

**GARBERVILLE SANITARY DISTRICT  
BOARD OF DIRECTORS MEETING  
AGENDA**

**There will be a regular meeting held by the Garberville Sanitary District Board of Directors at the  
GSD District Office  
919 Redwood DR. Garberville, CA**

**Date of Meeting: November 19<sup>th</sup>, 2019  
5:00 p.m. – Open Public Session**

*Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 919 Redwood Dr. during normal business hours.*

**I. REGULAR MEETING CALLED TO ORDER**

**II. ESTABLISHMENT OF QUORUM**

**Rio Anderson\_\_\_, Linda Brodersen\_\_\_, Doug Bryan\_\_\_, Julie Lyon\_\_\_\_\_**

**III. APPROVAL OF AGENDA - Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda.**

**IV. THE BOARD WILL ENTER CLOSED SESSION AT END OF MEETING**

**V. OPEN SESSION**

**VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE**

*Up to fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the GSD Board. Speakers are limited to 3 minutes. The GSD Board is prohibited by law from taking action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the GSD Board does not respond to public comment at this time.*

**General Public / Community Groups**

**VII. ANNOUNCEMENTS AND COMMUNICATIONS**

**REPORTS AND PRESENTATIONS** – Routine report of activities, operations, meetings / conferences held and/or attended by Board members, Staff, and General Manager

**Operations Staff-**

**Office Staff-**

**Board Members-**

**Correspondence-**

**General Manager—Ralph Emerson**

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*Government Code Section 54954.3 provides that the public will have an opportunity to address the Board on any item described on a regular or special meeting either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups*

## VIII. REGULAR AGENDA ITEMS

### A. CONSENT AGENDA

#### **Notice to the Public**

All matters listed under Consent Agenda are considered to be routine and all will be enacted by one motion and voice vote. There will be no separate discussion of these items unless the Board of Directors requests items to be removed from the Consent Agenda for separate action. Any items will be considered after the motion to approve the Consent Agenda.

- A.1 Approve Financials Date August, September 2019 - pg 5--28  
A.2 Approve Date: October 22, 2019 Regular Meeting Minutes pg 29-31  
A.3 - Operations Safety Report- pg 32-33

**Motion:** **Second:** **Vote:**

### B. GENERAL BUSINESS – Action items

#### **Notice to the Public**

The Board of Directors will allow public comment on agenda items although any person who wishes to speak on an agenda item must submit a request prior to the meeting being called to order. You will be given 5 minutes on each agenda item that you wish to comment and then the Board of Directors will discuss the item amongst themselves with no other public comment.

- B.1 SHCP-Annexation Consent Agreement and Covenant pg. 34-48  
(action required) resolution 19-013  
**Motion:** **Second:** **Vote:**
- B.2 Projects and Funding Update pg. 49-50  
(action requested)  
**Motion:** **Second:** **Vote:**
- B.3 Final Audit Report pg. 51-57  
(discussion—recommend approval)  
**Motion:** **Second:** **Vote:**
- B.4 Board Member Vacancy -----Update  
(discussion-possible action)  
**Motion:** **Second:** **Vote:**
- B.5 PG&E Power Outage Update pg. 58  
(discussion-possible action) Dan and Ralph  
**Motion:** **Second:** **Vote:**
- B.6 Late Payment Customer Process pg.59  
(discussion—possible action)  
**Motion:** **Second:** **Vote:**
- B.7 2018 Consumer Confidence Report pg. 60-61  
(information- discussion)
- B.8 Telemetry and Alarm Update pg. 62  
(information Only)  
**Motion:** **Second:** **Vote:**

**C. POLICY REVISION / ADOPTION**

C.1 Updated Water Ordinance Completed  
(discussion possible action)

pg 63-83

**Motion:**                      **Second:**                      **Vote:**

**IX. CLOSED SESSION**

A. No Items For Closed Session

**X. RETURN TO OPEN SESSION**

Report of any actions taken in Closed Session

**XI. ITEMS FOR NEXT BOARD MEETING**

1. Rate Study Update
2. Board Member Vacancy
3. Humboldt County Water Use Comparisons
- 4.

**XII. ADJOURNMENT**

Posting of Notice at the District Office no later than Date: November 15, 2019, Agenda is emailed to the local newspapers and those who have requested an agenda in writing or e-mail.

*In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Garberville Sanitary District Office at (707)923-9566 at least 48 hours in advance.*

**Garberville Sanitary District  
PO Box 211  
Garberville, CA. 95542  
(707)923-9566**

**GENERAL MANAGER REPORT**

Date: November 19, 2019

We have worked very hard to meet all of the challenges this past month, with multiple water leaks, infrastructure improvements and equipment repairs, while preparing and submitting multiple reports for regulatory compliance.

The GSD staff has stepped up to assist each other while working the hours required and not complaining. I cannot Thank them enough for taking care of GSD business, especially during important and emergency situations.

You may have noticed that a certain individual has linked us to a customer's water use of which we have no control and are completely unaware, yet this individual continues to publically complain that we are involved. We are no more aware of what this customer does than Cal-Fire, Cal-Trans, the Fire Department, commercial businesses or any other customer that fills containers, bottles or trucks out of their water faucet and use it wherever they choose.

There is no State Code which tells a customer how much water they can use or where they can use it.

We are prohibited from selling "Bulk Water" and we do not sell or provide "Bulk Water" to anybody despite what this individual alleges.

We have received multiple inquiries from people interested in starting new businesses in Garberville or expanding existing businesses during this next year but I have no formal proposals at this time and will keep you up to date as I receive them.

Respectfully Submitted:

Ralph Emerson



# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: November 19, 2019  
 To: Garberville Sanitary District Board of Directors  
 From: Jennie Short, Consultant Project Manager  
 Subject: August 2019 Financial Statements

### GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for August 2019. They are preliminary until the audit is finalized and the audit entries are made.

Table 1. Overview of the “Combined Revenue & Expense Report for Board”

Description	Annual Budget	YTD Actual	YTD Budget	YTD Difference	☹
Total Revenue	976,520.00	163,380.66	168,240.26	(4,859.60)	☹
Total Expenses	1,269,091.00	228,954.25	211,173.48	17,780.77	☹
Net Income (excluding Depreciation)	(292,571.00)	(65,573.59)	(42,933.22)	(22,640.37)	☹
Payroll	383,338.00	48,779.15	47,736.66	1,042.49	☹
Repair & Maintenance	48,500.00	26,575.12	8,083.32	18,491.80	☹

As can be seen on the “Statement of Cash Flows Report for Board - August 2019” and the “Balance Sheet Report for Board As of August 2019”:

- Net cash **DECREASE** for August is \$ **39,851.40**, and the year to date cash **DECREASE** is \$77,740.84. This is made up of the annual payment on worker’s compensation/liability insurance, the purchase of a utility truck, and the repair of the waterline on Conger at Redwood Drive.
- Expenditures for fixed asset acquisition so far this year total \$ **40,034.33**.
- Total payments on loans so far this year total \$**32,617.37** of an expected year-end total of \$**164,903**.
- Total payroll costs are just slightly higher than the YTD budgeted amount.
- The overtime wages are just slightly higher than the YTD budgeted amount.
- The repair and maintenance expenses are way over the YTD budgeted amount. The overage is because of a water leak at Conger & Redwood that needed to be fixed and the installation of water valves at the location. Should no further large R&M expenses be incurred, then the annual total at the end of the year should be under the final budget.

### RECOMMENDED BOARD ACTIONS

Review the reports and approve them with the consent agenda.

## ATTACHMENTS

1. Statement of Cash Flows - Current Month and Fiscal Year to Date
2. Balance Sheet with Comparison between Current month and Fiscal Year ending June 30, 2018
3. Revenue and Expense Report - Combined Report for Water & Sewer containing current month actual, fiscal year to date actual, and annual budget
4. Check Register Report for all checks issued in August 2019

	YTD	AUG 2019
<b>OPERATING ACTIVITIES</b>		
Net Income	(65,573.59)	(41,090.76)
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	240.00	240.00
1100 · Accounts Receivable	(5,375.25)	(3,314.03)
1110 · Accts Receivable Over Payments	836.28	(124.99)
1500 · Prepaid Insurance	(22,462.48)	2,246.24
1501 · Prepaid Workers Comp	(6,740.78)	692.57
1510 · Prepaid Licenses and Permits	(16,350.00)	1,635.00
2000 · Accounts Payable	8,089.84	2,938.18
20000 · Accounts Payable	19,620.00	
2300 · Service Deposits	500.00	400.00
Net cash provided by Operating Activities	(87,215.98)	(36,377.79)
<b>INVESTING ACTIVITIES</b>		
Vehicles	(40,034.33)	(40,034.33)
Accumulated Depreciation-Water	52,340.92	26,170.46
Accumulated Depreciation-Sewer	29,785.92	14,892.96
Net cash provided by Investing Activities	42,092.51	1,029.09
<b>FINANCING ACTIVITIES</b>		
2500 · N/P - SWRCB	(23,630.72)	
2605 · RCAC Loan #6200-GSD-02	(8,810.00)	(4,414.16)
2655 · Lease Payable - Copier	(176.65)	(88.54)
Net cash provided by Financing Activities	(32,617.37)	(4,502.70)
Net cash increase for period	(77,740.84)	(39,851.40)
Cash at beginning of period	924,987.95	887,098.51
Cash at end of period	847,247.11	847,247.11

	Jun 30, 19	Aug 31, 19	Difference	Notes
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
1005 · Umpqua Checking - Operating	135,036.46	57,240.85	(77,795.61)	
1006 · Umpqua System Reserve - Water	25,738.24	25,753.55	15.31	
1007 · Umpqua System Reserve - Sewer	31,183.83	31,202.37	18.54	
1011 · Water Enterprise Fund	46,680.32	46,708.08	27.76	
1030 · County Treasury - Sewer Reserve	440,039.31	440,039.31	0.00	
1031 · County Treasury - Water Reserve	246,071.74	246,071.74	0.00	
1040 · Petty Cash	39.51	39.51	0.00	
1050 · Cash Drawer	198.54	191.70	(6.84)	
<b>Total Checking/Savings</b>	<b>924,987.95</b>	<b>847,247.11</b>	<b>(77,740.84)</b>	
Accounts Receivable				
11000 · Accounts Receivable - Other	1,415.00	1,175.00	(240.00)	
<b>Total Accounts Receivable</b>	<b>1,415.00</b>	<b>1,175.00</b>	<b>(240.00)</b>	
Other Current Assets				
1111 · Insurance Proceeds Receivable	0.00	0.00	0.00	
1100 · Accounts Receivable				
1110 · Accts Receivable Over Payments	(1,208.29)	(2,044.57)	(836.28)	
1100 · Accounts Receivable - Other	97,849.33	103,224.58	5,375.25	
<b>Total 1100 · Accounts Receivable</b>	<b>96,641.04</b>	<b>101,180.01</b>	<b>4,538.97</b>	
1500 · Prepaid Insurance	3,342.54	25,805.02	22,462.48	
1501 · Prepaid Workers Comp	0.00	6,740.78	6,740.78	
1502 · Prepaid Expenses	0.00	0.00	0.00	
1510 · Prepaid Licenses and Permits	0.00	16,350.00	16,350.00	
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00	
<b>Total Other Current Assets</b>	<b>94,983.58</b>	<b>145,075.81</b>	<b>50,092.23</b>	
<b>Total Current Assets</b>	<b>1,021,386.53</b>	<b>993,497.92</b>	<b>(27,888.61)</b>	
Fixed Assets				
CIP - CCC Replace - Insurance	(350,525.62)	(350,525.62)	0.00	
CIP-Meas-Z-Fire Hydrant Replace	70,000.00	70,000.00	0.00	
CIP-CL2 Contact Chamber Replace	350,525.62	350,525.62	0.00	
CIP - SWTP Coag Project	4,806.26	4,806.26	0.00	
CIP - Leino Ln	585.00	585.00	0.00	
CIP - Bear Canyon Aerial	2,766.06	2,766.06	0.00	
WATER				
Land - Water	88,698.62	88,698.62	0.00	
Water Easements & Intangibles	177,397.11	177,397.11	0.00	
Treatment	65,382.17	65,382.17	0.00	
Distribution	2,712,614.17	2,712,614.17	0.00	
Pumps	2,909.87	2,909.87	0.00	
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00	
<b>Total WATER</b>	<b>8,015,106.82</b>	<b>8,015,106.82</b>	<b>0.00</b>	
<b>Water System</b>	<b>142,474.97</b>	<b>142,474.97</b>	<b>0.00</b>	
SEWER				
Land - Sewer	129,810.68	129,810.68	0.00	
Collection	2,387,355.88	2,387,355.88	0.00	
Treatment	507,552.59	507,552.59	0.00	
Pumps	13,908.96	13,908.96	0.00	
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00	
<b>Total SEWER</b>	<b>5,831,080.02</b>	<b>5,831,080.02</b>	<b>0.00</b>	



	Jun 30, 19	Aug 31, 19	Difference	Notes
CIP - Wallan Road Tank	13,789.78	13,789.78	0.00	
Office Equipment	32,004.40	32,004.40	0.00	
Equipment	158,306.60	158,306.60	0.00	
Vehicles	81,171.66	121,205.99	40,034.33	Purch. Utility Truck
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00	
Accumulated Depreciation-Water	(1,866,415.30)	(1,918,756.22)	(52,340.92)	
Accumulated Depreciation-Sewer	(1,990,685.10)	(2,020,471.02)	(29,785.92)	
<b>Total Fixed Assets</b>	<b>10,652,358.25</b>	<b>10,610,265.74</b>	<b>(42,092.51)</b>	
<b>TOTAL ASSETS</b>	<b>11,673,744.78</b>	<b>11,603,763.66</b>	<b>(69,981.12)</b>	
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2000 · Accounts Payable	13,511.11	21,600.95	8,089.84	
<b>Total Accounts Payable</b>	<b>13,511.11</b>	<b>21,600.95</b>	<b>8,089.84</b>	
<b>Other Current Liabilities</b>				
2300 · Service Deposits	5,100.00	5,600.00	500.00	
20000 · Accounts Payable	0.00	19,620.00	19,620.00	
2205 · Accrued Simple	(41.46)	(41.46)	0.00	
2230 · Accrued Vacation	25,652.28	25,652.28	0.00	
2250 · Loans Payable - Current Portion	92,043.91	92,043.91	0.00	
<b>Total Other Current Liabilities</b>	<b>122,754.73</b>	<b>142,874.73</b>	<b>20,120.00</b>	
<b>Total Current Liabilities</b>	<b>136,265.84</b>	<b>164,475.68</b>	<b>28,209.84</b>	
<b>Long Term Liabilities</b>				
2500 · N/P - SWRCB	122,974.63	99,343.91	(23,630.72)	1 of 2 payment
2605 · RCAC Loan #6200-GSD-02	77,272.82	68,462.82	(8,810.00)	2 of 12 pmts
2655 · Lease Payable - Copier	535.15	358.50	(176.65)	2 of 12 pmts
2700 · SRF Loan - Water	1,218,532.74	1,218,532.74	0.00	
2900 · Less Current Portion	(92,043.91)	(92,043.91)	0.00	
<b>Total Long Term Liabilities</b>	<b>1,327,271.43</b>	<b>1,294,654.06</b>	<b>(32,617.37)</b>	
<b>Total Liabilities</b>	<b>1,463,537.27</b>	<b>1,459,129.74</b>	<b>(4,407.53)</b>	
<b>Equity</b>				
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00	
3100 · Retained Earnings	4,373,192.52	4,080,715.76	(292,476.76)	
Net Income	(292,476.76)	(65,573.59)	226,903.17	
<b>Total Equity</b>	<b>10,210,207.51</b>	<b>10,144,633.92</b>	<b>(65,573.59)</b>	
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>11,673,744.78</b>	<b>11,603,763.66</b>	<b>(69,981.12)</b>	

	Current Month Aug 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	28,314.22	57,536.32	59,705.93	300,000.00	(2,169.61)
4110 · Commercial	19,778.40	38,906.51	43,784.35	220,000.00	(4,877.84)
Total Water Charges	48,092.62	96,442.83	103,490.28	520,000.00	(7,047.45)
4200 · Sewer Charges	32,096.86	63,529.92	60,833.34	365,000.00	2,696.58
4300 · Connection Fees	0.00	0.00	0.00	40,000.00	0.00
4650 · Late Charges	1,170.00	2,505.00	1,583.32	9,500.00	921.68
4700 · Other Operating Revenue	340.00	840.00	833.32	5,000.00	6.68
Total Income	81,699.48	163,317.75	166,740.26	939,500.00	(3,422.51)
Gross Profit	81,699.48	163,317.75	166,740.26	939,500.00	(3,422.51)
Expense					
Administrative and General					
5000 · Advertising	0.00	0.00	58.32	350.00	(58.32)
5005 · Bad Debts	160.00	190.00	583.32	3,500.00	(393.32)
5010 · Bank Charges					
5012 · Merchant Account Fees	234.77	496.98	433.32	2,600.00	63.66
5010 · Bank Charges - Other	166.90	302.14	316.68	1,900.00	(14.54)
Total 5010 · Bank Charges	401.67	799.12	750.00	4,500.00	49.12
5020 · Directors Fees	0.00	0.00	333.32	2,000.00	(333.32)
5030 · Dues and Memberships	0.00	150.00	641.68	3,850.00	(491.68)
5035 · Education and Training	211.68	211.68	500.00	3,000.00	(288.32)
5036 · Education and Training - B.O.D.	0.00	0.00	50.00	300.00	(50.00)
Insurance					
5040 · Liability	2,246.24	4,492.48	4,492.48	26,954.96	0.00
5050 · Workers' Comp	1,365.75	1,985.11	1,341.66	8,050.00	643.45
5055 · Health					
5055.1 · Employee Portion	(607.62)	(1,215.24)	(1,300.00)	(7,800.00)	84.76
5055 · Health - Other	3,342.54	6,685.08	7,300.00	43,800.00	(614.92)
Total 5055 · Health	2,734.92	5,469.84	6,000.00	36,000.00	(530.16)
Total Insurance	6,346.91	11,947.43	11,834.14	71,004.96	113.29
5060 · Licenses, Permits, and Fees	1,635.00	3,270.00	3,333.34	20,000.00	(63.34)
5065 · Auto	15.00	38.79	416.68	2,500.00	(377.89)
5070 · Miscellaneous	0.00	0.00	16.68	100.00	(16.68)
5080 · Office Expense	251.56	791.34	1,166.68	7,000.00	(375.34)
5085 · Outside Services	627.44	1,141.02	1,441.68	8,650.00	(300.66)
5090 · Payroll Taxes	2,183.74	4,186.00	4,869.66	29,218.00	(683.66)
5100 · Postage	267.46	766.25	466.68	2,800.00	299.57
5110 · Professional Fees	5,999.84	12,441.10	12,533.32	75,200.00	(92.22)
5120 · Property Taxes	0.00	0.00	0.00	50.00	0.00
5125 · Repairs and Maintenance	29.49	29.49	83.32	500.00	(53.83)
5130 · Rents	835.00	2,505.00	1,670.00	10,020.00	835.00
5135 · Retirement	658.43	1,279.93	1,275.00	7,650.00	4.93
5137 · Supplies	0.00	0.00	200.00	1,200.00	(200.00)
5140 · Telephone	839.31	1,774.92	1,854.16	11,125.00	(79.24)
5145 · Tools	0.00	0.00	333.32	2,000.00	(333.32)

