

**Humboldt Bay Municipal Water District
828 7th Street, Eureka**



**Agenda for Regular Meeting of the Board of Directors
January 13, 2022
Meeting Start Time: 9:00 am**

DUE TO COVID-19 THE DISTRICT WILL BE HOLDING THE MEETING VIA ZOOM

District Mission

Reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost. Reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost. Protect the long-term water supply and water quality interests of the District in the Mad River watershed.

COVID-19 Notice

Consistent with Cal/OSHA, the California Department of Public Health, and the Humboldt County Public Health Officer's June 18, 2021 COVID-19 Workplace Rules, and AB 361, the Board members will be participating via Zoom. The Board room at 828 7th street will be **not** be open to the public.

Members of the public may also join the meeting online at:

<https://us02web.zoom.us/j/86710296323?pwd=MjZldGxRa08wZ0FWOHJrUINhZnFLQT09>

Or participate by phone: 1-669-900-9128 Enter meeting ID: 867 1029 6323 Enter password: 484138

If you are participating via phone and would like to comment, please press *9 to raise your hand.

How to Submit Public Comment: Members of the public may provide public comment via email until 5 pm the day before the Board Meeting by sending comments to office@hbmwd.com. Email comments must identify the agenda item in the subject line of the email. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501. Written comments should identify the agenda item number. These comments will be read during the meeting. Comments received after the deadline will be included in the record but not read during the meeting. If participating in the meeting, public comment will also be received during the meeting.

Time Set Items:	8.2	McNamara & Peepe Site	9:15 am
	8.3	Closed Session – Anticipated Litigation (DTSC)	2:00 pm
	8.1a	WRP – Local Sales	10:00 am
	9.4	Closed Session – Anticipated Litigation (VDI)	3:00 pm
	10.1	Engineering	11:00 am

The Board will take a scheduled lunch break from 12:00 pm to 1:00 pm.

1. ROLL CALL

2. FLAG SALUTE

3. ACCEPT AGENDA

4. PUBLIC COMMENT

Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. At the discretion of the President, comments may be limited to three minutes per person. The public will be given the opportunity to address items that are on the agenda at the time the Board takes up that item. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the agenda.

5. **MINUTES**

- 5.1 Minutes of the December 9, 2021 Regular Meeting* - discuss and possibly approve
- 5.2 Minutes of the December 21, 2021 Special Meeting* - discuss and possibly approve

6. **CONSENT AGENDA** - *These matters are routine in nature and are usually approved by a combined single vote.*

- 6.1 Media articles of local/water interest (Articles A – N)* - discuss

7. **CORRESPONDENCE**

- 7.1 EAP Annual Letter to FERC * - discuss
- 7.2 2021 Quagga Inspection Summary* - discuss
- 7.3 Water Meter/Infrastructure Letter to Harbor District* - discuss

8. **CONTINUING BUSINESS**

- 8.1 Water Resource Planning - status report on water use options under consideration*
 - a. Local Sales (**Time Set 10:00 am**)
 - i. Nordic Aquafarms* - discuss
 - ii. Trinidad Rancheria Mainline Extension agreement* - discuss
 - b. Transport* - discuss
 - c. Instream Flow* – discuss
- 8.2 McNamara & Peepe Site - discuss (**Time Set 9:15 am**)
- 8.3 **CLOSED SESSION** - Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (DTSC) (**Time Set 2:00 pm**)
- 8.4 Resolution 2022-01 - Extension of AB 361* - discuss and possibly approve
- 8.5 Ruth Lake Emergency Declaration – discuss

9. **NEW BUSINESS**

- 9.1 Status of Peninsula CSD – discuss
- 9.2 Board Officer & Committee assignments* – discuss and possibly approve
- 9.3 Ordinance 24 – Informal Bidding Procedures Under the CUPCAA* - discuss
- 9.4 **CLOSED SESSION** - Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9. Facts and circumstances involve a claim by Van Duzen Investments, LLC against the District for damages resulting from the District’s salvage logging activity near Ruth Lake. (**Time Set 3:00 pm**)
- 9.5 **CLOSED SESSION** – Public Employee Performance Evaluation for General Manager pursuant to Section 54957(b)(1) (**Closed session items 9.5 and 9.6 will be the final items discussed prior to adjournment.**)
- 9.6 **CLOSED SESSION** – Threat to Public Services or Facilities: Critical Infrastructure discussion pursuant to Gov. Code 54957 (**Closed session items 9.5 and 9.6 will be the final items discussed prior to adjournment.**)

10. **REPORTS (from STAFF)**

10.1 **Engineering (Time set 11:00 am)**

- a. 12kV Switchgear Relocation - status report
 - i. Sequoia Construction December Pay Request* – discuss
 - ii. Change Order #7* – discuss and possibly approve
- b. Collector 2 Rehabilitation Project - status report
- c. TRF Generator Project – status report
- d. Status report re: other engineering work in progress

10.2 **Financial**

- a. December 2021 Financial Statement & Vendor Detail Report* – discuss and possibly approve

- b. CPI analysis and COLA request* – discuss and possibly approve

10.3 Operations

- a. Monthly report on projects and operations* – discuss

11. MANAGEMENT

- 11.1 Board bill review schedule – discuss
- 11.2 Yellow-legged frog status* - discuss
- 11.3 Digital 299 Broadband Project* - discuss

12. DIRECTOR REPORTS & DISCUSSION

12.1 General - comments or reports from Directors

12.2 ACWA

12.3 ACWA - JPIA

12.4 Organizations on which HBMWD Serves

- a. RCEA News and Updates* - discuss
- b. RREDC* - status report

ADJOURNMENT

ADA compliance statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the District office at (707) 443-5018. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (Posted and mailed January 7, 2022)



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Board of Directors Meeting

January 2022



Ruth Lake Hydro Plant

MINUTES

Humboldt Bay Municipal Water District
828 7th Street, Eureka



Minutes for Regular Meeting of the Board of Directors
December 9, 2021
Meeting Start Time: 9:00 am

DUE TO COVID-19 THE DISTRICT WILL BE HOLDING THE MEETING VIA ZOOM

District Mission

Reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost. Reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost. Protect the long-term water supply and water quality interests of the District in the Mad River watershed.

Time Set Items:	9.1	Operations Supervisor Presentation	9:15 am
	8.1a	WRP-Local Sales	10:00 am
	8.3	Public Hearing – Ordinance 23	10:30 am
	10.1	Engineering	11:00 am
	10.2b	FY 2019-20 Regular Audit Report	11:30 am

1. ROLL CALL

President Woo called the meeting to order at 9:01 am. Director Rupp conducted the roll call. Directors Fuller, Latt, Lindberg, Rupp, and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, Tech Manager Dee Dee Simpson, and Board Secretary Fiona Wilson were present. Operations Supervisor Mario Palmero was present for a portion of the meeting. Nathan Stevens of GHD, Jacque Hostler-Carmesin of the Trinidad Rancheria, and Dr. Jo Archibald of Humboldt State University were present for a portion of the meeting.

2. FLAG SALUTE

President Woo led the flag salute.

3. ACCEPT AGENDA

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

4. PUBLIC COMMENT

There was no public comment.

5. MINUTES

5.1 Minutes of the November 12, 2021 Regular Meeting

In Section 8.3, Director Latt proposed the following change: "The Board discussed District concerns with Arcata's Environmental Services Director Emily Sinkhorn regarding easements on other parcels that have been denied by the city," will be changed to "The Board discussed District concerns with Arcata's Environmental Services Director Emily Sinkhorn regarding easements for our transmission lines whose scope has been challenged by the city." On motion by Director Lindberg, seconded by Director Latt, the Board voted 5-0 by roll call vote to accept the agenda.

6. CONSENT AGENDA

6.1 Media articles of local/water interest

Director Rupp pulled Section 6, Page 5 for discussion. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve the Consent Agenda with the removal

of Section 6, Page 5.

6.2 Section 6, Page 5

Director Rupp acknowledged Director Fuller's prominent role in the Powers Creek restoration project. On motion by Director Rupp, seconded by Director Fuller, the Board voted 5-0 by roll call to approve Section 6, Page 5 of the Consent Agenda.

7. CORRESPONDENCE

7.1 Division of Safety of Dams (DSOD) request for work plan

GM Friedenbach introduced DSOD's request for a work plan to address spillway movements and the potential for backflow through drain system outlets. Regarding spillway movements, the District has proposed the preparation of a detailed crack map of the spillway slab and walls, and changes to survey methods and installation of tilt meters if necessary. Changes to survey methods could cause fluctuations in survey data of less than 0.5 inch. GEI is confident that Points West is using current data and state of the art equipment, and will provide a detailed report on their methodology.

Regarding slab drains, the District has proposed dye tests on the subdrains and installation of drain slab plugs if necessary. Additionally, the DSOD proposed a 2D hydraulic model to evaluate possible backflow through the drain risers. GEI would prefer a 3D hydraulic model and will obtain quotes. The anticipated cost for the crack map, 3D model, and testing could be \$110,000.

7.2 HSU Environmental Resources Engineering capstone project letter

GM Friedenbach introduced Dr. Jo Archibald, who explained her interest in capstone hydrology projects for Humboldt State seniors. Specifically, the university is seeking research and design projects with deliverables. She emphasized that the projects must include a design element. The Board proposed the following project ideas:

- 2D hydraulic model of R.W. Matthews Dam spillway
- Erosion and sedimentation caused by August Complex fire
- Instream flow availability in low-flow season vs. annually
- Industrial pipeline along Samoa peninsula
- Station 6 flow weir
- Samoa dunes infrastructure and environment
- Trinity County solar project
- 2029 water rights renewal
- Logging and debris flow at Ruth Lake

GM Friedenbach noted that the revised design for the Station 6 flow weir will be an \$80,000 project, and students could reduce the cost to ratepayers. Staff will compile the list of projects and evaluate projects before following up with Dr. Archibald. The Board expressed its appreciation of Dr. Archibald's interest and is pleased to provide the opportunity for students.

8. CONTINUING BUSINESS

8.1 Water Resource Planning - General Manager Friedenbach provided a status report on water use options under consideration below.

a. Local Sales

i. Nordic Aquafarms update

Nordic is moving forward with permitting and the EIR document.

ii. Trinidad Rancheria Mainline Extension

On December 8, GM Friedenbach and District Counsel Plotz reviewed the agreement with Rancheria staff and are working to finalize the language. The final draft is scheduled to go to the Rancheria for approval on December 16, and will be presented

for review at the January 13 Board meeting. Director Rupp will not be present at the January meeting. Rancheria CEO Jacque Hostler-Carmesin thanked the District GM and Counsel for their work and is confident that it will be ready to move through Tribal Council the week of December 16.

b. Transport

There was nothing to report.

c. Instream Flow

The Instream Flow Committee will meet on the morning of December 10.

8.2 In-person Board Meetings

The District is required to reaffirm the circumstances that qualify this act every 30 days. The January, April, and July meetings in 2022 fall outside that 30-day requirement and will require special meetings to approve.

a. In-person

Business Manager Harris presented the current health orders, mandates, and requirements directly impacting in-person meetings: masks, social distancing, disinfection, ventilation, and general public attendance. Board Room capacity would be reduced from 49 to 13, with space for only four members of the public. In-person meetings would have to be hybrid to ensure all members of the public would be able to attend. The Board discussed the unanimous desire to return to in-person meetings as soon as it becomes feasible.

b. Not In-person: Resolution 2021-22 - Extension of AB 361

The District is required to reaffirm the circumstances that qualify this act every 30 days. The January, April, and July meetings in 2022 fall outside that 30-day requirement and will require special meetings to approve, if desired. The Board will need to hold a brief special meeting on January 4, 2022 to renew the extension until the January 13 Board meeting. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 by roll call vote to approve Resolution 2021-22.

8.3 Public Hearing of Ordinance 23 – Water Theft Penalties

Business Manager Chris Harris introduced the Ordinance, and clarified that the Ordinance applies to theft from District owned facilities which includes the reservoir but not the Mad River. The rates for the penalties were established by state legislation. President Woo opened the public hearing on Ordinance 23. There were no public comments on the Ordinance. President Woo closed the public hearing. Director Rupp read the Ordinance. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve Ordinance 23. The Ordinance will go into effect on January 8, 2022.

8.4 Ruth Lake Emergency Declaration

PG&E and Trinity County Roads are removing debris. The District has received permitting for slash pile burning. GM Friedenbach will notify the leaseholders' association of upcoming burn days.

8.5 Boldway real property lot line

The Boldways have verbally requested a lot line adjustment and the District is awaiting their written proposal. No representative attended the meeting so the item was carried forward to the next meeting.

8.6 USGS Lidar

\$3.5 million in grant funding has been approved by the USGS for the NCRP lidar proposal. The District will match up to \$10,000 this year and \$10,000 next year, since the entire Mad River watershed is

included in the lidar project. The project will identify various types of lidar derived products which could be useful for the administration of CalFire forest health grants and other Ruth reservoir management projects.

- 8.7 Closed Session - Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (DTSC)
President Woo recused herself due to a remote potential conflict at 2:11 pm. Vice President Latt conducted the remainder of the meeting. The Board came out of closed session at 2:28 pm with no action to report.

9. NEW BUSINESS

9.1 Operations Supervisor Presentation – GIS (Geographic Information System)

Mario Palmero provided a PowerPoint presentation of the District GIS system and functions: ARC MAP is used to create, edit, and explore datasets; ARC Catalog stores and maintains geospatial data; and ARCGIS Online is a cloud-based mapping solution. The system can be used to map the spillway to define, map, and monitor individual crack repairs. The system can also be used to identify and analyze customers affected by shutoffs, check rights-of-way, or review severity of burned areas at Ruth Lake. Integrity of the data is important, so users must have a license for ARCMAP. The Assistant Water Operations Supervisor and Water Operations Specialist at Essex are currently learning the system. The Regulatory Analyst at the main office will be trained to use the system as well. Staff will develop a map of the Directors' district boundaries and precincts.

9.2 Status of Peninsula CSD

This item was tabled to the January meeting, as no representative from the Peninsula CSD was present.

9.3 Resolution 2021-23 Urban and Multibenefit Drought Grant Application

GM Friedenbach introduced the Resolution to apply for grant funding to complete rehabilitation of Collector 4's laterals, pumps, motors, and electrical system. On motion by Director Lindberg, seconded by Director Rupp, the Board voted 5-0 by roll call vote to approve Resolution 2021-23.

9.4 January Board Elections

Staff will send committee assignments to the Board for their review prior to the January meeting. Committee assignments and offices except the Board President may be modified as desired by the Directors.

10. REPORTS (from Staff)

10.1 Engineering- District engineer Nathan Stevens provided updates on the projects listed below.

a. 12kV Switchgear Relocation (\$858,332 match)

The switchgear building is in place and installation is underway. Staff are working with PG&E to schedule installation of the meter. Completion of the project is estimated for early May. Staff will request a grant extension from CalOES if necessary.

i. Grant Budget Increase Request Letter

The District submitted a formal request for \$410,000 of additional funding that is now available.

ii. Sequoia Construction November Pay Request

The \$1.2 million pay request includes expenditures for the IPA building, access road, metering, breakers, feeders, battery, and testing.

iii. Change Order #6 (Feeder #5 and extra dig out)

The change order includes \$12,496.61 to replace cables between Feeder #5 and Pole

#2, and \$2,798.31 for railroad grade improvements. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve the change order in the amount of \$15,294.92. GM Friedenbach recognized the District engineer's thorough review of change orders.

- b. R.W. Matthews Dam & Spillway Seismic Stability Analysis and Design HMGP (\$510,988 match)
CalOES has forwarded the project application to FEMA. Historically, FEMA has approved applications that were approved by CalOES.
- c. Reservoirs Seismic Retrofit Project (\$1,435,173 match)
The District submitted a formal request for \$2,083,690 of additional funding that is now available. Supply chain delays have caused inflation of an estimated 10-15%.
- d. Collector 2 Rehabilitation Project
Project bid specs were finalized and went to bid on November 30, deadline is January 21, 2022. Staff anticipate bringing a recommendation to the Board in February.
- e. Status report re: other engineering work in progress
Nothing to report.

10.2 Financial

- a. November 2021 Financial Statement & Vendor Detail Report
Business Manager Harris presented the November 2021 financial statement & vendor detail report. Director Latt reviewed the bills for the month. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve the Financial Report and payment of bills in the amount of \$392,334.52.
- b. FY 2019-20 Regular Audit Report
Business Manager Harris introduced the Regular Audit Report. No single audit was required for FY 2019-20. The audit was delayed by Covid-19 and the August Complex fire but the District will not be negatively impacted. There were no audit findings and the District received a "clean opinion." Staff will bring additional OPEB information to the March Board meeting. The Audit Committee reviewed the Report and recommended approval to the Board. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve the Audit Report.

10.3 Operations

- a. Monthly report on projects and operations
The Board discussed the November Operations report that was included in the Board packet as presented by Superintendent Davidsen.
- b. Ford F-250 surplus request
A previously surplused vehicle was put back into the fleet for temporary use. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 by roll call vote to surplus the 2004 Ford F-250.

11. MANAGEMENT

11.1 ACWA New Water System Approval Fact Sheet

GM Friedenbach provided the fact sheet with information about legal requirements for water systems.

11.2 ACWA Response to Draft Cap-and-Trade Auction Investment Plan

GM Friedenbach introduced the ACWA letter to CARB regarding fleet electrification. The District has

until 2027 to begin electrifying the fleet. Light-duty pickups are currently on the market, but heavy-duty vehicles that could meet District needs are not yet readily available and are very costly.

11.3 NSDC Letters of Support for SB 3092 and SB 3093

GM Friedenbach introduced the letters of support for legislation that would increase FEMA funding to low-income districts and improve FEMA's approach to wildfire response.

11.4 CSDA 2022 Board Member Resources

Staff will send training due dates to Directors and register them for trainings as schedules allow.

11.5 ACWA Fall Conference

GM Friedenbach provided a report on the following JPIA and ACWA sessions: JPIA Keynote Speaker Andy Sells, Seven Decades of Medicare, Success in Succession Planning, ACWA Communications Committee, Energy Committee, Headwaters Wildfire Roundtable Discussion, NASA and Water 2021, and Cybersecurity in Water Systems. GM Friedenbach conveyed his appreciation to the Board for the opportunity to attend the conference.

12. DIRECTOR REPORTS & DISCUSSION

12.1 General - comments or reports from Directors

The Board requested consent articles prior to assembly of the Board packet.

12.2 ACWA

a. Region Chair Orientation and Board Meeting

Director Rupp will become Region 1 chair effective January 1, 2022.

b. ACWA Fall Conference

Director Rupp provided a report on the following JPIA and ACWA sessions: Benefits of JPIA, Executive Committee, Seven Decades of Medicare, Finance Committee, Membership Committee, Section 115 Trust for Unfunded Pension Liability, Down to a Trickle – Successive Years of Shortage, Headwaters Wildfire Roundtable Discussion, and NASA and Water 2021.

At dinner with newly elected President Pam Tobin and Vice President Kathy Green, Green expressed her appreciation for the letter of support. For the first time in ACWA history, both positions are held by women. Director Rupp noted that with the exception of District per diem, ACWA-JPIA paid for his attendance at the conference.

12.3 ACWA – JPIA

There was nothing additionally to report.

12.4 Organizations on which HBMWD Serves

a. RCEA News and Updates

The Harbor District's RFQ for a heavy lift terminal has been released. Bids for the offshore wind farm auction will open in the fall of 2022. RCEA will likely have corporate competition, but if RCEA wins the auction, the community will have a stake in the generation.

b. RREDC

The November meeting was canceled.

ADJOURNMENT

Vice President Latt adjourned the meeting at 2:29 pm.

Humboldt Bay Municipal Water District
828 7th Street, Eureka



Minutes for Special Meeting of the Board of Directors
December 21, 2021
Meeting Start Time: 4:30 pm

DUE TO COVID-19 THE DISTRICT WILL BE HOLDING THE MEETING VIA ZOOM

District Mission

Reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost. Reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost. Protect the long-term water supply and water quality interests of the District in the Mad River watershed.

1. ROLL CALL

President Woo called the meeting to order at 4:33 pm. Director Rupp conducted the roll call. Directors Fuller, Latt, Rupp, and Woo were present. Director Lindberg was not present. General Manager John Friedenbach, Business Manager Chris Harris, Tech Manager Dee Dee Simpson, and Board Secretary Fiona Wilson were present.

2. FLAG SALUTE

President Woo led the flag salute.

3. ACCEPT AGENDA

On motion by Director Latt, seconded by Director Rupp, the Board voted 4-0 by roll call vote to accept the agenda.

4. PUBLIC COMMENT

There was no public comment.

5. CONTINUING BUSINESS

5.1 Resolution 2021-24 – Climate Investment Fire Prevention Grant

GM Friedenbach provided an update on funding for fuel reduction at Ruth Lake. Due to delays at the state level, CalFire Unit Chief Kurt McCray has not been able to obtain a contract for their Fuels Reduction program. The California Climate Investments program has been identified as an alternate funding source. Director Rupp read the Resolution to apply for direct funding. On motion by Director Rupp, seconded by Director Latt, the Board voted 4-0 by roll call vote to approve Resolution 2021-24.

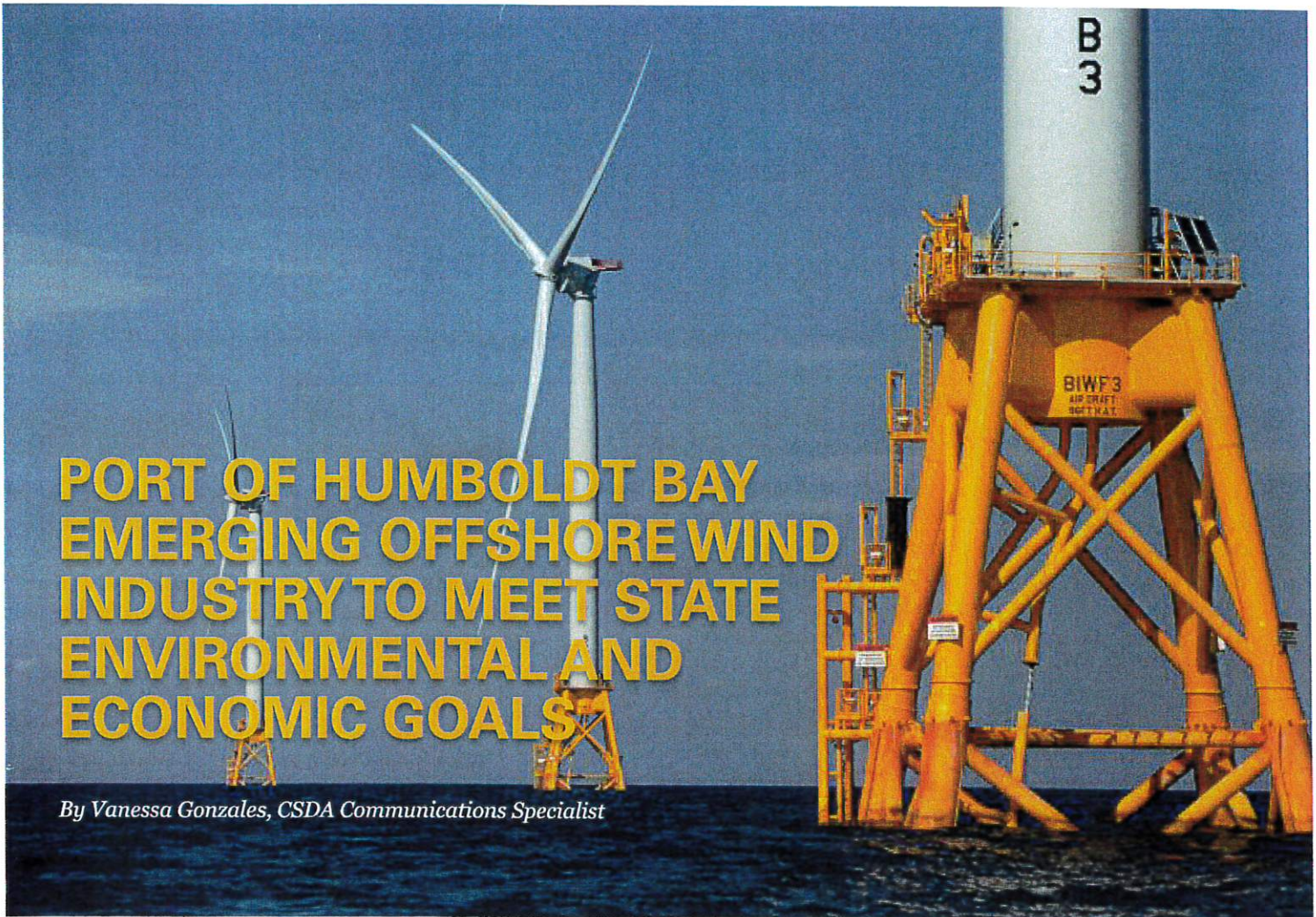
5.2 Resolution 2021-25 – Extension of AB 361

The District is required to reaffirm the circumstances that qualify this act every 30 days. The January 13, 2022 meeting falls outside that 30-day requirement and requires a special meeting to approve. Director Rupp read the Resolution to renew the extension. On motion by Director Rupp, seconded by Director Latt, the Board voted 4-0 by roll call vote to approve Resolution 2021-25.

ADJOURNMENT

President Woo adjourned the meeting at 4:46 pm.

CONSENT



PORT OF HUMBOLDT BAY EMERGING OFFSHORE WIND INDUSTRY TO MEET STATE ENVIRONMENTAL AND ECONOMIC GOALS

By Vanessa Gonzales, CSDA Communications Specialist

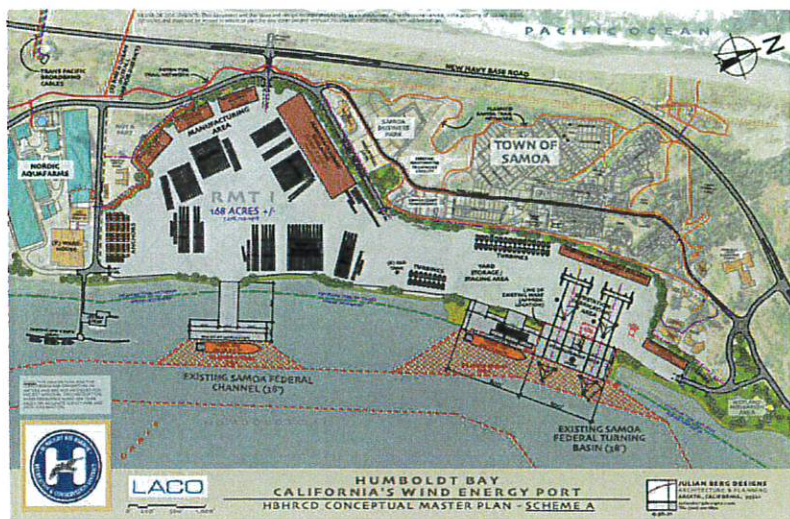
“THE PORT OF HUMBOLDT BAY IS ABOUT TO BECOME A MAJOR DEVELOPMENT SITE ON THE WEST COAST FOR THE EMERGING OFFSHORE WIND INDUSTRY.”

Coastal Humboldt County has world-class offshore wind resources, and the Samoa Peninsula has vacant and under-utilized coastal Dependent Industrial lands that are perfectly situated to support the operations necessary to assemble, deploy, repair, and maintain wind energy turbines.

The Port of Humboldt Bay is about to become a major development site on the West Coast for the emerging offshore wind industry. Governor Gavin Newsom, Secretary of the Interior Deb Haaland, and other federal-level advisors announced an agreement to advance offshore wind energy sites off the Central and Northern California coast. The Port of Humboldt Bay, managed by the

Humboldt Bay Harbor Recreation and Conservation District (Harbor District), will be recipient of \$11 million to be used as matching funds for a \$55 million Port Infrastructure Development Program grant application. The funding has been approved by the legislature and funding contracts are being prepared by the CA Energy Commission to assist the port with significant upgrades required to support the emerging offshore wind industry off the West Coast. The Harbor District has completed a phased master plan for the entire 168-acre shoreline area between the Samoa Cookhouse and the former pulp mill where Nordic Aquafarms and the new broadband cables will land.

Harbor District Executive Director Larry Oetker said that



“HUMBOLDT BAY HAS BEEN IDENTIFIED AS THE WEST COAST’S MOST VIABLE SITE FOR FINAL ASSEMBLY OF OFFSHORE TURBINES.”

with the help of the Headwater Fund, “the first part of the project will be to receive input from the tribes, public, industry, and regulatory agencies on the conceptual master so that we can revise the plan to minimize the impacts and make the plan better. Once the plan is finalized, an environmental impact report under CEQA will be prepared, made available for public review, and applications submitted to the Coastal Commission and other regulatory agencies.”

As part of the initial phase of the project, the existing 6-acre Redwood Marine Terminal I would be completely replaced with a new modern heavy-lift terminal, and eel grass and other impacts would be mitigated. The terminal will be all electric and the terminal and shoreline would be designed for the projected 2100 sea level rise elevation. Once developed, the facilities on Humboldt Bay can be utilized to construct/ assemble offshore wind turbines and associated components to tow them to other offshore locations on the West Coast.

The master plan outlines as a future phase a new 500,000 square foot manufacturing complex specifically designed to support the emerging West Coast offshore wind industry. This complex includes 300,000 square feet for a wind tower fabrication facility where highly skilled workers would take five-inch-thick, American-made steel and transform it into wind towers and floating foundations similar to what is

done in the Port of Rotterdam, Netherlands, for Europe and is currently under construction in the Port of Paulsboro, New Jersey, for the East Coast offshore wind industry.

Harbor District President Stephen Kullmann said, “Humboldt Bay is the ideal choice for the West Coast Offshore Wind Energy Port. I am happy to see the state support Humboldt Bay with port development funding, which will not only help revitalize the harbor and bring jobs and economic development to the community,

but also help California meet its ambitious renewable energy targets and all of us address the threat of global climate change.”

Humboldt Bay is perfectly positioned as the closest offshore wind turbine assembly facility and deployment port to the proposed Bureau of Ocean Energy Management (BOEM) north coast lease areas which are proposed to be 30 miles off Humboldt Bay. Humboldt Bay has been identified as the West Coast’s most viable site for final assembly of offshore turbines. This port has deep-water access with no bridge restrictions and hundreds of acres of empty, available dockside land at the site of pulp and lumber mills that were abandoned when the region’s forest industry collapsed in the 1990s. Humboldt Bay’s

continued on page 26

CONFUSION COMPLIANCE

ACCOUNTING SUPPORT THE RIGHT WAY

- Year-End Close and Audit Preparation
- Outsourced Accounting and Finance Functions
- Interim and Project Accounting Assistance
- Financial and Utility Billing Systems Implementations
- Long Range Financial Planning and Modeling
- Optimizing Your QuickBooks Use and Accounting

EideBailly
CPAs & BUSINESS ADVISORS
eidebailly.com

deep draft shipping channels can accommodate the large marine vessels carrying wind turbine components, but the upland facilities must be significantly renovated to allow heavy cranes to assemble the floating platforms.

This agreement between the U.S. Department of the Interior and California to advance offshore energy projects can potentially bring thousands of jobs to Humboldt Bay. On March 29, 2021, President Biden announced his initiative to Jumpstarts Offshore Wind Energy Projects to Create Jobs. As part of this initiative, the Administration established a goal of 30 GW of offshore wind off the US by 2030. The Administration issued an Executive Order that calls on our nation to build a new American infrastructure and clean energy economy that will create millions of new jobs.

“We’re anticipating more than a thousand construction jobs during the development phase of the project, and as part of the project,” said Humboldt Bay Harbor, Recreation and Conservation District Executive Director Larry Oetker. “And then once it’s in operation mode, these will be good-paying highly skilled jobs

that will be needed to do the operation and maintenance side of the offshore wind industry.” He also noted possible increased economic activity. “A number of businesses throughout the community will be buying supplies and other equipment, and so then the ramifications throughout the community will be large,” Oetker said.

Governor Newsom’s California Comeback, California Climate Action Plan, and AB 525 all outline an ambitious agenda to combat global warming, cut greenhouse gas emission, and increase renewable sources of energy such as offshore wind.

By meeting our electricity needs through clean, pollution-free offshore wind energy, California can also deliver vital air quality improvements

in frontline communities. About 78% of California’s gas power plants reside in communities identified by CalEPA as having the state’s highest burden of poverty and cumulative environmental health burdens.

The aquaculture, broadband, offshore wind, and other maritime industries are clean, green, modern, and coastal dependent. Executive Director Oetker said, “the Harbor District and our partners have been working for years to find coastal dependent industries that are a good fit for our region; provide good paying jobs for our community; result in a healthy planet, and hopefully will encourage some of our kids to return back to Humboldt County to raise their families.”

The Harbor District would like to thank Governor Newsom, California Energy Commission, Humboldt County, Redwood Coast Energy Authority, and HSU Schatz Energy for your leadership roles in helping to bring this new industry to Humboldt Bay. 🌲



At CPS HR Consulting, we focus on driving organizational performance by developing comprehensive talent and management solutions that are specifically created to help your team reach peak performance.

We provide consulting services in the following key areas:

- Recruitment & Executive Search
- Testing & Selection
- Classification & Compensation
- Training & Development
- HR Outsourcing
- Employee Engagement
- Workforce Planning
- Diversity, Equity & Inclusion

CPS HR CONSULTING™

cpshr.us

Federal, state and local governments, public safety, special districts and nonprofit organizations across North America benefit from our highly strategic approach and the results we deliver. You can, too.

HCSO requesting help in Blue Lake water tank vandalism case



HCSO requesting help in Blue Lake water tank vandalism case

By **MARIO CORTEZ** | mcortez@times-standard.com | Times-Standard

PUBLISHED: December 15, 2021 at 3:25 p.m. | UPDATED: December 16, 2021 at 8:45 a.m.

The Humboldt County Sheriff's Office is looking for information related to a Blue Lake vandalism case in which a water tank was cut open by one or more trespassers.

A city official contacted the sheriff's office around 10 a.m. Monday to report the vandalized city-owned redwood tank, a news release stated. It is believed one or more individuals accessed the water tank area and damaged the vessel, leading to the loss of 200,000 gallons of water.

HCSO spokesperson Samantha Karges told the Times-Standard there is no surveillance footage available at the time and that not a lot of details can be made public.

"Because this is such a serious incident and for security reasons, we aren't able to release any more details regarding the means of vandalism or the location of the water tank," she said via email.

As sabotage of a water supply system is a federal offense and considered a form of domestic terrorism, the sheriff's office is working along with the FBI and other agencies at the state level in the investigation.

Blue Lake city staff will also look to take action.

"The city will be seeking to press charges on the individual(s) responsible to the fullest extent," said Blue Lake city Manager Mandy Mager in a news release.

On Wednesday, Mager told the Times-Standard repair work on the tank was complete following two rounds of work which required the tank be drawn down. It is estimated another 200,000 gallons of water were lost due to repair activities.

She believes an impact in service will not be noticeable to clients.

"We started filling the tank (Tuesday night) and they've been filling through the early morning hours and starting the disinfection process. And so it seems like the repairs are holding, so it looks like we're going to be in OK shape," Mager said.

The act is also not expected to affect the integrity of the water.

"We were able to take the tank offline and because the action wasn't something being placed inside the tank or anything, there was no intrusion of any type of foreign substance into the tank; there wasn't there was no impact to water quality," the city manager said.

The city hopes repair costs will stay below \$10,000, but this does not include the costs of the purchased water from the Humboldt Bay Municipal Water District and the water needed to replenish the tank's supply. The remaining service life of the tank will also be affected by the vandalism.

Mager is happy the situation was taken care of as soon as possible, as the costs could have been far greater.

"If we had lost the tank, we'd be looking at anywhere between, \$700,000 to \$1 million to replace the tank. It could have been much worse if we hadn't caught it as quickly as we had," Mager said.

The city manager reiterated the city will pursue legal action.

"This is not someone spray-painting or graffitiing something. This is something that has very serious and dire consequences and the potential for a high-value loss and a high-value loss to the community was pretty imminent. It's very serious and we're going to pursue it in that manner," she said.

The sheriff's office asks anyone with information about the case to contact the sheriff's office at 707-445-7251 or the tip line at 707-268-2539.

Warming climate leads to more bark beetles and dead pine trees than drought alone

From *Wildfire Today* Posted on December 27, 2021 Author Bill Gabbert

Research shows that warming shortens the time between beetle generations, supercharging beetle population growth



Pine trees killed by bark beetles. Photo by Ethan Miller.

In California's Sierra Nevada, western pine beetle infestations amped up by global warming were found to kill 30% more ponderosa pine trees than the beetles do under drought alone. A new supercomputer modeling study hints at the grim prospect of future catastrophic tree die-offs and offers insights for mitigating the combined risk of wildfires and insect outbreaks.

"Forests represent a crucial buffer against warming climate and are often touted as an inexpensive mitigation strategy against climate change," said Zachary Robbins, a researcher at Los Alamos National Laboratory, graduate student at North Carolina State University, and lead author of the paper on beetles and ponderosa pine tree die-offs. "Our research shows that warming shortens the time between beetle generations, supercharging beetle population growth. That can then spur catastrophic mortality in forest systems during drought in the Sierra Nevada and throughout the Western United States."

In the recently published study in *Global Change Biology*, Robbins and his collaborators developed a new modeling framework to assess the risk western pine beetles, or bark beetles, pose in many forest ecosystems under climate change. If the effects of compromised tree defenses (15% to 20%) and increased bark beetle populations (20%) are additive, the team determined that 35% to 40% more ponderosa pines would die from beetle attacks for each degree Celsius of warming.

"Our study is the first to attribute a level of tree mortality to the direct effect of warming on bark beetles, using a model that captures both beetle reproduction and development rates and host stress," Robbins said. "We found that even slight increases in the number of annual generations of bark beetles due to warming can significantly increase tree mortality during drought."

Using Los Alamos supercomputers, the team modeled bark beetle dynamics and tree die-off during the extreme drought of 2012-2015 and earlier periods. Then they investigated those results using field observations of maximum and minimum temperature, precipitation, tree density, tree mortality, and beetle flight initiation (when fully developed beetles leave their tree of origin) along with lab studies on beetle rate of development.

They found that a quicker rate of producing new generations of off-spring contributed more to killer infestations than did surviving the winter in the absence of cold temperatures fatal to the beetle, yet, surprisingly, the increase in the number of generations was not very big. "In the Sierra, we saw only about one-third more generations per year, but that really amplified mortality," Robbins said. "It shows that a small impact in the success of these populations can have a big impact on tree mortality, where we previously thought the beetle needed one whole generation increase to substantially impact mortality."

"These findings should generally apply to many species of pine forests around the West, although the beetle species might be different," said Chonggang Xu, coauthor of the paper. A senior scientist at Los Alamos, Xu simulates forest-vegetation dynamics in his research.

"Beetle-instigated die-off may cause forests to act as carbon sources to the atmosphere for decades," Xu said. "Dead trees don't absorb CO₂ but release carbon to the atmosphere. This could potentially raise global forecasts of atmospheric carbon, which has not yet been explicitly considered in current-generation earth-system models."

The research has also implications for forest management under climate change. "A mechanistic understanding of the interactions among climate, forests, and disturbances can improve the planning of forest management actions and better predict the effects of climate change on biological systems," Robbins said.

Older, bigger ponderosas are particularly vulnerable to beetle attacks because their size supports large infestations, Xu said, while younger, smaller trees can survive. "A diverse forest that combines small and big trees and species diversity, as well, is more resilient," Xu said. He pointed out that forest management to minimize wildfire risk often removes the smaller trees and preserves the larger ones, "which creates a forest of big trees. Then the beetle comes and the trees could be devastated at the same time."

Bark beetles kill trees worldwide by chewing through bark and depositing their larvae in the inner bark. An increasing number of beetle outbreaks in the past two decades have devastated forests across the American West, including New Mexico, striking nearly 11 million acres nationwide and threatening the basic structure and ecological processes of some forests.

The beetles exploit the warming, drying climate in the West. When precipitation and temperature remain at historic levels, trees can defend themselves from infestation, but drought often sparks bark beetle outbreaks. That is because water-stressed trees suppress their photosynthesis, close their stomata, and grow more slowly, depleting their carbon storage, which may weaken their defenses.

The life-cycle of the beetle depends on temperature under the bark and in the air. Warmer temperatures reduce the number of beetles killed off by deep winter cold and accelerate and extend the breeding season. Outbreaks finally collapse when bark beetles exhaust the supply of susceptible trees, acutely cold temperatures kill off the beetles, or predators and parasites decimate bark beetle populations. The study considered historic and contemporary temperature trends in a broad swath of the Sierra Nevada, including several national forests and Kings Canyon, Sequoia, and Yosemite National Parks.

In a new approach, the team used a model of the breeding cycles and population dynamics of bark beetles. The team incorporated this model into a tree-death and insect-attack model, which accounts for the number of bark beetles in flight, the number and size of trees available as hosts, and the drought. The models were validated against data from field observations.

Paper: “Warming increased bark beetle-induced tree mortality by 30% during an extreme drought in California,” by Zachary J. Robbins, Chonggang Xu, Brian H. Aukema, Polly C. Buotte, Rutuja Chitra-Tarak, Christopher J. Fettig, Michael L. Goulden, Devin W. Goodsman, Alexander D. Hall, Charles D. Koven, Lara M. Kueppers, Gavin D. Madakumbura, Leif A. Mortenson, James A. Powell, Robert M. Scheller, in *Global Change Biology*. DOI: 10.1111/gcb.15927.

Funding: University of California National Laboratory Fees Research Program at Los Alamos National Laboratory.

What the numbers tells us about a catastrophic year of wildfires



The Dixie fire burned close to a million acres in California's Lassen county over three months and became the first fire to cross the Sierra Nevada. Photograph: Noah Berger/AP

A historic drought and record-breaking heatwaves combined to spark blazes that burned nearly 7.7m acres this year

Gabrielle Canon in Los Angeles; Graphics by Rashida Kamal

The Guardian, Sat 25 Dec 2021 06.00 EST

2021 proved another disastrous fire year for the American west.

Amid a historic drought and record-breaking heatwaves, wildfires that erupted across the US burned close to 7.7m acres. Some broke records that had only recently been set. And while the amount of land burned this year didn't reach 2020 levels, a troubling new trend emerged: fires are getting harder to fight.

"With the conditions we saw this year and everything leading up to it – historic drought, these prolonged dry, heatwaves – everything together made it a very challenging year," said Aitor Bidaburu, a wildfire program manager for the US Fire Administration. His biggest takeaway on the blazes "was just the intensity with which they burned", he says.



From Siberia to US west, wildfires spewed record carbon emissions this year

The statistics tell the story of a fire season that now stretches far into the year, fires that have grown more ferocious, and climatic conditions that are causing the blazes to behave erratically and dangerously.

Here's a look at the fire year in numbers.

A long and intense season

The season of high fire threat is stretching longer and longer.

- Wildfires used to be largely confined to a four-month period but the threats are now felt through the year. By 21 June, close to 29,000 wildfires had already ignited across the US – roughly 4,000 more than average years according to the National Interagency Fire Center.
- The threats didn't subside after the summer and autumn. Blazes burned through Montana and Colorado into December this year and fire weather warnings prompted power safety shutoffs in southern California over the Thanksgiving holiday in late November.

Megablazes are becoming the norm

Megablazes – fires that blacken more than 100,000 acres – were once considered a career highlight for firefighters. But they're increasingly becoming the norm. "We hear from the first responders that they have never seen fire behavior like this in their careers," said Bidaburu. "[Megablazes] are becoming routine. During the summers we are seeing them on a weekly basis."

- The number of fires that burn each year is trending downward – but the average acreage burnt by the blazes is rising.
- In California, roughly 2.6m acres of land went up in flames this year, eclipsing the 5-year-average of 1.4m.
- Eight of the top 15 largest wildfires in the golden state occurred in the last two years

Flames are reaching new heights

Fires committed feats never seen before. "For the first 25 years of my career, fires moved in a certain way and in a certain fashion but now they are acting very uncharacteristically," said Jon Heggie, CalFire battalion chief. "There's no denying that fires are burning hotter and faster."

- The Dixie fire, which burned close to a million acres in California over three months, became the first fire to cross over the Sierra Nevada range. Soon after, the 221,775-acre Caldor fire became the second.
- The Windy fire and the KNP Complex fire, which tore through California's Sequoia & Kings Canyon national parks, resulted in the deaths of up to 3,637 mature sequoia trees – a species that thrived through fires for centuries.

Landscapes are turning into tinderboxes

Fire risk across the American west was exacerbated by historic conditions: a record-breaking drought and unprecedented heatwaves. Higher heat not only dries landscapes faster, making them prone to burn, it also reduces snow, reducing the water flow into rivers and reservoirs. "You are just racking up year after year of high temperatures and below-average precipitation" said Andrew Hoell, a National Oceanic and Atmospheric Administration meteorologist who serves as co-lead on the agency's drought taskforce. "It's just a lousy situation."

- 2021 delivered the hottest summers on record in California, Nevada, and Oregon. Washington and Arizona had their second hottest summer this year.

- By the end of November – even after heavy rains doused the Pacific north-west and northern California – 80% of the west remained categorized in severe drought. Half of the region was still experiencing extreme drought.

Enormous pressure on resources

Combined, the fires put enormous stress on the US' firefighting resources. Bidaburu says the increasing intensity and the proximity and danger to communities has driven up costs. "You get these intense fires and they require more resources, the urgency is higher, the public safety aspect is much higher," he says.

- The cost of battling these blazes in 2021 was more than \$4.4bn, according to the NIFC – more than double the 10-year average for federal firefighting costs. That's the most ever spent on a fire season by the federal government and these numbers don't include state and local expenditures.
- Federal agencies categorize "preparedness levels" on a scale of one to five to denote the amount of resources deployed to battle blazes across the country. This year, the country was cast in categories four and five for 14 consecutive weeks, the longest stretch ever documented at the two highest levels. At level four, more than half of all national firefighting resources are deployed. At level five, resources are nearly exhausted.

Shifting strategies

The intensity of this year's fire season has raised the stakes, forcing governments to adapt their suppression strategies. If high greenhouse gas emissions continue, climate models show that the risk of large wildfires could jump up to 6-times higher in the next three decades.

"We are seeing a dramatic increase and this environment we are in is here to stay," said Heggie, the CalFire chief. States like California are ramping up mitigation efforts and prioritizing programs to educate the public on fire safety, but are constantly fighting to keep up with the changing conditions.

