



# **HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

## **Board of Directors Meeting**

**January 2021**



Wattle delivery at Ruth Lake

# MINUTES

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**  
828 7<sup>th</sup> Street, Eureka



**Minutes for Meeting of Board of Directors**  
**December 10, 2020**

**1. ROLL CALL**

President Woo called the meeting to order at 9:02 am. Director Rupp conducted the roll call. Directors Fuller, Latt, Lindberg, Rupp and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, Tech Manager Dee Dee Simpson Glenn and Board Secretary Sherrie Sobol were present. Program and Regulatory Analyst Samantha Ryan, Legal Counsel Russ Gans and District Engineer Nathan Stevens were present for a portion of the meeting.

**2. FLAG SALUTE**

President Woo led the flag salute.

**3. OATH OF OFFICE**

Director Rupp conducted the Oath of Office for Directors Latt, Lindberg and Woo. Each Director took the Oath of Office and signed the form on camera.

**4. ACCEPT AGENDA**

Mr. Friedenbach stated Item 11.1a I should state the letter is requesting a 12-month extension, not a 6-month extension. On motion by Director Fuller, seconded by Director Rupp, the Board voted 5-0 by roll call vote to accept the agenda as modified.

**5. PUBLIC COMMENT**

Dave Saunderson stated the Ruth Lake Leaseholders Association has not met in seven years but is now starting back up again. They will now have a website and conduct meetings via zoom. He also stated he attended the District's November meeting and hiring Adam Jager was an excellent choice.

**6. MINUTES**

**6.1 Minutes of the November 12, 2020 Regular Board meeting**

President Woo requested some grammatical corrections to the meetings. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 by roll call vote to approve the minutes as amended.

**6.2 Minutes (Revised) of the October 8, 2020 Regular Board Meeting**

The Board requested this item be tabled until January 2020 for staff to consult with District Counsel.

**7. CONSENT AGENDA**

Director Rupp requested Item 7.2 "Water district, tribe discuss service deal for Trinidad hotel project" be pulled. On motion by Director Fuller, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to accept the Consent Agenda less Item 7.2.

**7.2 Media articles of local/water interest**

Director Rupp stated: I read this article with some sadness and concern. I have always appreciated, and given consideration to communications to this Board. In fact, I suggested we respond to Supervisor Madrone's letter but the Board decided we should not, as I recall.

It is necessary in light of the article to attempt to make my policy position clear. The Humboldt Bay Municipal Water District mission as articulated in a statement on the wall of our Boardroom is, in part, to provide high quality drinking water to our customers at the lowest possible costs and to protect our water source. WE ARE NOT A LAND USE REGULATORY AGENCY. It is not our function, even though some would like to imply it is, to refuse water because people have real concerns about development that has been approved. It is currently unclear whether it is feasible to provide water to Cher-Ae Heights or whether they can afford the cost which they will have to bear. It



Minutes for Meeting of Board of Directors  
December 10, 2020

is the feasibility study which will determine that; and they will pay all costs.

Finally, my effort to carry out our mission does not constitute an endorsement of the project already approved over the real opposition of many. It means I feel obligated to do the job I was given by the people.

On motion by Director Lindberg, seconded by Director Latt, the Board voted 5-0 by roll call vote to approve Consent Item 7.2.

**8. CORRESPONDENCE**

8.1 Notices from PG&E re: Conditional Reservation for SGIP Project

Mr. Friedenbach shared the two notices from PG&E regarding the Self Generation Incentive Program (SGIP). One is for the Turbidity Reduction Facility and the other for Essex. This program will provide Tesla battery banks for back up power at both sites and is one hundred percent grant funded and will save costs over a ten-year period, the expected life of the Tesla batteries.

8.2 Email to General Manager re: assisting with science project

Mr. Friedenbach shared the email requesting his assistance on a science project that twins in Atlanta, Georgia are working on. The science project studies the impacts to water quality and community water supplies following the August Complex Wildfires. He will be assisting in the project. Director Lindberg stated it is good to encourage youth and the sciences.

8.3 District letter to US Dept. of Interior expressing support for designation of Lanphere and Ma-le'l Dunes as National Natural Landmark

Mr. Friedenbach shared the District's letter of support for designation of the dunes as a National Natural Landmark. He noted the District's easements will remain in place and not be affected by the designation. He stated that staff from the National Parks and BLM conferenced with him about the details of the NNL program and he was comfortable with the District supporting the designation.

8.4 District letter to Humboldt County Board of Supervisors re: Maple Creek Investments, LLC

Mr. Friedenbach stated last month, the Board directed staff to send a letter to the Board of Supervisors stating the District had no objection to the water usage at the site. He shared the letter that was sent to the Board of Supervisors.

8.5 District letter to FERC re: Part 12d IC

Mr. Friedenbach shared the District letter sent to FERC requesting approval for Dan Wade as the District's Independent Consultant for the Ninth Independent Safety Consultant's Inspection Report for the R.W. Matthews Dam. Director Rupp inquired about the costs of this report. Mr. Friedenbach replied it is estimated to cost around \$80,000 and is budgeted.

**9 CONTINUING BUSINESS**

9.1 Water Resource Planning-status report on water use options under consideration\*

a) Local Sales

Mr. Friedenbach was scheduled to meet with staff from Nordic Aquafarms but had to reschedule due to a conflict. He will report out after the meeting occurs. The Trinidad Rancheria was in favor of the MOU but would like to include language allowing for grant opportunities. The MOU will be brought back in January for possible approval. He also sent letters to McKinleyville CSD, Westhaven CSD and City of Trinidad to inquire if there was any interest in participating in a feasibility analysis to extend HBMWD service to their service area. Westhaven CSD sent a letter stating they are not interested at this time as it is cost prohibitive.





Minutes for Meeting of Board of Directors  
December 10, 2020

They would be interested in fire suppression at no cost to them. Mr. Friedenbach stated this is not an option since the District charges for hook up and support of fire suppression systems.

b) Transport

There was no update.

c) Instream Flow

The committee is moving forward with edits to the Habitat Conservation Plan to facilitate the instream flow dedication. They will meet next week and bring the suggested changes to the Board for review when it is ready.

9.2 Cannabis Impacts on the Mad River Watershed

There was no update.

9.3 Disaster Declaration at Ruth Lake

a) Letter to CDFW

Staff sent a letter to CDFW regarding removal of burned woody debris from the tributaries around Ruth Lake that resulted from the August Complex wildfire. The letter served as official notice of an emergency exception to a formal 1600 LSSA permit. The threat to life and property is that the burned woody debris created by the fire poses a threat to the R.W. Matthews dam. Mr. Friedenbach will meet with Mr. Larson of CDFW tomorrow at Ruth to show the debris and explain the anticipated removal process.

b) NRCS-DSR

Ms. Harris stated staff completed the application process with the Natural Resources Conservation Service (NRCS) to receive funding through the Emergency Watershed Protection program for erosion control measures. The funding is similar to the Federal Hazard Mitigation Grants in that 75% is grant covered and 25% is District match. Staff recommends approval of the \$323,143 District match which is available within General Reserves. Director Rupp inquired if staff had a plan to replenish District Reserves. Ms. Harris discussed Ordinance 16 and the Price Factor 4 limitations on annual Additions to Reserves. After a brief discussion the Board voted 5-0 by roll call vote to approve the District match in the amount of \$323,143.

c) Letter from Board of Supervisors to Congressman Huffman

The Humboldt County Board of Supervisors sent a letter to Congressman Huffman requesting additional support of federal and state resources to address watershed restoration to maintain the high-quality water from Ruth Lake and Mad River following the August Complex fire. Director Rupp stated collaboration may be the answer to restoring the headwaters at Ruth and suggested staff meet with Congressman Huffman, the Board of Supervisors and the US Forest Service to discuss the headwaters. Mr. Friedenbach stated he has been in discussions with the Mad River Ranger and she was agreeable to some erosion control and revegetation efforts. Director Lindberg was in the watershed area last week and shared photos of the devastation.

d) Salvage logging contract with Morris Logging

Mr. Friedenbach shared the Timber Severance and Removal Agreement between the District and Steve Morris Logging. He noted the salvage logging is related only to burned trees on District property. FEMA required language is in the contract and the District is risk neutral. Legal Counsel Russ Gans shared that he just received comments from the attorney for Morris Logging. There is a substantive change being requested in Section 8.1 of the contract (Termination) and he



Minutes for Meeting of Board of Directors  
December 10, 2020

has not had time to fully review comments. President Woo stated she would prefer to have a Special Meeting to discuss the contract once Mr. Gans has fully reviewed the contract. The Board concurred and agreed to meet on December 16, 2020 at noon to discuss and possibly approve the contract with Morris Logging.

9.4 Retail Rate Study

Ms. Ryan presented a recap, recommendations and next steps for the District's rate study. She provided details on the four rate groups the District uses: 1) Service Size 2) Service Area 3) Service Type and 4) Usage Volume. Moving forward, staff recommends using the AWWA MI Principles of Water Rates, Fees, and Charges as a guide to establish methods and ratios in rate setting; establishing a separate fee for customers with backflow devices; establishing public fire service charges to be incorporated into the Fairhaven base charge; and using the recommended model -Option B to establish rates. Prior to passing a resolution with new rates, a public hearing needs to occur, likely in April. Director Rupp stated he appreciates how technically and well thought out the report was. He also appreciates that the smaller ratepayers have less of an impact over time. The Board was supportive of staff recommendations.

9.5 Humboldt County General Plan: Critical Watershed

In October of 2019 the District submitted a request to the County of Humboldt for the Mad River Watershed to be designated as a Critical Watershed under the General Plan. A meeting is now scheduled for December 14<sup>th</sup> with the District and County to discuss our request. The Mad River Policy Committee members, President Woo and Director Fuller, and Mr. Friedenbach are planning to attend and requested Board input prior to the meeting. The Directors wanted to know what does the designation do for us Francis Creek and Luffenholtz Creek have this designation and are there specific standards for this?

10. NEW BUSINESS

10.1 CLOSED SESSION Public Employee Performance Evaluation for General Manager (pursuant to Section 54957(b)(1))

The Board entered into closed session at 9:15 am. The Board returned to open session at 10:03 am. President Woo stated there was no reportable action.

10.2 Surplus of District assets

Ms. Harris requested the Board consider rescinding the surplus status for Unit 16, the Ford F-250 so it can be used at Ruth. She provided a list of items the District would like to surplus as they are outdated or no longer in use. The Directors reviewed the list in their Board Packet. On motion by Director Latt, seconded by Director Rupp, the Board voted 5-0 by roll call vote to rescind the surplus for the Unit 16 the Ford F-250 and surplus the items listed in the Board Packet.

10.3 AWIA memo

Ms. Ryan provided an update on the America's Water Infrastructure Act. The Act requires community drinking water systems serving more than 3,300 people to develop or update risk and resilience assessments and emergency response plans by a certain deadline, depending on population served. The District's plan is due by June 30, 2021. Staff will submit the risk and resilience assessment certification form to the EPA prior to the end of the year. Staff will be updating the response plan over the next six months and submit the emergency response plan to the EPA prior to June 30, 2021. The details of the documents cannot be shared for critical infrastructure security reasons.



Minutes for Meeting of Board of Directors  
December 10, 2020

10.4 Ruth Lake lease lot improvements/set-back policy

The August Complex Fire destroyed structures at many lease lots. DTSC and FEMA are in the process of removing hazardous and non-hazardous waste from the lease lots. Staff believes now is the time to review the Lease Lot Improvement policy and procedures. The policies in place are those of Ruth Lake CSD and any changes must be made with the full cooperation of Ruth Lake CSD. Mr. Friedenbach discussed this topic with the Ruth Lake CSD board at their last meeting and they inquired what the HBMWD Board had discussed. He stated these are policies of Ruth Lake CSD and they need to make the changes if any.

Mr. Friedenbach suggested our Board first consider whether any modifications should be initiated to existing policies and second, to inform Lease Lot holders of the established policies and procedures to facilitate an efficient rebuilding process. Staff would like direction regarding a question that has been raised regarding prior "grandfathered" exceptions to the established policies for Lease Lots whose structures have been destroyed by wildfire.

After Board discussion, they agreed that if property burns down, the rebuild needs to be up to current code. They also concurred that the policy already states requests will be considered on a case-by-case basis. The Board inquired if the one-hundred-dollar deposit for utility easement was enough. Mr. Friedenbach agreed to check back with Ruth Lake CSD. Going forward, discussions about Ruth Lake will be time set to make it easier for the Ruth Lake CSD General Manager and board of directors to attend.

10.5 Appointment of Officers and Committees in January 2021

This was included to remind the Directors to start considering what the committees, positions they would be interested in since this will take place at the January meeting.

10.6 Policy and Procedure re: Participation/Response to Zoning and Other Land issues Affecting the Mad River

The Board had a lengthy discussion on the policy and why it originated. Director Latt had specific changes he would like and stated he will forward them to Director Fuller. Two members of the public provided input and felt it was important the District be notified and have the opportunity to provide input on cannabis grows affecting the Mad River. The Mad River Policy Committee (Board President and Director Fuller) will consider the comments and bring a revised draft policy back to the Board for consideration.

**11. REPORTS (from Staff)**

11.1 Engineering

a) 12kV Switchgear Replacement (\$755,832 District Match)

Mr. Stevens shared he expects final approval from PG&E for the switchgear by January 2021. Given the delays, staff requested a six-month extension from CalOES. CalOES recommend a twelve-month extension be requested so the request for a twelve-month extension was submitted. No formal extension approval has been received yet but he is confident it will be approved.

b) Collector Mainline Redundancy Hazard Mitigation Grant (\$790,570 District Match)

Funding is expected in the next few months.

c) Reservoir Structural Retrofit Hazard Mitigation Grant (\$914,250 District Match)

The project is progressing on schedule. An extension has been requested however since time is needed to identify sensitive plant species which bloom in June. No issues are anticipated.



Minutes for Meeting of Board of Directors  
December 10, 2020

- d) TRF Generator Hazard Mitigation Grant (\$460,431 District Match)  
The NOI for this project was approved. The next step is submittal of a full grant application. Mr. Friedenbach stated this project was previously submitted and is waitlisted with another grant. Multiple submittals for the same project are not normal however, given the critical need to have full backup power capability at the Turbidity Reduction Facility in the event of power failure, this project was being submitted again for grant funding.
- e) Appeal of FEMA Funding Denial for Collector 4 Emergency Restoration Work  
The appeal is slowly moving forward.
- f) R.W. Matthews Dam Spillway Retrofit Scoping Project BRIC Grant  
Due to the competitive nature of this grant, staff made the decision to remove some items to make the project more competitive after discussion with CalOES grant staff. The project was submitted at the beginning of December. It could be as late as October 2021 before the District hears back regarding the status.
- g) Status report re: other engineering work in progress  
No update was received.

11.2 **Financial**

- a) Financial Report  
Ms. Harris provided the November Financial Report. Overtime is trending higher due to the August Complex fire. The good news is that overtime is refundable under the FEMA disaster recovery. She highlighted some other areas for the Board and received no questions. Director Latt reviewed the bills and was shocked to see how much it costs to maintain the District's water rights. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 by roll call vote to accept the November financial statement and approve the vendor statement.
- b) Investment Policy  
State law requires the Board consider and confirm the District's Investment Policy each year. The original Investment Policy was adopted in 2004. The Board has re-adopted a version of the original each year thereafter. The Board last approved the Investment Policy in December 2019 with the addition of CalTRUST, a JPA pooled investment program. Staff recommends the Board re-adopt the Investment Policy for 20/21. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to re-adopt the Investment Policy for 20/21.

11.3 **Operations**

Mr. Davidsen provided the November Operational report. His crews spent several days at Ruth conducting varied work projects from placing thousands of feet of wattle to completing minor repairs on the spillway. Crawford Geotechnical was also onsite at the TRF and Peninsula conducting borings for the reservoir seismic upgrade project. Safety meeting topics included general dam safety awareness, fire prevention and SCBA training. Two staff members also attended CPR/First Aid training.

12. **MANAGEMENT**

12.1 ACWA Energy Committee meeting

Mr. Friedenbach reported out on his attendance at the ACWA Energy Committee meeting. He was surprised the SGIP on the agenda. He noted that the District was in the program early (May 2020) and received grants for both sites requested. ReMAT was also discussed and the fact that it is no



Minutes for Meeting of Board of Directors  
December 10, 2020

longer available. He acknowledged the Board's foresight in joining the ReMAT program early on as well prior to the injunction which restricted the program.

12.2 ACWA Headwaters Committee meeting

Mr. Friedenbach reported out on his attendance at the Headwaters Committee meeting. The committee is still trying to get federal funding for Headwaters preservation.

12.3 ACWA Fall Conference

Mr. Friedenbach reported out on his attendance at the ACWA Fall Conference and shared some of the sessions he attended. Since it was virtual this year, he was glad the sessions were recorded since he missed some due to workload. He will review the sessions he missed.

12.4 Ruth Lake CSD Board meeting

As previously noted, Mr. Friedenbach attended the December Ruth Lake CSD Board meeting. He stated they are not interested in having Quagga Dogs assist with the Quagga inspections. They would prefer funds be spend elsewhere such as boulders to prevent unauthorized access to the lake. He informed them the District has been successful in getting four out of five Quagga grants applied for. The most recent grant includes \$20,000 for boulders.

13. DIRECTOR REPORTS & DISCUSSION

13.1 General -comments or reports from Directors

No general comments or reports were received.

13.2 ACWA

a) ACWA Fall Conference

Directors Rupp and Fuller reported out on their attendance at the conference. They discussed the sessions they attended and that it was a good conference overall.

b) Finance Committee

Director reported out on the meeting. ACWA is trying to sell their building via auction. They are in good financial shape. They did some streamlining and had to lay off some staff.

c) Region 1 Board call for nomination

There are two open positions on the Region 1 Board. Director Rupp is currently on the Board. Mr. Friedenbach inquired if any other Directors were interested in being nominated to the Region 1 Board. No other Directors were interested at this time.

d) Coalition letter request to advance wildfire legislation

Mr. Friedenbach stated he included this for informational purposes only.

13.3 ACWA – JPIA

a) Employee Benefits Committee Meeting

Director Rupp reported out on his attendance.

b) Fall Conference

Director Rupp reported out on his attendance. He attended the Board of Directors meeting. The Board welcomed three new members and he attended a session on cyber security.

c) H.R LaBounty Safety Award

Mr. Friedenbach was pleased to announce that the maintenance staff received another safety award. Once again, they submitted the project as a group versus an individual. They have won



HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
828 7<sup>th</sup> Street, Eureka



Minutes for Meeting of Board of Directors  
December 10, 2020

---

this award numerous times which shows the safety culture instilled here at the District.

13.4 **Organizations on which HBMWD Serves: RCEA, RREDC**

a) RCEA

President Woo reported out on the RCEA meeting. They discussed creating an ad-hoc committee for long-duration storage procurement review. They are also trying to budget income and expenses which isn't easy.

b) RREDC

Director Latt stated there was no meeting.

c) Headwaters Meeting

Director Rupp reported out on the Humboldt County Headwaters Fund meeting he attended. They have grant funds available and are looking for organizations to receive grant funding.

**ADJOURNMENT**

The meeting adjourned at 4:43 pm.

Attest:

\_\_\_\_\_  
Sheri Woo, President

\_\_\_\_\_  
J. Bruce Rupp, Secretary/Treasurer

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
828 7<sup>th</sup> Street, Eureka



Minutes for Special Meeting of Board of Directors  
December 16, 2020

1. **ROLL CALL**

President Woo called the meeting to order at 12:01 pm. Director Rupp conducted the roll call. Directors Fuller, Latt, Lindberg, Rupp and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, Tech Manager Dee Dee Simpson-Glenn, and Board Secretary Sherrie Sobol were also present. Legal Counsel Russ Gans and Steve Morris of Morris Logging were also present.

2. **FLAG SALUTE**

President Woo led the flag salute.

3. **ACCEPT AGENDA**

On motion by Director Lindberg, seconded by Director Latt, the Board voted 5-0 by roll call vote to accept the agenda.

4. **PUBLIC COMMENT**

No public comment was received.

5. **CONTINUING BUSINESS**

**Salvage logging contract with Morris Logging**

Mr. Friedenbach shared the contract between the District and Morris Logging for salvage logging at District owned parcels in the Ruth Lake area. Last week the Board reviewed the contract and requested some clarification and edits but nothing of large significance. He requested that if the Board agrees to approve the contract, they do so with the following findings: 1) This work is of urgent/emergent nature; 2) that immediate retention of a logging contractor is necessary to procure a THP (Timber Harvest Plan) and commence harvest; and 3) prompt retention of the contractor in a non-public bid setting is necessary to expedite the work and protect the District's water resources, all in accord with the Resolution 2020-08, the District's emergency resolution passed in October 2020.

Mr. Gans stated there were two additions since the Board last viewed the agreement. Section 1.1 has a change that states in bold lettering "In the event District does not approve Contractor's proposed THP submitted for Owner's Property and Contractor and District, in their respective discretion, do not mutually approve an amended or revised THP proposal, this Agreement will automatically terminate and the Contractor and District will have no further obligations to each other." This provision makes clear that prior to harvesting, a THP will be submitted and Morris logging will take the lead. If there is no agreement on the harvest plan, there will be no harvest and therefore no contract between the District and Morris Logging. The District does not anticipate this to be an issue.

The other contractual change is in Section 12.1 Termination. The attorney for Morris Logging requested to make the Termination for Convenience clause mutual and not just by owner. This is not an appropriate provision from the District's standpoint and asked them to delete the request. This paragraph for District termination is required by FEMA. They agreed. The contractor still retains the right to terminate the contract for material breaches under Section 12.2.

Those are the only real substantive changes to the contract. He recommends approval of the contract with the findings mentioned by Mr. Friedenbach if the Board wishes to proceed.

The Board and Mr. Morris discussed the THP and timing of the harvest. It is expected that harvest should begin after the new year once the THP is approved. The contractor will coordinate with the Ruth representative.

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**  
828 7<sup>th</sup> Street, Eureka



**Minutes for Special Meeting of Board of Directors**  
**December 16, 2020**

Director Fuller summed up the goals of salvage logging as 1) Reduce threats to the log boom and dam; 2) Reduce threats to water quality; and 3) Reduce fuel loads in the future that would increase risk of another high severity fire. The Board concurred this was a good summary. In regards to the THP, the Board agreed that with the contractor's expertise, staff has the authority to approve the THP.

On motion by Director Latt, seconded by Director Rupp, the Board approved the contract with Morris Logging with the findings that : 1) This work is of urgent/emergent nature; 2) that immediate retention of a logging contractor is necessary to procure a THP (Timber Harvest Plan) and commence harvest; and 3) prompt retention of the contractor in a non-public bid setting is necessary to expedite the work and protect the District's water resources, all in accord with the Resolution 2020-08, the District's emergency resolution passed in October 2020.

**ADJOURNMENT**

The meeting adjourned at 12:41 pm.

Attest:

\_\_\_\_\_  
Sheri Woo, President

\_\_\_\_\_  
J. Bruce Rupp, Secretary/Treasurer

DRAFT

**CONSENT**

McKINLEYVILLE – The McKinleyville Community Services District Board of Directors may decide tonight, Jan. 6 whether to participate in a feasibility study that would look at constructing a water line from McKinleyville to the Trinidad Rancheria.

The meeting begins at 7 p.m. and will be held electronically using Zoom. Attendees can use a computer or call 1 (888) 788-0099. The meeting ID is 836 4924 1188.

Under the proposal, the Humboldt Bay Municipal Water District would sell water directly to the Trinidad Rancheria, but the water would pass through McKinleyville's pipelines, which extends to the Dow's Prairie area. A new pipeline would need to be built from the northern end of McKinleyville up the casino, located south of Trinidad.

The study, and project, would not cost the district anything, as it would be reimbursed for any costs it incurs.

The Trinidad Rancheria is eager to obtain an alternative supply so that it can carry out its economic development projects.

Currently, the rancheria's casino, housing, office and medical facilities all receive their water from the City of Trinidad.

However, when the rancheria requested additional water for the five-story, 100-room Hyatt Hotel it plans to build adjacent to its casino, the Trinidad City Council decided to send the matter to the Trinidad Planning Commission, which was charged with developing a policy on how to handle new water requests. Some councilmembers have said they don't think the city has enough water to supply the hotel, particularly in drought years.

The rancheria has said it plans to proceed with the hotel project, which it says will be supplied using other sources.

But water is still needed for the tribe's future economic development projects, which include a proposed RV park, mini-mart, a gas station, a cultural and community center, a visitor center and housing.

Trinidad Rancheria Tribal Chair Garth Sundburg approached the Humboldt Bay Municipal Water District in June about connecting to its system. The HBMWD is the wholesale water supplier to McKinleyville, Arcata, Eureka, Blue Lake, Glendale, Fieldbrook, Manila and an unincorporated area outside Eureka.

In December, HBMWD General Manager John Friedenbach wrote a letter to the MCSD asking whether it would be willing to participate in the study.

McKinleyville's northernmost water line is located in the Woody Road area of Dow's Prairie.

"MCSD's Service Area Boundaries end at Dow's Prairie to the north, so we could not sell water directly to the Rancheria without approval from LAFCo [Local Agency Formation Commission] to revise our Service Area Boundaries," states a staff report from MCSD Manager Patrick Kaspari to the MCSD board. "However, HBMWD could likely utilize MCSD's system for 'wheeling' water to the Rancheria. The MCSD system would then basically serve as an extension of the HBMWD distribution system. A waterline would still have to be constructed from the north end of the MCSD system to the Rancheria, but the use of the MCSD system would eliminate the need to construct a line from the HBMWD system in Arcata to the Rancheria. If this alternative is deemed feasible, the retail water contract would be between HBMWD and the Rancheria; however, there would also need to be a contract between HBMWD and MCSD to recoup our costs for the use of our system."

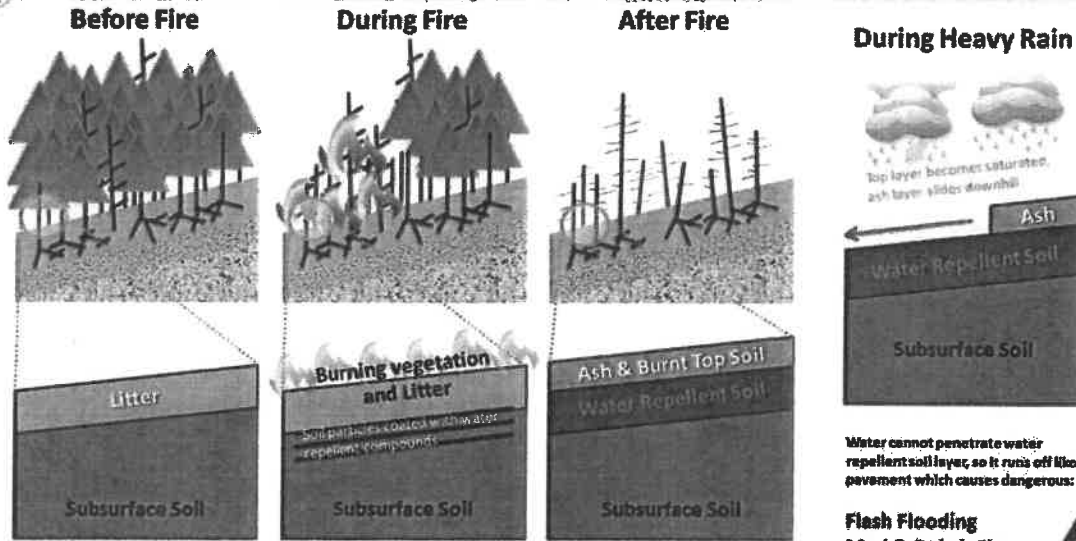


## Double whammy: After the fires, the mudslides begin

By Daisy Simmons | December 29, 2020



# Wildfire Burn Scars are a Flood Risk



**Litter:** organic material such as needles, leaves, grass, brush, bark.  
**Water Repellent Soils:** formed when organic material such as trees, scrubs, plants and litter burn at high intensity, water repellent compounds are vaporized, and condense on cooler soil layers below, which prevents soil from absorbing water.

Water cannot penetrate water repellent soil layer, so it runs off like pavement which causes dangerous:  
**Flash Flooding**  
**Mud & Debris Flows**  
**Mudslides**



Infographic courtesy of National Weather Service.

*Editor's note: This story was originally published by Yale Climate Connections, an initiative of the Yale Center for Environmental Communication.*

After a fire, rain can feel like a refreshing mercy. But it also spells fresh danger in fire-struck areas made newly vulnerable to mudslides. Amidst recovering from the trauma of a wildfire, people in hillside homes across much of the western United States, in particular, must now be ready to evacuate when threatening heavy rains appear in the forecast.

That's because fires do more to the physical environment than level buildings and fell trees. They also alter the makeup of the soil, making it less likely it will absorb rainwater, especially during a downpour.

"The same intensity of rain can generate overland flows more than 10 times greater in areas recently burned compared to those without fire," Arizona State University environmental engineer Mikhail Chester said in *Popular Science*.

To explain why fire-scorched land is more prone to mudslides, and what communities can do about it, let's begin with the basics.

**What causes a debris flow?** On a typical hillside *not* recently burned, vegetation helps trap the soil in place. When rain pours down in a major storm, trees, shrubs, grasses, and leaf litter all help protect the soil from a heavy downpour, giving water more time to soak into the ground.

But when fire destroys that vegetation, there can be little left to keep soil and sediment from flowing down a steep hill—much less retain water there. What's more, parched, fire-charred soil can become hydrophobic, which means it actually repels water, just as pavement does.

When intense rain falls on water-repellant ground, the water runs downhill quickly—more than double its usual rate—forming a river of mud and other debris. All the while, the expanding flow can pick up whatever it encounters along the way, from mud, rock, and sediment, to larger debris like fallen trees and limbs and boulders, depending on the severity of the rain and vulnerability of the soil.

The California Department of Water Resources advises that fast-moving debris flows can rock homes off their foundations and sweep away vehicles, creating life-threatening dangers.

The results can be tragic, as was the case in Montecito, California, in 2018, shortly after the deadly Thomas Fire laid bare much of the landscape. A half-inch of rain fell in just 15 minutes, unleashing a debris flow that was an estimated 25 to 30 feet deep, moving at roughly 10-15 mph, and capable of carrying boulders as big as a tow truck. The catastrophe claimed at least 21 lives, destroyed more than 100 homes, and shut down Highway 101, a major north-south route, for almost two weeks.

**How fire-struck communities can mitigate the risk.** Looking ahead, the likelihood of post-fire debris and mud flow is likely to increase, in large part because climate change is already leading to the intensity of more fires across the West. A joint study by Arizona State University and University of California-Los Angeles researchers found that the chances of post-fire debris flow risk will generally increase as climate change intensifies.

To protect people and property from this growing threat, communities should first and foremost be aware of the risks they and their populations face. The California Department of Conservation advises that residents of fire-struck areas be prepared for potential debris flows for as long as *two-to-five* years after major fires.

From there, communities that have recently experienced wildfire should consider the following safety tips:

*Understand the risk at a local level.* Visit the US Geological Survey's [post-fire debris-flow hazard assessments page](#) for data-driven estimates on the probability and volume of debris flows in the aftermath of major fires in the western United States. Beyond that, heed the Centers for Disease Control (CDC) fact sheets about landslides and mudslides; expect that steep, burned hills will be more vulnerable to debris flows.

*Be prepared to evacuate.* Make sure you have an [emergency evacuation plan](#). Listen to weather reports, and be ready to leave the area if heavy rains are on the way and you live on a hillside or downslope area that may be susceptible to mud or debris flows.

*Know the signs of an impending debris flow.* According to the CDC, warning signs include sudden changes in water level of a stream or creek, or trickling mud or rumbling sounds that might indicate approaching flow. Visit the [Red Cross website](#) for more detail on what to do before and during a mud or debris flow.

## California Megaflood: Lessons from a Forgotten Catastrophe

A 43-day storm that began in December 1861 put central and southern California underwater for up to six months, and it could happen again

- By [B. Lynn Ingram](#) on January 1, 2013 Scientific American

Geologic evidence shows that truly massive floods, caused by rainfall alone, have occurred in California every 100 to 200 years. Such floods are likely caused by atmospheric rivers: narrow bands of water vapor about a mile above the ocean that extend for thousands of kilometers.

The atmospheric river storms featured in a January 2013 article in *Scientific American* that I co-wrote with Michael Dettinger, *The Coming Megafloods*, are responsible for most of the largest historical floods in many western states. The only megaflood to strike the American West in recent history occurred during the winter of 1861-62. California bore the brunt of the damage. This disaster turned enormous regions of the state into inland seas for months, and took thousands of human lives. The costs were devastating: one quarter of California's economy was destroyed, forcing the state into bankruptcy.

Today, the same regions that were submerged in 1861-62 are home to California's fastest-growing cities. Although this flood is all but forgotten, important lessons from this catastrophe can be learned. Much of the insight can be gleaned from harrowing accounts in diary entries, letters and newspaper articles, as well as the book *Up and Down California in 1860-1864*, written by William Brewer, who surveyed the new state's natural resources with state geologist Josiah Whitney.

In 1861, farmers and ranchers were praying for rain after two exceptionally dry decades. In December their prayers were answered with a vengeance, as a series of monstrous Pacific storms slammed—one after another—into the West coast of North America, from Mexico to Canada. The storms produced the most violent flooding residents had ever seen, before or since.

Sixty-six inches of rain fell in Los Angeles that year, more than four times the normal annual amount, causing rivers to surge over their banks, spreading muddy water for miles across the arid landscape. Large brown lakes formed on the normally dry plains between Los Angeles and the Pacific Ocean, even covering vast areas of the Mojave Desert. In and around Anaheim, , flooding of the Santa Ana River created an inland sea four feet deep, stretching up to four miles from the river and lasting four weeks. Residents in northern California, where most of the state's 500,000 people lived, were contending with devastation and suffering of their own. In early December, the Sierra Nevada experienced a series of cold arctic storms that dumped 10 to 15 feet of snow, and these were soon followed by warm atmospheric rivers storms. The series of warm storms swelled the rivers in the Sierra Nevada range so that they became raging torrents, sweeping away entire communities and mining settlements in the foothills—California's famous "Gold Country." A January 15, 1862, report from the *Nelson Point Correspondence* described the scene: "On Friday last, we were visited by the most

destructive and devastating flood that has ever been the lot of 'white' men to see in this part of the country. Feather River reached the height of 9 feet more than was ever known by the 'oldest inhabitant,' carrying away bridges, camps, stores, saloon, restaurant, and much real-estate." Drowning deaths occurred every day on the Feather, Yuba and American rivers. In one tragic account, an entire settlement of Chinese miners was drowned by floods on the Yuba River.

This enormous pulse of water from the rain flowed down the slopes and across the landscape, overwhelming streams and rivers, creating a huge inland sea in California's enormous Central Valley—a region at least 300 miles long and 20 miles wide. Water covered farmlands and towns, drowning people, horses and cattle, and washing away houses, buildings, barns, fences and bridges. The water reached depths up to 30 feet, completely submerging telegraph poles that had just been installed between San Francisco and New York, causing transportation and communications to completely break down over much of the state for a month. William Brewer wrote a series of letters to his brother on the east coast describing the surreal scenes of tragedy that he witnessed during his travels in the region that winter and spring. In a description dated January 31, 1862, Brewer wrote:

*Thousands of farms are entirely under water—cattle starving and drowning. All the roads in the middle of the state are impassable; so all mails are cut off. The telegraph also does not work clear through. In the Sacramento Valley for some distance the tops of the poles are under water. The entire valley was a lake extending from the mountains on one side to the coast range hills on the other. Steamers ran back over the ranches fourteen miles from the river, carrying stock, etc, to the hills. Nearly every house and farm over this immense region is gone. America has never before seen such desolation by flood as this has been, and seldom has the Old World seen the like.*

Brewer describes a great sheet of brown rippling water extending from the Coast Range to the Sierra Nevada. One-quarter of the state's estimated 800,000 cattle drowned in the flood, marking the beginning of the end of the cattle-based ranchero society in California. One-third of the state's property was destroyed, and one home in eight was destroyed completely or carried away by the floodwaters.

Sacramento, 100 miles up the Sacramento River from San Francisco, was (and still is) precariously located at the confluence of the Sacramento and American rivers. In 1861, the city was in many ways a hub: the young state's sparkling new capital, an important commercial and agricultural center, and the terminus for stagecoaches, wagon trains, the pony express and riverboats from San Francisco. Although floods in Sacramento were not unknown to the residents, nothing could have prepared them for the series of deluges and massive flooding that engulfed the city that winter. The levees built to protect Sacramento from catastrophic floods crumbled under the force of the rising waters of the American River. In early January the floodwaters submerged the entire city under 10 feet of brown, debris-laden water. The water was so deep and dirty that no one dared to move about the city except by boat. The floodwaters caused immense destruction of property and loss of life.



California's new Governor, Leland Stanford, was to be inaugurated on January 10, but the floodwaters swept through Sacramento that day, submerging the city. Citizens fled by any means possible, yet the inauguration ceremony took place at the capital building anyway, despite the mounting catastrophe. Governor Stanford was forced to travel from his mansion to the capital building by rowboat. Following the expedited ceremony, with floodwaters rising at a rate of one foot per hour, Stanford rowed back to his mansion, where he was forced to steer his boat to a second story window in order to enter his home. Conditions did not improve in the following weeks. California's legislature, unable to function in the submerged city, finally gave up and moved to San Francisco on January 22, to wait out the floods.

Sacramento remained underwater for months. Brewer visited the city on March 9, three months after the flooding began, and described the scene:

*Such a desolate scene I hope to never see again. Most of the city is still under water, and has been there for three months. A part is out of the water, that is, the streets are above water, but every low place is full—cellars and yards are full, houses and walls wet, everything uncomfortable. No description that I can write will give you any adequate conception of the discomfort and wretchedness this must give rise to. I took a boat and two boys, and we rowed about for an hour or two. Houses, stores, stables, everything, were surrounded by water. Yards were ponds enclosed by dilapidated, muddy, slimy fences; household furniture, chairs, tables, sofas, the fragments of houses, were floating in the muddy waters or lodged in nooks and corners. I saw three sofas floating in different yards. The basements of the better class of houses were half full of water, and through the windows, one could see chairs, tables, bedsteads, etc., afloat. Through the windows of a schoolhouse I saw the benches and desks afloat. Over most of the city boats are still the only way of getting around.*

*The new Capital is far out in the water—the Governor's house stands as in a lake—churches, public buildings, private buildings, everything, are wet or in the water. Not a road leading from the city is passable, business is at a dead standstill, everything looks forlorn and wretched. Many houses have partially toppled over; some have been carried from their foundations, several streets (now avenues of water) are blocked up with houses that have floated in them, dead animals lie about here and there—a dreadful picture. I don't think the city will ever rise from the shock, I don't see how it can.*

The death and destruction of this flood caused such trauma that the city of Sacramento embarked on a long-term project of raising the downtown district by 10 to 15 feet in the seven years after the flood. Governor Stanford also raised his mansion from two to three stories, leaving empty the ground floor, to avoid damage from any future flooding events.

Downstream of Sacramento, towns and villages throughout the eastern San Francisco Bay Area were struggling with catastrophes of their own. Twenty miles northeast of San Francisco, four feet of water covered the entire town of Napa; to the east, the small town of Rio Vista on the Sacramento River was under six feet of water. The entire population of Alamo, at the foot of Mt. Diablo 50 miles east of San Francisco, was forced to flee rising floodwaters. People abandoned their homes in the middle of the night. Some found refuge, others drowned. The San Ramon Valley was one sheet of water from hill to hill as far as the eye could see. The destructive force of the floods was awesome: houses, otherwise intact and complete with their contents, were carried away in the rapids; horses, cattle, and barns were swept downstream for miles.

The heavy rains also triggered landslides and mud slides on California's steep hillsides. For instance, in Knights Ferry and Mokelumne Hill, nearly every building was torn from its foundation and carried off by thundering landslides, and a major landslide also occurred at the town of Volcano in the Sierra foothills, killing seven people.

The 1861-62 floods extended far beyond the borders of California. They were the worst in recorded history over much of the American West, including northern Mexico, Oregon, Washington State and into British Columbia, as well as reaching inland into Nevada, Utah and Arizona. In Nevada, a normally arid state, twice its typical annual rainfall occurred in the two-month period of December 1861 to January 1862. All this excess water transformed the Carson Valley into a large lake, inundating Nevada City with nine feet of rain in 60 days.

In southern Utah, 1861-62 became known as the "year of the floods," as homes, barns, a fiber and molasses mill and many forts were washed away, including the adobe home of a Mormon Bishop, John D. Lee. Lee had carefully recorded the weather throughout January 1862 in his diary, noting a solid period of alternating rain and snow with strong winds for most of that month. In Oregon, two and a half weeks of solid rain caused the worst flooding in this state's history. Deluges covered huge portions of the lower Willamette Valley where Oregon City is located. Oregon City was the terminus of the Oregon Trail, and it was the state's capital, where George Abernathy, an Oregon pioneer and the state's first elected governor, lived and ran a thriving business. The flood destroyed his home, forcing him (and many others) to leave. Arizona was also impacted: floods occurred in the Gila, Verde, Bright Angel and Colorado River basins between January 19 and 23, 1862, and flooding was severe in Yuma, destroying the city.

