

BEFORE THE SURFACE TRANSPORTATION BOARD

ENTERED

Office of Proceedings

June 22, 2022

Part of

Public Record

North Coast Railroad Authority -)
 Abandonment Exemption -) AB 1305X
 in Humboldt, Trinity and Mendocino)
 Counties, CA)

SEEKER ENTERPRISES REQUEST FOR PUBLIC USE/RAIL BANKING CONDITIONSOverview

With the Board's rejection of its Notice of Intent to File an Offer of Financial Assistance, Seeker Enterprises LLC ("Seeker"), registered in Wyoming, requests the Board impose conditions on the proposed trail use by the Great Redwood Trail Agency ("GRTA"). Seeker herein includes by reference its previous filings in this proceeding.

As reported in newspaper articles (highlighted sentence in Exhibit 1), the GRTA proposes to cover the rails with dirt or pavement, to create a trail. The Board's Draft Environmental Assessment is consistent with that report. The EA is based on the understanding that GRTA will not remove the rails and ties: "As noted above, NCRA does not propose any salvage activities as part of the proposed abandonment in this proceeding." (page 3.) Seeker's request herein is based on the existence of segments of rail that will not get this treatment, because a trail already exists alongside the rail.

1). Seeker seeks an Order directing GRTA to negotiate in good faith with Seeker for a license to operate railbikes on those stretches of rail that already have a trail built alongside or have an adjacent low-volume frontage road that would provide safe bike/pedestrian access. Because the trail or safe substitute already exists, the proposed condition would not impact the GRTA's proposed trail. The requested condition would be applied to all sections of rail in the Eureka area for which a trail was constructed alongside, under NCRA's trail construction policy. (Exhibit 2.)

Seeker had been in negotiations with NCRA, and a draft contract was nearing completion, prior to the decision to railbank. (Exhibit 3.) Seeker was told by NCRA's Acting General Counsel that approval would have to await the transition to the GRTA. (Exhibit 4.) Seeker did everything possible to keep its project alive. (Exhibit 5.)

2). In addition, Seeker seeks an Order directing GRTA and its lessee Humboldt County to submit their selection of flangeway filler (to make the trestle usable by cyclists) to Seeker for its approval. This Order is needed because, in previous tests of flangeway filler, the material tested was too stiff to allow light-weight railbikes to pass over the trestle. Seeker and fellow party Timber Heritage Association have written letters to Humboldt County, the sponsor of a trail along the Bay, with no response. (Exhibits 6 and 7, respectively.) Seeker's approval would not be unreasonably withheld.

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3). Seeker seeks an Order directing GRTA to negotiate in good faith with Seeker for a license to operate railbikes on those stretches of rail that survive Humboldt County's Humboldt Bay Trail South project. (Exhibit 8.)

Timeliness of this Request

Seeker made a good faith effort to review the Board's governing statutes and regulations. As a result, Seeker was confident its offer was fully compliant with 49 C.F.R. § 1152.27(i)(2), and § 10904(4)(A), as Seeker had no intention of discontinuing freight service. Unfortunately, that wasn't good enough, as the requirement to continue freight service exists in a statutory interpretation found in caselaw. Redmond-Issaquah R.R. Preservation Assn v. Surface Transp. Bd., 223 F.3d 1057. Seeker did not have the resources to search for such precedents, and honestly thought its application fell into a regulatory gap.

Seeker's request to the Board for time to file an appropriate pleading was not acted on. (see FN 5, page 2, Decision served June 10, 2022.) Seeker is now filing a request for a public use/rail banking condition. If the request is deemed late, Seeker requests leave to file late, on the grounds that it did everything within its resources to ascertain that it was submitting the proper filing.

Community Support

Exhibit 9 is a letter of endorsement from the Humboldt County Board of Supervisors. Exhibit 10 is a letter of endorsement from the Mayor of the City of Eureka. Exhibit 11 is a letter of endorsement from the Humboldt Bay Harbor Commission. Exhibit 12 is an NCRA Agenda, where its Board discussed railbikes as Item H(1)(b).

Geographic Extent of Requested Conditions

Exhibit 13 is a map of the Humboldt Bay Trail. It is marked with the beginnings and endings of the desired segments. The following milepost numbers are approximate:
Segment 1: Mile post 284.75 to 285.75, the beginning of the trestle has an existing trail alongside or in close proximity to the existing rail.
Segment 2: Mile post 285.5 to 289.6 is Humboldt County's proposed Bay Trail South project, a rail-with-trail project in development.
Segment 3: Mile post 287.7 to 292.2 has a current class 1 trail alongside the rail, per NCRA City of Arcata lease agreement.
Segment 4: MP 297.5 to 300.01 has a very low-traffic frontage road alongside the rail.

Seeker requests an accurate right-of-way map of the Eureka/Arcata area from GRTA, through its counsel. Upon receipt of a map, Seeker will file amended mileposts.

Contact Information

Seeker Enterprises LLC
c/o Francis Driscoll
1578 Fickle Hill Road
Arcata, CA 95521
707-496-2122
Info@railrunner-usa.com

I certify that all parties to this proceeding have been served this Request for Conditions.

Dated: June 22, 2022

A handwritten signature in blue ink, appearing to read 'FD', is written above a horizontal line.

Francis Driscoll, Co-Owner
Seeker Enterprises LLC

Exhibit 1

LATEST HEADLINES

North Coast almost beats back ‘toxic coal train,’ but company submits late filing



North Coast State Sen. Mike McGuire shares at a virtual town hall on Wednesday night that the region successfully beat back attempts by a shadowy corporation to transport coal from the Midwest to Humboldt Bay for transport to Asia. McGuire has been leading the charge to convert the 300 miles of rail line the corporation was seeking to take over into the Great Redwood Trail. (Screenshot)

By **SONIA WARAICH** | swaraich@times-standard.com | Eureka Times-Standard

PUBLISHED: June 1, 2022 at 8:32 p.m. | UPDATED: June 2, 2022 at 3:30 p.m.

Editor's note: This story was updated from a previous version published Wednesday night.

It appeared the North Coast no longer had to worry about a shadowy corporation's proposal to poach rail line fated to be converted into the Great Redwood Trail in order to use the tracks to transport coal to Asia via Humboldt Bay. However, the company filed a late offer to do just that.

North Coast State Sen. Mike McGuire announced at a virtual town hall Wednesday night that the North Coast Railroad Company failed to submit an offer for financial assistance by the Surface Transportation Board's deadline, which would have amounted to an offer to acquire the roughly 300 miles of tracks from Marin County to Humboldt County.

"We've stopped the toxic coal train," McGuire said. "Thanks to your hard work, your organizing, your mobilizing — the big coal interest from Montana, Wyoming and Utah did not submit an application to move a toxic coal train forward on the North Coast. This is the biggest victory that the Great Redwood Trail has seen yet, but what we also know is that the best is yet to come."

However, the North Coast Railroad Company submitted its offer for the rail line late Tuesday, showing it has about \$15.7 million in the bank intended to demonstrate its financial ability to acquire the line.

"As the STB was set to continue its consideration for the North Coast Rail Authority's railbank and the future of the Great Redwood Trail, a company that has been reported to have links to shadowy Wyoming coal interests came in after the buzzer to once again push a toxic coal train through the North Coast," U.S. Rep. Jared Huffman (D-San Rafael) said in a statement. "Their late application should disqualify them for further consideration. If not, the coalition of community opposition and their lack of transparency certainly will. I will continue working with Rep. Thompson, State Senator Mike McGuire, and our many community and agency partners in ensuring this project doesn't move any further."

The Great Redwood Trail would extend 320 miles from Marin County in the San Francisco Bay Area to the Samoa peninsula in Humboldt County once constructed. The trail's construction requires being able to railbank the rail lines, a process that was established in 1983 through an amendment to the National Trails System Act that allowed the lines to be converted to trails until the time rail service was able to resume.

The North Coast Railroad Company presents a challenge to the Great Redwood Trail Agency, formerly the North Coast Railroad Authority, which has been working on railbanking the line after the cost of restoring and running it proved to be unwieldy, in the billions of dollars.

