Emergency call-out	\$200/hr	
		Permit to Sell Fish From Boat	\$200/yr	\$ 100.00
		Abandoned/Derelict Vessel Disposal	cost plus 10%	

**Vessels and Marina**

Launch Fee	\$7 daily / \$60 monthly / \$180 annual	Line Replacement - per rope	Time and materials	
			\$7/daily discounted rate	
		annual pass- jan-june, to remainder of	\$ 210.00	\$168
		july-sept, to remainder of year	\$ 140.00	\$112
		oct-dec, to remainder of year	\$ 105.00	\$84
		discounts for local residents, senior over 65, veterans		
Vessel Inspection & Documentation Fee	\$240 annually			\$ 50.00 one time fee
Live Aboard Fees	\$240/mo up to 2 persons; \$120 per person thereafter		\$95 1st person/ \$95 each add	no charge
Charter Boat Fee (9 passengers or less)	\$600 w/annual moorage / \$900 w/o		\$200 w/annual moorage	
Charter Boat Fee (10 passengers or more)	\$1,200 w/annual / \$1,800 w/o		\$300 w/o annual moorage	
Anchorage Fee	\$15 per day			
Boat Without Insurance	\$180		N/A	\$ 100.00
Electric Meter Admin Fee	\$30/month (waived if auto-pay/pre-pay)			
Annual Parking Permit - Commercial Fishing	\$90/year (2 incl. w/slip rent)			
Annual Parking Permit - Recreational Fishing	\$120/year (1 incl. w/slip rent)			
Showers	No charge (tenants only)			\$0.50/6 mins
		Washer		\$2.50/load
		Dryer		\$0.25/7 mins
		Soap Dispenser		\$1.00/box
		Fish Sales Permit		\$ 100.00
		Electric Plug		
		Kayak - monthly		\$15/mo
		kayak - yearly		\$150/yr
		Parking Lot Space		
		Daily		\$ 2.25
		Monthly		\$ 30.00
		Annual		\$ 200.00
<b><u>Administrative/Office</u></b>				
Copies	\$0.50 per page	Copies of Record/B&W	\$0.25/page	
		Attorney Review	At cost	
Electronic Media Copies	Actual cost of duplication			
Meeting Agendas	No charge (email, fax, or pick-up)			
Sending/Receiving Faxes	\$1 per page			
Clerical Processing Fee (General)	\$90 per hour		\$ 35.00	

Clerical & Legal Processing Fee (Revocations)	\$425			
Clerical & Legal Processing Fee (Lease Mods)	\$900			
Paper Billing Fee	\$12 per mailed statement / \$10 for pick-up			
CEQA Fee	\$600 deposit (subject to change)			
Late Fee	\$30 per month per invoice		3%	
		Balance 5-50		\$ 10.00
		balance50.01-100		\$ 15.00
		Balance 100+		\$ 25.00
Electronic Key Fob	\$42		\$20 (restroom)	
Returned Check	\$30 first / \$60 subsequent		\$ 50.00	
		Research and Computer Time-written r	\$ 35.00	
		Administrative Fee	\$ 35.00	
		Notice Posting. Non-payment of lease/	\$ 35.00	
		Failure to Register. R/T unregistered bo	\$ 35.00	
		Late Fee - per month interest rate (past	3%	
		POV Mileage Reimbursement Rate	Per IRS	
		Impound Seizure Fee - Vessel	825	
		Car/Truck/Trailer/RV, plus tow fee	300	
		Background Check	30	
		Wait List Application	75	
		Transfer List	25	
		Security Camera Footage Review, per h	35	
		Bar Camera Sponsorship, per month	100	
		Wi-Fi Access		
		Events, per day	50	
		moorage holders, per month	10	
		moorage holders, annual	100	
		Merchant Fees, all debit/credit card tra	3%	
<b>Ordinance Violations</b>				
Parking Violation - Schedule A	\$35			
Parking Violation - Schedule B	\$250			
Civil Infraction - Schedule A	\$100			
Civil Infraction - Schedule B	\$250			
Civil Infraction - Schedule C	\$500			

Criminal Misdemeanor - Schedule A  
Criminal Misdemeanor - Schedule B  
Escalation Fee

\$500  
\$1,000  
30 days late +50%, 60 days late +100%

	<u>CCHD</u>	<u>Brookings</u>	<u>Woodley Island</u>
Commercial Retail			
Warehouse - Shop/Storage, per sq ft		\$ 0.63	
Commercial Docks, per sq ft		\$ 0.82	
Surfaced Concrete, per sq ft		\$ 0.66	
Surfaced Asphalt, per sq ft		\$ 0.39	
Retail Center, per sq ft		\$ 1.39	
Bare Ground, per sq ft		\$ 0.12	
Outdoor Deck, per sq ft		\$ 0.16	
Port Meeting Room Suite 202			
- Daily rate from 8am-8pm		\$ 55.00	\$50-1/2 day \$75 all day
Conference Room - weekend, after 5 or holiday			\$300

**Insurance Certificate Limits**

Leases/Tenants

General Liability, Each Occurrence

Damage to Rented Premises (each occurrence)

Medical Expenses ( any one person)

Personal and Adverse Injury

General Aggregate

Products - Comp/Op Aggregate

Moorage & Transient Vessels

Commercial Vessels

Marine/Watercraft General Liability

must include wreckage removal and fuel spill liability

port must be listed as additional insured

Recreational Vessels

Marine/Watercraft General Liability

must include wreckage removal and fuel spill liability

port must be listed as additional insured

Charter/Guide Vessels

Marine/Watercraft General Liability

must include wreckage removal and fuel spill liability

port must be listed as additional insured

**CCHD**

**Brookings**

	\$ 2,000,000.00
	\$ 3,000,000.00
	\$ 5,000.00
	\$ 2,000,000.00
	\$ 2,000,000.00
	\$ 2,000,000.00
	\$ 500,000.00
	\$ 500,000.00
	\$ 500,000.00

**Crescent City**

<b>Landing Fees</b>	Example	
	Per Pound	1,0000 lbs
Coonstripe Shrimp	\$ 0.0275	\$ 27.50
Crab	\$ 0.0220	\$ 22.00
Hagfish	\$ 0.0044	\$ 4.40
Groundfish (Nearshore)	\$ 0.0138	\$ 13.75
Groundfish (Trawl)	\$ 0.0044	\$ 4.40
Pacific Whiting/Hake	\$ 0.0003	\$ 0.28
Pink Shrimp	\$ 0.0028	\$ 2.75
Sablefish	\$ 0.0165	\$ 16.50
Salmon	\$ 0.0330	\$ 33.00
Tuna	\$ 0.0010	\$ 0.99
All other	\$ 0.0055	\$ 5.50

**Brookings**

Public Dock Hoist/Landing Fees

Equipment/Materials Loading/offloading/hour	Max 600lb	\$	40.00
Fish/Crustaceans	Max 600 lb	\$	0.06

**Landing Fees**

Per pound

Crab	\$	0.010
Fish, Shrimp and other species	\$	0.005

Example

1,000

\$ 10.00

\$ 5.00

Crescent City  
Commercial

	If charged by	75.6	42.4	25.8	11.4	0.7	
Dock	Slip Length	Annual	Semi-Annual	Quarterly	Monthly	Weekly	Daily
A	70'	\$ 5,292.00	\$ 2,974.00	\$ 1,806.00	\$ 798.00		\$ 53.00
B	60'	\$ 4,536.00	\$ 2,549.00	\$ 1,548.00	\$ 684.00		\$ 46.00
C	50'	\$ 3,780.00	\$ 2,124.00	\$ 1,290.00	\$ 570.00		\$ 38.00
D/E	40'	\$ 3,024.00	\$ 1,699.00	\$ 1,032.00	\$ 458.00		\$ 30.00
F/G	30'	\$ 2,268.00	\$ 1,274.00	\$ 774.00	\$ 342.00		\$ 30.00
		\$ 47.30					
Recreational		annual		monthly		weekly	daily
	< 20'	\$ 947.00		\$ 285.00		\$ 114.00	\$ 19.00
	21'-25'	\$ 1,183.00		\$ 285.00		\$ 114.00	\$ 19.00
	26'-30'	\$ 1,500.00		\$ 285.00		\$ 114.00	\$ 19.00

RV Park Rates

January - April

Daily	pull thru	\$ 50.00
	back in	\$ 40.00

May - September

Daily	pull thru	\$ 70.00
	back in	\$ 60.00

May-September Nightly Holiday May 23-26, July 3-6, August 29-31

Daily		\$ 80.00
-------	--	----------

October - December

Daily	pull thru	\$ 65.00
	back in	\$ 55.00

Transaction Fee		2.50%
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Brookings						
Power & Water	Commercial - Annual	Annual	Semi-Annual	Month	Weekly	Daily
Charged by Foot	\$ 51.87	\$ 58.26	\$ 33.19	\$ 14.61	\$ 4.87	\$ 0.83
Price Comparison						
70	\$ 3,630.90	\$ 4,078.20	\$ 2,323.30	\$ 1,022.70	\$ 340.90	\$ 58.10
60	\$ 3,112.20	\$ 3,495.60	\$ 1,991.40	\$ 876.60	\$ 292.20	\$ 49.80
50	\$ 2,593.50	\$ 2,913.00	\$ 1,659.50	\$ 730.50	\$ 243.50	\$ 41.50
40	\$ 2,074.80	\$ 2,330.40	\$ 1,327.60	\$ 584.40	\$ 194.80	\$ 33.20
30	\$ 1,556.10	\$ 1,747.80	\$ 995.70	\$ 438.30	\$ 146.10	\$ 24.90
20	\$ 1,037.40	\$ 1,165.20	\$ 663.80	\$ 292.20	\$ 97.40	\$ 16.60
25	\$ 1,296.75	\$ 1,456.50	\$ 829.75	\$ 365.25	\$ 121.75	\$ 20.75
30	\$ 1,556.10	\$ 1,747.80	\$ 995.70	\$ 438.30	\$ 146.10	\$ 24.90
No Power		\$ 56.42	\$ 32.14	\$ 14.16	\$ 4.72	\$ 0.80

RV Park		
Peak season - April 1 - October 31		
Daily	pull thru full hook up	\$ 60.00
	back in full hook up	\$ 52.00
	partial hook-up	\$ 43.00
	Dry camping	\$ 39.00
Weekly	pull thru full hook up	\$ 360.00
	back in full hook up	\$ 312.00
	partial hook-up	\$ 258.00
	Dry camping	\$ 234.00
Off season - November 1 - March 31		
Daily	pull thru full hook up	\$ 51.00
	back in full hook up	\$ 44.00
	partial hook-up	\$ 38.00
	Dry camping	\$ 34.00
Weekly	pull thru full hook up	\$ 306.00
	back in full hook up	\$ 264.00
	partial hook-up	\$ 228.00
	Dry camping	\$ 204.00
July 4th - 3 night minimum		
Daily	pull thru full hook up	\$ 109.00
	back in full hook up	\$ 97.00
	partial hook-up	\$ 63.00
	Dry camping	\$ 55.00
Other Holidays Labor Day, Memorial Day 3 night min. other holiday 2 night min		
Daily	pull thru full hook up	\$ 64.00
	back in full hook up	\$ 55.00
	partial hook-up	\$ 44.00
	Dry camping	\$ 41.00

Non-refundable transaction fee	\$	10.00
Early check in/late out	\$	10.00
Firewood, per bundle	\$	7.00
Extra Vehicle, per day	\$	7.00
Trailer Storage (boat, car, atv) per day	\$	10.00

also add 30 day stay?

