

**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: Tuesday, June 27th, 2023
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.

NOTE: The Board of Directors may require staff and the public to participate, via teleconference or otherwise electronically. This meeting is compliant with AB361 which allows for a deviation of Teleconference rules required by the Brown Act during a proclaimed state of emergency.

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

Rio Anderson___, Doug Bryan___, Julie Lyon_____, Dan Thomas_____, Richard Landes_____

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.

Motion:

Second:

Vote:

IV. NO CLOSED SESSION

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

Remote Public Comments:

- 1. Submit public comments in writing or by Email to the Garberville Board of Directors and Staff prior to meeting, so Board and staff have time to review the information provided. All public Comments sent to office or by email, must be received prior to 1:00PM on day of meeting.**

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 before consideration of that item. The Board reserves the right to limit the time of presentation by individuals and 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- River Levels—Operational Demands

Office Staff--LIHWAP Program Update- Mary

Board Members---

Correspondence-

General Manager—Ralph Emerson Pg. 4

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

Notice to the Public

All matters listed under Consent Agenda are considered to be routine and non-controversial, require no discussion and are expected to have unanimous Board support and may be enacted by the Board by one motion and voice vote. There will be no separate discussion of these items; however, before the Board votes on the motion to adopt, members of the Board may request that specific items be removed from the Consent Agenda for separate discussion and action. Any items will be considered after the motion to approve the Consent Agenda as time permits.

- A.1 Approve Financials Date-April 2023 - pg. 5-16
- A.2 Approve May 23rd, 2023 Regular Meeting Minutes - pg. 17-19
- A.3 Operations Safety Report- pg. 20-22

Motion: Second: Vote:

B. GENERAL BUSINESS – *Action items*

Notice to the Public

The Board of Directors will allow public comment on agenda items at the time the agenda item is considered. However We ask that any person who wishes to speak on an agenda item submit a request prior to the meeting being called to order. You will be given 3 minutes on each agenda item that you wish to comment on and the Board of Directors will discuss the item amongst themselves with no other public comment.

- B.1 Update on Southern Humboldt Community Park Water pg. 23-39
(discussion—possible action) Jennie

Motion: Second: Vote:

- B.2 Update on Tank Replacement Project pg. 40-53
(discussion-possible action) Jennie

Motion: Second: Vote:

- B.3 Drought Preparedness and River Level
(discussion-possible action)

Motion: Second: Vote:

- B.4 Customer Water Usage Update
(discussion-possible action)

Motion: Second:

- B.5 Vagrants Damaging District Property
(discussion-possible action)

Motion: Second: Vote:

C. POLICY REVISION / ADOPTION

C.1 Personnel Policy Changes
(discussion-possible action)

pg. 54-106

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

IX. CLOSED SESSION

No Closed Session Items

X. ITEMS FOR NEXT BOARD MEETING

- 1. River Level and Water Conservation
- 2. Update on SHCP
- 3. Tank Replacement Project Update
- 4.
- 5.

XI. ADJOURNMENT

The GSD Board meeting agenda will be posted at the District Office no later than. Date: Saturday, June 24th. 2023. The agenda will be on the GSD website and 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

remerson@garbervillesd.org

GENERAL MANAGER REPORT

Date: May 23rd, 2023

I was notified that a repeat complainer of anything to do with SHCP or GSD, contacted multiple agencies about the fire department and Cal Fire doing training at the community park. This training required water from fire trucks for fire fighting skills, as the fire season approaches quickly.

I was unaware of this activity and the water used for fire fighting training because Cal Fire is located in the GSD boundary and fills their fire truck at their facility.

As the Tank project proceeds, we have multiple other tasks which we are working on, which includes having Peterson Caterpillar send mobile mechanic to Garberville to make the repairs needed so that we can operate the backhoe to do projects and make repairs where needed.

There have been many new reports which the State is now requiring and this has taken all of us to provide the accurate information to complete these reports and applications within the timelines required.

Respectfully Submitted:

Ralph Emerson



GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM - Consent Item

Meeting Date: June 27, 2023
 To: Garberville Sanitary District Board of Directors
 From: Jennie Short, Consultant Project Manager
 Subject: April 2023 Financial Statements

GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for April 2023.

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

Description	Annual Budget	YTD Actual	YTD Budget	YTD Difference	😊
Total Revenue (excl. connection fees)	1,183,185.00	1,029,397.94	1,058,392.96	-28,995.02	😞
Total Expense (excl. Depreciation)	904,855.00	762,909.21	802,664.98	-39,755.77	😊
Net Income (excl. Depreciation)	278,330.00	266,488.73	255,727.98	10,760.75	😊
Payroll	456,015.00	404,006.64	388,777.60	15,229.04	😞
Repair & Maintenance + Supplies	101,200.00	50,390.83	89,166.70	-38,775.87	😊

As can be seen on the “Statement of Cash Flows Report for Board - July 2022 - April 2023” and the “Balance Sheet Report for Board as of April 30, 2023”:

- Operational revenues are **\$11,348.75 UNDER** budget.
- Operational expenses are **\$44,647.43 UNDER** budget.
- Net cash **DECREASE** for April is **\$90,943.67** and the year to date is a net cash **DECREASE** of **\$146,667.73**. The cash decrease is due to the extensive Tank Project costs that have been paid for this year but have yet to be reimbursed by the State.
- Overtime payroll costs are **\$5,958.10 OVER** budget and all payroll costs are OVER budget by \$15,229.04.

- The repair and maintenance plus supplies expenses are **\$38,775.87** UNDER the YTD budgeted amount.
- Total payments on loans so far this year total **\$85,189.20** of a budgeted year-end total of \$115,467.61.
- Total payments on grant reimbursements in the amount of **\$55,266.74** was made by the State Water Resources Control Board for the grant funding on the Robertson/Wallen/Hurlbutt Tanks Replacement Project of a budgeted year-end total of \$325,000. Two reimbursement requests have been made totaling **\$256,405.46**. One to DFA in the amount of \$71,396.46 and the other to DWR in the amount of \$185,009.00. I do not anticipate that the payments for these requests will be made prior to the end of the fiscal year.
- Expenditures for fixed asset acquisition through April 30, 2023 total **\$323,977.67** of a budgeted year-end total of \$478,000.00. The projects anticipated were:

Asset Description	Annual Amount Budgeted	Amount Spent YTD
Robertson + Wallen + Hurlbutt Tank Replacement Project	350,000	312,149.75
Meadows Aerial Waterline SRF Grant/Loan	8,000	
Bear Canyon Sewer Aerial Preliminary Design	5,000	
WWTP Flow Meters/Reprogram	7,500	
Fencing and Shelter for Raw Water Intake Generator & Controls	20,000	
Raw Water Intake Pump	70,000	
Pumps - Rebuild FW @ SWTP	7,500	
LMI Pumps-Water		5,793.31
LMI Pump - Sewer		1,565.61
Unspecified	10,000	4,469.00
Total:	478,000	323,977.67

RECOMMENDED BOARD ACTIONS

Review, approve and file the reports.

ATTACHMENTS

1. Statement of Cash Flows - Current Month and Fiscal Year to Date
2. Balance Sheet with Comparison = Current month and Fiscal Year beginning July 1, 2022.
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 Current Month

GARBERVILLE SANITARY DISTRICT
Statement of Cash Flows Report for Board
July 2022 through April 2023

	Fiscal Year to Date	Crrrent Month April 2023
OPERATING ACTIVITIES		
Net Income	(68,693.77)	(11,741.35)
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	5,963.46	494.78
1100 · Accounts Receivable	(27,839.09)	(7,053.50)
1110 · Accts Receivable Over Payments	1,860.05	35.00
1500 · Prepaid Insurance	(14,664.72)	4,775.69
1510 · Prepaid Licenses and Permits	(2,986.30)	2,543.17
1121 · Payroll Tax Overpayment	304.15	
2000 · Accounts Payable	(21,824.38)	4,664.05
20000 · Account Payable	(2,100.00)	
2225 · Accrued Workers Comp	2,530.50	1,032.23
2300 · Service Deposits	(500.00)	(100.00)
Net cash provided by Operating Activities	<u>(127,950.10)</u>	<u>(5,349.93)</u>
INVESTING ACTIVITIES		
1315 · Water Grant Receivable	55,266.74	
Equipment	(4,469.00)	
Accumulated Depreciation-Water	223,159.20	22,315.92
Accumulated Depreciation-Sewer	112,023.30	11,202.33
CIP-Robertson-Wallan-Hurlbutt T	(312,149.75)	(115,489.74)
WATER:Pumps	(5,793.31)	
SEWER:Pumps	(1,565.61)	
Net cash provided by Investing Activities	<u>66,471.57</u>	<u>(81,971.49)</u>
FINANCING ACTIVITIES		
2500 · N/P - SWRCB	(25,076.93)	
2700 · SRF Loan - Water	(22,991.18)	
2661 · Ditchwitch Vacuum Trailer	(19,833.84)	(1,861.00)
2665 · RCAC Loan - #0998 Backhoe	(17,287.25)	(1,761.25)
Net cash provided by Financing Activities	<u>(85,189.20)</u>	<u>(3,622.25)</u>
Net cash increase for period	<u>(146,667.73)</u>	<u>(90,943.67)</u>
Cash at beginning of period	<u>872,817.63</u>	<u>817,093.57</u>
Cash at end of period	<u><u>726,149.90</u></u>	<u><u>726,149.90</u></u>

GARBERVILLE SANITARY DISTRICT
Balance Sheet Comparison
As of April 30, 2023

	Jun 30, 22	Apr 30, 23	Difference
ASSETS			
Current Assets			
Checking/Savings			
1005 · Umpqua Checking - Operating	165,091.66	101,297.17	(63,794.49)
1006 · Umpqua System Reserve - Water	25,811.93	25,814.08	2.15
1007 · Umpqua System Reserve - Sewer	31,270.19	31,272.80	2.61
1011 · Water Enterprise Fund	46,832.34	46,836.24	3.90
1030 · County Treasury - Sewer Reserve	434,307.06	435,323.21	1,016.15
1031 · County Treasury - Water Reserve	141,265.36	41,265.36	(100,000.00)
1035 · Water Capital Improvement Fund	17,999.37	26,001.19	8,001.82
1036 · Sewer Capital Improvement Fund	9,998.37	17,999.59	8,001.22
1040 · Petty Cash	39.51	39.51	0.00
1050 · Cash Drawer	200.75	300.75	100.00
Total Checking/Savings	872,816.54	726,149.90	(146,666.64)
Accounts Receivable			
1115 · Acct Receivable - Collection	0.00		0.00
11000 · Accounts Receivable - Other	4,668.04	(1,295.42)	(5,963.46)
Total Accounts Receivable	4,668.04	(1,295.42)	(5,963.46)
Other Current Assets			
1100 · Accounts Receivable			
1110 · Accts Receivable Over Payments	(2,514.77)	(4,374.82)	(1,860.05)
1100 · Accounts Receivable - Other	105,064.11	132,903.20	27,839.09
Total 1100 · Accounts Receivable	102,549.34	128,528.38	25,979.04
1121 · Payroll Tax Overpayment	304.15		(304.15)
1315 · Water Grant Receivable	55,266.74		(55,266.74)
1400 · Interest Receivable	18,900.00	18,900.00	0.00
1500 · Prepaid Insurance	3,893.74	13,782.57	9,888.83
1510 · Prepaid Licenses and Permits	0.00	2,986.30	2,986.30
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00
Total Other Current Assets	175,913.97	159,197.25	(16,716.72)
Total Current Assets	1,053,398.55	884,051.73	(169,346.82)
Fixed Assets			
CIP-Church Street	6,800.00	6,800.00	0.00
CIP- Bear Canyon Sewerline	988.75	988.75	0.00
CIP - Meadows Aerial Waterline	9,133.44	9,133.44	0.00
CIP-Robertson-Wallan-Hurlbutt T	142,323.23	454,472.98	312,149.75
WATER			0.00
Land - Water	94,594.62	94,594.62	0.00
Water Easements & Intangibles	177,397.11	177,397.11	0.00
Treatment	79,919.93	79,919.93	0.00
Distribution	2,804,484.17	2,804,484.17	0.00
Pumps	10,048.99	15,842.30	5,793.31
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00
Total WATER	8,134,549.70	8,140,343.01	5,793.31
Water System	142,474.97	142,474.97	0.00

GARBERVILLE SANITARY DISTRICT
Balance Sheet Comparison
As of April 30, 2023

	Jun 30, 22	Apr 30, 23	Difference
SEWER			
Land - Sewer	129,810.68	129,810.68	0.00
Collection	2,395,295.12	2,395,295.12	0.00
Treatment	507,552.59	507,552.59	0.00
Pumps	32,648.40	34,214.01	1,565.61
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00
Total SEWER	5,857,758.70	5,859,324.31	1,565.61
Office Equipment	38,244.29	38,244.29	0.00
Equipment	311,403.29	315,872.29	4,469.00
Vehicles	121,205.99	121,205.99	0.00
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00
Accumulated Depreciation-Water	(2,760,532.30)	(2,983,691.50)	(223,159.20)
Accumulated Depreciation-Sewer	(2,504,788.10)	(2,616,811.40)	(112,023.30)
Total Fixed Assets	9,656,929.04	9,645,724.21	(11,204.83)
TOTAL ASSETS	10,710,327.59	10,529,775.94	(180,551.65)
LIABILITIES & EQUITY			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	58,597.50	36,773.12	(21,824.38)
Total Accounts Payable	58,597.50	36,773.12	(21,824.38)
Other Current Liabilities			
20001 · Accounts Payable - SWRCB	763.50	763.50	0.00
2300 · Service Deposits	6,400.00	5,900.00	(500.00)
20000 · Account Payable	2,100.00		(2,100.00)
2205 · Accrued Simple	(101.46)	(101.46)	0.00
2220 · Accrued State PR Taxes	0.00		0.00
2225 · Accrued Workers Comp	0.00	2,530.50	2,530.50
2230 · Accrued Vacation	40,952.75	40,952.75	0.00
2250 · Loans Payable - Current Portion	93,065.47	93,065.47	0.00
Total Other Current Liabilities	143,180.26	143,110.76	(69.50)
Total Current Liabilities	201,777.76	179,883.88	(21,893.88)
Long Term Liabilities			
2661 · Ditchwitch Vacuum Trailer	74,279.81	54,445.97	(19,833.84)
2665 · RCAC Loan - #0998 Backhoe	24,406.07	7,118.82	(17,287.25)
2500 · N/P - SWRCB	50,655.35	25,578.42	(25,076.93)
2700 · SRF Loan - Water	1,080,585.66	1,057,594.48	(22,991.18)
2900 · Less Current Portion	(93,065.47)	(93,065.47)	0.00
Total Long Term Liabilities	1,136,861.42	1,051,672.22	(85,189.20)
Total Liabilities	1,338,639.18	1,231,556.10	(107,083.08)
Equity			
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00
3100 · Retained Earnings	3,360,781.06	3,237,421.86	(123,359.20)
Net Income	(118,584.40)	(68,693.77)	49,890.63
Total Equity	9,371,688.41	9,298,219.84	(73,468.57)
TOTAL LIABILITIES & EQUITY	10,710,327.59	10,529,775.94	(180,551.65)

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 April 2023

	Apr 23	Jul '22 - Apr 23	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	25,990.10	285,978.40	293,760.00	360,000.00	(7,781.60)
4110 · Commercial	26,838.00	278,773.25	281,520.00	345,000.00	(2,746.75)
Total Water Charges	52,828.10	564,751.65	575,280.00	705,000.00	(10,528.35)
4200 · Sewer Charges	40,584.00	420,155.30	424,320.00	520,000.00	(4,164.70)
4300 · Connection Fees	0.00	16,000.00	16,000.00	24,000.00	0.00
4650 · Late Charges	1,245.00	12,195.00	10,000.00	12,000.00	2,195.00
4700 · Other Operating Revenue	840.00	3,249.30	2,500.00	3,000.00	749.30
49900 · Uncategorized Income	400.00	400.00			400.00
Total Income	95,897.10	1,016,751.25	1,028,100.00	1,264,000.00	(11,348.75)
Gross Profit	95,897.10	1,016,751.25	1,028,100.00	1,264,000.00	(11,348.75)
Expense					
Administrative and General					
5025 · Discount Program	510.00	3,360.00	3,000.00	3,600.00	360.00
5000 · Advertising	0.00	0.00	200.00	300.00	(200.00)
5005 · Bad Debts	3,736.55	15,558.95	3,083.30	5,000.00	12,475.65
5010 · Bank Charges					
5012 · Merchant Account Fees	378.74	4,972.32	3,333.40	4,000.00	1,638.92
5010 · Bank Charges - Other	188.06	1,776.62	1,666.60	2,000.00	110.02
Total 5010 · Bank Charges	566.80	6,748.94	5,000.00	6,000.00	1,748.94
5020 · Directors Fees	0.00	1,450.00	1,583.30	2,000.00	(133.30)
5030 · Dues and Memberships	0.00	5,614.87	4,508.40	5,410.00	1,106.47
5035 · Education and Training	0.00	1,416.44	2,500.00	3,000.00	(1,083.56)
5036 · Education and Training - B.O.D.	0.00	0.00	250.00	300.00	(250.00)
Insurance					
5040 · Liability	4,775.69	42,982.81	45,680.80	54,817.00	(2,697.99)
5050 · Workers' Comp	1,032.23	9,574.08	5,869.60	7,043.58	3,704.48
5055 · Health					
5055.1 · Employee Portion	(746.24)	(7,462.40)	(7,708.40)	(9,250.00)	246.00
5055 · Health - Other	4,230.52	40,284.52	40,541.60	48,650.00	(257.08)
Total 5055 · Health	3,484.28	32,822.12	32,833.20	39,400.00	(11.08)
Total Insurance	9,292.20	85,379.01	84,383.60	101,260.58	995.41
5060 · Licenses, Permits, and Fees	2,543.17	26,774.18	26,279.10	31,535.00	495.08
5065 · Auto	30.59	3,476.01	2,000.00	2,500.00	1,476.01
5070 · Miscellaneous	0.00	5.30	100.00	100.00	(94.70)
5080 · Office Expense	620.68	8,319.99	6,666.60	8,000.00	1,653.39
5085 · Outside Services	525.20	7,303.11	7,516.60	9,020.00	(213.49)
5090 · Payroll Taxes	2,604.06	26,292.51	28,250.00	33,900.00	(1,957.49)
5100 · Postage	208.99	2,236.56	2,916.60	3,500.00	(680.04)
5110 · Professional Fees	4,513.65	55,007.45	71,666.60	86,000.00	(16,659.15)
5120 · Property Taxes	0.00	0.00	50.00	50.00	(50.00)
5125 · Repairs and Maintenance	0.00	62.48	1,750.00	2,000.00	(1,687.52)
5130 · Rents	835.00	7,515.00	8,350.00	10,020.00	(835.00)
5135 · Retirement	813.29	8,051.54	7,741.60	9,290.00	309.94
5137 · Supplies	187.91	2,065.81	1,250.00	1,500.00	815.81

