

**CITY OF FERNDALE – HUMBOLDT COUNTY CALIFORNIA – U.S.A.
CLOSED SESSION**

Location:	City Hall	Date:	October 21, 2020
	834 Main Street	Time:	5:30 pm
	Ferndale CA 95536	Posted:	October 14, 2020

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor’s Emergency Declaration related to COVID-19, and the Governor’s Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the City Council, City staff, and the public by teleconference, videoconference, or both.

We are strongly recommending that public comments for this meeting be submitted prior to the meeting. Public comments should be submitted to cityclerk@ci.ferndale.ca.us by 4:00pm on Wednesday, October 21, 2020, please be sure to put “Public Comment “in the subject line, and include the agenda item if applicable. All public comments received by 4pm will be read into the record (limit to 5 minutes) during the regular meeting.

To provide public comment during the meeting, you will need to join the Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/87178915459?pwd=VmtobmdpclJ6MXBBS3hGVFZkMmRyZz09>

Or go to Zoom.us and input the following info when prompted:

Meeting ID: 871 7891 5459

Passcode: 136561

You may also dial in using your telephone by using either number: (Use *6 to mute and unmute)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 871 7891 5459

Passcode: 136561

MICROPHONES AND VIDEO WILL AUTOMATICALLY BE MUTED WHEN YOU JOIN THE MEETING. PUBLIC WILL BE PLACED IN THE WAITING ROOM DURING CLOSED SESSION DISCUSSIONS. ONCE CLOSED SESSION IS RECONVENED YOU WILL BE ALLOWED BACK IN THE MEETING

1. CALL CLOSED SESSION TO ORDER – Mayor
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION
 - a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Humboldt County Assessor Parcel Number 101-051-001-000 and 101-051-024-000; Agency negotiator: Jay Parrish, City Manager and Ryan Plotz, City Attorney; Negotiating parties: Richard Conway; Under negotiation: price and terms of payment
 - b. CONFERENCE WITH LEGAL COUNSEL – ANITICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two cases)
 - c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION,
City Manager

**CITY OF FERNDALE – HUMBOLDT COUNTY CALIFORNIA – U.S.A.
AGENDA - REGULAR CITY COUNCIL MEETING**

Location:	City Hall	Date:	October 21, 2020
	834 Main Street	Time:	7:00 pm
	Ferndale CA 95536	Posted:	October 14, 2020

Join Zoom Meeting

<https://us02web.zoom.us/j/87178915459?pwd=VmtobmdpcjJ6MXBBS3hGVFZkMmRyZz09>

Or go to Zoom.us and input the following info when prompted:

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+1 253 215 8782 US (Tacoma)

Meeting ID: 871 7891 5459

Passcode: 136561

1. CALL MEETING TO ORDER – Mayor
2. PLEDGE ALLEGIANCE TO THE FLAG
3. ROLL CALL – City Clerk: Mayor Sweeney; Councilman Avis; Councilwoman Bullard; Councilwoman Fisk-Becker; and Councilman Smith.
4. REPORT OUT OF CLOSED SESSION – None
5. CEREMONIAL – None
6. MODIFICATIONS TO THE AGENDA
7. STUDY SESSION - None
8. PUBLIC COMMENT. (This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3^{ds} of the Council that the item came up after the agenda was posted and is of an urgent nature requiring immediate action. This portion of the meeting will be approximately 30 minutes’ total for all speakers, with each speaker given no more than five minutes.)
9. CONSENT CALENDAR. (All matters listed under this category are considered to be routine by the City Council and will be enacted by one motion. Unless a specific request is made by a Council Member, staff or the public, the Consent Calendar will not be read. There will be no separate discussion of these items. However, if discussion is required, that item will be removed from the Consent Calendar and considered separately under “Call Items.”)
 - a. Approval of Minutes of the September 16, 2020 Regular City Council Meeting Page 6
 - b. Acceptance of Checkbook Register for September 1-30, 2020..... Page 9
 - c. Acceptance of Financial Statements for September 1-30, 2020 Page 12
 - d. Acceptance of Financial Statements for August 1-31, 2020..... Page 34
 - e. Acceptance of Financial Statements for July 1-31, 2020..... Page 56

10. CALL ITEMS REMOVED FROM CONSENT CALENDAR

11. PRESENTATION
 Paul Gregson – Status of Collection System

12. PUBLIC HEARING

13. BUSINESS

- a. Second Reading of Ordinance 2020-04, by title only, Amending Zoning Ordinance 02-02 Sections 7.08 regarding Fences, and 6.05.4 regarding Design Review Membership..... Page 79
- b. Resolution 2020-22 Approving Application(s) for Per Capita Grant Funds..... Page 83
- c. Introduction and First Reading of Ordinance 2020-05 Amending Article 7 of the Building Inspector-Construction Code Ordinance to Provide Regulation for Fences and other Structures..... Page 86
- d. Adopt JPA Agreement and Bylaws for CIRA merger with PARSAC and REMIF Page 95
- e. COVID-19 Update and Discussion..... Page 175
 - i. Reconfirm Existence of Local Emergency

14. CORRESPONDENCE Page 177

15. COMMENTS FROM THE COUNCIL

16. REPORTS

- a. City Manager Report Page 181
- b. Commission and Committee Report
 - i. Design Review Minutes..... Page 191
 - ii. Drainage Committee Minutes Page 192
- c. Minutes from Joint Power Authorities (JPAs) and Reports
 - i. Humboldt County Association of Governments (August 2020) Page 194
 - ii. Humboldt Waste Management Authority (July & Sept 2020) Page 198
 - iii. Redwood Coast Energy Authority (August 2020) Page 202

17. ADJOURN

**This notice is posted in compliance with Government Code §54954.2.
 The next Regular Meeting of the Ferndale City Council will be held on
 November 18, 2020 at 7:00 pm via Zoom.**

Section 1

CALL MEETING TO ORDER

Section 2

PLEDGE ALLEGIANCE

Section 3

ROLL CALL

Section 4

CLOSED SESSION REPORT OUT

Section 5

CEREMONIAL

Section 6

MODIFICATIONS TO THE AGENDA

Section 7

STUDY SESSIONS

Section 8

PUBLIC COMMENT

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction.

Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rd of the Council (three of the five members) that the item came up after the agenda was posted and is of an urgent nature requiring immediate action.

This portion of the meeting will be approximately 30 minutes total for all speakers, with each speaker given no more than five minutes. Please state your name and address for the record. (This is optional.)

Section 9

CONSENT CALENDAR

All matters listed under this category are considered to be routine by the City Council and will be enacted by one motion.

Is there anyone on the Council, Staff or the public that would like to pull an item off the Consent Agenda for scrutiny? Those items will be considered separately under "Call Items."

City of Ferndale, Humboldt County, California, U.S.A.
DRAFT Minutes for City Council Meeting of September 16, 2020

Mayor Michael Sweeney called the Regular City Council Meeting to order at 7:00 pm via Zoom Video Conference. Those present did the flag salute. Present were Mayor Sweeney, Council Members Stephen Avis, Kathleen Bullard, Jenny Fisk-Becker, and Robin Smith, along with staff: City Manager Jay Parrish, City Planner Vanessa Blodgett, and City Clerk Kristene Hall.

Report out of Closed Session: None

Ceremonial: None

Modifications to the Agenda: None:

Report out of Study Session: None

Public Comment: None

Consent Calendar: There were three items on the Consent Calendar for approval. Councilwoman Fisk-Becker asked that Item b (Approval of the minutes for the August 3, 2020 Special City Council Meeting) be pulled. Councilman Avis asked that Item c (Acceptance of Checkbook Register for August 1-31, 2020) be pulled. **MOTION:** to approve Item “a” on the consent calendar. **(Bullard/Avis) Unanimous**

Call Items Removed from Consent Calendar: Item b (Approval of the minutes for the August 3, 2020 Special City Council Meeting) was pulled by Councilwoman Fisk-Becker. Fisk Becker asked that the minutes be corrected to reflect that she did not recuse herself due to her immediate family having property within 500ft of the project but that it was due to the common law conflict of interest. Staff will make that requested correction.

Item c (Acceptance of Checkbook Register for August 1-31, 2020) was pulled by Councilman Avis. Councilman Avis questioned the TOT deposit. Avis asked what period this represented. Staff stated that TOT was usually for the previous month. Avis also questioned the zero income from Health Inspections. Staff stated the health inspector is starting to catch up on inspections and we should start seeing income in the next couple months. Additionally, Avis questioned what the “small miscellaneous” line item on the deposits list represented. Staff stated they were unsure and would need to ask the finance manager. **MOTION:** to approve Items (b)& (c) on the consent calendar. **(Avis/Bullard) Unanimous**

Presentation: None

Public Hearing:

Introduction and 1st Reading of Ordinance 2020-04, by title only, Amending Zoning Ordinance 02-02 Sections 7.08 regarding Fences, and 6.05.4 regarding Design Review Membership: City Planner Vanessa Blodgett went through the staff report with the council. Blodgett stated this was reviewed by the Planning Commission and the Commission voted unanimously to recommend this Ordinance to the City Council. Councilwoman Fisk-Becker questioned metal material use and deer fencing. Councilman Smith stated concerns on deer fencing and use of the proper materials for this. Mayor Sweeney questioned the requirements needed to require a building permit for front fences. Staff stated they will talk with the City Attorney to get the process stated for this requirement. Councilman Avis questioned if the Planning Commission talked about transparency options for the front and side yards. Staff stated they did not have any discussions

on this. Councilwoman Fisk-Becker questioned the illustration displayed in the ordinance. Councilman Avis explained the illustration and what it is referring to. Councilman Smith brought up the issue of hedges and when this can be addressed. Mayor Sweeney stated that some enforcement of hedges is in the Nuisance Ordinance but will definitely need to be addressed. Councilman Avis questioned enforcement when a building permit is required. Councilman Smith questioned the changes to the Design Review membership. Councilwoman Bullard stated that this issue was brought forward by the Planning Commission when she was a member. Bullard stated that it can be difficult to get time commitment from commissioners for both Planning Commission and Design Review. City Manager Parrish also added that if a project is appealed by a Design Review applicant to the Planning Commission, it can be an unfair advantage if two of the five members on the Planning Commission have already voted on a project brought to them. **MOTION:** to approve Introduction and 1st Reading of Ordinance 2020-04, by title only, Amending Zoning Ordinance 02-02 Sections 7.08 regarding Fences, and 6.05.4 regarding Design Review Membership. **(Bullard/Sweeney) Unanimous**

Business:

PGE Undergrounding Project Agreements: City Manager Jay Parrish stated this has been delayed but are looking on moving forward with the Francis Street project. PGE representative Lizette Burris was present and went over the project description. Burris stated the City Council had already passed the required Resolution for the project but in order to move forward to the project schedule and estimating and design phase the agreements need to be signed. Burris explained the different agreements needed which include a General Conditions Agreement, Electric Panel Service Conversion agreement, Streetlight Agreement, and a Wheelchair Access Agreement. Councilman Avis questioned the Streetlight Agreement and asked Burris if PG&E had any recommendations. Burris stated PG&E did not have any recommendations. City Manager Jay Parrish stated the past administrations have talked about buying their own to make it more aesthetically pleasing. Avis also questioned timelines for the projects. Parrish stated at least two years. Councilwoman Bullard questioned the repaving of the streets. Parrish stated the possibility of repairing and then micro sealing. Mayor Sweeney stated between the undergrounding and sewer replacement the street will need to be paved. Sweeney also stated the different options on the streetlight agreement. **MOTION:** to approve the City Manager to sign required agreements for the Rule 20a PGE Undergrounding Project for Francis Street. **(Avis/Bullard) Unanimous**

Chamber Budget Review: Ferndale Chamber of Commerce Treasurer Paul Beatie was present to review the chambers budget. Beatie explained the budget looked different due to the COVID-19 pandemic. Beatie introduced the new chamber president Thomas Nicholson Stratton and turned the discussion over to him. Stratton went over the decreases in revenues and advertising. Councilman Smith questioned the line item "new event". Stratton stated it was for any possible event that may come up. Councilman Avis stated his support and thanked Stratton and Beatie for their work with the chamber.

Interview Applicant for Drainage Committee Member Appointment: City Manager Jay Parrish explained that this appointment was for the drainage committee member located outside city limits. Parrish stated there were two applicants; Wayne Ambrosini and George Toste. Mayor Sweeney explained that the Drainage Committee held interviews at their last meeting but added George Toste did not get notification on this and did not attend. Sweeney added that the Drainage Committee recommended unanimously to recommend to the council the appointment of Wayne Ambrosini. Councilman Avis stated that Ambrosini was previously on the committee and questioned the length he had served. Ambrosini stated he had been on the committee for 3-4

years but before that had attended every meeting. Councilwoman Fisk-Becker stated it was unfortunate that Toste did not get interviewed by the Drainage Committee. Mayor Sweeney asked if any applicant would like to speak to the council. Ambrosini stated his contributions. Applicant George Toste stated he would be okay with just attending the meetings and to work with the committee. Mayor Sweeney added that public is welcome and encouraged to attend the Drainage Meetings. **MOTION:** to appoint Wayne Ambrosini to the Drainage Committee. **(Avis/Bullard) Unanimous**

Resolution 2020-21 Amending the Ferndale Emergency Plan: City Manager Jay Parrish explained that currently our emergency plan states we have to reconfirm the existence of a local emergency every 14 days. Parrish stated this amendment would allow us to essentially reconfirm at the regular council meetings or every 30 days. Council discussed if 30 days would be sufficient due to sometimes the council meetings being a little over or under the 30-day timeline. Staff stated that per our attorney going a little over or under is acceptable. **MOTION:** to approve Resolution 2020-21 amending the Ferndale Emergency Plan. **(Bullard/Smith) Unanimous**

COVID-19 Update and Discussion: City Manager stated the ongoing concerns. Parrish acknowledged the schools on how well the children are conducting themselves. Councilman Smith stated concerns on the healthy younger generation contracting the virus and the long-term effects of the virus on these individuals. Councilman Avis questioned Councilwoman Fisk-Becker on her experience in the schools the last couple of weeks. Fisk-Becker stated it had been going well and explained what the schools had done before school started to help prepare the students. Fisk-Becker also added what they are doing in school to prevent the spread. Councilman Smith commended Fisk-Becker on their work. **MOTION:** to reconfirm the existence of a local emergency due to the COVID-19 pandemic. **(Avis/Smith) Unanimous**

Correspondence: None

Comment from the Council: Mayor Sweeney revisited the CRV issue he spoke about last month. Sweeney stated that Humboldt Waste Management Authority (HWMA) reopened but caused traffic problems due to the abundance of people needing to turn in recycling. Sweeney stated HWMA was ordered to close by City of Eureka until a plan could be submitted to mitigate traffic issues. Sweeney added at HWMA's last meeting, they asked Cal-Recycle to set up an appointment system but they had not heard back yet.

Reports:

City Managers Report: No questions or comments

Other Reports: No questions or comments

Mayor Sweeney adjourned the meeting at 9:00 pm.

Respectfully submitted

Kristene Hall
City Clerk

Bank Account Register

General Checking

September 1, 2020 - September 30, 2020

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			564,558.96
09/01/20		EDD	EMPLOYMENT DEVELOPMENT DEPT	1,331.14		563,227.82
09/01/20		USTREASURY	UNITED STATES TREASURY	7,325.47		555,902.35
09/01/20			9/1/20 deposit		3,344.77	559,247.12
09/01/20		JAY PARRISH	JAY PARRISH	400.00		558,847.12
09/01/20		ALL LINES	ALL-LINES LEASING	950.45		557,896.67
09/01/20	54283	CITFO	CITY OF FORTUNA	1,950.00		555,946.67
09/01/20	54284	MIRRE	MIRANDA'S RESCUE	450.00		555,496.67
09/01/20	54285	VANESSA	VANESSA GOODRICH	200.00		555,296.67
09/08/20	54299	ARNKE	ARNOLD C. KEMP	3,876.43		551,420.24
09/08/20	54300	CA RURAL	CALIFORNIA RURAL WATER ASSOCIATION	643.00		550,777.24
09/08/20	54301	CITFO	CITY OF FORTUNA	1,612.99		549,164.25
09/08/20	54302	CRYST	CRYSTAL SPRINGS BOTTLED WATER CO.	26.00		549,138.25
09/08/20	54303	COMAS	DEMETRIUS DISTEFANO	75.00		549,063.25
09/08/20	54304	HAZARDOUS	HAZARDOUS MATERIALS RESPONSE	556.18		548,507.07
09/08/20	54305	MERFR	MERCER FRASER COMPANY	272.44		548,234.63
09/08/20	54306	MISLI	MISSION LINEN & UNIFORM SERVICE	18.20		548,216.43
09/08/20	54307	NILCO	NILSEN COMPANY	239.66		547,976.77
09/08/20	54308	NORCO	NORTH COAST LABORATORIES LTD.	555.00		547,421.77
09/08/20	54309	PACGA	PACIFIC GAS & ELECTRIC	1,059.78		546,361.99
09/08/20	54310	RSLIV	R & S LIVESTOCK SUPPLY	116.35		546,245.64
09/08/20	54311	EELRI DEBRI	RECOLOGY EEL RIVER FORTUNA	159.60		546,086.04
09/08/20	54312	TIPMO	TIPPLE MOTORS, INC.	976.35		545,109.69
09/08/20	54313	USBANK	US BANK	1,301.21		543,808.48
09/08/20	54314	VALLU	VALLEY LUMBER	1,433.99		542,374.49
09/08/20	54315	VANESSA	VANESSA HUERTA	575.25		541,799.24
09/08/20	54316	VERZN	VERIZON WIRELESS	256.14		541,543.10
09/08/20	54317	WELLS(\$206)	WELLS FARGO VENDOR FIN SERV	206.76		541,336.34
09/08/20	54318	WHITCHURCH	WHITCHURCH ENGINEERING, INC.	140.00		541,196.34
09/08/20	54319	WILSA	WILDWOOD SAW	274.48		540,921.86
09/10/20	1001		PARRISH, JAY D	2,558.05		538,363.81
09/10/20	1002		HALL, KRISTENE M	1,549.64		536,814.17
09/10/20	1003		JOHNSON, DONNA J	1,475.19		535,338.98
09/10/20	1004		SMITH, BRET A	1,561.18		533,777.80
09/10/20	1005		LINDGREN, ROBERT C	1,243.31		532,534.49
09/10/20	1006		DIAS, TIMOTHY G	1,530.24		531,004.25
09/10/20	1007		MENDES, ALAN SCOTT	312.71		530,691.54
09/10/20	1008		COPPINI, STEVE L	2,171.63		528,519.91
09/10/20	1009		GARDNER, SHAWN C	1,774.84		526,745.07
09/10/20	1010		LIU, CARSON B	228.37		526,516.70
09/10/20	1011		HOPPIS, JOHNNY F	1,619.18		524,897.52
09/10/20	1012		SUTTON, DANIEL V	160.89		524,736.63
09/10/20	1013		GARDNER, HUNTER C	124.24		524,612.39
09/10/20	54295		BALCH, DYLAN C	1,178.20		523,434.19
09/10/20	54296		CERVANTES, CESAR E	1,178.96		522,255.23
09/10/20	54297		Franceschi, David A	1,194.04		521,061.19
09/10/20	54298		RICHARDSON, DIANNA L	109.62		520,951.57
09/10/20	54320	CHOPPIS	CHELCI HOPPIS	126.92		520,824.65
09/10/20	54321	DVLNO	DAVE LENARDO	320.00		520,504.65
09/10/20	54322	FEPEA	FEPEA	77.50		520,427.15
09/15/20		EDD	EMPLOYMENT DEVELOPMENT DEPT	1,286.96		519,140.19
09/15/20		USTREASURY	UNITED STATES TREASURY	7,029.95		512,110.24
09/15/20	54323	ALTBU	ALTERNATIVE BUSINESS CONCEPTS	105.21		512,005.03
09/15/20	54324	EURRB	EUREKA RUBBER STAMP CO.	345.03		511,660.00
09/15/20	54325	HUMTE	HUMBOLDT TERMITE & PEST	49.00		511,611.00
09/15/20	54326	MENSU	MENDES SUPPLY CO.	166.02		511,444.98
09/15/20	54327	PACGA	PACIFIC GAS & ELECTRIC	7,695.76		503,749.22

Bank Account Register

General Checking

September 1, 2020 - September 30, 2020

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
09/15/20	54328	PACPA	PACIFIC PAPER CO.	55.50		503,693.72
09/15/20	54329	PLANWEST	PLANWEST PARTNERS, INC.	2,583.50		501,110.22
09/15/20	54330	EELRI	RECOLOGY HUMBOLDT COUNTY	323.18		500,787.04
09/15/20	54331	FEREN	THE FERNDALE ENTERPRISE	65.00		500,722.04
09/15/20	54332	MBDVZ	THE MITCHELL LAW FIRM, LLP	1,977.50		498,744.54
09/15/20	54333	VAPAC PETRO	VALLEY PACIFIC PETROLEUM SERVICES, INC.	737.04		498,007.50
09/15/20	54334	KRUGER	Veolia Water Technologies Inc	913.26		497,094.24
09/17/20			9/17/20 deposit		8,333.00	505,427.24
09/22/20			9/22/20 deposit		2,084.93	507,512.17
09/22/20	54335	DELOR	DEL ORO WATER CO., FDLE. DIST.	593.61		506,918.56
09/22/20	54336	NCUAQ	AQMD	837.83		506,080.73
09/22/20	54337	COMAS	DEMETRIUS DISTEFANO	25.00		506,055.73
09/22/20	54338	FDAC	FDAC EBA	11,520.97		494,534.76
09/22/20	54339	FERNMUSEUM	FERNDALE MUSEUM	50.00		494,484.76
09/22/20	54340	FRONT	FRONTIER	510.85		493,973.91
09/22/20	54341	HORBU	HORIZON BUSINESS SERVICES	22.67		493,951.24
09/22/20	54342	JUNLI	JUNIOR LIBRARY GUILD	224.81		493,726.43
09/22/20	54343	ONTIV	ONTIVEROS & ASSOCIATES, INC.	2,958.50		490,767.93
09/22/20	54344	SDRMA	SPECIAL DISTRICT RISK MGMT AUTHORITY	723.39		490,044.54
09/22/20	54345	VAPAC PETRO	VALLEY PACIFIC PETROLEUM SERVICES, INC.	659.53		489,385.01
09/22/20	54346	WELF(\$106)	WELLS FARGO FINANCIAL LEASING	106.46		489,278.55
09/22/20	54347	WELLS(\$206)	WELLS FARGO VENDOR FIN SERV	206.76		489,071.79
09/24/20			9/24/20 deposit		172,075.77	661,147.56
09/24/20			9/24/20 deposit		12,596.59	673,744.15
09/24/20	1001		PARRISH, JAY D	2,558.05		671,186.10
09/24/20	1002		HALL, KRISTENE M	1,622.68		669,563.42
09/24/20	1003		JOHNSON, DONNA J	1,475.21		668,088.21
09/24/20	1004		ALAMEDA, RENAE MARY	218.62		667,869.59
09/24/20	1005		SMITH, BRET A	2,912.11		664,957.48
09/24/20	1006		LINDGREN, ROBERT C	1,551.16		663,406.32
09/24/20	1007		FIELDER, CHARLES COSMAS	351.55		663,054.77
09/24/20	1008		DIAS, TIMOTHY G	1,537.45		661,517.32
09/24/20	1009		MENDES, ALAN SCOTT	280.94		661,236.38
09/24/20	1010		COPPINI, STEVE L	2,433.30		658,803.08
09/24/20	1011		GARDNER, SHAWN C	1,736.38		657,066.70
09/24/20	1012		LIU, CARSON B	114.19		656,952.51
09/24/20	1013		HOPPIS, JOHNNY F	1,579.30		655,373.21
09/24/20	1014		SUTTON, DANIEL V	329.90		655,043.31
09/24/20	1015		GARDNER, HUNTER C	152.92		654,890.39
09/24/20	54348		BALCH, DYLAN C	1,482.06		653,408.33
09/24/20	54349		CERVANTES, CESAR E	1,522.63		651,885.70
09/24/20	54350		Franceschi, David A	1,342.11		650,543.59
09/24/20	54351		VON BRAUN, BONNIE K	75.46		650,468.13
09/24/20	54352	CHOPPIS	CHELCI HOPPIS	126.92		650,341.21
09/24/20	54353	DVLNO	DAVE LENARDO	280.00		650,061.21
09/24/20	54354	FEPEA	FEPEA	82.50		649,978.71
09/27/20		TRICOUNTIES	TRI COUNTIES BANK	1,129.58		648,849.13
09/29/20		EDD	EMPLOYMENT DEVELOPMENT DEPT	1,719.71		647,129.42
09/29/20		USTREASURY	UNITED STATES TREASURY	8,671.46		638,457.96
09/30/20			9/30/20 deposit		3,144.05	641,602.01
			Totals	<u>124,536.06</u>	<u>201,579.11</u>	<u>641,602.01</u>

Transaction count = 106

SEPTEMBER 2020 Deposit Recap	9.1.20	9.17.20	9.22.20	9.24.20	9.24.20	9.30.20	TOTAL-SEP 20
RETAIL TAX					12,596.59		12,596.59
HIGHWAY USER TAX/VEHICLE LICENSE FEES	3,344.77		2,084.93	95,033.00		3,144.05	103,606.75
BUSINESS LIC				398.75			398.75
ANIMAL LIC				85.00			85.00
BUILDING RENTS				50.00			50.00
PERMITS				2,126.43			2,126.43
TOT				11,424.18			11,424.18
HEALTH INSPECTIONS							-
HCAOG - RSTP							-
RECYCLING GRANT							-
PARSAC - GRANT / OTHER							-
COUNTY OF HUMBOLDT-STREETS & ROADS							-
SEPTIC DUMPS / SEWER REVENUE				27,001.00			27,001.00
FRANCHSE FEES				1,706.39			1,706.39
HUMBOLDT CTY - COPS							-
DONATIONS							-
POLICE SERVICES				313.57			313.57
SMALL MISC		8,333.00		104.47			8,437.47
DRAINAGE FEES				325.00			325.00
COUNTY OF HUMBOLDT-PROPERTY TAXES				14,073.17			14,073.17
COUNTY OF HUMBOLDT-SEWER				18,872.80			18,872.80
COUNTY OF HUMBOLDT-INTEREST INCOME				562.01			562.01
STATE - CAL TRANS - STREET SWEEP							-
DENTAL INS DIVIDENDS - SDRMA							-
MISC: COUNTY OF HUMBOLDT-MEASURE Z							-
	3,344.77	8,333.00	2,084.93	172,075.77	12,596.59	3,144.05	201,579.11

City of Ferndale
Balance Sheet
Fund 10 - General Fund
As of September 30, 2020

Assets

Current Assets	
Cash	\$ 518,978.41
Restricted Cash	15,150.00
Accounts Receivable	<u>54,061.25</u>
Total Current Assets	<u>588,189.66</u>
Total Assets	<u><u>\$ 588,189.66</u></u>

Liabilities and Fund Balance

Current Liabilities	
Accounts Payable	\$ 112,239.45
Accrued Liabilities	902.08
Other Current Liabilities	<u>282.62</u>
Total Current Liabilities	<u>113,424.15</u>
Total Liabilities	<u>113,424.15</u>
Fund Balance	
Retained Earnings	<u>474,765.51</u>
Total Fund Balance	<u>474,765.51</u>
Total Liabilities and Fund Balance	<u><u>\$ 588,189.66</u></u>

City of Ferndale
Balance Sheet
Fund 22-Gas Tax
As of September 30, 2020

Assets

Current Assets	
Cash	\$ <u>15,544.29</u>
Total Current Assets	<u>15,544.29</u>
Total Assets	<u>\$ 15,544.29</u>

Liabilities and Fund Balance

Current Liabilities		<u> </u>
Total Current Liabilities	\$	<u>0.00</u>
Total Liabilities		<u>0.00</u>
Fund Balance		
Retained Earnings		<u>15,544.29</u>
Total Fund Balance		<u>15,544.29</u>
Total Liabilities and Fund Balance	\$	<u>15,544.29</u>

City of Ferndale
Balance Sheet
Fund 23 - RSTP Fund
As of September 30, 2020

Assets

Current Assets		
Cash	\$	72,463.06
Total Current Assets		72,463.06
Total Assets	\$	72,463.06

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		72,463.06
Total Fund Balance		72,463.06
Total Liabilities and Fund Balance	\$	72,463.06

City of Ferndale
Balance Sheet
Fund 24 - Transportation Development Act
As of September 30, 2020

Assets

Current Assets	
Cash	\$ <u>273,317.25</u>
Total Current Assets	<u>273,317.25</u>
Total Non Current Assets	<u> </u>
Total Assets	<u><u>\$ 273,317.25</u></u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
Fund Balance	
Retained Earnings	<u>273,317.25</u>
Total Fund Balance	<u>273,317.25</u>
Total Liabilities and Fund Balance	<u><u>\$ 273,317.25</u></u>

