



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Board of Directors Meeting

January 2017



**Ruth Lake
1-4-2017**

Minutes



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

A. **ROLL CALL**

President Hecathorn called the meeting to order at 9:01 a.m. Director Rupp conducted the roll call. Directors Hecathorn, Laird, Latt, Rupp and Woo were present. General Manager Paul Helliker, Superintendent Dale Davidsen, Business Manager John Friedenbach, and Board Secretary Sherrie Sobol were present. Pat Kaspari and John Winzler of GHD were present for a portion of the meeting.

B. **FLAG SALUTE**

President Hecathorn led the flag salute.

C. **ACCEPT AGENDA**

On motion by Director Laird, seconded by Director Rupp, the Board voted 5-0 to accept the agenda.

D. **MINUTES**

On motion by Director Laird, seconded by Director Latt, the Board voted 5-0 to approve the minutes of the November 16, 2016 regular meeting.

E. **PUBLIC COMMENT**

No public comment was received.

F. **CONSENT AGENDA**

President Hecathorn requested Items 2 and 4 be pulled. On motion by Director Rupp, seconded by Director Woo, the Board voted 5-0 to approve the Consent Agenda less items 2 and 4.

2. City of Blue Lake Parks and Recreation- Thank you note

President Hecathorn inquired if the topic was discussed as the last meeting as she did not recall. The Board confirmed the item was discussed.

4. Ruth Lake CSD 2016 Quagga Inspection Report

President Hecathorn noted the number of inspections conducted was unusually high and only one watercraft failed inspection. Our District and Ruth Lake CSD have done a good job getting out the word about the inspection process and its requirements. Director Rupp added that Quagga Mussels were a topic of discussion at the ACWA conference. Director Laird stated he has not heard much news about the other aquatic invasive species, the New Zealand Mud Snail.

On motion by Director Rupp, seconded by Director Laird, the Board voted 5-0 to approve Consent Items 2 and 4.

G. **CORRESPONDENCE**

Letter from California Energy Commission (CEC) re: Approval for RPS Certification, Matthews Dam

Mr. Helliker stated the District received the approval certification from the CEC and the next step in the process is the meter installation which should be completed by April. Once the new meter is installed, the District will receive almost three times the previous rate under the new agreement. The revenue increase will benefit the ratepayers.

H. **CONTINUING BUSINESS**

1. Water Conservation Regulations

The draft report on implementation of Executive Order B-37-16 was released on November 30th and comments are due by December 19th. Mr. Helliker is working with ACWA and sixty-three water agencies to prepare comments. He discussed the elements of the draft the water



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

agencies are supportive of and those they are opposed to. The agencies are supportive of the new conservation targets for 2025, the five- year drought planning sequence in the Urban Water Management Plan (currently is three years), and language supporting reliable supplies. Water agencies are requesting revisions to include alternative compliance methods, allow and define variances, and clarify that the program must not affect water rights or the ability to use or transfer conserved water. Also, any changes should be implemented through new legislation. Director Rupp thanked Mr. Helliker for his involvement in the process and suggested that staff schedule a meeting with the representatives for our local legislators to discuss concerns with them and garner support. The Board concurred.

2. Water Resource Planning

Local Sales

Mr. Helliker stated the City of Trinidad is interested in being a grant recipient for water supply. They requested their engineer, GHD, determine how the pipeline analysis relates to their previous analysis. Director Laird stated Westhaven CSD should be involved as well. Mr. Helliker responded that he has reached out to Westhaven CSD but has not received any response to his email inquiries.

Transport and Instream Flow

At the ACWA Conference, Director Rupp and Mr. Helliker met with Jim Watson of the Sites Reservoir JPA; Ara Azhderian, Assistant General Manager of the San Luis and Delta Mendota Water Authority; and Curtis Creel, General Manager of the Kern County Water Agency, to discuss the possibility of storing water in the Sites Reservoir and selling water to users in the San Joaquin Valley. The cost of transferring our water to the Sacramento River basin is currently prohibitive, but may become more competitive in price if the State Water Board requires additional outflows from reservoirs in the Sacramento and San Joaquin Valleys.

Director Rupp and Mr. Helliker also spoke with David Aladjem at the ACWA conference regarding instream flow. The District's water rights expire in 2029 and can apply for renewal as late as 2028. The only benefit to acting sooner is to garner any potential revenue available from an instream flow dedication. The Board had an in-depth discussion on what would be considered baseline flows versus beneficial instream flow dedication. There was also much discussion on allocation of the available water for presentation and discussion purposes. The current pie chart used to show potential allocation of HBMWD water rights: diversions at Essex has a green shaded area of 10 MGD that is listed as Transport or Instream. This is water that can be allocated to either or both beneficial uses, depending on the circumstances. Director Laird stated he would like the green slice to disappear. He recommended adding 5 MGD to transport and 5 MGD to instream flow. President Hecathorn inquired what the benefit is to changing the chart. Director Laird stated the current pie chart does not show how much instream flow is valued and he wants it made clear that instream flow is valued. Director Rupp stated the original costs were based on 40 MGD, therefore the cost sheet will need to be modified to more accurately reflect increased costs. Can this be done without incurring high costs? If so, he can agree on the change as a planning document for diversions at Essex. Mr. Helliker stated the current terms for transport are 30-40 MGD. Is the Board saying reduce it to state up to 35 MGD for transport? The Board confirmed this is the recommendation. On motion by Director Laird, seconded by Director Woo, the Board agreed for planning purposes to allocate 20 MGD of diversion rights at Essex to instream flows and 35 MGD to potential transport options.

Last month, the Board received a letter from the Humboldt Community Services District Board



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

expressing their questions and concerns regarding the instream flow option. Mr. Helliker provided a draft response letter for review. The Board provided input and the letter will be sent out soon.

3. Cannabis activities

Mr. Helliker stated the State and Regional Water Boards as well as the Department of Fish and Wildlife are in the process of hiring for new positions to implement cannabis regulatory enforcement. The next phase of enforcement activities is expected to start as soon as new staff are hired.

4. Ordinance 16 and Contract Changes

Mr. Helliker met with five of our seven Municipal Customers regarding changes to Ordinance 16. He will meet with Manila CSD on December 15th and Fieldbrook on December 20th. No concerns have been raised at this point. Staff should be prepared to bring the changes to Ordinance 16 to the Board for approval at the January meeting and changes to the water supply contracts in March or April, for implementation in July. Director Rupp confirmed that he and Mr. Helliker and possibly Director Latt will meet with the Eureka City Council for a broad orientation the first part of 2017 as there are several new Council members.

I. NEW BUSINESS

Oath of Office

Vice-President Laird administered the Oath of Office to President Hecathorn, Director Latt and Director Woo. All three Directors ran unopposed.

Employee Safety Incentive

Mr. Friedenbach discussed the current safety program and its components. He noted the District is committed to providing a safe and healthy work environment for all employees. The employees are very safety conscious. This is evidenced by the District's low Worker's Compensation ExMod factor of .67. Any rate less than 1.0 means there are relatively few worker injuries over time. A rate of .67 indicates a very strong culture of safe work practices for which the employees should be commended.

The District's worker's compensation and liability insurance is through the JPIA. A JPIA Risk assessment inspection was recently conducted by Mr. Scott Wood. Mr. Wood believed that the District's Safety Incentive Policy could be misinterpreted and construed as not compliant to OSHA standards. Mr. Friedenbach shared a new, OSHA compliant Safety Incentive Policy with the Board for possible approval. He noted that the District's Safety Committee members reviewed the new incentive plan criteria and were not opposed the revision. If adopted, the new criteria will be implemented on January 1, 2017. On motion by Director Rupp, seconded by Director Laird, the Board voted 5-0 to approve the new and revised Safety Incentive Policy.

J. REPORTS (from Staff)

1. Engineering (11:00 a.m.)

Ranney Collector 1 Lateral Replacement Project (partially funded by Prop 84 NCIRWMP grant)

Mr. Kaspari stated the Layne crew is getting ready for the holiday break. They will be back on January 9, 2017 and will begin work on the third lateral. The current contract shows a project completion date of December 31, 2016. A change order will be required to revise the date.

The contractor submitted Pay Request 5. Mr. Kaspari recommended approval of payment 5 in the amount of \$74,000 less retainage of \$3,700 for payment of \$70,300. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 to approve Payment 5 to Layne Christensen.



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

Blue Lake-FG CSD Water Line Replacement over Mad River (funded by Prop 84 NCIRWMP grant and FEMA Hazard Mitigation Grant)

Mr. Kaspari shared that FEMA is finishing up their review and will do an informal consultation with the US Fish and Wildlife Department. There are no apparent conflicts. FEMA still needs to send the Cultural Resources Report to the State Historic Preservation Office and hopefully they will respond by January or February. If approval is received by February, the next step is a site survey and then perhaps go out for bid in the summer of 2017.

1MG Reservoir Roof Replacement & Painting

Mr. Kaspari is aware of 3 bids so far. The bid opening is scheduled for December 21 at 3 pm.

12kV and Surge Tower HMG/PDM

The 12kV project is still under review and FEMA staff are requesting more information. The person reviewing the Surge Tower says it looks good and should receive a letter soon regarding approval.

Miscellaneous Property Developments, Arcata

A few months ago, an Axel Properties project was discussed with the Board and a recorded easement was done with the County. They now want to build another building on the West End Road site. The building does not appear to impact our easement, however, Mr. Friedenbach sent them a letter reiterating our easement.

Status report re: other engineering work in progress

Mr. Kaspari discussed the earthquake that occurred earlier in morning. FERC requires a follow up status report for earthquakes over a magnitude of 5.0 and within 50 kilometers of the dam. Although the earthquake was a magnitude 6.5, it was beyond 50-kilometer range. The quake meter at the dam did not register any movement. As a precaution, a dam inspection and report will be completed. Mr. Friedenbach shared that he received a call from FERC asking about any effects on the dam from the earthquake.

2. **Financial**

Director Rupp provided the November 2016 financial report. He noted that of the \$215,825 in project costs for the month, only \$30,000 was charged out under Price Factor 2. The remainder is funded by grants and other sources. Director Woo reviewed the bills and stated all was good. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 to approve the November financial statement and vendor detail report in the amount of \$359, 249.54.

3. **Operations**

Monthly Report

Mr. Davidsen provided the December Operational report. He stated Ruth Lake is full and it is the earliest it's filled in the past ten years. He shared that Pump Efficiency Testing Services was on site to conduct efficiency testing of the collector pumps and the pumps at the TRF. Initial testing shows the District should get a good rebate from PG&E. The District conducted the annual EAP Drill for R.W. Matthews Dam. This is a FERC requirement to test the emergency call lists and radios. Training including HazMat Violation Workshop, Fall Protection-Competent Person, Reasonable Suspicion, and First Aid and CPR/AED training. Director Rupp inquired who provides the training. Mr. Davidsen replied there are several different organizations that provide



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

the training but much of it is locally through the North Coast Safety Consortium (NCSC). Mr. Friedenbach added the District is a member of the NCSC and one of the benefits is free training. He noted the Board can attend the training as well and will send them a schedule of upcoming trainings. Mr. Davidsen and the Board discussed future security improvements. The Board concurred that security is a priority and recommended staff provide a scope of work and receive bids for updating the system, provided that staff is comfortable with the current system and improvements are not imperative. Staff confirmed the improvements can wait. Mr. Davidsen shared the Notice of Inspection from Mr. Imperiale of CalFire. The notice states that Mr. Imperiale is hopeful the District will begin harvesting the dead and dying trees in next month or two. Mr. Davidsen shared the quotes received to remove the trees. It will cost approximately \$20,000 to remove the hazardous trees around headquarters. He noted this is just for headquarters and does not include the hundreds of other dead, dying and diseased trees on District property at Ruth. Director Laird stated he is not supportive of cutting trees and inquired if the District has a Timber Harvest Plan done by a licensed professional forester. Director Rupp stated if we do nothing, we may lose even more trees. Mr. Helliker responded that the District does not need a Timber Harvest Plan and it would cost over \$100,000 to do one. He also noted that Mr. Imperiale of CalFire is a licensed professional forester. Director Latt suggested staff get a quote for Timber Harvest Plan and leave some select dead trees for habitat. Director Woo also suggested staff check with the US Forest Service (USFS) to see what their plans are for dead, dying and diseased trees since most of the property surrounding District's is owned by the USFS. The Board requested staff bring back the issue of tree removal at headquarters next month.

SCADA System Upgrade Project

Mr. Davidsen reviewed the bids received. He recommended awarding the bid to Telestar, the lowest, responsive, responsible bid. He stated he is still awaiting a schedule of values from Telestar and recommended award of the contract be contingent upon receipt of the schedule. On motion by Director Laird, seconded by Director Woo, the Board voted 5-0 to award the contract to Telestar, contingent upon receipt of the schedule of values.

K. DIRECTOR REPORTS & DISCUSSION

1. General

Director Laird attended a Eureka Chamber of Commerce Business Committee meeting. He discussed water rights, and Water Resource Planning.

Director Hecathorn stated new officer elections will take place at the January meeting. She also stated the General Manager Performance Review will take place during closed session at the January meeting.

The Board discussed holding a Special meeting to interview and possibly appoint a new Director. The Special meeting will be on January 19 at 9 am.

2. ACWA – JPIA

As part of the Fall Conference, Director Rupp attended an Employee Benefits Committee meeting where they are looking at ways to reduce the costs of medical coverage. He also attended a Board of Directors meeting as well as an Executive Committee meeting.

3. ACWA

Director Rupp and Mr. Helliker reported out on their attendance at the ACWA Fall Conference. Director Rupp attended a Finance Committee meeting and looks like dues will be increasing by



Agenda for Meeting of Board of Directors

December 8, 2016, 9:00 a.m.

three percent. They attended the Region 1 meeting and Director Rupp stated he would really like to see Mr. Helliker serve on that Board. Presentations attended included weather predictions by NOAA and one on atmospheric rivers. It was a good conference.

4. Organizations on which HBMWD Serves: RCEA, RREDC, NCRP

Director Woo attended the RCEA meeting. Things are moving forward and they are on schedule for the launch of the Community Choice Energy program in April of 2017. They also put together an outline for orientation of new Board members.

President Hecathorn attended the RREDC meeting in lieu of Director Rupp since he was at the ACWA Conference. She reported that Leila Roberts, the new Director of the North Coast Small Business Development Center was the guest speaker. The Board went into closed session to conduct a performance evaluation for the Executive Director.

ADJOURNMENT

The meeting adjourned at 3:08 pm.

Attest:

Consent

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

December 20, 2016

In reply refer to:
Project No. 3430-CA
NATDAM No. 00833

Mr. Paul Helliker
General Manager
Humboldt Bay Municipal Water District
828 Seventh Street
P.O. Box 95
Eureka, CA 95502-0095

Re: 2015-16 Dam Safety Surveillance and Monitoring Report (DSSMR)

Dear Mr. Helliker:

This letter is in response to your March 28, 2016 letter submitting the Dam Safety Surveillance and Monitoring Report (DSSMR) for R.W. Matthews Dam, part of FERC Project No. 3430. We have reviewed the report and concur with your evaluation of the current and historic instrumentation data and development of the established action levels. We have no further comments.

Your cooperation in this aspect of the Commission's dam safety program is appreciated. If you have any questions or comments, please contact Mr. Sam Lee at (415) 369-3393.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

STATE: Quagga mussel infestation discovered in Pyramid Lake; state imposes boating restrictions



SATURDAY, 10 DECEMBER 2016 00:56 LAKE COUNTY NEWS REPORTS

The quagga mussel is a small, non-native freshwater mollusk that the Department of Water Resources had successfully prevented from infesting the State Water Project since the species was first discovered in California in 2007.

However, on Dec. 8, six adult quagga mussels were found in the Angeles Tunnel, which serves as a connector between Pyramid Lake and Elderberry Forebay, two State Water Project components north of Los Angeles.

The California Department of Fish and Wildlife, or CDFW, has concluded that Pyramid Lake must be considered infested with the invasive species, and Elderberry Forebay and Castaic Lake, both downstream from Pyramid Lake, are presumed infested with the mussels.

The Department of Water Resources, or DWR, discovered the mussels during a scheduled inspection of Angeles Tunnel. Six adult quagga mussels were found in the tunnel.

DWR said there is no evidence of mussel reproduction, and no larval or "veliger" stage mussels have been found in Pyramid Lake during DWR's routine monthly veliger detection monitoring.

No young sub-adult mussels were found in the tunnel, and no mussels have been found in Castaic Lake. Both lakes are actively monitored each month.

The "infested" determination for Pyramid Lake means boats must be inspected and thoroughly washed upon leaving the lake.

It also means those boats will not be granted a "clean boat" tag that normally is given to boats when they leave water bodies that do not contain quagga mussels. The tag is a visual sign that the boat does not require inspection prior to entering other bodies of water.

DWR currently is implementing the steps outlined in its rapid response plan. Notifications have been sent to CDFW, the Los Angeles Department of Water and Power, the Los Angeles County Parks Department, the Metropolitan Water District of Southern California and SWP contractors affected by this discovery.

DWR's response team is preparing to mobilize and delineate the extent of the mussel population. These efforts are being coordinated with CDFW, the State's lead agency in invasive mussel management.

Quagga mussels can clog water systems, alter food webs in ecosystems and damage boat engines.

Concerns about the spread of the mussels across California has led to a Lake County Mussel Program, which requires screenings and stickers to help prevent the mussels' arrival, which can devastate a local ecosystem.

Like 5 Share G+1 3

Tweet

Share

submit



Sewer/water bills likely to rise in Manila

SECTION Fa PAGE NO. 2

5 hours ago

Jack Durham
Mad River Union

MANILA – Residents in the salty outpost may see their combined sewer/water bills go up by \$14.49 a month by next summer.

The rate increase was discussed by the Manila Community Services District Board of Directors at its Dec. 15 meeting, during which the board received a presentation on a water and sewer rate study from Brett Vivyan, an engineer with GHD, who is also a Manila resident.

Vivyan provided a detailed report to the board showing that, although water and sewer rates have not increased in eight years, inflation has, jacking up the costs of supplying water to the peninsula town's 350 customers. Another blow to the district was the closure this year of the Sierra Pacific Mill, which was the town's largest water customer.

Vivyan estimated that the average operating budget for the town's water department would be about \$194,000 a year over the next five years. If rates are not raised, the fund would incur an average annual deficit of about \$35,000.

The sewer department would have an average operating budget of \$189,000 a year over the next five years, with an average deficit of \$13,000.

In order to erase those deficits, the average monthly combined sewer/water bill, which is now about \$68.29, would need to be raised to about \$82.78, an increase of about \$14.49 a month.

The actual charge would depend upon the size of a customer's water meter and the amount of water consumed.

These numbers are preliminary, and don't include possible changes to the district's contract with its wholesale water supplier, the Humboldt Bay Municipal Water District.

Firmer numbers may be brought back to the board in January. The board may also consider phasing in the increase, which would result in planned deficits in the first few years until the increases caught up with the district's revenue needs.

Public hearings on the increase could be held as early as March.

You can read the draft of the rate study [here:20161215_Water&SewerRateStudy](#)

Share this:



'Arcata is not going to be here' City to adapt, protect and retreat from sea level rise

Kevin L. Hoover
MAD RIVER UNION

ARCATA — "By 2050, this will be normal," said Aldaron Laird, standing near the top of an Arcata wastewater treatment pond levee as waves broke at his feet.

A small group had trekked out to the Rising Tides Bench during a nine-foot King Tide on Dec. 13 for a discussion of sea level rise, its imminence and conse-

quences.

While the bay's present borders can more or less withstand today's King Tides — also known as perigean spring tides, which coincide with maximum gravitational pull by the moon and sun — that won't be the case when they ride in on top of tomorrow's raised sea levels. At that point, seawater would overtop current levees and inundate coastal areas, including homes, farms, businesses

and critical public infrastructure.

The higher sea levels are not an "if," they're a "when." What we don't know is exactly when.

And it won't stop there. By 2100, some projections indicate sea level rise of over six feet, possibly much more. That's why, at an Arcata City Council study session on sea level rise that same night, Community Development Direc-

SEA LEVELS ❖ A3



UNDERWATER Arcata Community Development Director David Loya displayed a map indicating areas of Arcata (in purple) that are vulnerable to inundation with rising sea levels. KLH | UNION

Sea levels | Become like Venice?

◆ FROM A1

tor David Loya stated, "Arcata is not going to be here in the future." Pointing northeast in the direction of the hills, he said, "It might be there."

The levee walk and the later council study session offered both a reality check and a gut check as regards the cataclysmic challenges ahead.

In one day, the minute number of Arcata residents who participated in the two events - a few dozen total - learned about what's coming and ways the city might respond.

Out on the bay, Laird noted that sea level rise could render some initial areas uninhabitable even as streets remain dry, by flooding out underground utilities such as sewer lines.

With the bay protected by 41 miles of aging dikes, Laird said, "We're all living on borrowed time."

How much time there is to do something, and what, were key points in the discussion at Arcata City Hall that night. Senior Planner Elizabeth Schatz laid out the big picture with a comprehensive overview.

Exacerbating the problem locally is that the water level isn't just rising - the land is sinking. Tectonic forces are pushing Humboldt down, the subsidence compounding the problem.

As bay levels rise, said City Engineer Doby Class, Arcata's creeks won't be able to drain properly. Storm drains will back up and water will pool upstream, flooding near-creek areas.

The Bloomfield neighborhood is a prime example. "All that's underwater," Class said.

"Our streets will become Venice," Class said. He noted that "entire nations live that way," protecting developed areas with dikes and pumping water out into

communities to inundation. "Where would we find mitigations?" wondered Julie Neander, deputy director of community services. "It's a whole new world," Class noted.

As the ocean creeps in, Arcata will do what mammals everywhere instinctively do when pursued - climb. Referring to the town's higher elevations, Loya said, "We're starting to annex that way. Over time, we're going to start building that way."

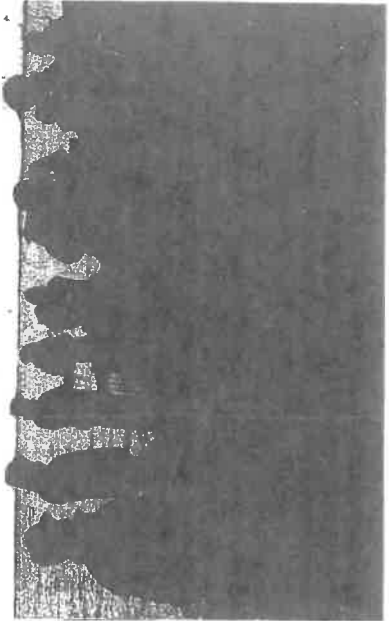
While this fundamental shift is outside the current "planning horizon," Loya said, "At some time it's going to be infeasible to protect the assets we have."

Among the assets considered worth protecting, or "armoring" via raised levees and protected access would be Arcata's Wastewater Treatment Facility, located at the Arcata Marsh & Wildlife Sanctuary. Currently undergoing upgrades, the plant should be all right for another 40 years if walled off against the water.

Class called the eventual state of things there "a road to an island." Complicating the planning is that projections of sea level rise vary wildly. While inevitable, specifics are elusive. "We're fumbling in the dark here, just to be honest," Loya said. Nonetheless, he said, it's crucial to "design a retreat strategy."

Laird said that once the wastewater plant becomes too costly or impractical to protect, it may be most practical to "think outside the box" and create a regional treatment facility to replace it.

"Luckily, this council won't have to make that decision," Loya assured wide-eyed councilmembers. Environmental Services Director Mark Andre repeatedly offered assurances that the current treatment plant will be safe and useful for years to come. "We think we can fortify that spot for a



KING TIDE Aldaron Laird leads a group on the edge of the bay during a King tide. KLH | UNION

long time," he said.

He said that there are 35 treatment plants in the Bay Area that are similarly vulnerable, with plans afoot to fortify them.

Loya said piecemeal fixes won't do. "One project at a time - that's not planning," he said. He suggested that a regional approach, possibly a joint powers authority, might be best suited to craft an overall "adapt, protect, retreat" strategy.

Andre, the voice of calm amid the startling revelations, pointed out that Amsterdam, the Netherlands city which is more than six feet below sea level, "has been living like that for a long time."

Of town-protecting levees, Andre said, "You can almost engineer anything with enough money."

Inevitably, property values in some areas are going to plunge, while others are going to become more valuable.

Councilmember Mark Wheatley said that developments within areas likely to flood should be charged an impact fee to offset public costs for protecting those assets.

Councilmember Susan Ornelas said a regional group might be assembled, and that community

outreach must be done to ensure public involvement in the decision making. It doesn't have to be a grim undertaking, she said, but an opportunity for citizens to imaginatively redefine the town.

"It could almost be a pinnacle time," Ornelas said. "We can plan with creativity and not just work off of our fears."

Loya later laid out the initial approach, which will ramp up in January. At least two more council study sessions will be held, each getting more specifics as to what's in store.

A "gap analysis" will be done to identify where levees might be completed in order to encircle town assets, and projections will be refined.

The public will be asked to prioritize which properties ought to be protected. More focus of the most exposed areas will be held, using the Arcata Marsh Interpretive Center as a starting point.

From all of this, a process-and-policy objectives will emerge. The Arcata Planning Commission will be charged with developing specifics, which will then be handed up to the Arcata City Council.

Climate Ready dune project is failing

In June 2015, a local nonprofit, Friends of the Dunes, was awarded a \$249,000 grant by the Coastal Conservancy to study the changes taking place on our coastal dunes from Moonstone Beach to Centerville.

The project is meant to measure areas of different vegetation types and sediment deposits. This may help us to better understand how our coastal dunes may be adapting to climate changes such as anticipated sea level rise.

At the onset of the program, it was somehow decided to use a data-gathering system that does not interface well with the extensive work that Aldaron Laird completed a few years ago while mapping vulnerable areas around Humboldt Bay.

Secondly, the Fish and Wildlife Service decided to change the previously-approved method for removing vegetation at a site on Lanphere Dunes. Instead of hand removal, poison was used. Without notifying any of the collaborators in the project or the public, the Refuge Director Eric Nelson decided to spread approximately 55 gallons of herbicides on an acre of primary dunes. He used Climate Ready grant money, per his signed, although controversial, Categorical Exclusion.

The non-selective herbicide cocktail of Glyphosate/Imazapyr was applied twice, once in March and again in October just a month before planting fragile native plants. Imazapyr stays deadly for up to 12 months. The questions asked of Mr. Nelson relating to this use of poison and the conflicting messages he has provided the public have not been adequately addressed.

At a quarter-acre site on a Friends of the Dunes property in Manila, they planned to dig up one grass to replace it with another. It cost us \$5,000. The total area ended up being about half the contracted square footage. Eighty-five percent of the new grass has died.

Statements recently made by the Fish and Wildlife Service Refuge staff indicate that they have somehow concluded that to prepare for climate change, we should have "rolling dunes." They think we should purposely destabilized sand to migrate inland onto very rare dune hollow wetlands and dune shrub habitat, onto roads, homes and other important infrastructure.

There has yet to be any justifiable reasoning or documented support for such a concept however.

Extensive Oregon University studies have reached a very different conclusion, and some areas in Oregon have begun replanting the very same grass that land managers here have been tearing



GUEST OPINION
Uri Driscoll

out, bulldozing and poisoning. The coastal land managers along the east coast go to great lengths to protect their beachgrass to build and stabilize their dunes.

We were also promised quarterly reports to keep abreast of the project, but have waited over nine months since the last one. We were also promised public meetings every six months. The last one took place over nine months ago, and we have been told no additional meetings are scheduled.

The multitude of questions and concerns the public brought to the first (and so far, only) meeting have been completely ignored. The public-outreach coordinator assigned to the project has quit.

Our hard-earned tax money is being used to collect data that is largely incompatible with important, expensive and hard-earned data we already have.

A 55-gallon drum of poison has been spread on the Lanphere Refuge, a place one would think could be spared such an assault. Baykeeper, Friends of the Dunes, the North Coast Environmental Center, EPIC and a host of other environmental organizations have spoken out against the use of herbicides for non-native plant eradication projects.

We spent \$5,000 to dig up one-eighth of an acre of one type of grass and replace it with another type that is dying or dead. We ended up with a significant lack of promised project updates and public meetings. The public's only direct contact person with the project quit.

