### AGENDA REDWAY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

#### REGULAR BUSINESS MEETING

Location: RCSD Business Office; 1150 Evergreen Rd. #2 and Telecomerence
Date: May 17, 2023
Time: 5:30 P.M.
Posted: May 12, 2023
Teleconference Telephone Number: 1(669)900-9128
Meeting ID: 775 285 2234#
Pass Code: 285773
Join Zoom Meeting
https://us02web.zoom.us/j/7752852234?pwd=UUYrOWxkQjFHcVczNDhRTWNZT3VjZz09
Meeting ID: 775 285 2234#
Pass Code: 285773
I. CALL TO ORDER:
II. ROLL CALL:
Ad McCl. Cl.'
Arthur M°Clure Chairman
Dian Griffith Vice-Chairwoman Michael McKaskle
III. APPROVAL OF THE AGENDA:
IV. ADOPTION OF RESOLUTION 2022-2023-10; Authorizing Remote Meeting from May 17, 2023 to June 15, 2023.
V. OPEN SESSION DISCLOSURE OF CLOSED SESSION:
VI. CLOSED SESSION:
1. Personnel: Employee Evaluation.
1. Tersonner. Employee Evaluation.
VII. RETURN TO OPEN SESSION; DISCLOSURE OF CLOSED SESSION:
VIII. REPORT FROM CHAIRMAN OF THE BOARD:
IX. PUBLIC COMMENT:
An opportunity for any member of the public to address the Board of Directors on any matter not on the Agenda but
which is within the jurisdiction of the Board. The Board may limit time allowed for each speaker. An item may be discussed by the Board but no action will take place during this portion of the agenda as this would constitute an illegal act of the Board.

1. Consider Approval of the Minutes of the Board of Directors April 19, 2023 Regular Business Meeting.

X. PREVIOUS MINUTES:

#### XI. CONSENT CALENDAR:

All matters listed under the Consent Calendar are to be considered routine and without opposition. The Consent Calendar will be enacted by one motion.

- 1. Financial Report: Review of the April 2023 Financial Reports.
- 2a. General Manager's Report: Review of the April 2023General Manager's Report.
- 2b. Office Manager's Report: Review of the April 2023Office Manager's Report.
- 2c. Operation Manager's Report: Review of the April 2023 Operation Manager's Report.
- 3. Production Report: Review of the April 2023 Production Report.
- 4. Safety Report: Review of the April 2023 Safety Reports.

#### XII. ACTION / DISCUSSION ITEMS; CONTINUED AND NEW ITEM:

- 1. Road Condition Near Dogwood Lift Station on Briceland Road. 1 - GM Report
  - a. Report from the Dogwood Lift Station Ad-Hoc Committee.

ACTION REQUIRED: Discussion / Report / Action 2. Updating Water Ordinance.

ACTION REQUIRED: Discussion / Report / Action

3. Updating Wastewater Ordinance.

ACTION REQUIRED: Discussion / Report / Action

2 - Discussion

3 - Pending, may have update...

- 4. District Policies; Board Policy.
  - a. District Water Used for All Cultivation in the Redway Community Services District 4a Discussion
  - Adopt by Resolution. Amended And Restated Joint Powers Agreement Of Fire 4b page 47 Risk Management Services (formerly FDAC Employee Benefits Authority)

ACTION REQUIRED: Discussion / Report / Action

5. New Connections;

- 5a nothing to report
- a. Accessory Dwelling Unit Law. Ad Hoc Committee Report
- b. New Connections Waiting List

5b - handout

ACTION REQUIRED: Discussion / Report / Action

- 6. Ad-Hoc Committee Report; Financial.
  - a. Consider Action of the Financial Policy #1

ACTION REQUIRED: Discussion / Report / Action / Resolution 2022-2023-11

7. Solar Project.

7 - GM Report

- ACTION REQUIRED: Discussion / Report / Action. 8. Redway Emergency Water Supply and Water Project.
  - a. Wastewater Collection and Treatment Project

ACTION REQUIRED: Discussion / Report / Action.

9. Houses Not Connected to Collection System.

ACTION REQUIRED: Discussion / Report / Action

10. Water Partnership and Reorganization Opportunity. ACTION REQUIRED: Discussion / Report / Action

11. Rate Study;

ACTION REQUIRED: Discussion / Report / Action

12. Status of Wells.

ACTION REQUIRED: Discussion / Report / Action

13. Unpaid Water and Sewer Charges.

ACTION REQUIRED: Discussion / Report / Action

14. Civil Liability Order Compliance Project.

ACTION REQUIRED: Discussion / Report / Action

15. Property Amnesty Letter.

ACTION REQUIRED: Discussion / Report / Action

16. Land Acknowledgements.

ACTION REQUIRED: Discussion / Report / Action

8 - Discussion - Met with GHD

9 - nothing to report

10 - Discussion

11 - Discussion

12 - Discussion

14 - 7th Qtr. progress report

15 - McKaskle

16 - Nothing at this time

#### XIII. CORRESPONDENCE:

#### XIV. BOARD MEMBER / STAFF / COMMITTEE REPORTS:

- 1. DIRECTORS' REPORT
  - 1. RREDC
- 2. AD-HOC COMMITTEE REPORT
  - 1. Infrastructure Ad Hoc Committee Report
  - 2. Executive Ad Hoc Committee Report.

#### XV. COMMENTS FROM MEMBERS OF THE BOARD

#### XVI. MEDIA COMMUNICATION:

#### XVII. ADVANCED AGENDA:

Further items may be placed by the Board Members for the June 2023 Regular Business Meeting of the Board of Directors under this item of business. No Action

#### **XVIII. ADJOURNMENT:**

Location of related writings is available for public review: Redway CSD Office, 1150 Evergreen Road #2 Redway, Ca.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the RCSD at (707)923-3101. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II.

REDWAY COMMUNITY SERVICES DISTRICT

#### MINUTES OF THE REGULAR BUSINESS MEETING

April 19, 2023

#### **CALL TO ORDER:**

Chairman M<sup>c</sup>Clure called the April 19, 2023 Regular Business Meeting of the Redway Community Services District Board of Directors, to order at 5:31 P.M. in the RCSD business office and by teleconference.

#### ROLL CALL:

Directors Present: Chairman M<sup>c</sup>Clure, Marie Etherton, Linda Sutton and Michael McKaskle were at the Redway Community Services District business office.

Director Absent: Dian Griffith.

#### Staff Present:

Cody Cox, General Manager / Operations Manager was at the Redway Community Services District Business Office.

Glenn Gradin, Office Manager was at the Redway Community Services District Business Office.

Nancy Jurrens, Secretary to the Board, was at the Redway Community Services District Business Office.

#### OPEN SESSION DISCLOSURE OF CLOSED SESSION:

No Open Session was conducted

#### CLOSED SESSION:

A. Personnel: Employee Evaluation: No Employee Evaluation was conducted.

#### RETURN TO OPEN SESSION; DISCLOSURE OF CLOSED SESSION.

As no Closed Session was held, there was no disclosure of Closed Session.

#### APPROVAL OF AGENDA:

Following review of the April 19, 2023 Agenda, Linda Sutton moved to Approve the April 19, 2023 Agenda as presented, Michael McKaskle seconded the motion. Chairman M<sup>c</sup>Clure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Arthur M<sup>c</sup>Clure, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

#### REPORT FROM CHAIRMAN OF THE BOARD:

Chairman M<sup>c</sup>Clure commented that the weather has warmed up and that the employees are happy.

#### PUBLIC COMMENT:

No public comment was addressed to the Board.

#### PREVIOUS MINUTES:

1. Review and Action on March 29, 2023 Regular Business Meeting Minutes: Following review of the March 29, 2023 Regular Business Meeting Minutes, Michael McKaskle moved to approve the March 29, 2023 Regular Business Meeting minutes as presented. Linda Sutton seconded the motion. Chairman McClure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Arthur McClure, Yea, Maire Etherton, Abstained. The motion was carried by a roll call vote of three Yeas, zero Nays and one abstention from Marie Etherton.

#### CONSENT CALENDAR:

- 1. Financial Report: The Board reviewed the March 2023 Financial Reports.
- 2a. General Manager's Report: The Board reviewed the March 2023 General Manager's Report.
- 2b. Office Manager's Report: The Board reviewed the March 2023 Office Manager's Report.
- 2c. Operation Manager's Report: The Board reviewed the March 2023 Operation Manager's Report.
- 3. Production Report: The Board reviewed the March 2023 Production Reports.
- 4. Safety Report: The Board reviewed the March 2023 Safety Reports.

Linda Sutton moved to accept the March 2023 Consent Calendar as presented. Michael McKaskle seconded the motion. Chairman McClure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea Arthur McClure, Yea, Marie Etherton, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

#### **ACTION / DISCUSSION ITEMS:**

- 1. Road Condition Near Dogwood Lift Station on Briceland Road: Mr. Cox reported that a zoom meeting was attended by himself, board members Chairman McClure and Linda Sutton, Humboldt County Representatives Supervisor Bushnell, Mr. Mattson and Mr. Bronkall. The meeting was scheduled in order to discuss the condition of Briceland Road near the Dogwood Lift Station. The county representatives stated that Briceland Road is private property and advised the District to contact the North County Partnership to apply for a grant in order to widen the road. It is understood that no funds are now available. Cody Cox reported that he attended a FEMA meeting with a representative from OES in attendance. Mr. Cox was told that Humboldt County has a FEMA DR Number and was instructed to apply for a FEMA DR Number for hardening for the District. The Board discussed applying for funds from Measure Z acquiring a preliminary report from an engineer and contacting a hazard mitigation representative for Humboldt County.
  - A. Report from the Dogwood Lift Station Ad-Hoc Committee: No report was presented to the Board.
- 2. Updating Water Ordinance: No new information was submitted for review by the Board.
- 3. Updating the Wastewater Ordinance: Cody Cox informed the Board that the Districts' attorney is reviewing the updated wastewater ordinance.
- 4. District Policies; Board Policy: The Board discussed different scenarios that could be applied in order for the District to acquire income without raising rates.

- 5. New Connections:
  - a. Accessory Dwelling Unit Law: No new information was submitted for review by the Board.
  - b. New Connections Waiting List: No new information was submitted for review by the Board.
- 6. Ad-Hoc Committee Report; Financial: The Financial Ad-Hoc committee met to discuss the rate study.
  - a. Financial Policy # 1 Approval: The Financial Policy #1 is being reviewed by the Districts' attorney, therefore no new information was submitted for review by the Board.
- 7. Solar Project: The Board continued discussion regarding possible options for the location of the solar panels.
- 8. Redway Emergency Water Supply and Water Project: Cody Cox reported that the exploratory well drilling will be eliminated from the scope of work. The funds will be transferred to be used for the purchase of the automated meter infrastructure, the replacement of the filter media for the four filters and the filter rehabilitation. Rehabilitation of the Rusk water tank is also included in the project.
- 9. Houses Not Connected to Collection System: Cody Cox reported that two properties have been detected, with the Districts' camera system, not being connected to the District sewer system. One customer has been paying sewer fees without being connected to the Districts' collection system. The customer is in the process of connecting to the Districts' collection system. The District will waive the installation and connection fees.
- 10. Water Partnership and Reorganization Opportunity: Cody Cox reported no new information was available for review by the Board. The Board discussed creating an overview to be submitted to LAFCo.
- 11. Rate Study: The Board discussed the information submitted in the rate study. Following approval of the recommendations of the Rate Study, the District will announce that the 45 day public notice has begun. A public hearing addressing the rate change recommendations will occur on the soonest legal Wednesday. The public hearing is required in the 218 processes.
- 12. Status of Wells: Cody Cox reported that water samples were not sent to the laboratory for analysis and will be completed on April 25, 2023. Financing for the wells will be paid for inhouse.
- 13. Unpaid Water and Charges: The Board referred to the Office Manager's Report which reported that the number of accounts that are shut off is still seven. The District will be sending correspondence to property owners informing them that their renters are ninety (90) days past due and that they will be sent the monthly bill. Glenn Gradin reported that some payments have been made. After May 25, 2023, the District will move forward with placing the past due amounts on the customers property taxes. Phone calls are being made and shut off notices are being place on customers doors.
- 14. Civil Liability Order Compliance Project: Cody Cox reported that there are two reports due by October 2023.
- 15. No Agriculture Cultivation in the Redway Community Services District: The Board discussed creating a policy regarding No District Water used for Cultivation in the Redway Community Services District. No District Water Used for Cultivation in the Redway Community Services District will be moved and to District Policies item a.
- 16. Property Amnesty Letter: The draft of the amnesty letter to property owners was not available for review by the Board.
- 17. Land Acknowledgements: Marie. Etherton informed the Board that she has done some research on land acknowledgements and requested some help in creating a land acknowledgement for the District. Ms. Etherton read a land acknowledgement statement from the North Coast Regional Water Board.

