

**Humboldt Bay Municipal Water  
District 828 7<sup>th</sup> Street, Eureka**  
**Agenda for Regular Meeting of the Board of Directors**  
 December 12, 2024  
 Meeting Start Time: 9:00 AM



**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; and protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District.*

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**Members of the public may 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 comments via email until 5 p.m. the day before the Board Meeting by sending comments to [office@hbmwd.com](mailto:office@hbmwd.com). Email comments must identify the agenda item in the email's subject line. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501. Written comments should identify the agenda item number. Comments may also be made in person at the meeting.

**Announcement recording of meeting:** This meeting may be recorded to assist in the preparation of minutes. Recordings will only be kept 30 days following the meeting, as mandated by the California Brown Act.

**Time Set Items:**

<b>8.2 Continuing Business</b>	<b>McNamara &amp; Peepe</b>	<b>9:15 AM</b>
<b>8.b Continuing Business</b>	<b>Conference with legal counsel-anticipated litigation</b>	<b>9:30 AM</b>
<b>10.1 Engineering</b>	<b>Engineering</b>	<b>11:00 AM</b>
<b>8.c Continuing Business</b>	<b>CLOSED SESSION- Active Litigation (Van Duzen)</b>	<b>11:30 AM</b>
<b>The Board will take a scheduled lunch break from 12:00 pm to 1:30 pm.</b>		

**1. ROLL CALL**

**2. FLAG SALUTE**

**3. OATH OF OFFICE**

Oath of office for Directors: Lindberg, Wheeler and Woo

**4. ACCEPT AGENDA**

**5. 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 allowed to address items on the agenda when the Board takes up that item. Under the Brown Act, the Board may not take action on any item that does not appear on the agenda.

**6. MINUTES**

- a. October 31, 2024, Special Board Meeting\*-discuss and possibly approve
- b. November 14, 2024, Regular Board Meeting Minutes\*-discuss and possibly approve
- c. November 15, 2024, Special Board Meeting Minutes\*-discuss and possibly approve
- d. November 20, 2024, Special Board Meeting Minutes\*-discuss and possibly approve

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**7. CONSENT AGENDA** \*-These matters are routine in nature and are usually approved by a combined single vote unless an item is pulled for discussion

Media articles of local/water interest (Articles a-c)\*- discuss and possibly approve

**8. CONTINUING BUSINESS**

- a. Local Hazard Mitigation Plan with Trinity County\*-discuss
- b. Conference with legal counsel-anticipated litigation pursuant to paragraph 2 of subdivision (d) of Section 54956.9 (Arcata Land Company) – **Closed Session (9:30 AM)**
- c. **CLOSED SESSION-** Conference with Legal Counsel - Existing Litigation: (Van Duzen) pursuant to paragraph (1) of subdivision (d) of § 54956.9 (Van Duzen) Case # CV2201489 **(11:30 AM)**

**8.1 Water Resource Planning**\*– discuss

- a. Schedule Special Board Meeting for 1707-discuss

**8.2 McNamara & Peepe (Time Set 9:15 AM)**

- a. Status update
  - i. November Monthly Summary and Meeting Report\*-discuss
- b. Site maps & historical sampling results (stormwater and well water)\*-reference

**9. NEW BUSINESS**

- a. LAFCo Municipal Service Review\*-discuss
- b. Humboldt Redwood Company, Lease Extension\*-discuss and possibly approve
- c. Resolution 2024-09 Recognizing and Honoring the Outstanding Service of Ken Davis\*-discuss and possibly approve

**10. REPORTS (from STAFF)**

**10.1 Engineering – (Time set 11:00 AM)**

- a. Samoa Peninsula Waterline Right-of-Way Maintenance Project EIR-status report
- b. Reservoirs Seismic Retrofit Project\*-status report
- c. Essex Onsite Sodium Hypochlorite Generation Project-status report
- d. Collector Mainline Redundancy-status report
- e. TRF Generator-status report
- f. Matthews Dam Advance Assistance Seismic Stability Project- status report
- g. Collectors 1-3 Rehabilitation Summary\*-discuss
- h. Status report re: Other engineering work in progress

**10.2 Financial**

- a. November 2024 Financial Statement & Vendor Detail Report\*-discuss and possibly approve
- b. Fieldbrook-Glendale contract revenue and Expense Summary\*-discuss
- c. Ruth Hydro Income and Expense Statement\*-discuss

**10.3 Operations**

- a. November Operations Report\*-discuss

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**10.4 Management**

- a. ACWA/JPIA conference report out-discuss
- b. January Board Elections-discuss

**11. DIRECTOR REPORTS & DISCUSSION**

11.1 General – comments or reports from Directors

**11.2 ACWA**

Director Report, if any

**11.3 ACWA – JPIA**

Director Report, if any

- a. ACWA/JPIA Fall conference Report out-discuss
- b. JPIA Risk Control Grant Program\*-discuss

**11.4 Organizations on which HBMWD Serves**

- a. RCEA\*– report out
- b. RREDC\*– report out

**ADJOURNMENT**

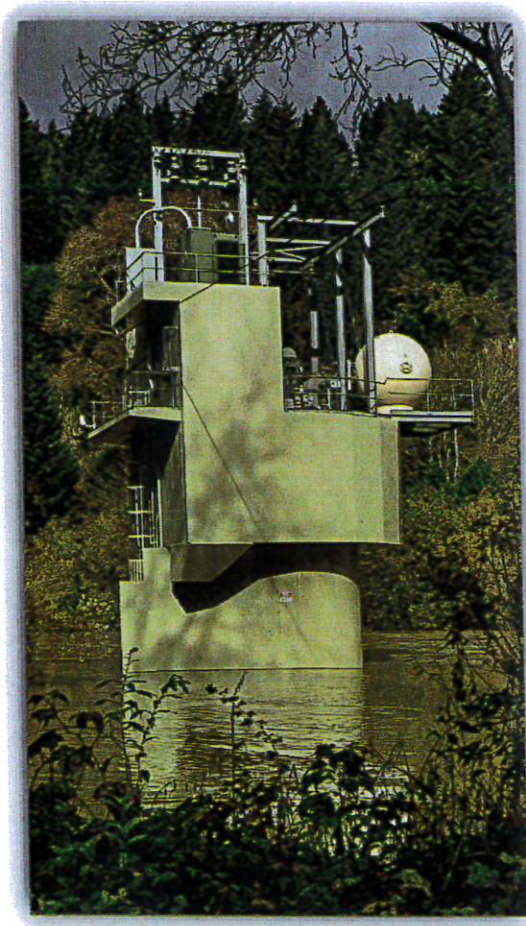
ADA compliance statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the District office at (707) 443-5018. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (Posted and mailed December 6, 2024.)



**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

**Board of Directors Meeting**

**December 12, 2024**



**Collector 2**  
**Photo By Josiah**

# MINUTES

Humboldt Bay Municipal Water  
828 7<sup>th</sup> street  
Eureka, CA

SECTION 6.a PAGE NO. 1



Minutes for Special Meeting of the Board of Directors  
October 31, 2024  
3:00 PM

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**1. ROLL CALL**

Director Fuller called the meeting to order at 3:00 pm. Director Rupp conducted the roll call. Directors Fuller, Lindberg, Rupp, Wheeler and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidson, Business Manager Chris Harris and Board Secretary Contessa Dickson were present.

**2. FLAG SALUTE**

Director Rupp led the flag salute.

**3. ACCEPT AGENDA**

**ACTION: Motion to accept agenda**

**Maker: Director Rupp Second: Director Woo Vote: 5-0 to accept**

**4. PUBLIC COMMENT**

No public comment was received.

**5. Continuing Business**

a. Consider appointment of public employee-General Manager

Closed session was conducted from 3:02 pm to 3:47 pm. The Board returned to open session; President Fuller announced there was no reportable action.

**ADJOURNMENT**

The meeting adjourned at 3:48 pm.

Attest:

\_\_\_\_\_  
Michelle Fuller, President

\_\_\_\_\_  
David Lindberg, Vice President

**Humboldt Bay Municipal Water  
District 828 7<sup>th</sup> Street, Eureka**



**Minutes for Regular Meeting of the Board of Directors**

November 14, 2024

9:00 am

**1. ROLL CALL**

President Fuller called the meeting to order at 9:00 am. Director Rupp conducted the roll call. Directors Fuller, Lindberg, Rupp, Wheeler, and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, and Board Secretary Contessa Dickson were present. Engineer Nate Stevens was present for a portion of the meeting.

**2. FLAG SALUTE**

President Fuller led the flag salute.

**3. ACCEPT AGENDA**

**ACTION: Motion to accept Agenda**

**Maker: Director Lindberg Second: Director Woo Vote: 5-0 to approve**

**4. PUBLIC COMMENT**

No public comment was received.

**5. MINUTES**

a. September 27, 2024, Special Joint Board Meeting with RLCSD Minutes

**ACTION: Motion to approve September 27, 2024, Special Joint Board meeting minutes**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

b. October 10, 2024, Regular Board Meeting Minutes

**ACTION: Motion to approve October 10, 2024, Regular Board meeting minutes**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve with edit**

Director Lindberg noted the title of item 9.b should say Department in place of Dam.

c. October 18, 2024, Special Board Meeting Minutes

**ACTION: Motion to approve October 18, 2024, Special Board meeting minutes**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

**6. CONSENT AGENDA**

**ACTION: Motion to approve Consent Agenda**

**Maker: Director Lindberg Second: Director Woo Vote: 5-0 to approve**

**7. CORRESPONDENCE**

a. Arcata Land Company demand letter

**Non Action item**

Mr. Friedenbach gave a brief overview of the easement between the District and Arcata Land Company. When out surveying the easement staff found multiple greenhouses that were built over the District's transmission pipelines. Notice of encroachment was sent with no response as of the day of this Board meeting.

**8. CONTINUING BUSINESS**

a. GM recruitment-pursuant to Government Code- GOV § 54957

Closed session was conducted from 1:31 pm to 2:42 pm. The Board returned to open session. President

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Minutes for Regular Meeting of the Board of Directors

November 14, 2024

9:00 am

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Fuller announced there was no reportable action.

b. 457 Plan Document Amendment

**ACTION: Move to authorize submittal of the HBMWD 457 plan**

**Maker:** Director Woo **Second:** Director Lindberg **Vote:** 5-0 to approve

Mr. Friedenbach outlined the 457 deferred compensation plan which was initially presented to the Board during the September meeting. Staff recommends the Board authorize to submit the HBMWD 457 plan amendment request to Corebridge Financial to allow for the group transfer of the individual employee accounts from Corebridge to another financial custodian if approved to do so.

8.1 Water Resource Planning (WRP)

**Non Action item**

The District received Notice of Acceptance of the Petitions for Change and Instream Flow dedication for water right permits 11714 and 11715 from The Water Board. The District WRP committee, counsel and staff met with Water Board staff to review their request for additional information.

8.2 McNamara & Peepe

Director Woo recused herself due to a conflict of interest.

a. Status update

i. October monthly summary and quarterly report

**Non Action item**

Mr. Friedenbach reported there are currently no new test results available from DTSC. DTSC is still processing test results from February, District staff continues to wait for those results. An updated report concerning recent groundwater sampling was posted to Envirostor just prior to the board meeting. The next quarterly meeting is scheduled for January 2025.

b. Site maps & historical sampling results

**Non Action item**

These are included for informational purposes.

9. NEW BUSINESS

a. RLCSD Policy 6000.546 & 6000.544 revision

**ACTION: Approve RLCSD Policy 6000.546 & 6000.544 revision**

**Maker:** Director Lindberg **Second:** Director Woo **Vote:** 5-0 to approve

RLCSD is requesting the approval of modifications to policies 6000.546 & 6000.544 - Recreational Lease Site Standards. Historically, the use of signs on these properties was prohibited; however, RLCSD now seeks to permit signage exclusively purchased from RLCSD. They will provide two versions of no trespassing signs: one specifically designed for docks and another applicable to all other forms of entry.



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**b. FERC Part 12D-Comprehensive Assessment**

**ACTION: Approve entering in to contract in the amount of \$538,621 with Gannett Fleming to perform the FERC Part 12D-Comprehensive Assessment**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

Drew Kennedy and Liz Landowski with Gannett Fleming attended via Zoom for this agenda item. One of the FERC dam safety requirements is an independent consultant review of the dam construction, operating history, and maintenance every 5 years. There are numerous new requirements for these inspections. Staff recommends authorization to enter into contract in the amount of \$538,621 with Gannett Fleming to perform the FERC part 12D-comprehensive assessment for the R.W. Mathews Dam to be submitted to FERC by November 1, 2026. The Board asked several questions, and an in-depth discussion followed.

**c. CSDA Bylaw amendment and voting authority**

**ACTION: Approval of delegation to the General Manger CSDA Bylaw amendment and voting authority**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

The District is a member of the California Special District Association (CSDA) as well as a charter member of the Humboldt CSDA chapter. The last CSDA bylaw updates were enacted in 2021. The Board choose to delegate to the general manager to vote on their behalf.

**d. Trinity County Zoning Change to Ruth Lake Buffer Strip**

**Non Action item**

Mr. Friedenbach attended the RLCSD Board Meeting on November 12<sup>th</sup>, he reported on the meeting and detailed the proposed zoning Special Utility District (SUD) changes to the Ruth Lake buffer strip with his suggested edits.

**10. REPORTS (from STAFF)**

**10.1 Engineering –**

**a. Samoa Peninsula Waterline Right-of-Way Maintenance Project EIR**

**Non Action item**

Staff still progress in talks with potential mitigation partners.

**b. Reservoirs Seismic Retrofit Project**

**i. Samoa Tank Change Order 1**

**ACTION: Approve Samoa Tank Change Order in the amount of \$30,000 plus or minus 10%, the final number to be approved by the general manager**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

Paso Robles Tank is proposing to change the foundation design on the Samoa 1-million-gallon reservoir at an anticipated \$80,000 cost saving for the District. They are requesting an extra \$50,000 to construct a stronger roof for seismic stability with a difference of \$30,000.

**ii. Korblex Tank Change Order 1**

**ACTION: Approve Korblex Tank Change Order 1 plus or minus 10%, the final number to be approved by the general manager**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

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District 828 7<sup>th</sup> Street, Eureka

SECTION 6-b

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November 14, 2024

9:00 am

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Paso Robles Tank is proposing to change the foundation design on the Korplex 1-million-gallon reservoir at an anticipated \$75,000 cost saving to the District.

c. Essex Onsite Sodium Hypochlorite Generation Project

**Non Action item**

i. Bid Award Recommendation

**ACTION: Approve bid award recommendation to Sequoia Construction Specialties in the amount of \$494,811**

**Maker:** Director Lindberg **Second:** Director Rupp **Vote:** 5-0 to approve

The District received four bids for the Onsite Sodium Hypochlorite Generation Project. Sequoia Construction Specialties is the low bid and has been found to be responsive and responsible.

d. Collector Mainline Redundancy

**Non Action item**

This project is still in FEMA's environmental review. District staff had a meeting with Cal OES the day before this meeting regarding this project.

e. TRF Generator

**Non Action item**

Staff anticipates to receive 100% designs from PACE Engineering soon.

f. Matthews Dam Advance Assistance Seismic Stability Project

**Non Action item**

District staff received notice of sub application grant approval from Cal OES/FEMA.

g. Collector 1-3 Rehabilitation Summary

**Non Action item**

This item was tabled to be brought back to the board at the December Board meeting.

**10.2 Financial**

a. October 2024 Financial Statement & Vendor Detail Report

**ACTION: Motion to approve Financial Statement & Vendor Detail Report in the amount of \$757,354.75.**

**Maker:** Director Rupp **Second:** Director Lindberg **Vote:** 5-0 to approve

Ms. Harris presented the October financial statement & vendor detail report. The General Account balance is \$900,000. The various investments balance is \$14 million. The advanced charges are \$5 million with a general reserve of 5 million.

b. Fieldbrook-Glendale contract revenue and Expense Summary

**Non Action item**

This section is presented for transparency.

Humboldt Bay Municipal Water  
District 828 7<sup>th</sup> Street, Eureka



Minutes for Regular Meeting of the Board of Directors  
November 14, 2024  
9:00 am

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c. FY23 Audit

**ACTION: Motion to approve FY23 Audit and directs the General Manager to sign the Management Representation letter**

**Maker:** Director Rupp **Second:** Director Lindberg **Vote:** 5-0 to approve

Michael O'Connor with O'Connor & Company attended via Zoom for this item. Ms. Harris and Board members who attended the meeting shared an overview of the Audit Committee Meeting on November 13<sup>th</sup>. The FY23 audit was successful and there were no audit findings.

d. Capitalization Policy of Leases GASB 87 and GASB 96 – Subscription Based Information Technology Agreements

**ACTION: Approve the Capitalization policy for leases and subscription-based IT arrangements**

**Maker:** Director Rupp **Second:** Director Lindberg **Vote:** 5-0 to approve

This policy was recommended by the District Auditor. Staff recommends the Board approve the Capitalization policy for leases and subscription-based IT arrangements.

**10.3 Operations**

a. October Operations Report

**Non Action item**

Mr. Davidsen presented the October operations report. The Board asked some clarifying questions.

**10.4 Management**

a. HBMWD Easement Survey

**Non Action item**

Staff believe current easements need to be monitored and looked at periodically.

b. Dam monitoring

**Non Action item**

District staff recently installed a camera monitoring system at the R. W. Matthews dam.

**11 DIRECTOR REPORTS & DISCUSSION**

**11.1 a. General – comments or reports from Directors**

**Non Action item**

No comments or reports were received.

**11.2 ACWA**

a. Region 1 Event report out

**Non Action item**

Director Rupp reported on his attendance at the Region 1 Event on October 30<sup>th</sup> in San Rafael.

b. Notice of ACWA membership Meeting – December 4, 2024

**Non Action item**

The ACWA membership meeting will be held during the ACWA fall conference & Expo December 4<sup>th</sup>.

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November 14, 2024

9:00 am

**11.3 ACWA – JPIA**

- a. State of the Pool presentation from JPIA's CEO Adrienne Beatty

**Non Action item**

JPIA's CEO Adrienne Beatty and Director of pooled programs Jennifer Jobe attended the meeting. Ms. Beatty gave an in-depth presentation on ACWA/JPIA updates. The Board asked some questions and thanked Ms. Beatty for her thorough presentation.

**11.4 Organizations on which HBMWD Serves**

- a. RCEA:

**Non Action item**

Director Woo reported on the RCEA meeting she attended on October 24<sup>th</sup>.

- b. RREDC:

**Non Action item**

Director Lindberg attended the October 28<sup>th</sup> RREDC meeting, reporting on two presentations. One put on by Humboldt Builders Exchange, the other by County of Humboldt Economic Development Coordinator.

**ADJOURNMENT**

The meeting adjourned at 2:45 pm.

Attest:

\_\_\_\_\_  
Michelle Fuller, President

\_\_\_\_\_  
Bruce Rupp, Secretary Treasurer

Humboldt Bay Municipal Water  
828 7<sup>th</sup> street  
Eureka, CA



Minutes for Special Meeting of the Board of Directors  
November 15, 2024  
9:00 AM

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**1. ROLL CALL**

Director Fuller called the meeting to order at 9:00 am. Director Rupp conducted the roll call. Directors Fuller, Lindberg, Rupp, Wheeler and Woo were present. General Manager John Friedenbach, was present.

**2. FLAG SALUTE**

Director Rupp led the flag salute.

**3. ACCEPT AGENDA**

**ACTION: Motion to accept agenda**

**Maker:** Director Lindberg **Second:** Director Woo **Vote:** 5-0 to accept

**4. PUBLIC COMMENT**

No public comment was received.

**5. Continuing Business**

a. Consider appointment of public employee-General Manager

Closed session was conducted from 9:01 am to 3:37 pm with a lunch break between 12:30 and 1:30 pm. The Board returned to open session. President Fuller announced there was no reportable action.

**ADJOURNMENT**

The meeting adjourned at 3:38 pm.

Attest:

\_\_\_\_\_  
Michelle Fuller, President

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

Humboldt Bay Municipal Water  
828 7<sup>th</sup> street  
Eureka, CA



Minutes for Special Meeting of the Board of Directors

November 20, 2024

11:30 AM

**1. ROLL CALL**

Director Fuller called the meeting to order at 11:30 am. Director Rupp conducted the roll call. Directors Fuller, Lindberg, Rupp, Wheeler and Woo were present. General Manager John Friedenbach, Business Manager Chris Harris and Board Secretary Contessa Dickson were present.

**2. FLAG SALUTE**

Director Rupp led the flag salute.

**3. ACCEPT AGENDA**

**ACTION: Motion to accept agenda**

**Maker: Director Lindberg Second: Director Woo Vote: 5-0 to accept**

**4. PUBLIC COMMENT**

No public comment was received.

**5. Continuing Business**

a. Consider appointment of public employee-General Manager

Closed session was conducted from 11:32 am to 12:19 pm. The Board returned to open session; President Fuller announced there was no reportable action.

**6. New Business**

a. General Manager Contract

**ACTION: Approve agreement with new general manager Michiko Mares with a start date of January 1, 2025. Starting annual salary of \$180,000 with full benefits as stated in the employment contract.**

**Maker: Director Rupp Second: Director Lindberg Vote: 5-0 to approve**

**ADJOURNMENT**

The meeting adjourned at 12:21 pm.

Attest:

\_\_\_\_\_  
Michelle Fuller, President

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

**CONSENT**

[LoCO Staff / Friday, Nov. 15 @ 6:56 a.m. / Obits](#)

OBITUARY: Harold William Shamp, 1951-2024

Harold William Shamp peacefully passed away Nov. 11, 2024 in Arcata at the age of 73. He was a native of McKinleyville but had called Arcata his home for the past 55 years. Harold graduated from McKinleyville High School in 1969. He worked at Simpson after high school and would later graduate from College of the Redwoods. He then worked as a supervisor at Humboldt Bay Municipal Water District for 23 years until he retired in 2006.

Harold was a very active supporter of youth sports. He coached basketball at St. Mary's Elementary School in Arcata and coached Joe Costa Trucking for the Arcata Little League for several years. As his children grew older, he joined the St. Bernard High School Crusader Athletic Board and proudly wore the CAB green jacket, where he did everything from working concessions, helping with Sunday bingos, and working the ticket booth. He was a regular fixture in the corner of the SBHS gym which there is a plaque declaring that corner as "Shamp Corner." He was a strong supporter of his family and a huge sports fan.

He is survived by his children, Brady (Michelle) Shamp of Eureka, Lindsay (Lee) Manghelli of Harrisburg, Ore., and Casey Shamp of Arcata; his grandchildren, Ashlyn Manghelli and William Manghelli, of Harrisburg, Ore.; his brother and sister, Don Shamp of Connecticut, and Patty Wade of McKinleyville; and numerous nieces and nephews. He is also survived by his loving companion, Rosemary Fitzpatrick.

He was preceded in death by his wife, Linda; his parents Delbert and Violet Shamp; his brothers Delbert Shamp and Ron Shamp; his sister, Joyce Redden, and his in laws Joseph and Mary Gomes.

Visitation for Harold will be held on Saturday, November 16, 2024 from 2 to 4 p.m. at Paul's Chapel in Arcata. A celebration of life will be held at a later date.

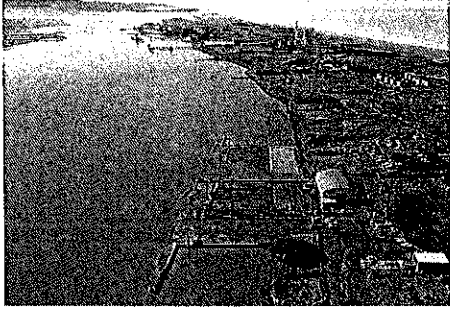
Arrangements are under the direction of Paul's Chapel in Arcata.

*The obituary above was submitted on behalf of Harold Shamp's loved ones. The Lost Coast Outpost runs obituaries of Humboldt County residents at no charge. See guidelines [here](#). Email [news@lostcoastoutpost.com](mailto:news@lostcoastoutpost.com).*



# Times Standard

## Harbor district talks offshore wind terminal, still in fundraising mode



The Humboldt Bay Harbor District is still working on fundraising for the offshore wind terminal project. (Oren Nardi for Humboldt Waterkeeper)

By [Jackson Guilfoil](#) | [jguilfoil@times-standard.com](mailto:jguilfoil@times-standard.com) | Eureka Times-Standard

UPDATED: November 16, 2024 at 3:45 PM PST

The heavy-lifting terminal project in Samoa meant to facilitate the construction of an offshore wind farm is still making its way through fundraising and community outreach.

On Thursday, Humboldt County Harbor, Recreation and Conservation District Development Director Rob Holmlund told the directors that right now, he's pursuing several grants to fully fund the project and meeting with local stakeholders, such as Samoa residents and the area's tribes. While mentioning applying for several Environmental Protection Agency grants, incoming President Donald Trump's appointment of former Congressman Lee Zeldin — who opposed regulation meant to address climate change during his legislative career — Holmlund did not address that the next administration will likely be less friendly to offshore wind.

"(There's) a lot more to come about that. Sampling, analysis plan and dredging for the terminal berths is a big step that's coming up, you'll hear more about that, and Geotech as well, navigational assessments," Holmlund said. "We'll have some computer 3D models, videos that you'll be able to see in the coming months ... I think we should be looking to another general public meeting, maybe this time in Arcata, in December or January."

The offshore wind terminal project — which received \$427 million from the federal government in January— could have massive reverberations in the local economy, but at the moment, it's still seeking a litany of grants and stakeholder input. The grants — including a California Energy Commission Waterfront Facility Improvement Program Grant — the board is pursuing could help provide additional assessments of the potential impacts to the harbor, something several public commenters supported.

Humboldt Waterkeeper Director Jen Kalt told the board about the Golden mussel, an invasive species native to China and Southeast Asia that was discovered last week for the first time in the Port of Stockton. If the bivalves catch a ride in the ballast water on ships that make it into Humboldt Bay, it could devastate the local oyster seed industry

"The whole West Coast is reliant on the oyster seed coming from Humboldt Bay and ... all it would take is one vessel with an oyster disease to destroy this industry that's been thrilled for all these years," Kalt said.

Responding to Kalt's concerns, Commissioner Greg Dale noted that the greatest current threat to fisheries is climate change. The wind farm is part of California's goal to reach carbon neutrality by 2045, a goal they're not likely to reach unless farms off the coast of California are built.

Other public commenters brought attention to the recent election and the idea that, if completed, the terminal may be used for more than just offshore wind construction and maintenance. One commenter theorized that, given Trump's promises to increase domestic production of oil and gas, the terminal could eventually be used to help build and maintain an offshore drilling operation.

The full meeting may be viewed at [youtube.com/watch?v=vb2NMILSmU](https://youtube.com/watch?v=vb2NMILSmU)

Jackson Guilfoil can be reached at 707-441-0506

Originally Published: November 16, 2024 at 3:00 PM PST



## Ruth Lake Overflows After Storm Event Brings Over 16 Inches of Rainfall to the Area

[Wednesday, 27 November 2024, 12:00 am](#) [Lisa Music](#) [2 comments](#)



*Ruth Lake on November 22, 2024, looking south from the dam. [All photos and videos from Rick Currier]*

Ruth Lake, the primary reservoir for Humboldt Bay Municipal Water District (HBMWD), has surged to over its capacity following a major rain event that brought over 16 inches of rainfall to the Ruth area. This influx of water raised the lake's level from 2,636 feet on November 19 to 2,658 feet on November 24, surpassing its 2,654-foot spillway threshold by 11% according to information *Redheaded Blackbelt* received from HBMWD on November 25. Despite this overflow, the lake still has an additional 19 feet of spillway capacity, ensuring no immediate flood risk, according to Sherrie Sobol, Regulatory Analyst for HBMWD. Located in Trinity County, Ruth Lake was created in the 1960s by damming the Mad River to provide a stable water source for Humboldt County. The lake supplies water to approximately 88,000 residents, including those in Eureka, Arcata, and McKinleyville, as well as industrial and commercial users.



*Ruth Lake Spillway visible from the west side of the dam.*

The recent heavy rains were part of a bomb cyclone—a rapidly intensifying storm system—that drenched Northern California and helped replenish reservoirs across the region. According to the U.S. Drought Monitor, the area around Ruth Lake is no longer considered abnormally dry as of November 21, a change from the previous report on November 12.

Trinity County, which encompasses Ruth Lake, last experienced drought conditions in early 2023 during California's prolonged dry spell. Across Northern California, this storm significantly improved reservoir levels and soil moisture, contributing to widespread drought recovery. Statewide, California has seen steady progress in drought alleviation throughout 2024, with recent storms boosting water supplies in key reservoirs like Shasta, Oroville, and Folsom. While some areas in California remain abnormally dry, the majority of the state is no longer classified as being in drought.

# **CONTINUING BUSINESS**

Good afternoon John and Contessa,  
I hope my email finds you both well during this inclement weather.

Emily Breen, the SR Planner at FEMA cc-ed on this email, has provided the following in regards to Humboldt Bay Municipal Water District participating in two county multijurisdictional planning efforts (Trinity and Humboldt). Please see the below message from Emily **in purple** regarding the specific federal code you were asking for:

Regarding the Federal Code, 44 CFR § 201 holds the applicable statutes and mitigation planning regulations that apply to local governments, including special districts, that develop, update and implement local mitigation plans, as well as FEMA and state officials who review and approve those plans.

To drill down a bit, 44 CFR § 201.2, 44 CFR § 201.3(d), and 44 CFR § 201.6 are the sections regarding this specific topic. Here are key points from these sections of the CFR pasted below, its encouraged that you to review each in full. It is available here: [eCFR :: 44 CFR Part 201 -- Mitigation Planning](#)

- “44 CFR § 201.2 **Definitions.** *Local government* is any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian Tribe or authorized Tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity.”
- “44 CFR § 201.3(d) **Local governments.** The key responsibilities of local governments are to:  
(1) Prepare and adopt a jurisdiction-wide natural hazard mitigation plan as a condition of receiving project grant funds under the HMGP, in accordance with [§ 201.6.](#)”
- “44 CFR § 201.6(a) **Plan requirements.** (1) A local government must have a mitigation plan approved pursuant to this section in order to receive HMGP project grants. A local government must have a mitigation plan approved pursuant to this section in order to apply for and receive mitigation project grants under all other mitigation grant programs.”

Emily has also reached out to her FEMA grants team, as well as her Region 9 planning team and other FEMA planners regarding the question: “*can or should* a special district be apart of two planning efforts if their assets span across two counties?” here is her response:

- With respect to planning, the special district needs only to participate in ONE HMP as long as the HMP in which the special district is participating assesses risk (and meets all HMP participating jurisdiction requirements) for ALL of the special district’s assets/land use authority including areas beyond the bounds of the County HMP in which they are a participant. That said, there are no rules saying that a jurisdiction cannot be a participant in more than one HMP. In this case, as with above, if they follow all the requirements of an HMP participating jurisdiction, then they would need to describe their full land/assets in both plans to be approved as annex to either plan. So, in the case of the Humbolt Water District, they *can* participate in both the Trinity County and Humbolt plans, but they don’t *have* to.

- With respect to planning grants, a recipient cannot receive funding for a task they have already been paid for; so if they are getting money to write a mitigation plan they could not get paid to do the exact same thing while the plan is approved; however, if it is an update or a more specific studies they didn't already have then they could receive money for those portions of the plan. Or put another way, hypothetically speaking Humbolt Bay Municipal Water District couldn't benefit from an annex developed as part of a planning grant to Humbolt County that was funded by FEMA, and then have an annex developed as part of a planning grant to Trinity County that was funded by FEMA (especially if the data is just being copied from one plan to another). Based on what was shared below, I don't think this is the case – Trinity County did their plan in house and Humboldt Co received a grant.
- With respect to project grants, if the special district is applies for a grant to do work in their land use authority and is a participating jurisdiction in an approved plan as noted above, there is no concern about what county these projects are in because they are covered under the participation of the special district.

Please review FEMA's responses and let me know us have any additional questions or concerns or need further clarification. Once you have reviewed and decided upon the best path to getting your annex approved, let us know so we can plan on next steps.

Thank you all and I hope you have a safe and relaxing weekend.

Kind Regards,

**Tina Phan**, Senior Emergency Services Coordinator  
Local Mitigation Planning | Recovery Directorate  
**California Governor's Office of Emergency Services**



**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors  
From: John Friedenbach  
Date: December 12, 2024  
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. No update.
- ii) Trinidad Rancheria mainline extension. Engineering route design continues.
- iii) Blue Lake Rancheria mainline extension. Engineering Design continues.
- iv) Offshore Wind Heavy Lift Multipurpose Marine Terminal Project. No update.

**b) Transport – no update.**

- c) Instream Flow Dedication –** The District received Notice of Acceptance from the Water Board. The District committee, counsel and staff met with Water Board staff to review their request for additional information. Staff and consultants are responding to the supplemental request for information.