As a result, the federal government embargoed the rail line in question because of landslides in the Eel River Canyon, said Caryl Hart, chair of the Great Redwood Trail Agency.

"There's been no activity on this line for 20 years," Hart said.

The other obstacle standing in the way of the Great Redwood Trail is the Mendocino Railway, which operates the Skunk Train and wants to use about 12 miles of the line to transport scrap or gravel.



The Great Redwood Trail will rehabilitate approximately 300 miles of unused railroad line into hiking trails. (Will Houston/The Times-Standard file)

“I do have some concerns with this potential application to be able to bring gravel from around Outlet Creek south,” McGuire said. “No. 1, it’s going to create this huge hole right in the heart of the Great Redwood Trail. No. 2, we know that this plan to upgrade the rail — along with fixing the trestles, the tracks, the bridges, along with all the rest of the rail infrastructure — it’s going to cost tens of millions of dollars to do.”

In contrast, McGuire said the cost to put dirt and gravel onto the rail and convert it into the Great Redwood Trail would be \$12,000 to \$15,000 per mile.

Hart said she didn’t think Mendocino Railway’s bid would succeed since the company would need to show there was a significant and immediate commercial need for rail service on the line.

“So one of the things that’s going to have to be shown here is that there is an immediate and significant commercial need to take gravel that has come out of Outlet Creek and bring it 13 miles down to Willits right along Highway 101,” Hart said. “So I think that’s going to be an interesting conversation.”

Sonia Waraich can be reached at 707-441-0504.

Tags: [Newsletter](#)

Sonia Waraich | Reporter



Sonia Waraich can be reached
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Exhibit 2

NCRA – POLICY & PROCEDURES MANUAL

0907 Trail Projects on the NWP Line Rights-of-Way: Design, Construction, Safety, Operations, and Maintenance Guidelines

0907.1 INTRODUCTION

1. Purpose

- a) The North Coast Railroad Authority (NCRA) Board requested that its staff, in conjunction with the Northwestern Pacific Railroad Company (NWP Co.), NCRA's contract operator, develop Trails-On-Rail Project Guidelines to provide uniform and consistent standards on NCRA's rights-of-way for the design, construction, safety, operations, and maintenance of Trails-On-Rail Projects. After draft Guidelines were published in July 2008, hearings were held in Humboldt, Mendocino and Sonoma Counties through December 2008. Numerous public comments were received orally and in writing. The draft was revised and a hearing was held in Ukiah on May 13, 2009 and further comments were received. These Guidelines are intended to provide minimum standards and general requirements for the design, construction, safety, operations, and maintenance of Trails-On-Rail on the NWP Line rights-of-way in a manner that is compatible with the safe operation of NCRA's owned and used railroad rights-of-way and with the current rail capacity needs and future rail capacity expansions envisioned for those rights-of-way. These Guidelines seek to balance NCRA's and its contractor operators' legal mandate to provide safe and efficient current and future freight and passenger transportation to the public with the desire of the public for trails. These Guidelines set out the procedures to be followed by Public Agencies proposing trails, the authority of NCRA in respect thereto, and the obligations of its contract operators.
- b) When a Trails-On-Rail project is considered for joint use in a railroad right-of-way, it shall be considered only in the context of NCRA and its operators' highest priorities of operating safe and efficient current and future rail freight and passenger services in the NWP transportation corridor. Accordingly, Trails-On-Rail projects will not be approved that adversely affect either NCRA's or its operators'

ability to provide safe and efficient current or future rail freight and passenger transportation or that adversely affect NCRA's or its operators' ability to fulfill their contractual obligations to SMART.

- c) Trails-On-Rail projects may be community assets when designed properly, and may benefit the communities where the trails are located. Trails-On-Rail projects may reduce nuisance problems, trespassing, dumping and vandalism; reduce illegal track crossings through channelization of pedestrians and bicyclists to grade-separated or other designated crossings; increase public awareness of the importance of rail freight and passenger service; increase property values; improve access to transit and transit stations; increase community health, safety and aesthetics; and provide alternative transportation options.
- d) NCRA, and its contract operator, NWP Co., are the designated track and easement owners and operators of the NWP Line extending from Lombard to Windsor under the Code of Federal Regulations (CFR), Title 49 "Transportation", Subtitle B "Other Regulations Relating To Transportation", Chapter II "Federal Railroad Administration, Department of Transportation", part 213 "Track Safety Standards", and Section 5 "Responsibility of Compliance" (49 CFR 213.5). In accordance with Part 213, NWP Co., as NCRA's contract operator, is required to meet minimum safety requirements for the operation and maintenance of NCRA's tracks that are part of the general railroad system of transportation. Such minimum safety requirements encompass roadbed, track geometry, track structure, track-related devices and inspection. These Guidelines are intended to be consistent with these requirements.

2. Scope

These Guidelines apply to all NCRA and contract operator owned or used rights-of-way.

3. Definitions

- a) **Public Agency** – the federal government and any agencies, departments or subdivisions thereof; the State of California; and any county, city, city and county district, public authority, joint powers agency, municipal corporation, or any other political subdivision or

public corporation therein, requesting and sponsoring a Trails-On-Rail project.

- b) **Member Agencies** – NCRA, as the property owner, or easement holder, as the case may be, or SMART, as the property owner, or easement holder, as the case may be.
- c) **SMART** – Sonoma-Marín Area Rail Transit District, owner of the NWP Line from Healdsburg to Lombard. NCRA holds a perpetual freight service easement over the SMART Corridor from Healdsburg to Lombard and SMART holds a perpetual passenger service easement over the NCRA Corridor from Healdsburg to Cloverdale.
- d) **Trails-On-Rail** – a marked or established shared use path used by bicyclists, pedestrians, wheelchair users, joggers and other non-motorized users that is located on or directly adjacent to the NWP Line rail corridor.
- e) **Setback** – the distance between the centerline of the nearest railroad track (existing or planned) and the closest edge of the Trails-On-Rail.
- f) **NWP Line** – the entire railroad line and accompanying right-of-way running from Lombard through Healdsburg to Samoa, including all sidings and spurs.

4. Referenced Standards

Trails-On-Rail projects shall also comply with the current editions of the following standards:

- a) The California Department of Transportation's (Caltrans) "Highway Design Manual", Chapter 1000, "Bikeway Planning and Design".
- b) The U.S. Department of Transportation, Federal Highway Administration "Manual on Uniform Traffic Control Devices (MUTCD)".
- c) All applicable FRA, CPUC, SMART and NCRA and any contract operator whose standards are consistent with these Guidelines. NCRA shall endeavor to assist any Public Agency or its designated lead agency during the approval process by providing any necessary material from the NCRA on operations.

5. Other References

The following reports provide additional information on the planning, design, construction, safety, operations, and maintenance of Trails-On-Rail and may be referred to in the development, construction and operation of Trails-On-Rail projects:

- a) “Trails-On-Rails: Lessons Learned”, prepared by U.S. Department of Transportation.
- b) “Guide for Development of Bicycle Facilities”, prepared by the American Association of State Highway & Transportation Officials (AASHTO).
- c) “National Bicycle and Walking Study – Current Planning Guidelines and Design Standards Being Used by State and Local Agencies for Bicycle and Pedestrian Facilities”, prepared by the Federal Highway Administration.

0907.2 REAL ESTATE REQUIREMENTS

1. Existing Facilities

The Public Agency shall design a Trails-On-Rail project in a manner that avoids any displacement of existing main tracks, sidings, spur tracks, leases and licenses located on the NWP right-of-way. If the designated Member Agency agrees that the displacement is unavoidable, then the Public Agency shall coordinate proper disposition, including associated costs to be incurred by the Public Agency, with the Member Agencies and in accordance with the applicable conditions contained in all existing leases and real estate agreements.

