

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



[Director Rupp will be attending remotely  
 at 1:30 pm for item 8.c & 8.d only  
 in the Motel lobby located at:  
 4130 Lake Tahoe Blvd, South  
 Lake Tahoe, CA 96150]

**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=MjZldGxRa08wZ0FWOHJrUjNhZnFLQT09>

**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. 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>8.3 Continuing Business</b>	<b>McNamara &amp; Peepe</b>	<b>9:15 AM</b>
<b>10.1 Engineering</b>	<b>Engineering</b>	<b>10:00 AM</b>
<b>10.4a Management</b>	<b>Section 457 Fiduciary Consultant</b>	<b>11:00 AM</b>
<b>8.d Continuing Business</b>	<b>City of Arcata RDA</b>	<b>1:30 PM</b>
<b>8.c Continuing Business</b>	<b>GM Recruitment</b>	<b>2:00 PM</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. ACCEPT AGENDA**

**4. PUBLIC COMMENT**

Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. At the discretion of the President, comments may be limited to three minutes per person. The public will be 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.

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**5. MINUTES**

- a. August 14, 2024, Regular Board Meeting Minutes\*-discuss and possibly approve

**6. 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-d)\*- discuss and possibly approve

**7. CORRESPONDENCE**

- a. Independent Special District Election Results\*-discuss
- b. General Election on November 5, 2024 Candidacy Results\*-discuss

**8. CONTINUING BUSINESS**

- a. Joint Board Meeting with RLCSD draft agenda\*-discuss
- b. EAP Tabletop Exercise update\*-discuss
- c. **CLOSED SESSION- GM recruitment- pursuant to Government Code - GOV § 54957 (Brown Act) Time Set (2:00 PM)**
- d. City of Arcata RDA Compensation agreement\*-discuss and possibly approve  
**Time set (1:30 PM)**

**8.2 Water Resource Planning– discuss**

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

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

**9. NEW BUSINESS**

- a. Project budget Add-Schatz Energy\*-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
  - i. Budget increase request\*-discuss
  - ii. Scope of Work revision\*-discuss
- c. Essex Onsite Sodium Hypochlorite Generation Project-status report
- d. Collector Mainline Redundancy\*-status report
- e. Matthews Dam Advance Assistance Seismic Stability Project- status report
- f. TRF Generator-discuss
- g. Status report re: Other engineering work in progress

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**10.2 Financial**

- a. August 2024 Financial Statement & Vendor Detail Report\*-discuss and possibly approve
- b. Fieldbrook-Glendale contract revenue and Expense Summary\*-discuss
- c. Eureka Office Server Replacement/upgrade\*-discuss and possibly approve

**10.3 Operations**

- a. August Operations Report\*-discuss

**10.4 Management**

- a. Section 457 Fiduciary Consultant\*-discuss and possibly approve (**Time set 10:00 AM**)

**11 DIRECTOR REPORTS & DISCUSSION**

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

- a. Director presentation-discuss

**11.2 ACWA**

Director Report, if any

- a. ACWA Fall Conference Attendance\*-discuss and possibly approve

**11.3 ACWA – JPIA**

Director Report, if any

**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 September 6, 2024.)



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Board of Directors Meeting

September 12, 2024



IW Dissipator Mural  
Photos by John Friedenbach



# MINUTES

Humboldt Bay Municipal Water  
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Minutes for Regular Meeting of the Board of Directors  
August 14, 2024

**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. Superintendent Dale Davidson, Business Manager Chris Harris, and Board Secretary Contessa Dickson were present. District Engineer Nate Stevens was present for a portion of the meeting. General Manager John Friedenbach attended via Zoom due to illness.

**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. July 11, 2024, Regular Board Meeting Minutes

**ACTION: Motion to accept July 11, 2024, Regular Board meeting minutes with edit**

**Maker:** Director Lindberg **Second:** Director Woo **Vote:** 4-0 to approve as amended. Director Wheeler abstained.

President Fuller noted one punctuation edit.

b. July 29, Special Board Meeting Minutes

**Action: Motion to accept July 29, 2024, Special Board meeting minutes with edits**

**Maker:** Director Woo **Second:** Director Lindberg **Vote:** 4-0 to approve minutes as amended. Director Wheeler abstained.

President Fuller noted one punctuation edit and suggested one sentence edit to section 9.c.

c. August 2, Special Board Meeting Minutes

**Action: Motion to accept August 2, 2024 Special Board meeting minutes**

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

**6. CONSENT AGENDA**

**ACTION: Motion to accept Consent Agenda**

**Maker:** Director Woo **Second:** Director Lindberg **Vote:** 5-0 to approve less item 6.b

Director Woo requested to pull item 6.b.

**ACTION: Motion to accept Consent Agenda item 6.b**

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

The Board briefly discussed item 6.b.

**7. CORRESPONDENCE**

No correspondence was received this month.

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**8. CONTINUING BUSINESS**

a. Public Hearing of Ordinance 12 – Conflict of Interest Code

**ACTION: Motion to approve Ordinance 12 - Conflict of Interest Code**

**Maker:** Director Lindberg **Second:** Director Woo **Vote:** 5 yes 0 no to approve by roll call vote  
Directors Lindberg, Rupp, Wheeler, Woo and Fuller voted yes.

Staff brought forth the amended Ordinance 12-Conflict of Interest Code. Public hearing was opened, no public comment was received. Public hearing was closed.

b. Public Hearing of Public Hearing of Ordinance 17 – Directors Compensation

**ACTION: Motion to approve Ordinance 17 – Directors Compensation**

**Maker:** Director Lindberg **Second:** Director Woo **Vote:** 5 yes-0 no to approve by roll call vote  
Directors Lindberg, Rupp, Wheeler, Woo and Fuller voted yea

Ms. Harris gave a brief history on this item for our new Director's benefit. Public hearing was opened, no public comment was received. Public hearing was closed.

c. Salary Survey

**ACTION: Motion to approve phase one, 6.8% increase effective October 1, 2024**

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

Ms. Harris gave a brief history of this project before outlining in great detail the specifications of the findings of RGS, the firm hired by the District to conduct this salary survey. Staff recommends approving a 6.8% across-the-board compensation increase for District employees to be funded with a combination of budget savings and District Reserves. Subsequently, adjustments in compensation would be made based on the nature of the job description, with these increments to be implemented over a period of three years. These adjustments would be presented to the Board for their approval during the annual budget presentation. The Board asked several questions throughout the presentation, an in-depth discussion followed.

**8.1 Water Resource Planning**

a. Local Sales

i. Nordic Aquafarms

**Non Action item**

No update was reported.

ii. Trinidad Rancheria Mainline Extension

**Non Action item**

No update was reported.

iii. Blue Lake Rancheria Mainline Extension

**Non Action item**

No update was reported.

iv. Offshore Wind Heavy Lift Multipurpose Marine Terminal Project

**Non Action item**

Mr. Friedenbach shared an overview of the offshore wind presentation he and Mr. Davidsen attended.

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b. Transport

**Non Action item**

No update was reported.

c. Instream Flow

**Non Action item**

No update was reported.

8.2 McNamara & Peepe

Director Woo recused herself due to a conflict of interest.

a. Status update

i. July Monthly Summary Report

**Non Action item**

Mr. Friedenbach reported DTSC has reviewed and approved the data gap workplan. The completed workplan can now be found on Envirostor.com.

ii. July Quarterly Report

**Non Action item**

Directors Fuller, Lindberg, and Mr. Friedenbach attended the July quarterly meeting with DTSC, Humboldt Waterkeeper, SWAPE and EPA. Director Fuller reported the next step will be to write a letter from the District expressing our concerns regarding the cleanup that is needed at the former McNamara and Peepe site.

iii. Data Gaps Site Investigation

**Non Action item**

After fieldwork completion, SHN will submit a report documenting activities implemented in accordance with the data gap workplan.

b. Site maps & historical sampling results (stormwater and well water)

**Non Action item**

These are included for informational purposes.

9. **NEW BUSINESS**

a. Humboldt County CAO office presentation RE Prioritizing Essential Services in an Era of Natural Disasters

**Non Action item**

Sean Quincy with Humboldt County Administrator's office and Thomas Mattson with the County's Public Works Department gave a presentation sharing the intent behind the proposed 1% sales tax initiative that will appear on the ballot in the November general election. Mr. Quincy asked the Board to remain informed about this matter.

b. CATS vs Kernen Construction

**Non Action item**

Mr. Friedenbach reported on this topic, stating in June and July he received numerous phone calls from concerned local residents expressing their concern regarding Kernen Construction and the

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supposed impact of water from their site flowing into adjacent streams. Mr. Friedenbach clarified that the District was not a regulatory body. He suggested they should reach out to different authorities like the California Department of Fish and Wildlife or the Water Resources Control Board. The topic was shared with the Board to keep them informed about the situation on Glendale Drive near the McNamara and Peepe site.

**10. REPORTS (from STAFF)**

**10.1 Engineering –**

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

**Non Action item**

Mr. Friedenbach presented a brief summary of initial conversations held between Kerry McNamee and Suzie Fortner the newly appointed Executive Director of Friends of the Dunes. They have also initiated preliminary discussions with the Bureau of Land Management regarding possible mitigation partnership opportunities.

b. Reservoirs Seismic Retrofit Project

**Non Action item**

i. Proposal to Construct New Samoa Tank In lieu of Retrofit

**ACTION: Motion to approve proposal to construct new Samoa Tank in lieu of Retrofit contingent on a no cost increase and permit approval**

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

Paso Robels Tank has offered the option of constructing an entirely new tank for Samoa, in lieu of retrofitting the existing one. They propose doing this for the same contract price and timeline established. Because this is a FEMA Hazard Mitigation Grant funded project, a change in scope of work under the grant must be filed and evaluated by FEMA. This could take months to occur.

c. Essex Onsite Sodium Hypochlorite Generation Project

**Non Action item**

90% design and specs have been created for this project and sent to Mr. Davidsen and Mr. Friedenbach. Comments from their reviews were submitted to GHD.

d. Collector Mainline Redundancy

**Non Action item**

No update received. This project change in scope of work is still in review with FEMA.

e. Matthews Dam Advance Assistance Seismic Stability Project

**Non Action item**

No update received.

f. TRF Generator

**Non Action item**

The District received a letter from FEMA noting the formal award of phase two funding for the project. Pace Engineering is moving forward with the design plans.

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g. Status report re: Other engineering work in progress

**Non Action item**

No update was reported.

**10.2 Financial**

a. July 2024 Financial Statement & Vendor Detail Report

**ACTION: Motion to accept Financial Statement & Vendor Detail Report in the amount of \$917,143.60**

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

Ms. Harris presented the July financial statement & vendor detail report. The General Account balance is \$14 million. The various investments balance is \$5.3 million. The advanced charges are \$5.3 million with a general reserve of \$4.5 million.

b. Fieldbrook-Glendale contract revenue and Expense Summary

i. June report

**Non Action item**

This section has been broken out for transparency. The June report was not included in the July Board meeting, so it is being included this month.

ii. July report

**Non Action item**

This section has been broken out for transparency.

c. Update bank signature cards for new Director

**ACTION: Motion to approve and update U.S. bank and Humboldt County signature cards**

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

Due to Director Latt stepping down, the signature cards need to be updated to include Director Wheeler's signature and delete Director Latt.

**10.3 Operations**

a. July Operations Report

**Non Action item**

Mr. Davidsen presented the July operations report, with no significant changes or updates.

**10.4 Management**

a. ACWA Headwaters Work Group

**Non Action item**

Mr. Friedenbach reported on his attendance of the ACWA headwaters work group, noting the Headwaters brochure needs updating.

b. Tripepi Smith – GM Recruitment

**Non Action item**

Kylie Sun and Christine Martin with Tripepi Smith attended Via Zoom. They gave a brief update on the General Manager recruitment process so far, including next steps. After a brief discussion the Board directed staff that should there be insufficient applications received by the cut-off date August 23<sup>rd</sup>, to extend the application deadline by a week. A

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Special Board meeting was scheduled for September 4<sup>th</sup> to discuss candidate interviews.

**11 DIRECTOR REPORTS & DISCUSSION**

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

**a. Fill vacant Director committees**

**i. Trinity County Master Lease Committee**

**ACTION: Motion to appoint Director Woo to join the Trinity County Master Lease Committee**

**Maker: Director Lindberg Second: Director Wheeler Vote: 5-0**

The Board voted to fill the Trinity County Master Lease Committee vacancy left by Director Latt’s departure.

**ii. Mad River policy Committee**

**ACTION: Motion to appoint Director Lindberg to join the Mad River policy Committee**

**Maker: Director Woo Second: Director Wheeler Vote: 5-0**

The Board voted to fill the Mad River policy Committee vacancy left by Director Latt’s departure.

**11.2 ACWA**

Director Rupp reported on his attendance of the budget subcommittee meeting on July 24<sup>th</sup>.

**a. ACWA’s 12<sup>th</sup> annual Membership Appreciation Month**

**Non Action item**

Mr. Friedenbach shared that August is ACWA member appreciation month. The District received a letter from the president and vice president of ACWA expressing their appreciation of the District’s participation.

**11.3 ACWA – JPIA**

**a. JPIA property**

**Non Action item**

Director Rupp included this item for informational purposes.

**b. JPIA Employee Benefits**

**Non Action item**

Director Rupp included this item for informational purposes.

**c. JPIA Wellness Grant 2024**

**Non Action item**

The District applied for and was granted the 2024 wellness grant in the amount of \$1120.00.

**11.4 Organizations on which HBMWD Serves**

**a. RCEA:**

**Non Action item**

The July RCEA meeting was cancelled.



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b. RREDC:

**Non Action item**

Director Lindberg reported on the July 22<sup>nd</sup> meeting he attended with no significant updates.

**ADJOURNMENT**

The meeting adjourned at 2:36 pm.

Attest:

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Michelle Fuller, President

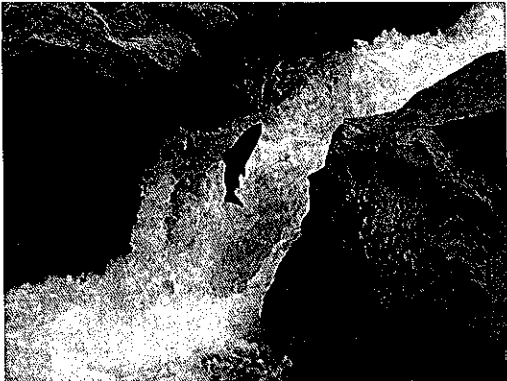
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Bruce Rupp, Secretary/Treasurer

**CONSENT**

LoCO Staff / Today @ 12:07 p.m. / News

As of Today, the Klamath River is Flowing Free for the First Time in More Than a Century



A banner day. More than 20 years after the Klamath Fish Kill — or the most well known of the Klamath fish kills — and after seemingly endless rounds of negotiations and politicking and lawsuits, the Klamath River today flows free.

It has been the largest dam removal project in American history.

Press release from a coalition of tribal entities and non-profit organizations (see list below):

Today, the last coffer dams were broken at the former Iron Gate and Copco No. 1 Dam sites, returning the Klamath river to its natural path and marking an end to a significant construction phase in the largest salmon restoration project in U.S. history. The project is a major step toward healing a critical watershed for West Coast salmon production and is widely recognized as a Tribal justice initiative that will help revitalize the culture and economies of several Tribal Nations whose homelands are in the Klamath Basin.

"I am excited to be in the restoration phase of the Klamath River. Restoring hundreds of miles of spawning grounds and improving water quality will help support the return of our salmon, a healthy, sustainable food source for several Tribal Nations. This is truly a great day for the Karuk and all the Native People of the Klamath Basin," said Russell 'Buster' Attebery, Chairman of the Karuk Tribe.

"Another wall fell today. The dams that have divided the basin are now gone and the river is free. Our sacred duty to our children, our ancestors, and for ourselves, is to take care of the river, and today's events represent a fulfillment of that obligation," said Yurok Tribe Vice Chairman Frankie Myers.

Four dams have been under deconstruction on the Klamath river, which traverses the California-Oregon border, over the past year. Benefits of dam removal include reintroducing salmon to more than 400 miles of historical habitat, eliminating reservoirs that hosted massive blooms of toxic blue green algae each summer, and eliminating conditions that enabled fish diseases to thrive. All of these benefits are expected to support the rebound of what was once the third largest salmon fishery in the lower 48 states.

"While there is still work to be done, today we are celebrating," said Mark Bransom, CEO of the Klamath River Renewal Corporation, the non-profit entity tasked with the removal of the dams. "Watching the Klamath River return to its historic path in the reservoirs and now through the dam sites has been incredible, and I feel honored to take this project over the finish line for our Tribal partners, and river communities."

Although the construction phase of dam removal is expected to be completed by the end of September (some remaining riverside infrastructure is still being deconstructed), restoration of the land along the river and in key tributaries that were previously covered by the reservoirs will continue for several years. Resource Environmental Solutions (RES), the company contracted to oversee the restoration, is committed to remaining active in the basin until vegetation is successfully established and the newly restored habitat is on a positive ecological trajectory.

**Signed by:** Klamath River Renewal Corporation • Karuk Tribe • Yurok Tribe • American Rivers • American Whitewater • California Trout • Environmental Protection Information Center • Institute for Fisheries Resources • International Rivers • Native Fish Society • Northern California Council, Fly Fishers International • Pacific Coast Federation of Fishermen's Associations • Ridges to Riffles Indigenous Conservation Group • Salmon River Restoration Council • Save California Salmon • Sustainable Northwest Trout Unlimited

**Background**

Discussions about the potential for Klamath River dam removal began in earnest more than 20 years ago, shortly after an estimated 70,000 adult salmon died in the lower river before they could spawn. The 2002 fish kill was a traumatic event for Klamath River Tribal communities. In response, Tribal members started a grassroots campaign with the goal of removing the lower four Klamath River dams as a requisite step toward restoring the watershed to health. The [Bring the Salmon Home campaign](#) called on the company that previously owned the dams, PacifiCorp, to surrender the lower four Klamath River dams for the purpose of removal.

After years of protests, lawsuits, and direct action, PacifiCorp, the States of California and Oregon, Tribal governments, conservation groups, commercial and recreational fishing organizations, and local governments reached a settlement agreement in 2016 to remove the dams. It took additional negotiations to secure final approval from the Federal Energy Regulatory Commission (FERC) for the dam removal and restoration to proceed. FERC approved the license surrender order in November 2022, allowing the transfer of the hydropower project to the Klamath River Renewal Corporation so they could proceed with the removal.

The smallest of the four dams, Copco No. 2, was removed in 2023. The reservoirs behind the three remaining dams were drained in January of this year, carefully timed to minimize impacts on fish runs. The river has been returned to its historic path at each dam site. As of today, the Klamath River flows freely and will allow fish passage from the mouth of the river in California up to where it originates below Lake Euwana, just below Upper Klamath Lake in Oregon. Dam removal also opens access to hundreds of miles of high-quality tributaries for migrating salmon, steelhead, and other aquatic species.

More information about this historic dam removal and larger watershed-wide restoration effort is available at [reconnectklamath.org](https://reconnectklamath.org) and [klamathrenewal.org](https://klamathrenewal.org)

**Quotes from Supporting Organizations**

“The Klamath River was once the third largest salmon producing river in the continental U.S., and restoring its once-abundant salmon runs has been a priority for the coastal salmon fishing families that PCFFA represents for at least four decades. With the freeing of the river for salmon to once again fully occupy it, the valuable salmon runs from the Klamath are expected to more than double in numbers – which means more salmon fishing jobs and stronger coastal salmon fishing-dependent communities as an enduring legacy of these efforts. I am proud to have been a major part of making this happen.”

*-Glen Spain, NW Regional Director, Pacific Coast Federation of Fishermen's Associations (PCFFA)*

“Because of Klamath River dam removal, salmon can return to the Upper Klamath Basin in Oregon for the first time in over 100 years. This will help restore salmon runs for Tribes up and down the river, including the Klamath Tribes in Oregon. Sustainable Northwest is proud to have played a role in this Tribally-led project to restore salmon runs and healthy river flows, and support Tribal justice.”

*-Lee Rahr, Vice President of Programs, Sustainable Northwest*

“Big things happen when committed people decide that failure is not an option. So today, on behalf of Klamath River salmon and steelhead and the communities that cannot live without them, we celebrate all the talented, relentless people who wouldn't take no for an answer – the people who lit the fire, the people who worked behind the scenes, the public servants who did the right thing – all of the people who got it done when everyone said it wasn't possible.”

*-Brian J. Johnson, Senior Policy Advisor, Western Water and Climate, Trout Unlimited*

“I'm proud that CalTrout has been at the table pushing for this crucial and pivotal river restoration project to transpire, and it is so satisfying to share the experience with partners from fellow conservation organizations, government agencies, and most especially our Indigenous and tribal partners,” said Curtis Knight, Executive Director of California Trout. “Dam removal on the Klamath River is special not just because of its magnitude and impact, but because of all the people that came together to make this happen. We started this journey 24 years ago sitting at a negotiation table. Together this amazing community of committed people are pulling off the largest dam removal and restoration project in U.S. history.”

*-Curtis Knight, Executive Director, California Trout*

“When we remove a dam, we don't just restore a river, we heal communities. This tremendous milestone is thanks to the ongoing leadership of the river's Tribes and grassroots advocates, and holds important lessons for other rivers nationwide. American Rivers named the Klamath as the River of the Year for 2024 because it proves that we can overcome seemingly insurmountable challenges and make incredible progress by working together. American Rivers is honored to continue our work advancing restoration and partnering with communities across the watershed.”

*-Dr. Ann Willis, California Regional Director, American Rivers*

"I am proud to say that the fly fishing community has been a part of this process for nearly 23 years, and that we joined many partners at the negotiating table who were focused on restoring the Klamath to its historical greatness. The river is now running free & in its historical channel. The fishery & river will now have a chance to begin the process of recovery. We are happy for the river, the fish, our negotiating partners, and the Tribal communities - The river people - whose lives are forever changed for the better. Never give up was our motto. It has worked."

*-Dr. Mark Rockwell, VP Conservation, Northern California Council, Fly Fishers International*

"The Indigenous Peoples and Tribal Nations of the Klamath River have fought long and hard for the Klamath River to flow freely and begin recovering from colonization. Today's final breach of the last dam on the river marks the beginning of a new era on the Klamath River during which Indigenous cultures can thrive alongside the many species and communities that are dependent upon the resilience of the Klamath River. We would not have reached this movement without the remarkable commitments of the Klamath Basin Indigenous Peoples and Tribal Nations and their many partners. We celebrate as a united Klamath Basin."

*-Amy Bowers Cordalis, Executive Director, Ridges to Riffles Indigenous Conservation Group*

"Local families, especially native families on the Klamath River, fought for generations for this day. Many of us, and our kids, grew up in the movements for fishing rights and dam removal and many local people's childhood memories include the toxic algae and fish kills. Now our children, grandchildren, and schools are planting seeds and engaging in dam removal and restoration. Youth are learning about the local successful movement for the environment and civil rights and how powerful they can be, and have hope for the future. We are so grateful we are able to celebrate this moment with our families, and that in the near future our youth will be able to enjoy salmon and a clean river instead of having to fight so hard."

*-Regina Chichizola, Save California Salmon*

"Today marks a significant milestone in our commitment to restoring the health of the Klamath River ecosystem. The removal of the Klamath dams not only restores the natural flow of the river but also paves the way for the resurgence of the nearly extinct Klamath spring Chinook. Historically the largest run in the basin, the Klamath dams had blocked 90% of their habitat. Thanks to decades of advocacy protecting the Klamath's last wild spring Chinook genetics, these heirs to the upper basin can finally return home."

*-Amber Jamieson, water advocacy director for Environmental Protection Information Center*

"International Rivers stands in solidarity with the Klamath River Tribal communities who have championed the restoration of their ancestral waters and ways of life. This historic dam removal, improving access to over 400 miles of habitat, represents a shared victory for all who recognize nature as a living ecosystem to be cherished and protected. As the world watches the Klamath flow freely for the first time in over a century, we are witnessing a powerful example of what's possible when we prioritize ecological integrity and respect Indigenous stewardship. This victory ripples far beyond the Klamath, offering hope and inspiration for river defenders worldwide."

*-Isabella Winkler and Josh Klemm, Co-Directors, International Rivers*

"The removal of the Klamath River dams marks a historic moment not only for the river and the wild, native fish that rely on it, but also for the countless individuals, Tribes, community members, and organizations who have worked tirelessly for this celebrated outcome. This achievement is a testament to the power of collaboration and perseverance, as together we have made a lasting impact on the future of wild fish that will benefit generations to come. Native Fish Society is honored to join in celebrating of this incredible journey, and to continue our mission of working towards wild abundance throughout the Pacific Northwest."

*- Mark Sherwood, Executive Direct, Native Fish Society*

Welcome to CalMatters, the only nonprofit newsroom devoted solely to covering statewide issues that affect all Californians. Sign up for [WeeklyMatters](#) for a Saturday morning digest of the latest news and commentary from the Golden State.

This story is part of **California Voices**, a commentary forum aiming to broaden our understanding of the state and spotlight Californians directly impacted by policy or its absence.

**Guest Commentary written by Travis Hinkle August 29, 2024**

Travis Hinkle is a distribution system supervisor for San Jose Water. He's worked in the water industry for 13 years.

## **California's water workforce is aging. Promoting the next generation of workers is essential**

A career building and maintaining California's water and wastewater treatment systems may be unglamorous, failing to spring to mind — at least it did for me — when young people contemplate their future careers.

However, the state faces a looming shortage of workers in these critical roles. It is imperative to support local, state and federal policies that help fill them.

Some 17 million workers will be retiring from infrastructure jobs during the next 10 years, taking their skills and institutional knowledge with them, as the workforce ages. According to a [US Water Alliance report](#), approximately one-third of water utility operators are eligible to retire during the next decade. In 2018, [Brookings projected](#) that water utilities must fill 9,200 water treatment positions annually.

While President Biden and Congress agreed to spend \$1 trillion on thousands of infrastructure projects, including \$50 billion alone on water resilience projects in the West, California needs to ensure that there are enough workers equipped with the know-how and sweat equity to build and operate these projects.

These are jobs that get your hands dirty. It's work that makes a difference. It typically requires less formal education than many other jobs, but can offer a lifelong career, good pay and solid opportunities for advancement. Infrastructure work pays 30% more to lower-income workers and those just starting their careers, relative to all jobs nationally.

I got my own start after high school by joining my brother's remodeling business — kitchens, bathrooms and the like — in San Jose, where I grew up. But a friend in Sacramento stumbled into wastewater collections for Sacramento County and encouraged me to visit his plant. There I discovered the range of jobs available: electricians, control technicians and treatment and distribution operators.

Even though I pursued online specialty courses, it took a few years for my first job in the water industry to come together.

My work requires lots of on-the-job training, but all of it is teachable and learnable. Once hired, workers can bid through labor unions for other available positions they're qualified for. Even if they decide to go elsewhere, they'll leave the department knowing how a water distribution system works.

I have noticed that more attention is being paid these days to proactively recruit water industry workers, helping them understand the training and skills needed to grow in the industry. Last fall, I even told my story to a joint session of the California Public Utilities Commission and the California Workforce Development Board, as the state seeks to widen doors to infrastructure jobs, especially for disadvantaged workers.

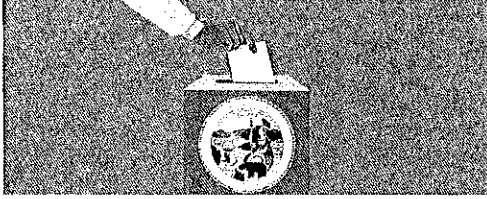
When I entered this field, serendipity was my guide. Today, there are resources such as the EPA report "Making Water a Career of Choice," with case studies of utility-worker pathways to encourage more people to consider working in water systems. In the years ahead, tens of thousands more workers will be needed to meet California's water delivery and other infrastructure needs, and more effort required to attract new talent into this crucial industry.

While work in the water industry may seem obscure, it is rewarding, meaningful and essential for the wellbeing of communities throughout our state. Promoting community college, state university, private sector and state and federal programs designed to inspire and train the next generation of water infrastructure leaders is vital for California's future.

Encouraging more young people to enter this career field will not only help California meet its mushrooming needs, but will provide important, well-paying work for those who don't mind rolling up their sleeves to keep California's water pipelines flowing.

*Financial support for this story was provided by the Smidt Foundation and The James Irvine Foundation.*





[Laist.com](https://www.laist.com)

### California Proposition 4: Funding climate action

Proposition 4 is a \$10 billion bond to pay for climate and environmental projects.

By [Erin Stone](#)

Published Aug 30, 2024 5:00 AM

Proposition 4 is a \$10 billion bond to help the state pay for efforts to address the impacts of climate change, including boosting water recycling, flood control and wildfire and sea level rise protections.

Official title on the ballot: Proposition 4 — The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act

What the measure asks: Should the state be allowed to sell a \$10 billion bond for natural resources and climate activities. Much of the bond money would be used for loans and grants to local governments, Native American tribes, not-for-profit organizations, and businesses. Some bond money also would be available for state agencies to spend on state-run activities.

Make It Make Sense: Election 2024 Edition

Our election newsletter helps you make sense of the choices on your ballot and what the results mean for your life in SoCal. Starts again this fall.

Sign Me Up

#### WHAT YOUR VOTE MEANS

- A "yes" vote means the state *can* borrow \$10 billion to fund various projects for conservation and responses to the causes and impacts of climate change.
- A "no" vote means the state *cannot* borrow \$10 billion to fund various projects for conservation and responses to the causes and impacts of climate change.

#### Understanding Prop. 4

The bond proposal comes amid worsening heat, flooding and fire that's pushing aging infrastructure beyond its limits.

#### The history behind it

Democratic lawmakers and environmental advocates pushed for the bond after [cuts to state climate programs](#) due to an unprecedented [deficit](#) in recent years. (The nonpartisan Legislative Analyst's Office says the state faces [as much as a \\$73 billion deficit](#).)

Two years ago, Gov. Gavin Newsom and the state legislature approved a \$54.3 billion spending package for what Newsom called his "[California Climate Commitment](#)." Since then, the package has faced a \$9.4 billion, or 17%, reduction, due to the state's budget deficit.

Programs to combat rising sea levels and extreme heat and help low-income Californians buy electric cars were among the cuts.

#### How it would work

Prop. 4 would have the state borrow \$10 billion to pay for climate and environmental projects. Much of the climate bond money would go to infrastructure. It's common for governments to take out long-term debt to pay for expensive infrastructure projects that will last for decades. Some of the funding would also cover administrative costs and salaries for workers involved in the funded projects.

[According to the Legislative Analyst's Office](#), \$3.8 billion would go toward safe drinking water and infrastructure to capture stormwater and recycle water; \$1.95 billion to wildfire prevention and addressing the impacts of

extreme heat; \$1.9 billion to conserving natural lands, parks, and wildlife; \$1.2 billion to help coastal communities adapt to sea level rise; \$850 million for clean energy infrastructure, primarily offshore wind and upgrading electric transmission lines; and \$300 million to incentivize more sustainable farming as well as support community gardens and farmers markets.

And 40% of the funds would be required to benefit lower-income communities most impacted by climate change and pollution. The measure also requires yearly audits.

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Ensure every voter in LA County has the information they need. With a \$10 donation, you can keep our voter guide accessible and up to date, helping you and your neighbors make informed choices in local elections.

**What people who support it say**

Dozens of conservation and environmental justice groups, as well as labor unions, renewable energy companies, and firefighter groups support the bond.

"Giving firefighters the tools to prevent wildfires is the best, most cost effective way to prevent the human and financial costs of these disasters. Prop. 4 makes the right investments to save lives and billions in response and recovery costs," said Tim Edwards, president of Cal Fire firefighters' union, in a prepared statement.

Other supporters, including the Nature Conservancy, National Wildlife Federation, and the Community Water Center, say the funding is needed to shift from a reactive to a more proactive approach to the worsening impacts of climate change.

**What people who oppose it say**

Opponents include Senate Minority Leader Brian W. Jones, Assemblymember Jim Patterson and the Howard Jarvis Taxpayers Association.

They say the bond will only add to California's worsening deficit and that the harm to taxpayers due to paying the bond back with interest outweigh the benefits. They argue the projects the bond proposes to cover are too ambiguous.

They also say many of the programs the bond would cover, such as clean water projects and necessary infrastructure investments, should be covered within the state budget, not with a bond that taxpayers will have to pay back with interest.

**Potential financial impact**

California taxpayers would pay the \$10 billion bond back with interest. The Legislative Analyst's Office estimates the cost to repay the bond would be about \$400 million annually over the next 40 years, or about \$16 billion in total.

The bond would likely reduce costs to local governments since more state money will be available.

The bond could also reduce costs of future disasters if infrastructure makes communities more resilient to those disasters, but those potential cost savings are uncertain.

Senate.ca.gov

Portantino Bill Requiring Robust Study of Microplastics in Drinking Water Passes Senate, Heads to Governor  
Thursday, August 29 2024

**For Immediate Release: August 29, 2024**

**Portantino Bill Requiring Robust Study of Microplastics in Drinking Water Passes Senate, Heads to Governor Sacramento, CA** – Senate Bill 1147, authored by Senator Anthony J. Portantino (D – Burbank), passed the Senate floor today and is now headed to the Governor for signature. The bill requires the study of the health impacts of microplastics in drinking water.

**“With increased reports and interest on the health risks of microplastics, it is past time we formally study its impacts,” stated Senator Portantino. “SB 1147 calls for the identification of a level of microplastics in drinking water that do or don’t pose risks to our health and then initiates a strategy to make drinking water safer for consumption. The bill applies to both tap and bottled water, which will ensure that all drinking water is treated consistently to maximize public health.”**

In 2018, there was an average of 325 pieces of microplastics identified in a liter of bottled water. Currently, California’s water bottling facilities do not test for microplastics, nor do they have a method to test for microplastics.

SB 1147 would require the Office of Environmental Health Hazard Assessment (OEHHA) to share biennial studies that explore the health impacts of microplastics in drinking and bottled water to evaluate toxicity characteristics and identify levels of microplastics that are not anticipated to cause or contribute to adverse health effects, or to identify any data gaps that would need to be addressed to establish those levels. After considering the findings of the report, the State Water Resources Control Board (SWRCB) may request OEHHA prepare and publish a public health goal for microplastics in drinking water.

**“It is safe to say microplastics are ubiquitous, but it cannot be conclusively stated that their presence is safe,” stated Andy Hattala, Policy Co-Lead for the Climate Reality Project’s California Coalition. “They have been detected in bodies of water, humans, and animals throughout the world. The rate continues to increase as the production, usage, and consumption of plastic packaging, containers, and other products have increased since first detected. Given this increase, studying, reporting, and regulating the presence of microplastics, particularly in water, is imperative. This bill would further the necessary research to establish current levels of plastic contamination, if any amount of microplastics is safe, and inform our efforts to safely use plastic which shed microplastics.”**

Senator Portantino has a history of authoring environmentally friendly water bills. In 2018, he authored SB 1422 - the California Safe Drinking Water Act. The bill required the State Water Resources Control Board (SWRCB) to adopt requirements for testing and reporting for four years and to adopt a definition of microplastics in drinking water. The same year, the Governor also signed Senator Portantino’s SB 1263, requiring the California Ocean Protection Council (OPC) to adopt a statewide research strategy and identify early actions to reduce microplastic pollution in California’s marine environment.

SB 230 was also authored by Senator Portantino in 2022 to improve consumer protection by requiring the State Water Board to gather information to understand the public health risk of contaminants in drinking water. It required the State Water Board to build upon its existing work on Constituents of Emerging Concern (CECs) and improve its knowledge of CECs in drinking water by assessing the state of information. The bill authorized the State Water Board to establish a program to ensure a unified, consistent, and science-based approach for assessing the public health and drinking water consequences of CECs, while identifying which CECs warrant further action.

SB 1147 is supported by California Environmental Voters, Californians Against Waste, A Voice For Choice Advocacy, California Nurses for Environmental Health & Justice, Union of Concerned Scientists, CleanEarth4Kids.org, and the California State Coalition of the Climate Reality Project.

# **CORRESPONDENCE**



# HUMBOLDT

Local Agency Formation Commission

670 9<sup>th</sup> Street, Suite 202, Arcata, CA 95521  
 (707) 445-7508 / (707) 825-9181 fax  
[www.humboldtlaaco.org](http://www.humboldtlaaco.org)

**Date:** August 16, 2024  
**To:** Board of Directors of Independent Special Districts  
**From:** Colette Santsche, Executive Officer  
**Subject:** **RESULTS - Independent Special District Election**

Thank you to everyone who participated in the special district election and submitted a ballot. Heidi Benzonelli secured the majority of votes and will be seated as the new Regular Special District Member on LAFCo, serving a four-year term ending June 30, 2028. David Couch will be seated as the new Alternate Special District Member, serving the remaining unexpired term ending June 30, 2026, previously held by Heidi Benzonelli. Congratulations to both candidates!

The updated listing of special district members appointed to LAFCo is provided below:

Designation	Current Member	Term of Office (ends on June 30)
Regular Member	Heidi Benzonelli, Humboldt Community Services District	2024 - 2028
Regular Member	Troy Nicolini, Peninsula Community Services District	2022 - 2026
Alternate Member	David Couch, McKinleyville Community Services District	2022 - 2026

Election Summary: Previously, a request for nominations was sent to independent special districts on January 26, 2024. The nomination period ended on March 29, 2024, with two nominations received by the deadline. Subsequently, an official ballot was mailed on April 5, 2024, which provided each independent special district the opportunity to vote for one candidate. The deadline to return completed ballots was originally set for June 7, 2024. However, a quorum of ballots was not received by the deadline and the balloting period was extended with a final deadline of August 9, 2024. Tabulation of ballots was conducted on August 12, 2024, with a total of 25 out of 48 independent special districts submitting ballots. The ballot count results are provided below.

Election Results  
 Regular Special District Member  
 (For term ending June 30, 2028)

Candidate	District	Votes
Heidi Benzonelli	Humboldt Community Services District	21
David Couch	McKinleyville Community Services District	4
<b>Total</b>		<b>25</b>

Please contact LAFCo at (707) 445-7508 or [info@humboldtlaaco.org](mailto:info@humboldtlaaco.org) if you have any questions.



COUNTY OF HUMBOLDT  
Office of Elections & Voter Registration

2426 6<sup>th</sup> Street  
Eureka, CA 95501-0788  
707-445-7481  
Fax 707-445-7204

TO: Humboldt Bay Municipal Water District  
PO Box 95  
Eureka, CA 95502

FROM: Christina Strevey, Administrative Analyst

DATE: August 19, 2024

SUBJECT: General Election on November 5, 2024  
**Candidacy Results**

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**ELECTION**

The Humboldt Bay Municipal Water District governing board available seats will go to election on November 5, 2024. Qualified candidates for this race include the following:

- 4 yr Division 1 THOMAS WHEELER
- 4 yr Division 1 JACOB PICKERING

For additional candidate contact information, please visit the Office of Elections website:  
[www.humboldt.gov/elections](http://www.humboldt.gov/elections).

**IN LIEU OF ELECTION**

Pursuant to Election Code, Section 10515, when the number of qualified candidates filing for a seat equals the number of available seats, those qualified candidates shall be appointed in lieu of election by the Humboldt County Board of Supervisors. The Office of Elections received declarations of candidacy from the following qualified candidates:

Office/Trustee Area	Name	Term
Director Division 2	SHERI WOO	4 yr
Director Division 3	DAVID LINDBERG	4 yr

Certificates of election **and/or** notices of appointment will be mailed to the district after the Statewide General Election on November 5, 2024.

Please feel free to contact our office anytime if you have questions.

