

City of Arcata Trust Lands Utilization Report 1989-2001

A) General Description of Uses

Introduction

In 1989 the State of California granted tide and submerged lands to the City of Arcata to be held by the City in trust for the benefit of all the people of the state for purposes of commerce, navigation, and fisheries, and for other public trust purposes, including, but not limited to preservation of the lands in their natural state for scientific study, open space, wildlife habitat, and recreational and visitor oriented uses. The granted lands include portions of the Arcata Marsh and Wildlife Sanctuary and the City's integrated wastewater treatment system as well as tidelands in Humboldt Bay.

The City of Arcata's Environmental Services Department is responsible for operating and maintaining Arcata's integrated wetland wastewater treatment facility and the Arcata Marsh and Wildlife Sanctuary. The Sanctuary lands are preserved in a natural state for wildlife habitat, open space, visitor oriented uses, research and education. The integrated wetlands wastewater treatment facility is operated to treat the City's wastewater and to provide water for three of the wetlands at the Arcata Marsh and Wildlife Sanctuary. The wastewater also provides water for the aquaculture facility.

In 1981 the City of Arcata developed and began operating the Arcata Marsh and Wildlife Sanctuary (AMWS). Prior to the establishment of the Sanctuary, Arcata's waterfront consisted of an abandoned county landfill, abandoned and vandalized lumber mill buildings and the sewage treatment plant. Due to the blighted nature of the area, the City was growing away from its once historically important waterfront. The development of Arcata's integrated wastewater treatment system and the Arcata Marsh and Wildlife Sanctuary (AMWS) turned this blighted area into one of the most popular and well know parts of the City. Over 4.5 miles of publicly accessible trails wind past several different wetland habitat types located within the 306 acre Sanctuary. Annual visitor estimates to the AMWS exceed 130,000 people per year.

The City leases 174.6 acres of tidelands to North Bay Shellfish for mariculture purposes. Access to the City owned tidelands is provided by a small boat launch located on South I Street.

Trust Lands Public Use Information

Public use goals include passive natural resource related activities, including nature study, bird watching, photography, hiking, and education. The City also encourages scientific and educational use. More than 130,000 people visit the Arcata Marsh and Wildlife Sanctuary annually. The Arcata Marsh Interpretive Center received 6,181

Conservancy. These marshes were built from diked pasture, a wood products waste area and a leachate basin from an abandoned sanitary landfill. The landfill was capped and incorporated into the Sanctuary with trails and bird blinds. The original water source was from a well and diversion from Janes Creek, immediately west of the site. After the City's Wastewater treatment plant modifications were completed in 1986, the treated wastewater was discharged into these marshes. This project also included the development of a brackish lake (Klopp Lake) with loafing islands, public parking facilities, pedestrian trails and signage. This area includes 61.5 acres of trust lands covered by the legislation and an additional 29.42 acres.

Arcata Marsh and Wildlife Sanctuary - Phase II – *Restoration of a 17 acre salt marsh and construction of a small public parking area and trail along the west side of the salt marsh - completed construction in June 1982*

The City created drainage channels through an abandoned railroad dike to improve tidal circulation to the area. The City also created a parking area and trail along the southern boundary of the City Corporation Yard onto the existing oxidation pond dike. All 17 acres are trust lands covered by the legislation.

Arcata Marsh and Wildlife Sanctuary - Phase III – *Enhancement of a former log pond and rerouting Butchers Slough - Construction completed September 1987*

The City restored a 30 acre abandoned lumber mill site to a freshwater pond and estuary. An abandoned 9 acre log pond was recontoured to create open water, island and emergent wetland habitat. The Butchers Slough estuary was lengthened from 1,800 to 3,700 feet and widened from an existing 8 to 30 feet to 40 to 100 feet. The removal of a 3.7 acre concrete slab and the slough recontouring increased salt/brackish habitat from 3.7 to 10.5 acres. This enhancement included trails around the pond that also connect to existing trails at the Sanctuary. This area covers approximately 31 acres of trust lands covered by this legislation.

Arcata Marsh Interpretive Center – *Construction of the Arcata Marsh Interpretive Center, parking area, handicapped access ramp to the Interpretive Center and floating dock - Construction completed May 1993.*

The Arcata Marsh Interpretive Center (AMIC), located on South G Street, was developed to educate individuals, schools, and state and local officials about how the City's innovative approach to wastewater management transformed an abandoned waterfront area into one of the City's most popular recreation and wildlife areas, the Arcata Marsh and Wildlife Sanctuary (AMWS). Development includes parking facilities and a handicapped accessible trail to the AMIC and a floating dock in the Log Pond.

The AMIC is staffed by the City of Arcata on weekdays and by community volunteers on weekends and holidays. A grass-roots organization, Friends of the Arcata Marsh (FOAM), provides educational tours of the Arcata Marsh and Wildlife Sanctuary and

wastewater treatment facility free of charge. Redwood Region Audubon Society provides Saturday morning bird walks free of charge. The Interpretive Center provides services for individuals and groups in Northern California, as well as groups and individuals from around the nation and the world.

Since it opened in 1993 the City and FOAM have worked together to secure funds to develop and install permanent educational exhibits at the AMIC. The educational exhibits at the AMIC highlight the biological and technical aspects of how constructed wetlands treat wastewater and provide wildlife habitat. The exhibits also detail the community action that led to the creation of Arcata's system. The exhibits have been funded by the Arcata Foundation, the EPA, FOAM, the Humboldt Area Foundation, the North Coast Coop, Pacific Gas and Electric, Waldo Kell and the City. Smaller moveable exhibits, which were created by Humboldt State University students, focus on Humboldt Bay.

In 1996 a handicapped accessible trail from the parking lot to a handicapped accessible viewing platform overlooking the Log Pond and Butchers Slough was constructed. The area near the AMIC was also landscaped with native trees and shrubs with the help from students of Equinox and Sunset schools.

Arcata Marsh and Wildlife Sanctuary - Stormwater Wetland and Northeast Corner Improvements - *Gravel and trash removal, construction of a quarter acre stormwater wetland, and revegetation with native trees and shrubs. Construction completed 1997, revegetation is ongoing.*

In May 1996 the City entered into an agreement with Marsh Commons to authorize them to make certain improvements to trust lands adjacent to the Marsh Commons Co-housing Project. The lands in question lie between the western border of the Marsh Commons property and an overflow basin on Jolly Giant Creek/Butchers Slough. The agreement is attached. The tasks included; removing a gravel parking lot, developing and implementing a landscaping plan approved by California Department of Fish and Game and the Director of Environmental Services, and installing a low fence to provide a visual delineation of the project site's western boundary and as a reminder that the open area west of the site is public land. The agreement expires in May 2001. The Marsh Commons Co-housing Project removed the gravel and large amounts of trash from the area and began revegetation. Limited volunteer time made it difficult to complete the revegetation effort and only some of the original plan has been completed. The fence has not been installed. The City has met with the Marsh Commons Co-housing Project to discuss both the landscaping and the installation of the fence.

In 1996 the City used grant funds to construct a quarter acre stormwater wetland to filter and treat urban stormwater runoff from roads and other impervious surfaces along South G Street. The treatment wetland is approximately 200' x 50' with an average depth of 3' and is designed in accordance with the guidelines set forth in the California Stormwater Best Management Practices Handbook. The wetland filters stormwater runoff before the

water discharges into Butchers Slough. After the wetland was completed the area was landscaped with native trees and shrubs and an educational exhibit and picnic table were installed at the south end of the stormwater wetland to educate the public about this wetland function.

Arcata Marsh and Wildlife Sanctuary 1999 Expansion — *Eventual enhancement/restoration of up to 210 acres of former tidelands to salt, brackish and/or freshwater wetlands and associated habitat and passive public use.*

Though not part of the lands covered in the legislation the City has acquired an additional 81.82 acres of former tidelands and adjacent uplands. The City is working cooperatively with the California Department of Fish and Game and the Coastal Conservancy to restore tidal action to Janes Creek and former tidelands and to create some combination of salt, brackish and freshwater habitat. The lands that will be enhanced are owned by the City (81.82 acres) and by the California Department of Fish and Game (approximately 128 acres). This same acquisition provides a critical link from the Arcata Marsh and Wildlife Sanctuary to the California Department of Fish and Game Wildlife Area (508 acres acquired in 1989) located on the west side of Janes Creek. Restoration of tidal action to Janes Creek could eventually lead to the restoration of anadromous fish to the creek.

Aquaculture Facility

The Humboldt State University (HSU) Fisheries Department has operated a wastewater aquaculture operation adjacent to Arcata's oxidation ponds since 1971. The aquaculture facility uses a mix of wastewater and Humboldt Bay water to rear several species of fish. These have included Chinook salmon, coho salmon, rainbow trout and even sturgeon. While the main purpose of the facility is to provide a hands on educational facility for students, it also seeks to re-establish native fish populations into local streams. Most of the smolts are released onsite. Maintenance of the facility includes maintenance of the lab building and hatchery building as well as the ponds and associated fencing, utility lines, pumps and screening. Utility lines have been upgraded to provide aeration for all the fish ponds and tanks.

Integrated Wastewater Treatment Facility

The integrated wastewater wetlands treatment system includes oxidation ponds, treatment marshes and pilot marshes, located on trust lands adjacent to the City's corporation yard. City staff operate and maintain the Integrated Wastewater Treatment Facility to meet state and federal discharge standards and regulations. Maintenance and upkeep activities at the Integrated Wastewater Treatment Facility include maintaining existing aquaculture buildings, water conveyance structures and equipment, aerators in the oxidation ponds, electrical and other utility lines, and the dikes that separate the oxidation ponds, treatment wetlands and fish rearing ponds from each other and the Bay. When needed *hydrocotyle ranunculoides* and *typha latifolia* are removed from the oxidation ponds, the dikes are

mowed annually and pilot and treatment marsh vegetation is burned or mechanically removed as needed.

Utility lines have been upgraded to increase aeration for all the oxidation ponds and a back up power supply has been installed for use in the event of power failures.

HSU students and faculty undertake a variety of research projects related to wastewater treatment and reuse at the integrated wastewater treatment facility. All research projects must be approved and permitted by the Director of Environmental Services.

Maintenance and Operating Information

General upkeep and maintenance at the Arcata Marsh and Wildlife Sanctuary includes: resurfacing trails; repairing bird blinds, signs and roads; installing doggy pot bags, additional garbage cans and recycling receptacles; installation of memorial benches and a memorial viewing scope; repair to dikes; repair and eventual removal/replacement of the floating portion of the dock at South I street; replacement of the pedestrian bridge that connects the South I Street trails with the log pond trail; upgrading the self guided trail around the log pond; removal of *Hydrocotyle ranunculoides* and *Typha latifolia* from the freshwater wetlands and the oxidation ponds to protect water quality and maintain open water for the wildlife use; installation of new picnic tables; tide gate removal and weir box repair on Klopp Lake, and weeding and mowing trails and parking areas. Some of the more recent maintenance projects included, removing gravel from the South I Street parking area and reseeding the area, trail improvement at the northern most parking area on South I Street, revegetation with native trees and shrubs along the north boundary and west edges of the marsh to provide a buffer from adjacent lands, and installation of swales on the trail around Mt. Trashmore to ensure proper drainage off the closed landfill.

