



BOARD OF DIRECTORS

Stacy Atkins-Salazar, City of Arcata, **Chair**
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Leslie Castellano, City of Eureka
Randy Cady, City of Ferndale
Steve Madrone, County of Humboldt
Frank Wilson, City of Rio Dell

Special Meeting Agenda
Thursday, June 25, 2026, at 9:30 AM
Eureka City Council Chamber
531 K Street
Eureka, CA

HOW TO PARTICIPATE

The public is invited to attend and participate in the HWMA Board of Directors meeting using any of the following methods.

1. IN-PERSON

The public can attend and provide in-person comments during the meeting on regular agenda items and during Oral/Written Comment, at the Eureka City Council Chambers located on the second floor at 531 K Street, Eureka, California.

2. REMOTE

As a courtesy, and technology permitting, members of the public may continue to observe and participate remotely through the Zoom platform. HWMA cannot guarantee that the public's access to teleconference technology will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as there is a board quorum and the public may still attend the meeting in person, the meeting will continue.

- a. Zoom <https://us06web.zoom.us/j/87272840425>
- b. Zoom Phone Numbers. +17207072699, Meeting ID: 87272840425

During the meeting, each period for public comment will be announced, and participants may use Zoom's "Raise Hand" feature to request to speak. If calling in via Zoom use *9 to raise and lower your hand. The meeting host will call on you, by name or last four digits of your phone number and enable the microphone when it is your turn to speak. To ensure the orderly meeting conduct, providing your name is encouraged, but not required.

3. EMAIL

The public may submit public comment via email to board@hwma.net. Any comments received up until 3:00 pm of the meeting date will be:

- a. Distributed to Board Members via email prior to the meeting,
- b. Referenced and attached to the meeting minutes.

Such email comments must identify the agenda item number in the subject line of the email. Comments received will be read into the record by staff, with a maximum

allowance of three minutes (approximately 500 words) per individual comment, subject to the Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as part of the written record of the meeting but will not be read into the record during the meeting.

4. TO WATCH OR LISTEN ONLY

The public may view the meeting on one-way video feed on Access Humboldt's YouTube Channel at www.youtube.com/c/accesshumboldt/live

Copies Available: Copies of the agenda materials are available electronically at www.hwma.net, through individual HWMA member agencies, or by calling HWMA at (707) 268-8680. There may be a charge for copies.

Accessibility: Accommodations and access to HWMA meetings for people with special needs must be requested in advance of the meeting at (707) 268-8680 or by emailing board@hwma.net. The Eureka City Council Chamber room is ADA accessible. This agenda and other materials are available in alternative formats upon request.

1. Call to Order and Roll Call at 5:30 PM

2. Consent Calendar

All matters listed under the Consent Calendar are considered routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

3. Oral and Written Communications

This time is provided for people to address the board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

4. Acceptance of Fee Title Ownership of 5595 Cummings Road, Eureka and Approve Resolution 2026-10 Approve Resolution No. 2026-10, Approving a Site Lease and a Lease Agreement; Making Certain Determinations Relating Thereto; and Authorizing Certain Other Documents and Actions in Connection Therewith; and Approve Resolution No. 2026-11, Adopting a Post-Issuance Tax-Exempt Financing Compliance Policy; and Approve Resolution No. 2026-12, Accepting A Fee Title Interest in Assessor's Parcel Number (APN) 405-081-039-000, 5595 Cummings Road, Eureka CA, from John Moran and Approving the Expenditure of up to \$200,000 for the Property Acquisition.

5. Adjourn.



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: June 23, 2026 For Special Meeting of: June 25, 2026

FROM: Eric Keller-Heckman, Executive Director
Hilary Schwartz, Director of Finance
Nancy Diamond, General Counsel

SUBJECT: Item 4)
Acceptance of Fee Title Ownership of 5595 Cummings Road, Eureka and
Approval of Finance Package

RECOMMENDED ACTION:

1. Approve Resolution No. 2026-10, Approving a Site Lease and a Lease Agreement; Making Certain Determinations Relating Thereto; and Authorizing Certain Other Documents and Actions in Connection Therewith; and
2. Approve Resolution No. 2026-11, Adopting a Post-Issuance Tax-Exempt Financing Compliance Policy; and
3. Approve Resolution No. 2026-12, Accepting A Fee Title Interest in Assessor's Parcel Number (APN) 405-081-039-000, 5595 Cummings Road, Eureka CA, from John Moran and Approving the Expenditure of up to \$200,000 for the Property Acquisition.

