

**AGENDA**  
**CITY OF FERNDAL – HUMBOLDT COUNTY CALIFORNIA – U.S.A.**  
**SPECIAL MEETING OF THE FERNDAL CITY COUNCIL**

Location:	City Hall	Date:	August 23, 2012
	834 Main Street	Time:	<b>6:00 pm</b>
	Ferndale CA 95536	Posted: 8/22/12	

We welcome you to the meeting. Members of the Public may be heard on any business item on this Agenda before or during the City Council consideration of the item. The public may also directly address the City Council on any item of interest to the public that is not on the Agenda during the public comment time; however, the City Council generally cannot take action on an item not on the agenda.

A person addressing the City Council will be limited to five (5) minutes unless the Mayor of the City Council grants a longer period of time. While not required, we would appreciate it if you would identify yourself with your name and address when addressing the Council.

This City endeavors to be ADA compliant. Should you require assistance with written information or access to the facility, or a hearing amplification, please call 786-4224 24 hours prior to the meeting.

**TO SPEAK ON ANY ISSUE, BE ACKNOWLEDGED BY THE MAYOR BEFORE PROCEEDING TO THE PODIUM, STATE YOUR NAME AND ADDRESS FOR THE RECORD (optional), AND DIRECT YOUR COMMENTS ONLY TO THE COUNCIL.**

1. CALL MEETING TO ORDER – Mayor
2. PLEDGE ALLEGIANCE TO THE FLAG
3. ROLL CALL – City Clerk/Deputy City Clerk
4. CEREMONIAL: None
5. BUSINESS
  - a. Agenda Item regarding the Fresnel Lens ..... Page 3
    - i. Resolution 2012-27 Authorizing entry of a Memorandum of Understanding (MOU) with the United States Coast Guard for relocation of the Fresnel Lens to the Ferndale Museum ..... Page 7
    - ii. Notice of CEQA Exemption ..... Page 9
    - iii. Preliminary Bid for Museum Lens Display Remodel ..... Page 10
    - iv. Lens Display Photo Simulation ..... Page 13
    - v. Ferndale Museum Conditional Approval of the Fresnel Lens Display and Fresnel Lens Display Issues ..... Page 15
    - vi. July 31, 2012 Lens Reassembly Cost Estimate at the Ferndale Museum ..... Page 17
    - vii. Proposed Memorandum of Understanding (“MOU”) with the United States Coast Guard ..... Page 18
6. ADJOURN..... Page

**This notice is posted in compliance with Government Code §54956.**  
**The next Regular Meeting of the Ferndale City Council will be held on THURSDAY, September 6, 2012 in the Auditorium of City Hall at 7:00pm**

**Section 5**

***BUSINESS***

<b>AGENDA ITEM 5a</b>					
Meeting Date:	Date: August 23, 2012			Agenda Item No:	5a
Agenda Item Title:	Resolution 2012-27 Authorizing entry of a Memorandum of Understanding (MOU) with the United States Coast Guard for relocation of the Fresnel lens to the Ferndale Museum.				
Presented by:	City Manager Jay Parrish				
Type of Item:	X	Action		Discussion	Information
Action Required:		No Action		Voice Vote	x Roll Call Vote

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution 2012-27 in Attachment 1:

1. Determining that entry of a Memorandum of Understanding (“MOU”) with the United States Coast Guard (“USCG”) in the form proposed in Attachment 7 hereto, pursuant to which the Coast Guard agrees to loan the Fresnel Lens to the City for a minimum of 25 years (subject to the conditions of the MOU), is in the best interest of the City of Ferndale in furtherance of the City’s efforts to keep and maintain this historic artifact in the City of Ferndale and the County of Humboldt;
2. Determining that the proposed relocation of the Fresnel lens to the Ferndale Museum (as well as relocation to an interim storage site at the Humboldt County Fairgrounds pending relocation to the Museum) in accord with the terms of the MOU is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1 Categorical Exemption §15301 Existing Facilities. §15301(c & d), and
3. Approving the removal and disassembly of the Fresnel lens at the County Fairgrounds and the construction of minor improvements to a designated interim storage site at the County Fairgrounds in accord with the terms of the MOU and a supplemental budget not to exceed ten thousand dollars (\$10,000.00) for storage site improvements.
4. Approving the remodel of the Ferndale Museum to display the Lens, and the reassembly of the Lens at the Ferndale Museum, contingent on the procurement of irrevocable grant funding or charitable contributions to fund the project, and
5. Authorizing the City Manager to actively seek all required permits, determine and identify all required requests for proposals and negotiate contracts for the construction of all or any portion of the improvements at the Ferndale Museum subject to and contingent upon City

Council approval of any request for proposal prior to issuance and ratification of any negotiated contract prior to entry, and

6. Authorizing the formation of an Ad Hoc Committee of the City Council to actively seek, in conjunction with the City Manager and Save Our Lens Group, any and all private and/or public grant funding required to relocate the Lens from the interim storage site at the County Fairgrounds to the Ferndale Museum and complete Museum improvements.

#### **BACKGROUND:**

In 1948, the U. S. Coast Guard loaned the Cape Mendocino Lighthouse Fresnel lens to the City of Ferndale for an indefinite time period, conditional only upon displaying the Lens to the public. For 63 years the lens has been displayed at the entrance to the County Fairgrounds in a replica lighthouse that has welcomed people to the annual County Fair.

Approximately three years ago the City was informed that the Coast Guard was coming to take the Lens back because it felt that the structure housing the Lens was inadequate, and the Lens was in jeopardy of deterioration. The City contests the assertion, and believes the Lens continues to be located in one of the best displays in Northern California and Southern Oregon, within its proper historical context, in a safe and secure facility. While not in agreement with Coast Guard's determination, the City, Fair Board, Chamber of Commerce, Ferndale Museum and Save Our Lens citizens group have collaborated in an effort to build a new facility that would be compliant with Coast Guard specifications, and insure the long term retention and display of the Lens in the City of Ferndale. The Ferndale Museum has been identified as a potential site for the long term storage and display of the Lens, and efforts have been made, in conjunction with the Coast Guard, to develop a process for the improvement of the Museum and the safe transport and reassembly of the Lens (and its component parts) to the Museum, and funding the substantial costs associated with relocation and reassembly.