While maintenance is generally done by City staff, numerous school and community groups have helped resurface trails, remove non-native plants, plant new native plants, mulch and patrol for garbage and litter.

B) Lease Holders

Scott Sterner –
North Bay Shellfish
2550 Daffodil
McKinleyville, CA 95519

Scott Sterner leases 174.6 acres of tidelands for mariculture purposes. A copy of the lease, which is attached, outlines the restrictions on the leased lands and consideration provided for in the lease. Copies of the checks of the actual funds received for 1998 and 1999 are also attached. Subleases have been granted to:

City of Arcata
Trust Lands Utilization Report
March 2001

Sebastain Elrite
Aqua-Rodeo Farms
2488 Sutter
McKinleyville, CA 95591

Jeff Huffmon
Emerald Pacific Seafoods
4959 Spruce Way
Arcata, CA 95521

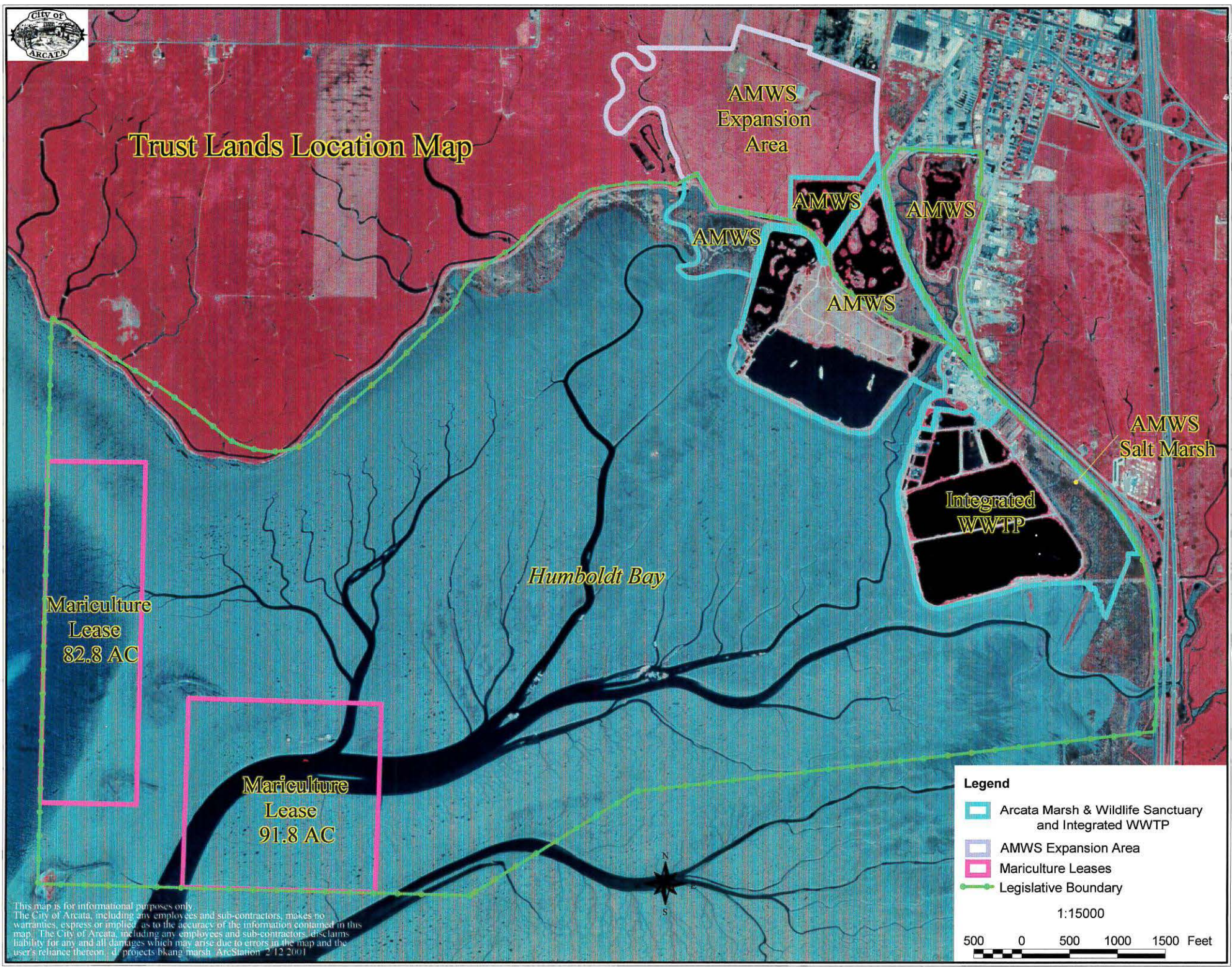
Both subleases are subject to all the conditions of Scott Sterner's lease. The City does not receive any consideration from either of the sub lessees.

Attachments

Location Map
Improvement Map
Photos
Arcata Marsh Interpretive Center Year 2000 Report
Agreement with Marsh Commons Homeowners Association
North Bay Shellfish Lease
North Bay Shellfish 1998 and 1999 payments



Trust Lands Location Map



Legend

- Arcata Marsh & Wildlife Sanctuary and Integrated WWTP
- AMWS Expansion Area
- Mariculture Leases
- Legislative Boundary

1:15000

500 0 500 1000 1500 Feet

This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon. d:\projects\bkang\marsh ArcStation 2.12.2001



Arcata Marsh & Wildlife Sanctuary Restoration Phases





Arcata

AMWS
Expansion
Area

Gearheart Pond

Butcher
Slough

Log
Pond

Stormwater Wetland

Salt Marsh

Allen Pond

Hauser Pond

AMIC

Salt Marsh

Mt. Trashmore

No
Name
Pond

Boat Launch

Klopp Lake

South G Street

Aquaculture

Treatment Wetlands

Humboldt Bay

Salt Marsh

Oxidation

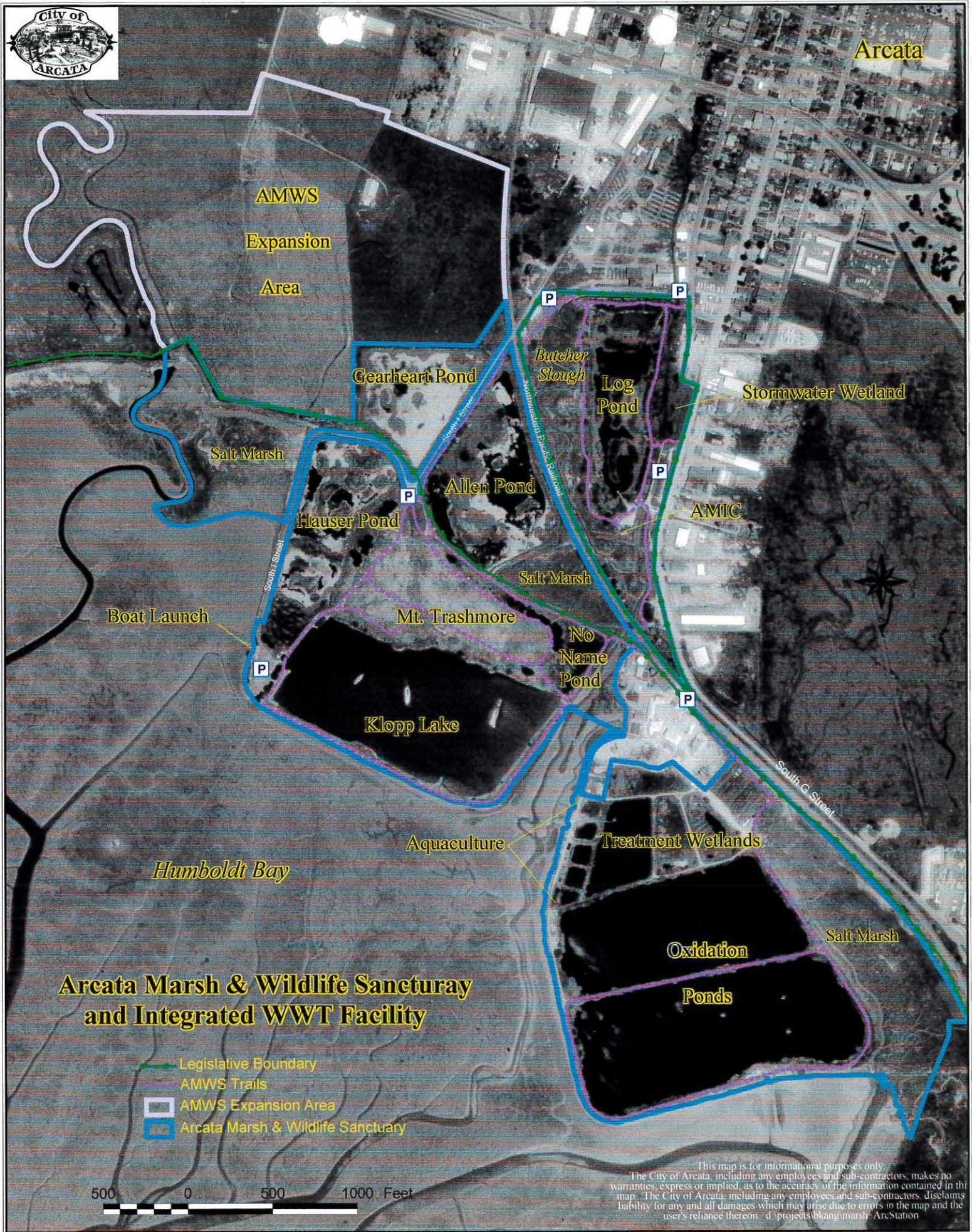
Ponds

Arcata Marsh & Wildlife Sancturay and Integrated WWT Facility

- Legislative Boundary
- AMWS Trails
- AMWS Expansion Area
- Arcata Marsh & Wildlife Sanctuary

500 0 500 1000 Feet

This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon. d:\projects\bkang\marsh\ArcStation



Arcata

AMWS
Expansion
Area

Gearheart Pond

P

P

Butcher
Slough

Log
Pond

Stormwater Wetland

Salt Marsh

P

Allen Pond

P

AMIC

Hauser Pond

Salt Marsh

Mt. Trashmore

No
Name
Pond

P

Boat Launch

P

Klopp Lake

South G Street

Aquaculture

Treatment Wetlands

Humboldt Bay

Arcata Marsh & Wildlife Sancturay and Integrated WWT Facility

- Legislative Boundary
- AMWS Trails
- AMWS Expansion Area
- Arcata Marsh & Wildlife Sanctuary

500 0 500 1000 Feet

This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon. d:\projects\hking\marsh ArcStation