# **CONTINUING BUSINESS**



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



Agenda for Special Joint Meeting of  
HBMWD Board of Directors with the  
Ruth Lake Community Services District Board of Directors

9001 Mad River Road, Mad River  
September 27, 2024  
1:00 pm

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**JOINT BOARD MEETING– 1:00 p.m.**

Meeting of the HBMWD and RLCSD Board of Directors to discuss issues or events regarding Ruth Lake and the buffer strip of mutual interest

**1. Introductions/Roll Call**

**2. Public Comment**

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

**3. Updates from Guests:**

- a. Trinity County - 5<sup>th</sup> District Supervisor and Staff
- b. Trinity River CHP
- c. US Forest Service
- d. Trinity County Volunteer Fire Department and /or STAR
- e. Trinity County Sheriff/OES
- f. Ruth Lake Leaseholders Association
- g. Any other guests

**4. HBMWD Topics**

- 4.1 Law Enforcement on Ruth Lake - discuss
- 4.3 Healthy Forest grant – discuss
- 4.4 Cal Fire Fuel Reduction, defensible space – discuss
- 4.5 Quagga Prevention Plan – discuss
  - a. Old Ruth Gate – plan to restore operation – discuss
  - b. Ruth Rec Gate Relocation - discuss
  - c. Illegal Lake access points, prevention efforts – discuss

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



Agenda for Special Joint Meeting of  
HBMWD Board of Directors with the  
Ruth Lake Community Services District Board of Directors

9001 Mad River Road, Mad River  
September 27, 2024  
1:00 pm

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**5. Ruth Lake CSD Topics**

- 5.1 Lease Lots: area of concern- discuss
- 5.2 Other topics – discuss

**6. Adjournment**

(Posted and mailed on September 23, 2024)

DRAFT



# R.W. MATTHEWS DAM EMERGENCY ACTION PLAN

## TABLETOP AND FUNCTIONAL EXERCISES

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Monday, September 23, 2024

-AGENDA-

### MORNING – TABLETOP EXERCISE

- 9:00** Participants Arrive and Sign-in
- 9:30** **Welcome/Housekeeping** - Chris Harris, Business Manager, HBMWD
- 9:35** **Overview: Agenda, Exercise, Agencies** - Bill Foos, Facilitator, Gannett Fleming
- 9:40** **Introductions by Lead Representatives from each Agency**
- 9:50** **Purpose and Use of EAP** – John Friedenbach, General Manager, HBMWD
- 10:05** **Response Plans**
- Trinity County Emergency Operations Plan – Philip Simi, T.C.OES
  - Humboldt County’s Dam Break Contingency Plan – Ryan Derby, H.C.OES
  - NOAA’s Role and EAS system - Kathleen Zontos, NOAA
- 10:45** **R.W. Matthews Dam Failure Specifics**
- Potential Failure Modes - Bill Rettberg, GEI
- 11:00** **Break (5 min)**
- 11:05** **Tabletop Scenario Set Up** - Sherrie Sobol, Regulatory Analyst, HBMWD
- 11:10** **Tabletop Brainstorm Sessions** - Bill Foos, Facilitator, Gannett Fleming
- Module 1 – Flooding
  - Module 2 – Earthquake
- 11:45** **Key Findings** - Bill Foos, Facilitator, Gannett Fleming
- 12:00** **Tabletop Close-Out/LUNCH/Functional Exercise Set-up** - Chris Harris, Business Manager, HBMWD

**AFTERNOON – FUNCTIONAL EXERCISE:**

- 12:45 Participants to their assigned agency tables
- 12:50 Functional Exercise – Emergency Simulation
- 2:20 Functional Exercise Brainstorm Session - Bill Foos, Facilitator, Gannett Fleming
  - Module 3 – Recovery
- 3:00 Hotwash and Participant Critique of Exercises
- 3:30 End of Exercises

**THANK YOU TO ALL OF OUR EXERCISE PARTICIPANTS!**







# R.W. MATTHEWS DAM

## EMERGENCY ACTION PLAN

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## EXERCISE PARTICIPANTS

### Facilitators

Bill Foos, Gannett Fleming

### Controllers

Chris Harris, HBMWD (Lead)  
Sherrie Sobol, HBMWD

### Evaluators

Bill Foos, Gannett Fleming  
Ryan Chairez, HBMWD  
Sheri Woo, Director, HBMWD  
James Henry, McKinleyville CSD

### SimCell

Chris Harris, HBMWD  
Sherrie Sobol, HBMWD  
Darcey Quinn, HBMWD  
Kelsie Sobol, HBMWD

### Players (HBMWD)

John Friedenbach, General Manager, HBMWD  
Dale Davidsen, Superintendent, HBMWD  
Nate Stevens, District Engineer  
Bill Rettberg, Chief Dam Safety Engineer, HBMWD  
Mario Palmero, Operations Supervisor, HBMWD  
Paul Jorgenson, Operations Asst. Supervisor, HBMWD  
Chris Merz, Maintenance Asst. Supervisor, HBMWD  
Larry Raschein, Hydro Operator, HBMWD  
Dave Perkins, Relief Hydro Operator, HBMWD

### Support Staff

Corey Borghino, HBMWD  
Contessa Dickson, HBMWD

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: John Friedenbach

Date: April 11, 2024

Subject: Request by City of Arcata for Compensation Agreement

**Discussion**

The City of Arcata has requested a Community Development Agency Successor Compensation Agreement. See attached letter dated August 31, 2022 from David Loya their Community Development Director.

At our September 8, 2022 Board meeting Mr. Loya made a presentation to our board regarding this request. Attached for your reference is a copy of that board meeting's minutes regarding this topic's discussion. The board decided to table action pending responses by other taxing entities regarding this proposal.

The City's Compensation Agreement Terms Sheet has been modified from the original terms sheet presented in 2022. See attached red line version 2. According to City staff: *"It reflects the new ERAF distribution. You will also see that the tax share percentages are slightly different than v1. This is because original calculations averaged the tax rate across the whole Redevelopment Agency project area and this version uses the tax rate for the individual properties, which is what will most likely be used. Ultimately, the shares of the Taxing Entities will be determined by the County Auditor-Controller."*

The City of Arcata has presented its proposal to other taxing entities. Arcata staff will discuss those results further. They have stated that the following entities have agreed or are in the process:

- 1) Staff at: County of Humboldt;
- 2) Staff from the Humboldt County of Education and four K-12 public schools have expressed conditional support, pending final confirmation from their financial consultants;
- 3) Board approval from: Humboldt Bay Harbor District, College of the Redwoods, Arcata Fire District, North Humboldt Rec & Park District.

HBMWD staff has identified some issues that the board may want to address for any compensation agreement. First, under HBMWD's Ordinance 16, real property tax

revenues are currently classified as "Price Factor 2" credits and distributed directly to our wholesale customers. We may want to have a discussion with them about the proposal by the City of Arcata.

Second, HBMWD's domestic and industrial water transmission lines are located within or adjacent to the Happy Valley property. Detailed negotiations may need to be required to ensure that development does not encroach into our recorded easements similar to the situation we experienced with the development at the Axel property located within the West End Road area. Finally, regarding the capabilities of our industrial water system for the District's Water Resource Planning efforts under the Transport Option, staff identified the Happy Valley property as a potential site for an industrial water system clarifier facility. The board may wish to evaluate an option to be the sole purchaser of this property.

### Recommendation

1. If the Board desires to negotiate the terms of the proposed Compensation Agreement, the Board can either:

- A) authorize the General Manager to negotiate the best terms or;
- B) the Board can appoint an ad hoc committee of directors to do so.

In either case, the negotiated proposal would come back to the Board at a later date (most likely May or June) in open session.

2. If the Board is agreeable to the terms as proposed, then the Board can accept the agreement. [Not recommended by staff without existing easement restrictions being formalized with the City of Arcata via a recorded agreement and/or survey.]

3. If the Board would like to discuss price and terms of payment to acquire the Happy Valley property as part of our Water Resource Planning efforts, that item should be discussed in closed session. Prior to the closed session, the Board would need to include an open session item in which the property is identified by APN and real property negotiator(s) is/are selected. The closed session item would also include the APN so the City would know that the Board is considering making an offer.



**City of Arcata**  
**Redevelopment Agency Dissolution**  
**Compensation Agreement**  
**Terms Sheet v2**  
**March 11, 2024**

Purpose. The purpose of this Agreement is to address the allocation of certain prospective revenues among the Taxing Entities that share in the property tax base ("Tax Base") for property located within any of the City of Arcata redevelopment project area (the "Project Area") formerly administered by the Arcata Community Development Agency ("Redevelopment Agency").

Properties to be Retained for Development. The Long-Range Property Management Plan provides that pursuant to Health & Safety Code §34191.5(c)(2), two properties formerly owned by the Successor Agency will be transferred to the City for disposition consistent with the Implementation Plan, Economic Development Strategic Plan, General Plan, and Coastal Land Use Element, Land Use Code, and Coastal Zoning Ordinance.

Compensation.

- 1. The property value is agreed by the Parties to be:

Happy Valley	\$ 562,000
Little Lake	<u>200,000</u>
Total	\$ 762,000

- 2. The Taxing Entities will receive a share of the agreed value equal to each Taxing Entity's share of the tax rate area of the individual properties (Attachment A).
- 3. Educational Revenue Augmentation Fund (ERAF) will be allocated among school districts and county office of education if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation.
- 4. City will make payment within 90 days of entering the agreement.

Compensation Investment.

- 5. The Parties Agree to receive 33% of value in immediate compensation (Attachment B).
- 6. The difference between full market value and Taxing Entities' compensation must be invested in redeveloping the properties, increasing the Tax Base value, the benefit of which will flow to the Taxing Entities as property tax revenue.
- 7. City agrees to invest the balance in redeveloping the Development Properties within two years of date of agreement.
- 8. City agrees to invest 100% of its share into redeveloping the Development Properties.

## Attachment A

## Little Lake ERAF Estimated Distribution Detail

Agency	Little Lake Tax Share	Little Lake Pre-ERAF Distribution	Little Lake ERAF Distribution	Little Lake Total Distribution
City of Arcata	10.65%	\$ 21,305	\$ -	\$ 21,305
Janes Creek Storm Drainage	0.00%	\$ -	\$ -	\$ -
Arcata Elementry (School District)	22.28%	\$ 44,560	\$ 19,909	\$ 64,469
County of Humboldt	15.85%	\$ 31,709	\$ -	\$ 31,709
Northern Humboldt Unified School District	14.01%	\$ 28,017	\$ 12,518	\$ 40,535
Pacific Union Elementary	0.00%	\$ -	\$ -	\$ -
Redwoods Jr. College	6.04%	\$ 12,088	\$ 5,401	\$ 17,488
Arcata Fire District	5.77%	\$ 11,536	\$ -	\$ 11,536
County Library	1.75%	\$ 3,496	\$ -	\$ 3,496
County School Service	1.37%	\$ 2,739	\$ 1,224	\$ 3,962
Humboldt Bay Municipal Water	1.09%	\$ 2,178	\$ -	\$ 2,178
North Humboldt Rec & Park District	0.94%	\$ 1,872	\$ -	\$ 1,872
H Bay Harbor Rec & Conservation	0.72%	\$ 1,450	\$ -	\$ 1,450
Educational Revenue Augmentation Funds (ERAF)	19.53%	\$ 39,050		
<b>Total</b>	<b>100.00%</b>	<b>\$ 200,000</b>	<b>\$ 39,050</b>	<b>\$ 200,000</b>

## Happy Valley ERAF Estimated Distribution Detail

Agency	Happy Valley Tax Share	Happy Valley Pre-ERAF Distribution	Happy Valley ERAF Distribution	Happy Valley Total Distribution
City of Arcata	11.12%	\$ 62,475	\$ -	\$ 62,475
Janes Creek Storm Drainage	0.43%	\$ 2,402	\$ -	\$ 2,402
Arcata Elementry (School District)	0.00%	\$ -	\$ -	\$ -
County of Humboldt	16.54%	\$ 92,982	\$ 4,034	\$ 97,015
Northern Humboldt Unified School District	14.62%	\$ 82,158	\$ 41,262	\$ 123,420
Pacific Union Elementary	18.38%	\$ 103,315	\$ 51,888	\$ 155,202
Redwoods Jr. College	6.31%	\$ 35,445	\$ 17,801	\$ 53,246
Arcata Fire District	6.02%	\$ 33,828	\$ -	\$ 33,828
County Library	1.82%	\$ 10,253	\$ -	\$ 10,253
County School Service	1.43%	\$ 8,032	\$ -	\$ 8,032
Humboldt Bay Municipal Water	1.14%	\$ 6,386	\$ -	\$ 6,386
North Humboldt Rec & Park District	0.98%	\$ 5,489	\$ -	\$ 5,489
H Bay Harbor Rec & Conservation	0.76%	\$ 4,252	\$ -	\$ 4,252
Educational Revenue Augmentation Funds (ERAF)	20.46%	\$ 114,985		
<b>Total</b>	<b>100.00%</b>	<b>\$ 562,000</b>	<b>\$ 114,985</b>	<b>\$ 562,000</b>

## Attachment B

## Payout and Investment for Combined Properties

Agency	Total Distribution	33% Immediate Payout	67% Redevelopment Investment
City of Arcata	\$ 83,780	\$ 27,924	\$ 56,778
Janes Creek Storm Drainage	\$ 2,402	\$ 801	\$ 1,628
Arcata Elementary (School District)	\$ 64,469	\$ 21,487	\$ 43,691
County of Humboldt	\$ 128,724	\$ 42,904	\$ 87,237
Northern Humboldt Unified School District	\$ 163,955	\$ 54,646	\$ 111,112
Pacific Union Elementary	\$ 155,202	\$ 51,729	\$ 105,181
Redwoods Jr. College	\$ 70,734	\$ 23,576	\$ 47,937
Arcata Fire District	\$ 45,363	\$ 15,120	\$ 30,743
County Library	\$ 13,750	\$ 4,583	\$ 9,318
County School Service	\$ 11,994	\$ 3,998	\$ 8,128
Humboldt Bay Municipal Water	\$ 8,564	\$ 2,854	\$ 5,804
North Humboldt Rec & Park District	\$ 7,361	\$ 2,454	\$ 4,989
H Bay Harbor Rec & Conservation	\$ 5,701	\$ 1,900	\$ 3,864
Educational Revenue Augmentation Funds (ERAF)			
<b>Total</b>	<b>\$ 762,000</b>	<b>\$ 253,975</b>	<b>\$ 516,407</b>

Original Terms with No ERAF (No Longer Valid)

Agency	Tax Share	Total Property Value	Taxing Entity Compensation	Redevelopment Investment
<b>Combined Property Value</b>		<b>\$ 762,600</b>		
County of Humboldt	14.68%	\$ 111,966	\$ 36,531	\$ 75,435
Arcata Elementry (School District)	14.70%	112,082	36,568	\$ 75,513
City of Arcata	7.90%	-	-	60,281
Northern Humboldt Unified School District	14.23%	108,487	35,396	\$ 73,091
Pacific Union Elementary	6.17%	47,074	15,359	\$ 31,715
Redwoods Jr. College	6.14%	46,807	15,271	\$ 31,535
Arcata Fire District	5.94%	45,306	14,782	\$ 30,525
County Library	1.66%	12,622	4,118	\$ 8,504
County School Service	1.39%	10,606	3,460	\$ 7,146
North Humboldt Rec & Park District	1.23%	9,403	3,068	\$ 6,335
Humboldt Bay Municipal Water	1.11%	8,432	2,751	\$ 5,681
H Bay Harbor Rec & Conservation	0.72%	5,504	1,796	\$ 3,708
Janes Creek Storm Drainage	0.06%	-	-	458
Jacoby Creek Elementary School	0.07%	512	167	\$ 345
<b>Total</b>		<b>\$ 518,801</b>	<b>\$ 169,267</b>	<b>\$ 410,273</b>



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



Minutes for Meeting of Board of Directors  
September 8, 2022

Instream Flow

Staff is working with GHD to incorporate changes as recommended by the District's water rights attorney. The information will be brought to the Board for review at the October meeting.

McNamara & Pease

President Woo recused herself, citing conflict of interest, and left the room. Royal Gold submitted a conditional use permit to the County. The County has not issued an official statement in response to our concerns and pulled the permit application from the Planning Commission meeting. Mr. Friedenbach was contacted by Steve Lazar of the Planning Department, who proposed a face-to-face meeting regarding comments. The meeting with Mr. Lazar is scheduled for September 20<sup>th</sup>. Director Fuller agreed to attend along with Mr. Friedenbach. Mr. Friedenbach is hopeful that an official response will be issued after the meeting with Mr. Lazar.

CLOSED SESSION – Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of § 54956.9 (DTSC)

President Woo recused herself due to a conflict of interest and left the room. No public comment was received prior to entering the closed session. Closed session lasted from 3:15 to 3:22. The Board returned to open session and Vice-President Latt reported the Board directed staff to send a letter to the U.S. EPA requesting U.S. EPA action to address uncontrolled offsite migration of dioxin toward our public domestic use source water.

**I. NEW BUSINESS**

City of Arcata: Redevelopment Agency Dissolution Property Compensation Agreement

District staff previously met with David Loya and the City of Arcata staff for an introductory meeting regarding a proposed Property Compensation Agreement. Mr. Friedenbach introduced Mr. Loya who was present to discuss and answer questions regarding the compensation agreement which consists of forgoing property tax revenue related to the Happy Valley property. Before consideration of the compensation agreement that might forgo that revenue, Mr. Friedenbach suggested communicating with Municipal customers about the City of Arcata proposal before proceeding. Members of the Board expressed a desire to have Mr. Loya and his department confer more directly and clearly in future communications regarding potential impacts to HBMWD infrastructure by any proposed development within the City of Arcata.

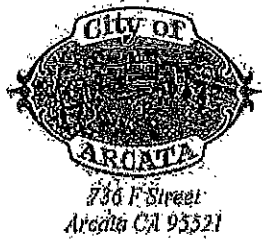
Staff identified the District's transmission lines located within or adjacent to the Happy Valley property, off West End Road. Detailed negotiations may be required to ensure that development does not encroach into our recorded easements, similar to the District's experience with the Axel property. Mr. Friedenbach also identified a potential opportunity for the Happy Valley property. District staff had preliminary discussions with Nordic Aquafarms regarding the capabilities of our industrial water system and the need for clarifiers. If this entire property were purchased by the District, it could be the future site for clarifiers.

The Board agreed to table this discussion until further research is conducted and Mr. Loya agreed to return to speak with the Board after he had spoken with other tax entities regarding their acceptance of a similar Property Compensation Agreement.

**I. REPORTS (from Staff)**

**1. Engineering**

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



City Manager  
707-822-5953  
Community Development  
707-822-5955  
Environmental Services  
Streets/Utilities  
707-822-5957

Police  
707-822-2428  
Finance  
707-822-5951  
Environmental Services  
Community Services  
707-822-8184

Recreation  
707-822-7091  
Transportation  
707-822-3775  
Building & Engineering  
707-822-2128

August 31, 2022

John Friedenbach  
General Manager  
HBMWD  
828 Seventh Street  
Eureka, CA 95501

RE: City of Arcata Community Development Agency Successor Compensation Agreement

Dear Mr. Friedenbach:

I am writing to discuss the terms of the Compensation Agreement (Agreement) that the City of Arcata Community Development Agency Successor Agency must enter with the Humboldt Bay Municipal Water District (HBMWD). I have been appointed by the City Council to negotiate the terms of the Agreement. To this end, I am seeking an audience with your Board to initiate the process of entering the Agreement. I have provided a starting point for the negotiations in the attached Terms Sheet (Attachment A).

Redevelopment Agencies were dissolved in 2012 by AB 1X 26 and AB 1484. Among other requirements, the legislation required Agencies to sell or otherwise transfer all real property. It also provided Successor Agencies the authority to establish the disposition process in a state-approved Long Range Property Management Plan (Plan). The City's Successor Agency elected to retain the two former Agency properties and enter Compensation Agreements with the affected Taxing Entities. The approved Plan (Attachment B) outlines this process in more detail.

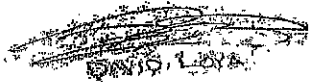
The purpose of the Agreement is to provide the affected Taxing Entities monetary compensation for former Agency properties. The intent of the legislation was to liquidate assets and transfer the funds to the Taxing Entities. Specifically, the legislation states that through Compensation Agreements, affected entities receive a proportional share of the agreed value for the retained properties (based on each entities' tax share).

The City of Arcata's proposal for the Agreement Terms is based on our record of successful redevelopment. The City is asking that the agreed value be based on the Plan values with deductions for holding costs on the Little Lake property. The Compensation will then be paid out in a one-time disbursement of 33% of that value. The 67% balance, and 100% of the City's share, will be invested into the properties' redevelopment. This will result in higher tax bases for the redeveloped properties, which will generate higher revenues for the Taxing Entities over time.

The City anticipates that the full return in increased value will take 7-10 years. Thereafter, the properties will generate significantly higher tax revenues than they would if left undeveloped. Current annual property tax revenue for the two properties is approximately \$6,000. The fully redeveloped annual property tax revenue is expected to be greater than \$225,000. The City's proposal is to leverage each Taxing Entity's share of the Compensation Agreement to increase the value of the lands, thereby increasing each Entity's total tax revenue.

Thank you for your time and effort in bringing this matter to your Board. I look forward to working with you and your decision makers to finalize this Agreement.

Sincerely,



David Loya  
Community Development Director



# Redevelopment Agency Dissolution Property Compensation Agreements

## Happy Valley and Little Lakes

David Loya  
Community Development Director  
City of Arcata  
dloya@cityofarcata.org

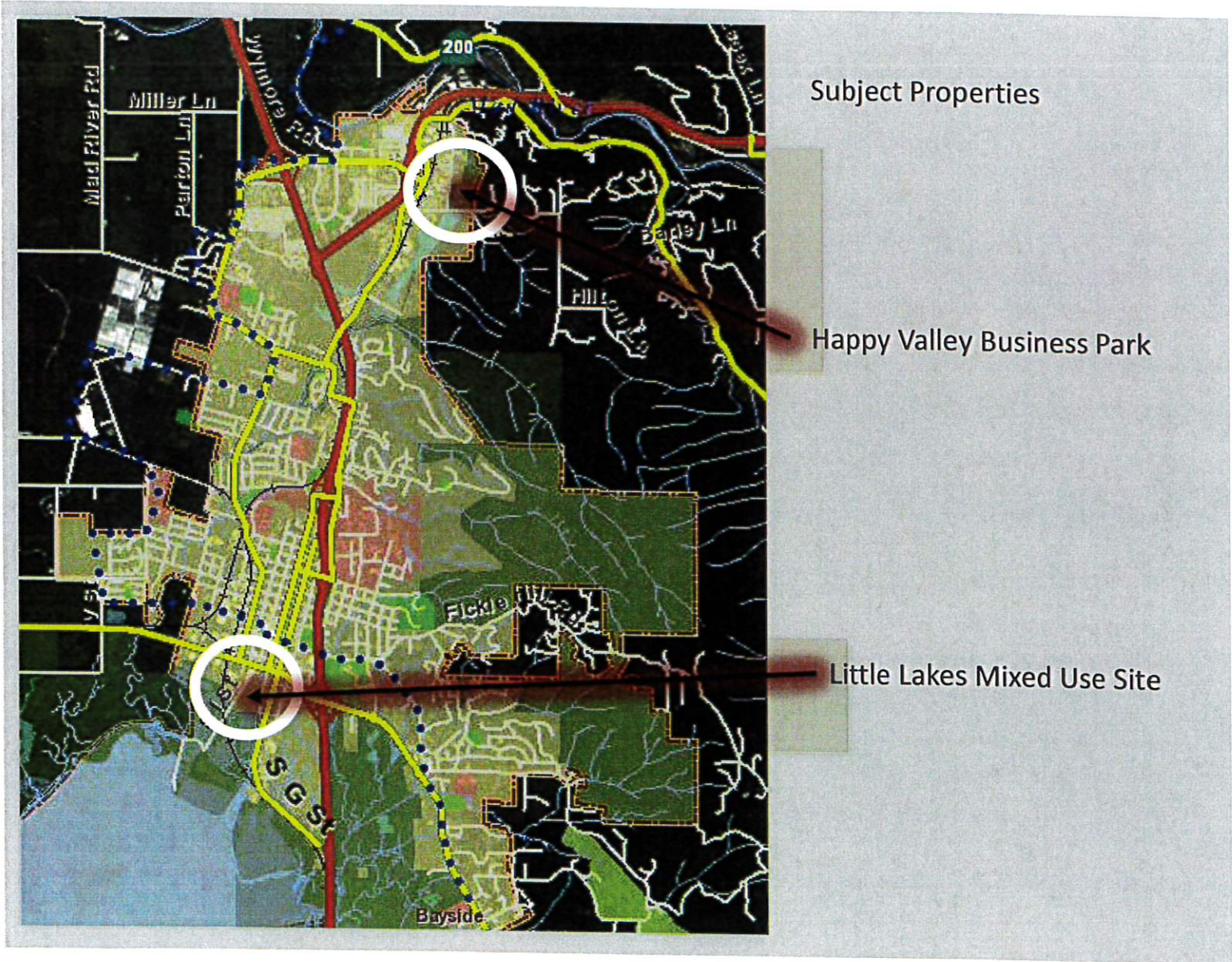
DeLo Freitas  
Senior Planner  
City of Arcata  
dfreitas@cityofarcata.org



# Retire Property Obligations







Subject Properties

Happy Valley Business Park

Little Lakes Mixed Use Site

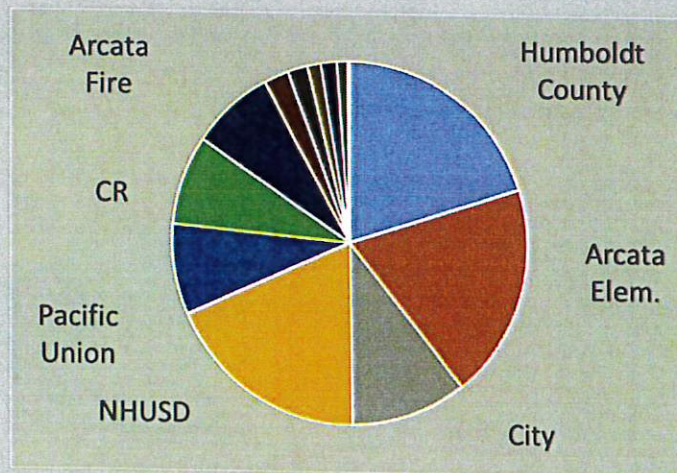


# Compensation Agreement

Affected Tax Entities get

- Proportional Share of
- **Agreed Value**
- Based on Entities' Tax Share

Share of Allocation = Property Tax Allocation



# Compensation Agreement

## Key Terms

- Happy Valley value \$563,000
- Little Lake value \$200,000
- 1X Compensation at 33% of value now
- Invest remainder in redevelopment
- City to invest 100% of share into redevelopment
- Anticipate cumulative redeveloped tax revenue to replace 67% share in 7 years



# Possible Outcomes

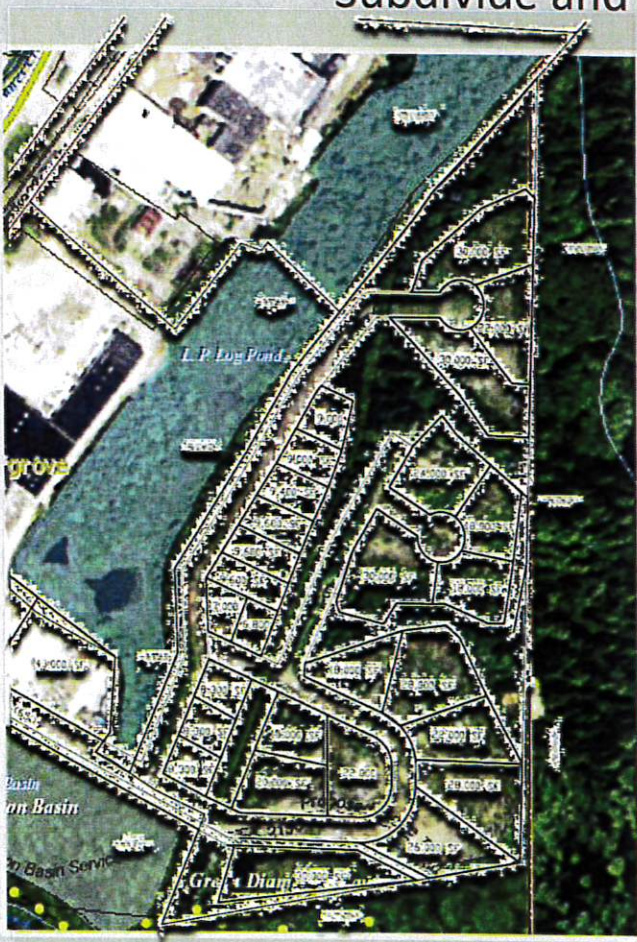
One project per site over next 10 years





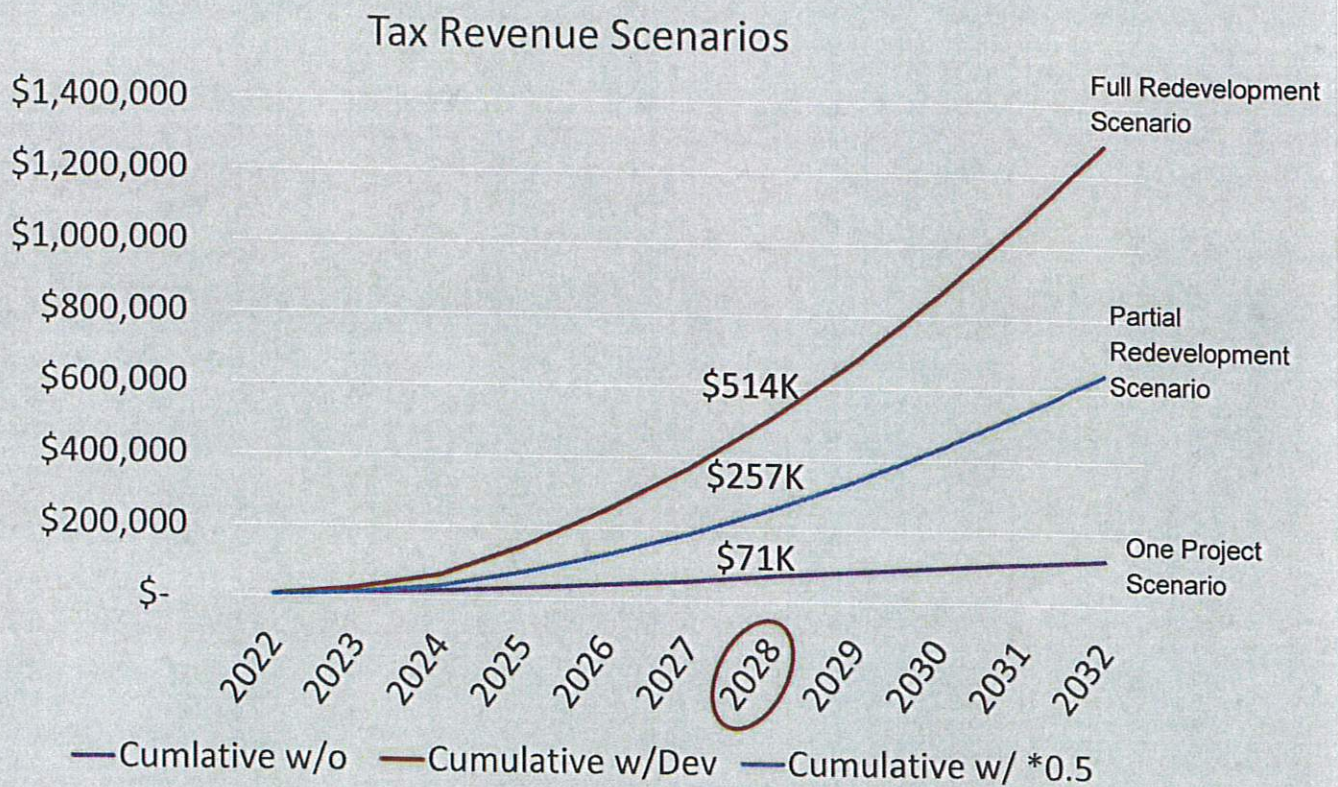
# Possible Outcomes

Subdivide and Redevelop Both Sites

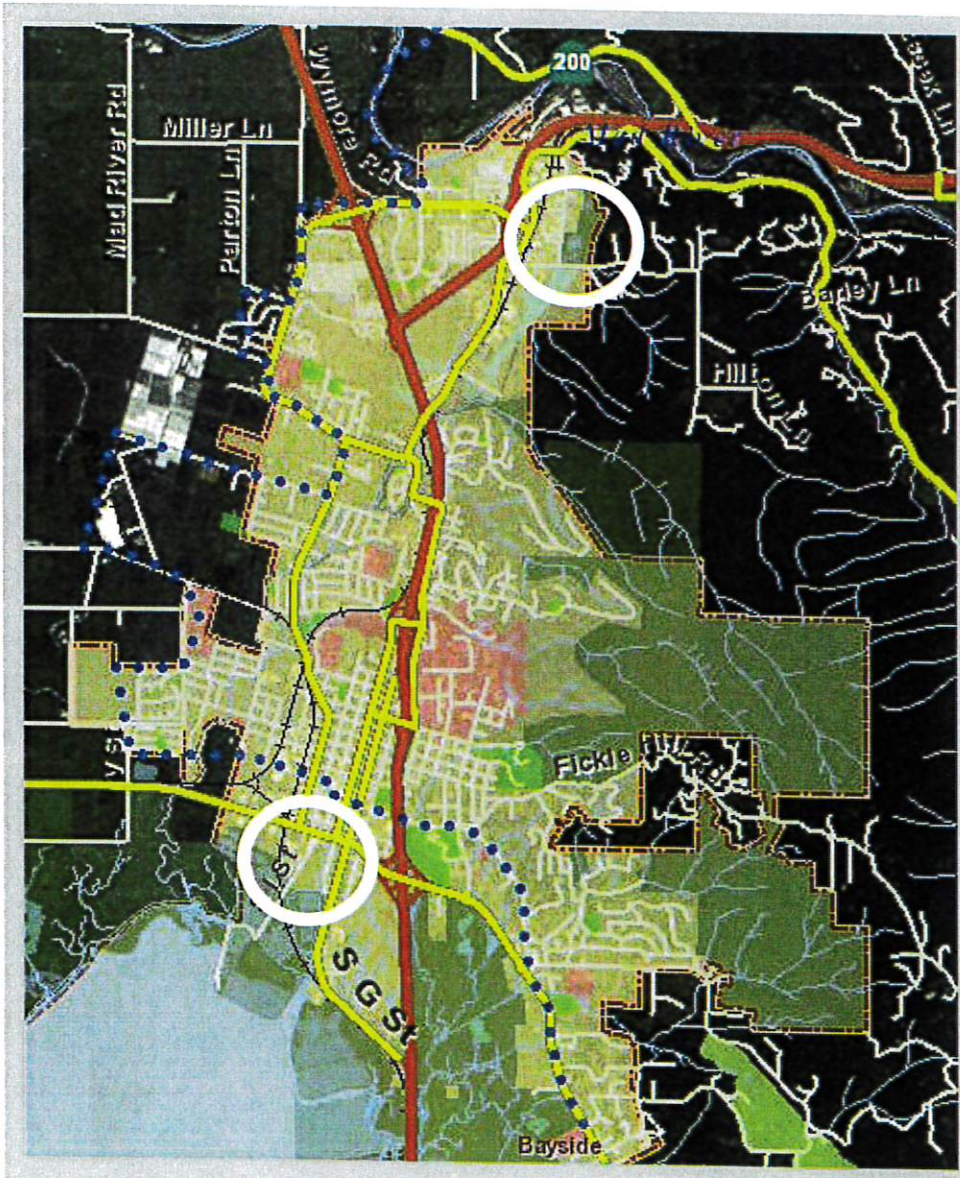




# Possible Outcomes







Total 7-year Valuation

\$14.2M

Tax Revenue Annually @  
year 7

\$142K

Tax Revenue Annually @ Full  
Redevelopment

\$240K

Undeveloped Annual Tax  
Revenue

<\$10K



### Agency Total Revenue

Agency	%	Total*	City Compensation Payment	Cumulative 7-year Tax Revenue Redeveloped
		<b>\$762,600</b>		
County	14.7	\$111,966	\$36,531	\$75,435
Arcata Elem.	14.7	112,082	36,568	75,513
No. Hum HS	14.2	108,487	35,396	73,091
Pac Union Elem.	6.2	47,074	15,359	31,715
CR	6.1	46,807	15,271	31,535
Arcata Fire	5.9	45,306	14,782	30,525
Library	1.7	12,622	4,118	8,504
School Service	1.4	10,606	3,460	7,146
No. Hum. Rec & Park	1.2	9,403	3,068	6,335
HBMWD	1.1	8,432	2,751	5,681
Harbor District	0.7	5,504	1,796	3,708
Jacoby Cr Elem.	0.1	512	167	345
	<b>68%</b>	<b>\$518,801</b>	<b>\$169,267</b>	<b>\$349,534</b>

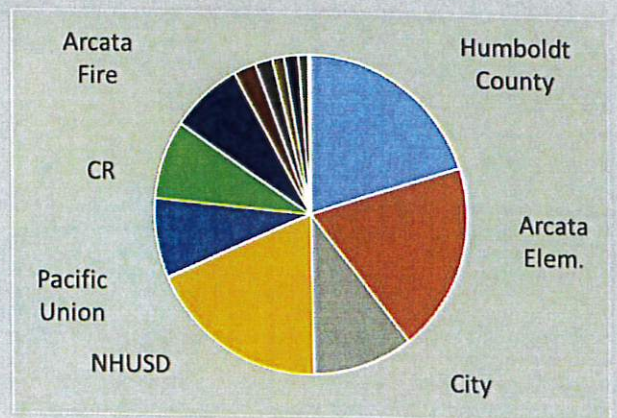
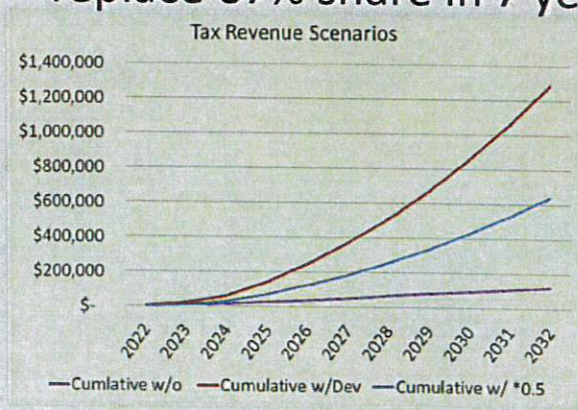
\*Arcata and related and ERAF Excluded



# Compensation Agreement

## Key Terms

- Happy Valley value \$563,000
- Little Lake value \$200,000
- 1X Compensation at 33% of value now
- Invest remainder in redevelopment
- City to invest 100% of share into redevelopment
- Anticipate cumulative redeveloped tax revenue to replace 67% share in 7 years