Woodley Island Marina - Eureka

<b>Transient</b>		Monthly	Weekly	Daily	<b>Permanent</b>		Annual	Monthly		
Charged by	\$	13.68	\$	4.56	1	Charged by Foot	\$	85	\$	7.60
Price Comparison					Price Comparison					
70	\$	957.60	\$	319.20	62	70	\$	5,964.00	\$	532.00
60	\$	820.80	\$	273.60	53	60	\$	5,112.00	\$	456.00
50	\$	684.00	\$	228.00	44	50	\$	4,260.00	\$	380.00
40	\$	547.20	\$	182.40	35	40	\$	3,408.00	\$	304.00
30	\$	410.40	\$	136.80	26	30	\$	2,556.00	\$	228.00
20	\$	273.60	\$	91.20	18	20	\$	1,704.00	\$	152.00
25	\$	342.00	\$	114.00	22	25	\$	2,130.00	\$	190.00
30	\$	410.40	\$	136.80	26	30	\$	2,556.00	\$	228.00

**ORDINANCE 52-2023 - EXHIBIT 1 - TABLE 13.200: CRESCENT CITY HARBOR DISTRICT FEE SCHEDULE**

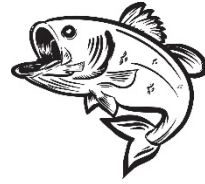
<b>ITEM DESCRIPTION</b>	<b>RATE</b>
<b>Storage</b>	
Storage in Designated Spaces	\$200 per month (Harbormaster determines availability and any special rates)
Storage in North Yard (per item or pair, not to exceed 325 sq. ft.)	\$85 per month
Failure to Vacate Storage Space When Required	\$350 per month
Vessel Dry Storage	\$3 per foot, monthly (34' and under) / \$3.25 for 35' and up, \$50 min
Trailer Inside of Storage Area	\$85 per month
<b>Concession Fees / Signage</b>	
Special Event Fee Schedule A (open to public, requires no Harbor District staff)	\$120 per 4 hour event - Up to 1,000 square feet
Special Event Fee Schedule B (open to public, requires no Harbor District staff)	\$180 per 4 hour event - Up to 2,500 square feet.
Special Event Fee Schedule C (public or private, minimal Harbor District staff involvement, staff time billed at regular rates in addition to base \$500 \$600 fee)	\$600 per day; plus actual staff time & expenses, \$300 non-refundable deposit for staff time. Up to 5,000 square feet.
Special Event Fee Schedule C (public or private, Harbor District staff involvement billed at regular rates in addition to base \$1000 \$1,200 fee)	\$1,200 per day; plus actual staff time & expenses, \$600 non-refundable deposit for staff time. Up to 10,000 square feet.
Concession Fee for Food Carts – no electricity, no more than 100 square feet, contingent on Health Dept. inspection and approval	\$30 per day (4 hours)
Concession Fee for Self-Contained Food Trucks – no electricity, no more than 500 square feet, contingent on Health Dept. inspection and approval	\$30 per day (4 hours)
Concession Fee for Non-Food Sales on District Property - no electricity, no lease, three days or more, no more than 100 square feet	\$30 per day (4 hours)
Concession Fee for Food Sales on District Property - no electricity, no lease, three days or more, contingent on Health Dept. inspection and approval	\$30 per day (4 hours)
Concession Fee for Dockside Sales of Seafood	\$30/day (4 hours) / \$150/month / \$1,200 annual
Concession Fee for Wholesale Purchase of Seafood Products (without a hoist lease)	\$600 Clerical and Legal Processing Fee \$14,400 Annual fee, plus standard poundage fees
Daily Permit Fees for Filming / Still Photography	\$480 per day filming / \$120 per day still photography
Commercial Displays or Demonstrations	To be negotiated by Harbormaster per event
Commercial Vehicle, Vessel or RV Displays	To be negotiated by Harbormaster per event
Wayfinding Signage (single entry marker)	\$120 Quarterly
<b>Maintenance and Crew Services</b>	
Personnel / Labor	\$180 per hour between 0700 and 1530 (1 hour minimum) \$300 per hour between 1530 and 0700 (1 hour minimum)
Forklift	\$120 per hour (minimum 1/2 hour), includes operator
Backhoe	\$180 per hour (minimum 1/2 hour), equipment only
Mobile Crane	\$240 per hour (minimum 1/2 hour), equipment only
Port Small Boat	\$150 per hour (minimum 1/2 hour), equipment only
Port Landing Craft	\$225 per hour (minimum 1/2 hour), equipment only
Lay Days in Self-Help Area	\$2.00 per foot, daily (\$20 minimum per day)
Boat Stands at Harbor	\$12 per stand, monthly
Work Dock	\$40 per day plus moorage. Tenants allowed 3 free days per year.

Boat Pump Out by District Staff	\$200 per hour, includes two District Staff
Boat Pump Rental to CCHD Tenants (not available to general public)	\$24 per day for electric / \$60 per day for gasoline / personnel cost is extra
Waste Oil/ Bilge Water Disposal	\$2.25 per gallon plus labor charge
Oil Absorbing Pads	\$3.00 per pad

Vessels and Marina	
Launch Fee	\$7 Daily / \$60 Monthly /\$180 Annual
Vessel Inspection and Documentation Fee (annually)	\$240
Live Aboard Fees	\$240 per month for up to 2 persons; \$120 per person thereafter.
Charter Boat Fee (9 Passengers or less)	\$600 w/annual moorage contract (charter endorsement valid for 1 year) \$900 w/o annual moorage contract (charter endorsement valid for 1 year)
Charter Boat Fee (10 Passengers or more)	\$1200 w/annual moorage contract (charter endorsement valid for 1 year) \$1800 w/o annual moorage contract (charter endorsement valid for 1 year)
Anchorage Fee	\$15 per day
Boat Without Insurance	\$180
Electric Meter Administrative Fee	\$30 per month (waived if enrolled in auto-pay or pre-pay)
Annual Parking Permit - Commercial Fishing	\$90 per year (2 permits included with annual slip rent)
Annual Parking Permit - Recreational Fishing	\$120 per year (1 permit included with annual slip rent)
Showers	No charge (available to current marina tenants only)

Administrative/Office	
Copies	\$0.50 per page
Electronic Media Copies of Public Documents	Actual cost of duplication
Meeting Agendas: Email, Fax or Pick-up	No charge
Meeting Agendas: First Class Mail	Must provide stamped, self-addressed envelopes
Sending and Receiving Faxes	\$1.00 per page
Clerical Processing Fee (General)	\$90 per hour
Clerical & Legal Processing Fee (Revocations)	\$425
Clerical & Legal Processing Fee (Lease Modifications)	\$900
Paper Billing Fee	\$12 per mailed statement/invoice, \$10 for pick-up
CEQA Fee	\$600 deposit, subject to change depending on the extent of CEQA review
Late Fee	\$30 per month for each invoice
Electronic Key Fob	\$42
Returned Check	\$30 for first returned check, \$60 for subsequent returned checks

Ordinance Violations	
Parking Violation - Schedule A (standard unauthorized space)	\$35
Parking Violation - Schedule B (handicapped space, blocking fire hydrant, etc.)	\$250
Civil Infraction - Schedule A	\$100
Civil Infraction - Schedule B	\$250
Civil Infraction - Schedule C	\$500
Criminal Misdemeanor - Schedule A	\$500
Criminal Misdemeanor - Schedule B	\$1,000
Escalation Fee	30 Days Late: additional 50% fee, 60 Days Late: additional 100% fee



## Poundage

<b>Landings (by species)</b>	<b>Poundage Fee (cents per pound)</b>
<b>Coonstripe Shrimp</b>	2.7500
<b>Crab</b>	2.2000
<b>Hagfish</b>	0.4400
<b>Groundfish (Nearshore)</b>	1.3750
<b>Groundfish (Trawl)</b>	0.4400
<b>Pacific Whiting / Hake</b>	0.0275
<b>Pink Shrimp</b>	0.2750
<b>Sablefish</b>	1.6500
<b>Salmon</b>	3.3000
<b>Tuna</b>	0.9900
<b>[All Other]</b>	0.5500

**PORT OF BROOKINGS HARBOR  
APPROVED RATES  
JULY 1, 2024 to JUNE 30, 2025**

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# PORT OF BROOKINGS HARBOR

## APPROVED RATES

### JULY 1, 2024 to JUNE 30, 2025

**Section 1. Service Rates**

Rates apply to all Port of Brookings Harbor locations unless otherwise noted. Rates become effective July 1, 2023. Port owned equipment to be operated by port personnel. 30-minute minimum on all hourly rates. All port equipment rates include operator.

	<b>FY 2024-25 Rate</b>
A. <u>Forklift, 5 ton capacity</u>	
per hour .....	\$ 77.00
B. <u>12 K Telehandler</u>	
per hour .....	\$ 154.00
C. <u>Port Truck</u>	
per hour .....	\$ 77.00
D. <u>Port Boat</u>	
per hour .....	\$ 154.00
E. <u>Boat Pump Out</u>	
per hour .....	\$ 128.00
F. <u>Welding Machine</u>	
per hour .....	\$ 77.00
G. <u>Welding Plug</u>	
per day .....	\$ 22.00
H. <u>Boat / Trailer Storage</u>	
Fenced Area	
per day, maximum 10-days .....	\$ 10.00
per month .....	\$ 100.00
I. <u>Gear Storage</u>	
per SF per month .....	\$ 0.11
J. <u>Clean-Up</u>	
Fees will be charged for each man-hour at established rates	
Equipment charges are extra	Time and Materials
K. <u>Disposal Fees</u>	
1) Waste Oil .....	No Charge
2) Oil-Water Mix per gallon .....	Time and Materials
3) Net / Gear Disposal	
per pound .....	Time and Materials
4) Garbage, per pound .....	Time and Materials
L. <u>Port Labor</u>	
1) All Port Labor including administration staff	
per hour .....	\$ 100.00
2) Overtime, any service required outside established working hours	
per hour .....	\$ 120.00
3) Emergency call-out	
Any services requiring a port employee NOT currently on duty to report to duty after hours will be charged twice the normal rate	
per hour, minimum 1 hour .....	\$ 200.00
M. <u>Permit to Sell Fish from Boat, per year</u> .....	\$ 10.00
N. <u>Outside Crane Use on Port Property</u>	
Crane certification per OR/OSHA and Insurance required per Section 9A (Port approval prior to work)	

**PORT OF BROOKINGS HARBOR**  
**APPROVED RATES**  
**JULY 1, 2024 to JUNE 30, 2025**

**Section 2. Boat Yard**

A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water. All routine vessel maintenance must be scheduled through Port Office.

Haul-out includes one hour of in strap for boat wash. 1-hour minimum on hourly rates.

No long term storage rates for boats in the boat yard.

	<b>FY 2024-25 Rate</b>
<u>Boat Travel Lift 50 MT Capacity - Includes 1-Hour Boat Wash</u>	
A. Two Moves .....	\$ 670.00
B. Single Move .....	\$ 447.00
C. After Hours Move Surcharge .....	\$ 279.00
D. Boat Wash Additional Hour .....	\$ 78.00
E. Remain in Straps After 1-Hour with Port Approval, Per Hour .....	\$ 223.00
F. Trailers Lifts (Placing On or Removing), Plus Hourly Port Labor Rates May Apply .....	\$ 447.00
G. Yard Days	
Vessel per foot per day .....	\$ 1.50
Monthly Rate .....	\$ 0.75
Yard days include: tarps/visqueen, blocks, stands, power, water & trash	
H. Environmental Service Charge .....	10% of Total Invoice
Service charge includes stormwater pollution controls and testing.	
I. Outrigger Pole Storage	
Monthly Rate .....	\$ 20.00
J. Cleanup Charge .....	per hour at Port Labor & Material Rate(s)
Failure to cleanup laydown area	

# PORT OF BROOKINGS HARBOR

## APPROVED RATES

### JULY 1, 2024 to JUNE 30, 2025

**Section 3a. Sport Moorage Rate includes Voyage Trash, Power & Water**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length. Abuse of utilities will be charged according.

