# AGENDA REDWAY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

#### **REGULAR BUSINESS MEETING**

#### VI. OPEN SESSION DISCLOSURE OF CLOSED SESSION:

#### VII. CLOSED SESSION:

1. Personnel: Employee Evaluation.

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

#### IX. REPORT FROM CHAIRMAN OF THE BOARD:

#### X. 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.

#### **XI. PREVIOUS MINUTES:**

- 1. Consider Approval of the Minutes of the Board of Directors August 16, 2023 Regular Business Meeting minutes.
- 2. Consider Approval of the Minutes of the Board of Directors September 06, 2023 Special Business Meeting minutes.

#### XII. 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 August 2023 Financial Reports.
- 2a. General Manager's Report: Review of the August 2023General Manager's Report.
  - a. Water Conservation Stage 2 Declaration; Eel River Flow
- 2b. Office Manager's Report: Review of the August 2023Office Manager's Report.
- 2c. Operation Manager's Report: Review of the August 2023 Operation Manager's Report.
- 3. Production Report: Review of the August 2023 Production Report.
- 4. Safety Report: Review of the August 2023 Safety Reports.

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

- 1. Road Condition Near Dogwood Lift Station on Briceland Road.
  - a. Report from the Dogwood Lift Station Ad-Hoc Committee.
  - ACTION REQUIRED: Discussion / Report / Action
- 2. Updating Water Ordinance.
  - a. Adding Collections Process
    - ACTION REQUIRED: Discussion / Report / Action
- 3. Updating Wastewater Ordinance; Adopting Resolution 2023-2024-04
  - a. Rescinding Wastewater Ordinance Resolution 2022-2023-08

ACTION REQUIRED: Discussion / Report / Action / Resolution 2023-2024-04

- 4. District Policies; Board Policy.
  - a. District Water Used for Commercial Agriculture in the Redway Community Services District.
  - b. 1911 Barnett Court; Will Serve Letter.

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ACTION REQUIRED: Discussion / Report / Action

- 5. New Connections:
  - a. Accessory Dwelling Unit Law; Ad-Hoc Committee Report
  - b. Property Amnesty Letter
  - c. New Connections Waiting List

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d. Houses Not Connect to Collection System

ACTION REQUIRED: Discussion / Report / Action

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

ACTION REQUIRED: Discussion / Report / Action / Resolution

7. Solar Project.

ACTION REQUIRED: Discussion / Report / Action.

- 8. Department of Water Resources / Redway Emergency Water Supply and Water Project.
  - a. Executed Grant

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ACTION REQUIRED: Discussion / Report / Action

- 9. Status of Wells
  - a. Update: Well is Online No Power.

ACTION REQUIRED: Discussion / Report / Action

10. Civil Liability Order Compliance Project.

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ACTION REQUIRED: Discussion / Report / Action

11. 2023/2024 Budget; Review and Action.

ACTION REQUIRED: Discussion / Report / Action

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12. Inspection of Water Use Agreement in Meadows Business Park.

ACTION REQUIRED: Discussion / Report / Action

13. Adoption of Water Ordinance Addition; Commercial Production in the Redway Community Services District.

ACTION REQUIRED: Discussion / Report / Action / Resolution 2023-2024-05

14. LAFCo MSR Review.

ACTION REQUIRED: Discussion / Report / Action

15. RREDC Recommendations.

ACTION REQUIRED: Discussion / Report / Action

16. Request for Temporary Field Staff.

ACTION REQUIRED: Discussion / Report / Action

XIV. CORRESPONDENCE: PAGE 99 & 111

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

- 1. DIRECTORS' REPORT
  - a. RREDC

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- 2. AD-HOC COMMITTEE REPORT
  - a. Infrastructure Ad Hoc Committee Report
  - b. Executive Ad Hoc Committee Report.

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#### XVI. COMMENTS FROM MEMBERS OF THE BOARD:

#### **XVII. MEDIA COMMUNICATION:**

#### XVIII. ADVANCED AGENDA:

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

#### **XIX. 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

August 16, 2023

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

Chairman M<sup>c</sup>Clure called the August 16, 2023 Regular Business Meeting of the Redway Community Services District Board of Directors, to order at 5:40 P.M. in the RCSD business office and by teleconference.

#### ROLL CALL:

Directors Present: Chairman McClure, Dian Griffith, Marie Etherton, Linda Sutton, Dian Griffith and Michael

McKaskle were at the Redway Community Services District business office.

#### Staff Present:

Eric Moore; Field Operator 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.

#### Staff Absent:

Cody Cox, General Manager / Operations Manager.

#### **LAND ACKNOWLEDGEMENT:**

Marie Etherton read the Districts' Statement of its Land Acknowledgement as follows.

The Redway Community Services District acknowledges that it is located within the traditional lands of the Wailaki and other Indigenous peoples. On this unceded ancestral land along the river they call Sinkyone, generations of people have stewarded this land and continue to care for the land and water. We look to our indigenous communities for their experience in caring for the water and land that we both inhabit and commit to working with them to provide quality water for all.

#### APPROVAL OF THE AGENDA:

Following review of the August 16, 2023 Agenda, Michael McKaskle motioned to move Action / Discussion Items; Continue and New, Action / Discussion Item 4. b. 1911 Barnett Court; Operations Agreement before Open Session Disclosure of Closed Session. Marie Etherton seconded the motion. Chairman McClure called for a roll call vote. Dian Griffith, Yea, Marie Etherton, Yea, Linda Sutton, Yea, Michael McKaskle, Yea, Arthur McClure, Yea. The motion was carried by a voice vote of five Yeas and zero Nays. Marie Etherton motioned to move Action/Discussion Items; Continued and New, Action/Discussion Item 4 a. District Water Used for All Cultivation in the Redway Community Services District before Open Session Disclosure of Closed Session. Michael McKaskle seconded the motion. Chairman McClure called for a roll call vote. Dian Griffith, Yea, Michael McKaskle, Yea, Linda Sutton, Yea, Marie Etherton, Yea, Arthur McClure. The motion was carried by a

roll call vote of five Yeas and zero Nays. See Action/Discussion Items Continue and New Items, Action Discussion Item 4. District Policies; Board Policy: Item a. District Water Used for All Cultivation in the Redway Community Services District and Item 4 b. 1911 Barnett Court; Operations Agreement.

#### ADOPTION OF RESOLUTION 2023-2024-02

The August 19, 2023 starting date on Resolution 2023-2024-02 was an error on the agenda. The correct starting date should have been August 16, 2023. The September 14, 2023 ending date was correct. This error was not noticed when the agenda was approved.

Authorizing Remote Meeting from August 16, 2023 to September 14, 2023: Following discussion, Dian Griffith moved to adopt Resolution 2023-2024-02 as amended, proclaiming a local emergency, ratifying the proclamation of a state of emergency by June 11, 2021, Governor Newson signed executive order N-08-21, and authorizing remote teleconference meetings of the legislative bodies of Redway Community Service District for the period August 16, 2023 through September 14, 2023 pursuant to Brown Act provisions. Linda Sutton seconded the motion. Chairman M°Clure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Arthur M°Clure, Yea, Dian Griffith, Yea, Marie Etherton, Yea. The motion carried with a roll call vote of five Yeas and zero Nays.

#### OPEN SESSION DISCLOSURE OF CLOSED SESSION:

Chairman M<sup>c</sup>Clure announced that as the General Manager is not present, Closed Session will be tabled until the September 20,2023 Regular Business Meeting.

#### **CLOSED SESSION:**

A. Personnel: Employee Evaluation: Action regarding personnel; Employee Evaluation will be reviewed at the September 2023 Regular Business Meeting.

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

As Closed Session was not held, no disclosure of Closed Session was required.

#### REPORT FROM CHAIRMAN OF THE BOARD:

Chairman M<sup>c</sup>Clure expressed his appreciation to the Districts' field and office staff for their due diligence during the leak repair on Briceland Road.

#### **PUBLIC COMMENT:**

1. No Public Comment was addressed to the Board.

#### PREVIOUS MINUTES:

Review and Action on July 19, 2023 Regular Business Meeting Minutes: Following review of
the July 19, 2023 Regular Business Meeting Minutes, Michael McKaskle moved to approve the July 19,
2023 Regular Business Meeting minutes as presented. Dian Griffith seconded the motion. Chairman
McClure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Maire Etherton, Abstain,
Dian Griffith, Yea, Arthur McClure, Abstain. The motion was carried by a roll call vote of three Yeas, zero
Nays and two Abstentions.

#### **CONSENT CALENDAR:**

- 1. Financial Report: The Board reviewed the July 2023 Financial Reports.
- 2a. General Manager's Report: The Board reviewed the July 2023 General Manager's Report. Chairman McClure inquired about the installation of an automatic gate at the water treatment plant.
  - 1. Water Stage Two Declaration: As of August 16, 2023, the flow of the South Fork of the Eel River is at 14.3 cubic foot a second.
- 2b. Office Manager's Report: The Board reviewed the July 2023 Office Manager's Report.
- 2c. Operation Manager's Report: The Board reviewed the July 2023 Operation Manager's Report.
- 3. Production Report: The Board reviewed the July 2023 Production Reports.
- 4. Safety Report: The Board reviewed the May 2023 and July 2023 Safety Reports. The Board reviewed the May 2023 and the July 2023 Safety Report.

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

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

- 1. Road Condition Near Dogwood Lift Station on Briceland Road: No new information was available for review by the Board.
  - a. Report from the Dogwood Lift Station ad-hoc committee: No report from the Dogwood Lift Station ad-hoc committee was submitted.
- 2. Updating Water Ordinance: The Water Ordinance ad-hoc committee will schedule a meeting in the near future.
  a. Adding Collections Process: No new information was available for review by the Board.
- 3. Updating the Wastewater Ordinance: Glenn Gradin informed the Board that the District has received the revised Wastewater Ordinance from Mr. McMurchie, Attorney at Law. The updated Wastewater Ordinance will be presented to the Board at the September 20, 2023 Regular Business Meeting.
- 4. District Policies; Board Policy:
  - a. District Water Used for All Cultivation in the Redway Community Services District: The Board discussed the ability of the District to provide water when the South Fork of the Eel River reaches extreme low flows.
  - b. 1911 Barnett Court; Operations Report: A member of the public inquired into the placement of water meters in the Meadows Industrial Park.
    - Mr. Jessie Jeffries submitted an operations report with an engineer's stamp as requested by the District for his proposed commercial enterprise located on 1911 Barnett Court. The Board informed Mr. Jeffries that when the Board adopts an ordinance, which will address cultivation water use within the Redway Community Services District boundaries, all new or existing accounts will be required to comply. Following discussion Michael McKaskle moved to approve Mr. Jeffries request from the District to provide a will serve letter for his commercial enterprise on 1911 Barnett Court. This is in line with the recommendations of the General Manager and also subject to limitations with the forbearance period being from June 15 to October 31. Marie Etherton seconded the motion. Following discussion after the motion was completed, the following amendments were included. Mr. Jefferies will be subject to any further ordinances and not grandfathered in and the Board of Directors will be working on the ordinance language to satisfy both the District and Mr. Jeffries. Chairman McClure called for a roll call vote. Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith Yea, Linda Sutton, Nay, Arthur McClure, Abstain. The motion passed with a roll call vote of three Yeas, one Nay and one Abstention.

#### 5. New Connections:

- a. Accessory Dwelling Unit Law: No new information was submitted to the Board for review.
- b. Property Amnesty Letter: Michael McKaskle submitted language for a policy addressing second units not on record. Marie Etherton volunteered to revise the draft which will be sent to the Districts' attorney for review before being inserted into the Districts' Water Ordinance.
- c. New Connections Waiting List: Glenn Gradin informed the Board that there are four connections available.
- d. Houses not Connected to Collection System: The sewer line at 1011 Redway Drive has been connected to the District's collection system. There may be two additional houses not connected to the Districts' collection system.
- 6. Ad-Hoc Committee Report; Financial: The Financial Committee did not meet to discuss financial issues.
  - a. Consider Action of the Financial Policy # 1; Waiting on Counsel: The District is waiting for the final version from Mr. McMurchie, Attorney at Law.
- 7. Solar Project: No new information was available for review by the Board
- 8. Department of Water Resources / Redway Emergency Water Supply and Water Project: No new information was available for review by the Board
  - a. Wastewater Collection and Treatment Project: No new information was available for review by the Board.
  - 9. Status of Wells: No new information was available for review by the Board
- 10. Civil Liability Order Compliance Project: No new information was available for review by the Board
- 11 2023 / 2024 Budget; Review and Action: Action on the 2023 / 2024 Budget was postponed until the September 20, 2023 Regular Business Meeting.
- 12. Inspection of Water Use Agreement in Meadows Business Park: The General Manager and Field Staff will conduct inspections of businesses in the Meadows Business Park.
- 13. Adoption of Water Ordinance Addition; Prohibiting Commercial Agriculture in the Redway Community Services District: No new information was available for review by the Board.
- 14. LAFCo MRS Review: No new information was available for review by the Board.
- 15. Continuation of Zoom Meetings: Zoom Meetings of the Redway Community Services District Regular Business Meetings will be continued until January 2024.

#### CORRESPONDENCE:

1. No correspondence was submitted 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:

Marie Etherton expressed her appreciation to the Office Manager for including the monetary figures in his report.

#### MEDIA COMMUNICATIONS:

No Media Communication will be distributed to the local media.

#### **ADVANCED AGENDA:**

1. RREDC Recommendations.

#### **ADJOURNMENT:**

Linda Sutton moved to adjourn the August 19, 2023 Regular Business Meeting of the Redway Community Services District Board of Directors at 7:41 P.M. Dian Griffith seconded the motion. Chairman M<sup>c</sup>Clure called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith, Yea, Arthur McClure, Yea. The motion was carried by a roll call vote of five Yeas and zero Nays.

Respectfully Submitted,

Nancy Jurrens, Secretary to the Board

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#### REDWAY COMMUNITY SERVICES DISTRICT

#### MINUTES OF THE SPECIAL BUSINESS MEETING

September 06, 2023

#### CALL TO ORDER:

Chairman M<sup>c</sup>Clure called the September 06, 2023 Special Business Meeting of the Redway Community Services District Board of Directors, to order at 5:30 P.M. in the RCSD Business Office.

#### ROLL CALL:

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

#### Staff Present:

Glenn Gradin, Office Manager, was at the Redway Community Services District business office. Cody Cox, General Manager / Operations Manager was at the Redway Community Services District business office.

Staff Absent:

Nancy Jurrens, Secretary to the Board. The Secretary to the Board was unable to attend the meeting. Therefore, the Special Business Meeting was recorded in order for her to compose the minutes.

#### LAND ACKNOWLEGEMENT:

The Redway Community Services District acknowledges that it is located within the traditional lands of the Wailaki and other Indigenous peoples. On this unceded ancestral land along the river they call Sinkyokok, generations of people have stewarded this land and continue to care for the land and water. We look to our indigenous communities for their experience in caring for the water and land that we both inhabit and commit to working with them to provide quality water for all.

#### APPROVAL OF THE AGENDA:

Dian Griffith moved to accept the September 06, 2023 Special Business Meeting agenda as presented. Linda Sutton seconded the motion. Chairman M°Clure called for a roll call vote. Michael McKaskle, Yea, Maire Etherton, Yea, Linda Sutton, Yea, Dian Griffith, Yea, Arthur M°Clure, Yea. The motion was carried by a roll call vote of five Yeas and zero Nays.

#### **PUBLIC COMMENT:**

No Public Comment was addressed to the Board.

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

1. Review and Adoption of Commercial Agricultural Ordinance; Request for Adoption of Resolution 2023-2024-03: The Board discussed the language that will be placed into the Commercial Agriculture Ordinance regarding water usage for

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commercial properties. Items discussed by the Board that may be placed into the ordinance are no service interruption, changing the business plan to operation plan, adjusting the forbearance period, using the word production instead of agriculture in the heading, water usage during a Stage 3 declaration by percentage and adding the downstream valve to the backflow in the cross-connection control. The General Manager will discuss the language with Mr. Murchie, Attorney at Law as soon as possible. Adoption of Resolution 2023-2024-03 will be placed on the September 20, 2023 Regular Business Meeting agenda.

Mr. Jeffries asked the Board when he will receive the "will serve" letter that was approved at the August 16, 2023 Regular Business Meeting . Following discussion,

Cody Cox stated that he will draft the will serve letter and forward it to Mr. Jeffries.

Mr. McMurchie, Attorney at Law, informed Mr. Cox that Special Meetings should have only one Action / Discussion Item. Therefore, Adoption of Wastewater Ordinance # 6; Rescinding Resolution 2022-2023-08 and adopting Resolution 2023-2024-04 and Approval of Request for Temporary Field Service will be placed on the September 20, 2023 Regular Business Meeting agenda.

#### **CORRESPONDENCE:**

No correspondence was submitted to the Board for their review.

#### **ADJOURNMENT:**

Dian Griffith moved to adjourn the September 06, 2023 Special Business Meeting at 6:48 P.M. Linda Sutton seconded the motion. Chairman M<sup>c</sup>Clure called for a roll call vote. Linda Sutton, Yea, Dian Griffith, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Arthur M<sup>c</sup>Clure, Yea. The motion was carried by a roll call vote of five Yeas and zero Nays.