Why so many people were caught off-guard by these floods remains a mystery, but clearly these immigrants did not recognize the climatic warning signs. They had never experienced such extreme flooding in the 12 years since the Gold Rush began, although lesser floods were not uncommon. It appears that the Native American populations, who had lived in the region for thousands of years, had deeper insights to the weather and hydrology, and recognized the patterns that result in devastating floods. A piece in the *Nevada City Democrat* described the Native American response on January 11, 1862:

*We are informed that the Indians living in the vicinity of Marysville left their abodes a week or more ago for the foothills predicting an unprecedented overflow. They told the whites that the water would be higher than it has been for thirty years, and pointed high up on the trees and houses where it would come. The valley Indians have traditions that the water occasionally rises 15 or 20 feet higher than it has been at any time since the country was settled by whites, and as they live in the open air and watch closely all the weather indications, it is not improbable that they may have better means than the whites of anticipating a great storm.*

The specific weather pattern that the Native Americans of the West recognized and knew would bring particularly severe flooding is once again understood today. The powerful storms originate in the warm and moist tropical Pacific Ocean. Recent research describes these storms more broadly as “atmospheric rivers,” and they often result in the worst floods in not only the American West, but across the globe.

The tragic 1861-62 floods may have temporarily served to wake-up the residents of California and the West to the possible perils of their region’s weather. They saw nature at its most unpredictable and terrifying, turning in a day or an hour from benign to utterly destructive. But the costs to the state went beyond the loss of life, property and resources: California’s spirit and confidence was badly shaken.

The lessons of the 1861-62 floods should provide the impetus for flood disaster planning efforts in a region where housing developments and cities are spreading across many floodplains. A critical element of living in a place like California is an awareness of these natural disasters, which requires a deep understanding of the natural patterns and frequencies of these events. Today we have building codes for earthquake safety, but millions of new westerners are not aware of the region’s calamitous climate history. Most have never even heard of the 1861–62 floods, and those may not have been the worst that nature can regularly dish out to the region. In a forthcoming book I co-wrote with Frances Malamud-Roam, *THE WEST WITHOUT WATER: What Past Floods, Droughts, and Other Climatic Clues Tell Us About Tomorrow* (University of California Press, Spring 2013) we present evidence for similar if not larger floods that have occurred every one to two centuries over the past two millennia in California, as well as nature’s flip-side: deep and prolonged droughts.

#### **ABOUT THE AUTHOR(S)**

B. Lynn Ingram is a professor in the Earth and Planetary Science Department at the University of California, Berkeley. She studies past climatic and environmental change in California and other locations around the Pacific Rim.

---

Four of Oregon's dams may fail, but for some, their controversy will always stand

- By Tim Gruver | [The Center Square](#)
- Dec 31, 2020 Updated Jan 1, 2021

(The Center Square) — The Biden administration may seal the fate of four aging dams on the Klamath River and decades-long efforts to save what indigenous peoples call a priceless fish habitat.

Beginning in the high deserts of Northern California, the Klamath River flows for some 257 miles north through the mountain ranges of Southern Oregon before reaching the Pacific Ocean.

As a passageway for migrating Chinook salmon and steelhead trout, the river was a millennia-old source of food and trade for the Klamath tribes, who include the Klamath, the Modoc and the Yahooskin.

The hydroelectric dams sitting on it today – Iron Gate, JC Boyle, Copco 1, and Copco 2 – were built from the early 1900s to the late 1960s by the California Oregon Power Company and later bought by energy giant PacifiCorp, owned by billionaire Warren Buffett.

Since their completion, the dams have been blamed by the tribes and environmentalists for slowing water flows and gutting the river's once abundant fish population – accusations not lost on PacifiCorp or politicians.

### **Here's the deal**

An interstate agreement reached in November by PacifiCorp, California Gov. Gavin Newsom, Oregon Gov. Kate Brown, and the Yurok and Kaluk Tribes will see PacifiCorp hand ownership of the four dams to the two states.

The company will cover \$200 million in demolition costs while California will pay the remaining \$250 million through bonds.

The deal represents 20 years of negotiations between the parties to jumpstart the process of handing ownership of the dams to the states and the Klamath River Renewal Corporation.

It still requires a nod from the Federal Energy Regulatory Commission which could see a changing of the guard under the new presidential administration.

Among the most **vocal supporters** of the deal is U.S. Rep. Deb Haaland, D-New Mexico, a member of the Laguna Pueblo Tribe and President-elect Joe Biden's nominee to lead the U.S. Department of the Interior.

Indigenous peoples have lauded the deal as a critical step in reclaiming a natural resource.

"I think it's a positive step in getting the dams out," Chair Don Gentry of the Klamath Tribes said. "Our people would think of our treaty resources and the ability to live our lifestyle and culture is priceless.

### **Fishy history**

Proponents of the dams say their role in killing fish is often overblown or completely unfounded.

Richard Marshall, president of the Siskiyou Water Users Association, is among them and claims their demolition is a waste of taxpayer money.

"The facts that come out that are pushed by those who are trying to remove the dams are incorrect, and they've been incorrect for a long time," Marshall said. "And unfortunately, it's hard to get through the chatter from the side that has a lot more money, which are the NGO groups and tribes and so on are pursuing for their own purposes."

Marshall points to **oceanic conditions** as the primary culprits behind the river's dwindling fish population and cites historical accounts from 19th-century prospectors suggesting salmon and other fish never migrated north of where the four dams sit now.

Many like Gentry disagree and say stories of salmon abound in Klamath legends and stories.

A wealth of ethnographic literature from Oregon archeologist Luther Cressman and others come to the same conclusion as well as archeological evidence from a 2011 Portland State University **study** of the Upper Klamath Basin.

But most agree on one fact – the Klamath River's fish population has tanked in the century since the dams were first built.



Findings by Stanford ichthyologist John Otterbein Snyder from 1931 **described** a salmon population disappearing at an “alarming rate.”

**Research** by California fishery biologists with the U.S. Fish and Wildlife Service suggest salmon runs during the early 1900s saw up to a million fish reach the Upper Klamath Basin.

In recent decades, the Klamath River’s annual count of salmon and steelhead often falls below 10,000 fish.

1 month free with \$4 monthly digital only subscription. Promo Code: DIGI

In 2002, the Klamath River saw as many as 34,000 chinook salmon die. A report by the California Water Boards asserted low water flow from PacifiCorp’s Iron Gate Dam played **a primary role** in the event.

### **Adapt or die**

Such low flows are central to what Klamath Tribe Fisheries Biologist Alex Gonyaw describes as an unnatural burden for the region's aquatic life.

“Having dams in the Klamath River is completely outside the bounds of what [the fish] are capable of adapting to,” Gonyaw said. “Short term change is extremely difficult for species to deal with.”

A 2015 Oregon State University **study** sponsored by PacifiCorp found that intensive blooms of cyanobacteria called Microcystis in the Iron Gate Reservoir on the river were the ultimate source of toxic algae observed downstream.

“All this biomass builds up in these these reservoirs,” Gonyaw said. “That biomass then dies back in the fall, which produces low oxygen or anoxic conditions and generally degrades water quality. This water is then released into the river in the fall. But having to swim into degraded water produced by these reservoirs is particularly stressful.”

### **Dollars and sense**

The Klamath River dams have also become something of a liability for their owner in light of their modest energy output and mounting environmental regulations ordered by the courts.

The dams can generate 169-megawatts of electricity or enough to power 300,000 homes, but demand is typically half that number, Pacific Power's Toby Freeman **told** the Klamath Herald and News. They provide no irrigation and little to no flood control.

Producing 169-megawatts of electricity through other renewable energy sources “no-brainer” according to Gonyaw.

In June 2005, U.S. District Judge James Redden of Portland ordered the U.S. Army Corps of Engineers to redirect substantial water flow away from the dam turbines on the grounds they were slicing the salmon swimming through them.

The order cost the company as much as \$67 million, according to estimates by the Bonneville Power Administration, which sells electricity through the dams estimated.

### **No dam difference?**

One study dam supporters like Marshall point to comes from Kintama Research which **tracked survival rates** for young salmon swimming up the dam-riddled Columbia River and the dam-free Fraser River. Both groups of fish saw low survival rates.

Scientists like John Ferguson of the Northwest Fisheries Science Center argue the study shows efforts to make dams more fish-friendly like passageways work.

“It’s not because the Columbia River is so bad now,” Ferguson **told** the Seattle Times. “It’s because it’s way better than it was.”

The 2008 study was followed by another in October of 2020 which tracked young Chinook salmon returning **to California from Alaska** – some swimming through Eastern Washington’s Snake River dams, with others swimming in free-flowing rivers.

The study, funded in part by the Bonneville Power Administration and the U.S. Department of Energy, found all fish saw low survival rates.

Kintama CEO and lead researcher Dr. David Welch says the studies still leave a lot about manmade dams up for discussion.

“I am not saying that the dams do not cause some damage or harm to salmon populations,” Welch said. “What I am saying is the data suggests is that level of harm is quite low. Some fish die, but it seems to be much, much less than people have simply assumed in the past.”

For Gonyaw, removing the four Klamath River dams is only part of the ecological restoration needed throughout the region.

"These fish evolved for thousands and thousands of years prior to all the significant changes that have happened in the last hundred plus years, from forest management down to the damage that was done by agricultural practices," Gonyaw said. "But the dam removal is the major first step that needs to happen for fish populations to begin the recovery process."

Final federal approval for tearing down the dams is expected sometime in 2022.

*This article originally ran on [thecentersquare.com](http://thecentersquare.com).*

Contact Us Now

Los Angeles: 310.284.2200

Orange County: 949.260.4600

San Francisco: 415.262.5100

DECEMBER 21, 2020

**Court Rules Against California's Wetlands Regulatory Program**

By R. Clark Morrison and Scott Birkey

Last week, the Sacramento Superior Court delivered a serious blow to California's regulatory program for the protection of wetlands and other waters of the State.

The State's wetland protection program (commonly known as the "Procedures"), which became effective in May, was intended to create a regulatory structure to fill the gap left by recent Trump administration regulations that dramatically narrowed Federal wetland protections. Ironically, the court's order prohibits the State of California from applying the Procedures to any waters *other* than those already protected by Federal law, thus leaving in place the very regulatory gap that the Procedures were intended to fill.

Under California's Porter-Cologne Water Quality Control Act, water policy for the State is established by the State Water Resources Control Board (the "State Water Board"). Policies established by the State Water Board are supposed to be implemented by the nine regional water quality control boards (the "Regional Boards"), each of which adopts and enforces a water quality control plan (or "WQCP") for waters within its region.

When it adopted the Procedures, the State Water Board purported to amend certain WQCPs within the State. In its ruling, however, the Court held that WQCP's (except in limited instances) may only be adopted or amended by the Regional Boards, and that the State Water Board therefore overstepped its bounds. The Court further reasoned that, because of the high level of detail found in the Procedures, they could not be justified as a mere act of "policy-making" by the State Water Board. Accordingly, the State has been enjoined from applying the Procedures to any waters other than those regulated by the Clean Water Act under the Trump administration's narrow policies.

Importantly, the Court rejected the plaintiff's claim that the discharge of dredged or fill material could not be regulated as "waste" under Porter-Cologne. The plaintiffs had asserted that dredged material and fill material are not always "waste" within the meaning of Porter-Cologne. Although the Court acknowledged that this may be true, it rejected the claim as not ripe, reasoning that the question should be worked out (or litigated) on a case by case basis.

The Court's ruling does not mean that a water board permit is no longer needed for discharges to wetlands and other waters. A permit is still required for those activities. It's just that the specific application, permitting and regulatory requirements and standards set forth in the Procedures may not be applied by the water boards in their permitting decisions. The Court is expected to issue an order in the near future that will articulate the precise scope of the injunction against application of the Procedures.

Posted in: **Wetlands**

Tagged: California Supreme Court and wetlands

Comments are closed.

**LOS ANGELES**

**2029 Century Park East  
Suite 2100 Los Angeles, CA 90067  
Phone: 310.284.2200  
Fax: 310.284.2100**

**ORANGE COUNTY**

**3121 Michelson Drive  
Suite 280 Irvine, CA 92612  
Phone: 949.260.4600  
Fax: 646.260.4699**

**SAN FRANCISCO**

**50 California Street  
Suite 3200 San Francisco, CA 94111  
Phone: 415.262.5100  
Fax: 415.262.5199**

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Please do not include any confidential or sensitive information in a contact form, text message, or voicemail. The contact form sends information by non-encrypted email, which is not secure. Submitting a contact form, sending a text message, making a phone call, or leaving a voicemail does not create an attorney-client relationship.



## The Brown Act Meets Social Media: What Public Officials Can and Cannot Post on Social Media Under AB 992

By Hong Dao Nguyen and Albert Maldonado, Attorneys, Best Best & Krieger LLP

Public officials must continue to be vigilant if they post on social media sites about agency-related matters. However, recently enacted legislation, AB 992, aimed at updating the Brown Act to meet today's social media environment, provides greater guidance for public officials.

Prior to AB 992, public officials across the state received mixed messages and conflicting guidance from their various counsels on what could be posted, "liked," or shared on Facebook and other social media websites. These conflicting messages sometimes led to paralysis and some public officials avoiding communication on social media. While the public is increasingly receiving their news and community information from social media, some public agency officials have been noticeably absent from that communication medium. AB 992 was drafted and passed in the hopes of providing greater clarity on the actions public officials can and cannot take on social media, thereby encouraging greater communication and transparency with the public. The Brown Act, a transparency law, generally provides that legislative bodies must have noticed and open meetings to discuss and transact agency business. Until AB 992 was signed into law in September, the Brown Act was silent regarding communications on social media.

AB 992 amends Government Code section 54952.2 and clarifies that a public official may communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body's subject matter jurisdiction. But those communications are *only* allowed if members of the same legislative body do not use a social media platform to discuss official business among themselves. "Discuss among themselves" means making posts, commenting, and even using digital icons that express reactions to communications (i.e., emojis) made by other members of the legislative body.

Notably, AB 992 is stricter about social media contacts between public officials than in-person contacts. For example, under the Brown Act, two public officials of the same agency could talk face-to-face about a public agency matter without running afoul of the law. However, AB 992 prohibits a member of a legislative body from responding "directly to any communication on an Internet-based social media platform" regarding an agency matter if the communication is "made, posted, or shared by any other member of the legislative body."

Questions are already arising regarding what social media communications are now allowed under the law. The following includes some questions and answers to unpack AB 992:

**Question:** To what kinds of social media platforms does AB 992 apply?

**Answer:** AB 992 applies to Internet-based social media platforms that are "open and accessible to the public." "Open and accessible to the public" means "that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the Internet-based social media platform determines that an individual violated its protocols or rules."

Practically, those platforms include, but are not limited to, Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit. That means AB 992 could affect social media commenting, retweeting, liking, disliking, responding with positive or negative emojis and/or screenshotting (photographing) and reposting.

**Question:** Does AB 992 prohibit public officials from commenting, sharing, or liking a social media post that was posted by the *public agency on its own social media platform*?

**Answer:** No, AB 992 does not prohibit a public official from commenting, sharing, or liking a social media post that was posted by the official's public agency. For example, if a public official wants to share his or her agency's post about water conservation, the official could still do that. AB 992 expressly allows a public official to communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body's subject matter jurisdiction.

SECTION 6.1 PAGE NO. 17

An issue may arise, however, if one director shares his or her agency’s post on water conservation, and another director from the same board gives it a thumbs up. That would likely be a prohibited direct communication on social media.

**Question:** What if Director A posts about an agency matter, a member of the public then comments on the post, and then Director B replies to the public comment?

**Answer:** It is unclear whether the above scenario would violate AB 992. On one hand, Director B would likely claim that he or she is directly communicating with a member of the public and not Director A. On the other hand, someone could claim an AB 992 violation since the thread was started by Director A.

An important takeaway here is that whether or not a violation of AB 992 has occurred will likely be driven by the facts. For example, what if Director A started the thread and there were 10 intervening replies or comments before Director B chimed in? Could Director B’s reply still be categorized as a “direct communication” to Director A? A conservative approach is for public officials to avoid posting on threads in which another public official of the same agency has posted, if the issue relates to public business. This is especially true if two directors have already commented on a public agency-related thread, since a third director’s input could constitute a serial meeting by a majority.

**Question:** What if Director B shares or retweets Director A’s post without comment?

**Answer:** Some social media platforms like Facebook and Twitter allow users to “share” someone else’s post or “retweet” a post, respectively. Arguably, if one director is taking another director’s post about a public agency matter and posting it onto his or her own page — even without comment — that would appear to be a direct response. Typically a share or retweet of another person’s post shows support of that post (though that’s not always the case). Similarly, if two other directors (Directors B and C) shared or retweeted Director A’s post — even without comment — those directors would appear to be a majority of the body “discussing among themselves” a topic within their agency’s purview.

**Question:** Can public officials use social media to discuss personal matters amongst themselves?

**Answer:** Yes. Neither the Brown Act nor the new provisions in AB 992 prohibit discussions regarding private matters. For example, there is no issue with one director giving a thumbs up to another director’s family photo or a majority of directors congratulating another director for finishing a marathon. The Brown Act only applies to public agency business.

**Question:** How would AB 992 be enforced?

**Answer:** AB 992 does not include any new or additional enforcement provisions. The district attorney or any interested person could raise a claim that a public agency violated the Brown Act and follow the enforcement provisions provided in the Government Code.

**Question:** Does AB 992 affect other methods of communication, such as public officials texting or emailing one other?

**Answer:** No, AB 992 only applies to communications about agency business on social media accounts that are generally open to the public. It does not regulate other electronic means of communication such as text messaging or emailing. However, the other means of electronic communication could raise other issues, including serial meetings and the California Public Records Act.

**Question:** How does AB 992 implicate the California Public Records Act?

**Answer:** In the case *San Jose v. Superior Court* (2017) 2 Cal. 5th 608, the California Supreme Court held that communications on personal electronic accounts could be subject to the Public Records Act. If public officials are using social media to communicate with members of the public (or one another), those posts could be subject to the Public Records Act. As noted, whether an issue has arisen under AB 992 is highly factual, and this article only gives a sampling of the questions that may come up with public officials’ use of social media. For specific issues, public officials should consult with their agency’s general counsel.

# **CORRESPONDENCE**



FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections  
888 First Street, NE Routing Code: PJ-13  
Washington, DC 20426  
(202) 502-6025 Office – (202) 219-2731 Facsimile

December 3, 2020

H.B.M.W.D. DEC 18 2020

In reply refer to: P-3430  
NATDAM #CA00833

VIA USPS First Class Mail

Mr. John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
828 Seventh Street  
PO Box 95  
Eureka, California 95502-0095

Dear Mr. Friedenbach:

By letter dated November 23, 2020, you proposed Mr. Daniel L. Wade, P.E., G.E., F. ASCE, of GEI, as the independent consultant to be responsible for the ninth Part 12D safety inspection of the R. W. Matthews Project. Mr. Wade's resume confirms that he meets the Commission's independent consultant qualifications specified in Section 12.31(a) of the regulations. Mr. Wade is therefore approved as the independent consultants for this inspection. In accordance with Part 12, Subpart D, the approved independent consultant must either personally inspect the project or be present during the inspection to supervise those individuals that conduct the inspection. You are reminded to instruct your consultant that should any condition be discovered that requires emergency corrective measures, he must immediately notify you, since you are required to submit a report to the Regional Engineer in accordance with Section 12.36.

Three paper copies of the inspection report (or two paper copies if the report is eFiled) must be filed with the Division of Dam Safety and Inspections – San Francisco Regional Office by November 1, 2021. The consultant's report must be formatted in accordance with the Enclosure, Part 12D Safety Inspection Report Outline (Outline), revised January 3, 2017. You should remind your consultant that it is important to submit reports that are formatted in accordance with the Outline and which adequately address all the information requested. The inspection and project features analyses are to include a thorough evaluation of all dam safety aspects of the project in accordance with the Commission's Part 12D Dam Safety Regulations consistent with the requirements covered in the Commission's Engineering Guidelines for the Evaluation of Hydropower Projects (Engineering Guidelines). The independent consultant should also address those

items specific to the project that were included in the Part 12D reminder letter sent to you by the Regional Office.

Your consultant should be prepared to submit, if requested, CDs containing programs with documentation and input files for any computer analyses used to reach the conclusions in his report.

Chapter 14 of the Engineering Guidelines develops the Commission's Dam Safety Performance Monitoring Program (DSPMP). This chapter can be found at: <https://www.ferc.gov/industries-data/hydropower/dam-safety-and-inspections/eng-guidelines>. An important part of the DSPMP is the Potential Failure Modes Analysis (PFMA). The independent consultant should specifically review the PFMA for any appropriate changes in Potential Failure Mode (PFM) category classification and description. This includes reviewing all reports and investigations performed or ongoing since the previous Part 12D report and determining whether the information in these reports and investigations has changed a PFM category classification or introduced any additional PFMs. Information on how to complete well-developed PFMs is available at: <https://www.ferc.gov/industries-data/hydropower/dam-safety-and-inspections/potential-failure-modes-pfms>. Your consultant should be instructed to review this site before beginning work on the Part 12D inspection and report.

The first Part 12D Independent Consultant Inspections for new constructed projects or projects where a major dam safety remediation has recently been completed may be done by the design engineer or an engineer from the design engineer's firm. The next Part 12D inspection must be performed by a different engineer not associated with either the design or construction firm. Subsequent Part 12D inspections may be performed by an engineer associated with the design, construction, or remediation work. In addition, an engineer or engineers from the same firm will not be approved as the independent consultant for more than two consecutive Part 12D Safety Inspections of any project.

You, as the licensee, are responsible for preparing and maintaining the Supporting Technical Information document (STI) or having it prepared and maintained for you. The Enclosure contains the outline for the STI. Appendix I of Chapter 14 of the Engineering Guidelines includes the STI outline, guidance on what is to be included in the STI, and examples of the document. A Part 12D report submitted that has an incomplete, significantly deficient, or unreadable STI will be returned to you as an unresponsive report.

The comprehensive PFMA report and the resulting section in the STI appended to the Part 12D report described above are to be regarded as living documents. These documents are to be appended as conditions at the site change and as new information is obtained at any time following the initial comprehensive PFMA or when discovered during subsequent Part 12, Subpart D inspections.

Therefore, for the R. W. Matthews Project, a formal PFMA will not be required. Instead, as part of the preparation for the inspection, your personnel and your Part 12D consultant should review the existing PFMA, STI and all other project documents relating to the operation and safety of the dam since the last Part 12D inspection. During the inspection, your consultant and you should organize and conduct an informal supplemental PFMA session with your representatives and our FERC inspector to examine any revisions or additional failure modes identified during the review.

The supplemental PFMA should be conducted consistent with Chapter 14 of the Engineering Guidelines. It is important to retain the original PFMA report as prepared so that the findings, discussions and thought processes of the original PFMA session are retained for future evaluations.

Please inform the Regional Office when the Independent Consultant will inspect the R. W. Matthews Project so they may attend. They will also conduct their Dam Safety inspection of the R. W. Matthews Project in conjunction with the Independent Consultant's inspection.

You are reminded that not later than 60 days after the report of the independent consultant is filed with the Regional Engineer, you must submit to the Regional Engineer three copies of a plan and schedule for designing and carrying out any proposed corrective measures.

If you have any questions regarding this letter, please call me at 202-502-8968.

Sincerely,



David S. Snyder, P.E.  
Senior Civil Engineer  
Division of Dam Safety and Inspections

Enclosure

cc: Public Files

# CONTINUING BUSINESS

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors  
 From: John Friedenbach  
 Date: January 7, 2021  
 Subject: Water Resource Planning (WRP) – Status Report

.....

The purpose of this memo is to summarize recent activities and introduce next steps for discussion.

**1) Top-Tier Water Use Options****a) Local Sales**

Nordic Aquafarms – staff met with Nordic representatives on Dec. 18<sup>th</sup>. They are moving forward with permitting. May have public CEQA process during first quarter of 2021. Scheduling a water quality/supply staff level meeting for January 2021. Need to schedule HBMWD Local Sales committee meeting during first quarter 2021 to begin discussions regarding water rates.

- i) Trinidad Rancheria – draft MOU (**pages 2-4**). The Rancheria has requested that language be inserted into the MOU to enable them to apply for grant funding for the project. They are exploring opportunities under the FEMA Pre-disaster mitigation grant program. They have proposed language. District Counsel has reviewed and edited proposed language. The Rancheria concurs with Counsel's edits. Staff recommends that our Board for consider and approve the attached MOU.

Staff sent inquiry letters to McKinleyville CSD, City of Trinidad, and Westhaven CSD regarding participation in the feasibility study analysis of a possible waterline extension to the Trinidad Rancheria. See copies of letters attached. (**pages 5-9**)

President Woo, Director Rupp and I attended the McKinleyville CSD board meeting on January 6<sup>th</sup> where they considered our inquiry letter. They approved participation in the feasibility study of connecting a possible line extension to the Trinidad Rancheria from the northern most area of the MCSD distribution grid.

- ii) The next steps with MCSD will be to negotiate an MOU for their participation in the feasibility study. One issue to address is the fact that HBMWD and MCSD share the same law firm (The Mitchell Law Firm) as our District counsel. Therefore, our board will need to authorize a waiver of conflict for use of the Mitchell Law Firm to prepare an MOU between HBMWD and MCSD.

The City of Trinidad will consider our inquiry letter to participate in the feasibility study at their January 26<sup>th</sup> City Council meeting which begins at 6:00 p.m.

Independently, Westhaven CSD discussed the issue and sent HBMWD the attached letter stating that they were not interested in participating in a waterline extension. (**page 10-11**)

**b) Transport**

Sites Reservoir Article (page 12).

**c) Instream Flow Dedication**

Team is moving forward with edits to District's Habitat Conservation Plan (HCP).

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this 14th day of January, 2021, by and between the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a California municipal water district (the "District"), and CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA ("Tribe"), a federally recognized Indian Tribe (the District and Tribe are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

### Recitals

A. The District is a duly formed and existing Municipal Water District, formed pursuant to Division 2 of the California Water Code and providing municipal water service to customers within its sphere of influence and District boundaries.

B. The Tribe is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians and possessing inherent powers of self-government.

C. The United States government holds lands in the State of California in trust for the benefit of the Tribe over which the Tribe exercises jurisdiction and possesses sovereign governmental powers ("Tribe's Lands").

D. The Tribe intends to develop a hotel, residential housing, and other uses on the Tribe's Lands ("Project") located near Trinidad, CA and outside the District's boundaries and sphere of influence.

F. The Tribe has requested that District provide water service to the Project, which will necessitate an extension of the District's water main to the Project location.

G. The Parties desires to enter into this MOU for the purpose of conducting feasibility studies, conceptual planning, and consultations with regulatory agencies to determine whether the mainline extension is feasible and desirable for both Parties and, if so, on what terms and conditions (collectively "Preliminary Feasibility Study"). The Parties further desire to enter into this MOU to provide for the reimbursement of certain costs and expenses incurred by the District relating to or arising from the Preliminary Feasibility Study.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

**Section 1. Term and Termination.** This MOU shall become effective immediately once approved by the District's governing body and shall terminate upon the earliest to occur of the following: (a) the execution by the Parties of one or more definitive agreements with respect to the subject matter of this MOU; or (b) twenty-four (24) months from the date hereof. The term of this MOU can be extended upon the written mutual agreement of the Parties. Notwithstanding any other provision of this MOU, including the provisions of this Section 1, either Party may

terminate this MOU at any time by providing at least thirty (30) days written notice of such termination to the other Party.

**Section 2. Non-Binding Effect.** This MOU is intended to serve as a general basis for studying the feasibility of the main line extension. With the exception of Section 4 hereof, which is intended to be binding upon the Parties, the Parties shall not have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract for the mainline extension, to provide any services, to commit to development of the mainline extension, to make any investment or pay any consideration or compensation, whether or not expressly described herein, regardless of the results of the Preliminary Feasibility Study.

**Section 3. Coordination and Preliminary Feasibility Study.** The Parties agree to meet and confer with one another to prepare a scope of work for Preliminary Feasibility Study. Among the tasks to be performed are as follows:

- (a) Conduct outreach for a limited time to the City of Trinidad, Westhaven Community Services District, and McKinleyville Community Services District to determine whether any is interested in participating in the Preliminary Feasibility Study and inclusion in the potential service areas;
- (b) Evaluating the water demands for the Project and growth projections of potential service areas;
- (c) Evaluating the necessary regulatory approvals and conducting preliminary meetings with agencies regarding permitting processes and entitlements. For purposes of this sub-section, regulatory agencies including, but may not be limited to, LAFCo, County of Humboldt, California Water Board, and CalTrans;
- (d) Evaluate potential mainline routes and conceptual designs;
- (e) Evaluate need for related infrastructure and facilities, including elevated storage, pumping stations, and metering;
- (f) Evaluate cost to operate and maintain facilities, transmission and distribution systems including staffing, equipment, utility and other operating and administrative costs;
- (g) Make projections for the rates and fees necessary to cover capital and operating expenses;
- (h) Preliminary assessment of environmental impacts and CEQA scoping;
- (i) Evaluate property entitlements and rights held or to be acquired;
- (j) Meet with community stakeholders;
- (k) Evaluate funding sources and financing structure; and
- (l) Negotiate definitive agreement for the mainline extension.

**Section 4. Cost Reimbursement.** Upon execution of this MOU, the Tribe agrees to advance to District a deposit in the amount of Ten Thousand (\$10,000) to fund the District engineering, legal and administrative services in connection with the Preliminary Feasibility Study. The District will draw on this deposit to pay or reimburse periodic invoices from the District consultants and to reimburse District for the cost of District staff time, legal fees, and materials. In the event that the amount on deposit with the District is less than \$1,000 remaining, the District shall request replenishment from the Tribe to restore the \$10,000 deposit balance.

The District understands that the Tribe will be seeking grant funding to cover the costs of the Preliminary Feasibility Study as possible and will support the Tribe in that effort with technical information as appropriate; provided, however, the Tribe's obligation under this Section 4 shall not be conditioned upon the actual receipt or availability of grant funding.- The Tribe will make the initial deposit within thirty (30) days of the execution of this MOU as well as and make subsequent deposits as needed. If the Tribe may declines to make such additional payment deposits at which time this MOU shall terminate. In the event this MOU is terminated by either Party prior to the expiration of the Term, The District shall return any unused funds deposited by the Tribe. The District shall have no obligation to reimburse the Tribe for any costs relating to the subject matter of this MOU.

The Parties authorized representatives have executed this MOU on the date(s) indicated below:

**CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA**

\_\_\_\_\_, Tribal Chairperson

\_\_\_\_\_  
Date

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
Sherri Woo, President of the Board of Directors

\_\_\_\_\_  
Date





# HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

**BOARD OF DIRECTORS**

SHERI WOO, PRESIDENT  
NEAL LATT, VICE-PRESIDENT  
J. BRUCE RUPP, SECRETARY-TREASURER  
MICHELLE FULLER, DIRECTOR  
DAVID LINDBERG, DIRECTOR

**GENERAL MANAGER**  
JOHN FRIEDENBACH

December 4, 2020

Board of Directors  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville CA 95519

**Re: Participation in Feasibility Analysis to Extend HBMWD service to Trinidad Rancheria**

Dear Board Members,

As you may be aware, our District has been approached by the Trinidad Rancheria to explore the feasibility of extending municipal water service to their tribal lands near the City of Trinidad. Our District is in the initial stages of its investigation and analysis of this possibility. In that regard, we would like inquire if the MCSD would be willing to investigate the feasibility of possibly connecting to your distribution grid's northern area for a possible water line extension. Please note that the feasibility analysis does not obligate or otherwise determine whether a waterline extension will be constructed.

For a waterline extension to the Trinidad Rancheria to be economically feasible, the most logical beginning point is at the northern end of your distribution grid. As you know, sizing a waterline extension is dependent upon the water consumption demands by the end users. Furthermore, in this situation, the needs and capacity of MCSD's consumers and system would need to be considered in the feasibility analysis. It is in that regard that we would like to begin preliminary discussions with your district.

The HBMWD Board directed that a feasibility analysis for the Rancheria move forward, so we respectfully request that you provide us with your decision no later than by February 4, 2021.

HBMWD staff or Directors are available to attend a MCSD board or committee meeting to answer any questions that you or your constituents may have regarding this feasibility analysis.

Respectfully,

  
John Friedenbach  
General Manager

Cc: Pat Kaspari, General Manager MCSD  
Steve Madrone, 5<sup>th</sup> District Supervisor

**McKinleyville Community Services District****BOARD OF DIRECTORS**

January 6, 2020

TYPE OF ITEM: **ACTION**

**ITEM: E.3**                      **Consider Participation in Feasibility Analysis to Extend HBMWD Water Service to Trinidad Rancheria**

**PRESENTED BY:**              **Patrick Kaspari, General Manager**

**TYPE OF ACTION:**          **Roll Call Vote**

**Recommendation:**

Staff recommends that the Board review information provided, discuss, take Public Comment and approve working with HBMWD and Trinidad Rancheria to assess the feasibility of extending water service to the Rancheria via wheeling HBMWD water through the MCSD water distribution system. Staff further recommends that any feasibility studies remain cost neutral for MCSD and direct costs be borne by those interested in being served.

**Discussion:**

Humboldt Bay Municipal Water District (HBMWD) General Manager, John Friedenbach, submitted a letter to MCSD inquiring whether we would be willing to participate in investigating the feasibility of connecting a line extension to Trinidad Rancheria from the MCSD water distribution system (See **Attachment 1**). HBMWD would like to know whether MCSD is willing to even consider the concept of a line extension from the north end of MCSD's distribution grid. If MCSD is unwilling to allow the possibility of a connection, then the feasibility analysis would not bother to explore this alternative and would have to pursue other options.

Trinidad Rancheria has approached HBMWD to determine their willingness to provide water to the Rancheria to supplement the water from the City of Trinidad. HBMWD is the regional water wholesaler and their District Boundaries coincides generally with the MCSD boundary to the north, but since they are a water wholesaler, it would be possible for them to obtain a change in point of use from the State Water Resources Control Board to serve the Rancheria. MCSD's Service Area Boundaries end at Dows Prairie to the north, so we could not sell water directly to the Rancheria without approval from LAFCo to revise our Service Area Boundaries. However, HBMWD could likely utilize MCSD's system for "wheeling" water to the Rancheria. The MCSD system would then basically serve as an extension of the HBMWD distribution system. A waterline would still have to be constructed from the north end of the MCSD system to the Rancheria, but the use of the MCSD system would eliminate the need to construct a line from the HBWMD system in Arcata to the Rancheria. If this alternative is deemed feasible, the retail water contract would be between HBMWD and the

Rancheria; however, there would also need to be a contract between HBMWD and MCSD to recoup our costs for the use of our system.

There are numerous other questions and concerns associated with this alternative and the overall discussion of a waterline extension to the Trinidad Rancheria. The feasibility study would begin to address these questions, and again, HBMWD is interested at this juncture only in whether MCSD is willing to consider this alternative.

There are also various other community concerns, opinions, and background materials on this option for providing water to Trinidad Rancheria. Staff has included as **Attachment 2**, several letters, news articles and other background materials that have been included in the HBMWD Board packets at their June, July, August, October, November, and December Board meetings.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

The short-term fiscal analysis is expected to be minimal, assuming the Board does agree with Staff's recommendation that the costs associated with the preparation of the feasibility study be borne by others. A long-term fiscal analysis has not been completed, but it is expected it would be part of the feasibility study in order to develop a cost of the water to the Rancheria. Costs for the water would have to cover HBMWD's wholesale costs as well as the energy, system wear, and administration costs that MCSD would be paid for wheeling the water through our system.

**Environmental Requirements:**

Not applicable at this juncture. Any construction/connection would require CEQA analysis and permitting as well as other Local, State and Federal permits.

**Exhibits/Attachments:**

- Attachment 1 – HBMWD Letter to MCSD
- Attachment 2 – HBMWD Board Packet information including letters and articles



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

December 4, 2020

Trinidad City Council  
PO Box 390  
Trinidad CA 95570-0390

### Re: Participation in Feasibility Analysis to Extend HBMWD service to Trinidad

Dear Council Members,

As you may be aware, our District has been approached by the Trinidad Rancheria to explore the feasibility of extending municipal water service to their tribal lands near the City of Trinidad. Our District is in the initial stages of its investigation and analysis of this possibility. Would the City of Trinidad be interested in participating in this analysis? Please note that the feasibility analysis does not obligate or otherwise determine whether a waterline extension will be constructed.

We understand that the City has been conducting long range water planning and that one possible source of water resilience is potential supply from our Humboldt Bay Municipal Water District. If the City desires to keep this as a viable alternative, now is a good opportunity to investigate that possibility. As you know, sizing a waterline extension is dependent upon the water consumption demands by the end users. If a potential waterline to the Rancheria is sized only for their consumption needs, the possibility of a further extension to the City of Trinidad will be very unlikely and will cost considerably more.

The HBMWD Board directed that a feasibility analysis for the Rancheria move forward. We respectfully request that you indicate whether you would like to participate no later than by February 4, 2021. If we do not hear from you by then, we will assume that you are not interested and we will proceed with the feasibility analysis without the City of Trinidad.

HBMWD staff or Directors are available to attend a Trinidad City Council or committee meeting to answer any questions that you or your constituents may have regarding this feasibility analysis.

Respectfully,

  
John Friedenbach  
General Manager

Cc: Eli Naffah, Trinidad City Manager  
Steve Madrone, 5<sup>th</sup> District Supervisor

*Will be considered at  
Trinidad City Council  
meeting on Jan. 26<sup>th</sup>.*



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

December 4, 2020

Board of Directors  
Westhaven Community Services District  
PO Box 2015  
Trinidad CA 95570-2015

### Re: Participation in Feasibility Analysis to Extend HBMWD service to WCSD

Dear Board Members,

As you may be aware, our District has been approached by the Trinidad Rancheria to explore the feasibility of extending municipal water service to their tribal lands near the City of Trinidad. Our District is in the initial stages of its investigation and analysis of this possibility. Would the WCSD be interested in participating in this analysis? At our July Board meeting, your General Manager mentioned that he would be interested in exploring the feasibility of an intertie for supplemental water supply options to the WCSD if a waterline extension were to be sited near the WCSD boundary. Please note that the feasibility analysis does not obligate or otherwise determine whether a waterline extension will be constructed.

If WCSD has been conducting long range water planning, one possible source of water resilience is potential supply from our Humboldt Bay Municipal Water District. If WCSD desires to have this as a viable alternative, now is the opportunity to investigate that possibility. As you know, sizing a waterline extension is dependent upon the water consumption demands by the end users. If a potential waterline to the Rancheria is sized only for their consumption needs, the possibility of any future extension to or connection with WCSD will be very unlikely and will cost considerably more.

The HBMWD Board directed that a feasibility analysis for the Rancheria move forward, so we respectfully request that you indicate whether you would like to participate no later than by February 4, 2021. If we do not hear from you by then, we will assume that you are not interested and we will proceed with the feasibility analysis without the WCSD.

HBMWD staff or Directors are available to attend a WCSD board or committee meeting to answer any questions that you or your constituents may have regarding this feasibility analysis.

Respectfully,

John Friedenbach  
General Manager

Cc: Paul Rosenblatt, General Manager WCSD  
Steve Madrone, 5<sup>th</sup> District Supervisor

# WESTHAVEN COMMUNITY SERVICES DISTRICT

P.O. Box 2015 (446 B 6<sup>th</sup> Ave. Westhaven) Trinidad CA 95570 (707) 677-0798 wcsd@suddenlinkmail.com



## MEMORANDUM

**To:** Humboldt Bay Municipal Water District  
**From:** Paul Rosenblatt, General Manager, Westhaven Community Services District  
**Subject:** WCSD involvement in Trinidad Rancheria's request for water from HBMWD  
**Date:** 01 December 2020

At the 12 November 2020 meeting of the Humboldt Bay Municipal Water District (HBMWD), during discussion of the Trinidad Rancheria's (TR) request for an out of service-area water line extension to the TR's lands near Trinidad, HBMWD Board members repeatedly referred to an apparent interest of the Westhaven Community Services District (WCSD) to connect to the requested water line extension. This topic was discussed at the 18 November 2020 meeting of the Board of Directors of the WCSD. This memorandum is written at the request of the WCSD Board.

WCSD provides water to approximately 250 residential households within its Westhaven District. WCSD is currently engaged in a planning grant designed to secure additional groundwater supply (test wells to be drilled at three favorable locations) and a Technical Assistance Grant designed to determine a cost-effective treatment system for the WCSD's combined groundwater (wells) /surface water (Two Creek) supplies. Together, we hope that these efforts will expand our supply of water, while ensuring that state and federal disinfection byproduct standards are met, and will allow us to add additional high priority District resident's to our system who are not currently served (e.g., those existing homes with contaminated wells or those with insufficient supply).

When the WCSD was first formed in 1989, we explored the feasibility of hooking up to HBMWD. Our consulting engineer estimated the probable cost of bringing a line north from Dow's Prairie to Westhaven. The cost was so high that the Board dismissed the idea long ago and has not seriously reconsidered this option since. WCSD receives revenue solely from its water sales, our customers are from an economically disadvantaged community, and our current water charges to customers are high. We are not in a financial position to fund a mainline extension.