City of Ferndale
Balance Sheet
Fund 26 - Drainage Fund
As of September 30, 2020

Assets

Current Assets	
Cash	\$ <u>4,272.04</u>
Total Current Assets	<u>4,272.04</u>
Total Assets	<u><u>\$ 4,272.04</u></u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
Total Liabilities	<u>0.00</u>
Fund Balance	
Retained Earnings	<u>4,272.04</u>
Total Fund Balance	<u>4,272.04</u>
Total Liabilities and Fund Balance	<u><u>\$ 4,272.04</u></u>

City of Ferndale
Balance Sheet
Fund 25 - Integrated Waste Mgt
As of September 30, 2020

Assets

Current Assets		
Cash	\$	54,385.67
Total Current Assets		54,385.67
Total Assets	\$	54,385.67

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		54,385.67
Total Fund Balance		54,385.67
Total Liabilities and Fund Balance	\$	54,385.67

**City of Ferndale
Balance Sheet
Fund -30 - Sewer
As of September 30, 2020**

Assets

Current Assets	
Cash	\$ 339,770.88
Accounts Receivable	<u>10,446.00</u>
Total Current Assets	<u>350,216.88</u>
Property and Equipment	
Vehicles	42,332.05
Equipment	87,061.27
Sewer system	13,459,674.06
Less Accumulated Depreciation	<u>(3,216,775.78)</u>
Net Property and Equipment	<u>10,372,291.60</u>
Total Assets	<u><u>\$ 10,722,508.48</u></u>

Liabilities and Fund Balance

Current Liabilities	
Interest Payable	\$ <u>42,027.60</u>
Total Current Liabilities	<u>42,027.60</u>
Long-Term Liabilities	
Notes Payable USDA	<u>4,247,000.00</u>
Total Long-Term Liabilities	<u>4,247,000.00</u>
Total Liabilities	<u>4,289,027.60</u>
Fund Balance	
Other Equity	6,649,092.60
Retained Earnings	<u>(215,611.72)</u>
Total Fund Balance	<u>6,433,480.88</u>
Total Liabilities and Fund Balance	<u><u>\$ 10,722,508.48</u></u>

**City of Ferndale
Balance Sheet
GASB 34 ASSETS AND LIABILITIES
As of September 30, 2020**

Assets

Property and Equipment	
Buildings and improvements	479,444.72
Vehicles	173,365.86
Equipment	190,460.12
Roadways	10,782,034.50
Sidewalks	173,300.00
Streetlights	31,684.18
Land	131,000.00
Less Accumulated Depreciation	<u>(9,426,667.96)</u>
Net Property and Equipment	<u>2,534,621.42</u>
Total Assets	<u><u>\$ 2,534,621.42</u></u>

Liabilities and Fund Balance

Long-Term Liabilities	
Accrued Vacation/Sick pay	52,946.94
Notes payable-current	27,992.79
Capital leases payable	<u>27,632.67</u>
Total Long-Term Liabilities	<u>108,572.40</u>
Fund Balance	
Other Equity	2,421,746.06
Retained Earnings	<u>4,302.96</u>
Total Fund Balance	<u>2,426,049.02</u>
Total Liabilities and Fund Balance	<u><u>\$ 2,534,621.42</u></u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
REVENUES				
Revenues - Taxes				
10014102 Property tax-secured	\$ 0.00	\$ 0.00	\$ 147,290.00	\$ (147,290.00)
10014104 Property tax-unsecured	0.00	0.00	5,665.00	(5,665.00)
10014106 Property tax-prior	0.00	0.00	2,060.00	(2,060.00)
10014107 Supplemental role	0.00	0.00	2,472.00	(2,472.00)
10014110 Sales and use tax	0.00	12,596.59	128,000.00	(115,403.41)
10014111 Trash franchise	1,706.39	1,706.39	5,600.00	(3,893.61)
10014112 PG&E franchise	0.00	0.00	11,000.00	(11,000.00)
10014114 Cable franchise	0.00	0.00	24,000.00	(24,000.00)
10014116 Business license tax	398.75	10,143.75	10,800.00	(656.25)
10014118 Real Property Transfer tax	0.00	0.00	3,000.00	(3,000.00)
10014120 Transient lodging tax	0.00	24,793.68	104,987.36	(80,193.68)
10014121 TOT Humboldt Lodging Authority	0.00	3,231.08	20,981.74	(17,750.66)
Total Revenue - Taxes	\$ 2,105.14	\$ 52,471.49	\$ 465,856.10	\$ (413,384.61)
Revenues - Licenses and Permits				
10024132 Construction permits	\$ 2,091.43	\$ 14,816.79	\$ 40,800.00	\$ (25,983.21)
10024164 Health protection	900.00	1,075.00	2,800.00	(1,725.00)
10024166 Encroachment permits	35.00	35.00	350.00	(315.00)
10024278 Animal license fees	85.00	500.00	1,400.00	(900.00)
Total Revenue - Licenses and Permits	\$ 3,111.43	\$ 16,426.79	\$ 45,350.00	\$ (28,923.21)
Revenues - Use of Money and Property				
10044182 Interest	\$ 0.00	\$ 0.00	\$ 16,650.00	\$ (16,650.00)
10044297 Town Hall Rent	0.00	0.00	1,500.00	(1,500.00)
10044297.1 Community Center rents	50.00	150.00	600.00	(450.00)
Total Revenue -Use of Money and Property	\$ 50.00	\$ 150.00	\$ 18,750.00	\$ (18,600.00)
Revenues - Fines				
10034283 Court fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Total Revenue - Fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Revenues - Intergovernmental				
10054204 Motor vehicle in-lieu tax	\$ 0.00	\$ 0.00	\$ 133,000.00	\$ (133,000.00)
10054222 Home owners prop. tax relief	0.00	0.00	1,200.00	(1,200.00)
10054286 Street sweeping	0.00	9,367.68	18,000.00	(8,632.32)
10054289 RMRA	0.00	4,001.32	25,894.00	(21,892.68)
10054300 Public safety 1/2 cent	0.00	0.00	2,000.00	(2,000.00)
10054310 COPs Program	0.00	0.00	145,000.00	(145,000.00)
10054330 COVID-19 Relief Funds	0.00	16,666.00	0.00	16,666.00
Total Revenue - Intergovernmental	\$ 0.00	\$ 30,035.00	\$ 325,094.00	\$ (295,059.00)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Revenues - Fees for Service				
10084271 Parking fees	\$ 0.00	\$ 24.38	\$ 100.00	\$ (75.62)
10084287.2 Developer reimbursed fees	0.00	0.00	10,000.00	(10,000.00)
10084287.3 Reimbursed Fees Planning	0.00	0.00	20,000.00	(20,000.00)
10084291 Special police services	0.00	1,820.00	2,000.00	(180.00)
10084298 Fair racing revenue	<u>73.27</u>	<u>341.27</u>	<u>1,200.00</u>	<u>(858.73)</u>
Total Revenue - Fees for Service	<u>\$ 73.27</u>	<u>\$ 2,185.65</u>	<u>\$ 33,300.00</u>	<u>\$ (31,114.35)</u>
Revenues - Other Revenue				
10094284 Donations - Library	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10094307 Miscellaneous	8,364.20	22,594.13	3,600.00	18,994.13
10094311 Utilities - Little League park	<u>0.00</u>	<u>200.00</u>	<u>200.00</u>	<u>0.00</u>
Total Revenue - Other Revenue	<u>\$ 8,364.20</u>	<u>\$ 22,794.13</u>	<u>\$ 3,900.00</u>	<u>\$ 18,894.13</u>
TOTAL REVENUES	<u>\$ 13,704.04</u>	<u>\$ 124,063.06</u>	<u>\$ 893,750.10</u>	<u>\$ (769,687.04)</u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
EXPENDITURES				
Expenditures - City Council				
10115012 Office expense	\$ 29.08	\$ 29.08	\$ 100.00	\$ (70.92)
10115013 Advertising	65.00	2,584.35	600.00	1,984.35
10115044 Meetings and dues	50.00	50.00	1,200.00	(1,150.00)
10115045 LAFCO fees	<u>0.00</u>	<u>0.00</u>	<u>659.20</u>	<u>(659.20)</u>
Total Expenditures - City Council	\$ 144.08	\$ 2,663.43	\$ 2,559.20	\$ 104.23
Expenditures City Manager				
10105002 Salary - permanent	\$ 2,512.46	\$ 18,310.41	\$ 32,661.92	\$ (14,351.51)
10105006 SSI tax	191.63	1,398.76	2,609.52	(1,210.76)
10105007 Medical insurance	662.24	1,986.72	8,310.85	(6,324.13)
10105009 Workers comp. insurance	0.00	498.10	1,894.39	(1,396.29)
10105010 Deferred retirement	0.00	0.00	2,612.95	(2,612.95)
10105061 Liability Insurance	<u>0.00</u>	<u>435.80</u>	<u>1,567.77</u>	<u>(1,131.97)</u>
Total expenditures -City Manager	\$ 3,366.33	\$ 22,629.79	\$ 49,657.40	\$ (27,027.61)
Expenditures - City Clerk				
10125002 Salary - permanent	\$ 5,872.00	\$ 21,217.00	\$ 74,768.18	\$ (53,551.18)
10125006 SSI tax	466.27	1,678.97	6,217.04	(4,538.07)
10125007 Medical insurance	1,057.58	3,311.20	12,446.18	(9,134.98)
10125009 Workers comp. insurance	0.00	1,197.26	4,336.56	(3,139.30)
10125010 Deferred retirement	0.00	0.00	5,980.72	(5,980.72)
10125012 Office expense	623.34	1,265.74	3,500.00	(2,234.26)
10125022 IT support	75.00	1,292.42	800.00	492.42
10125044 Meetings and dues	0.00	0.00	1,200.00	(1,200.00)
10125061 Liability Insurance	<u>0.00</u>	<u>1,047.52</u>	<u>3,588.87</u>	<u>(2,541.35)</u>
Total Expenditures -City Clerk	\$ 8,094.19	\$ 31,010.11	\$ 112,837.55	\$ (81,827.44)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - City Attorney				
10145052 Professional services	\$ 777.00	\$ 5,761.00	\$ 20,000.00	\$ (14,239.00)
Total Expenditures - City Attorney	\$ 777.00	\$ 5,761.00	\$ 20,000.00	\$ (14,239.00)
Expenditures - Government Buildings				
10155002 Salary - permanent	\$ 239.32	\$ 748.84	\$ 2,995.36	\$ (2,246.52)
10155006 SSI tax	27.16	84.98	372.93	(287.95)
10155009 Workers comp. insurance	0.00	47.96	173.73	(125.77)
10155012 Office expense	166.02	201.55	1,800.00	(1,598.45)
10155020 Building and ground maint.	117.53	1,286.31	6,000.00	(4,713.69)
10155030 Trash service	35.16	105.48	450.00	(344.52)
10155031 Gas	136.45	544.87	4,000.00	(3,455.13)
10155032 Utilities	151.92	444.77	2,000.00	(1,555.23)
10155033 Water	68.85	152.72	4,050.00	(3,897.28)
10155034 Telephone/internet	392.80	1,177.66	4,800.00	(3,622.34)
10155061 Liability Insurance	0.00	41.97	143.78	(101.81)
10155063 Building and Property Insurance	0.00	0.00	3,400.00	(3,400.00)
Total Expenditures - Government Buildings	\$ 1,335.21	\$ 4,837.11	\$ 30,185.80	\$ (25,348.69)
Expenditures - Non departmental				
10165015 Property tax admin. fees	\$ 0.00	\$ 0.00	\$ 3,600.00	\$ (3,600.00)
10165054 Audit and accounting	6,500.00	8,238.00	19,875.00	(11,637.00)
10165054.1 Accounting services	0.00	1,000.00	10,700.00	(9,700.00)
10165055 Contractual services	180.00	180.00	720.00	(540.00)
10165078 Copy machine expense	311.97	1,060.75	4,680.00	(3,619.25)
10165099 Miscellaneous	450.00	450.00	1,800.00	(1,350.00)
10165200 Car allowance	400.00	1,200.00	4,800.00	(3,600.00)
Total Expenditures - Nondepartmental	\$ 7,841.97	\$ 12,128.75	\$ 46,175.00	\$ (34,046.25)
Expenditures - Community Promotion				
10175020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10175028 Public restroom	38.60	78.54	3,000.00	(2,921.46)
10175032 Utilities	34.61	85.75	300.00	(214.25)
10175033 Water	148.40	401.01	1,440.00	(1,038.99)
10175072 Chamber of commerce	0.00	8,819.25	35,277.02	(26,457.77)
10175072.1 Donation - Visitors & Conv.	0.00	0.00	1,500.00	(1,500.00)
10175072.2 Employee appreciation	0.00	0.00	100.00	(100.00)
10175072.3 TOT 2% HLA QTRLY	0.00	0.00	17,850.00	(17,850.00)
Total Expenditures - Community Promotion	\$ 221.61	\$ 9,384.55	\$ 59,567.02	\$ (50,182.47)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Police				
10215002 Salary - permanent	\$ 21,773.45	\$ 69,393.44	\$ 250,835.04	\$ (181,441.60)
10215004 Salary - reserve	1,051.13	3,098.08	2,086.80	1,011.28
10215005 Salary - overtime	1,243.83	2,469.68	7,000.00	(4,530.32)
10215006 SSI tax	1,844.58	5,787.50	21,691.08	(15,903.58)
10215007 Medical insurance	5,138.92	15,416.76	64,559.76	(49,143.00)
10215009 Workers comp. insurance	0.00	4,333.29	15,075.45	(10,742.16)
10215010 Deferred retirement	0.00	0.00	17,313.02	(17,313.02)
10215012 Office expense	565.80	1,166.87	2,400.00	(1,233.13)
10215014 Vehicle expense	0.00	1,066.85	8,000.00	(6,933.15)
10215016 Fuel	865.48	2,137.85	11,000.00	(8,862.15)
10215020 Building and ground maint.	376.68	1,182.84	10,000.00	(8,817.16)
10215022 IT support	42,715.75	43,353.75	1,200.00	42,153.75
10215024 Special department supply	0.00	185.90	0.00	185.90
10215026 Uniform expense	0.00	0.00	500.00	(500.00)
10215026.1 Uniform allowance	0.00	1,800.00	3,000.00	(1,200.00)
10215029 Water/sewer	56.77	159.06	1,400.00	(1,240.94)
10215032 Utilities	125.93	355.66	2,000.00	(1,644.34)
10215034 Telephone/internet	449.32	1,350.16	4,200.00	(2,849.84)
10215035 Dispatch service	3,462.99	7,462.99	23,400.00	(15,937.01)
10215044 Meetings and dues	57.10	257.10	600.00	(342.90)
10215048 Training	0.00	0.00	2,500.00	(2,500.00)
10215051 Physical exams	0.00	0.00	900.00	(900.00)
10215052 Professional services	0.00	66.00	800.00	(734.00)
10215061 Liability Insurance	0.00	3,791.34	12,476.26	(8,684.92)
10215063 Building and Property Insurance	0.00	0.00	1,100.00	(1,100.00)
10215078 Copy machine expense	106.46	319.38	1,300.00	(980.62)
10215088 Equipment repair other	0.00	43.40	350.00	(306.60)
10215098 Background expense	0.00	0.00	800.00	(800.00)
10215201 Lexipol services	0.00	2,427.00	2,300.00	127.00
Total Expenditures - Police	\$ 79,834.19	\$ 167,624.90	\$ 468,787.41	\$ (301,162.51)
Expenditures - Animal Control				
10225096 Animal control	\$ 450.00	\$ 1,350.00	\$ 5,400.00	\$ (4,050.00)
Total Expenditures - Animal Control	\$ 450.00	\$ 1,350.00	\$ 5,400.00	\$ (4,050.00)
Expenditures - Health				
10245052 Professional services	\$ 200.00	\$ 1,175.25	\$ 2,400.00	\$ (1,224.75)
Total Expenditures - Health	\$ 200.00	\$ 1,175.25	\$ 2,400.00	\$ (1,224.75)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Streets and Roads				
10315002 Salary - permanent	\$ 1,461.84	\$ 5,141.18	\$ 18,757.44	\$ (13,616.26)
10315005 Salary - overtime	11.10	195.60	0.00	195.60
10315006 SSI tax	109.19	396.08	1,569.34	(1,173.26)
10315007 Medical insurance	403.00	1,209.00	5,057.28	(3,848.28)
10315009 Workers comp. insurance	0.00	278.18	5,087.93	(4,809.75)
10315010 Deferred retirement	0.00	0.00	1,500.60	(1,500.60)
10315011 Bldg/property insurance	0.00	0.00	450.00	(450.00)
10315014 Vehicle expense	969.66	3,278.87	11,406.00	(8,127.13)
10315020 Building and ground maint.	28.36	90.21	4,000.00	(3,909.79)
10315021 Street maintenance	0.00	272.44	8,000.00	(7,727.56)
10315024 Special department supply	0.00	91.50	1,000.00	(908.50)
10315026.1 Uniform allowance	0.00	0.00	300.00	(300.00)
10315034 Telephone/internet	78.28	234.98	930.00	(695.02)
10315055 Contractual services	0.00	556.18	550.00	6.18
10315061 Liability Insurance	0.00	243.39	900.36	(656.97)
10315088 Equipment repair other	<u>0.00</u>	<u>0.00</u>	<u>1,400.00</u>	<u>(1,400.00)</u>
Total Expenditures - Streets and Roads	\$ 3,061.43	\$ 11,987.61	\$ 60,908.95	\$ (48,921.34)
Expenditures - Planning				
10415052 Professional services	\$ 2,416.50	\$ 5,687.50	\$ 26,400.00	\$ (20,712.50)
10415053 Reimbursable Fees	0.00	730.50	10,000.00	(9,269.50)
10415055 Contractual services	0.00	0.00	14,500.00	(14,500.00)
10415059 Special Planning Projects	<u>53.00</u>	<u>361.00</u>	<u>20,000.00</u>	<u>(19,639.00)</u>
Total Expenditures - Planning	\$ 2,469.50	\$ 6,779.00	\$ 70,900.00	\$ (64,121.00)
Expenditures - City engineer				
10425052 Professional services	<u>\$ 0.00</u>	<u>\$ 5,216.75</u>	<u>\$ 60,000.00</u>	<u>\$ (54,783.25)</u>
Total Expenditures - City engineer	\$ 0.00	\$ 5,216.75	\$ 60,000.00	\$ (54,783.25)
Expenditures - Building Regulation				
10435052 Professional services	<u>\$ 2,058.09</u>	<u>\$ 6,787.03</u>	<u>\$ 32,400.00</u>	<u>\$ (25,612.97)</u>
Total Expenditures - Building Regulation	\$ 2,058.09	\$ 6,787.03	\$ 32,400.00	\$ (25,612.97)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Library				
10615002 Salary - permanent	\$ 202.61	\$ 562.61	\$ 5,000.00	\$ (4,437.39)
10615006 SSI tax	23.00	63.86	622.50	(558.64)
10615009 Workers comp. insurance	0.00	80.06	290.00	(209.94)
10615012 Office expense	50.00	50.00	0.00	50.00
10615020 Building and ground maint.	0.00	598.66	250.00	348.66
10615024 Special department supply	0.00	320.81	2,000.00	(1,679.19)
10615031 Gas	135.30	305.40	2,520.00	(2,214.60)
10615032 Utilities	101.29	287.46	1,800.00	(1,512.54)
10615033 Water	41.18	116.48	420.00	(303.52)
10615034 Telephone/internet	139.33	418.23	1,680.00	(1,261.77)
10615061 Liability Insurance	0.00	70.05	240.00	(169.95)
10615063 Building and Property Insurance	0.00	0.00	1,400.00	(1,400.00)
10615078 Copy machine expense	0.00	0.00	50.00	(50.00)
Total Expenditures - Library	\$ 692.71	\$ 2,873.62	\$ 16,272.50	\$ (13,398.88)
Expenditures - Parks				
10625002 Salary - permanent	\$ 529.43	\$ 1,378.15	\$ 6,401.50	\$ (5,023.35)
10625006 SSI tax	51.80	126.74	676.24	(549.50)
10625007 Medical insurance	60.36	181.08	757.57	(576.49)
10625009 Workers comp. insurance	0.00	99.53	771.29	(671.76)
10625010 Deferred retirement	0.00	0.00	229.24	(229.24)
10625020 Building and ground maint.	18.62	3,227.87	4,000.00	(772.13)
10625024 Special department supply	0.00	108.80	300.00	(191.20)
10625032 Utilities	37.27	101.34	600.00	(498.66)
10625033 Water	151.50	454.17	1,650.00	(1,195.83)
10625061 Liability Insurance	0.00	87.09	307.28	(220.19)
10625065 Russ Park expenditures	696.48	1,894.46	300.00	1,594.46
Total Expenditures - Parks	\$ 1,545.46	\$ 7,659.23	\$ 15,993.12	\$ (8,333.89)
Expenditures -Community Center				
10635020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
10635063 Building and Property Insurance	0.00	0.00	3,000.00	(3,000.00)
Total Expenditures -Community center	\$ 0.00	\$ 0.00	\$ 4,500.00	\$ (4,500.00)
TOTAL EXPENDITURES	\$ 112,091.77	\$ 299,868.13	\$ 1,058,543.95	\$ (758,675.82)
REVENUES OVER (UNDER) EXPENDITURES	\$ (98,387.73)	\$ (175,805.07)	\$ (164,793.85)	\$ (11,011.22)

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 22 - GAS TAX

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
22314210.1 Gas tax (2105)	\$ 676.49	\$ 1,819.68	\$ 7,880.00	\$ (6,060.32)
22314210.2 Gas tax (2106)	863.82	2,463.32	9,936.00	(7,472.68)
22314210.3 Gas tax (2107)	929.47	2,506.60	9,408.00	(6,901.40)
22314210.4 Gas tax (2107.5)	0.00	1,000.00	1,000.00	0.00
22314210.5 Gas Tax (2103)	674.27	2,722.87	12,154.00	(9,431.13)
Total Revenue	<u>3,144.05</u>	<u>10,512.47</u>	<u>40,378.00</u>	<u>(29,865.53)</u>
EXPENDITURES				
22315002 Salary - permanent	1,713.61	6,048.85	20,676.82	(14,627.97)
22315005 Salary - overtime	11.66	206.56	0.00	206.56
22315006 SSI tax	131.99	478.71	1,774.10	(1,295.39)
22315007 Medical insurance	441.23	1,323.69	5,599.67	(4,275.98)
22315009 Workers comp. insurance	0.00	312.69	4,543.17	(4,230.48)
22315010 Deferred retirement	0.00	0.00	1,654.13	(1,654.13)
22315057 Street signs	345.03	345.03	500.00	(154.97)
22315058 Street lighting	1,094.79	3,270.81	13,200.00	(9,929.19)
22315061 Liability Insurance	0.00	273.59	1,028.84	(755.25)
TOTAL EXPENDITURES	<u>3,738.31</u>	<u>12,259.93</u>	<u>48,976.73</u>	<u>(36,716.80)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (594.26)</u>	<u>\$ (1,747.46)</u>	<u>\$ (8,598.73)</u>	<u>\$ 6,851.27</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 23 - RSTP

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
23314211 RSTP Revenue	\$ 0.00	\$ 0.00	\$ 9,500.00	\$ (9,500.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>9,500.00</u>	<u>(9,500.00)</u>
EXPENDITURES				
23315002 Salary - permanent	450.95	1,611.97	5,803.51	(4,191.54)
23315006 SSI tax	34.55	123.67	477.56	(353.89)
23315007 Medical insurance	111.12	333.36	1,430.47	(1,097.11)
23315009 Workers comp. insurance	0.00	88.10	936.60	(848.50)
23315010 Deferred retirement	0.00	0.00	464.27	(464.27)
23315061 Liability Insurance	0.00	77.08	278.57	(201.49)
TOTAL EXPENDITURES	<u>596.62</u>	<u>2,234.18</u>	<u>9,390.98</u>	<u>(7,156.80)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (596.62)</u>	<u>\$ (2,234.18)</u>	<u>\$ 109.02</u>	<u>\$ (2,343.20)</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 24 - TRANSPORTATION DEVELOPMENT ACT

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
24314231 Transportation devel. act	\$ 0.00	\$ 0.00	\$ 44,641.57	\$ (44,641.57)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>44,641.57</u>	<u>(44,641.57)</u>
EXPENDITURES				
24315002 Salary - permanent	1,542.26	5,408.55	21,242.76	(15,834.21)
24315005 Salary - overtime	6.66	120.80	0.00	120.80
24315006 SSI tax	118.74	424.28	1,704.90	(1,280.62)
24315007 Medical insurance	406.40	1,219.20	5,180.52	(3,961.32)
24315009 Workers comp. insurance	0.00	316.68	4,488.16	(4,171.48)
24315010 Deferred retirement	0.00	0.00	1,699.39	(1,699.39)
24315014 Vehicle expense	19.21	19.21	250.00	(230.79)
24315016 Fuel	571.54	1,411.78	7,300.00	(5,888.22)
24315020 Building and ground maint.	0.00	0.00	2,000.00	(2,000.00)
24315021 Street maintenance	0.00	0.00	750.00	(750.00)
24315024 Special department supply	0.00	419.08	800.00	(380.92)
24315032 Utilities	174.81	520.02	2,600.00	(2,079.98)
24315033 Water	50.10	134.24	500.00	(365.76)
24315034 Telephone/internet	78.28	234.99	940.00	(705.01)
24315061 Liability Insurance	0.00	277.07	983.31	(706.24)
24315088 Equipment repair other	0.00	0.00	550.00	(550.00)
TOTAL EXPENDITURES	<u>2,968.00</u>	<u>10,505.90</u>	<u>50,989.04</u>	<u>(40,483.14)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (2,968.00)</u>	<u>\$ (10,505.90)</u>	<u>\$ (6,347.47)</u>	<u>\$ (4,158.43)</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 26 - DRAINAGE FUND

	1 Month Ended September 30, 2020	3 Months Ended September 30, 2020	FY2020/2021	Over/(Under)
	Actual	Actual	Budget	Budget
Revenues				
26314230 Drainage fund	\$ 0.00	\$ 0.00	\$ 4,500.00	\$ (4,500.00)
26314240 Drainage district fees	0.00	0.00	19,570.00	(19,570.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>24,070.00</u>	<u>(24,070.00)</u>
EXPENDITURES				
26315002 Salary - permanent	1,396.42	4,913.76	17,943.96	(13,030.20)
26315005 Salary - overtime	9.44	167.44	0.00	167.44
26315006 SSI tax	107.60	389.07	1,497.03	(1,107.96)
26315007 Medical insurance	373.17	1,119.51	4,718.72	(3,599.21)
26315009 Workers comp. insurance	0.00	267.73	4,440.75	(4,173.02)
26315010 Deferred retirement	0.00	0.00	1,435.51	(1,435.51)
26315019 Creek maintenance	0.00	0.00	1,500.00	(1,500.00)
26315023 Drain project	0.00	0.00	200.00	(200.00)
26315024 Special department supply	0.00	134.89	750.00	(615.11)
26315061 Liability Insurance	0.00	234.24	861.31	(627.07)
26315194 Interest expense	1,129.58	3,388.74	13,555.00	(10,166.26)
TOTAL EXPENDITURES	<u>3,016.21</u>	<u>10,615.38</u>	<u>46,902.28</u>	<u>(36,286.90)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (3,016.21)</u>	<u>\$ (10,615.38)</u>	<u>\$ (22,832.28)</u>	<u>\$ 12,216.90</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 25 - INTEGRATED WASTE MANAGEMENT

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
25314600 Recycling grant	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ (5,000.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>(5,000.00)</u>
EXPENDITURES				
25315002 Salary - permanent	380.68	1,332.38	4,948.78	(3,616.40)
25315006 SSI tax	29.04	101.64	395.38	(293.74)
25315007 Medical insurance	100.35	301.05	1,259.22	(958.17)
25315009 Workers comp. insurance	0.00	75.47	287.03	(211.56)
25315010 Deferred retirement	0.00	0.00	395.90	(395.90)
25315061 Liability Insurance	0.00	66.03	237.54	(171.51)
25315600 Recycling grant expenditures	10.76	21.52	236.00	(214.48)
TOTAL EXPENDITURES	<u>520.83</u>	<u>1,898.09</u>	<u>7,759.85</u>	<u>(5,861.76)</u>
 REVENUES OVER (UNDER) EXPENDITURES	 <u>\$ (520.83)</u>	 <u>\$ (1,898.09)</u>	 <u>\$ (2,759.85)</u>	 <u>\$ 861.76</u>

