

**AGENDA  
REDWAY COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS**

**REGULAR BUSINESS MEETING**

**Location:** RCSD Business Office; 1150 Evergreen Rd. #2 and Teleconference

**Date:** February 21, 2024

**Time:** 5:30 P.M.

**Posted:** February 16, 2024

**I. CALL TO ORDER: By G.M.**

- A. Letter of Resignation: Dian Griffith
- B. Election of Officers.

**II. ROLL CALL:**

\_\_\_ Dian Griffith Chairwoman  
\_\_\_ Arthur M<sup>c</sup>Clure

\_\_\_ Linda Sutton  
\_\_\_ Michael McKaskle

\_\_\_ Marie Etherton

**III. LAND ACKNOWLEDGEMENT:**

**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.**

**IV. APPROVAL OF THE AGENDA:**

**V. OPEN SESSION DISCLOSURE OF CLOSED SESSION:**

**VI. CLOSED SESSION:**

- A. Personnel:

**VII. RETURN TO OPEN SESSION; DISCLOSURE OF CLOSED SESSION:**

**VIII. REPORT FROM CHAIRMAN OF THE BOARD:**

**IX. PUBLIC COMMENT:**

An opportunity for any member of the public to address the Board of Directors on any matter not on the Agenda but which is within the jurisdiction of the Board. The Board may limit time allowed for each speaker. An item may be discussed by the Board but no action will take place during this portion of the agenda as this would constitute an illegal act of the Board.

**X. PREVIOUS MINUTES:**

- 1. Consider Approval of the Minutes of the Board of Directors January 17, 2024 Regular Business Meeting minutes.
- 2. Consider Approval of the Minutes of the Board of Directors February 02, 2024 Special Business Meeting minutes.

**XI. CONSENT CALENDAR:**

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

- 1. Financial Report: Review of the January 2024 Financial Reports.
- 2. General Manager's Report: Review of the January 2024 General Manager's Report.
- 3. Office Manager's Report: Review of the January 2024 Office Manager's Report.
- 4. Operation Manager's Report: Review of the January 2024 Operation Manager's Report.
- 5. Production Report: Review of the January 2024 Production Report.
- 6. Safety Report: Review of the January 2024 Safety Reports.

**XII. ACTION / DISCUSSION ITEMS; CONTINUED AND NEW ITEMS:**

- 1. **Updating Water Ordinance.** GM REPORT PG. 39  
*ACTION REQUIRED: Discussion / Report / Action*
- 2. **District Policies; Board Policy.**  
*ACTION REQUIRED: Discussion / Report / Action*
- 3. **New Connections;**
  - a) *Accessory Dwelling Unit Law; Ad-Hoc Committee Report*
  - b) *Property Amnesty Letter*
  - c) *New Connections Waiting List*
  - d) *Houses Not Connect to Collection System**ACTION REQUIRED: Discussion / Report / Action*
- 4. **Ad-Hoc Committee Report;.**
  - a) *Executive*
  - b) *Ordinance**ACTION REQUIRED: Discussion / Report / Action.*
- 5. **Inspection**  
*ACTION REQUIRED: Discussion / Report / Action*
- 6. **Installation of Additional Wells**  
*ACTION REQUIRED: Discussion / Report / Action*
- 7. **Grants:** GM REPORT PG. 39
  - a) *Emergency Water Storage.*
  - b) *Wastewater Improvements Project.**ACTION REQUIRED: Discussion / Report*
- 8. **Zone Reclassification from Major Business to "Q Zone" (Qualified Zone)**  
*At Evergreen Business Park.* GM REPORT PG. 39 & PG. 89

*ACTION REQUIRED: Discussion / Report / Action*

**XIII. CORRESPONDENCE:**

**XIII. BOARD MEMBER / STAFF / COMMITTEE REPORTS:**

- A. DIRECTORS' REPORT
- B. RREDC

**XIV. COMMENTS FROM MEMBERS OF THE BOARD:**

**XV. MEDIA COMMUNICATION:**

**XVI. ADVANCED AGENDA:**

Further items may be placed by the Board Members for the March 2024 Regular Business Meeting of the Board of Directors under this item of business. No Action

**XVII. 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](tel:7079233101). 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).

**Page Left Intentionally Blank**

REDWAY COMMUNITY SERVICES DISTRICT  
MINUTES OF THE REGULAR BUSINESS MEETING

January 17, 2024

CALL TO ORDER:

Vice-Chairman Griffith called the January 17, 2024 Regular 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: Vice-Chairman Griffith, Linda Sutton, Marie Etherton and Michael McKaskle.

Directors Absent: Arthur M<sup>c</sup>Clure.

Staff Present:

Cody Cox, General Manager / Operations Manager.

Glenn Gradin, Office Manager (5:39 P.M. Arrival).

Nancy Jurrens, Secretary to the Board.

LAND ACKNOWLEDGEMENT:

Marie Etherton read the District's 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.

The word Sinkyone should have been Sinkyokok and will be corrected.

APPROVAL OF THE AGENDA:

Following review of the January 17, 2024 Agenda, Michael McKaskle motioned to approve the January 17, 2024 Regular Business Meeting agenda as presented. Linda Sutton seconded the motion. Vice- Chairman Griffith called for a roll call vote. Michael McKaskle, Yea, Linda Sutton, Yea, Maire Etherton, Yea, Dian Griffith, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

OPEN SESSION DISCLOSURE OF CLOSED SESSION:

Vice-Chairman Griffith recessed the Regular Business Meeting into Closed Session at 5:34 P.M. for the purpose of Personnel.

CLOSED SESSION:

A. Personnel: The Board received information regarding personnel.

RETURN TO OPEN SESSION; DISCLOSURE OF CLOSED SESSION.

Vice-Chairman Griffith adjourned the Closed Session at 5:38 P.M. and returned to the Regular Business Meeting. Vice Chairman announced that Closed Session was informational only and that no action was taken.

REPORT FROM CHAIRMAN OF THE BOARD:

Vice-Chairman Griffith commented on how she is impressed by the accomplishment of the Board and the entire District's staff.

PUBLIC COMMENT:

1. No Public Comment was addressed to the Board.

PREVIOUS MINUTES:

1. Review and Action on December 20, 2023 Regular Business Meeting Minutes: Following review of the December 20, 2023 Regular Business Meeting Minutes, Michael McKaskle asked that the addition of the following be included in Action / Discussion Items, Action Discussion Items 2. Updating Wastewater Ordinance; Resolution: The Board should strive for maximum transparency from Zoom Meetings. Michael McKaskle moved to accept the December 20, 2023 Regular Business Meeting Minutes as amended. Linda Sutton seconded the motion. Vice-Chairman Griffith called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Abstaining, Dian Griffith, Yea. The motion was carried by a voice vote of three Yeas, zero Nays and one abstention.

CONSENT CALENDAR:

1. Financial Report: The Board reviewed the December 2023 Financial Reports. Glenn Gradin informed the Board that the WSLF fund will be current in July 2024. Because of the lack of funds due to the amount of past due accounts, the Water and Wastewater SEF accounts have yet to be brought up to date.
2. General Manager's Report: The Board reviewed the December 2023 General Manager's Report.
3. Office Manager's Report: The Board reviewed the December 2023 Office Manager's Report.
4. Operation Manager's Report: The Board reviewed the December 2023 Operation Manager's Report.
5. Production Report: The Board reviewed the December 2023 Production Reports.
6. Safety Report: The Board reviewed the December 2023 Safety Report.

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

ACTION / DISCUSSION ITEMS:

1. Election of Officers: Michael McKaskle moved to open nominations for Chairman of the Redway Community Services District Board of Directors. Marie Etherton seconded the motion. Vice-Chairman Griffith called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays. Linda Sutton nominated Dian Griffith to serve as Chairman of the Redway Community Services District Board of Directors. Michael McKaskle seconded the nomination. Michael McKaskle moved to close nominations for Chairman of the Redway Community Services District Board of Directors. Linda Sutton seconded the motion. Vice-Chairman Griffith called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith, Yea. The motion carried by a roll call vote of four Yeas and zero Nays. Dian Griffith was elected Chairman of the Redway Community Services District Board of Directors by unanimous vote. Linda Sutton moved to open nominations for Vice-Chairman of the Redway Community Services District. Michael McKaskle seconded the motion. Linda Sutton nominated Arthur McClure to serve as Vice-Chairman of the Redway Community Services District Board of Directors. Michael McKaskle nominated Marie Etherton to serve as Vice-Chairman of the Redway Community Services District Board of Directors. Maire Etherton declined the nomination. Maire Etherton nominated Michael McKaskle to serve as Vice-Chairman of the Redway Community Services District Board of Directors. Michael McKaskle moved to close nominations for Vice-Chairman of the Redway Community Services District Board of Directors. Linda Sutton seconded the motion. Vice-Chairman Griffith called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays. Vice-Chairman called for a vote for Arthur McClure to serve as Vice-Chairman of the Redway Community Services District Board of Directors. Linda Sutton, Yea, Michael McKaskle, Nay, Marie Etherton, Nay, Dian Griffith, Yea. Vice-Chairman Griffith call for a vote for Michael McKaskle to serve as Vice-Chairman of the Redway Community Services District Board of Directors. Linda Sutton, Nay, Michael McKaskle, Yea, Marie Etherton, Yea, Dian Griffith, Nay. As there was a tie vote, Michael McKaskle moved to reopen nominations. The motion died with a lack of a second. Linda Sutton moved to postpone electing a vice-chairman until there is a full board. Maire Etherton seconded the motion. Vice-Chairman Griffith called for roll call vote. Linda Sutton, Yea, Maire Etherton, Yea, Dian Griffith, Yea, Michael McKaskle, abstain. The motion was carried with a roll call vote of three Yeas and one abstention.
2. Updating Water Ordinance: The 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 Wastewater Ordinance: Wastewater Ordinance # 6 will take effect on January 17, 2024.
  - a) Certification of the Wastewater Ordinance # 6: Cody Cox informed the Board that the Certification of the Wastewater Ordinance # 6 has been completed.
4. District Policies; Board Policy: No new information was available for review by the Board.
5. New Connections:
  - a. Accessory Dwelling Unit Law: No new information was submitted to the Board for review.
  - b. Property Amnesty Letter: The property amnesty letter will be sent to the District's legal counsel for his opinion.
  - c. New Connections Waiting List: Glenn Gradin informed the Board that the District has received one application for a new connection.
  - d. Houses not Connected to Collection System: Cody Cox reported that the district's field staff is continuing to check for residential sewer laterals.
6. Ad-Hoc Committee Reports; Executive and Ordinance: No new information was available for review by the Board.

7. Solar Project: No new information was available for review by the Board. The Solar Project will be postponed until further notice.
8. Inspection of Water Use Agreement in Meadows Business Park: No new information was available for review by the Board.
9. LAFCo MSR Review: The Board continued discussion regarding the editing of the LAFCo MSR Review. Linda Sutton requested documents relating to the LAFCo MSR review.
10. Installation of Additional Wells: The board discussed the planning well system which would determine where the additional wells would be located.
11. Grants:
  - a) Emergency Water Storage: No new information was available for review by the Board.
  - b) Wastewater Improvements Project: Cody Cox informed the Board that the District continues to have no response from PG&E.

CORRESPONDENCE:

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

BOARD MEMBER / STAFF REPORTS:

1. Director's Reports:

A. Michael McKaskle.

1. RREDC: No RREDC report was submitted by Michael McKaskle for review by the Board.

COMMENTS FROM MEMBERS OF THE BOARD:

1. Members of the Board had no comments.

MEDIA COMMUNICATIONS:

No Media Communications will be prepared for the local media.

ADVANCED AGENDA:

No new Action /Discussion Items will be placed on the February 2024 agenda.

ADJOURNMENT:

Michael McKaskle moved to adjourn the January 17, 2024 Regular Business Meeting of the Redway Community Services District Board of Directors at 6:59 P.M. Maire Etherton seconded the motion. Vice-Chairman Griffith called for a roll call vote. Linda Sutton, Yea, Michael McKaskle, Yea, Marie Etherton, Dian Griffith, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

Respectfully Submitted,

Nancy Jurens,  
Secretary to the Board



REDWAY COMMUNITY SERVICES DISTRICT  
MINUTES OF THE SPECIAL BUSINESS MEETING

February 02, 2024

CALL TO ORDER

Chairwoman Griffith called the February 02 2024 Special Business Meeting of the Redway Community Services District Board of Directors, to order at 11:02 A.M. in the RCSD Business Office.

ROLL CALL:

Directors Present: Chairwoman, Dian Griffith attended the Special Business Meeting by telephone. A copy of the agenda was posted at her location as required by the Brown Act. Arthur McClure, Linda Sutton and Michael McKaskle were at the Redway Community Services District business office.

Director Absent : Marie Etherton

Staff Present: Cody Cox, General Manager / Operations 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: Glenn Gradin, Office Manager.

LAND ACKNOWLEDGEMENT:

Reading of the Land Acknowledgement was waived by the Board.