<u>A. Moorage Rate includes Power &amp; Water, per linear foot</u>	<b>FY 2024-25 Rate</b>
1) Daily .....	\$ 0.80
2) Weekly .....	\$ 4.73
3) Calendar Month .....	\$ 14.20
4) Semi-Annual .....	\$ 32.25
5) Annual .....	\$ 56.62
6) <i>Live-aboard. Monthly rate by agreement only.</i>	
a) First person .....	\$ 92.00
b) Each additional .....	\$ 92.00
<u>B. Charter Boats</u>	
Charter License, <i>annual rate per vessel</i>	
per boat with Annual Moorage Agreement (includes Launch Fee) .....	\$ 200.00
per boat without Moorage Agreement (includes Launch Fee) .....	\$ 300.00
<u>C. Dock Box - No New Dock Boxes</u>	
.....	
<u>D. Line Replacement, Hourly labor rate, half hour minimum</u>	
per cost of rope, <b>plus Port Labor</b> .....	Time and Materials
<u>E. Launch Fee</u>	
1) Daily .....	\$ 5.00
<u>F. Boat Launch Pass</u>	
1) Annual Boat Launch Pass	Discounted Rates
a) Jan - June, to remainder of year                     \$ 150.00	\$ 120.00
b) July - Sept, to remainder of year                     \$ 100.00	\$ 80.00
c) Oct - Dec, to remainder of year                     \$ 75.00	\$ 60.00

Discount for local residents, senior citizens (65 & over) & veterans - active, retired or disabled

**Section 3b. Sport Moorage with Voyage Trash and Water Only (No Power)**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length. Abuse of utilities will be charged according.

<u>A. Moorage, per linear foot</u>	
1) Daily .....	\$ 0.77
2) Weekly .....	\$ 4.59
3) Calendar Month .....	\$ 13.76
4) Semi-Annual .....	\$ 31.23
5) Annual .....	\$ 54.83

**Section 3c. Commercial and Charter Rates (includes voyage trash, power and water where available)**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length. Abuse of utilities usage will be charged according.

<u>A. Moorage, per linear foot</u>	
1) Daily .....	\$ 0.80
2) Weekly .....	\$ 4.73
3) Calendar Month .....	\$ 14.20
4) Semi-Annual .....	\$ 32.25
5) Annual .....	\$ 47.59

**PORT OF BROOKINGS HARBOR  
APPROVED RATES  
JULY 1, 2024 to JUNE 30, 2025**

**Section 4. Fuel**

Fuel pricing will be adjusted per purchase price. No discounts for credit card or charge purchases. Schedule below is mark-up above fuel purchase price.

	<b>FY 2024-25 Rate</b>
A. <u>Diesel, ULSD #2 Marine Blend</u>	
1) Fuel Rate, plus per gallon .....	\$ 0.39
B. <u>92 Pre Non Ethanol Gasoline</u>	
1) Fuel Rate, plus per gallon .....	\$ 1.26
C. <u>Fueling Over the Dock</u>	
per gallon .....	\$ 0.10
.....	

# PORT OF BROOKINGS HARBOR

## APPROVED RATES

### JULY 1, 2024 to JUNE 30, 2025

**Section 5. RV Park**

Reservations can be made online, by phone or in person. (Base Rate, State and County Lodging Tax not Included)

**A. Peak Season (Summer), April 1 - October 31**

	<b>FY 2024-25 Rate</b>
1) Daily	
• Pull thru full hook-up .....	\$ 58.00
• Back in full hook-up .....	\$ 50.00
• Partial hook-up .....	\$ 41.00
• Dry Camping .....	\$ 37.00
2) Weekly	
• Pull thru full hook-up .....	\$ 347.00
• Back in full hook-up .....	\$ 302.00
• Partial hook-up .....	\$ 246.00
• Dry Camping .....	\$ 221.00

**B. Off Season (Winter), November 1 - March 31**

1) Daily	
• Pull thru full hook-up .....	\$ 49.00
• Back in full hook-up .....	\$ 42.00
• Partial hook-up .....	\$ 36.00
• Dry Camping .....	\$ 32.00
2) Weekly	
• Pull thru full hook-up .....	\$ 296.00
• Back in full hook-up .....	\$ 252.00
• Partial hook-up .....	\$ 214.00
• Dry Camping .....	\$ 189.00

**C. July 4th Holiday, 3 night minimum**

1) Daily	
• Pull thru full hook-up .....	\$ 107.00
• Back in full hook-up .....	\$ 95.00
• Partial hook-up .....	\$ 61.00
• Dry Camping .....	\$ 53.00

**D. Other Holidays, (Labor and Memorial Days 3 night stay min. other holiday are 2 night min.)**

1) Daily	
• Pull thru full hook-up .....	\$ 62.00
• Back in full hook-up .....	\$ 53.00
• Partial hook-up .....	\$ 42.00
• Dry Camping .....	\$ 39.00

**E. Laundry Machines - Currently not available**

per load .....	When Available	\$ 2.00
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F. Non-refundable Transaction Fee .....	\$ 10.00
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**PORT OF BROOKINGS HARBOR  
APPROVED RATES  
JULY 1, 2024 to JUNE 30, 2025**

**Section 6. Commercial Retail**

<u>A. Warehouse - Shop/Storage</u>	<b>FY 2024-25 Rate</b>
per square foot .....	\$ 0.61
<u>B. Commercial Docks</u>	
per square foot .....	\$ 0.80
<u>C. Surfaced Concrete</u>	
per square foot .....	\$ 0.64
<u>D. Surfaced Asphalt</u>	
per square foot .....	\$ 0.38
<u>E. Retail Center</u>	
per square foot .....	\$ 1.35
<u>F. Bare Ground</u>	
per square foot .....	\$ 0.11
<u>G. Port Meeting Room Suite 202</u>	
Flat daily rate from 8am to 8pm .....	\$ 55.00

**PORT OF BROOKINGS HARBOR**  
**APPROVED RATES**  
**JULY 1, 2024 to JUNE 30, 2025**

**Section 7. Administration Fees**

Staff may require payment or deposit in advance of service. (ORS 192.440(4)(a))

<u>A. Public Records Request Fee Schedule</u>	<b>FY 2024-25 Rate</b>
1) Copies of Records, Black & White, 8X11, per page .....	\$ 0.25
5) Attorney Review .....	at cost
<u>B. Research and Computer Time</u>	
Written request required. Hourly rate, half-hour minimum, under 15 min not charge	\$ 35.00
<u>C. Administrative Fees</u>	\$ 35.00
<u>G. Notice Posting.</u> For non-payment of lease or moorage .....	\$ 50.00
<u>H. Failure to Register.</u> For research related to unregistered boats .....	\$ 25.00
<u>I. Returned Check Fee</u> .....	\$ 50.00
<u>J. Per Annum Interest Rate.</u> Applied to past due accounts .....	19%
<u>K. POV Mileage Reimbursement Rate (IRS)</u> .....	Current
<u>L. Impound Seizure Fee.</u> Vessel impounding .....	\$ 800.00
<u>M. Events on Port Property</u>	
1) Boardwalk, per day .....	\$ 735.00
2) Saturday Market, per vendor, per day .....	\$ 15.00
3) Parking Lot, per square foot, per day .....	\$ 0.01
<u>N. Impound Seizure Fee.</u> Car / Truck / Trailer/ <u>RV, plus tow fee</u> .....	\$ 275.00
<u>O. Background Check</u> .....	\$ 30.00
<u>Q. Waiting List Application</u> .....	\$ 75.00
1) Annual Renewal .....	\$ 25.00
<u>R. Transfer List</u> .....	\$ 25.00
<u>S. Security Camera Footage Review.</u> per hour .....	\$ 35.00

**PORT OF BROOKINGS HARBOR  
APPROVED RATES  
JULY 1, 2024 to JUNE 30, 2025**

**Section 8. Insurance Certificate Limits**

Effective July 1, 2021. Additional coverages may be required based upon business type and Port's discretion. *A certificate naming the Port as an additional insured is also required.*

<u>A. Leases / Tenants</u>	<b>FY 2024-25 Rate</b>
1) General Liability, Each Occurrence .....	\$ 2,000,000.00
2) Damage to Rented Premises (each occurrence) .....	\$ 300,000.00
3) Medical Expenses (any one person) .....	\$ 5,000.00
4) Personal and Adverse Injury .....	\$ 2,000,000.00
5) General Aggregate .....	\$ 2,000,000.00
6) Products - Comp/Op Aggregate .....	\$ 2,000,000.00
<b><u>B. Moorage &amp; Transient Vessels - Marine-Watercraft with Wreck Removal Policy and Port additional insured</u></b>	
1) Commercial Vessels	
a. Marine/Watercraft General Liability* .....	\$ 500,000.00
*Coverage to include wreckage removal and fuel spill liability	
2) Recreational Vessels	
a. Marine/Watercraft General Liability* .....	\$ 500,000.00
*Coverage to include wreckage removal and fuel spill liability	
3) Charter / Guide Vessels	
a. Marine/Watercraft General Liability* .....	\$ 500,000.00
*Coverage to include wreckage removal and fuel spill liability	

**PORT OF BROOKINGS HARBOR  
APPROVED RATES  
JULY 1, 2024 to JUNE 30, 2025**

**Section 9. Public Dock Hoist / Landing Fees**

Public Dock Hoist Use Agreement & Release must be completed prior to use. Rates include dock and hoist only. No other equipment, scales or personnel are included in the rates.

	<b>FY 2024-25 Rate</b>
A. <u>Equipment / Materials Loading or Offloading (600-Pound Maximum Capacity)</u>	
per hour .....	\$ 39.00
 B. <u>Fish / Crustaceans (600-Pound Maximum Capacity)</u>	
per pound .....	\$ 0.06
 C. <u>Landing Fees</u>	
Associated with all leased Port Dock Hoists for repairs, future needs and upgrades.	
Crab per pound .....	\$ 0.01
Fish, Shrimp and other species per pound .....	\$ 0.005

## Humboldt Bay Harbor District Woodley Island Marina Fee Schedule

SERVICE OR CHARGE	FEE OR RATE
<b>Effective 07-01-2024</b>	
<b>Transient Slip Rates</b>	
Daily	\$0.88 per foot/ per day
Weekly (7 days)	\$4.56 per foot/ per week
Monthly	\$13.68 per foot/ per month
<b>Permanent Tenant Rates</b>	
Monthly	\$5.14 per foot/ per month
Yearly - Must be paid one year in advance	\$4.64 per ft/ per mo/per yr
Dredging Surcharge	\$1.84 per foot/ per month
Float Replacement	\$0.62 per foot/ per month
<b>Permanent Tenant Total Monthly Rate</b>	<b>\$7.60 per foot/ per month</b>
<b>Permanent Tenant Total Yearly Rate</b>	<b>\$7.10 per ft/ per mo/ per yr</b>
<b>Must be paid one year in advance</b>	
<b>Fish Sales Permit</b>	\$100 annually
<b>Boat Insurance</b>	
Boat insurance is required by the harbor.	
Effective 10-01-2022, if you do not have proof of insurance a monthly penalty will be added to your account until policy is received.	\$100/month
<b>Liveaboard</b>	
Inspection (30 day inspection period)	\$50 non-refundable one time charge
Live aboard Rate - 2 persons	No Charge in addition to slip rent
Each additional liveaboard person	No Charge
<b>Restroom Key Deposit</b>	\$20 each
<b>Electrical Plug Deposit</b>	\$100 each
<b>Forklift Fee</b>	Billed monthly: \$70 for first usage;
<b>Effective 10-01-2022</b>	\$40 for each subsequent use
<b>Storage Area</b>	
Storage Lot Monthly	\$0.30 per sq ft/ per mo, \$50 minimum
Storage Lot Yearly - Must be paid one year in Advance	\$0.27 per sq foot/ per mo
Work Yard - Temporary	\$1.25 per sq foot/ per day

## Humboldt Bay Harbor District Woodley Island Marina Fee Schedule

SERVICE OR CHARGE	FEE OR RATE
<b>Effective 07-01-2024</b>	
Kayak - Monthly	\$15.00 per month
Kayak - Yearly - Must be paid one year in Advance	\$150.00 per year
<b>Work Dock/Hoist Use</b>	\$40 per hr (WIM tenants free) 1 hr min.
<b>Parking Lot Space</b>	
Daily	\$2.25 per space/ per day
Monthly	\$30.00 per space/ per mo
Yearly	\$200.00 per space
<b>Late Fees &amp; Interest</b>	
Balances \$5- \$50	\$10
Balances \$50.01 - \$100	\$15
Balances \$100.01 +	\$25
<b>Pump Outs (by District Personnel)</b>	
Bilge	\$20 per pump out of less than 50 gallons (Tenants free)
Sewage	Free
Emergency Pump Out	\$100.00
<b>Showers</b>	\$ .50 for six minutes
<b>Washers</b>	\$2.50 per load
<b>Dryers</b>	\$.25 for 7 minutes
<b>Soap Dispenser</b>	\$1.00 per box
<b>Events or Concessions</b>	
<b>(Actual District Staff costs and expenses plus the following):</b>	
Conference Room (8am-5pm Weekday Non Holiday)*	\$50 per 1/2 day; \$75 all day
Conference Room (Weekend, after 5pm or Holiday)*	\$300 per day
<i>*Government &amp; Non-Profit 50% Discount</i>	
<b>Special Events</b>	
Statue Grass Area	\$250 per day
North "I" Lot Grass Area & East "I" Lot Grass Area	\$250 per day
"H" Lot & "I" Lot	\$250 per day

