

**FIELDBROOK GLENDALE  
COMMUNITY SERVICES DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

February 26, 2019  
Fieldbrook Fire Hall, 7:30 PM  
AGENDA

**1. Roll Call**

**2. Agenda Modifications**

**3. Public Comments**

Individuals wishing to speak on matters not listed on the agenda are asked to clearly state their name and address. No action will be taken on items not listed on the Agenda.

**4. Reports**

4.1 Wastewater Report

4.1.1 – Monthly report

4.2 Safety Report

4.3 Fire Chief Report

4.3.1 – Call/incident report.

4.4 District Engineer Report –

4.4.1 – Muni meeting report

4.4.2 – Status of Will-Serve requests.

4.5 General Manager Report

4.5.1 –

4.6 Reports by members of the Board.

4.6.1 –

**5. Consent Agenda**

The Board will approve all of the following items by a single vote unless any member of the Board or the public asks that an item be removed and considered separately.

5.1 Approval of minutes

5.1.1 Regular Board Meeting, January 22, 2019.

5.2 Correspondence/Information Items

5.2.1 – From: Merle & Betty Webb, re: rate increase referred to PUC.

5.2.2 – From: SDRMA, re: Workers' Compensation rate increase.

5.2.3 – From: HC, re: Proposition 172 revenue agreement.

5.2.4 – From: HBMWD, re: Annual review five-year average water use & peak rate allocation.

5.3 Approval to pay bills, issue payroll, county warrants, and bank transfers.

5.3.1 Interfund Transfers \$59,745.84

5.3.2 Checks (5712-5737) \$60,252.10

5.3.3 Payroll \$3,345.96

5.3.4 General Journal Entries 392

5.3.5 Related Party transaction, Central Avenue Service \$396.01

5.3.6 Transfer of funds HC Fire Fund to Fire Liquid Assets - \$25,000.

**6. Action/Discussion Items**

6.1 – Wastewater service agreement, City of Arcata. Tabled from January 22<sup>nd</sup>. Discussion/Action.

6.2 – Conflict of Interest Form 700. Review. (supplemental materials)

6.3 – Will Serve water/wastewater requests. Discussion/Action.

**7. Future Agenda Items**

7.1 –

7.2 –

**8. Executive Session/Closed Session**

The Board may choose to consider items of an urgent nature that have arisen after this agenda was posted. The Board may also choose to adjourn to closed session to discuss legal or personnel matters.

**9. Adjournment/Announcements**

9.1 - Next regular meeting March 26, 2019.

**FIELDBROOK GLENDALE  
COMMUNITY SERVICES DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

January 22, 2019  
Fieldbrook Fire Hall, 7:30 PM  
MINUTES

**1. Roll Call**

*President Roy Sheppard called the meeting to order at 7:30 PM. Board members present were, Vice-President Starr Kilian, Director Richard Grissom, Director Jason Garlick and Director Janet Miller. Fire Chief Jack Sheppard, Sewer Technician Grant Weaver, District Engineer Rebecca Crow and General Manager Richard Hanger were present.*

**2. Agenda Modifications**

*By order of the President, Item 6.6 will follow Item 5.3*

**3. Public Comments**

Individuals wishing to speak on matters not listed on the agenda are asked to clearly state their name and address. No action will be taken on items not listed on the Agenda.

**4. Reports**

4.1 Sewer Report

4.1.1 – Monthly report

*Sewer Technician Grant Weaver provided the monthly report noting the increased flows. There may be higher than normal flows from Glendale Mobile Estates. Additional observation and evaluation will be needed.*

4.2 Safety Report – *received and filed.*

4.3 Fire Chief Report

4.3.1 – Call/incident report.

*Fire Chief Jack Sheppard reported ten calls for the prior month. Six were mutual aid and four were medical. RWS is completing the licensing for the new communication receiver. A Chili dinner fundraiser is planned for the department on January 26<sup>th</sup>. The annual volunteer dinner is scheduled for March 9<sup>th</sup>.*

4.4 District Engineer Report –

4.4.1 – *District Engineer Rebecca Crow reported the grant application for the North Coast Resource Partnership is being prepared and is seeking matching funds for the Anker tank replacement project.*

4.5 General Manager Report

4.5.1 – *None.*

4.6 Reports by members of the Board.

4.6.1 – *None.*

**5. Consent Agenda**

The Board will approve all of the following items by a single vote unless any member of the Board or the public asks that an item be removed and considered separately.

5.1 Approval of minutes

5.1.1 Regular Board Meeting, December 18, 2018.

5.2 Correspondence/Information Items

5.2.1 – To: HC Board of Supervisors, re: letter of support for community plan.

5.2.2 –

5.3 Approval to pay bills, issue payroll, county warrants, and bank transfers.

5.3.1 Interfund Transfers \$122,937.32

5.3.2 Checks (5684-5711) \$123,237.03

5.3.3 Payroll \$3,007.92

5.3.4 General Journal Entries 391-392

***Director Jason Garlick moved to approve the consent agenda as presented. Director Janet Miller seconded the motion. The motion carried, Ayes 5, Nays 0, Abstain 0, Absent 0.***

FIELDBROOK GLENDALE  
COMMUNITY SERVICES DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS

**6. Action/Discussion Items**

6.1 – Water rate adjustments based on annual Consumer Price Index. Action.

*President Roy Sheppard opened the public hearing and called for public comments. Hearing none, the public hearing was closed, and the item returned to the Board for consideration. General Manager Richard Hanger noted a correction was needed to the Backflow Preventer Testing, the correct amount is \$3.84 per month.*

***Director Richard Grissom moved to approve Resolution 2019-01 as corrected. Director Jason Garlick seconded the motion. The motion carried on a roll call vote, Ayes 5, Nays 0, Abstain 0, Absent 0.***

6.2 – Wage adjustments based on annual Consumer Price Index. Action.

***Director Jason Garlick moved to approve wage adjustments based on the annual Consumer Price Index. Director Janet Miller seconded the motion. The motion carried, Ayes 5, Nays 0, Abstain 0, Absent 0.***

6.3 – Wastewater loan from Water ending fund balance. Discussion.

*General Manager Richard Hanger provided a staff report detailing the temporary loan provided from the water ending fund balance to the wastewater fund at the end of the last fiscal year. The current balance of the temporary loan is \$65,000 and it is anticipated that an additional \$35,000 will be needed to close the current fiscal year. In April 2019, the Board will establish an interest rate and determine the length of the loan. The final loan amount will be determined at the close of fiscal year 2019. No action was taken.*

6.4 – Quarterly Financial reports and budget adjustments. Action.

***Director Richard Grissom moved to approve the quarterly financial reports and budget adjustments. Director Janet Miller seconded the motion. The motion carried, Ayes 5, Nays 0, Abstain 0, Absent 0.***

6.5 – Webpage presentation, consider participation. Action.

*General Manager Richard Hanger provided a website presentation. The website was prepared by a Digital Media Company recommended by the California Special District Association. The website is compliant with State and Federal requirements and will be maintained by the General Manager.*

***Director Richard Grissom moved to approve the website development and annual expenditure. Director Jason Garlick seconded the motion. The motion carried, Ayes 5, Nays 0, Abstain 0, Absent 0.***

6.6 – Wastewater service agreement, City of Arcata. Discussion

*District Engineer Rebecca Crow and General Manager Richard Hanger reviewed the Wastewater service agreement provided by the City of Arcata. A majority of the new verbiage in the agreement was suggested by the State Water Resources Control Board during their review of the City's wastewater operations. No action was taken, and the item was tabled to the February 26<sup>th</sup> meeting.*

**FLDDBROOK GLENDALE  
COMMUNITY SERVICES DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**7. Future Agenda Items**

7.1 – Conflict of Interest Form 700.

7.2 –

**8. Executive Session/Closed Session**

The Board may choose to consider items of an urgent nature that have arisen after this agenda was posted. The Board may also choose to adjourn to closed session to discuss legal or personnel matters.

**9. Adjournment/Announcements**

9.1 - Next regular meeting February 26, 2019.

*Meeting adjourned at 8:26 PM.*

*Respectfully submitted,*

---

*Richard Hanger  
Secretary to the Board*

---

*Starr Kilian  
Vice-President*

Attachments  
*CCCU fund transfer  
Initialed disbursement register*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Account Number 2018 065000  
Account Number 2019 1680.91

Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
(Corner of Van Ness & McAllister)

PH: 415.703.2782  
FAX: 415.703.1758  
800.848.5580 (Toll Free)

Attention PUC Consumers Affair Branch;

We are Merle & Betty Webb customers of Fieldbrook Glendale Community Service District. As of January 2019 our rates were increased dramatically. We feel the rates are not appropriate our home. We are on a fixed income Social Security and VA Disability we do not have extra money for this type of a raise. Our two sons live with us and our eldest son's fiancé. Our youngest son is disabled. PGE has CARE and FERA programs in place for their customers why doesn't Sewer and Water services have something in place? We protested the rate increase by mail and email they did not respond.

When their agents came to us in the 1980s and ask for a easement on or property we gave it to them after they told us we would always have low bills because they had funding for the system. We would not give them an easement if we knew about the future billing. When they came through our property they destroyed survey monuments. We went to the county and complained and FGCS D reset the survey monuments but they did not do the final paper work in 2009 we found out what they did and we had to have a new survey \$2400 to reset and record the new survey. The new survey is recorded with a message about the failure of FGCS D to record their reset. See Survey 2009 notes 8 & 9 on survey.

Our account went from a set monthly rate for sewage to a rate based on how much water we use. We do not live in an apartment we live on 1.38 acres. We use water outside our home for washing the car, washing the windows, washing the house, washing lawnmowers and other equipment we use outdoors, watering the trees, bathing our very large dogs outside (as prescribed by their Veterinarian), watering our very large dogs (3-4 gallons of water per day) none of these activities contribute to the sewage system flow.