During the course of discussions and negotiations with the Coast Guard regarding retention of the Lens and with the assistance of Congressman Mike Thompson and his staff, a Memorandum of Understanding ("MOU") (appended hereto as Attachment 7) has been drafted, pursuant to which **the United States Coast Guard agrees to loan the Frensel Lens to the City for a minimum of 25 years, subject to the terms and conditions of the MOU.** In order to provide for the relocation of the Lens to the Museum, the MOU creates the following structure:

1. The Coast Guard will retain a certified lampist to disassemble the Lens (and its component parts) at its current location at the County Fairgrounds, and safely crate and package the Lens (and its component parts) for interim storage, at the Coast Guard's sole cost and expense estimated to equal, approximately, \$65,000.00;
2. The City of Ferndale will incur the cost and expense of making minor improvements (climate control equipment, etc.) to an interim storage site at County Fairgrounds at an estimated cost of \$5,000.00 or less;
3. The Lens (and its component parts) may remain at the interim storage site (or alternative site) at the Fairgrounds for a time period up to four (4) years while the City seeks public and/or private funding to (a) pay the anticipated cost(s) for relocating, partially restoring and reassembling the Lens (and its component parts) at the Museum (a cost estimated to equal approximately \$72,000.00 based on the July 31, 2012 estimate provided by lampist Joe

- Cocking appended as Attachment 6) and (b) insure adequate time for the construction of improvements at the Ferndale Museum for the long term display of the Lens; and
4. If the City can locate funding for Lens reassembly and the Museum is improved within four (4) years in accord with the terms of the MOU, the Lens may be relocated to the Museum and the Museum may display the Lens for a period of time up to 25 years, with potential renewal after the 25 year term.

#### **DISCUSSION:**

In anticipation of entering an MOU with the Coast Guard for the continued retention of the Lens, the City, County Fair, Ferndale Museum and Save Our Lens Group have worked with Dennis DelBiaggio of DCI Builders and Doug Brown of Brown Designs in preparing the preliminary budget estimate recited in Attachment 3 and Photo Simulation in Attachment 4. The estimate recited in Attachment 3 is included for informational purposes only, and the costs for constructing the improvements at the Museum may increase by a factor of 30% to 40% depending on the applicability of prevailing wage requirements, which will be further assessed by City staff if the form MOU is approved. The Ferndale Museum Board's conditional approval of the Lens Display is included in Attachment 5. On In February, 2012, The Lytel Foundation approved \$50,000 to fund the project. In addition, the Ferndale Rotary approved \$20,000, and the Humboldt Area Foundation approved \$20,000.

The Coast Guard has funds allocated and reserved for a certified lampist to disassemble the Lens (and its component parts), and has issued a request for proposal and entered agreement for disassembly in accord with federal contracting requirements. That lampist has been instructed to disassemble the Lens in September of this year. As recited in the proposed MOU, the Coast Guard has agreed to should this cost (estimated at approximately \$65,000.00). Significant additional costs, however, will be incurred to reassemble (and partially restore) the Lens (and its component parts) at the Museum. Those costs have been estimated at approximately \$72,000.00 (see Attachment 6.) City Staff has worked closely with Congressman Thompson's office to seek a source of funding for reassembly costs. No federal source of funding is available at this time. Congressman Thompson's office has encouraged the City to seek applicable grants for the preservation and display of historic objects, and acknowledges that the solicitation of grant funds and private and public funds for a project of this nature will take time.

The Coast Guard has agreed to include provisions in the MOU to allow the City to retain the Lens (and its component parts) at the Fairgrounds for a period up to four (4) years while funds are sought to relocate the Lens (which will be crated and ready for transport). If no funds can be secured, the MOU provides that the Coast Guard may reclaim the Lens (at no cost to the City).

In order to remove and disassemble the Fresnel lens, improve an interim storage site at the County Fairgrounds to insure the Lens remains in Ferndale, remodel the Ferndale Museum to display the Lens and reassemble the Lens at the Ferndale Museum, the City Council must now approve the project and associated supplemental budget by adopting Resolution 2012- 27 in Attachment 1.

The project will not have a significant impact on the environment because, pursuant to sections §15301(c & d) of CEQA, it will:

- Provide a process for the future display of the Fresnel lens at the Ferndale Museum,
- Insure that a significant historical object is not removed from its proper historical context,

- Not result in an increase in floor area at the interim storage site of more than 2,500 square feet, and
- Although structural alterations to the Ferndale Museum will not commence until adequate all required funding is secured to reassemble the Lens at the Museum and complete alterations, the increase in floor area at the Ferndale Museum will not exceed 2,500 square feet if the improvements are constructed.

**FINANCIAL IMPACT:**

Incidental costs for interim storage site preparation not to exceed \$10,000.00. All other financial obligations related to the project are dependent on the location of an irrevocable commitment of charitable contributions or public grant funds to complete the project.

**Attachments**

Attachment 1: Draft City Council Resolution 2012-27

Attachment 2: Draft CEQA Notice of Exemption

Attachment 3: DCI Preliminary Bid for the Ferndale Museum Lens Display Remodel

Attachment 4: Lens Display Photo Simulation

Attachment 5: Ferndale Museum Conditional Approval of the Fresnel Lens Display

Attachment 6: July 31, 2012 Lens Reassembly Cost Estimate at the Ferndale Museum

Attachment 7: Proposed Memorandum of Understanding ("MOU") with the United States Coast Guard

**Attachment 1**  
**RESOLUTION NO. 2012-27**

**A RESOLUTION OF THE FERNDALE CITY COUNCIL**

APPROVING ENTRY OF A MEMEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES COAST  
GUARD REGARDING THE RELOCATION OF THE CAPE MENDOCINO LIGHTHOUSE FRESNEL LENS  
TO THE FERNDALE MUSEUM

**WHEREAS**, The City continues to work with the Coast Guard, County Fair and Ferndale Museum to facilitate the relocation of the Cape Mendocino Lighthouse Fresnel lens from the County Fairgrounds to the Ferndale Museum; and

**WHEREAS**, The Ferndale Museum has conditionally approved the proposed Lens display, if the City can secure sufficient funds to relocate the Lens from the County Fairgrounds and reassemble the Lens at the Museum; and

**WHEREAS**, In anticipation of potential relocation, photo simulations and a preliminary bid were prepared to illustrate an appropriate display and estimate related remodeling costs at the Museum; and

**WHEREAS**, Partial funding has been approved by the City of Ferndale and Lytel Foundation to support the proposed relocation and display; and

**WHEREAS**, additional funding will need to be secured to facilitate the reassembly (and partial restoration) of the Lens at the Ferndale Museum after it is disassembled by the Coast Guard; and

**WHEREAS**, a Memorandum of Understanding (“MOU”) has been sought and is now proposed between the City and the Coast Guard to allow the Lens to be disassembled and safely packaged (at Coast Guard expense) and ultimately relocated for display at the Ferndale Museum for 25 years or more if all terms of the MOU can be satisfied; and

**WHEREAS**, The proposed relocation of the Fresnel lens to the interim storage site at the County Fairgrounds and (potentially) the Ferndale Museum is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1 Categorical Exemption, sections §15301(c & d) Existing Facilities.