2. Proposed Agreement

- a) Public Agency shall obtain a License or Easement Agreement for a Trails-On-Rail project from the designated Member Agency. The License or Easement Agreement will include requirements, terms and conditions related to indemnification, license fees and compensations, assumption of risk and waiver, insurance, tests and inspections, maintenance and repair, breach, abandonment, reimbursement, construction, relocation, payments, hazardous/toxic materials,

compliance with laws, etc. The holder of any License or Easement Agreement shall be regarded as a licensee only (and not as an invitee) who shall be required to explicitly disclaim any past, present or future right, claim to adverse possession, perpetual license or invitation to the property on the NWP Line. The Public Agency shall contact the designated Member Agency to request all information related to the Agreement. The designated Member Agency shall be the sole authority on the fees and compensation due from the Public Agency for the rights granted.

- b) License or Easement Agreement shall also include requirements that provide for the removal and modification of the Trails-On-Rail path in order to permit NCRA and/or its contract operator(s) to meet their obligations to provide both current and future rail freight and passenger service, as determined at the sole discretion of the Member Agencies. At the request of NCRA or its contract operator(s), the Public Agency shall remove, relocate, or modify, at its own expense, a portion or all of the Trails-On-Rail path in order to accommodate additional track or tracks or other railroad related facilities in the NWP Line right-of-way.

3, Permits

Public Agency will obtain and comply with any and all approvals, permits, licenses and other authorizations required by applicable laws, regulations, rules and ordinances for a Trails-On-Rail project within the NWP Line right-of-way.

0907.3 PLANNING

1. Feasibility Study

The Public Agency shall undertake a comprehensive feasibility analysis of the Trails-on-Rail project. The Feasibility Study shall describe the setting, the relationship to local planning documents, need for the project, land ownership, railroad activity present and future, and other information necessary to determine the feasibility. As a part of the Feasibility Study, environmental concerns shall be analyzed pursuant to local, State, and Federal environmental laws. The Public Agency shall, early in the process, involve affected stakeholders including the Member Agencies, SMART, utility companies, law enforcement officials, adjacent landowners, Trails-On-Rail user groups, public transit agencies, and park and recreation departments. The Feasibility Study shall include viable alternatives for any Trails-On-Rail project that is proposed within the NWP Line right-of-way. The

Public Agency is required to identify and evaluate multiple alternative alignments, including at least one that is not on the NWP Line right-of-way.

2. Safety Plan

The Public Agency shall develop a public Safety Plan that includes engineering, maintenance standards, trespassing and crime prevention strategy; appropriate damage-resistant construction materials; landscaping; provide secure access areas, barrier systems, video monitoring; coordinated and responsive patrol service, designating and enforcing rules and regulations; employing crime prevention strategies, such as education, informal signage, incident management; provide fire and police department with map of the system detailing access points, and an implementation schedule.

3.

The Public Agency shall consult with and receive the comments of any contract operator operating by entitlement from a member agency. The Feasibility Study shall separately identify and address every comment made by all such contract operators.

4.

The Public Agency shall, early in its process, consult with Regional Transportation Agencies, the MPO's, CalTrans, and where applicable, the Coastal Commission.

0907.4 DESIGN

1. Submittal

After review and approval of the Feasibility Study and the Safety Plan by the Member Agencies, the Public Agency shall submit two sets of design drawings each to the Member Agencies for review and approval. Any and all changes or modification during the design and construction that affect the NWP Line right-of-way shall also be submitted to the Member Agencies for review and approval.

2. Design Standards

- a) Trails-On-Rail widths, clearances, sight distances, signs, markings, drainage grates, manhole covers etc. will be selected as per Caltrans "Highway Design Manual", Chapter 1000, "Bikeway Planning and

Design”. MUTCD guidelines will also be referred to in the selection of signs, markings and signals.

- b) If the Trails-On-Rail project creates an adverse impact at a grade crossing that did not previously exist, the Trails-On-Rail project shall include mitigation as part of the design. The Trails-On-Rail design shall acknowledge any future rail and highway improvements; and safety requirements, including but not limited to, turning radii for design vehicles, preemption timing, street profiles and railroad and traffic signals at grade crossings. The Public Agency shall work with the designated Member Agency and regulatory agency to pay for and to not hamper or preclude the installation of such improvements and requirements.

3. Clearances

- a) Trails-On-Rail projects shall be designed along the outer edges of the NWP Line right-of-way adjacent to the property line, to the extent feasible.
- b) Trails-On-Rail projects shall be designed so as to maximize the Setback between the centerline of the nearest existing or future track and the closest edge of the Trails-On-Rail. The Setback clearance shall take into consideration the type, speed and frequency of trains; separation technique, topography; sight distances; and the Member Agencies’ maintenance requirements.
- c) Trail designs should incorporate best practices from the most current safety studies available such as U.S. Department of Transportation, 2002, *Rails with-Trails: Lessons Learned* and the *Rails-with-Trails Report* from the Rails-to-Trails Conservancy (2000). Issues under consideration for each trail proposal within the NWP should include: trail setbacks, barrier treatment, intersection treatment, maintenance plans, and considerations for amenities such as lighting, signage and trailhead access. Final setbacks for proposed trail segments will be reviewed and approved by NCRA on a case-by-case basis based upon the local public agency engineer’s report and safety plan, which shall demonstrate that no significant safety impact will occur, or if it might occur that such impact is identified as an overriding consideration.
- d) It may not be possible to provide the recommended minimum Setbacks at certain locations in the right-of-way. While the NWP

Line right-of-way may be sufficiently wide, the tracks may be within a narrow cut or fill section or adjacent to bluffs making placement of a Trails-On-Rail project very difficult. Safety shall not be compromised at such points, and additional barriers, vertical separation or other methods shall be employed.

4. Grade Crossings

- a) Trails-On-Rail projects shall be designed such that Trails-On-Rail users are routed to existing signalized grade crossings. A Public Agency shall obtain approval from the Member Agencies and from the California Public Utilities Commission (CPUC) prior to the construction of any new grade crossing. Public Utilities (PU) Code Sections 1201-1220 require that no public road, highway, or street shall be constructed across the track of any railroad corporation at-grade without having first secured the permission of the Commission.
- b) The Member Agencies have established grade crossing guidelines. These guidelines have requirements for safe construction and maintenance of grade crossings and include Member Agency policy, regulatory responsibility, approval process, design criteria and other important requirements. Trails-On-Rail project design and construction shall meet the requirements of those guidelines.

5. Surface

If the Trails-On-Rail path provides the only access for the Member Agencies and emergency response vehicles, the Trails-On-Rail path surface and bridges shall be designed and constructed to accommodate heavy railroad trucks and equipment. When access for the Member Agencies and emergency response vehicles is available from an existing street, the Trails-On-Rail project shall be designed and constructed with curb ramps and pavement surface to accommodate heavy railroad trucks and equipment at pre-selected access points only. The selection of Trails-On-Rail pavement material and depths of the sub-base, base and pavement shall be determined by the Public Agency based on sound engineering design and judgment.

6. Utilities, Ingress and Egress

- a) Public Agency shall locate the Member Agencies' existing signal and track facilities on their plans during the design phase at Public Agency cost and expense. Trails-On-Rail projects shall be designed to avoid any relocation of the Member Agencies' existing facilities.

- b) After the acceptance of a Trails-On-Rail project plan by the Member Agencies, the Public Agency shall submit and obtain written approval of design drawings from all telecommunications, fiber optic, gas, oil or other companies that have prior use of the NWP Line right-of-way under easement or license agreements. The design and construction of Trails-On-Rail projects may affect the existing utilities and may require the Trails-On-Rail project to be changed to accommodate those utilities.
- c) The Public Agency shall notify the appropriate regional notification center [Underground Service Alert (DIGALERT) at (800)-227-2600], SMART, other railroad companies, and utility companies prior to performing any excavation close to any railroad line, facility, or structure or any underground pipeline, conduit, duct, wire, or other structure.
- d) The Public Agency and/or its contractors will be subject to FRA Regulations regarding Roadway Worker and Bridge Worker Protection and must be trained in and comply with those Regulations while on the NWP Line right-of-way. In addition, the Public Agency and its contractors must file a “Site Specific Work Plan” for each proposed entry to the right-of-way which must be approved in advance by the Member Agency.

7. Landscaping

Landscaping shall meet all requirements specified by the Member Agencies.