*Rates effective 07-01-2022 as per Humboldt Bay Harbor District Board Resolutions 2019-15 and 2020-04  
Rates effective 10-01-2022 as per Humboldt Bay Harbor District Board Resolution 2022-10*

## Humboldt Bay Harbor District Office Fee Schedule

SERVICE OR CHARGE	FEE OR RATE Effective 10/01/2022
<b>Requests for Copies of Public Documents</b>	
<b>Archival Research</b>	\$75/hour, one hr minimum, 1/2 hr increments thereafter
<i>*Archival research, as used in this context, is defined as the process of collecting any Harbor District information not dated within 30 days of the request.</i>	
<b>Photocopy cost (no binding included):</b>	
~ Request 50 or more copies	Actual Cost**
~ Photocopy cost (less than 50 copies) - B&W	\$0.10 per side
~ Photocopy cost - color (per page)	\$1.00 per side
~ Photocopy cost - oversized up to 11"x17"	\$0.25 per side
~ Electronic media (disk, tape, etc)	Actual Cost**
<i>**Actual cost is the charge for the Harbor District cost for the actual time of the position reproducing any information (wage and payroll burden) plus the actual media cost (photocopy, computer disc, tape, etc) and any costs incurred for archival research.</i>	
<b>Facsimiles</b>	\$1.00 per page
<b>Board Meeting Agendas</b>	
Paper copies for entire Fiscal Year	\$25.00 per calendar year
<b>Board Meeting Minutes</b>	
Paper copies for entire Fiscal Year	\$25.00 per calendar year
<b>Notary Services</b>	
Fees set by state	\$15 per signature, per page
<b>Permit Process</b>	see below
A non-refundable deposit is required with application for permits. In addition to the deposit, third-party costs will also be charged.	
~ Administrative Permit (Deposit)	\$400
~ Emergency Permit (Deposit)	\$400
~ Harbor District Permit (Deposit)	\$500
~ CEQA Statutorial or Categorical Exemption (Deposit)	\$100
~ CEQA Initial Study - Negative Declaration Review (Deposit)	\$500
~ CEQA Environmental Impact Report Review (Deposit)	\$1,000

**Humboldt Bay Harbor District  
Office Fee Schedule**

SERVICE OR CHARGE	FEE OR RATE
<b>Late Fees and Interest</b>	
Monthly moorage rent or lease payments are due on the first of each month and considered late if not paid on or before the 10th of each month. Interest is applied at the end of the month on the balance due. Yearly rent is due by the 10th of the first month of the lease year. If the rental or lease agreement specifies a different due date, fees and/or interest specified in the agreement supersede this proposal.	
Account balances between \$5-\$50	\$10
Account balances between \$50.01-\$100	\$15
Account balances over \$100.01	\$25

*Rates effective 12-01-2019 As per Humboldt Bay Harbor District Board Resolution 2019-16*

*Rates effective 10-01-2022 As per Humboldt Bay Harbor District Board Resolution 2022-1C*

**Humboldt Bay Harbor District  
Harbor Fee Schedule**

SERVICE OR CHARGE	FEE OR RATE
	Effective 12-01-2019
<b>PILOTAGE CHARGES</b>	
<b>OUTBOUND/INBOUND</b>	\$0.1791 cents per Gross Registered Ton. Plus \$30.86 per foot of deep draft.
<b>Minimum Charge</b>	
1. Less than 300 ft LOA (Round Trip)	\$3,450
2. Every 100 ft LOA thereafter (additional)	\$978
<b>Shift Rates</b>	
a. Wharf to wharf, wharf to anchor, or anchor to anchor	\$2,300
b. From North Bay to South Bay or South Bay to North Bay	\$2,875
<b>Pilot carried away from Station</b>	
a. Actual expenses and per diem	\$862.50/day + expenses
<b>Uncorrected Orders</b>	
a. When vessel's owner or agents do not correspond with their ETA within four hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival	\$575/hour
<b>Standing-By</b>	
When a pilot is onboard a Ship, Tug or Pilot Boat standing-by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$575 per hour will be incurred, 1/4 hour charges thereafter. All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction	\$575/hour

## Humboldt Bay Harbor District Harbor Fee Schedule

SERVICE OR CHARGE	FEE OR RATE Effective 12-01-2019
<b>HARBOR USAGE FEE</b>	
Vessels For cost for the District providing emergency response or mutual aid, administration, maintenance, promotion, and regulation / supervision of shipping)	\$500.00 per commerical barge, ship, or other vessel over 200 feet in length or 20 foot of draft using any portion of the Bar, Entrance Channel, North Bay or Samoa Channels
Cargo Fee (For cost incurred by District associated with the Harbor Deepening Project)	\$.15 per short ton at departure Bar and Entrance Channel plus \$.15 per short ton for using North Bay and Samoa Channels.
<b>ANCHORING IN THE BAY</b>	
Needed after 72 hours, 14 days at a time with One 14-day extension (must have permit issued from district)	\$2.00 per foot/month, which is \$0.065 per foot/day
<b>CRUISE SHIP PASSENGER FEE</b>	
	Effective 10/01/2022 Proposal to follow
<b>BAR PILOT APPRENTICE FEE</b>	
	Effective 10/01/2022 Proposal to follow
<b>PORT OF HUMBOLDT BAY TERMINAL TARIFF REDWOOD MARINE TERMINAL BERTH 1 AND REDWOOD TERMINAL 2</b>	
Publishing Rates, Charges, Rules & Regulations for Terminal Services Performed by the Port of Humboldt Bay Issued September 10, 2015, Effective October 1, 2015	See Attached

*Rates effective 12-01-2019 As per Humboldt Bay Harbor District Board Resolution 2019-11*

*Rates effective 10-01-2022 As per Humboldt Bay Harbor District Board Resolution 2020-10*

# **PORT OF HUMBOLDT BAY**

## **TERMINAL TARIFF**

**REDWOOD MARINE TERMINAL  
BERTH 1 AND REDWOOD TERMINAL 2**

Publishing Rates, Charges, Rules &  
Regulations for Terminal Services Performed  
by:

**PORT OF  
HUMBOLDT BAY**

**P.O. Box 1030**

**Eureka, California**

**95502-1030**

**Phone: (707) 443-0801**

**Fax: (707) 443-0800**

**[www.humboldtбай.org](http://www.humboldtбай.org)**

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**ISSUED: September 10, 2015**

**EFFECTIVE: October 1, 2015**

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**Issued by:  
HUMBOLDT BAY HARBOR, RECREATION AND  
CONSERVATION DISTRICT BOARD OF  
COMMISSIONERS**

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## SYMBOLS & ABBREVIATIONS

\$	U.S. Dollars	MHR	Man Hour Rate
sq	Square Feet	Min.	Minimum
+ / -	Addition / Subtraction	Misc.	Miscellaneous
A	Increase	No.	Number
BM	Board Measure	NOS	Not Otherwise Specified
C	Change	OT	Overtime
Cont'd	Continued	Pkg.	Package
Dkg	Decking	POHB	The PORT OF
FBM	Foot Board Measure	R	Reduction
Hdlg.	Handling	ST	Straight Time
ILWU	International Longshore & Warehouse Union	T.	Ton (2,000 lbs)
Kgs.	Kilograms	Term'l	Terminal
Ldg.	Loading	Unldg.	Unloading
LOA	Length Overall	Viz.	Namely
LF	Linear Feet	Whfg	Wharfage

## METRIC CONVERSION TABLE

<b>Measure</b>	<b>Metric Equivalent</b>	<b>Measure</b>	<b>English Equivalent</b>
1 lb.	0.4536 kilograms	1 kilogram	2.2046 lbs.
1 ton	907.2 kilograms	1,000 kilograms	2204.6 lbs.
1 inch	2.54 centimeters	1 centimeter	0.3937 inches
1 foot	0.3048 meters	1 meter	39.37 inches
1 yard	.9144 meters	1 cubic meter	35.314 cubic feet
1 cubic foot	0.0283 cubic meters	1 liter	0.264172 gallons
40 cubic feet	1.1327 cubic meters		
1 gallon	3.7854 liters		

Kilograms to Pounds.....	Multiply Kilograms by 2.2046
Pounds to Kilograms.....	Divide Pounds by 2.2046
Cubic Meters to Cubic Feet.....	Multiply Cubic Meters x 35.314
Cubic Feet to Cubic Meters.....	Multiply Cubic Feet x 0.0283
Feet to Meters.....	Multiply Feet x 0.3048
Meters to Feet.....	Multiply Meters x 3.281
Gallons to Tons.....	Multiply Gallons x 8.34, Divide by 2,000

## DEFINITIONS

**Carrier**-An individual or firm that sends freight. A freight originator.

**Contract of Affreightment** – Tariff, charter party, ocean rate or any other arrangements under which a vessel transports cargo.

**Direct Transfer** - The handling of cargo direct between open cars and vessels from ship's gear or by mechanical equipment under rental from POHB.

**Dockage** – The charges assessed against an ocean vessel for berthing at a wharf, piling, structure, pier, bulkhead structure or bank, or for mooring to a vessel so berthed.

**Free Time** – The period during which cargo may occupy space assigned to it on the terminal facilities free of terminal storage charges, immediately prior to the loading of a vessel or subsequent to the discharge of such cargo off the vessel.

**Freight Handler** – Any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship's tackle, whether such person, firm or corporation acts in the capacity of "Stevedore" or "vessel operator" or "agent".

**Handling Charge** – The charge made against any vessels, their owners, agents or operators for physically moving cargo from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle and includes ordinary sorting, breaking down and stacking.

**Holiday and Weekend Labor** – Pay rate for labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.

**Holidays** – Whenever reference is made to "holidays", it shall mean only the following days:

New Year's Day – January 1<sup>st</sup> \*

M.L. King Jr. Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4<sup>th</sup> \*

Labor Day – First Monday in September

Thanksgiving Day – Fourth Thursday in November

Day after Thanksgiving - Fourth Friday in November

Christmas Eve – December 24<sup>th</sup> \*

Christmas Day – December 25<sup>th</sup> \*

\* When the holiday falls on a Saturday or Sunday, the business day prior to or following the actual holiday will be observed.

**Loading & Unloading** – The service of loading or unloading unitized cargo from or into highway trucks, trailers, railcars or other modes of surface transportation.

***Overtime Labor*** – Pay rate for labor performed between the hours of 00:00 and 07:59 Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

***PORT OF HUMBOLDT BAY (POHB)*** – The Humboldt Bay Harbor, Recreation and Conservation District, a California public entity, acting pursuant to California Harbors and Navigational Code Appendix 2 in its capacity as an owner and operator of commercial shipping facilities and services on Humboldt Bay and operating as the PORT OF HUMBOLDT BAY, and its Commissioner, officers, as employees, servants, agents and/or independent contractors.

***Stevedore***- A firm or individual engaged in the loading or unloading of a vessel.

***Service & Facilities Charge*** – A charge that is assessed for loading and/or discharge of cargo at POHB, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or barges and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer from:

- (1) Vessels to consignee, their agents or connecting carriers
- (2) Shippers, their agents or connecting carriers to vessels

***Straight Time Labor*** – Pay rate for labor performed between the hours of 08:00 and 17:00, Monday through Friday.

***Terminal Company***-A company or organization whose business is the operation of a terminal.

***Transient Mooring*** – Moorings used on a temporary basis by visiting boats.

***Wharf Demurrage*** – A charge assessed against freight remaining in or on POHB terminals after the expiration of free time unless arrangements have been made for storage.