APPROVAL OF THE AGENDA:

Michael McKaskle moved to accept the February 02, 2024 Special Business Meeting agenda as presented. Linda Sutton seconded the motion. Chairwoman Griffith called for a roll call vote. Linda Sutton, Yea, Dian Griffith, Yea, Michael McKaskle, Yea, Arthur M'Clure, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

OPEN SESSION DISCLOSURE OF CLOSED SESSION:

Chairwoman Griffith recessed the Regular Business Meeting into Closed Session at 11: 03 A.M. for the purpose of Personnel; Employee

CLOSED SESSION:

A. Personnel; Employee The Board received information regarding Employee; Personnel.

RETURN TO OPEN SESSION; DISCLOSURE OF CLOSED SESSION.

Chairwoman Griffith adjourned the Closed Session at 11:10 A.M. and returned to the Regular Business Meeting. Chairwoman Griffith announced that Closed Session was informational only and that no action was taken.

PUBLIC COMMENT:

No Public Comment was addressed to the Board.

ACTION / DISCUSSION ITEMS:

1. Purchase of Two Vehicles: Cody Cox informed the Board that two (2) of the Districts' vehicles are inoperable and requested that the Board approve the purchase of two (2)  $\frac{3}{4}$  ton 4x4 utility trucks from GSA Auction at a cost of approximately fifty thousand dollars (\$50,000.00). The funds will be taken from the Systems Expansion Fee Water account. Following discussion, Arthur McClure moved to approve the purchase of two (2)  $\frac{3}{4}$  ton 4x4 utility trucks at a cost not to exceed fifty thousand dollars (\$50,000.00) with the addition of the following two friendly amendments. That Cody Cox use due diligence when purchasing the vehicles and that the Board leaves purchasing the vehicles up to Mr. Cox's discretion. Michael McKaskle seconded the motion. Chairwoman Griffith called for a roll call vote. Michael McKaskle, Yea, Linda Sutton, Yea, Arthur McClure, Yea, Dian Griffith, Yea. The motion was carried by roll call vote of four Yeas and zero Nays.
2. Redway Carwash; PSA: Cody Cox submitted a copy of a public service announcement that was sent to Redheaded Blackbelt and KMUD Radio. The PSA addressed the issue of Inflow and Infiltration into the Districts collection system at the Redway Car Wash from the uncovered outdoor wash bay during high rain occurrences. As of the Special Business Meeting date, the Public Service Announcement had not been published or announced.

CORRESPONDENCE

The Board discussed which type of correspondence should be placed into the monthly Business Meeting Board Packets.

ADJOURNMENT

Arthur McClure moved to adjourn the February 02, 2024 Special Business Meeting at 11:52 A.M. Linda Sutton seconded the motion. Chairwoman Griffith called for a roll call vote. Linda Sutton, Yea, Dian Griffith, Yea, Michael McKaskle, Yea, Arthur McClure, Yea. The motion was carried by a roll call vote of four Yeas and zero Nays.

Respectfully Submitted,

Nancy Jurens,  
Secretary to the Board

Redway Community Services District  
Monthly Financial Statement to JANUARY 31st, 2024

<b>Primary Checking Account</b>	<b>Previous Balance =</b>	<b>\$42,328.49</b>	<b>As of December 31st, 2024</b>
Revenues			
1 Customer Revenues Collected per QuickBooks		\$115,205.34	
2 Customer Deposits		\$0.00	
3 Del Oro - Cloro		\$0.00	
4 Rivercrest Mutual Water Testing		\$172.00	
5 Credit Card Rebate check		\$280.53	
6 Direct Deposit, Deposit Refusal		\$0.00	
7 Backflow Devise 10 Whitmore		\$0.00	
8 NEW CONNECTION		\$880.00	
9 State reimb. grant to Op. then paynig down GHD		\$0.00	
10 Transfer from new connections to Operations		\$0.00	
11 Transfer from savings to Operations		\$13,618.19	
12 Transfer from savings to Operations		\$0.00	
<b>Total Income (reconciled bank deposits)</b>		<b>\$130,156.06</b>	
<b>Total Withdrawals (reconciled withdrawals)</b>		<b>\$120,610.49</b>	
<b>Quick Books Balance - Primary Checking Account</b>		<b>\$51,874.06</b>	<b>As of January 31st 2023</b>

<b>UBmax Income: Payments Received</b>	
Water payments - w/ late, reconnect fees, adjustments and deposits	\$40,669.78
Sewer Payments	\$53,977.91
SEF Water fees paid	\$7,623.97
SEF Sewer fees paid	\$8,231.19
Water Syst. Loan Fund	\$6,509.34
<b>Total Payments Received</b>	<b>\$117,012.19</b>
<b>Other Income</b>	<b>\$14,950.72</b>
<b>Net Total Income</b>	<b>\$131,962.91</b>

<b>Billing for Sales of Water &amp; Sewer Services</b>					
Date: This Year	December-23		Date: Prior Year	December-22	
	WATER	SEWER		WATER	SEWER
WSLF	\$6,627.46		WSLF	\$6,607.62	
Residential	\$28,412.16	\$35,828.94	Residential	\$25,292.14	\$26,148.03
Commercial	\$8,015.98	\$15,948.15	Commercial	\$5,887.34	\$8,797.00
Sub total W&S only	\$43,055.60	\$51,777.09	Sub total W&S only	\$37,787.10	\$34,945.03
SEF	\$7,807.01	\$7,924.35	SEF	\$7,783.67	\$7,941.85
Sub total	\$50,862.61	\$59,701.44	Sub total	\$45,570.77	\$42,886.88
Reconnect fees	\$0.00		Reconnect fees	\$110.00	
Late Fees	\$2,208.00		Late Fees	\$2,268.00	
Adjustments	-\$169.67		Adjustments	-\$430.13	
<b>Total Sales/Use</b>	<b>Dec-23</b>	<b>\$112,602.38</b>	<b>Total Sales/Use</b>	<b>Dec-22</b>	<b>\$90,405.52</b>

Redway Community Services District  
Balance Sheet - Collapsed w/ Prior Year  
As of January 31, 2024

	Jan 31, 24	Jan 31, 23
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
1004 · Cash in Bank CCUSH - 71	21,639.11	22,672.40
1010 · CCUSH - Business Savings -00	25.01	25.01
1015 · CCUSH - Connection Fees -52	313.13	50,068.32
1020 · CCUSH - Meadows Deposits - 51	16,073.79	16,057.75
1050 · Petty Cash	70.13	70.13
<b>Cash in County - Water</b>		
1100 · #2546 SRF Water Proj Loan Fund	258,300.89	235,441.13
1105 · #2547 SRF Payment Reserve F...	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	63,434.01	50,682.38
1125 · #2555 SEF - Water	193,649.29	301,581.80
1130 · #2557 T & D Rehab Proj. Fund	25,530.22	25,469.94
<b>Total Cash in County - Water</b>	<b>647,996.40</b>	<b>720,004.42</b>
<b>Cash in County - Sewer</b>		
1135 · #2551 Tax Revenue -Sewer	27,738.86	49,028.61
1140 · #2554 RCSD RECD Grant Sewer	853.75	851.73
1145 · #2556 SEF - Sewer	15,805.38	5,457.57
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
<b>Total Cash in County - Sewer</b>	<b>100,933.71</b>	<b>111,740.41</b>
<b>Total Checking/Savings</b>	<b>787,051.28</b>	<b>920,638.44</b>
<b>Other Current Assets</b>		
Prepaid Expenses	3,000.00	3,000.00
Employee Advance	900.00	400.00
Prepaid Rent	700.00	700.00
<b>1300 · Accounts Receivable</b>		
1301 · Allowance for Doubtful Accounts	-4,500.00	-4,500.00
1300 · Accounts Receivable - Other	238,895.38	175,408.77
<b>Total 1300 · Accounts Receivable</b>	<b>234,395.38</b>	<b>170,908.77</b>
1400 · Other Receivables	-280.53	0.00
1500 · Grants Receivable	0.00	168,338.00
1600 · Inventory - Water	15,820.61	15,820.61
1650 · Inventory - Sewer	1,742.98	1,742.98
<b>Total Other Current Assets</b>	<b>256,278.44</b>	<b>360,910.36</b>
<b>Total Current Assets</b>	<b>1,043,329.72</b>	<b>1,281,548.80</b>

Redway Community Services District  
Balance Sheet - Collapsed w/ Prior Year  
As of January 31, 2024

	Jan 31, 24	Jan 31, 23
<b>Fixed Assets</b>		
<b>Fixed Assets - Water</b>		
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
Fixed Assets - Water - Other	13,000.00	0.00
<b>Total Fixed Assets - Water</b>	5,349,954.70	5,336,954.70
<b>Fixed Assets - Sewer</b>		
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	532,811.36	321,495.21
<b>Total Fixed Assets - Sewer</b>	6,292,984.30	6,081,668.15
<b>Accumulated Depreciation-Water</b>	-2,932,386.08	-2,827,450.07
<b>Accumulated Depreciation-Sewer</b>	-3,887,729.80	-3,743,608.49
<b>Total Fixed Assets</b>	4,822,823.12	4,847,564.29
<b>Other Assets</b>		
1900 · COP Issuance Costs	13,510.25	14,165.60
<b>Total Other Assets</b>	13,510.25	14,165.60
<b>TOTAL ASSETS</b>	<b>5,879,663.09</b>	<b>6,143,278.69</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Accounts Payable</b>		
2000 · Accounts Payable	78,711.67	230,929.30
<b>Total Accounts Payable</b>	78,711.67	230,929.30

Redway Community Services District  
**Balance Sheet - Collapsed w/ Prior Year**  
As of January 31, 2024

	Jan 31, 24	Jan 31, 23
<b>Other Current Liabilities</b>		
2111 - Direct Deposit Liabilities	-5,258.49	0.00
2115 - Accrued 457b - Employer	-1,066.05	0.00
2120 - Accrued 457b - Employee	-741.73	0.00
2025 - Gym Memberships	60.00	0.00
2100 - Accrued FWH/FICA	-4,984.56	0.00
2105 - Accrued SWH/SDI	-668.43	0.00
2110 - Accrued SUI/ETT	714.76	950.98
2125 - Accrued Vacation	14,996.75	14,996.75
2200 - Interest Payable	-1,899.35	0.00
2300 - Customer Deposits	14,550.00	14,750.00
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
24000 - Payroll Liabilities		
Garnishments	-1,177.22	0.00
<b>Total 24000 - Payroll Liabilities</b>	-1,177.22	0.00
<b>Current Portion of Long-Term De</b>	90,568.90	89,085.57
<b>Total Other Current Liabilities</b>	120,954.58	135,643.30
<b>Total Current Liabilities</b>	199,666.25	366,572.60
<b>Long Term Liabilities</b>		
2500 - Loan Payable - SRF Loan	803,250.00	841,500.00
2600 - Loan Payable - 95 WW Project	477,000.00	506,500.00
2700 - Loan Payable - Davis Grunsky	35,014.18	55,544.54
2800 - Interest Payable - Deferred	7,990.80	7,990.80
Less Current Portion of LTD	-90,568.90	-89,085.57
<b>Total Long Term Liabilities</b>	1,232,686.08	1,322,449.77
<b>Total Liabilities</b>	1,432,352.33	1,689,022.37
<b>Equity</b>		
<b>Water Equity</b>		
3050 - Retained Earnings - Water	2,139,314.22	2,139,314.22
3100 - Debt Reserve - Water	378,852.30	378,852.30
3200 - Contributed Capital - Water		
3250 - Less Accumulated Amortization	-150,001.65	-150,001.65
3200 - Contributed Capital - Water - Ot...	409,340.77	409,340.77
<b>Total 3200 - Contributed Capital - Water</b>	259,339.12	259,339.12
<b>Total Water Equity</b>	2,777,505.64	2,777,505.64
<b>Sewer Equity</b>		
3000 - Retained Earnings - Sewer	-959,512.35	-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
<b>Total 3300 - Contributed Capital - Sewer</b>	2,804,460.40	2,804,460.40
<b>Total Sewer Equity</b>	1,895,068.77	1,726,730.77

Redway Community Services District  
**Balance Sheet - Collapsed w/ Prior Year**  
As of January 31, 2024

	Jan 31, 24	Jan 31, 23
32000 - Retained Earnings	-254,453.62	168,338.00
Net Income	29,189.97	-218,318.09
Total Equity	4,447,310.76	4,454,256.32
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,879,663.09</b>	<b>6,143,278.69</b>