Humboldt Bay Municipal Water District provides our water, reads the meters, does the billing, and installs the new meters. (We had the same water meter for 40 years it was changed and our usage dropped significantly.) (707) 443-5018

City of Arcata processes our sewage and services our sewer lines. Arcata City Hall, 736 F Street, Arcata, CA 95521 (707) 822-5951


















Fieldbrook Glendale Service does? It has a General Manager Richard Hanger, Board of Directors are Roy Sheppard, Starr Kilian, Rich Grissom, Jason Garlick, and Janet Miller. They go to meetings. They raise our rates.

Addresses are PO box 95 Eureka, CA or PO Box 2715 McKinleyville, CA 95519.

Richard Hanger [rhanger50@outlook.com] no phone that we know of.

We have included 18 documents and this letter in pdf format. Please let us know if you need more information and we will send it to you. Survey 2009 was added.

List of Documents:

Date	Name	Type	Size	Tags
 2/4/2019 12:36 PM	September_FGCS... Rate St...	Adobe Acrobat D...	223 KB	
 2/6/2019 9:30 AM	Rate Notice 9-18-18	Adobe Acrobat D...	250 KB	
 2/4/2019 12:36 PM	Protest Rate 10-18-18 Ric...	Adobe Acrobat D...	52 KB	
 2/4/2019 12:22 PM	FGCS... rate protest 10-18...	Adobe Acrobat D...	39 KB	
 2/4/2019 12:25 PM	FGCS... rate increase notic...	Adobe Acrobat D...	227 KB	
 2/4/2019 1:54 PM	FGCS... Addresses	Adobe Acrobat D...	19 KB	
 2/4/2019 12:34 PM	Email from Richard Hange...	Adobe Acrobat D...	57 KB	
 2/4/2019 1:45 PM	City of Arcata 2018-2019 F...	Adobe Acrobat D...	97 KB	
 2/6/2019 9:06 AM	Bills List 2018-2019	Adobe Acrobat D...	58 KB	
 2/4/2019 12:29 PM	12-7-19 to 1-8-19 rec in ...	Adobe Acrobat D...	275 KB	
 2/6/2019 8:52 AM	12-7-18 to 1-8-2019	Adobe Acrobat D...	2 KB	
 2/6/2019 9:09 AM	11-28-18 to 12-7-18	Adobe Acrobat D...	2 KB	
 2/6/2019 8:53 AM	10-10-18 to 11-28-18	Adobe Acrobat D...	2 KB	
 2/6/2019 8:57 AM	9-21-18 to 10-10-18	Adobe Acrobat D...	2 KB	
 2/6/2019 8:56 AM	8-14-18 to 9-21-18	Adobe Acrobat D...	2 KB	
 2/6/2019 9:01 AM	7-23-18 to 8-14-18	Adobe Acrobat D...	2 KB	
 2/6/2019 8:58 AM	6-12-18 to 7-23-18	Adobe Acrobat D...	2 KB	

Sincerely

Please regard this as electronically signed

Merle E. Webb

Betty J. Webb

February 20, 2019

Mr. Richard Hanger  
General Manager  
Fieldbrook Glendale Community Services District  
Post Office Box 2715  
McKinleyville, California 95519

Dear Mr. Hanger,

On behalf of the SDRMA Board of Directors, we write to announce that, at its meeting of February 6, 2019, the Board approved a **5% rate increase** for the Workers' Compensation Program for 2019-20.

The Board also approved a longevity distribution for the tenth consecutive year; the amount for FY 2019-20 is **\$351,709**. Every member that has completed its initial commitment of three full program years in the Workers' Compensation Program is eligible to receive a longevity distribution credit when they renew coverage. The longevity distribution may be declared by the Board each year only after all Board policy reserve requirements have been met. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

To assist your agency in its budgeting process, SDRMA has estimated 2019-20 annual contribution amounts using your agency's applicable Individual Class Code Rates, Experience Modification Factor (EMOD), prior year Estimated Payroll Wages, and Longevity Distribution and Multi-Program discounts (if applicable). Your agency's actual contribution amount for 2019-20 will vary from 2018-19 due to variances in your reported payroll, EMOD (worksheet and applicable loss run years detail attached), and Credit Incentive Program (CIP) points earned. In addition, SDRMA follows the Workers' Compensation Insurance Rating Bureau (WCIRB) methodology for calculating EMODs. As a result, starting this year the first \$250 of each claim is excluded from the calculation of your agency's EMOD.

Summary	2019-20	2018-19	\$ Change	% Change
<b>Estimated Annual Contribution</b>	<b>\$ 6,606</b>	<b>\$ 6,163</b>	<b>\$ 443</b>	<b>7%</b>

Detail	2019-20	2018-19
Estimated Payroll Wages	\$35,709	\$35,709
EMOD	90%	88%
Longevity Distribution	-\$ 99	-\$ 208
5% Multi-Program Discount	-\$ 348	-\$ 313



*Other Important Items to Note:*

- Members receive an automatic Multi-Program Discount of 5% per program (Property/Liability and Workers' Compensation) while they belong to both programs.
- SDRMA's Safety/Claims Education Day/Annual Membership Meeting is Tuesday, March 26 at the Hilton Sacramento Arden West Hotel and is FREE to SDRMA members including meals. For more information, please visit our website at [www.sdrma.org](http://www.sdrma.org) and click on Calendar then Education Day Registration.
- Members considering withdrawal from coverage with SDRMA for the 2019-20 program year are required to submit a "Notice of Intent to Withdraw" by April 1 in accordance with SDRMA Bylaws and must have completed the initial three-year commitment period. Members not renewing coverage for 2019-20 will be ineligible to receive the longevity distribution credit recently approved by the Board.

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our programs! If you have any questions, please contact Heather Thomson, Chief Financial Officer at [htthomson@sdrma.org](mailto:htthomson@sdrma.org) or 800.537.7790.

Sincerely,  
Special District Risk Management Authority



Mike Scheafer, President  
Board of Directors



**Special District Risk Management Authority**  
**Workers' Compensation Program**  
 Program Year 2019-20



**Experience Modification (EMOD) Calculation Form**

**Fieldbrook Glendale Community Services District**

Post Office Box 2715  
 McKinleyville, California 95519

**Summary**

**PY 2019-20 EMOD - 90%**

PY 2018-19 EMOD - 88%

**Detail Calculations for Program Year 2019-20**

**Expected Losses**

Class Codes	2015-16 Payroll	2016-17 Payroll	2017-18 Payroll	Total Payroll	Expected Loss Rate	Total Expected Losses	Expected Primary Losses	Expected Excess Losses
7580	\$12,610	\$13,029	\$11,088	\$36,727	0.0121	\$444.39	\$49.33	\$395.06
7706	\$0	\$1,650	\$0	\$1,650	0.0217	\$35.81	\$3.47	\$32.34
7707	\$20	\$20	\$16	\$56	1.1755	\$6,582.80	\$631.96	\$5,950.84
8742-P	\$5	\$5	\$5	\$15	0.0016	\$2.40	\$0.33	\$2.07
8810	\$0	\$1,290	\$0	\$1,290	0.0013	\$1.68	\$0.26	\$1.42
9410	\$22,214	\$22,343	\$22,708	\$67,265	0.0068	\$457.40	\$63.13	\$394.27
	<b>\$34,849</b>	<b>\$38,337</b>	<b>\$33,817</b>	<b>\$107,003</b>		<b>\$7,524.48</b>	<b>\$748.48</b>	<b>\$6,776.00</b>

**Actual Losses valued as of 12/31/2018**

Year	Claims Count	Actual Incurred Losses	Actual Losses*	Actual Primary Losses	Actual Excess Losses
2015-16	0	\$0.00	\$0.00	\$0.00	\$0.00
2016-17	0	\$0.00	\$0.00	\$0.00	\$0.00
2017-18	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Actual Losses are capped at \$175,000 per claim for purposes of EMOD calculations.

EMOD Calculation - Based on Workers' Compensation Insurance Rating Bureau's (WCIRB) rating model.

<b>Total Adjusted Losses</b>				
<b>Expected Excess Losses</b>	<b>Actual Primary Losses</b>	<b>Total Expected Losses</b>	<b>2019-20 EMOD</b>	
( \$6,776.00	+ \$0.00	) \$7,524.48	=	<b>90%</b>

**Reported Class Codes for Workers' Compensation Program**  
**Program Years 2018-19 and 2019-20**



**Fieldbrook Glendale Community Services District**

Post Office Box 2715  
McKinleyville, California 95519

Class Code Description	Base Rate for 2018-19	Base Rate for 2019-20	% Change	\$ Change
7580 - Sanitary or Sanitation Agency Operations	6.38	6.70	5%	0.32
* 7707 - Volunteer Firefighters - per capita charge	294.87	309.61	5%	14.74
* 8742-P - Non-Paid Governing Body Members - per capita charge	19.49	20.46	5%	0.97
9410 - Non-Manual Labor; including Agency Managers and Recreation Personnel	1.81	1.90	5%	0.09

\* Per Capita Rate

Note: Base rate is before experience modification factor (EMOD) and CIP discount adjustments are applied.



**AGREEMENT BETWEEN  
THE COUNTY OF HUMBOLDT  
AND  
FIELDBROOK COMMUNITY SERVICES DISTRICT  
FOR  
FISCAL YEAR 2018-19 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fieldbrook Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2019.