Respectfully Submitted,

Nancy Jurrens, Secretary to the Board

### Redway Community Services District Monthly Financial Statement to AUGUST 31ST, 2023

Primary Checking Account	Previous Balance =	\$57,957.07	As of JULY 31st, 2023
	_		
	Revenues		
1 Customer Revenues Colle	cted per QuickBooks	\$105,590.48	
2 Customer Deposits		\$0.00	
3 Del Oro - Cloro		\$0.00	
4 Rivercrest Mutual Water	Testing	\$0.00	
5	•	\$0.00	
6		\$0.00	
7 Retiree Health Ins Contrib	oution	\$290.00	
8 PAYMENT RECORDED ON 3-31-23	BUT NOT ON MARCH STATEMEN	\$0.00	
9 State reimb. grant to Op.	then paynig down GHD	\$0.00	
10 Transfer from new conne	ctions to Operations	\$24,890.00	
11 Transfer from savings to (	·-	\$0.00	
12 Transfer from savings to (	-	\$0.00	
Total Income (reconciled	l bank deposits)	\$130,770.48	
Total Withdrawals (recond		\$152,481.23	
,	•		
Quick Books Balance - Primary	Checking Account	\$36,246.32	As of AUGUST 31 2023

UBmax Income: Payments Received	
Water payments - w/ late, reconnect fees, adjustments and deposits	\$45,126.16
Sewer Payments	\$41,069.36
SEF Water fees paid	\$6,900.69
SEF Sewer fees paid	\$6,972.55
Water Syst. Loan Fund	\$5,816.98
Total Payments Received	\$105,885.74
Other Income	\$25,180.00
Net Total Income	\$131,065.74

Billing for Sales of Water & Sewer Services								
Date: This Year	August-23		Date: Prior Year	August-22				
	WATER	SEWER		WATER	SEWER			
WSLF	\$6,693.47		WSLF	\$6,705.65				
Residential	\$46,428.35	\$39,107.74	Residential	\$32,173.43	\$28,289.33			
Commercial	\$9,008.37	\$14,297.91	Commercial	\$8,606.60	\$9,644.72			
Sub total W&S only	\$62,130.19	\$53,405.65	Sub total W&S only	\$47,485.68	\$37,934.05			
SEF	\$7,884.67	\$8,016.40	SEF	\$7,899.00	\$8,042.30			
Sub total	\$70,014.86	\$61,422.05	Sub total	\$55,384.68	\$45,976.35			
Reconnect fees	\$0.00		Reconnect fees	\$0.00				
Late Fees	\$2,616.00		Late Fees	\$2,232.00				
Adjustments	-\$1,400.60		Adjustments	\$110.73				
Total Sales/Use	Aug-23	\$132,652.31	Total Sales/Use	Aug-22	\$103,703.76			

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

	Aug 31, 23	Aug 31, 22
ASSETS		
Current Assets		
Checking/Savings		
1004 · Cash in Bank CCUSH - 71	17,168.20	13,373.51
1010 · CCUSH - Business Savings -00	25.01	25.01
1015 · CCUSH - Connection Fees -52	312.34	50,047.35
1020 · CCUSH - Meadows Deposits - 51	16,065.70	16,051.03
1050 · Petty Cash	70.13	70.13
Cash in County - Water		
1100 · #2546 SRF Water Proj Loan Fund	218,306.89	273,691.13
1105 · #2547 SRF Payment Reserve Fu	83,568.34	83,371.04
1110 · #2548 Davis Grunsky '68 Reserve	4,670.90	4,659.87
1115 · #2549 Davis Grunsky '74 Reserve	18,842.75	18,798.26
1120 · #2550 Tax Revenue Fund-Water	86,953.27	42,214.62
1125 · #2555 SEF - Water	203,628.80	372,524.30
1130 · #2557 T & D Rehab Proj. Fund	25,530.22	25,469.94
Total Cash in County - Water	641,501.17	820,729.16
Cash in County - Sewer		
1135 · #2551 Tax Revenue -Sewer	27,738.86	19,188.63
1140 · #2554 RCSD RECD Grant Sewer	853.75	851.73
1145 · #2556 SEF - Sewer	29,423.57	46,562.79
1150 · #2558 I & I Project Fund-Sewer	6,186.96	6,172.35
1155 · #9855 95 COP Payment Fund-Se	1,331.74	1,328.60
1160 · #9856 '95 Reserve Fund Sewer	49,017.02	48,901.55
Total Cash in County - Sewer	114,551.90	123,005.65
Total Checking/Savings	789,694.45	1,023,301.84
Other Current Assets		
Prepaid Expenses	3,000.00	3,000.00
Employee Advance	0.00	400.00
Prepaid Rent	700.00	700.00
1300 · Accounts Receivable		
1301 · Allowance for Doubtful Accounts	-4,500.00	-4,500.00
1300 · Accounts Receivable - Other	263,620.28	159,077.49
Total 1300 · Accounts Receivable	259,120.28	154,577.49
1400 · Other Receivables	-1,145.51	-258.00
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	110,900.36	175,983.08
Total Current Assets	900,594.81	1,199,284.92

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

	Aug 31, 23	Aug 31, 22
Fixed Assets		
Fixed Assets - Water		
1700 · Land	31,282.45	31,282.45
1705 · Source of Supply Plant	457,413.70	457,413.70
1710 · Autos & Trucks	17,676.58	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	285,569.58
1735 · Construction in Progress	57,261.00	57,261.00
Total Fixed Assets - Water	5,336,954.70	5,336,954.70
Fixed Assets - Sewer		
1740 · Land	93,493.07	93,493.07
1742 · Road Improvements	116,000.00	116,000.00
1745 · New WW Plant & Lift Stations	2,037,438.28	2,037,438.28
1750 · New Collection Facility	1,748,872.91	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
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	214,322.02	214,322.02
1797 · Construction in Progress	321,495.21	321,495.21
Total Fixed Assets - Sewer	6,081,668.15	6,081,668.15
Accumulated Depreciation-Water	-2,827,450.07	-2,827,450.07
Accumulated Depreciation-Sewer	-3,743,608.49	-3,743,608.49
Total Fixed Assets	4,847,564.29	4,847,564.29
Other Assets 1900 · COP Issuance Costs	44405.00	4440500
	14,165.60	14,165.60
Total Other Assets	14,165.60	14,165.60
TOTAL ASSETS	5,762,324.70	6,061,014.81
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable		
2000 · Accounts Payable	91,076.56	126,443.25
Total Accounts Payable	91,076.56	126,443.25

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

	Aug 31, 23	Aug 31, 22
Other Current Liabilities		
2111 · Direct Deposit Liabilities	0.00	-3,960.93
2115 · Accrued 457b - Employer	0.00	-1,126.71
2120 · Accrued 457b - Employee	0.00	-900.40
2025 · Gym Memberships	-225.00	0.00
2125 · Accrued Vacation	14,996.75	14,996.75
2200 · Interest Payable	-13,402.50	-2,006.25
2300 · Customer Deposits	14,650.00	14,250.00
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	11,900.00	11,900.00
Current Portion of Long-Term De	89,085.57	89,085.57
Total Other Current Liabilities	120,964.82	126,198.03
Total Current Liabilities	212,041.38	252,641.28
Long Term Liabilities		
2500 · Loan Payable - SRF Loan	803,250.00	879,750.00
2600 · Loan Payable - 95 WW Project	477,000.00	506,500.00
2700 · Loan Payable - Davis Grunsky	54,597.72	74,891.21
2800 · Interest Payable - Deferred	10,979.70	10,979.70
Less Current Portion of LTD	-89,085.57	-89,085.57
Total Long Term Liabilities	1,256,741.85	1,383,035.34
Total Liabilities	1,468,783.23	1,635,676.62
Equity Water Equity		
3050 · Retained Earnings - Water	2 130 214 22	2 120 214 22
3100 · Debt Reserve - Water	2,139,314.22 378,852.30	2,139,314.22 378,852.30
3200 · Contributed Capital - Water	370,032.30	370,032.30
3250 · Less Accumulated Amortization	-150,001.65	-150,001.65
3200 · Contributed Capital - Water - Oth	409,340.77	409,340.77
Total 3200 · Contributed Capital - Water	259,339.12	259,339.12
Total Water Equity	2,777,505.64	2,777,505.64
Sewer Equity		
3000 · Retained Earnings - Sewer	-1,127,850.35	-1,127,850.35
3150 · Debt Reserve - Sewer	50,120.72	50,120.72
3300 · Contributed Capital - Sewer		
3350 · Less Accumulated Amortization	-939,028.76	-939,028.76
3300 · Contributed Capital - Sewer - Ot	3,743,489.16	3,743,489.16
Total 3300 · Contributed Capital - Sewer	2,804,460.40	2,804,460.40
Total Sewer Equity	1,726,730.77	1,726,730.77
32000 · Retained Earnings	-272,710.84	1,117.20
Net Income	62,015.90	-80,015.42
Total Equity	4,293,541.47	4,425,338.19
TOTAL LIABILITIES & EQUITY	5,762,324.70	6,061,014.81

## Redway Community Services District Profit & Loss August 2023

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Water Charges 4100 · Residential	0.00	45,027.75	45,027.75
4150 · Commercial	0.00	9,008.37	9,008.37
Total Water Charges	0.00	54,036.12	54,036.12
Sewer Charges			
4200 · Residential	39,107.74	0.00	39,107.74
4250 · Commercial	14,297.91	0.00	14,297.91
Total Sewer Charges	53,405.65	0.00	53,405.65
4500 · Late Charges	0.00	2,616.00	2,616.00
Total Income	53,405.65	56,652.12	110,057.77
Gross Profit	53,405.65	56,652.12	110,057.77
Expense			
Administrative & General			
Insurance 5035 · Retiree Health Insurance	65.01	65.01	130.02
5040 · Employee Health Insurance	03.01	03.01	130.02
Employee Portion Health	-2,087.80	-2,087.81	-4,175.61
5040 · Employee Health Insurance - Ot	5,884.31	5,884.31	11,768.62
Total 5040 · Employee Health Insurance	3,796.51	3,796.50	7,593.01
5041 · Employee Life Insurance			
Employee Portion Life	-445.20	-445.20	-890.40
5041 · Employee Life Insurance - Other	683.50	683.51	1,367.01
Total 5041 · Employee Life Insurance	238.30	238.31	476.61
Total Insurance	4,099.82	4,099.82	8,199.64
5075 · Mileage/Travel Office Expense	124.64	186.28	310.92
5062 · Finance Charges	18.11	18.10	36.21
5105 · Postage	110.00	110.00	220.00
5106 - Rent	350.00	350.00	700.00
5135 · Telephone-all phones	416.29	506.42	922.71
5145 · Utilities-pg&e & blue star only	98.07	98.08	196.15
Total Office Expense	992.47	1,082.60	2,075.07
5085 · Outside Services	350.00	350.00	700.00
5100 · Payroll Taxes Professional Fees	2,384.26	2,422.57	4,806.83
5112 · Director Fees	137.50	137.50	275.00
5113 · Legal Fees	1,045.75	1,045.75	2,091.50
Total Professional Fees	1,183.25	1,183.25	2,366.50

## Redway Community Services District Profit & Loss August 2023

	Sewer	Water	TOTAL
5125 · Retirement 5150 · Wages	2,077.30 13,589.53	2,077.30 13,548.58	4,154.60 27,138.11
Total Administrative & General	24,801.27	24,950.40	49,751.67
Water Treatment 5210 · Supplies-water treatement 5215 · Utilities 5220 · Wages 5230 · Tools & Safety Equipment	0.00 0.00 0.00 0.00	1,198.10 5,549.17 9,689.56 51.11	1,198.10 5,549.17 9,689.56 51.11
Total Water Treatment	0.00	16,487.94	16,487.94
Water Trans & Distribution 5305 · Repairs & Maintenance 5315 · Utilities 5320 · Wages 5330 · Tools and Safety Equipment	0.00 0.00 0.00 0.00	37.47 218.28 8,876.70 51.11	37.47 218.28 8,876.70 51.11
<b>Total Water Trans &amp; Distribution</b>	0.00	9,183.56	9,183.56
Sewer Treatment 5415 · Utilities 5420 · Wages 5430 · Tools & Equipment	3,918.54 13,155.69 51.10	0.00 0.00 0.00	3,918.54 13,155.69 51.10
Total Sewer Treatment	17,125.33	0.00	17,125.33
Sewer Collection 5505 · Repairs & Maintenance 5515 · Utilities 5520 · Wages 5530 · Tools & Eqiupment	9,005.08 1,264.77 3,995.39 51.10	0.00 0.00 0.00 0.00	9,005.08 1,264.77 3,995.39 51.10
Total Sewer Collection	14,316.34	0.00	14,316.34
Total Expense	56,242.94	50,621.90	106,864.84
Net Ordinary Income	-2,837.29	6,030.22	3,192.93
Other Income/Expense Other Income 5905 · SEF Fees - Water 5900 · SEF Fees - Sewer 4400 · SRF Fees	0.00 8,016.40 0.00	7,884.67 0.00 6,693.47	7,884.67 8,016.40 6,693.47
Total Other Income	8,016.40	14,578.14	22,594.54
Net Other Income	8,016.40	14,578.14	22,594.54
Net Income	5,179.11	20,608.36	25,787.47

#### Redway Community Services District Checking Account Activity As of August 31, 2023

		Туре	Date	Num	Name	Memo	Debit	Credit	Balance
1004 · Cash in Bank CCUSH - 71									25,373.52
		Liability Check	08/02/2023	E-pay	United States Treasury	94-1634964 QB Tracking # -981885706		4,996.00	20,377.52
		Liability Check	08/02/2023	EFT	Employment Development Department-8			415.84	19,961.68
		Liability Check	08/02/2023	EFT	Employment Development Department-8	30 800-3247-7		179.06	19,782.62
		Liability Check	08/02/2023	14250	Variable Annuity Life Ins. Co.			2,358.05	17,424.57
		Deposit	08/02/2023			all paid	221.00		17,645.57
		Paycheck	08/03/2023	14242	Chaille, Calvin C			1,884.62	15,760.95
		Paycheck	08/03/2023	14243	Cherubini, Dru A			938.95	14,822.00
		Paycheck	08/03/2023	14244	Cox, Cody R.			2,720.16	12,101.84
		Paycheck	08/03/2023	14245	Esget, Douglas R			1,590.70	10,511.14
		Paycheck	08/03/2023	14246	Gradin, Glenn A			2,235.73	8,275.41
		Paycheck	08/03/2023	14247	Moore, Eric S			2,477.26	5,798.15
		Paycheck	08/03/2023	14248	Moore, Marshall C			1,211.73	4,586.42
		Paycheck	08/03/2023	14249	Sawboh, Andrew D			911.49	3,674.93
		Check	08/03/2023	14251	Postmaster Redway	July 2023 Billing		220.00	3,454.93
		Deposit	08/03/2023			all paid	1,130.74		4,585.67
		Deposit	08/07/2023			all paid	205.27		4,790.94
		Deposit	08/07/2023			all paid	877.40		5,668.34
		Check	08/08/2023	14252	Michael McKaskle	RREDC July 2023 + mileage		140.98	5,527.36
		Bill Pmt -Check	08/08/2023	14253	Johnson Propereties	1150 Evergreen #2 Rent - JULY 2023		700.00	4,827.36
		Bill Pmt -Check	08/08/2023	14254	Johnson Propereties	1150 Evergreen #2 Rent - AUG 2023		700.00	4,127.36
		Deposit	08/08/2023		71	Deposit	5,395.05		9,522.41
		Deposit	08/09/2023			Deposit	2,240,34		11,762.75
		Deposit	08/10/2023			ALLPAID	1,142.21		12,904.96
		Deposit	08/10/2023			Deposit	9.009.84		21,914.80
		General Journal	08/10/2023	GAG		CAOH Tunnel Road Water Sewer Conne	-,		46,804.80
		Bill Pmt -Check	08/10/2023	14255	Calpers	100000017234172- Health Care Premium		11,354.29	35,450.51
	+	Bill Pmt -Check	08/10/2023	14256	colonial Life	E5494117 Invoice for JULY, 06, 20 2023		888.90	34,561.61
	+	Bill Pmt -Check	08/10/2023	14257	Fire Risk Management Services	Extended Benefits Dental, Vision, Life AU		904.22	33,657.39
		Bill Pmt -Check	08/10/2023	14258	SDRMA	74009 PL 2023-2024	19031 2023	27,601.42	6.055.97
		Deposit	08/11/2023	14230	SDRIVIA	ALL PAID	834.61	27,001.42	6,890.58
		Deposit	08/14/2023			ALL PAID	764.88		7,655.46
						ALL PAID	1,342.92		· ·
		Deposit Liability Check	08/15/2023 08/16/2023		Outst Deaths December 0	Created by Payroll Service on 08/15/2023		4,503.78	8,998.38 4,494.60
					QuickBooks Payroll Service			4,503.76	· ·
	$\perp$	Deposit	08/16/2023			Deposit	9,840.40		14,335.00
	$\perp$	Deposit	08/16/2023			Deposit	17,427.09		31,762.09
		Bill Pmt -Check	08/16/2023	14259	Advanced Security Systems	INV#657074 coverage 08-01-2023 thru 1		117.00	31,645.09
	$\perp$	Bill Pmt -Check	08/16/2023	14260	Anderson Lucas Sommerville & Borges	INV# 61776 secondary billing on annual a	audit 6-30-22	3,500.00	28,145.09
	$\perp$	Bill Pmt -Check	08/16/2023	14261	Frontier	ALL- Field Land Lines		546.64	27,598.45
		Bill Pmt -Check	08/16/2023	14262	Jamie Corsetti, CPA	INV#12298 quarterlies and ALSB		187.50	27,410.95
	+	Bill Pmt -Check	08/16/2023	14263	Kevin Tupes Fabrication	INV to 6-20-2023		2,504.04	24,906.91
		Bill Pmt -Check	08/16/2023	14264	Pacific Gas & Electric	Water Plant & Lift Stfations- June billing		6,602.49	18,304.42
		Bill Pmt -Check	08/16/2023	14265	Randall Sand & Gravel	INV# 19844		446.65	17,857.77
	+	Bill Pmt -Check	08/16/2023	14266	six rivers portable toilets	INV#165128		165.38	17,692.39
	$\perp \!\!\! \perp$	Liability Check	08/16/2023	14267	California State Disbursement Unit	Case #0230052791-01		777.22	16,915.17
	$\perp \! \! \perp \! \! \! \perp$	Liability Check	08/16/2023	14268	Franchise Tax Board	641633706534050444		400.00	16,515.17
		Liability Check	08/16/2023	E-pay	United States Treasury	94-1634964 QB Tracking # -366360706		5,040.96	11,474.21
		Liability Check	08/16/2023	EFT	Employment Development Department-8			401.41	11,072.80
		Liability Check	08/16/2023	EFT	Employment Development Department-8	30 800-3247-7		178.74	10,894.06
		Liability Check	08/16/2023	14269	Variable Annuity Life Ins. Co.			2,387.85	8,506.21
		Check	08/16/2023	14270	Art McClure	Chair Regular Board Meeting AUG 16, 2	2023	75.00	8,431.21
	Ш	Check	08/16/2023	14271	Dian Griffith	Regular Board Meeting AUG 16, 2023		50.00	8,381.21
		Check	08/16/2023	14272	Michael McKaskle	Regular Board Meeting AUG 16, 2023		50.00	8,331.21
		Check	08/16/2023	14273	Marie Etherton	Regular Board Meeting AUG 16, 2023		50.00	8,281.21
	$\rightarrow$	Paycheck	08/17/2023	DD1314	Chaille, Calvin C	Direct Deposit	0.00		8,281.21
		raycheck	00, 11, 2020						
		Paycheck	08/17/2023	D1315	Cherubini, Dru A	Direct Deposit	0.00		8,281.21
		+ '		D1315 14274	Cherubini, Dru A Cox, Cody R.	Direct Deposit	0.00	2,720.18	8,281.21 5,561.03