	Current Month Aug 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5150 · Travel and Meetings	26.11	26.11	166.68	1,000.00	(140.57)
5155 · Utilities	270.85	711.67	500.00	3,000.00	211.67
5160 · Wages					
5165 · Wages - Overtime	373.50	727.88	333.32	2,000.00	394.56
5160 · Wages - Other	12,037.18	24,458.87	26,870.00	161,220.00	(2,411.13)
Total 5160 · Wages	12,410.68	25,186.75	27,203.32	163,220.00	(2,016.57)
5170 · Vacation Accrual Adjustment	0.00	0.00		2,000.00	0.00
Total Administrative and General	33,170.17	67,446.60	72,281.30	435,737.96	(4,834.70)
Sewage Collection					
6010 · Fuel	151.68	306.45	470.20	2,821.25	(163.75)
6030 · Repairs and Maintenance	3,104.94	3,104.94	1,333.34	8,000.00	1,771.60
6040 · Supplies	5.70	5.70	500.00	3,000.00	(494.30)
6050 · Utilities	272.72	866.32	833.34	5,000.00	32.98
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	84.00	676.50	333.34	2,000.00	343.16
6060 · Wages - Other	2,376.83	4,718.08	5,000.00	30,000.00	(281.92)
Total 6060 · Wages	2,460.83	5,394.58	5,333.34	32,000.00	61.24
Total Sewage Collection	5,995.87	9,677.99	8,470.22	50,821.25	1,207.77
Sewage Treatment					
6075 · Fuel	151.68	306.45	470.20	2,821.25	(163.75)
6080 · Monitoring	0.00	0.00	1,166.66	7,000.00	(1,166.66)
6100 · Repairs and Maintenance	2,593.36	2,607.11	1,666.66	10,000.00	940.45
6110 · Supplies	0.00	23.69	1,583.34	9,500.00	(1,559.65)
6120 · Utilities	706.89	2,115.89	1,533.34	9,200.00	582.55
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmer	0.00	0.00	166.66	1,000.00	(166.66)
6130 · Wages - Other	3,633.42	7,638.47	4,166.66	25,000.00	3,471.81
Total 6130 · Wages	3,633.42	7,638.47	4,333.32	26,000.00	3,305.15
Total Sewage Treatment	7,085.35	12,691.61	10,753.52	64,521.25	1,938.09
Water Trans and Distribution					
7075 · Fuel	151.68	306.45	470.20	2,821.25	(163.75)
7090 · Repairs and Maintenance	18,345.38	19,609.02	2,500.00	15,000.00	17,109.02
7100 · Supplies	7.33	2,324.40	2,000.00	12,000.00	324.40
7110 · Utilities	667.70	1,845.60	1,533.34	9,200.00	312.26
7120 · Wages					
7125 · Wages - Overtime Water Trans &	1,632.50	1,944.50	833.34	5,000.00	1,111.16
7120 · Wages - Other	4,008.85	7,054.70	5,000.00	30,000.00	2,054.70
Total 7120 · Wages	5,641.35	8,999.20	5,833.34	35,000.00	3,165.86
Total Water Trans and Distribution	24,813.44	33,084.67	12,336.88	74,021.25	20,747.79
Water Treatment					
7020 · Fuel	151.70	306.50	470.20	2,821.25	(163.70)
7010 · Monitoring	150.00	530.00	583.34	3,500.00	(53.34)
7030 · Repairs and Maintenance	1,224.56	1,224.56	2,500.00	15,000.00	(1,275.44)
7040 · Supplies	35.82	35.82	2,333.34	14,000.00	(2,297.52)
7050 · Utilities	4,646.74	10,510.21	7,666.66	46,000.00	2,843.55
7060 · Wages					
7065 · Wages - Overtime Water Treatmer	90.00	180.00	1,000.00	6,000.00	(820.00)

	Current Month Aug 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7060 · Wages - Other	2,978.42	4,909.03	6,700.00	40,200.00	(1,790.97)
Total 7060 · Wages	3,068.42	5,089.03	7,700.00	46,200.00	(2,610.97)
Total Water Treatment	9,277.24	17,696.12	21,253.54	127,521.25	(3,557.42)
Total Expense	80,342.07	140,596.99	125,095.46	752,622.96	15,501.53
Net Ordinary Income	1,357.41	22,720.76	41,644.80	186,877.04	(18,924.04)
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	0.00	0.00	25,500.00	0.00
8020 · Unsecured	0.00	0.00	0.00	1,900.00	0.00
8025 · Prior Years	0.00	0.00	0.00	10.00	0.00
8030 · Supplemental - Current	0.00	0.00	0.00	250.00	0.00
8035 · Supplemental - Prior Years	0.00	0.00	0.00	50.00	0.00
Total Property Tax Revenue	0.00	0.00	0.00	27,710.00	0.00
8060 · Interest Income	30.81	61.61	1,500.00	9,000.00	(1,438.39)
8070 · Other Non-Operating Revenue	1.30	1.30			1.30
9030 · Homeowners' Tax Relief	0.00	0.00	0.00	310.00	0.00
Total Other Income	32.11	62.91	1,500.00	37,020.00	(1,437.09)
Other Expense					
9010 · Other Expenses	1,137.50	3,167.50	0.00	0.00	3,167.50
9040 · Depreciation	41,063.42	82,126.84	84,166.66	505,000.00	(2,039.82)
9050 · Interest Expense	394.16	3,177.72	1,911.36	11,468.04	1,266.36
9999 · Suspense	(114.80)	(114.80)	0.00	0.00	(114.80)
Total Other Expense	42,480.28	88,357.26	86,078.02	516,468.04	2,279.24
Net Other Income	(42,448.17)	(88,294.35)	(84,578.02)	(479,448.04)	(3,716.33)
Net Income	(41,090.76)	(65,573.59)	(42,933.22)	(292,571.00)	(22,640.37)
9040 · Depreciation	41,063.42	82,126.84	84,166.66	505,000.00	(2,039.82)
Net Income excluding Depreciation	(27.34)	16,553.25	41,233.44	212,429.00	(24,680.19)

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**August 2019**

Date	Num	Memo	Amount
<b>101 Netlink</b>			
08/20/2019	10056		-196.00
Total 101 Netlink			-196.00
<b>Amazon.com</b>			
08/22/2019	DBT		-29.49
08/26/2019	DBT		-173.44
Total Amazon.com			-202.93
<b>Blue Star Gas</b>			
08/27/2019	10060		-11.00
Total Blue Star Gas			-11.00
<b>Capital Bank &amp; Trust</b>			
08/05/2019	EFT	025158148	-325.98
08/05/2019	EFT	557880519	-845.10
08/20/2019	EFT	557880519	-853.53
08/20/2019	EFT	025158148	-332.45
Total Capital Bank & Trust			-2,357.06
<b>Copiers Plus</b>			
08/05/2019	10029		-332.44
Total Copiers Plus			-332.44
<b>CUMMINS PACIFIC LLC.</b>			
08/20/2019	10057		-1,225.10
Total CUMMINS PACIFIC LLC.			-1,225.10
<b>Dazey's Building Center</b>			
08/20/2019	10059		-24.45
Total Dazey's Building Center			-24.45
<b>EDD</b>			
08/05/2019	EFT	499-0538-3	-686.78
08/05/2019	EFT	499-0538-3	-55.32
08/20/2019	EFT	499-0538-3	-667.44
08/20/2019	EFT	499-0538-3	-46.50
Total EDD			-1,456.04
<b>Fluentstream Tech</b>			
08/05/2019	10030		-113.30
Total Fluentstream Tech			-113.30
<b>Frontier Communications</b>			
08/13/2019	10046		-348.89
Total Frontier Communications			-348.89
<b>Glacier Water Vending</b>			
08/06/2019	DBT		-2.35
08/06/2019	DBT		-2.35
Total Glacier Water Vending			-4.70
<b>Harland Clarke Check Order</b>			
08/06/2019	DBT		-263.18
Total Harland Clarke Check Order			-263.18
<b>HughesNet</b>			
08/13/2019	DBT		-104.29
Total HughesNet			-104.29

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**August 2019**

Date	Num	Memo	Amount
<b>IRS</b>			
08/05/2019	EFT	68-0296323	-3,350.76
08/20/2019	EFT	68-0296323	-3,241.08
Total IRS			-6,591.84
<b>Jennie Short</b>			
08/27/2019	10061		-4,986.70
Total Jennie Short			-4,986.70
<b>KEENAN SUPPLY</b>			
08/13/2019	10036		-2,304.85
Total KEENAN SUPPLY			-2,304.85
<b>Lori Ruiz</b>			
08/20/2019	10058		-200.00
Total Lori Ruiz			-200.00
<b>Marriott ,Anaheim</b>			
08/29/2019	DBT		-211.68
Total Marriott ,Anaheim			-211.68
<b>Melissa Martini</b>			
08/29/2019	10068		-15.00
Total Melissa Martini			-15.00
<b>NAPA</b>			
08/13/2019	10047		-19.04
Total NAPA			-19.04
<b>North Coast Laboratories Ltd.</b>			
08/15/2019	10048		-445.00
Total North Coast Laboratories Ltd.			-445.00
<b>Owsley Electric</b>			
08/27/2019	10062		-1,559.60
Total Owsley Electric			-1,559.60
<b>Pacific Auto Center</b>			
08/06/2019	10034		-40,727.33
Total Pacific Auto Center			-40,727.33
<b>PG&amp;E</b>			
08/13/2019	10037		-6,358.38
Total PG&E			-6,358.38
<b>Pitney Bowes Purchase Power</b>			
08/27/2019	10063		-262.27
Total Pitney Bowes Purchase Power			-262.27
<b>Postmaster</b>			
08/26/2019	DBT		-5.19
Total Postmaster			-5.19
<b>Ralph Emerson</b>			
08/27/2019	10064		-50.00
Total Ralph Emerson			-50.00
<b>Rays Food Place</b>			

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**August 2019**

Date	Num	Memo	Amount
08/27/2019	DBT		-26.11
Total Rays Food Place			-26.11
<b>Recology Humboldt County</b>			
08/05/2019	10031		-12.00
08/13/2019	10038		-16.29
08/27/2019	10065		-12.67
Total Recology Humboldt County			-40.96
<b>Redwood Merchant Services</b>			
08/03/2019	10187		-118.31
08/31/2019			-135.86
Total Redwood Merchant Services			-254.17
<b>RENNER</b>			
08/10/2019	DBT		-606.74
Total RENNER			-606.74
<b>Rural Community Assistance Program</b>			
08/01/2019	DBT		-4,717.81
Total Rural Community Assistance Program			-4,717.81
<b>SDRMA</b>			
08/05/2019	10032		-332.52
08/13/2019	10039		-3,010.02
Total SDRMA			-3,342.54
<b>Sentry III Center</b>			
08/27/2019	10066		-835.00
Total Sentry III Center			-835.00
<b>Staples Credit Plan</b>			
08/13/2019	10040		-43.70
Total Staples Credit Plan			-43.70
<b>Streamline Inc</b>			
08/13/2019	10041		-100.00
Total Streamline Inc			-100.00
<b>The Mitchell Law Firm, LLP</b>			
08/13/2019	10045		-2,633.00
Total The Mitchell Law Firm, LLP			-2,633.00
<b>Umpqua Bank</b>			
08/20/2019	10186		-135.24
Total Umpqua Bank			-135.24
<b>Underground Service Alert</b>			
08/13/2019	10042		-150.00
Total Underground Service Alert			-150.00
<b>US Cellular</b>			
08/05/2019	10033		-256.30
Total US Cellular			-256.30
<b>Wahlund Construction, Inc.</b>			
08/27/2019	10067		-15,126.75
Total Wahlund Construction, Inc.			-15,126.75

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**August 2019**

Date	Num	Memo	Amount
<b>Wells Fargo</b>			
08/13/2019	10043		-90.51
Total Wells Fargo			-90.51
<b>Wyatt &amp; Whitchurch, E.A. Inc.</b>			
08/07/2019	10035		-756.00
08/13/2019	10044		-851.56
Total Wyatt & Whitchurch, E.A. Inc.			-1,607.56
<b>WYCKOFF'S Inc</b>			
08/19/2019	10049		-44.81
Total WYCKOFF'S Inc			-44.81
<b>Arreguin, Daniel J</b>			
08/05/2019	10023		-2,727.29
08/20/2019	10050		-2,858.95
Total Arreguin, Daniel J			-5,586.24
<b>Curnow, Laura B</b>			
08/05/2019	10024		-215.82
08/20/2019	10051		-100.43
Total Curnow, Laura B			-316.25
<b>Emerson, Ralph K</b>			
08/05/2019	10025		-2,448.78
08/20/2019	10052		-2,448.78
Total Emerson, Ralph K			-4,897.56
<b>Miller, Brian A</b>			
08/05/2019	10026		-2,140.05
08/20/2019	10053		-2,154.24
Total Miller, Brian A			-4,294.29
<b>Nieto, Mary</b>			
08/05/2019	10027		-1,549.55
08/20/2019	10054		-1,246.31
Total Nieto, Mary			-2,795.86
<b>Ruiz, Ricardo</b>			
08/05/2019	10028		-583.19
08/20/2019	10055		-570.92
Total Ruiz, Ricardo			-1,154.11
<b>TOTAL</b>			<b>-119,431.77</b>





# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: November 19, 2019  
 To: Garberville Sanitary District Board of Directors  
 From: Jennie Short, Consultant Project Manager  
 Subject: September 2019 Financial Statements

### GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for September 2019. They are preliminary until the audit is finalized and the audit entries are made.

Table 1. Overview of the “Combined Revenue & Expense Report for Board”

Description	Annual Budget	YTD Actual	YTD Budget	YTD Difference	☹
Total Revenue	976,520.00	252,170.85	256,563.85	(4,393.00)	☹
Total Expenses	1,269,091.00	336,757.94	316,760.22	19,997.72	☹
Net Income (excluding Depreciation)	(292,571.00)	(84,587.09)	(60,196.37)	(24,390.72)	☹
Payroll	383,338.00	98,123.95	95,834.46	2,289.49	☹
Repair & Maintenance	48,500.00	30,071.14	12,124.98	17,946.16	☹

As can be seen on the “Statement of Cash Flows Report for Board - September 2019” and the “Balance Sheet Report for Board As of September 2019”:

- In general water revenues are under budget (\$7400 shortfall) and getting worse each month, expenses are over budget, plus the purchase of the truck has resulted in a significant negative cash flow (\$46,398.84) to end the first quarter. Hopefully as the year progresses, this outlook will get better.
- Net **cash INCREASE** for September is \$ 31,342, and the year to date cash **DECREASE** is \$46,398.84. This is made up of mainly the purchase of the utility truck and the repair of the waterline on Conger at Redwood Drive.
- Expenditures for fixed asset acquisition so far this year total \$ 40,034.33.
- Total payments on loans so far this year total \$37,138.89 of an expected year-end total of \$164,903.
- Total payroll costs are just slightly higher than the YTD budgeted amount.
- The overtime wages are higher than the YTD budgeted amount and are growing.
- The repair and maintenance expenses are way over the YTD budgeted amount. The overage is because of a water leak at Conger & Redwood that needed to be fixed and the installation of water valves at the location. Should no further large R&M expenses be incurred, then the annual total at the end of the year should be under the final budget.

## RECOMMENDED BOARD ACTIONS

Review the reports and approve them with the consent agenda.