**NOW THEREFORE BE IT RESOLVED** that City Council of the City of Ferndale:

1. Approves entry and authorizes the Mayor of the City of Ferndale to execute that certain Memorandum of Understanding (“MOU”) with the United States Coast Guard (“USCG”) in the form proposed in Attachment 1 hereto, which allows for display of the Lens at the Museum for at least 25 years, if all conditions are satisfied;
2. Approves the relocation of the Fresnel lens to an interim storage site at the Humboldt County Fairgrounds (“County Fairgrounds”) and the Ferndale Museum in accord with the terms of the MOU;

3. Approves a supplemental budget not to exceed ten thousand dollars (\$10,000.00) for requisite improvements to the interim storage site at the County Fairgrounds and affiliated costs attendant to the Lens relocation project in accord with the terms of the MOU;
4. Authorizes the remodel of the Ferndale Museum to display the Lens, and the reassembly of the Lens at the Ferndale Museum, contingent on the procurement of an irrevocable source of grant funding or charitable contributions to fund these activities, and
5. Authorizes the City Manager to actively seek all required permits, determine and identify all required requests for proposals and negotiate contracts for the construction of all or any portion of the improvements at the Ferndale Museum subject to and contingent upon City Council approval of any negotiated contract prior to entry, and
6. Authorizes the formation of an Ad Hoc Committee of the City Council to actively seek, in conjunction with the City Manager and Save Our Lens Group, any and all private and/or public grant funding required to relocate the Lens from the interim storage site at the County Fairgrounds to the Ferndale Museum, and
7. Directs the City Clerk to file the required CEQA Notice of Exemption.

**PASSED AND ADOPTED** by the City Council of the City of Ferndale on the 23<sup>rd</sup> day of August, 2012 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Jeffrey Farley, Mayor

**Attest:**

\_\_\_\_\_  
Nancy Kaytis-Slocum, City Clerk

**Attachment 2**

**NOTICE OF CEQA EXEMPTION**

Pursuant to the Guidelines for Implementation of the California Environmental Quality Act (California Code of Regulations, Title 14, Division 6, Chapter 3) §15062, the City of Ferndale as the CEQA Lead Agency is filing this Notice of Exemption with the Humboldt County Clerk, 825 5<sup>th</sup> St, Room 108, Eureka 95501.

**PROJECT TITLE:** Relocation of the Cape Mendocino Lighthouse Fresnel Lens to an Interim Storage Site at the Humboldt County Fairgrounds and Potential Relocation to the Ferndale Museum

**PROJECT APPLICANT:** The City of Ferndale

**PROJECT LOCATION, ZONING & GENERAL PLAN DESIGNATION:** Public

**PROJECT DESCRIPTION:** The removal and disassembly of the Fresnel lens at the County Fairgrounds, interim storage at the Fairgrounds and remodel of the Ferndale Museum to display the Lens, and potential reassembly of the Lens at the Ferndale Museum.

**LEAD AGENCY/CONTACT:** City of Ferndale, City Manager; Jay Parrish; P.O. Box 1095 Ferndale CA 95536; phone (707) 786-4224; fax 786-9314; email citymanager@ci.ferndale.ca.us

**EXEMPTION FINDINGS:** The City of Ferndale, as Lead Agency, has determined that the above-described activity is a project subject to California Environmental Quality Act (CEQA). The City of Ferndale Relocation of the Cape Mendocino Lighthouse Lens project (including relocation to both the interim storage site at the Humboldt County Fairgrounds and potential relocation to the Museum) is a Class 1 Categorical Exemption under §15301 Existing Facilities. §15301(c & d) "Restoration of mechanical equipment and additions to existing structures of less than 2,500 square feet of floor area." Further, the Lead Agency has determined that the use of the categorical exemption is not barred by one of the exceptions set forth in Section 15300.2 of the CEQA Guidelines.

The material supporting the above finding is contained in the staff report prepared by the City of Ferndale's City Manager. Copies of the documents related to the evaluation of this project are available for review upon request at the Ferndale City Hall, address above.

\_\_\_\_\_  
Nancy Kaytis-Slocum  
City Clerk, City of Ferndale

\_\_\_\_\_  
Date

Date received for filing by the Humboldt County Clerk): \_\_\_\_\_  
Period for Posting by County Clerk:  30 days

**Note to the County Clerk:** Pursuant to the CEQA Guidelines, Section 15062, the City of Ferndale as CEQA Lead Agency is requesting that the Humboldt County Clerk post this Notice of Exemption within 24 hours of receipt, for a period of at least 30 days. Thereafter, please return this notice to Nancy Kaytis-Slocum, City Clerk, City of Ferndale, P.O. Box 1095, Ferndale CA 95536.

### Attachment 3

#### Preliminary Bid For Ferndale Museum Lens Display Remodel



October 6, 2011

Ferndale Museum Lens Remodel

Dear Ferndale Museum Board,

Please find the following budget cost to remodel and for construction of the addition to the museum for the Coast Guard Lens enclosure and exhibit. The price is based on a site meeting with Kurt and Dave, of the Ferndale Museum, and Terry of Whitchurch Engineering. The current budget is for the lens being moved back to the first location on the Northeast side, but increasing the room size and height, and also connecting the new room roof back to the roof on the main building. The new lens room will be a gable roof addition off of the rear of the Museum.