***Wharfage*** – A charge assessed against all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf, piling structure, pier bulkhead structure or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the above named facilities and does not include charges for any other service. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers eventually loaded on vessels.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**APPLICATION OF TARIFF**

**Notice to the Public:** This tariff, published by POHB, is notice to the public, to shippers, to consignees and to carriers that the rates, charges, rules and regulations apply to all traffic without specific notice, quotation to or (excepting as may hereinafter be specified) arrangement with shippers or carriers.

**Tariff Effective:** The rates, charges, rules and regulations named in this tariff, additions, revisions or supplements thereto shall apply on all freight received at the terminals or wharves of POHB on and after the effective date of this tariff or effective dates of additions, revisions or supplements thereto.

**Rates Subject to Change:** Rates for services involving labor being predicated upon current wage paid labor for straight time under ordinary labor and traffic conditions, they are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions, or other conditions not reasonably within the control of POHB.

**Use of Terminals Deemed Acceptance of Tariff:** Use of the wharves or the terminal facilities of POHB shall be deemed an acceptance of this tariff and the terms and conditions named herein.

**Adherence to Tariff Required of Others:** No person, firm or corporation will be allowed to perform any services on the wharves or at the terminals of POHB without special permit from POHB. Those permitted to perform such services shall, in their relations to the public, apply, adhere to, and be themselves subject to this tariff, or additions, revisions, or supplements thereto, except to the extent specifically relieved by such permit.

**Specific Commodity Rates Prevail:** Unless otherwise accepted, rates provided for specific commodities will prevail over NOS rates or any general commodity rate.

**RIGHTS OF OPERATION RESERVED**

Right is reserved by the POHB to furnish all equipment, supplies and material to perform all services in connection with the operation of its terminals and wharves under rates and conditions named herein.

**ACCEPTANCE, RETENTION OR DELIVERY OF FREIGHT CONDITIONAL**

**Right to Refuse Freight:** POHB reserves the right without responsibility for demurrage, loss or damage attaching, and within its sole discretion, to refuse to accept, receive, or unload, or to permit vessels to discharge:

- (1) Freight for which previous arrangements for space receiving, unloading or handling have not been made with POHB by shipper, consignee or carrier.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

- (2) Freight deemed extra offensive, perishable, or hazardous (See Item 110 “Explosives and Flammables”).
- (3) Freight, the value of which may be determined, in the sole discretion of POHB as less than the probable terminal charges.
- (4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of POHB and all expenses, loss or damage incident thereto shall be for account of shipper, consignee or carrier.

**Right to Remove, Re-Pile, Transfer or Warehouse Freight:** At the option of POHB, freight remaining on wharf or wharf premises after expiration of free time (see Item 900), and freight shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises or removed to public or private warehouses with all expense and risk of loss or damage for account for the owner, shipper, consignee or carrier as responsibility may appear.

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject at the discretion of POHB to immediate removal, either from the wharf or wharf premises with all expenses and risk of loss damage for the account of owner, shipper or consignee.

**Right to Withhold Delivery of Freight:** Right is reserved by POHB to withhold delivery of freight until all accrued terminal charges and advances against said freight have been paid in full.

**Right to Sell Freight for Unpaid Charges and Sell Perishable Freight:** Freight on which owner fails to, or refuses to, pay accrued terminal charges or advances may be sold by POHB to satisfy charges or advances and the cost and expense of sale. Freight of a perishable nature or of a nature liable to damage other freight or property may be sold at public or private sale without advertising, provided owner has been given proper notice to pay accrued charges or to remove said freight and has neglected or failed to comply.

**Explosives and Flammables:** Explosives and hazardous or highly flammable commodities or material may only be handled over and/or received on the wharves and terminals of POHB by special arrangement with, and at the option of POHB, subject to Federal, State and City rules and regulations. If and when permitted, such commodities will be received only at the terminal between the hours of 8 a.m. and 5 p.m. and must be immediately removed from the premises.

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**Freight at Owner's Risk:**

- (1) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
- (2) Freight on open ground or on open wharf is at owner's risk for loss or damage.
- (3) Timber and log or lumber rafts and all water craft, if and when permitted by POHB to be moored in slips, at moorage dolphins or at wharves, or when moored alongside vessels are at owner's risk for loss or damage.

**Delivery Orders:** POHB will deliver goods only upon presentation of written order of the owner or carrier or upon surrender of properly endorsed outstanding receipts.

**Disposition Orders:** Goods delivered to dock by auto, truck, barge or cannery tender, or consigned to POHB by rail or river line must be covered by disposition order, giving description and disposition of goods, whether for storage or shipment, and if for shipment, giving name of loading steamer or line, and any demurrage or other expense incurred through failure to supply such information will be for owner's account.

**Receiving or Delivering Other than Regular Hours:** When shippers wish to deliver or receive cargo or work on goods in storage outside of regular working hours (8 a.m. to 5 p.m. except Saturdays, Sundays and holidays), arrangements must be made with POHB office during regular hours and additional expense of checking and watching over straight-time basis will be account of shipper.

**HOLD HARMLESS BY STEVEDORE**

**Stevedore Access to and Operations on Property at POHB:**

- (1) **Care in the Performance of Operations:** The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of POHB, of the Stevedore, of the vessel being Stevedored or any other party.
- (2) **Compliance with Fire and Safety Precautions:** The Stevedore shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations

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GENERAL RULES & REGULATIONS**

**APPLICATION**

**(3) Stevedore and Port Independent Contractors:** In any service relationship, POHB and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose. POHB contracts with Stevedore because of Stevedore's particular skill, experience and expertise and for the successful completion of a specific task. POHB has no responsibility for directing the manner and means of Stevedore's performance of its duties

**(4) Insuring Efficient and Expeditious Vessel Work:** In order to insure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of POHB, the Stevedore shall:

A. Make use of the appropriate facilities and equipment furnished by POHB.

B. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.

C. Have at least one responsible officer or representative with full power to make all operating decisions concerning the Stevedoring of vessels at POHB at all times and keep POHB informed at all times of how and where such officer or representative may be contacted by POHB.

D. Cooperate fully with POHB in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of POHB.

E. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of Stevedoring operations.

**(5) Supply of Equipment, Facilities and Service:**

A. POHB shall furnish, subject to the conditions and changes stipulated elsewhere in this tariff, the following:

(i) Access, for Stevedore employees, to the Port property at places in the manner as may be approved by POHB.

(ii) Emergency office and telephone usage.

(iii) POHB equipment to the extent that it is available, required and dedicated to Stevedore Use.

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B. All POHB equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. POHB and Stevedore agree that, as between the parties, Stevedore has the most experience and knowledge to determine the condition and suitability of the equipment for the task to be performed. Stevedore shall promptly advise POHB of any needed repair of maintenance of any equipment and shall not use such equipment until it is acceptable to Stevedore. It is incumbent upon the Stevedore to make a thorough inspection and satisfy him or herself as to the physical condition and capacity of the equipment as well as the competency of the operator, there being no representation or warranty by POHB with respect to such matters. Stevedore's use of such equipment warrants that Stevedore has made its own independent inspection of the equipment and has deemed it safe and usable working condition and appropriate for the task to be performed.

C. All such equipment will be properly used by the Stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Stevedore shall pay for the damage to such equipment.

D. Upon termination of the period of use, all such equipment shall be returned to POHB in the same condition as received, normal wear and tear expected.

E. It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy him or herself that these are safe places for the access and work to be performed. As between the parties, Stevedore has the most experience and knowledge as to the work area and access needed for the work. There is no responsibility, representation or warranty by POHB with respect to such matters.

**(6) Stevedore Warranty:** As a condition to the right to conduct business or operate on Port property, the Stevedore shall warrant that all its Stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the Stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the Stevedore shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.

**SECTION 1  
GENERAL RULES & REGULATIONS**

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**(7) Indemnity:** Except in the case of the POHB'S sole negligence, the Stevedore shall indemnify and hold harmless the POHB, its Commissioners, officers, employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any third party or any of the Stevedore's employees, agents and invitees from and against any claims, damages, losses and expenses (including employees of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents or anyone else for whose acts the Stevedore is or may be liable.

The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff. In addition, Stevedore's performance of work at POHB facilities shall be deemed and agreement to comply with the terms of this tariff.

**(8) Insurance:**

A. The Stevedore shall obtain, and shall maintain, the following insurance coverage:

(i) Workmen's Compensation Insurance (including Longshoremen and Harbor Worker Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the Stevedore employees performing its work, and Employers Liability Insurance (including liability under the Jones Act) in amount of not less than \$1,000,000.

(ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessel being loaded by the Stevedore, or the premises of POHB and the adjoining areas), with limits as to bodily injury or death and property damage not less than \$5 million for each occurrence. POHB shall be named as an additional insured under Stevedore's policy of insurance and said insurance be primary to any insurance procured by POHB that may cover POHB for the same claim or loss.

B. The Stevedore shall submit to POHB certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that POHB is to be given 15 days' prior notice of any alteration or cancellation.

**RELATIONS WITH FREIGHT HANDLERS**

Freight handlers, if and when permitted to operate on the terminal, must in their relations with the public, charge the rates and adhere to the rules and regulations prescribed in the effective tariffs of the terminal company.

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**APPLICATION**

**COLLECTION AND GUARANTY OF CHARGES**

- (1) **Wharfage, Loading and Unloading and Miscellaneous Charges:** Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due by the owner, shipper or consignee of the freight. On transit freight in connection with ocean carriers these charges (unless absorbed by rail carriers) and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or agents have been apprised, will be collected from a payment of same must be guaranteed by the vessel, its owners or operators. The use of wharf by a vessel, its owners or operators shall be deemed an acceptance and acknowledgment of this guarantee.
- (2) **Service and Handling Charges:** Where the contract of affreightment established the responsibility as between the parties thereto for the payment of the Service and Facilities Charges and/or Handling Charges named in this tariff, such charges shall be billed to and paid by the vessel, its owners or operators, to POHB.
- (3) **Terms of Payment:** Use of POHB facilities or service is conditioned upon satisfactory assurance of POHB that applicable charges will be paid when due. All charges are due and payable as they accrue, on completion of service or use, or as invoiced.
- (4) **Prepay Freight:** Right is reserved by POHB to demand prepayment of all charges as follows:
- A. By vessel, its owners or agents, before vessel commences its loading and unloading operations;
  - B. By the owners, shippers or consignee, before freight leaves the custody of the terminal;
  - C. POHB reserves the right to require prepayment of all charges on perishable freight or freight of doubtful value and on household goods.

**SECTION 1  
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**(5) Interest Charges on Delinquent Invoices:** Invoices covering charges in this tariff as issued by POHB are due and payable upon receipt. Any invoices issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice are delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance and is a minimum of one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be higher than the maximum rates allowable by law.

Should it become necessary for POHB to initiate litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, reasonable attorney's fees and all costs of suit.

**INSURANCE NOT INCLUDED**

No insurance is included in the rates named in this tariff.

**MANIFEST REQUIRED**

Masters, owners, agents or operators of vessels are required to furnish a complete copy of manifest of freight loaded or discharged at the terminals of POHB.

**REGULATIONS GOVERNING USE OF SLIPS, ETC.**

No logs, timbers, lumber or rafts and no barges, scows, lighters or river craft may be moored at wharf slips or moored or tied up at the wharves or at any property of POHB without written permission of POHB. Logs, lumber, timbers, rafts, barges, scows or lighters may not be brought into slips for loading over-side vessels without the consent of POHB and subject to its regulations as to the number of barges or rafts (or the size of rafts) allowed alongside at one time and as to maintaining clearance in slips. Any logs, timbers, rafts, etc., as enumerated above, left in slips after clearance of vessel or which may have been moored in slips or moored or tied up to the wharves or other property of POHB without permission, are subject to immediate removal and unless removed upon notification, may be removed by POHB to other locations, with all expense and risk of loss or damage for account of owners.