## ATTACHMENTS

1. Statement of Cash Flows - Current Month and Fiscal Year to Date
2. Balance Sheet with Comparison between Current month and Fiscal Year ending June 30, 2018
3. Revenue and Expense Report - Combined Report for Water & Sewer containing current month actual, fiscal year to date actual, and annual budget
4. Check Register Report for all checks issued in September 2019

	<u>Jul - Sep 19</u>	<u>Sep 19</u>
<b>OPERATING ACTIVITIES</b>		
Net Income	(84,587.09)	(19,013.50)
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	240.00	0.00
1100 · Accounts Receivable	(2,649.19)	2,726.06
1110 · Accts Receivable Over Payments	453.32	(382.96)
1500 · Prepaid Insurance	(20,216.26)	2,246.22
1501 · Prepaid Workers Comp	(5,992.85)	747.93
1510 · Prepaid Licenses and Permits	(14,715.00)	1,635.00
2000 · Accounts Payable	15,031.19	6,941.35
20000 · Accounts Payable	19,620.00	0.00
2300 · Service Deposits	400.00	(100.00)
Net cash provided by Operating Activities	<u>(92,415.88)</u>	<u>(5,199.90)</u>
<b>INVESTING ACTIVITIES</b>		
Vehicles	(40,034.33)	0.00
Accumulated Depreciation-Water	78,511.38	26,170.46
Accumulated Depreciation-Sewer	44,678.88	14,892.96
Net cash provided by Investing Activities	<u>83,155.93</u>	<u>41,063.42</u>
<b>FINANCING ACTIVITIES</b>		
2500 · N/P - SWRCB	(23,630.72)	0.00
2605 · RCAC Loan #6200-GSD-02	(13,242.55)	(4,432.55)
2655 · Lease Payable - Copier	(265.62)	(88.97)
Net cash provided by Financing Activities	<u>(37,138.89)</u>	<u>(4,521.52)</u>
Net cash increase for period	<u>(46,398.84)</u>	<u>31,342.00</u>
Cash at beginning of period	<u>924,987.95</u>	<u>847,247.11</u>
Cash at end of period	<u><u>878,589.11</u></u>	<u><u>878,589.11</u></u>

	Jun 30, 19	Sep 30, 19	Difference	Notes
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
1005 · Umpqua Checking - Operating	135,036.46	87,524.47	(47,511.99)	
1006 · Umpqua System Reserve - Water	25,738.24	25,760.96	22.72	
1007 · Umpqua System Reserve - Sewer	31,183.83	31,211.35	27.52	
1011 · Water Enterprise Fund	46,680.32	46,721.51	41.19	
1030 · County Treasury - Sewer Reserve	440,039.31	441,067.87	1,028.56	
1031 · County Treasury - Water Reserve	246,071.74	246,071.74	0.00	
1040 · Petty Cash	39.51	39.51	0.00	
1050 · Cash Drawer	198.54	191.70	(6.84)	
<b>Total Checking/Savings</b>	<b>924,987.95</b>	<b>878,589.11</b>	<b>(46,398.84)</b>	
Accounts Receivable				
11000 · Accounts Receivable - Other	1,415.00	1,175.00	(240.00)	
<b>Total Accounts Receivable</b>	<b>1,415.00</b>	<b>1,175.00</b>	<b>(240.00)</b>	
Other Current Assets				
1111 · Insurance Proceeds Receivable	0.00	0.00	0.00	
1100 · Accounts Receivable				
1110 · Accts Receivable Over Payments	(1,208.29)	(1,661.61)	(453.32)	
1100 · Accounts Receivable - Other	97,849.33	100,498.52	2,649.19	
<b>Total 1100 · Accounts Receivable</b>	<b>96,641.04</b>	<b>98,836.91</b>	<b>2,195.87</b>	
1500 · Prepaid Insurance	3,342.54	23,558.80	20,216.26	
1501 · Prepaid Workers Comp	0.00	5,992.85	5,992.85	
1502 · Prepaid Expenses	0.00	0.00	0.00	
1510 · Prepaid Licenses and Permits	0.00	14,715.00	14,715.00	
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00	
<b>Total Other Current Assets</b>	<b>94,983.58</b>	<b>138,103.56</b>	<b>43,119.98</b>	
<b>Total Current Assets</b>	<b>1,021,386.53</b>	<b>1,017,867.67</b>	<b>(3,518.86)</b>	
Fixed Assets				
CIP - CCC Replace - Insurance	(350,525.62)	(350,525.62)	0.00	
CIP-Meas-Z-Fire Hydrant Replace	70,000.00	70,000.00	0.00	
CIP-CL2 Contact Chamber Replace	350,525.62	350,525.62	0.00	
CIP - SWTP Coag Project	4,806.26	4,806.26	0.00	
CIP - Leino Ln	585.00	585.00	0.00	
CIP - Bear Canyon Aerial	2,766.06	2,766.06	0.00	
WATER				
Land - Water	88,698.62	88,698.62	0.00	
Water Easements & Intangibles	177,397.11	177,397.11	0.00	
Treatment	65,382.17	65,382.17	0.00	
Distribution	2,712,614.17	2,712,614.17	0.00	
Pumps	2,909.87	2,909.87	0.00	
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00	
<b>Total WATER</b>	<b>8,015,106.82</b>	<b>8,015,106.82</b>	<b>0.00</b>	
Water System	142,474.97	142,474.97	0.00	
SEWER				
Land - Sewer	129,810.68	129,810.68	0.00	
Collection	2,387,355.88	2,387,355.88	0.00	
Treatment	507,552.59	507,552.59	0.00	
Pumps	13,908.96	13,908.96	0.00	
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00	
<b>Total SEWER</b>	<b>5,831,080.02</b>	<b>5,831,080.02</b>	<b>0.00</b>	

	Jun 30, 19	Sep 30, 19	Difference	Notes
CIP - Wallan Road Tank	13,789.78	13,789.78	0.00	
Office Equipment	32,004.40	32,004.40	0.00	
Equipment	158,306.60	158,306.60	0.00	
Vehicles	81,171.66	121,205.99	40,034.33	Purch. Utility Truck
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00	
Accumulated Depreciation-Water	(1,866,415.30)	(1,944,926.68)	(78,511.38)	
Accumulated Depreciation-Sewer	(1,990,685.10)	(2,035,363.98)	(44,678.88)	
<b>Total Fixed Assets</b>	<b>10,652,358.25</b>	<b>10,569,202.32</b>	<b>(83,155.93)</b>	
<b>TOTAL ASSETS</b>	<b>11,673,744.78</b>	<b>11,587,069.99</b>	<b>(86,674.79)</b>	
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2000 · Accounts Payable	13,511.11	28,542.30	15,031.19	
<b>Total Accounts Payable</b>	<b>13,511.11</b>	<b>28,542.30</b>	<b>15,031.19</b>	
<b>Other Current Liabilities</b>				
2300 · Service Deposits	5,100.00	5,500.00	400.00	
20000 · Accounts Payable	0.00	19,620.00	19,620.00	
2205 · Accrued Simple	(41.46)	(41.46)	0.00	
2230 · Accrued Vacation	25,652.28	25,652.28	0.00	
2250 · Loans Payable - Current Portion	92,043.91	92,043.91	0.00	
<b>Total Other Current Liabilities</b>	<b>122,754.73</b>	<b>142,774.73</b>	<b>20,020.00</b>	
<b>Total Current Liabilities</b>	<b>136,265.84</b>	<b>171,317.03</b>	<b>35,051.19</b>	
<b>Long Term Liabilities</b>				
2500 · N/P - SWRCB	122,974.63	99,343.91	(23,630.72)	1 of 2 payment
2605 · RCAC Loan #6200-GSD-02	77,272.82	64,030.27	(13,242.55)	3 of 12 pmts
2655 · Lease Payable - Copier	535.15	269.53	(265.62)	3 of 12 pmts
2700 · SRF Loan - Water	1,218,532.74	1,218,532.74	0.00	
2900 · Less Current Portion	(92,043.91)	(92,043.91)	0.00	
<b>Total Long Term Liabilities</b>	<b>1,327,271.43</b>	<b>1,290,132.54</b>	<b>(37,138.89)</b>	
<b>Total Liabilities</b>	<b>1,463,537.27</b>	<b>1,461,449.57</b>	<b>(2,087.70)</b>	
<b>Equity</b>				
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00	
3100 · Retained Earnings	4,373,192.52	4,080,715.76	(292,476.76)	
Net Income	(292,476.76)	(84,587.09)	207,889.67	
<b>Total Equity</b>	<b>10,210,207.51</b>	<b>10,125,620.42</b>	<b>(84,587.09)</b>	
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>11,673,744.78</b>	<b>11,587,069.99</b>	<b>(86,674.79)</b>	

	Current Month Sept 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	28,263.81	85,800.13	87,368.58	300,000.00	(1,568.45)
4110 · Commercial	19,332.51	58,239.02	64,070.30	220,000.00	(5,831.28)
Total Water Charges	47,596.32	144,039.15	151,438.88	520,000.00	(7,399.73)
4200 · Sewer Charges	31,692.16	95,222.08	91,250.01	365,000.00	3,972.07
4300 · Connection Fees	8,000.00	8,000.00	8,000.00	40,000.00	0.00
4650 · Late Charges	1,335.00	3,840.00	2,374.98	9,500.00	1,465.02
4700 · Other Operating Revenue	(891.67)	(51.67)	1,249.98	5,000.00	(1,301.65)
Total Income	87,731.81	251,049.56	254,313.85	939,500.00	(3,264.29)
Gross Profit	87,731.81	251,049.56	254,313.85	939,500.00	(3,264.29)
Expense					
Administrative and General					
5000 · Advertising	0.00	0.00	87.48	350.00	(87.48)
5005 · Bad Debts	0.00	190.00	874.98	3,500.00	(684.98)
5010 · Bank Charges					
5012 · Merchant Account Fees	283.70	780.68	649.98	2,600.00	130.70
5010 · Bank Charges - Other	166.48	468.62	475.02	1,900.00	(6.40)
Total 5010 · Bank Charges	450.18	1,249.30	1,125.00	4,500.00	124.30
5020 · Directors Fees	600.00	600.00	499.98	2,000.00	100.02
5030 · Dues and Memberships	519.00	669.00	962.52	3,850.00	(293.52)
5035 · Education and Training	766.32	978.00	750.00	3,000.00	228.00
5036 · Education and Training - B.O.D.	0.00	0.00	75.00	300.00	(75.00)
Insurance					
5040 · Liability	2,246.24	6,738.72	6,738.72	26,954.96	0.00
5050 · Workers' Comp	747.93	2,733.04	2,012.49	8,050.00	720.55
5055 · Health					
5055.1 · Employee Portion	(607.62)	(1,822.86)	(1,950.00)	(7,800.00)	127.14
5055 · Health - Other	3,342.52	10,027.60	10,950.00	43,800.00	(922.40)
Total 5055 · Health	2,734.90	8,204.74	9,000.00	36,000.00	(795.26)
Total Insurance	5,729.07	17,676.50	17,751.21	71,004.96	(74.71)
5060 · Licenses, Permits, and Fees	1,635.00	4,905.00	5,000.01	20,000.00	(95.01)
5065 · Auto	407.94	446.73	625.02	2,500.00	(178.29)
5070 · Miscellaneous	0.00	0.00	25.02	100.00	(25.02)
5080 · Office Expense	131.18	922.52	1,750.02	7,000.00	(827.50)
5085 · Outside Services	613.27	1,754.29	2,162.52	8,650.00	(408.23)
5090 · Payroll Taxes	2,079.57	6,265.57	7,304.49	29,218.00	(1,038.92)
5100 · Postage	302.72	1,068.97	700.02	2,800.00	368.95
5110 · Professional Fees	5,887.40	18,328.50	18,799.98	75,200.00	(471.48)
5120 · Property Taxes	0.00	0.00	0.00	50.00	0.00
5125 · Repairs and Maintenance	0.00	29.49	124.98	500.00	(95.49)
5130 · Rents	835.00	3,340.00	2,505.00	10,020.00	835.00
5135 · Retirement	674.88	1,954.81	1,912.50	7,650.00	42.31
5137 · Supplies	53.86	53.86	300.00	1,200.00	(246.14)
5140 · Telephone	918.99	2,693.91	2,781.24	11,125.00	(87.33)
5145 · Tools	0.00	0.00	499.98	2,000.00	(499.98)

	Current Month Sept 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5150 · Travel and Meetings	0.00	26.11	250.02	1,000.00	(223.91)
5155 · Utilities	276.78	988.45	750.00	3,000.00	238.45
5160 · Wages					
5165 · Wages - Overtime	276.76	1,004.64	499.98	2,000.00	504.66
5160 · Wages - Other	10,173.47	34,632.34	40,305.00	161,220.00	(5,672.66)
Total 5160 · Wages	10,450.23	35,636.98	40,804.98	163,220.00	(5,168.00)
5170 · Vacation Accrual Adjustment	0.00	0.00		2,000.00	0.00
Total Administrative and General	32,331.39	99,777.99	108,421.95	435,737.96	(8,643.96)
Sewage Collection					
6010 · Fuel	223.30	529.75	705.30	2,821.25	(175.55)
6030 · Repairs and Maintenance	74.69	3,179.63	2,000.01	8,000.00	1,179.62
6040 · Supplies	71.87	77.57	750.00	3,000.00	(672.43)
6050 · Utilities	297.62	1,163.94	1,250.01	5,000.00	(86.07)
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	1,600.50	2,277.00	500.01	2,000.00	1,776.99
6060 · Wages - Other	2,579.19	7,297.27	7,500.00	30,000.00	(202.73)
Total 6060 · Wages	4,179.69	9,574.27	8,000.01	32,000.00	1,574.26
Total Sewage Collection	4,847.17	14,525.16	12,705.33	50,821.25	1,819.83
Sewage Treatment					
6075 · Fuel	223.30	529.75	705.30	2,821.25	(175.55)
6080 · Monitoring	0.00	0.00	1,749.99	7,000.00	(1,749.99)
6100 · Repairs and Maintenance	34.68	2,641.79	2,499.99	10,000.00	141.80
6110 · Supplies	1,724.53	1,748.22	2,375.01	9,500.00	(626.79)
6120 · Utilities	814.94	2,930.83	2,300.01	9,200.00	630.82
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmer	112.50	112.50	249.99	1,000.00	(137.49)
6130 · Wages - Other	3,948.46	11,586.93	6,249.99	25,000.00	5,336.94
Total 6130 · Wages	4,060.96	11,699.43	6,499.98	26,000.00	5,199.45
Total Sewage Treatment	6,858.41	19,550.02	16,130.28	64,521.25	3,419.74
Water Trans and Distribution					
7075 · Fuel	223.30	529.75	705.30	2,821.25	(175.55)
7090 · Repairs and Maintenance	1,825.76	21,434.78	3,750.00	15,000.00	17,684.78
7100 · Supplies	37.31	2,361.71	3,000.00	12,000.00	(638.29)
7110 · Utilities	628.54	2,474.14	2,300.01	9,200.00	174.13
7120 · Wages					
7125 · Wages - Overtime Water Trans &	1,033.50	2,978.00	1,250.01	5,000.00	1,727.99
7120 · Wages - Other	3,864.21	10,918.91	7,500.00	30,000.00	3,418.91
Total 7120 · Wages	4,897.71	13,896.91	8,750.01	35,000.00	5,146.90
Total Water Trans and Distribution	7,612.62	40,697.29	18,505.32	74,021.25	22,191.97
Water Treatment					
7020 · Fuel	223.32	529.82	705.30	2,821.25	(175.48)
7010 · Monitoring	155.00	685.00	875.01	3,500.00	(190.01)
7030 · Repairs and Maintenance	1,560.89	2,785.45	3,750.00	15,000.00	(964.55)
7040 · Supplies	1,724.55	1,760.37	3,500.01	14,000.00	(1,739.64)
7050 · Utilities	4,133.41	14,643.62	11,499.99	46,000.00	3,143.63
7060 · Wages					
7065 · Wages - Overtime Water Treatmer	202.50	382.50	1,500.00	6,000.00	(1,117.50)

	Current Month Sept 2019	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7060 · Wages - Other	2,866.67	7,775.70	10,050.00	40,200.00	(2,274.30)
Total 7060 · Wages	3,069.17	8,158.20	11,550.00	46,200.00	(3,391.80)
Total Water Treatment	10,866.34	28,562.46	31,880.31	127,521.25	(3,317.85)
Total Expense	62,515.93	203,112.92	187,643.19	752,622.96	15,469.73
Net Ordinary Income	25,215.88	47,936.64	66,670.66	186,877.04	(18,734.02)
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	0.00	0.00	25,500.00	0.00
8020 · Unsecured	1,028.56	1,028.56	0.00	1,900.00	1,028.56
8025 · Prior Years	0.00	0.00	0.00	10.00	0.00
8030 · Supplemental - Current	0.00	0.00	0.00	250.00	0.00
8035 · Supplemental - Prior Years	0.00	0.00	0.00	50.00	0.00
Total Property Tax Revenue	1,028.56	1,028.56	0.00	27,710.00	1,028.56
8060 · Interest Income	29.82	91.43	2,250.00	9,000.00	(2,158.57)
8070 · Other Non-Operating Revenue	0.00	1.30			1.30
9030 · Homeowners' Tax Relief	0.00	0.00	0.00	310.00	0.00
Total Other Income	1,058.38	1,121.29	2,250.00	37,020.00	(1,128.71)
Other Expense					
9010 · Other Expenses	3,937.54	7,105.04			7,105.04
9040 · Depreciation	41,063.42	123,190.26	126,249.99	505,000.00	(3,059.73)
9050 · Interest Expense	286.80	3,464.52	2,867.04	11,468.04	597.48
9999 · Suspense	0.00	(114.80)			(114.80)
Total Other Expense	45,287.76	133,645.02	129,117.03	516,468.04	4,527.99
Net Other Income	(44,229.38)	(132,523.73)	(126,867.03)	(479,448.04)	(5,656.70)
Net Income	(19,013.50)	(84,587.09)	(60,196.37)	(292,571.00)	(24,390.72)
9040 · Depreciation	41,063.42	123,190.26	126,249.99	505,000.00	(3,059.73)
Net Income excluding Depreciation	22,049.92	38,603.17	66,053.62	212,429.00	(27,450.45)



## GARBERVILLE SANITARY DISTRICT Check Register Report for Board September 2019

Date	Num	Memo	Amount
<b>101 Netlink</b>			
09/30/2019	10106		-197.00
Total 101 Netlink			-197.00
<b>Amazon.com</b>			
09/13/2019	DBT		-21.95
Total Amazon.com			-21.95
<b>Anderson, Lucas, Somerville &amp; Borges</b>			
09/17/2019	10082		-1,000.00
Total Anderson, Lucas, Somerville & Borges			-1,000.00
<b>Blue Star Gas</b>			
09/19/2019	10100		-11.00
Total Blue Star Gas			-11.00
<b>Branscomb Center</b>			
09/20/2019	DBT		-53.86
Total Branscomb Center			-53.86
<b>Brian Miller</b>			
09/19/2019	10089		-105.33
Total Brian Miller			-105.33
<b>Candor Rock, LLP</b>			
09/19/2019	10101		-1,510.00
Total Candor Rock, LLP			-1,510.00
<b>Capital Bank &amp; Trust</b>			
09/05/2019	EFT	557880519	-881.40
09/05/2019	EFT	025158148	-356.40
09/19/2019	EFT	557880519	-800.85
09/19/2019	EFT	025158148	-318.48
Total Capital Bank & Trust			-2,357.13
<b>CRWA</b>			
09/17/2019	10083		-519.00
Total CRWA			-519.00
<b>Dazey's Building Center</b>			
09/19/2019	10105		-399.45
Total Dazey's Building Center			-399.45
<b>Dept. Fish and Wildlife</b>			
09/19/2019	10099		-850.00
Total Dept. Fish and Wildlife			-850.00
<b>EDD</b>			
09/05/2019	EFT	499-0538-3	-735.60
09/05/2019	EFT	499-0538-3	-32.55
09/19/2019	EFT	499-0538-3	-617.68
09/19/2019	EFT	499-0538-3	-7.69
Total EDD			-1,393.52
<b>Frontier Communications</b>			
09/09/2019	10075		-418.61
09/19/2019	10102		-147.02
Total Frontier Communications			-565.63
<b>Glacier Water Vending</b>			