City of Ferndale
INCOME STATEMENT
FUND 30 - SEWER FUND

	1 Month Ended September 30, 2020 Actual	3 Months Ended September 30, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
30514274 Sewer service charge	\$ 0.00	\$ 0.00	\$ 721,000.00	\$ (721,000.00)
30514275 Sewer connection fees	0.00	0.00	15,000.00	(15,000.00)
30514303 Septic discharge	9,958.00	26,285.25	75,600.00	(49,314.75)
30514325 State Water Board Grant	20,964.00	39,967.00	150,000.00	(110,033.00)
Total Revenue	<u>30,922.00</u>	<u>66,252.25</u>	<u>961,600.00</u>	<u>(895,347.75)</u>
EXPENSES				
30515002 Salary - permanent	16,897.73	57,709.21	213,719.14	(156,009.93)
30515005 Salary - overtime	708.98	2,707.37	8,574.80	(5,867.43)
30515006 SSI tax	1,374.70	4,793.16	18,460.37	(13,667.21)
30515007 Medical insurance	3,651.85	10,955.55	46,472.12	(35,516.57)
30515009 Workers comp. insurance	0.00	3,560.95	17,893.05	(14,332.10)
30515010 Deferred retirement	0.00	0.00	17,003.35	(17,003.35)
30515012 Office expense	0.00	30.16	1,725.00	(1,694.84)
30515014 Vehicle expense	93.90	93.90	750.00	(656.10)
30515016 Fuel	195.96	484.03	3,000.00	(2,515.97)
30515024 Special department supply	0.00	419.08	1,000.00	(580.92)
30515030 Trash service	288.02	864.06	5,350.00	(4,485.94)
30515032 Utilities	7,034.81	20,519.97	74,400.00	(53,880.03)
30515033 Water	76.81	224.98	1,920.00	(1,695.02)
30515034 Telephone/internet	510.85	1,537.19	6,000.00	(4,462.81)
30515044 Meetings and dues	0.00	643.00	650.00	(7.00)
30515048 Training	0.00	125.00	850.00	(725.00)
30515050 IT Support	25.00	25.00	2,000.00	(1,975.00)
30515055 Contractual services	600.00	1,835.00	6,600.00	(4,765.00)
30515061 Liability Insurance	0.00	3,115.58	10,670.12	(7,554.54)
30515063 Building and Property Insurance	0.00	0.00	2,600.00	(2,600.00)
30515092 Permits	0.00	0.00	13,500.00	(13,500.00)
30515121 Sewer plant maintenance	1,159.50	3,133.49	68,000.00	(64,866.51)
30515122 Sewer line maintenance	837.83	13,146.58	15,000.00	(1,853.42)
30515130 Ultra Violet Lights	3,000.00	19,186.89	45,000.00	(25,813.11)
30515157 Testing and monitoring	265.00	2,435.00	12,000.00	(9,565.00)
30515160 Postage & Shipping	0.00	0.00	500.00	(500.00)
30515162 Insurance	0.00	5,000.00	0.00	5,000.00
30515170 State Water Planning Grant Expenses	0.00	29,521.40	150,000.00	(120,478.60)
30515190 USDA loan	0.00	144,433.12	194,000.00	(49,566.88)
TOTAL EXPENSES	<u>36,720.94</u>	<u>326,499.67</u>	<u>937,637.95</u>	<u>(611,138.28)</u>
NET INCOME (LOSS)	<u>\$ (5,798.94)</u>	<u>\$ (260,247.42)</u>	<u>\$ 23,962.05</u>	<u>\$ (284,209.47)</u>

City of Ferndale
Cash Balances

As of September 30, 2020

Cash Balances

Current Assets	
General Fund	\$ 518,978.41
Restricted Cash	15,150.00
Gas Tax	15,544.29
RSTF	72,463.06
TDA	273,317.25
IWM	54,385.67
Drainage	4,272.04
Sewer	<u>339,770.88</u>
Total	\$ <u>1,293,881.60</u>
Checking	\$ 641,602.01
LAIF	652,129.59
Petty cash	<u>150.00</u>
Total	\$ <u>1,293,881.60</u>

City of Ferndale
Balance Sheet
Fund 10 - General Fund
As of August 31, 2020

Assets

Current Assets	
Cash	\$ 391,784.11
Restricted Cash	15,150.00
Accounts Receivable	<u>181,589.57</u>
Total Current Assets	<u>588,523.68</u>
Total Assets	<u><u>\$ 588,523.68</u></u>

Liabilities and Fund Balance

Current Liabilities	
Accounts Payable	\$ 38,340.56
Accrued Liabilities	660.78
Other Current Liabilities	<u>204.48</u>
Total Current Liabilities	<u>39,205.82</u>
Total Liabilities	<u>39,205.82</u>
Fund Balance	
Retained Earnings	<u>549,317.86</u>
Total Fund Balance	<u>549,317.86</u>
Total Liabilities and Fund Balance	<u><u>\$ 588,523.68</u></u>

City of Ferndale
Balance Sheet
Fund 22-Gas Tax
As of August 31, 2020

Assets

Current Assets	
Cash	\$ <u>16,138.55</u>
Total Current Assets	<u>16,138.55</u>
Total Assets	<u>\$ 16,138.55</u>

Liabilities and Fund Balance

Current Liabilities		<u> </u>
Total Current Liabilities	\$	<u>0.00</u>
Total Liabilities		<u>0.00</u>
Fund Balance		
Retained Earnings		<u>16,138.55</u>
Total Fund Balance		<u>16,138.55</u>
Total Liabilities and Fund Balance	\$	<u>16,138.55</u>

City of Ferndale
Balance Sheet
Fund 23 - RSTP Fund
As of August 31, 2020

Assets

Current Assets		
Cash	\$	73,059.68
Total Current Assets		73,059.68
Total Assets	\$	73,059.68

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		73,059.68
Total Fund Balance		73,059.68
Total Liabilities and Fund Balance	\$	73,059.68

City of Ferndale
Balance Sheet
Fund 24 - Transportation Development Act
As of August 31, 2020

Assets

Current Assets	
Cash	\$ <u>276,285.25</u>
Total Current Assets	<u>276,285.25</u>
Total Non Current Assets	<u> </u>
Total Assets	<u><u>\$ 276,285.25</u></u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
 Fund Balance	
Retained Earnings	<u>276,285.25</u>
Total Fund Balance	<u>276,285.25</u>
Total Liabilities and Fund Balance	<u><u>\$ 276,285.25</u></u>

City of Ferndale
Balance Sheet
Fund 26 - Drainage Fund
As of August 31, 2020

Assets

Current Assets	
Cash	\$ <u>7,288.25</u>
Total Current Assets	<u>7,288.25</u>
Total Assets	<u>\$ 7,288.25</u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
Total Liabilities	<u>0.00</u>
Fund Balance	
Retained Earnings	<u>7,288.25</u>
Total Fund Balance	<u>7,288.25</u>
Total Liabilities and Fund Balance	<u>\$ 7,288.25</u>

City of Ferndale
Balance Sheet
Fund 25 - Integrated Waste Mgt
As of August 31, 2020

Assets

Current Assets		
Cash	\$	54,906.50
Total Current Assets		54,906.50
Total Assets	\$	54,906.50

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		54,906.50
Total Fund Balance		54,906.50
Total Liabilities and Fund Balance	\$	54,906.50

City of Ferndale
Balance Sheet
Fund -30 - Sewer
As of August 31, 2020

Assets

Current Assets	
Cash	\$ 382,226.21
Accounts Receivable	<u>10,446.00</u>
Total Current Assets	<u>392,672.21</u>
Property and Equipment	
Vehicles	42,332.05
Equipment	87,061.27
Sewer system	13,459,674.06
Less Accumulated Depreciation	<u>(3,216,775.78)</u>
Net Property and Equipment	<u>10,372,291.60</u>
Total Assets	<u><u>\$ 10,764,963.81</u></u>

Liabilities and Fund Balance

Current Liabilities	
Interest Payable	\$ <u>42,027.60</u>
Total Current Liabilities	<u>42,027.60</u>
Long-Term Liabilities	
Notes Payable USDA	<u>4,247,000.00</u>
Total Long-Term Liabilities	<u>4,247,000.00</u>
Total Liabilities	<u>4,289,027.60</u>
Fund Balance	
Other Equity	6,649,092.60
Retained Earnings	<u>(173,156.39)</u>
Total Fund Balance	<u>6,475,936.21</u>
Total Liabilities and Fund Balance	<u><u>\$ 10,764,963.81</u></u>

City of Ferndale
Balance Sheet
GASB 34 ASSETS AND LIABILITIES
As of August 31, 2020

Assets

Property and Equipment	
Buildings and improvements	479,444.72
Vehicles	173,365.86
Equipment	190,460.12
Roadways	10,782,034.50
Sidewalks	173,300.00
Streetlights	31,684.18
Land	131,000.00
Less Accumulated Depreciation	<u>(9,426,667.96)</u>
Net Property and Equipment	<u>2,534,621.42</u>
Total Assets	<u>\$ 2,534,621.42</u>

Liabilities and Fund Balance

Long-Term Liabilities	
Accrued Vacation/Sick pay	52,946.94
Notes payable-current	27,992.79
Capital leases payable	<u>27,632.67</u>
Total Long-Term Liabilities	<u>108,572.40</u>
Fund Balance	
Other Equity	2,421,746.06
Retained Earnings	<u>4,302.96</u>
Total Fund Balance	<u>2,426,049.02</u>
Total Liabilities and Fund Balance	<u>\$ 2,534,621.42</u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
REVENUES				
Revenues - Taxes				
10014102 Property tax-secured	\$ 0.00	\$ 0.00	\$ 147,290.00	\$ (147,290.00)
10014104 Property tax-unsecured	0.00	0.00	5,665.00	(5,665.00)
10014106 Property tax-prior	0.00	0.00	2,060.00	(2,060.00)
10014107 Supplemental role	0.00	0.00	2,472.00	(2,472.00)
10014110 Sales and use tax	0.00	0.00	128,000.00	(128,000.00)
10014111 Trash franchise	0.00	0.00	5,600.00	(5,600.00)
10014112 PG&E franchise	0.00	0.00	11,000.00	(11,000.00)
10014114 Cable franchise	0.00	0.00	24,000.00	(24,000.00)
10014116 Business license tax	1,295.00	9,745.00	10,800.00	(1,055.00)
10014118 Real Property Transfer tax	0.00	0.00	3,000.00	(3,000.00)
10014120 Transient lodging tax	0.00	14,531.72	104,987.36	(90,455.64)
10014121 TOT Humboldt Lodging Authority	0.00	2,068.86	20,981.74	(18,912.88)
Total Revenue - Taxes	\$ 1,295.00	\$ 26,345.58	\$ 465,856.10	\$ (439,510.52)
Revenues - Licenses and Permits				
10024132 Construction permits	\$ 11,690.65	\$ 12,725.36	\$ 40,800.00	\$ (28,074.64)
10024164 Health protection	0.00	0.00	2,800.00	(2,800.00)
10024166 Encroachment permits	0.00	0.00	350.00	(350.00)
10024278 Animal license fees	90.00	415.00	1,400.00	(985.00)
Total Revenue - Licenses and Permits	\$ 11,780.65	\$ 13,140.36	\$ 45,350.00	\$ (32,209.64)
Revenues - Use of Money and Property				
10044182 Interest	\$ 0.00	\$ 0.00	\$ 16,650.00	\$ (16,650.00)
10044297 Town Hall Rent	0.00	0.00	1,500.00	(1,500.00)
10044297.1 Community Center rents	50.00	100.00	600.00	(500.00)
Total Revenue -Use of Money and Property	\$ 50.00	\$ 100.00	\$ 18,750.00	\$ (18,650.00)
Revenues - Fines				
10034283 Court fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Total Revenue - Fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Revenues - Intergovernmental				
10054204 Motor vehicle in-lieu tax	\$ 0.00	\$ 0.00	\$ 133,000.00	\$ (133,000.00)
10054222 Home owners prop. tax relief	0.00	0.00	1,200.00	(1,200.00)
10054286 Street sweeping	0.00	9,367.68	18,000.00	(8,632.32)
10054289 RMRA	0.00	1,916.39	25,894.00	(23,977.61)
10054300 Public safety 1/2 cent	0.00	0.00	2,000.00	(2,000.00)
10054310 COPs Program	0.00	0.00	145,000.00	(145,000.00)
10054330 COVID-19 Relief Funds	8,333.00	16,666.00	0.00	16,666.00
Total Revenue - Intergovernmental	\$ 8,333.00	\$ 27,950.07	\$ 325,094.00	\$ (297,143.93)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 <u>Actual</u>	2 Months Ended August 31, 2020 <u>Actual</u>	FY 2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues - Fees for Service				
10084271 Parking fees	\$ 0.00	\$ 24.38	\$ 100.00	\$ (75.62)
10084287.2 Developer reimbursed fees	0.00	0.00	10,000.00	(10,000.00)
10084287.3 Reimbursed Fees Planning	0.00	0.00	20,000.00	(20,000.00)
10084291 Special police services	1,820.00	1,820.00	2,000.00	(180.00)
10084298 Fair racing revenue	<u>74.67</u>	<u>268.00</u>	<u>1,200.00</u>	<u>(932.00)</u>
Total Revenue - Fees for Service	\$ 1,894.67	\$ 2,112.38	\$ 33,300.00	\$ (31,187.62)
Revenues - Other Revenue				
10094284 Donations - Library	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10094307 Miscellaneous	300.02	14,229.93	3,600.00	10,629.93
10094311 Utilities - Little League park	<u>0.00</u>	<u>200.00</u>	<u>200.00</u>	<u>0.00</u>
Total Revenue - Other Revenue	\$ 300.02	\$ 14,429.93	\$ 3,900.00	\$ 10,529.93
TOTAL REVENUES	\$ 23,653.34	\$ 84,078.32	\$ 893,750.10	\$ (809,671.78)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
EXPENDITURES				
Expenditures - City Council				
10115012 Office expense	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10115013 Advertising	1,833.60	2,519.35	600.00	1,919.35
10115044 Meetings and dues	0.00	0.00	1,200.00	(1,200.00)
10115045 LAFCO fees	<u>0.00</u>	<u>0.00</u>	<u>659.20</u>	<u>(659.20)</u>
Total Expenditures - City Council	<u>\$ 1,833.60</u>	<u>\$ 2,519.35</u>	<u>\$ 2,559.20</u>	<u>\$ (39.85)</u>
Expenditures City Manager				
10105002 Salary - permanent	\$ 2,512.46	\$ 15,797.95	\$ 32,661.92	\$ (16,863.97)
10105006 SSI tax	191.63	1,207.13	2,609.52	(1,402.39)
10105007 Medical insurance	662.24	1,324.48	8,310.85	(6,986.37)
10105009 Workers comp. insurance	0.00	498.10	1,894.39	(1,396.29)
10105010 Deferred retirement	0.00	0.00	2,612.95	(2,612.95)
10105061 Liability Insurance	<u>0.00</u>	<u>435.80</u>	<u>1,567.77</u>	<u>(1,131.97)</u>
Total expenditures -City Manager	<u>\$ 3,366.33</u>	<u>\$ 19,263.46</u>	<u>\$ 49,657.40</u>	<u>\$ (30,393.94)</u>
Expenditures - City Clerk				
10125002 Salary - permanent	\$ 5,952.40	\$ 15,345.00	\$ 74,768.18	\$ (59,423.18)
10125006 SSI tax	470.81	1,212.70	6,217.04	(5,004.34)
10125007 Medical insurance	1,057.58	2,253.62	12,446.18	(10,192.56)
10125009 Workers comp. insurance	0.00	1,197.26	4,336.56	(3,139.30)
10125010 Deferred retirement	0.00	0.00	5,980.72	(5,980.72)
10125012 Office expense	468.38	642.40	3,500.00	(2,857.60)
10125022 IT support	0.00	1,217.42	800.00	417.42
10125044 Meetings and dues	0.00	0.00	1,200.00	(1,200.00)
10125061 Liability Insurance	<u>0.00</u>	<u>1,047.52</u>	<u>3,588.87</u>	<u>(2,541.35)</u>
Total Expenditures -City Clerk	<u>\$ 7,949.17</u>	<u>\$ 22,915.92</u>	<u>\$ 112,837.55</u>	<u>\$ (89,921.63)</u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - City Attorney				
10145052 Professional services	\$ 1,977.50	\$ 4,984.00	\$ 20,000.00	\$ (15,016.00)
Total Expenditures - City Attorney	\$ 1,977.50	\$ 4,984.00	\$ 20,000.00	\$ (15,016.00)
Expenditures - Government Buildings				
10155002 Salary - permanent	\$ 270.20	\$ 509.52	\$ 2,995.36	\$ (2,485.84)
10155006 SSI tax	30.67	57.82	372.93	(315.11)
10155009 Workers comp. insurance	0.00	47.96	173.73	(125.77)
10155012 Office expense	35.53	35.53	1,800.00	(1,764.47)
10155020 Building and ground maint.	112.64	1,168.78	6,000.00	(4,831.22)
10155030 Trash service	35.16	70.32	450.00	(379.68)
10155031 Gas	183.15	408.42	4,000.00	(3,591.58)
10155032 Utilities	142.65	292.85	2,000.00	(1,707.15)
10155033 Water	44.00	83.87	4,050.00	(3,966.13)
10155034 Telephone/internet	391.81	784.86	4,800.00	(4,015.14)
10155061 Liability Insurance	0.00	41.97	143.78	(101.81)
10155063 Building and Property Insurance	0.00	0.00	3,400.00	(3,400.00)
Total Expenditures - Government Buildings	\$ 1,245.81	\$ 3,501.90	\$ 30,185.80	\$ (26,683.90)
Expenditures - Non departmental				
10165015 Property tax admin. fees	\$ 0.00	\$ 0.00	\$ 3,600.00	\$ (3,600.00)
10165054 Audit and accounting	0.00	0.00	19,875.00	(19,875.00)
10165054.1 Accounting services	0.00	575.00	10,700.00	(10,125.00)
10165055 Contractual services	0.00	0.00	720.00	(720.00)
10165078 Copy machine expense	361.61	748.78	4,680.00	(3,931.22)
10165099 Miscellaneous	(38.80)	0.00	1,800.00	(1,800.00)
10165200 Car allowance	400.00	800.00	4,800.00	(4,000.00)
Total Expenditures - Nondepartmental	\$ 722.81	\$ 2,123.78	\$ 46,175.00	\$ (44,051.22)
Expenditures - Community Promotion				
10175020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10175028 Public restroom	21.74	39.94	3,000.00	(2,960.06)
10175032 Utilities	28.84	51.14	300.00	(248.86)
10175033 Water	144.07	252.61	1,440.00	(1,187.39)
10175072 Chamber of commerce	0.00	8,819.25	35,277.02	(26,457.77)
10175072.1 Donation - Visitors & Conv.	0.00	0.00	1,500.00	(1,500.00)
10175072.2 Employee appreciation	0.00	0.00	100.00	(100.00)
10175072.3 TOT 2% HLA QTRLY	0.00	0.00	17,850.00	(17,850.00)
Total Expenditures - Community Promotion	\$ 194.65	\$ 9,162.94	\$ 59,567.02	\$ (50,404.08)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Police				
10215002 Salary - permanent	\$ 18,787.38	\$ 47,619.99	\$ 250,835.04	\$ (203,215.05)
10215004 Salary - reserve	1,204.70	2,046.95	2,086.80	(39.85)
10215005 Salary - overtime	788.39	1,225.85	7,000.00	(5,774.15)
10215006 SSI tax	1,625.00	3,942.92	21,691.08	(17,748.16)
10215007 Medical insurance	5,138.92	10,277.84	64,559.76	(54,281.92)
10215009 Workers comp. insurance	0.00	4,333.29	15,075.45	(10,742.16)
10215010 Deferred retirement	0.00	0.00	17,313.02	(17,313.02)
10215012 Office expense	81.00	601.07	2,400.00	(1,798.93)
10215014 Vehicle expense	976.35	1,066.85	8,000.00	(6,933.15)
10215016 Fuel	500.10	1,272.37	11,000.00	(9,727.63)
10215020 Building and ground maint.	49.00	806.16	10,000.00	(9,193.84)
10215022 IT support	0.00	638.00	1,200.00	(562.00)
10215024 Special department supply	43.39	128.39	0.00	128.39
10215026 Uniform expense	0.00	0.00	500.00	(500.00)
10215026.1 Uniform allowance	0.00	1,800.00	3,000.00	(1,200.00)
10215029 Water/sewer	54.87	102.29	1,400.00	(1,297.71)
10215032 Utilities	112.49	229.73	2,000.00	(1,770.27)
10215034 Telephone/internet	449.31	900.84	4,200.00	(3,299.16)
10215035 Dispatch service	2,000.00	4,000.00	23,400.00	(19,400.00)
10215044 Meetings and dues	0.00	200.00	600.00	(400.00)
10215048 Training	0.00	0.00	2,500.00	(2,500.00)
10215051 Physical exams	0.00	0.00	900.00	(900.00)
10215052 Professional services	66.00	66.00	800.00	(734.00)
10215061 Liability Insurance	0.00	3,791.34	12,476.26	(8,684.92)
10215063 Building and Property Insurance	0.00	0.00	1,100.00	(1,100.00)
10215078 Copy machine expense	106.46	212.92	1,300.00	(1,087.08)
10215088 Equipment repair other	43.40	43.40	350.00	(306.60)
10215098 Background expense	0.00	0.00	800.00	(800.00)
10215201 Lexipol services	0.00	2,427.00	2,300.00	127.00
Total Expenditures - Police	\$ 32,026.76	\$ 87,733.20	\$ 468,787.41	\$ (381,054.21)
Expenditures - Animal Control				
10225096 Animal control	\$ 450.00	\$ 900.00	\$ 5,400.00	\$ (4,500.00)
Total Expenditures - Animal Control	\$ 450.00	\$ 900.00	\$ 5,400.00	\$ (4,500.00)
Expenditures - Health				
10245052 Professional services	\$ 775.25	\$ 975.25	\$ 2,400.00	\$ (1,424.75)
Total Expenditures - Health	\$ 775.25	\$ 975.25	\$ 2,400.00	\$ (1,424.75)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Streets and Roads				
10315002 Salary - permanent	\$ 1,442.88	\$ 3,679.34	\$ 18,757.44	\$ (15,078.10)
10315005 Salary - overtime	22.20	184.50	0.00	184.50
10315006 SSI tax	108.57	286.89	1,569.34	(1,282.45)
10315007 Medical insurance	403.00	806.00	5,057.28	(4,251.28)
10315009 Workers comp. insurance	0.00	278.18	5,087.93	(4,809.75)
10315010 Deferred retirement	0.00	0.00	1,500.60	(1,500.60)
10315011 Bldg/property insurance	0.00	0.00	450.00	(450.00)
10315014 Vehicle expense	1,358.76	2,309.21	11,406.00	(9,096.79)
10315020 Building and ground maint.	41.09	61.85	4,000.00	(3,938.15)
10315021 Street maintenance	272.44	272.44	8,000.00	(7,727.56)
10315024 Special department supply	91.50	91.50	1,000.00	(908.50)
10315026.1 Uniform allowance	0.00	0.00	300.00	(300.00)
10315034 Telephone/internet	78.28	156.70	930.00	(773.30)
10315055 Contractual services	556.18	556.18	550.00	6.18
10315061 Liability Insurance	0.00	243.39	900.36	(656.97)
10315088 Equipment repair other	0.00	0.00	1,400.00	(1,400.00)
Total Expenditures - Streets and Roads	\$ 4,374.90	\$ 8,926.18	\$ 60,908.95	\$ (51,982.77)
Expenditures - Planning				
10415052 Professional services	\$ 2,557.00	\$ 3,271.00	\$ 26,400.00	\$ (23,129.00)
10415053 Reimbursable Fees	231.50	730.50	10,000.00	(9,269.50)
10415055 Contractual services	0.00	0.00	14,500.00	(14,500.00)
10415059 Special Planning Projects	0.00	308.00	20,000.00	(19,692.00)
Total Expenditures - Planning	\$ 2,788.50	\$ 4,309.50	\$ 70,900.00	\$ (66,590.50)
Expenditures - City engineer				
10425052 Professional services	\$ 2,893.50	\$ 5,216.75	\$ 60,000.00	\$ (54,783.25)
Total Expenditures - City engineer	\$ 0.00	\$ 5,216.75	\$ 60,000.00	\$ (54,783.25)
Expenditures - Building Regulation				
10435052 Professional services	\$ 3,876.43	\$ 4,728.94	\$ 32,400.00	\$ (27,671.06)
Total Expenditures - Building Regulation	\$ 3,876.43	\$ 4,728.94	\$ 32,400.00	\$ (27,671.06)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Library				
10615002 Salary - permanent	\$ 240.00	\$ 360.00	\$ 5,000.00	\$ (4,640.00)
10615006 SSI tax	27.24	40.86	622.50	(581.64)
10615009 Workers comp. insurance	0.00	80.06	290.00	(209.94)
10615020 Building and ground maint.	0.00	598.66	250.00	348.66
10615024 Special department supply	0.00	96.00	2,000.00	(1,904.00)
10615031 Gas	0.00	170.10	2,520.00	(2,349.90)
10615032 Utilities	93.58	186.17	1,800.00	(1,613.83)
10615033 Water	41.38	75.30	420.00	(344.70)
10615034 Telephone/internet	139.33	278.90	1,680.00	(1,401.10)
10615061 Liability Insurance	0.00	70.05	240.00	(169.95)
10615063 Building and Property Insurance	0.00	0.00	1,400.00	(1,400.00)
10615078 Copy machine expense	0.00	0.00	50.00	(50.00)
Total Expenditures - Library	<u>\$ 541.53</u>	<u>\$ 1,956.10</u>	<u>\$ 16,272.50</u>	<u>\$ (14,316.40)</u>
Expenditures - Parks				
10625002 Salary - permanent	\$ 494.62	\$ 848.72	\$ 6,401.50	\$ (5,552.78)
10625006 SSI tax	47.90	74.94	676.24	(601.30)
10625007 Medical insurance	60.36	120.72	757.57	(636.85)
10625009 Workers comp. insurance	0.00	99.53	771.29	(671.76)
10625010 Deferred retirement	0.00	0.00	229.24	(229.24)
10625020 Building and ground maint.	159.60	3,209.25	4,000.00	(790.75)
10625024 Special department supply	91.49	108.80	300.00	(191.20)
10625032 Utilities	32.08	64.07	600.00	(535.93)
10625033 Water	155.05	302.67	1,650.00	(1,347.33)
10625061 Liability Insurance	0.00	87.09	307.28	(220.19)
10625065 Russ Park expenditures	1,175.64	1,197.98	300.00	897.98
Total Expenditures - Parks	<u>\$ 2,216.74</u>	<u>\$ 6,113.77</u>	<u>\$ 15,993.12</u>	<u>\$ (9,879.35)</u>
Expenditures -Community Center				
10635020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
10635063 Building and Property Insurance	0.00	0.00	3,000.00	(3,000.00)
Total Expenditures -Community center	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 4,500.00</u>	<u>\$ (4,500.00)</u>
TOTAL EXPENDITURES	<u>\$ 64,339.98</u>	<u>\$ 185,331.04</u>	<u>\$ 1,058,543.95</u>	<u>\$ (873,212.91)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (40,686.64)</u>	<u>\$ (101,252.72)</u>	<u>\$ (164,793.85)</u>	<u>\$ 63,541.13</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 22 - GAS TAX

	1 Month Ended August 31, 2020 <u>Actual</u>	2 Months Ended August 31, 2020 <u>Actual</u>	FY2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues				
22314210.1 Gas tax (2105)	\$ 570.93	\$ 1,143.19	\$ 7,880.00	\$ (6,736.81)
22314210.2 Gas tax (2106)	799.93	1,599.50	9,936.00	(8,336.50)
22314210.3 Gas tax (2107)	792.11	1,577.13	9,408.00	(7,830.87)
22314210.4 Gas tax (2107.5)	0.00	1,000.00	1,000.00	0.00
22314210.5 Gas Tax (2103)	<u>1,181.80</u>	<u>2,048.60</u>	<u>12,154.00</u>	<u>(10,105.40)</u>
Total Revenue	<u>3,344.77</u>	<u>7,368.42</u>	<u>40,378.00</u>	<u>(33,009.58)</u>
EXPENDITURES				
22315002 Salary - permanent	1,707.02	4,335.24	20,676.82	(16,341.58)
22315005 Salary - overtime	23.32	194.90	0.00	194.90
22315006 SSI tax	132.43	346.72	1,774.10	(1,427.38)
22315007 Medical insurance	441.23	882.46	5,599.67	(4,717.21)
22315009 Workers comp. insurance	0.00	312.69	4,543.17	(4,230.48)
22315010 Deferred retirement	0.00	0.00	1,654.13	(1,654.13)
22315057 Street signs	0.00	0.00	500.00	(500.00)
22315058 Street lighting	1,088.22	2,176.02	13,200.00	(11,023.98)
22315061 Liability Insurance	<u>0.00</u>	<u>273.59</u>	<u>1,028.84</u>	<u>(755.25)</u>
TOTAL EXPENDITURES	<u>3,392.22</u>	<u>8,521.62</u>	<u>48,976.73</u>	<u>(40,455.11)</u>
 REVENUES OVER (UNDER) EXPENDITURES	 <u>\$ (47.45)</u>	 <u>\$ (1,153.20)</u>	 <u>\$ (8,598.73)</u>	 <u>\$ 7,445.53</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 23 - RSTP