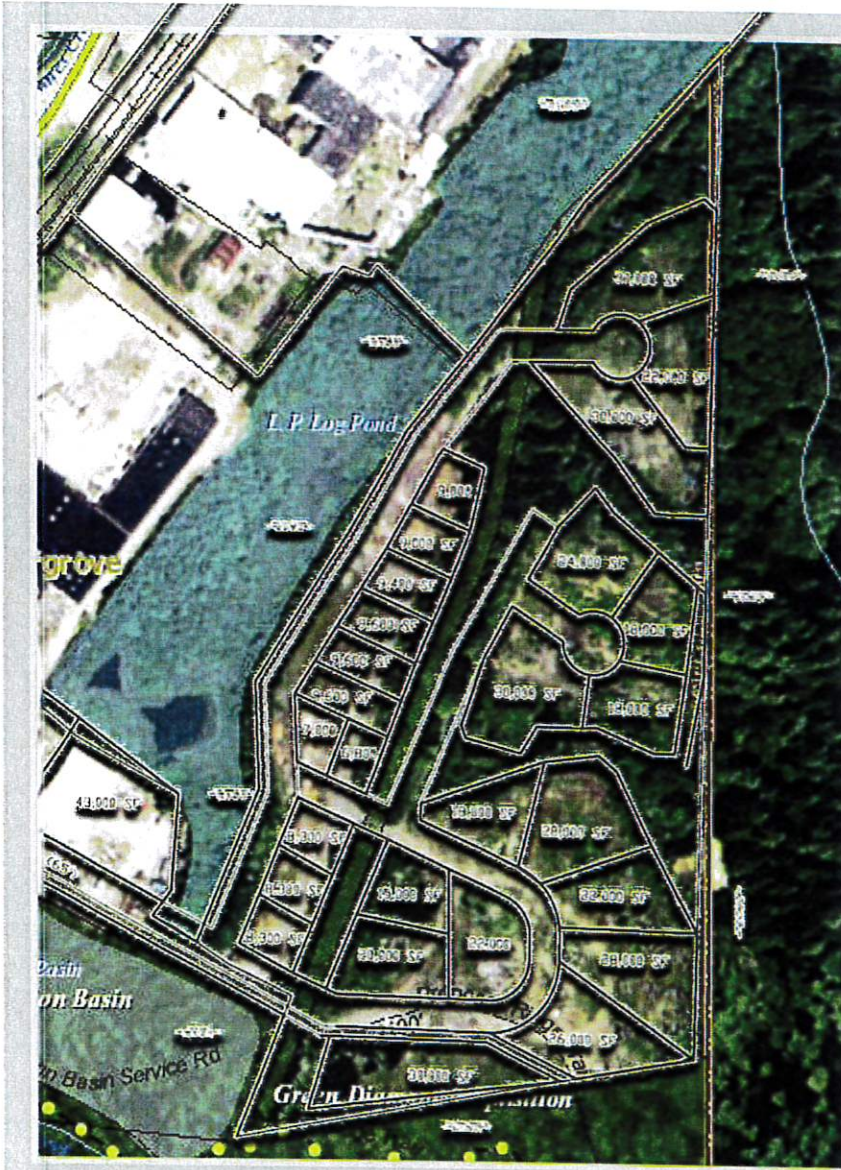




# Redevelopment Detail

Optional Slides





## Happy Valley Business Park

- RDA Purchased in 2009 for \$700K
- Log Deck
- No water, sewer, other infrastructure
- Redevelop for business park
- 20-30 Parcels

LRPMP estimates \$563K value

Estimated 7-yr Redevelopment Value

**\$11.4M**

11 Parcels Sold/Developed





## Little Lake

- Redevelop for mix purpose
- Brownfield Site – Dioxin
- Subdivide portion for industrial/office use

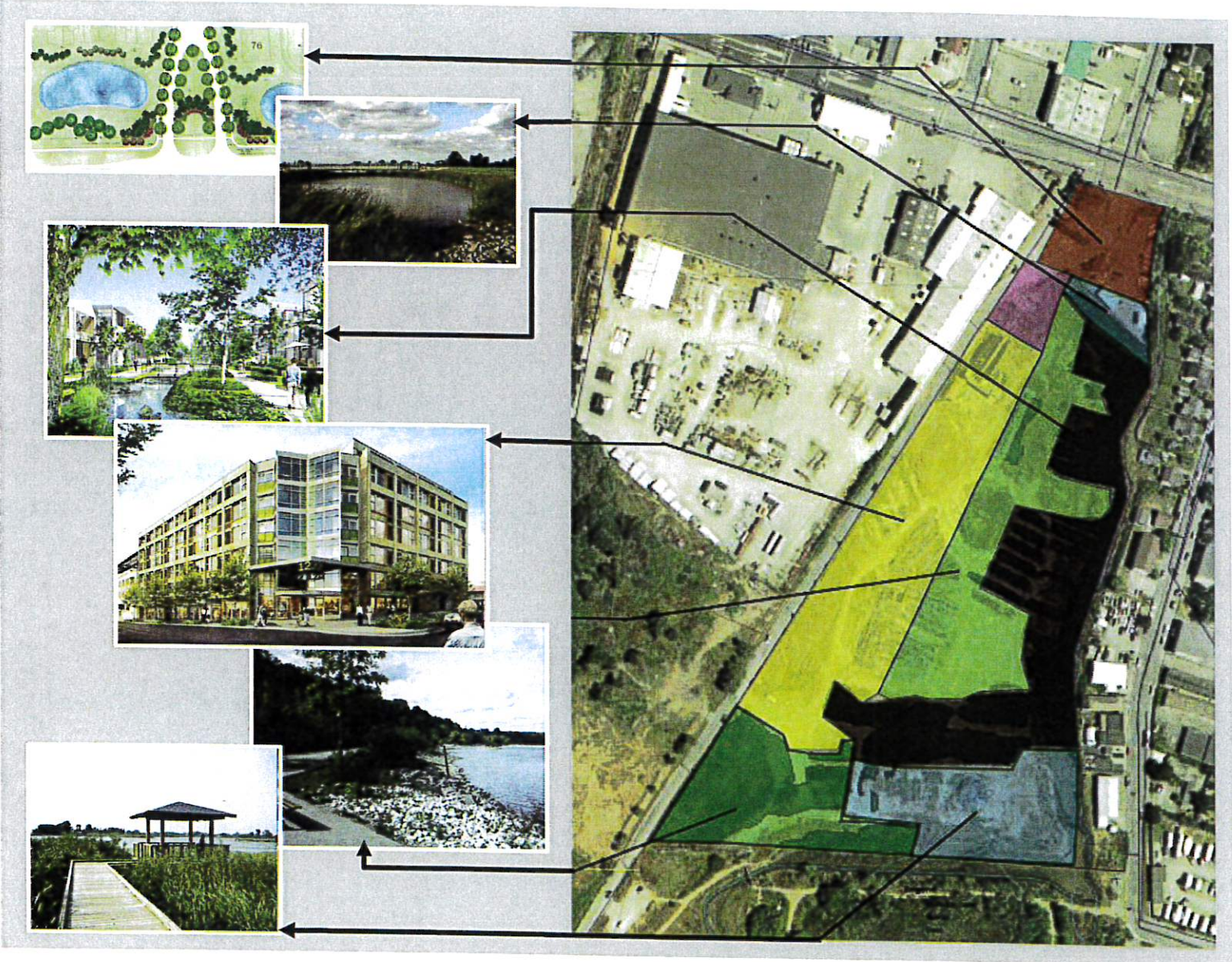
LRPMP Valuation \$499K

Estimated 7-yr  
Redevelopment Value

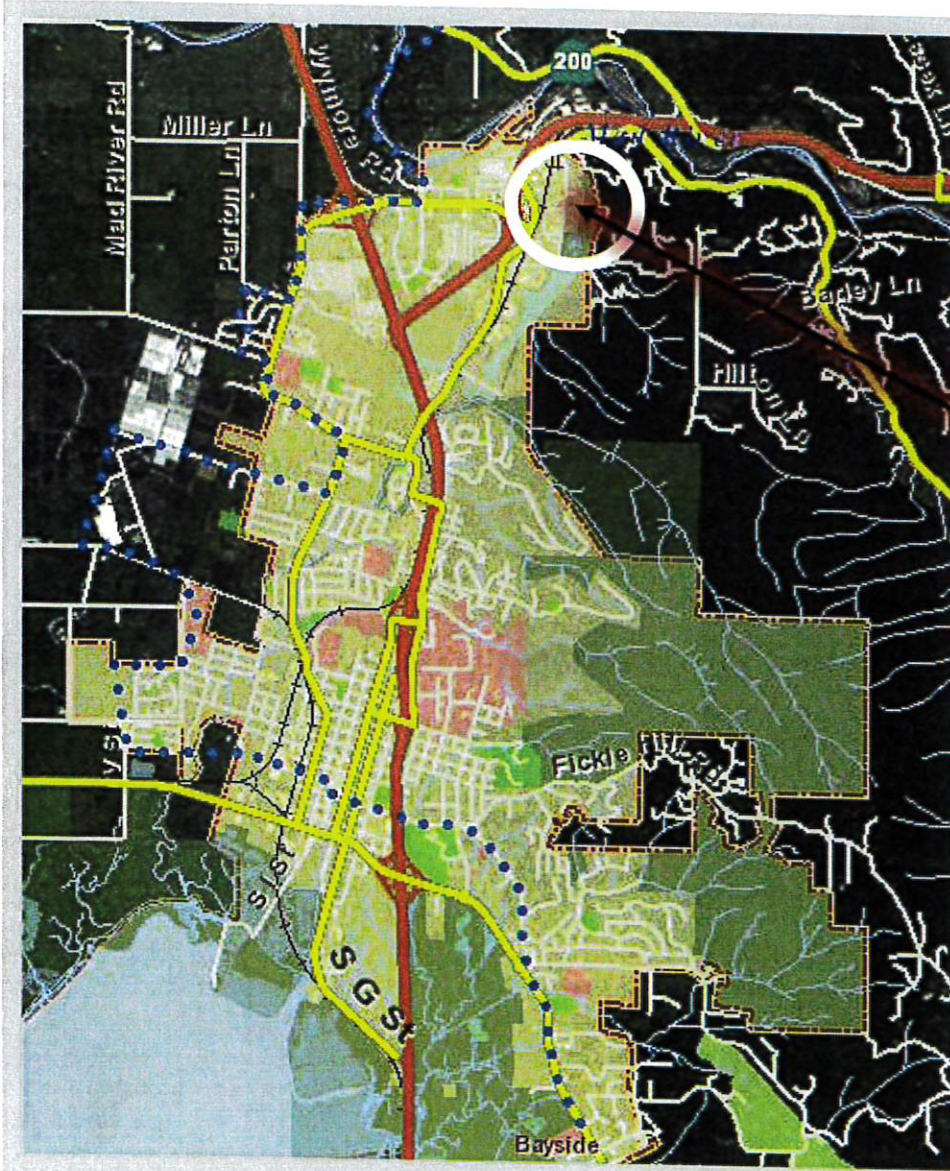
\$2.7M

Developed





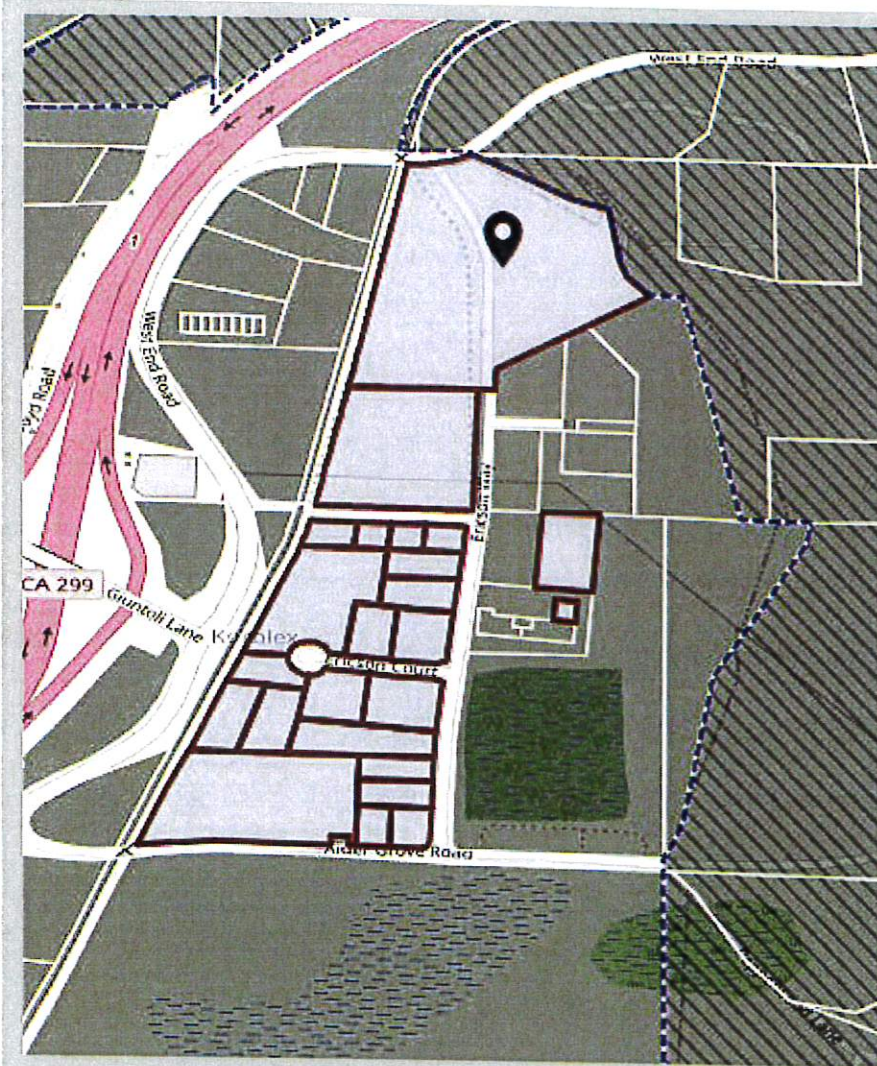




Reality Check

Aldergrove Industrial Park





### Reality Check

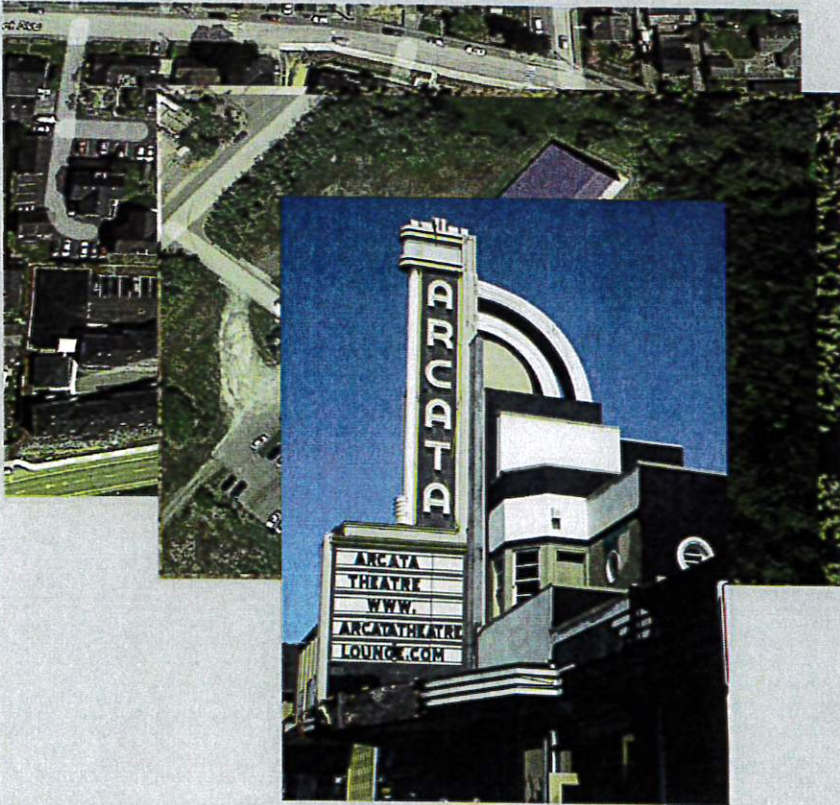
Property Tax 2022

Aldergrove Industrial Park

Secured	\$ 19.3M
Unsecured	\$ 6.0M
Total	\$ 25.3M



## Past Performance



RDA Purchase	\$700K
RDA Sale	\$1M
Current Value	\$2.3M

Sale	\$270K
Pre-project	\$424K
Post-project	\$2.8M

2002	\$118K
2003 OPA	\$403K
2008 BA Loan	\$1.0M

These three projects added \$5M to the tax rolls



# Compensation Agreement

## Who?

County of Humboldt General Tax District  
Arcata Elementary School District  
City of Arcata  
Northern Humboldt Union High School  
District  
Pacific Union Elementary School  
Redwoods Joint Junior College  
Arcata Fire Protection District  
Humboldt County Library  
County School Service  
North Humboldt Rec & Park  
Humboldt Bay Municipal Water District  
Humboldt Bay Harbor Rec & Cons  
Jacoby Creek Elementary  
Janes Creek Storm Drainage

# Compensation Agreement

County of Humboldt

Arcata Elementary School District

~~City of Arcata~~

Northern Humboldt Union High School District

Pacific Union Elementary School

Redwoods Joint Junior College

Arcata Fire Protection District

Humboldt County Library

County School Service (?)

North Humboldt Rec & Park

Humboldt Bay Municipal Water District

Humboldt Bay Harbor Rec & Cons

Jacoby Creek Elementary

Janes Creek Storm Drainage

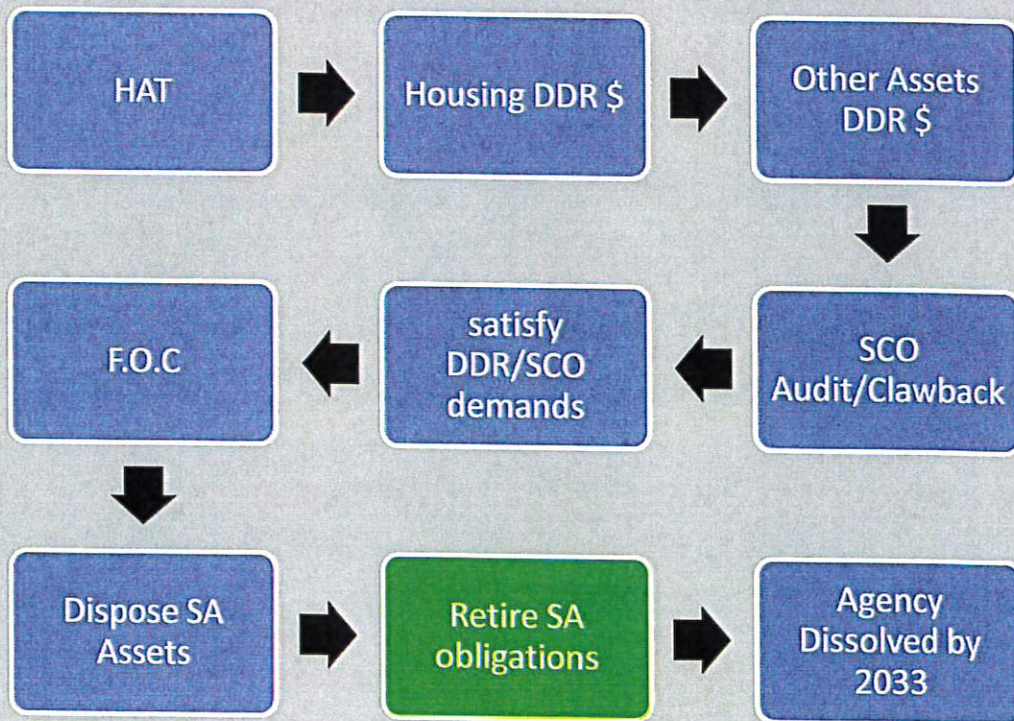
Wash



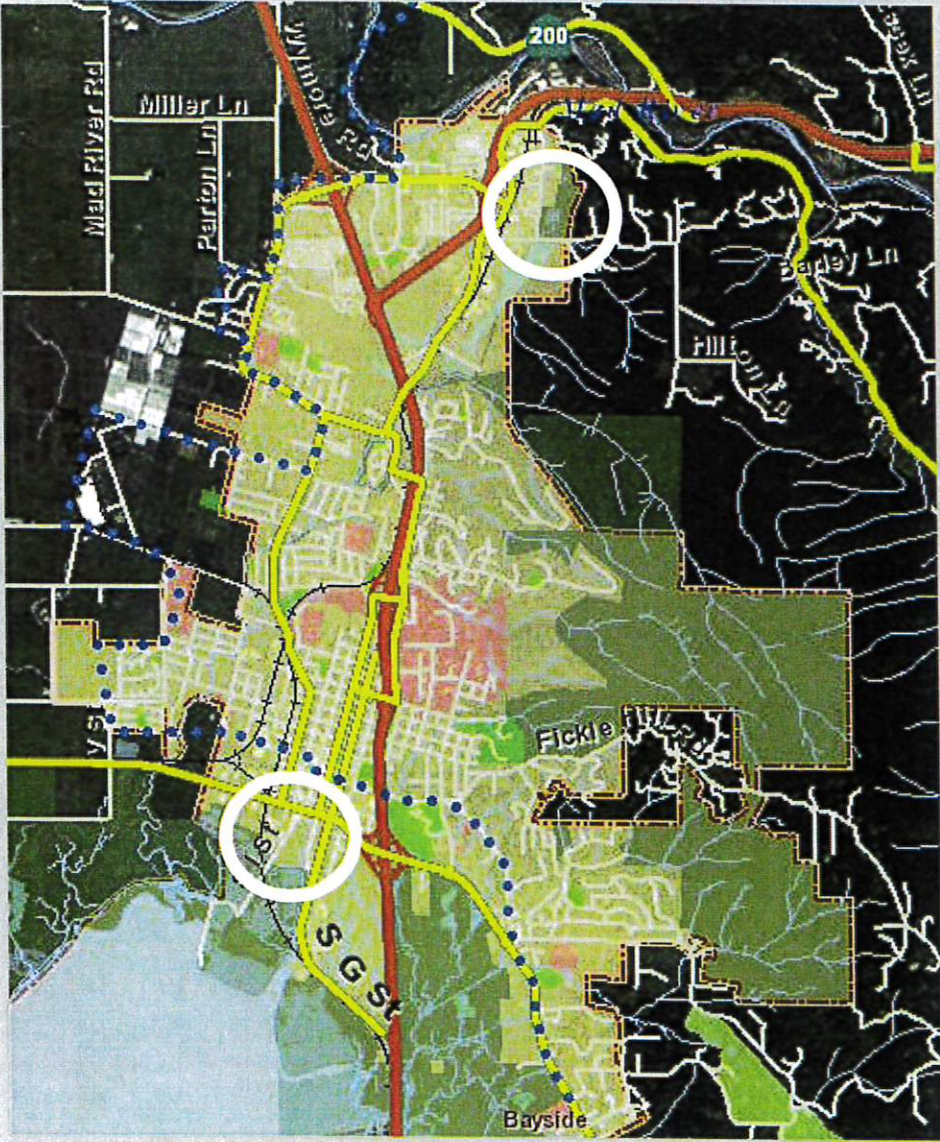
1X Bump



# RDA Dissolution







Total 7-year Redeveloped  
Valuation

\$14.2M

Tax Revenue Annually

\$142,140

Enter  
Compensation  
Agreement



Celebrate

**TAXING ENTITY COMPENSATION AGREEMENT**

This Taxing Entity Compensation Agreement (“**Agreement**”) dated \_\_\_\_\_, is entered into by and among the City of Arcata (“**City**”) and the individual affected taxing entities (collectively referred to herein as the “**Taxing Entities**”) listed in Section 2 of this Agreement. The City and the Taxing Entities may each individually be referred to as a “**Party**” or collectively as the “**Parties**”. There are no other parties to this Agreement.

**RECITALS**

- A. Pursuant to Community Redevelopment Law and Health and Safety Code §33000 et seq., the City Council of the City of Arcata (“**City**”) created the Arcata Community Development Agency (“**Redevelopment Agency**”) and adopted the first Redevelopment Implementation Plan in 1983 for the purpose of considering and pursuing redevelopment activities in the community.
- B. Pursuant to Assembly Bill 1X 26 (“**Dissolution Act**”), the Redevelopment Agency was dissolved, effective February 1, 2012.
- C. On August 24, 2011, the City Council elected, in accordance with Health and Safety Code §34173, to serve as Successor Agency to the Arcata Community Development Agency (“**Successor Agency**”), which was responsible for enforceable obligation payments and all other responsibilities as specified in the Health and Safety Code §34177.
- D. On June 28, 2012, members of the Oversight Board of the Successor Agency to the Arcata Community Development Agency (“**Oversight Board**”) were duly appointed.
- E. Pursuant to Health and Safety Code §34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) to address the disposition and use of real properties of the former Redevelopment Agency. A copy of the LRPMP has been provided to each of the Taxing Entities.
- F. On September 10, 2015, the Successor Agency was granted a Finding of Completion from the California Department of Finance (“**DOF**”).
- G. On November 4, 2015, the LRPMP was adopted by Resolution No. 02-1516 of the Successor Agency. On November 5, 2015, the LRPMP was approved by Resolution No. 2015/16-02 of the Oversight Board. And, on November 24, 2015, the LRPMP was approved by the DOF.
- H. The LRPMP directed the Successor Agency to transfer the properties to the City for future development consistent with the economic development purposes for which they were acquired.

- I. The City and the former Redevelopment Agency have held, maintained, and improved the properties.
- J. According to the Dissolution Act and subsequently enacted statutes, a successor agency is required to dispose of all formerly agency-owned property and distribute the proceeds to the applicable taxing entities. An exception is made if the successor agency wishes to transfer the property to the city or county that formed the redevelopment agency for future development. In such case, a compensation agreement with the taxing entities is required pursuant to Health and Safety Code Section 34180(f).
- K. The Parties to this Agreement jointly and severally wish to see the properties developed and are willing to accept 1/3<sup>rd</sup> the agreed value of the properties as direct compensation with the balance of the agreed value invested into developing the properties by the City.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1. Recitals. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference.
2. Purpose. The purpose of this Agreement is to address the allocation of certain estimated proceeds based on increased values among the Taxing Entities that share in the property tax base (“**Tax Base**”) for property located within each tax rate area within the redevelopment project area (the “**Project Area**”) formerly administered by the Redevelopment Agency.
3. Entities Entering Into this Agreement. “Taxing Entities” means, collectively, the following public entities for purposes of the Dissolution Act and subsequently enacted statutes. The term shall also mean and include the Educational Revenue Augmentation Fund (“**ERAF**”) if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 of this Agreement and the provisions of Health and Safety Code Section 34188. Notwithstanding anything to the contrary herein, ERAF is only considered a Taxing Entity for purposes of distributing funds and for no other purpose, and no additional approval or signature will be required on behalf of ERAF. The following Taxing Entities hereby enter into and execute this Agreement:

County of Humboldt (County General Tax Fund & County Library);  
 Arcata Elementary School District;  
 City of Arcata (Arcata General Fund & Janes Creek Storm Drainage District);  
 Northern Humboldt Union High School District;  
 Pacific Union Elementary School District;  
 Redwoods Joint Junior College District;  
 Arcata Fire Protection District;

Humboldt County Office of Education (County School Service Fund);  
 North Humboldt Recreation & Park District;  
 Humboldt Bay Municipal Water District;  
 Humboldt Bay Harbor Recreation & Conservation District; and

4. Subject Properties. The LRPMP provides that pursuant to Health & Safety Code §34191.5(c)(2) two (2) properties formerly owned by the Successor Agency were transferred to the City for development and disposition consistent with the City's LRPMP, Implementation Plan, Economic Development Strategic Plan, General Plan, and Coastal Land Use Element, Land Use Code, and Coastal Zoning Ordinance (collectively, the "Plans"). These two properties (collectively, the "Subject Properties" and each, a "Subject Property") are more fully described in Exhibit A.
5. Intent to Develop. The Parties acknowledge that City seeks to redevelop the Subject Properties pursuant to the LRPMP.
- 5.1. Full Risk. The City accepts full risk associated with future development of the sites and accepts that the value may be reduced by holding costs, predevelopment work, and other required expenses to bring the Subject Properties to market.
- 5.2. No Fault. The City will not be found at fault if it is not able to develop the Subject Properties due to legal or regulatory restrictions on said properties. Failure to develop the Subject Properties due to legal or regulatory restrictions shall not constitute a breach of this Agreement.
- 5.3. Investment Timeline. The City agrees to invest the Investment Amount, as defined in Section 4.4, in redeveloping the Subject Properties within two years of the Effective Date. The City will provide annual updates to each Taxing Entity's Board or governing body.
6. Calculating Disposition Proceeds. Consideration and funding for the retention of the Subject Properties shall be accomplished with City funds under its own auspices, and shall be payable to the Taxing Entities as set forth in this Agreement
- 6.1. Agreed Property Value. As provided in Health and Safety Code Section 34180(f)(2), the Parties acknowledge that the negotiated value for the Subject Properties ("**Agreed Property Value**") is based on an estimated 2014 value less holding costs. The Agreed Property Value is:

<u>Property</u>	<u>Value</u>	<u>Tax Rate Area</u>	<u>APN</u>
Happy Valley	\$562,000	001-035	507-081-038
Little Lake	\$200,000	001-041	503-232-013, -004, -016
Total	\$762,000		



6.2. Property Tax Share. Pursuant to the LRPMP and consistent with the requirements of Health and Safety Code Section 34180(f), the Taxing Entities will be compensated in proportion to their share of the base property tax, represented as a percentage, for the tax rate area where each Development Property is located (“**Property Tax Share**”) as determined by the Humboldt County Auditor-Controller (“**Auditor-Controller**”).

6.3. Compensation Arrangement and Payment to Taxing Entities. Parties have agreed to accept thirty-three percent (33%) of the Agreed Property Value as a one-time payment. Each Taxing Entity and the ERAF will receive a payout totaling 33% of the Taxing Entity or ERAF’s Property Tax Share applied to the Agreed Property Value (“**Compensation Amount**”). The Parties acknowledge that the Compensation Amount provided through this Agreement is the sole direct compensation related to the disposition of the Subject Properties, and that sale proceeds, if any, received by the City after redeveloping the Subject Properties will be wholly retained by the City and used to further the economic development and blight elimination purposes. Compensation Amount shall be computed as follows:

$$\text{Agreed Property Value} \times \text{Property Tax Share per Tax Rate Area} \times 0.33 = \text{Compensation Amount}$$

6.4. Investment Amount. Each Taxing Entity and ERAF will invest sixty-seven percent (67%) of the Taxing Entity or ERAF’s Compensation Amount (“**Investment Amount**”). The City of Arcata will invest one hundred percent (100%) of its Compensation Amount. The City’s and Taxing Entities’ Investment Amounts will be applied to redevelopment of the Subject Properties. The Parties agree that the sale of the Subject Properties pursuant to the Plans for development will benefit each of the Taxing Entities in the form of increased property tax revenue and other revenue generated by successful development and other social and economic benefits.

6.5. City Investment Amount. The City shall invest both its Investment Amount and its Compensation Amount in redeveloping the Subject Properties. The full amount without deduction for any reason, shall be applied directly toward predevelopment or development of the Subject Properties.

6.6. Disbursement. The City shall disburse to the County Auditor-Controller the full Compensation Amount, less the Investment Amount, calculated pursuant to Section 6.3 as demonstrated in Exhibit B. The County Auditor-Controller will disburse the funds to each Party according to each Party’s respective Compensation Amount.

7. Disbursement of Compensation Amount.

7.1. ERAF. ERAF may be entitled to a disbursement pursuant to Section 6 of a portion of the Property Tax Share based on the Agreed Property Value. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate

signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any disbursement of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

- 7.2. Accounting Requirements. At the time of the disbursement pursuant to subsection 6.6, the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Compensation Amounts. The City shall keep complete, accurate and appropriate books and records of its calculation of the Compensation Amounts with respect to such disbursement. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Compensation Amounts. The Auditor-Controller shall not have any liability for any disbursements made pursuant to this Agreement.
- 7.3. City Payment. Within ninety (90) days after the date of the last signature by all parties (the "Effective Date"), the City shall remit the Compensation Amount to the Auditor-Controller for subsequent disbursement by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax, as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188 and consistent with the terms of this Agreement.
8. Public Hearing. The Parties acknowledge that consistent with California Government Code §52200, et seq., prior to the disposition of the Subject Properties or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease.
9. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of all of the following conditions:
- 9.1.1. Approval of this Agreement by the City Council of the City of Arcata and execution by its City Manager; and
  - 9.1.2. The signing of this Agreement by all Taxing Entities.
- 9.2. The Agreement shall be considered effective on the Effective Date. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and specifying the Effective Date.
10. Conditional Effectiveness. The City shall not be obligated to remit the Compensation Amount to the Auditor-Controller for distribution to the Taxing Entities in accordance with

the terms of this Agreement unless and until the City has entered into the statutorily-mandated compensation agreements with each and every other affected Taxing Entity.

11. Term of Agreement; Early Termination.

11.1. Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the disbursement by the Auditor-Controller of all amounts payable to the Taxing Entities under this Agreement, if any.

11.2. Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directives regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 12.2. Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

12. Miscellaneous Provisions.

12.1. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

Janes Creek Storm Drainage District  
Humboldt County Library District

12.2. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

12.3. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

- 12.4. Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his/her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his/her discretion that such action or approval requires referral to City Council for consideration.
- 12.5. Entire Agreement. This Agreement, including the attachments attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.
- 12.6. Counterparts; Delivery electronic or physical. This Agreement may be executed in counterparts and by each of the Parties hereto on a separate counterpart, all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by certified mail or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- 12.7. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability. In the event that a court of competent jurisdiction issues an order, new legislation is enacted, or the DOF modifies the requirements of Health and Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable to the extent such modification does not preclude implementation of the terms of this Agreement or any obligations of the Parties.
- 12.8. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.
- 12.9. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.
- 12.10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Humboldt County, California or in the United States District Court for the Northern District of California.

*SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

**CITY OF ARCATA, a municipal corporation**

By: \_\_\_\_\_  
City Manager

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

Approved as to form:

\_\_\_\_\_  
City Attorney

Address for Notices:  
City of Arcata - Arcata General Fund & Janes Creek Storm Drainage District  
736 F Street  
Arcata, CA 95521  
ATTN: David Loya

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**COUNTY OF HUMBOLDT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

County of Humboldt – County General Tax District & County Library  
825 5th Street, Room 126  
Eureka, CA 95501  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Northern Humboldt Union High School District  
2755 McKinleyville Avenue  
McKinleyville, CA 95519  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*



**ARCATA ELEMENTARY SCHOOL DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:  
Arcata Elementary School District  
1435 Buttermilk Lane  
Arcata, CA 95521  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**PACIFIC UNION ELEMENTARY SCHOOL**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Pacific Union Elementary School

3001 Janes Road

Arcata, CA 95521

ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**REDWOODS JOINT JUNIOR COLLEGE**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:  
Redwoods Joint Junior College  
7351 Tompkins Hill Road  
Eureka, CA 95501  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**ARCATA FIRE PROTECTION DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_

Address for Notices:  
Arcata Fire Protection District  
631 9th Street  
Arcata, CA 95521  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**HUMBOLDT COUNTY OFFICE OF EDUCATION**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

HCOE - County School Service Fund

901 Myrtle Avenue

Eureka, CA 95501

ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**NORTH HUMBOLDT RECREATION & PARK DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:  
North Humboldt Recreation & Park District  
1150 16th Street  
Arcata, CA 95521  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Humboldt Bay Municipal Water District

828 7<sup>th</sup> Street

Eureka, CA 95501

ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

**HUMBOLDT BAY HARBOR RECREATION & CONSERVATION DISTRICT**

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

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

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:  
Humboldt Bay Harbor Recreation & Conservation District  
P.O. Box 1030  
Eureka, CA 95502-1030  
ATTN: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGES*



## CITY OF ARCATA COMPENSATION AGREEMENT

EXHIBIT A  
SUBJECT PROPERTIES

1	Property: Happy Valley Address: Vacant Property – No Assigned Address Project Area: Aldergrove Assessor Parcel No.: 507-081-038 Size (sq. ft.): 198,347.6 Source of Funds: City Project Fund
2	Property: Little Lake Industries Address: 46 I Street, Arcata, CA 95521 Project Area: Downtown/Uniontown Assessor Parcel Nos.: 503-232-013, 503-232-004, and 503-232-016 Size (sq. ft.): 504,630.18 Source of Funds: City Project Fund

EXHIBIT B  
ILLUSTRATIVE TAXING ENTITIES  
APPLICABLE SHARES OF PROPERTY TAXES

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

**August 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 (August 2024).
- 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.
  - Data Gap Investigation Fieldwork. Fieldwork was conducted August 6 through August 8, 2024. Activities conducted included: the installation and sampling of four new monitoring wells (MW-17 through MW-20) and eight soil borings (B-201 through B-208). Samples for pentachlorophenol (PCP) and tetrachlorophenol (TCP) analysis will be completed by Microbac Laboratories Inc. (formerly North Coast Laboratories, Ltd.) located in Arcata, California. Dioxin and furan analysis will be completed by McCampbell Analytical Incorporated, located in Pittsburg, California.
- b. Planned activities for the next month (September 2024) and beyond.
- Data Gap Investigation Report of Findings. After the completion of fieldwork, SHN will submit a report documenting activities implemented in accordance with the data gap workplan.
  - Virtual Quarterly Update Meeting. The virtual quarterly update meeting with DTSC, EPA, Humboldt Bay Municipal Water District, and Humboldt Waterkeeper will be held on October 25, 2024 at 11:00 AM. An agenda will be sent out closer to the meeting date.
- c. Funding Updates
- The California budget deficit has resulted in severe cuts in funding for the Cleanup in Vulnerable Communities Initiative (CVCI), where the McNamara and Peepe site was receiving funding. The May revise of the Governor's proposed budget was released on May 15, 2024, and DTSC is still working to understand the distribution of funds.
  - Funding in future years is likely to come from the Site Remediation Account (SRA), which was the funding source before CVCI.
- d. Royal Gold.
- Soil and Groundwater Management Plan. The revised soil and groundwater management plan was submitted by Royal Gold and is being reviewed by DTSC.

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

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

CalEPA Environmental Complaint System

Language Preference/Preferencia de Idioma  
English

SELECT AN IMAGE TO REPORT A PROBLEM

Air Water Toxic Substances Pesticides Solid Waste

IS THIS AN EMERGENCY?  
ARE YOU REPORTING WATER WASTE?  
IS THIS REGARDING PROPOSITION 65?

Complaint Details →

Select this Topic:  
Toxic Substances  
to submit to  
DTSC.