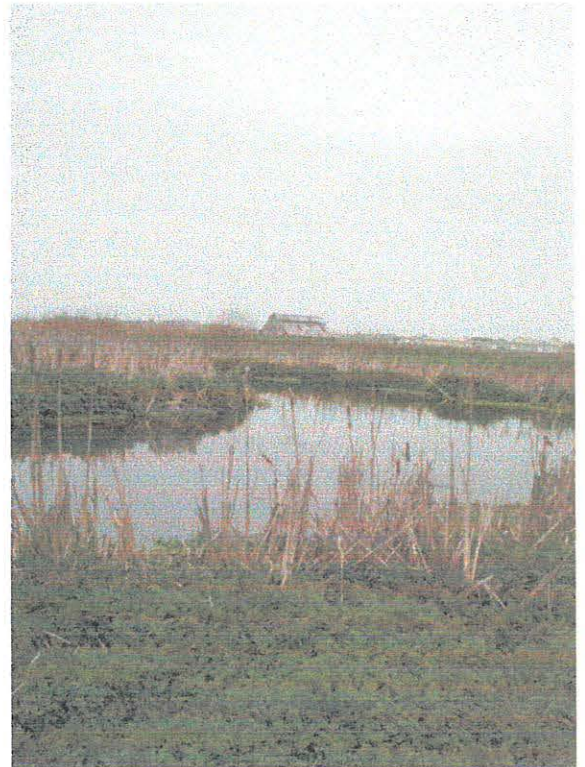
City of Arcata Trustlands Utilitization Report



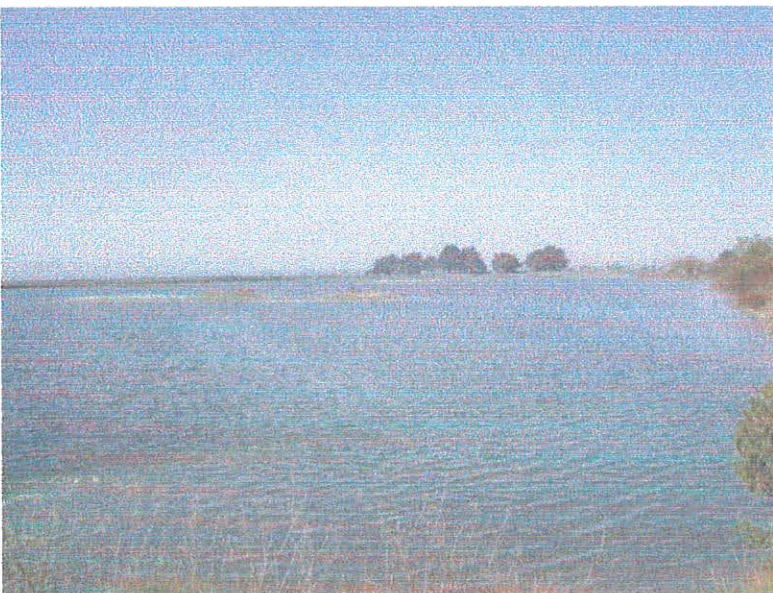
George Allen Pond



Dan Hauser Pond



Bob Gearhart Pond



Frank Klopp Pond

City of Arcata Trustlands Utilitization Report



Boat Launch at the Arcata Marsh



No Name Pond at the Arcata Marsh

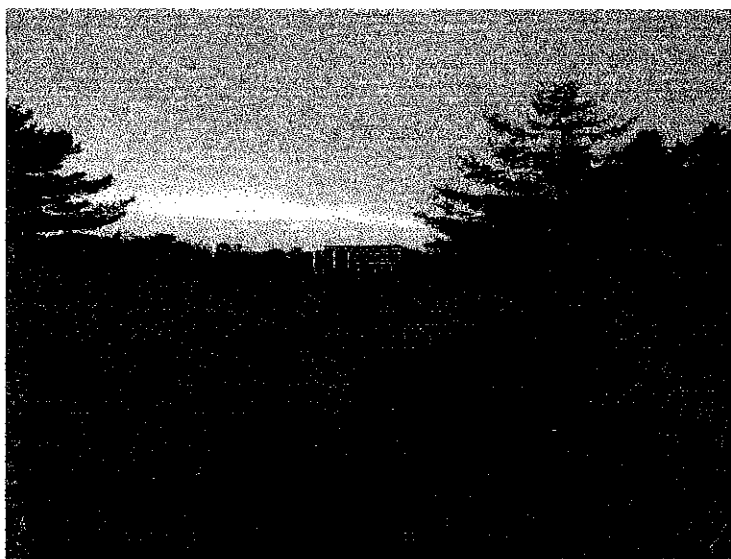


Bench at Klopp Lake

City of Arcata Trustlands Utilitization Report



Mt. Trashmore looking east.



Bird Blind at Mt. Trashmore

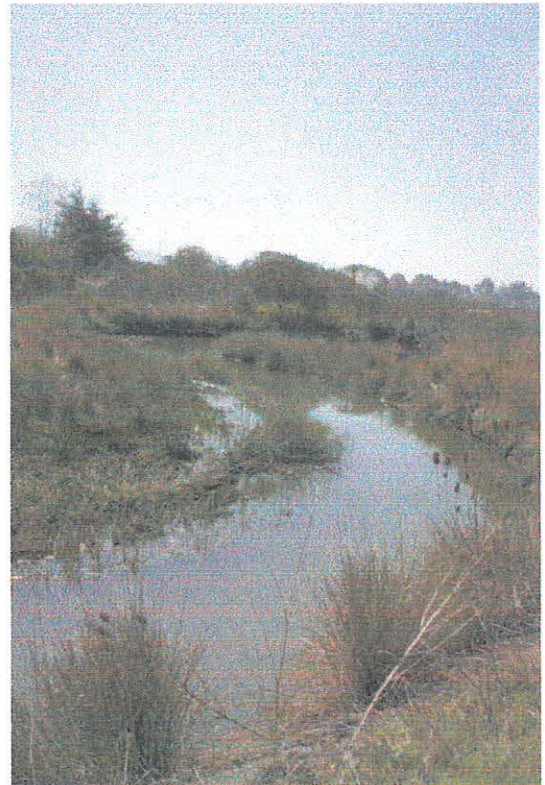
City of Arcata Trustlands Utilitization Report