#### Redway Community Services District Checking Account Activity As of August 31, 2023

		Туре	Date	Num	Name	Memo	Debit	Credit	Balance
		Paycheck	08/17/2023	DD1316	Gradin, Glenn A	Direct Deposit	0.00		3,514.47
		Paycheck	08/17/2023	14276	Moore, Eric S			2,025.04	1,489.43
		Paycheck	08/17/2023	14277	Moore, Marshall C			711.77	777.66
		Paycheck	08/17/2023	14278	Sawboh, Andrew D			979.13	-201.47
		Deposit	08/17/2023			ALL PAID	3,241.54		3,040.07
		Deposit	08/17/2023			Deposit	9,986.94		13,027.01
		Deposit	08/18/2023			ALL PAID	958.93		13,985.94
		Check	08/18/2023	14286	Moore, Marshall C	Employee Advance 08-18-23		500.00	13,485.94
		Bill Pmt -Check	08/18/2023	14281	Just Rent It	compactor forest lane		75.42	13,410.52
		Bill Pmt -Check	08/18/2023	14282	Pacific Gas & Electric	WastePlant,Evergreen B&LS, Office		4,448.26	8,962.26
		Bill Pmt -Check	08/18/2023	14283	Randall Sand & Gravel	INV# 19964, 19960		446.65	8,515.61
		Bill Pmt -Check	08/18/2023	14284	Recology Eel River	Debris .22 ton- JULY Billing #214817		39.82	8,475.79
		Bill Pmt -Check	08/18/2023	14285	Recology Humboldt County	INV#30581995 - Office		33.42	8,442.37
		Bill Pmt -Check	08/18/2023	14287	SUSP	INV# 1950 RedwayCSD - Rate Study - F	Prop 218 Services	700.00	7,742.37
		Bill Pmt -Check	08/18/2023	14288	Valley Pacific	195225 JULY 2023		1,116.30	6,626.07
		Bill Pmt -Check	08/18/2023	14289	Verizon	CELL PHONE month billing - july5 - Aug	3 4	261.60	6,364.47
		Bill Pmt -Check	08/18/2023	14290	Verizon One Talk	DESK PHONE month billing JULY 8 - A	UG 7	104.93	6,259.54
	П	Bill Pmt -Check	08/18/2023	14291	Wyckoff's-Fortuna	Customer #2-7001 6-30-23 statement	t	265.18	5,994.36
	П	Deposit	08/21/2023			ALL PAID	105.90		6,100.26
	Ħ	Deposit	08/21/2023			Dunphy Medical PYMT	290.00		6,390.26
	П	Deposit	08/22/2023			Deposit	6,237.34		12,627.60
		Check	08/23/2023	14292	Moore, Marshall C	Mileage 8-16-23		117.11	12,510.49
		Check	08/23/2023	14293	Cherubini, Dru A	Mileage 7-31-23		41.20	12,469.29
		Bill Pmt -Check	08/23/2023	14294	C& K	32585		71.58	12,397.71
		Bill Pmt -Check	08/23/2023	14295	Dazey's/Stephen's	july 2023 Billing		37.47	12,360.24
		Bill Pmt -Check	08/23/2023	14296	Eric Moore	BACK HOE ON 8-7-23, LUNCH REIMB	URSEMENT	421.63	11,938.61
		Bill Pmt -Check	08/23/2023	14297	Milt's Saw Shop	INV#2023-930		182.96	11,755.65
		Bill Pmt -Check	08/23/2023	14298	Pace Supply	inv#28738751, 287749477, 28754312, 2	8758593, 28765713	3,231.73	8,523.92
		Bill Pmt -Check	08/23/2023	14299	Redway Tire	invoice # 6288 Dakota-tires mileage 137	981	797.90	7,726.02
		Bill Pmt -Check	08/23/2023	14300	True Value	1451		71.57	7,654.45
		Deposit	08/23/2023			ALL PAID	136.06		7,790.51
		Deposit	08/24/2023			ALL PAID	1,181.73		8,972.24
		Deposit	08/24/2023			Deposit	8,911.14		17,883.38
		Deposit	08/25/2023			ALL PAID	4,918.07		22,801.45
		Deposit	08/25/2023			Deposit	4,739.71		27,541.16
		Deposit	08/28/2023			ALL PAID	645.29		28,186.45
		Deposit	08/28/2023			ALL PAID	1,039.91		29,226.36
		Deposit	08/29/2023			Deposit	8,663.93		37,890.29
		Liability Check	08/29/2023	E-pay	United States Treasury	94-1634964 QB Tracking # 980733194		4,732.70	33,157.59
	П	Liability Check	08/29/2023	EFT	Employment Development Departmen	it-80 800-3247-7		352.08	32,805.51
	П	Liability Check	08/29/2023	EFT	Employment Development Departmen			170.33	32,635.18
		Liability Check	08/29/2023	14306	California State Disbursement Unit	Case #0230052791-01		1,177.37	31,457.81
		Liability Check	08/29/2023	14307	Franchise Tax Board	641633706534050444		600.00	30,857.81
		Liability Check	08/29/2023	14308	Variable Annuity Life Ins. Co.			2,283.63	28,574.18
		Bill Pmt -Check	08/29/2023	14309	North Coast Labs	JULY 2023 Statement		2,525.00	26,049.18
	Ш	Liability Check	08/30/2023		QuickBooks Payroll Service	Created by Payroll Service on 08/29/202	3	4,939.94	21,109.24
	П	Deposit	08/30/2023			Deposit	1,654.27		22,763.51
		Deposit	08/30/2023			Deposit	1,596.19		24,359.70
		Paycheck	08/31/2023	DD1317	Chaille, Calvin C	Direct Deposit	0.00		24,359.70
		Paycheck	08/31/2023	DD1319	Cherubini, Dru A	Direct Deposit	0.00		24,359.70
	П	Paycheck	08/31/2023	14301	Cox, Cody R.			2,737.65	21,622.05
		Paycheck	08/31/2023	14302	Esget, Douglas R			1,807.88	19,814.17
		Paycheck	08/31/2023	DD1318	Gradin, Glenn A	Direct Deposit	0.00		19,814.17
	П	Paycheck	08/31/2023	14303	Moore, Eric S			1,559.42	18,254.75
		Paycheck	08/31/2023	14304	Moore, Marshall C			736.74	17,518.01
		Paycheck	08/31/2023	14305	Sawboh, Andrew D			1,491.59	16,026.42
	П	Deposit	08/31/2023			All Paid	1,141.78		17,168.20
Total 1004 · Cash in Bank CCUSH - 71							130,770.48	138,975.80	17,168.20
TOTAL							130,770.48	138,975.80	17,168.20

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### **Redway Community Services District** Reconciliation Summary 1004 · Cash in Bank CCUSH - 71, Period Ending 08/31/2023

	Aug 31, 23	
Beginning Balance Cleared Transactions		57,957.07
Checks and Payments - 92 items	-152,481.23	
Deposits and Credits - 41 items	130,770.48	
<b>Total Cleared Transactions</b>	-21,710.75	
Cleared Balance		36,246.32
Uncleared Transactions Checks and Payments - 21 items	-19,152.12	
<b>Total Uncleared Transactions</b>	-19,152.12	
Register Balance as of 08/31/2023		17,094.20
New Transactions Checks and Payments - 30 items Deposits and Credits - 18 items	-63,086.59 66,590.89	
Total New Transactions	3,504.30	
Ending Balance		20,598.50

	Туре	Date	Num	Name	Memo	Debit	Credit	Balance
1010 · CCUSH - Business Savings -00	.,,,,,	2010		- ruanio	incine in the second se	Dobn	- Grount	25.01
Total 1010 · CCUSH - Business Savings -00								25.01
1015 · CCUSH - Connection Fees -52								50,038.85
1010 - GOOGIT - GOIIIICGUOIT I CC3 -32	Deposit	07/31/2022			Interest	4.25		50,043.10
	Deposit	08/31/2022			Interest	4.25		50,043.10
	Deposit	09/30/2022			Interest	4.11		50,051.46
	Deposit	10/31/2022			Interest	4.11		50,051,46
	Deposit	11/30/2022			Interest	4.25		50,059.82
	Deposit							
	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
	Deposit	05/31/2023			Interest	4.25		50,084.78
	Deposit	06/30/2023			Interest	4.12		50,088.90
	General Journal	07/20/2023	GAG		Johnson and Burns hookup fees to operations		24,890.00	25,198.90
	Deposit	07/31/2023			Interest	3,44	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	25,202.34
	General Journal	08/10/2023	GAG		CAOH Tunnel Road Water Sewer Connection fees X2		12,445.00	12,757.34
	General Journal	08/10/2023			CAOH Tunnel Road Water Sewer Connection fees X2		12,445.00	312.34
	Deposit	08/31/2023	GAG		Interest	0.64	12,443.00	312.98
T	Deposit	00/31/2023			literest		10 700 00	
Total 1015 · CCUSH - Connection Fees -52						54.13	49,780.00	312.98
1020 · CCUSH - Meadows Deposits - 51								16,048.31
	Deposit	07/31/2022			Interest	1.36		16,049.67
	Deposit	08/31/2022	<u> </u>		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
	Deposit	11/30/2022			Interest	1.32		16,055.03
	Deposit	12/31/2022		1	Interest	1.36		16,056.39
++	Deposit	01/31/2023		1	Interest	1.36		16,057.75
	Deposit	02/28/2023	+ +		Interest	1.23	+ +	16,058.98
++	Deposit	03/31/2023		+	Interest	1.36		16,060.34
	Deposit	04/30/2023			Interest	1.32		16,061.66
	Deposit	05/31/2023			Interest	1.36		16,063.02
	Deposit	06/30/2023			Interest	1.32		16,064.34
	Deposit	07/31/2023			Interest	1.36		16,065.70
	Deposit	08/31/2023			Interest	1.36		16,067.06
Total 1020 · CCUSH - Meadows Deposits - 51						18.75	0.00	16,067.06
Cash in County - Water								858,979.16
1100 · #2546 SRF Water Proj Loan Fund								272,023.13
1100 #2010 ON Hatel 110 20an Fana	General Journal	07/11/2022	GAG		JULY 2022 Payment		38,250.00	233,773.13
	General Journal	08/01/2022			TRF from 2555 OCT <nov<dec -="" 2021="" jan<feb<march<="" td=""><td>20 30 018 00</td><td>30,230.00</td><td>273,691.13</td></nov<dec>	20 30 018 00	30,230.00	273,691.13
	General Journal	01/20/2023			JAN 2023 Payment	20 39,910.00	38,250.00	235,441.13
	Check	04/27/2023		005111		00.470.00	36,230.00	255,913.13
				SKF Water Project Loan Fund	For Deposit to fund #2546 For APR,MAY, JUNE 2022	20,472.00		
	General Journal	06/30/2023	GAG		JULY 2023 Payment		38,250.00	217,663.13
	Deposit	06/30/2023			Interest	643.76		218,306.89
Total 1100 · #2546 SRF Water Proj Loan Fund	i l					61,033.76	114,750.00	218,306.89
1105 · #2547 SRF Payment Reserve Fund								83,371.04
	Deposit	06/30/2023			Interest	197.30		83,568.34
Total 1105 · #2547 SRF Payment Reserve Fu						197.30	0.00	83,568.34
1110 · #2548 Davis Grunsky '68 Reserve								4,659.87
1110 "2010 David Orallolly Contactive	Deposit	06/30/2023			Interest	11.03		4,670.90
Tetal 4440 #0540 Davis Council 100 December		00/30/2023			litterest		0.00	
Total 1110 · #2548 Davis Grunsky '68 Reserve			+			11.03	0.00	4,670.90
1115 · #2549 Davis Grunsky '74 Reserve	Demonit	00/00/00	+	1	ll-to-out	44.45		18,798.26
	Deposit	06/30/2023			Interest	44.49		18,842.75
Total 1115 · #2549 Davis Grunsky '74 Reserve						44.49	0.00	18,842.75
1120 · #2550 Tax Revenue Fund-Water								89,184.62
	General Journal	08/01/2022			transfer to SEF Water Oct 21 through March 22	T	46,970.00	42,214.62
	General Journal	09/30/2022		x		1,215.49		43,430.11
	General Journal	12/01/2022					23,282.39	20,147.72
	General Journal	12/31/2022		x	29487.15+1384.30+9.65	30,534.66		50,682.38
	General Journal	03/31/2023				516.84		51,199.22
	General Journal	06/30/2023	Prop Ta		26538.44, 1335.75, 3799.25, 26.13	36,220.50	_	87,419.72
	Deposit	06/30/2023	op 16	-	Interest	222.15		87,641.87
++	General Journal	07/01/2023	GAG		Interest	222.15	688.60	86,953.27
T-4-14400 #0550 T-1-B-1-1-5	General Journal	07/01/2023	GAG			00.700.04		
Total 1120 · #2550 Tax Revenue Fund-Water	-					68,709.64	70,940.99	86,953.27
1125 · #2555 SEF - Water	H		1					365,472.30
	General Journal	08/01/2022			SEF PYMTS OCT <nov<dec 2021<jan<feb<march="" 202<="" td=""><td>22 46,970.00</td><td></td><td>412,442.30</td></nov<dec>	22 46,970.00		412,442.30
1 1	General Journal	08/01/2022			transfer to SRF		39,918.00	372,524.30
	General Journal	09/22/2022	GAG		1/4 cost of pavement project to Meadows tank		15,942.50	356,581.80
		11/16/2022	GAG		Transfer to Operation to cover any shortages		30,000.00	326,581.80
	General Journal				Transfer from savings to Operations		25,000.00	301,581.80
					Transfer to operations from Water SEF			281,581.80
	General Journal	01/19/2023						
	General Journal General Journal	01/19/2023 02/27/2023	GAG	,		-	20,000.00	
	General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023	GAG Transfe		Transfer to Operations		21,000.00	260,581.80
	General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023	GAG Transfe Transfe	r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023	3	21,000.00 13,000.00	260,581.80 247,581.80
	General Journal General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023 04/26/2023	GAG Transfe Transfe Transfe	r r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023 Transfer to operations for transfer back to savings		21,000.00	260,581.80 247,581.80 180,084.80
	General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023	GAG Transfe Transfe	r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023	23,544.00	21,000.00 13,000.00 67,497.00	260,581.80 247,581.80 180,084.80 203,628.80
Total 1125 - #2555 SEF - Water	General Journal General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023 04/26/2023	GAG Transfe Transfe Transfe	r r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023 Transfer to operations for transfer back to savings		21,000.00 13,000.00	260,581.80 247,581.80 180,084.80 203,628.80 203,628.80
Total 1125 - #2555 SEF - Water 1130 - #2557 T & D Rehab Proj. Fund	General Journal General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023 04/26/2023	GAG Transfe Transfe Transfe	r r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023 Transfer to operations for transfer back to savings	23,544.00	21,000.00 13,000.00 67,497.00	260,581.80 247,581.80 180,084.80 203,628.80
	General Journal General Journal General Journal General Journal General Journal	01/19/2023 02/27/2023 04/21/2023 04/24/2023 04/26/2023	GAG Transfe Transfe Transfe	r r	Transfer to Operations Transfer to Operations - Van Meter Briceleand Road 04-2023 Transfer to operations for transfer back to savings	23,544.00	21,000.00 13,000.00 67,497.00	260,581.80 247,581.80 180,084.80 203,628.80 203,628.80