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)

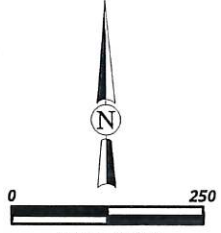


**EXPLANATION**

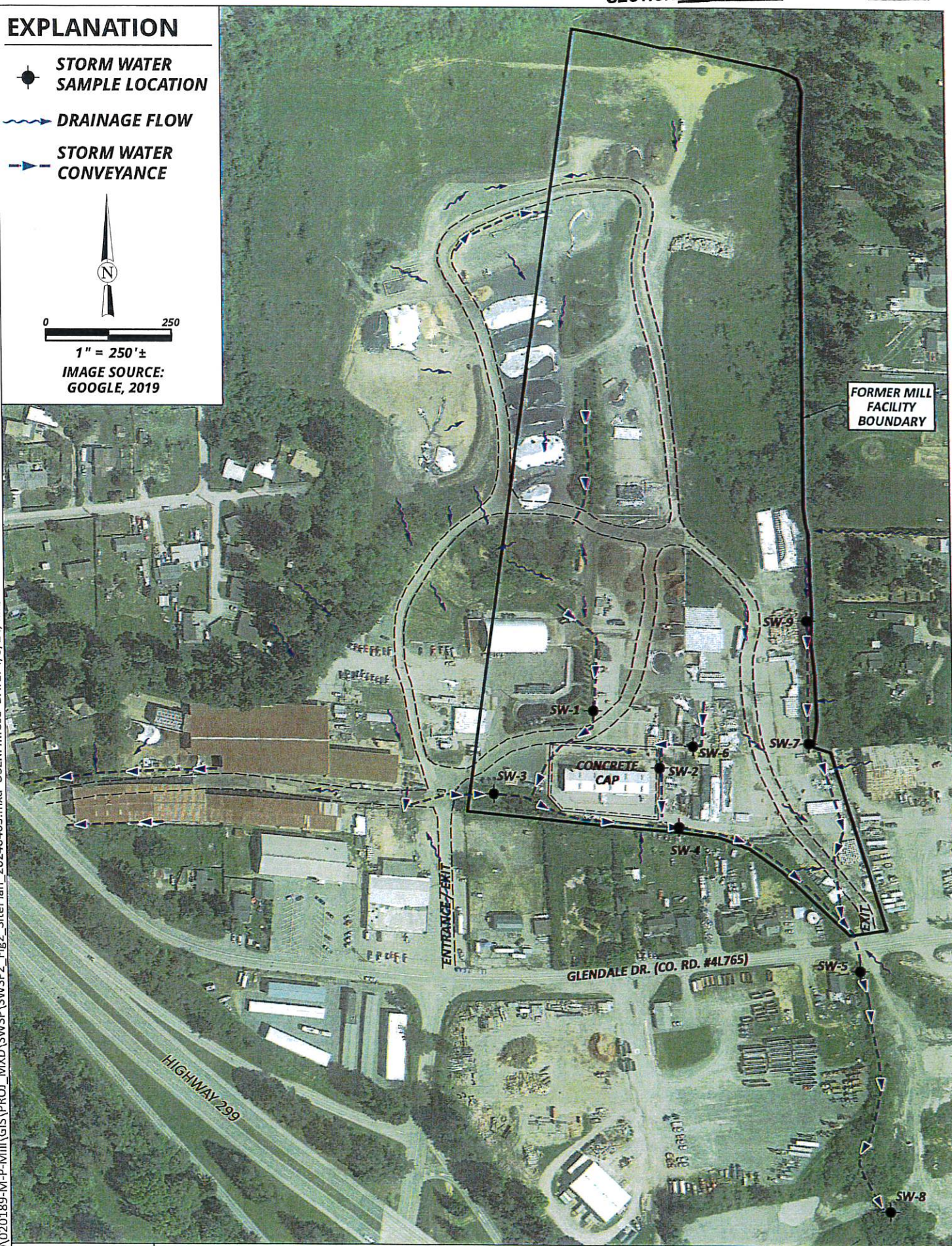
 **STORM WATER SAMPLE LOCATION**

 **DRAINAGE FLOW**

 **STORM WATER CONVEYANCE**



**IMAGE SOURCE:**  
GOOGLE, 2019



**FORMER MILL FACILITY BOUNDARY**

GLENDALE DR. (CO. RD. #41765)

HIGHWAY 299

ENTRANCE / EXIT

EXIT

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



Former McNamara & Peepe Lumber Mill  
Storm Water Sampling Plan  
1619 Glendale Drive, Arcata, California

Site Plan with  
Storm Water Sample Locations  
April 2024 - 020189 050

Figure  
**2**



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**



**Table 3-1**  
**Historical Storm Water Sample Results**  
**Former McNamara and Peepe Lumber Mill, Arcata, California**

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



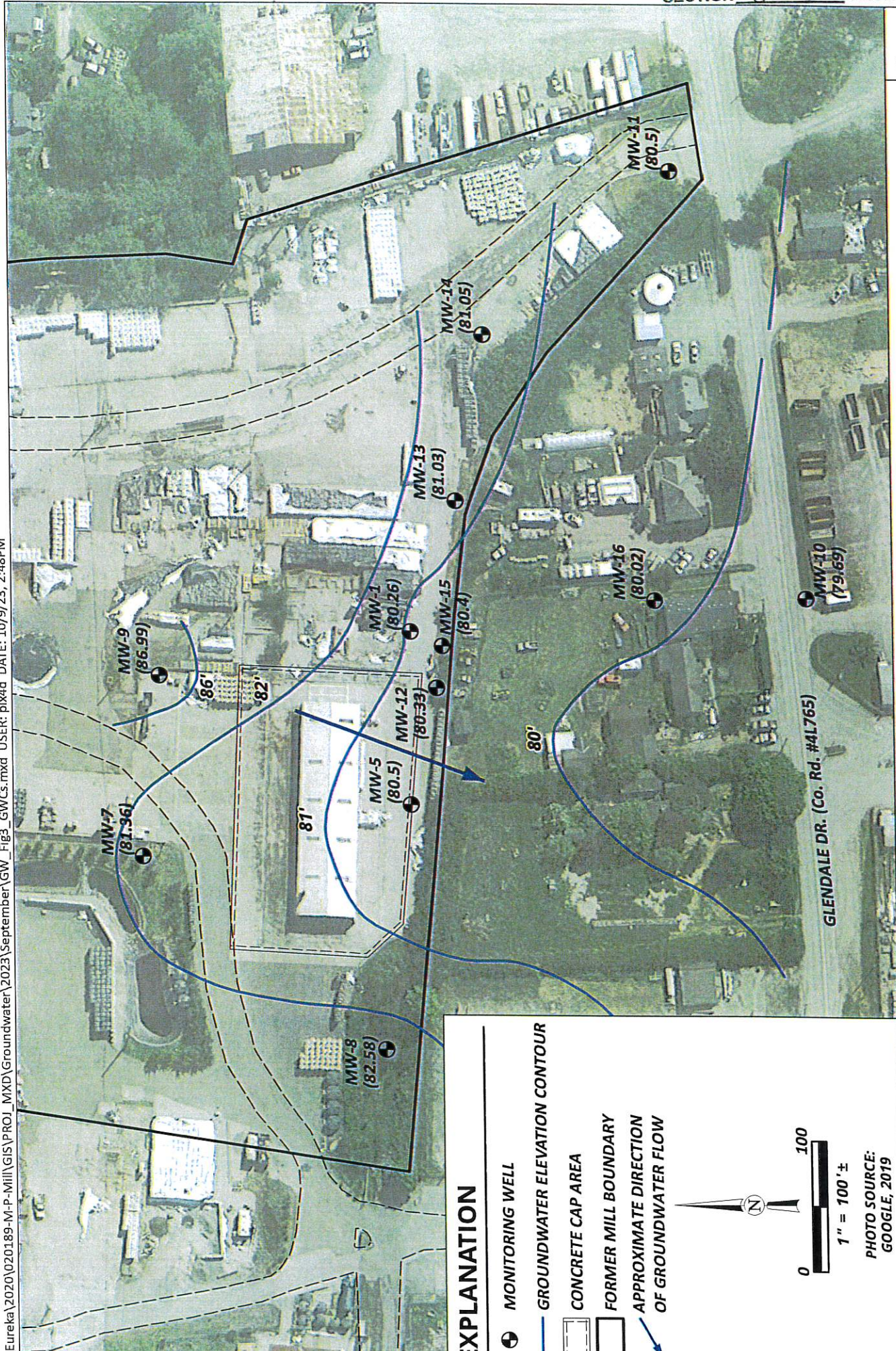
Table 3-1 Historical Storm Water Sample Results Former McNamara and Peepe Lumber Mill, Arcata, California					
Sample Location	Date	2,3,7,8-TCDD <sup>a</sup> (pg/L) <sup>b</sup>	2005 WHO TEQ <sup>c</sup> (pg/L)	PCP <sup>d</sup> (ug/L) <sup>e</sup>	TCP <sup>d</sup> (ug/L)
	3/11/24	<4.69	2.37 J	<0.30	<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
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\_Fig3\_GWCS.mxd USER: pix4d DATE: 10/9/23, 2:48PM



**EXPLANATION**

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

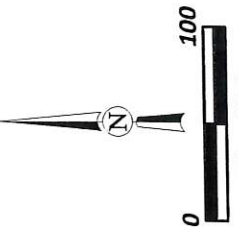


PHOTO SOURCE:  
GOOGLE, 2019






Groundwater Elevation Contours  
August 22, 2023  
October 2023 - 020189.030


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





**EXPLANATION**

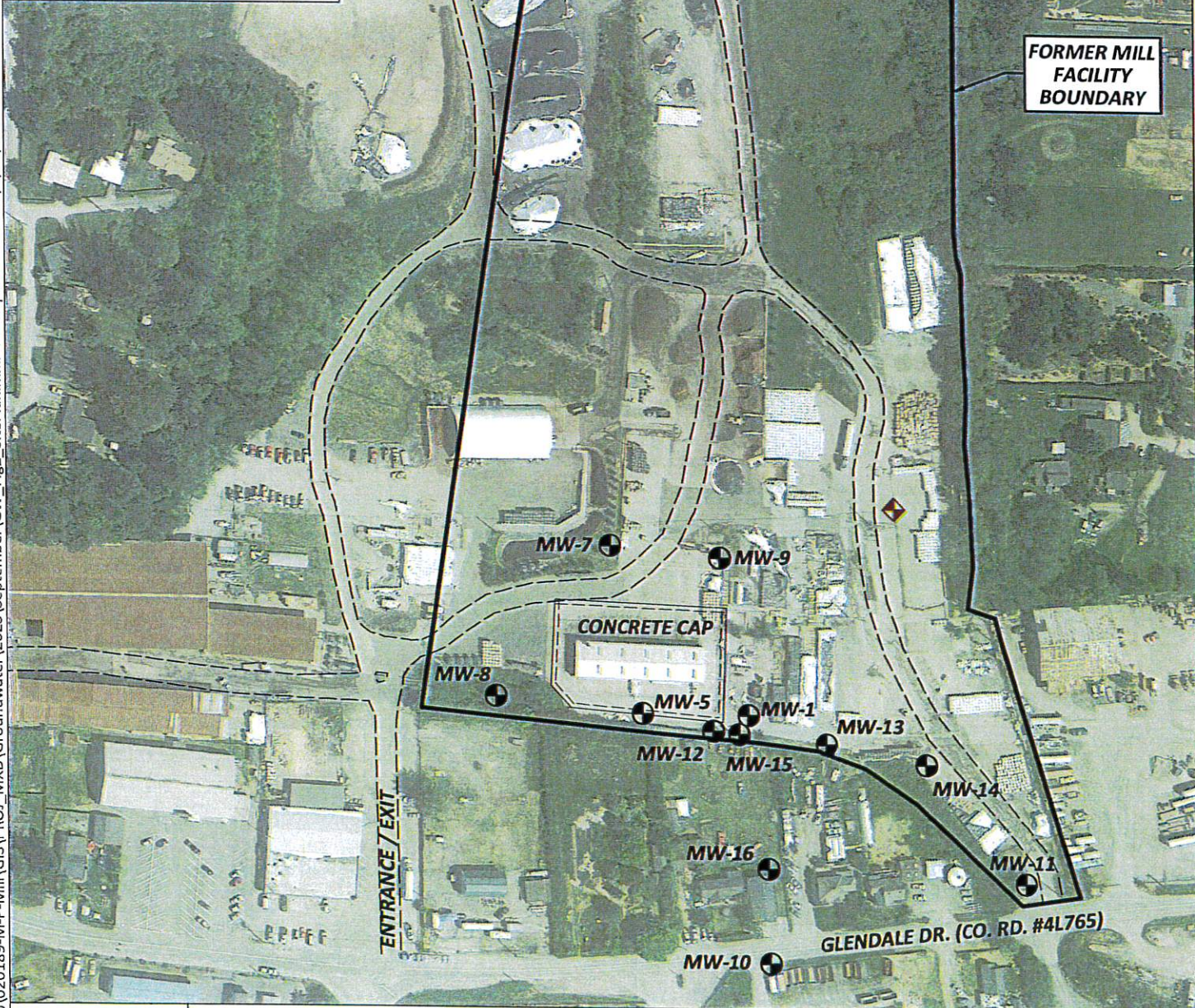
-  PRODUCTION WELL
-  MONITORING WELL
-  FIRE ACCESS ROAD
-  CONCRETE CAP AREA
-  FORMER MILL BOUNDARY



0 200

1" = 200'±

PHOTO SOURCE:  
GE, 2019



FORMER MILL  
FACILITY  
BOUNDARY

MW-7

MW-9

CONCRETE CAP

MW-8

MW-5

MW-1

MW-13

MW-12

MW-15

MW-14

MW-16

MW-11

MW-10

GLENDALE DR. (CO. RD. #4L765)

ENTRANCE / EXIT

P:\Eureka\2020\020189-M-P-Mill\GIS\PROJ\_MXD\Groundwater\2023\September\GW\_Fig2\_SitePlan.mxd USER: pix4d DATE: 10/9/23, 2:30PM



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

Site Plan Figure

2

October 2023 - 020189.030



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

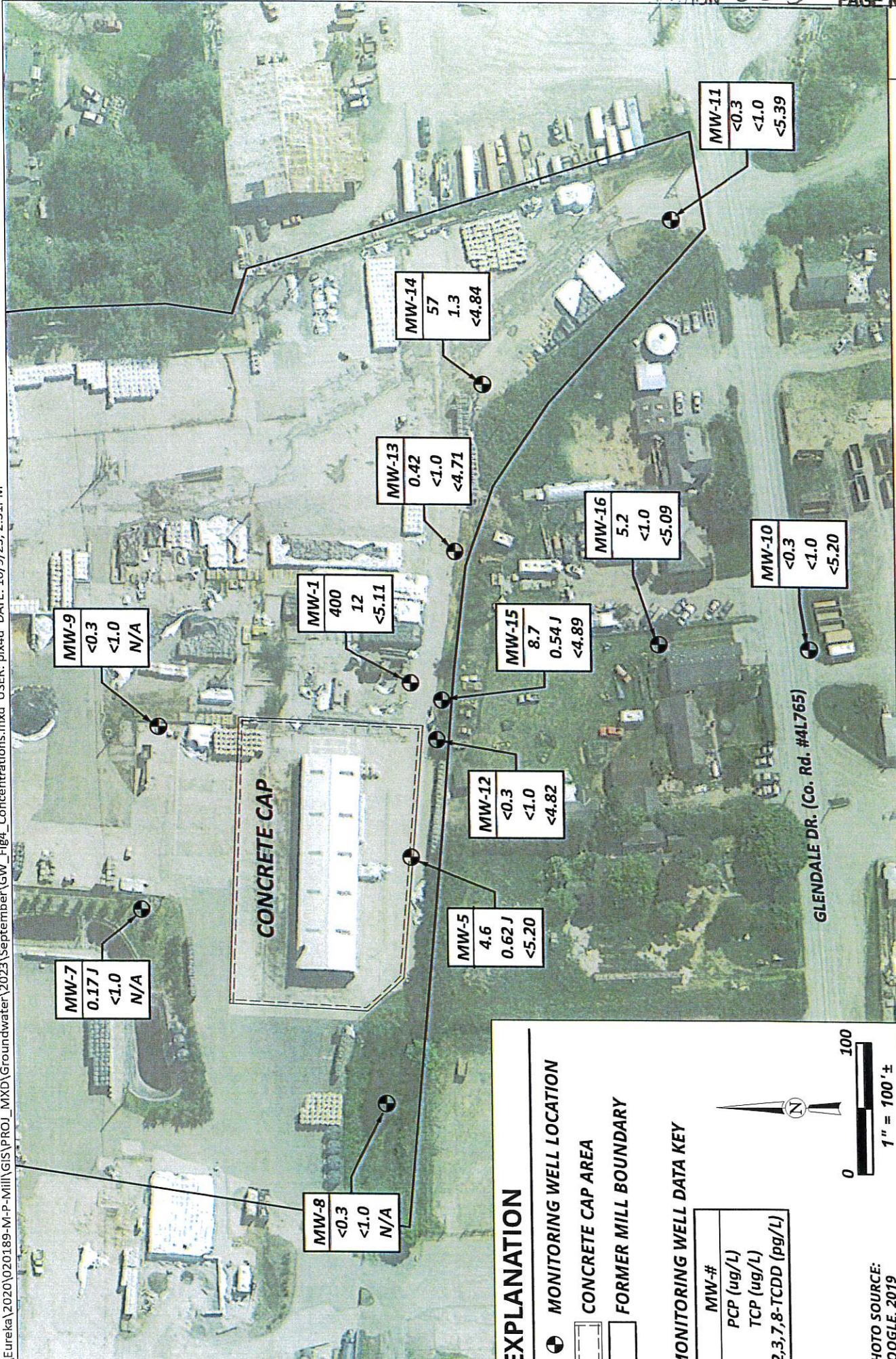


Figure 4  
 Select Groundwater Concentrations  
 August 22, 2023  
 020189.030

**MW-9**  
 <0.3  
 <1.0  
 N/A

**MW-7**  
 0.17 J  
 <1.0  
 N/A

**MW-1**  
 400  
 12  
 <5.11

**MW-13**  
 0.42  
 <1.0  
 <4.71

**MW-14**  
 57  
 1.3  
 <4.84

**MW-11**  
 <0.3  
 <1.0  
 <5.39

**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-8**  
 <0.3  
 <1.0  
 N/A

**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-8	<0.3	<1.0	N/A
MW-9	<0.3	<1.0	N/A
MW-1	400	12	<5.11
MW-5	4.6	0.62 J	<5.20
MW-12	<0.3	<1.0	<4.82
MW-15	8.7	0.54 J	<4.89
MW-16	5.2	<1.0	<5.09
MW-14	57	1.3	<4.84
MW-13	0.42	<1.0	<4.71
MW-11	<0.3	<1.0	<5.39
MW-10	<0.3	<1.0	<5.20

PHOTO SOURCE: GOOGLE, 2019  
 1" = 100' ±

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





**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 µg/L, 1.3 µg/L, and 0.54 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.
- National Geographic Society. (2013). Topographic map Arcata, California. Accessed through ESRI i-cubed January 15, 2021. NR:National Geographic Society.
- Office of Environmental Health Hazard Assessment. (March 13, 2019). "California Public Health Goals." Accessed at: <https://oehha.ca.gov/water/public-health-goals-phgs>
- SHN. (2022). "Site Investigation Report of Findings, Former McNamara and Peepe Lumber Mill, 1619 Glendale Drive, Arcata, California." Eureka, CA:SHN.
- 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





Table 2-3 Groundwater Analytical Results 2015 to 2023													
Well Name	Date	PCP	TCP	Chromium	Hexavalent Chromium	Nitrate	Total Iron	Ferrous Iron	Arsenic	Sulfate	Chloride	TPHD	VOCs (DPE)
	Units			µg/L	µg/L	mg/L		µg/L		mg/L		µg/L	
MW-1	5/13/2015	690 <sup>a</sup>	1.4	--	--	--	--	--	--	--	--	--	--
	5/13/2015 (FD)	560 <sup>a</sup>	12	--	--	--	--	--	--	--	--	--	--
	11/11/2015	610 <sup>a</sup>	120	--	--	--	--	--	--	--	--	--	--
	11/11/2015 (FD)	670 <sup>a</sup>	120	--	--	--	--	--	--	--	--	--	--
	5/23/2016	830 <sup>a</sup>	7.1	--	--	--	--	--	--	--	--	--	--
	5/23/2016 (FD)	1,100 <sup>a</sup>	9	--	--	--	--	--	--	--	--	--	--
	12/14/2016	1.2 <sup>a</sup>	<1.0	<5.0	<5.0	0.99	25	<100	<10	18	19	--	--
	12/14/2016 (FD)	1.2 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
	5/8/2017	570 <sup>a</sup>	8.4	--	--	--	--	--	--	--	--	--	--
	5/8/2017 (FD)	550 <sup>a</sup>	7.9	--	--	--	--	--	--	--	--	--	--
	8/21/2019	1,200 <sup>a</sup>	29	--	<1.0	--	--	--	--	--	--	740 A)	1.7
	3/5/2021	460 <sup>a</sup>	5.6	--	--	--	--	--	--	--	--	--	--
	2/22/2022	920 <sup>a</sup>	9.7	--	--	--	--	--	--	--	--	--	--
	8/23/2022	1300 <sup>a</sup>	<1,000 B9	--	--	--	--	--	--	--	--	--	--
	2/22/2023	0.34 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
8/23/2023	400	12	--	--	--	--	--	--	--	--	--	--	
MW-5	5/13/2015	35 <sup>a</sup>	4.3	--	--	--	--	--	--	--	--	--	--
	11/11/2015	65 <sup>a</sup>	3.3	--	--	--	--	--	--	--	--	--	--
	5/23/2016	56 <sup>a</sup>	1.6	--	--	--	--	--	--	--	--	--	--
	12/14/2016	39 <sup>a</sup>	2.3	<5.0	<5.0	<0.10	330	600	<10	12	45	--	--
	5/8/2017	46 <sup>a</sup>	2.3	--	--	--	--	--	--	--	--	--	--
	8/21/2019	--	--	--	--	--	--	--	--	--	--	--	--
	3/5/2021	18	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2022	19	1.1	--	--	--	--	--	--	--	--	--	--
	8/23/2022	0.63	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023	9.5 <sup>a</sup>	0.65	--	--	--	--	--	--	--	--	--	--
	8/23/2023	4.6	0.62	--	--	--	--	--	--	--	--	--	--
	5/13/2015	0.39	<1.0	--	--	--	--	--	--	--	--	--	--
	11/11/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
5/8/2017	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
8/21/2019	<0.3	<1.0	--	<1.0	--	--	--	--	--	--	<50	<0.5	
3/5/2021	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
2/22/2022	0.26	<1.0	--	--	--	--	--	--	--	--	--	--	
8/23/2022	0.12	<1.0	--	--	--	--	--	--	--	--	--	--	
2/22/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
8/23/2023	0.17	<1.0	--	--	--	--	--	--	--	--	--	--	
MW-8	5/13/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	11/11/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/8/2017	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/21/2019	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	3/5/2021	<0.3	<1.0	--	--	--	--	--	--	--	--	--	<0.5
	2/22/2022	0.13	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/13/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	11/11/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	<0.3	<1.0	<5.0	<5.0	1.1	<15	<100	--	1.9	10	--	--
5/8/2017	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
8/21/2019	<0.3	<1.0	--	--	--	--	--	--	--	--	--	<0.5	
3/5/2021	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
2/22/2022	0.21	<1.0	--	--	--	--	--	--	--	--	--	--	
8/23/2022	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
2/22/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
8/23/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
MW-10	5/13/2015	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	11/11/2015	<0.6	<2.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	<0.3	<1.0	<5.0	<5.0	0.11	58	<100	<10	1.5	0.9%	--	--
	5/8/2017	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/21/2019	<0.3	<1.0	--	<1.0	--	--	--	--	--	--	280 A)	<0.5
	8/21/2019 (FD)	<0.3	<1.0	--	<1.0	--	--	--	--	--	--	210 A)	<0.5
	3/5/2021	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022 (FD)	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2022	0.12	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2022 (FD)	0.26	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022 (FD)	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023 (FD)	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
8/23/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
MW-11	5/13/2015	0.67	<1.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/8/2017	1.9 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
	8/21/2019	<0.3	<1.0	--	--	--	--	--	--	--	--	--	<0.5
	3/5/2021	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2022	0.14	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--
	5/13/2015	51 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
	11/11/2015	51 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
	5/23/2016	120 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
	12/14/2016	46 <sup>a</sup>	<1.0	<5.0	<5.0	0.43	<15	<100	<10	5.4	28	--	--
	5/8/2017	81 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
8/21/2019	110 <sup>a</sup>	1.7	--	--	--	--	--	--	--	--	--	--	
3/5/2021	120 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--	
2/22/2022	120 <sup>a</sup>	0.49	--	--	--	--	--	--	--	--	--	--	
8/23/2022	130 <sup>a</sup>	<100 B9	--	--	--	--	--	--	--	--	--	--	
2/22/2023	9.4 <sup>a</sup>	0.61	--	--	--	--	--	--	--	--	--	--	
8/23/2023	<0.3	<1.0	--	--	--	--	--	--	--	--	--	--	
MW-13	2/22/2022	0.27	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2022	0.77	<1.0	--	--	--	--	--	--	--	--	--	--
	2/22/2023	0.17	<1.0	--	--	--	--	--	--	--	--	--	--
	8/23/2023	0.42	<1.0	--	--	--	--	--	--	--	--	--	--
MW-14	2/22/2022	85 <sup>a</sup>	1.7	--	--	--	--	--	--	--	--	--	--
	8/23/2022	84 <sup>a</sup>	<10 B9	--	--	--	--	--	--	--	--	--	--
	2/22/2023	48 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--
8/23/2023	57 <sup>a</sup>	1.3	--	--	--	--	--	--	--	--	--	--	
MW-15	8/23/2023	8.7 <sup>a</sup>	0.54	--	--	--	--	--	--	--	--	--	--
MW-16	8/23/2023	5.2 <sup>a</sup>	<1.0	--	--	--	--	--	--	--	--	--	--







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



**EXPLANATION**

- SOIL BORING
- ▭ CONCRETE CAP AREA

1" = 50' ±  
 PHOTO SOURCE: GOOGLE, 2019

**CAP Area Soil Boring Locations**      **Figure 3**

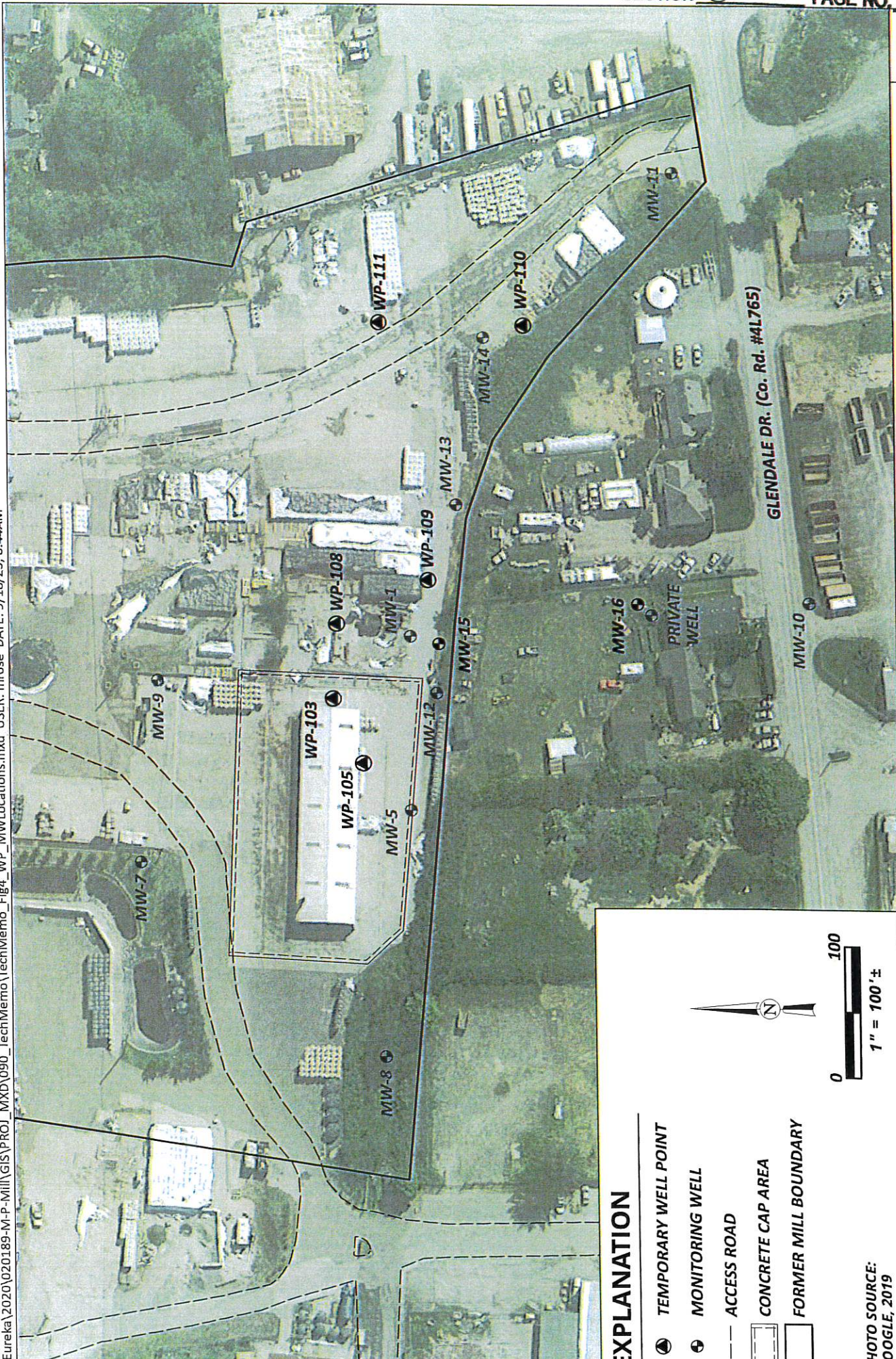
Former McNamara & Peepe Lumber Mill  
 Technical Memo  
 1619 Glendale Drive, Arcata, California

May 2024 - 020189.090





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



**EXPLANATION**

- TEMPORARY WELL POINT
- MONITORING WELL
- ACCESS ROAD
- ▭ CONCRETE CAP AREA
- ▭ FORMER MILL BOUNDARY

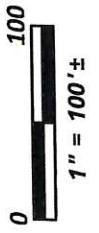


PHOTO SOURCE:  
GOOGLE, 2019

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







Well Point and Monitoring Well Locations







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**EXPLANATION**

-  MONITORING WELL
-  SOIL BORING
-  CROSS SECTION
-  FIRE ACCESS ROAD
-  CONCRETE CAP AREA
-  FORMER MILL BOUNDARY


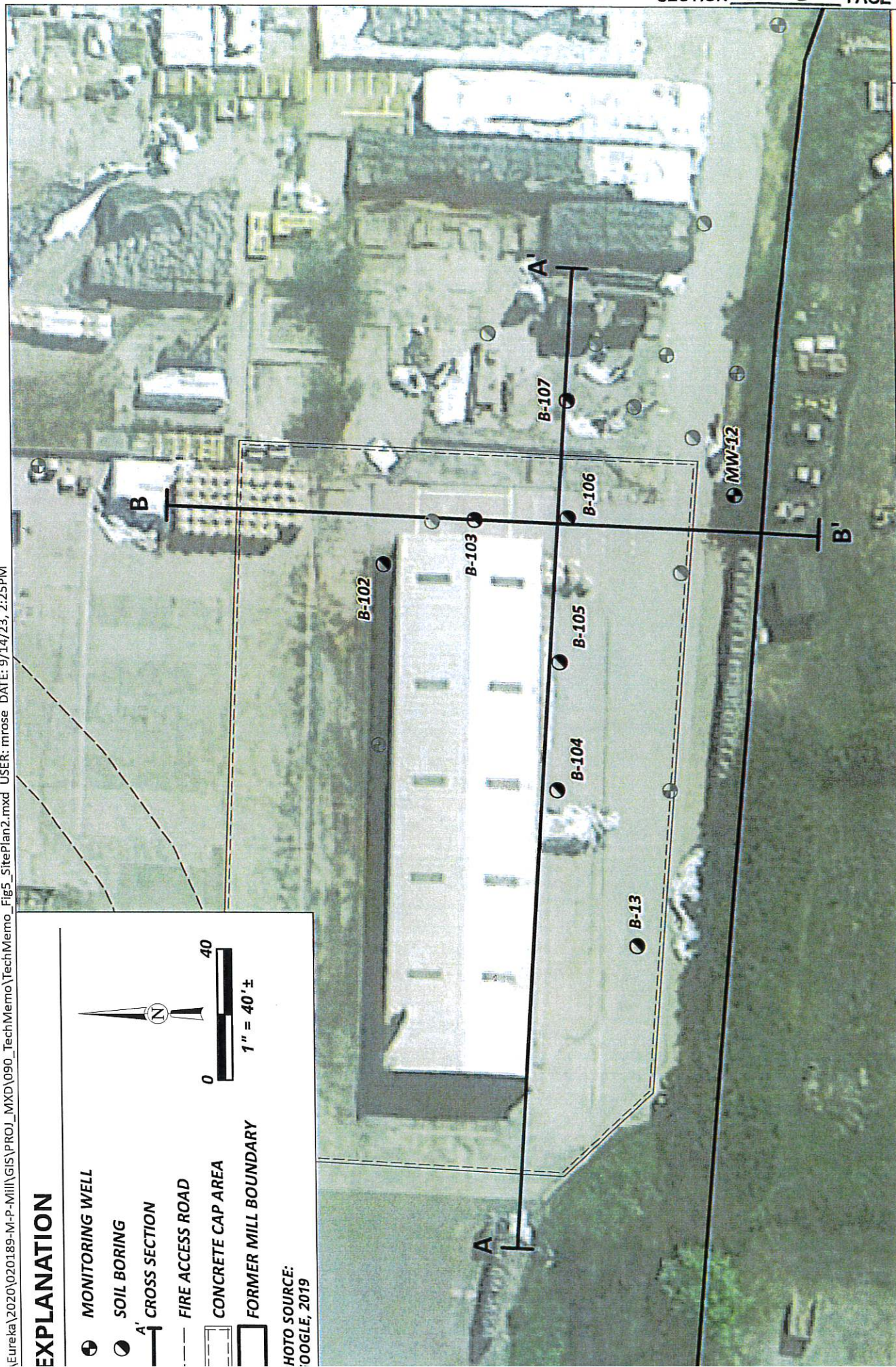
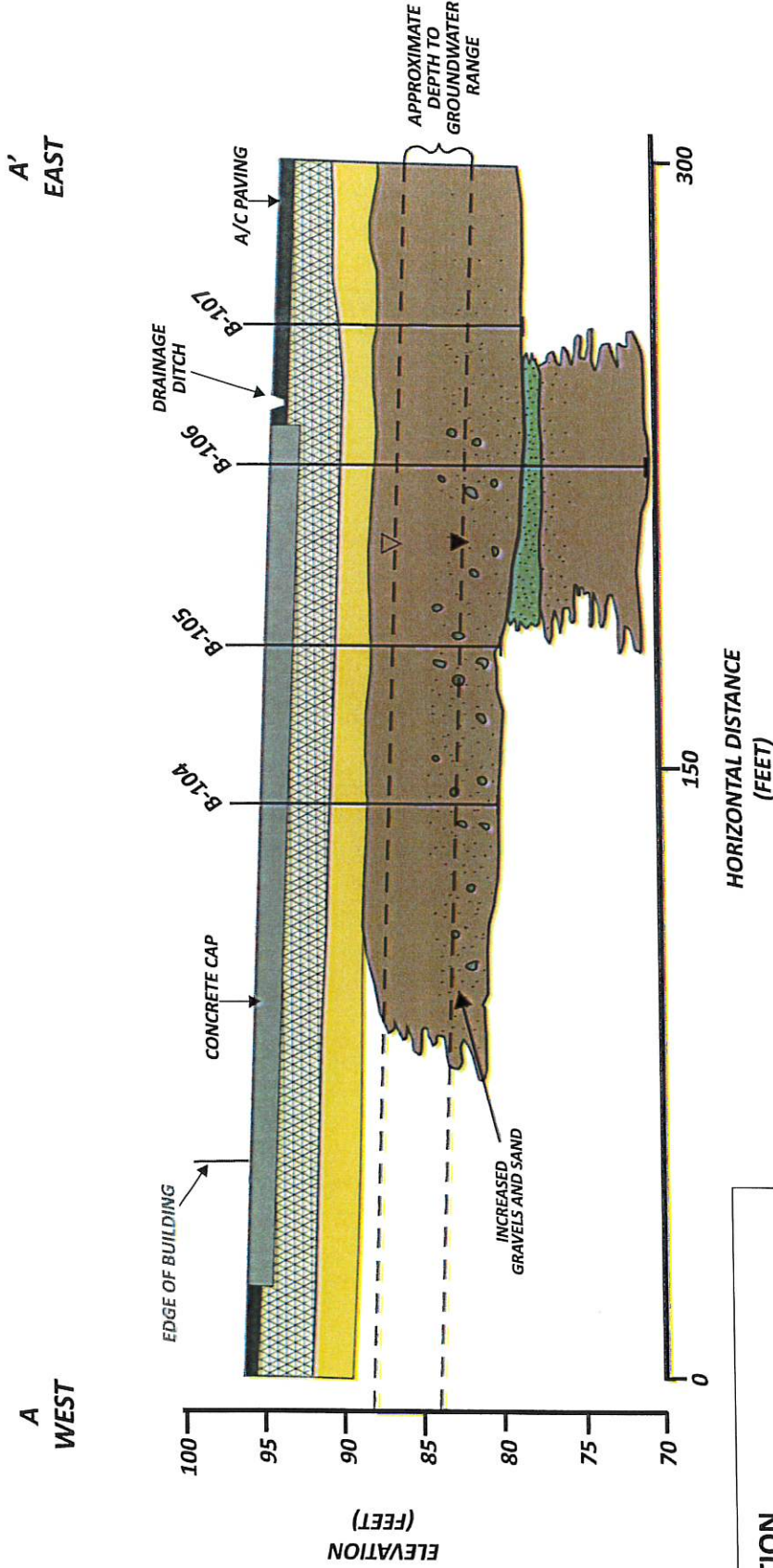


PHOTO SOURCE:  
 GOOGLE, 2019





### 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

Figure **6**  
Geologic Cross Section A-A'  
September 2023- 020189.090

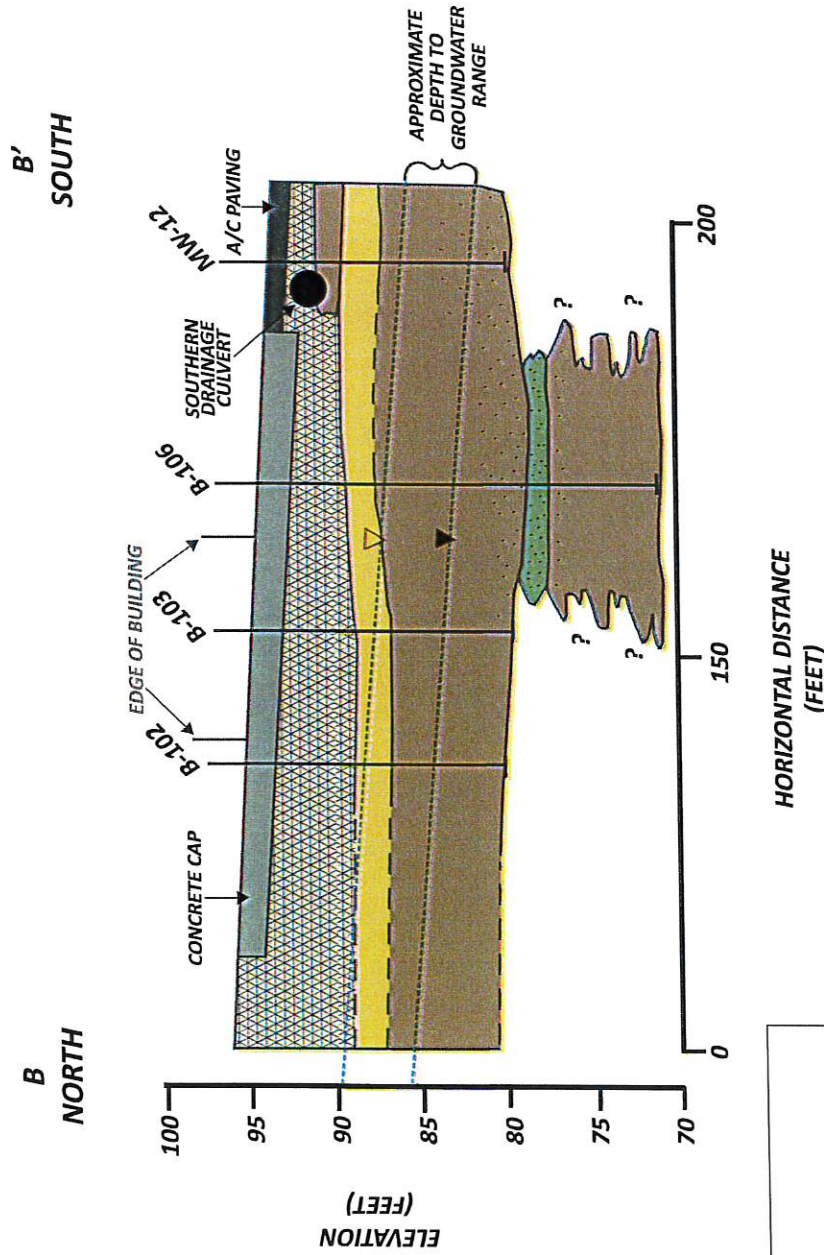
Former McNamara & Peepe Lumber Mill  
Technical Memo  
1619 Glendale Drive, Arcata, California





\\eureka\Projects\2020\020189-M-P-Mill\GIS\FIGURES\090TechMemo\Fig6\_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

Date: September 12, 2024

From: John Friedenbach / Dale Davidsen

RE: Additional Project Budget Item - 2MW Generator Integration with Tesla Battery Backup System

---

**Discussion**

Staff would like to add a new project to the FY 24/25 budget. This budget item will be for the professional services of Schatz Energy Research Center to design and test controls to allow the Essex Tesla Megapack (BESS) to enter grid-forming mode in the case of utility dropout, and to work in coordination with the generator in the case of a longer outage. The new project cost is anticipated to be \$37,576.