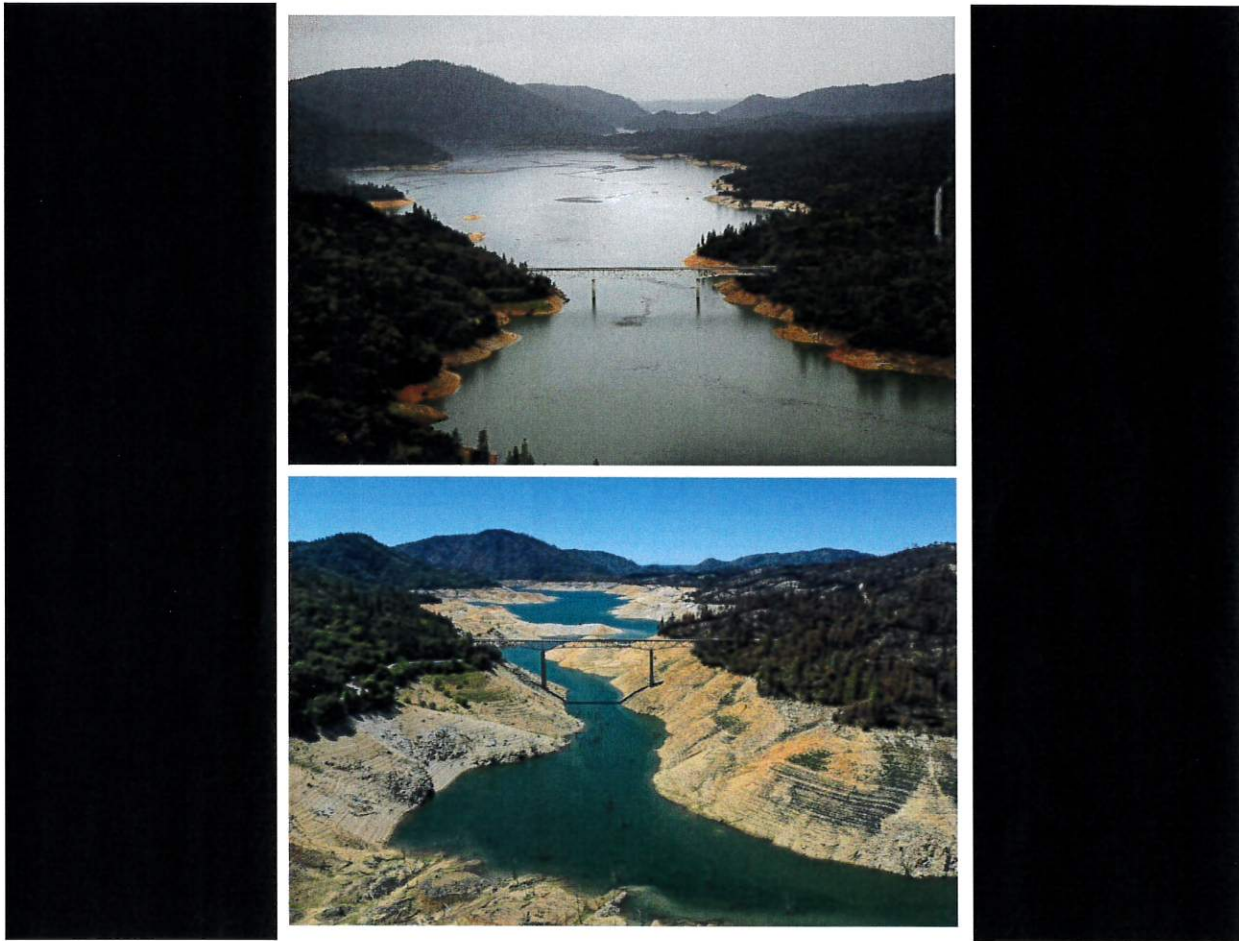
- Officials are trying to plan five steps ahead of the fire, anticipating that the flames could spread 10 times faster than they once did, according to Heggie. Blazes once battled over two to three weeks are now burning the same amount of space in a single day.
- Budgets are being boosted. Biden's \$1.2tn infrastructure bill includes \$3.3bn for wildfire management, including pay increases and programs for firefighters bearing the brunt of the increasing intensity. In California, legislators granted close to \$1bn in wildfire prevention for the 2021 fiscal year and at least \$200m annually over the next 6 years. A \$15m increase in funding was included in Noaa's budget request for fiscal year 2022 to fund fire weather research and observations that will give communities access to key predictions.
- In the social safety-net and climate bill still in Congress, Democrats have proposed spending \$27bn on protecting the nation's forests, which includes \$14bn for fuel reduction projects.

2021: The Year California Fell Back Into A Drought

As 2021 comes to a close, we take a look back at when the latest California drought began to affect the Golden State.

Maggie Fusek, Patch Staff

Posted Fri, Dec 24, 2021 at 11:09 am PT

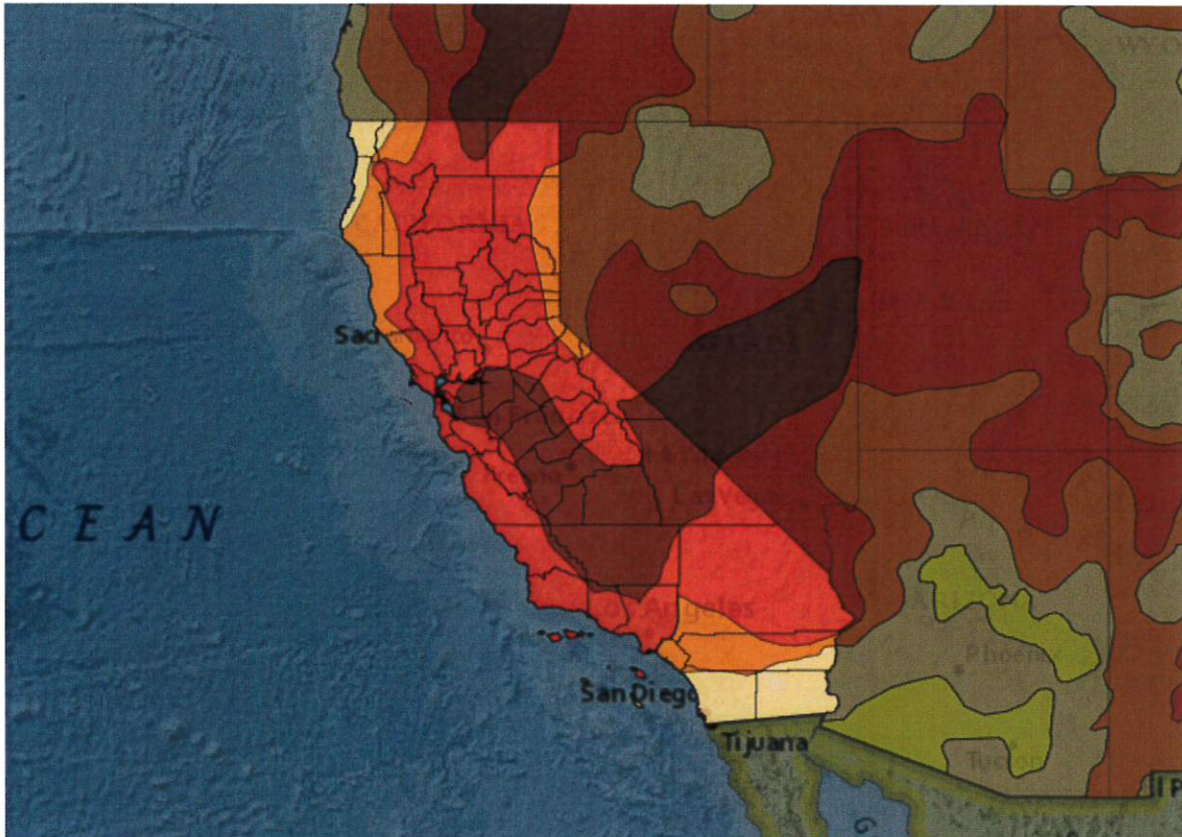


In this composite image, a comparison is made between aerial views of Lake Oroville when the state's severe drought emergency was lifted in 2017 (top) and a week after California Gov. Gavin Newsom declared a drought emergency in two counties in 2021. (Photo by Justin Sullivan/Getty Images)

ACROSS CALIFORNIA — To date, 2021 has been the 16th driest year in California over the past 127 years. But with October being the fourth-wettest in 127 years, some are asking whether the Golden State may be headed out of the drought just as soon as it began.

As of Tuesday, the U.S. Drought Monitor reported that 23.1 percent of California was still in an exceptional drought, down from 37.6 one month prior. Another 79.4 percent of California remained in extreme drought as of Dec. 21, while 92.4 percent of the Golden State was in a severe drought and 100 percent was in a moderate drought.

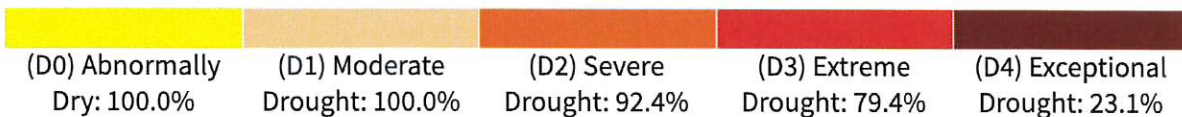
Current U.S. Drought Monitor Conditions for California: Current



Basemap Sources: National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA,

U.S. Drought Monitor for CA

INCREMENT P



Source(s): NDMC, NOAA, USDA

Updates Weekly - 12/21/21

[Drought.gov](https://drought.gov)

California's drought status as of Tuesday, Dec. 21, 2021 (U.S. Drought Monitor)

In an exceptional drought — or level D4 — fields are left fallow; orchards are removed; vegetable yields are low; the honey harvest is small; fire season is very costly; the number of fires and area burned are extensive; fish rescue and relocation begins; pine beetle infestation occurs; forest mortality is high; wetlands dry up; survival of native plants and animals is low; fewer wildflowers bloom; wildlife death is widespread, and algae blooms appear.

In an extreme drought — or level D3 — livestock need expensive supplemental feed; cattle and horses are sold; little pasture remains; fruit trees bud early; producers begin irrigating in the winter; fire season lasts year-round; fires occur in typically wet parts of state; burn bans are implemented; water is inadequate for agriculture, wildlife, and urban needs; reservoirs are extremely low, and hydropower is restricted.

During a severe drought — or level D2 — grazing land is inadequate; fire season is longer, with high burn intensity, dry fuels, and large fire spatial extent; trees are stressed; plants increase reproductive mechanisms, and wildlife diseases increase.

Find out what's happening in Napa Valley with free, real-time updates from Patch.

Let's go!

In a moderate drought — level D1— dryland pasture growth is stunted; producers give supplemental feed to cattle; landscaping and gardens need irrigation earlier; wildlife patterns begin to change, and stock ponds and creeks are lower than usual.

During an "abnormally dry" season — level D0 — soil is dry; irrigation delivery begins early; dryland crop germination is stunted, and active fire season begins.

California's last drought lasted for more than 7 years, from December 2011 to March 2019.

The drought was declared over and Californians breathed a sigh of relief.

For the remainder of 2019 and into 2020, however, most of California remained in an abnormally dry state and some areas experienced a moderate drought.

Then, the 2020 rainy season was the third driest on record, and it came on the heels of another dry year.

Murmurings of another drought started as early as spring 2020 when "extremely low" rainfall and the use of water from local reservoirs to fight wildfires were cited as factors that contributed to local water emergencies in communities such as St. Helena in the Napa Valley wine-growing region. Over the last decade, some of the worst wildfires in California history have ravaged Northern California's wine country.

A Look Back: 2021 And The California Drought

As 2021 comes to a close, we take a look back at how another California drought has started to affect our lives, and what our local, regional, state and federal elected officials have done and are doing about the Golden State's water woes.

March 23, 2021: St. Helena City Council To Discuss Penalties For Water Wasters

As the elevation of Bell Canyon Reservoir falls to 400.11 feet — equivalent to 40 percent capacity and very low compared to last year's 70.2 percent capacity for the same time period — the St. Helena City Council is scheduled to review penalty options associated with excess water use.

April 21, 2021: Gov. Newsom Declares Drought Emergency In 2 California Counties

Gov. Gavin Newsom — standing in the barren, dried-up bed of Lake Mendocino — declares a regional drought emergency in Sonoma and Mendocino counties.

The executive order will bring resources and aid to the two counties. But Newsom said the state won't enforce water conservation measures.



A buoy sits on dry ground that used to be the bottom of Lake Mendocino, April 22, 2021, in Ukiah, California. As severe drought took hold in California, the water level at the Mendocino County lake dropped to a historic low of 43 percent capacity. (Photo by Justin Sullivan/Getty Images)

April 26, 2021: Marin County Water District Enacts Tough Restrictions

The Marin Municipal Water District last week enacted tough restrictions amid what the agency described as historic drought conditions.

Marin Water's Board of Directors unanimously adopted mandatory restrictions at its Tuesday meeting that prohibit washing vehicles at home, power washing homes and businesses, and flooding gutters.

Watering grass on public medians and using potable water for dust control, sewer flushing and street cleaning are also prohibited.

April 27, 2021: Drought Emergency Declared By Sonoma County: 'No Water To Waste'

The Sonoma County Board of Supervisors declares a drought emergency and asked Gov. Gavin Newsom to seek a presidential disaster declaration.

According to the county, after two consecutive extraordinarily dry years, Lake Mendocino was at 43 percent of target capacity and Lake Sonoma was at 62 percent of capacity — the lowest both lakes had been on this date.

"The drought in Sonoma County may result in broad impacts and considerations that extend beyond drinking water and conservation efforts. In some instances, such as local agriculture, the drought has created a critical emergency with significant crop loss and costs to local producers. Now is the time to save every drop of water," Sonoma County Supervisor Lynda Hopkins said. "There is no water to waste."

April 30, 2021: As CA's Drought Conditions Worsen, RivCo GOP Lawmaker Pushes Bill

A bill co-authored by U.S. Rep. Ken Calvert would extend California provisions of the Water Infrastructure Improvements for the Nation (WIIN) Act through fiscal year 2028.

President Barack Obama signed the WIIN Act into law in late 2016. The California portion of the Act — Subtitle J — is set to expire later this year unless an extension is brokered. Subtitle J calls for, among other things, the "approval of operations or temporary projects to provide additional water supplies as quickly as possible" in California while still adhering to state and federal laws/regulations.

May 30, 2021: California's Drought Became Dire In May — Here's What To Expect

California entered the month of May officially in a drought and by the end of the month, more than a quarter of the state was categorized as having exceptional drought conditions, the direst category. Depleted reservoirs up and down the state mean water-use restrictions and a brutal fire season are in California's near-future, experts warn.

June 1, 2021: Drought Emergency Declared By City Of American Canyon

The city of American Canyon in Napa County declared a stage 1 drought emergency, calling for voluntary water conservation.

June 18, 2021: 25 Photos Show Severity Of California Drought Conditions

California reservoirs depict deepening droughts amid one of the hottest summers to date. While the Golden State is no stranger to droughts, this time around is especially unsettling as reservoirs show dry conditions that haven't been seen since 1967-77.

June 21, 2021: Worst CA Drought In As Much As 1,200 Years As Seen By Satellite

NASA releases satellite images putting California's drought into stark relief. The drought was made worse by the first major heatwave of the year and has demolished temperature records and left the state a tinderbox as it heads into fire season.

The heatwave — which also shattered records across the western United States — exacerbated California's drought: 85 percent of the state fell into extreme drought as of June 17, according to the U.S. Drought Monitor.

The drought has now reached historic proportions and drew comparisons with the end of the state's previous seven-year drought.

June 29, 2021: Local Emergency Due To Drought Declared In Santa Clara County

Weeks after the Santa Clara Valley Water District declared a water shortage emergency, Santa Clara County declared a local emergency due to the extreme drought conditions and called on residents and businesses in the county's unincorporated areas to begin conserving water. The water district had recommended at a meeting June 9 that the county declare a local emergency and implement mandatory water restrictions to accomplish a 15 percent reduction in water use from 2019 — or 33 percent of 2013 water use — along with proposed restrictions that include caps on using potable water for outdoor landscaping and irrigation and washing cars and structures.

July 8, 2021: Gov. Newsom Declares Drought Emergency For Marin County

Gov. Gavin Newsom extends an emergency drought proclamation to include nine additional counties including Marin.

Marin was among three Bay Area counties added to the proclamation that now includes 50 of the state's 58 counties.

The declaration gives the state expanded power including the ability to restrict the rights of some water users and the suspension of environmental regulations.

July 20, 2021: Drought: Moisture Levels In San Mateo Co. Remain At Record Low

Fuel moisture levels in San Mateo and Santa Cruz counties continue to decrease and are at historically low levels as fire officials prepare for fire season.

Cal Fire CZU performed a bi-monthly fuel moisture test on vegetation across its region and found that sites in both counties outside the marine layer remain at historically dry levels.

The moisture levels detected at the sites — Pulgas in San Mateo County and Saratoga Summit in Santa Cruz County — remain consistent with the driest parts of the drought from 2011 to 2017 and are also four to six weeks ahead of last year's values, according to fire officials.

July 23, 2021: Stage 2 Drought Emergency Declared By City Of American Canyon

A month later, when the city did not reach a desired 10 percent reduction in water use, American Canyon declared a stage 2 drought which made it mandatory for customers to cut water use by 20 percent.

Stage 2 also prohibited:

- Using water for gardening, landscape irrigation, washing vehicles or equipment between noon and 6 p.m.

- Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas.
 - Irrigating at any time if it results in runoff in a gutter or other drainage conveyance system.
 - Using water to fill a new swimming pool, spa, pond or similar recreational basin of water
 - Operating any ornamental fountain or other structure making similar or otherwise ornamental use of water outside.
-

July 27, 2021: Water Shortage: Calls For Voluntary Reductions Begin In Palos Verde

It's now time for residents to voluntarily reduce water usage amid a growing water shortage in California, West Basin Municipal Water District officials said.

July 28, 2021: Culver City Asks Residents To Reduce Water Usage In Drought

California is experiencing severe drought conditions and Culver City is pushing to reduce its water usage by 15 percent, officials said.

"Gov. Gavin Newsom has declared a *drought state of emergency* in 50 of the State's 58 counties," officials said. "Everyone is encouraged to use water responsibly and make conservation an important part of their routine every day."

Aug. 18, 2021: Gilroy To Meet With County Water District To Discuss Drought

The city of Gilroy will take part in a joint meeting with the Santa Clara Valley Water District and city of Morgan Hill to discuss the water shortage emergency in Santa Clara County.

Earlier in August, Gilroy declared a Level 2 water supply shortage due to worsening drought conditions and placed limits on watering hours, days and duration with a goal of achieving 33 percent reduction in water use compared to 2013 levels.

Sept. 23, 2021: 'Water Banking': Riverside County Agencies Join Up

Water districts in Riverside County have joined with districts throughout the region to form a water banking program intended to provide access to stored supplies in the event of drought, it was announced Wednesday.

"This is a historic agreement and will benefit millions of Southern California residents by better preparing our respective regions for future droughts," Perris-based Eastern Municipal Water District Board President Phil Paule said.

Oct. 19, 2021: CA's Drought Emergency Extended To Include Riverside County

With water conservation efforts continuing to fall short, Gov. Gavin Newsom extended a drought emergency declaration statewide Tuesday, adding eight counties that were previously excluded, including all of Southern California.

"As the western U.S. faces a potential third year of drought, it's critical that Californians across the state redouble our efforts to save water in every way possible," Newsom said in a statement. "With historic investments and urgent action, the state is moving to protect our communities, businesses and ecosystems from the immediate impacts of the drought emergency while building long-term water resilience to help the state meet the challenge of climate change impacts making droughts more common and more severe."

Oct. 25, 2021: Petaluma Coast Guard Center To Undergo Energy Resilience Upgrade

The U.S. Coast Guard awarded a \$48 million "Energy-Savings Performance Contract" that will make a \$36.1 million capital investment at Training Center Petaluma, the Coast Guard's largest west coast training facility.

The project will safeguard the remote campus against recurring climate threats including wildfires, high winds, drought and power outages, and is designed to provide 10 days of self-sufficient operations for the Petaluma campus using energy conservation measures.

Nov. 3, 2021: Agoura Hills Water District Declares Local Drought Emergency

The Las Virgenes Municipal Water District unanimously voted to declare a drought emergency and intensified their drought mitigation efforts.

The decision closely follows Gov. Gavin Newsom's statewide drought emergency declaration on Oct. 19, as the state may enter its third consecutive year of drought.

The district, which covers Calabasas, Agoura Hills and Hidden Hills, relies almost exclusively on imported water. This water is allocated to the region by the State Water Project, which has already reduced their initial water allocations for the year as the water level in some state reserves [hits record lows](#).

Nov. 10, 2021: Winged Warning: Migrating Birds Hit Hard By California's Drought

California is the most critical link in the 4,000-mile-long Pacific Flyway, a route along the West Coast where millions of birds shuttle between their summer and winter homes. It's an arduous journey, hopscotching from wetlands and waterways, allowing birds to rest and refuel, shoring up strength for their trip.

Wildlife experts say this year's severe drought has uncoupled that connectivity. Normal routes — long imprinted in migrating birds' navigation systems — have gone haywire.

The Atmospheric River Scale: A useful forecasting tool or storm hype?

BY [JACQUELINE BENNETT](#) LOS ANGELES

PUBLISHED 11:00 AM PT DEC. 14, 2021

The term atmospheric river is thrown around so freely these days, it seems nearly every storm to hit California is now classified as an atmospheric river event.

The definition of an atmospheric river has changed since it was first coined and the recently introduced storm scale may be overstating atmospheric river impacts.

What You Need To Know

- The term atmospheric river is overused in forecasting
 - A true atmospheric river has moisture and duration thresholds
 - The most important factor is how much rain falls, not the atmospheric river scale
 - Calling weak storms atmospheric rivers desensitizes the public to more serious event
-

The history of atmospheric rivers

The term “atmospheric river” was first used in a geophysical research paper in 1994.

It was discussed further in a 2013 conference simulating a worst-case scenario, dubbed ARkStorm. ARkStorm depicted a 1-in-1000 year atmospheric river event.

ARkStorm was designed to mimic a series of atmospheric rivers that pummeled California from December 1861 to January 1862, bringing a year’s worth of rain in a single month.

Atmospheric rivers in forecasts

An atmospheric river is simply a moisture plume that reaches a certain threshold for a given period of time. An atmospheric river looks at the amount of moisture (or water vapor) in the atmosphere, not how much rain is forecast to fall to the ground.

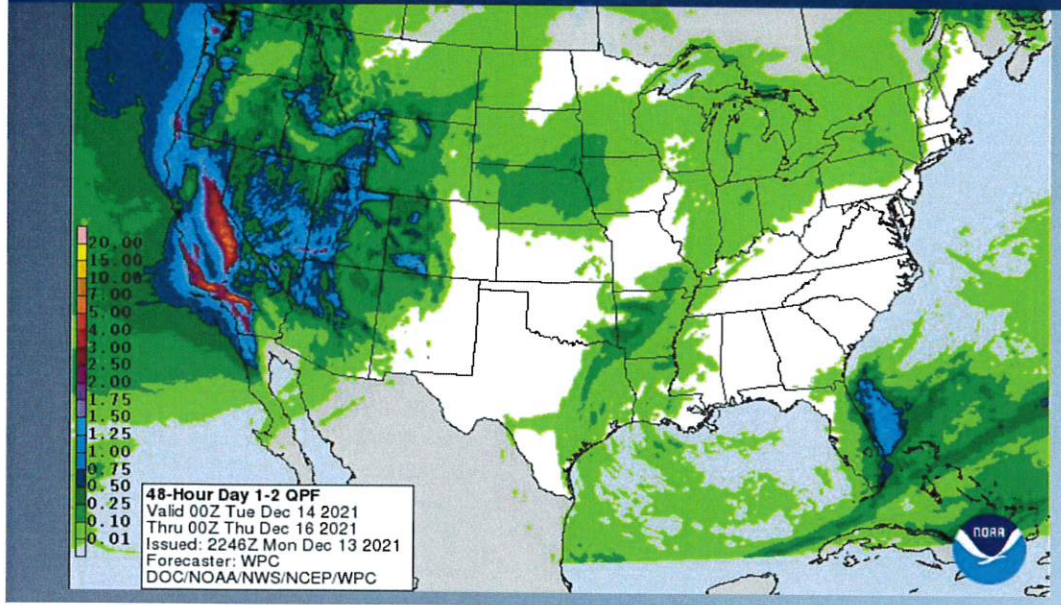
Similar to the Saffir-Simpson Hurricane Wind Scale used to categorize a hurricane based on the maximum sustained wind speeds it produces, the Atmospheric River Scale was developed as a way to categorize an atmospheric river event over a certain location by measuring the expected duration of the storm along with the amount of water vapor it contains.

While this scale may prove to be beneficial for researchers, it does not necessarily provide the critical information you need to know from a hazard standpoint.

“No dam operator or public works director is going to make a decision based on an atmospheric river category,” Certified Consulting Meteorologist Jan Null says. “The important part is how long it rains, not how long clouds are over you.”

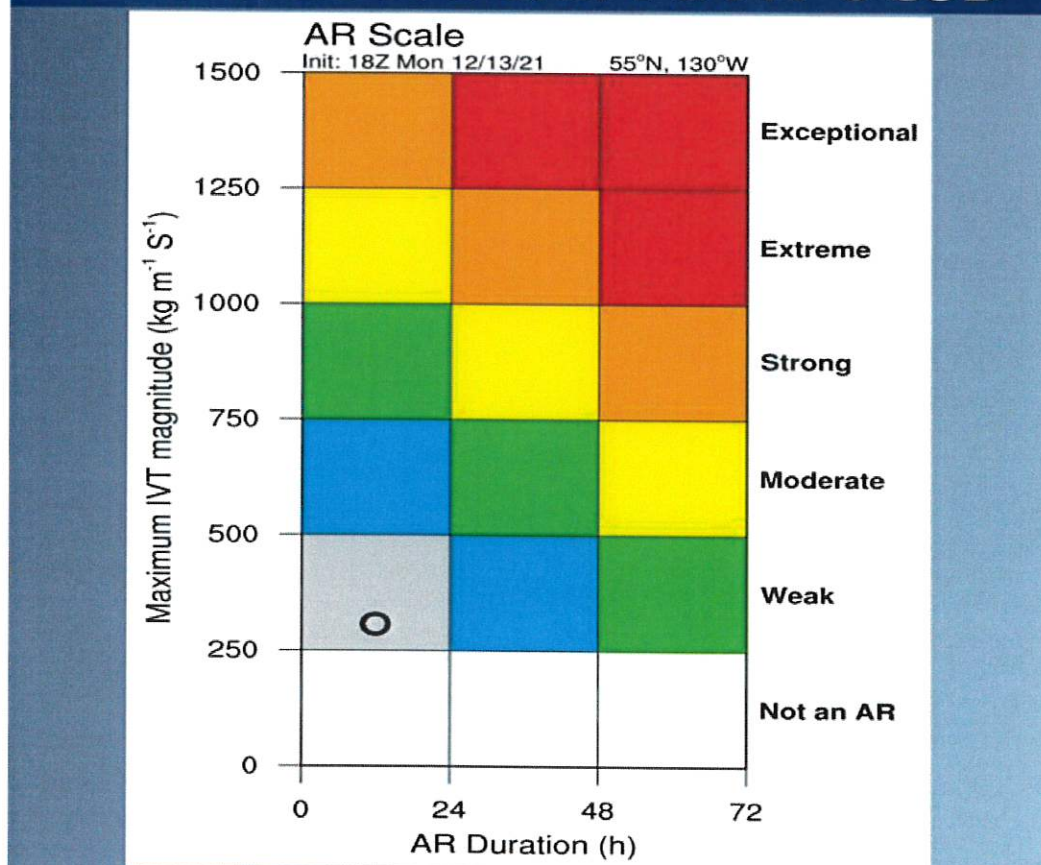
Rather, what the decision-makers need to know is the Quantitative Precipitation Forecast (QPF), which tells you how much rain is expected.

QUANTITATIVE PRECIPITATION FORECAST COURTESY: NOAA



Even if a moisture plume hits the magnitude threshold of available moisture, it still must reach a certain duration threshold of at least 24 hours to officially qualify as an atmospheric river. And even if an atmospheric river does meet the official criteria, rating it on a scale may not necessarily be meaningful to the public.

ATMOSPHERIC RIVER SCALE COURTESY: SCRIPPS AT UCSD



“Part of the issue is the categorization of an AR is length of time a particular water vapor value is experienced, NOT when the rain begins and ends,” Null explains.

Overusing the term and misunderstanding the magnitude and time thresholds could lead to the boy who cried wolf syndrome with the public.

“There is this public perception that any atmospheric river equates to a monster rain event,” Null adds. “In reality, most are just stationary or stalled cold fronts.”

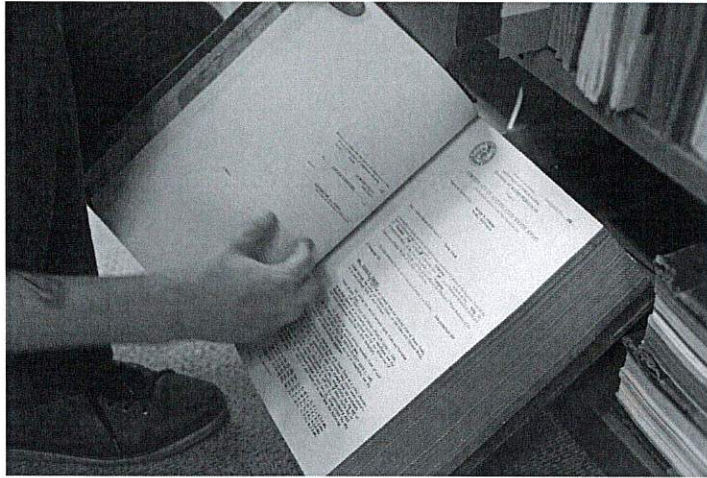
The bottom line

While atmospheric rivers may be a good research tool, the overuse of the term in media broadcasts may be doing the public a disservice by desensitizing them to occasional dangerous events.

“This year, the indeed significant October 24 atmospheric river event will be what most people will think of when they hear an atmospheric river is coming,” Null adds.

So the overuse of a term that was intended to elevate the visibility of extreme events on the West Coast has instead taken on the hyperbole of the Polar Vortex.

Paper records and steel vaults: Can California water rights enter the digital age?



Matthew Jay, an analyst at the State Water Resources Control Board, holds a thick volume of adjudicated water rights certificates. After 13 years, he knows the room better than anyone else at the agency.

(Ari Plachta / Los Angeles Times)

BY ARI PLACHTA

DEC. 27, 2021 5 AM PT

From an unremarkable office in Sacramento, Matthew Jay can pinpoint any moment in California history when somebody was granted the right to transfer water from any particular lake, river, stream or creek.

An analyst with the California State Water Resources Control Board, he is a custodian of millions of pieces of paper. Some are over a hundred years old and are crammed into towering filing cabinets and vaults. The room is so heavy that its floor needed to be reinforced.

“When I started opening some of these files my first thought was: ‘I need to be very careful with these old, old documents.’” Jay said. “They’re printed on an equivalent to tissue paper.”

But in the world’s fifth-largest economy — a state where global warming is contributing to ever longer and more frequent droughts — regulators say reliance on such an antiquated system is troubling. They say the lack of a comprehensive digital system and full information about who owns the right to use water and how much they actually use makes basic water management in the state mystifying at best, and inaccurate at worst.

After 13 years of working in the records room, Jay can easily rattle off the most notable water users documented there: There’s Mike Yurosek, inventor of baby carrots. Coppola Wineries, the vineyard started by Francis Ford Coppola after his blockbuster “Godfather” trilogy. And Glenn-Colusa Irrigation District, which funnels enough water to rice farmers north of Sacramento to supply the city of Los Angeles several times over. Yet researching the location of every water right granted along a waterway like the Shasta River can take up to a year to complete.

California's Byzantine system of water rights dates back to the Gold Rush, when miners declared their rights to water by nailing paper notices to trees. The oldest rights holders have seniority, and when the state restricts water use in times of drought, these senior rights holders are last to be curtailed, if at all.

California's lack of timely and useful data became all too apparent during the 2012-2016 drought and prompted new regulations that populated a clunky data portal with new water use information. But problems remained during this most recent drought, as regulators used outdated and incomplete data to issue curtailments this past summer.



Analyst Matthew Jay, left, and deputy director of water rights, Erik Ekdahl, in the State Water Resources Control Board records room. The room holds the history of California's water rights and is so heavy with paper that the floor needed to be reinforced. (Ari Plachta / Los Angeles Times)

"We're behind the curve on this in a way that's really shocking," said Felicia Marcus, former chair of the water board under Gov. Jerry Brown and visiting fellow at Stanford University. "In the absence of workable data, people can say whatever it is convenient for them to say. So let's get the data. That's how all good water management works."

This year, Gov. Gavin Newsom approved \$33 million as part of a surplus budget to modernize California's water rights information system. It's the latest effort in an uneven regulatory history that has sought to make water use in the state more transparent.

Erik Ekdahl, a deputy director at the state water board, said the process of combining water supply information from the Department of Water Resources, water rights documentation from the records room, spotty demand data reported by users themselves, and environmental needs for every watershed, is tedious and convoluted.

The forthcoming data system, currently in a contracting phase, will be mapped, searchable, and include water diversion and rights information at the click of a button. The idea is to create a spatial image of California's water use, with an ultimate goal to set up a telemetry system where water meters are directly connected to the internet.

“This isn’t a changing climate, this is a changed climate... We should expect to be doing curtailments again, and maybe more frequently, maybe in two years, maybe next year,” Ekdahl said. “Right now we make data-driven decisions, but the data comes at a great time and expense. We’re setting the stage for making all this information actually accessible and creating the opportunity for people to make data-driven decisions themselves.”

California’s water data problems don’t end with the digitization of paper records, information that’s mainly used for long term planning. The state is uniquely in the dark about how much water gets used, and by whom, in a given moment compared with other Western states like Colorado. That is particularly the case with agriculture — the \$50-billion industry that uses roughly 80% of surface water supplies.

It was 2009 when the state issued mandates for urban and agricultural water districts to report how much water they deliver to their customers — by snail mail — without using a meter. By 2015, a new law required even more water users to measure and report yearly how much water they take from waterways.

But since that law took effect, fewer than 20% are complying according to a long “deficiency list” of rights holders who have failed to respond. An even lower percentage are following the latest reporting rules passed in the last couple years, according to the water board.

The data has glaring errors, like numbers reported in acre feet instead of gallons, and it’s a year old by the time regulators use it. Laws that govern California water may also incentivize users to claim more than the share of water they actually use, known as the “use it or lose it” doctrine.

That’s why Michael Kiparsky, director of the Water Wheeler Center at UC Berkeley, says the forthcoming system is only a step in the right direction toward effective California water management. His team researched water rights data to build a prototype — scanning, digitizing and assigning metadata to over 130,000 pages of water rights documents from the Mono Basin.

“Hopefully this database will be a piece of the puzzle that will enable people to start unlocking new ways of managing water in California that could get us to a less painful future,” Kiparsky said.

Even if it’s finished in a breakneck pace of two years, the technical and cost barriers to reporting information in rural areas as well as reticence to share information with the government will remain.

Valerie Kincaid, a water law attorney who represents water districts and farmers along the San Joaquin River, is skeptical that regulators will take quicker and better informed action in times of drought, despite access to more information.

“You have a whole group of people that have the data. They live with the data, and they don’t really trust the board to do anything good with it. They’re not thrilled about reporting because they’re afraid it’s going to be used against them,” said Kincaid. “There’s a big trust issue.”

A new technological venture using satellite-based estimates of evapotranspiration to measure water aims to be a less invasive and cost-free means for farmers to send in data. The organization, called OpenET, is a collaboration between NASA, Google Earth and the Environmental Defense Fund.

Brett Baker, a fifth-generation farmer in the Sacramento-San Joaquin River Delta and attorney representing the Central Delta Water Agency, is familiar with those longstanding trust issues and hopes the new outside technology can satisfy farmers' reporting requirements.

"Hopefully that will satisfy the reporting requirement and enlighten their understanding," he said of the water board. "I think this is a real opportunity for us to start operating in reality with real useful data, as opposed to just making stuff up to fit the narrative."

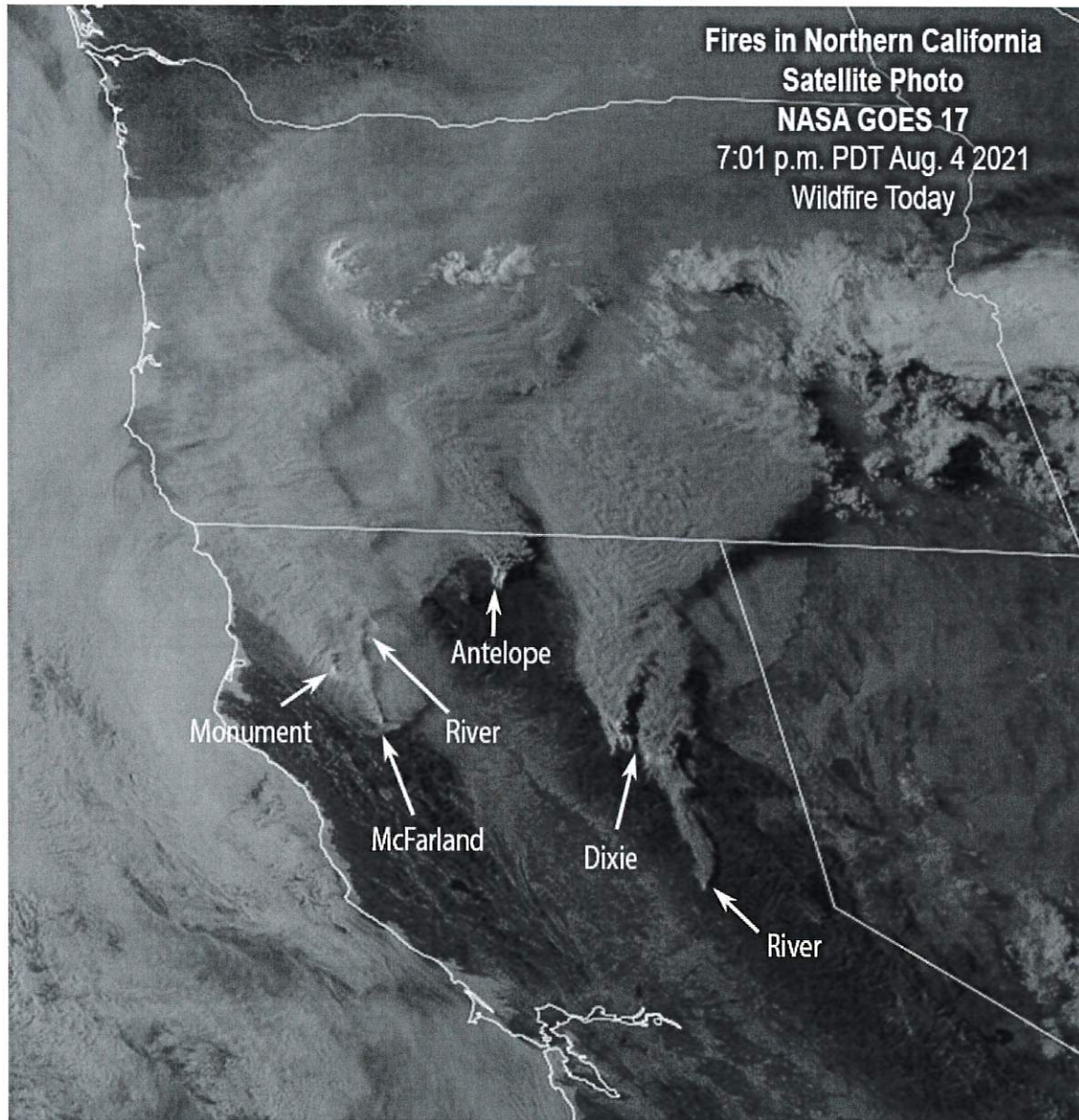
Matthew Jay, in the meantime, will help the water board digitize the water rights system as a kind of records consultant, and keep doing the most rewarding part of his job — helping people learn about water rights.

"It's about providing that customer service to folks, so they can do the research and inform themselves of what water rights there are on a property," he said, and just making people aware that water rights exist in the first place.

Researchers find that wildfire smoke poses neurological hazards

Author: Bill Gabbert Posted on: December 29, 2021 Source: Wildfire Today

Inhaled microscopic particles from wood smoke can work their way into the bloodstream and reach the brain, putting people at risk for premature aging and various forms of dementia, depression, and even psychosis



Satellite photo, smoke from California fires at 7:01 p.m. PDT Aug 4, 2021.

The research outlined below by the University of New Mexico Health Sciences Center is further evidence of the importance of smoke management. Land managers, agency administrators, and incident management teams need to constantly consider methods of reducing smoke exposure to firefighters and the downwind population when planning, conducting, or suppressing wildfires and prescribed burns.

Woodsmoke from massive wildfires burning in California shrouded much of the West last summer, making it harder for people suffering from respiratory illnesses to breathe. Those respiratory consequences can be dangerous — even life-threatening — but Matthew Campen,

PhD, a professor in The University of New Mexico College of Pharmacy, sees another hazard hidden in the smoke.

In research published online this week in the journal *Toxicological Sciences*, Campen and his colleagues report that inhaled microscopic particles from woodsmoke work their way into the bloodstream and reach the brain, and may put people at risk for neurological problems ranging from premature aging and various forms of dementia to depression and even psychosis. “These are fires that are coming through small towns and they’re burning up cars and houses,” Campen says. Microplastics and metallic particles of iron, aluminum and magnesium are lofted into the sky, sometimes traveling thousands of miles.

In the research study conducted last year at Laguna Pueblo, 41 miles west of Albuquerque and roughly 600 miles from the source of wildland fires, Campen and his team found that mice exposed to smoke-laden air for nearly three weeks under closely monitored conditions showed age-related changes in their brain tissue. The findings highlight the hidden dangers of woodsmoke that might not be dense enough to trigger respiratory symptoms, Campen says.

As smoke rises higher in the atmosphere heavier particles fall out, he says. “It’s only these really small ultra-fine particles that travel a thousand miles to where we are. They’re more dangerous because the small particles get deeper into your lung and your lung has a harder time removing them as a result.”

When the particles burrow into lung tissue, it triggers the release of inflammatory immune molecules into the bloodstream, which carries them into the brain, where they start to degrade the blood-brain barrier, Campen says. That causes the brain’s own immune protection to kick in. “It looks like there’s a breakdown of the blood-brain barrier that’s mild, but it still triggers a response from the protective cells in the brain — astrocytes and microglia — to sheathe it off and protect the rest of the brain from the factors in the blood,” he says.

“Normally the microglia are supposed to be doing other things, like helping with learning and memory,” Campen adds. The researchers found neurons showed metabolic changes suggesting that wildfire smoke exposure may add to the burden of aging-related impairments.

The research team included colleagues from the College of Pharmacy and the UNM Departments of Neurosciences, Geography & Environmental Studies, and Earth and Planetary Sciences, as well as researchers at Arizona State University, Michigan State University and Virginia Commonwealth University.

Swelling Sierra Nevada snowpack offers no reprieve for Sonoma County drought

GUY KOVNER THE PRESS DEMOCRAT December 29, 2021, 5:41AM

The Mount Rose ski area, at 8,900 feet in the Sierra Nevada near Lake Tahoe, had 116 inches of snow Tuesday, with almost 3 feet freshly fallen since the day before Christmas.

The UC Berkeley Central California Snow Lab at Donner Summit on Tuesday morning reported more than 8 inches of snow in the previous 24 hours, bringing the total for December to 202 inches, the third snowiest month on record since 1970.

“It took us 40 minutes to get from the front door of the lab to where the measurement is completed 50 yards away,” lab researchers said in a tweet.

The California snowpack, which provides a third of the state’s water supply, was at 159% of normal for Tuesday’s date, the Department of Water Resources reported.

But if you think the heavy white blanket over the 400-mile mountain range will help ease the North Bay’s drought — think again.

“We don’t see that water in our area,” said Jay Jasperse, chief engineer and director of groundwater management at Sonoma Water, the North Bay’s dominant drinking water supplier.

Water for Sonoma, Mendocino and Marin counties comes from rainfall in the Russian and Eel River watersheds filling the region’s two major reservoirs: Lake Sonoma west of Healdsburg and Lake Mendocino at Ukiah.

Snow, like the white stuff this week on Pine Flat Road and Cobb Mountain in the Mayacamas Mountains, has only a “minor impact” on the Russian River system, Jasperse said.

“It just doesn’t linger,” he said.

In the higher-altitude Sierra and Cascade ranges, snow remains into the spring and summer, recharging California’s major reservoirs that feed into the state and federal water projects with aqueducts carrying water far to the south.

The big snowpack is “like a high-elevation reservoir that slowly releases water,” Jasperse said.

Heavenly Valley — with 76 inches of snow Tuesday — is at 8,800 feet near Lake Tahoe, nearly twice the elevation of 4,723-foot Cobb Mountain, where snow usually disappears within a day.

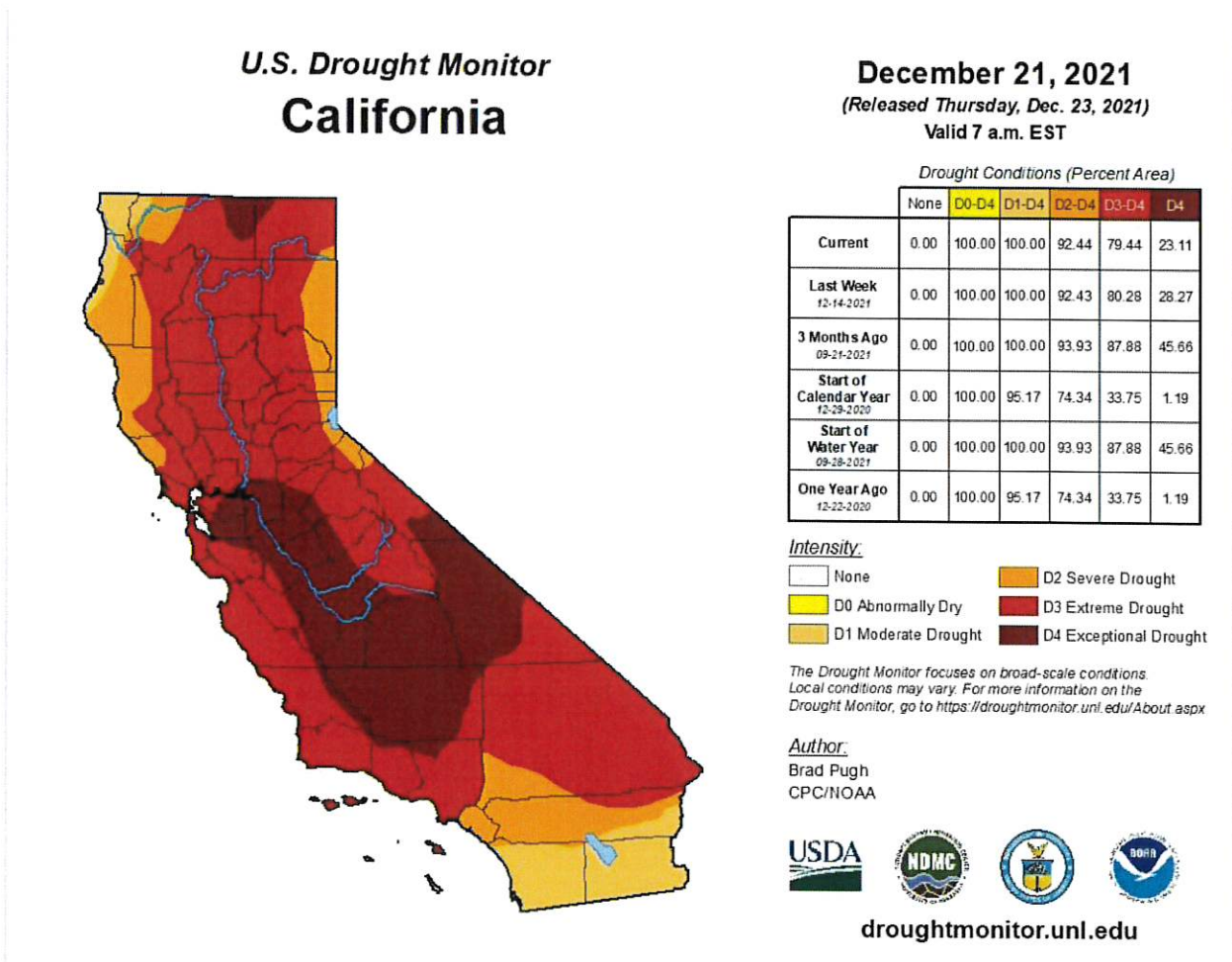
Despite a pair of heavy storms, called atmospheric rivers, in October and December, Lake Sonoma is about 55% full, compared with an 84% average for Tuesday’s date, and smaller Lake Mendocino is close to half full, compared with a 62% average.

Sonoma Water, which delivers Russian River water to more than 600,000 Sonoma and Marin county residents, is still urging conservation measures, noting the reservoirs hit historic lows this year.

“I know that’s a hard message (to understand),” Jasperse said. “You just have to look at the big picture. We still are filling the hole, so to speak” following two years of drought.

The recent heavy snows provide “a glimmer of hope” that has helped alleviate but not eliminate the statewide drought, a Department of Water Resources spokesman said Tuesday.

“More storms will be needed as we move through the winter season,” he said.



U.S. Drought Monitor map of California for the week of Dec. 21, 2021.

The federal government’s [Drought Monitor](https://droughtmonitor.unl.edu) last week showed nearly 70% of California, including the entire North Bay, in severe to extreme drought, the map’s second and third highest of four drought levels.

All of the state was in one of four levels, from moderate to exceptional drought.

You can reach Staff Writer Guy Kovner at 707-521-5457 or guy.kovner@pressdemocrat.com. On Twitter @guykovner.

Yes, We Love the Rain and Snow, but California Needs Much More

Published: December 30, 2021



A cabin in the Sierra Nevada near Phillips Station, Calif., where the first snow survey of the season took place December 30, 2021. DWR photo.

Most Californians have been experiencing a very wet holiday season. December storms have brought significant rain and record-breaking snow, sending water into our parched state reservoirs and adding to our Sierra Nevada snowpack, which is running well above average for this time in the season.

The winter storms are providing our drought-stricken state with a glimmer of hope, but more storms packing a similar one-two punch of rain and snow will be needed through the winter season before we can be in a place where drought conditions are no longer of concern.