#### CORRESPONDENCE:

1. No correspondence was available for review by the Board.

#### **BOARD MEMBER / STAFF REPORTS:**

- 1. Director's Reports:
  - A. Michael McKaskle.
    - 1. RREDC: Mr. McKaskle submitted the RREDC report for review by the Board.

- 2. Ad-Hoc Committee Report:
  - 1. Infrastructure Ad Hoc Committee Report: No Infrastructure ad-hoc committee meeting was scheduled.
  - 2. Executive Ad-Hoc Committee Report: No Executive ad-hoc committee meeting was scheduled.

#### **COMMENTS FROM MEMBERS OF THE BOARD:**

No comments were delivered from members of the Board.

#### MEDIA COMMUNICATIONS:

No Media Communication will be distributed to the local media.

#### **ADVANCED AGENDA:**

No new items were placed on the Advanced Agenda.

#### **ADJOURNMENT:**

Linda Sutton moved to adjourn the April 19, 2023 Regular Business Meeting of the Redway Community Services District Board of Directors at 7:01 P.M. Michael McKaskle seconded the motion. Chairman McClure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Arthur McClure, Yea, Marie Etherton, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

Respectfully Submitted,

Nancy Jurrens, Secretary to the Board

### Redway Community Services District Monthly Financial Statement to APRIL 30th, 2023

Primary Checking Account	Previous Balance =	\$45,459.56	As of MARCH31st, 2023
	_		
	Revenues		
1 Customer Revenues Colle	ected per QuickBooks	\$78,757.25	
2 Customer Deposits		\$0.00	OF MARCH per QuickBooks - 233.23
3 Del Oro - Cloro		\$95.05	DEPOSIT ON 3-31-23 NOT RECORDED AT BANK.
4 Rivercrest Mutual Water	Testing	\$86.00	
5	·	\$0.00	
6		\$0.00	
7 Retiree Health Ins Contri	bution	\$0.00	
8 PAYMENT RECORDED ON 3-31-23	B BUT NOT ON MARCH STATEMEN	\$233.23	
9 State reimb. grant to Op	then paynig down GHD	\$0.00	
10 Transfer from savings to	Operations	\$21,000.00	
11 Transfer from savings to	Operations SEF2SEF	\$67,497.00	
12 Transfer from savings to	Operations - VAN METER	\$13,000.00	
Total Income (reconcile	d bank deposits)	\$180,668.53	
Total Withdrawals (recon		\$99,767.53	
Ì	•	·	
Quick Books Balance - Primary	Checking Account	\$126,360.56	As of april 30th, 2023

UBmax Income: Payments Received	
Water payments - w/ late, reconnect fees, adjustments and deposits	\$32,394.99
Sewer Payments	\$29,066.05
SEF Water fees paid	\$6,825.38
SEF Sewer fees paid	\$6,601.26
Water Syst. Loan Fund	\$5,829.61
Total Payments Received	\$80,717.29
Other Income	\$101,911.28
Net Total Income	\$182,628.57

Billing for Sales of Water & Sewer Services						
Date: This Year	April-23		Date: Prior Year <u>April-22</u>			
	WATER	SEWER		WATER	SEWER	
WSLF	\$6,668.26		WSLF	\$6,634.26		
Residential	\$23,411.41	\$26,278.66	Residential	\$22,308.94	\$25,722.18	
Commercial	\$5,374.12	\$8,379.45	Commercial	\$6,064.11	\$8,494.27	
Sub total W&S only	\$35,453.79	\$34,658.11	Sub total W&S only	\$35,007.31	\$34,216.45	
SEF	\$7,855.01	\$8,006.25	SEF	\$7,815.01	\$7,954.10	
Sub total	\$43,308.80	\$42,664.36	Sub total	\$42,822.32	\$42,170.55	
Reconnect fees	\$0.00		Reconnect fees	\$440.00		
Late Fees	\$2,388.00		Late Fees	\$2,040.00		
Adjustments	\$44.10		Adjustments	-\$991.51		
Total Sales/Use	Apr-23	\$88,405.26	Total Sales/Use	Apr-22	\$86,481.36	

## Redway Community Services District Balance Sheet - Collapsed w/ Prior Year

	Apr 30, 23	Apr 30, 22
ASSETS		
Current Assets		
Checking/Savings 1004 · Cash in Bank CCUSH - 71	26.049.41	14 501 92
1010 - CCUSH - Business Savings -00	26,048.41 25.01	14,591.83 25.01
1015 · CCUSH - Connection Fees -52	50,080.53	50,030.49
1020 · CCUSH - Meadows Deposits - 51	16,061.66	16,045.63
1050 · Petty Cash	-105.00	-105.00
Cash in County - Water		
1100 · #2546 SRF Water Proj Loan Fund	290,814.74	268,674.74
1105 · #2547 SRF Payment Reserve Fu	82,329.00	82,329.00
1110 · #2548 Davis Grunsky '68 Reserve 1115 · #2549 Davis Grunsky '74 Reserve	4,584.11 18,563.30	4,584.11 18,563.30
1120 · #2550 Tax Revenue Fund-Water	18,326.06	66,426.71
1125 · #2555 SEF - Water	198,140.50	359,984.00
1130 · #2557 T & D Rehab Proj. Fund	24,910.48	24,910.48
Total Cash in County - Water	637,668.19	825,472.34
•	037,000.19	025,472.54
Cash in County - Sewer	40.700.01	07.704.40
1135 · #2551 Tax Revenue -Sewer	18,733.04	37,731.40
1140 · #2554 RCSD RECD Grant Sewer 1145 · #2556 SEF - Sewer	841.08 27,818.18	841.08 99,979.96
1150 · #2558 I & I Project Fund-Sewer	5,885.13	5,885.13
1155 · #9855 95 COP Payment Fund-Se	1,309.15	1,309.15
1160 · #9856 '95 Reserve Fund Sewer	48,185.09	48,185.09
Total Cash in County - Sewer	102,771.67	193,931.81
Total Checking/Savings	832,550.47	1,099,992.11
Other Current Assets		
Prepaid Expenses	3,000.00	3,000.00
Prepaid Insurance	0.00	10,857.37
Employee Advance	532.13	0.00
Prepaid Rent	700.00	700.00
1300 · Accounts Receivable	4.500.00	4.500.00
1301 · Allowance for Doubtful Accounts 1300 · Accounts Receivable - Other	-4,500.00 190,178.09	-4,500.00 125,689.03
Total 1300 · Accounts Receivable	185,678.09	121,189.03
1400 · Other Receivables	8,026.49	9,000.00
1500 · Grants Receivable	-168,338.00	0.00
1600 · Inventory - Water	15,820.61	15,820.61
1650 · Inventory - Sewer	1,742.98	1,742.98
Total Other Current Assets	47,162.30	162,309.99
Total Current Assets	879,712.77	1,262,302.10
Fixed Assets		
Fixed Assets - Water	04 000 45	04 000 45
1700 · Land	31,282.45 457,443,70	31,282.45
1705 · Source of Supply Plant 1710 · Autos & Trucks	457,413.70 17,676.58	457,413.70 17,676.58
1715 · Pumping Plant	83,511.68	83,511.68
1720 · Water Treatment Plant	288,733.63	288,733.63
1725 · Structures & Improvements	4,115,506.08	4,115,506.08
1730 · Water Plant - Small Equipment	285,569.58	230,616.77
1735 · Construction in Progress	57,261.00	57,261.00
Total Fixed Assets - Water	5,336,954.70	5,282,001.89
Fixed Assets - Sewer	00 100 0-	<b></b>
1740 · Land	93,493.07	93,493.07
1742 · Road Improvements 1745 · New WW Plant & Lift Stations	116,000.00 2,037,438.28	116,000.00 2,037,438.28
1745 · New Collection Facility	2,037,436.26 1,748,872.91	2,037,436.26 1,748,872.91
1755 · Lab Equipment - Plant	43,665.29	43,665.29
1760 · Permanent Seasonal Perc Pond	166,654.40	166,654.40
1765 · Easements	4,633.00	4,633.00
1770 · Collection Facilities - Lift St	607,991.35	607,991.35
1775 · Treatment Plant - Structures	466,708.60	466,708.60
1776 · Treatment Plant - Improvements	100,333.88	100,333.88

## Redway Community Services District Balance Sheet - Collapsed w/ Prior Year

	Apr 30, 23	Apr 30, 22
1780 · Sludge Bed Construction	64,884.76	64,884.76
1790 · Office Furniture & Equipment	22,544.53	22,544.53
1795 · Autos & Trucks	72,630.85	72,630.85
1796 · Tools & Equipment 1797 · Construction in Progress	214,322.02 321,495.21	154,155.60 180,070.96
Total Fixed Assets - Sewer	6,081,668.15	5,880,077.48
Accumulated Depreciation-Water	-2,822,870.67	-2,722,514.06
Accumulated Depreciation-Sewer	-3,736,285.30	-3,599,487.18
Total Fixed Assets	4,859,466.88	4,840,078.13
Other Assets	, ,	, ,
1900 · COP Issuance Costs	14,820.95	14,820.95
Total Other Assets	14,820.95	14,820.95
TOTAL ASSETS	5,754,000.60	6,117,201.18
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities Accounts Payable		
2000 · Accounts Payable	53,132.62	87,767.29
Total Accounts Payable	53,132.62	87,767.29
Other Current Liabilities		
2115 · Accrued 457b - Employer	0.00	105.00
2120 · Accrued 457b - Employee	0.00	105.00
2025 · Gym Memberships 2110 · Accrued SUI/ETT	-350.00 17.84	0.00 1,288.00
2110 · Accrued Solve 11 2125 · Accrued Vacation	14,996.75	14,190.42
2200 · Interest Payable	-2,006.25	0.00
2300 · Customer Deposits	14,650.00	13,850.00
2340 · Water Connection Deposit	2,650.00	2,650.00
2350 · Sewer Connections Deposit	1,310.00	1,310.00
2400 · Temporary Inv - W&J Project 24000 · Payroll Liabilities	11,900.00	11,900.00
Garnishments	1,177.22	0.00
Total 24000 · Payroll Liabilities	1,177.22	0.00
Current Portion of Long-Term De	89,085.57	125,363.71
Total Other Current Liabilities	133,431.13	170,762.13
Total Current Liabilities	186,563.75	258,529.42
Long Term Liabilities		
2500 ⋅ Loan Payable - SRF Loan	879,750.00	918,000.00
2600 · Loan Payable - 95 WW Project	506,500.00	535,000.00
2700 · Loan Payable - Davis Grunsky	54,597.72	74,891.21
2800 · Interest Payable - Deferred Less Current Portion of LTD	10,979.70 -89,085.57	10,979.70 -125,363.71
Total Long Term Liabilities	1,362,741.85	1,413,507.20
Total Liabilities	1,549,305.60	1,672,036.62
Equity		
Prior Period Adjustment	-17,321.40	0.00
Water Equity	0.405.550.04	0.400.000.00
3050 · Retained Earnings - Water 3100 · Debt Reserve - Water	2,125,552.34 374,151.15	2,130,632.89 369,070.60
3200 · Contributed Capital - Water	374,131.13	303,070.00
3250 · Less Accumulated Amortization	-150,001.65	-150,001.65
3200 · Contributed Capital - Water - Ot	409,340.77	409,340.77
Total 3200 · Contributed Capital - Water	259,339.12	259,339.12
Total Water Equity	2,759,042.61	2,759,042.61