Staff is initially proposing that this project be funded from general reserves. During the year end budget reallocation process, staff will evaluate the potential to fund this project through the reallocation process. As an alternative funding source, staff has been approached by Participate Energy (PE) and TESLA to share in the Federal Investment Tax Credit available under the Federal Battery Incentives. If our application to the IRS for these incentives is approved, the District would receive \$78,500 for the TRF battery system and \$182,881 for the Essex battery system. In addition, PE has offered an additional amount of money to offset the cost of the Schatz Energy project. Staff is currently in negotiations with PE for this item.

**Recommendation**

Staff recommends approval of professional services contract in the amount of \$37,576 with Schatz Energy Research Center to design and test controls to allow the BESS to enter grid-forming mode in the case of utility dropout, and then work in coordination with the generator in the case of a longer outage.

Staff further recommends using general reserve funds for this project initially until the FY25 Project Budget Reallocation occurs at the end of the fiscal year, where any unused Project Budget funds will be identified for possible use on this project. If successful in the ITC negotiations with PE, staff proposes using a portion of those funds to pay for this project rather than the Project Budget Reallocation.





**Scope of Work  
Tesla BESS+Generator Controls  
Humboldt Bay Municipal Water District  
July 11, 2024**

**Introduction**

Humboldt Bay Municipal Water District (HBMWD) procured a Tesla Megapack (BESS) to provide back-up power in the case of utility dropout. It is not performing as it should, meaning HBMWD must rely on a back-up generator for power. HBMWD is requesting Schatz design and test controls to allow the BESS to enter grid-forming mode in the case of utility dropout, and then work in coordination with the generator in the case of a longer outage.

**Scope of Work**

This section describes the work that will be completed if the project is funded.

**Task 1: BESS functioning in island mode**

Schatz will develop a control scheme to configure the BESS to initiate automatic islanding on loss of utility power, and delay connection of the existing diesel generator while the BESS is energizing the site. If and when the BESS is unable to continue energizing the site, the BESS will be disabled and after a momentary outage the diesel back-up generator will be connected to continue providing power. If desired, Task 2 describes work that could be completed to provide a "bumpless" transfer to avoid this momentary outage.

Schatz will implement the above control scheme using a Schweitzer RTAC (PLC) to send appropriate signals to the Tesla Megapack Controller and existing SEL-700G Primary Relay, and will develop and implement modifications to the relay settings as needed to accommodate this added functionality. Schatz will procure the necessary PLC.

Once deployed, Schatz will provide support to HBMWD and Tesla in testing this control scheme on the live system (up to three days).

Schatz shall not be responsible for submitting any necessary paperwork to PG&E regarding interconnection of new generation sources, protection setting changes, or other required modifications to existing PG&E agreements.

*Note that initial review of the load data provided by HBMWD indicates that the newly installed BESS will be capable of energizing the site when at most 1-2 of the main pumps are operating, and is unlikely to be able to energize the site if additional pumps are in operation. It is also unclear whether the BESS will be capable of supporting the startup*

*power requirements of any of the main pumps, which may preclude both starting pumps when only the BESS is energizing the site, and of the BESS blackstarting the site if a transition to island requires re-energizing the site after PG&E disruption.*

Deliverables include:

- Documentation of the planned method of operation and implementation
- SEL RTAC code implementing the control functionality described
- SEL-700G settings modified to accommodate the new functionality

**Task 2: Additional coordination with generator to ensure a smoother transition (optional)**

This task is optional if the District wants a “bumpless” transfer when the battery becomes depleted during islanded operations. Upon receipt of the notice to proceed with this task, the Schatz Center will conduct additional research and design, and will develop software and relay settings as necessary to support a “bumpless” synchronized transfer from the BESS to the diesel generator, if feasible with the existing hardware.

*Note that the limits on the capability of the BESS to support more than 1-2 main pumps, and to support the startup of pumps, will still be present if this task is added.*

Deliverables include:

- Documentation of the planned method of operation and implementation
- SEL RTAC code implementing the additional bumpless transfer functionality
- SEL-700G settings modified to accommodate the bumpless transfer functionality

**Compensation**

The Schatz Center will perform the Task 1 services described above on a time and materials basis for the not to exceed amount of \$25,753. At the District's discretion, the Schatz Center will complete the Task 2 services described above for an additional amount of \$11,823. Time will be billed at the following rates:

Classification	FY24 7/1/24-6/30/25
Director	\$213
Operations Director, Principal Engineer, Principal Analyst, Principal Scientist, Faculty Scientist, Faculty Research Associate	\$152
Senior Research Engineer, Senior Research Analyst, Senior Research Scientist, Senior Development Manager	\$137
Research Engineer, Research Analyst, Research Scientist, Project Manager, Communications Specialist	\$124
Engineering Technician, Research Assistant, Office Manager	\$76

Administrative Assistant	\$61
Student Assistant	\$46

**Schedule**

The period of performance is anticipated to be October 1, 2024 through November 30, 2024.



**ENGINEERING**



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)  
Website: [www.hbmwd.com](http://www.hbmwd.com)

BOARD OF DIRECTORS  
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MICHELLE FULLER, VICE-PRESIDENT  
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SHERI WOO, DIRECTOR

GENERAL MANAGER  
JOHN FRIEDENBACH

August 19, 2024

VIA EMAIL: [Nicole.Kluenkler@CalOES.ca.gov](mailto:Nicole.Kluenkler@CalOES.ca.gov)  
Nicole Kluenkler, Hazard Mitigation Grants Specialist  
California Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655-4203

Re: **FEMA-4344-DR-CA, Project #PJ0040, FIPS #023-91000**  
**Second Budget Increase Request for Phase Two**  
**Humboldt Bay Municipal Water District – Reservoirs Seismic Retrofit**

Dear Ms. Kluenkler:

The Humboldt Bay Municipal Water District (HBMWD) respectfully requests an increase in the grant budget for Phase Two of the Reservoirs Seismic Retrofit Project in an amount of \$1,505,462 (75% share of the budget increase is \$1,129,096) for the reasons outlined below.

### Reasons for Increase

The budget for Phase Two of this project was originally developed as a part of the grant application effort that was completed in 2018. While every reasonable effort is made in preparation of grant applications to provide an accurate estimate of project costs, it is difficult to accurately estimate costs prior to the project's competitive construction bid process. The competitive bid process for construction was initiated on and closed on June 5, 2024. There were four construction bids received that ranged from \$7,067,614 to \$9,593,311.

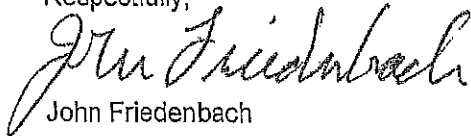
As reflected in the attached revised construction cost, the actual construction cost for the project has increased to \$7,030,009 from the previous \$4,853,190. A total increase of \$2,176,819. More detail on justification for the cost increases has been provided in the attached revised actual cost narrative dated 8/19/2024.

A revised Benefit Cost Analysis (BCA) was not performed, and was deemed unnecessary by CalOES/FEMA as the previous Benefit Cost Ratio (BCR) was 1.59. A revised match commitment letter noting HBMWD's updated 25% match based on the revised funding available (\$ 1,129,096 within the disaster DR 4344) is attached. Should additional funding become available under DR-4344, our District

requests consideration of additional funding from FEMA to reduce the \$2,176,819 funding shortfall for this project.

We appreciate your assistance processing our budget increase request. Please do not hesitate to contact us if you have any questions or require any additional information.

Respectfully,



John Friedenbach  
General Manager

Encl. Cost Estimate Spreadsheet – Revised 08/19/2024  
Cost Estimate Narrative – Revised 08/19/2024  
Match Commitment Letter – Revised 07/11/2024



### HMGP Cost Estimate Spreadsheet

DATE	JURISDICTION NAME	DISASTER & PROJECT OR PLANNING #	PROJECT OR PLANNING TITLE		
8/19/2024	Humboldt Bay Municipal Water District	DR-4344-0040	HBMWD Reservoirs Seismic Retrofit		
#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
<b>Pre-Award Costs:</b>					
1	Grant Application	150	HR	\$ 140	\$ 21,000
<b>Phase 1 Costs:</b>					
2	Preliminary Engineering Design	800	HR	\$ 140	\$ 112,000
3	NEPA Studies	800	HR	\$ 140	\$ 112,000
4	Geotechnical Investigation	600	HR	\$ 140	\$ 84,000
<b>Phase 2 Costs:</b>					
5	Final Engineering Design	1100	HR	\$ 145	\$ 159,500
6	CEQA NOE and Coastal Development Permit	150	HR	\$ 140	\$ 21,000
7	Construction Management	2700	HR	\$ 140	\$ 378,000
8	Mobilization/Demobilization	1	EA	\$ 409,000	\$ 409,000
9	Demolition and Disposal of Tank Roof and Beams	1	EA	\$ 230,000	\$ 230,000
10	Demolition and disposal of Tank Ladder System	1	EA	\$ 39,000	\$ 39,000
11	Miscellaneous Demolition and Disposal	1	EA	\$ 171,917	\$ 171,917
12	Roof Replacement	1	EA	\$ 1,516,452	\$ 1,516,452
13	Ladder/Platform Replacement	1	EA	\$ 78,000	\$ 78,000
14	Seismic Coupler Retrofits	1	EA	\$ 680,801	\$ 680,801
15	Reinforced Concrete (Tank Foundations and Confinement Ring)	1	EA	\$ 603,750	\$ 603,750
16	Helical Anchors	1	EA	\$ 800,000	\$ 800,000
17	Miscellaneous Steel Work (Relocations, Extensions)	1	EA	\$ 343,833	\$ 343,833
18	Miscellaneous Tank, Piping, Conduit and Controls Modifications	1	EA	\$ 114,750	\$ 114,750
19	Miscellaneous Earthwork and Retaining Wall/Fencing	1	EA	N/A	N/A
20	Tank Preparation and Painting	1	EA	\$ 1,934,156	\$ 1,934,156
21	Tank Disinfection and Disposal of Disinfection Water	1	EA	\$ 13,100	\$ 13,100
22	Asphalt and Surface Restoration	1	EA	\$ 71,438	\$ 71,438
23	Miscellaneous Items, Seeding, Site Cleanup	1	EA	\$ 23,813	\$ 23,813
24					
25					\$ 7,030,009
26					
27					
28					
29					
30					
<b>Total Project Cost Estimate:</b>					<b>\$ 7,917,509</b>

construction costs

## HBMWD Reservoirs Seismic Retrofit Actual Cost Narrative – Revised 08/19/2024

The Pre-Award Costs and Phase 1 effort has been completed and the Project is currently in Phase 2. The effort associated with the Pre-Award costs and Phase One costs has been funded completed, thus the narrative below is focused on the Phase 2 work and the competitively bid construction costs. Line item reference numbers correspond to the line item numbers contained in the attached revised budget spreadsheet. The costs in the revised budget are the actual competitively bid lowest construction costs.

### PHASE 2 COSTS

**Spreadsheet  
Line  
Item #**

#### **5. Final Engineering Design**

The level of effort for final engineering design was based on the hours of effort anticipated to be required after completing the 60% level of completion scoped to be achieved in Phase 1. The cost for final engineering is 3.3% of the overall construction cost, which is considered a reasonable estimate given that 60% design has been completed. This work includes finalization of the plans and specifications for the project; preparing the bid package; and contracting documents. All work will be completed by a private consulting engineering firm selected by a competitive qualifications-based process in accordance with Federal procurement requirements. This task has been completed.

#### **6. CEQA NOE and Coastal Development Permit**

The budget for this task is unchanged from the previously approved grant budget.

This task includes the development, submission, and filing of California Environmental Quality Act Categorical Exemption and Notice of Exemption, as well as the development of a Coastal Development Permit for the work that will occur in the California Coastal Zone for the Samoa Peninsula reservoir. The combined fee for these items has been approximately \$21,000 for similar projects. All work will be completed by a private consulting engineering firm selected by a competitive qualifications-based process in accordance with Federal procurement requirements.

#### **7. Construction Management**

Construction management was estimated by determining an estimate of hours of effort that will be required for managing construction of the three separate tanks for this project. The estimated cost provided is approximately 5% of the construction cost, which is in line with what would be expected. This includes overseeing the bidding process; contract award; all construction management; engineering daily inspections; contract change orders; invoice review; development of as-built drawings; and all other work required to oversee and manage the construction of the reservoir retrofits. All work will be completed by a private consulting engineering firm selected by a competitive qualifications-based process in accordance with Federal procurement requirements.

#### **8. Mobilization/Demobilization**

This line item includes anticipated contractor bonding and insurance, mobilization of equipment to the sites, costs to prepare the project sites for construction, and final site cleanup and demobilization of equipment. The cost is based on actual competitive lowest bid.

**9. Demolition and Disposal of Tank Roof and Beams**

The project includes demolition and disposal of the tank roof and beams for the Korblex 2-MG Domestic Tank and Samoa 1-MG Industrial Tank. The cost is based on actual competitive lowest bid.

**10. Demolition and Disposal of Tank Ladder System**

This line item includes demolition and disposal of tank ladder systems for the three tank sites. The cost is based on actual competitive lowest bid.

**11. Miscellaneous Demolition and Disposal**

This line item includes demolition and disposal of miscellaneous items not specifically covered under other tasks. Costs were based on actual competitive lowest bid.

**12. Roof Replacement**

The cost for this line item is for the roof replacement for the Korblex 2-MG Domestic Tank and Samoa 1-MG Industrial Tank. Costs were based on actual competitive lowest bid.

**13. Ladder/Platform Replacement**

The cost for this line item covers all labor, materials, and equipment, and other expenses to install new OSHA compliant ladders and platforms to all three tanks. The cost is based on actual competitive lowest bid.

**14. Seismic Coupler Retrofits**

The cost for this line item is for the seismic couplers that provide additional isolation of the yard piping from the tank to mitigate the potential effects of settlement that would result from a seismic event. The cost is based on actual competitive lowest bid.

**15. Reinforced Concrete (Tank Foundations and Confinement Ring)**

This line item covers the cost for the foundation retrofit and construction of the confinement rings. The cost presented is based on actual competitive lowest bid.

**16. Helical Anchors**

This line item includes the installation of helical anchors for the Korblex 1-MG Domestic Tank and the Samoa 1-MG Industrial tank as part of the structural modifications to bring the tanks up to current seismic standards. The cost is based on actual competitive lowest bid.

**17. Miscellaneous Steel Work (Relocations, Extensions)**

The cost for this item is for the miscellaneous steel work not covered under other tasks to extend and relocate the piping as shown on the plans to extend it past the structural retrofit confinement ring to ensure exterior tank features are still accessible and usable after the retrofit. The cost is based on actual competitive lowest bid.

**18. Miscellaneous Tank Piping, Conduit, and Controls Modifications**

This line item covers tank piping, conduit, and controls modifications necessary as designated by the 100% design plans and specifications. The cost presented is based on actual competitive lowest bid.

**19. Miscellaneous Earthwork and Retaining Wall and Fencing**

This line item covered the cost for installing a minor retaining wall, fencing, and the associated earthwork for the Korblex 1-MG domestic Tank site to accommodate the tank retrofits. The Phase 1 60% plans structural modifications to the tank expand the tank footprint and push the access ladder out further and hence the tank perimeter access road needs to be moved, which impacts fencing and an embankment and a minor retaining wall is required and fencing needs to be modified. The cost has been removed based on the final design changes included in the 100% plans.



**20. Tank Preparation and Painting**

After the structural retrofits have been completed, the tanks need to be prepped and painted for protection. It was assumed only half of the 1-MG Korblex tank would require painting as the tank was painted after the roof was replaced in 2017. The cost is based on actual competitive lowest bid.

**21. Tank Disinfection and Disposal of Disinfection Water**

This line item includes the disinfection of the tanks with a chlorine solution in accordance with the American Water Works Association standard and proper disposal of the residual disinfection water. The cost is based on actual competitive lowest bid.

**22. Asphalt and Surface Restoration**

This line item covers all labor, materials, equipment, and other expenses to restore and improve asphalt and surfaces to pre-existing conditions. The cost is based on actual competitive lowest bid.

**23. Miscellaneous Items, Seeding, Site Cleanup**

The cost for this line item is for the miscellaneous items, seeding, and site cleanup for the three tank sites. The cost is based on actual competitive lowest bid.



# HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 Seventh Street • Eureka, California 95501-1114  
PO Box 95 • Eureka, California 95502-0095  
Office 707-443-5018 Essex 707-822-2918  
Fax 707-443-5731 707-822-8245  
EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)  
Website: [www.hbrwd.com](http://www.hbrwd.com)

BOARD OF DIRECTORS  
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SHERI WOO, DIRECTOR

GENERAL MANAGER  
JOHN FRIEDENBACH

July 11, 2024

Nicole Kluenkler, Grant Specialist – Coastal Unit  
Hazard Mitigation Assistance Branch  
California Governor’s Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95656

**RE: Reservoirs Seismic Retrofit Project Match Commitment Letter – Revised July 11, 2024**  
**HMGP # 4344-PJ0040**

Dear Nicole,

As part of the Hazard Mitigation Grant Program process, a local funding match is required. This letter serves as Humboldt Bay Municipal Water District’s commitment to meet the matching fund requirements for the updated funding request for our Reservoirs Seismic Retrofit Project under the Hazard Mitigation Grant Program.

**Name of funding source:** Municipal customer rate payers.

**Funding type:** Wholesale water rates.

The local matching fund requirement is \$1,811,539 (1,435,173 + 376,366) and is available as of June 13, 2024.

If additional federal funds are requested, an additional local match fund commitment letter is required to be submitted.

If you have any questions, please do not hesitate to contact us.

Sincerely,

John Friedenbach  
General Manager



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 Seventh Street • Eureka, California 95501-1114

PO Box 95 • Eureka, California 95502-0095

Office 707-443-5018 Essex 707-822-2918

Fax 707-443-5731 707-822-8245

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

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

### BOARD OF DIRECTORS

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DAVID LINDBERG, VICE PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

SHERI WOO, DIRECTOR

TOM WHEELER, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

August 29, 2024

**VIA EMAIL:** [Nicole.Kluenker@CalOES.ca.gov](mailto:Nicole.Kluenker@CalOES.ca.gov)  
 Nicole Kluenker, Hazard Mitigation Grants Specialist  
 California Office of Emergency Services  
 3650 Schriever Avenue  
 Mather, CA 95655-4203

**Re: FEMA-4344-DR-CA, Project #PJ0040, FIPS #023-91000**  
**Scope of Work Revision – August 2024**  
**Humboldt Bay Municipal Water District – Reservoirs Seismic Retrofit**

Dear Ms. Kluenker:

The Humboldt Bay Municipal Water District (HBMWD or District) respectfully requests a scope of work (SOW) revision for the Samoa tank that is part of the Reservoirs Seismic Retrofit Project.

The District has completed final engineering design for the seismic retrofit of all three of the project tanks and associated appurtenances at the Korblex (2 tanks) and Samoa (1 tank) sites. The projects have been competitively bid, construction contracts have been awarded, and the Notice to Proceed has been issued to the contractor for the construction work at each tank site.

Rather than retrofit the existing Samoa tank as designed, the contractor has proposed a value added engineering option to demolish the existing tank and install a completely new tank at Samoa as a part of the greater site retrofit. An additional cost of \$50,000 beyond the contractor's base bid amount has been proposed. The SOW for each tank at the Korblex site remains the same in concept as what has been previously approved and will proceed as planned without a change in scope of work.

A revised SOW for the Samoa tank that provides more detail on the changes is attached.

### **Demonstration that the change in scope is consistent with intent of HMGP program**

The intent of the HMGP program is to mitigate hazards in a manner such that the benefits of the mitigation outweigh the costs. The subject project mitigates the hazard of an earthquake by bringing HBMWD's tanks up to current seismic code, thereby minimizing the chances of significant water service interruptions that could result from a code-level seismic event. The proposed new Samoa tank would be designed to meet the same seismic code as the designed retrofit. Additionally, a new tank would have a longer project life than the retrofit design (see next section). As discussed in the budget section below, the Benefit-Cost Ratio (BCR) for the project remains above 1.0, meaning that the benefits of the mitigation continue to outweigh the costs. Consequently, the new tank proposal would also be consistent with the intent of the HMGP program.



**Explain and justify the need for the scope change**

The installation of a new tank at Samoa would be expected to have a project life of approximately 70 years or more, which is greater than the 50-year-life span anticipated for the retrofit. Therefore, a new tank would provide additional benefits and more value to the project at minimal incremental cost. The District is capable of and willing to pay the additional incremental cost.

**Address whether or not the change in scope changes the schedule**

The change in scope could be completed within the same schedule as the retrofit work provided that timely approval of the SOW change is provided by Cal OES / FEMA. However, if a prompt response is not received, the contractor will not be able to proceed with the work according to the schedule that is currently in place, and an extension would likely be required beyond the current SOW completion date of June 7, 2025.

**Address whether or not the change in scope changes the budget**

The change in scope would require an additional \$50,000 for construction and an additional \$500 for revising the Coastal Development Permit for the project (\$50,500 total). Per the revised BCA submitted with the November 22, 2021 budget increase request, the project benefits are \$9,100,709. The total project cost per the revised cost estimate spreadsheet included with the August 19, 2024 budget increase request letter was \$7,917,509. Adding \$50,500 incremental cost for the new tank brings the total project cost to \$7,968,009. Using this total cost in conjunction with the previously established project benefits value of \$9,100,709 yields a revised BCR of 1.14, which remains above the 1.0 required project ratio.

The District is capable of and willing to pay the additional incremental cost. As demonstrated in our budget increase request dated August 19, 2024, the cost of the project exceeds the grant funding. Consequently, the District will be funding 100% of any additional costs.

**Address potential for additional Environmental and Historic Preservation (EHP) review**

As discussed in more detail in the attached revised SOW, there would be less of a disturbance footprint with the construction of a new Samoa tank than what would result from the designed retrofit. Additionally, the equipment required for transporting materials to the site, demolishing the existing tank, and constructing a new tank would be the same as the equipment required for the originally designed retrofit and new roof for the Samoa tank. Given the reduced disturbance footprint and equivalent construction equipment, the EHP review that has already occurred should also suffice for the proposed new tank without further EHP review being required.

We appreciate your assistance processing our SOW revision request as promptly as possible given the short performance period required under the grant. Please do not hesitate to contact us if you have any questions or require any additional information.

Respectfully,



John Friedenbach  
General Manager

Cc: Nathan Stevens, GHD

Encl. Scope of Work – Revised August 29, 2024



## HBMWD Reservoirs Seismic Retrofit Scope of Work – Revised August 29, 2024

The mitigation goals and objectives of this project are to seismically retrofit the District's three water reservoirs and associated appurtenances to bring them up to current code to help to ensure continued delivery of water after a seismic event. The seismic retrofit is being accomplished with a two-phased approach. Phase One of the project as presented in the originally approved Scope of Work (SOW) submitted in June 2019 is complete. The Phase Two work presented in the June 2019 SOW has been completed except for construction and project closeout.

The Phase One submittal included 60% engineering design drawings that were reviewed by Cal OES / FEMA and completed the Environmental and Historic Preservation (EHP) process. To date, no significant changes in the design/construction concept deviating from the approved 60% design are proposed for the two Korblex tanks. Only a change to the Samoa 1 MG tank's SOW is being proposed.

The originally approved 60% design for the Samoa tank included installation of a new 4'-9" tall concrete ring surrounding the existing foundation that would extend 3'-0" beyond the existing tank steel shell to provide additional tank overturning resistance in the event of a seismic event and allow for the installation of helical anchors around the perimeter of the tank that would further resist tank overturning forces. This tank retrofit design was slightly modified for the final engineering design in a manner that was more cost effective to construct and required less ground disturbance. The initial 60% and the final engineering designs of the Samoa tank also included a new roof to resist a code-level seismic sloshing wave.

Rather than retrofitting the Samoa tank as designed, this revised Samoa tank SOW includes construction of a new 70-foot diameter tank, which is the same diameter as the existing tank. The construction of the proposed new tank would require demolishing the existing tank, installing a new 5'-9" wide by 4'-0" deep concrete perimeter foundation, and installing a new welded steel tank.

The footprint of the new tank steel shell would coincide with the 70-foot-diameter footprint of the existing tank shell. The majority of the concrete foundation (43 inches) would be within the footprint of the tank shell, while 26 inches of the concrete foundation would extend beyond the footprint of the tank shell. This means that with the proposed new tank, there would be a smaller disturbance footprint than there would be under the retrofit design used to complete the FEMA EHP process, as the retrofit design required 36 inches of concrete extending beyond the footprint of the tank shell.

Under this revised Samoa tank SOW, there are no other significant changes in concept from the 60% design drawings that were approved by Cal OES / FEMA and used for the EHP process.

**John Friedenbach**

---

**From:** Klunker, Nicole@CalOES <Nicole.Klunker@CalOES.ca.gov>  
**Sent:** Friday, August 30, 2024 2:04 PM  
**To:** John Friedenbach  
**Cc:** 'Nathan Stevens'  
**Subject:** RE: DR4344-PJ0040 SOW Change - Samoa Tank

Hi John,

Unfortunately we aren't able to communicate that to FEMA. They will complete their review in their own time. I'll let you know if anything changes on that front or if I get any updates.

Sincerely,

**Nicole Klunker**

Grant Specialist – Coastal Unit  
Hazard Mitigation Grants Division  
Recovery - Hazard Mitigation Assistance Branch  
**California Governor's Office of Emergency Services**



Phone/ Cell: 916.879.1195

[Nicole.Klunker@caloes.ca.gov](mailto:Nicole.Klunker@caloes.ca.gov)

[Hazard Mitigation | California Governor's Office of Emergency Management](#)

---

**From:** John Friedenbach <friedenbach@hbmwd.com>  
**Sent:** Friday, August 30, 2024 11:41 AM  
**To:** Klunker, Nicole@CalOES <Nicole.Klunker@CalOES.ca.gov>  
**Cc:** 'Nathan Stevens' <Nathan.Stevens@ghd.com>  
**Subject:** RE: DR4344-PJ0040 SOW Change - Samoa Tank

**This Message is From an External Sender**  
This message came from outside your organization.

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Hi Nicole,

Yes, I realize that you have no control over FEMA.

I would ask that you and/or your supervisor communicate to FEMA the timeline for the POP and that construction, in either case (retrofit or new tank) will take at least 8-9 months and an expedited review would be in everyone's best interest if we want the project to be completed.

Thank you,  
John



---

**From:** Kluenker, Nicole@CalOES <Nicole.Kluenker@CalOES.ca.gov>  
**Sent:** Friday, August 30, 2024 11:35 AM  
**To:** John Friedenbach <friedenbach@hbmwd.com>  
**Cc:** 'Nathan Stevens' <Nathan.Stevens@ghd.com>  
**Subject:** RE: DR4344-PJ0040 SOW Change - Samoa Tank

Good Morning John,

I've received your email and will be reviewing and routing your SOW mod request. Unfortunately we have no control over FEMA's timeline, SOW mods are taking a year plus in some cases. I certainly hope that isn't the case with yours. I'll reach out if I have any questions.

Sincerely,  
**Nicole Kluenker**  
Grant Specialist – Coastal Unit  
Hazard Mitigation Grants Division  
Recovery - Hazard Mitigation Assistance Branch  
**California Governor's Office of Emergency Services**



Phone/ Cell: 916.879.1195  
[Nicole.Kluenker@caloes.ca.gov](mailto:Nicole.Kluenker@caloes.ca.gov)  
Hazard Mitigation | California Governor's Office of Emergency Management

---

**From:** John Friedenbach <friedenbach@hbmwd.com>  
**Sent:** Thursday, August 29, 2024 4:57 PM  
**To:** Kluenker, Nicole@CalOES <Nicole.Kluenker@CalOES.ca.gov>  
**Cc:** 'Nathan Stevens' <Nathan.Stevens@ghd.com>  
**Subject:** DR4344-PJ0040 SOW Change - Samoa Tank  
**Importance:** High

**This Message is From an External Sender**  
This message came from outside your organization.

Hi Nicole,

Attached is our Scope of Work change request for our Samoa Tank.  
Kindly acknowledge receipt via reply email to me.

As you know, we are on a very tight performance period on this grant and will need a quick turn around from FEMA on their decision for our contractor to be able to complete the project within the POP.

If you have any questions, please do not hesitate to contact me.

GAVIN NEWSOM  
GOVERNOR



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

NANCY WARD  
DIRECTOR

8/2/2024

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
PO BOX 95  
Eureka, CA 95502-0095

Subject: Phase 1 Time Extension Approval #3  
FEMA-4407-DR-CA, November 2018 California Wildfires  
Cal OES PJ0701, FEMA 99-R, HBMWD Collector Mainline Redundancy  
Project  
Subrecipient: Humboldt Bay Municipal Water District, FIPS: 023-91000

Dear John Friedenbach:

The California Governor's Office of Emergency Services (Cal OES) approves a time extension from December 4, 2024 to December 4, 2025 for completion of the project referenced above. Cal OES reviewed the project history and determined the time extension is warranted.

The approved budget and scope of work remain unchanged for this project. A time extension is approved, and all work must be completed by the new POP end date.

All Phase 1 work defined in the approved scope of work must be completed not less than 45 days prior to the approved Phase 1 period of performance. All reimbursement claims and Phase 1 deliverables must be submitted to the CalOES Hazard Mitigation Grants Division (HMGD) no later than 30 days prior to the approved Phase 1 period of performance.

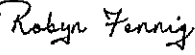
Approved Phase 1 period of performance (POP): 12/4/2025  
Completion of Phase 1 Scope of Work: 10/20/2025  
Phase 1 deliverables and reimbursement claims due to CalOES-HMGD:  
11/4/2025



John Friedenbach  
8/2/2024  
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



**FINANCIAL**

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



BANK ACCOUNT BALANCES AT MONTH-END

August 31, 2024

August 31, 2023

**GENERAL ACCOUNTS**

1. US Bank - General Account	474,907.88	32,497.23
2. US Bank - Xpress BillPay/Electronic Payments Account	61,818.56	6,217.60
<i>Subtotal</i>	536,726.44	38,714.83

**INVESTMENT & INTEREST BEARING ACCOUNTS**

3. US Bank - DWR/SRF Money Markey Acct	6.06	166,610.78
4. US Bank - DWR/SRF Reserve CD Account	-	547,336.94
5. US Bank - PARS Investment Account	947,979.07	871,634.62
<i>Contributions = \$800,000    Disbursements = \$166,619</i>		
6. L. A. I. F Account - MSRA Reserve Account	475,011.19	456,011.16
7. CalTRUST - Restricted Inv. Account (Medium Term)	1,822,465.95	1,715,870.58
8. CalTRUST - DWFP Reserve Account (FedFund)	-	-
9. CalTRUST - ReMat Account (LEAF Fund)	-	-
10. CalTRUST - General Reserve Account (Short-Term)	4,771,059.51	5,510,594.78
<i>Total CalTRUST Accounts</i>	6,593,525.46	7,226,465.36
11. California CLASS - DWFP Reserve Account	264,534.14	250,065.32
12. California CLASS - ReMat Reserve Account	1,612,434.86	1,358,703.96
13. California CLASS - General Reserve Account	2,631,163.98	-
<i>Total California CLASS Accounts</i>	4,508,132.98	1,608,769.28
14. Humboldt County - SRF Loan Payment Account	512,950.06	8,217.98
15. Humboldt County - 1% Tax Account	1,503,123.26	1,143,438.57
16. Inactive Humboldt County Investment Accounts	145.72	91,364.86
17. Principle Investment Account	-	41,497.14
<i>Subtotal</i>	14,540,873.80	13,770,115.97

**OTHER ACCOUNTS**

18. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
19. Cash on Hand	650.00	650.00
<i>Subtotal</i>	27,650.00	27,650.00

<b>TOTAL CASH</b>	<b>15,105,250.24</b>	<b>13,836,480.80</b>
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HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
STATEMENT OF FUND BALANCES - PAGE 2 OF 2



FUND BALANCES AT MONTH-END

August 31, 2024

August 31, 2023

**RESTRICTED FUNDS - ENCUMBERED**

1. Prior-Year Price Factor 2 Rebate	(18,116.66)	(19,627.50)
2. Prior-Year Restricted AP Encumbrances	(763,180.00)	(741,775.00)
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	(58,908.24)	(1,172,541.19)
7. Advanced Charges - Redundant Pipeline	(411,949.36)	(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	(111,666.66)	(15,000.00)
16. Advanced Charges - Capital Financing/Debt Service	(403,401.13)	(270,334.04)
<i>Subtotal</i>	(4,508,520.02)	(5,984,546.84)

**RESTRICTED FUNDS - OTHER**

17. 1% Tax Credit to Muni's	(1,503,123.26)	-
18. DWR Reserve for SRF Payment	(6.06)	(29,776.49)
19. DWR Reserve for SRF Loan	-	(547,336.94)
20. Pension Trust Reserves	(947,979.07)	(871,634.62)
21. ReMat Deposit	(27,000.00)	(27,000.00)
22. HB Retail Capital Replacement Reserves	(231,020.33)	(182,679.67)
<i>Subtotal</i>	(2,709,128.72)	(1,658,427.72)

**UNRESTRICTED FUNDS**

**BOARD RESTRICTED**

23. MSRA Reserves	(475,011.19)	(456,011.16)
24. DWFP Reserves	(264,534.14)	(250,065.32)
25. ReMat Reserves	(1,612,434.86)	(1,358,703.96)
27. Principle Investment Reserves	-	(41,497.14)
28. Northern Mainline Extension Study Prepayment	56.40	56.40
29. Blue Lake Rancheria Extension Study Prepayment	(4,235.37)	(10,000.00)
<i>Subtotal</i>	(2,351,923.79)	(2,106,221.18)

**UNRESTRICTED RESERVES**

29. Accumulation for SRF Payment	-	(144,027.61)
30. General Fund Reserves	(5,535,677.71)	(3,948,889.89)
<i>Subtotal</i>	(5,535,677.71)	(4,087,285.06)
<b>TOTAL NET POSITION</b>	<b>(15,105,250.24)</b>	<b>(13,836,480.80)</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 REVENUE REPORT  
 August 31, 2024



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

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
1. Humboldt Bay Retail Water Revenue	34,244	67,436	59,243	350,000	19%
General Revenue					
Power Sales (Net ReMat)	4,468	11,605	0	125,000	9%
Tax Receipts (1% Taxes)	0	0	0	1,000,000	0%
Interest - Muni PF2 Retained	5,300	5,300	3,552		
2. Miscellaneous Revenue*	445	1,364	124,283	50,000	3%
<i>*Detail on following page</i>					
<b>TOTAL PF2 REVENUE CREDITS</b>	<b>44,457</b>	<b>85,705</b>	<b>187,079</b>	<b>1,525,000</b>	<b>6%</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>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
4. Municipal Water Revenue					
City of Arcata	132,418	264,557	249,389	1,538,900	17%
City of Blue Lake	17,417	34,640	32,906	202,362	17%
City of Eureka	302,663	607,358	289,798	3,617,684	17%
Fieldbrook CSD	16,750	33,077	31,708	194,298	17%
Humboldt CSD	94,379	187,557	179,961	1,105,724	17%
Manila CSD	7,428	14,831	14,600	90,372	16%
McKinleyville CSD	107,688	212,445	204,503	1,266,298	17%
<i>Subtotal Municipal Water Revenue</i>	<i>678,742</i>	<i>1,354,466</i>	<i>1,002,864</i>	<i>8,015,638</i>	<i>17%</i>
<b>TOTAL INDUSTRIAL &amp; WHOLESALE REVENUE</b>	<b>678,742</b>	<b>1,354,466</b>	<b>1,002,864</b>	<b>8,015,638</b>	<b>17%</b>

5. Power Sales					
Power Sales (ReMat Revenue)	9,677	21,635	0	300,000	7%
Interest (ReMat Revenue)	0	0	0	0	
<b>TOTAL REMAT REVENUE</b>	<b>9,677</b>	<b>21,635</b>	<b>0</b>	<b>300,000</b>	<b>7%</b>

6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	4,012	8,103	7,833		
FCSO Contract	37,907	82,717	52,856		
FEMA/CalOES Grant Revenue	0	0	0		
SWRCB In-Stream Flow Grant Revenue	0	0	0		
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	93,019	162,053	36,056		
<b>TOTAL OTHER/GRANT REVENUE</b>	<b>134,938</b>	<b>253,993</b>	<b>429,389</b>		
<b>GRAND TOTAL REVENUE</b>	<b>867,814</b>	<b>1,715,799</b>	<b>1,619,332</b>	<b>9,840,638</b>	<b>17%</b>





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

	MTD RECEIPTS	YTD RECEIPTS
<u>Miscellaneous Revenue</u>		
Dividend - Principal Life	-	-
Fees - Park Use	25	50
Rebate - CALCard	-	-
Refund - Diesel Fuel Tax	-	38
Refunds - Miscellaneous	-	-
Sale of Principle Stock	-	-
Reimb - Blue Lake SCADA/Internet Monthly Fees	-	-
Reimb. - Copies & Postage	40	40
Reimb. - Gas	-	-
Reimb. - Misc. Employee	-	-
Reimb. - Telephone	-	-
UB - Water Processing Fees	60	60
UB - Hydrant Rental Deposit/Use	-	-
Sale of Scrap Metal/Equipment/Gravel	-	576
<u>Ruth Area</u>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	320	600
Ruth Annual Lessee Water Fees	-	-
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>445</b>	<b>1,364</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
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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	176,397.14	359,322.12	352,093.46	2,662,800	16%
2. Wages - Sick	9,580.87	14,594.50	9,687.57		
3. Wages - Vacation	26,893.26	47,787.07	54,877.92		
<i>Subtotal</i>	212,871.27	421,703.69	416,658.95	2,662,800	16%
4. Wages - Overtime	974.29	1,997.19	1,587.72	17,647	
5. Wages - Holiday (Worked)	-	1,948.68	1,727.88	17,647	
<i>Subtotal</i>	974.29	3,945.87	3,315.60	35,294	11%
6. Wages - Part-Time	8,601.05	17,401.76	13,131.80	124,775	14%
7. Wages - Shift Differential	984.80	1,925.43	1,893.48	11,765	16%
8. Wages - Standby	8,529.86	17,485.15	16,726.04	96,595	18%
9. Director Compensation	2,640.00	3,600.00	5,440.00	40,300	9%
10. Secretarial Fees	262.50	656.25	590.63	3,150	21%
11. Payroll Tax Expenses	17,298.00	34,655.54	34,535.39	230,460	15%
<i>Subtotal</i>	38,316.21	75,724.13	72,317.34	507,045	15%
<b>Employee Benefits</b>					
12. Health, Life,& LTD Ins.	44,271.60	89,847.49	88,343.03	645,993	14%
13. Air Medical Insurance	-	-	1,580.00	2,370	0%
14. Retiree Medical Insurance	11,496.73	22,742.18	18,224.54	106,496	17%
<i>14a. Retiree Medical Reimb.</i>	<i>(2,756.20)</i>	<i>(4,461.72)</i>	<i>(1,524.60)</i>		
15. Employee Dental Insurance	2,462.88	4,813.87	5,403.89	36,597	13%
16. Employee Vision Insurance	559.53	1,098.10	1,135.84	7,091	15%
17. Employee EAP	74.77	146.72	151.72	1,245	12%
18. Fitness Stipend	128.00	323.00	-	10,230	3%
19. 457b District Contribution	3,850.00	7,700.00	6,912.50	44,700	17%
20. CalPERS Expenses	30,425.73	397,553.98	260,488.64	638,003	62%
21. Workers Comp Insurance	-	26,900.64	30,753.23	121,521	22%
<i>Subtotal</i>	90,513.04	546,664.26	411,468.79	1,614,246	34%
<b>TOTAL S.E.B</b>	<b>342,674.81</b>	<b>1,048,037.95</b>	<b>903,760.68</b>	<b>4,819,385</b>	<b>22%</b>