Although the WCSD has therefore not requested connection to the new line sought by the Trinidad Rancheria, I correctly expressed WCSD's interest in being fully consulted and briefed on the Rancheria's request as the HBMWD moves forward with its consideration. If, for example, HBMWD were to request that its mainline extension rely, in part, on the existing infrastructure of WCSD, or that the physical location of the proposed line extension were to pass through our District boundaries and impact our existing infrastructure, then we would very obviously be an "interested party" that must be consulted. If it were possible for additional fire suppression water to become available from a mainline extension, without charge to WCSD for construction of the extension itself, then WCSD would certainly be interested in that possibility.

To summarize, the WCSD expresses a desire to be kept abreast of HBMWD's response to the request of the Trinidad Rancheria for a mainline extension from HBMWD (via the McKinleyville Community Services District). But

the WCSD has no desire to augment or replace its water supply via a connection to the mainline extension requested by the Trinidad Rancheria. The WCSD takes no position on whether or not it is appropriate for the HBMWD to develop an out of service-area mainline extension to provide water to the TR's lands near Trinidad.

 Paul Rosenblatt

General Manager

Westhaven Community Services District

cc: Humboldt LAFCo; Humboldt County Board of Supervisors; CA Coastal Commission

**Sites Reservoir receives \$13.7 million in federal spending bill**

The reservoir has a proposed cost of \$3 billion

By [JORDAN SILVA-BENHAM](#) | [jsilva-benham@dailydemocrat.com](mailto:jsilva-benham@dailydemocrat.com) |

PUBLISHED: December 29, 2020 at 12:16 p.m. | UPDATED: December 30, 2020 at 3:26 p.m.

The Sites Reservoir was awarded \$13.7 million in the 2021 federal spending bill.

The 2021 federal spending bill was signed into law Sunday by President Donald Trump, which included \$1.4 trillion to fund government agencies and a \$900 billion pandemic relief package.

Sites Reservoir is proposed for construction in remote ranch lands in Colusa County, about 70 miles north of Sacramento. It was originally given a \$5.1 billion price tag, but the Sites Project Authority reduced it to \$3 billion in May.

The \$13.7 million was authorized through the Water Infrastructure Improvements for the Nation Act. With the money included in the federal spending bill, roughly \$23.7 million has been granted to the Bureau of Reclamation for Sites Reservoir, according to a statement from Sites.

“We thank our federal partners for their continued support of Sites Reservoir,” stated Fritz Durst, chairman of the Sites Project Authority. “Our representatives understand the importance and significance of Sites, and these investments help us maintain momentum and meet critical milestones to advance the project.”

The reservoir would work by diverting water from the Sacramento River in wet years, and releasing it in dry years for farms and cities throughout the state. Sites claims that their project would provide great benefits “to the people and environment of California, under the most challenging climate change scenarios.”

“Sites Reservoir is a unique collaboration between local, state and federal partners,” Durst stated. “With their support, we are on track to build an affordable, modern and sustainable water storage project for California.”

Sites had previously received a \$449 million loan from the USDA in 2018, and \$816 million from a decision by the Jerry Brown administration that same year to spend \$2.5 billion to help fund eight new large water projects across California.

That funding came from Proposition 1, a water bond approved by voters in November 2014, during California’s five-year drought.

The Sites Reservoir project is supported by 28 water agencies serving over 20 million Californians and irrigating millions of acres of agriculture, and has been endorsed by numerous organizations throughout Northern California and the Sacramento Valley Region.



**Humboldt Bay Municipal Water District**

To: Board of Directors

From: Chris Harris

Date: January 14, 2021

Re: Land License Agreement – Pacific State, Sukut, P31

**Information**

The next phase of the recovery efforts from the August Fire Complex for the Ruth Lake area includes structural debris removal and hazardous tree removal. As can be imagined, both of these processes are complex and time consuming. Completion of these tasks will involve multiple crews of CalOES sub-contractors from out of the area who have both current and prior experience in wildfire disaster recovery.

One of the challenges with getting these sub-contractors onsite to complete this work as rapidly and efficiently as possible is the lack of available public lodging. HBMWD has been actively involved in working with both the sub-contractor's offsite logistics coordinator as well as the RLCSO General Manager to help resolve this problem.

Another challenge with getting these sub-contractors onsite is space for staging the many large pieces of construction equipment needed for these tasks. During various meetings with District staff and the sub-contractors, a request was made to lease a large open area of land from the District. Due to the intended timing of the mobilization into the area (January 12, 2021), staff initiated the contract and is currently waiting for the signed copy to be returned.

**Staff Recommendation**

Staff recommends the Board ratify the land lease agreement with Pacific States, Sukut, P31, A Joint Adventure

**Attached**

License Agreement for Staging Area – Pacific States, Sukut, P31

Notice to Proceed from State of California to Pacific States, Sukut, P31

**LICENSE AGREEMENT**  
**FOR STAGING AREA**

This License Agreement for Staging Area ("**License Agreement**") is made and entered into this 24<sup>th</sup> day of December, 2020 (the "**Effective Date**") by Humboldt Bay Municipal Water District, hereinafter called "**LICENSOR**," and Pacific State-Sukut-P31, A Joint Adventure hereinafter called "**LICENSEE**"

**RECITALS:**

A. LICENSOR owns that certain real property located within Assessor's Parcel Number 020-100-27-00, at the latitude 40.294548 longitude -123.33764, south of Barlow Camp Road, on the east side of Mad River Road, hereinafter called "**Property**," located in the Town of Ruth, County of Trinity, State of California.

B. As part of the CalOES/FEMA August Complex Wildfire structural debris removal and hazard tree removal program, LICENSEE desires to partner with the LICENSOR to establish a Staging Area to support the command, control and coordination of the structural debris removal and hazard tree removal response on a portion of the Property.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to LICENSEE for use as a Staging Area as part of the CalOES/FEMA August Complex Wildfire structural debris removal and hazard tree removal program,

NOW, THEREFORE, for good and valuable consideration, LICENSOR and LICENSEE agree as follows:

1. **License Area.** The real property that is the subject of this License Agreement that may be used as a Staging Area are certain open space located on a portion of the Property consisting of approximately 10 acres, as depicted on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (the "**License Area**").
2. **Grant of License.** LICENSOR grants to LICENSEE a temporary, personal, and exclusive use of the License Area subject to the terms and conditions set forth in this License Agreement. "exclusive use" in this section refers only to the particular location(s) within the License Area as designated by LICENSOR for LICENSEE'S activities. LICENSEE requires exclusive use of the particular location(s) designated for its use to maintain safety and security of its operations.
3. **Use.** LICENSEE and its employees, contractors, agents and representatives ("**LICENSEE's Representatives**") may enter the License Area upon notice to LICENSOR for the sole purpose of establishing a Staging Area to support the command, control and coordination, including the staging of vehicles, equipment, supplies and materials used in connection with the structural debris removal and hazard tree removal, and the temporary residency of LICENSEE Representatives.

4. **Costs. License Fee.** LICENSEE shall be charged a license fee equal to \$4,356/month in connection with its use of the agreed License Area. This fee is payable to the Humboldt Bay Municipal Water District, 828 Seventh St, Eureka CA 95501. The license fee is due on the first day of each month. Partial months may be prorated.
5. **Term.** This License Agreement shall be for a term of three (3) to six (6) months commencing on January 1, 2021, and expiring June 30, 2021. This term may be extended by LICENSEE upon notification to LICENSOR within 14 days of the expiration of this agreement.
6. **Conditions.**
  - a) **As is.** LICENSEE accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this License Agreement subject thereto and to all matters disclosed thereby. Before opening the Staging Area, LICENSOR or its designee and LICENSEE will do a walk-through inspection to document pre-existing conditions. Where appropriate, LICENSEE will also call "811" via Underground Service Alert to obtain information on what utilities exist beneath the ground, in order to prevent damage to underground utility lines within the License Area. LICENSEE may request LICENSOR perform alterations, modifications or repairs, but LICENSEE understands and agrees that LICENSOR shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time.
  - b) **Restoration.** LICENSEE shall exercise reasonable care in the conduct of its Activities in the License Area. Upon closure of the Staging Area, LICENSEE shall remove all vehicles and personal property of LICENSEE and LICENSEE's Representatives, remove all debris and waste material resulting from LICENSEE's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to LICENSEE's entry hereunder. LICENSOR or its designee and LICENSEE will do a walk-through inspection of the premises to document the condition of the License Area both prior to initiating LICENSEE's Activities and also at the time of closure.
  - c) **Safe Condition.** LICENSEE, at LICENSEE's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during its actual use period.
  - d) **Lawful Use Only.** LICENSEE shall not use the License Area or permit anything to be done in or about the License Area which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in force relating to or effecting the consideration, use or occupancy of the License Area. LICENSEE shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall LICENSEE cause, maintain or permit any nuisance in, on or about the License Area.
  - e) **Mechanic's Liens.** LICENSEE shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by LICENSEE or at LICENSEE's request or for LICENSEE's benefit. If any mechanic's liens are placed on the Property in connection with LICENSEE's use or Activities, LICENSEE shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner

specified in California Civil Code Section 8424 or any successor statute.

- f) **Contact Information.** LICENSOR will provide LICENSEE with contact information of District staff contacts in calling order in **EXHIBIT "B."** This attachment shall be updated as needed to reflect current names and contact information.
7. **Indemnity.** LICENSEE shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with LICENSEE's Activities, or the entry on, occupancy or use of, the Property by LICENSEE or LICENSEE's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or LICENSEE; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by LICENSEE or LICENSEE's Representatives.
8. **Insurance.** LICENSEE shall maintain in full force and effect during the entire period of this Agreement, insurance coverage as follows:
- a) a. Commercial General Liability Insurance in amounts not less than \$1,000,000 for injury to one person and \$2,000,000 for injury to more than one person and general property damage insurance no less than \$1,000,000. Said policy shall name LICENSOR as an additional insured and provide LICENSOR with notice of cancellation thirty (30) days in advance.
- b. Workmen's Compensation Insurance as required by state statute.

**Prior to the commencement of operations, Contractor shall furnish to LICENSOR certificates of insurance showing that the required policies are in effect.**

9. **Governing Law.** This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
10. **Entire Agreement.** This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.
11. **Assignment.** This License Agreement is personal to LICENSEE, and LICENSEE shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.
12. **Attorneys' Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

13. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

14. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to consummate this License Agreement and all related documents.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"LICENSEE"

"LICENSOR"

Pacific State-Sukut-P31, A Joint Adventure

Humboldt Bay Municipal Water District,  
a Government Agency

By: 

By: 

Name: Robin Gomez

Name: John Friedenbach

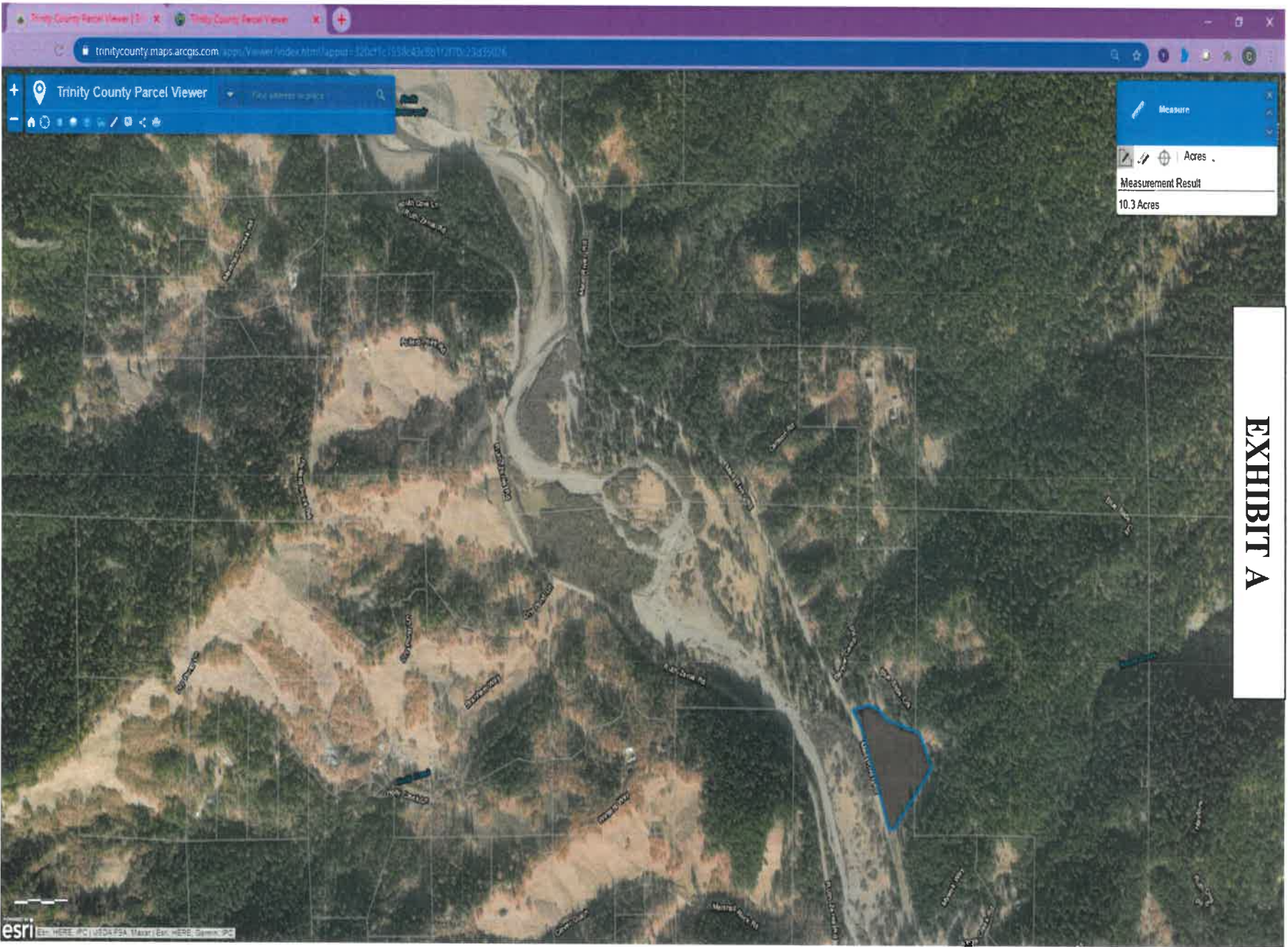
Its: Office Manager

Its: General Manager

Date: 1/7/2021

Date: 1/7/2021





**EXHIBIT A**

## EXHIBIT B

### Humboldt Bay Municipal Water District – Staff Contact List

**Chris Harris**

Business Manager  
Base – Eureka Main Office  
Office: 707-443-5018  
Cell: 707-367-2616  
Email: [harris@hbmwd.com](mailto:harris@hbmwd.com)

**Adam Jager**

Emergency Watershed Restoration Supervisor  
Base – Ruth Lake  
Cell: 707-497-9578  
Email: [ajager@hbmwd.com](mailto:ajager@hbmwd.com)

**Dale Davidsen**

Superintendent  
Base – Arcata Facility  
Office: 707-822-2918  
Cell: 707-496-1378  
Email: [supt@hbmwd.com](mailto:supt@hbmwd.com)

Emergency Contact:

**John Friedenbach**

General Manager  
Base – Eureka Main Office  
Office: 707-443-5018  
Cell: 707-362-7509  
Email: [friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)



## M E M O R A N D U M

**To:** Robert E. McCarrick, Manager  
Pacific States-Sukut-P31, A Joint Venture (PSP) **Date:** 27 November 2020

Jarrold Ramsey-Lewis, PE, CFE  
Contract Manager

**From:** \_\_\_\_\_  
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

**Subject: Notice to Proceed (NTP) for Contract No. DRR20072**

Congratulations on being awarded the contract for 2020 Fires Structural Debris & Hazard Tree Removal Services – Northern Branch (Contract No. DRR20072). This Notice to Proceed authorizes Pacific States-Sukut-P31, A Joint Venture (PSP) to start incurring reimbursable costs effective the executed contract date for contract number DRR20072. The purpose of this NTP is to allow PSP to begin organizing and making all necessary arrangements to **start work on November 30, 2020.**

PSP is responsible for complying with the terms and conditions of the signed 213 Agreement between PSP and CalRecycle. Additionally, PSP is responsible for managing its contractors, subcontractors, and other agents and ensuring their compliance with the contract provisions.

You are also required to produce the following documents prior to the commencement of work in certain locations:

1. Copies of all relevant permits;
2. All lease arrangements with the property owners for landfills, concrete or metals recycling facilities, and wood materials end use facilities;
3. Awarded Contractor shall furnish performance and payment bonds, each in the amount of 50 percent of the Contract Total, covering faithful performance of the Contract and payment of obligations arising thereunder;
4. Awarded contractor shall furnish to the State, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Samples Standard Agreement (Attachment B), Exhibit D, Insurance Requirements; and
5. Illness and Injury Prevention Program & Health and Safety Plan.

*Time periods are substantially shorter than typical structural debris and hazard tree removal projects in order to respond appropriately in the current emergency situation you will likely be required to begin deployment immediately upon award, possibly in advance of formal contract execution.* Notwithstanding, the CalRecycle Contracts Unit and Executive Management expects you to **commence work by November 30, 2020.**



Upon receipt of this NTP you are expected to deploy within forty-eight hours. Your Planning and Operations team shall contact the State's Operation and Planning team to coordinate and establish initial planning needs and deployment needs, including, but not limited to, Department of Transportation (DOT) fleet inspections and certifications, personnel onboarding, and deployment schedule. Upon receipt of this NTP, please contact the Operations Chief, Stephen Eto, at 916-693-7429 to arrange this meeting.

I will be the contract manager for DRR20072. Please keep me informed of changes to your staff contacts, address, phone number, etc. If you have any questions, please contact me at (916) 693-3673 or [Jarrod.Ramsey-Lewis@CalRecycle.ca.gov](mailto:Jarrod.Ramsey-Lewis@CalRecycle.ca.gov).

Cc: Chris Burns, Tetra Tech, [Chris.Burns@tetratech.com](mailto:Chris.Burns@tetratech.com)  
Cole Glenwright, Branch Director, [Cole.Glenwright@CalOES.ca.gov](mailto:Cole.Glenwright@CalOES.ca.gov)  
Stephen Eto, Debris Group Supervisor, [Stephen.Eto@CalRecycle.ca.gov](mailto:Stephen.Eto@CalRecycle.ca.gov)  
Pauline Totten, Branch Planner, [Pauline.Totten@CalRecycle.ca.gov](mailto:Pauline.Totten@CalRecycle.ca.gov)

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: Chris Harris

Date: January 14, 2021

Re: Land License Agreement – Morris Logging

**Information**

While the structural debris removal and hazardous tree removal process moves forward with CalOES sub-contractors, the District is also progressing with emergency salvage logging process (Board approved contact with Morris Logging in December 2020).

As can be imagined this process ALSO needs a large land area for sorting logs and staging the many pieces of equipment needed to complete this task. District staff has made arrangements for this contractor to utilize an area similar, but separate, from the CalOES sub-contractors. The contractor is intending to mobilize into the area the week of January 11<sup>th</sup>, weather depending.

**Staff Recommendation**

Staff recommends the Board approve the land license agreement with Morris Logging.

**Attached**

License Agreement for Staging Area – Morris Logging

**LICENSE AGREEMENT**  
**FOR STAGING AREA**

This License Agreement for Staging Area ("**License Agreement**") is made and entered into this 14<sup>th</sup> day of January, 2021 (the "**Effective Date**") by Humboldt Bay Municipal Water District, hereinafter called "**LICENSOR**," and Morris Logging hereinafter called "**LICENSEE**"

**RECITALS:**

A. LICENSOR owns that certain real property located within Assessor's Parcel Number 020-100-27-00, at the latitude 40.222376 longitude -123.33509, on the west side of Mad River Road, hereinafter called the "**Property**," located in the Town of Ruth, County of Trinity, State of California.

B. As part of the August Complex Wildfire Recovery and salvage logging process, LICENSEE desires to partner with the LICENSOR to establish a Staging Area to support the command, control and coordination of the salvage logging response on a portion of the Property.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to LICENSEE for use as a Staging Area as part of the August Complex Wildfire salvage logging process,

NOW, THEREFORE, for good and valuable consideration, LICENSOR and LICENSEE agree as follows:

1. **License Area.** The real property that is the subject of this License Agreement that may be used as a Staging Area are certain open space located on a portion of the Property consisting of approximately 10 acres, as depicted on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (the "**License Area**").
2. **Grant of License.** LICENSOR grants to LICENSEE a temporary, personal, and exclusive use of the License Area subject to the terms and conditions set forth in this License Agreement. "Exclusive use" in this section refers only to the particular location(s) within the License Area as designated by LICENSOR for LICENSEE'S activities. LICENSEE requires exclusive use of the particular location(s) designated for its use to maintain safety and security of its operations.
3. **Use.** LICENSEE and its employees, contractors, agents and representatives ("**LICENSEE's Representatives**") may enter the License Area upon notice to LICENSOR for the sole purpose of establishing a Staging Area to support the command, control and coordination, including the staging of vehicles, equipment, supplies and materials used in connection with the salvage logging, and the temporary residency of LICENSEE Representatives (collectively "Activities").
4. **Costs.** **License Fee.** LICENSEE shall be charged a license fee equal to \$4,356/month in connection with its use of the agreed License Area. This fee is payable to the Humboldt Bay Municipal Water District, 828 Seventh St, Eureka CA 95501. The license fee is due on the first day of each month. Partial months may be prorated.
5. **Term.** This License Agreement shall be for a term of six (6) months commencing on January 14, 2021, and expiring June 30, 2021, unless sooner terminated in accordance with the terms of this

License Agreement. This term may be extended by a period of six (6) months by LICENSEE upon notification to LICENSOR within 14 days of the expiration of the initial six-month term.

6. Conditions.

- a) **As is.** LICENSEE accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this License Agreement subject thereto and to all matters disclosed thereby. Before opening the Staging Area, LICENSOR or its designee and LICENSEE will do a walk-through inspection to document pre-existing conditions. Where appropriate, LICENSEE will also call "811" via Underground Service Alert to obtain information on what utilities exist beneath the ground, in order to prevent damage to underground utility lines within the License Area. LICENSEE may request LICENSOR perform alterations, modifications or repairs, but LICENSEE understands and agrees that LICENSOR shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time.
- b) **Restoration.** LICENSEE shall exercise reasonable care in the conduct of its Activities in the License Area. Upon closure of the Staging Area, LICENSEE shall remove all vehicles and personal property of LICENSEE and LICENSEE's Representatives, remove all debris and waste material resulting from LICENSEE's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to LICENSEE's entry hereunder. LICENSOR or its designee and LICENSEE will do a walk-through inspection of the premises to document the condition of the License Area both prior to initiating LICENSEE's Activities and also at the time of closure.
- c) **Safe Condition.** LICENSEE, at LICENSEE's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during its actual use period.
- i. LICENSEE acknowledges that potable water may be obtained at Ruth Rec through coordination with the Ruth Lake CSD General Manager, Caitlin Canale (707-599-7786).
- ii. LICENSEE acknowledges that due to the proximity of this parcel to the Mad River and Ruth Lake, as well as the location of this parcel within the flood plain, LICENSOR will NOT permit any type of septic system on site to be used for trailers or other crew lodging. LICENSEE is required to provide an alternate means (such as a scheduled waste service for removal of grey and black water) from any crew trailers or other lodging provided by LICENSEE.
- d) **Lawful Use Only.** LICENSEE shall not use the License Area or permit anything to be done in or about the License Area which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in force relating to or effecting the consideration, use or occupancy of the License Area. LICENSEE shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall LICENSEE cause, maintain or permit any nuisance in, on or about the License Area.
- i. LICENSEE acknowledges that Trinity County may require a Temporary Use Permit for the placement of trailers/crew lodging on the parcel. If required, LICENSOR will apply for and obtain said permit at its sole cost and expense.

- ii. If LICENSEE desires to withdraw water from Ruth Lake for the purpose of filling water trucks for dust control in connection with its salvage logging operations, LICENSEE must read and sign "Policy for Water Sales Outside the Buffer Strip" **EXHIBIT "B"** and complete an "Application for Permit" **EXHIBIT "C"**. LICENSEE truck(s) will be required to successfully pass a Quagga Inspection. LICENSEE truck(s) may not draw water from an alternate source without being subject to another Quagga Inspection.
  - e) **Mechanic's Liens.** LICENSEE shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by LICENSEE or at LICENSEE's request or for LICENSEE's benefit. If any mechanic's liens are placed on the Property in connection with LICENSEE's use or Activities, LICENSEE shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.
  - f) **Contact Information.** LICENSOR will provide LICENSEE with contact information of District staff contacts in calling order in **EXHIBIT "D."** This attachment shall be updated as needed to reflect current names and contact information.
7. **Indemnity.** LICENSEE shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with LICENSEE's Activities, or the entry on, occupancy or use of, the Property by LICENSEE or LICENSEE's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or LICENSEE; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by LICENSEE or LICENSEE's Representatives.
8. **Insurance.** LICENSEE shall maintain in full force and effect during the entire period of this Agreement, insurance coverage as follows:
- a) a. Commercial General Liability Insurance in amounts not less than \$1,000,000 for injury to one person and \$2,000,000 for injury to more than one person and general property damage insurance no less than \$1,000,000. Said policy shall name LICENSOR, its' directors, staff, etc, as an additional insured and provide LICENSOR with notice of cancellation thirty (30) days in advance.
  - b. Workmen's Compensation Insurance as required by state statute.
- Prior to the commencement of operations, Contractor shall furnish to LICENSOR certificates of insurance showing that the required policies are in effect.**
9. **Governing Law.** This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
10. **Entire Agreement.** This License Agreement supersedes all previous oral and written

agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

- 11. Assignment. This License Agreement is personal to LICENSEE, and LICENSEE shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.
- 12. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.
- 13. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.
- 14. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to consummate this License Agreement and all related documents.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"LICENSEE"

"LICENSOR"

Morris Logging

Humboldt Bay Municipal Water District,  
a Government Agency

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John Friedenbach

Its: \_\_\_\_\_

Its: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

SECTION B-3b, PAGE NO. 6



**EXHIBIT B**

**Humboldt Bay Municipal Water District  
Policy for Water Sales Outside The Buffer Strip**

**Policy:**

This policy expands the sale of Ruth Lake water to include agencies, their contractors, and private parties (not private property owners) using water outside the buffer strip for specified short term and intermittent purposes. Agencies include such entities as Trinity County and the U.S. Forest Service. Private parties include construction contractors and logging companies. The water is intended for use in road construction, maintenance and dust control. It is not the intent of this policy to charge for water used in fire fighting and related training.

Under this policy, agencies, their contractors, and private party contractors are required to obtain Water Use Permits directly from the District in order to use Ruth Lake water. An agency can obtain the permit directly from the District or require their contractor to obtain the permit. The applicant must specify the purpose that the water will be used. A permit is required before any water can be taken. Permits can be issued any time during the year but will expire on December 31.

The permit fee will be \$100 and includes the first 100,000 gallons of water taken from Ruth Lake. If the applicant knows at the time of making a permit application that more than 100,000 gallons will be used for the specified purpose, additional water may be requested at the time of application. If the district approves the request, the additional water will be charged out at the rate of \$50 per 100,000 gallons. If additional water is needed after the original permit has been issued, then a new permit application will need to be made under the same terms as the original permit (\$100 for the first 100,000 gallons). There will be no refunds for unused water. Permit fees are intended to cover administrative costs associated with the permit process as well as a cost of water component.

The Ruth Lake Water Permit will include the terms and conditions under which water can be taken, provisions to protect the District, and the fact that the water is not for potable use. If damage is done to any District lands and facilities in taking of the water, the permittee will be responsible for restoring District property to its original condition.

Designated District personnel and the permittee will sign the Permit. The permit is to be available at the job site or carried in the water truck for inspection purposes. Permittees will maintain logs listing all loads and quantity of water taken. These logs are to be submitted to the District upon completion of the specified purpose and before additional permits will be issued.

At the District's sole discretion, the District may, at any time, deny permit application and/or suspend existing permits.

I have read and agree to the HBMWD District Policy for Water Sales Outside the Buffer Zone.

\_\_\_\_\_ Name

\_\_\_\_\_ Date





**EXHIBIT D****Humboldt Bay Municipal Water District – Staff Contact List****Chris Harris**

Business Manager  
Base – Eureka Main Office  
Office: 707-443-5018  
Cell: 707-367-2616  
Email: [harris@hbmwd.com](mailto:harris@hbmwd.com)

**Adam Jager**

Emergency Watershed Restoration Supervisor  
Base – Ruth Lake  
Cell: 707-497-9578  
Email: [ajager@hbmwd.com](mailto:ajager@hbmwd.com)

**Dale Davidsen**

Superintendent  
Base – Arcata Facility  
Office: 707-822-2918  
Cell: 707-496-1378  
Email: [supt@hbmwd.com](mailto:supt@hbmwd.com)

Emergency Contact:

**John Friedenbach**

General Manager  
Base – Eureka Main Office  
Office: 707-443-5018  
Cell: 707-362-7509  
Email: [friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)



SECTION 8.30 PAGE NO. 1  
**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

**BOARD OF DIRECTORS**

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

**GENERAL MANAGER**

JOHN FRIEDENBACH

January 5, 2021

Ruth Lake CSD via email

RE: Wildfire Disaster Recovery

Dear Board Members,

The next phase of the recovery efforts from the August Fire Complex for the Ruth Lake area includes structural debris removal and hazardous tree removal. As can be imagined, both of these processes are complex and time consuming. Completion of these tasks will involve multiple crews of CalOES sub-contractors from out of the area who have both current and prior experience in wildfire disaster recovery.

One of the challenges with getting these sub-contractors onsite to complete this work as rapidly and efficiently as possible is the lack of available public lodging. HBMWD has been actively involved in working with both the sub-contractor's offsite logistics coordinator as well as the RLCSD General Manager to help resolve this problem.

As you are aware, RLCSD Policy 6050.10; Assignment/Transfer of Recreational Subleases, states in part: "...Subleases may be assigned, transferred, or sublet only with the prior written consent of the RLCSD." Section 6050.13 further states: "The Board of Directors may consent to the conditional transfer of a sublease in order to facilitate needed work accomplishment or completion of minor administrative tasks." Humboldt Bay Municipal Water District is supportive of allowing written permission to lease lot holders to temporarily sublet to government agencies or their sub-contractors based on review and approval of the RLCSD General Manager on a case-by-case basis during the period that wildfire disaster recovery efforts continue.

HBMWD views this temporary authorization to be in the best joint interest of all agencies involved by expediting the timeframe in which these recovery efforts are completed.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "John Friedenbach".

John Friedenbach

General Manager, HBMWD

**John Friedenbach**

---

**From:** Larson, Monty@Wildlife <Monty.Larson@wildlife.ca.gov>  
**Sent:** Tuesday, December 15, 2020 9:55 AM  
**To:** John Friedenbach  
**Cc:** 'Dennis Halligan'; 'Chris Harris'; 'Dale Davidsen'; Sanville, Cheri@Wildlife  
**Subject:** RE: Emergency Woody Debris Removal around Ruth Lake

John,

I discussed the emergency woody debris removal work the District has proposed around Ruth Lake with my management. The work may be conducted under the emergency notification with the following limits:

1. Woody Debris shall only be removed by hand crews, except for whole trees felled by PGE and left in stream channels (e.g. the trees near the District's Ruth Campground we observed last Friday).
2. Woody Debris removal shall be limited to pieces less than 12 inches diameter and less than 20 feet in length.
3. Woody debris embedded in the stream channel or bank of a stream shall not be removed.
4. Woody debris with greater than 50% of the roots embedded in the bed, bank, or channel of a stream shall not be removed.
5. No trees growing in or contributing to the stability of the bed, bank, channel shall be felled.

If you have any questions regarding these conditions send an email or call.

**Monty Larson**

Water Rights Coordinator, Region 1, Coastal  
619 Second Street  
Eureka, CA 95501  
707-496-2292  
monty.larson@wildlife.ca.gov



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

November 23, 2020

Via: [monty.larson@wildlife.ca.gov](mailto:monty.larson@wildlife.ca.gov)

Mr. Monty Larson  
Water Rights Coordinator, Region1, Coast  
619 Second Street  
Eureka CA 95501

### Re: Chapter 6 Section 1610 LSAA Exception

Dear Monty,

We are writing to inform you of our intentions to remove burned woody debris from the tributaries around Ruth Lake in Trinity County that have resulted from the August Complex wildfire. Our District is responding to this emergency situation that the wildfire has caused around Ruth Lake. As you know the wildfires in California have been declared both Federal and State disasters. It is our plan to remove the burned woody debris by hand and not use any large mechanical equipment. Therefore, there will be little disturbance to stream courses or water ways and sediment disturbance will be minimized.

Our understanding of Chapter 6, Section 1610 is that it provides an emergency exception to a formal 1600 LSSA permit for this work. The threat to life and property is that the woody debris created by the fire poses a threat to our R. W. Matthews dam. Our most likely probable dam failure mode is the scenario whereby wood debris clogs the spillway thus preventing full water conveyance this in turn causes the reservoir to fill to capacity and overtop the dam resulting in dam failure. In addition, if no action were taken by the District, the excessive amount of burnt woody debris that may be deposited into Ruth Lake during winter storm flows could result in a safety hazard to boaters.

My reading of Section 1610 is that we have to provide 14 days' notice to CDFW. I am unclear if that is pre-work or post-work initiation. Kindly consider this our official notice to CDFW. We have not begun the work, but intend to within 14 days from today.

Kindly email your response to us.

Thank you for your prompt attention to this matter.

Respectfully,

John Friedenbach,  
General Manager

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: Chris Harris

Date: January 14, 2021

Re: Current Erosion Control &amp; Fire Recovery Stats

**Status**

During the October Board Meeting, the board approved \$100,000 to begin erosion control work, and an additional \$100,000 to begin debris removal. These funds were intended to be used while staff worked to secure grant and FEMA funding.

FEMA has reached out to staff and scheduled a "Recovery Scoping Meeting" on January 7<sup>th</sup>. While staff will update the Board on the outcome of this virtual meeting during the January Board meeting, it is anticipated that the District will be able to file expense reimbursement claims to FEMA in the near future.

As of this writing staff has not received an update on the status of the NRCS grant funding application.

<b>August Complex Fire Recovery Expenses as of December 31, 2020</b>	
<b>Erosion Control</b>	<b>\$31,400</b>
<i>(24,175 feet of straw wattles have been installed 4.5 miles)</i>	
<b>Erosion Control Labor</b>	<b>\$28,500</b>
<i>(1,100 estimated hours)</i>	
<b>District Fire Loss Repairs (Insurance)</b>	<b>\$12,700</b>
<b>General Fire Recovery Expenses</b>	<b>\$2,400</b>
<b>Total Fire Recovery Expenses To-Date</b>	<b>\$75,000</b>

**Attached**

Pictures of Wattle Work – California Conservation Corps





















SECTION 8.3e PAGE NO. 10





SECTION 8.3e, PAGE NO. 7





SECTION 8.3c, PAGE NO. 8





SECTIONS 3e, PAGE NO. 9





SECTION 3c PAGE NO. 10





SECTION 8 & 3c PAGE NO. 11





SECTION 8 & 9, PAGE NO. 12



## After this year's wildfires, California must spend to manage forest health

- Napa Valley Register Dec 20, 2020 Robert Dugan

The uncontrolled wildfires that raged across California this year devastated lives, homes, forests and entire watersheds. We set a dubious record for most acres burned in a single year: **4.1 million** and counting.

It takes a long time to recover from such intense fires. In 2014, the **King Fire** burned 97,000 acres of vital American River watershed in Northern California, and we're still managing the consequences.

As representatives of urban and rural communities in this watershed, we appreciate that our lives are interconnected by the effects of wildfire. We understand how uncontrolled fire in our headwater forests can trigger cascading negative impacts on our water supplies, environment, recreational resources and economy – from the Sierra foothills to Sacramento's urban core into the Delta and beyond. We also know that the way we have historically managed our forests must change.

Today, millions of acres of forest, too crowded with trees and brush, are primed for catastrophic fire with little or no resilience to accommodate our changing climate. For this, we can blame last-century practices of extinguishing every forest fire as rapidly as possible. Lightning-caused fires and burning practices of indigenous people, which mitigated the risk of mega-fire, were stopped in the early 1900s. This allowed underbrush and small trees to crowd the park-like spaces between big trees that once defined our forests.

Forests can again function as they did historically and be more resilient to climate change, if Californians make several major shifts:

Local agencies must take the lead on forest restoration efforts. State and federal agencies can provide vital money and technical support. But the pressure to act must

arise from residents, elected officials and conservation organizations in fire-threatened watersheds. Also, each of us needs to accept that small-scale, controlled fires are a natural condition in California. After all, historical accounts tell us that smoky skies in the late summer were common long before the state was settled.

We must support more funding for forest thinning and prescribed fire. Case in point: The King Fire turned sections of the American River watershed into a virtual moonscape. Later, tons of ash, logs and soil eroded into hydropower and water supply facilities owned by **Placer County Water Agency**, threatening storage capacity and water quality for not just our Sacramento region but the Valley and Southern California as well.

Ever since, the Placer County Water Agency, Placer County, The Nature Conservancy, U.S. Forest Service and other partners have progressed on a 20,000-acre forest restoration project at French Meadows Reservoir, a vital water storage facility on the American River's Middle Fork. The project's goal is to use small, prescribed fires to eliminate overcrowded trees and brush that could stoke an inferno. Getting there has required six years of planning and hard work to mechanically remove undergrowth – using saws and tractors – so that a prescribed burn could occur safely.

Ultimately, we estimate the total project will cost \$18 million. That's a bargain when considering that federal officials spent \$117 million fighting the King Fire in 2014 and the countless tons of carbon that was released into the atmosphere.

Much more is needed statewide to address the tinderboxes like French Meadows that exist throughout California – **up to \$10 billion according to forest health experts**. Gov. Gavin Newsom and the Legislature were unsuccessful in their attempts earlier this year to boost funding for forest health projects. It's imperative that funding succeed in the year ahead.

That may require broad public support for a bond measure – your support – for the many public benefits these projects could yield. For example, restoring the natural, open condition of our forests is more accommodating for recreation and native species.

Remaining trees can grow bigger, making them more resistant to fires. And avoiding catastrophic fires prevents pollution caused by massive carbon release, post-fire storm runoff and sediment flows that shrink capacity in downstream reservoirs and impact cold water management to protect fisheries.

The fires of 2020 showed all of us how daily life is affected by uncontrolled wildfire. Our long summer of record heat, deadly **wildfires** and smoky skies may have left many Californians feeling hopeless about the state we cherish. But the future is actually very bright, if we turn our focus to the forests.

To: Board of Directors  
From: Chris Harris/Sherrie Sobol  
Date: January 14, 2021  
Re: Retail Rate Study

**Timeline**

At the November and December Board Meetings, staff reviewed the concept of a retail rate study with the Board. The Board approved moving forward using model “Option B” for the proposed five-year rate plan presented. The timeline for the study is as follows:

- January 2021 Board Meeting – Staff will briefly review the five-year rate plan. After discussion, the Board will select a date for the Public Hearing (impacted customers must receive notice of public hearing 45-days in advance).
- March 11, 2021 or April 8, 2021 Board Meeting – Required public hearing (Proposition 218) for proposed resolution on rates for retail water service<sup>1</sup>.
- July 1, 2021 – New rates go into effect for Humboldt Bay retail customers.

**Review**

As discussed in December, a retail rate study is used to develop a five-year rate plan. A retail rate study consists of three analyses:

1. Revenue Requirement
2. Cost-of-Service
3. Rate Design
  - a. Model Comparison
  - b. Recommended Model

The end product of a retail rate **study** is a retail rate **model**. The retail rate model is then used to create a five-year retail rate **plan**. The five-year rate plan consists of the retail water rates for the next five years that are designed to fully recover the costs of operating and maintaining the retail water system. In December, staff presented two model options (Option A and Option B). Due to its improved cost

---

<sup>1</sup> Customers may prevent the adoption of a rate change by submitting protests in writing. If there is a majority protest (50% + 1), the resolution cannot be passed. If there is NO majority protest, the Board can adopt the resolution on rates for retail water service.

allocation, staff recommended model Option B. The model is able to improve allocation by segregating the base charge category into several sub-categories.

**Base Charge Sub-Categories:**

1. Base-capacity ratio – Costs related to retail operations and maintenance, including a portion of wholesale costs that helps ensure there is water available in the retail system (even if there was no usage). Costs are split among customers by meter size (per AWWA meter capacity ratios). A ratio of 1:93 (5/8" meter:8" meter) was used due to the meter types used in the system.
2. Base-flat rate – Costs related to customer service and billing (Eureka office payroll and administration costs). Costs are allocated among all customers evenly.
3. Base Capital Replacement (CR) – Costs related to capital replacement. Costs are allocated between service areas and then by meter size per AWWA meter equivalency cost ratios.
4. Backflow – Costs related to backflow testing and certification. Costs are deducted from retail specific costs and assessed as a flat fee to customers with backflow devices.
5. Fire Suppression (FS) Reserved Usage – Costs related to providing fire service capacity. Costs are deducted from wholesale costs and assigned to customers per AWWA fire demand ratios. Public fire protection costs are built into the base charge of Fairhaven customers and private fire protection is assessed as a fee to customers with the service.