California has the most variable weather conditions in the nation, and in the 21st Century we have seen climate change make our state's extremes even more extreme. California continues to see evidence of this with bigger swings between wet and dry years and even extreme variability within a season. A wet start to the year doesn't mean this year will end up above average once it's all said and done.

The 2020-2021 water years combined have ranked as the two driest years in California's statewide precipitation record, surpassing 1976-77. In fact, more than half of California's

Water Years since 2000 have been dry or drought years, contributing to less water in the system and creating increased risk for impacts such as devastating wildfire seasons.

The variability in our state's weather also could mean that the wet start to this water year could take a turn back down "Dry Street" as forecasts show the potential for dry weather in the new year. In December of 2012, for example, California saw above average rainfall and snow. The rest of the water year ended up bone dry, resulting in the first year of a declared drought that lasted until 2017.

While we are off to great start to the 2022 Water Year, these are only a few early storms and we still have the reminder of our wettest months historically ahead of us. It is crucial that we get rain and snow during those months to truly ease drought impacts.

So, you might be asking, how much water do we need this year before drought conditions ease? The answer depends on many factors, including where one lives, how much water evaporates during the spring runoff, snow water equivalent of the Sierra snowpack, groundwater levels, and more. It is still too early in the season to know for sure how it will all shake out.

The record-breaking snowfall in the Sierra and rain across California is certainly encouraging, but our state's water future remains uncertain due to precipitation variability and a changing climate. We encourage Californians to work together to use water wisely and save for our future.

DWR will continue to coordinate with other partner agencies who are committed to providing ongoing support to California's communities and responding to this record-setting drought.

For the most up-to-date information on California's current conditions, please visit <https://water.ca.gov/Current-Conditions>.

From *DWR Online*

Water Witchers: Why Innovation In Water Is Tough As Hell

By Adam Tank



The future of water already exists.

Satellites that can detect underground leaks, solar panels to pull water out of air in deserts, wastewater treatment plants in the bottom of high rise buildings that can churn out fertilizer... and hundreds (if not thousands!) of others.

Truly world changing innovations. Innovations that can secure the future of water for people all over the world. But very few of these technologies will ever scale in a meaningful way... and some may never see the light of day beyond a few small pilot projects or bench top studies.

Why is that? In a world where we can summon tacos on demand but 1 in 4 people don't have access to safe drinking water, why won't these world changing technologies go on to massive commercial and societal success?

The going consensus is that water is radically underpriced, and without a higher price point we'll never see large scale investment into the sector and into technologies that can save, reuse, and repurpose water & wastewater.

As a simple exercise — imagine how much money would funnel into the water sector if a barrel of water was valued at an equivalent price to a barrel of oil. (\$0.12 vs. \$81 at the day I write this). On average, 91 billion gallons of water (!!) are lost through drinking water supply networks every day across the globe. There'd be a global financial meltdown and cry for massive infrastructure investment if 91 billion gallons of oil were 'lost' every day (ecosystem impacts notwithstanding)!

However, even if the price of water were to drastically increase, there's a more subtle, less talked about reason why many of these innovative water technologies don't make it 'big time.'

It's a lesson I learned in 2015 when I was responsible for crafting a go-to-market strategy for General Electric's Water division, with a specific focus on innovative water technologies.

In this case, the focus was on what's called 'non-revenue water' and what opportunities might exist to help public and private companies keep track of leaks, inaccurate metering, and other sources of water loss in a given water distribution system.

A GE Transportation colleague sent us an email and mentioned that one of their railroad customers was having trouble with significant water loss on their railyard site and wondered if we could help. Since I had spent about 6 months scouring the world for cutting edge leak detection technologies, I was confident we could find a solution.

A colleague of mine and I headed off to a small town in the southeastern U.S. with plenty of lofty goals and thoughts about how we'd save this railyard's ailing water situation. Once on site, we were introduced to the site manager - a humble, small town guy - who took us on a private, 3 hour facility tour explaining the intricacies of where water was used in almost every part of his railyard operation.

When we approached the topic of water loss, the site manager explained that for months they couldn't account for a **million gallons a day** (and he was not exaggerating) of fresh water being 'lost.' They knew there was a leak in an underground pipe on site because the sub basement of one of their buildings had a river running through it, but had no idea where the actual leak was.

Being the brilliant technologist I thought I was, I immediately started asking what kinds of leak detection devices they'd tried. Acoustics? Robots? Satellites? The site manager brushed me off and very matter-of-factly said they had called in all kinds of 'experts' that used 'fancy technology' to try to locate the source of the leak. They used acoustic loggers, in-pipe sensors, GIS applications, and a host of others.

I stood there dumbfounded. How was it that none of these incredible technologies I had been learning about for MONTHS weren't able to solve his problems?

Imagine my surprise - and the look on my face - when he then told us (quite proudly, I might add) that he "brought in a water witcher for a couple hundred bucks. He walked around the site for about an hour and when his rods crossed, they dug right down and sure enough the broken pipe was right there."

Yes — a FREAKIN' WATER WITCHER.

For the uninitiated, the practice of 'divining water,' 'water witching,' or 'water dowsing' is alive and well in many parts of the world.

The premise is simple — by holding a forked stick, or in more advanced applications, two copper rods, you are able to locate underground water sources through the power of magnetism, physics, science, luck, and whatever other combination of ‘skills’ are required to become a practitioner.

Sound crazy? I thought so too. But some estimates show that there are over 60,000 active water witchers in the U.S. alone... more commonplace than I would’ve ever imagined!

Assuming our friend at the railyard was telling the truth, the fact the high tech didn’t work but the ‘old school’ method was flawless was astonishing to me. As I reflected on my experience that day, and with my tail between my legs, I crawled back to my cube at GE HQ and wondered if all this cool technology I’d been learning about was a giant waste of time.

The experience in the railyard taught me a very important lesson. One that has stuck with me for over ten years in the water industry. It’s simply this — that people in charge of our water systems don’t care about the technology, they care about the outcome. They need their problems solved so they can continue providing water to communities 24/7.

The site manager didn’t care about the technology. He just wanted to use what worked.

In the water industry failure is not an option. People ingest what we produce. Society as we know it *literally* cannot survive without water.

So water utilities, consultants, technology providers, and everyone in between needs to remember this — whatever we do, never forget our mission: to protect public health. If technology can help, great. But above all... the solution just needs to work.

Source: *Water Online*

CAPITOL WEEKLY (CAPITOLWEEKLY.NET)
NEWS 12/28/21

A new state department targets California's infrastructure

BY **WILL SHUCK** POSTED 12.28.2021

This summer, California created a department dedicated to stopping its strained electric grid from causing more catastrophic wildfires, and come the new year the fledgling bureaucracy will add a questionably mapped labyrinth of underground cables and pipes to its list of concerns.

The Office of Energy Infrastructure Safety (OEIS) became a stand-alone department under the the Natural Resources Agency July 1 of this year. Before that, it functioned within the Public Utilities Commission as the Wildfire Safety Division, an oversight branch created by statute in 2019.

Caroline Thomas Jacobs has been director of OEIS since its inception. She's staffing up and solidifying procedures even as she continues to the work of the former PUC division.

"We had to do the moving while still operating," said Thomas Jacobs. "It's been kind of a heavy lift. But we've done it. We've moved over while still fulfilling our statutory responsibilities."

OEIS is still fleshing itself out with energy experts, analysts, engineers, inspectors and attorneys. Even so, it performed 5,000 "inspection activities" of California's massive electric delivery grid, errant sparks from which have ignited some of the most deadly and costly fires in state history.

In simplest terms, the department will keep a watchful eye on state electricity providers' plans to harden their networks against a changing climate, a drying state and an ever-growing thirst for electricity.

As an arm of the PUC, the Wildfire Safety Division could track the utilities' compliance with their own fire prevention plans, but not much beyond that. As a state department, OEIS gains added enforcement authority.

"Now," she said, "we have our own direct authority to conduct inspections" and issue notices of defect or notices of violation. They also can examine portions of the system that may not specifically be part of a fire prevention plan.

"The difference is, we are proactively looking at the infrastructure," she said. "There are more eyes and ears in the field."

The utilities have submitted plans to harden the system, and those additional eyes and ears will be there "to ensure they're implementing as they said they would. We have a very specific mission to oversee compliance."

Thomas Jacobs said the “laser focus” on catastrophic wildfire prevention will “ultimately change how the electricity industry builds, operates and maintains the grid.”

“It’s a sea change in how they are looking at risk and how they build.”

The Office will also have oversight authority of utilities’ “cultures of safety.” And rather than relying on an executive summary, the OEIS staff reach out to thousands of employees in the field to see if their experience aligns with company assertions.

One long-standing practice, known as “run to failure,” is on its way out, she said. “They’re really shifting from the old model to managing on life cycles – replacing something before it fails, not waiting for it to fail.”

Moving electricity, just by its nature, involves “an inherent risk.” Electric equipment, especially worn out pieces, create sparks, and sparks cause trouble.

“So we want to identify and implement actions to reduce the likelihood of that spark,” she said, “and then, if the spark happens, we want to reduce the likelihood of it causing a catastrophic wildfire.”

For now, the OEIS focuses solely on fire risks over our heads, not on those beneath our feet.

“As of today we do not look at gas,” she said.

That changes with the new year, when the “Dig Safe Board,” formally known as the California Underground Facilities Safe Excavation Board, leaves the Office of the Fire Marshall and begins functioning under the new department.

“It brings in a whole new element,” said Thomas Jacobs.

Tony Marino, executive director of “Dig Safe,” said he’s “excited about the transition.”

“For underground safety, it’s about how utility personnel and the people digging communicate to avoid dangerous situations,” Marino said. “As the Legislature said with electrical infrastructure and wildfire safety, ‘Here’s a significant problem, we need to create something new and different to fix it.’”

Why the delay on critical water storage projects?



While the October storms that pounded northern California helped the state's drought a bit, Lake Oroville — seen above in August — and other major reservoirs remain well below usual levels and federal forecasters say the drought is likely to continue after this winter. (AP Photo/Ethan Swope, File)

By TOM CAMPBELL | PUBLISHED: January 3, 2022

The heavy rains California has been experiencing over the holidays might dull us to the fundamental fact that our state needs to save more water. California receives 200 million acre feet of precipitation a year. We reserve 38 million for environmental purposes, use 31 million for agriculture, and devote 8 million for urban and industrial use. The rest flows out to the Pacific Ocean.

The solution that seemed obvious to more than two-thirds of Californians in 2014 was to build more water storage facilities. We passed Proposition 1, authorizing \$7.12 billion in bonds, of which \$2.7 was explicitly reserved for water storage projects. Not a single project has since been built, or even approved.

That will change in 2022. It's the year set by the California Water Commission to hold final award hearings on the projects that have been allowed to progress over the last seven years.

The delay has been due to an insistence that full environmental impact studies be provided, that no project be approved unless there was a 75% funding match from local sources, and that there be tangible public benefits, which the California Department of Water Resources defined as those benefiting "ecosystems, flood

control protection, emergency response capabilities, and the overall effectiveness of our water infrastructure across the state.” The final catch-all should include more water for farming and urban use; but it’s indicative of the state government’s sense of priorities that neither was mentioned explicitly.

A study of the actual projects that have been allowed to proceed so far backs up the suspicion that Proposition 1 was sold as a way to get more usable water but is being applied in as abstemious a manner as possible.

The Water Commission has treated the \$2.7 billion in Proposition 1 allocated to storage as a maximum, not a minimum. Only seven projects for storage are under consideration, while over 600 projects for other purposes have already been approved. “Ecosystems in decline and disadvantaged communities that lack access to safe drinking water—problems made worse by the latest drought—lead the way in number of projects awarded,” the nonpartisan Public Policy Institute of California reported three years into the process.

As for the seven water storage projects, only one, the Sites Project in Colusa County, northwest of Sacramento, is directed primarily toward increasing water available for agriculture, industrial, and urban use. When it becomes operational in 2030, Sites will add 1.5 million to the current total of 69 million acre-feet of water available for uses other than environment in our state. The six other projects together will add only 385,600 acre-feet for agriculture, urban, or industrial use.

Starting dates are no sooner than the middle of 2024 for two projects (Harvest Water project in Sacramento, and Willow Springs Water Bank on the Kern-Los Angeles county line), and later dates for all the rest. All told, an increase of less than 5% in water storage available for farming, industrial, or urban use, will result.

In 2019, voters were asked to vote for more water bonds, but this time they were unconvinced that the new tranche of bonds would lead to more water storage any more than those promised in 2014 had. The initiative was narrowly rejected. In 2022, Californians will be watching the progress of the Water Commission as it makes its final awards on water storage projects. Our patience has already been tested by the delay of seven years from voters’ approval in November 2014 to possible authorization in 2022, plus an additional delay of eight years before the largest project is projected to come on line. Another initiative might be necessary to redirect the bond money we authorized in 2014 for the storage we were promised.

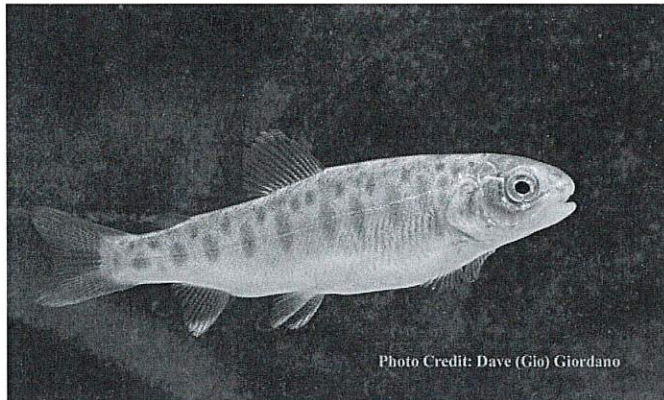
No one in 2014 thought we had agreed to pay for \$7 billion of bonds for only a 5% increase in water storage, fifteen years in the future.

Petition against Sites Reservoir reaches 50,000 signatures after a deadly year for winter-run salmon

Dan Bacher

Community (This content is not subject to review by Daily Kos staff prior to publication.)

Wednesday January 05, 2022 · 3:04 PM PST



Chinook salmon parr, approximately 10 cm (4") long. Location: Center for Aquatic Biology and Aquaculture, UC Davis.

REDDING, CA - Just before the California Department Fish and Wildlife released a New Year's Eve letter revealing that only 2.6 percent of juvenile Chinook salmon had survived lethally warm water conditions on the Sacramento River, a petition sponsored by Save California Salmon in opposition to the Sites Reservoir reached 50,000 signatures.

This milestone also came just a week after the U.S. Bureau of Reclamation and Sites Project Authority announced an extension of the public comment period on the proposed 13,200-acre Sites Reservoir project from Jan. 11 to Jan. 28, 2022.

Sites Reservoir is opposed by California Tribal representatives, environmental justice groups, conservation organizations and fishing groups because the big threat that they say it poses to the imperiled salmon and other fish species and ecosystems of the Trinity and Klamath rivers, the Sacramento River, the San Francisco Bay-Delta Estuary and to Tribal rights and culture.

"Sites Reservoir's infrastructure would cross Colusa, Glenn, Tehama and Yolo counties and divert water south from an already severely impacted Delta and Sacramento River Basin," according to a press release from Save California Salmon. "The reservoir has been linked to the controversial Delta Tunnel by investors."

"We are glad so many people are joining California's fishermen and Tribes in opposing building new reservoirs that would divert even more water from the already overtaxed

Sacramento River and Bay Delta," said Mike Conroy, Executive Director of the Pacific Coast Federation of Fishermen's Associations (PCFFA). "This year was disastrous for California's historic salmon runs."

"The National Marine Fisheries Service proclaimed this year was one of the worst years on record for endangered Sacramento River winter-run Chinook salmon. This is not a fish versus farms issue. Our fishing families and dependent communities are suffering and coastal towns are facing increased poverty. Sites Reservoir is an expensive water grab that benefits California's most wasteful water brokers, not average Californians," he stated.

In a letter to the federal government on December 31, the CDFW revealed that only 2.6 percent of endangered winter-run Chinook salmon below Shasta Dam had survived the long, hot summer, with the rest perishing in warm water conditions.

That was after the CDFW on July 6 warned, in an update on the status of Sacramento River winter-run Chinook salmon, that "it is possible that nearly all in-river juveniles will not survive this season" as the cold water pool in Lake Shasta is depleted earlier than modeled because of increased downstream water deliveries during the hot weather: www.dailykos.com/...

The juvenile fish kill this year was particularly tragic, considering that an estimated 9,956 winter run Chinooks returned to the river this year, producing a total of 31,128,320 eggs, according to the CDFW. The potential of a relatively robust run was lost, due to the diversion of water to irrigators in the spring of 2021.

According to the Revised Draft Environmental Impact Report (RDEIR) and Supplemental Draft Environmental Impact Statement (SDEIS), the proposed Sites Reservoir project would "have significant and unavoidable effects on water and air quality, vegetation, wetland and wildlife, and adverse impacts on Tribal cultural resources, causing further desecration of Tribal burial and culturally significant sites," Save California Salmon stated.

Advocates of the Sites project have claimed that it would divert water only during big storms, but the Sites Reservoir environmental documentation shows that this is not the case, according to project opponents.

"The Delta is being further diminished along with its cultural and traditional resources that Tribes have utilized from the Delta for food, medicine, transportation, shelter, clothing, ceremony and traditional lifeways from the beginning of time," stated Malissa Tayaba, the Vice Chair of the Shingle Springs Band of Miwok Indians, "Additional diversions from the Sacramento River watershed will exaggerate an already damaged and diminishing Delta ecosystem and estuary and our Tribe's ties to our homelands."

Tribal members, North State residents and conservation organizations also say that at 13,200 acres, Sites Reservoir would be one of the largest reservoirs in California and would include new water diversions from the Sacramento River that could adversely impact the Trinity River, added Save California Salmon.

“Since the plan includes water storage for the Bureau of Reclamation, the agency that delivers federal water project water to Westlands Water District, the major diverter of Trinity River water, Sites could cause the Sacramento, Shasta and Trinity Reservoirs to be over drafted. The Trinity is the largest tributary to the ailing Klamath River and its coldest water source,” according to the group.

“We have been working to restore flows to help water quality, and to bring salmon back over the dams and back to Native lands for salmon survival and Tribal people,” explained Pit River Tribal member Morning Star Gali. “California is losing the salmon and our clean water. This is an issue of justice. We already have over 1,000 reservoirs, and more water allocated than exists in California. An environmentally destructive private reservoir being built in an area that is important to Native people is a step in the wrong direction.”

Environmental and commercial fishing organizations say that there is “very little extra water” in Northern California rivers, where over five times as much water is allocated than exists (paper water). “Those allocations go mainly to large farms that do not do their part to conserve water during drought,” the group stated.

Not only are endangered salmon, Tribes, drinking water supplies and fishermen threatened by Sites Reservoir, but Delta smelt and other fish species are on the edge of extinction and Sites Reservoir, along with the Delta Tunnel, would make an untenable situation even worse. For the fourth year in a row, the California Department of Fish and Wildlife has reported zero Delta smelt at its index stations throughout the Delta in the 2021 Fall Midwater Trawl Survey.

In a December 21st memo, James White, CDFW environmental scientist wrote, “The 2021 abundance index for Delta Smelt was 0 and was tied with 2018 through 2020 for the lowest in FMWT history. This is a continuation of a pattern of low indices that occurred in recent years. No Delta Smelt were collected from any stations during our survey months of September- December. An absence of Delta Smelt catch in the FMWT is consistent among other surveys in the estuary.”

With last year’s big ecological disasters in mind, water justice advocates are requesting that California focus on reforming its antiquated water rights systems that “place large landowners above Tribes, cities, fishermen and fish rather than build new dams.”

The [change.org](https://www.change.org/StopSitesReservoir) petition is available at <https://www.change.org/StopSitesReservoir>.

Comments on the RDEIR/SDEIS may be submitted via email at EIR-EIS-Comments@SitesProject.org or via mail to Sites Project Authority, P.O. Box 517, Maxwell, CA 95955, or U.S. Bureau of Reclamation, 2800 Cottage Way, W-2830, Sacramento, CA 95825. Comments must be postmarked or received by 5 p.m. Pacific Standard Time (PST) on January 28, 2022.

Background

On December 15, the California Water Commission voted to approve the Commission staff's findings to maintain Sites Reservoir's Project's eligibility for \$800 million of project subsidies from Proposition 1, despite a multitude of comments by California Tribal representatives and environmental advocates opposing the project because of the devastating impact that they say it would have fish, water and the environment. For more information, go to: www.dailykos.com/...

On Nov. 12, 2021, Reclamation released a Notice of Availability announcing the public review and comment period for the Sites Reservoir Project Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement and dates of virtual public meetings.

The revised draft EIR/EIS is available at https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=29024 or <https://sitesproject.org/resources/environmental-review/>.

For questions about the Sites Reservoir project or meetings, contact Vanessa King, Reclamation, at 916-978-5077, vking@usbr.gov or Alicia Forsythe, Sites Project Authority, at 916-880-0676, aforsythe@sitesproject.org.

Learn more about the project at <https://www.usbr.gov/mp/nodos/> and <https://sitesproject.org/>.

CORRESPONDENCE



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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

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

FAX 707-443-5731 707-822-8245

EMAIL OFFICE@HBMWD.COM

Website: www.hbmwd.com

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

GENERAL MANAGER
JOHN FRIEDENBACH

December 22, 2021

Mr. Frank Blackett, P.E., Regional Engineer
Federal Energy Regulatory Commission
Division of Dam Safety and Inspections-San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105

Submitted via FERC Online Reporting Site

RE: Humboldt Bay Municipal Water District R.W. Matthew Dam (Project No. 03430-CA)
EAP Annual Letter

Dear Mr. Blackett,

The purpose of this letter is to comply with the requirements related to our Emergency Action Plan (EAP). Each licensee having an EAP must: hold annual face-to-face meetings with the emergency responders on the contact list; report any updates to the EAP; and hold an annual EAP drill by the end of the calendar year.

Annual EAP face-to-Face Meetings

District staff met with representatives from Trinity County agencies at Ruth Lake on July 9, 2021 and with representatives from Humboldt County agencies via Zoom meeting on December 1, 2021 to discuss the EAP, inundation maps, and particularly the notification flowcharts.

Flowcharts and inundation maps will be updated and shared in January 2022.

Annual EAP Drill

The District completed its annual in-house drill of the EAP on December 21, 2021. There were no issues or concerns.

Emergency Equipment Test

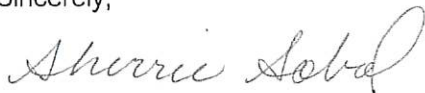
Emergency Generator: Weekly
Phones: December 21, 2021
Radios: December 21, 2021
Lake Level Transmitter & Gauge: May 4, 2021
Penstock Pressure Gauge & Transmitter: May 4, 2021

Public Education

The Trinity County face-to-face meeting was held at a joint board meeting (HBMWD and Ruth Lake CSD) that is open to the public. The Humboldt County face-to-face meeting was held via Zoom at one of the Humboldt Operational Area meetings hosted by the Humboldt County Office of Emergency Services. This meeting was attended by EAP plan holders as well as additional agencies involved in emergency planning and response.

If you have any questions, please contact me at (707) 443-5018.

Sincerely,



Sherrie Sobol
Regulatory Analyst

cc: John Friedenbach, General Manager, HBMWD
Dale Davidsen, Superintendent, HBMWD
Chris Harris, Business Manager, HBMWD
Larry Raschein, Ruth Hydro Operator, HBMWD



Ruth Lake Community Services District

12200 Mad River Road

P.O. Box 6

Mad River, CA 95552

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

Email: ruthlakecsd@yahoo.com Website: www.ruthlakecsd.org

2021 QUAGGA INSPECTION SUMMARY

January 1, 2021 to November 30, 2021

	Marina	Campground	Total
Resident Registrations (Yellow)	183	138	321
Non Resident Inspections (Red)	465	376	841
Non Trailered Watercraft (Blue)	142	296	438
Total Registrations / Inspections	790	810	1600
Failed Watercraft	1	0	1

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

Banded from 2020: 102

Inspections done at other locations:

Reynolds RV (Fortuna) - 12

TOTAL OF WATERCRAFTS for 2021: 1,600



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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

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

FAX 707-443-5731 707-822-8245

EMAIL OFFICE@HBMWD.COM

Website: www.hbmwd.com

BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

GENERAL MANAGER

JOHN FRIEDENBACH

January 6, 2022

Mr. Larry Oetker
Executive Director
PO Box 1030
Eureka CA 95502-1030

RE: Water Meters and Infrastructure

Dear Mr. Oetker,

During discussion of our District's project referral for the North Winds Management, LLC project, our Directors expressed concerns regarding the private water infrastructure on the former LP Pulp Mill property now owned by the Harbor District. Specifically, they stated that when the Harbor District subdivides the larger parcel and sells those subdivided parcels, the Harbor District would likely be responsible for the cost of extending new utility services and installation of meters to serve individual property owners, similar to the standard industry practice for any property developer. By subdividing and selling off individual properties, the Harbor District has realized the economic benefit from that real estate transaction and would appear to be responsible to install separate utilities to the subdivided parcels.

As the municipal water supplier of record for this area, we question whether the Harbor District has the legal right to supply municipal water from our system to an independent third-party parcel not owned by the Harbor District and charge that third party for water service.

We request that the Harbor District, as the property developer, propose how it will install a separate water service lateral and meter to any subdivided parcel that is sold to a third party.

We appreciate your cooperation in resolving the utility service issues being created by subdivided parcels from the former LP Pulp Mill larger parcel.

Respectfully,

A handwritten signature in cursive script that reads "John Friedenbach".

John Friedenbach
General Manager

CONTINUING BUSINESS

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors
From: John Friedenbach
Date: January 13, 2022
Subject: Water Resource Planning (WRP) – Status Report

.....

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

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

i) Nordic Aquafarms – They are moving forward with permitting and EIR document. The draft EIR is available for review at: <https://humboldt.gov.org/3218/Nordic-Aquafarms-Project>. The comment period ends on February 8, 2022. See attached announcement by Humboldt County Planning Department.

ii) Trinidad Rancheria mainline extension. District and Rancheria Counsels are finalizing the mainline extension agreement. The process for final consideration and possible approval is: 1) draft document included for discussion at January Board meeting; 2) Rancheria Tribal Council consideration and possible approval at their January meeting; 3) consideration and possible approval of final agreement at HBMWD February meeting.

The Rancheria continues to move forward with its funding efforts for the project.

b) Transport

Public comment period extended to January 28, 2022 for Sites Reservoir Revised/Supplemental Draft EIR. See attached press release.

c) Instream Flow Dedication

See attached Operational Decision Process flow chart. The next step will be a meeting between the committee and NMFS to discuss the draft narrative of the operational decision process used to determine the rate of flow releases from the hydro plant at Matthews Dam.



NOTICE OF AVAILABILITY
DRAFT ENVIRONMENTAL IMPACT REPORT

H.B.M.W.D. DEC 21 2021

Name of Project: Nordic Aquafarms Land-Based Aquaculture Project

Project Description: The applicant (Nordic Aquafarms California, LLC. (NAFC)) is requesting a Coastal Development Permit and Special Permit for the construction of a land-based finfish recirculating aquaculture system (RAS) facility, which includes the development of five buildings totaling approximately 766,530 square feet and the installation of 4.8 megawatt (MW) solar panel array mounted on building rooftops, covering approximately 657,000 square feet. The height of the tallest proposed building is 60 feet. The facility would have an annual production capacity of approximately 25,000-27,000 metric tons of Head On Gutted (HOG) fish once complete. The aquaculture facility would produce fresh head on gutted fish and fillets for delivery to regional markets. The species to be produced at the facility is intended to be Atlantic Salmon.

The project will include ancillary support features such as paved parking, fire access roads, security fencing, and stormwater management features. The project would require approximately 2.5 million gallons per day (MGD) of freshwater sourced from the Mad River, supplied by the Humboldt Bay Municipal Water District via existing infrastructure. The project would require approximately 10 MGD of salt water provided via upgraded intake infrastructure located adjacent to the NAFC Project Site. Treated wastewater would be discharged utilizing the existing Redwood Marine Terminal II ocean outfall pipe, which extends one and a half miles offshore. A total volume of 12.5 MGD is anticipated to be released daily. Wastewater discharge is permitted by the North Coast Regional Water Quality Control Board.

The Humboldt Bay Harbor, Recreation and Conservation District (District) proposes to upgrade/improve and operate two formerly used bay-water intake systems (sea chests) in Humboldt Bay. The water intakes are located approximately one-half mile apart along the Samoa Channel at the Redwood Marine Terminal II (RMT II) Dock and Red Tank Dock. The intake systems were operated by a pulp mill from around 1966 until the mill was closed in 2008. Salt water from the intakes would be used by District tenants and other entities for aquaculture and other allowable uses. A new water line would be installed from the RMT II Dock and Red Tank Dock water intakes to manifolds at RMT I, RMT II and NAFC. The project also includes installation of a fire suppression water line and fire hydrant replacement. The fire suppression line would share a trench with the bay water intake line. The bay water line and fire suppression water line would involve trenching except where it crosses an existing stormwater feature and where the bay water line would run on the edges of Red Tank Dock and RMT II Dock. This water line would be attached to an existing walkway or to a replacement structure of the same size or smaller. The fire suppression water line would terminate near the RMT I manifold, RMT II manifold and at Red Tank Dock. The fire suppression water line would have a maximum outside diameter of 12 inches. The bay water line would range from 18-

36 inch maximum outside diameter. The maximum width of ground impacts would be 19 feet in sections where both pipes occur and 17 feet where only one pipe occurs.

The proposed aquaculture facility will include life cycle development, from egg to harvestable fish, contained indoors in separate buildings connected by swim pipes for fish transfer. The facility would include the following design elements:

1. A hatchery operation where eggs are hatched, and fish fry grow to juvenile size (Building 3)
2. A grow-out operation with large tanks where fish are grown to market size (Buildings 1 & 2)
3. A fish processing facility from which fish is processed and fresh product is shipped out 4 days a week, coproducts are chilled and stored for sale (Building 4)
4. Backup systems that will enable critical functions to operate for many days in the event of a power outage
5. Oxygen generation plant and liquid oxygen storage
6. Water intake treatment that ensures consistently clean water for the fish (Buildings 1 & 2)
7. An advanced wastewater treatment plant to treat the discharge water, including a Moving Bed Biofilm Reactor, a membrane bioreactor, and Ultraviolet (UV-C) dosing (Building 5)
8. Administrative building and associated operations/maintenance facilities (Building 4)

Project phasing: The aquaculture facility is anticipated to be built out in two primary phases, with preliminary site preparation (Phase 0):

1. Phase 0 - Brownfield Redevelopment (2022): asbestos abatement; structure demolition; soil remediation; waste stream characterization, transportation, and disposal.
2. Phase 1 – Brownfield Redevelopment and Aquaculture Facility Stage 1 (2022 - 2023): Intake and outfall connections; ground densification to prepare construction of building foundations; construction of Phase 1 grow-out module (Building 1), Central Utility Plant (Building 3), Fish Processing Plant/Administrative (Building 4), Wastewater Treatment and Backup Power (Building 5); Oxygen generation storage; stormwater systems; onsite and offsite biological mitigation.
3. Phase 2 – Aquaculture Facility Stage 2 (2026 or 2027): Ground densification; Phase 2 grow-out module (Building 2); soil remediation; expansion of utilities; existing leach field decommissioning.

The proposed fire suppression systems and sea chests improvements are anticipated to begin prior to construction of Phase 1 of the aquaculture facility. Timing is dependent on obtaining all agency approvals and permits.

Project Location: The land-based aquaculture facility is located in the Samoa area, east of Vance Avenue, approximately 2,000 feet north from the intersection of Vance Avenue and Bay Street, on the property known as 364 Vance Avenue (Assessor Parcel Number 401-112-021). Water intakes are located approximately one-half mile apart along the Samoa Channel in Humboldt Bay at the Redwood Marine Terminal II (RMT II) Dock and Red Tank Dock (Assessor Parcel Number 401-112-014 and 401-031-040).

List of Potential Significant Environmental Effects Mitigated to a Less than Significant Level: The Draft EIR identifies significant impacts in the following California Environmental Quality Act (CEQA)

environmental issue areas: aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, population and housing, and transportation, utilities, and wildfire. As described in the EIR, all of these impacts can be fully mitigated to a level less than significant.

Lead Agency: Humboldt County Planning and Building Department

Direct Comments to: Cade McNamara
County of Humboldt
Planning and Building Department, Planning Division
3015 H Street, Eureka, CA 95501
CEQAResponses@co.humboldt.ca.us

If comments are provided via e-mail, please include the project title in the subject line, attach comments in Microsoft Word format, and include the commenter's U.S. Postal Service mailing address.

Review Period: Comments on the DEIR will be accepted between December 20, 2021, and February 18, 2022

Public Hearing: Humboldt County Planning Commission
To be scheduled, Humboldt County Courthouse

The Draft EIR will be available for review at the following locations during normal business hours and online at <https://humboldt.gov.org/3218/Nordic-Aquafarms-Project>

County Clerk-Recorder
825 5th Street
5th Floor
Eureka, CA 95501

Humboldt State University Library
1 Harpst St
Arcata, CA 95501

Planning and Building Department
3015 H Street
Eureka, CA 95501

Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Dr
Eureka, CA 95501

Humboldt County Library
1313 3rd Street
Eureka, CA 95501

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MAINLINE EXTENSION AGREEMENT

THIS MAIN LINE EXTENSION AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between the **HUMBOLDT BAY MUNICIPAL WATER DISTRICT** ("District"), a California public entity, and the **CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA** ("Tribe"), a federally recognized Indian Tribe. The District and Tribe may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1. WHEREAS, the District is a duly formed and existing Municipal Water District, formed pursuant to Division 20 of the California Water Code and providing municipal water services to parcels within its sphere of influence and District boundaries.
2. WHEREAS, the Tribe is a federally recognized Indian tribe acknowledged to have the immunities and privileges available to federally recognized Indian Tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations, and obligations of such tribes.
3. WHEREAS, the United States government holds lands in the State of California in trust for the benefit of the Tribe over which the Tribe exercises jurisdiction and possesses sovereign governmental powers. The Trinidad Rancheria Trust Land, which is held in trust for the benefit of the Tribe and subject to this Agreement ("Tribe's Lands"), are depicted in **Exhibit A** attached hereto and incorporated herein. The Tribe's Lands are located outside of the District's current boundaries and sphere of influence.
4. WHEREAS, the Tribe intends to further develop the Tribe's Lands, including Tribal facilities and residences that are currently or may be constructed within the Trinidad Rancheria as needed ("Project").
5. WHEREAS, the Tribe has requested that District provide water service to the Project, which will necessitate an extension of the District's water main from the approximate northern portion of the northern boundary of the McKinleyville Community Services District to the Project.
6. WHEREAS, the District has determined that it has available water supply to provide water service to the Project, subject to the Tribe's installation and construction of certain system improvements and other terms and conditions as provided by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the District and the Tribe agree as follows.

Section 1. Effective Date. This Agreement shall become effective on the date it is fully executed by the parties. Each party warrants and represents to the other that the person executing this Agreement has the full authority and capacity to execute this Agreement and bind the respective party to the terms hereof.

Section 2. Regulatory Approvals.

2.1 Regulatory Approvals. The District shall have no obligation under this Agreement unless and until each of the following conditions are satisfied in full by the Tribe (collectively, the "Regulatory Approvals"):

2.1.1 Local Area Formation Commission Approval. To the extent required by law, the Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extraterritorial extension of water service contemplated hereunder is approved by the Humboldt Local Area Formation Commission ("LAFCo"). The Tribe acknowledges that LAFCo may condition its approval of the extraterritorial extension of water service contemplated hereunder upon the performance of certain actions, including, but not limited to, review under the California Environmental Quality Act ("CEQA").

2.1.2 County Approval. The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extraterritorial extension of water service and the improvements contemplated hereunder are approved by the County of Humboldt ("County") as reflected in a final Coastal Development Permit or other final permit as may be required by the County. The Tribe acknowledges that the County may condition its approval of the extraterritorial extension of water service and the improvements contemplated hereunder upon the performance of certain actions, including but not limited to CEQA review.

2.1.3 State Water Board Approval. The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until this Agreement and the extraterritorial extension of water service contemplated hereunder are approved by the California State Water Resources Control Board or the Regional Board, as applicable.

2.1.4 Bureau of Indian Affairs Approval. To the extent required by law, the Tribe shall obtain any and all approvals from the Bureau of Indian Affairs that may be required by law to extend the District's water service and required water line extension to the Tribe's Lands, including approval of any easements or other property rights across the Tribe's Lands.

2.2 Regulatory and Approval Costs. The Tribe shall pay, either directly or by way of reimbursement to the District, any and all application, processing, or other lawful costs imposed by any government entities having jurisdiction or approval authority over the Work; provided that the Tribe

reserves the right to challenge the imposition of such costs as unlawful. Without limiting the generality of the foregoing, the Tribe shall be responsible for any costs associated with environmental review under applicable laws, including CEQA. In the event the District pays any such costs, the Tribe shall reimburse the District within thirty (30) days of a written demand by the District. The Tribe's obligation under this sub-section applies regardless of whether the regulatory agency approves or denies the application.

Section 3. Cost Recovery.

3.1. For District Services. Upon execution of this Agreement, the Tribe agrees to advance to District a deposit in the amount of five thousand dollars (\$5,000) to fund the District engineering, legal and administrative services in connection with District's study and investigation of water service to the Project, plan review, inspection of construction, testing of improvements, and other costs incurred by District in the performance of its duties under this Agreement and otherwise in connection with extending and providing water and service to the Project. District will draw on this deposit to pay or reimburse periodic invoices from the District consultants and to reimburse District for the cost of District staff time and materials. If, before acceptance of the Work (as that term is defined in Section 4), the deposit becomes depleted or 20% or less of the deposit remains, District reserves the right to require additional deposits to cover additional anticipated District costs for such District services incurred by the District for inspecting and reviewing the Work. If any requested deposit or payment is not timely made, District may so notify the Tribe and it will have twenty (20) days to cure the default. If deposit or payment has not been made within the twenty (20)-day period or if the funds become depleted, then District will suspend all services in connection with the Work pending receipt of the deposit or payment. If the deposit or payment remains unpaid for sixty (60) days or more, then District may terminate this Agreement. District will refund to the Tribe any deposit remaining upon termination of the Agreement, without interest. District shall deposit the Tribe's deposits into a special fund for the purpose of paying and reimbursing District costs. Any Tribe deposit remaining upon completion and acceptance of the Work will be refunded, without interest, to the Tribe. If the final total District costs exceed the amount of the deposit(s), the Tribe must pay the difference upon demand and before the District accepts the Work.

3.2 District Fees. In addition to any other costs or expenses required by this Agreement, the Tribe shall pay to the District any hookup or meter fees applicable for the Tribe's water connection at the then-current rates, established by the District's Board of Directors in accordance with District Ordinance 13, and not to exceed hookup or meter fees generally applicable to other customers with similarly sized meters.

Section 4. Plans and Specifications. The Tribe, at its sole cost and expense, and in consultation with District and the District engineer, will design and prepare detailed plans, specifications and drawings for the construction of the improvements necessary to extend and provide water service to the Project, and will submit them to the District for approval. The plans, specifications, and drawings must comply with all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other applicable federal, state and local standards and requirements, whichever are most stringent. The

plans, specifications, and drawings, when approved in writing by District and its engineer, will become a part of this Agreement. The improvements necessary to extend and provide water service to the Project, as such improvements are described on the approved plans, specifications and drawings, will be referred to as the "Work." The Tribe may modify the plans, specifications and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by District.

Section 5. Construction of Work.

5.1. Construction by the Tribe. The Tribe, at its sole cost and expense, shall furnish, construct and install the Work, and, where necessary, pay the cost of acquiring land or rights-of-way necessary for the construction and installation of the Work. The construction and materials must be in accordance with the provisions of this Agreement; the approved plans, specifications and drawings; District Code, ordinances, resolutions, rules, regulations, policies, standards and specifications; other applicable federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices.

5.2. Materials. Prior to commencing construction of any portion of the Work, the Tribe or its contractor must submit to District a written list of materials, in a form acceptable to District, showing the particular manufacturer and specifications of all materials proposed to be installed by the Tribe. The District will either disapprove with reasons or approve the list of materials. Only materials approved in advance by District may be installed on the Work.

5.3 Licensed Contractor. The contractor constructing and installing the Work (the "Contractor") must be licensed pursuant to the California Business and Professions Code to do the Work. No construction can be performed on the Work except by a licensed Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty. To the extent required by law, the Tribe and its Contractor, and any contract entered into by the Tribe and its Contractor, must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code.

5.4 Performance Bond. Prior to commencement of construction of any portion of the Work by the Tribe's Contractor, the Tribe or its Contractor must provide District with a faithful performance bond in a sum equal to no less than 100% of the estimated cost of the Work to be constructed in public or private streets or rights-of-way or on public property ("Performance Bond"). The Performance Bond will be for the purpose of ensuring the proper and timely completion of the Work. In the event of the failure of the Tribe to complete the Work covered by the Performance Bond and District completes construction of such Work or any portion of it, the Tribe or the Tribe's Contractor, and the Tribe's or Contractor's surety under the Performance Bond will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. District will bill the Tribe and the surety for such costs,

which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the rate set forth in California Code of Civil Procedure section 685.010(a) (i.e., ten percent (10%) per annum) or the maximum rate allowed by law, whichever is less.

5.5 Time for Performance. The Tribe agrees to commence construction of the Work within six (6) months from the date of receipt of all final Regulatory Approvals, and it will complete construction of the Work within four (4) years from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by the Tribe, District may extend these deadlines. Any extension granted by District may be done without notice to any of the Tribe's sureties, and the extension will not relieve any surety's liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the Work has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement; *provided that*, termination shall not be effective until the District sends the Tribe written notice of its intent to terminate this Agreement and the Tribe fails to complete the Work within ninety (90) days of its receipt of the written notice. The Tribe must give District at least forty-eight (48) hours advance notice of the commencement of construction and installation of the Work. Any construction performed without notice to and inspection by District will be subject to rejection.

5.6 Inspections. District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and the Tribe will provide reasonable assistance in performing all inspection and testing. The inspection and testing of the Work will not relieve the Tribe of its obligation to construct the Work in accordance with the approved plans, specifications and drawings. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Tribe must replace, repair or otherwise remedy the Work to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. The Tribe must pay for the reasonable costs of inspection and testing by District and District's engineer.

5.7 Final Inspection. Upon completion of construction of the Work (or any portion of the Work), the Tribe agrees to notify District and request a final inspection of the Work. District will inspect and test the Work to determine whether it meets the requirements of this Agreement. District will not accept any Work that does not satisfy District inspection and testing requirements. Pursuant to section 4.6, above, the Tribe must pay the costs of inspections and tests by District and District's engineer. The Tribe also will be responsible for all reasonable costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

5.8 Termination Prior to Construction. Notwithstanding anything in this Agreement to the contrary, the Tribe may terminate this Agreement at any time prior to commencement of construction of any portion of the Work by giving written notice to District. After commencement of Work, the Tribe may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

Section 6. Permits, Licenses, and Easements. The Tribe must obtain, maintain and comply with all applicable federal, state, county and other permits, licenses, approvals, and entitlements, including encroachment permits, that are necessary or appropriate for the Work. The Tribe must give all notices required by and comply with all applicable federal, state, county and other laws, statutes, regulations, codes, ordinances, rules, regulations and policies relating to the construction of the Work. The Tribe agrees to obtain all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Work. All completed Work-related grant deeds, easements and bills of sale must be in a form approved by District.

Section 7. Transfer of Property and Easements. For purposes of this Agreement, the "District Owned Improvements" means all the Work excluding the "private water line" beyond (upstream from) the water meter, meter stop and meter box. After District has finally inspected and approved the Work and as a condition precedent to District's acceptance of the Work, the Tribe must deliver conveyance documents (e.g., deeds, easements, bills of sale) satisfactory in form and content as necessary and appropriate to transfer absolute and unencumbered ownership of the completed District-Owned Improvements to District. Title to the District-Owned Improvements and the interests in real property transferred must be good, clear and marketable title and free and clear of all encumbrances, liens or charges, except that to the extent the Work extends into the Tribe's Lands, the Tribe shall consent to the grant of a right of way to the District pursuant to 25 C.F.R. Part 169, to extend for the term of the Will Serve Agreement attached as Exhibit B, and any extensions thereto, for the purpose of maintaining and operating the District-Owned Improvements. The Tribe will obtain and pay any costs of title insurance deemed necessary by District. With or without separate conveyance documents, all right, title and interest of the Tribe in and to the completed District-Owned Improvements shall transfer to District upon District's written notice of acceptance of Work.

Section 8. Maintenance

8.1. Prior to District's acceptance of the Work, the Tribe or its Contractor must provide District with a maintenance bond in a sum equal to 50% of the cost of the District-Owned Improvements to be transferred to District by the Tribe ("Maintenance Bond"). The Maintenance Bond is for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

8.2. The Tribe or its Contractor and/or its surety under the Maintenance Bond must repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.

8.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. The Tribe or its Contractor, and the Tribe's or Contractor's surety under the Maintenance Bond will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill the Tribe and the surety for the costs, which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the rate set forth in California Code of Civil Procedure section 685.010(a) (i.e., ten percent (10%) per annum) or the maximum rate allowed by law, whichever is less.

Section 9. Tribe Assistance. The Tribe, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the Work and implement the transfer of the Work.

Section 10. Ownership and Operation and Maintenance Responsibilities. After acceptance of the Work by the District Board of Directors, the District-Owned Improvements shall become the property of District on the date that the Work is accepted by District Board. Upon such date, the Tribe will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed District-Owned Improvements to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the District-Owned Improvements, as it deems appropriate. District assumes no obligation as to operation and maintenance of the District-Owned Improvements until such time as it accepts the Work. After District's acceptance of the Work, the Tribe or the successor landowner will continue to own and be responsible for the operation, maintenance, repair and replacement of the portion of the Work not conveyed to District (i.e., the private water line).

Section 11. Risk of Loss. Until the date of District's acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon the Tribe. After the date of the District's acceptance of the Work, and except as provided by the Maintenance Bond and any applicable insurance or indemnification obligation, all risk of loss or injury or destruction to the District-Owned Improvements shall be upon District.

Section 12. Water Service. After District gives its notice of acceptance of the Work, it will provide water service to the Project in accordance with the terms and conditions of the Will Serve Agreement, in the form attached hereto as **Exhibit B**. All District utility service will be provided in accordance with District ordinances, resolutions, regulations, rules, policies, and rates and charges, as the same may be amended from time to time. The Tribe shall not, nor shall it allow any person to, use or commence operation of any part of the Work prior to the notice of acceptance of the Work by District, except for construction and testing purposes, without the express written consent of District. District's water service obligation under this Agreement will not exceed the scope of the Project depicted on **Exhibit A** of this Agreement, or exceed the terms and conditions of the Will Serve Agreement attached as **Exhibit B**.

Section 13. Indemnification and Hold Harmless.

13.1 In General. The Tribe agrees to indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Work or the performance or failure to perform under this Agreement by the Tribe, its unelected executive officials, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them ("Claims"), except for Claims arising from the active negligence or willful misconduct of the District and its officers, employees, engineers, or agents or Claims in which the underlying cause, damage, or injuries arise out of or are in any way connected with the District's operation, maintenance, repair, replacement, management, expansion, or modification of the District-Owned Improvements after acceptance of the Work. The parties agree and acknowledge that the Tribe's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure of the Contractor to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by the Tribe's Contractor.

13.2 Regulatory Approval Claims. In the event any claim, action, or proceeding is instituted against the District, and/or its officers, agents and employees, by any third party on account of the processing or approval of the Agreement or the extension of water service to the Project (including but not limited to any alleged defect in any environmental review and mitigation) ("Regulatory Claims"), the Tribe shall defend, indemnify and hold harmless the District, and/or its officers, agents and employees, except for liability arising from the active negligence or willful misconduct of the District and its officers, employees, or agents. This obligation is limited to the payment of all costs of defense, any amounts awarded by the Court by way of damages or otherwise, including any attorney fees and court costs. District may elect to participate in such litigation at its sole discretion and at its sole expense. As an alternative to defending any such action, the Tribe may terminate this Agreement by written notice to the District.

13.3 Survival. The Tribe's obligations to indemnify and defend shall survive the expiration or earlier termination of this Service Agreement until such time as any Claim or Regulatory Claim against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally adjudicated to be barred by the applicable statute(s) of limitations.