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
April 2023

	Apr 23	Jul '22 - Apr 23	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5140 · Telephone	627.09	8,370.60	9,383.40	11,260.00	(1,012.80)
5145 · Tools	269.98	1,815.06	1,666.60	2,000.00	148.46
5150 · Travel and Meetings	0.00	933.17	1,250.00	1,500.00	(316.83)
5155 · Utilities	351.19	2,766.28	3,645.80	4,375.00	(879.52)
5160 · Wages					
5165 · Wages - Overtime	504.00	3,481.50	3,395.80	4,075.00	85.70
5160 · Wages - Other	13,198.57	144,193.28	152,536.60	183,044.00	(8,343.32)
Total 5160 · Wages	13,702.57	147,674.78	155,932.40	187,119.00	(8,257.62)
5170 · Vacation Accrual Adjustment	0.00	0.00	0.00	6,000.00	0.00
Total Administrative and General	41,938.92	428,198.04	440,923.90	536,539.58	(12,725.86)
Sewage Collection					
6010 · Fuel	422.44	3,883.98	4,166.70	5,000.00	(282.72)
6030 · Repairs and Maintenance	80.95	5,143.56	10,833.30	13,000.00	(5,689.74)
6040 · Supplies	0.00	209.82	1,666.70	2,000.00	(1,456.88)
6050 · Utilities	289.43	2,718.18	4,166.70	5,000.00	(1,448.52)
6060 · Wages					
6065 · Wages - Overtime Sewer Collect	2,769.00	21,319.50	9,583.30	11,500.00	11,736.20
6060 · Wages - Other	4,588.90	41,632.47	27,498.30	32,998.00	14,134.17
Total 6060 · Wages	7,357.90	62,951.97	37,081.60	44,498.00	25,870.37
Total Sewage Collection	8,150.72	74,907.51	57,915.00	69,498.00	16,992.51
Sewage Treatment					
6075 · Fuel	577.59	4,039.13	4,166.70	5,000.00	(127.57)
6080 · Monitoring	787.50	5,938.00	5,833.30	7,000.00	104.70
6100 · Repairs and Maintenance	285.19	1,437.22	12,500.00	15,000.00	(11,062.78)
6110 · Supplies	30.16	12,020.53	6,500.00	7,800.00	5,520.53
6120 · Utilities	1,693.59	13,275.00	11,458.30	13,750.00	1,816.70
6130 · Wages					
6135 · Wages - Overtime Sewer Treatr	186.00	2,393.50	2,916.70	3,500.00	(523.20)
6130 · Wages - Other	3,330.66	36,006.06	29,960.00	35,952.00	6,046.06
Total 6130 · Wages	3,516.66	38,399.56	32,876.70	39,452.00	5,522.86
Total Sewage Treatment	6,890.69	75,109.44	73,335.00	88,002.00	1,774.44
Water Trans and Distribution					
7075 · Fuel	422.44	3,822.97	4,166.70	5,000.00	(343.73)
7090 · Repairs and Maintenance	1,687.05	13,282.04	25,000.00	30,000.00	(11,717.96)
7100 · Supplies	0.00	673.82	4,166.70	5,000.00	(3,492.88)
7110 · Utilities	930.23	8,469.08	10,416.70	12,500.00	(1,947.62)
7120 · Wages					
7125 · Wages - Overtime Water Trans &	570.00	3,831.50	7,083.30	8,500.00	(3,251.80)
7120 · Wages - Other	3,562.32	32,942.14	36,304.20	43,565.00	(3,362.06)
Total 7120 · Wages	4,132.32	36,773.64	43,387.50	52,065.00	(6,613.86)
Total Water Trans and Distribution	7,172.04	63,021.55	87,137.60	104,565.00	(24,116.05)
Water Treatment					
7020 · Fuel	422.47	3,823.13	4,166.70	5,000.00	(343.57)
7010 · Monitoring	192.50	3,020.00	6,666.70	8,000.00	(3,646.70)
7030 · Repairs and Maintenance	23.63	3,352.91	12,500.00	15,000.00	(9,147.09)
7040 · Supplies	1.43	12,142.64	13,000.00	15,600.00	(857.36)
7050 · Utilities	4,282.40	45,448.31	54,687.50	65,625.00	(9,239.19)

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
April 2023

	Apr 23	Jul '22 - Apr 23	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7060 · Wages					
7065 · Wages - Overtime Water Treatm	1,015.50	6,244.50	8,333.30	10,000.00	(2,088.80)
7060 · Wages - Other	3,566.05	35,221.94	36,471.70	43,766.00	(1,249.76)
Total 7060 · Wages	4,581.55	41,466.44	44,805.00	53,766.00	(3,338.56)
Total Water Treatment	9,503.98	109,253.43	135,825.90	162,991.00	(26,572.47)
Total Expense	73,656.35	750,489.97	795,137.40	961,595.58	(44,647.43)
Net Ordinary Income	22,240.75	266,261.28	232,962.60	302,404.42	33,298.68
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	0.00	12,750.00	25,500.00	(12,750.00)
8020 · Unsecured	0.00	948.67	950.00	1,900.00	(1.33)
8025 · Prior Years	0.00	0.00	5.00	10.00	(5.00)
8030 · Supplemental - Current	0.00	67.48	125.00	250.00	(57.52)
8035 · Supplemental - Prior Years	0.00	0.00	25.00	50.00	(25.00)
Total Property Tax Revenue	0.00	1,016.15	13,855.00	27,710.00	(12,838.85)
8053 · Water Capital Grant Income	0.00	8,741.26	8,741.26	325,000.00	0.00
8060 · Interest Income	0.86	10.61	3,375.00	4,500.00	(3,364.39)
8070 · Other Non-Operating Revenue	0.00	2,878.67	4,166.70	5,000.00	(1,288.03)
9030 · Homeowners' Tax Relief	0.00	0.00	155.00	310.00	(155.00)
Total Other Income	0.86	12,646.69	30,292.96	362,520.00	(17,646.27)
Other Expense					
8041 · Emergency Wage Reimbursement	0.00	861.00			
9010 · Other Expenses	0.00	6,796.75	3,333.40	4,000.00	3,463.35
9040 · Depreciation	33,518.25	335,182.50	345,833.30	415,000.00	(10,650.80)
9050 · Interest Expense	464.71	4,761.49	4,194.18	4,830.51	567.31
Total Other Expense	33,982.96	347,601.74	353,360.88	423,830.51	(5,759.14)
Net Other Income	(33,982.10)	(334,955.05)	(323,067.92)	(61,310.51)	(11,887.13)
Net Income	(11,741.35)	(68,693.77)	(90,105.32)	241,093.91	21,411.55

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
April 2023

Date	Num	Memo	Amount
101 Netlink			
04/17/2023	12032		-254.00
Total 101 Netlink			-254.00
Amazon.com			
04/05/2023	DBT		-68.94
04/12/2023	DBT		-80.95
Total Amazon.com			-149.89
Bank Of The West			
04/17/2023	DBT		-2,288.71
Total Bank Of The West			-2,288.71
Blue Star Gas			
04/24/2023	12047		-146.25
Total Blue Star Gas			-146.25
Brenntag Pacific, Inc.			
04/10/2023	11990		-5,521.13
Total Brenntag Pacific, Inc.			-5,521.13
Capital Bank & Trust			
04/03/2023	EFT	557880519	-1,045.11
04/03/2023	EFT	025158148	-439.85
04/18/2023	EFT	025158148	-373.44
04/18/2023	EFT	557880519	-898.83
Total Capital Bank & Trust			-2,757.23
Clear Rate Communications			
04/19/2023	12046		-352.18
Total Clear Rate Communications			-352.18
Daniel Thomas			
04/17/2023	12033		-100.00
Total Daniel Thomas			-100.00
Dazey's Building Center			
04/17/2023	12034		-80.24
Total Dazey's Building Center			-80.24
Doug Bryan			
04/17/2023	12035		-100.00
Total Doug Bryan			-100.00
EDD			
04/03/2023	EFT	499-0538-3	-996.52
04/03/2023	EFT	499-0538-3	-27.85
04/18/2023	EFT	499-0538-3	-29.43
04/18/2023	EFT	499-0538-3	-782.84
Total EDD			-1,836.64
Fluentstream Tech			
04/12/2023	12020		-117.28
Total Fluentstream Tech			-117.28
Glacier Water Vending			
04/06/2023	DBT		-2.60
04/06/2023	DBT		-2.60
Total Glacier Water Vending			-5.20

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
April 2023

Date	Num	Memo	Amount
Harland Clarke Check Order			
04/05/2023			-183.05
04/05/2023			-363.49
Total Harland Clarke Check Order			-546.54
Humboldt Land Title Company			
04/04/2023	12011		-750.00
04/04/2023	12012		-750.00
04/04/2023	12013		-750.00
04/04/2023	12014		-750.00
Total Humboldt Land Title Company			-3,000.00
IRS			
04/03/2023	EFT	68-0296323	-4,544.94
04/18/2023	EFT	68-0296323	-3,802.62
Total IRS			-8,347.56
Jennie Short			
04/14/2023	12026		-5,013.75
Total Jennie Short			-5,013.75
Julie Lyon			
04/17/2023	12036		-50.00
Total Julie Lyon			-50.00
NALCO			
04/05/2023	11989		-2,711.04
Total NALCO			-2,711.04
NAPA			
04/11/2023	12019		-195.94
Total NAPA			-195.94
North Coast Laboratories Ltd.			
04/19/2023	12044		-760.00
Total North Coast Laboratories Ltd.			-760.00
PACE Supply			
04/11/2023	12018		-308.57
Total PACE Supply			-308.57
PG&E			
04/14/2023	12025		-7,052.00
Total PG&E			-7,052.00
Pitney Bowes Purchase Power			
04/12/2023	12021		-208.99
Total Pitney Bowes Purchase Power			-208.99
Points West Surveying Co.			
04/19/2023	12027		-10,537.50
Total Points West Surveying Co.			-10,537.50
R. Anderson			
04/17/2023	12037		-100.00
Total R. Anderson			-100.00

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
April 2023

Date	Num	Memo	Amount
Ralph Emerson			
04/24/2023	12048		-50.00
Total Ralph Emerson			-50.00
Redwood Merchant Services			
04/02/2023	12106		-125.92
04/30/2023			-255.03
Total Redwood Merchant Services			-380.95
RENNER			
04/10/2023	DBT		-1,689.79
Total RENNER			-1,689.79
Richard Landes			
04/13/2023	12024		-100.00
Total Richard Landes			-100.00
Rural Community Assistance Prog - Backhoe			
04/01/2023	DBT		-1,798.25
Total Rural Community Assistance Prog - Backhoe			-1,798.25
SDRMA			
04/10/2023	12015		-4,230.52
Total SDRMA			-4,230.52
Sentry III Center			
04/03/2023	12010		-835.00
Total Sentry III Center			-835.00
SHN Consulting Engineers & Geologists			
04/26/2023	12028		-86,187.75
Total SHN Consulting Engineers & Geologists			-86,187.75
Starlink			
04/12/2023	DBT		-135.00
Total Starlink			-135.00
Streamline Inc			
04/12/2023	12023		-200.00
Total Streamline Inc			-200.00
The Mitchell Law Firm, LLP			
04/19/2023	12045		-157.50
Total The Mitchell Law Firm, LLP			-157.50
Umpqua Bank			
04/15/2023	12105		-199.48
Total Umpqua Bank			-199.48
US Cellular			
04/05/2023	12017		-205.80
Total US Cellular			-205.80
Van Meter Construction			
04/11/2023	12016		-3,000.00
Total Van Meter Construction			-3,000.00

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
April 2023

Date	Num	Memo	Amount
Wyatt & Whitchurch, E.A. Inc.			
04/12/2023	12022		-1,240.00
Total Wyatt & Whitchurch, E.A. Inc.			-1,240.00
Arreguin, Daniel J			
04/03/2023	12002		-3,818.62
04/18/2023	12038		-3,068.23
Total Arreguin, Daniel J			-6,886.85
Emerson, Ralph K			
04/03/2023	12003		-2,950.97
04/18/2023	12039		-2,950.98
Total Emerson, Ralph K			-5,901.95
Miller, Brian A			
04/03/2023	12004		-2,914.00
04/18/2023	12040		-2,321.72
Total Miller, Brian A			-5,235.72
Nieto, Mary			
04/03/2023	12005		-1,673.87
04/18/2023	12041		-1,498.08
Total Nieto, Mary			-3,171.95
Ruiz, Ricardo			
04/03/2023	12006		-575.86
04/18/2023	12042		-707.43
Total Ruiz, Ricardo			-1,283.29
Sweet, Laura D.			
04/03/2023	12007		-321.20
04/18/2023	12043		-219.72
Total Sweet, Laura D.			-540.92
TOTAL			-175,971.36

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

**Date of Meeting: Tuesday, May 23rd, 2023
5:00 p.m. – Open Public Session**

I. REGULAR MEETING CALLED TO ORDER

Doug Bryan called the meeting to order at 5:01 p.m.

II. ESTABLISHMENT OF QUORUM

Rio Anderson- Absent
Doug Bryan- Present
Julie Lyon- Present
Dan Thomas- Present
Richard Landes- Present

III. APPROVAL OF AGENDA

Motion: Dan Thomas

Second: Julie Lyon

Vote: 4-0

IV. BOARD WILL ENTER CLOSED SESSION

(Questions or comments about closed session item)

Closed session started at 5:03 p.m.

IVa. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code

Section, 54956.9(d)(2), (e)(3): One Claim, Claimant: (Richard and Hope Lamb).
(information only)

V. RETURN TO OPEN SESSION

No reportable action was taken in closed session. Closed session ended at 5:10 p.m.

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

Meeting Attendance: Kristen Vogel

VII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS –

Operations Staff- River Levels—Operational Demands

Office Staff----- Monthly Press Releases (Laura)

Board Members- 0

Correspondence---- South County Homes for All—Zero Emission Vehicles Pg. 4-11

General Manager—Ralph Emerson Pg. 12

IX. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve Financials Date- February & March 2023 - pg. 13-36

A.2 Approve April 4th, 2023 Regular Meeting Minutes - pg. 37-39

A.3 Operations Safety Report- pg. 40-42

Motion: Dan Thomas

Second: Julie Lyon

Vote: 4-0

B. GENERAL BUSINESS – Action items

B.1 2023-2024 Budget Presentation pg. 43-58
(discussion—possible action) Jennie

Motion: Richard Landes Second: Dan Thomas Vote: 4-0

Doug asked for a motion to approve the fiscal year 2023/24 budget and implementing the newly adjusted scheduled rate increases & decreases as adopted in Resolution 20-007 and revised here in.

B.2 Water Capacity Report pg. 59-67
(discussion-possible action) Jennie

The analysis provides an overview of the various water sources, infrastructure at those sources, treatment infrastructure, and historical water diversions from the sources. It identifies the different uses for the water diverted by calendar year.

B.3 Update on Tank Replacement Project pg. 68-89
(discussion-possible action) Jennie

Since the last Board Meeting, the Project Team has finalized and submitted the Draft Preliminary Engineering Report to the State Water Resources Control Board Division of Financial Assistance (DFA), Division of Drinking Water (DDW), and the Department of Water Resources (DWR) for their review and comment. SHN is now making the necessary changes and will produce the Final PER. SHN has begun 30% design of the project, geotechnical investigation is scheduled for the first week in June, and early biological and wetlands field studies were conducted last week. Late biological field studies will be completed in July, which will allow SHN’s Environmental staff to begin production of the CEQA document.