DISCUSSION:

Staff seeks the Board's approval to complete the acquisition of a developed parcel adjacent to the Cummings Road Landfill (CRL) entrance to be used primarily as the Landfill operations office and for other HWMA administrative needs. Acquisition of the parcel requires 1) approving a finance package (Resolution No. 2026-10), 2) approving a policy to designate and ensure the use of loan proceeds are as a qualified tax-exempt obligation (Resolution No. 2026-11 , and 3) accepting the ownership interests in the parcel and approving the expenditure of funds to pay the balance of the purchase price (Resolution No. 2026-12)

Attachment 5(Lease agreement) and Attachment 6(Federal Tax Agreement) are still under legal review at the time of this staff report. Finalized copies will be distributed at the in person meeting.

Cummings Road Property:

In July 2025, the Board authorized the Executive Director to begin negotiations to purchase a 3.2-acre parcel located at 5595 Cummings Road adjacent to the main entrance to the Landfill. The parcel contains a 2,800 square foot home built in 2008 that can be remodeled to relocate the CRL operations office, which is currently located at the Landfill and in need of major repair. The purchase price of the property is \$665,000. HWMA will use \$200,000 of cash on hand as the initial down payment and finance the remaining balance of the purchase price and closing costs. The current Capital Improvement Plan has \$160,000 allocated for the Landfill Office Remodel Project. Of these funds, \$100,000 will be used for immediate maintenance and upkeep of the property, and the remaining \$60,000 will be used for the debt service requirements in Fiscal Year 2026–27.

Finance Package:

Staff has secured a finance package that consists of a fifteen-year loan from EverBank, National Association (EverBank) with interest fixed at 4.51%, for total amount of \$490,000 (which includes \$20,000 in loan underwriting fees). Semi-annual payments in Fiscal Year 2026–27 will be roughly \$30,000 each, totaling \$61,159.28 in debt service for the first year (Exhibit B of Attachment 5, Lease Agreement). As mentioned, the initial year of debt service will be covered by funds currently held in the Capital Improvement Plan for the Landfill Office Remodel project. Annual debt service after the initial year will be financed through Tip Fee adjustments as presented in the annual budgets. Staff anticipates minimal impacts to the tipping fee in the following years, with potential increases related to the debt service being less than \$1. Staff will bring back action items to better classify the current CIP funds to be used for this project.

Security for the loan will be made using the Authority’s parcel adjacent to the Transfer Station and under long-term lease to Recology Humboldt County. The security mechanism consists of a 15-year lease of the parcel to EverBank (Attachment 4, Site Lease) who will immediately lease-back the property back to HWMA (Attachment 5, Lease Agreement). The lease and lease-back will not impact HWMA’s lease to Recology.

Under federal tax law and regulation, interest payments made by HWMA to EverBank are exempt from taxation for EverBank, as gross proceeds provided that HWMA uses the proceeds essentially for its public purposes as a qualified tax-exempt obligation (Attachment 6, Federal Tax Agreement). HWMA is required to adopt a policy governing its use of the loan proceeds to comply with this requirement (Resolution 2026-11).

FISCAL IMPACT:

Approximately \$200,000 to purchase the property is currently available as cash on hand, and will be used for the initial down payment. The current Capital Improvement Plan has \$160,000 allocated for the Landfill Office Remodel Project. Of these funds, \$100,000 will be used for immediate maintenance and upkeep of the property, and the remaining \$60,000 will be used for debt service requirements in Fiscal Year 2026-27. Annual debt service after the initial year will be financed through Tip Fee adjustments as presented in the annual budgets.