Log Pond at the Arcata Marsh



Butcher slough



Butcher Slough



City of Arcata Trustlands Utilitization Report

Marsh Interpretive Center,
view looking north from Butcher's Slough



Marsh Interpretive Center, southside

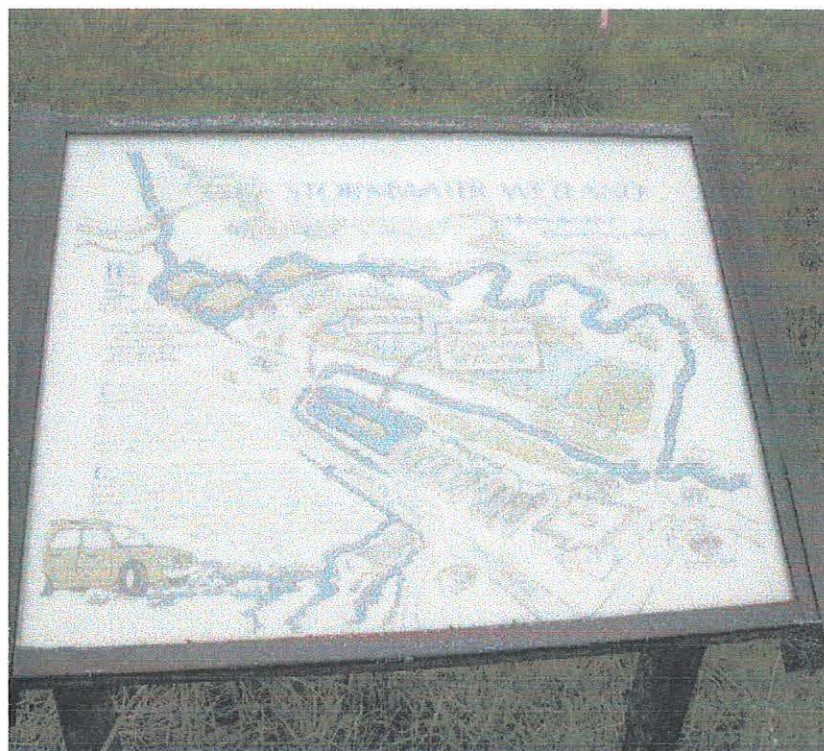


Marsh interpretive Center, north side

City of Arcata Trustlands Utilization Report



Stormwater wetland on South G Street



Interpretive sign at the Stormwater wetland



Log Pond at the Arcata Marsh



Trail at the Arcata Marsh near the Log Pond



Restored salt marsh near the oxidation ponds

City of Arcata Trustlands Utilitization Report



School children at the Arcata Marsh

City of Arcata Trustlands Utilitization Report



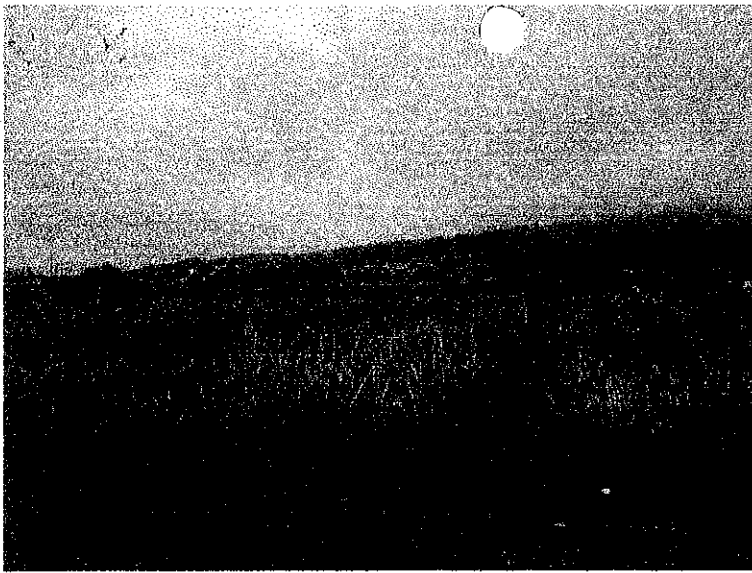
Aquaculture ponds



Aquaculture Ponds

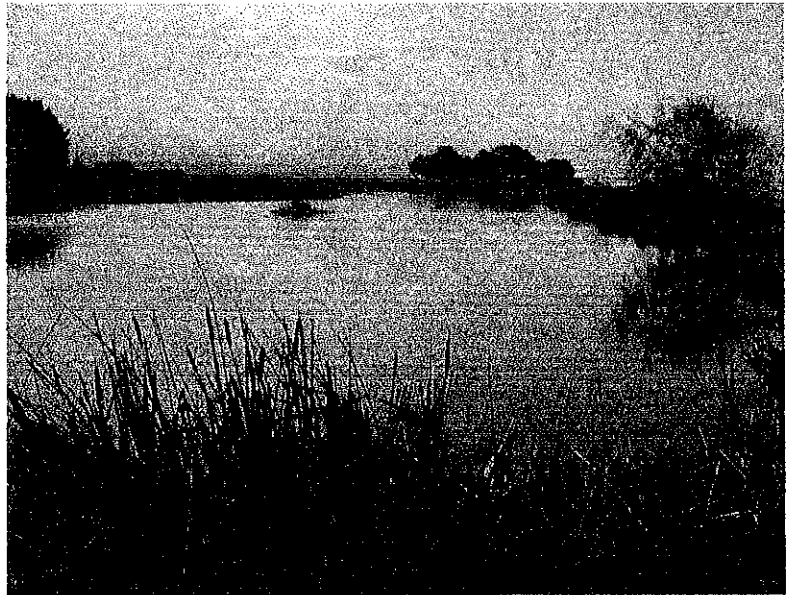


Aquaculture Ponds



Treatment Marshes 1 and 2

City of Arcata Trustlands Utilitization Report

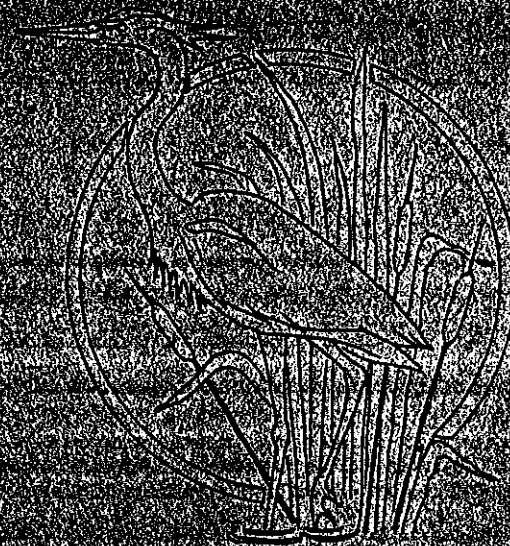


Oxidation Pond



Treatment marsh

Year 2000 Report



Arcata Marsh Interpretive Center

Presented by
Denise Homer
Interpretive Naturalist

Statistical Information on the Arcata Marsh and Wildlife Sanctuary

Annual Visitors to the Arcata Marsh Interpretive Center

2000 - 17,903

1999 - 15,417

1998 - 9,218

1997 - 8,959

1996 - 7,416

1995 - 6,181

Special Events 2000

Godwit Days

Wetlands Month

Art Show Opening

Master's Tours

Teacher's Training

Wetlands Grade School Play

March for the Marsh

Native Plant Day

Invasive Weed Week Kick Off

Marsh Explorers

Canoe the Slough

Volunteer Training

Volunteer Appreciation Dinner

Who Visits?

According to surveys our visitors are:

16% first time visitors 84% repeat visitors (2000)

12% first time visitors 88% repeat visitors (1998)

13.4% nonresident 86.6 Humboldt County Residents (1998)

41% Arcata 41% Humboldt County 13% Eureka 5% Out of Area (1986)

Where Do They Come From?

According to our visitor log for the year 2000 our visitors come from:

Australia, Austria, Canada, Dominican Republic, England, Finland, France, Germany, India, Israel, Italy, Japan, South Korea, The Netherlands, New Zealand, Rwanda, Scotland, Spain, and all 50 states of the US.

Arcata /FOAM Task Force Update

background

A working group was created to improve the relationship between the City and FOAM by more clearly defining tasks required to accomplish education and outreach goals for the Arcata Marsh Interpretive Center (AMIC) and the Arcata Marsh and Wildlife Sanctuary (AM&WS). The working group agreed upon five tasks.

Accomplishments in Five Task Areas for 2000

#1. Improve volunteer recruitment, training, scheduling, and retention program.

1. Eighty volunteers have led tours and/or staffed AMIC this past year.
2. City Staff have taken responsibility for scheduling both tour requests and AMIC staffing.
3. FOAM schedules Saturday tours.
4. Docent training was presented twice last year with both City Staff and FOAM leading sessions. Five Master's Tours were also presented as continuing education.
5. First Annual Volunteer Appreciation Potluck Dinner held with 50 volunteers attending. Certificates were created by City Staff and presented to the volunteers.
6. New guidelines for wastewater treatment plant tours were established by a committee of City Staff and FOAM volunteers.

#2. Improve community outreach.

1. Both FOAM and City Staff have worked on updating and improving our web site.
2. Five special interest Master's lectures/tours were presented with pre-publicity to the general public.
3. Free family activities during Godwit Days
4. Jacoby Creek School presented a wetlands play at AMIC for the public.
5. Wetlands Month activities for the public.
6. Art show openings advertised to general public.
7. Marsh Explorers, a children's summer day program coordinated with the Natural History Museum ran for three weeks.
8. Native Plant Day coordinated with numerous agencies for the public.
9. City Staff gave slide presentations and talks to local service groups as requested.
10. Lecture series developed with Redwood National Park, and presented at the New Community Center since we have no window coverings for slide viewing in Spring/Summer.

#3. Improve outreach and education to schools.

1. Staff attended teacher meetings at local schools to discuss how they could utilize the marsh and to take a survey showing marsh use and impediments to use.
2. Survey data from several schools compiled to determine problems to marsh use and solutions.
3. Flyers mailed to schools about marsh opportunities for classes.
4. Teacher's Training Day through HSU taught by Jim Welch at the marsh.

#4. Improve outreach and education to the birding community.

1. AMIC maintains a bird sighting list.
2. The City and FOAM participated in Godwit Days with children's activities at AMIC.
3. The City provided an Early Bird Walk on Friday afternoon of Godwit Days for the many visitors who arrive early.
4. Redwood Region Audubon Society Members who provide Saturday morning tours were invited to the volunteer appreciation potluck dinner and awarded certificates of appreciation.

#5. Improve outreach and education for tourists.

1. Coordinate with Arcata Downtown Business Community and the Chamber of Commerce to redesign the City's Birdwatching brochure. Target date for publication: Godwit Days 2001.
2. Led tours for HSU Elderhostel program during summer.
3. Coordinate with Arcata Downtown Business Community and the Chamber of Commerce to insure that AMIC staff has the latest brochures and information on events, activities and locations in Humboldt County.
4. Creation of new exhibit on Enhancement to be installed February 2001.

AMIC Visitation and Book Store Sales for 2000

As shown on the visitation and book store sales chart:

Increase In Sales for 2000 = 21.56%

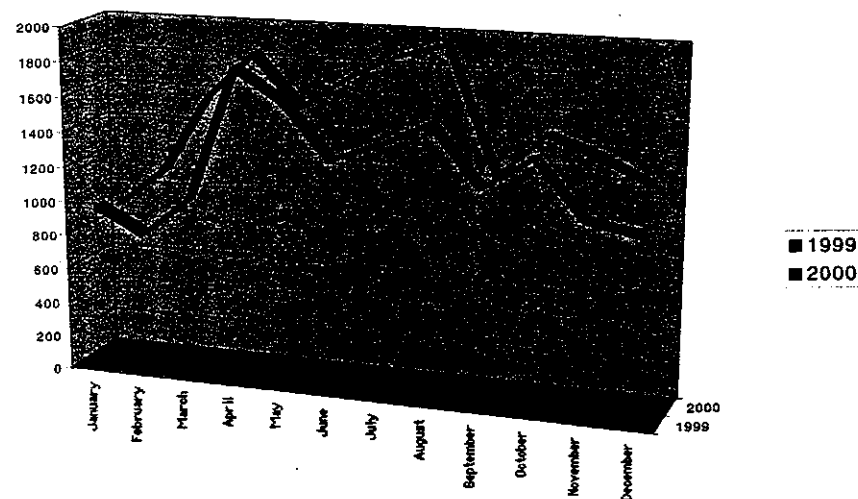
Increase In Visitation for 2000 = 16.13%



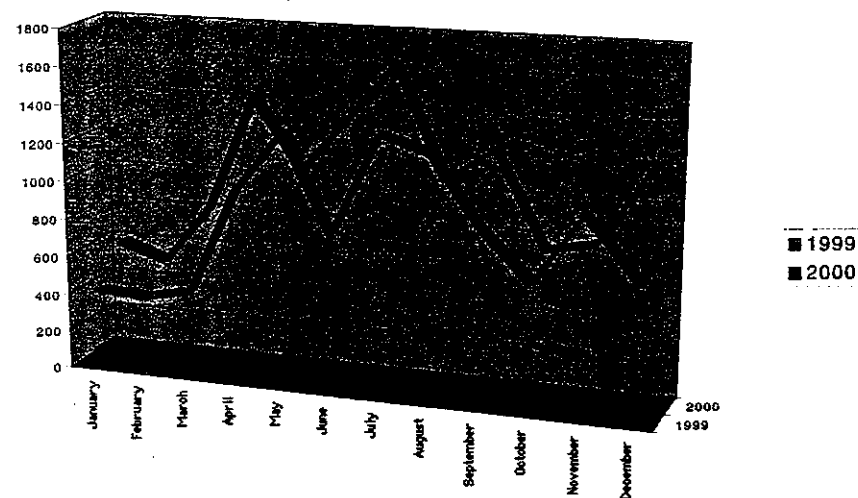
1999-2000 AMIC Visitation and Book Store Sales

Month	1999 Walk-In Visitors	2000 Walk-In Visitors	1999 Book Sales	2000 Book Sales
January	963	910	\$412.78	\$597.36
February	816	1,126	\$391.62	\$517.31
March	1,043	1,577	\$442.03	\$818.08
April	1,806	1,836	\$995.81	\$1,435.16
May	1,641	1,549	\$1,312.97	\$1,060.67
June	1,333	1,733	\$812.39	\$1,346.42
July	1,435	1,863	\$1,339.78	\$1,647.51
August	1,571	1,945	\$1,260.78	\$1,070.42
September	1,238	1,238	\$908.71	\$1,245.40
October	1,424	1,486	\$656.81	\$753.93
November	1,101	1,387	\$1,020.72	\$802.05
December	1,046	1,253	\$722.65	\$1,197.99
Year Totals	15,417	17,903	\$10,277.05	\$12,492.30

AMIC Walk-In Visitors



AMIC Book Store Sales



AMIC Monthly Interpretive Report

Month/Year January 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 236

Total Walk-in Visitors 910

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			2	2	2	2
Saturday WWTP Tours						
Special Request WWTP Tours			1	18	1	18
Special Request Tours			2	29	2	29
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings						
Special Events						
ACTIVITIES TOTALS			5	49	5	49
Groups Requesting Tours			Groups Self Tour			
Pacific Union School - 3rd grade			Pacific Union			
Laural Tree			Eureka Community School			
CCC's						

AMIC Monthly Interpretive Report

Month/Year February 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 232

Total Walk-in Visitors 1126

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			2	4	2	4
Saturday WWTP Tours			1	10	1	10
Special Request WWTP Tours			1	25	1	25
Special Request Tours	1	22	1	50	2	72
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels	1	37			1	37
Master's Tour						
Art Openings						
Special Events						
ACTIVITIES TOTALS	2	59	5	89	7	148
Groups Requesting Tours			Groups Self Tour			
Jacoby Creek after school program			Rio Dell Elementary			
Jacoby Creek 2nd grade (two classes)			Jacoby Creek 3rd grade			
Pacific Union 3rd grade			Pacific Union 3rd grade			
CCC's Fortuna						

AMIC Monthly Interpretive Report

Month/Year March 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 248

Total Walk-in Visitors 1577

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			1	4	1	4
Saturday WWTP Tours			1	8	1	8
Special Request WWTP Tours			1	18	1	18
Special Request Tours	1	20	9	278	10	298
Public Nature Walk						
At Marsh Talks	1	17			1	17
Away From Marsh Talks						
Wetland On Wheels	1	40			1	40
Master's Tour						
Art Openings						
Special Events - Tree Planting	1	40			1	40
Jacoby Creek Wetlands Play	1	78			1	78
Teacher's Training HSU Jim Welch			1	20	1	20
ACTIVITIES TOTALS	5	195	13	328	18	523