**SECTION 1  
GENERAL RULES & REGULATIONS**

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**LIMITED RESPONSIBILITY**

POHB shall not be responsible for any damage to freight loaded at the facilities covered by this tariff after cargo is transferred to the water carriers and is removed from POHB property. POHB will not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control. POHB will not be responsible for any loss or damage caused by: fire, frost, heat, dampness, leakage, or decay; animals, rodents or insects; leakage or discharge from fire protection system; collapse of buildings or structures; breakdown of plant machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf. POHB will not be answerable for any loss, damage or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in the service of others or from any consequence arising therefrom. POHB will not be responsible for any loss or damage caused by the negligence or intentional misconduct of third parties including but not limited to theft vandalism or arson.

**RESPONSIBILITY FOR DAMAGES AND/OR INJURY**

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of POHB. All such persons, corporations, association and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by an act or omission of such persons or the acts or omissions of their agents or employees.

All such persons who come upon or use POHB facilities shall be deemed to have irrevocably agreed to indemnify POHB for any such loss or damage to persons or property for which a claim is or may be made against POHB, and all such liability, together with all costs and expenses incurred by POHB in investigating or defending claims therefor, including, but not limited to, court costs, experts' fees and attorneys' fees.

**RESERVATION OF AGREEMENT RIGHTS**

POHB reserves the right to enter into agreement with carriers, shippers, and/or their agents concerning rates and services provided such agreements are consistent with existing local, state and federal laws governing the civil and business relations of all parties concerned.

**SHIPPER REQUESTS AND COMPLAINTS**

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P.O. Box 5684, Bellevue, Washington 98006, with a complete and exact copy to The Director and Harbor Commissioners, PORT OF HUMBOLDT BAY, P.O. Box 1030, Eureka, CA 95502-1030.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**“HOLD HARMLESS” PROVISION**

All parties using POHB facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold POHB harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by POHB, its agents, and employees on the account of any claim, suit or action made or brought against POHB, its agents and employees, for the death of or injury to persons or destruction of property involving the indemnitor, its employees, agents and representatives, sustained in connection with the use of said facilities and equipment.

**HIMALAYA CLAUSE**

It is hereby expressly agreed between POHB and any Carrier using POHB facilities that as a condition and consideration of using those facilities, POHB, as well as any and all its employees, servants, agents and/or independent contractors, used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, POHB shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that POHB shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.

**SECTION 2**  
**DOCKAGE & MOORAGE**

**APPLICATION**

**DOCKAGE - GENERAL RULES**

**Berth Assignment:** Berth assignment will be issued at the sole discretion of POHB to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. No vessel will be permitted to berth at a wharf or terminal facility of POHB without a prior berth assignment being granted by POHB. Applications for berth assignments must be made as far in advance of the arrival of vessel as reasonable and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

**Basis for Computing Charges:** Dockage charges shall be based on the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from that source, POHB may accept information from the vessel's official papers or measure the vessel.

**Dockage Period – How Calculated:** The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until departure. No deduction will be allowed for Sundays, Holidays or because of bad weather or other conditions. When a vessel is shifted directly from one berth to another operated by POHB, the total time at such berths will be considered together in computing the dockage charge.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period. POHB, at its own discretion, may charge vessels less than 105 feet LOA (upon proper notification and moorage permission) by ¼ of the 24-hour clock.

**No Warranty as to Depth of Water at Berth:** When accepting a request and issuing a berth assignment, POHB makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. POHB makes every effort to maintain adequate water depths, but they vary continually because of the influence of tidal changes, volume of tidal flow, and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel's interest to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel. POHB, upon request of the Master or vessel's owners, charterers, operators, or agents, will supply information on water depths alongside berths based upon most recent soundings.

**Responsibility for Vessel Delay, Shifting or other Costs Because of Water Depth:** POHB will assume no responsibility for vessel delay, shifting expense or other costs when the vessel's interest deems it prudent, for the purposes of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.

**Vacate Berth as Ordered:** POHB reserves the right to order a vessel to vacate the berth when not actually engaged in loading and/or discharging operations.

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

- (1) Whenever an order to vacate a berth is made by POHB under these rules and said order is refused or not complied with in the time specified, POHB may assess a penalty dockage rate of \$500.00 per hour for each hour the vessel remains on berth after such an order has been issued or tendered to the vessel.

At its option, POHB may affect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted POHB under these rules shall be a choice solely at the discretion of POHB.

- (2) A vessel that does not work to its fullest capacity to complete loading or unloading operations within the allotted time, or a vessel arriving earlier or later than agreed, or a vessel requiring more time at POHB than agreed, will be adjusted to the extent possible consistent with advance commitments to other vessels made by the terminal.

When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work overtime at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work overtime shall vacate the berth upon written order from POHB. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

The vessel acknowledges responsibility for damage arising out of any shipboard fires and shall hold POHB harmless from and indemnify POHB for any and all damage, liability, settlements, loss, costs and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at POHB facilities, except for that resulting from the sole negligence of POHB, or that of the POHB's employees or agents.

**Accepting Responsibility for Payment:** Pursuant to PORT OF HUMBOLDT BAY Tariff where "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**Conditions of Berth Reservation:** In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies Inc., et al. v. Port of Anacortes, et al. and Tariff Item No. 125 in this tariff, amendments and reissues thereto, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require signature(s) of the financially responsible party or parties completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- A. The vessel agent or other person requesting reservation of a berth (“berthing agent”) shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation for respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent’s attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent’s failure to so report accurately.
- B. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- C. All estimates of port charges are subject to approval and/or adjustment by the Port.
- D. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- E. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- F. **Vessel Berthing Cancellation:** Any vessel or agent cancelling a berthing reservation is subject to a \$250.00 cancellation fee. Should a vessel berthing reservation need to be canceled, written notice must be received by POHB at least 72 hours prior to the vessel’s berthing reservation time. If 72 hour notice is not provided to POHB, the authorized vessel agent shall also be charged for all reservation related expenses incurred by POHB as well as an administration fee

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**SCHEDULE OF DOCKAGE RATES (Berths 1 & 2)**

Length of Vessel Overall Meters/(Feet)	Rate Per 24-hour day	Length of Vessel Overall Meters/(Feet)	Rate Per 24-hour day
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<b>Over</b>	<b>Not Over</b>	<b>\$</b>	<b>Over</b>	<b>Not Over</b>	<b>\$</b>
0	30.48 (100)	184.15	167.64	175.25 (575)	3338.64
30.48	45.72 (150)	260.10	175.25	182.88 (600)	3504.07
45.72	60.96 (200)	355.82	182.88	190.50 (625)	4009.70
60.96	76.20 (250)	498.35	190.5	198.12 (650)	4666.19
76.2	91.44 (300)	852.09	198.12	205.74 (675)	5309.16
91.44	106.68 (350)	1201.66	205.74	213.36 (700)	6214.31
106.68	114.30 (375)	1492.97	213.36	220.98 (725)	6607.58
114.3	121.92 (400)	1643.83	220.98	228.60 (750)	7560.59
121.92	129.54 (425)	1.781.94	228.6	236.22 (775)	8579.14
129.54	137.16 (450)	2021.24	236.22	243.84 (800)	9632.02
137.16	144.78 (475)	2177.56	243.84	259.08 (850)	11063.61
144.78	152.40 (500)	2391.88	259.08	274.32 (900)	12586.76
152.4	160.02 (525)	2716.48	274.32	289.56 (950)	14180.65
160.02	167.64 (550)	3235.64			

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**EXCEPTIONS TO REGULAR DOCKAGE RATES**

(1) Vessels requesting exception pricing and meeting all the following requirements will be charged dockage at a rate of \$.74 per foot per day:

- Not over 200 feet in length
- Not loading or unloading cargo for transshipment
- Not loading or unloading passengers
- Written permission from POHB to berth at Pier 1, 2 or 3

(2) At POHB's discretion, vessels on idle status may be permitted to moor at a vacant berth when such berth is available. Idle status may include times when a vessel is permitted to make repairs or alterations.

Vessels in idle status shall be assessed dockage at \$2.17 per foot per day. Contact POHB for long-term rates for idle vessels.

(3) Vessels of the U.S. Government and the State of California may, at the discretion of POHB, be berthed at terminals without charges.

(4) Lay berth status is defined and used in this document as a vessel waiting for loading or unloading or discharge berth.

Lay status permission must be requested from POHB in advance and may be granted at the discretion of POHB. If the request for lay berth is not received prior to the vessel arrival, and lay berth rates are later requested, a billing/rebilling fee of \$250.00 will be assessed.

The dockage charge for lay berth status shall be calculated at 50% of the applicable dockage rates as published in the Schedule of Dockage Rates, or a minimum of \$175.00 per period, whichever creates the greater revenue.

Vessels on lay status for over seven (7) consecutive days may request to POHB, in writing, for long-term lay status (each day over the seventh (7<sup>th</sup>) day), which may be granted at POHB's discretion. Long-term lay status would be calculated at an additional discounted rate of 20% for each day past the seventh (7<sup>th</sup>) day, for a total discount of 70% off the posted rates.

(5) Discounted, prorated and gratis berth charges are at the discretion of POHB and are granted per occasion as deemed by POHB. Previous granting of discounted, prorated and gratis berth charges are not a guarantee of future rights.

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

**LABOR SERVICE GENERAL RULES**

**Labor Rates Subject to Change:** The rates named in this tariff, additions, revisions, or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of POHB, resulting in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the labor rate basis.

**Checking of Freight:** The service of counting, tallying and checking cargo against appropriate documents for the account of the vessel, or other person requesting same. Checking does not include grading, sealing, surveying, weighing, measuring, marking, segregating, samplings or supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.

**Responsibility Limited:** In performing the service of checking, POHB will accept no responsibility for concealed damage or condition of packages, cases or other containers whether or not receipts issued so state.

**Payment of Labor:** Where checkers, wharf gangs, lift drivers, linesmen, watchmen or other wharf labor is employed by or through POHB at the request of the carrier, shipper, consignee or other party, the time of such labor involved will be carried on the payroll of POHB and the Port will bill the party responsible at the rates as provided herein.

**Standby or Waiting Time:** When labor is ordered for a specific time and is on the job, ready for work, or having started work, and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of POHB, standby or waiting time for the workers will be assessed at actual wages paid plus 65 percent.

**Services Requiring Labor for a Minimum Number of Hours:** When POHB is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor plus 65 percent.

**Labor Rate Time Periods:** Labor rate time periods will be defined as follows:

**Straight Time** – Labor performed between the hours of 08:00 and 17:00, Monday through Friday.

**Overtime** – Labor performed between the hours of 00:00 and 07:59, Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

**Holiday and Weekend Time** – Labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

Unless otherwise provided, labor rates plus charges for equipment rental will be charged:

- (1) For all miscellaneous services for which no specific rates are named in this tariff, additions, revisions or supplements thereto;
- (2) For services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items;
- (3) For cargo in packages or units of such unusual bulk, size, or shape or weight as to preclude handling, loading, unloading or transferring at the specific rates named in this tariff, additions, revisions or supplements thereto;
- (4) For any services delayed on account of extra sorting, special checking, inspection or from other causes not ordinarily incidental to such service;
- (5) For labor cleaning, covering cars and/or preparing them for receiving cargo;
- (6) Installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others;
- (7) Re-coopering or reconditioning cargo.