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**September 2019**

Date	Num	Memo	Amount
09/18/2019	DBT		-2.35
09/18/2019	DBT		-2.35
Total Glacier Water Vending			-4.70
<b>HughesNet</b>			
09/13/2019	DBT		-104.29
Total HughesNet			-104.29
<b>IRS</b>			
09/05/2019	EFT	68-0296323	-3,424.66
09/19/2019	EFT	68-0296323	-3,016.00
Total IRS			-6,440.66
<b>Jennie Short</b>			
09/17/2019	10081		-3,779.40
Total Jennie Short			-3,779.40
<b>Kari Carson-Hass</b>			
09/30/2019	10110		-14.55
09/30/2019	10110	Overpayment on customers account-Customer moved out	7.27
09/30/2019	10110	Overpayment on customers account-Customer moved out	7.28
Total Kari Carson-Hass			0.00
<b>Marriott ,Anaheim</b>			
09/30/2019	DBT		-766.32
Total Marriott ,Anaheim			-766.32
<b>Melissa Martini</b>			
09/19/2019	10096		-97.50
Total Melissa Martini			-97.50
<b>North Coast Laboratories Ltd.</b>			
09/19/2019	10104		-250.00
Total North Coast Laboratories Ltd.			-250.00
<b>Owsley Electric</b>			
09/09/2019	10076		-351.39
Total Owsley Electric			-351.39
<b>PG&amp;E</b>			
09/17/2019	10080		-6,187.91
Total PG&E			-6,187.91
<b>Pitney Bowes Purchase Power</b>			
09/17/2019	10085		-297.53
Total Pitney Bowes Purchase Power			-297.53
<b>Postmaster</b>			
09/25/2019	DBT		-5.19
Total Postmaster			-5.19
<b>Ralph Emerson</b>			
09/19/2019	10090		-15.00
Total Ralph Emerson			-15.00
<b>Redwood Merchant Services</b>			
09/02/2019	10188		-98.91
09/30/2019			-165.89

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**September 2019**

Date	Num	Memo	Amount
Total Redwood Merchant Services			-264.80
<b>Redwood Towing Service &amp; Repair, Inc</b>			
09/19/2019	DBT		-62.75
Total Redwood Towing Service & Repair, Inc			-62.75
<b>RENNER</b>			
09/10/2019	DBT		-893.22
Total RENNER			-893.22
<b>Ron &amp; Tivoli Wiley</b>			
09/30/2019	10111		-43.50
09/30/2019	10111	Customer overpayed on account. Customer moved out.	21.75
09/30/2019	10111	Customer overpayed on account. Customer moved out.	21.75
Total Ron & Tivoli Wiley			0.00
<b>Rural Community Assistance Program</b>			
09/01/2019	DBT		-4,717.81
Total Rural Community Assistance Program			-4,717.81
<b>SDRMA</b>			
09/09/2019	10077		-332.52
09/17/2019	10086		-673.18
Total SDRMA			-1,005.70
<b>Sentry III Center</b>			
09/30/2019	10107		-835.00
Total Sentry III Center			-835.00
<b>Staples Credit Plan</b>			
09/09/2019	10078		-43.70
Total Staples Credit Plan			-43.70
<b>Streamline Inc</b>			
09/09/2019	10079		-100.00
Total Streamline Inc			-100.00
<b>SWRCB</b>			
09/19/2019	10097		-1,030.66
09/19/2019	10098		-1,126.00
Total SWRCB			-2,156.66
<b>The Mitchell Law Firm, LLP</b>			
09/17/2019	10084		-759.50
Total The Mitchell Law Firm, LLP			-759.50
<b>The Paper Mill</b>			
09/17/2019	10087		-13.52
Total The Paper Mill			-13.52
<b>Umpqua Bank</b>			
09/15/2019	10189		-166.90
Total Umpqua Bank			-166.90
<b>US Cellular</b>			
09/05/2019	10074		-257.40
Total US Cellular			-257.40
<b>Wahlund Construction, Inc.</b>			

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**September 2019**

Date	Num	Memo	Amount
09/30/2019	10108		-741.99
Total Wahlund Construction, Inc.			-741.99
<b>Wells Fargo</b>			
09/17/2019	10088		-90.51
Total Wells Fargo			-90.51
<b>Wyatt &amp; Whitchurch, E.A. Inc.</b>			
09/19/2019	10103		-1,598.44
Total Wyatt & Whitchurch, E.A. Inc.			-1,598.44
<b>WYCKOFF'S Inc</b>			
09/30/2019	10109		-86.35
Total WYCKOFF'S Inc			-86.35
<b>Arreguin, Daniel J</b>			
09/05/2019	10069		-3,372.33
09/19/2019	10091		-2,920.65
Total Arreguin, Daniel J			-6,292.98
<b>Emerson, Ralph K</b>			
09/05/2019	10070		-2,448.78
09/19/2019	10092		-2,448.78
Total Emerson, Ralph K			-4,897.56
<b>Miller, Brian A</b>			
09/05/2019	10071		-2,183.65
09/19/2019	10093		-1,865.30
Total Miller, Brian A			-4,048.95
<b>Nieto, Mary</b>			
09/05/2019	10072		-1,268.77
09/19/2019	10094		-1,291.27
Total Nieto, Mary			-2,560.04
<b>Ruiz, Ricardo</b>			
09/05/2019	10073		-477.59
09/19/2019	10095		-336.16
Total Ruiz, Ricardo			-813.75
<b>TOTAL</b>			<b>-59,691.29</b>

**GARBERVILLE SANITARY DISTRICT  
BOARD OF DIRECTORS MEETING  
MINUTES**

**Date of Meeting: October 22, 2019**  
**5:00 p.m. – Open Public Session**

**I. REGULAR MEETING CALLED TO ORDER**

4:59 p.m.

**II. ESTABLISHMENT OF QUORUM**

Rio Anderson-(arrived at 5:02 p.m.) -Present

Linda Brodersen

Julie Lyon

Richard Thompson

Doug Bryan-Absent

**III. APPROVAL OF AGENDA**

Motion: Julie Lyon

Second: Richard Thomson

Vote: 3-0

**IV. THE BOARD WILL ENTER CLOSED SESSION AT END OF MEETING**

**V. OPEN SESSION**

**VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE**

General Public / Community Groups

**VII. ANNOUNCEMENTS AND COMMUNICATIONS**

**REPORTS AND PRESENTATIONS –**

Operations Staff- 0

Office Staff- 0

Board Members- Linda read Richard Thompsons resignation letter. Linda also read two letters from SDRMA congratulating the District on having no paid workers comp claims/or property-liability claims.

Correspondence- 0

General Manager—Ralph Emerson Pg. 4

Ralph is asking the Board for direction for the past due customers. Ralph will include in the next month's Agenda.

**VIII. REGULAR AGENDA ITEMS**

**A. CONSENT AGENDA**

A.1 JULY 2019 Financials

A.2 Approve Date: September 17, 2019 Regular Meeting Minutes

A.3 Operations Safety Report

Motion: Richard Thompson

Second: Rio Anderson

Vote: 4-0 29

**B. GENERAL BUSINESS**

B.1 SHCP Request For Potable Water Update

**Jennie Short gave a brief update on this Agenda Item.**

B.2 Wallen Road Tank Replacement Project

Consider adopting notice of Exemption Resolutions #19-007, 19-010

**Motion: Julie Lyon                      Second: Richard Thompson                      Roll Call Vote: 4-0 (19-007)**  
**Motion: Richard Thompson                      Second: Rio Anderson                      Roll Call Vote: 4-0 (19-010)**

B.3 Robertson Tank Replacement Project

Consider adopting notice of Exemption Resolutions #19-008, 19-011

**Motion: Rio Anderson                      Second: Julie Lyon                      Roll Call Vote: 4-0 (19-008)**  
**Motion: Richard Thompson                      Second: Rio Anderson                      Roll Call Vote: 4-0 (19-011)**

B.4 Meadows Aerial Waterline Reconstruction Project

Consider adopting notice of Exemption Resolutions #19-009, 19-012

**Motion: Julie Lyon                      Second: Richard Thompson                      Roll Call Vote: 4-0 (19-009)**  
**Motion: Richard Thompson                      Second: Julie Lyon                      Roll Call Vote: 4-0 (19-012)**

B.5 Resignation of Richard Thompson

acceptance and recognition of service

**Motion: Rio Anderson                      Second: Julie Lyon                      Vote: 4-0**

**Linda accepted resignation letter from Richard Thompson. 10/22/2019**

B.6 GSD Board Vacancy Procedures

(discussion—possible action)

**The District needs to fill Richards’s position first. Next the District will fill Doug’s position.**

B.7 Audit Update Jennie-Mary

(discussion—possible action)

**Positive outcome. Jennie Short came down to help with the Audit.**

B.8 Cannabis Agriculture Meter Letter Response

(information Only) Ralph

**Ralph handed out these letters to the high residential water users. Interesting results from this process. No one has been required yet to purchase an Agriculture Meter.**

B.9 Update on Projects

(discussion—possible action)

B.10 Update GSD Signatory card for Umpqua Bank

(discussion—possible action) Resolution #19-006

**Motion: Julie Lyon                      Second: Rio Anderson                      Roll Call Vote: 4-0**

B.11 CSDA Conference Update

(information only) Ralph

**C. POLICY REVISION / ADOPTION**

C.1 Water Ordinance: Article 10—re-connection, after hours  
(discussion possible action) 2<sup>nd</sup> reading---resolution #19-005  
**Motion: Richard Thompson      Second: Julie Lyon      Roll Call Vote: 4-0**

C.2 Updated Water Ordinance--Complete  
(discussion-no action) first reading  
**BRING BACK**

**IX. CLOSED SESSION**

A. No Items For Closed Session

**X. RETURN TO OPEN SESSION**

Report of any actions taken in Closed Session

**XI. ITEMS FOR NEXT BOARD MEETING**

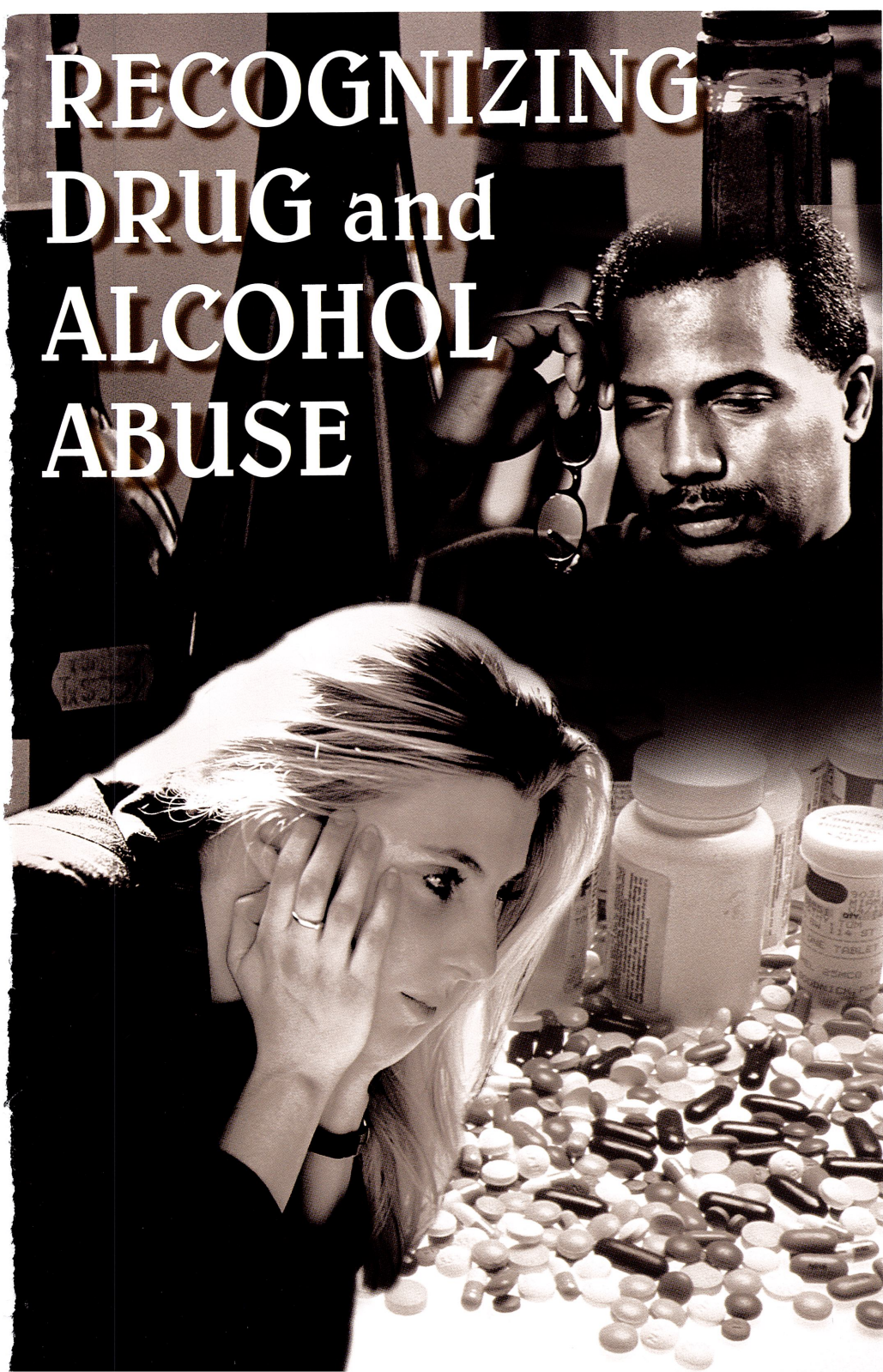
1. Rate Study
2. Project and Funding Update
3. Completed Water Ordinance
4. Board Member Vacancy Update

**November 19, 2019**

**XII. ADJOURNMENT**

@6:20 p.m.

# RECOGNIZING DRUG and ALCOHOL ABUSE





RECEIVED  
NOV 04 2019



ATTENDANCE ROSTER

BY: .....

**Safety Meeting**

Date of Meeting: 11/7/19 Leader Name: Ralph Emerson

**Instructions:**

- a. Fill in the date of the meeting and the name of the safety meeting leader.
- b. Have all safety meeting participants sign this roster.  
(Copy this form if more pages are needed.)
- c. File this roster and the associated documents as outlined in the Leader Discussion Guide.

Name (print)

Name (signature)

1. <u>Mary Nieto</u>	<u>M Nieto</u>
2. <u>Brian Miller</u>	<u>BRIAN MILLER</u>
3. <u>Dan Arreguin</u>	<u>Dan Arreguin</u>
4. <u>Ralph Emerson</u>	<u>Ralph Emerson</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

Attachments: 1. Leader Discussion Guide 2. Safety Meeting Booklet



# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: November 19, 2019  
To: Garberville Sanitary District Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Southern Humboldt Community Park - Water Service Update

### GENERAL OVERVIEW

The petition the State Water Resources Control Board-Division of Water Rights (SWRCB-DWR) for a change in place of use for our water diversion permit and license were determined to be complete as submitted. Notice was given by the SWRCB-DWR on November 5, 2019, of the request and closes on December 5, 2019.

The District has provided the SHCP with a quarterly statement of expenses incurred through September 30, 2019. A copy is attached for your information. We will send the next statement for the quarter ending December 31, 2019.

After consulting with the LAFCo Executive Director, it will be simplest for GSD to pay the fees for the LAFCo actions associated with the request to extend water service to the Park directly and then have SHCP reimburse GSD for those costs. As the applicant we are the agency of record and attempting to set up a payment agreement between LAFCo and the property owner was becoming problematic. The estimate of these costs was \$3,500 as of September 18, 2019. LAFCo anticipates sending us their bill prior to the end of the calendar year.

As part of the LAFCo action, the SHCP and GSD have been required to execute an Annexation Consent Agreement & Covenant document which will be recorded against the SHCP property. This agreement has been provided to SHCP and is attached for the Board to review and approve for execution on behalf of the District. Resolution 19-013 has been provided to document the action taken for use at the notary.

### FINANCIAL CONSIDERATIONS

The attached statement to SHCP provides an overview of the expenses incurred through September 30, 2019.

### RECOMMENDED BOARD ACTIONS

Approve the Annexation Consent Agreement & Covenant and authorize the Chair of the Board to execute the agreement on behalf of the District.

## ATTACHMENTS

1. SWRCB-DWR Notice for Petition in Change of Place of Use
2. Quarterly Statement to SHCP for Reimbursable expenses Incurred
3. Annexation Consent Agreement & Covenant with Exhibit A
4. Resolution 19-013: **RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT TO AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE ANNEXATION CONSENT AGREEMENT AND COVENANT for APN 222-091-015 OWNED BY THE SOUTHERN HUMBOLDT COMMUNITY PARK**

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## State Water Resources Control Board

### **NOTICE OF PETITION FOR CHANGE FOR WATER RIGHT LICENSE 3404 (APPLICATION 9686) AND PERMIT 20789 (APPLICATION 29981) OF GARBERVILLE SANITARY DISTRICT**

COUNTY: Humboldt

STREAM SYSTEM: South Fork Eel River tributary to  
Eel River thence Pacific Ocean

On October 7, 2019, Garberville Sanitary District (GSD) filed petitions to change License 3404 and Permit 20789 with the State Water Resources Control Board, Division of Water Rights pursuant to Water Code section 1701. GSD wishes to change the place of use under License 3404 and Permit 20789.