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
otal Cash in County - Water						200,570.50	418,048.49	641,501.17
Cash in County - Sewer								199,507.02
1135 · #2551 Tax Revenue -Sewer								59,726.13
	General Journal	08/31/2022	GAG		USDA LOAN PAYMENT AUG 2022		40,537.50	19,188.63
	General Journal	09/30/2022	Prop Tax			2,047.59		21,236.22
	General Journal	12/31/2022	Prop Tax		27710.44,1331.94	27,792.39		49,028.61
	General Journal	02/01/2023	County		USDA Sewer Loan Payment 02-01-2023		11,396.25	37,632.36
	General Journal	03/31/2023	Prop Tax			485.70		38,118.06
	General Journal	06/30/2023	Prop Tax		24939.39, 1285.23, 3570.32, 370.50, 25.14	30,343.81		68,461.87
	Deposit	06/30/2023			Interest	173.24		68,635.11
	General Journal	07/01/2023	GAG		USDA LOAN PAYMENT AUG 2022		40,896.25	27,738.86
Total 1135 · #2551 Tax Revenue -Sewer						60,842.73	92,830.00	27,738.86
1140 · #2554 RCSD RECD Grant Sewer								851.73
	Deposit	06/30/2023			Interest	2.02		853.75
Total 1140 · #2554 RCSD RECD Grant Sewe	r					2.02	0.00	853.75
1145 · #2556 SEF - Sewer								82,526.66
	General Journal	08/02/2022	County		payment for GHD 380-0008554, 0011392, 0013574		35,963.87	46,562.79
	General Journal	09/22/2022	GAG		GHD 380-0016065, 380-0017686		30,145.22	16,417.57
	General Journal	01/22/2023	GAG		MIKSIS Clean Sanitary sewer INV#110227		10,960.00	5,457.57
	Check	04/27/2023	14034	SEF Sewer	Acct# 2556000-800940 SEF SEWER APR,MAY,JUNE2022	23,966.00		29,423.57
Total 1145 · #2556 SEF - Sewer						23,966.00	77,069.09	29,423.57
1150 · #2558 I & I Project Fund-Sewer								6,172.35
· ·	Deposit	06/30/2023			Interest	14.61		6,186.96
Total 1150 · #2558   &   Project Fund-Sewer						14.61	0.00	6,186.96
1155 · #9855 95 COP Payment Fund-Sewer								1,328.60
	Deposit	06/30/2023			Interest	3.14		1,331.74
Total 1155 · #9855 95 COP Payment Fund-Se	ewer					3.14	0.00	1,331.74
1160 · #9856 '95 Reserve Fund Sewer								48,901.55
	Deposit	06/30/2023			Interest	115.47		49,017.02
Total 1160 · #9856 '95 Reserve Fund Sewer						115.47	0.00	49,017.02
otal Cash in County - Sewer						84,943.97	169,899.09	114,551.90
ΓAL						285.587.35	637,727.58	772,458,12

## Redway Community Services District Payments from Customers

Туре	Date	Memo	Amount
1300 - Accounts R	Receivable		
Deposit	08/02/2023	all paid	-221.00
Deposit	08/03/2023	all paid	-1,130.74
Deposit	08/07/2023	all paid	-205.27
Deposit	08/07/2023	all paid	-877.40
Deposit	08/08/2023	Deposit	-5,395.05
Deposit	08/09/2023	ALL PAID	-2,240.34
Deposit	08/10/2023	ALLPAID	-1,142.21
Deposit	08/10/2023	Deposit	-9,009.84
Deposit	08/11/2023	ALL PAID	-834.61
Deposit	08/14/2023	ALL PAID	-764.88
Deposit	08/15/2023	ALL PAID	-1,342.92
Deposit	08/16/2023	Deposit	-9,840.40
Deposit	08/16/2023	Deposit	-17,427.09
Deposit	08/17/2023	ALL PAID	-3,241.54
Deposit	08/17/2023	Deposit	-9,986.94
Deposit	08/18/2023	ALL PAID	-958.93
Deposit	08/21/2023	ALL PAID	-105.90
Deposit	08/22/2023	Deposit	-6,237.34
Deposit	08/23/2023	ALL PAID	-136.06
Deposit	08/24/2023	ALL PAID	-1,181.73
Deposit	08/24/2023	Deposit	-8,911.14
Deposit	08/25/2023	ALL PAID	-4,918.07
Deposit	08/25/2023	Deposit	-4,739.71
Deposit	08/28/2023	ALL PAID	-645.29
Deposit	08/28/2023	ALL PAID	-1,039.91
Deposit	08/29/2023	Deposit	-8,663.93
Deposit	08/30/2023	ALL PAID	-1,654.27
Deposit	08/30/2023	Deposit	-1,596.19
Deposit	08/31/2023	All Paid	-1,141.78
Total 1300 · Accou	nts Receivable		-105,590.48
OTAL			-105,590.48

### **Redway Community Services District** A/P Aging Summary As of August 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Blue Star	11.00	0.00	0.00	0.00	0.00	11.00
Calpers	11,354.29	0.00	0.00	0.00	0.00	11,354.29
colonial Life	1,333.35	0.00	0.00	0.00	0.00	1,333.35
Copiers Plus	0.00	0.00	1,916.00	0.00	0.00	1,916.00
Fed Ex	21.46	0.00	0.00	0.00	0.00	21.46
Fire Risk Management Servic	904.22	0.00	0.00	0.00	0.00	904.22
Frontier	556.18	0.00	0.00	0.00	0.00	556.18
GHD Inc	0.00	2,369.15	10,028.03	8,033.03	27,683.16	48,113.37
Industrial Service & Supply Inc	0.00	6,275.36	0.00	0.00	0.00	6,275.36
Johnson Propereties	700.00	0.00	0.00	0.00	0.00	700.00
McMurchie Law Firm	2,091.50	0.00	0.00	0.00	1,269.00	3,360.50
NTU Technologies	1,032.00	0.00	0.00	0.00	0.00	1,032.00
Pacific Gas & Electric	6,687.65	0.00	0.00	0.00	0.00	6,687.65
six rivers portable toilets	166.10	0.00	0.00	0.00	0.00	166.10
Wahlund Construction Inc.	8,645.08	0.00	0.00	0.00	0.00	8,645.08
TOTAL	33,502.83	8,644.51	11,944.03	8,033.03	28,952.16	91,076.56

## Redway Community Services District Payroll Details by Account

August 2023

	Aug 23	Aug 22	Jul - Aug 23
Ordinary Income/Expense Expense Administrative & General			
Insurance 5035 · Retiree Health Insurance 5040 · Employee Health Insuran	130.02 11,768.62	116.94 9,425.57	550.04 23,537.24
Total Insurance	11,898.64	9,542.51	24,087.28
5100 · Payroll Taxes 5150 · Wages	4,806.83 27,138.11	3,275.88 17,628.12	8,073.75 51,839.23
Total Administrative & General	43,843.58	30,446.51	84,000.26
Water Treatment 5220 · Wages	9,689.56	8,163.47	15,367.08
Total Water Treatment	9,689.56	8,163.47	15,367.08
Water Trans & Distribution 5320 · Wages	8,876.70	7,038.41	11,142.38
<b>Total Water Trans &amp; Distribution</b>	8,876.70	7,038.41	11,142.38
Sewer Treatment 5420 · Wages	13,155.69	8,723.91	21,808.55
<b>Total Sewer Treatment</b>	13,155.69	8,723.91	21,808.55
Sewer Collection 5520 · Wages	3,995.39	376.92	5,341.63
<b>Total Sewer Collection</b>	3,995.39	376.92	5,341.63
Total Expense	79,560.92	54,749.22	137,659.90
Net Ordinary Income	-79,560.92	-54,749.22	-137,659.90
Net Income	-79,560.92	-54,749.22	-137,659.90

#### Past Due List Status

Past Due Status as of 8-31-23	amount
Number of accounts on the past due list	110
The Average Bill	\$1,044.20
The Median Bill	\$656.64
Low Balance at 90 days	\$100.66
High Balance at 90 days	\$8,459.43
Current balance Past Due List	\$114,862.49
Current Balance of at 90 days	\$59,224.05
Addresses currently off	19

Past Due status as of 7-31-23	amount	
Number of accounts on the past due list		108
The Average Bill		\$986.69
The Median Bill		\$618.94
Low Balance at 90 days		\$7.49
High Balance at 90 days		\$6,972.15
Current balance Past Due List		\$106,562.28
Current Balance of at 90 days		\$55,864.28
Addresses currently off		17

We have been utilizing The System Status Report from UBMax to report on past Due accounts. I have spent some time studing this report and how to share its data. The System Status Report is all monies due on the day the report is generated. By generating a Aged Balance report after billing is completed gives a more accurate balance to report on. Outstanding current is moved to thirty days past due. I will utilize the report this way for the fiscal year 2023-2024

#### **AGED BALANCES**

#### REDWAY CSD -- REDWAYCSD.ORG

DATE: 08/31/2023 AUTHOR: REDWCAGG1

CRITERIA: ACCT#: 0 - 9999999999

NAME: 0 - Z ZIP: 0 - 0

\* includes unbilled transactions

STATUS KEY: N=NORMAL W=NEW C=CUTOFF O=CHARGEOFF I=INACTIVE F=FINAL D=DISABLED R=RENTER L=LANDLORD

Acct#	Stat	Customer	Current	Over 30	Over 60	Over 90	Balance
1003	N		\$142.88	\$112.50	\$112.50	\$978.49	\$1346.37
24001	N		\$146.92	\$115.56	\$103.42	\$0.00	\$365.90
96401	N		\$104.72	\$116.50	\$116.50	\$221.40	\$559.12
315985	N		\$118.88	\$0.00	\$0.00	\$0.00	\$118.88
460951	N		\$217.85	\$153.77	\$129.11	\$2.03	\$502.76
1661992	N		\$143.38	\$0.00	\$0.00	\$0.00	\$155.38
2849939	N		\$143.15	\$113.06	\$100.50	\$0.00	\$356.71
2889795	N		\$160.56	\$0.00	\$0.00	\$0.00	\$160.56
2962462	N		\$160.62	\$107.50	\$0.00	\$0.00	\$268.12
4327348	N		\$143.09	\$112.50	\$112.50	\$112.50	\$480.59
4850662	N		\$226.16	\$0.00	\$0.00	\$0.00	\$226.16
5257231	N		\$180.34	\$101.46	\$0.00	\$0.00	\$281.80
5615078	1		\$12.00	\$230.00	\$0.00	\$1015.85	\$1257.85
6037418	N		\$866.75	\$112.50	\$142.56	\$1406.42	\$2528.23
6040400	N		\$146.38	\$33.13	\$0.00	\$0.00	\$179.51
6943194	Ν		\$489.03	\$117.25	\$0.00	\$0.00	\$606.28
7695766	N		\$148.13	\$112.50	\$70.30	\$0.00	\$330.93
7765811	1		\$0.00	\$0.00	\$0.00	\$100.66	\$100.66
8550558	I		\$230.00*	\$0.00	\$0.00	\$0.00	\$230.00
8600851	N		\$144.84	\$0.00	\$0.00	\$0.00	\$144.84
		Totals(266):	\$58,511.74	\$18,721.89	\$12,615.59	\$46,728.35	\$137,858.17

#### AGED BALANCES

#### **REDWAY CSD -- REDWAYCSD.ORG**

DATE: 09/01/2023 AUTHOR: REDWCAGG1

CRITERIA: ACCT#: 0 - 9999999999

NAME: 0 - Z

ZIP: 0 - 0

\* includes unbilled transactions

STATUS KEY: N=NORMAL W=NEW C=CUTOFF O=CHARGEOFF I=INACTIVE F=FINAL D=DISABLED R=RENTER L=LANDLORD

Acct#	Stat	Customer	Current	Over 30	Over 60	Over 90	Balance
713	Ν		\$161.93	\$151.02	\$120.99	\$78.33	\$512.27
715	Ν		\$304.99	\$217.60	\$140.39	\$155.57	\$818.55
741	N		\$159.33	\$152.31	\$223.50	\$807.22	\$1342.36
744	N		\$162.23	\$160.72	\$131.23	\$275.94	\$730.12
760	F		\$0.00	\$0.00	\$0.00	\$884.62	\$884.62
762	N		\$153.46	\$146.56	\$114.60	\$288.68	\$703.30
770	N		\$160.99	\$161.40	\$136.23	\$117.05	\$575.67
783	N		\$142.88	\$142.88	\$112.50	\$213.29	\$611.55
800	N		\$161.97	\$153.10	\$120.64	\$83.36	\$519.07
817	N		\$167.57	\$168.88	\$123.02	\$197.17	\$656.64
819	N		\$144.20	\$144.66	\$113.59	\$219.10	\$621.55
892	N		\$143.90	\$145.05	\$173.41	\$365.15	\$827.51
905	F		\$0.00	\$0.00	\$0.00	\$260.87	\$260.87
907	Ν		\$263.96	\$323.65	\$328.44	\$158.79	\$1074.84
909	Ν		\$171.77	\$178.79	\$133.37	\$299.07	\$783.00
932	F		\$0.00	\$0.00	\$0.00	\$315.21	\$315.21
953	N		\$163.94	\$163.16	\$119.66	\$67.16	\$513.92
984	N		\$148.90	\$169.39	\$128.08	\$153.40	\$599.77
1003	N		\$142.88	\$142.88	\$112.50	\$1090.99	\$1489.25
24001	N		\$147.80	\$146.92	\$115.56	\$103.42	\$513.70
96401	N		\$104.72	\$104.72	\$116.50	\$337.90	\$663.84
460951	N		\$242.20	\$217.85	\$153.77	\$131.14	\$744.96
2849939	N		\$143.02	\$143.15	\$113.06	\$100.50	\$499.73
4327348	N		\$152.58	\$143.09	\$112.50	\$225.00	\$633.17
5615078	1		\$0.00	\$12.00	\$230.00	\$1015.85	\$1257.85
6037418	Ν		\$470.12	\$866.75	\$112.50	\$1548.98	\$2998.35
7695766	Ν		\$499.04	\$148.13	\$112.50	\$70.30	\$829.97
7765811	1		\$0.00	\$0.00	\$0.00	\$100,66	\$100.66
		Totals(110):	\$17,811.24	\$23,321.49	\$14,505.71	\$59,224.05	\$114,862.49

<b>Customer Status</b>	Period	Total	Meter Status	Aged Balances	
Inactive	0	152	Read 647 of 703	Current	\$54,703.38
New	2	3		Over 30	\$18,721.89
Disabled	0	0		Over 60	\$12,615.59
Normal	0	662		Over 90	\$46,728.35
Final	0	215		Total	\$133,088.86
Disconnect	0	0			
Total	2	1032			

#### **Current Receivables**

Water System Loan	6935.32
Fine-cease&desist	200.00
Late Fee	9548.77
Un-Billed Items	230.00
Sef Water	7931.52
Disconnection Fee	120.97
Sewer	50552.75
Wateradj	22.48
Balancetransfer	406.37
Water	52833.29
Lien	1373.96
Sef Sewer	8876.95
Reconnection Fee	82.50
TOTAL:	139114.88
UNAPPLIED CREDITS:	6026.02
GRAND TOTAL:	133088.86

#### **Current Activity**

Starting Balance	237,472.76
Payments	-105,885.74
WATER	16.59
Water Adj	-38.16
SEFWATER	4.33
ResSEWER	27.63
Deposit Refund	-100.00
SEFSEWER	4.55
Late Fee	2,616.00
WatSysLoan	3.68
Adjustment	-261.50
Leak Relief	-980.94
Miscellaneous	-20.00
Total:	132,859.20

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September 21st, 2023,

General Manager's Report

#### Drought

The California Drought Monitor is reporting that we are in the Abnormally dry category for Humboldt and Del Norte County. We are still in Stage 2 Conservation. On the NINIS "National Integrated drought System", we are still in the D1-D2 Stage, a moderate drought. The South Fork of the Eel River is currently flowing at 12.5 CFS. We will continue to utilize the USGS equipment near the Dean Creek exit. I will continue to look into purchasing our own equipment so that we can collect and tie the flow Data into our Supervisory Control and Data Acquisition System.

If we were to take this approach, then we would be able to generate our own reporting for the State. We believe that reporting requirements will change even more throughout these next years to come.