Section 14. Insurance.

14.1. The Tribe or its Contractor at their sole cost and expense must procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits No Less Than:
Commercial general liability	\$5,000,000/occurrence
Automobile liability	\$5,000,000/accident for bodily injury and property damage
Worker's compensation	Statutory limits
Professional liability	\$2,000,000 per occurrence or claim; \$2,000,000 policy aggregate

14.2. The general and automobile liability policy(ies) must be endorsed (consistent with Cal. Insurance Code section 11580.04) to name District, its officers, employees and agents as additional insureds regarding liability arising out of the Work. The Tribe's or Contractor's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with the Tribe's or Contractor's insurance.

14.3 Insurance must be placed with insurers with a current A.M. Best's rating of A-:VII or better, unless otherwise acceptable to District.

14.4 The Tribe or its Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and the Tribe or its Contractor will ensure that District is an additional insured on insurance required from subcontractors.

14.5 Prior to commencing the Work, the Tribe must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

Section 15. Limited Waiver of Sovereign Immunity.

15.1 By executing this Agreement, the Tribe does not waive, limit, or modify the Tribe's sovereign immunity from unconsented suit, mediation, arbitration, or judicial litigation, except as expressly provided in this Agreement. For purposes of actions based on disputes between the District and the Tribe that arise under or are related to this Agreement or the Work and the enforcement of any judgment or award resulting therefrom obtained in accordance with the terms and conditions set forth herein, the Tribe expressly and irrevocably grants this limited waiver of its right to assert sovereign immunity from suit and consents to be sued in the Superior Court of the State of California in and for the County of Humboldt (referred to herein as the "Applicable Court"). All actions brought pursuant to this limited waiver shall be brought in the Applicable Court, and no other court. No action shall be brought in court pursuant to this limited waiver prior to the observance and implementation of the Dispute Resolution provisions of

Section 16 of this Agreement, which are conditions precedent to the commencement of any such action. Notwithstanding anything stated herein to the contrary, this limited waiver of sovereign immunity is limited solely to disputes arising under this Agreement and does not apply to any other matter, party, or dispute; and is further limited solely to claims for injunctive relief to enforce the terms of this Agreement, specific performance of this Agreement, declaratory relief to construe the terms of this Agreement, and actual damages for breach of the terms of this Agreement, and for civil actions to enforce any judgment or award based on any such claims adjudicated by the Applicable Court.

15.2 The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Section 15, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies for civil actions authorized by this Section 15.

15.3 Prior to the effective date of this Agreement, the Tribe shall adopt a resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in this Section 15, and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity as set forth in this Section 15, which waiver shall be irrevocable and binding on the Tribe for the term of this Agreement and thereafter for the period of the applicable statute of limitations for any actions described in Sections 15.1 and 15.2, notwithstanding the expiration or sooner termination of this Agreement.

Section 16. Dispute Resolution. In recognition of the government-to-government relationship of the Tribe and the District, the Parties shall make their best efforts to resolve disputes that arise under this Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the District shall first meet and confer in good faith for the purpose of resolving disputes and to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance of and compliance with the terms, provisions, and conditions of this Agreement, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) calendar days of receipt of the notice, unless both parties agree in writing to an extension of time.

- c) The parties' respective executive officers shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) calendar days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- d) Disputes that are not otherwise resolved, may be resolved in the Superior Court of California in and for the County of Humboldt in accordance with the terms and conditions set forth in Section 15 of this Agreement.
- e) By entering into this Agreement, the Tribe acknowledges and agrees that the Government Claims Act (the "Act"), including California Government Code Section 814, applies to the District. No action, claim or proceeding may be brought against any member of the Board of Directors or District public official, elected official, appointed official or employee, employee or agent to enforce this Agreement.

Section 17. Notices.

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the District and Tribe. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to the District: Humboldt Bay Municipal Water District
Attn: District General Manager
828 7th St, Eureka, CA 95501

With courtesy copy to: friedenbach@hbmwd.com

Notice to the Tribe: Cher-Ae Heights Indian Community Of The Trinidad
Rancheria
Attn: Chief Executive Officer
1 Cher-Ae Lane, Trinidad, CA 95570

With courtesy copy to: jhostler@trinidadrancheria.com

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either the District and/or Tribe may from time to time designate by mail as provided in this section. The District and/or Tribe may change its address by giving notice in writing to other party and thereafter notices shall be delivered or sent to such new address.

Section 18. No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

Section 19. Amendments. This Agreement may be amended only by mutual written agreement of the parties hereto which writing must be duly executed by the lawfully authorized officers or officials of each party.

Section 20. Assignment. Neither the Tribe or District shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party hereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Section 21. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

Section 22. Incorporation by Reference. Any and all exhibits to this Agreement are incorporated herein by reference.

Section 23. Remedies Not Exclusive. Subject to the terms and conditions of Section 15 of this Agreement, no remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 24. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

Section 25. Waiver of Default. No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party hereto.

Section 26. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the District and Tribe and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the District and Tribe to this Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Section 27. Successors and Assigns.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

Section 28. Compliance with Law.

Both parties hereto shall, at their sole cost and expense, comply with all applicable tribal, county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

Section 29. California Law.

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the Superior Court of the State of California County of Humboldt. Except to the extent provided in the Limited Waiver of Sovereign Immunity in Article VI of this Agreement, nothing herein shall extend the jurisdiction of the State of California, the District, or any other local government over the Tribe or lands held by the United States in trust for the Tribe.

Section 30. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA

_____, Tribal Chairperson

Date

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Sherri Woo, President of the Board of Directors

Date

EXHIBIT LIST:

Exhibit A – Depiction of the Tribe’s Land and Project

Exhibit B – Will Serve Agreement

Exhibit A

[TO BE PREPARED BY TRIBE]

DRAFT

Exhibit A



Wethaven Trust Land

Baker Ranch

Trinidad Rancheria Trust Land

 Federal Trust Land Boundary

0 375 750 1,500 Feet





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN and the GIS User Community

Exhibit B**WILL SERVE AGREEMENT**

THIS WILL SERVE AGREEMENT (“Service Agreement”) is entered into as [TO BE INSERTED ON THE EFFECTIVE DATE], by and between the **HUMBOLDT BAY MUNICIPAL WATER DISTRICT** (“District”), a California public entity, and the **CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA** (“Tribe”), a federally recognized Indian Tribe. The District and Tribe may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

1. WHEREAS, the District is a duly formed and existing Municipal Water District, formed pursuant to Division 20 of the California Water Code and providing municipal water services to parcels within its sphere of influence and District boundaries.
2. WHEREAS, the Tribe is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians and possessing inherent powers of self-government.
3. WHEREAS, reference is made hereto to that written Mainline Extension Agreement to which this Service Agreement is attached as Exhibit B (“Mainline Extension Agreement”). The Recitals set forth in the Mainline Extension Agreement are hereby incorporated herein by this reference. All capitalized terms not otherwise defined in this Service Agreement shall be defined as stated in the Mainline Extension Agreement.
4. WHEREAS, subject to the terms and conditions of this Service Agreement, the District agrees to provide water service to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the District and the Tribe agree as follows.

Article I. Effective Date and Condition Precedent

Section 1.1 Effective Date. This Service Agreement shall become effective following acceptance of the Work by the District as stated in the Mainline Extension Agreement. Each party warrants and represents to the other that the person executing this Service Agreement has the full authority and capacity to execute this Service Agreement and bind the respective party to the terms hereof.

Section 1.2 Condition Precedent. The District shall have no obligation under this Service Agreement unless and until the District has accepted the Work in the manner required by the Mainline Extension Agreement.

Article II. Water Service

Section 2.1 Water Service

- (a) Subject to all applicable ordinances of the District and state and federal law, the District agrees to provide water service to the Project by way of a single master meter with a single [TO BE INSERTED UPON APPROVAL OF THE PLANS AND SPECIFICATIONS]-inch (___") connection ("Master Meter") located in the location set forth in the approved plans and specifications, as described in Section 4 of the Mainline Extension Agreement. Except as expressly set forth in this Service Agreement, the Tribe shall not perform any work, alterations, or improvements to the Master Meter without the expressed prior written approval of the District's General Manager.
- (b) Subject to the expressed conditions stated in **Exhibit 1**, the District shall supply water to Master Meter in accordance with the flow and capacity specifications set forth in **Exhibit 1**, hereto and incorporated herein. The District shall have no obligation under this Service Agreement to increase the capacity or flow in excess of the limits set forth in **Exhibit 1** regardless of future development on the Tribe's Land. By mutual written agreement, the District and the Tribe may alter the flow and capacity specifications set forth in **Exhibit 1**. The Tribe warrants and represents to the District that the flow and capacity specifications set forth in **Exhibit 1**, hereto, are satisfactory for its intended and contemplated development plans.
- (c) At its sole cost and expense, the Tribe will design, construct, own, maintain, and be solely responsible for the construction, operation, and maintenance of all water conveyance infrastructure which are downstream of the Master Meter, including, but not limited to, any and all pipes, connections, meters, fire hydrants or other fire suppression equipment, or other infrastructure to deliver water from the Master Meter to the individual connections within the Project. The District's sole obligation is to supply a flow of water to the Master Meter in accordance with and subject to the conditions stated in **Exhibit 1**, and the District shall have no responsibility whatsoever to construct, operate, repair, inspect, or maintain water conveyance infrastructure downstream of the Master Meter.
- (d) Notwithstanding anything to the contrary in this Service Agreement, the Tribe shall, at its sole cost and expense, install, inspect, maintain, test, and report on the back flow prevention system as set forth in **Exhibit 1**, hereto. The Parties understand and agree that the Tribe's strict performance with all requirements set forth in **Exhibit 1** is a material term of this Service Agreement and is necessary for the safe, lawful, and efficient operation of the District's ability to deliver water to the Project and to other parcels within the District's boundaries. The District may discontinue the flow of water to the Master Meter, with or without prior notice to the Tribe, if the Tribe fails to comply with the back flow prevention regulations set forth in **Exhibit 1**, hereto.
- (e) The District assumes no responsibility, and the Tribe expressly releases the District from, loss or damage due to lack of water pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. Water availability is subject to shut downs or variations required by the operations or the systems.

Section 2.2 Payment of User Fees. The Tribe shall pay user fees, which fees shall be passed and approved in accordance with California law, including Proposition 218, and shall not exceed the user fees applicable to similarly situated users, - for water provided to the Master Meter in accordance with applicable District Resolution and Ordinances, as adopted from time-to-time by the District's Board of Directors.

Article III. Term

Section 3.1. Term. This Service Agreement shall commence on the Effective Date and thereafter continue in full force and effect for a period of fifty (50) years, unless terminated in accordance with the terms of this Service Agreement ("Initial Term"). Following the Initial Term, this Service Agreement shall perpetually be automatically renewed for successive six (6) year terms thereafter (each a "Renewal Term") until and unless either Party provides the other Party with three hundred and sixty-five (365) days prior written notice to the end of the Initial Term or the Renewal Term. The Initial Term and the Renewal Term are referred to collectively herein as the Term.

Article IV. Obligations Of District; Indemnity

Section 4.1. Exclusive Responsibility to Deliver Water Downstream of Master Meter.

(a) The Parties acknowledge, understand and agree that the District's responsibility under this Service Agreement is to deliver water to the Master Meter in accordance with the technical specifications set forth in **Exhibit 1**, hereto, and applicable local, state, and federal law. Because of the sovereign and unique characteristics of the Tribe's Land, which are held in trust by the United States and generally not subject to local control, the Tribe specifically and exclusively undertakes the responsibility and cost to deliver water downstream of the Master Meter to any and all individual connections within the Project.

(b) The Tribe shall have the sole and exclusive responsibility to supply, regulate, invoice, and collect any and all charges for water service to users downstream of the Master Meter within the Project. The Tribe's obligation to pay the District for water supplied to the Master Meter is not contingent upon or in any way affected by the Tribe's ability to collect user charges within the Project area.

(c) Nothing in this Service Agreement shall entitle or permit the Tribe to use water from the Master Meter to service any connection not located on the Project or not located on the Tribe's Land.

Section 4.2. No Contractual Relationship with Residents.

The Parties acknowledge, understand and agree that this Service Agreement does not create, and shall not be construed to create, any contractual or other relationship between the District any person, user,

or resident in the Project. No person residing within the Project shall be a third-party beneficiary of this Service Agreement.

Section 4.3. Indemnity.

(a) Definitions. For purposes of this Section 4.3, "Indemnified Parties" shall mean: the District, and all of its officials, directors, representatives, employees, consultants, agents, successors, and assigns. For purposes of this Section 4.3, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner related (directly or indirectly) to the supply of water and water service provided by the Tribe downstream of the Master Meter to any individual connection within the Project, including, but not limited to, any negligent and/or willful acts, errors, and/or omissions of the Tribe, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party.

(b) Extent of Indemnification. To the fullest extent permitted by law, Tribe shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims. *Provided that*, notwithstanding the foregoing, the Tribe shall not be obligated under this Service Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties.

(c) Duty to Defend. Tribe shall, at its sole cost and expense and with legal counsel approved by the District (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Tribe is bound to indemnify the Indemnified Parties pursuant to Section 4.3. Notwithstanding the foregoing, the Tribe shall not be obligated to pay costs and expenses for legal counsel in excess of the prevailing rates for such costs and expenses in the County of Humboldt. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of the Tribe. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to the Tribe.

(d) Survival of Obligation. The Tribe's obligations to indemnify and defend shall survive the expiration or earlier termination of this Service Agreement until such time as any Claim against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally adjudicated to be barred by the applicable statute(s) of limitations.

Article V. Limited Waiver Of Sovereign Immunity And Government Claims Act Applicability To District; Dispute Resolution

Section 5.1 Limited Waiver of Sovereign Immunity.

(a) By executing this Service Agreement, the Tribe does not waive, limit, or modify the Tribe's sovereign immunity from unconsented suit, mediation, arbitration, or judicial litigation, except as expressly provided in this Service Agreement. For purposes of actions based on disputes between the District and the Tribe that arise under or are related to this Service Agreement and the enforcement of any judgment or award resulting therefrom obtained in accordance with the terms and conditions set forth herein, the Tribe expressly and irrevocably grants this limited waiver of its right to assert sovereign immunity from suit and consents to be sued in the Superior Court of the State of California in and for the County of Humboldt (referred to herein as the "Applicable Court"). All actions brought pursuant to this limited waiver shall be brought in the Applicable Court, and no other court. No action shall be brought in court pursuant to this limited waiver prior to the observance and implementation of the Dispute Resolution provisions of Section 5.3 of this Service Agreement, which are conditions precedent to the commencement of any such action. Notwithstanding anything stated herein to the contrary, this limited waiver of sovereign immunity is limited solely to disputes arising under this Service Agreement and does not apply to any other matter, party, or dispute; and is further limited solely to claims for injunctive relief to enforce the terms of this Service Agreement, specific performance of this Service Agreement, declaratory relief to construe the terms of this Service Agreement, and actual damages for breach of the terms of this Service Agreement, and for civil actions to enforce any judgment or award based on such claims adjudicated by the Applicable Court.

(b) The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Section 5.1, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies for civil actions authorized by this Section 5.1.

(c) Prior to the effective date of this Service Agreement, the Tribe shall adopt a resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in this Section 5.1, and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity as set forth in this Section 5.1, which waiver shall be irrevocable and binding on the Tribe for the term of this Service Agreement and thereafter for the period of the applicable statute of limitations for any actions described in Sections 5.1(a) and (b), notwithstanding the expiration or sooner termination of this Service Agreement.

Section 5.2 No Third Party Beneficiaries.

(a) In addition to Section 4.2 of this Service Agreement, no provision of this Service Agreement or any waiver of sovereign immunity contained herein shall provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the District and the Tribe, and, all provisions of the Service Agreement will be personal and solely between the District and the Tribe.

Nothing in this Service Agreement, whether express or implied, shall be construed to give any Person, other than the Parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Service Agreement, or any provision contained within such Service Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

(b) Solely for the purpose of this section, "Person" shall include any individual person and any governmental entity or legal entity, including, without limitation, corporations, limited liability companies, partnerships or associations or any other entity of any kind or type.

Section 5.3 Dispute Resolution. In recognition of the government-to-government relationship of the Tribe and the District, the Parties shall make their best efforts to resolve disputes that arise under this Service Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the District shall first meet and confer in good faith for the purpose of resolving disputes and to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance of and compliance with the terms, provisions, and conditions of this Service Agreement, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) calendar days of receipt of the notice, unless both parties agree in writing to an extension of time.
- (c) The parties' respective executive officers shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) calendar days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- (d) Disputes that are not otherwise resolved, may be resolved in the Superior Court of California in and for the County of Humboldt in accordance with the terms and conditions set forth in this Article 5 of this Service Agreement.

Section 5.4 Government Claims Act. By entering into this Service Agreement, the Tribe acknowledges and agrees that the Government Claims Act (the "Act"), including California Government Code Section 814, applies to the District. No action, claim or proceeding may be brought against any member of the Board of Directors or District public official, elected official, appointed official or employee, employee or agent to enforce this Service Agreement.

Article VI. Miscellaneous

Section 6.1 Notices. All notices required or provided for under this Service Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the District and Tribe. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to the District: Humboldt Bay Municipal Water District
Attn: District General Manager
828 7th St, Eureka, CA 95501

With courtesy copy to: friedenbach@hbmwd.com

Notice to the Tribe: Cher-Ae Heights Indian Community Of The Trinidad Rancheria
Attn: Chief Executive Officer
1 Cher-Ae Lane, Trinidad, CA 95570

With courtesy copy to: jhostler@trinidadrancheria.com

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either the District and/or Tribe may from time to time designate by mail as provided in this section. The District and/or Tribe may change its address by giving notice in writing to other party and thereafter notices shall be delivered or sent to such new address.

Section 6.2

Section 6.3 Amendments. This Service Agreement may be amended only by mutual written agreement of the parties hereto which writing must be duly executed by the lawfully authorized officers or officials of each party.

Section 6.4 Assignment. Neither the Tribe or District shall assign any of its rights nor transfer any of its obligations under this Service Agreement without the prior written consent of the other party hereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Section 6.5 Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

Section 6.6 Incorporation by Reference. Any and all exhibits to this Service Agreement are incorporated herein by reference.

Section 6.7 Remedies Not Exclusive. Subject to the terms and conditions of Section 5.1 of this Service Agreement, no remedy herein conferred upon or reserved to either party hereto is intended to be

exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 6.8 Time is of the Essence. Time is of the essence in this Service Agreement and each covenant and term is a condition herein.

Section 6.9 Waiver of Default. No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Service Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party hereto.

Section 6.6 Entire Agreement and Amendment. In conjunction with the matters considered herein, this Service Agreement contains the entire understanding and agreement of the District and Tribe and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, either oral or written, of any character or nature hereafter binding except as set forth herein. This Service Agreement may be altered, amended or modified only by an instrument in writing, executed by the District and Tribe to this Service Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Service Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Section 6.7 Successors and Assigns. All representations, covenants and warranties set forth in this Service Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

Section 6.8 Compliance with Law. Both parties hereto shall, at their sole cost and expense, comply with all applicable tribal, county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Service Agreement.

Section 6.9 California Law. Federal law and the laws of the State of California shall govern this Service Agreement. Any litigation regarding this Service Agreement or its contents shall be filed in the Superior Court of the State of California County of Humboldt. Except to the extent provided in the Limited Waiver of Sovereign Immunity in Article V of this Service Agreement, nothing herein shall extend the jurisdiction of the State of California, the District, or any other local government over the Tribe or lands held by the United States in trust for the Tribe.

Section 6.10 Execution in Counterparts. This Service Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA

_____, Tribal Chairperson

Date

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Sherri Woo, President of the Board of Directors

Date

EXHIBIT LIST

Exhibit 1 – Technical Specifications

DRAFT

Exhibit 1

[TO BE INSERTED AFTER APPROVAL OF PLANS AND SPECIFICATIONS FOR MAINLINE WORK]

DRAFT

For Immediate Release:

December 22, 2021

Contact:Sara Katz, Sites Project Authority
619-813-9551**Public Comment Period Extended for Sites Reservoir Revised/Supplemental Draft Environmental Documents**

SACRAMENTO, CA – The Sites Project Authority and Bureau of Reclamation – lead agencies for the Sites Reservoir project – have extended the public review and comment period for the Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement by an additional two weeks. The public review and comment period will now extend to **January 28, 2022**. The comment period extension will provide the public and agencies additional time to review and submit comments on the environmental analysis for the proposed Sites Reservoir project.

Last week, the Sites Project Authority and Bureau of Reclamation held two virtual public meetings to review the proposed alternatives and accept public comments on the Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement that was released in mid-November. The Sites Reservoir Project Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement is available at sitesproject.org/environmental-review.

Written comments must be postmarked or received by 5 p.m. Pacific Standard Time (PST) on January 28, 2022, and may be emailed to EIR-EIS-Comments@SitesProject.org, or mailed to Sites Project Authority, P.O. Box 517, Maxwell, CA 95955, or Bureau of Reclamation, 2800 Cottage Way, W-2830, Sacramento, CA 95825.

“Public feedback is one of the most integral components of this project. The Sites Project Authority has an established history of implementing changes to the proposed project based on feedback, and we continue to value and consider the input we receive,” said **Jerry Brown, Executive Director of the Sites Project Authority**. “We are committed to bringing to life a project that provides substantial benefit to the environment, people and farms throughout California, and we thank those individuals who are taking the time to help us get there by providing comments.”

For questions about the Sites Reservoir project, contact Alicia Forsythe, Sites Project Authority, at 916-880-0676, aforsythe@sitesproject.org.

Learn more about the project at www.sitesproject.org.

###

Sites is an off-stream reservoir proposed north of the Sacramento-San Joaquin Delta, where it would provide much-needed water supply and environmental benefits during dry and critical water years, and especially during extended drought periods. Additional information can be found at www.sitesproject.org, or on Facebook and Twitter at [@SitesProject](https://www.facebook.com/SitesProject).

**Observed Normal/High Run Off Conditions
(upstream of R. W. Matthews Dam)**

	Winter	Spring before May maintenance	During May maintenance	Spring after May maintenance	Summer	Fall
Approximate flowrate from penstock, varies with reservoir head	135 to 245 cfs to maximize flow through turbines for hydroelectric power ¹	245 cfs to maximize flow through turbines for hydroelectric power	0 cfs (no flow through penstock), maintenance timed to balance spillway flows that are high enough to provide minimum flow requirements but low enough for worker safety, may need to adjust flow to ensure spill.	Ranges from 245 to 43 cfs. Operational flow steps are approximately 245, 195, 145, 135, 85, 43 cfs (to be determined, to approximate descending limb of the hydrograph at Zenia).	43 cfs, or natural flow, whichever is less, to meet municipal demands plus Mad River dedication (31 cfs)	Operational flow steps are 43, 85, 135, then 145, 195, and 245 cfs, to meet Mad River dedication and flows sufficient for municipal demand, until reservoir is full, then increase hydroelectric power production and flow to maximize release of 245 cfs ^{1, 2} .
Minimum Arcata gage discharge ("HCP Table Flows")	January 1 through March 31: 75 cfs, or natural flow, whichever is less.	April 1 through June 30: 75 cfs, or natural flow, whichever is less.	April 1 through June 30: 75 cfs, or natural flow, whichever is less.	April 1 through June 30: 75 cfs, or natural flow, whichever is less.	July 1 - July 31: 50 cfs August 1 - August 31: 40 cfs September 1 - September 30: 30 cfs, or natural flow, whichever is less.	October 1 - October 15: 30 cfs October 16 - October 31: 50 cfs November 1 - December 31: 75 cfs, or natural flow, whichever is less
Biological benefit due to hydroplant operations	NA. Penstock releases are small relative to spillway flows and tributary contributions throughout watershed.	NA. Penstock releases are small relative to spillway flows and tributary contributions throughout watershed.	NA. This is normally a two-week period for hydroplant and dam maintenance.	Mostly in upper Mad River, upstream of Pilot Creek. Edgewater habitat prolonged for YLF and steelhead fry.	In upper and middle reaches, provides aquatic habitat that would otherwise be dry or minimum flow to support aquatic life.	Initiate/improve summer steelhead spawning migration. Improve habitat upstream of summer holding reach.
Number of generators running¹	1 then 2 once reservoir is close to capacity	2	0	1 or 2	1	1 then 2 once reservoir is close to capacity, or when winter storm pattern indicates filling will occur ² .
Spillway conditions	Flow over spillway after reservoir full and 2nd generator is online	Flow over spillway	All flow is from over the spillway	Flow to no flow	No flow	No flow to flow over spillway after reservoir full and 2nd generator is online.
Ruth Lake conditions	Filling	Full	Spilling	Spilling to draining	Draining	Draining and some inflow

¹ 1 generator release is 135 cfs or less, 2 generators release >135 to 245 cfs

² Determination will be based on "Factors in Determining Flow Releases through Matthews Dam"

**Extreme/Low Run Off Conditions
(upstream of R. W. Matthews Dam)**

	Winter		Spring before May maintenance		During May maintenance	Spring after May maintenance	Summer	Fall
Approximate flowrate from penstock, varies with reservoir head	Calculated minimum 56 cfs (36 MGD) sustainable over 4 years of drought similar to 1976-77. Operational minimum flow of 85 cfs to balance water storage and hydroelectric production.				0 cfs (no flow through penstock), maintenance timed to balance spillway flows that are high enough to provide minimum flow requirements but low enough for worker safety, may need to adjust flow to ensure spill.	Ranges from 43 to 85 cfs (to be determined, to approximate descending limb of the hydrograph at Zenia).	43 cfs, or natural flow, whichever is less, to meet municipal demands plus Mad River dedication (31 cfs)	Ranges from 43 to 85 cfs, when 1 generator is online, to meet Mad River dedication and flows sufficient for municipal demand, until reservoir is full.
Minimum Arcata gage discharge	January 1 through March 31: 75 cfs, or natural flow, whichever is less.				April 1 through June 30: 75 cfs, or natural flow, whichever is less.	April 1 through June 30: 75 cfs, or natural flow, whichever is less	July 1 - July 31: 50 cfs August 1 - August 31: 40 cfs September 1 - September 30: 30 cfs, or natural flow, whichever is less.	October 1 - October 15: 30 cfs October 16 - October 31: 50 cfs November 1 - December 31: 75 cfs, or natural flow, whichever is less
Biological benefit	NA. Penstock releases are small relative to spillway flows and tributary contributions throughout watershed.				NA. This is normally a two-week period for hydroplant maintenance.	Mostly in upper Mad River, upstream of Pilot Creek. Edgewater habitat prolonged for YLF and steelhead fry.	In upper and middle reaches, provides aquatic habitat that would otherwise be dry. Provides flow to the lower mainstem when tributaries are low/dry.	In upper and middle reaches, provides aquatic habitat that would otherwise be dry or nearly dry. Provides flow to the lower mainstem when tributaries are low/dry.
Number of generators running	1 or 2		1		0	1	1	1 assuming reservoir doesn't reach capacity
Spillway conditions	Flow over spillway if/when reservoir full and 2nd generator is online				If reservoir too low for spillway releases, maintain minimum flow during maintenance via fish flow bypass pipe	No flow	No flow	No flow
Ruth Lake conditions	Filling		Full		Spilling	Draining	Draining	Draining and some inflow

RESOLUTION NO. 2022-01**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER NO. N-33-20 ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF HUMBOLDT BAY MUNICIPAL WATER DISTRICT FOR THE PERIOD OF JANUARY 13, 2022 THROUGH FEBRUARY 12, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the Humboldt Bay Municipal Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Humboldt Bay Municipal Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-25 on December 21, 2021, finding that the requisite conditions exist for the legislative bodies of Humboldt Bay Municipal Water District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020 (N-33-20), in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and CDC guidance; and

WHEREAS, the Board of Directors does hereby find that as a result of the COVID-19 pandemic, social distancing recommendations and conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control

of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and re-ratify local social distancing recommendations; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Humboldt Bay Municipal Water District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. That the Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

3. That the Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020;

4. That the staff, General Manager, and legislative bodies of the Humboldt Bay Municipal Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. That this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of February 12, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Humboldt Bay Municipal Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Humboldt Bay Municipal Water District, this 13th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Sheri Woo, President

J. Bruce Rupp, Secretary/Treasurer

New Business

Section 5 Internal Organization – Officers, appointed positions, and employees**Section 5. Internal Organization- Officers, Appointments, and Employees.....5**

Section 5.1 – Election of President, Vice President

Section 5.2 – Appointments

Section 5.3 – Employment of Employees

Section 5.4 – President and Secretary

Section 5.5 – Treasurer

Section 5.6 – General Manager

Section 5.7 – Legal Counsel

Section 5.8 – Auditor

Section 5.9 – Committees

Section 5.1 - Election of President; Vice President

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

Section 5.2 - Appointments

The Board will appoint, by a majority vote, a Secretary, Treasurer, Attorney, General Manager, and Auditor, and shall define their duties and fix their compensation. The Board may at any meeting appoint an Assistant Secretary and Assistant Treasurer. Each of these shall serve at the pleasure of the Board. The Board may consolidate the offices of Secretary and Treasurer.

Section 5.3 - Employment of employees

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

Section 5.4 - President and Vice-President

The President and Vice-President, in addition to the duties imposed on them by law, will perform such duties as may be imposed on them by the Board. The President shall preside over public meetings, attend agenda review meetings with Staff, serve on the Water Task Force committee, the Board Policy and Evaluations committee, and the Mad River Policy committee if two other Board members are not appointed. In the absence of the President, the Vice-President shall fulfill the duties of the President.

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. The Treasurer shall serve on the Audit committee.

Section 5.6 – Secretary

The Secretary, or other persons as may be authorized by the Board, will review draft minutes prepared by the Staff Board Secretary prior to adoption.

Section 5.7 - 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.

Board of Directors
Committee Assignments 2021

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

Board of Directors
Committee Assignments 2021

Committee Assignments		
Audit Committee	Secretary/Treasurer with David Lindley (2021)	Secretary/Treasurer is standing member and second Director appointed year-to-year
Water Task Force	One Board/Council member and one management representative from District and each Municipality (may also include a representative from wholesale industrial customer) and Ruth Lake CSD HBMWD Members: President Sheri Woo and GM Alternate: Neal Latt	Until new appointment
Water Resource Planning Advisory Committee	Bruce Rupp and Sheri Woo	Until new appointment
Committee to Support and Advance Local Water Sales and Advance Consideration of "Transport" Option	J. Bruce Rupp and Neal Latt	Until new appointment
Committee to Support Consideration of an Instream Flow Dedication in the Mad River	Sheri Woo and Michelle Fuller	Until new appointment
Board Policy & Evaluations Committee	President and J. Bruce Rupp	Until new appointment
Education and Outreach Committee	David Lindberg and Michelle Fuller	Until new appointment
District Website Social Media Ad-Hoc Committee	Sheri Woo and Michelle Fuller, Business Manager	Until new appointment
Mad River Policy Committee	Director Lapp and Director Fuller	Until new appointment
Trinity County Master Lease Committee	Director Rupp and Director Lapp	Until new appointment

Humboldt Bay Municipal Water District

To: Board of Directors

From: Chris Harris

Date: January 13, 2022

Re: Informal bidding Ordinance for California Uniform Public Construction Cost Accounting Act (CUPCAA)

Background

At the October 2021 Board Meeting, the Directors approved district participation in the CUPCAA. Opting-in to the CUPCAA raised the bidding thresholds and simplified the bidding process for smaller projects.

	Previous Thresholds	CUPCAA Thresholds
Work can be completed using Force Account	\$1,000-\$35,000	\$1,000-\$60,000
Work can be completed by negotiated contract or by purchase order – bids are not mandated		\$1,000-\$60,000
Work completed by informal bidding process	\$1,000-\$35,000	\$60,001-\$200,000*
Work completed by formal bidding process	\$35,001+	\$200,001+

* If bids received are in excess of \$200,000, the Board may, by adopting a resolution, award the contract (up to \$212,500) to the lowest bidder, if the Board has determined the cost estimate of the agency was reasonable.

Discussion

One of the requirements for CUPCAA participants is approval of an Informal Bidding Ordinance (attached). The procedures required for the informal bidding process mirror established processes already in place at the District. If no bids are received through the informal (or formal) bid procedure, the project may be performed by force account, or negotiated contract.¹

Recommendation

Staff requests any feedback from the Board regarding the *attached Ordinance 24 – Informal Bidding Procedures Under the CUPCAA*. After incorporating feedback from the Board, the Ordinance will be published for public review and will then return to Board for final approval at the February Board Meeting.

Attachments

Ordinance 24 – Informal Bidding Procedures Under the CUPCAA

¹ Public Contract Code 22038(c)

ORDINANCE 24 – AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

WHEREAS, Humboldt Bay Municipal Water District (District) opted in to the California Uniform Public Construction Cost Accounting Act (Act) by Resolution 2021-20 effective October 14, 2021; and

WHEREAS, pursuant to section 22304 of the Public Contract Code, the District shall adopt an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032 of the Public Contract Code

NOW, THEREFORE, the Board of Directors of Humboldt Bay Municipal Water District does ordain as follows:

Section 1. Recitals. The District hereby finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. Informal Bidding Procedures. Public projects, as defined by the Act and in accordance with the limits listed in section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in section 22032, *et seq.*, of the Public Contract Code.

Section 3. Contractors List. Humboldt Bay Municipal Water District shall comply with the requirements of section 22034 of the Public Contract Code by maintaining a Contractor's List.

Section 4. Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of the Ordinance, a notice inviting informal bids shall be circulated using any of the following:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed and maintained in accordance with section 3, above.
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California's Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the District, provided, however, that if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section 5. Award of Contracts. The General Manager or designated agent (Superintendent or Business Manager) is authorized to award informal contracts pursuant to this Ordinance.

Section 6. California Environment Quality Act Compliance. The District Board of Directors find, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is exempt from the requirements

Humboldt Bay Municipal Water District
Ordinance 24
Approved XX day of February, 2022

of the California Environmental Quality Act (CEQA) in that it is not a Project which had the potential for causing significant effect on the environment.

Section 7. Severability. If any provisions, section, subsection, sentence, clause, phrase, or sections of the Ordinance, or the application of same to any person, or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions, provisions, or regulations contained herein shall not be affected, it being the intent of the Board of Directors in adopting the Ordinance that no portions, provisions, or regulations contained herein shall become inoperative, or fail by reason of the unconstitutionality of any other provision hereof, and all provisions of the Ordinance are declared to be severable for that purpose.

Section 8. Ordinance Effective Date. This Ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

PASSED AND ADOPTED by the Humboldt Bay Municipal Water District Board of Directors on the XX day of February, 2022 by the following rollcall vote:

I HEREBY CERTIFY that the foregoing Ordinance was duly INTRODUCED at a regularly held meeting of the Board of Directors of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT on the 13th day of January, 2022, and was PASSED and ADOPTED by the Board of Directors of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT on the XX day of February, 2022 by the following vote

AYES:

NOES:

ABSENT:

Engineering

TO: **HBMWD** PROJECT: **HBMWD 12kV Switchgear Relocation** APPLICATION NO: **12**
 828 7th St
 Eureka, CA 95501

FROM: **Sequoia Construction Specialties** ENGINEER: **GHD** PERIOD FROM: **12/01/21**
 PO Box 6061 Eureka, CA 95502-6061 PERIOD TO: **12/31/21**

FEMA NO.: **4240-DR-CA-PJ0017**

CONTRACT FOR: APPLICATION DATE: **12/30/21**

APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	2,448,063.00
2. Net Change by Change Orders	376,048.00
3. Contract Sum to Date (Line 1 and 2)	2,824,111.00
4. Total Completed & Stored to Date	2,179,066.07
5. Retainage:	
a. 5% of Completed & Stored Work	108,953.30
Total Retainage	108,953.30
6. Total Earned Less Retainage	2,070,112.77
7. Less Previous Certificates for Payment (Net amount)	1,990,326.95
8. Current Payment Due	79,785.82
9. Balance to Finish, Plus Retainage	645,045.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months.	360,754	0
Total approved this Month	15,294	0
TOTALS	\$376,048	\$0
NET CHANGES BY Change Order		\$376,048

APPROVED BY

Notre Ste 1/4/22

ENGINEER: GHD

OWNER: HBMWD

The undersigned Contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is not due.

Contractor:

By: Brian Pritchard

12/30/2021



CHANGE ORDER

PROJECT: HBMWD 12 kV Switchgear Relocation

Change Order No.: 7

Date: 1/6/2022

Page No.: 1 of 2

DESCRIPTION OF CHANGE:

This change order includes work associated with the following items:

1. Electrical interlock scheme
2. Spare 2505 remote input/output (I/O) module
3. Transformer neutral overcurrent trip
4. Fiber patch panel for fiber cable
5. Additional Schweitzer Engineering Laboratories (SEL) I/O status wiring and drawings

The project design included an SEL 700GT+ relay on the 52U (utility breaker) circuit and 52G (generator breaker) circuit. It was determined during construction that due to the design of the switchgear equipment, if both relays failed, it would not be possible to manually close either 52U or 52G. This is by design so that both breakers cannot accidentally be closed at the same time, which is not allowed by PG&E. However, if both relays were to catastrophically fail, the inability for manual closure of the breakers would render the District unable to produce water throughout the time that it would take to get new relays delivered, programmed, and installed, which could take weeks. The electrical interlock scheme (Item 1) was developed to allow for manual closure of 52U or 52G in the event of a catastrophic failure of both relays, while still not allowing for both breakers to be closed at the same time, thus still meeting PG&E requirements. The cost for this work includes effort for developing new drawings and performing the wiring work required to make this scheme function properly. The total cost for the changes associated with Item 1 is \$1,983.65.

The project design included an SEL 2505 remote I/O module, which provides remote inputs and outputs from relays over a single fiber optic cable (Item 2). The I/O module has eight digital inputs and eight digital outputs, which is sufficient for this project. However, if any additional inputs or outputs are added in the future, an additional I/O module would be required. Additionally, this additional module serves as a spare in case of failure. District staff determined that it would be beneficial to add a spare 2505 module (Item 2) into the project now for these reasons. The total cost for the changes associated with Item 2 is \$1,180.38.

The District's existing system is wired so that if a fault is detected on the secondary side (load side) of the transformer that feeds the District's source water pumps, the breaker feeding 12 kV power to the primary side (utility side) would be tripped. However, under the current configuration, staff would not know why the breaker tripped. It was determined that the new relays being used for this project have additional functionality, and that it would be possible to wire the transformer neutral trip circuit directly into the new relays (Item 3), so District staff will get a specific alarm if there is an overcurrent trip on the transformer neutral circuit. This functionality is desirable to District staff. The total cost for the changes associated with Item 3 is \$1,158.

A fiber patch panel (Item 4) acts as a distribution hub for fiber cable. Fiber cable enters the patch panel, and each fiber strand is separated into individual strands (or pairs), which connect to electronic communication devices. The original design did not include a fiber patch panel, but adding a fiber patch panel now will allow greater flexibility for connecting additional fiber to the District's network in the future. The total cost for the changes associated with Item 4 is \$3,253.18.

The additional SEL I/O status wiring (Item 5) is related to integrating the 2-MW generator and its upgraded controller into the new switchgear system. The work includes additional drawings and wiring associated with additional relay statuses and control logic. The work associated with this change prevents the generator and utility from running in parallel for longer than a second, per PG&E requirements. While Cummins was consulted during the original design, and the original design was completed based on drawings provided by Cummins, it was unknown that this additional functionality and control statuses that need to be wired was required until Cummins investigated further during construction. The total cost for the extra work associated with Item 5 is \$5,172.83.

The total cost for the items of work included in this change order is \$13,385.43, which includes a 5% markup by Sequoia Construction as allowed in the contract documents. A breakdown of the adjustment to the overall contract sum is provided on the following page.

The project has been significantly impacted by the COVID-19 pandemic in addition to wildfire disasters during 2021. The integrated power assembly (IPA) building was scheduled to arrive in July 2021. However, due to California wildfires during the summer and fall of 2021, the highway into Humboldt county was either closed or prohibited for wide load transportation, such as the IPA building. This resulted in a delay of four months to receive the building in November 2021. Upon delivery of the IPA building, work began immediately on installation and commissioning of the switchgear. Working during the winter wet season on electrical equipment and site work is leading to work efficiency time delays. To account for these unforeseen impacts on the project schedule, a contract extension of 150 days is included with this change order, which gives an updated contract completion date of June 30, 2022.

CONTRACTOR: Sequoia Construction Specialties

Adjustment of contract sum	
Original Contract Sum	\$2,448,063.00
Prior Adjustments	\$376,048.99
Contract Sum Prior to this Change	\$2,824,111.99
Adjustment for this Change	\$13,385.43
Revised Contract Sum	\$2,837,497.42

Adjustment of contract completion dates	
Original Contract Completion Date	Nov. 26, 2020
Prior Adjustments in Calendar Days	431
Adjustment in Calendar Days for this Change Order	150
Revised Contract Completion Date	June 30, 2022

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

RECOMMENDED BY:

Nathan Stevens

Engineer – Nathan Stevens

DATE: 1/6/2022

APPROVED BY:

Owner – John Friedenbach, General Manager

DATE: _____

ACCEPTED BY:

Contractor – Brian Pritchard, President

DATE: _____

Potential Change Order/Proposal

SEQUOIA CONSTRUCTION SPECIALTIES

PO Box 6061
 310 Redmond Rd
 Eureka, CA. 95503
 Phone: (707)442-3596 Fax: (707)442-0304

Proposal Number:	11.1
Date:	12/2/2021
Requested by:	

Issued To:

HBMWD

Project: 12kV Switchgear Relocation

Description	Amount
Additional parts and services requested - revised	\$ -
Colburn Electric	\$ 12,748.03
	\$ -
	\$ -
<i>Sub Total</i>	\$ 12,748.03
5% O&P	\$ 637.40
Total Price	\$ 13,385.43

Additional working days required: TBD

Attachments: Colburn Proposal

Signed: Brian Pritchard

Proposal
ROBERT COLBURN ELECTRIC, INC.
 California Contractor License No. 750471
 PO Box 3667
 Eureka, CA 95502
 Phone: (707) 445-8474 Fax: (707) 445-8475
 www.colburn-electric.com

To: **Sequoia Construction Co.** Date: **12/1/2021**
 Attn: **Brian** Job Location: **HBMWD 12kv Switchgear Relocation**
 Email _____ COR: **11 R**

We hereby propose to furnish all materials, equipment, and labor necessary to perform the following work:

Additional Parts and Services for HBMWD Generator Upgrade Project - per the attached:

Electrical Interlock scheme	
1 (Line Item #8 (1,2) Control Strategy Status)	\$ 1,983.65
2 (Line Item #9 (b) Second 2505 Spare Remote I/O Module)	1,180.38
3 (Line Item #10 (a) Transformer Neutral Overcurrent Trip - Wire Into Relay)	1,158.00
4 (Line Item #11 (a) Fiber Patch Panel For Fiber Cable And Added SEL Status Wiring And Drawings).	3,253.18
5 (Line Item #12 Added SEL IO Status Wiring And Drawings)	5,172.83
Total Adder	\$ 12,748.03

Includes: Sales Tax.

Excludes: Permit/Inspection fees.

You, the Customer (buyer) or tenant have the right to require the contractor to furnish you with a performance bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, California 95826, or call the CSLB at 1-800-321-CLSB (2752) or visit the CSLB Internet Web site at www.cslb.ca.gov.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory to do the work as specified. Payment to be made as outlined above.

Authorized Signature Bob Colburn
 Robert Colburn Electric, Inc.

Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTED BY: _____
 Date of Acceptance _____

Signature _____

ROBERT COLBURN ELECTRIC, INC.

Calif. Contractors License No. 750471
P.O. Box 3667 Eureka, California 95502

office phone (707) 445-8474 office fax (707) 445-8475

WORK SHEET

DATE: December 1, 2021

FOR JOB	HBMWD		email:
LOCATION	7270 W End Rd.		
CITY	Arcata		
QUOTE TO	(Line Item #8 (1,2) Control Strategy Status)		
	Quote for providing electrical interlock drawings, wiring and spare SEL 700GT+ relay		

Quantity	ARTICLE	Unit Price	TOTALS
15	zip ties	0.19	2.85
40	feet of 4 conductor cable #14 gauge	1.23	49.20
10	#14 terminal connectors	0.32	3.20
			-
			-
			-
			-
		Subtotal	55.25
		Tax 9.25%	5.11
	OHP on Materials	15%	8.29
8	Hours Labor	110/HR,	880.00
1	Daqota Engineering Services for electrical interlock drawings		900.00
	OHP on Daqota	15%	135.00
	Total		1,983.65

Remit to:

Daqota Systems, Inc.
 PO Box 2188
 McKinleyville, CA 95519

Phone #
 7075025768

Invoice

Date	Invoice #
9/7/2021	3957

Bill To
 Robert Colburn Electric, Inc
 Joyce Johnson
 PO Box 3667
 Eureka, CA 95502

PAID
 09/16/2021

P.O. No.	Terms	Project
21-ENG	Due Upon Submittal	

Quantity	Description	Rate	Amount
19	hours HBMWD engineering support for SEL Relay configuration testing and drawings, July 16-31, 2021	180.00	3,420.00
5	hours HBMWD engineering support for review, design and drawings manual control circuit, August 1 -15, 2021	180.00	900.00
17	hours HBMWD engineering support for review, design and drawings for relay wiring, transformer neutral circuit, August 16 -31, 2021	180.00	3,060.00
6	ENGINEERING SERVICES - PGE review and coordination	180.00	1,080.00
	Eureka CA Sales Tax	8.75%	0.00
Thank you for your business.		Total	\$8,460.00

ROBERT COLBURN ELECTRIC, INC.

Calif. Contractors License No. 750471
P.O. Box 3667 Eureka, California 95502

office phone (707) 445-8474 office fax (707) 445-8475

WORK SHEET

DATE: October 8, 2021

FOR JOB	HBMWD	email:
LOCATION	7270 W End Rd.	
CITY	Arcata	
QUOTE TO	(Line Item #9 (b) Second 2505 Spare Remote I/O Module)	
	Quote for providing spare SEL 2505 remote I/O module. Quote does not include mounting of SEL 2505 remote I/O Module	
	I/O Module	

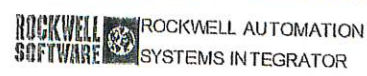
Quantity	ARTICLE	Unit Price	TOTALS
1	SEL 2505 remote I/O module	950.00	950.00
			-
		Subtotal	950.00
		Tax 9.25%	87.88
	OHP on Materials	15%	142.50
	Hours Labor	110/HR,	-
	Total		1,180.38

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



DAQOTA SYSTEMS, INC.
Phone: 707-826-1120
Fax: 707-826-1201
daqota@daqota.com

P.O.Box 2188
McKinleyville, California 95519
707-826-1120



P.O.Box 198
Cloquet, Minnesota 55720
218-878-0665

September 7, 2021

Quotation 2109071-HBMWD

To: Todd Smith
Colburn Electric

From: Tim Woodward
Daqota Systems, Inc.

Re: Additional parts and services for HBMWD generator upgrade project

- Item 1: SEL 2505 remote I/O module for spare
Price: \$ 950 plus tax (includes shipping)
- Item 2: Fiber Patch Panel (QTY 2) for up to 12 fiber connections
Price: \$ 1910 plus tax (includes standard shipping)
- Item 3: SEL 700GT Relay spare
Price: \$ 5670 plus tax (includes standard shipping)
- Item 4: Electrical Interlock scheme for manual closure of 52G/52U engineering
Price: \$ 720 Daqota Engineering Services (does not include Colburn wiring time or materials)
- Item 5: Transformer neutral ground trip review and drawing additions
Price: \$ 720 Daqota Engineering Services

Payment Terms:

Due at time services are completed or components ordered.

Why is this \$3,060 on the next sheet?