B.4 New Contract With 4Js Consulting pg. 90-93
(discussion-possible action)

Motion: Julie Lyon Second: Dan Thomas Vote: 4-0

B.5 Update on SHCP Water Service (Handout at Meeting)
(discussion-possible action) Jennie

Resolution 23-006 Motion: Dan Thomas Second: Richard Landes Roll Call Vote: 4-0

The condition of approval for service to the SHCP are amended to be as follows:

B. The SHCP will make application for this new service connection from Sprowel Creek Road off the 8” waterline that was constructed as part of the Kimtu Project. A new meter will be set here for SHCP service.

D. The one new ¾” meter is for residential, Park Office, and public recreation drinking fountain uses only and is not intended to be used to serve future development on the Property contemplated by SHCP or shown in the Final EIR as adopted by Humboldt County.

2. The Board of Directors hereby finds that the proposed change is so minor in nature that it does not present any new environmental impacts not already considered in the original environmental documents, does not constitute a substantial change, and that no subsequent or supplemental environmental documentation is required.

Doug asked for a motion to give him the authority to sign the amended agreement with SHCP.

Motion: Richard Landes Second: Julie Lyon Vote: 4-0

B.6 Update on Road Improvement Project
(discussion-possible action)

B.7 District Credit Card
(discussion-possible action)

Mary

pg. 94-95

Motion: Dan Thomas **Second: Richard Landes** **Vote: 4-0**
The Board gave Mary the direction to sign up for a Visa Business Rewards Credit Card through Umpqua Bank.

C. POLICY REVISION / ADOPTION

C.1 Personnel Policy Changes
(discussion-possible action)
TABLE

pg. 96-148

X. ITEMS FOR NEXT BOARD MEETING

1. River Conditions Compared to Historical
2. Update on SHCP
3. Tank Replacement Project Update
- 4.
- 5.

XI. ADJOURNMENT

Doug Bryan ended the meeting at 7:05 p.m.



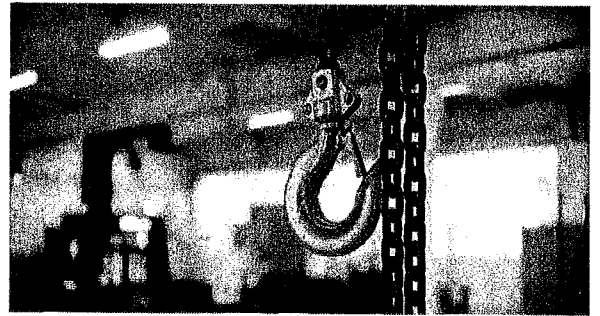
SAFETY TRAINING SIGN-IN SHEET

District Name: Garberville Sanitary Dist Trainer: Ralph Emerson
Training Topic: overhead crane/hoist Training Date: 6/22/23

EMPLOYEE NAME	SIGNATURE
<u>Dan Arreguin</u>	<u>Dan Arreguin</u>
<u>Ralph Emerson</u>	<u>Ralph Emerson</u>
<u>Mary Nieto</u>	<u>Mary Nieto</u>
<u>Brian Miller</u>	<u>Brian Miller</u>

Overhead Crane/Hoist Inspections

When working with or around cranes and hoists, employees could be seriously injured if the proper safety inspections are not being conducted. This Safety Talk will review best practices for conducting inspections of overhead cranes and hoists commonly used by SDRMA members.



INSPECTIONS

Cal/OSHA requires different types of inspections at different times of the year. The most thorough type occurs annually and must be conducted by an accredited crane inspector. Annual inspections focus on critical electrical, mechanical and structural components.

Quarterly inspections are less thorough than annual inspections and can be completed by anyone qualified to recognize and mitigate hazards either by experience or training.

As an operator, you are required to conduct a daily crane/hoist inspection (or prior to use) To begin, inspect the following :

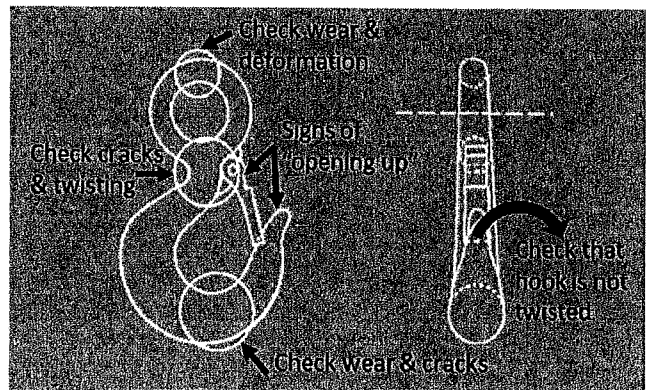
- All functional mechanisms for excessive wear or maladjustments interfering with proper operation
- Any pneumatic or hydraulic lines/equipment ensuring no leaks or deterioration
- The hydraulic system's fluid level
- The electrical apparatus for signs of excessive deterioration, dirt/moisture accumulation or any type of malfunction
- Ground conditions around the crane/hoist support system for ground settling

Next, inspect the hook, latch, chain, and sling for cracks, deformation, or excessive damage that could result in the load becoming unsecured and falling.

Hooks

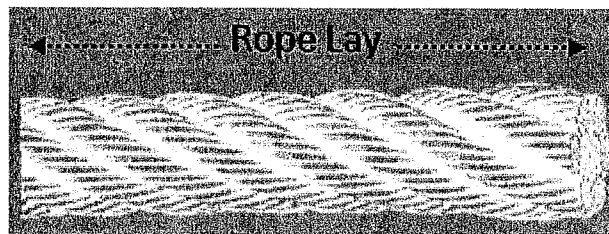
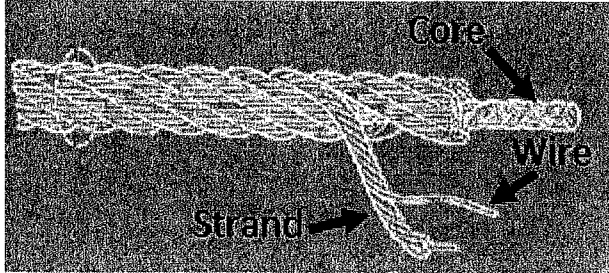
Remove the hook from service if any of the following are observed:

- Missing/illegible load rating info
- Excessive pitting or corrosion
- Deformation – any visible bends or twists from the original plane of hook
- Any distortion causing an increase in throat opening of 5% not to exceed 1/4" (or as recommended by manufacturer)
- Damaged or missing self closing latch/lock
- Evidence of welding, drilling, machining, grinding, or other modifications



Wire Rope Slings

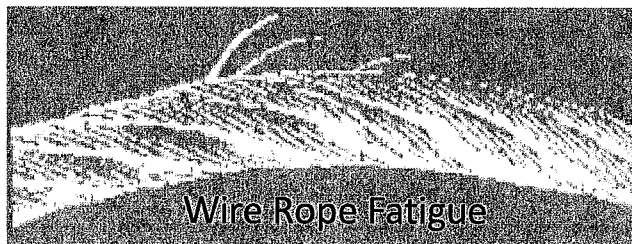
Inspect the wire rope for broken strands of wire. Immediately remove from service any wire rope with six randomly distributed broken wires in one rope lay, **or** three broken wires in one strand in one rope lay.



A rope lay is the distance it takes for an individual strand to make a complete wrap around the core.

Other conditions that warrant removal of wire rope slings from service include:

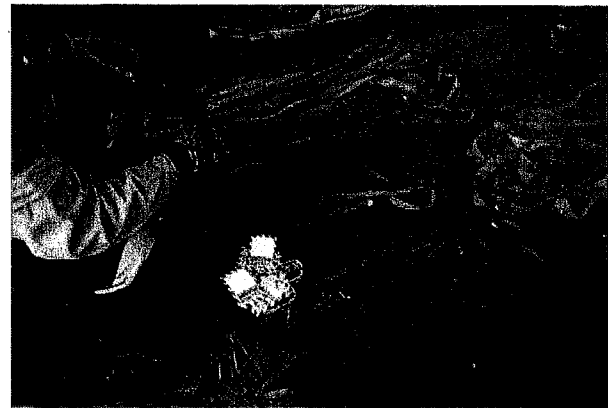
- Kinking, crushing, bird caging, rope fatigue, or any other damage resulting in distortion of the wire rope structure



Synthetic Web Slings

Inspect synthetic web slings for the following:

- Manufacturer tag/markings indicating name, type of sling, and load rating
- Signs of acid or caustic burns
- Stitching that is unraveling or cut
- Web should not have holes, tears, snags or be discolored
- Knots in webbing



Remove the synthetic web sling from service if any of the above-mentioned issues are observed.

ADDITIONAL BEST PRACTICES

- Know the weight of the load being lifted, and do not exceed the load ratings for the sling, hook, or the crane
- Hoist from directly over the load. If not centered, the load may swing when lifted
- Never lift loads over people
- Do not raise loads higher than necessary to clear objects
- Never leave suspended loads unattended

More Resources:

- [Cal/OSHA §4880](#), Cranes and Hoisting Equip.
- [Cal/OSHA Crane Unit](#)
- [SDRMA Risk Control Team](#)

This *Safety Talk* provides awareness level training on Cranes and Hoists Safety. If this information is unclear or if you have any additional questions, please talk to you supervisor.



GARBERVILLE SANITARY DISTRICT

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

BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: June 27, 2023
To: Garberville Sanitary District Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: SHCP Water Service Request
SWRCB DWR POU Petition Update

GENERAL OVERVIEW

During the May 2023 Board Meeting, the Board approved an Updated Water Service Agreement (WSA) and directed staff to forward the Updated WSA to the SHCP Board for execution and to the LAFCo Executive Director for their files. We have received from the Park a request for a few changes to the WSA that mainly consist of changing the financial burden associated with installation of the new meter and water service lateral from the Park to GSD. The Park has provided a letter requesting the Board modify their stance that the costs associating with installing the meter are the Park's responsibility since the District told the Park back in 2009 when the meter was turned off that we would install a new meter once the waterline in Sprowel Creek Road or Tooby Ranch Road was completed. They feel that the District should fulfil that promise and bear the cost for installation of the meter. The attached Updated WSA shows the proposed changes from the SHCP in track changes mode.

FINANCIAL CONSIDERATIONS

Financial Amounts as of 6/20/2023:

Description	Amount
Total Expenditures	\$ 35,000.73
Credit from GSD Board	- 5,000.00
SHCP Payments made so far	- 24,100.73
Van Meter Charge for Service Line	\$5,900.00
Current Amount Due	\$ 0*

*The amount due depends upon the Board decision on who is responsible for the cost of the meter installation.

RECOMMENDED BOARD ACTIONS

Review and approve the Updated Water Service Agreement.

ATTACHMENTS

- Updated Water Service Agreement (06-22-2023)
- Letter from the Park



1144 Sprowl Creek Rd,
Garberville, CA 95542, USA
707.923.2928
info@sohumpark.org

June 14, 2023

Dear GSD Board of Directors –

In September 2009, after many months of attempting to find and repair the leak in the service line from the meter on the easterly side of Hwy 101 to the Park property, GSD turned off the Park's water meter and promised that when the new infrastructure in Sprowel Creek Road or Tooby Ranch Road was constructed, that we would be reconnected to the new line at no cost to the Park. As we understand it, the former GSD general manager, Mr. Bryant, gave assurances to our former Executive Director, Ms. Lobato, that the Park would not be charged for costs related to reconnection to GSD. In the WSA, when it said there would be no connection fees, we had thought that was no costs for the connection, and that we would only be responsible for the PRV, backflow preventor, and any waterline needed on our side of the meter. When we received the most recent quarterly statement that included the contractor's costs for installing the water service lateral from the mainline, we were unpleasantly surprised so we are requesting that the charges related to meter reinstallation that were included in the most recent invoice dated 2/9/2023, be waived.

The Park has faithfully made the monthly payments that the GSD Board set up, and as of the writing of this letter, we are now completely paid in full for all costs financed by GSD related to gaining approval from LAFCo and the State Water Resources Control Board. The Park appreciates the GSD Board allowing us to spread out the repayment of the costs incurred over the past four years. It has been more expensive and taken longer than we thought, but we are pleased that approvals have been received from both agencies and the Park can now have access to potable water once again.

Lastly, we are reviewing the changes in the draft Water Service Agreement and will be sending our comments to you in the near future.

Thank you for your consideration,



Executive Director
Laura@sohumpark.org



**Recording Requested By and
When Recorded Return To:**

Garberville Sanitary District
P.O. Box 211
Garberville, CA 95542

APN: 222-091-015

Space Above this Line for Recorder's Use Only

UPDATED WATER SERVICE AGREEMENT

THIS UPDATED WATER SERVICE AGREEMENT (this "Agreement") is entered into as of _____, 2023 (the "Effective Date"), by and between the Garberville Services District (hereinafter "GSD" or "District"), a California public entity, and the Southern Humboldt Community Park (hereinafter "SHCP"), a California non-profit public benefit corporation. Where collective reference is intended, SHCP and the District are referred to as the "Parties" in this Agreement. The original WATER SERVICE AGREEMENT was reviewed, approved and signed by the GSD Board on August 28, 2019 and executed by SHCP Board Chair. This Agreement takes the place of the original WATER SERVICE AGREEMENT as of the Effective Date.

Recitals

A. WHEREAS, SHCP is the owner of that certain real property commonly known as the Southern Humboldt Community Park located at 1144 Sprowel Creek Road, Garberville, California (APN 222-091-015) and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "SHCP Property").

B. WHEREAS, the SHCP Property is used as a public park.

C. WHEREAS, SHCP would like a metered water connection to the District's existing treated waterline, for the purposes of providing potable water to the existing residences and outbuildings, including the outbuilding converted to a small office for SHCP staff, at the SHCP Property and to public water fountains for public users of the park;

D. WHEREAS, GSD received approval from LAFCo to provide water service to SHCP as an Out of District Boundary service and LAFCO Resolution No. 19-05 was entered on September 18, 2019.

E. WHEREAS, on September 30, 2019, GSD submitted Petitions for Change in Place of Use to the California State Water Resources Control Board ("SWRCB") for License Number 2404 and Permit Number 20789, to allow GSD to serve water to the SHCP.

F. WHEREAS, on March 4, 2020, the executed Annexation Consent Agreement and Covenant was recorded as OR 2020-003814.

FG. WHEREAS, the Petitions for Change in Place of Use were approved by SWRCB on June 21, 2022, and Order WR 2022-0152 was entered (the "Order").

GH. WHEREAS, the Order contained additional requirements for the provision of water service to SHCP which the parties wish to incorporate into the Water Service Agreement. The two new conditions are:

1. Right holder shall attach to each year's annual report of licensee a diagram of the water-conveyance infrastructure that conveys water diverted under this right within the Southern Humboldt Community Park and a map of the places within the park where such water is used, sufficient to demonstrate that no water diverted under this right and delivered to Southern Humboldt Community Park is used anywhere outside the authorized place of use specified in this license.
2. The total amount of water right holder's deliveries to the Southern Humboldt Community Park under this right and the right pursuant to Application 29981 shall not exceed 3,000 cubic feet per month during two months of any 12-month period and shall not exceed 2,000 cubic feet per month during the remaining months of any such period. Right holder shall attach a table to each year's annual report of licensee that lists (in cubic feet) the amount of water right holder delivered to the Southern Humboldt Community Park during each month of the year covered by the annual report.

NOW, THEREFORE, incorporating the foregoing recitals of fact and for good and valuable consideration the adequacy and receipt of which is hereby acknowledge, the Parties agree as follows:

Agreement

1. **Water Meter Connection.** ~~Contingent and conditional upon (i) LAFCo's approval of the Outside Service Application and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit and license,~~ The District shall allow SHCP, at SHCP's sole cost and expense, to install one (1), three-quarter inch (¾") meter for one (1) new service connection from Sprowel Creek Road off of the existing 8" waterline that was constructed as part of the Kimtu Meadows Water Service Extension project, to serve only the existing residences, office, and outbuildings on the SHCP Property existing as of the Effective Date and public water fountains to be constructed on the SHCP Property in the area depicted as the "Proposed Water Service Areas" on the Diagram attached hereto as **Exhibit B**. This meter will be billed as a multi-family/mixed use account. ~~SHCP will directly pay and/or reimburse GSD for all fees, costs and expenses, of every type and nature, including, without limitation, costs for environmental and engineering studies and application fees, incurred from or with retained consultants, public agencies, and other persons or entities related to the assessment and inspection of the meter. These obligations include, without limitation, reimbursement for all consultant's fees, LAFCo charges, administrative costs, staff time, and costs and fees for any environmental studies or assessments required by~~

~~SWRCB and/or LAFCo, and/or any other authority related to the SHCP application for water service.~~

~~The District will pay for the first \$5,000 of consultant costs associated with Jennie Short preparing and processing the application to LAFCo and SWRCB for water service. SHCP shall provide a \$2,000.00 deposit towards these fees and will be billed monthly (or quarterly at the District's option) for actual expenses incurred. SHCP will reimburse GSD for all amounts billed beyond the deposit.~~ The SHCP has been making payments to GSD over the past 4 years to reimburse GSD for the costs of environmental and engineering studies and application fees, incurred from or with retained consultants, public agencies, and other persons or entities that were necessary to obtain LAFCo and SWRCB approval of the expansion of GSD's Place of Use. Quarterly statements have been and will continue to be prepared by GSD and provided to SHCP until the full reimbursement is completed and all costs associated with installation of the service connection ~~and meter~~ are paid. Water service will not commence until such time as all expenses have been paid in full by SHCP. No additional costs will accrue, aside from monthly service fees, after June 30, 2023.