ATTACHMENTS:

- Attachment 1. Resolution No. 2026-10, Approving a Site Lease and a Lease Agreement; Making Certain Determinations Relating Thereto; and Authorizing Certain Other Documents and Actions in Connection Therewith
- Attachment 2. Resolution No. 2026-11, Adopting a Post-Issuance Tax-Exempt Financing Compliance Policy
- Attachment 3. Resolution No. 2026-12, Accepting A Fee Title Interest in Assessor's Parcel Number (APN) 405-081-039-000, 5595 Cummings Road, Eureka CA, from John Moran and Approving the Expenditure of up to \$200,000 for the Property Acquisition
- Attachment 4. Site Lease
- Attachment 5. Lease Agreement (document to be provided at the meeting.)
- Attachment 6. Federal Tax Agreement (document to provided at the meeting)

RESOLUTION NO. 2026-10

RESOLUTION OF THE HUMBOLDT WASTE MANAGEMENT AUTHORITY APPROVING A SITE LEASE AND A LEASE AGREEMENT; MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER DOCUMENT AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Humboldt Waste Management Authority (the “Authority”) is a joint powers authority and political subdivision duly organized and existing under the laws of the State of California; and

WHEREAS, the Authority desires to acquire real property to enhance the effectiveness of the Authority’s operations (the “Project”); and

WHEREAS, in order to provide funds to finance a portion of the costs of acquiring the Project, the Authority will lease certain real property, building and the improvements thereon, located at 949 W. Hawthorn Street, Eureka, California 95501 (the “Leased Property”) to Municipal Finance Corporation (the “Corporation”) under a Site Lease (the “Site Lease”) in consideration of the payment by the Corporation of an upfront rental payment (the “Site Lease Payment”) which is sufficient to provide financing for the costs of acquiring the Project and pay certain related costs of issuance; and

WHEREAS, the Corporation will sublease the Leased Property back to the Authority pursuant to a Lease Agreement (the “Lease Agreement”) in consideration of the payment by the Authority of lease payments (the “Lease Payments”) for the use and occupancy of the Leased Property; and

WHEREAS, in order to raise funds needed to pay the Site Lease Payment to the Authority, the Corporation will assign to EverBank, National Association (the “Lender”) its right to receive the Lease Payments and its right to enforce the provisions of the Lease Agreement, and the Lender will provide funds to finance costs of acquiring the Project and to pay certain costs of issuance in connection with the Lease Agreement;

WHEREAS, the Board of Directors (the “Board”) of the Authority deems it for the benefit of the Authority and for the efficient and effective administration thereof to enter into the Site Lease and the Lease Agreement, substantially in the forms presented to the Board at this meeting, and the other documentation related to the financing of the Project on the terms and conditions therein provided; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature, adding Government Code §5852.1) (“SB 450”) requires that the Board obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds, including debt instruments such as the Lease Agreement, with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Lease Payments, (b) the sum of all fees and charges paid to third parties with respect to the Lease Agreement, (c) the amount of proceeds of the Lease Agreement expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Lease Agreement, and (d) the sum total of all Lease Payments with respect to the Lease Agreement calculated to the final Lease Payment Date under the Lease Agreement plus the fees and charges paid to third parties not paid with the proceeds of the Lease Agreement; and

WHEREAS, in compliance with SB 450, the Board obtained from the Corporation the required good faith estimates and such estimates are disclosed and set forth on **Exhibit A** attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Humboldt Waste Management Authority as follows:

Section 1. Approval of Site Lease. The form of Site Lease (the “Site Lease”), by and between the Authority, as lessor, and the Corporation, as lessee, in substantially the form as presented to the Authority at this meeting, is hereby approved. The Chair of the Board, the Executive Director or the Director of Finance (each, an “Authorized Officer,” and collectively, the “Authorized Officers”) are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Site Lease, in substantially the form presented to the Authority at this meeting, with such changes therein as the Authorized Officers may require or approve, with the advice and approval of the counsel to the Authority (“Authority Counsel”), such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. Approval of Lease Agreement. The form of Lease Agreement (the “Lease Agreement”), by and between the Corporation, as lessor, and the Authority, as lessee, in substantially the form as presented to the Authority at this meeting, along with the related Memorandum of Lease Agreement, is hereby approved. The Authorized Officers are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Lease Agreement, in substantially the form presented to the Authority at this meeting, with such changes therein as the Authorized Officers may require or approve, with the advice and approval of Authority Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Approval of Tax Agreement. The form of Federal Tax Agreement (the “Tax Agreement”), to be executed by the Authority, in substantially the form as presented to the Authority at this meeting, is hereby approved. The Authorized Officers are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Tax Agreement, in substantially the form presented to the Authority at this meeting, with such changes therein as the Authorized Officer may require or approve, with the advice and approval of Authority Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Approval of Private Placement. The Authority hereby approves the assignment of the Lease Payments by the Corporation to the Lender, by a private placement pursuant to and in accordance with an assignment agreement to be entered into by and between the Corporation and the Lender.