**LABOR SERVICE RATES**

When services are performed by the Terminal Company for which no specific commodity rates are specified in this Tariff, charges for such services will be assessed on the basis of the labor rates as per the following schedule:

<b>Labor Classification</b>	<b>Man-Hour \$ Rate (Straight Time)</b>	<b>Man-Hour \$ Rate (Overtime)</b>	<b>Man-Hour \$ Rate (Weekend/Holiday)</b>
Longshoreman	89.76	134.64	150.35
Linesman	89.76	132.00	146.78
Crane Chaser	91.80	137.70	153.77
Utility Driver	103.02	154.53	172.56
Crane Operator	117.30	175.95	196.48
Clerk	112.20	168.30	187.94
Supercargo	122.40	183.60	205.02
Utility Worker	117.30	175.95	196.48
Walking Boss	144.84	217.26	242.61

**LONGSHORE LABOR SERVICES**

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

**OTHER LABOR SERVICES (Non-Stevedoring Operations)**

<b>Labor Classification</b>	<b>Man-Hour \$ Rate (Straight Time)</b>	<b>Man-Hour \$ Rate (Overtime)</b>	<b>Man-Hour \$ Rate (Weekend/Holiday)</b>
Security Gangway Watch	23.46	35.19	39.30
Security Officer	45.90	68.85	76.88
Maintenance Labor	75.48	113.22	126.43
Crane Operator	75.48	113.22	126.43

**PILOTAGE:**

**PILOTAGE  
CHARGES**

Outbound/Inbound	\$0.1971 cents per Gross Registered Ton. Plus \$30.87 per feet of deep draft
Minimum Charge	
1. Less than 300 feet LOA (Round Trip): \$3,000	\$3,795
2. Every 100 feet LOA thereafter (Additional)	\$1,075
Shift Rates	
a. Wharf to wharf, wharf to anchor, or anchor to wharf	\$2,530
b. From No. Bay to So. Bay, or So. Bay to No. Bay	\$3,163
Pilot carried away from Station	
a. Actual expenses and per diem of:	\$950 per day
Uncorrected Orders	
a. When vessel's owner or agents do not correct their ETA within four (4) hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival	\$633 per hour
Standing-By	
When a pilot is onboard a Ship, Tug or Pilot Boat standing -by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$500 per hour will be incurred: (1/4 hour charges thereafter)	\$633 per hour
All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction	

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

**APPLICATION**

**HOURLY EQUIPMENT RENTALS**

Category		\$ Rate/Hour
Forklift	\$35 per hour, 1 hour min., ½ hour increments thereafter	\$35.00
POHB Boat	\$100 per hour plus Operator, 3 hour Minimum	\$100.00

**BERTHING EQUIPMENT RENTALS**

**Gangway Rentals:** Gangway rental periods shall commence from the time the vessel arrives at POHB berth and end at the time the vessel departs from POHB berth. Gangway rental periods shall include one (1) of the following available gangway sizes: TBD

**LINES SERVICE RATE SCHEDULE**

The manning and charges derived thereof shall be determined by POHB and the ILWU:

Service	Crew	Straight Time \$	Overtime \$	Holiday/Weekend \$
Handling Lines	2 men	530.40	795.60	888.42
Handling Lines	4 men	1082.22	1623.33	1812.72
Handling Lines	6 men	1606.50	2409.75	2690.89
Handling Lines	8 men	2196.06	3294.09	3678.40

**Waiting Time:** When Linesmen work six minutes past the two-hour minimum, an additional charge of \$75.00 per man for each 30 minutes will be added.

**No Work Holidays:** Contact POHB staff for updated holiday surcharges.

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

	<b>APPLICATION</b>
	<b><u>FRESH WATER RATES</u></b>
	<p>Service charge for connecting and disconnecting on straight time.....\$100.00</p> <p>Charge for each ton of fresh water.....\$1.88</p> <p>Monthly meter service charge.....\$25.00</p>
	<b><u>ELECTRIC SERVICE</u></b>
	<p>POHB will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. POHB shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service. Electrical services will be billed at the most current Pacific Gas and Electric Advertised Rate.</p> <p>Service charge for connecting and disconnecting on straight time.....\$100.00</p> <p>Electrical adapters (monthly charge).....\$25.00</p> <p>Monthly meter service charge.....\$25.00</p>
	<b><u>OILY WASTE OR GARBAGE DISPOSAL</u></b>
	<p>Vessels requiring discharge of oily waste or garbage shall inquire of the Port's Terminal Manager for the name of the waste or garbage hauler and/or reception facilities permitted by the Port to receive, haul and dispose of such waste and/or garbage. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.</p> <p>The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at POHB shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and local laws and regulations.</p> <p>If the vessel's agent, owner, charterer or crew requests the Port arrange such service, the Port will be invoiced for the service and in turn invoice the vessel at the cost plus 20% rebilling fee. Due to the billing delay from oily waste/garbage disposal vendor, said rebilling may be delayed and sent under separate invoice. A copy of the vendor's bill for services will be provided with Port's invoice.</p>

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

**APPLICATION**

**FUEL FLOWAGE FEE**

All bulk fuels including diesel and lube oil delivered to vessels berthed at POHB will be assessed a fuel flowage fee in the amount of four (4) cents per gallon. This fee will be assessed to the distributor providing the fuel and shall be reported with a copy of the fuel ticket and vessel detail including vessel name, captain's name and company contact information (address and phone) to POHB Office located at 601 Startare Drive, Eureka, CA 95502 upon departure of fueling the vessel. Fueling done outside of normal business hours must be reported to POHB office at (707)443-0801.

**PASSENGER TRAFFIC SERVICES**

Passengers embarking or disembarking from/to at-anchor vessels or piers for which POHB provides security shall be charged \$7.35 per person.

**SECURITY FEE**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33 CFR 105, POHB may assess against and collect from ocean-going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in this tariff, shall be in addition to all other fees and charges due under the tariff.

Port FSO and one (1) Security Gangway Watchman will be on duty two (2) hours prior to vessel arrival for required set-up and security preparation of docks, services will be charged at rates stated. See Item 305, OTHER LABOR SERVICES (Non-Stevedoring Operations).

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC levels mandated by the US Department of Homeland Security.

Minimum Port Security fee: **\$577.00** per vessel per day

**SECTION 5  
WHARFAGE**

ITEM#	APPLICATION
	<p style="text-align: center;"><b><u>WHARFAGE GENERAL RULES</u></b></p> <p>(1) <b>Limitations:</b> Freight assessed full wharfage may be reshipped by water from same wharf where received or may be transferred direct to other wharves or facilities of POHB for reshipment or delivery without being subject to further assessment of wharfage.</p> <p>(2) <b>Direct Transfer – Open Cars:</b> All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.</p> <p>(3) <b>Overside Vessels:</b> Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the cargo.</p> <p>(4) <b>Exemptions:</b> Ship's stores, fuel handled overside vessels and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless POHB employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.</p> <p>Note: Ballast, dunnage lumber or materials ostensibly not for use in stowage of freight loaded at the wharves of POHB and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.</p>
	<p style="text-align: center;"><b><u>WHARFAGE RATES</u></b></p> <p>Rates are in cents per 1,000 kilograms (metric ton) unless otherwise provided in individual items. Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000,000 Kilograms, POHB reserves the right to negotiate wharfage rates.</p> <p style="text-align: center;"><b><u>SERVICE &amp; FACILITIES GENERAL RULES</u></b></p> <p><b>Definition:</b> Service and facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks, which by the custom of the Port are normally employed by the vessel, its owner, operator or agent.</p> <p>No person other than a POHB employee or person designated in writing by POHB to perform such services shall be permitted to perform the services covered by this definition.</p> <p><b>Withdrawn Cargo:</b> Full inbound or outbound service and facilities charge will be assessed on cargo received at or on POHB facilities</p>

**SECTION 5  
WHARFAGE**

APPLICATION				
With Exception of Freight NOS, Commodities Are "Generally" Listed in Alphabetical Order	Wharfage	Service & Facility		Delivery
	<p><b>Freight, NOS</b></p> Import/Inbound per 1,000 kgs \$11.03 \$54.49 Export/Outbound Traffic per 1,000 kgs \$11.03 \$54.49			
<p><b>Service &amp; Facilities, NOS Inbound</b></p> 0-1,000 kgs per unit \$23.06 In \$14.56 Out 1,000-3,000 kgs per unit \$13.24 In \$10.99 Out 3,000 kgs or more per unit \$9.12 In \$9.12 Out Handled direct between vessels open vehicles or water \$3.73 In \$3.73 Out				
<p><b>Boats, Pleasure</b></p> Import, per 1,000 kgs \$30.26 \$23.35 M/H Export, per Cubic Meter \$2.36 \$4.00				
<p><b>Houses or Buildings, Modules</b></p> Fabricated, KD or in Flat Sections \$9.39 \$12.91 \$8.99				
<p><b>Logs, Viz (Namely)</b></p> Logs, Bolts or Peelers per 1,000 FBM Scribner Scale - Between vessel & dock \$9.99 \$8.12 Ex-Water \$4.65 \$3.73				
<p><b>Lumber/Lumber Products</b></p> Lumber, per 1,000 FBM: NOS \$6.27 \$19.13 \$13.30 Piling, Poles, Posts or Cants per 1,000 FBM (Brereton Scale) \$6.27 \$6.16 Plywood, Veneered Wood, or Wood Hardboard, per 1,000 kgs \$5.94 \$17.30 \$12.89				
<p><b>Note:</b> Small Lots Fee: A charge of \$100 will be assessed against inbound Lumber for bills of lading below 20 metric tons</p>				
<p><b>Note:</b> When Hardwood Lumber of Logs are manifested per weight, the following ratios will be used to determine the FBM: Lumber - 3.5 lbs. per FBM; Logs - 4.5 lbs per FBM. When Hardwood Lumber or Softwood Lumber is manifested per cbm, the following ratio will be used to determine the FBM: 2.36 cbm per MFBM.</p>				

**SECTION 5  
WHARFAGE**

<b>APPLICATION</b>			
	WHARFAGE	SERVICE & FACILITY	DELIVERY
<b>Machinery, Farm &amp; Construction Equip.</b>			
Machinery, Farm & Construction Equipment & Parts, non-drivable. See <b>Note</b>			
NOS up to 24,000 kgs per unit	\$11.27	\$17.89	\$9.91
Farm & Construction Equipment, kgs Assembled & drivable up to 24,000 See <b>Note</b>			
per unit	\$11.27	\$17.89	\$9.91
Farm & Construction Equipment & Issued: 07/16/09			
Parts, drivable & non-drivable, units weight 24, 000 kgs and over	\$11.27	\$14.10	\$7.02
Direct Load or Discharge between	\$11.27	\$14.10	\$7.07
Truck/Railcar & Ship	\$11.27		\$3.83
Ro-Ro			
Machinery, Ro-Ro Cargo	\$11.27	\$7.02	\$6.04
Loading, not including lashing and securing		\$316.53 per car	
Metals, NOS, weighing 0-999 kgs per unit	\$10.91	\$31.30	\$9.52
Metals, 1,000-1.999 kgs per unit	\$10.91	\$13.76	\$9.52
Metals, 2,000-2,999 kgs per unit	\$10.91	\$11.56	\$9.52
Metals, 3,000 kgs and over per unit	\$10.91	\$9.42	\$9.52
<b>Note:</b> Small Lots Fee: A charge of \$100 will be assessed against inbound Metals for bills of lading below 20 metric tons			
<b>Paper/Paper Products NOS</b>	\$5.69	\$26.40	\$6.32
Scrap or wastepaper or pulpboard, in machine-pressed bales	\$5.69	\$23.63	\$7.47
<b>Pulp</b>			
Paper/wood (except screenings, tailings or wetlaps), compressed bales when received			
unitized for forklift handling:			
0-1,000 tons per vessel	\$3.93	\$26.40	\$6.32
1,000 tons or over	\$3.93	\$23.63	\$6.32



**SECTION 6  
DEMURRAGE & STORAGE RATES**

**APPLICATION**

**DEMURRAGE & STORAGE GENERAL RULES**

**Computing Free Time:** Free time is inclusive of Saturdays, Sundays and holidays. Free time starts on the day the cargo is delivered to or received by the terminal. Unless otherwise stipulated or agreed upon by POHB, free time will be allowed for ten (10) days on inbound cargo and ten (10) days on outbound cargo.

On all outbound or export cargo, the terminal may grant up to twenty (20) days assembly time beyond the regular free time allowance to assemble cargo for a particular vessel or shipment.

Any cargo which occupies space beyond the allowed free time will be assessed wharf demurrage charges in accordance with this tariff unless arrangements have been made for storage.

**STORAGE & STORAGE CHARGES**

Goods or merchandise for storage will only be accepted by POHB provided prior arrangements have been made. Any cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes.

Storage charges on all goods and merchandise stored at POHB's facilities will become due and payable as invoiced. Storage charges are solely the charges for use of space in the warehouse or yard and do not include charges for any other service.