Under model Option B, the usage charge category is distributed to customers using a flat consumption rate (dollar amount per hundred cubic feet of water usage). The usage charge category consists of the wholesale expenses, excluding expenses associated with ensuring water is always available in the system for use. These excluded wholesale expenses were reassigned to base charge subcategories (base-capacity ratio or FS reserved usage).

In order to smoothly transition into new AWWA ratios and spread the increase over the five-year rate study period, a phased-in approach was used in the planning process. This includes phasing in some of the rate increases and rate model modifications. The resulting rates for the next five years can be seen in Appendix I. This phase-in approach will prevent large increases in water bills the first year (the median water bill increasing \$8.55) and ensure that the retail water fund balances over the next five years. Capital replacement costs are being transitioned from a flat rate by service area to an equivalency cost ratio<sup>2</sup> by area; this ratio is being phased in for the Fairhaven group.

---

<sup>2</sup> Cost ratio of 1:35 (5/8" meter:8" meter)

**Next Steps**

- The Board will schedule a date for the Public Hearing during the January Board Meeting. The purpose of the Public Hearing will be for discussion and possible approval of the proposed resolution on rates for retail water service.
- Notices to impacted customers for the Public Hearing must be mailed at least 45-days in advance of the hearing date, in accordance with Proposition 218.
- The Board may approve the proposed resolution for retail water service at the public hearing<sup>3</sup>.

**Attached**

Appendix 1 – Projected Monthly Base Charges

Retail Water Rate Study PowerPoint Presentation

---

<sup>3</sup> Customers may prevent the adoption of a rate change by submitting protests in writing. If there is a majority protest (50% + 1), the resolution cannot be passed. If there is NO majority protest, the Board can adopt the resolution on rates for retail water service.

## Appendix I

		Current (FY 20/21)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
<b>Category 1 - Fairhaven Distribution Grid</b>	<b>Meter Size</b>	Monthly Base Charge	<b>Monthly Base Charge</b>				
	5/8 x 3/4"	61.76	\$ 63.54	\$ 64.28	\$ 69.85	\$ 71.64	\$ 72.78
	1"	70.24	\$ 104.02	\$ 118.76	\$ 124.40	\$ 125.60	\$ 127.42
	1.5"	78.72	\$ 129.36	\$ 178.65	\$ 204.04	\$ 221.83	\$ 224.96
	2"	95.66	\$ 159.04	\$ 211.42	\$ 241.35	\$ 261.06	\$ 264.92
	3"	163.47	\$ 289.49	\$ 354.63	\$ 405.21	\$ 433.41	\$ 440.41
	4"	290.6	\$ 481.00	\$ 591.44	\$ 662.86	\$ 698.41	\$ 720.74
	6"	403.62	\$ 878.64	\$ 1,027.23	\$ 1,162.19	\$ 1,223.75	\$ 1,255.51
	8"	657.91	\$ 1,425.95	\$ 1,624.96	\$ 1,849.05	\$ 1,946.72	\$ 1,991.15
	6" FS Only	839.31*	\$ 847.65	\$ 988.70	\$ 1,122.36	\$ 1,182.56	\$ 1,212.92
8" FS Only	1397.84*	\$ 1,390.92	\$ 1,581.41	\$ 1,804.02	\$ 1,900.16	\$ 1,943.00	
<b>Category 2 - Outside the Fairhaven Distribution Grid</b>	<b>Meter Size</b>	Monthly Base Charge	<b>Monthly Base Charge</b>				
	5/8 x 3/4"	29.08	\$ 35.71	\$ 39.66	\$ 46.21	\$ 48.83	\$ 49.81
	1"	37.44	\$ 49.63	\$ 55.32	\$ 63.55	\$ 66.97	\$ 68.38
	1.5"	45.79	\$ 80.41	\$ 89.70	\$ 101.97	\$ 107.22	\$ 109.50
	2"	62.49	\$ 114.98	\$ 128.16	\$ 145.17	\$ 152.53	\$ 155.75
	3"	129.29	\$ 262.90	\$ 291.84	\$ 330.18	\$ 346.77	\$ 353.87
	4"	254.54	\$ 422.27	\$ 467.36	\$ 529.74	\$ 556.45	\$ 567.55
	6"	365.89	\$ 834.83	\$ 920.22	\$ 1,046.72	\$ 1,100.05	\$ 1,121.19
	8"	616.43	\$ 1,390.01	\$ 1,527.09	\$ 1,743.02	\$ 1,832.78	\$ 1,866.93
	6" FS Only	839.31*	\$ 753.34	\$ 834.59	\$ 960.63	\$ 1,013.54	\$ 1,033.50
8" FS Only	1397.84*	\$ 1,296.61	\$ 1,427.30	\$ 1,642.29	\$ 1,731.14	\$ 1,763.58	
<b>USAGE</b>	<b>Per HCF</b>	\$0.00 - \$2.29	\$ 1.30	\$ 1.30	\$ 1.30	\$ 1.30	\$ 1.30

\* approximate base charge, each customer has unique capital replacement charge





# HBMWD Retail Water Rate Study

JANUARY 14, 2021

---



# Overview

- ❖ Review
- ❖ Board Supported Model
- ❖ Recap
- ❖ Next Steps

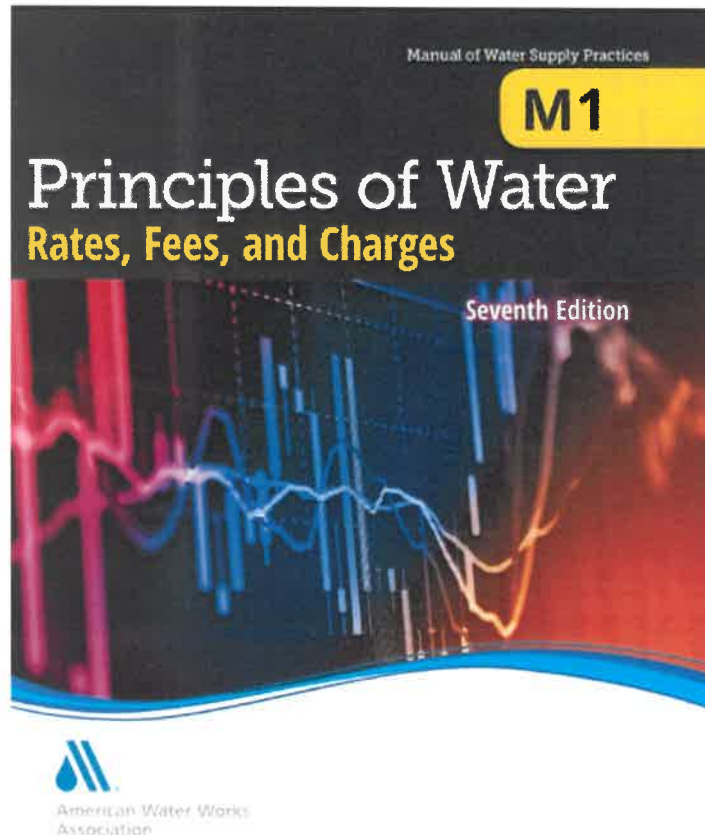


## Review

- Introduced retail rate study at November and December board meetings.
- In December, Board supported:
  - ❖ Using AWWA MI Principles of Water Rates, Fees and Charges as a guide to establish methods and ratios in rate setting.
  - ❖ Establishing a separate fee for customers with backflow devices.
  - ❖ Establishing public fire service charges, to be incorporated into the Fairhaven base charge.
  - ❖ Using the recommended model (Option B) to establish rates.



# Board Supported Model



- Based off AWWA's Manual M1 (industry standard)
- Distributes costs fairly among rate groups
- Reduces the burden on residential customers

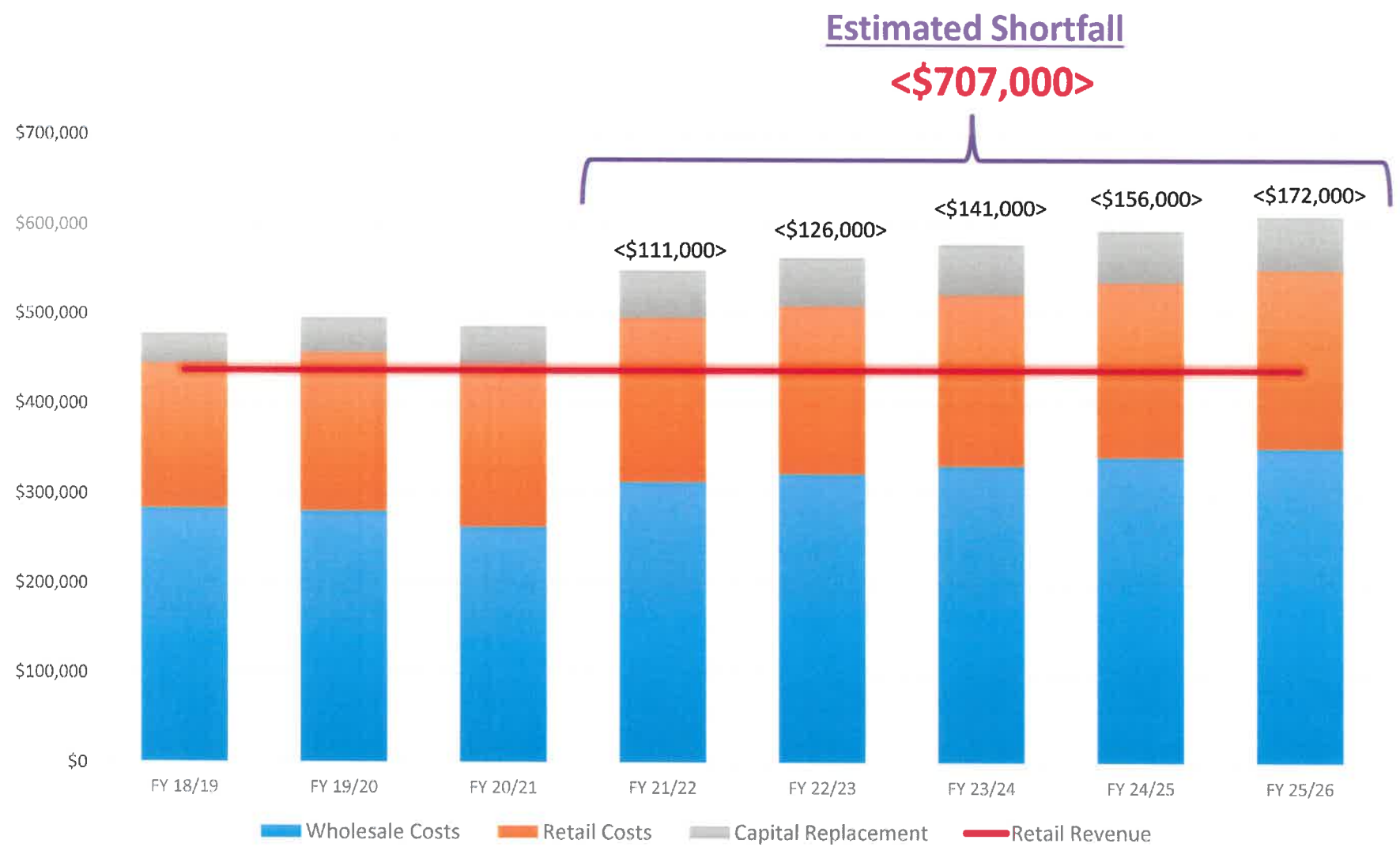


# Recap – Revenue/Expense Comparison

Retail Revenues and Expenses FY18/19		
<b>Retail Revenue FY18/19</b>		
<i>Revenue</i>		
Potable Water Sales	\$367,408	
Fire Suppression Sales	\$36,839	
Capital Replacement	\$33,288	
	\$437,535	
<b>Total Current Revenues</b>		<b>\$437,535</b>
<b>Expenses FY18/19</b>		
<i>Wholesale Costs</i>		
Price Factor 1 – 4		<b>\$284,388</b>
<i>Retail-Specific O&amp;M Costs</i>		
Payroll, Ops, Maintenance, & Admin		<b>\$160,938</b>
<i>Capital Replacement Reserves</i>		
Fairhaven Distribution System & Meter Replacement	\$21,197	
Non-Fairhaven Distribution System Replacement	\$11,721	
	\$32,918	
<b>Total Current Expenses</b>		<b>\$478,244</b>
<b>Shortfall</b>		<b>-\$40,709</b>



# Recap – Shortfall Using Current Rates





# ❖ Recap – Proposed Changes in New Rates

## Service Protection – Backflow Devices

Costs associated with backflow devices for training, certification and staff time



<i>Proposed Monthly Backflow Fee (per device)</i>	
<i>Recommended Model</i>	\$ 8.00





# ❖ Recap – Proposed Changes in New Rates

Service Type – Public Fire Suppression

<i>Public Meter Size Group</i>	<i>Fire Flow Requirement</i>	<i>Monthly Charge</i>
<i>5/8" – 3/4"</i>	1000 gpm	\$3.10
<i>1" – 3"</i>	2000 gpm	\$6.20
<i>4" or greater</i>	3500 gpm	\$10.85



## ❖ Recap – Proposed Changes in New Rates

### Service Type – Private Fire Suppression

<i>Private Meter Size Group</i>	<i>Monthly Charge</i>
4"	\$5.75
6"	\$16.69
8"	\$35.57

**Current 8" FS Base Rate**  
**\$1,397**

**Suggested 8" FS Base Rate**  
**\$1,368**

Most fire services will see increase in bill due to Capital Replacement and/or Usage Charges

# ❖ Recap – Proposed Changes in New Rates

## Service Usage – Flat Rate



### *Proposed Consumption Rates (in Cubic Feet)\**

*\*1 CF = 7.48 gallons*

*Recommended Model*

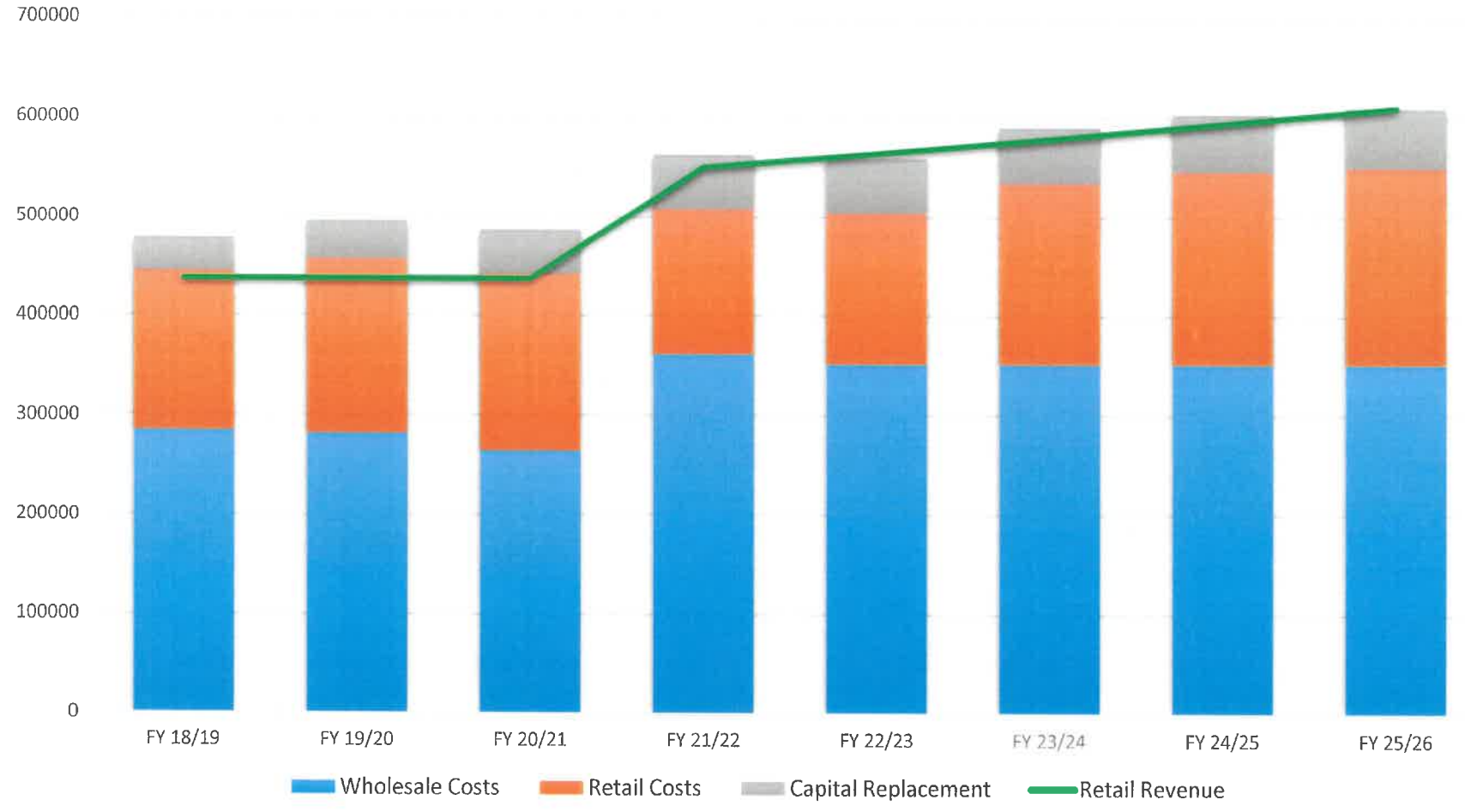
\$ 1.30



# ❖ Recap – Projection Using Proposed Rates

## *Proposed Rates With Phased-In Approach*

### Projected Expenses vs. Ideal Revenue



# ❖ Recap - Customer Impacts

## Current vs New Base Charge

	Meter Size	Current - Base Charge	New - Base Charge
<b>Category 1 - Fairhaven</b>	5/8 x 3/4"	\$ 61.76	\$ 63.54
	1"	\$ 70.24	\$ 104.02
	1.5"	\$ 78.72	\$ 129.36
	2"	\$ 95.66	\$ 159.04
	3"	\$ 163.47	\$ 289.49
	4"	\$ 290.60	\$ 481.00
	6"	\$ 403.62	\$ 878.64
	8"	\$ 657.91	\$ 1,425.95
<b>Category 2 – Non- Fairhaven</b>	5/8 x 3/4"	\$ 29.46	\$ 35.71
	1"	\$ 37.94	\$ 49.63
	1.5"	\$ 46.42	\$ 80.41
	2"	\$ 63.36	\$ 114.98
	3"	\$ 131.17	\$ 262.90
	4"	\$ 258.30	\$ 422.27
	6"	\$ 371.32	\$ 834.83
	8"	\$ 625.61	\$ 1,390.01
<b>Category 3 – Large Businesses</b>	4"x1" Compound Meter	\$ 327.38	\$ 481.00
	4"x2" Compound Meter	\$ 309.31	\$ 878.64
	6"x2" Compound Meter	\$ 454.10	\$ 878.64
<b>Category 4 – Standby Fire Charges</b>	6" Meter	\$ 860.89	\$ 878.64
	8" Meter	\$ 1,488.97	\$ 1,425.95
	8"x2" Compound Meter	\$ 1,563.72	\$ 1,425.95



# Recap – Monthly Bill Examples

Water Bill Examples					
Actual Customer Accounts with Average Usage	Avg Usage	Current Bill 20/21	Proposed Bill 21/22	\$ Difference	% Difference
5/8" Fairhaven	600 CF	\$ 63.75	\$ 71.34	\$7.59	11.9 %
5/8" Fairhaven	1,000 CF	\$ 71.71	\$ 76.54	\$4.83	6.7 %
5/8" Non-Fairhaven	600 CF	\$ 31.45	\$ 43.51	\$12.06	38.4 %
5/8" Non-Fairhaven	1,000 CF	\$ 39.41	\$ 48.71	\$9.30	23.6 %
2" Fairhaven	6,300 CF	\$ 219.53	\$ 240.94	\$21.41	9.8 %
1.5" Non-Fairhaven	550 CF	\$ 47.96	\$ 87.56	\$39.60	82.6 %
4"x1" Compound Meter	1,367,933 CF	\$ 15,783.48	\$ 18,272.13	\$2,488.65	15.8 %
6"x2" Compound Meter	20,267 CF	\$ 893.33	\$ 1,150.11	\$256.78	28.7 %
4"x2" Compound Meter	393,256 CF	\$ 5,628.77	\$ 6,015.66	\$386.89	6.9 %
6"x2" Compound Meter	14,875 CF	\$ 774.34	\$ 1,096.71	\$322.37	41.6 %
8"x2" Compound Meter	1,960 CF	\$ 1,603.32	\$ 1,501.50	<\$101.82>	-6.4 %





# Recap – Comparison to Other Agencies

## Monthly Bill – 5/8" Meter w/500 Cubic Feet Consumption





## Next Steps

### *Proposition 218 Process*

- *Board to pick a date for Public Hearing*
- *Customers to receive Notice of Public Hearing no less than 45 days in advance*
- *Based on time constraints, staff suggests either March 11 or April 8 for Public Hearing at 5:30 (after the Board meeting)*

**Responses to LAFCo request for information**

1. **Administration and staffing** <https://www.hbmwd.com/hbmwd-org-chart>
2. **Financial Information** <https://www.hbmwd.com/financial-reports>
3. **Water Planning** <https://www.hbmwd.com/water-resource-planning>
4. **Water Supply**

The District produces approximately 3 billion gallons of potable water per year from four active collectors. The District's water quality test results are reported on in the Consumer Confidence Report, which can be found on the District website:  
<https://www.hbmwd.com/consumer-confidence-report>
5. **Wholesale Customers**

The wholesale water demand varies between 200-300 million gallons per month.
6. **Retail Customers**

Fieldbrook is a wholesale customer, not a retail customer of the District. Our District has a management contract with the Fieldbrook Glendale Community Services District to perform their retail billing and water infrastructure maintenance.

HBMWD has 206 active service connections in the Fairhaven, Arcata Bottoms and West End/Warren Creek Road area. The normal retail water demand varies between 11-22 million gallons per month. The largest user, the DG Fairhaven power plant, normally consumes between 9-16 million gallons per month. When the power plant is offline, the retail demand drops drastically.
7. **Infrastructure**

The Capital Improvement Plan can be viewed at:  
<https://www.hbmwd.com/files/fc6ba8356/HBMWD+CIP+-Main+Body+%28Final+Plan+for+Feb+2017+Meeting%29.pdf>
8. **District Boundary** There are no connections or services outside of our boundaries at this time. The Trinidad Rancheria has requested HBMWD to investigate the possibility of extending a service line to them.
9. **Parks and Recreation** The District's Mission does not include parks and recreation therefore, there is no plan or data on park use available. The District does have two parks, Park 1 at our Essex facility and Park 4 off of Warren Creek Road by our Collector 4. HBMWD Board approved Ordinance 22 <https://www.hbmwd.com/ordinance-22> in February 2019 and Establishes Rates, Rules and Regulations for Use of

Lands by the Humboldt Bay Municipal Water District.

HBMWD also owns Ruth Lake Reservoir in Trinity County. HBMWD signed a Master Lease with Trinity County and Trinity County signed a sublease with Ruth Lake Community Services District to deal with the recreation aspects at Ruth Lake. It is clearly stated in the lease that the primary purpose of Ruth Lake is a source of municipal drinking water and industrial water with recreation being secondary.

**10. Other. Any additional information or topics of interest?**



**DATE:** July 24, 2020  
**TO:** John Friedenbach, HBMWD General Manager  
**FROM:** Krystle Heaney, LAFCo Analyst  
**SUBJECT:** Information Request for Humboldt Bay Municipal Water District - Municipal Services Review and Sphere of Influence Update

Humboldt LAFCo is proceeding with the Municipal Service Review (MSR) and Sphere of Influence (SOI) Update for the Humboldt Bay Municipal Water District. The MSR process involves collecting data and drafting an agency profile that details the existing level of services, governance, and financial standing for the district.

LAFCo staff is beginning to pull together information from existing resources, including information provided on the District's website. The following is a preliminary list of questions that will help us begin drafting the MSR and SOI update:

1. Administration and staffing. Do you have a current organizational chart available? If not, can you please provide a list of the different departments within the District and average FTE employees for each?
2. Financial Information. The past five years' worth of adopted budgets and if available, the completed audit for FY2018/19. Have there been any rate fee studies in the last five years? If so, can you please provide the study?
3. Water Planning. Could you provide a summary and/or related documents for the District's Water Use Planning that commenced in 2009? We would like to document the District's planning process, implementation plans, and priorities.
4. Water Supply. Information on water production and quality from District wells.
5. Wholesale Customers. Service demand information for the District's wholesale customers. Any relevant information on contract terms or wholesale needs.
6. Retail Customers. Information on the current number of retail service connections, location of connections, and average monthly water demand over the course of a year. Are retail customers limited to Fieldbrook and Fairhaven?
7. Infrastructure. Have there been any comprehensive infrastructure assessments in the past five years? If so, can you please provide the study? Information on the District's current Capital Improvement Program. If possible, GIS layers showing District lines and other associated infrastructure.
8. District Boundary. We are going to do more research on the TRAs and boundary in Trinity County (ruth lake area). To your knowledge, are there any connections or services outside of the current District boundary?

9. Parks and Recreation. Is there a current Parks and Recreation Plan available? Is there any data available on park use?

10. Other. Any additional information or topics of interest?

If you have any questions for need clarification on the above requested items please feel free to contact me anytime at [krystleh@humboldtlafo.org](mailto:krystleh@humboldtlafo.org). Thank you again for your assistance with this MSR update.



# New Business

## **Section 5 Internal Organization – Officers, appointed positions and Employees**

### **Section 5.1 - Election of president; vice president**

At its first meeting in the month of January of each odd-numbered year, the board must elect one of its members president. The board may at any meeting elect one of its members vice president. If the president is absent or unable to act, the vice president shall exercise the powers of the president.

### **Section 5.2 - Appointments**

The board will appoint, by a majority vote, a secretary, treasurer, attorney, general manager, and auditor, and shall define their duties and fix their compensation. The board may at any meeting appoint an assistant secretary and assistant treasurer. Each of these shall serve at the pleasure of the board. The board may consolidate the offices of secretary and treasurer.

### **Section 5.3 - Employment of employees**

The board may employ additional employees as it deems necessary to efficiently maintain and operate the district.

### **Section 5.4 - President and secretary**

The president and secretary, in addition to the duties imposed on them by law, will perform such duties as may be imposed on them by the board.

### **Section 5.5 - Treasurer**

The treasurer, or other persons as may be authorized by the board, will draw checks to pay demands when such demands have been audited and approved in the manner prescribed by the board.

### **Section 5.6 - General Manager**

Subject to the approval of the Board of Directors, the General Manager has:

- (a) full charge and control of the construction, maintenance, and operation, of the water system,
- (b) full power and authority to employ and discharge all employees and assistants (other than the officers referred to in Section 5.2 above) and prescribe their duties, and fix their compensation.

The general manager will also perform other duties as prescribed by the board.

### **Section 5.7 – Legal Counsel**

The attorney will be the legal counsel of the district and will perform other duties as may be prescribed by the board.

### **Section 5.8 – Auditor**

On an annual basis, the auditor shall review District financial transactions for accuracy and transparency as well as to ensure compliance with all applicable GAAP and GASB requirements. Upon completions of this annual review and analysis, the auditor shall issue Audited Financial Statements for the District.

### **Section 5.9 – Committees**

The Board may create committees, either standing or ad-hoc, and prescribe their duties and authority. Prior to appointment of board members to any committee, the President shall initiate a discussion to answer any questions about the purpose of the committee, and to assess board members' interest and availability to serve on that committee. Following such discussion, the President shall nominate board members to serve on the committee, following which the Board shall approve the nomination(s). No more than two board members may serve on the same committee.

Appendix E contains a listing of the District's current officers, other appointments, and the current committee members and charters.

(Water Code Section 71273 and Section 71340 and following)

**HBMWD Committees:**

- **Audit Committee** – This is a standing committee comprised of the Secretary/Treasurer and one additional Board member. Director Woo is serving as the second Board member.
- **Board Policy and Evaluations Committee**- This is an ad-hoc committee to review the Board Policy Manual; the evaluation process for the General Manager and Legal Counsel; and assist the Board in making any changes to improve the manual and evaluation process. The committee is composed of the Board President and one additional member who is nominated by the President and approved by the Board. Director Rupp is serving as the second Board member.
- **Mad River Policy Committee**-This is an ad-hoc advisory committee formed to help protect the District's interest in the Mad River. The committee will be able to attend meetings, and report back to Board the outcomes and recommend any actions to ensure the Mad River watershed is protected. The committee is composed of the General Manager, Board President and one additional Board member who is nominated by the President and approved by the Board, OR two Board members approved by the Board and the General Manager. Directors Fuller and Woo are on the committee.
- **Education and Outreach Committee**-This is an ad-hoc advisory committee to provide education and outreach to the public on various topics as needed.
- **Water Resource Planning Advisory Committee**- This is an ad-hoc advisory committee to provide advice and counsel to the Board of Directors regarding protection of the District's water rights, and additional beneficial use of water pursuant to the District's water rights permits. Directors Rupp and Woo are on the committee.
- **Water Resource Planning-Instream Flow Committee** – This is an ad-hoc committee to support planning and assessment work to determine the feasibility of an instream flow dedication in the Mad River. The committee is composed of two Board members, appointed by the President (with the consent of the majority of the Board) and the General Manager. Directors Fuller and Woo are on the committee.
- **Water Resource Planning-Transport Committee** – This is an ad-hoc committee to assist with market research, assessment, and identification of potential agencies/districts which may be viable candidates for a water transfer in accordance with the District's Term Sheet for Transfer of Water. The committee is composed of two Board members, appointed by the President (with the consent of the majority of the Board) and the General Manager. Directors Rupp and Latt are on the committee.
- **Water Task Force** – This is an ad-hoc committee comprised of one Board/Council member and one management representative from the District and each of the Municipalities and the RLCSD. The Task Force is convened on an as needed basis to address items of significance for the regional water system. The President has served as our Board representative and the General Manager as our staff representative. Director Latt is currently serving as the alternate Board representative.
- **Website and Social Media Committee**-this is an ad-hoc committee to provide advice and direction to upgrade the District's website, and on use of social media. The committee is composed of two Board members appointed by the President and both the General Manager and the Business Manager.

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT Officers and Committee Assignments

Officers of the District	Incumbent/Member	Term
President	Sheri Woo	Until new appointment by Board (odd numbered years)
Vice President	Neal Latt	Until new appointment by Board
Secretary-Treasurer	J. Bruce Rupp	Until new appointment by Board
Assistant Secretary Treasurer	Michelle Fuller	Until new appointment by Board
General Manager	John Friedenbach	Until new appointment by Board
Attorney	Ryan Plotz and Russ Gans of Mitchell, Brisso, Delaney & Vrieze	Until new appointment by Board
Auditor	R.J. Ricciardi, Inc.	Until new appointment by Board
<b>Other Assignments/Appointments</b>		
ACWA Region 1 Board Member	J. Bruce Rupp	Next Election
ACWA-JPIA Board Member	J. Bruce Rupp (regular) John Friedenbach (alternate) Michelle Fuller (alternate)	Until new appointment by Board
JPIA Employee Benefits Committee	J. Bruce Rupp	Until new appointment
JPIA Executive Committee	J. Bruce Rupp	Until new appointment
ACWA Finance Committee, Vice Chair	J. Bruce Rupp	Until new appointment
RREDC Board Member	Neal Latt (regular) David Lindberg (alternate)	Until new appointment by Board
RCEA Board Member	Sheri Woo (regular) Michelle Fuller (alternate)	Until new appointment by Board
Countywide RDA Oversight Board Member	J. Bruce Rupp	Until Next Election Cycle
<b>Committee Assignments (Charters Attached)</b>		
Audit Committee	Secretary/Treasurer with Sheri Woo (2013)	Secretary/Treasurer is standing member and second Director appointed year-to-year



**HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
Officers and Committee Assignments**

<b>Committee Assignments (Con't) (Charters Attached)</b>		
Water Task Force	One Board/Council member and one management representative from District and each Municipality (may also include a representative from wholesale industrial customer) and Ruth Lake CSD  HBMWD Members: President Sheri Woo and GM Alternate: Neal Latt	Until new appointment
Water Resource Planning Advisory Committee	Bruce Rupp and Sheri Woo	Until new appointment
Committee to Support and Advance Local Water Sales and Advance Consideration of "Transport" Option	J. Bruce Rupp and Neal Latt	Until new appointment
Committee to Support Consideration of an Instream Flow Dedication in the Mad River	Sheri Woo and Michelle Fuller	Until new appointment
Board Policy & Evaluations Committee	President and J. Bruce Rupp	Until new appointment
Education and Outreach Committee	David Lindberg and Michelle Fuller	Until new appointment
District Website Social Media Ad-Hoc Committee	Sheri Woo and Michelle Fuller, Business Manager	Until new appointment
Mad River Policy Committee	Board President and Director Fuller	Until new appointment

To: Board of Directors  
From: Chris Harris  
Date: January 14, 2021  
Re: Temporary Modification to District Excess Vacation Hours and Leave Bank Policies

**Background**

As the Board is aware, effective March 20, 2020, a statewide shelter-in-place order was issued due to the COVID-19 pandemic. While the local impacts of this order have changed and evolved over the course of the past year, in general, the ease and ability of employees to travel has been greatly impacted. In addition to this, the District has repeatedly encouraged employees to be highly cautious of potential exposure risks due to the impact any outbreak would have on the functionality of the District. This and other indirect COVID-19 impacts have resulted in less vacation and leave time being used this calendar year by the District’s employees.

Limitations per Employee Handbook:

**Section 4001.1 – Vacation:** *Vacation days in excess (of the below limits)...will be paid out by the District at the end of the calendar year in which the accumulation limit is exceeded. In extenuating circumstances, the General Manager may make an exception.*

Accumulation limits: 1-5 years of service – 160 hours  
5+ years of service – 240 hours

**Section 4001.3 – Floating Holiday Bank:** *Floating Holiday hours cannot be accrued or cashed-in.*

**Section 4001.4 – Management Leave:** *Management Leave hours cannot be accrued or cashed-in.*

**Discussion**

During a “normal” year-end there are typically 2-3 employees that have excess vacation hours that are paid out and very seldom (if ever) are there any floating holiday/management leave hours that are lost. This year there are 13 employees with excess leave hours in various categories.

- Administration: 6 employees: 312+/- excess vacation hrs., 40 hrs. floating holiday remaining
- Maintenance: 3 employees: 69+/- excess vacation hrs., 8 hrs. floating holiday, 18 hrs. management leave
- Operations: 4 employees: 77+/- excess vacation hrs., 61 hrs. floating holiday, 5 hrs. management leave

*(These balances were current as of 12/21. There will be additional vacation hours that accrue and some staff will use vacation hours during the holidays.)*

Due to the extenuating circumstances and limitations that COVID-19 has placed on employees, staff proposes a one-time exception to District policy for **this calendar year-end ONLY**. This modification would allow any unused floating holidays and management leave to carry forward into the next calendar year (2021) and would also allow employees to “opt-out” of the automatic cash-out of vacation hours. At the close of calendar year 2021, (assuming COVID-19 limitations and circumstances have changed) the standard HBMWD policy would go back into effect. If the employee does not opt-out, any excess vacation hours will be cashed-out as normal.

Management has discussed the impact of this carry-over and agree that having employees with additional time off available does not necessarily guarantee them the ability to take this time off, and has the potential to create operational challenges for the functioning of the District. Management has considered these issues and is prepared to overcome them in the interest of employee morale and staff well-being.

*As per section 4001.1 Vacation: All vacation leave must be scheduled and approved in advance by your supervisor and will be evaluated on a basis of projected man power needs, seniority, and extenuating circumstances. The functionality of the District remains the first priority.*

### **Staff Recommendation**

Staff recommends temporarily modifying Employee Handbook to include the following:

**Section 4001.1:** *“Vacation days in excess...will be paid out by the District at the end of the calendar year in which the accumulation limit is exceeded with the exception of calendar year 2020, where the employee may opt-out by completing the appropriate form and providing it to the Main office by January 31, 2021.”*

**Section 4001.3:** *“Floating Holiday hours cannot be accrued or cashed-in with the exception of calendar year 2020, where these hours will carry-over to the end of calendar year 2021.”*

**Section 4001.4:** *“Management Leave hours cannot be accrued or cashed-in with the exception of calendar year 2020, where these hours will carry-over to the end of calendar year 2021.”*

Staff further recommends these sections revert back to the original verbiage on December 31, 2021.

### **Attached**

Sections 4001.1-4001.4 from Employee Handbook  
Sample “Opt-Out” Form

## **4000 Introduction**

The benefits outlined below include certain benefits required by law, and others provided at the discretion of the District to meet employee needs. All benefits are reviewed annually and budgeted as part of the Salary and Employee Benefits Budget.

As the Board approves and changes benefits, the Employee Handbook will be updated. All Board approved changes are applicable, regardless of whether they are listed in the Employee Handbook.

Temporary employees are covered by Social Security, Worker's Compensation, SDI and Unemployment Insurance. No other benefits apply.

Full-time employees are covered by all of the benefits described below. It should be noted though that not all benefits begin immediately upon hire - there may be a waiting period before certain benefits commence. There are additional details associated with some of the benefits outlined below. Please contact your supervisor or the Accounting and HR Specialist to inquire about specific benefit details as necessary.

### **4001 Paid Time Off Benefits**

**4001.1 Vacation** - Full-time employees begin accumulating ten (10) vacation days (at a rate of 6 hours, 40 minutes per month) immediately upon hire. After four years of service (on your anniversary date), you will be given five (5) additional vacation days and begin accumulating fifteen (15) vacation days per year the following month (at a rate of 1 day, 2 hours per month). After ten (10) years of service (on your anniversary date), you will be given five (5) additional vacation days and begin accumulating twenty (20) vacation days per year the following month (at a rate of 1 day, 5 hours, 20 minutes per month). Between fifteen (15) and twenty (20) years of service (on your anniversary date), you will be given one additional day per year based on the following schedule, and you will accumulate vacation at a higher rate each year commensurate with the total days below:

- 16<sup>th</sup> year - 21 days
- 17<sup>th</sup> year - 22 days
- 18<sup>th</sup> year - 23 days
- 19<sup>th</sup> year - 24 days
- 20<sup>th</sup> year - 25 days

All vacation leave must be scheduled and approved in advance by your supervisor and will be evaluated on the basis of projected manpower needs, seniority, and extenuating circumstances. Vacation generally should be taken in the year in which it is earned.

No employee shall be allowed to accumulate more than 20 days (160 hours) of vacation during the first five years of employment and no more than 30 days (240 hours) thereafter.



Vacation days in excess of the above will be paid out by the District at the end of the calendar year in which the accumulation limit is exceeded. In extenuating circumstances, the General Manager may make an exception.

Employees, at their discretion, will be allowed to cash-in up to five days of earned vacation in any one calendar year. This will be paid at their regular base salary.

**4001.2 Holidays** - Full-time employees are entitled to the following eleven paid regular holidays:

- |                           |                                      |
|---------------------------|--------------------------------------|
| 1. New Year's Day         | January 1                            |
| 2. Martin Luther King Day | 3 <sup>rd</sup> Monday in January    |
| 3. Presidents' Day        | 3 <sup>rd</sup> Monday in February   |
| 4. Memorial Day           | Last Monday in May                   |
| 5. Independence Day       | July 4 <sup>th</sup>                 |
| 6. Labor Day              | 1 <sup>st</sup> Monday in September  |
| 7. Veterans' Day          | November 11                          |
| 8. Thanksgiving           | 4 <sup>th</sup> Thursday in November |
| 9. Day after Thanksgiving | 4 <sup>th</sup> Friday in November   |
| 10. Christmas Eve         | December 24 <sup>th</sup>            |
| 11. Christmas             | December 25 <sup>th</sup>            |

When a paid holiday falls on a Saturday, the District will recognize the preceding Friday as the holiday. When a paid holiday falls on a Sunday, the District will recognize the following Monday as the holiday.

Should a paid holiday fall on your regular day off, your Floating Holiday Bank balance will be increased by 8 hours. Floating Holiday banked hours are *always* use/lose, (cannot be accrued or cashed in, see 4001.3 for details) with the exception of additions made for the Christmas Eve or Christmas Day holidays. Floating Holiday Bank hours granted for either of those two holidays will expire February 28<sup>th</sup> of the following year.

**4001.3 Floating Holiday Bank** - Full-time employees are granted three Floating Holidays (24 hours) per year. At the beginning of each calendar year employees will receive 24 hours posted to their Floating Holiday Bank. New hires are granted one (1) hour for the first pay period in which they started work (regardless of the start date) and one (1) hour per pay period through the end of the calendar year. These hours will be calculated and posted to their Floating Holiday Bank within the first month of hire. Floating Holiday hours cannot be accrued or cashed-in. Employees are encouraged to use them prior to the calendar year-end. The *only* exception is regarding banked hours related to regular paid holidays (see 4001.2 for details). The use of Floating Holiday hours must be scheduled and approved in advance with your supervisor. These requests will be evaluated on the basis of projected manpower needs, seniority, and extenuating circumstances.

If you wish to observe a religious holiday, you may use Floating Holiday hours, accrued vacation, or take time off without pay. Such days off must be scheduled in advance with your supervisor.