## Redway Community Services District Balance Sheet - Collapsed w/ Prior Year

Apr 30, 23	Apr 30, 22
-1,059,846.30	-1,059,469.24
49,494.24	49,117.18
-939,028.76	-939,028.76
3,743,489.16	3,743,489.16
2,804,460.40	2,804,460.40
1,794,108.34	1,794,108.34
-23,759.95	0.00
-307,374.60	-107,986.39
4,204,695.00	4,445,164.56
5,754,000.60	6,117,201.18
	-1,059,846.30 49,494.24 -939,028.76 3,743,489.16 2,804,460.40 1,794,108.34 -23,759.95 -307,374.60 4,204,695.00

## Redway Community Services District Profit & Loss April 2023

	Sewer	Water	TOTAL
Ordinary Income/Expense Income			
Water Charges	0.00	00 455 54	00 455 54
4100 · Residential 4150 · Commercial	0.00	23,455.51 5,374.12	23,455.51 5,374.12
Total Water Charges	0.00	28,829.63	28,829.63
Sewer Charges			
4200 · Residential 4250 · Commercial	26,278.66 8,379.45	0.00	26,278.66 8,379.45
Total Sewer Charges	34,658.11	0.00	34,658.11
4500 - Late Charges 7200 - Interest Income	0.00 0.00	2,388.00 5.44	2,388.00 5.44
Total Income	34,658.11	31,223.07	65,881.18
Gross Profit	34,658.11	31,223.07	65,881.18
Expense			
Administrative & General			
5015 · Bank Charges	0.00 37.50	35.25 37.50	35.25 75.00
5020 · Dues & Memberships Insurance	37.50	37.30	75.00
5035 · Retiree Health Insurance 5040 · Employee Health Insurance	210.01	210.01	420.02
Employee Portion Health 5040 · Employee Health Insurance - Ot	-1,391.87 5,884.31	-1,391.87 5,884.31	-2,783.74 11,768.62
Total 5040 · Employee Health Insurance	4,492.44	4,492.44	8,984.88
5041 · Employee Life Insurance			
Employee Portion Life 5041 · Employee Life Insurance - Other	-296.80 461.28	-296.80 461.28	-593.60 922.56
Total 5041 · Employee Life Insurance	164.48	164.48	328.96
Total Insurance	4,866.93	4,866.93	9,733.86
5065 · Legal Fees	25.00	25.00	50.00
5070 · Licenses, Permits & Fees 5075 · Mileage/Travel	260.00 121.19	110.00 359.92	370.00 481.11
Office Expense 5062 · Finance Charges	18.67	18.68	37.35
5081 · Office Expense	86.84	86.85	173.69
5105 · Postage	110.00	110.00	220.00
5106 · Rent	350.00	350.00	700.00
5130 · Office Supplies	51.84 338.18	51.84 426.66	103.68 764.84
5135 · Telephone-all phones 5145 · Utilities-pg&e & blue star only	181.45	181.44	362.89
Total Office Expense	1,136.98	1,225.47	2,362.45
5100 · Payroll Taxes Professional Fees	1,414.92	1,660.06	3,074.98
5112 · Director Fees	137.50	137.50	275.00
5113 · Legal Fees	646.25	622.75	1,269.00
5114 · Other Consultants	0.00	2,426.71	2,426.71
Total Professional Fees	783.75	3,186.96	3,970.71
5125 · Retirement 5150 · Wages	1,339.34 8,782.27	1,339.34 8,808.82	2,678.68 17,591.09
Total Administrative & General	18,767.88	21,655.25	40,423.13
Water Treatment			
5210 · Supplies-water treatement	0.00	3,166.09	3,166.09
5215 · Utilities	0.00	3,692.46	3,692.46
5220 · Wages	0.00	8,270.78	8,270.78
5240 · Truck expenses	0.00	20.24	20.24
Total Water Treatment	0.00	15,149.57	15,149.57

#### **Redway Community Services District Profit & Loss April 2023**

	Sewer	Water	TOTAL
Water Trans & Distribution			
5305 · Repairs & Maintenance	0.00	13,927.45	13,927.45
5310 · Supplies	0.00	14.74	14.74
5315 · Utilities	0.00	153.24	153.24
5320 · Wages	0.00	4,940.79	4,940.79
5330 · Tools and Safety Equipment	0.00	115.50	115.50
Total Water Trans & Distribution	0.00	19,151.72	19,151.72
Sewer Treatment			
5410 · Supplies-sewer treatment	4,446.60	0.00	4,446.60
5415 · Utilities	4,183.88	0.00	4,183.88
5420 · Wages	8,132.44	0.00	8,132.44
5430 · Tools & Equipment	115.50	0.00	115.50
Total Sewer Treatment	16,878.42	0.00	16,878.42
Sewer Collection			
5505 · Repairs & Maintenance	115.91	0.00	115.91
5515 · Utilities	1,882.06	0.00	1,882.06
5520 · Wages	1,132.86	0.00	1,132.86
Total Sewer Collection	3,130.83	0.00	3,130.83
Total Expense	38,777.13	55,956.54	94,733.67
Net Ordinary Income	-4,119.02	-24,733.47	-28,852.49
Other Income/Expense Other Income			
5905 - SEF Fees - Water	0.00	7,855.01	7,855.01
5900 · SEF Fees - Sewer	8,006.25	0.00	8,006.25
4400 · SRF Fees	0.00	6,668.26	6,668.26
Total Other Income	8,006.25	14,523.27	22,529.52
Net Other Income	8,006.25	14,523.27	22,529.52
Net Income	3,887.23	-10,210.20	-6,322.97

## Redway Community Services District Checking Account Activity As of April 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
1004 · Cash in Ba	nk CCUSH - 71						11,950.63
Bill Pmt -Check		13985	Calpers	10000017115451- Health Care Premiums - APR 2023		11,355.43	595.20
Check	04/05/2023	13986	Postmaster Redway	MAR 2022 billing		220.00	375.20
Check	04/05/2023	13987	SWRCB - W & WW Cert	OIT 1 Renewal		110.00	265.20
Deposit	04/05/2023			ALL PAID	316.00		581.20
Deposit	04/05/2023			Deposit	3,881.89		4,463.09
Deposit	04/06/2023			All Paid	514.30		4,977.39
Check	04/07/2023	13988	SWRCB-DWOCP	T2 Treatment certificate renewal-Cox		110.00	4,867.39
Deposit	04/07/2023			ALL PAID	578.01		5,445.40
Deposit	04/10/2023			ALL PAID	872.41		6,317.81
Deposit	04/10/2023			ALL PAID	151.44		6,469.25
Deposit	04/11/2023			Deposit	7,394.41		13,863.66
Deposit	04/11/2023			Deposit	12,578.51		26,442.17
Liability Check	04/12/2023		QuickBooks Payroll Service	Created by Payroll Service on 04/11/2023		4,742.75	21,699.42
Check	04/12/2023	13994	Jungle Gym	1 gym memberships 3months APRIL <may<june< td=""><td></td><td>150.00</td><td>21,549.42</td></may<june<>		150.00	21,549.42
Deposit	04/12/2023			ALL PAID	624.75		22,174.17
Liability Check	04/12/2023	E-pay	United States Treasury	94-1634964 QB Tracking # 1863645886		4,742.28	17,431.89
Liability Check	04/12/2023	EFT	Employment Development Departmen			363.77	17,068.12
Liability Check	04/12/2023	EFT	Employment Development Departmen			169.06	16,899.06
Paycheck	04/13/2023	DD1293	Chaille, Calvin C	Direct Deposit	0.00		16,899.06
Paycheck	04/13/2023	DD1294	Cherubini, Dru A	Direct Deposit	0.00		16,899.06
Paycheck	04/13/2023	13990	Esget, Douglas R			2,066.98	14,832.08
Paycheck	04/13/2023	DD1295	Gradin, Glenn A	Direct Deposit	0.00		14,832.08
Paycheck	04/13/2023	13991	Moore, Eric S			1,400.74	13,431.34
Paycheck	04/13/2023	13992	Moore, Marshall C			1,211.74	12,219.60
Paycheck	04/13/2023	13989	Cox, Cody R.			2,720.17	9,499.43
Paycheck	04/13/2023	13993	Sawboh, Andrew D	. ===		962.81	8,536.62
Check	04/13/2023	13995	Michael McKaskle	rredc FEB 2023 - no mileage	202.24	50.00	8,486.62
Deposit	04/13/2023			ALL PAID	203.04		8,689.66
Deposit	04/13/2023			Deposit	6,711.24		15,400.90
Deposit	04/14/2023			ALL PAID	736.32		16,137.22
Deposit	04/17/2023			ALL PAID	943.86		17,081.08
Deposit	04/17/2023	4.4000	0	ALL PAID	500.00	000.04	17,581.08
Bill Pmt -Check		14000	Greenwired	Rusk Tank Batteries (2)		323.31	17,257.77
Bill Pmt -Check		14001	Industrial Service & Supply Inc	INV# 036866		6,275.36	10,982.41
Bill Pmt -Check		13996	Napa Auto Parts	INV# 892429		29.06	10,953.35
Bill Pmt -Check		13997	Security Lock & Alarm	INV#220014742 APR MAY JUNE 2023		231.00	10,722.35
Bill Pmt -Check Bill Pmt -Check		13998 13999	Staples Credit Plan Wyckoff's-Fortuna	Acct # 7439 -2-25-23 _ 3-24-23 Customer #2-7001		160.81 223.04	10,561.54 10,338.50
Check	04/17/2023	14002				30.79	
		14002	Cherubini, Dru A C& K	mileage through 3-31-23 32585			10,307.71
Bill Pmt -Check Bill Pmt -Check		14003	Dazey's/Stephen's	MAR 2023 Billing		98.82 26.93	10,208.89 10,181.96
Bill Pmt -Check		14004	Immense Impact LLC	RWI Annual Payment 2023		457.00	9,724.96
Bill Pmt -Check		14005	Recology Humboldt County	MAR INV#30128953 - Office		29.76	9,695.20
Bill Pmt -Check		14007	SWRCB-DWOCP	T2 retest - Andrew Sawboh		45.00	9,650.20
Bill Pmt -Check		14007	SWRCB - W & WW Cert	Grade III Renewal - C. Chaille		150.00	9,500.20
Liability Check		14009	Variable Annuity Life Ins. Co.	Grade III Nonewal G. Gridine		2,307.46	7,192.74
Liability Check		14010	California State Disbursement Unit	Case #0230052791-01		1,360.13	5,832.61
	04/17/2023	14011	Franchise Tax Board	641633706534050444		600.00	5,232.61
Bill Pmt -Check		14012	Umpqua Bank	MAR Billing		1,589.82	3,642.79
Deposit	04/19/2023	11012	ompqua Barik	Deposit	11,803.44	1,000.02	15,446.23
Deposit	04/19/2023			Deposit	8,831.49		24,277.72
Bill Pmt -Check		14013	Apex	Diesel	3,001.10	1,730.63	22,547.09
Bill Pmt -Check		14014	Pacific Gas & Electric	WastePlant,Evergreen B&LS, Office		4,774.36	17,772.73
Bill Pmt -Check		14015	True Value	1451		110.89	17,661.84
Bill Pmt -Check		14016	Valley Pacific	195225 MAR 2023		1,274.04	16,387.80
Bill Pmt -Check		14017	Verizon	CELL PHONE month billing - MAR 5 -APR 4		261.55	16,126.25
Deposit	04/19/2023	-	-	ALL PAID	105.09		16,231.34
Bill Pmt -Check		14018	USA Bluebook	INV#264937, 286600		1,327.95	14,903.39
Check	04/19/2023	14019	Art McClure	Chair Regular Board Meeting APR 19, 2023		75.00	14,828.39