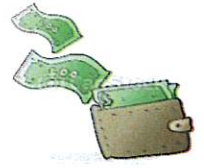
HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
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**SERVICE & SUPPLY EXPENDITURES (S & S)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<i>Operations &amp; Maintenance</i>					
1. Auto Maintenance	4,509.66	7,534.57	5,410.89	44,500	17%
2. Engineering	976.14	5,995.79	5,398.89	75,000	8%
3. Lab Expenses	590.00	3,806.00	4,480.00	14,000	27%
4. Maintenance & Repairs					
General	6,056.31	8,547.92	6,191.82	41,600	21%
TRF	568.35	1,121.19	585.96	17,000	7%
<i>Subtotal</i>	<i>6,624.66</i>	<i>9,669.11</i>	<i>6,777.78</i>	<i>58,600</i>	<i>17%</i>
5. Materials & Supplies					
General	2,410.38	4,290.00	7,111.22	42,000	10%
TRF	5,046.81	6,946.14	-	38,000	18%
<i>Subtotal</i>	<i>7,457.19</i>	<i>11,236.14</i>	<i>7,111.22</i>	<i>80,000</i>	<i>14%</i>
6. Radio Maintenance	4,070.70	4,648.79	1,156.18	8,500	55%
7. Ruth Lake License	1,500.00	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	2,517.13	3,925.69	3,236.78	18,700	21%
TRF	177.50	177.50	153.00	2,000	9%
<i>Subtotal</i>	<i>2,694.63</i>	<i>4,103.19</i>	<i>3,389.78</i>	<i>20,700</i>	<i>20%</i>
9. Tools & Equipment	101.93	259.19	602.12	5,000	5%
10. USGS Meter Station	-	-	8,600.00	9,000	0%
<i>Operations Subtotal</i>	<i>28,524.91</i>	<i>48,752.78</i>	<i>44,426.86</i>	<i>316,800</i>	<i>15%</i>
<i>General &amp; Administration</i>					
11. Accounting Services	6,491.25	13,983.75	19,405.00	35,000	40%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	239.88	952.72	1,508.56	35,900	3%
14. IT & Software Maintenance	4,113.64	23,576.33	19,261.21	91,200	26%
15. Insurance	-	88,204.90	70,872.94	139,000	63%
16. Internet	857.07	1,653.74	1,529.70	11,150	15%
17. Legal Services	263.50	1,450.00	5,807.16	35,000	4%
18. Miscellaneous	233.02	604.53	1,997.34	10,000	6%
19. Office Building Maint.	1,399.81	3,671.95	3,716.87	19,000	19%
20. Office Expense	4,913.22	7,133.79	6,888.05	39,600	18%
21. Professional Services	2,712.50	2,712.50	1,008.75	20,000	14%
22. Property Tax	-	-	-	3,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3  
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<b>SERVICE &amp; SUPPLY EXPENDITURES (con't)</b>					
	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
23. Regulatory Agency Fees	-	-	-	202,900	0%
24. Ruth Lake Programs	-	-	-	5,000	0%
25. Safety Apparel	339.45	339.45	355.56	10,050	3%
26. Technical Training	-	-	314.23	14,000	0%
27. Telephone	1,070.25	2,128.59	2,058.71	19,000	11%
28. Travel & Conference	3,094.39	5,163.45	2,942.66	22,000	23%
<i>Gen. &amp; Admin. Subtotal</i>	<i>25,727.98</i>	<i>151,575.70</i>	<i>137,666.74</i>	<i>711,800</i>	<i>21%</i>
<b>TOTAL SERVICE &amp; SUPPLY</b>	<b>54,252.89</b>	<b>200,328.48</b>	<b>182,093.60</b>	<b>1,028,600.09</b>	<b>19%</b>

**Power**

29. Essex - PG & E	92,795.00	186,540.28	62,632.90		
30. 2Mw Generator Fuel	-	-	-		
<i>Subtotal Essex Pumping</i>	<i>92,795.00</i>	<i>186,540.28</i>	<i>62,632.90</i>	<i>1,017,911</i>	
31. All other PG & E	8,398.23	19,426.15	14,760.66	113,389	
<i>Subtotal All Power</i>	<i>101,193.23</i>	<i>205,966.43</i>	<i>77,393.56</i>	<i>1,131,300</i>	<i>18%</i>
<b>Total Service and Supplies incl. Power</b>	<b>155,446.12</b>	<b>406,294.91</b>	<b>259,487.16</b>	<b>2,159,900</b>	<b>19%</b>

<b>GRAND TOTAL EXPENSES</b>	<b>498,120.93</b>	<b>1,454,332.86</b>	<b>1,163,247.84</b>	<b>6,979,285.53</b>	<b>21%</b>
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**OTHER EXPENSES**

33. ReMat Consultant Exp.	1,358.02	4,574.16	-		
34. Capital Replacement Exp.	-	-	-		

**TOTAL EXPENSES WITH OTHER EXPENSES**

	<b>499,478.95</b>	<b>1,458,907.02</b>	<b>1,163,247.84</b>		
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# HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROJECT PROGRESS REPORT

August 31, 2024

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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>	0	0	1,996,016	0%
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	7,645	20,567	5,619,079	0%
3A Grant - 1x Tank (Industrial) Seismic Retrofit <i>(\$5.7M - FEMA, Approved)</i>	(5,554)	(10,982)		
4 Adv. Assistance Spillway Seismic Grant <i>(\$1.5M - FEMA, Pending Approval)</i>	0	404	1,500,000	0%
<b>TOTAL GRANT FUNDED CAPITAL PROJECTS</b>	<b>2,091</b>	<b>9,989</b>	<b>12,315,095</b>	<b>0%</b>

## NON-GRANT FUNDED CAPITAL PROJECTS

5 Replace Pump 2-2 (Pre-Approved 04/2024)	0	628	300,000	0%
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	13,895	13,895	37,250	37%
11 Storage Barn at Headquarters	0	0	220,000	0%
<b>TOTAL NON-GRANT FUNDED CAPITAL PROJECTS</b>	<b>13,895</b>	<b>14,523</b>	<b>811,250</b>	<b>2%</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	0	0	5,250	0%
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	0	3,250	0%
17 Construction Tooling	0	0	2,250	0%
18 Plant Water System PLC and VFD Upgrade <i>(Treatment Facility Project)</i>	1,308	10,538	11,500	92%
19 Replace Turbidimeters <i>(Treatment Facility Project)</i>	0	39,094	41,500	94%
20 Chlorine Analyzer Replacement - Phase 1 of 2 <i>(Treatment Facility Project)</i>	0	0	7,500	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
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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>	0	0	6,500	0%
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	465	0	0
28 Tesla Battery Project - ESSEX	0	0	0	0
<b>TOTAL EQUIPMENT &amp; FIXED ASSET PROJECTS</b>	<b>1,541</b>	<b>50,098</b>	<b>152,750</b>	<b>33%</b>

**C. MAINTENANCE PROJECTS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
29 FY25 Pipeline Maintenance	745	875	14,000	6%
30 FY25 Main Line Meter Flow Calibration	0	0	16,000	0%
31 FY25 Technical Support and Software Updates	0	4,865	24,000	20%
32 FY25 Generator Services	0	0	3,600	0%
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	2,194	2,194	15,750	14%
42 Control Room Office Chair Replacement	0	0	2,000	0%
43 Collector 2 Painting - Exterior	0	0	64,750	0%
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	0	8,500	0%
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	0	0	10,000	0%
52 FY25 Howell Bungler Valve Inspection	0	0	1,500	0%
53 FY25 Log Boom Inspection	0	0	1,500	0%
54 Replace Hydro Plant Hydraulic Pump	0	0	2,500	0%
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>2,938</b>	<b>9,634</b>	<b>453,350</b>	<b>0</b>

**D. PROFESSIONAL & CONSULTING SERVICES**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
57 FY25 Crane Testing/Certification	0	0	12,000	0%
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	0	0	12,000	0%
62 FY25 Technical Training	0	0	24,500	0%
63 FY25 O & M Training	375	375	20,000	2%
64 FY25 Backflow Tester Certification	695	1,334	3,000	44%
65 EAP Tabletop Exercise	0	0	15,000	0%
66 Fleet Electrification Analysis and Plan	0	0	20,000	0%
67 Recruitment Consultant for Next General Manager	0	5,500	25,000	22%
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	1,161	1,161	80,000	1%
76 Water Model Update & Samoa Peninsula Domestic Capa	0	0	30,000	0%
77 Woodward Governor Replacement - Phase I (Planning)	0	0	15,000	0%
78 Professional Consulting Services for Comprehensive	0	0	20,000	0%



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

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
79 FY25 Dam Spillway Wall Monument Survey	0	0	17,500	0%
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	0	5,000	0%
83 Log Boom Inspection By GHD	0	0	5,000	0%
84 FY25 FERC Chief Dam Safety Engineer	1,335	1,335	12,000	11%
<b>TOTAL PROF/CONSULTING SERVICES</b>	<b>3,566</b>	<b>13,705</b>	<b>470,050</b>	<b>3%</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	15,750	94,500	17%
92 Prof. Services for New Capital Debt	13,517	27,033	162,200	17%
Grant - Collector Mainline Redundancy Pipeline	8,333	16,667	100,000	17%
93 Storage Barn for Ruth Headquarters	10,833	21,667	130,000	17%
<b>TOTAL ADVANCED CHARGES COLLECTED</b>	<b>40,558</b>	<b>81,117</b>	<b>486,700</b>	<b>17%</b>



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### H. PROJECTS NOT CHARGED TO MUNICIPAL CUSTOMERS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
94 On-Site Generation of Chlorine <i>(\$1.4M - FY25, Treatment Facility Project)</i>	3,127	9,292	767,380	1%
95 Humboldt Bay Radio Read Meters <i>(Capital Replacement Funds)</i>	9,979	9,979	9,500	105%
96 Ruth Paving and Repairs <i>(Non-FEMA August Complex Wildfire Funds Collected)</i>	0	0	112,000	0%
97 North Mainline Extension Study	1,020	1,020	0	0%
98 BL Rancheria Water	0	0	0	0%
99 CalFire Healthy Forest Grant <i>(CalFire Grant)</i>	284	284	5,000,000	0%
100 Domestic Water System Cathodic Protection Updates	0	3,028	0	0%
101 Grant - 1x Tank (Industrial) Seismic Retrofit	5,554	10,982	0	0%
102 Grant - Ouagga	23,110	33,664	0	0%
<b>TOTAL NOT CHARGED TO CUSTOMERS</b>	<b>19,964</b>	<b>34,584</b>	<b>5,888,880</b>	<b>1%</b>

### PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS	13,895	14,523	811,250	2%
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	1,541	50,098	152,750	33%
<i>Treatment Facility Portion</i>	1,308	49,632	78,000	
TOTAL MAINTENANCE PROJECTS	2,938	9,634	453,350	2%
<i>Treatment Facility Portion</i>	0	0	67,000	
TOTAL PROF/CONSULTING SERVICES	3,566	13,705	470,050	3%
<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	81,117	486,700	17%
<i>Treatment Facility Portion</i>	\$0	\$0	\$0	
<b>TOTAL CUSTOMER CHARGES</b>	<b>\$62,499</b>	<b>\$169,076</b>	<b>\$2,387,350</b>	<b>7%</b>
NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	2,091	9,989	12,315,095	0%
TOTAL NON-CUSTOMER CHARGES	19,964	34,584	5,888,880	1%
TOTAL USE OF ENCUMBERED FUNDS	111,631	246,380	1,009,560	24%
<b>TOTAL NON-CUSTOMER CHARGES</b>	<b>\$133,686</b>	<b>\$290,953</b>	<b>\$19,213,535</b>	<b>2%</b>
<b>GRAND TOTAL PROJECT BUDGET ACTIVITY</b>	<b>\$196,185</b>	<b>\$460,029</b>	<b>\$21,600,885</b>	<b>2%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
ENCUMBERED FUNDS RECONCILIATION REPORT  
August 31, 2024



	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
<b>A. CAPITAL PROJECTS</b>				
1E Mainline Valve Replacement Program	62,558	62,558	170,000	107,442
2E ADA Improvments - Eureka Office Parking Lot	3,654	3,654	4,146	492
3E Power and Fiber Optic Link-Collector 2 - Phase 2	1,141	1,743	8,000	6,257
4E Retaining Wall for Valve Access	0	0	70,000	70,000
<b>B. EQUIPMENT &amp; FIXED ASSET PROJECTS</b>				
5E Ruth Automated Tiltometers	22,765	22,765	50,000	27,235
6E Hydro Plant Wicket Gate & HBV Signal Upgrade	(2)	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	0	23,500	23,500
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	0	4,880	4,880
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	0	1,969	31,047	29,078
Salary Survey	0	391	3,393	3,003
16E Samoa Peninsula ROW EIR (GHD)	21,343	40,507	160,947	120,440
17E Water Quality Moniotoring Plan Update	0	0	20,000	20,000
18E Engineering Study-Replace 15-inch Peninsula Pipe	0	0	25,000	25,000
19E Above Ground 10,000 Gallon Fuel Tank Testing	0	0	5,400	5,400
20E Samoa Peninsula Coastal Development Permit	0	0	18,996	18,996
21E 404 Permit Assistance	0	0	24,196	24,196
22E Lease Lots Surveys	0	0	22,618	22,618
23E GIS Project at Ruth Lake (USFS)	0	0	7,500	7,500
24E Technical Dam/Spillway Support	172	11,897	218,044	206,147

ENCUMBERED FUNDS TOTAL

111,631

246,380

1,009,560

763,180

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	08/15/2024	<i>Ruth Data Link/Internet</i>	290.00
Total 101 NETLINK:			290.00
<b>ACWA/JPIA</b>			
ACWA/JPIA	08/20/2024	<i>RETIREE MEDICAL</i>	11,161.69
ACWA/JPIA	08/20/2024	<i>COBRA Dental</i>	260.80
ACWA/JPIA	08/20/2024	<i>COBRA Vision</i>	74.24
Total ACWA/JPIA:			11,496.73
<b>Advanced Security Systems</b>			
Advanced Security Systems	08/15/2024	<i>Ruth Dam Fire Alarm</i>	156.00
Total Advanced Security Systems:			156.00
<b>AirGas NCN</b>			
AirGas NCN	08/15/2024	<i>Safety glasses for shop inventory</i>	18.24
AirGas NCN	08/29/2024	<i>Hard hats for inventory</i>	79.25
AirGas NCN	08/29/2024	<i>Safety supplies for shop inventory</i>	43.68
AirGas NCN	08/29/2024	<i>Safety supplies for shop inventory</i>	44.43
AirGas NCN	08/29/2024	<i>Safety supplies for shop inventory</i>	7.55
Total AirGas NCN:			193.15
<b>Albat</b>			
Albat	08/29/2024	<i>3 X Tank Seismic Retrofit Preconstruction #24-1440</i>	2,003.55
Albat	08/29/2024	<i>3 X Tank Seismic Retrofit Preconstruction #24-1440</i>	2,003.55
Total Albat:			4,007.10
<b>Almquist Lumber</b>			
Almquist Lumber	08/15/2024	<i>Stain for Ruth HQ cabinetry touch-up</i>	19.13
Total Almquist Lumber:			19.13
<b>AT &amp; T</b>			
AT & T	08/29/2024	<i>Eureka/Essex LandLine</i>	31.57
AT & T	08/29/2024	<i>Arcata/Essex Landline</i>	31.57
AT & T	08/29/2024	<i>Eureka Office/Alarm</i>	64.06
AT & T	08/29/2024	<i>TRF</i>	31.25
AT & T	08/29/2024	<i>Essex office/Modem/Control Alarm System</i>	31.25
AT & T	08/15/2024	<i>Eureka Office Long Distance</i>	8.00
AT & T	08/15/2024	<i>Essex office/Modem/Control Alarm System</i>	6.76
Total AT & T:			204.46
<b>ATS Communications</b>			
ATS Communications	08/15/2024	<i>Monthly ProIT support for Essex</i>	1,305.00
Total ATS Communications:			1,305.00
<b>Baldwin,Blomstrom,Wilkinson</b>			
Baldwin,Blomstrom,Wilkinson	08/29/2024	<i>Calfire Healthy Forest Grant #8GG20634 - Plan B</i>	283.75

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Baldwin,Blomstrom,Wilkinson:			283.75
<b>Blue Star Gas - Sequoia Gas Co.</b>			
Blue Star Gas - Sequoia Gas Co.	08/15/2024	Propane for Ruth HQ	230.52
Blue Star Gas - Sequoia Gas Co.	08/15/2024	Propane for Ruth HQ	198.92
Blue Star Gas - Sequoia Gas Co.	08/15/2024	Propane for Ruth HQ	169.35
Total Blue Star Gas - Sequoia Gas Co.:			598.79
<b>CalPERS</b>			
CalPERS	08/15/2024	GASB-68 Reports and Schedules	700.00
Total CalPERS:			700.00
<b>Campton Electric Supply</b>			
Campton Electric Supply	08/29/2024	Supplies for installation of cameras at Ruth Slide gate Bldg	18.33
Total Campton Electric Supply:			18.33
<b>Chris Merz</b>			
Chris Merz	08/15/2024	Wellness Grant Reimbursement	40.00
Total Chris Merz:			40.00
<b>City of Eureka</b>			
City of Eureka	08/15/2024	Eureka office water/sewer	142.50
Total City of Eureka:			142.50
<b>Coastal Business Systems Inc.</b>			
Coastal Business Systems Inc.	08/15/2024	Eureka office copy and fax machine	787.43
Coastal Business Systems Inc.	08/15/2024	Essex copy/fax machine	281.57
Coastal Business Systems Inc.	08/29/2024	Eureka office copy and fax machine	787.43
Coastal Business Systems Inc.	08/29/2024	Essex copy/fax machine	281.57
Total Coastal Business Systems Inc.:			2,138.00
<b>Downey Brand Attorneys LLP</b>			
Downey Brand Attorneys LLP	08/29/2024	Legal Fees July 2024	102.00
Downey Brand Attorneys LLP	08/29/2024	Legal Fees July 2024 - CEQA Trinidad Rancheria	1,020.00
Total Downey Brand Attorneys LLP:			1,122.00
<b>Eureka Oxygen</b>			
Eureka Oxygen	08/15/2024	cylinder rental	145.88
Total Eureka Oxygen:			145.88
<b>Eureka Readymix</b>			
Eureka Readymix	08/15/2024	Service line replacement for meter manifold	136.71
Eureka Readymix	08/15/2024	Sand for inventory	87.89
Total Eureka Readymix:			224.60
<b>Eureka Rubber Stamp</b>			
Eureka Rubber Stamp	08/15/2024	Name Plate	16.04



Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Eureka Rubber Stamp:			16.04
<b>Eureka-Humboldt Fire Ext.,Co, Inc</b>			
Eureka-Humboldt Fire Ext.,Co, Inc	08/29/2024	Annual Fire Extinguisher Service and Inspection - Essex	1,129.08
Eureka-Humboldt Fire Ext.,Co, Inc	08/29/2024	Annual Fire Extinguisher Service and Inspection - TRF	177.50
Eureka-Humboldt Fire Ext.,Co, Inc	08/29/2024	Annual Fire Extinguisher Service and Inspection - FBGCSD	53.25
Eureka-Humboldt Fire Ext.,Co, Inc	08/15/2024	Lens & frame for fire extinguisher cabinet at TRF	62.93
Total Eureka-Humboldt Fire Ext.,Co, Inc:			1,422.76
<b>Express Services, Inc.</b>			
Express Services, Inc.	08/29/2024	Pre-employment physical for temp Maint worker	37.00
Express Services, Inc.	08/29/2024	Temporary Maintenance Worker thru 8/18/24	1,552.43
Express Services, Inc.	08/29/2024	Temporary Maintenance Worker thru 8/25/24	1,321.20
Total Express Services, Inc.:			2,910.63
<b>FEDEX</b>			
FEDEX	08/29/2024	Ship Water Easement Agreement	9.75
Total FEDEX:			9.75
<b>Ferguson Waterworks #1423</b>			
Ferguson Waterworks #1423	08/29/2024	Hum Bay Retail Meters	9,979.00
Total Ferguson Waterworks #1423:			9,979.00
<b>Fortuna Iron Corporation</b>			
Fortuna Iron Corporation	08/29/2024	Steel for camera brackets for Ruth Dam	97.31
Fortuna Iron Corporation	08/29/2024	TRF pipeline gate repairs	24.64
Total Fortuna Iron Corporation:			121.95
<b>Franchise Tax Board</b>			
Franchise Tax Board	08/20/2024		65.00
Franchise Tax Board	08/05/2024		65.00
Total Franchise Tax Board:			130.00
<b>Frontier Communications</b>			
Frontier Communications	08/29/2024	Ruth HQ	59.82
Frontier Communications	08/29/2024	Ruth Hydro/Ruth Dataline	234.48
Total Frontier Communications:			294.30
<b>GEI Consultants, Inc</b>			
GEI Consultants, Inc	08/29/2024	2025 Qualified Dam Safety Engineering Consulting #25-0180	1,335.00
Total GEI Consultants, Inc:			1,335.00
<b>GEOKON</b>			
GEOKON	08/29/2024	Supplies for Automated Tiltmeters	22,629.75
Total GEOKON:			22,629.75

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
<b>GHD</b>			
GHD	08/29/2024	Reservoirs Seismic Retrofit Phs 2 #24-0812	87.18
GHD	08/29/2024	Reservoirs Seismic Retrofit Phs 2 #24-0812	3,167.16
GHD	08/29/2024	Cathodic Protection-Soil Corrosivity Condition Assessments #24	1,160.77
GHD	08/29/2024	General Engineering	924.76
GHD	08/29/2024	General Engineering - Ruth	51.38
GHD	08/29/2024	Samoa Peninsula ROW EIR #23-0625	21,342.76
Total GHD:			26,734.01
<b>Grainger</b>			
Grainger	08/15/2024	Breakers for OSHG metering pumps	2,346.96
Total Grainger:			2,346.96
<b>Health Equity Inc</b>			
Health Equity Inc	08/16/2024	HSA Admin Fee Aug 2024 - 19 employees	56.05
Health Equity Inc	08/16/2024	HSA Admin Fee Aug 2024 - 6 employees	17.70
Total Health Equity Inc:			73.75
<b>Hensel Hardware</b>			
Hensel Hardware	08/29/2024	Lead test kits	28.19
Hensel Hardware	08/29/2024	Caution tape	30.36
Hensel Hardware	08/29/2024	paint scraper	13.01
Hensel Hardware	08/29/2024	painting supplies for shop	31.42
Hensel Hardware	08/29/2024	Ruth cabin cabinetry repairs	32.53
Hensel Hardware	08/29/2024	painting supplies for line shed 7	67.28
Total Hensel Hardware:			202.79
<b>Henwood Associates, Inc</b>			
Henwood Associates, Inc	08/15/2024	Consultant Services Agreement- June 2024	679.01
Total Henwood Associates, Inc:			679.01
<b>Hooven &amp; Co, Inc.</b>			
Hooven & Co, Inc.	08/15/2024	Seal & Mark Eureka Parking Lot #24-0653	3,654.30
Total Hooven & Co, Inc.:			3,654.30
<b>Humboldt County Treasurer</b>			
Humboldt County Treasurer	08/21/2024	Capital Financing Project	45,611.43
Total Humboldt County Treasurer:			45,611.43
<b>Humboldt Fasteners</b>			
Humboldt Fasteners	08/29/2024	Weed eater for HB and FB	345.25
Humboldt Fasteners	08/29/2024	Weed eater for HB and FB	121.30
Humboldt Fasteners	08/29/2024	Hole saw	25.97
Humboldt Fasteners	08/29/2024	2" round soffit vents	21.37
Total Humboldt Fasteners:			513.89
<b>Humboldt Recycling</b>			
Humboldt Recycling	08/15/2024	Dump fee for disposal of electronic waste	46.80

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Humboldt Recycling:			46.80
<b>Humboldt Redwood Company, LLC</b>			
Humboldt Redwood Company, LLC	08/15/2024	<i>Mt Pierce Lease site</i>	320.59
Total Humboldt Redwood Company, LLC:			320.59
<b>Humboldt Waste Management Authority</b>			
Humboldt Waste Management Authority	08/29/2024	<i>dump fee</i>	45.56
Total Humboldt Waste Management Authority:			45.56
<b>Industrial Electric</b>			
Industrial Electric	08/15/2024	<i>Repair Ruth Hydro Sump Pump</i>	1,336.63
Industrial Electric	08/29/2024	<i>Recondition 400HP Frame Motor</i>	3,451.35
Total Industrial Electric:			4,787.98
<b>Joe's Auto Glass</b>			
Joe's Auto Glass	08/15/2024	<i>Unit 2 windshield replacement</i>	719.07
Total Joe's Auto Glass:			719.07
<b>Johnson's Mobile Rentals LLC</b>			
Johnson's Mobile Rentals LLC	08/15/2024	<i>Temporary fencing for Tesla Battery Project</i>	232.74
Total Johnson's Mobile Rentals LLC:			232.74
<b>JTN Energy, LLC</b>			
JTN Energy, LLC	08/15/2024	<i>Consultant Services Agreement - June 2024</i>	679.01
Total JTN Energy, LLC:			679.01
<b>Keenan Supply</b>			
Keenan Supply	08/14/2024	<i>Mainline isolation valve project</i>	62,558.49
Keenan Supply	08/29/2024	<i>Saddle for meter service installation</i>	232.84
Keenan Supply	08/14/2024	<i>Sample sump pump replacement project</i>	382.33
Keenan Supply	08/14/2024	<i>Parts for service line replacement at 6265 West End Rd</i>	333.96
Total Keenan Supply:			63,507.62
<b>Kernen Construction</b>			
Kernen Construction	08/15/2024	<i>Base rock for leak repair</i>	266.14
Total Kernen Construction:			266.14
<b>MacLeod Watts, Inc.</b>			
MacLeod Watts, Inc.	08/29/2024	<i>GASB 75 Actuarial Report FY 6-30-24</i>	1,950.00
Total MacLeod Watts, Inc.:			1,950.00
<b>Mario Palmero</b>			
Mario Palmero	08/21/2024	<i>Essex Petty Cash - HBMI Cable</i>	43.38
Mario Palmero	08/21/2024	<i>Essex Petty Cash - Hardware</i>	21.29
Mario Palmero	08/21/2024	<i>Essex Petty Cash - Office Supplies</i>	41.11
Mario Palmero	08/21/2024	<i>Essex Petty Cash - Refreshments</i>	31.03

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Mario Palmero	08/21/2024	Essex Petty Cash - Supplies	10.84
Total Mario Palmero:			147.65
<b>McMaster-Carr Supply</b>			
McMaster-Carr Supply	08/15/2024	TRF water system upgrade	1,308.40
McMaster-Carr Supply	08/15/2024	Concrete anchors for TRF sample sump pump installation	123.09
McMaster-Carr Supply	08/15/2024	U-bolts for camera mounts for tower at Ruth Dam	49.56
Total McMaster-Carr Supply:			1,481.05
<b>Mercer-Fraser Company</b>			
Mercer-Fraser Company	08/27/2024	Ruth Rec Quagga Grant - Boulders	30,170.00
Mercer-Fraser Company	08/27/2024	Ruth Rec Quagga Grant - Boulders	30,170.00
Mercer-Fraser Company	08/27/2024	Ruth Rec Quagga Grant - Boulders	23,110.22
Total Mercer-Fraser Company:			23,110.22
<b>Microbac Laboratories, Inc</b>			
Microbac Laboratories, Inc	08/15/2024	Lab Tests - Humboldt Bay Retail	260.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - Humboldt Bay Retail	110.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - FBGCSD	110.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - Humboldt Bay Retail	110.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - FBGCSD	110.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - FBGCSD	110.00
Microbac Laboratories, Inc	08/15/2024	Lab Tests - Humboldt Bay Retail	110.00
Total Microbac Laboratories, Inc:			920.00
<b>Miller Farms Nursery</b>			
Miller Farms Nursery	08/29/2024	Weed eater supplies	12.91
Total Miller Farms Nursery:			12.91
<b>Mission Linen</b>			
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	53.47
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	32.01
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	80.54
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	67.78
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	53.47
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	80.54
Mission Linen	08/21/2024	maintenance supplies & uniform rentals	53.47
Total Mission Linen:			421.28
<b>Motion Industries, Inc</b>			
Motion Industries, Inc	08/15/2024	Repair items for Ruth Hydro hydraulic accumulators	821.16
Motion Industries, Inc	08/15/2024	Repair items for Ruth Hydro hydraulic accumulators	596.91
Motion Industries, Inc	08/15/2024	Repair items for Ruth Hydro hydraulic accumulators	1,731.34
Motion Industries, Inc	08/15/2024	Repair items for Ruth Hydro hydraulic accumulators	357.23
Motion Industries, Inc	08/15/2024	Repair items for Ruth Hydro hydraulic accumulators	322.67
Total Motion Industries, Inc:			3,183.97
<b>Napa Auto Parts</b>			
Napa Auto Parts	08/29/2024	materials for park garbage cans	5.96
Napa Auto Parts	08/29/2024	Six-month services on Unit 6 & 13	26.02



Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Napa Auto Parts:			31.98
<b>North Coast Fabricators</b>			
North Coast Fabricators	08/15/2024	Removal & Replacement of Pump 1-2 motor #25-0066	2,193.75
Total North Coast Fabricators:			2,193.75
<b>North Coast Journal, Inc</b>			
North Coast Journal, Inc	08/15/2024	Legal post of Notice of Public Hearing	1,192.00
Total North Coast Journal, Inc:			1,192.00
<b>Northern California Safety Consortium</b>			
Northern California Safety Consortium	08/15/2024	membership fee - FY 24/25	900.00
Total Northern California Safety Consortium:			900.00
<b>NTU Technologies, Inc</b>			
NTU Technologies, Inc	08/29/2024	TRF chemical supplies	2,520.00
NTU Technologies, Inc	08/29/2024	Sales tax not charged by vendor	195.30
NTU Technologies, Inc	08/29/2024	Sales tax not charged by vendor	195.30
Total NTU Technologies, Inc:			2,520.00
<b>O'Connor &amp; Company</b>			
O'Connor & Company	08/21/2024	Annual Financial Audit FY22/23	4,541.25
Total O'Connor & Company:			4,541.25
<b>Optimum</b>			
Optimum	08/15/2024	Essex internet	266.35
Optimum	08/15/2024	Essex Phones	67.30
Optimum	08/15/2024	Eureka Internet	210.95
Optimum	08/15/2024	Fieldbrook-Glendale CSD Internet	333.33
Optimum	08/19/2024	TRF Internet	29.93
Optimum	08/19/2024	TRF Internet - Blue Lake SCADA Monitoring	59.84
Optimum	08/19/2024	TRF Internet - Fieldbrook-Glendale CSD	59.84
Total Optimum:			1,027.54
<b>Pacific Gas &amp; Electric Co.</b>			
Pacific Gas & Electric Co.	08/14/2024	Eureka Office	82.98
Pacific Gas & Electric Co.	08/14/2024	Jackson Ranch Rd Rectifier	20.20
Pacific Gas & Electric Co.	08/14/2024	HWY 299 Rectifier	51.13
Pacific Gas & Electric Co.	08/14/2024	West End Road Rectifier	220.05
Pacific Gas & Electric Co.	08/14/2024	TRF	4,646.03
Pacific Gas & Electric Co.	08/14/2024	Ruth Hydro Valve Control	29.22
Pacific Gas & Electric Co.	08/14/2024	Ruth Hydro	23.82
Pacific Gas & Electric Co.	08/14/2024	Samoa Booster Pump Station	1,257.87
Pacific Gas & Electric Co.	08/14/2024	Samoa Dial Station	73.86
Pacific Gas & Electric Co.	08/14/2024	Essex Pumping July 2024	1,446.31
Pacific Gas & Electric Co.	08/14/2024	Essex Pumping July 2024	1,845.89
Pacific Gas & Electric Co.	08/14/2024	Essex Pumping July 2024	91,171.89
Pacific Gas & Electric Co.	08/29/2024	Ruth Bunk House	110.06
Pacific Gas & Electric Co.	08/29/2024	Ruth HQ	213.92

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 8/1/2024-8/31/2024Page: 8  
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Vendor Name	Date Paid	Description	Amount Paid
Total Pacific Gas & Electric Co.:			101,193.23
<b>Pacific Paper Co./Arcata Stationers</b>			
Pacific Paper Co./Arcata Stationers	08/29/2024	Eureka office copier paper	267.62
Total Pacific Paper Co./Arcata Stationers:			267.62
<b>Pierson Building Center</b>			
Pierson Building Center	08/29/2024	Tilt meter installations	135.34
Total Pierson Building Center:			135.34
<b>Platt Electric Supply</b>			
Platt Electric Supply	08/21/2024	Materials for temp OSHG system	426.25
Platt Electric Supply	08/29/2024	Materials to rewire TRF sump pump	509.26
Platt Electric Supply	08/21/2024	Materials for temp OSHG system	326.04
Platt Electric Supply	08/29/2024	Supplies for installation of cameras at Ruth Slide gate bldg	83.30
Total Platt Electric Supply:			1,344.85
<b>Purchase Power</b>			
Purchase Power	08/21/2024	Postage Refill	502.25
Total Purchase Power:			502.25
<b>Recology Arcata</b>			
Recology Arcata	08/15/2024	Essex Garbage/Recycling Service - July 2024	812.76
Total Recology Arcata:			812.76
<b>Recology Humboldt County</b>			
Recology Humboldt County	08/15/2024	Eureka office garbage/recycling service - July 2024	110.05
Total Recology Humboldt County:			110.05
<b>Ruth Lake C.S.D.</b>			
Ruth Lake C.S.D.	08/02/2024	Ruth Lake License Fee	1,500.00
Total Ruth Lake C.S.D.:			1,500.00
<b>Six Rivers Communications</b>			
Six Rivers Communications	08/15/2024	Contract for repair of Essex and Ruth base stations #24-0782	3,492.61
Total Six Rivers Communications:			3,492.61
<b>SWAPE, LLC</b>			
SWAPE, LLC	08/29/2024	DTSC Conference Call RE McNamara & Peepe	737.50
Total SWAPE, LLC:			737.50
<b>TankMart</b>			
TankMart	08/07/2024	Core Bottom Tank	13,895.00
Total TankMart:			13,895.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 8/1/2024-8/31/2024Page: 9  
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Vendor Name	Date Paid	Description	Amount Paid
<b>Tehama Tire Service</b>			
Tehama Tire Service	08/29/2024	Unit 2 tire repair	25.00
Total Tehama Tire Service:			25.00
<b>Telstar Instruments</b>			
Telstar Instruments	08/29/2024	TRF chemicals	1,797.61
Total Telstar Instruments:			1,797.61
<b>The Mill Yard</b>			
The Mill Yard	08/29/2024	Wasp spray	10.84
Total The Mill Yard:			10.84
<b>The Mitchell Law Firm, LLP</b>			
The Mitchell Law Firm, LLP	08/29/2024	Legal Services- July 2024	161.50
Total The Mitchell Law Firm, LLP:			161.50
<b>The Sherwin-Williams Company</b>			
The Sherwin-Williams Company	08/15/2024	Interior paint for HQ cabin	54.23
Total The Sherwin-Williams Company:			54.23
<b>Thrifty Supply</b>			
Thrifty Supply	08/29/2024	Repair at 1590 Glendale Rd	91.70
Total Thrifty Supply:			91.70
<b>Trinity County General Services</b>			
Trinity County General Services	08/21/2024	Pickett Peak site lease	257.50
Total Trinity County General Services:			257.50
<b>Trinity County Solid Waste</b>			
Trinity County Solid Waste	08/21/2024	Ruth HQ dump fees	28.25
Trinity County Solid Waste	08/21/2024	Ruth Hydro dump fees	28.25
Total Trinity County Solid Waste:			56.50
<b>U.S. Bank Corporate Payment System</b>			
U.S. Bank Corporate Payment System	08/14/2024	Dewatering equipment supplies	153.31
U.S. Bank Corporate Payment System	08/14/2024	Ditch Witch pressure washer repairs	184.45
U.S. Bank Corporate Payment System	08/14/2024	Vacuum trailer pressure washer repairs	58.21
U.S. Bank Corporate Payment System	08/14/2024	Hydro Plant Wicket Gate & HBV Signal Upgrade - Credit	2.18-
U.S. Bank Corporate Payment System	08/14/2024	Milk	4.99
U.S. Bank Corporate Payment System	08/14/2024	AWWA Water Treatment Class	375.00
U.S. Bank Corporate Payment System	08/14/2024	Refreshments for IW Clean out crew	24.18
U.S. Bank Corporate Payment System	08/14/2024	NCBPA Backflow Class and Certification	695.00
U.S. Bank Corporate Payment System	08/14/2024	Spendwise Monthly Subscription	90.00
U.S. Bank Corporate Payment System	08/14/2024	Index tabs for Blue Books	5.90
U.S. Bank Corporate Payment System	08/14/2024	Eureka Office Supplies	102.71
U.S. Bank Corporate Payment System	08/14/2024	Caselle Annual Conference	595.00
U.S. Bank Corporate Payment System	08/14/2024	Flight to Caselle Conference	461.45
U.S. Bank Corporate Payment System	08/14/2024	Eureka Office Supplies	49.79
U.S. Bank Corporate Payment System	08/14/2024	Annual AirMed Renewals - 25 employees	1,975.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 8/1/2024-8/31/2024Page: 10  
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Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	08/14/2024	Hotel for EAP Training	482.36
U.S. Bank Corporate Payment System	08/14/2024	Supplies for Ruth	98.81
U.S. Bank Corporate Payment System	08/14/2024	Fiber optic supplies for link to Collector 2	1,141.04
U.S. Bank Corporate Payment System	08/14/2024	Essex office supplies	45.22
U.S. Bank Corporate Payment System	08/14/2024	Essex copy paper	90.79
U.S. Bank Corporate Payment System	08/14/2024	No parking signs for Essex Yard	63.90
U.S. Bank Corporate Payment System	08/14/2024	AED battery for Essex	203.65
U.S. Bank Corporate Payment System	08/14/2024	Metal 55 gallon garbage can lid for park	101.04
U.S. Bank Corporate Payment System	08/14/2024	Quick attach bucket arms for JD60	75.96
U.S. Bank Corporate Payment System	08/14/2024	Revo Uninstaller	22.47
U.S. Bank Corporate Payment System	08/14/2024	Airfare to GM summit	60.00
U.S. Bank Corporate Payment System	08/14/2024	Travel meal - CSDA Conference	28.95
U.S. Bank Corporate Payment System	08/14/2024	Hotel booking for GM Summit Conference	735.66
U.S. Bank Corporate Payment System	08/14/2024	Flight for CSDA Board Secretary Conference	750.41
U.S. Bank Corporate Payment System	08/14/2024	Adobe Annual Subscription	239.88
Total U.S. Bank Corporate Payment System:			8,912.95
<b>USA Blue Book</b>			
USA Blue Book	08/15/2024	Replace dewatering pump for Unit 8	744.52
Total USA Blue Book:			744.52
<b>VALEO Networks</b>			
VALEO Networks	08/15/2024	Eureka office monthly computer maintenance	2,042.79
VALEO Networks	08/15/2024	Replace Battery Backup for Server Room at Eureka Office	700.00
Total VALEO Networks:			2,742.79
<b>Valley Pacific Petroleum Serv. Inc</b>			
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-Pumping & Control	656.84
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-Water Quality	656.84
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-Maintenance	656.84
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-HB Retail	170.78
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-FBGCS D	486.05
Valley Pacific Petroleum Serv. Inc	08/21/2024	Cardlock-IW Reservoir Cleanout	383.09
Valley Pacific Petroleum Serv. Inc	08/29/2024	Fuel for Ruth	1,100.72
Total Valley Pacific Petroleum Serv. Inc:			4,111.16
<b>Verizon Wireless</b>			
Verizon Wireless	08/15/2024	General Manager	44.08
Verizon Wireless	08/15/2024	Humboldt Bay Retail	14.66
Verizon Wireless	08/15/2024	Fieldbrook Glendale CSD	41.73
Verizon Wireless	08/15/2024	Humboldt Bay IPAD	9.88
Verizon Wireless	08/15/2024	Fieldbrook Glendale CSD IPAD	28.13
Verizon Wireless	08/15/2024	Ruth Area	16.77
Verizon Wireless	08/15/2024	Ruth Hydro	16.77
Total Verizon Wireless:			172.02
<b>Watt's Cleaning Services</b>			
Watt's Cleaning Services	08/15/2024	Eureka Office Cleaning 7/10 & 7/24/24	278.00
Total Watt's Cleaning Services:			278.00



Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
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Vendor Name	Date Paid	Description	Amount Paid
Grand Totals:			<u>399,397.38</u>

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

*SUPPLEMENTAL* - FIELDBROOK-GLENDALE CSD CONTRACT SERVICES

## MONTHLY BILLING/EXPENSE REPORT

August 31, 2024



	Month-to-Date	Year-to-Date	Prior Year	Difference
<b><i>Contract Services Billing</i></b>				
Administrative	1,232.87	2,465.74	2,389.28	76.46
Indirect/Overhead	976.81	1,953.62	1,596.06	357.56
Maintenance/Operations/Supplies	24,483.11	60,180.35	42,939.25	17,241.10
<b>Total FB-GCSD Billing</b>	<b>26,692.79</b>	<b>64,599.71</b>	<b>46,924.59</b>	<b>17,675.12</b>
<b><i>Contract Services Expenses</i></b>				
Employee Wages	13,128.82	27,584.97	19,887.16	7,697.81
Employee Benefits	5,937.92	12,321.17	9,873.66	2,447.51
Operations & Maintenance Expenses	1,306.25	2,334.60	908.05	1,426.55
General & Administrative Expenses	471.88	8,073.16	7,339.98	733.18
<b>Total FB-GCSD Expenses</b>	<b>20,844.87</b>	<b>50,313.90</b>	<b>38,008.85</b>	<b>12,305.05</b>
<b><i>NET Fieldbrook Contract Services</i></b>	<b>5,847.92</b>	<b>14,285.81</b>	<b>8,915.74</b>	<b>5,370.07</b>

To: Board of Directors  
From: Chris Harris  
Date: September 12, 2024  
Re: Eureka Office Server Replacement/Upgrade

**Discussion**

Recently staff was notified by Valeo Networks (Eureka Office IT Support) that the office server (installed 2017) was at the end of its useful life and the server operating system was no longer supported.