8. Fencing

- a) Trail designs and barriers should incorporate best practices from the most current safety studies available such as U.S. Department of Transportation’s *Rails with-Trails: Lessons Learned*, report (2002), the *Rails-with-Trails Report* by the Rails to Trails Conservancy (2000), and the *Draft Final Report Bicycle-Pedestrian Path Safety Structure* prepared for the Sonoma Marin Area Rail Transit Authority (“SMART”) prepared by Alta Planning + Design, Inc. Final fence/barrier designs will be considered by NCRA on a case-by-case basis based upon the local public engineer’s report and safety plan.

- b) A three rail split-rail fence in combination with landscaping which can serve both as a visual and physical barrier between the track and the Trails-On-Rail may be used in a rural or environmentally sensitive areas, if approved by the Member Agencies. Since newly planted landscaping may take a few years to become an effective barrier, suitable temporary measures may be required to be taken until the landscaping has sufficiently matured.
- c) The height of the fence within 150 feet of at-grade crossings shall be four (4) feet. The height of the fence in the balance of the right-of-way shall be at least six (6) feet.

9. Lighting

Public Agency shall provide lighting for the Trails-On-Rail if required by local, state or federal guidelines, rules or regulations, or by the Member Agencies.

10. Drainage

- a) Public Agency, at its sole cost and expense, shall provide and maintain suitable facilities for draining the Trails-On-Rail project area and shall not permit storm and irrigation water to flow or collect upon the NWP Line right-of-way. The Public Agency may not have the sole responsibility to correct any existing drainage deficiencies on the NWP Line right-of-way; however, the Public Agency shall not make the conditions any worse than those that existed prior to the Trails-On-Rail project construction on the NWP Line right-of-way.
- b) The Trails-On-Rail project and the area located between the Trails-On-Rail path and the nearest railroad track shall be graded to flow over the curb and onto the street, when the railroad track is at the higher elevation than the surrounding ground and the street. When the railroad track is at a lower elevation than the surrounding ground and the street, a flat bottom swale (ditch) properly sized and flowing towards existing or proposed stormwater facilities, such as inlet, underground pipe, swale, creek, wash or channel, shall be constructed.
- c) Mounding of earth on the NWP Line right-of-way shall be permitted only if it will not adversely affect access, railroad operations or maintenance activities, visibility or drainage on the right-of-way. The Public Agency shall submit drawings showing the existing and proposed contour elevations to the designated Member Agency. The

final contour elevations shall be approved by the designated Member Agency in its sole discretion. If allowed, imported soil shall meet the Member Agencies' specifications for clean backfill material.

11. Access

- a) The Member Agencies must be able to readily access, inspect, repair and maintain drainage systems, bridges, tie and track replacement, tunnel and trestle, signal and communications equipments and grade crossing equipments from existing roadways and Trails-On-Rail projects. Utility companies must be able to readily access their facilities for maintenance and operations purposes.
- b) The use of motorized vehicles is prohibited on a Trails-On-Rail, except for authorized emergency and maintenance vehicles including Member Agencies' maintenance vehicles and motorized wheelchairs. Horses and other animals are not permitted, except for guide or service dogs. Appropriate signage shall be placed at all entrances to the path designating restricted uses not foreseen in the design of the Trails-On-Rail project.
- c) The Trails-On-Rail project shall be subject to and subordinate to the rights of all current and future tenants and licensees of the Member Agencies, including the rights of reasonable access over the Trails-On-Rail project.

0907.5 CONSTRUCTION

1. The Public Agency shall comply with all construction rules and regulations that are promulgated, including those contained in the current editions of the following Member Agency documents: (i) Right-of-Entry Agreement and (ii) Applicable Member Agency Engineering Standards.
2. The Public Agency shall not allow any parties to cause or permit any hazardous materials to be brought upon, stored, used, generated, or treated on or about the NWP Line right-of-way. The Public Agency shall not bring in or use any imported soils unless testing has occurred.

0907.6 MAINTENANCE

1. The Public Agency shall maintain the Trails-On-Rail project, fence, gates, signs, landscaping, and any other improvements that are part of the licensed

Trails-On-Rail project area, in good order and condition to the satisfaction of the Member Agencies, at its own cost and expense.

2. The Public Agency shall notify the designated Member Agency five (5) working days in advance of any construction or maintenance activity that will occur within the NWP Line right-of-way. The Public Agency shall be responsible to reimburse the Member Agencies the actual cost and expense incurred by the Member Agencies for all services and work performed in connection with the Trails-On-Rail project including a computed surcharge representing the Member Agencies' costs for administration and management.
3. The Public Agency shall ensure that warning signs, which explain the importance of staying only on an authorized Trails-On-Rail path, and off railroad property, are prominently displayed and regularly maintained. Member Agencies shall rely on the Public Agency to enforce trespassing and vandalism laws. Public Agency police shall provide patrols, respond as needed, and issue citations and warnings as appropriate.

0907.7 FUNDING

The Member Agencies will not provide any funding for Trails-On-Rail projects on the NWP Line rights-of-way, except to the extent, if any, that their Board might specifically agree in writing to do so.

0907.8 NOTICE

1. For all proposed NCRA projects, NCRA shall provide notice to all public agencies having jurisdiction adjacent to the project, all applicable RTPA's, MPO's, and CalTrans, or any trails advocacy organization requesting specific notice, to avoid the potential for inadvertently precluding future Trails-on-Rails or other transportation projects.
2. As opportunities arise for acquisition of land adjacent to the existing Right-of-Way, NCRA will cooperate with related public agency(ies) to consider acquisition needs for Rails-on-Trails and other transportation projects.
3. NCRA shall endeavor to post the studies referenced at Paragraphs 0907.4 subsections 3 c) and 8 a) upon its website.

4. All private and public comments upon a proposal shall be available for public inspection and NCRA shall endeavor to post such comments upon the NCRA website.

0907.9 MINOR DEVIATIONS

The Member Agencies may permit minor deviations from these Guidelines. Minor deviations, which would be considered, are as follows:

1. Vertical separation between the tracks and the Trails-On-Rail, which could enhance safety and railroad operations, maintenance and construction issues and activities.
2. Locations where a minor deviation granted for a short segment or segments of the Trails-On-Rail project would enable successful development of a lengthier segment of the Trails-On-Rail project in accordance with these Guidelines.
3. Circumstances where short or minor deviations from the guidelines would produce significant benefits for the Trails-On-Rail project.
4. Other approved measures, which could enhance safety and railroad operations, maintenance and construction issues and activities.

0907.10 MAJOR DEVIATIONS

The Member Agencies may permit major deviations consistent with the overall intent of these Guidelines. Major deviations are those that require the entire Trails-On-Rail project to deviate from the most important safety and rail-related requirements of these Guidelines.

0907.11 SOLE APPROVAL AUTHORITY

NCRA shall have exclusive authority to approve, deny, or approve with conditions, any proposals made by any Public Agency. Upon approval (with or without conditions), upon the Agency's request and at the Agency's expense, NCRA shall assist the Agency in seeking any approvals as may be required from any regulatory bodies, such as the Cal. PUC, the FRA, CalTrans, etc. NCRA shall also request its contract operators to so assist the Agency, and the contract operators will do so, as and to the extent they deem it appropriate to do so.

Exhibit 3

Concession and License Agreement
between
North Coast Railroad Authority (NCRA)
and
Rail Runners-Humboldt Bay
for
Operation of pedal rail carts for guided tours.

This agreement, made and entered into this First (1st) day of December 2019
by and between North Coast Railroad Authority, hereinafter referred to as NCRA; and Rail
Runners-Humboldt Bay, (insert entity type- needs to be a properly formed business entity or be
clear it's a d/b/a) hereinafter referred to as RRHB.

Whereas, NCRA is the property owner or easement holder of the railway right-of-way corridor
depicted on Exhibit "A" hereto (the "Operational Area") located in Humboldt County. The Operational
area is located on a branch line of the mainline Northwestern Pacific Railroad railway right-of-way
corridor ("NWP Rail Corridor") and begins at milemarker , and ends at milemarker is in
possession of a railroad line and right of way; and

Whereas, the NCRA and RRHB desire to enter into an agreement whereby RRHB shall have the
limited right to operate pedal rail carts for guided tours upon NCRA right of way, upon the
terms set forth below. board deems it beneficial to the railroad and the community to grant a
concession to operate Rail Runner cart guided tours to RRHB.