Department of Water Resources, Emergency Water Storage, and supply project Grant,

I am very pleased to report that the DWR Executed Agreement for our Emergency Water Storage and supply project has been Docusigned and was completed on the 11<sup>th</sup> of September 2023. It has been included in this packet. What's next beyond this point is that we will have to move through the CEQA Documents. We know now that we do have Categorical Exemption on this project. This means that we will be working in our Existing footprint for all of the construction that is going to take place.

GHD and staff will be holding a kickoff meeting for the DWR grant very soon. It will be with myself, Rebecca Crow, and our project Engineer Giuseppe.

State Water Resource Control Board, Wastewater Improvements Grant

We are still in the 60% design currently. I stated in the last Board report that there would be more to report on this grant, and we have not met. This meeting will likely be happening next



week, and I will then have more to report, I do not anticipate this meeting being pushed out any further.

New Connections, new meter installations, and Accounts not connected to the Sewer System,

District field staff continues to move forward with the new INOV8 smart meter installations throughout town. We are only housing the INOV8's in our inventory system now. We will be surveying with our sewer camera equipment on Pacific Street again for confirmation on cleanouts, as well as any of those accounts that may not be connected to the Sewer Collection System. There have been no new connections.

#### 1911 Barnett Court/Commercial Agriculture

The will serve letter has been delivered and has been signed by both myself as well as the business owner. I have attached it.

#### Compliance Project

I will be submitting my final report and Certification of Completion before October 1<sup>st</sup>, 2023.

Our State Regulator for this project Jordan Filack has been in touch with me and is aware it will be filed on time. I do not anticipate having any issues with this submittal, this is a big one for us District staff has done a great job!

The rehabilitation of the Redway CSD collection system will be an ongoing effort after approval of the final report. Rehabilitation will begin with those problem areas that provide the most cost-effective reduction I/I. There are I/I contributors that will simply require removing a roof drain from a cleanout or re-sealing a manhole lid or raising the manhole ring. The highest priority rehabilitations will be those that contribute the most stormwater to the system and cost the least to resolve.

Redway CSD will allocate a portion of the annual budget toward this program. One of the indicators that the annual budget is sufficient will be that the list of contributors will shrink over time. A second indicator will be that the Unitized Zonal I/I flow volumes will also reduce overtime. Redway CSD will work with contractors to identify the most appropriate technology for rehabilitating identified issues.



There are many technologies available for rehabilitating collection systems. Slip lining, trenchless main replacement, storm drain, and pavement rehabilitation, manhole sealing, and lateral grouting are a few of the available technologies that will be considered.

Regards,

Cody Cox

General Manager

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#### To: RCSD Board of Directors

Office Manager's Memo

SEPTEMBER 26<sup>th</sup>, 2023

Credit card processing. For the month of August, we had 109 transactions with a value of \$25560.84. In July, we had 76 transactions with a value of \$15,525.07. 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# is a004ye. This is a code number that identifies us, Redway Community Services District.

Profit to Loss. July 1st, 2023, to August 31st, 2023, is 16.6% of the fiscal year. Income was \$228,720 which is 17.2%. \$1,326,997 is the unapproved budgeted income for 2023/2024. Expenses were \$232,190 which is 17.6% of the projected unapproved expenses of \$1,318,341 for the 2023/2024 fiscal year.

Billing and Allocations. Our past due for the month of August was \$114,862.49. In July it was \$98,428.65. It appears that the past due fluctuates around \$10,000 up or down every month from 3-2020. The high in April 2023 was \$99,000 from \$37,000 in March 2020, the month the pandemic started. I am having issues with the system Status report and the figures it has for past due. I would like to pull up a report that substantiates the system status reports findings. But I cannot, reasonably do this. If I report on all debits and credits. I will get a very close number but the accounts in the report jump from 110 customers past due to 262 customers reported.

2021-2022 Audit. We have the final audit, and it is in the packet. We have reconciled the savings accounts held by the county through 6-30-2023. We will start the audit process for 2022/2023, we will be going into Audit earlier this year then in the past few years.

2023/2024 Budget. We Had a Finance committee meeting on Sept 20 2023. We prepared a budget for review.

Past Due accounts. Starting in June we were instructed to adhere to the ordinances regarding 48-hour notices, shut-offs and restoring services. Five shut offs are going out a week starting with the highest balances first. Some of these accounts at the high end of the past due list are already turned off.

Professional Services Deposits. For some time, we have had a retainer of \$3000.00 with Somach Simmons and Dunn. I have been asked to retrieve it. It is on its way back and has not been received

as of the writing of this memo. We have had this retainer with the firm since May of 2016. Maybe we should reconsider this with the current speed at which we are moving with our legal team.

Master Metering. With the new rate structure in place we are going to save the West Coast Trailer Park occupants money on their monthly bills. This is possible due to the structure of the rates. The owner of the property pays a certain rate for the master meter and usage is a flat fee per HCF. When the totals are arrived at it will show even though we are charging more for water the overall bill of the residents should go down. This is true for other properties with units of two or more.

Respectfully,

#### Glenn Gradin

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



#### **Water Treatment**

Operations are under normal conditions. We are still at 350 gallons per minute, I thought that we would have to throttle down by now, but we have not had to. Our CPO has reported this to me again same as last month we have just not had to drop the GPM as of yet. He said that he expects it to happen soon. The static wet well level is sitting right around 8.0 with a pumping wet well level of 6.8.

#### **Wastewater Treatment**

Wastewater Plant operations are under normal operating conditions. We have just recently rented a 5-yard Dump truck so that we could get all of our solids hauled off to Recology in Fortuna. The numbers that I saw from last year were right around 20 tons, and we have already hauled over 30 tons to Recology, at which point they said that they could not receive anymore. This is the first time this has happened since we have been using them.

We still have some solids left, but at this point I am saying that the Wastewater Plant is ready for the winter. Our Wastewater Plant CPO may disagree, but we have gone into the winter before with much more of an *old solid's inventory*.

#### **Wastewater Collection**

As I mentioned in the last Operations report, we have fallen a little behind in sewer inspections for I&I, as well as lateral inspections. The District will be conducting a full inspection of this neighborhood and add the information to our GIS Map. These inspections/surveys will be happening much more frequently in the wintertime because we need to physically see the water leaking through the root intrusion because of how we need to coordinate with the Contactor. The technology that the Contractor uses is actually done when everything is wet and leaking.

The District Field Supervisor was scheduled to go to ROOTFEST, down south, in order to see how it works, it was hands on training, but they cancelled on us. These projects will be budgeted out for the next 3 years once we get going with these Contractors that use this technology.

#### Water Distribution

Field staff as mentioned before have been very successful with the meter installation program that is well underway now. Our Field Supervisor along with his Utility Operator have become very effective with planning out and organizing these installations, which can be very tricky in our town. I am very happy with the progress that is happening in our Water Distribution System, we or I at least will really start feeling good about things when our Old Rusk Storage Tank Rehabilitation is under way which is part of our DWR Grant that we just signed.

Cody Cox G.M

R.C.S.D.

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

#### **September 18, 2023**

**Unit of measure is gallons:** 

**Water Production Report: For August 2023** 

<b>Water Produced</b>	<b>District Use</b>	Unmetered	Sold	Daily Avg.
Jun 2021 7,385,152	649,006	2,183,766	4,552,380	246,172
Jun 2022 5,060,068	394,545	1,576,133	3,089,390	168,669
Jun 2023 4,977,835	1,481,976	486,034	3,009,825	165,928
Jul 2021 7,739,474	783,709	561,509	6,394,256	249,660
Jul 2022 6,103,560	481,696	1,601,431	4,020,433	196,889
Jul 2023 6,297,826	739,638	819,713	4,738,475	203,156
Aug 2021 6,649,876	749,640	314,673	5,585,563	214,512
Aug 2022 5,994,065	746,286	769,301	4,478,478	193,357
Aug 2023 5,897,412	676,538	998,436	4,222,438	190,239

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

	Influent	Effluent	Difference
May 2023	4,655,963	4,064,057	591,906
Jun 2023	4,103,861	3,668,901	434,960
Jul 2023	3,901,178	3,492,017	409,161
Aug 2023	3,430,880	3,105,570	325,310

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#### 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 2-72-73

Monthly Inspection recorded on unit.

Date 8-7-23

**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 8-2-23

**SECTION 3** 

Work Areas

Chemicals properly stored and marked. No Spills or trip hazards. Exits are accessible.

DE DE

Date 8-2-23

SECTION 4

**Electrical Equipment** 

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

Date 8-3-23

#### **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 8-3-23

#### **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 8-4-23

#### **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

Confined space equipment checked for serviceability

Survivor Air Systems inspected and serviceable

Date 8-3-22

Any Incidents to Report for month

Signature

Date 9-2-23

#### 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

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

1)

2)

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

inserted into each attendee's p	personnel file on	the organi	zation's Record of Training Form:
a) Employee name		d)	Training subject
b) Employee's departmen c) Date of training		e) Whet	Whether a certificate was issued
b. <u>Safety Meetings</u>		The tree of the country of the country	Security of the security and the security of t
This form is filed with the master meet	ting file for each	safety med	eting in the IIPP Administrator's files
ine master file includes this form, the	safety meeting	agenda, al	I safety meeting handouts and anything
else pertaining to the safety meeting.	and the second of the second o		
Check (✓) if the Program was <u>Training</u>	Check (√)	if the Prog	ram was a <u>Safety Meeting</u>
Training/Safety Meeting Subject(s):	and the second s		3
Flammable & Comisus TABL	le Liquids	SAFEH	and link & Storage
Certificate Issued (circle answer): Yes	No		
Training/Meeting Date: Training I	nstructor/Meet	ing Leade	r Name(s):
8-2-23 D.63	GET		
Description of Training Provided or Safety	Meeting Toni	c(s):	
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Employee Sa	afety Training &	Meeting Re	eport

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Employee Name (PRIN	NT)	Employee Name (SIGNATURE)
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Employee Safety Training & Meeting Report
Page \_\_\_\_ of \_\_\_\_

### SDRMA

# SAFETT

Flammable and Combustible Liquids Safe Handling and Storage

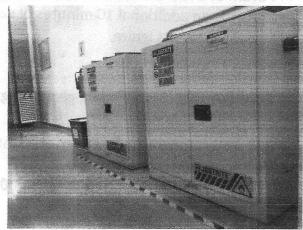
While workplace fires are less likely to occur than other types of incidents, its impact can be dangerous and cause significant property damage. This Safety Talk focuses on safe handling and storage of flammable and combustible liquids.

#### **Key Facts**

Flammability is determined by the flash point of a liquid. The flash point is the minimum temperature at which a liquid can form a vapor in sufficient concentration that it can be ignited. The primary difference between a flammable and a combustible liquid is the flash point.

Liquids are further categorized into classes used to determine the quantity that can be safely stored in the workplace.

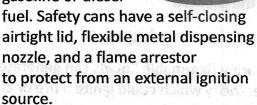
Flammable Liquids				
Class	Flash Point	Examples include:		
1-A	Below 73°F	Diethyl ether, pentane, petroleum ether		
1-B	Below 73°F but boiling point above 100 °F	Gasoline, benzene, acetone, isopropyl alcohol		
1-C	Above 73°F but below 100 °F	Butyl alcohol, diethyl glycol, turpentine		
	Combustible	e Liquids		
Class	Flash Point	Examples include:		
2	At or above 100°F but below 140 °F	Diesel fuel, pine tar, some cleaning solvents		
3, 4	Above 140°F; Above 200°F	Creosote oil, formaldehyde, castor		



Did you know that vapor is what burns and not the liquid itself? Vapor is directly affected by the ambient temperature, too. Consequently, flammable and combustible liquids are more hazardous as the temperature increases.

#### Containers

Only use type 1 or 2 safety cans for gasoline or diesel



#### Storing

No more than 25 gallons of flammable and combustible liquids may be stored *outside* of a flammable liquid storage cabinet. No more than 10 gallons of that total may be flammable liquids.

#### Safe Handling and Storage of Flammables

#### **Storage Cabinets**

UL or FM approved flammable storage cabinets are engineered to protect the contents from sources of nearby ignition. In the event of a room fire, these special cabinets will provide an additional 10 minutes of safety before the contents ignite.

#### Do's and Don'ts

- Keep the area clear of spark generating tools and equipment.
- Not more than 120 gallons of flammable liquids may be stored inside a storage cabinet. Of this total, not more than 60 gallons may be category 1, 2 and 3 flammable liquids.
- Always ensure that the cabinet doors are fully closed and not malfunctioning.
- Do not store hazardous materials, such as acids, bases, or corrosive liquids. These should be stored in acid and corrosive storage cabinets, not flammable storage cabinets.
- Do not remove labels or warning signs from the cabinet.
- No more than three cabinets should be allowed in one room.
- Keep the lids closed on all containers inside the cabinet.

#### Transferring Liquids

Pouring flammable liquids can generate static electricity which could ignite a fire or cause an explosion. Bonding or grounding the two containers can prevent sparking.

Bonding refers to a technique used to ensure that all components (containers, piping, pumps, funnels) used in the dispensing process carry the same electrical potential.

Grounding is the process of carrying the electric charge to "earth" or "ground."

#### Oily or Solvent Soaked Rags

Used rags containing solvents, thinners, and oils can spontaneously combust or ignite from nearby sources of ignition. To prevent this, store used oily or solvent soaked rags in an "oily waste can." The self-closing lid blocks fire transmission and works to extinguish a can fire by preventing additional oxygen from being introduced.



### Responding to a Flammable Liquid Fire

Never use water to extinguish a flammable liquid fire as it will only splatter and spread the flame. Use a Class B fire extinguisher (or multi-class) and only if you are trained and not in danger. Note that most commercial buildings are equipped with multi-class fire extinguishers to be used on a variety of fires including flammable liquids.

#### **More Resources:**

- Cal/OSHA §5415 5629
- NFPA 30 Flammable and Combustible Liquids Code
- SDRMA Risk Control Team

This Safety Talk provides awareness level training on Safe Handling and Storage of Flammables. If this information is unclear or if you have any additional questions, please talk to you supervisor.



September 11, 2023

Intent to Serve Letter

#### To project proponent:

Redway Community Services District (the "District") hereby provides this notification to the Applicant for water and sewer services 1911 Barnett Court, Redway CA 95560. that the District is willing to provide water and wastewater services to such location subject to the availability of water at the time of Applicant's request for connection to such systems, and subject to the District having sufficient capacity to accept new connections to its water and sewer systems at the time that the building permit for Applicant's project is approved by the County subject to the following conditions:

**NOTE:** Commercial Agriculture Producer Ordinance Language is currently being developed with our Attorneys office. The owner of Evergreen Exotics is subject to what will be written and implemented in the Ordinance's for the Redway Community Services District after our Attorney has had the chance to do so.

- 1. That the project proponent, (*Evergreen Exotics LLC*) receive written permission from the owner of the property to implement the project, which written permission shall constitute a part of the Application filed by the Applicant.
- 2. That the Applicant execute an Agreement for Water/Sewer System Improvements (Small Developments) with District in the form provided by District if the project exceeds 1500 square feet of commercial space or will offer 3 or more commercial or residential metered connections.
  - a. Said Agreement shall require that the Applicant shall provide a deposit to ensure that the District is reimbursed for all of its incurred costs in reviewing the application, plans and specifications for the improvements, including all administrative, engineering, design and associated legal costs; inspection of the construction, all required environmental documentation for the improvements; and any security, bonding, or warranty provisions required for improvements which will be dedicated to the District for acceptance.
  - b. Said Agreement shall provide that the application fee is a nonrefundable fee to initiate District analysis of the feasibility of providing water and sewer service to Applicant's project.
  - c. Said Agreement shall provide that the Applicant secure a building permit from the County of Humboldt to construct the project within 60 days after approval of the Agreement by District.

d. Said Agreement shall require that such deposits are refundable to the extent that the District does not incur costs which exceed the amount of the deposit. However, said Agreement shall require Applicant to pay a non-refundable deposit to initiate the Application review process.

#### 3. Left Intentionally Blank

- 4. That the Applicant commit to observing the District's Water Ordinance and Sewer Ordinance as well as the District's Water Shortage Contingency Plan regarding water shortages when such conditions are in effect.
- 5. That District's commitment to provide fire flow services to Applicant's project is limited to the storage and pressure conditions existing in the District distribution system. Current conditions allow delivery of 120 minutes fire flow of 740 gallons per minute. At full buildout available fire flows for the Meadows Business Park may be reduced to 625 gallons per minute for 120 minutes. That Applicant's project secure approval for fire flow requirements from the local public agency having jurisdiction over fire protection standards in the region.
- 6. That the Applicant pay a water connection fee for connection to the District's water system and a sewer connection fee for connection to the District's sewer system in the amounts in effect when all plans submitted by Applicant have been approved by District, all project approvals have been received from County, and Applicant is ready to physically connect to the water and sewer systems of District.

Failure to meet the above conditions will invalidate this intent-to-serve letter. Failure to maintain the conditions specified in this letter after water and sewer services commence will result in termination of service pursuant to the District's Water Ordinance and Sewer Ordinances.

Best regards,

Cody Cox

GM

Redway Community Services District

**Business Owner** 

**Evergreen Exotics** 

Hello Community,

It has come to our attention that some residences that are receiving water in town may be "second units" not on record with Redway Community Services District.