Currently, the work around has been for Valeo IT staff to coordinate the installation of software and cyber security updates as needed with both the Eureka staff and staff from software vendors. Previously, these updates were able to be completed seamlessly. While this process is working, it limits the hours software updates can be completed, and the District is incurring additional charges based on the additional IT support.

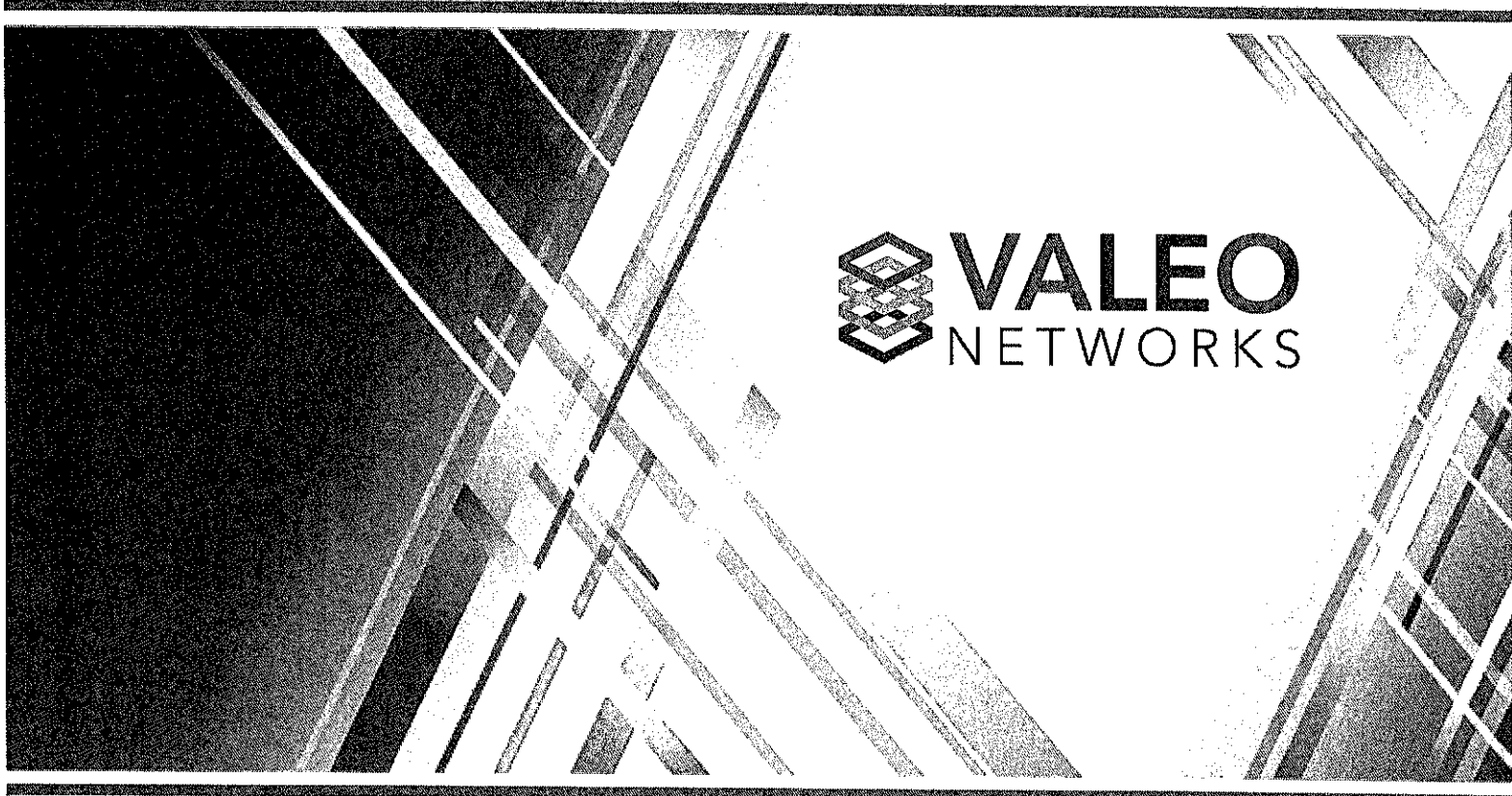
The General Manager and Business Manager attended a virtual meeting with the District's Technology Advisor from Valeo last week to discuss the cost as well as other options, and recommend moving forward with the Server replacement.

**Recommendation**

Staff recommends the Board approve the replacement of the Eureka Office Server based on the attached quote (\$27,966.20). Staff recommends using reserve funds until the FY25 Project Budget Reallocation occurs at the end of FY25, where unused Project Budget funds will likely be available to fund this project.

**Attachments**

Valeo Server Quote



We have prepared a quote for you

**Server Upgrade**

Quote # 007071  
Version 3

Prepared for:

**Humboldt Bay Municipal Water District**

John Friedenbach  
friedenbach@hbmwd.com



20860 N. Tatum Blvd  
Ste 300  
Phoenix, AZ 85050

888-806-3601

SECTION 10.2.C PAGE NO. 3



Wednesday, August 28, 2024

Humboldt Bay Municipal Water District  
John Friedenbach  
828 7th Street  
Eureka, CA 95501  
friedenbach@hbmwd.com

Dear John,

Please review this quote for a project to complete a server upgrade.

Also included in this quote is Valeo Network's Managed Backup and Disaster Recovery (BDR) Solution.

This Backup & Disaster Recovery solution offers capabilities to fully virtualize your on-prem infrastructure, which would significantly reduce downtime in the case of a breach. This solution includes the hardware onsite for the local backup and cloud backup services, and has been summarized as a monthly recurring charge that will be added to your existing agreement, replacing your current backup solution.

**\*Please Note: Should you terminate this service within 1 year you will be responsible to payoff the remaining balance of the BDR agreement. In addition there may be some overlap billing as we transfer and test the backup to ensure it is running properly.**

Valarie Lyons  
Client Success Representative  
Valeo Networks

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 Ste 300  
 Phoenix, AZ 85050  
 888-806-3601



Product

Description	Price	Qty	Ext. Price
<b>PowerEdge R450 Tailor Made</b> PowerEdge R450 Server  <ul style="list-style-type: none"> <li>• Chassis: R450</li> <li>• CPU: 1S/8C/16T</li> <li>• RAM: 32GB</li> <li>• Host Storage: 2 x 240GB M.2 BOSS</li> <li>• VM Storage: 3 x 2TB SSD RAID 5</li> <li>• Remote Access: iDRAC 9 Enterprise</li> <li>• Power Supply: Dual Hot Swap</li> <li>• Warranty: 5 Year Pro Support with NBD Onsite</li> </ul>	\$10,634.37	1	\$10,634.37
<b>2U 19in Steel Vertical Wall Mount Equipment Rack Bracket</b>	\$68.22	1	\$68.22
<b>Windows Server 2022 Standard - 16 Core License Pack (Perpetual)</b> Windows Server 2022 Standard - 16 Core License Pack (Perpetual) [Commercial]	\$1,167.35	1	\$1,167.35
<b>Windows Server 2022 - 1 Device CAL (Perpetual)</b> Windows Server 2022 - 1 Device CAL (Perpetual) [Commercial]	\$39.31	15	\$589.65
<b>Microsoft SQL Server 2022 Standard Edition (Perpetual)</b>	\$1,077.80	1	\$1,077.80
<b>Microsoft SQL Server 2022 - 1 User CAL (Perpetual)</b>	\$250.07	13	\$3,250.91

Subtotal: **\$16,788.30**

Monthly Services

Description	Recurring	Qty	Ext. Recurring
<b>Agreement Additions</b>			
<b>Managed BDR 2TB Standard</b> Valeo Managed BDR - Per Server Including Up To 2TB of Offsite Storage  <ul style="list-style-type: none"> <li>• HBMWD-DC-02</li> <li>• HBMWD-APPS-01</li> </ul>	\$284.58	1	\$284.58
<b>Agreement Removals</b>			
<b>Datto - 2TB - Infinite Cloud Retention</b> Valeo Managed Recover-IT - 2TB - 1-Year Cloud Retention - 1st Agent	\$239.00	-1	(\$239.00)

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 Phoenix, AZ 85050

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Monthly Services

Description	Recurring	Qty	Ext. Recurring
<b>Datto - Additional Agent - Infinite Cloud</b> Recover-IT - Additional Agent - 1-year time based retention	\$199.00	-1	(\$199.00)

Monthly Subtotal: **(\$153.42)**

Services

Description	Price
<b>Fixed Fee - General</b>	\$9,537.50
<b>Prerequisites &amp; Disclaimers</b>	
<ul style="list-style-type: none"> <li>All windows workstations must be running Windows 10 or 11 Pro or Enterprise</li> <li>There may be additional third party vendor charges required to assist with migrating applications</li> <li>Downtime will be necessary to upgrade APPS server</li> </ul>	
<b>Server Upgrade</b>	
<ul style="list-style-type: none"> <li>Configure and deploy new equipment</li> <li>Provision virtual networking and servers</li> <li>Configure roles and applications on virtual servers</li> <li>Configure backups and replicate to the cloud</li> <li>Migrate data, services, and applications from old servers to new servers</li> <li>Decommission deprecated servers</li> <li>Create and update relevant documentation</li> </ul>	
<b>Labor - After Hours</b>	\$250.00
Tech compensation for after hours work	

Subtotal: **\$9,787.50**

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 Ste 300  
 Phoenix, AZ 85050  
 888-806-3601



## Server Upgrade

Prepared by:

**Valeo Networks**

Valarie Lyons  
 (888) 442-4955  
 Fax 480696-5597  
 vlyons@valeonetworks.com

Prepared for:

**Humboldt Bay Municipal Water District**

828 7th Street  
 Eureka, CA 95501  
 John Friedenbach  
 (707) 362-7509  
 friedenbach@hbmwd.com

Quote Information:

**Quote #: 007071**

Version: 3  
 Delivery Date: 08/28/2024  
 Expiration Date: 09/08/2024

## Quote Summary

Description	Amount
Product	\$16,788.30
Services	\$9,787.50

Subtotal: **\$26,575.80**

Estimated Tax: **\$1,390.40**

Total: **\$27,966.20**

## Monthly Recurring Summary

Description	Amount
Monthly Services	(\$153.42)

Monthly Total: **(\$153.42)**

## Payment Options

Description	Payments	Interval	Amount
<b>Purchase Options</b>			
<b>Total Purchase Option</b>	<b>1</b>	<b>One-Time</b>	<b>\$18,178.70</b>
60 Months, \$1 Buyout	60	Monthly	\$581.21

Project start times can extend out 60-90 days depending on product and/or tech availability. Please keep this in mind when reviewing this proposal.

ALL HARDWARE AND SOFTWARE SALES ARE FINAL and must be PAID IN FULL to be procured.

Labor will be billed at a fixed amount for this stated project. If the scope of this project changes, a change order will be provided to adjust this total labor amount.



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Phoenix, AZ 85050

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SECTION 10.2.C PAGE NO. 7



Taxes, shipping, handling and other fees may apply. Any additional shipping charges will be applied to subsequent or final invoices. We reserve the right to cancel orders arising from pricing or other errors. This quote will expire in 10 days.

Valeo Networks

Humboldt Bay Municipal Water District

Signature: \_\_\_\_\_  
Name: Valarie Lyons  
Title: Client Success Representative  
Date: 08/28/2024

Signature: \_\_\_\_\_  
Name: John Friedenbach  
Date: \_\_\_\_\_

# **OPERATIONS**

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

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

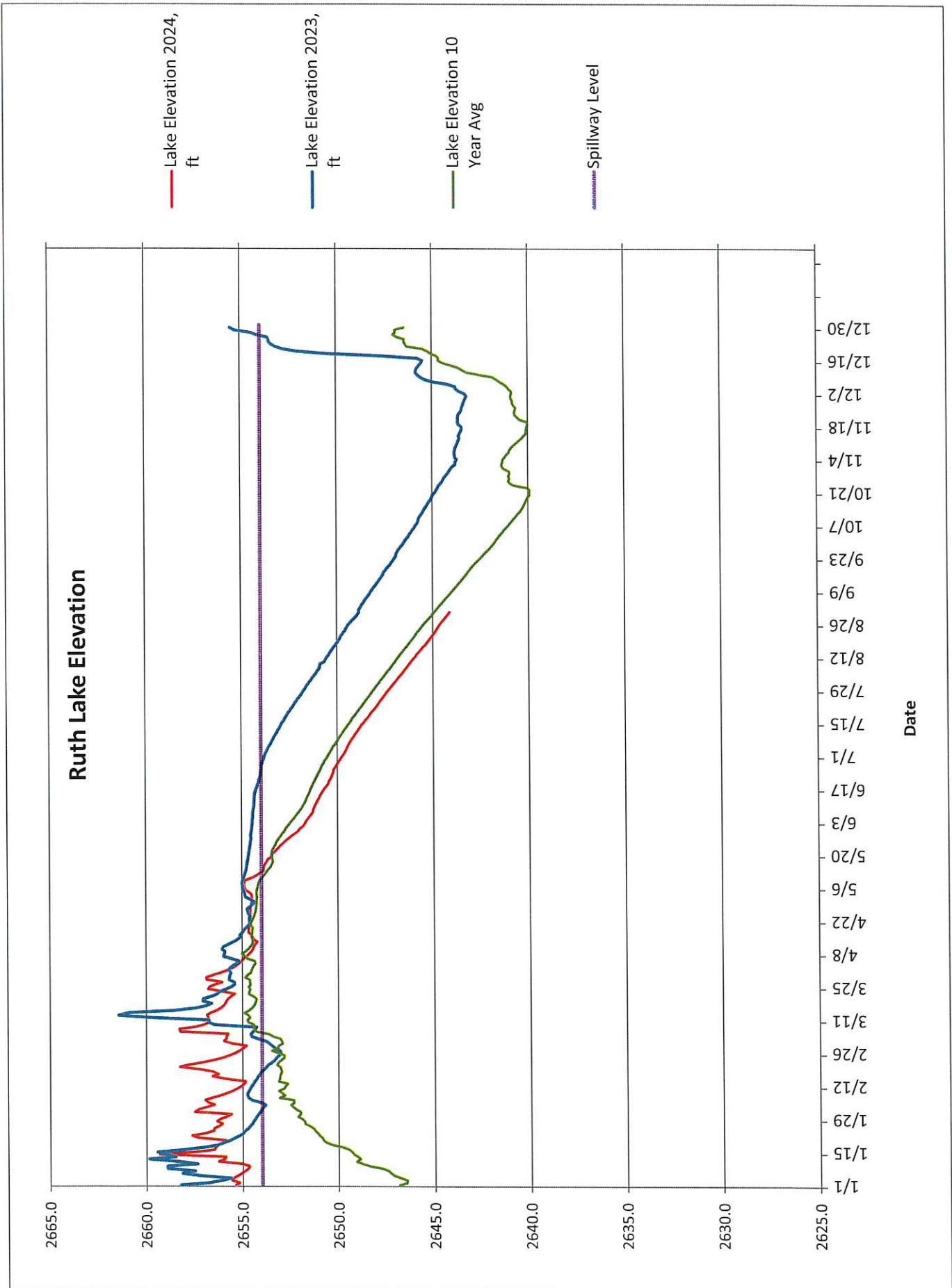
1. Flow at Mad River above Ruth Reservoir (Zenia Bridge) averaged 1 cfs with a high of 1 cfs on August 1<sup>st</sup> and a low of 0 cfs on August 31<sup>st</sup>
2. The conditions at Ruth Lake for August were as follows:  
The lake level on August 31<sup>st</sup> was 2644.13 feet which is:
  - 3.01 feet lower than July 31<sup>st</sup>, 2024
  - 4.81 feet lower than August 31<sup>st</sup>, 2023
  - 0.81 feet lower than the ten-year average
  - 9.87 feet below the spillway
3. Ruth Headquarters recorded 1.05 inches of rainfall for August
4. Ruth Hydro produced 151200 KWh in August. There were no shut downs.
5. The lake discharge averaged 43 cfs with a high of 45 cfs on August 26<sup>th</sup>

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

6. The river at Winzler Control Center, for August, had an average flow of 65 cfs. The river flow was at a high of 164 cfs on August 25<sup>th</sup>
7. The domestic water conditions were as follows:
  - a. The domestic water turbidity average was 0.13 NTU, which meets Public Health Secondary Standards
  - b. As of August 31<sup>st</sup>, we pumped 271.258 MG at an average of 8.750 MGD
  - c. The maximum metered daily municipal use was 12.006 MG on August 6<sup>th</sup>
8. The TRF is offline for the summer.

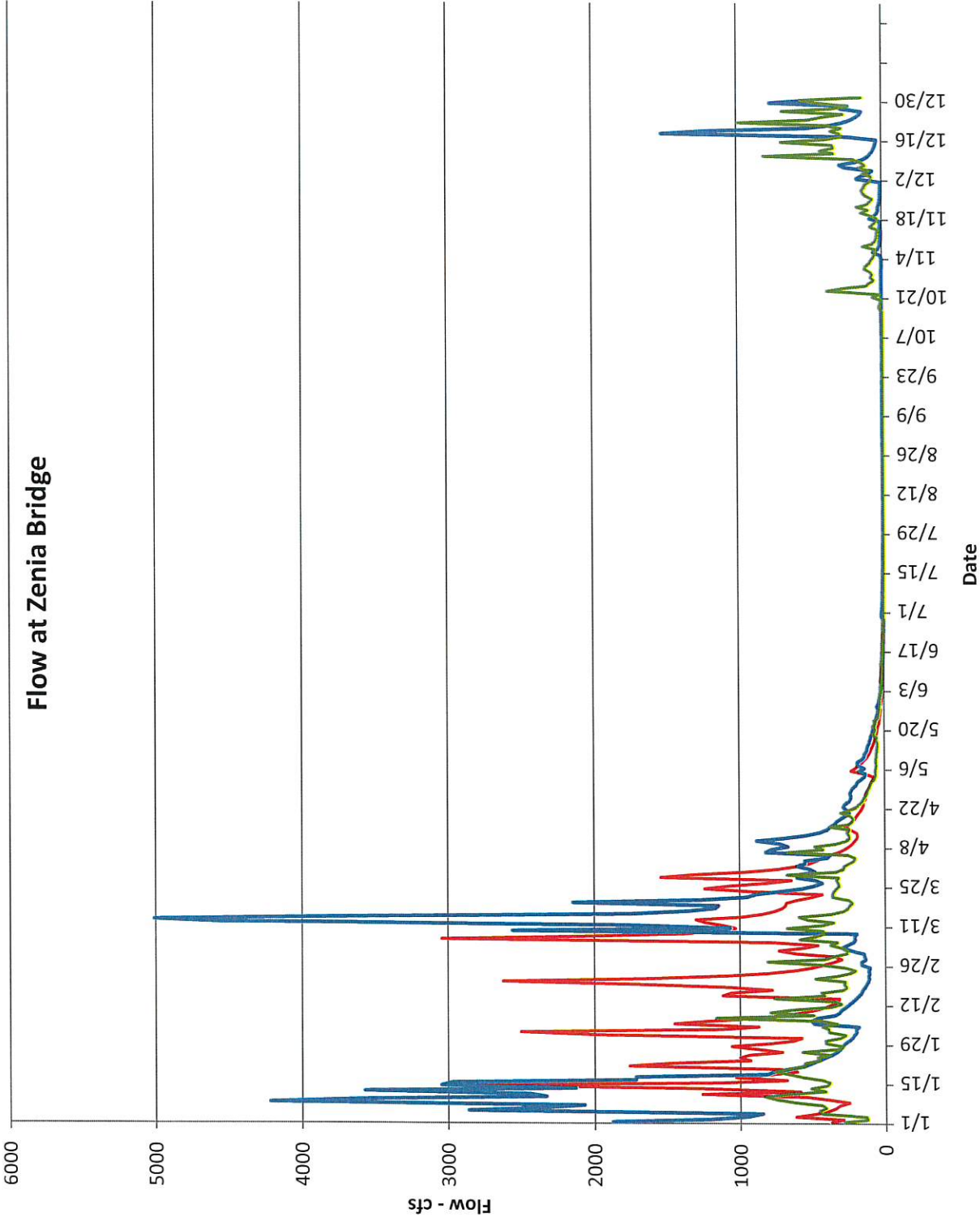
9. August 1<sup>st</sup>
  - a. OSHG 90% plan review with staff
  - b. Teams meeting with Humboldt County Re: Laurel Tree Charter School water connection.
10. August 5<sup>th</sup> – Teams Mtg Re: Samoa tank retro-fit project
11. August 7<sup>th</sup> – Teams mtg. Re; OSHG 90% plan review comments and temporary system connections
12. August 13<sup>th</sup> – Maintenance finished set up and testing of new pump 1-2 motor.
13. August 15<sup>th</sup>
  - a. Teams Mtg. Re: CDP / EIR
  - b. Maintenance went to Ruth to work on camera mounts at top of dam, start tilt meter mounting bracket installations and quarterly battery maintenance
14. August 22<sup>nd</sup>
  - a. Tesla on-site working on BESS. Replacing bad communication cable
  - b. Safety meeting – Forklift safety and practical test
15. August 28<sup>th</sup> – Electrician went to Ruth to work on failed solar charger.
16. August 29<sup>th</sup>
  - a. Took delivery of new pump 2-1 – found mis-manufactured column. Dealing with vender on replacement
  - b. Ruth trip to install more tilt meter brackets and meters, and repaired accumulator on HBV panel
17. August 30<sup>th</sup> – Zoom mtg with Matrix Re: Fleet electrification
18. Current and Ongoing Projects
  - a. Collector 2 and Collector 2-meter, Communications project – In Progress, Waiting for backordered Fiber Optic cable ends.
  - b. Tesla battery bank projects – Contract development in progress for Schatz Energy Research.
  - c. OSHG – Equipment procurement and planning in progress. All components received. 90% plans complete and reviewed.
  - d. Routine annual equipment maintenance and services.



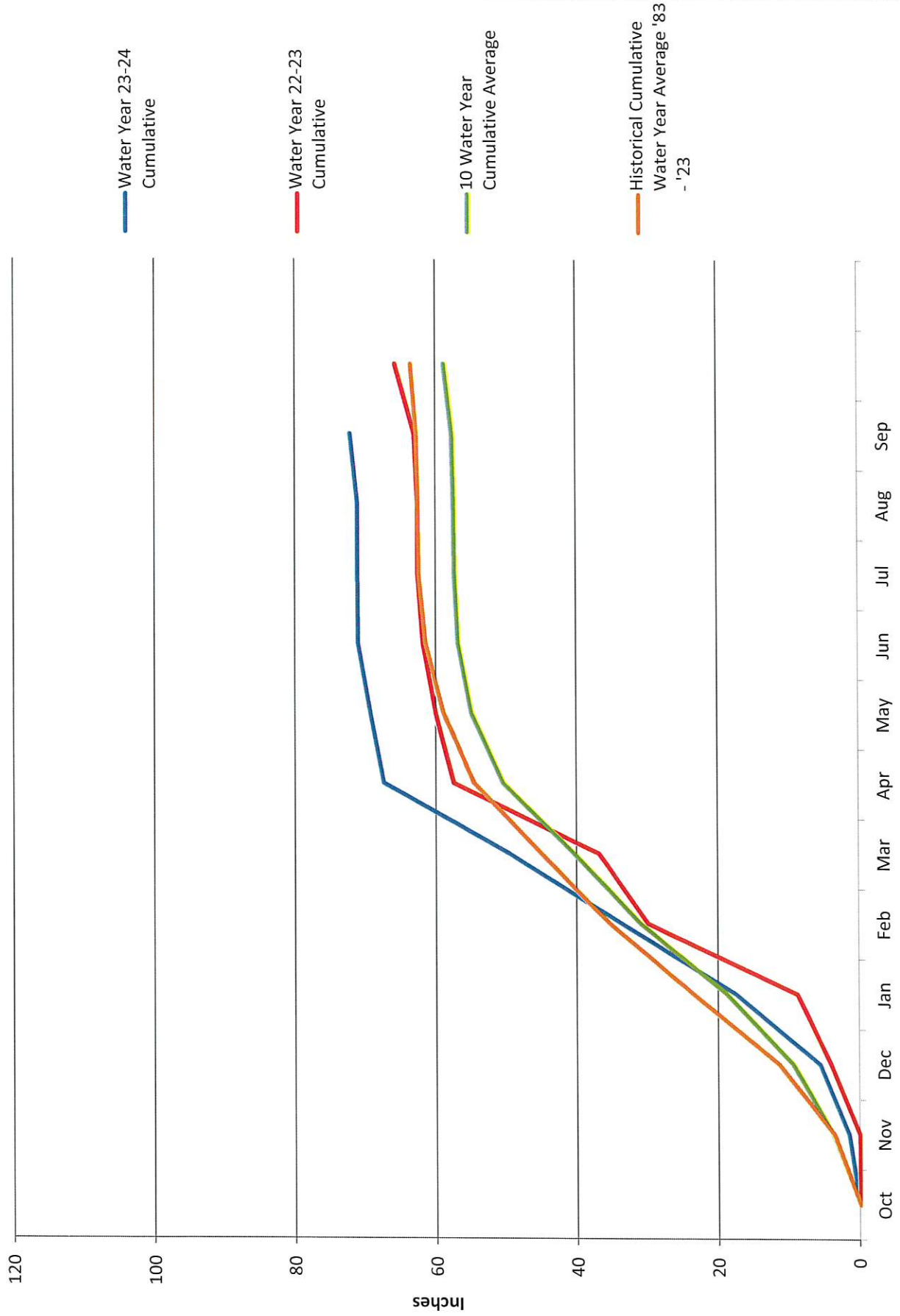


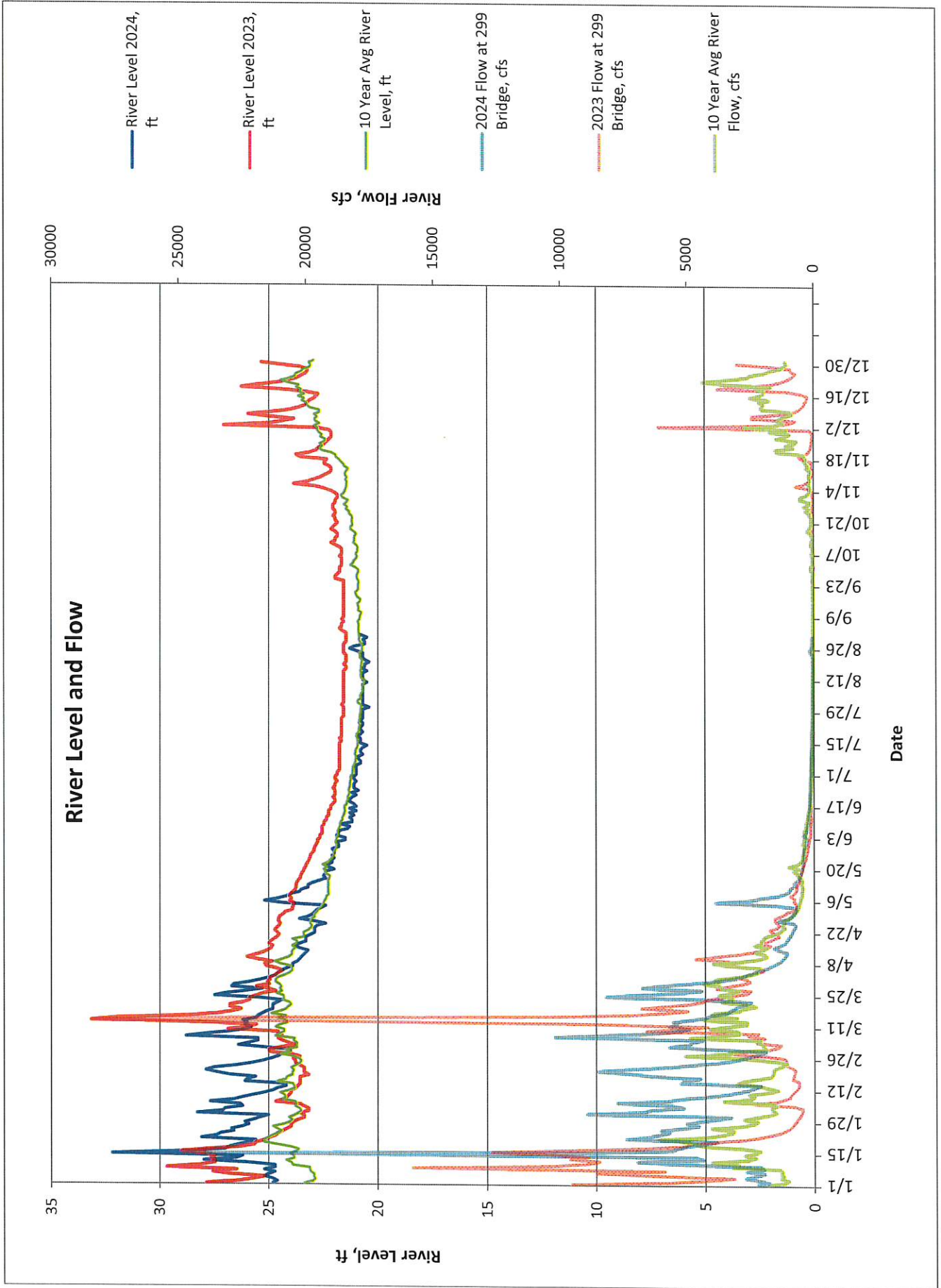
# Flow at Zenia Bridge

- Mad River at Zenia Br 2024, cfs
- Mad River at Zenia Br 2023, cfs
- Ten Year Avg 2014 - 2023



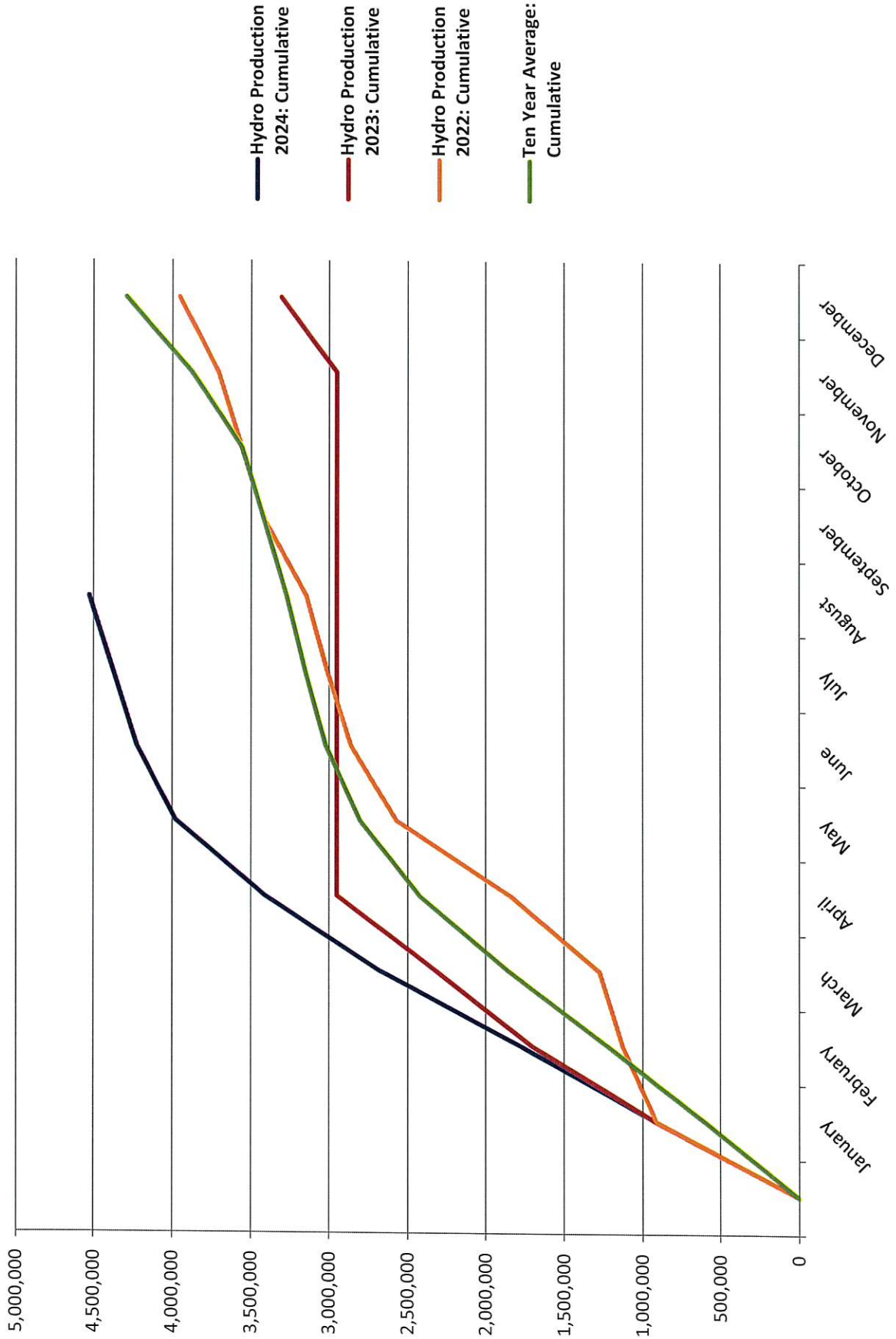
### Ruth Rainfall - Water Year 2023-2024







### Ruth Hydro Production: Cumulative kWh



# **MANAGEMENT**

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors

Date: September 12, 2024

From: John Friedenbach

RE: HBMWD Section 457 Deferred Compensation Plan

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**History**

One of the employee benefits that the Board has approved is a Section 457 Deferred Compensation Plan (Plan). This basically allows employees to voluntarily defer pre-tax compensation into a tax deferred retirement account. The District has a sliding scale employer match based on employment longevity with the District. Currently our Plan is administered by Corebridge Financial, successor to Valic. The employee accounts with Corebridge are administered as individual accounts, not a group account.

**Discussion**

At the CSDA GM Summit, I discussed our 457 Plan with a representative, Taylor Boyd, of Burnham Gibson Wealth Advisors (BGWA). We have had several follow up discussions and BGWA has performed detailed analyses of our Plan, investment options, Corebridge fees, and account administration. BGWA has recommended entering into a fiduciary Plan administrative role for the District's 457 Plan.

Burnham Gibson Wealth Advisors, LLC is an independent registered investment adviser that was founded in 2015. The Adviser is part of The Baldwin Insurance Group Inc. (The Baldwin Group, NASDAQ:BWLN). The Baldwin Group is an independent insurance distribution firm delivering tailored insurance and risk management insights and solutions.

As of December 31, 2023, BGWA discloses approximately \$3,244,151,546 in total assets representing: (1) \$609,427,097 of assets under discretionary management in its Asset Management Services; (2) \$2,634,724,449 of assets under non-discretionary management in its Portfolio Management Services; (3) \$2,654,077,807 plan assets under consultation. Assets under consultation are assets for which BGWA acts as an ERISA 3(21) or an ERISA 3(38) fiduciary and provides ongoing recommendations based upon the needs of the retirement plan client, as to which specific securities or other investments to make available to its plan participants, among other services.

The list of services BGWA will provide to HBMWD include:

**Burnham Gibson's Core Services for Retirement Plans****Fiduciary  
Compliance**

- Fiduciary liability mitigation through proper documentation and ongoing monitoring
  - Adherence to investment policy statement and plan document
  - Online fiduciary portal archiving historical plan documents, as well as historical meeting materials
  - Fiduciary training for committee members
-

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<b>Investment Due Diligence</b>	<ul style="list-style-type: none"><li>• Investment policy creation, design, implementation and review</li><li>• Assist in coordinating regular investment committee meetings to review selected investment options, legislative changes, and overall health of the plan</li><li>• Performance due diligence and overall selection of investment options</li></ul>
<b>Platform/Fee Benchmarking</b>	<ul style="list-style-type: none"><li>• Comprehensive vendor search based on your specific goals and service needs</li><li>• Benchmarking analysis, relative to industry, to help ensure that your plan fees and capabilities are in line with or better than the competition</li><li>• Transition services with active involvement in the transition of the plan</li></ul>
<b>Employee Education and Communication</b>	<ul style="list-style-type: none"><li>• Development of comprehensive communication and education strategies customized to the needs of your participants</li><li>• Ongoing education both in person and via web conferencing, supported by a team of professionals</li><li>• Holistic Financial Wellness program</li></ul>
<b>Plan Strategy and Design</b>	<ul style="list-style-type: none"><li>• Contract analysis and review of plan design to ensure optimal utilization</li></ul>

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Burnham Gibson Wealth Advisor's expertise comes from the people that make up BGWA. Our team holds a multitude of professional designations that allow us to approach your plan needs in a comprehensive and proficient manner. The designations include:

- **CPFA** – The Certified Plan Fiduciary Advisor (CPFA) designation highlights our competence in dealing with retirement plans. This certification attests to our ability to act as a plan fiduciary and guides us in managing our roles and responsibilities in the best interest of the participants.
- **CFA** – The Chartered Financial Analyst (CFA) designation, granted by the CFA Institute, underlines our robust expertise in investment analysis. This recognition furthers our capacity to manage and guide your investments effectively.
- **QKA** – The Qualified 401(k) Administrator (QKA) certification serves as a national standard for professionals involved in 401(k) retirement plans. This designation signifies our excellence in key elements of 401(k) plan administration, such as Plan Management, Testing, and Compliance.
- **AIF** – The Accredited Investment Fiduciary (AIF) designation enhances our ability to act as a steward committed to putting our clients' best interests first. It signifies our upholding of a high standard of fiduciary duty in serving clients.