Groups Requesting Tours	Groups Self Tour
Trillium School K-3	Travel Writer's Convention
Utah Spring Break Away - College	Mendocino College
Whitethorn K-6 Worthington School 1st & 2nd	Pacific Union 3rd grade
Washington School 4th grade Briceland Jr. High	
State & National Parks HSU Engineering	
Penninsula School Class ages 10-18	
Eureka Boys & Girls Club ages 12-18	
Sunset 3rd grade Sunnybrae 8th grade	

AMIC Monthly Interpretive Report

Month/Year April 2000

Submitted by

Denise Homer, Interpretive Naturalist

Total Hours Open 240

Total Walk-in Visitors 1836

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			2	8	2	8
Saturday WWTP Tours			1	5	1	5
Special Request WWTP Tours	1	3	1	5	2	8
Special Request Tours	1	17	6	172	7	189
Public Nature Walk	1	6			1	6
At Marsh Talks						
Away From Marsh Talks	1	20			1	20
Wetland On Wheels						
Master's Tour			1	25	1	25
Art Openings			1	82	1	82
Special Events - March for Marsh			1	310	1	310
Native Plant Day			1	25	1	25
Woodwit Days			1	69	1	69
ACTIVITIES TOTALS	4	46	15	701	19	747
Groups Requesting Tours			Groups Self Tour			
HSU Wildlife Manilla Preschool			Ridgewood School			
Rotary Club Girl Scouts			Freshwater School			
PEO University of Mexico						
Zoe Barnum High School						
Trinidad School 2nd & 3rd grade						
Marshall School K & 1st						
Sunset 3rd grade						

AMIC Monthly Interpretive Report

Month/Year May 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 248

Total Walk-in Visitors 1549

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours						
Saturday WWTP Tours			1	3	1	3
Special Request WWTP Tours			4	100	4	100
Special Request Tours			16	509	16	509
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels			2	59	1	59
Master's Tour			1	5	1	5
Art Openings						
Special Events						
Wetlands Month Chidrens Program			1	2	1	2
Wetlands Month Guest Speaker	1	12			1	12
ACTIVITIES TOTALS	1	12	25	678	25	678

Groups Requesting Tours	Groups Self Tour
Humboldt Home School Ridgewood School	Natural History Museum
Eureka High School Shasta College Winship Jr. High	Jacoby Creek
Evergreen Elementary, Cottonwood, CA	
Fortuna Elementary Washington School	
Fortuna Town School Sunset School Ambrosis 2nd Grade	
McKinleyville Middle School Lafayette School	
Northcoast Parents Preschool Tule Lake High School	

AMIC Monthly Interpretive Report

Month/Year June 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 240

Total Walk-in Visitors 1733

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			3	8	3	8
Saturday WWTP Tours			1	2	1	2
Special Request WWTP Tours			0	0	0	0
Special Request Tours			6	402	6	402
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels			1	24	1	24
Master's Tour						
Art Openings						
Special Events						
BEF at C/R 2 days			2	240	2	240
Marsh Explorers 5 days			5	75	5	75
ACTIVITIES TOTALS			18	751	18	751

Groups Requesting Tours	Groups Self Tour
Zane Jr. High	
HSU Elder Hostel	
unction City Elem. 6, 7 & 8 grade	
Lafayette Elem. 4th grade	
Home School Group	

AMIC Monthly Interpretive Report

Month/Year July 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 248

Total Walk-in Visitors 1863

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			4	42	4	42
Saturday WWTP Tours			1	12	1	12
Special Request WWTP Tours						
Special Request Tours	2	39	5	107	7	146
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings						
Special Events						
Marsh Explorers 5 days			5	31	5	31
ACTIVITIES TOTALS	2	39	15	192	17	231

Groups Requesting Tours	Groups Self Tour
Hydesville Summer School K-8	Mad River Children's Center
HSU Elder Hostel	HSU Wildlife Class
Eureka City Summer School	Healthsport Day Camp
Penninsula Elementary	Jacoby Creek School
McKinleyville Recreation	
Fieldbrook School Summer Recreation	
HSU - HOP	

AMIC Monthly Interpretive Report

Month/Year August 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 248

Total Walk-in Visitors 1945

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			3	18	3	18
Saturday WWTP Tours			1	4	1	4
Special Request WWTP Tours						
Special Request Tours	1	3	3	47	3	47
Public Nature Walk						
at Marsh Talks						
Way From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings						
Special Events						
Marsh Explorers 5 days			5	31	5	31
Invasive Weed Week Kick Off			1	27	1	27
ACTIVITIES TOTALS	1	3	13	127	13	127

Groups Requesting Tours	Groups Self Tour
Jacoby Creek School	Mad River Children's Center
Washington City Council Group	Healthsport Day Camp
Humboldt EduCare	
Invasive Weed Week	

AMIC Monthly Interpretive Report

Month/Year September 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 231

Total Walk-in Visitors 1238

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			1	5	1	5
Saturday WWTP Tours			1	4	1	4
Special Request WWTP Tours			2	16	2	16
Special Request Tours			3	73	3	73
Public Nature Walk						
Marsh Talks						
Way From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings						
Special Events						
Volunteer Training - 3 days	1	14	2	28	3	42
ACTIVITIES TOTALS	1	14	9	98	10	112

Groups Requesting Tours	Groups Self Tour
Bloomfield School	Jacoby Creek School
Fortuna Academy	Pacific Union
Humboldt Home Schooling	Humboldt State University
Humboldt State University	

AMIC Monthly Interpretive Report

Month/Year October 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 248

Total Walk-in Visitors 1486

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			3	13	3	13
Saturday WWTP Tours			1	2	1	2
Special Request WWTP Tours	1	2	1	11	2	13
Special Request Tours			7	140	7	140
Public Nature Walk						
At Marsh Talks	2	50	3	106	5	156
Away From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings						
Special Events -Canoe the Slough			2	20	2	20
ACTIVITIES TOTALS	3	52	17	292	20	344

Groups Requesting Tours	Groups Self Tour
Bloomfield School - 3rd grade	Jacoby Creek School
Community School	LBJ Enterprise
Marshall School - K-3	Humboldt State University - three classes
Eureka High School	
South Bay Elementary - 6th grade	
Arcata Christian School - 5th & 6th grade	
Whale Gulch School - Jr. High	
Cutten School - 5th grade	

AMIC Monthly Interpretive Report

Month/Year November 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 232

Total Walk-in Visitors 1387

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours			2	5	2	5
Saturday WWTP Tours			1	2	1	2
Special Request WWTP Tours	3	24			3	24
Special Request Tours			2	61	2	61
Public Nature Walk						
At Marsh Talks	2	28			2	28
Away From Marsh Talks						
Wetland On Wheels						
Master's Tour						
Art Openings			1	30	1	30
Special Events -WOW Training			2	20	2	20
Thanksgiving Day Tour			1	5	1	5
Artist Walk			1	14	1	14
ACTIVITIES TOTALS	5	52	10	137	15	189

Groups Requesting Tours	Groups Self Tour
Washington Elementary - 5th grade	Jacoby Creek School
City of Austin	Pacific Union
Audubon Expedition Institute	HSU Environmental Assesment
HSU Microbial Biology	
HSU Ecosystems Analysis	
Arcata Parks and Rec Camp	

AMIC Monthly Interpretive Report

Month/Year December 2000

Submitted by Denise Homer, Interpretive Naturalist

Total Hours Open 240

Total Walk-in Visitors 1253

INTERPRETIVE ACTIVITIES	STAFF		VOLUNTEERS		TOTALS	
	Number Conducted	Total Visitors	Number Conducted	Total Visitors	Number Conducted	Total Visitors
General Saturday Tours						
Saturday WWTP Tours			1	15	1	15
Special Request WWTP Tours						
Special Request Tours			3	32	3	32
Public Nature Walk						
At Marsh Talks						
Away From Marsh Talks						
Wetland On Wheels						
Master's Tour			1	40	1	40
Art Openings			1	41	1	41
Special Events						
WOW Training - Americorps			1	10	1	10
ACTIVITIES TOTALS			7	138	7	138

Groups Requesting Tours	Groups Self Tour
Pacific Union School - 3rd grade	CCC's
News Channel 3	Redway School
Salmon Creek School	Arcata Parks & Rec Camp
	South Fork High School

AMIC Staffing Volunteers 2000

Salem Peterson 4
Erika Caceres 4
Louise Watson 4
Leslee Mortimer 4
Kristen Dorris 12
Kerry Klosterman 4
Wendi Steffen 28
Jamie Bettaso 12
Arthur Barab 62
Charles & Barbara Parke 88.5
Mary Severdia 12
Sue Leskiw 24.5
Mary Bobillot 4
Susan Barnstein 17
Steven Strom 108
Virgil and Phyllis McCollum 91
Krista Potter 4
Byron Love 20
Richard Vincent 38
Cory Jones 4
Steven Santos 4
Vanessa Mobly 24
Mindy DeCesar 4
Sara Starr 4
Cara Millsap 22
Kirk Bishop 38
Jessica Hebert 8
Sheyna Von Jeneff 65
Jimmy Clearfield 95
Alan Laurent 10
Sue O'Conner 6
Jennifer Reents 11
Kristen Dorris 12
Gael Hodgkins 30
Cathi Wergaurd 4
Diana Heberger 3.5
Roberta Gonzales 12
Nancy Keiber 10
Lishka Arata 4
Michelle Truitt 4
Ken Stella 4
Kam Goodell 7
Brian Mendenhall 3
Amanda Austin 10
Denise Claus 9
Betty Sherman 2
Arlene Morris 2
Carol Thompson 4
Tom Pagan (Intern) 40
Emily Newby 4
Caroline Stimson 8

1008.5 hours donated

JULI

AGREEMENT BETWEEN CITY OF ARCATA
AND MARSH COMMONS HOMEOWNERS ASSOCIATION
FOR IMPROVEMENTS TO AN AREA OF THE
ARCATA MARSH AND WILDLIFE SANCTUARY
BETWEEN THE WESTERN BORDER OF THE MARSH COMMONS PROPERTY
AND THE SEDIMENT BASIN ON LOWER JOLLY GIANT CREEK/BUTCHERS SLOUGH

AGREEMENT made on May 17, 1996 between the City of Arcata, a municipal corporation, (referred to as "CITY"), and Marsh Commons Homeowners Association, (referred to as "MARSH COMMONS").

WHEREAS, the City agrees to authorize Marsh Commons to make certain improvements to City-owned lands adjacent to the Marsh Commons Co-Housing Project. The lands in question lie between the western border of the Marsh Commons property and the sediment basin on lower Jolly Giant Creek/Butchers Slough. See Exhibit "A," Map of area.

WHEREAS, City-owned lands will be managed by the City as part of the Arcata Marsh and Wildlife Sanctuary. The Arcata Marsh and Wildlife Sanctuary is managed for wildlife habitat, education, and passive recreational opportunities for the public.