**RECITALS**

**WHEREAS**, the Fieldbrook Community Services District assumed responsibility for Fire Protection Services within its boundaries upon the passage of LAFCo Resolution No. 72-13, approving the transfer of property and fire protection responsibility from the Arcata Fire District to the Fieldbrook Community Services District, adopted on the 20<sup>th</sup> day of November 1972, pursuant to the provisions of Government Code Section 54797.1;

**WHEREAS**, the District provides fire protection services in Humboldt County, California; under the Fire Protection District Law of 1987;

**WHEREAS**, the District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

**WHEREAS**, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2018-19; and

**WHEREAS**, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

**NOW, THEREFORE**, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2018-19 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;



3. The County agrees to make quarterly payments of 0.01028% of total County Proposition 172 revenue received during Fiscal Year 2018-19 to the Fieldbrook Community Services District;
4. The District agrees to utilize the funds only for the purpose of local fire protection services;
5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2018-19. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;



10. This agreement may only be modified by written agreement of the parties;
11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2019;
14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to District:

Fieldbrook Community Service District  
4584 Fieldbrook Road  
McKinleyville, CA 95519

Notices shall be given to County:

County of Humboldt  
County Administrative Office  
825 Fifth Street, Room 112  
Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 22 day of January, 2019.

**COUNTY OF HUMBOLDT**

Rex Bohn

Rex Bohn : I, Chair of the Board of  
Supervisors, County of Humboldt, State  
of California

**Fieldbrook Community Services District**

By Richard Hanger

Title General Manager





## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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

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

FAX 707-443-5731 707-822-8245

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

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

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

BARBARA HECATHORN, DIRECTOR

MICHELLE FULLER, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

February 21, 2019

Mark Andre, City of Arcata  
Mandy Mager, City of Blue Lake  
Brian Gerving and Wendy Howard, City of Eureka  
Rick Hanger, Fieldbrook-Glendale CSD  
Dave Hull, Humboldt CSD  
Chris Drop, Manila CSD  
Greg Orsini, McKinleyville CSD

Dear Municipal Customers:

The purpose of this letter is to transmit information about your domestic water use per the requirements of our Ordinance 16 contracts. The following documents are attached:

- Domestic Water Use Report for CY2018 – Presents total water use and the corresponding Average Daily Water Use for each municipality.
- Moving Five-Year Average Water Use Report for CY2018 – Presents total water use and the corresponding Moving Five-Year Average Water Use for each municipality. It will be used to allocate HBMWD's Drinking Water Treatment Facility costs for fiscal year 2019-20.
- Peak Rate Allocation by Municipality for CY2018 – Presents maximum daily water use by month for each municipality. The contract peak rates will continue to be used to allocate HBMWD's Base Water Facility costs for fiscal year 2018-19. The attached sheet shows that all agencies were within their Peak Rate Allocation (PRA) for CY2018. In addition, attached is a summary of maximum daily water use for the five year period 2014-2018.

Information on daily water use has been sent with monthly billing statements on an ongoing basis.

Sincerely,



John Friedenbach  
General Manager

Month	Domestic Water Use for CY2018 (millions of gallons)										Total
	Arcata	Blue Lake	Eureka	Fieldbrook	HBMWD	HCSD	Manila	McK CSD			
Jan-18	55.072	6.093	111.820	3.820	5.664	29.700	2.420	40.116			254.705
Feb-18	50.073	5.176	103.080	3.691	5.601	23.212	2.106	35.203			228.142
Mar-18	50.482	5.413	109.260	3.889	7.195	22.260	2.264	36.004			236.767
Apr-18	53.538	5.772	116.756	4.509	8.425	25.971	2.510	38.907			256.388
May-18	52.105	6.07	111.400	4.681	8.32	26.939	2.847	41.018			253.38
Jun-18	51.263	6.972	118.890	5.871	14.403	29.160	3.125	45.346			275.03
Jul-18	64.679	8.914	143.560	7.747	13.542	35.917	4.066	58.379			336.804
Aug-18	65.256	8.391	134.150	6.713	12.779	32.776	3.555	54.574			318.194
Sep-18	58.424	7.015	118.680	5.646	15.410	28.546	3.215	46.994			283.93
Oct-18	59.732	7.005	125.040	4.191	18.892	29.080	4.017	46.136			294.093
Nov-18	51.303	6.128	116.040	3.252	15.183	25.425	2.408	40.535			260.274
Dec-18	47.145	5.327	120.550	3.287	15.698	25.229	2.963	39.221			259.42
Total Annual Use	659.072	78.276	1429.226	57.297	141.112	334.215	35.496	522.433			3257.127
Monthly Average Use	54.923	6.523	119.102	4.775	11.759	27.851	2.958	43.536			271.427
Avg Daily Water Use (mgd)	1.796	0.213	3.894	0.156	0.387	0.911	0.097	1.424			8.875

**Notes:**

Arcata meter was out for calibration/repair April-May. Water usage for that period is calculated based on the prior year water use.  
 HCSD meter out for calibration/repair January-March. Water usage for that period is calculated based on the prior year water use.  
 Manila CSD meter out for calibration/repair November - December. Water usage for that period is calculated based on the prior year water use.

**Average daily water use based on 367 days/year (HBMWD based on 365 days).**



**Humboldt Bay Municipal Water District  
Ordinance 16 - Moving Five-Year Average Water Use - CY 2018**

	2014					2015					2016					2017					2018					Moving 5-Yr Avg Daily Use	
	# of Days																						MGD	%			
Eureka	1440.36	1393.00	1382.29	1350.54	1429.23	4.03	3.81	3.78	3.72	3.89	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	45.574%			
Arcata	620.61	647.58	656.91	663.07	659.07	1.74	1.77	1.79	1.83	1.80	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	1.78	21.117%			
Blue Lake	72.70	123.58	76.36	70.60	78.28	0.20	0.34	0.21	0.19	0.21	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	2.797%			
HCSD	373.62	321.41	332.40	324.64	334.22	1.05	0.88	0.91	0.89	0.91	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	11.040%			
Mck CSD	479.77	455.88	507.66	502.56	522.43	1.34	1.25	1.39	1.38	1.42	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	1.34	15.880%			
FCSD	56.61	56.83	57.75	64.52	57.30	0.16	0.16	0.16	0.18	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	1.923%			
Manila CSD	41.18	38.60	31.80	31.98	35.50	0.12	0.11	0.09	0.09	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.172%			
Total Muni	3084.84	3036.87	3045.16	3007.90	3116.02	8.64	8.30	8.32	8.29	8.49	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	100%			
HB Retail	190.47	201.80	153.81	84.06	141.11	0.52	0.54	0.42	0.23	0.39	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43				
Total	3275.31	3238.68	3198.98	3091.96	3257.13	9.17	8.84	8.74	8.52	8.88	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87	8.87				
<b>Notes for 2014 water use:</b>																											
Manila CSD meter out of service April - July																											
Average daily water use based on 357 days/year (HBMWD daily use based on 363 days)																											
<b>Notes for 2015 water use:</b>																											
Manila CSD meter out of service August																											
Eureka meter out of service May																											
Average daily water use based on 366 days/year (HBMWD based on 372 days)																											
<b>Notes for 2016 water use</b>																											
McKinleyville CSD meter out of service March																											
Average daily water use based on 366 days/year(HBMWD based on 370 days)																											
<b>Notes for 2017 water use</b>																											
Blue Lake meter out of service August																											
Fieldbrook usage based on Blue Lake meter usage (see note re: Blue Lake meter)																											
Average daily water use based on 363 days/year (HBMWD daily use based on 363 days)																											
<b>Notes for 2018 water use</b>																											
Arcata meter out of service April-May																											
HCSD meter out of service January-March																											
Manila CSD meter out of service November-December																											
Average daily water use based on 367 days/year (HBMWD daily use based on 365 days)																											



Humboldt Bay Municipal Water District  
Peak Rate Allocation by Municipality

Maximum Daily Use in MGD by Month for the Period January 2014 - December 2018

Month	Eureka	Arcata	McKCS D	Blue Lake	FGCSD	HCS D	Manila CSD			Grand Total
							Manila Town	Sierra Pacific	(4)	
Jan-18	3.409	1.964	1.578	0.208	0.150	0.012 (2)	0.086	0.000	0.086	0.086
Feb-18	3.844	2.291	1.619	0.271	0.204	(3)	0.104	0.000	0.104	0.104
Mar-18	3.926	1.898	1.581	0.207	0.214	1.003 (2)	0.082	0.000	0.082	0.082
Apr-18	3.975	1.980 (2)	1.632	0.210	0.204	0.998	0.094	0.000	0.094	0.094
May-18	4.507	1.706 (2)	1.756	0.226	0.213	0.989	0.110	0.000	0.110	0.110
Jun-18	4.898	2.058	2.086	0.315	0.193	1.352	0.119	0.000	0.119	0.119
Jul-18	5.600	2.236	2.081	0.322	0.321	1.510	0.149	0.000	0.149	0.149
Aug-18	5.367	2.347	2.668	0.336	0.267	1.239	0.145	0.001	0.146	0.146
Sep-18	6.093	2.237	2.003	0.280	0.195	1.176	0.117	0.008	0.125	0.125
Oct-18	4.948	2.155	1.781	0.303	0.192	1.014	0.086 (2)	0.021	0.107	0.107
Nov-18	4.447	1.901	1.792	0.443	0.166	0.928	(3)	0.076	0.076	0.076
Dec-18	3.924	1.753	1.592	0.274	0.157	0.876	(3)	0.073	0.073	0.073
<b>Peak-2018</b>	<b>6.093</b>	<b>2.347</b>	<b>2.668</b>	<b>0.443</b>	<b>0.321</b>	<b>1.510</b>	<b>0.149</b>	<b>0.076</b>	<b>0.225</b>	<b>0.225</b>
<b>Contract Peak Rate Allocations</b>	<b>7.0</b>	<b>3.0</b>	<b>2.6</b>	<b>0.4</b>	<b>0.43</b>	<b>2.9</b>			<b>0.15</b>	<b>0.15</b>