~~SHCP agrees to accept the District or consultant's estimate of what portion of total costs were associated with the SHCP application as conclusive. SHCP acknowledges that LAFCo may not estimate what their charges will be, and the amount of the LAFCo charges are out of the District's control and will be invoiced by LAFCo as they are incurred. SHCP will pay all LAFCo charges directly to LAFCo upon receipt of the LAFCo invoice.~~

2. Additional Water Connection Requirements. ~~If the waterline referenced in Section 1 is constructed,~~ prior to the commencement of water service, SHCP agrees at SHCP's sole cost and expense, to design and install water pressure reducing equipment and backflow prevention equipment (and associated equipment) meeting specifications satisfactory to the District and the Division of Drinking Water at SWRCB, in the District's discretion. SHCP agrees to design, construct, maintain and certify the pressure reducing equipment and backflow prevention equipment in accordance with GSD policy, to insure it is compatible with the water pressures occurring on the transmission line. The design and specifications applicable to the water pressure reducing equipment and backflow prevention equipment shall be reviewed and approved by the District prior to installation. In addition to the foregoing, before water service is provided SHCP will be obligated to pressure test all waterline line infrastructure located on the SHCP Property to the satisfaction of GSD.

3. Maintenance Obligations. If installed, SHCP is responsible for the installation and maintenance of all water lines located behind the GSD water meter, including maintenance of the water pressure reducing equipment and backflow prevention equipment.

4. Connection Fee Reduction. ~~If the waterline is constructed,~~ GSD shall impose no water connection fee on SHCP. However, SHCP will unilaterally bear all costs and expenses associated with the installation of the new water meter, and the design and installation of the water pressure reducing equipment, backflow prevention equipment, and any other equipment necessary for the water system to function from the connection point of the SHCP water meter.

SHCP will reimburse GSD for all fees, costs and expenses, of every type and nature, for costs related to the equipment design, installation and inspection.

5. Limitations on Water Service Connection Use. The new three-quarter inch ($\frac{3}{4}$ " water meter and associated waterlines shall be used for residential purposes only at the existing facilities, for the office, and for public recreation drinking fountain uses, as described in Section 1 of this Agreement, and shall not be used to serve future development on the SHCP Property. Any proposed water usage for future development purposes on the SHCP Property will be evaluated by the District based upon the District's available water supply at such time as SHCP requests any expanded uses and shall require subsequent written approval by the District, the County of Humboldt, possible annexation into the jurisdictional boundary by Humboldt LAFCo, and all governmental agencies and regulatory bodies having authority over such usage, including but not limited to the SWRCB. SHCP expressly acknowledges that nothing in this Agreement shall constitute the District's express or implied consent or ability to provide water service to any structures or areas on the SHCP Property other than those existing structures identified in Section 2 of this Agreement. Water service shall not be extended to other structures on or portions of the SHCP Property without the prior written approval of GSD, which can be granted or denied in GSD's exclusive discretion. In addition to the foregoing:

5.1. Any water usage on the SHCP Property shall not exceed two thousand (2000) cubic feet per calendar month. The area of usage shall be expressly limited to those portions of the SHCP Property approved for water service by Humboldt LAFCo and within the GSD permitted "Place of Use", contingent upon approval of the GSD Application. The amount of water used on the SHCP Property will be reported by GSD to the SWRCB on the annual water diversion reports for GSDs license and/or permit.

5.2. Any water usage on the SHCP Property will be monitored monthly in conjunction with the reading of the water meter. GSD shall notify SHCP if and when the usage reading exceeds 2,000 cubic feet per month. GSD shall have the right and option, in its discretion, to shut off the meter if the usage is more than 3,000 cubic feet per month for any two months in a twelve (12) month period. As of the Effective Date of this Agreement, SHCP acknowledges that it does not need to exceed nor intend to exceed the 2,000 cubic feet per month restriction to serve the existing improvements located on the SHCP Property described in Section 1 of this Agreement.

5.3. The area(s) on the SHCP Property served by the water meter ~~contemplated for construction in Section 1 of this Agreement~~ must at all times be consistent with the Humboldt LAFCo approved water service area and the California State Water Resources Control Board approved Place of Use restrictions on GSD water service. In accordance with the condition the SWRCB added to GSD's permit and license to divert water, the SHCP shall provide written documentation that all water provided by GSD to the SHCP is being utilized only within the approved Place of Use and how that water is being conveyed from the meter to the ultimate location of use. Said documentation shall be in accordance with the SWRCB condition in WHEREAS ~~GH~~.2. and shall be delivered to GSD no later than September 30th of each year.

5.4. Should SHCP, at any time, petition GSD to expand the service area, change the proposed uses for the water service, or need to increase the quantity of water consumed each month beyond those recited in this Agreement, then SHCP ~~will~~ may be required to annex the SHCP Property into the GSD jurisdictional boundary in accordance with the executed Annexation Consent Agreement and Covenant. This will include following any process required by Humboldt LAFCo process for annexation. Any change in service area or quantity of water will also require a change in Place of Use subject to the approval of the SWRCB Division of Water Rights.

5.5 SHCP acknowledges and agrees to comply with and abide by the terms and conditions governing the use and conveyance of water at the SHCP Property recited in that certain STATE WATER RESOURCES CONTROL BOARD ORDER WR 2022-0152.

6. District Obligations. GSD shall have no obligation to allow SHCP to install the water meter described unless and until all contingencies to installation recited in this Agreement are first satisfied, expressly including, without limitation, (i) LAFCo's approval of the Outside Service Application, and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit. SHCP acknowledges that GSD does not unilaterally control satisfaction of these contingencies, and they involve discretionary approvals by third party public entities. GSD shall have no obligation to satisfy the contingencies recited in Sections 2 and 5 of this Agreement within any definitive time period, and if and when it becomes clear, in the District's discretion, that these contingencies can not be satisfied, the District may stop pursuing satisfaction. The District expressly reserves to the right, in its discretion, to modify, alter and/or drop and not pursue (i) the Outside Services Application and (ii) any and all revisions to its Place of Use permit(s) with the SWRCB. ~~SHCP will remain responsible for reimbursing GSD for expenses incurred as recited in Section 4 of this Agreement, regardless of whether the applications are approved or denied.~~

7. Disputes/Mediation/Litigation/Attorneys Fees. If any dispute with regard to this Agreement develops between SHCP and the District that the Parties can not voluntarily resolve, the Parties shall first submit the dispute to one (1) session of non-binding mediation with a panel mediator appointed by the JAMS Mediation Service in California. Mediation can be invoked by either party by issuing written demand to the other. If mediation is invoked, the Parties shall equally share in the cost of mediation. If no resolution of the dispute is reached after conducting a non-binding mediation session, the Parties may litigate their dispute in the Superior Court of Humboldt County, California, which is designated as the Court having jurisdiction and venue of any disputes relating to this Agreement. If a party commences litigation without first attempting to mediate the dispute or refuses to mediate after a demand is issued by the other party, the Humboldt County Superior Court shall have the power to compel mediation, and impose reasonable attorney's fees and costs on the party refusing mediation. If mediation fails and litigation ensues, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs from the adverse party.

8. Restrictions on Transfer or Assignment of the SHCP Property. The approval by GSD to provide water to SHCP for use on the SHCP Property is extended solely to SHCP and

cannot be assigned by SHCP to any future property owners of the SHCP Property without the express written consent of GSD. GSD may withhold its consent to any requested assignment by SHCP in GSD's sole discretion. In the event the SHCP Property ~~is transferred~~ [ceases to be a community park](#) at any point in time including, without limitation, any transfer by sale, gift, foreclosure, or other means, the water connection and service contemplated by this Agreement will be subject to immediate termination unless and until the GSD Board of Directors reviews and approves, in GSD's complete and sole discretion, an application by the new owner for water service and identifies the type of use, the use areas on the SHCP Property, and the quantity of use requested by any new owner or transferee of the SHCP Property. The GSD Board of Directors shall have complete discretion to approve or reject any application for continued water service in the event the SHCP Property is transferred or sold, and, if approved, may impose such conditions as the GSD Board of Directors deems appropriate. SHCP acknowledges that it is bound by Section 4.9.c (as well as all other provisions as amended from time to time) of the GSD Water Ordinances which states: "[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". The water delivered under this Agreement to this connection cannot be transmitted across the SHCP Property boundary for any purpose even with existing or future water easements.

9. **Binding Effect.** The Parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors and assigns.

10. **Entire Agreement.** This Agreement, along with the attached exhibits and additional deeds and conveyancing instruments contemplated hereby, represent the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by both SHCP and the District.

11. **Waiver.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

12. **Captions and Headings.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

14. **Governing Law.** This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California.

15. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

16. **Drafting of Agreement.** District and SHCP acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one party shall be construed as the draftsman.

17. **Attorney's Fees.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"GSD" or "District":

"SHCP"

Garberville Sanitary District

Southern Humboldt Community Park,
a California non-profit public benefit corporation

Signature

Signature

Doug Bryan

Name: _____

Chair of the Board of Directors

Title: _____

Date: _____

Date: _____

[Attach exhibits and Resolution of Authorization of approval]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

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.

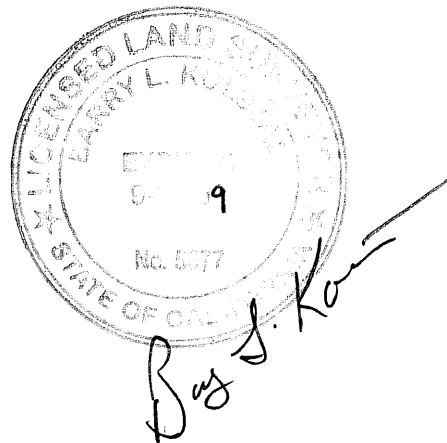


EXHIBIT "A", Parcel C

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.

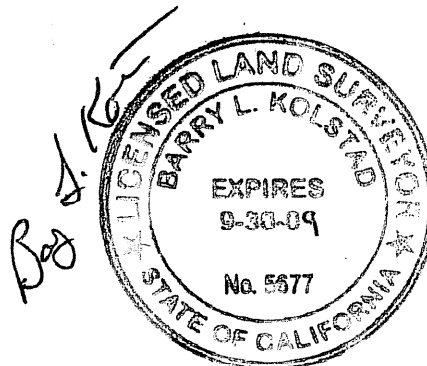


Exhibit "B" SHCP Water Service Areas

1" = 8,000 ft





GARBERVILLE SANITARY DISTRICT

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

BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: June 27, 2023
 To: Board of Directors
 From: Jennie Short, Consultant Project Manager
 Subject: Robertson/Wallan/Hurlbutt Tank Replacement Project

GENERAL OVERVIEW

Since the last Board Meeting, the Project Team has finalized and submitted the Final Preliminary Engineering Report to the State Water Resources Control Board Division of Financial Assistance (DFA), Division of Drinking Water (DDW), and the Department of Water Resources (DWR). In the Final PER, the construction cost estimate has been divided into two parts so that one can be awarded independently from the other once we bid the project. More information will be provided during the meeting for this distinction. The Project Team identified places that we could either removed part of the project, or align the waterline differently to make the total costs lower. The total project cost is estimated at \$11.5M, down \$3.5M from the Draft PER estimate of \$15M. I prepared the next reimbursement requests to DFA and DWR. I am also putting together the documentation needed to request an amendment to the Prop 68 DWSRF Planning Funding Agreement for approximately \$350K.

Table 17. Estimated Project Schedule

SHN is working on the 30% design of the project, which should be complete by the end of July. The geotechnical investigation is completed. Late biological field studies will be completed in July, which will allow SHN's Environmental staff to begin production of the CEQA document.

The schedule from the Final PER is presented here in Table 17.

Project Component	Tentative Date of Completion
Conduct Geotechnical Evaluation	May 2023
Submit Final PER and 30% Plans	June 2023
Submit Final Geotechnical Report and Special Studies Reports	July 2023
Submit Final Geotechnical Report	August 2023
Submit 60% Plans, Specs, Estimate	August 2023
Submit 90% Plans, Specs, Estimate	October 2023
Submit 100% Plans, Specs, Estimate	December 2023
Bidding Complete	March 2024
Permitting Complete	April 2024
Construction Begins	May 2024
Substantial Completion	September 2025
Final Construction Completion	November 2025
Project Closeout	December 2025

Attached is the updated Project Tracking Report summarizes these FA items with their associated deliverables and the SHN tasks with estimated due dates and comments on the progress.

FINANCIAL IMPLICATIONS

The preliminary cost estimate for this project is now \$11.5M, which is significantly higher than anticipated, and significantly more than the \$4.5M in DWR funding + \$325K in Planning Funding currently secured. The existing grant agreement with DFA is for the planning phase and is intended to result in all the documents necessary to successfully apply for a construction phase grant agreement. DFA has indicated that we should begin the construction phase application this fall once we have 60% plans and specification plus a draft environmental document available to support the application. We are currently estimating that this construction application would be for \$6.3M. Attached is Table 16 from the Final PER with columns added showing the anticipated funding sources.

RECOMMENDATIONS

None

ATTACHMENTS

Project Tracking Report

Table 13. Proposed Project (from Final PER)

Table 15A. Main Tank and Upper Maple Lane Pump Station Project Const. Estimate

Table 15B. Remaining Project Components Construction Estimate

Table 16. Overall Project Costs (with Anticipated Funding Sources)

Figures 5, 5A, 5B, 5C, and 5D from Final PER

Complete Final PER - available at GSD website

Robertson/Wallan/Hurlbutt Tank Replacement Project Tracking Report

DFA FA Item	SHN Task # Description	DFA Funding Agmnt \$	Reimb. Amount \$	DWR Grant Agmnt \$	DWR Reimb. \$	SHN Contract \$	SHN Billed \$	Estimated Completion Date	Completion Status *	Comments
1	DWR Task 2 - Project Development Project Evaluation, Alternative Analysis and Pre-design 1 Data Collection & System Evaluation 5 Draft PER Deliver: Draft Preliminary Engineering Report	35,000	44,655	362,000	175,879	28,000 125,500	27,983 104,667	03/31/23	C C	Submitted 04/04/23
2	2 Surveying and Geotechnical Investigation 3 Survey 4 Geotechnical Investigation and Geologic Hazards Evaluation Deliver: Geotechnical Report	20,000	23,608			4,500 60,000	1,820 4,109	07/31/23 07/31/23	U C	Field, Robertson, Wallan, Arthur PS Complete
3	3 Final Preliminary Engineering Report 5 Final PER portion of Task 5 6 30% Plans Deliver: Final Preliminary Engineering Report Preliminary Design	55,000	24,068			35,000 118,500	0 91,773	05/31/23 07/31/23	C U	Submitted 06/15/23
4	4 Environmental Documents (CEQA) 2 Special Studies - Wetlands, Biological, Botany, Cultural Resources 7 CEQA Document + NOD Permitting Deliver: Draft Environmental Documents Final Environmental Documents	60,000	32,188	63,000		53,250 50,000	52,324 2,538	08/31/23 01/31/24 10/31/23 02/28/24	U	Some portions of the project are complete.
5	5 Plans & Specifications Deliver: Draft Plans, Specifications & Bid Documents (60%) Final Plans, Specifications & Bid Documents (100%)	70,000						08/31/23 12/31/23		Not under contract yet

Robertson/Wallan/Hurlbutt Tank Replacement Project Tracking Report

DFA FA Item	SHN Task # Description	DFA Funding Agmnt \$	Reimb. Amount \$	DWR Grant Agmnt \$	DWR Reimb. \$	SHN Contract \$	SHN Billed \$	Estimated Completion Date	Completion Status *	Comments
6	Technical, Managerial and Financial Deliver: Draft TMF Assessment form & supporting documentation Final TMF Assessment form & supporting documentation	20,000						09/30/23 12/31/23		
7	Water Rate Study Deliver: Draft Rate Study Final Rate Study	10,000							C	June 2020 Increases implemented June '21, '22 & '23
8	Administration Deliver: Quarterly Progress Reports	20,000	8,760	15,000	5,991			12/31/25	P	Rpt#4 Submitted and Reimbursement Req #2
9	Work Completion (Planning Phase)							03/31/24		
TOTAL:		\$ 325,000	\$ 135,404	\$ 485,000	\$ 182,174	\$ 474,750	\$ 285,212			
Post Planning Phase Major Milestones										
	Right of Way Acquisition			140,000	2,836				U	Coord w/ prop owners
	Issuance of Federal, State & County permits									
	Application for Construction Funding								U	Researching Sources
	Execution of FA for Construction Phase									
	Bid Project			10,000						
	Award Project									
	Begin Construction Work									
	Construction			3,630,000						
	CM, DA, CPM			280,000						
	Complete Construction Work									
	Final Funding Reimbursement							12/31/25		
Total:		325,000	135,404	4,545,000	185,009					
* Notes: Completion Status Key: C = Task Complete U = Task Underway P = Periodic Task for duration of project										

Robertson Tank Demolition

The partially buried concrete Robertson Tank was taken out of service in 2022 in response to a compliance order from the SWRCB. There is active slide activity on the hillside just to the south of the tank. Due to the instability of the site and anticipated further deterioration of the tank roof and structure, the District's only feasible solution is to demolish the existing Robertson Tank and restore the site. An alternatives analysis was not performed.