The public cannot get honest, transparent answers to understand how questionable and highly controversial decisions and conclusions are being made. Those whom we should be able to get real answers from have gone into hiding.

Are we getting what we paid for? Obviously, we are not. But chances are these same folks will have their hand out for another \$250,000 next year. It would be encouraging if there were some indication that the Coastal Conservancy, who funds these projects, would show some transparent oversight. To date however, they have kept their head in the sand while keeping up the longstanding, cozy and very profitable relationship.

While the original goal of the project does seem worthy, once again, the implementation of the pork barrel extras have failed. The promises, transparency and contracts with the public have quickly been sacrificed now that the check has cleared the bank. We can do better. A lot better.

Uri Driscoll is an environmental activist.

*Aracata EIP
Dec. 14, 2016*

Correspondence



Form Date - 9/15/2014

REIMBURSEMENT CLAIM FORM

(Reference instructions on following page (instructions tab) - Failure to follow instructions may result in non-payment of invoice)
THIS OFFICE INVOICE FORMAT MAY NOT BE MODIFIED

QAUGGA AND ZEBRA MUSSEL INFESTATION PREVENTION GRANT PROGRAM

From: Humboldt Bay Municipal Water District
 To: California State Parks, Division of Boating and Waterways
 Address: 828 7th Street
 Attn: Robin Turgeon
 City, CA Zip Code: Eureka, CA 95501-1114
 One Capital Mall, Suite 410
 Telephone No: 707-443-5018
 Sacramento, CA 95814
 Project Title: Gate Arms and Computer Replacement Quagga Prevention Program
 Division of Boating Waterways Agreement No: C15C085
 Grantee Claim No: 61013
 Grantee Billing Period: 9/30/2016
 Claim Reimbursement Date: 10/18/2016

Line Items	Current Expenditures	Contract Allotments (per line item or N/A)	Previous Expenditures (Taken from last invoice)	Expenditures to Date	Non-DBW Funding	Amount Due This Invoice	Line Item Budget Spent to Date
Personnel Service - Classification							
Labor - task 1	\$0.00						
Total	\$0.00	\$200.00		\$0.00	\$0.00	\$0.00	0.00%
Operating Expense							
Annual Boat Stickers - task 3	\$0.00						
Boat to Trailer Bands - task 4	\$1,509.52						
Gate Access Cards - task 5	\$989.28						
Fee for dedicated phone lines for gate moderns-task 6	\$1,223.05						
Total	\$3,721.85	\$5,600.00		\$3,721.85	\$0.00	\$3,721.85	66.5%
Equipment							
Gate Arms - task 1	\$1,362.00						
Computers - task 2	\$0.00						
Total	\$1,362.00	\$3,350.00		\$1,362.00	\$0.00	\$1,362.00	40.7%
Professional/Consultant Services							
Personnel Services							
Rate (\$)	\$0.00						
Hours	\$0.00						
Non-Personnel Services							
Rate (\$)	\$0.00						
Hours	\$0.00						
Total	\$0.00						
Construction/Implementation							
Personnel Services							
Rate (\$)	\$0.00						
Hours	\$0.00						
Non-Personnel Construction Costs							
Rate (\$)	\$0.00						
Hours	\$0.00						
Total	\$0.00			\$0.00	\$0.00	\$0.00	#DIV/0!
TOTALS	\$5,083.85	\$9,150.00	\$0.00	\$5,083.85	\$0.00	\$5,083.85	55.6%

10% Withheld (Retention)
 10% of total Grant award will be held until the final report is submitted, approved, and the project is 100% complete.

← Total Amount of This Invoice: \$5,083.85

John Friedenbach
 Grant Project Director or Designated Representative
 Date: 10/20/2016
 Grant Manager
 I certify this invoice is accurate and I approve this invoice for payment.



DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
Division of Boating and Waterways
One Capitol Mall, Suite 410
Sacramento, CA 95814

December 12, 2016

Humboldt Bay Municipal Water District
828 7th Street
Eureka, CA 95501

Attention: Sherrie Sobol

**RE: 2016/17 Quagga and Zebra Mussel Infestation Prevention Grant Program
(Letter of Award)**


Agreement No.: C16Q0805
Fiscal Year: 2016/17
Term: February 1, 2017 through January 31, 2019
Amount: \$63,500.00

Thank you for submitting an application for the 2016/17 Quagga and Zebra Mussel Infestation Prevention Grant Program. The California State Parks, Division of Boating and Waterways (DBW) is pleased to inform you that your project titled "Improved and Additional Inspection/Launch Site Facilities" for \$63,500.00 will be fully funded with the following condition(s):

- The applicant must structure the project's Scope of Work and Task Schedule as instructed in the grant guidelines and grant agreement.

The next step in the process is to complete and execute the attached Grant Agreement by including the Scope of Work, Task Budget and Line Item Budget with the agreement. The Agreement and pertinent documents need to be returned by February 15th, 2017 to the DBW Grant Administrator, Leticia Padilla, to the mailing address referenced above. If you need assistance in developing the Grant Agreement please do not hesitate to contact me at: (916) 327-1851 or Leticia Padilla at: (916) 327-1270.

Congratulations and we look forward to working with you on implementing the project.


Edward Hard
Environmental Program Manager
QZ Prevention Grant Program
Aquatic Invasive Species Branch

Continuing Business

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors
From: Paul Helliker
Date: January 12, 2017
Subject: Water Conservation Regulations

.....

Conservation Regulations

The State Water Resources Control Board will review a draft of proposed changes to emergency conservation regulations on January 18, and will conduct a hearing for final approval on February 7. In the comment letter described below, 114 water agencies (including HBMWD, Arcata, Eureka, HCSD and McKCSD) recommended that the Board rescind regulations for districts that have adequate supply in 2017. Given the fact that Ruth Lake filled in November and continues to spill, Humboldt Bay agencies would qualify for such a rescission.

Executive Order B-37-16 Implementation

The SWRCB and DWR issued their draft report on implementation of the Executive Order in November, and comments were due on December 19. HBMWD joined with 113 other agencies and associations to provide the comments in the attached letter. The Administration is expected to issue their final report, including a legislative proposal, in February.

Some elements, such as ongoing monthly reporting requirements and permanent prohibitions of various water uses, will be considered by the SWRCB under existing authorities. However, it is not clear that they have adequate authority to establish such requirements on a statewide basis, so we will wait to see what they propose.

ACWA has established a subcommittee of the State Legislative Committee to address potential legislation on the Executive Order, which could be as comprehensive and controversial as was the water package in 2009 (which took more than 3 years prior to that to negotiate). The subcommittee, in which I will be participating, has an initial conference call on January 11.

VIA EMAIL: wue@water.ca.gov; commentletters@waterboards.ca.gov

December 19, 2016

The Honorable Felicia Marcus, Chair
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

The Honorable Mark Cowin, Director
California Department of Water Resources
P.O. Box 942836, Room 1115-1
Sacramento, CA 94236-0001

SUBJECT: Comments on "Making Conservation a California Way of Life" November 2016 Public Review Draft

Dear Chair Marcus and Director Cowin:

The undersigned water suppliers and associations comprise designated members of the Urban Advisory Group (UAG) convened by the State to provide input on the framework for implementation of Executive Order B-37-16 (EO) and additional participants in the recent stakeholder outreach process. Many of us submitted a joint comment letter and detailed recommendations dated October 18, 2016, and we include that package with this letter, as it continues to be germane to the Public Review Draft. We would also like to draw your attention to a comment letter being submitted today from the American Water Works Association, California-Nevada Chapter, which pertains to portions of the Public Review Draft.

We would like to express our ongoing appreciation for the opportunities that the State has offered to provide input in this process. We continue to be committed to helping define a successful framework to help California prepare for and respond to future droughts, and to promote the long-term efficiency of water use. We would like to collaborate with you and your colleagues in the Brown Administration to craft a legislative package that we can all support.

While we are largely supportive of the initial recommendations in the Draft Report, we cannot support any policy that allows the State Agencies carte blanche in determining future water-use budgets, prohibitions or performance measures. We believe all new water-use target setting efforts must include a formal stakeholder involvement process, allowing for input on technical considerations and the potential for unintended consequences.

The conservation framework must take into account the One Water policy perspective, seeking a balanced and integrated approach to sustainable water management. Water sustainability and drought resilience must be measured in terms of BOTH water-use efficiency and the development of new supplies and storage.

To that end, we are concerned that the uncertainty associated with unknown future conservation regulations will serve as a significant *disincentive* for the development of new sustainable supply sources

Water Suppliers and Associations Comment Letter
December 19, 2016

and storage by local agencies, and we strongly believe that this would be an unwise direction for California to take. As such, several of our comments are aimed at improving incentives for new supply development while maintaining water-use efficiency principles.

Similar to the approach we took in October, we have identified the elements of the Public Review Draft that we support and which we believe will improve water management in the future, and we have provided specific feedback aimed at improving the proposal. We support the enforcement of water use efficiency targets in 2025, the transition to a five-year drought planning sequence in the Urban Water Management Plan, and the additional components proposed for the Water Shortage Contingency Plans – communication plan, specific compliance and exemption procedures, monitoring and reporting protocols and a regular review process. We also believe that providing State agencies with our annual supply and demand assessments will facilitate better understanding of hydrologic conditions throughout the state.

We have identified the following areas of continued concern, which we look forward to resolving with the Executive Order agencies in the final report (the citations in each comment refer to the relevant section(s) of the Public Review Draft).

Using Water More Wisely

Section 2.1 Emergency Conservation Regulations for 2017

- As the State Water Resources Control Board (SWRCB) considers extending the emergency regulation in January/February 2017, they must consider that many parts of the state are not experiencing emergency drought conditions due to improved hydrologic conditions, development of drought resilient supplies, or both. The SWRCB should rescind the emergency conservation regulations for those areas with adequate supplies, and focus on those communities that require assistance in meeting the water demands of their community. The SWRCB could continue its “stress test” demand reduction measures for areas in which supplies are inadequate in 2017 to meet normal demands.

Section 2.2 Permanent Prohibition of Wasteful Practices

- We request that the EO agencies include language to exempt residents from these prohibitions in the case of a public health or safety emergency and that uniform definitions of “measurable rainfall” and “street medians” be provided. We also ask that it be made clear in Section 2.2.4 that it will be the responsibility of local agencies to enforce these new regulations.

Section 2.4 Process for Determining Cost-Effectiveness of Water Conservation and Energy Efficiency

- It is stated in this section that the cost-effectiveness of potential appliance standards is based on the value of the water or energy saved, the effect on product efficacy for the consumer, and the life-cycle cost of complying with the standard to the consumer. The California Energy Commission (CEC) assesses the cost effectiveness of a proposed appliance standard by surveying and comparing the cost and operation of compliant and non-compliant appliances. Any increased costs must be offset by water and energy savings due to the increase in appliance

efficiency. We call on the CEC to include potential wastewater system impacts as a valid life-cycle cost associated with indoor appliances when conducting its cost-effectiveness analysis.

Section 3.1 New Water Use Targets

General

- Alternative Target-setting Approach (Sections 3.1.1 and 3.1.2.) We continue to request that the State include optional approaches to the strengthened standards target-setting process that build on the elements of SB x7-7, as is directed by the EO. Expansion of the State agencies' water budget based proposal to provide for alternative target-setting approaches that can be customized to unique local conditions, would be equally effective in reducing water use and would allow for alternative methods to reducing water demands that could be more cost-effective for some agencies to implement. This is particularly important for water agencies that lack resources or capacity to implement water budget programs, or for water agencies that would benefit from this additional flexibility. We also believe that a regional compliance approach should be allowed as an option.
- No Impact on Water Rights. The new water use efficiency program requirements must not adversely affect water rights or contracts held by water suppliers in California, and must explicitly recognize the ability of water suppliers to use or transfer the conserved water, pursuant to Water Code Section 1011. These provisions are already contained in Water Code Sections 10608 et seq. (SB x7-7), and must be maintained in any modifications thereto or in any new Water Code language to implement the Executive Order. We ask that language be added to the executive summary and introduction clearly stating the state's intent to preserve water rights as the elements of the Executive Order are implemented.
- Sustainable Water Management. When setting water use standards, it is imperative for the EO agencies to recognize that water conservation by itself is not going to result in a resilient supply that can manage severe shortage situations, which the state is likely to face in the future. As described in Governor Brown's California Water Action Plan, an integrated and sustainable approach must include both water use efficiency and local supply development. When considering lowering the standards on water use, the state must take into account local efforts in developing drought resilient supplies, as mentioned in section 4.2.2 of the Public Review Draft.

Indoor and Outdoor Standards

- Water Use Efficiency Standards and Reporting (Section 3.1.3.) We support the proposal to establish 55 gallons per capita per day (GPCD) as the indoor use standard and the use of MWELo standards in place when landscapes were installed as the outdoor use standard for residential properties, when using the proposed method, for determining compliance with the new efficiency targets in 2025. The landscape standard should be applied to irrigable areas of parcels. We support reporting on compliance with the 2025 targets in the 2025 Urban Water Management Plan. We do not support annual reporting on targets either before or after the

2025 Plan. Finally, while we are open to considering lower water use standards for residential customers in future years, we insist that any such consideration be inclusive of a public stakeholder process.

- **Indoor Standards Workgroup** (Section 3.1.3.) Similar to the Landscape Area Measurement Workgroup, which is to assist the state in developing the outdoor irrigation standard, the EO agencies should form an Indoor Standards Workgroup to assist the state in evaluating the data and research to be utilized in determining the 2025 indoor standard. As part of this effort, the EO agencies must conduct a scientific evaluation to identify potential impacts on wastewater systems and recycled water/potable reuse production before the indoor water use standard is reduced to a standard below 55 GPCD.
- **Landscape Area Measurement Data** (Section 3.1.3.) We request that the State provide to water suppliers either the detailed, verified landscape data for every parcel in a water agency that chooses to use the water use efficiency compliance method defined in the Public Review Draft or the funding for the agency to perform this analysis. A significant amount of data and technical assistance, as well as dedication of precious fiscal resources, will be required to implement these standards. The process and methods to obtain and disseminate the data will need to be transparent and technically sound in order to ensure credibility with the public and local decision makers.

In lieu of using state-supplied landscape data, water suppliers should be allowed to use self-supplied landscape data of equivalent or superior quality to develop targets. Additional landscape data provided by water suppliers could be used to address unique conditions in a service area such as agricultural land or to provide updated landscape area reflecting service area growth. Any landscape data provided by the water supplier would be required to incorporate landscape area assumptions and definitions consistent with those used in the state-supplied data set. We urge the State to take a deliberate and iterative approach that includes verification of accuracy by an independent third party and allows sufficient time to test the proposed standards and make refinements as necessary. In this regard, any delay in the availability of verified landscape data should be reflected in compliance deadlines for water suppliers.

- **Variances** (Section 3.1.3.) We request that the EO agencies develop and implement a variance process to allow for the establishment of indoor and outdoor water use standards according to a water supplier's unique conditions, such as providing more water than the average for large animals, swamp coolers, home food production, etc. We ask that the draft framework include the development of variances and a variance process through a collaborative effort with water industry stakeholders.
- **Recycled Water** (Section 3.1.3.) The recycling and reuse of water is considered an efficient use of supplies and therefore should be removed from the water production calculations for determining compliance with 2025 targets, consistent with SB x7-7 (as is noted on pages 3-2 and 3-3 of this report). This approach will ensure incentives for the continued development of

recycling and potable reuse projects, which are critical to a resilient and sustainable water supply future for California.

Commercial and Industrial Performance Standards

- **Commercial, Industrial, and Institutional (CII) Performance Measures (Section 3.1.3.)** We support the exemption of CII water uses from volumetric targets. We conceptually support the establishment of performance measures for the CII sector but recommend that a CII workgroup with representative members from a broad spectrum of industries be engaged in the establishment of performance measures rather than by dictate in this report. Participation by industry along with water supplier representatives will help ensure Performance Measures are appropriate, effective and result in efficient water use without impairing economic activity. Further, we believe the stakeholder process is essential for achieving long-term support of Conservation as a Way of Life in the CII sector. The development of Performance Measures should build on the CII taskforce report completed in 2013. We also request the language concerning audits be revised to read:

Work with willing CII customers to conduct representative water-use audits or water management plans for CII accounts over a specified size, volume, or percentage threshold or an equivalent measure determined by the CII workgroup.

Water Loss

- **Water Loss Requirements (Sections 2.3.3 and 3.1.3.)** The Draft describes the requirements of SB 555 and the actions planned by DWR, CPUC and the SWRCB in Section 2.3.3, including potential loss standards and enforcement tools. We do not support also including water loss requirements in overall efficiency targets, as doing so creates an unnecessary, redundant and potentially conflicting compliance requirement.
- **Reporting, Compliance Assistance and Enforcement (Section 2.3.4.)** We support submittal of validated water loss audit reports to the California Department of Water Resources (DWR) by October 1, 2017 as is already required by law. However, we do not support the provision to disqualify agencies that do not submit these reports by that date from eligibility for DWR grants and loans.

Implementation and Enforcement

- **Legislative Role In Updates to Water Use Targets (Section 3.1.3.)** Any revisions of the standards and CII performance measures beyond the 2025 compliance period must only be implemented through future legislation. The role of the Legislature in crafting and refining California's water use policies and water use efficiency standards is critical, as is the role of the Legislature in providing agency oversight and accountability.
- **Enforcement Measures (Section 3.1.4.)** The consequences for a water supplier that fails to meet its 2020 water use efficiency standard consist of that water supplier becoming ineligible for

State grant funding. Water Code Section 10608.56 includes additional provisions that condition the imposition of such sanctions. We believe that these sanctions provide adequate incentive for water suppliers to achieve the water use efficiency standards proposed in the Public Review Draft and that any other financial penalties or enforcement processes would be unnecessary and counterproductive.

- Timeline Feasibility (section 4.3.) The EO agencies have proposed a significant number of important tasks to be completed between 2017 and 2018. We request that the state provide additional details on specific timelines and hold a workshop to ensure the schedule is realistic by seeking input from water suppliers regarding the possible impacts/constraints on staff and budget.

Eliminating Water Waste

Section 2.2 Monthly Reporting and Permanent Prohibition of Wasteful Practices

- Existing Authority (Section 2.2.3.) The Public Review Draft notes that the EO agencies plan to implement monthly reporting requirements and permanent water use prohibitions through existing authority. We request that the State provide more detailed information about the specific statutes that provide this authority.
- Stakeholder Input (Section 2.2.3.) A stakeholder workgroup should be formed as part of the rulemaking process to ensure the reports submitted monthly serve a meaningful purpose to the state and public and that the statewide permanent prohibitions are appropriate for communities throughout the state.

Strengthening Local Drought Resilience

Section 3.2 Water Shortage Contingency Plans

- Water Shortage Contingency Plan, Recommendation Updated Contents of the Urban Water Management Plans (Section 3.2.3.) In order to acknowledge the benefit of developing drought resilient, hydrologically independent supplies consistent with the California Water Action Plan, we request that the following be added below 2. *Evaluation Criteria*:
 - e) *Drought resilient, hydrologically independent supplies such as potable reuse, recycled water and desalination are considered fully reliable under all historical drought hydrology and plausible climate change effects.*
- Water Shortage Contingency Plan, Recommendation, Contents of the Water Shortage Contingency Plans (Section 3.2.3.) This section should be clarified to acknowledge that in some cases where water suppliers have in place or may invest in drought resilient, hydrologically independent supplies, these agencies may in fact not experience shortages under drought

Water Suppliers and Associations Comment Letter
December 19, 2016

conditions. In light of this, we recommend the following language be added to 4. *Shortage Levels. Evaluation Criteria:*

- *Water suppliers with a substantial portfolio of drought resilient, hydrologically independent base supplies may not experience shortage conditions due to drought or climate change. Water suppliers with validated, reliable, base water supplies of this type shall only be required in WSCPs to address shortage levels up to the maximum percentage that can be feasibly caused by dry hydrologic conditions.*
- Additional Dry Year Analyses (Section 3.2.3). We do not support the State's proposal to require "one or more <additional> dry years" to be analyzed as part of the annual water budget forecast. We would support an analysis of one additional dry year in the forecast, if conditions require a water supplier to implement its water shortage contingency plan.
- Water Shortage Contingency Plans (page 3-13). It must be made clear that should an agency implement its defined shortage response actions (SRA's) that effectively move the agency out of a shortage condition, then there is no need for the agency to declare an emergency, or be considered to be in an emergency shortage condition by the DWR or SWRCB.
- Drought Planning for Small Water Suppliers and Rural Communities, Current Status (Section 3.3.1.) While SGMA implementation will be important to future water supplies in California, and sustainable groundwater management will be a key element of preparing for and responding to future droughts, we believe the Draft mischaracterizes the authority and responsibility of GSAs relative to Drought Planning for Small Water Suppliers and Rural Communities. We believe that drought planning for specific water systems and assurance of future water supplies is beyond the scope of SGMA, and recommends this reference (p 3-16, second column, lines 5-11) be removed from the document. While GSAs must consider the interests of all water users, they do not have an explicit obligation for water supply reliability to any user.
- Drought Planning for Small Water Suppliers and Rural Communities, Recommendations (Section 3.3.3.) We request that the framework clarify that those small water systems which have already established their own shortage plans should retain the flexibility to maintain the authority to implement their shortage plans and coordinate with their respective water wholesaler or County and not be subject to a new duplicative countywide effort.
- Drought Planning for Small Water Suppliers and Rural Communities, Recommendations (Section 3.3.3.) We support the effort to improve drought planning for small and rural water suppliers but do not recommend adding additional requirements to Groundwater Sustainability Plans without appropriate and necessary stakeholder input. We request the coordination language be revised to read:

5. *Coordination – Work with stakeholders to develop opportunities to coordinate SGMA efforts and drought planning. Evaluate options for reflecting drought planning and responses in Groundwater Sustainability Plans.*

Thank you for the opportunity to comment. We look forward to continued collaboration with staff of the State agencies to develop a framework by the January 2017 deadline that meets the objectives of the EO while preserving local water supplier authority and providing flexibility in implementation.

Sincerely,

Mark Andre
Environmental Services Director
City of Arcata

Steven W. Appel, P.E.
Assistant General Manager
Rubidoux Community Services District

Gary Arant
General Manager
Valley Center Municipal Water District

Jeffrey D Armstrong
General Manager
Rancho California Water District.

Dan Arrighi
Water Resources Manager
San Gabriel Valley Water Company

Michael J. Bardin
General Manager
Santa Fe Irrigation District

Girish Balachandran
General Manager
Riverside Public Utilities

Gurcharan Bawa
Interim General Manager
Pasadena Water & Power

Robert J. Beste
Public Works Director
City of Torrance

Danielle Blacet
Director for Water
California Municipal Utilities Association

Chad Blais
Public Works Director
City of Norco

David Boesch
County Executive Officer
Placer County

David Bolland
Director of State Regulatory Relations
Association of California Water Agencies

Eldon Boone
General Manager
Vista Irrigation District

Jerry Brown
General Manager
Contra Costa Water District

Roger E. Bütow
Executive Director
Clean Water Now

Norma J. Camacho
Interim Chief Executive Officer
Santa Clara Valley Water District

Grant Davis
General Manager
Sonoma County Water Agency

Allen Carlisle
CEO/General Manager
Padre Dam Municipal Water District

Jill Duerig
General Manager
Zone 7 Water Agency

Wendy Chambers
General Manager
Carlsbad Municipal Water District

Keith Durkin
Interim General Manager
San Juan Water District

Steve Cole
General Manager
Newhall County Water District

David Eggerton
General Manager
Calaveras County Water District

Paul Cook
General Manager
Irvine Ranch Water District

Joy Eldredge
Water General Manager
City of Napa

Todd M. Corbin
General Manager
Jurupa Community Services District

Terry Erlewine
General Manager
State Water Contractors

David Coxey
General Manager
Bella Vista Water District

Shana Epstein
General Manager
Ventura Water

Brian Crane
Public Works Director
City of Redding

Thomas Esqueda
Director of Public Utilities
City of Fresno

Doug Culbert
Utilities Director
City of Fortuna

Ralph Felix
General Manager
Rio Linda/Elverta CWD

Thomas D. Cumpston
Acting General Manager
El Dorado Irrigation District

Daniel R. Feron
General Manager
Santa Margarita Water District

Chris DeGabriele
General Manager
North Marin Water District

Christopher J. Garner
General Manager
Long Beach Water Department

**Water Suppliers and Associations Comment Letter
December 19, 2016**

**Brian Gerving
Public Works Director
City of Eureka**

**Toby Goddard
Administrative Services Manager
Santa Cruz Water Department**

**Stan Gryczko
Assistant Public Works Director/Operations
City of Davis**

**Miguel Guerrero
Director of Water Utility
City of San Bernardino Municipal Water
Department**

**Thomas J. Haglund
General Manager
Tuolumne Utilities District**

**Richard Hansen
General Manager
Three Valleys Municipal Water District**

**Jennifer Hanson
Public Services Director
City of Lincoln**

**Piret Harmon
General Manager
Scotts Valley Water District**

**Jack Hawks
Executive Director
California Water Association**

**Patrick Hayes
General Manager
Mammoth Community Water District**

**Paul Helliker
General Manager
Humboldt Bay Municipal Water District**

**Robert R. Hill
General Manager
El Toro Water District**

**David Hull
General Manager
Humboldt Community Services District**

**Kevin Hunt
General Manager
Central Basin Municipal Water District**

**Robert J. Hunter
General Manager
Municipal Water District of Orange County**

**Nina Jazmadarian
General Manager
Foothill Municipal Water District**

**Paul Jones
General Manager
Eastern Municipal Water District**

**Paul Kelley
Executive Director
CalDesal**

**Jeffrey Kightlinger
General Manager
Metropolitan Water District of Southern
California**

**Mark N. Kinsey
General Manager
Monte Vista Water District**

**Lisa Koehn
Assistant Public Utilities Director
City of Clovis**

**David X. Kolk, Ph.D.
Utilities Director
City of Colton**

Mark S. Krause
General Manager
Desert Water Agency

Tom Moody
Assistant General Manager
City of Corona

Diana Langley
Public Works Director
City of Yuba City

Dan Muelrath
General Manager
Valley of the Moon Water District

Donna Leatherman
District Manager
Calaveras Public Utilities District

Susan B. Mulligan
General Manager
Calleguas Municipal Water District

Carlos Lugo
General Manager
Helix Water District

Gregory P. Orsini
General Manager
McKinleyville Community Services District

Mark Madison
General Manager
Elk Grove Water District

Kenneth V. Payne, P.E.
Interim General Manager
El Dorado County Water Agency

Einar Maisch
General Manager
Placer County Water Agency

David W. Pedersen
General Manager
Las Virgenes Municipal Water District

Gene Mancebo
General Manager
Amador Water Agency

Craig L. Pedro
Administrative Officer
Tuolumne County

Marc Marcantonio
General Manager
Yorba Linda Water District

James Peifer
Policy and Legislation Manager
City of Sacramento, Department of Utilities

Michael R. Markus
General Manager
Orange County Water District

Michael L. Peterson
Agency Engineer
Sacramento County Water Agency

Daniel McIntyre
General Manager
Dublin San Ramon Services District

Carrie Pollard
SCWA Principal Program Specialist
Sonoma-Marin Saving Water Partnership

Greg Meyer
Public Works Director
City of Woodland

Halla Razak, P.E.
Department Director
City of San Diego Public Utilities

Linda Reed
Interim Director
Santa Rosa Water

Felix Riesenber
Assistant Public Works Director/Utilities
City of Fairfield

Steven R. Ritchie
Assistant General Manager, Water Enterprise
San Francisco Public Utilities Commission

Robert Roscoe
General Manager
Sacramento Suburban Water District

John V. Rossi
General Manager
Western Municipal Water District

Brett Sanders
General Manager
Lakeside Water District

Dan St. John
Director of Public Works & Utilities
City of Petaluma

Nicole Sandkulla
Chief Executive Officer/General Manager
Bay Area Water Supply and Conservation
Agency

Roland Sanford
General Manager
Solano County Water Agency

Carol Scianna
Environmental Services Manager
City of Winters

Nicholas Schneider
Water Conservation Manager
Mojave Water Agency

Robert Shaver
General Manager
Alameda County Water District

Paul E. Shoenberger, PE
General Manager
Mesa Water District.