Notes:

- Ordinance 16 calls for Peak Rate Allocation (PRA) calculations to be based on calendar years. Peak Rate Allocation is the maximum number of gallons per calendar day of water to which a customer is entitled by contract.
- Due to a meter malfunction or communication problems, daily data was not available for each day this month.
- Due to a meter malfunction or communication problems, daily data was not available at all this month.
- Maximum daily peaks are not available for all of Manila CSD's water usage. Sierra Pacific is part of MCS D; however their use is not measured on the mainline meter which serves the Town. The numbers reflected in the Table for Sierra Pacific represent the Average MGD.
- FGCSD and Blue Lake meter's are unique in that Blue Lake's usage is deducted from total usage recorded on FGCSD meter because the Blue Lake meter is downstream from the FGCSD meter. When Blue Lake meter is out for calibration/repair or SCADA signal is out, FGCSD's high daily usage will be disregarded for that period and vice versa.
- Blue Lake's Peak Rate Allocation (PRA) changed to .40 July 2015
- Manila's Peak Rate Allocation (PRA) changed to .15 July 2017
- SCADA system upgrade project - Totalizer values were not reconciled on a daily basis for August and September 2017 for all entities



Humboldt Bay Municipal Water District  
Peak Rate Allocation by Municipality

Maximum Daily Use in MGD by Month for the Period January 2014 - December 2018

Month	Eureka	Arcata	McKCSGD	Blue Lake	FGCSGD	HCSD	Manila CSD			Grand Total
							Manila Town	Sierra Pacific (4)	Total MCSGD	
Jan-14	4.130	1.923	1.640	0.433	0.156	0.880	0.097	0.019	0.116	
Feb-14	3.845	2.160	1.645	0.462	0.177	0.867	0.081	0.018	0.099	
Mar-14	4.554	1.720	1.398	0.443	0.155	1.466	0.083	0.016	0.099	
Apr-14	4.710	1.681	1.466	0.459	0.183	1.149	0.110 (2)	0.019	0.129	
May-14	6.117	2.101	1.969	0.502	0.254	1.353	(3)	0.013	0.013	
Jun-14	6.182	<b>2.335</b>	<b>2.325</b>	0.533	0.314	<b>1.879</b>	(3)	0.019	0.019	
Jul-14	5.994	2.150	2.036	0.549	<b>0.327</b>	1.642	0.131 (2)	0.021	0.152	
Aug-14	5.733	2.223	2.000	<b>0.557</b>	0.282	1.536	0.127	0.022	0.149	
Sep-14	5.848	2.303	1.941	0.521	0.259	1.529	<b>0.135</b>	0.022	<b>0.157</b>	
Oct-14	<b>6.240</b>	1.864	1.800	0.447	0.196	0.948	0.113	0.022	0.135	
Nov-14	4.545	1.836	1.476	0.525	0.170	0.858	0.113	0.021	0.134	
Dec-14	4.235	1.782	1.431	0.544	0.175	0.898	0.086	<b>0.028</b>	0.114	
<b>Peak-2014</b>	<b>6.240</b>	<b>2.335</b>	<b>2.325</b>	<b>0.557</b>	<b>0.327</b>	<b>1.879</b>	<b>0.135</b>	<b>0.028</b>	<b>0.157</b>	
Jan-15	4.030	1.718	1.455	0.578	0.158	0.837	0.094	0.019	0.113	
Feb-15	3.771	1.872	1.501	0.535	0.147	0.826	0.090	0.023	0.113	
Mar-15	3.752	1.780	1.459	0.517	0.172	0.848	0.820	0.022	0.842	
Apr-15	4.444	1.830	1.645	0.543	0.207	0.838	0.096 (2)	0.026	0.122	
May-15	5.027 (2)	2.040	1.522	0.544	0.257	0.968	0.131	0.024	0.155	
Jun-15	5.547	2.246	1.977	0.299	0.333	1.205	0.109	0.023	0.132	
Jul-15	5.915	2.199	1.826	0.310	0.347	1.288	0.110 (2)	0.023	0.133	
Aug-15	6.321	2.222	1.993	0.287	0.302	1.171	0.108 (2)	0.022	0.130	
Sep-15	4.911	2.286	2.017	0.444	0.296	1.222	0.110	0.023	0.133	
Oct-15	4.929	2.108	1.557	0.311	0.233	1.032	0.100	0.021	0.121	
Nov-15	3.647	1.784	1.602	0.243	0.170	0.927	0.091	0.017	0.108	
Dec-15	3.646	2.098	1.561	0.265	0.185	0.903	0.110	0.018	0.128	
<b>Peak-2015</b>	<b>6.321</b>	<b>2.286</b>	<b>2.017</b>	<b>0.578</b>	<b>0.347</b>	<b>1.288</b>	<b>0.820</b>	<b>0.026</b>	<b>0.842</b>	
Jan-16	3.922	1.888	1.681	0.257	0.194	0.916	0.086	0.020	0.106	
Feb-16	3.825	1.763	1.512	0.264	0.195	0.883	0.077	<b>0.022</b>	0.099	
Mar-16	3.805	1.761	1.656 (2)	0.277	0.154	0.878	0.080	0.018	0.098	
Apr-16	4.181	1.771	1.776	0.245	(3)	0.929	0.087	0.006	0.093	
May-16	4.425	1.878	1.753	0.228	(3)	1.086	0.101	0.001	0.102	
Jun-16	5.840	<b>2.545</b>	2.171	0.269	0.322 (2)	1.579	0.118	0.002	0.120	
Jul-16	<b>6.474</b>	2.338	2.310	<b>0.282</b>	0.319	<b>1.594</b>	0.114	0.001	0.115	
Aug-16	5.259 (2)	2.388	2.159	0.281	<b>0.376</b>	1.188	<b>0.122</b>	0.000	<b>0.122</b>	
Sep-16	4.953	2.395	<b>2.579</b>	0.281	0.303	1.195	0.095	0.001	0.096	
Oct-16	4.465	2.042	1.758	0.254	0.185	0.937	0.108	0.000	0.108	
Nov-16	4.294	1.818	1.719	0.241	0.149	0.878	0.101	0.002	0.103	
Dec-16	4.176	1.776	1.583	0.228	0.171	0.963	0.079	0.001	0.080	
<b>Peak-2016</b>	<b>6.474</b>	<b>2.545</b>	<b>2.579</b>	<b>0.282</b>	<b>0.376</b>	<b>1.594</b>	<b>0.122</b>	<b>0.022</b>	<b>0.122</b>	



Humboldt Bay Municipal Water District  
Peak Rate Allocation by Municipality

Maximum Daily Use in MGD by Month for the Period January 2014 - December 2018

Month	Eureka	Arcata	McKCS	Blue Lake	FGCSD	HCS	Manila Town	Sierra Pacific	Total MCS	Grand Total
Jan-17	3.883	1.873	2.028	0.239	0.173	0.973	0.100	0.001	0.101	
Feb-17	3.507	1.891	1.780	0.194	0.277	0.885	0.118	0.008	0.126	
Mar-17	4.352	1.850	1.721	0.214	0.233	0.847	0.095	0.004	0.099	
Apr-17	5.748	1.878	1.775	0.194	0.245	0.941	0.116	0.000	0.116	
May-17	4.631	1.956	1.969	0.210	0.278	0.934	0.100	0.000	0.100	
Jun-17	5.528	1.932	2.021	0.257	0.374	1.106	0.110	0.000	0.110	
Jul-17	5.812	2.319	2.144	0.293	0.304	1.178	0.125	0.000	0.125	
Aug-17	(8)	(8)	(8)	(8)	(8)	(8)	(8)	0.000	0.000	
Sep-17	(8)	(8)	(8)	(8)	(8)	(8)	(8)	0.000	0.000	
Oct-17	6.090	2.220	1.680	0.250	0.290	0.990	0.100	0.000	0.100	
Nov-17	3.970	2.020	1.636	0.447 (2)	0.360	0.913	0.090	0.000	0.090	
Dec-17	4.110	2.040	1.590	0.206 (2)	0.320	0.890 (2)	0.080	0.000	0.080	
<b>Peak-2017</b>	<b>6.090</b>	<b>2.319</b>	<b>2.144</b>	<b>0.447</b>	<b>0.374</b>	<b>1.178</b>	<b>0.125</b>	<b>0.008</b>	<b>0.126</b>	
Jan-18	3.409	1.964	1.578	0.208	0.150	0.012 (2)	0.086	0.000	0.086	
Feb-18	3.844	2.291	1.619	0.271	0.204	0.204 (3)	0.104	0.000	0.104	
Mar-18	3.926	1.898	1.581	0.207	0.214	1.003 (2)	0.082	0.000	0.082	
Apr-18	3.975	1.980 (2)	1.632	0.210	0.204	0.998	0.094	0.000	0.094	
May-18	4.507	1.706 (2)	1.756	0.226	0.213	0.989	0.110	0.000	0.110	
Jun-18	4.898	2.058	2.086	0.315	0.193	1.352	0.119	0.000	0.119	
Jul-18	5.600	2.236	2.081	0.322	0.321	1.510	0.149	0.000	0.149	
Aug-18	5.367	2.347	2.668	0.336	0.267	1.239	0.145	0.001	0.146	
Sep-18	6.093	2.237	2.003	0.280	0.195	1.176	0.117	0.008	0.125	
Oct-18	4.948	2.155	1.781	0.303	0.192	1.014	0.086 (2)	0.021	0.107	
Nov-18	4.447	1.901	1.792	0.443	0.166	0.928	(3)	0.076	0.076	
Dec-18	3.924	1.753	1.592	0.274	0.157	0.876	(3)	0.073	0.073	
<b>Peak-2018</b>	<b>6.093</b>	<b>2.347</b>	<b>2.668</b>	<b>0.443</b>	<b>0.321</b>	<b>1.510</b>	<b>0.149</b>	<b>0.180</b>	<b>1.272</b>	
<b>SUMMARY</b>										
<b>Max MGD</b>	6.474	2.545	2.668	0.578	0.376	1.879			1.272	
<b>Avg MGD</b>	6.244	2.366	2.347	0.461	0.349	1.490			0.504	13.761
<b>% of Avg</b>	0.454	0.172	0.171	0.034	0.025	0.108			0.037	
<b>Contract Peak Rate Allocations</b>	7.0	3.0	2.6	0.4	0.43	2.9			0.15	

Notes:

- (1) Ordinance 16 calls for Peak Rate Allocation (PRA) calculations to be based on calendar years. Peak Rate Allocation is the maximum number of gallons per calendar day of water to which a customer is entitled by contract.
- (2) Due to a meter malfunction or communication problems, daily data was not available for each day this month.
- (3) Due to a meter malfunction or communication problems, daily data was not available at all this month.
- (4) Maximum daily peaks are not available for all of Manila CSD's water usage. Sierra Pacific is part of MCS; however their use is not measured on the mainline meter which serves the Town. The numbers reflected in the Table for Sierra Pacific represent the Average MGD.