Arthur Pump Station Demolition

The existing Arthur Pump Station will be demolished once the new Alderpoint Pump Station is operational.

Hurlbutt Tank and Upper Maple Lane Pump Station Demolition

The concrete Hurlbutt Tank and Upper Maple Lane Pump Station and associated tank and pump station site components must be demolished, and the site will be restored as a condition of the landowner's agreement with the District.

New Upper Maple Lane Pump Station

The existing Upper Maple Lane Pump Station is inside the Hurlbutt Tank, and hence will be demolished when the existing Hurlbutt Tank is demolished. A new Upper Maple Lane Pump Station will need to be installed at the new Main Tank site in order to continue to provide domestic water service to the Zone 2 residences.

Selected Project

Description of Proposed Construction Project

The selected construction project includes the components listed in Table 13. An overall map of the selected project components is provided in Figure 5. Figures 5A, 5B, 5C, and 5D show specific project components.

Table 13. Proposed Project (Recommended Alternative)

Proposed Project Component	Proposed Alternative Description
Storage: Main Tank	Replace the existing, partially underground, 180,000-gallon, concrete storage tank with new, partially underground, 550,000-gallon (approximate) pre-stressed concrete tank at new site approximately 350 feet south of the existing tank. New tank level instrumentation will be installed. The existing Hurlbutt Tank will be demolished as part of this project component. Also, the installation of the new Main Tank will require the installation of a new segment of Zone 1 water main. See Figure 5A.



Table 13. Proposed Project (Recommended Alternative)

Proposed Project Component	Proposed Alternative Description
Storage: Wallan Tank	Replace the existing 20,000-gallon leaking redwood water storage tank with a new, 77,000-gallon, welded steel, water storage tank at the same site. A new pressure transducer and radio tower will be installed; existing floats will be reused, if possible. The existing redwood tank will be demolished as part of this project component. Also, the installation of the new Wallan Tank will include the installation of a new segment of water main. See Figure 5B.
Storage: Robertson Tank	Existing retired 50,000-gallon concrete storage tank will be demolished along with electrical components, piping, and other appurtenances. The site will be restored to match adjacent ground surfaces. The demolition of this tank will require that a segment of the distribution main near the tank be routed around the tank to maintain service. See Figure 5D.
Pumping: Upper Maple Lane Pump Station	Replace the existing booster pump station with a new pump station at the new Main Tank site. New pumps will include variable speed drives, upgraded bladder tank(s), new electrical service, new pump control panel and control building. The existing Upper Maple Lane Pump Station will be demolished as part of this project component. Also, the installation of the new Upper Maple Lane Pump Station will require the installation of a new segment of Zone 2 water main and a new service connection to the nearby residence. See Figure 5A.
Pumping: Alderpoint Pump Station	Replace the existing pump station with a new pump station at a lower elevation. A new building with new electrical service will house new higher capacity variable speed drive pumps, new piping, and new motor control panel. The existing Arthur Pump Station will be demolished as part of this project component. Also, the installation of the new Alderpoint Pump Station will require the installation of a new segment of water main. See Figure 5C.
Pumping: Wallan Pump Station	Upgrade the existing pump station in the existing building. Upgrades will include new pumps, new pump control panel, and some limited new piping.
Electrical Upgrades: Standby Generators	Appropriately-sized, new, permanent, diesel-powered, backup generators will be installed at the Tobin Well, the Upper Maple Lane Pump Station, and the Alderpoint Pump Station. A trailer-mounted generator will be provided for the Wallan Pump Station.
Instrumentation and Controls Improvements	New instrumentation will be installed at new tanks and pump stations; PLCs will be replaced or reused, where possible, for system-wide monitoring and controls at the SWTP; radio telemetry will be provided to communicate tank levels to pump stations.

a. PVC: polyvinyl chloride



Table 16 provides the total estimated costs for the project, with detailed costs associated with planning, design, construction, permitting, and other non-construction costs, as well as a 30% design and construction contingency. Total cost for the project is estimated to be approximately \$11.5 million. A more detailed cost estimate is provided in Appendix 5.

Table 15A. Main Tank and Upper Maple Lane Pump Station Project Construction Estimate

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization (8%)	LS	1	\$295,000	\$295,000
2	Demo (E) Hurlbutt Tank and Restore Site	LS	1	\$160,000	\$160,000
3	Main Tank Site Work	LS	1	\$435,000	\$435,000
4	Main Tank - Prestressed Concrete Tank	LS	1	\$2,161,000	\$2,161,000
5	Upper Maple Lane Pump Station & Control Building	LS	1	\$233,000	\$233,000
6	Main Tank/Pump Station Electrical	LS	1	\$173,000	\$173,000
7	Zone 1 C900 Piping (12")	LF	770	\$230	\$177,000
8	Zone 2 C900 Piping (4")	LF	890	\$120	\$107,000
9	Service Connection and Meter	EA	2	\$7,500	\$15,000
10	Air Relief/Blow Off/Hydrant	LS	1	\$18,000	\$18,000
11	Main Tank PG&E Power Service	LS	1	\$200,000	\$200,000
12	SWPPP Implementation	LS	1	\$8,000	\$8,000
2023 Construction Subtotal					\$3,982,000
2024 Construction Subtotal					\$4,352,000
Contingency (20%)					\$870,000
2024 Construction Total					\$5,222,000



Table 15B. Remaining Project Components Construction Estimate

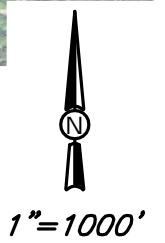
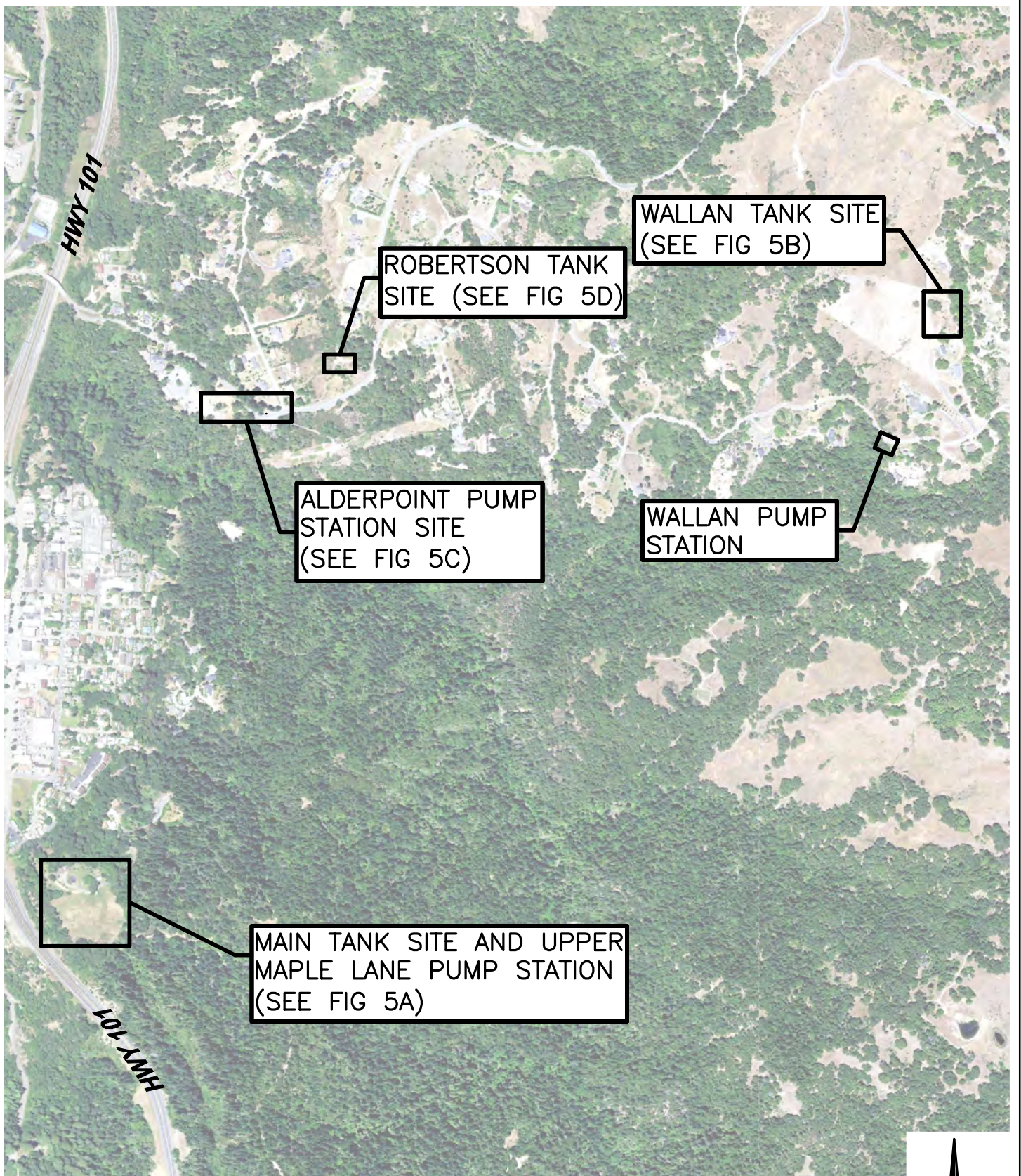
Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization (8%)	LS	1	\$236,000	\$236,000
2	Demo (E) Robertson Tank & Piping	LS	1	\$104,000	\$104,000
3	Tobin Well Generator & Elec	LS	1	\$162,000	\$162,000
4.1	Demo (E) Wallan Tank	LS	1	\$35,000	\$35,000
4.2	Wallan Tank Site & Piping	LS	1	\$185,000	\$185,000
4.3	Wallan Tank & Foundation	LS	1	\$492,000	\$492,000
4.4	Wallan Tank Electrical/Communications	LS	1	\$177,000	\$177,000
5.1	Demo (E) Arthur Pump Station	LS	1	\$30,000	\$30,000
5.2	Alderpoint Pump Station & Piping	LS	1	\$442,000	\$442,000
5.3	Alderpoint PS Generator and Electrical	LS	1	\$407,000	\$407,000
5.4	Alderpoint PS PG&E Power Service	LS	1	\$200,000	\$200,000
6.1	Demo (E) Wallan Pump Station Equipment	LS	1	\$10,000	\$10,000
6.2	Wallan Pump Station Modifications	LS	1	\$60,000	\$60,000
6.3	Wallan PS Generator & and Electrical	LS	1	\$437,000	\$437,000
7	Zone 1 C900 Piping (12") from Hillcrest to Redwood Drive	LF	860	\$230	\$198,000
8	SWPPP Implementation	LS	1	\$4,000	\$4,000
2023 Construction Subtotal					\$3,179,000
2024 Construction Subtotal					\$3,475,000
Contingency (20%)					\$695,000
2024 Construction Total					\$4,170,000



PER Table 16. Overall Project Costs

Item	Amount	Anticipated Funding Source			
		Existing DWR Grant	Existing Planning FA SWRCB DFA	Amendment to Planning FA SWRCB DFA	Future Construct FA SWRCB DFA
Table 15A 2024 Construction Total	\$5,222,000	\$3,620,000			\$1,602,000
Table 15B 2024 Construction Total	\$4,170,000				\$4,170,000
Grant Administration, Legal, and Closeout (3% of Construction)	\$282,000	\$15,000	\$50,000	\$50,000	\$167,000
Property Acquisition	\$140,000	\$140,000			
Environmental/Permitting Services		\$108,000	\$80,000	\$29,800	
Special Studies & Planning Assistance	\$87,800				
CEQA Compliance	\$50,000				
Permit Fees and Permitting Assistance	\$80,000				
Planning Phase Engineering Services		\$362,000	\$195,000	\$267,100	
Geotechnical Services	\$60,000				
Survey	\$84,500				
Controls and Electrical Design (by ATEEM)	\$92,400				
Preliminary Design and Engineering Report	\$241,500				
Final Design (Development of PS&E)	\$345,700				
Construction Phase Engineering Services					
Bid Support	\$20,000	\$10,000			\$10,000
Materials Testing & Special Inspections	\$51,000	\$30,000			\$21,000
Record Drawings	\$15,000				\$15,000
Construction Management and Administration	\$566,000	\$260,000			\$306,000
Total Project Development and Construction Administration Costs	\$2,115,900				
Total Estimated Project Costs	\$11,507,900	\$4,545,000	\$325,000	\$346,900	\$6,291,000
				Total SWRCB DFA \$:	\$6,962,900

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Garberville Sanitary District
 Garberville Water System Improvements
 Garberville, California

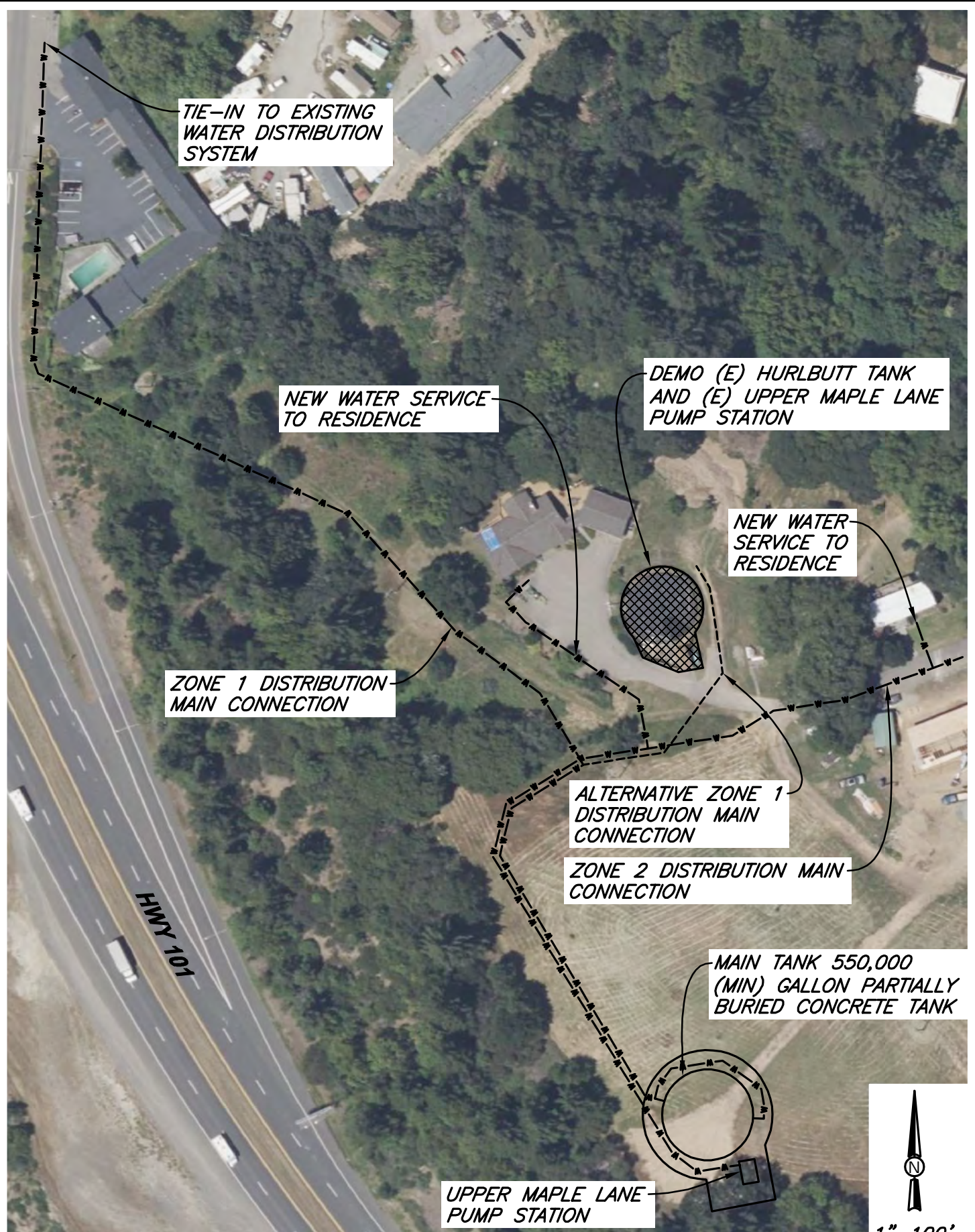
Project Overview
 SHN 022067

June 2023

022067-PROJ-OVER-FIG

Figure 5

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Garberville Sanitary District
 Garberville Water System Improvements
 Garberville, California