## Redway Community Services District Checking Account Activity As of April 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
Check	04/19/2023	14020	Michael McKaskle	Regular Board Meeting APR 19, 2023		50.00	14,778.39
Check	04/19/2023	14021	Marie Etherton	Regular Board Meeting APR 19, 2023		50.00	14,728.39
Deposit	04/19/2023			Chlorine Purchase	95.05		14,823.44
Check	04/20/2023	14022	Esget, Douglas R	Mlleage - March 14- APR 14		238.74	14,584.70
Deposit	04/20/2023			Deposit	2,101.22		16,685.92
Deposit	04/20/2023			Deposit	3,596.19		20,282.11
Deposit	04/21/2023			Deposit	626.75		20,908.86
General Jour	04/21/2023	Transfer		Transfer to Operations	21,000.00		41,908.86
Bill Pmt -Check		14023	GHD Inc		,	6,154.89	35,753.97
Bill Pmt -Check		14024	North Coast Labs	MAR 2023 Statement		3,395.00	32,358.97
General Jour	04/24/2023	Transfer		Transfer to Operations - Van Meter Briceleand Road 04-2023	13,000.00	-,	45,358.97
Deposit	04/24/2023			Deposit	200.00		45,558.97
Deposit	04/24/2023			Deposit	36.40		45,595.37
Liability Check	04/25/2023	E-pay	United States Treasury	94-1634964 QB Tracking # 498137490	00.40	4,602.00	40,993.37
Liability Check	04/25/2023	EFT	Employment Development Departmen	800-3247-7		347.69	40,645.68
Liability Check	04/25/2023	EFT	Employment Development Departmen	800-3247-7		166.51	40,479.17
Liability Check	04/25/2023	14030	Variable Annuity Life Ins. Co.	000-3247-7		2,254.07	38,225.10
Liability Check	04/26/2023	14030	QuickBooks Payroll Service	Croated by Payroll Sarvice on 04/25/2022		4,806.21	33,418.89
			QuickBooks Payroll Service	Created by Payroll Service on 04/25/2023	074.00	4,000.21	
Deposit	04/26/2023			Deposit	971.88		34,390.77
Deposit	04/26/2023			Deposit	6,120.22		40,510.99
Deposit	04/26/2023	<b>-</b> ,		Deposit	2,898.22		43,409.21
General Jour	04/26/2023	Transfer		Transfer to operations for transfer back to savings	67,497.00		110,906.21
Bill Pmt -Check	04/26/2023	14031	Van Meter Logging Inc.	590 Bricelend Road - 2meters		13,000.00	97,906.21
Paycheck	04/27/2023	DD1296	Chaille, Calvin C	Direct Deposit	0.00		97,906.21
Paycheck	04/27/2023	DD1297	Cherubini, Dru A	Direct Deposit	0.00		97,906.21
Paycheck	04/27/2023	14025	Cox, Cody R.			2,720.17	95,186.04
Paycheck	04/27/2023	14026	Esget, Douglas R			1,589.24	93,596.80
Paycheck	04/27/2023	DD1298	Gradin, Glenn A	Direct Deposit	0.00		93,596.80
Paycheck	04/27/2023	14027	Moore, Eric S			1,596.88	91,999.92
Paycheck	04/27/2023	14028	Moore, Marshall C			1,211.74	90,788.18
Paycheck	04/27/2023	14029	Sawboh, Andrew D			1,016.95	89,771.23
Check	04/27/2023	14032	SEF Water	Acct# 2555000-APR, MAY, JUNE 2022		23,544.00	66,227.23
Check	04/27/2023	14033	SRF Water Project Loan Fund #2546	For Deposit to fund #2546 For APR,MAY, JUNE 2022		20,472.00	45,755.23
Check	04/27/2023	14034	SEF Sewer	Acct# 2556000-800940 SEF SEWER APR,MAY,JUNE2022		23,966.00	21,789.23
Check	04/27/2023	14036	Michael McKaskle	VOID: rredc April 2023 for May Board Packet GJE, RGJE created on 04/28/2023	0.00	•	21,789.23
Check	04/27/2023	14037	Moore, Marshall C	Mileage 03-10-23 to 04-18-23		121.84	21,667.39
Deposit	04/27/2023		,	Deposit	805.70		22,473.09
Deposit	04/27/2023			Deposit	3,635.19		26,108.28
General Jour	04/27/2023	Transfer	Michael McKaskle	For CHK 14036 voided on 04/28/2023	0,0000	139.74	25,968.54
Liability Check	04/28/2023	EFT	Employment Development Departmen	699-0588-3		990.16	24,978.38
Check	04/28/2023	14038	Michael McKaskle	rredc April 2023 for May Board Packet - Reprint		139.74	24,838.64
General Jour	04/28/2023	TransferR	Michael McKaskle	Reverse of GJE Transfer For CHK 14036 voided on 04/28/2023	139.74	100.7 1	24,978.38
Deposit	04/28/2023	Transform	Wildrigot Workdokio	Deposit	244.72		25,223.10
Deposit	04/28/2023			Deposit	86.00		25,309.10
Deposit	04/28/2023			Deposit	774.56		26,083.66
Check	04/30/2023			Service Charge	114.50	35.25	26,048.41
				Service Charge	100 575 04		<u> </u>
	in Bank CCUSH - 71			-	180,575.04	166,477.26	26,048.41
ΓAL				<del>-</del>	180,575.04	<u>166,477.26</u>	26,048.41

### **Redway Community Services District** Reconciliation Summary 1004 · Cash in Bank CCUSH - 71, Period Ending 04/30/2023

	Apr 30, 23		
Beginning Balance Cleared Transactions		45,459.56	
Checks and Payments - 79 items	-99,907.27		
Deposits and Credits - 46 items	180,808.27		
<b>Total Cleared Transactions</b>	80,901.00		
Cleared Balance		126,360.56	
Uncleared Transactions Checks and Payments - 27 items	-100,347.15		
Total Uncleared Transactions	-100,347.15		
Register Balance as of 04/30/2023		26,013.41	
New Transactions			
Checks and Payments - 27 items	-44,543.27		
Deposits and Credits - 12 items	25,477.99		
Total New Transactions	-19,065.28		
Ending Balance		6,948.13	

# Redway Community Services District Savings Account Activity As of April 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
	Business Savings						25.01
	USH - Business Savi	•					25.01
	Connection Fees -	52					50,014.04
Deposit	01/31/2022			Interest	4.25		50,018.29
Deposit	02/28/2022			Interest	3.84		50,022.13
Deposit	03/31/2022			Interest	4.25		50,026.38
Deposit	04/30/2022			Interest	4.11		50,030.49
Deposit	05/31/2022			Interest	4.25		50,034.74
Deposit	06/30/2022			Interest	4.11		50,038.85
Deposit	07/31/2022			Interest	4.25		50,043.10
Deposit	08/31/2022			Interest	4.25		50,047.35
Deposit	09/30/2022			Interest	4.11		50,051.46
Deposit	10/31/2022			Interest	4.25		50,055.71
Deposit	11/30/2022			Interest	4.11		50,059.82
Deposit	12/31/2022			Interest	4.25		50,064.07
Deposit	01/31/2023			Interest	4.25		50,068.32
Deposit	02/28/2023			Interest	3.84		50,072.16
Deposit	03/31/2023			Interest	4.25		50,076.41
Deposit	04/30/2023			Interest	4.12		50,080.53
Total 1015 · CC	USH - Connection Fe	ees -52			66.49	0.00	50,080.53
1020 - CCUSH -	· Meadows Deposits	s - 51					16,040.36
Deposit	01/31/2022			Interest	1.36		16,041.72
Deposit	02/28/2022			Interest	1.23		16,042.95
Deposit	03/31/2022			Interest	1.36		16,044.31
Deposit	04/30/2022			Interest	1.32		16,045.63
Deposit	05/31/2022			Interest	1.36		16,046.99
Deposit	06/30/2022			Interest	1.32		16,048.31
Deposit	07/31/2022			Interest	1.36		16,049.67
Deposit	08/31/2022			Interest	1.36		16,051.03
Deposit	09/30/2022			Interest	1.32		16,052.35
Deposit	10/31/2022			Interest	1.36		16,053.71
	11/30/2022			Interest	1.32		16,055.03
Deposit	12/31/2022				1.36		16,056.39
Deposit				Interest			
Deposit	01/31/2023 02/28/2023			Interest	1.36		16,057.75
Deposit				Interest	1.23		16,058.98
Deposit Deposit	03/31/2023 04/30/2023			Interest Interest	1.36 1.32		16,060.34 16,061.66
•	USH - Meadows Dep	oosits - 51			21.30	0.00	16,061.66
	·						
Cash in County		on Fund					842,367.76
	SRF Water Proj Loa			IANI 0000 Paura ant		00.050.00	286,452.74
	. 01/05/2022	GAG	CDE Water Project Lacra Francis 405.40	JAN 2022 Payment	00 470 00	38,250.00	248,202.74
Check	03/16/2022	13231	SRF Water Project Loan Fund #2546	For Deposit to fund #2546 For JUL AUG SEPT 2021	20,472.00	00.050.00	268,674.74
	. 07/11/2022	GAG		JULY 2022 Payment	00.040.05	38,250.00	230,424.74
General Jou		GAG	ODEW - D	TRF from 2555 OCT <nov<dec -="" 2021="" 2022<="" jan<feb<march="" td=""><td>39,918.00</td><td></td><td>270,342.74</td></nov<dec>	39,918.00		270,342.74
Check	04/27/2023	14033	SRF Water Project Loan Fund #2546	For Deposit to fund #2546 For APR,MAY, JUNE 2022	20,472.00		290,814.74
Total 1100 · #	2546 SRF Water Pro	oj Loan Fund			80,862.00	76,500.00	290,814.74
	SRF Payment Rese						82,329.00
ı otal 1105 ⋅ #	2547 SRF Payment	Reserve Fund					82,329.00