**4001.4 Management Leave** - Management employees are exempt from overtime compensation under the Fair Labor Standards Act (FLSA). In lieu of paid overtime, management employees are granted management leave hours. These hours are posted to the employees Management Leave Bank at the beginning of each calendar year.

- District Superintendent 4 days (32 hours)
- Business Manager 4 days (32 hours)
- Maintenance/Electrical Supervisor 3 days (24 hours)
- Water Operations Supervisor 3 days (24 hours)
- Asst. Maint./Electrical Supervisor 2 days (16 hours)
- Asst. Water Operations Supervisor 2 days (16 hours)

Management Leave hours cannot be accrued or cashed-in. Employees are encouraged to use them prior to calendar year-end

**4001.5 Sick Leave** - All employees are provided paid sick leave benefit. Sick leave is defined as the time an employee is absent from work due to illness or injury, or to undergo medical, dental or optical examinations or treatment, or for family purposes that meets the following criteria:

- Care of an eligible family member who is incapacitated because of illness or injury and definitely requires personal care. The length of an absence for this purpose shall be limited to the time reasonably required to either provide care or to make other arrangements for such care. For the purpose of this subsection, an eligible family member is the employee's spouse, child, parent, grandparent, domestic partner (as defined by Section 297 of the California Family Code), or domestic partner's child. Additionally, under this subsection, an eligible family member is any other close relative or child who resides with the employee.
- To transport an eligible family member to and from a local hospital for medical treatment or operation, including childbirth.
- To be in attendance during serious medical treatment or operation, including childbirth, performed upon an eligible family member.

Sick leave of three days is available for part-time employees at the beginning of each twelve-month period. There is no carryover of sick leave for part-time employees. For full-time employees, sick leave is accumulated at the rate of one day (8 hours) per month, up to a maximum of 130 days, during months the employee is working or on authorized paid leave. Sick leave will no longer accrue when an employee's accumulated sick leave balance equals 130 days (1040 hours). Sick leave is



# HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

**BOARD OF DIRECTORS**

- SHERI WOO, PRESIDENT
- NEAL LATT, VICE-PRESIDENT
- J. BRUCE RUPP, SECRETARY-TREASURER
- MICHELLE FULLER, DIRECTOR
- DAVID LINDBERG, DIRECTOR

**GENERAL MANAGER**

JOHN FRIEDENBACH

## OPT-OUT OF VACATION CASH-OUT

**Due to Main Office by January 31<sup>st</sup>, 2021**

In consideration of the statewide shelter-in-place order issued March 19, 2020 as well as other COVID-19 travel restrictions, the Board of Directors acknowledges the difficulties and challenges faced this past year by District employees when trying to travel for vacation. As such, for calendar year 2020, District employees may "Opt-Out" of the vacation hour cash-out requirement for vacation hours that exceed the following:

- 1-5 years years of service – 160 hours
- 5+ years of service – 240 hours

By signing below, I request to opt-out of the year-end vacation hour cash-out for the 2020 calendar year. I understand that the standard District policy regarding excess vacation hour cash-out's will return for calendar year 2021. ***I also understand that all vacation leave must be scheduled and approved in advance by your supervisor and will be evaluated on a basis of projected man power needs, seniority, and extenuating circumstances. The functionality of the District remains the first priority.***

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Business Manager Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager Printed Name

\_\_\_\_\_  
Date

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: Chris Harris  
Date: January 14, 2021  
Re: Current COVID-19 Paid Leave Extension

**Information**

The Families First Coronavirus Response Act (FFCRA) was passed by Congress on March 18, 2020, with an expiration date of December 31, 2020. Recently congress did not extend the **mandatory** leave requirement for employers, instead the FFCRA leave was made optional to employers for the period of January 1-March 31, 2021. Employer's that wish to voluntarily provide FFCRA leave benefits to their employees may do so through March 31, 2021.

**Staff Recommendation**

Staff recommends the District voluntarily continue to offer this COVID-19 specific leave to it's employees through March 31, 2021.

**Attached**

March 30, 2020 Staff Memo – FFCRA Explanation and Flowchart





## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

COPY

**BOARD OF DIRECTORS**  
 SHERI WOO, PRESIDENT  
 NEAL LATT, VICE-PRESIDENT  
 J. BRUCE RUPP, SECRETARY-TREASURER  
 MICHELLE FULLER, DIRECTOR  
 DAVID LINDBERG, DIRECTOR

**GENERAL MANAGER**  
 JOHN FRIEDENBACH

March 30, 2020

Greetings---

As some of you may be aware, on March 18, 2020 the Families First Coronavirus Response Act (FFCRA) was signed into law. While there are many layers to the FFCRA, this memo will review the items that directly impact the District staff immediately.

For all employers with less than 500 employees (including government agencies), the FFCRA provides an additional 80-hours of COVID-9 Emergency Sick Leave as well as the potential for up to 12-weeks off for Emergency Family Medical Leave. The COVID-19 Emergency Sick Leave is *separate* from the Sick Leave District Staff accrue with each pay period. The COVID-19 Sick Leave and Emergency Family Medical Leave are specifically and only for the COVID-19 Pandemic Emergency, and both have strict requirements for use.

### 1. COVID-19 EMERGENCY SICK LEAVE – 80 HOURS<sup>1</sup>

For the purposes of the COVID-19 Emergency Sick Leave, the District considers the schedule to be 5/days a week, 8/hours a day – 80 hours is two full weeks. There are two separate aspects of this sick leave, selfcare and care of others. Please see details below.

- a. **Federal Requirements for 100% OF PAY RECEIVED FOR 80-HOURS**<sup>1</sup> (any one of the following):
  - i. The employee must be subject to a quarantine or isolation order related to COVID-19 **\*\*\*THIS REQUIREMENT IS NOT APPLICABLE TO DISTRICT (OR ANY OTHER "ESSENTIAL") EMPLOYEES\*\*\***
  - ii. The employee has been advised by a health care provider to self-quarantine due to conditions related to COVID-19.
  - iii. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  
- b. **Federal Requirements for 66% OF PAY (up to \$25.00/hr.) RECEIVED FOR 80-HOURS**<sup>1</sup> (any one of the following):
  - i. The employee is caring for an individual who is subject to items #a.i and/or #a.ii above.
  - ii. The employee is caring for a son/daughter due to school/daycare closure based on COVID-19 precautions.
  - iii. The employee is experiencing any other substantially similar conditions of COVID-19, but has not/cannot seek medical assistance (instructed to self-isolate by Department of Health, for example).
  - iv. For qualifications above (b.i-b.iii), employees will be paid 66% of their regular pay (up to \$25.00/hr), and will need to use additional leave banks to bring their pay up to 100% of regular pay. Eureka office staff will calculate the hours needed and provide documentation with the paystub.

#### c. **Additional Requirements**

<sup>1</sup> Full-Time Employees. Permanent, Part-Time employees will receive hours commensurate with an average 2-weeks worked.

- i. This paid sick leave will not carry over and expires on 12/31/2020. (Federal Requirement).
- ii. Employees claiming 100% COVID-19 Sick Leave are required to have medical documentation (District requirement).
- iii. If either (100% or 66%) COVID-19 Sick Leave is used by an employee, for the health and safety of remaining staff, that employee is required to use all 80-hours (2-weeks) and is not permitted to return to work, nor will the employee be permitted entrance onto/into District facilities during this 14-day quarantine. (Health Department Self-Quarantine Guidance and District requirement).
- iv. Illness lasting more than 2-weeks will require the employee to utilize their existing District sick leave. Under no circumstances is an employee to return to work until they are completely healthy.
- v. Based on the continually changing conditions of the emergency COVID-19 pandemic, Management reserves the right to revisit the quarantine restrictions (c-iii, above) as needed.

## **2. COVID-19 – EMERGENCY FAMILY MEDICAL LEAVE – UP TO 12-WEEKS**

For the purposes of the COVID-19 Emergency Family Medical Leave, the District considers the schedule to be 5/days a week, 8/hours a day.

### **a. Federal Requirements for Emergency Family Medical Leave**

- i. The employee is unable to work due to a need to care for their son or daughter under 18 years of age due to the school or place of childcare being closed, or due to the child care provider of the son or daughter being unavailable, due to the COVID-19 public health emergency.
- ii. The first 10-days are unpaid, the employee may access other leave banks to cover these 10-days.
- iii. After the first 10-days, the employee is paid 66% of their current rate (maximum \$25.00/hr) for an additional maximum of 10-weeks (12-weeks total).
- iv. The employee **\*\*may not\*\*** access additional leave banks to reach 100% paid. "In no event shall such paid leave exceed \$200 per day and \$10,000 in aggregate."

## **3. ADDITIONAL INFORMATION**

### **a. Payroll Activity in the online system are:**

- i. 100%-COVID-MEDICAL – For 100% Pay Rate/80-hours<sup>1</sup> (Medical Documentation Required).
- ii. 66%-COVID-OTHER – For 66% Pay Rate/80-hours<sup>1</sup> (will be supplemented with other leave).
- iii. 66%FML-COVID-EFML – For 66% Pay Rate/10-Weeks (no supplementation from other leave).

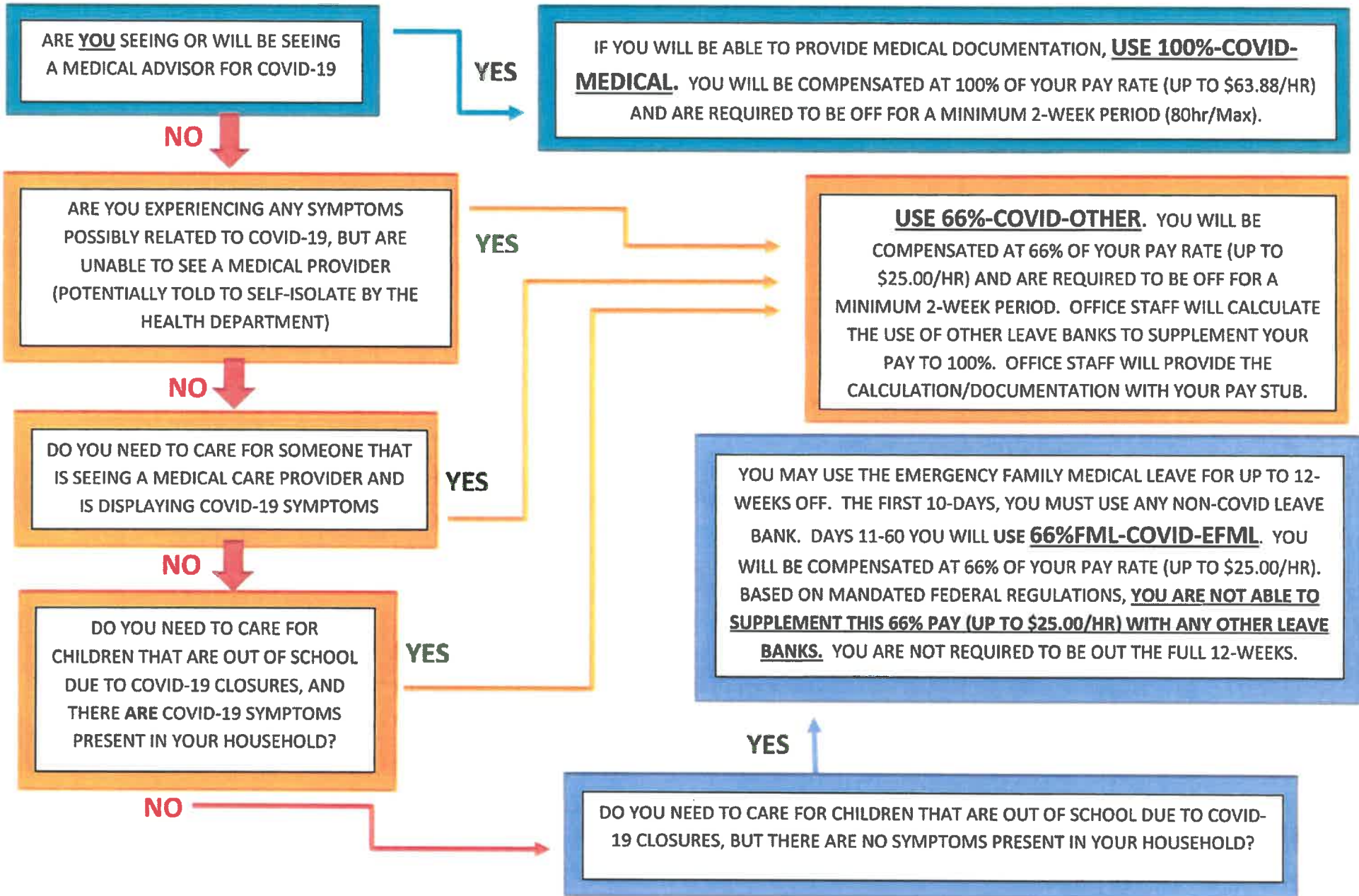
**PLEASE SEE THE INCLUDED FLOWCHART**

Thank you all for the continued endeavors to remain safe and healthy during this challenging time. If you have any questions/concerns regarding the above, please don't hesitate to call me.

  
Chris Harris  
Business Manager

<sup>1</sup> Full-Time Employees. Permanent, Part-Time employees will receive hours commensurate with an average 2-weeks worked.

# HOW TO USE THE 80/HR COVID-19 SICK LEAVE AND EMERGENCY FAMILY MEDICAL LEAVE





## Ruth Lake Community Services District

12200 Mad River Road

P.O. Box 6

Mad River, CA 95552

Telephone: 707-574-6332 Fax: 707-574-6080

Email: [ruthlakecsd@yahoo.com](mailto:ruthlakecsd@yahoo.com) Website: [www.ruthlakecsd.org](http://www.ruthlakecsd.org)

### 2020 QUAGGA INSPECTION SUMMARY

January 1, 2020 to November 30, 2020

	<b>Marina</b>	<b>Campground</b>	<b>Total</b>
Resident Registrations (Yellow)	190	177	367
Non Resident Inspections (Red)	464	410	874
Non Trailered Watercraft (Blue)	298	148	446
Total Registrations / Inspections	952	735	1687
Failed Watercraft	1	1	2

(2 boats denied entry for standing water, none from any known high risk areas)

Banded from 2019: 105

Inspections done at other locations:

Reynolds RV (Fortuna) - 10  
 Bayleys (Hayfork) - 3

**TOTAL OF WATERCRAFTS for 2020: 1,687**



**Artificial Substrate Datasheet**  
**California Department of Fish and Game**  
 (One datasheet for each artificial substrate)

Collection Information	
Date:	0/15/20
Waterbody:	Ruth Lake
Substrate location (GPS or site description):	Headquarters
Substrate depth (meters):	
Collector(s):	Canale
Affiliation:	Ruth Lake CSD
Contact information (email or phone # if not DFG):	ruthlakecsd@yahoo.com
Substrate	
Substrate (circle one):	<input checked="" type="radio"/> Present <input type="radio"/> Missing
Condition (circle one):	<input checked="" type="radio"/> Intact <input type="radio"/> Damaged
Comments:	
Mussels	
Mussels (circle one):	<input checked="" type="radio"/> Present <input type="radio"/> Absent
Species (circle one):	<input type="radio"/> Quagga <input type="radio"/> Zebra <input type="radio"/> Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
**California Department of Fish and Game**  
 (One datasheet for each artificial substrate)

Collection Information	
Date:	<u>6/15/20</u>
Waterbody:	<u>Ruth Lake</u>
Substrate location (GPS or site description):	<u>Dam Buoy Line</u>
Substrate depth (meters):	
Collector(s):	<u>Canale</u>
Affiliation:	<u>Ruth Lake CSD</u>
Contact information (email or phone # if not DFG):	<u>ruthlakecsd@verizon.com</u>
Substrate	
Substrate (circle one):	<u>Present</u> Missing
Condition (circle one):	<u>Intact</u> Damaged
Comments:	
Mussels	
Mussels (circle one):	<u>Present</u> <u>Absent</u> Species (circle one):    Quagga    Zebra    Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels ÷ area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
**California Department of Fish and Game**  
 (One datasheet for each artificial substrate)

Collection Information	
Date:	6/15/20
Waterbody:	Ruth Lake
Substrate location (GPS or site description):	Marina
Substrate depth (meters):	
Collector(s):	Canale
Affiliation:	Ruth Lake CSD
Contact information (email or phone # if not DFG):	ruthlakecsd@yahoo.com
Substrate	
Substrate (circle one):	Present <input checked="" type="radio"/> Missing <input type="radio"/>
Condition (circle one):	Intact <input checked="" type="radio"/> Damaged <input type="radio"/>
Comments:	
Mussels	
Mussels (circle one):	Present <input type="radio"/> Absent <input checked="" type="radio"/> Species (circle one): Quagga <input type="radio"/> Zebra <input type="radio"/> Unknown <input type="radio"/>
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ (____)	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
**California Department of Fish and Game**  
 (One datasheet for each artificial substrate)

Collection Information	
Date:	<u>6/15/20</u>
Waterbody:	<u>Ruth Lake</u>
Substrate location (GPS or site description):	<u>Marina Dock</u>
Substrate depth (meters):	
Collector(s):	<u>Canale</u>
Affiliation:	<u>Ruth Lake CSD</u>
Contact information (email or phone # if not DFG):	<u>ruthlakecsd@yahoo.com</u>
Substrate	
Substrate (circle one):	<u>Present</u> Missing
Condition (circle one):	<u>Intact</u> Damaged
Comments:	
Mussels	
Mussels (circle one):	<u>Present</u> <u>Absent</u> Species (circle one): <u>Quagga</u> Zebra Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.



**Artificial Substrate Datasheet**  
 California Department of Fish and Game  
 (One datasheet for each artificial substrate)

Collection Information	
Date: <u>8/24/20</u>	
Waterbody: <u>Ruth Lake CSD</u>	
Substrate location (GPS or site description): <u>Headquarters</u>	
Substrate depth (meters):	
Collector(s): <u>Canale</u>	Affiliation: <u>Ruth Lake CSD</u>
Contact information (email or phone # if not DFG): <u>ruthlakecsd@yahoo.com</u>	
Substrate	
Substrate (circle one): <u>Present</u>	Missing
Condition (circle one): <u>Intact</u>	Damaged
Comments:	
Mussels	
Mussels (circle one): Present <u>Absent</u>	Species (circle one): Quagga Zebra Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
 California Department of Fish and Game  
 (One datasheet for each artificial substrate)

Collection Information	
Date: <u>8/24/20</u>	
Waterbody: <u>Ruth Lake</u>	
Substrate location (GPS or site description): <u>Dam Buoy Line</u>	
Substrate depth (meters):	
Collector(s): <u>Canale</u>	Affiliation: <u>Ruth Lake CSD</u>
Contact information (email or phone # if not DFG): <u>ruthlakecsd@yahoo.com</u>	
Substrate	
Substrate (circle one): <u>Present</u>	Missing
Condition (circle one): <u>Intact</u>	Damaged
Comments:	
Mussels	
Mussels (circle one): Present <u>Absent</u>	Species (circle one): Quagga Zebra Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
**California Department of Fish and Game**  
 (One datasheet for each artificial substrate)

Collection Information	
Date:	8/24/00
Waterbody:	Ruth Lake
Substrate location (GPS or site description):	Marina
Substrate depth (meters):	
Collector(s):	Canale
Affiliation:	Ruth Lake CSD
Contact information (email or phone # if not DFG):	ruthlakecsd@yahoo.com
Substrate	
Substrate (circle one):	Present <input checked="" type="radio"/> Missing <input type="radio"/>
Condition (circle one):	Intact <input checked="" type="radio"/> Damaged <input type="radio"/>
Comments:	
Mussels	
Mussels (circle one):	Present <input type="radio"/> Absent <input checked="" type="radio"/> Species (circle one): Quagga <input type="radio"/> Zebra <input type="radio"/> Unknown <input type="radio"/>
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ (____)	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.

**Artificial Substrate Datasheet**  
 California Department of Fish and Game  
 (One datasheet for each artificial substrate)

Collection Information	
Date: <u>8/24/20</u>	
Waterbody: <u>Ruth Lake</u>	
Substrate location (GPS or site description): <u>Marina Dock</u>	
Substrate depth (meters):	
Collector(s): <u>Canale</u>	Affiliation: <u>Ruth Lake CSD</u>
Contact Information (email or phone # if not DFG): <u>ruthlake.csd@yahoo.com</u>	
Substrate	
Substrate (circle one): <u>Present</u>	Missing
Condition (circle one): <u>Intact</u>	Damaged
Comments:	
Mussels	
Mussels (circle one): Present <u>Absent</u>	Species (circle one): Quagga Zebra Unknown
Where (circle all that apply):	Total # of mussels on each part of substrate
Plate surface	_____
Plate edge	_____
Spacers	_____
Rope (depth _____)	_____
Other (_____)	_____
Plate dimensions (units): _____ x _____ ( )	Plate area (multiply plate dimensions):
Plates:	Number of mussels      Density (# of mussels + area)
Side 1 (top side of top plate)	
Side 2 (bottom side of top plate)	
Side 3 (top side of second plate)	
Side 4 (bottom side of second plate)	
Side 5 (top side of third plate)	
Side 6 (bottom side of third plate)	
Side 7 (top side of bottom plate)	
Side 8 (bottom side of bottom plate)	
Additional Information	
Other organisms present:	
Comments:	

Return completed datasheets to the appropriate California Department of Fish and Game Regional office.



**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: January 14, 2021

Re: District Minutes format

**Background**

Minutes prepared by the Executive Assistant / Board Secretary provide a number of important functions, namely: to provide a record of actions taken by members of the Board; to preserve transparency of a public process; to capture any public participation that may not be otherwise preserved in memos; and to provide proof that the Board has fulfilled its fiduciary duty.

According to Robert's Rules of Order, the purpose of Minutes is to record the actions taken by the body. Minutes record what is *done*, not what is *said*. Accordingly, there are four types of minutes:

- Action Minutes: records the motion, second and vote
- Summary Minutes: captures actions of the Board and summarizes the main points
- Detailed Minutes: "captures he said, she said"
- Transcript: word-for-word or "verbatim," court-recorder level of detail and expense

The practice for HBMWD's Board has been to provide Detailed Minutes. A survey of minute styles of the municipal customers of the District and County of Humboldt reveal the following Minutes types:

- Humboldt County: Action
- City of Eureka: Action
- City of Arcata: Summary
- Humboldt CSD: Action
- McKinleyville CSD: Summary
- Manila CSD: Action
- Fieldbrook CSD: Action

HBMWD: Detailed

**Discussion**

Per the Board Policy Manual for Governance of the District: Compensation for Secretary/Treasurer (Sec 10.2): "The Secretary/Treasurer position carries with it certain duties and obligations...(including) Reviewing and editing as necessary, the Minutes from Regular and Special Board of Director Meetings." This process serves as a check and balance between the Executive Secretary's notes and the final record presented to the Board for adoption, and has been in practice at HBMWD since at least 1955.

Additionally, the record includes the professional staff recommendations and background for each Agenda item. Summary or Action Minutes would complete the record accurately and efficiently, without leaving the District open to the liability of *not* including every potential discussion point before rendering a decision. The recording of the meeting ensures that motions and votes are accurately captured.

Resolution 2007-7, adopted November 8, 2007, outlines the District's Records Retention Policy. The Board meeting audio recording is kept until Minutes have been approved at a public meeting. Typically, this is a period of 30 days, but may be longer if the Minutes are brought back to a future meeting for any reason. Should the Board wish to amend the Records Retention Policy, we can bring an action item forward at a future meeting.

**Staff Request**

Staff requests that the Board consider approving a change from Detailed minutes to either Summary or Action minutes. Additionally, if the Board prefers to amend the records retention policy for meeting audio recordings (I.E. lengthen the duration for which the recording is maintained), please provide instruction to staff.

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: January 8, 2021

Re: HBMWD COVID-19 Prevention Plan (CPP)

**Discussion**

California recently approved Cal/OSHA emergency temporary standards on COVID-19 infection prevention. California Code of Regulations (CCR) Section 3205 requires places of employment within California to establish, implement, and maintain an effective, written COVID-19 Prevention Program. Staff has utilized the Cal/OSHA template provided for compliance with this new requirement to prepare our Humboldt Bay Municipal Water District COVID-19 Prevention Plan (CPP). See attached plan.

**Staff Request**

Staff recommends that the Board approve the HBMWD COVID-19 Prevention Plan (CPP) to comply with Cal/OSHA Emergency Temporary Standard in place for COVID-19 (California Code of Regulations (CCR), Title 8, Section 3205(c)).

## COVID-19 Prevention Program (CPP) for Humboldt Bay Municipal Water District



This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

In accordance with CDC Guidance, all District employees are classified as "Essential Utility Workers". Our District provides potable water to 2/3rds of the population of Humboldt County. Accordingly, we must operate 24/7/365. Our CPP activities must be implemented with this essential worker function consideration.

**Date: January 14, 2021**

### Authority and Responsibility

General Manager and Superintendent has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

### Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.
- Non-contact digital infra-red thermometers are available to staff to use to Self-monitor.
- If employees have a fever they are instructed to stay home and not return until they have not had a fever for 24 hrs, without using a fever reducing medication.

### Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by:

- Self – monitoring
- Bring concerns to supervisors and management for consideration and potential actions.

### Employee screening

We screen our employees by:

- Self-screen according to CDPH guidelines.
- Ensure that face coverings are available.



- Non-contact thermometers are available for Self – monitoring.
- Face coverings are used during screening by both screeners and employees and, if temperatures are measured, that non-contact thermometers are used.

## Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

The following will be accomplished:

- The severity of the hazard will be assessed and correction time frames assigned, accordingly.
- Staff will be identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

## Control of COVID-19 Hazards

### Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Separation of Essex Operations and Maintenance staff into two locations to work: Essex and TRF.
  - Separation of staff by providing as many individual work stations as possible.
  - Where control or work stations cannot be separated, plexiglass barriers between stations will be in place.
  - Staggered break times.
- Separation of Eureka Office staff by the use of plexiglass dividers where needed.
  - Minimize access to the Eureka office by keeping rear door locked.
  - Minimize interaction of office staff with public by installing plexiglass and a lockbox for payments.
- Visual cues such as signs on entry doors and taped distancing lines on floors will be in place.
- Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.
- Elimination
  - Eliminating group meetings of 6 or more individuals by utilizing virtual meeting platforms.

### Face Coverings

We provide clean, face coverings (both re-usable and disposable) and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department.

Disposable face coverings will be provided at entry doors at Essex, Winzler control center, the TRF, and the Eureka office for employees and visitors as needed. Washable/reusable masks have been provided to all employees as well.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees wearing respiratory protection in accordance with CCR Title 8 section 5144 or other safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

### **Engineering controls**

We implement the following measures for situations where we cannot maintain at least six feet between individuals:

- Where control or work stations cannot be separated, Plexiglas barriers between stations will be in place.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Natural ventilation such as opening windows and doors, weather permitting.

### **Cleaning and disinfecting**

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Disinfection materials will be supplied, such as, disinfection wipes, hand sanitizer and Clorox solution.
- Employees are to wipe down shared work stations at start of shift and at end of shift.
- Shared vehicles are to have door handles and operating controls wiped down before use.
- Shared common areas should be disinfected at least twice per shift unless working on swing or graveyard shift alone.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

Upon notification of a COVID 19 case in the workplace, a deep cleaning / disinfection of the work area used by this person will be done by staff. Person doing deep cleaning / disinfection will wear Disposable Tyvek suit, disposable gloves, N-95 half mask respirator. Cleaning will be with previously mentioned supplies.

### **Shared tools, equipment and personal protective equipment (PPE)**

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by:

Employees will have disposable sanitation wipes and hand sanitizer available to wipe down, any or all shared common equipment at their work stations. Training will be available as needed.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

### **Hand sanitizing**

In order to implement effective hand sanitizing procedures, we will implement:

- Hand washing sinks in break rooms and restrooms will be disinfected twice per shift and hand sanitizer available after each use. Employees are encouraged to do thorough hand cleaning and sanitizing of hands after using Restroom, Breakroom sinks and at various times during their shift.

- Employees will be provided with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Employees are encouraged to wash their hands for at least 20 seconds frequently during their work shift.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

## **Investigating and Responding to COVID-19 Cases**

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

### **Indicate how the following will be accomplished:**

- Employee will be offered COVID-19 testing at no cost during their working hours.
- Employee shall notify Superintendent, Business Manager or General Manager of potential exposure.
- The information on benefits will be described in Training and written instruction.

## **System for Communicating**

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees should report COVID-19 symptoms and possible hazards to, Superintendent, Business Manager or General Manager. Symptoms should be communicated via electronic communications, i.e. phone or text, not in person. Hazards, either verbally in person or in writing.
- Employees can report symptoms and hazards without fear of reprisal.
- Where testing is not required, employees can access COVID-19 testing by registering for a test on [humboldt.gov/27872COVID-Test-Registration](http://humboldt.gov/27872COVID-Test-Registration). Currently (12.07.2020) testing sites are Eureka and Scotia.
- In the event testing is required because of a workplace exposure or outbreak, you will be notified by the District that a potential exposure to a known case has occurred. Based on information provided by the County of Humboldt, employees should then reach out to their Primary Care Provider for testing. Alternatively, employees can register for a test at [humboldt.gov/27872COVID-Test-Registration](http://humboldt.gov/27872COVID-Test-Registration). Ideal testing is between 5-6 days after exposure. Testing completed too early can create a false negative result (per Humboldt County Public Health), however, all employees who have experienced close contact will be required to be tested should a potential exposure to a known case or an outbreak occur.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

## **Training and Instruction**

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.

- An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of facecoverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished through the use of the two separate COVID-19 sick leaves. 100% coverage is available for employees that test positive or must be off work due to exposure to a known case at work. 66% coverage is available to employees who do not test positive, but must be off work due to other related COVID-19 cause. Please see the staff memo dated March 30, 2020 and the COVID Sick LEAVE flow chart (Appendix D Prevention) for additional clarification.
- Providing employees at the time of exclusion with information on available benefits.

## Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the Appendix C: Investigating COVID-19 Cases form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

## Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of



fever-reducing medications.

- COVID-19 symptoms have improved.
  - At least 14 days have passed since COVID-19 symptoms first appeared.
  - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 14 days have passed since the date of specimen collection of their first positive COVID-19 test.
  - Employees exposed to a known case, but who never developed COVID-19 symptoms, and due to testing availability within the County, are unable to get tested, may return to work after 10 days have passed since the exposure to a known case.
  - A negative COVID-19 test will not be required for an employee to return to work.
  - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 14 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
- 

Approved by HBMWD Board of Directors, January 14, 2021.

---



# Appendix B: COVID-19 Inspections



Date: \_\_\_\_\_

Name of person conducting the inspection: \_\_\_\_\_

Work location evaluated: \_\_\_\_\_

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
<b>Administrative</b>			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>PPE (not shared, available and being worn)</b>			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			



## Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: \_\_\_\_\_

Name of person conducting the investigation: \_\_\_\_\_, \_\_\_\_\_

<b>Employee (or non-employee*) name:</b>		<b>Occupation (if non-employee, why they were in the workplace):</b>	
<b>Location where employee worked (or non-employee was present in the workplace):</b>		<b>Date investigation was initiated:</b>	
<b>Was COVID-19 test offered?</b>		<b>Name(s) of staff involved in the investigation:</b>	
<b>Date and time the COVID-19 case was last present in the workplace:</b>		<b>Date of the positive or negative test and/or diagnosis:</b>	
<b>Date the case first had one or more COVID-19 symptoms:</b>		<b>Information received regarding COVID-19 test results and onset of symptoms (attach documentation):</b>	



**Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):**

<b>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</b>			
<b>All employees who may have had COVID-19 exposure and their authorized representatives.</b>	<b>Date:</b>		
	<b>Names of employees that were notified:</b>		
<b>Independent contractors and other employers present at the workplace during the high-risk exposure period.</b>	<b>Date:</b>		
	<b>Names of individuals that were notified:</b>		
<b>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</b>		<b>What could be done to reduce exposure to COVID-19?</b>	
<b>Was local health department notified?</b>		<b>Date:</b>	

\*Should an employer be made aware of a non-employee infection source COVID-19 status.



**Appendix D: COVID-19 Training Roster**

Date: \_\_\_\_\_

Person that conducted the training: \_\_\_\_\_;

Employee Name	Signature



## Additional Consideration #1

### Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
  - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
  - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
  - We will provide additional testing when deemed necessary by Cal/OSHA.

#### Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

#### Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

#### COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.



- Improving air filtration.
- Increasing physical distancing as much as possible.
- Respiratory protection.
- [describe other applicable controls].

**Notifications to the local health department**

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.



## Additional Consideration #2

### Major COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

#### Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

#### Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

#### COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

#### Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department**.

## **COVID-19 Prevention in Employer-Provided Housing**

### **Assignment of housing units**

We will ensure that shared housing unit assignments are prioritized in the following order:

- Residents who usually maintain a household together outside of work, such as family members, will be housed in the same housing unit without other persons.
- Residents who work in the same crew or work together at the same worksite will be housed in the same housing unit without other persons.
- Employees who do not usually maintain a common household, work crew, or worksite will be housed in the same housing unit only when no other housing alternatives are possible.

### **Physical distancing and controls**

We will ensure:

- The premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.
- Beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e., side by side, the beds will be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e., end to end, the beds will be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds will not be used.
- Maximization of the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system in housing units.

### **Face coverings**

We will provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

### **Cleaning and disinfection**

We will ensure that:

- Housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.
- Unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

### **Screening**

We will encourage residents to report COVID-19 symptoms to **John Friedenbach, General Manager** or **Dale Davidsen, Superintendent**.

### **COVID-19 testing**

We will establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

### **Isolation of COVID-19 cases and persons with COVID-19 exposure**

We will:

- Effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation will include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.

- Effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation will include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area, bathroom, and cooking and eating facility that is not shared by non-COVID-19-case occupants.
- Keep confidential any personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms, in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.
- End isolation in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria**, and any applicable local or state health officer orders.



## Additional Consideration #4

### COVID-19 Prevention in Employer-Provided Transportation to and from Work

#### Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

#### Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our CPP **Physical Distancing and Face Coverings** are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our CPP **Face Coverings**.

#### Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

#### Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

#### Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

#### Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

# Engineering



## Memorandum

January 7, 2021

To:	HBMWD Board of Directors	Ref. No.:	11186675
From:	Nathan Stevens	Tel:	707-267-2204
CC:	John Friedenbach, Dale Davidsen, Chris Harris, Jordan King, Rick Guggiana, Steve McHaney		
Subject:	<b>12 kV Switchgear Relocation Project – Generator Controller Upgrade Change Order</b>		

The purpose of this Memorandum (Memo) is to provide the Board with background information on a forthcoming construction change order request related to upgrading the controller units for the 2 MW backup generator at the District's Essex facility as a part of the 12 kV Switchgear Relocation Project. As of the writing of this Memo, the details of the change order request are still being finalized, and District and GHD staff are working with the contractor to establish the final scope and cost of the change order for the Board. I am hopeful that the change order request will be complete prior to the January 14, 2021 Board meeting, in time for Board consideration at the January meeting. If the change order request is not completed in time to allow for Board review prior to taking action at the January meeting, then the change order request will be brought to the Board at a subsequent Board meeting, likely a special Board meeting prior to the February 11, 2021 meeting. The focus of this Memo is the generator controller upgrade. However, it should be noted that there are additional miscellaneous minor construction items that will be detailed in the forthcoming change order request.

From July 1, 2019 to present, HBMWD has suffered 159 hours in power outage events. In addition to the actual outages, the District spends time preparing for power outage events (including potential Public Safety Power Shutoff [PSPS] events that did not occur) and bringing facilities back online after power outage events. During power outages, HBMWD must rely on the backup generator system at Essex, which powers all of HBMWD's source water pumps that provide water to all of its customers. If the generator were inoperable during a power outage, HBMWD would be unable to produce water to serve its customers.

The generator is controlled by the Cummins 3201 Generator Controller located in the generator enclosure, and an Onan Command Center Parallel Load Transfer Equipment unit located in the Essex facility maintenance building. The controller units are roughly 20 years old.

During the design phase of the Essex facility's new 12 kV electrical switchgear and integrated power assembly (IPA) building in 2019, GHD and District staff were aware of potential issues associated with the age of the backup generator controller units, and considered a number of alternatives for project implementation, including the following:

1. Replacing/relocating the entire 2 MW generator itself, in addition to replacing the controller units



2. Replacing/relocating the Cummins 3201 Generator Controller and Onan Command Center with a new Cummins 3300 Generator Controller (controller upgrade only)
3. Re-using the existing controller units, but relocating the Onan Command Center and associated equipment to the new IPA building
4. Re-using the existing control equipment, leaving it in place, and connecting it to the new switchgear equipment

Consideration of the options included potential remaining useful life, compatibility with other planned upgrades, functionality, costs, and other factors. After significant deliberation during the design process including consultation with the controller manufacturer, District staff confirmed the approach of leaving the existing Cummins 3201 Generator Controller in place, and relocating the Onan Command Center to the new IPA building as the preferred location of control for the emergency generator (Option 3 above). Upgrading the 3201 Generator Controller as part of the envisioned 12 kV upgrades was considered during the 2019 design, but the controller met the performance requirements for the existing generator and new switchgear, and it was felt that replacement could be deferred to a future upgrade project. The cost of the upgrade was quoted in 2019 as being \$75,000 for the equipment alone, plus the cost for programming, installation, and integration of the new controller. Barring a compelling reason, it was felt this cost could be deferred and the District could continue using the Onan Command Center interface.

Following completion of design and award of the construction project, there have been additional considerations and new information that now warrant upgrading the generator controller units, as summarized below:

- An approximately \$2.5–\$3 million Tesla Battery Energy Storage System (BESS) recently funded through the Self Generation Incentive Program (SGIP) came up as an opportunity after the 12 kV project was bid. An upgraded generator controller is required to allow for integration between the generator, battery system, and PG&E, and will improve HBMWD's ability to prepare for and respond to power outage events. This new battery system is also anticipated to provide significant electricity savings for the District. The battery system will discharge power at times of peak demand, and it will minimize PG&E power spikes due to inrush current when pumps start up, thereby reducing electricity costs. Based on the District's PG&E account history, Tesla has estimated that the District will see approximately \$195,000 in annual electricity savings.
- Once the 12 kV construction project was underway, the existing controller manufacturer (Cummins) informed us that the existing controller is no longer serviceable, and that the existing generator controller software is no longer accessible for reprogramming. Neither of these issues were communicated by Cummins when they were consulted during the design phase. While reprogramming would not have been required based on the intent of the original design for the new switchgear, reprogramming would be required to integrate the new battery system with the generator and PG&E.

If the controller is not upgraded as a part of this 12 kV project, the new BESS will not be able to be fully integrated with the generator and the utility. Additionally, if the existing controller fails in the future, Cummins



has indicated that it cannot be serviced, and the result would be that the generator would not be capable of functioning properly due to the complex PG&E syncing requirements. It would likely take months to go through the planning and implementation process for replacing a failed controller, and it would be more expensive to do in the future than it would be as part of the 12 kV project. During the months it would take to replace the controller, the District would not be able to use the backup generator, and accordingly would not be able to produce water during power outage events. Upgrading the controller as a part of the 12 kV switchgear project provides the functionality and reliability needed to integrate the BESS and is the most cost effective and least disruptive time to do it.

Given the above considerations, District and GHD staff recommend that the District upgrade the existing controller as a part of the 12 kV switchgear project. We have requested a quote from the contractor for this upgrade and will provide details as soon as they are available.

The proposed new generator controller and human-machine interface (HMI) would replace the existing Cummins 3201 Generator Controller and Onan Command Center Parallel Load Transfer Equipment and is expected to include the following:

1. Generator controller and HMI equipment
2. Revisions to the existing backup power control strategy
3. Drawings for wiring and integration with existing and proposed future infrastructure
4. Pacific Gas & Electric utility coordination and approval for changes to paralleling emergency backup generator controller equipment
5. Integration with facility SCADA system
6. Installation of new equipment and cutover of control systems by licensed contractor
7. Demolition and removal of existing generator controller equipment
8. Systems commissioning

The District has submitted an application to request grant funding through the Cal OES Community Power Resiliency Allocation program to help cover the costs for this potential change order and associated effort for processing and implementing the change order. We estimate that the total cost for the controller upgrade change order will be in the range of \$150,000 – \$200,000, but this cannot be accurately determined until the contractor provides a quote for the work. We contacted Cal OES to inquire about the status of the grant application on January 5, 2021. Cal OES responded by saying “we understand the critical need for this funding and are working to get announcements out as soon as possible.” We will inform the Board as the status of this grant application progresses.

Grant Request Amount \$215,000.



**Spillway HMGP NOI Submission Confirmation****Nathan Stevens**

---

**From:** noreply@salesforce.com on behalf of No Reply - HMA <hma\_noreply@caloes.ca.gov>  
**Sent:** Wednesday, December 30, 2020 7:41 AM  
**To:** Nathan Stevens  
**Subject:** SUBMISSION CONFIRMATION



Hi Nathan Stevens,

Thank you for submitting a Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) to the California Governor's Office of Emergency Services (Cal OES).

Your NOI will be reviewed by Cal OES staff to determine if your proposed activity represents an eligible HMGP activity. Upon completion of our review, you will receive a notification email deeming this NOI either approved or ineligible. Notifications will be made within 30 days of submission.