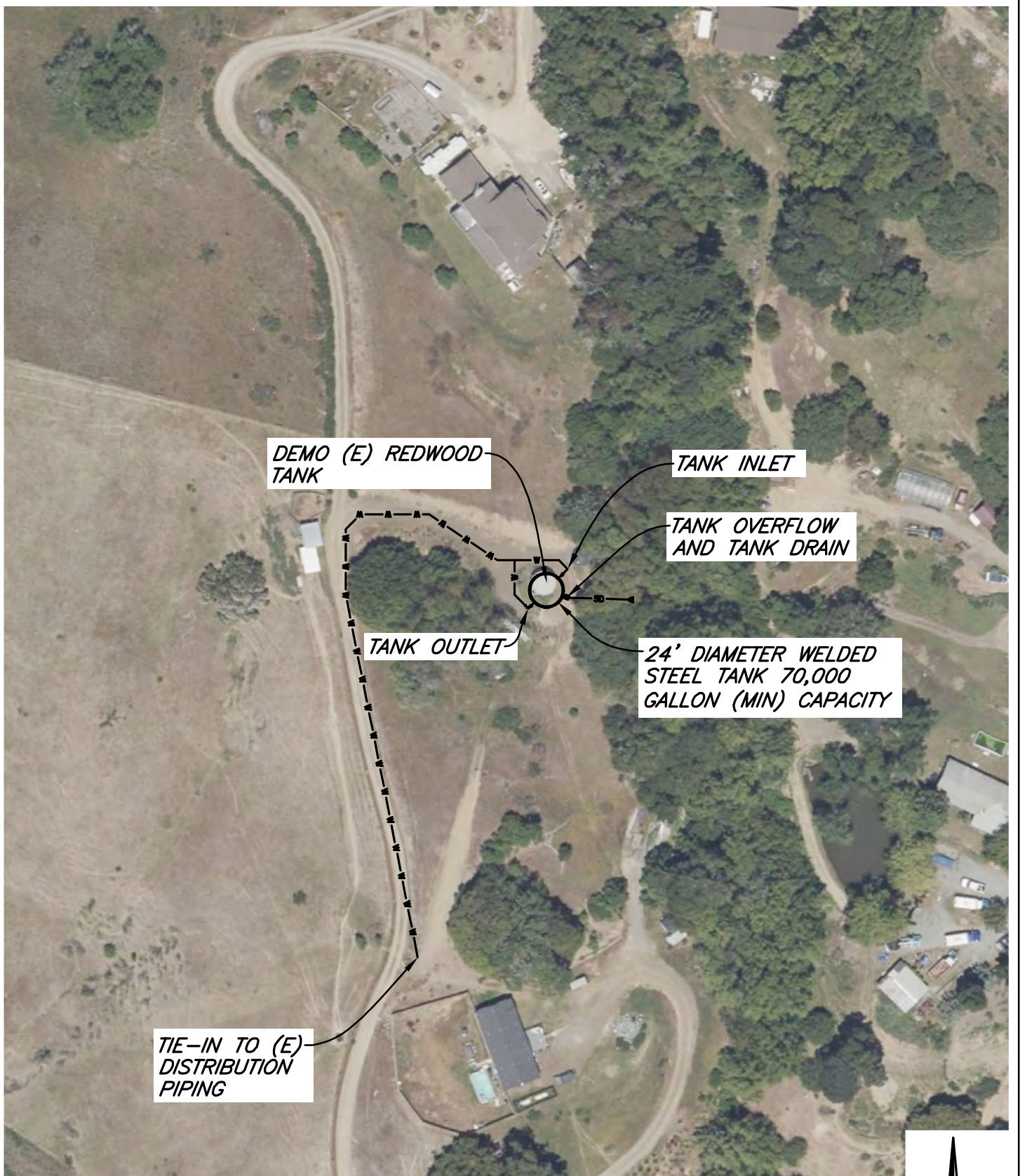
June 2023

Main Tank Site &
 Upper Maple Lane Pump Station
 SHN 022067

022067-PROJ-OVER-FIG

Figure 5A

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1" = 100'



Garberville Sanitary District
 Garberville Water System Improvements
 Garberville, California

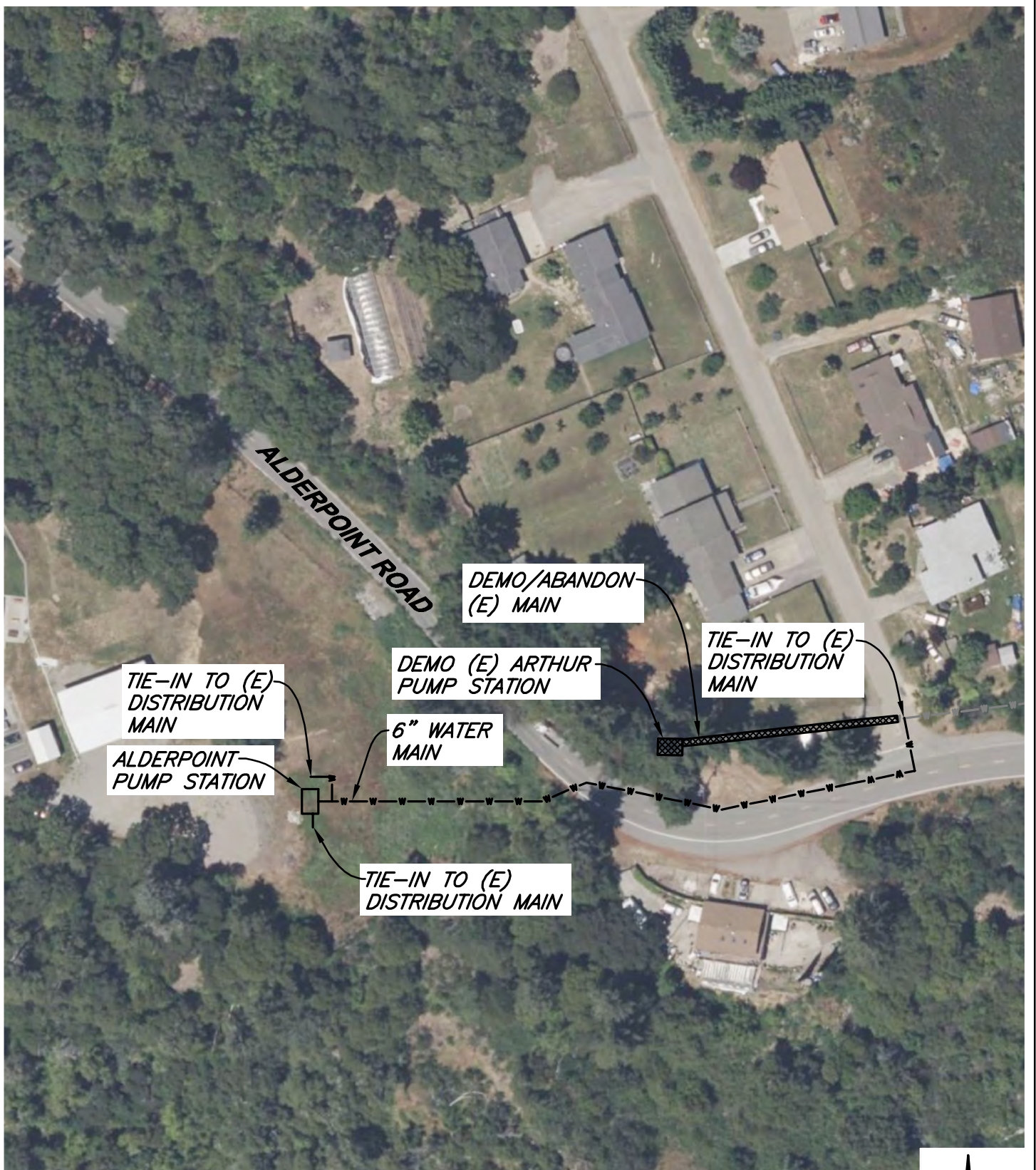
Wallan Tank Site
 SHN 022067

June 2023

022067-PROJ-OVER-FIG

Figure 5B

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1"=100'



Garberville Sanitary District
 Garberville Water System Improvements
 Garberville, California

Alderpoint Pump Station Site
 SHN 022067

June 2023

022067-PROJ-OVER-FIG

Figure 5C

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1" = 100'



Garberville Sanitary District
 Garberville Water System Improvements
 Garberville, California

Robertson Tank Site
 SHN 022067

June 2023

022067-PROJ-OVER-FIG

Figure 5D

GARBERVILLE SANITARY DISTRICT
P.O. Box 211 Garberville, CA 95542

PERSONNEL POLICY



Adopted June 6, 2006
Amended: September 17th, 2019

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INTRODUCTION

Welcome to the Garberville Sanitary District. The District was organized April 12, 1932, as a Special District to provide services to our community. The District is an independent special district governed by a five member Board of Directors elected by Garberville's voters.

The Garberville Sanitary District is committed to a standard of excellence in the services that it provides to its customers. GSD employees participate in efforts to meet this commitment to achieve a high level of service to the community.

Each employee is expected to uphold the GSD commitment to "professionalism" which is understood to be an integral part of each employee's position responsibilities.

"Professionalism" includes, but is not limited to, sharing expertise and assistance with other staff, working as a team player, maintaining a positive attitude, pitching in at time of crises, and providing customers, community, GSD Board Members and other GSD staff with the highest quality service and respect.

This Employee Policy is intended to help you get acquainted with the Garberville Sanitary District (GSD). It explains some of our philosophies and beliefs, and describes, in general terms, some of our employment guidelines. We hope that it will serve as a useful reference document throughout your employment at GSD. This policy supersedes and replaces all previous personnel policies and guidelines. To determine if this version of the policy is current, you are requested to contact the GSD office.

Adopted 6/6/06
Amended 9/17/2019

GARBERVILLE SANITARY DISTRICT

PERSONNEL POLICY

1.0 EMPLOYMENT AT WILL

Garberville Sanitary District is an “at-will” employer. GSD and GSD employees have the right to terminate the employment relationship at any time, with a minimum of two weeks written advance notice of the termination date, with or without cause. There are no express or limited covenants and no statements in this manual that shall in any way conflict with this mutual right and obligation. This type of employment is intended to be employment “at will” under California law. No one other than the Board of Directors has the authority to alter this arrangement, to enter into an agreement for employment for a specific period of time, or to make any agreement contrary to this “at will” policy. Any agreement that in any way alters the “at will” status of an employee must be authorized by a specific Resolution of the Board of Directors.

2.0 ORGANIZATION

2.1 Chain of Command

The chain of command is shown in the diagram in Appendix “A.” The General Manager or designee will be the Chief Executive Officer responsible for all day-to-day operations. If the General Manager or designee is not available then the Board Chair will be consulted and if the Board chair is not available, next in line is the Vice Chair, and then decision making authority extends to a quorum of the Board. any Board Member that is available.

2.2 Absence of General Manager or Designee:

When the General Manager or designee is absent, or otherwise not available, his/her staff will report to the Board Chair, as per chain of command in all matters requiring a managerial decision, or as specified by their manager before his/her absence.

3.0 EMPLOYMENT PROCESS

3.1 Equal Opportunity

The Garberville Sanitary District will recruit, hire, train, promote and administer human resource activities without regard to age, sex, race, creed, color or national origin, or any other legally protected status, and shall comply with the intent and the letter of all applicable laws which prohibit discrimination and affirm equal opportunity.

3.2 Qualifications

- a. All employees must be at least 18 years of age.
- b. Other qualifications are listed in the job descriptions attached in Appendix “B.”

3.3 Employment Process

All individuals seeking employment with GSD must complete a written application. The General

Manager or designee will conduct an interview of candidates qualified for the position and may give applicant skills tests, which may include but are not limited to: communications, basic math, computer, and job-related skills. Certificates, licenses, and other qualifications may be required as necessary for job.

The applications of acceptable candidates may be presented to the Board, who may also choose to interview these candidates. The General Manager or designee will make the final hiring decision of qualified applicants.

Hiring is contingent upon the new employee's passing a physical exam and appropriate or necessary drug, background, or other screening deemed necessary by GSD.

3.4 Evaluation Period and Notice of Termination

Following successful completion of a 3-month evaluation period, the employee will be considered a permanent employee. Because GSD is an "at will" employer, notwithstanding that an employee becomes "permanent" in the sense that they have successfully completed their introductory 3-month evaluation period, both GSD and GSD employees have the right to terminate the employment relationship at any time, with a minimum of two weeks written advance notice of the termination date, with or without cause. Notwithstanding this absolute right on the part of GSD or the employee to terminate with or without cause and with or without notice, and without any intention to limit or restrict such rights, both GSD and the employee are encouraged by this policy to provide as much advance notice of termination as reasonable under the circumstances.

4.0 JOB DESCRIPTIONS

4.1 General Manager

The General Manager serves as the chief executive officer responsible for supporting the service, financial and capital improvement planning activity of the governing board. **The General Manager oversees all operations, while executing District Policy and Ordinances.** executing actions to cause operations to adjust to enacted policy changes, directing the allocation of responsibility and staffing to departments and managing the scheduling of approved work programs in conformance with applicable statutes, regulations and policies. A complete job description can be found in Appendix B.

4.1.1 Chief Operator

The Chief Operator reports to the General Manager or designee and is responsible for performing water and wastewater treatment processing and analysis work in conformance with regular procedures, approved treatment processing methods and regulatory prescribed techniques and verifying compliance with requirements and validating quality of completed work. The Chief Operator is responsible for all activities

in the operations, maintenance and construction of District facilities. The Chief Operator is also responsible for supervising Operators and Field Staff.

The Chief Operator is directly responsible to notify the General Manager or designee of any unusual occurrence or emergency situations. When the General Manager is not available, the Chief Operator will follow the chain of command. A complete job description can be found in Appendix B.

4.1.2 Water/Wastewater Operator

The Water/Wastewater Operator reports to the Chief Operator and is responsible for performing water and wastewater treatment processing work in conformance with routine processes, treatment methods and in conformance with regulations and standard work and safety techniques. A complete job description can be found in Appendix B.

4.1.3 Field Staff—Permanent and Part Time

Permanent and temporary part-time field staff report to and are supervised by the Chief Operator and are responsible for completion of all work assigned to them by the Chief Operator or General Manager.

4.1.4 Account Clerk/Administrative Assistant

The Account Clerk/Administrative Assistant reports to the General Manager and is responsible for performing accounting and bookkeeping work in conformance with routine processes, accounting and financial transaction processing methods and accounting operations scheduling and control techniques. Responsible for performing a wide variety of general administrative support work and secretarial duties in conformance with established procedures. A complete job description can be found in Appendix B.

4.2 Workweek

Because of the nature of our business, the District's work schedule may vary depending on the employee's job. The District's normal business hours are 9:00 a.m. to 5:00 p.m., Monday through Thursday. The water/wastewater operator's work 7:00 a.m. to 3:30 p.m., Monday through Friday.

4.2.1 Work Hours

The work week is defined as the 7-day period beginning at 00:01 Monday and ending at 24:00 the following Sunday.

The work day is defined as the period beginning at midnight and ending at the following midnight.

- a. The General Manager is a full time position unless the Board approves an alternative work schedule with requirements to fulfill the duties of this position. This General Manager is exempt from the Fair Labor Standards Act Overtime. The General Manager will attend all scheduled and special Board meetings.

- b. Part-time office staff will work as scheduled by the General Manager or designee, with hours not to exceed 8 hours per day or 30 hours per week.
- c. Office staff will schedule time so that at least one office staff person will be in the office during business hours.
- d. **The Chief Operator and Field Staff will work 40 hours per 7-day workweek, scheduled to avoid overtime.**
- e. **The Chief Operator will attend all scheduled Board meetings and special Board meetings as required, to be compensated by overtime if over 8 hours per day.**
- f. **Part-time Field Staff will work as scheduled by the Chief Operator, with hours not to exceed 30 hours per 7-day workweek, scheduled to avoid overtime.**

4.2.2 Meal Time and Breaks

A half-hour, unpaid meal break will be taken each day. Two, 15-minute breaks will be taken daily, one to be taken in the morning and one to be taken in the afternoon. These breaks are to be taken based on the employee's work schedule. The employee is to check with their supervisor if they have questions.

5.0 PAY AND BENEFITS

Sick leave, holiday leave, vacation leave, health, and retirement benefits are some of the benefits approved by the District. Employee compensation will be based on work performed, knowledge of position and education required.

5.1 Categories of Employment

5.1.1 Introductory period: Full-time and part-time employees are on an introductory period during their first three months of employment. Upon completion of the introductory period, the employee's performance will be reviewed.

5.1.2 Regular full-time employees (General Manager, Chief Operator, Water/Wastewater Operator, and Account Clerk/Administrative Assistant) work 30 or more hours each week and are eligible to receive the GSD employee benefits package after completion of the 3-month introductory period.

5.1.3 Regular part-time employees are wage-earning employees. They may work no more than 30 hours per week.

The General Manager or designee may limit a part-time position to less than 30 hours per week. If hours are to be more than 30 hours per week on a long term basis,

the General Manager or designee will determine if the additional hours were needed and inform the governing Board. Permanent part-time employees are entitled to limited benefits as described below.