The remodel will require engineering for both the structural changes and a hold down for the lens itself, along with building plans and finish schedule. We have included allowances for some items. Please see list enclosed with budget. Final design of mechanical, electrical, lighting, and finish schedule will be completed with finish drawings. Budget cost below includes all labor, material, equipment, and subcontractors to complete work. Not included in cost are any permit fees.

Scope of work includes the following:

01- General Requirements

- Construction supervision, construction facilities, equipment rental, job site clean-up, and disposal of demolished materials.
- An allowance of \$6,000.00 is included for engineering and plans.

#### 02- Site Work

- Demolition and removal of roof and walls in area of remodel. Cut and remove concrete in area of new lens room for new foundation and concrete slab.
- Please note access will need to be given through roll-up door to area of remodel.

#### 03- Concrete

- Install concrete perimeter foundation, load bearing footings, and concrete slab.

#### 04- Carpentry

- Complete needed remodel framing for addition of roof and wall height changes. New addition to have 20' tall walls.
- Install needed structural improvements to support existing roof.
- Construct new addition for lens per size and rough plan completed during site visit. Size of remodel area is 18' x 25' along with changes to existing roof line..
- Install ½" plywood to all exterior walls for proposed addition.
- Addition to have a gable roof with a 4/12 pitch. Roof to tie into existing main museum roof framing and have a gable design towards the rear of the museum. Roof to be sheeted with 5/8 plywood.
- Exterior of walls to be sided with Hardi siding to match existing material.
- Interior trim to be completed with paint grade material.

#### 05- Thermo/ Moisture protection

- New room will be completely insulated with R-19 insulation
- A metal roof will be installed on the new roof structure and tie into the existing metal roof. Existing torch down roof will be flashed and finished to make weather tight seal between new addition and existing lower roof.

#### 06- Doors and Windows

- Nine 3<sup>0</sup> 2<sup>0</sup> vinyl windows will be supplied and installed. Three windows will be installed in the upper area of three walls.
- Storefront viewing glass will be installed in two locations for public access to view lens. See allowance.
- A 2<sup>6</sup> man door will be installed for access to Lens Room.

#### 07- Finishes

- Interior of the new room will be sheet rocked and finished with a light hand texture.
- New walls and trim to be painted. (Interior and exterior)
- A \$2,000.00 floor covering allowance is included.

#### 08- Mechanical

- Install a temperature controlled heating system for the Lens Room. Final design and requirements will need to be known. Allowance of \$3,500.00 is included.

#### 09- Electrical

- Install rough and finish wiring for heater and lighting in proposed addition. Allowance of \$2,000.00 is included for electrical work and light fixtures.

The following allowances are included in the budget cost:

• Engineering & Plans	\$6,000.00
• Viewing Glass/Store Front	\$2,500.00
• Drywall	\$4,500.00
• Painting	\$4,750.00
• HVAC	\$3,500.00
• Electrical/Lighting	\$2,000.00
• Floor Covering	\$2,000.00

\*Relocation of lens from current location to new exhibit is not included in budget cost.

\*\*Permit fees are not included in the budget costs.

\*\*\*All labor is based upon standard construction rates, if job is to be based at prevailing wage rates, budget cost would need to be adjusted.

**Total cost for the above listed work                      \$96,700.00**

If you are interested in our company doing the above work or have any questions, please give me a call. Work will not be scheduled until we have a signed contract on file. I would like to thank you for the opportunity to bid on this project.

Sincerely,

*Dennis DelBiaggio*

Dennis DelBiaggio, President

DCI Builders

## Attachment 4

### Lens Display Photo Simulation



## Attachment 5

### Ferndale Museum Conditional Approval of the Fresnel Lens Display

#### Minutes of Special Meeting of

#### Ferndale Museum Board of Directors

June 27, 2011

President Kirk Gothier called a special meeting of the Board of Directors on June 27, 2011, at 7:05 p.m. for the purpose of discussing alternatives regarding the Fresnel Lens issues and reviewing preliminary budgets submitted by DCI.

**Members present:** Norma Bessingpas, Irene Bryant, Dave Carr, Joan Katri, Patricia Meinhardt, and Linda Olsen.

**Staff:** Don Anderson. **Members absent:** George Nichols and Lee Tomasini.

After discussion the Board approved the following motion by consensus of the members present: The Ferndale Museum Board agrees to display the Fresnel Lens in the Northeast corner of the Museum Annex, subject to the following conditions:

The City of Ferndale shall:

1. Maintain a Lens Agreement with the United States Coast Guard for a period of not less than twenty (20) years.
2. Assume responsibility for: a) all expenses associated with moving, storing and replacing existing Museum artifacts, b) construction of the Lens Display, c) displaying the Lens for as long as it is displayed at the Museum, and, d) any damages to the Lens resulting from human actions or natural disasters.
3. Address all of the attached Fresnel Lens Display Issues, dated June 27, 2011, to the satisfaction of the Ferndale Museum Board.

There being no further business, the special meeting was adjourned at 8:30 p.m.

Respectfully submitted,

---

Irene Bryant, Secretary

## Fresnel Lens Display Issues – June 27, 2011

### Construction Process

1. A storage location for items temporarily removed from the annex must be determined and approved by the Ferndale Museum Board.
2. The location for the restoration of the Lens must be established. While the museum workshop is an option, space is restricted and a better location should be found.
3. Building plans shall include extending the existing north/south running roofline to provide an adequate viewing area for the Lens Display.
4. Building plans shall include space to replace the existing computer room.
5. In the event the loan of the lens ends and it is removed, the constructed space must be something that will easily be utilized by the museum and shall become an integral part of the Ferndale Museum's leasehold.

### Funding

1. Increased costs of climate control, alarm system, insurance, interpretive signs, maintenance, etc. need to be determined, and permanent funding established.
2. Funding must be secured for all required permits, remodeling costs, restoration of the Lens and construction of the Lens Display.

### Agreement with City of Ferndale

1. The Agreement between the City and Ferndale Museum must be updated to insure funding for the on-going display of the Lens.
2. The Ferndale Museum shall have the rights to create, use, sell or otherwise distribute photographic or video images of the lens: (posters, postcards, books, documentary films, etc.).
3. The United States Coast Guard shall confirm that they will not have the authority to impact Museum operations unrelated to those required for the Lens Display: (hours of operation, staffing levels, insurance requirements, fiscal responsibilities, reporting requirements, facility standards, display limitations, public access, etc.).