Many RCSD customers have second (housing) units as defined by the State (cite). RCSD encourages affordable rental housing in our town but these units do create demands on the water and sewer system. The costs of these demands are paid by all ratepayers if the second unit is not appropriately paying their share. Many of these units are providing income to their owners while others provide a benefit by housing friends or family members for free.

#### (CITE STATE LEGAL DEF.)

We recognize that our recent rate increase obligates us to ensure that we are fairly apportioning the costs of providing our communities with water and sewer services. Some accounts are not paying their fair share, renting out units without having paid hookup fees or separate monthly service charges. While we support the provision of local housing, other rate payers should not, and legally must not subsidize those who have undeclared units. We are starting inspections to ensure all homes connected to the water and sewer system are paying their share appropriately. In correcting this issue we hope to defer future rate increases for all customers.

\*\*\*Select one of the following options to be the third paragraph.\*\*\*

#### Option!

We recognize that the capacity fees (hook up charges) are a large obligation to families in a currently depressed economy. In order to get all of the housing units paying their monthly bills

appropriately, Redway Community Services District is willing to give "grandfathered" status to any second housing units in our boundaries and waive the capacity fees for units that did not pay them when their service started. New billing rates for affected customers will be issued starting on July 1, 2024.

#### Option 2

We recognize that the capacity fees (hook up charges) are a large obligation to property owners in a currently depressed economy. In order to get all of the housing units paying their monthly bills appropriately, for a limited window of time, Redway Community Services District is willing to waive 50% of the regular hook up charges for any units that did not pay them when their service started. Furthermore payment plans will be available spreading this obligation out over 6 months. New billing rates for affected customers will be issued starting on July 1, 2024. Any property coming into compliance after this time will be charged 100% of hook up charges.

#### Option 2b -includes the above and this

Furthermore, Redway Community Services District is offering a special provision for units that meet existing Accessory Dwelling Unit requirements. If your unit qualifies and goes through the county ADU process by July 1, 2024, all capacity fees will be waived.

#### Option 3

While we recognize that the capacity fees (hook up charges) are a large obligation to property owners it was their responsibility to ensure that their properties were signed up for each residential unit that was going to access water. Starting immediately RCSD employees will begin inspections and unpaid hook up fees for secondary units will be charged to any property that did not pay them at the start of service.

#### Option 3b -includes the above and this

However, Redway Community Services District is offering a special provision for units that meet existing Accessory Dwelling Unit requirements. If your unit qualifies and goes through the county ADU process by July 1, 2024, all capacity fees will be waived.

Contact the office to schedule an inspection or wait until we work our way through town to your neighborhood and we will contact you.

Thank you for your assistance in this matter.

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Grant Agreement No. 4600015464 Page 1 of 36

## STATE OF CALIFORNIA CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

AGREEMENT NUMBER: 4600015464

# FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND REDWAY COMMUNITY SERVICES DISTRICT

FOR THE
REDWAY EMERGENCY WATER STORAGE AND SUPPLY PROJECT

A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM

**FUNDED BY** 

THE BUDGET ACT OF 2021 AS AMENDED (STATS. 2022, ch. 44, § 25)

Grant Agreement No. 4600015464 Page 2 of 36

# FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND REDWAY COMMUNITY SERVICES DISTRICT 4600015464

#### SMALL COMMUNITY DROUGHT RELIEF PROGRAM

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Redway Community Services District, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1. <u>PURPOSE</u>. State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), to the Grantee to assist in financing the Redway Emergency Water Storage and Supply Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2. <u>TERM OF FUNDING AGREEMENT.</u> The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 30, 2025, and no funds may be requested after September 30, 2025.
- 3. PROJECT COST. The reasonable cost of the Project is estimated to be \$1,620,070.
- 4. <u>FUNDING AMOUNT.</u> The maximum amount payable by the State under this Agreement shall not exceed \$1,620,070.
- 5. <u>GRANTEE REQUIRED COST SHARE.</u> Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
- 6. <u>BASIC CONDITIONS.</u> State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
  - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and

- b. Documents that satisfy the CEQA process are received by the State, and
- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 7. <u>DISBURSEMENT OF FUNDS.</u> State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
- 8. <u>ELIGIBLE PROJECT COST.</u> Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after November 21, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs incurred prior to November 21, 2022.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to November 21, 2022.

- K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
  - v. Invoices can be submitted by one of the following methods.
    - a. Via email to the State's Project Manager at William. Ehorn@water.ca.gov

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b. Mail the invoice with the original "wet signature" to the following address: William Ehorn, Department of Water Resources, Northern Region Office, 2440 Main Street, Red Bluff, CA. 96080.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

- 10. <u>WITHHOLDING OF DISBURSEMENTS BY STATE.</u> If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
- 11. <u>DEFAULT PROVISIONS.</u> Grantee will be in default under this Funding Agreement if any of the following occur:
  - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
  - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.
  - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via

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first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding disbursed be immediately repaid.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 12. <u>CONTINUING ELIGIBILITY.</u> Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
  - A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <a href="https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf">https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf</a>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 13. <u>SUBMISSION OF REPORTS.</u> The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

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- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- 14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
- 15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- 16. <u>NOTICES.</u> Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 17. <u>PERFORMANCE EVALUATION.</u> Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding

Agreement are as follows:

Department of Water Resources Redway Community Services District

Arthur Hinojosa Cody Cox

Manager, Division of Regional Assistance General Manager

P.O. Box 942836 P.O. Box 40

Sacramento, CA 94236 Redway, CA 95560

Phone: (916) 902-6713 Phone: (707) 923-3101

Email: Arthur.Hinojosa@water.ca.gov Email: <a href="mailto:ccox.rcsd@gmail.com">ccox.rcsd@gmail.com</a>

Direct all inquiries to the Project Manager:

Department of Water Resources Redway Community Services District

William Ehorn Cody Cox

Engineering Geologist General Manager

2440 Main Street P.O. Box 40

Red Bluff, CA 96080 Redway, CA 95560

Phone: (530) 515-1930 Phone: (707) 923-3101

Email: william.ehorn@water.ca.gov Email: ccox.rcsd@gmail.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. <u>STANDARD PROVISIONS AND INTEGRATION.</u> This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C - SCHEDULE

Exhibit D - STANDARD CONDITIONS

Exhibit E - GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F - REPORT FORMATS AND REQUIREMENTS

Exhibit G - STATE AUDIT DOCUMENT REQUIREMENTS

Exhibit H - INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

Exhibit I – APPRAISAL SPECIFICATIONS

Exhibit J – ADVANCE PAYMENT

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA	REDWAY COMMUNITY SERVICES DISTRICT		
DEPARTMENT OF WATER RESOURCES			
AHM.	Cody Cox		
Arthur Hinojosa, Manager	Cody Cox, General Manager		
Division of Regional Assistance			
Date9/11/2023	Date9/11/2023		
Approved as to Legal Form and Sufficiency	<b>/</b>		
James Herink For			
Robin Brewer, Assistant General Counsel			
Office of General Counsel			
Date 9/11/2023			

### Exhibit A WORK PLAN

Project Title: Redway Emergency Water Storage and Supply Project

Funding Recipient: Redway Community Services District

**Project Description:** This Project is comprised of rehabilitating an existing 250,000-gallon potable water tank, installing approximately 750 automated water meters, and replacing the filter media at the water treatment plant to ensure a more resilient water supply for the residents of the Grantee's community during drought conditions.

#### **Task 1 – Project Administration**

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the Grant Agreement, administration of the Project including overseeing the budget and schedule, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with DWR Project Manager.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Prepare the draft Grant Completion Report and submit it for DWR comment. Prepare the final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

#### **Deliverables:**

- Invoices and supporting documents
- Quarterly progress reports
- Draft Grant completion report
- Final Grant completion report

#### Task 2 – Design, Engineering, Permitting, and Bidding

This task includes preparing the preliminary and engineering design plans, technical specifications, and cost estimates for the Project. This task also includes preparing bid documents and contract documents, advertising the construction portion of the Project, and awarding the construction contract and the notice to proceed. The engineering design shall be detailed enough for construction such that requests for information from contractors are minimized during the construction.

A field assessment of the water tank and filters will be completed to document existing conditions and confirm the improvements needed. A brief Technical Memorandum will be prepared to summarize findings and key design assumptions. An Opinion of Probable Cost will be prepared with the 90% and 100% plans and technical specifications.

This task also includes completing the DWR Environmental Information Form (EIF) and appropriate California Environmental Quality Act (CEQA) documents. The EIF and CEQA documents will be submitted to the DWR Project Manager for approval prior to the beginning of the construction. The Grantee shall obtain other necessary permits to implement this Project.

#### **Deliverables:**

- DWR Environmental Information Form
- All CEQA Documents
- Copies of necessary permits
- 50%, 90%, and 100% plans and specifications
- Cost estimates
- · Copy of Bid Documents
- Proof of advertisement
- Bid Summary
- Copy of awarded contract
- · Copy of notice to proceed

#### Task 3 – Construction

#### Task 3.1 - Tank Rehabilitation

This task includes the rehabilitation of an existing 250,000-gallon bolted steel water tank. The rehabilitation includes repairs to address operational deficiencies (overflow replacement and seam seals and concrete repair), preventative maintenance requirements (clearing debris and lubricating and calibrating equipment parts), cathodic protection, and access (additional manway and davit arm), and safety improvements (new bug screen, ladder modifications, and new guardrail/handrail). In addition, the existing coating It is assumed that seismic retrofit, foundation improvements, or structural improvements are not required.

#### Task 3.2 – Smart Meter/Automatic Metering System

This task includes the purchase of approximately 750 individual automated water meters and completing the contract for cellular service to connect to their metering system. The Grantee intends to install the meters and does not anticipate requiring outside consultant or contractor support.

# Task 3.3 - Filter Media Replacement

This task includes removing and appropriately disposing of existing filter media and replacing it with new media, removing, cleaning, and recoating the filter interior and exterior, and adding weirs to the existing troughs.

## **Deliverables:**

- Construction photos
- Construction Schedule

# **Task 4 – Construction Management**

This task includes the construction management activities such as materials testing; review of Contractor monthly payment requests; review of labor compliance; maintaining Project records and files; developing project meeting agendas and minutes; coordinating and responding to submittals, requests for information, and shop drawings; monitoring the Contractor's construction schedule; and attending on-site meetings to address construction issues.

Once construction is nearing completion the Project will be closed out. This will include completion of the final punch list, submission of operations and maintenance manuals, filing the notice of completion with Humboldt County, and compiling the construction records including submittals, photos, and as-built drawings.

#### Deliverables:

- Change orders if any
- Water quality test results
- Notice of Completion
- As-built drawings

# Exhibit B BUDGET

All work associated with the Project must be completed prior to payment of retention. Backup documentation for cost share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Funding Amount
Task 1 – Project Administration	\$50,000
Task 2 – Design, Engineering, Permitting, and Bidding	\$225,000
Task 3 – Construction	\$1,235,070
Task 4 – Construction Management	\$110,000
Total	\$1,620,070

# Exhibit C SCHEDULE

Task	Start Date	End Date
Task 1 – Project Administration	12/21/2022	06/30/2025
Task 2 – Design, Engineering, Permitting, and Bidding	08/01/2023	12/31/2024
Task 3 – Construction	02/01/2024	06/30/2025
Task 4 – Construction Management	02/01/2024	06/30/2025

## **Exhibit D**

#### STANDARD CONDITIONS

## D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2. <u>ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE</u>: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. <u>AMENDMENT:</u> This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. <u>AMERICANS WITH DISABILITIES ACT:</u> By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. <u>AUDITS:</u> State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to

comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. <u>BUDGET CONTINGENCY:</u> If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. <u>CHILD SUPPORT COMPLIANCE ACT:</u> The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
  - A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. <u>CLAIMS DISPUTE:</u> Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of

- time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. <u>COMPETITIVE BIDDING AND PROCUREMENTS:</u> Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting</a>.
- D.11. <u>COMPUTER SOFTWARE:</u> Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. <u>CONFLICT OF INTEREST:</u> All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
  - A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. <u>DELIVERY OF INFORMATION, REPORTS, AND DATA:</u> Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. <u>DISPOSITION OF EQUIPMENT:</u> Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. <u>DRUG-FREE WORKPLACE CERTIFICATION:</u> Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
  - A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. <u>EASEMENTS:</u> Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. <u>FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:</u> Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. <u>GOVERNING LAW:</u> This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
  - A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. <u>INDEMNIFICATION:</u> Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

- to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. <u>INDEPENDENT CAPACITY:</u> Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. <u>INSPECTION OF BOOKS</u>, <u>RECORDS</u>, <u>AND REPORTS</u>: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. <u>INSPECTIONS OF PROJECT BY STATE:</u> State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <a href="http://www.dir.ca.gov/lcp.asp">http://www.dir.ca.gov/lcp.asp</a>. For more information, please refer to DIR's *Public Works Manual* at: <a href="http://www.dir.ca.gov/dlse/PWManualCombined.pdf">http://www.dir.ca.gov/lcp.asp</a>. For more information, please refer to DIR's *Public Works Manual* at: <a href="http://www.dir.ca.gov/dlse/PWManualCombined.pdf">http://www.dir.ca.gov/dlse/PWManualCombined.pdf</a>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. <u>NONDISCRIMINATION</u>: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of

their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. <u>OPINIONS AND DETERMINATIONS:</u> Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. <u>PERFORMANCE BOND:</u> Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. <u>PRIORITY HIRING CONSIDERATIONS:</u> If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. <u>PROJECT ACCESS</u>: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. <u>REMAINING BALANCE:</u> In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. <u>REMEDIES NOT EXCLUSIVE:</u> The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. <u>RETENTION:</u> The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. <u>SEVERABILITY:</u> Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. <u>SUSPENSION OF PAYMENTS:</u> This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. <u>SUCCESSORS AND ASSIGNS</u>: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. <u>TERMINATION BY GRANTEE:</u> Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. <u>TERMINATION FOR CAUSE:</u> Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. <u>TERMINATION WITHOUT CAUSE:</u> The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. <u>THIRD PARTY BENEFICIARIES:</u> The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. <u>TIMELINESS:</u> Time is of the essence in this Funding Agreement.

- D.44. <u>TRAVEL:</u> Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <a href="http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx">http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx</a>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. <u>UNION ORGANIZING:</u> Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
  - A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. <u>VENUE</u>: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

# Exhibit E GRANTEE'S AUTHORIZING RESOLUTION

RESOLUTION NO. 3021-2022-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDWAY COMMUNITY SERVICES DISTRICT

AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE REDWAY EMERGENCY WATER STORAGE AND SUPPLY PROJECT

WHEREAS, Redway Community Services District proposes to implement The Redway Emergency Water Storage and Supply Project, and

WHEREAS, The Redway Emergency Water Storage and Supply Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies, and

WHEREAS, Redway Community Services District has the legal authority and is authorized to enter into a funding agreement with the State of California, and

WHEREAS, Redway Community Services District intends to apply for grant funding from the California Department of Water Resources for the The Redway Emergency Water Storage and Supply Project:

THEREFORE, BE IT RESOLVED by the Redway Community Services District Board of Directors:

- 1. That pursuant and subject to all of the terms and provisions of Budget Actof 2021 (Stats. 2021, ch. 69, § 112), the Redway Community Services District's General Manager, or their designee, is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.
- 2. The Redway Community Services District's General Manager, or their designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
- The Redway Community Services District's General Manager, or their designee, is hereby authorized
  and directed to submit any required documents, invoices, and reports required to obtain grant
  funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly adop	ted by the Board of
Directors of the Redway Community Services District at the meeting held on 17	November 2021 by
motion by LINDA SUTTON and seconded by Michael, motion passed	by the following vote:
AYES: 3 MICKASKLE	
NOES: 🖒	
ABSTAIN:	
ABSENT: 🛴	
Cithan Whene ARTHOR MCCLORE GODRE ELDER	
Signature, Printed Name and Title - Redway Community Services District	

## **Exhibit F**

## REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

## 1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

## **PROJECT STATUS**

Describe the work performed during the time period covered by the report including but not limited to:

## **PROJECT INFORMATION**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

## **COST INFORMATION**

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

# **SCHEDULE INFORMATION**

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

<u>EXECUTIVE SUMMARY</u> – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

# REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

# **COSTS AND DISPOSITION OF FUNDS** – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:

- Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.
- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - o Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

<u>ADDITIONAL INFORMATION</u> – Any relevant additional Information should be included.

## **Exhibit G**

## STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

# **State Audit Document Requirements**

## **Internal Controls**

- 1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
- 2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State-funded Program/Project
- 3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
- 4. Prior audit reports on the State funded Program/Project.

## State Funding:

- 1. Original Funding Agreement, any amendment(s), and budget modification documents.
- 2. A listing of all grants, loans, or subventions received from the State.
- 3. A listing of all other funding sources for the Program/Project.

## Contracts:

- 1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
- 2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

#### Invoices:

- 1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
- 2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
- Reimbursement requests submitted to the State for the Funding Agreement.

## Cash Documents:

- 1. Receipts (copies of warrants) showing payments received from the State.
- 2. Deposit slips (or bank statements) showing deposits of the payments received from the State.

- 3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
- 4. Bank statements showing the deposit of the receipts.