James L. Smyth
General Manager
Sweetwater Authority

Richard Solbrig
General Manager
South Tahoe Public Utility District

Tony Stafford
General Manager
Camrosa Water District

Maureen A. Stapleton
General Manager
San Diego County Water Authority

Harry O. Starkey
General Manager
West Kern Water District

David J. Stoldt
General Manager
Monterey Peninsula Water Management
District

Hilary Straus
General Manager
Citrus Heights Water District

Darlene Thiel
General Manager
Rancho Murrieta Community Services District

Greg Thomas
General Manager
Rincon del Diablo Municipal Water District

Kimberly A. Thorner
General Manager
Olivenhain Municipal Water District

Steve Wickstrum
General Manager
Casitas Municipal Water District

Tom Trott, P.E.
General Manager
Twain Harte Community Services District

Donald M. Zdeba
General Manager
Indian Wells Valley Water District

John D. Vega
General Manager
Elsinore Valley Municipal Water District

Joseph B. Zoba
General Manager
Yucaipa Valley Water District

Walt Ward
Water Resources Manager
Stanislaus County

Martin E. Zvirbulis
General Manager/CEO
Cucamonga Valley Water District

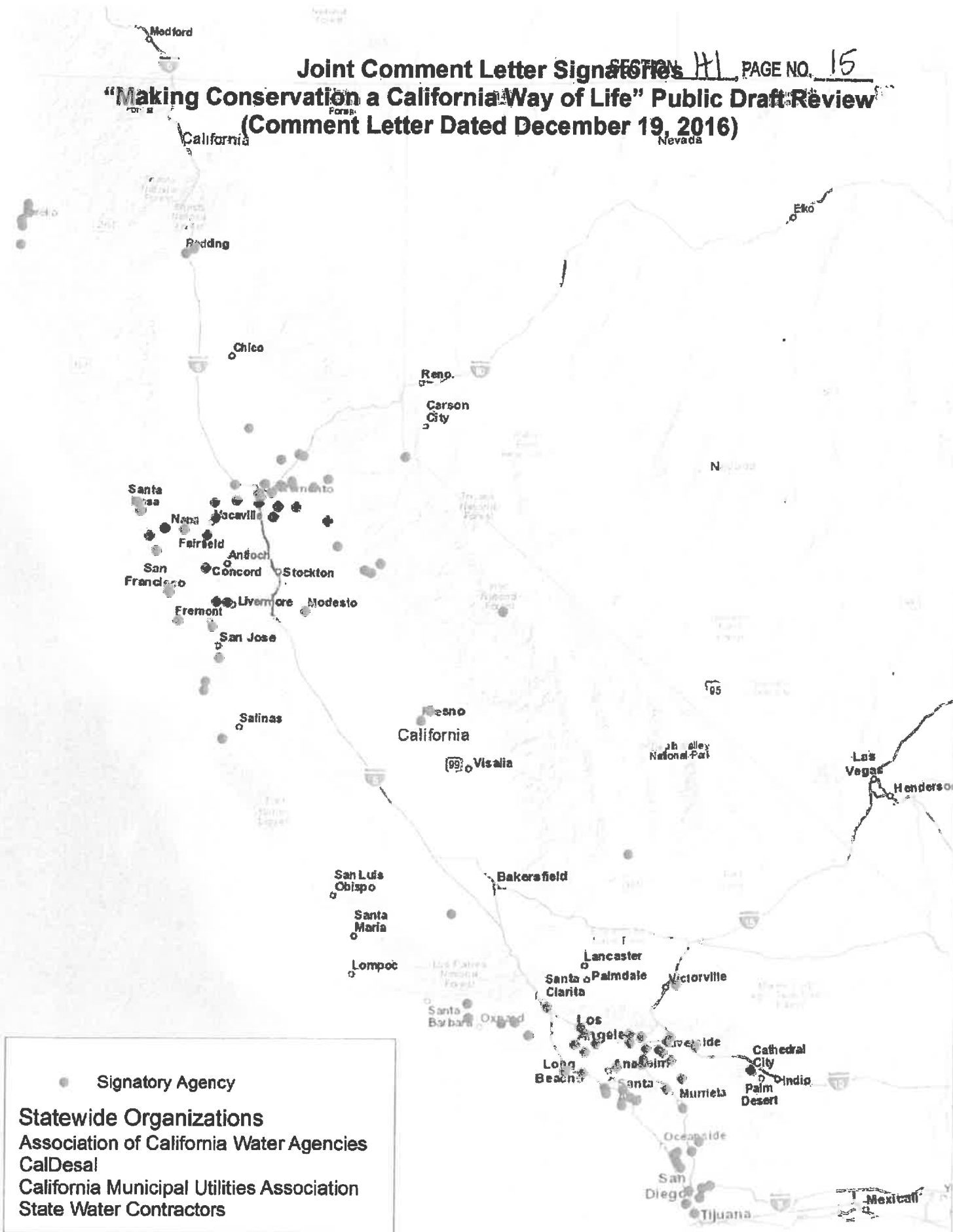
John Woodling
Executive Director
Regional Water Authority

Marcus Yasutake
Environmental and Water Resources Director
City of Folsom

cc:

The Honorable Frances Spivy-Weber, Vice Chair, State Water Resources Control Board
The Honorable Dorene D'Adamo, Member, State Water Resources Control Board
The Honorable Steven Moore, Member, State Water Resources Control Board
The Honorable Tam Doduc, Member, State Water Resources Control Board
Ms. Kim Craig, Deputy Cabinet Secretary, Office of Governor Edmund G. Brown Jr.
Mr. Tom Howard, Executive Director, State Water Resources Control Board
Mr. Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board
Mr. Gary B. Bardini, Deputy Director, Integrated Water Management, Department of Water Resources
Mr. Kamyar Guivetchi, Manager, Statewide Integrated Water Management, Department of Water Resources

"Making Conservation a California Way of Life" Public Draft Review
(Comment Letter Dated December 19, 2016)



January 12, 2017

Honorable Jerry Brown, Governor
State of California
State Capitol
Sacramento, CA 95814

Dear Governor Brown:

I am writing on behalf of the Board of Directors of the Humboldt Bay Municipal Water District, the water supply provider for over 80,000 residents of Humboldt County. We serve seven retail agency customers – the Cities of Arcata, Blue Lake and Eureka and the following community services districts: Fieldbrook-Glendale, Humboldt, Manila and McKinleyville.

Our water supply comes from the Mad River, on which we operate Ruth Reservoir. This reservoir has filled completely every year during the past five years. It filled again in November, 2015, which is the earliest it has filled for the past ten years. Additionally, rainfall in the Humboldt Bay area was 125% of average in water year 2015-16, and so far this water year, is 164% of average.

In the Sacramento Valley, where the State's major urban water supply reservoirs are located, Shasta, Oroville and Folsom Reservoirs are all above normal storage levels for this time of year, and flood control releases are currently underway throughout the Valley. This water year is the wettest on record, with precipitation currently running 182% of normal in the Sacramento Valley, and snowpack at 103% of average statewide. Precipitation levels are greater than average in Central and Southern California, as well.

With the wetter than normal conditions in the Sacramento Valley beginning in 2015, the State was no longer experiencing a statewide drought emergency. These conditions have improved even further this year, as drought conditions no longer exist in any part of the state. In fact, many rivers in the State are now in flood condition.

For the past two years, we have repeatedly presented information to the State Water Resources Control Board and other agencies in your Administration that shows that Northern California has not been experiencing a drought. We now call on you to rescind your emergency proclamation of drought conditions, contained most recently in Executive Order B-37-16, in recognition of the extremely wet conditions statewide that California is experiencing this water year.

Sincerely,

Barbara Hecathorn
President

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors

From: Paul Helliker

Date: January 12, 2017

Subject: Water Resource Planning (WRP) – Status Report and Possible Action

.....

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

The Harbor District is pursuing a project to locate a data center at the former mill site. A data center could require significant water supplies for cooling. The center would be connected to the fiber optic cable runs being planned from Redding to Eureka and across the Pacific from Asia. California has no undersea fiber optic connections to Asia, due in part to the difficulty of dealing with Coastal Act limitations implemented by the Coastal Commission. The outfall structure would allow for a terrestrial landing without requiring approval of a new facility in the coastal zone. The data center would require a waiver of Coastal Dependent Industrial zoning limitations.

b) Transport

No activity transpired on this front in December.

c) Instream Flow Dedication

We are currently developing a schedule and a workplan for revising the diversion rights at Essex to implement a dedication of an annual average of 20 million gallons per day of water to instream flow. This flow has not been diverted at Essex since the late 1990's.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors

From: Paul Helliker

Date: December 8, 2016

Subject: Modifications to Ordinance 16

.....

As discussed in recent Board meetings, we are proposing to modify Ordinance 16, to address various issues, such as the closure of the Sierra Pacific mill in Manila and the impact on their revenues, the limitation in capital expenditures by HBMWD and update of sections that are out of date. The changes are presented in the attached changes, which are highlighted in yellow, with existing language in strikeout format. Only sections that are proposed to be amended are provided and they are:

Title – add a line to note amendments in 2017

Section 4.1 – add a sentence to note that the current cost allocation is 100% to municipal customers

Section 7.2.2.2 – revise the schedule for the quintennial revision of the Peak Rate Allocation to commence again on July 1, 2017 (to address revenue changes in 2016 in the Manila Community Services District)

Section 7.2.5 – replace the current limit on capital expenditures with a quintennial Capital Improvement Plan update process

Section 18 – revise the effective date of the ordinance, to reflect the new revisions

**Humboldt Bay Municipal Water District
Ordinance 16
as Amended June 2006
as Amended January 2017**

**Establishing Rates, Charges and Conditions of Service
For
Water Sales To Municipal Water Customers**

BE IT ORDAINED, by the Board of Directors of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT (hereinafter HBMWD), as follows:

- 1. Definitions** – as used in this Ordinance, the following terms shall have the following meanings unless the context clearly otherwise requires:
 - 1.1. A/B Bond Taxes** – taxes received by HBMWD pursuant to a levy allowed in accordance with the Series A and B general obligation bonds authorized by voters within HBMWD in 1956.
 - 1.2. Average Daily Water Use** – the average daily use, expressed in million gallons per day (MGD), in any given calendar year, as calculated from data recorded by HBMWD's meters and data collection system totalizers. The number for the most recent calendar year shall be calculated, by HBMWD, by January 30 of the subsequent calendar year. The number shall be obtained by dividing the total amount of water used by a given Customer in the calendar year by the total number of days in that same calendar year.
 - 1.3. Base Water Facilities (BWF)** -- all HBMWD wells, diversion facilities, dams, pumping facilities, storage tanks, or water transmission and distribution facilities; all electrical, radio, electronic, computer and control (SCADA) systems; and any related appurtenances existing as of June 30, 1999.
 - 1.4. Drinking Water Filtration Plant (DWFP)** – the water filtration facility as designed to meet the State's water quality mandate as it exists on the effective date of this Ordinance.
 - 1.5. Drinking Water Treatment Facilities (DWTF)** -- all facilities and appurtenances relating to the treatment of water for potable use. Specifically, this includes the new State required DWFP and the existing disinfecting system.
 - 1.6. General Reserves** – those moneys set aside by HBMWD's Board of Directors in any fund (e.g. general fund, general reserve, contingency reserve), regardless of the type or purpose of such fund, but exclusive of:

maintenance, repair and replacement of Base Water Facilities and the Drinking Water Treatment Facilities - including the new DWFP.

- 3.1. The sections of this Ordinance 16 relating to Industrial Water Customers or Industrial Water Facilities are included only to define the initial proration of the BWF costs and Revenue Credits between the Industrial Water Customers and Municipal Water Customers. Once derived, the proration of the costs and Revenue Credits allocated to the Industrial Water Customers will be determined from time to time via contract with those Industrial Water Customers.
- 3.2. The Price Factors outlined in Section 7 and the Revenue Credits described in Section 8 will be applied to those costs and credits allocated to the Municipal Water Customers. The Price Factor amounts charged to any one Municipal Water Customer will contain a fair share portion of the costs of operation, maintenance, repair and replacement of the Base Water Facilities; and, a fair share portion of the costs of construction, operation, maintenance, repair and replacement of the Drinking Water Treatment Facilities. The Revenue Credits are also prorated to assure a fair distribution. Attachment 1 of this Ordinance presents a summary of how the Industrial/Municipal cost allocation, Price Factors and Revenue Credits work.
- 3.3. The costs of operating, maintaining, repairing and replacing HBMWD's retail water system are included in the overall Industrial/Municipal cost structure outlined herein. HBMWD's retail customers pay rates that assure recovery of all such costs. The revenues collected from retail customers are credited to the Municipal Water Customers in accordance with the provisions of Section 8 (Revenue Credits) herein. Industrial Water Customers are credited via contract using the same principles. This approach assures that Industrial Water Customers and Municipal Water Customers do not subsidize the retail system.

4. Base Water Facility Cost Proration

- 4.1. The costs of operating (excluding power for pumping), maintaining, repairing and replacing HBMWD's Base Water Facilities; and, maintaining reasonable reserves therefor, have been apportioned, by HBMWD, between the Industrial Water System and Municipal Water System (see Section 3) using a commodity/demand type of methodology. Costs were allocated on the basis of historical use or intent, peak demand or average use depending on the specific cost element being prorated. The resulting allocation at July 1, 1999 is established at 63% for the Industrial Water System and 37% for the Municipal Water System. HBMWD will review this proration prior to the beginning of every fifth fiscal year starting with the fiscal year which marks the fifth anniversary of the adoption of this Ordinance 16; and, in consultation with all Municipal Water Customers and Industrial Water Customers, HBMWD will adjust the percentage allocation to reflect then current conditions. The resulting allocation at

July 1, 2004, following the first review at the fifth fiscal year, is established at 45% for the Industrial Water System and 55% for the Municipal Water System. Due to the lack of industrial customers, the allocation at July 1, 2017 is established at 100% Municipal Water System.

- 4.2. The prorated share for the Municipal Water System, derived via this percentage allocation, will be further divided among all Municipal Water Customers using Price Factors 2 and 4, described in Section 7.
- 4.3. The prorated share for the Industrial Water System, derived via this percentage allocation, will be further divided among all Industrial Water Customers via contract.

5. Drinking Water Treatment Facilities Cost Proration – The costs of constructing, operating, maintaining, repairing and replacing HBMWD's DWTF; and, maintaining reasonable reserves therefor, will be allocated only to Municipal Water Customers via the Price Factors 1, 2, and 4 outlined in Section 7.

6. Pumping Power – The costs of power for pumping water will be apportioned, by HBMWD, between the Industrial Water System and the Municipal Water System based on metered electrical use at HBMWD's pumping facility. The Industrial Water Customers shall pay the portion of HBMWD's actual monthly electricity costs to pump water into the Industrial Water System. The Municipal Water Customers shall pay the portion of HBMWD's actual monthly electricity costs to pump water into the Municipal Water System. The resulting allocation of the MWC pumping power costs shall be distributed to individual MWC's via Price Factor 3 outlined in Section 7.

7. Price Factors

7.1. Price Factor 1 (DWFP Debt Service)

- 7.1.1. Each Municipal Water Customer shall pay HBMWD, each year, a proportionate share of the payments of principal and interest (if any) on the SRF loan used to construct the DWFP.
- 7.1.2. Such proportionate share shall be determined by multiplying the annual payment required by a fraction, the numerator of which is a specific MWC's Moving Five-Year Average water use, and the denominator of which is the sum of the Moving Five-Year Average water use of all MWC's. HBMWD will bill each MWC 1/12th of their Price Factor 1 charges each month.
- 7.1.3. SRF loans require the establishment and maintenance of a reserve equal to one year's debt service. HBMWD will fund this SRF Reserve in accordance with the provisions of Section 7.1.6 (DWFP Reserve). HBMWD will use any amount remaining in the SRF Reserve to pay

7.1.6.4. Any remaining principal and interest in the DWFP Reserve shall be used to proportionally reduce the obligations each MWC will otherwise bear under Price Factor 1. The timing of such reduction shall be determined by HBMWD.

7.2. Price Factor 2 (Operations/Maintenance/Capital Costs)

7.2.1. Each Municipal Water Customer shall pay a proportionate share of the monthly net operating, maintenance and capital costs obligated or paid for the Base Water Facilities. The Municipal Water Customers' share of Base Water Facility costs shall be as determined in Section 4. Net costs for the Base Water Facility means the operating, maintenance and capital costs minus applicable Revenue Credits as outlined in Section 8. Additionally, each Municipal Water Customer shall pay a proportionate share of the monthly operating, maintenance, repair, replacement and capital costs obligated or paid for the Drinking Water Treatment Facilities.

7.2.2. Each Municipal Water Customer shall pay a proportionate share of the monthly net operating, maintenance and capital costs obligated or paid for the Base Water Facilities. The proportionate share of the BWF for each MWC, shall be determined by a fraction, the numerator of which is the customer's Peak Rate Allocation, and the denominator of which is the sum of the Peak Rate Allocation of all MWC's.

7.2.2.1. Effective July 1, 2006, each MWC's Peak Rate Allocation shall be established as reflected in Attachment 2.

7.2.2.2. The proportionate share of the BWF that each MWC pays may be adjusted periodically as set forth herein. The Peak Rate Allocation shall be reviewed, and may be adjusted by HBMWD, effective July 1, 2009~~17~~, and subsequently every fifth anniversary thereafter (e.g. July 1, 2014~~22~~). Such review shall be done in consultation with the MWCs. Any adjustment to a MWC's Peak Rate Allocation shall be determined by HBMWD based one of the following conditions: 1) a request by a MWC to increase its Peak Rate Allocation to accommodate increased peak water use due to a new customer and/or actual or planned growth, or 2) a request by a MWC to decrease its Peak Rate Allocation to accommodate reductions in peak water use due to the addition of a water storage reservoir or implementation of water conservation measures. HBMWD reserves the right to deny a request for an increase in a MWC's Peak Rate Allocation if HBMWD no longer has capacity to deliver the requested increase.

7.2.2.3. In addition, at the beginning of any fiscal year, HBMWD may increase the Peak Rate Allocation of a MWC if that MWC has understated its required Peak Rate Allocation, based on

recorded historical peak daily use. Such adjustment may only be done after consultation with the affected MWC.

7.2.3. Each Municipal Water Customer shall also pay a proportionate share of the monthly operating, maintenance, repair, replacement and capital costs obligated or paid for the Drinking Water Treatment Facilities. The proportionate shares of Drinking Water Treatment Facilities costs shall be determined by a fraction, the numerator of which is a specific MWC's Moving Five-Year Average water use, and the denominator of which is the sum of the Moving Five-Year Average water use of all MWC's.

7.2.4. In order to avoid monthly fluctuations in Price Factor 2 charges, HBMWD will bill/credit MWC's, each month, 1/12th of Price Factor 2 related costs/Revenue Credits as reflected in the budget adopted for any given fiscal year. Within 90 days of the end of the fiscal year, HBMWD will calculate the actual Price Factor 2 costs/Revenue Credits for that fiscal year. If actual Price Factor 2 charges are higher than the total of the flat monthly billings, the excess charges will be added, in even monthly installments, as a surcharge to the following fiscal year's Price Factor 2 charges. If actual Price Factor 2 charges are less than what was billed throughout the fiscal year, a refund credit, in even monthly installments, will be added to the following fiscal year's Revenue Credits.

7.2.5. ~~The maximum aggregate amount of capital costs that can be charged, to IWC's and MWC's in any given fiscal year under this Price Factor 2 is 2% of the undepreciated property, plant and equipment value shown in HBMWD's annual audit.~~ HBMWD will update its Capital Improvement Plan every five years, beginning in 2017. HBMWD will provide a draft of the updated plan to the MWC's by January 15, for their review and comment. HBMWD will provide the final update of its Plan to MWC's no later than February 28, for their use in budget planning and analysis and updates of water rates.

7.2.6. Individual capital projects estimated to cost more than \$200,000 may be charged out in increments under this provision up to three years in advance of the project – even though no actual charges are obligated or paid. Before any such advance charges are levied, the projects must be included in HBMWD's capital improvement plan and have Board approval for implementation. Funds collected in this manner will be held and accounted for in a separate reserve, and any interest earned will be applied toward the specific project for which the funds were collected. In the event a project, for which money has been collected, is cancelled; those funds – including interest – will be refunded, on the same basis as they were charged, within 90 days of the end of the fiscal year in which the project was cancelled.

16.4. Attachments 1, 2, 3 and 4 to this Ordinance 16 are incorporated herein by reference.

16.5. Nothing contained in this Ordinance, or in any contract executed pursuant to this Ordinance, shall limit HBMWD's authority under Water Code section 350 et. seq. to adopt equitable regulations and restrictions to conserve water during a drought or other water shortage emergency.

17. **Severability** – If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance, provided however that the Board of Directors of HBMWD may amend this Ordinance to correct such invalidity if such action can be taken without materially impairing the rights of any parties to contracts executed pursuant to it, and provided further that said Board may rescind this Ordinance if, in the judgment of the Board, the court decision of partial invalidity renders it impossible or impractical to enforce any of the remaining material terms of this Ordinance.

18. **Effective Date of Ordinance** – This revised Ordinance 16 shall become effective as of July 1, 2006~~17~~ or after adoption by the HBMWD Board of Directors, whichever occurs later.

New Business

To: Board of Directors
From: Sherrie Sobol
Date: January 5, 2017
Subject: Appointment of Officers and Committee Members

At the January Board meeting, the election/appointment of officers and committee members occurs. The following is a summary of required and discretionary actions that are on the agenda for your January 12th meeting.

a. Election/Appointment of Officers

Attached for your information is Section 5 of the Board's Governance manual that addresses the internal organization of the District (These requirements were taken from the pertinent sections of the California Water Code).

1. President - The Board must elect from its members a President in January of odd-numbered years. Since this is an odd-numbered year, an election is required.
2. Vice-President – You may elect a Vice-President at any meeting. If the President is absent or unable to act, the Vice-President would exercise the powers of the President.
3. Appointment of Other Officers – The Board may appoint other officers at any time.

b. Appointment of Committee Members

Attached for your information is Appendix E of your Governance manual that lists the officer and committee assignments as they existed last year, as well as the committee charters. Each is briefly discussed below.

1. Other Appointments:

- ACWA Region 1 –no Director is currently on the Board
- ACWA-JPIA Board – Director Rupp is currently on the Board and Director Hecathorn and General Manager Helliker are the alternates.
- JPIA Employee Benefits Committee- Director Rupp is on the Committee.
- JPIA Finance Committee- Director Rupp is on the Committee
- RCEA Board – Director Woo is on the Board and Director Hecathorn is the alternate.
- RREDC Board – Director Rupp is on the Board and Director Hecathorn is the alternate.

2. Appointments by Others:

- LAFCO – This is an elected position no Board members are on the commission.
- ACWA-JPIA Executive Committee- Director Rupp was elected to the committee.

- Eureka Oversight Committee – Director Rupp is serving on the Committee. The Committee has or will soon be completing its work and will be dissolved.

3. 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.
- 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. 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 Laird is currently serving as the alternate Board representative.
- 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 Laird 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 Hecathorn are on the committee.
- 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.

Section 5 Internal Organization – Officers 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 - Appointment of officers

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 advisor

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

Section 5.8 – 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)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT**Officers and Committee Assignments**SECTION FI, PAGE NO. 4

Officers of the District	Incumbent/Member	Term
President	Barbara Hecathorn	Until new appointment by Board
Vice President	Aldaron Laird	Until new appointment by Board
Secretary-Treasurer	J. Bruce Rupp	Until new appointment by Board
Assistant Secretary Treasurer	Sheri Woo	Until new appointment by Board
General Manager	Paul Helliker	Until new appointment by Board
Attorney	Paul Brisso and Russ Gans of Mitchell, Brisso, Delaney & Vrieze	Until new appointment by Board
Auditor	R.J. Ricciardi, Inc.	Until new appointment by Board
Other Assignments/Appointments		
ACWA Region 1 Board Member	NA	NA
ACWA-JPIA Board Member	J. Bruce Rupp (regular) Paul Helliker (alternate) Barbara Hecathorn (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	J. Bruce Rupp (regular) Barbara Hecathorn (alternate)	Until new appointment by Board
RCEA Board Member	Sheri Woo (regular) Barbara Hecathorn (alternate)	Until new appointment by Board
Committee Assignments (Charters Attached)		
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** SECTION II, PAGE NO. 5

Committee Assignments (Con't) (Charters Attached)		
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) HBMWD Members: President Barbara Hecathorn and GM Alternate: Aldaron Laird	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	Barbara Hecathorn and J. Bruce Rupp	Until new appointment
Committee to Support Consideration of an Instream Flow Dedication in the Mad River	Sheri Woo and Aldaron Laird	Until new appointment
Board Policy & Evaluations Committee	President and J. Bruce Rupp	Until new appointment
District Website Social Media Ad-Hoc Committee	Sheri Woo and TBD	Until new appointment
Education and Outreach Committee	TBD	Until new appointment

INACTIVE COMMITTEES
Charters attached

Committee	Prior Members	Status
Ad Hoc Committee for Negotiating Wholesale Contracts	Barbara Hecathorn Bruce Rupp	Inactive Committee
Joint Agency Aquatic Invasive Species Committee	Barbara Hecathorn Aldaron Laird	Inactive Committee
Agenda Review Committee	Board President & Secretary/Treasurer	Inactive Committee

Capital Improvement Plan-possible approval of changes and purchases

The above item was not completed in time to be included in the Board Packet. It will be distributed at the meeting.

To: Board of Directors
From: John Friedenbach
Date: January 5, 2017
Subject: Updated Position Description – Electrician and Instrument Technician

As you are aware, Lee Dedini will be retiring during 2017. As approved in the current budget, there will be an overlap period to provide training of Lee's replacement. So, staff is initiating the search process now.

Attached is a draft updated position description for the Electrician and Instrument Technician position. The changes are noted in red. These changes more accurately reflect the duties of the Electrician and Instrument Technician.

Recommendation:

Staff recommends approval of the updated job description to more accurately reflect the current duties assigned.

Humboldt Bay Municipal Water District**ELECTRICIAN and INSTRUMENT TECHNICIAN****GENERAL PURPOSE**

Under general supervision, installs, maintains, troubleshoots, repairs, adjusts, and calibrates a variety of electrical, electronic, and electro-mechanical equipment including millivolt systems through high voltage distribution systems, SCADA system equipment, PLC ladder logic programming, wireless communications systems, hydroelectric power generation equipment, water pumps, cranes, and telemetry systems; and performs other related duties as required.

ESSENTIAL FUNCTIONS AND DUTIES

1. Installs electrical circuits, relays, switch gear, wiring, electronic alarms, and telemetering equipment used in the operation and monitoring of high voltage distribution systems, hydroelectric power generation plant, water pumps, cranes, and telemetry systems.
2. Troubleshoots, repairs, and calibrates water treatment instrumentation, testing, and monitoring devices.
3. Troubleshoots, programs, and repairs automated control devices; repairs, adjusts, and replaces electrical relays.
4. Troubleshoots, repairs, rebuilds, and adjusts electrical and mechanical parts of pumps, motors, and pressure control valves.
5. Tests and repairs cathodic protection systems.
6. Performs testing, maintenance, and repair on metering and recording instruments, control apparatus, data logging and display equipment, communications and telemetering systems, and laboratory equipment; performs specialized maintenance and repair on two-way FM base radio stations, repeaters, mobile stations, portable and telemetry stations, antennas, and intercom systems.
7. Installs, maintains, repairs, and modifies office and shop electrical systems in District office and shop facilities.
8. Maintains, troubleshoots the District's SCADA system, sensors, communications devices, PLCs, etc.
9. Collaborates with others and performs PLC ladder logic programming, using Allen Bradley equipment and Rockwell Automation software.
- 7-10. Installs, maintains, and troubleshoots wireless radio communications systems.
- 8-11. Oversees the work of helpers assisting in repairs with repairs.
- 9-12. May order parts, materials, and supplies required for electrical and other repairs.
- 10-13. Reads and interprets manuals, blueprints, and schematic drawings; maintains records and reports of work performed; prepares schematic drawings and updates blueprints to reflect as-built conditions.