	1 Month Ended August 31, 2020 <u>Actual</u>	2 Months Ended August 31, 2020 <u>Actual</u>	FY2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues				
23314211 RSTP Revenue	\$ 0.00	\$ 0.00	\$ 9,500.00	\$ (9,500.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>9,500.00</u>	<u>(9,500.00)</u>
EXPENDITURES				
23315002 Salary - permanent	449.78	1,161.02	5,803.51	(4,642.49)
23315006 SSI tax	34.55	89.12	477.56	(388.44)
23315007 Medical insurance	111.12	222.24	1,430.47	(1,208.23)
23315009 Workers comp. insurance	0.00	88.10	936.60	(848.50)
23315010 Deferred retirement	0.00	0.00	464.27	(464.27)
23315061 Liability Insurance	<u>0.00</u>	<u>77.08</u>	<u>278.57</u>	<u>(201.49)</u>
TOTAL EXPENDITURES	<u>595.45</u>	<u>1,637.56</u>	<u>9,390.98</u>	<u>(7,753.42)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (595.45)</u>	<u>\$ (1,637.56)</u>	<u>\$ 109.02</u>	<u>\$ (1,746.58)</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 24 - TRANSPORTATION DEVELOPMENT ACT

	1 Month Ended August 31, 2020 <u>Actual</u>	2 Months Ended August 31, 2020 <u>Actual</u>	FY2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues				
24314231 Transportation devel. act	\$ 0.00	\$ 0.00	\$ 44,641.57	\$ (44,641.57)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>44,641.57</u>	<u>(44,641.57)</u>
EXPENDITURES				
24315002 Salary - permanent	1,517.56	3,866.29	21,242.76	(17,376.47)
24315005 Salary - overtime	13.32	114.14	0.00	114.14
24315006 SSI tax	117.54	305.54	1,704.90	(1,399.36)
24315007 Medical insurance	406.40	812.80	5,180.52	(4,367.72)
24315009 Workers comp. insurance	0.00	316.68	4,488.16	(4,171.48)
24315010 Deferred retirement	0.00	0.00	1,699.39	(1,699.39)
24315014 Vehicle expense	0.00	0.00	250.00	(250.00)
24315016 Fuel	330.25	840.24	7,300.00	(6,459.76)
24315020 Building and ground maint.	0.00	0.00	2,000.00	(2,000.00)
24315021 Street maintenance	0.00	0.00	750.00	(750.00)
24315024 Special department supply	0.00	419.08	800.00	(380.92)
24315032 Utilities	173.12	345.21	2,600.00	(2,254.79)
24315033 Water	46.01	84.14	500.00	(415.86)
24315034 Telephone/internet	78.29	156.71	940.00	(783.29)
24315061 Liability Insurance	0.00	277.07	983.31	(706.24)
24315088 Equipment repair other	0.00	0.00	550.00	(550.00)
TOTAL EXPENDITURES	<u>2,682.49</u>	<u>7,537.90</u>	<u>50,989.04</u>	<u>(43,451.14)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (2,682.49)</u>	<u>\$ (7,537.90)</u>	<u>\$ (6,347.47)</u>	<u>\$ (1,190.43)</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 26 - DRAINAGE FUND

	1 Month Ended August 31, 2020 <u>Actual</u>	2 Months Ended August 31, 2020 <u>Actual</u>	FY2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues				
26314230 Drainage fund	\$ 0.00	\$ 0.00	\$ 4,500.00	\$ (4,500.00)
26314240 Drainage district fees	<u>0.00</u>	<u>0.00</u>	<u>19,570.00</u>	<u>(19,570.00)</u>
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>24,070.00</u>	<u>(24,070.00)</u>
EXPENDITURES				
26315002 Salary - permanent	1,380.30	3,517.34	17,943.96	(14,426.62)
26315005 Salary - overtime	18.88	158.00	0.00	158.00
26315006 SSI tax	107.16	281.47	1,497.03	(1,215.56)
26315007 Medical insurance	373.17	746.34	4,718.72	(3,972.38)
26315009 Workers comp. insurance	0.00	267.73	4,440.75	(4,173.02)
26315010 Deferred retirement	0.00	0.00	1,435.51	(1,435.51)
26315019 Creek maintenance	0.00	0.00	1,500.00	(1,500.00)
26315023 Drain project	0.00	0.00	200.00	(200.00)
26315024 Special department supply	134.89	134.89	750.00	(615.11)
26315061 Liability Insurance	0.00	234.24	861.31	(627.07)
26315194 Interest expense	<u>1,129.58</u>	<u>2,259.16</u>	<u>13,555.00</u>	<u>(11,295.84)</u>
TOTAL EXPENDITURES	<u>3,143.98</u>	<u>7,599.17</u>	<u>46,902.28</u>	<u>(39,303.11)</u>
 REVENUES OVER (UNDER) EXPENDITURES	 <u>\$ (3,143.98)</u>	 <u>\$ (7,599.17)</u>	 <u>\$ (22,832.28)</u>	 <u>\$ 15,233.11</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 25 - INTEGRATED WASTE MANAGEMENT

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
25314600 Recycling grant	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ (5,000.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>(5,000.00)</u>
EXPENDITURES				
25315002 Salary - permanent	380.68	951.70	4,948.78	(3,997.08)
25315006 SSI tax	29.04	72.60	395.38	(322.78)
25315007 Medical insurance	100.35	200.70	1,259.22	(1,058.52)
25315009 Workers comp. insurance	0.00	75.47	287.03	(211.56)
25315010 Deferred retirement	0.00	0.00	395.90	(395.90)
25315061 Liability Insurance	0.00	66.03	237.54	(171.51)
25315600 Recycling grant expenditures	10.76	10.76	236.00	(225.24)
TOTAL EXPENDITURES	<u>520.83</u>	<u>1,377.26</u>	<u>7,759.85</u>	<u>(6,382.59)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (520.83)</u>	<u>\$ (1,377.26)</u>	<u>\$ (2,759.85)</u>	<u>\$ 1,382.59</u>

City of Ferndale
INCOME STATEMENT
FUND 30 - SEWER FUND

	1 Month Ended August 31, 2020 Actual	2 Months Ended August 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
30514274 Sewer service charge	\$ 0.00	\$ 0.00	\$ 721,000.00	\$ (721,000.00)
30514275 Sewer connection fees	0.00	0.00	15,000.00	(15,000.00)
30514303 Septic discharge	8,360.25	16,327.25	75,600.00	(59,272.75)
30514325 State Water Board Grant	<u>8,557.00</u>	<u>19,003.00</u>	<u>150,000.00</u>	<u>(130,997.00)</u>
Total Revenue	<u>16,917.25</u>	<u>35,330.25</u>	<u>961,600.00</u>	<u>(926,269.75)</u>
EXPENSES				
30515002 Salary - permanent	17,225.94	41,305.74	213,719.14	(172,413.40)
30515005 Salary - overtime	687.36	1,998.39	8,574.80	(6,576.41)
30515006 SSI tax	1,420.31	3,418.46	18,460.37	(15,041.91)
30515007 Medical insurance	3,651.85	7,303.70	46,472.12	(39,168.42)
30515009 Workers comp. insurance	0.00	3,560.95	17,893.05	(14,332.10)
30515010 Deferred retirement	0.00	0.00	17,003.35	(17,003.35)
30515012 Office expense	0.00	30.16	1,725.00	(1,694.84)
30515014 Vehicle expense	0.00	0.00	750.00	(750.00)
30515016 Fuel	113.23	288.07	3,000.00	(2,711.93)
30515024 Special department supply	0.00	419.08	1,000.00	(580.92)
30515030 Trash service	288.02	576.04	5,350.00	(4,773.96)
30515032 Utilities	6,674.70	13,485.16	74,400.00	(60,914.84)
30515033 Water	77.79	148.17	1,920.00	(1,771.83)
30515034 Telephone/internet	513.28	1,026.34	6,000.00	(4,973.66)
30515044 Meetings and dues	643.00	643.00	650.00	(7.00)
30515048 Training	0.00	125.00	850.00	(725.00)
30515050 IT Support	0.00	0.00	2,000.00	(2,000.00)
30515055 Contractual services	600.00	1,235.00	6,600.00	(5,365.00)
30515061 Liability Insurance	0.00	3,115.58	10,670.12	(7,554.54)
30515063 Building and Property Insurance	0.00	0.00	2,600.00	(2,600.00)
30515092 Permits	0.00	0.00	13,500.00	(13,500.00)
30515121 Sewer plant maintenance	828.68	1,973.99	68,000.00	(66,026.01)
30515122 Sewer line maintenance	12,308.75	12,308.75	15,000.00	(2,691.25)
30515130 Ultra Violet Lights	0.00	0.00	45,000.00	(45,000.00)
30515157 Testing and monitoring	735.00	2,170.00	12,000.00	(9,830.00)
30515160 Postage & Shipping	0.00	0.00	500.00	(500.00)
30515162 Insurance	5,000.00	5,000.00	0.00	5,000.00
30515170 State Water Planning Grant Expenses	0.00	8,557.64	150,000.00	(141,442.36)
30515190 USDA loan	<u>144,433.12</u>	<u>144,433.12</u>	<u>194,000.00</u>	<u>(49,566.88)</u>
TOTAL EXPENSES	<u>195,201.03</u>	<u>253,122.34</u>	<u>937,637.95</u>	<u>(684,515.61)</u>
NET INCOME (LOSS)	<u>\$ (178,283.78)</u>	<u>\$ (217,792.09)</u>	<u>\$ 23,962.05</u>	<u>\$ (241,754.14)</u>

City of Ferndale
Cash Balances

As of August 31, 2020

Cash Balances

Current Assets	
General Fund	\$ 391,784.11
Restricted Cash	15,150.00
Gas Tax	16,138.55
RSTF	73,059.68
TDA	276,285.25
IWM	54,906.50
Drainage	7,288.25
Sewer	<u>382,226.21</u>
Total	<u>\$ 1,216,838.55</u>
Checking	\$ 564,558.96
LAIF	652,129.59
Petty cash	<u>150.00</u>
Total	<u>\$ 1,216,838.55</u>

City of Ferndale
Balance Sheet
Fund 10 - General Fund
As of July 31, 2020

Assets

Current Assets	
Cash	\$ 381,088.50
Restricted Cash	15,150.00
Accounts Receivable	<u>257,300.60</u>
Total Current Assets	<u>653,539.10</u>
Total Assets	<u><u>\$ 653,539.10</u></u>

Liabilities and Fund Balance

Current Liabilities	
Accounts Payable	\$ 60,149.41
Accrued Liabilities	419.48
Other Current Liabilities	<u>72.21</u>
Total Current Liabilities	<u>60,641.10</u>
Total Liabilities	<u>60,641.10</u>
Fund Balance	
Retained Earnings	<u>592,898.00</u>
Total Fund Balance	<u>592,898.00</u>
Total Liabilities and Fund Balance	<u><u>\$ 653,539.10</u></u>

City of Ferndale
Balance Sheet
Fund 22-Gas Tax
As of July 31, 2020

Assets

Current Assets	
Cash	\$ <u>16,186.00</u>
Total Current Assets	<u>16,186.00</u>
Total Assets	<u>\$ 16,186.00</u>

Liabilities and Fund Balance

Current Liabilities		<u> </u>
Total Current Liabilities	\$ <u>0.00</u>	<u>0.00</u>
Total Liabilities	<u> </u>	<u> </u>
Fund Balance		<u> </u>
Retained Earnings	<u>16,186.00</u>	<u>16,186.00</u>
Total Fund Balance	<u>16,186.00</u>	<u>16,186.00</u>
Total Liabilities and Fund Balance	<u>\$ 16,186.00</u>	<u>16,186.00</u>

City of Ferndale
Balance Sheet
Fund 23 - RSTP Fund
As of July 31, 2020

Assets

Current Assets		
Cash	\$	73,655.13
Total Current Assets		73,655.13
Total Assets	\$	73,655.13

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		73,655.13
Total Fund Balance		73,655.13
Total Liabilities and Fund Balance	\$	73,655.13

City of Ferndale
Balance Sheet
Fund 24 - Transportation Development Act
As of July 31, 2020

Assets

Current Assets	
Cash	\$ <u>278,967.74</u>
Total Current Assets	<u>278,967.74</u>
Total Non Current Assets	<u> </u>
Total Assets	<u><u>\$ 278,967.74</u></u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
Fund Balance	
Retained Earnings	<u>278,967.74</u>
Total Fund Balance	<u>278,967.74</u>
Total Liabilities and Fund Balance	<u><u>\$ 278,967.74</u></u>

City of Ferndale
Balance Sheet
Fund 26 - Drainage Fund
As of July 31, 2020

Assets

Current Assets	
Cash	\$ <u>10,432.23</u>
Total Current Assets	<u>10,432.23</u>
Total Assets	<u>\$ 10,432.23</u>

Liabilities and Fund Balance

Current Liabilities	
Total Current Liabilities	\$ <u>0.00</u>
Total Liabilities	<u>0.00</u>
Fund Balance	
Retained Earnings	<u>10,432.23</u>
Total Fund Balance	<u>10,432.23</u>
Total Liabilities and Fund Balance	<u>\$ 10,432.23</u>

City of Ferndale
Balance Sheet
Fund 25 - Integrated Waste Mgt
As of July 31, 2020

Assets

Current Assets		
Cash	\$	55,427.33
Total Current Assets		55,427.33
Total Assets	\$	55,427.33

Liabilities and Fund Balance

Current Liabilities		
Total Current Liabilities	\$	0.00
Total Liabilities		0.00
Fund Balance		
Retained Earnings		55,427.33
Total Fund Balance		55,427.33
Total Liabilities and Fund Balance	\$	55,427.33

**City of Ferndale
Balance Sheet
Fund -30 - Sewer
As of July 31, 2020**

Assets

Current Assets	
Cash	\$ 560,509.99
Accounts Receivable	<u>10,446.00</u>
Total Current Assets	<u>570,955.99</u>
Property and Equipment	
Vehicles	42,332.05
Equipment	87,061.27
Sewer system	13,459,674.06
Less Accumulated Depreciation	<u>(3,216,775.78)</u>
Net Property and Equipment	<u>10,372,291.60</u>
Total Assets	<u><u>\$ 10,943,247.59</u></u>

Liabilities and Fund Balance

Current Liabilities	
Interest Payable	\$ <u>42,027.60</u>
Total Current Liabilities	<u>42,027.60</u>
Long-Term Liabilities	
Notes Payable USDA	<u>4,247,000.00</u>
Total Long-Term Liabilities	<u>4,247,000.00</u>
Total Liabilities	<u>4,289,027.60</u>
Fund Balance	
Other Equity	6,649,092.60
Retained Earnings	<u>5,127.39</u>
Total Fund Balance	<u>6,654,219.99</u>
Total Liabilities and Fund Balance	<u><u>\$ 10,943,247.59</u></u>

City of Ferndale
Balance Sheet
GASB 34 ASSETS AND LIABILITIES
As of July 31, 2020

Assets

Property and Equipment	
Buildings and improvements	479,444.72
Vehicles	173,365.86
Equipment	190,460.12
Roadways	10,782,034.50
Sidewalks	173,300.00
Streetlights	31,684.18
Land	131,000.00
Less Accumulated Depreciation	<u>(9,426,667.96)</u>
Net Property and Equipment	<u>2,534,621.42</u>
Total Assets	<u>\$ 2,534,621.42</u>

Liabilities and Fund Balance

Long-Term Liabilities	
Accrued Vacation/Sick pay	52,946.94
Notes payable-current	27,992.79
Capital leases payable	<u>27,632.67</u>
Total Long-Term Liabilities	<u>108,572.40</u>
Fund Balance	
Other Equity	2,421,746.06
Retained Earnings	<u>4,302.96</u>
Total Fund Balance	<u>2,426,049.02</u>
Total Liabilities and Fund Balance	<u>\$ 2,534,621.42</u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
REVENUES				
Revenues - Taxes				
10014102 Property tax-secured	\$ 0.00	\$ 0.00	\$ 147,290.00	\$ (147,290.00)
10014104 Property tax-unsecured	0.00	0.00	5,665.00	(5,665.00)
10014106 Property tax-prior	0.00	0.00	2,060.00	(2,060.00)
10014107 Supplemental role	0.00	0.00	2,472.00	(2,472.00)
10014110 Sales and use tax	0.00	0.00	128,000.00	(128,000.00)
10014111 Trash franchise	0.00	0.00	5,600.00	(5,600.00)
10014112 PG&E franchise	0.00	0.00	11,000.00	(11,000.00)
10014114 Cable franchise	0.00	0.00	24,000.00	(24,000.00)
10014116 Business license tax	8,450.00	8,450.00	10,800.00	(2,350.00)
10014118 Real Property Transfer tax	0.00	0.00	3,000.00	(3,000.00)
10014120 Transient lodging tax	14,531.72	14,531.72	104,987.36	(90,455.64)
10014121 TOT Humboldt Lodging Authority	2,068.86	2,068.86	20,981.74	(18,912.88)
Total Revenue - Taxes	\$ 25,050.58	\$ 25,050.58	\$ 465,856.10	\$ (440,805.52)
Revenues - Licenses and Permits				
10024132 Construction permits	\$ 1,034.71	\$ 1,034.71	\$ 40,800.00	\$ (39,765.29)
10024164 Health protection	0.00	0.00	2,800.00	(2,800.00)
10024166 Encroachment permits	0.00	0.00	350.00	(350.00)
10024278 Animal license fees	325.00	325.00	1,400.00	(1,075.00)
Total Revenue - Licenses and Permits	\$ 1,359.71	\$ 1,359.71	\$ 45,350.00	\$ (43,990.29)
Revenues - Use of Money and Property				
10044182 Interest	\$ 0.00	\$ 0.00	\$ 16,650.00	\$ (16,650.00)
10044297 Town Hall Rent	0.00	0.00	1,500.00	(1,500.00)
10044297.1 Community Center rents	50.00	50.00	600.00	(550.00)
Total Revenue -Use of Money and Property	\$ 50.00	\$ 50.00	\$ 18,750.00	\$ (18,700.00)
Revenues - Fines				
10034283 Court fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Total Revenue - Fines	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
Revenues - Intergovernmental				
10054204 Motor vehicle in-lieu tax	\$ 0.00	\$ 0.00	\$ 133,000.00	\$ (133,000.00)
10054222 Home owners prop. tax relief	0.00	0.00	1,200.00	(1,200.00)
10054286 Street sweeping	9,367.68	9,367.68	18,000.00	(8,632.32)
10054289 RMRA	1,916.39	1,916.39	25,894.00	(23,977.61)
10054300 Public safety 1/2 cent	0.00	0.00	2,000.00	(2,000.00)
10054310 COPs Program	0.00	0.00	145,000.00	(145,000.00)
10054330 COVID-19 Relief Funds	8,333.00	8,333.00	0.00	8,333.00
Total Revenue - Intergovernmental	\$ 19,617.07	\$ 19,617.07	\$ 325,094.00	\$ (305,476.93)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Revenues - Fees for Service				
10084271 Parking fees	\$ 24.38	\$ 24.38	\$ 100.00	\$ (75.62)
10084287.2 Developer reimbursed fees	0.00	0.00	10,000.00	(10,000.00)
10084287.3 Reimbursed Fees Planning	0.00	0.00	20,000.00	(20,000.00)
10084291 Special police services	0.00	0.00	2,000.00	(2,000.00)
10084298 Fair racing revenue	193.33	193.33	1,200.00	(1,006.67)
Total Revenue - Fees for Service	\$ 217.71	\$ 217.71	\$ 33,300.00	\$ (33,082.29)
Revenues - Other Revenue				
10094284 Donations - Library	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10094307 Miscellaneous	13,929.91	13,929.91	3,600.00	10,329.91
10094311 Utilities - Little League park	200.00	200.00	200.00	0.00
Total Revenue - Other Revenue	\$ 14,129.91	\$ 14,129.91	\$ 3,900.00	\$ 10,229.91
TOTAL REVENUES	\$ 60,424.98	\$ 60,424.98	\$ 893,750.10	\$ (833,325.12)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
EXPENDITURES				
Expenditures - City Council				
10115012 Office expense	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10115013 Advertising	685.75	685.75	600.00	85.75
10115044 Meetings and dues	0.00	0.00	1,200.00	(1,200.00)
10115045 LAFCO fees	<u>0.00</u>	<u>0.00</u>	<u>659.20</u>	<u>(659.20)</u>
Total Expenditures - City Council	<u>\$ 685.75</u>	<u>\$ 685.75</u>	<u>\$ 2,559.20</u>	<u>\$ (1,873.45)</u>
Expenditures City Manager				
10105002 Salary - permanent	\$ 13,285.49	\$ 13,285.49	\$ 32,661.92	\$ (19,376.43)
10105006 SSI tax	1,015.50	1,015.50	2,609.52	(1,594.02)
10105007 Medical insurance	662.24	662.24	8,310.85	(7,648.61)
10105009 Workers comp. insurance	498.10	498.10	1,894.39	(1,396.29)
10105010 Deferred retirement	0.00	0.00	2,612.95	(2,612.95)
10105061 Liability Insurance	<u>435.80</u>	<u>435.80</u>	<u>1,567.77</u>	<u>(1,131.97)</u>
Total expenditures -City Manager	<u>\$ 15,897.13</u>	<u>\$ 15,897.13</u>	<u>\$ 49,657.40</u>	<u>\$ (33,760.27)</u>
Expenditures - City Clerk				
10125002 Salary - permanent	\$ 9,392.60	\$ 9,392.60	\$ 74,768.18	\$ (65,375.58)
10125006 SSI tax	741.89	741.89	6,217.04	(5,475.15)
10125007 Medical insurance	1,196.04	1,196.04	12,446.18	(11,250.14)
10125009 Workers comp. insurance	1,197.26	1,197.26	4,336.56	(3,139.30)
10125010 Deferred retirement	0.00	0.00	5,980.72	(5,980.72)
10125012 Office expense	174.02	174.02	3,500.00	(3,325.98)
10125022 IT support	1,217.42	1,217.42	800.00	417.42
10125044 Meetings and dues	0.00	0.00	1,200.00	(1,200.00)
10125061 Liability Insurance	<u>1,047.52</u>	<u>1,047.52</u>	<u>3,588.87</u>	<u>(2,541.35)</u>
Total Expenditures -City Clerk	<u>\$ 14,966.75</u>	<u>\$ 14,966.75</u>	<u>\$ 112,837.55</u>	<u>\$ (97,870.80)</u>

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - City Attorney				
10145052 Professional services	\$ 3,006.50	\$ 3,006.50	\$ 20,000.00	\$ (16,993.50)
Total Expenditures - City Attorney	\$ 3,006.50	\$ 3,006.50	\$ 20,000.00	\$ (16,993.50)
Expenditures - Government Buildings				
10155002 Salary - permanent	\$ 239.32	\$ 239.32	\$ 2,995.36	\$ (2,756.04)
10155006 SSI tax	27.15	27.15	372.93	(345.78)
10155009 Workers comp. insurance	47.96	47.96	173.73	(125.77)
10155012 Office expense	0.00	0.00	1,800.00	(1,800.00)
10155020 Building and ground maint.	1,056.14	1,056.14	6,000.00	(4,943.86)
10155030 Trash service	35.16	35.16	450.00	(414.84)
10155031 Gas	225.27	225.27	4,000.00	(3,774.73)
10155032 Utilities	150.20	150.20	2,000.00	(1,849.80)
10155033 Water	39.87	39.87	4,050.00	(4,010.13)
10155034 Telephone/internet	393.05	393.05	4,800.00	(4,406.95)
10155061 Liability Insurance	41.97	41.97	143.78	(101.81)
10155063 Building and Property Insurance	0.00	0.00	3,400.00	(3,400.00)
Total Expenditures - Government Buildings	\$ 2,256.09	\$ 2,256.09	\$ 30,185.80	\$ (27,929.71)
Expenditures - Non departmental				
10165015 Property tax admin. fees	\$ 0.00	\$ 0.00	\$ 3,600.00	\$ (3,600.00)
10165054 Audit and accounting	0.00	0.00	19,875.00	(19,875.00)
10165054.1 Accounting services	575.00	575.00	10,700.00	(10,125.00)
10165055 Contractual services	0.00	0.00	720.00	(720.00)
10165078 Copy machine expense	387.17	387.17	4,680.00	(4,292.83)
10165099 Miscellaneous	38.80	38.80	1,800.00	(1,761.20)
10165200 Car allowance	400.00	400.00	4,800.00	(4,400.00)
Total Expenditures - Nondepartmental	\$ 1,400.97	\$ 1,400.97	\$ 46,175.00	\$ (44,774.03)
Expenditures - Community Promotion				
10175020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 100.00	\$ (100.00)
10175028 Public restroom	18.20	18.20	3,000.00	(2,981.80)
10175032 Utilities	22.30	22.30	300.00	(277.70)
10175033 Water	108.54	108.54	1,440.00	(1,331.46)
10175072 Chamber of commerce	8,819.25	8,819.25	35,277.02	(26,457.77)
10175072.1 Donation - Visitors & Conv.	0.00	0.00	1,500.00	(1,500.00)
10175072.2 Employee appreciation	0.00	0.00	100.00	(100.00)
10175072.3 TOT 2% HLA QTRLY	0.00	0.00	17,850.00	(17,850.00)
Total Expenditures - Community Promotion	\$ 8,968.29	\$ 8,968.29	\$ 59,567.02	\$ (50,598.73)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Police				
10215002 Salary - permanent	\$ 28,832.61	\$ 28,832.61	\$ 250,835.04	\$ (222,002.43)
10215004 Salary - reserve	842.25	842.25	2,086.80	(1,244.55)
10215005 Salary - overtime	437.46	437.46	7,000.00	(6,562.54)
10215006 SSI tax	2,317.92	2,317.92	21,691.08	(19,373.16)
10215007 Medical insurance	5,138.92	5,138.92	64,559.76	(59,420.84)
10215009 Workers comp. insurance	4,333.29	4,333.29	15,075.45	(10,742.16)
10215010 Deferred retirement	0.00	0.00	17,313.02	(17,313.02)
10215012 Office expense	520.07	520.07	2,400.00	(1,879.93)
10215014 Vehicle expense	90.50	90.50	8,000.00	(7,909.50)
10215016 Fuel	772.27	772.27	11,000.00	(10,227.73)
10215020 Building and ground maint.	757.16	757.16	10,000.00	(9,242.84)
10215022 IT support	638.00	638.00	1,200.00	(562.00)
10215024 Special department supply	85.00	85.00	0.00	85.00
10215026 Uniform expense	0.00	0.00	500.00	(500.00)
10215026.1 Uniform allowance	1,800.00	1,800.00	3,000.00	(1,200.00)
10215029 Water/sewer	47.42	47.42	1,400.00	(1,352.58)
10215032 Utilities	117.24	117.24	2,000.00	(1,882.76)
10215034 Telephone/internet	451.53	451.53	4,200.00	(3,748.47)
10215035 Dispatch service	2,000.00	2,000.00	23,400.00	(21,400.00)
10215044 Meetings and dues	200.00	200.00	600.00	(400.00)
10215048 Training	0.00	0.00	2,500.00	(2,500.00)
10215051 Physical exams	0.00	0.00	900.00	(900.00)
10215052 Professional services	0.00	0.00	800.00	(800.00)
10215061 Liability Insurance	3,791.34	3,791.34	12,476.26	(8,684.92)
10215063 Building and Property Insurance	0.00	0.00	1,100.00	(1,100.00)
10215078 Copy machine expense	106.46	106.46	1,300.00	(1,193.54)
10215088 Equipment repair other	0.00	0.00	350.00	(350.00)
10215098 Background expense	0.00	0.00	800.00	(800.00)
10215201 Lexipol services	2,427.00	2,427.00	2,300.00	127.00
Total Expenditures - Police	\$ 55,706.44	\$ 55,706.44	\$ 468,787.41	\$ (413,080.97)
Expenditures - Animal Control				
10225096 Animal control	\$ 450.00	\$ 450.00	\$ 5,400.00	\$ (4,950.00)
Total Expenditures - Animal Control	\$ 450.00	\$ 450.00	\$ 5,400.00	\$ (4,950.00)
Expenditures - Health				
10245052 Professional services	\$ 200.00	\$ 200.00	\$ 2,400.00	\$ (2,200.00)
Total Expenditures - Health	\$ 200.00	\$ 200.00	\$ 2,400.00	\$ (2,200.00)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Streets and Roads				
10315002 Salary - permanent	\$ 2,236.46	\$ 2,236.46	\$ 18,757.44	\$ (16,520.98)
10315005 Salary - overtime	162.30	162.30	0.00	162.30
10315006 SSI tax	178.32	178.32	1,569.34	(1,391.02)
10315007 Medical insurance	403.00	403.00	5,057.28	(4,654.28)
10315009 Workers comp. insurance	278.18	278.18	5,087.93	(4,809.75)
10315010 Deferred retirement	0.00	0.00	1,500.60	(1,500.60)
10315011 Bldg/property insurance	0.00	0.00	450.00	(450.00)
10315014 Vehicle expense	950.45	950.45	11,406.00	(10,455.55)
10315020 Building and ground maint.	20.76	20.76	4,000.00	(3,979.24)
10315021 Street maintenance	0.00	0.00	8,000.00	(8,000.00)
10315024 Special department supply	0.00	0.00	1,000.00	(1,000.00)
10315026.1 Uniform allowance	0.00	0.00	300.00	(300.00)
10315034 Telephone/internet	78.42	78.42	930.00	(851.58)
10315055 Contractual services	0.00	0.00	550.00	(550.00)
10315061 Liability Insurance	243.39	243.39	900.36	(656.97)
10315088 Equipment repair other	0.00	0.00	1,400.00	(1,400.00)
Total Expenditures - Streets and Roads	\$ 4,551.28	\$ 4,551.28	\$ 60,908.95	\$ (56,357.67)
Expenditures - Planning				
10415052 Professional services	\$ 714.00	\$ 714.00	\$ 26,400.00	\$ (25,686.00)
10415053 Reimbursable Fees	499.00	499.00	10,000.00	(9,501.00)
10415055 Contractual services	0.00	0.00	14,500.00	(14,500.00)
10415059 Special Planning Projects	308.00	308.00	20,000.00	(19,692.00)
Total Expenditures - Planning	\$ 1,521.00	\$ 1,521.00	\$ 70,900.00	\$ (69,379.00)
Expenditures - City engineer				
10425052 Professional services	\$ 2,323.25	\$ 2,323.25	\$ 60,000.00	\$ (57,676.75)
Total Expenditures - City engineer	\$ 0.00	\$ 2,323.25	\$ 60,000.00	\$ (57,676.75)
Expenditures - Building Regulation				
10435052 Professional services	\$ 852.51	\$ 852.51	\$ 32,400.00	\$ (31,547.49)
Total Expenditures - Building Regulation	\$ 852.51	\$ 852.51	\$ 32,400.00	\$ (31,547.49)