I. SERVICES AND CONDITIONS

A. SERVICES

1. Marsh Commons will:

- a) Remove the gravel parking lot. Any work done in this area must include grading and erosion control methods designed to prevent any materials from entering Butchers Slough.
- b) Revegetate the area with native vegetation as specified in the attached Landscaping Plan (see Exhibit "B") and Plant List (See Exhibit "C") that has been approved by the Director of Environmental Services and the California Department of Fish and Game.
- c) Maintain the revegetated area to insure survival of the vegetation to be planted.
- d) A section of low fence shall be constructed by Marsh Commons to provide some visual delineation of the project site's western boundary and as a reminder that the open area west of the site is public land.

B. CONDITIONS

1. The maintenance of the vegetation shall conform to the conditions put forth by the California Coastal Commission Permit conditions, which state:

- a) The vegetation shall be planted by January 1 of the first rainy season following commencement of the project construction;
 - b) Any planted vegetation that dies will be replaced on a one-to-one ratio for the life of the project. The narrative describing the planting specifications and maintenance techniques are attached (Exhibit "D").
- 2. Prior to commencing work, Marsh Commons will join the City's Adopt-a-Creek program (Exhibit "E") and follow the required protocol:
 - a) Marsh Commons volunteers will sign a Release of Liability form from the City of Arcata and maintain a work log for the times that they work on the City-owned lands. This log will be turned into the Environmental Services Department in a timely manner.
- 3. The fence shall be a "low-profile, aesthetic fence, eight to twelve feet in length, at two locations, specified by the Environmental Services Department, along the property line between the project site parcel and the City-owned parcel west of the site. The fences are to be generally at the northern and southern ends of the project.

D. TERM

This agreement will begin at the time of execution of the agreement and continue for five years, unless it is terminated earlier according to the provisions of the termination clause of this agreement. This agreement, based upon knowledge of existing conditions, is subject to written amendments.

II. RELATIONSHIP OF PARTIES

The parties intend that Marsh Commons, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Marsh Commons is not to be considered an agent or employee of CITY, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that CITY provides for its employees.

III. INSURANCE

The insurance requirements shall be part of the Adopt-a-Creek program (See Exhibit "E").

IV. INDEMNITY

Marsh Commons agrees to protect, defend, indemnify and hold CITY, its officers, employees and agents free and harmless from and against any and all losses of every kind of character arising out

of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this AGREEMENT and/or the performance hereof. Marsh Commons further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related hereto.

Likewise, CITY agrees to protect, defend, indemnify and hold Marsh Commons, its officers, employees, and agents free and harmless from and against any and all losses of every kind of character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this AGREEMENT and/or the performance hereof. CITY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related hereto.

V. ATTORNEY FEES

If any such action shall be brought to enforce this agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this agreement, or for the recovery of the property, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees.

VI. CONTRACT TERMS TO BE EXCLUSIVE

This written AGREEMENT contains the sole and entire AGREEMENT between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this AGREEMENT or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it is relied on its own judgment in entering into the AGREEMENT. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

VII. NONDISCRIMINATION

This agreement is made and accepted upon and subject to the following conditions: Namely, that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, national origin, ancestry, sex, marital status, handicaps, age or religion.

VIII. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this AGREEMENT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the City Council of the CITY and MARSH COMMONS. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or

affecting this AGREEMENT, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

IX. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This AGREEMENT and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this AGREEMENT, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

X. TERMINATION

This AGREEMENT may be terminated by either party upon four months written notice. CITY and MARSH COMMONS agree that, should notice of termination be given by either party, both parties will meet to address cause of desired termination and present recommendations and a course of action to prevent such termination.

X. CONTRACT IS NON-TRANSFERABLE

Neither party shall assign, sublet, or transfer its obligation under this AGREEMENT without the written consent of the other.

XI. NOTICES

All notices, demands or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the U.S. mail registered and postage prepaid, and addressed as follows:

to CITY

City of Arcata
736 "F" Street
Arcata, CA 95521

to MARSH COMMONS

Marsh Commons Homeowners Association
101 H Street, Suite A
Arcata, CA 95521

Executed at Arcata, California on 5/17/96

CITY OF ARCATA

By: Alice Harris
Alice Harris, City Manager

MARSH COMMONS HOMEOWNERS ASSOCIATION

By: Kir Clardy-Williams

Title: for Marsh Commons Homeowners
Ass'n.

Marsh Commons
101 H St., Arcata
Kit Crosby-Williams
707 822 6609

PLANT LIST FOR REVEGATION OF BERM ADJACENT TO
MARSH COMMONS PROJECT

Unless otherwise noted all plants will be of root stock, size as called out in landscape plan, from local sources.

BOTANICAL NAME	COMMON NAME	SIZE (gal.)	#
PHASE ONE			
acer macrophyllum	big leaf maple	5	3
alnus rubra	red alder	5	2
garrya elliptica	silktassel	5	3
myrica californica	wax myrtle	5	4
mallus fusca	oregon crabapple	5	4
pinus contorta	shore pine	5	3
umbellaria californica	california bay	5	3
[existing on berm]	willow	a.	15
<u>native fence</u>			
rubus parviflorus	thimble berry		50
rubus spectabilis	salmonberry	b.	50
rubus vitifolius	california blackberry		50
<u>meadow mix</u>			
festuca idahoensis	idaho fescue		
festuca rubra molate	red fescue	seed	
hordeum brachyantherum	meadow barley		
leymus triticiodes	creeping wildrye		

a. this species will be started from plants on the berm, using starts treated with rootone.

b. all rubus have, or will be, from locally collected plant starts.

Marsh Commons 2.

BOTANICAL NAME	COMMON NAME	SIZE(gal)	#
PHASE TWO			
acer circinatum	vine maple	5	1
lonicera involucrata	twin berry	1	10
malus fusca	oregon crabapple	5	1
rosa gymnocarpa	wild rose	1	7
rhododendron macrocarpa	western rhododendron	1	9
rhododendron occidentalis	western azalea	1	10
spiraea douglasia	western spiraea	1	2

upland mix

agropyron t. majus	slender wheatgrass		
bromus carinatus	california brome		
eschscholizia californica	california poppy	seed	
festuca rubra molate	red fescue		
hordeum brachyantherum	meadow barley		
leymus triticoides	creeping wildrye		

PHASE THREE

cornus nuttallii	pacific dogwood	5	1
sambucus caerulea	blue elberberry	5	6
spiraea douglasia	western spiraea	1	2

State of California

Memorandum

RECEIVED

MAY 21 1996

CITY OF ARCATA
OFFICE OF THE CITY MANAGER

To: Mr. Robert Merrill
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105-2219

Date: May 20, 1996

From: **Department of Fish and Game - Region I**, 619 Second Street, Eureka 95501

Subject: Marsh Commons Revegetation Plan, Arcata, Humboldt County

Department of Fish and Game staff have reviewed the Marsh Commons Revegetation Plan (see attached) prepared by Ms. Kit Crosby-Williams.

The plan proposes a phased approach to the revegetation effort beginning with native tree, shrub and grass species to be planted in phase one (year one). Phase two will include shrubs more suited to a partially shaded environment (year three). Phase three (year five) will include plants which will need an established overstory of larger trees and shrubs.

In addition, the "Agreement" between the City of Arcata and the Marsh Commons Co-Housing Homeowners Association includes provisions for season of planting, drip irrigation, replacement and substitution of native plants, etc. to insure the success of the revegetation efforts.

We had expressed concerns with the on-going human use of the Marsh Commons site and potential disturbance to the wildlife using the Arcata Marsh. We believe that upon establishment of the trees and shrubs a suitable visual buffer will have been established to offset potential disturbances.

If you have any questions regarding the above comments, please give me a call at (707) 441-5789 or ATSS 8-538-5789.

Sincerely,

Karen Kovacs
Associate Wildlife Biologist

attach.

cc: Ms. Kit Crosby-Williams w/attach.

Mr. Mark Andre, City of Arcata w/attach. ✓

Marsh Commons
101 H St., Arcata
Kit Crosby-Williams
707 822 6609

PLANT LIST FOR REVEGATION OF BERM ADJACENT TO
MARSH COMMONS PROJECT

Unless otherwise noted all plants will be of root stock, size as called out in landscape plan, from local sources.

BOTANICAL NAME	COMMON NAME	SIZE (gal.)	#
PHASE ONE (Year 1)			
acer macrophyllum	big leaf maple	5	3
alnus rubra	red alder	5	2
garrya elliptica	silktassel	5	3
myrica californica	wax myrtle	5	4
mallus fusca	oregon crabapple	5	4
pinus contorta	shore pine	5	3
umbellaria californica	california bay	5	3
[existing on berm]	willow	a.	15
<u>native fence</u>			
rubus parviflorus	thimble berry		50
rubus spectabilis	salmonberry	b.	50
rubus vitifolius	california blackberry		50
<u>meadow mix</u>			
festuca idahoensis	idaho fescue		
festuca rubra molate	red fescue	seed	
hordeum brachyantherum	meadow barley		
leymus triticiodes	creeping wildrye		

a. this species will be started from plants on the berm, using starts treated with rootone.

b. all rubus have, or will be, from locally collected plant starts.

Marsh Commons 2.

BOTANICAL NAME	COMMON NAME	SIZE(gal)	#
PHASE TWO (Year 3)			
acer circinatum	vine maple	5	1
lonicera involucrata	twin berry	1	10
malus fusca	oregon crabapple	5	1
rosa gymnocarpa	wild rose	1	7
rhododendron macrocarpa	western rhododendron	1	9
rhododendron occidentalis	western azalea	1	10
spiraea douglasia	western spiraea	1	2

upland mix

agropyron t. majus	slender wheatgrass		
bromus carinatus	california brome		
eschscholizia californica	california poppy	seed	
festuca rubra molate	red fescue		
hordeum brachyantherum	meadow barley		
leymus triticoides	creeping wildrye		

PHASE THREE (Year 5)

cornus nuttallii	pacific dogwood	5	1
sambucus caerulea	blue elberberry	5	6
spiraea douglasia	western spiraea	1	2

ADOPT-A-BERM

An Agreement between the City of Arcata, Environmental Services, and the Marsh commons Co-Housing Homeowners Association

Himallya berries will be controlled by weed eater and hand digging with the goal of eventually eradicating them.

Planting will be done during November, December, January, February and March in conjunction with the rains.

Plants will be planted in holes 1/2 to 1 times the size of the root ball or pot. All berries will be removed from the hole and to the drip line of each plant.