Section 5. SB 450 Good Faith Estimates. In accordance with SB 450, good faith estimates of the following have been obtained from the Corporation and are set forth on **Exhibit A** attached hereto: (a) the true interest cost of the Lease Payments made pursuant to the Lease Agreement, (b) the sum of all fees and charges paid to third parties with respect to the Lease Agreement, (c) the amount of proceeds of the Lease Agreement expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Lease Agreement, and (d) the sum total of all Lease Payments with respect to the Lease Agreement calculated to the final Lease Payment Date under the Lease Agreement plus the fees and charges paid to third parties not paid with the proceeds of the Lease Agreement.

Section 6. Designation of Lease Agreement as Bank-Qualified Obligation. The Authority hereby designates its obligations under the Lease Agreement as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986. The Authority hereby represents that it reasonably anticipates that it and other entities that it controls will not issue tax-exempt obligations (including the Lease Agreement), the aggregate principal amount of which exceeds \$10,000,000 during calendar year 2026.

Section 7. Declaration of Intent. The Authority has made certain capital expenditures in connection with the Project prior to the date hereof, and the Authority expects to make additional capital expenditures in connection with the Project in the future. The Authority intends to reimburse itself for all

or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Lease Agreement or other tax-exempt obligations to be delivered by the Authority. The maximum principal amount of the Lease Agreement or other tax-exempt obligations expected to be delivered for the Project is not expected to exceed \$500,000.

Section 8. Official Actions. The Authorized Officers are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the transactions as described herein in connection with the financing of the Project, including executing any assignments, memoranda of lease agreements, certificates, requisitions, notices, consents, instruments of conveyance, warrants and other documents as may be necessary or desirable to carry out and comply with the intent of this resolution.

Section 9. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board or by the officers, employees and agents of the Authority directed toward the financing of the Project for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 10. Effective Date. This Resolution shall take effect immediately upon adoption and the Board Secretary shall certify to its adoption.

ADOPTED by the Board of Directors of the Humboldt Waste Management Authority on the 25th day of June, 2026.

ATTEST:

Stacy Atkins-Salazar
HWMA Chair of the Board

Clerk of the Board

Date: _____

Date: _____

EXHIBIT A

GOOD FAITH ESTIMATES

The following information was obtained from the Corporation and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Lease Agreement:

1. *True Interest Cost of the Lease Agreement.* A good faith estimate of the true interest cost of the lease payments made pursuant to the Lease Agreement (the "Lease Payments"), which means the rate necessary to discount the amounts allocable as principal and interest components and payable on the respective Lease Payment Dates, as described under the Lease Agreement to the purchase price received for Lease Agreement, is 4.51%

2. *Finance Charge of the Lease Agreement.* A good faith estimate of the Authority's finance charge of the Lease Agreement, which means the sum of all fees and charges paid to third parties (or costs associated with the Lease Agreement), is \$20,000.

3. *Amount of Proceeds to be Received by the Authority.* A good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Lease Agreement, less the finance charge of the Lease Agreement described in paragraph 2 above, is \$470,000.

4. *Total Payment Amount.* A good faith estimate of the total payment amount, which means the sum total of all Lease Payments the Authority will make to pay their obligations on the Lease Agreement plus the finance charge of the Lease Agreement described in paragraph 2 above not paid with the proceeds of the Lease Agreement, calculated to the final Lease Payment Date under the Lease Agreement, is \$675,558.94.

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RESOLUTION NO. 2026-11

A RESOLUTION OF THE HUMBOLDT WASTE MANAGEMENT AUTHORITY ADOPTING A POST-ISSUANCE TAX-EXEMPT FINANCING COMPLIANCE POLICY

WHEREAS, the Humboldt Waste Management Authority (the “Authority”) has entered into and may from time to time enter into tax-exempt financings, including bonds, notes, leases, installment purchase agreements, or other obligations issued or incurred on a tax-exempt basis (collectively, “Tax-Exempt Obligations”); and

WHEREAS, the Authority recognizes that federal tax law imposes ongoing requirements that must be satisfied after issuance of Tax-Exempt Obligations in order for the interest on such obligations to remain excludable from gross income for federal income tax purposes; and

WHEREAS, the Authority desires to establish written procedures to ensure continued compliance with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Humboldt Waste Management as follows:

1. The Board hereby adopts the Post-Issuance Tax-Exempt Financing Compliance Policy attached hereto as Exhibit A.
2. The Director of Finance is designated as the responsible officer for implementation and administration of the Policy.
3. The officers and staff of the Agency are authorized and directed to take such actions as may be necessary or appropriate to carry out the purposes of this Resolution and the Policy.