Any correspondence directed to the petitioner should be sent to the following contact: Garberville Sanitary District, c/o Jennie Short, P.O. Box 211, Garberville, CA 95542.

License 3404 currently allows GSD to directly divert up to 0.155 cubic foot per second from the South Fork Eel River year-round. The maximum amount diverted under this right shall not exceed 112.2 acre-feet per year. Water is to be diverted for municipal uses within the GSD service boundary within Sections 13, 23, 24, 25, and 35, T4S, R3E, HB&M; and Sections 18, 19, and 20, T4S, R4E, HB&M.

Permit 20789 currently allows GSD to directly divert up to 0.595 cubic foot per second from the South Fork Eel River year-round. The maximum amount diverted under this right shall not exceed 430 acre-feet per year. Water is to be diverted for municipal uses within the GSD service boundary within Sections 13, 23, 24, 25, and 35, T4S, R3E, HB&M; and Sections 18, 19, and 20, T4S, R4E, HB&M. Permit 20789 expired on December 31, 1999.

The total quantity of water diverted under License 3404 and Permit 20789 shall not exceed 542.2 acre-feet per year. The maximum simultaneous rate of diversion under License 3404 and Permit 20789 shall not exceed 0.75 cubic foot per second.

GSD is petitioning to add 18 acres of existing parkland to Sections 25 and 26, T4S, R3E, HB&M. The proposed place of use for License 3404 and Permit 20789 would be the GSD service boundary within Sections 13, 23, 24, 25, 26, and 35, T4S, R3E, HB&M; and Sections 18, 19, and 20, T4S, R4E, HB&M.

More information regarding this petition is available at:

[Garberville Place of Use Petition](#)

Any interested person may file a written protest against this petition. (Wat. Code, § 1703.1.) Protest submittal information is available at:

[State Water Board Petition Submittal Information Webpage](#)

Protests must be received by the Division of Water Rights by **4:30 p.m.** on **December 5, 2019**. A copy of the protest must also be provided to Garberville Sanitary District at the address noted above. Protests may be provided via email prior to the deadline; however, a copy of the original signed protest must be subsequently filed with the Division.

For information, please contact Michael Meza at (916) 341-5427 or [michael.meza@waterboards.ca.gov](mailto:michael.meza@waterboards.ca.gov). Written correspondence should be addressed as follows State Water Resources Control Board, Division of Water Rights, Attn: Michael Meza, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: **November 5, 2019**

# Garberville Sanitary District

# STATEMENT

P.O. Box 211  
 Garberville, CA 95542  
 (707)923-9566

INVOICE NO. 0001  
 DATE October 31, 2019  
 CUSTOMER ID SHCP Water Service

TO **Southern Humboldt Community Park**  
 Laura Cochran  
 P.O. Box 185  
 Garberville, CA 95542

**Due Date: 12/15/2019**

Payment Request	Expenses Incurred For:	Terms
<b>1 of 12</b>	June 2019 - September 2019	0% Interest, 3-years, Quarterly Payments

DATE	DESCRIPTION		AMOUNT
06/01/19	PREVIOUS BALANCE		\$0.00
10/18/19	Payment Received - Deposit	Ck#1204	-\$2,000.00
08/28/19	Credit for J. Short Services by GSD in WSA		-\$5,000.00
06/30/19	Jennie Short Invoice #1056		\$1,230.00
07/31/19	Jennie Short Invoice #1057		\$2,030.00
08/31/19	Jennie Short Invoice #1058		\$1,137.50
09/30/19	Jennie Short Invoice #1059		\$930.88
09/19/19	SWRCB Div Water Rights Petition for POU Change Fee	Ck#10097	\$1,030.66
09/19/19	SWRCB Div Water Rights Petition for POU Change Fee	Ck#10098	\$1,126.00
09/19/19	Department of Fish & Wildlife for SWRCB DWR POU	Ck#10099	\$850.00
	LAFCo Extension for Water Service		TBD

**TOTAL DUE TO DATE:** \$1,335.04

3-years ends September 30, 2022

**Current Payment Amount:** **\$111.25**

**Note:** Future expenses will be invoiced as they are incurred and will be added to the total due. LAFCo is preparing their final bill and will forward to GSD upon completion for payment. This will be added to the total due and payable under the terms of the WSA.

Exempt from fees per Gov Code 27383

Requested by and  
After recording, return to:  
Garberville Sanitary District  
PO Box 211  
Garberville, CA 95542

## ANNEXATION CONSENT AGREEMENT AND COVENANT

A.P.N. 222-092-015

**SITUS ADDRESS:** 1144 Sprowel Creek Road, Garberville, California

**OWNER:** Southern Humboldt Community Park

This agreement is executed by the Garberville Sanitary District (hereinafter “District”) and the above-named owner (hereinafter “Owner”) of certain property located in the County of Humboldt, State of California.

WHEREAS, the Owner has applied to the District for a water service connection to the subject property, which is located outside of the District boundary but within its sphere of influence; and

WHEREAS, the 462-acre parcel is developed with a public park and agricultural activity; and

WHEREAS, the District is under no obligation to furnish water service to properties located outside of the District boundary, except by contract with the property owner; and

WHEREAS, in accordance with the requirements of state law, specifically Government Code Section 56133 of the Cortese-Knox-Hertzberg Act and LAFCo’s policies adopted thereunder, LAFCo approval is required prior to extension of services outside agency boundaries; and

WHEREAS, upon District application submittal, the LAFCo Commission approved the water service extension on September 18, 2019 with the following condition:

*The Owner enters into agreement with the District consenting to future District Annexation or Reorganization. The agreement shall include the following terms and be appropriately recorded with County of Humboldt: Owner hereby irrevocably consents to and petitions for the future annexation of his or her property to the Garberville Sanitary District and agrees to cooperate in such annexation upon the District’s or LAFCo’s request, including the payment of applicable processing fees for the annexation of the Property. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments, and fees that the District imposes upon property within the District.*

WHEREAS, this agreement and covenant is for the benefit of the public and encourages orderly development outside the District’s boundary and within the unincorporated area of Humboldt County.

NOW, THEREFORE, in consideration of LAFCo approving the service extension between the Owner and the District, Owner agrees on behalf of Owner’s own self and on behalf of all persons or legal entities hereafter succeeding to Owner’s interest in and to the Property and any part thereof, and also on behalf of District as follows:

1. Consent/Petition to Future Annexation or Reorganization. Owner hereby irrevocably consents to and petitions for the future annexation of his or her property to the Garberville Sanitary District and agrees to cooperate in such annexation upon the District's or LAFCo's request, including the payment of applicable processing fees for the annexation of the Property. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments and fees that the District imposes upon property within the District.
2. Binding on Successors in Interest. This consent shall be a covenant running with the land and binding on Owner's successors in interest to the Property.
3. Tenants to be Bound. Owner and the District also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

*“This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of extending services to the property. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the Garberville Sanitary District and is binding on all persons possessing and occupying such property.”*
4. Consequences of Breach. Owner and the District agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any part thereof to District contrary to and in breach of the provisions of this agreement, LAFCo and the District shall be entitled to take the following actions:
  - a. LAFCo shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese-Knox-Hertzberg Act (Government Codes Sections 56000 *et.seq.*) and any objection or protest shall be null and void and may be disregarded by LAFCo in determining objections and/or the value of all protests to such annexation.
  - b. In addition to the above, if deemed necessary, LAFCo and the District may legally enforce this agreement and covenant against Owners or their successors in the state courts of Humboldt County.
5. Termination Upon Annexation. This agreement and covenant shall automatically terminate as to the Property or any part thereof at such time as the Property or such part thereof is annexed to the incorporated territory of the District.
6. Construction of Terms; Severability. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby in the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.



7. Covenants Run with the Land. This agreement shall be recorded against the Property, shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be and shall be binding on all persons or legal entities succeeding to Owner's interest in and to the Property and any part thereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

Date: \_\_\_\_\_, 2019

**OWNER**

The undersigned hereby certify to be the owner of real property included within the boundary of the real property described in the aforementioned Covenant and Agreement, the only person(s) whose consent is necessary to pass title to said real property, and to have consented to the annexation of said real property to the Garberville Sanitary District.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GARBERVILLE SANITARY DISTRICT**

Executed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACH APPROPRIATE NOTARIES FOR ALL SIGNATURES

Notice of Lot Line Adjustment

H.C.P.D. File No. L1a-04-02M  
APN 222-091-03,06 & 222-241-08

EXHIBIT "A", Parcel B

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and further lying within the east 1/2 of Section 25, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Commencing at a 1/2" iron pipe tagged L.S. 2786 marking the northwest corner of the above mentioned Section 25 as shown on that Parcel Map No. 572 filed in Book 5 of Parcel Maps. Page 40, Humboldt County Records; thence along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 1276.95 feet to a 1/2" iron pipe tagged L.S. 2820 accepted as being point No. 4 as shown on that Record of Survey filed in Book 14 of Surveys, Page 128, Humboldt County Records; thence continuing along said north line of Section 25, South 88 degrees 34 minutes 15 seconds East, 53.69 feet to the Point of Beginning of the herein described lands; thence continuing along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 416.70 feet to the westerly line of the lands of Frazier as described in that deed recorded in Book 92 of Official Records, Page 504, Humboldt County Records; thence along the westerly, lines of said lands the following courses:  
South 44 degrees 57 minutes 18 seconds West, 143.03 feet;  
South 04 degrees 26 minutes 42 seconds East, 141.99 feet;  
South 61 degrees 04 minutes 42 seconds East, 62.11 feet;  
South 36 degrees 39 minutes 42 seconds East, 97.00 feet;  
South 14 degrees 43 minutes 42 seconds East, 61.20 feet;  
South 01 degrees 39 minutes 18 seconds West, 142.00 feet;  
South 55 degrees 15 minutes 12 seconds East, 90.56 feet to the northwest corner of the lands granted to Western Livestock Co. by deed recorded in Book 855 of Official Records, Page 99, Humboldt County Records; thence along the westerly, southerly, and easterly lines of said lands the following courses:  
South 34 degrees 13 minutes 42 seconds East, 60.00 feet;  
North 55 degrees 46 minutes 18 seconds East, 20.00 feet;  
North 34 degrees 13 minutes 42 seconds West, 47.08 feet to the southerly line of the above mentioned lands of Frazier; thence along the southerly and easterly lines of said lands the following courses:  
North 88 degrees 38 minutes 18 seconds East, 118.17 feet;  
North 22 degrees 24 minutes 18 seconds East, 225.38 feet;  
North 21 degrees 58 minutes 12 seconds West, 341.08 feet, &  
North 45 degrees 40 minutes 42 seconds West, 103.00 feet to the north line of Section 25 above mentioned;  
thence along said north line, South 88 degrees 34 minutes 15 seconds East, 747.39 feet to the

Exhibit "A", Parcel B, page 1 of 2

center of the South Fork of the Eel River;

Thence upstream along the center of said river, southerly and westerly, 3350 feet, more or less, to the west line of Section 25 above mentioned; thence along said west line,

North 00 degrees 30 minutes 13 seconds East, 595.57 feet to the southerly line of those lands described in that Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3 and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records; thence along the southeasterly line of the lands so described the following courses:

North 79 degrees 23 minutes 41 seconds East, 123.83 feet;

North 61 degrees 15 minutes 00 seconds East, 237.42 feet;

South 64 degrees 44 minutes 16 seconds East, 213.23 feet;

North 61 degrees 42 minutes 41 seconds East, 373.71 feet;

North 58 degrees 59 minutes 36 seconds East, 317.85 feet, and

South 88 degrees 16 minutes 24 seconds East, 209.93 feet to the east line of the northwest quarter of the northwest quarter of Section 25 above mentioned;

thence along said east line, North 00 degrees 26 minutes 58 seconds East, 187.36 feet; to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.

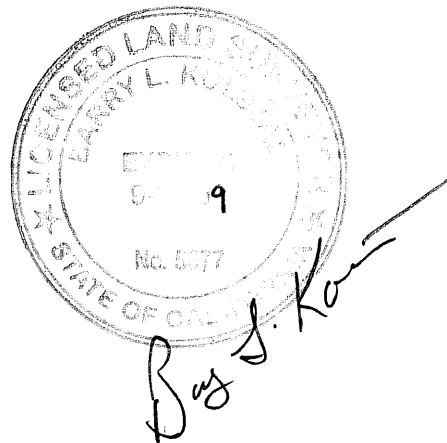


EXHIBIT "A", Parcel C

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and also of the lands of Steven Dazey as described in that deed recorded as Document No. 2000-21945-2, both Official Records, Humboldt County Records, and further lying within Sections 25 & 26, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Beginning at a set 3-1/2" brass disk stamped PLS 5677 on a 1-1/2" iron pipe marking the southwest corner of the above mentioned Section 25;  
thence North 31 degrees 47 minutes 22 seconds East, 1321.24 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";  
thence North 88 degrees 35 minutes 28 seconds West, 650.18 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";  
thence North 01 degrees 10 minutes 26 seconds West, 125.00 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";  
thence North 38 degrees 14 minutes 34 seconds West, 1314.01 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";  
thence North 62 degrees 59 minutes 09 seconds West, 587.63 feet to the west line of the east 1/2 of the southeast quarter of the above mentioned Section 26;  
thence along said west line, North 00 degrees 35 minutes 59 seconds East, 348.38 feet to the most southerly corner of the lands of Jones & Brightman as described in that deed recorded as Document No. 2001-13853-2, Official Records, Humboldt County Records; thence along the northwesterly line of the above mentioned lands of Southern Humboldt Community Park, and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records, the following courses:  
North 39 degrees 21 minutes 20 seconds East, 112.86 feet;  
North 38 degrees 31 minutes 41 seconds East, 164.03 feet;  
North 31 degrees 31 minutes 19 seconds East, 217.36 feet;  
North 28 degrees 57 minutes 18 seconds East, 393.02 feet;  
North 15 degrees 51 minutes 43 seconds East, 289.83 feet;  
North 30 degrees 27 minutes 50 seconds East, 310.14 feet;  
North 18 degrees 00 minutes 46 seconds East, 213.37 feet;  
North 39 degrees 11 minutes 01 seconds East, 173.36 feet to the southeast corner of said lands of Jones & Brightman; being also the most southerly corner of those lands described in that Notice

of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3; thence along the southeasterly line of the lands so described, North 54 degrees 53 minutes 08 seconds East, 378.63 feet; thence North 79 degrees 23 minutes 41 seconds East, 134.76 feet to the west line of Section 25;

thence along said west line of Section 25, South 00 degrees 30 minutes 13 seconds West, 595.57 feet to the center of the South Fork of the Eel River; thence downstream along the center of said river, easterly and northerly 3350 feet, more or less, to the north line of said Section 25;

thence along said north line, South 88 degrees 34 minutes 15 seconds East, 31.87 feet to the north 1/4 corner of said Section 25;

thence continuing along said north line, North 88 degrees 46 minutes 18 seconds East, 329.16 feet to the centerline of Sprowel Creek Road as described in that deed recorded in Book 558 of Official Records, Page 87, Humboldt County Records; thence along said centerline the following courses:

along a horizontal curve to the left, the radius point of which bears South 82 degrees 09 minutes 59 seconds East, 600.00 feet, through a central angle of 33 degrees 30 minutes 24 seconds for 350.88 feet;

thence along a curve to the right, the radius point of which bears South 64 degrees 19 minutes 37 seconds West, 300.00 feet, through a central angle of 41 degrees 44 minutes 00 seconds for 218.52 feet;

thence along a curve to the left, the radius point of which bears South 73 degrees 56 minutes 23 seconds East, 600.00 feet, through a central angle of 20 degrees 16 minutes 00 seconds for 212.23 feet;

thence along a curve to the right, the radius point of which bears South 85 degrees 47 minutes 37 seconds West, 300.00 feet, through a central angle of 34 degrees 50 minutes 51 seconds for 182.46 feet;

thence leaving the said centerline of Sprowel Creek Road, and following generally along the centerline of an existing road, South 10 degrees 25 minutes 46 seconds East, 209.26 feet;

thence South 04 degrees 34 minutes 39 seconds West, 1697.34 feet;

thence along a curve to the left, the radius point of which bears South 85 degrees 25 minutes 21 seconds East, 130.00 feet; through a central angle of 91 degrees 28 minutes 24 seconds for 207.55 feet;

thence along curve to the left, the radius point of which bears South 03 degrees 06 minutes 15 seconds West, 100.00 feet, through a central angle of 78 degrees 07 minutes 39 seconds for 136.36 feet;

thence along a curve to the left, the radius point of which bears North 81 degrees 13 minutes 54 seconds East, 200.00 feet, through a central angle of 31 degrees 41 minutes 54 seconds for 110.65 feet;

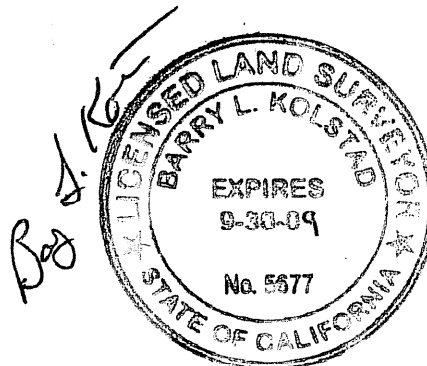
thence along a curve to the right, the radius point of which bears South 49 degrees 32 minutes 00 seconds West, 75.00 feet, through a central angle of 96 degrees 08 minutes 45 seconds for 125.85 feet;

thence along a curve to the left, the radius point of which bears South 34 degrees 19 minutes 15 seconds East, 85.00 feet, through a central angle of 89 degrees 16 minutes 58 seconds for 132.45 feet;

thence South 33 degrees 36 minutes 13 seconds East, 207.33 feet;

thence along a curve to the right, the radius point of which bears South 56 degrees 23 minutes 47 seconds West, 65.00 feet, through a central angle of 105 degrees 36 minutes 38 seconds for 119.81 feet;  
thence along a curve to the left, the radius point of which bears South 17 degrees 59 minutes 34 seconds East, 65.00 feet, through a central angle of 117 degrees 22 minutes 28 seconds for 133.16 feet;  
thence South 45 degrees 22 minutes 02 seconds East, 88.38 feet;  
thence along a curve to the right, the radius point of which bears South 44 degrees 37 minutes 58 seconds West, 50.00 feet, through a central angle of 109 degrees 39 minutes 10 seconds for 95.69 feet;  
thence South 64 degrees 17 minutes 08 seconds West, 45.85 feet;  
thence along a horizontal curve to the left, the radius point of which bears South 25 degrees 42 minutes 52 seconds East, 40.00 feet, through a central angle of 178 degrees 53 minutes 51 seconds for 124.89 feet;  
thence North 65 degrees 23 minutes 18 seconds East, 106.21 feet to a point from which a set ½" iron pipe & plug "Kolstad PLS 5677" bears South 65 degrees 03 minutes 44 seconds East, 42.88 feet;  
thence leaving said centerline, South 65 degrees 03 minutes 44 seconds East, 693.85 feet to the westerly line of the lands of the State of California as described in that Order of Stipulation recorded in Book 1057 of Official Records, Page 447, Humboldt County Records; thence along said westerly line, South 10 degrees 46 minutes 32 seconds West, 437.12 feet;  
thence South 21 degrees 54 minutes 42 seconds East, 263.29 feet to the west line of the east ½ of the southeast quarter of the above mentioned Section 25; thence along said west line, South 00 degrees 36 minutes 10 seconds West, 478.58 feet to the south line of said Section 25; thence along said south line, North 88 degrees 51 minutes 41 seconds West, 1335.68 feet to the south 1/4 corner of said Section 25; thence continuing North 88 degrees 51 minutes 41 seconds West, 2671.36 feet to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.





# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## RESOLUTION NO. 19-013

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT TO AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE ANNEXATION CONSENT AGREEMENT AND COVENANT for APN 222-091-015 OWNED BY THE SOUTHERN HUMBOLDT COMMUNITY PARK

#### Recitals

1. WHEREAS, the SHCP requested that GSD make applications as necessary to LAFCo and SWRCB-DWR to reconnect the Park to the GSD water system for the existing residential uses and construction of several public drinking water fountains around the park property,
2. WHEREAS, the SHCP and GSD entered into a Water Service Agreement to extend water service to portions of the SHCP as an Out of Agency service, and
3. WHEREAS, on September 19, 2019, LAFCo approved the water service extension with Resolution 19-05; and
4. WHEREAS, Resolution 19-05 included condition 3b which states:

"The Owner enters into agreement with the District consenting to future District Annexation or Reorganization. The agreement shall include the following terms and be appropriately recorded with County of Humboldt: Owner hereby irrevocably consents to and petitions for the future annexation of his or her property to the Garberville Sanitary District and agrees to cooperate in such annexation upon the District's or LAFCo's request, including the payment of applicable processing fees for the annexation of the Property. Owner - understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments, and fees that the District imposes upon property within the District. Owner and the District also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

*"This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of extending services to the property. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the Garberville Sanitary District and is binding on all persons possessing and occupying such property."*

Owner and the District agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any part thereof to District contrary to and in breach of the provisions of this agreement, LAFCo and the District shall be entitled to take the following actions:

- i. LAFCo shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese-Knox-Hertzberg Act (Government Codes Sections 56000 et.seq.) and any objection or protest shall be null and void and may be disregarded by LAFCo in determining objections and/or the value of all protests to such annexation.
- ii. In addition to the above, if deemed necessary, LAFCo and the District may legally enforce this agreement and covenant against Owners or their successors in the state courts of Humboldt County.”

5. WHEREAS, LAFCo provided to GSD and SHCP the form and content of the ANNEXATION CONSENT AGREEMENT AND COVENANT agreement and the District desires to execute said agreement.

**Resolution**

NOW, THEREFORE, the Board of Directors of the Garberville Sanitary District hereby approves the ANNEXATION CONSENT AGREEMENT AND COVENANT and authorizes the Chair of the Board of Directors to sign the agreement on behalf of the Board of Directors.

On motion of Director \_\_\_\_\_, and seconded by Director \_\_\_\_\_, the foregoing Resolution is Passed and adopted this 19th day of November, 2019, by the following roll call votes:

AYES:	Directors	
NOES:	Directors	
EXCUSED:	Directors	

\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_,  
Ralph Emerson, Clerk of the Board





# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: November 19, 2019  
To: Garberville Sanitary District Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: 2019 DWSRF Planning Project Application Update  
Wallen Rd Tank Replacement, Robertson Tank Replacement,  
Meadows Aerial Waterline Relocation

### GENERAL OVERVIEW

Since the last board meeting the following tasks have been completed:

1. The Notice of Exemptions were submitted to the State Office of Planning and Research
2. The Notice of Exemptions were filed with the Humboldt County Clerk
3. DWSRF Planning Project applications (all four sections per project) have been submitted on FFAST. They can be viewed at:  
<https://www.garbervillesd.org/2019-planning-project-applications>
4. Begin coordination with DWSRF staff for assigning a project manager to each project.

Going forward we will work with DWSRF staff to verify that all necessary documents have been provided and await funding of the projects.

### FINANCIAL CONSIDERATIONS

The Board budgeted \$20,000 for the preparation of the SRF grant applications for these three projects in FY 2019/2020. The actual cost for the preparation of these applications is currently well under this amount.

These cost savings can be used to offset the purchase of the utility truck.

### STAFF RECOMMENDATION FOR BOARD ACTIONS

None

### ATTACHMENTS

None



**Garberville Sanitary District**  
**PO Box 211**  
**919 Redwood Dr.**  
**Garberville, CA. 95542**  
**Office(707)923-9566 Fax(707)923-3130**

## **PROJECTS AND FUNDING UPDATE**

**Jennie has submitted the grant application for multiple projects and tank replacements which you approved at the October meeting. We are now waiting to see whether we will be eligible for a grant to develop these projects and ultimately to complete the projects.**

**The Bank Building project is continuing with inside work, with most of the GSD water infrastructure work completed. There is still work to be done on the sewer lateral which is projected to be completed by end of year. During the infrastructure upgrade process, we have been able to replace old and failing infrastructure pipes and valves while mapping everything so as to make it easier to isolate areas in the future and do repairs or upgrades.**

**The New Inn and the theater renovation are stalled but projected to proceed once certain requirements are met with various regulatory agencies.**

**The Emerald Triangle Group is proceeding with their project while trying to comply with County requirements. There is a meeting at the County on November 21<sup>st</sup> to determine if this project will be allowed to proceed.**



# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: November 19, 2019  
To: Garberville Sanitary District Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Draft Audit for Fiscal Year 2018/19

### GENERAL OVERVIEW

The District contracted with Anderson, Lucas, Somerville, and Borges to perform the annual audit for the 2018-19 fiscal year. Again this year, the staff person performing the audit was Keith Borges. The preparatory and onsite portions of the audit went very smoothly. The Draft Audit was presented to the District on October 28, 2019. GSD staff and I have reviewed the draft audit. All necessary changes to the draft audit have been incorporated into the final draft as attached.

Again this year the management report received from the auditor was very complementary. The auditor's findings included the following statements:

- "We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period."
- "Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. .... We reviewed the capital asset listing, and current year depreciation schedule. We were satisfied that the calculations used were reasonable."
- "The financial statement disclosures are neutral, consistent, and clear."
- "We encountered no difficulties in dealing with management in performing and completing our audits."
- "Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no adjustments to the financial statements in the current year."
- "we did not identify any deficiencies in internal control that we considered to be material weaknesses."
- "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, each major fund, and the aggregate remaining fund information of the Garberville Sanitary District, as of June 30, 2019 and 2018, and the respective changes in

financial position, and where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.”

All of these findings summarize the efforts that our accounting team has made over the past three years in accurately recording and reviewing the business of the District.

## **STAFF RECOMMENDATION FOR BOARD ACTIONS**

1. Review the Draft Audit as presented
2. Review the Representations Letter, approve it, and authorize the Chair of the Board to sign on behalf of the District.

## **ATTACHMENTS**

GSD Board Representations Letter to Auditor

The DRAFT Audit is available in the GSD office or can be downloaded or viewed on the GSD website under quicklinks on the homepage.



# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

November 19, 2019

Anderson, Lucas, Somerville & Borges  
1338 Main Street  
Fortuna, CA 95540

We are providing this letter in connection with your audits of the financial statements of Garberville Sanitary District as of June 30, 2019 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the business-type activities, each major fund and the aggregate remaining fund information of Garberville Sanitary District and the respective changes in financial position and cash flows in conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with U.S. generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgement of a reasonable person relying on the information would be changed or influenced by the omission or misstatements. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 10, 2019, the following representations made to you during your audits.

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the business-type activities required by generally accepted accounting principles to be included in the financial reporting entity.

2. We have made available to you all —
  - a. Financial records and related data.
  - b. Minutes of the meetings of the Board of Directors of the Garberville Sanitary District or summaries of actions of recent meetings for which minutes have not yet been prepared.
3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We believe the effects of the uncorrected financial statement misstatements summarized in the attached schedule, if any, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, you have proposed adjusting journal entries that have been posted. We are in agreement with those adjustments.
6. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
7. We have no knowledge of any fraud or suspected fraud affecting the entity involving:
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
8. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

9. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
10. The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund equity.
11. The following, if any, have been properly recorded or disclosed in the financial statements:
  - a. Related party transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
  - b. Guarantees, whether written or oral, under which the District is contingently liable.
  - c. All accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements. We believe the estimates and measurements are reasonable in the circumstances, consistently applied and adequately disclosed.
12. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
13. There are no —
  - a. Violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial

statements or as a basis for recording a loss contingency, or for reporting on noncompliance.

- b. Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with generally accepted accounting principles (Statement of Financial Accounting Standards No. 5).
  - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by Financial Accounting Standards Board (FASB) Statement No. 5.
  - d. Reservations or designation of fund equity that were not properly authorized and approved.
14. As part of your audit, you assisted with preparation of the financial statements and related notes. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
15. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as made known to you.
16. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
17. We have followed all applicable laws and regulations in adopting, approving and amending budgets.
18. The financial statements properly classify all funds and activities.
19. All funds that meet the quantitative criteria in GASB Statement Nos. 34 & 37 for presentation as major are identified and presented.
20. Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.



21. Provisions for uncollectible receivables have been properly identified and recorded.
22. Interfund, internal and inter-entity activity and balances have been appropriately classified and reported.
23. Deposits and investment securities, if any, are properly classified as to risk, and investments are properly valued.
24. Capital assets are properly capitalized, reported, and, if applicable, depreciated.
25. We acknowledge our responsibility for the required supplementary information (RSI), if any. The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used on the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurements and presentations of the RSI.

To the best of our knowledge and belief, no events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

Signed: \_\_\_\_\_

Linda Broderson, Chair of the GSD Board of Directors



**Garberville Sanitary District**  
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### **PG&E POWER OUTAGES**

**As we have had time to absorb the impact of the recent electricity outages, it has become very apparent that we were better prepared than most, because we have planned for outages by purchasing multiple generators for all of the locations which required electricity for operation and uninterrupted service. Dan also filled multiple fuel tanks so that we had the necessary fuel in case of a long term outage.**

**We also learned that when the electricity is out, many gas stations cannot operate or run out of fuel due to high demand. This presents a potential future problem if there are long periods without electricity and we are unable to fill our generators.**

**I am not a big fan of large fuel storage tanks on site but this may be what we have to have if we want to ensure uninterrupted water and sewer treatment services.**

**We will be looking into fuel storage possibilities for a future meeting.**

**Another outcome of the electrical outages was that our cost for generator and vehicle fuel along with overtime for staff was far more expensive than electricity, which is why I am looking into filing a complaint with PG&E for repayment of expenses?**

**I would like your input on pursuing repayment options?**



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## **LATE PAYMENT CUSTOMER PROCEDURES**

**As we have worked diligently to bill customers at same time each month, give friendly reminders, give late charges, personal notices for timeline and shutoff, we are still having customers who disregard the monthly service charges and fees.**

**There are some who have had their water turned off for months and still do not contact us for a payment plan. We have discussed this internally because at what point do we file a lien on the property or take these customers to small claims court?**

**We have a very specific policy which states what is required and what actions we can take but have learned that if we file a lien or go to small claims court, we have to use a specific dollar amount we are owed, while any other accrued charges while waiting for judgement or house to sell, are not included.**

**The other concerning factor is that the time it takes and the fees required to pursue liens and small claim judgements is costly so we would like to discuss at what point should we pursue these or other options to collect the money owed?**

# GARBERVILLE SANITARY DISTRICT

## 2018 Consumer Confidence Report      June 1, 2018

We test the drinking water quality for many constituents as required by State and Federal Regulations. This report shows the results of our monitoring for the period of January 1 - December 31, 2018.

**Este informe contiene información muy importante sobre su agua potable.  
Tradúzcalo ó hable con alguien que lo entienda bien.**

Water for the Garberville Sanitary District originates from one surface water source at an infiltration gallery in the South Fork of the Eel River, near Garberville, and one ground water source known as the Tobin Well, in Garberville.

**We are pleased to report that our water meets all state and federal requirements.**

The Garberville Sanitary District Board of Directors meets on the 4th Tuesday of each month at 5:00 PM. Public participation is encouraged.

For additional information concerning your drinking water, contact The Garberville Sanitary District at:  
(707) 923-9566

### TERMS USED IN THIS REPORT:

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

**Public Health Goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Primary Drinking Water Standards (PDWS):** MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

**Secondary Drinking Water Standards (SDWS):** MCLs for contaminants that affect taste, odor, or appearance of the drinking water. Contaminants with SDWSs do not affect the health at the MCL levels.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant drinking water.

**Regulatory Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Variances and Exceptions:** Department permission to exceed an MCL or not comply with a treatment technique under certain conditions.

**ND:** not detectable at testing limit

**ppm:** parts per million or milligrams per liter (mg/L)

**ppb:** parts per billion or micrograms per liter (ug/L)

**ppt:** parts per trillion or nanograms per liter (ng/L)

**ppq:** parts per quadrillion or picogram per liter (pg/L)

**pCi/L:** picocuries per liter (a measure of radiation)

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

**Contaminants that may be present in source water include:**

- *Microbial contaminants*, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- *Inorganic contaminants*, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- *Pesticides and herbicides*, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- *Organic chemical contaminants*, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- *Radioactive contaminants*, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, USEPA and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Tables 1, 2, 3, 4, 5 and 6 list all of the drinking water contaminants that were detected during the most recent sampling for the constituent. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. The State Board allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of the data, though representative of the water quality, are more than one year old.

**TABLE 1 - SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER**

Lead and Copper	No. of samples collected	90 <sup>th</sup> percentile level detected	No. Sites exceeding AL	AL	MCLG	Typical Source of Contaminant
Lead (ppb)	10	2	0	15	2	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.
Copper (ppm)	10	.19	0	1.3	0.17	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preservatives.

\*Any violation of an MCL or AL is asterisked.

**TABLE 2 - SAMPLING RESULTS FOR SODIUM AND HARDNESS**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL	PHG (MCLG)	Typical Source of Contaminant
Calcium (ppm) - Eel River Tobin Well	2016 2016	27 18		none	none	Generally found in ground and surface water
Magnesium (ppm) - Eel River Tobin Well	2013 2016	9.9 19		none	none	Generally found in ground and surface water
Sodium (ppm) - Eel River Tobin Well	2013 2016	9.2 19		none	none	Generally found in ground and surface water
Hardness (ppm) - Eel River Tobin Well	2013 2016	110 120		none	none	Generally found in ground and surface water

\*Any violation of an MCL or AL is asterisked.

TABLE 3 - DETECTION OF CONTAMINANTS WITH A <u>PRIMARY</u> DRINKING WATER STANDARD						
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL	PHG (MCLG) [MRDLG]	Typical Source of Contaminant
Barium (ppm) – Eel River Tobin Well	2016 2016	0 0		1	2	Erosion of natural deposits.
Fluoride (ppm) – Eel River Tobin Well	2016 2016	0 .12		2	1	Erosion of natural deposits; Water additive which promotes strong teeth; Discharges from fertilizer and aluminum factories.
Radium 228 (pCi/L) Eel River Tobin Well	2016 2016	ND .2		2	(0)	Erosion of natural deposits.
TTHMs Total Trihalomethanes	2017	23		80	N/A	Byproduct of drinking water chlorination
Haloacetic acids	2017	11		60	H/A	Byproduct of drinking water disinfection
Nitrate (as Nitrogen ) (ppm) Eel River Tobin Well	2018 2018	0 1.2		45	45	Runoff and leaching from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

\*Any violation of an MCL or AL is asterisked.