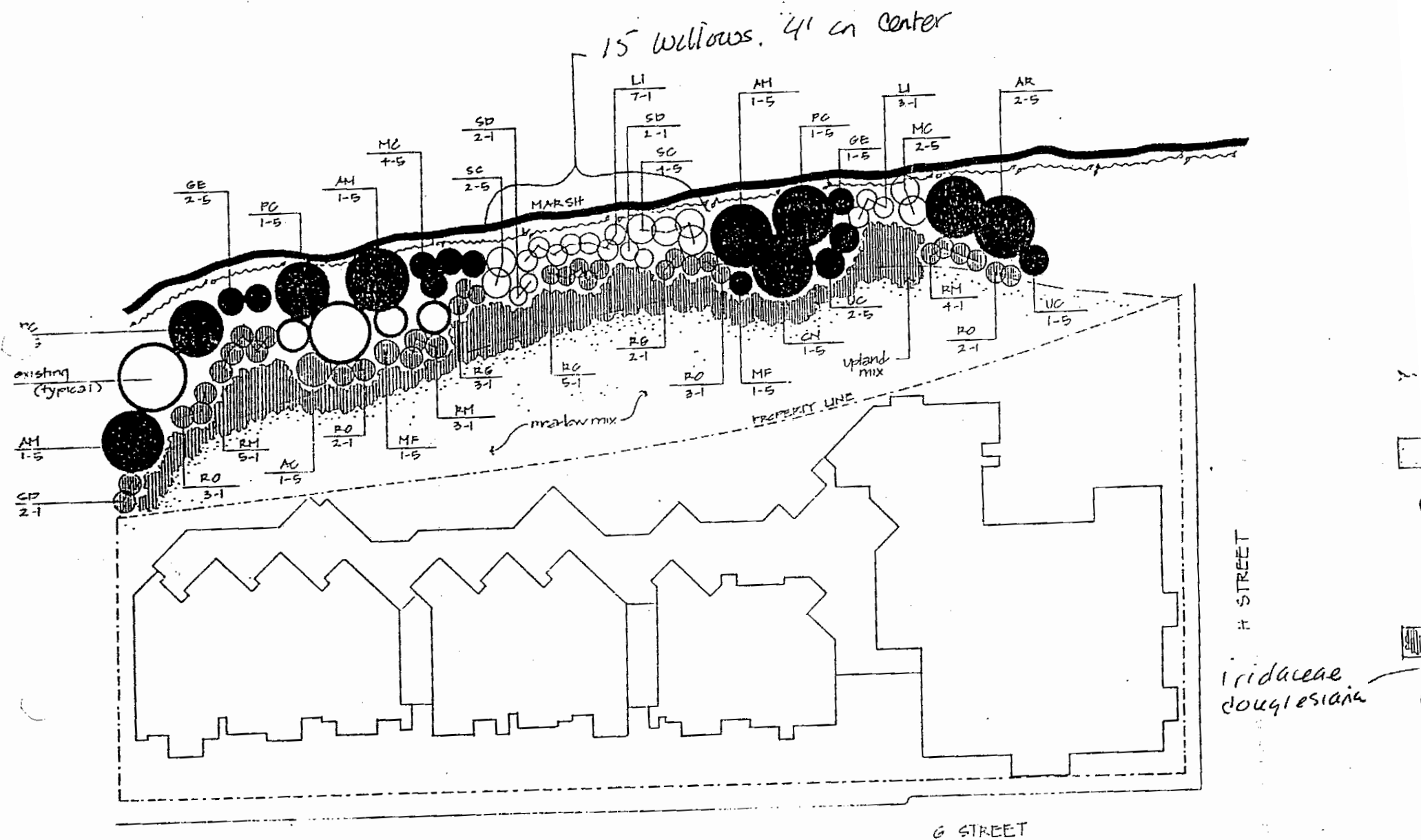
Soil amendments; compost, top soil and or redwood compost, will be used according to the individual species requirements for optimal growth and the condition of the soil in that part of the berm.

After the first year organic fertilizer will be used as needed on an individual plant basis.

Drip irrigation will be installed and used as need according to the weather; once per week during the dry season, none during the wet season and gradually diminishing with the age, growth and adaptation of the plants.

The third year after planting, if a species has not attained vigorous growth and the conditions for it are not favorable they will be replaced with a species better adapted to the microclimate.

All volunteers will sign a release of liability for the City of Arcata. The Marsh Homeowners Association will maintain a log for working on the city managed land. This log will be turned into the Environmental Services in a timely manner.



MARSH COMMONS

Agreement Between the City of Arcata
and
The Marsh Commons Homeowners Association

Exhibit "D"
Planting Specifications and Maintenance Techniques

- Himalaya berries will be controlled by weed eater and hand digging with the goal of eventually eradicating them.
- Plants will be planted in holes and 1 and ½ the size of the root ball or pot. All berries will be removed from the hole and to the drip line of each plant.
- Soil amendments, compost, top soil and/or redwood compost, will be used according to the individual species' requirements for growth and the condition of the soil in that part of the berm.
- Each plant will be mulched up to the drip line after planting. After the first year, organic fertilizer will be used as needed on an individual plant basis.
- Drip irrigation will be installed and used as needed according to the weather; once per week during the dry season, none during the wet
3 season and gradually diminishing with the age and adaptation of the plants.

AMENDMENT NO. 1
TO EXTEND MARICULTURE LEASE AGREEMENT WITH
SCOTT STERNER - NORTH BAY SHELLFISH TO APRIL 18, 2001

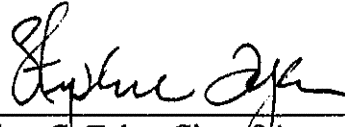
This is an Amendment to that certain Lease Agreement (herein referred to as "said Agreement") between the City of Arcata (hereinafter referred to as "City"), a municipal corporation, and Scott Sterner of North Bay Shellfish (hereinafter referred to as "Scott Sterner of North Bay Shellfish"). Said Agreement was signed by the City and Scott Sterner of North Bay Shellfish on April 18, 1995. It was effective April 18, 1995. This Amendment to said Agreement is effective as of the date the last party signs.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN TO BE PERFORMED, THE PARTIES AGREE AS FOLLOWS:

1. The term of this agreement is extended to April 18, 2001.

CITY OF ARCATA

Dated: 4/10, 2000

By: 
Stephen C. Tyler, City of Arcata Acting Manager

NORTH BAY SHELLFISH

Dated: 4/10, 2000

By: 
Scott Sterner, Owner

MARICULTURE LEASE

THIS AGREEMENT, made this April 18, 1995, by and between City of Arcata, a public Entity, hereinafter referred to as "the City," and SCOTT STERNER, hereinafter referred to as "Lessee."

Witnesseth:

In consideration of the mutual covenants, conditions, and agreements contained herein, THE PARTIES AGREE AS FOLLOWS:

1. TERM

CITY grants the property as lessor, and North Bay Shellfish takes the property as lessee, which property is more fully described in Exhibit A, attached hereto, in consideration of the payment of rent hereinafter provided.

2. PURPOSE

The purpose of this lease is to confer unto the Lessee the right and privilege to locate and maintain shellfish culture apparatus and associated equipment for the purpose of conducting a commercial operation for the cultivation of oysters and clams upon tide and submerged lands with the property described in Exhibit A attached hereto and incorporated herein by reference as if fully set forth. The property to be utilized by Lessee consists of approximately 174.6 acres of tide and submerged lands below the mean high water mark.

3. USE

It is the intention of this lease to grant the Lessee exclusive privilege of cultivating and harvesting shellfish in the herein described property and for placement of stakes or trays for the purpose of said cultivation of shellfish. Lessee shall use said property for no other purpose whatsoever.

4. PERMITS

As an express condition to the issuance and subsequent renewal of this lease, and before the Lessee shall have any rights or privileges hereunder, Lessee shall secure a Permit from the Humboldt Bay Harbor, Recreation and Conservation District and shall secure all necessary permits, including, but not limited to, a Permit from the Northcoast Regional Commission of the California Coastal Conservation Commission, or an exemption therefrom.

5. WARNING DEVICES

During the term of this lease, or any renewal or expansion thereof, Lessee shall install and maintain, at its sole cost and expense, such warning devices for navigation purposes as the City, or other agencies may require.

6 COMPLIANCE WITH LAWS

Lessee shall not do or permit to be done, or keep or permit to be kept, in or about the property hereinabove described anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority, including the City. This lease is conditioned upon Lessee obtaining, and at all times complying with, all local, state and federal licenses, permits, and requirements. Lessee further agrees that it will comply with all lawful orders and directions of any governmental authority, including, but not limited to, the City, Humboldt County Health Department, State Department of Health and the U.S. Food and Drug Administration.

7 WASTE, CONSTRUCTION AND IMPROVEMENTS

Lessee shall not commit, or allow to be committed, any waste, including oyster shells, to be left on or about the property hereinabove described, and shall not make or allow to be made, any construction or improvements on said tide or submerged lands without the prior written consent of the City. Lessee shall at no time conduct any act or maintain any facility or equipment in any manner than will constitute an impediment to navigation.

8 ASSIGNMENT

Neither this lease, nor any part thereof, nor any right conferred hereunder, shall be assigned or otherwise transferred by Lessee in whole or in part without the prior written consent of the City first had and obtained. Consent shall not be reasonably withheld. In addition, the same shall not be assigned in any proceeding by or against Lessee in bankruptcy or insolvency, or in any manner by operation of law.

9. TERM OF LEASE

The term of this lease shall be for a period of five (5) years beginning _____ and terminating _____

10. RENT

For the rights and privileges conferred hereby during the term of this lease, Lessee shall pay to the City such sum of money as hereinbelow enumerated:

The annual rent shall be 2.5% of the net annual profits. Lessee shall make payment at the beginning of each quarter in the amount of \$30.00. The balance of the rent shall be paid by April 15 of each year and must be submitted with a copy of the lessee's tax return showing net revenue for the previous calendar year.

11. REPORTING

Lessee shall deliver to City copies of all records prepared for the California Department of Fish and Game, State of California Department of Health, and Federal Food and Drug Administration, or any governmental agency relating to Lessee's use of City's property which is subject to this lease. Said records shall be copies of those records delivered to California Department of Fish and Game, State of California Department of Health, and Federal Food and Drug Administration, or any governmental agency.

12. RIGHT OF FIRST REFUSAL

At the termination of this lease Lessee shall be entitled to the first right of refusal for extending this lease for two additional periods of five years from April 18, 2000 to April 18, 2005 and from April 18, 2005 to April 18, 2010 upon any terms, conditions, covenants or rental consideration that may be agreed to by City and Lessee.

13. INSURANCE

The insurance requirements which must be met are described in EXHIBIT B and are incorporated herein.

14. INDEMNITY

Lessee agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and Lessee's performance hereof. Lessee further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto.

15. ATTORNEY FEES

If any action shall be brought to enforce this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the property, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees.

16. DISSOLUTION

In the case of dissolution of Lessee's business or cessation of operations, the lease will automatically be terminated.

17. CONDITION OF PREMISES UPON EXPIRATION OF LEASE

Upon the expiration of this lease, or any renewal or extension thereof, Lessee agrees to remove all of its property from the real property hereinabove described, and restore the same as reasonably possible to its natural condition, and otherwise leave the same in a good state of repair.

18. RIGHT OF ENTRY

The City shall have the right to enter the property hereinabove described, or any part thereof, or any adjacent areas controlled by the City, at any reasonable time for the purpose of inspecting the same, or for any other lawful purpose. Lessee shall provide the City, at such time as requested, samples of its living product for laboratory testing by the City or its agents or employees.