ADOPTED by the Board of Directors of the Humboldt Waste Management Authority on the 25th day of June, 2026.

ATTEST:

Stacy Atkins-Salazar
HWMA Chair of the Board

Clerk of the Board

Date: _____

Date: _____

EXHIBIT A

POST-ISSUANCE TAX-EXEMPT FINANCING COMPLIANCE POLICY

1. Purpose

The purpose of this Post-Issuance Tax-Exempt Financing Compliance Policy (the “Policy”) is to establish procedures designed to ensure that the Authority complies with applicable federal tax requirements relating to Tax-Exempt Obligations issued or incurred by the Authority.

This Policy is intended to:

- preserve the tax-exempt status of interest on Tax-Exempt Obligations;
- ensure compliance with federal tax laws and regulations;
- promote timely identification and correction of potential compliance issues; and
- establish appropriate documentation and monitoring procedures.

2. Responsible Officer

The Director of Finance, or their designee, shall serve as the responsible officer for purposes of administering this Policy (the “Responsible Officer”).

The Responsible Officer shall:

- monitor compliance with this Policy;
- maintain records relating to Tax-Exempt Obligations;
- coordinate with bond counsel, disclosure counsel, auditors, and other professional advisors as necessary; and
- report significant compliance matters to the Executive Director and Board of Directors as appropriate.

3. Scope

This Policy applies to all Tax-Exempt Obligations issued or incurred by the Authority, including but not limited to:

- tax-exempt bonds;
- notes;
- lease-purchase financings;
- installment purchase agreements;
- certificates of participation; and
- other obligations the interest on which is intended to be exempt from federal income taxation.

4. Use of Proceeds

The Authority shall use proceeds of Tax-Exempt Obligations solely for purposes permitted under the applicable financing documents and federal tax law.

The Responsible Officer shall:

- maintain records identifying the allocation and expenditure of proceeds;
- review expenditures for consistency with authorized project purposes;
- ensure expenditures are properly documented; and
- maintain records of reimbursement resolutions and reimbursed expenditures, where applicable.

5. Private Business Use

The Authority shall monitor the use of property financed with proceeds of Tax-Exempt Obligations to ensure compliance with limitations on private business use under federal tax law.

The Responsible Officer shall review or coordinate review of:

- leases;
- management agreements;
- service contracts;
- research agreements;
- naming rights agreements;
- output contracts; and
- other arrangements involving use of financed property by nongovernmental persons or entities.

Prior to entering into any arrangement that may result in private business use of financed property, the Responsible Officer shall consult with bond counsel or other qualified legal counsel as appropriate.

6. Investment and Arbitrage Compliance

The Authority shall comply with applicable arbitrage and investment restrictions relating to Tax-Exempt Obligations.

The Responsible Officer shall:

- monitor investment of proceeds and reserve funds;
- maintain records of investments and earnings;
- coordinate rebate and yield restriction calculations when required; and
- ensure timely payment of any required arbitrage rebate amounts.

The Agency may retain qualified consultants or rebate specialists to assist with arbitrage compliance.

7. Record Retention

The Authority shall maintain records relating to Tax-Exempt Obligations for the life of the applicable obligation, including any refunding obligations, plus at least three (3) years after final maturity or retirement.

Records to be retained include, but are not limited to:

- financing documents;
- transcripts and closing documents;
- expenditure records and invoices;
- investment records;
- contracts relating to financed property;
- rebate reports; and
- correspondence relating to tax compliance matters.

Records may be maintained in paper or electronic format.

8. Periodic Review

The Responsible Officer shall periodically review compliance with this Policy and applicable federal tax requirements.

Such review may include:

- review of use of financed facilities;
- review of contracts and third-party use arrangements;
- confirmation of record retention practices; and
- consultation with bond counsel regarding potential compliance concerns.

9. Remedial Actions

If the Authority identifies a potential violation of federal tax requirements, the Responsible Officer shall promptly consult with bond counsel or other qualified legal counsel to determine appropriate corrective action.