If your NOI is approved, you will be invited to submit a full subapplication for this proposed mitigation action, and additional resources to assist you in the completion of your subapplication will be made available.

More information about HMGP is available on the program webpage at <https://www.caloes.ca.gov/cal-oes-divisions/recovery/disaster-mitigation-technical-support/404-hazard-mitigation-grant-program>.

Please direct any questions to [HMA@caloes.ca.gov](mailto:HMA@caloes.ca.gov).

# FINANCIALS

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
STATEMENT OF FUND BALANCES - PAGE 1 OF 2



**BANK ACCOUNT BALANCES AT MONTH-END**

December 31, 2020

December 31, 2019

**GENERAL ACCOUNTS**

1. US Bank - General Account	1,978,714.07	2,794,472.60
2. US Bank - Xpress BillPay/Electronic Payments Account	3,966.48	1,044.10
<i>Subtotal</i>	1,982,680.55	2,795,516.70

**INVESTMENT & INTEREST BEARING ACCOUNTS**

3. US Bank - DWR/SRF Money Markey Acct	166,503.71	165,937.18
4. US Bank - DWR/SRF Reserve CD Account	547,336.94	547,336.94
5. US Bank - PARS Investment Account	908,493.72	773,545.94
6. L. A. I. F Account - General Account	1,687.78	1,687.78
7. L. A. I. F Account - MSRA Reserve Account	440,635.83	-
8. CalTRUST - Restricted Inv. Account (Medium Term)	1,320,606.21	-
9. CalTRUST - Unrestricted Inv. Account (Medium Term)	431,090.20	-
10. CalTRUST - DWFP Reserve Account (FedFund)	240,654.99	-
11. CalTRUST - ReMat Account (LEAF Fund)	653,796.18	-
12. CalTRUST - General Reserve Account (Short-Term)	2,381,918.67	-
13. Humboldt County - SRF Loan Payment Account	51,473.19	50,411.36
14. Humboldt County - 1% Tax Account	1,166.69	-
15. Principle Investment Account	25,952.40	29,370.00
<i>Subtotal</i>	7,171,316.51	1,568,289.20

**OTHER ACCOUNTS**

16. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
17. Cash on Hand	650.00	650.00
18. Humboldt County - Investment Account (clsd)	7,368.53	1,708,452.75
19. Humboldt County - DWFP Reserve Account (clsd)	445.57	238,086.51
20. Humboldt County - MSRA Reserve Account (clsd)	22.78	-
21. Humboldt County - ReMat Account (clsd)	687.83	511,403.33
<i>Subtotal</i>	36,174.71	2,485,592.59

**TOTAL CASH**

**9,190,171.77**

**6,849,398.49**

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
STATEMENT OF FUND BALANCES - PAGE 2 OF 2

SECTION 10-20 PAGE NO. 2



<b>FUND BALANCES AT MONTH-END</b>	December 31, 2020	December 31, 2019
<b>RESTRICTED FUNDS - ENCUMBERED</b>		
1. Prior-Year Price Factor 2 Rebate	(13,115.57)	(32,610.69)
2. Prior-Year Restricted AP Encumbrances	(136,314.00)	(57,250.00)
3. Advanced Charges - 12Kv Relocation	-	(351,887.00)
4. Advanced Charges - 18,000lb Excavator	(222,800.00)	(54,343.00)
5. Advanced Charges - 3x Tank Seismic Retrofit	(245,112.00)	(30,000.00)
6. Advanced Charges - Cathodic Protection Project	(49,998.00)	-
7. Advanced Charges - Collector 2 Rehabilitation	(668,045.00)	(385,000.00)
8. Advanced Charges - On-Site Generation of Chlorine	(456,195.00)	-
9. Advanced Charges - Redundant Pipeline	(125,002.00)	-
10. Advanced Charges - TRF Emergency Generator	(287,498.00)	(225,000.00)
11. Advanced Charges - Chlorine Scrubber	-	(350,000.00)
<i>Subtotal</i>	(2,204,079.57)	(1,486,090.69)
<b>RESTRICTED FUNDS - OTHER</b>		
12. 1% Tax Credit to Muni's	-	(29,072.96)
13. DWR Reserve for SRF Payment	(166,503.71)	(166,159.01)
14. DWR Reserve for SRF Loan	(547,336.94)	(547,336.94)
15. Pension Trust Reserves	(908,493.72)	(773,545.94)
16. ReMat Deposit	(27,000.00)	(27,000.00)
17. HB Retail Capital Replacement Reserves	(73,761.66)	-
<i>Subtotal</i>	(1,723,096.03)	(1,543,114.85)
<b>UNRESTRICTED FUNDS</b>		
<b>BOARD RESTRICTED</b>		
18. MSRA Reserves	(442,323.61)	-
19. DWFP Reserves	(240,654.99)	(238,086.51)
20. ReMat Reserves	(653,845.24)	(511,403.33)
21. Paik-Nicely Development	(4,158.00)	(4,158.00)
22. Principle Investment Reserves	(25,952.40)	(29,370.00)
<i>Subtotal</i>	(1,366,934.24)	(783,017.84)
<b>UNRESTRICTED RESERVES</b>		
23. Accumulation for SRF Payment	(363,815.78)	(50,441.36)
24. Accumulation for Ranney/Techite Payment	7,431.62	76.70
25. General Fund Reserves	(3,539,677.77)	(2,992,442.89)
<i>Subtotal</i>	(3,896,061.93)	(3,037,175.11)
<b>TOTAL NET POSITION</b>	<b>(9,190,171.77)</b>	<b>(6,849,398.49)</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 REVENUE REPORT  
 December 31, 2020

50%  
 Of Budget Year

**A. REVENUE RETURNED TO CUSTOMERS VIA PF2**

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
<b>1. Humboldt Bay Retail Water Revenue</b>	22,711	134,490	228,110	318,394	42%
<b>General Revenue</b>					
Interest	0	0	570	30,000	0%
FCSD Contract (Maint. & Operations)	11,291	116,447	110,770	225,000	52%
Power Sales (Net ReMat)	14,114	57,096	33,790	220,000	26%
Tax Receipts (1% Taxes)	0	0	0	825,000	0%
<b>2. Miscellaneous Revenue*</b>	3,781	45,786	19,801	50,000	92%
<i>*Detail on following page</i>					
<b>TOTAL PF2 REVENUE CREDITS</b>	<b>51,898</b>	<b>353,819</b>	<b>393,041</b>	<b>1,668,394</b>	<b>21%</b>

**B. DISTRICT REVENUE**

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
<b>3. Industrial Water Revenue</b>					
Harbor District	0	293	169	0	0
<i>Subtotal Industrial Water Revenue</i>	0	293	169	0	0
<b>4. Municipal Water Revenue</b>					
City of Arcata	106,462	633,874	686,295	1,147,108	55%
City of Blue Lake	14,699	88,676	96,197	161,539	55%
City of Eureka	249,094	1,496,411	1,620,391	2,753,934	54%
Fieldbrook CSD	14,052	83,159	87,371	149,132	56%
Humboldt CSD	82,644	489,257	521,643	886,893	55%
Manila CSD	5,827	35,548	37,805	62,563	57%
McKinleyville CSD	87,125	517,483	547,912	916,164	56%
<i>Subtotal Municipal Water Revenue</i>	559,901	3,344,409	3,597,613	6,077,332	55%
<b>TOTAL INDUSTRIAL &amp; WHOLESALE REVENUE</b>	<b>559,901</b>	<b>3,344,702</b>	<b>3,597,782</b>	<b>6,077,332</b>	<b>55%</b>
<b>5. Power Sales</b>					
Power Sales (ReMat Revenue)	31,837	121,601	67,989	300,000	41%
Interest (ReMat Revenue)	0	5,620	0	0	
<b>TOTAL REMAT REVENUE</b>	<b>31,837</b>	<b>127,221</b>	<b>67,989</b>	<b>300,000</b>	<b>42%</b>
<b>6. Other Revenue and Grant Reimbursement</b>					
HB Retail Capital Replacement Rev.	3,447	17,451	17,742		
FCSD Contract (Admin & Overhead)	6,817	48,179	27,596		
FEMA/CalOES Grant Revenue	0	153,599	0		
SWRCB In-Stream Flow Grant Revenue	0	44,742	0		
Quagga Grant (Pass-Through)	0	0	0		
Interest - Muni PF2 Retained	0	24,230	272		
Net Increase/(Decrease) Investment Accounts	67,662	107,721	24,827		
<b>TOTAL OTHER/GRANT REVENUE</b>	<b>77,926</b>	<b>395,922</b>	<b>70,437</b>		
<b>GRAND TOTAL ALL REVENUE</b>	<b>721,563</b>	<b>4,221,664</b>	<b>4,129,250</b>	<b>8,045,726</b>	<b>52%</b>



HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 MISCELLANEOUS REVENUE - DETAIL REPORT  
 December 31, 2020

**B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)**

	MTD RECEIPTS	YTD RECEIPTS
<b>Miscellaneous Revenue</b>		
ACWA/JPIA HR LaBounty Safety Award	100	350
ACWA/JPIA Wellness Grant	-	952
Dividend - Principal Life	299	897
Fees - Park Use	-	400
Rebate - CALCard	296	387
Rebate - WISE Incentive	-	12,809
Refund - Diesel Fuel Tax	71	111
Refunds - Miscellaneous	-	231
Reimb - Attorney Fees-Kirkpatrick	775	775
Reimb. - Copies & Postage	1	54
Reimb. - Gas	-	-
Reimb. - Telephone	-	-
Reimb. - Emp. Vol. Life & AD&D	-	118
Rent - Parking Lot	-	-
Rent & Deposit - Vivid Green	-	2,000
Retirees' Health Ins./COBRA Reimb.	1,981	22,719
Sale - Surplus Equipment	133	2,442
UB - Bad Debt Recovery	-	161.4
UB - Water Processing Fees	30	240
UB - Hydrant Rental Deposit/Use	96	539
<b>Ruth Area</b>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	-	600
<hr/>		
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>3,781</b>	<b>45,786</b>
<hr/>		

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 ALL - MONTHLY EXPENDITURE REPORT - PAGE 1 OF 3  
 December 31, 2020

50% Of Budget Year

**SALARY AND EMPLOYEE BENEFIT EXPENDITURES (S. E. B.)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b>Compensation</b>					
1. Wages - Regular	174,891.80	989,407.75	902,843.52	2,241,878	
2. Wages - Sick	4,804.33	24,193.05	27,508.50		
3. Wages - Vacation	9,031.26	81,531.81	74,122.26		
<i>Subtotal</i>	188,727.39	1,095,132.61	1,004,474.28	2,241,878	49%
4. Wages - Overtime	2,287.03	17,025.53	13,916.31	15,000	
5. Wages - Holiday (Worked)	1,733.92	4,288.25	4,902.00	15,000	
<i>Subtotal</i>	4,020.95	21,313.78	18,818.31	30,000	71%
6. Wages - Part-Time	1,257.12	18,702.13	16,739.01	78,551	24%
7. Wages - Shift Differential	969.76	5,339.68	4,817.59	11,000	49%
8. Wages - Standby	7,417.78	40,086.06	47,231.96	81,000	49%
9. Director Compensation	2,080.00	11,200.00	11,120.00	26,000	43%
10. Secretarial Fees	262.50	1,575.00	1,575.00	3,200	49%
11. Payroll Tax Expenses	14,596.61	89,678.93	83,001.11	192,173	47%
<i>Subtotal</i>	26,583.77	166,581.80	164,484.67	391,924	43%
<b>Employee Benefits</b>					
12. Health, Life, & LTD Ins.	54,041.85	326,520.53	279,268.60	704,507	46%
13. Air Medical Insurance	-	1,755.00	1,950.00	2,145	82%
14. Retiree Medical Insurance	11,438.29	73,907.17	71,817.72	103,530	71%
15. Employee Dental Insurance	2,717.50	16,285.08	13,945.20	39,399	41%
16. Employee Vision Insurance	593.92	3,591.11	3,600.64	7,350	49%
17. Employee EAP	82.51	498.91	390.10	1,116	45%
18. 457b District Contribution	2,550.00	15,100.00	15,650.00	30,600	49%
19. CalPERS Expenses	26,405.70	362,023.15	328,467.55	547,851	66%
20. Workers Comp Insurance	-	42,526.70	43,217.02	100,961	42%
<i>Subtotal</i>	97,829.77	842,207.65	758,306.83	1,537,459	55%
<b>TOTAL S.E.B</b>	<b>317,161.88</b>	<b>2,125,235.84</b>	<b>1,946,084.09</b>	<b>4,201,261</b>	<b>51%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3

SECTION 10.20, PAGE NO. 6

December 31, 2020

50% Of Budget Year

**SERVICE & SUPPLY EXPENDITURES (S & S)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b>Operations &amp; Maintenance</b>					
1. Auto Maintenance	2,825.39	17,919.85	24,921.60	39,700	45%
2. Engineering	1,375.46	12,337.85	13,638.50	75,000	16%
3. Lab Expenses	855.00	8,512.00	5,074.38	13,000	65%
4. Maintenance & Repairs					
General	4,400.53	9,724.87	3,045.83	48,000	20%
TRF	1,414.20	3,668.25	5,073.24	20,000	18%
<i>Subtotal</i>	<i>5,814.73</i>	<i>13,393.12</i>	<i>8,119.07</i>	<i>68,000</i>	<i>20%</i>
5. Materials & Supplies					
General	(2,045.76)	20,750.05	17,912.96	38,000	55%
TRF	2,838.53	6,634.78	9,689.39	35,000	19%
<i>Subtotal</i>	<i>792.77</i>	<i>27,384.83</i>	<i>27,602.35</i>	<i>73,000</i>	<i>38%</i>
6. Radio Maintenance	566.91	3,241.91	3,125.88	8,500	38%
7. Ruth Lake License	-	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	1,035.23	9,720.98	7,914.78	22,000	44%
TRF	49.55	675.55	463.84	2,000	34%
<i>Subtotal</i>	<i>1,084.78</i>	<i>10,396.53</i>	<i>8,378.62</i>	<i>24,000</i>	<i>43%</i>
9. Tools & Equipment	415.19	2,288.42	2,368.72	5,000	46%
10. USGS Meter Station	-	-	-	8,500	0%
<i>Operations Subtotal</i>	<i>13,730.23</i>	<i>96,974.51</i>	<i>94,729.12</i>	<i>316,200</i>	<i>31%</i>

**General & Administration**

11. Accounting Services	-	1,800.00	950.00	18,000	10%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	8,030.00	30,589.50	28,094.78	28,100	109%
14. General Manager Training	-	-	2,315.18	3,000	0%
15. IT & Software Maintenance	874.70	13,111.49	12,859.98	31,000	42%
16. Insurance	-	86,792.90	77,863.95	111,000	78%
17. Internet	831.98	4,946.17	4,030.85	10,000	49%
18. Legal Services	1,587.50	19,925.50	27,971.25	35,000	57%
19. Miscellaneous	-	2,321.14	11,957.22	11,500	20%
20. Office Building Maint.	3,133.35	8,973.76	6,076.13	16,000	56%
21. Office Expense	2,419.65	23,915.47	33,497.42	40,500	59%
22. Professional Services	2,981.25	3,165.72	6,107.08	20,000	16%
23. Property Tax	-	945.00	945.00	1,000	95%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3  
 December 31, 2020

SECTION 10.20 PAGE NO. 7

50% Of Budget Year

<b>SERVICE &amp; SUPPLY EXPENDITURES (con't)</b>					
	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
24. Regulatory Agency Fees	14,860.00	75,892.89	68,797.59	141,000	54%
25. Ruth Lake Programs	-	-	-	5,000	0%
26. Safety Apparel	2,977.68	2,925.68	3,262.79	3,000	98%
27. Technical Training	-	524.00	5,830.06	14,500	4%
28. Telephone	1,790.48	20,632.78	24,437.12	49,000	42%
29. Travel & Conference	-	(344.00)	7,888.37	25,000	-1%
<i>Gen. &amp; Admin. Subtotal</i>	<i>39,486.59</i>	<i>296,118.00</i>	<i>322,884.77</i>	<i>562,600</i>	<i>53%</i>

<b>Power</b>					
30. Essex - PG & E	60,525.89	311,895.56	361,323.78		
31. 2Mw Generator Fuel	-	3,358.48	27,777.87		
<i>Subtotal Essex Pumping</i>	<i>60,525.89</i>	<i>315,254.04</i>	<i>389,101.65</i>		

32. All other PG & E	5,472.44	97,434.62	33,131.71		
<i>Subtotal All Power</i>	<i>65,998.33</i>	<i>412,688.66</i>	<i>422,233.36</i>	<i>764,500</i>	<i>54%</i>

<b>Total Service and Supplies incl. Power</b>					
	<b>119,215.15</b>	<b>805,781.17</b>	<b>839,847.25</b>	<b>1,643,300</b>	<b>49%</b>

**PROJECTS, FIXED ASSETS & CONSULTING SERVICES**

	Month-to-Date	Year-to-Date		Budget	% of Budget
	121,226.00	650,108.00		11,116,238	6%

<b>GRAND TOTAL EXPENSES</b>	<b>557,603.03</b>	<b>3,581,125.01</b>	<b>2,785,931.34</b>	<b>16,960,799</b>	<b>21%</b>
-----------------------------	-------------------	---------------------	---------------------	-------------------	------------

33. Debt Service - SRF Loan	273,668.48	273,668.48	273,668.48	547,337	50%
-----------------------------	------------	------------	------------	---------	-----

34. Debt Service - US Bank	-	81,094.05	81,094.05	162,200	50%
----------------------------	---	-----------	-----------	---------	-----

**TOTAL EXPENSES WITH DEBT SERVICE**

	<b>836,346.91</b>	<b>3,947,049.14</b>	<b>3,140,693.87</b>	<b>17,670,336</b>	
--	-------------------	---------------------	---------------------	-------------------	--

**OTHER EXPENSES**

35. ReMat Consultant Exp.	5,075.40	11,161.60	9,371.96		
36. Capital Replacement Exp.	-	157.88	-		

# HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROJECT PROGRESS REPORT

December 31, 2020

SECTION 16.2a PAGE NO. 8

50% Of Budget Year

## A. CAPITAL PROJECTS

	MTD	YTD		% OF
ACTIVE GRANT FUNDED CAPITAL PROJECTS	EXPENSES	TOTAL	BUDGET	BUDGET
1 Grant - 12kV Switchgear Relocation <i>(\$3M - FEMA Grant)</i>	8,809	395,233	2,517,062	16%
2 Grant - Collector 2 Rehabilitation <i>(\$1.6M - NCRP Prop1 Grant)</i>	14,479	66,145	1,600,000	4%
3 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA Grant, Phase 1 Approved)</i>	11,281	43,494	329,000	13%
<b>NON-GRANT FUNDED CAPITAL PROJECTS</b>				
4 Fiber Optic Link - Collector 2 (Phase 1)	0	2,970	65,000	5%
5 On-Site Generation of Chlorine <i>(\$850k - FY21-22, Treatment Facility Project)</i>	0	0	850,000	0%
6 Techite Intertie Location Abandonment	0	0	12,000	0%
7 FY21 Mainline Valve Replacement	0	0	31,750	0%
8 Main Office Emergency Generator	8,083	14,199	37,250	38%
9 Transformer at Hydro Plant	0	0	160,000	0%
10 Interruptor Switchgear Panel	0	0	28,000	0%
11 Headquarters Remodel	0	2	120,000	0%
12 Headquarters Fire System & Pump House	0	0	4,500	0%
13 Headquarters & Bunkhouse Generator	0	309	15,000	2%
14 Curbing on Mad River Road	0	200	5,800	3%
<b>TOTAL CAPITAL PROJECTS</b>	<b>42,652</b>	<b>522,552</b>	<b>5,775,362</b>	<b>9%</b>

## B. EQUIPMENT AND FIXED ASSET PROJECTS

	MTD	YTD		% OF
	EXPENSES	TOTAL	BUDGET	BUDGET
15 FY21 Replace Admin Computers (Ops)	0	0	2,500	0%
16 Ruth Vehicle (Unit 6)	1,553	33,664	62,500	54%
17 High Pressure Washer	0	0	11,250	0%
18 Portable Sandblasting Unit	0	4,195	4,750	88%
19 Wheels/Tires on Ziemann Trailer	0	2,868	3,250	88%
20 Ergonomic Desks for AOS, WOS, Electrical Shop	0	3,650	4,750	77%
21 2 New Laptop Computers	0	2,924	3,000	97%
22 Tractor Mower	0	0	8,500	0%
23 Tools & Equipment Storage for Shop	0	0	2,750	0%



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## PROJECT PROGRESS REPORT - PAGE 2 OF 5

December 31, 2020

50% Of Budget Year

**B. EQUIPMENT AND FIXED ASSET PROJECTS (con't)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
24 Trench Shoring Equipment	0	0	3,750	0%
25 Portable Electric Valve Operator	0	11,651	11,000	106%
26 Hazardous Spill Containment Equipment	0	2,452	2,500	98%
27 Tractor	0	0	70,750	0%
28 Tilt-Deck Equipment Trailer	63	11,126	12,750	87%
29 Hydraulic Bolt Torque Machine	0	0	12,000	0%
30 Sieve Shaker	0	1,828	2,500	73%
<i>(Treatment Facility Project)</i>				
31 Replace Admin Computers (Office)	0	4,021	5,500	73%
32 Ergonomic Desk for Customer Service Desk	0	1,254	3,000	42%
33 Front Office Doors	0	0	6,000	0%
34 Base Radio Units for HQ & Relief Operator	0	3,161	3,750	84%
35 Howell Bunger Valve Cylinders	6,764	7,341	8,750	84%
36 Ruth Property Maintenance Equipment	0	109	4,000	3%
37 Ruth HQ Shop Lighting Upgrade/Equipment	0	0	6,250	0%
38 Log Boom Inspection Equipment	0	1,694	2,500	68%
<b>TOTAL EQUIPMENT &amp; FIXED ASSET PROJECTS</b>	<b>8,379</b>	<b>91,938</b>	<b>258,250</b>	<b>36%</b>

**C. MAINTENANCE PROJECTS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
39 FY21 Pipeline Maintenance	155	4,486	12,750	35%
40 FY21 12kV System Maintenance	0	0	4,000	0%
41 FY21 Main Line Meter Flow Calculation	3,702	3,702	14,000	26%
42 FY21 Technical Support/Software Updates	0	7,553	17,250	44%
43 FY21 Generator Services	828	828	3,500	24%
44 FY21 TRF Generator Services	13	13	500	3%
<i>(Treatment Facility Project)</i>				
45 FY21 Hazard/Diseased Tree Removal	0	0	8,000	0%
46 FY21 Cathodic Protection	0	0	6,500	0%
47 FY21 Maintenance Emergency Repairs	15	5,835	50,000	12%
48 FY21 Fleet Paint Repairs	0	0	5,000	0%
49 Surge Tank Refurbishments	0	1,187	3,000	40%
50 Microsoft Office Package Upgrade	0	6,885	8,250	83%
51 FY21 Pipeline Repair Parts	0	0	12,250	0%
52 Collector Lube Oil Reservoir Replacement	0	13,167	16,000	82%
53 Oil Filter Crushing Station	0	0	2,500	0%
54 35kW Voltage Selector Switch	0	0	5,500	0%
55 Fence/Gate-DG Fairhaven Fire Service Meter	0	1,337	6,400	21%
56 FY21 TRF Limitorque Valve Retrofit Supplies	0	0	14,500	0%
<i>(Treatment Facility Project)</i>				

**C. MAINTENANCE PROJECTS (con't)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
57 FY21 Chemical Pump Spare Parts Inventory <i>(Treatment Facility Project)</i>	0	1,043	5,250	20%
58 Emergency Sample Sump Pump <i>(Treatment Facility Project)</i>	0	0	6,250	0%
59 TRF Process Pumps Rebuild Kit Inventory <i>(Treatment Facility Project)</i>	3,386	6,527	8,250	79%
60 Sludge Bed Lighting Project <i>(Treatment Facility Project)</i>	0	0	4,250	0%
61 Emergency Limitorque Gear Boxes <i>(Treatment Facility Project)</i>	0	0	14,750	0%
62 Brush Abatement - Ruth Hydro	0	0	6,500	0%
63 Howell Bungler Valve Inspection	0	0	1,110	0%
64 Ruth LTO Insurance	0	0	5,000	0%
65 Log Boom Inspection	0	260	1,000	26%
66 FY21 Abandoned Vehicle Abatement - Ruth	0	0	4,000	0%
67 Log Boom Hardware Replacement	0	4,183	7,000	60%
<b>TOTAL MAINTENANCE PROJECTS</b>	<b>8,100</b>	<b>57,008</b>	<b>253,260</b>	<b>23%</b>

**D. PROFESSIONAL & CONSULTING SERVICES**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
68 FY21 Crane Testing/Certification	0	8,248	10,000	82%
69 FY21 Chlorine System Maintenance	0	277	16,750	2%
70 FY21 Backflow Meter Training	0	0	3,000	0%
71 Hydro Plant Annual Elect. & Maintenance Inspection	0	0	2,050	0%
72 FY21 Essex Mad River Cross-Sectional Survey	0	7,362	10,000	74%
73 FY21 Technical Training	0	460	23,250	2%
74 FY21 O & M Training	0	0	20,000	0%
75 FY21 Essex Server Backup System (Monthly Fees)	0	8,580	8,750	98%
76 FY21 Public Education Funds	0	0	5,000	0%
77 Water Plan	0	513	30,000	2%
78 FY21 Electrical Technical Training	0	0	13,250	0%
79 FY21 Annual Section 115 Pension Trust Contribution	0	50,000	50,000	100%
80 FY21 Grant Application Assistance	0	3,666	20,000	18%
81 Comp. Domestic Pipeline Fitness Eval.	0	0	195,000	0%
82 Staff Gauge Survey	3,010	3,010	3,800	79%
83 Retail Rate Study Assistance	0	0	5,000	0%
84 FERC Part 12 - Plunge Pool Underwater Inspection	0	130	13,500	1%
85 FERC Part 12 - Geologist Inspection	0	0	6,800	0%
86 FERC Part 12 - Ind. Consultant Insp. (FY22)	1,693	6,614	20,000	33%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 4 OF 5

December 31, 2020

50% Of Budget Year

**D. PROFESSIONAL & CONSULTING SERVICES (CON'T)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
87 FERC - Dam Safety Surveillance & Monitoring Report	0	0	8,000	0%
88 FERC - Dam Safety Engineer	444	3,557	12,000	30%
89 Dam Spillway Wall Monument Survey	6,110	6,110	7,600	80%
90 Spillway Repair, Inspection & Reporting Assistance	210	210	10,000	2%
<b>TOTAL PROF/CONSULTING SERVICES</b>	<b>11,467</b>	<b>98,736</b>	<b>493,750</b>	<b>20%</b>

**E. INDUSTRIAL SYSTEM PROJECTS**

91 Maintain Water Supply to PS6 during Low-Flow	0	0	13,250	0.0%
<b>TOTAL INDUSTRIAL SYSTEM PROJECTS</b>	<b>0</b>	<b>0</b>	<b>13,250</b>	<b>0%</b>

**F. CARRY-OVER PROJECTS FROM PRIOR YEAR**

92 Collector 5 Security & Anti-Vandalism Measures	0	0	7,500	0%
<b>TOTAL CARRYOVER PROJECTS</b>	<b>0</b>	<b>0</b>	<b>7,500</b>	<b>0%</b>

**G. PROJECTS NOT CURRENTLY CHARGED TO MUNICIPAL CUSTOMERS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
93 18,000 Lb. Excavator <i>(Advanced Charges)</i>	0	0	222,800	0%
94 HB Retail Radio-Read Meter Project <i>(HB Retail Capital Replacement Funds)</i>	0	0	7,500	0%
95 Streambed Flow Enhancement Grant <i>(DWR Grant)</i>	0	14,208	467,969	3%
96 Refurbish PS-6 (Phase 1) <i>(EDA Grant &amp; Reserves)</i>	0	2,217	3,500,000	0%
97 I/W Reservoir Fencing Repairs/Replacement <i>(Reserves)</i>	0	784	11,250	7%
98 I/W System Evaluation Memo <i>(Reserves)</i>	0	0	26,000	0%
99 PS6 Gravel Bar Work <i>(Reserves)</i>	0	0	76,100	0%
100 Industrial System Assistance <i>(Reserves)</i>	0	0	10,000	0%
101 Industrial/Domestic System Intertie <i>(Reserves)</i>	0	0	11,000	0%
<sup>101</sup> <sub>A</sub> Fire Disaster Recovery 2020 <i>(Reserves)</i>	4,219	27,583	0	0%
<b>TOTAL NOT CHARGED TO CUSTOMERS</b>	<b>4,219</b>	<b>44,792</b>	<b>4,332,619</b>	<b>1%</b>

**H. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED - FY21**

	MTD	YTD	BUDGET	% BUDGET
102 Grant - Collector Mainline Redundancy Pipeline <i>(\$3.1M - PENDING FEMA Grant)</i>	4,167	25,000	50,000	50%
103 Grant - Collector 2 Rehabilitation <i>(\$1.2M - NCRP Prop1 Grant)</i>	16,667	100,000	200,000	50%
104 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA Grant, Phase 1 Approved)</i>	16,667	100,000	200,000	50%
105 Grant - TRF Generator <i>(\$1.9M - PENDING FEMA Grant)</i>	2,083	12,500	25,000	50%
106 Cathodic Protection Project <i>(\$405k, FY22)</i>	8,333	50,000	100,000	50%
107 On-Site Generation of Chlorine <i>(\$850k, FY21-22)</i>	6,667	40,000	80,000	50%
108 Ranney Collector 3/Techite Debit Service Funds	14,745	88,473	162,200	55%
<b>TOTAL ADVANCED CHARGES COLLECTED - FY21</b>	<b>69,329</b>	<b>415,973</b>	<b>817,200</b>	<b>51%</b>

**PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY**

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS*	8,083	17,681	479,300	4%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	8,379	91,938	258,250	36%
TOTAL MAINTENANCE PROJECTS	8,100	57,008	253,260	23%
TOTAL PROF/CONSULTING SERVICES	11,467	98,736	493,750	20%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%
TOTAL ADVANCED CHARGES/DEBIT SERVICE - FY21	69,329	415,973	817,200	51%
<b>TOTAL CUSTOMER CHARGES</b>	<b>\$105,358</b>	<b>\$681,335</b>	<b>\$2,322,510</b>	<b>29%</b>

\*EXCLUDES ON-SITE GENERATION OF CHLORINE

NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	34,569	504,871	4,446,062	11%
TOTAL NON-CUSTOMER CHARGES	4,219	44,792	4,332,619	1%
TOTAL USE OF ENCUMBERED FUNDS	19,990	79,491	229,305	35%
<b>TOTAL NON-CUSTOMER CHARGES</b>	<b>\$58,777</b>	<b>\$629,154</b>	<b>\$9,007,986</b>	<b>7%</b>
<b>GRAND TOTAL PROJECT BUDGET ACTIVITY</b>	<b>\$164,135</b>	<b>\$1,310,489</b>	<b>\$11,330,496</b>	<b>12%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 ENCUMBERED FUNDS RECONCILIATION REPORT  
 December 31, 2020

	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
<b>A. CAPITAL PROJECTS</b>				
1 TRF Line Shed 5	44	8,547	14,950	6,403
<b>B. EQUIPMENT &amp; FIXED ASSET PROJECTS</b>				
2 Chlorine System Maintenance	6,095	6,488	3,050	(3,438)
3 Col. 2 Underground 12Kv Power/Fiber Optic	0	900	21,460	20,560
4 Eureka Office Carpeting	0	0	14,500	14,500
5 Eureka Office ADA Upgrades	0	3,275	3,275	0
6 Fleet Maintenance Equipment	0	0	300	300
7 Meter Reader Handheld Unit	0	3,100	4,500	1,400
8 Replacement of UPS's (Phase 2)	0	27,434	27,950	516
<b>C. MAINTENANCE PROJECTS</b>				
9 Collector 1 Electrical Upgrade 2018/19	0	0	31,000	31,000
10 Gates at I/W Reservoir and SBPS	0	385	800	415
11 Ruth HQ Dock Decking	0	1,219	2,200	981
12 Ruth Slide Gate Hydraulic Oil	0	746	1,950	1,204
<b>D. PROFESSIONAL &amp; CONSULTING SERVICES</b>				
13 Hydro Plant Electrical and Maintenance Insp.	0	0	2,000	2,000
14 Ruth Hydro Relay Replacement-Phase 2	13,851	24,382	87,000	62,618
15 FY20 Abandoned Vehicle Abatement - Ruth	0	0	10,000	10,000
<b>E. FY20 SERVICE &amp; SUPPLY BUDGET</b>				
16 MAINTENANCE & REPAIRS	0	2465	2,465	0
17 MATERIALS & SUPPLIES	0	50	50	0
18 SAFETY EQUIP & TRAINING	0	500	550	50
19 ACCOUNTING	0	0	1,305	1,305
<b>ENCUMBERED FUNDS TOTAL</b>	<b>19,990</b>	<b>79,491</b>	<b>229,305</b>	<b>149,814</b>



Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 1  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
<b>101 NETLINK</b>			
101 NETLINK	12/01/2020	Ruth Data Link/Internet	160.00
Total 101 NETLINK:			160.00
<b>ACWA/JPIA</b>			
ACWA/JPIA	12/21/2020	RETIREE MEDICAL	11,469.77
ACWA/JPIA	12/21/2020	COBRA Dental	31.48
Total ACWA/JPIA:			11,438.29
<b>Advanced Security Systems</b>			
Advanced Security Systems	12/03/2020	Eureka Office Alarm System Maintenance	330.00
Total Advanced Security Systems:			330.00
<b>AT &amp; T</b>			
AT & T	12/15/2020	SIMS Service	321.99
Total AT & T:			321.99
<b>AT&amp;T Advertising Solutions</b>			
AT&T Advertising Solutions	12/30/2020	white page listing	21.00
Total AT&T Advertising Solutions:			21.00
<b>AT&amp;T Long Distance</b>			
AT&T Long Distance	12/08/2020	Eureka Office Long Distance	138.79
AT&T Long Distance	12/15/2020	Valve Building-Samoa Long Distance	120.25
AT&T Long Distance	12/15/2020	Essex Control Long Distance	21.33
AT&T Long Distance	12/15/2020	Eureka Office Long Distance	7.12
AT&T Long Distance	12/15/2020	TRF Long Distance	146.92
AT&T Long Distance	12/15/2020	Ruth Hydro/Dataline Long Distance	172.59
Total AT&T Long Distance:			607.00
<b>AWWA</b>			
AWWA	12/30/2020	Annual Membership Renewal - Dale Davidsen	105.00
Total AWWA:			105.00
<b>BDI - M&amp;S Arcata</b>			
BDI - M&S Arcata	12/31/2020	safety supplies	223.72
BDI - M&S Arcata	12/31/2020	safety supplies	30.35
BDI - M&S Arcata	12/31/2020	Howell Bungler Valve Cylinder	6,763.60
Total BDI - M&S Arcata:			7,017.67
<b>Bedliners Plus</b>			
Bedliners Plus	12/30/2020	Replace Unit 6	244.13
Total Bedliners Plus:			244.13
<b>Buckles-Smith</b>			
Buckles-Smith	12/30/2020	Communication Equipment Generator Service	116.90

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 2  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Total Buckles-Smith:			116.90
<b>City of Eureka</b>			
City of Eureka	12/07/2020	Eureka office water/sewer	81.76
Total City of Eureka:			81.76
<b>Coastal Business Systems Inc.</b>			
Coastal Business Systems Inc.	12/15/2020	Eureka office copy and fax machine	974.56
Total Coastal Business Systems Inc.:			974.56
<b>CSDA</b>			
CSDA	12/07/2020	2021 Membership	7,805.00
Total CSDA:			7,805.00
<b>Cummins Pacific LLC</b>			
Cummins Pacific LLC	12/31/2020	Eureka Emergency Generator	2,862.92
Cummins Pacific LLC	12/31/2020	2 MW Generator Service	29.81
Cummins Pacific LLC	12/31/2020	Service 2 MW generator	636.04
Total Cummins Pacific LLC:			3,528.77
<b>Dave Perkins</b>			
Dave Perkins	12/01/2020	auto mileage reimbursement	117.13
Total Dave Perkins:			117.13
<b>Design Air - Heating &amp; Sheetmetal</b>			
Design Air - Heating & Sheetmetal	12/30/2020	Eureka office furnace repair	1,088.52
Total Design Air - Heating & Sheetmetal:			1,088.52
<b>Electrical Reliability Services, Inc</b>			
Electrical Reliability Services, Inc	12/30/2020	Ruth Hydro Protective Relay Replacement -Progress Pmt 3	13,851.00
Total Electrical Reliability Services, Inc:			13,851.00
<b>Eureka Oxygen</b>			
Eureka Oxygen	12/31/2020	maintenance supplies	60.03
Eureka Oxygen	12/31/2020	cylinder rental	115.40
Total Eureka Oxygen:			175.43
<b>Fastenal Company</b>			
Fastenal Company	12/31/2020	Pipeline Maintenance	7.94
Fastenal Company	12/31/2020	Eureka Office Emergency Generator	44.79
Total Fastenal Company:			52.73
<b>FEDEX</b>			
FEDEX	12/30/2020	Ship Safety equipment for repair	10.74
FEDEX	12/30/2020	Shipp collector 2 transformer oil sample	14.94

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 3  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Total FEDEX:			25.68
<b>FleetPride</b>			
FleetPride	12/31/2020	Tilt-Deck Equipment Trailer	46.83
Total FleetPride:			46.83
<b>Flo-Line Technology, Inc</b>			
Flo-Line Technology, Inc	12/03/2020	TRF Process Pump repair kit	1,215.71
Flo-Line Technology, Inc	12/03/2020	TRF Process Pump repair kits	1,563.62
Flo-Line Technology, Inc	12/31/2020	TRF Process Pumps Rebuild Kits	606.80
Total Flo-Line Technology, Inc:			3,386.13
<b>Found.Cross-Connection</b>			
Found.Cross-Connection	12/30/2020	Backflow Prevention Annual Membership - Humboldt Bay Retail	31.20
Found.Cross-Connection	12/30/2020	Backflow prevention Annual Membership - Fieldbrook-Glendale	88.80
Total Found.Cross-Connection:			120.00
<b>Frontier Communications</b>			
Frontier Communications	12/30/2020	Ruth HQ	55.28
Frontier Communications	12/30/2020	Ruth Hydro/Ruth Dataline	190.04
Total Frontier Communications:			245.32
<b>GEI Consultants, Inc</b>			
GEI Consultants, Inc	12/30/2020	FERC ODSP Review	444.00
Total GEI Consultants, Inc:			444.00
<b>GHD</b>			
GHD	12/30/2020	Collector 2 Rehabilitation - Grant	14,479.19
GHD	12/30/2020	Reservoirs (3) Seismic Retrofit - Grant	11,280.92
GHD	12/30/2020	12KV Switchgear Replacement Project - Grant	8,808.50
GHD	12/30/2020	General Engineering - Ruth Spillway	209.81
GHD	12/30/2020	General Engineering - Essex	955.83
GHD	12/30/2020	General Engineering - Eureka	419.63
GHD	12/30/2020	General Engineering - FERC Independent Consultant	93.25
GHD	12/30/2020	General Engineering -TRF Generator Grant	1,678.53
Total GHD:			37,925.66
<b>Harbor Freight Tools</b>			
Harbor Freight Tools	12/31/2020	Ruth area Fire Disaster Recovery	326.54
Harbor Freight Tools	12/31/2020	Park 4 picnic table repair	15.16
Harbor Freight Tools	12/31/2020	Park 4 picnic table repair	23.83
Harbor Freight Tools	12/31/2020	Ruth area Fire Disaster Recovery	13.01
Total Harbor Freight Tools:			378.54
<b>Health Equity Inc</b>			
Health Equity Inc	12/15/2020	HSA Admin Fee - 2 employees	5.90
Health Equity Inc	12/15/2020	HSA Admin Fee 8 employees	23.60

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 4  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Total Health Equity Inc:			29.50
<b>Hensel Hardware</b>			
Hensel Hardware	12/15/2020	pipeline maintenance	27.74
Hensel Hardware	12/31/2020	New Unit 6	39.02
Hensel Hardware	12/31/2020	TRF maintenance	40.20
Hensel Hardware	12/31/2020	maintenance supplies	4.33
Hensel Hardware	12/31/2020	Replace tools	74.37
Hensel Hardware	12/31/2020	hazardous waste disposal	27.93
Total Hensel Hardware:			213.59
<b>Hensell Materials</b>			
Hensell Materials	12/08/2020	TRF maintenance supplies	59.20
Total Hensell Materials:			59.20
<b>Henwood Associates, Inc</b>			
Henwood Associates, Inc	12/03/2020	Consultant Services Agreement- October 2020	237.07
Total Henwood Associates, Inc:			237.07
<b>Humboldt County Treasurer</b>			
Humboldt County Treasurer	12/31/2020	Fund No 3876 Account 800870	45,611.43
Total Humboldt County Treasurer:			45,611.43
<b>Humboldt Redwood Company, LLC</b>			
Humboldt Redwood Company, LLC	12/07/2020	Mt Pierce Lease site	285.00
Total Humboldt Redwood Company, LLC:			285.00
<b>Humboldt Waste Management Authority</b>			
Humboldt Waste Management Authority	12/31/2020	Ruth HQ hazardous waste disposal	28.00
Total Humboldt Waste Management Authority:			28.00
<b>Hummel Tire &amp; Wheel</b>			
Hummel Tire & Wheel	12/30/2020	New Unit 6 tires	1,269.71
Total Hummel Tire & Wheel:			1,269.71
<b>Industrial Electric</b>			
Industrial Electric	12/31/2020	Eureka Office Emergency Generator	13.20
Total Industrial Electric:			13.20
<b>Janet Powell</b>			
Janet Powell	12/01/2020	auto mileage reimbursement	104.19
Total Janet Powell:			104.19
<b>JTN Energy, LLC</b>			
JTN Energy, LLC	12/03/2020	Consultant Services Agreement - October 2020	237.07