19. BREACH OF LEASE CONDITIONS

In the event Lessee breaches any term, covenant or condition of this lease, including payment of the annual rent, the City shall give Lessee notice in writing thereof. If the breach is subject to correction and Lessee corrects the same within

thirty (30) days after delivery or mailing or written notice, it shall not be penalized on account thereof. If such breach is not subject to correction, or if it is not corrected within thirty (30) days after such written notice thereof, any and all rights of Lessee under this lease, or any first right of refusal shall forthwith terminate.

20. REMOVAL

It is the purpose of this agreement to permit Lessee to grow shellfish for human consumption. If, due to a public health closure that is mandated by the California Department of Fish and Game, State of California Department of Health, and Federal Food and Drug Administration, or any governmental agency, harvesting of shellfish cannot occur for a period of one year or more, then Lessee may terminate this agreement and shall be allowed a reasonable amount of time, not exceeding twelve (12) months from termination, to remove all of their property and shellfish from the parcels.

If renewal permits for mariculture activity on the cited parcels, including any Coastal Development Permit and U.S. Army Corps of Engineers permit, are not obtained, Lessee shall have twelve (12) months to remove its equipment and shellfish from the sites.

In the event of either these occurrences, Lessee shall in any event be liable to the City for the rent as stated under Section 10.

21. BINDING EFFECT

Subject to the provisions of Section 10 hereof, this lease, and all of the terms, covenants and conditions hereof, and all terms, covenants and conditions required upon any renewal or extension hereof, shall be binding upon, and shall inure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties thereto.

22. NOTICE

Any notice required by this lease, or by law, shall be sufficient if directed by certified mail, postage prepaid, return receipt requested, to the City of Arcata, 736 F Street, Arcata, CA 95521 or to Lessee at

23. CANCELLATION

This lease may be canceled and terminated by the City when:

- a) Lessee fails to perform any covenant, term or condition set forth in this lease, as per Section 19;
- b) In the event Lessee fails to pay the quarterly fees within thirty (30) days at the close of the quarter in which the same is due;
- c) Lessee fails to possess a valid Mariculture and Oyster Cultivator's License issued by the State of California.
- d) This lease may be amended or canceled at any time by mutual agreement of the Lessee and the City when reduced to writing and executed by both parties.

24. THIRD PARTIES

It is understood and agreed that the City may lease all or portion of the herein described premises to third parties for mariculture uses or purposes that are compatible with the Lessee's use of the premises, except the cultivation of shellfish. Lessee shall be consulted in determining the compatibility of its use of the premises and other proposed uses. Nothing contained herein shall preclude the general public from the free use and enjoyment of the premises describe in Exhibit "A"

for recreational and navigational purposes.

25. TAXES

Lessee shall pay any and all taxes due any local, State or federal entity as the result of their operation in the leased premises.

26. SEVERABILITY

Should a provision of this lease become void or otherwise unenforceable, the remainder of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first hereinabove written.

CITY OF ARCATA

Public Entity

Alice Harris
Alice Harris, City Manager

NORTHBAY SHELLFISH COMPANY

Lessee

Scott Sterner
Scott Sterner

Exhibit "A"

To Agreement for Purchase and Sale of
Leasehold Rights in Arcata, California

Leasehold rights consist of 174.6 acres of tide and submerged land in Arcata Bay, Humboldt Bay, California. Parcels are two (2) each; Parcel one is located north and west of Sand Island consisting of 82.9 acres and Parcel two is located east and south of Sand Island consisting of 91.8 acres. Both parcels are located with land granted by the State of California to City of Arcata in form of a tidelands grant, dated 10, August 1913. Tideland was confirmed as ultimately being state land under trusteeship of the City of Arcata as per 16 October 1980 letter from State Lands Commission. These lands are also covered by Chapter 1238 of the Statutes of 1989.

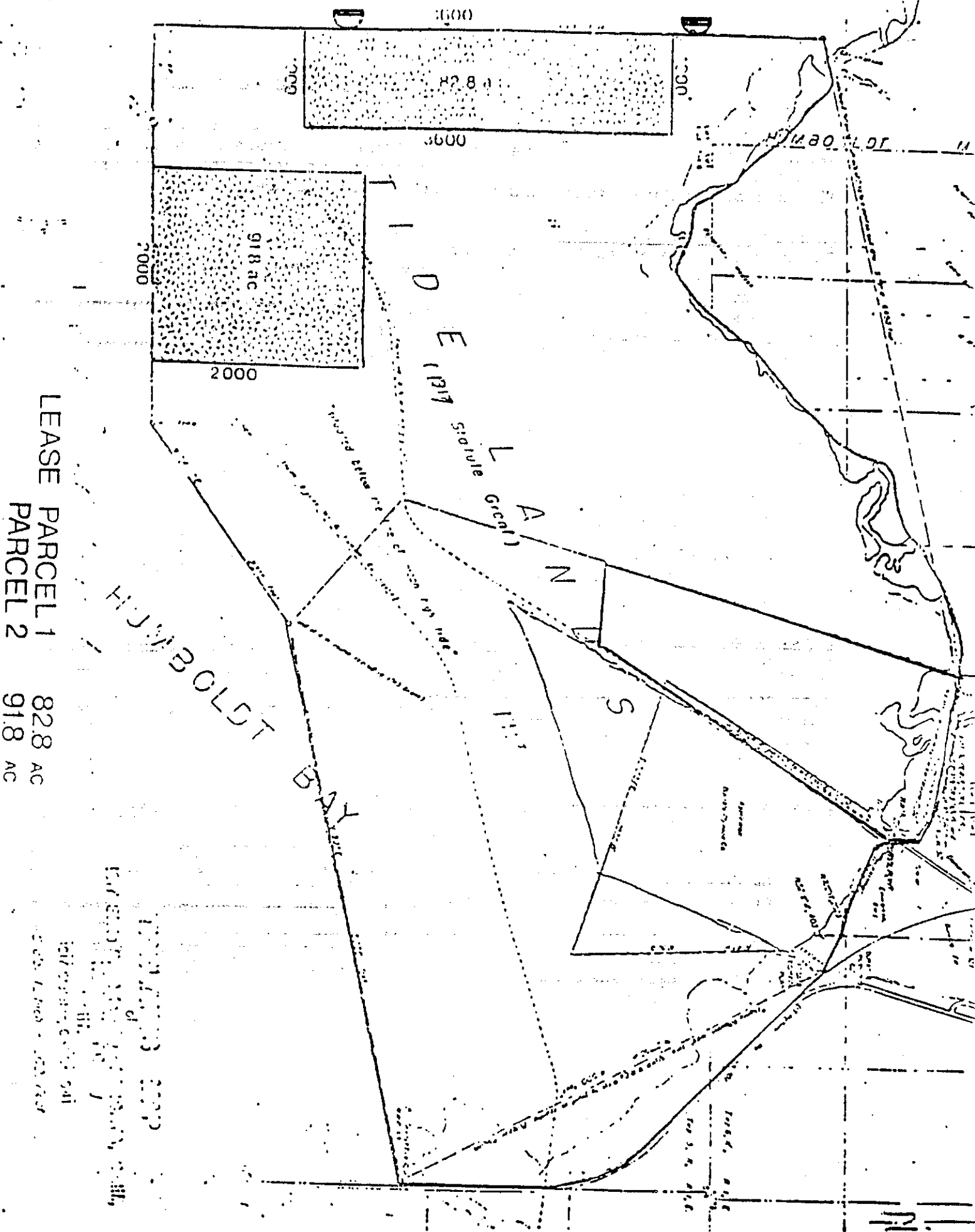
Description of leasehold as appears in City of Arcata Lease:

Parcel 1

Located at Humboldt Bay, California commencing at a point south 1440 ft from the Northwest corner of State of California Tideland Grant granted to City of Arcata 27 July 1917 by the people of the State of California thence east 1000 feet thence south 3600 feet thence west 1000 feet thence north 3600 feet back to point of beginning comprising 82.8 acres.

Parcel 2

Located at Humboldt Bay, California commencing at a point east 1500 feet from the southwest corner of State of California Tideland Grant granted to City of Arcata 27 July 1917 by the people of the State of California thence north 2000 feet thence east 2000 feet thence south 2000 feet thence west 2000 feet to point of beginning comprising 91.8 acres.



INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

CHAPTER FIVE

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except 'after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

~~Steve~~ AK

Agreement Between the City of Arcata, Scott Sterner, and Aqua Rodeo Farms
Authorizing Sublease of Mariculture Lease

This agreement, made this 6th of January, 1997 by and between the CITY OF ARCATA, a public entity, hereinafter referred to as "the City", SCOTT STERNER, also known as North Bay Shell Fish, hereinafter referred to as "Lessee," and AQUA RODEO FARMS, a partnership, hereinafter referred to as "Sub-Lessee."

As per "Section 8. Assignment" of the Mariculture Lease dated April 18, 1995 between the City and the Lessee, the City hereby consents to a sublease between Lessee and Sub-Lessee.

Sub-Lessee will meet all terms and conditions contained in the agreement between the Lessee and the City (Attachment "A").

The Lessee may charge Sub-Lessee a reasonable portion of the rents Lessee is paying to the City.

CITY OF ARCATA

Alice Harris
Alice Harris
City Manager

NORTHBAY SHELLFISH

Scott Sterner
Scott Sterner

AQUA RODEO FARMS

Sebastian J. Elrite
Sebastian Elrite

Steve Moore
Steve Moore

JUL 1

Agreement Between the City of Arcata, Scott Sterner, and Jeff Huffman
Authorizing Sublease of Mariculture Lease

This agreement, made this 21st of July, 1997 by and between the CITY OF ARCATA, a public entity, hereinafter referred to as "the City", SCOTT STERNER, also known as North Bay Shell Fish, hereinafter referred to as "Lessee," and JEFF HUFFMAN, also known as Emerald Pacific Seafoods, a limited partnership, hereinafter referred to as "Sub-Lessee."

As per "Section 8. Assignment" of the Mariculture Lease dated April 18, 1995 between the City and the Lessee, the City hereby consents to a sublease between Lessee and Sub-Lessee.

Sub-Lessee will meet all terms and conditions contained in the agreement between the Lessee and the City (Attachment "A").

The Lessee may charge Sub-Lessee a reasonable portion of the rents Lessee is paying to the City.

CITY OF ARCATA

Alice Harris
Alice Harris
City Manager

NORTH BAY SHELL FISH

Scott Sterner
Scott Sterner

EMERALD PACIFIC SEAFOODS

Jeff Huffman
Jeff Huffman

Jim Roberts
Jim Roberts

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL MANAGEMENT BRANCH

SHELLFISH GROWING AREA
CERTIFICATE OF APPROVAL

This is to certify that the shellfish growing area described below, which is leased and operated by the North Bay Shellfish Company of McKinleyville, California, has been examined and found to comply with the sanitary requirements of the National Shellfish Sanitation Program for classification as a **CONDITIONALLY APPROVED** area, thereby permitting the harvesting from it of shellfish for direct marketing for human consumption.

Parcel 1 of its aquaculture lease from the City of Arcata, located in Humboldt Bay, Humboldt County, California.

This certificate expires February 15, 1999, and is revocable.

California Certificate
Number: SGA98-210

Date: March 16, 1998



Jack S. McGurk

Jack S. McGurk, Chief
Environmental Management Branch