**Fieldbrook Glendale Community Services District**  
**Customer Balance Detail**  
As of February 26, 2019

Type	Date	Num	Name	Account	Class	Amount	Balance
<b>Interfund Expenses/Fire</b>							121.55
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Fire Dep...	2.00	123.55
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Fire Dep...	150.00	273.55
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Fire Dep...	99.99	373.54
Bill	01/23/2019	133...	Interf...	5420 · Building ...	Fire Dep...	37.68	411.22
Bill	01/23/2019	012...	Interf...	5398 · Educatio...	Fire Dep...	503.00	914.22
Bill	01/29/2019	833	Interf...	5398 · Educatio...	Fire Dep...	666.00	1,580.22
Check	01/29/2019	E-Pay	Interf...	5390 · Office Ex...	Fire Dep...	33.33	1,613.55
Bill	01/30/2019	24363	Interf...	5530 · Trucks (T...	Fire Dep...	396.01	2,009.56
Bill	01/31/2019	156...	Interf...	5320 · Electric (...	Fire Dep...	119.23	2,128.79
Bill	01/31/2019	709...	Interf...	5365 · Fuel Exp...	Fire Dep...	29.18	2,157.97
Bill	01/31/2019	102...	Interf...	5450 · Radio (R...	Fire Dep...	161.10	2,319.07
Bill	01/31/2019	Jan ...	Interf...	5335 · Water (...	Fire Dep...	47.18	2,366.25
Bill	01/31/2019	54937	Interf...	5220 · Audit Ser...	Fire Dep...	266.67	2,632.92
Bill	02/01/2019	Feb ...	Interf...	5345 · Internet ...	Fire Dep...	129.96	2,762.88
Bill	02/05/2019	707-...	Interf...	5310 · Telephon...	Fire Dep...	235.81	2,998.69
Bill	02/07/2019	W 2...	Interf...	5530 · Trucks (T...	Fire Dep...	248.89	3,247.58
Bill	02/18/2019	461...	Interf...	5346 · Security -...	Fire Dep...	76.50	3,324.08
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Fire Dep...	127.72	3,451.80
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Fire Dep...	0.13	3,451.93
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Fire Dep...	7.92	3,459.85
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Fire Dep...	1.85	3,461.70
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Fire Dep...	2.55	3,464.25
Total Interfund Expenses/Fire						3,342.70	3,464.25
<b>Interfund Expenses/Sewer</b>							0.00
Bill	01/23/2019	Per...	Interf...	5700 · Licenses ...	Enterpris...	119.00	119.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	2.00	121.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	150.00	271.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	99.98	370.98
Bill	01/23/2019	16696	Interf...	1648 · Major Re...	Enterpris...	8,192.11	8,563.09
Check	01/29/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	33.33	8,596.42
Bill	01/31/2019	021...	Interf...	5320 · Electric (...	Enterpris...	70.58	8,667.00
Bill	01/31/2019	000...	Interf...	5020 · Purchase...	Enterpris...	25,764.34	34,431.34
Bill	01/31/2019	54937	Interf...	5220 · Audit Ser...	Enterpris...	266.66	34,698.00
Bill	01/31/2019	091...	Interf...	5320 · Electric (...	Enterpris...	633.83	35,331.83
Bill	02/01/2019	Feb ...	Interf...	5310 · Telephon...	Enterpris...	9.95	35,341.78
Bill	02/04/2019	Y7-9...	Interf...	5410 · Line Rep...	Enterpris...	603.54	35,945.32
Bill	02/05/2019	707-...	Interf...	5310 · Telephon...	Enterpris...	200.87	36,146.19
Bill	02/05/2019	707-...	Interf...	5310 · Telephon...	Enterpris...	231.07	36,377.26
Paycheck	02/23/2019	5734	Interf...	6560 · Payroll E...	Enterpris...	1,092.12	37,469.38
Paycheck	02/23/2019	5734	Interf...	6560 · Payroll E...	Enterpris...	1.09	37,470.47
Paycheck	02/23/2019	5734	Interf...	6560 · Payroll E...	Enterpris...	67.71	37,538.18
Paycheck	02/23/2019	5734	Interf...	6560 · Payroll E...	Enterpris...	15.83	37,554.01
Paycheck	02/23/2019	5734	Interf...	6560 · Payroll E...	Enterpris...	21.84	37,575.85
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	894.04	38,469.89
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	0.89	38,470.78
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	55.43	38,526.21
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	12.96	38,539.17
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	17.88	38,557.05
Paycheck	02/23/2019	5736	Interf...	6560 · Payroll E...	Enterpris...	338.04	38,895.09
Paycheck	02/23/2019	5736	Interf...	6560 · Payroll E...	Enterpris...	0.34	38,895.43
Paycheck	02/23/2019	5736	Interf...	6560 · Payroll E...	Enterpris...	20.96	38,916.39
Paycheck	02/23/2019	5736	Interf...	6560 · Payroll E...	Enterpris...	4.90	38,921.29
Paycheck	02/23/2019	5736	Interf...	6560 · Payroll E...	Enterpris...	6.76	38,928.05
Total Interfund Expenses/Sewer						38,928.05	38,928.05

**Fieldbrook Glendale Community Services District**  
**Customer Balance Detail**  
As of February 26, 2019

Type	Date	Num	Name	Account	Class	Amount	Balance
<b>Interfund Expenses/Water</b>							0.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	2.00	2.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	150.00	152.00
Check	01/23/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	99.98	251.98
Bill	01/26/2019	114...	Interf...	5121 · Engineeri...	Enterpris...	986.25	1,238.23
Bill	01/26/2019	114...	Interf...	5121 · Engineeri...	Enterpris...	37.50	1,275.73
Check	01/29/2019	E-Pay	Interf...	5390 · Office Ex...	Enterpris...	33.34	1,309.07
Bill	01/31/2019	009...	Interf...	5320 · Electric (...)	Enterpris...	25.75	1,334.82
Bill	01/31/2019	992...	Interf...	5320 · Electric (...)	Enterpris...	32.09	1,366.91
Bill	01/31/2019	799...	Interf...	5320 · Electric (...)	Enterpris...	573.49	1,940.40
Bill	01/31/2019	Jan ...	Interf...	5010 · Purchase...	Enterpris...	914.83	2,855.23
Bill	01/31/2019	Jan ...	Interf...	5010 · Purchase...	Enterpris...	11,913.04	14,768.27
Bill	01/31/2019	Jan ...	Interf...	5010 · Purchase...	Enterpris...	530.23	15,298.50
Bill	01/31/2019	Jan ...	Interf...	5010 · Purchase...	Enterpris...	720.71	16,019.21
Bill	01/31/2019	Jan ...	Interf...	5010 · Purchase...	Enterpris...	-62.97	15,956.24
Bill	01/31/2019	54937	Interf...	5220 · Audit Ser...	Enterpris...	266.67	16,222.91
Bill	02/01/2019	707-...	Interf...	5310 · Telephon...	Enterpris...	57.61	16,280.52
Bill	02/05/2019	234-...	Interf...	5310 · Telephon...	Enterpris...	91.81	16,372.33
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	894.04	17,266.37
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	0.89	17,267.26
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	55.43	17,322.69
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	12.97	17,335.66
Paycheck	02/23/2019	5735	Interf...	6560 · Payroll E...	Enterpris...	17.88	17,353.54
Total Interfund Expenses/Water						17,353.54	17,353.54
<b>TOTAL</b>						<b>59,624.29</b>	<b>59,745.84</b>

**Fieldbrook Glendale Community Services District**  
**Check Register for this Month**  
 January 23 through February 26, 2019