**City of Ferndale
Income Statement
Fund 10 - General Fund**

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY 2020/2021 Budget	Over/(Under) Budget
Expenditures - Library				
10615002 Salary - permanent	\$ 120.00	\$ 120.00	\$ 5,000.00	\$ (4,880.00)
10615006 SSI tax	13.62	13.62	622.50	(608.88)
10615009 Workers comp. insurance	80.06	80.06	290.00	(209.94)
10615020 Building and ground maint.	598.66	598.66	250.00	348.66
10615024 Special department supply	96.00	96.00	2,000.00	(1,904.00)
10615031 Gas	170.10	170.10	2,520.00	(2,349.90)
10615032 Utilities	92.59	92.59	1,800.00	(1,707.41)
10615033 Water	33.92	33.92	420.00	(386.08)
10615034 Telephone/internet	139.57	139.57	1,680.00	(1,540.43)
10615061 Liability Insurance	70.05	70.05	240.00	(169.95)
10615063 Building and Property Insurance	0.00	0.00	1,400.00	(1,400.00)
10615078 Copy machine expense	0.00	0.00	50.00	(50.00)
Total Expenditures - Library	<u>\$ 1,414.57</u>	<u>\$ 1,414.57</u>	<u>\$ 16,272.50</u>	<u>\$ (14,857.93)</u>
Expenditures - Parks				
10625002 Salary - permanent	\$ 354.10	\$ 354.10	\$ 6,401.50	\$ (6,047.40)
10625006 SSI tax	27.04	27.04	676.24	(649.20)
10625007 Medical insurance	60.36	60.36	757.57	(697.21)
10625009 Workers comp. insurance	99.53	99.53	771.29	(671.76)
10625010 Deferred retirement	0.00	0.00	229.24	(229.24)
10625020 Building and ground maint.	3,049.65	3,049.65	4,000.00	(950.35)
10625024 Special department supply	17.31	17.31	300.00	(282.69)
10625032 Utilities	31.99	31.99	600.00	(568.01)
10625033 Water	147.62	147.62	1,650.00	(1,502.38)
10625061 Liability Insurance	87.09	87.09	307.28	(220.19)
10625065 Russ Park expenditures	22.34	22.34	300.00	(277.66)
Total Expenditures - Parks	<u>\$ 3,897.03</u>	<u>\$ 3,897.03</u>	<u>\$ 15,993.12</u>	<u>\$ (12,096.09)</u>
Expenditures -Community Center				
10635020 Building and ground maint.	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ (1,500.00)
10635063 Building and Property Insurance	0.00	0.00	3,000.00	(3,000.00)
Total Expenditures -Community center	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 4,500.00</u>	<u>\$ (4,500.00)</u>
TOTAL EXPENDITURES	<u>\$ 115,774.31</u>	<u>\$ 118,097.56</u>	<u>\$ 1,058,543.95</u>	<u>\$ (940,446.39)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (55,349.33)</u>	<u>\$ (57,672.58)</u>	<u>\$ (164,793.85)</u>	<u>\$ 107,121.27</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 22 - GAS TAX

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
22314210.1 Gas tax (2105)	\$ 572.26	\$ 572.26	\$ 7,880.00	\$ (7,307.74)
22314210.2 Gas tax (2106)	799.57	799.57	9,936.00	(9,136.43)
22314210.3 Gas tax (2107)	785.02	785.02	9,408.00	(8,622.98)
22314210.4 Gas tax (2107.5)	1,000.00	1,000.00	1,000.00	0.00
22314210.5 Gas Tax (2103)	<u>866.80</u>	<u>866.80</u>	<u>12,154.00</u>	<u>(11,287.20)</u>
Total Revenue	<u>4,023.65</u>	<u>4,023.65</u>	<u>40,378.00</u>	<u>(36,354.35)</u>
EXPENDITURES				
22315002 Salary - permanent	2,628.22	2,628.22	20,676.82	(18,048.60)
22315005 Salary - overtime	171.58	171.58	0.00	171.58
22315006 SSI tax	214.29	214.29	1,774.10	(1,559.81)
22315007 Medical insurance	441.23	441.23	5,599.67	(5,158.44)
22315009 Workers comp. insurance	312.69	312.69	4,543.17	(4,230.48)
22315010 Deferred retirement	0.00	0.00	1,654.13	(1,654.13)
22315057 Street signs	0.00	0.00	500.00	(500.00)
22315058 Street lighting	1,087.80	1,087.80	13,200.00	(12,112.20)
22315061 Liability Insurance	<u>273.59</u>	<u>273.59</u>	<u>1,028.84</u>	<u>(755.25)</u>
TOTAL EXPENDITURES	<u>5,129.40</u>	<u>5,129.40</u>	<u>48,976.73</u>	<u>(43,847.33)</u>
 REVENUES OVER (UNDER) EXPENDITURES	 <u>\$ (1,105.75)</u>	 <u>\$ (1,105.75)</u>	 <u>\$ (8,598.73)</u>	 <u>\$ 7,492.98</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 23 - RSTP

	1 Month Ended July 31, 2020 Actual	1 Month July 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
23314211 RSTP Revenue	\$ 0.00	\$ 0.00	\$ 9,500.00	\$ (9,500.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>9,500.00</u>	<u>(9,500.00)</u>
EXPENDITURES				
23315002 Salary - permanent	711.24	711.24	5,803.51	(5,092.27)
23315006 SSI tax	54.57	54.57	477.56	(422.99)
23315007 Medical insurance	111.12	111.12	1,430.47	(1,319.35)
23315009 Workers comp. insurance	88.10	88.10	936.60	(848.50)
23315010 Deferred retirement	0.00	0.00	464.27	(464.27)
23315061 Liability Insurance	77.08	77.08	278.57	(201.49)
TOTAL EXPENDITURES	<u>1,042.11</u>	<u>1,042.11</u>	<u>9,390.98</u>	<u>(8,348.87)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (1,042.11)</u>	<u>\$ (1,042.11)</u>	<u>\$ 109.02</u>	<u>\$ (1,151.13)</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 24 - TRANSPORTATION DEVELOPMENT ACT

	1 Month Ended July 31, 2020 <u>Actual</u>	1 Month Ended July 31, 2020 <u>Actual</u>	FY2020/2021 <u>Budget</u>	Over/(Under) <u>Budget</u>
Revenues				
24314231 Transportation devel. act	\$ 0.00	\$ 0.00	\$ 44,641.57	\$ (44,641.57)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>44,641.57</u>	<u>(44,641.57)</u>
EXPENDITURES				
24315002 Salary - permanent	2,348.73	2,348.73	21,242.76	(18,894.03)
24315005 Salary - overtime	100.82	100.82	0.00	100.82
24315006 SSI tax	188.00	188.00	1,704.90	(1,516.90)
24315007 Medical insurance	406.40	406.40	5,180.52	(4,774.12)
24315009 Workers comp. insurance	316.68	316.68	4,488.16	(4,171.48)
24315010 Deferred retirement	0.00	0.00	1,699.39	(1,699.39)
24315014 Vehicle expense	0.00	0.00	250.00	(250.00)
24315016 Fuel	509.99	509.99	7,300.00	(6,790.01)
24315020 Building and ground maint.	0.00	0.00	2,000.00	(2,000.00)
24315021 Street maintenance	0.00	0.00	750.00	(750.00)
24315024 Special department supply	419.08	419.08	800.00	(380.92)
24315032 Utilities	172.09	172.09	2,600.00	(2,427.91)
24315033 Water	38.13	38.13	500.00	(461.87)
24315034 Telephone/internet	78.42	78.42	940.00	(861.58)
24315061 Liability Insurance	277.07	277.07	983.31	(706.24)
24315088 Equipment repair other	0.00	0.00	550.00	(550.00)
TOTAL EXPENDITURES	<u>4,855.41</u>	<u>4,855.41</u>	<u>50,989.04</u>	<u>(46,133.63)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (4,855.41)</u>	<u>\$ (4,855.41)</u>	<u>\$ (6,347.47)</u>	<u>\$ 1,492.06</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 26 - DRAINAGE FUND

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
26314230 Drainage fund	\$ 0.00	\$ 0.00	\$ 4,500.00	\$ (4,500.00)
26314240 Drainage district fees	<u>0.00</u>	<u>0.00</u>	<u>19,570.00</u>	<u>(19,570.00)</u>
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>24,070.00</u>	<u>(24,070.00)</u>
EXPENDITURES				
26315002 Salary - permanent	2,137.04	2,137.04	17,943.96	(15,806.92)
26315005 Salary - overtime	139.12	139.12	0.00	139.12
26315006 SSI tax	174.31	174.31	1,497.03	(1,322.72)
26315007 Medical insurance	373.17	373.17	4,718.72	(4,345.55)
26315009 Workers comp. insurance	267.73	267.73	4,440.75	(4,173.02)
26315010 Deferred retirement	0.00	0.00	1,435.51	(1,435.51)
26315019 Creek maintenance	0.00	0.00	1,500.00	(1,500.00)
26315023 Drain project	0.00	0.00	200.00	(200.00)
26315024 Special department supply	0.00	0.00	750.00	(750.00)
26315061 Liability Insurance	234.24	234.24	861.31	(627.07)
26315194 Interest expense	<u>1,129.58</u>	<u>1,129.58</u>	<u>13,555.00</u>	<u>(12,425.42)</u>
TOTAL EXPENDITURES	<u>4,455.19</u>	<u>4,455.19</u>	<u>46,902.28</u>	<u>(42,447.09)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (4,455.19)</u>	<u>\$ (4,455.19)</u>	<u>\$ (22,832.28)</u>	<u>\$ 18,377.09</u>

City of Ferndale
STATEMENT OF REVENUES AND EXPENDITURES
FUND 25 - INTEGRATED WASTE MANAGEMENT

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
25314600 Recycling grant	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ (5,000.00)
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>(5,000.00)</u>
EXPENDITURES				
25315002 Salary - permanent	571.02	571.02	4,948.78	(4,377.76)
25315006 SSI tax	43.56	43.56	395.38	(351.82)
25315007 Medical insurance	100.35	100.35	1,259.22	(1,158.87)
25315009 Workers comp. insurance	75.47	75.47	287.03	(211.56)
25315010 Deferred retirement	0.00	0.00	395.90	(395.90)
25315061 Liability Insurance	66.03	66.03	237.54	(171.51)
25315600 Recycling grant expenditures	0.00	0.00	236.00	(236.00)
TOTAL EXPENDITURES	<u>856.43</u>	<u>856.43</u>	<u>7,759.85</u>	<u>(6,903.42)</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (856.43)</u>	<u>\$ (856.43)</u>	<u>\$ (2,759.85)</u>	<u>\$ 1,903.42</u>

City of Ferndale
INCOME STATEMENT
FUND 30 - SEWER FUND

	1 Month Ended July 31, 2020 Actual	1 Month Ended July 31, 2020 Actual	FY2020/2021 Budget	Over/(Under) Budget
Revenues				
30514274 Sewer service charge	\$ 0.00	\$ 0.00	\$ 721,000.00	\$ (721,000.00)
30514275 Sewer connection fees	0.00	0.00	15,000.00	(15,000.00)
30514303 Septic discharge	7,967.00	7,967.00	75,600.00	(67,633.00)
30514325 State Water Board Grant	<u>10,446.00</u>	<u>10,446.00</u>	<u>150,000.00</u>	<u>(139,554.00)</u>
Total Revenue	<u>18,413.00</u>	<u>18,413.00</u>	<u>961,600.00</u>	<u>(943,187.00)</u>
EXPENSES				
30515002 Salary - permanent	24,079.80	24,079.80	213,719.14	(189,639.34)
30515005 Salary - overtime	1,311.03	1,311.03	8,574.80	(7,263.77)
30515006 SSI tax	1,998.15	1,998.15	18,460.37	(16,462.22)
30515007 Medical insurance	3,651.85	3,651.85	46,472.12	(42,820.27)
30515009 Workers comp. insurance	3,560.95	3,560.95	17,893.05	(14,332.10)
30515010 Deferred retirement	0.00	0.00	17,003.35	(17,003.35)
30515012 Office expense	30.16	30.16	1,725.00	(1,694.84)
30515014 Vehicle expense	0.00	0.00	750.00	(750.00)
30515016 Fuel	174.84	174.84	3,000.00	(2,825.16)
30515024 Special department supply	419.08	419.08	1,000.00	(580.92)
30515030 Trash service	288.02	288.02	5,350.00	(5,061.98)
30515032 Utilities	6,810.46	6,810.46	74,400.00	(67,589.54)
30515033 Water	70.38	70.38	1,920.00	(1,849.62)
30515034 Telephone/internet	513.06	513.06	6,000.00	(5,486.94)
30515044 Meetings and dues	0.00	0.00	650.00	(650.00)
30515048 Training	125.00	125.00	850.00	(725.00)
30515050 IT Support	0.00	0.00	2,000.00	(2,000.00)
30515055 Contractual services	635.00	635.00	6,600.00	(5,965.00)
30515061 Liability Insurance	3,115.58	3,115.58	10,670.12	(7,554.54)
30515063 Building and Property Insurance	0.00	0.00	2,600.00	(2,600.00)
30515092 Permits	0.00	0.00	13,500.00	(13,500.00)
30515121 Sewer plant maintenance	1,145.31	1,145.31	68,000.00	(66,854.69)
30515122 Sewer line maintenance	0.00	0.00	15,000.00	(15,000.00)
30515130 Ultra Violet Lights	0.00	0.00	45,000.00	(45,000.00)
30515157 Testing and monitoring	1,435.00	1,435.00	12,000.00	(10,565.00)
30515160 Postage & Shipping	0.00	0.00	500.00	(500.00)
30515170 State Water Planning Grant Expenses	8,557.64	8,557.64	150,000.00	(141,442.36)
30515190 USDA loan	<u>0.00</u>	<u>0.00</u>	<u>194,000.00</u>	<u>(194,000.00)</u>
TOTAL EXPENSES	<u>57,921.31</u>	<u>57,921.31</u>	<u>937,637.95</u>	<u>(879,716.64)</u>
NET INCOME (LOSS)	<u>\$ (39,508.31)</u>	<u>\$ (39,508.31)</u>	<u>\$ 23,962.05</u>	<u>\$ (63,470.36)</u>

City of Ferndale
Cash Balances

As of July 31, 2020

Cash Balances

Current Assets	
General Fund	\$ 381,088.50
Restricted Cash	15,150.00
Gas Tax	16,186.00
RSTF	73,655.13
TDA	278,967.74
IWM	55,427.33
Drainage	10,432.23
Sewer	<u>560,509.99</u>
 Total	 \$ <u><u>1,391,416.92</u></u>
Checking	\$ 739,137.33
LAIF	652,129.59
Petty cash	<u>150.00</u>
Total	<u>\$ 1,391,416.92</u>

Section 10

CALL ITEMS

*These are items pulled from the consent agenda
for discussion and a separate motion.*

Section 11

PRESENTATION


a. Paul Gregson-Status of Collection System

Section 12

PUBLIC HEARING

Section 13

BUSINESS

Meeting Date:	October 21, 2020	Agenda Item Number	13.a
Agenda Item Title	Second reading, by title only, and adoption of Ordinance No. 2020-04 Amending Zoning Ordinance 02-02 Section 7.08 Regulations for Fences & Section 6.05.4(a)(b) Regarding Design Review Committee Membership		
Presented By:	City Planner 		
Type of Item:	X	Action	Discussion Information
Action Required:		No Action	Voice Vote X Roll Call Vote

PROJECT SUMMARY: Conduct second reading of Ordinance No. 2020-04 Amending Zoning Ordinance Section 7.08 Regulations for Fences & Section 6.05.4(a)(b) Regarding Design Review Committee Membership.

STAFF RECOMMENDATION: Waive reading of the full text and consent to read by title only and adopt Ordinance No. 2020-02 Amending Zoning Ordinance Section 7.08 regarding fences and other structures and Section 6.05.4 (a) & (b) regarding Design Review Committee membership.

DISCUSSION: At its regular meeting on September 16, 2020, the City Council received the staff report, held the public hearing, and discussed proposed fence ordinance and design review committee membership updates. Following deliberation, the Council voted to introduce by title only, waiving the full reading, of the above ordinance.

Fences – The proposed ordinance defines fences, fence height regulations, and fence materials.

Design Review Committee Membership - The Design Review Committee membership is proposed to include one (1) member appointed from the Planning Commission and four (4) members that reside within the city limits.

No changes have been made to the proposed ordinance since the September 16, 2020 public hearing.

ATTACHMENT:

Draft Ordinance No. 2020-02

ORDINANCE NO. 2020-04**AN ORDINANCE OF THE CITY OF FERNDALE AMENDING ZONING ORDINANCE 02-02
SECTION 7.08 REGARDING FENCES AND OTHER STRUCTURES AND
SECTION 6.05.4(a)(b) REGARDING DESIGN REVIEW COMMITTEE MEMBERSHIP**

WHEREAS, Ordinance No. 02-02, as amended, constitutes the Zoning Ordinance of the City of Ferndale (hereinafter the "Zoning Ordinance"); and

WHEREAS, Section 7.08 of Article 7 of the Zoning Ordinance regulates fences, hedges, natural or planted growth and other sight obstructions; and

WHEREAS, Section 6.05.4(a)(b) regulates Design Review Committee membership; and

WHEREAS, the City Council of the City of Ferndale desires to amend Zoning Ordinance Sections 7.08 and 6.05.4(a)(b) as expressly set forth below.

THE CITY OF FERNDALE DOES ORDAIN AS FOLLOWS:

Section 1. Amendment of Section 7.08.2 of the Zoning Ordinance. Section 7.08.2 of the Zoning Ordinance shall be amended to provide as follows:

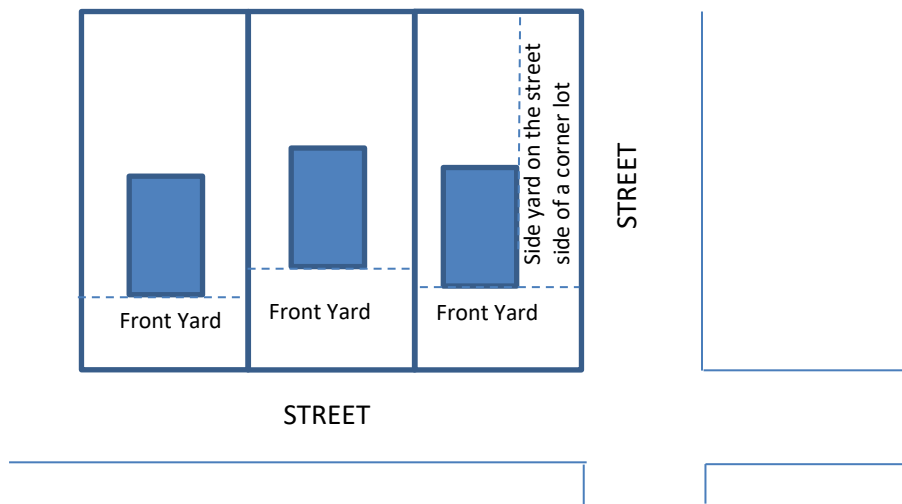
7.08.2 Fences.

- a. Fences defined.** For purposes of this Section 7.08.2, a fence shall mean an artificially constructed barrier consisting of any materials, intended to form an enclosure, mark a boundary, prevent intrusion, provide a screen, and including walls or like structures, but not a building wall.
- b. Fences, Generally.** No fence shall exceed a height of six (6) feet on any portion of a lot within the City.
- c. Fences in Front Yards of Any Lot.** Fences located in the front yard, as that term is defined by Section 3.80.1 of this Ordinance, of any lot shall not exceed four (4) feet in height. The height restriction set forth in this sub-section shall apply to any fence located in the front yard of any lot regardless of whether the fence runs in a direction that is generally parallel or perpendicular to the front street line. The height restriction set forth in this sub-section is subject to Section 7.08.1, regulating the sight visibility triangle.
- d. Fences in the Side Yards on the Street Side of Corner Lots.** Fences located in the side yard on the street side of a corner lot, as those terms are defined by Sections 3.47.2 and 3.80.3 of this Ordinance, shall not exceed six (6) feet in height from the front corner of the main structure to the rear lot line.
- e. Height of a Fence.** The height of a fence shall be measured from the higher finished grade adjoining the fence.

f. Prohibited Fence Materials. No Fence shall be constructed using barbed or razor wire, electrified fence material, chain link fence material, or other materials not typically used, designated, or manufactured for fencing such as metal roofing panels, corrugated or sheet metal, tarps or plywood.

g. Permit Required. To the extent required by the Zoning Ordinance or the Building Inspector - Construction Code Ordinance, any person who intends to construct a fence shall first obtain all required permits from the City.

f. Illustration. For purposes of illustration, the following diagram demonstrates the pertinent areas affected by sub-sections “c” and “d” of this Section 7.08.2:



Section 2. Amendment to Zoning Ordinance Sections 7.08.3 and 7.08.4. Sections 7.08.3 and 7.08.4 of the Zoning Ordinance shall be deleted.

Section 3. Amendment to Zoning Ordinance Section 6.05.4(a)(b). Section 6.05.4(a)(b) shall be amended as follows:

- §6.05.1 Design Review Permits shall be subject to the following procedures:
 - a. The Planning Commission shall appoint ~~two~~ one of its members as Primary and one member as Alternate Design Review Committee Members.
 - b. The Planning Commission shall interview and recommend to the City Council appointment of ~~three~~ four members from ~~the 95536 zip code within the City Limits~~, preferably with design background in planning, architecture, landscape architecture, historical restoration, or other similar experience related to the design of physical improvements and buildings in the following manner:
 - i. City staff shall advertise the vacancy(s) (via notice in newspaper, public posting) and notify Ferndale residents to contact City staff for application procedures.
 - ii. Applications must be received by City staff by ten (10) calendar days from the date of posting of the vacancy. Applications must be

forwarded to the members of the Planning Commission by the next regular or special meeting.

- iii. The Planning Commission shall interview applicants at their next regular or special meeting or direct City staff to re-advertise. After consideration of the applicants and application materials, the Commission shall select an applicant(s) to recommend for appointment. The first person(s) that receives a majority shall be selected. The Commission’s recommendation(s) shall be forwarded to the City Council for their next regular or special meeting.
- iv. The City Council shall consider the applicants and the Planning Commission’s recommendation and shall appoint an applicant(s) to the Design Review Committee.

Section 4. Severability. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this ordinance as hereby adopted shall remain in full force and effect.

Section 5. Effective Date. This ordinance becomes effective thirty (30) days after the date of its enactment.

Section 6. Posting Requirement. The City Clerk shall cause publication of this ordinance within 15 days after passage in a newspaper of general circulation published and circulated in the city and posted in at least three public places in the city.

Section 7. Enacting Date and Signatures. Passed, approved and adopted by the City Council of the City of Ferndale at a regular meeting on _____, 2020, by the following vote:

PASSED AND ADOPTED on this __ day of _____ 2020 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Attest:

Kristene Hall, City Clerk

Michael Sweeney, Mayor

First Reading:	Amended:	
Second Reading:		
Enacted:		
Amended:		

Meeting Date:	October 21, 2020	Agenda Item Number	13.b
Agenda Item Title	Adopt Resolution 2020-22 Approving the City's intent to submit Application(s) For Proposition 68 Per Capita Grant Funds Grant Funding for Park Facilities		
Presented By:	City Planner		
Type of Item:	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Discussion	<input type="checkbox"/> Information
Action Required:	<input type="checkbox"/> No Action	<input type="checkbox"/> Voice Vote	<input checked="" type="checkbox"/> Roll Call Vote

PROJECT SUMMARY: Proposed Resolution 2020-22 authorizing the City Manager to submit applications under the Per Capita Grant Program.

STAFF RECOMMENDATION: Review and adopt Resolution 2020-22: Resolution of the City Council of the City of Ferndale Approving Application(s) For Per Capita Grant Funds

BACKGROUND: The California Drought, Water Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 allocated funding through the Per Capita Program for local park rehabilitation, creation, and improvement. The grant program is overseen by California State Parks Office of Grants and Local Services (OGALS).

Through the program the City of Ferndale has been awarded \$177,952. Additionally, the City is considered a severely disadvantaged community under this program and therefore is not required to provide match funds for projects.

DISCUSSION: The City Planner recently attended the mandatory grant administration workshop which covered program basics such as timeline, eligible projects, application process, and program reporting. The next step in the process is for the City Council to adopt an Authorizing Resolution, which has been drafted and preapproved by OGALS, that approves the filing of all applications associated with the program. Once the resolution is adopted and submitted to OGALS, the City can begin defining projects and associated costs which can then be submitted as an application packet.

The Authorizing Resolution serves two purposes:

1. It is the means by which the grantee's Governing Body agrees to the terms of the contract; it provides confirmation that the grantee has the funding to complete, operate and maintain projects associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding projects associated with the contract. The incumbent in this position is referred to as the authorized representative.

ATTACHMENT:
Draft Resolution 2020-22

RESOLUTION 2020-22**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNDALE
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Ferndale's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum-- Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Ferndale will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Ferndale on October 21, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Michael Sweeney, Mayor

Attest:

Kristene Hall, City Clerk

Meeting Date:	October 21, 2020	Agenda Item Number	13.c
Agenda Item Title:	Introduction and 1 st Reading of Draft Ordinance 2020-05 Amending Article 7 of the Building Inspector/Construction Code Ordinance 2011-01 Adding Regulations for Fences and Other Structures		
Presented By:	Jay Parrish, City Manager		
Type of Item:	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Discussion	<input type="checkbox"/> Information
Action Required:	<input type="checkbox"/> No Action	<input checked="" type="checkbox"/> Voice Vote	<input type="checkbox"/> Roll Call Vote

RECOMMENDATION:

Review and consider approval of Introduction and 1st Reading of Draft Ordinance 2020-05 Amending Building Inspector/Construction Code Ordinance 2011-01 Article 7 Adding Regulations for Fences and Other Structures

DISCUSSION:

The City Council previously discussed proposed fence ordinance updates which included changing the Building Inspector/Construction Code Ordinance to reflect the requirement of obtaining a building permit to construct any front yard fence in the city limits.

In order for the city to add this requirement, an Ordinance with findings must be adopted and sent into the California State Building Standards Commission. Ordinance 2020-05 meets these requirements and if a second reading is approved staff will then file the Ordinance with the California Building Standards Commission.