**Department of Toxic Substances Control  
Former McNamara and Peepe Lumber Mill  
Monthly Summary Report**

**November 2024**

This monthly summary report summarizes environmental site investigation, and remediation activities conducted by the Department of Toxic Substances Control (DTSC) or by their contractor, SHN Consulting Engineers and Geologists, Inc. (SHN) at the former McNamara and Peepe Lumber Mill Site.

- a. Actions during this calendar month (November).
  - Tenant Notification. The notification was mailed out to residents of properties adjoining the site in early November and is located on [Envirostor](#).
  - First Semi-Annual 2024 Groundwater Sampling Report. A summary of activities and results for the first semi-annual groundwater sampling event was submitted by SHN and is currently being reviewed by DTSC.
  - Stormwater sampling. Stormwater sampling was conducted on November 20, 2024.
- b. Planned activities for the next month (December 2024) and beyond.
  - Data Gap Investigation Report of Findings. Fieldwork was completed in August. SHN will submit a report documenting activities implemented in accordance with the data gap workplan.
  - Virtual Quarterly Update Meeting. The next virtual quarterly update meeting with DTSC, EPA, Humboldt Bay Municipal Water District, and Humboldt Waterkeeper will be held on January 29, 2025 at 1:00 PM. An agenda will be sent out closer to the meeting date.
  - Health and Human Risk Assessment (HHRA). SHN has subcontracted Lynn Spence to work on the HHRA which will evaluate the human health risk associated with potential exposures to the Site's soil, stormwater, and groundwater under a residential scenario. SHN shall submit the draft HHRA report to DTSC for review and comment prior to completing the final version.
  - Stormwater Sampling Report. SHN will submit a stormwater sampling report based on sampling conducted on November 20, 2024.
- c. Funding Updates
  - Funding in future years is likely to come from the Site Remediation Account (SRA), which was the funding source before the Cleanup in Vulnerable Communities Initiative (CVCI).

d. Royal Gold.

- Soil and Groundwater Management Plan. DTSC granted conditional approval of the revised soil and groundwater management plan contingent upon minor revisions. DTSC is waiting for a revised report from Royal Gold.



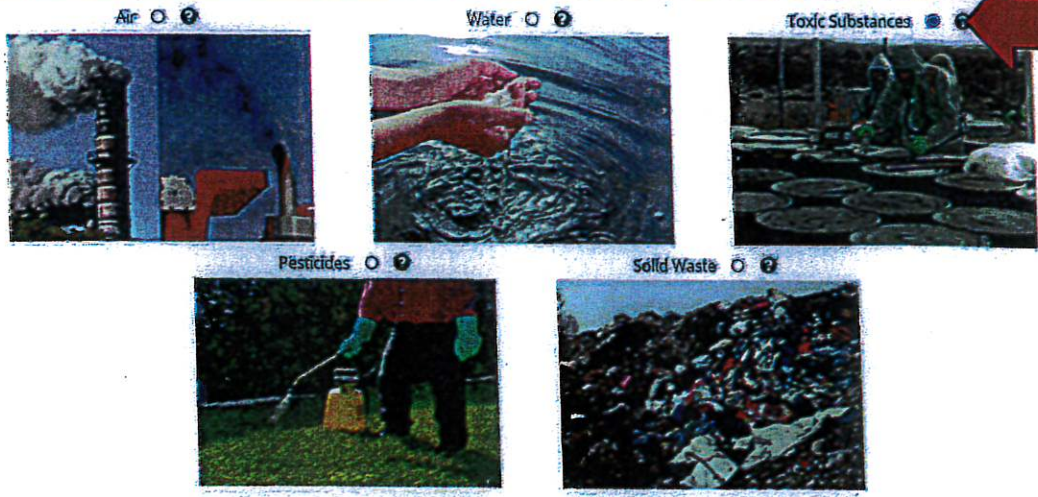
To file an anonymous complaint with California DTSC  
(Department of Toxics and Substance Control)

<https://calepa.my.salesforce-sites.com/complaints/>



Language Preference/Preferencia de Idioma  
English

SELECT AN IMAGE TO REPORT A PROBLEM



Select this Topic:  
Toxic Substances  
to submit to  
DTSC.

IS THIS AN EMERGENCY?

ARE YOU REPORTING WATER WASTE?

IS THIS REGARDING PROPOSITION 65?



Click here to enter Complaint Details.

DTSC website for McNamara & Peepe Lumber Mill (12240115)

1619 Glendale Drive

Humboldt County

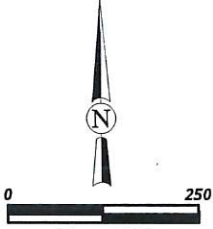
[https://www.envirostor.dtsc.ca.gov/public/profile\\_report?global\\_id=12240115](https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=12240115)

**EXPLANATION**

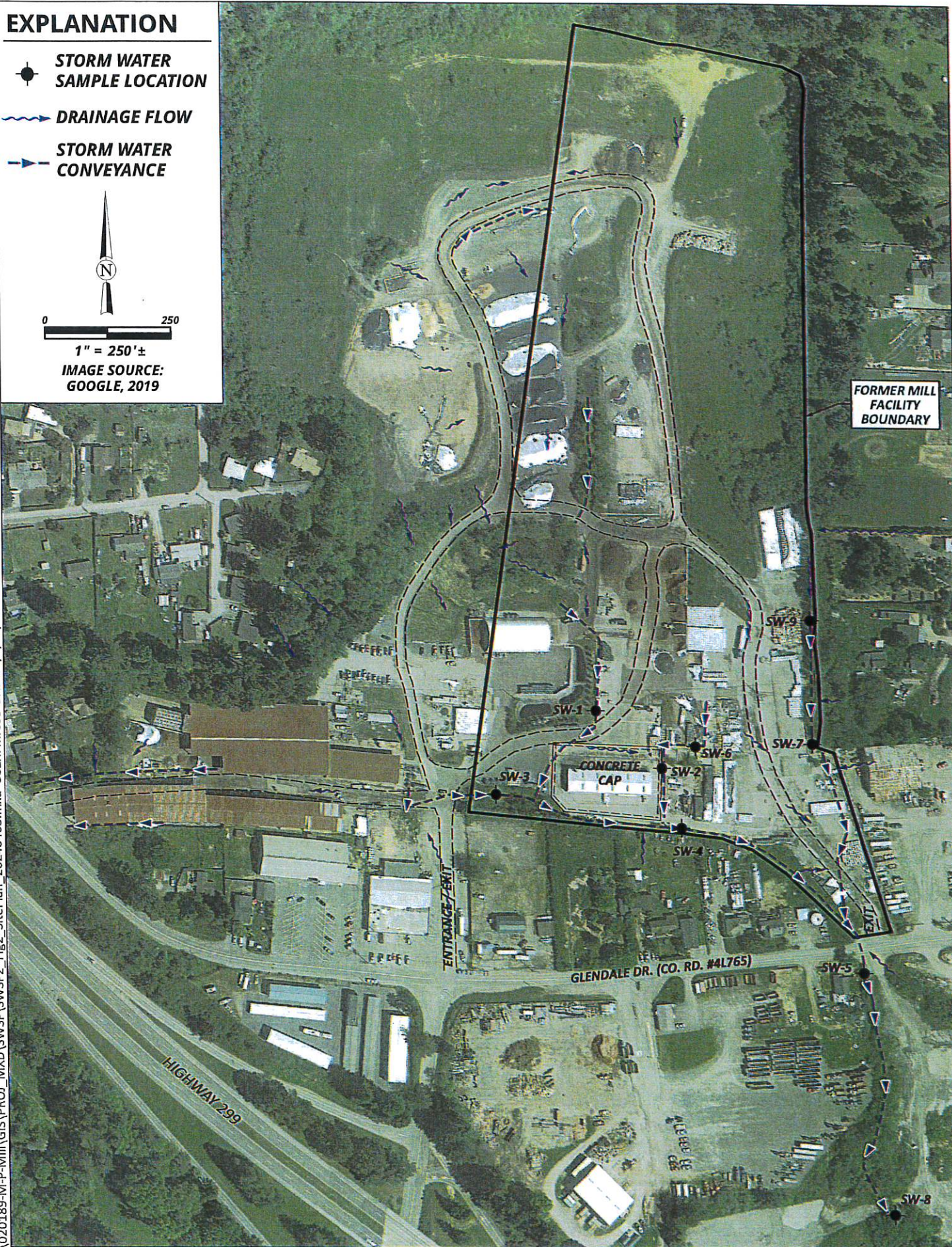
● **STORM WATER  
SAMPLE LOCATION**

~ **DRAINAGE FLOW**

→ **STORM WATER  
CONVEYANCE**



1" = 250'±  
IMAGE SOURCE:  
GOOGLE, 2019



FORMER MILL  
FACILITY  
BOUNDARY

GLENDALE DR. (CO. RD. #41765)

HIGHWAY 299

ENTRANCE/EXIT

SW-5

SW-8

SW-9

SW-7

CONCRETE  
CAP

SW-4

SW-2

SW-1

SW-3

Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\SWSP\SWSP2\_Fig2\_SitePlan\_20240403.mxd USER: mrose DATE: 4/3/24, 1:12PM



Vanessa Davis, PG

**March 2024 Stormwater Sample Results, Former McNamara and Peepe Lumber Mill, 1619 Glendale Drive, Arcata, California; EnviroStor ID: 12240115**

May 23, 2024

Page 3

Temperature, pH, and turbidity were documented at each sample location using portable instrumentation. A stormwater sample was then collected from each sampling location using an extendable pole sampler or hand-held scoop. The water samples were collected in laboratory-supplied containers, labeled, immediately placed in an ice-filled cooler, and submitted to the laboratory for analyses under the appropriate chain-of-custody documentation.

Monitoring and sampling equipment was cleaned prior to arriving on site and between use at each sampling location. Small equipment that required onsite cleaning was washed in a water solution containing Liquinox® cleaner, followed by two distilled-water rinses. Appendix 1 presents field notes for stormwater sample collection.

### 3.0 Laboratory Analysis

Stormwater samples collected were analyzed for:

- chlorinated phenols (pentachlorophenol [PCP] and tetrachlorophenol [TCP]) by Canadian Pulp Report/National Council for Air and Stream Improvement, Inc. (NCASI) Method 86.07; and
- chlorinated dibenzodioxins and chlorinated dibenzofurans (dioxins and furans) by U.S. Environmental Protection Agency (EPA) Method 8290.

Microbac Laboratories, Inc. (formerly North Coast Laboratories, Ltd.) a state-certified analytical laboratory located in Arcata, California, performed the PCP and TCP analysis. The reporting limits (RLs) for each constituent are as follows:

- PCP = 0.30 micrograms per liter (ug/L)
- 2,3,4,6-TCP = 1.0 ug/L

Dioxins were analyzed by McCampbell Analytical, Inc. (MAI), a state-certified analytical laboratory located in Pittsburg, California. The RL for 2,3,7,8-tetrachlorobenzene-p-dioxin (TCDD) ranged from 4.69 to 4.76 picograms per liter (pg/L). The method detection limit (MDL) for 2,3,7,8-TCDD analysis for stormwater samples analyzed was 1.22 pg/L to 1.24 pg/L.

### 4.0 Stormwater Sampling Results

Table 1 (on the next page) summarizes the March 11, 2024, stormwater analytical results for dioxins, PCP, and TCP.



Vanessa Davis, PG

**March 2024 Stormwater Sample Results, Former McNamara and Peepe Lumber Mill, 1619 Glendale Drive, Arcata, California; EnviroStor ID: 12240115**

May 23, 2024

Page 4

**Table 1. Stormwater Analytical Results, March 11, 2024  
Former McNamara and Peepe Lumber Mill, Arcata, California**

Sample Location	2,3,7,8-TCDD <sup>a</sup> (pg/L) <sup>b</sup>	2005 WHO TEQ <sup>c</sup> (pg/L)	PCP <sup>d</sup> (ug/L) <sup>e</sup>	TCP <sup>d</sup> (ug/L)
SW-1	<4.76 <sup>f</sup>	0.0123 J <sup>g</sup>	<0.30	<1.0
SW-2	<4.72	0.358 J	<0.30	<1.0
SW-3	<4.69	0.135 J	<0.30	<1.0
SW-4	<4.76	1.45 J	<0.30	<1.0
SW-5	<4.69	2.37 J	<0.30	<1.0
SW-6	<4.74	2.08 J	<0.30	<1.0
SW-7	<4.72	3.31 J	<0.30	<1.0
SW-9	<4.72	0.120 J	<0.30	<1.0
<b>MCL<sup>h</sup></b>	<b>30</b>	<b>NR<sup>i</sup></b>	<b>1.0</b>	<b>NR</b>
<b>PHGs<sup>j</sup></b>	<b>0.05</b>	<b>NR</b>	<b>0.3</b>	<b>NR</b>

- a. 2,3,7,8-TCDD: 2,3,7,8-Tetrachlorodibenzodioxin was analyzed in general accordance with EPA Method 8290
- b. pg/L: picograms per liter
- c. 2005 WHO TEQ: 2005 World Health Organization's Toxic Equivalency Quotient, TEF calculations. TEQs are J-flagged as they are calculated from one or more result with a J-flag (Analyte concentration below calibration range).
- d. Pentachlorophenol (PCP) and 2,3,4,6-Tetrachlorophenol (TCP) were analyzed in general accordance with Canadian Pulp Report/National Council for Air and Stream Improvement, Inc. Method 86.07
- e. ug/L: micrograms per liter
- f. <: "less than" the stated laboratory reporting limit
- g. J: Result is less than the reporting limit but greater than the method detection limit. The reported concentration is an estimated value.
- h. MCL: maximum contaminant level, State Water Resources Control Board, August 16, 2023
- i. NR: no reference
- j. PHGs: California public health goals, Office of Environmental Health Hazard Assessment, August 16, 2023

Appendix 2 includes the complete analytical test results, chain-of-custody documentation, and laboratory quality control data. Multipliers used for the 2005 World Health Organization (WHO) Toxic Equivalency Factors (TEFs) for dioxins and furan compounds are additionally provided in Appendix 2. Appendix 3 presents historical stormwater sample results for the former McNamara and Peepe Lumber Mill.

## 5.0 Discussion of Results

PCP, TCP, and 2,3,7,8-TCDD were not identified above laboratory MDLs in any stormwater samples collected during the March 11, 2024, sampling event. Stormwater with the highest toxic equivalency quotient (TEQ) value came from SW-7, located along the eastern property boundary within the former planar chain footprint, with a value of 3.31 J. All TEQs are J-flagged as they are calculated from one or more result with a J-flag (analyte concentration is below the RL but greater than the MDL; the reported concentration is an estimate value).



*From 5/23/24 Report*

# Historical Stormwater Sample Results

**3**

<b>Table 3-1</b>					
<b>Historical Storm Water Sample Results</b>					
<b>Former McNamara and Peepe Lumber Mill, Arcata, California</b>					
Sample Location	Date	2,3,7,8-TCDD <sup>a</sup> (pg/L) <sup>b</sup>	2005 WHO TEQ <sup>c</sup> (pg/L)	PCP <sup>d</sup> (ug/L) <sup>e</sup>	TCP <sup>d</sup> (ug/L)
SW-1	2/18/21	<0.512 <sup>f</sup>	0.0736 J <sup>g</sup>	<0.30	<1.0
	12/15/21	<0.721	0.351 J	<0.30	<1.0
	4/14/22	<0.743	0.181 J	<0.30	<1.0
	12/08/22	<0.592	4.37 J	<0.30	<1.0
	2/27/23	<1.69	0.00	<0.30	<1.0
	12/07/23	<1.69	0.00	<0.30	<1.0
	3/11/24	<4.76	0.0123 J	<0.30	<1.0
SW-2	2/18/21	<0.609	7.79 J	<0.30	<1.0
	12/15/21	<0.508	2.70 J	<0.30	<1.0
	12/15/21 (F) <sup>h</sup>	<0.645	0.308 J	--	--
	4/14/22	5.18	96.1 J	<0.30	<1.0
	12/08/22	<0.604	2.58 J	<0.30	<1.0
	2/27/23	<1.70	1.73 J	<0.30	<1.0
	12/07/23	<1.69	0.643 J	<0.30	<1.0
3/11/24	<4.72	0.358 J	<0.30	<1.0	
SW-3	2/18/21	<0.530	4.44 J	0.099 J	<1.0
	12/15/21	<0.688	6.82 J	0.091 J	<1.0
	4/14/22	<0.745	0.179 J	<0.30	<1.0
	12/08/22	<0.733	4.47 J	<0.30	<1.0
	2/27/23	<1.70	0.262 J	<0.30	<1.0
	12/07/23	<1.69	0.0477 J	<0.30	<1.0
	3/11/24	<4.69	0.135 J	<0.30	<1.0
SW-4	2/18/21	<0.459	11.4 J	0.11 J	<1.0
	12/15/21	<0.731	5.87 J	<0.30	<1.0
	12/15/21 (F)	<0.715	0.945 J	--	--
	4/14/22	<0.817	0.233 J	<0.30	<1.0
	12/08/22	<0.715	3.30 J	<0.30	<1.0
	2/27/23	<1.69	0.255 J	<0.30	<1.0
	12/07/23	<1.69	0.945 J	<0.30	<1.0
3/11/24	<4.76	1.45 J	<0.30	<1.0	
SW-5	2/18/21	<0.762	8.04 J	0.14 J	<1.0
	12/15/21	<0.602	4.06 J	<0.30	<1.0
	12/15/21 (F)	<0.785	1.39 J	--	--
	4/14/22	<0.697	3.74 J	<0.30	<1.0
	12/08/22	1.55 J	19.1 J	<0.30	<1.0
	2/27/23	<1.69	0.483 J	<0.30	<1.0
SW-5, Cont'd	12/07/23	<1.70	1.67 J	<0.30	<1.0



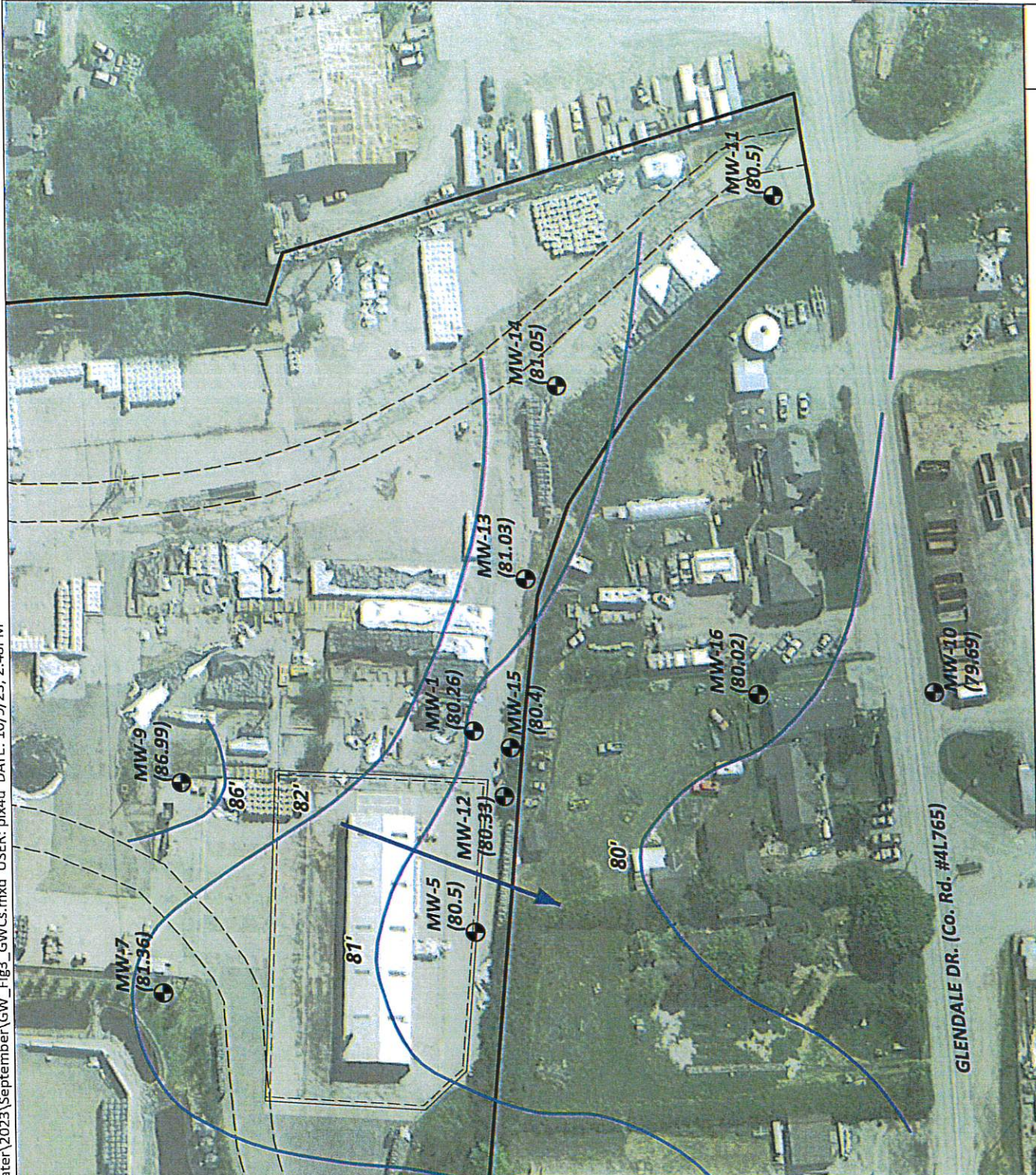
<b>Table 3-1</b> <b>Historical Storm Water Sample Results</b> <b>Former McNamara and Peepe Lumber Mill, Arcata, California</b>					
Sample Location	Date	2,3,7,8-TCDD <sup>a</sup> (pg/L) <sup>b</sup>	2005 WHO TEQ <sup>c</sup> (pg/L)	PCP <sup>d</sup> (ug/L) <sup>e</sup>	TCP <sup>d</sup> (ug/L)
	3/11/24	<4.69	2.37 J	<0.30	<1.0
SW-6	12/15/21	5.12	63.9 J	<0.30	<1.0
	12/15/21 (F)	<0.713	0.0572 J	--	--
	4/14/22	4.95	121 J	0.48	<1.0
	12/08/22	<0.700	8.54 J	<0.30	<1.0
	2/27/23	<1.69	6.10 J	<0.30	<1.0
	12/07/23	<1.70	1.36 J	<0.30	<1.0
	3/11/24	<4.74	2.08 J	<0.30	<1.0
SW-7	12/15/21	<0.634	4.87 J	0.21 J	<1.0
	12/15/21 (F)	<0.728	0.970 J	--	--
	4/14/22	<0.771	0.317 J	0.15 J	<1.0
	12/08/22	2.59 J	36.8 J	0.12 J	<1.0
	2/27/23	<1.69	1.66 J	<0.30	<1.0
	12/07/23	<1.70	3.23 J	<b>0.31</b>	<1.0
	3/11/24	<4.72	3.31 J	<0.30	<1.0
SW-8 <sup>i</sup>	12/15/21	<0.797	3.80 J	<0.30	<1.0
	12/15/21 (F)	<0.733	2.38 J	--	--
	4/14/22	<0.715	1.35 J	<0.30	<1.0
SW-9	3/11/24	<4.72	0.120 J	<0.30	<1.0
<b>MCL<sup>j</sup></b>		<b>30</b>	<b>NR<sup>k</sup></b>	<b>1.0</b>	<b>NR</b>
<b>PHGs<sup>l</sup></b>		<b>0.05</b>	<b>NR</b>	<b>0.3</b>	<b>NR</b>

- a. 2,3,7,8-TCDD: 2,3,7,8-Tetrachlorodibenzodioxin was analyzed in general accordance with EPA Method 8290
- b. pg/L: picograms per liter
- c. 2005 WHO TEQ: 2005 World Health Organization's Toxic Equivalency Quotient, TEF calculations. TEQs are J-flagged as they are calculated from one or more result with a J-flag (Analyte concentration below calibration range).
- d. Pentachlorophenol (PCP) and 2,3,4,6-Tetrachlorophenol (TCP) were analyzed in general accordance with Canadian Pulp Report/National Council for Air and Stream Improvement, Inc. Method 86.07
- e. ug/L: micrograms per liter
- f. <: "less than" the stated laboratory reporting limit
- g. J: Result is less than the reporting limit but greater than the method detection limit. The reported concentration is an estimated value.
- h. (F): Field filtration prior to sample collection using a new 0.45-micron filter
- i. Permission to access stormwater sample location SW-8 is no longer granted, therefore samples have not been collected as of April 2022.
- j. MCL: maximum contaminant level, State Water Resources Control Board, August 16, 2023
- k. NR: no reference
- l. PHGs: California public health goals, Office of Environmental Health Hazard Assessment, August 16, 2023





Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\Groundwater\2023\September\GW\_Fig\_3\_GWCs.mxd USER: pix4d DATE: 10/9/23, 2:48PM



**EXPLANATION**

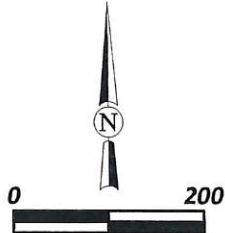
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- GROUNDWATER ELEVATION CONTOUR
- ▭ CONCRETE CAP AREA
- ▭ FORMER MILL BOUNDARY
- APPROXIMATE DIRECTION OF GROUNDWATER FLOW

0 100  
1" = 100' ±

PHOTO SOURCE:  
GOOGLE, 2019

**EXPLANATION**

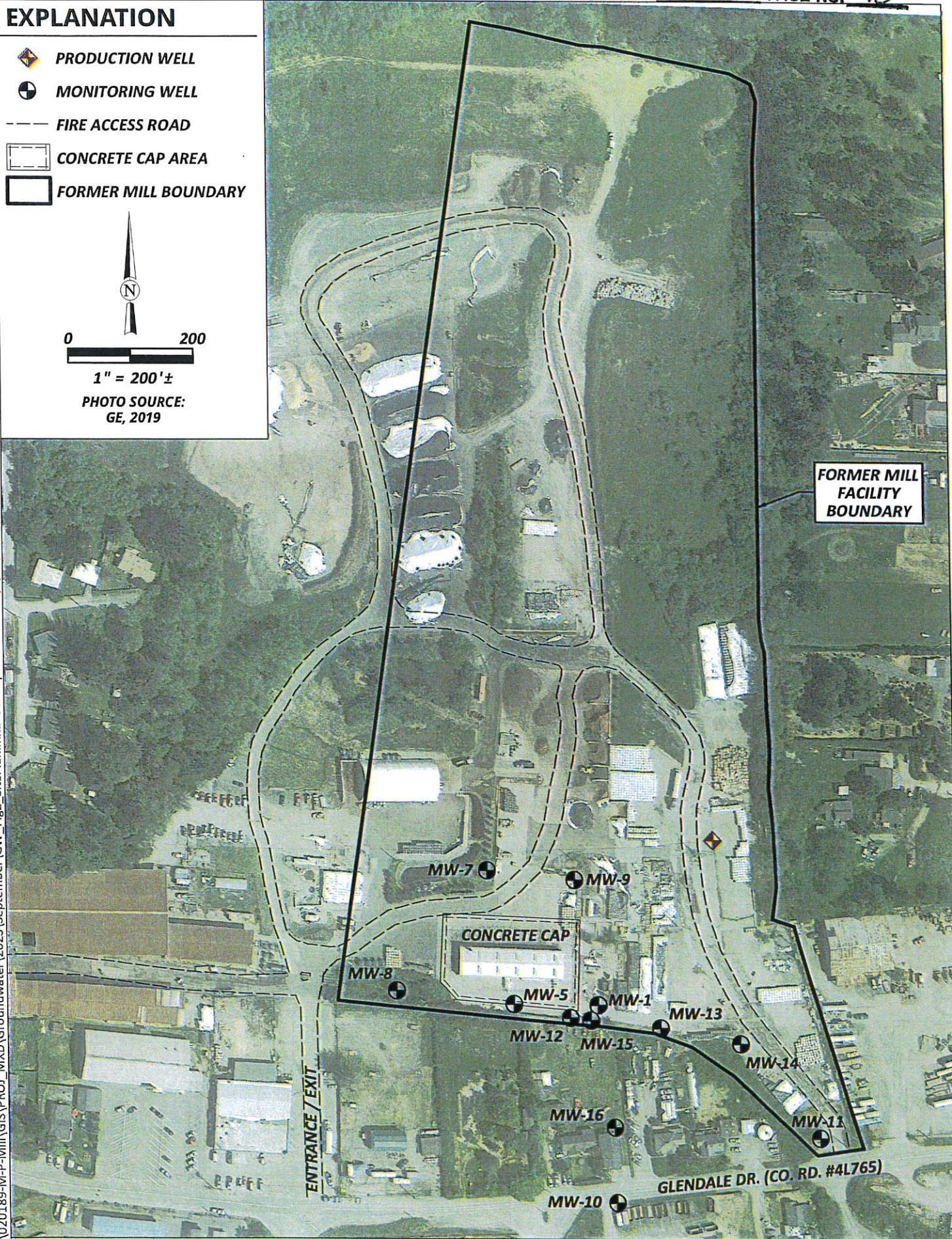
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-  **MONITORING WELL**
-  **FIRE ACCESS ROAD**
-  **CONCRETE CAP AREA**
-  **FORMER MILL BOUNDARY**



1" = 200'±

PHOTO SOURCE:  
GE, 2019

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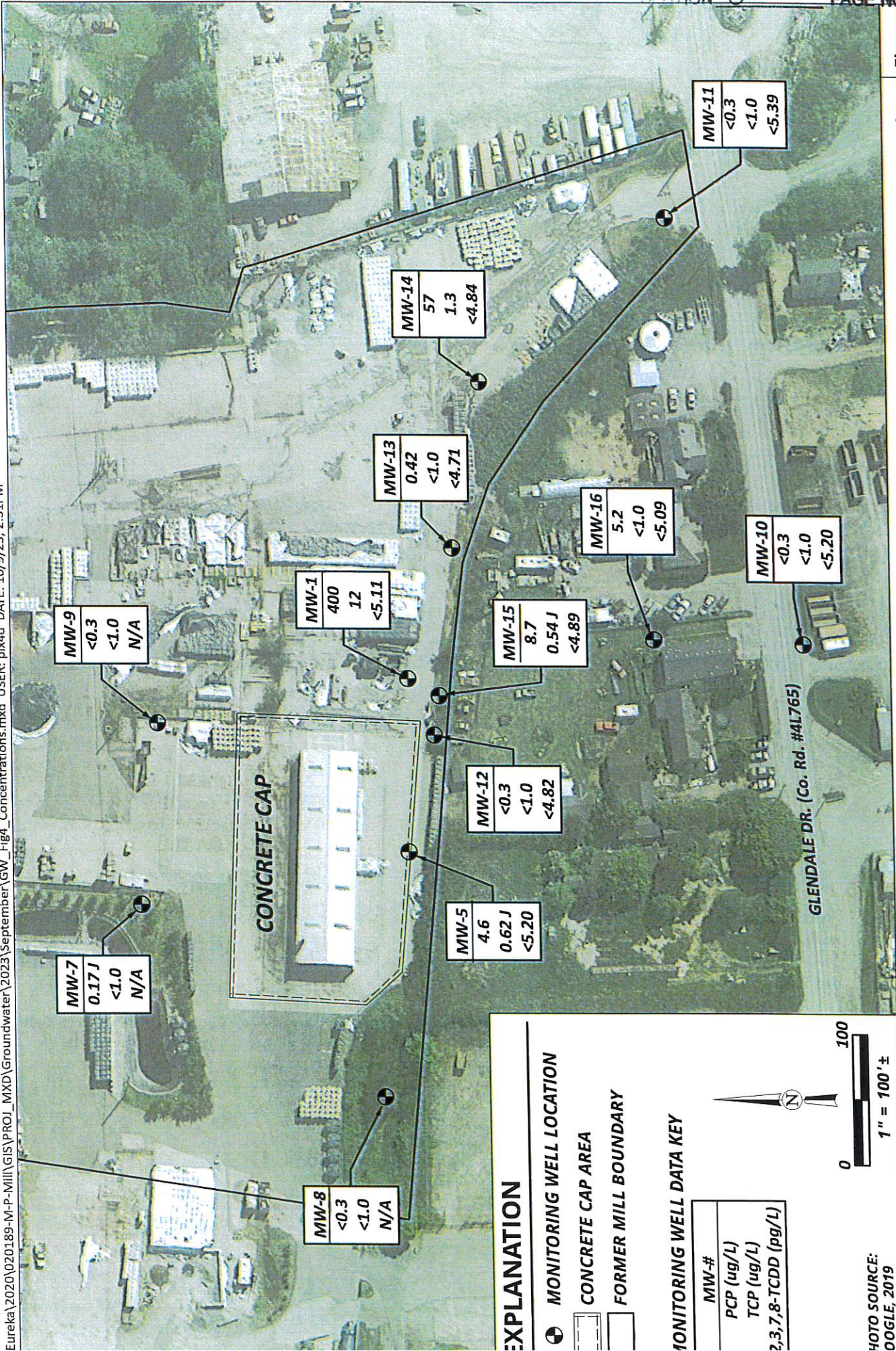
Former McNamara & Peepe Lumber Mill  
Groundwater Monitoring  
1619 Glendale Drive, Arcata, California

Site Plan Figure

2

October 2023 - 020189 030

Eureka\2020\020189-M-P-MIII\GIS\PROJ\_MXD\Groundwater\2023\September\GW\_Fig4\_Concentrations.mxd USER: pix4d DATE: 10/9/23, 2:31PM



**EXPLANATION**

- MONITORING WELL LOCATION
- ▭ CONCRETE CAP AREA
- ▭ FORMER MILL BOUNDARY

**MONITORING WELL DATA KEY**

MW-#	PCP (ug/L)	TCP (ug/L)	2,3,7,8-TCDD (pg/L)
MW-7	0.17 J	<1.0	N/A
MW-9	<0.3	<1.0	N/A
MW-1	400	12	<5.11
MW-14	57	1.3	<4.84
MW-13	0.42	<1.0	<4.71
MW-16	5.2	<1.0	<5.09
MW-10	<0.3	<1.0	<5.20
MW-15	8.7	0.54 J	<4.89
MW-12	<0.3	<1.0	<4.82
MW-5	4.6	0.62 J	<5.20
MW-11	<0.3	<1.0	<5.39
MW-8	<0.3	<1.0	N/A

0 100  
1" = 100' ±

PHOTO SOURCE: GOOGLE, 2019

Select Groundwater Concentrations  
August 22, 2023  
020189.030

Former McNamara & Peepe Lumber Mill  
Groundwater Monitoring  
1619 Glendale Drive, Arcata, California

Figure 4

**Table 2. Groundwater Analytical Results, August 22-23, 2023  
Former McNamara and Peepe Lumber Mill, Arcata, California**

Sample Location	2,3,7,8-TCDD <sup>a</sup> (pg/L) <sup>b</sup>	2005 WHO TEQ <sup>c</sup> (pg/L)	PCP <sup>d</sup> (µg/L) <sup>e</sup>	TCP <sup>d</sup> (µg/L)
MW-1	<5.11 <sup>f</sup>	48.3 J <sup>g</sup>	<b>400<sup>h</sup></b>	12
MW-5	<5.20	0	<b>4.6</b>	0.62 J
MW-7	NA <sup>i</sup>	NA	0.17 J	<1.0
MW-8	NA	NA	<0.3	<1.0
MW-9	NA	NA	<0.3	<1.0
MW-10	<5.20	0	<0.3	<1.0
MW-11	<5.39	0.0300 J	<0.3	<1.0
MW-12	<4.82	0.0408 J	<0.3	<1.0
MW-13	<4.71	0.0146 J	<b>0.42</b>	<1.0
MW-14	<4.84	0.0399 J	<b>57</b>	1.3
MW-15	<4.89	0.0257 J	<b>8.7</b>	0.54 J
MW-16	<5.09	0.0175 J	<b>5.2</b>	<1.0
Dup (MW-10)	<4.84	0	NA	NA
MCL <sup>j</sup>	30	NR <sup>k</sup>	1.0	NR
PHGs <sup>l</sup>	0.05	NR	0.3	NR

<sup>a</sup> 2,3,7,8-TCDD: 2,3,7,8-Tetrachlorodibenzodioxin was analyzed in general accordance with EPA Method 8290A

<sup>b</sup> pg/L: picograms per liter

<sup>c</sup> 2005 WHO TEQ: 2005 World Health Organization's Toxic Equivalency Factor

<sup>d</sup> Pentachlorophenol (PCP) and 2,3,4,6-Tetrachlorophenol (TCP) were analyzed in general accordance with National Council for Air and Stream Improvement, Inc. Method 86.07.