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 5  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Total JTN Energy, LLC:			237.07
<b>McKinleyville Ace Hardware</b>			
McKinleyville Ace Hardware	12/31/2020	Ruth Bunkhouse keys	8.11
Total McKinleyville Ace Hardware:			8.11
<b>McMaster-Carr Supply</b>			
McMaster-Carr Supply	12/31/2020	Eureka office Emergency Generator	38.30
Total McMaster-Carr Supply:			38.30
<b>Mendes Supply Company</b>			
Mendes Supply Company	12/31/2020	Eureka office maintenance	56.81
Total Mendes Supply Company:			56.81
<b>Miller Farms Nursery</b>			
Miller Farms Nursery	12/31/2020	equipment maintenance	63.50
Miller Farms Nursery	12/31/2020	Pipeline maintenance	146.97
Miller Farms Nursery	12/31/2020	equipment maintenance	17.16
Miller Farms Nursery	12/31/2020	TRF gate repair	102.35
Total Miller Farms Nursery:			329.98
<b>Mitchell, Brisso, Delaney &amp; Vrieze</b>			
Mitchell, Brisso, Delaney & Vrieze	12/07/2020	Legal Services- Ruth Area Fire Recovery November 2020	1,069.50
Mitchell, Brisso, Delaney & Vrieze	12/07/2020	Legal Services- November 2020 North Mainline Extension Study	279.00
Total Mitchell, Brisso, Delaney & Vrieze:			1,348.50
<b>Napa Auto Parts</b>			
Napa Auto Parts	12/15/2020	Tilt Deck Equipment Trailer	15.67
Napa Auto Parts	12/15/2020	Unit 16 repair	181.13
Napa Auto Parts	12/31/2020	Unit 1 service	82.50
Napa Auto Parts	12/31/2020	Unit 1 maintenance	22.76
Napa Auto Parts	12/31/2020	Unit 12 repair	272.84
Napa Auto Parts	12/31/2020	maintenance supplies	31.43
Napa Auto Parts	12/31/2020	35 KW Generator service	45.50
Napa Auto Parts	12/31/2020	TRF Generator service	13.48
Napa Auto Parts	12/31/2020	equipment maintenance	92.47
Total Napa Auto Parts:			757.78
<b>North Coast Laboratories</b>			
North Coast Laboratories	12/07/2020	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/07/2020	lab tests - Humboldt Bay Retail	285.00
North Coast Laboratories	12/07/2020	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	12/07/2020	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	12/07/2020	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/07/2020	lab tests	355.00
North Coast Laboratories	12/07/2020	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/07/2020	lab tests	95.00
Total North Coast Laboratories:			1,210.00



Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 6  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
<b>Northern California Safety Consortium</b>			
Northern California Safety Consortium	12/08/2020	membership fee	75.00
Northern California Safety Consortium	12/31/2020	Biennial Inspection of Terminal Forms	61.03
Northern California Safety Consortium	12/31/2020	HAZWOPER Refresher training -3 employees	300.00
Total Northern California Safety Consortium:			436.03
<b>Pacific Gas &amp; Electric Co.</b>			
Pacific Gas & Electric Co.	12/15/2020	Ruth Hydro Valve Control	118.63
Pacific Gas & Electric Co.	12/15/2020	Samoa Account - Charge Correction from May 2017	141.12-
Pacific Gas & Electric Co.	12/15/2020	Eureka Office	470.51
Pacific Gas & Electric Co.	12/15/2020	Jackson Ranch Rectifier	17.68
Pacific Gas & Electric Co.	12/15/2020	299 Rectifier	133.48
Pacific Gas & Electric Co.	12/15/2020	West End Road Rectifier	137.52
Pacific Gas & Electric Co.	12/15/2020	TRF	9,382.18
Pacific Gas & Electric Co.	12/15/2020	Ruth Hydro Valve Control	33.13
Pacific Gas & Electric Co.	12/15/2020	Samoa Booster Pump Station	514.59
Pacific Gas & Electric Co.	12/15/2020	Samoa Dial Station	34.68
Pacific Gas & Electric Co.	12/15/2020	Essex Pumping 11/1 - 11/30/2020	55,150.97
Pacific Gas & Electric Co.	12/30/2020	Ruth Bunkhouse	58.72
Pacific Gas & Electric Co.	12/30/2020	Ruth HQ	87.36
Total Pacific Gas & Electric Co.:			65,998.33
<b>Pacific Paper Co.</b>			
Pacific Paper Co.	12/31/2020	Eureka office desk repair	170.00
Pacific Paper Co.	12/31/2020	Ruth area Fire Disaster Recovery	2.80
Pacific Paper Co.	12/31/2020	Eureka office supplies	56.28
Total Pacific Paper Co.:			229.08
<b>Pitney Bowes</b>			
Pitney Bowes	12/30/2020	postage meter lease	258.54
Total Pitney Bowes:			258.54
<b>PitStop Cleaning`</b>			
PitStop Cleaning`	12/15/2020	Eureka office cleaning	160.00
Total PitStop Cleaning`:			160.00
<b>Platt Electric Supply</b>			
Platt Electric Supply	12/31/2020	TRF DW sample pump repair	571.04
Platt Electric Supply	12/31/2020	Fieldbrook-Glendale CSD portable generator hookup Morris Su	379.75
Platt Electric Supply	12/31/2020	Fieldbrook-Glendale CSD portable generator hookup Morris Su	31.29
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	116.56
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	21.01
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	97.48-
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	23.96-
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	157.22-
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	277.13
Platt Electric Supply	12/31/2020	maintenance supplies	2.10
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	6.59
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	41.46
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	71.37
Platt Electric Supply	12/31/2020	Fieldbrook-Glendale CSD portable generator hookup Morris Su	3,155.76
Platt Electric Supply	12/31/2020	Eureka office emergency generator installation	156.02

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 7  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Platt Electric Supply	12/31/2020	<i>Eureka office emergency generator installation</i>	57.98
Platt Electric Supply	12/31/2020	<i>maintenance supplies</i>	36.43
Platt Electric Supply	12/31/2020	<i>Replace punch and die set</i>	329.98
Platt Electric Supply	12/31/2020	<i>maintenance supplies</i>	1.00
Platt Electric Supply	12/31/2020	<i>Eureka office emergency generator installation</i>	214.97
Platt Electric Supply	12/31/2020	<i>TRF Line Shed 5</i>	43.81
Total Platt Electric Supply:			5,235.59
<b>Points West Surveying Co</b>			
Points West Surveying Co	12/30/2020	<i>R.W. Matthews Dam Settlement Survey</i>	6,110.40
Points West Surveying Co	12/30/2020	<i>R. W. Matthews Dam Survey Staff Gauges</i>	3,009.60
Total Points West Surveying Co:			9,120.00
<b>PPG Architectural Coatings</b>			
PPG Architectural Coatings	12/31/2020	<i>Eureka office Emergency Generator</i>	73.57
Total PPG Architectural Coatings:			73.57
<b>Recology Arcata</b>			
Recology Arcata	12/17/2020	<i>Essex Garbage Service</i>	627.33
Total Recology Arcata:			627.33
<b>Recology Humboldt County</b>			
Recology Humboldt County	12/08/2020	<i>Eureka office garbage/recycling service</i>	91.71
Total Recology Humboldt County:			91.71
<b>Roto-Rooter Plumbers</b>			
Roto-Rooter Plumbers	12/30/2020	<i>Eureka office sewer line maintenance</i>	349.00
Total Roto-Rooter Plumbers:			349.00
<b>Scrapper's Edge</b>			
Scrapper's Edge	12/31/2020	<i>Ruth area Fire Disaster Recovery</i>	12.74
Scrapper's Edge	12/31/2020	<i>Ruth area Fire Disaster Recovery</i>	11.34
Scrapper's Edge	12/31/2020	<i>Ruth area Fire Disaster Recovery</i>	4.26
Total Scrapper's Edge:			28.34
<b>Sequoia Gas</b>			
Sequoia Gas	12/07/2020	<i>Ruth Bunkhouse propane tank rental</i>	74.25
Sequoia Gas	12/07/2020	<i>Refill Ruth Bunkhouse propane</i>	227.10
Sequoia Gas	12/07/2020	<i>Refill Ruth HQ Propane</i>	63.90
Total Sequoia Gas:			365.25
<b>Sitestar Nationwide Internet</b>			
Sitestar Nationwide Internet	12/03/2020	<i>Essex Internet</i>	52.90
Total Sitestar Nationwide Internet:			52.90
<b>Six Rivers Communications</b>			
Six Rivers Communications	12/31/2020	<i>Unit 10 radio antenna repair</i>	112.40
Six Rivers Communications	12/31/2020	<i>Radio maintenance Unit 8</i>	70.19

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 8  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
Six Rivers Communications	12/31/2020	Radio maintenance Unit 16	76.82
Total Six Rivers Communications:			259.41
<b>Solo Sports</b>			
Solo Sports	12/08/2020	Safety Apparel	3,480.68
Total Solo Sports:			3,480.68
<b>Staples</b>			
Staples	12/31/2020	Essex office supplies	99.20
Staples	12/31/2020	2716471961	585.88
Staples	12/31/2020	Eureka office safety supplies	292.94
Staples	12/31/2020	Eureka office safety supplies	292.94
Total Staples:			1,270.96
<b>Steven A. Marshall</b>			
Steven A. Marshall	12/30/2020	Expense Reimbursement for D4 Certification Renewal	105.00
Total Steven A. Marshall:			105.00
<b>Streamline</b>			
Streamline	12/31/2020	Website maintenance membership fee	450.00
Total Streamline:			450.00
<b>Sudden Link</b>			
Sudden Link	12/15/2020	Fieldbrook-Glendale CSD Internet	309.69
Sudden Link	12/15/2020	Eureka Internet	208.45
Sudden Link	12/07/2020	Essex internet	191.16
Sudden Link	12/07/2020	Essex Phones	106.64
Sudden Link	12/07/2020	TRF Internet	23.65
Sudden Link	12/07/2020	TRF Internet - Blue Lake SCADA Monitoring	47.29
Sudden Link	12/07/2020	TRF Internet - Fieldbrook-Glendale CSD	47.29
Total Sudden Link:			934.17
<b>SWAPE, LLC</b>			
SWAPE, LLC	12/30/2020	McNamara & Peepe Site Hydrology, Hydrogeology and samplin	1,068.75
SWAPE, LLC	12/30/2020	McNamara & Peepe Site Hydrology, Hydrogeology and samplin	337.50
SWAPE, LLC	12/30/2020	McNamara & Peepe Site Hydrology, hydrogeology and sampling	1,575.00
Total SWAPE, LLC:			2,981.25
<b>SWRCB Accounting Office</b>			
SWRCB Accounting Office	12/30/2020	Wholesaler Water System Annual Fees 7/1/2020 - 6/30/2021	11,388.00
SWRCB Accounting Office	12/30/2020	Essex Annual Permit Fee	1,736.00
SWRCB Accounting Office	12/30/2020	Ruth Lake Annual Permit Fee	1,736.00
Total SWRCB Accounting Office:			14,860.00
<b>SWRCB-DWOCP</b>			
SWRCB-DWOCP	12/15/2020	D4 Certification Renewal - Jasson S Klingonsmith	105.00
Total SWRCB-DWOCP:			105.00

Vendor Name	Date Paid	Description	Amount Paid
<b>T.P. Tire Service, Inc</b>			
T.P. Tire Service, Inc	12/31/2020	Unit 15 tires	211.61
Total T.P. Tire Service, Inc:			211.61
<b>TechnoFlo Systems</b>			
TechnoFlo Systems	12/31/2020	McKinleyville Meter Replacement	3,702.38
Total TechnoFlo Systems:			3,702.38
<b>Telstar Instruments, Inc</b>			
Telstar Instruments, Inc	12/31/2020	Chlorine system maintenance	6,095.00
Total Telstar Instruments, Inc:			6,095.00
<b>The Mill Yard</b>			
The Mill Yard	12/31/2020	Eureka office Emergency Generator	69.71
The Mill Yard	12/31/2020	Eureka office Emergency Generator	29.54
The Mill Yard	12/31/2020	Eureka office Emergency Generator	12.78
The Mill Yard	12/31/2020	Maintenance tools	10.84
The Mill Yard	12/31/2020	Unit 14 supplies	16.24
The Mill Yard	12/31/2020	Ruth area Fire Disaster Recovery	32.54
Total The Mill Yard:			171.65
<b>Thomas Law Group</b>			
Thomas Law Group	12/07/2020	Legal Fees - November 2020	1,587.50
Total Thomas Law Group:			1,587.50
<b>Thrifty Supply</b>			
Thrifty Supply	12/31/2020	Ruth area Fire Disaster Recovery	68.79
Thrifty Supply	12/31/2020	Ruth area Fire Disaster Recovery	149.05
Thrifty Supply	12/31/2020	TRF Effluent check valve repair	80.33
Total Thrifty Supply:			298.17
<b>Trinity County General Services</b>			
Trinity County General Services	12/30/2020	Pickett Peak site lease - Lease 3% increase owed for Nov and De	22.50
Total Trinity County General Services:			22.50
<b>Trinity County Solid Waste</b>			
Trinity County Solid Waste	12/15/2020	Ruth HQ dump fees	14.19
Trinity County Solid Waste	12/15/2020	Ruth Hydro dump fees	14.19
Total Trinity County Solid Waste:			28.38
<b>U.S. Bank Corporate Payment System</b>			
U.S. Bank Corporate Payment System	12/15/2020	Ruth Area Fire Disaster Recovery	61.30
U.S. Bank Corporate Payment System	12/15/2020	Ruth Area Fire Disaster Recovery	29.99
U.S. Bank Corporate Payment System	12/15/2020	Ruth Area Fire Disaster Recovery	57.46
U.S. Bank Corporate Payment System	12/15/2020	Ruth Area Fire Disaster Recovery	118.73
U.S. Bank Corporate Payment System	12/15/2020	Adobe Software Annual Renewal - Executive Assistant	179.88
U.S. Bank Corporate Payment System	12/15/2020	Equipment maintenance	52.06
U.S. Bank Corporate Payment System	12/15/2020	Electrical Shop Heater	368.23
U.S. Bank Corporate Payment System	12/15/2020	Collector 3 Heater	222.96

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 10  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	12/15/2020	Collector 3 Heater	68.69
U.S. Bank Corporate Payment System	12/15/2020	Essex office supplies	82.31
U.S. Bank Corporate Payment System	12/15/2020	Online Safety Class	100.00
U.S. Bank Corporate Payment System	12/15/2020	Essex office supplies	54.76
U.S. Bank Corporate Payment System	12/15/2020	Federal Motor Carrier New Regulations-Drivers query	5.00
U.S. Bank Corporate Payment System	12/15/2020	Purchase order program monthly subscription	95.60
U.S. Bank Corporate Payment System	12/15/2020	Eureka Office Building Maintenance	282.09
U.S. Bank Corporate Payment System	12/15/2020	Ruth Bunkhouse lock	174.79
U.S. Bank Corporate Payment System	12/15/2020	TRF Ladder	49.55
U.S. Bank Corporate Payment System	12/15/2020	Eureka Office Emergency Generator	4,253.82
U.S. Bank Corporate Payment System	12/15/2020	Ruth Area Fire Disaster Recovery	1,777.07
U.S. Bank Corporate Payment System	12/15/2020	Safety Signs for Eureka Office	80.42
U.S. Bank Corporate Payment System	12/15/2020	Unit 8 repair	233.61
U.S. Bank Corporate Payment System	12/15/2020	Equipment maintenance	12.79
U.S. Bank Corporate Payment System	12/15/2020	Essex office supplies	16.27
U.S. Bank Corporate Payment System	12/15/2020	Essex Computer Monitor	216.25
Total U.S. Bank Corporate Payment System:			8,593.63
<b>U.S. Postmaster</b>			
U.S. Postmaster	12/07/2020	Annual PO Box Rental	148.00
Total U.S. Postmaster:			148.00
<b>USA Blue Book</b>			
USA Blue Book	12/31/2020	Water testing supplies	48.80
Total USA Blue Book:			48.80
<b>Valley Pacific Petroleum Servi, Inc</b>			
Valley Pacific Petroleum Servi, Inc	12/07/2020	cardlock fuel - Pumping & Control	429.93
Valley Pacific Petroleum Servi, Inc	12/07/2020	cardlock fuel - Water Quality	429.93
Valley Pacific Petroleum Servi, Inc	12/07/2020	cardlock fuel - Maintenance	429.93
Valley Pacific Petroleum Servi, Inc	12/07/2020	cardlock fuel - Humboldt Bay Retail	111.78
Valley Pacific Petroleum Servi, Inc	12/07/2020	cardlock fuel - Fieldbrook-Glendale CSD	318.15
Total Valley Pacific Petroleum Servi, Inc:			1,719.72
<b>Verizon Wireless</b>			
Verizon Wireless	12/15/2020	General Manager	39.49
Verizon Wireless	12/15/2020	Ruth Area Fire Recovery	128.61
Verizon Wireless	12/15/2020	Customer Service - Humboldt Bay	15.87
Verizon Wireless	12/15/2020	Customer Service - Fieldbrook-Glendale CSD	45.17
Verizon Wireless	12/15/2020	Operations I	23
Verizon Wireless	12/15/2020	Customer Service iPad-Humboldt Bay	9.88
Verizon Wireless	12/15/2020	Customer Service iPad - Fieldbrook-Glendale CSD	28.13
Verizon Wireless	12/15/2020	Ruth Area	19.11
Verizon Wireless	12/15/2020	Ruth Hydro	19.12
Total Verizon Wireless:			305.61
<b>W.D. Edwards Consulting LLC</b>			
W.D. Edwards Consulting LLC	12/07/2020	Annual ODSP Audit - R.W. Matthews Dam	1,600.00
Total W.D. Edwards Consulting LLC:			1,600.00



Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 12/1/2020-12/31/2020Page: 11  
Jan 06, 2021 11:23AM

Vendor Name	Date Paid	Description	Amount Paid
<b>ZEP Manufacturing Company</b>			
ZEP Manufacturing Company	12/03/2020	<i>Essex Maintenance supplies</i>	163.24
Total ZEP Manufacturing Company:			163.24
Grand Totals:			274,614.81

Humboldt Bay Municipal Water District

--Monthly Overtime Report--  
Pay period dates: 12/1/2020 - 12/31/2020Page: 1  
Jan 06, 2021 03:29PM

Position Title	2-01 Overtime Emp Hrs	2-01 Overtime Emp Amt	2-02 Doubletime Emp Hrs	2-02 Doubletime Emp Amt
Elec & Ins Tech	13.50	\$785	4.50	\$349
Elec & Ins Tech	9.00	\$474	.00	\$0
Maintenance Mec	9.00	\$452	.00	\$0
Oper & Mnt Tech	4.00	\$216	.00	\$0
Total ESSEX:	35.50	\$1,927	4.50	\$349
Grand Totals:	35.50	\$1,927	4.50	\$349

# **OPERATIONS**

Memo to: HBMWD Board of Directors  
From: Dale Davidsen, Superintendent  
Date: January 5, 2021  
Subject: Essex/Ruth December 2020 Operational Report

### **Upper Mad River, Ruth Lake, and Hydro Plant**

1. The flow at Mad River above Ruth Reservoir (Zenia Bridge) averaged 57 cfs. The low flow was 1 cfs on December 10<sup>th</sup> and the high flow was 341 cfs on December 26<sup>th</sup>.
2. The conditions at Ruth Lake for December were as follows:

The lake level on December 31<sup>st</sup> was 2635.75 feet which is:

- 2.00 feet higher than November 30<sup>th</sup>, 2020
  - 3.43 feet lower than December 31<sup>st</sup>, 2019
  - 11.84 feet lower than the ten year average
  - 18.25 feet below the spillway
3. There were 6.33 inches of recorded rainfall for December at Ruth Headquarters.
  4. Ruth Hydro produced 153,600 KWh in December.
  5. The lake discharge averaged 46 cfs with a high of 52 cfs on December 1<sup>st</sup>.

### **Lower Mad River, Winzler Control, and TRF**

6. The river at Winzler Control Center for December had an average flow of 345 cfs. The river flow reached a high flow of 1630 cfs on December 27<sup>th</sup>.
7. The domestic water conditions were as follows:
  - The monthly turbidity average was 0.07 NTU, which meets Public Health Secondary Standards.
  - For December, we pumped 229.241 million gallons at an average of 7.395 MGD.
  - The maximum metered daily municipal use was 8.209 MGD on December 9<sup>th</sup>.

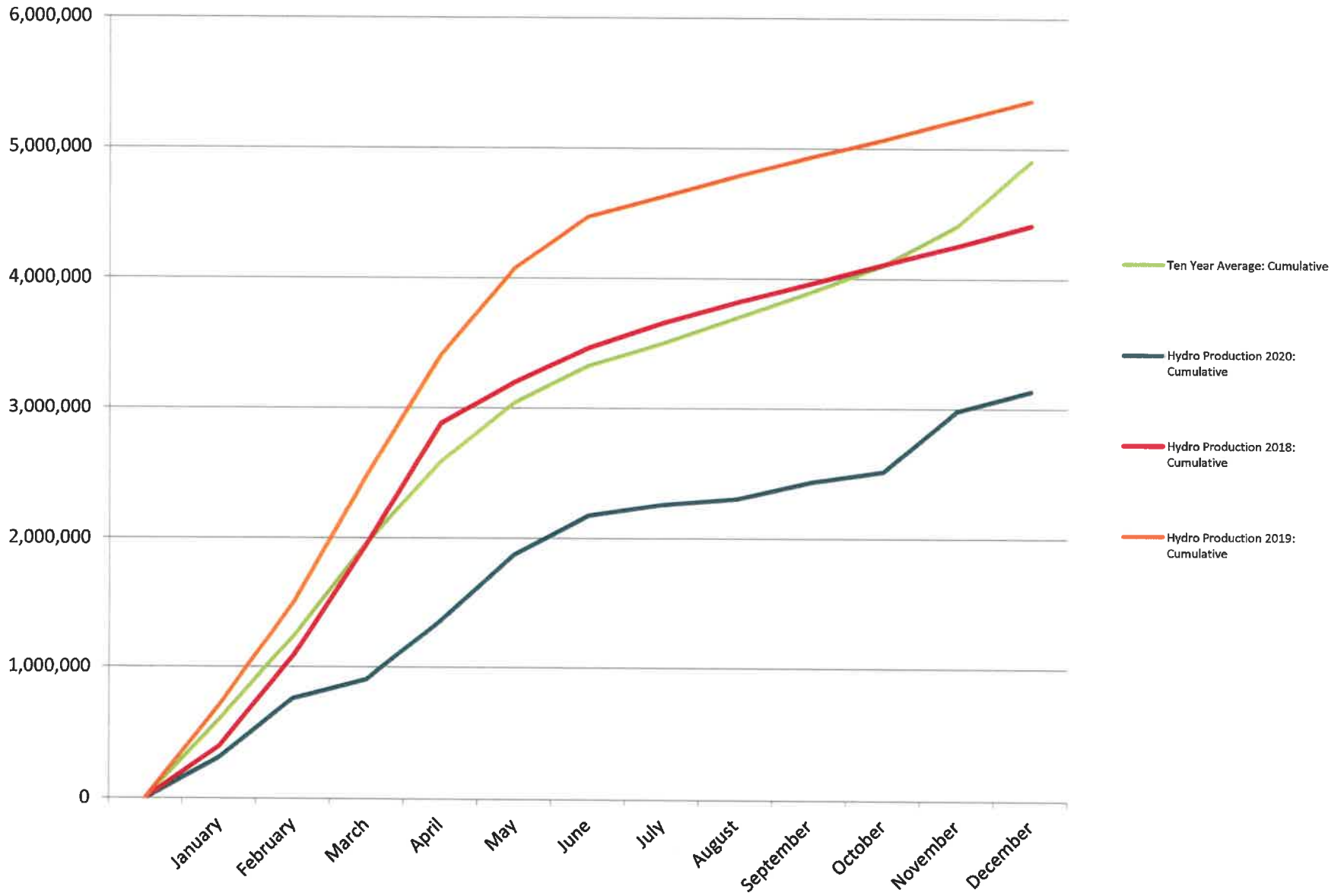
The TRF conditions were as follows:

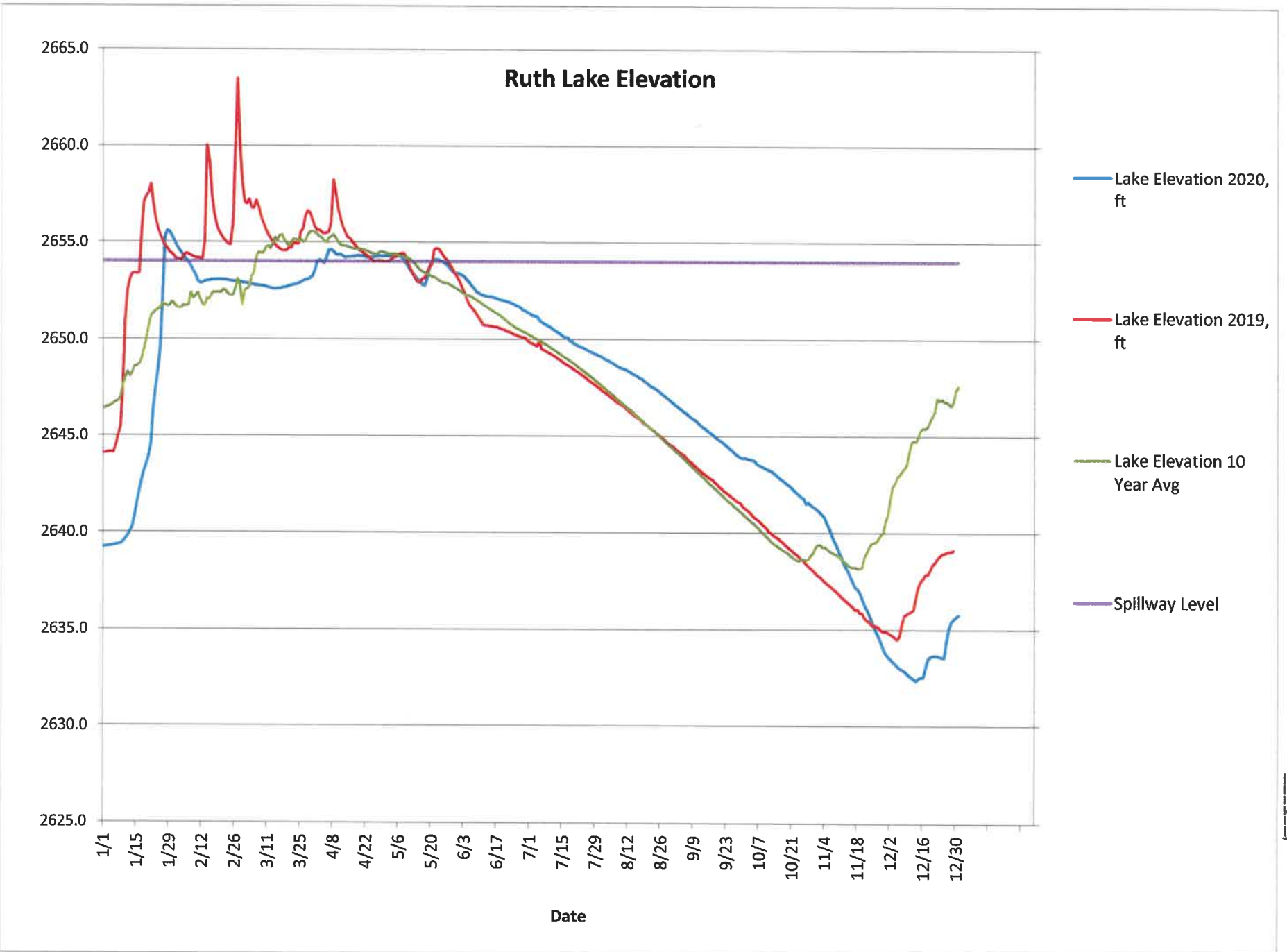
- Average monthly filtered water turbidity was 0.08 NTU.
- There were 43 TRF filter backwashes in December.

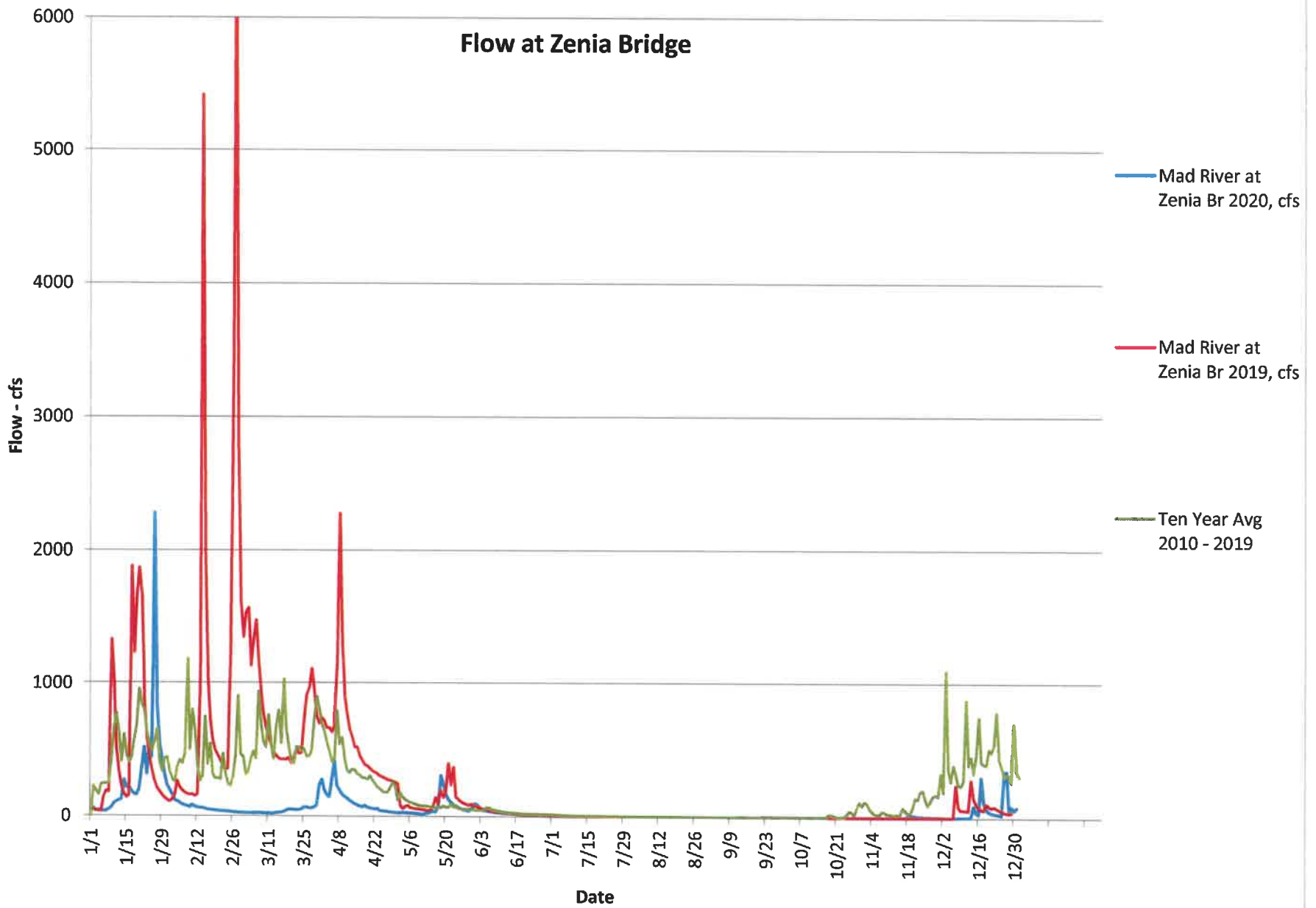
8. December 1<sup>st</sup>
  - 12kV project team meeting – Generator control strategy
  - Crawford Geotechnical onsite to do borings for Reservoir Seismic Retrofit project
9. December 3<sup>rd</sup> & 4<sup>th</sup> - Telstar onsite for annual CL2 system maintenance and analyzer maintenance and calibration.
10. December 8<sup>th</sup> – Chris and I went to Ruth to meet with Jenifer and Jason from CalOES and Matt from IMS (Incident Management Systems)
11. December 11<sup>th</sup>
  - I went to Ruth to meet with Gary Simpson, SHN Geologists, for inspection of dam and slide for FERC Part 12 report.
  - Maintenance started installation of 2 new breaker panels at the Main Office as part of the Generator project.
  - Lost power to all up river collectors. After much troubleshooting and investigation we found Collector 2 transformer failed causing breakers to trip. Of course this happened after hours.
12. December 12<sup>th</sup> – Maintenance finished installation of breaker panels at the Office
13. December 14<sup>th</sup> – First Aid / CPR training for 3 of the Essex staff
14. December 15<sup>th</sup> – I attended a ASDSO webinar on Responding to Dam Emergencies.
15. December 16<sup>th</sup>
  - Safety meetings
    - i. SDS / Right to Know
    - ii. Spill Prevention
  - EAP Notification flowchart call down drill
  - 12 kV project progress meeting
  - Purchase supplies for Ruth fire recovery
16. December 17<sup>th</sup> – Attended a JPIA webinar on “Blowing Smoke” – Marijuana in the workplace...
17. December 22<sup>nd</sup> – I went to Ruth to meet with Larry and take measurement on spillway.
18. December 30<sup>th</sup> – Took delivery of new John Deere 60G Excavator.
19. Current and Ongoing Projects
  - COVID 19 – Still dealing with modified staffing arrangements as best we can. Due to current spike, we have elevated level of disinfecting shared work spaces, put out new memo for work place safety requirements. Worked on OSHA required CPP (COVID 19 Prevention Plan)
  - Working with agencies and staff on fire damage erosion mitigation measures at Ruth. Kept Adam supplied with materials as needed.
  - 12kV project. – Project winterized for now. Working with all parties on generator control strategy and IPA/switchgear submittal.
  - Routine annual equipment maintenance and services.



# Ruth Hydro Production: kW per Month

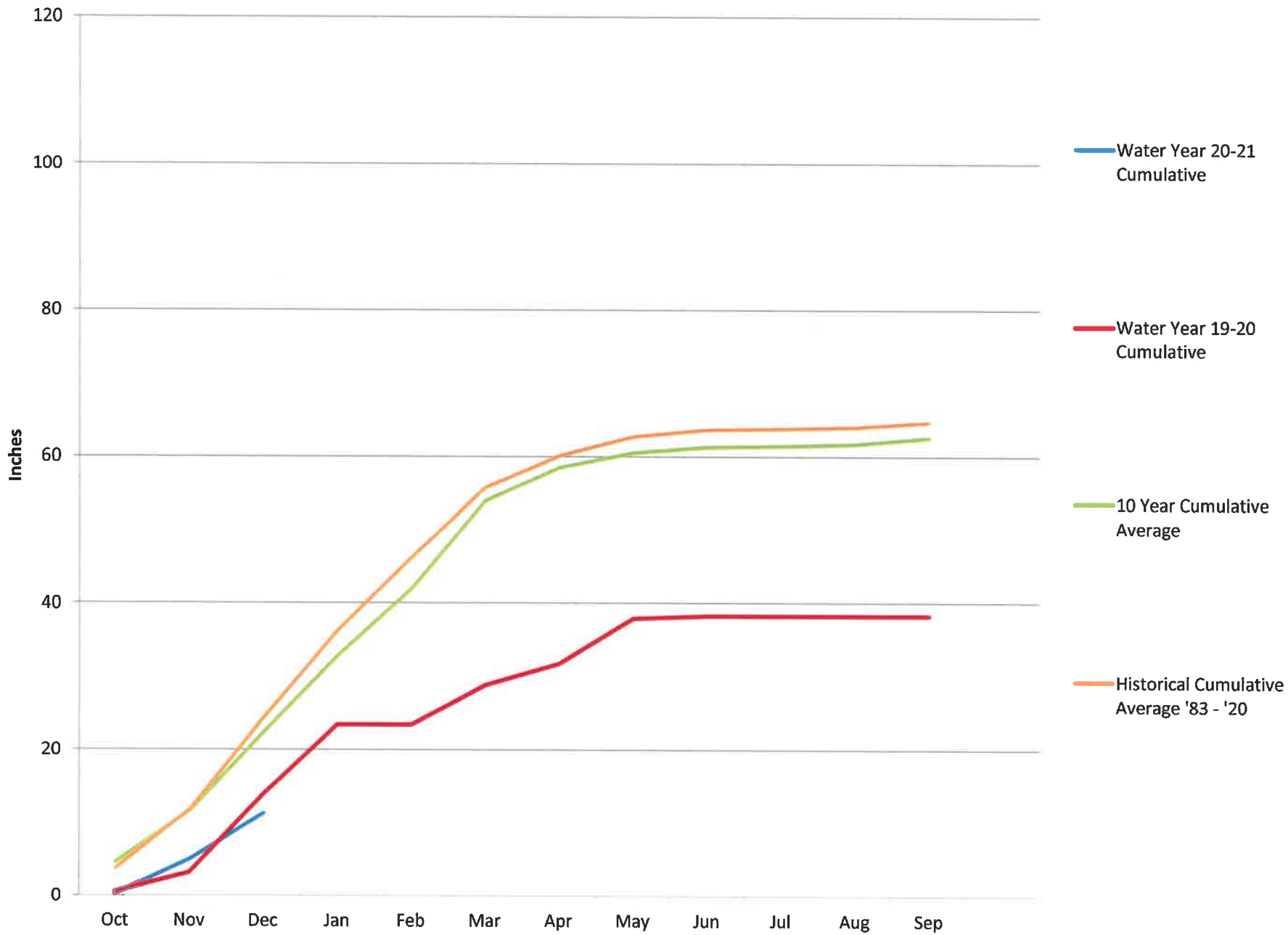


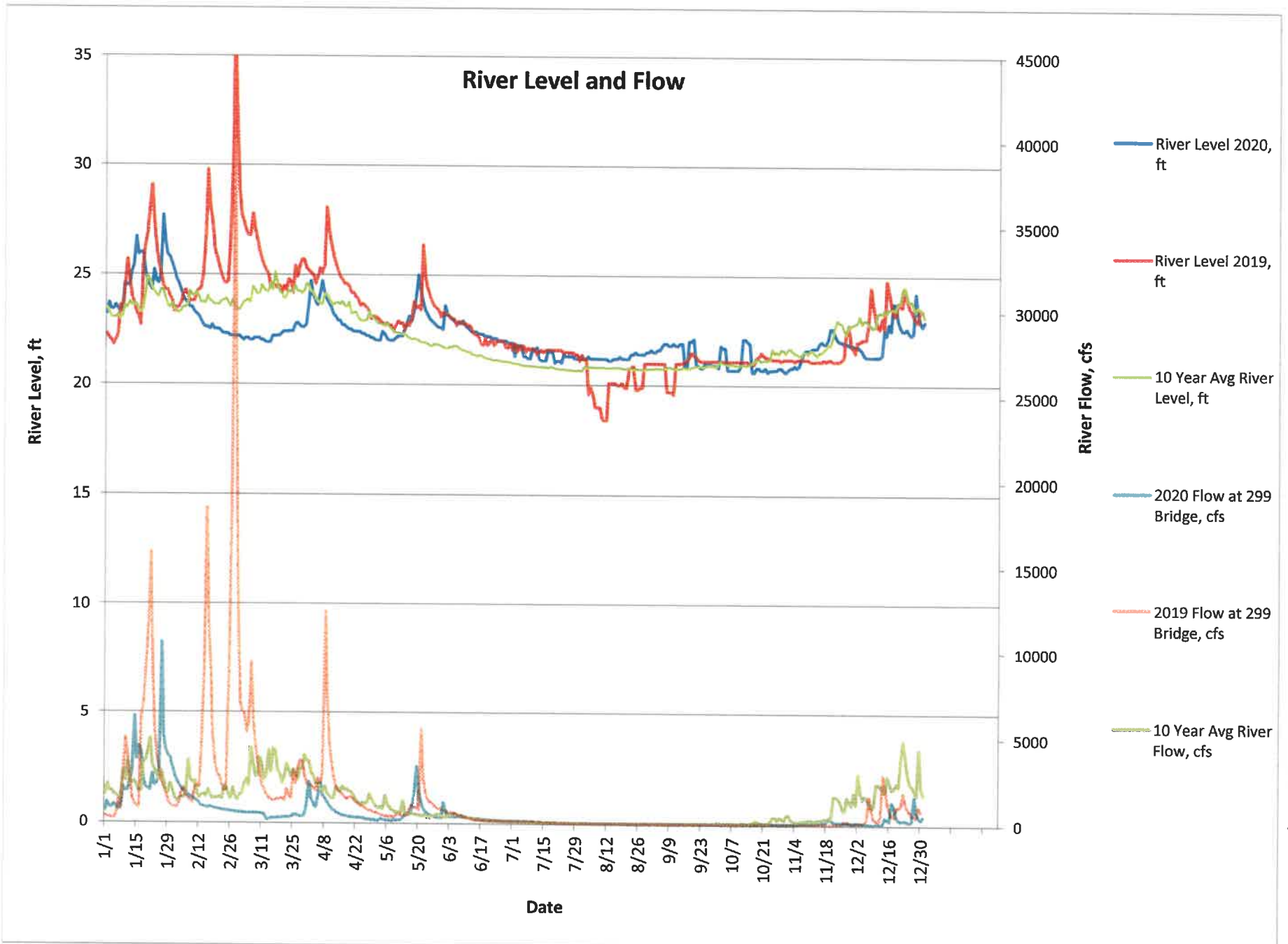




Date: 12/30/2020 10:58 AM

# Ruth Rainfall - Water Year 2020-2021







**MANAGEMENT**

**2021**  
new member benefit



**FREE  
WEBINARS**

## On-Demand Webinars

Participate in CSDA professional development opportunities at your convenience. Login to [csda.net](http://csda.net), click on Learn, All Events-Register, and then On-Demand. Please call 877.924.2732 for assistance.