The Authority shall take such remedial or corrective actions as may be necessary or appropriate to preserve the tax-exempt status of the applicable obligations whenever practicable.

10. Reliance on Professionals

The Authority may rely on the advice and assistance of bond counsel, disclosure counsel, financial advisors, arbitrage consultants, auditors, and other professionals with expertise in tax-exempt financing compliance matters.

11. Amendments

This Policy may be amended from time to time by resolution of the Board of Directors as deemed necessary or appropriate to reflect changes in law, regulations, or Authority practices.

RESOLUTION NO. 2026-12

**A RESOLUTION OF THE HUMBOLDT WASTE MANAGEMENT AUTHORITY
ACCEPTING A FEE TITLE INTEREST IN ASSESSOR’S PARCEL NUMBER (APN)
405-081-039-000, 5595 CUMMINGS ROAD, EUREKA CA,
FROM JOHN MORAN AND APPROVING THE EXPENDITURE OF UP TO \$200,000
FOR THE PROPERTY ACQUISITION**

WHEREAS, the Humboldt Waste Management Authority (the “Authority”) has negotiated the acquisition of approximately 3.5 acres of real property located at 5595 Cummings Road, Eureka CA, and bearing Assessor Parcel No. (APN) 405-081-039-000 (“Property”) from John Moran for the purchase price of \$665,000; and

WHEREAS, on June 25, 2026, the Board of Directors of the Authority approved Resolution No. 2026-10 approving \$490,000 in loan financing for the Property acquisition; and

WHEREAS, the Authority has completed a due diligence investigation of the Property and now seeks to close escrow and accept ownership.

NOW THEREFORE, the Board of Directors of the Humboldt Waste Management Authority does hereby resolve as follows:

1. The grant deed conveyance from John Moran to the Authority of a fee title interest in Assessor’s Parcel No. (APN) 405-081-039-000, located at 5595 Cummings Road, Eureka CA, and more particularly described in Exhibit A, attached hereto and incorporated herein, (“Property”) is hereby accepted.
2. The purchase price for the Property of \$665,000 is hereby approved.
3. The expenditure of up to \$200,000 from cash on hand to fund the balance owed on the purchase price plus closing fees and costs is hereby approved.
4. The Executive Director is authorized and directed to execute all documents and take such actions as necessary or appropriate to carry out the purposes of this Resolution.

ADOPTED by the Board of Directors of the Humboldt Waste Management Authority on the 25th day of June, 2026.

ATTEST:

Stacy Atkins-Salazar
HWMA Chair of the Board

Clerk of the Board

Date: _____

Date: _____

Attachment: Exhibit A, Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, DESCRIBED AS FOLLOWS: PARCEL 1 AS SHOWN ON PARCEL MAP NO. 820 ON FILE IN BOOK 7, PAGE 53 OF PARCEL MAPS, HUMBOLDT COUNTY RECORDS

RECORDING REQUESTED BY:

HUMBOLDT WASTE MANAGEMENT AUTHORITY

AFTER RECORDATION, MAIL TO:

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108
Attention: Jason Schurke, Esq.

DOCUMENTARY TRANSFER TAX: \$0.00 AS THE TERM OF THE LEASE AND ALL EXTENSIONS IS LESS THAN THIRTY-FIVE (35) YEARS. PROPERTY IS LOCATED IN THE COUNTY OF HUMBOLDT. THIS DOCUMENT IS BEING RECORDED FOR THE BENEFIT OF HUMBOLDT WASTE MANAGEMENT AUTHORITY AND IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

SITE LEASE

THIS SITE LEASE (the “Site Lease”), dated as of June 30, 2026, is by and between the **HUMBOLDT WASTE MANAGEMENT AUTHORITY**, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), as lessor, and **MUNICIPAL FINANCE CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the State of California (the “Corporation”), as lessee;

WITNESSETH:

WHEREAS, the Authority desires to acquire real property to enhance the effectiveness of the Authority’s operations (the “Project”); and