<sup>e</sup> µg/L: micrograms per liter

<sup>f</sup> <: "less than" the stated reporting limit

<sup>g</sup> J: Result is less than the reporting limit but greater than or equal to the method detection limit and the concentration is an approximate value.

<sup>h</sup> **Bold** values indicate an exceedance of the MCL or PHGs.

<sup>i</sup> NA: not analyzed

<sup>j</sup> MCL: maximum contaminant level, State Water Resources Control Board (March 13, 2019).

<sup>k</sup> NR: no reference

<sup>l</sup> PHGs: California public health goals, Office of Environmental Health Hazard Assessment (March 13, 2019).

Appendix 3 includes the complete analytical test results, chain-of-custody documentation, and laboratory quality control data.

### 4.3 Field Measured Parameters

Measurements for groundwater field parameters collected from site wells during the August 2023 sampling event are included in Table 3.



**Table 3. Field Measured Parameters, August 22-23, 2023  
Former McNamara and Peepe Lumber Mill, Arcata, California**

Sample Location	DCO <sub>2</sub> <sup>a</sup> (mg/L) <sup>b</sup>	DO <sup>a</sup> (mg/L)	ORP <sup>a</sup> (mV) <sup>c</sup>	EC <sup>a</sup> (umhos/cm) <sup>d</sup>	pH <sup>a</sup> (standard units)	Turbidity <sup>a</sup> (NTU) <sup>e</sup>
MW-1	170	0.27	31	372.3	5.79	4.07
MW-5	195	0.26	29	321.0	5.55	0.75
MW-7	100	2.22	35	109.6	5.61	1.13
MW-8	235	0.41	28	557.3	6.12	6.53
MW-9	150	0.32	30	247.1	5.82	0.41
MW-10	90	0.30	31	115.2	5.56	58.1
MW-11	140	1.93	31	209.6	5.09	2.50
MW-12	180	0.39	30	275.1	5.47	25.4
MW-13	210	0.34	33	399.2	6.00	11.61
MW-14	215	0.32	30	220.2	5.65	94.2
MW-15	250	0.66	30	275.7	5.72	285
MW-16	35	4.23	175	208.2	5.31	8.44

<sup>a</sup> DCO<sub>2</sub>: dissolved carbon dioxide, DO: dissolved oxygen, ORP: oxidation-reduction potential, EC: specific conductance, pH, turbidity, and temperature were measured using portable instrumentation.

<sup>b</sup> mg/L: milligrams per liter

<sup>c</sup> mV: millivolts

<sup>d</sup> umhos/cm: micromhos per centimeter

<sup>e</sup> NTU: Nephelometric turbidity unit

## 5.0 Summary of Results

The results of the August 2023 groundwater monitoring event at the former McNamara and Peepe Mill are summarized below.

- World Health Organization (WHO) 2005 toxic equivalency factors (TEQs) calculated using dioxin/furan concentrations were highest in monitoring well MW-1 at 48.3 pg/L. There is no maximum contaminant level (MCL) or California public health goal (PHG) reference for WHO 2005 TEQ.
- 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCDD) was not detected at concentrations above the reporting limit in any samples collected during the August 2023 sampling event.
- Chlorinated phenols:
  - PCP was detected at concentrations exceeding the state maximum contaminant level (MCL) of 1 microgram per liter (µg/L) in wells MW- 1, MW-5, MW-13, MW-14, MW-15, and MW-16.
  - The highest concentration of PCP detected in groundwater was in monitoring well MW-1 at a concentration of 400 µg/L, located southeast of the cap.
  - Chlorinated phenols were identified in newly installed site monitoring wells MW-15 and MW-16 located further downgradient of the cap but not in well MW-10 located on Glendale Drive.
  - TCP was detected in wells MW-1, MW-5, MW-14, and MW-15, at concentrations of 12 µg/L, 0.62 J µg/L, 1.3 µg/L, and 0.54 J µg/L, respectively.



The August 2023 monitoring event continued to show the highest PCP concentrations in groundwater are in well MW-1. Levels show a decrease by two orders within a short distance at recently installed well MW-15 (approximately 25 feet downgradient). Similar PCP levels were detected in the groundwater sample collected from well MW-16 on private property downgradient the cap. Testing results obtained from wells MW-15 and MW-16 are considered initial to assessing contamination in the area downgradient of the cap and future monitoring events will help further define the extent. Contaminant concentrations in site wells are generally consistent with historical trends with the highest levels near the cap. Low levels of phenols continue to be detected in wells located east of the cap by the old planer mill and presumably outside the influence of buried waste material.

## 6.0 References Cited

- Google Earth. (April 30, 2019). Aerial Photo of Arcata, California, 40°54'7.24"N and 124° 1'6.39"W. Accessed June 2021. NR:Google Earth.
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- State Water Resources Control Board. (March 13, 2019). "Maximum Contaminant Levels," in Title 22 of the California Code of Regulations. Accessed at: [https://www.waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/Chemicalcontaminants.html](https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Chemicalcontaminants.html)
- . (November 5, 2021). "Remediation Evaluation and Bench Scale Study Work Plan, Former McNamara and Peepe Lumber Mill, 1619 Glendale Drive, Arcata, California; EnviroStor ID: 12240115." Eureka, CA:SHN.
- World Health Organization. (October 2006). "The 2005 World Health Organization Reevaluation of Human and Mammalian Toxic Equivalency Factors for Dioxins and Dioxin-Like Compounds," Toxicol. Sci. Oxford OX2 6DP, UK:Oxford University Press.



Table 2-2 Historical Groundwater Elevations		
Well Name	Date	Groundwater Elevation (ft msl)
MW-1	4/8/1998	80.67
	7/8/1998	72.04
	1/26/1999	79.97
	7/14/1999	73.37
	4/13/2000	78.23
	10/19/2000	69.06
	6/7/2001	70.62
	12/26/2002	84.22
	12/12/2003	82.87
	3/15/2004	86.17
	6/10/2004	83.44
	1/28/2005	85.70
	8/3/2005	83.72
	1/11/2006	88.67
	1/24/2007	85.22
	6/7/2010	85.32
	10/18/2010	80.50
	11/3/2011	82.12
	4/11/2012	87.73
	5/13/2015	83.60
	11/10/2015	79.77
	5/23/2016	84.05
	12/14/2016	87.92
	5/8/2017	85.92
	8/22/2019	81.56
	3/5/2021	85.84
2/22/2022	83.71	
8/23/2022	80.75	
2/22/2023	85.67	
8/22/2023	80.26	
MW-5	1/12/1998	84.44
	4/8/1998	80.33
	7/8/1998	72.59
	1/26/1999	80.20
	7/14/1999	73.68
	4/13/2000	77.71
	10/19/2000	69.12
	6/7/2001	71.12
	12/26/2002	84.18
	12/12/2003	82.31
	1/28/2005	85.66
	8/3/2005	83.68
	1/11/2006	88.34
1/24/2007	85.36	

Table 2-2 Historical Groundwater Elevations		
Well Name	Date	Groundwater Elevation (ft msl)
MW-5 cont'd	6/7/2010	86.05
	10/18/2010	80.60
	11/3/2011	82.26
	4/11/2012	88.04
	5/13/2015	83.85
	11/10/2015	81.10
	5/23/2016	84.35
	12/14/2016	88.05
	5/8/2017	86.50
	3/5/2021	86.12
	2/22/2022	83.97
	8/23/2022	80.94
	2/22/2023	85.68
	8/22/2023	80.50
MW-7	1/12/1998	83.88
	4/8/1998	73.90
	7/8/1998	68.34
	1/26/1999	71.82
	7/14/1999	70.30
	4/13/2000	72.31
	10/19/2000	67.73
	6/7/2001	66.43
	12/26/2002	84.12
	12/12/2003	82.83
	1/28/2005	86.37
	8/3/2005	84.68
	1/11/2005	88.53
	1/24/2007	86.00
	6/7/2010	92.40
	10/18/2010	82.40
	11/3/2011	83.94
	4/11/2012	89.23
	5/13/2015	85.27
	11/10/2015	81.10
	5/23/2016	84.35
	12/14/2016	89.08
	5/8/2017	87.52
	8/21/2019	83.06
	3/5/2021	87.37
	2/22/2022	85.39
8/23/2022	82.43	
2/22/2023	86.87	
8/22/2023	81.36	



Table 2-2 Historical Groundwater Elevations		
Well Name	Date	Groundwater Elevation (ft msl)
MW-8	1/12/1998	84.73
	4/8/1998	81.24
	7/8/1998	73.72
	1/26/1999	81.99
	7/14/1999	75.73
	4/13/2000	78.87
	10/19/2000	71.06
	6/7/2001	72.74
	12/26/2002	85.14
	12/12/2003	88.46
	1/28/2005	89.50
	8/3/2005	85.08
	1/11/2006	89.91
	1/24/2007	87.87
	6/7/2010	no reading
	10/18/2010	no reading
	11/3/2011	no reading
	4/11/2012	no reading
	5/13/2015	87.56
	11/10/2015	84.64
	5/23/2016	87.32
	12/14/2016	90.14
	5/8/2017	88.24
	8/21/2019	82.91
	3/5/2021	88.41
	2/22/2022	87.49
8/23/2022	82.33	
2/22/2023	88.28	
8/22/2023	82.58	
MW-9	1/12/1998	86.88
	4/8/1998	83.50
	7/8/1998	81.21
	1/26/1999	82.48
	7/14/1999	81.14
	4/13/2000	82.19
	10/19/2000	78.90
	6/7/2001	79.70
	12/26/2002	86.30
	12/12/2003	85.68
	1/28/2005	89.26
	8/3/2005	87.85
	1/11/2006	90.89
	1/24/2007	89.04
	6/7/2010	92.55
	10/18/2010	89.70
	11/3/2011	88.52
	4/11/2012	93.38
5/13/2015	87.56	
11/10/2015	84.64	
5/23/2016	88.68	

Table 2-2 Historical Groundwater Elevations		
Well Name	Date	Groundwater Elevation (ft msl)
MW-9 cont'd	12/14/2016	91.56
	5/8/2017	90.66
	8/21/2019	83.81
	3/5/2021	90.93
	2/22/2022	89.37
	8/23/2022	86.84
	2/22/2023	90.61
	8/22/2023	86.99
MW-10	6/7/2010	84.55
	10/18/2010	89.70
	11/3/2011	81.32
	4/11/2012	85.91
	5/13/2015	82.21
	11/10/2015	79.50
	5/23/2016	82.29
	12/14/2016	89.95
	5/8/2017	84.71
	8/21/2019	81.01
	3/5/2021	84.58
	2/22/2022	83.02
	8/23/2022	79.80
	2/22/2023	89.15
8/22/2023	79.69	
MW-11	10/18/2010	81.50
	11/3/2011	83.47
	4/11/2012	86.50
	5/13/2015	83.90
	11/10/2015	81.73
	5/23/2016	84.45
	12/14/2016	87.46
	5/8/2017	85.55
	8/21/2019	82.18
	3/5/2021	85.51
	2/22/2022	84.34
	8/23/2022	81.24
	2/22/2023	86.13
	8/22/2023	80.50
MW-12	11/3/2011	82.10
	4/11/2012	87.81
	5/13/2015	83.53
	11/10/2015	79.68
	5/23/2016	83.98
	12/14/2016	87.93
	5/8/2017	85.98
	8/21/2019	81.55
	3/5/2021	85.93
	2/22/2022	83.75
	8/23/2022	80.76
	2/22/2023	85.51
	8/22/2023	80.33

Table 2-2 Historical Groundwater Elevations		
Well Name	Date	Groundwater Elevation (ft msl)
MW-13	2/22/2022	84.44
	8/23/2022	84.31
	2/22/2023	86.29
	8/22/2023	81.03
MW-14	2/22/2022	84.66
	8/23/2022	81.39
	2/22/2023	86.34
	8/22/2023	81.05
MW-15	8/22/2023	80.40
MW-16	8/22/2023	80.02







\\Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\090\_TechMemo\TechMemo\_Fig3\_SoilBorings.mxd USER: mrose DATE: 5/9/24, 3:01PM



**EXPLANATION**

- SOIL BORING
- ▭ CONCRETE CAP AREA



PHOTO SOURCE:  
GOOGLE, 2019

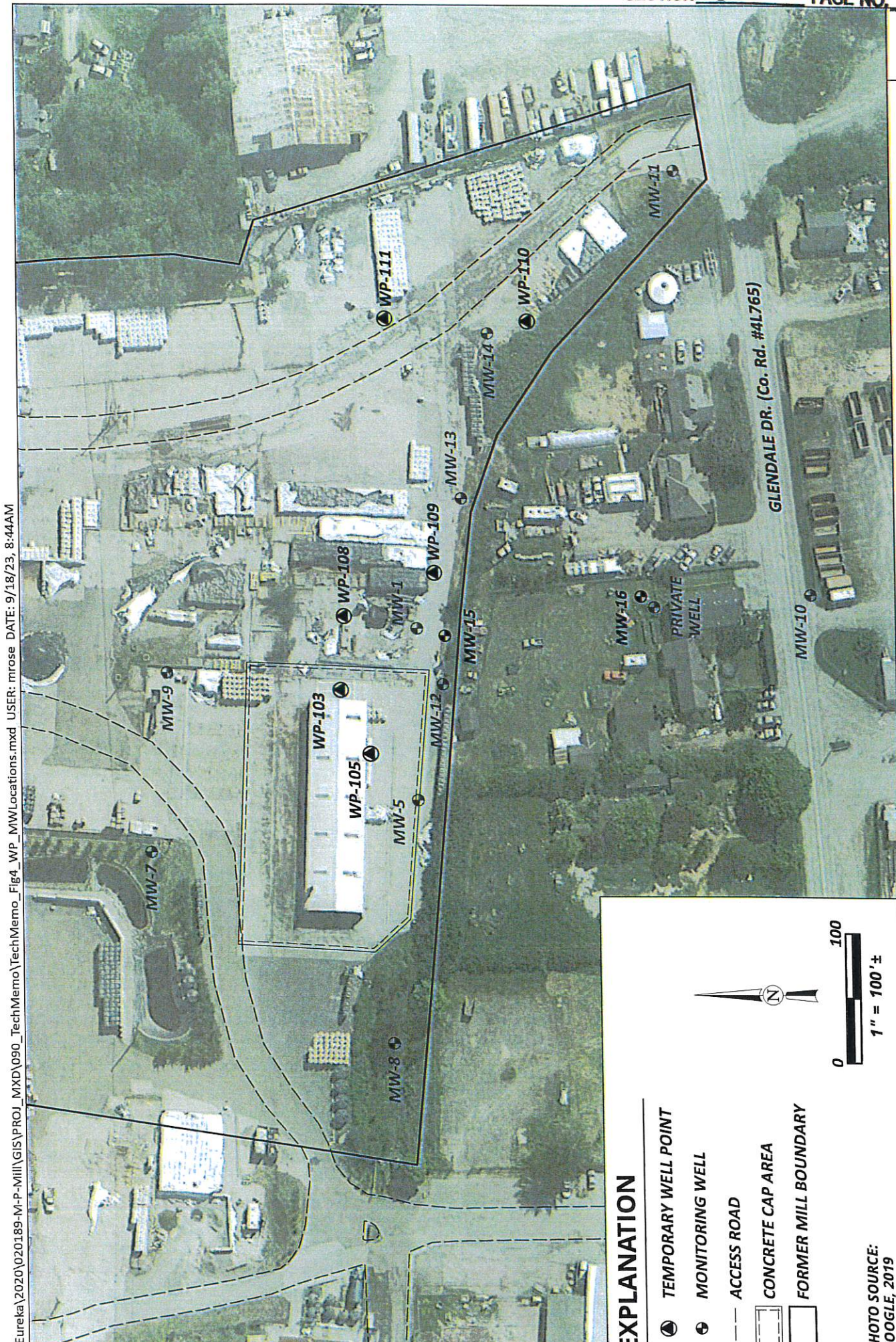
Figure **3**

CAP Area Soil Boring Locations

May 2024 - 020189.090

Former McNamara & Peepe Lumber Mill  
Technical Memo  
1619 Glendale Drive, Arcata, California





\\Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\090\_TechMemo\TechMemo\_Fig4\_WP\_MWLocations.mxd USER: mrose DATE: 9/18/23, 8:44AM

Well Point and Monitoring Well Locations

Former McNamara & Peepe Lumber Mill  
 Technical Memo  
 1619 Glendale Drive, Arcata, California



PHOTO SOURCE:  
 GOOGLE, 2019

\\Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\090\_TechMemo\TechMemo\_Fig5\_SitePlan2.mxd USER: mrose DATE: 9/14/23, 2:25PM

**EXPLANATION**

- MONITORING WELL
- SOIL BORING
- A'— B' CROSS SECTION
- FIRE ACCESS ROAD
- ▭ CONCRETE CAP AREA
- ▭ FORMER MILL BOUNDARY



PHOTO SOURCE:  
GOOGLE, 2019

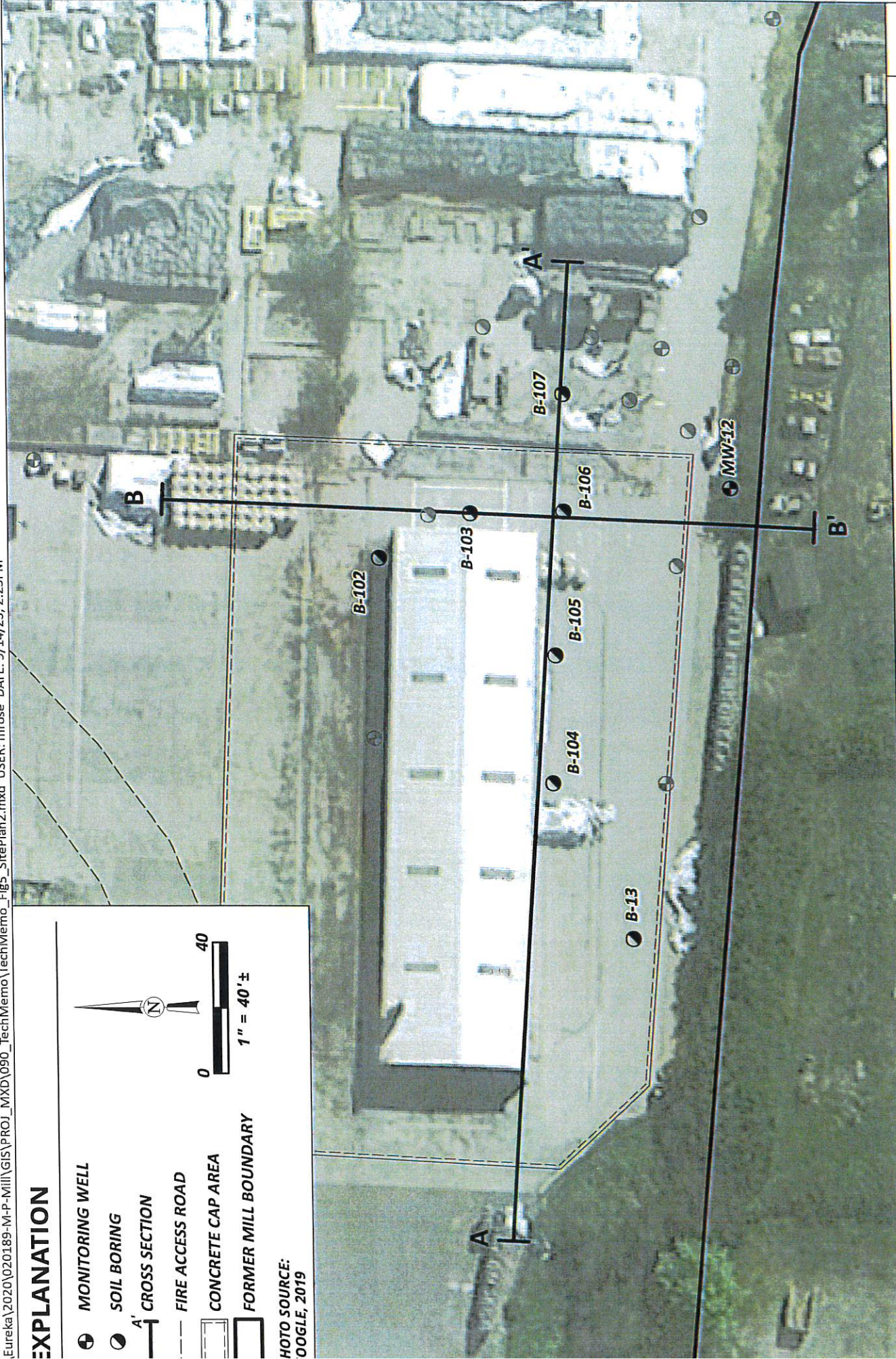


Figure 5

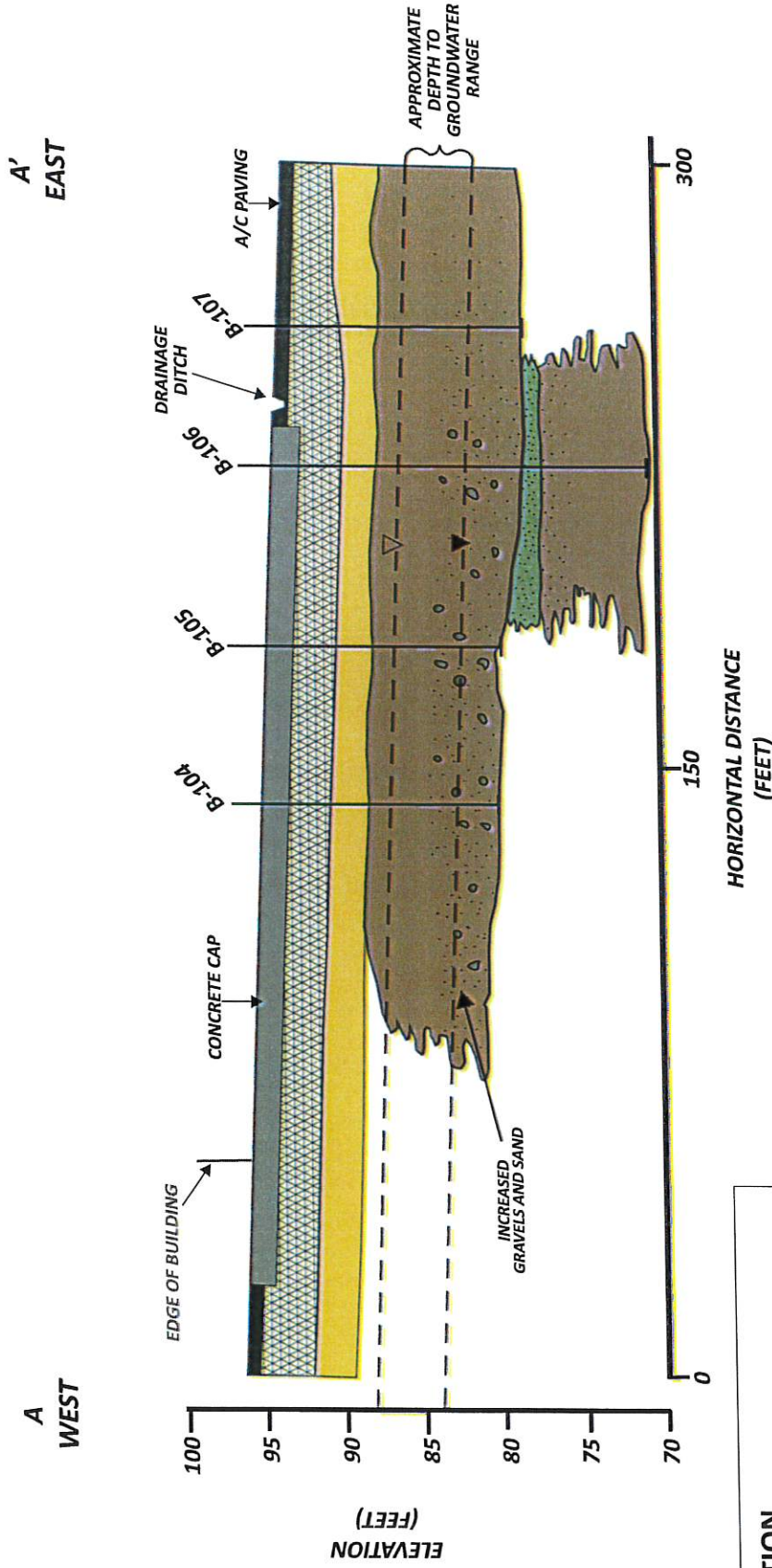
Site Plan  
with Cross Section Locations  
September 2023 - 020189.090

Former McNamara & Peepe Lumber Mill  
Technical Memo  
1619 Glendale Drive, Arcata, California





**GEOLOGIC CROSS-SECTION  
A-A'**



EXPLANATION	
	FILL
	CLAYEY SAND
	CLAY to CLAY with SAND
	SILT to SILT with SAND and GRAVEL

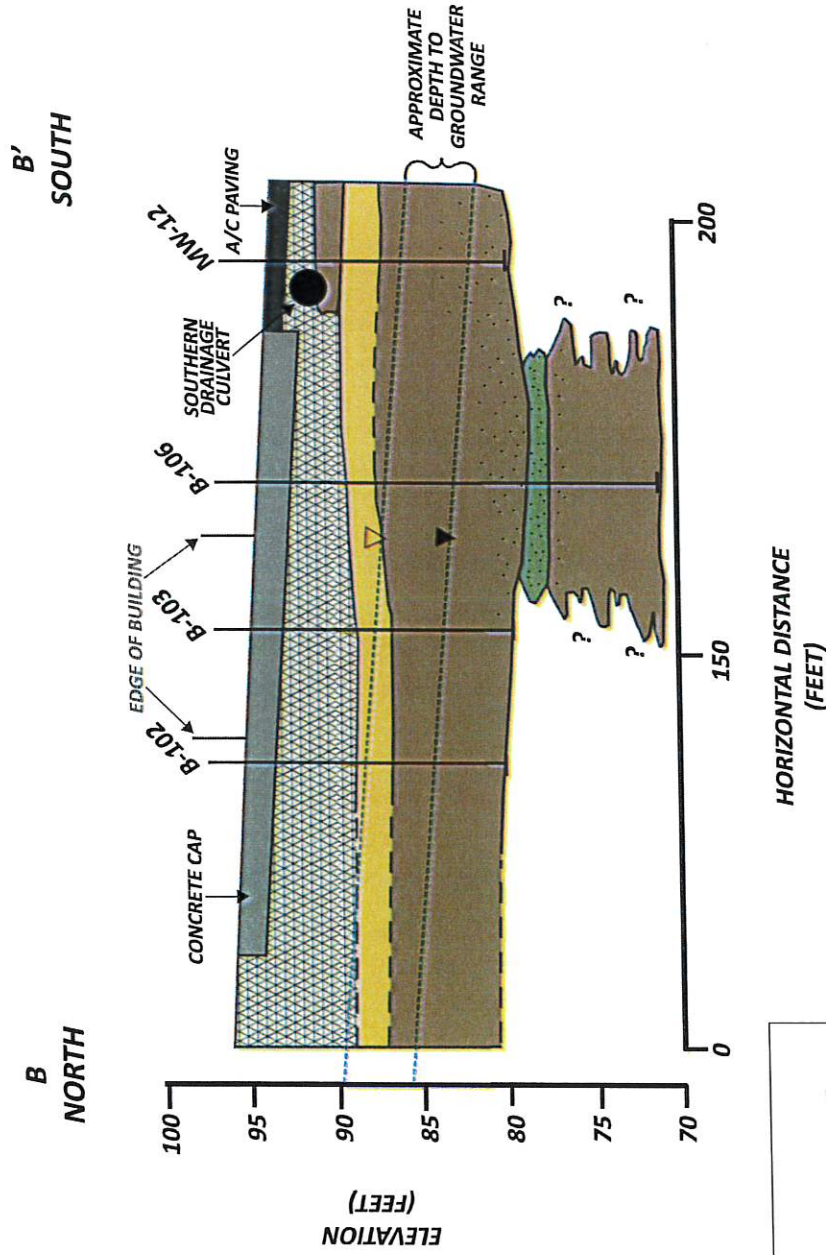
V.E. = 1:4

\\aureka\Projects\2020\020189-M-P-Mill\GIS\FIGURES\090TechMemo\Fig6\_GeologicCrossSectionA-A' USER: atroia DATE: 9/15/2023 12:08PM



\\eureka\Projects\2020\020189-M-P-Mill\GIS\FIGURES\090TechMemoFig6\_GeologicCrossSectionB-B' USER: atroia DATE: 9/14/2023 4:00PM

### GEOLOGIC CROSS-SECTION B-B'



EXPLANATION
FILL
CLAYEY SAND
CLAY to CLAY with SAND
SILT to SILT with SAND and GRAVEL V.E. = 1:4

Geologic Cross Section B-B'  
September 2023- 020189.090  
Figure **7**

Former McNamara & Peepe Lumber Mill  
Technical Memo  
1619 Glendale Drive, Arcata, California



**NEW  
BUSINESS**

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: December 12, 2024

Re: LAFCO Municipal Service Review

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**Background / History**

The Local Agency Formation Commission (LAFCo) is responsible for conducting Municipal Service Reviews (MSR) which include reviews of agency spheres of influence (SOI). According to the Cortese Knox Hertzberg Act, MSR's are to be conducted every 5 years. LAFCo's last MSR of HBMWD occurred in 2009, so the District is due. Staff has been informed by LAFCo that the District's MSR will occur within the next six months. See the attached Humboldt LAFCo Municipal Service Review Overview for an explanation of the MSR process. Also attached is a copy of the February 24, 2009 staff memo and last District MSR Agency Profile. This process was initiated by LAFCo in 2020, but they suspended it pending the District's response to the mainline extension request by the Trinidad Rancheria.