# Redway Community Services District Savings Account Activity As of April 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
1110 - #2548 Dav							4,584.11
Total 1110 · #254	8 Davis Grunsky	/ '68 Reserve					4,584.11
1115 · #2549 Dav	ris Grunsky '74	Reserve					18,563.30
Total 1115 · #2549	9 Davis Grunsky	/ '74 Reserve					18,563.30
1120 · #2550 Tax	Revenue Fund	l-Water					89,472.13
General Jou 0	)1/11/2022	GAG		Grunsky DI Interest Paid		2,988.90	86,483.23
General Jou 0	01/11/2022	GAG		Grunsky Principal Payments		20,056.52	66,426.71
General Jou 0	06/30/2022	GAG		Transfer to SEF Sewer		11,855.00	54,571.71
	06/30/2022	Prop Tax		(25881.77+1263.21+20.26+2907.43)	34,006.74		88,578.45
	08/01/2022	GAG		transfer to SEF Water Oct 21 through March 22		46,970.00	41,608.45
General Jou 1	2/01/2022	GAG				23,282.39	18,326.06
Total 1120 · #2556	0 Tax Revenue	Fund-Water			34,006.74	105,152.81	18,326.06
1125 · #2555 SEI	F - Water						336,056.00
Check 0	04/25/2022	13306	SEF Water	Acct# 2555000-800940 JULY, AUG, SEPT 2021	23,928.00		359,984.00
	08/01/2022	GAG		SEF PYMTS OCT <nov<dec 2021<jan<feb<march="" 2022<="" td=""><td>46,970.00</td><td></td><td>406,954.00</td></nov<dec>	46,970.00		406,954.00
	08/01/2022	GAG		transfer to SRF		39,918.00	367,036.00
	9/22/2022	GAG		1/4 cost of pavement project to Meadows tank		15,942.50	351,093.50
	1/16/2022	GAG		Transfer to Operstion to cover any shortages		30,000.00	321,093.50
	01/19/2023	GAG		Transfer from savings to Operations		25,000.00	296,093.50
	)2/27/2023	GAG		Transfer to operations from Water SEF		20,000.00	276,093.50
	04/21/2023	Transfer		Transfer to Operations		21,000.00	255,093.50
	04/24/2023	Transfer		Transfer to Operations - Van Meter Briceleand Road 04-2023		13,000.00	242,093.50
	)4/26/2023	Transfer		Transfer to operations for transfer back to savings		67,497.00	174,596.50
Check 0	)4/27/2023	14032	SEF Water	Acct# 2555000- APR, MAY, JUNE 2022	23,544.00		198,140.50
Total 1125 · #255	5 SEF - Water				94,442.00	232,357.50	198,140.50
1130 · #2557 T &	D Rehab Proj.	Fund					24,910.48
Total 1130 · #255	7 T & D Rehab	Proj. Fund					24,910.48
otal Cash in County	y - Water				209,310.74	414,010.31	637,668.19
ash in County - S	ewer						205,969.31
1135 · #2551 Tax		er					74,194.90
General Jou 0		County		USDA Sewer Loan Payment 02-01-2022		12,037.50	62,157.40
General Jou 0		County		SEF Payments JULY, AUG, SEPT 2021		24,426.00	37,731.40
General Jou 0		County		SEF Payments OCT, NOV, DEC 2021		23,918.00	13,813.40
General Jou 0		GAG		Transfer to SEF Sewer		11,855.00	1,958.40
	06/30/2022	GAG		USDA Loan principal transfer from SEF Sewer	28,500.00	,555.55	30,458.40
	06/30/2022	Prop Tax		24242.86+1217.6+19.52+2723.32	28,812.14		59,270.54
	08/31/2022	GAG		USDA LOAN PAYMENT AUG 2022		40,537.50	18,733.04
Total 1135 · #255	1 Tax Revenue	-Sewer			57,312.14	112,774.00	18,733.04
1140 - #2554 RCS	SD RECD Grant	Sewer					841.08
Total 1140 · #255							841.08

# Redway Community Services District Savings Account Activity As of April 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
1145 - #2556	SEF - Sewer						75,553.96
General Jou	01/07/2022	County		SEF Payments JULY, AUG, SEPT 2021	24,426.00		99,979.96
Deposit	05/09/2022	·		INV# 380-0004552		18,377.69	81,602.27
General Jou	05/16/2022	County		SEF Payments OCT, NOV, DEC 2021	23,918.00		105,520.27
General Jou	06/01/2022	County		payment for GHD 380-0006235, 0012532, 0012617		19,809.00	85,711.27
General Jou	06/30/2022	GAG		Transfer from Tax Water and Sewer SEF PYMTS JAN, FEB, MAR 2022	23,710.00		109,421.27
General Jou	06/30/2022	GAG		USDA Loan principal transfer to TAX - Sewer		28,500.00	80,921.27
General Jou	08/02/2022	County		payment for GHD 380-0008554, 0011392, 0013574		35,963.87	44,957.40
General Jou	09/22/2022	GAG		GHD 380-0016065, 380-0017686		30,145.22	14,812.18
General Jou	01/22/2023	GAG		MIKSIS Clean Sanitary sewer INV#110227		10,960.00	3,852.18
Check	04/27/2023	14034	SEF Sewer	Acct# 2556000-800940 SEF SEWER APR,MAY,JUNE2022	23,966.00		27,818.18
Total 1145 · #2	556 SEF - Sewer				96,020.00	143,755.78	27,818.18
1150 · #2558 I	& I Project Fund	l-Sewer					5,885.13
	558 I & I Project I						5,885.13
1155 - #9855 9	5 COP Payment I	Fund-Sewer					1,309.15
	855 95 COP Payn						1,309.15
1160 - #9856 '	95 Reserve Fund	Sewer					48,185.09
Total 1160 · #9	856 '95 Reserve	Fund Sewer					48,185.09
Total Cash in Cou	ınty - Sewer				153,332.14	256,529.78	102,771.67
TAL					362,730.67	670,540.09	806,607.06

### Redway Community Services District Payments from Customers

Туре	Date	Memo	Amount
1300 - Accounts Re	eceivable		
Deposit	04/05/2023	ALL PAID	-316.00
Deposit	04/05/2023	Deposit	-3,881.89
Deposit	04/06/2023	ALL PAID	-514.30
Deposit	04/07/2023	ALLPAID	-578.01
Deposit	04/10/2023	ALL PAID	-872.41
Deposit	04/10/2023	ALL PAID	-151.44
Deposit	04/11/2023	Deposit	-7,394.41
Deposit	04/11/2023	Deposit	-12,578.51
Deposit	04/12/2023	ALLP AID	-624.75
Deposit	04/13/2023	ALL PAID	-203.04
Deposit	04/13/2023	Deposit	-6,711.24
Deposit	04/14/2023	ALL PAID	-736.32
Deposit	04/17/2023	ALL PAID	-943.86
Deposit	04/17/2023	ALL PAID	-500.00
Deposit	04/19/2023	Deposit	-11,803.44
Deposit	04/19/2023	Deposit	-8,831.49
Deposit	04/19/2023	ALL PAID	-105.09
Deposit	04/20/2023	ALL PAID	-2,101.22
Deposit	04/20/2023	Deposit	-3,596.19
Deposit	04/21/2023	ALL PAID	-626.75
Deposit	04/24/2023	ALL PAID	-200.00
Deposit	04/24/2023	ALLPAID	-36.40
Deposit	04/26/2023	ALL PAID	-971.88
Deposit	04/26/2023	Deposit	-6,120.22
Deposit	04/26/2023	Deposit	-2,898.22
Deposit	04/27/2023	ALL PAID	-805.70
Deposit	04/27/2023	Deposit	-3,635.19
Deposit	04/28/2023	ALL PAID	-244.72
Deposit	04/28/2023	Deposit	-774.56
Total 1300 · Accour	nts Receivable		-78,757.25
TOTAL			-78,757.25

# Redway Community Services District A/P Aging Summary As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Advanced Security Systems	117.00	0.00	0.00	0.00	0.00	117.00
Blue Star	214.09	0.00	0.00	0.00	0.00	214.09
C& K	117.25	0.00	0.00	0.00	0.00	117.25
Calpers	11,355.43	0.00	0.00	0.00	0.00	11,355.43
colonial Life	888.90	0.00	0.00	0.00	0.00	888.90
Dazey's/Stephen's	36.07	0.00	0.00	0.00	0.00	36.07
Fire District Association of CA EBA	904.22	0.00	0.00	0.00	0.00	904.22
Frontier	503.29	0.00	0.00	0.00	0.00	503.29
GHD Inc	0.00	0.00	0.00	0.00	27,392.27	27,392.27
Johnson Propereties	700.00	0.00	0.00	0.00	0.00	700.00
McMurchie Law Firm	1,269.00	0.00	0.00	0.00	0.00	1,269.00
Metron Farnier, LLC	21.55	0.00	0.00	0.00	0.00	21.55
Milt's Saw Shop	231.83	0.00	0.00	0.00	0.00	231.83
NorthPoint Consulting Group	2,426.71	0.00	0.00	0.00	0.00	2,426.71
NTU Technologies	1,032.00	0.00	0.00	0.00	0.00	1,032.00
Pacific Gas & Electric	5,286.08	0.00	0.00	0.00	0.00	5,286.08
Randall Sand & Gravel	378.05	0.00	0.00	0.00	0.00	378.05
Recology Eel River	54.30	0.00	0.00	0.00	0.00	54.30
Recology Humboldt County	29.76	0.00	0.00	0.00	0.00	29.76
Southern Humboldt Chamber of Commer	75.00	0.00	0.00	0.00	0.00	75.00
True Value	81.30	0.00	0.00	0.00	0.00	81.30
Wyckoff's-Fortuna	18.52	0.00	0.00	0.00	0.00	18.52
TOTAL	25,740.35	0.00	0.00	0.00	27,392.27	53,132.62

## Redway Community Services District Payroll Details by Account

April 2023

	Apr 23	Apr 22	Jul '22 - Ap
Ordinary Income/Expense Expense Administrative & General Insurance			
5035 · Retiree Health Insurance 5040 · Employee Health Insuran	420.02 11,768.62	-148.06 9,425.57	1,889.80 114,111.78
5045 · Workers' Comp	0.00	0.00	11,579.35
Total Insurance	12,188.64	9,277.51	127,580.93
5100 · Payroll Taxes 5150 · Wages	3,074.98 17,591.09	3,020.09 16,150.39	36,716.20 208,581.13
Total Administrative & General	32,854.71	28,447.99	372,878.26
Water Treatment 5220 · Wages	8,270.78	8,802.66	85,024.30
Total Water Treatment	8,270.78	8,802.66	85,024.30
Water Trans & Distribution 5320 - Wages	4,940.79	5,527.28	62,523.55
<b>Total Water Trans &amp; Distribution</b>	4,940.79	5,527.28	62,523.55
Sewer Treatment 5420 · Wages	8,132.44	8,113.56	95,209.17
Total Sewer Treatment	8,132.44	8,113.56	95,209.17
Sewer Collection 5520 · Wages	1,132.86	191.25	10,126.33
Total Sewer Collection	1,132.86	191.25	10,126.33
Total Expense	55,331.58	51,082.74	625,761.61
Net Ordinary Income	-55,331.58	-51,082.74	-625,761.61
Net Income	-55,331.58	-51,082.74	-625,761.61



#### Redway Community Services District P.O. Box 40 Redway, CA 95560 (707) 923-3101

May 11th, 2023,

General Manager's Report

The California Drought Monitor reports that no drought exists for Humboldt County, map released Thursday May 11<sup>th</sup>, 2023. Trinity and Siskyou County however are in the DO stage "Abnormally Dry". We are preparing for drier weather on the horizon. The State is now requiring new drought monitoring reporting. This is a new reporting requirement called the Drought and Conservation Reporting Program through the Department of Drinking Water at the State. We have just started this new reporting schedule this month, the information that they are requiring from us and our equipment annually at the Water Treatment Plant is the total amount produced, total amount sold, total amount lost. They are also requiring run times on our pumps, along with our pumping and static level fluctuations throughout the year in the infiltration gallery wet well at the Water Treatment Plant.

This information is collected, and submitted by the District's Chief Plant Operator to the Department of Drinking Water and is then entered into the EAR "electronic annual reporting system" with the State Water Resources Control Board, in order to be better prepared for potential droughts throughout California. This is a new requirement for all Public Water System's throughout California.