Whereas, RRHB recognizes that NCRA is in a transition period and may evolve into another form
of agency.

Now therefore, it is mutually agreed between the parties hereto as follows:

1. Use of NCRA Property; Right of Operation. NCRA and RRHB agree that NCRA hereby grants to
RRHB shall have the non-exclusive exclusive license to access and non-exclusive rights rights to operate
guided Rail Runner pedal rail bike tours upon the Operational Area, located on the portion of NCRA rail
and right of way that is "out of service" and inactive for freight or passenger trains and is currently
available for use circumventing Humboldt Bay, as depicted on Exhibit A hereto. The tours shall be
operated on an approved schedule from the 1st day of May through the end of October, for a term of
one year, ending Dec. 1, 2020. Motor vehicles shall not be permitted access or use to the Operational
Agreement pursuant hereto. RRHB's use under this Agreement shall be subject and subordinate to any
agreements entered into by NCRA, and its successors or assigns, for the purposes of preserving the NWP
Rail Corridor.

The option to extend this agreement shall be determined by both parties prior to December 1, 2020.
Should NCRA evolve into another type of agency, it is agreed that this contract will be retained by the
new agency for the full year, at which point a new agreement may be reached with the new agency.

SECTION 1. RRHB RESPONSIBILITIES:

2. Term The term of this Agreement shall be two years (the "Term") commencing on (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on the date two years after Commencement Date.

(a) Extension of term. Upon the election of both parties, evidenced by written notice provided by each party hereto of its election to extend no later than ninety (90) days prior to the completion of the existing term, this Agreement may be extended upon the same terms as set forth herein for additional one-year terms. The election by only one party to this Agreement to extend its term shall be of no force or effect.

3. License Fee. RRHB shall pay an annual license fee of _____, which shall be increased by a rate of 3% per year for each year of the Term and any extensions thereof.

4. Insurance. RRHB shall provide, at their sole expense, general operating and liability insurance, with NCRA as an additional named insured, in an amount not less than One Million Dollar single occurrence/ Two Million Dollar aggregate with deductible of not more than Ten Thousand Dollars for personal injury and property damage per occurrence. RRHB shall be responsible for any damage caused to NCRA property by RRHB operations or clients. Insurance shall be placed with a carrier having a current A.M. Best rating of at least A:VII. Evidence of coverage shall be provided to NCRA or its successors and assigns annually.

5. Indemnification. To the maximum extent allowed by law, RRHB agrees to indemnify, defend and hold harmless NCRA, including its officers, employees, agents contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the Operational Area by RRHB, its customers, contractors, licensees or invitees, members of the public, or any act or omission by the RRHB therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses are solely caused by NCRA's or any of its official's, employee's, consultant's, agent's, contractor's or successors' and assigns' active negligence or intentional conduct. This provision shall survive any termination of the Agreement for actions or inactions that may arise during the time this Agreement is in effect.

6.2. Compliance with Laws and Orders. RRHB acknowledges that operating on the NCRA property within the Operational Area railroad around Humboldt Bay means they are it is operating on an out of service line. RRHB agrees that all activities undertaken by RRHB and its employees, representatives, agents, invitees, licensees, customers or contractors pursuant to this Agreement, and their use of the rails and ROW, shall be subject to, and at all times in compliance with, any and all applicable laws, ordinances, statutes, orders and regulations as the same exist from state and federal environmental, health and/or safety related laws, statutes, orders, regulations, ordinances, rules, decrees, permits and permit conditions (the "Environmental Laws").

3. Follow RRHB shall comply with all applicable provisions of the NCRA, GCOR rules, and Federal Railroad Administration regulations in operation of the guided Rail Runner tours the undertaking of any and all activities under this agreement.

7.4. Maintenance To cooperate with Timber Heritage Association (THA) in the maintenance and upkeep of the trackage utilized by RRHB. Vegetation maintenance is required up to twice per year and

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bridge, and may involve hy-rail trucks, spray and brush cutting crewmen acting under the authority of THA or a licensed and bonded contractor hired by THA or NCRA.

~~5. Develop a Schedule and Operating Plan that covers all aspects of the Rail Runner Guided Tours operations for approval by the NCRA Board of Directors prior to commencement of the season.~~

~~6. In return for the use of rail and right of way RRHB will, at the 1st of May 2020, remit to NCRA a single payment of \$2000.00; an equivalent of \$1.00 per ticket for the first 2000 riders.~~

8. Termination. This Agreement shall termination upon the expiration of the term thereof, pursuant to Section 2, or upon either of the following events:

- (a) Breach. In the event RRHB breaches, or fails to keep, observe or perform any covenant, term or condition of this Agreement, in addition to all other rights and remedies of NCRA and its successors and assigns provided hereunder or by law, after written notice or demand, and RRHB's failure to cure the breach within thirty (30) days of notice or commence to cure the breach within thirty (30) days for any breach that cannot be reasonably cured within thirty (30) days, NCRA or its successors and assigns may terminate this Agreement and thereafter recover possession of the Operational Area by lawful means.
- (b) Rail Operations. In the event that the Operational Area is determined by NCRA, or its successors and assigns, to be needed for rail operations, it may terminate this Agreement by providing written notice RRHB of termination on the basis of the need for the License Property for rail purposes. Such termination notice shall include the date upon which the Licensed Property will be needed by NCRA or its successors or assigns for rail uses, or to perform work in preparation for such rail uses, and the date upon which such termination shall be effective, which shall not be less than ninety (90) days after written notice is given to RRHB.
- (c) Dissolution. If NCRA is dissolved during the term of this agreement, the rights and obligations of NCRA may be assigned to a successor in interest, or such dissolution may, upon the election of NCRA or its successor in interest, form the basis of termination of this Agreement. Should NCRA or its successor in interest elect to terminate this Agreement, NCRA shall provide no less than sixty (60) days' notice of its election to terminate. If the Agreement is terminated by NCRA or its successor in interest pursuant to this subsection (c), RRHB shall be entitles to a pro rata reimbursement of any amount of the license fee as set forth in Section 3 hereof for the portion of the then-current term still remaining as of the date of termination.

SECTION 2. SEVERABILITY:

~~Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of California, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.~~

SECTION 3. MISCELLANEOUS:

If suit is necessary to enforce any term or provision of this agreement, it shall come under the jurisdiction of the Humboldt County Circuit Court.

SECTION 4. AGREEMENT LENGTH AND TERMINATION:

~~It is mutually understood and agreed by both parties that this Agreement is for a one-year period from the date hereof.~~ Integration. This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained herein, and supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This Agreement may be modified or changed only upon the written consent of the parties hereto.

Commented [EC1]: Are you expecting to perform maintenance on the areas on which the operations occur, or are you stating you will not interfere with maintenance done by other entities? NCRA is not committing via this agreement to perform any new maintenance activities for the benefit of RRHB.

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11. Notices. Except as otherwise provided hereunder; any notice or communication to NCRA, its successors and assigns, or RRHB shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

<u>To NCRA:</u>	<u>To RRHB:</u>
<u>Executive Director</u>	<u>Uri Driscoll</u>
<u>North Coast Railroad Authority</u>	<u>Rail Runners Humboldt Bay</u>
<u>419 Talmage Road, Ste M</u>	<u>XXXXXXXXXXXXX</u>
<u>Ukiah, CA 95482</u>	<u>XXXXXXXXXXXXX</u>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature hereto:

Date _____
Mitch Stogner, Executive Director, North Coast Railroad Authority

Date _____
Uri Driscoll, President Rail Runners-Humboldt Bay

Date _____
Christine Driscoll, Vice President/Treasurer Rail Runners-Humboldt Bay

Exhibit 4

From: Uri Driscoll humboldthorse@yahoo.com
Subject: Fwd: Rail Biking proposal
Date: June 20, 2022 at 6:02 PM
To: David Schonbrunn David@Schonbrunn.org

UD

Begin forwarded message:

From: Uri Driscoll <humboldthorse@yahoo.com>
Subject: Re: Rail Biking
Date: February 27, 2020 at 10:41:32 AM PST
To: Aldo Mercado <Aldo.Mercado@sonoma-county.org>
Cc: leishara.ward@dot.ca.gov

Hi Aldo,

Thank you for your email. What is a bit confusing is how this does not seem in line with the conversation I had with Leishara Ward yesterday or an earlier conversation with Teri Anderson from the CTC. Ms Anderson had reviewed the draft contract put together by Liz Colman and Ms. Ward directed me to have a contract approved by the NCRA Board before sending it to her agency.