**Lighthouse Lamp Shop Inc.**

1840 UNIT "E" COPPERSTONE DRIVE  
FLEMING ISLAND, FLORIDA 32003

RE: Letter of Intent

Dear Mr. Parrsh:

The purpose of this letter is to facilitate the parties desire to explore the details for a potential Conservation Services Agreement between the parties. This letter shall constitute a nonbinding letter of intent with terms as follows:

Objects: Cape Mendocino 1<sup>st</sup> Order Fresnel Lens

Conservation services: Perform stabilization of lens elements

Loss compensation fills on damaged and missing putty

Clean brass frame & Chariot assembly

Repair fractured glass elements

Repair central column

Remediation of lead paint on iron works and paint

Reassemble

Fees and costs: Seventy Two Thousand Three Hundred Two Dollars  
(\$72,302.00)

Termination: This letter of intent is terminable by either party at will, with or without cause, at any time.

Sincerely,



Acknowledged and agreed to:

\_\_\_\_\_  
Print Name:  
Print Title:

## FRESNEL LENS LOAN AGREEMENT

This Fresnel Lens Loan Agreement (this “Loan Agreement”) is entered into by the United States Coast Guard (USCG), (under its authority 14 U.S.C. et seq.) and the City of Ferndale (City) which enters to further their mutual interests in regard to/in connection with the first order Fresnel Lens formerly housed at the Cape Mendocino Lighthouse (hereinafter “the Lens”). The agreement shall be compliant with applicable portions of the National Historic Preservation Act of 1966, as amended (NHPA), The Archaeological Resources Protection Act (ARPA), 16 U.S.C. Section 470 et seq., The Antiquities Act of 1906, 16 U.S.C. Section 433 et seq, California laws and Coast Guard regulations and policies relevant to the historic properties in the region, to the extent they are not inconsistent with Federal law.

The objective of this Loan Agreement is the removal of the Lens from its current location by the USCG to transfer and store the Lens at a site identified by the City of Ferndale, California that meets the standard USCG artifact storage requirements appended to this Loan Agreement and, following the construction of improvements that meet museum standards for artifact exhibition at the Ferndale Museum by the City of Ferndale, relocation of the Lens to the Ferndale Museum in order to preserve and protect this historically significant artifact and ensure its continued display to members of the public.

### Section 1. BACKGROUND AND RECITALS

USCG lent the Lens to the City of Ferndale on 24 December 1948. From December 2006 to present, the USCG and the City have engaged on several levels in an effort to craft a long term agreement to provide for the care, housing, interpretation, preservation, insurance coverage and other custodial obligations for the Lens. The parties look forward to a joint effort that will allow:

- a. The USCG to dismantle and package the lens (with the City’s participation as set forth below in Section 8),
  - b. The City to furnish sufficient interim storage on or near the present location at the Humboldt County Fairgrounds,
  - c. The City time to construct improvements at the Ferndale Museum in accord with the standards set forth in this Loan Agreement,
  - d. The City time to additionally raise the funds required for transport of the lens (and associated structures) to the Ferndale Museum, and reassembly and partial restoration as identified in the quote obtained from certified lampist Joseph Cocking, on or about July 31, 2012; and
  - e. For exhibition and long term custodial care of the Lens at the new facility at the Ferndale Museum subject to the City’s completion of improvements to the facility in accord with the terms of this Loan Agreement within four (4) years of the date of this Agreement.
-

## Section 2. STIPULATIONS AND STATEMENT OF INTENT

The parties agree that:

- 1) This Loan Agreement supersedes any existing agreements as to the Lens and resolves all concerns previously expressed with regard to the Lens. The Lens belongs to the USCG but the City shall be entitled to keep and maintain the Lens at the Ferndale Museum on a renewable 25 year loan, subject to the City's continued compliance with the terms of this Loan Agreement,
- 2) The Lens will be removed no later than September 30 or as soon as practicable from its current location in a replica lighthouse at the Humboldt county fairgrounds, but no earlier than 5 September 2012,
- 3) The Lens will be preserved and maintained to the maximum extent practicable in order to avoid future harm to this valuable historic artifact,
- 4) The Lens will remain on display at the Ferndale Museum subject to the City's continued compliance with this Loan Agreement, and
- 5) To the maximum extent possible, the Lens should be exhibited to the general public.

## Section 3. DURATION OF AGREEMENT

This Loan Agreement shall continue in full force and effect without interruption, for twenty-five years and shall be renewable upon mutual consent. During the term of this Loan Agreement, the City shall be entitled to retain custody of the Lens at the Ferndale Museum, unless and until this Loan Agreement is terminated for one of two following reasons:

- 1) The City and USCG mutually agree in a subsequent written instrument duly executed by both parties to terminate this Loan Agreement, or
- 2) USCG terminates for cause (as describe in Section 11 below), whichever occurs first.

## Section 4. INTERIM STORAGE FACILITY

The parties contemplate that the City will, in the near future prepare a climate controlled interim storage facility (the "Interim Storage Facility"), at the City's sole cost, which offers safe, secure and climate controlled storage space that includes:

- Theft prevention and security safeguards consistent with the Interim Storage Facility requirements recited in this Loan Agreement;
  - Fire protection, and protection against mold, mildew, and water incursions consistent with the Interim Storage Facility requirements recited in this Loan Agreement;
  - Requisite square footage needed to store approximately 54 wooden crates for the optic and associated machinery (such as the large pedestal beneath the lens) on pallets
  - Optimal temperature range: 50-80 degrees F;
-

- Optimal relative humidity: 40-60% (Fluctuations of more than +/- 15 percent humidity should be avoided); and
- Daily collection of humidity and temperature data is required. This can be achieved using a museum standard hygrothermograph, digital temperature/humidity data reader, or a standalone device such as the PEM2 Datalogger (additional information here: <http://www.pemdata.com/faq.asp?page=pem2#1>) 12 monthly humidity/temperature data reports shall be sent for review to Coast Guard Curator on a once yearly basis.