**Discussion**

The interaction between the MSR with SOI and our Water Resource Planning objective to increase local sales prompts a discussion regarding possible changes to the District's sphere of influence.

**Next Steps**

Staff will await contact from LAFCo to conduct their MSR and SOI of the District and inform the Board when that occurs. Depending upon the Board direction, staff may or may not expand discussions regarding the District's SOI to include additional areas outside the current District boundaries. The current plan is to have a draft review presented to the District and LAFCo's Board in February 2025 for feedback and public comment with final adoption in May 2025.



**HBMWD MSR/SOI Update  
Kick-Off Meeting – November 19, 2024  
Agenda**

<b>Time</b>	<b>Topic</b>	<b>Facilitator</b>
11:00am	Introductions	All
11:05am	MSR/SOI Update Overview <ul style="list-style-type: none"> <li>• MSR Objectives</li> <li>• SOI Determinations</li> <li>• Process</li> <li>• Timeline</li> <li>• Information Needs</li> </ul>	LAFCo
11:20am	Status of Services <ul style="list-style-type: none"> <li>• Funding, infrastructure, staffing and retention, leadership and succession, etc.</li> <li>• Status of Water Rights</li> <li>• Wholesale Customers/Agreements</li> <li>• Retail Customers</li> <li>• Requests for new services (inside/outside boundary)</li> </ul>	LAFCo/District
11:40am	Boundary and Sphere of Influence <ul style="list-style-type: none"> <li>• Current Boundary</li> <li>• Current SOI</li> <li>• Planned Changes to Boundary or SOI</li> </ul>	LAFCo/District
11:55am	Wrap-Up and Next Steps	All

**Notes:**



# HUMBOLDT

*Local Agency Formation Commission*

## Information Request:

- Staffing and Governance:
  - Number of full-time and part-time staff employed.
  - Updated organizational chart available?
  - Estimated number of full-time and part-time staff.
  - Roster of Board Members, roles, and terms? (as of January 2025)
  - Confirm when and where are Board meetings held.
  - Where are public notices posted (such as Board Agendas or Public Hearing Notices) aside from website?
  - Strategic planning - staffing and retention, leadership and succession, priority goals
- Financial Information:
  - Adopted budgets for the past five fiscal years (we already have audited financial statements for 2019-2022 and state controller reports 2019-23).
  - Details of recent grants or funding that have improved service delivery or infrastructure.
  - Results from any rate fee studies in the last five years, including assessments and any sunset dates.
- Water Infrastructure/Services:
  - Infrastructure planning
    - CIP and priority needs
    - Status of water rights and permit
    - Drought planning
    - Hazard planning - Large flooding events, dam failure, wildfire
  - Customers
    - Wholesale customers – any updates to agreements and/or contracted water allotments
    - Retail customers - current number or residential, commercial, or industrial accounts
  - Water Delivery
    - Total amount of water treated and delivered in 2023
    - Average and peak demand
- Out of Agency Services:
  - A list of out-of-agency services including any specific APNs (or addresses) served and when service was established.
  - A list of potential future requests for out of agency services.
- Population Growth and Income:
  - Any recent population counts and/or growth projections for your agency?
  - Any recent population income estimates (to help us determine the Median Household Income for your agency).
- Additional Information:
  - Information on any awards and recognitions received.
  - Any additional information or topics your agency would like covered in this review.

2009

**Carol Rische**

**From:** Administrator [administrator@humboldtlafo.org]  
**Sent:** Tuesday, February 24, 2009 4:38 PM  
**To:** hbmwd@northcoast.com  
**Subject:** Humboldt LAFCo Information Request

Hello Ms. Rische,

I am writing on behalf of the Humboldt Local Agency Formation Commission (LAFCo) to request your assistance with a Municipal Service Review (MSR) for your district, the Humboldt Bay Municipal Water District (HBMWD). LAFCo is preparing mandated MSRs and Sphere of Influence updates for all districts within Humboldt County that have not been updated within the last 5 years. In order to complete the MSR for your district, LAFCo needs to gather current information about your district's services, infrastructure, etc.

Please complete the attached Agency Profile and return it as soon as possible. I hope to get this back from you by Monday March 2<sup>nd</sup>. This will allow me to complete the draft report, send it to you for revisions, and have the completed MSR to present to the commission at their next meeting on March 18<sup>th</sup>. Feel free to contact me with any questions you may have regarding this information request. I can also make myself available to meet with you at your convenience, if necessary.

I have saved the questionnaire in a format that should be compatible with your operating system, but if you have trouble, please let me know and I will send a paper copy. Feel free to enter the information electronically and return via email, or print out and fax to the number listed below. Please also send a current map showing the district boundary, sphere of influence, and response areas.

Sincerely,

**Jennifer Longman**  
Humboldt LAFCo Administrator  
administrator@humboldtlafo.org  
1125 16th Street, Suite 202  
Arcata, CA 95521  
P: 707-445-7508  
F: 707-825-9181

Directors,  
We prepared & submitted our MSR several years ago to help LAFCO comply with then-new requirements (per State law). This is an update LAFCO Staff is doing to comply with State law. We complied with their request.  
Carol

2009**Agency Profile**

<b>Agency Name</b>	<b>Date of Formation</b>	<b>Enabling Legislation</b>
Humboldt Bay Municipal Water District	March 19, 1956	California Municipal Water Act
<b>Contact Person</b>	<b>Contact Title</b>	<b>Email/Website</b>
Carol Rische	General Manager	Email:  Website: <a href="http://www.hbmwd.com/home">http://www.hbmwd.com/home</a>
<b>Mailing Address</b>	<b>Physical Address</b>	<b>Phone/Fax</b>
Humboldt Bay Municipal Water District P.O. Box 95 Eureka, CA 95502	Humboldt Bay Municipal Water District 828 Seventh Street Eureka, CA 95502	Phone: (707) 443-5018  Fax: (707) 443-5731

**Governance Structure and Administration**

1. If the primary district contact person differs from the information provided above, please provide the contact name, number and title below for the district's primary contact.

N/A

2. The names, titles, and term expiration date for governing board / council.

<u>Name</u>	<u>Title</u>	<u>Up for re-election</u>
Kaitlin Sopoci-Belknap	President	11/2012
Aldaron Laird	Vice-President	11/2010
Barbara Hecathorn	Secretary/Treasurer	11/2012
Tera Prucha	Asst. Sec/Treasurer	11/2012
Bruce Rupp	Director	11/2010

3. Are the board / council members elected?

Yes, they are elected.

4. Number of full-time 23, part-time 1-3 (seasonally) and volunteer staff 0.

5. How are agency service, infrastructure and budget decisions made?

Decisions are made by the Board after recommendations by staff.



2009

6. Please provide the following documents if applicable:

- Agency organizational chart-See Attached
- Agency strategic plan(s)-NA
- Capital Improvement Plan-See Attached - *main body only*
- Planning documents-NA

7. How often are district board/council meetings held and how are meetings noticed?

Regular Board meetings are held the second Thursday of the month. Special meetings are called as needed. The meetings are noticed via email, website, posting and a few via US Mail.

### Services Provided

Service Summary Matrix

Service	Customers Currently Served (#)	Total Service Capacity (# Cust.)
Water	8 wholesale & 180 retail	

1. Please provide the following information pertaining to the district's water distribution facility:

- A brief description of the district's infrastructure (i.e. wells, pumps, treatment facilities, pipelines);

See existing MSR

- Infrastructure needs and deficiencies; and

See existing MSR and CIP

- Planned projects and improvements

See existing MSR and CIP

2009

2. Please provide a brief description of other agencies and/or districts whose boundaries overlap or share borders with your agency (e.g., the district and/or agency name and the service provided).

HBMWD operates at the wholesale level. Our seven member agencies ( 3 cities and 4 CSD) are within our District boundaries.

3. Please provide a list of other agencies to which your agency provides service support.

Wholesale water provided to:

Arcata	and 4 CSD's	McKinleyville
Blue Lake		Fieldbrook-Glendale
Eureka		Manila
		Humboldt

4. Is your district considering a boundary expansion in the near future? If yes, please provide a brief description of the boundary expansion.

No, not unless an adjacent entity has a service requirement that we can potentially serve.

1. Please provide the following documents:

- A copy of the district's most recently adopted budget – See Attached
- Agency's adopted rate structure(s)- See Attached (Ordinance 16)

2. The amount of the district's total outstanding debt?

20 year zero-percent interest State SRF loan for Regional Treatment Plant. Remaining obligation =\$7.9 million.

3. If the district has outstanding debt, when will the debt be expired with the current repayment schedule?

2020

Thank you!

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors

Date: December 12, 2024

From: Contessa Dickson

RE: Humboldt Redwood Company, Lease Extension Request

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**Discussion**

HBMWD originally entered into a lease contract agreement with Humboldt Redwood Company, LLC (HRC), January 1, 2020.

HRC is formally proposing a three-year extension of the existing lease agreement for the Mt. Pierce Communications site, which is set to take effect on January 1, 2025. The expiration date of the lease extension will be December 31, 2027.

**Recommendation**

District counsel had reviewed and approves this document. Staff recommend approving the lease extension agreement and authorize and direct the general manager to sign the lease amendment.

**FIRST AMENDMENT TO LEASE**

Type of Contract: LEASE (COMMUNICATIONS)

Location: MT PIERCE COMMUNICATIONS SITE Tract: N/A

THIS AMENDMENT TO LEASE, made and entered into effective the 1<sup>st</sup> Day of December 2024, by and between HUMBOLDT REDWOOD COMPANY, LLC hereinafter Referred to as "Lessor," and

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
P.O. Box 95  
Eureka, CA 95502  
(707) 443-5018

hereinafter referred to as "Lessee".

**RECITALS:**

Lessor and Lessee hereto entered into a lease dated January 1, 2020, ("Lease"), and now desire to amend the Lease.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Effective immediately, Lease is hereby amended to extend expiration date of the Lease to December 31, 2027.
2. The new monthly rent shall be \$333.41 effective January 1<sup>st</sup>, 2025. Annual rent increases shall remain at 4%
3. Except as provided by this and any previous amendment to the Lease, each and all of the terms and provisions of the Lease shall be and remain in full force and effect during the extended term thereof.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to Lease, in duplicate, as of the date first hereinabove written.

HUMBOLDT REDWOOD COMPANY, LLC  
"Lessor"

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
"Lessee"

By \_\_\_\_\_  
John W. Kuhry  
Asset Manager

By \_\_\_\_\_  
John Friedenbach  
General Manager

**COMMUNICATIONS SITE**

**LEASE AGREEMENT**

**Dated: January 1<sup>st</sup>, 2020**

**LANDLORD: HUMBOLDT REDWOOD COMPANY, LLC  
a Delaware Limited Liability Company**

**TENANT: HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") made and entered into as of January 1 2020, by and between Humboldt Redwood Company, LLC, a Delaware Limited Liability Company ("Landlord"), and Humboldt Bay Municipal Water District ("Tenant") and shall have the effective date of January 1, 2020 ("Effective Date").

ARTICLE I.  
PREMISES

**Section 1.01** Landlord hereby leases to Tenant, and Tenant hires from Landlord, on the terms and conditions hereinafter set forth the following:

That certain parcel of land situated and being a portion of the site commonly known to Landlord as the Humboldt Redwood Company Mt. Pierce Communications Vault Site ("Site") and being more particularly described in **Exhibit "A"** (the "Premises") and depicted in Exhibit C.

ARTICLE II,  
TERMSTerm

**Section 2.01** The term of this Lease shall be for sixty (60) months, commencing as of April 1, 2012 (the "Commencement Date") and terminating on December 31, 2024 (the "Termination Date") unless sooner terminated pursuant to the terms of this Lease.

Termination

**Section 2.02** This Lease may be terminated, without penalty or further liability: by either party on thirty (30) days' prior written notice, if the other party remains in default under Article XI of this Lease after the applicable cure periods have expired; by Tenant, pursuant to Section 2.07(b) hereof, upon thirty (30) days' prior written notice to Landlord, or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or by either party upon sixty (60) days' prior written notice to the other party for any reason or no reason. Upon the termination of this Lease, Landlord shall refund to Tenant all Prepaid Rent, (hereinafter defined in this Lease).

Rent

**Section 2.03** Commencing on the Commencement Date and thereafter on each anniversary date of such Commencement Date, Tenant will pay the Landlord an annual rent of at least Three Thousand Four Hundred Twenty Dollars (\$3,420.00) ("Rent"), payable in monthly installments of Two Hundred Eighty-Five Dollars (\$285.00). The Landlord and Tenant acknowledge that the initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date. At the commencement of each and every subsequent Lease year, including each and every year within any applicable Holdover Term (hereinafter defined), the Rent shall be adjusted as set forth in Section 2.04.

Tenant and Landlord agree that any Rent payment made by Tenant under this Lease shall be ratably allocated, on a daily basis, over the period for which it is paid. Tenant and Landlord further agree that any Rent payment made by Tenant under this Lease shall ratably inure, to Landlord's benefit, on a daily basis, over the period for which it is paid. Should this Lease terminate prior to the expiration of any annual Lease period, there shall be refunded to Tenant an amount calculated by multiplying the Rent paid for such period by a fraction, the numerator of which shall be the number of full calendar days, including the last day of the annual Lease period, that have not passed since the first day of that annual lease period and the denominator of which shall be 365 (the "Prepaid Rent").

Rent payments shall be remitted to the following address:  
Humboldt Redwood Company  
Dept 34439  
PO Box 39000  
San Francisco, CA 94139

#### Rent Adjustments

**Section 2.04** The total annual Rent payable under Section 2.03 during the Term of this Lease and any Holdover Term (as provided in Section 12.02) shall be adjusted annually on the anniversary of the commencement of the Term or Holdover Term of this Lease by Four Percent (4%).

#### Interest

**Section 2.05** All amounts of Rent, if not paid when due, shall bear interest from the due date until paid at 1.5% interest per month (annual rate of 18%); provided, however, Tenant's total liability for interest payments under this Lease shall not exceed the limits, if any, imposed on such payments by the usury laws of the State of California.

#### Late Charges

**Section 2.06** Tenant acknowledges that any late payment by Tenant of Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult to determine at the outset of this Lease. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and/or note secured by an encumbrance covering the Premises. Therefore, if any installment of Rent due from Tenant is not received within five (5) days of when due, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue Rent as a late charge; provided that, if the Rent is not paid when due two (2) times during the Term of

this Lease, then thereafter, Tenant shall not be entitled to such five (5) day grace period and such late charge shall be assessed on any Rent not paid by 5:00 p.m. on the date due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment of the Rent by Tenant. Landlord's acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

#### Government Approvals

**Section 2.07** It is understood and agreed that Tenant's ability to use the Premises is dependent upon Tenant's obtaining all of the certificates, permits, licenses and other approvals which may be required from any federal, state or local authority ("Governmental Approvals") and any easements which are required from any third parties. Landlord shall cooperate with Tenant, but at no expense to Landlord, in Tenant's efforts to obtain such approvals and easements, and Landlord shall take no action which would adversely affect the status of the property with respect to Tenant's proposed uses thereof.

If, despite Tenant's best efforts otherwise, any application by Tenant for any such Governmental Approvals is finally denied or rejected, or if any such Governmental Approval is canceled or expires or lapses or is otherwise withdrawn or terminated, or if Tenant is unable to obtain and maintain a necessary easement, then Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord.

#### Representations and Warranties

**Section 2.08** Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below.

**Section 2.09** Landlord represents and warrants that: (i) Landlord solely owns the Premises in fee simple, or controls the Premises by lease or license; (ii) the Premises is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Lease; (iii) as long as Tenant is not in default, beyond any applicable cure period, under the terms of this Lease, Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) to the best of Landlord's knowledge, Landlord's execution and performance of this Lease does not violate any laws, ordinances, covenants or provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) to the best of Landlord's ability, that as of the Commencement Date and throughout the Term and any Holdover Term of this Lease properly exercised by Tenant, the



Premises shall be in compliance with all laws, statutes, ordinances, rules and regulations of all federal, state, county, and local departments and agencies applicable to the ownership of and Landlord's use of the Premises, and the granting of this Lease to Tenant. Landlord shall defend, indemnify and hold Tenant harmless from any claims, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees, expert witness fees and other costs of defense) arising from failure of Landlord to comply with its obligations under this Section 2.09; however, Landlord's liability for losses, damages, costs and expenses of any kind shall be limited to an amount not to exceed three months' rent.

**Section 2.10** Landlord represents that to the best of Landlord's knowledge and belief, the Premises is free of hazardous substances as of the Commencement Date of this Lease and, to the best of Landlord's knowledge, the Premises has never been subject to any contamination or hazardous conditions resulting in any hazardous substance environmental investigation or remediation. Landlord and Tenant agree that each will be responsible for its compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or will be related to that party's activity conducted on or about the Premises. Tenant represents that upon execution of this Lease and at any time upon request by Landlord, Tenant shall provide to Landlord Tenant's chemical storage information for chemicals stored, in any way, on or at the Premises. Landlord shall be given access to the Premises at any and all times reasonable to inspect Tenant's storage of chemicals on or at the Premises.

**Section 2.11** Landlord and Tenant agree to hold harmless and indemnify the other from, and assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental law, including, without limitation any regulations, guidelines, standards or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section 2.11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Premises' condition or any clean-up, remediation, removal or restoration work

required by any governmental authority. The indemnification provisions of this Section 2.11 shall survive any expiration or termination of this Lease.

ARTICLE III.  
PERMITTED USE

Use and Care of Site

**Section 3.01** Tenant may install, operate and maintain only a Communication Facility on the Premises at Tenant's sole cost and expense, pursuant to the definitions and limitations attached hereto as **Exhibit "B"**.

**Section 3.02** Notwithstanding any other provision of this Lease, under no circumstance shall Tenant place or store any of the following in, on or about the Premises: (i) combustible materials or substances, (ii) materials or substances that are identified or defined as hazardous or toxic materials, substances or wastes or as pollutants under any federal, state, or local law, ordinance or regulation pertaining to the environment, pollution or public health ("Hazardous Substances Laws") or (iii) materials or substances which are regulated by Hazardous Substances Laws. Tenant shall obtain in its name and pay for all required permits to operate within environmental compliance. Tenant shall be responsible, as it directly relates to its occupancy and use of the Premises, for all mandatory inspections, monitoring and reporting under current environmental regulations. Tenant shall indemnify, protect, defend and hold harmless Landlord from and against any all and demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and other expenses arising directly and/or indirectly from Tenant's violation of this Section 3.02, such indemnification to survive the expiration or earlier termination of this Lease.

In those instances where Landlord has given Tenant written permission to place a backup power generator on the Premises, the backup generator's fuel tank may contain fuel; however there shall be no fuel storage on the Premises. Tenant shall use utmost care in providing fuel to the generator and shall be strictly liable for any spillage or leakage of fuel. Tenant shall, in the case of fire, hazardous spill or any other emergency situation anywhere on the Premises, give immediate notice to Landlord at the emergency contact phone numbers provided by Landlord to Tenant from time to time. In case of any fire, hazardous spill or other emergency situation anywhere on the Premises, Landlord shall have the right to immediately enter upon the Premises by whatever means necessary and available to Landlord. Tenant acknowledges and agrees that it shall report any hazardous spills caused by Tenant to the appropriate agencies and shall be responsible to remediate any such release caused by the Tenant to standards established by the appropriate government agency.

**Section 3.03** In the event Tenant becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition

or matter relating to the Premises that, in Tenant's sole determination, renders the condition of the Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon thirty (30) days' written notice to Landlord. Tenant's right to terminate does not arise if Tenant is responsible for the hazardous materials being on the Premises, or for any environmental or industrial hygiene condition or matter relating to the Premises. In the event that Landlord becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Landlord's sole determination, exposes Landlord to undue risks of government action, intervention or third-party liability, or, in its sole belief, continued leasing of the Premises to Tenant would expose Landlord to undue risks of government action, intervention or third-party liability, Landlord shall have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon thirty (30) days' written notice to Tenant. Landlord's right to terminate does not arise if Landlord is responsible for the hazardous materials being on the Premises, or for any environmental or industrial hygiene condition or matter relating to the Premises.

#### Access Roads

**Section 3.04** Landlord hereby grants to Tenant the following rights to be exercised by Tenant only in conjunction with Tenant's use of the Premises:

- (a) The nonexclusive right of access to the Premises, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, over Landlord's roads or any designations or relocations thereof, as may be designated in the sole discretion of Landlord. The Premises and the access roads together shall be referred to as the "Property".
- (b) The nonexclusive right to authorize use of the aforesaid roads by Tenant's contractors, agents, servants, employees, and permittees whenever, for a business purpose, it is reasonably necessary for them, or any of them, to have access to the Premises.
- (c) If applicable, Tenant will be issued two (2) keys to any locked gates on any roads leading to the Premises. All such gates are to be locked each time by Tenant or its agents upon entering and leaving the area. Tenant shall refrain from allowing persons other than Tenant's employees, agents, and contractors who are acting within the scope of Tenant's permitted use from using any such keys. If Tenant loses such a key, replacement lock(s) and keys shall be paid

for by Tenant. Tenant agrees to conform to all rules relating to the issuance of said keys which may be promulgated by Landlord.

- (d) If access to the Premises is provided to Tenant by the use of roads that are not owned or exclusively controlled by Landlord, excepting public roads, Tenant will be provided with a license to use such roads and agrees to comply with the terms of such license. The terms of use of non-owned or controlled Landlord roads are described in the Additional Terms section of **Exhibit D**.
- (e) Special Compliance Provisions. Tenant shall, at all times, observe and comply with the terms and provisions of: (a) that certain Final Environmental Impact Statement/Environmental Impact Report and Habitat Conservation Plan/Sustained Yield Plan for the Headwaters Forest Project, dated January 1999; (b) any Implementation Agreement with regard to Habitat Conservation Plan(s) for the properties of Landlord by and among the United States Fish and Wildlife Service, the National Marine Fisheries Service, the California Department of Fish and Game ("CDFG"), the California Department of Forestry and Fire Protection ("CAL FIRE") and Landlord including those agreements assumed by Landlord in the reorganization of the Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation dated February 1999; (c) any Habitat Conservation Plan for the properties of Landlord, including that certain Habitat Conservation plan of February 1999 that was assumed by Landlord in the reorganization of Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation; (d) any Streambed Alteration Agreement with regard to Landlord including that certain Streambed Alteration Agreement with Regard to the Pacific Lumber Company, Habitat Conservation Plan, by and among CDFG and Pacific Lumber and Salmon Creek dated February 1999 that was assumed by Landlord in the reorganization of Pacific Lumber Company and Salmon Creek Corporation, to the extent any of the above documents bind the Premises and other lands of Landlord and are applicable to Tenant's activities on the Premises or other lands of Landlord, and copies of which Landlord agrees to provide Tenant upon request.
- (f) Forest Stewardship Council Certification Pesticide Policy Compliance. Lessee shall, at all times, observe and comply with FSC Pesticides Policy (<https://fsc.org/en/document-center/documents/374>). Lessee will not use any pesticides listed as "Prohibited" and report annually usage pounds used, active ingredient, location, and reason for use of any pesticide listed (Exhibit E).

Interference with Other Equipment**Section 3.05**

- (a) Tenant shall not interfere with Landlord's or others' existing operations. Notwithstanding any other provision of this Lease, the lease granted herein does not permit Tenant to, nor shall Tenant at any time, use the Premises in any way which would adversely affect or interfere with Landlord's operations, or the operations of any existing authorized other user of the Premises and, in particular, Tenant shall not use the Premises in any manner which would or might interfere with Landlord's or any other user's existing radio transmission or reception or cause spurious radiation.
- (b) Should Landlord determine that interference or noncompliance with Federal Communication Commission's ("FCC") specifications or any other abnormal situation may exist on the Premises, Tenant shall cooperate with Landlord, or other tenant or tenants of Landlord, in scheduling a joint inspection of the Premises by technicians—one designated by each party for the purpose of determining the source of the problem and how to remedy same.
- (c) Landlord shall not grant a lease or easement or other rights to any third party for use of the Premises in the future if such use would in any way materially adversely affect or interfere with Tenant's operation of the Communication Facility or any other rights of the Tenant granted under the terms of this Lease. Landlord shall, when granting any right to any other person to use the Premises, condition such right on not causing material adverse interference of any nature with Tenant's existing telecommunications operation.
- (d) Should Tenant's use of the Premises cause interference at any time to the existing telecommunications operations of Landlord or any other party then using property owned by Landlord pursuant to a lease agreement with Landlord, the date of which precedes the date of this Lease, upon knowledge of such interference, Tenant shall, at its own expense and within forty-eight (48) hours, stop such interference and shall prevent such interference from recurring while Tenant investigates and remedies the cause of the interference. Failure to stop such interference shall be grounds for Landlord to immediately terminate this Lease.
- (e) In addition to the other remedies provided for in this Lease, Landlord shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants provisions contained in this Section 3.05.

- (f) Where there are existing radio frequency user(s) on the Premises or Landlord's immediately surrounding property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises or Landlord's immediately surrounding property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

### Hunting and Fishing

**Section 3.06** Tenant, its employees, agents, representatives and permittees, shall not hunt, fish, trap, use or carry firearms or take dogs on the Premises or any real properties of Landlord.

## ARTICLE IV, UTILITIES

**Section 4.01** Tenant shall, wherever possible, install separate meters for utilities used by Tenant on the Premises and shall pay the applicable utility company directly for such utilities it consumes on the Premises. Landlord will not unreasonably withhold consent to Tenant's plans and specifications for installing electrical lines and other utilities, at Tenant's expense, and for improving the present utilities on the Property (including, but not limited to, the installation of emergency power generators) reasonably necessary to provide service to the Communication Facility; provided, that Tenant first submits plans and specifications for the same to Landlord for approval. Landlord shall respond to Tenant's request for approval within twenty (20) days after receipt of such plans and specifications and if Landlord fails to respond within such time, such plans and specifications shall be deemed approved. In addition, Landlord will fully cooperate with any applicable utility company and shall grant such company an easement over, under and across the Property in order for the utility company to provide services to the Tenant ("Utility Easement"). In the event Tenant cannot secure its own metered electrical supply, Tenant may request, at its own cost and expense, to sub-meter electrical power from the Landlord, whose approval shall not be unreasonably withheld. When sub-metering of electric power is allowed under this Lease, Landlord will read the sub-meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Tenant will remit payment to Landlord for sub-metered electrical usage within thirty (30) days of receipt of the invoice and usage data. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least seven (7) days' advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power

to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If a planned interruption of sub-metered electricity is for a period that exceeds twenty-four (24) hours, the Landlord agrees to allow Tenant, at its own expense, to bring in a temporary source of power or other reasonable facilities necessary to establish such services to the Premises required for the normal conduct of Tenant's business for the duration of the interruption. If a planned interruption in sub-metered electricity lasts for a period exceeding five (5) consecutive calendar days, Tenant shall also have the option to terminate this Lease upon ten (10) days' prior written notice to Landlord. If an unplanned interruption of power occurs, Tenant may provide emergency power reasonably necessary to provide service to the Communication Facility at Tenant's own cost and expense; provided, that Tenant first notify Landlord and submits plans and specifications for the same to Landlord for approval. The emergency power installation shall not interfere with any other tenant's operations and shall comply with all environmental and safety laws, rules and regulations.

ARTICLE V.  
ASSIGNMENT AND SUBLETTING

**Section 5.01** Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent will be at the absolute discretion of the Landlord. If Landlord does consent, that consent may, among other things, be conditioned on reimbursement to Landlord of all expenses incurred by Landlord, payment to Landlord of all rents received by Tenant that exceed the Rent paid hereunder, and any other commercial terms deemed appropriate to the Landlord. This includes, but is not limited to, Tenant subleasing space to third parties on its communications tower. Landlord's consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of Tenant, by operation of law, without the written consent of Landlord. No assignment, whether or not with Landlord's consent, shall relieve Tenant of any liability hereunder. Landlord shall have the right to inspect the Premises from time to time to determine compliance by the Tenant with this Article V. Notwithstanding anything to the contrary contained herein, Tenant may make an assignment to an entity it controls, that controls it, or that is under common control with it, or in connection with a merger, consolidation or sale of all or substantially all of Tenant's assets, provided Tenant gives written notice to the Landlord at least ten (10) days prior to the date of the transfer.

ARTICLE VI.  
INSURANCE AND INDEMNIFICATION

## Indemnification

**Section 6.01** Tenant agrees to indemnify and hold Landlord, its mortgagees, lenders, agents, the shareholders, constituent partners and other direct or indirect owners of Landlord or any agent of Landlord, and all contractors, officers, directors and employees of any thereof (collectively, "Indemnitees"), and each of them, harmless from and to protect and defend each Indemnitee against any and all obligations, losses, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, suits, orders or judgments), causes of action, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including reasonable attorney's and consultant's fees and expenses) (collectively, "Claims"), (i) arising out of the use or occupancy or manner of use or occupancy of the Premises or Property by Tenant or any person claiming through or under Tenant; or (ii) arising out of any injury or death of any person or damage to or destruction of property occurring in or about the Premises or Property and caused by Tenant or any employee, guest or invitee of Tenant, except only, with respect to any Indemnitee, to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of such Indemnitee and not covered by the insurance required to be carried by Tenant hereunder or except to the extent such indemnity obligation is prohibited by law, (iii) arising from any interference caused by or resulting from the improvements and/or system installed on the Premises by Tenant, (iv) arising from any environmental claims against the Premises or Property that have been caused directly or indirectly by Tenant or Tenant's employees, guests or invitees or (v) arising from any failure of Tenant to comply with any of its obligations hereunder. If any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, Tenant, upon notice from Landlord, covenants to resist and defend at Tenant's sole expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant's obligations under Section 6.01 shall not be construed as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease. The provisions of this Section 6.01 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability occurring or arising prior to such termination.

Non-Liability of Landlord for Damages

**Section 6.02** Neither Landlord nor the other Indemnitees shall be liable to Tenant, and Tenant waives all claims against Landlord and such other Indemnitees, for any injury to or death of any person or for loss of use of or damage to or destruction of property in or about the Premises or Property, and any other loss, damage, expense or liability, including without limitation, loss of



business or any consequential damages, by or from any cause whatsoever, including without limitation, earthquake or earth movement, gas, fire, oil, electricity, except only, with respect to any Indemnitee, to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of such Indemnitee and not covered by the insurance required to be carried by Tenant hereunder or except to the extent such limitation on liability is prohibited by law.

### Insurance

**Section 6.03** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease: (a) Commercial general liability insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Premises with combined single limit coverage of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million and No/100 Dollars (\$2,000,000.00); that policy shall include contractual liability, insuring Tenant's performance of indemnification obligations contained in this Lease; (b) Fire and "all risk" property damage insurance, insuring the system and any other permitted improvements and Tenant equipment located on the Premises for full replacement cost, and (c) Worker's Compensation Insurance with limits as required by California statute and (d) Employer's Liability with limits of \$1,000,000.00 per each accident and \$1,000,000.00 disease policy limit per employee. Where applicable, each policy of insurance required to be carried by Tenant pursuant to this Section:

- (a) shall name Landlord and any other parties in interest that Landlord reasonably designates as additional insured and loss payee;
- (b) shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of Landlord;
- (c) shall be in a form satisfactory to Landlord;
- (d) shall be carried with companies reasonably acceptable to Landlord;
- (e) shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to Landlord;
- (f) shall not have a "deductible" in excess of any amount reasonably approved by Landlord;

(g) shall contain a cross liability endorsement; and shall contain a "severability" clause.

A copy of each policy evidencing the insurance required to be carried by Tenant pursuant to this Section or a certificate of the insurer, certifying that the policy has been issued, which provides the coverage required by this Section and which contains the specified provisions, shall be delivered to Landlord prior to the time Tenant takes possession of the Premises and upon renewal of those policies, not less than thirty (30) days prior to the expiration of the term of the coverage.

Tenant shall pay any increase in Landlord's property insurance (if any) over the amount of the premium immediately prior to the commencement of the Term that is attributed by Landlord's insurance carrier to the nature of Tenant's occupancy or any act or omission of Tenant.