Ms. Ward indicated that any contract would involve a clause that could terminate the contract with 30 days notice which we have understood for some time. That would also apply to any new agreement with trail proposals or THA. We are willing to take that risk.

Ms. Ward indicated she would be talking with you and Mitch and it would be helpful if you would confirm if that conversation occurred and what the content of that conversation was. Obviously all the mixed messages are a bit confusing.

Are there other individuals or agencies involved?

Thank you

Uri

On Feb 27, 2020, at 10:03 AM, Aldo Mercado <Aldo.Mercado@sonoma-county.org> wrote:

Hi Uri,

Thanks for the email. NCRA has been looking into how it can help address your request for the proposed contract. Unfortunately because of NCRA's dissolution and limitations placed on NCRA by recent legislation we are unable to proceed with your request. NCRA will be providing you a more formal letter shortly but I wanted to give you a brief status so you are aware of all the efforts Mitch and his team have been trying to do to help address your request, but due to changes in NCRA authority, we not able to proceed. Thank you for your patience and understanding and we hope your proposal goes well with the successor agency.

Aldo

-----Original Message-----

From: Uri Driscoll <humboldthorse@yahoo.com>
Sent: Thursday, February 27, 2020 8:27 AM

To: Aldo Mercado <Aldo.Mercado@sonoma-county.org>
Cc: MITCH STOGNER <ncra.mstogner@sbcglobal.net>
Subject: Rail Biking

EXTERNAL

Hi Aldo,

I am not sure if I am getting your emails regarding our proposal. There was an email (that for some reason ended up in my spam) from Mitch regarding our concession generating revenue. Revenue generation has been a part of our proposal all along and it has been noted that there are numerous other for profit operations doing the same thing on FRA controlled trackage. In addition recent conversations with Leishara Ward and Teri Anderson has not raised any concerns regarding revenue generation. I have also had a conversation with Gabe Myers from the STB and he raised no concerns regarding ticket sales. Actually revenue generation will help with the maintenance of the ROW as we have discussed. We would like to get our proposed contract before the board for the March meeting. Do you think that will be possible?

Thank you

Uri

THIS EMAIL ORIGINATED OUTSIDE OF THE SONOMA COUNTY EMAIL SYSTEM.

Warning: If you don't know this email sender or the email is unexpected, do not click any web links, attachments, and never give out your user ID or password.

Exhibit 5

From: Uri Driscoll humboldthorse@yahoo.com
Subject: Fwd: NCRA keep active our rail bike proposal
Date: June 20, 2022 at 5:59 PM
To: David Schonbrunn David@Schonbrunn.org

UD

Begin forwarded message:

From: Uri Driscoll <humboldthorse@yahoo.com>
Subject: NCRA
Date: September 2, 2020 at 3:31:30 PM PDT
To: MITCH STOGNER <ncra.mstogner@sbcglobal.net>
Cc: "ncra.hiedy" <ncra.hiedy@sbcglobal.net>

Hi Mitch,

Since it looks like it could be months or even longer for a new agency to take over NCRA we would like to keep our Rail Bike proposal active and for discussion at the next scheduled NCRA meeting.

Thank you

Uri

Humboldt County
Public Works Director
Tom Mattson
Subject; Bay Trail South Trestle Design

October 20, 2019

Dear Mr. Mattson,

The County Public Works invited various members of the Timber Heritage Association (THA) and myself representing Rail Runners Humboldt Bay to assist County staff in the installation and testing of flange way fillers at the Eureka slough trestle. We have been asked to provide input for the design phase of the Bay Trail as it pertains to the rail with trail section of the trestle. We appreciate being included during this stage of design. THA may supply a written response of their own.

As observed, the flange fillers did allow adequate depression for the heaviest speeder to pass over un-impeded. However, due to the specifications provided by Public Works staff and the test itself, my concern is that lighter weight speeders and peddle rail bikes would not be able to sustain adequate depression over the course of the 700 + foot span. This limitation may also affect THA's high railer and other maintenance of way vehicles. I am able to reach that determination because as tested, fully laden rail bikes became derailed during the test. Lighter weight speeders and human/gas powered maintenance vehicles are close to the weight of the laden rail bikes. Derailment of any type of rail vehicle is obviously not desirable and would be extremely dangerous.

I have provided Public Works staff optional manufactured material specifications that may be more suited for lighter rail vehicles. Further material testing for a variety of rail uses would seem to be in order during this important design phase.

Currently Rail Runners Humboldt Bay has a proposal submitted to the North Coast Rail Authority (NCRA) and is awaiting approval to permit a concession to provide rail biking to the public. This concept has received unanimous support from the NCRA Board, the County Board of Supervisors, the Harbor District, the THA and the City of Eureka.

It would also be valuable to point out that if rail ties and rail itself are to be removed and replaced a certified rail specialist would be required to reset the rail to established standards as I understand it. This is not a job that a typical contractor would be qualified to perform and would add considerable expense to the project. As discussed with county staff, placing wood rail ties on cement or other impermeable materials would cause excessive and premature decay of the rail ties. While cement and composite rail ties are available, they would also add considerable cost to the project.

Utilizing flange fillers such as those tested in the way proposed would also create considerable difficulty if the flange fillers became damaged and needed to be replaced. It would also make bicycle and wheel chair use dangerous until the flangeway fillers were replaced.

I would like for Public Works staff to confirm that the cantilevered trail option is indeed being considered equally during this design phase. This option would also allow for future development options of the rail for such things as public transit, excursion trains, etc. without impeding trail activity. This design has been successfully implemented in Santa Cruz over the San Lorenzo River and reportedly saved considerable costs while providing the desired safe pedestrian access.

It would be prudent to consider comparison cost analysis for both the draft proposal that includes a variety of flange fillers and disruption of the existing rail trestle alongside the cantilevered walk/bike way option that would be separated from but attached to the existing rail trestle.

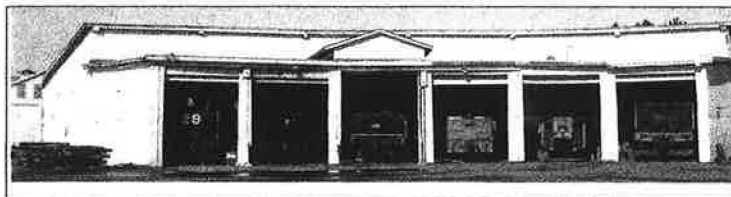
Please include this response to the county's request for input into the administrative record associated with the Bay Trail South project.

Thank you.

Uri Driscoll
Rail Runners Humboldt Bay

Cc. Humboldt County Board of Supervisors, Eureka City Council, Eureka Parks and Recreation, North Coast Rail Authority Board, Timber heritage Association, Humboldt Bay Harbor District, Senator McGuire.

OCT 30 2019



TIMBER HERITAGE ASSOCIATION

P.O. Box 6399, Eureka, California 95502

A Public Benefit 501(c)(3) Nonprofit Corporation

www.timberheritage.org

PUBLIC WORKS	
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☐	LU
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Board of Directors

Pete Johnston, President
Bernie Christen, Vice-President
David Young, Secretary
Michael Kellogg, Treasurer
Richard Fridley
Ron Fritzsche
Barbara Groom
Dan Hauser
Sean Mitchell
Chet Ogan
Pete Oringer
Bruce L. Seivertson, Community
Outreach Liaison

October 28, 2019

Director Thomas K. Mattson
Humboldt County Public Works Department
1106 2nd Street
Eureka, CA 95501

Dear Mr. Mattson,

On September 5th and 6th the Timber Heritage Association (THA) assisted Humboldt County staff with installing and testing flange fillers on the Eureka slough bridge. Subsequently, THA was asked to provide input for the design phase of the Bay Trail as it pertains to the rail with trail section of the trestle. We appreciate being included and offer the following information.