REQUIRED KNOWLEDGE, SKILLS, and ABILITIES

- Principles and practices of electrical and electronic repair and maintenance.
- Repair, maintenance, and operational adjustment procedures for water pumping, distribution, and treatment plant equipment.

- Methods, materials, tools, and testing equipment used in the installation, maintenance, calibration, and repair of electrical and electronic equipment.
- Measuring, monitoring, and calibration devices used in electrical, mechanical, instrumentation, and relay troubleshooting and repair.
- Repair and calibration of instrumentation and relays.
- Maintenance and repair of electrical generation equipment, and high voltage (12,000 volt) transmission system
- Experience with operation, maintenance, and troubleshooting of Supervisory Control and Data Acquisition Systems.
- Experience with the programming of PLCs and HMIs and the associated programming software such as Rockwell Automation's Studio 5000, RSview32, Factory Talk, Logix500, and ControlLogix5000.
- Experience with wired and wireless telemetry technologies and the troubleshooting and maintenance methods employed with them.
- Experience with project development, specification and interconnection CAD work associated with the implementation of new equipment and/or control technologies.
- Safety laws, regulations, and rules relating to electrical system and electronic maintenance and repair work. Safe work practices including necessary electrical clearances and lockout/tagout procedures.
- Operation of computers, automated equipment and standard applications software
- Cooperative working relationships. Teamwork to effectively solve practical problems, and coordinate work among a small, close-knit workforce.

TRAINING AND EXPERIENCE:

Any combination of training and experience that provides the required knowledge and abilities is qualifying. A typical way to obtain the requisite knowledge and abilities would be:

- High school diploma or GED
- Community College, technical or other course work relevant for this position beneficial
- Three-to-five years of journey-level experience in electrical and electronic construction, repair and maintenance, preferably with some direct experience at a water or wastewater treatment plant, hydro-electric plant, or similar facilities. Completion of a formal apprenticeship or its equivalent in the electrical, electronics, or instrumentation fields are highly desirable.
- Grade II Treatment and/or Distribution certificates

SPECIAL REQUIREMENTS

1. Must possess the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Job incumbents must maintain a driving record acceptable to the District and its insurance carrier. Compliance with these requirements and established District vehicle operation standards are a condition of continuing employment.
2. May work odd shifts, weekends, or holidays and perform standby duties as assigned. Must be available to respond to emergencies which affect the District such as earthquakes, power outages, pipeline breaks, high water events, and chlorine leaks.
3. Must be clean-shaven in order to wear respiratory protection or other safety equipment. Must be able to participate in confined space operations.

4. Must possess and maintain a Grade II Water Treatment Operator's Certificate and a Grade II Water Distribution Certificate pursuant to State drinking water regulations. If an incumbent does not initially possess this level of certification, the District will allow a period of time for the incumbent to obtain the required certifications. Job incumbents must also meet the State's continuing education requirements to maintain certifications. Compliance with the State certification requirements is a condition of continuing employment.
5. Must acquire basic American Red Cross First Aid/CPR certificates during the initial year of employment.

ESSENTIAL PHYSICAL ABILITIES

Persons selected for appointment to this position must pass a pre-employment medical examination which the District pays for. Because this position is considered "safety sensitive" in nature, the person selected for appointment to this position must pass a pre-employment drug screening which the District also pays for. The medical examination and drug screening is intended to evaluate the applicant's ability to meet the physical and health requirements for this classification.

A person employed in this position must be able to:

- a) sit for extended periods of time;
- b) operate a desktop computer;
- c) operate motor vehicles and other equipment;
- d) operate a variety of hand and electric tools;
- e) perform a variety of physical activities which may involve reaching, bending, squatting, kneeling, crouching, crawling, and climbing, and also manual dexterity;
- f) perform additional physical activities to position or move tools, equipment, and supplies which may involve lifting, and pushing or pulling motions;
- g) wear a respirator and other personal protective equipment;
- h) understand and carry out oral and written directions;
- i) communicate well with others, verbally and in writing;
- j) work cooperatively and get along well with other people;
- k) investigate and solve complex problems which involves ability to perform visual inspections, ability to hear normal versus abnormal noises, ability to view and respond to operational control screens including alarms, and ability to think critically;
- l) -read and understand complex electrical diagrams and communicate electrical processes contained in such diagrams;
- k)m) Draw rudimentary electronic diagrams and communicate electrical processes contained in such diagrams.

Resolution No. 2017-02**Resolution of the Humboldt Bay Municipal Water District Board of Directors for the Quagga/Zebra Mussel Infestation Prevention Fee Grant Program Application and Funding Agreement 2016-17**

WHEREAS, prior to the State of California Parks and Recreation, Division of Boating and Waterways approving an Application and executing a Funding Agreement, the Humboldt Bay Municipal Water District (HBMWD) Board of Directors is required to pass a resolution authorizing a designated representative to execute said Application, Funding Agreement, amendments, and certifications, designating a representative to approve claims for reimbursement, designating a representative to sign the Funding Request and Project Status, designating a representative to sign Project Completion Certification, and designating a representative to sign the Contractor's Release Form; and

WHEREAS, HBMWD and its implementing agency Ruth Lake CSD, have the authority to construct, operate, and maintain the Ruth Lake Marina and boat launches; and make an application to the State of California Parks and Recreation, Division of Boating and Waterways for grant funding in the amount of \$63,500 under the Harbors and Watercraft Revolving Fund for the Quagga and Zebra Mussel Infestation Prevention Grant Program 2016-17; and

WHEREAS, the HBMWD desires to enhance, modify or rebuild facilities and supplies restricting lake access as outlined in the existing Prevention Plan for Quagga and Zebra Mussels at Ruth Lake; and

WHEREAS, by the HBMWD accepted application the HBMWD will adopt a project budget totaling \$63,500; and

WHEREAS, by the HBMWD that, pursuant and subject to all of the terms and provisions of the Harbors and Watercraft Revolving Fund program, application be made to the State of California Parks and Recreation, Division of Boating and Waterways for funding.

NOW, THEREFORE, BE IT RESOLVED the General Manager, and the Business Manager, of the HBMWD are hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the State of California Parks and Recreation, Division of Boating and Waterways;

BE IT FURTHER RESOLVED, that General Manager and Business Manager are hereby authorized to sign the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program Funding Agreement and any amendments thereto; and

BE IT FURTHER RESOLVED, that the General Manager and Business Manager are hereby authorized to approve Claims for Reimbursement under the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program; and

BE IT FURTHER RESOLVED, that the General Manager and Business Manager are hereby authorized to execute the Budget and Expenditure Summary for the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program; and

BE IT FURTHER RESOLVED, that the General Manager and Business Manager are hereby authorized to sign the Contractor's Release Form for the State of California Parks and Recreation, Division of Boating and Waterways, Harbors and Watercraft Revolving Fund program; and

BE IT FURTHER RESOLVED, that the General Manager and Business Manager are hereby authorized to certify that the project is complete and ready for final inspection.

Adopted and approved this 12th day of January 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

Attest:

, President

, Secretary/Treasurer

RESOLUTION 2017-3

SECTION 15, PAGE NO. 1

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Humboldt Bay Municipal Water District
(Governing Body) (Name of Applicant)

THAT General Manager, OR
(Title of Authorized Agent)

Business Manager, OR
(Title of Authorized Agent)

Superintendent
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Humboldt Bay Municipal Water District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Humboldt Bay Municipal Water District, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 12 day of January, 2017

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and Secretary/Treasurer of
(Name) (Title)

Humboldt Bay Municipal Water Dist., do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Humboldt Bay Municipal Water District
(Governing Body) (Name of Applicant)

on the 12th day of January, 2017.

(Signature)

Board Secretary/Treasurer
(Title)

Humboldt Bay Municipal Water District

Subrecipient Assurances

SECTION 15 PAGE NO. 2

Hazard Mitigation Grants

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Governor's Office of Emergency Services (Cal OES). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of Humboldt Bay Municipal Water District (the applicant) I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
- 16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
- 17. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
- 18. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subgrantee application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
- 19. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

The undersigned represents that he/she is authorized by the above named subgrantee to enter into this agreement for and on behalf of said subgrantee.

The undersigned represents that he/she is authorized by the subgrantee to enter into this agreement for and on behalf of the said subgrantee.

Paul Helliker
Name of Authorized Applicant's Agent

General Manager
Title

Signature of Authorized Applicant's Agent

Date

Authorization

SECTION 15 PAGE NO. 5

I, Paul Helliker, do hereby certify as the authorized representative or

officer of Humboldt Bay Municipal Water District, that the information contained in this

application is true and correct.

General Manager

Title

Signature

Date

**Resolution of the Humboldt Bay Municipal Water District
Recognizing and Honoring the Outstanding Service of
*Aldaron Laird***

WHEREAS, Aldaron Laird has served the Humboldt Bay Municipal Water District with distinction, as Director of Division Five, from January 2007 to January 2017; and,

WHEREAS, his service has included President from January 2013 to January 2015; Vice-President from January 2015 to January 2017; and,

WHEREAS, he served the District in many ways beyond the normal duties of a Director, including serving on the Joint Agency Aquatic Invasive Species Committee, the Water Task Force, the Water Resources Planning Instream Flow Committee; and,

WHEREAS, he represented HBMWD and the Humboldt Bay area in general for a number of years on the Region 1 Board of Directors of the Association of California Water Agencies, both as vice-chair and chair, and also on the Board of Directors of the Association as a whole,

WHEREAS, he was an instrumental leader in the Tap the Mad/Drink Local Water campaign in Humboldt County that involved the District and its seven Municipal Customers; and,

WHEREAS, he built on the strong foundation he created through his authorship of the District's Habitat Conservation Plan with his ongoing environmental leadership and valuable contributions to policy deliberations, especially with respect to fisheries and forestry topics, climate change impacts such as sea level rise, and much, much more; and,

WHEREAS, the Board wishes to acknowledge his departure from the Board and does hereby wish him all the best,

NOW, THEREFORE BE IT RESOLVED, that the Board and Staff of the Humboldt Bay Municipal Water District does hereby sincerely and gratefully acknowledge Aldaron Laird's contributions and years of dedicated service.

BE IT FURTHER RESOLVED, that the Board and Staff of the Humboldt Bay Municipal Water District thank Aldaron Laird and his wife Christy, for the years of service he contributed to the District and the Humboldt Bay Community.

PASSED, APPROVED AND ADOPTED this 12th day of January 2017, by the following roll call vote:

AYES:

NAYES:

ABSENT:

ATTEST:

Barbara Hecathorn

J. Bruce Rupp

Sheri Woo

Neal Latt

Paul Helliker, General Manager

Engineering

**CHANGE ORDER**PROJECT: Humboldt Bay Municipal Water District
Collector 1&1A Rehabilitation ProjectChange Order No.: 8Date: 12/20/16Page No.: 1 of 1

CONTRACTOR: Layne Christensen Company

DESCRIPTION OF CHANGE:

Under this Change Order, the contract completion date will be extended to March 31, 2017 due to additional lateral installations and construction delays.

Adjustment of contract sum		Adjustment of contract completion dates	
Original Contract Sum	\$2,024,500.00	Original Contract Completion Date	Oct .07, 2016
Prior Adjustments	(\$78,371.00)	Prior Adjustments in Calendar Days	85
Contract Sum Prior to this Change	\$1,946,129.00	Adjustment in Calendar Days for this Change Order	90
Adjustment for this Change	\$0.00	Revised Contract Completion Date	Mar. 31, 2017
Revised Contract Sum	\$1,946,129.00		

NOTE: CONTRACTOR WAIVES ANY CLAIM FOR FURTHER ADJUSTMENTS FOR THE CONTRACT SUM RELATED TO THE ABOVE-DESCRIBED CHANGE IN THE WORK.

RECOMMENDED BY:

EngineerDATE: 12/20/2016

APPROVED BY:

Owner

DATE: _____

ACCEPTED BY:

ContractorDATE: 12/21/16

Humboldt Bay Municipal Water District
 Collector 1 & 1A Rehabilitation Project
 December 30, 2018
 Layne Invoice #03759-06
 PAYMENT REQUEST #8

Bank: PNC Bank, N.A.
 ABA: 031 287 607
 Swift: PNCUS33
 Account Name: Layne Christensen
 Account Number: 8028317547

Wire Transfer/
 ACN Info:

Mailing Address:
 (Regular U.S.
 Postal Service Mail)
 Layne Christensen Company
 P.O. Box 877801
 Dallas, Texas 75287-7801

Shipping Address:
 (Courier, UPS, FedEx)
 PNC Bank, N.A.
 C/O Layne Christensen Company
 Lockbox #877801
 1200 East Campbell, Suite 108
 Richardson, Texas 75081

INVOICE TO:
 Humboldt Bay Municipal Water District
 828 Seventh Street; PO Box 95
 Eureka, California 95502-0095

From:
 Layne Christensen Company, Inc.
 6380 Huntley Rd.
 Columbus, Ohio 43228
 Phone: (614) 882-6263
 E-mail: Mike.Hartman@layne.com

Item	ORIGINAL CONTRACT		THIS PERIOD		PREVIOUS PERIODS		TOTAL COMPLETED
	Quantity	Unit Cost	Total Cost	%	AMOUNT	%	
Mobilization & Demobilization	1	LS	160,000.00	0%	\$	65%	\$ 104,000.00
Calsson Dewatering	1	LS	131,000.00	0%	\$	70%	\$ 91,700.00
Site set up, Well 1A	1	LS	142,000.00	0%	\$	100%	\$ 142,000.00
Site set up, Well 1	1	LS	172,500.00	0%	\$	100%	\$ 172,500.00
Installation of ports	5	LS	22,000.00	0	\$	5	\$ 110,000.00
F&I Develop laterals	750	FT	1,950.00	150	\$ 202,500.00	340	\$ 458,000.00
Install SS Gate Valves	5	EA	9,600.00	0%	\$	2	\$ 18,200.00
Final performance test, Well 1	1	EA	49,000.00	0%	\$	0%	\$ -
Initial & Final port tests, well 1A	1	LS	75,000.00	0%	\$	30%	\$ 22,500.00
			1,900,000.00				

Change Orders

Item	Quantity	Unit Cost	Total Cost	%	AMOUNT
CO #1 - reloaded in the items shown above	1	LS	4,809.00	0%	\$ -
CO #2 - added 85 days to schedule	1	LS	8,000.00	0%	\$ -
CO #3 - chain link fence install, rent and remove	1	LS	3,220.00	0%	\$ -
CO #4 - install additional port in Well 1	1	LS	22,100.00	0%	\$ -
CO #5 - Crane Operator Labor	34	HR	8,000.00	0%	\$ -
CO #6 - Remove old Valve Stem/Slipon	1	LS	8,000.00	0%	\$ -
CO #7 - Spare Port Well 1A	1	LS	8,000.00	0%	\$ -

Additive Bid Items

Item	Quantity	Unit Cost	Total Cost	%	AMOUNT
Installation of port and 10' blank	EA	39,000.00	\$ -	0%	\$ -
F&I Develop laterals	LF	1,300.00	\$ -	0%	\$ -
F&I, 12" SS gate valves, with bags	EA	17,500.00	\$ -	0%	\$ -
Remove and Reinstall support flooring at	EA	74,000.00	\$ -	0%	\$ -
Remove old valve stems, actuator lines, etc	HR	650.00	\$ -	0%	\$ -

TOTAL PROJECT COST		Retainage (5%)	
\$	1,948,128.00	\$	202,500.00
			(\$10,125.00)
			\$ 182,375.00

TOTAL PROJECT COST		Retainage (5%)	
\$	1,186,548.10	\$	964,048.10
			(\$48,202.41)
			\$ 915,845.70

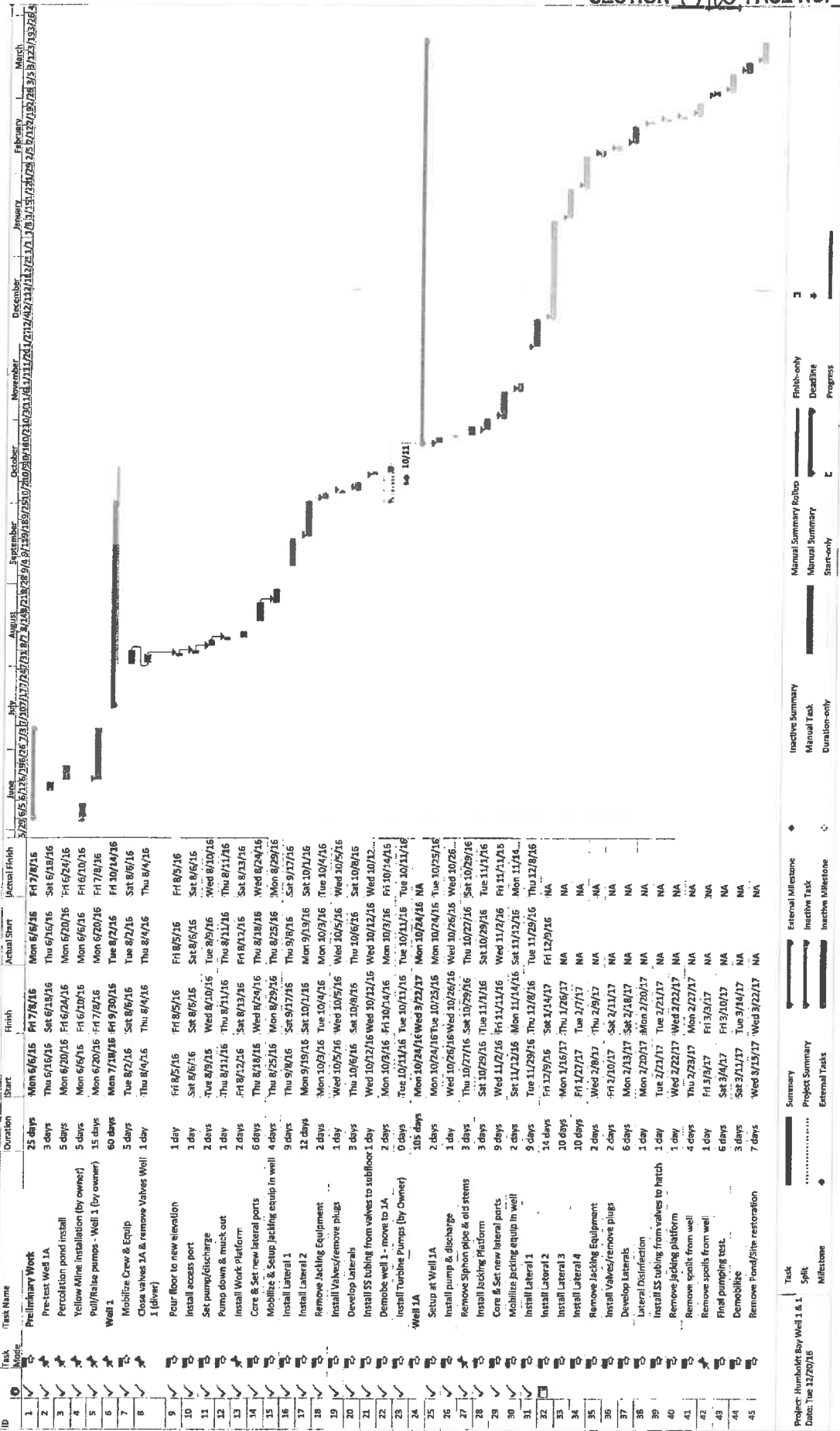
TOTAL PROJECT COST		Retainage (5%)	
\$	1,186,548.10	\$	964,048.10
			(\$58,327.41)
			\$1,108,220.70
			\$915,845.70
			\$182,375.00

Submitted: *Mike Hartman* 1/03/17
 Layne Christensen, Rainey Collector Wells

Reviewed by: *Patrick Kasparis PE*
 GHD Engineering

Approved: *Patrick Kasparis PE*
 GHD Engineering

Layne Heavy Civil - HBMWD Wells 1 & 1A



Project: Humboldt Bay Well 1 & 1A
 Date: Tue 12/20/16

Summary
 Project Summary
 External Tracts

External Milestone
 Inactive Task
 Inactive Milestone

Inactive Summary
 Manual Summary
 Duration-only

Manual Summary Rollup
 Manual Summary
 Start-only

Finish-only
 Deadline
 Progress

Page 1

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
1-MG RESERVOIR ROOF REPLACEMENT & PAINTING PROJECT
BID ADDENDUM NO. 1**

The purpose of this Addendum is to modify the Contract Documents for the subject project. This addendum shall become part of said Contract Documents.

Each bidder shall acknowledge receipt of this Addendum in their bid proposal.

This Addendum addresses the following items:

Item 1. Bid submittal date revision:

1. Based upon requests, the bid submittal date has been extended to **January 10, 2017, 3:00pm**. Bids are still due at the District office, 828 Seventh Street, Eureka, CA. Any additional questions with regard to the Contract Documents for this project must be submitted to the Engineer in writing no later than 5:00pm, January 4, 2017.

END OF ADDENDUM

12/14/16
Date



Signature



December 8, 2016

Paul Helliker
General Manager
Humboldt Bay Municipal Water District
P.O. Box 95
Eureka, CA 95502-0095

H.B.M.W.D. DEC 15 2016

Subject: **Notification of Subapplication Approval for Phase One** (Surge Tower Project)
Hazard Mitigation Grant Program
FEMA-4240-DR-CA, Project #0054, FIPS #023-91000

Dear Mr. Helliker:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's Phase One Subaward application in the amount of \$133,125.00. A copy of the FEMA award package is enclosed for your records.

In order to receive payment, all subrecipient must have a current (within the last 3 years), valid Governing Body Resolution and updated Grant Assurances on file with our office (sample copies enclosed). These forms may be downloaded in an electronic format at www.caloes.ca.gov following the links: *Cal OES Divisions; Recovery; Disaster Mitigation & Technical Support; 404 Hazard Mitigation Grant Program; HM Post Obligation Documents*. Please complete the electronic forms and the enclosed "Supplemental Grant Subaward Information" sheet and return them to the address below within 30 Days. Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subgrant closeout process.

Reimbursements can be made for only items listed on the approved subaward application; expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

Please read all enclosed documents prior to initiating the approved project. For further assistance please contact the Hazard Mitigation Grants at (916) 845-8150.

Grants Processing Unit

Enclosures

c: Applicant's File

3650 SCHRIEVER AVENUE • MATHER, CA 95655
GRANTS PROCESSING UNIT
(916) 845-8150 • (916) 636-3880 FAX

Financial

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
Statement of Fund Balances at December 31, 2016

Account Fund Balance at Month End	AT 12-31-16	AT 12-31-15	Increase/(Decrease)
U.S. BANK ACCOUNTS			
- Commercial Account - General Fund Account	136,038.87	253,356.60	
- Money Market Account (DWR Contract for SRF Loan) ①	160,343.73	159,865.20	
- Certificate of Deposit (DWR Contract for SRF Reserve) ②	547,701.94	547,447.50	
Subtotal	844,084.54	960,669.30	(116,584.76)
HUMBOLDT COUNTY:			
- Investment Account	2,729,437.53	2,560,623.19	
- DWFP Reserve (In accordance with Ordinance 16) ④	469,547.92	465,257.94	
- MSRA Reserve (Municipal Supplemental Reserve Account) ⑤	420,511.21	416,442.88	
- SRF Loan Payment ⑥	48,545.05	48,027.50	
- A/B Bond Tax Account	0.00	0.00	
- 1% Tax Account ③	56.13	441,133.68	
Subtotal	3,668,097.84	3,931,485.19	(263,387.35)
L.A.I.F.	1,604.99	1,597.05	7.94
Cash on Hand	650.00	650.00	0.00
TOTAL CASH	\$ 4,514,437.37	\$ 4,894,401.54	\$ (379,964.17)
Less: Encumbrances & Reserves (Funds Dedicated for Specific Purposes and Projects)			
RESTRICTED			
Municipal Customers PF2 Prior Year Reconciliation	(305,823.95)	(197,790.50)	
1% Tax Account ③	(56.13)	(441,133.68)	
Municipal Customer Advanced Charging - Ranney Collector 1 & 1A Rehabilitation	(868,421.06)	(850,251.25)	
Municipal Customer Advanced Charging - Ranney Collector 2 Rehabilitation	0.00	(170,454.14)	
Municipal Customer Advanced Charging - 1MG Domestic Reservoir Roof	0.00	0.00	
Municipal Customer Advanced Charging - Replace Ruth Bunkhouse	(195,000.00)	0.00	
DWR Reserve Fund for SRF Loan ②	(547,701.94)	(547,447.50)	
DWR Contract Payment for SRF Loan for DWFP (Drinking Water Filtration Plant-PF1 Charges from Muns) ①	(160,343.73)	(159,865.20)	
SUBTOTAL RESTRICTED RESERVES (Net Position)	(2,077,346.81)	(2,366,942.27)	(289,595.46)
UNRESTRICTED:			
Board Restricted:			
Palk-Nicely Development	(4,158.00)	(4,158.00)	
Sequoia Investments X, LLC (Hog Island Project)	0.00	0.00	
DWFP Reserve * ④	(469,547.92)	(465,257.94)	
MSRA Reserve (Municipal Supplemental Reserve Account) ⑤	(420,511.21)	(416,442.88)	
PG&E REMAT Deposit	(27,000.00)	0.00	
Unrestricted Reserves			
SRF Loan Payment ⑥	(48,545.05)	(48,027.50)	
Techite CalEMA Subgrantee Administrative Allowance	0.00	(30,004.63)	
Municipal Customer Accumulation for Debt Service for US Bank Ranney & Techite			
Project Loan Payment	7,168.60	7,178.83	
General Fund Reserve	(1,474,496.98)	(1,570,747.15)	
SUBTOTAL UNRESTRICTED RESERVES (Net Position)	(2,437,090.56)	(2,527,459.27)	(90,368.71)
Total Net Position	(4,514,437.37)	(4,894,401.54)	(379,964.17)

	DECEMBER RECEIPTS	YTD TOTAL AT 12-31-16	BUDGET	% OF BUDGET	YTD TOTAL AT 12-31-15
MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)					
RETAIL WATER SALES	\$ 36,453.83	\$ 205,595.64	\$309,060	67%	\$ 166,189.77
SUBTOTAL RETAIL WATER SALES	\$ 36,453.83	\$ 205,595.64	\$309,060	67%	\$ 166,189.77
GENERAL REVENUES					
INTEREST (1)	8,601.54	23,926.64	\$12,000	199%	6,765.65
FCSD CONTRACT FOR MAINT. & OPERATIONS	0.00	107,879.90	175,000	62%	130,736.83
POWER SALES	6,430.15	38,373.75	175,000	22%	34,772.24
MISCELLANEOUS (SEE NEXT PAGE)	\$11,196.98	\$25,546.73	50,000	51%	\$ 25,658.12
SUBTOTAL GENERAL REVENUES	\$ 26,228.67	\$ 195,727.02	\$412,000	48%	\$ 197,932.84
TAX RECEIPTS					
1% TAXES (1)	56.13	45,880.18	775,000	6%	482,720.91
TOTAL PF 2 CREDIT	\$ 62,738.63	\$ 447,002.84	\$1,496,060	30%	\$ 826,843.52
WHOLESALE CONTRACT RECEIPTS					
INDUSTRIAL / HARBOR DISTRICT	\$0.00	\$ 764.66	\$50	1529%	\$0.00
TOTAL INDUSTRIAL	\$0.00	\$ 764.66	\$50	1529%	\$0.00
CITY OF ARCATA	\$ 98,415.90	\$ 575,306.70	\$1,257,114	46%	\$ 527,168.82
CITY OF EUREKA	232,875.12	1,378,490.54	3,001,244	46%	1,476,946.37
HUMBOLDT CSD	78,272.58	462,913.43	1,032,162	45%	426,780.35
MANILA CSD	6,269.17	37,236.52	82,399	45%	34,766.06
MCKINLEYVILLE CSD	79,471.48	467,937.57	1,019,529	46%	425,771.59
FLDDBROOK CSD	12,881.24	76,454.54	166,168	46%	80,020.45
BLUE LAKE	13,866.92	81,543.71	185,744	44%	80,713.70
TOTAL MUNIS	\$ 522,052.41	\$ 3,079,883.01	\$6,744,360	46%	\$ 3,052,167.34
A/B BOND TAXES	\$0.00	\$0.00	\$0	0%	\$0.00
TOTAL RECEIPTS	\$ 584,791.04	\$ 3,527,650.51	\$8,240,470	43%	\$ 3,879,010.86

(1) Humboldt County Accounts Interest July - September 2016 (Investment Account \$8,601.54 & 1% Tax Account \$56.13)

MISCELLANEOUS RECEIPTS

	DECEMBER	YEAR TO DATE
Administrative		
<i>Parking Lot Rent</i>	\$25.00	\$150.00
<i>Employee Telephone</i>	56.07	152.03
<i>Employee Gas</i>	0.00	80.70
<i>Retirees' Reimbursement of Health Insurance Premium</i>	3,483.03	11,646.66
<i>COBRA Vision Ins & Admin Fee - Retiree</i>	37.86	113.58
<i>COBRA Dental Ins & Admin Fee - Retiree</i>	216.48	649.44
<i>Employee on Leave Payment of Health Insurance Premium</i>	0.00	42.26
<i>Water Processing Fees</i>	30.00	150.00
<i>Hydrant Rental Deposit</i>	0.00	0.00
<i>Meter Installations</i>	6,518.20	6,518.20
<i>Retail Connection Charge</i>	0.00	0.00
<i>Mainline Connection Charge</i>	0.00	0.00
<i>Right of Way Fees</i>	0.00	0.00
<i>Special Event Liability Insurance</i>	0.00	361.50
<i>ACWA/JPIA Retrospective Premium Adjustment</i>	0.00	0.00
<i>ACWA/JPIA Insurance Claim</i>	0.00	0.00
<i>Dividend Check (Principal Life)</i>	0.00	218.94
<i>Bad Debt Recovery</i>	72.64	72.64
<i>Miscellaneous Payments for Copies &/or Postage Costs</i>	6.50	63.06
<i>Diesel Fuel Tax Refund</i>	0.00	72.82
<i>Park Use Fees</i>	0.00	75.00
<i>Sequoia Investments X, LLC - Hog Island Project</i>	0.00	1,104.75
<i>PG&E - CPUC Mandated Gas Credit</i>	0.00	96.47
<i>IRS -Refund of Payroll Tax Overpayment</i>	0.00	564.33
<i>EDD -Refund of Payroll Tax Overpayment</i>	0.00	33.15
<i>Sale of Surplus Equipment</i>	60.00	60.00
Ruth Area		
<i>Use of Ruth Cabin</i>	0.00	345.00
<i>RLCSD-Water System Permit Fees</i>	0.00	2,050.00
<i>Ruth Area Water Use Permit</i>	0.00	100.00
<i>Buffer Strip Right of Way License Fee</i>	0.00	0.00
<i>Ruth Buffer Strip PG&E Right of Way Fees</i>	0.00	0.00
<i>Ruth Sale of Merchantable Timber</i>	0.00	0.00
<i>Ruth Sale of Surplus Gravel</i>	0.00	135.00
<i>Don Bridge Lease</i>	691.20	691.20
Miscellaneous		
<i>Other</i>	0.00	0.00
Total Miscellaneous Receipts	\$11,196.98	\$25,546.73
OTHER RECEIPTS or GRANTS		
<i>Prop 84 - Ranney Collector 1</i>	0.00	0.00
<i>CalEMA Blue Lake/Fieldbrook Pipeline Crossing(Note1)</i>	0.00	0.00
<i>Quegga Grant 2015/16 on behalf of RLCSD*</i>	5,083.85	5,083.85

* Not included in PF2 Credits. No charges were expended by HBMWD.
Claim for expenditures was submitted by HBMWD on behalf of RLCSD.