You can print your own certificate of completion!

Find opportunities to earn SDRMA Credit Incentive Points (CIPs). Learn more on page 9!



More opportunities for special district elected or appointed officials and staff can be found here:

- Webinars ..... pg. 4
- Conferences..... pg. 8
- Virtual Workshops ..... pg. 12
- Pre Conference Workshops ..... pg. 16

## FIRST TIME EVER - FREE UNLIMITED WEBINARS TO CSDA MEMBERS!

### FREE TO EVERYONE

- Achieving Transparency Isn't as Hard as It Seems - *sponsored by SDLF*
- California's Climate Adaptation Framework
- Career Building Opportunities with CSDA
- Getting Oriented: Resources for New Board Members
- Maximize Your Membership Resources for Board Members/Trustees
- New Strategies to Reduce Electricity Costs During PG&E TOU Transition

- Prudently and Proactively Managing Pension Liabilities
- Resources and Connections for General Managers
- Saving Money, Time and Effort with Value-Added Benefits
- School Partnerships and Next Steps
- Successful Strategies for Utilizing Debt
- The ABC's of SDLF

### FREE TO CSDA MEMBERS

CIPS

- 2020 Prevailing Wage Update
- A Practical Guide for Creating New Board Member Orientation
- Board Secretaries / Clerks Inspiration and Knowledge
- Budgeting for the COVID-19 Recession
- Collaborating Remotely
- Customer Service in the Public Sector
- Cybersecurity Foundations Build the Future
- Developing a Groundwater Sustainability Plan
- Discontinuing Water Service During COVID-19
- Do You Have the Evidence? Employment Documentation
- Dude, My Boss is a Millennial
- Employee Privacy- Is There Really Such a Thing?
- Fiscal Year End Planning
- General Manager Evaluations
- Good Governance
- Governments Engaging Youth
- Holding Public Meetings During COVID-19
- How and Why Special Districts Need to be Involved in LAFCO
- How Debt Intercept Enhances Collectibles
- How Social Should Special Districts Be?
- Implementing Electronic Content Management System
- Managing Employees Through a Pandemic

✓

✓

✓

✓

✓

✓

### FREE TO CSDA MEMBERS

CIPS

- Managing Risk in Public Contracts
- Maximizing Employee Potential through the Coaching Process
- Messaging in a Crisis: How to Use Plain Language
- Online ADA Compliance & Transparency Requirements
- "Opening Up" - How Public Employers Should Prepare
- Performance Management: A Change in Agent
- Public Records Act Requests 2020
- SB1383 Reducing Short-Lived Climate Pollutants in CA
- Sexual Harassment Training 2020
- Staying Open: Navigating Workplace Safety Concerns
- Strategic Planning for Special Districts
- The Critical Nature of Communications in the Public Agency
- The Great Board Chair
- The Role of Retirees in the COVID-19 Response
- Understanding Board Member and District Liability Issues
- Voting Rights and Redistricting Update
- Water and Service Rates in Today's Environment
- We Should See You: Brown Act Compliance
- What Every Board Member Should Know
- Who Does What? Best Practices in Board/Staff Relations
- Why Diversity and Inclusion Matters
- Workplace Violence Prevention

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

**John Friedenbach**

**From:** Lloyd Hedenland Jr <lloyd@weistlaw.com>  
**Sent:** Wednesday, January 06, 2021 11:36 AM  
**To:** John Friedenbach  
**Subject:** Weist Law Firm's CalPERS Pension and (UAL) Restructuring Analysis Virtual Presentation  
**Attachments:** Weist Law Firm SOQ December 2020.pdf; Pension Restructuring FAQ.pdf

Good morning John,

Thank you, for reaching out to us yesterday about our CalPERS virtual presentation. As a follow-up to our discussion yesterday, I'd like to offer the following as highlights of the presentation. Our presentation will highlight 3 areas of discussion. First, the analysis of your current 2019 CalPERS valuation report. Second, CalPERS Pension program, the how and why. Finally, we will highlight the utilization for which of the (9) strategies of mitigation practices of (UAL) would be most beneficial by way of generic graphs and analysis of possible strategies that can be utilized in your current CalPERS challenges.

We have a team in place to provide expert services, bond counsel, municipal advisors and underwriting all working collaboratively to provide you the answers you need going forward with a (UAL) restructuring. One of our clients was successful in obtaining a 3.58% 15 year taxable POB and wanted to pass that information along to you. Although POB's are a really good option, mixed with other strategies they are much more financially efficient, we will explain why in our virtual presentation.

Our strategies have proven success with our clients in reducing their annual cost payments and ways to mitigate that escalation of future payments. This is an incredibly valuable informative analysis with strategies and alternatives that mitigates your CalPERS challenges. **We have scheduled at your convenience a 45 min Webex virtual presentation for our collaborative discussion with you and your colleagues on February 23rd 10:00AM**

Again, my name is Lloyd Hedenland Jr, and I am the project manager for The Weist Law Firm. Our firm specializes in public financing for California government agencies. Our clients have found this presentation to be in-depth and highly informative. Among other things, our presentation analyzes historical and present pension costs and liabilities, including your unfunded accrued liabilities (UAL), associated amortization schedules and other CalPERS specific information. Moreover, we detail nine (9) different pension cost mitigation strategies, each detailed to your exact fiscal situation based upon our detailed review of your most recent audited financial statements as well as your most recent CalPERS (2019) Actuarial Valuation Reports.

Due to Covid-19 our city, county and district clients are feeling the fiscal constraints from diminished sales tax revenues and TOT tax revenues. Because of the decrease in revenues our clients are facing significant budget shortfalls—with many having to utilize reserves and some resorting to making deeper cuts in essential services.

We have been working diligently to find ways to mitigate the strains being placed on our clients, and we are excited to share some of the successful strategies and techniques with other cities such as yours. We have reviewed your latest CalPERS (2019) Actuarial Valuation Report and believe that your agency can greatly benefit from the strategies developed by our team of industry experts.

One of the core strategies involves the mitigation of your annual CalPERS pension plan expenses through a refinancing process. Many of the agency finance directors that we talk to are not aware that on average their annual UAL payments will be doubling over the next 10-12 years. Due to the 7% interest that CalPERS charges

on your UAL, you will be paying a commensurate amount of interest as well. For instance, if your total UAL is currently \$10 million, then over the next 15 or so years you will be paying approximately \$10 million **in interest on top** of the \$10 million UAL (for a total of \$20 million).

By refinancing some or all of your UAL at an interest rate of approximately 4% (remember, CalPERS charges 7%), you can annually save significant money that can then be used to fund OPEB costs or other mission critical services or to balance future budgets. In addition to the annual cash flow savings you can also level out your annual payments at around current payment amounts—thereby providing base-line yearly budget predictability.

Refinancing is just one of our proven strategies. We also offer a holistic approach with 8 other strategies and alternatives designed to help reduce the financial burdens—many of which work in tandem with other strategies. We do NOT charge for our services unless and only until you and your Board/Council and staff have definitively vetted and approved the entire restructuring process.

We have many references that we will happily provide you as to the quality and integrity of our work. I look forward to discussing how The Weist Law Firm can help you out of an incredibly challenging fiscal position. I have enclosed our company's Statement of Qualifications along with a Frequently Asked Questions flyer addressing the pension plan refinancing topic.

Thank you for your time.

Respectfully,

Lloyd

Lloyd Hedenland Jr  
Project Manager  
The Weist Law Firm  
20 South Santa Cruz Avenue Suite 300  
Los Gatos, Ca 95030  
(831) 438-7500  
Northern Office  
Lincoln, Ca  
(916) 258-4046  
Cell: (530)308-2733  
Email [Lloyd@weistlaw.com](mailto:Lloyd@weistlaw.com)  
Web [www.weistlaw.com](http://www.weistlaw.com)

The information contained in this message is intended only for the recipient and may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited. Further, to comply with certain U.S. Treasury regulations, we inform you that any U.S. federal tax advice contained in this email, including attachments, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any penalties that may be imposed on such taxpayer by the Internal Revenue Service.

For more information about WeistLaw, please visit  
<http://www.WeistLaw.com/>

## CalPERS Pensions – Frequently Asked Questions

### 1) What makes up my CalPERS costs?

The minimum required employer contribution includes the sum of two components - the Normal Cost and the Unfunded Accrued Liability (UAL):

- The Normal Cost represents the annual cost of service accrual for active employees in the upcoming fiscal year. Or simply put, it is the annual cost to provide future benefits for current employees. The normal cost is shown as a percentage of payroll and paid as part of the payroll reporting process.
- The annual payment on the UAL is the amortized dollar amount needed to fund past service credit earned (or accrued) for members who are currently receiving benefits, active members, and for members entitled to deferred benefits, as of the valuation date. The employer UAL contribution amount is billed monthly. However, UAL can be prepaid in part or whole at any time with some advance planning.

### 2) What is my UAL and how is it determined?

The UAL is the difference between the accrued liability and the market value of the assets. In other words, the UAL is the shortfall between what an Agency should have and what it actually has.

### 3) How is my UAL calculated?

The UAL is made up of components (called “Bases”) that are amortized on various schedules – ranging up to 30 years in length. These Bases can be the result of either asset or non-asset gains or losses, and can also be the result of changes to the methods and assumptions used in the valuations, such as mortality – people living longer, or changes in the discount rate. It can also be the result of CalPERS not hitting their investment targets.

### 4) Why is my UAL so high?

*Poor investment performance.* Each year CalPERS underperforms on its investments, the UAL grows.

*Assumption changes.* When CalPERS changes its actuarial assumptions, the UAL is impacted. As people live longer, they will need retirement benefits for more years. This change in the mortality rate increases the UAL as the normal cost contributions did not adequately fund the future benefits and the difference must be made up by increasing the UAL.

*Another assumption change is the lowering of the discount rate.* CalPERS funds future benefits with a combination of contributions (normal and UAL) and investment earnings. Its simple math, if investment earnings go down, contributions must go up. So when the targeted discount is reduced, then contributions, both Normal and UAL, must increase. There have been three (3) reductions in the past seventeen years:

8.25% → 7.75% (2003); 7.75% → 7.50% (2013); and 7.50% → 7.00% (2017-2019)

### 5) Do I have to make interest payments on my UAL?



## CalPERS Pensions – Frequently Asked Questions

Yes. CalPERS charges the discount rate on the outstanding UAL. The current discount rate is 7.00%.

### 6) Will my CalPERS costs go up?

Most likely. CalPERS adopted a new amortization policy effective with the June 30, 2019 valuation. The new policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years and removes the 5-year ramp-up and ramp-down on UAL Bases attributable to assumption changes and non-investment gains/losses. The new policy also removes the 5-year ramp-down on investment gains/losses.

What does this mean for you? When you shorten the amortization period you are spreading the cost over fewer years. For example, \$1 million amortized over 30 years equals \$33,333 per year. When you amortize the same \$1 million over 20 years it is increased to \$50,000 per year, or approximately \$17,000 per year.

### 7) What is my CalPERS funded ratio and why does it matter?

Funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. Another words, the plan has a certain percent of the money it estimates it will need to pay for retirees' benefits. For example, if a plan is 72.5% funded, it currently has 72.5% of the money it will need to pay current and future benefits.

The funded ratio is expected to fluctuate based on economic cycles, and it is normal for periods of "unfunded liabilities" to exist. What matters much more than a moment-in-time measurement is whether a fund has a plan in place to build up its funded ratio over a reasonable period of time. Two components of CalPERS' plan to address chronic low funded status are PEPR (i.e, moving new employees to a less generous retirement plan), and CalPERS lowering its discount rate from 7.5% to 7.0%, which will helps reduces any risk CalPERS will fall short of their long-range investment assumptions.

Why does this matter?

A low funded ratio may reduce an agency's ability to issue debt at the best possible terms. Pension management is an increasing credit concern of rating agencies and investors. It's important that an agency has a Pension Management Plan that addresses the short, medium and long-term implications of pension funding requirements. Furthermore, a higher funding ratio means that an agency's UAL is low, and thus the annual UAL payments are also low.

### 8) What can I do to minimize future CalPERS costs?

We are currently providing a free "Preliminary Pension Assessment Analysis" (PPAA) to all government agencies in the State of California that are interested in our Pension Cost Mitigation Program.

## CalPERS Pensions – Frequently Asked Questions

Our PPAA takes the information contained in your CalPERS Valuation Reports as well as your most recent Audited Financial Statements and provides you with a comprehensive customized analysis of your current and future state of affairs, as well as what can be done to mitigate the escalating costs associated with your plan(s).

We have identified nine (9) strategies that you can deploy to mitigate rising costs. Not all 9 strategies work for every Agency, but we typically find that several in combination produce the best results.

One of the strategies highlighted under our Pension Cost Mitigation Program, involves the refinancing of your Agency's UAL. Under this strategy:

- CalMuni PFA loans money to your Agency in order to pay off part or all of its UAL.
- The Agency then makes payments to CalMuni PFA instead of CalPERS.
- The payment schedule provides for level (or close to level) payments, as opposed to the year-over-year increasing payment schedule currently owed to CalPERS.

**Note:** this level schedule of payments provides the Agency with (1) budget predictability, and (2) significant near-term cash flow savings.

- The interest rate offered under the Pension Cost Mitigation Program (currently somewhere between 3.5% to 5%, depending on credit profile) is lower than the 7% CalPERS is charging, creating potential for present value savings.
- Increases “funded status” of Agency’s retirement plans.

**CITIES**

City of Anderson	City of Greenfield	City of Paso Robles
<u>City of Arcata</u>	City of Grover Beach	City of Pismo Beach
City of Atascadero	City of Guadalupe	City of Ridgecrest
City of Atwater	City of Gustine	City of Riverbank
City of Avenal	City of Isleton	City of San Francisco
City of Bakersfield	City of King	City of San Rafael
City of Brentwood	City of Lakeport	City of San Juan Bautista
City of Capitola	City of Lemoore	City of Santa Cruz
City of California City	City of Livingston	City of Scotts Valley
City of Clearlake	City of Los Banos	City of Selma
City of Colma	City of Marina	City of Shasta Lake
City of Colusa	City of McFarland	City of Soledad
<u>City of Crescent City</u>	City of Merced	City of Susanville
City of Dos Palos	City of Morgan Hill	City of Stockton
City of Dublin	City of Morro Bay	City of Tehachapi
City of Escalon	City of Oakdale	City of Tracy
City of Firebaugh	City of Pacifica	City of Ukiah
<u>City of Fortuna</u>	City of Pacific Grove	City of Wasco
City of Fresno	City of Palm Desert	City of Watsonville
City of Gonzales	City of Paso Robles	City of Woodland

**COUNTIES**

County of Amador	County of King	County of Santa Cruz
County of Butte	County of Madera	County of Siskiyou
County of Calaveras	County of Mariposa	County of Stanislaus
<u>County of Del Norte</u>	County of Monterey	County of Sutter
<u>County of Humboldt</u>	County of San Bernardino	County of Tulare
<u>County of Kern</u>	County of San Francisco	

**WATER DISTRICTS**

Aromas Water District	Padre Dam Municipal Water District
Borrego Water District	Olivenhain Municipal Water District
Byron Bethany Irrigation District	Rio Linda Elverta County Water District
Calaveras County Water District	San Lorenzo Valley Water District
Central San Joaquin Water District	Santa Nella County Water District
Clearlake Oaks County Water District	Scotts Valley Water District
Del Puerto Water District	Soquel Creek Water District
Glide Water District	South Feather Water and Power Agency
Kanawha Water District	Squaw Valley County Water District
Madera Irrigation District	Stinson Beach County Water District
Mammoth Community Water District	

#

**OTHER DISTRICTS**

Auburn Valley Community Services District	Moss Landing Harbor District
Barstow Heights Community Services District	Muroc Joint Unified School District
Bear Valley Community Services District	Needles Unified School District
Byron Sanitary District	Palo Verde Community College District
Channel Islands Community Service District	Place de Mer Geological Abatement District
Discovery Bay Community Services District	Placer County Transportation Agency
Foresthill Public Utility District	Planada Community Services District
Hartnell Community College District	Quincy Community Services District
Hayfork Fire Protection District	River High Community Services District
<u>Humboldt Bay Harbor District</u>	Santa Cruz County Sanitation District
Jamestown Sanitary District	Santa Cruz Port District
Janesville Union School District	Shaffer Union School District
June Lake Public Utility District	Shasta Regional Transportation Agency
June Lake Fire District	Sierra Foothills Public Utility District
Kern Community College District	South Feather Water and Power Agency
Kirkwood Meadows Public Utility District	South Placer Transportation Authority
Lake Arrowhead Community Service District	Sweetwater Union High School District
Little Lake Fire Protection District	Victor Valley Community College District
Long Beach Community College District	Victor Valley Union High School District
Luther Burbank School District	West Hills Community College District
Middletown Unified School District *	West Kern Community College District

**PUBLIC FINANCING AND HOUSING AUTHORITIES**

<u>Arcata Joint Powers Financing Authority</u>	Municipal Financing Agency of Lakeport
Auburn Valley Public Financing Authority	Mammoth Public Financing Authority
Avenal Public Financing Authority	Merced Public Financing Authority
Brentwood Public Financing Authority	Monterey Housing Authority
Byron Bethany Public Financing Authority	Mount Shasta Public Financing Authority
Calaveras Water Public Financing Authority	Municipal Financing Agency of Lakeport
California Communities Development Authority	North Selma Sewer Financing Authority
California Municipal Finance Authority	Palm Desert Financing Authority
Capitola Public Financing Authority	Pismo Beach Public Financing Authority
Coalinga Public Financing Authority	Riverbank Public Financing Authority
<u>Crescent City Public Financing Authority</u>	Sacramento Transportation Authority
Discovery Bay Public Financing Authority	San Juan Bautista Public Fin Authority
Grover Beach Financing Authority	Scotts Valley Public Financing Authority
<u>Humboldt Waste Management Authority</u>	Selma Public Financing Authority
Independent Cities Finance Authority	Suisun City Housing Authority
June Lake Public Financing Authority	Susanville Public Financing Authority
Kanawha-Glide Public Financing Authority	Yuba City Public Financing Authority
King City Public Financing Authority	Wasco Public Financing Authority

#

**ACWA**





*Bringing  
Water  
Together*

December 30, 2020

Community Vaccine Advisory Committee (California Department of Public Health)  
Submitted via: [COVID19VaccineOutreach@cdph.ca.gov](mailto:COVID19VaccineOutreach@cdph.ca.gov)

Re: **COVID-19 Vaccines: Recommend Inclusion of Essential Water and Wastewater Workers in Phase 1b of Vaccine Distribution**

Dear Community Vaccine Advisory Committee:

The Association of California Water Agencies (ACWA) represents over 450 public water agencies across California that collectively deliver approximately 90 percent of the water used for residential, commercial and agricultural purposes in California. **ACWA requests that the Community Vaccine Advisory Committee recommend that the State include water and wastewater workers in Phase 1b of the COVID-19 Vaccine Program in California.**

ACWA understands that the Advisory Committee is providing input to the planning efforts for vaccine prioritization and distribution and resolving barriers to equitable vaccine implementation and decision-making. **Like the availability of food, the availability of drinking water is essential to life. Similarly, wastewater services are critical to sanitation. The workers who provide water and wastewater service are often not visible to the public, but the services that they provide are necessary for human survival and basic daily living.** If these workers are not available due to illness, it is difficult to find substitute workers because of the required technical expertise and applicable licensure requirements.

Earlier in 2020, the State Public Health Officer designated a list of "Essential Critical Infrastructure Workers." That list (which is available at <https://covid19.ca.gov/essential-workforce/>) includes water and wastewater workers. The water and wastewater sector provide essential services to small and large communities and to people of all races and income levels. The State should prioritize this sector for vaccines – particularly given this sector's public health role of providing safe drinking water and basic sanitary services.

Thank you for your consideration of our request. Our member agencies are committed to serving their communities. Please do not hesitate to contact me at [DaveE@acwa.com](mailto:DaveE@acwa.com)



or Deputy Executive Director for Government Relations Cindy Tuck at (916) 441-4545 or [CindyT@acwa.com](mailto:CindyT@acwa.com) with any questions or to discuss this request.

Sincerely,

A handwritten signature in black ink, appearing to read "David Eggerton", written in a cursive style.

David Eggerton  
Executive Director

cc: The Honorable Mark Ghaly, M.D., M.P.H., Secretary, California Health and Human Services Agency  
The Honorable Jared Blumenfeld, Secretary for Environmental Protection, California Environmental Protection Agency  
The Honorable Tomás Aragón, M.D., M.P.H., Director, California Department of Public Health and State Public Health Officer  
Honorable Board Members, State Water Resources Control Board (SWRCB)  
Ms. Ana Matosantos, Cabinet Secretary, Office of Governor Newsom  
Ms. Eileen Sobeck, Executive Director, SWRCB  
Mr. Darrin Polhemus, Deputy Director, Division of Drinking Water, SWRCB  
Ms. Cindy Tuck, Deputy Executive Director for Government Relations, ACWA



# ACWA REQUESTS WATER WORKERS RECEIVE EARLY COVID-19 VACCINATION

BY ACWA STAFF JAN 6, 2021 WATER NEWS

The California Department of Public Health (CDPH) on Jan. 4 announced California's COVID-19 vaccine plan, which includes those at risk of exposure at work in the water and wastewater sector in Phase 1C.

"I am pleased that CDPH recognized that the water sector provides essential services and needed to be prioritized for vaccines," said ACWA Executive Director Dave Eggerton.

ACWA had advocated that the state include essential water and wastewater workers among professionals prioritized to receive COVID-19 vaccines. Eggerton made the request in a Dec. 30 letter to the Community Vaccine Advisory Committee, which advises the CDPH.

"Like the availability of food, the availability of drinking water is essential to life. Similarly, wastewater services are critical to sanitation. The workers who provide water and wastewater service are often not visible to the public, but the services that they provide are necessary for human survival and basic daily living," Eggerton stated in the letter.

The letter was copied to several officials within the Newsom Administration, including California Health and Human Services Agency Secretary Dr. Mark Ghaly, California Environmental Protection Agency Secretary Jared Blumenfeld and members of the State Water Resources Control Board, among others.

© 2021 Association of California Water Agencies

# Water Sector Coordinating Council



**TO: U.S. Water and Wastewater Utilities**  
**FR: Water Sector Coordinating Council**  
**DT: December 14, 2020**

## **RE: COVID-19 Vaccinations for the Water and Wastewater Sector**

The Water Sector Coordinating Council, comprising representatives of the national water and wastewater organizations, urges drinking water and wastewater utilities across the country to contact their state and local public health agencies to ensure their staff members are included in Phase 1-B of their communities' COVID-19 vaccine distribution plans. Based on the Centers for Disease Control and Prevention's [COVID-19 Vaccination Program Interim Playbook for Jurisdiction Operations](#), water and wastewater utility employees should be among those eligible for inclusion in this early phase given their [federal designation](#) as "essential workers." However, it is critical for utilities to work with local agencies to ensure this federal guidance translates into local action.

Vaccinating frontline water and wastewater utility staff members is particularly important because, as a lifeline sector, water and wastewater sector services underpin all aspects of society, including hospitals and long-term care facilities. Due to the specialized skills and licenses required for utility operations, and the corresponding challenges in finding replacements for staff members who may become ill or exposed, it is essential to mitigate staff members' COVID-19 risks through all possible means, including vaccinations.

**Local engagement is critical because, while the federal government has issued recommendations for vaccine prioritization, the final decisions related to planning and distribution will occur at the state and local levels.** In a December 7 email to Water and Wastewater Sector partners, the U.S. Environmental Protection Agency's Water Security Division recognized the CDC's interim playbook "recommends non-health care essential workers, which include water utility staff, receive priority in Phase 1-B" and stated it "recommends water utilities coordinate with their state and local governments and health departments regarding vaccination distribution planning."

It is important to reach out to state and local public health agencies soon, as prioritization decisions are being made now. Following these conversations, utilities should begin to develop internal priorities for vaccinations, recognizing that utilities may not receive enough doses to vaccinate every staff member. These priorities will be unique to the operational requirements of each utility and should ensure that allocated doses are distributed in a way that effectively protects the sector's core public health mission.

The council thanks the nation's water and wastewater utilities for their contributions to the national response to the COVID-19 pandemic.

Nicholas Santillo, Jr.  
 American Water  
 WSCC Chair

Jim Wollbrinck  
 San Jose Water  
 WSCC Vice Chair

*The Water Sector Coordinating Council is a policy, strategy and coordination mechanism for the Water and Wastewater Sector in interactions with the government and other sectors on critical infrastructure security and resilience issues.*



**Bringing  
Water  
Together**

December 18, 2020

Comment letter submitted via electronic commenting system

The Honorable David Hochschild, Chair  
California Energy Commission  
1516 Ninth Street  
Sacramento, CA 95814

The Honorable Mary Nichols, Chair  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

The Honorable Liane Randolph, Commissioner  
California Public Utilities Commission  
505 Van Ness Ave,  
San Francisco, CA 94102

**Re: Association of California Water Agencies' Comments on Draft SB 100 Report**

Dear Interagency Principals of the SB 100 Report,

The Association of California Water Agencies (ACWA) appreciates the opportunity to provide public comments to the California Energy Commission (CEC), California Air Resources Board (CARB), and California Public Utilities Commission (CPUC) [Joint Agencies] for the Draft 100 Joint Agency Report (Draft Report) and applauds staff for all of the hard work that has gone into developing the Draft Report over the last fifteen months. ACWA represents more than 460 public water agencies that collectively deliver approximately 90 percent of the water in California for domestic, agricultural, and industrial uses.

ACWA sees water agencies as key partners in the State's clean energy goals as the State works to achieve the framework set in SB 100. Water agencies could play an important role in improving reliability, both in the short term ahead of Summer 2021 when similar heat storm conditions are expected to resemble August 2020 and over the long term. For decades, local water agencies have been actively contributing to the State's clean energy supply. ACWA members have implemented a wide range of renewable and zero-carbon energy projects, including small and large hydropower, biogas, microturbines, geothermal, wind, energy storage, and photovoltaic solar. In addition, ACWA members have participated in a combination of energy efficiency, demand-side management, and peak-use reduction programs. These projects and programs have helped make water more affordable for their customers, while contributing to the achievement of the State's greenhouse gas emissions reduction goals. The Preliminary Root Cause Analysis (Root Cause Analysis) released by CPUC, CEC, and the California Independent Service Operator, and the recent adoption of the Order Instituting Rulemaking 20-11-003 (OIR) on electric reliability drive home the need for an "all tools in the toolkit" approach for these pressing issues. ACWA stands ready to work with the Interagency Principals, staff, and



diverse stakeholders on this high priority effort. Public water agencies can be key partners as they have played, and will continue to play, a significant role in decarbonizing California's economy in a safe, reliable and equitable manner.

In response to the Draft Report, ACWA submits the following comments:

**Comment 1- ACWA Supports Draft Report inclusion of Large Hydropower amongst SB 100 Eligible Zero-Carbon Resources, and encourages further consideration of Hydropower for accomplishing SB 100 Goals.**

ACWA applauds the inclusion of existing large hydropower amongst the eligible zero-carbon resources in the Draft Report to achieve California's SB 100 goals by 2045. Hydropower is a valuable clean energy resource for meeting the State's power needs and improving energy grid reliability. Hydropower resources, both small and large, can be coupled with other clean energy resources, such as wind and solar, to maintain system reliability during normal and stressed system conditions. Currently, many public water agencies in California generate clean hydroelectric power with the water they deliver to farms, communities and the environment. Public water agencies have the ability to quickly increase hydropower generation when additional power is needed. Hydropower resources played an important role in providing additional power during the power outages on August 14-15 this year.

ACWA encourages continued consideration of hydropower in future SB 100 reports. To reiterate from ACWA's previous letter, and as noted by Ammon Danielson of Western Area Power Administration during the December 4 workshop, both small and large hydropower will be essential for meeting the State's power needs, including: baseload, peak load, ramping and resource adequacy. The recent heatwave highlighted that blackouts are a concern when experiencing increasing temperatures because of climate change. The demand for energy increases with rising temperatures. When solar generation drops off after sundown, a diverse portfolio of clean energy resources, including small and large hydropower, is essential for ensuring energy grid reliability. Hydropower resources, both small and large, can aid in maintaining system reliability during both normal and stressed system conditions.

**Comment 2- ACWA supports the proposed approaches for Demand Flexibility, Storage, and Natural and Working Lands.**

ACWA supports the focus in the Draft Report on demand flexibility as we believe the water and wastewater sectors are well-positioned to provide over-generation mitigation. During ACWA's recent Fall Conference, CPUC President Batjer noted her appreciation for the water sector being amenable to supplying backup power when the State was "dialing for megawatts", and CEC Commissioner McAllister encouraged further collaboration with water agencies on the value proposition of demand flexibility. Public water agencies quickly responded to energy shortages during the recent state of emergency in August 2020 by increasing their generation of hydropower resources to help meet the State's demand and can be ready to be ready to increase generation and reduce demand for similar conditions in the future. For example, Valley Center Municipal Water District was called upon by San Diego Gas & Electric to run a 2 MW backup emergency generator. Many water and wastewater utilities routinely minimize use of electricity during summer on-peak (high electric price) periods. Clear communication and an enhanced understanding of the electric reliability support is needed, and will greatly enhance

opportunities for synergies between the water and energy sectors. As noted in the Root Cause Analysis and OIR, an enhanced emphasis on demand flexibility will be critical for the upcoming summer to better prevent power outages during predicted heat storms.

ACWA supports the focus in the Draft Report on an enhanced need for energy storage to support a diverse portfolio of intermittent energy sources. Local water agencies are moving the needle with investments to develop energy storage projects, including battery storage, pumped storage and bulk storage, for on-site or grid-level electric reliability that are cost-effective and economically viable for water agency customers. While most existing pumped storage capacity in California is concentrated in a few California counties, there is opportunity to expand throughout the State via water and wastewater systems as virtual batteries and self-generation resources. Additionally, many water and wastewater agencies have substantial self-generation facilities that convert solar, wind, biogas, and flowing water to electricity. Combined with electric batteries and/or fuel storage, these self-generation assets could potentially be operated to increase water sector grid intersections.

ACWA supports the approach in the Draft Report on Natural and Working Lands as a resilient venue for carbon sequestration. ACWA encourages cost-effective sustainability programs and multi-benefit projects such as conserving energy and water and adapting to the impacts of climate change. Focus must be on multi-benefit projects that provide “win-win scenarios” for all stakeholders.

**Comment 3- ACWA encourages more rapid action on Transmission Planning and Process.**

ACWA supports the Draft Report recommendation to align SB 100 efforts with current State efforts, and more specifically encourages more action towards bringing new transmission infrastructure online to support incorporation of new SB 100 eligible energy resources onto the energy grid. This effort, through the Transmission Planning Process of CPUC and CAISO, is timely ahead of what is forecasted to be another difficult summer as climate change has thrust California into a new normal. This is a crucial step to ensure that new and varied generation resources can come online where energy is to be consumed, and meet State-led GHG reduction targets. Additional transmission assets will reduce congestion within the existing system, and ensure that supply is successfully delivered to end-use customers. ACWA has advocated on the need for a diverse portfolio of energy resources, and storage; additional investment in transmission is also a part of this mix.

**Conclusion**

As previously mentioned, ACWA stands ready to work with the Interagency Principals, staff, and diverse stakeholders on this high priority effort. Public water agencies can be key partners as agencies have played, and will continue to play, a significant role in decarbonizing California’s economy in a safe, reliable and equitable manner.

ACWA appreciates the diligent work by staff across the CEC, CARB and CPUC. We thank you for the opportunity to comment and look forward to working with you and your staff. Additionally, we once again want to offer our thanks to CPUC President Batjer, CEC Commissioner McAllister, and CARB Deputy Executive Officer Edie Chang for participating in our Fall Conference to discuss SB 100 in a panel discussion. We see that as a great continuation of the conversation between

the water sector and Joint Agencies. Please do not hesitate to contact me at [nickb@acwa.com](mailto:nickb@acwa.com) or (916) 441-4545 if you have any questions regarding ACWA's input.

Sincerely,



Nicholas Blair  
Regulatory Advocate

cc: The Honorable Marybel Batjer, President, California Public Utilities Commission  
The Honorable J. Andrew McAllister, Commissioner, California Energy Commission  
Mr. Drew Bohan, Executive Director, California Energy Commission  
Mr. Richard Corey, Executive Director, California Air Resources Board  
Mr. Dave Eggerton, Executive Director, Association of California Water Agencies  
Ms. Cindy Tuck, Deputy Executive Director for Government Relations,  
Association of California Water Agencies

## ACWA JPIA Nomination Procedures for Executive Committee

### Approximately 120 Days before Election (January 4, 2021)

---

All ACWA JPIA Directors and Member Districts are to be notified of:

- A) Date and place of Election;
- B) Executive Committee positions and terms of office to be filled by Election;
- C) Incumbent office holders; and
- D) Nomination Procedures.

### 120 to 45 Days before Election (January 4 – March 19, 2021)

---

- A) A district (that participates in all four of the JPIA's programs: Liability, Property, Workers' Compensation and Employee Benefits) may place into nomination its member of the Board of Directors of ACWA JPIA with the concurrence of three districts, then members of the ACWA JPIA, in addition to the nominating district.
- B) Sample resolutions are available on the ACWA JPIA website.
- C) The **district is solely responsible** for timely submission of the nominating resolution and the three additional concurring in nomination resolutions of its candidate for office.

### 45 Days before Election (March 19, 2021)

---

- A) Deadline and location for receiving the nominating and concurring in nomination resolutions in the ACWA JPIA office:

**Friday – March 19, 2021 – 4:30 p.m.**

Sylvia Robinson  
Publications & Web Editor  
(srobinson@acwajpia.com)  
ACWA JPIA  
P. O. Box 619082  
Roseville, CA 95661-9082

- B) Candidates' statement of qualifications must be submitted, if desired, with the nominating resolutions. The statement of qualifications must be submitted on one side of an 8½ x 11" sheet of paper suitable for reproduction and distribution to all districts. (MSWord or PDF documents preferred).

### 14 Days before Election (April 19, 2021)

---

Final notice of the upcoming Election of Executive Committee members will be included as part of the Board of Directors' meeting packet. Final notice shall include:

- A) Date, Time, and Place of Election;
- B) Name and District of all qualified candidates;
- C) Candidate's statement of qualifications (if received); and
- D) Election Procedures and Rules.

RESOLUTION NO.: \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

**NOMINATING ITS JPIA BOARD MEMBER TO THE EXECUTIVE COMMITTEE**

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

**WHEREAS**, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (NAME OF MEMBER DISTRICT) that its member of the JPIA Board of Directors, (NAME OF BOARD MEMBER) be nominated as a candidate for the **Executive Committee** for the election to be held during the JPIA's spring 2021 Board of Directors' meeting.

**BE IT FURTHER RESOLVED** that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**ADOPTED** this (DATE) day of (MONTH), 2021.

(SIGNATURE)  
Board President

ATTEST:

(SIGNATURE)  
Secretary

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

**CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE**

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

**WHEREAS**, this district is a member district of the JPIA; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, three member districts must concur with the nominating district, and

**WHEREAS**, another JPIA member district, the (NAME OF NOMINATING DISTRICT) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the **Executive Committee** of the JPIA;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of (NAME OF NOMINEE) of (NAME OF NOMINATING DISTRICT) to the **Executive Committee** of the JPIA.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**ADOPTED** this (DATE) day of (MONTH), 2021.

(SIGNATURE)  
Board President

ATTEST:

(SIGNATURE)  
Secretary



**RREDC/RCEA**



---

## **BOARD OF DIRECTORS MEETING AGENDA**

**December 17, 2020 -Thursday, 3:30 p.m.**

---

### **COVID-19 NOTICE**

#### **RCEA AND HUMBOLDT BAY MUNICIPAL WATER DISTRICT OFFICES WILL NOT BE OPEN TO THE PUBLIC FOR THIS MEETING**

Pursuant to the Governor's Executive Order N-29-20 of March 17, 2020, and the Humboldt County Health Officer's March 30, 2020, Shelter-in-Place Order, the RCEA Board of Directors meeting will not be convened in a physical location. Board members will participate in the meeting via an online Zoom video conference.

---

**To listen to the meeting by phone**, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051. **To watch the meeting online**, join the Zoom webinar at <https://us02web.zoom.us/j/81972368051>.

**You may submit written public comment** before and during the meeting by email to [PublicComment@redwoodenergy.org](mailto:PublicComment@redwoodenergy.org). Please identify the agenda item number in the subject line. Comments received before the agenda item is heard will be read into the record, with a maximum allowance of approximately 500 words per comment. Comments received after the agenda item is heard and before the meeting's end will be included in the meeting record but not read aloud during the meeting.

**To make a comment during the public comment periods**, raise your hand in the online Zoom webinar, or press star (\*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will unmute your phone or computer. You will have 3 minutes to speak.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

---

In compliance with the Americans with Disabilities Act, any member of the public needing special accommodation to participate in this meeting should call (707) 269-1700 or email [Ltaketa@redwoodenergy.org](mailto:Ltaketa@redwoodenergy.org) at least 3 business days before the meeting. Advance notice enables RCEA staff to make their best effort to reasonably accommodate access to this meeting while maintaining public safety.

---

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board of Directors, including those received less than 72 hours prior to the RCEA Board meeting, will be made available to the public at [www.redwoodenergy.org](http://www.redwoodenergy.org).

**OPEN SESSION** Call to Order

#### **4. REMOVED FROM CONSENT CALENDAR ITEMS**

Items removed from the Consent Calendar will be heard under this section.

#### **COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)**

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

#### **5. OLD CCE BUSINESS**

##### **5.1. CCE Customer Rate Setting for 2021**

Approve changing the RCEA customer electricity rates to 0.5% below PG&E generation rates, inclusive of all PG&E charges to CCA customers, to be implemented no sooner than 60 days from the publishing of this document.

#### **6. NEW CCE BUSINESS - None**

#### **END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS**

#### **7. OLD BUSINESS**

##### **7.1. Update on DG Fairhaven Biomass Power Purchase Agreement**

Approve extending RCEA's existing power purchase agreement with DG Fairhaven Power, LLC through February 14, 2021.

#### **8. NEW BUSINESS**

##### **8.1. California Community Power Super JPA Agreement**

Approve Resolution No. 2020-11, Approving the California Community Power Agency Joint Powers Agreement and Authorizing the Executive Director to Execute the Agreement.

#### **9. STAFF REPORTS – None**

#### **10. FUTURE AGENDA ITEMS**

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

#### **11. CLOSED SESSION**

- 11.1. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** Pursuant to Government Code § 54956.8 in re: APNs 001-104-001-000, 001-114-006-000, 003-062-027-000, and 001-011-021-000; RCEA negotiator: Executive Director; Owner's negotiating party: Kramer Investment Corporation, Coldwell Banker Pacific Partners, and the City of Eureka; Under negotiation: price and terms.



Redwood Region Economic Development Commission  
Prosperity Center 520 E Street, Eureka, California 95501  
Phone 707.445.9651 Fax 707.445.9652 www.rredc.com

**REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION**  
**Regular meeting of the Board of Directors**  
**Via Teleconference**

**December 28, 2020 at 6:30 pm**  
**AGENDA**

**This meeting has been cancelled  
due to lack of quorum**

*The Redwood Region Economic Development Commission will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 445-9651. Notification 48 hours prior to the meeting will enable the Commission to make reasonable arrangements for accommodations.*

**RREDC**  
**Member**  
**Agencies**

*Cities Arcata · Blue Lake · Eureka · Ferndale · Fortuna · Rio Dell · Trinidad  
Community Services Districts Humboldt · Manila · McKinleyville · Orick · Orleans · Redway · Willow Creek  
Humboldt Bay Harbor, Recreation and Conservation District · Humboldt Bay Municipal Water District  
County of Humboldt · Hoopa Valley Tribe · Redwoods Community College District*