#### Waiver of Subrogation

**Section 6.04** Tenant and Landlord each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Landlord, Tenant, or their respective employees, agents, contractors and invitees. Prior to obtaining the required policies of insurance, Tenant and Landlord shall notify their respective insurance carriers that the previous waiver of subrogation is in this Lease.

#### Default in Payment of Premiums

**Section 6.05** A default in the payment by Tenant of an insurance premium when due shall constitute a default under the terms of this Lease, and Landlord shall have the right to proceed in the same manner as if Tenant defaulted in the payment of a rental installment when due.

### ARTICLE VII. CASUALTY LOSS

#### Destruction of Premises/Condemnation

**Section 7.01** If, during the Term, the Premises are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, Landlord will provide notice to Tenant of any such casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to the Landlord within fifteen (15) days of the damage being incurred, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will

be entitled to collect all insurance proceeds payable to Tenant on account thereof and, to the extent that the damage was not the result of Tenant's negligence or willful acts, to be reimbursed for any Prepaid Rent on a prorata basis. If no notice of termination is given, or if Landlord undertakes such actions to restore the Premises and such structures and/or facilities located thereon, or if Tenant undertakes such actions needed to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Premises at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or such applicable reconstruction is completed.

Notwithstanding the preceding paragraph, if the cost of the restoration exceeds the amount of proceeds received from the insurance carried by Landlord (which may or may not be carried by Landlord in Landlord's sole discretion), or in the event there is no insurance, Landlord can elect to terminate this Lease by giving notice to Tenant within sixty (60) days after the date of the occurrence.

**Section 7.02** In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within ten (10) business days. If a condemning authority takes all of the Premises or the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro-rata basis.

#### ARTICLE VIII. IMPROVEMENTS

**Section 8.01** Upon termination of this Lease or upon abandonment of the Premises by Tenant, Tenant – at its sole cost and expense – shall remove all improvements installed by Tenant on the Premises. If Tenant fails to so remove said improvements, Landlord shall have the right to remove said improvements and Tenant shall reimburse Landlord for its costs and expense of removal.

#### ARTICLE IX. TAXES

**Section 9.01** Except for real property taxes assessed on or related to the value of Tenant's improvements or increases in base taxes based on Tenant's improvement or use of the Premises (which will be the sole obligation of Tenant),

all real property taxes are to be paid by Landlord. All real property taxes assessed on or related to Tenant's improvements shall be paid by Tenant. Each year, Landlord shall notify Tenant of Tenant's obligation pursuant to this paragraph. Tenant shall make payment within ten (10) days of receipt of such notice. Landlord shall have the right to pay Tenant's portion of the real property taxes to avoid a tax lien being placed on the Premises. In that event, Tenant shall be in breach of this Lease unless, within ten (10) days of receiving this notice, Landlord has cured said breach by paying Tenant's portion of the real property taxes as required by this Section. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Tenant's improvements on the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

**Section 9.02** Tenant promises and agrees to pay taxes and assessments levied upon the personal property owned, used, and occupied by Tenant, and if the same be assessed to Landlord, Landlord shall segregate such taxes and bill same to Tenant who shall pay the same to Landlord upon demand.

#### ARTICLE X. MECHANIC'S LIENS

**Section 10.01** Tenant agrees to pay promptly for all labor done or materials furnished for any work or repair, maintenance, improvement, alteration or addition done by Tenant in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if Tenant, in Tenant's discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such period or if Tenant fails to furnish such security, then, in addition to other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Tenant shall repay to Landlord on demand all sums disbursed hereunder, including Landlord's costs, expenses, and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the real property, of which the Premises are a part, to liability under any mechanic's lien law.

Postings of Notices of Non-responsibility

**Section 10.02** Landlord shall at all times have the right to post and to keep posted on the Premises such notices provided for under the laws of the State of California for the protection of the Premises from mechanic's liens or liens of a similar nature.

**Section 10.03** Landlord waives any and all lien rights and rights of distraint it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

ARTICLE XI.  
DEFAULTActs Constituting a Default

**Section 11.01** Any and all of the following actions shall constitute a default of this Lease:

- (a) Use, by Tenant, of the Premises for any purpose other than as authorized in this Lease; or
- (b) Default, by Tenant, in the payment of Rent or any other sums owing when due; or
- (c) Abandonment of the Premises and/or Tenant's improvements by Tenant for thirty (30) days or more; or
- (d) Assignment of the Premises by Tenant, either voluntarily or by operation of law, whether by judgment, executions, death or any other means; or
- (e) The filing by Tenant or any other person of a voluntary or involuntary petition in bankruptcy or an arrangement by or against Tenant; the adjudication of Tenant as a bankrupt or insolvent; the appointment of a receiver of the business or assets of Tenant, except a receiver appointed at the instance or request of Landlord; the general or other assignment by Tenant for the benefit of Tenant's creditors; or
- (f) A default in the performance of any of the terms, covenants, and conditions herein contained; or

- (g) The inability of Tenant to pay the Rent herein specified or to perform any of the terms, covenants or conditions herein by Tenant to be kept or performed.

Remedies of Landlord on Default**Section 11.02**

- (a) Termination. In the event of the occurrence of any material default, Landlord shall have the right, with or without notice or demand, to immediately terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination.
- (b) Continuation After Default. Even though Tenant has breached this Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under subsection 11.02(a) hereof, and Landlord may enforce all its rights and remedies under this Lease, including, but without limitation, the right to recover Rent as it becomes due, and Landlord, without terminating this Lease, may exercise all of the rights and remedies of a Landlord under Section 1951.4 of the Civil Code of the State of California or any successor code section. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.
- (c) Damages Upon Termination. Should Landlord terminate this Lease pursuant to the provisions of subsection 11.02(a) hereof, Landlord shall have all the rights and remedies of a Landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided, (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided, and (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of

things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in (1) and (2) above shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

Nothing contained in this Lease, and no security or guarantee of the Tenant that Landlord holds now or in the future under this Lease, shall in any way constitute a bar or defense to an action by Landlord in unlawful detainer or for recovery of the site.

#### Waiver of Breach

**Section 11.03** Landlord's or Tenant's failure to act upon any default or breach of covenant on the part of the other party shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of such non-defaulting party to insist upon the performance by the defaulting party of any term, covenant, or condition hereof, or to exercise any rights given such non-defaulting party on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of Rent hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Lease.

The failure of any non-defaulting party to insist upon the strict performance of the terms, conditions, covenants, and agreements herein contained, or any of them, shall not constitute or be considered as a waiver of or relinquishment of the non-defaulting party's rights thereafter to enforce any such default or term, condition, covenant or agreement and the same shall continue in full force and effect,

### ARTICLE XII. GENERAL PROTECTIVE PROVISIONS

#### Notice of Fire, Hazardous Spill or Emergency Situation

**Section 12.01** Tenant shall, in the case of fire, hazardous spill or any other emergency situation anywhere on the Premises, give immediate notice to Landlord at the emergency contact phone numbers provided by Landlord to Tenant from time to time. In case of any fire, hazardous spill or other emergency situation anywhere on the Premises, Landlord shall have the right to immediately enter upon the Premises by whatever means necessary and available to



Landlord. Tenant acknowledges and agrees that it shall report any hazardous spills caused by Tenant to the appropriate agencies and shall be responsible to remediate any such release caused by the Tenant to standards established by the appropriate government agency.

#### Holding Over

**Section 12.02** Tenant shall pay Landlord for each day Tenant retains possession of all or any portion of the Premises after expiration or termination of this Lease ("Holdover Term") by lapse of time or otherwise at the rate ("Holdover Rate") which shall be One Hundred Fifty Percent (150%) of the amount of the Rent for the last period prior to the date of such termination, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord's election to such effect, such holding over shall constitute renewal of this Lease on a month-to-month basis at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Section shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

#### Surrender at End of Term

**Section 12.03** Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof at the end of the term of this Lease.

#### Release of Landlord After Sale

**Section 12.04** In the event of a sale or conveyance by Landlord of the Premises or any part containing the Premises, Landlord shall, except for those obligations that expressly herein survive the expiration or earlier termination of this Lease, be released from any future liability upon any of the covenants or conditions, expressed or implied, in favor of Tenant, and in such event, Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease.

#### Tenant's Quitclaim

**Section 12.05** At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge, and deliver to Landlord, within five (5) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the Premises and the Property.

#### Emergency Situations

**Section 12.06** Notwithstanding anything to the contrary in this Lease, if a situation exists in which an immediate threat is posed to (i) the health and safety to the public or any visitor to the Premises; or (ii) the physical integrity of the Premises (an "Emergency Situation") that Landlord reasonably determines to be attributable to Tenant's equipment, upon written or verbal notice, Tenant shall act diligently and expeditiously to remedy the Emergency Situation. Should Tenant fail to remedy the Emergency Situation or should Landlord reasonably determine that the response time by Tenant is not adequate given the nature of the Emergency Situation, Landlord may then act to remedy the Emergency Situation, including, if reasonably determined by Landlord to be necessary, interrupting the power supply to Tenant's equipment, and Tenant shall have no recourse against Landlord as a result of such action, unless Landlord acted with gross negligence or willful misconduct.

ARTICLE XIII.  
GENERAL PROVISIONS

Covenants

**Section 13.01** It is mutually agreed that the letting hereunder is made under and subject to the terms, covenants, and conditions of this Lease and that Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by Tenant to be kept or performed, and that this Lease is by Tenant to be kept or performed, and that this Lease is made upon the condition of such performance.

Provisions Deemed Covenants and Conditions

**Section 13.02** The parties agree that all the provisions of this Lease are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance and that all of the provisions hereof shall bind and inure to the benefit of the parties to this Lease and, subject to the provisions of this Lease relating to assignment, their respective heirs, legal representatives, successors and assigns.

Time of Essence

**Section 13.03** Time is of the essence in the performance of each provision of this Lease, and a delay of twenty-four (24) hours is agreed to be a material breach of this Lease.

Cumulative Remedies

**Section 13.04** The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies afforded by law. The waiver of the performance of any term, covenant or condition of this Lease by Landlord and Tenant shall not be construed as a waiver of any subsequent breach of the same term, covenant or condition.

#### Attorneys' Fees

**Section 13.05** In the event either party institutes legal proceedings against the other for breach of or interpretation of any of the terms, conditions or covenants of this Lease, the non-prevailing party shall pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

#### Binding on Successors

**Section 13.06** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

#### Captions

**Section 13.07** The titles or headings of the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

#### No Waiver of Covenants or Conditions

**Section 13.08** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

#### Invalidity

**Section 13.09** If any of the terms, covenants, conditions or provisions of this Lease are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Notices

**Section 13.10** All written notices required hereunder shall be given by certified or registered mail, postage prepaid, addressed to the recipient at the address set forth below or at such other address as may be designated by such party from time to time:

Landlord: Humboldt Redwood Company, LLC  
Attn: Asset Management  
PO Box 996  
Ukiah, CA 95482  
(707) 467-3388

Tenant: Humboldt Bay Municipal Water District  
P.O. Box 95  
Eureka, CA 95502  
(707) 443-5018

Agency

**Section 13.11** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association other than Landlord and Tenant, except as set forth in the introduction.

Extensions

**Section 13.12** All references to the term of this Lease shall include any extension of such term.

As-Is

**Section 13.13** Landlord makes no warranty or representation that the Premises are suitable for Tenant's use, it being assumed that Tenant has investigated the feasibility of the Premises for Tenant's business operations and use. Tenant has inspected the Premises and, accepts the same "AS IS" (or has assumed the risk for failure to investigate) and agrees that Landlord is under no obligation to perform any work or provide any materials to prepare the Premises for use by Tenant. Landlord shall have no responsibility for, or obligation or liability with respect to: (1) the reliability or continued operation of the system installed by Tenant in the Premises, or any portion thereof; or (2) the suitability, sufficiency or compatibility of any components installed by Tenant pursuant to this Lease or the use or operation thereof. Notwithstanding anything to the contrary contained herein, Landlord and Tenant acknowledge and agree that

the foregoing shall not serve in any form as either a waiver or a release by the Tenant of any of the Landlord's obligations or warranties set forth under the terms of the Lease or any subsequent amendments or modifications thereof.

#### Governing Law

**Section 13.14** This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

#### Peaceful Enjoyment

**Section 13.15** Landlord covenants and agrees that, upon Tenant's paying the Rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall peacefully and quietly enjoy the Premises from any party claiming by, through or under Landlord during the Term.

#### Miscellaneous

**Section 13.16** Neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**Section 13.17** Neither party shall acquire any right to use, and shall not use, without the prior written consent of the other party, the prices, terms and conditions (but not the existence) of this Lease, the names, copyrighted materials, trademarks or service marks of the other party, its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees: (a) in any advertising, publicity, press release, client list, presentation, promotion, or other public disclosure; (b) to express or to imply any endorsement of such party or such party's products or services; or (c) in any manner other than expressly in accordance with this

Lease. The parties further agree that any press releases, public announcement, confirmation or other information regarding this Lease or the transactions contemplated hereby shall be made only after each party hereto has approved in writing the time, form and context of any such information to be disseminated to third parties or the public.

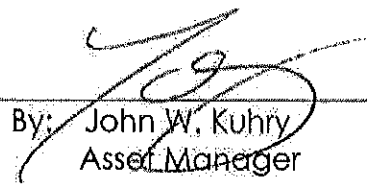
Executed the day and year first above written.

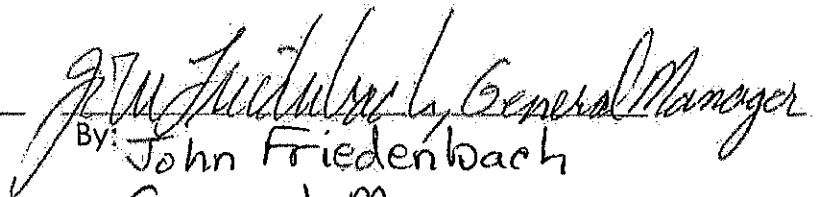
**LANDLORD**

**TENANT**

Humboldt Redwood Company, LLC  
a Delaware limited liability company

Humboldt Bay Municipal Water  
District

  
By: John W. Kuhry  
Asset Manager

  
By: John Friedenbach  
General Manager

**EXHIBIT A****The Premises**

That certain parcel of land being a portion of the site commonly known to Landlord as the Humboldt Redwood Company Mt. Pierce Communications Site more specifically described as follows: NW ¼ of the NW ¼ of the NW ¼ of Section 6, Township 1 South, Range 1 East, Humboldt Base & Meridian, a location generally known as Mt. Pierce in Humboldt County California, said parcel of land, upon which exists a building and a steel communications tower as depicted in Exhibit C. The location is also known by the following coordinates: Latitude 40.417° North and Longitude 124.119° West.

**EXHIBIT B**

**Permitted Use - Communication Facility**



Exhibit C

EXHIBIT D  
**ADDITIONAL TERMS**

Additional Terms for non-owned or controlled access road use,

As provided for in Section 6.03 (a) of this Lease and required in Item 3. of the First Addendum to Reciprocal Easement Agreement, Humboldt County Official Record 2010-12147-10, of the original agreement recorded in the Official Records of Humboldt County December 23, 1994, Doc. #1994-34426-12: Russ Ranch and Timber Company, LLC shall be named as additional insured. Any other Trusts and parties so designated by Russ Ranch and Timber Company, LLC as owners of the affected property and access roads, which in this case also include Peaked Prairie Partnership and Russ Children's Partnership, shall also be named as additional insured. Their contact information for purpose of providing a certificate of insurance naming them as additional insured is as follows:

Russ Ranch and Timber Company, LLC  
Peaked Prairie Partnership  
Russ Children's Partnership  
P.O. Box 1437  
Ferndale, CA 95536

As per Section 3.04 (d) of this agreement, Tenant must comply with the terms of the attached License Agreement for use of roads not owned or exclusively controlled by Landlord.

**Resolution No. 2024-09**

**Recognizing and Honoring the Outstanding Service and Achievements of  
Ken Davis**

**WHEREAS Ken Davis, a distinguished expert in the field of water treatment, has dedicated 13 years of exemplary service as our Operations and Maintenance Technician, applying his extensive knowledge and expertise with exceptional skill in the art of water treatment; and**

**WHEREAS Ken will retire from the District on January 30, 2025; and**

**Whereas, Ken has faithfully served as a Water Treatment Operator, proving that his commitment to excellence is as strong as the chemicals he carefully measures (but hopefully not as toxic), and**

**Whereas, Ken has exhibited a level of attention to detail so precise, he could probably calculate the exact number of bubbles in a carbonated drink, all while ensuring the coagulant dosing is spot-on for top-tier water quality, and**

**Whereas, Ken has perfected the art of coagulant dosing with the precision of a mad scientist, using a system that is part chemistry, part mystery, and entirely his own, and**

**Whereas, Ken has managed to survive every graveyard shift, not because he liked it, but because his way of enduring it involved an almost mystical combination of caffeine, sheer willpower, and an unwavering belief that the night shift is just a state of mind, and**

**Whereas, Ken has been a model of consistency and dedication to his craft, he now may enjoy the luxury of unpredictable days filled with leisure, spontaneous naps, and the ability to make his own schedule without the constraints of the workplace, and**

**WHEREAS the Board of Directors wishes to formally recognize and commend Ken’s dedication and longevity,**

**THEREFORE, BE IT RESOLVED, that the HUMBOLDT BAY MUNICIPAL WATER DISTRICT Board of Directors hereby declares, to Ken Davis, on behalf of the District, the staff, and other close associates, its genuine appreciation for dedicated service performed during his exceptional tenure with the District. Congratulations, Ken!**

**PASSED, APPROVED, AND ADOPTED this 12<sup>th</sup> day of December 2024.**

**Attest:**

\_\_\_\_\_  
**Michelle Fuller, President**

\_\_\_\_\_  
**David Lindberg, Vice-President**

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

\_\_\_\_\_  
**Tom Wheeler, Director**

\_\_\_\_\_  
**Sheri Woo, Director**

\_\_\_\_\_  
**John Friedenbach, General Manager**

\_\_\_\_\_  
**Dale Davidsen, Superintendent**

\_\_\_\_\_  
**Chris Harris, Business Manager**

# **ENGINEERING**

GAVIN NEWSOM  
GOVERNOR



NANCY WARD  
DIRECTOR

11/12/2024

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
828 Seventh Street  
Eureka, CA 95502-1114

Subject: Phase 2 Time Extension Approval Full POP  
FEMA-4344-DR-CA, October 2017 California Wildfires  
Cal OES PJ0040, FEMA 010, DR4344-PJ0040 Reservoirs Seismic Retrofit  
Subrecipient: Humboldt Bay Municipal Water District, FIPS: 023-91000

Dear John Friedenbach:

The California Governor's Office of Emergency Services (Cal OES) approved a time extension from September 5, 2025 to March 30, 2026 for completion of the project referenced above.

In accordance with FEMA's 2015 Hazard Mitigation Assistance (HMA) Guidance, Cal OES was unable to approve a period of performance (POP) beyond the current disaster grant POP, which at that time was September 5, 2025. Cal OES reviewed the project history and determined the time extension is warranted as the POP for FEMA-DR4344, has been extended.

The approved project period of performance includes a three-month period to process the closeout of this subgrant. All work defined in the approved scope of work must be completed not less than 90 days prior to the approved project period of performance. All reimbursement claims and subgrant closeout documentation must be submitted to the CalOES Hazard Mitigation Grants Division (HMGD) no later than 30 days prior to the approved project period of performance.

Approved period of performance: 3/30/2026

Scope of work completion date: 12/30/2025

Closeout documents and reimbursement claims due to CalOES-HMGD:  
2/28/2026

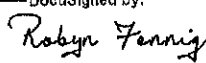


3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY SECTION • HAZARD MITIGATION ASSISTANCE BRANCH  
PHONE: (916) 328-7450 • EMAIL: HMA@CALOES.CA.GOV  
www.CalOES.ca.gov

John Friedenbach  
11/12/2024  
Page 2

If you have any questions, please contact Christine Lacey, Regional Manager,  
at 916-926-9869 or Christine.Lacey@CalOES.ca.gov.

Sincerely,

DocuSigned by:  
  
A3D0570FCC0B41B...

ROBYN FENNIG  
State Hazard Mitigation Officer

cc: Robert McCord, Hazard Mitigation Branch Chief, FEMA Region IX

Andrea Harvey, Sr. Grants Management Specialist, FEMA Region IX

Aaron Lim, Grants Management Specialist, FEMA Region IX



# Technical Memorandum

July 02, 2024

<b>To</b>	John Friedenbach, HBMWD	<b>Contact No.</b>	707 267 2235
<b>Copy to</b>	Dale Davidsen, HBMWD; Nathan Stevens, GHD	<b>Email</b>	nick.black@ghd.com
<b>From</b>	Nick Black	<b>Project No.</b>	12617293
<b>Subject</b>	Collectors 1-3 Rehab Summary		

## 1. Background and Introduction

HBMWD has five collector wells (1/1A, 2, 3, 4 and 5) located along the Mad River near Arcata. The collector wells are 13-foot-diameter concrete caissons that extend approximately 54 to 95 feet beneath the river (varies for each collector) with laterals near the bottom and pump motors on the top of the caissons. The original collector laterals are perforated carbon steel that were projected out radially from the collectors. Construction of Collector Well Nos. 1, 2, 3<sup>1</sup> and 4 began in 1961, and performance testing was conducted in 1962. Collector Well No. 1A is located about 185 feet southeast of Collector Well No. 1. It was constructed in 1965, and performance testing was conducted in January 1966. Collector Well No. 5 was also constructed in 1965 but is not currently in service.

Prior to the systematic rehabilitation of the District's collectors that is currently in progress, the collectors were coming to the end of their useful lives with a reduction in production capacity due to sediment build up, lateral collapse and general degradation of materials over time. Winzler and Kelly (W&K) prepared a feasibility study in December 2003 that analyzed the following alternatives in order from least to most expensive: rehabilitating existing collector laterals, installing new laterals on existing collectors, converting the Turbidity Reduction Facility (TRF) to a surface water treatment plant, and constructing new collector wells.

Following completion of the feasibility study and with the information developed as a part of the study, the District undertook a project to clean the laterals in Collector 2. The purpose of cleaning the laterals was to determine the condition of the laterals and determine whether cleaning the laterals would sufficiently increase production and efficiency and promote longevity of the collectors. The cleaning was completed in the summer of 2005 by Collector Wells International (now Layne Christensen), and testing was conducted to quantify the benefits of the cleaning. The cleaning increased the specific capacity of Collector 2 by 13%, which was estimated to decrease operation costs by less than \$1,000 per year. Cleaning also resulted in minimal increase in total production. The results of the 2005 Collector 2 cleaning work are summarized in the *Pump Station 2 Evaluation Final Report* completed by W&K in June 2006 (Appendix E).

Based on these findings, W&K recommended installing new laterals instead of cleaning existing laterals to rehabilitate the District's collectors. To date, Collectors 1, 1A, 2, and 3 have had new laterals installed, with rehabilitation of Collector 4 planned in the future when funding is available. This memorandum is a summary of the rehabilitation work completed on the collectors and the performance results of the work.

<sup>1</sup> It is thought that Collector 3 may have been constructed around the same timeframe that Collector 5 was constructed (1965, after Collectors 1, 2, and 4). Collectors 3 and 5 each have (or previously had) 16-inch pump columns, while the others have 14-inch pump columns. Additionally, Collectors 3 and 5 are laid out differently than the others (both doors are on the opposite ends of the starter deck).

## 2. Rehabilitation Work Completed

As mentioned in Section 1, Collectors 1, 1A, 2 and 3 have had new laterals installed. New lateral installation work began with Collector 3 in 2013, then Collectors 1 and 1A in 2016 and 2017, followed by Collector 2 in 2023. All new laterals are 12-inch continuous wire wrap stainless-steel screens. Collector 4 lateral replacement is planned when funding becomes available to the District.

### 2.1 Drawings

Design Drawings for lateral replacement on all collectors to date can be found in Appendix A. Construction as-builts are attached to Appendices B, C and D.

### 2.2 Collector 1 and 1A

Layne Christensen installed two new laterals in Collector 1 and four new laterals in Collector 1A over a seven-month period from August 2016 to March 2017. A final performance report was completed May 22, 2017 (Appendix B). Additionally, a new concrete floor was poured in the bottom of Collector 1, increasing the floor elevation 8 feet, bringing it to approximately -30 feet NAVD88 (the top of concrete is not level). The new floor blocked the lowest A-tier laterals and partially blocked the B-tier laterals, both of which were no longer in use prior to construction of the project.

The two new laterals totalling 190 LF were installed in Collector 1, including 20 feet of blank pipe and 170 feet of new screen (Table 1). The new C-tier laterals were installed at -23.5 feet NAVD88. A third port was installed and left valved off due to time constraints associated with the HBMWD Long Term Streambed Alteration Agreement and rising water levels in Mad River.

*Table 1 Collector 1 Lateral Summary*

Type	Lateral ID	Blank Length (ft)	Lateral Screen Length (ft)	Total Lateral Length (ft)
Existing	A-Tier	Abandoned	Abandoned	Abandoned
Existing	B-Tier	Abandoned	Abandoned	Abandoned
New	C-1	10	90	100
New	C-2	10	80	90
New	Spare Port	N/A	N/A	N/A
<b>Total Existing</b>		<b>Abandoned</b>	<b>Abandoned</b>	<b>Abandoned</b>
<b>Total New</b>		<b>20</b>	<b>170</b>	<b>190</b>
<b>Total</b>		<b>20</b>	<b>170</b>	<b>190</b>

Four new laterals totalling 580 LF were installed in Collector 1A, including 40 feet of blank pipe and 540 feet on new screen (Table 2). The new C-tier laterals were installed at -14.8 feet NAVD88, above the existing A and B-tier laterals.



Table 2 Collector 1A Lateral Summary

Type	Lateral ID	Blank Length (ft)	Lateral Screen Length (ft)	Total Lateral Length (ft)
Existing	B-1	N/A	62	62
Existing	B-2	N/A	61	61
Existing	B-3	N/A	62	62
Existing	B-4	N/A	61.5	61.5
Existing	B-5	N/A	62	62
Existing	B-6	N/A	62	62
Existing	A-1	N/A	61	61
Existing	A-2	N/A	61	61
Existing	A-3	N/A	61	61
Existing	A-4	N/A	62	62
Existing	A-5	N/A	61.5	61.5
Existing	A-6	N/A	61	61
New	C-1	10	140	150
New	C-2	10	130	140
New	C-3	10	135	145
New	C-4	10	135	145
<b>Total Existing</b>		<b>N/A</b>	<b>738</b>	<b>738</b>
<b>Total New</b>		<b>40</b>	<b>540</b>	<b>580</b>
<b>Total</b>		<b>N/A</b>	<b>1278</b>	<b>1318</b>

## 2.3 Collector 2

Layne Christensen installed four new laterals in Collector 2 over a six-month period from May 8, 2023 to October 25, 2023. During construction, three undocumented pipe penetrations through the caisson wall were found approximately 10 feet above the B-tier laterals. The pipes are constructed of mild steel and were failing. The pipes were cut flush to the inner wall of the caisson and redwood plugs were installed to seal the openings. A new stainless-steel ladder was also installed in the caisson to allow access for operating the lateral valves. The final post-rehabilitation test was completed on November 3, 2023. A final performance report was completed February 2, 2024 (Appendix C).

The four new laterals in Collector 2 totalled 530 LF, including 40 feet of blank pipe and 490 feet of new screen (Table 3). The new laterals were installed above the existing A-tier and B-tier laterals as a new C-tier at -40.0 feet NGVD29.

Table 3 Collector 2 Lateral Summary

Type	Lateral ID	Blank Length (ft)	Lateral Screen Length (ft)	Total Lateral Length (ft)
Existing	B-1	N/A	62	62
Existing	B-5	N/A	87	87
Existing	B-6	N/A	80	80
Existing	A-2	N/A	99	99
Existing	A-3	N/A	49	49
Existing	A-4	N/A	137	137
Existing	A-5	N/A	49	49
Existing	A-6	N/A	23	23
New	C-1	10	170	180
New	C-2	10	110	120
New	C-3	10	90	100
New	C-4	10	120	130
<b>Total Existing</b>		<b>N/A</b>	<b>586</b>	<b>586</b>
<b>Total New</b>		<b>40</b>	<b>490</b>	<b>530</b>
<b>Total</b>		<b>40</b>	<b>1076</b>	<b>1116</b>

## 2.4 Collector 3

Layne Christensen installed six new laterals in Collector 3 over a six-month period from December 2011 to May 2012. During construction, an access port was cored in the side of the caisson to facilitate the movement of personnel, materials and equipment in and out of the caisson. The final post-rehabilitation test was completed on May 4<sup>th</sup> and 5<sup>th</sup>, 2012. A final performance report was completed August 9, 2012 (Appendix D).

The six new laterals in Collector 2 totalled 690 LF, 60 feet of blank pipe and 630 feet on new screen (Table 4). The new laterals were installed over two tiers with the D-tier at -11.2 feet and the C-tier at -22.2 feet NGVD29.

Table 4 Collector 3 Lateral Summary

Type	Lateral ID	Blank Length (ft)	Lateral Screen Length (ft)	Total Lateral Length (ft)
Existing	A-2	N/A	104	104
Existing	A-3	N/A	110	110
Existing	A-4	N/A	84	84
Existing	A-5	N/A	68	68
Existing	B-2	N/A	64	64
New	C-1	10	105	115
New	C-3	10	65	75
New	C-5	10	145	155
New	C-6	10	145	155
New	D-2	10	95	105
New	D-4	10	75	85
<b>Total Existing</b>		<b>N/A</b>	<b>366</b>	<b>430</b>
<b>Total New</b>		<b>60</b>	<b>630</b>	<b>690</b>
<b>Total</b>		<b>60</b>	<b>996</b>	<b>1120</b>

### 3. Performance Testing

Pre- and post-rehabilitation testing was conducted for all collectors that have been rehabilitated to date to quantify the benefits of the rehabilitation work. The testing was completed by Layne Christensen hydrogeologists using the existing HBMWD pumps. The testing consisted of multiple-rate and constant-rate pumping tests. Water temperature, conductivity, pumping rate and drawdown were recorded for each test and used to calculate specific capacity and yield of each well at low river and high river water level conditions.

#### 3.1 Pre-Rehabilitation Performance

Pre-rehabilitation performance testing was completed for Collectors 2 and 3 before the collectors were taken offline for rehabilitation. The multiple rate step test consisted of two to three steps at increasing rates of discharge. The constant-rate test was run for over 24 hours with the pumping rate held constant. The results of the pre-rehabilitation tests are presented in Table 5 below.

Due to the interconnected nature of Collectors 1 and 1A, and the fact that the existing laterals in Collector 1 were not in operation, pre-performance testing was completed with the existing Collector 1 laterals closed, and the existing collector 1A laterals open. The tests were conducted using the Collector 1 pumps.

#### 3.2 Post-Rehabilitation Performance

For Collectors 2 and 3, post-rehabilitation performance testing was conducted utilizing the same procedures as the pre-rehabilitation performance testing.

Similar to the pre-performance testing, Collectors 1 and 1A used a modified testing procedure to better analyze the operation of the 1 and 1A system interconnection. The following tests were completed:

1. a multiple rate step test conducted with all the lateral valves in Collector Well No. 1 closed and the four new and twelve original laterals open in Collector Well No. 1A (Collector 1A Multi-Rate Step Test).
2. a multiple-rate step test conducted with the two new laterals open in Collector Well No. 1 and the four new and twelve original laterals open in Collector Well No. 1A (Collector 1 & 1A Multi-Rate Step Test).
3. a constant-rate test conducted with the two new laterals open in Collector Well No. 1 and the four new and twelve original laterals open in Collector Well No. 1A (Collector 1 & 1A Constant-Rate Step Test).

All post-rehabilitation test results are presented in Table 6 below.