**Page Left Intentionally Blank**



Redway Community Services District  
**Profit & Loss**  
January 2024

	Sewer	Water	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Water Charges</b>			
4100 - Residential	0.00	28,242.49	28,242.49
4150 - Commercial	0.00	8,015.98	8,015.98
<b>Total Water Charges</b>	0.00	36,258.47	36,258.47
<b>Sewer Charges</b>			
4200 - Residential	35,828.94	0.00	35,828.94
4250 - Commercial	15,948.15	0.00	15,948.15
<b>Total Sewer Charges</b>	51,777.09	0.00	51,777.09
4440 - Application Fees	0.00	880.00	880.00
4500 - Late Charges	0.00	2,208.00	2,208.00
4600 - Other Operating Revenue	0.00	172.00	172.00
7200 - Interest Income	0.00	1.40	1.40
<b>Total Income</b>	51,777.09	39,519.87	91,296.96
<b>Gross Profit</b>	51,777.09	39,519.87	91,296.96
<b>Expense</b>			
<b>Administrative &amp; General</b>			
5000 - Advertising	105.37	105.38	210.75
5015 - Bank Charges	0.00	101.75	101.75
5020 - Dues & Memberships	0.00	744.00	744.00
<b>Insurance</b>			
5040 - Employee Health Insurance			
Employee Portion Health	-1,555.85	-1,555.85	-3,111.70
5040 - Employee Health Insurance - Other	6,473.09	6,473.09	12,946.18
<b>Total 5040 - Employee Health Insurance</b>	4,917.24	4,917.24	9,834.48
5041 - Employee Life Insurance			
Employee Portion Life	-296.80	-296.80	-593.60
5041 - Employee Life Insurance - Other	461.28	461.28	922.56
<b>Total 5041 - Employee Life Insurance</b>	164.48	164.48	328.96
<b>Total Insurance</b>	5,081.72	5,081.72	10,163.44
5075 - Mileage/Travel	150.25	150.25	300.50

**Redway Community Services District**  
**Profit & Loss**  
January 2024

	Sewer	Water	TOTAL
<b>Office Expense</b>			
5060 · Computers & Software Expense	345.42	345.42	690.84
5062 · Finance Charges	189.13	19.32	208.45
5081 · Office Expense	1,953.46	1,953.46	3,906.92
5105 · Postage	129.03	129.03	258.06
5106 · Rent	350.00	350.00	700.00
5130 · Office Supplies	0.00	165.93	165.93
5135 · Telephone-all phones	420.51	524.31	944.82
5145 · Utilities-pg&e & blue star only	66.12	66.12	132.24
<b>Total Office Expense</b>	3,453.67	3,553.59	7,007.26
<b>5100 · Payroll Taxes</b>	2,235.19	2,385.41	4,620.60
<b>Professional Fees</b>			
5111 · Accounting	1,153.44	1,153.46	2,306.90
5112 · Director Fees	275.00	275.00	550.00
5113 · Legal Fees	752.00	352.50	1,104.50
<b>Total Professional Fees</b>	2,180.44	1,780.96	3,961.40
<b>5125 · Retirement</b>	1,203.76	1,203.77	2,407.53
<b>5150 · Wages</b>	13,275.96	13,267.08	26,543.04
<b>Total Administrative &amp; General</b>	27,686.36	28,373.91	56,060.27
<b>Water Treatment</b>			
5210 · Supplies-water treatment	1,737.00	396.49	2,133.49
5215 · Utilities	0.00	8,534.49	8,534.49
5220 · Wages	0.00	7,254.90	7,254.90
5240 · Truck expenses	0.00	391.33	391.33
<b>Total Water Treatment</b>	1,737.00	16,577.21	18,314.21
<b>Water Trans &amp; Distribution</b>			
5305 · Repairs & Maintenance	0.00	2,253.88	2,253.88
5310 · Supplies	0.00	134.09	134.09
5315 · Utilities	0.00	202.58	202.58
5320 · Wages	0.00	6,149.95	6,149.95
<b>Total Water Trans &amp; Distribution</b>	0.00	8,740.50	8,740.50

Redway Community Services District  
**Profit & Loss**  
January 2024

	Sewer	Water	TOTAL
<b>Sewer Treatment</b>			
5405 · Repairs & Maintenance	2,167.08	0.00	2,167.08
5410 · Supplies-sewer treatment	6.00	18.30	24.30
5415 · Utilities	2,850.46	0.00	2,850.46
5420 · Wages	7,279.69	0.00	7,279.69
5440 · Truck Expenses	287.34	0.00	287.34
<b>Total Sewer Treatment</b>	12,590.57	18.30	12,608.87
<b>Sewer Collection</b>			
5505 · Repairs & Maintenance	1,893.52	0.00	1,893.52
5515 · Utilities	2,740.39	0.00	2,740.39
5520 · Wages	4,091.07	0.00	4,091.07
<b>Total Sewer Collection</b>	8,724.98	0.00	8,724.98
8100 · Interest Expense	0.00	2,988.90	2,988.90
<b>Total Expense</b>	50,738.91	56,698.82	107,437.73
<b>Net Ordinary Income</b>	1,038.18	-17,178.95	-16,140.77
<b>Other Income/Expense</b>			
<b>Other Income</b>			
5905 · SEF Fees - Water	0.00	7,807.01	7,807.01
5900 · SEF Fees - Sewer	7,924.35	0.00	7,924.35
4400 · SRF Fees	0.00	6,627.46	6,627.46
<b>Total Other Income</b>	7,924.35	14,434.47	22,358.82
<b>Net Other Income</b>	7,924.35	14,434.47	22,358.82
<b>Net Income</b>	<b>8,962.53</b>	<b>-2,744.48</b>	<b>6,218.05</b>

**Page Left Intentionally Blank**

Redway Community Services District  
Checking Account Activity  
As of January 31, 2024

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
1004 - Cash in Bank CCUSH - 71								17,008.94
	Liability Check	01/02/2024	E-pay	United States Treasury	94-1634964 QB Tracking # -40975102		4,923.88	12,085.06
	Liability Check	01/02/2024	EFT	Employment Development Department-8(	800-3247-7		390.67	11,694.39
	Liability Check	01/02/2024	EFT	Employment Development Department-8(	800-3247-7		218.49	11,475.90
	Deposit	01/02/2024			ALL PAID	1,402.98		12,878.88
	Deposit	01/02/2024			ALL PAID	500.00		13,378.88
	Liability Check	01/03/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/02/2024		5,102.83	8,276.05
	Liability Check	01/03/2024	E-pay	United States Treasury	94-1634964 QB Tracking # 68476898		636.98	7,639.07
	Liability Check	01/03/2024	EFT	Employment Development Department-8(	800-3247-7		31.60	7,607.47
	Liability Check	01/03/2024	EFT	Employment Development Department-8(	800-3247-7		34.22	7,573.25
	Check	01/03/2024	14591	Esget, Douglas R	Mileage 11-7-23_12-11-23		176.98	7,396.27
	Check	01/03/2024	14592	Cherubini, Dru A	Mileage 12-28-23		32.56	7,363.71
	Check	01/03/2024	14593	gWorks	UBSync Subscription 11-23 thru 10-24		505.00	6,858.71
	Deposit	01/03/2024			ALL PAID	200.00		7,058.71
	Paycheck	01/04/2024	DD1347	Chaille, Calvin C	Direct Deposit	0.00		7,058.71
	Paycheck	01/04/2024	DD1348	Cherubini, Dru A	Direct Deposit	0.00		7,058.71
	Paycheck	01/04/2024	14583	Cox, Cody R.			1,914.89	5,143.82
	Paycheck	01/04/2024	14584	Esget, Douglas R			1,944.53	3,199.29
	Paycheck	01/04/2024	DD1349	Gradin, Glenn A	Direct Deposit	0.00		3,199.29
	Paycheck	01/04/2024	14585	Moore, Eric S			1,574.46	1,624.83
	Paycheck	01/04/2024	14586	Moore, Marshall C			1,368.64	256.19
	Paycheck	01/04/2024	14587	Sawboh, Andrew D			1,108.30	-852.11
	Paycheck	01/04/2024	14588	Cox, Cody R.			2,646.19	-3,498.30
	Check	01/04/2024	14589	Postmaster Redway	DEC 2023 Billing		258.06	-3,756.36
	Liability Check	01/04/2024	14590	Variable Annuity Life Ins. Co.			1,961.59	-5,717.95
	Deposit	01/04/2024			ALL PAID	225.00		-5,492.95
	Deposit	01/04/2024			Deposit	8,683.25		3,190.30
	Bill Pmt -Check	01/04/2024	14594	Blue Star	Office 05-1016979		302.98	2,887.32
	Bill Pmt -Check	01/04/2024	14595	Bob Downing Electric	INV#656 wiring PUMP - azalea		800.01	2,087.31
	Bill Pmt -Check	01/04/2024	14596	California Rural Water Association	Membership Dues Jan 2024-Jan 2025		744.00	1,343.31
	Bill Pmt -Check	01/04/2024	14597	colonial Life	E5494117 Invoice for December, 7, 21 2023		888.90	454.41
	Bill Pmt -Check	01/04/2024	14598	Fed Ex	Sabre Back flow Device check up		59.62	394.79
	Bill Pmt -Check	01/04/2024	14599	Humboldt County Sheriff's Office	Attention: Alarm Permitting- 1150 evergreen		25.00	369.79
	Deposit	01/04/2024			Deposit	2,441.21		2,811.00
	Deposit	01/05/2024			ALL PAID	765.79		3,576.79
	Bill Pmt -Check	01/08/2024	14600	NTU Technologies	INV# 12610 propak 9800 - Water Plant		2,028.00	1,548.79
	Bill Pmt -Check	01/08/2024	14601	The Independent	INV#7038, 7029 ww ordinance Legal Notice 12-26, 12-05, 12-1		210.75	1,338.04
	Bill Pmt -Check	01/08/2024	14602	USA Bluebook	917867		1,249.62	88.42
	Bill Pmt -Check	01/08/2024	14603	Fed Ex	seepex pump		228.92	-140.50
	Bill Pmt -Check	01/08/2024	14604	Industrial Service & Supply Inc	INV# 03994		6,275.36	-6,415.86
	Bill Pmt -Check	01/08/2024	14605	six rivers portable toilets	INV#173795		171.76	-6,587.62
	Bill Pmt -Check	01/08/2024	14606	Wave	058755101-0010543		185.84	-6,773.46
	Deposit	01/08/2024			ALL PAID	445.53		-6,327.93
	Deposit	01/08/2024			ALL PAID	626.84		-5,701.09
	Bill Pmt -Check	01/08/2024	14612	Blue Star	tank rentals		426.72	-6,127.81
	Bill Pmt -Check	01/08/2024	14607	Frontier	ALL- Field Land Lines		561.35	-6,689.16
	Bill Pmt -Check	01/08/2024	14608	Hach	INV # 13863237		236.47	-6,925.63
	Bill Pmt -Check	01/08/2024	14609	Napa Auto Parts	INV# 919376, 921043		34.78	-6,960.41
	Bill Pmt -Check	01/08/2024	14610	Parkinson Building Materials	ACCOUNT# 4860		50.79	-7,011.20
	Bill Pmt -Check	01/08/2024	14611	Security Lock & Alarm	INV#220022445		231.00	-7,242.20
	Bill Pmt -Check	01/08/2024	14613	Verizon	CELL PHONE month billing -NOV5-DEC4		262.47	-7,504.67
	Bill Pmt -Check	01/08/2024	14614	Wyckoff's-Fortuna	Customer #2-7001 12-31-23 statement		134.39	-7,639.06

Redway Community Services District  
Checking Account Activity  
As of January 31, 2024