TABLE 4 - DETECTION OF CONTAMINANTS WITH A <u>SECONDARY</u> DRINKING WATER STANDARD						
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detection	MCL	PHG (MCLG)	Typical Source of Contaminant
Color (units) Tobin Well	2016	3.7		15	N/A	Naturally-occurring organic materials
Chloride (ppm) Eel River Tobin Well	2013 2016	6.2 15		500	N/A	Runoff / leaching from natural deposits; seawater influence
Foaming Agents Tobin Well	2016	.05		500	N/A	
Iron (ppb) Tobin Well	2016	140		300	N/A	Leaching from natural deposits; industrial wastes
Manganese (ppb) Eel River Tobin Well	2013 2016	1.3 50		50	N/A	Leaching from natural deposits
Sulfate (ppm) Eel River Tobin well	2013 2016	10 20		500	N/A	Runoff / leaching from natural deposits; industrial wastes
Zinc (ppm) Eel River Tobin Well	2013 2016	ND .12		5	N/A	Runoff / leaching from natural deposits; industrial wastes
Specific Conductance (micromhos) Eel River Tobin Well	2017 2016	210 340		1600	N/A	Substances that form ions when in water; seawater influence
Total Dissolved Solids (ppm) Eel River Tobin Well	2013 2016	140 190		1000	N/A	Runoff / leaching from natural deposits

#### Additional General Information On Drinking Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Lead-Specific Language for Community Water Systems: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Garberville Sanitary District is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

#### For Systems Providing Surface Water As A Source Of Drinking Water:

(Refer to page 1, "Type of Water Source" to see if your source of water is surface water or groundwater)

TABLE 6 - SAMPLING RESULTS SHOWING TREATMENT OF SURFACE WATER SOURCES	
Treatment Technique (Type of approved filtration technology used)	Direct Filtration
Turbidity Performance Standards * (that must be met through the water treatment process)	Turbidity of the filtered water must: 1 - Be less than or equal to .3 NTU in 95% of measurements in a month. 2 - Shall not exceed 1.0 NTU for more than eight consecutive hours.
Lowest monthly percentage of samples that met Turbidity Performance Standard No. 1.	100%
Highest single turbidity measurement during the year	.078
The number of violations of any surface water treatment requirements	0

\*\* Turbidity (measured in NTU) is a measurement of the cloudiness of water and is a good indicator of water quality and filtration performance. Turbidity results which meet performance standards are considered to be in compliance with filtration requirements.



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### **HEADWORKS, TELEMETRY AND ALARMS**

**We are still without a fully operational sewer pumping station (headworks) because of a malfunctioning part which has been ordered multiple times but still not installed by the electrician.**

**We are able to operate but the facility is not fully functional at this time and we are unable to do weekly maintenance cleaning or have excessive (F.O.G)fats, oils and grease from cleaning the collection system because we are unable to clean the system effectively.**

**I have contacted the electrician to make this a priority and put us on list of projects to complete next week.**

**We have multiple elevation and equipment locations which makes it difficult to communicate with PLCs and electrical equipment. This is compounded by having outdated equipment and alarm systems, so we are in the process of updating the telemetry and alarm notification system to respond quicker to problems and be more efficient with operations.**

**WATER ORDINANCE NO. 1**  
**GARBERVILLE SANITARY DISTRICT**

AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR WATER SERVICE.

Be it ordained by the Board of Directors of the Garberville Sanitary District, Humboldt County, California, as follows:

**ARTICLE 1 - GENERAL RULES**

**Sec 1.1 Short Title.** This ordinance shall be known and cited as “G.S.D. Water Code”.  
Adopted 6/23/15

**Sec 1.2 Words and Phrases.** For the purpose of this ordinance, all words used herein shall be considered present and future as well as singular and plural.  
Adopted 6/23/15

**Sec 1.3 Water system.** The District will furnish and operate a water system comprised of pumps, a water treatment facility, distribution system, easements, property buildings and equipment.  
Adopted 6/23/15

**Sec 1.4 Enforcement.** If any section, subsection, sentence, clause, or phase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Sec 1.5 Pressure Conditions.** All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

**Sec 1.6 Maintenance of Water Pressure/Shutting Down for Emergency Repairs.** The Board shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs due to natural disasters or other circumstances beyond the District’s control. Customers that are dependent upon a continuous supply should have independent emergency storage.

**Sec 1.7 Tampering with District Property.** No one except a district employee or representative of the Board with a district employee, shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of the Districts’ system, or interfere with meters or their connections, street mains, or other parts of the water system.

**Sec 1.8 Penalty for Violation.** For the failure of the customer to comply with all or any part of this ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued until they have complied with the rule or regulation, rate or charge which was violated. Adopted 6/23/15

**Sec 1.9 Ruling Final.** All rulings of the Board shall be final.

## **ARTICLE 2 – DEFINITIONS**

**Sec 2.1 Board** - The Board of Directors of the District.

**Sec 2.2 Connection** - The pipeline and appurtenant facilities such as the curb stop, meter and meter box used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

**Sec 2.3 Cost** - The cost of labor, material, transportation, supervision, engineering, and all other necessary overhead expenses.

**Sec 2.4 Cross-Connection** - Exposure to drinking water contamination or pollution due to the backflow or back-siphon age of contaminants or pollutants through the water service connection, including sewerage.

Adopted 6/23/15

**Sec 2.5 District** - The Garberville Sanitary District.

**Sec 2.6 Main** - A water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of water.

**Sec 2.7 Person** - An individual or a company, association, co-partnership or public or private corporation.

**Sec 2.8 Premises** - A lot or parcel of real property, commercial buildings or apartments or multiple dwellings.

Adopted 6/23/15

**Sec 2.9 Private Fire Protection Service** - Water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection.

**Sec 2.10 Public Fire Protection Service** - The service and facilities of the entire water supply, storage, and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection.



**Sec 2.11 Owner** - The person whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property of buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the owner.

Adopted 6/23/15

**Sec 2.12 Regular Water Service** - Water service for normal domestic, commercial and industrial facilities, and the water available for domestic use.

Adopted 6/23/15

**Sec 2.13 Temporary Water Service** - Water service and facilities rendered for construction work and other uses of limited duration established by the District per incident.

**Sec 2.14 General Manager** - The person appointed by the Board to administer and enforce the rules and regulations of the District.

Adopted 6/23/15

**Sec 2.15 District Engineer** - The Engineer employed and acting for the Board of Directors, under the direction of the General Manager and shall be a Registered Civil Engineer.

Adopted 6/23/15

**Sec 2.16 Permit** - Any written authorization required pursuant to this or any other regulation of the District for the installation of any water works.

**Sec 2.17 Applicant** - The person making application for a permit for a water installation and shall be the owner of premises, or his authorized agent, for which a permit is requested.

**Sec 2.18 Contractor** - Any individual, firm, corporation, partnership, or association duly licensed by the State of California to perform the type of work to be done under the permit.

**Sec 2.19 Single Family Unit** - Refers to the place of residence for a single family.

**Sec 2.20 Multiple Dwelling** - A building for residential purposes containing more than one kitchen or having facilities for the occupancy of more than one person or families, including but not limited to the following: hotels, motels, mobile home parks, recreational vehicle parks, apartment houses, duplex, rooming houses, boarding houses, and dormitories.

**Sec 2.21 Street** - Any public highway, road, street, avenue, alleyway, public place, public easement, or right-of-way.

**Sec 2.22 Additional Definitions** - For the purposes of this ordinance, additional terms shall have the meaning indicated in Chapter 1 of the most recent edition of the "Uniform Plumbing Code" adopted by the International Association of Plumbing and Mechanical Officials.

## **ARTICLE 3 - NOTICES**

**Sec 3.1 Notice to Customers.** Notice from the District to a customer will normally be given in writing, and either delivered or mailed to him/her at his/her last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

**Sec 3.2 Correspondence from Customers.** A customer or their authorized representative may present correspondence to the District Board of Directors or to the District Office.

## **ARTICLE 4 - APPLICATION FOR WATER SERVICE**

**Sec 4.1 Application.** A property owner or his/her authorized agent **who provides authorization letter from owner** may make an application for Water Service. (See attached application form).  
Adopted 7/28/15

**Sec 4.2 Undertaking of Applicant.** Such application will signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to the water service and to make payment for water service.

**Sec 4.3 Payment for Previous Service.** An application will not be honored unless payment in full has been made for water service previously rendered to the applicant.

**Sec 4.4 Installation Charges.** New water service will require an application be filled out at the District office and a non-refundable connection fee of \$8,000 be paid before any water service is provided  
Adopted 9/22/15

**Sec 4.5 Installation of Service.** Service installations will be made only to property within GSD boundaries. Adopted 8/25/15

**Sec 4.6 Changes in Customer Equipment.** Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application. Changes to existing services is also subject to but not limited to sections 2.6 and 4.4

**Sec 4.7 Size and Location.** The District reserves the right to determine the size of service connections and their locations with respect to the boundaries of the premises to be served.  
Adopted 7/28/15

**Sec 4.8 Curb Cock.** Every service connection installed by the District shall be equipped with a curb cock on the inlet side of the meter. The curb cock is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb cock is damaged by the consumers use to an extent requiring replacement, such replacement shall be at the customer's expense.

**Sec 4.9 Service Connection.** It shall be unlawful to maintain a connection excepting in conformity with the following rules:

- a. Multiple service connections for single parcel are allowed under these conditions, if approved by General Manager or designee:
  1. Each building under separate ownership must be provided with a separate service connection and meter. Two or more buildings under same ownership and on the same lot or parcel may be supplied through the same service connection and meter if approved by the General Manager or designee.
  2. A master meter is installed at the property line.
  3. Metered service connections are provided for each sub unit or single family residence. Meters and valves will be supplied and remain property of GSD.
  4. Supply line from master meter to each of the units shall be installed and maintained by owner.
  5. Owner will be responsible for usage on master meter, determined by deducting each sub unit from master meter.
  6. Owner will be responsible for notifying the District of any changes to property or buildings at such time the General Manager or designee will inspect property for compliance of District service connection ordinances.
  7. Failure to notify the District when making improvements to the property or buildings may result in inspection costs and reimbursement of staff time, meters and construction expenses along with applicable connection fees.
- b. Different Owner. A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.
- c. Divided Property. When property with a service connection is divided, each parcel will have a separate service connection. Change to exiting services is also subject to but not limited to Sections 2.6 and 4.4.

Adopted 03/28/2017

**Sec 4.10 Maintenance of Service Connections.** The District will maintain the service line from the water main to the property line. This includes the meter, meter box, and curb stop. All pipes and fixtures extending or lying within the property line shall be installed and maintained by the owner of the property. Problems with pressure, line size etc., may be discussed with the Manager for better service by the District.

## **ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED**

**Sec 5.1 Permit Required.** An applicant for a permit to connect a building to a public water supply when the property upon which such building is situated does not abut a public water supply, shall pay all fees, connection charges and furnish bonds as required by this section.

1. In the case of any water extension needed by the District to provide a service connection or connections, a sum shall be advanced to the District based upon an estimate by bid of the total cost of all labor, materials, equipment and other costs incidental to the installation, plus fifteen (15%) for general overhead, including the cost of oversizing water mains for the general benefit of the developer and water distribution system. Upon completion of construction, the amount advanced shall be adjusted to the actual cost plus fifteen percent (15%) for general overhead.

2. Extension by Applicant. A fee of the amount deemed necessary by the District to pay all engineering inspection and other costs required to insure compliance with the terms, the permit and with the rules, regulations and ordinances of the District shall be paid to the District prior to the time the permit is issued, for reviewing plans and specifications, issuing a permit and inspecting the installation of public water extension, lateral and all appurtenances. If the fee fixed by the District is in excess of the actual cost to the District, any surplus over the cost shall be refunded to the person obtaining the permit. If the fee fixed by the District is less than the actual cost to the District, the person obtaining the permit shall be liable for the excess cost to the District. Prior to the issuance of a permit, the applicant shall furnish to the District a faithful performance bond or cash in the amount of the total estimated cost of work. A surety or sureties satisfactory shall secure said bond to the District. The cash deposit or faithful performance bond shall be conditioned upon the performance of the terms and conditions of the permit and shall guarantee the correction of faulty workmanship and the replacement of defective materials for a period of one (1) year after the date of acceptance of the work.

**Sec 5.2 General.** The District may provide all main extensions upon application for service, except as but not limited to sections 5.1,1 and 5.1,2.

**Sec 5.3 Determination.** If, in the opinion of the Board, the cost thereof is in excess of what it is prepared to advance or it questions the economic advantage to the District of making such advance, it shall determine the cost of such line.

**Sec 5.4 Advance Cost.** When the Board so determines, the applicant shall advance one half the estimated cost of the main across his street frontage, which frontage shall be not less than fifty (50) feet, provided this distance plus street intersections, if any, does not exceed one hundred (100) feet, the total cost must be deposited in advance of construction. For a corner lot, the street frontage shall be one half the sum of the total street frontage.

**Sec 5.5 Reimbursement.** Reimbursement to a sub divider, school district or other person for a portion of the cost of extending community waters pursuant to paragraph (1) of Section 5.1 of the Article will be as follows: Where the costs of the line extension has been paid by the original property owner, all future property owners hooking up to the extension will share equally in the cost of extending the line. This will be in effect for a maximum period of five (5) years after the date of such extension is originally connected.

**Sec 5.6 Plans, Profiles and Specifications.** The application for a permit for water construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District prepared by a Registered Civil Engineer showing all details of the proposal work based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications shall be examined by the District who shall approve them as filed or require them to be modified as deemed necessary for proper installation. After examination by the District, a permit shall be issued upon payment of all connection charges, fees and furnishing of bonds as required by the District. The permit shall prescribe such terms and conditions as the District finds necessary in the public interest.

**Sec 5.7 Subdivisions.** The requirements of Section 5.1 and 5.2 of these ordinances shall be fully complied with before the District shall approve any final subdivision map. The final subdivision map shall provide for the dedication for public use of all streets, easements or right of way in which community water lines are to be constructed. If a final subdivision map of a tract is recorded and the work of constructing water to serve the tract is not completed within the time limit allowed in the permit, the District may extend the time limit or may complete the work and take appropriate steps to enforce the provisions of the bond furnished by the sub divider. Specific information contained within Article 6.

**Sec 5.8 Easements or Right of Ways.** In the event that an easement is required for the extension of the public water or the making of connections, the applicant shall procure and have accepted by the District proper easement or grant of right of way sufficient in width to allow the laying and maintenance of such extension or connection.

**Sec 5.9 Persons authorized to Perform Work.** Only properly licensed contractors shall be authorized to perform the work of community water construction within the District. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor. The requirements of this Section shall apply to water lines installed concurrently with Public water construction.

**Sec 5.10 Grade Stakes.** A Registered Civil Engineer or Licensed Land Surveyor shall set grade and line stakes prior to the start of work on any public water construction. The contractor shall be responsible for accurately transferring grade to water invert.

**Sec 5.11 Compliance with Local Regulations.** Any persons constructing a water line within a street shall comply with all State and County laws, ordinances, rules and regulations. They shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

**Sec 5.12 Protection of Excavation.** The applicant shall maintain such barriers, lights and signs as necessary to give warning to the public at all times that a water line is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalks against any such conditions in connection with the construction of the water. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and any other person or agency having jurisdiction there over.

**Sec 5.13 Design and Construction Standards.** Minimum standards for the design and construction of water lines within the District shall be in accordance with the applicable provisions of the ordinances, rules and regulations heretofore or hereinafter adopted by the District, copies of which are on file in the office of the District. The District may permit modifications or may require higher standards where unusual conditions are encountered. “As-built” drawings showing the actual location of all mains, structures, valves and laterals shall be filed with the District before final acceptance of the work.

**Sec 5.14 Completion of Water Required.** Before any acceptance of any water line by the District and prior to the admission of any water from the District, the water line shall be tested and shall be completed in full compliance with all requirements of the accepted specifications and to the satisfaction of the District.

## **ARTICLE 6 - SUBDIVISIONS**

**Sec 6.1 Application.** A person desiring to provide a water system within a tract of land that he proposes to subdivide shall make written application therefor.

**Sec 6.2 Subdivision Identification.** The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by approved final subdivision map, and the plans, profiles, and specifications for the street work therein.

**Sec 6.3 Investigation.** Upon receiving the application, the Manager and/or District Engineer shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefor.

**Sec 6.4 Subdivision, Tracts, or Housing Project Deposit.** Sub dividers shall advance to the District 110% if constructed by the District or 10 % if constructed by the sub divider for the cost of the labor and materials necessary for constructing main lines to be laid within the subdivision plus fire hydrants and appurtenances. Fire hydrants shall be so located that each lot is within 500 feet of a hydrant.

**Sec 6.5 Specification and Construction.** The size, type, and quality of materials and location of the lines shall be specified by the current adopted Uniform Plumbing Code and the actual construction will be done by the District or by a contractor acceptable to it, in either of which events it shall be inspected and accepted by the District. Acceptance shall not relieve the owner from repairing defects that are identified during the year guarantee period following acceptance.

**Sec 6.6 Adjustment.** Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, any excess shall be refunded to the sub divider and any shortage will be paid by him to the District.

**Sec 6.7 Property of District.** All facilities shall be the property of the District and the total amount of credits and refunds shall not exceed the original deposit.

**Sec 6.8 Connection.** The sub divider shall, at his cost, provide all connections to each parcel or building constructed by him as herein provided.

## **ARTICLE 7 - GENERAL USE REGULATIONS**

**Sec 7.1 Water Waste.** No customer shall knowingly permit leaks. Where water is wastefully or negligently used on customer premises seriously affecting the general service, the District may discontinue the service if such conditions are not corrected within five (5) business days after giving the customer written notice.

**Sec 7.2 Responsibility for Equipment on Customer Premises.** All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, replaced, or repaired by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.

**Sec 7.3 Damage to Water System Facilities.** The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

**Sec 7.4 Ground-Wire Attachments.** All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing that is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

**Sec 7.5 Control Valve on the Customers Property.** The customer shall provide a valve on their side of the service installation as close to the meter location as practicable to control the flow of water to the piping on his premises. The customer shall not use the service curb stop to turn water on and off for his convenience.

**Sec 7.6 Cross-Connection.**

1. **Purpose:**

The purpose of this ordinance is to protect the public water supply system from contamination due to potential and actual cross-connections. This shall be accomplished by complying with State regulations adapted pursuant to Title 17, Section 7583 – 7605, inclusive of the California Code of Regulations, entitled “California Regulations to Drinking Water”. Chapter 5, Subchapter 1, Group 4.

2. Responsibility:

The General Manager or designee shall be responsible for implementing and enforcing the cross-connection program. An appropriate backflow prevention assembly shall be installed by and at the expense of the water user at each connection where required to prevent backflow from the water user's, premises to the domestic water system. It shall be the water user's responsibility to comply with Garberville Sanitary District requirements.