-4-
HUMBOLDT BAY MUNICIPAL WATER DISTRICT
TOTAL EXPENDITURES
AT DECEMBER 31, 2016 (6 MONTHS - 50%)

SECTION J2a PAGE NO. 4

	DECEMBER EXPENSES	TOTAL 12/31/2016	BUDGET	% OF BUDGET	TOTAL 12/31/2015
PAYROLL:					
Regular	\$162,025.52	\$945,420.93	\$ 1,917,832	49%	\$ 909,899.01
Part-Time	2,083.75	19,177.13	53,600	36%	18,360.39
Overtime	2,616.66	12,473.63	35,000	36%	13,174.66
Standby	6,250.65	38,082.53	80,000	48%	37,348.71
Pay Differential	818.56	5,413.39	11,500	47%	4,423.12
Deferred Compensation	2,500.00	14,350.00	30,600	47%	7,350.00
Employee Assistance Plan	75.20	448.86	1,078	42%	445.10
Director Compensation	2,160.00	10,480.00	26,000	40%	11,760.00
Director - Secretary Fees	262.50	1,575.00	3,200	49%	1,575.00
Taxes/Benefits	102,235.98	741,937.09	1,437,324	52%	699,132.60
TOTAL PAYROLL	\$ 281,028.82	\$ 1,789,338.76	\$ 3,596,134	50%	\$ 1,703,266.59
SERVICE & SUPPLY					
O & M					
Engineering	\$1,702.00	\$17,575.25	\$ 75,000	23%	\$40,770.59
Maint., Repairs, Supplies	7,612.11	48,322.38	115,000	42%	48,707.70
TRF Maint, Repairs, Supplies	9,671.32	24,252.28	55,000	44%	16,300.57
Lab	1,000.00	4,084.70	13,000	31%	4,085.00
Auto Maintenance	1,712.37	15,320.72	46,000	33%	17,078.77
Radio Maintenance	813.78	4,104.91	10,500	39%	1,794.96
USGS Meter Station	0.00	0.00	7,800	0%	0.00
Ruth Lake License	0.00	1,500.00	1,500	100%	1,500.00
A&G					
Accounting Services	1,455.00	9,011.03	\$ 30,000	30%	1,000.00
Legal	0.00	2,287.93	28,000	8%	7,633.00
Professional Services	143.98	1,881.32	20,000	9%	2,117.53
Insurance	0.00	55,880.50	105,000	53%	71,149.00
Telephone/Internet	3,845.35	23,589.33	46,000	51%	23,519.41
Office Building Maintenance	2,482.03	8,768.00	18,000	49%	11,946.04
Office Expense	2,014.17	29,910.63	52,000	58%	30,686.38
Travel & Conference	964.18	4,940.85	25,000	20%	6,045.60
Dues & Subscriptions	0.00	14,629.40	15,500	94%	13,818.40
Technical Training	1,291.89	4,744.87	11,000	43%	4,265.90
County Tax Fee	0.00	0.00	21,000	0%	8,951.00
County Property Taxes	945.00	998.60	1,100	91%	998.60
LAFCD	0.00	0.00	4,500	0%	5,847.74
Regulatory Agency Fees	0.00	46,862.67	75,000	63%	65,809.79
Ruth Lake Programs	0.00	0.00	5,000	0%	0.00
Miscellaneous	728.02	3,924.98	11,500	34%	13,590.86
TOTAL SERVICE/SUPPLIES W/OUT POWER	\$36,381.20	\$322,790.35	\$ 792,400	41%	\$397,616.83
POWER					
Essex Pacific Gas & Electric	\$44,160.14	\$329,951.46			\$ 301,308.64
Fuel For 2 MW Generator	0.00	2,513.59			4,394.36
<i>Subtotal Essex Pumping</i>	<i>\$44,160.14</i>	<i>\$332,465.05</i>	561,863.00	59%	305,703.00
All Other Pacific Gas & Electric	7,818.60	35,154.76	78,137	45%	35,432.87
POWER EXPENSE SUBTOTAL	\$51,978.74	\$367,619.81	\$ 640,000	57%	\$ 341,135.87
TOTAL SERVICE/SUPPLIES WITH POWER	\$88,359.94	\$690,410.16	\$ 1,432,400	48%	\$738,752.70
PROJECTS, FIXED ASSETS & CONSULTING SERVICES					
	\$162,361.48	\$1,421,378.07	\$ 5,349,550	27%	659,865.85
TOTAL OPERATING	\$ 531,750.24	\$3,901,126.98	\$ 10,378,084	38%	\$ 3,001,685.14
DEBT SERVICE - SRF LOAN (1)	\$273,668.48	\$273,668.48	\$ 547,337	50%	\$547,336.96
TOTAL EXPENDITURES	\$ 805,418.72	\$4,174,795.47	\$ 10,925,421	38%	\$ 3,549,022.10
DEBT SERVICE - US Bank	\$0.00	\$81,094.05	\$ 162,200	50%	\$81,094.05

I. CAPITAL PROJECTS		DECEMBER	YTD TOTAL	% OF
		EXPENSES	12/31/2016	BUDGET
A. Projects Charged to All Customers via Price Factor 2 (BWF)				
SCADA System Upgrade - Phase 2	\$0.00	\$2,615.50	381,100	1%
Replacement of Check Valves for 1-1, 1-2 & 1-4	0.00	33,193.60	30,750	108%
Replace Collector 2, Pump 2-2 Motor	55,735.85	55,735.85	55,000	101%
Replace 12Kv Switchgear Roof	0.00	0.00	2,250	0%
Mainline Valve Replacement	0.00	0.00	100,000	0%
Electrical Shop Upgrade - Phase 2	0.00	0.00	7,250	0%
1 Mg Domestic Water Reservoir Roof & Painting	7,039.75	62,546.75	602,000	10%
Replace Chlorine Booster Pumps	0.00	8,482.31	12,250	69%
New Valve below 1 Mg Domestic Reservoir	0.00	0.00	30,000	0%
Replace Ruth Bunkhouse	0.00	0.00	403,500	0%
Replace Ruth HQ Septic System	0.00	0.00	15,000	0%
Plan to Replace Ruth Hydro Protective Relays	0.00	0.00	15,000	0%
SUBTOTAL A:	\$62,775.60	\$162,574.01	1,654,100	10%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)				
TRF-SCADA System Upgrade - Phase 2	0.00	0.00	100,000	0%
Raise Containment Wall Around Sodium Hypochlorite Tank	0.00	0.00	6,500	0%
SUBTOTAL B:	\$0.00	\$0.00	106,500	0%
C. Projects Funded by Other Sources (BWF)				
Blue Lake/FGCSD River Crossing Funded by Prop 84 & FEMA Grants	\$0.00	\$26,764.57	630,000	4%
Ranney Collector 1 & 1A Laterals Partially funded through Prop 84 Grant & Adv. Charges	77,983.74	1,029,343.02	2,140,500	48%
SUBTOTAL C:	\$77,983.74	\$1,056,107.59	2,770,500	38%
TOTAL CAPITAL PROJECTS:	\$140,759.34	\$1,218,681.60	4,531,100	27%

Annual Capital Project Limitation (per Section 7.2.5 of Ordinance 16)
Amount that can be charged to wholesale customers in a fiscal year.

FY2014/15 Annual Limit \$	1,191,703
Total charged to date \$	162,574
Balance Remaining \$	1,029,129

While the total projects expenditures are budgeted at \$5,349,550, the actual wholesale customer charges are \$2,464,600. Capital Projects C and Professional & Consulting Services C is the listing of Projects Funded by Other Sources. In addition the Ranney Collector 3 and Techite Pipeline Replacement projects have been partially funded with financing over 10 years. Only the annual debt service for these financed projects are being charged to the wholesale customers.

I. FIXED ASSETS		DECEMBER	YTD TOTAL	BUDGET	% OF
A. Projects Charged to All Customers via Price Factor 2 (BWF)		EXPENSES	12/31/2016		BUDGET
Essex- Replace Two Administrative Computers		\$0.00	\$3,860.14	4,500	86%
Essex - Replace Two Laptop Computers -Ruggedized		0.00	3,487.64	6,500	54%
Collector 3 Emergency Generator Connection		0.00	0.00	3,750	0%
Replace Ingersoll Rand Mobile Air Compressor		1,152.91	24,901.51	22,500	111%
Purchase Shop Manual & Diagnostic Equipment to service Heavy Fleet Vehicles		0.00	0.00	9,750	0%
Replace Unit 15		0.00	0.00	46,250	0%
Purchase Precision Measuring Equipment		1,717.10	1,717.10	3,500	49%
Purchase Engine Driven Air Compressor for Unit 8		1,670.55	1,670.55	2,500	67%
Replace Towable Portable Restroom		0.00	0.00	3,500	0%
Replace Warren Creek Pipeline Meter Manifold		2,578.85	7,226.52	8,000	90%
Conduit Bending Machine		0.00	6,992.85	8,000	87%
Eureka - Replace Computer - Part 1		0.00	2,154.55	2,500	86%
Eureka - Replace Computer - Part 2		0.00	2,154.54	2,500	86%
SUBTOTAL A:		\$7,119.41	\$54,165.40	123,750	44%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)					
TRF Spare Parts Inventory		\$0.00	\$3,269.37	4,000	82%
SUBTOTAL B:		\$0.00	\$3,269.37	4,000	82%
TOTAL FIXED ASSETS PROJECTS:		\$7,119.41	\$57,434.77	127,750	45%

II. MAINTENANCE PROJECTS		DECEMBER	YTD TOTAL	BUDGET	% OF
A. Charged to All Customers via Price Factor 2 (BWF)		EXPENSES	12/31/2016		BUDGET
Paint Collector 3		\$0.00	\$4,424.54	19,250	23%
Pipeline Maintenance		0.00	0.00	13,500	0%
12KV Electric System Maintenance		0.00	0.00	4,000	0%
Mainline Meter Flow Calibration		0.00	2,395.53	6,000	40%
Technical Support & Software Updates to Include Control System		0.00	6,437.80	19,250	33%
Generator Service		0.00	34.28	3,500	1%
Hazard & Diseased Tree Removal		0.00	0.00	6,250	0%
Cathodic Protection		0.00	0.00	6,500	0%
Maintenance Emergency Repair		0.00	1,550.46	50,000	3%
Fleet Paint Repairs		0.00	0.00	5,000	0%
AC Pipe Disposal		0.00	0.00	8,500	0%
Replace Two Doors at Essex		0.00	0.00	5,000	0%
Repair/Upgrade Line Shed 6		0.00	0.00	28,250	0%
Brush Abatement at Ruth Dam		0.00	0.00	5,540	0%
Ruth HQ Tree Removal		0.00	0.00	4,250	0%
Ruth HQ Remodel Project		0.00	0.00	4,000	0%
Ruth Hydro - Howell Bunger Valve Inspection		0.00	0.00	1,110	0%
SUBTOTAL A:		\$0.00	\$14,842.61	189,900	8%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)					
TRF - Generator Service		\$0.00	\$0.00	500	0%
TRF Limitorque Valve Retrofit Supplies - Phase 1		0.00	14,349.36	15,750	91%
SUBTOTAL B:		\$0.00	\$14,349.36	16,250	88%
TOTAL MAINTENANCE PROJECTS:		\$0.00	\$29,191.97	206,150	14%

III. PROFESSIONAL & CONSULTING SERVICES		DECEMBER	YTD TOTAL	BUDGET	% OF
A. Charged to All Customers via Price Factor 2 (BWF)		EXPENSES	12/31/2016	BUDGET	BUDGET
Collector 1 Transformer & Electrical Evaluation		\$0.00	\$0.00	5,000	0%
Collector 1 Pump & Motor Upgrades		0.00	0.00	13,000	0%
Collector 1 Lateral Evaluation Report		0.00	0.00	5,000	0%
Crane Testing/Certification		0.00	6,628.43	6,500	102%
Essex Trolley/Cable Car Inspection		0.00	7,534.75	10,000	75%
Essex Septic System Construction Assistance		450.00	450.00	4,000	11%
Essex Mad River Cross-Sectional Survey		0.00	9,761.75	10,000	98%
Mad River Watershed Regulatory Compliance		0.00	0.00	50,000	0%
Spill Prevention Control & Countermeasure Plan Updates (Ruth Marina & Essex)		0.00	5,041.25	6,500	78%
CIP Financial Plan Update		0.00	0.00	25,000	0%
Cathodic Protection Review/Inspection		0.00	8,476.00	9,500	89%
Techite Pipeline Replacement - Final Inspection & Report		0.00	6,600.75	9,000	73%
Dune Monitoring Program - Component of Coastal Conservancy Climate Ready Grant		0.00	2,000.00	2,000	100%
GIS/Facilities Information System		0.00	0.00	10,000	0%
GIS/Facilities Information System - Ruth		0.00	0.00	4,000	0%
Backflow Tester Training		0.00	0.00	3,000	0%
Control Software Training		0.00	0.00	15,000	0%
Technical Training		449.00	877.93	5,750	15%
Industrial Water Reservoir Condition Assessment		0.00	0.00	8,000	0%
Licensed Timber Operator		0.00	1,770.00	5,000	35%
FERC Dam Safety Surveillance & Monitoring Report(DSSMR)/FERC Dam Safety Review (Part 12)		0.00	107.50	3,000	4%
FERC Chief Dam Safety Engineer		0.00	0.00	10,000	0%
FERC Part 12 - GEI		0.00	0.00	10,000	0%
FERC Part 12 - Cardno		0.00	6,464.50	10,000	65%
FERC Part 12 Independent Consultant Inspection and Engineering Support - GHD		0.00	6,637.80	20,000	33%
Grant Applications		21.94	6,064.55	11,000	55%
Public Education		5,242.25	5,242.25	20,000	26%
Water Resources Planning		0.00	1,000.00	5,000	20%
		608.00	1,942.59	50,000	4%
SUBTOTAL A:		\$6,771.19	\$76,600.05	335,250	23%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)					
Chlorine System Maintenance		\$3,164.85	\$3,288.83	16,100	20%
SUBTOTAL B:		\$3,164.85	\$3,288.83	16,100	20%
C. Projects Funded by Other Sources (BWF)					
Surge Tower Replacement - CEQA, Bidding & Construction Assistance] Funded by FEMA Grant		\$0.00	\$0.00	50,000	0%
Quagga Grant/RLCSD] CA Dept of Boating & Waterways		0.00	0.00	9,150	0%
SUBTOTAL C:		\$0.00	\$0.00	59,150	0%
TOTAL PROFESSIONAL & CONSULTING SERVICES:		\$9,936.04	\$79,888.88	410,500	19%

IV. INDUSTRIAL SYSTEM PROJECTS			
	DECEMBER EXPENSES	YTD TOTAL 12/31/2016	% OF BUDGET
A. Charged to All Customers via Price Factor 2 (BWF)			
- Maintain Water Supply to Industrial Pump Station (Pump Station 6) During Low-Flow Months	\$0.00	\$0.00	0%
SUBTOTAL A.	\$0.00	\$0.00	0%
B. Charged to Municipal Customers via PF2 (DWTF)			
	\$0.00	\$0.00	0%
SUBTOTAL B.	\$0.00	\$0.00	0%
TOTAL INDUSTRIAL SYSTEM PROJECTS:	\$0.00	\$0.00	0%

CARRY-OVER PROJECTS FROM 2015/16			
	DECEMBER EXPENSES	YTD TOTAL 12/31/2016	% OF BUDGET
I. CAPITAL PROJECTS			
A. Charged to All Customers via Price Factor 2 (BWF)			
Replace Essex Septic System	\$0.00	\$5,060.73	101%
Repair/Upgrade Park Restrooms	0.00	15.51	1%
Upgrade Ethernet Radio Modems/PLC Systems at Samoa Booster Pump Station	3,897.93	4,186.26	279%
Repair Ruth HQ Master Bath/Laundry Room	29.98	207.51	14%
Ruth Hydro - Install Auto Synchronizer System	0.00	0.00	0%
SUBTOTAL A.	\$3,927.91	\$9,470.01	67%

B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)			
Remodel TRF Line Shed 5	\$535.49	\$657.41	37%
SUBTOTAL B.	\$535.49	\$657.41	37%
Subtotal Capital Projects	\$4,463.40	\$10,127.42	63%

I. FIXED ASSETS			
	DECEMBER EXPENSES	YTD TOTAL 12/31/2016	% OF BUDGET
A. Charged to All Customers via Price Factor 2 (BWF)			
Install Signal Amplifier at Mt. Pierce	\$0.00	\$0.00	0%
SUBTOTAL A.	\$0.00	\$0.00	0%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)			
	\$0.00	\$0.00	0%
SUBTOTAL B.	\$0.00	\$0.00	0%
Subtotal Fixed Assets Projects	\$0.00	\$0.00	0%

CARRY-OVER PROJECTS FROM 2015/16 Continued				
II. MAINTENANCE PROJECTS				
A. Charged to All Customers via Price Factor 2 (BWF)				
Replace Eyewash/Shower Station and Drain System			800	28%
Large Business & Fire Service Meter Calibration & Maintenance	\$83.29	\$224.10	15,000	0%
Ruth Spillway Bridge Painting	0.00	0.00	5,000	100%
SUBTOTAL A.	\$83.29	\$5,224.10	20,800	25%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)				
SUBTOTAL B.	\$0.00	\$0.00	0	0%
Subtotal Maintenance Projects	\$83.29	\$5,224.10	20,800	25%
III. PROFESSIONAL & CONSULTING SERVICES				
A. Charged to All Customers via Price Factor 2 (BWF)				
Crane Operator Training	\$0.00	\$0.00	7,000	0%
Focused Engineering Studies	0.00	6,236.75	10,000	62%
Hydro Assessment & Analysis	0.00	14,592.58	5,000	292%
SUBTOTAL A.	\$0.00	\$20,829.33	22,000	0%
B. Projects Charged to Municipal Customers via Price Factor 2 (DWTF)				
SUBTOTAL B.	\$0.00	\$0.00	0	0%
Subtotal Professional & Consulting Projects	\$0.00	\$20,829.33	22,000	95%
2015/16 CARRYOVER PROJECTS TOTAL	\$4,546.69	\$36,180.85	60,800	60%
PROJECTS GRAND TOTAL:	\$162,361.48	\$1,421,378.07	5,349,550	27%
Less Projects Funded from Other Sources (Grants/Loans/Advanced Charges/Reserves)				
	\$77,983.74	\$1,056,107.59	3,047,150	35%
PF2 Project Total Charged to Customers excluding Debt Service (US Bank)				
	\$84,377.74	\$365,270.48	2,302,400	16%

Humboldt Bay Municipal Water District
Overtime Pay

December 2016

54TRF	51		52		54		55		56		58		TOTAL	
	Hours	Dec 16	Hours	Dec 16	Hours	Dec 16	Hours	Dec 16	Hours	Dec 16	Hours	Dec 16	Hours	Dec 16
Employee Wages, Taxes and Adjustments														
Gross Pay														
Overtime	1	48.35	14.5	611.86	2	85.35	36.25	1,557.66	1.5	60.53	0.5	20.88	5	232.03
Total Gross Pay	1	48.35	14.5	611.86	2	85.35	36.25	1,557.66	1.5	60.53	0.5	20.88	5	232.03
Adjusted Gross Pay	1	48.35	14.5	611.86	2	85.35	36.25	1,557.66	1.5	60.53	0.5	20.88	5	232.03
Net Pay	1	48.35	14.5	611.86	2	85.35	36.25	1,557.66	1.5	60.53	0.5	20.88	5	232.03
Employer Taxes and Contributions		0.00		0.00		0.00		0.00		0.00		0.00		0.00

SECTION J2a PAGE NO. 10

51 - Ruth
52 - Pumping & Control
53 - Water Treatment
54 - Maintenance & Operation
55 - Customer Service
56 - Administration
58 - Ruth Hydro

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

SECTION 72a, PAGE NO. 11

December 2016

Memo	Amount
101Netlink	
Ruth Data Link/Internet	-179.68
Total 101Netlink	-179.68
Advanced Security Systems	
Eureka Office Alarm System Quarterly Alarm Monitoring	-318.00
TRF security system repair	-720.00
Total Advanced Security Systems	-1,038.00
AirGas NCN	
Collector 4 lighting	-184.62
vehicle safety equipment	-369.25
Total AirGas NCN	-553.87
Almquist Lumber	
Remodel TRF Line Shed 5	-300.86
Remodel TRF Line Shed 5	-43.78
Total Almquist Lumber	-344.64
Arcata Fire Prot. District	
Fire Assessment 2016/17	-945.00
Total Arcata Fire Prot. District	-945.00
Arcata Garbage	
Essex garbage	-472.24
Total Arcata Garbage	-472.24
AT & T	
Ruth HQ	
TRF	
Essex office	
Eureka office	-59.54
Ruth Hydro	
Valve Building Samoa	
Ruth HQ	-22.47
TRF	-302.54
Essex office	-59.03
Eureka office	-15.98
Ruth Hydro	-404.40
Valve Building Samoa	-87.40
Total AT & T	-951.36
AT&T	
Eureka/Essex Landline	-34.93
Arcata/Essex Landline	-34.93
Samoa/Essex Landline	-234.20
Blue Lake Meter Signal Line	-60.30
Eureka Office	-116.25
Eureka Office Alarm Line	-38.80
Samoa Booster Pump Station	-71.77
Valve Building-Samoa	-116.24
Eureka Office	-294.37
Essex Office	-591.35
TRF	-247.39
Ruth Data Line	-113.27
Total AT&T	-1,953.80
AT&T Advertising Solutions	
white page listing	-21.00
white page listing	-21.00
Total AT&T Advertising Solutions	-42.00
ATS Communications	
Samoa Booster Pump Station Ethernet Radi Modems/PLC System Upgrades	-3,897.93
Total ATS Communications	-3,897.93

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

SECTION 12a, PAGE NO. 12

December 2016

Memo	Amount
Bill Sheppard	
Essex Septic System Replacement- Equipment rental	-450.00
Total Bill Sheppard	-450.00
Buckles-Smith	
Fieldbrook-Glendale CSD Morris Subdivision Communications upgrade	-1,743.01
Total Buckles-Smith	-1,743.01
City of Eureka	
Eureka office water/sewer	-50.76
Total City of Eureka	-50.76
Corey Borghino	
auto mileage reimbursement	-57.29
Total Corey Borghino	-57.29
Dale H. Davidsen	
expense reimbursement for T2 Certification renewal	-60.00
Total Dale H. Davidsen	-60.00
Davidson Brothers Lock & Safe	
Ruth-Zenia Monitoring Station Building	-8.81
Total Davidson Brothers Lock & Safe	-8.81
Design Air - Heating & Sheetmetal	
inspect Eureka office HVAC system	-80.00
Total Design Air - Heating & Sheetmetal	-80.00
DHS-WTOC Renewal	
T2 Exam Application	-65.00
D2 Exam Application -	-65.00
Total DHS-WTOC Renewal	-130.00
Don's Rent-All, Inc	
Replace Warren Creek Meter Pipeline Manifold	-76.40
Total Don's Rent-All, Inc	-76.40
Downey Brand Attorneys LLP	
legal assistance - Water Resources Planning	-608.00
Total Downey Brand Attorneys LLP	-608.00
Eureka-Humboldt Fire Ext.,Co, Inc	
Essex fire extinguisher maintenance	-64.80
Total Eureka-Humboldt Fire Ext.,Co, Inc	-64.80
Eureka Oxygen	
cylinder rental	-99.20
Total Eureka Oxygen	-99.20
Eureka Readymix	
replace Warren Creek Meter Pipeline manifold	-599.59
replace Warren Creek Meter Pipeline manifold	-238.43
Total Eureka Readymix	-838.02
Fastenal Company	
safety gloves and glasses	-91.94
Replace Ingersoll Rand Towable Compressor	-1,152.91
Collectors 1 & 1A Lateral Replacement	-63.13
Total Fastenal Company	-1,307.98
FEDEX	
mail FERC Part 12 Report	-21.94
return ACWA/JPIA training tape	-7.57
Total FEDEX	-29.51