**Table 5** Pre-Rehabilitation Testing Results

Collector	Constant Rate Test			Step Test, Low Pump Rate			Step Test, Mid Pump Rate			Step Test, High Pump Rate		
	Drawdown (ft)	Pump Rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)
Collector 1	Not Completed			Not Completed			Not Completed			Not Completed		
Collector 1A	14.2	6.1	298	7	3.7	368	12.9	6.1	328	21.2	9.1	296
Collector 2	21.5	6.2	200	20.8	6.3	209	Not Completed			36.4	9.4	179
Collector 3	Not Completed			10.7	4.3	280	18.5	6.4	241	27.7	8.6	217

**Table 6** Post-Rehabilitation Testing Results

Collector	Constant Rate Test			Step Test, Low Pump Rate			Step Test, Mid Pump Rate			Step Test, High Pump Rate		
	Drawdown (ft)	Pump Rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)	Drawdown (ft)	Pump rate (MGD)	Specific Capacity (gpm/ft)
Collector 1 & 1A	6.4	5.9	637	3.1	3.8	847	5.2	5.9	790	9	8.9	699
Collector 1A	Not Completed			4	3.8	658	6.7	5.9	609	11.2	8.9	555
Collector 2	11.6	6.4	383	10.7	6.4	415	Not Completed			19.8	10.2	358
Collector 3	Not Reported, Test Interrupted			7.8	4.4	392	12.9	6.7	362	18.3	8.7	329

**Table 7** Percent increase in Specific Capacity after Rehabilitation

Collector	Constant Rate Test	Step Test, Low Pump Rate	Step Test, Mid Pump Rate	Step Test, High Pump Rate
	Specific Capacity Increase (%)	Specific Capacity Increase (%)	Specific Capacity Increase (%)	Specific Capacity Increase (%)
Collector 1	N/A	N/A	N/A	N/A
Collector 1A	N/A	79%	86%	88%
Collector 2	92%	99%	N/A	100%
Collector 3	N/A	40%	50%	52%

### 3.3 Estimated Yield

The long-term yield of a collector well is dependent upon length of pumping, efficiency, available drawdown and aquifer hydraulics. Aquifer hydraulics are related to saturated thickness, hydraulic conductivity and recharge. It is possible to project the yield of a collector well for varying aquifer water levels and water temperatures using the data collected during the performance testing and a series of calculations. Layne Christensen conducted the yield analysis for all three collectors. The calculations present three yield conditions: 1) performance test conditions; 2) high water, high temperature river conditions (favorable pumping conditions with low water viscosity and high aquifer head); and 3) low water, low temperature river conditions (unfavorable pumping conditions with high viscosity and low aquifer head). Table 8 below presents the estimated yield for pre- and post-rehabilitation. For full discussion of calculation methods, see Appendices B, C and D.

Table 8 Yield Estimates

Yield	Pre-Rehabilitation Yield (MGD)			Post-Rehabilitation Yield (MGD)		
	Test	Low River	High River	Test	Low River	High River
Collector 1 & 1A	N/A	N/A	N/A	19.3	9.8	20.4
Collector 2	11.1	8.1	12	20.3	15.8	21.6
Collector 3	8.3	6.2	9.2	11	8.5	12.5

As presented above, there was a significant increase in yield for all collectors after lateral installation. Yield increases ranged from an estimated 37% at the low river condition for Collector 3, to an estimated 80% increase in yield at the high river condition for Collector 2. Due to the poor condition of the Collector 1 laterals before rehabilitation and the interconnection with Collector 1A, pre-rehabilitation yield for Collectors 1 and 1A was not reported.

## 4. Conclusion

To increase the performance and extend the useful life of the HBMWWD Ranney Well Collectors, it was determined that installing new laterals was the best solution. Collectors 1, 1A, 2 and 3 have had new laterals installed. Specific capacity increased by an average of 84% for Collectors 1/1A, 97% for Collector 2 and 47% for Collector 3 after the new laterals were installed (Table 7). Estimated yield increased for Collectors 2 and 3, with a minimum of 2.3 MGD for Collector 3 at the low river condition and a maximum of 9.6 MGD for Collector 2 at the high river condition (Table 8). Collector 4 lateral replacement is planned when funding becomes available to the District.

Regards

**Nick Black**  
Staff Engineer

Enclosed:

Appendix	Document Title
Appendix A	Construction Drawings (GHD, Winzler & Kelly)
Appendix B	Collectors 1 & 1A Maintenance Report (Layne Christensen)
Appendix C	Collector 2 Maintenance Report (Layne Christensen)
Appendix D	Collector 3 Maintenance Report (Layne Christensen)
Appendix E	Pump Station 2 Evaluation Final Report (Winzler & Kelly)

**FINANCIAL**

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



<u>BANK ACCOUNT BALANCES AT MONTH-END</u>	November 30, 2024	November 30, 2023
<b>GENERAL ACCOUNTS</b>		
1. US Bank - General Account	659,035.88	1,773,735.19
2. US Bank - Xpress BillPay/Electronic Payments Account	6,491.73	6,212.66
<i>Subtotal</i>	665,527.61	1,779,947.85
<b>INVESTMENT &amp; INTEREST BEARING ACCOUNTS</b>		
3. US Bank - DWR/SRF Money Markey Acctnt	-	166,610.78
4. US Bank - DWR/SRF Reserve CD Account	-	547,336.94
5. US Bank - PARS Investment Account	955,351.98	807,016.87
<i>Contributions = \$800,000    Disbursements = \$166,619</i>		
6. L. A. I. F Account - MSRA Reserve Account	480,644.32	460,123.29
7. CalTRUST - Restricted Inv. Account (Medium Term)	1,830,390.95	1,739,342.13
8. CalTRUST - General Reserve Account (Short-Term)	4,315,096.02	4,574,299.51
<i>Total CalTRUST Accounts</i>	<i>6,145,486.97</i>	<i>6,313,641.64</i>
9. California CLASS - DWFP Reserve Account	267,855.88	253,866.71
10. California CLASS - ReMat Reserve Account	1,632,682.05	1,400,545.33
11. California CLASS - General Reserve Account	2,664,203.24	-
<i>Total California CLASS Accounts</i>	<i>4,564,741.17</i>	<i>1,654,412.04</i>
12. Humboldt County - SRF Loan Payment Account	648,302.29	8,217.98
13. Humboldt County - 1% Tax Account	1,376,568.34	1,325,884.29
14. Inactive Humboldt County Investment Accounts	145.72	228,199.15
15. Principle Investment Account	-	39,425.22
<i>Subtotal</i>	14,171,240.79	13,205,280.24
<b>OTHER ACCOUNTS</b>		
16. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
17. Cash on Hand	700.00	650.00
<i>Subtotal</i>	27,700.00	27,650.00
<b>TOTAL CASH</b>	<b>14,864,468.40</b>	<b>15,012,878.09</b>



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



<u>FUND BALANCES AT MONTH-END</u>	November 30, 2024	November 30, 2023
<b>RESTRICTED FUNDS - ENCUMBERED</b>		
1. Prior-Year Price Factor 2 Rebate	(12,681.65)	(13,793.25)
2. Prior-Year Restricted AP Encumbrances	(683,108.00)	(707,338.00)
3. Advanced Charges - 3x Tank Seismic Retrofit	(1,398,379.18)	(1,519,111.09)
4. Advanced Charges - Cathodic Protection Project	(124,999.96)	(124,999.96)
5. Advanced Charges - Collector 2 Rehabilitation	-	(788,827.59)
6. Advanced Charges - On-Site Generation of Chlorine	(595,084.29)	(665,910.17)
7. Advanced Charges - Redundant Pipeline	(436,949.35)	(387,782.70)
8. Advanced Charges - TRF Emergency Generator	(283,115.95)	(372,389.61)
9. 3AC Collected Funds - TRF Emergency Generator	(312,858.62)	(312,858.62)
10. Advanced Funding - FEMA, Shoreline Debris Removal	-	1,487.72
11. Advanced Funding - August Complex-Ruth Paving	(112,456.22)	(112,456.22)
12. Advanced Charges - Assist. Spillway Seismic Grant	(384,490.32)	(23,333.32)
13. Advanced Funding - Eureka Cyber Security	(19,597.72)	(19,597.72)
14. Advanced Charges - Essex Facility Expansion	(105,400.00)	(105,400.00)
15. Advanced Charges - Ruth Storage Barn	(144,166.65)	(37,500.00)
16. Advanced Charges - Capital Financing/Debt Service	(933,282.87)	(310,885.04)
<i>Subtotal</i>	(5,546,570.78)	(5,500,695.57)
<b>RESTRICTED FUNDS - OTHER</b>		
17. 1% Tax Credit to Muni's	(1,376,568.34)	(182,445.72)
18. DWR Reserve for SRF Payment	-	(166,610.78)
19. DWR Reserve for SRF Loan	-	(547,336.94)
20. Pension Trust Reserves	(955,351.98)	(807,016.87)
21. ReMat Deposit	(27,000.00)	(27,000.00)
22. HB Retail Capital Replacement Reserves	(242,920.54)	(194,585.23)
<i>Subtotal</i>	(2,601,840.86)	(1,924,995.54)
<b>UNRESTRICTED FUNDS</b>		
<b>BOARD RESTRICTED</b>		
23. MSRA Reserves	(480,644.32)	(460,123.29)
24. DWFP Reserves	(267,855.88)	(253,866.71)
25. ReMat Reserves	(1,632,682.05)	(1,400,545.33)
27. Principle Investment Reserves	-	(39,425.22)
28. Northern Mainline Extension Study Prepayment	56.40	56.40
29. Blue Lake Rancheria Extension Study Prepayment	(4,235.37)	(2,916.00)
<i>Subtotal</i>	(2,381,125.85)	(2,153,904.15)
<b>UNRESTRICTED RESERVES</b>		
29. Accumulation for SRF Payment	-	(144,027.61)
30. General Fund Reserves	(4,334,930.91)	(5,294,887.66)
<i>Subtotal</i>	(4,334,930.91)	(5,433,282.83)
<b>TOTAL NET POSITION</b>	<b>(14,864,468.40)</b>	<b>(15,012,878.09)</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

REVENUE REPORT

November 30, 2024

42%

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	33,001	165,814	151,824	350,000	47%
General Revenue					
Power Sales (Net ReMat)	4,558	25,010	0	125,000	20%
Tax Receipts (1% Taxes)	0	0	529,900	1,000,000	0%
Interest - Muni PF2 Retained	0	10,933	7,665		
2. Miscellaneous Revenue*	0	2,723	124,167	50,000	5%
<i>*Detail on following page</i>					
<b>TOTAL PF2 REVENUE CREDITS</b>	<b>37,558</b>	<b>204,479</b>	<b>813,554</b>	<b>1,525,000</b>	<b>13%</b>

**B. DISTRICT REVENUE**

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
3. Industrial Water Revenue					
Harbor District	0	0	0	0	0
<i>Subtotal Industrial Water Revenue</i>	0	0	0	0	0
4. Municipal Water Revenue					
City of Arcata	0	534,932	638,444	1,538,900	35%
City of Blue Lake	17,592	88,065	85,129	202,362	44%
City of Eureka	304,804	1,522,833	1,192,887	3,617,684	42%
Fieldbrook CSD	17,445	85,408	82,990	194,298	44%
Humboldt CSD	96,536	476,143	462,717	1,105,724	43%
Manila CSD	7,934	46,399	37,747	90,372	51%
McKinleyville CSD	110,780	542,772	527,761	1,266,298	43%
<i>Subtotal Municipal Water Revenue</i>	555,091	3,296,551	3,027,676	8,015,638	41%
<b>TOTAL INDUSTRIAL &amp; WHOLESALE REVENUE</b>	<b>555,091</b>	<b>3,296,551</b>	<b>3,027,676</b>	<b>8,015,638</b>	<b>41%</b>

5. Power Sales					
Power Sales (ReMat Revenue)	9,951	50,807	0	300,000	17%
Interest (ReMat Revenue)	0	0	0	0	
<b>TOTAL REMAT REVENUE</b>	<b>9,951</b>	<b>50,807</b>	<b>0</b>	<b>300,000</b>	<b>17%</b>

6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	4,072	19,587	19,739		
FCSO Contract	38,023	168,796	94,784		
FEMA/CalOES Grant Revenue	0	74,078	152,968		
SWRCB In-Stream Flow Grant Revenue	0	0	14,653		
Quagga Grant Revenue	0	0	0		
Misc. Grant Revenue	0	1,120	332,644		
CalFire Healthy Forest Funding	0	0	0		
Interest Earned	0	0	0		
Net Increase/(Decrease) Investment Accounts	14,147	277,996	120,331		
<b>TOTAL OTHER/GRANT REVENUE</b>	<b>56,243</b>	<b>541,577</b>	<b>735,120</b>		
<b>GRAND TOTAL REVENUE</b>	<b>658,843</b>	<b>4,093,415</b>	<b>4,576,350</b>	<b>9,840,638</b>	<b>42%</b>



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

	MTD RECEIPTS	YTD RECEIPTS
<u>Miscellaneous Revenue</u>		
Dividend - Principal Life	-	-
Fees - Park Use	-	100
Rebate - CALCard	-	367
Refund - Diesel Fuel Tax	-	38
Refunds - Miscellaneous	-	227
Sale - Scrap Material	-	177
Reimb - Blue Lake SCADA/Internet Monthly Fees	-	-
Reimb. - Copies & Postage	-	98
Reimb. - Gas	-	-
Reimb. - Misc. Employee	-	-
Reimb. - Telephone	-	-
UB - Water Processing Fees	-	60
UB - Hydrant Rental Deposit/Use	-	-
Sale of Scrap Metal/Equipment/Gravel	-	576
<u>Ruth Area</u>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	-	1,080
Ruth Annual Lessee Water Fees	-	-
<b>TOTAL MISCELLANEOUS REVENUE</b>	-	<b>2,723</b>

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

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b>Compensation</b>					
1. Wages - Regular	202,448.53	927,120.11	921,659.19	2,662,800	40%
1a. 10/24 Salary Adjustment	(5,089.17)	(7,205.90)			
2. Wages - Sick	9,312.09	41,287.91	38,501.09		
3. Wages - Vacation	17,242.72	102,542.02	102,487.94		
Subtotal	223,914.17	1,063,744.14	1,062,648.22	2,662,800	40%
4. Wages - Overtime	1,257.41	5,918.33	6,030.26	17,647	
5. Wages - Holiday (Worked)	1,062.00	4,141.68	3,620.87	17,647	
Subtotal	2,319.41	10,060.01	9,651.13	35,294	29%
6. Wages - Part-Time	1,449.98	37,505.35	29,263.50	124,775	30%
7. Wages - Shift Differential	1,147.84	5,087.69	4,815.40	11,765	43%
8. Wages - Standby	9,441.66	44,148.53	42,146.50	96,595	46%
9. Director Compensation	4,420.00	12,660.00	10,560.00	40,300	31%
10. Secretarial Fees	212.00	1,393.25	1,378.13	3,150	44%
11. Payroll Tax Expenses	17,887.02	87,285.53	87,169.26	230,460	38%
11a. 10/24 Salary Adj. Payroll Tax	(379.14)	(536.84)			
Subtotal	34,179.36	187,543.51	175,332.79	507,045	37%
<b>Employee Benefits</b>					
12. Health, Life, & LTD Ins.	45,032.70	223,179.12	220,032.06	645,993	35%
13. Air Medical Insurance	-	79.00	2,291.00	2,370	3%
14. Retiree Medical Insurance	11,329.21	56,729.81	45,561.35	106,496	41%
14a. Retiree Medical Reimb.	(1,280.26)	(12,870.02)	(6,047.41)		
15. Employee Dental Insurance	2,564.83	12,424.44	13,667.15	36,597	34%
16. Employee Vision Insurance	585.80	2,839.26	2,900.27	7,091	40%
17. Employee EAP	78.27	379.39	387.45	1,245	30%
18. Fitness Stipend	54.99	402.99	-	10,230	4%
19. 457b District Contribution	3,400.00	19,075.00	18,612.50	44,700	43%
20. CalPERS Expenses	32,202.15	488,852.39	353,614.20	638,003	77%
20a. 10/24 Salary Adj. CalPERS	(1,861.01)	(2,791.52)			
21. Workers Comp Insurance	-	43,681.91	58,201.69	121,521	36%
Subtotal	92,106.68	831,981.77	709,220.26	1,614,246	52%
<b>TOTAL S.E.B</b>	<b>352,519.62</b>	<b>2,093,329.43</b>	<b>1,956,852.40</b>	<b>4,819,385</b>	<b>43%</b>

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

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b>Operations &amp; Maintenance</b>					
1. Auto Maintenance	8,374.79	25,962.04	20,519.84	44,500	58%
2. Engineering	4,712.93	14,835.54	9,217.69	75,000	20%
3. Lab Expenses	590.00	6,401.00	9,895.00	14,000	46%
4. Maintenance & Repairs					
General	4,925.64	24,200.89	14,533.07	41,600	58%
TRF	-	1,750.68	1,786.87	17,000	10%
<i>Subtotal</i>	<i>4,925.64</i>	<i>25,951.57</i>	<i>16,319.94</i>	<i>58,600</i>	<i>44%</i>
5. Materials & Supplies					
General	5,058.90	23,713.03	25,130.84	42,000	56%
TRF	2,528.11	22,558.41	21,429.60	38,000	59%
<i>Subtotal</i>	<i>7,587.01</i>	<i>46,271.44</i>	<i>46,560.44</i>	<i>80,000</i>	<i>58%</i>
6. Radio Maintenance	578.09	6,383.06	2,890.45	8,500	75%
7. Ruth Lake License	-	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	285.50	6,257.69	5,504.98	18,700	33%
TRF	-	177.50	153.00	2,000	9%
<i>Subtotal</i>	<i>285.50</i>	<i>6,435.19</i>	<i>5,657.98</i>	<i>20,700</i>	<i>31%</i>
9. Tools & Equipment	227.81	1,232.41	1,063.23	5,000	25%
10. USGS Meter Station	9,110.00	9,110.00	8,600.00	9,000	101%
<i>Operations Subtotal</i>	<i>36,391.77</i>	<i>144,082.25</i>	<i>122,224.57</i>	<i>316,800</i>	<i>45%</i>
<b>General &amp; Administration</b>					
11. Accounting Services	-	20,552.50	19,605.00	35,000	59%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	9,920.00	33,082.72	31,628.56	35,900	92%
14. IT & Software Maintenance	5,738.55	56,055.60	28,803.16	91,200	61%
15. Insurance	68,769.55	176,755.98	130,217.44	139,000	127%
16. Internet	1,247.23	4,435.59	3,454.13	11,150	40%
17. Legal Services	944.00	4,331.00	7,326.16	35,000	12%
18. Miscellaneous	1,896.60	2,777.50	4,380.25	10,000	28%
19. Office Building Maint.	1,919.55	8,371.12	8,322.91	19,000	44%
20. Office Expense	3,952.11	17,678.95	18,292.46	39,600	45%
21. Professional Services	4,004.00	7,176.50	1,433.75	20,000	36%
22. Property Tax	2,764.00	2,764.00	2,764.00	3,000	92%

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**SERVICE & SUPPLY EXPENDITURES (con't)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
23. Regulatory Agency Fees	69,868.02	85,291.11	125,538.57	202,900	42%
24. Ruth Lake Programs	-	-	-	5,000	0%
25. Safety Apparel	1,803.81	3,372.18	742.17	10,050	34%
26. Technical Training	-	-	314.23	14,000	0%
27. Telephone	600.71	5,005.75	4,958.36	19,000	26%
28. Travel & Conference	226.20	8,934.50	10,075.14	22,000	41%
<i>Gen. &amp; Admin. Subtotal</i>	<i>173,654.33</i>	<i>436,585.00</i>	<i>397,856.29</i>	<i>711,800</i>	<i>61%</i>
<b>TOTAL SERVICE &amp; SUPPLY</b>	<b>210,046.10</b>	<b>580,667.25</b>	<b>520,080.86</b>	<b>1,028,600.34</b>	<b>56%</b>

**Power**

29. Essex - PG & E	71,171.41	422,965.17	62,632.90		
30. 2Mw Generator Fuel	-	-	-		
<i>Subtotal Essex Pumping</i>	<i>71,171.41</i>	<i>422,965.17</i>	<i>62,632.90</i>	<i>1,017,911</i>	
31. All other PG & E	9,893.19	43,447.50	33,683.30	113,389	
<i>Subtotal All Power</i>	<i>81,064.60</i>	<i>466,412.67</i>	<i>96,316.20</i>	<i>1,131,300</i>	<i>41%</i>

**Total Service and Supplies incl.**

<b>Power</b>	<b>291,110.70</b>	<b>1,047,079.92</b>	<b>616,397.06</b>	<b>2,159,900</b>	<b>48%</b>
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<b>GRAND TOTAL EXPENSES</b>	<b>643,630.32</b>	<b>3,140,409.35</b>	<b>2,573,249.46</b>	<b>6,979,285.78</b>	<b>45%</b>
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**OTHER EXPENSES**

33. ReMat Consultant Exp.	820.26	7,116.56	-		
34. Capital Replacement Exp.	-	-	-		

**TOTAL EXPENSES WITH OTHER EXPENSES**

	<b>644,450.58</b>	<b>3,147,525.91</b>	<b>2,573,249.46</b>		
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**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**  
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**A. CAPITAL PROJECTS**

GRANT FUNDED PROJECTS	MTD	YTD	BUDGET	% OF
	EXPENSES	TOTAL		BUDGET
1 Grant - TRF Generator <i>(Treatment Facility Project, \$1.9M - FEMA, Approved)</i>	14,230	44,943	1,996,016	2%
2 Grant - Collector Mainline Redundancy Pipeline <i>(Treatment/Base Facility Project, \$3.2M - FEMA, Approved)</i>	0	0	3,200,000	0%
3 Grant - 2x Tank Seismic Retro	8,687	42,222	5,619,079	1%
3A Grant - 1x Tank (Industrial) Seismic Retrofit <i>(\$5.7M - FEMA, Approved)</i>	(2,472)	(17,814)		
4 Adv. Assistance Spillway Seismic Grant <i>(\$1.5M - FEMA, Pending Approval)</i>	2,928	2,928	1,500,000	0%
<b>TOTAL GRANT FUNDED CAPITAL PROJECTS</b>	<b>23,373</b>	<b>72,280</b>	<b>12,315,095</b>	<b>1%</b>

**NON-GRANT FUNDED CAPITAL PROJECTS**

5 Replace Pump 2-2 (Pre-Approved 04/2024)	0	270,002	300,000	90%
6 Peninsula Communications Options	0	0	42,000	0%
7 Mainline Valve Replacement Program	0	0	50,000	0%
8 Purchase Collector 4 Transformer	0	0	120,000	0%
9 Purchase Switchboard for Collector 4	0	0	42,000	0%
10 Resize Chemical Feed System	0	22,882	37,250	61%
11 Storage Barn at Headquarters	0	0	220,000	0%
<b>TOTAL NON-GRANT FUNDED CAPITAL PROJECTS</b>	<b>0</b>	<b>292,884</b>	<b>811,250</b>	<b>36%</b>

**B. EQUIPMENT AND FIXED ASSET PROJECTS**

	MTD	YTD	BUDGET	% OF
	EXPENSES	TOTAL		BUDGET
12 FY25 Replace ESSEX Administrative Computers	0	0	6,500	0%
13 FY25 Replace Control Computers	368	368	5,250	7%
14 Telemetry Radio and Antenna Replacement	0	0	14,000	0%
15 District Lighting Upgrades	0	0	19,000	0%
16 Purchase Temporary Fencing	0	2,262	3,250	70%
17 Construction Tooling	0	0	2,250	0%
18 Plant Water System PLC and VFD Upgrade <i>(Treatment Facility Project)</i>	0	11,301	11,500	98%
19 Replace Turbidimeters <i>(Treatment Facility Project)</i>	753	39,847	41,500	96%
20 Chlorine Analyzer Replacement - Phase 1 of 2 <i>(Treatment Facility Project)</i>	0	0	7,500	0%

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

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
21 Purchase VFD for N-Poly Pump <i>(Treatment Facility Project)</i>	2,453	4,467	6,500	69%
22 TRF Filter Gallery Heaters and Air Circulation <i>(Treatment Facility Project)</i>	0	0	9,000	0%
23 Air Actuated Chemical Pump <i>(Treatment Facility Project)</i>	0	0	2,000	0%
24 FY25 Replace EUREKA Administrative Computers	0	0	6,000	0%
25 Main Office Parapet Ladder	0	0	2,750	0%
26 Upgrade Work Boat Motor	0	0	15,750	0%
27 Tesla Battery Project - TRF	233	1,164	0	0
28 Tesla Battery Project - ESSEX	0	0	0	0
<b>TOTAL EQUIPMENT &amp; FIXED ASSET PROJECTS</b>	<b>3,807</b>	<b>59,410</b>	<b>152,750</b>	<b>39%</b>

**C. MAINTENANCE PROJECTS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
29 FY25 Pipeline Maintenance	0	875	14,000	6%
30 FY25 Main Line Meter Flow Calibration	0	0	16,000	0%
31 FY25 Technical Support and Software Updates	0	5,535	24,000	23%
32 FY25 Generator Services	0	86	3,600	2%
33 FY25 Hazard & Diseased Tree Removal	0	0	8,000	0%
34 FY25 Cathodic Protection	0	0	1,500	0%
35 FY25 Maintenance Emergency Repairs	0	1,700	50,000	3%
36 FY25 Fleet Paint Repairs	0	0	5,000	0%
37 12kV Electric System General Maintenance	0	0	10,500	0%
38 Voice and SCADA Radio Maintenance	0	0	3,000	0%
39 Safety Certification of Electrical Tools	0	0	2,500	0%
40 Collector Lube Oil System Maintenance	0	0	4,500	0%
41 Collector Pump 1-2 Motor Rebuild	0	2,194	15,750	14%
42 Control Room Office Chair Replacement	0	0	2,000	0%
43 Collector 2 Painting - Exterior	59,988	59,988	64,750	93%
44 FY25 Pipeline R-O-W Maintenance	0	0	20,000	0%
45 FY25 TRF Generator Service <i>(Treatment Facility Project)</i>	0	0	500	0%
46 FY25 TRF Limitorque Valve Retrofit Supplies <i>(Treatment Facility Project)</i>	0	0	15,000	0%
47 TRF Valve Network Upgrade (Phase 2) <i>(Treatment Facility Project)</i>	0	0	51,500	0%
48 TRF Control Router Replacement	0	7,725	8,500	91%
49 FY25 Brush Abatement Ruth Hydro	0	0	22,000	0%



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

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
50 FY25 LTO Insurance	0	0	6,000	0%
51 FY25 Spillway Repairs	358	4,282	10,000	43%
52 FY25 Howell Bunger Valve Inspection	0	0	1,500	0%
53 FY25 Log Boom Inspection	70	3,681	1,500	245%
54 Replace Hydro Plant Hydraulic Pump	2,020	2,020	2,500	81%
55 Replace Hydro Plant PLC's	0	0	88,750	0%
56 FY25 Eureka Office Generator Service	0	0	500	0%
<b>TOTAL MAINTENANCE PROJECTS</b>	<b>62,436</b>	<b>88,087</b>	<b>453,350</b>	<b>6</b>

**D. PROFESSIONAL & CONSULTING SERVICES**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
57 FY25 Crane Testing/Certification	7,992	7,992	12,000	67%
58 FY25 Chlorine System Maintenance	0	0	20,750	0%
59 FY25 Hydro Plant Annual Electrical and Maintenance	0	0	4,000	0%
60 FY25 Cyber Security Maintenance	0	0	5,250	0%
61 FY23 Hydro Plant Annual Elec. Maint./Testing	3,589	10,660	12,000	89%
62 FY25 Technical Training	0	0	24,500	0%
63 FY25 O & M Training	200	924	20,000	5%
64 FY25 Backflow Tester Certification	0	1,334	3,000	44%
65 EAP Tabletop Exercise	0	14,345	15,000	96%
66 Fleet Electrification Analysis and Plan	6,000	12,000	20,000	60%
67 Recruitment Consultant for Next General Manager	0	12,818	25,000	51%
68 FY25 Public Education Funds	0	0	5,000	0%
69 Microsoft 360 Email	0	0	9,550	0%
70 FY25 Mad River Regulatory Compliance Assistance	0	0	50,000	0%
71 FY25 Grant Applications Assistance	0	4,000	20,000	20%
72 Domestic Water for Nordic Aqua Farm	0	0	5,000	0%
73 Water Quality Monitoring Plan Assistance - Phase 2	0	0	20,000	0%
74 Evaluation of Pipes and Valves from Collectors	0	0	3,000	0%
75 Domestic Water System Cathodic Protection Upgrades	0	1,161	80,000	1%
76 Water Model Update & Samoa Peninsula Domestic Capa	0	0	30,000	0%
77 Woodward Governor Replacement - Phase 1 (Planning)	0	0	15,000	0%
78 Professional Consulting Services for C.A. (Dam Insp.)	0	0	20,000	0%
78a Financial Consultant - Services for New Capital Debt	500	1,500	0	0%

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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**D. PROFESSIONAL & CONSULTING SERVICES (CONT)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
79 FY25 Dam Spillway Wall Monument Survey	11,500	11,500	17,500	66%
80 FY25 Matthews Dam Spillway Wingwall and Floor Survey	0	0	6,500	0%
81 FY25 FERC Dam Safety Surveillance and Monitoring R	0	0	5,000	0%
82 FY25 Spillway Repair, Dam Inspection & Reporting	0	56	5,000	1%
83 Log Boom Inspection By GHD	0	1,896	5,000	38%
84 FY25 FERC Chief Dam Safety Engineer	1,424	3,827	12,000	32%
<b>TOTAL PROF/CONSULTING SERVICES</b>	<b>31,205</b>	<b>76,022</b>	<b>470,050</b>	<b>16%</b>

**E. INDUSTRIAL SYSTEM PROJECTS**

85 Refurbish Pump Station 6 (Phase 1)	0	0	3,500,000	0%
86 Two Pumps, Motors, and VFD's for Pump Station 6	0	0	400,000	0%
87 Maintain Water Supply to Industrial Pump Station 6	0	0	13,250	0%
88 Industrial System Assistance	0	0	10,000	0%
89 Crossover Vault Modifications (Needed for Nordic,	0	0	36,000	0%
90 Pump Station 6 Gravel Bar Work and Permitting	0	0	84,000	0%
<b>TOTAL INDUSTRIAL SYSTEM PROJECTS</b>	<b>0</b>	<b>0</b>	<b>4,043,250</b>	<b>0%</b>

**F. CARRY-OVER PROJECTS FROM PRIOR YEAR**

<b>TOTAL CARRYOVER PROJECTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
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**G. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED**

	MTD	YTD	BUDGET	% BUDGET
91 On-Site Generation of Chlorine <i>(\$1.4M - FY24/25 Treatment Facility Project)</i>	7,875	39,375	94,500	42%
92 Prof. Services for New Capital Debt	13,517	67,583	162,200	42%
93 Grant - Collector Mainline Redundancy Pipeline	8,333	41,667	100,000	42%
94 Storage Barn for Ruth Headquarters	10,833	54,167	130,000	42%
<b>TOTAL ADVANCED CHARGES COLLECTED</b>	<b>40,558</b>	<b>202,792</b>	<b>486,700</b>	<b>42%</b>

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## H. PROJECTS NOT CHARGED TO MUNICIPAL CUSTOMERS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
95 On-Site Generation of Chlorine <i>(\$1.4M - FY25, Treatment Facility Project)</i>	10,952	29,600	767,380	4%
96 Humboldt Bay Radio Read Meters <i>(Capital Replacement Funds)</i>	0	9,979	9,500	105%
97 Ruth Paving and Repairs <i>(Non-FEMA August Complex Wildfire Funds Collected)</i>	0	0	112,000	0%
98 North Mainline Extension Study	0	1,020	0	0%
99 BL Rancheria Water	0	0	0	0%
100 CalFire Healthy Forest Grant <i>(CalFire Grant)</i>	2,051	135,634	5,000,000	3%
101 Domestic Water System Cathodic Protection Updates	0	4,531	0	0%
102 Grant - 1x Tank (Industrial) Seismic Retrofit	2,472	17,814	0	0%
103 Grant - Quagga	0	33,664	0	0%
<b>TOTAL NOT CHARGED TO CUSTOMERS</b>	<b>15,475</b>	<b>198,579</b>	<b>5,888,880</b>	<b>3%</b>

## PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS	0	292,884	811,250	36%
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	3,807	59,410	152,750	39%
<i>Treatment Facility Portion</i>	3,207	55,616	78,000	
TOTAL MAINTENANCE PROJECTS	62,436	88,087	453,350	19%
<i>Treatment Facility Portion</i>	0	0	67,000	
TOTAL PROF/CONSULTING SERVICES	31,205	76,022	470,050	16%
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%
TOTAL CARRYOVER PROJECTS	0	0	0	0
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL ADVANCED CHARGES/DEBIT SERVICE	40,558	202,792	486,700	42%
<i>Treatment Facility Portion</i>	\$0	\$0	\$0	
<b>TOTAL CUSTOMER CHARGES</b>	<b>\$138,007</b>	<b>\$719,195</b>	<b>\$2,387,350</b>	<b>30%</b>
NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	23,373	72,280	12,315,095	1%
TOTAL NON-CUSTOMER CHARGES	15,475	198,579	5,888,880	3%
TOTAL USE OF ENCUMBERED FUNDS	21,553	326,452	1,009,560	32%
<b>TOTAL NON-CUSTOMER CHARGES</b>	<b>\$60,401</b>	<b>\$597,310</b>	<b>\$19,213,535</b>	<b>3%</b>
<b>GRAND TOTAL PROJECT BUDGET ACTIVITY</b>	<b>\$198,409</b>	<b>\$1,316,505</b>	<b>\$21,600,885</b>	<b>6%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 ENCUMBERED FUNDS RECONCILIATION REPORT  
 November 30, 2024