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
	Liability Check	01/08/2024	E-pay	United States Treasury	94-1634964 QB Tracking # 814730898		147.40	-7,786.46
	Liability Check	01/08/2024	EFT	Employment Development Department-8	800-3247-7		9.90	-7,796.36
	Paycheck	01/09/2024	14615	Sawboh, Andrew D			753.77	-8,550.13
	Deposit	01/09/2024			Deposit	7,156.42		-1,393.71
	Deposit	01/10/2024			ALL PAID	267.98		-1,125.73
	Liability Check	01/10/2024	14616	California State Disbursement Unit	Case #0230052791-01		777.22	-1,902.95
	Liability Check	01/10/2024	14616	Franchise Tax Board	641633706534050444		400.00	-2,302.95
	Deposit	01/11/2024			ALL PAID	949.16		-1,353.79
	Deposit	01/11/2024			Deposit	10,882.61		9,528.82
	Deposit	01/12/2024			ALL PAID	422.48		9,951.30
	Deposit	01/12/2024			Deposit	4,038.95		13,990.25
	Check	01/16/2024	14618	Moore, Marshall C	Employee Advance 1-14-2024		500.00	13,490.25
	Deposit	01/16/2024			ALL PAID	1,785.27		15,275.52
	Liability Check	01/16/2024	E-pay	United States Treasury	94-1634964 QB Tracking # -2027174398		5,367.38	9,908.14
	Liability Check	01/16/2024	EFT	Employment Development Department-8	800-3247-7		488.24	9,419.90
	Liability Check	01/16/2024	EFT	Employment Development Department-8	800-3247-7		233.86	9,186.04
	Deposit	01/16/2024			ALL PAID	288.67		9,474.71
	Liability Check	01/17/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/16/2024		5,459.29	4,015.42
	Liability Check	01/17/2024	14624	Variable Annuity Life Ins. Co.			2,217.82	1,797.60
	Check	01/17/2024	14625	Dian Griffith	Regular Board Meeting JANUARY 17, 2024		50.00	1,747.60
	Check	01/17/2024	14626	Michael McKaskle	Regular Board Meeting JANUARY 17, 2024		50.00	1,697.60
	Check	01/17/2024	14627	Marie Etherton	Regular Board Meeting JANUARY 17, 2024		50.00	1,647.60
	Bill Pmt -Check	01/17/2024	14628	California Special Districts Association	CSDA Membership Dues 2024		4,095.00	-2,447.40
	Bill Pmt -Check	01/17/2024	14629	Pacific Gas & Electric	Water Plant & Lift Stfations- Dec billing		5,259.35	-7,706.75
	Deposit	01/17/2024			ALL PAID	810.91		-6,895.84
	Deposit	01/17/2024			Deposit	19,078.96		12,183.12
	Paycheck	01/18/2024	DD1350	Chaille, Calvin C	Direct Deposit	0.00		12,183.12
	Paycheck	01/18/2024	DD1351	Cherubini, Dru A	Direct Deposit	0.00		12,183.12
	Paycheck	01/18/2024	14619	Cox, Cody R.			2,964.89	9,218.23
	Paycheck	01/18/2024	14620	Esget, Douglas R			2,073.80	7,144.43
	Paycheck	01/18/2024	DD1352	Gradin, Glenn A	Direct Deposit	0.00		7,144.43
	Paycheck	01/18/2024	14621	Moore, Eric S			2,559.48	4,584.95
	Paycheck	01/18/2024	14622	Moore, Marshall C			679.06	3,905.89
	Paycheck	01/18/2024	14623	Sawboh, Andrew D			1,066.17	2,839.72
	Deposit	01/18/2024			ALL PAID	136.63		2,976.35
	Deposit	01/18/2024			Deposit	6,764.02		9,740.37
	Deposit	01/18/2024			Deposit	30.00		9,770.37
	Deposit	01/19/2024			ALL PAID	1,014.03		10,784.40
	Bill Pmt -Check	01/19/2024	14634	C& K	32585		134.88	10,649.52
	Bill Pmt -Check	01/19/2024	14635	Dazey's/Stephen's	December 2023 Billing		31.82	10,617.70
	Bill Pmt -Check	01/19/2024	14636	Fed Ex	seepex pump		4.77	10,612.93
	Bill Pmt -Check	01/19/2024	14637	Jim's Quality Quick Lube	01 Dakota oil change mileage 142376		69.00	10,543.93
	Bill Pmt -Check	01/19/2024	14638	Recology Eel River	Debris .25 ton- SEPT Billing #229765		45.25	10,498.68
	Bill Pmt -Check	01/19/2024	14639	Recology Humboldt County	INV#31478696- Office		33.42	10,465.26
	Bill Pmt -Check	01/19/2024	14640	Redway Tire	invoice # 7206 2011 ford 58962 miles		505.67	9,959.59
	Bill Pmt -Check	01/19/2024	14641	six rivers portable toilets	INV#174495		171.76	9,787.83
	Bill Pmt -Check	01/19/2024	14642	True Value	1451		27.85	9,759.98
	Bill Pmt -Check	01/19/2024	14643	Verizon	CELL PHONE month billing -DEC5-JAN4		263.07	9,496.91
	Bill Pmt -Check	01/19/2024	14644	Verizon One Talk	DESK PHONE month billing DEC 8 - JAN7		106.51	9,390.40
	General Journal	01/19/2024	GAG		QB January fee		42.00	9,348.40
	Check	01/19/2024	14645	Linda Sutton	Board Meetings 7-23 thru 12-23(7 meetings)		350.00	8,998.40
	Check	01/19/2024	14646	Nancy Jurrens	business meeting minutes , resolutions		1,085.00	7,913.40
	Check	01/19/2024	14647	Dan Glaser	Refund Closed Account #584		247.82	7,665.58

Redway Community Services District  
Checking Account Activity  
As of January 31, 2024

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
	Check	01/19/2024	14648	Sue Burdick	Close Account Refund Over psyment		5.90	7,659.68
	Check	01/19/2024	14649	Charlene Smith	Close Account Refund Over payment		118.44	7,541.24
	Check	01/19/2024	14650	Dan Glaser	Refund Closed Account #335		254.91	7,286.33
	Check	01/19/2024	14651	justin Lyon	Close Account Refund Over psyment		99.43	7,186.90
	Check	01/19/2024	14652	Angela Drago	Close Account Refund Over payment		14.08	7,172.82
	Deposit	01/19/2024			Deposit	4,001.99		11,174.81
	Check	01/19/2024	14659	Eric Moore	Employee Advance 1-24-2024		400.00	10,774.81
	Deposit	01/22/2024			ALL PAID	655.00		11,429.81
	Deposit	01/22/2024			ALL PAID	270.00		11,699.81
	Deposit	01/23/2024			Deposit	985.00		12,684.81
	Deposit	01/23/2024			Deposit	86.00		12,770.81
	Deposit	01/23/2024			Deposit	86.00		12,856.81
	Deposit	01/23/2024			Deposit	6,603.05		19,459.86
	Bill Pmt -Check	01/23/2024	14655	Fed Ex	homa pump shipping		2,292.38	17,167.48
	Bill Pmt -Check	01/23/2024	14653	McMurchie Law Firm	INV#4788		1,104.50	16,062.98
	Bill Pmt -Check	01/23/2024	14654	North Coast Labs	DEC 2023 Statement		3,515.00	12,547.98
	Bill Pmt -Check	01/23/2024	14656	NTU Technologies	INV# 12662 CE 818		1,737.00	10,810.98
	Bill Pmt -Check	01/23/2024	14657	Valley Pacific	195225 December 2023		811.58	9,999.40
	Deposit	01/23/2024			Deposit	3,476.69		13,476.09
	Check	01/24/2024	14658	Moore, Marshall C	Employee Advance 1-24-2024		500.00	12,976.09
	Deposit	01/24/2024			ALL PAID	661.29		13,637.38
	Deposit	01/25/2024			ALL PAID	367.15		14,004.53
	Deposit	01/25/2024			Deposit	880.00		14,884.53
	Deposit	01/25/2024			Deposit	9,188.05		24,072.58
	Check	01/25/2024	14678	Pace Supply	INV# 029165956, 029169708, 029177251, 029100761-3		1,942.67	22,129.91
	Paycheck	01/26/2024	14661	Sawboh, Andrew D			758.75	21,371.16
	Deposit	01/26/2024			ALL PAID	1,448.21		22,819.37
	Liability Check	01/26/2024	E-pay	United States Treasury	94-1634964 QB Tracking # -38424398		127.24	22,692.13
	Liability Check	01/26/2024	E-pay	United States Treasury	94-1634964 QB Tracking # -25680398		440.16	22,251.97
	Liability Check	01/26/2024	EFT	Employment Development Department-8(	800-3247-7		9.15	22,242.82
	Liability Check	01/26/2024	EFT	Employment Development Department-8(	800-3247-7		31.76	22,211.06
	Deposit	01/26/2024			Deposit	280.53		22,491.59
	Deposit	01/26/2024			Deposit	6,903.13		29,394.72
	Deposit	01/29/2024			ALL PAID	270.89		29,665.61
	Deposit	01/29/2024			ALL PAID	578.37		30,243.98
	General Journal	01/29/2024	GAG		Pump for Azalea Lift Station	13,618.19		43,862.17
	Check	01/29/2024	14662	Michael McKaskle	RREDC-JAN		140.96	43,721.21
	Bill Pmt -Check	01/29/2024	14663	Thomas & Associates	Invoice # 33757		13,618.19	30,103.02
	Paycheck	01/30/2024	14660	Sawboh, Andrew D			1,942.62	28,160.40
	Liability Check	01/30/2024	E-pay	United States Treasury	94-1634964 QB Tracking # 4261406		4,984.56	23,175.84
	Liability Check	01/30/2024	EFT	Employment Development Department-8(	800-3247-7		456.38	22,719.46
	Liability Check	01/30/2024	EFT	Employment Development Department-8(	800-3247-7		212.05	22,507.41
	Liability Check	01/30/2024	14668	California State Disbursement Unit	Case #0230052791-01		1,554.44	20,952.97
	Liability Check	01/30/2024	14669	Franchise Tax Board	641633706534050444		567.67	20,385.30
	Liability Check	01/30/2024	14670	Variable Annuity Life Ins. Co.			1,807.78	18,577.52
	Deposit	01/30/2024			Deposit	7,404.61		25,982.13
	Liability Check	01/31/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/30/2024		5,258.49	20,723.64
	Deposit	01/31/2024			ALL PAID	460.24		21,183.88
	Deposit	01/31/2024			Deposit	2,014.98		23,198.86
	Deposit	01/31/2024			Deposit	1,000.00		24,198.86
	Check	01/31/2024	14679	Anderson Lucas Sommerville & Borges	Preliminary billing compliance audit 6-2023		2,500.00	21,698.86
	Check	01/31/2024			Service Charge		59.75	21,639.11
Total 1004 · Cash in Bank CCUSH - 71						130,156.06	125,525.89	21,639.11

Redway Community Services District  
**Checking Account Activity**  
As of January 31, 2024

		Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>TOTAL</b>							<b>130,156.06</b>	<b>125,525.89</b>	<b>21,639.11</b>



1:58 PM  
02/09/24

**Redway Community Services District**  
**Reconciliation Summary**  
1004 - Cash in Bank CCUSH - 71, Period Ending 01/31/2024

---

	<u>Jan 31, 24</u>
Beginning Balance	42,328.49
Cleared Transactions	
Checks and Payments - 106 items	-120,610.49
Deposits and Credits - 51 items	130,156.06
Total Cleared Transactions	<u>9,545.57</u>
Cleared Balance	<u>51,874.06</u>
Uncleared Transactions	
Checks and Payments - 22 items	-30,234.95
Total Uncleared Transactions	<u>-30,234.95</u>
Register Balance as of 01/31/2024	<u>21,639.11</u>
New Transactions	
Checks and Payments - 17 items	-32,870.09
Deposits and Credits - 9 items	19,155.97
Total New Transactions	<u>-13,714.12</u>
Ending Balance	<u>7,924.99</u>

**Page Left Intentionally Blank**

4:54 PM  
02/13/24  
Accrual Basis

Redway Community Services District  
Savings Account Activity  
As of January 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>1010 - CCUSH - Business Savings -00</b>							25.01
Total 1010 - CCUSH - Business Savings -00							25.01
<b>1015 - CCUSH - Connection Fees -52</b>							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 J...	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 J...	08/10/2023	GAG		CAOH Tunnel Road Water Sewer Connection fees X2		12,445.00	12,757.34
General J...	08/10/2023	GAG		CAOH Tunnel Road Water Sewer Connection fees X2		12,445.00	312.34
Deposit	08/31/2023			Interest	0.64		312.98
Deposit	09/30/2023			Interest	0.03		313.01
Deposit	10/31/2023			Interest	0.03		313.04
Deposit	11/30/2023			Interest	0.03		313.07
Deposit	12/31/2023			Interest	0.03		313.10
Deposit	01/31/2024			Interest	0.03		313.13
Total 1015 - CCUSH - Connection Fees -52					29.06	49,780.00	313.13
<b>1020 - CCUSH - Meadows Deposits - 51</b>							16,056.39
Deposit	01/31/2023			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
Deposit	09/30/2023			Interest	1.32		16,068.38
Deposit	10/31/2023			Interest	1.36		16,069.74
Deposit	11/30/2023			Interest	1.32		16,071.06
Deposit	12/31/2023			Interest	1.36		16,072.42
Deposit	01/31/2024			Interest	1.37		16,073.79
Total 1020 - CCUSH - Meadows Deposits - 51					17.40	0.00	16,073.79

Redway Community Services District  
Savings Account Activity  
As of January 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>Cash in County - Water</b>							783,254.42
<b>1100 - #2546 SRF Water Proj Loan Fund</b>							273,691.13
General J...	01/20/2023	GAG		JAN 2023 Payment		38,250.00	235,441.13
Check	04/27/2023	14033	SRF Water Project Loan Fu...	For Deposit to fund #2546 For APR,MAY, JUNE 2022	20,472.00		255,913.13
General J...	06/30/2023	GAG		JULY 2023 Payment		38,250.00	217,663.13
Deposit	06/30/2023			Interest	643.76		218,306.89
Check	09/27/2023	14365	SRF Water Project Loan Fu...	For Deposit to fund #2546 For JULY, AUG,SEPT 2022	20,057.00		238,363.89
Check	12/14/2023	14553	SRF Water Project Loan Fu...	For Deposit to fund #2546 For OCT,NOV,DEC 2022	19,937.00		258,300.89
Total 1100 - #2546 SRF Water Proj Loan Fund					61,109.76	76,500.00	258,300.89
<b>1105 - #2547 SRF Payment Reserve Fund</b>							83,371.04
Deposit	06/30/2023			Interest	197.30		83,568.34
Total 1105 - #2547 SRF Payment Reserve Fund					197.30	0.00	83,568.34
<b>1110 - #2548 Davis Grunsky '68 Reserve</b>							4,659.87
Deposit	06/30/2023			Interest	11.03		4,670.90
Total 1110 - #2548 Davis Grunsky '68 Reserve					11.03	0.00	4,670.90
<b>1115 - #2549 Davis Grunsky '74 Reserve</b>							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
<b>1120 - #2550 Tax Revenue Fund-Water</b>							50,682.38
General J...	03/31/2023	Prop Tax			516.84		51,199.22
General J...	06/30/2023	Prop Tax		26538.44, 1335.75, 3799.25, 26.13	36,220.50		87,419.72
Deposit	06/30/2023			Interest	222.15		87,641.87
General J...	07/01/2023	GAG				688.60	86,953.27
General J...	01/03/2024	GAG				23,519.26	63,434.01
Total 1120 - #2550 Tax Revenue Fund-Water					36,959.49	24,207.86	63,434.01