FISCAL IMPACT:

None

ATTACHMENTS:

- A. Draft Ordinance No. 2020-05
- B. Ordinance 2011-01 Red-Lined

ORDINANCE NO. 2020-05**AN ORDINANCE OF THE CITY OF FERNDALE AMENDING ARTICLE 7 OF THE BUILDING INSPECTOR - CONSTRUCTION CODE ORDINANCE TO PROVIDE AMENDED REGULATIONS FOR FENCES AND OTHER STRUCTURES WITHIN THE CITY OF FERNDALE**

WHEREAS, Ordinance No. 2011-01, as amended, constitutes the Building Inspector - Construction Code Ordinance of the City of Ferndale (hereinafter the "Building Code Ordinance");

WHEREAS, Section 6.01 of Article 6 of the Building Code Ordinance adopts, by reference, certain building standards and regulations adopted by the California State Building Standards Commission (collectively, the "Building Standards and Regulations");

WHEREAS, the Building Standards and Regulations currently provide that residents within the City are not required to obtain a building permit from the City to construct a fence that measures no more than six (6) feet in height;

WHEREAS, pursuant to section 7.08.02 of the Zoning Ordinance, fences located in the front yard of any lot shall not exceed four (4) feet in height;

WHEREAS, the City has seen an increase in the construction of fencing along front yards that exceed the four-foot height limitation imposed by section 7.08.02 of the Zoning Ordinance;

WHEREAS, in addition to the regulatory remedies at its disposal to address non-compliant fences within the City that currently exist or will be constructed, the City Council desires to prospectively require a building permit for the construction of any fence located in the front yard of any lot; and

WHEREAS, the City Council finds and determines the following:

- (a) The City of Ferndale is a historic town that was first settled in the 1850s.
- (b) The City takes great pride in preserving and protecting its history, including through the use of building and design regulations.
- (c) Among other things, the City's aesthetic includes open, inviting and well-maintained streets and residential properties.
- (d) The installation of fences in the front yard of any lot tends to detract from the open and inviting aesthetic.

- (e) Further, the installation of fences in the front yard of any lot has the tendency to create sight obstructions that create driving hazards.
- (f) The City has seen a recent increase in the installation of fences in the front yards, including the installation of non-compliant solid fences exceeding four feet in height.
- (g) It is often difficult to monitor the installation of fences within the City due to limited resources, and, often, the cost associated with remedying non-compliant fences is high and inefficient for the City and the property owner.
- (h) The principal regulatory tool the City has at its disposal for ensuring compliance with the Building Standards and Regulations is the permit function.
- (i) The City Council finds that requiring property owners to obtain a ministerial building permit for the installation of fences in the front yards promotes the efficient use of resources and helps to better ensure regulatory compliance prospectively.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FERNDALE DOES ORDAIN AS FOLLOWS:

Section 1. Amendment to Building Code Ordinance. Section 7.04 of Article 7 of the Building Ordinance, as amended, shall be added to provide as follows:

§7.04 Regardless of the height or materials, no fence located in the front yard, as that term is defined by Section 3.80.1 of the Zoning Ordinance, of any lot may be constructed within the City of Ferndale without first obtaining a permit from the City of Ferndale. A permit shall be issued by the Building Inspector upon a showing by the applicant that the proposed fence complies with all applicable regulations of the Building Standards and Regulations and the Zoning Ordinance §7.08.02, as the same may be amended by the City Council. The City Council may establish a permit fee, which fee may not exceed the reasonable costs of processing the permit application and may be amended from time-to-time by resolution.

Section 2. Severability. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. Effective Date. This ordinance becomes effective thirty (30) days after the date of its enactment.

Section 4. Posting Requirement. The City Clerk shall cause publication of this ordinance within 15 days after passage in a newspaper of general circulation published and circulated in the city, and posted in at least three public places in the city.

Section 5. Enacting Date and Signatures. Passed, approved and adopted by the City Council of the City of Ferndale at a regular meeting on _____, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Michael Sweeney, Mayor

Kristene Hall, City Clerk

1 st Reading:			
2 nd Reading:			
Enacted:			

ORDINANCE NO. 2011-01

AN ORDINANCE OF THE CITY OF FERNDALE CREATING THE OFFICE OF BUILDING INSPECTOR; ADOPTING CONSTRUCTION CODES AND STANDARDS; PROVIDING PENALTIES FOR VIOLATION; ESTABLISHING FEES FOR PERMITS AND INSPECTIONS AND REPEALING ORDINANCES 226, 255, 257, 99-03 AND 05-03

The City Council of the City of Ferndale does Ordain as Follows:

ARTICLE 1: SHORT TITLE, PURPOSE AND SCOPE

- §1.01: This ordinance shall be known and cited as the “Building Inspector - Construction Code Ordinance”.
- §1.02: The purpose of the Building Inspector – Construction Code Ordinance is to create the office of Building Inspector of the City of Ferndale and to Adopt Construction Codes and Standards for the City of Ferndale.
- §1.03: The provisions adopted in this ordinance shall not be exclusive but shall be cumulative and complementary to any other provisions of Ferndale City ordinances and County, State and Federal laws. Nothing in this ordinance shall be read, interpreted or construed so as to limit any existing right, power or authority of the Mayor or the City Council to enter into any supplemental agreement with the Building Inspector delineating additional terms and conditions of employment not inconsistent with any provision of this chapter.
- §1.04: Nothing in this ordinance shall be construed as prohibiting the City from contracting with qualified persons, firms or agencies for building plan review and/or inspection services.
- §1.05: Upon the effective date of this Ordinance, Ordinances 226, 255, 257, 99-03 and 05-03 are hereby repealed.

ARTICLE 2: STATUTORY AUTHORITY / ENFORCEMENT AUTHORITY

- §2.01: California Government Code §§37103 and 53060

ARTICLE 3: ENFORCEMENT AND PENALTIES

- §3.01: Any person, firm, or corporation, whether as principal, agent, employee, or otherwise violating or causing the violation of any part of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment for a term not exceeding six (6) months, or both. Such person, firm, or corporation shall be deemed guilty of a separate offence for each and every day during any portion of which any violation of this ordinance, or any part of this ordinance, is committed, continued or permitted by such person, firm, or corporation, and shall be punishable as herein provided.

Enacted: March 5, 2011

ARTICLE 4: DEFINED AND OFFICE CREATED

- §4.01: For the purposes of this Ordinance, the terms Building Official and Building Inspector are interchangeable.
- §4.02 Office Created. The office of Building Inspector of the City is created and established.
- §4.03: Appointment. The City Building Inspector shall be appointed by the City Manager, or in his/her absence, the City Council solely on the basis of his / her ability and qualifications and shall hold office at the pleasure of the City Manager or in his/her absence, the City Council.
- §4.04 Compensation / Expenses: The City Building Inspector shall receive such compensation as the City Council shall from time to time determine, unless the Building Inspector serves under an employment contract and then the compensation shall be according to the terms of the employment contract. Compensation may be based on a salary or hourly basis; and based on full time or part time basis.

ARTICLE 5: POWERS AND DUTIES

- §5.01: General: It shall be the duty of the Building Inspector to administer and enforce the provisions of this ordinance and all ordinances of the City and statutes of the State of California for regulating and providing minimum standards for the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, location, design, quality of materials, operation, installation, replacement and maintenance of all buildings, and/or structures; heating, ventilation, cooling, refrigeration systems; electrical systems; plumbing and drainage systems; signs and solar systems in the City of Ferndale.
- §5.02: Additional Duties: It shall be the duty of the Building Inspector to perform such other duties and exercise such other powers as may be delegated to him/her from time to time by ordinance, resolution, or action of the City Council.
- §5.03 Right of Entry: When necessary to make an inspection to enforce any of the provisions of this code and the technical codes, or when the building official has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at all reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied, that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Should entry be refused, the building official shall have recourse to the remedies provided by law to secure entry.

ARTICLE 6: ADOPTION OF CONSTRUCTION CODES

- §6.01 The City of Ferndale incorporates by reference and adopts as its Building Standards and Regulations applicable to all occupancies in the City of Ferndale each and all of the terms, conditions, regulations, penalties, and provisions of the following codes as from time to time adopted, amended, added, and deleted by regulation of the California State Building Standards Commission:
- 6.01.1 The following codes are required to be adopted by the City of Ferndale: *(This Entire Section Amended by Ordinance 2020-02 April 29, 2020)*
- a. **California Administrative Code** – 2019 California Administrative Code (Part 1 of Title 24)
 - b. **California Building Code** – 2019 California Building Code (Part 2 of Title 24), Based on the 2018 International Building Code (IBC)
 - c. **California Residential Code** – 2019 California Residential Code (Part 2.5 of Title 24). Based on the 2018 International Residential Code (IRC).
 - d. **California Electrical Code** – 2019 California Electrical Code (Part 3 of Title 24). Based on the 2017 National Electrical Code (NEC)
 - e. **California Mechanical Code** – 2019 California Mechanical Code (Part 4 of Title 24). Based on the 2018 Uniform Mechanical Code (UMC)
 - f. **California Plumbing Code** – 2019 California Plumbing Code (Part 5 of Title 24). Based on the 2018 Uniform Plumbing Code (UPC)
 - g. **California Energy Code** – 2019 California Energy Code (Part 6 of Title 24).
 - h. **California Fire Code** – 2019 California Fire Code (Part 9 of Title 24). Based on the 2018 International Fire Code (IFC)
 - i. **California Existing Building Code** – 2019 California Existing Building Code (Part 10 of Title 24), including 2019 California Historical Building Code, Title 24, Part 8 and 2019 California Referenced Standards Code, Title 24, Part 12. Based on the 2018 International Existing Building Code (IEBC)
 - j. **California Green Building Standards Code** – “CAL Green” – 2019 California Green Building Standards Code (Part 11 of Title 24).
 - k. **1997 Uniform Building Code** – 1997 Uniform Housing Code. Published by the International Conference of Building Officials as referenced by the California Department of Housing and Community Development and pursuant to the provisions of Section 17958, 17958.5, 17958.9 and 17959 of the California Health and Safety Code.
- §6.02 The above-mentioned codes and amendments shall become effective and operative within the City of Ferndale 180 days after the date of the first publication of the State Building Standards Code by the State Building Standards Commission in the California Code of Regulations, the California Regulatory Notice Register or California Regulatory Code Supplement.
- §6.03 The above-mentioned codes and amendments shall be and are adopted as the Construction Code of the City of Ferndale for regulating and providing minimum standards for the erection, construction, enlargement, alteration, repair, moving,

- removal, demolition, conversion, occupancy, equipment, use, height, area, location, design, quality of materials, operation, installation, replacement and maintenance of all buildings, and/or structures; heating, ventilation, cooling, refrigeration systems; electrical systems; plumbing and drainage systems; signs, and solar systems in the City of Ferndale, except as modified by the zoning Ordinance of the City of Ferndale and providing for the issuance of permits and the collection of fees.
- §6.04 Nothing contained herein shall be construed as prohibiting or limiting the authority of the City of Ferndale from adopting or establishing more restrictive building standards than provided in the above-mentioned codes or amendments after making the findings required by Government Code §17958.7
- §6.05 The City Inspector shall maintain one (1) copy of all building codes and standards as required by the State of California, California Building Code, Title 24.

ARTICLE 7: FEES FOR PERMITS AND INSPECTIONS

- §7.01 Any person required to obtain a permit shall at the time of filing an application shall pay to the City Clerk a deposit for plan review in the amount as set forth in the California Administrative Code referred to in §6.01.1(a) above.
- §7.02 Where work is commenced prior to obtaining a permit, a double fee shall be charged.
- §7.03 For the purpose of determining valuation of any work to be performed, the City may use the Valuation Data Table taken from the publication Building Standards, published by the International Conference of Building Officials once every two months during the year. The City will implement an updated edition of the Valuation Data Table commencing on July 1 of each year using the most recently published edition of the Valuation Data Table.
- §7.04 Regardless of the height or materials, no fence located in the front yard, as that term is defined by Section 3.80.1 of the Zoning Ordinance, of any lot may be constructed within the City of Ferndale without first obtaining a permit from the City of Ferndale. A permit shall be issued by the Building Inspector upon a showing by the applicant that the proposed fence complies with all applicable regulations of the Building Standards and Regulations and the Zoning Ordinance §7.08.02, as the same may be amended by the City Council. The City Council may establish a permit fee, which fee may not exceed the reasonable costs of processing the permit application and may be amended from time-to-time by resolution.

ARTICLE 8: PERSON MAY DO OWN WORK

- §8.01 Nothing in this ordinance shall be construed as prohibiting any person from doing his own work or employing any person to work on a building or structure to which the provisions of this ordinance apply unless otherwise prohibited by law.

ARTICLE 9: SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 10: EFFECTIVE DATE:

This ordinance becomes effective thirty (30) days after the date of its enactment.

ARTICLE 11: POSTING REQUIREMENT

The City Clerk shall cause publication of this ordinance within 15 days after passage in a newspaper of general circulation published and circulated in the city, and posted in at least three public places in the city.

ARTICLE 12: ENACTING DATE AND SIGNATURES

Passed, approved and adopted by the City Council of the City of Ferndale at a regular meeting on February 3, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeffrey Farley, Mayor

ATTEST:

Nancy Kaytis-Slocum, City Clerk

First Reading: January 6, 2011
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Enacted: March 5, 2011
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Meeting Date:	October 21, 2020	Agenda Item Number	13.d
Agenda Item Title	Adopt JPA Agreement and Bylaws for California Intergovernmental Risk Authority which permits the merger or joining of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund		
Presented By:	City Manager		
Type of Item:	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Discussion	<input type="checkbox"/> Information
Action Required:	<input type="checkbox"/> No Action	<input type="checkbox"/> Voice Vote	<input checked="" type="checkbox"/> Roll Call Vote

RECOMMENDED ACTION:

Adopt Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority, which permits the merger or joining of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

BACKGROUND:

Rather than purchase commercial insurance through a commercial insurance carrier, the City of Ferndale participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers’ compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as joint powers authority (JPA), which allow two or more like entities to pool funds to pay for claims.

Our pool functions as an extension of the City of Ferndale and is governed by a board of directors comprised of members in the pool.

Public entity pools are fundamentally different from conventional insurance. The primary purpose of any public entity pool is to manage and reduce underlying risks to the benefit of public entity members and the public at large. Conventional insurers exist primarily to finance losses, while public pools are collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and property damages and losses.

ANALYSIS:

The Redwood Empire Municipal Insurance Fund (REMIF) is a public entity pool representing 15 small to medium sized cities/towns. It was formed in 1976 with a mission to provide workers’ compensation coverage in response to increasing and unaffordable commercial rates. Coverage was expanded in the mid-1980s to include liability coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

The Public Agency Risk Sharing Authority of California (PARSAC) is a public entity pool representing 34 small to medium sized cities/towns and one fire district. It was formed in 1986 with a mission to provide liability coverage in response to the insurance crisis that eliminated commercial coverage for cities. Coverage was expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

PARSAC and REMIF provide a pooled liability program, pooled workers' compensation program, and coverage for group purchased property, Board of Directors public officials' errors and omissions, auto physical damage, special events, fidelity bonds, cyber liability and other ancillary benefits.

REMIF has a pooled medical/health program.

Through PARSAC's fiscally conservative approach, their liability and workers' compensation programs are funded in excess of the 90% confidence level.

Both pools focus on managing and maintaining a financially stable risk sharing pool for members, and the board of directors have a conservative funding and investment philosophy. They share a similar philosophy to embrace diverse opinions, have discussions that are constructive and collaborative, encourage participation from the members, balance member interests with those of the pool and work together towards a greater good.

Both pools also share a similar culture in that the pool is member owned, member governed, member driven and exists to serve its members. The organizations are also similar in that they serve small to medium sized cities/towns, and share a similar footprint in Northern California, while PARSAC has presence throughout the State.

A comparison matrix of the lines of coverage and services offered by both pools are attached to this staff report.

Given the similarities between the two agencies, REMIF and PARSAC explored a strategic partnership, which ultimately led to a proposed merger between the two organizations. Rather than one pool merging into the other, the Board of Directors for the pools directed the creation of a new pool (called the California Intergovernmental Risk Sharing Authority or CIRA). There will be great benefits in sharing resources, sharing expenses and drawing on strengths. Benefits also include succession planning, more robust, stable programs, shared training resources, long term program sustainability, and eliminating redundancies. While a merger could have realized savings to the members of both pools, the intent of a merger between PARSAC and REMIF is to have long term stability, sustainability and adding depth and breadth to the agencies, with the singular goal of better serving our members.

After over a year of in-depth analysis of such a merger, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/21, creating a new pool, CIRA. To proceed, the individual members must seek adoption of the CIRA agreements, attached hereto. Council is asked to adopt the CIRA Joint Powers Agreement and Bylaws, and further direct staff to work with the CIRA on steps necessary to complete the merger.

FISCAL IMPACT:

The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long term operating costs. Consolidating operations will also achieve greater economies of scale, improve service deliver, and CIRA will be in better position to leverage its larger size for better services, rates and coverage with service providers and excess insurers. A larger organization will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. The merged organization will be more fiscally viable and provide greater long-term stability and sustainability.

ATTACHMENTS:

1. CIRA Bylaws
2. CIRA FAQ's
3. CIRA JPA Agreement- Approved by PARSAC-REMIF

Lines of coverage	PARSAC	REMIF
Liability	✓	✓
Employment Practices Liability	✓	✓
Automobile Liability	✓	✓
Property Damage (3 rd party)	✓	✓
Workers' Compensation	✓	✓
Auto Physical Damage	✓	✓
Public Official Errors and Omissions	✓	✓
Property Damage (for members' property)	✓	✓
Special Events Coverage	✓	✓
Fidelity Bond	✓	✓
Employee Benefits (dental, vision, LTD, life)	✓	✓
Medical benefits (actives, retirees)	⊘	✓

Services Offered	PARSAC	REMIF
Safety Program	✓	✓
Grants	✓	⊘
Consultation and referral services	✓	✓
Customized risk management presentations	✓	⊘
Video and print resource library	✓	⊘
Regional and onsite risk management training	✓	✓
Web-based OSHA safety courses	✓	✓
In person OSHA safety courses	⊘	✓
Web-based employment practices courses	✓	✓
On site risk assessments	✓	✓
Post-accident assistance and mitigation	✓	✓
Operational Best Practices Templates	✓	⊘

Lexipol Fire and LE	✓	✓
Consultation with employment law firms	✓	✓
Liebert Cassidy Whitmore (LCW) Consortium Membership	✓	✓
DMV pull program	✓	⊘
DOT Drug Screening Program	✓	✓
Defensive Driver Training	✓	✓
Pre-employment physicals	⊘	✓

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority (“CIRA” or “the Authority”) is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement (“Agreement”). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority’s Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member’s application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant’s most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

**ARTICLE IV.
MEMBER RESPONSIBILITIES**

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

**ARTICLE V.
GOVERNING BOARD**

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to

- the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.
- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
1. Accept a new Member to the Authority (two-thirds vote of the Board);
 2. Accept indebtedness (two-thirds vote of the entire Board);
 3. Adopt a budget;
 4. Amend these Bylaws;
 5. Elect and remove Officers;
 6. Expel a Member from the Authority (two-thirds vote of the Board);
 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.

- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

**ARTICLE VI.
OFFICERS**

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at

- the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.
- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is

independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VII. COMMITTEES

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members

to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.
- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VIII. GENERAL MANAGER

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority, appointed by the Board and serving at the pleasure of the Board. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE IX. SETTLEMENT OF CLAIMS

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.
- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined

by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

**ARTICLE XIV.
PROGRAMS**

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is

determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.
- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

ARTICLE XV.

WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

- A. Withdrawal from a Program
 - 1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 - 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.
3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
 6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.
- C. Remedies on Default
1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.
 2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
 3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.
- D. Cancellation by the Authority of Coverage under a Program:
1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
 - F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
 - G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

**ARTICLE XVII.
LEGAL REPRESENTATION**

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

**ARTICLE XVIII.
EXECUTION OF CONTRACTS**

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

**ARTICLE XXIV.
EXPENSE REIMBURSEMENT AND INSURANCE**

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

**ARTICLE XIX.
NOTICES**

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.
- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

**ARTICLE XX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY**

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

**ARTICLE XXI.
POWER OF DESIGNATED PARTY**

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

Who is the other organization that we are merging with?

We are forming a partnership with the Redwood Empire Municipal Insurance Fund (REMIF). REMIF is a pool of 15 cities located throughout five counties in Sonoma, Napa, Lake, Mendocino and Humboldt. REMIF offers self-funded general and auto liability, employment liability, workers' compensation, and health programs. A majority of REMIF members are full-service cities providing police and/or fire services. REMIF's total payroll is \$131 million.

Why are we merging organizations?

The pooling industry has dramatically changed throughout the past decade. Some pools have dissolved due to retirement of key personnel, inability to remain fiscally solvent and have absorbed by larger organizations. The industry has also become very competitive with pools competing for new members in a finite market. Larger organizations may leverage their assets to offer short term rates reductions, programs and services to attract new members; while smaller organizations, such as PARSAC and REMIF, are somewhat vulnerable to these aggressive marketing campaigns.

The merger of our organizations will strengthen the pool. It will lead to long term stability and sustainability as we will be able to spread risks and operating costs to a larger base of members. Bigger is not always better. However, when pooling risks, bigger is generally better as there are more members to share losses. The financial impact due to a series of adverse loss years will be diminished because of our larger size. A larger membership base will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. Finally, it will ultimately result in lower operating costs. Consolidating operations will eliminate redundancies, achieve economies of scale, improve service delivery, and we will be in a better position to leverage our larger size for better services, rates and coverage with service providers and excess insurers.

What is the name of the new organization?

The new organization will be the California Intergovernmental Risk Authority (CIRA).

What is the effective date for CIRA?

It is proposed CIRA will begin to provide coverage and services to its members July 1, 2021.

Will my agency have representation on the CIRA Board?

Yes, each member will be represented by one Board Director and one Alternate Director. Each member will have one vote.

What will be the role of the Board?

The duties of the CIRA Board will be very similar to the current PARSAC Board. CIRA Board members will adopt the budget, approve new members, approve dividends and assessments, approve new programs and services, elect officers, etc.

Will the Executive Committee composition remain the same?

No, the Executive Committee will expand from 11 to 13. For the first two election cycles, former REMIF members will occupy at least 5 Committee seats. At least one of these seats will be an officer position (President, Vice President, Treasurer, Auditor Controller). Committee members will be elected to serve a two-year term.

How many Board meeting will there be and where will they be located?

There will be two semiannual Board meetings each year. Although not yet determined, it is very likely Board meeting will continue to be held in Sacramento and will be held in May and December

How long is my agency committed to CIRA membership?

Existing PARSAC and REMIF members must participate for two fiscal years. New CIRA members may withdraw after 5 years.

Will there be any staffing changes?

The staffs of both organizations will be combined. Although there will not be any positions eliminated, job duties and assignments may be reassigned to achieve efficiency and improve service delivery.

What happens to my agency's equity in liability and workers' compensation programs?

PARSAC program equity and assets will not transfer to CIRA. Each organization will retain their respective equity and liability pre-merger. We will continue to determine equity through the retrospective premium adjustment process annually. PARSAC members will determine, independently, how and when pre-merger equity is ultimately returned.

Will my existing claims transfer to CIRA?

No, claims with incident dates prior to the merger (June 30, 2021 or before) will remain with each organization. Each organization will determine, independently, how those claims are concluded.

What will happen to my agency's grant funds?

Grants funds allocated to your agency will remain with you. You may continue to use your grant funds once we become CIRA.

Will there be any change in coverage?

We will continue to offer the same coverages as currently provided, general liability, employment liability, workers' compensation, property, crime/employee dishonesty, special events, etc. We are currently analyzing excess providers for general liability, workers' compensation, and employment liability programs, and exploring alternative property coverage which will provide broader coverage and potentially lower costs. In the coming months, the analysis will be presented to the Transition Committee for review. In addition, REMIF offers a self-funded health program and this will be available to PARSAC members.

How will the merger affect my annual program premium contributions?

We will be allocating fixed costs to more members and this will reduce overall administration costs. Funding rates will be more stable (in the long term) as the predictive value of our loss data become more credible with a larger membership base. The actuary will complete his funding analysis later this year. Although there will be normal contribution adjustments due to changes in members' payroll and loss experience, our goal is to limit rate changes to no more than +/- 10% due to the merger.

Where will the CIRA office be located?

The CIRA office will be based out of our current PARSAC location. REMIF will continue to maintain and provide certain pre-merger programs and services through its Sonoma office, as well as house some CIRA employees. The operating expenses for both buildings relating to CIRA's self-funded and insured programs (liability, workers' compensation, property, etc.) will be allocated to all CIRA members.

Will PARSAC members be able to participate in REMIF's self-funded health program?

Yes, PARSAC members will eligible to participate in this program if they meet all qualifying underwriting standards.

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (“CIRA” or “Authority”) (“Agreement”), formerly known as the Public Agency Risk Sharing Authority of California (“PARSAC”), is entered into by and among the public entities, hereafter referred to as “Members”, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix “A”, attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 (“Effective Date”).

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).
2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.
3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.
4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.
5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.
6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).
7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.
8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
 2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.

PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.

POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

**ARTICLE XI.
ADMISSION OF NEW MEMBERS**

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

**ARTICLE XII.
WITHDRAWAL**

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

**ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS**

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

1. City of Arcata
2. City of Amador City
3. City of Avalon
4. City of Belvedere
5. City of Blue Lake
6. City of California City
7. City of Calimesa
8. City of Calistoga
9. City of Citrus Heights
10. City of Clearlake
11. City of Cloverdale
12. City of Coalinga
13. City of Cotati
14. City of Eureka
15. City of Ferndale
16. City of Fort Bragg
17. City of Fortuna
18. City of Grass Valley
19. City of Healdsburg
20. City of Highland
21. City of Lakeport
22. City of Menifee
23. City of Nevada City
24. City of Placentia
25. City of Placerville
26. City of Plymouth
27. City of Point Arena
28. City of Rancho Cucamonga
29. Rancho Cucamonga Fire Protection District
30. City of Rancho Santa Margarita
31. City of Rohnert Park
32. City of San Juan Bautista
33. City of Sebastopol
34. City of Sierra Madre
35. City of Sonoma
36. City of South Lake Tahoe
37. City of St. Helena
38. City of Tehama
39. City of Trinidad
40. Town of Truckee
41. City of Twentynine Palms
42. City of Ukiah
43. City of Watsonville
44. City of Wheatland
45. City of Wildomar
46. City of Willits
47. Town of Windsor
48. Town of Yountville
49. City of Yucaipa
50. Town of Yucca Valley

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. “**Agreement**” shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. “**Alternate**” shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. “**Board**” or “**Board of Directors**” shall mean the governing body of PARSAC.
- D. “**Bylaws**” shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. “**Claims**” shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. “**PARSAC**” shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. “**Covered Loss**” shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. “**Deposit Premium**” shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. **“Self-Insured Retention”** or **“SIR”** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. **“Workers’ Compensation Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers’ Compensation Program.
- W. **“Group Purchase Programs”** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

**ARTICLE II
PARTIES TO THE AGREEMENT**

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

**ARTICLE III
PURPOSES**

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

**ARTICLE XIV
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

**ARTICLE XVII
PARSAC MEMBERSHIP**

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

**ARTICLE XVIII
MEMORANDA OF COVERAGE**

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX
SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a “Fund Balance Reserve” (“Reserve”) equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity’s adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the “Fund Balance Reserve Resolution” prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity’s self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers’

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

**ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES**

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

**ARTICLE XXV
TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS**

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXX
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: _____
By: _____
Name/Title

Attest: _____
Deputy Secretary, PARSAC

Member Entity: _____

Date: _____
By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX “A”**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]****MEMBER ENTITIES**

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

Appendix "C"

Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations Dated May 25, 2017

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS**

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]****MEMBER ENTITIES**

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

Meeting Date:	October 21. 2020	Agenda Item Number	13.e		
Agenda Item Title	COVID-19 Update & Reconfirm Existence of Local Emergency				
Presented By:	City Manager				
Type of Item:	X	Action		Discussion	
Action Required:		No Action		Voice Vote	X
					Information
					Roll Call Vote

RECOMMENDATION:

Discuss COVID-19 and Reconfirm Existence of Local Emergency

DISCUSSION:

This agenda item give's the council, staff, and public a chance to address any concerns or provide any updates from the COVID-19 Pandemic. The council may also choose to reconfirm the existence of a local emergency at this time.

ATTACHMENTS:

None

Section 14

CORRESPONDENCE

Correspondence Files are available for review at City Hall during regular business hours, Monday through Thursday, 9am to 4pm.

CITY OF FERNDALE

POB 1095

FERNDALE, CA 95536

"A Historic Victorian Village"

September 29, 2020

To: John Donnelly, Executive Director
State of California
Wildlife Conservation Board

Re: Support Letter for the 2020 Final Restoration Planning on Williams Creek

Dear Mr. Donnelly,

The City of Ferndale is very supportive of the Humboldt County Resource Conservation District's 2020 proposal for Final Restoration Planning on Williams Creek. Williams Creek annually causes flood impacts to the area due to its undersized channel. Fish and wildlife habitat are also greatly compromised due to the degraded channel corridor. We appreciate the multiple benefits that will be achieved with the ultimate implementation of the restoration project.

Though Williams Creek is located outside of the City of Ferndale, the area is identified within the City's General Plan and its Safety Element document. Multiple annual flooding closes roads to general traffic and emergency vehicles as well as compromises city water supply infrastructure. Restoration of Williams Creek will also allow the larger Salt River Ecosystem Restoration Project to complete the remaining mile of the Salt River channel restoration to the Williams Creek and Coffee Creek watersheds. Currently these watersheds are disconnected. Upon re-connection, the hydrologic system will once again be united providing enhanced water flow and fish passage to a majority of the larger Salt River watershed.