Humboldt Bay Municipal Water District Expenses by Vendor Detail

December 2016

01/04/17

Memo	Amount
FleetPride	
John Deere backhoe repair	-133.05
Total FleetPride	-133.05
Frontier Communications	
Ruth HQ	-50.67
Ruth Hydro/Ruth Dataline	-156.72
Total Frontier Communications	-207.39
GHD	
(74485) 1 MG Reservoir Roof Replacement	-4,100.50
(74480) Collector 1 & 1A Lateral Replacement	-5,826.00
(74478) General Engineering - Essex	-620.75
(74478) General Engineering - Eureka	-1,081.25
(74486) HMG Application - Surge Tower	-5,242.25
Total GHD	-16,870.75
GR Sundberg, Inc	
Replace Warren Creek Meter Pipeline Manifold	-470.00
Total GR Sundberg, Inc	-470.00
Harbor Freight Tools	
maintenance supplies	-9.78
Total Harbor Freight Tools	-9.78
Hopkins Technical Products, Inc	
TRF chemical pump repair	-427.69
Total Hopkins Technical Products, Inc	-427.69
Humboldt Fasteners	
maintenance equipment	-44.02
maintenance supplies	-26.52
Total Humboldt Fasteners	-70.54
Humboldt Redwood Company, LLC	
Mt Pierce Lease site	-257.63
Total Humboldt Redwood Company, LLC	-257.63
Industrial Electric	
electrical shop supplies	-46.18
Arcata Intertie flowmeter monitoring	-12.77
repair Essex control room heater	-174.49
Total Industrial Electric	-233.44
John Friedenbach	
expense reimbursement for Essex safety committee	-10.00
expense reimbursement for Director photos	-75.49
auto mileage reimbursement	-25.92
Total John Friedenbach	-111.41
Keenan Supply	
Replace Warren Creek Meter Pipeline Manifold	-114.77
Total Keenan Supply	-114.77
Keith Daggs	
replace check 41644 - Lost	-65.53
Total Keith Daggs	-65.53
Keller America, Inc	
replace Ruth Hydro weir level sensor	-595.64
Total Keller America, Inc	-595.64
Layne Christensen Company	
Collector 1 & 1A Rehabilitation Project - Progress Payment 5	-70,300.00
Total Layne Christensen Company	-70,300.00

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

December 2016

Memo	Amount
Mad River Union	
Board vacancy advertisement	-72.00
Electrician position advertisement - 3 issues	-375.00
Total Mad River Union	-447.00
Matthews Paints, Inc.	
ditch witch maintenance	-8.38
Total Matthews Paints, Inc.	-8.38
McMaster-Carr Supply	
6" Generac Pump maintenance	-37.36
Total McMaster-Carr Supply	-37.36
Mercer-Fraser Company	
replace Warren Creek meter pipeline manifold	-616.13
Total Mercer-Fraser Company	-616.13
Mission Linen	
maintenance supplies	-113.12
Uniform Rental	-621.10
Total Mission Linen	-734.22
Napa Auto Parts	
Unit 3 maintenance	-36.43
vehicle maintenance	-200.35
ditch witch repair	-10.32
Total Napa Auto Parts	-247.10
Network Management Services	
EssentialCare Computer Support Service for Eureka office	-342.00
Guard-IT Security Service for Eureka office	-139.99
Recover-IT Backup Solution	-124.99
Domain Management	-3.00
Umbrella- Security	-30.00
Eureka office computer assistance	-143.98
Total Network Management Services	-783.96
North Coast Cleaning Services, Inc	
Eureka office building maintenance	-545.00
Total North Coast Cleaning Services, Inc	-545.00
North Coast Journal, Inc	
Board vacancy advertisement	-140.00
Total North Coast Journal, Inc	-140.00
North Coast Laboratories	
lab tests	-1,000.00
Total North Coast Laboratories	-1,000.00
North Valley Labor Compliance	
Collectors 1 & 1A Lateral Replacement	-1,725.00
Total North Valley Labor Compliance	-1,725.00
Northern California Safety Consortium	
monthly membership	-50.00
Total Northern California Safety Consortium	-50.00

Humboldt Bay Municipal Water District SECTION JRW PAGE NO. 15
Expenses by Vendor Detail

December 2016

Memo	Amount
Pacific Gas & Electric Co.	
Ruth Bunkhouse	-38.97
Eureka office	-659.63
Jackson Ranch Rectifier	-19.96
299 Rectifier	-97.36
West End Road Rectifier	-121.87
TRF	-6,296.29
Ruth Hydro Valve Control	-27.48
Ruth Hydro	-21.03
Samoa Booster Pump Station	-503.23
Samoa Dial Station	-32.78
Essex Pumping November 1 - 30, 2016	-44,160.14
Total Pacific Gas & Electric Co.	-51,978.74
Pacific Water Resources	
Replace Collector 2 Pump 2-2 Motor	-51,839.34
Replace Collector 2 Pump 2-2 Motor	-3,896.51
Total Pacific Water Resources	-55,735.85
Paul Helliker	
Expense reimbursement for attending ACWA/JPPIA Conference and ACWA Leadership Group in Anaheim	-964.18
Total Paul Helliker	-964.18
Pierson Building Center	
dump trailer maintenance	-8.81
Total Pierson Building Center	-8.81
Pitney Bowes	
refill postage meter	-500.00
service charges	-50.88
Total Pitney Bowes	-550.88
Platt Electric Supply	
Arcata intertie flow monitoring	-62.31
purchase precision monitoring equipment(Vibration diagnostics/Metal Thickness/Laser Measuring)	-1,717.10
Total Platt Electric Supply	-1,779.41
Poway Sign Company	
Diesel Fleet Equipment Lables	-51.19
Total Poway Sign Company	-51.19
Price Paige & Company	
GASB 68 Calculations and Supplementary Information	-1,455.00
Total Price Paige & Company	-1,455.00
Rebecca J. Moyle	
auto mileage reimbursement	-18.74
Total Rebecca J. Moyle	-18.74
Recology Humboldt County	
Eureka office garbage/recycling service	-82.30
Total Recology Humboldt County	-82.30
Renner Petroleum	
cardlock fuel - pumping & control	-251.10
cardlock fuel - water quality	-251.10
cardlock fuel - maintenance	-251.10
cardlock fuel - customer service	-251.09
Ruth HQ hazmat supplies	-143.00
Ruth Hydro hazmat supplies	-143.01
Total Renner Petroleum	-1,290.40
Ruth Lake C.S.D.	
Quagga Grant expense reimbursement	-5,083.85
Total Ruth Lake C.S.D.	-5,083.85

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

SECTION Jaw PAGE NO. 16

01/04/17

December 2016

Memo	Amount
Security Lock & Alarm	
Eureka office lock maintenance	-75.00
Total Security Lock & Alarm	-75.00
Sequoia Gas	
refill Ruth bunkhouse propane	-141.19
Ruth bunkhouse propane tank rental	-69.00
Total Sequoia Gas	-210.19
Sierra Chemical Company	
replenish chlorine	-2,386.89
TRF chemicals Invoice SLS 10042155	-4,408.91
TRF Chemicals Invoice SLS 10042344	-3,816.80
Total Sierra Chemical Company	-10,612.60
Six Rivers Communications	
Essex radio repair	-189.18
Essex radio repair	-116.97
Total Six Rivers Communications	-306.15
Springville Safety/Supply	
rain & safety gear	-140.78
Total Springville Safety/Supply	-140.78
Staples	
Eureka office supplies	-61.87
Total Staples	-61.87
Statewide Traffic Safety & Signs	
Replace Warren Creek Meter Pipeline Manifold - Construction signage	-21.40
Total Statewide Traffic Safety & Signs	-21.40
Steven A. Marshall	
expense reimbursement for office supplies	-108.65
expense reimbursement for labe supplies	-6.20
lab supplies	-2.93
Collectors 1 & 1A Lateral Replacement	-69.61
Essex office supplies	-50.78
Essex shop equipment	-21.10
Total Steven A. Marshall	-259.27
Sudden Link	
Eureka office Internet	-204.95
Total Sudden Link	-204.95
Telstar Instruments, Inc	
TRF supplies	-297.92
Chlorine system maintenance	-3,164.85
Total Telstar Instruments, Inc	-3,462.77
The Mill Yard	
materials for IW Reservoir roof latch	-14.08
Replace Warren Creek Meter Pipeline Manifold	-54.27
Remodel TRF Line Shed 5	-78.23
Remodel TRF Line Shed 5	-112.62
equipment supplies	-84.40
replace tool	-52.18
Total The Mill Yard	-395.78
The Times-Standard	
1 MG Domestic Reservoir Roof & Painting - Advertisement for Bid	-2,939.25
Total The Times-Standard	-2,939.25

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

December 2016

Memo	Amount
Thrifty Supply	
Replace Warren Creek meter pipeline manifold	-374.32
meter service supplies	-19.58
Replace Essex eye wash/shower station & drain	-83.29
Total Thrifty Supply	-477.19
Trinity County General Services	
Pickett Peak site lease	-250.00
Total Trinity County General Services	-250.00
Trinity County Solid Waste	
Ruth HQ dump fees	-25.82
Ruth Hydro dump fees	-25.83
Total Trinity County Solid Waste	-51.65
U.S. Bank Corporate Payment System	
Hazardous materials labeling	-157.13
Essex office supplies	-124.52
AWWA Conference - D. Davidsen	-761.89
Essex computer supplies	-50.46
Technical Training - C. Merz	-199.00
Purchase & Install Engine Driven Air Compressor for Unit 8	-1,670.55
Conference Call w/NCRA re: 12KV Switchgear project	-1.76
Technical Training (2 employees) C. Merz & R. Chairez	-250.00
Policy & Procedure workshop - J. Friedenbach	-340.00
Total U.S. Bank Corporate Payment System	-3,555.31
U.S. Postmaster	
Annual PO Box Rental	-102.00
Total U.S. Postmaster	-102.00
USA Blue Book	
TRF meter box pump	-122.36
Total USA Blue Book	-122.36
USTI, Inc	
bill cards	-133.00
Humboldt Bay retail ebill	-12.00
Fieldbrook-Glendale CSD ebill	-15.12
Total USTI, Inc	-160.12
Verizon Wireless	
Operations 1	-1.88
Superintendent	-109.02
Unit 3	-82.84
Electrician	-0.22
Operations 2	-0.81
Water Operations Supervisor - Unit 11	-41.64
Maintenance Supervisor	-39.33
Electrician	-9.33
Unit 6	-6.38
Unit 6	-6.38
Assistant Water Operations Supervisor	-48.36
Spare Operations	-0.22
Total Verizon Wireless	-346.41
West Coast Plumbing	
Replace Warren Creek meter pipeline manifold	-13.54
Total West Coast Plumbing	-13.54

01/04/17

Humboldt Bay Municipal Water District
Expenses by Vendor Detail

SECTION Jaw PAGE NO. 18

December 2016

Memo	Amount
William B. Newell	
mail Ruth Hydro oil samples	-12.29
Ruth HQ lighting maintenance	-43.49
Ruth HQ safety equipment	-37.68
Ruth Hydro safety equipment	-37.67
Ruth HQ remodel	-29.98
expense reimbursement for dishwasher for Ruth HQ	-589.10
Total William B. Newell	-750.21
TOTAL	-255,702.22



COUNTY OF HUMBOLDT

JOHN BARTHOLOMEW
TREASURER-TAX COLLECTOR

825 FIFTH STREET ROOM 125
EUREKA, CALIFORNIA 95501

PHONE: 707-476-2450

FAX: 707-445-7608

TOLL FREE: 877-448-6829

EMAIL: taxinfo@co.humboldt.ca.us

Subject: Interest Apportionment Rate and Other Considerations

December 1, 2016

Honorable Board Members,

Your fund balances in the County Treasury from July through September 2016 (Fiscal 16/17 1st Quarter) earned an annualized interest rate of 1.07%. For comparison purposes, the LAIF (Local Agency Investment Fund) rate was 0.60%.

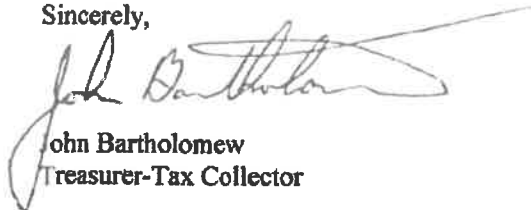
The Federal Reserve is meeting on December 14th and it is very likely that a rate increase will be announced at that time. The certainty of an increase has been growing because economic data is showing the best quarter of growth since 2014. In addition rates have been rising because investors have pulled money from the U.S. bond market on speculation that Donald Trump's victory in the presidential election will pave the way for increased fiscal stimulus which will drive up inflation.

The main topic of conversation relative to the treasury pool has been policy changes under President Elect Donald Trump; while at the same time excluding emotionally driven speculation ranging from fear to elation about what is going to happen. The central thesis emerging has been that new policies will be inflationary, will increase government debt, but should strengthen the economy. We believe the Fed is headed toward higher interest rates but how high and how quickly will only be known after the fact and will depend on how the economy performs after the new administration's policies are put into place. Until those policies take effect we are stuck with the markets speculative reaction to changes that may or may not come to fruition. Time will tell.

The goal of this office, as always, is safety of the public's money while generating as much yield as possible in current market conditions once all liquidity requirements are met. We will diligently continue with that objective in mind.

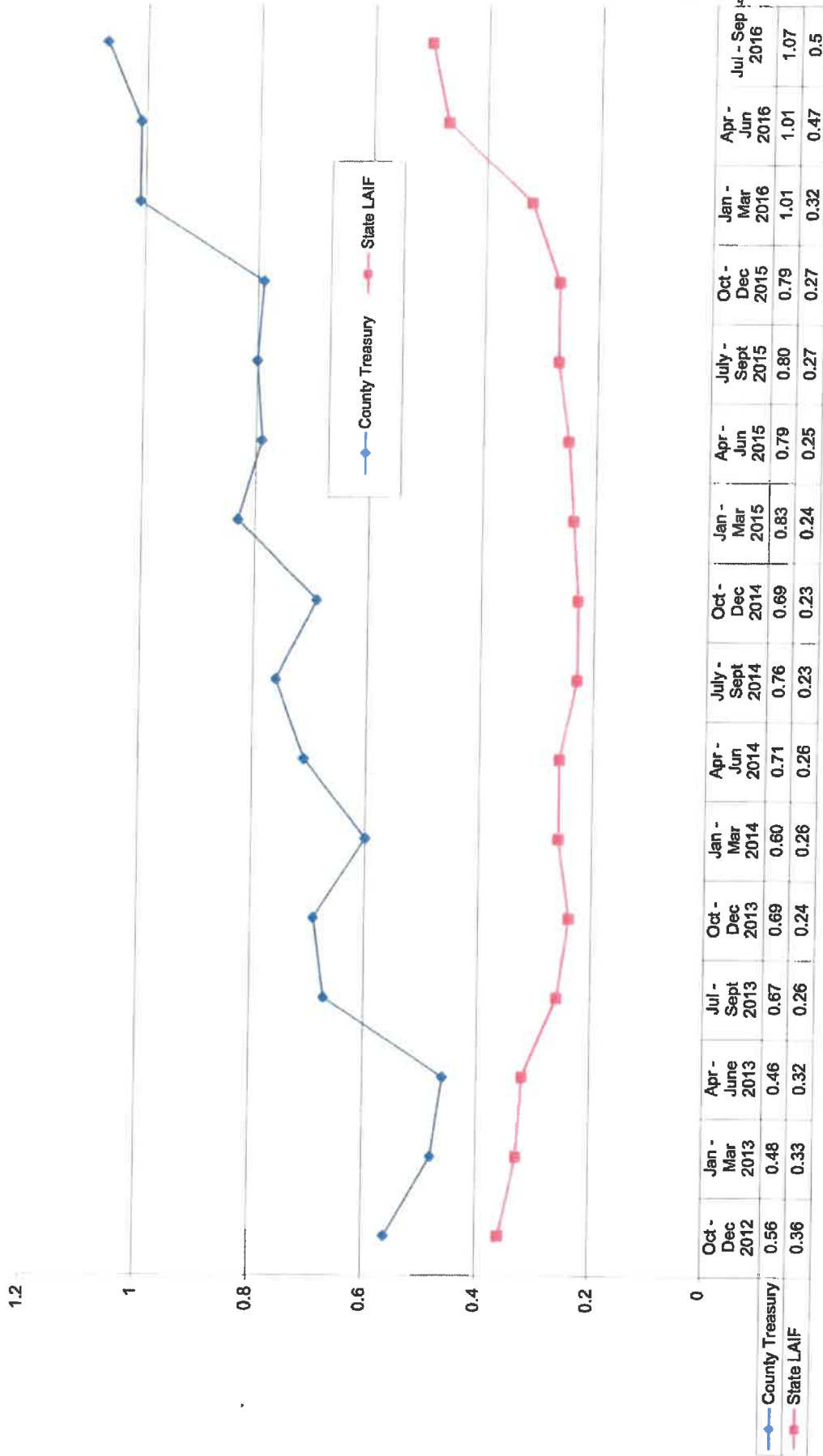
Let us know how we may be of service.

Sincerely,


John Bartholomew
Treasurer-Tax Collector

Humboldt County Treasury Team:
Amy Christensen
Whitney Morgan

Comparison of County Treasury and State LAIF Investment Earning Rates
October 2012 - September 2016



H.B.M.W.D. DEC - 1 2016
Via (mail)

FUND BALANCES
Allocation Account Activity
October 1, 2016 - October 1, 2016
Interest July - September 2016

Account	Fund	Security ID	Current Transaction Rate	Current Transaction Date	Receipt	Trans. Type	Contributions / Transfer In	Disbursements / Transfer Out / Fees	Allocated Earnings	Balance
2710	2710	SYS	1.073	10/01/2016		Alloc/Fee	0.00	0.00	56.13	45,624.05
170 Taxes			1.073							45,680.18
Subtotal and Ending Balance										45,680.18
2711	2711	2711	1.073	10/01/2016		Alloc/Fee	0.00	0.00	1,134.07	419,377.14
MSRA			1.073							420,511.21
Subtotal and Ending Balance										420,511.21
3873	3873	3873	1.073	10/01/2016		Alloc/Fee	0.00	0.00	8,601.54	3,180,635.99
Investment Account			1.073							3,189,437.53
Subtotal and Ending Balance										3,189,437.53
3874	3874	3874	1.073	10/01/2016		Alloc/Fee	0.00	0.00	1,266.32	466,281.60
DwFP			1.073							469,547.92
Subtotal and Ending Balance										469,547.92
3876	3876	3876	1.073	10/01/2016		Alloc/Fee	0.00	0.00	176.53	2,767.09
SRF Payment			1.073							2,963.62
Subtotal and Ending Balance										2,963.62

Humboldt Bay Municipal Water District

To: Board of Directors
 From: John Friedenbach
 Date: January 4, 2017
 Subject: Update to Procedures for Requisitions

BACKGROUND

The current procedures for Requisitions, Purchase Orders, and Short-Form Contracts has been in existence since the year 2000. There are some areas in the current procedures that should be updated. Specifically they are:

- o Purchase level authority
- o Delegation of authority
- o Emergency purchases
- o Credit Card purchases

The current purchase level authority is set at \$750 for the Superintendent. General Manager approval is required for purchases in excess of \$750. Authority levels for purchases should be set based on a balance between operating efficiency needs and financial internal controls to safeguard District assets. Given the levels of our annual operating budget, approximately \$11M, and the operating needs of our water system, the following authority levels are proposed for consideration:

Board of Directors	over \$30,000
General Manager	\$30,000
Superintendent	\$ 5,000
Business Manager	\$ 5,000
Operations Supervisor	\$ 2,500
Maintenance Supervisor	\$ 2,500

The delegation of authority is utilized to ensure continuing operating efficiency in the absence of a particular approval level individual. The following delegation hierarchy is proposed: General Manager may delegate to either the Superintendent or Business Manager. Superintendent may delegate to either the Operations or Maintenance Supervisor.

Emergency purchases are required in those situations that require immediate acquisition of materials and supplies to address non-normal circumstances and situations of dire consequence to the operations of the District. As such, delegation of authority should be authorized to purchase whatever is deemed necessary to respond to and remedy the emergency situation.

RECOMMENDATION

To improve operating efficiency and to clearly delineate purchasing authority levels and delegation of authority levels, staff is recommending that the attached Procedures for Requisitions, Purchase Orders, and Short-Form Contracts be adopted effective immediately.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT**Procedures for Requisitions, Purchase Orders, and Short-Form Contracts****I) PURPOSE**

The purpose of this policy is to: outline procedures for requisitions, purchase orders, and short-form contracts; and each process surrounding the identified documents; and support the District's efforts to implement and adhere to strong internal accounting and operational controls.

Requisitions and Purchase Orders (POs) commit the District to the procurement of District materials, supplies and equipment. Each document identifies the purpose, department, and individual requesting the purchase. This allows the proper accounting for item(s) purchased, and facilitates budgetary controls.

Short-Form Contracts secure outside services (often referred to as force-account assistance); outlining the scope of service to be provided. The General Manager shall approve all Short-Form Contracts. Contracts ensure the appropriate legal protections are available for Construction, Non-Construction, and Professional Services. Short-Form Contracts may be used for work that is contracted out directly by District staff versus contract work requiring coordination with our District engineers.

With respect to construction work, Short-Form Contracts may only be used for projects of less than \$35,000. Generally speaking, the Construction Services contract should be used when the activity being undertaken requires a contractor's license or technical professional services.

II) AUTHORITY

The Operations and Maintenance Supervisors each have authority to approve material, supply and equipment purchases up to \$2,500 under normal operating circumstances. The Superintendent and Business Manager each have the authority to approve material, supply and equipment purchases up to \$5,000 under normal operating circumstances. The General Manager shall approve all material, supply, and equipment purchases over \$5,000 and up to \$30,000. The Board of Directors shall approve all material, supply, and equipment purchases over \$30,000. The Superintendent, Business Manager and General Manager are responsible for ensuring all purchases and service contracts are consistent with the approved budget.

Delegation. During temporary absences, the General Manager may delegate purchasing authority to the Superintendent or Business Manager. During temporary absences, the Superintendent may delegate purchasing authority to the Operations or Maintenance Supervisors.

Emergencies dictate delegation of authority to purchase whatever is deemed necessary to respond to and remedy the emergency situation.

III) PROCEDURES

Approval for all purchases and service contracts must be obtained from the Superintendent or General Manager or the delegated supervisor or manager. It is ideal to request authority in advance however, it is understood circumstances vary. At the least, authority must accompany the purchase order or invoice prior to payment.

a) Requisition and POs

Method 1: A completed Requisition (with the appropriate approvals) shall be submitted to the Eureka office in advance of the purchase. The Eureka office will then issue a PO to the vendor to initiate the purchase.

Method 2: If a purchase is necessary right away, a PO number may be obtained from the Eureka office in advance of a completed Requisition. The completed requisition follows the order noting that it is "Confirming" (indicating that the PO itself does not need to be sent to the vendor to initiate the purchase).

Attached is the Requisition form which must be completed for each purchase. To the greatest extent possible, itemize the purchase and include the price for each item. Include the appropriate PO number, Special Job number (if pertinent) and whether the item is being funded via a line item in the approved Project Budget. Briefly describe the reason for the purchase.

If materials, supplies or equipment are expected to cost greater than \$1,000, and if they are readily available from several vendors, informal bids should be obtained to ensure the District is getting a competitive price. If the materials/supplies are less than \$1,000, and/or if the items are specialized or unique and not available from multiple vendors, a sole source purchase may be made. If informal bids are obtained, record the results on the back side of the Requisition Form.

Once the material, equipment or supplies are received, the packing slips and/or charge tags should be forwarded to the Eureka office immediately. They must be signed and dated by the person receiving or checking in the merchandise to ensure the order is filled and all items received.

Credit Card purchases:

Purchases that are paid with a District credit card are subject to the same PO and Requisition form process. The credit card charge receipt issued at time of purchase must be attached to the Requisition form submittal.

b) Short-Form Contracts

Submit a draft of the appropriate Short-Form Contract to the Eureka Office. Include the contractor's proposal or bid, a description of the services to be provided, the completion date, the price, and any other pertinent information. Provide an example of the required insurance documents to the vendor.

The vendor must submit a Certificate of Insurance demonstrating the required coverages, and an Additional Insured Endorsement naming the "Humboldt Bay Municipal Water District, its directors, officers, employees, or authorized volunteers" as additional insured in the policy.

A fully executed Short-Form Contract and the necessary insurance documents must be completed and in hand before any contract work commences. Once the contractor has completed the full scope of work under the contract, the Accounting & HR Specialist must be notified that the contract is complete and payment may be made.

IV) ATTACHMENTS

- 1: Requisition Form
- 2: Purchase Order
- 3: Sample Short-form Contracts (for Construction, Non-construction, and Professional Services)
- 4: Sample Insurance Documents

Essex Control Center
7270 West End Rd
Arcata, CA 95521
(707) 822-2918

Ruth Headquarters
(707) 574-8418

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PO BOX 95 Eureka, CA 95502
Phone (707) 443-5018 FAX (707) 443-5731

To:

Purchase Order:

Date:

Ordered by:

Confirming

Quantity:	Description:	Unit Cost:	Total:

Grand Total: _____

Reason for Purchase:

Note: This model language is for informational purposes only. It is designed to be used as a guide to the District and its legal counsel in drafting sound risk transfer provisions. The actual drafting of these provisions should be done in consultation with the District's legal counsel. Changes are highlighted

SECTION J2C PAGE NO. 7

**Model Agreement-Contractors
(Small Contracts Without Construction Work)**

Member Water District

Address

Telephone (XXX) XXX-XXXX - FAX (XXX) XXX-XXXX

Some of the important terms of this agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on the Pages 2-4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

Agreement No. _____

The undersigned Contractor offers to furnish the following:

Contract price \$ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by Member Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Member Water District

Contractor:

(Business Name)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Other authorized representative(s):

Other authorized representative(s):

Contractor or supplier (Contractor), agrees with Member Water District that:

- a) To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless Member Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct of Member Water District, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the Member Water District's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Member Water District, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Member Water District, or its directors, officers, employees, or authorized volunteers.
- b) By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

SAMPLE INSURANCE PROVISIONS

Disclaimer: *This is a sample only and its provisions may or may not be applicable to your particular project or contract. The legal requirements may also change over time. You should consult with your risk manager and/or legal counsel before finalizing any sample provision.*

- c) **Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

- 1. **General Liability** – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to Member Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit and shall cover all owned, non-owned, and hired automobiles.

Required Provisions - The general liability and automobile liability policies ~~are to contain, or be~~ endorsed to contain, the following provisions:

1. Member Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 04 13 forms (if later revisions used) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Member Water District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Member Water District, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by Member Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Member Water District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

All of the insurance shall be provided on policy forms and through companies satisfactory to Member Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Member Water District. At the option of Member Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by Member Water District.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Member Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

- d) If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Member Water District at least ten (10) days prior to the expiration date. The Contractor shall, upon demand of Member Water District, deliver to Member Water District such policy or policies of insurance and the receipts for payment of premiums thereon.
- e) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- f) Payment, unless otherwise specified on Page 1, is to be _____ days after acceptance by Member Water District.
- g) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- h) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Member Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

Note: This model language is for informational purposes only. It is designed to be used as a guide to the District and its legal counsel in drafting sound risk transfer provisions. The actual drafting of these provisions should be done in consultation with the District's legal counsel. Changes are highlighted

*****DO NOT USE THIS MODEL IF THE CONTRACT IS OVER \$25,000 AND EXCAVATION OF 5 FEET OR MORE IS PLANNED. USE THE "MODEL RISK TRANSFER CLAUSES - CONSTRUCTION".*****

**Model Agreement-Contractors
(Small Contracts With Construction Work)
Member Water District**

Address _____
Telephone (XXX) XXX-XXXX - FAX (XXX) XXX-XXXX

Some of the important terms of this agreement are printed on Page 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2-4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____
_____ Agreement No. _____

The undersigned Contractor offers to furnish the following:

Contract price \$ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by Member Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Member Water District

Contractor:

By _____

(Business Name)
By _____

Title _____

Title _____

Date _____

Date _____

Other authorized representative(s):

Other authorized representative(s):

Contractor or supplier (Contractor), agrees with Member Water District that:

Indemnification: To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless Member Water District, its directors, officers, employees, or authorized volunteers (collectively the District) from all claims and demands of all persons arising out of or in connection with this Contract or the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Member Water District, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the Member Water District's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Member Water District, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by Member Water District, or its directors, officers, employees, or authorized volunteers.

SAMPLE INSURANCE PROVISIONS

Disclaimer: This is a sample only and its provisions may or may not be applicable to your particular project or contract. The legal requirements may also change over time. You should consult with your risk manager and/or legal counsel before finalizing any sample provision.

Workers' compensation Coverage: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. **General Liability** – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to Member Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Excess Liability** - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Member Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 and CG 20 37 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Member Water District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Member Water District, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by Member Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Member Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Member Water District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Member Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Member Water District. At the option of Member Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Member Water District.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Member Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 10 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Member Water District at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall

constitute a material breach of contract. The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."