Planning Committee

Bernie Christen
Ron Fritzsche
Pete Johnston
Michael Kellogg
Pete Oringer
Kathe Robinson
Rod Robinson
Renee Ross
Bruce L. Seivertson
Michelle D. Sievertson
Chris Warner-Young
David Young

Our observations noted the flange fillers did provide adequate depression for our heaviest speeder to pass over, but it was slowed considerably by the friction. However, due to the specifications provided, our concern is that lighter weight speeders, as well as the THA hi-rail truck and other maintenance vehicles, may not be able to sustain adequate depression over the course of the 700 + foot span. THA reached that determination because fully laden rail bikes became derailed during the test. Lighter weight speeders and human/gas powered maintenance vehicles are close to the weight of the laden rail bikes. Derailment of any type of rail vehicle is obviously not desirable. THA understands there are other manufactured materials that may be more suited for lighter rail vehicles which can and should be tested.

Additionally, speeder rallies which THA would host are very popular throughout the country and would be of great economic benefit to the community for a variety of reasons. We presume the County would not want to exclude any lighter vehicles from participating in an event by creating a derailment situation by design. Utilizing flange fillers such as those tested in the way proposed would also create considerable difficulty if the flange fillers would become damaged and need to be replaced.

THA has also obtained a small trolley, through the help of the Eureka Lodging Alliance, and a smaller speeder. We are in the process of making both fully operational for possible use on this section of rail including the trestle. Again, these pieces of equipment have the potential to create a positive impact on the local tourist activities. A recent survey presented by a Eureka hired consultant firm noted that family-friendly tourist activities could potentially grow 204% soon. Certainly, THA is a family-friendly nonprofit.

We also point out to the County staff that if rail ties and the rail itself are to be removed and replaced a certified rail specialist would be required to reset the rail to established standards. This is not a job that a typical contractor would be

qualified to perform and would add considerable expense to the project. As discussed with staff, placing wood rail ties on cement or other impermeable material would, in this wet climate, cause excessive and premature decay of the rail ties. While cement and composite rail ties are available, they would also add considerable cost to the project.

THA believes a cantilevered trail option, like the one being successfully used on the San Lorenzo River railroad bridge in Santa Cruz, should be equally considered. The Santa Cruz County Regional Transportation Commission is well on its way to providing a rail with trail from Watsonville to Davenport. The cantilevered option would also allow for future development of the rail for such things as public transit, excursion trains, etc. without impeding trail activity. Another possibility is the use of wood planks as they have done on the historic Riverwalk Trail in Astoria, Oregon. They have left the flangeways open, so the Astoria Riverfront Trolley operates while providing access to runners, walkers, and cyclists.

THA endorses a comparison cost analysis for both the draft proposal that includes flange fillers and disruption of the existing rail trestle along with the cantilevered walk/bike way option that would be separated from but attached to the existing rail trestle. In conclusion, THA recommends consideration of alternative designs that would accommodate a sufficient and broader range of options for the use of the rail as it relates to this trestle.

Sincerely,

A handwritten signature in cursive script that reads "Bruce L. Seivertson". The ink is dark and the signature is fluid, with a large initial 'B'.

Bruce L. Seivertson, Ph.D.
Community Outreach Liaison
Timber Heritage Association

Cc: Humboldt County Board of Supervisors, HCOAG, Greg Sparks and Miles Slattery: City of Eureka, NCRA, Larry Oetker: Humboldt Bay Harbor Recreation and Conservation District, Senator Mike McGuire, Representative Jim Woods, Governor Gavin Newsom

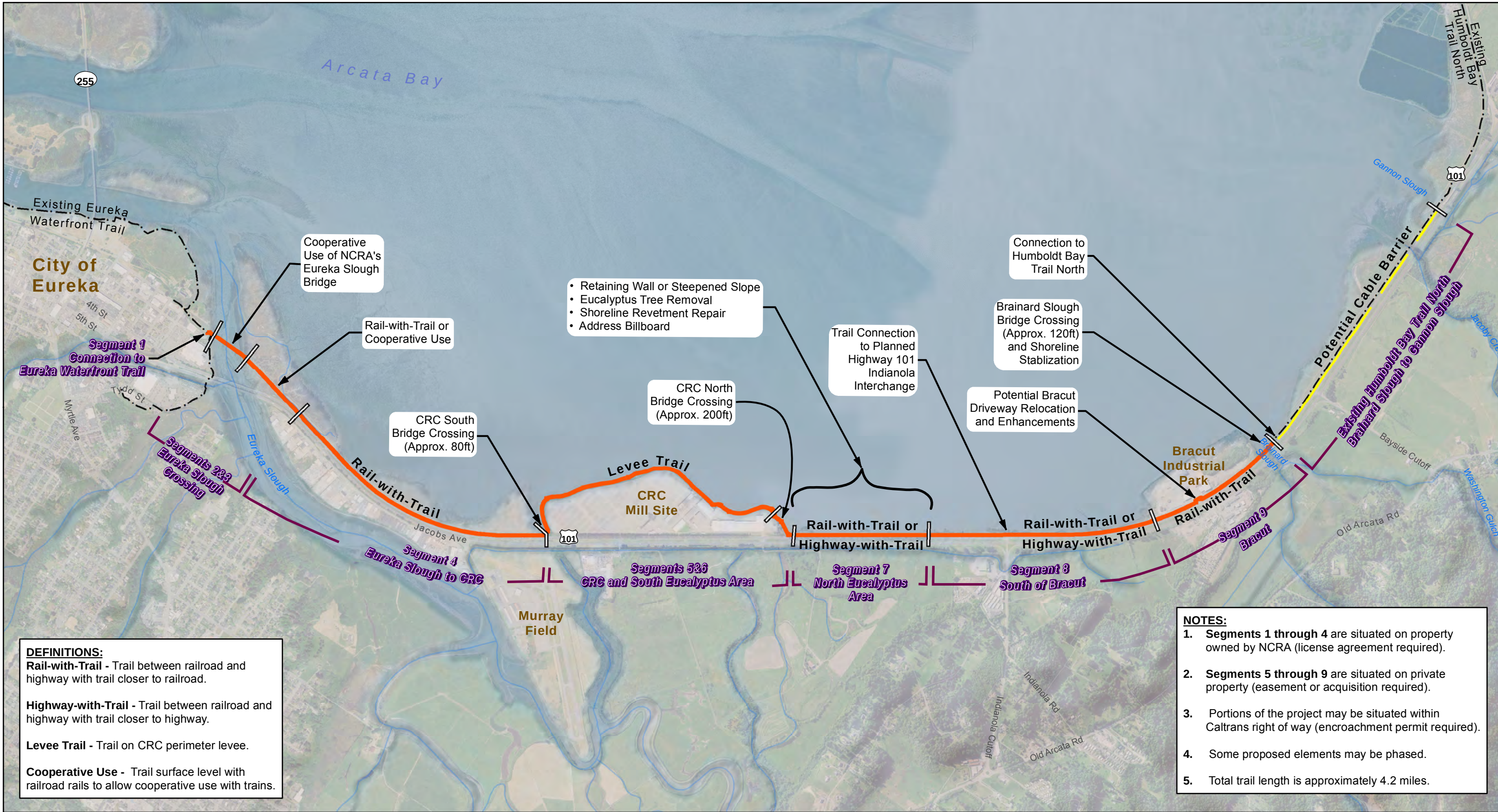


Exhibit 9



**BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT**

825 5th Street, Suite 111, Eureka, CA 95501-1153
Telephone (707) 476-2390 Fax (707) 445-7299

May 28, 2019

North Coast Railroad Authority
419 Talmage Road Suite M
Ukiah, CA 95482
Attn: Mitch Stogner, Executive Director

Re: Support for Rail Runners Humboldt Bay

Dear Mr. Stogner:

I write to convey the Humboldt County Board of Supervisors support for the introduction of rail bicycling on the North Coast Rail Authority right of way in Humboldt County. The use of existing unused rail infrastructure for the establishment of an additional recreational use could be a valued economic opportunity for our region. Rail bikes could also allow the public unique opportunities to experience the scenic areas from the wildlife refuges of Humboldt Bay to the farmlands, redwoods and canyons of the Eel River Valley.