*Solar*, I only just recently requested information from RCEA, and have not heard back as of yet, I expect to hear back from them before the Board meeting on the 17<sup>th</sup>. The last time that we spoke with RCEA, we were waiting to hear back on a couple of things. We were looking to see if we will be deemed Categorically Except by the Bear River Rancheria for the work that needs to be performed there at the solar jobsite. As I mentioned in last month's report the District requires this in writing from the Tribe, the District has not received this document yet. RCEA mentioned that it could take more than a week to get a letter, and it has been several.

I will be reaching out to the Bear River Rancheria this week for a follow up. Once we have received and recorded that, we can move forward with a funding process for this solar project. The solar project will be included in the next scheduled infrastructure committee meeting.

Wastewater Collection and Treatment Project. Our next meeting with GHD is scheduled for 5/11/23 to discuss moving out of 30% design and moving into 60% design. The 30% design set was largely focused on the drawings and drawing detail toward the end after design. We did our best to obtain quotes for large equipment items but had to make assumptions elsewhere based on experience. Our last amendment was approved by the SWRCB, which was the last



#### Redway Community Services District P.O. Box 40 Redway, CA 95560 (707) 923-3101

thing we were waiting on to move into the 60% phase. The collection system improvements, design details, specification and cost estimates will be prepared at this 60% phase. We will be having another meeting here very soon which will only be about the drying bed #1.

This is the bed that we ran a test on but were not able to run the full testing that was needed on it. The reason we were not able to fully complete this pilot test is because the operators at the plant need to use it for the drying of the stored coagulated sludge that we store throughout the wet months. The pilot test requires us to fill the bed several times with Waste Activated Sludge from the Wastewater Plant process control.

Dogwood Lift Station, The Redway CSD office has had several meetings these past couple of months with the Office of Emergency Services, and FEMA. These meetings were about the two declared disasters, the recent flooding, and the Ferndale Earthquake. During one of the Office of Emergency Services meetings Briceland rd. came up because of the surface runoff that occurs up and down this road which is classified as a "major collector" is what our OES Liaison had told me. It is also classified as a FHWA road Federal Highway Administration. I was told that typically when there is action that is required on one of these FHWA roads, it is typically Caltrans that performs the work. This information is new to the office, and we will be looking into this further.

I was able to get some support, as well as potential contacts at Caltrans so far. I have reached out but have not received a response yet. Beyond this we will continue to seek out funding for the hardening of our facility at the Dogwood Lift Station off Briceland Thorne Rd here in Redway. We are also still awaiting the two letters that were requested from Mr. Mattson, and Mr. Bronkall with the County of Humboldt, Public Works Department – Road and Equipment Maintenance Division which they said they would produce for us during the April 7<sup>th</sup> meeting that we held.

*LAFCO*, The Humboldt LAFCO office will hopefully have the MSR "Municipal Service Review" Determinations done real soon, they were waiting on some billing questions from us that they have recently received which was regarding how long we have been serving the Eel River Conservation Camp, as well as the YMCA Camp raven Cliff. They are now part of our SOI "Sphere of Influence" since we have been billing them prior to 2001'. I hope to have something



#### Redway Community Services District P.O. Box 40 Redway, CA 95560 (707) 923-3101

to report during the Board meeting. There were also a few edits in the draft, and I will be going over it with the Humboldt LAFCO office once more before it is submitted, and we can include this draft of the new MSR during this next Infrastructure committee meeting.

Regards,

Cody Cox

General Manager

R.C.S.D.

#### To: RCSD Board of Directors

#### Office Manager's Memo

MAY 17<sup>th</sup>, 2023

Credit card processing. For the month of April we had 65 transactions with a value of \$13,152.10. In March, we had 68 transactions with a value of \$13,665.10 in credit card transactions. With ALLPAID the customers are charged 2.25% for each phone, website or in-person transaction with no fees to RCSD. An additional \$2.25 is charged to the customer if the transaction occurs over the telephone through the ALLPAID call center. The ALLPAID call Center has been added to our new phone tree, our customers will need to tell them that our PLC# of a004ye. This is a code number that identifies us, Redway Community Services District.

Profit to Loss. July 1<sup>st</sup>, 2022, to April 30<sup>th</sup>, 2023, is 83% of the fiscal year. Income was \$699,574 which is 68% of projected income for the fiscal year, \$766,023 which is 75% if you include the tax revenue that has not been recorded. Expenses were \$1,043,876 which is 101% of the projected income or 87% for the projected expenses for this fiscal year. We will be going into our 21/22 audit in May. I have reached out to our CPA for advice.

LIHWAP 'low-income household water assistance program'. Redway Community Services District has signed up as an authorized water and wastewater provider and our customers can sign up for the service. LIHWAP will offer a one-time payment of up to \$15,000.00(previously \$2,000) to help qualified customers of Redway Community Services District to pay their past due water or wastewater bills. We inform any customer that is behind, and we have been informed that several customers have completed the steps and we received their payments. The program will operate through August 31, 2023. Additionally, individuals interested in learning about how LIHWAP may help them pay their bills and when they can apply can find information at <a href="https://csd.ca.gov/waterbill">https://csd.ca.gov/waterbill</a>. They encourage all rate payers to apply even for current billing and that they may even receive a credit to their accounts since the checks go directly to the water district.

Billing and Allocations. Our past due for the month of April is \$99,858.05. In March it was \$95,372.27. It appears that the past due fluctuates around \$10,000 up or down every month from 3-2020. The high in December 2020 was \$97,000 from \$37,000 in March 2020, the month the pandemic started.

2021-2022 Audit. We missed the window for an early audit. We are a month away from having it performed. Our CPA is in need to review data which will have to wait until 05-15-2023. I will review the process to determine why we missed the early window and make accommodations to be on time. County Reports.

Past Due accounts. There is no change in the number of accounts that are shut off currently (7). Last month we sent out 54 lien letters regarding delinquent accounts. We are about to process 15 of them for liens on their property (some paid their accounts, some entered into payment arrangements, and some made promises). A couple of letters were returned, bad addresses for either the property or the mailing addresses of the owner, so we will be kind to those and give them a call, if the phone numbers are correct, and extend them some time to reconcile those accounts.

Telephones. The transition to our new Verizon desk phone system is complete. We are finished with the Frontier reduction of lines. As of March 27<sup>th,</sup> we no longer use Frontier for the Office, Emergency line and the fax line. Our last monthly bill for all accounts was \$503.29(Frontier) and \$104.77(Verizon). Last year for the same month \$723 with Frontier only. A saving of approximately \$116 per month with our current arrangement. We will look at converting the remaining phone lines in October, with either Frontier FO or Verizon wireless.

Backup Power at Office. We will need to have back-up power here at the office. For the meantime we will utilize a generator until we install a transfer switch and a wall battery for inside the office (CIP). We will look at other funding opportunities to achieve the end goal. Hopefully, we can accomplish this after the rate study and before the rains next winter.

2500 square feet of district property above Redwood Drive. At some point we will need to determine our access to our property above Redwood Drive for a potential well location.

Respectfully,

### Glenn Gradin

"When the well is dry, we learn the worth of water." Benjamin Franklin

### Water Treatment

We are currently investigating different UV Technologies and what is working for some other smaller Districts that have started using it for the exact same thing that we are wanting to accomplish and that we would like to apply at our Surface Water Treatment Plant. The Ultraviolet Treatment method will definitely help supplement the use of the chlorine that is needed for disinfection at the Plant as well as the chlorine residual that needs to be present throughout the water distribution system in town. I will spend a little more time and see if I am able to get some sort of demonstration of this equipment, but I have not had much luck so far, worth a shot.

During this next infrastructure committee meeting I will have the cost estimates for the UV system that we want to install as well how much it will cost to operate it, there will be several different scenarios as far as the treated effluent is concerned because of the treated flow that can change throughout the year because of weather. The Water Plant cleanup is going well, our Field Supervisor is doing a great job with this, which also includes organizing and we are digging into the inventory as well. All our unit prices for our parts need to be updated in our inventory and maintained so that these unit prices are current. This is important for several reasons, Capital Improvement work up's, Disaster incident projects that have been performed, water hydrant installation's etc.

The Water Treatment Plant is under normal operating Conditions this month with the little bit of rain that we did have the Static level sits right around 10′, and the pumping level drops down to right around 9.5′, and we are still at 350 gallons per minute.

### Wastewater Treatment

We are moving into the dry weather operations out at the Wastewater Plant. This means biological, and process control changes in the day-to-day operations. We will start hauling off the Biosolids soon to Fortuna. This also means that we will start utilizing the sand filter bed more and getting away from the coagulant during the drier weather when we can. The coagulant wasting operation is still needed until we start progressing further into the Wastewater Plant improvements project. Depending on the efficiency of the new biosolids removal process. They will also be cleaning out the chlorine contact chamber which they do every year, this is the last treatment process at the Plant before the treated effluent is pumped out to the ponds.

#### **Wastewater Collection**

Now that the Inflow and Infiltration has subsided, staff is getting back into the sewer collection system to revisit some of the inspection sites to get some better footage of just a few spots. We have the actual footage of the water moving into the sewer system, we just want to make sure we have a clear shot of all the material that has been separated. We have dropped the FEMA disaster incident number, which was for the flooding, but are continuing with the OES Ferndale earthquake incident because of the

damage it caused to our sewer system. There was the damage it caused on Pacific, and there is a good separation on Oakridge and possibly a few others that we are currently identifying. The FEMA incident number was dropped because we could not prove that the debris that is in the sewer collection system was caused by the flooding that took place early this year. We have had our sewer system inspected with camera equipment before, but we do not have maintenance records of ever having the sewer system cleaned before. Once I discovered this and reported it to FEMA, I elected that we withdraw, and start the withdrawal process. Our FEMA representative that was assigned to us agreed.

### Water Distribution

Meter reads went well this month. We have been holding a regular staff meeting each month and one of the revolving topics is the meter reading process with our meter readers. Some of the things discussed between us is efficiency. Once we have the meter-read tablets loaded, and are handed out to the meter readers, we are focused on meter reading, and this is what we are prioritizing. This is what I am stressing at the staff meetings, that we are taking our time with the reads, making sure they are accurate, and then turned in and unloaded in a timely manner. This has been a topic because re-reads, and work orders associated with the meter reading have been held up with billing too many times.

We are all communicating our concerns at our meetings, and meter reading has gotten much smoother as a result. We will soon be starting a new mainline installation project off West Coast Rd. We will be installing a new 4" C900 water main line off the existing 6" C900 on West Coast Dr. This will extend under the Redwoods Rural Clinics parking, and then approximately 180' to where it will end and a new 6" Commercial Fire Hydrant, and the four existing meters will then be fed off the new line. This new 4" C900 line will be replacing an existing, failing 2" steel line that will be taken offline, there have been several leaks on this line on our side for some time now.

Cody Cox G.M R.C.S.D.

### **Redway CSD – Production/Treatment Activity**

May 8, 2023

**Unit of measure is gallons:** 

**Water Production Report: For April 2023** 

<b>Water Produced</b>	<b>District Use</b>	Unmetered	Sold	Daily Avg.
Feb 2021 4,511,687	919,739	929,233	2,662,715	161,132
Feb 2022 3,693,809	296,293	1,206,624	2,190,892	131,922
Feb 2023 3,813,139	671,078	198,516	2,943,545	136,184
Mar 2021 4,411,797	562,457	1,201,263	2,648,077	142,316
Mar 2022 4,203,615	432,135	1,157,138	2,614,342	135,600
Mar 2023 4,211,003	1,620,076	442,925	2,148,002	135,839
Apr 2021 4,949,740	625,220	996,653	3,327,867	164,991
Apr 2022 4,056,661	579,449	1,273,282	2,203,930	135,222
Apr 2023 4,214,727	1,443,228	569,985	2,201,514	140,491

### **Wastewater Treatment Report: For April 2023**

	Influent	Effluent	Difference
Jan 2023	13,957,746	11,661,571	2,296,175
Feb 2023	6,077,182	5,479,829	897,353
Mar 2023	13,766,418	12,269,515	1,496,903
Apr 2023	6,205,756	5,619,054	586,702

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Apr 2023

### WORKPLACE SAFETY REPORT

Redway CSD employees perform safety inspections at least monthly. The following sections are the major areas observed:

SECTION 1

**Fire Extinguishers** 

Date Serviced 2-22-23

Monthly Inspection recorded on unit.