3. Requirements:

The type of protection that shall be provided to prevent backflow into the public water supply system shall be commensurate with the degree of hazard, actual or potential, that exists on the water user's premises. Unprotected cross-connections with the public water supply are prohibited. The type of backflow prevention assembly that may be required (listed in decreasing level of protection) includes: Air-gap separation (AG), Reduced Pressure Principle Backflow Prevention Assembly (RP), and a Double Check Valve Assembly (DC). The water users may choose a higher level of protection than required by the water supplier but must be approved by Garberville Sanitary District and be adequate to meet or exceed the requirements stated in the Hazard section of State Code 7604, Title 17.

Adopted 3/22/16

**Sec 7.7 Special Cases.** In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the backflow preventive devices.

**Sec 7.8 Relief Valves.** As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by him/her at his/her expense when check valve or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

**Sec 7.9 Back Flow Protection.**

1. Description: "Cross Connection" is an unprotected actual or potential connection between a potable water system (GSD) used to supply water for drinking purposes and any source containing unapproved water or substance that is not or cannot be approved as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel, or changeover devices, through which a backflow could occur, shall be considered cross-connections.

2. Responsibility and Scope:

a. The cross-connection program will be administered by the General Manager or designee. The Garberville Sanitary District will maintain a list of approved backflow prevention assembly testers. Garberville Sanitary District will conduct studies to determine the Potential hazards and the water quality associated with backflow Prevention assemblies. The water user will be notified when an assembly needs to be tested and this notification will include a date by which the test must be completed.



3. Water User's Responsibility:
  - a. The water user is responsible for installation, testing and repair of cross-connection devices, when such devices are deemed necessary by the District or State Department of Health.
  - b. To advise the District of any and all conditions which may require cross-connection protection, including, but not limited to:
    1. Handling of chemicals that could contaminate the District's water system.
    2. Operation of a fire protection system that is or can be connected to the water system.
    3. Irrigation systems in which chemicals or unapproved water may be introduced.
    4. Any unapproved water source on the premises.
    5. Use of reclaimed water on the premises. Pumping of hazardous materials
4. Backflow Prevention Assemblies:
  - a. Only backflow prevention assemblies which have been approved by Garberville Sanitary District shall be acceptable for installation by a water user. A list of approved backflow prevention assemblies will be provided upon request to any affected customer. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, title 17. Location of the assemblies shall be as close as practical to user's connection. The Garberville Sanitary District shall have final authority in determining the required location of a backflow prevention assembly.
  - b. Testing of backflow assemblies shall be conducted only by certified testers and testing will be responsibility of water user. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. More frequent testing may be required if deemed necessary by the Garberville Sanitary District. No assembly shall be placed back in service unless it is functioning as required. These assemblies shall be serviced, overhauled or replaced whenever they are found to be defective all costs of testing, repairs and maintenance shall be borne by the water user. Approval must be obtained from the Garberville Sanitary District prior to removing, relocating or replacing a backflow prevention assembly.
  - c. Water service termination will occur when there is a clear and immediate hazard to the potable water supply that cannot be immediately abated. Conditions that would require immediate water termination but are not limited to only these conditions are:
    1. Refusal to install or test a backflow prevention assembly, or to repair or replace a faulty backflow assembly.
    2. Direct or indirect connection between the public water system and a sewer line.
    3. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.

4. Notification will be given when termination of water service is required and water service will be denied until the backflow prevention assembly is working correctly, approved by certified tester and Garberville Sanitary District. The water user will be required to pay for any GSD staff time and for the certified tester before water service continues.

5. Governing Regulations:

Title 17. California Public Health and Safety Code.

Adopted 3/22/2016

**Sec 7.10 Discontinued Service.** The District may immediately discontinue the service of water to any premises if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

**Sec 7.11 Interruptions in Service.** The District shall not be liable for damage that may result from an interruption in service from a cause beyond the control of the District.

**Sec 7.12 Ingress and Egress.** Representatives from the District shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water services.

## **ARTICLE 8 - METERS**

**Sec 8.1 Change in Location of Meters.** Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense.

**Sec 8.2 Non-Registering Meters.** If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

**Sec 8.3 Access to Meters.** Customers are required to keep meter boxes accessible. All landscaping or other forms of vegetation is to be kept away from meter box so as not to restrict access. It is the responsibility of the customer to maintain the area of their property in which this equipment is placed.

## **ARTICLE 9 - BILLING**

**Sec 9.1 Billing Period.** The regular billing period will be monthly.

**Sec 9.2 Meter Reading.** Meters will be read as nearly as possible on the same day of each month.

**Sec 9.3 Opening and Closing Bills.** Opening and closing bills for less than the normal billing period shall be prorated as to quantity used.

**Sec 9.4 Water Charges.** Water charges are calculated and billed on the 1<sup>st</sup> of each month and are considered delinquent after the 25<sup>th</sup> of each month.  
Adopted 11/24/15

**Sec 9.5 Payment of Bills.** Bills are due and payable by 4:30 P.M. on the 25<sup>th</sup> of each month and if not paid a \$15 late charge will be applied.

- a. Customer Bills:  
Bills will be mailed by the first of each month.
- b. Late Payments Procedure:  
Bills past due – Courtesy Call  
35 days past due – Shut off notice – Hand delivered to service address.  
7 days after shut off notice is delivered – Water will be turned off. Owner will be notified. There will be a \$100 reconnection fee due, prior to water reconnected.  
60 days past due – Lien on building/property – Small claims  
120 days past due – Turn over to collection agency.
- c. Adjustments to bills – Payment Plans:  
The General Manager or designee will be the only person authorized to make adjustments to a bill or enter into a payment plan.
- d. NSF (non-sufficient funds) from any payment source will require the customer pay all bank charges and a \$35 handling fee.
- e. Upon 2 NSF (non-sufficient funds), within a 12-month period automatic payment will be denied until an agreement can be reached with the General Manager or designee.
- f. Tampering with water meters or turning meters on after being turned off for non-payment may result in a customer fine of \$200 and a reconnection fee of \$100 which must be paid with all outstanding service charges before water will be turned on unless an agreement is made with the General Manager or Designee.
- g. Service Charge Discount may be available for any customer that verifies they are over the age of 62 and have a combined income of less than \$24,000 annually. Customers who qualify may receive a \$15 credit which can be used to decrease their monthly service charge. Any service credit will require (10) units (7,500 gallons) in a given month, the service charge discount will be voided for that month.

Adopted 10/23/2018

**Sec 9.6 Billing of Separate Meters.** Separate bills will be rendered for each meter installation.

**Sec 9.7 Customer's Guarantee.** The water charge begins when a service connection is installed and the meter is set. The property owner must sign the customer service agreement form prior to being connected. This agreement guarantees that the owner is responsible for their property and for all unpaid service charges.

- a. Customers are required to place a deposit of \$100, refundable or applied to account after 2 years of good payment history.

- b. Owner will be responsible for any unpaid charges. Account must be current before customer's account can be established.
- c. Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the District and any person, firm, or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount.

Adopted 4/24/2018

**Sec 9.8 Water Used Without Application Being Made.** A person taking possession of premises and using water from an active service connection without having made application to the District for water service, shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

**Sec 9.9 Damages Through Leaking Pipes and Fixtures.** When turning on the water supply as requested and the house or property is vacant, the District will endeavor to ascertain if water is running on the inside of the building and if such is found to be the case, the water will be left shut off at the curb cock on the inlet side of the meter. The Board's jurisdiction and responsibility ends at the property line and the Board will in no case be liable for damages occasioned by water running from open or faulty fixtures or from broken or damaged pipes inside the property line.

**Sec 9.10 Damages to Meters.** The Board reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable; however, for any damage to the meter due to his negligence or carelessness and in particular for damage caused by hot water or steam from the premises.

## **ARTICLE 10 - DISCONTINUANCE OF SERVICE**

**Sec 10.1 Disconnection for Non-Payment.** Service may be discontinued for non-payment of bills after (30) days late.

Adopted 06/27/2017

**Sec 10.2 Reconnection Charge.** A nonrefundable reconnection charge of \$100 will be made and collected prior to renewing service following disconnection.

Adopted 06/27/2017

(a) Water service will be reconnected during normal work hours or there will be an additional \$100 charge for employee overtime.

**Sec 10.3 Unsafe Apparatus.** Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service of other customers.

**Sec 10.4 Cross-Connection.** Water service may be refused or discontinued to any premises where exists a cross-connection in violation of State or Federal laws.

**Sec 10.5 Fraud or Abuse.** Service may be discontinued if necessary to protect the District against fraud or abuse.

**Sec 10.6 Non-Compliance with Regulations.** Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service.

**Sec 10.7 Upon Vacating Premises.** Customers desiring to discontinue service shall notify the District two (2) or more days prior to the date of disconnect. Customers who fail to notify the District as provided in this section shall be liable for regular water service charges whether or not any water is used.

**Sec 10.8 Abandonment Charge.** Any person abandons service to a building from the District's water system or to abandon service to a property, shall pay to the District an Abandonment Charge. When no abandonment fee is received by the District, legal action may be taken to collect the abandonment fee. If the fee is not received from the renter, the property owner will be responsible for payment and service charges, including late fees and if payment is not received from the owner, all charges will be paid by the new owner along with a new connection fee before service will be provided.

The Abandonment Charge shall consist of:

- a. All costs incurred by the District in disconnecting the system at the property line and plugging and sealing the line, including the cost of surveying, if any, and
- b. The sum of five hundred dollars (\$500.00), to recover District costs.
- c. Owner must fill out the District Discontinuance application. (Appendix A)
  1. Item (b) of the Abandonment Charge shall not apply to any person who desires to disconnect a building from the District's Water or Sewer system but who intends to keep other buildings on the property connected to the system or to disconnect from one building while connecting to another on the same property.

Adopted 12/18/2018

**Sec 10.9 Annual Fee for Discontinuance of Service.** Any person requesting discontinuance of service will pay an annual fee of \$500 to keep service active and not be charged a re-connection fee when service continues. A new connection fee will be required before service is reinstated if discontinuance exceeds two years.

- a. Any person requesting discontinued service is required to fill out the District discontinued service application and be responsible for any associated costs, including service charges and associated fees along with a nonrefundable \$500 discontinued service fee.
- b. When a discontinued service wants reconnection and has not paid the annual \$500 inactive service fee, they will be required to pay current connection fees prior to service.
- c. An extension beyond two years will only be granted if approved by the General Manager or designee.

Adopted 4/26/16

**Sec 10.10 Water Ordinance Safe Harbor.** The District is electing to utilize Section 1.263(a)-1(f) de minimis safe harbor election, with a threshold of \$2500 per invoice or individual item, in accordance with Internal Revenue Service in Notice 2015-82 and all items in excess of this threshold will be booked as capital assets and will be depreciated in accordance with District policy and Appendix B of Publication 946. This election is effective as of July 1, 2017. TION 1.263(A)-1(F) DE MINIMIS SAFE HARBOR ELECTION  
Adopted 11/28/2017

## **ARTICLE 11 - COLLECTION BY SUIT**

**Sec 11.1 Suit.** Unpaid rates, charges and penalties herein provided may be collected by suit after 60 days of non-payment from billing date if all notifications and legal requirements have been met.  
Adopted 2/23/16

**Sec 11.2 Costs.** Defendant shall pay costs in any judgment rendered in favor of the District.

## **ARTICLE 12 - PUBLIC FIRE PROTECTION**

**Sec 12.1 Use of Fire Hydrants.** Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the General Manager or designee prior to use and shall operate the hydrant in accordance with instructions issued by the District.

- a. Unless previously agreed, water taken from a fire hydrant will be metered, monitored and billed at the bulk water rate in Article 14, Section 14.3
  - b. Applications and contract will be available at the GSD office
  - c. A \$10,000 fine may be charged for every unauthorized use of a fire hydrant
- Adopted 5/24/16

**Sec. 12.2 Moving of Fire Hydrants.** A fire hydrant may be moved only if approved by the General Manager or designee, with direction from the local fire department. Any costs incurred for moving a fire hydrant will be at the expense of the petitioner and only upon District approval.  
Adopted 6/28/16

**Sec. 12.3 Installation of Fire Hydrants.** When it is determined by Garberville Sanitary District that a fire hydrant is required at a specific location, the General Manager or designee will coordinate with the local fire department to determine what type of hydrant shall be installed. It will be the responsibility of Garberville Sanitary District to purchase and install all fire hydrants within District boundaries unless it has been determined that the hydrant is the responsibility of the fire department or property owner.  
Adopted 8/23/16

## **ARTICLE 13 - PRIVATE FIRE PROTECTION SERVICE**

**Sec 13.1 Payment of Cost.** The applicant for private fire protection service shall pay the total cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box, said installation to become the property of the District. The District may agree to install the connection and meter at cost plus ten percent (10%).

**Sec 13.2 No Connection to Other System.** There shall be no connections between this fire protection system and any other water distribution system on the premises.

**Sec 13.3 Use.** There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

**Sec 13.4 Meter Rates.** Any consumption recorded on the meter will be charged for at double the regular service rate except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

**Sec 13.5 Monthly Rates.** The District Board upon receipt of application shall establish the monthly rates for private fire protection.

**Sec 13.6 Violation of Agreement.** If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service.

**Sec 13.7 Water Pressure and Supply.** The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

**Sec 13.8 Rules.** The following rules shall apply to fire service connections:

1. **Cross Connection.** Proper back flow device must be installed for each private fire protection system.
2. **Valve.** When a fire service connection is installed, the valve governing it will be closed and LOCKED and remain so until a written order is received from the owner of the premises to have the water turned on.
3. **Meter.** If the District does not require a meter and if the water is used through a fire service connection for any other purpose than extinguishing of fires, it shall have the right to place a meter on the fire service connection and at the owner's expense or shut off the entire water supply from such premises.

## **ARTICLE 14 - GENERAL PROVISIONS**

**Sec 14.1 Pools and Tanks.** When an abnormally large quantity of water is desired for filling a swimming pool or other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby. A copy of procedures will be given along with permission.

**Sec 14.2 Responsibility for Equipment.** The customer shall, at his own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or their negligence or wrongful act of the customer or of any of the customers tenants, agents, employees, contractors, licensees or permittees installing, maintaining, operating, or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves, and other equipment that are open when water is turned on at the meter, either originally or when turned on after temporary shutdown.

**Sec 14.3 Bulk Water.** A Bulk Water Sales Application must be completed and payment made prior to any bulk water sales for **new customers**. Those customers who have established a good payment history may be exempted and billed at the end of the month. If damage occurs to District owned property the person or company that is using district property will be charged the cost of repairs. Bulk water sales are from **9:00 AM to 3:00PM M-F** unless special arrangements are requested in advance. Persons or Companies that wish to purchase and haul large quantities of water must have an approved backflow prevention device or an air gap between the fire hydrant and storage tank. The Manager or Field Operator will inspect all vehicles prior to any connection to the distribution system. After the inspection has been performed and noted on the application form, water may be drafted from the distribution system at a designated fire hydrant.

**Sec 14.4 Relief on Application.** When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provisions complained of, and requesting suspension or modification of this provision as applied to his premises. If such application were approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises to be effective as of the date of the application and continuing during the period of the special circumstances.

## **ARTICLE 15 - RATES AND FEES**

Rates and Fees are set by the board of Directors by Resolution and will become effective 30 days after adoption of the resolution.

**Sec 15.1 Connection Fee:**

**Sec 15.2 Monthly Quantity Charges.**

**Sec 15.3 System Expansion Fee.**

**Sec 15.4 Reconnection Charge.**



**Sec 15.5 Deposits.**

**Sec. 15.6 Late Fees.**

**Sec 15.6 Bulk Water Rates.**

**Sec 15.7 Pool Fill.**

**Sec 15.8 Nonprofit Irrigation Rate.** Nonprofit organizations whose sole use of water is irrigating playing fields used primarily for youth athletic activities may apply for an irrigation only water rate.

**Sec 15.9 Commercial Agricultural Water Use.**

1. Commercial Agricultural Water Use Requirements

- a. Any person requesting treated potable water for a commercial agricultural business will be required to submit an application at the District office. This application will include the agricultural product, the operational plan, a site map, any permit required by the County and a \$150 handling and inspection fee. This application will be renewed annually, or commercial agricultural water use will be denied.
- b. This application will include the name and contact information of the owner and tenant of the property as well as the address of property and estimated gallons of water to be used monthly.
- c. A GSD new and separate approved water meter and a connection fee will be required for ever approved new commercial agricultural business or farm and all approved applicants will pay an additional base rate and water usage fee.
- d. In the event that Garberville Sanitary District faces drought conditions, infrastructure deficiencies or limitation on the approved diversion rate, the agricultural water will be turned off, to ensure adequate water for residential use and human consumption.
- e. All commercial agricultural operations which request water will have their property inspected by the General Manager or designee, at which time the infrastructure will be evaluated to ensure that it is capable of handling the increased water volume.
- f. In the event the infrastructure is not adequate for the increased volume of water, an agreement will be made with the commercial agricultural business to upgrade the infrastructure or work with the District to do so before the application will be approved.
- g. When an infrastructure upgrade is required but the commercial agricultural business will not pay for or participate in upgrading the infrastructure, the application will be denied. Any commercial agricultural business will be required to comply with all requirements listed below.
- h. Commercial Agricultural customers will be required to show a water catchment plan that collects water during the winter months while preparing for high demand summer months.
- i. A reconciliation report will be required annually to compare projections with actual water use and efficiency.

j. REASON FOR DENIED WATER SERVICE

1. Negative impact to neighbors
2. Excessive pedestrian or vehicle traffic based on site visits and complaints.
3. Excessive signage
4. Excessive noise as determined by the District and complains.
5. Excessive lights, glare, or brightness.
6. Negative smells determined by District and complaints
7. Negative impact to fire suppression capabilities.
8. Inadequate water supply
9. Violation of State diversion and permit limits.

**Noncompliance with any of these requirements or from excessive complaints will result in your application being denied.**

**Adopted 01/23/2018**

## **ARTICLE 16 - TIME OF TAKING EFFECT**

**Sec 16.1.** This Ordinance shall take effect immediately on passage of resolution and prior Ordinances are hereby repealed or revised.

Chairperson of the Board of Directors

Date

Garberville Sanitary District  
Humboldt County, California