Best Regards,

Tim Woodward
Daqota Systems, Inc.
707-845-3386
twoodward@daqota.com

ROBERT COLBURN ELECTRIC, INC.
 Calif. Contractors License No. 750471
 P.O. Box 3667 Eureka, California 95502
 office phone (707) 445-8474 office fax (707) 445-8475

WORK SHEET

DATE: October 8, 2021

FOR JOB	HBMWD	email:
LOCATION	7270 W End Rd.	
CITY	Arcata	
QUOTE TO	(Line Item #10 (a) Transformer Neutral Overcurrent Trip - Wire Into Relay)	
	Quote for Transformer Neutral Overcurrent Trips Wired To Relay And Drawings From Daqota Engineering	

Quantity	ARTICLE	Unit Price	TOTALS
			-
			-
		Subtotal	-
		Tax 9.25%	-
		15%	-
3	Hours Labor	110/HR,	330.00
1	Daqota Engineering Services Drawings		3,060.00
	OHP on Daqota	15%	459.00
	Total		3,849.00

\$720 on the previous sheet

Updated on Colburn cover sheet

Remit to:

Daqota Systems, Inc.
 PO Box 2188
 McKinleyville, CA 95519

Phone #
7075025768

Invoice

Date	Invoice #
9/7/2021	3957

Bill To Robert Colburn Electric, Inc Joyce Johnson PO Box 3667 Eureka, CA 95502

HBMWD
 09/16/2021

P.O. No.	Terms	Project
21-ENG	Due Upon Submittal	

Quantity	Description	Rate	Amount
19	hours HBMWD engineering support for SEL Relay configuration testing and drawings, July 16-31, 2021	180.00	3,420.00
5	hours HBMWD engineering support for review, design and drawings manual control circuit, August 1 -15, 2021	180.00	900.00
17	hours HBMWD engineering support for review, design and drawings for relay wiring, transformer neutral circuit, August 16 -31, 2021	180.00	3,060.00
6	ENGINEERING SERVICES - PGE review and coordination	180.00	1,080.00
	Eureka CA Sales Tax	8.75%	0.00
	Updated on Colburn cover sheet		
	Cost in Daqota quote for their work for neutral overcurrent trip is \$720. It looks like this \$3,060 includes engineering time for separate relay wiring and engineering the neutral overcurrent trip, and the time for relay wiring should not be included in Colburn's quote for extra work?		
Thank you for your business.			Total \$8,460.00

ROBERT COLBURN ELECTRIC, INC.

Calif. Contractors License No. 750471

P.O. Box 3667 Eureka, California 95502

office phone (707) 445-8474 office fax (707) 445-8475

WORK SHEET

DATE: October 8, 2021

FOR JOB	HBMWD	email:
LOCATION	7270 W End Rd.	
CITY	Arcata	
QUOTE TO	(Line Item #11 Two Fiber Patch Panels With 12 Fiber Connections)	

Quantity	ARTICLE	Unit Price	TOTALS
1	Two fiber patch panels with 12 fiber connections	1,910.00	1,910.00
			-
			-
			-
			-
			-
			-
			-
		Subtotal	1,910.00
		Tax 9.25%	176.68
		15%	286.50
8	Hours Labor Mount And Make Up Fiber Patch Panels And Test	110/HR,	880.00
	Total		3,253.18

ROBERT COLBURN ELECTRIC, INC.
 Calif. Contractors License No. 750471
 P.O. Box 3667 Eureka, California 95502

office phone (707) 445-8474 office fax (707) 445-8475

WORK SHEET

DATE: October 8, 2021

FOR JOB	HBMWD	email:
LOCATION	7270 W End Rd.	
CITY	Arcata	
QUOTE TO	(Line Item #12 Added SEL I/O Status Wiring And Drawings)	

Quantity	ARTICLE	Unit Price	TOTALS
50	19 conductor cable #14 gauge	4.50	225.00
30	zip ties	0.19	5.70
55	feet 2 conductor cable #14 gauge	0.78	42.90
50	Ft. #14 terminal connectors	0.32	16.00
			-
			-
			-
		Subtotal	289.60
	Sales Tax	Tax 9.25%	26.79
	OHP on Materials	15%	43.44
8	Hours Labor	110/HR,	880.00
	Daqota Engineering Services for Added SEL I/O Status drawings		3,420.00
	Colburn Electric OHP 15% on Daqota	15%	513.00
	Total		5,172.83

Remit to: Daqota Systems, Inc.
 PO Box 2188
 McKinleyville, CA 95519

Phone #
 7075025768

Invoice

Date	Invoice #
9/7/2021	3957

Bill To
 Robert Colburn Electric, Inc
 Joyce Johnson
 PO Box 3667
 Eureka, CA 95502

PAYED
 09/16/2021

P.O. No.	Terms	Project
21-ENG	Due Upon Submittal	

Quantity	Description	Rate	Amount
19	hours HBMWD engineering support for SEL Relay configuration testing and drawings, July 16-31, 2021	180.00	3,420.00
5	hours HBMWD engineering support for review, design and drawings manual control circuit, August 1 -15, 2021	180.00	900.00
17	hours HBMWD engineering support for review, design and drawings for relay wiring, transformer neutral circuit, August 16 -31, 2021	180.00	3,060.00
6	ENGINEERING SERVICES - PGE review and coordination	180.00	1,080.00
	Eureka CA Sales Tax	8.75%	0.00
Thank you for your business.		Total	\$8,460.00

Joyce Johnson

From: brian sequoiaconst.com <brian@sequoiaconst.com>
Sent: Tuesday, November 16, 2021 11:13 AM
To: Todd Smith; Bob Colburn
Subject: Fw: HBMWD 12kv PCO #11
Attachments: PCO #11 Additional Parts & Services_NS Comments.pdf

Brian Pritchard
Sequoia Construction Specialties
P.O. Box 6061, Eureka, CA 95502
Office: 707-442-3596 | Fax: 707-442-0304
www.sequoiaconst.com

From: Nathan Stevens <Nathan.Stevens@ghd.com>
Sent: Wednesday, November 10, 2021 10:39 AM
To: brian sequoiaconst.com <brian@sequoiaconst.com>
Cc: John Friedenbach <friedenbach@hbmwd.com>; Dale Davidsen <Supt@hbmwd.com>; Chris Harris <harris@hbmwd.com> <harris@hbmwd.com>
Subject: RE: HBMWD 12kv PCO #11

Hi Brian,

Sorry for the delayed response on this. There was correspondence and deliberation regarding the backup 700GT+ relay that all took some time.

Please see my comments on the attached quote, which are summarized as follows:

1. HBMWD has decided to not move forward with the backup 700GT+ relay; please remove from the quote.
2. There seems to be a cost discrepancy within the quote regarding the neutral ground overcurrent trip
 - a. The Daqota cost for this is shown as \$720 on page 7, then \$3,060 on page 8. A line for \$3,060 is highlighted on a Daqota invoice on page 9. It looks like this line included effort for the neutral ground overcurrent trip (extra work) along with other effort that was part of the original contract for the project (e.g., design and drawings for relay wiring). Perhaps Colburn mistakenly assumed that all this effort was for the neutral circuit when only \$720 of this was for the neutral circuit, per page 7? Let me know if I am missing or misinterpreting something.

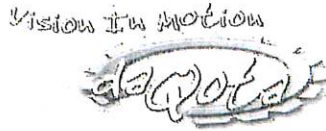
Everything else looks good to me. Please address the comments above when you get a chance and send a finalized revised quote with Sequoia cover page and markup for processing, thanks.

Nathan Stevens, PE

D +1 707 267 2204 M +1 661 599 0934 E nathan.stevens@ghd.com

From: brian sequoiaconst.com <brian@sequoiaconst.com>
Sent: Monday, October 11, 2021 3:35 PM
To: Nathan Stevens <nathan.stevens@ghd.com>
Cc: adam sequoiaconst.com <adam@sequoiaconst.com>
Subject: HBMWD 12kv PCO #11

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



DAQOTA SYSTEMS, INC.

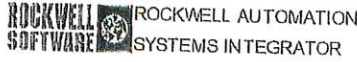
Phone: 707-826-1120

Fax: 707-826-1201

daqota@daqota.com

www.daqota.com

P.O.Box 2188
McKinleyville, California 95519
707-826-1120



P.O.Box 198
Cloquet, Minnesota 55720
218-878-0665

September 7, 2021

Quotation 2109071-HBMWD

To: Todd Smith
Colburn Electric

From: Tim Woodward
Daqota Systems, Inc.

Re: Additional parts and services for HBMWD generator upgrade project

- Item 1: SEL 2505 remote I/O module for spare
Price: \$ 950 plus tax (includes shipping)
- Item 2: Fiber Patch Panel (QTY 2) for up to 12 fiber connections
Price: \$ 1910 plus tax (includes standard shipping)
- Item 3: SEL 700GT Relay spare
Price: \$ 5670 plus tax (includes standard shipping)
- Item 4: Electrical Interlock scheme for manual closure of 52G/52U engineering
Price: \$ 720 Daqota Engineering Services (does not include Colburn wiring time or materials)
- Item 5: Transformer neutral ground trip review and drawing additions
Price: \$ 720 Daqota Engineering Services

Payment Terms:

Due at time services are completed or components ordered.

Best Regards,

Tim Woodward
Daqota Systems, Inc.
707-845-3386
twoodward@daqota.com

FINANCIALS

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

<u>BANK ACCOUNT BALANCES AT MONTH-END</u>	December 31, 2021	December 31, 2020
GENERAL ACCOUNTS		
1. US Bank - General Account	3,047,054.12	1,973,406.35
2. US Bank - Xpress BillPay/Electronic Payments Account	3,159.25	3,966.48
<i>Subtotal</i>	3,050,213.37	1,977,372.83
INVESTMENT & INTEREST BEARING ACCOUNTS		
3. US Bank - DWR/SRF Money Markey Acctn	166,547.15	166,510.92
4. US Bank - DWR/SRF Reserve CD Account	547,336.94	547,336.94
5. US Bank - PARS Investment Account	1,044,373.66	908,493.72
<i>Contributions = \$800,000 Earnings = \$244,374</i>		
6. L. A. I. F Account - General Account	1,687.78	1,687.78
7. L. A. I. F Account - MSRA Reserve Account	442,451.59	440,635.83
8. CalTRUST - Restricted Inv. Account (Medium Term)	1,329,638.18	1,320,606.21
9. CalTRUST - Unrestricted Inv. Account (Medium Term)	411,496.08	431,090.20
10. CalTRUST - DWFP Reserve Account (FedFund)	240,712.64	240,654.99
11. CalTRUST - ReMat Account (LEAF Fund)	853,707.08	653,796.18
12. CalTRUST - General Reserve Account (Short-Term)	2,379,828.84	2,381,918.67
<i>Total CalTRUST Accounts</i>	5,215,382.82	5,028,066.25
13. Humboldt County - SRF Loan Payment Account	7,193.32	7,195.64
14. Humboldt County - 1% Tax Account	-	60,242.85
15. Principle Investment Account	38,506.74	25,952.40
<i>Subtotal</i>	7,463,480.00	7,186,122.33
OTHER ACCOUNTS		
16. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
17. Cash on Hand	650.00	650.00
18. Humboldt County - Investment Account (clsd)	-	26,559.74
19. Humboldt County - DWFP Reserve Account (clsd)	-	2,957.41
20. Humboldt County - MSRA Reserve Account (clsd)	-	1,884.65
21. Humboldt County - ReMat Account (clsd)	-	5,711.29
<i>Subtotal</i>	27,650.00	64,763.09
TOTAL CASH	10,541,343.37	9,228,258.25

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



<u>FUND BALANCES AT MONTH-END</u>	December 31, 2021	December 31, 2020
RESTRICTED FUNDS - ENCUMBERED		
1. Prior-Year Price Factor 2 Rebate	(1,794.52)	(13,115.57)
2. Prior-Year Restricted AP Encumbrances	(343,017.00)	(136,314.00)
3. Advanced Charges - 12Kv Relocation	(513,866.67)	-
4. Advanced Charges - 18,000lb Excavator	-	(222,800.00)
5. Advanced Charges - 3x Tank Seismic Retrofit	(1,113,103.67)	(245,112.00)
6. Advanced Charges - Cathodic Protection Project	(112,499.98)	(49,998.00)
7. Advanced Charges - Collector 2 Rehabilitation	(729,848.49)	(668,045.00)
8. Advanced Charges - On-Site Generation of Chlorine	(823,096.52)	(456,195.00)
9. Advanced Charges - Redundant Pipeline	(184,228.98)	(125,002.00)
10. Advanced Charges - TRF Emergency Generator	(337,500.00)	(287,498.00)
10a. 3AC Collected Funds - TRF Emergency Generator	(313,374.06)	-
11. Advanced Funding - Community Power Resiliency	(215,000.00)	-
12. Advanced Charges - Assist. Spillway Seismic Grant	(12,499.98)	-
<i>Subtotal</i>	(4,699,829.87)	(2,204,079.57)
RESTRICTED FUNDS - OTHER		
12. 1% Tax Credit to Muni's	-	(59,076.16)
13. DWR Reserve for SRF Payment	(166,547.15)	(166,510.92)
14. DWR Reserve for SRF Loan	(547,336.94)	(547,336.94)
15. Pension Trust Reserves	(1,044,373.66)	(908,493.72)
16. ReMat Deposit	(27,000.00)	(27,000.00)
17. HB Retail Capital Replacement Reserves	(102,019.61)	(73,761.66)
<i>Subtotal</i>	(1,887,277.36)	(1,782,179.40)
UNRESTRICTED FUNDS		
BOARD RESTRICTED		
18. MSRA Reserves	(444,139.37)	(442,323.61)
19. DWFP Reserves	(240,712.64)	(240,654.99)
20. ReMat Reserves	(853,707.08)	(656,710.52)
21. Paik-Nicely Development	(4,158.00)	(4,158.00)
22. Principle Investment Reserves	(38,506.74)	(25,952.40)
22a. Northern Mainline Extension Study Prepayment	(3,464.73)	-
<i>Subtotal</i>	(1,584,688.56)	(1,369,799.52)
UNRESTRICTED RESERVES		
23. Accumulation for SRF Payment	(7,193.32)	(369,979.59)
24. Accumulation for Ranney/Techite Payment	43,899.92	7,431.62
25. General Fund Reserves	(2,406,254.18)	(3,515,284.23)
<i>Subtotal</i>	(2,369,547.58)	(3,872,199.76)
TOTAL NET POSITION	(10,541,343.37)	(9,228,258.25)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 REVENUE REPORT
 December 31, 2021

50%
 Of Budget Year



A. REVENUE RETURNED TO CUSTOMERS VIA PF2

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
1. Humboldt Bay Retail Water Revenue	29,176	157,877	157,201	375,000	42%
General Revenue					
Interest	0	0	0	0	0%
FCSD Contract (Maint. & Operations)	26,513	139,368	116,447	225,000	62%
Power Sales (Net ReMat)	26,416	51,433	32,915	125,000	41%
Tax Receipts (1% Taxes)	0	0	0	875,000	0%
2. Miscellaneous Revenue*	6,554	98,307	36,899	50,000	197%
<i>*Detail on following page</i>					
TOTAL PF2 REVENUE CREDITS	88,659	446,985	343,462	1,650,000	27%

B. DISTRICT REVENUE

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
3. Industrial Water Revenue					
Harbor District	0	207	293	0	0
<i>Subtotal Industrial Water Revenue</i>	0	207	293	0	0
4. Municipal Water Revenue					
City of Arcata	116,250	692,845	633,874	1,457,266	48%
City of Blue Lake	15,402	93,127	88,676	190,603	49%
City of Eureka	269,486	1,610,870	1,496,411	3,368,178	48%
Fieldbrook CSD	14,886	90,033	83,159	185,228	49%
Humboldt CSD	83,090	508,470	489,257	1,061,800	48%
Manila CSD	6,511	38,618	35,548	79,725	48%
McKinleyville CSD	94,322	564,719	517,483	1,188,443	48%
<i>Subtotal Municipal Water Revenue</i>	599,949	3,598,682	3,344,409	7,531,243	48%
TOTAL INDUSTRIAL & WHOLESALE REVENUE	599,949	3,598,888	3,344,702	7,531,243	48%
5. Power Sales					
Power Sales (ReMat Revenue)	59,506	112,883	68,647	300,000	38%
Interest (ReMat Revenue)	0	0	5,620	0	
TOTAL REMAT REVENUE	59,506	112,883	74,267	300,000	38%
6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	4,300	22,954	22,655		
FCSD Contract (Admin & Overhead)	6,014	50,117	58,322		
FEMA/CalOES Grant Revenue	166,215	203,251	177,908		
SWRCB In-Stream Flow Grant Revenue	0	13,103	44,742		
Quagga Grant (Pass-Through)	0	3,700	0		
August Complex Fire Recovery	9,139	53,326	0		
Interest - Muni PF2 Retained	4	666	24,230		
Net Increase/(Decrease) Investment Accounts	(19,472)	(10,836)	102,076		
TOTAL OTHER/GRANT REVENUE	166,199	336,282	429,933		
GRAND TOTAL REVENUE	914,312	4,495,037	4,192,364	9,481,243	47%



HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MISCELLANEOUS REVENUE - DETAIL REPORT
 December 31, 2021

B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)

	MTD RECEIPTS	YTD RECEIPTS
<u>Miscellaneous Revenue</u>		
Dividend - Principal Life	342	678
Fees - Park Use	-	50
Rebate - CALCard	202	437
Refund - Diesel Fuel Tax	-	-
Refunds - Miscellaneous	-	-
Reimb - Blue Lake SCADA/Internet Monthly Fees	51	255
Reimb. - Copies & Postage	3	46
Reimb. - Gas	-	-
Reimb. - Telephone	-	3.23
UB - Water Processing Fees	-	150
UB - Hydrant Rental Deposit/Use	746	11,233
Sale of Scrap Metal/Equipment	4,435	4,512
Retirees' Health Ins./COBRA Reimb.	776	22,126
	-	-
<u>Ruth Area</u>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	-	1,130
August Complex Wildfire FEMA Reimbursement	-	57,687
TOTAL MISCELLANEOUS REVENUE	6,554	98,307

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 ALL - MONTHLY EXPENDITURE REPORT - PAGE 1 OF 3
 December 31, 2021



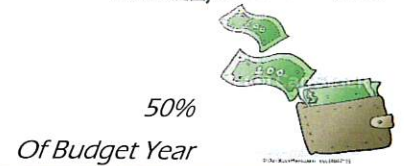
50%
Of Budget Year

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

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Compensation					
1. Wages - Regular	183,993.07	1,100,309.16	989,407.75	2,345,318	53%
1a. COVID Essential Service Pay*	(8,914.20)	(45,991.96)	-	(83,700)	55%
2. Wages - Sick	6,152.13	36,413.61	24,193.05		
3. Wages - Vacation	13,995.74	95,937.93	81,531.81		
<i>Subtotal</i>	195,226.74	1,186,668.74	1,095,132.61	2,261,618	52%
4. Wages - Overtime	986.99	5,129.66	17,025.53	15,000	
5. Wages - Holiday (Worked)	1,695.36	4,484.12	4,288.25	15,000	
<i>Subtotal</i>	2,682.35	9,613.78	21,313.78	30,000	32%
6. Wages - Part-Time	1,137.30	7,303.09	18,702.13	97,557	7%
7. Wages - Shift Differential	834.33	5,173.45	5,339.68	11,000	47%
8. Wages - Standby	7,133.89	42,521.61	40,086.06	81,000	52%
9. Director Compensation	2,240.00	12,160.00	11,200.00	26,000	47%
10. Secretarial Fees	262.50	1,575.00	1,575.00	3,200	49%
11. Payroll Tax Expenses	15,374.47	97,824.56	89,678.93	198,150	49%
11a. COVID Ess. P/R Tax*	(681.94)	(3,518.38)	-	(7,100)	50%
<i>Subtotal</i>	26,300.55	163,039.33	166,581.80	409,807	40%
Employee Benefits					
12. Health, Life, & LTD Ins.	52,955.45	338,646.47	326,520.53	720,570	47%
13. Air Medical Insurance	65.00	2,019.00	1,755.00	2,210	91%
14. Retiree Medical Insurance	8,059.02	64,019.51	73,907.17	92,323	69%
15. Employee Dental Insurance	2,769.44	16,979.35	16,285.08	40,839	42%
16. Employee Vision Insurance	593.92	3,616.93	3,591.11	7,572	48%
17. Employee EAP	76.16	463.83	498.91	1,116	42%
18. 457b District Contribution	2,650.00	15,975.00	15,100.00	30,600	52%
19. CalPERS Expenses	26,788.43	411,801.33	362,023.15	581,759	71%
20. Workers Comp Insurance	-	49,808.17	42,526.70	109,557	45%
<i>Subtotal</i>	93,957.42	903,329.59	842,207.65	1,586,546	57%
TOTAL S.E.B	318,167.06	2,262,651.44	2,125,235.84	4,287,971	53%

*As approved by the Board of Directors on March 11, 2021, COVID Essential Service Pay Increase is funded via District reserves.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3
 December 31, 2021



SERVICE & SUPPLY EXPENDITURES (S & S)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Operations & Maintenance					
1. Auto Maintenance	5,939.46	28,397.32	17,919.85	39,700	72%
2. Engineering	1,465.00	17,821.25	12,337.85	75,000	24%
3. Lab Expenses	1,090.00	5,373.00	8,512.00	13,000	41%
4. Maintenance & Repairs					
General	549.16	14,638.36	9,724.87	47,000	31%
TRF	1,562.02	8,791.70	3,668.25	17,000	52%
<i>Subtotal</i>	<i>2,111.18</i>	<i>23,430.06</i>	<i>13,393.12</i>	<i>64,000</i>	<i>37%</i>
5. Materials & Supplies					
General	2,002.28	28,214.53	20,750.05	42,000	67%
TRF	5,185.71	18,928.69	6,634.78	35,000	54%
<i>Subtotal</i>	<i>7,187.99</i>	<i>47,143.22</i>	<i>27,384.83</i>	<i>77,000</i>	<i>61%</i>
6. Radio Maintenance	1,253.10	4,022.60	3,241.91	8,500	47%
7. Ruth Lake License	-	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	2,230.46	10,903.20	9,720.98	22,000	50%
TRF	-	377.98	675.55	2,000	19%
<i>Subtotal</i>	<i>2,230.46</i>	<i>11,281.18</i>	<i>10,396.53</i>	<i>24,000</i>	<i>47%</i>
9. Tools & Equipment	165.46	2,328.65	2,288.42	5,000	47%
10. USGS Meter Station	-	-	-	8,500	0%
<i>Operations Subtotal</i>	<i>21,442.65</i>	<i>141,297.28</i>	<i>96,974.51</i>	<i>316,200</i>	<i>45%</i>

General & Administration

11. Accounting Services	4,575.00	14,667.50	1,800.00	18,000	81%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	742.00	36,776.98	30,589.50	33,000	111%
14. General Manager Training	99.00	487.52	-	3,000	16%
15. IT & Software Maintenance	1,761.61	12,809.77	13,111.49	31,000	41%
16. Insurance	-	85,684.62	86,792.90	111,000	77%
17. Internet	1,096.94	5,900.28	4,946.17	10,000	59%
18. Legal Services	248.00	8,723.00	19,925.50	35,000	25%
19. Miscellaneous	188.00	1,717.74	2,321.14	11,500	15%
20. Office Building Maint.	1,533.88	7,494.73	8,973.76	16,000	47%
21. Office Expense	2,906.23	17,934.57	23,861.05	40,500	44%
22. Professional Services	-	4,246.00	3,165.72	20,000	21%
23. Property Tax	-	2,006.00	945.00	1,000	201%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3
December 31, 2021



SERVICE & SUPPLY EXPENDITURES (con't)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
24. Regulatory Agency Fees	14,406.80	93,165.12	75,892.89	179,500	52%
25. Ruth Lake Programs	-	-	-	5,000	0%
26. Safety Apparel	-	(31.00)	2,925.68	3,000	-1%
27. Technical Training	-	1,529.36	524.00	14,500	11%
28. Telephone	3,921.96	18,588.34	20,632.78	40,000	46%
29. Travel & Conference	-	1,485.40	(344.00)	25,000	6%
<i>Gen. & Admin. Subtotal</i>	<i>31,479.42</i>	<i>313,185.93</i>	<i>296,063.58</i>	<i>597,000</i>	<i>52%</i>

Power

30. Essex - PG & E	54,645.71	420,288.43	311,895.56		
31. 2Mw Generator Fuel	-	2,274.57	3,358.48		
<i>Subtotal Essex Pumping</i>	<i>54,645.71</i>	<i>422,563.00</i>	<i>315,254.04</i>		
32. All other PG & E	9,889.80	42,267.52	97,434.62		
<i>Subtotal All Power</i>	<i>64,535.51</i>	<i>464,830.52</i>	<i>412,688.66</i>	<i>787,500</i>	<i>59%</i>

Total Service and Supplies incl.

Power	117,457.58	919,313.73	805,726.75	1,700,700	54%
--------------	-------------------	-------------------	-------------------	------------------	------------

PROJECTS, FIXED ASSETS & CONSULTING SERVICES

	Month-to-Date	Year-to-Date	Budget	% of Budget
	1,277,422.00	2,082,332.00	14,298,086	15%

GRAND TOTAL EXPENSES	1,713,046.64	5,264,297.17	2,930,962.59	20,286,757	26%
-----------------------------	---------------------	---------------------	---------------------	-------------------	------------

33. Debt Service - SRF Loan	273,668.58	273,668.58	273,668.58	547,337	50%
34. Debt Service - US Bank	-	81,399.90	81,399.90	81,100	100%

TOTAL EXPENSES WITH DEBT SERVICE

	1,988,576.46	5,626,013.05	3,286,031.07	20,915,194	
--	--------------	--------------	--------------	------------	--

OTHER EXPENSES

35. ReMat Consultant Exp.	1,861.24	6,647.40	6,560.34		
36. Capital Replacement Exp.	-	-	157.88		

HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROJECT PROGRESS REPORT

December 31, 2021

SECTION 10.2a PAGE NO. 8

50% Of Budget Year



A. CAPITAL PROJECTS

	MTD	YTD		% OF
ACTIVE GRANT FUNDED CAPITAL PROJECTS	EXPENSES	TOTAL	BUDGET	BUDGET
1 Grant - 12kV Switchgear Relocation <i>(\$3M - FEMA, Approved)</i>	1,214,352	1,526,974	2,533,041	60%
2 Grant - Collector 2 Rehabilitation <i>(\$1.6M - NCRP Prop 1, Approved)</i>	4,154	59,014	1,487,835	4%
3 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA, Phase 1 Approved)</i>	0	66,887	3,424,817	2%
4 Grant - Community Power Resiliency <i>(\$215k CalOES, Approved)</i>	0	0	215,000	0%
5 Grant - Collector Mainline Redundancy Pipeline <i>(Treatment/Base Facility Project, \$3.1M - FEMA, In Process)</i>	0	12,071	0	0
6 Grant - TRF Generator <i>(Treatment Facility Project, \$1.9M - FEMA, In Process)</i>	2,158	2,158	0	0
NON-GRANT FUNDED CAPITAL PROJECTS				
7 On-Site Generation of Chlorine <i>(\$850k - FY22, Treatment Facility Project)</i>	0	0	850,000	0%
8 Prof. Services for New Capital Debt	0	0	81,100	0%
9 Power and Fiber Optic Link to Collector 2, Phase 2	0	0	44,000	0%
10 Line Shed #8	0	0	61,750	0%
11 TRF Filter Building, Mezzanine EOC <i>(Treatment Facility Project)</i>	2,965	9,651	10,750	90%
12 TRF Line Shed 5 Ramp and Concrete Work <i>(Treatment Facility Project)</i>	728	1,144	2,000	57%
13 Solar at Eureka Main Office	0	0	30,000	0%
14 CalFire Fuel Reduction Contract	0	16	50,000	0%
TOTAL CAPITAL PROJECTS	1,224,356	1,677,915	8,790,293	19%

B. EQUIPMENT AND FIXED ASSET PROJECTS

	MTD	YTD		% OF
	EXPENSES	TOTAL	BUDGET	BUDGET
15 FY22 Replace ESSEX Administrative Computers	0	2,236	6,300	35%
16 Replace 1 of 3 Essex Admin Servers	0	0	11,000	0%
17 Collector Lube Oil Detection System	0	70	8,250	1%
18 Replace Unit 9	0	0	82,000	0%
19 Hydraulic Oil Filtering Cart	0	129	3,750	3%
20 Tools and Storage For Elec/Maint Shops & Trucks	1,436	3,451	5,000	69%
21 Backflow Test Kit	1,340	1,340	1,500	89%
22 Unit 5 Truck Upgrades	315	578	2,250	26%
23 Portable Chlorination Dosing Skid	0	0	11,750	0%
24 Drum Handling Equipment <i>(Treatment Facility Project)</i>	0	0	2,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
PROJECT PROGRESS REPORT - PAGE 2 OF 5
December 31, 2021

50% Of Budget Year



B. EQUIPMENT AND FIXED ASSET PROJECTS (con't)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
25 TRF Chemical Building PLC Module Expansion <i>(Treatment Facility Project)</i>	0	0	3,250	0%
26 Replace Alum Pumps <i>(Treatment Facility Project)</i>	0	0	17,250	0%
27 FY22 Replace EUREKA Administrative Computers	0	0	3,500	0%
28 Replace Ruth HQ UV Water Treatment System	0	0	2,500	0%
29 Purchase Portable Radios for Ruth	2,098	2,098	2,250	93%
30 Penstock Ventilation System	0	0	4,250	0%
31 Utility Work, Inspection and Response Boat	0	41,024	81,750	50%
31A Collector 2-4 Power Feed Replacement	0	30,479	50,000	61%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	5,189	81,405	248,550	33%

C. MAINTENANCE PROJECTS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
32 FY22 Pipeline Maintenance	1,162	1,477	14,000	11%
33 FY22 12kV Electric System Maintenance	0	0	4,200	0%
34 FY22 Main Line Meter Flow Calibration	0	0	14,000	0%
35 FY22 Technical Support & Software Updates	500	17,947	29,000	62%
36 FY22 Generator Services	0	1,722	3,500	49%
37 FT22 Hazard & Diseased Tree Removal	0	0	8,000	0%
38 FY22 Cathodic Protection	0	0	6,500	0%
39 FY22 Maintenance Emergency Repairs	0	10,254	50,000	21%
40 FY22 Fleet Paint Repairs	0	0	5,000	0%
41 Partical Counter Calibration	0	2,194	1,250	176%
42 Replace Collector 4 Cable	0	0	8,250	0%
43 Cyber Assessment	0	0	19,250	0%
44 Power Pole/Line Inspection/Maintenance	0	0	17,500	0%
45 Collector MCC Breaker & Door Switch Replacement	0	0	73,000	0%
46 Upgrade Microsoft Office - Essex	0	72	1,250	6%
47 Security Fencing Replacement - Essex & Samoa BPS	0	0	93,000	0%
48 Lighting Upgrades for Shop/Collectors/Line Sheds	0	227	9,750	2%
49 Collector 1 Interior Painting	0	0	41,750	0%
50 FY22 TRF Generator Service <i>(Treatment Facility Project)</i>	0	88	500	18%
51 FY22 TRF Limitorque Valve Retrofit Supplies <i>(Treatment Facility Project)</i>	0	0	14,500	0%
52 Replace One WWR Pump P551 VFD <i>(Treatment Facility Project)</i>	0	0	5,750	0%
53 TRF Sludge Bed Gutter Replacement <i>(Treatment Facility Project)</i>	0	0	10,000	0%
54 TRF Process Pumps <i>(Treatment Facility Project)</i>	721	2,039	3,000	68%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
PROJECT PROGRESS REPORT - PAGE 3 OF 5
December 31, 2021

50% Of Budget Year

**C. MAINTENANCE PROJECTS (con't)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
55 TRF Instrumentation Replacement <i>(Treatment Facility Project)</i>	0	6,029	15,750	38%
56 TRF Valve Network Upgrade (Phase 1 of 5) <i>(Treatment Facility Project)</i>	0	0	15,750	0%
57 FY22 Brush Abatement Ruth Hydro	0	0	6,500	0%
58 FY22 Howell Bunger Valve Inspection	0	0	1,000	0%
59 FY22 LTO Insurance	0	0	5,000	0%
60 FY22 Log Boom Inspection	0	651	1,500	43%
61 FY22 Spillway Repairs	0	5,257	15,000	35%
62 Ruth Logboom Interconnection Plates	0	0	16,500	0%
63 Woody Debris Removal	0	0	30,000	0%
64 Lease Lots Surveys	0	0	25,000	0%
64A TRF Sump Pump Project	0	6,507	7,000	93%
65 FEMA - Fire Disaster Recovery	237	2,554	0	0
66 Grant - FEMA - COVID-19 Pandemic	138	503	0	0
TOTAL MAINTENANCE PROJECTS	2,758	57,521	571,950	10%

D. PROFESSIONAL & CONSULTING SERVICES

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
67 FY22 Crane Testing/Certification	10,000	10,000	10,000	100%
68 FY22 Chlorine System Maintenance	5,776	6,925	16,750	41%
69 FY22 Backflow Tester Training	0	350	3,000	12%
70 FY22 Hydro Plant Annual Electrical and Maintenance	0	0	4,000	0%
71 CAISO Meter Inspection Calibration	0	0	4,000	0%
72 FY22 Crane Operator Re-Certification	0	7	21,250	0%
73 ATS Pro-IT Support	2,860	7,590	23,500	32%
74 Essex Mad River Cross-Sectional Survey	0	12,077	12,000	101%
75 FY22 Technical Training	0	0	23,250	0%
76 FY22 O & M Training	0	0	20,000	0%
77 Public Education Funds	0	0	5,000	0%
78 Water Quality Monitoring Plan	0	373	30,000	1%
79 GIS / FIS Ruth Area, Including Internship	0	0	5,000	0%
80 Collector Arc Flash Study Update/Breaker Test	0	0	20,000	0%
81 CalFire Forest Health Grant	0	0	20,000	0%
82 FY22 Mad River Regulatory Compliance Assistance	0	0	50,000	0%
83 Annual Section 115 Pension Trust Contribution	0	50,000	50,000	100%
84 Grant Applications Assistance	0	0	20,000	0%
85 Inundation Mapping	0	0	50,000	0%
86 Collector 4 Restoration	0	0	5,000	0%



D. PROFESSIONAL & CONSULTING SERVICES (CONT)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
87 FERC Part 12 - Independent Consultant & Engineer	5,494	63,208	110,000	57%
88 FERC Dam Safety Surveillance and Monitoring Report	0	223	5,000	4%
89 FERC Chief Dam Safety Engineer	0	307	12,000	3%
90 Dam Spillway Wall Monument Survey	15,400	15,400	16,000	96%
91 Spillway Repair, Dam Inspection & Reporting Assist	0	4,982	5,000	100%
92 Assessments of Spillway Drains/Floor/Flip Bucket	0	0	120,000	0%
TOTAL PROF/CONSULTING SERVICES	39,530	171,441	660,750	26%

E. INDUSTRIAL SYSTEM PROJECTS

93 Maintain Water Supply to Industrial Pump Station 6	0	0	13,250	0%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%

F. CARRY-OVER PROJECTS FROM PRIOR YEAR

94 Collector 5 Security & Anti-Vandalism Measures	0	0	7,500	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%

G. PROJECTS NOT CURRENTLY CHARGED TO MUNICIPAL CUSTOMERS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
95 Streambed Flow Enhancement Grant <i>(DWR Grant)</i>	1,547	7,406	449,902	2%
96 Refurbish PS-6 (Phase 1) <i>(EDA Grant & Reserves)</i>	0	0	3,500,000	0%
97 I/W System Evaluation Memo <i>(Reserves)</i>	0	0	26,000	0%
98 PS6 Gravel Bar Work <i>(Reserves)</i>	0	0	76,100	0%
99 Industrial System Assistance <i>(Reserves)</i>	0	0	10,000	0%
100 I/W Reservoir Overflow Dissipator Maint/Hardening <i>(Reserves)</i>	0	0	9,500	0%
101 Clean-Out Industrial Water Tank <i>(Reserves)</i>	0	0	25,000	0%
102 Domestic Water for Nordic <i>(Reserves/Nordic)</i>	0	278	5,000	6%
103 Industrial and Domestic System Intertie <i>(Reserves)</i>	0	0	32,000	0%
TOTAL NOT CHARGED TO CUSTOMERS	1,547	7,684	4,133,502	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
PROJECT PROGRESS REPORT - PAGE 5 OF 5
December 31, 2021

50% Of Budget Year

**H. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED - FY22**

	MTD	YTD	BUDGET	% BUDGET
104 Grant - Collector Mainline Redundancy Pipeline <i>(Treatment/Base Facility Project, \$3.1M - FEMA, In Process)</i>	3,333	20,000	40,000	50%
105 Cathodic Protection Project <i>((\$405k, FY22)</i>	2,083	12,500	25,000	50%
106 On-Site Generation of Chlorine <i>(\$850k - FY22, Treatment Facility Project)</i>	4,484	26,904	53,807	50%
107 Grant - TRF Generator <i>(Treatment Facility Project, \$1.9M - FEMA, In Process)</i>	6,250	37,500	75,000	50%
108 Grant - Adv. Assistance Spillway Seismic <i>(\$1.9M - FEMA, In Process)</i>	2,083	12,500	25,000	50%
109 Ranney Collector 3/Techite Debit Service Funds	7,373	44,236	81,100	55%
TOTAL ADVANCED CHARGES COLLECTED - FY21	25,607	153,640	299,907	51%

PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS*	5,851	25,039	279,600	9%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	5,189	81,405	248,550	33%
TOTAL MAINTENANCE PROJECTS	2,758	57,521	571,950	10%
TOTAL PROF/CONSULTING SERVICES	39,530	171,441	660,750	26%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%
TOTAL ADVANCED CHARGES/DEBIT SERVICE - FY21	25,607	153,640	299,907	51%
TOTAL CUSTOMER CHARGES	\$78,934	\$489,045	\$2,081,507	23%

*EXCLUDES ON-SITE GENERATION OF CHLORINE

NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	1,218,506	1,652,875	7,660,693	22%
TOTAL NON-CUSTOMER CHARGES	1,547	7,684	4,133,502	0%
TOTAL USE OF ENCUMBERED FUNDS	4,042	86,367	429,384	20%
TOTAL NON-CUSTOMER CHARGES	\$1,224,095	\$1,746,926	\$12,223,579	14%
GRAND TOTAL PROJECT BUDGET ACTIVITY	\$1,303,028	\$2,235,972	\$14,305,086	16%

PAGE F-12



HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 ENCUMBERED FUNDS RECONCILIATION REPORT
 December 31, 2021

	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	AMOUNT REMAINING
A. CAPITAL PROJECTS				
1 Tesla Battery Project - ESSEX	0	0	5,000	5,000
2 Tesla Battery Project - TRF	2,116	12,760	12,500	(260)
3 Replacement Server Rack - Eureka Office	0	2,391	5,500	3,109
4 Fiber Optic Link - Collector 2 (Phase 1)	0	0	28,500	28,500
5 Techite Intertie Location Abandonment	0	0	5,000	5,000
6 Headquarters Remodel	55	5,610	120,000	114,390
B. EQUIPMENT & FIXED ASSET PROJECTS				
7 Transformer at Hydro Plant	0	0	100,000	100,000
8 Headquarters & Bunkhouse Generator	0	931	1,500	569
9 Curbing on Mad River Road	0	0	5,600	5,600
10 18,000 Lb. Excavator	0	1,259	1,500	241
11 Tractor	0	0	600	600
12 Front Office Doors	0	4,910	6,000	1,090
C. MAINTENANCE PROJECTS				
13 FY21 Cathodic Protection	0	0	6,500	6,500
14 Surge Tank Refurbishments	0	860	1,000	140
15 FY21 TRF Limitorque Valve Retrofit Supplies	0	13,434	13,300	(134)
16 FY21 Chemical Pump Spare Parts Inventory	0	805	5,250	4,445
17 Hydro Plant Annual Elect. & Maintenance Inspection	0	0	2,050	2,050
18 FY21 Chlorine System Maintenance	0	2,217	2,800	583
D. PROFESSIONAL & CONSULTING SERVICES				
19 404 Permit Assistance	0	0	30,000	30,000
20 FY21 Hazard/Diseased Tree Removal	0	700	700	0
21 FY21 Essex Mad River Cross-Sectional Survey	0	0	1,075	1,075
22 FERC Part 12 - Plunge Pool Underwater Inspection	0	8,300	8,300	0
23 FERC Part 12 - Ind. Consultant Insp. (FY22)	1,871	12,700	12,700	(0)
24 FERC - Dam Safety Engineer	0	3,258	2,000	(1,258)
25 Col. 2 Underground 12Kv Power/Fiber Optic	0	3,886	8,680	4,794
26 Spillway Inundation Map	0	0	20,000	20,000
E. FY20 SERVICE & SUPPLY BUDGET				
27 AUTO EXPENSE/MAINTENANCE	0	7628	7,628	0
28 MAINTENANCE & REPAIRS	0	218	6,684	6,466
29 MATERIALS & SUPPLIES	0	4500	5,000	500
30 TOOLS & EQUIPMENT	0	0	1,036	1,036
31 PROFESSIONAL SERVICES	0	0	2,981	2,981
ENCUMBERED FUNDS TOTAL	4,042	86,367	429,384	343,017

Humboldt Bay Municipal Water District

--Monthly Overtime Report--
 Pay period dates: 12/1/2021 - 12/31/2021

Page: 1
 Dec 30, 2021 04:13PM

Position Title	2-01 Overtime Emp Hrs	2-01 Overtime Emp Amt	2-02 Doubletime Emp Hrs	2-02 Doubletime Emp Amt
Actg/HR Spec	1.00	\$76	.00	\$0
Total ADMIN:	1.00	\$76	.00	\$0
Maint Worker	.50	\$15	.00	\$0
Elec & Ins Tech	1.50	\$81	.00	\$0
Total ESSEX:	2.00	\$96	.00	\$0
Hydro Oper Ruth	5.50	\$324	.00	\$0
Total RUTH:	5.50	\$324	.00	\$0
Grand Totals:	8.50	\$496	.00	\$0

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 1
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
101 NETLINK			
101 NETLINK	12/01/2021	<i>Ruth Data Link/Internet</i>	180.00
Total 101 NETLINK:			180.00
AC3			
AC3	12/09/2021	<i>Crane Testing/Certification</i>	10,000.00
Total AC3:			10,000.00
Accurate Testing Services			
Accurate Testing Services	12/13/2021	<i>Pre-Employment Exam</i>	120.00
Total Accurate Testing Services:			120.00
ACWA/JPIA			
ACWA/JPIA	12/20/2021	<i>RETIREE MEDICAL</i>	7,975.26
ACWA/JPIA	12/20/2021	<i>COBRA Dental</i>	65.20
ACWA/JPIA	12/20/2021	<i>COBRA Vision</i>	18.56
Total ACWA/JPIA:			8,059.02
Advanced Security Systems			
Advanced Security Systems	12/03/2021	<i>Eureka Office Alarm System Maintenance</i>	342.00
Total Advanced Security Systems:			342.00
AGM Electronics			
AGM Electronics	12/29/2021	<i>Repair Wicket Gate Signal</i>	581.58
Total AGM Electronics:			581.58
AirGas NCN			
AirGas NCN	12/15/2021	<i>safety Supplies</i>	307.14
Total AirGas NCN:			307.14
Asbury Environmental Services			
Asbury Environmental Services	12/29/2021	<i>dispose of waste oil</i>	95.00
Total Asbury Environmental Services:			95.00
AT & T			
AT & T	12/20/2021	<i>Eureka/Essex Land Line</i>	35.37
AT & T	12/20/2021	<i>Arcata/Essex Land Line</i>	35.37
AT & T	12/20/2021	<i>Samoa/Essex Land Line</i>	237.17
AT & T	12/20/2021	<i>Eureka office/modem</i>	206.16
AT & T	12/20/2021	<i>Eureka Office Alarm Line</i>	201.73
AT & T	12/20/2021	<i>Samoa Booster Pump Station</i>	204.29
AT & T	12/20/2021	<i>Valve Building - Samoa</i>	206.16
AT & T	12/20/2021	<i>Eureka Office</i>	812.61
AT & T	12/20/2021	<i>TRF</i>	201.88
AT & T	12/20/2021	<i>Ruth Hydro Data Line</i>	201.72
AT & T	12/20/2021	<i>Essex office/Modem/Essex Alarm System</i>	201.72
AT & T	12/13/2021	<i>SIMS Service</i>	318.77

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 2
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total AT & T:			2,862.95
AT&T Long Distance			
AT&T Long Distance	12/07/2021	Eureka Office Long Distance	88.82
AT&T Long Distance	12/13/2021	Valve Building-Samoa Long Distance	120.37
AT&T Long Distance	12/13/2021	Essex Office Long Distance	21.66
AT&T Long Distance	12/13/2021	Eureka Office Long Distance	7.23
AT&T Long Distance	12/13/2021	TRF Long Distance	27.21
AT&T Long Distance	12/13/2021	Ruth Hydro/Dataline Long Distance	60.73
Total AT&T Long Distance:			326.02
ATS Communications			
ATS Communications	12/16/2021	Essex Control and Admin Computers Support	1,430.00
ATS Communications	12/29/2021	Essex Control and Admin Computers Support	1,430.00
Total ATS Communications:			2,860.00
Ben Boak			
Ben Boak	12/15/2021	Ruth Area Fire Disaster Recovery-Boat Rental	175.00
Total Ben Boak:			175.00
BPS Supply Group			
BPS Supply Group	12/15/2021	Collector 2 Rehabilitation - Grant	103.87
Total BPS Supply Group:			103.87
California Heating			
California Heating	12/09/2021	Essex Customer Service Office Building Maintenance	89.00
Total California Heating:			89.00
Carl Johnson Company			
Carl Johnson Company	12/29/2021	Ruth HQ remodel	16.33
Carl Johnson Company	12/29/2021	Ruth HQ remodel	38.23
Total Carl Johnson Company:			54.56
City of Eureka			
City of Eureka	12/07/2021	Eureka office water/sewer	89.53
Total City of Eureka:			89.53
Coastal Business Systems Inc.			
Coastal Business Systems Inc.	12/07/2021	Essex copy/fax machine	244.83
Coastal Business Systems Inc.	12/07/2021	Eureka office copy and fax machine	685.80
Total Coastal Business Systems Inc.:			930.63
CRWA			
CRWA	12/29/2021	Annual Member Ship dues 2022	572.00
Total CRWA:			572.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 3
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Cummins Pacific LLC			
Cummins Pacific LLC	12/29/2021	Unit 5 Truck and Crane Service	127.47
Total Cummins Pacific LLC:			127.47
Dave Perkins			
Dave Perkins	12/01/2021	auto mileage reimbursement	130.37
Total Dave Perkins:			130.37
Eureka Oxygen			
Eureka Oxygen	12/09/2021	cylinder rental	117.40
Total Eureka Oxygen:			117.40
Eureka Readymix			
Eureka Readymix	12/15/2021	Fieldbrook-Glendale CSD Leak Repair	24.80
Eureka Readymix	12/15/2021	TRF Line Shed 5 Ramp and Concrete Work	727.68
Total Eureka Readymix:			752.48
Fastenal Company			
Fastenal Company	12/29/2021	Samoa Pacific 6" Meter upgrade	127.93
Fastenal Company	12/29/2021	Samoa Pacific 6" Meter upgrade	92.17
Fastenal Company	12/29/2021	maintenance shop saw supplies	85.34
Total Fastenal Company:			305.44
Financial Credit Network			
Financial Credit Network	12/13/2021	Collection Fee - Eric Ernsberg	8.84
Total Financial Credit Network:			8.84
Found.Cross-Connection			
Found.Cross-Connection	12/29/2021	Backflow Prevention Annual Membership - Humboldt Bay Retail	31.20
Found.Cross-Connection	12/29/2021	Backflow prevention Annual Membership - Fieldbrook-Glendale	88.80
Total Found.Cross-Connection:			120.00
Frontier Communications			
Frontier Communications	12/29/2021	Ruth HQ Phone	55.82
Frontier Communications	12/29/2021	Ruth Hydro/Ruth Dataline	181.44
Total Frontier Communications:			237.26
GEI Consultants, Inc			
GEI Consultants, Inc	12/29/2021	Ruth Hydro FERC Part 12 Inspection	6,060.00
GEI Consultants, Inc	12/29/2021	Ruth Hydro FERC Part 12 Inspection	1,304.75
Total GEI Consultants, Inc:			7,364.75
GHD			
GHD	12/29/2021	Collector 2 Rehabilitation - Grant	4,049.63
GHD	12/29/2021	General Engineering - Pipeline Right of Way	896.25
GHD	12/29/2021	General Engineering - Eureka	568.75