5.1.4 Temporary part-time employees are wage-earning employees. They may work no more than 30 hours per week, as approved by the General Manager or designee. Temporary part time employees do not receive benefits.

5.2 Pay 5.2.1 Wages and Salaries: Wages and salaries shall be determined by the General Manager or designee unless they are unavailable and at such time, the Board of Directors will make that decision. The Board of Directors will determine the salary of the General Manager.

5.2.2 Time Cards

All employees are required to maintain an accurate record of time worked. All employees must complete time cards and submit them to the office prior to pay day as determined by the General Manager or designee.

5.2.3 Paydays

Paychecks shall be issued on the 5th and on the 20th. If this date falls on a weekend, holiday or day in which two signatures cannot be obtained, pay day will be moved to the closest day preceding these dates. Checks will be available at the office by 3:00 pm on payday.

5.2.4 Pay Advances: There will no pay advances given on work performed. All vacation hours accrued at end of December will be paid above 200 and must first be approved by the General Manager or designee.

5.2.5 Overtime

The District will pay overtime in accordance with California State Law. The General Manager is exempt from this law. All overtime must be approved in advance by the General Manager or designee. Hourly employees will be paid at a rate of time and one-half for hours worked over 8 in a day and/or 40 in a week. Hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay. Only actual hours worked count towards computing weekly overtime

5.2.6 On-Call Time

“On-Call” means the designated employee must respond to all emergencies and must be able to respond within 30 minutes to all call-outs.

- a. On-Call Work Week The on-call work week begins at 7:00AM Tuesday morning and ends at 6:59AM on Tuesday morning of the following week. These hours and days can be modified by Senior Operator, General Manager or designee.
- b. On-Call Compensation: Compensation for being on-call is \$25/day or \$175/week

5.2.7 Call-Out Time

“Call-Out” means an employee may be called to respond to emergencies on their scheduled time off. The District will pay a minimum of 2 hours pay, at the appropriate rate, if they are called out. This will be in addition to daily or “On-Call” compensation.

5.2.7a Call-Out Compensation:

Employees that are required to work on their days off or after the normal work day must have their overtime approved by the General Manager or designee prior to performing the after-hours work.

5.2.8 Compensatory Time

Employees that are called to work during vacations, holidays, emergencies, or when other staff are not available to complete necessary work, shall get paid at a rate of time and one-half for hours worked. Comp time may be accrued in lieu of pay if approved by the General Manager or designee. All comp time accumulated cannot exceed 80 hours or the amount over 80 hours will be paid at straight time, prior to closing out the fiscal year.

5.2.9 Raises

Depending upon the employee’s performance a pay raise may be made when there has been an improvement in or sustainment of an already good performance during the review period.

- a. Cost of Living: All permanent employees will be eligible to receive annual cost of living increases at beginning of the fiscal year, based upon the Consumer Price Index and at the discretion of the General Manager, designee or Board. Cost of Living increases will be reviewed prior to the fiscal year meeting of the Board. The General Manager or designee will provide information on cost of living increase in the packet for the Board Meeting.
- b. **Merit Pay Increase:** All permanent employees are eligible for an annual increase, over and above cost of living increases. When considering a Merit pay adjustment, the General Manager or designee will evaluate the employee’s willingness to work, ability to learn and record of accomplishments. The General Manager or designee will provide a recommendation to the Board of Directors for approval if the employee is to receive a Merit Pay Raise.

5.3 Time Off

Time off will be granted according to category specified below.

5.3.1 Vacation

Full-time employees are eligible for paid vacation. Vacation is calculated according to

Your anniversary date.

- a. Full-time employees shall be entitled to 10 working days paid vacation after completion of one year of employment, prorated upon average total hours worked from date of hire. Accrued vacation time (5 working days) may be taken after six months of employment from date of hire with prior General Manager approval. Employees are encouraged to take vacation days because time away from work allows employees to relax and rejuvenate, which is necessary to handle the stress which may come with a work environment. Employees will be allowed to accrue (bank) up to 240 hours (30 days). Vacation hours accrued above 240 will be paid to the employee in an annual check at end of calendar year.
- b. After 5 years of employment, a full-time employee shall be entitled to 15 days paid vacation.
- c. After 10 years of employment, a full-time employee shall be entitled to 20 days paid vacation.
- d. After 20 years of employment, a full-time employee shall be entitled to 30 days paid vacation.
- e. An employee eligible for paid vacation may request approval by the District Administrator to receive pay for up to ½ of the year's vacation time, in lieu of taking the time off.

- f. Full-time employees shall be entitled to 10 working days paid vacation after completion of one year of employment, prorated upon average total hours worked from date of hire. Accrued vacation time (5 working days) may be taken after six months of employment from date of hire with prior General Manager approval. Employees are encouraged to take vacation days because time away from work allows employees to relax and rejuvenate, which is necessary to handle the stress which may come with a work environment. Employees will be allowed to accrue (bank) up to 240 hours (30 days). Vacation hours accrued above 240 will be paid to the employee in an annual check at end of calendar year. Carry over of vacation time will be discouraged and only approved under extreme circumstances.

Adopted: June 27, 2017

- g. After 5 years of employment, a full-time employee shall be entitled to 15 days paid vacation. After 10 years of employment, a full-time employee shall be entitled to 20 days paid vacation.
- h. An employee eligible for paid vacation may request approval by the General Manager

or designee to receive pay for up to ½ of the year's vacation time, in lieu of taking the time off. Requesting pay in lieu of using vacation days is discouraged and may only be granted for specific circumstances as specified by the General manager or designee..

- i. Paid time off is to be requested in writing as far in advance as possible, so that management can plan for coverage by other staff members. Paid time off will be scheduled with management approval on a seniority basis.
- j. Management shall schedule his/her vacation time as well as all other employees so that all operations of the District are covered.
- k. Full-time employees are eligible to use accrued vacation after six months of employment.

Approved August 28, 2018

5.3.2 Holidays

- a. Full-time employees receive the following paid Federal holidays:

New Year's Day (Jan 1 st)	Labor Day (Sept-1 st Mon)
M. L. King Day (Jan-3 rd Mon)	Columbus Day (Oct-2 nd Mon)
Presidents' Day (Feb-3 rd Mon)	Thanksgiving Day (Nov-4 th Thurs)
Memorial Day (May-Last Mon)	Day after Thanksgiving
Independence Day (July 4 th)	Christmas Day (Dec 25 th)
- b. Permanent part-time employees, after 2 years of employment, receive 2 (two) 8-hour paid holidays: Thanksgiving and Christmas Day.
- c. Holiday Schedule: If one of the above holidays falls on a Saturday, the District will take Friday as the holiday. If one of the above holidays falls on a Sunday, the District will take Monday as the holiday.
- d. If an employee has to work on a Holiday, that employee will be paid at a rate of time and one-half for hours worked. The employee does not receive additional holiday pay on top of time worked. If an employee works a portion of the day, the hours worked will be paid at time and one-half and the remaining hours will be paid at straight holiday pay.
- e. When an employee is required to work on a holiday, the holiday time off will be added to vacation time or comp time and able to be used for time off when approved by General Manager or designee.
- f. A floating day for holidays is provided to employees who work non-standard workweeks. These employees are entitled to the same number of holidays per year as those employees who work a normal schedule. The General Manager will review, modify and approved the floating holiday day off schedule before it becomes effective.
- g. Full-time employees are eligible for paid holidays after completing their 3-month introductory period.

5.3.3 Sick Leave

Full-time employees are eligible for sick leave after completing their introductory period.

- a. Full time employees shall accrue one working day of sick leave for each month worked, prorated based upon average total hours worked. This may accrue to a total of 24 working days.

- b. Sick leave Use: Paid sick leave may be used for health related issues, including doctor or dentist visits but must be approved by General Manager or designee.
- c. Return to Work Authorization: Any employee, full-time or part-time, who is absent for more than 3 days, may be required by his/her supervisor or the Board of Directors to obtain a statement from a physician indicating ability to return to work.
- d. Family Members: Sick leave may be used to care for family members.
- e. Employees will not be paid for earned but unused sick leave upon termination.
- f. Full-time employees are eligible for paid sick leave after completing their 3-month introductory period.

5.3.4 Family Medical Leave

Family care leave will be granted in accordance with the Family Medical Leave Act (FMLA)

- a. FMLA is an unpaid leave that may be used by employees when they have a prolonged illness or physical condition that prevents them from working, or it may be used by employees to take time to care for family members with serious medical condition requiring their help, if the condition is expected to last more than three consecutive days.
- b. Under the FMLA employees are entitled to 12 weeks Family Medical Leave (FML) per fiscal year; if they have worked for the District for 12 months prior to requested leave, for a minimum of 1250 hours in the previous 12 months.
- c. Under FMLA, employees are entitled to fully paid benefits while on leave and are guaranteed re-instatement of their job if they are physically capable.
- d. FML begins as soon as the employee receives written notification from the District of activation of FML. This may be as early as the first day of an absence due to a medical condition of the employee or his/her family member. Neither the employee nor the District can declare FML retroactively.
- e. FML runs concurrently with worker's compensation, or disability payments.
- f. Employees do not accrue additional vacation time or new sick leave while on FML, but the District must continue to cover paid benefits, such as health insurance.
- g. If possible (such as for scheduled surgery), employees must give the District written advance notice of their intention to take FML, as soon as they know they will need to take the leave.
- h. The District may require documentation from the attending physician.

5.3.5 Military Leave

Employees who wish to serve in the military will be granted Military Leave in accordance with the Universal Military Leave Act. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

5.3.6 Bereavement Leave

GSD grants leave of absence to all employees in the event of the death of the employee's current spouse (or domestic partner), child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to the following:

- a. Full-time employees will be granted 3 days bereavement leave with pay in the event of the death of an immediate family member, or at the discretion of the General Manager.

- b. Permanent part-time employees will be granted 3 days bereavement leave without pay under the same circumstances.
- c. The General Manager may approve additional unpaid time off.

5.3.7 Jury Duty

Full-time employees who are summoned for jury duty will be paid the difference between their normal rate of pay and the jury duty pay for a period of up to 10 working days per year. Employees must provide the District with a copy of the payment records from the court in order to be compensated. Should the employee have to serve more than 10 days, the employee may take unpaid time off.

The employee should make arrangements with their supervisor as soon as they receive the summons. In fairness to the District, employees are expected to return to their job if they are excused from jury duty during their regular working hours.

5.3.8 Time off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official statesanctioned election, the employee may take off enough working time to vote. Such time shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two days notice.

5.3.9 Leave of Absence

Under special circumstances, an employee with three months of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the General Manager.

- a. Leave of absence for any purpose other than those listed above will be granted at the discretion of the General Manager.
- b. The employee must use all paid vacation and personal days off (but not sick leave) before taking an unpaid leave of absence.
- c. The employee must pay premiums on all insurance, and may elect to make retirement contributions while on leave of absence. The District will resume paying its contribution when the employee returns to work.
- d. If the employee does not return to work at the end of the leave, it will be considered a voluntary termination. The employee will then be entitled to COBRA and any other benefits of voluntary termination.
- e. Employees will not accrue any paid time off while on personal leave.

5.4 Benefits

GSD provides medical insurance and a retirement plan for eligible employees and their dependents on the first day of the month following the completion of the introductory period. Eligible employees may participate in the District's benefits. Information and enrollment forms may be obtained from the office.

5.4.1 Health Insurance

- a. Full-time employees, after 30 days of employment, may participate in the insurance benefits currently provided by the District. Coverage starts on the first day of the month following enrollment. To assist you with the cost of this insurance, the District will pay for the employee portion of a single contract chosen by the Board of Directors. (If the employee chooses a plan that is above the Board's budgeted amount, the employee is responsible for paying the difference.) The employee will be responsible for paying the entire cost of the dependent coverage. In the event of an increase in medical insurance premium rates, all employees maybe required to contribute to the cost of increased premiums to retain coverage.
- b. Permanent part-time employees may participate in the health insurance plan at their own expense, after 6 months of employment.

5.4.2 Retirement Benefits

The District provides eligible employees with a Board approved retirement plan. This plan is designed to be used in combination with the employee's Social Security benefits and personal resources to provide the employee with an assured income at retirement age.

Eligibility for this plan is the month following the completion of the introductory period. Employees who earned at least \$5,000 per calendar year during any two preceding years and who are expected to earn at least \$5,000 in the current year are eligible to participate in the plan.

GSD will contribute a dollar-for-dollar match up to 3% of each eligible employee's compensation. The employer match contribution is based on current IRS laws. Employee will be responsible for the start-up and maintenance fees of their retirement plan. The cost is \$10.00 per year for each employee to establish and maintain the plan. This is paid directly to the administration responsible for the plan.

The retirement program may be review yearly for modifications.

5.4.3 Workers Compensation

On-the-job injuries are covered by the District's Worker's Compensation Insurance Policy provided at no cost to the employee.

- a. All District employees are covered by workers' compensation through SDWCA if they are injured on the job.
- b. Employees must report on-the-job injuries to their supervisors immediately. SDWCA forms must be filled out within 24 hours of any injury requiring treatment. Forms and information are available at the GSD business office.

5.4.4 State Disability

- a. All District employees are eligible for a disability leave of absence due to illness, injury or pregnancy-related disabilities.
- b. Please provide the District written notice of disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work.
- c. The employee is responsible for filing their claim and other forms promptly and accurately with the Employment Development Department (EDD). A claim may be obtained by calling EDD.
- d. The cost of this insurance is fully paid by the employee.
- e. The district will continue to provide medical insurance coverage for employees on authorized leave of absence due to physical disability for the first month of disability. When the above period expires, the employee may continue medical insurance coverage by making arrangements with the office to pay the appropriate monthly premium in advance each month.
- f. An employee's continued absence from work beyond their disability, as determined by their physician, will be deemed a voluntary termination of their employment.

5.4.5 Social Security

Social Security is more than a paycheck deduction. It offers financial security for the employee and their dependents. Although this is a federally established program, it is the employee's contributions, and the District's, that pay for this benefit.

Both the employee and the District contribute to provide the employee with monthly checks and medical coverage once the employee reach retirement age. These funds are then forwarded to the federal government to support the Social Security Program.

5.4.6 Water Service Discount

Full-time and permanent part-time employees residing in the District are entitled to water service at a discount equal to the base water rate during their employment with GSD.

6.0 PERSONNEL RECORDS

The employee has a right to inspect certain documents in their personnel file, as provided by law, in the presence of GSD representative at a mutually convenient time. No copies of documents in their file may be made, with the exception of documents that they have previously signed. The employee may add their comments to any disputed item in the file. GSD will restrict disclosure of their personnel file to authorized individuals with GSD. Any request for information contained in personnel files must be directed to the District Administrator. Only the General Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sourced will be limited. However, GSD will cooperate with requests from authorized law enforcement,

or local, state, or federal agencies conducting official investigations and as otherwise legally required.

6.1 Names and Addresses

GSD is required by law to keep current all employees' name and addresses. Employees are responsible for notifying the District in the event of a name or address change.

6.1.2 Employee References

All requests for references must be directed to the General Manager. No other person is authorized to release references for current or former employees. By policy, the District discloses the dates of employment, the title of the last position held, general description of last job duties, reason for termination, and any incidents of violence of former employees. If the employee authorizes the disclosure in writing, the District also will inform prospective employers of the amount of salary or wage they last earned.

7.0 POLICIES REGARDING EMPLOYEE CONDUCT

7.1 Safety Policy

The District recognizes its responsibility for providing the safest possible conditions for its employees and customers. This responsibility is met by means of a safety program that is applied through the development of safety awareness among employees, the use of up to date safety equipment, and the continual inspection of conditions and practices by all levels of supervision. It is the responsibility of every employee to develop safe working habits. The development of proper attitudes toward safety is the only method to improve safe working habits. Therefore, training sessions play a large part in the safety program. The District wants to protect all employees and the public from injury and accidents. To accomplish this goal, the safety program involves all employees, and requires the active participation and cooperation of all to make it operate effectively.

Safety training sessions are conducted for all District employees, and employees are expected to perform in a safe manner. Negligent or unsafe conduct by an employee will result in disciplinary action. All employees must follow the safety procedures established by management. The Chief Operator will report to the Board on annual completion of Safety training programs which he or she personally completes as well as certification of successful completion of the training program by all employees pursuant to the Chief Operator's job description set out in Appendix "B."

7.1(a) Hazardous Work Conditions

Despite a collective and diligent effort to ensure safe working conditions for all District employees, there are hazards that cannot be foreseen or avoided.

Employees are expected to be aware of their surrounding at all times and to act safely and responsibly in the work place. Employees who are unsure, uncomfortable or hesitant should immediately notify the General Manager before engaging in the potentially hazardous work. Employees are NOT required to perform any task they consider to be dangerous or hazardous.

All incidents MUST be documented regardless of what the hazard or incident.

The following is a non-exhaustive list of certain hazardous conditions that may arise and responsive actions.