Payment, unless otherwise specified on Page 1, is to be _____ days after acceptance by Member Water District.

Safety: Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

In the performance of this contract the contractor shall comply with all applicable, including but not limited to, Federal, State and local laws governing safety, health and sanitation related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Member Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

Note: This model language is for informational purposes only. It is designed to be used as a guide to the District and its legal counsel in drafting sound risk transfer provisions. The actual drafting of these provisions should be done in consultation with the District's legal counsel. Changes are highlighted.

Model Agreement-Professional Services
(With General & Auto Liability Exposures With Additional Insured Endorsement)
Member Water District
Address
Telephone (XXX) XXX-XXXX - FAX (XXX) XXX-XXXX

Some of the important terms of this agreement are printed on Page 2 & 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 & 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

_____ Agreement No. _____

The undersigned Consultant offers to furnish the following:

Contract price \$ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by Member Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Member Water District Consultant: _____
(Business Name)

By _____ By _____

Title _____ Title _____

Other authorized representative(s): _____
Other authorized representative(s): _____

- a. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Member Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Member Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Member Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Member Water District, its directors, officers, employees, or authorized volunteers.
- c. **Workers' Compensation:** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. **Professional Liability:** Consultant will file with Member Water District, before beginning professional services, a certificate of insurance satisfactory to Member Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Member Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Member Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Member Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Member Water District evidencing

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit - The consultant shall maintain limits no less than the following

- 1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
- 2. Auto liability - One million dollars \$1,000,000 for bodily Injury and property damage each accident limit;
- 3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable);

Required Provisions –

- The general liability coverage shall give Member Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Member Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Member Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Member Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Member Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
 - **Evidences of Insurance** - Prior to execution of the agreement, the Consultant shall file with Member Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Consultant shall maintain the Insurance required by this agreement for a period of not less than 5 years following the termination or completion of this agreement. Consultant further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Member Water District at least ten (10) days prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- h. Payment, unless otherwise specified on Page 1, is to be _____ days after acceptance by Member Water District.
- i. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Member Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/15/0X

PRODUCER
Joe Smith Insurance Agency
P.O. Box 1123
Anytown, CA 92456

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEL

INSURED
John Doe Contractor
1234 Hudson Street
Anytown, CA 92456

COMPANIES AFFORDING COVERAGE
COMPANY A Value Insurance Company
COMPANY B Best Insurance Company
COMPANY C Auto Insurance Company
COMPANY D


SPECIMEN

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	ABC 992 1236	07/01/0X	07/01/0X	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 TIME EXP (Any one person) \$ 5,000
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	R214976	05/15/0X	05/15/0X	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WCA 12 34 909685	01/01/0X	01/01/0X	WC STATU- IOTH- TORY LIMITS ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
Humboldt Bay Municipal Water District
PO Box 95
Eureka CA 95502

CANCELLATION: 30 days for non-payment
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO GIVE 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
 AUTHORIZED REPRESENTATIVE


INSURED: John Doe Contractor
POLICY NUMBER: ABC 992 1236

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Humboldt Bay Municipal Water District, its directors, officers, employees and authorized volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The insurance provided by this policy shall be primary as respects any claims. Any insurance, self-insurance, or other coverage maintained by Humboldt Bay Municipal Water District, its directors, officers, employees or authorized volunteers will not contribute to it.


Authorized Signature
Bob Brown, Value Insurance Co.

CERTHOLDER COPY

STATE P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807
COMPENSATION
INSURANCE

FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-05-2004

GROUP: 11
POLICY NUMBER: 12345
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 10-01-2005
10-01-2004/10-01-2005

THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT
OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS
P.O. BOX 95
EUREKA CA 95501

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER

Any Group
123 Main Street
Eureka CA 95501

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: January 4, 2017
Subject: Cal-Card Credit Cards for Operations & Maintenance Supervisors

BACKGROUND

As you may recall, in September 2015 the Board authorized switching the District credit cards to the Cal-Card system administered by US Bank. Currently, the General Manager, Superintendent and Business Manager have District credit cards. The limits on the cards are: \$50,000; \$50,000; \$10,000 respectively.

Purchases made using the Cal-Card are governed by the District's internal accounting controls as delineated in the Procedures for Requisitions, Purchase Orders, and Short-Form Contracts. Typical purchases are currently made for: computer software, training, conferences, securing lodging and airfare for ACWA, CSDA, AWWA and other training events, materials, supplies and small tools.

CREDIT CARDS FOR MAINTENANCE AND OPERATIONS SUPERVISORS

The Maintenance and Operations Supervisors routinely secure goods and services for the daily operations of the District. In addition, they often travel for required training. There have been challenges in obtaining authorization by the Superintendent due to work commitments to utilize his District credit card for certain purchases. The addition of individual credit cards assigned to the Maintenance and Operations Supervisors will eliminate these delays and improve operational efficiency.

RECOMMENDATION

Authorize the addition of two District credit cards to the Cal-Card system. One will be assigned to the Maintenance Supervisor and one will be assigned to the Operations Supervisor. The credit limits will be \$2,500 for each card. Staff is recommending authorization of two additional cards to provide redundant purchasing ability when the needs arise so District operations are not impacted.

Operations

Memo to: HBMWD Board of Directors
From: Dale Davidsen, Superintendent
Date: January 5, 2017
Subject: Essex/Ruth December 2016 Operational Report

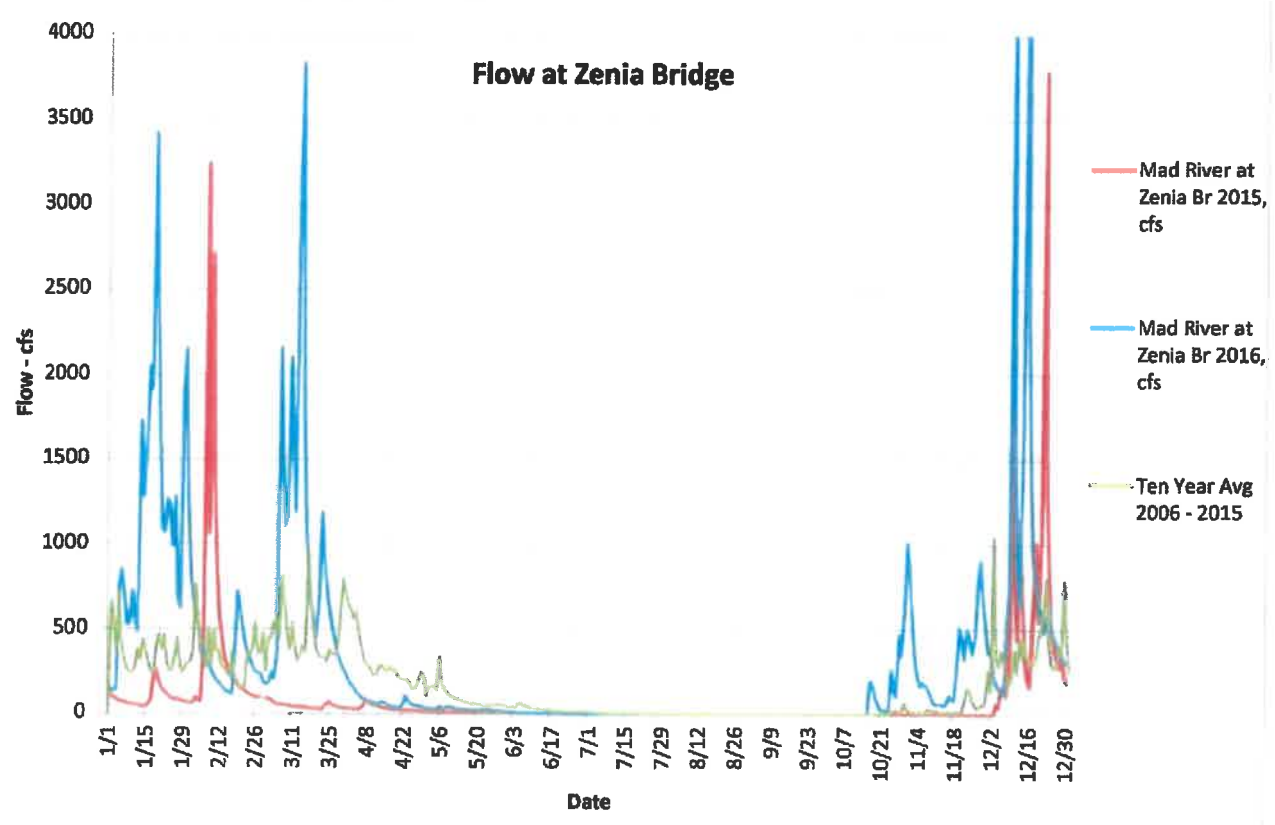
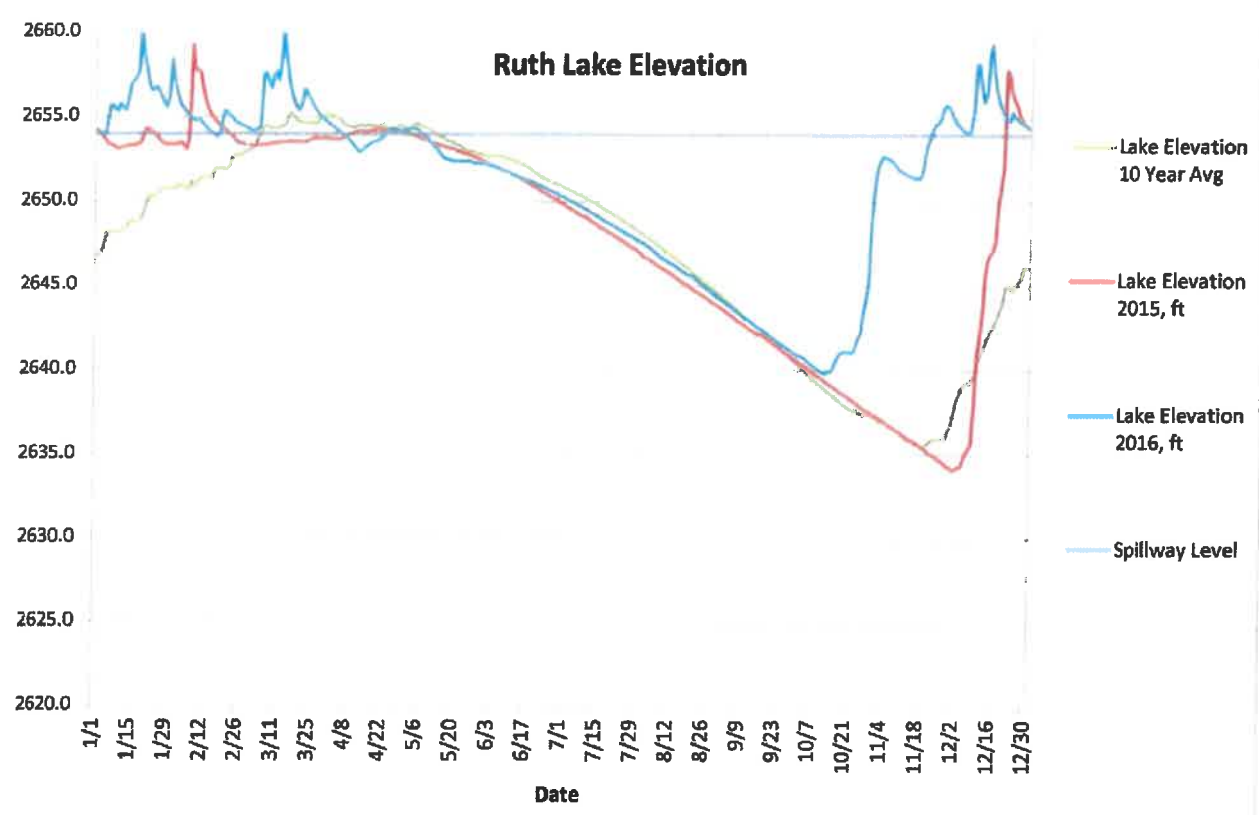
Ruth Lake, Upper Mad River and Hydro Plant

1. The high flow at Mad River above Ruth Reservoir (Zenia Bridge) during the month was measured on December 15th at 6,300 cfs and the low flow was measured on December 7th at 116 cfs.
2. The conditions at Ruth Lake in December were as follows:
 - a. The lake level on December 31st was 2654.41 feet which is:
 1. 1.06 feet lower than November 30th, 2016
 2. 0.03 feet higher than December 31st, 2015
 3. 7.32 feet higher than the ten year average
 4. 0.41 feet over the spillway
3. We measured 13.10 inches of rain at Ruth Headquarters during the month with a high reading of 3.65 inches measured on December 15th.
4. Ruth hydro power production was 979,800 kWh during the month with 1 shutdown and 1720 KWh lost power.
5. The high discharge flow from the lake this month was 4386 cfs on December 15th and the low release flow from the lake was 245 cfs on December 6th.

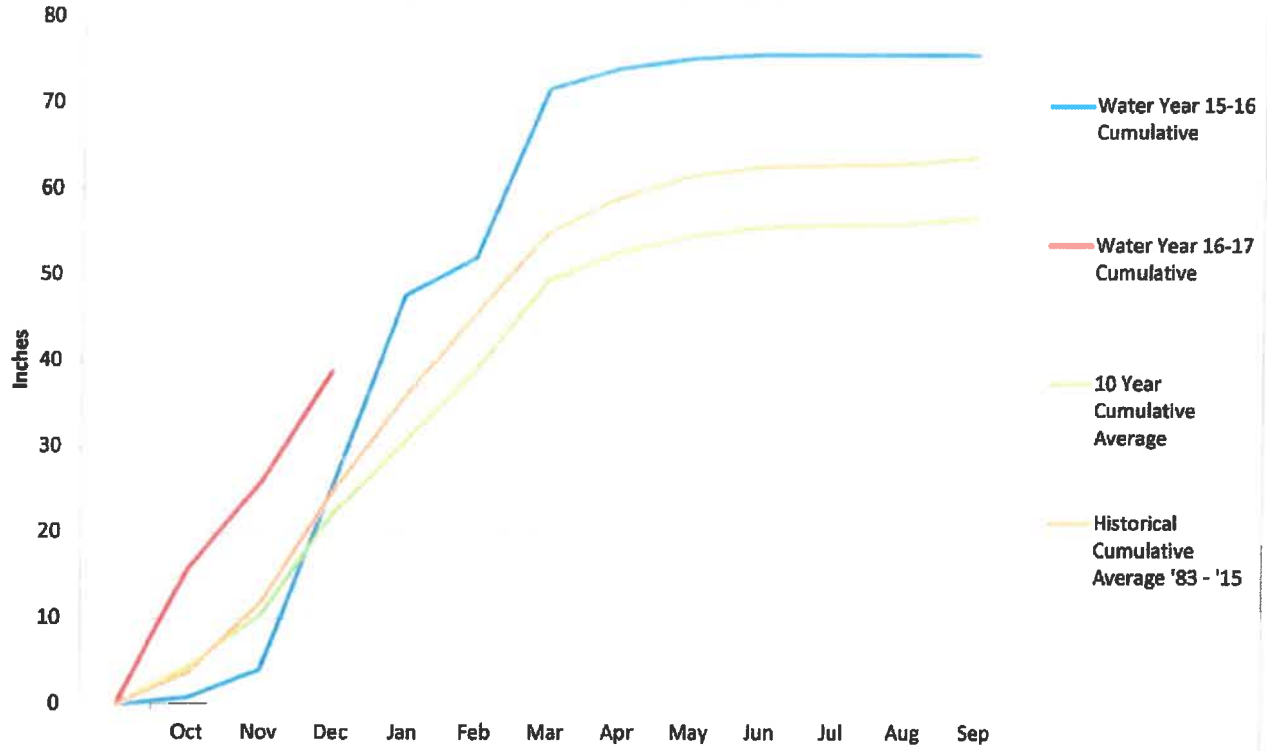
Winzler Control, TRF and Lower Mad River

6. The river at Winzler Control Center reached a high recorded flow of 22,700 cfs and a level of 31.6 feet on December 15th. The low river flow was on December 7th with a flow of 1140 cfs and a level of 23.6 feet.
7. The domestic water conditions for November were as follows:
 - a. The monthly turbidity average was 0.03 NTU, which meets Public Health Secondary Standards.
 - b. We metered 233.209 million gallons at an average of 7.523 MGD.
 - c. The maximum metered daily municipal customer use was 8.197 MGD on December 8th.
8. The Turbidity Reduction Facility ran 31 days in December. The conditions were as follows:
 - a. Filtered water production was 246.791 million gallons.
 - b. Average monthly source water turbidity was 1.40 NTU.
 - c. Average monthly filtered water turbidity was 0.05 NTU.

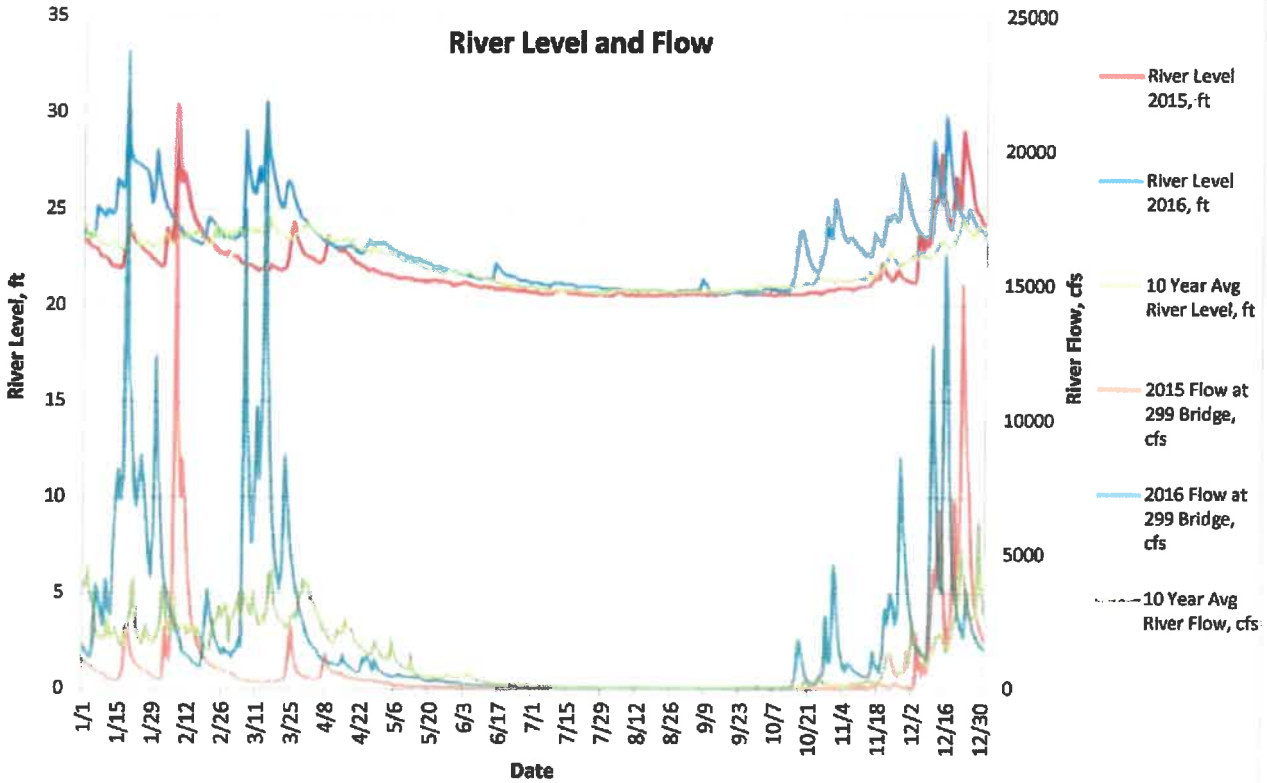
9. December 2nd – I met with Ridgeline Enterprises at Ruth Headquarters to get estimate for Hazardous Tree Removal
10. December 5th-6th – Telstar was on site doing CL2 system and Analyzer maintenance.
11. December 7th – Safety meeting – SCBA (Self-Contained Breathing Apparatus) Donning & Doffing.
12. December 8th – M6.5 Earthquake off the Coast – Caused numerous calls from FERC and other agencies. Brian did not feel it at Ruth but due to the size and attention it drew I had him do an inspection of the dam and complete report.
13. December 13th – Met with Nate (GHD) and a contractor at the 1 Mg reservoir to answer questions on Reservoir Roof replacement project.
14. December 14th – Weir pump failed at Ruth, Maintenance went up to troubleshoot and ordered repair parts.
15. Notable, Ongoing & Current projects
 - a. Collector 1 – 1A lateral replacement
 - b. Fieldbrook Communications upgrade
 - c. Arcata intertie Radio Link to SCADA
 - d. Samoa Wireless Communications Project
 - e. TRF Security



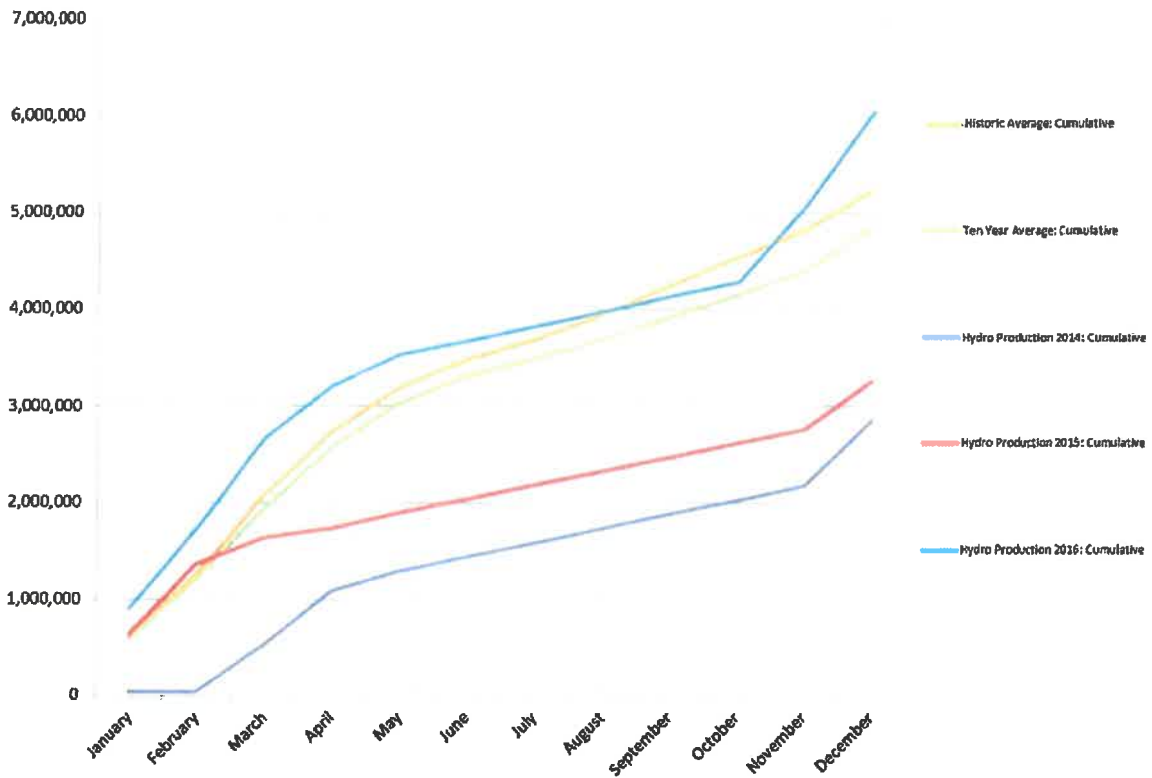
Ruth Rainfall - Water Year 2016-2017




River Level and Flow



Ruth Hydro Production: kW per Month



Confidential: Documents submitted under General Order 66-C, §52.8 and PU Code §583

 Pacific Gas and Electric Company® Purchase / Sales Invoice Invoice Number: 82420 Delivery Period Start: 11/01/2016 Delivery Period End: 11/30/2016 Invoice Date: 12/09/2016 Due Date: 12/30/2016 Log Number: 19H051 Account Code: 2320900 Meter Channel: LJ600B Contract Start: 04/10/1983	From: Pacific Gas and Electric Company 77 Beale Street San Francisco, CA 94105	To: HUMBOLDT BAY MWD P. O. Box 95 Eureka, CA 95501
	Contract Manager: Nancy Breckenridge Phone: 415-973-4092 Email: NJB6@pge.com	Project Name: HUMBOLDT BAY MWD Payment Method: CHECK Vendor Number: 1024538
	Settlement Analyst: Kimberly Song Phone: 415-973-5815 Fax: 415-973-9505 Email: KSSW@pge.com	Contact: Steve Marshall Phone: 707-822-2918 Fax: Email: ops@hbmwd.com

Payment Name	Quantity	Unit	Amount
Energy Payment 11/01/2016 - 11/30/2016	795,590	MWh	\$-23,725.61
As-Delivered Capacity Payment	662.712	MWh	\$-1,882.26
		Net Total	\$-25,607.87

Total Amount Due to HUMBOLDT BAY MWD on Due Date: 12/30/2016**USD \$ 25,607.87**



Humboldt Bay Municipal Water District Ruth Hydro Production Report - Since June 1983

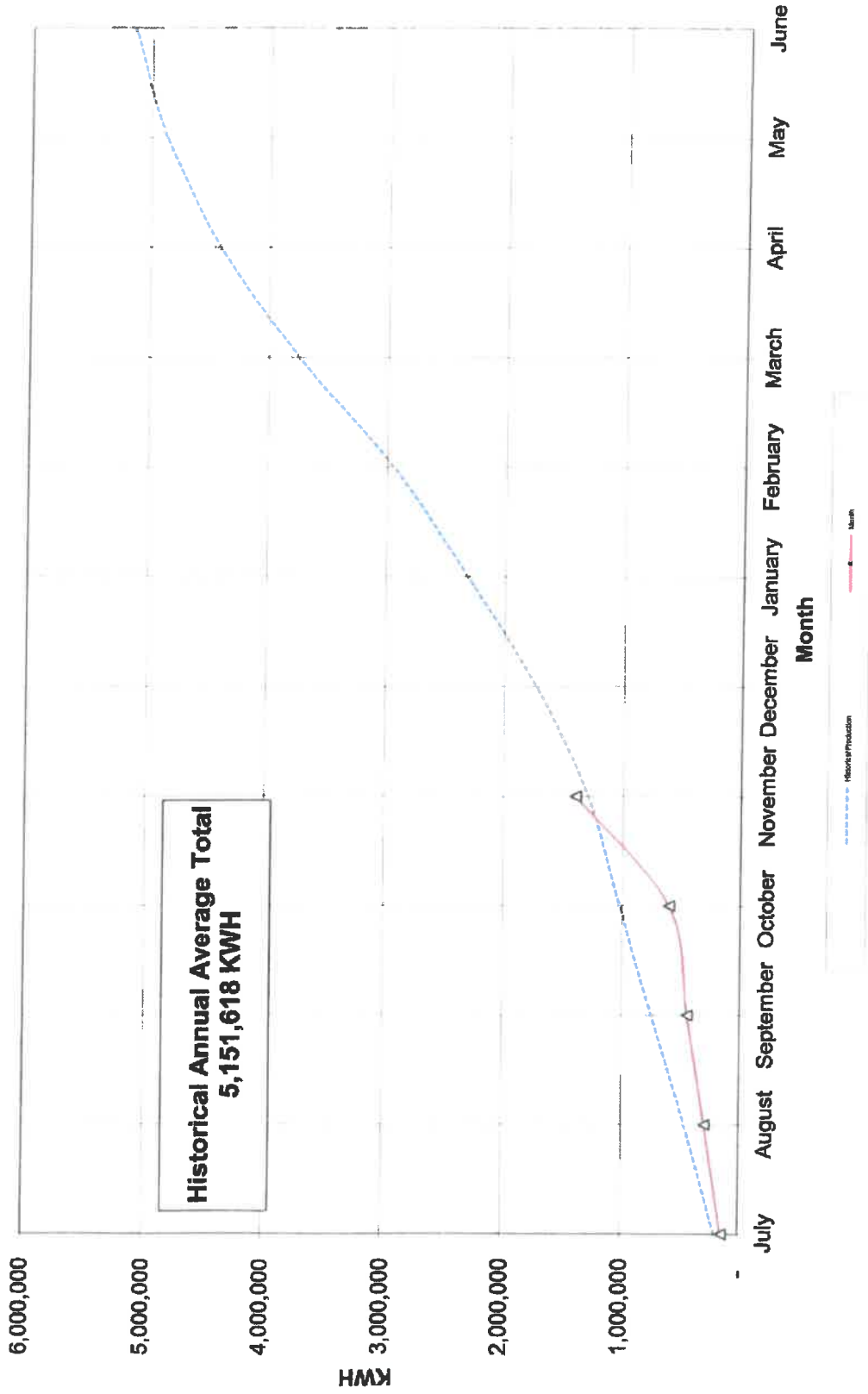
	Total Kwh Production	Production for Period Ending 11/30/2016	Average Monthly Kwh Production
On Peak	11,519,130		28,583
Part Peak	57,000,602	287,476	141,441
Off Peak	81,807,665	373,125	202,997
Super Off Peak	26,120,339	132,496	64,815
Grand Total	176,447,736	793,097	437,836