Additionally, the parties shall observe the following:

- (a) Following receipt of written notification by the City of Ferndale that an Interim Storage Facility is designated and ready, the USCG will inspect the Interim Storage Facility and make a written determination whether the Interim Storage Facility meets the requirements for the Interim Storage Facility set forth in this Section 4,
- (b) If the Interim Storage Facility does not meet the requirements set forth in this Section 4, the City shall have forty-five (45) days to cure the defect and render the Interim Storage Facility compliant with these requirements, Failure to do so will constitute a good cause for termination as discussed in Section 11 RETURN/TERMINATION FOR CAUSE below,
- (c) USCG shall not disassemble the Lens (and its component parts) until the earlier of the date the Interim Storage Facility is completed, and
- (d) The City shall have the right to designate an alternative interim storage facility at the Ferndale Fairgrounds (the "Alternative Interim Storage Facility") and relocate the Lens (and its component parts) to this alternative location at the Ferndale Fairgrounds, subject to the following conditions: (i) any Alternative Interim Storage Facility must first be inspected by USCG and meet all requirements set forth in Section 4 of this Agreement, above; (ii) the City shall bear the cost and expense associated with improving the Alternative Storage Facility to meet the requirements set forth in Section 4 of this Agreement, and (iii) the Lens (and component parts) may only be relocated from the Interim Storage Facility to an Alternative Interim Storage Facility at the City's cost and expense, using professionals qualified to move the artifacts approved by USCG.

## Section 5. FENDALE MUSEUM DISPLAY REQUIREMENTS

Prior to relocation of the Lens (and its component parts) from the Interim Storage Facility to the Ferndale Museum, the City of Ferndale will make improvements to the Ferndale Museum in order to prepare the site for the long term display of the Lens in accord with the terms of this Loan Agreement. Prior to any relocation of the Lens (and its components) to the Ferndale Museum, the improvements shall be completed and the Lens display site at the Museum shall satisfy all of the requirements set forth in **Attachment 1**, which is hereby incorporated by reference. At any time when the Museum is open to the public, the Coast Guard reserves the right to inspect the display site at the Museum and the Lens for compliance with the terms of this Loan Agreement upon 24 hours advance notice.

The City shall have up to, and including, January 1, 2016 to complete the improvements at the Ferndale Museum. Failure to do so prior to January 1, 2016 will constitute a good cause for termination as discussed in Section 11 RETURN/TERMINATION FOR CAUSE below.

Additionally, the parties shall observe the following procedure with respect to the preparation of the Museum for display of the Lens:

- 1) Within 10 days following receipt of written notification by the City of Ferndale that the Museum improvements are complete and ready, the City shall file a Standard Facility Report of the Registrars Committee of the American Association of Museums with the USCG, the USCG will inspect the Museum and make a written determination whether the Museum meets the requirements set forth in Attachment 1.
- 2) If the Museum does not meet the requirements set forth in this Section 5, the City shall have ninety (90) days to cure the defect and render the Museum compliant with these requirements.
- 3) The USCG shall not move the Lens (and its component parts) from the Interim Storage Facility until the Museum improvements are completed or this agreement is terminated.

## Section 6. CONDITIONS OF LOAN

The CITY agrees to the following CONDITIONS OF LOAN:

- a. RELOCATION AND PARTIAL RESTORATION.

If the City elects to renovate the Ferndale Museum and relocate the Lens (and its component parts) from the Interim Storage Site to the Museum at some point during the four (4) year term of this Agreement, the City shall first provide written notice to USCG at least ten (10) days prior to relocation, in accord with Section 5 of this Loan Agreement, above. The City shall bear the cost and expense of relocation, partial reassembly and partial restoration to the extent required to stabilize the Lens (and its component parts)

prior to public display at the Museum, as set forth in the July 31, 2012 Letter of Intent from certified lampist Joseph Cocking, which is attached hereto as **Attachment 2**. In connection with relocating the Lens (and its component parts) from the Interim Storage Site to the Museum, the City's obligations to partially restore and repair the Lens (and its component parts) will be limited to those items recited in **Attachment 2**. At the time of said relocation, the City will provide the Coast Guard with a new Facility Report describing the new facilities. If the City is unable to raise funds for partial restoration and reassembly of the Lens (and its component parts) consistent with the terms of **Attachment 2** within four (4) years of the date of this Loan Agreement, it shall constitute cause for termination in accord with Section 11 RETURN/TERMINATION FOR CAUSE, below.

b. PROTECTION.

Once the Lens is moved to the Ferndale Museum, the provisions set forth in **Attachment 1** will become Conditions of the Loan except that any restoration activities performed on the Lens in addition to those recited in **Attachment 2**, at the sole discretion of the City approved by the Coast Guard, may take place as an extended public interpretation and educational program using recognized, qualified, and experienced professional lampists. Any conservation and restoration proposal submitted by a qualified professional lampist must be approved in consultation with the Coast Guard Curator. During any restoration activities, the Lens and associated parts will be appropriately secured and protected against unauthorized handling and touching by staff and the public.

If performed at the discretion and option of the City, each phase of any future restoration work in addition to that recited in **Attachment 2** listed in the submission shall become part of this Loan Agreement when approved. The City shall secure photographs and video recordings at each phase of the restoration. This task may be delegated to the lampist. At each stage of the process, the lampist will send a detailed description of the work completed and a description on the next phase of work and how it is to be accomplished to the Coast Guard Curator. All reports of the restoration project will remain as part of the historical record on the Lens.

c. MUSEUM DISPLAY REQUIREMENTS.

The Lens shall be given care at the Museum to ensure against loss and damage. Upon receipt at the Museum and prior to return of the object(s), the City must make a written record of condition. The City may choose to adopt and submit the information created by the USCG contractor upon dismantling of the light as its written record of the condition. The USCG is to be notified immediately, followed by a full written report, including photographs, if damage or loss is discovered. The Lens may not be altered, repaired, or subjected to more than routine cleaning without the written permission of the Coast Guard. The Lens must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards, in accord with the conditions recited in Attachment 1. Object(s) must be handled only by

experienced personnel and be secured from damage and theft. At any time when the Museum is open to the public, the USCG reserves the right to inspect the display site at the Museum and the Lens for compliance with the terms of this Loan Agreement upon 24 hours advance notice.

d. CITY COST SHARE OF RESTORATION ACTIVITIES

The City may seek grants, gifts and other funds to aide in the cost of partially restoring the Lens. Although not obligated to do so, the City may seek grants, gifts and other funds to aide in the cost of further restoring the Lens during the twenty-five (25) year term of the City's long term custodial care of the Lens at the Museum.