Storage charges will be assessed per month or part thereof, commencing on the days the goods or merchandise is received by POHB until the day it is removed from the Port premises. Storage rates are based on square footage and availability. Contact POHB personnel for current rates.

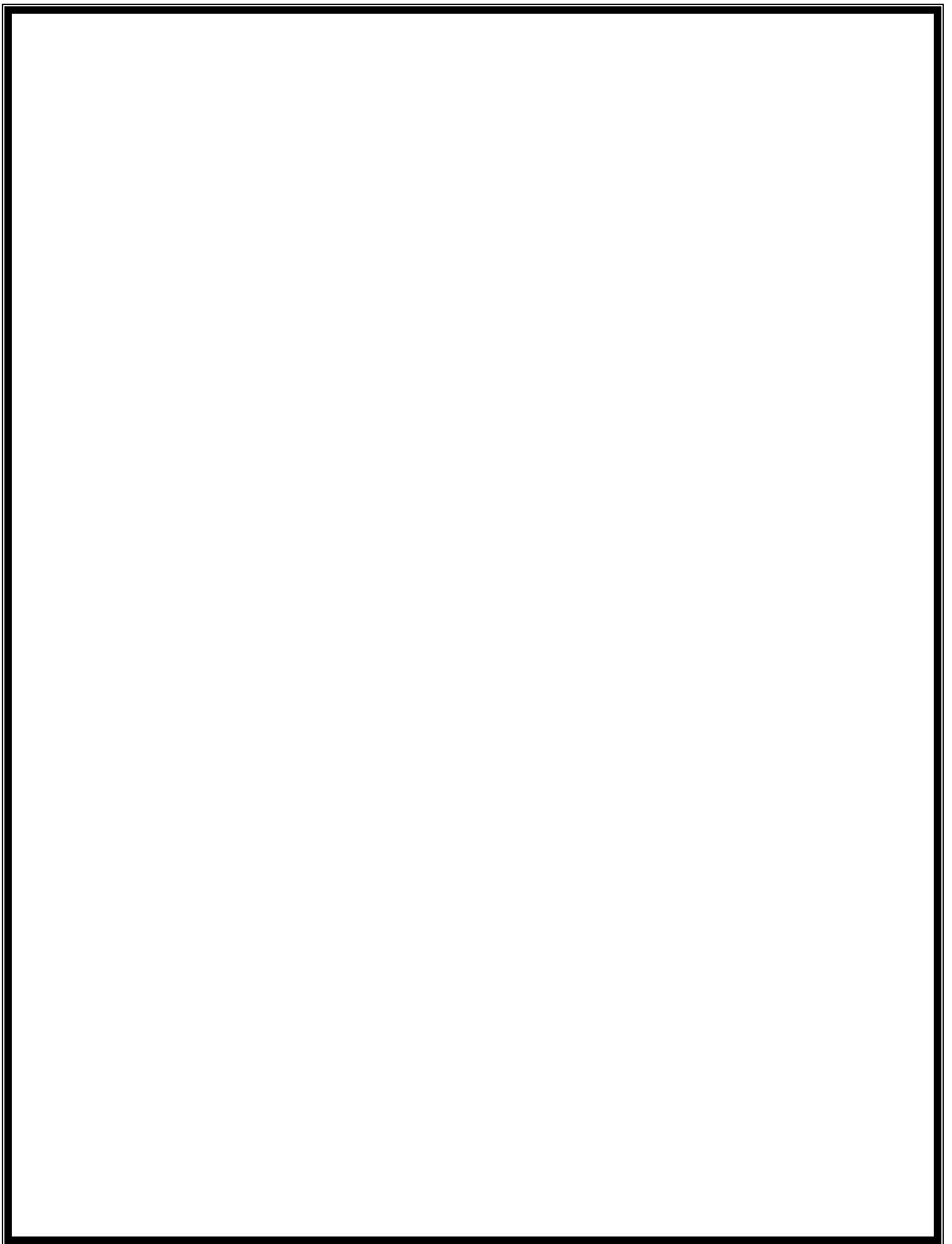
**DEMURRAGE RATES**

Per day, weight or measure, whichever produces the greatest revenue:

<b>Commodity</b>	<b>1,000 kgs.</b>	<b>Cubic Meter</b>
All Freight NOS – Inbound.....	\$.63	\$.44
All Freight NOS – Outbound.....	\$.573	\$.44

**STORAGE RATES**

Outside Storage rate at Redwood Marine Terminal berths 1 & 2 \$0.15 per foot per day.



## Humboldt Bay Harbor District Equipment Fee Schedule

SERVICE OR CHARGE	FEE OR RATE Effective 10/01/2022
Harbor District Boats (plus personnel costs)	<b>Port Authority Boat*:</b> \$120/hour - 2 hour minimum <b>Fire Boat*:</b> \$600/hour - 2 hour minimum <b>Work Boat (Bar Fly)*:</b> \$120/hour - 2 hour minimum <b>Aluminum Skiff*:</b> \$100/hour - 2 hour minimum <b>Barge (30'):</b> \$800 per 24 hours <b>Barge (30'):</b> \$2,500 for 7 days <b>Barge (30'):</b> \$10,000 for 30 days  <b>*Staff time and fuel billed at actual cost</b>
Pontoon Boat (plus personnel costs)	\$100/hour - 2 hour minimum
Containment Boom	Actual cost of deployment and cleaning
Absorbant Pad (includes disposal cost)	\$1.75 per pad
Absorbant Boom	\$45/8' section
Bag of Sweep	\$120
Personnel (salary plus benefits times actual time)	Actual Cost
VideoRay Explorer Micro-submersible ROV 130' depth	\$250/day +personnel cost
35 KW Generator	\$215/day +fuel
Whacker Light Stand	\$112/day +fuel
Oil Spill Trailer	\$200/day +replacement of consumables plus decontamination
Side Scan Sonar	\$500/day +personnel costs
Security Zone Buoy System	\$1000 per 24 hour period (installed)
All Other Specialized Equipment	At the discretion of Executive Director

*Rates effective 12-01-2019 As per Humboldt Bay Harbor District Board Resolution 2019-14*

*Rates effective 10-01-2022 As per Humboldt Bay Harbor District Board Resolution 2022-10*

**Humboldt Bay Harbor District  
Redwood Marine Terminal I Fee Schedule**

Service/Charge	Effective 12/1/2019
<b>REDWOOD MARINE TERMINAL I</b> Monthly Storage	\$0.30 per sq ft/month
Annual Storage	\$0.27 per sq ft/month (paid in advance)
Outside Storage	\$0.15 per sq ft/mo (no yearly discount)
Moorage	\$0.42 per foot/day



## 7. 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 11/12/25 Special Meeting (12PM), the 11/12/25 Special Meeting (1PM), and 11/12/25 Regular Meeting (2PM).**

***Public Comment?***

<b>Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	November 12, 2025 12:00 p.m.



## Board of Harbor Commissioners of the Crescent City Harbor District

### MINUTES

***Special Session, Wednesday, November 12, 2025, at 12:00 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, Nehmer, Shepherd

**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: one potential case.

**b. CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: one potential case. Facts and circumstances: Demand letter dated November 1, 2025, on file with the District.

**c. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION**

Government Code section 54956.9(d)(1) Sutter v. CCHD (Case# CV25-1022)

**d. 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

**e. 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) RESUME OPEN SESSION AND REPORT FROM CLOSED SESSION**

Chair Weber stated that there was nothing to report from the closed session.

**4) MEETING ADJOURNMENT**

**Attested by:**

\_\_\_\_\_

*Gavin Van Alstine, Clerk*

**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

November 12, 2025  
1:00 p.m.



## Board of Harbor Commissioners of the Crescent City Harbor District

### MINUTES

***Special Session, Wednesday, November 12, 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, Nehmer, Shepherd

**2) Consideration of Report of the Chair Regarding the Conduct of Commissioner Dan Schmidt and Possible Censure.**

Commissioner Nehmer moved to postpone consideration of the agenda item and Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**3) MEETING ADJOURNMENT**

**Attested by:**

\_\_\_\_\_  
Matthew Klinger,  
Clerk of the Board

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

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

November 12, 2025  
2:00 p.m.



## Board of Harbor Commissioners of the Crescent City Harbor District

### MINUTES

***Regular Session, Wednesday, November 12, 2025, at 2:00 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, Nehmer, Shepherd***

***2) Update from Community System Solutions CEO Mike Bahr: consider and approve a consulting contract with Kolstad Land Surveyors for an amount not to exceed \$54,000 to be paid for with Hazard Mitigation Grant Program funds.***

Commissioner Schmidt moved to approve the agenda item and Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD

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

***3) Review and discuss Water Quality Control Board request for workplan for additional investigation and increase the SHN scope of work to prepare the workplan and take needed samples not to exceed \$30,000, to be paid for by Hazard Mitigation Grant Program funds.***

Commissioner Shepherd moved to approve the agenda item and Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD

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

***4) Consider updated Harbor Facilities Plan and adopt Resolution 2025-12 approving the plan.***

Commissioner Shepherd moved to approve the agenda item, subject to the plan being modified to include maintenance dredging and repair and replacement of wi-fi and security camera infrastructure. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**5) Discuss commercial hoist lease areas, including anticipated vacancy and potential future lease availability. Direct staff as appropriate.**

No action was taken on this agenda item.

**6) Consider further revisions to CCHD Ordinance Code and Fee Schedule and approve pre-publication draft.**

Commissioner Nehmer suggested changes to code section 1.40 (clarifying that the Board has final authority), and section 2.10 (prioritizing safety in the event that two provisions of the code conflict with each other). Commissioner Nehmer also suggested that section 3.10 be removed from the ordinance code in order to avoid redundancy with harbor bylaws. Commissioner Shepherd moved to approve the proposed changes. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD

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

**7) Consent Calendar**

**a. Approve Meeting Minutes of the 10/22/25 Special Meeting and 10/22/25 Regular Meeting.**

Commissioner Shepherd moved to approve the agenda item with the modification to the minutes noting that Commissioner Shepherd and Commissioner Nehmer recused themselves from certain portions of both meetings as advised by Harbor General Counsel, in order to avoid actual or perceived conflicts of interest. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD

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

**b. Approve invoice from Community System Solutions.**

Commissioner Sheperd moved to approve the agenda item and Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPERD

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

**8) Communications, Reports, and Directions to Staff**

**a. Harbor Commissioner & Committee Reports**

**b. CEO/Harbormaster Report**

**c. Financial Report**

**i. Report on the FYE25 Audit status.**

**ii. Review and approve proposed accounts receivable write down entry.**

Commissioner Shepherd moved to approve the agenda item and  
Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

**AYES:** EVANS, WEBER, SCHMIDT, NEHMER, SHEPERD // **NAYS:** NONE

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

*iii. Update on RV park lease negotiations and related matters.*

*iv. Status report on grant reimbursements.*

*v. California Public Records Act (CPRA) update.*

*vi. Update on plan to address USDA loan payment and insurance requirements.*

*d. Consider upcoming Board meeting scheduling.*

## **9) MEETING ADJOURNMENT**

**Attested by:**

\_\_\_\_\_  
*Matthew Klinger,  
Clerk of the Board*



## **8. Communications, Reports, and Directions to Staff**

### **a. Harbor Commissioner & Committee Reports**

- (1) Commissioner Dan Schmidt**
- (2) Commissioner Rick Shepherd**
- (3) Commissioner Annie Nehmer**
- (4) Commissioner John Evans**
- (5) Commissioner Gerhard Weber**



## **8. Communications, Reports, and Directions to Staff**

### **b. CEO/Harbormaster Report**



## **8. Communications, Reports, and Directions to Staff**

### **c. Financial Report**

- i. Review and approve proposed accounts receivable entry for current year.**
- ii. Status report on proposed transition to a new payroll service provider and adjustment to employee pay dates.**
- iii. Status report on Transient Occupant Tax (TOT) receivable.**
- iv. Status report on the Del Norte County Board of Supervisors approval of the Harbor Facilities Plan (updated November 2025).**
- v. California Public Records Act (CPRA) update.**

## 9. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Wednesday, December 17, 2025**, 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.*