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 4
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total GHD:			5,514.63
H.T. Harvey & Associates			
H.T. Harvey & Associates	12/07/2021	Assistance with Streambed Flow Enhancement - Grant	1,105.00
H.T. Harvey & Associates	12/29/2021	Assistance with Streambed Flow Enhancement - Grant	442.00
Total H.T. Harvey & Associates:			1,547.00
Hach Company			
Hach Company	12/03/2021	Collector rapid mix maintenance	65.92
Hach Company	12/29/2021	TRF Turbidimeter	236.10
Hach Company	12/29/2021	TRF Turbidimeter	4,949.61
Total Hach Company:			5,251.63
Harper Motors			
Harper Motors	12/15/2021	Unit 8 repair	2,173.83
Total Harper Motors:			2,173.83
Health Equity Inc			
Health Equity Inc	12/20/2021	District HSA Contributions- 1 employee	208.33
Health Equity Inc	12/06/2021	HSA Admin Fee - 3 employees	8.85
Health Equity Inc	12/06/2021	HSA Admin Fee 8 employees	23.60
Total Health Equity Inc:			240.78
Henwood Associates, Inc			
Henwood Associates, Inc	12/03/2021	Consultant Services Agreement- October 2021	930.62
Total Henwood Associates, Inc:			930.62
Humboldt Area Chapter CSDA			
Humboldt Area Chapter CSDA	12/29/2021	2022 Chapter Dues	50.00
Total Humboldt Area Chapter CSDA:			50.00
Humboldt County Treasurer			
Humboldt County Treasurer	12/29/2021	Fund No 3876 Account 800870	45,611.43
Total Humboldt County Treasurer:			45,611.43
Humboldt Fasteners			
Humboldt Fasteners	12/29/2021	Ruth HQ Ladder	165.46
Humboldt Fasteners	12/29/2021	Ruth Hydro Ladder	165.47
Total Humboldt Fasteners:			330.93
Humboldt Redwood Company, LLC			
Humboldt Redwood Company, LLC	12/07/2021	Mt Pierce Lease site	296.40
Total Humboldt Redwood Company, LLC:			296.40
Hummel Tire & Wheel			
Hummel Tire & Wheel	12/29/2021	Unit 7 tires	829.21

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 5
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total Hummel Tire & Wheel:			829.21
Industry Uptime, Inc			
Industry Uptime, Inc	12/29/2021	TRF Process Pumps - repair kit	720.84
Total Industry Uptime, Inc:			720.84
Johnson's Mobile Rentals LLC			
Johnson's Mobile Rentals LLC	12/15/2021	Temporary Fencing TRF Tesla Battery Bank Project	116.37
Johnson's Mobile Rentals LLC	12/15/2021	Temporary Fencing - Eureka Office Sewer Line Upgrade	58.36
Total Johnson's Mobile Rentals LLC:			174.73
JTN Energy, LLC			
JTN Energy, LLC	12/03/2021	Consultant Services Agreement - October 2021	930.62
Total JTN Energy, LLC:			930.62
Keenan Supply			
Keenan Supply	12/29/2021	Samoa Pacific 6" Meter Upgrade	68.65
Total Keenan Supply:			68.65
Kernen Construction			
Kernen Construction	12/15/2021	Ruth Hydro Road Repair	182.98
Kernen Construction	12/29/2021	Fieldbrook-Glendale CSD Leak Repair	186.60
Kernen Construction	12/29/2021	Credit for quarry rock	170.61-
Total Kernen Construction:			198.97
McMaster-Carr Supply			
McMaster-Carr Supply	12/29/2021	Collector lubrication tank maintenance	189.91
Total McMaster-Carr Supply:			189.91
Mission Linen			
Mission Linen	12/03/2021	Uniform Rental	140.80
Mission Linen	12/03/2021	maintenance supplies	81.14
Mission Linen	12/03/2021	Uniform Rental	113.98
Mission Linen	12/03/2021	Uniform Rental	140.80
Total Mission Linen:			476.72
Mitchell, Brisso, Delaney & Vrieze			
Mitchell, Brisso, Delaney & Vrieze	12/07/2021	Legal Services - November North Mainline Extension Study	1,131.50
Mitchell, Brisso, Delaney & Vrieze	12/07/2021	Legal Services- November 2021	248.00
Total Mitchell, Brisso, Delaney & Vrieze:			1,379.50
Napa Auto Parts			
Napa Auto Parts	12/29/2021	Unit 4 repair	283.89
Napa Auto Parts	12/09/2021	Unit 3 Service	72.65
Napa Auto Parts	12/29/2021	Unit 5 and Unit 2 Service and Repair	233.21
Napa Auto Parts	12/29/2021	maintenance shop supplies	5.20
Napa Auto Parts	12/29/2021	maintenance shop supplies	117.80

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 6
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total Napa Auto Parts:			712.75
Nilsen Co.			
Nilsen Co.	12/29/2021	Erosion control TRF Emergency Generaor	158.36
Total Nilsen Co.:			158.36
North Coast Laboratories			
North Coast Laboratories	12/15/2021	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	12/15/2021	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	12/15/2021	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/15/2021	lab tests	235.00
North Coast Laboratories	12/15/2021	lab tests - Humboldt Bay Retail	285.00
North Coast Laboratories	12/15/2021	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/15/2021	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	12/15/2021	lab tests - Humboldt Bay Retail	95.00
Total North Coast Laboratories:			1,090.00
Northern California Safety Consortium			
Northern California Safety Consortium	12/07/2021	membership fee	75.00
Northern California Safety Consortium	12/29/2021	HAZWOPER Refresher training -6 employees	600.00
Total Northern California Safety Consortium:			675.00
Pacific Gas & Electric Co.			
Pacific Gas & Electric Co.	12/03/2021	Ruth Bunkhouse	30.83
Pacific Gas & Electric Co.	12/03/2021	Ruth HQ	78.72
Pacific Gas & Electric Co.	12/28/2021	Eureka Office	483.14
Pacific Gas & Electric Co.	12/28/2021	Jackson Ranch Rectifier	17.67
Pacific Gas & Electric Co.	12/28/2021	299 Rectifier	141.49
Pacific Gas & Electric Co.	12/28/2021	West End Road Rectifier	139.87
Pacific Gas & Electric Co.	12/28/2021	TRF	7,692.79
Pacific Gas & Electric Co.	12/28/2021	Ruth Hydro Valve Control	30.60
Pacific Gas & Electric Co.	12/28/2021	Ruth Hydro	687.53
Pacific Gas & Electric Co.	12/28/2021	Samoa Booster Pump Station	550.73
Pacific Gas & Electric Co.	12/28/2021	Samoa Dial Station	36.43
Pacific Gas & Electric Co.	12/28/2021	Essex Pumping	54,645.71
Total Pacific Gas & Electric Co.:			64,535.51
Pacific Paper Co.			
Pacific Paper Co.	12/09/2021	Eureka office supplies	109.38
Pacific Paper Co.	12/29/2021	Eureka office supplies	74.78
Total Pacific Paper Co.:			184.16
Picky, Picky, Picky, Inc			
Picky, Picky, Picky, Inc	12/29/2021	Safety Boots - Justin Natividad	245.80
Total Picky, Picky, Picky, Inc:			245.80
Pitney Bowes			
Pitney Bowes	12/28/2021	refill postage	500.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 7
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total Pitney Bowes:			500.00
PitStop Cleaning`			
PitStop Cleaning`	12/13/2021	Eureka office cleaning	160.00
Total PitStop Cleaning`:			160.00
Platt Electric Supply			
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	380.35
Platt Electric Supply	12/15/2021	Tools and Storage for Electrical & Maintenance Shop and Servic	349.35
Platt Electric Supply	12/29/2021	12KV Switchgear Relocation	457.39
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	43.71
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	102.13
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	410.28
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	141.50
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	7.38
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	7.38
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	48.07
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	9.89
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	7.53
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	28.70
Platt Electric Supply	12/15/2021	Tools and Storage for Electrical & Maintenance Shop and Servic	17.84
Platt Electric Supply	12/15/2021	Tools and Storage for Electrical & Maintenance Shop and Servic	15.67
Platt Electric Supply	12/29/2021	12KV Switchgear Relocation	36.65
Platt Electric Supply	12/29/2021	TRF Filter Building, Mezzanine EOC	15.20
Platt Electric Supply	12/29/2021	12KV Switchgear Relocation	17.44
Total Platt Electric Supply:			2,096.46
Points West Surveying Co			
Points West Surveying Co	12/29/2021	Ruth - Matthews Dam Surveys	15,400.00
Total Points West Surveying Co:			15,400.00
R.J. Ricciardi, Inc, CPAs			
R.J. Ricciardi, Inc, CPAs	12/15/2021	Annual Financial Audit	3,135.00
R.J. Ricciardi, Inc, CPAs	12/15/2021	Annual Financial Audit	1,440.00
Total R.J. Ricciardi, Inc, CPAs:			4,575.00
Rebecca J. Moyle			
Rebecca J. Moyle	12/16/2021	Eureka Office Petty Cash - Eureka office COVID Safety Supplies	89.10
Rebecca J. Moyle	12/16/2021	Eureka Office Petty Cash - Postage Due	.07
Rebecca J. Moyle	12/16/2021	Eureka Office Petty Cash - Eureka office Supplies	6.54
Rebecca J. Moyle	12/16/2021	Eureka Office Petty Cash - Mail Treatment Exam Application	7.38
Rebecca J. Moyle	12/16/2021	Eureka Office Petty Cash - New Employee Physical Exam	25.00
Total Rebecca J. Moyle:			128.09
Recology Arcata			
Recology Arcata	12/13/2021	Essex Garbage/Recycling Service	647.25
Total Recology Arcata:			647.25
Recology Humboldt County			
Recology Humboldt County	12/07/2021	Eureka office garbage/recycling service	93.21

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 8
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total Recology Humboldt County:			93.21
Sabre Backflow, LLC			
Sabre Backflow, LLC	12/20/2021	Humboldt Bay Retial Backflow Test Equipment	348.33
Sabre Backflow, LLC	12/20/2021	Fieldbrook-Glendale CSD - Backflow Test Equipment	991.40
Total Sabre Backflow, LLC:			1,339.73
Sequoia Construction Specialties			
Sequoia Construction Specialties	12/13/2021	12KV Upgrade-Progress Payment 11	1,213,840.65
Total Sequoia Construction Specialties:			1,213,840.65
Sequoia Gas			
Sequoia Gas	12/07/2021	Ruth Bunkhouse propane tank rental	95.95
Total Sequoia Gas:			95.95
Sitestar Nationwide Internet			
Sitestar Nationwide Internet	12/28/2021	Essex Internet	57.90
Total Sitestar Nationwide Internet:			57.90
Six Rivers Communications			
Six Rivers Communications	12/29/2021	Radio Communications - Eureka office	699.20
Six Rivers Communications	12/29/2021	replace Portable Radios - Ruth Area	1,048.80
Six Rivers Communications	12/29/2021	replace portable radios - Ruth Hydro	1,048.80
Total Six Rivers Communications:			2,796.80
Steve Morris Logging & Contracting			
Steve Morris Logging & Contracting	12/29/2021	Access Road for Tesla Battery Bank Project	2,000.00
Steve Morris Logging & Contracting	12/29/2021	Access Road for TRF Emergency Generator - Grant	2,000.00
Total Steve Morris Logging & Contracting:			4,000.00
Streamline			
Streamline	12/01/2021	Website maintenance membership fee	450.00
Total Streamline:			450.00
Sudden Link			
Sudden Link	12/09/2021	Fieldbrook-Glendale CSD Internet	334.11
Sudden Link	12/09/2021	Essex Phones	106.63
Sudden Link	12/09/2021	Essex internet	196.84
Sudden Link	12/09/2021	TRF Internet	25.27
Sudden Link	12/09/2021	TRF Internet - Blue Lake SCADA Monitoring	50.55
Sudden Link	12/09/2021	TRF Internet - Fieldbrook-Glendale CSD	50.55
Sudden Link	12/13/2021	Eureka office Internet	208.45
Total Sudden Link:			972.40
SWRCB Accounting Office			
SWRCB Accounting Office	12/29/2021	Wholesaler Water System Annual Fees 7/1/21 -6/30/22	14,406.80

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021Page: 9
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
Total SWRCB Accounting Office:			14,406.80
Telstar Instruments, Inc			
Telstar Instruments, Inc	12/29/2021	Chlorine system maintenance	5,776.00
Total Telstar Instruments, Inc:			5,776.00
The Mill Yard			
The Mill Yard	12/29/2021	Maintenance supplies	5.41
The Mill Yard	12/29/2021	TRF Filter Building Mezzanine EOC	25.63
The Mill Yard	12/29/2021	TRF Filter Building Mezzanine EOC	40.86
Total The Mill Yard:			71.90
Thrifty Supply			
Thrifty Supply	12/29/2021	Pipeline Maintenance	1,162.49
Thrifty Supply	12/29/2021	Samoa Pacific 6" Meter Upgrade	431.69
Thrifty Supply	12/29/2021	Samoa Pacific 6" Meter Upgrade	28.41
Total Thrifty Supply:			1,622.59
Times Printing			
Times Printing	12/29/2021	HBMWD Envelopes	145.85
Total Times Printing:			145.85
Trinity County General Services			
Trinity County General Services	12/29/2021	Pickett Peak site lease	257.50
Total Trinity County General Services:			257.50
Trinity County Solid Waste			
Trinity County Solid Waste	12/28/2021	Ruth HQ dump fees	18.03
Trinity County Solid Waste	12/28/2021	Ruth Hydro dump fees	18.03
Total Trinity County Solid Waste:			36.06
U.S. Bank Corporate Payment System			
U.S. Bank Corporate Payment System	12/13/2021	General Manager Training - Webinar Current Trends in the Seis	99.00
U.S. Bank Corporate Payment System	12/13/2021	Annual Renewal - Update Director Laptops	99.99
U.S. Bank Corporate Payment System	12/13/2021	Update ONX mapping for Ruth Area Fire Disaster Recovery	29.99
U.S. Bank Corporate Payment System	12/13/2021	Annual Adobe Acrobat - Executive Assistant/Board Secretary	179.88
U.S. Bank Corporate Payment System	12/13/2021	Ruth Hydro Generator Wicket Gate Governor	45.21
U.S. Bank Corporate Payment System	12/13/2021	Essex Employee Recognition	151.09
U.S. Bank Corporate Payment System	12/13/2021	Essex Employee Recognition	14.52
U.S. Bank Corporate Payment System	12/13/2021	Unit 5 Upgrades	314.97
U.S. Bank Corporate Payment System	12/13/2021	Essex Fortinet Router Maintenance	16.97
U.S. Bank Corporate Payment System	12/13/2021	Purchase Order Subscription	79.70
U.S. Bank Corporate Payment System	12/13/2021	Maintenance Mechanic Position Advertisement	40.00
U.S. Bank Corporate Payment System	12/13/2021	Air-Med Insurance	65.00
U.S. Bank Corporate Payment System	12/13/2021	Safety Equipment - Night time flagging	61.92
U.S. Bank Corporate Payment System	12/13/2021	Safety Equipment - Traffic Flagging	615.15
U.S. Bank Corporate Payment System	12/13/2021	Essex Office Supplies	44.13
U.S. Bank Corporate Payment System	12/13/2021	Ruth Hydro Data Collection subscription	500.00
U.S. Bank Corporate Payment System	12/13/2021	Ruth - No Trespassing signage	155.62
U.S. Bank Corporate Payment System	12/13/2021	Essex No Parking signs	83.62

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--
Report dates: 12/1/2021-12/31/2021

Page: 10
Dec 30, 2021 02:18PM

Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	12/13/2021	<i>TRF miscellaneous signage</i>	284.11
U.S. Bank Corporate Payment System	12/13/2021	<i>Ford Truck Lamp Switch Knob</i>	7.52
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Office clocks</i>	17.23
U.S. Bank Corporate Payment System	12/13/2021	<i>Collector Bug Zappers Maintenance</i>	39.81
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Office Supplies</i>	85.41
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Toaster Oven</i>	87.39
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex COVID supplies</i>	49.12
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Office Supplies</i>	33.84
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Office Maintenance</i>	201.21
U.S. Bank Corporate Payment System	12/13/2021	<i>TRF Filter Building, Mezzanine EOC</i>	1,695.99
U.S. Bank Corporate Payment System	12/13/2021	<i>Essex Tools and Storage for Electrical/Maintenance Shops/Servi</i>	1,053.41
U.S. Bank Corporate Payment System	12/13/2021	<i>Credit -Duplicate Charge ProGovJobs - Maintenance Mechanic</i>	250.00
Total U.S. Bank Corporate Payment System:			5,901.80
U.S. Postmaster			
U.S. Postmaster	12/03/2021	<i>Annual PO Box Rental</i>	188.00
Total U.S. Postmaster:			188.00
VALEO Networks			
VALEO Networks	12/29/2021	<i>Eureka Office Computer Support</i>	1,086.19
Total VALEO Networks:			1,086.19
Valley Pacific Petroleum Servi, Inc			
Valley Pacific Petroleum Servi, Inc	12/09/2021	<i>cardlock fuel - Pumping & Control</i>	482.28
Valley Pacific Petroleum Servi, Inc	12/09/2021	<i>cardlock fuel - Water Quality</i>	482.27
Valley Pacific Petroleum Servi, Inc	12/09/2021	<i>cardlock fuel - Maintenance</i>	482.27
Valley Pacific Petroleum Servi, Inc	12/09/2021	<i>cardlock fuel - Humboldt Bay Retail</i>	125.39
Valley Pacific Petroleum Servi, Inc	12/09/2021	<i>cardlock fuel - Fieldbrook-Glendale CSD</i>	356.89
Valley Pacific Petroleum Servi, Inc	12/29/2021	<i>Ruth Hydro Emergency Generator fuel</i>	918.76
Total Valley Pacific Petroleum Servi, Inc:			2,847.86
Verizon Wireless			
Verizon Wireless	12/13/2021	<i>General Manager</i>	39.96
Verizon Wireless	12/13/2021	<i>Ruth Area Fire Recovery</i>	31.64
Verizon Wireless	12/13/2021	<i>Customer Service - Humboldt Bay</i>	14.40
Verizon Wireless	12/13/2021	<i>Customer Service - Fieldbrook-Glendale CSD</i>	40.97
Verizon Wireless	12/13/2021	<i>Operations 1</i>	.17
Verizon Wireless	12/13/2021	<i>Customer Service Ipad-Humboldt Bay</i>	9.88
Verizon Wireless	12/13/2021	<i>Customer Service Ipad - Fieldbrook-Glendale CSD</i>	28.13
Verizon Wireless	12/13/2021	<i>Ruth Area</i>	23.21
Verizon Wireless	12/13/2021	<i>Ruth Hydro</i>	23.22
Total Verizon Wireless:			211.58
Grand Totals:			1,451,135.86

Humboldt Bay Municipal Water District

To: Board of Directors
From: Chris Harris
Date: January 13, 2022
Re: COVID-19 and the Economy

Background

It is well known that the impact of the COVID-19 virus and its on-going stream of variants continues to impact everyone's daily lives, both in the workplace and at home. While early on there were thoughts that "surely this will pass," the economic and social disruption caused by COVID has shown no sign of ceasing. The deviations and changes to daily lives, business operations, supply chains, and the economy as a whole have lasted nearly 24-months with still no end in sight.

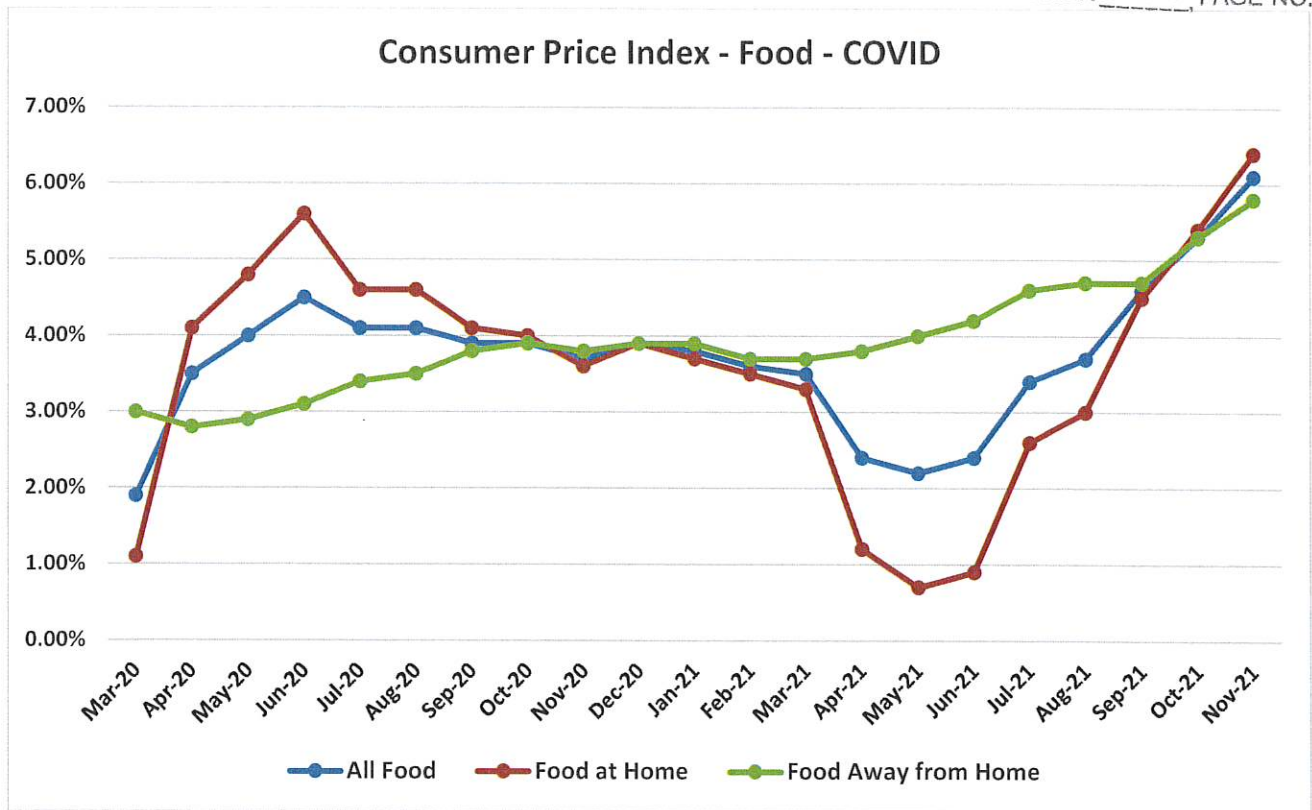
When the US Bureau of Labor Statistics released the most recent research regarding the status of the economy and the Consumer Price Index, it was of little surprise that the cost of nearly everything has continued to rise (motor vehicle insurance, recreation, and communication did show decreases for November).

The simplified impact of the continued increase in the CPI Rate is that the dollar does not buy as much as it did—as much as it did last year, or even as much as it did last month. While there are always fluctuations in the markets (for example, a bad hurricane season may cause the prices of oranges to skyrocket), when repeated increases are seen in nearly all markets, the effect on individual consumers pocketbooks is substantial.

The Consumer Price Index tracks the cost of approximately 80,000 items each month. Staff has provided specific details and graphs for the "COVID" timeframe (March 2020-current) for the Food Index, Energy Index, the Other Items Index, and the All Items Index (the CPI Rate). This data is from the U.S. Bureau of Labor Statistics, *Economic News Release-Consumer Price Index Summary* December 10, 2021, the full report with additional details is included in the attachments, as are additional graphs for the same indexes for the prior 20-years.

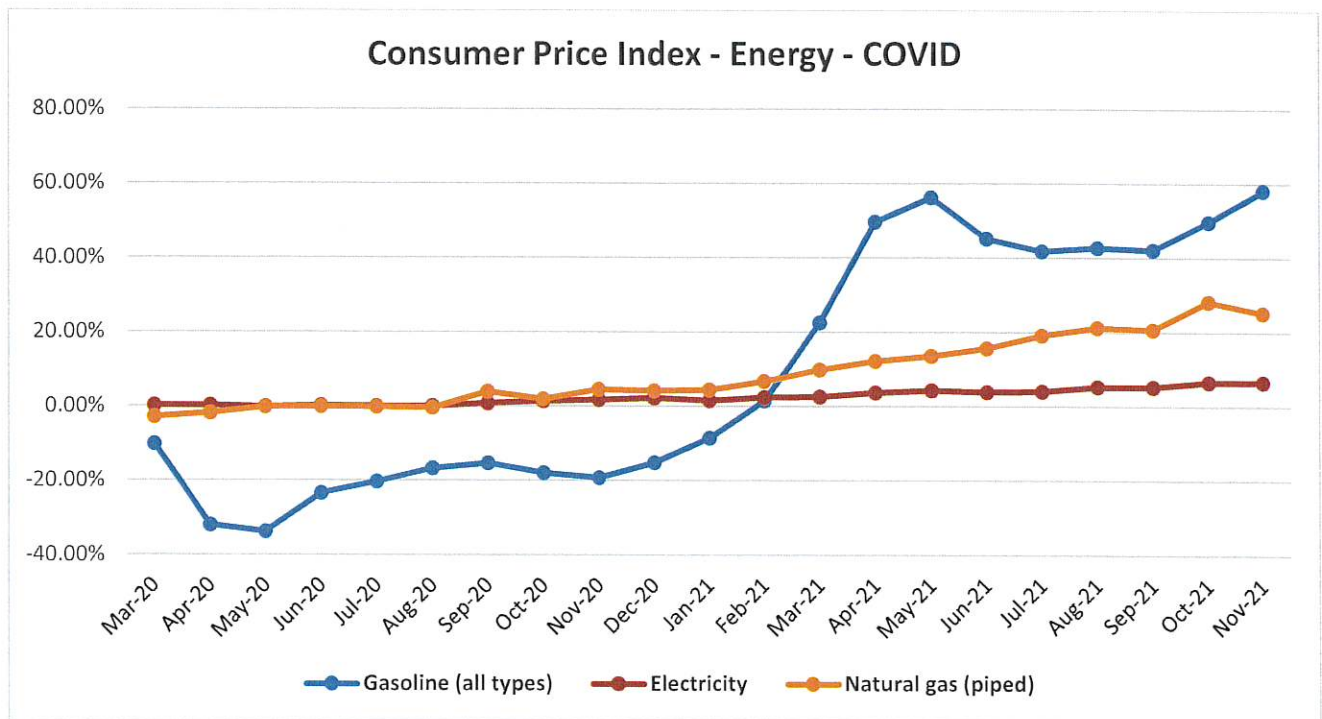
The Food Index

"The food index increased by 0.7 percent in November, after rising 0.9 percent in both September and October...all six major grocery store food group indexes rose; this was the third consecutive month that all six increased...The food-at-home index rose 6.4 percent over the last 12-months, the largest increase since December 2008...The food-away-from-home has risen 5.8 percent over the last 12-months, the largest increase since January 1982."



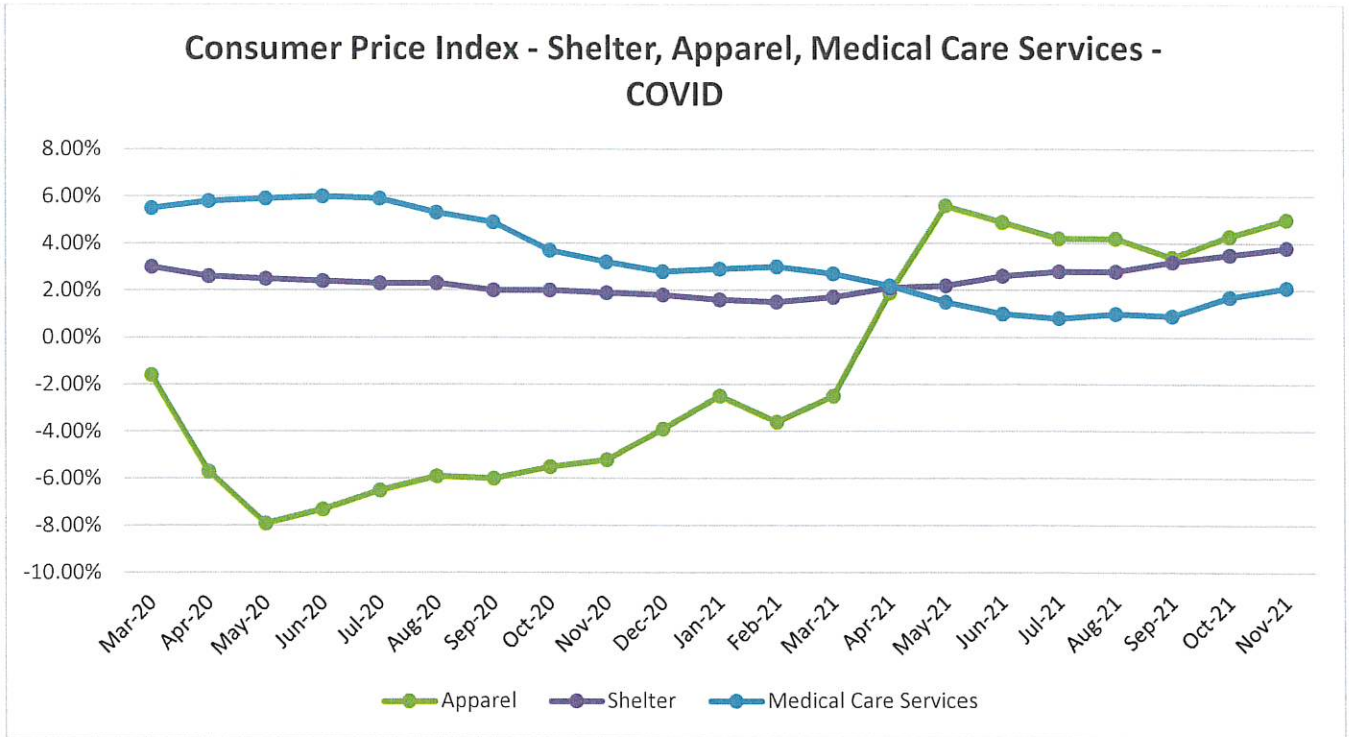
The Energy Index

"The Energy index rose 3.5 percent in November after rising 4.8 percent in October...The energy index rose 33.3 percent over the past 12-months with all major energy component indexes increasing sharply...The gasoline index rose 58.1 percent over the last year, the largest 12-month increase since April 1980."



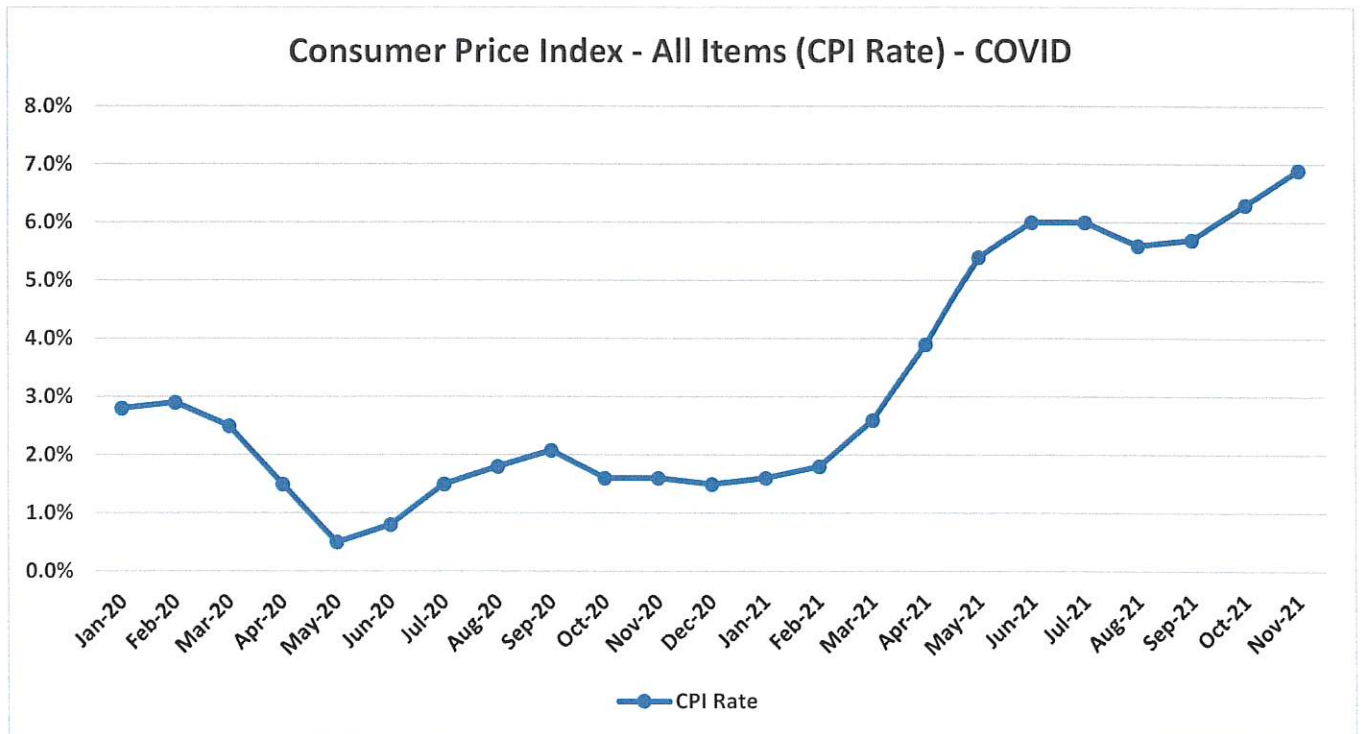
Other Items

"The index for all items less food and energy rose 4.9 percent over the past twelve months, its largest 12-month increase since June 1991"



The Consumer Price Index, All Items

"The all items index rose 6.8 percent for the 12 months ending November [2021], the largest 12-month increase since the period ending June 1982"



Discussion

Based on the current economic circumstances, staff recommends a mid-year COLA increase, effective January 1, 2022, to be funded out of General Reserves.

Historically, the District has incorporated any Director approved COLA increases once a year (July) as part of the new budget. Unfortunately, by the time the employees receive any COLA increase on their paycheck, the CPI increases are already in the past and the employee has already endured the higher cost of living. The intent of this mid-year request is for the District to continue to proactively assist staff with the ongoing COVID-19 impacts, including the increases in cost of living expenses being incurred right now.

Staff is recommending a mid-year COLA increase of 4.7%, which is the average CPI change over the past year (January-November 2021). This factors in the lowest months of the year (January 2021 = 1.6%) as well as the highest (November 2021 = 6.9%).

Consumer Price Index – All Items 2021											
Jan. 2021	Feb. 2021	March 2021	April 2021	May 2021	June 2021	July 2021	Aug. 2021	Sept. 2021	Oct. 2021	Nov. 2021	Average 2021
1.6%	1.8%	2.6%	3.9%	5.4%	6.0%	6.0%	5.6%	5.7%	6.3%	6.9%	4.7%

The estimated cost for this COLA from January 1, 2022-June 30, 2022 is \$71,100. If approved, this COLA percentage increase would be factored into and reduce any COLA percentage increase request presented in May for the FY22/23 Budget.

	Estimated Salary & Wage Expense	Related Taxes & Benefit Expenses	Total Estimated Cost to General Reserves
3.45% COLA	\$42,100	\$10,100	\$52,200
4.7% COLA	\$57,300	\$13,800	\$71,100
6.9% COLA	\$84,200	\$20,300	\$104,500

While the District has not typically utilized a mid-year COLA increase in the past (at least as far back as 1998), it is not unprecedented. Both the Cities of Eureka and Arcata have repeatedly used a “split” methodology in the past (most recently, City of Eureka +2% July of 2021 and +3% January 2022).

Current Unrestricted General Reserve Fund Balance		
December Balance	\$2,406,254	
Outstanding Grant Reimbursements	\$1,041,713	Expected February 2022
Estimated Unrestricted General Reserve Fund Balance February 2022	\$3,447,967	
Additional known Unrestricted General Reserve Funds Outstanding		
Outstanding Grant Retainage	\$241,665	Received as Projects Complete

Staff has previously requested funds for other purposes from the General Reserves. Fortunately, the District has been able to use other sources for much of those approved funds. These include:

Request Date	Reserve Funding Purpose	Amount Requested	Actual Reserve Funds Spent	Comment
October 2020	August Complex Wildfire- Erosion Control, Debris Removal	\$100,000	\$0.00	Expenses covered by FEMA.
October 2020	August Complex Wildfire – Recovery, Revegetation	\$100,000	\$0.00	Expenses to be covered by CalFire Healthy Forest Grant Funding
December 2020	USDA/NRCS – Emergency Watershed Recovery Grant, Match Funds	\$323,143	\$0.00	Expenses covered by FEMA. District will not be utilizing these funds.
March 2021	COVID-19 Essential Service Pay Increase*	\$131,500	\$123,500 estimated through 2/28/2022	For March 2020-March 2021
October 2021	Repairs to Collector 2-4 Power Feed	\$50,000	<\$30,129>	Funds will be covered via Project Budget Reallocation in June/July 2022
October 2021	TRF Sump Pump Replacement	\$7,000	<\$6,507>	Funds will be covered via Project Budget Reallocation in June/July 2022
Total Funding Requested/Approved from General Reserves		\$711,643		
Total Funding Actually used from General Reserves			\$123,500	

*In March of 2021, the Directors approved an Essential Service Pay Increase “to acknowledge the past 365-days [March 2020-March 2021]...a temporary 365-day (12-months) increase for permanent District employees as a means to compensate them for working through on-going COVID-19 challenges and as a means to combat the pandemic fatigue resulting from the prior 365 days.” The Essential Service Pay Increase ends February 28, 2022.

Staff Recommendation

Based on the incredibly unique and challenging circumstances continuing to be brought about by the COVID-19 pandemic, staff recommends approval of a mid-year COLA increase for District employees of 4.7%, to be paid using District General Reserve Funds.

Attachments

- U.S. Bureau of Labor Statistics, Economic News Release – Consumer Price Index Summary, December 10, 2021
- Supplemental Graphs – Prior 20-Years: Food, Energy, Other Items, All Items (CPI Rate)
- CPI Rates 1998 - Present
- COLA and CPI Comparison 1998 - Present



Economic News Release



Consumer Price Index Summary

Transmission of material in this release is embargoed until 8:30 a.m. (ET) December 10, 2021 USDL-21-2101

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX - NOVEMBER 2021

(NOTE: This news release was reissued on December 10, 2021 correcting the following sentence: "The all items index rose 6.8 percent for the 12 months ending November, the largest 12-month increase since the period ending June 1982." The original sentence referenced October instead of November.)

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.8 percent in November on a seasonally adjusted basis after rising 0.9 percent in October, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.8 percent before seasonal adjustment.

The monthly all items seasonally adjusted increase was the result of broad increases in most component indexes, similar to last month. The indexes for gasoline, shelter, food, used cars and trucks, and new vehicles were among the larger contributors. The energy index rose 3.5 percent in November as the gasoline index increased 6.1 percent and the other major energy component indexes also rose. The food index increased 0.7 percent as the index for food at home rose 0.8 percent.

The index for all items less food and energy rose 0.5 percent in November following a 0.6-percent increase in October. Along with shelter, used cars and trucks, and new vehicles, the indexes for household furnishings and operations, apparel, and airline fares were among those that increased. The indexes for motor vehicle insurance, recreation, and communication all declined in November.

The all items index rose 6.8 percent for the 12 months ending November, the largest 12-month increase since the period ending June 1982. The index for all items less food and energy rose 4.9 percent over the last 12 months, while the energy index rose 33.3 percent over the last year, and the food index increased 6.1 percent. These changes are the largest 12-month increases in at least 13 years in the respective series.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Nov. 2021
	May 2021	June 2021	July 2021	Aug. 2021	Sep. 2021	Oct. 2021	Nov. 2021	
All items.....	.6	.9	.5	.3	.4	.9	.8	6.8
Food.....	.4	.8	.7	.4	.9	.9	.7	6.1
Food at home.....	.4	.8	.7	.4	1.2	1.0	.8	6.4
Food away from home (1)...	.6	.7	.8	.4	.5	.8	.6	5.8
Energy.....	.0	1.5	1.6	2.0	1.3	4.8	3.5	33.3
Energy commodities.....	-.6	2.6	2.3	2.7	1.3	6.2	5.9	57.5
Gasoline (all types)....	-.7	2.5	2.4	2.8	1.2	6.1	6.1	58.1
Fuel oil (1).....	2.1	2.9	.6	-2.1	3.9	12.3	3.5	59.3
Energy services.....	.7	.2	.8	1.1	1.2	3.0	.3	10.7
Electricity.....	.3	-.3	.4	1.0	.8	1.8	.3	6.5
Utility (piped) gas service.....	1.7	1.7	2.2	1.6	2.7	6.6	.6	25.1
All items less food and energy.....	.7	.9	.3	.1	.2	.6	.5	4.9
Commodities less food and energy commodities....	1.8	2.2	.5	.3	.2	1.0	.9	9.4
New vehicles.....	1.6	2.0	1.7	1.2	1.3	1.4	1.1	11.1
Used cars and trucks....	7.3	10.5	.2	-1.5	-.7	2.5	2.5	31.4
Apparel.....	1.2	.7	.0	.4	-1.1	.0	1.3	5.0
Medical care commodities (1).....	.0	-.4	.2	-.2	.3	.6	.1	.2
Services less energy services.....	.4	.4	.3	.0	.2	.4	.4	3.4
Shelter.....	.3	.5	.4	.2	.4	.5	.5	3.8
Transportation services	1.5	1.5	-1.1	-2.3	-.5	.4	.7	3.9
Medical care services...	-.1	.0	.3	.3	-.1	.5	.3	2.1

Food

The food index increased 0.7 percent in November after rising 0.9 percent in both September and October. The food at home index increased 0.8 percent in November as all six major grocery store food group indexes rose; this was the third consecutive month that all six increased. The indexes for other food at home and for fruits and vegetables both increased 1.0 percent in November. The index for meats, poultry, fish, and eggs rose 0.9 percent in November. Within this group, the index for pork rose sharply, increasing 2.2 percent, while the index for eggs declined in November, falling 2.7 percent.

The cereals and bakery products index increased 0.8 percent in November after larger increases in September and October. The index for dairy and related products increased 0.2 percent over the month, the same increase as the prior month. The index for nonalcoholic beverages also rose 0.2 percent, its smallest monthly increase in the last 6 months.

The food away from home index rose 0.6 percent in November following a 0.8-percent increase the prior month. The index for limited service meals continued to rise sharply, increasing 1.0 percent over the month, while the index for full service meals rose 0.4 percent in November.

The food at home index rose 6.4 percent over the past 12 months, the largest 12-month increase since the period ending December 2008. All of the six major grocery store food group indexes increased over the period. The index for meats, poultry, fish, and eggs increased 12.8 percent, with the index for beef rising 20.9 percent. The index for dairy and related products posted the smallest increase, rising 1.6 percent over the last 12 months. The remaining major grocery store food group indexes posted increases ranging from 4.0 percent (fruits and vegetables) to 5.7 percent (other food at home).

The index for food away from home rose 5.8 percent over the last year, the largest 12-month increase since the period ending January 1982. The index for limited service meals rose 7.9 percent over the last 12 months, and the index for full service meals rose 6.0 percent. The index for food at employee sites and schools, in contrast, declined 44.9 percent over the past 12 months.

Energy

The energy index rose 3.5 percent in November after rising 4.8 percent in October. The gasoline index rose 6.1 percent in November, the same increase as the prior month. (Before seasonal adjustment, gasoline prices rose 2.8 percent in November.) The electricity index increased 0.3 percent in November after rising 1.8 percent in October. The index for natural gas rose 0.6 percent in November following a 6.6-percent increase the prior month.

The energy index rose 33.3 percent over the past 12 months with all major energy component indexes increasing sharply. The gasoline index rose 58.1 percent over the last year, its largest 12-month increase since the period ending April 1980. The index for natural gas rose 25.1 percent over the last 12 months, and the electricity index rose 6.5 percent.

All items less food and energy

The index for all items less food and energy rose 0.5 percent in November. The shelter index increased 0.5 percent over the month, as the indexes for rent and owners' equivalent rent both rose 0.4 percent; these increases were the same as in October. The index for lodging away from home rose 2.9 percent in November after rising 1.4 percent in October. Vehicle indexes also continued to rise in November. The index for used cars and trucks rose 2.5 percent over the month, the same increase as in October. The index for new vehicles rose 1.1 percent in November after a 1.4-percent increase in October.

The index for household furnishings and operations increased in November, rising 0.8 percent, the same increase as in October. The apparel index rose 1.3 percent in November after being unchanged in October. The index for airline fares turned up in November, rising 4.7 percent after declining in recent months.

The medical care index also rose in November, increasing 0.2 percent after rising 0.5 percent in October. The index for physicians' services rose 0.4 percent, and the index for prescription drugs increased 0.3 percent, while the index for hospital services declined 0.3 percent.

A few indexes declined in November. The motor vehicle insurance index fell 0.8 percent over the month after being unchanged in October. The recreation index fell 0.2 percent in November after rising in each of the last 9 months. The index for communication also declined 0.2 percent in November.

The index for all items less food and energy rose 4.9 percent over the past 12 months, its largest 12-month increase since the period ending June 1991. The index for used cars and trucks rose 31.4 percent over the last 12 months, and the index for new vehicles rose 11.1 percent. The shelter index rose 3.8 percent, the largest 12-month increase since the period ending June 2007. The index for medical care increased 1.7 percent over the last year.

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 6.8 percent over the last 12 months to an index level of 277.948 (1982-84=100). For the month, the index increased 0.5 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 7.6 percent over the last 12 months to an index level of 273.042 (1982-84=100). For the month, the index rose 0.5 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 6.7 percent over the last 12 months. For the month, the index increased 0.5 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

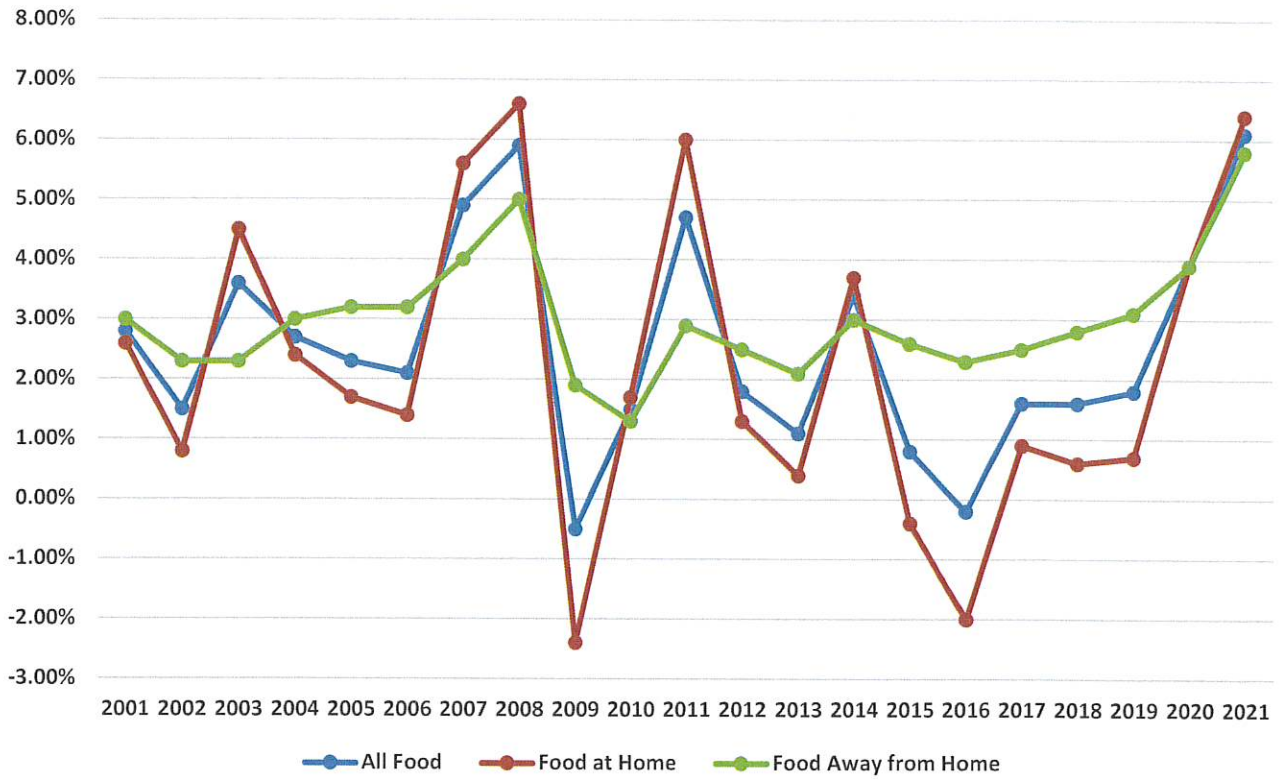
The Consumer Price Index for December 2021 is scheduled to be released on Wednesday, January 12, 2022 at 8:30 a.m. (ET).