4:54 PM  
02/13/24  
Accrual Basis

Redway Community Services District  
Savings Account Activity  
As of January 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>1125 - #2555 SEF - Water</b>							326,581.80
General J...	01/19/2023	GAG		Transfer from savings to Operations		25,000.00	301,581.80
General J...	02/27/2023	GAG		Transfer to operations from Water SEF		20,000.00	281,581.80
General J...	04/21/2023	Transfer		Transfer to Operations		21,000.00	260,581.80
General J...	04/24/2023	Transfer		Transfer to Operations - Van Meter Briceleand Road ...		13,000.00	247,581.80
General J...	04/26/2023	Transfer		Transfer to operations for transfer back to savings		67,497.00	180,084.80
Check	04/27/2023	14032	SEF Water	Acct# 2555000- APR, MAY, JUNE 2022	23,544.00		203,628.80
General J...	11/07/2023	GAG				9,979.51	193,649.29
Total 1125 - #2555 SEF - Water					23,544.00	156,476.51	193,649.29
<b>1130 - #2557 T &amp; D Rehab Proj. Fund</b>							25,469.94
Deposit	06/30/2023			Interest	60.28		25,530.22
Total 1130 - #2557 T & D Rehab Proj. Fund					60.28	0.00	25,530.22
Total Cash in County - Water					121926.35	257,184.37	647,996.40
<b>Cash in County - Sewer</b>							122,700.41
<b>1135 - #2551 Tax Revenue -Sewer</b>							49,028.61
General J...	02/01/2023	County		USDA Sewer Loan Payment 02-01-2023		11,396.25	37,632.36
General J...	03/31/2023	Prop Tax			485.70		38,118.06
General J...	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 J...	07/01/2023	GAG		USDA LOAN PAYMENT AUG 2022		40,896.25	27,738.86
Total 1135 - #2551 Tax Revenue -Sewer					31,002.75	52,292.50	27,738.86
<b>1140 - #2554 RCSD RECD Grant Sewer</b>							851.73
Deposit	06/30/2023			Interest	2.02		853.75
Total 1140 - #2554 RCSD RECD Grant Sewer					2.02	0.00	853.75
<b>1145 - #2556 SEF - Sewer</b>							16,417.57
General J...	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,JUN...	23,966.00		29,423.57
General J...	01/29/2024	GAG		Pump for Azalea Lift Station		13,618.19	15,805.38
Total 1145 - #2556 SEF - Sewer					23,966.00	24,578.19	15,805.38
<b>1150 - #2558 I &amp; I Project Fund-Sewer</b>							6,172.35
Deposit	06/30/2023			Interest	14.61		6,186.96
Total 1150 - #2558 I & I Project Fund-Sewer					14.61	0.00	6,186.96

4:54 PM  
 02/13/24  
 Accrual Basis

Redway Community Services District  
 Savings Account Activity  
 As of January 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>1155 - #9855 95 COP Payment Fund-Sewer</b>							1,328.60
Deposit	06/30/2023			Interest	3.14		1,331.74
Total 1155 - #9855 95 COP Payment Fund-Sewer					3.14	0.00	1,331.74
<b>1160 - #9856 '95 Reserve Fund Sewer</b>							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
Total Cash in County - Sewer					55,103.99	76,870.69	100,933.71
<b>TOTAL</b>					<b>177076.80</b>	<b>383,835.06</b>	<b>765,342.04</b>

## Payments from Customers

As of January 31, 2024

Type	Date	Memo	Amount
<b>1300 - Accounts Receivable</b>			
Deposit	01/02/2024	ALL PAID	-1,402.98
Deposit	01/02/2024	ALL PAID	-500.00
Deposit	01/03/2024	ALL PAID	-200.00
Deposit	01/04/2024	ALL PAID	-225.00
Deposit	01/04/2024	Deposit	-8,683.25
Deposit	01/04/2024	Deposit	-2,441.21
Deposit	01/05/2024	ALL PAID	-765.79
Deposit	01/08/2024	ALL PAID	-445.53
Deposit	01/08/2024	ALL PAID	-626.84
Deposit	01/09/2024	Deposit	-7,156.42
Deposit	01/10/2024	ALL PAID	-267.98
Deposit	01/11/2024	ALL PAID	-949.16
Deposit	01/11/2024	Deposit	-10,882.61
Deposit	01/12/2024	ALL PAID	-422.48
Deposit	01/12/2024	Deposit	-4,038.95
Deposit	01/16/2024	ALL PAID	-1,785.27
Deposit	01/16/2024	ALL PAID	-288.67
Deposit	01/17/2024	ALL PAID	-810.91
Deposit	01/17/2024	Deposit	-19,078.96
Deposit	01/18/2024	ALL PAID	-136.63
Deposit	01/18/2024	Deposit	-6,764.02
Deposit	01/18/2024	Deposit	-30.00
Deposit	01/19/2024	ALL PAID	-1,014.03
Deposit	01/19/2024	Deposit	-4,001.99
Deposit	01/22/2024	ALL PAID	-655.00
Deposit	01/22/2024	ALL PAID	-270.00
Deposit	01/23/2024	Deposit	-985.00
Deposit	01/23/2024	Deposit	-6,603.05
Deposit	01/23/2024	Deposit	-3,476.69
Deposit	01/24/2024	ALL PAID	-661.29
Deposit	01/25/2024	ALL PAID	-367.15
Deposit	01/25/2024	Deposit	-9,188.05
Deposit	01/26/2024	ALL PAID	-1,448.21
Deposit	01/26/2024	Deposit	-6,903.13
Deposit	01/29/2024	ALL PAID	-270.89
Deposit	01/29/2024	ALL PAID	-578.37
Deposit	01/30/2024	Deposit	-7,404.61
Deposit	01/31/2024	ALL PAID	-460.24
Deposit	01/31/2024	Deposit	-2,014.98
Deposit	01/31/2024	Deposit	-1,000.00
Total 1300 - Accounts Receivable			-115,205.34
<b>TOTAL</b>			<b>-115,205.34</b>

**Page Left Intentionally Blank**



**Redway Community Services District**  
**A/P Aging Summary**  
As of January 31, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Advanced Security Systems	127.74	0.00	0.00	0.00	0.00	127.74
C& K	200.50	0.00	0.00	0.00	0.00	200.50
Calpers	12,114.26	0.00	0.00	0.00	0.00	12,114.26
colonial Life	888.90	0.00	0.00	0.00	0.00	888.90
Dazey's/Stephen's	126.20	0.00	0.00	0.00	0.00	126.20
Fire Risk Management Services	904.22	0.00	0.00	0.00	0.00	904.22
Frontier	575.24	0.00	0.00	0.00	0.00	575.24
GHD Inc	0.00	0.00	369.63	3,110.50	45,453.33	48,933.46
Jamie Corsetti, CPA	2,306.90	0.00	0.00	0.00	0.00	2,306.90
Johnson Properties	700.00	0.00	0.00	0.00	0.00	700.00
Mobile Diesel Repair	1,875.50	0.00	0.00	0.00	0.00	1,875.50
Napa Auto Parts	218.73	0.00	0.00	0.00	0.00	218.73
Pacific Gas & Electric	5,823.86	0.00	0.00	0.00	0.00	5,823.86
Recology Eel River	12.00	0.00	0.00	0.00	0.00	12.00
Recology Humboldt County	33.42	0.00	0.00	0.00	0.00	33.42
Redwood Towing Service and Repair	104.00	0.00	0.00	0.00	0.00	104.00
Storey Kenworthy	165.93	0.00	0.00	0.00	0.00	165.93
SWRCB	1,867.46	0.00	0.00	0.00	0.00	1,867.46
True Value	134.09	0.00	0.00	0.00	0.00	134.09
USA Bluebook	0.00	0.00	170.35	0.00	0.00	170.35
Valley Pacific	0.00	0.00	1,207.58	0.00	0.00	1,207.58
Wyckoff's-Fortuna	221.33	0.00	0.00	0.00	0.00	221.33
<b>TOTAL</b>	<b><u>28,400.28</u></b>	<b><u>0.00</u></b>	<b><u>1,747.56</u></b>	<b><u>3,110.50</u></b>	<b><u>45,453.33</u></b>	<b><u>78,711.67</u></b>

**Page Left Intentionally Blank**

Redway Community Services District  
Payroll Details by Account  
January 2024

	Jan 24	Jan 23	Jul '23 - Jan 24
<b>Ordinary Income/Expense</b>			
<b>Expense</b>			
<b>Administrative &amp; General</b>			
<b>Insurance</b>			
5035 · Retiree Health Insurance	0.00	155.02	970.06
5040 · Employee Health Insurance	12,946.18	11,768.62	95,633.52
5045 · Workers' Comp	0.00	0.00	14,813.00
<b>Total Insurance</b>	12,946.18	11,923.64	111,416.58
5100 · Payroll Taxes	4,620.60	4,490.04	25,531.98
5150 · Wages	26,543.04	18,439.36	160,236.03
<b>Total Administrative &amp; General</b>	44,109.82	34,853.04	297,184.59
<b>Water Treatment</b>			
5220 · Wages	7,254.90	9,229.39	45,441.17
<b>Total Water Treatment</b>	7,254.90	9,229.39	45,441.17
<b>Water Trans &amp; Distribution</b>			
5320 · Wages	6,149.95	5,945.37	35,671.63
<b>Total Water Trans &amp; Distribution</b>	6,149.95	5,945.37	35,671.63
<b>Sewer Treatment</b>			
5420 · Wages	7,279.69	11,414.64	59,709.48
<b>Total Sewer Treatment</b>	7,279.69	11,414.64	59,709.48
<b>Sewer Collection</b>			
5520 · Wages	4,091.07	921.25	24,146.64
<b>Total Sewer Collection</b>	4,091.07	921.25	24,146.64
<b>Total Expense</b>	68,885.43	62,363.69	462,153.51
<b>Net Ordinary Income</b>	-68,885.43	-62,363.69	-462,153.51
<b>Net Income</b>	<b>-68,885.43</b>	<b>-62,363.69</b>	<b>-462,153.51</b>

**Page Left Intentionally Blank**

## Past Due List Status

<b>Past Due Status as of 1-31-24</b>	<b>amount</b>
Number of accounts on the past due list	126
The Average Bill	\$1,053.64
The Median Bill	\$664.03
Low Balance at 90 days	\$100.66
High Balance at 90 days	\$10,482.63
Current balance Past Due List	\$132,758.07
Current Balance of at 90 days	\$81,081.94
Addresses currently off	22
<b>Past Due status as of 12-31-23</b>	<b>amount</b>
Number of accounts on the past due list	120
The Average Bill	\$1,066.77
The Median Bill	\$712.84
Low Balance at 90 days	\$100.66
High Balance at 90 days	\$10,077.99
Current balance Past Due List	\$128,012.68
Current Balance of at 90 days	\$79,820.26
Addresses currently off	19

We have been utilizing The System Status Report from UBMax to report on past Due accounts. I have spent some time studying 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

**Page Left Intentionally Blank**



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

## General Manager's Report

February 2/8/2024

According to NIDIS "National Integrated Drought Information System, January was the wettest on record since 1895. The weather has been unseasonably warmer as well, there have only been a few cold snaps/frosts. As I have mentioned before we still need to remain diligent, we need to be prepared as if we were moving into another 4-year drought. I received a phone call on the 7<sup>th</sup> from Scott Gilbreath, a regulator with the Water Board, and he is most likely going to be our new regulator since Ronnean Lund's retirement announcement in December. This will be Ronnean Lund's last month, and I plan on attending her retirement party on the 27<sup>th</sup> in Scotia, good networking opportunity.

During the call with Scott on the 7<sup>th</sup>, we were talking about the SRF water grant that we have open and are not working in currently. To be clear there is the WWIIP Grant, "wastewater" the DWR Grant "water", and then there is this one which is another Potable Water Grant. The main reason Scott called was because he was asked to attend a meeting with the Department of Financial Assistance regarding the grant application that is open to ask where we were experiencing problems with infrastructure, and what we wanted to apply for. When we started discussing this matter, he was very helpful. We had just recently had a site visit with him, so everything was still very fresh from the visit.

Once we learned that the State is only going to fund for source water issues, because there funding is limited, Scott and I are suggesting that we apply for *riprap* to the bank" for hardening" near the infiltration gallery at the water plant, and we also discussed the need for adding extra laterals to the gallery, extending them out further, as well as deeper in the riverbed. The reason we are requesting this is because we face challenges during the winter when the river rises rapidly and causes higher NTU's that we have to maintain at a lower level before it goes to pre-chlorination, and then to Distribution and storage. In the summer months again, we have to deal with this very dynamic river and once the flow drops below 30 or so CFS, we must throttle back our pumps so that they don't cavitate, or suck in air, and damage our equipment.