All these designations arm us with well-rounded knowledge and skills to provide the best possible plan and investment advice to our clients.



**Current HBMWD 457 Plan details with Corebridge**

- Total assets within plan as of 6/30/2024: \$1,850,408.35
- Total participants 45
- Total active participants 31
- Current NET crediting rate of fixed account 2.6% (fixed savings account rate vs others at 3.90%)
- Current fee
  - Record keeping fee assessed to all participants
    - 1.34%
  - Weighted investment expense
    - 0.54%
- Fiduciary oversight in place: no

Based on discussion with and analysis by BGWA, staff recommends that Humboldt Bay Municipal Water engage BGWA to spearhead the process of identifying a recordkeeper capable of pricing the District's plan as a group rather than as individual contracts, as is currently the case with Corebridge. This task will require BGWA to secure quotes from Corebridge, among other providers, to construct an open architecture plan with BGWA functioning as an ERISA 3(21) fiduciary advisor for the investments within the plan.

Throughout this process, the District's primary objective is to enhance the Plan's offerings with a focus on optimizing employees' retirement accounts and services. To achieve this, BGWA will formulate an investment policy statement to establish a formal procedure, ensuring the proposed investment options are of the highest quality.

Some of the anticipated benefits to the investments are set to include:

- Lower recordkeeping costs
- Target date investment options selected through a glidepath analysis
- Enhanced fixed account crediting rates
- Certation of Managed account solution for participants

If a transition away from Corebridge is chosen, the District will execute a plan amendment to allow all participants to move as a trustee-to-trustee transfer. This will allow for all participants to migrate through one conversion. The District will evaluate the best interest of the participants while doing this transfer. Some key metrics the District will be reviewing is overall costs and choice of quality investments offered.

Should the District engage BGWA, they will charge the District a fixed fee of \$3,000 per quarter during the transition period. It is anticipated that the transition will take no more than two quarters to complete. Once the new 457 Plan investment firm is selected and the transition is complete, the District would replace the fixed fee contract with a variable fee contract where BGWA will charge a 0.50% monthly fee for their fiduciary services.

BGWA has recently completed this process and become the ERISA 3(21) fiduciary advisor for the City of Arcata and the County of Humboldt.

**Recommendation**

Staff recommends approval of engaging Burnham Gibson Wealth Advisors, LLC to act as an ERISA 3(21) or an ERISA 3(38) fiduciary for the District's Section 457 Deferred Compensation Plan and to provide ongoing recommendations based upon the needs of the Plan, as to which specific securities or other investments to make available to our Plan participants, among other services per the attached Investment Fiduciary & Retirement Plan Consulting Agreement.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

**NAME OF PLAN(S):** The 457 Plan of HMBWD

**NAME OF EMPLOYER/PLAN SPONSOR:** Humboldt Bay Municipal Water District

This Investment Fiduciary & Retirement Plan Consulting Agreement (this “**Agreement**”) is made by and between Burnham Gibson Wealth Advisors, LLC (“**Adviser**”) and the Employer/Plan Sponsor (“**Sponsor**”) of the above-referenced retirement plan for the benefit of the Plan further described in the attached profile at **Appendix A** (the “**Plan**”). The effective date of this Agreement is the date accepted by an officer of Adviser signing below (“**Effective Date**”). All appendices attached to this Agreement are herein incorporated as of the Effective Date.

Sponsor is the sponsor of and maintains the Plan, which is subject to its governing documents (the “**Governing Documents**”) and the following: (check all that apply)

- Coverage under Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”):  Yes  No
- Investment Direction Provided By:  Trustee(s)  Participants
- Established/Maintained as a Multiple Employer Plan (“MEP”):  Yes  No

**1. SERVICES**

Adviser will provide the Fiduciary Services and / or Consulting Services (both as defined below) selected below by Sponsor (collectively, the “**Services**”) to assist Sponsor in meeting its requirements to prudently administer and manage the Plan and, if applicable, to educate the Plan’s participants (the “**Participants**”) to help them maximize their benefits through the Plan.

When providing any Nondiscretionary Fiduciary Services, as selected below by Sponsor, Adviser will solely be making recommendations to Sponsor, and Sponsor retains full discretionary authority or control over assets of the Plan. When providing any Discretionary Fiduciary Services, Adviser will exercise discretionary authority over the Plan assets covered under each Discretionary Fiduciary Service selected below by Sponsor.

Adviser will provide the following investment fiduciary services (the “**Fiduciary Services**”): (check all that apply)

<b>INVESTMENT FIDUCIARY SERVICES: PLAN-LEVEL (Select Services in Only One Column)</b>	
<b>3(21) Nondiscretionary Fiduciary Services</b>	<b>3(38) Discretionary Fiduciary Services</b>
<input checked="" type="checkbox"/> <b>INVESTMENT POLICY STATEMENT (IPS):</b> Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an investment policy statement (“IPS”), Advisor will provide recommendations to Sponsor to assist with establishing an IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan’s objectives. If the IPS does not represent the objectives of the Plan, Advisor will recommend to Sponsor revisions to align the IPS with the Plan’s objectives.	<b>OR</b>
<input checked="" type="checkbox"/> <b>INVESTMENT ADVICE:</b> Based on the Plan’s IPS, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting investments that meet the IPS criteria. Once Sponsor selects the investment(s), Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the investment(s). If the IPS criteria require any investment(s) to be replaced, Advisor will provide recommendations to assist Sponsor with replacing the investment(s).	<b>OR</b>
	INTENTIONALLY LEFT BLANK [IPS attached hereto must be accepted prior to commencement of Discretionary Services]
	<input type="checkbox"/> <b>INVESTMENT MANAGEMENT:</b> Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS that contains criteria from which Advisor will select, monitor and replace the Plan’s investments. Once approved by Sponsor, Advisor will review the investment options available to the Plan and will select the Plan’s investments in accordance with the criteria set forth in the IPS. On a periodic basis, Advisor will monitor and evaluate the investments and replace any investment(s) that no longer meet the IPS criteria.



**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

<input checked="" type="checkbox"/> <b>ADVICE RE THIRD-PARTY MANAGERS:</b> Based on the Plan's IPS or other investment guidelines established by the Plan, Advisor will review the third-party investment managers available to the Plan and will make recommendations to assist Sponsor with selecting a manager to manage some or all of the Plan's investments. Once Sponsor approves the manager(s), Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Advisor will provide recommendations to assist Sponsor with evaluating replacement managers.	OR	<input type="checkbox"/> <b>MANAGEMENT OF THIRD-PARTY MANAGERS:</b> Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS or other documentation that contains criteria from which Advisor will select, monitor and replace the Plan's third-party investment managers. Once the IPS is approved, Advisor will select appropriate managers to manage all or a portion of the Plan's investments. Advisor will monitor the manager(s) in accordance with the IPS and will replace any manager(s) that is no longer meeting the IPS criteria. Advisor must have a limited power of attorney in order to hire any managers on behalf of the Plan.
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Advisor will provide the Plan consulting services (the "Consulting Services") identified below: (check all that apply)

RETIREMENT PLAN CONSULTING SERVICES
<b>Administrative Support</b>
<input checked="" type="checkbox"/> Assistance, as needed, with reviewing plan objectives and features available through the plan
<input checked="" type="checkbox"/> Review Plan committee structure and administrative policies/procedures
<b>Oversight of Relationship with Service Provider</b>
<input checked="" type="checkbox"/> Assist with process to select, monitor and replace service providers
<input checked="" type="checkbox"/> Review of service providers disclosures and fee benchmarking
<input checked="" type="checkbox"/> Provide reports and/or information designed to assist plan sponsor with monitoring service providers.
<input checked="" type="checkbox"/> Vendor transition support and coordination of Plan conversion
<input checked="" type="checkbox"/> Assist with preparation and review of Requests for Proposals (RFPs) and/or Information (RFI) upon request*
<b>Investments</b>
<input checked="" type="checkbox"/> Coordinate committee meetings to monitor investment performance
<input checked="" type="checkbox"/> Deliver updates to committee regarding market and economic conditions as necessary or upon request
<input checked="" type="checkbox"/> Review of investment objectives and/or IPS as needed or upon request
<input checked="" type="checkbox"/> Educate Plan committee members, as needed, regarding available investment options and strategies

\* Additional Project-Based Fees may apply; please see Appendix B.

**Excluded Items**

Sponsor acknowledges and agrees that the only responsibility of Advisor is to render the Services hereunder. Advisor will not be responsible for any of the following:

- a) providing any services to, any other plan other than the Plan unless delegated to and accepted in writing by Advisor under a separate agreement or the appendices hereto;
- b) any Services other than in connection with a class of investments selected above (e.g., DIAs, QDIAs, Models, etc.) (the "Covered Investments") and will not be responsible for providing recommendations or advice concerning other investments (e.g., employer securities, any Participant loans held by the Plan, unallocated accounts, mutual fund windows or brokerage accounts, etc.);
- c) arranging for the execution of securities transactions through a broker-dealer the Sponsor believes can provide best execution;
- d) the administration of the Plan or for the interpretation of Plan documents, the determination of Participant eligibility, benefits, vesting, distribute notices to Participants, the approval of the distributions to be made by the Plan, or any other action with respect to the management, administration or any other aspect of the Plan;
- e) Advisor does not provide the Services as a fiduciary to an investment contract, product or entity that holds the Plan' assets; nor does it perform recordkeeping or brokerage services to the Plan;

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

- f) the duties of a trustee or Plan Administrator (as defined in ERISA §3(16));
- g) maintaining or restoring (as applicable) the compliance of the Plan with the Code, ERISA, and other applicable law, or for other service providers' compliance with applicable law, including the Code and ERISA;
- h) any obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by the Plan or with respect to any legal proceedings, including class action lawsuits or bankruptcies, it being understood that such responsibilities lie with either Sponsor or another party appointed by Sponsor—irrespective of the Plan's provisions;
- i) providing legal or tax advice to Sponsor, the Plan or the Participants (and Sponsor agrees to seek the advice of its own legal and tax advisors as to all Plan matters).

**2. FEES****2.1 Amount and Timing**

Sponsor agrees to pay Adviser a fee covering all charges for Services (the "Fees"). Sponsor agrees to pay Adviser for its Services rendered hereunder, in accordance with the fee schedule attached hereto as **Appendix B**. Adviser receives no direct or indirect compensation related to the assets of the Plan, which has not been disclosed in **Appendix B**, or which has not been otherwise disclosed in **Appendix D**, if applicable.

**2.2 Direct Debit of Fees**

Unless Adviser agrees to invoice Sponsor directly for its Fees, as noted in this Section 2, Sponsor hereby authorizes Adviser to invoice the Plan's custodian for the Fee and directs and authorizes the custodian to deduct the Fee from the Plan's Account. Sponsor hereby directs and authorizes Adviser to instruct the custodian to send Sponsor a statement, at least quarterly, indicating all amounts disbursed from the Account including the Fee paid from the Account. Sponsor acknowledges that it is Sponsor's responsibility to verify the accuracy of the calculation of the Fee and that the custodian will not determine whether the Fee is accurate or properly calculated.

**2.3 Additional Fees and Adjustments**

The Plan may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Plan, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Unless Adviser agrees otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Account during that period or (ii) any partial withdrawal of assets from the Account during that period. If this Agreement is terminated by Adviser or by Sponsor, Adviser will refund certain Fees to Sponsor to the extent provided in Section 8 of this Agreement. Unless Adviser agrees otherwise, all Fees shall be based on the total value of the assets in the Account without regard to any debit balance.

**2.4 Valuation**

In determining the value of the Account for purposes of calculating any asset-based Fees, Adviser may rely upon the valuation of assets provided by Sponsor or the Plan's custodian or recordkeeper without independent verification. If, however, there are circumstances which, in the Adviser's judgment, render the custodian's valuation inappropriate in which case Adviser will value securities listed on any national securities exchange at the closing price on the principal exchange on which they are traded (unless there are circumstances which in Adviser's judgment render a different method of valuation more appropriate), and will value any other securities in a manner determined in good faith by Adviser to reflect fair market value. In all events, Sponsor acknowledges that any such valuation will not be any guarantee of the market value of any of the assets in the Plan.

**3. NON-EXCLUSIVITY**

Sponsor understands that Adviser may give advice or take actions for other clients that differ from the advice given or the timing or nature of any action taken for the Account. In addition, Adviser may, but is not obligated to, purchase or sell or recommend for purchase or sale any security, which Adviser may purchase or sell for their own accounts or the account of any other client. Adviser has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.



**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT****4. CUSTODY OF ASSETS AND OTHER SERVICES**

Custody of all Plan assets will be maintained with a third party custodian selected by Sponsor ("Custodian"), and Adviser will not have custody of any Plan assets. Plan recordkeeping will be provided by a third party recordkeeper selected by Sponsor, and Sponsor will be solely responsible for paying all fees or charges of the Custodian and recordkeeper. Adviser will not be responsible or liable for recommendations or services rendered by third party service providers ("other provider") or the other provider's compliance with applicable laws, including the Code and ERISA.

Adviser will not act as custodian for the Assets, but may issue such instructions to the Custodian as may be appropriate in connection with the performance and/or settlement of transactions authorized by the Sponsor under the terms of this Agreement. Instructions of the Sponsor to Adviser and/or Custodian shall be made in writing unless the Adviser, in its sole discretion, determines that an instruction may be given orally. Adviser reserves the right to require the Sponsor to confirm oral instructions via first class mail, e-mail or facsimile as soon as practical following receipt of oral instructions. Adviser shall instruct all brokers, dealers, investment companies, insurance companies, etc. executing orders on behalf of the Plan to forward to the Sponsor and/or Custodian copies of all confirmations promptly after execution of transactions.

**5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SPONSOR**

Sponsor represents, warrants and covenants with Adviser as follows:

- a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the Services and/or products provided. Sponsor acknowledges that it has received and read this Agreement and the Services and Fees disclosed herein prior to entering into, renewing or extending this Agreement and that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable.
- b) This Agreement is binding on Sponsor and does not violate any prior obligation or agreements, and the Governing Documents (and related custodial or annuity documents) permit payment of the Fees out of Plan assets.
- c) Sponsor is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including Sponsor's obligation to obtain and maintain for the period of this Agreement any bond in the requisite amount which may be required and all federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information which may apply to the Plan or the Sponsor.
- d) Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits.
- e) Sponsor will cooperate fully with Adviser in providing the Services. Sponsor authorizes Adviser to deliver documents and communicate with Plan and Participants or beneficiaries through the use of electronic means, including electronic mail and posting to a website. Sponsor, and not Adviser, is responsible for determining whether the use of such electronic communication complies with the applicable law.
- f) Any individual signing this Agreement on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to Adviser or any of its affiliates; and (ii) has the power and authority under the Governing Documents to appoint investment advisors, managers and consultants under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with applicable law.
- g) Sponsor agrees to promptly provide Adviser with any amendments to the Plan's Governing Documents that are reasonably expected to alter or affect Adviser in the performance of Services under this Agreement in accordance with Section 11.
- h) Sponsor acknowledges that investments fluctuate in value, and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.
- i) That if this Plan is governed by ERISA, the undersigned representative of Sponsor is the "Responsible Plan Fiduciary" to whom necessary disclosures have and will be made under ERISA Regulation 2550.408b-2.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

- j) Sponsor acknowledges that Adviser may share the Plan's information among registered investment advisor affiliates which may have supervisory responsibilities over Adviser, only to the extent necessary.
- k) Sponsor agrees to provide Adviser with a list of persons or entities which it considers to be a "disqualified person," as that term is defined in Code §4975, or a "party in interest," as that term is defined in ERISA §3(14).
- l) If Sponsor has directed Adviser to use a certain broker-dealer, Adviser is not responsible to seek best execution for transactions in the Account and the Plan may pay higher brokerage fees than if Adviser were authorized to direct transactions to another broker-dealer that could provide best execution.
- m) Sponsor understands that Adviser will have no responsibility for the diversification of all of the Plan's investments, and will have no duty, responsibility or liability for Plan assets that Adviser has not been engaged hereunder to provide Discretionary Fiduciary Services for.
- n) Sponsor is the "named fiduciary" (as defined in ERISA §402(a)(2)) with respect to control or management of the assets of the Plan, and with respect to any Discretionary Fiduciary Services, Sponsor has duly appointed Adviser in accordance with the applicable provisions of the **Governing Documents** to manage the assets of the Plan.
- o) No person or entity other than Sponsor has, or will exercise, the discretionary authority to appoint or terminate Adviser or to negotiate this Agreement, and each individual who can exercise such authority is exclusively employed by or associated with Sponsor or its affiliates.
- p) Neither Sponsor nor any subsidiary or affiliate of Sponsor is affiliated with any counterparty that could reasonably be expected to be involved with investment transactions for the Plan.
- q) The Plan is offered only in conjunction with one or more third party administrators or other providers that have adequate operational capabilities.
- r) Except as disclosed to Adviser in writing, no affiliate of Sponsor (within the meaning of ERISA §407(d)), other than the affiliates listed in Appendix A, has any securities (including any "marketable obligations" within the meaning of ERISA §407(e)) issued and outstanding that are publicly traded, exempt from registration under Rule 144A adopted under the Securities Act of 1933 or otherwise available for purchase by the Plan.

**6. REPRESENTATIONS OF ADVISER**

Adviser represents as follows:

- a) Adviser is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), and will maintain such registration.
- b) Adviser has the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- c) Adviser will disclose to Sponsor any material change to the information regarding the Services, compensation and conflicts of interest as soon as reasonably practicable, but not later than 60 days from the date on which Adviser acquires knowledge of the material change or as otherwise required by applicable law. If Adviser makes an error or omission in disclosing information to Sponsor, Adviser will disclose the correct information to Sponsor as soon as practicable but not later than thirty (30) days from the date Adviser knows of the error or omission.
- d) If the Plan is governed by ERISA, upon written request by Sponsor, Adviser will disclose relevant information related to this Agreement and the compensation or Fees received under the Agreement reasonably in advance of the date Sponsor states that Sponsor must comply with Sponsor's applicable reporting and disclosure requirements of Title I of ERISA and applicable regulations, forms and schedules. If Adviser is unable to respond to Sponsor's written request reasonably in advance of Sponsor's need due to extraordinary circumstances beyond Adviser's control, Adviser will disclose the information as soon as practicable. Adviser acknowledges that, to the extent the Services constitute investment advice to the Plan for compensation, Adviser will be acting in a "fiduciary" capacity as those terms are used under Section 3(21)(A)(ii) of ERISA and that, to the extent Adviser exercises discretionary authority over the Plan's investments, it will be deemed to be acting in a "fiduciary" capacity as the Plan's "investment manager" as those terms are used under Section 3(38) of ERISA. Otherwise, the Services will be considered non-fiduciary Consulting Services.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

- e) Adviser agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- f) In providing IRA rollover educational information, Adviser will not solicit Participants or provide recommendations to Participants on the advisability of taking retirement plan distributions. Any Services to Participants that include discussions about individual distributions or how to invest the proceeds of a distribution will be performed under a separate agreement with the Participant.

**7. STANDARD OF CARE; INDEMNIFICATION; DATA DISCLOSURE****7.1 Standard of Care**

The sole standard of care imposed on Adviser in performing any investment fiduciary service(s) is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement will be deemed to limit any responsibility that Adviser may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

**7.2 Indemnification**

Sponsor agrees that the only responsibilities of Adviser hereunder are to render the Services specifically selected in Section 1 of this Agreement. Adviser agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Adviser's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by Adviser contained in Section 6 of this Agreement; provided, Adviser is not liable for any indirect, special, consequential or exemplary damages.

Sponsor agrees to defend, indemnify and hold Adviser harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation which arise from: (i) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (ii) Adviser's reliance or any action taken by Adviser in reliance upon any instruction(s) and/or information received by Adviser from Sponsor; (iii) any breach of Sponsor's representations and warranties set forth in this Agreement; (iv) any cause of action brought by the Sponsor, Plan participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by Adviser's intentional misconduct, gross negligence or breach of fiduciary duty; (v) any cause of action brought by a third party related to any other employee benefit plans sponsored by Sponsor which is not covered by this Agreement; (vi) any cause of action brought by a third party related to the Plan or any plan which arose as a result of actions or conduct prior to the Effective Date of this Agreement; and (vii) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow Adviser's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If Adviser is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay Adviser's reasonable costs, including the costs of its personnel and counsel, unless Adviser is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

Sponsor will promptly notify Adviser of any errors in completeness in any of the data, analyses, opinions, or other information it provides to Adviser in connection with the rendering of Services hereunder. Adviser will not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

If Sponsor stock is held by or offered as an investment option under the Plan, or if Participants may invest the assets in their accounts through individual brokerage accounts, a mutual fund window or other similar arrangement, Adviser shall have no responsibility or liability with respect thereto.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

Notwithstanding the foregoing, the federal securities laws or other applicable laws impose liabilities under certain circumstances who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Plan or the Sponsor may have under any federal securities laws or other applicable laws.

**7.3 Data Disclosure; Information from Sponsor and Third Parties**

Adviser will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that Adviser cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Adviser's control.

The Services provided by Adviser are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Adviser is entitled to rely upon all information necessary for it to carry out its duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by Adviser. Sponsor represents that all such information provided to Adviser is and shall be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify Adviser in writing of any material change in the information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.

Adviser is authorized by Sponsor to obtain all information from the Plan's other service providers, including recordkeepers, investment managers, the Plan's trustee and Plan's administrator as Adviser may reasonably require. Sponsor authorizes plan custodian, product vendor, trustee or any third party responsible for any aspect of plan operation to promptly release said information to Adviser immediately upon request.

**8. TERM; TERMINATION**

This Agreement and the authorizations provided herein are continuous and shall remain in full force and effect and be relied upon until either party terminates this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Adviser will be entitled to a pro-rata amount of compensation. Any unearned fees paid in advance will be refunded. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 7, 12 and 13) will survive any expiration or termination of this Agreement. Upon termination, Adviser will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate immediately if Sponsor does not implement Adviser's recommendations.

**9. PRIVACY POLICY**

Adviser's privacy policy is attached hereto in Appendix C. Adviser's policy about obtaining and disclosing information may change from time to time. Adviser will provide Sponsor with notice of any material change to this policy.

**10. PROXIES; CLASS ACTION LAWSUITS**

Sponsor acknowledges and agrees that Sponsor expressly retains the right and obligation to vote proxies, and agrees that Adviser is precluded from voting proxies for the Plan. Adviser will not be obligated to take action or render any advice involving legal action on behalf of Sponsor with respect to securities or other investments held by the Plan, or the issuers thereof, which become the subject of legal notices or proceedings, including bankruptcies. Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits. Sponsor further acknowledges that Adviser will not be responsible for prospectus delivery.

**11. NOTICES**

All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, facsimile transmission, e-mail, or by certified mail, return receipt requested, at the address set forth on the signature page, or such other address as such party may designate in writing to the other, or by such other means as may be agreed to by the parties from time to time.



**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT****12. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any disputes relating to this Agreement between the parties hereto shall be adjudicated in Orange County, California.

**13. ARBITRATION**

All disputes, actions or controversies between Sponsor and Adviser or its affiliates, including any of Adviser's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by Adviser under this Agreement, or the construction, performance or breach of this or any other agreement between Adviser or an affiliate and Sponsor, whether entered into prior to, on or subsequent to the date hereof, will be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties will engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator will be shared equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter will be settled by binding arbitration under JAMS. Unless the parties can agree on a single arbitrator, the matter will be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators selected by the parties. Judgment upon any award rendered by the arbitrator(s) will be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

- a) Arbitration is final and binding on the parties.
- b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent the waiver would violate applicable law.
- c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

**14. ACKNOWLEDGEMENT; RECEIPT OF WRITTEN INFORMATION**

Sponsor acknowledges that before this Agreement was entered into, Adviser provided to Sponsor information regarding Services, compensation, fiduciary obligations and conflicts of interest, including Adviser's Form ADV Parts II and III, and any supplements required by Rule 204-3 of the Act; Adviser's Privacy Policy; and this Agreement. Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision in determining the Services to be: (i) necessary for the operation of the Plan; and (ii) reasonable and appropriate based upon the compensation to be paid for the Services.

**15. MISCELLANEOUS PROVISIONS****15.1 Equitable Advisors**

Some of the investment advisor representatives ("IARs") providing Investment Fiduciary Services on behalf of Adviser under this Agreement are separately licensed as registered representatives of Equitable Advisors, an unaffiliated broker-dealer, member of the Financial Industry Regulatory Authority, Inc. and the Securities Investor Protection Corporation. For Investment Fiduciary Services

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

provided under this Agreement, Adviser is providing the advice as a fiduciary under ERISA. Any Investment Fiduciary Services provided under this Agreement are solely the responsibility of Adviser, which is independent of Equitable Advisors. Equitable Advisors is not acting as an ERISA fiduciary for the Plan, and neither provides, oversees nor monitors (i) any investment advice Sponsor may receive from Adviser or (ii) the compliance of Adviser with applicable law including but not limited to ERISA fiduciary standards and prohibited transaction rules.

**15.2 Captions**

Section headings are for convenience only and are not of substantive effect providing.

**15.3 Severability**

It is understood by the parties that if any provision, duty, obligation or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

**15.4 Entire Agreement**

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

**15.5 Assignability**

No assignment of this Agreement shall be made without the express written consent of all parties in accordance with the Act.

**15.6 Effect**

This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

**15.7 Modification**

The Agreement may be modified, including without limitation the Services to be provided by Adviser or the Fees charged by Adviser: (i) by written agreement between Adviser and Sponsor; or (ii) the Adviser may propose to increase or otherwise change the Fees charged, to change the Services provided, to assign the Agreement or otherwise modify this Agreement by giving Sponsor at least 60 days advance notice of the proposed change. The notice will be given in the manner described in Section 1.1 above. The notice will: (i) explain the proposed modification of the Fees, Services, assignment or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject in writing the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Sponsor rejects any change to this Agreement proposed by Adviser, then Adviser will not be authorized to make the proposed change. In that event Sponsor will have an additional 60 days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Adviser. If at the end of such additional 60 day period (or such additional time period as agreed by Adviser), the parties have not reached agreement, this Agreement will automatically terminate.

**15.8 Waiver of Limitation**

Nothing in this Agreement will in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under ERISA or federal or state securities laws.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

IN WITNESS WHEREOF, Adviser and Sponsor hereby execute this Agreement as of the Effective Date.

**ADVISER**

**SPONSOR**

**By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Print Name:** Taylor Boyd  
**Title:** Partner  
**Street Address:** 2050 Main Street, Suite 510  
**City, State, Zip:** Irvine, CA 92614  
**Approved by Officer of Adviser:** \_\_\_\_\_  
**Effective Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Street Address 1:** \_\_\_\_\_  
**Street Address 2:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_

## INVESTMENT FIDUCIARY &amp; RETIREMENT PLAN CONSULTING AGREEMENT

Appendix A: Plan Profile

Legal Name of Plan	The 457 Plan of HBMWD
Tax ID #	
Company Name	Humboldt bay Municipal Water District
Company Address	
Plan Type	457(b)
Plan Inception Date	
Sponsor securities described in Section 5(r)	
Name (first & last) of Named Fiduciar(ies), (aka Plan Sponsors)	
Name (first & last) of Plan Administrator(s)	
Company Name under the Plan	Humboldt Bay Municipal Water District
Plan Administrator Address	
Primary Contact Phone	
Email	
Company Name of Third Party Administrator	
Third Party Administrator Address	
Primary Contact Phone	
Email	
Company Name of Corporate Trustee	
Corporate Trustee Address	
Primary Contact Phone	
Email	
Company Name of Recordkeeper	
Recordkeeper Address	
Primary Contact Phone	
Email	
Company Name of Custodian	
Custodian Address	
Primary Contact Phone	
Email	



**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

**Appendix B: Fee Schedule**

The Fees will be determined in one of the following ways for the Assets (and if applicable, for the DB Assets):

- Assets Under Management:** Adviser will bill the Plan quarterly, in arrears (unless indicated otherwise below), an asset-based fee for providing the Services. Sponsor agrees that the Fees will be based upon the value of assets held in custody by the Plan's custodian (such assets being referred to herein as the "Account") excluding the value of any assets invested in Participants' self-directed brokerage accounts, using closing prices at quarter end, at one-quarter of the annual rates set forth below:

**Amount:** Adviser's Fee will represent a pro rata portion of an annual fee: *(check one of the following)*

- Equal to \_\_\_\_\_% of the value of the Account; or
- Determined according to the schedule below.

Plan Assets	Fees
\$0 to \$1,000,000	\$7,500
\$1,000,001 to \$3,000,000	75 basis points
\$3,000,001 to \$10,000,000	50 basis points
\$10,000,001 to \$20,000,000	35 basis points
\$20,000,001 to \$40,000,000	25 basis points
\$40,000,001 to \$75,000,000	15 basis points
\$75,000,001 to \$150,000,000	10 basis points
\$150,000,001 +	negotiable

The Fees will be payable in full within thirty (30) days from the date of Adviser's invoice.

**Timing:** *(check one of the following if billing is not in arrears)*

- Fees will be charged quarterly in advance; or
- Determined according to Recordkeeper policies.

- Flat Fee:** \$12,000 per year flat annual fee, payable quarterly, in arrears of the period for which Services are to be rendered. The stated annual fee may be increased each year with a cost of living adjustment of three percent (3%) with advance notice to the client.

- Project-Based Fee:** If applicable, Adviser will charge as a one-time, Project-Based Fee to provide one or more of the above-referenced Services or, alternatively, for: \_\_\_\_\_ as follows:

Amount Due                      Date Due  
 \$ \_\_\_\_\_                      \_\_\_\_\_ or  Payable upon delivery.

Adviser has received, or expects to receive, the following non-cash compensation in connection with Adviser's rendering of the Services (include nature, value and source, if applicable):

- \_\_\_\_\_
- None

Sponsor authorizes Adviser to bill all invoices for Services under this Agreement by: *(check one of the following)*

- Invoice third-party directly. (Must complete third-party's required form)
- Invoice Sponsor directly. (invoice will be sent to address noted in Sponsor's signature below unless notice is provided otherwise)

Sponsors agrees and acknowledges that billing invoices to a third-party will be for the convenience of the parties to this Agreement and will not relieve Sponsor of his/her full responsibility for the payment of all amounts due to Adviser under this Agreement. Sponsor

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

further agrees to pay all billed amounts that are not paid on Sponsor's behalf in a timely manner. Sponsor is urged to review all invoices and to verify the accuracy of the calculation of all amounts billed and paid under this Agreement.

In the event that Sponsor instructs Adviser to bill the Plan directly, but the Plan fails to pay any invoice within thirty (30) days of the date thereof, Sponsor authorizes Adviser to bill the Plan's custodian with respect to that invoice in the manner set forth herein. The fees set forth herein do not cover any execution, custody, clearing or settlement services provided by Adviser or Adviser's affiliates or investment management fees of investment managers retained by Sponsor.

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT****Appendix C: Privacy Policy****BURNHAM GIBSON WEALTH ADVISORS, LLC  
PRIVACY POLICY****OUR COMMITMENT**

Burnham Gibson Wealth Advisors, LLC ("BGWA") is committed to safeguarding the confidential information of its clients. We hold all personal information provided to us in the strictest confidence. These records include all personal information that BGWA collects from clients in connection with any of the services provided by us. BGWA has not and will not disclose client information to nonaffiliated third parties, except as permitted by law. If we anticipate a change in our firm policy, BGWA will advise its clients in advance.

We may use financial and other information that the client or their designated representatives provide us to help them meet their personal financial goals while guarding against any real or perceived infringements of their rights of privacy.

**THE INFORMATION WE COLLECT ABOUT YOU**

The categories of nonpublic personal information that BGWA collects from a client depends upon the scope of the client engagement. It will generally include information about their personal finances, information about their health to the extent that it is needed for the planning process, information about transactions between the client and third parties and information from consumer reporting agencies.

**ACCESS TO INFORMATION COLLECTED**

BGWA strives to maintain a secure office and computer environment to ensure that client information is not placed at unreasonable risk.

BGWA limits access to information to only employees and others who have a business or professional reason for knowing, and only to nonaffiliated parties as permitted by law. (For example, federal regulations permit us to share a limited amount of information about a client with a brokerage firm in order to execute securities transactions on their behalf, to supervise our employees that are also registered representatives with their firm, or so that our firm can discuss the client's financial situation with their accountant or lawyer.)

Employees are advised that all information, transactions, records, etc. of our clients is private and must be held in strict confidence. Employees are informed not to discuss a client's affairs with unauthorized persons including other BGWA employees. For unaffiliated third parties that require access to a client's personal information, including financial service companies, consultants and auditors, we also require strict confidentiality in our agreements with them and expect them to keep this information private. Federal and state regulators also may review firm records as permitted under law.

**DISCLOSING INFORMATION TO AFFILIATES**

BGWA may share information with its affiliate as permitted by federal and state laws. This may be information about your transactions and experiences, and for our affiliate to offer and provide you with additional products and services that may be valuable to you; however, we will not share information about your creditworthiness. If you do not want us to share information with our affiliate to market products or services to you, please complete the mail-in form on the next page and send it to us at our Irvine office.

**KEEPING YOUR INFORMATION ACCURATE AND SECURE**

We use security measures to protect your personal information from unauthorized access and use. These measures include computer safeguards and secured files and buildings. BGWA informs and trains its employees on the importance of confidentiality and customer privacy.

**OUTSIDE CONTRACTORS**

BGWA may, as necessary, use various services from nonaffiliated third parties for the purpose of supporting the financial products and services we provide to clients. These parties must agree to strict confidentiality in our agreements with them

**INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT**

and we expect them to keep all information private. **We do not provide clients' personally identifiable information to mailing list vendors or solicitors for any purpose.**

**MAINTENANCE OF RECORDS**

Personally identifiable information about a client will be maintained during the time they are a client, and for the required time thereafter that such records are required to be maintained by federal and state securities laws. After this required period of record retention, all such information will be destroyed.

**REQUESTS FOR INFORMATION**

BGWA directs a client or other interested person who has any questions about our privacy policies or procedures, to contact BGWA either in writing at: **2050 Main Street, Suite 510, Irvine, CA 92614** or phone: **(949) 833-5700**.

✂ -----

<b>Mail-in Form</b>		
<b>Mark if you want to limit:</b> <input type="checkbox"/> Do not allow your affiliate to use my personal information to market to me.		
<b>Name(s)</b>  <b>Street Address</b>  <b>City, State, Zip Code</b>  <b>Last 4 digits of social security #</b>  <b>Last 4 digits of account #(s)</b>		<b>Mail to:</b>  <b>Burnham Gibson</b> <b>2050 Main Street, Suite 510</b> <b>Irvine, CA 92614</b>



**ACWA**



# REGISTER NOW FOR ACWA FALL CONFERENCE & EXPO IN PALM DESERT

**BY ACWA STAFF AUG 21, 2024 WATER NEWS**

Registration is now open to attend ACWA's 2024 Fall Conference & Expo Dec. 3-5 in Palm Desert. The event will draw together California water leaders from throughout the state to learn and connect with experts and decision makers within the water community.

Registration is now an all-inclusive experience, giving attendees access to all keynote addresses and programs, ACWA's networking meal functions and snack stations, the Exhibit Hall and ACWA-hosted receptions.

Conference programming includes informative and insightful panel discussions with industry experts and thought-leaders.

Solution Spotlights feature 30-minute case studies, product demonstrations and other dynamic looks at how others in the industry are addressing today's challenges.

Designated conference programs will be recorded for on-demand access after the event.

Group savings (register five, get one free) are also available.

For more information, including a preliminary agenda and to register, visit [www.acwa.com/events](http://www.acwa.com/events).

**RCEA/RREDC**



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

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

**August 22, 2024  
Thursday, 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 June 27, 2024, Board Meeting.
- 4.2 Approve Disbursements Reports.
- 4.3 Accept Financial Reports.
- 4.4 Accept Quarterly Budget Report for Fiscal Year 2023-2024 Q4.
- 4.5 Authorize the Executive Director to Execute Amendment No. 4 to the Agreement for Professional Services with Aiqueous for Demand-Side Management Database Operation Services to Extend Services through June 2025 for a Total Amended Budget of \$373,950.
- 4.6 Adopt Resolution 2024-09 of the Redwood Coast Energy Authority Authorizing Access to Summary Criminal History Information for Employment, Licensing or Certification Purposes.
- 4.7 Approve Revised Community Advisory Committee Charter.
- 4.8 Appoint Benjamin Fordham to the Community Advisory Committee County 3 Seat for a Term Ending on March 31, 2026.

### **5. REMOVED FROM CONSENT CALENDAR ITEMS**

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

### **COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)**

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

### **6. OLD CCE BUSINESS**

- 6.1. Energy Risk Management Quarterly Report

Accept Energy Risk Management Quarterly Report and 2024 California Summer Market Conditions Assessment.

**6.2. Feed-In Tariff Redesign**

1. Authorize issuance of the redesigned Feed-In Tariff Program with terms and conditions consistent with the revised Tariff Schedule and Power Purchase Agreement.
2. Authorize the Executive Director to approve administrative revisions to the Feed-In Tariff Schedule and Power Purchase Agreement, in consultation with legal counsel in the instance of the power Purchase Agreement, on condition that the revisions do not fundamentally change the terms and conditions of the program or measurably increase risk exposure for RCEA.

**7. NEW CCE BUSINESS – None.**

**END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS**

**8. OLD BUSINESS**

**8.1 Tumbleweed Long Duration Energy Storage Amendment**

Authorize RCEA's continued participation in the Tumbleweed Energy Storage Services Agreement under the terms of the Second Amendment.

**9. NEW BUSINESS – None.**

**10. STAFF REPORTS**

- 10.1** Interim Executive Director's Report on Tribal Energy Resilience and Sovereignty Grant Award and Other Topics

**11. FUTURE AGENDA ITEMS**

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

**12. CLOSED SESSION**

- 12.1** Public Employment, pursuant to Government Code Section 54957: Executive Director recruitment.

**13. RECONVENE TO OPEN SESSION**

**14. CLOSED SESSION REPORT**

**15. ADJOURNMENT**

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**NEXT REGULAR MEETING**

Thursday, September 26, 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**

In person: Eureka City Hall, Conference Room 207, 531 K Street, Eureka CA  
 or via Zoom

<https://us02web.zoom.us/j/89212794470?pwd=h7Rbaco7CwJmYpFVich5LoX7JjV0nY.1>

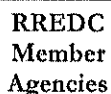
Meeting ID: 892 1279 4470 Passcode: 740803

**August 26, 2024 at 6:30 pm PT**

**AGENDA**

- I. **Call to Order**
- II. **Approval of Agenda**
  - A. Approval of Agenda for August 26, 2024
- III. **Public Input for non-agenda items**
- IV. **Consent Calendar**
  - A. Approval of Minutes of the Board of Directors Meeting: July 22, 2024
  - B. Acceptance of Agency-wide Financial Reports: End of Fiscal Year 2024
- V. **Program – Scott Thompson, Project Manager, Nordic Aquafarms – Vision of an Aquaculture Innovation Center; Update on Nordic Project**
- VI. **New Business**
  - A. Update on Broadband Projects and Policy with Netra Khatri, City Engineer, Arcata & Connie Stewart, Executive Director of Initiatives, University Advancement CalPoly Humboldt
  - B. Discussion of the RREDC Joint Powers Agreement & Bylaws
- VII. **Old Business**
  - A. Consideration of potential position statement regarding use of "Todd Property" in Rio Dell
  - B. Update on Ad Hoc Committee on Outreach to Disadvantaged Communities
- 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.*



Cities Arcata · Blue Lake · Eureka · Ferndale · Fortuna · Rio Dell · Trinidad  
 Community Services Districts Humboldt · Manila · McKinleyville · Orick · Orleans · Redway · Willow Creek  
 Humboldt Bay Harbor, Recreation and Conservation District · Humboldt Bay Municipal Water District  
 County of Humboldt · Hoopa Valley Tribe · Redwoods Community College District