Coronavirus (COVID-19) Pandemic Impact on November 2021 Consumer Price Index Data

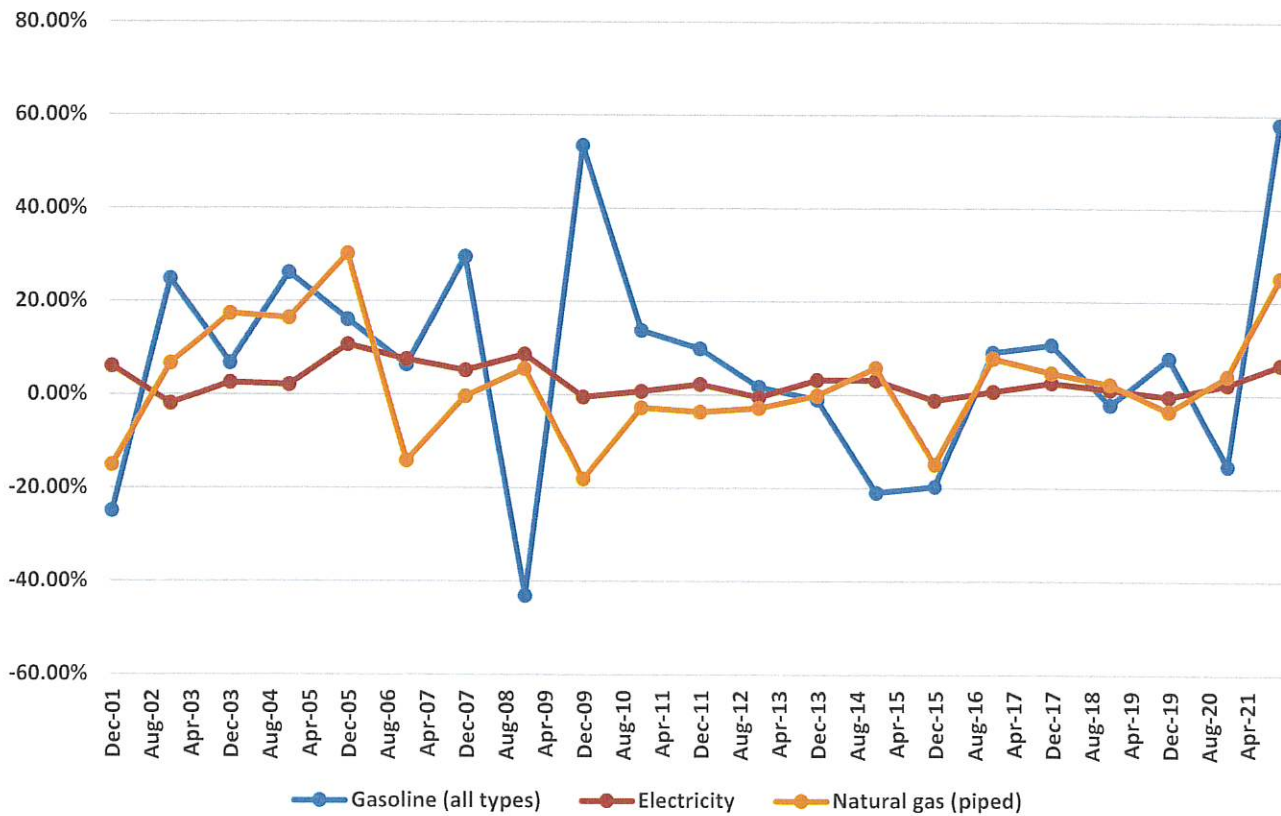
Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in November was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Footnote 1: Note

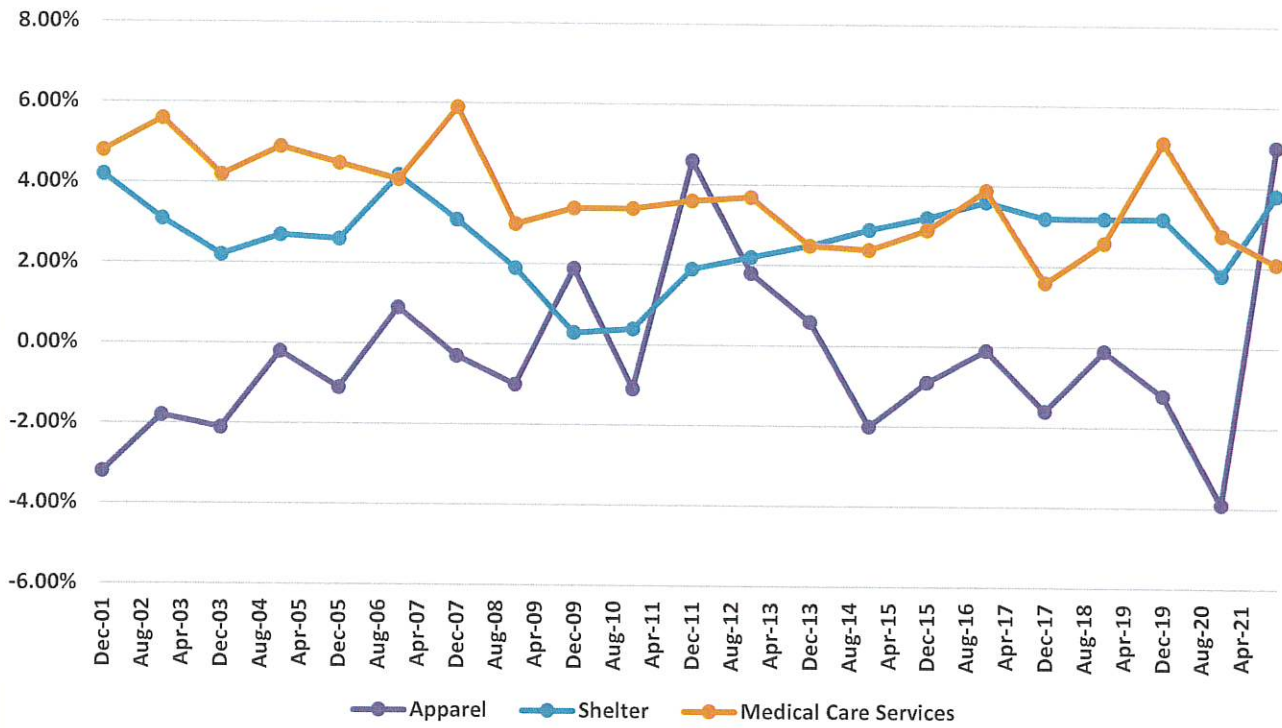
Consumer Price Index - Food - Prior 20-Years



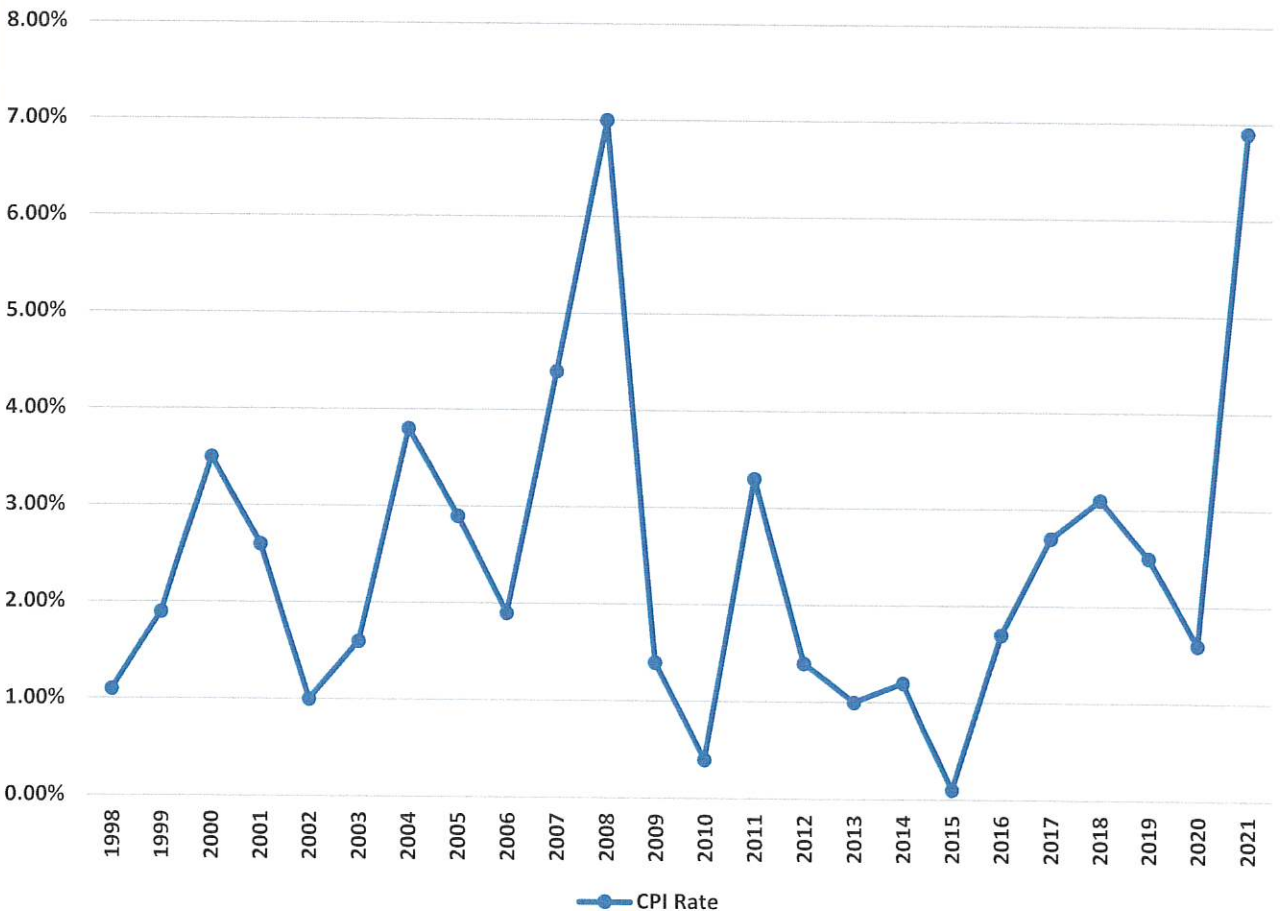
Consumer Price Index - Energy - Prior 20-Years



Consumer Price Index - Shelter, Apparel, Medical Care Services - Prior 20-Years



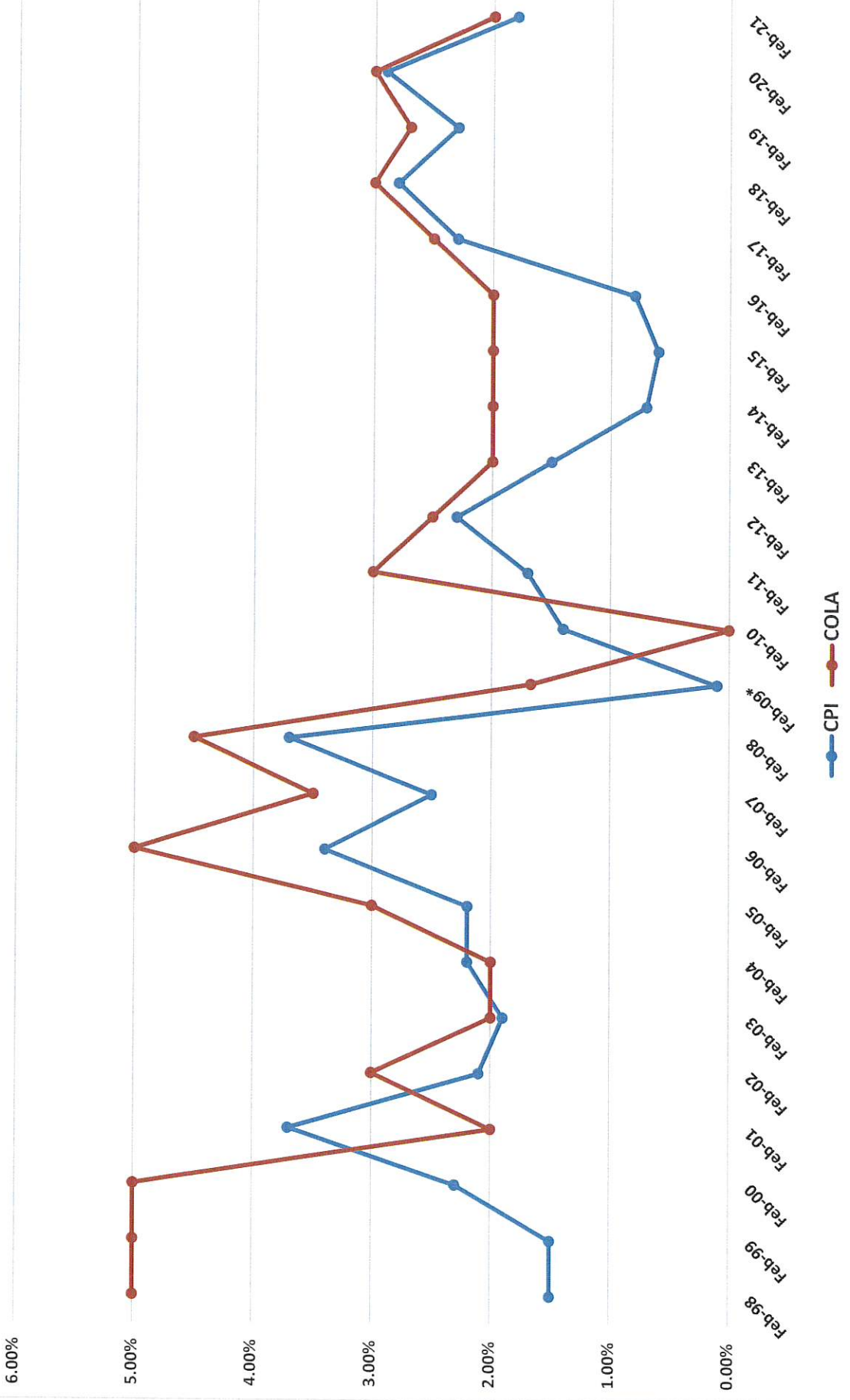
Consumer Price Index - All Items (CPI Rate) - Prior 20-Years



CPI Rates 1998-Present

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1997												2	
1998	1.9	1.5	1.1	0.8	0.9	1	1	1	0.9	0.9	1.1	1.4	1.1
1999	1.3	1.5	1.8	2.8	2.3	2.2	2.5	2.6	2.4	2.4	1.9	2.2	2.1
2000	2	2.3	2.9	2	2.4	3.1	3.1	2.9	3.4	3.3	3.5	3	2.9
2001	3.9	3.7	3.4	3.2	3.5	3.2	3.1	2.7	2.7	2.8	2.6	2.5	3.1
2002	1.9	2.1	1.9	2.8	1.3	0.9	1	1.6	1.3	1.1	1	1.3	1.5
2003	1.7	1.9	2.3	1.1	2	2	2.3	2.2	2.2	1.9	1.6	1.9	2
2004	1.9	2.2	2.2	2.5	3.1	3.1	2.4	2.3	2.4	3.2	3.8	3.3	2.7
2005	3	2.2	2.1	3.1	2.6	2.7	2.9	3.3	4	3.7	2.9	2.4	2.9
2006	2.8	3.4	3.2	2.9	3.6	3.7	3.5	3.4	2.3	1.5	1.9	2.6	2.9
2007	2.7	2.5	2.9	3.2	2.7	2.9	2.8	2.2	2.5	3.5	4.4	4.4	3.1
2008	4	3.7	3.9	3.8	3.8	4.7	5.4	4.9	4.5	3	0.7	-0.6	3.5
2009	-0.5	0.1	-0.8	-1.3	-1.5	-1.7	-2.4	-1.8	-1.3	-0.1	1.4	2.6	-0.6
2010	2.1	1.4	1.6	1.7	1.4	0.5	0.7	0.7	0.3	0.1	0.4	0.9	1
2011	1.2	1.7	2.5	3	3.5	3.5	3.3	3.3	3.8	3.7	3.3	2.7	3
2012	2.6	2.3	2.2	1.8	1.6	1.5	1.1	1.3	1.5	1.6	1.4	1.3	1.7
2013	1	1.5	1	0.8	0.7	1	1.6	1.6	1.2	0.8	1	1.4	1.1
2014	1.5	0.7	0.9	0.9	1.7	1.9	1.8	1.5	1.6	1.6	1.2	0.6	1.3
2015	0	0.6	0.8	0.9	0.8	0.5	0.3	0.3	0	0.1	0.1	0.5	0.4
2016	1.3	0.8	0.3	0.5	0.4	0.5	0.6	0.7	1.1	1.3	1.7	1.8	0.9
2017	1.8	2.3	2.5	2.3	2	2	1.9	2.3	2.6	2.7	2.7	2.7	2.3
2018	2.8	2.5	2.6	2.6	3	3.2	3.2	3	2.8	2.9	3.1	2.9	2.9
2019	2.5	2.3	2.3	2.7	2.8	2.6	2.6	2.5	2.3	2.5	2.5	2.8	2.5
2020	2.8	2.9	2.5	1.5	0.5	0.8	1.5	1.8	2	1.6	1.6	1.5	1.7
2021	1.6	1.8	2.6	3.9	5.4	6.0	6.0	5.6	5.7	6.3	6.9		

CPI and COLA Comparison 1998-2021



*2009 was a 2.0% COLA, employees were on a 5% furlough, resulting in 95% pay.

OPERATIONS

Memo to: HBMWD Board of Directors
From: Dale Davidsen, Superintendent
Date: January 3, 2022
Subject: Essex/Ruth December 2021 Operational Report

Upper Mad River, Ruth Lake, and Hydro Plant:

1. Flow at Mad River above Ruth Reservoir (Zenia Bridge) averaged 482 cfs with a high of 4130 cfs on December 23rd and a low of 23 cfs on December 11th
2. The conditions at Ruth Lake for December were as follows:
The lake level on December 31st was 2655.13 feet which is:
 - 8.32 feet higher than November 30th, 2021
 - 19.38 feet higher than December 31st, 2020
 - 8.29 feet higher than the ten-year average
 - 1.13 feet above the spillway
3. Ruth Headquarters recorded 12.88 inches of rainfall for December.
4. Ruth Hydro produced 580,800 KWh in December. There was 1 shut down for maintenance (1457 KWh lost production) and 2 long shutdowns for PG&E (7 days with 201,288 KWh lost production).
5. The lake discharge averaged 618 cfs with a high of 2856 cfs on December 24th.

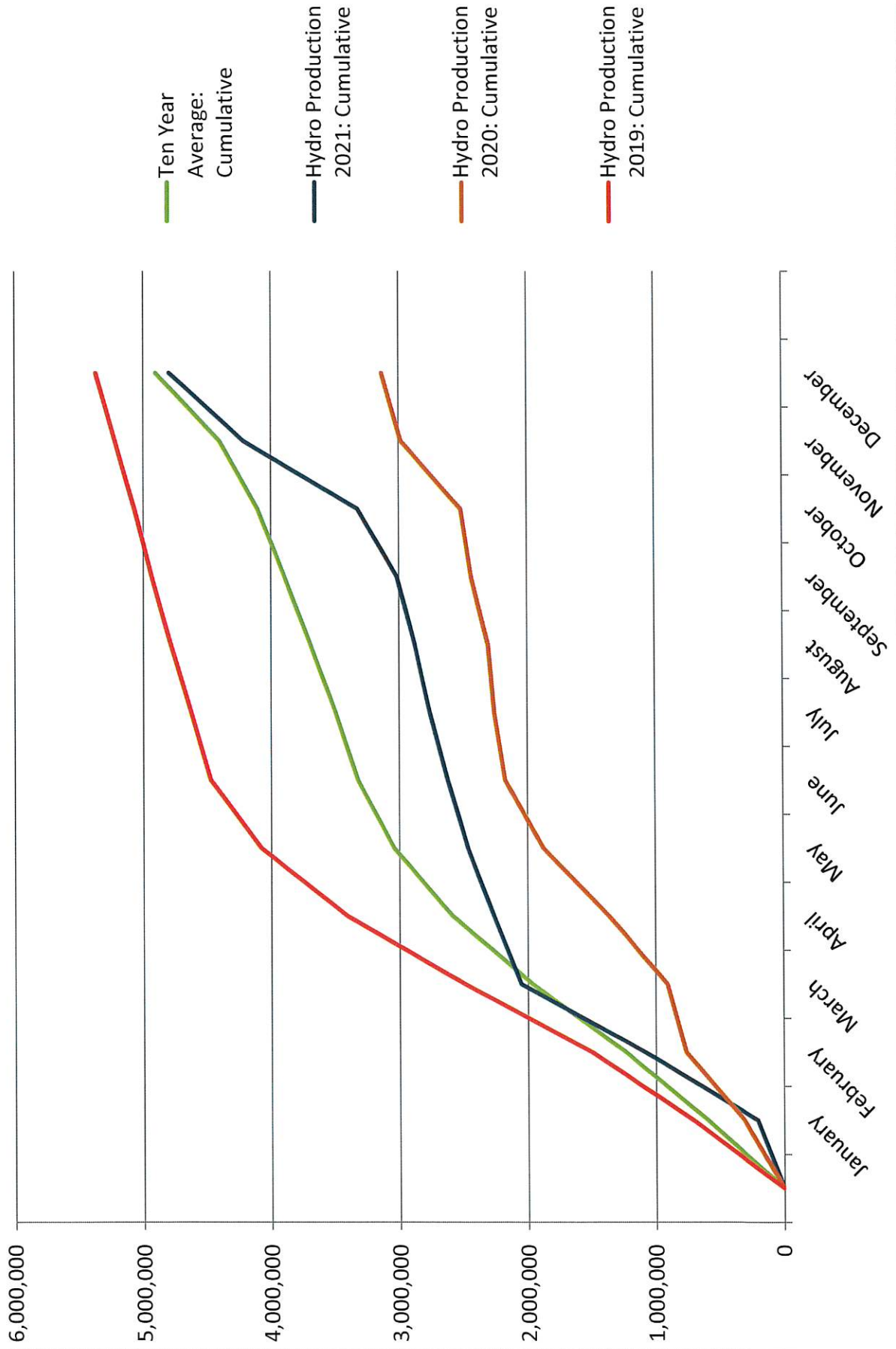
Lower Mad River, Winzler Control, and TRF:

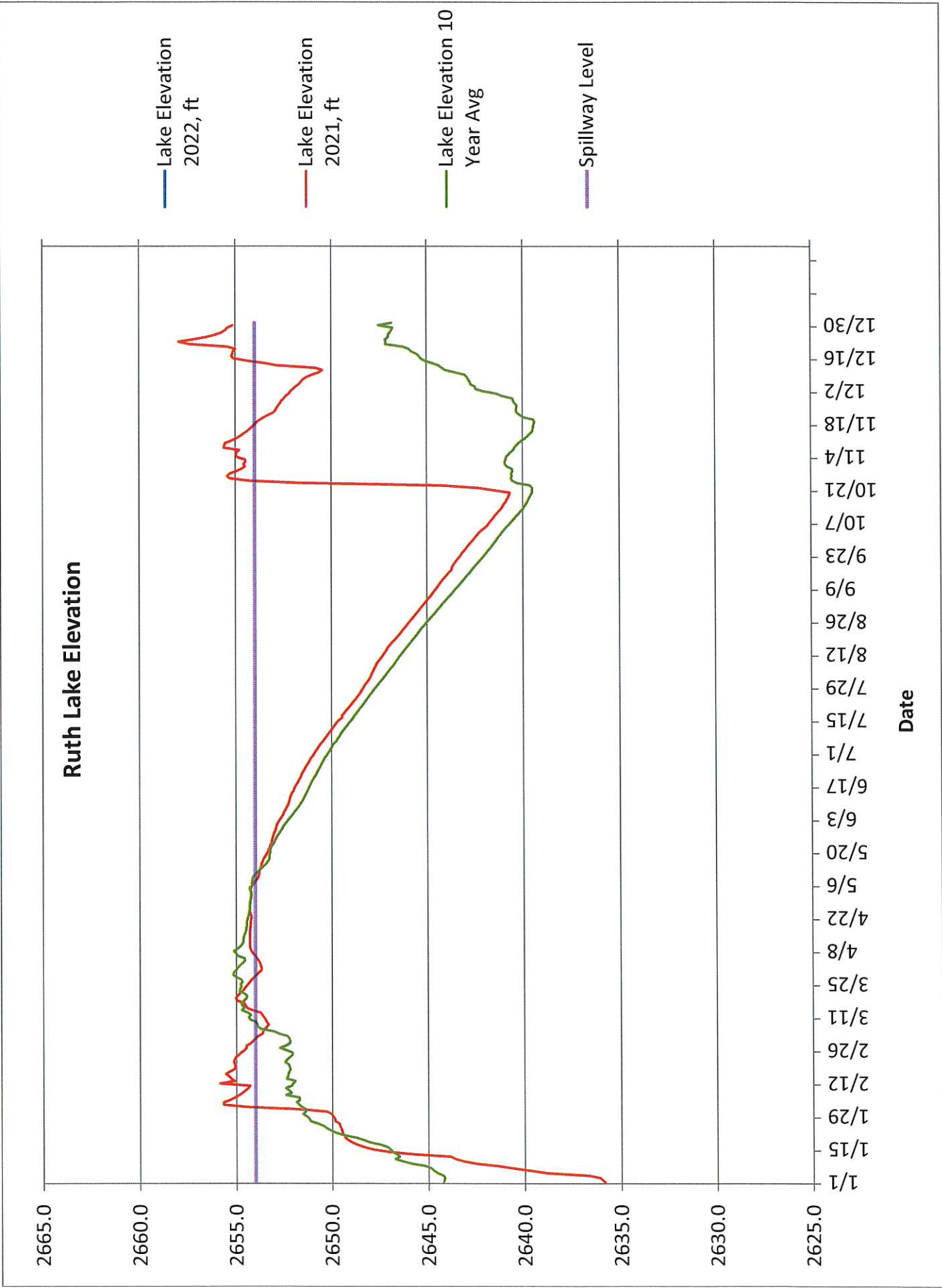
6. The river at Winzler Control Center for December, had an average flow of 2044 cfs. The river flow reached a high of 7660 cfs on December 24th.
7. The domestic water conditions were as follows:
 - a. The domestic water turbidity average was 0.06 NTU, which meets Public Health Secondary Standards.
 - b. As of December 31st, we pumped 222.305 MG at an average of 7.058 MGD.
 - c. The maximum metered daily municipal use was 8.230 MGD on December 29th.
8. The TRF conditions for December were as follows:
 - a. Average monthly source water turbidity was 0.19 NTU.
 - b. Average monthly filtered water turbidity was 0.06 NTU.
 - c. Number of filter backwashes for the month was 40.

December 2021:

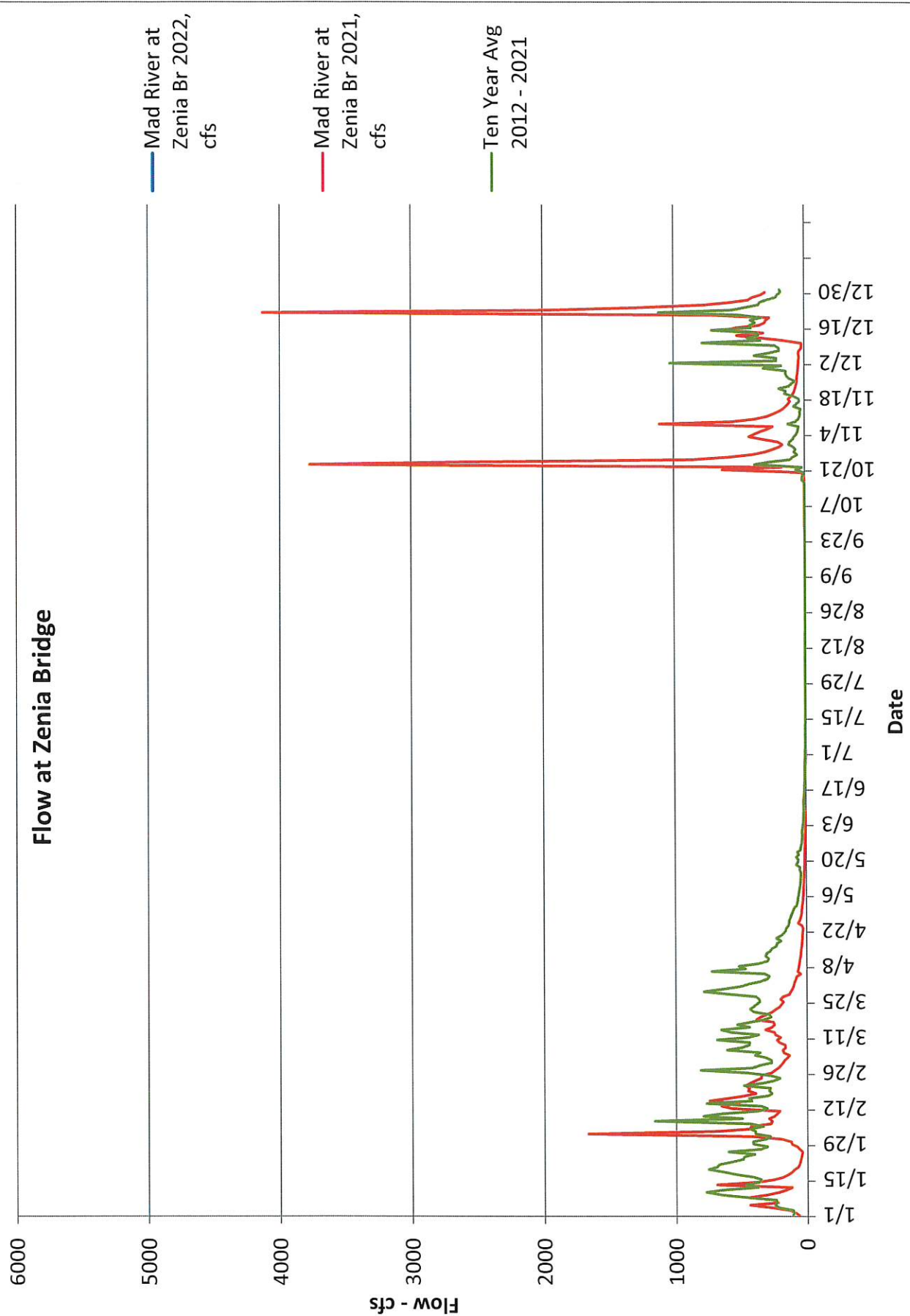
9. December 2nd – Hazwoper 8 hr. refresher training at NCSC for 6 Essex Staff
10. December 3rd –
 - a. Worked with TRF logger to make a landing and access road at TRF
 - b. Electrical staff worked with Colburn to find a power source and route out of shop to power up the HVAC unit on the IPA.
11. December 6th
 - a. Maintenance and Customer service isolated an inactive meter leak on Kingston Rd. and did road repair from a former leak on Wagle Ln. for Fieldbrook.
 - b. Telstar was on site doing Chlorine system maintenance
12. December 13th – City of Blue Lake called and someone vandalized their reservoir. They will need to take water during peak since the reservoir is out of service.
13. December 14th - Maintenance and Customer service repaired a leak on Wyatt Ln.
14. December 16th
 - a. New Maintenance Mechanic's first Day.
 - b. Loss power at Ruth due to storm. Hydro offline until 20th.
15. December 17th – Humboldt DHHS Cal-ARP inspection with Dean Adams
16. December 21st – EAP call down drill with all agencies.
17. December 26th – Loss power at Ruth due to storms until the 28th.
18. December 28th – Hydro plant back online with one machine, unit 2 spun a wicket gate, needs repair.
19. December 29th – Maintenance install the new 6” meter and manifold for Town of Samoa, concurrently, Danco staff install a new mainline isolation valve just outside the SBPS compound.
20. December 30th
 - a. Maintenance went to Ruth to repair unit 2 wicket gate and get unit 2 back online.
 - b. Notified of a leak on Glendale Dr. right near quitting time. Maintenance and Customer service worked on the leak until 0400 on the 31st.
21. Current and Ongoing Projects
 - a. COVID 19 – Dealing with modified staffing arrangements due to COVID as best we can.
 - b. 12kV project. – A lot of work going on. Coordinating with contractors for power shutdowns, etc. as needed.
 - c. Tesla battery bank projects – Coordination meetings and design work is in progress.
 - d. Routine annual equipment maintenance and services.

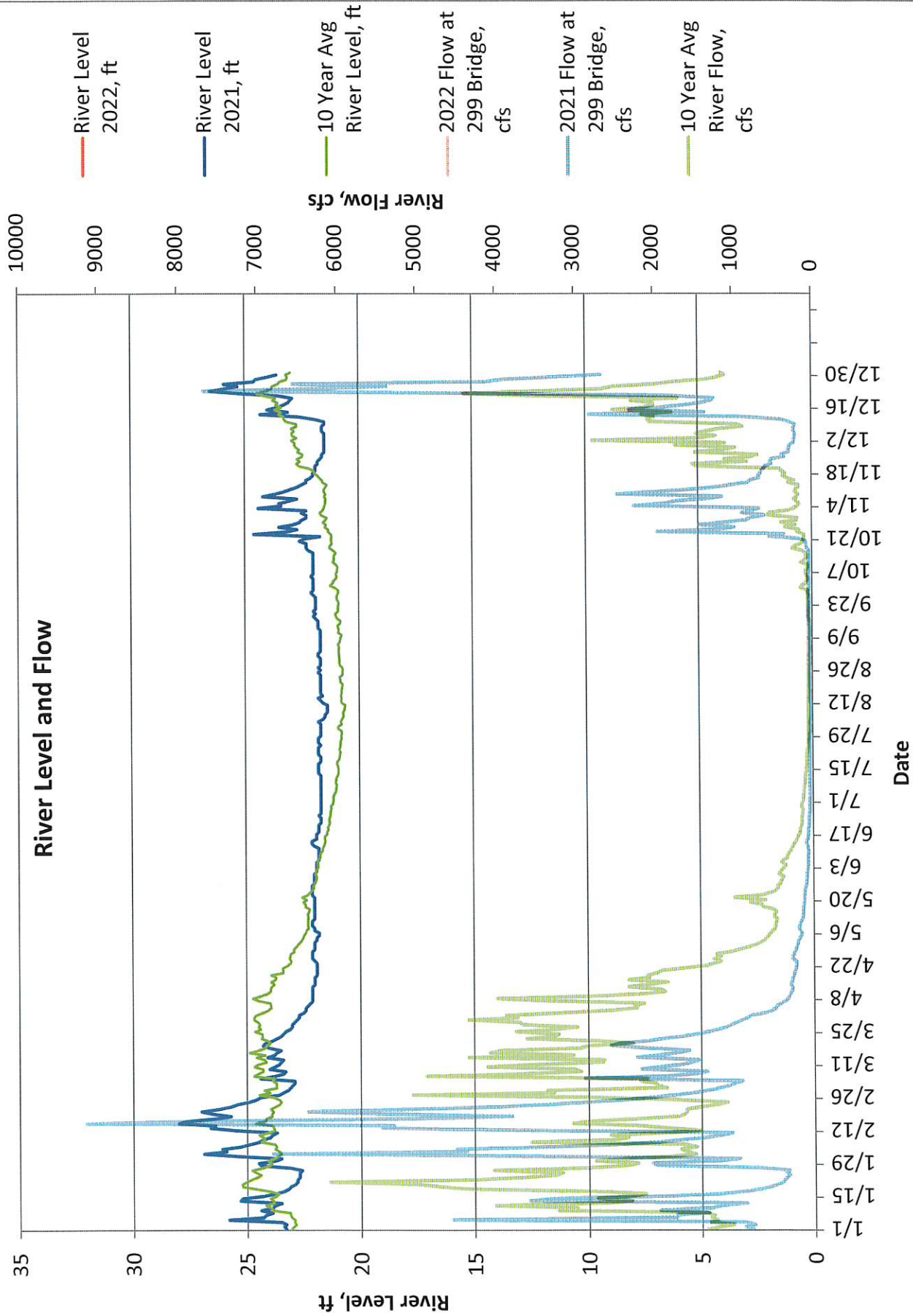
Ruth Hydro Production: kW per Month



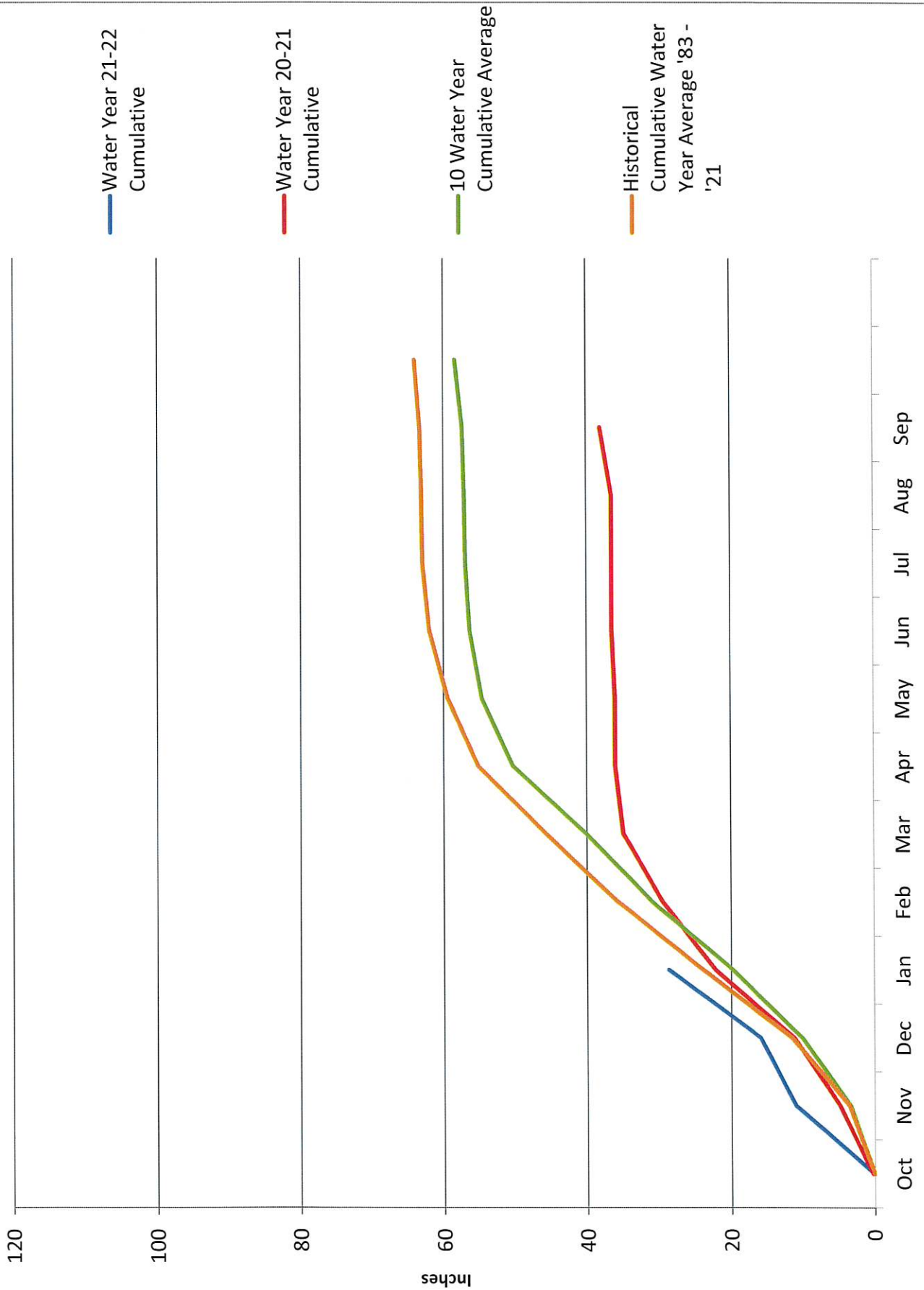


Flow at Zenia Bridge





Ruth Rainfall - Water Year 2021-2022



MANAGEMENT



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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

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

FAX 707-443-5731 707-822-8245

EMAIL OFFICE@HBMWD.COM

Website: www.hbmwd.com

BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

GENERAL MANAGER

JOHN FRIEDENBACH

*Looking for input or feedback
from Directors on content of letter.*

January 13, 2022

Attn: FWS-R8-ES-2021-0108
U.S. Fish and Wildlife Service
MS: PRB/3W,
5275 Leesburg Pike
Falls Church, VA 22041-3803

We are writing to provide comments on the Foothill Yellow-Legged Frog (NYLF), Threatened Status with Section 4(d) Rule for Two Distinct Population Segments and Endangered Status for Two Distinct Population Segments.

We concur with the determination that listing the North Coast DPS is not warranted. In addition to all of the findings in your analysis in that regard, as further evidence and justification, we respectfully provide the attached technical memorandum dated November 10, 2017 by Senior Fisheries Biologist, Dennis Halligan of Stillwater Sciences. Mr. Halligan has considerable experience and first-hand knowledge of the robust population of NYLF along the Mad River in Humboldt County, California.

HBMWD supplies wholesale treated groundwater to 88,000 people through 7 municipal agencies, and serves water to numerous other industrial and public entities in the region. HBMWD obtains water from 4 Ranney Collectors installed along the banks of the Mad River. The Collectors are large concrete caissons that extend from the surface to 80-100 ft below grade. The groundwater for these wells is recharged during river low flow summer months by releases from our impound at Ruth Lake Reservoir. Since 1962, the releases through our R. W. Matthews dam travel some 70 miles down stream providing environmental enhancement and benefit to aquatic life throughout this reach of the river, one of those being the NYLF. We believe this to be a major contributor to the robust population of NYLF within the Mad River.

We strongly support the determination that the North Coast DPS is not warranted.

We appreciate your consideration of our comments.

Respectfully,

John Friedenbach, General Manager



TECHNICAL MEMORANDUM

DATE: 10 November 2017
TO: John Friedenbach, HBMWD General Manager
FROM: Dennis Halligan, Senior Fisheries Biologist
SUBJECT: Mad River Foothill Yellow-legged Frog Information Review

1 INTRODUCTION

The Humboldt Bay Municipal Water District (District) is interested in providing the California Fish and Game Commission (Commission) information on foothill yellow-legged frogs (FYLF) in the Mad River to assist the Commission with their status review and California Endangered Species Act (CESA) listing determination of the species. To assist the District, Stillwater Sciences conducted an information review and surveys for FYLF on the Mad River during late September 2017. Stillwater Sciences also requested information on FYLF in the Mad River from the California Department of Fish and Wildlife (CDFW), Green Diamond Resource Company (GDRC), and Six Rivers National Forest (SRNF). In addition, limited surveys for FYLF were conducted in October 2017 on the lower Van Duzen and South Fork Eel rivers in conjunction with annual monitoring of fisheries habitat in reaches subject to gravel extraction activities. This memorandum details the results of the information review and surveys.

2 AVAILABLE INFORMATION

Stillwater Sciences contacted CDFW for information on FYLF on the Mad River. We were referred to CDFW (2017) and the Biogeographic Information and Observation System (BIOS), which contained summary results of recent FYLF egg mass surveys conducted on the Mad River and other documents. CDFW's summary stated that single-pass egg mass surveys were conducted in the lower Mad River during breeding season for foothill yellow-legged frog in 2011, 2012, 2015 and 2016. In 2011, CDFW surveyed 13.5 kilometers (km) of the Mad River downstream of the Mad River Hatchery, and detected 59 egg masses/km; in 2012 CDFW surveyed 14.7 km in the same reach and detected 13 egg masses/km (M. Van Hattem, pers. comm., 2016 in CDFW 2017). The 2015 and 2016 survey results were comparable (M. Van Hattem, pers. comm., 2016 in CDFW 2017).

GDRC provided Stillwater with a letter they submitted to the CDFW summarizing their FYLF survey data on the Mad River (GDRC 2017). GDRC has collected data on FYLF egg masses in a 2.2 km reach of the lower Mad River located approximately 4.8 km upstream of the Blue Lake Hatchery from 2008 to 2017. The average density over the 10 years of surveys is 258 egg masses/km. Considering that one female FYLF deposits a single egg mass, then the results of

these surveys provide a minimum estimate of female frogs. The highest density (625 egg masses/km) occurred in 2017 following a very wet winter (Figure 1). GDRC currently operates according to their Habitat Conservation Plan (HCP), which while not specific for FYLF, does afford a degree of protection from land use impacts.

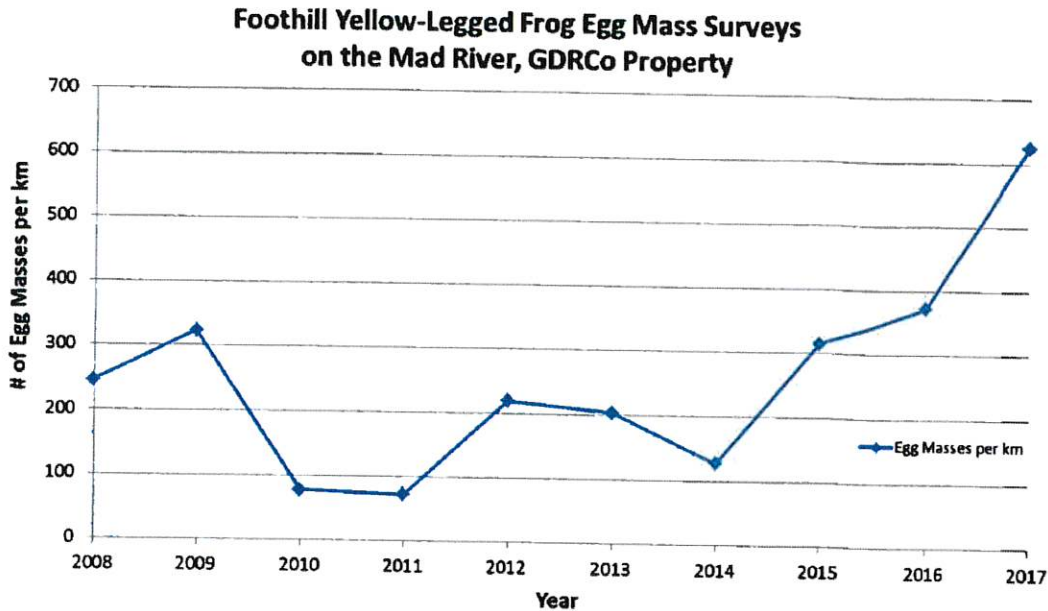


Figure 1. Foothill yellow-legged frog egg mass densities observed along the Mad River by GDRC biologists from 2008 to 2017 (GDRC 2017).

No information was received from SRNF; however, Stillwater Sciences reviewed several documents produced by the Forest. These included the Upper Mad River Watershed Analysis (SRNF 1998) and several stream surveys. The various SRNF documents did not discuss specific numbers of egg masses or individuals, but they did mention that FYLF were widespread in the upper watershed.

3 SURVEYS

Stillwater Sciences conducted a series of single-pass FYLF surveys from September 25 to October 5, 2017 along specific reaches on the lower Mad, Van Duzen, and South Fork Eel rivers. These surveys counted individual FYLF encountered within the gravel mining reaches of these rivers. The Mad River survey covered five reaches totaling 11 km and recorded 1,285 individual post-metamorphic FYLF (Figure 2), of which approximately 90 percent were sub-adults and 10 percent were adults. This equates to a density of 117 frogs per km. A total of 344 FYLF were recorded in two reaches covering 2.8 km of the lower Van Duzen River (Figure 3), which is equal to a density of 129 frogs/km. A total of 118 FYLF were recorded on a single 2.2-km reach of the South Fork Eel River (Figure 4), which equates to a density of 54 frogs/km. These numbers should be considered minimums because both sides of the rivers, some wetted off-channel areas, and tributaries containing suitable habitats were not surveyed. In addition, observations of adult frogs may be low because females likely only breed once in a given year and depart from the breeding areas shortly following oviposition (Wheeler et al. 2006).