Date 4-1-23

**SECTION 2** 

Flammables Storage

Check fuel tanks for leaks

Waste WTP

Water Plant Dogwood LS

Check fuel connections for seeps-

Fuel cans stored properly

Date 4-7-73

**SECTION 3** 

**Work Areas** 

Chemicals properly stored and marked.

No Spills or trip hazards.

Exits are accessible.

Date 4-5-23

**SECTION 4** 

**Electrical Equipment** 

Switches and circuit breakers labeled. Extension and power cords are serviceable.

Lockout Devices serviceable

Date 4-5-23

#### **SECTION 5**

#### Ladders, Hand Tools & Chains

Properly stored and are in serviceable condition Handles are tight to hammer head No missing or broken steps Chain links and hooks inspected

Date 2

#### **SECTION 6**

#### **Machine Hazards**

Wiring has no loose connections or bare wires. Safety guards in place proper warnings for automated systems. Tie downs or mounts secured.

Date 4-6-23

#### **SECTION 7**

#### **Environment & Personal Protective Devices**

There is adequate lighting & ventilation available when applicable MSDS sheets are current.

Hearing, Eye and protective clothing is serviceable.

Emergency phone numbers are posted and first aid kits current.

Spill Containment Kits are complete

Signature

Confined space equipment checked for serviceability Survivor Air Systems inspected and serviceable

Date 4-7-23

Any Incidents to Report for month

Date 5-1-23

### Redway C.S.D.

### EMPLOYEE SAFETY TRAINING AND MEETING REPORT

One copy is filed with the master training file for each course or session in the IIPP

Administrator's files. The master file includes this form, the training course curriculum, all

One copy is maintained in Human Resources where the following information is retrieved and inserted into each attendee's personnel file on the organization's Record of Training Form:

1. All safety training and meetings conducted for organization employees are documented on this form.

training handouts, and anything else pertaining to the training program.

Use of this Form

a. Training

2)

2. The completed form is distributed and filed as follows:

	ee name	d) Training subject	
c) Date of	ee's department training	e) Whether a certificate was iss	ued
b. Safety Meetings			
This form is filed with t	he master meeting	file for each safety meeting in the IIPP Administrator's	files.
The master file include	s this form, the sa	fety meeting agenda, all safety meeting handouts and a	anything
else pertaining to the s	arety meeting.		
Check (√) if the Program was	Training	Check (✓) if the Program was a <u>Safety Meeting</u>	4
Training/Safety Meeting Su	bject(s):		
HEAT ILLNESS P		(SORMA HANDOUT)	
Certificate Issued (circle an	swer): Yes No		
Training/Meeting Date:	Training Ins	tructor/Meeting Leader Name(s):	
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Employee Safety Training & Meeting Report
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# SAF **HEAT ILLNESS PREVENTION**

When outdoor temperatures exceed 80° Cal/OSHA requires employers to have additional prevention measures in place to protect employees from heat illnesses. Everyone can be susceptible to heat illness because it is about temperature, acclimatization, exertion, and hydration. This Safety Talk will help you understand the four types of heat illness and proactive measures you can take to prevent heat illness.

#### **HEAT RASH**

Heat rash is typically red clusters of small blisters/pimples on the skin. Usually on the neck, chest, groin, or in elbow creases.

What to do - Take a recovery break in a shady, cool area. Drink slightly cool water and keep rash dry.

#### **HEAT CRAMPS**

Cramps, muscle pain, or spasms are felt most in the arms and legs and can even occur after the work has stopped.

What to do - Take a recovery break in a shady, cool area. Drink slightly cool water. Wait for cramps to stop before doing any physical activity. Seek medical help if cramps last more than (1) hour or if you're on a low sodium diet or have heart problems.



#### **HEAT EXHAUSTION**

The body becomes overly stressed with symptoms such as:

- Cool, pale, clammy skin
- Heavy sweating
- Fatigue or weakness
- Shortness of breath
- Headache, dizziness, or fainting
- Nausea or vomiting
- Rapid heartbeat and breathing
- Thirst

What to do - Get out of the heat immediately. Loosen/remove clothing. Apply cool water/ice packs to the body. Drink slightly cool water and electrolytes. Seek medical help.

#### **HEAT STROKE**

This is the most serious stage of heat illness. Symptoms may include:

- Red, hot, dry skin with very little sweating
- High body temperature, 105° F or higher
- Headache, dizziness, confusion
- Nausea or vomiting
- Rapid pulse

#### What to do

#### CALL 911 IMMEDIATELY

- ✓ Get to a shady cool area and remove unnecessary clothing
- ✓ Drink slightly cool water if possible
- √ Fan vigorously
- ✓ Apply cool water to clothing or skin
- ✓ Apply ice packs under arms, to the neck, back, and groin area

### >

# How can you prevent heat illness?

#### **DRINK WATER**

The most important thing you can do to prevent heat illness is drink plenty of water!!! The key is to drink water throughout your shift, even when you don't feel thirsty. When working in temperatures of 80° or more, Cal/OSHA requires employers to have one quart of water (4 cups) per hour available for each employee during their shift. Employees should encourage each other to drink water every hour.

#### **ACCLIMATE**

Acclimatization is a process where the body needs time to adjust to increased heat exposure. Cal/OSHA requires employers to observe and check in with employees during the acclimatization timeframe (4-14 days).

#### TAKE RECOVERY BREAKS IN THE SHADE

When working in temperatures of 80° or more, take regular breaks in the shade and drink water. Employees who wait until symptoms appear before seeking shade and recovery are at a higher risk of developing heat illness.



When outdoor temperatures exceed 80°, Cal/OSHA requires employers to have additional prevention measures in place.

#### **ADDITIONAL PREVENTION CONSIDERATIONS**

- If possible, wear long sleeves and pants to keep the radiant heat of the sun away from your skin.
- When wearing heavy personal protective equipment, respirators, or when conducting significant exertion pay extra attention to symptoms of heat illness you may be experiencing.
- Check the effects of your medications
- Avoid heavy meals, your body generates heat through digestion
- If you have a chronic disease, such as heart disease or diabetes, check with your doctor for heat illness prevention guidance.

#### **Additional Resources:**

- SDRMA Model Heat Illness Prevention Program Template
- Cal/OSHA §3395, Heat Illness Prevention Regulation
- Cal/OSHA <u>Heat Illness Prevention</u> <u>Resources</u>

This Safety Talk provides awareness level training on heat illness prevention. If this information is unclear or if you have any additional questions, please talk to you supervisor.







TO: FDAC EBA Member Districts

FROM: Carmen Berry, FDAC EBA Executive Director

DATE: March 2, 2023

SUBJECT: AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE

RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits

Authority)

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

"This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement."

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

- 1. ☐ Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
- 2. Electronic Signature Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
- 3. Electronic Signature Acrobat Sign: electronically access the Agreement, sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Melissa Feltz, FDAC EBA Coordinator c/o SMA 808 R Street, Suite 209 Sacramento, CA 95811 FAX: (916) 231-2141 mfeltz@firebenefits.org

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or <a href="mailto:mfeltz@firebenefits.org">mfeltz@firebenefits.org</a>.

#### Attachments:

- 1. ☐ Amended and Restated Joint Powers Agreement of Fire Risk Management Services
- 2. Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS
- 3. ☐ Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS & FDAC EBA

# AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES

(Formerly Fire Agencies Self Insurance System (FASIS))

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services ("FRMS") ("Agreement"), formerly known as the Fire Agencies Self Insurance System ("FASIS") is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the "Members") pursuant to the authority conferred by Government Code Section 6500 et seq.

#### RECITALS

WHEREAS, each of the Members who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker's Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, 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

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

# SECTION 1: DEFINITIONS

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

1.□	"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2.□	"Administrator" shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3.□	"Assessment" means an amount additional to a Member's initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4.□	"Board of Directors" or "Board" shall mean the governing body of FRMS.
5.□	"Bylaws" means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6.□	"Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7.□	"Contribution" shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8.□	"Coverage Program" shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers' Compensation Coverage Program for workers' compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9.□	"Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10.□	"District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11.□	"Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12.□	"Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13.□	"Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14.□	"Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15.□	"Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16.□	"Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17.□	"Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18.□	"Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19.□	"Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20.□	"Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

- 21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
- 22. "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-insurance retention levels and the amount of reserves for potential claims.

#### SECTION 2: FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

# SECTION 3: PURPOSE

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

# SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

# SECTION 5: PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

#### SECTION 6: TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

# **SECTION 7: POWERS OF FRMS**

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) □ to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

` /	to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
` /	to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
	to employ agents and employees and/or to contract for services from third-party consultants;
	to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
	to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
(8)□ t	to acquire property by gift, grant, exchange, devise, or purchase;
(9)□ t	to hold, lease, convey, sell, encumber, or dispose of property;
(10)□t	to sue and to be sued in its own name;

(12) □to obtain in its own name all necessary permits, licenses, opinions and rulings;

on behalf of FRMS or its Members;

(13) □whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;

(11) □to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued

- (14) □to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) □to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

#### SECTION 8: BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

#### SECTION 9: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

(a)□	Exercise all powers and conduct all business of this Joint Powers Authority.
(b)□	Determine the details of and select the Coverage Programs to be offered by FRMS;
(c) 🗆	Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
(d)□	Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
(e)□	Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
(f)□	Fix and collect Contributions and Assessments from participating Members in

consideration for participation in the Coverage Programs offered by FRMS.

(g)□	Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
(h)□	Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
(i)□	Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
(j)□	Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
(k)□	Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
(1)□	Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
(m)	Establish policies and procedures for the operation of FRMS.
(n)□	Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
(o)	To prepare the annual operating budget of FRMS for each fiscal year.
(p)□	To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
(q) 🗆	To exercise general supervisory power and policy control over the Executive Director.
(r)□	To transact any other business which is within the powers of the Board of Directors.
(s)□	Elect officers of FRMS.

# SECTION 10: OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

#### SECTION 11: RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

#### SECTION 12: COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

#### SECTION 13: BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

#### SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

#### SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

#### SECTION 16: ACCOUNTS AND RECORDS

(a)□	<b>Annual Budget.</b> FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
(b)□	<b>Funds and Accounts.</b> FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
(c)	<b>Investments</b> . Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) No Commingling. The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) ☐ **Annual Audit**. The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

#### SECTION 17: SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

(a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
(b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
(c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
(d) To provide loss control and safety consulting services to Members;
(e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
(f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
(g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;

(h)  $\square$  To provide such other services as deemed appropriate by the Board of Directors.