Section 7. INSURANCE.

Object(s) shall be insured during the period of this loan for the replacement value of \$1,000,000 under an all-risk, wall-to-wall policy subject to the following standard exclusions: gradual deterioration or inherent vice; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

In the event of loss or damage, the City's maximum liability will be based upon the agreed value as herein stated. Insurance values may be reviewed periodically, and the USCG reserves the right to require an increase in coverage.

The City hereby warrants that the required coverage described above will be secured and maintained and that the Coast Guard will be named as an additional insured. The USCG requests documentary evidence of coverage such as a copy of the *policy* or a "Certificate of Insurance." If the City maintains the insurance coverage described above, the City shall have no obligation in the event of damage or casualty to the Object(s) in excess of applicable insurance and the Coast Guard's only recourse will be against the available insurance proceeds. If the City fails to secure and maintain said insurance, the City will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect.

In limited cases, the USCG may waive insurance, but in these instances it is understood and agreed that the City will indemnify the USCG for any and all loss or damage to the object(s) occurring during the period of the loan, as if it were insured as stated above.

Section 8. PACKING AND TRANSPORTATION.

Packing and transportation of the Lens from its present location to the Interim Storage Facility shall be accomplished by the USCG. More specifically:

- 1) As soon as the Interim Storage Facility is ready and no later than 9 September 2012, the USCG using the services of a lampist, an experienced, knowledgeable Fresnel Lens expert, under contract to the USCG will disassemble and remove the Cape Mendocino Lighthouse First Order Fresnel Lens from the current structure,

- and place it in the Interim Storage Facility. The expert will be selected by the USCG and perform all work at the USCG's sole cost and expense.
- 2) The USCG may provide its own security during the time of removal to ensure the safe removal of the Lens.
  - 3) The USCG will place the Lens components in specially constructed protective crates.
  - 4) Representatives of the USCG Historian's and Curator's offices will oversee all work done at the current Lens site.
  - 5) The crated Lens will be moved to an Interim Storage Facility at the sole cost and expense of the USCG.
  - 6) USCG will fund the contract for disassembly and crating of the Lens.
  - 7) USCG will provide transportation of the Lens to the Interim Storage Facility.

Any additional transportation and unpacking or packing shall be accomplished using safe methods approved in advance by the USCG. Unpacking and repacking must be done by experienced personnel.

#### Section 9. COSTS

Unless otherwise noted, packing, transportation, customs, insurance, and other loan related costs of shipping to and from the Borrower shall be borne by the Borrower.

#### Section 10. RETURN/EXTENSION/CANCELLATION.

Lens must be returned to the Coast Guard in satisfactory condition within thirty days of termination date. Any extension of the loan period (OTHER THAN THE 25 YEAR EXTENSION WHICH SHALL BE PRESUMED ABSENT TERMINATION FOR CAUSE UNDER SECTION 11 OF THIS LOAN AGREEMENT) must be approved in writing by the Lending Office and must be covered by a parallel extension of insurance.

#### Section 11. RETURN/TERMINATION FOR CAUSE.

The USCG reserves the right to recall the object from loan on short notice, if necessary, upon the occurrence of good cause, which shall exist under any one or more of the following circumstances (which shall constitute the exclusive grounds for terminating this Loan Agreement): (a) the City commits a material violation of the terms of this Loan Agreement and the City fails to cure said violation for a period of 30 days following receipt of written notice of the violation from USCG; (b) the City creates or tolerates a real and material threat of abuse, theft, or damage to the Lens and loaned items, and fails to take action to stop the threat within 30 days of written notice of the threat from USCG (or earlier if conditions and reasonable prudence requires more prompt action); (c) The City fails to create the Interim Storage Facility described in Section 4 on or before September 9, 2012; (d) the City fails to construct the Ferndale Museum improvements described in Section 5 on or before 1 January 2016, or (e) the City materially fails to follow organizational practices in accordance with the accepted standards and ethics set

forth by the American Association of Museums, and the City fails to cure said violation for a period of 30 days following receipt of written notice of the violation from USCG.

In the event this Loan Agreement is terminated for good cause in accord with its terms, the USCG may disassemble and remove the Lens. In the event of termination of this Agreement for good cause, the USCG reserves its right to seek costs of removal from the City. The USCG agrees, however, that it shall not seek the costs of removal of the Lens from its present location or from any Interim Storage Location provided the Lens (and its component parts) is crated and ready for transportation.

#### Section 12. LOANS TO OTHER ORGANIZATIONS.

City is not authorized to loan the object(s) listed on the face of this Loan Agreement to other organizations without the written approval of the initiating USCG office. Doing so may result in the recall of the object(s) and termination of this loan.

**GOVERNING AGREEMENT.**

In the event of conflict between this Loan Agreement and any forms of the City, the terms of this Loan Agreement shall be controlling.

This agreement may be signed in counterparts. Nothing herein prevents the signatories from agreeing to amend this Loan Agreement.

I have read and agree to the above Conditions and certify I am authorized to agree thereto.

JAY PARRISH  
City of Ferndale  
City Manager  
22 August(Borrower or Authorized Agent)

APPROVED FOR THE U. S. COAST GUARD:

DR. ROBERT BROWNING  
US Coast Guard Historian  
USCG 22 August, 2012  
(For the Commandant)

If you have any questions contact Arlyn Danielson at 301-763-4008.

BORROWERS MUST SIGN AND RETURN ONE COPY OF THE LOAN FORM WITHIN 15 DAYS OF RECEIPT OF THE LOAN FORM TO: U.S. COAST GUARD EXHIBIT CENTER ATTN JEFF BOWDOIN, 7945 FERNHAM LANE, FORESTVILLE, MD 20747-4518. FAILURE TO RETURN A SIGNED COPY OF THE LOAN FORM WITHIN 15 DAYS OF RECEIPT MAY RESULT IN IMMEDIATE LOAN TERMINATION.

If you have any questions contact Arlyn Danielson at 301-763-4008.