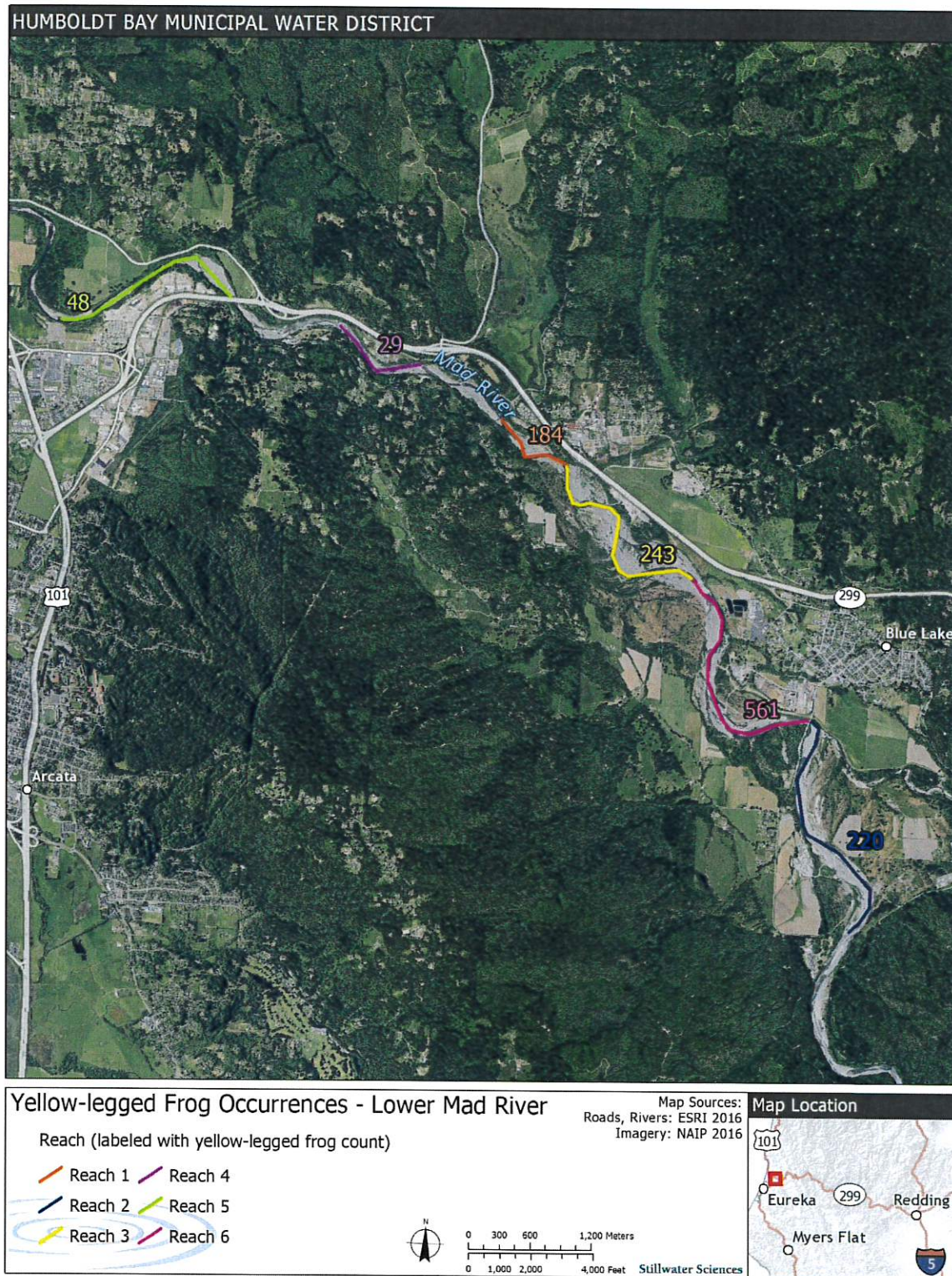


Figure 2. Foothill yellow-legged frog occurrences in the Mad River survey reaches.

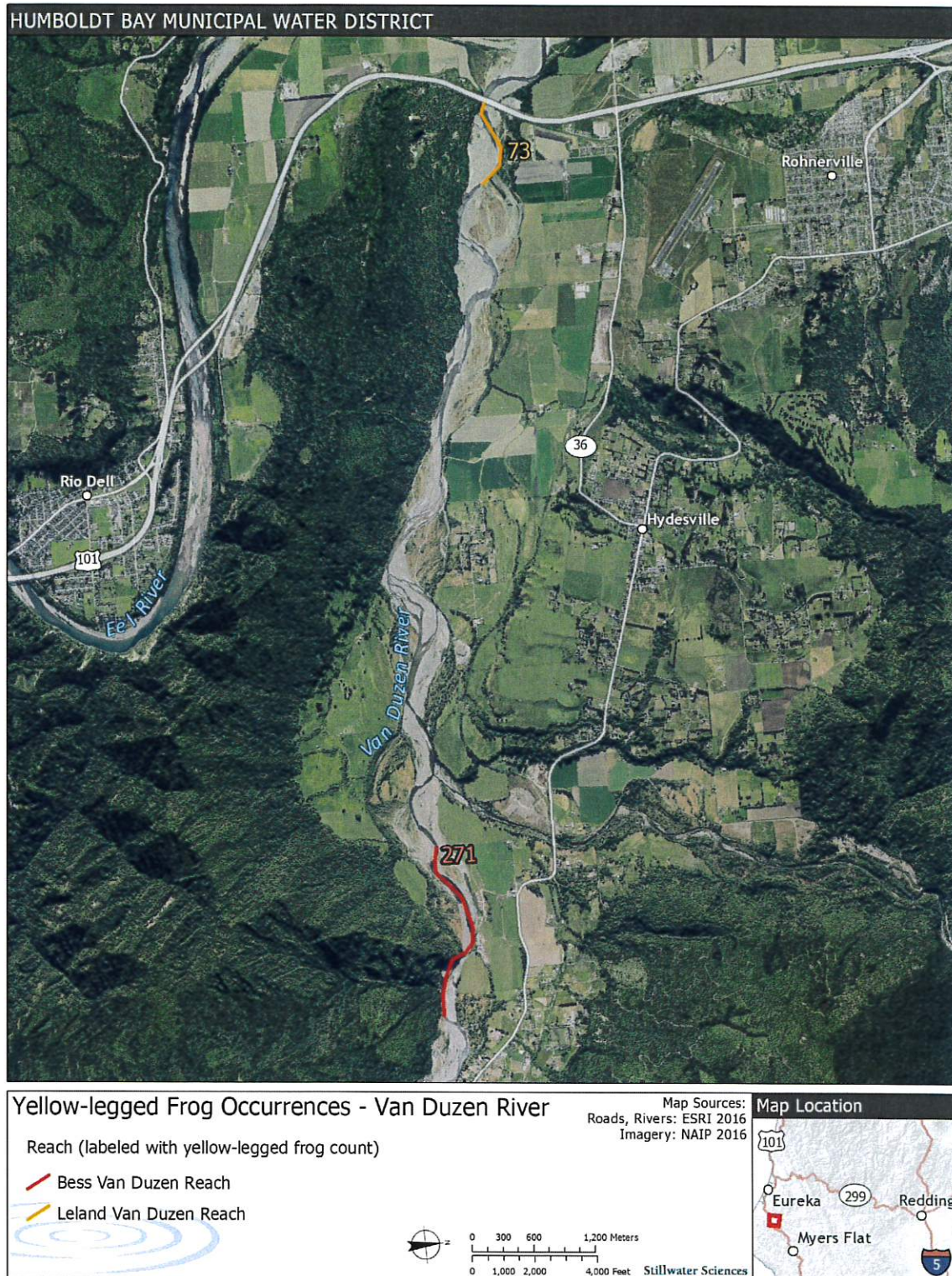


Figure 3. Foothill yellow-legged frog occurrences in the Van Duzen River survey reaches.



Figure 4. Foothill yellow-legged frog occurrences in the South Fork Eel River survey reach.

4 DISCUSSION

Based upon the information reported by CDFW, GDRC, SRNF, and Stillwater Sciences, the Mad River appears to support a very robust and widespread population of FYLF. One reason for the strong population on the mainstem Mad River may be that the flow over the Matthews Dam spillway and release schedule maintained by the District generally mimics the natural decrease in the spring hydrograph. A near-natural hydrograph is maintained in the river while the spillway is overtopped and the subsequent release schedule creates stable edgewater habitat conditions along approximately 85 miles of the mainstem Mad River downstream of the dam. The spring and early summer hydrograph in the river increases the likelihood of survival for the egg-through-metamorphosis life history stages. The Mad River regulated hydrograph is unlike many dam-regulated river systems, which are subject to recreational or power demand ramping flows that have the potential to scour out egg masses and larvae (tadpoles). These types of ramping flows (not present on the Mad River) have been identified as a significant adverse factor for the decreasing FYLF populations in many parts of California (CDFW 2017).

The District's operations are also conducted in compliance with their HCP, State Consistency Determination for Coho Salmon, and Long-term Lake and Streambed Alteration Agreement. These regulatory documents require a minimum flow level in the river and other protections that are beneficial for FYLF. In addition, the District has embarked on a program to dedicate a portion of their water right for instream environmental benefit as allowed under Section 1707 of the California Water Code. Once implemented, these environmental flow releases will help buffer the effects of climate change, which has been identified as a threat to FYLF by CDFW (2017).

The limited data collected on the Van Duzen and South Fork Eel rivers also show relatively high counts of FYLF, which support statements in Center for Biological Diversity (2016) and CDFW (2017). The Center for Biological Diversity (2016) stated "The largest foothill yellow-legged frog populations in California are in the north coast range, with healthy populations scattered throughout the region. The strongholds for the species are in the Smith River, Red Cap Creek tributary of the Klamath River, South Fork Trinity River, South Fork Eel River, Redwood Creek, coastal tributaries in Mendocino County, and Russian River tributaries."

5 CONCLUSION

In conclusion, the information above indicates that the FYLF populations in the Mad River, and possibly Humboldt County, are robust and capable of withstanding occasional environmental perturbations, as evidenced by their persistence in large numbers after the 2012–2016 drought. In addition, existing and planned regulatory tools (HCPs, LTSAA, and Section 1707 environmental flow dedication) promote FYLF habitat protection and future environmental resiliency in the face of climate change.

6 REFERENCES

CDFW (California Department of Fish and Wildlife). 2017. Evaluation of the petition from the Center for Biological Diversity to list the foothill yellow-legged frog (*Rana boylei*) as threatened under the California Endangered Species Act. Report to the Fish and Game Commission. Sacramento, California.

Center for Biological Diversity. 2016. Petition to list the foothill yellow-legged frog (*Rana boylei*) as threatened under the California Endangered Species Act. Submitted to the Fish and Game Commission. Oakland, California.

GDRC (Green Diamond Resource Company). 2017. Information relevant to a proposal to list the Foothill Yellow-legged Frog as threatened under the California Endangered Species Act. Letter submitted to the California Department of Fish and Wildlife.

SRNF (U.S. Department of Agriculture, National Forest Service, Six Rivers National Forest). 1998. Upper Mad River Watershed Assessment. Eureka, California.

Wheeler, C., H. Welsh, and T. Roelofs. 2006. Oviposition site selection, movement, and spatial ecology of the foothill yellow-legged frog (*Rana boylei*). Final Report for the California Department of Fish and Game. Contract No. P0385106. Arcata, California.

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[Docket No. FWS-R8-ES-2021-0108;
FF09E21000 FXES1111090FEDR 223]

RIN 1018-BE90

Endangered and Threatened Wildlife and Plants; Foothill Yellow-Legged Frog; Threatened Status With Section 4(d) Rule for Two Distinct Population Segments and Endangered Status for Two Distinct Population Segments

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Proposed rule.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), propose to list four of six distinct population segments (DPSs) of the foothill yellow-legged frog (*Rana boylei*), a stream dwelling amphibian from Oregon and California, under the Endangered Species Act of 1973 (Act), as amended. This determination also serves as our 12-month finding on a petition to list the foothill yellow-legged frog. After a review of the best scientific and commercial information available, we find that listing the South Sierra and South Coast DPSs as endangered and the North Feather and Central Coast DPSs as threatened is warranted. Accordingly, we propose to list these four DPSs under the Act, with the South Sierra and South Coast DPSs listed as endangered species, and the North Feather and Central Coast DPSs listed as threatened species. Our proposal to list the North Feather and Central Coast DPSs as threatened species also includes a rule issued under section 4(d) of the Act for each of these two DPSs. If we finalize this proposed rule for these four DPSs, we will then add them to the List of Endangered and Threatened Wildlife and extend the Act's protections to them. We have determined that designation of critical habitat for these four DPSs is not determinable at this time. We have also determined that the North Coast DPS (in Oregon and northern California) and the North Sierra DPS (in Yuba, Sierra, Nevada, and Placer Counties, California) of the foothill yellow-legged frog do not warrant listing at this time.

DATES: We will accept comments received or postmarked on or before February 28, 2022. Comments submitted electronically using the Federal eRulemaking Portal (see ADDRESSES, below) must be received by 11:59 p.m. Eastern Time on the closing date. We

must receive requests for a public hearing, in writing, at the address shown in **FOR FURTHER INFORMATION CONTACT** by February 11, 2022.

ADDRESSES: You may submit comments by one of the following methods:

(1) *Electronically:* Go to the Federal eRulemaking Portal: <http://www.regulations.gov>. In the Search box, enter the docket number or RIN for this rulemaking (presented above in the document headings). For best results, do not copy and paste either number; instead, type the docket number or RIN into the Search box using hyphens. Then, click on the Search button. On the resulting page, in the Search panel on the left side of the screen, under the Document Type heading, check the Proposed Rule box to locate this document. You may submit a comment by clicking on "Comment."

(2) *By hard copy:* Submit by U.S. mail to: Public Comments Processing, Attn: FWS-R8-ES-2021-0108, U.S. Fish and Wildlife Service, MS: PRB/3W, 5275 Leesburg Pike, Falls Church, VA 22041-3803.

We request that you send comments only by the methods described above. We will post all comments on <http://www.regulations.gov>. This generally means that we will post any personal information you provide us (see Information Requested, below, for more information).

FOR FURTHER INFORMATION CONTACT: Michael Fris, Field Supervisor, U.S. Fish and Wildlife Service, Sacramento Fish and Wildlife Office, 2800 Cottage Way, Sacramento, CA 95825; telephone 916-414-6700. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service at 800-877-8339.

SUPPLEMENTARY INFORMATION:

Executive Summary

Why we need to publish a rule. Under the Act, a species warrants listing if it meets the definition of an endangered species (in danger of extinction throughout all or a significant portion of its range) or a threatened species (likely to become endangered in the foreseeable future throughout all or a significant portion of its range). If we determine that a species warrants listing, we must list the species promptly and designate the species' critical habitat to the maximum extent prudent and determinable. We have determined that the South Sierra and South Coast DPSs meet the definition of an endangered species and the North Feather and Central Coast DPSs meet the definition of threatened species; therefore, we are proposing to list them as such. We have

determined that designation of critical habitat for these four DPSs is not determinable at this time. We have determined that listing the North Coast and North Sierra DPSs is not warranted at this time. Both listing a species as an endangered or threatened species and designating critical habitat can be completed only by issuing a rule through the Administrative Procedure Act rulemaking process.

What this document does. We propose to list two DPSs as endangered species (South Sierra and South Coast DPSs) and two DPSs as threatened species (North Feather and Central Coast DPSs) under the Act. We also propose a rule under section 4(d) of the Act for each of those DPSs we are proposing to list as threatened species.

The basis for our action. Under the Act, we may determine that a species is an endangered or threatened species because of any of five factors: (A) The present or threatened destruction, modification, or curtailment of its habitat or range; (B) overutilization for commercial, recreational, scientific, or educational purposes; (C) disease or predation; (D) the inadequacy of existing regulatory mechanisms; or (E) other natural or manmade factors affecting its continued existence. We have determined that the following threats are driving the status of the foothill yellow-legged frog: Altered hydrology (largely attributable to dams, water diversions, channel modifications), nonnative species, and the effects of climate change (exacerbating drought, high-severity wildfire, extreme flood conditions). Other threats currently impacting the species include disease and parasites, agriculture (including pesticide drift), mining, urbanization (including development and roads) and recreation.

Section 4(a)(3) of the Act requires the Secretary of the Interior (Secretary) to designate critical habitat concurrent with listing to the maximum extent prudent and determinable. Due to a court-ordered settlement agreement for completing our 12-month finding for the species, we have not been able to obtain the necessary economic information needed to develop a proposed critical habitat designation for the foothill yellow-legged frog. Therefore, we find that designation of critical habitat for this species is currently not determinable. Once we obtain the necessary economic information, we will propose a critical habitat designation for the species.

Information Requested

We intend that any final action resulting from this proposed rule will be



For Immediate Release, December 27, 2021

Contact: Jeff Miller, (510) 499-9185, jmiller@biologicaldiversity.org

Four California Frog Populations Proposed for Endangered Species Act Protection

SACRAMENTO— In response to a Center for Biological Diversity petition and lawsuit, the U.S. Fish and Wildlife Service today proposed Endangered Species Act protection for four populations of foothill yellow-legged frogs in the Sierra Nevada and central and Southern California. This stream-dwelling frog species has disappeared from more than 50% of its historic habitat in the state.

“At last these little lemon-legged frogs, who are such an integral part of our natural stream ecosystems, have gotten the protection they need to survive,” said Jeff Miller, a senior conservation advocate at the Center. “Protecting these precious creatures will also help safeguard the coastal and Sierra foothill rivers and creeks we all rely on for clean drinking water and recreation.”

The Service has proposed listing foothill yellow-legged frog populations in the Southern Sierra Nevada and Southern California Coast as endangered and the North Feather River and Central California Coast populations as threatened. A population in the Northern Sierra Nevada is not proposed for federal protection but was listed as a state threatened species in 2019.

Foothill yellow-legged frogs were once found in many streams and rivers along the lower western slopes of the Sierra Nevada as well as in Pacific Coast drainages from the Oregon border to at least as far south as Los Angeles County. The species has now disappeared from more than half of its former California range.

These frogs are threatened by a wide range of activities and processes that damage their habitat, including dams and water diversions that alter stream hydrology, high-severity wildfires, flooding, logging, mining, livestock grazing, urban development and marijuana cultivation. They are also harmed by invasive species, climate change, disease and pesticide use.

The Service proposed rules to prohibit “take” or harm of the frogs through collecting, habitat destruction, harmful water diversions or stream channel modifications, livestock grazing that damages riparian habitat, introduction of invasive bullfrogs or fish into yellow-legged frog habitat, and pesticide applications that violate label restrictions. Exemptions from take prohibitions are proposed for wildfire prevention, logging under established forest or fuels management plans that include measures to minimize impacts to frogs and their habitat, stream habitat restoration, removal of illegal cannabis cultivation sites, removal of invasive

species, and State of California activities and projects designed to conserve foothill yellow-legged frogs.

Background

Adult foothill yellow-legged frogs (*Rana boylei*) are from 1.5 to 3 inches long, with a distinctive lemon-yellow color under their legs. They inhabit partially shaded, rocky streams that flow year-round, and their life cycle is synchronized with the seasonal timing of streamflow conditions. These frogs need perennial water where they can forage through the summer and fall months.

The Northern Sierra population ranges from the Middle Fork American River in El Dorado County, north through the Sierra foothills to the upper Yuba River watershed in Plumas County. The Southern Sierra population ranges from the South Fork American River watershed, south through the Sierra foothills to the Tehachapi Mountains. The genetically unique Feather River population is primarily in Plumas and Butte counties.

At least half the known historical frog populations have been lost in every northern and central Sierra county except for Plumas. Healthy frog populations remain in the northern and central Sierras in the American, Clavey, Cosumnes, Feather, Merced, Mokelumne, Stanislaus, Tuolumne and Yuba rivers.

The Central Coast population lives in streams in the East Bay and south of San Francisco Bay in the Coast Ranges to San Benito and Monterey counties. Significant foothill yellow-legged frog populations remain in the Diablo Range. The South Coast population is west of the Salinas Valley in Monterey County and south into the southern Coast Ranges. These frogs have now disappeared from all coastal streams south of San Luis Obispo County.

The Center petitioned in 2012 to protect the foothill yellow-legged frog under the federal Endangered Species Act and in 2016 for protection under the California Endangered Species Act. The California Fish and Game Commission in 2019 listed the Southern Sierra, Central Coast and South Coast populations as endangered, and the Northern Sierra and Feather River populations as threatened. Both federal and state wildlife authorities have determined that foothill yellow-legged frogs in California's North Coast and Oregon do not currently warrant protection.

Several related populations of yellow-legged frogs that are distinct species living in high-elevation streams and lakes in the Sierra Nevada have previously been listed as endangered. The Sierra Nevada yellow-legged frog (*Rana sierrae*) and a Northern Sierra population of the mountain yellow-legged frog (*Rana muscosa*) were listed as endangered in 2014, and a Southern California population of mountain yellow-legged frogs was listed as endangered in 2002.



Foothill yellow-legged frog. [Image is available for media use.](#)

The Center for Biological Diversity is a national, nonprofit conservation organization with more than 1.7 million members and online activists dedicated to the protection of endangered species and wild places.

Arizona • California • Colorado • Florida • N. Carolina • New York • Oregon • Virginia • Washington, D.C. • La Paz, Mexico

BiologicalDiversity.org

Digital 299 Broadband Project

H.B.M.W.D. JAN 06 2021

Project Information and Background

Vero Fiber Networks, a certified telecommunications service provider, is proposing to install fiber optic cable in Northern California along California State Route 299 (SR-299) from Eureka to Cottonwood.

The public was last contacted about the Project in 2019 when involved agencies collected comments during public scoping. The Project was put on hold for most of 2020, with a new proponent—Vero Fiber Networks—picking up the Project as the new owner to continue permitting and building Digital 299 as planned with minimal changes.

This newsletter is to inform you that the National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) document is ready for public review. The NEPA/CEQA document is a technical report analyzing the potential environmental effects of the Project. This report will be used by public agencies to support their decisions and authorizations.

We invite you to review the document and submit comments that you would like agencies to consider in their decision-making. Instructions for how to provide comments are included in this newsletter.

Project Location and Timeline

The Project alignment generally follows SR-299 from Eureka to Redding, and south to Cottonwood. This primary “backbone” alignment will be built as Phase I of the Project, estimated to begin construction in June or July 2022. Last-mile connections serving communities along the “backbone” will be built as Phase II of the project once Phase I is complete.

Data collection and technical studies were nearly complete when work on the Project was put on hold in 2020. Those efforts have been refreshed and completed in 2021. The results of those studies are being summarized for the public in the NEPA/CEQA document as part of this review phase.

How to Access the NEPA/CEQA Document

Electronic copies are available for download at the California Public Utilities Commission (CPUC), Shasta-Trinity National Forest (STNF), and Bureau of Land Management (BLM) Project websites:

CPUC: <https://ia.cpuc.ca.gov/environment/info/transcon/>

STNF: <https://www.fs.usda.gov/project/?project=56456>

BLM: <https://eplanning.blm.gov/eplanning-ui/project/2017155/510>

Hard copies are available at locations near Redding, Lewiston, Weaverville and Eureka (specific addresses provided below).

You can email Andrew Barnsdale or Tommy Alexander to request an electronic copy emailed directly to you:

- andrew.barnsdale@cpuc.ca.gov
- talexander@transcon.com

Getting Involved or Making Comments

How to Provide Comments

We welcome your comments on the Digital 299 NEPA/CEQA document. You can provide comments in the following ways:

- Complete and mail the enclosed pre-addressed comment form (note that postage is required)
- Call (888)-241-1890 and leave a detailed voice message; or
- Email your comment to either of the following individuals:
 - andrew.barnsdale@cpuc.ca.gov
 - talexander@transcon.com

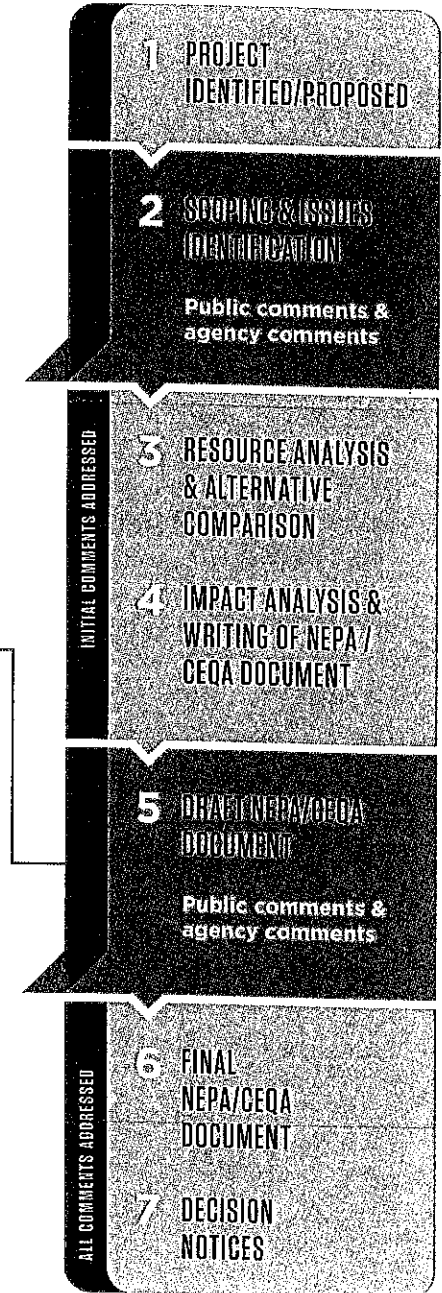
The comment period is 30 days; comments must be received or post-marked no later than **February 2, 2022** for agencies to consider your input.

Comments are due by February 2, 2022.

FOR MORE INFORMATION

For more Project information, please visit:
<https://ia.cpuc.ca.gov/environment/info/transcon/>

PROJECT PROCESS



ENCLOSED:

Digital 299 Alignment Map
Comment Form

Hard copies of the NEPA/CEQA document are available at the following locations:

Redding City Hall
777 Cypress Avenue
Redding, CA 96001

Lewiston Community Cen.
130 Texas Avenue
Lewiston, CA 96052

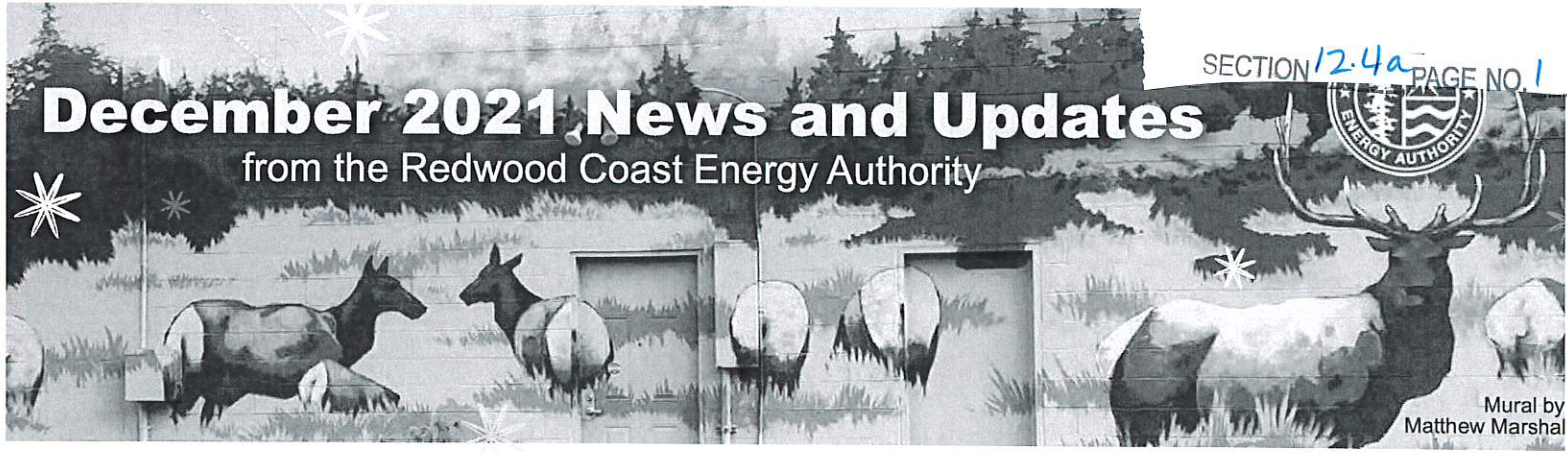
Trinity County Library
351 Main Street
Weaverville, CA 96093

Humboldt Bay Aquatic Cen.
921 Waterfront Drive
Eureka, CA 95501

RREDC/RCEA

December 2021 News and Updates

from the Redwood Coast Energy Authority



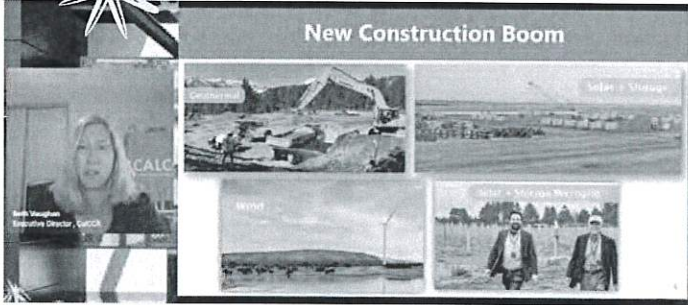
Power Resources updates

- The Power Resources Team is working with a Board Committee to create a shortlist of potential projects for a Mid-Term Reliability Resource solicitation for new, non-fossil fuel energy sources.
- RCEA and Sonoma Clean Power are planning to work together to deliver renewable energy from Northern California to the rest of the state. The agreement will be considered by the Board at an upcoming meeting.
- The RCEA Board Procurement Oversight Committee will evaluate offers for California Community Power's Firm Clean Resource solicitation this month. The effort is expected to result in new in-state or out-of-state geothermal and/or biomass capacity to deliver power by summer 2026, following CPUC procurement targets.
- The Redwood Coast Airport Microgrid is expected to become certified as a Renewable Portfolio Standard-eligible facility by the California Energy Commission this month.



On December 3, RCEA Manager of Human Resources & Workforce Development Patrick Owen toured the Operating Engineers Local 3 Journeymen and Apprentice Training Center in Sloughouse, CA, with representatives from Ocean Winds, Principle Power, Aker, EDPR, HSU and Schatz Energy Research Center, Humboldt County Economic Development Division and several Humboldt-based general contractors.

2021 to date			November 2021	
Residential EV Charging Equipment REBATE 6 approved	Electric Vehicles REBATE 17 approved	Heat Pumps REBATE 20 approved	Non-Res Services ASSESSMENTS 7 completed	Residential Services ASSESSMENTS 16 consultations 10 residential kits



POWERING FORWARD - CalCCA held its first virtual annual conference this month. More than 470 Community Choice Energy program leaders from across the state attended to discuss critical issues facing California's energy sector. CCEs, once thought of as the new kids on the energy block, then "the cool kids," have grown up to be "the big kids"! Find the meeting recordings and details here:

<https://cal-cca.org/public-events/2021-annual-meeting/>



RCEA's transportation team is working on a Medium and Heavy Duty Zero Emission Vehicle Infrastructure Planning Grant.

This project will determine the most effective ways to increase MD/HD ZEV use on the North Coast, install advanced fueling infrastructure in our rural setting, and engage key regional stakeholders through partnerships and outreach.

Customer Energy Solutions updates

Custom solutions for local businesses. Our team is working hard to deliver a variety of new energy efficiency and electrification programs to our non-residential customers. Businesses that work with our trusted Energy Advisors can get help with interior and exterior lighting, equipment upgrades, refrigeration, HVAC, rate analysis, referrals, access to rebates and incentives, and much more. To spread the word and maximize the benefits to our community, **RCEA will donate \$100 to Food for People on behalf of each business** that schedules an assessment. Email programs@RedwoodEnergy.org or call us.

Community Grid Program with Swell Energy is making progress with four customers enrolled.

RCEA's Contractor & Vendor Network open enrollment continues - seven have signed up so far.

RCEA Partner Contractor - SacTown Contractors will install for the RCEA direct install programs.

Workforce education and training - We're making sure new energy jobs can go to local skilled workers.

Rural Regional Energy Network - We're developing a 5-year program to begin in 2023.

Mobile Home Solar We're planning implementation with our project partners.

Heat Pump Installations RCEA was awarded a \$99,500 grant for heat pump installation rebates.

Ongoing Agency Projects

City of Ferndale - solar and lighting

Yurok Tribe - multiple project locations

City of Rio Dell - solar, storage, generator

Southern Humboldt Unified School District - solar

Eureka City Schools - solar, storage, EV bus charger

Arcata Elementary - carbon monoxide monitors and HVAC assessment

Coastal Grove Charter - carbon monoxide monitors and HVAC assessment

Redwood Coast Montessori - carbon monoxide monitors and HVAC assessment

CA Redwood Coast Humboldt County Airport - exterior lighting project, interior tube lights

Join us online





Redwood Coast Energy Authority
633 3rd Street, Eureka, CA 95501

Phone: (707) 269-1700 Toll-Free (800) 931-7232 Fax: (707) 269-1777
E-mail: info@redwoodenergy.org Web: www.redwoodenergy.org

SECTION 12.4a PAGE NO. 3

BOARD OF DIRECTORS MEETING AGENDA

December 16, 2021 -Thursday, 3:30 p.m.

COVID-19 NOTICE

RCEA AND HUMBOLDT BAY MUNICIPAL WATER DISTRICT OFFICES WILL NOT BE OPEN TO THE PUBLIC FOR THIS MEETING

Pursuant to the AB 361 Brown Act open public meeting law revisions signed into law on September 17, 2021, and Governor Newsom's State of Emergency Proclamation of March 4, 2020, this meeting will not be convened in a physical location. Board members will participate in the meeting via an online Zoom video conference.

To listen to the meeting by phone, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051. **To watch the meeting online**, join the Zoom webinar at <https://us02web.zoom.us/j/81972368051>.

You may submit written public comment by email to PublicComment@redwoodenergy.org. Please identify the agenda item number in the subject line. Comments will be included in the meeting record but not read aloud during the meeting.

To make a comment during the public comment periods, raise your hand in the online Zoom webinar, or press star (*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will unmute your phone or computer. You will have 3 minutes to speak.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

In compliance with the Americans with Disabilities Act, any member of the public needing special accommodation to participate in this meeting should call (707) 269-1700 or email Ltaketa@redwoodenergy.org at least 3 business days before the meeting. Advance notice enables RCEA staff to make their best effort to reasonably accommodate access to this meeting while maintaining public safety.

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board of Directors, including those received less than 72 hours prior to the RCEA Board meeting, will be made available to the public at www.redwoodenergy.org.

OPEN SESSION Call to Order

1. REPORTS FROM MEMBER ENTITIES

2. ORAL COMMUNICATIONS

This time is provided for people to address the Board on matters not on the agenda. At the conclusion of all oral 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.

3. CONSENT CALENDAR

All matters on the Consent Calendar are considered to be routine by the Board and are enacted in 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.

3.1 Approve Minutes of November 18, 2021, Board Meeting.

3.2 Approve Disbursements Report.

3.3 Accept Financial Reports.

3.4 Authorize Extension of RCEA Resolution 2021-7 Ratifying Governor Newsom's March 4, 2021, State of Emergency Proclamation and Authorizing Remote Teleconference Meetings of RCEA's Legislative Bodies for the Period December 29, 2021, through January 27, 2022, Pursuant to Brown Act Revisions.

3.5 RCEA Public Agency Coalition Enterprise (PACE) Board of Directors Representative Amendment

3.5.1 Repeal Resolution 2020-7 Designating the Official Representative and Alternate Representative to the PACE JPA Board of Directors

3.5.2 Adopt Resolution 2021-8 - Designation of the Official Representative and Alternate Representative to the PACE JPA Board of Directors, and

3.5.3 Authorize the Deputy Executive Director to Sign All Applicable Documents.

3.6 Approve Resolution 2021-9 Authorizing the RCEA Deputy Executive Director Access to Criminal History Information for Personnel Administration Purposes.

3.7 Adopt Resolution 2021-10 Updating Financial Management Policy to Reflect Staff Position and Duty Changes.

4. REMOVED FROM CONSENT CALENDAR ITEMS

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

5. NEW BUSINESS

5.1. Humboldt Area Foundation CORE Hub presentation by Amy Jester, Humboldt Area Foundation Health and Nonprofit Resources Program Manager, and Jana Ganion, Blue Lake Rancheria Sustainability and Government Affairs Director

5.2. Community Advisory Committee Proposed 2022 Work Goals

Discuss and provide guidance on 2022 Community Advisory Committee work goals.

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

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

6. OLD CCE BUSINESS – None.

7. NEW CCE BUSINESS – None.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

8. OLD BUSINESS – None.

9. NEW BUSINESS – None.

10. STAFF REPORTS

10.1. Report from Executive Director on Offshore Wind, Agency Updates and Bridge Loan

11. FUTURE AGENDA ITEMS

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

12. CLOSED SESSION

12.1. Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b)(1): Executive Director.

11. RECONVENE TO OPEN SESSION

12. CLOSED SESSION REPORT

13. ADJOURNMENT

NEXT REGULAR MEETING

Thursday, January 27, 2022, 3:30 p.m.

This meeting will be an online teleconference following AB 361 Brown Act open public meeting law revisions of September 17, 2021, and RCEA Board Resolution 2021-7.

Public Comment

2 - Oral Communications on Items
Not Included in the Agenda

From: NorCal Broads
To: Administrator; Lori Taketa; Nancy Stephenson
Subject: Selection of Renewable Energy Providers and Contracts
Date: Monday, December 6, 2021 7:04:52 PM

Dear Directors of Redwood Coast Energy Authority,

Thank you for your management and lead role in community choice energy aggregation to secure alternative energy supply contracts. Your choices of power generation sources on behalf of your consumers are essential to lower costs and managing a green generation portfolio are necessary to secure climate resiliency and a transformed economy. The decisions you make today must be made with urgency, conviction and careful consideration as matters of public trust, fiduciary responsibility, transparency and with the best scientific available information.

As you select sources for alternative renewable energy for your communities of consumers, it is necessary that you consider the location of renewable energy generation projects.

I am writing to you on behalf of Great Old Broads for Wilderness. *Great Old Broads for Wilderness (Broads) is a national grassroots organization, led by women, that engages and inspires activism to preserve and protect wilderness and wild lands. Conceived by older women who love wilderness, Broads gives voice to the millions of Americans who want to protect their public lands and wilderness for future generations. We bring knowledge, leadership, and humor to the wilderness preservation movement. **Also, we are educating communities about the critical connection between healthy public lands and climate change mitigation as stated in our Climate Position Statement.***

We want to draw your attention to the essential role that undisturbed desert soils play in carbon sequestration. As climate change continues to accelerate, it is essential to protect natural habitats that act as carbon sinks. When these areas are developed and disturbed,

additional carbon is released into the air and the plants and soils in those ecosystems are impacted, reducing their ability to absorb and store carbon. Studies around the world have shown that desert ecosystems can act as important carbon sinks. Per a 10- year study in the Mojave Desert at the Nevada Desert Free-Air CO₂ Enrichment Facility (NDFF), deserts store 9.7% of California carbon. This study and its implications can be found in the document *Science Brief Climate Mitigation in California, the Importance of Conserving Carbon in Deserts*. ***Therefore, appropriate siting of renewable energy generation facilities must avoid disturbance of desert soils and these projects are best suited near transportation corridors, on brownfields and integrated with agricultural usage whenever possible.***

Secondly, we are advocates of maintaining support of rooftop solar and the programs that accelerate its installation and access by consumers. In our urgent race against climate change, rooftop solar is a tool that must be in our clean energy toolbox. We will not be able to meet our renewable energy goals without rigorous support of rooftop solar, which should include a strong net metering program, no penalty fees for installing solar panels, and support of employment in the green energy sector. Our transformation to a clean energy future requires investment in the community of consumers' ability to generate electricity. Furthermore, rooftop solar reduces the need for transmission lines and disturbance of public lands for renewable energy projects as referenced in our *Climate Position Statement*.

The Northern California and Southern California chapters of Great Old Broads for Wilderness ask that you carefully select your investments and contracts and make project location part of your vetting and selection criteria. Intact wildlands sequester carbon and wild public lands should be prioritized for carbon storage, mitigating climate change, biodiversity, and promoting resilient landscapes.

We look forward to your reply and careful consideration of your decisions as public stewards.


Respectfully,

Maureen Forney

she/her

San Leandro/Bear Valley (Alpine County)

California Volunteer Advocate

 *(text only please, with your name)*

norcalbroads@gmail.com

Great Old Broads for Wilderness



BOARD OF DIRECTORS MEETING DRAFT MINUTES

November 18, 2021 - Thursday, 3:30 p.m.

Notice of this meeting was posted on November 15, 2021. Chair Sheri Woo called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:32 p.m., stating that the teleconference meeting was being conducted pursuant to the AB 361 Brown Act open public meeting law revisions signed into law on September 16, 2021, and Governor Newsom's State of Emergency Proclamation of March 4, 2020. Chair Woo stated that the posted agenda contained public teleconference meeting participation instructions.

PRESENT: Vice Chair Stephen Avis, Scott Bauer, Chris Curran, David Grover, Mike Losey, Sarah Schaefer, Frank Wilson, Chair Sheri Woo. ABSENT: Mike Wilson. STAFF AND OTHERS PRESENT: Power Resources Director Richard Engel; RCEA Consultant Michael Furniss; Power Resources Manager Jocelyn Gwynn; The Energy Authority Client Services Manager Jaclyn Harr; Executive Director Matthew Marshall; Customer Service Coordinator Summer Sanderson; Clerk of the Board Lori Taketa.

There were no reports from member entities nor comments from the public on non-agenda items. Chair Woo closed the non-agenda item public comment period.

CONSENT CALENDAR

- 3.1 Approve Minutes of October 28, 2021, Board Meeting.
- 3.2 Approve Disbursements Report.
- 3.3 Accept Financial Reports.
- 3.4 Accept Quarterly Budget Report (Q1).
- 3.5 Authorize Chair Woo to Finalize and Send a Letter to Senator Mike McGuire Expressing Support for the Great Redwood Trail and Opposition to New Coal Export Facilities and Infrastructure.
- 3.6 Authorize Extension of Resolution No. 2021-7 Ratifying Governor Newsom's March 4, 2020, State of Emergency Proclamation and Authorizing Remote Teleconference Meetings of RCEA's Legislative Bodies, for the Extension Period November 28, 2021, Through December 28, 2021, Pursuant to Brown Act Revisions of AB 361.
- 3.7 Approve Expanding the Mission of the Existing Long-Duration Storage Ad Hoc Committee to Encompass Review of California Community Power's Firm Clean Energy Resources Solicitation.
- 3.8 Approve Contracting with Breadcrumb Cybersecurity for a Total of \$24,375 to Perform a Data Security Assessment and Authorize the Executive Director to Develop and Execute the Contract and All Associated Documents.

3.9 Approve Accepting Technology and Equipment for Clean Heating Initiative Quick Start Grant Program Funds and Authorize the Executive Director to Execute a Contract for the Grant and Any Associated Documents.

No director nor member of the public requested items be removed from the consent calendar.

M/S: Grover, Losey: Approve all consent calendar items.

The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson, Woo. Noes: None. Absent: M. Wilson. Abstain: None.

Chair Woo confirmed there was a quorum to conduct CCE business.

OLD CCE BUSINESS

6.1 Energy Risk Management Quarterly Report

The Energy Authority Client Services Manager Jaclyn Harr reported on the significantly improved net revenue forecast for RCEA in 2022 due to anticipated changes in the power charge indifference adjustment (PCIA) exit fee and PG&E rates. The Board was advised to maintain the current rate discount relative to PG&E's rates at least through mid-2022 and build reserves to weather uncertain energy market and regulatory conditions. RCEA will face a cash shortfall for at the beginning of 2022 due to a lag between when bills for procuring energy and environmental energy products are due and when rate payer revenue is received.

Staff is investigating a line of credit or short-term loan to bridge the budget shortfall period. Like other CCAs, RCEA has been affected by high energy prices, high PCIA rates, and pandemic-related unpaid customer bills. RCEA will recoup about \$1.4 million of the \$3 million in unpaid customer energy bills in early 2022 through a state utility relief program. These funds are expected to arrive too late to impact the cash-flow shortfall period. The Sandrini Solar project development security deposit is also encumbering \$4 million in reserves, contributing to the need for a bridge loan. Staff will report on loan options in December.

Chair Woo invited public comment. There were no comments from the public on non-agenda items. Chair Woo closed the public comment period.

M/S: Grover, Losey: Accept Energy Risk Management Quarterly Report.

The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson, Woo. Noes: None. Absent: M. Wilson. Abstain: None. Non-Voting: Woo.

There was no new business to discuss.

OLD BUSINESS

7.1 Consultant Presentation on Small Hydropower (Information only)

RCEA Consultant Michael Furniss presented a report identifying six of the most promising small, grid-connected, run-of-the-river potential hydropower project sites in Humboldt County.

This research addresses a renewable energy development area identified in the updated RePower Humboldt strategic plan, Humboldt County General Plan and in the mission of public lands. The report provides information to remove some risks for potential small hydropower developers. Hydropower projects of between 100KW and 10 MW capacity are promising in Humboldt County since the area is reliably wet relative to the rest of the state, the steepness of many stream lengths is too steep for salmon or steelhead to use but ideal for tapping water's potential energy, and the timing of hydropower availability complements solar and wind power. Mr. Furniss and Bikash Pradhan, a Humboldt State University Environmental Resources Engineering program graduate student and run-of-the-river hydropower expert from Bhutan, will present more details of their research and suggested next steps for RCEA at two RCEA-sponsored webinars on December 7.

The directors discussed the need to promote and incentivize diverse renewable energy development given small hydropower's limited financial returns, and how small hydropower is deployed in other countries without environmental harm and how microhydro may help people to disconnect from the power grid and reduce energy demand.

Chair Woo invited public comment. No member of the public came forward to speak Chair Woo closed the public comment period.

NEW BUSINESS

8.1 RCEA Comments on McKay Tract Subdivision Draft Environmental Impact Report

Chair Woo recused herself at 4:59 p.m. due to a remote conflict of interest. Her employer, SHN, is a subcontractor working on this development project.

Executive Director Marshall reported on proposed RePower Humboldt-related comments on the North McKay Ranch Subdivision project's draft environmental impact report (DEIR), which was drafted by the Community Advisory Committee's (CAC) Major Projects Subcommittee. The CAC will propose assisting the agency with commenting on major development projects as part of their 2022 work plan at the Board's December meeting. The North McKay Ranch project DEIR comment period ends on December 1, before the Board will consider the CAC's 2022 work goals. The CAC formed an ad hoc Major Projects Subcommittee to propose comments on the McKay Tract project to the Board during the interim period.

The subcommittee's comments point out the County General Plan Energy Element's recognition of RCEA's RePower Humboldt document as one of the County's central planning documents, the need for RePower's goals to be addressed in the North McKay Ranch project's plans, the need for project consistency with RePower's transportation and emissions goals, and for project consistency with RePower's building electrification goals.

The directors expressed support for RCEA to submit the proposed comments on the North McKay Ranch Subdivision project and other major development projects and for development of a process for the CAC to follow in developing comments.

No member of the public responded to Vice Chair Avis' invitation to speak. Vice Chair Avis closed the public comment period.

M/S: Losey, Grover: Approve RCEA comments on McKay Tract Subdivision Draft Environmental Impact Report pertaining to RePower Humboldt strategic plan goals and authorize the Executive Director to submit comments to the Humboldt County Planning and Building Department.

The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson. Noes: None. Absent: M. Wilson. Recused: Woo.

Chair Woo returned to the meeting at 5:13 p.m.

STAFF REPORTS

9.1. Update from Executive Director (Information only)

Executive Director Marshall reported that the Harbor District issued a request for qualifications for engineering, design and permitting work for an offshore wind dock. The Bureau of Ocean Energy Management designated a Moro Bay wind energy area and is on schedule to conduct a California-wide offshore wind auction in the fall. Eileen Verbeck, formerly employed at the City of Arcata, started work as RCEA's Deputy Executive Director, and will introduce herself to the Board at the December meeting.

No member of the public responded to Chair Woo's invitation for comment.

There were no requests for future agenda items from the directors or the public.

CLOSED SESSION

Chair Woo invited public comment on agenda item 11.1 – Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b)(1): Executive Director.

There was no public comment on this item. The Board adjourned to closed session at 5:17 p.m. and reconvened in open session at 5:51 p.m.

Executive Director Marshall stated there was nothing to report out from closed session and adjourned the meeting at 5:51 p.m.

Lori Taketa
Clerk of the Board



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

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION
Regular meeting of the Board of Directors
Via teleconference
December 27, 2021 at 6:30 pm
AGENDA

This meeting has been cancelled due to lack of quorum.
The next regular meeting is January 23, 2022.

The Redwood Region Economic Development Commission will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 445-9651. Notification 48 hours prior to the meeting will enable the Commission to make reasonable arrangements for accommodations.



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