Under normal conditions we operate the plant at 350 GPM. When we start to experience these lower flow conditions, we go from 350 GPM to 275 GPM, and lower as the river continues to



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

drop. Lowering the line and extending out would allow for a more stable wet well level during the summer, so we would not have to drop the GPM, and we would be that much more efficient at the Plant, filling the tanks quicker, running the Plant less. And then in the Winter we should see a lower NTU coming in at the Raw, which would allow for less chemical addition "coagulant & CL2". So, when we don't have to drop the GPM the storage tanks fill faster. And when we don't have to deal with a very high RAW, we are able to fill the Storage tanks faster.

### *Q Zone Overlay*

Jesse Jeffries is looking to cultivate indoor cannabis on a parcel within the Evergreen Business Park. Under the County's 2.0 Ordinance, indoor cultivation is not allowed in the MB (Major Business) Zone. Therefore, Jesse is intending to amend the County's 2.0 Ordinance to allow for indoor cannabis cultivation on MB-zoned parcels with a Qualifying Combining Zone (Q-zone) overlay. The Q-zone would add specific restrictions for MB-zoned parcels that elect to participate. So far, approximately 11 parcels are potentially interested in participating.

North Point Solutions, whom we have worked with before, and who is currently helping us out with the ADU Bathroom/breakroom that we need at the Water Plant is working with Jesse and Humboldt County to determine special restrictions and performance standards that will be in place to preempt potential impacts to water use from the district. The attached memorandum includes potential special restrictions (at the bottom of pg. 2 in the attached Memorandum) for review by the RCSD board. These were developed based on the RCSD 2018 Water Conservation Ordinance.

Ultimately, they are looking for written support from us, the RCSD board that states that the proposed water restrictions of the Q-zone, for the purposes of indoor cannabis cultivation, would be amenable to the board. They want to keep this an open discussion and are looking forward to hearing the board's thoughts, suggestions, questions, or potential concerns. North point stated that they would be happy to be present at a board meeting as well if that would be helpful. I would like to comment and state that I appreciate the effort that they have made on presenting special restrictions based on our Conservation Ordinance, and they have my support on this, as this would have a minimal impact based on usage for Commercial Agriculture which we have already approved and will have in Water Ordinance. The Water Ordinance is in the





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

review process now, so this is the perfect time for review and discussion with the board and North Point.

### *Updating Water Ordinance*

ADU Language needs to be updated, and we need to talk about Commercial Agriculture adding this into the water ordinance right away. During a special meeting on September 7<sup>th</sup>, 2023, we mostly all agreed on the language, and these were the takeaways:

- We were all clear on wanting to call this type of commercial user a "Commercial Agriculture Production user".
- We do not want it to be called a business plan, it is to be an *Operations Plan* written by a Professional Engineer that the Business owner needs to produce after County Approval. With a *stamp* from the engineer.
- We do not want to turn their service off during forbearance. We want the use *not to exceed 500 CU/FT/Month at this point.*
- Once Stage two has been declared through our Water Conservation Ordinance 2018-01 like we ask everyone we would ask them to reduce as well.
- Also, instead of limiting a 1016 CU/FT/MONTH we would like it to be read as an annual limit *not to exceed 12,200.00 CU/FT/YR.*
- 

We need to publish this new section in the Water Ordinance. We have just begun working in the Water Ordinance revision this month. A Board member requested that it be known that this businessperson has jumped through every hoop that we have asked to and that we want to expedite as quickly and legally as possible. This Business owner is aware that he is subject to whatever the ordinance ultimately reads After he receives his will serve. The last Regular Business meeting that we had, that I was not at, they voted to issue you the Business a will serve 3 to 1 with one abstaining. When I spoke to our Attorney explaining that the District is now moving into Water Ordinance Revision, he said he recalled John and I, along with himself getting quite a bit done on this done already.

Now that some time has passed, we will look into the California ADU law again. I will be reaching out to McMurchie after this meeting, and after we have another Ordinance committee meeting, and I would like to talk about what needs to happen after an ADU goes in. like the meter would have to be sized up, and would require a backflow device etc. I have already gone



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

through definitions again, and I am adding some more cross connection survey language, and what the District's Cross Connection Specialist's role is for the District and the Community.

Beyond ADU, Commercial Agriculture, and Cross Connection, there are some updates that are necessary for security, and vandalism in Water Ordinance. I will take a count at the meeting as to who would like a copy of the existing ordinance for review. *Carwash*, In January I asked the carwash owner to take the outdoor bay offline because of the rains, the owner came up to the office on the Friday after I notified him, the office was closed, I let him know that the office was closed, and that was when the owner notified me that he would not be keeping his water bill current. As a result of that short back and forth between me and the owner we closed the account. If the owner, or whomever else that would want the water service restored there, they would have to pay the full reconnection fee.

*Cody Cox*

*General Manager*

*R.C.S.D.*

To: RCSD Board of Directors

Office Manager's Memo

FEBRUARY 14<sup>th</sup>, 2023

Credit card processing. For the month of January, we had 80 transactions with a value of \$14,922.37. In December, we had 68 transactions with a value of \$16,616.23. 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.

gWorks Utility Billing. gWorks bought UBMax and has their own billing platform for small utilities. With credit card processing we are always looking for easier ways for the customer to pay their bill. They have a slightly different module for billing which includes credit card processing and ACH processing. ACH is time consuming for the district and we would have to contact each bank and submit each transaction separately. This new module has the customer initiates the process not the district. We would not be responsible for mistakes. NO NEW NEWS. They want to schedule webinars; I usually miss them.

Profit to Loss. July 1<sup>st</sup>, 2023, to January 31<sup>st</sup>, 2023, is 58% of the fiscal year. Income was \$690,215. which is 52%. \$1,326,998 is the approved budgeted income for 2023/2024. Expenses were \$852,559 which is 65% of the projected approved expenses of \$1,318,341 for the 2023/2024 fiscal year. Some purchases will be capitalized, mostly in T&D.

Billing and Allocations. Our past due for the month of January was \$132,758.07. In December was \$128,012.68. It appears that the past due fluctuates around \$10,000 up or down every month from 3-2020. The high in November 2023 was \$129,391.93 from \$37,000 in March 2020, the month the pandemic started.

2022-2023 Audit. We have returned the engagement letter. We have sent the requests on our letterhead to various establishments. We have been collecting the usual data. Our CPA has been into the books. We expect ALSB to have a copy of our QuickBooks this week.

Past Due accounts. Starting in June we were instructed to adhere to the ordinances regarding 48-hour notices, shut-offs and restoring services. Currently we have 22 properties shut-off. A couple of the shut-off accounts are due to customer requests, not past due.

Respectfully,

**Glenn Gradin**

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

**Page Left Intentionally Blank**

## Water Treatment

Operations are under normal conditions. We are at 350 gallon per minute of treatment in Distribution and Storage. The daily pump hours are back to normal after the storms that we experienced. We did well treating water and keeping the level up at the Rusk Tanks in town. During the storm that hit us from the 2<sup>nd</sup> to the 6<sup>th</sup> we did have a little trouble making water, I instructed the CPO to turn the plant off on the 6<sup>th</sup>. When we came in, in the morning, it was nothing but mud in the bottom of the Clarifier. It is a good thing we shut the plant off. Once we fired the Plant back up, and dumped the Clarifier out, we did a new clarifier run, and we were able to treat the water and top the tanks off.

We have completed the 1<sup>st</sup> new sample point installation in the system. There are at least three more that we can think of that should be replaced in the system. One of which is up here at the office, Doug takes it in the restroom, and it should be taken at the street. Our new regulator is aware of this as well. We will be flushing out the infiltration gallery next week.

## Wastewater Treatment

It has been a busy couple of weeks out at the wastewater treatment plant. I have been out to the wastewater plant several times this month, helping out with the transition with Doug taking over out at the wastewater plant it is still slow going because of these storms. I would like to add that our crew has done a fantastic job with these storms that really did hit us hard, and we were able to treat everything that did flow into the wastewater plant. We discharged into the ponds like we usually do and did not have to go into the river. I have been picking up the samples at the Wastewater Plant on Tuesdays. I have still not gotten a signature on a final date for Calvin yet, he does keep saying that he will not be leaving us until April, or May.

## Wastewater Collection

District staff using the camera equipment, as well as smoke test equipment, were able to find a "major" I&I point on Oakridge in lower Redway, which has been abated. This was a residential lateral that didn't have a cap/.plug on their sewer lateral. This would allow for thousands of gallons of inflow from the surface" direct runoff" into our sanitary sewer system. This flow was moving into Azalea and would run more than 24 hours, and the pumps in this lift station could not keep up, and as a result we would get SSO's. On the 29<sup>th</sup>, 30<sup>th</sup>, and the 31<sup>st</sup> we had MSI here for jetting and cleaning sewer lines to remove the massive root intrusion that we have. We originally contracted them out for just manhole repair, but because of what we had going on, on Par Avenue, and Oak drive, which was a large sewer backup due to root intrusion.

We started there and then worked our way to the two manholes that our supervisor wanted to get done. Oak was the worst that I think I have ever seen. Not only is there really bad root intrusion, I'm talking 3" in diameter here, but there are also some really bad sags, on both Oak, and Par, with a lot of debris. The plan moving forward is going to be inspections via camera, and smoke testing for Identification, and prioritization. We are going to inspect every single lateral in the district. We are also mapping all of this with our Arc GIS system. District staff was also called to Manzanita Dr. Where we discovered much more root intrusion with a lot of Debris again. This area will have to be rodded out, and then jetted before we can even get the camera equipment in.

We cannot continue to have contractors with their Vacuum /Jetter trucks come down for 250+ \$/hr. I am looking into a combo truck for the District for purchase. These trucks run about 500k, which we cannot afford, so I will be looking at all possible funding options.

## Water Distribution

We are still waiting for the 125 meters that we ordered from INOV8. They should be arriving any day now. Again, we have the sunset date of 2025, and we will be doing this all-in house. Field staff has been to all our pressure regulating stations that have the Automatic Control Valves for flow, and pressure regulation for lower Redway, Dogwood lift station, and the Evergreen Business Park. These valves are done to be serviced this year and our sales manager from CLA VAL will be there for assistance. There have been no leaks that we have encountered this month so far. We are flushing this week as well; we will start letting people know when we are flushing when it is during the summer months.

*Cody Cox G.M*

*R.C.S.D.*

## Redway CSD – Production/Treatment Activity

**February 14, 2024**

Unit of measure is gallons:

### Water Production Report: For January 2024

	<b>Water Produced</b>	<b>District Use</b>	<b>Unmetered</b>	<b>Sold</b>	<b>Daily Avg.</b>
Nov 2021	6,649,036	1,668,475	1,309,737	2,670,824	188,301
Nov 2022	3,733,088	464,233	602,654	2,666,201	124,436
Nov 2023	3,512,732	481,020	667,037	2,364,675	117,091
Dec 2021	5,708,119	1,229,654	2,256,172	2,222,293	184,133
Dec 2022	4,218,471	882,920	1,043,163	2,292,388	136,080
Dec 2023	3,620,004	886,862	739,685	1,993,457	116,774
Jan 2022	4,632,732	771,728	1,100,031	2,760,973	149,443
Jan 2023	4,757,447	1,881,553	439,830	2,436,064	153,466
Jan 2024	4,082,397	1,173,810	501,471	2,407,116	131,690

Reference Note: 2022 had 483 Res-95 Com accts

2023 had 466 Res-94 Com accts

2024 had 440 Res-93 Com accts

### Wastewater Treatment Report: For January 2024

	<b>Influent</b>	<b>Effluent</b>	<b>Difference</b>
Oct 2023	3,576,640	3,258,789	317,851
Nov 2023	3,467,917	3,296,053	171,864
Dec 2023	4,619,083	4,542,256	76,827
Jan 2024	8,914,153	8,786,113	128,040

DE

**Page Left Intentionally Blank**



# WORKPLACE SAFETY REPORT

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

## SECTION 1

### Fire Extinguishers

Date Serviced 2-22-23

Monthly Inspection recorded on unit.

Date 1-4-24

## SECTION 2

### Flammables Storage

Check fuel tanks for leaks

Waste WTP

Water Plant

Dogwood LS

Check fuel connections for seeps

Fuel cans stored properly

DE  
DE  
DE  
DE  
DE

Date 1-5-24

## SECTION 3

### Work Areas

Chemicals properly stored and marked.

No Spills or trip hazards.

Exits are accessible.

DE  
DE  
DE

Date 1-6-24

## SECTION 4

### Electrical Equipment

Switches and circuit breakers labeled.

Extension and power cords are serviceable.