The Board of Supervisors recognizes that in some areas rail bike proposals will need to be evaluated for compatibility with the existing and planned pedestrian, bicycle and equestrian uses of the Humboldt Bay Trail and Great Redwood Trail. To that end, we support rail bicycling on segments of the rails where there is no conflict with the Humboldt Bay Trail, and conditioned upon no additional expenditure of public funds for development of Humboldt Bay Trail projects. We request that NCRA consult with the Humboldt County Public Works Department to review the specific rail bicycling plans prior to issuing a license agreement.

Yours Sincerely,

Rex Bohn, Chair
Humboldt County Board of Supervisors

RB:kh

Exhibit 10



CITY OF EUREKA

SUSAN SEAMAN, MAYOR

531 K Street • Eureka, California 95501-1146

Ph (707) 441-4200

ssseaman@ci.eureka.ca.gov • www.ci.eureka.ca.gov

April 16, 2019

North Coast Rail Authority
419 Talmage Rd # M
Ukiah, CA 95482

RE: Support for Rail Runners Humboldt Bay

To Whom it May Concern:

The City of Eureka fully supports the introduction of rail bicycling to Humboldt Bay. The use of existing infrastructure for the establishment of an additional recreation use is a valuable economic opportunity for our region.

The location proposed by Rail Runners Humboldt which is to be stated on the east side of Water Front Drive in the Halverson Park area of Eureka will allow the public a unique opportunity to experience the scenic vistas that include the Woodley Island Marina and a federally managed wildlife area along the railroad right of way. It is also recognized that the economic benefit that Rail Runners of Humboldt Bay will provide to associated businesses including Old Town shopping, restaurants and hotels located within close proximity of the proposed location.

The City of Eureka also recognizes the rail bike design provides safe benefits to less physically able people and increases their ability to access this very scenic corridor and coastal area. Additionally, the City of Eureka also supports the efforts of the proposed Bay Trail and understands there may need to be modest design changes to accommodate all users for maximum benefits.

For those reason, I Mayor Susan Seaman on behalf of the City Council authorize this letter of support to Rail Runners Humboldt Bay and their rail bicycling project.

Sincerely,

Susan Seaman
Mayor

Exhibit 11

COMMISSIONERS

1st Division

Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707) 443-0801
P.O. Box 1030
Eureka, California 95502-1030



North Coast Railroad Authority
419 Talmage Rd Suite M,
Ukiah, CA 95482

April 10, 2019

SUBJECT: Support letter for Rail Runners Humboldt Bay

To Whom it may concern:

The Humboldt Bay Harbor Conservation and Recreation District fully supports the introduction of rail bicycling along Humboldt Bay. The use of existing rail infrastructure for the establishment of an additional recreational use is a valuable economic opportunity for our region. The east side of Water Front Drive in the Halverson Park area of Eureka as the proposed location of the Rail Runners will allow the public a unique opportunity to experience the scenic vistas that include the Woodley Island Marina and a federally managed wildlife area along the railroad right of way.

The Harbor District recognizes the economic benefit that Rail Runners of Humboldt Bay will provide to associated businesses including Old Town shopping, restaurants and hotels located within close proximity of the proposed location. The District also recognizes the rail bike design provides safe and reliable benefits to less physically able people and increases their ability to access this very scenic corridor.

The Harbor District provides this support with the understanding that there may need to be modest design changes to accommodate all users for maximum benefits. If you have any questions or would like additional information about our support, do not hesitate to contact me at (707)443-3401.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Oetker", with a stylized flourish at the end.

Larry Oetker
Executive Director

Exhibit 12



North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, Ca 95482

NORTH COAST RAILROAD AUTHORITY (NCRA) Board of Directors Meeting

Healdsburg City Council Chambers
401 Grove Street, Healdsburg, Ca.
Sonoma County
Wednesday, February 13, 2019 - 10:30 a.m.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA APPROVAL

D. PUBLIC COMMENT

Commenters are requested to complete a Public Comment Card and provide completed card to the Recording Secretary prior to commenting. Comments will be limited to three minutes per person and not more than ten minutes per subject, so that everyone can be heard. "Public comment" time is limited to matters under the jurisdiction of the Authority that may not have been considered by the Authority previously and are not on the agenda. No action will be taken. Members of the public may also comment during specific agenda items when recognized by the Chair.

E. CONDUCT OF BUSINESS

1. Discussion and Possible Action Regarding:

(a) Appointment of Sonoma County Counsel to act as General Counsel to North Coast Railroad Authority for all purposes;

(b) Designation of Director Caryl Hart as authorized representative of NCRA under Section 5 of the legal services agreement with County of Sonoma

2. Discussion Regarding License Agreement with Humboldt County for Phase 1 of the Annie & Mary Trail, Conditioned on Approval by State of California

F. CONSENT CALENDAR

1. Approval of Minutes – Regular Board Meeting – January 9, 2019

2. Approval of Minutes – Property Committee Meeting – January 30, 2019

3. Approval of NCRA Financial Statements – January 2019
4. Approval of Warrants Issued – January 2019
5. Approval of Cal Card Statement – January 2019
- G. OPERATOR REPORT – Doug Bosco – Legal Counsel NWP Co.**
- H. STAFF REPORT – Mitch Stogner – Executive Director**
 1. Ad Hoc NCRA/Humboldt Bay Rail Trail Corridor Committee
 - (a) Fairhaven/Security National Proposal
 - (b) Rail Pedal Bikes
 2. Property Committee Meeting January 30, 2019
 - (a) Fairhaven/Security National Proposal
 - (b) Annie & Mary Phase 1 Trail Blue Lake, Humboldt County
- I. MATTERS FROM THE BOARD**
- J. CLOSED SESSION**
 1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 - a. Ukiah Depot Property, including Mason Street Property
Negotiation Regarding Disposition of Ukiah Depot Property, including Mason Street Property
Agency Negotiators: Mitch Stogner
Under Negotiation: Price, Terms
Proposed Purchaser: Judicial Council of California
Purchaser's Negotiator: Leland Roberts
 2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(a) two cases
 - a. CATS V. NORTH COAST RAILROAD AUTHORITY
Marin County Superior Court Case No. CIV-1103591
 - b. FOER v. NORTH COAST RAILROAD AUTHORITY
Marin County Superior Court Case No. CIV- 1103605
- K. ANNOUNCEMENT OUT OF CLOSED SESSION**
- L. ANNOUNCEMENT OF NEXT MEETING**

Special Board Meeting teleconference
Wednesday, March 6, 2019 - 10:30 a.m.
419 Talmage Road, Suite M, Ukiah, CA
Mendocino County

M. ADJOURNMENT

AGENDA NOTE

All items appearing on the agenda are subject to action by the Board of Directors. Staff recommendations are subject to action by the Board of Directors. Staff recommendations are subject to change by the Board.

AMERICAN WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact the NCRA office at 707 463-3280, at least 72 hours before the meeting.

ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when: a) a majority vote determines that an "emergency situation" exists as defined in Section 54956.5, or b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, or c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Written materials related to an item on this agenda submitted to the Board of Directors are available for public inspection in the NCRA office located at 419 Talmage Road, Suite M, Ukiah California. Documents maintained for public inspection are considered to be draft documents until approved by the Board of Directors. Some of these documents may also be posted on the NCRA website, but the official record is maintained for public inspection in the NCRA office.

CLOSED SESSION

If agendized, NCRA may adjourn to a closed session to consider litigation or personnel matters. Discussion of litigation or pending litigation may be held in closed session by authority of Government Code Section 54956.9; discussion of personnel matters by authority of Government Code Section 54957; to confer with their negotiator regarding real property by authority of Government Code Section 54956.8.

Exhibit 13