We respectfully encourage you to support The Humboldt County Resource Conservation District's efforts to finalize planning for Williams Creek; for its habitat restoration, flood damage reduction, and economic revitalization potentials.

Sincerely,

A handwritten signature in blue ink that reads "Jay Parrish". The signature is stylized and includes a long horizontal flourish at the end.

Jay Parrish

City Manager

cityclerk@ci.ferndale.ca.us

From: David S Kilmer <dskilmer@yahoo.com>
Sent: Sunday, October 4, 2020 4:22 PM
To: citymanager@ci.ferndale.ca.us; cityclerk@ci.ferndale.ca.us
Cc: ELIZABETH(Wife) Kilmer
Subject: Steven Nunes Property
Attachments: IMG_6368.jpg; Untitled attachment 00018.txt; IMG_6369.jpg; Untitled attachment 00021.txt; IMG_6370.jpg; Untitled attachment 00024.txt; IMG_6371.jpg; Untitled attachment 00027.txt; IMG_6372.jpg; Untitled attachment 00030.txt; IMG_6373.jpg; Untitled attachment 00033.txt; IMG_6374.jpg; Untitled attachment 00036.txt; IMG_6375.jpg; Untitled attachment 00039.txt; IMG_6377.jpg; Untitled attachment 00042.txt; IMG_6378.jpg; Untitled attachment 00045.txt; IMG_6381.jpg; Untitled attachment 00048.txt; IMG_6383.jpg; Untitled attachment 00051.txt

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Jay Parrish, City Clerk,

I have attached several photos of several pieces of heavy equipment being operated next door with the noise that goes with it, along with stacks of wood building materials dated from September 26 this year to the present day, Oct. 4. My understanding was that he had a cease & desist order from using his property like a commercial corporation yard in a residential zone.

Furthermore we came home this afternoon to see him finishing up digging up what must be a channel in the wetlands that has been inspected several times by the Ferndale Drainage Committee and California Fish & Wildlife. One picture in this set of photos shows the end of what appears to be a wooden form for a sluice being dragged downhill into that channel in the wetlands. It appears that he may be preparing to pour concrete there, violating clear directives to not damage the natural wetlands. Or as an alternative he may be wanting to put a drainage pipe in that sluice and then cover it over. It appears that there is a series of these sluices going right up that wetlands.

My understanding when I talked to the members of the Drainage Committee when they came here, with Mr. Nunes present, was that Mr. Nunes had expressed his desire to put a drainage pipe there on his property, which is upstream of our property, Members of the Drainage Committee said in front of all of us, that while the whole drainage here needs to be improved, that any improvements must begin DOWNSTREAM and then work up to Mr. Nunes's property. I thought that this would in fact stop his plans to put a pipe in there. Has he been given permission, either formal or informal to put a pipe in upstream? Is there supposed to be a permit process, before the Drainage Committee, Planning Commission and/ or City Council? Did he receive any permits for this?

At the time the Committee was here he asked if we could put a pipe through our yard as well to carry the water to the culvert where the inadequate 12" pipe goes underground, under Rose, where water emerges overground on the north side of Rose. Since that existing pipe is woefully too small, and costs appear to be prohibitive to enlarge it, I would have thought that putting any pipe further upstream, like on Mr. Nunes property would not only be illadvised but prohibited. It's not clear if what Mr. Nunes is constructing will reduce or make worse the seasonal flooding in this neighborhood, affecting several properties, let alone being compliant with the Drainage Committee's plans or recommendations.

My further understanding was that he was directed to in fact restore the wetlands, that he has filled, removed riparian trees and pumped water out of. This continued action in direct disregard of both the letter and the spirit of these instructions is outrageous. We are hoping that the City of Ferndale will finally do something.

There's another and better picture of the sluices or wooden form coming separately.

Sincerely,

David & Elizabeth Kilmer

~~500/2 Watson Ave, PO Box 1246~~

cityclerk@ci.ferndale.ca.us

From: D R <foggydogs11@yahoo.com>
Sent: Saturday, October 10, 2020 9:29 PM
To: cityclerk@ci.ferndale.ca.us
Subject: Official Complaint against Ferndale City Council Members

Follow Up Flag: Follow up
Flag Status: Flagged

Hello I am David Reilly 1996 Market Street, Ferndale (County) CA 95536. I am deeply concerned with a story that was written in the Ferndale Enterprise by two members of the City Council. I believe their story was an ethics violation. They identified themselves as members of city Council then went on to insult, humiliate, and speak negatively about a citizen's of Humboldt County sign. For Ferndale City Council to criticize a sign in the County that they have no jurisdiction over is offensive and I think unprofessional.

The First Amendment of the US Constitution is a RIGHT we all have that limits governments not citizens. Ellin Beltz and Jorgen Von Frausing Borch both need to resign from their jobs in city council.

Their attacks on Mr. DelBiaggio's character, and their attempts to have him remove his sign on private property in Humboldt County is outside the scope of their official duties. They did not write this story as citizens, it's clear they are speaking as members of Ferndale City Council. Well over one thousand people live in the valley who shop, bank and do other business in your city. This story is offensive to us. In my 18 years here on Market Street I've never seen the Ferndale City Council attack county citizens. We matter.

The Ferndale City Council has to focus on issues within city limits. I also believe the Ferndale City Council should publicly apologize to Mr. DelBiaggio for their allegations his sign is racist.

Ferndale CA is known not as a Liberal or Conservative town but a place where everyone gets along. Cowboys, Artist, Veterans, Cops, Hippies, Dope Growers, Farmers, business people, Cooks, Gardeners, we are all Neighbors.

Stop turning us against each other.

Dave Reilly

Section 15
COMMENTS FROM THE COUNCIL

Section 16
REPORTS

City Manager's Report
Commissions and Committee Reports
Minutes from JPAs and Reports

City Manager's Report
for October, 2020 City Council Meeting

CITY MANAGER (Reporting September 10 – October 14, 2020)

Meetings

- Kiwanis meeting 1st Tuesday of the month at 4:30 pm
- Drainage Committee Meeting- August 1, 3:00-5:00 pm Zoom
- Drainage sub-committee tour of Drainage Master Plan project sites to prioritize

The following is a summary of the drainage projects that the Drainage Subcommittee reviewed during our site walks on September 17, 2020 and September 24, 2020.

1. Rose Avenue Culvert.

This is the culvert that starts behind Mayor Sweeney's house and runs northerly towards Rose Ave.

We discussed the different methods of replacing the pipe. We decided that replacing the pipe from the surface was most likely not feasible due to the existing structures and personal property making that method difficult. Most probable would be the method of pipe bursting to replace the existing pipe which would have minimal impact at the surface.

In lieu of replacing the pipe at this time, we discussed running a camera down the pipe to determine the condition and to possibly add some cleanouts along the length of the pipe to help keep the pipe clean of debris.

2. Rose Avenue Gutter at Watson Ave. (not on original list)

Next, we looked at the Gutter on Rose Ave at the corner of Watson Ave. It appears that the gutter/sidewalk is sunken, and the lip of the gutter is very shallow. This has caused a low point to occur at this location and the water pools.

Ideas were discussed of raising the sidewalk/gutter to eliminate the low point or adding a drainage inlet. If a drainage inlet were added, we would need to determine where this would go and if grades would allow installation to existing drainage infrastructure.

3. Herbert Street Storm Drain System and Dewey Ave.

This project proposes to install a new drainage inlet at the intersection of Herbert St. and Dewey Ave. and install a 48" pipe down to the East side drainage channel. A couple of Drainage inlets would also be added along Dewey Ave. As noted in the 2004 DMPU, the Herbert St. storm drain at the intersection of Berding St. is undersized and causes flooding along Herbert St. It goes on to say that there is additional flooding that occurs on Dewey Ave.

We walked down Dewey Ave. to look at site conditions. It appeared that Dewey Ave. is fairly flat and if anything, slightly slopes toward Herbert St. We discussed the possibility a larger storm drain at the existing outfall at the Herbert St. and Berding St. intersection. No conclusion was reached without further analysis.

4. Intersection of Shaw Ave. and Berding St.

Most of drainage of the downtown district along Main Street and Berding flow to this point. Even under smaller storms there is a potential for drainage to flood the intersection. It was discussed whether or not the drainage was contained within the gutter and then overshoots the DI or whether the drainage sheet flows across the street prior to entering the DI. The consensus was that the drainage is contained in the gutter and overshoots the DI. The 2004 DMPU notes that the drainage pipes have the capacity to handle the 25-year storm so it's just a matter of getting the drainage into the pipes.

It is recommended to add an additional DI 100' to 200' upstream on both Shaw Ave and Berding St. to capture part of the flow prior to getting to the intersection. The idea would be to limit the gutter flow as it approaches the intersection.

5. Ambrosini Lane Culvert

The Ambrosini Lane culvert starts at the northeast corner of the Christie property. It appears to be a very old CIP arch culvert (possibly no bottom) and with very little cover at the crown of the pipe. Since it was CIP it appears that the start and end are different sizes. According to the 2004 DMPU this pipe is undersized and needs to be increased to a 48-inch pipe.

We discussed the issue that this pipe is in the county and will need county participation to do anything. We also discussed that if it did get replaced, we would attempt to do a straight run from the inlet to existing county ditch. Currently it goes around the existing building on the property. We also discussed the Christie parcel and working with Christie to possibly create a permanent detention basin and eliminate the need to modify the existing pipe.

6. Market Street Culvert

Since the 2004 DMPU the Nielson Company building was constructed and includes a drainage basin near the inlet of the subject culvert. Now the culvert only handles overflow from the basin and has not been an issue for the last 15 years.

We walked further down Market Street and discussed flooding that occurs further to the north. There appears to be an existing ditch on the West side of Market Street that at some point has been filled in. It was discussed opening this ditch back up to connect with the existing ditch approximately 400-feet further to the north on Market Street. This should alleviate flooding on the west side of the street. There was a discussion of whether all of Market Street was in the County or only half of the street.

7. Van Ness Drainage Inlet at Bridge (not on original list)

We looked at the small drainage inlet located at the bridge. It was discussed and recommended that a larger inlet and pipe be installed in place of the existing DI. It was also recommended to patch the curb that was cut to remove the drainage but is now causing the sidewalk wood members to rot.

8. Fern Street Bridge (not on original list)

On September 3, 2020, Jay, Tom and I looked at the Fern Street Bridge. The upstream west bank is experiencing some significant sloughing into the creek. This has apparently been caused by a length of the bank that was not armored during the previous restoration of the creek. This is causing a reduction in flow at the bridge and could create a flooding issue

down Fern Street.

Ideally, we would remove the sloughed material and armor the bank as a single project. However, in the short term it might be best to at least remove the material to allow the creek to flow at full capacity and work on the bank armoring at a later date. Without the armoring the bank will eventually slough again and possibly faster and bigger than it did before, which then becomes a detriment to the adjacent property.

9. Arlington Avenue & 5th Street Drainage Project (not on original list)

The City has a plan to divert drainage from Arlington Avenue into the Fairgrounds to 5th Street then north to Van Ness, across a County-owned parcel to a proposed wetland (water retention facility) then to further convey storm water across private pasture land (outside city limits) to the Salt River.

- City Council Regular Meeting- September 16- 6:00pm-9:30pm
- City Manager Meeting September 17th- 3:00-5:00 pm
- Public Works: Focused on vegetation removal in drainage ditches and street sweeping. Have completed most of the drainage ditches and cleaning out drainage culverts. Public Works did a great job cleaning out most of the drainage easements throughout town and some of the ditches. We try to do all the easements and ditches at least every two years. We are now concentrating
- City Engineer: Numerous meetings to relay City projects and priorities. Met numerous times going over on-going projects and relaying information to bring engineer up to date on projects and needed infrastructure improvements. Bidding process was completed and lowest qualified bidder was chosen and all the bonds and insurance requirements were reviewed and RAO will be starting Shaw and 4th soon. Engineer finished up the bid requirements for Washington and that went out to Bid and we should be able to perform that project before the end of the construction season.
- Weekly training bulletin from ERMA.net. This is an online training program that I have participated in since 2006 as a requirement from our Risk Management Authority.
- Employee meetings and personnel issues.
- Numerous one-on-one meetings and discussions and updates with council members regarding current issues and projects. Continuing outreach program with Council to give institutional background on City projects, policies and programs. Each council member has individual items of interest and we try to fill in as much information as we can so that each council member feels like they have a strong base of understanding of the history of City policies so they can make informed decisions in the future. We try to recommend that council members listen to community members and decide whether they should direct citizen to staff or if they should recommend to city manager to put issue in front of the council at a regular or special meeting so that the whole body can discuss the issue. Each council member has earned the right to weigh in on issues and may bring important and convincing information to the discussion that needs to be included in the deliberation process. This process is also designed to keep a council member with the ability to have an open mind before what could be a vote of the council.
- Library Mandated Improvement for Safety and ADA compliance: We have completed the first round of barriers to the Library. Improvements will now continue with a second list of necessary ADA and Safety improvements. The architect has signed off on our initial ADA project and now we will continue our collaboration with the Friends of the Library (Friends)

and the County to comply with their remaining requirements to remain a facility that is open to the public and staff, that is fully compliant with current regulations and California building code. We received the second list of necessary improvements from the county as to the state architect inspection report. We are going through it and have found a number of things that the City will not be responsible fiscally to replace or renovate. There were some items for improvement on Main Street and this was moved off our list to Caltrans as their responsibility. The County is going to be responsible for a number of signs in the inside of the building. There is about 80 pages of improvements that we are analyzing with the Friends of the Library representatives and will then go over with county representatives who will oversee the plan of action we have to make sure we will be compliant with architects' requirements. Update: This has been pretty much on hold until we get a handle on the Covid-19 situation as of this printing. We are hoping to get back to this soon.

- Climate Action Plan- Fourth Thursday of the month from 3:00-5:00 pm: We are in the final stages of the Climate Action Plan (CAP). Our planner and I have been attending and having conversations with county representatives developing and participating in a state mandated Climate Action Plan. The county is offering to include the cities of Humboldt in their plan with just minimal financial support. We have begun this process and have had meetings already and we have been offered a grant by RCEA, and the county will be covering most of the cost of our participation. We have agreed to join this plan and I will attend and participate in monthly meetings to develop this plan as our part in the funding requirements. The plan will be focusing on reducing greenhouse gas emissions by 40% by 2030. We have a near completed list of GHG reduction policies, and completed final drafts of the inventories and forecasts. Overall, we hope to have a completed draft by the end of this year. We're preparing a list of around 50 detailed measures informed largely by one-on-one meetings with city staff and the discussions we've had as a group. Many of these draft measures include a GHG reduction potential, cost/savings analysis and implementation strategy. Once the committee settles on a plan, we will bring it to the council for approval. I have met with the county's representative, a number of times with and without our Planwest representative. This has been put on the back burner by county while we work on the Covid-19 pandemic. Connor McGuire the county's representative is working on this and will get back to the rest of us soon to bring to the council he told me last week. Update: We have begun to meet again every month for the next six months.
- Numerous communications with county emergency response officials, league of cities representatives, and local emergency response representatives regarding the Coronavirus related events, conditions and best practices. It is still important at this point to wash your hands after being in an environment where other people have been, cough into elbow, try not to be in crowded events, and where a mask. The council in a Special meeting every other week confirm the Emergency Proclamation and stress the desire and opinion that we need to try and promote the wearing of masks, and the rest of the guidelines from the federal, state, and county agencies. It was an emergency concern when this started back in February and March and has only gotten worse as to the number of people that have tested positive, and so the medical side of pandemic is more dire. The other aspect of the Covid-19 pandemics that is not so clear is that the guidance agreed by most of our top medical and scientific professionals does not seem to be having universal acceptance by our businesses and citizenry. Wear a mask, social distance at least 6' apart, wash your hands, don't touch your face, cough into your elbow, and stay home if you can. This pandemic that is causing worldwide health and financial problems will not go away in the short term. One thing we could do without much pain and inconvenience is to follow the simple tools that we have

been repeating over and over, and that is to mask up when appropriate, keep your distance always, wash your hands often, and stay away from other humans if possible. If you are human you can catch the virus and spread it to others whether you are related, loved or hated. If not for yourself, for those around you: Keep your virus to yourself, no one else wants it. If you respect us, and we respect you, we will all wear a somewhat inconvenient mask. Nothing else is relevant.

- Numerous conversations with Rick Hill regarding possible grants. We still remain vigilant in looking for all available grants that can help us improve our roads and infrastructure. Rick did a great job keeping Paul, Annje and I moving forward on the grant. Although we did not ultimately get awarded the grant it has given us a template to build on in the future. We do need to find a solution to the westside stormwater that avoids that need to go into the fairgrounds which is to dysfunctional and to costly to fix and not our property to maintain.
- Negotiating with US Bank for easement for undergrounding project. Called a couple of representatives regarding the donation of the green beside the US bank parking lot. Have had a number of discussions with US Bank who understand that we need this attended to soon. Finally received approval for a easement on their property for the transformers. Should have a number of agreements with PG&E that will allow PG&E to develop the design and engineering for the project. This may take more than a year to develop. Although the bank recently has decided to close their bank in town, they have not withdrawn their offer for the easement for the transformer easement.
- We received approval of the California Street sewer collection system grant (Prop 1 \$326,000) from the state and county and should be moving that forward sometime after October and maybe construction by May of 2021.
- Numerous discussions with Tesla representative and Mike Avcollie from RCEA regarding the opportunity to get a backup system for our wastewater facility that can also be used to lower our energy costs. This may increase our awareness as to how we can create a larger community wide micro-grid that we can use during future outages. On Friday September 18th the Tesla Team will conduct a site survey for the new battery system at the Wastewater Facility. They have already started work and designing on this project. Looking to fit an array of solar panels at the police station within the parameters of what the council approved last month.
- Still negotiating with Silva's on the property to add to Russ Park. We fill that we are very close, and hope to have an agenda item to move to a completion at next council meeting.
- Worked closely (social distancing) Mayor to keep our attention on the council's goals and priorities and think we have done a remarkable job considering the codiv-19 demands on our time. It has been a rough eight or nine months and it looks like it may last at least six more months if things go well. Keep in mind we cannot fire on all cylinders if we are not 100% open. Our best scientists say that the mask and social distancing are our best path to recovery without restrictions.

Staff Reporting September 1-30, 2020

CITY CLERK ACTIVITY

Meetings

- Meetings with City Manager regarding work activities and council agenda.
- Attended:
 - City Council Regular Meeting 09/16/2020
 - Design Review Meeting 09/03/2020
 - Drainage Committee Meeting 09/03/2020
- Wrote agenda items and compiled packets for:
 - Regular City Council Meeting 09/16/2020
 - Design Review Meeting 10/01/2020
 - Drainage Committee 09/03/2020
 - Began agenda compilation for City Council Meeting 10/21/2020
- Transcribed, drafted meeting minutes and uploaded meeting videos for:
 - City Council Regular Meeting 09/16/2020
 - Design Review Meeting 09/03/2020
 - Drainage Committee Meeting 09/03/2020
- Posted all meeting agendas and public notices on the City Hall and Post Office bulletin boards, and on the City Website.
- Uploaded meeting packets to City Website.
- Correspondence with City Planner and Engineer regarding projects
- Had monthly performance review with City Manager

Projects

- Assisted the public via telephone and email, answering questions and information requests.
- On-going communications with contract Engineers and City Planner about agenda items before the City Council and Planning Commission Meetings.
- Processed Business License Renewals and Dog License Renewals; mailed out late notices.
- Calculated and collected fees for building permits and sent applications to Arnie to be checked
- Numerous call Building Inspector to review plans and finals on projects
- Sent and received emails daily.
- Pick up and distribute City correspondence.
- Organized and filed paperwork.
- Filed approved Minutes
- Inventoried and ordered office supplies
- Processed checks, created revenue spreadsheet and deposit checks into the bank.
- Responded to Public Records Act requests.
- Maintained minute, resolution, ordinance and agenda binders.
- Contacted Mayor re: upcoming agenda
- Read weekly ERMA bulletins
- Updated 2020 Possessory Interests Spreadsheet.

- Sent Building Permit reports to Assessors office and Construction Industry Research Board.

FINANCE OFFICER ACTIVITY

Tasks:

- Meetings with City Manager – re: office issues and financial reports
- Assisted City Manager with HR/personnel issues and filings
- Processed Payroll/Payroll Tax Payments
- Processed Accounts Payable
- Processed Accounts Receivables
- Reviewed ERMA and HR bulletins
- Assisted at the front desk and answered phones
- Completed process of CARES ACT expenditure reporting – Cycle 1
- Worked on audit for FYE 6/30/20, assisting auditors with support of financial processes

CITY PLANNER ACTIVITY:

General Planning Services

Task 1 Response to Public Request for Info

- Community inquiry– Responded to R2 zoning question and 3rd Street lot merger inquiry.

Task 2 CEQA Compliance

- Followed up with County staff about comment letter submitted for Fairgrounds IS/MND.

Task 3 Community Planning – Reporting, Transportation Planning, Other Planning Activities

- Coordinated City planning activities including updating tracking sheets for planner activities.
- Revised draft fence ordinance based on input from Planning Commission.

Task 4 Meetings & Hearings, and Materials:

- Planning Commission – None
- City Council – prepared staff reports for planner activities and draft fence ordinance; participated in September 16th meeting.
- City Manager & City Clerk – meetings, calls, emails, research
- Drainage Committee – Reviewed agenda packet.
- HCAOG Technical Advisory Committee – Participated in September 3rd TAC meeting.
- Humboldt County Climate Action Plan – reviewed CAP materials; participated in September 17th meeting; discussed follow up actions with City Manager

Task 5 GIS Mapping – none

Task 6 Grant Writing/Funding Coordination – spoke with Prop 68 representative; prepared draft resolution for City Council (held till Oct); revised Prop 1 Round 1 Environmental Information Form and submitted to County; reviewed Local Road Safety Plan grant funding. Researched City DBE list in response to State Water Board form request.

SB 2 Grant Projects

- Land Use Element Update – Reviewed project schedule, draft documents, and coordinated with City Manager.

Reimbursable Fees

- Cream City Investments (SD-1826 - previously Budwig Minor Subdivision) – None
- Frink LLA - None

CITY ENGINEER ACTIVITY

General City Engineering Services:

- Phone calls / emails with the City Manager regarding various City items.
- Answer various questions from the public.
- Shaw & 4th Street Intersection Project
 - Finalized contract document with RAO Construction.
- Washington Street Storm Drain Replacement
 - Make minor plan modifications prior to Bid.
 - Final Bid Documents Preparation. Project ready to go out to bid on 10/1 with bids due on 10/16.
- Drainage Committee
 - Attended the Drainage Committee Meeting in September.
 - Met with Drainage Subcommittee in the field on two occasions to review potential drainage projects as noted in the 2004 DMPU.
 - Review projects with Drainage Subcommittee to come up with a priority list of the drainage projects

Reimbursable Project Services:

- Nunes Grading Permit – Grant Street
 - No Update
- Adams Minor Subdivision – Fifth Street
 - Awaiting signed Improvement Plans to be submitted from the Applicant.
- Frink LLA2005 – A St.
 - Application is deemed complete and formal review by the City to begin.

WASTEWATER OPERATIONS

- Monthly samples prepared and sent to North Coast Labs
- Operators perform lab tests daily to measure efficiency of plant
- Lateral inspection 1085 Cream Court
- Monthly eSMR (electronic State Monthly Report) prepared and submitted
- Monthly no spill verification report completed on CIWQS website
- Lateral inspection 650 Washington St.
- Lateral inspection 1345 Main St.
- Front gate chain oiled each Monday
- Talk to Brian Ontiveros about calibrating creek flow measurements for upcoming discharge season
- Inspect manholes throughout town weekly
- Tesla on site survey to determine what is needed to install backup batteries
- Weekly maintenance performed on UV banks
- Fix SCADA computer bug
- Dewater for total of 12 hours. Sludge dried at old site
- Replace blower belts
- Operators cleaned walls and catwalk
- Backup at children's center
- Turned sludge at old site weekly

- Clear brush around gate at old site
- Removal of duck weed from clarifiers on weekly basis
- Backup cleared on Eugene St.
- Prepare discharge ditch for upcoming winter
- Pipes moved to west side of Sousa ranch,
- Billed RotoRooter, Taylor Enterprises, Steve’s Septic and Wyckoff a total of \$8,360.25 for the month of August. 47 total dumps for total of 76,050 gallons.
- Total flow through the plant in September was 4.2 MGD. Of that, .5 MGD was pumped to retention pond. Average irrigation to Sousa ranch was .113 MGD.

PUBLIC WORKS STAFF ACTIVITY

- Continued with monthly and daily duties. Such as, cleaning and maintenance of city's bathrooms, mowing of city's owned properties, cleaning of storm drains, keeping streets clear of debris and the maintenance of city's facilities.
- Serviced street sweeper.
- Trimmed tree's back on Ocean Ave.
- Trimmed tree's and hedge at north end of town.
- Cut back brush and limbs at Russ Park's parking lot and smoothed out gravel pile.
- Cleaned butters on Community Center.
- Snaked a possible sewer plug at Children’s Center.
- Replaced wax ring on a toilet at Children Center.
- Trimmed tree's off of roof behind the Community Center.
- Emptied trash cans on Main St.
- Trimmed tree's behind PD.
- Trimmed tree's back along Cleveland St.
- Replaced State flag at City Hall.

POLICE DEPARTMENT

Staff continues to monitor and engage the community regarding the City’s and County’s response to COVID-19.

Staff continues to work on the Measure Z project regarding a new records management system. The new system “RIMS” is now in use by the department. Officers attended a two-day training and supervisor attended a third day of training. With this new system, the department is now able to work closer together with almost all law enforcement agencies within the county.

Police Statistics – for Sept. 2020

SERIOUS CRIMES	Number	Cleared
Homicide	0	
Rape/sexual battery (Attempted)	1	1
Robbery	0	
Larceny	0	
Assault	0	
Burglary	0	

Vehicle Theft	0	0
TOTAL	1	
SECONDARY CRIMES		
Calls for Service	270	
Reports Written	7	
Traffic Citations	6	
Other Citations	0	
Parking Citations	0	
Warnings	84	
ARRESTS	7	
AGENCY ASSISTS	15	
TRAFFIC COLLISIONS	3	

City of Ferndale, Humboldt County, California USA
Design Review Minutes for the 09/10/2020 Agenda - 8:30am meeting

Chair Jeff Farley opened the teleconference meeting at 8:35 a.m. Committee Members Ellin Beltz and Jorgen von Frausing-Borch were present along with City Clerk Kristene Hall.

Modifications to the Agenda: None.

Approval of Previous Minutes: Approval of the July 23, 2020 Meeting Minutes. **(von Frausing-Borch/Beltz) Unanimous**

Public Comments: No Comment

828 Main Street: Committee Members were presented with an application to construct a small white picket entrance fence in the front yard of the property as well as a plant post. City Clerk Kristene Hall explained that plant post would be reclaimed wood from the original back porch that was replaced previously. The committee did not have any questions or concerns. **MOTION:** to approve the repainting of the residence using the approved paint colors as stated in the application. **(von Frausing-Borch/Beltz) Unanimous**

479 Eugene Street: Committee Members were presented with an application to repaint the exterior of the residence. City Clerk Kristene Hall stated there were some placement of colors that needed to be swapped. Hall also stated there were some minor color changes on the fine trim that may change. The committee stated a few minor changes were fine and the applicant would not have to come back to the committee for the minor changes. Hall informed the applicant that if there were major color changes though, they would need to come back to the committee. **MOTION:** to approve the. **(von Frausing-Borch/Beltz) Unanimous**

Correspondence: None

Committee Member Comments: Committee Member Beltz stated concerns on a letter sent in by the City to the Humboldt County Planning Commission.

Meeting adjourned at 8:48 am

Respectfully submitted,

Kristene Hall
City Clerk

MINUTES
CITY OF FERNDALE - HUMBOLDT COUNTY U.S.A.
DRAINAGE COMMITTEE MEETING

September 3, 2020

Chairman Sweeney opened the meeting at 3.00 pm. Those present were Tom Stephens, Bill Becker, Jeff Farley and Jim Bass along with City Staff: City Manager Jay Parrish, City Engineer Brian Ontiveros and City Clerk Kristene Hall. There were no modifications to the agenda. No public comments were offered.

BUSINESS

Interview Applicants for Outside City Limits Member and Recommend Appointment to City Council: Mayor Sweeney discussed the process and named the two applicants. Sweeney stated only one applicant was present and questioned if the other applicant had been notified. Staff stated the other applicant had been notified but was not sure if he received the message intime for the meeting. Sweeney questioned members of the committee if they would like to move forward with the recommendation. Committee Members stated they would like to forward.