U.S. Department of  
Homeland Security

United States  
Coast Guard



# Loan Agreement

Coast Guard Curatorial Services 7945 Fernham Lane Forestville, MD 20747-4518

Institution _____	Date Out _____ / ____ / ____
Name/Title _____	Due Back _____ / ____ / ____
Address _____	Phone _____
Purpose _____	
Location _____	
Transport _____	

Object ID	Object name ---- Condition	Value

I have read and accept the attached conditions of the loan \_\_\_\_\_  
Borrower's signature Date



**1 U.S. Coast Guard Curatorial Services Program  
 Guidelines on the Care and Maintenance of Historic Classical Fresnel Lenses  
 Transferred with Their Associated Lighthouses under NHLPA**

**Introduction**

Classical Fresnel lenses that are slated for transfer along with their lighthouses and Classical Fresnel lenses that are still in the lantern rooms and are considered an important historic feature of their lighthouses, represent a unique aspect of both lighthouse and Coast Guard History. These unique lenses are highly sought by a variety of museums and organizations throughout the United States. Due to their historical significance, fragility, and high value, Fresnel lenses require their own set of conditions that are to be met by prospective organizations and candidates who wish to acquire a lighthouse that comes with a Classical Fresnel lens. The United States Coast Guard and the National Park Service have developed a set of guidelines for the care, security and display of a Fresnel lens in order to preserve and protect these valuable national assets.

**Facility**

Due to harsh environmental conditions and temperature fluctuations inherent in coastal and Great Lakes lighthouses and their lantern rooms, and because of the difficulty of maintaining museum standard conditions in such structures, it is preferable that the Fresnel lenses not be retained or placed in lantern rooms or be relit for any navigational purposes. **Active use of Fresnel lenses is not conducive to long term preservation.** Fresnel lenses should be properly displayed in a location as physically close as possible to the original, historic point of their installation such as a restored Keepers quarters or local museum. In the event that a Fresnel is to remain in the lantern room (lit or unlit), a plan must be implemented for the protection of the lens in the potentially harsh lantern room environment. The more time, money and effort that is initially invested in the proper housing and care of a lens, the longer one can extend and preserve the life of the lens, in addition to maintaining a visually appealing artifact for future generations.

Minimum Standards

Interior environmental standards, conditions, and lighting:

- For long term care and preservation, the ideal exhibit location is an environmentally controlled setting- such as a museum, restored keeper’s quarters or other nearby facility with controlled access by staff.
- If the lens is located in a museum or facility on the lighthouse property, it must be displayed within a secure enclosure such as a locked Plexiglas case, or defined exhibition area or structure that prevents unauthorized handling or touching. If not protected by a

I have read and accept the attached conditions of the loan \_\_\_\_\_  
Borrower's signature Date

Approved and released by \_\_\_\_\_

case or other structure, a barrier railing or wall will be located no closer than 5 feet from the lens. The barrier will fully encircle the lens or in the case of a corner display, the exposed faces will be protected by a barrier at a minimum of 4 feet high.

- Larger sized lenses (1st, 2nd, and 3rd orders) should be placed for viewing in a location with an appropriate barrier that protects it from intentional or unintentional contact such as touching, bumping, knocking, or scraping of the lens by visitors.
- Theft prevention and security safeguards for the lens are required.
- Whenever possible, lens exhibition and display areas should be accessible to all visitors.
- Optimal temperature range: 50-80 degrees F.
- Optimal relative humidity: 40-60%
- Fluctuations of more than +/- 15 percent humidity should be avoided.
- Daily collection of humidity and temperature data is required. This can be achieved using a museum standard hygrothermograph, digital temperature/humidity data reader, or a standalone device such as the PEM2 Datalogger (additional information here: <http://www.pemdata.com/faq.asp?page=pem2#1>)
- 12 monthly humidity/temperature data reports shall be sent for review to Coast Guard Curator on a once yearly basis.
- Avoid direct sunlight for lens display. Light damage to the glass prisms is cumulative and irreversible.
- Use UV filters or shades on windows if a lens is situated near a window or windows.
- Use low wattage (not to exceed 40 watts), clear incandescent bulbs or LED bulbs for exhibit illumination. Light source will be placed slightly above or below the focal point of the lens in order to better disperse the light for display purposes.
- Prolonged exposure to heat and light will speed up degradation of litharge (glazing compound used to seal the prisms within the metal framework). Once litharge dries out and cracks, the underlying wood

wedges holding the prisms in place within the frame can fall out, or will deteriorate and potentially rot causing the glass to loosen and fall out.

### **Standard care, maintenance, and cleaning methods**

- Bi-weekly to monthly visual checks on prism glass and metal framework. Polishing of metalwork is prohibited due to erosion of metal.
- If the lens appears to be in good condition and maintained within recommended parameters, minimal contact is considered best practice for long term preservation and damage control.
- Staff should be trained initially by a qualified individual familiar with the proper care and maintenance of Classical Fresnel lenses.
- As needed light dusting of glass and metal parts with a microfiber cloth or soft microfiber duster
- Remove all jewelry, watches and belt buckles prior to cleaning.
- Use of nitrile or soft cotton gloves required when cleaning the lens.
- **To wet-clean dirty glass**: combine 2 parts distilled water to 1 part isopropyl alcohol. Add only *one* drop of original, non-concentrated Woolite per quart of distilled water/isopropyl alcohol mixture. **To wipe**: dampen cloth and gently wipe from side to side, and wipe dry with dry cloth. Use a clean microfiber rag. *Do not* spray cleaning solution directly onto glass.
- **STRICTLY PROHIBITED** products: sandpaper, Brillo pad, Brasso, Windex or ammonia products. No abrasive or corrosive cleaning and polishing products.

### **Financial Considerations**

- Money should be budgeted in a dedicated account for a lens condition assessment to be accomplished once every 5 to 6 years, or on an as needed basis, depending on the lens' overall condition.
- Condition assessments will vary depending on location, but are estimated to cost anywhere from \$1000 to \$3000.
- Repair and restoration costs can vary widely (several thousand dollars to more than \$100,000) depending on order of lens, condition and treatment needs.

**NOTE:** Over time, these guidelines may be amended according to new research, standards, or best practices as determined by the Coast Guard Curator.

Arlyn Danielson

Coast Guard Curator  
7945 Fernham Lane  
Forestville, MD 20747  
301-763-4008  
[Arlyn.S.Danielson@uscg.mil](mailto:Arlyn.S.Danielson@uscg.mil)

## **Section 6 ADJOURNMENT**