Lockout Devices serviceable

DE  
DE  
DE

Date 1-5-24

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 1-2-24

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 1-2-24

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

*[Handwritten initials/signatures]*

Date 7-5-24

Any Incidents to Report for month NONE

Signature *[Handwritten Signature]*

Date 2-2-24

## Redway C.S.D.

### **EMPLOYEE SAFETY TRAINING AND MEETING REPORT**

Use of this Form

1. All safety training and meetings conducted for organization employees are documented on this form.
2. The completed form is distributed and filed as follows:
  - a. Training
    - 1) 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 training handouts, and anything else pertaining to the training program.
    - 2) One copy is maintained in Human Resources where the following information is retrieved and inserted into each attendee's personnel file on the organization's *Record of Training Form*:
 

a) Employee name	d) Training subject
b) Employee's department	e) Whether a certificate was issued
c) Date of training	
  - b. Safety Meetings  
 This form is filed with the master meeting file for each safety meeting in the IIPP Administrator's files. The master file includes this form, the safety meeting agenda, all safety meeting handouts and anything else pertaining to the safety meeting.

Check (✓) if the Program was <u>Training</u>	Check (✓) if the Program was a <u>Safety Meeting</u>
<b>Training/Safety Meeting Subject(s):</b> A DAY IN THE LIFE OF A WATER OPERATOR VIDEO	
<b>Certificate Issued (circle answer):</b> Yes <input type="radio"/> No <input checked="" type="radio"/>	
<b>Training/Meeting Date:</b> 1-3-24	<b>Training Instructor/Meeting Leader Name(s):</b> D. ESBERT
<b>Description of Training Provided or Safety Meeting Topic(s):</b> VIDEO SHOWED A TYPICAL DAY FOR A WATER UTILITY OPERATOR, TREATMENT, CAMBRAGING LINES, ETC.	
<b>Course or Meeting Handouts (attach to this form):</b>  4/14	

Employee Name (PRINT)	Employee Name (SIGNATURE)
Douglas Esgott	Douglas Esgott
Marshall Moore	Marshall Moore
Eric Moore	Eric Moore
Gary Cox	Gary Cox
Calvin Charles	Calvin Charles

RCSD (IIPP-Form-Employee Safety Training & Meeting Report Form-2021.doc)

**Employee Safety Training & Meeting Report**

**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)**

**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. **PURPOSE.** 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. **TERM OF FUNDING AGREEMENT.** 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. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$1,620,070.
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** 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. **DISBURSEMENT OF FUNDS.** 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. **ELIGIBLE PROJECT COST.** 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](mailto:William.Ehorn@water.ca.gov)



- 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. WITHHOLDING OF DISBURSEMENTS BY STATE. 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. DEFAULT PROVISIONS. 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

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. CONTINUING ELIGIBILITY. 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: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "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. SUBMISSION OF REPORTS. 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.

- 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. NOTICES. 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. PERFORMANCE EVALUATION. 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.

18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Redway Community Services District  
Cody Cox  
General Manager  
P.O. Box 40  
Redway, CA 95560  
Phone: (707) 923-3101  
Email: [ccox.rcsd@gmail.com](mailto:ccox.rcsd@gmail.com)

Direct all inquiries to the Project Manager:

Department of Water Resources  
William Ehorn  
Engineering Geologist  
2440 Main Street  
Red Bluff, CA 96080  
Phone: (530) 515-1930  
Email: [william.ehorn@water.ca.gov](mailto:william.ehorn@water.ca.gov)

Redway Community Services District  
Cody Cox  
General Manager  
P.O. Box 40  
Redway, CA 95560  
Phone: (707) 923-3101  
Email: [ccox.rcsd@gmail.com](mailto:ccox.rcsd@gmail.com)

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

19. STANDARD PROVISIONS AND INTEGRATION. 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  
DEPARTMENT OF WATER RESOURCES

REDWAY COMMUNITY SERVICES DISTRICT

*Arthur Hinojosa*  
Arthur Hinojosa, Manager  
Division of Regional Assistance

*Cody Cox*  
Cody Cox, General Manager

Date 9/11/2023

Date 9/11/2023

Approved as to Legal Form and Sufficiency

*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).

<b>Task</b>	<b>Funding Amount</b>
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
<b>Total</b>	<b>\$1,620,070</b>

**Exhibit C**  
**SCHEDULE**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
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. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** 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. AMENDMENT:** 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. AMERICANS WITH DISABILITIES ACT:** 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. AUDITS:** 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. **BUDGET CONTINGENCY:** 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. **CHILD SUPPORT COMPLIANCE ACT:** 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. **CLAIMS DISPUTE:** 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. **COMPETITIVE BIDDING AND PROCUREMENTS:** 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: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** 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. **CONFLICT OF INTEREST:** 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. DELIVERY OF INFORMATION, REPORTS, AND DATA: 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. DISPOSITION OF EQUIPMENT: 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. DRUG-FREE WORKPLACE CERTIFICATION: 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. EASEMENTS: 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. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: 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. GOVERNING LAW: 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. INDEMNIFICATION: 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. INDEPENDENT CAPACITY: 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. INSPECTION OF BOOKS, RECORDS, AND REPORTS: 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. INSPECTIONS OF PROJECT BY STATE: 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: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. 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. NONDISCRIMINATION: 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. OPINIONS AND DETERMINATIONS: 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. PERFORMANCE BOND: 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. PRIORITY HIRING CONSIDERATIONS: 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. PROJECT ACCESS: 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. REMAINING BALANCE: 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. REMEDIES NOT EXCLUSIVE: 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. RETENTION: 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. SEVERABILITY: 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. SUSPENSION OF PAYMENTS: 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. SUCCESSORS AND ASSIGNS: 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. TERMINATION BY GRANTEE: 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. TERMINATION FOR CAUSE: 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. TERMINATION WITHOUT CAUSE: 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. THIRD PARTY BENEFICIARIES: 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. TIMELINESS: Time is of the essence in this Funding Agreement.

- D.44. TRAVEL: 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: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. 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. UNION ORGANIZING: 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. VENUE: 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. 2021-2022-04  
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 Act of 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.
3. 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 adopted 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  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2

MICKASKLE

Arthur McClure ARTHUR MCCLURE board chair  
Signature, Printed Name and Title - Redway Community Services District

Attest:

Nancy J... 11/23/2021  
Signature and Printed Name - Secretary/ Clerk to the Board, 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.

EXECUTIVE SUMMARY – 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. 100-year 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;
  - 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.

ADDITIONAL INFORMATION – 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.
3. 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 pre-project 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, back-up 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."





## MEMORANDUM

**FROM:** NorthPoint Consulting Group, Inc.

**TO:** Jesse Jeffries

**RE:** Development of Qualified Combining Zone Overlay for proposed Indoor Cannabis Cultivation Site on APN 223-311-029 in Redway Business Park  
1911 Barnett Road, Redway, CA 95560

**DATE:** **December 21, 2023**

---

The intent of this memorandum is to outline the pathway forward to developing an indoor commercial cannabis cultivation site on Assessor's Parcel Number (APN) 223-311-029 ("subject parcel"), which is not allowed under Humboldt County's current rules and regulations. This letter summarizes pertinent background information, describes the pathway to allowing indoor cultivation in the subject parcel's zone using a Qualified Combining Zone Overlay ("Q-zone"), details the potential Q-zone Special Restrictions and Performance Standards, and outlines the next steps for moving forward.

### Subject Parcel Information

Assessor's Parcel Number (APN): 223-311-029  
Parcel Size: 1.31 acres  
General Plan Land Use Designation: CS, Commercial Services  
Zoning: MB-D, Business Park with Design Control Combining Zone  
Not located within Coastal Zone or Flood Zone  
Currently developed with existing structure

### Proposed Development

Evergreen Exotics, LLC ("applicant") is proposing to develop a 5,000-square foot (sq. ft.) indoor commercial cannabis cultivation site on the subject parcel. Cultivation would occur within an existing onsite building. The subject parcel, and the east half of the Redway Business Park, is zoned MB, or Business Park.

### Background

The County of Humboldt ("County") first developed commercial cannabis regulations under Ordinance No. 2559, the Commercial Medical Marijuana Land Use Ordinance ("CMMLUO"), or Ordinance 1.0, in 2016<sup>1</sup>. Ordinance 1.0 (CMMLUO, §55.4.8.3) allowed for the permitting of indoor commercial cultivation of cannabis in C-2 (Community Commercial), C-3 (Industrial Commercial), MB (Business Park), ML (Limited Industrial), MH (Heavy Industrial), and U (Unclassified) zones. Note that under Ordinance 1.0,

---

<sup>1</sup> <https://humboldt.gov.org/DocumentCenter/View/53372/Ord-No-2559-Adopted-BOS-September-13-2016?bidId=>



the MB zone was included.

In 2018, the County developed and passed the Commercial Cannabis Land Use Ordinance (“CCLUO”), also known as Ordinance 2.0<sup>2</sup>. Under Ordinance 2.0, indoor cultivation is permitted in C-3, ML, MH, and U zones. MB was *not* included in this list and is currently ineligible for development of indoor cultivation. Interestingly, the MB zone is allowed to have distribution, off-site processing, enclosed nurseries, community propagation centers, cannabis testing and research laboratories, non-flammable extraction, and infusion activities.

To address this, we are aware that a Petition requesting a Zone Reclassification and General Plan Amendment Petition request (PLN-2022-18016) to be allowed to apply for a text amendment to the CCLUO to allow for indoor cultivation in the MB zone. The petition request was granted by the Board of Supervisors on April 18, 2023, allowing you to move forward with an application for a zone reclassification or CCLUO text amendment process.

### Proposed Road Map

Allowing an indoor cultivation project would require either (1) a zone reclassification of the subject property, or (2) a text amendment to the CCLUO. In coordination with the County, it was determined that amending the CCLUO to allow for indoor cultivation on parcels in the MB zone with a Qualified Combining Zone Overlay (“Q-zone”) would be the best path forward. This would preclude a blanket statement in Ordinance 2.0 allowing indoor cultivation on every MB parcel in the inland zone. Rather, with the Q-zone in place, only parcels that elect to have the Q-zone overlay would be eligible. See Attachment 1 for map of parcels whose owners have indicated interest in participating in the Q-zone overlay.

To ensure this change does not overly tax existing power and water resources, the Q-zone overlay would be developed with Special Restrictions and Performance Standards. Once the Q-zone language is initially drafted, further discussions will be held with the County to finalize the Q-zone standards and determine the appropriate California Environmental Quality Act (CEQA) documentation and sufficient environmental review for the proposed CCLUO changes.

### Potential Q-Zone Special Restrictions / Performance Standards

Using available information and data, we have developed the following potential Q-Zone Special Restrictions and Performance Standards for discussion.

- a. Indoor Cultivation Sites shall be limited to 5,000 square feet (sq. ft.) per parcel.
- b. Water sourced from the Redway Community Services District (RCSD) for indoor cannabis cultivation shall not exceed the following volumes:
  - i. From January 1<sup>st</sup> – March 31<sup>st</sup>: 3,000 cubic feet per month (approximately 750 gallons per day).
  - ii. From April 1<sup>st</sup> to December 30<sup>th</sup>: 1,100 cubic feet per month (approximately 250 gallons per day).

*Note: These limitations have been developed with careful consideration of RCSD annual fluctuations in water supply and capacity during average and drought rainfall years. Per the RCSD Conservation Ordinance 2018-01<sup>3</sup>, the RCSD has established emergency action stages for water conservation. Industrial water accounts are limited to 3,000 cubic feet per month*

<sup>2</sup> <https://humboldt.gov.org/DocumentCenter/View/63734/Ord-No-2599-CCLUO-inland-certified-copy-PDF>

<sup>3</sup> [https://redwaycsd.org/documents/1114/Water\\_Consevation\\_Ordinance\\_2018-01\\_approved\\_2018-05-23\\_clean\\_.docx](https://redwaycsd.org/documents/1114/Water_Consevation_Ordinance_2018-01_approved_2018-05-23_clean_.docx)



- during a Water Conservation Stage One, 2,500 cubic feet per month during a Water Conservation Stage Two, 1,600 cubic feet per month during a Water Conservation Stage Three, and potentially zero cubic feet during a Stage Four - Dire Water Shortage. The proposed limit of 3,000 cubic feet per month from January 1<sup>st</sup> – March 31<sup>st</sup> is as restrictive as a Water Conservation Stage One limitation, and the proposed limit of 1,100 cubic feet per month from April 1<sup>st</sup> – December 30<sup>th</sup> is more restrictive than Water Conservation Stage One through Three limitations of industrial accounts as required in Ordinance 2018-01. See (c) for preparing for the potential of a Stage Four – Dire Water Shortage water limitation.*
- c. Operators of indoor cannabis cultivation who source water from the RCSD shall install and maintain enough water storage to meet irrigation demands equivalent to five months of cultivation. *Note: This limitation will ensure that operators have enough water storage onsite such that sufficient stored water is readily available during a Stage Four – Dire Water Shortage water restriction from the RCSD. The minimum five months of water storage will allow operators to continue their cultivation season from June 1<sup>st</sup> to October 15<sup>th</sup>, when RCSD water restrictions are most likely to be in place.*
  - d. In addition to the above limits, operators of indoor cannabis cultivation shall follow all water restrictions, limitations, curtailment orders, and conservation measures set by the RCSD.
  - e. Water sourced from the RCSD for cannabis cultivation irrigation shall be separately metered from other onsite property uses and activities. *Note: This will assist in monitoring, reporting, and enforcement of water use from the RCSD to ensure these requirements are being met.*
  - f. Operators of indoor cannabis cultivation who source water from the RCSD shall submit a Water Use and Storage Plan with their application to the County that includes the following:
    - i. Description of all existing or proposed onsite activities, businesses, etc., if applicable.
    - ii. Description of current service(s) and/or agreements with the RCSD.
    - iii. Description of typical monthly water usage of existing onsite activities, if applicable.
    - iv. Description of all water sources and projected monthly water demand for the indoor cannabis cultivation irrigation.
    - v. Projected monthly water demand for employees associated with proposed indoor cannabis cultivation (e.g., showers, bathrooms, etc.).
    - vi. Volume and type of proposed water storage.
    - vii. Description of how these Special Restrictions and Performance Standards will be adhered to.
  - g. Operators of Indoor Cultivation Sites must have an agreement with Pacific Gas and Electric Company (PG&E) to provide power or must have viable alternative energy source in place prior to commencing cannabis cultivation.