# **Accounting Records:**

- 1. Ledgers showing entries for funding receipts and cash disbursements.
- 2. Ledgers showing receipts and cash disbursement entries of other funding sources.
- 3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

# **Administration Costs:**

1. Supporting documents showing the calculation of administration costs.

## Personnel:

- 1. List of all contractors and Agency staff that worked on the State funded Program/Project.
- 2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

# **Project Files:**

- 1. All supporting documentation maintained in the project files.
- 2. All Funding Agreement related correspondence.

## **Exhibit H**

## INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## Exhibit I

#### APPRAISAL SPECIFICATIONS

For property acquisitions funded this Funding Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

- 1. Title page with sufficient identification of appraisal assignment.
- 2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
- 3. Table of contents.
- 4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
- 5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
- 6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
- 7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
- 8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
- 9. A legal description of the subject property, if available.
- 10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
- 11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
- 12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
- 13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
- 14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

- 15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
- 16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
- 17. Subject property leasing and operating cost history, including all items of income and expense.
- 18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
- 19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
- 20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing preproject levees that render the take area different from the larger parcel must be addressed in the valuation.
- 21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
- 22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
- 23. Map(s) showing all comparable properties in relation to the subject property.
- 24. Photographs and plat maps of comparable properties.
- 25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
- 26. Comparable data sheets.

- a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
- b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
- c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
- 27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
- 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
- 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
- 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
- 31. Implied dedication statement.
- 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
- 33. Discussion of any departures taken in the development of the appraisal.
- 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
- 35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
  - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, backup power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

# Exhibit J ADVANCE PAYMENT

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. If the Grantee is requesting the advanced payment, the request(s) shall include:
  - 1. Descriptive information of each project with an update on project status
  - 2. Description and documentation of the cash flow issues the Grantee has that requires funds to be advanced
  - 3. The names of the entities that will receive the funding for each project
  - 4. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - 5. Any other information that DWR may deem necessary
- B. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- C. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds. The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
  - 1. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - 3. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the

tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- 4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  - i. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  - ii. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  - iii. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  - iv. Proof of distribution of advanced funds, if applicable.
- D. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 9, "Method of Payment."

# Redway Community Services District Account Listing May 23, 2022

		4	2023-2024 Budge	et	
Ordinary	y Income/Expense				
	Income   Water Charges				
	4100 · Residential 4150 · Commercial	402,987.00			
	Total Water Charges	98,616.00	INJ	\$501,603.00	
	Sewer Charges 4200 · Residential	466,732.00	RS		
total	4250 · Commercial	188,163.00		\$4E4 00E 00	
total	Sewer Charges 4440 · Application Fees	1,160.00		\$654,895.00	
	4450 · Reconnect Fees 4500 · Late Charges	600.00 26,640.00	EST		
	4600 · Other Operating Revenue Property Tax Revenue	3,600.00	CO	\$32,000.00	
	7000 · Secured	121,813.63		\$32,000.00	
	7005 · Unsecured 7010 · Prior Years	5,069.87 4,052.24			
	7015 · Supplemental - Current 7020 · Supplemental - Prior	1,671.15 242.74			
	7050 · Property Assessments	0.00			this entry comes from water and sewer charges above that were sent to
	7100 · Homeowners' Tax Relief 7105 · St. Wildlife Refuge In Lieu Tax	1,188.68 36.75	LC		
	Property Tax Revenue - Other Total Property Tax Revenue			\$134,075.06	
	7200 · Interest Income Total Income		4,424.00		
Gross P	rofit			ψ1,320,771.U0	
	Expense Administrative & General				
	5000 · Advertising 5010 · Bad Debts	\$1,024 \$500			
	5015 · Bank Charges	\$1,286	LY+5.9%		
	5020 · Dues & Memberships 5030 · Education & Training	\$7,583 \$1,217	LY+5.9% CO		
	Insurance	2,890.90	LY+5.9%		
	5040 · Employee Health Insurance	-32,946.09			
	Employee Portion Health 5040 · Employee Health Insurance - Other	-32,946.09 151,413.92			
	Total 5040 · Employee Health Insurance 5041 · Employee Life Insurance				
	Employee Portion Life 5041 · Employee Life Insurance - Other	-6,569.28 9,551.76			
	Total 5041 · Employee Life Insurance				
	5045 · Workers' Comp 5050 · Liability/Fire	15,686.97 29,229.90			
	Total Insurance   5065 · Legal Fees	0.00		\$180,868.42	
	5070 · Licenses, Permits & Fees 5075 · Mileage/Travel	18,966.67			
	5120 · Repairs & Maintenance	4,696.32 500.00			
	Office Expense   5055 · Internet-only	2,400.00	CO		
	5060 · Computers & Software Expense 5062 · Finance Charges		LY+5.9% LY+5.9%		
	5081 · Office Expense	4,512.84	LY+5.9%		
	5105 · Postage 5106 · Rent	8,400.00			
	5130 · Office Supplies 5135 · Telephone-all phones		LY+5.9% LY+5.9%		
	5145 · Utilities-pg&e & blue star only 5146 · MANAGER'S PROFESSIONAL DEVELOPN		LY+5.9%		
	Office Expense - Other	3,300.00	new	* / 7 700 00	
	Total Office Expense 5085 · Outside Services		LY+5.9%	\$67,728.88	
-	5100 · Payroll Taxes 5101 · Penalties	45,768.70	LY+5.9%		
	Professional Fees   5111 - Accounting	20,951.28	LV. E 09/		
	5112 · Director Fees	3,997.73	LY+5.9%		
	5113 · Legal Fees 5114 · Other Consultants	10,203.47 26,277.00			10,000 legal fee estimate/ could be high could be low
	Total Professional Fees 5115 · Property Tax Admin Fees	5.208.25	LY+5.9%	\$113,765.02	
	5125 · Retirement	37,461.67	LY+5.9%	#207.04 / Tr	
	5150 · Wages ADMIN TOTAL	265,146.80	LY+5.9%	\$307,816.71 \$673,679.03	
	Water 5200 · Lab Tests	5.374 43	LY+5.9%		
	5205 · Repairs & Maintenance		LY+5.9%		
	5210 · Supplies-water treatement 5215 · Utilities	49,792.11	LY+5.9%		
+	5220 · Wages 5230 · Tools & Safety Equipment	105,549.11 2,500.00			
	5240 · Truck expenses  5245 · Water Fuel expenses		LY+5.9%		
	5240 · Truck expenses - Other		LY+5.9%		
	Total 5240 · Truck expenses WATER TOTAL			\$202,760.92	
	Transmission 5305 · Repairs & Maintenance	25,686.41	LY+5.9%		
	5310 · Supplies	1,709.32	LY+5.9%		
	5315 · Utilities 5320 · Wages	77,564.78			
+	5330 · Tools and Safety Equipment    T&D TOTAL	2,075.52	LY+5.9%	\$109,484.60	
	sewer 5400 · Lab Tests	38,531.72	I V±5 0%	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	5405 · Repairs & Maintenance	23,119.03	LY+5.9%		
<del>-</del>	5410 · Supplies-sewer treatment 5415 · Utilities	27,306.16 42,363.20	LY+5.9%		
	5420 · Wages 5430 · Tools & Equipment	118,411.64			
	5440 · Truck Expenses	8,622.38	LY+5.9%		
1	5445 · Sewer fuel expenses 5450 · Road Maintenance	7,341.02 500.00	LY+5.9% EST		
1	SEWER TOTAL Collection			\$268,027.95	
-	n.ouection		Î		
	5505 · Repairs & Maintenance 5510 · Supplies	14,085.76	LY+5.9% LY+5.9%		

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# Redway Community Services District Account Listing May 23, 2022

	2023-2024 Budget				
55	30 · Tools & Eqiupment	1,278.00	CO		
	SEWER COLLECTION TOTAL			\$49,155.11	
	8100 interest expense	15,233.87	LY+5.9%		
	EXPENSE TOTAL			\$1,318,341.48	
	NET GAIN OR LOSS			\$8,655.58	
Ot	her Income/Expense				
	Other Income				
	7350 · Operating Grant Income				
	5905 · SEF Fees - Water	93,964.00			
	5900 · SEF Fees - Sewer	95,718.00			
	4300 · Connection Fees	0.00			
	4400 · SRF Fees	79,748.00			
	7250 · Gain (Loss) on Sale of Asset	0.00			
	7300 · Capital Grant Income	0.00			
	7400 · Other Income	0.00			
	Total Other Income		269,430.00		
	NET POSITION			\$278,085.58	
	DEBT SERVICE		.=====		
	Davis-Grunsky '74		17328.95		
	1 1 2 2 1 100		40.47.40		
	davis-Grunsky '68		4047.40		
	LICDA		E0405.00		
	USDA		52465.00		
	wslf	-	38250.00		
	Woll		30230.00		
	sub total debt_service		112091.35		
	Sub total debt. Service	-	112091.35		
	net gain or loss			174,649.80	
	net yani or ioss			174,049.00	

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# redwaycsd@gmail.com

From: Ed Voice <evoice@mchsi.com>

Sent: Wednesday, August 16, 2023 2:33 PM

To: ccox rcsd

Cc: ggradin rcsd; redwaycsd

Subject: Re: Commercial Cannabis Cultivation

Attachments: SF Eel R NR Miranda CA - USGS Water Data for the Nation 8-16-23 1-30pm.pdf

Sorry, totally screwed up that GSD Cannabis pdf, its this one, found in the link below email.

Thanks again.

Ed Voice

**From:** "Ed Voice" <evoice@mchsi.com> **To:** "ccox rcsd" <ccox.rcsd@gmail.com>

Cc: "ggradin rcsd" <ggradin.rcsd@gmail.com>, "redwaycsd" <redwaycsd@gmail.com>

**Sent:** Wednesday, August 16, 2023 2:27:48 PM **Subject:** Commercial Cannabis Cultivation

Dear RCSD,

Because of one of the topics/agenda items for tonight's RCSD Board meeting. I have attached what was stated by GSD, how they regulate water used for cannabis cultivation within the GSD place of use and what the current river flow level is today in the South Fork Eel at the Miranda gauge.

The GSD Cannabis section I have attached is page 6-10 of this 2022 report: https://www.garbervillesd.org/files/5cf6b2ed2/2022+Water+Source+Capacity+Report FINAL%

5B3125%5D.pdf

Thank you, Ed Voice

# Glenn Gradin

From: Ed Voice <evoice@mchsi.com>

Sent: Wednesday, August 16, 2023 2:33 PM

To: ccox rcsd

Cc: ggradin rcsd; redwaycsd

Subject: Re: Commercial Cannabis Cultivation

Attachments: SF Eel R NR Miranda CA - USGS Water Data for the Nation 8-16-23 1-30pm.pdf

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Thanks again.

Ed Voice

**From:** "Ed Voice" <evoice@mchsi.com> **To:** "ccox rcsd" <ccox.rcsd@gmail.com>

Cc: "ggradin rcsd" <ggradin.rcsd@gmail.com>, "redwaycsd" <redwaycsd@gmail.com>

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report: <a href="https://www.garbervillesd.org/files/5cf6b2ed2/2022+Water+Source+Capacity+Report\_FINAL%583125%5D.pdf">https://www.garbervillesd.org/files/5cf6b2ed2/2022+Water+Source+Capacity+Report\_FINAL%583125%5D.pdf</a>

Thank you, Ed Voice

**Miller Well** is a groundwater source with no pumping system and is not currently operational. The Miller Street well is thirty-two feet deep with a water depth of fifteen feet. The well is 48" in diameter. In March of 2015 the water was tested and is safe for human consumption.

The existing system has adequate production, treatment, and storage capacities for the average peak daily demand. The maximum daily demand is 427,780 gpd recorded during the month of July in 1999. The total storage capacity for the system is approximately 500,000 gallons which is the sum of the four storage tanks in the system. This is sufficient to meet the average dry day water demand. The water treatment facility produces water that meets or exceeds the State regulations for drinking water and the Surface Water Treatment Regulations. The turbidity and residual free chlorine levels comply with the maximum allowable levels. The existing system provides four pressure zones with adequate pressure throughout the District.

## EXCERPTS FROM SWRCB AND CDFG AFFECTING DIVERSION

The District holds a water diversion permit from the State Water Resources Control Board for appropriation of water from the South Fork of the Eel River. The permit is number 20789. This permit allows the District to divert a maximum of 0.595 cubic feet per second (267 gpm) from the river, year-round. The District also has a fixed license that allows the District to divert an additional 0.155 cfs. The total maximum instantaneous diversion allowed is 0.75 cfs (336 gpm). This would equate to a maximum daily diversion of approximately 484,700 gallons and 177 million gallons per year. Both documents were amended as of October 11, 2013, and can be found in Appendix A. In September 2019 the District submitted a Petition for Change in Place of Use to add portions of the Southern Humboldt Community Park property. On June 21, 2022, the SWRCB unanimously approved the Proposed Order on pending petitions of Garberville Sanitary District to change water-right License 3404 and Permit 20789. In addition, GSD executed a Lake and Streambed Alteration Agreement with the California Department of Fish and Game dated June 26, 2012. This document can be found in Appendix B.

## Some specific terms of the License are:

- #5. The water appropriated under this right shall be limited to the quantity which can be beneficially used and shall not exceed 0.155 cubic foot per second by direct diversion to be diverted from January 1 to December 31 of each year. The maximum amount diverted under this right shall not exceed 112.2 acre-feet per year.
- #6. The total quantity of water diverted under this right and the right pursuant to Application 29981 shall not exceed **542.2 acre-feet per year**.
- #7. The maximum simultaneous rate of diversion under this right and the right pursuant to Application 29981shall not exceed 0.75 cubic foot per second.

## Some specific terms of the Permit are:

- #5. The water appropriated under this right shall be limited to the quantity which can be beneficially used and shall not exceed 0.595 cubic foot per second by direct diversion to be diverted from January 1 to December 31 of each year. The maximum amount diverted under this right shall not exceed 430 acre-feet per year.
- #8. Construction work and complete application of the water to the authorized use shall be prosecuted with reasonable diligence and completed by December 31, 1999.

Some of the terms of the DFG Agreement for the diversion are:

2.15 The Permittee shall not divert more than 0.75 cfs or 10% of the streamflow as measured at the USGS Gauge Station No. 11476500 at Miranda.

This Agreement shall expire five years from execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

So, in summary, GSD is allowed to divert at a rate up to **336 GPM** (0.75 cfs) with a maximum of up to 176 million gallons per year (442.2 acre-feet per year) limited to the maximum amount diverted during the 5-year construction period ending December 31, 1999; which was **80 million gallons** in one year.

For assessment of the amount allowable under the SFER diversion, we use these 80 million gallons per year maximum annual diversion at a rate of up to 336 GPM. The new SWTP is capable of treating 350 GPM.

In November 2019 the SWRCB Division of Drinking Water issued a replacement Domestic Water Supply Permit. It is included in Appendix D.

## **DIVERSION TRENDS AND WATER SALES**

To follow are two graphs summarizing the District's water diversions, metered customer sales, and bulk water sales. **Graph 1** depicts the annual diversions from the South Fork of the Eel River as reported to the SWRCB for the license plus the permit from 1977 to 2022. The average from 1977 to 2022 was <u>60,886,329</u> gallons per year. The average over the past 20 years was <u>59,065,728</u>. The average over the past 10 years was <u>57,335,318</u>. This 10-year average continues to be lower each year than the previous year in part because GSD implemented a new rate structure from 2009 - 2014 and again in August 2020 that effectively increased rates, causing the customers to conserve water as much as possible. In addition, the District replaced the leaking Alderpoint Road Tank in 2014/15 and removed the Robertson Tank from service this year. Once the Robertson, Hurlbutt and Wallan storage tanks are replaced, the District will likely see an additional decrease in the annual diversion quantity.

Graph 2 depicts the 2013 - 2022 diversions, metered customer sales, and bulk water sales.

Worth noting on graph 2 is the downward trend of water sold in the past ten years. This year was the lowest amount shown. There are a number of commercial accounts that have decreased their consumption and/or businesses that have closed completely and not been replaced. The District is seeing the effect of these lower useage quantities reflected in the water revenues.

Table 1. Type and Number of Water Customer Accounts

Customer Type	Number of Accounts	
Residential	292	
Commercial	109	
Other (Master, GSD & discontinued)	11	
Irrigation	5	
Multi-family/Mixed Use	42	
Cannabis Cultivation	10	
Vacant/Inactive	3	
Total	472	

# PROJECTS APPROVED AND CONNECTED IN 2022

The following table lists various projects that have been approved by GSD within the last few years and were connected to the system during 2022. It details the type of development and the annual water consumed by those customers in 2022. These consumption amounts are already included in the total water sold and diverted for 2022. These project locations are illustrated in dark blue on Figure 1A and 1B in Attachment 1.

Table 2. Approved Projects that were Connected in 2022

APN	Description	Actual 2022 Water Consumption (Gallon/year)	Conn Fee Paid?	In IS/MND?
032-011-029	Humboldt County Mini-Complex	24,684	N/A	Existing
032-034-001	Remodel kitchen for new restaurant	80,784	N/A	Existing
223-191-005	Ag Meter - A Clary	0	Yes	Existing
223-191-002	Ag meter - Alban	0	Yes	Existing
	Total for Table	105,468		

## **CANNABIS**

In November 2016, California voters approved the Adult Use of Marijuana Act (Proposition 64) to legalize the recreational use of cannabis. As a result of recreational legalization, local governments (city and county) may not prohibit adults from growing, using, or transporting marijuana for personal use. The creation of rules and regulations from Prop 64 have been forthcoming over the past 4 years and continue to be updated at the state and county levels.