Type	Date	Num	Name	Amount
<b>1000 · Coast Central Credit Un.</b>				
<b>1012 · General Fund Checking (All Funds)</b>				
<b>1015 · Water Dept Checking (Water Dept Checking)</b>				
Bill Pmt -Check	01/23/2019	5312	City of Arcata	-119.00
Check	01/23/2019	E-Pay	Intuit Quick Books	-755.95
Check	01/29/2019	E-Pay	Digital Deployment	-100.00
Bill Pmt -Check	02/07/2019	5713	AT&T	-57.61
Bill Pmt -Check	02/07/2019	5714	Bruin Hinton	-503.00
Bill Pmt -Check	02/07/2019	5715	Central Avenue S...	-396.01
Bill Pmt -Check	02/07/2019	5716	Dan Oram	-161.10
Bill Pmt -Check	02/07/2019	5717	Fieldbrook Glend...	-47.18
Bill Pmt -Check	02/07/2019	5718	GHD, Inc	-1,023.75
Bill Pmt -Check	02/07/2019	5719	Miller Farms Nurs...	-37.68
Bill Pmt -Check	02/07/2019	5720	Nancy Young	-666.00
Bill Pmt -Check	02/07/2019	5721	Napa Auto Parts	-121.55
Bill Pmt -Check	02/07/2019	5722	PG&E	-821.14
Bill Pmt -Check	02/07/2019	5723	Renner Petroleum	-29.18
Bill Pmt -Check	02/07/2019	5724	Starpage	-9.95
Bill Pmt -Check	02/07/2019	5725	Sudden Link	-129.96
Bill Pmt -Check	02/23/2019	5726	Advanced Securit...	-76.50
Bill Pmt -Check	02/23/2019	5727	AT&T	-759.56
Bill Pmt -Check	02/23/2019	5728	City of Arcata	-25,764.34
Bill Pmt -Check	02/23/2019	5729	Hooven & Co., Inc.	-8,192.11
Bill Pmt -Check	02/23/2019	5730	Humboldt Bay Mu...	-14,015.84
Bill Pmt -Check	02/23/2019	5731	Hunter, Hunter, & ...	-800.00
Bill Pmt -Check	02/23/2019	5732	PG&E	-633.83
Bill Pmt -Check	02/23/2019	5733	Trinity Diesel, Inc.	-248.89
Paycheck	02/23/2019	5734	Grant Weaver	-997.66
Paycheck	02/23/2019	5735	Richard A Hanger	-1,297.83
Paycheck	02/23/2019	5736	Robert S Lackey	-308.80
Liability Check	02/23/2019	E-pay	United States Tre...	-1,574.14
Bill Pmt -Check	02/23/2019	5737	Cummins West, I...	-603.54
Total 1015 · Water Dept Checking (Water Dept Checking)				-60,252.10
Total 1012 · General Fund Checking (All Funds)				-60,252.10
Total 1000 · Coast Central Credit Un.				-60,252.10
<b>TOTAL</b>				<b>-60,252.10</b>

**Fieldbrook Glendale Community Services District**

**Payroll Summary**

January 23 through February 26, 2019

	Grant Weaver				Richard A Hanger				Robert S Lackey				TOTAL			
	Hours	Rate	Jan 23	Feb 26, 19	Hours	Rate	Jan 23	Feb 26, 19	Hours	Rate	Jan 23	Feb 26, 19	Hours	Rate	Jan 23	Feb 26, 19
<b>Employee Wages, Taxes and Adjustments</b>																
<b>Gross Pay</b>																
Hourly Rate	38	28.74		1,092.12	60	31.93		1,915.80	13.5	25.04		338.04	111.50			3,345.96
Hourly Sick		28.74		0.00		31.93		0.00		25.04		0.00				0.00
<b>Total Gross Pay</b>	38			1,092.12	60			1,915.80	13.5			338.04	111.50			3,345.96
<b>Adjusted Gross Pay</b>	38			1,092.12	60			1,915.80	13.5			338.04	111.50			3,345.96
<b>Taxes Withheld</b>																
Federal Withholding				0.00				-301.00				0.00				-301.00
Medicare Employee				-15.83				-27.78				-4.90				-48.51
Social Security Employee				-67.71				-118.78				-20.96				-207.45
CA Withholding				0.00				-151.25				0.00				-151.25
CA Disability Employee				-10.92				-19.16				-3.38				-33.46
Medicare Employee Addl Tax				0.00				0.00				0.00				0.00
<b>Total Taxes Withheld</b>				-94.46				-617.97				-29.24				-741.67
<b>Net Pay</b>	38			997.66	60			1,297.83	13.5			308.80	111.50			2,604.29
<b>Employer Taxes and Contributions</b>																
Medicare Company				15.83				27.78				4.90				48.51
Social Security Company				67.71				118.78				20.96				207.45
CA Unemployment Company				21.84				38.31				6.76				66.91
CA Employment Training Tax				1.09				1.91				0.34				3.34
<b>Total Employer Taxes and Contributions</b>				106.47				186.78				32.96				328.21

8:25 AM

Fieldbrook Glendale Community Services District

02/23/19

General Journal Transaction

Accrual Basis

January 31, 2019

---

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Debit</u>	<u>Credit</u>
392		January Defer...	2315 · Deferred Rev...	Enterpris...		125.14
		January Defer...	1027 · Water Assets...	Enterpris...	125.14	
		Returned Item...	5600 · Returned Ite...	Enterpris...	8.00	
		Returned Item...	1027 · Water Assets...	Enterpris...		8.00
					<hr/>	<hr/>
					133.14	133.14
					<hr/>	<hr/>
<b>TOTAL</b>					<b>133.14</b>	<b>133.14</b>

---

**Central Ave Service Center**  
 2785 Central Ave  
 Mckinleyville, CA. 95519  
 Phone: 707-839-8337 Fax: 707-839-9323  
 CUSTOMER SATISFACTION IS OUR PRIORITY

**INVOICE**

**24363**

EPA CAL 000060297  
 B.A.R AL 169791

Date: 01/30/2019

**INVOICE**

**FIELDBROOK VOL FIRE**  
 4584 FIELDBROOK RD  
 FIELDBROOK, CA 95519  
 Home 707-839-0931

1953 FEDERAL - FIRE TRUCK - 6 CYLINDER

Lic # :

Odometer In : 2500

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
INTERSTATE BATTERY 8DMHD	2.00	181.95	363.90	Hazardous Materials		3.00

*Ok To Pay  
 Josh*

Org. Estimate 396.01 Revisions 0.00 Current Estimate 396.01

Labor:	0.00
Parts:	363.90
HazMat:	3.00
SubTotal:	366.90
Tax:	29.11
Total:	396.01
Bal Due:	\$396.01

[ Payments - ]

**FAMILY OWNED AND OPERATED FOR 25 YEARS**

Vehicle Received: 1/30/2019

Customer Number : 1944

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Our Email Address: [centralaveservice@gmail.com](mailto:centralaveservice@gmail.com)



Pay to the  
Order of:

Fieldbrook Glendale  
Community Services District  
P.O. Box 2715  
McKinleyville, CA 95519

Address:

Fiscal Year:

2019

AMOUNT	PAID	ACCOUNT NUMBER	INVOICE NO.	SECONDARY REFERENCE	UTAX	CUSTOMER ACCOUNT NO.
25,000.00						

ATTACH ORIGINAL INVOICE OR BACK-UP DOCUMENTATION

TOTAL CLAIMED

CHECK STUB NOTES:

Tenants of funds to  
District Banking account

FIELDBROOK COMMUNITY SERVICES DIST

Fieldbrook Glendale  
Community Services District  
P.O. Box 2715  
McKinleyville, CA 95519

Prepared By:

*Richard [Signature]*

Date:

2/26/2019

The undersigned, under penalty of perjury, states that the items listed on the above claim are true and correct, that the amounts are properly due this claimant, that no items have been previously paid, and that the claim is being submitted within one year of when the expenses were incurred. I certify from my own knowledge, that the articles of savings listed on the above claim were ordered for use by the claimant for the purpose stated and that the articles or savings have been delivered or performed.

I have reviewed the above claim for propriety and accuracy.

Auditor's Office Use Only

Deputy County Auditor

Authorized Signature (s)

Fieldbrook Glendale  
Community Services District  
Agenda Background

**Agenda Item:** 6.1

**Agenda Title:** Sewer Service Agreement with City of Arcata

**Meeting Date:** 02/26/2019

**Presented by:** Rebecca Crow

**Type of Item:**         Action                       Discussion                       Information

**Type of Action  
Required:**             No Action                       Voice Vote                       Roll Call Vote

---

**Background:**

Original Agreement 1988

Revised Agreement citing the City's Wastewater Pretreatment Ordinance 1992

Board review and discussion 01/22/2019

Tabled to 02/26/2019

**Recommendation:**

Discussion/approval of 2019 draft agreement.

**SEWER SERVICE AGREEMENT**  
**Between**  
**CITY OF ARCATA**  
**and**  
**FIELDBROOK GLENDALE COMMUNITY SERVICES DISTRICT**

This Agreement is executed on—November 4, 1992, by and between the CITY OF ARCATA (hereinafter referred to as “City”), a municipal corporation, and FIELDBROOK GLENDALE COMMUNITY SERVICES DISTRICT, (hereinafter referred to as “District”), a public entity of the County of Humboldt.