	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
<b>A. CAPITAL PROJECTS</b>				
1E Mainline Valve Replacement Program	0	74,258	170,000	95,742
2E ADA Improvments - Eureka Office Parking Lot	0	3,654	4,146	492
3E Power and Fiber Optic Link-Collector 2 - Phase 2	0	4,796	8,000	3,204
4E Retaining Wall for Valve Access	0	0	70,000	70,000
<b>B. EQUIPMENT &amp; FIXED ASSET PROJECTS</b>				
5E Ruth Automated Tiltometers	0	22,987	50,000	27,013
6E Hydro Plant Wicket Gate & HBV Signal Upgrade	0	459	143	(316)
<b>C. MAINTENANCE PROJECTS</b>				
7E FY24 Main Line Meter Flow Calibration	0	0	3,500	3,500
8E FY24 Hazard & Diseased Tree Removal	0	13,000	13,000	0
9E Collector 1 Conductor Replacement	0	84,250	89,750	5,500
10E Ruth Hydro Synchronizer Testing	0	1,223	23,500	22,278
11E Line Shed Alarm Upgrades	0	3,187	6,500	3,313
<b>D. PROFESSIONAL &amp; CONSULTING SERVICES</b>				
12E Caselle A/R Module	0	0	5,000	5,000
13E EAP Tabletop Planning	0	4,596	4,880	284
14E CIP 10-yr Financial Revision and Project Review	0	0	24,000	24,000
15E FY24 Mad River Regulatory Compliance Assistance/In-Stream Flow	1,879	6,211	31,047	24,836
16E Salary Survey	2,260	2,651	3,393	742
17E Samoa Peninsula ROW EIR (GHD)	7,241	81,778	160,947	79,169
18E Water Quality Moniotoring Plan Update	0	998	20,000	19,002
19E Engineering Study-Replace 15-inch Peninsula Pipe	0	0	25,000	25,000
20E Above Ground 10,000 Gallon Fuel Tank Testing	0	0	5,400	5,400
21E Samoa Peninsula Coastal Development Permit	0	0	18,996	18,996
22E 404 Permit Assistance	0	0	24,196	24,196
23E Lease Lots Surveys	0	0	22,618	22,618
24E GIS Project at Ruth Lake (USFS)	0	0	7,500	7,500
25E Technical Dam/Spillway Support	10,173	22,405	218,044	195,639

**ENCUMBERED FUNDS TOTAL**

21,553

326,452

1,009,560

683,108

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
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Vendor Name	Date Paid	Description	Amount Paid
<b>101 NETLINK</b>			
101 NETLINK	11/21/2024	Ruth Data Link/Internet	290.00
101 NETLINK	11/21/2024	Switch Install	200.00
101 NETLINK	11/21/2024	Weekend service call to restore service	250.00
Total 101 NETLINK:			740.00
<b>ACWA/JPIA</b>			
ACWA/JPIA	11/20/2024	COBRA Dental	130.40
ACWA/JPIA	11/20/2024	COBRA Vision	37.12
ACWA/JPIA	11/20/2024	RETIREE MEDICAL	11,161.69
ACWA/JPIA	11/04/2024	Auto and General Liability Program 10.24 - 10.25	65,851.62
ACWA/JPIA	11/04/2024	Auto and General Liability Program 10.24 - 10.25	2,917.93
ACWA/JPIA	11/04/2024	Auto and General Liability Program 10.24 - 10.25	22,923.18
Total ACWA/JPIA:			103,021.94
<b>Advanced Display &amp; Signs</b>			
Advanced Display & Signs	11/26/2024	Electrical hazard placards for crane equipment	122.71
Total Advanced Display & Signs:			122.71
<b>Advanced Security Systems</b>			
Advanced Security Systems	11/21/2024	Essex Quarterly Alarm Billing	429.00
Advanced Security Systems	11/21/2024	Ruth Dam Fire Alarm	156.00
Advanced Security Systems	11/21/2024	Essex Alarm System Maintenance	130.00
Advanced Security Systems	11/21/2024	Eureka Office Alarm System Maintenance	65.00
Total Advanced Security Systems:			780.00
<b>AirGas NCN</b>			
AirGas NCN	11/21/2024	Welding supplies for shop	138.08
Total AirGas NCN:			138.08
<b>Albat</b>			
Albat	11/26/2024	3 X Tank Seismic Retrofit Preconstruction #24-1440	4,076.05
Albat	11/26/2024	3 X Tank Seismic Retrofit Preconstruction #24-1440	1,518.00
Total Albat:			5,594.05
<b>Arcata Fire District</b>			
Arcata Fire District	11/07/2024	Fire Assessment FY 24/25	2,764.00
Total Arcata Fire District:			2,764.00
<b>Asbury Environmental Services</b>			
Asbury Environmental Services	11/26/2024	Waste oil pickup for Essex	102.00
Total Asbury Environmental Services:			102.00
<b>AT &amp; T</b>			
AT & T	11/21/2024	Eureka Office Long Distance	8.08
AT & T	11/21/2024	Essex office/Modem/Control Alarm System	6.83
AT & T	11/21/2024	Eureka Office Long Distance	8.08
AT & T	11/21/2024	Essex office/Modem/Control Alarm System	6.83

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total AT & T:			29.82
<b>ATS Communications</b>			
ATS Communications	11/07/2024	Monthly ProIT support for Essex	1,305.00
Total ATS Communications:			1,305.00
<b>Baldwin,Blomstrom,Wilkinson</b>			
Baldwin,Blomstrom,Wilkinson	11/21/2024	Calfire Healthy Forest Grant 8/19 - 11/1/24	2,050.76
Total Baldwin,Blomstrom,Wilkinson:			2,050.76
<b>Blue Star Gas - Sequoia Gas Co.</b>			
Blue Star Gas - Sequoia Gas Co.	11/21/2024	Tank Rental for Ruth HQ	118.53
Total Blue Star Gas - Sequoia Gas Co.:			118.53
<b>California Dept of Tax and Fee Admin</b>			
California Dept of Tax and Fee Admin	11/20/2024	Water Rights Permit 11715/ID A016454	6,112.40
California Dept of Tax and Fee Admin	11/20/2024	Water Rights Permit 18347/ID A026657	50,813.05
California Dept of Tax and Fee Admin	11/20/2024	Water Rights Permit 11714/ID A017291	12,826.57
Total California Dept of Tax and Fee Admin:			69,752.02
<b>California Heating</b>			
California Heating	11/21/2024	Gutter installation on Line Shed 7 #25-0460	2,029.70
Total California Heating:			2,029.70
<b>Citi Cards</b>			
Citi Cards	11/26/2024	Board Meeting Supplies	13.75
Citi Cards	11/26/2024	Eureka office supplies	43.61
Total Citi Cards:			57.36
<b>City of Eureka</b>			
City of Eureka	11/21/2024	Eureka office water/sewer	63.24
Total City of Eureka:			63.24
<b>Coastal Business Systems Inc.</b>			
Coastal Business Systems Inc.	11/07/2024	Eureka office copy and fax machine	787.43
Coastal Business Systems Inc.	11/07/2024	Essex copy/fax machine	281.57
Total Coastal Business Systems Inc.:			1,069.00
<b>CSDA</b>			
CSDA	11/07/2024	Annual Membership 2025	9,495.00
Total CSDA:			9,495.00
<b>Danea Gemmell</b>			
Danea Gemmell	11/21/2024	Reimbursement for GM Interview	656.46
Total Danea Gemmell:			656.46

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
<b>Downey Brand Attorneys LLP</b>			
Downey Brand Attorneys LLP	11/07/2024	Legal Fees Sept 2024 - Instream Flow Investigation	1,657.00
Total Downey Brand Attorneys LLP:			1,657.00
<b>Eureka Chrysler Dodge Jeep</b>			
Eureka Chrysler Dodge Jeep	11/26/2024	Repair of AC system and recharge	508.71
Eureka Chrysler Dodge Jeep	11/26/2024	Sales tax not charged by vendor	16.72
Eureka Chrysler Dodge Jeep	11/26/2024	Sales tax to be paid	16.72
Total Eureka Chrysler Dodge Jeep:			508.71
<b>Eureka Oxygen</b>			
Eureka Oxygen	11/21/2024	cylinder rental	145.88
Total Eureka Oxygen:			145.88
<b>FEDEX</b>			
FEDEX	11/07/2024	Ship Sperian SCBA #2 annual flow testing	39.50
Total FEDEX:			39.50
<b>Ferguson Waterworks #1423</b>			
Ferguson Waterworks #1423	11/26/2024	2" meter for Laurel Tree Charter School	1,112.52
Ferguson Waterworks #1423	11/26/2024	Antenna for 2" meter at Laurel Tree Charter School	70.04
Total Ferguson Waterworks #1423:			1,182.56
<b>Franchise Tax Board</b>			
Franchise Tax Board	11/05/2024		65.00
Franchise Tax Board	11/20/2024		65.00
Total Franchise Tax Board:			130.00
<b>GEI Consultants, Inc</b>			
GEI Consultants, Inc	11/07/2024	2025 Qualified Dam Safety Engineering Consulting #25-0180	1,424.00
Total GEI Consultants, Inc:			1,424.00
<b>GHD</b>			
GHD	11/26/2024	OSHG Installation and Integration Design #23-0091	10,428.67
GHD	11/26/2024	Reservoirs Seismic Retrofit Phs 2 #24-0812	2,138.78
GHD	11/26/2024	Reservoirs Seismic Retrofit Phs 2 #24-0812	954.40
GHD	11/26/2024	Mad River Cross Sections Survey Memo 2024 #25-0510	3,589.26
GHD	11/26/2024	General Engineering	1,890.27
GHD	11/26/2024	General Engineering - TRF Generator Grant	78.25
GHD	11/26/2024	General Engineering - Instream Flow	222.00
GHD	11/26/2024	General Engineering - Ruith	869.35
GHD	11/26/2024	General Engineering - Adv Asst Spillway Seismic	2,928.38
GHD	11/26/2024	General Engineering - TRF	1,953.31
GHD	11/26/2024	General Engineering - OSHG	519.51
GHD	11/26/2024	Samoa Peninsula ROW EIR #23-0625	7,241.14
Total GHD:			32,813.32
<b>Grainger</b>			
Grainger	11/21/2024	Turbidimeter replacement at TRF	680.38

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Grainger:			680.38
<b>Harbor Freight Tools</b>			
Harbor Freight Tools	11/26/2024	Dummy cameras for Collector 2	27.09
Total Harbor Freight Tools:			27.09
<b>Harper Motors</b>			
Harper Motors	11/07/2024	Unit 4 repair of damaged wiring due to rodent	1,660.65
Total Harper Motors:			1,660.65
<b>Hazen and Sawyer</b>			
Hazen and Sawyer	11/07/2024	Grant Support Services #24-0128	500.00
Total Hazen and Sawyer:			500.00
<b>Health Equity Inc</b>			
Health Equity Inc	11/06/2024	HSA Admin Fee Nov 2024 - 19 employees	56.05
Health Equity Inc	11/06/2024	HSA Admin Fee Nov 2024 - 6 employees	17.70
Total Health Equity Inc:			73.75
<b>Hensel Hardware</b>			
Hensel Hardware	11/26/2024	Gate remote battery for Unit #2	13.01
Hensel Hardware	11/26/2024	Supplies	50.97
Hensel Hardware	11/26/2024	Supplies	13.02
Hensel Hardware	11/26/2024	Supplies for maint shop lighting repair	82.44
Hensel Hardware	11/26/2024	TRF turbidimeter replacements	72.89
Hensel Hardware	11/26/2024	Bug zapper and supplies for Collector #1	96.53
Hensel Hardware	11/26/2024	Supply hose	21.59
Total Hensel Hardware:			350.45
<b>Henwood Associates, Inc</b>			
Henwood Associates, Inc	11/07/2024	Consultant Services Agreement- Sept 2024	410.13
Total Henwood Associates, Inc:			410.13
<b>Humboldt County Planning</b>			
Humboldt County Planning	11/21/2024	Address Assignment on New Navy Base Road	116.00
Total Humboldt County Planning:			116.00
<b>Humboldt County Treasurer</b>			
Humboldt County Treasurer	11/26/2024	Capital Financing Project	45,611.43
Total Humboldt County Treasurer:			45,611.43
<b>Humboldt Redwood Company, LLC</b>			
Humboldt Redwood Company, LLC	11/21/2024	Mt Pierce Lease site	320.59
Total Humboldt Redwood Company, LLC:			320.59
<b>Hummel Tire &amp; Wheel</b>			
Hummel Tire & Wheel	11/21/2024	Tire for Unit #11	791.66



Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Hummel Tire & Wheel	11/21/2024	<i>Tire for Unit #3</i>	200.32
Total Hummel Tire & Wheel:			991.98
<b>IIA Lifting Services, Inc</b>			
IIA Lifting Services, Inc	11/20/2024	<i>Annual crane and rigging inspection and certification #25-0457</i>	7,727.00
Total IIA Lifting Services, Inc:			7,727.00
<b>Industrial Electric</b>			
Industrial Electric	11/26/2024	<i>Supplies</i>	13.83
Industrial Electric	11/26/2024	<i>Supplies</i>	12.63
Total Industrial Electric:			26.46
<b>Johnson's Mobile Rentals LLC</b>			
Johnson's Mobile Rentals LLC	11/07/2024	<i>Temporary Fence for TRF Tesla Battery Project</i>	232.74
Total Johnson's Mobile Rentals LLC:			232.74
<b>JTN Energy, LLC</b>			
JTN Energy, LLC	11/07/2024	<i>Consultant Services Agreement - Sept 2024</i>	410.13
Total JTN Energy, LLC:			410.13
<b>Justin Natividad</b>			
Justin Natividad	11/04/2024	<i>Per Diem for Ruth</i>	37.50
Total Justin Natividad:			37.50
<b>Keenan Supply</b>			
Keenan Supply	11/21/2024	<i>Laurel Tree meter installation materials</i>	1,403.03
Keenan Supply	11/21/2024	<i>Laurel Tree meter installation materials</i>	127.95
Keenan Supply	11/26/2024	<i>Laurel Tree meter installation materials</i>	192.88
Keenan Supply	11/21/2024	<i>Laurel Tree meter installation materials</i>	276.92
Total Keenan Supply:			2,000.78
<b>Keith Daggs</b>			
Keith Daggs	11/04/2024	<i>Per Diem for Ruth</i>	37.50
Total Keith Daggs:			37.50
<b>Mario Palmero</b>			
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Hardware for OSHG</i>	3.69
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Refreshments for staff meeting</i>	45.03
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Distilled Water</i>	3.38
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Unit 6 Seat Covers</i>	2.71
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Ice for Ruth Work</i>	6.51
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Wash Unit 6 Seat Covers</i>	7.15
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Washer for TRF lab sink drain</i>	2.59
Mario Palmero	11/21/2024	<i>Essex Petty Cash - Refreshments for staff meeting</i>	32.07
Mario Palmero	11/21/2024	<i>Essex Petty Cash - 5 gallon buckets</i>	15.40
Total Mario Palmero:			118.53

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
<b>Matrix Consulting Group</b>			
Matrix Consulting Group	11/20/2024	<i>Fleet Electrification Master Plan</i>	6,000.00
Total Matrix Consulting Group:			6,000.00
<b>McMaster-Carr Supply</b>			
McMaster-Carr Supply	11/21/2024	<i>Camera tower wire supports</i>	354.98
Total McMaster-Carr Supply:			354.98
<b>Mendes Supply Company</b>			
Mendes Supply Company	11/26/2024	<i>Janitorial supplies for Eureka Office</i>	76.45
Total Mendes Supply Company:			76.45
<b>Microbac Laboratories, Inc</b>			
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - Humboldt Bay Retail</i>	370.00
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - FBGCSD</i>	110.00
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - Humboldt Bay Retail</i>	110.00
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - FBGCSD</i>	110.00
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - FBGCSD</i>	110.00
Microbac Laboratories, Inc	11/21/2024	<i>Lab Tests - Humboldt Bay Retail</i>	110.00
Total Microbac Laboratories, Inc:			920.00
<b>Mission Linen</b>			
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	80.54
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	56.50
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	66.40
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	45.14
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	93.47
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	22.57
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	92.26
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	33.85
Mission Linen	11/07/2024	<i>maintenance supplies &amp; uniform rentals</i>	80.54
Total Mission Linen:			571.27
<b>Motion Industries, Inc</b>			
Motion Industries, Inc	11/07/2024	<i>Hydraulic pump for Ruth Hydro system</i>	2,019.75
Motion Industries, Inc	11/21/2024	<i>Young Heat Exchanger gaskets for inventory</i>	129.76
Total Motion Industries, Inc:			2,149.51
<b>Napa Auto Parts</b>			
Napa Auto Parts	11/26/2024	<i>Unit 8 Miller Welder service supplies</i>	105.48
Napa Auto Parts	11/26/2024	<i>Spark plugs for various small engine services</i>	42.45
Napa Auto Parts	11/26/2024	<i>Fleet maintenance supplies</i>	18.98
Napa Auto Parts	11/26/2024	<i>Annual service for JD</i>	294.86
Napa Auto Parts	11/26/2024	<i>Trailer plug</i>	22.32
Napa Auto Parts	11/26/2024	<i>Vehicle supplies</i>	399.65
Napa Auto Parts	11/26/2024	<i>Vehicle services and winterization</i>	220.12
Napa Auto Parts	11/26/2024	<i>Oil filters</i>	155.66
Total Napa Auto Parts:			1,259.52

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
<b>NTU Technologies, Inc</b>			
NTU Technologies, Inc	11/07/2024	TRF Treatment Chemical	1,647.00
NTU Technologies, Inc	11/07/2024	Use Tax - Added	127.64
NTU Technologies, Inc	11/07/2024	Use Tax - Payable	127.64-
Total NTU Technologies, Inc:			1,647.00
<b>O&amp;M Industries</b>			
O&M Industries	11/26/2024	Aluminum plate for Ruth HQ Dock safety modifications	78.12
Total O&M Industries:			78.12
<b>Optimum</b>			
Optimum	11/04/2024	Essex internet	266.35
Optimum	11/04/2024	Essex Phones	67.30
Optimum	11/04/2024	Eureka Internet	210.95
Optimum	11/04/2024	Fieldbrook-Glendale CSD Internet	334.21
Optimum	11/04/2024	TRF Internet	29.93
Optimum	11/04/2024	TRF Internet - Blue Lake SCADA Monitoring	59.84
Optimum	11/04/2024	TRF Internet - Fieldbrook-Glendale CSD	59.84
Total Optimum:			1,028.42
<b>PACE Engineering, Inc.</b>			
PACE Engineering, Inc.	11/07/2024	TRF Generator Project	14,151.75
Total PACE Engineering, Inc.:			14,151.75
<b>Pacific Gas &amp; Electric Co.</b>			
Pacific Gas & Electric Co.	11/04/2024	Eureka Office	70.04
Pacific Gas & Electric Co.	11/04/2024	Jackson Ranch Rd Rectifier	19.49
Pacific Gas & Electric Co.	11/04/2024	HWY 299 Rectifier	47.05
Pacific Gas & Electric Co.	11/04/2024	West End Road Rectifier	201.53
Pacific Gas & Electric Co.	11/04/2024	TRF	4,958.48
Pacific Gas & Electric Co.	11/04/2024	Ruth Hydro Valve Control	60.53
Pacific Gas & Electric Co.	11/04/2024	Ruth Hydro	26.74
Pacific Gas & Electric Co.	11/04/2024	Samoa Booster Pump Station	1,224.07
Pacific Gas & Electric Co.	11/04/2024	Samoa Dial Station	93.01
Pacific Gas & Electric Co.	11/20/2024	Essex Pumping Oct 2024	3,191.85
Pacific Gas & Electric Co.	11/20/2024	Essex Pumping Oct 2024	1,367.74
Pacific Gas & Electric Co.	11/20/2024	Essex Pumping Oct 2024	69,586.26
Pacific Gas & Electric Co.	11/26/2024	Ruth HQ	176.66
Pacific Gas & Electric Co.	11/26/2024	Ruth Bunk House	41.15
Total Pacific Gas & Electric Co.:			81,064.60
<b>Picky, Picky, Picky, Inc</b>			
Picky, Picky, Picky, Inc	11/07/2024	Safety Boots - K. Davis	229.41
Picky, Picky, Picky, Inc	11/21/2024	Safety Boots - T. Farrell	262.19
Picky, Picky, Picky, Inc	11/26/2024	Safety Boots - J. Natividad	262.19
Picky, Picky, Picky, Inc	11/21/2024	Safety Boots for M. Davis	181.89
Total Picky, Picky, Picky, Inc:			935.68
<b>Pierson Building Center</b>			
Pierson Building Center	11/26/2024	Insulation for dielectric testing for unit 4	142.01

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 11/1/2024-11/30/2024Page: 8  
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Vendor Name	Date Paid	Description	Amount Paid
Total Pierson Building Center:			142.01
<b>Platt Electric Supply</b>			
Platt Electric Supply	11/26/2024	Electrical shop supplies	90.98
Total Platt Electric Supply:			90.98
<b>Points West Surveying Co</b>			
Points West Surveying Co	11/20/2024	Foster Ave Easement Survey - Foster Clean Power-Solar	4,140.00
Points West Surveying Co	11/20/2024	Spillway & wing wall vertical & horizontal monitoring survey P	11,500.00
Total Points West Surveying Co:			15,640.00
<b>Porter and Sons Painting</b>			
Porter and Sons Painting	11/20/2024	Exterior painting of Collector 2 #24-0401	59,988.27
Total Porter and Sons Painting:			59,988.27
<b>Purchase Power</b>			
Purchase Power	11/12/2024	Postage Refill	1,009.75
Total Purchase Power:			1,009.75
<b>Recology Arcata</b>			
Recology Arcata	11/07/2024	Essex Garbage/Recycling Service - Oct 2024	812.76
Total Recology Arcata:			812.76
<b>Recology Humboldt County</b>			
Recology Humboldt County	11/07/2024	Eureka office garbage/recycling service - Oct 2024	110.05
Total Recology Humboldt County:			110.05
<b>Regional Government Services Authority</b>			
Regional Government Services Authority	11/26/2024	Compensation & Benefit Study #24-0874	525.00
Regional Government Services Authority	11/26/2024	Compensation & Benefit Study #24-0874	1,735.20
Total Regional Government Services Authority:			2,260.20
<b>Rexel USA, Inc</b>			
Rexel USA, Inc	11/21/2024	VFD for N-Poly Pump	488.47
Rexel USA, Inc	11/21/2024	VFD for N-Poly Pump	107.53
Rexel USA, Inc	11/21/2024	VFD for N-Poly Pump	254.71
Rexel USA, Inc	11/21/2024	VFD for N-Poly Pump	293.48
Rexel USA, Inc	11/21/2024	VFD for N-Poly Pump	1,309.08
Total Rexel USA, Inc:			2,453.27
<b>Safe and Sound Security</b>			
Safe and Sound Security	11/20/2024	Dam Security Camera System & Spillway Cameras	9,817.75
Total Safe and Sound Security:			9,817.75
<b>SWRCB-DWOCP</b>			
SWRCB-DWOCP	11/07/2024	T3 Certification Application - E. Schillinger	90.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 11/1/2024-11/30/2024Page: 9  
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Vendor Name	Date Paid	Description	Amount Paid
Total SWRCB-DWOCP:			90.00
<b>The Mill Yard</b>			
The Mill Yard	11/26/2024	Concrete for thrust block replacement	37.92
The Mill Yard	11/26/2024	Ruth HQ roof vent repair	37.90
The Mill Yard	11/26/2024	Electrical shop stock	1.47
The Mill Yard	11/26/2024	Concrete ready mix for Ruth HQ	75.84
Total The Mill Yard:			153.13
<b>The Mitchell Law Firm, LLP</b>			
The Mitchell Law Firm, LLP	11/21/2024	Legal Services- Oct 2024	944.00
Total The Mitchell Law Firm, LLP:			944.00
<b>Thrifty Supply</b>			
Thrifty Supply	11/26/2024	PVC pipe and fittings for Ruth Piezometer Well	62.56
Total Thrifty Supply:			62.56
<b>Tony Gosselin &amp; Sons Tire</b>			
Tony Gosselin & Sons Tire	11/21/2024	Front steer tires for John Deere 110 backhoe	554.48
Total Tony Gosselin & Sons Tire:			554.48
<b>Trinity County General Services</b>			
Trinity County General Services	11/26/2024	Pickett Peak site lease	257.50
Total Trinity County General Services:			257.50
<b>Trinity County Solid Waste</b>			
Trinity County Solid Waste	11/21/2024	Ruth HQ dump fees	15.75
Trinity County Solid Waste	11/21/2024	Ruth Hydro dump fees	15.75
Total Trinity County Solid Waste:			31.50
<b>U.S. Bank Corporate Payment System</b>			
U.S. Bank Corporate Payment System	11/07/2024	Drinks for spillway repairs	17.87
U.S. Bank Corporate Payment System	11/07/2024	Drinks for workers for leak repair at 1497 Glendale Dr	13.38
U.S. Bank Corporate Payment System	11/07/2024	Spillway repair supplies	23.82
U.S. Bank Corporate Payment System	11/07/2024	Fuel for work boat	70.00
U.S. Bank Corporate Payment System	11/07/2024	Spillway repair supplies	115.81
U.S. Bank Corporate Payment System	11/07/2024	Employee Recognition	7.99
U.S. Bank Corporate Payment System	11/07/2024	Employee Recognition	15.99
U.S. Bank Corporate Payment System	11/07/2024	Spillway repair supplies	55.29
U.S. Bank Corporate Payment System	11/07/2024	Drinks for spillway repairs	44.37
U.S. Bank Corporate Payment System	11/07/2024	Spillway repairs supplies	15.16
U.S. Bank Corporate Payment System	11/07/2024	AWWA Cross Connection Guidance class	200.00
U.S. Bank Corporate Payment System	11/07/2024	Annual Dropbox suscription 10.24-10.25	119.88
U.S. Bank Corporate Payment System	11/07/2024	Differential Pressure Transmitter	2,054.07
U.S. Bank Corporate Payment System	11/07/2024	Spendwise Monthly Subscription	90.00
U.S. Bank Corporate Payment System	11/07/2024	Eureka Office Supplies	103.41
U.S. Bank Corporate Payment System	11/07/2024	Safety Apparel	731.19
U.S. Bank Corporate Payment System	11/07/2024	Check vouchers & security envelopes	452.13
U.S. Bank Corporate Payment System	11/07/2024	Eureka Office Supplies	35.72
U.S. Bank Corporate Payment System	11/07/2024	Essex Office Supplies	109.37

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 11/1/2024-11/30/2024Page: 10  
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Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	11/07/2024	Staff gauges for Ruth Dam	1,048.98
U.S. Bank Corporate Payment System	11/07/2024	Use tax - not billed	55.50
U.S. Bank Corporate Payment System	11/07/2024	Use tax - to be paid	55.50-
U.S. Bank Corporate Payment System	11/07/2024	Spillway repair supplies	86.06
U.S. Bank Corporate Payment System	11/07/2024	6 mil bags for asbestos removal	61.95
U.S. Bank Corporate Payment System	11/07/2024	Snow diverters for Ruth HQ	359.98
U.S. Bank Corporate Payment System	11/07/2024	Use tax - not billed	27.90
U.S. Bank Corporate Payment System	11/07/2024	Use tax - to be paid	27.90-
U.S. Bank Corporate Payment System	11/07/2024	Circuit breaker for Maintenance Shop panel	893.94
U.S. Bank Corporate Payment System	11/07/2024	Transfer setting of existing PCs to new workstations	368.16
U.S. Bank Corporate Payment System	11/07/2024	HTE paint spraying gun	227.81
U.S. Bank Corporate Payment System	11/07/2024	Asphalt tack coat	295.34
U.S. Bank Corporate Payment System	11/07/2024	Essex Office Supplies	99.18
U.S. Bank Corporate Payment System	11/07/2024	Meal for RLCSD/HBMWD joint board meeting	589.31
U.S. Bank Corporate Payment System	11/07/2024	Snacks for Open Enrollment Staff Meeting	72.00
U.S. Bank Corporate Payment System	11/07/2024	Ruth lake clean up dump fees	384.00
Total U.S. Bank Corporate Payment System:			8,762.16
<b>U.S. Geological Survey, WRD</b>			
U.S. Geological Survey, WRD	11/20/2024	Ruth Res & Mad River Streamflow - Water Resource Investigatio	9,110.00
Total U.S. Geological Survey, WRD:			9,110.00
<b>USA Blue Book</b>			
USA Blue Book	11/26/2024	TRF lab supplies	382.34
USA Blue Book	11/07/2024	TRF lab supplies	240.90
Total USA Blue Book:			623.24
<b>VALEO Networks</b>			
VALEO Networks	11/07/2024	Eureka office monthly computer maintenance	1,866.79
VALEO Networks	11/21/2024	Server Upgrade	2,446.88
Total VALEO Networks:			4,313.67
<b>Valley Pacific Petroleum Serv. Inc</b>			
Valley Pacific Petroleum Serv. Inc	11/07/2024	Cardlock-Pumping & Control	773.67
Valley Pacific Petroleum Serv. Inc	11/07/2024	Cardlock-Water Quality	773.67
Valley Pacific Petroleum Serv. Inc	11/07/2024	Cardlock-Maintenance	773.67
Valley Pacific Petroleum Serv. Inc	11/07/2024	Cardlock-HB Retail	201.14
Valley Pacific Petroleum Serv. Inc	11/07/2024	Cardlock-FBGCS	572.51
Valley Pacific Petroleum Serv. Inc	11/26/2024	DOT waste drum lids & sorbent pads	235.99
Total Valley Pacific Petroleum Serv. Inc:			3,330.65
<b>Verizon Wireless</b>			
Verizon Wireless	11/21/2024	General Manager	38.75
Verizon Wireless	11/21/2024	Humboldt Bay Retail	14.25
Verizon Wireless	11/21/2024	Fieldbrook Glendale CSD	40.55
Verizon Wireless	11/21/2024	Humboldt Bay IPAD	9.88
Verizon Wireless	11/21/2024	Fieldbrook Glendale CSD IPAD	28.13
Verizon Wireless	11/21/2024	Ruth Area	18.35
Verizon Wireless	11/21/2024	Ruth Hydro	18.34
Total Verizon Wireless:			168.25

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
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Vendor Name	Date Paid	Description	Amount Paid
<b>Watt's Cleaning Services</b>			
Watt's Cleaning Services	11/07/2024	<i>Eureka Office Cleaning 10/9 &amp; 10/23/24</i>	278.00
Total Watt's Cleaning Services:			278.00
<b>Wienhoff &amp; Associates Inc</b>			
Wienhoff & Associates Inc	11/21/2024	<i>Annual Consortium membership</i>	425.00
Total Wienhoff & Associates Inc:			425.00
<b>Wonder Bros. Auto Body</b>			
Wonder Bros. Auto Body	11/07/2024	<i>Auto body repairs to Unit 11</i>	3,888.71
Total Wonder Bros. Auto Body:			3,888.71
Grand Totals:			534,678.92

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

*SUPPLEMENTAL* - FIELDBROOK-GLENDALE CSD CONTRACT SERVICES  
 MONTHLY BILLING/EXPENSE REPORT  
 November 30, 2024



	Month-to-Date	Year-to-Date	Prior Year	Difference
<b><i>Contract Services Billing</i></b>				
Administrative	1,232.87	6,164.35	5,973.20	191.15
Indirect/Overhead	976.81	4,884.05	4,732.65	151.40
Maintenance/Operations/Supplies	19,878.90	135,025.91	108,059.74	26,966.17
<b>Total FB-GCSD Billing</b>	<b>22,088.58</b>	<b>146,074.31</b>	<b>118,765.59</b>	<b>27,308.72</b>
<b><i>Contract Services Expenses</i></b>				
Employee Wages	10,736.23	66,087.83	55,123.99	10,963.84
Employee Benefits	4,583.76	29,186.80	26,067.07	3,119.73
Operations & Maintenance Expenses	953.81	18,107.98	2,684.14	15,423.84
General & Administrative Expenses	469.59	9,473.28	8,958.47	514.81
<b>Total FB-GCSD Expenses</b>	<b>16,743.39</b>	<b>122,855.89</b>	<b>92,833.67</b>	<b>30,022.22</b>
<b><i>NET Fieldbrook Contract Services</i></b>	<b>5,345.19</b>	<b>23,218.42</b>	<b>25,931.92</b>	<b>(2,713.50)</b>



**RUTH HYDRO INCOME AND EXPENSE STATEMENT  
FOR THE 12-MONTHS ENDED 6/30/24**

POWER GENERATION - REMAT	253,389.97
POWER GENERATION - MUNI	129,625.68
PROJECT BUDGET INCOME	140,775.00
<b>TOTAL INCOME</b>	<b>523,790.65</b>