The District has been proactive in its efforts to put policies into place. In January 2018, GSD's Board adopted an ordinance for cannabis cultivation as Section 15.9 Commercial Agricultural Water Use. It can be found in Appendix I.

In 2018 the District contacted all the residential accounts that had high water use to determine if cannabis was being cultivated and notifying them that purchasing a second meter for their parcel was necessary. One meter for residential consumption and one meter for the cultivation of cannabis. A number of these customers came in and applied for an agricultural meter. Some no longer cultivate cannabis and some never did, they just have larger lots that are landscaped.

The District has continued to work with property owners to issue will serve letters for properties within the District's Place of Use that desired to obtain an ag meter for the water supply of their commercial cannabis enterprise and to document the approximate area on each parcel being used for cultivation of cannabis.

In June 2020 the District adopted a new rate structure that added a third tier to the residential rates for excessive water users. As of December 31, 2022, the charge per unit for this third tier of water is \$12, in contrast to tier 1 costing \$2.50 and Tier 2 at \$4.50 per unit. When a property owner installs an ag meter, it is a commercial account and is charged under the commercial rates which are \$4.50 per unit for Tier 1 and \$3.75 per unit for Tier 2. There is a significant financial incentive for residential customers irrigating cannabis to obtain an ag meter which allows the District to account for the portion of water within the District is being used for this business.

The following ten APNs have an ag meter issued for them as of **December 31, 2022**: 032-171-027, 223-191-008, 223-171-001,223-171-002, 223-171-003, 222-156-016, 222-156-018, 222-156-019, 223-191-002 and 223-191-005. The water delivered through these meters is tallied separately and reported on the District's annual report for the License and Permit diversions. In calendar year 2022 they were billed for a total of 722,568 gallons, which is approximately 300,000 gallons less than 2021. There was one APN that converted from an ag meter to a standard commercial account - APN 222-156-014. There is one additional APN (222-156-015) that is approved for an ag meter but the meter has not been set because the permit or construction process is incomplete.

The District continues to identify any Tier 3 residential water users that could potentially be cultivating cannabis, and inform the current property owner of the District's policy requiring an ag meter for cannabis. We also respond to any County referrals related to cannabis with the requirement that the property owner obtain the necessary meter for commercial cannabis operations.

# redwaycsd@gmail.com

From: Ed Voice <evoice@mchsi.com>
Sent: Friday, August 18, 2023 6:44 PM

To: ccox rcsd

Cc: redwaycsd; ggradin rcsd

Subject: RCSD allowing Commercial Cannabis Cultivation

## Dear RCSD Board and General MGR,

I wanted to address of couple issues I heard and wanted to comment about from the August 16, 2023 RCSD Board meeting I attended on zoom. This was agenda item 4 a-b, 1911 Barnett Ct, Evergreen Exotics LLC.

The main takeaway I got from this board meeting agenda, was the RCSD Boards denial of using the word "cannabis", or what the board chair called the "C-word". Does the RCSD Board think by only using the word "agriculture" to explain or justify the water use for anything but cannabis, would some how keep RCSD from disclosing the fact RCSD is suppling and delivering water for the direct effect of the cultivation of cannabis?

Let me remind RCSD again, please see your 2022 Water Rights Diversion Report, in the link below, where it states: "Are you using any water diverted under this right for the cultivation of cannabis?"

# https://rms.waterboards.ca.gov/Print\_PER2022.aspx?FORM\_ID=574306

It doesn't say "agriculture", it asks about cannabis!

And the fact that RCSD Board members would elect to allow water being used without having an ordnance that would regulate who, what, why, when and where RCSD water will be used for the cultivation of cannabis is beyond the pale. And, if you don't know it or not, but, how would suppling water for the cultivation of cannabis effect any state and federal funding, grants and financial assistance of future improvement projects for RCSD? You might want to look into that.

Recreational Cannabis is not categorized as a fruit, nuts, vegetables, grains or dairy. And not listed or included as a food group or nutritional value by the USDA. However; Cannabis or Marijuana is a psychoactive drug that generally consists of leaves and flowers of the cannabis sativa plant. Marijuana is a Schedule I controlled substance under the federal Controlled Substances Act (CSA; 21 U.S.C. §801 et seq.).

I don't know of any other "agriculture" products grown and purchased, without showing ID, that can and will place you under arrest for driving under the influence! Some of the RCSD Board member needs to stop gaslighting the pubic and call cannabis what it is, not cover it up with alternatives facts and bury your head in the sand.

In closing; during the end of that agenda item, it was stated by someone, don't know who it was, that the cannabis nursery in Redway is using more water from RCSD than Jefferies would be for his indoor cannabis cultivation at 1911 Barnett Court. What is the name of the cannabis nursery in

Redway, using RCSD water? How long have they been using RCSD water? How come RCSD had never disclosed the use of RCSD water for cannabis cultivation in a nursery before?

Please share these public comments with all RCSD Board members.

Thank you, Ed Voice

# redwaycsd@gmail.com

From: Ed Voice <evoice@mchsi.com>
Sent: Saturday, August 26, 2023 8:32 PM

To: ccox rcsd

Cc: redwaycsd; ggradin rcsd

Subject: Re: RCSD allowing Commercial Cannabis Cultivation

Dear RCSD General Manager and Staff,

In the below email, last paragraph I asked the following questions:

In closing; during the end of that agenda item, it was stated by someone, don't know who it was, that the cannabis nursery in Redway is using more water from RCSD than Jefferies would be for his indoor cannabis cultivation at 1911 Barnett Court. What is the name of the cannabis nursery in Redway, using RCSD water? How long have they been using RCSD water? How come RCSD had never disclosed the use of RCSD water for cannabis cultivation in a nursery before?

I was waiting for an answer(s) to my questions. I have researched a licensed or permitted cannabis nursery in Redway and it does not exist through the County or the State. The closest legally licensed and permitted cannabis nursery to Redway is in Briceland, called <a href="https://www.planthumboldt.com/contact/">https://www.planthumboldt.com/contact/</a>

Can you answer my question about this?

Thank you, Ed Voice

**From:** "Ed Voice" <evoice@mchsi.com> **To:** "ccox rcsd" <ccox.rcsd@gmail.com>

Cc: "redwaycsd" <redwaycsd@gmail.com>, "ggradin rcsd" <ggradin.rcsd@gmail.com>

**Sent:** Friday, August 18, 2023 6:43:51 PM

Subject: RCSD allowing Commercial Cannabis Cultivation

Dear RCSD Board and General MGR,

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The main takeaway I got from this board meeting agenda, was the RCSD Boards denial of using the word "cannabis", or what the board chair called the "C-word". Does the RCSD Board think by only using the word "agriculture" to explain or justify the water use for anything but cannabis, would some

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Please share these public comments with all RCSD Board members.

Thank you, Ed Voice

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Dear R.C.S.D. Board;

Received your letter dated 09/08/23. I appreciate the polite tone of the letter, but in regards to this current issue, it was lacking in substance. As I stated previously, my protest was not based on your exorbitant rate increases, but rather on the board's rate structure that places an undue burden on their low income/fixed income customers (mostly senior citizens). You went on to invite me to attend board meetings to voice my opinions. I know some (if not most) of the board members will recall that I had previously done just that: attended board meetings in the past and commented on your unfair rate tier structure. I found that the board's reactions to my concerns were dismissive and even condescending, and was told: "Our hands are tied because of California State Water Board policies". This, it turns out, was a lie. It turns out that the State Water board has no say in the rate tiers that local water districts implement.

Even the latest hearing on 06/28/23 was more of the same. I got the clear impression that the concerns that were brought up were not really listened to, and that the prevailing attitude coming from the board was "These people just don't understand the challenges we face running this water district". Certainly it is a challenging task, but your customers do have legitimate concerns, and paying your ever increasing monthly charges is incredibly challenging for many of them.

SINCERELO DESSEN

Attention: Cody Cox;

This is a response to your phone message of last week. The message that you left was blatant Coercion, bordering on outright Extortion ("the practice of obtaining something, especially money, through force or threats."). Needless to say, I do not appreciate being threatened by you. It is the tactic of a moral coward, not to mention it being an illegal threat. I made that payment on 08/16/23, and that bill had a due date of 08/25/23, and according to THE WATER SHUTOFF PROTECTION ACT - SB 998 of 2019:

"The most significant change the Act makes is imposing a 60-day waiting period before an urban and community water system can discontinue water service. The Act provides that residential water service cannot be discontinued for non-payment until the account has been delinquent for at least 60 days."

Sixty days from the due date of this bill would be 10/25/23, so your threat is a bit premature, according to State Law. The fact that I have already paid this bill in full on August 16th, in front of a roomful of witnesses, and in a form prescribed by your website is also relevant. Also, my payment was neither delined nor refused at that time.

If you proceed to carry out your threat of shutting off my water, I will find no recourse but to take the following steps:

- 1) File a formal complaint with the C.P.U.C. against R.C.S.D.
- 2) Notify all local news outlets of this outrageous story
- 3) Take R.C.S.D. to court over illegal termination of a vital service. (I have already consulted an attorney on this matter, and was advised that there is no way that I would lose this case) No doubt this would significantly enhance

the reputation of R.C.S.D.

I have been a R.C.S.D. customer since May, 1980 (over 43 years). In all that time I have paid my monthly bill on time, never missing a payment. That amounts to many thousands of dollars that I have paid into your coffers. At this point of my life, I am retired and living on a small, monthly fixed income. I also have cancer. I don't know how long I have left in this life, but you can be sure that I will fight you on this issue until my last breath.

Sincerely, Stephen Jessen

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# Redwood Region Economic Development Commission Report for August 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, half of which we lost in the first few years. Since then we have vastly improved our performance and are self-supporting through revenue received by lending EDA funds and our own our money as well as from partnering on some loans with the Headwaters Fund and Humboldt Area Foundation. 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. Some of our revolving loan funds are closely overseen by the EDA 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 a presentation by Humboldt Family Services Center. They were founded in 1972 to provide affordable counseling services, clinical training and supervised clinical practicum hours for post MA degree requirements. In addition to walk in type clients they also had a many clients referred by the courts for drug diversion, anger management, and (usually divorce related) child or family counseling.

They got into a significant financial bind when a contractor failed to submit prepared paperwork and they lost their 501c3 tax exempt status. They promptly had most contacts suspended. Then Covid hit and court mandated counseling moved on line for which they were not set up. They were also not eligible for a non-profit Covid stimulus check. They did transition to being a tele-health provider ASAP and eventually got a loan from us.

Now they have their 501c3 back as well as a settlement from the incompetent filing contractor. They have restarted their programs except the court ordered things which other telehealth providers have kept and hope to expand into Ketamine assisted therapy.

In RREDC news we gave our ED a 10% raise. While still not in line with the private sector it reflects the enormous growth in our assets over the last few years and how well they have been managed. Our audit is being conducted. We have 1 large loan that is non-performing but still have reason to believe they will catch up.

We had a long discussion about the Community Benefits Alliance/CORE Hub. We had joined over the concerns of some members that we would be asked to sign on to contentious things which our respective boards may not agree with or have time to vet. This month CORE Hub sent our ED a letter to sign in a hurry before we had a meeting. He wisely declined. It was basically a veiled threat to sue the Harbor District for EIR issues unless xyz. Not only was it contentious (especially since the Harbor District RREDC member was the one being threatened (as chair of the Harbor district)) and sprung at the last moment but it was also written by the same "Saaaan Fraaaansiiico" attornies who wrote the contentious Cannabis initiative. I asked if we should put leaving CORE Hub on the next agenda but Gregg felt it was best to have a seat at the table though with clarity that we were not signing on to anything without a lot of lead time and consultation.

Willow creek has been dodging fires and upgrading their wastewater system.

Fortuna has finised their basketball courts in time for hosting the California League of Cities conference.

CR had been all but assured they would get \$20 million in the next budget for student housing but it did not happen and they are looking for public private partnerships. They earned \$250K from their sports auction.

HumboldtCSD is feeling it's age as pipes increasingly break.

Trinidad is doing it's rate study.

Eureka has transferred it's contentious parking lots to a Wyo tribal trust and is reviewing signatures on petitions for an initiative to kill the planned housing projects.

McKCSD is moving along with their new 4.5 million gallon water tank and new water mains. Incorporation discussions are ongoing. Do they represent the rate paying area residents or some larger adjacent community?

Arcata's police chief retires soon.

RCSD had an angry resident pay in pennies at last meeting. Their solar project seems to be moving forward with innovative panel mounts though the project is complicated by PG&E capacity which could be helped by a battery pack. When the RCEA program was conceived (by me) it featured battery storage too.

Humboldt County is in STR revision purgatory. AirBnB sends alerts to all owners to flood public meetings.

Rio Dell is moving forward with rental inspections.

RREDC meets most 4<sup>th</sup> Mondays of the Month at 6:30 pm at Eureka City Hall or by zoom. Go to RREDC.com or call 707-445-9651 for more information. Submitted by Michael McKaskle, RCSD RREDC representative.

September 22, 2023

The Honorable Pete Buttigleg U.S. Secretary of Transportation 1200 New Jersey Ave, SE Washington, DC 20590

Re: Letter of Support for the Humboldt Bay Harbor District's FY2023-2024 MPDG Proposal

# Dear Secretary Buttigleg:

The Humboldt Bay Harbor, Recreation, and Conservation District (District) is seeking to fund Phase 1 of the Humboldt Bay Offshore Wind Heavy Lift Multipurpose Marine Terminal Project (Project), which is estimated to cost approximately \$776,500,000. The Harbor District is seeking to supply a 50% match to that total, compiled of State funding, private funding, and other potential sources. With the 50% match, the District is seeking \$388,250,000 in Federal grant funds from the FY2023-2024 MPDG Mega and INFRA grants.

To date, the State of California has appropriated \$10.45 million to initiate development of the West Coast's first offshore wind marshalling port in Humboldt Bay, California as the hub of the California and West Coast floating offshore wind industry. The Port of Humboldt Bay requires federal assistance from the Multimodal Project Discretionary Grant Opportunity (MPDG) to continue and accelerate progress on this critical climate, clean transportation, renewable energy, and employment initiative.

We are pleased to express support for the Port of Humboldt Bay Harbor, Recreation, and Conservation District's (District) application to the FY2023-2024 MPDG grants for its Redwood Multipurpose Marine Terminal Redevelopment Project.

The Project is located at the Port of Humboldt Bay, which is in a Census-Designated Rural Area that includes both Historically Disadvantaged Communities and Areas of Persistent Poverty.

The District is applying for funds to begin redevelopment of the Redwood Multipurpose Marine Terminal, which is a 180-plus acre vacant industrial site adjacent to the federal navigation channel in Humboldt Bay. The Humboldt Bay Port and the Redwood Marine Terminal (Terminal) site are ideally suited to serve the nascent floating offshore wind industry for the entire West Coast and enable localized manufacturing of critical advanced energy technologies. Whereas other ports are constrained by bridges and channels depths, Humboldt Bay has none of these constraints.

The Project presents a new market and job creation opportunity for the District and the greater Humboldt Bay region. Offshore wind is an emerging energy and transportation market in the U.S., with the California coast poised as the next critical location for offshore wind marshalling ports for the domestic wind industry. As the West Coast's first offshore wind Port and the premier port in California for supporting all aspects of the floating offshore wind industry, this project provides the unique opportunity for the Department of Transportation and the Federal Government to catalyze the decarbonization of the transportation sector and achieve state and

federal floating offshore wind targets. Absent this investment, it is highly likely that the West Coast's floating offshore wind industry will be delayed by more than two years with further cascading impacts due to a lack of available public funding sources capable of supporting projects of this magnitude and critical national significance.

If funded, the Project will significantly accelerate the time to market and increase the competitiveness of the U.S. offshore wind industry by reducing travel costs between manufacturing hub, marshalling port, and offshore wind farm installations on the U.S. West Coast. In addition to reduced travel and operational costs, the Project will have significant employment, safety, workforce development, community, and environmental benefits at the local and regional levels.

While the Terminal is in the earlier stages of design, Project stakeholders are working diligently to establish a balanced ecosystem for enabling the successful development of the terminal, the workforce, and the floating offshore wind industry. This includes collaborating on securing funding to establish Centers of Excellence and new High Roads Training Partnership Programs that provide diversified career paths to local and regional residents, students, members of underserved communities, Tribal governments, and those looking to enter the renewable energy and logistics industries. Similarly, Project stakeholders are heavily engaged with community-based organizations, utilities, regulators, and local businesses to identify pathways to ensuring benefits of this new industry and this project accrue equitably and permanently.

We strongly endorses this multi-phased planning and terminal construction project as an important step in advancing State and Federal strategic goals for offshore wind development and the transition to clean transportation technologies. I urge you to give full and fair consideration to the District's application to the MPDG Mega and INFRA grant programs.

Sincerely,

[SIGNATORY]