**RECITALS**

**WHEREAS**, Fieldbrook Community Services District was formed by Humboldt County to provide, among other services, sewer services and District name was later changed to Fieldbrook Glendale Community Services District; and

WHEREAS, in 1983 District established zones inside District within which certain services would be provided. The Glendale area was designated for water and wastewater services; and

WHEREAS, the wastewater collection and conveyance system is owned and operated by the District, who contracts with the City of Arcata for treatment and disposal. The District’s collection system was installed in 1990 and includes two pump stations. Wastewater is pumped through a force main to a connection point with the City of Arcata’s collection system near Giuntoli Lane. Wastewater is then treated and disposed of by the City of Arcata; and

**WHEREAS**, District and City entered into an agreement on September 28, 1988, (hereinafter referred to as “Agreement of 1988”), for City to provide sewer services to District to meet the sewage treatment needs for a service area within the District known as Glendale Service Area (hereinafter referred to as “the Glendale area”), whose boundaries are shown in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, pursuant to the Agreement of 1988, ~~City agreed to provide sewer services to approximately 248 total Residential Discharge Equivalents (hereinafter referred to as “RDE”, located within the Glendale area; and~~ **WHEREAS**, engineering studies have determined a total average design flow of wastewater of 71,200 gallons per day for present and future development in the Glendale area; and

WHEREAS, City must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403. On May 20, 1992, the City Council of Arcata enacted Ordinance No. 1187, providing for wastewater pretreatment requirements and codified in Arcata Municipal Code as Sections 7485 through 7496.4 (hereinafter referred to as “Wastewater Pretreatment Ordinance”. On August 19, 2015, the City Council of Arcata enacted Ordinance No. 1461 amending the Wastewater Pretreatment Ordinance as Section 7460 through 7473.4; and



~~WHEREAS, on May 20, 1992, the City Council of City of Arcata enacted Ordinance No. 1187, providing for wastewater pretreatment requirements and codified in Arcata Municipal Code as Sections 7485 through 7496.4, (hereinafter referred to as “Wastewater Pretreatment Ordinance”); and~~

WHEREAS, pursuant to Arcata Municipal Code Section 7471.4 of the Wastewater Pretreatment Ordinance, in this Agreement, District agrees to adopt sewer management rules that subject the industrial users within its boundaries to the necessary pretreatment controls, and to implement and enforce those sewer management rules; and

~~WHEREAS, Arcata Municipal Code Section 7488.5 of the Wastewater Pretreatment Ordinance allows City to require District to enter into an agreement with City which provides for the implementation and enforcement of the pretreatment program set for the in the Wastewater Pretreatment Ordinance against District;~~

WHEREAS, both parties wish to continue the sewer service agreement and.....

~~and...~~

**NOW, THEREFORE,** with reference to the above Recitals which are a material part of this Agreement and in consideration of the mutual covenants, terms, conditions and agreements contained herein, and in furtherance of the purposes of both City and District, it is agreed by and among the parties as follows:

## **ARTICLE I DEFINITIONS**

1.01 General Definitions: Unless otherwise required by the context in which used, the terms used in this Agreement are defined in Section 5400 of Arcata Municipal Code and shall have the same meaning as set forth therein, unless a different definition or meaning is specifically set forth in this Agreement.

### 1.02 Additional Definitions:

A. “Arcata Municipal Code”. All references to the Arcata Municipal Code in this Agreement refer to that Code as amended on ~~May 20, 1992~~August 19, 2015, by Ordinance No. ~~1187-1461~~ of the City Council of the City.

B. “Average Day Dry Month” or “ADDM”. The average wastewater discharge flow measured at the Glendale Pump Station as depicted in Exhibit “A” and occurring during the months of June, July, August and September. The ADDM shall be calculated annually by taking the total flow occurring during said months divided by the number of days in said four month period. Such calculation shall become the ADDM for the following year.

C. “City’s Sewer Collection Point”. The point at which wastewater from the Glendale area enters the City’s sewer system as depicted in Exhibit “A”.

D. “City’s Sewer System”. All pipes, conduits, devices or system owned by City used in collection, storage, treatment, recycling or reclamation of sewage.

~~E. “Residential Discharge Equivalent” or “RDE”. The amount of wastewater discharge from a single residential house or its equivalent. The wastewater discharge flow from each RDE shall be limited to 71,200/248 or 287 gallons ADDM calculated on a 24 hour period beginning each day at 8:00 am.12:00 a.m.~~

~~F. “Industrial User”. -A non-domestic source of discharge which introduces pollutants into the sewer collection system. The amount of wastewater discharged from a single non-domestic source may exceed 1 RDE.~~

~~XX. District Sewer Management Rules. Includes the most recent version of the following District documents: Ordinance 90-1, the Sewer System Management Plan, and Ordinance 2015-01 for the control of fats, oils and grease within the Sewer Collection System.~~

## **ARTICLE II MODIFICATION OF AGREEMENT**

2.01 Evaluation of Agreement: Twenty (20) years after the effective date of this Agreement, City and District shall evaluate any and all terms agreed to herein and shall in good faith negotiations determine if any modifications are warranted. Thereafter, evaluation of this Agreement shall occur every ~~ten (10)~~ years five (5) years.

2.02 City and District will review and revise this Agreement to ensure compliance with Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations issued thereunder, as necessary.

~~2.01-03~~ Waiver or Modification Ineffective Unless in Writing: No waiver or modification of this Agreement or of any term covenant, condition or limitation herein shall be valid unless in writing and duly executed by the parties hereto. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligation of any party to this Agreement, unless such waiver or modification is in writing or duly executed.

## **ARTICLE III SEWER SERVICES**

3.01 City to Provide Sewer Services: City shall provide sewer services for District to treat up to ~~248 RDE’s or~~ 71,200 gallons ADDM from the Glendale Area.

3.02 Sewer User Charges: District shall pay to City user charges based on the costs of providing sewer services to the District as determined by resolution of the City Council of City. District will be billed for user charges in accordance with City’s standard billing for sewer service charges. Said user charges will be billed and paid in accordance with the Arcata Municipal Code.

3.03 Capacity Limitations: City shall be obligated to provide capacity of no more than 71,200 gallons per Average Day Dry Month or ADDM. In no event shall District authorize connections within the Glendale area if such connections would cause flows greater than 71,200 gallons ADDM, as such flow is measured at the Glendale Pump Station. District will report flow figures to City every month. If flows

reach or exceed 90% of total flow capacity limitations, District shall notify City in writing within 10 days. District and City shall meet to review the amount of flow discharged into City's sewer system and determine compliance with this section.

3.04.1 Monthly Reporting Requirements: District shall submit to City Finance Department a monthly report for billing purposes. District shall submit report to City as soon as possible after the end of each billing cycle, but in no case, five (5) working days after the end of the billing cycle. At a minimum, the monthly report shall include the flow meter totalizer read on the first day of the billing period and the totalizer read on the first day of the next billing period. The monthly report shall include notification to City of new connections to District sewer during the billing period. A billing cycle is defined by the first calendar day of a month through the last calendar day of the same month.

3.04.2 Annual Reporting Requirements: District shall submit an annual report to City. The annual report shall cover the period January 1 through December 31 and shall be received by the City no later than February 28 of each year. The annual report shall include:

- a. Documentation showing flow meter verification;
- b. Summary of District potable water use compared to sewer discharge;
- c. Number of connections at the end of the reporting period and;
- a-d. Average Day Dry Month calculation for the reporting year.

#### **ARTICLE IV SEWER CONNECTIONS**

~~————4.01.1 City Review of District Annexations: City reserves the right to review future annexations to the Glendale area and to refuse sewer services to any annexed area in the event the City determines that (1) such area proposed for annexation lies outside the boundaries of the service area for this project as designated in Exhibit A, (2) there is insufficient hydraulic or pollutant capacity in District's sewer system or, (3) uses in the proposed annexation would violate conditions of City's Wastewater Pretreatment Ordinance or District's sewer management rules, ~~there is insufficient capacity in the City's sewer system for the City's wastewater pretreatment program.~~~~

4.01.2 Before an industrial user located outside the jurisdictional boundaries of District discharges into City's sewer system, District and City will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.

4.02 Operation and Maintenance of Sewer Connection: District will operate, maintain, and provide reports on the sewer facilities between Glendale's collection system and City's sewer collection point as may be required from time to time by present and future City, State and Federal laws and regulations. Said operation, maintenance and record keeping shall be at District's sole cost and expense, and in a manner satisfactory to City ~~and the~~, California Regional Water Quality Control Board and U.S. Environmental Protection Agency.

4.04 Operation and Maintenance of Flow Meter: District shall provide a flow metering device that meets City approval and shall maintain and calibrate annually effluent flow metering and totalizing equipment. Flow meter shall be located downstream of all contributing discharges.

#### **Article V WASTEWATER DISCHARGE PRETREATMENT REQUIREMENTS**



5.01.1 District shall at all times comply with all provisions of Arcata Municipal Code, Title VII, Chapter 2, Sewers and all resolutions, rules and policies adopted pursuant to said provisions. District shall comply with all other local, state and Federal rules and regulations relevant and applicable to the services performed under this agreement.

5.01.2 District will adopt and diligently enforce sewer management rules which are no less stringent and are as broad in scope as the Wastewater Pretreatment Ordinance of City.

5.01.3 District shall be required to modify its sewer management rules when City Wastewater Pretreatment Ordinances, resolutions, rules and policies adopted thereto are modified. Whenever City revises its Wastewater Pretreatment Ordinance, it will forward a copy of the revisions to District. District will adopt revisions to its sewer management rules that are at least as stringent as those adopted by City. District will forward to City for review its proposed revisions within ninety (90) days of receipt of City's revisions. District will adopt its revisions within ninety (90) days of receiving approval from City of its content.

5.01.4 Local Limit Adoption: District will adopt and diligently enforce pollutant specific local limits which address at least the same pollutant parameters and maintain pollutant loading capacity or concentration limits issued to District by City, or otherwise demonstrate that pollutant specific local limits are unnecessary within ninety (90) days of adoption of local limits by City. If City makes any revisions or additions to its local limits, it will forward to District a copy of such revisions or additions within ninety (90) days of enactment thereof. District will adopt any such revisions or additions within ninety (90) days of receipt thereof.

5.01.5 District shall establish a Fats, Oils and Grease (FOG) program at least as stringent as the FOG Program set out by City. Required program components include periodic inspection of grease control devices, kitchen Best Management Practices education, review of grease control device maintenance/cleaning records, documentation/record keeping requirements, and provisions allowing District to require grease removal devices at Food Service Establishments.