WHEREAS, in order to provide funds to finance a portion of the costs of acquiring the Project, the Authority wishes to (a) lease certain real property, building and the improvements thereon, located at 949 W. Hawthorn Street, Eureka, California 95501, as more particularly described on **Exhibit A** attached hereto (the “Leased Property”) under this Site Lease; (b) the Corporation has agreed to lease the Leased Property back to the Authority under a Lease Agreement dated as of June 30, 2026 (the “Lease Agreement”), by and between the Corporation, as lessor, and the Authority, as lessee, a Memorandum of said Lease Agreement is being recorded concurrently herewith; and (c) the Corporation will assign to EverBank, National Association (the “Lender”) its right to receive the Authority’s lease payments under the Lease Agreement (the “Lease Payments”) and its right to enforce the provisions of the Lease Agreement, pursuant to that certain Assignment Agreement dated as of June 30, 2026 (the “Assignment Agreement”), by and between the Corporation and the Lender, which Assignment Agreement is being recorded concurrently herewith;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site Lease. The Authority hereby leases to the Corporation and the Corporation hereby leases from the Authority, on the terms and conditions hereinafter set forth, the Leased Property, subject only to the Permitted Encumbrances.

Section 3. Term. The term of this Site Lease shall commence on the Closing Date, as defined in the Lease Agreement, and shall end on June 30, 2041, unless such term is extended or sooner terminated as hereinafter provided. If, on June 30, 2041, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than June 30, 2056. If, prior to June 30, 2056, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site Lease shall end.

Section 4. Advance Rental Payment. The Authority agrees to lease the Leased Property to the Corporation in consideration of the payment by the Corporation of an advance rental payment of \$490,000. The Authority and the Corporation agree that by reason of the assignment of the Lease

Payments to the Lender under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Leased Property solely for the purpose of leasing the Leased Property to the Authority pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the Event of Default by the Authority under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. Authority's Interest in the Leased Property. The Authority covenants that it is the owner in fee of the Leased Property.

Section 7. Assignments and Subleases. Unless the Authority shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site Lease or sublet the Leased Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the Authority and the Lender. If the Authority is in default under the Lease Agreement, the Lender (including its successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Leased Property or any portion thereof, subject to this Site Lease.

Section 8. Right of Entry. The Authority reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the Authority.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the Authority may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the Authority shall have no right to terminate this Site Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the Authority will continue to pay the Lease Payments to the Lender. In the event of the occurrence of an Event of Default under the Lease Agreement, the Corporation may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site Lease, shall peaceably and quietly have, hold and enjoy all of the Leased Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation and the Authority hereby releases each and every board member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site Lease. No board member, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property or the Corporation's interest in the Leased Property created by this Site Lease (including both land and improvements) will be paid by the Authority in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the Authority. The Authority hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the Authority. However, the Authority hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the Authority with respect to the Leased Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 15. Use of the Proceeds. The Authority and the Corporation hereby agree that the lease to the Corporation of the Authority's right and interest in the Leased Property pursuant to Section 2 serves the public purposes of the Authority.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Authority and the Corporation and their respective successors and assigns. The Lender is hereby made a third-party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Site Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 21. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. No Merger. Neither this Site Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Authority to the Leased Property under this Site Lease and the Authority's leasehold interest therein under the Lease Agreement.

Section 23. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Authority and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**HUMBOLDT WASTE MANAGEMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

MUNICIPAL FINANCE CORPORATION

By: _____
Name: William A. Morton
Title: President

[Signature Page to Site Lease]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF HUMBOLDT)

On June ____, 2026, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On June ____, 2026, before me, _____, Notary Public, personally appeared WILLIAM A. MORTON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 20, OF THE SUBDIVISION OF BLOCK 128 OF THE THIRD ENLARGEMENT OF CLARK'S ADDITION TO THE CITY OF EUREKA, ACCORDING TO THE MAP OF SAID ADDITION ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF HUMBOLDT COUNTY, CALIFORNIA, IN BOOK 9, PAGE 6, OF MAPS.

CERTIFICATE OF ACCEPTANCE OF SITE LEASE

This is to certify that the interest in real property conveyed by the Site Lease, dated as of June 30, 2026, from the Humboldt Waste Management Authority, as lessor (the “Authority”), to Municipal Finance Corporation (the “Corporation”), as lessee, is hereby accepted by the undersigned officer on behalf of the Corporation, pursuant to authority conferred by the Board of Directors of the Corporation adopted on June 25, 2026, and the Corporation consents to recordation thereof by its duly authorized officer.

Dated as of June 30, 2026.

MUNICIPAL FINANCE CORPORATION

By: _____
William A. Morton
President

Attachment 5 Lease Agreement (To be distributed at the meeting)

Attachment 6 Federal Tax Agreement (To be distributed at the meeting)