**PAYROLL**

WAGES - REGULAR (WSL/HYDRO)	55,525.12
WAGES - PART-TIME (WSL/HYDRO)	11,923.52
WAGES - STANDBY (WSL/HYDRO)	50,853.12
WAGES - VACATION (WSL/HYDRO)	1,253.48
WAGES - OVERTIME (WSL/HYDRO)	1,509.86
WAGES - SICK (WSL/HYDRO)	1,253.48
SOCIAL SECURITY EXP (WSL/HYDR)	7,506.13
MEDICARE EXPENSE (WSL/HYDRO)	1,755.51
SUI EXPENSE (WSL/HYDRO)	259.80
CALPERS EXPENSES (WSL/HYDRO)	9,481.96
HEALTH, LIFE, LTD INS(WSL/HYD)	18,984.53
HSA EXPENSE (WSL/HYDR)	773.65
EMPLOYEE DENTAL (WSL/HYDRO)	908.60
EMPLOYEE VISION (WSL/HYDRO)	164.80
LIFE & AD& D INS (WSL/HYD)	391.65
EMPLOYEE EAP (WSL/HYDRO)	21.98
<b>TOTAL PAYROLL</b>	<b>162,567.19</b>

**OPS & MAINTENANCE**

MAINT. & REPAIRS (WSL/HYDRO)	7,756.60
MATERIALS/SUPPLIES (WSL/HYDRO)	10,638.13
AUTO EXPENSE/MAINT (WSL/HYDRO)	6,209.25
USGS GAUGING STATION (WSL/HYD)	8,600.00
SAFETY EQUIP/TRNG (WSL/HYDRO)	570.89
ENGINEERING (WSL/HYDRO)	44,310.83
POWER (WSL/HYDRO)	508.51
PROJECT (CIP ACCOUNT) EXPENSES	72,860.19
<b>TOTAL OPS &amp; MAINTENANCE</b>	<b>151,454.40</b>

**ADMIN & GENERAL**

TELEPHONE (WSL/HYDRO)	3,056.50
INTERNET EXPENSE (WSL/HYDRO)	2,844.51
INSURANCE (WSL/HYDRO)	9,197.84
OFFICE BUILD MAINT (WSL/HYDRO)	700.18
REGULATORY AGENCY FEES (WSL/HY)	14,831.89
REMAT CONSULTANTS(WSL/HYDRO)	26,024.64
CREDIT TO MUNI'S FOR REMAT POWER	129,625.68

**TOTAL ADMIN & GENERAL 186,281.24**

**TOTAL FUND EXPENDITURES 500,302.83**

**NET REVENUE OVER EXPENDITURES 23,487.82**

# **OPERATIONS**

Memo to: HBMWD Board of Directors  
From: Dale Davidsen, Superintendent  
Date: December 3, 2024  
Subject: Essex/Ruth November 2024 Operational Report

### **Upper Mad River, Ruth Lake, and Hydro Plant**

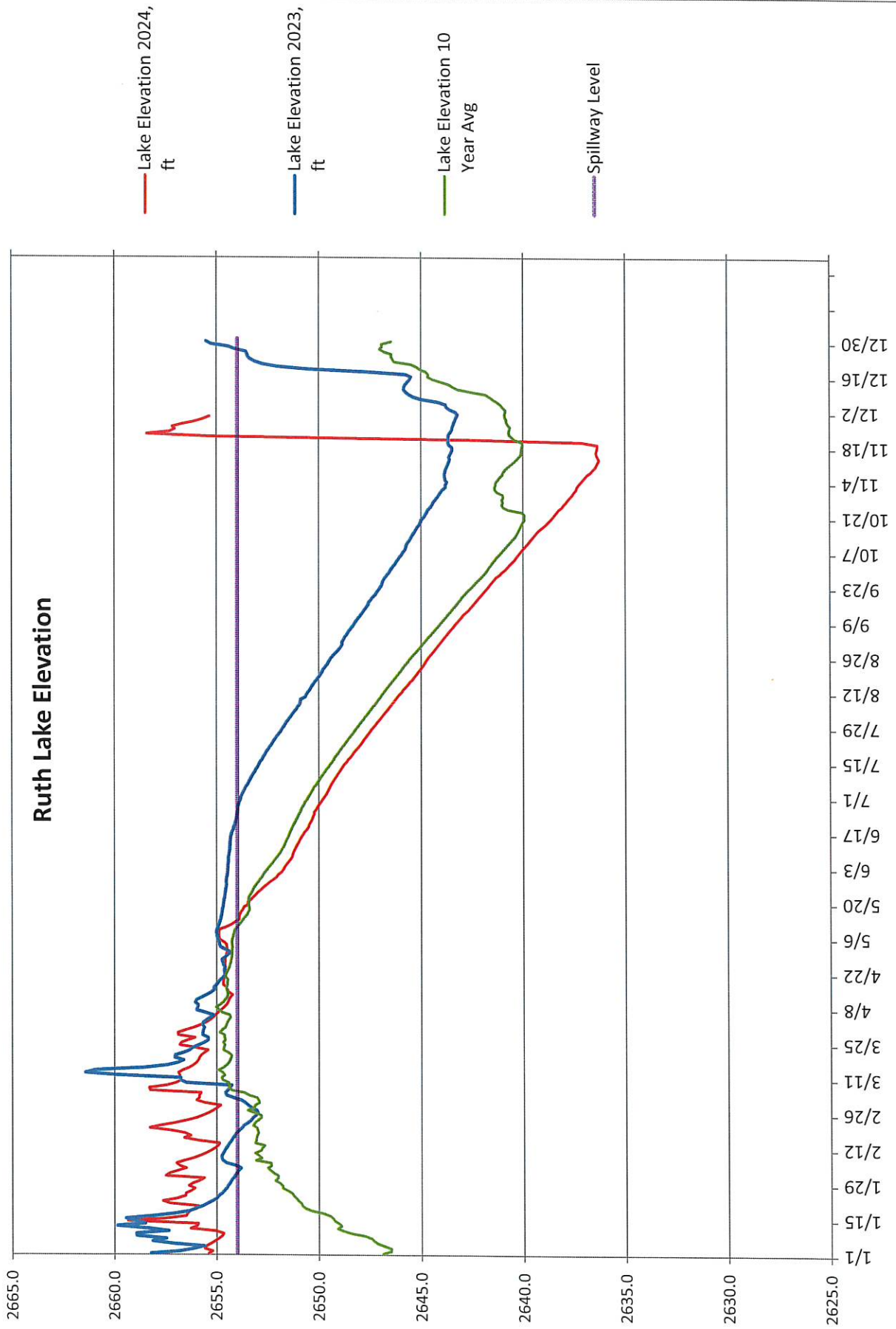
1. Average flow at Mad River above Ruth Reservoir (Zenia Bridge) in November was 616 cfs. The maximum flow was 6320 cfs on November 22<sup>nd</sup>.
2. The conditions at Ruth Lake for November were as follows:  
The lake level on November 30<sup>th</sup> was 2655.34 feet which is:
  - 17.84 feet higher than October 31<sup>st</sup>, 2024;
  - 12.04 feet higher than November 30<sup>th</sup>, 2023;
  - 14.45 feet higher than the ten-year average;
  - 1.34 feet above the spillway.
3. Ruth Headquarters recorded 21.82 inches rainfall in November.
4. Ruth Hydro produced 170400 KWh in November. There was 1 PGE shut down for 160 hours.
5. The lake discharge averaged 460 cfs with a high of 3072 cfs on November 23<sup>rd</sup>.

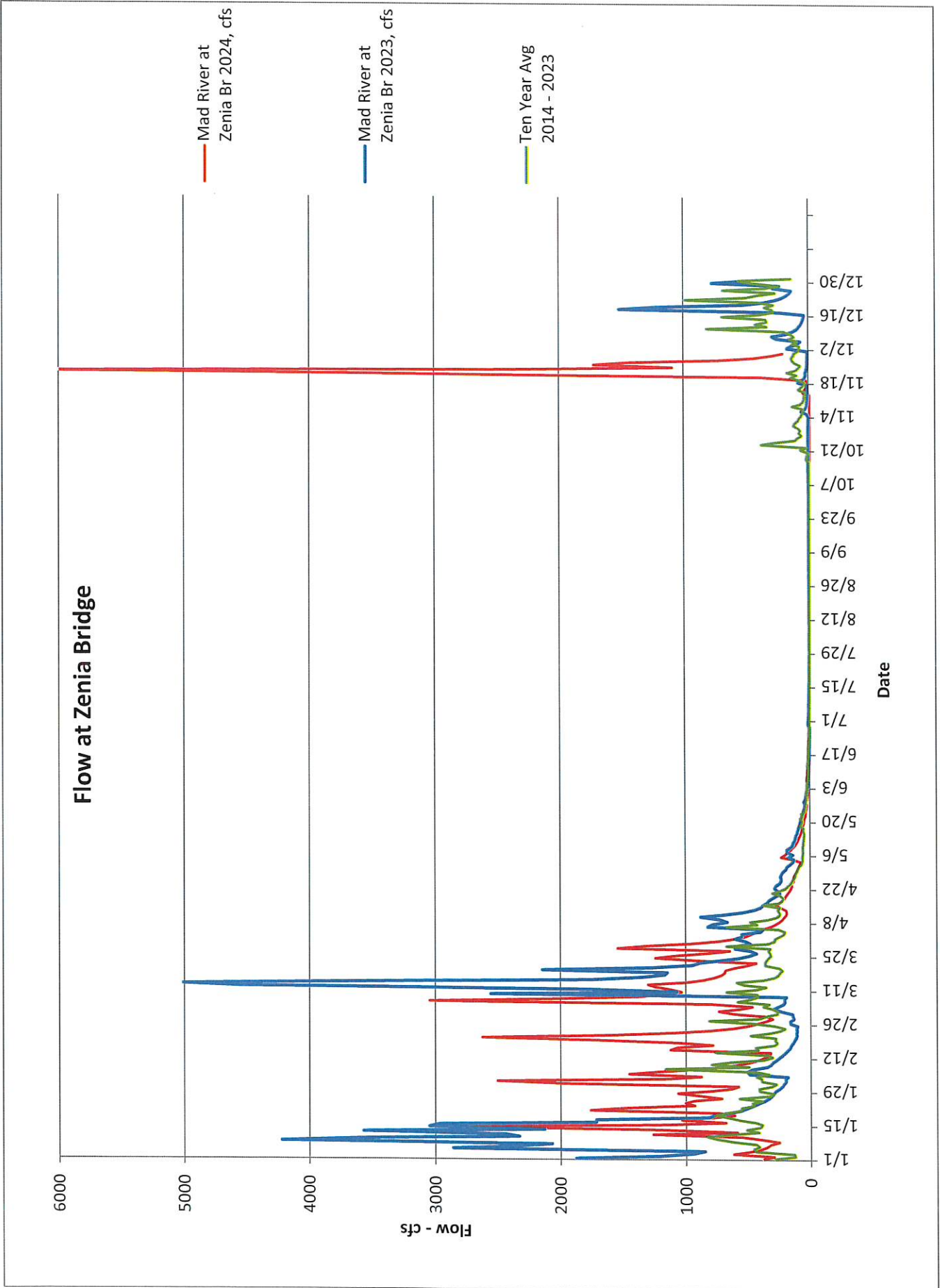
### **Lower Mad River, Winzler Control, and TRF**

6. The river at Winzler Control Center, for November, had an average flow of 2638 cfs. The river flow was at a high of 19200 cfs on November 22<sup>nd</sup>
7. The domestic water conditions were as follows:
  - a. The domestic water turbidity average was 0.08 NTU, which meets Public Health Secondary Standards;
  - b. As of November 30<sup>th</sup>, we pumped 218.013 MG at an average of 7.267 MGD;
  - c. The maximum metered daily municipal use was 8.321 MG on November 30<sup>th</sup>
8. The TRF is online from October 4<sup>th</sup>
  - a. Average monthly source water turbidity was 3.35 NTU;
  - b. Average monthly filtered water turbidity was 0.07 NTU;
  - c. Number of monthly filter backwashes was 50.

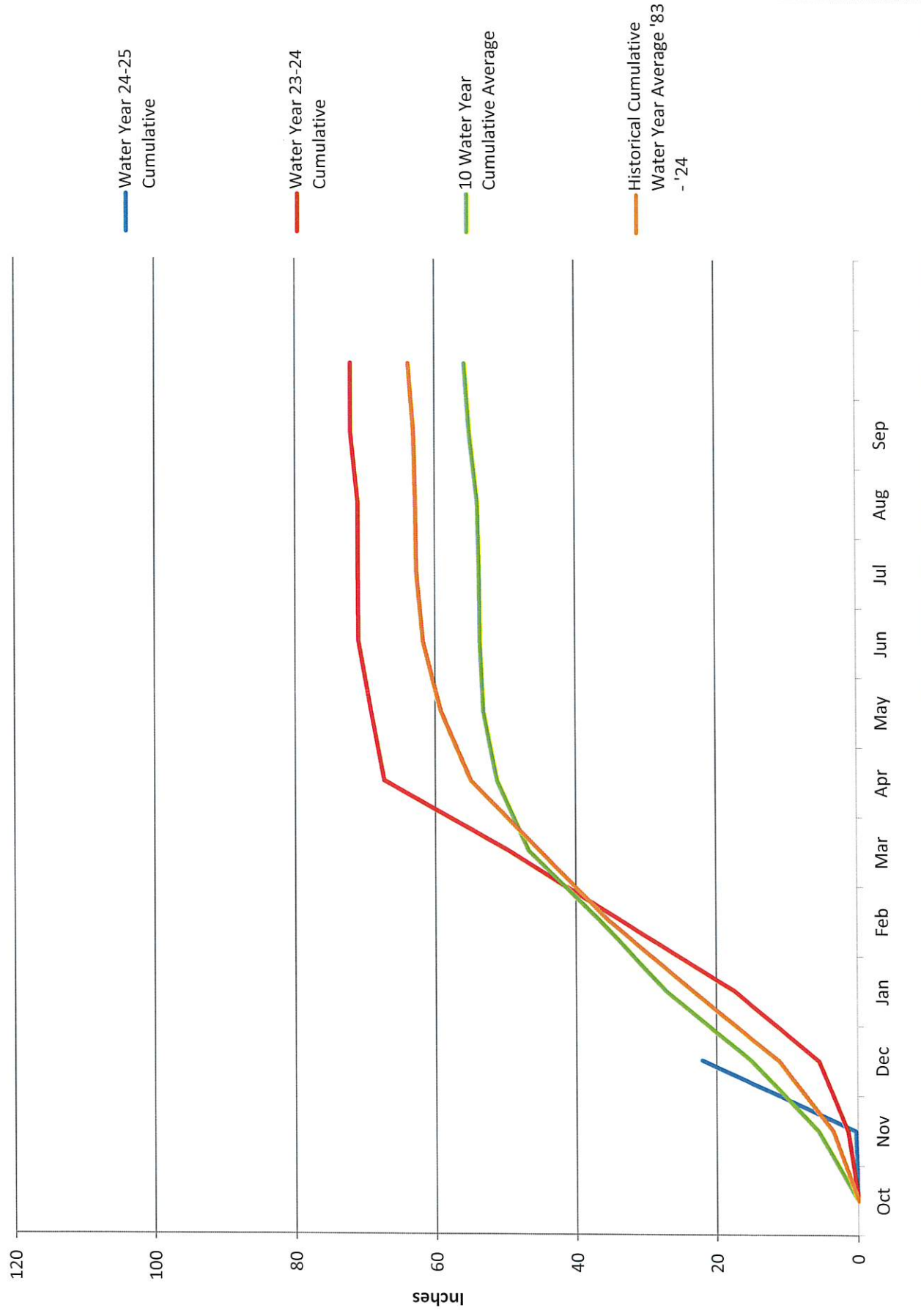
9. November 4<sup>th</sup>
  - a. Matrix site visit for EV charger site evaluations.
  - b. Contractor on-site for annual crane inspections
  - c. Painter on-site, painting collector 2 caisson
10. November 5<sup>th</sup>
  - a. Zoom meeting with Schatz Energy, Kick off meeting for Tesla BESS and generator coordination.
  - b. OSHG project bid opening – Sequoia Construction got the bid
  - c. Contractor on-site for annual crane inspections
11. November 7<sup>th</sup>
  - a. Trip to Ruth to update and reboot CAISO meter, and help install cameras on dam.
  - b. Painter finished Collector 2 caisson painting
  - c. Contractor on-site at Ruth for annual crane inspection.
12. November 14<sup>th</sup> – Safety meetings
  - a. SCBA's
  - b. Machine and Equipment Safety
13. November 18<sup>th</sup>
  - a. Met with Humboldt County roads crew, RE: a problem with a culvert under West End Rd and our pipelines.
  - b. NOAA Zoom meeting RE: incoming storm this week.
  - c. Prep for incoming storm
  - d. Install Laurel tree meter service
14. November 20<sup>th</sup>
  - a. Worked with CAISO and PG&E regarding a long outage request for Ruth Hydro.
  - b. NOAA Zoom meeting RE: the storm
15. November 22<sup>nd</sup> - The lake filled in 2 days!!
16. Current and Ongoing Projects
  - a. FEMA ICS-100 training – 98% completed.
  - b. Work on mounting brackets and networking for Ruth dam camera system – Installation complete. Training left to be done.
  - c. Collector 2 and Collector 2-meter, Communications project – In Progress.
  - d. Tesla battery bank projects – In progress
  - e. Routine annual equipment maintenance and services.

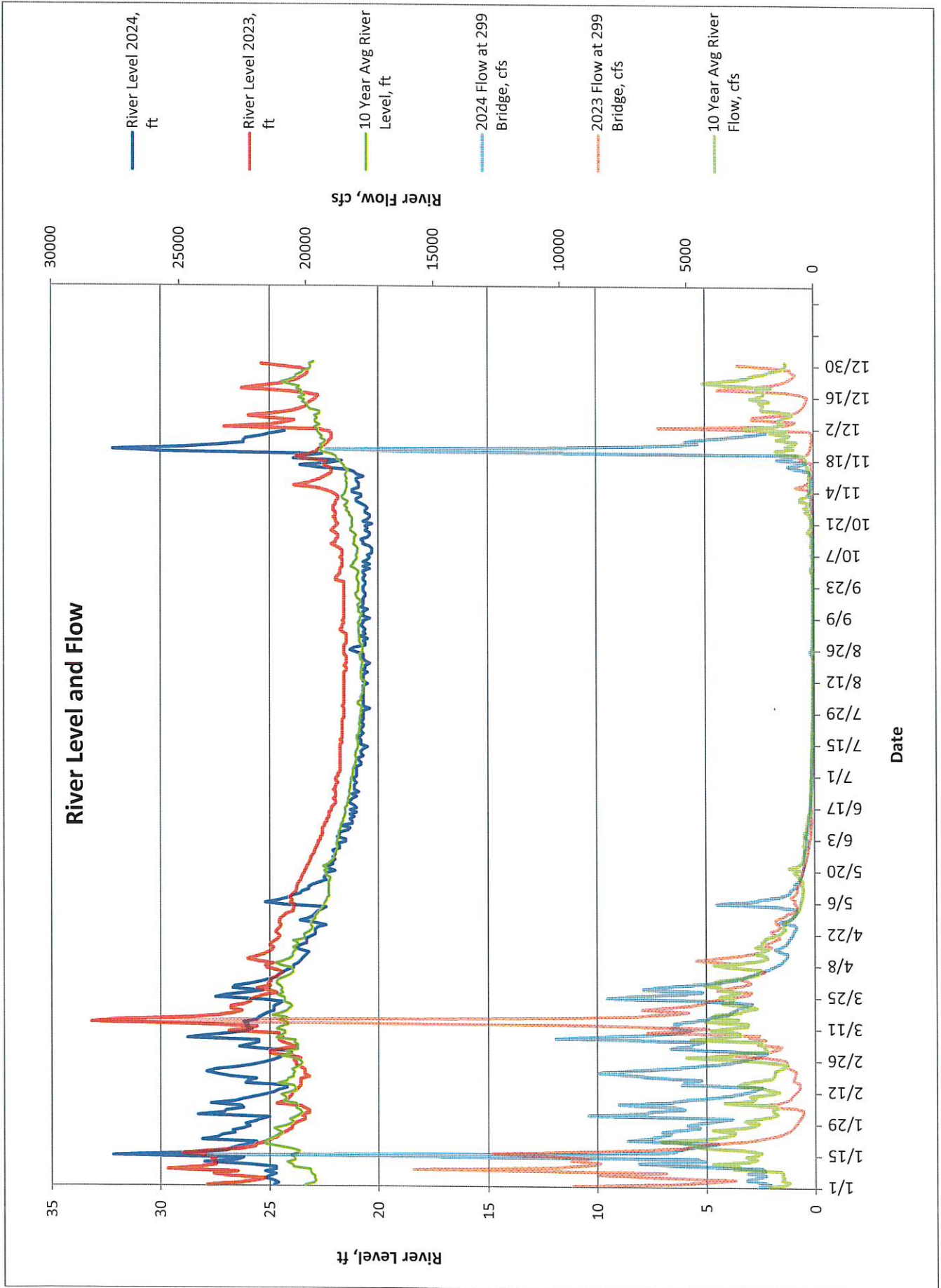
### Ruth Lake Elevation





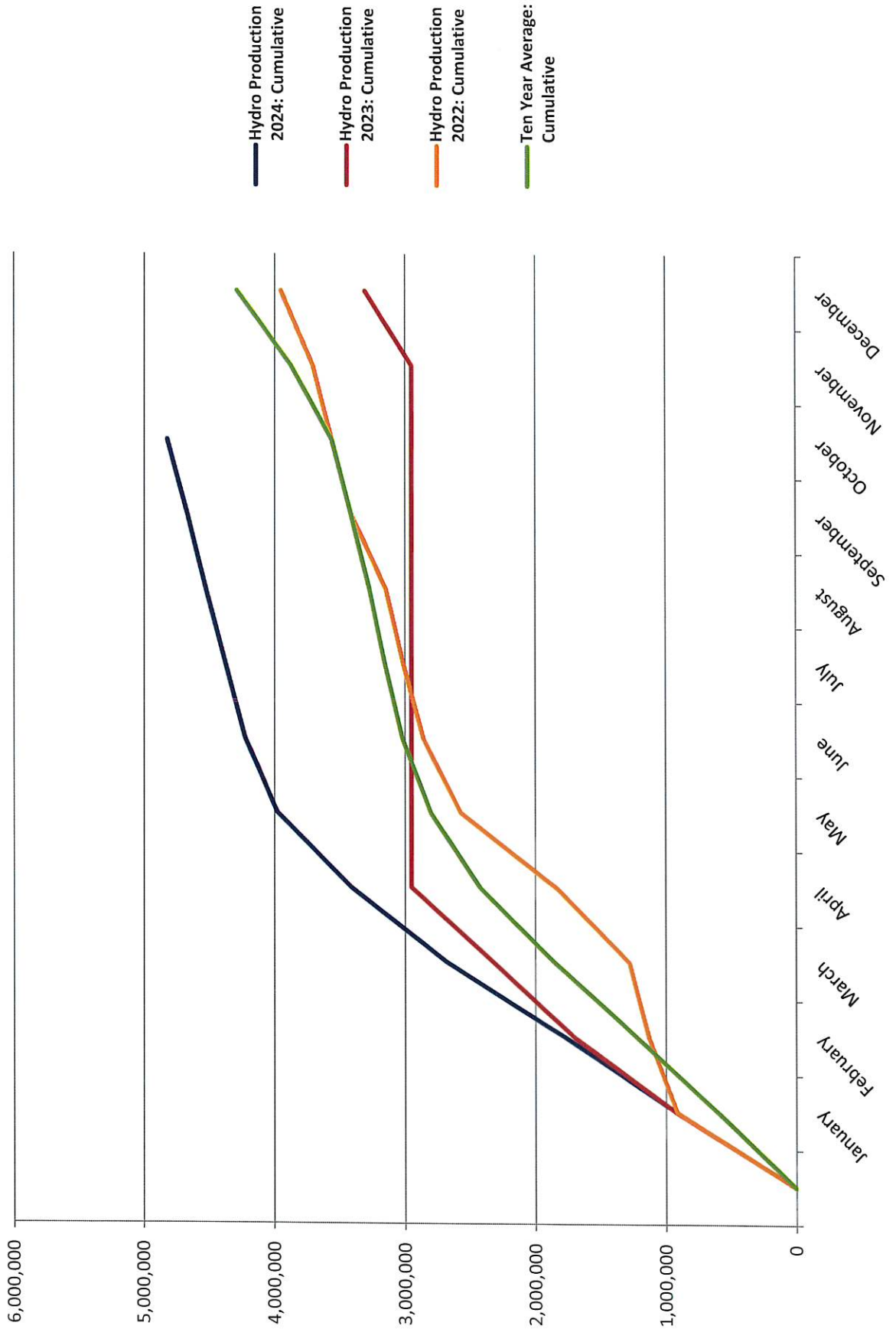
### Ruth Rainfall - Water Year 2023-2024





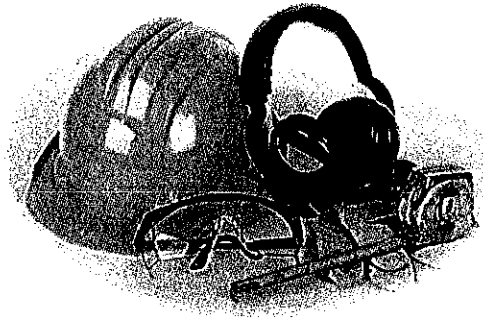


### Ruth Hydro Production: Cumulative kWh



**ACWA/JPIA**

Risk Control Grant Program Application Form



JPIA Risk Control Grant Program  
Application Form

<p><b>Date:</b> 11/20/2024</p> <p><b>Requestor's Name:</b> Chris Merz</p> <p><b>Contact Email:</b> <a href="mailto:ams@hbmwd.com">ams@hbmwd.com</a></p> <p><b>Telephone Number:</b> 707-822-2918</p> <p><b>Project Manager's Name:</b> Chris Merz</p> <p><b>Project Manager's Email:</b> <a href="mailto:ams@hbmwd.com">ams@hbmwd.com</a></p> <p><b>Project Manager's Number:</b> 707-822-2918</p>	<p><b>District Name:</b> Humboldt Bay Municipal Water District</p> <p><b>Grant Program Project Name:</b> Emergency Vehicle Upgrades and Response Planning</p> <p><b>Dollar Amount Requested (not to exceed \$10,000):</b> \$5,337.02</p> <p><b>If applicable, Member's financial contribution to this project:</b></p> <p><b>Is additional supporting documentation attached?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>Commitment to Excellence Category:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Office/Field Ergonomics</li> <li><input type="checkbox"/> Vehicle Operations</li> <li><input type="checkbox"/> Infrastructure</li> <li><input checked="" type="checkbox"/> Construction</li> <li><input type="checkbox"/> Employment Practices</li> <li><input type="checkbox"/> Wildfire Prevention</li> <li><input type="checkbox"/> Other: Emergency Preparedness</li> </ul>	<p><b>Member's estimated annual payroll:</b> \$2.9M</p> <p><b>Member's total number of employees:</b> 28</p> <p><input checked="" type="checkbox"/> Attach a copy of the agency's signed Commitment to Excellence Agreement (C2E).</p>



ASSOCIATION OF CALIFORNIA WATER AGENCIES  
**JOINT POWERS**  
INSURANCE AUTHORITY

# Commitment to Excellence

## ***HUMBOLDT BAY MUNICIPAL WATER DISTRICT***

and the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) in mutual support for ensuring the most consistent, cost effective, and broadest possible affordable insurance coverage and related services, and in partnership with all ACWA/JPIA members, and in the interest of reducing ***Humboldt Bay Municipal Water District's*** insurance costs, commit to a program of excellence that, through the implementation of "best practices" reduces the potential and frequency of:

- **Vehicle Losses**
- **Infrastructure Related Losses**
- **Construction Related Losses**
- **Employment Practices Claims**
- **Ergonomic (Musculoskeletal) and Fall Injuries**

Walt "Andy" Sells (CEO, ACWA/JPIA)  
Signature

Carol Risch (General Manager)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

**RCEA/RREDC**



## **BOARD OF DIRECTORS REGULAR MEETING AGENDA**

**Wharfinger Building, downstairs Bay Room  
1 Marina Way, Eureka, CA 95501**

**November 20, 2024  
Wednesday, 3:30 p.m.**

Any member of the public needing special accommodation to participate in this meeting or access the meeting materials should email [LTaketa@redwoodenergy.org](mailto:LTaketa@redwoodenergy.org) or call (707) 269-1700 at least 3 business days before the meeting. Assistive listening devices are available.

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, including those received less than 72 hours prior to the Committee's meeting, will be made available to the public at [www.RedwoodEnergy.org](http://www.RedwoodEnergy.org).

NOTE: Speakers wishing to distribute materials to the Board at the meeting, please provide 13 copies to the Board Clerk.

### **THIS IS A HYBRID IN-PERSON AND VIRTUAL MEETING.**

The RCEA Board of Directors holds in-person hybrid meetings. When attending, please socially distance as much as possible and be courteous to those who choose to wear a mask.

**To participate in the meeting online**, go to <https://us02web.zoom.us/j/81972368051>. **To participate by phone**, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051.

**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 prompt you to unmute your phone or computer. You will have 3 minutes to speak.

**You may submit written public comment** by email to [PublicComment@redwoodenergy.org](mailto: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.

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."

### **OPEN SESSION** Call to Order

#### **1. ROLL CALL - REMOTE DIRECTOR PARTICIPATION**

- 1.1. Approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

## 2. REPORTS FROM MEMBER ENTITIES

## 3. ORAL AND WRITTEN COMMUNICATIONS

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral 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.

## 4. 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.

4.1 Approve Minutes of October 24, 2024, Board Meeting.

4.2 Approve Disbursements Report.

4.3 Accept Financial Reports.

4.4 Accept Quarterly Budget Report for Fiscal Year 2024-2025 Q1.

4.5 Take the following Rural Regional Energy Network North Administrative Actions:

1. Award professional services agreement for RuralREN North regulatory and legal services to the Law Offices of Susie Berlin through December 2027 for a not to exceed value of \$280,000 and authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
2. Award professional services agreement for RuralREN North marketing services to The Engine is Red through December 2027 for a not to exceed value of \$115,500 and Authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
3. Approve Memorandum of Agreement between Redwood Coast Energy Authority, Lake Area Planning Council, Mendocino Council of Governments, and Sierra Business Council for Rural Regional Energy Network North; authorize the Executive Director to execute the Agreement substantially in the form attached hereto as Attachment D on behalf of RCEA; and, in consultation with legal counsel, authorize the Executive Director to approve any future amendments to the Agreement, provided that the amendments do not fundamentally change any material terms of the Agreement or measurably increase risk exposure for RCEA.

## 5. REMOVED FROM CONSENT CALENDAR ITEMS

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

## COMMUNITY CHOICE ENERGY (CCE) BUSINESS - None

6. OLD BUSINESS – None.

## 7. NEW BUSINESS

7.1. Presentation on RCEA's Renewable Energy Vehicle Network (REVNet - Information only)

## **8. STAFF REPORTS**

### **8.1. Interim Executive Director's Report**

## **9. FUTURE AGENDA ITEMS**

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

## **10. ADJOURNMENT**

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### **NEXT REGULAR MEETING**

Tuesday, December 17, 2024, 3:30 p.m.

Wharfinger Building downstairs Bay Room, 1 Marina Way, Eureka, CA 95501

Online and phone participation will also be possible via Zoom.





Redwood Region Economic Development Commission  
 325 2nd Street, Suite 203, 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**

North Coast Growers' Association Harvest Hub 5720 West End Road, Building 2, Arcata  
 or via Zoom

<https://us02web.zoom.us/j/82794305255?pwd=pgtFOUETPPpalaMtXbbiuEPJ0EBWxo.1>

Meeting ID: 827 9430 5255 Passcode: 772292

**November 25, 2024 at 6:30 pm PT**  
**AGENDA**

- I. **Call to Order**
- II. **Approval of Agenda**
  - A. Approval of Agenda for November 25, 2024
- III. **Public Input for non-agenda items**
- IV. **Consent Calendar**
  - A. Approval of Minutes of the Board of Directors Meeting: October 28, 2024
- V. **Program – North Coast Growers' Association**, Megan Kenney, Director of Cooperative Distribution – Humboldt County Food Security & Creating Resilient Food Systems  
<https://www.northcoastgrowersassociation.org/harvesthub.html>
- VI. **New Business**
  - A. Progress Report on RREDC Sponsored Dockside Market Project
- VII. **Old Business**
- VIII. **Reports – No Action Required**
  - A. Executive Director's Report
  - B. Loan Portfolio Report
- IX. **Member Reports**
- X. **Agenda/Program Requests for future Board of Directors Meetings**
- XI. **Adjourn**

*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 accommodation.*