MOTION: to recommend to City Council the appointment of Wayne Ambrosini to the Drainage Committee. **(Stephens/Becker) Unanimous**

Discuss Fern Avenue Sediment Dump and Create Action Plan: Mayor Sweeney presented a draft action plan created by Tom Stephen. The Committee discussed the problems with the Fern Bridge due to the bank failure upstream. The committee went the proposed draft action plan. Angie Dodd spoke on the Hazard Mitigation Grant. **No Action**

Discuss 2004 Drainage Project Priority List and Create Action Plan: Mayor Sweeney stated at the August Drainage Meeting the committee created a sub-committee to discuss, review, and update the Drainage Master Plan and Priority List. Sweeney added that the sub-committee had not yet met and proposed a meeting date to get started. City Manager Parrish stated he and Tom Stephens would get together and look the list over. Parrish added that after they meet then the rest of the sub-committee can visit each proposed priority list item. Sweeney stated the City Engineer Ontiveros should be included in the initial review with Parrish and Stephens. Mayor Sweeney stated that there will be an update on this at the October Meeting. **No Action**

Discuss 5th Street Drainage Project Elevations from Van Ness to Port Kenyon Road: Tom Stephen presented concerns on gradient from Arlington DI to 5th Street and from Van Ness to Port Kenyon Rd on drawings that were presented for the Drainage Grant. Angie Dodd explained that details on the grant application were extremely conceptual. Dodd added that a survey is needed to figure out what the actual gradient would be. Dodd added that until the grant is obtained, the details are conceptual and questions on the project at this point are

premature. Committee Members discussed some of the proposed drainage project included on the grant and the current drainage problems now. **No Action**

Correspondence: None

Comments: None

Mayor Sweeney adjourned the meeting at 4:13 pm

Respectfully submitted

Kristene Hall
City Clerk



HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
Regional Transportation Planning Agency
Humboldt County Local Transportation Authority
Service Authority for Freeway Emergencies
 611 I Street, Suite B
 Eureka, CA 95501
 (707) 444-8208
 www.hcaog.net

BOARD OF DIRECTORS
MEETING RECORD

Regular Meeting
 August 21, 2020, 4:00 p.m.
 Conducted via Zoom Video Communications
 (in accordance with Executive Order N-29-20)

Present:

Supervisor Estelle Fennell (Chair)	County of Humboldt
Mayor Michael Winkler	City of Arcata
Mayor Adelene Jones	City of Blue Lake
Councilmember Robin Smith	City of Ferndale
Councilmember Mike Johnson	City of Fortuna
Councilmember Susan Strahan	City of Rio Dell
Councilmember Jack West	City of Trinidad

Policy Advisory Committee Members:

Kevin Tucker	Caltrans District 1
Paul Pitino	Humboldt Transit Authority

Staff:

Marcella May	Executive Director
Oona Smith	Senior Planner
Debbie Egger	Fiscal Administrative Officer
Christie Smith	Executive Assistant

Absent:

Mayor Susan Seaman	City of Eureka
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1. Call to Order/Roll Call

Chair Estelle Fennell called the meeting to order at 4 p.m. Executive Assistant Christie Smith called roll for attendance.

2. Adjournment of the HCAOG Board; Convening of the Policy Advisory Committee (PAC)

The PAC convenes to include representation from Caltrans and the Humboldt Transit Authority Board for items specific to transportation.

3. Public Participation

There was no public participation for items not on the agenda.

4. Approval of the Meeting Record – June 18, 2020

Motion was made (Jones/West) to approve the June 18, 2020, meeting record as revised.

Motion carried unanimously.

5. Consent Calendar

Motion was made (Winkler/Jones) to approve the following consent items:

- c. Active Transportation Program (ATP) Letters of Support
- d. Approval of the City of Fortuna's FY 2020-21 Local Transportation Fund (LTF) Claim

Motion carried unanimously.

6. Items Removed from the Consent Calendar

a. Coronavirus Aid, Relief, and Economic Security (CARES) Act for Federal Transit Administration (FTA) Section 5311 Program Phase 2 Allocations

Marcella May provided a background on the funding and noted that the Staff Report lists the Blue Lake Rancheria as requesting \$50,000. The Rancheria has since rescinded their request due to requirements for the funds. Councilmember West asked how the allocations were selected noting that the City of Arcata received the full amount requested, but the Yurok Tribe received a portion of their requested amount. Marcella reported the Yurok Tribe's request included funding for an additional vehicle. The recommendation by the Social Services Transportation Council was to focus funding on operational requests.

Motion was made (Pitino/Jones) to recommend the HCAOG Board adopt Resolution 20-16 approving the allocations of CARES Act FTA Section 5311 Program Phase 2 funding to the City of Arcata (\$309,000), the Humboldt Transit Authority (\$1,205,573), and the Yurok Tribe (\$123,096).

Motion carried unanimously.

b. Updated Bylaws of the Social Services Transportation Advisory Council (SSTAC) to Reflect New Membership and Add Commitment to Equity Goals

Councilmember Strahan stated that she did not agree with the suggested wording on page 6, in Article 8, with the exception of the updates of the SSTAC's responsibilities. Oona Smith noted that the suggested wording had been approved for use by other professional agencies. Board Members Winkler and Jones suggested revising the wording in Article 8, page 7, to read: "We acknowledge that ~~the foundation of structural racism also causes other~~ there are transportation inequities for the elderly, people with disabilities, and economically disadvantaged people."

Motion was made (Jones/Pitino) to recommend the HCAOG Board adopt the SSTAC Bylaws, as amended.

Motion carried.

Noes: Strahan

Public Comment (*received after the agenda item was heard, but before the close of the meeting*)

Colin Fiske, Coalition of Responsible Transportation Priorities (email attached)

7. PAC Action Items

a. FY 2020-21 Unmet Transit Needs Report of Findings

Marcella May provided a report on the report of findings, and Local Transportation Fund and State Transportation Fund updates.

Motion was made (Johnson/Winkler) that the HCAOG Board adopt Resolution 20-17 approving the FY 2020-21 Unmet Transit Needs Report of Findings determining that there are no unmet needs that are reasonable to meet.

Motion carried unanimously.

b. Regional Surface Transportation Program (RSTP) Formula Review

Marcella provided a report on this item, stating that the Technical Advisory Committee recommended no changes to the current formula. The PAC thanked Marcella May for taking the time to research and report back. No motion required.

c. Regional Transportation Plan Update 2021: Discuss Framework for Revising Performance Measures, Targets, and/or Policies for Climate Change Crisis and Other Plan Elements

The PAC discussed and provided staff with feedback for the 2021 update. It was suggested to create an ad hoc committee to assist Oona Smith on developing quantifiable performance measures. Board Members Winkler and Johnson, and PAC member Tucker volunteered to serve on the ad hoc committee. This item will be placed on the next meeting agenda to discuss additional interest in serving on the ad hoc committee.

Public Comment:

Colin Fiske, Coalition for Responsible Transportation Priorities

Wendy Ring

Marcia Walden

Motion was made (Winkler/Johnson) to create an ad hoc committee to develop metrics in the Regional Transportation Plan.

Motion carried unanimously.

8. Reconvening of the HCAOG Board

Motion was made (Strahan/Jones) to reconvene as the HCAOG Board and approve PAC recommendations.

Motion carried unanimously.

a. Reclassification and Compensation Increase for the Senior Planner Position

Motion was made (Jones/West) for the Board to approve an 8% pay increase for the Senior Planner position and changes to the Senior Planner job description to include duties associated with regional housing and efforts to reduce greenhouse gas emissions in the region.

Motion carried.

Noes: Smith

9. HCAOG Staff and PAC Member Reports

This agenda item is reserved for matters that members of the PAC and staff may wish to present.

a. Caltrans Report on the 101 Corridor Project

Kevin Tucker reported that work continues on the 101 Corridor.

Samoa Wetlands Mitigation Project: the contract was awarded to Steelhead Constructors, based out of Redding. Construction is anticipated to begin in September.

Indianola undercrossing and half signal project: Design is anticipated to be completed by February 2021; Construction to begin in September 2021.

b. Caltrans Report on Last Chance Grade

Geotechnical Phase 2b. is on target for September. Project approval and environmental documentation efforts continue with an anticipated completion date of 2026. Stakeholders are reviewing alternatives and opportunities to save time and money.

c. Report on Eureka-Arcata 101 Safety Corridor Supplemental Patrols

Marcella May presented the report for June and July 2020.

Marcella announced that there will be an online public workshop for the Eureka Broadway Multimodal Corridor Plan on August 25, 2020 from 6:30-8:30 p.m.

10. Adjournment

The meeting adjourned at 6:09 p.m.

Respectfully submitted,
Christie Smith, Executive Assistant



Christie Smith <christie.smith@hcaog.net>

Fwd: Comment on Agenda Item 5.B

1 message

Debbie Egger <debbie.egger@hcaog.net>
To: Christie Smith <Christie.smith@hcaog.net>

Tue, Aug 25, 2020 at 2:47 PM

----- Forwarded message -----

From: **Colin Fiske** <colin.fiske@gmail.com>
Date: Thu, Aug 20, 2020 at 4:22 PM
Subject: Re: Comment on Agenda Item 5.B
To: Debbie Egger <debbie.egger@hcaog.net>

PS - I tried to call in this comment, but was not able to hear the meeting over the phone.--

On Thu, Aug 20, 2020 at 4:21 PM Colin Fiske <colin.fiske@gmail.com> wrote:

The item in question is intended to acknowledge the intersectionality of racism and the other inequities, as racism in the transportation system has tended to also inequitably affect these other groups.

--

Debbie Egger
Fiscal Administrative Officer
Humboldt County Association of Governments
611 I Street, Suite B
Eureka CA 95501
707.444.8208 ext 303



**BOARD OF DIRECTORS**

Sofia Pereira, City of Arcata,
 Elaine Hogan, City of Blue Lake
 Leslie Castellano, City of Eureka
 Michael Sweeney, City of Ferndale, **Chair**
 Rex Bohn, County of Humboldt
 Frank Wilson, City of Rio Dell, **Vice Chair**

Minutes**Thursday, July 9, 2020 at 5:30 PM****Zoom Video Conference Meeting**

Present: Michael Sweeney, Sofia Pereira, Frank Wilson, Elaine Hogan, Leslie Castellano
 Rex Bohn
 Absent: None
 Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman, Tony Heacock
 Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM

Chairman Sweeney called the meeting order at 5:32 p.m. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the June 11, 2020 HWMA Board of Directors Meeting
- b. Receive May 2019-20 Financials

Chairman Sweeney opened the floor to public comment regarding the Consent Calendar. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Pereira moved and Director Castellano seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Pereira and seconded by Director Castellano by the following vote:

Ayes: Sweeney, Pereira, Wilson, Hogan, Castellano, Bohn

Noes: None

Absent: None

3. Oral and Written Communications

Chairman Sweeney opened the floor to public comment regarding items not on the agenda.

Written Communication from Jason Robo was read into the record. A copy of that communication is attached to and made a part of these minutes.

Chairman Sweeney closed the floor to public comment.

4. Eureka Recycle Center Operational Status - Informational Item

Executive Director Duffy provided a presentation and discussed CRV-related activities regarding the Eureka Recycling Center.

Chairman Sweeney opened the floor to public comment regarding the informational presentation.

Linda Wise, General Manager, Recology Humboldt County, discussed the challenges faced by Recology around providing CRV at the Recology Eel River transfer station.

Chairman Sweeney closed the floor to public comment.

5. Hawthorne Transfer Station, Eureka Recycling Center and Cummings Road Landfill Level of Service and Staffing Scenarios

Chairman Sweeney opened the floor to public comment regarding staffing at HWMA facilities.

Linda Wise, General Manager, Recology Humboldt County, spoke to the legislative issues involving CRV and the changes that can be made to improve CRV activity.

Chairman Sweeney closed the floor to public comment.

- Motion:** Director Pereira moved and Director Wilson seconded the motion for a ninety-day suspension of CRV buyback, with the intention that the Board revisit this at the September meeting, where staff will present an update on other options – whether it’s once a month or once a week, or whatever other alternatives, or conversations with other interested parties – so the Board can determine any next steps that the Board would want to take. Further, that if the State does allow for a virtual training during this period that HWMA staff still move forward with receiving that training.
- Action:** Approve the Motion as made by Director Pereira and seconded by Director Wilson by the following vote:
- Ayes:** Sweeney, Pereira, Wilson, Hogan, Castellano, Bohn
- Noes:** None
- Absent:** None

6. Board Member Reports

Director Pereira reported that she may not attend the September meeting of the Board due to having a child, and that her alternate would serve in her place.

7. Executive Director’s Report

Executive Director Duffy reported on the stormwater annual report completion, and thanked HWMA employees for their efforts during the pandemic response.

8. Closed Session: No Need for Closed Session.

9. Adjourn

Chairman Sweeney adjourned the meeting at 8:12 p.m.

Next Meeting: September 10, 2020 at 5:30 p.m. by Zoom Conference Call.

**BOARD OF DIRECTORS**

Sofia Pereira, City of Arcata,
 Elaine Hogan, City of Blue Lake
 Leslie Castellano, City of Eureka
 Michael Sweeney, City of Ferndale, **Chair**
 Rex Bohn, County of Humboldt
 Frank Wilson, City of Rio Dell, **Vice Chair**

Minutes**Thursday, September 10, 2020 at 5:30 PM****Zoom Video Conference Meeting**

Present: Michael Sweeney, Sofia Pereira, Frank Wilson, Elaine Hogan, Leslie Castellano
 Rex Bohn
 Absent: None
 Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman, Tony Heacock
 Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM

Chairman Sweeney called the meeting order at 5:30 p.m. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the July 9, 2020 HWMA Board of Directors Meeting
- b. Receive June 2019-20 Financials
- c. Reject Claim Filed by Lila Chambers
- d. Approve Extension of Agreement with Recology Eel River for Loading Services
- e. Approve 2020-21 Addendum with Golder & Associates for Cummings Road Landfill Monitoring and Reporting Services

Chairman Sweeney opened the floor to public comment regarding the Consent Calendar. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Castellano moved and Director Bohn seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Castellano and seconded by Director Bohn by the following vote:

Ayes: Sweeney, Pereira, Wilson, Hogan, Castellano, Bohn

Noes: None

Absent: None

3. Oral and Written Communications

Chairman Sweeney opened the floor to public comment regarding items not on the agenda.

Garry Penning, of Rogue Wastes, provided an update on the issues of hauling solid waste to the Dry Creek Landfill due to fire closures on Highway 199, and other issues related to fire debris received at the Dry Creek Landfill.

Chairman Sweeney closed the floor to public comment.

4. Update on Eureka Recycling Center

Executive Director Duffy provided an update and presentation on the status of the Eureka Recycling Center, and discussed next steps with the Board of Directors.

Motion: Director Wilson moved and Director Sweeney seconded the motion to direct staff to reopen the Eureka Recycling Center for CRV buyback and recycling drop-off by appointment only, if CalRecycle authorizes such action, and to decertify the Eureka Recycling Center as a CRV buyback facility temporarily if such

authorization is not received and to then evaluate long-term solutions for CRV buyback in the future whether through single or multiple drop-off facilities throughout the County, and to direct the Board Chair to send a letter to CalRecycle, the Cities and County, Senator McGuire, Assemblymember Wood, CSAC, and RCRC regarding the situation faced by HWMA.

Action: Approve the Motion as made by Director Wilson and seconded by Director Sweeney by the following vote:

Ayes: Sweeney, Pereira, Wilson, Hogan, Castellano

Noes: Bohn

Absent: None

5. Board Member Reports

No Reports Received from members of the Board of Directors.

6. Executive Director's Report

Executive Director Duffy noted several items in her report related to fire response at the Transfer Station, and ongoing discussions with Dry Creek Landfill and Bettendorf Trucking regarding hauling during closures related to fires elsewhere.

7. Closed Session: No Need for Closed Session.

8. Adjourn

Chairman Sweeney adjourned the meeting at 7:50 p.m.

Next meeting: October 8, 2020 at 5:30 p.m. via Zoom video conference meeting.



BOARD OF DIRECTORS MEETING MINUTES

August 27, 2020 - Thursday, 3:30 p.m.

Notice of this meeting was posted on August 22, 2020. Vice Chair Estelle Fennell called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:32 p.m., stating that the teleconference meeting was being conducted pursuant to Brown Act waivers included in Governor Newsom's COVID-19 State of Emergency Executive Order [N-29-20](#) of March 17, 2020, and the Humboldt County Health Officer's March 30, 2020, [Shelter-in-Place Order](#). Vice Chair Fennell stated that the posted agenda contained public teleconference meeting participation instructions.

PRESENT: Chair Austin Allison (arrived 3:40 p.m.), Stephen Avis, Chris Curran, Vice Chair Estelle Fennell, Dean Glaser, David Grover, Frank Wilson, Michael Winkler, Sheri Woo.
ABSENT: None. STAFF AND CONSULTANTS PRESENT: General Counsel Nancy Diamond, Power Resources Director Richard Engel, Power Resources Manager Jocelyn Gwynn, Executive Director Matthew Marshall, Accounts Services Manager Mahayla Slackerelli, Community Strategies Manager Nancy Stephenson, Board Clerk Lori Taketa.
OTHERS PRESENT: Leapfrog Chief Development Officer Andrew Hoffman, Viridity Energy Solutions Western U.S. Director of Business Development Mark Stout.

REPORTS FROM MEMBER ENTITIES

Directors Avis, Wilson, Winkler and Woo reported that their cities and agency were applying for Self-Generation Incentive Program funds to help pay for, or fully cover the costs of, solar power battery storage at wastewater treatment plants, a water pump station and a turbidity reduction facility.

Director David Grover reported that he will be on the ballot in the upcoming Trinidad City Council election.

Director Michael Winkler reported that he participated in a recent CalCCA meeting for elected officials where he learned of potentially large exit fee increases in San Diego Gas & Electric's service area. Director Winkler stated that it was important to address this matter.

Director Sheri Woo reported that the Humboldt Bay Municipal Water District Board received a presentation by Executive Director Marshall on the district's large rise in power expenses.

Chair Austin Allison joined the meeting at 3:40 p.m. due to computer difficulties. Vice Chair Fennell agreed to continue facilitating the meeting.

Vice Chair Fennell requested more information on differing power levels available during heat events mentioned in a recent CAISO briefing, and on managing the current electrical grid with its large percentage of renewable energy.

ORAL COMMUNICATIONS

No member of the public made a comment.

CONSENT CALENDAR

- 3.1 Approve Minutes of July 23, 2020, Board Meeting.
- 3.2 Approve Disbursements Report.
- 3.3 Accept Financial Reports.
- 3.4 Approve Ten-Year Resource Adequacy Sales Contract for 0.6 MW of Capacity from the Sandrini Sol 1 Solar Project with the Regents of the University of California, and Authorize the Executive Director to Execute All Applicable Documents.
- 3.5 Approve a 20-year Power Purchase Agreement with the Marshall Ranch, LLC for the 430 kW Marshall Ranch Solar Array Project, and Authorize RCEA's Executive Director to Execute All Applicable Documents.
- 3.6 Approve Ground Lease Agreement with the County of Humboldt for an Area Located at the California Redwood Coast-Humboldt County Airport for the Airport Microgrid Project, Contingent on FAA Approval; Authorize the Executive Director and General Counsel to Approve Any FAA Recommendations that are Consistent with the MOU Entered into March 19, 2019, Between the County of Humboldt, Redwood Coast Energy Authority, and the Humboldt State University Sponsored Programs Foundation / Schatz Energy Research Center; and, Authorize the Executive Director to Execute All Applicable Documents.
- 3.7 Accept Quarterly Budget Report.

There was no public comment or director discussion of consent calendar items. Executive Director Marshall requested tabling item 3.4 until the September meeting when the contract would be ready for review and removing item 3.5 to allow staff to give a brief report.

M/S: Grover, Winkler: Approve consent calendar items except 3.4 and 3.5.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo. Noes: None. Absent: None.

REMOVED FROM CONSENT CALENDAR ITEMS

Account Services Manager Mahayla Slackerelli reported on the Marshall Ranch's feed-in-tariff program application. Sale of electricity generated by their 430 kW solar array in Briceland will help fund the project's Redwood Creek flow enhancement work to improve

coho and steelhead salmon habitat. Redwood Creek is a tributary to the south fork of the Eel River. The solar project is expected to be operational in November of 2021.

The directors expressed support for the project, stating that it set a good example for achieving self-sufficiency and was very timely.

There were no responses to Vice Chair Fennell's invitation for public comment. Vice Chair Fennell closed the public comment period.

M/S: Avis, Glaser: Approve consent calendar item 3.5.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo. Noes: None. Absent: None.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS

Vice Chair Fennell confirmed that a quorum was present to conduct CCE business.

OLD CCE BUSINESS

6.1. 2020 Integrated Resource Plan Approval

Power Resources Manager Jocelyn Gwynn reported on RCEA's Integrated Resource Plan, a year-by-year plan to meet customer electricity load for the next ten years that is required by the California Public Utilities Commission (CPUC). RCEA's plan fits into a statewide plan that considers the intermittent nature of renewable energy supply, introduction of new energy sources to the grid and retirement of older resources. Load-serving entities (LSEs) were required to create two power portfolios meeting their respective share of two statewide greenhouse gas (GHG) emission targets for the electric sector, 46 MMT and 38 MMT. The lower emissions target is close to, but higher than, a portfolio reflecting RCEA's goals and strategic plan. Staff recommended Board approval of the lower-than-38 MMT emission portfolio as the agency's procurement plan.

Staff worked with The Energy Authority to analyze potential power portfolios that include current long-term contracts and Board-approved programs. Staff's recommended portfolio includes reliable energy sources such as biomass and small hydro, sources with fewer likely implementation barriers, and a moderate amount of offshore wind. Manager Gwynn explained that this year's sale of 50,000 MWh due to COVID-reduced customer load lowered GHG emissions and thereby caused an apparent emission increase in future years, when biomass is assumed to be part of RCEA's portfolio. The recommended portfolio's total emissions are still below the CPUC's 2030 CO2 benchmark. The 2026 to 2030 criteria pollutant emissions increase is caused by a higher percentage of intermittent renewable resources which may trigger a reliance on unspecified system power, often from natural gas, to meet evening peak energy demand. The plan development process description will be posted on the RCEA website.

The directors expressed concern with CPUC-assigned benchmarks, commended staff for meeting those targets, and inquired about current and potential long-duration storage technologies. Director Woo stated that the Humboldt Bay Municipal Water District received

inquiries about pumped water storage in the county. The geography around the Ruth Lake dam does not allow for this type of long-term storage.

Vice Chair Fennell invited public comment. No member of the public commented and Vice Chair Fennell closed the public comment period.

M/S: Grover, Winkler: Adopt Resolution No. 2020-5 Approving the 2020 Integrated Resource Plan Portfolios.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler. Noes: None. Absent: None. Non-Voting: Woo.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

OLD BUSINESS

7.1 Long-Term Resource Adequacy Contracts with Ormat/Viridity Energy Solutions and Leapfrog Power

Power Resources Director Richard Engel explained that the CPUC directed all California LSEs to procure incremental resource adequacy (RA), or energy-generating capacity beyond resources already on the CPUC's baseline list. LSEs must procure different amounts of RA by 2021, 2022, and 2023 deadlines. Staff partnered with Valley Clean Energy (VCE), the Yolo County community choice aggregator, in RCEA's first joint-procurement solicitation. Two very different companies were selected based on financial experience, credit worthiness, expected impacts, economic benefit and their ability to diversify RCEA's and VCE's portfolios. Director Engel and company representatives described the proposals.

Leapfrog Power lowers its residential and non-residential customers' electricity use in response to peak demand periods by controlling their smart thermostats, HVAC systems, EV chargers and water pumps. Leapfrog aggregates and bids this resource into the California energy market. Demand-response payments are sent to Leapfrog's customers, some of whom reside in RCEA and VCE service areas. Leapfrog Chief Development Officer Andrew Hoffman expressed a desire to see Leapfrog's product fill intermittent resource gaps. Leapfrog does not currently aggregate heat pump water heaters because many units would be required to have a significant aggregate impact, due to these devices' high efficiency.

Viridity Energy Solutions, a subsidiary of the 55-year-old renewable independent power producer Ormat, is developing the Tierra Buena utility-scale battery storage project on roughly one-third of an acre in Sutter County. Director of Business Development for the Western U.S. Mark Stout said Ormat, which owns and operates almost 1 gigawatt of generating capacity across ten countries, is best known for geothermal power development and entered the solar energy market in the last decade. Most recently, Viridity has begun developing utility-scale energy storage.

The 2023 deadline RA requirement will be met by the Board-approved EDPR Sandrini solar project in Kern County. If approved, the Leapfrog and Tierra Buena contracts complete RCEA's fulfilment of challenging RA obligations from 2021 through 2023. As CCAs have not previously entered into long-term RA contracts, contract terms were based on projections of

short-term RA prices. The contract commitments were deemed to be reasonable by staff and TEA and will not change RCEA's financial outlook.

The directors expressed excitement about managing existing resources through new technology as a sustainable solution. A request was made for Board members to view proprietary market information such as contract prices to ensure accountability.

No member of the public responded to Vice Chair Fennell's call for public comments and the public comment period was closed.

M/S: Avis, Grover:

Approve Ten-Year Purchase Agreement for 5.5 MW of Resource Adequacy with Leapfrog Power, Inc., and Authorize the Executive Director to Execute All Applicable Documents.

Approve Ten-Year Purchase Agreement for 2.5 MW of Resource Adequacy with VESI 10 LLC, and Authorize the Executive Director to Execute All Applicable Documents.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo. Noes: None. Absent: None.

STAFF REPORTS

9.1. Staff Report by Executive Director Matthew Marshall on the heatwave, the challenge of meeting California's energy demands during heat events, and ways to conserve power.

Executive Director Marshall explained how the recent energy emergency differed from Public Safety Power Shutoffs (PSPS). In PSPS events, parts of the grid in high fire risk areas are shut off to prevent fires. If there is no immediate fire risk in Humboldt County, the Humboldt Bay Generating Station and the Willow Creek and Hoopa substation microgrids can generate enough electricity to meet the local load.

In the recent emergency, a heatwave affected the entire western U.S. causing an extremely large energy demand increase. The states from which California imports energy needed that energy to satisfy their own state's needs. California entered a stage two emergency, the last of which occurred in 2006, where there was not enough energy to meet demand. In stage three emergencies, the energy shortage triggers controlled rotating outages to maintain manageable energy demand. These rolling blackouts, the last of which took place in 2001, are preferable to more disruptive, uncontrolled blackouts. Some natural gas plants experienced outages and failed to ramp up production when they were needed to transition from solar energy generation at sunset. The CPUC, California Energy Commission and CAISO are investigating the planning failure that caused the recent outages which occurred despite adequate resources. There is an opportunity to plan better for energy emergency decision-making, coordination and communication at the state level.

Locally, the high-risk period was much shorter and not county-wide. More than half of all customers live in blocks connected to a critical facility which are not prioritized for deenergizing. Block information is available on PG&E's website and RCEA is creating a map

to clarify grid service blocks. Staff would like to continue planning with PG&E and County staff on handling different energy emergencies. During the recent heatwave, HBGS and the Scotia biomass plant were operating at full capacity to export electricity above local needs to other parts of the state. If rolling blackouts are ever implemented locally during grid emergencies, it will be done to export electricity toward Redding and the Central Valley.

Upon inquiry about grid changes, Mr. Marshall responded that California's electricity grid is very different than it was in 2001. With the dramatic increase in solar energy production, California's net peak energy demand, or total demand minus what is contributed by intermittent solar and wind generation, now occurs around sunset instead of during the hottest part of the day. Natural gas plants currently ramp up to provide energy during peak evening hours. Natural gas plants with significant air quality and other environmental impacts are being retired, however, and the statewide trend is towards fewer natural gas plants. Planning for robust power during the evening transition from solar power is needed as more intermittent, renewable resources are brought online. Demand-response and energy storage will be key to balancing the grid during the early evening hours.

In response to a question regarding the power charge indifference adjustment (PCIA) or exit fee issue in San Diego, Executive Director Marshall explained that the CPUC created the PCIA to enable investor-owned utilities (IOUs) to honor their existing, long-term power contracts despite loss of customers to community choice aggregators. The CPUC established a PCIA cap to prevent volatility, and a trigger which allowed for the PCIA to be increased should exit fee collections not meet legacy contract payment requirements. The trigger point was reached in the San Diego Gas & Electric service area and the utility proposed an exit fee that would recoup three months of shortfall all at once, resulting in a monthly \$200 exit fee increase per customer. The CPUC's imminent decision on this proposal is highly anticipated because it would apply to PG&E and other IOU territories. Statewide and local government advocacy may be required should the decision be unreasonable.

FUTURE AGENDA ITEMS

Director Wilson requested a report on the investigation of California's electricity grid and the recent rolling blackouts.

Director Winkler requested information on the long-term future of D.G. Fairhaven's biomass plant.

Vice Chair Fennell adjourned the meeting at 5:13 p.m.

Lori Taketa
Clerk of the Board

Section 17

ADJOURN