## Next Steps

The next steps for moving forward include the following:

- Review and discuss the proposed Special Restrictions and Performance Standards with the applicant and potentially interested landowners.
- Send letters to all business owners in the Redway Business Park and confirm interested landowners (parcels associated with the current interested landowners are shown in Attachment 1). Update map if needed.
- Set up a meeting with the RCSD to discuss and agree upon the Special Restrictions and



Performance Standards.

- Forward the agreed-upon Special Restrictions and Performance Standards and final map of interested property owners to the County for review and discussion.
- In concert with the County, proceed with CEQA review for proposed CCLUO amendment and development of the Q-zone overlay along with finalized Special Restrictions and Performance Standards.

## Attachments

Attachment 1 – Q-Zone Overlay Site Map

Attachment 2 – Redway Community Services District Water Conservation Ordinance 2018-01



# EVERGREEN EXOTICS, LLC REDWAY BUSINESS PARK EXISTING ZONING



**VICINITY MAP**  
NOT TO SCALE



**LEGEND**

- PARCEL BOUNDARY
- LOT LINE
- BUILDING SETBACK
- SMA
- DRAINAGE DITCH
- C-3-D ZONE
- MB-D ZONE
- AG-B-(5)5 ZONE
- AE ZONE

**PLOT PLAN**  
22x34 SHEET: 1"=150'  
11x17 SHEET: 1"=300'

**PROJECT INFORMATION:**

APPLICANT:  
EVERGREEN EXOTICS, LLC  
1911 BARRETT ROAD  
REDWAY, CA 95560

APPLICANTS AGENT:  
NORTHPOINT CONSULTING GROUP, INC  
1117 SAMOA BLVD.  
ARCATA, CA 95521  
(707) 798-6438

**BUILDING SETBACKS:**

	MB	SRA
FRONT	30'	30'
SIDE	30'	30'
REAR	10'	30'

SRA AREA: = YES  
IN COASTAL ZONE: = NO  
IN 100 YR FLOOD ZONE: = NO

**SHEET INDEX:**

C0 - EXISTING ZONING  
C1 - PROPOSED QUALIFIED COMBINING ZONE (Q-ZONE) OVERLAY

DATE	REVISION

**NORTHPOINT CONSULTING GROUP, INC.**  
1117 Samoa Blvd., Arcata, CA 95521

EVERGREEN EXOTICS, LLC  
REDWAY, CA, 95560  
EXISTING ZONING

PROJ MGR: POW  
DRAWN BY: LN  
DATE: 12/21/23  
SCALE: AS SHOWN

**SHEET**  
**C0**  
23-055

December 21, 2023 - 12:46 Des Name: P:\Evergreen Exotics, LLC - Jeffries MB Redway Project - 23-055\CAD\Evergreen Exotics - Site Plan.dwg Updated By: LianaMaurphin





Date: February 15, 2024

Attn: Glenn Gradin  
Redway Community Service District  
PO Box 40  
Redway, CA 95560

Service Point ID #	Service Agreement ID #
3392918605	8479275696
3260095605	8473441141
3621253705	9933882424
3392872705	0476379629
3392819505	0090771383
3260045605	8476238704
3621301705	1881790887

Dear Glenn,

We received your request to change your Essential Use Customer status for Redway Community Service District's account. Based on the information you provided, and the requirements set forth by the California Public Utilities Commission (CPUC), your account has been classified as Essential Non-Exempt.

An Essential Non-Exempt account may be on a circuit that could be included in rotating outages as ordered by the California Independent System Operator (CAISO). You may check your utility bill to determine your rotating outage block assignment.

**Rotating Outage Exception Request Procedure**

We cannot notify all customers in advance of a rotating block outage. Consequently, the first that you may know of the outage is when the lights go off. The rotating outage in any one block will typically last under 60 minutes. However, if your facility cannot be without electric service up to two hours, you should call our 24 hour number at **1-877-743-0040** and provide the following:

1. An electric service account number and/or service address and/or electric meter number for the facility needing service restoration or exemption.
2. Caller name and position of authority with the water or wastewater treatment facility.
3. Contact telephone number.
4. Nature and location of the emergency that requires the water or wastewater treatment facility's response.

If restoration of electric service to your facility is feasible; PG&E will take steps to restore your service as quickly as possible. Each rotating outage requires a separate request.

If you have any questions or would like to dispute this reclassification you should first contact PG&E to discuss within 15 days of the date of the notice; unresolved disputes may be submitted to the CPUC by complaint. Please contact your PG&E account representative or—if none has been assigned to your account—reply via email or mail within 15 days of this notice.

If we don't receive your written objection within 15 days of the date of the notice, we will consider this reclassification undisputed.

Sincerely,

Rotating Outage Representative  
Pacific Gas and Electric Company  
[EssentialCustomer@pge.com](mailto:EssentialCustomer@pge.com)

**Page Left Intentionally Blank**



Ed,

2/6/24

I have reviewed your questions and comments sent to GHD. You have not received detailed responses from GHD as the project is on hold while funding matters are addressed. Going forward, please send all your questions, comments and general correspondences through me, as indicated by the IS/MND public review process (Notice of Intent). In response to your questions and comments, I wanted to provide some information which may assist with your concerns with this project. To be clear, the absence of influent line from the IS/MND was an oversight which will be corrected.

GHD was made aware of the influent line from the Eel River Camp after the IS/MND was submitted by GHD for 30-day public review, around May 2023. As a result of this new information, GHD accounted for the influent line late in 30% design/development, and GHD re-submitted its drawings and Construction Application Package to the SWRCB in June 2023. We have not updated and recirculated the IS/MND document to address the influent line as the project is on hold. Once project funding is addressed and GHD's is reengaged, GHD will complete the design and update IS/MND to include the influent line.

In summary to the various comments you have sent:

- Confirming that, yes, Redway CSD and GHD are aware of the influent line from the Eel River Camp and has accounted for it in design, including the loading and impact it will have on the creek crossing (bridge).
- Confirming that GHD will revise the IS/MND to include this aspect of design once the project begins again. This is anticipated to result in a supplemental IS/MND.
- Confirming that GHD will be coordinating with Humboldt County Planning and other agencies and will submit the appropriate permitting documents as directed by the agencies.

I would appreciate if you can allow us time to resolve this issue when the project resumes. While it will likely be several months before the IS/MND is revised and re-circulated – understand that we have received and noted your comments and will be addressing them.

Cody Cox



GM

Redway CSD

**Page Left Intentionally Blank**

## **Redwood Region Economic Development Commission Report for January 2024**

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 funds are closely overseen by the EDA but others are used broadly towards economic development. We are using some those funds for a micro-loan program.

This month's program was presented by County Director of Economic Development, Scott Adair, with some additions by Director Dale, RREDC member and chair of the Harbor etc. District. We learned about progress on the offshore wind project. Prior to joining the County Adair he had been "on the other side of the table" working in development with Real Estate Investment Trusts. The County is looking for money to cover staff time dealing with the project and got a State grant for \$800,000 and either want or got somewhere another \$600K. There is a long time frame for the project which generated \$350 million in lease sales.

There are 2 County ad hoc committees dealing with the issues. 1 is for work force and supply chain analysis, local and regional, and is contracting out the work which is taking too long. They were still waiting after 3 weeks to work out an insurance agreement. The 2<sup>nd</sup> is a catch-all for other sectors and needs more stakeholder input. The Feds are letting us delay our Comprehensive Economic Development Strategy document completion to include wind power. There is a MOU ready to allow for cooperation with the lease holders on planning.

RREDC joined Windlink, a local supply chain initiative that also includes SBDA, the County, and various chambers of commerce as well as Apex North Accelerator. We will provide education, technical assistance, capital (our angle), and probably more. There are 12 scholarships available for a year long online wind power education program from Umass, Amhurst. I assume it is at Umass due to the proximity of the Vineyard project, a large offshore project that is starting to generate a reliable count of jobs provided by such a project. Locally, large numbers of jobs are 7 to 10 years out. There is unlikely to be manufacture of major components here just assembly.

The Harbor etc. District received \$426 million dollars through the Dept. of Transportation towards the planned heavy lift dock. Director Dale was in DC lobbying for it along with unions. The District is doing design/build and Crowley Marine Services will advise and put up another \$426 million. They will operate it, I do not know how long their lease will be for. I am guessing their financial contribution will be applied against the rent they pay the District but maybe it is in addition. Long Beach is also building a heavy lift terminal but there is expected to be more than enough demand to need both facilities. They are filling in a channel to build theirs. The Morro Bay wind project is likely to come on line well before us, partly because they can go right ashore and use the Diablo Canyon power plant transmission capacity freed up as the nuke plant is decommissioned.

A question was asked about energy prices and local reliability. Energy prices will never go down. I prefaced my question about local transmission infrastructure and if the project's distribution might happen down our corridor with the observation that the only way any project like this will serve the public's needs is if it is publicly owned and that there was more than enough Federal money available to finance any needed capital improvement. All the power

may be sent south in under sea cables though there are technical hurdles. Just to upgrade our grid may take upwards of 7 billion dollars.

There was talk of Moffet Nickel doing surveys of available Bay-adjacent industrial sites. I had never heard of this and asked if there were thoughts again of mining local Nickel laterite deposits and doing Nickel refining by the Bay. No no, everyone in the know laughed. Mr. Nickel is a partner with Mr. Moffet in their economic development consultancy. I had forgotten that we have an international trade zone at the harbor and airport where duties do not apply to things imported to it and worked on there then exported.

Mario Hernandez of Eureka was added to the executive committee. Natalie Arroyo of the County became chair and chair Benzonelli of HCSD was demoted to vice chair. Jim Biteman of McKCSD and Kimberley White of Arcata replaced Reilly Morrison and Natalie Aroyo on the loan committee. ED Foster is overseeing all the usual zoom gatherings and another focused on broadband is starting in league with Cal Poly Humboldt and Access Humboldt.

Redway's solar project is on hold pending PG&E capacity and facility upgrade power demand informations. A project to replace a scandalously undersized line is commencing.

HCSD held up well in the storm but their maintenance chief is retiring. They are about to start building Hoover Dam at the end of Hoover street to protect their pumps from the Bay and the Bay from their pumps.

Blue Lake's brewery almost floated away in the storms! A bike park is going in and traffic calming is being planned. They are selling their old corporation yard.

Ferndale's retention pond held!

Willow Creek CSD is hoping for a big new water tank. They are doing ethics training just in time for Capital improvements planning.

Manila is up in arms over the death of a homeless person in an encampment on District property.

McKinnleyville CSD has poured the foundation of their new tank. The new skate park is proving popular beyond the best projections. The acquisition of the Community Forest is almost complete. After a year PG&E has still not certified their no longer so new battery bank for hookup to the grid. No apparent reason...

College of the Redwoods has Capital improvements galore in the pipeline including a solar microgrid.

Rio Dell "has been wet with a side of l'n!". The rental inspection policy is done.

Eureka has a new police chief who must report anytime they use their stash of military grade weapons. The old Jacoby School site has developers.

Fortuna has almost finished the Rohnerville (police?) station and talks are happening about developing the old Palco mill site. The Eel River Brewery brewery is moving from Scotia to Riverwalk.

Arcata has free HTA transportation to their extreme weather shelter and a new police chief but now need a new City manager.

Humboldt County has declared a flood damage emergency, gather your data and submit it for potential reimbursement. They are developing their legislative agenda and took a position on the Potter Valley Project to support removal of dams but to support a winter diversion to the Russian river only if there is funding for Eel river restoration.

Submitted by Michael McKaskle, Redway CSD RREDC representative.



Dian E. Griffith

PO Box 533  
Redway, CA 95560-0533

Telephone (707) 923-9663  
email: [fulcrcl@hotmail.com](mailto:fulcrcl@hotmail.com)

February 12, 2024

To the Redway Community Services District Board of Directors

It is with sadness that I find it necessary to resign from the position of Board Chair immediately due to health issues that have recently come to light. I intend to remain on the board and feel I could continue as Vice Chair if that is the will of the board.

I am hopeful that these health issues can be dealt with, but at this time I need to pay attention to them and take care of my body's response to treatment.

Sincerely,

*Dian Griffith*  
Dian Griffith