5.01.6 District shall submit an annual report to City describing its pretreatment activities over the previous year. The annual report shall cover the period of January 1 through December 31 and shall be received by City no later than February 28 of each year. The report shall include:

- a. A list of all identified significant industrial users and their specific geographical location. The list shall indicate additions and deletions and shall provide a brief explanation for each addition or deletion. The list shall identify the significant industrial users subject to federal categorical standards by specifying which set(s) of standards are applicable to each significant industrial user. The list shall indicate which significant industrial users are subject to local limits by identifying which local limits are applicable to each significant industrial user. The list shall identify the type of wastewater treatment and/or control process in place for each significant industrial user.
- b. A list of the non-compliance incidents for each significant industrial user including significant noncompliance (SNC) incidents as defined at 40 CFR 403.12(f)(2)(vii), the current compliance status of each significant industrial user and any enforcement/disciplinary actions that occurred relating to the pretreatment program.
- c. For a significant industrial user subject to discharge requirements for total toxic organics, if any, whether all required certifications were provided.

- d. A summary of FOG program activities.
- e. Summary data, in tabular format, of significant industrial user laboratory data including, but not limited to, the number of samples taken during the year, sample date & time, analysis date & time, analytical laboratory and, analytical method, method detection limit and method limit/reporting limit. The District may submit laboratory reports, including chain-of-custodies, to meet this requirement.
- f. A brief description of any significant changes to the District's pretreatment program during the calendar year, if any.

5.01.7 When requested by City, District shall submit information on the nature and characteristics of the wastewater being discharged or to be discharged into City's sewer system. Such information may include, but not be limited to, volume flow rates, industrial user data, and representative laboratory analysis of wastewater discharged to City sewer system. Such information shall be provided to City as soon as practicable after City makes a request pursuant to this paragraph but in no cases one hundred-twenty (120) days after a formal request is made.

5.02.1 District will take all actions necessary to ensure that industrial users within its boundaries are subject to an approved pretreatment program to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to enforce its sewer management rules against industrial users located in its jurisdiction. District will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties City and District deem appropriate. In addition, District will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of human, which reasonably appears to threaten the environment or which threatens to cause interference, pass through or sludge contamination.

~~5.01 Wastewater Survey: When requested by City, District shall submit information on the nature and characteristics of the wastewater being discharged or to be discharged into City's sewer system by completing a wastewater survey. At City's request, such information may include, but not be limited to, volume flow rates and the nature of processing for individual industrial users, as well as wastewater constituents and characteristics in the wastewater discharge. Such survey shall be completed and returned to City as soon as practicable after City makes a request pursuant to this paragraph.~~

5.02.2 District will maintain current information on industrial users located in its jurisdiction.

5.02.3 Whenever a new industrial user begins operations in District, or any time an existing industrial user significantly increases its discharge volume or changes the nature of its discharge, or any time it is requested by City, District will require that such industrial user respond to an industrial user questionnaire supplied by City. District will forward completed copy of questionnaire to City.

5.02.4 District will provide City access to all records or documents relevant to the pretreatment program for any industrial user located in District.

5.02.5 District will inspect and sample all industrial users located in its jurisdiction each year. District will submit written notice of scheduled inspection to City, providing the opportunity for City to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, District will make every effort to informally notify City of the impending inspection so City may

attend. District will forward copies of all inspection reports to City within thirty (30) days of inspection. District will submit to City its procedures for sampling and analysis, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by U.S. Environmental Protection Agency.

5.02.6 City may, with notice to District, conduct inspections and sampling at any industrial user's facility located within District, as it deems necessary.

5.02.7 District will issue permits to all industrial users required to be permitted under its sewer management rules located in its jurisdiction. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by City. After District drafts permit, District will forward a copy thereof to City for review and comment at least thirty (30) days prior to the expected date of issuance. Within thirty (30) days of receipt of the proposed permit, City will either approve the permit or request District to make additions, deletions or changes. No permit will be issued if City objects.

5.02.8 In the event of industrial user non-compliance with District sewer management rules, District will submit a report to City on the compliance status of non-compliant significant industrial users and any enforcement response taken or anticipated. Such report shall include a list of the non-compliance incidents for each industrial user including significant noncompliance (SNC) incidents as defined in 40 CFR 403.12(f)(2)(vii), the current compliance status of the noncompliant industrial user and the time frames for initial enforcement actions, as well as any subsequent enforcement actions. This report shall be submitted to City within fifteen (15) days of District becoming aware of industrial user non-compliance.

5.02.9 District will enforce the provisions of its sewer management rules and permits. In the event District fails to take adequate enforcement action against noncompliant users in District on a timely basis, City will take such action on behalf of and as agent for District.

5.03 City may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through or sludge contamination. City will provide informal notice to industrial user and District of its intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency powers of City have been exercised.

~~————— 5.02 Permit Requirement: District shall be required to issue wastewater discharge permits to industrial uses located within the Glendale area and serviced by District under standards equal to or more stringent than City's standards as found in the Wastewater Pretreatment Ordinances and resolutions, rules and policies adopted thereto. District shall not allow industrial users to discharge wastewater into the City's sewer system, except in accordance with discharge permits issued by District. District shall apply for and City shall issue a wastewater discharge permit to District in accordance with Section 7489.8 of Wastewater Pretreatment Ordinance. Said permit shall be reviewed, revised if necessary and re-issued by City every three (3) years, and District shall provide City with information as needed to make the permit re-issuance.~~

~~————— 5.03 Compliance With All Laws: District shall at all times comply with all provisions of Chapter 2, Sewers, Title VII, Public Works, of the Arcata Municipal Code and all resolutions, rules and policies~~



~~adopted pursuant to said provisions. District shall additionally comply with all other local, state or Federal rules and regulations relevant and applicable to the services performed under this Agreement.~~

~~5.04 Inventory of Users: District shall submit to City by July 1<sup>st</sup> of each year, an inventory of users located within the Glendale area and discharging into the City's sewer system during the previous one year period.~~

~~5.05 Monitoring and Record Keeping: District shall monitor and keep records on discharges into City's sewer system in accordance with the Wastewater Pretreatment Ordinance. District shall submit compliance reports to City at intervals specified in the wastewater discharge permit.~~

~~5.06 Enforcement of Permit Conditions: For purposes of enforcing the wastewater discharge permit conditions, District shall be subject to applicable compliance monitoring, enforcement and penalty provisions of the Wastewater Pretreatment Ordinance.~~

## **ARTICLE VI CHARGES AND FEES**

6.01 Billing: City shall bill District promptly for all fees and charges as indicated herein and District will pay in accordance with the Arcata Municipal Code.

6.02 Interest: Interest shall accrue and be payable at a rate of ten percent (10%) per year and from the time any payment as specified in this Agreement becomes due.

6.03 Notification: City shall notify the District when a new rate study is initiated to change wastewater rates, and the City shall notify the District as a customer during the Proposition 218 rate adjustment process.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

7.01 Default: In the event either party to this agreement shall fail to comply with any terms or provision of this Agreement such non-compliance shall constitute a default and the non-defaulting party shall notify the other party in writing of such default.

7.02 Entire Agreement: This Agreement constitutes the entire agreement of the parties. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter, including but not limited to, the agreement of 1988. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute waiver of any other provision, whether or not similar, nor shall be binding unless executed in writing by the party making the waiver.

7.03 Notices: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed made and/or received two (2) days following their deposit in the U.S. Postal Service, postage prepaid, and addressed as follows:

City: Director of Environmental Services  
City of Arcata  
736 F Street  
Arcata, CA 95521

District: Fieldbrook Glendale Community Services District  
4584 Fieldbrook Road P.O. Box 2715  
McKinleyville, CA 95519  
Arcata, CA. 95521

Either party may change its address by written notice given pursuant to this section.

7.04 Descriptive Headings: The descriptive headings herein are inserted for convenience and reference only, and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7.05 Attorneys Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

7.06 Indemnification: District agrees to protect, defend, indemnify and hold City harmless from and against any and all losses arising from District's activities and to name City as an additional insured on liability insurance for the Glendale area, except to the extent such damages arise from City's negligence. City shall hold District harmless for damages arising from City's activities, except to the extent such damages arise from District's negligence.

7.07 Severability: If any term or provision of this Agreement is held by a court of competent jurisdiction to be null and void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall not be affected.

7.08 California Law Governs: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

7.09 Agreement to Arbitrate: If agreed to by both City and District, any dispute arising under or by way of the terms, conditions or performance of this Agreement may be submitted to expedited arbitration by and under the rules of the American Arbitration Association. Such arbitration shall be conducted in Humboldt County, California. Either party may bring an action to enforce the arbitrator's award in Humboldt County Superior Court.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the date of their signatures hereunder.

**FIELDBROOK GLENDALE COMMUNITY SERVICES DISTRICT:**

Dated: \_\_\_\_\_  
Chairman

ATTEST:

Dated: \_\_\_\_\_

**CITY OF ARCATA:**

Dated: \_\_\_\_\_

[Victor Schaub](#), Mayor

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_, City Clerk

-----  
\_\_\_\_\_  
\_\_\_\_\_, Alice Harris, City Clerk



Fieldbrook Glendale  
Community Services District  
Agenda Background

**Agenda Item:** 6.2

**Agenda Title:** Form 700

**Meeting Date:** 02/26/2019

**Presented by:** Richard Hanger

**Type of Item:**       Action                       Discussion                       Information

**Type of Action  
Required:**               No Action                       Voice Vote                       Roll Call Vote

---

**Background:**

Annual form 700 filing for board members and staff.

**Recommendation:**

Motion to receive and file.

Fieldbrook Glendale  
Community Services District  
Agenda Background

**Agenda Item:** 6.3

**Agenda Title:** Will-Serve Letter request(s) – Status report

**Meeting Date:** 02/26/2019

**Presented by:** Rebecca Crow, Richard Hanger

**Type of Item:**         Action                     Discussion                     Information

**Type of Action  
Required:**             No Action                     Voice Vote                     Roll Call Vote

---

**Background:**

Review will-serve requests. The requests were forwarded to GHD for analysis and recommended response.

**Recommendation:**

Potential action based upon GHD review and recommendation.