Grand Total Revenues \$8,626,440.11

No. of Months of Operation 403

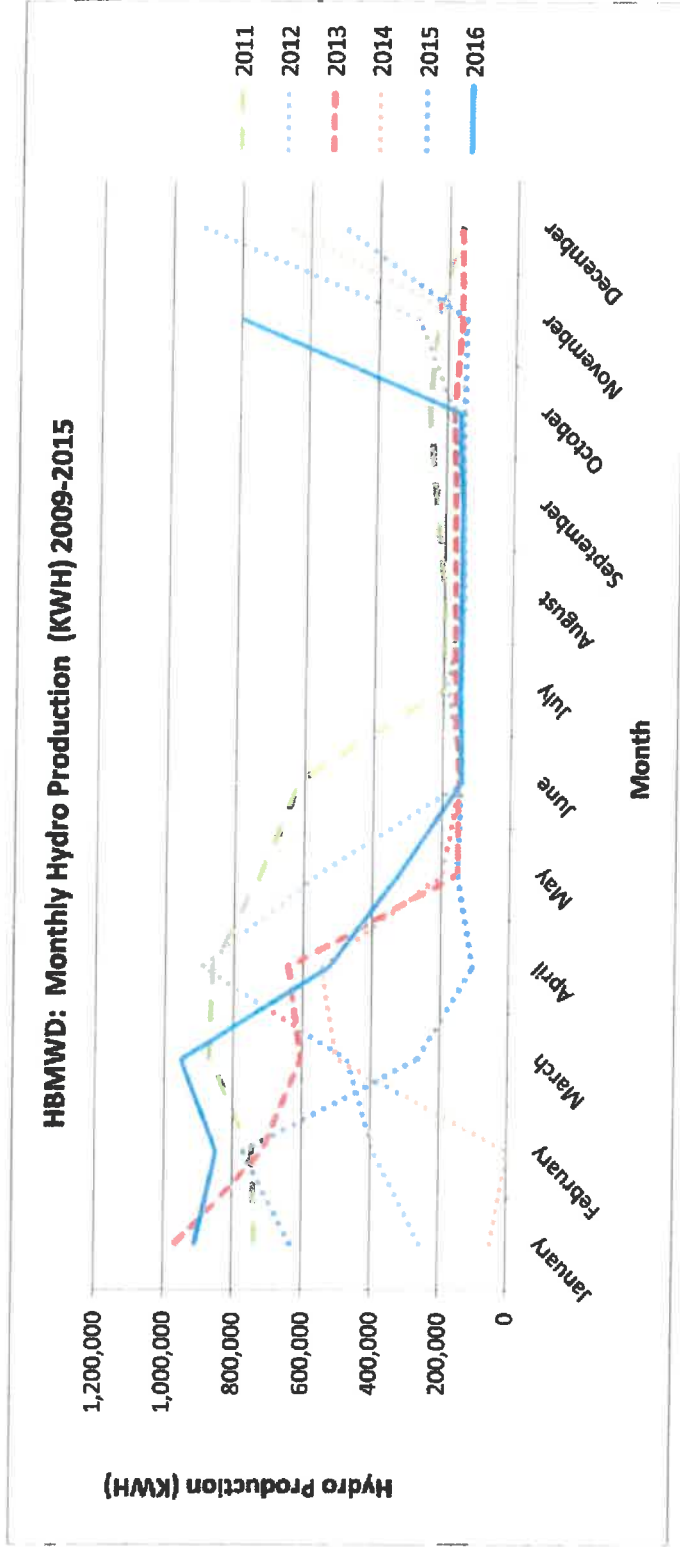
Average \$/Kwh \$0.0489

**Historical vs. Actual Cumulative Production
Gosselin Hydroelectric Plant @ Ruth Lake
All Data in Kilowatt Hours**



**Humboldt Bay Municipal Water District
Monthly Hydro Electric Production (KWH) for CY2011 - 2016**

Month	2011	2012	2013	2014	2015	2016
January	731,895	255,300	962,724	47,002	632,611	907,103
February	743,385	390,898	713,055	0	769,170	848,575
March	868,396	470,351	605,327	501,812	261,555	950,250
April	862,182	892,452	642,402	545,893	106,258	523,573
May	720,776	553,888	152,795	196,968	151,803	323,636
June	613,500	138,181	152,044	147,630	143,055	142,248
July	197,448	186,027	164,775	149,503	150,599	147,564
August	196,872	151,424	168,428	148,220	140,977	147,531
September	224,463	147,850	169,768	145,020	145,468	148,770
October	249,000	179,706	178,812	148,715	147,574	159,930
November	226,807	282,768	157,195	148,816	145,196	793,097
December	159,636	923,766	160,936	665,823	510,915	
Total Annual	5,794,360	4,572,611	4,228,261	2,845,402	3,305,181	5,092,277



Memo to: Board of Directors

SECTION J3C, PAGE NO. 1

From: Dale Davidsen, Superintendent

Date: January 4, 2017

Subject: Hazardous and Dead, Dying, Diseased Trees at Ruth Headquarters

As you may recall, last month I shared two quotes for removal of Hazardous, Dead, Dying and Diseased trees at Ruth Headquarters. These trees pose immediate hazards to individuals and District property at this facility. One quote from Dan Collins Tree Service was for \$80,000 and the other from Ridgeline Enterprise was for \$20,000 with a couple of additional options. Option 1) chip slash onsite add \$2,000 and; Option 2) Haul Logs offsite add \$2,500.

Staff recommends contracting with Ridgeline Enterprise to remove approximately 40-50 selected trees at our Ruth Headquarters, deck the logs onsite for \$20,000 and chip all slash from tree removal onsite for an additional \$2,000 for a total cost of \$22,000, as soon as weather permits. (See updated quote attached)

Since this is not currently a budgeted project, staff recommends paying for this work out of the Maintenance Emergency Repair budget line item. Currently we have spent \$4,590 of the \$50,000 budgeted for emergency repairs. Utilizing this budget line item would leave \$23,410 in the Emergency Repair budget after spending \$22,000 for the hazardous tree removal.



P.O. Box 5988
Eureka, CA 95502
(707) 601-1419
ridgelineenterprise@gmail.com

H.B.M.W.D
c/o Dale Davidson
Ruth, CA
822-2918

January 6, 2016

Proposal

RidgeLine Agrees to:

- Perform Dead, Dying, Diseased
 - Remove selected trees
 - Logs to be decked and left on site
 - Slash chipped and left on site
 - Not responsible for damage to grounds due to equipment usage
 - Any reasonably moved property in work area must be moved prior to the start of the project. Water lines in the logging zones need to be rolled back

The price of this contract is for the work described above; any additional work will be billed in addition to this contract with prior approval by customer. Payment must be received in full upon completion of project.

The price of above stated work: \$22,000.000

By signing this contract, customer agrees to have read, understood, and accepted all information included in the customer information sheet. If you have not received a customer information sheet, please contact Ridgeline for a copy.

Customer Signature: _____

Date: _____

RidgeLine Signature: _____

Date: _____

DAN COLLINGS TREE SERVICE
104 Douglas Street
Rio Dell, California 95562
License No. B-9936, Tax ID#
91-2186466
707-764-5416

SEND TO

Humboldt Municipal Bay Water District
FUPT@HBMWD.COM

ESTIMATE

DATE

12/7/2016

ESTIMATE

491

DESCRIPTION

AMOUNT

Remove all trees marked with blue paint. Deck logs in designated areas, chip limbs and dump chips in designated area at Humboldt Bay Municipal Water District headquarters, Ruth Lake.

80,000.00

Total

80,000.00

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: January 5, 2017

Re: Forestry Management – Ruth Lake Buffer Strip

Background

The District owns property in and around Ruth Reservoir commonly known as the “Buffer Strip”. The Buffer Strip is slightly less than 3,000 acres. See map attached. Much of the Buffer Strip has existing timber. The timber is a mixture of primarily pine with some douglas fir and mixed hardwood. In the past, the District has periodically harvested timber from the Buffer Strip to maintain a healthy forest environment. The last such timber harvest occurred in the late 1990’s. As noted in the attached letters from Rhett Imperial, Department of Forestry and Fire Protection (DFFP) area representative, there are significant amounts of dead, dying and diseased trees that exist currently on the Buffer Strip, which need to be addressed. See attached letters dated March 19, 2015, April 18, 2016, and November 21, 2016.

Under the terms of Ordinance 16, any net timber sales revenue is credited to our Municipal customers as a Price Factor 2 credit. Although this could provide some rate relief during the year of a timber harvest, current market conditions are not favorable for the primary species of pine in the buffer strip. Based on informal discussions with the District’s Licensed Timber Operator (LTO) concerning our current Dead, Dying and Diseased Exemption Permit, it is questionable whether or not a harvest of the dead trees will produce any net profit to the District.

Discussion

Per the Board’s request, staff has investigated Timber Management Plans, Timber Harvest Plans and other forestry management options for the Buffer Strip around Ruth Lake. Attached is a summary letter by Dan Graybill of James L Able Forestry Consultants, Inc. which describes various timber management options. Although timber management is not the core purpose of our District, some level of management is necessary to support District operations for a number of reasons. Perhaps most importantly, the presence of dead trees near the reservoir poses a significant risk of such timber being felled in storms and washing into the reservoir, and building up on the log boom. The most important probable failure mode for Matthews Dam analyzed in the recent dam safety analysis is associated with logs and other materials blocking the spillway, thus causing water to flow over the top of the dam and erode the downstream face. Timber management to prevent such a scenario is critical to the operations of the reservoir.

Additionally, water quality can be affected by dead trees falling, creating large soil disturbances that can cause erosion. Active timber management relating to watershed condition is thus important to the District.

Options

The following is a summary of various timber management mechanisms.

- Timber Management Plan – Cost: \$50,000 to \$75,000.
 - TMP's are used to facilitate grant funding and to delineate landowner goals and objectives. Does not authorize harvest of timber. It is more of a planning document.
- Timber Harvest Plan – Cost: \$30,000 to \$75,000
 - Used to delineate terms and conditions of timber harvest. Includes authorization by DFFP to harvest timber.
- Tree Removal Exemption Permits from THP – Cost: zero for permit, \$2,500 to \$5,000 annually for Registered Professional Forester (RPF) if desired.
 - Once exemption permit is approved by DFFP, landowner may harvest timber under conditions of exemption permit. Conditions vary by permit type.

Recommendation and Action

Staff recommends immediately taking action to actively manage timber in the Buffer Strip. We propose using the DFFP Exemption Permits to manage the immediate timber harvest need to address the growing pest infestation and drought impacts which have resulted in large concentrations of dead, dying and diseased trees within the Buffer Strip. This will dramatically lessen the potential hazard of dead trees reaching the spillway in a high water event. The least cost and recommended approach is to utilize the various exemption permits offered by the DFFP. These exemption permits are: 1) Christmas tree; Dead, dying or diseased, fuelwood or split products exemption; 2) Drought Mortality Exemption; 3) Structure Protections Exemption; 4) Utility Right of Way Exemption; 5) Forest Fire Prevention Exemption. These timber harvest exemptions do not require permit fees and they can be managed with minimal cost through the use of a RPF on a limited scope contract.

Timber Cruising

Forest Property Management

JAMES L. ABLE
FORESTRY CONSULTANTS, INC.
1410 Second Street
Eureka, CA 95501
(707) 445-4130

January 4, 2017

To: Humboldt Bay Municipal Water District

From: James L. Able Forestry Consultants Inc.

Subject: Ruth Lake Reservoir Forest Management

The land surrounding Ruth Lake Reservoir is a complex combination of varying uses and management needs. The uses vary from lease lots to campgrounds to cattle grazing. It is safe to say this poses a certain level of complexity when it comes to managing the timber resources within the ownership. With the numerous objectives that need to be met come a variety of options to attain those goals. After having a chance to examine a portion of the stand I have observed an alarming number of dead and dying Ponderosa Pine trees. The areas I looked at include the area around the HBMWD Headquarters and areas up lake from Hobart Creek on both sides of the channel to the Zenia Bridge. Currently the most pressing issues to deal with are the dead and dying trees and the beetle infestation. The drought stressed trees add to the fuel loading and contribute to the very real probability of severe wildfires. The current conditions are a result of drought, beetle attack, and a lack of proactive forest management. Addressing these forest health issues will also help to address the ongoing fuels management task. This means getting the affected trees out of the stand to curb the insect spread and reduce fuel loading. This would involve filling the appropriate permits with Cal Fire and having an RPF Mark the affected trees for removal. Without action the infestation will continue to grow, exacerbating the existing fire hazard. Following the initial treatment, annual monitoring should take place to identify future problem areas. Identifying forest health concerns on a yearly basis would help to prevent widespread insect and disease outbreak. This yearly monitoring would be relatively inexpensive compared more detailed management options.

Below I have outlined different options ranging in management intensity and cost. It is my opinion that immediate stand management objectives can be met utilizing a combination of permits. Once the immediate problems have been address a longer term approach can be developed.

There are more detailed descriptions to follow but this is our best estimates for our forestry consulting costs for the projects discussed during the meeting on January 3rd 2017:

Forestry Consulting costs:

Initial treatment: \$20,000.00

Timber Management Plan: \$50,000.00 to \$75,000.00

The Dead and dying exemption can cover the ownership allowing for incidental removal of dead trees. Where the limits of that exemption are exceeded due to volume the Drought Mortality Exemption can be used for larger areas. If additional trees need to be removed around houses or utility lines the appropriate exemptions can facilitate that as well.

Timber management plans can vary greatly depending on what they are needed for and the level of detail required. Below is a general description of what goes into a Timber Management Plan.

Timber Management Plan:

The most important thing to take into consideration for a Timber management Plan (TMP) is the purpose. What is the TMP needed for and what is it designed to accomplish? TMPs are often used to facilitate grant funding programs such as CFIP or NRCS grants. Other TMPs simply document a landowners management objectives and provides a guiding document to direct management decisions. Aspects that a TMP typically addresses are:

Overview:

- Statement of landowner goals and objectives
- Property maps and ownership descriptions
- Timber inventory and Growth
- Property infrastructure (roads, structures, utilities, fire breaks, drafting sites, fencing etc.)
- Insect and disease inspection, protection and salvage
- Fire protection practices (Fire plan, Fire safe council, Wildland Urban interface planning)
- Timetable for review and update of management plan

Stand Description and inventory Data:

The property should be broken into logical management units based on specific site characteristics. Things to consider would be; Stand age and species, stand health, soil type, stocking, site quality, and land use among other considerations.

Forest Management activities:

- Timber harvest (Interval and volume)
- Regeneration practices
- Thinning (commercial and pre-commercial)
- Fire safe projects (funding may be available)
- Forest health projects (address insect and disease in the stands)
- Harvest Plan preparation and implementation (THP or NTMP)*
- Wildlife management (habitat restoration or improvement)
- Water resource protection (Improve and maintain riparian infrastructure)
- Projects to enhance the stand's aesthetics, recreational uses
- Update inventory and growth data as needed
- Maintain plant and animal surveys (endangered plant and animal surveys)

*It should be noted that and Timber Management Plan is not a Timber Harvest Plan. A Timber Harvest Plan (THP) is a permit to harvest timber and should not be confused with a Management Plan. There are

two basic types of permits: Timber Harvest Plans and Non-Industrial Timber Management Plans (NTMP). Both the THP and the NTMP are permits from the state that go through a review process involving numerous state and federal agencies. THPs are good for 7 years and NTMPs (which are more restrictive) are good in perpetuity.

A management plan can offer a wide range of assistance and guidance to a landowner interested in cultivating a desired objective. The initial cost for a TMP is high and the subsequent harvest permits will also be expensive.

Cal Fire has various permits called exemptions. These are for case specific scenarios where it has been determined that the extensive review process is not necessary or is not feasible due to physical, environmental, or safety concerns. These exemptions are fairly restrictive and are not intended for large scale timber harvest operations. Some examples of applicable exemptions are outlined below:

- Christmas tree; Dead, dying or diseased, fuelwood or split products exemption
This allows for the harvest of up to 10% of the volume per given acre.
The trees must be dead or dying.
- Drought Mortality Exemption
This allows for clearing up to 20 acres of dead and dying trees due to drought stress (More acres are possible with the assistance of and RPF).
- Structure Protections Exemption
This allows for fire hazard removal around inhabited, permitted structures within 300 feet.
There are retention and slash disposal requirements.
The trees do not have to be dead or dying.
- Utility Right of Way Exemption
This allows for the removal of trees around public and private utilities such as power lines
The trees do not have to be dead or dying
- Forest Fire Prevention Exemption
This allows for the removal of small trees with the intent to reduce fire danger
The trees do not have to be dead or dying

Cost:

Initial Treatment:

This would be to cover the initial treatment of the areas currently showing signs of beetle infestation and tree mortality. This would cover the areas around the HBMWD headquarters and up lake from there. This cost includes Marking, log sale, permitting and logging administration. This figure is a general estimate and can be adjusted with further direction.

-\$20,000.00

Timber Management Plan:

This would cover the constructing of a Management Plan covering the entire ownership. This estimate is intended to give a general idea of what a project of this scale could cost. This figure is a general estimate and can be adjusted with further direction.

-\$50,000.00 to \$75,000.00

Please feel free to contact me with any further questions.

Thank You,

A handwritten signature in black ink, appearing to read "Dan Graybill", with a horizontal line extending to the right.

Dan Graybill, RPF #2943
Staff Forester



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

[Office Address]
[Office Phone Number]
Website: www.fire.ca.gov



March 19, 2015

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
828 7TH ST
EUREKA, CA 95501

NOTICE OF INSPECTION

Section 4604 of the Public Resources Code (PRC) requires the department to inspect timber operations for compliance with the Forest Practice Act and rules of the Board of Forestry and Fire Protection.

Harvest Document: 1-14EX-311-TRI
Inspection Date: March 05, 2015
Inspection Type: Inactive
Inspection Number: 1
Person Contacted: CAROL RISCHE

Spent the day inspecting and discussing the dead, dying & diseased trees within the 1000 acre plus ownership of the Humboldt Bay Municipal Water District. They intend to begin harvesting within the next few months.

If you have any question about this matter, please contact Rhett Imperiale at 707-599-6552.

Signature

Rhett Imperiale
Forester II RPF#2697
Cal Fire HUU
118 Fortuna Blvd.
Fortuna, Ca. 95540

cc: Unit, Region, LTO, TLO, RPF, other



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

[Office Address]
[Office Phone Number]
Website: www.fire.ca.gov



April 18, 2016

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
828 7TH ST
EUREKA, CA 95501

NOTICE OF INSPECTION

Section 4604 of the Public Resources Code (PRC) requires the department to inspect timber operations for compliance with the Forest Practice Act and rules of the Board of Forestry and Fire Protection.

Harvest Document: 1-16EX-099-TRI
Inspection Date: April 15, 2016
Inspection Type: Inactive
Inspection Number: 1
Person Contacted: NONE

A visual assessment of the property around Ruth Lake under control of Humboldt Bay Municipal Water District exhibited a fairly significant amount of dead, dying and diseased trees that could be harvested under this exemption.

If you have any question about this matter, please contact Rhett Imperiale at 707-599-6552.

Signature

Rhett Imperiale
Forester II RPF#2697
Cal Fire HUU
118 Fortuna Blvd.
Fortuna, Ca. 95540

cc: Unit, Region, LTO, TLO, RPF, other

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

{Office Address}
{Office Phone Number}
Website: www.fire.ca.gov



H.B.M.W.D. NOV 23 2016

November 21, 2016

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
P O BOX 95
EUREKA, CA 95501

NOTICE OF INSPECTION

Section 4604 of the Public Resources Code (PRC) requires the department to inspect timber operations for compliance with the Forest Practice Act and rules of the Board of Forestry and Fire Protection.

Harvest Document: 1-16EX-099-TRI
Inspection Date: November 17, 2016
Inspection Type: Inactive
Inspection Number: 2
Person Contacted: LYNN DILLON & BRIAN NEWELL

Met with LTO Lynn Dillon and HBMWD Brian Newell and discussed the process and benefits of removing the dead, dying and diseased conifers that exist on District lands. It was a productive site visit and I am hopeful that they will begin harvesting the dead and dying trees within the next month or two.

If you have any question about this matter, please contact Rhett Imperiale at 707-599-6552.

Signature

Rhett Imperiale
Forester II RPF#2697
Cal Fire HUU
118 Fortuna Blvd.
Fortuna, Ca. 95540

cc: Unit, Region, LTO, TLO, RPF, other

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

HBMWD Ruth Lake Property Boundaries

Trinity County

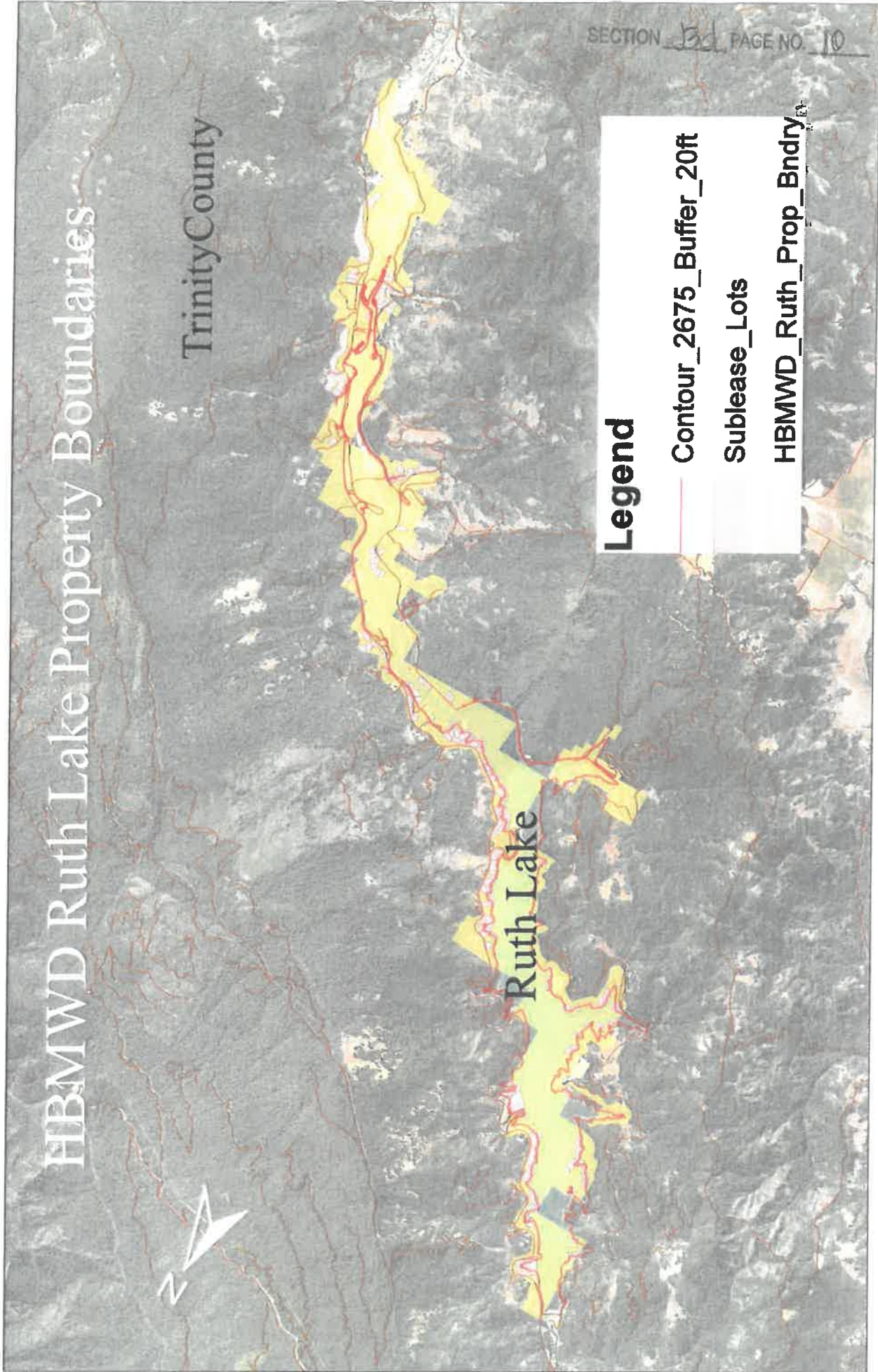
Ruth Lake

Legend

Contour_2675_Buffer_20ft

Sublease_Lots

HBMWD_Ruth_Prop_Bndry



RCEA, RREDC, NCRP



Redwood Coast Energy Authority

633 3rd Street, Eureka, CA 95501

Phone: (707) 269-1700 Toll-Free (800) 931-RCEA Fax: (707) 269-1777

E-mail: info@redwoodenergy.org Web: www.redwoodenergy.org

MEETING AGENDA

Redwood Coast Energy Resource Center
633 3rd Street, Eureka, CA 95501

December 12, 2016
Monday, 3:15 p.m.

Redwood Coast Energy Authority will accommodate those with special needs. Arrangements for people with disabilities who attend RCEA meetings can be made in advance by contacting Barbara Garcia at 269-1700 by noon the day of the meeting.

I. ROLL CALL

II. REPORTS FROM MEMBER ENTITIES

III. ORAL COMMUNICATIONS

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral & written communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

IV. CONSENT CALENDAR

All matters on the Consent Calendar are considered to be routine by the Board and are enacted on one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an Item be removed for separate discussion.

- A. Approve attached Warrants.
- B. Accept attached Financial Reports.

V. REMOVED FROM CONSENT CALENDAR ITEMS

Items removed from the Consent Calendar will be heard under this section.

VI. OLD BUSINESS

A. RCEA Fiscal Audit Report

Accept RCEA Independent Fiscal Audit Report for the year ending 6/30/14.

B. Board Operating Guidelines

Adopt Resolution 2016-4 adopting RCEA Board of Directors Operating Guidelines.

C. Headwaters Fund Loan

Approve Headwaters Fund \$700,000 unsecured, non-revolving line of credit with 5% interest rate, 1% underwriting fee, and 72 month term, and authorize the Executive Director to execute any associated documents and agreements pending final review and approval by RCEA General Counsel.

D. Staffing and Reorganization

Adopt Resolution 2016-5 adopting Compensation Policy, Employee Performance Review Policy, Organization Chart Update, Position Descriptions, and Salary Schedule.

E. Energy Risk Management Policy

Adopt Resolution 2016-6 adopting an Energy Risk Management Policy.

VII. NEW BUSINESS

A. Energy Services Companies Request for Qualifications

Approve issuing Request for Qualifications for Energy Service Companies pending final review and approval by RCEA General Counsel.

VIII. COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)

IX. NEW CCE BUSINESS

- A. Preparation for January 2017 rate-setting
- B. Community Choice Energy Outreach Update

X. ADJOURNMENT

**The next regular meeting of the RCEA Board of Directors
will be held at 3:15pm on Monday, January 23, 2017,
as the 3rd Monday of January is a holiday.**



Redwood Region Economic Development Commission
Prosperity Center 520 E Street, Eureka, California 95501
Phone 707.445.9651 Fax 707.445.9652 www.rredc.com

**The December 26th, 2016 Regular Meeting of the
REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION
Board of Directors
was cancelled due to lack of quorum**



*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*