#### SECTION 18: RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

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(a)□	Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
(b)□	Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
(c)□	Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
(d)□	Each Member participating in the Workers' Compensation Program shall report job- related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job- related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
(e)□	Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
(f)□	Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
(g)□	Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
(h)□	Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

# **SECTION 19: NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

# SECTION 20: WITHDRAWAL

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) ☐ The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) ☐ The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) ☐ In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) ☐ The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b)  $\square$  The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

# SECTION 21: EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

#### SECTION 22: EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

#### SECTION 23: TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

# SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

#### SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

#### SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

# SECTION 27: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

#### SECTION 28: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

#### SECTION 29: <u>ADMINISTRATION OF PREEXISTING OBLIGATIONS</u>

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b)  $\square$  All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c)□ The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

(d)□ In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administrating the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

#### SECTION 30: MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) □ No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

# SECTION 31: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

	(Agency Name)	
Date:	By: Name/Title	



#### **History**

- Following years of informal discussions, an Advisory Committee comprised of Board Members from FDAC EBA and FASIS began meeting in 2019 to identify the most cost-effective method to merge the programs.
- The goal of the merger is to increase efficiencies, enhance member services, and provide overall administrative and fiscal savings.
- FRMS builds upon the combined 55 years of experience across approximately 210 CA fire districts under FDAC EBA and FASIS.

#### **Purpose**

- Fire Risk Management Services (FRMS), effective July 1, 2023.
- FRMS will provide streamlined services to the fire service community by offering a multi-line risk-pool providing employee benefits and workers' compensation to eligible CA fire agencies.
- FRMS will become the "one-stop shop" for insurance coverage programs for the CA fire service community.
- FRMS will draw on its combined 55 years of experience to continue to provide stable rates, broad coverage, expanded benefits and services, and excellent customer service to its members.

#### **Member Services**

- FRMS will provide comprehensive and cost-effective coverage programs to members of the CA fire service, retirees, and their families through a responsive risk pool. Coverage and Service Offerings include:
  - Workers' Compensation
  - Employee Benefits
- FRMS is a member-driven, member-directed risk sharing pool.
- FRMS provides a viable alternative to the commercial insurance market.
- FRMS works collaboratively to develop effective risk management programs to reduce losses.
- FRMS supports mental and physical health and wellness for firefighters and their families through life-long support and education.
- FRMS partners with the Fire Districts Association of California, California Fire Chiefs Association, and other allied entities.

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### FAQ

1. □What if a district is currently enrolled in one program but wants to enroll in another? What is required?

WC program is limited to fire and existing community services districts only. EB program is open to public agencies providing emergency services. If eligibility aligns, members may be considered in either program following existing established underwriting guidelines.

2. Will other program offerings be added to the employee health benefits and workers' compensation programs?

Ancillary programs that serve to benefit the greater membership will regularly be reviewed by staff and presented to the FRMS Board for consideration. The Boards have previously established as a long-term goal, an intent to add a property & liability coverage program.

3. Will we see cost reductions from this merger / consolidation?

By streamlining and sharing services previously delivered and administered by multiple service providers (program administration, legal counsel, financial and claim auditors, etc.), members of FRMS will recognize a reduction in administrative and overhead costs.

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#### State Water Resources Control Board

### Notice of Water Right Application A033334

Palomino Estates Mutual Water Company has filed an application to appropriate water by permit with the State Water Resources Control Board (State Water Board), Division of Water Rights. The project associated with the application is in Humboldt County and would divert water from the South Fork Eel River stream system.

### **Summary of Water Right Application A033334**

**Date of Filing:** The application was filed with the State Water Board on October 26, 2022.

**Source of Water:** The source of water is the East Branch South Fork Eel River tributary to the South Fork Eel River thence the Eel River.

**Amount:** The maximum amount of water requested for diversion is 8.6 acre-feet per year to be diverted at a maximum rate of 0.025 cubic feet per second.

**Season of Diversion:** The season for diversion of water is from January 1 through December 31 of each year.

**Point of Diversion:** The point of diversion is located at North 1,913,161 feet and East 6,068,446 feet by California Coordinate System, Zone 1, North American Datum 1983, within the Northeast quarter of the Southwest quarter of Section 32, Township 4 South, Range 4 East, Humboldt Base and Meridian.

Purpose of Use: The purposes of use for water are domestic and stockwatering.

**Place of Use:** The places of use for water are 70 acres for domestic and stockwatering uses within the Palomino Estates Mutual Water Company service area. All of the places of use are within Section 32, Township 4 South, Range 4 East, Humboldt Base and Meridian.

#### **Water Rights Records Database**

Documentation related to the application is available by accessing the State Water Board's electronic Water Rights Information Management System (eWRIMS) database:

- Go to https://www.waterboards.ca.gov/ewrims/
- Select "eWRIMS Database System" to open the eWRIMS Database
- Select "Accept" to accept the Public Records Act notice

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

- Select "Water Rights Records Search"
- Enter the application number in the "Application ID" field, then select "Search"
- Select the application number on the left side of the results to open the record
  - o Select "View Document" to see the application and related documentation
  - o Select "View Map" to see the application map
  - Select the "Map It" button to open the record in the eWRIMS GIS viewer

#### **Procedure for Filing Protests**

Pursuant to Water Code section 1330, any interested person may file a protest against the approval of the subject application. Protests should be submitted via email to the staff contact listed below but may also be submitted via regular mail or hand delivered. If protests are sent by mail or hand delivered, please provide a courtesy email to the staff contact listed below. Protests must be received by the Division of Water Rights or postmarked by **4:30 p.m.** on **June 6, 2023**, with copy provided to the applicant. The State Water Board may, for good cause shown, allow additional time to file a protest. For more information regarding protests, please refer to the following web page:

https://www.waterboards.ca.gov/waterrights/water\_issues/programs/applications/docs/protests.pdf

#### **Contact Information**

Please direct all requests and inquiries regarding this notice to Mark Matranga at mark.matranga@waterboards.ca.gov or (916) 327-3112 (email is the preferred means of communication). Written correspondence should be addressed to:

State Water Resources Control Board, Division of Water Rights, Attn: Mark Matranga, P.O. Box 2000, Sacramento, CA 95812-2000

All written correspondence directed to the applicant should be addressed to:

Palomino Estates Mutual Water Company, c/o Brelje and Race Consulting Engineers, Attn: John S. Locey, 475 Aviation Blvd, Santa Rosa, CA 95403

Date of Notice: The date that this public notice was issued is April 27, 2023.

#### Redwood Region Economic Development Commission Report for April 2023

The Redwood Region Economic Development Commission was formed to mitigate job losses feared to be looming due to the expansion of Redwood National Park. Upon our creation in 1977 the Department of Commerce's Economic Development Administration (EDA) first granted us funds. We are self-supporting through revenue received by lending EDA funds as well as from managing some Headwaters Fund and Humboldt Area Foundation loans. The goal of our lending is to increase employment.

We act as a lender to businesses and non-profits who are unable to access traditional financing. Much of our profits must be plowed back into our revolving loan fund but some are allowed to be used broadly towards economic development. We are using some those funds for a micro-loan program.

This Month's program was billed as Natalynne DeLapp of the Humboldt Growers Alliance speaking on the state of the cannabis industry but was really about their problems with the Humboldt Cannabis Reform Initiative which has qualified to be on the ballot in March of 2025. Ms. DeLapp criticized the HCRI for being poorly written, unfairly singling out the Cannabis industry, making changes to the General Plan that could not be undone (of course another initiative could change it but none of us mentioned it, though I thought of it) and limiting each person to only 1 permit which precludes on site sales or manufacturing or processing etc. as each use requires a separate permit. Also, every permit would need a new hearing every year. 25 Planning Commission meetings a year and about 1000 permits would entail logistical issues. She cited widely accepted estimates that there has been a 90% reduction in illegal grows to about 1500 sites and there are about 800 permitted sites so far which are likely to be the bulk of them, if only for economic reasons. She contrasted the 800 figure to Mendocino County's mere 8 permits granted. She warned that we would be unable to adapt and change and mentioned Representative Huffman is working on direct sales across state lines once Federal Prohibition is repealed.

Her understanding of the impetus of the initiative is that the relocation of gardens in the permit process to environmentally sounder locations brought impacts formerly reserved for remote rural properties into suburban communities and inspired a poorly executed backlash. One of the petitioners is her former professor, of mediation. She lamented the initiative being written by a SF (said with a hint of derision) attorney with no input from local environmental groups. When I got a turn for questions I asked "Didn't you work with Kevin Bundy (the SF attorney/ former local EarthFirst! forest defender) at EPIC (the Environmental Protection Information Center)?" "Yes", with a hint of a glare.

Before I could pipe up Supervisor Arroyo protested that she did not know the issue was the topic of the program and would have informed the proponents if she had. She and Supervisor Bushnell are on an ad hoc working group with the proponents and Planning Director Ford to see (per initiative process norms) if they want to settle for an ordinance change or some sort of alternate initiative with cleaned up language. She pointed out that in places the initiative says only "1 cultivation permit" per person (so tours, farm sales and manufacturing permits could be added) while in other places it says "1 permit". We will invite the proponents to present at a future meeting. We have only taken a position on an electoral issue once. It was related to the Balloon Tract and at the request of the city of Eureka.

We had our budget hearing. Once again nobody from the public showed up, we have a perfect record. We had a budget recap for newbies (the mayor protem of Blue Lake had her first meeting). Our margin is down a bit because we lowered interest rates at the beginning of Covid from 9-11% to 7% but the EDA gave us so much support we are doing fine. Our

income is a bit irregular, in April we originated 1.5 million in new loans (I think there is some HAF participation) and had a 1 million payoff. We generally do not take any overhead from the grants we occasionally pass through to others. We expect to have some portfolio losses this year from business that have struggled through Covid and the general economic downturn.

We joined the Offshore Wind Community Benefit Network. There were 4 abstentions who were worried that it could conflict with any negotiations the organizations they represent might have with the developers.

Our ED has a busy schedule of public events with the PUC, wind power and tourism interests.

Rio Dell is still in earthquake recovery mode but also has a river trail in progress and a gateway project.

Manila got a drainage grant and ended up buying a 'Gator' ATV instead of a work truck.

Supervisor Arroyo visited Denmark on vacation and toured Nodic Aquafarm's flagship location. She said she crawled around all over the place sniffing and could only detect a faint odor of aquarium when right above the water in the tank. Also oodles of surfers still surf in the vicinity of the (highly treated) effluent outfall pipe.

Ferndale got drainage grants.

Eureka approved the concept of parking lot housing projects but not any specific one.

HBMWD is still grappling with the state about cleaning up the former MacNamara Peeps Glendale mill site. It is an "orphan" (no financially responsible parties exist) and according to the State it's exceptionally high dioxin and PCB levels have been an "imminent danger" since 2008.

Trinidad is celebrating new tanks and pipes but lamenting high treatment staff turnover. HBHetc.D is expecting 3 federal dredge visits this year and hope to be below 48' at the mouth. The Marina is not included but should benefit from deep holes for it's sediment to move to. 2 cruise ships are expected in May.

Redway has some earthquake related I'nl.

Willow Creek got recreation grants for the upcoming Veteran's Park. There will be lighted basketball.

Arcata police department is offering \$60K for lateral transfers (hiring cops away from others).

Fortuna has a new police department building and 2 roundabouts are in the works.

CR got a \$75K workforce grant. Trustee Kelly mentioned that one reason CalPoly was opposed to the proposed Feather River College fire program was that their own was superior in that it integrated traditional native perspectives. He attended the Pelican Bay program graduation and commented on the prisoner painted murals. "People may be locked up forever but education can free their minds"- maybe not exact quote but very close. CalPoly is having a commencement ceremony in LA. A 300 seat venue sold out so fast an 1800 seat one was substituted.

HCSD had a rate hearing with very little public participation.

MCSD is strategically planning. They got 4.5 million gallons of storage and now want water line river crossing redundancy and pipe replacements. The community forest is almost actualized. Only easement accesses remain to be negotiated.

Blue Lake is getting a multi use project with commerce below and housing on top. We seem to have settled on Eureka city hall for our public meetings the 4<sup>th</sup> Monday of the Month at 6:30PM. Submitted by Michael McKaskle, RCSD RREDC delegate.