- a. Animals biting or attacking---As a general rule, employees should keep a safe distance from stray or domestic animals. If an animal displays any tendencies perceived to be dangerous, do not come into contact with the animal, ready deterrent spray, contact the owner to control the animal, and call for assistance. If an employee is attacked, seek immediate medical attention and report the attack to a supervisor and law enforcement.
- b. Angry and threatening people---Employees are likely to encounter combative people during their employment. In such circumstances, employees should remain calm, professional, and respectful. Employees should remove themselves from the situation by leaving the area and should not, under any circumstances, respond aggressively. Employees should immediately report the incident to the General Manager or designee and law enforcement if needed.
- c. Needles and dangerous paraphernalia—Employees who encounter needles or drug paraphernalia should immediately notify law enforcement and the General Manager or designee. Employees should not attempt to remove the item, unless appropriate safety precautions are taken, including avoiding contact with bare skin by wearing protective gloves and ensuring proper disposal. If an employee is injured by any object, go directly to the emergency room and notify General Manager or designee.
- c. Being asked to do work for Customers—If a customer asked you to assist them, employees must first notify the General Manager or designee for prior approval. Employees should not provide assistance to customers if it involves going in private residences or on private property to perform work.
- d. Working alone---If conditions are dangerous, employees should stop, call for assistance, and notify General Manager or designee.
- e. Working in confined spaces or with chemicals---Employees should always notify a co-worker and the General Manager or designee in advance of performing the work in confined spaces or with any chemicals. Only employees who have obtained the proper training and certifications should perform any work with chemicals. If an employee is unsure, ask the General Manager or designee first. Employees should comply with any and all required precautions, such as the mandatory use of protective equipment.

7.2 Smoking Policy

GSD is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking is not permitted in the workplace.

7.3 Alcohol and Drug Use Policy

In accordance with our general personnel policies, whose overriding concern is a regard for the employee as an individual as well as a worker, GSD has adopted the following policy:

- a. We believe alcoholism and drug dependencies are illnesses and should be treated as such.
- b. We believe the majority of employees who develop these dependencies can be helped to recover, and the District shall offer or facilitate appropriate assistance for the employee.
- c. We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the employee. However, continued refusal of an employee to seek treatment when it appears that substandard performance may be caused by any illness is not tolerated.

- d. We believe it is in the best interest of employees and the District that when alcoholism or drug dependency is present, it should be diagnosed and treated at the earliest possible stage. The District requires all new employees to pass a drug screening, and may, at its discretion, require further drug screening.
- e. Confidential handling of the diagnosis and treatment of alcoholism or drug dependency will be the responsibility of the appropriate manager and the General Manager.
- f. The objective of this policy is to retain employees who may develop alcohol or drug dependency by helping them to arrest its further advance before the condition renders them unemployable.
- g. All employees should be aware that the use of alcohol or any drugs interfering with safe and efficient functioning on the job is a matter of District concern and will be dealt with in an appropriate manner.
- h. Employees are prohibited from drinking alcoholic beverages on company time or on company premises, reporting to work or driving a District vehicle while under the influence of alcohol or drugs. Employees are prohibited from working, driving a District vehicle or appearing on Garberville Sanitary District premises under the influence of or in the possession of alcohol, illegal drugs, controlled substances, prescription drugs, or over-the-counter remedies that may impair the employee's ability to function, or that may endanger the safety of others.
- i. Substantial evidence of illegal actions on the job, including the use of illegal drugs, when such actions can be traced to specific employees, will be reported to the appropriate authority and will result in disciplinary action by the District.
- j. Employees convicted of illegal drug traffic charges will be immediately terminated. Employees found to be involved in such traffic on company premises or during working hours will be terminated and reported to the appropriate authorities.
- k. All employees must pass a drug and alcohol screen prior to beginning their duties. (See section 3.3.) The District reserves the right to screen employees for drug use as permitted by law including random drug screening of all employees, including managers, as well as drug and alcohol testing of individuals for cause.

7.4 Non-Harassment Policy

GSD is committed to providing a work environment free of unlawful harassment. GSD's policies prohibit sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or harassment or any other basis protected by federal, state or local law, ordinance or regulation. GSD's anti-harassment policies apply to all persons involved in the operation of the organization and prohibit unlawful harassment by any employee, including supervisors and co-workers.

By way of example, prohibited unlawful harassment may include, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures.
- c. Physical conduct such as assault, unwanted touching (including unwanted hugging), or blocking normal movement or interfering with work for reasons motivated by sex, race or any other protected status.
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
- e. Retaliation for having reported or threatened to report harassment. If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other GSD Management personnel or Chairperson or Member of the Board of Directors. To the extent permitted by law, due process, and fairness, written or oral complaints shall remain confidential. In the event a written complaint can not be prepared, it shall be made orally and then reduced to writing and signed by the complainant. A complaint should be specific and for each occurrence should include the date(s), time(s), location(s), names of the individuals involved and the names of any witnesses. An immediate, thorough and objective investigation of the harassment allegations shall be initiated by the appropriate manager or by the Chairperson of the Board of Directors.
- f. If GSD determines that unlawful harassment has occurred; effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by GSD to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A GSD representative will advise all parties concerned of the results of the investigation. GSD will not retaliate against anyone for filing a complaint and will not knowingly tolerate or permit retaliation by management, employees or co-workers. GSD encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved.

7.5 Standards of Conduct

Following is a list of standards that GSD expects of its employees while on the job. Violation of these standards could lead to disciplinary action, including possible termination. Note: Both employee and the employer have the right to terminate the employment relationship at any time with or without cause. The standards are as follows:

- a. Courteous treatment of the public and fellow employees.
- b. Following all lawful and reasonable regulations and orders given by the supervisor. C. Attention to duty.
- d. Careful use of District property.
- e. Honesty.
- f. Promptness and consistent attendance.
- g. Appropriate use of sick leave.
- h. Professionalism.
- i. Compliance with the Alcohol and Drug Use Policy stated above.

7.6 General Office and Field Policies

- a. Only Board Members, District employees, or authorized visitors are permitted in the office area behind the counter or on District property.

- b. Unauthorized or excessive personal use of telephones, Internet, and other office equipment, or District property, is not allowed.
- c. District Vehicle Usage: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy groceries, pick up laundry, medication, etc., is not appropriate.
- d. Other than the foregoing uses, District Vehicles will not be used for any personal purposes without prior written approval. This means that weekend or after-hour trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.
- e. Personal Vehicle Usage: When an employee is authorized to use his/her personal vehicle in the performance of GSD work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
- f. Use of personal vehicles shall not be authorized for the performance of GSD work if a suitable GSD vehicle is available and safely operational.
- g. Every attempt shall be made to coordinate work so that GSD vehicles are available and operational for the performance of said work.
- h. Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the GSD of any employee using a personal vehicle in the performance of GSD work.
- i. Tools will be inventoried annually by field staff. Employees are expected to use all tools and equipment with care and good judgment. Damage to tools and equipment must be reported to the Chief Operator or General Manager as soon as possible.
- j. Dress will be appropriate for the work to be performed. Employees must maintain a clean, neat appearance when working with the public.
- k. GSD reserves the right to inspect all GSD property to insure compliance with its rules and regulations, with or without notice to employee and/or in the employee's absence.
- l. GSD may keep a record of all passwords or codes used for any GSD electronic or other equipment, and GSD may at any time access any and all information on such equipment.

7.7 Approval of Expenditures

- a. Total expenditures for one calendar day by any employee for any single item or group of related items, may not exceed \$200.00, without advance General Manager's approval. Managers may set lower limits for expenditures by their staff.
- b. Exceptions to the above limits are chemical, materials and services for routine operation of water and wastewater plants and systems, and routine office supplies and expenses.
- c. Employees must follow the chain of command to obtain approval for emergency expenditures.
- d. The General Manager shall prepare a written report to the Board for all emergency expenditures exceeding \$2,000.00 for any single item for the next Board Meeting.

7.8 Questions regarding Board Members

- a. All Questions regarding the Board of Directors, such as conflict of interest and questions about the interests or conduct of an individual Board Member should always be referred to the General Manager. The General Manager shall contact the Fair Political Practice

Commission (FPPC) on all issues concerning conflict of interest for guidance. Staff should not attempt to respond to questions or comments on issues that are the sole responsibility of the General Manager.

- b. For security reasons, inquiries regarding plant design or operational specifics may be referred to the Board at management's discretion.

7.9 News Media Contacts

Employees may be approached for interview or comments by the news media. Only the General Manager may comment to news reporters on GSD policy or events relevant to GSD.

7.10 Seminars and Workshops

Attendance at seminars or workshops by GSD staff must be approved by the General Manager. Per Diem and other costs associated with seminars and workshops will be approved on an individual basis for each seminar or workshop, based upon current Humboldt County reimbursement schedules.

7.11 Conflict of Interest

Employees must comply with Garberville Sanitary District's conflict of interest code set out in

Appendix "D."

PERFORMANCE EVALUATION

The employee's performance is important to the District. The performance evaluations are guides to help the employee improve in needed areas and confirm their strengths in other areas. Once each year, on or about their anniversary date, the employee's supervisor will review their job progress within the District and help them to set new job performance plans. New employees will be reviewed at the end of their introductory three month period and then annually.

8.1 Annual Evaluation

The appropriate manager will evaluate all employees, permanent and temporary, full-time and part-time at least annually.

- a. Management will evaluate their staff members and review the evaluation with the employee. Each employee evaluation shall be in writing: written by the appropriate manager and signed by the employee.
- b. The Chief Operator will be evaluated by the General Manager. The evaluation shall be in writing and signed by both the General Manager and Chief Operator.
- c. The General Manager will be evaluated based on the Agreement signed by the Board and the General Manager.
- d. The Board will consider a merit in grade raise based on General Manager's recommendation and evaluation of employees.

8.2 Interim Evaluations and Counseling

Management may evaluate or counsel their staff as needed between annual evaluations to help employees improve their performance. The Board may evaluate or counsel the General Manager as needed between annual evaluations to help with his/her performance.

8.3 Positive Performance Guidelines

Management will follow the Positive Performance Guidelines when evaluating or counseling their staff. Because GSD is an “at will” employer, both employee and employer have the right to terminate the employment relationship at any time with or without probable cause. Results of evaluations do not affect or modify the “at will” status of employment.

9.0 GRIEVANCE PROCEDURE

Any employee may obtain consideration of a grievance without jeopardizing the security of his/her position with the District by following the steps below:

- a. Discuss the grievance with the appropriate manager and try to reach a resolution.
- b. If the grievance is unresolved within 7 days, the employee may present his/her case in writing to the Board member appointed as Employee Liaison.
- c. The employee will meet with the appointed Board Employee Liaison to discuss, and if possible, resolve the grievance.
- d. If the grievance is not resolved within 7 days of the meeting with the Board Employee Liaison, the liaison or the employee may request in writing that this matter be presented to the Board within 15 days.
- e. Board of Directors' consideration of employee grievances will be conducted according to the Brown Act of the State of California. The employee bringing the grievance may choose whether discussion will be conducted in open or in executive (closed) session.
- f. In the event that the determination of the Board is not accepted by the Employee, the employee may request and the Board shall refer the matter to the Dispute Resolution Committee under Section 9.0. This grievance procedure is set out as a general method for the District and employees to resolve issues. However, nothing in this grievance procedure is intended to, or shall change the “at will” status of employment.

10.0 DISPUTE RESOLUTION PROCEDURE

Garberville Sanitary District will follow the dispute resolution procedure set forth in Appendix “C.” As a condition of employment, ALL employees will be required to sign the dispute resolution.

11.0 RIGHT TO REVISE

This personnel policy manual contains the employment policies and practices of Garberville Sanitary District in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Garberville Sanitary District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this manual or in any other document, except for the policy of “at-will” employment. However, any such changes must be in writing and must be approved by the Board of Directors of Garberville Sanitary District.

Any written changes to this manual will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this manual.

This Personnel Policy Manual sets forth the entire agreement between the employee and Garberville Sanitary District. Nothing in this manual or in any other personnel document, including benefits plans descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

12.0 CONFIRMATION OF RECEIPT

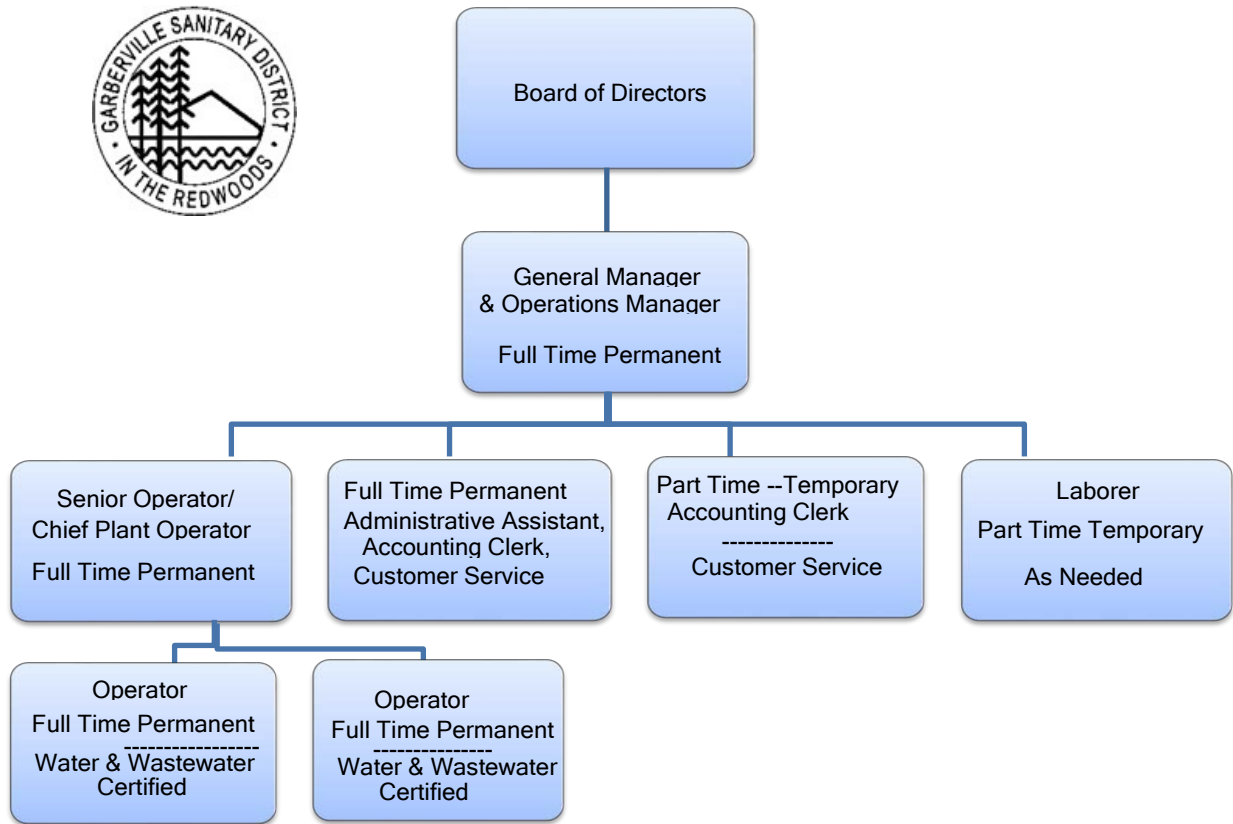
By signing below the employee acknowledges receiving a copy of the District's Personnel Policy Manual. The employee understands and agrees that it is their responsibility to read and familiarize themselves with the policies and procedures contained in the manual.

The employee understands that except for employment "at-will" employment status, any and all policies or practices can be changed at any time by the District. Garberville Sanitary District reserves the right to change the employee's hours, wages, and working conditions at any time. The employee understand and agree that other than the General Manager, no other person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than "at-will"; only the General Manager has the authority to make any such agreement and then only in writing.

The employee understand and agree that nothing in the Personnel Policy Manual creates or is intended to create a promise or representation of continued employment and that employment at Garberville Sanitary District is employment "at-will;" employment may be terminated at the will of the District. The employee's signature certifies that they understand that the foregoing agreement on "at-will" status is the sole and entire agreement between Garberville Sanitary District and the employee concerning the duration of their employment and the circumstances under which their employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning their employment with Garberville Sanitary District.

EMPLOYEE SIGNATURE _____ DATE _____

APPENDIX A, Chain of Command



APPENDIX B, Job Descriptions

TITLE:

GENERAL MANAGER

ESSENTIAL FUNCTION

Under policy direction, serves as the chief executive officer responsible for supporting the service, financial and capital improvement planning activity of the governing board, executing actions to cause operations to adjust to enacted policy changes, directing the allocation of responsibility and staffing to departments and managing the scheduling of approved work programs in conformance with applicable statutes, regulations and policies.

PRIMARY DUTIES

Service Planning: Gather and accumulate information to describe federal, state and regional legislative policy trends in allocating responsibilities, resources, financing and regulation of water and wastewater delivery and processing systems. Direct the development and adoption of long term capital improvement plans, associated services, and financing strategies. Identify industry trends; options and alternatives; recommend long term goals and short term objectives. Direct the development and preparation of budget requests including the description and quantification of service activity and justification of funding requirements for services, personnel, and supplies, routine operating capital equipment and facilities, and special projects.

District Operations: Direct interagency coordination and response to emergency or disastrous events. Establish standards for procedures, systems, equipment, personnel and other means by which operations are conducted. Direct the implementation of policy changes to services, funding levels, position allocations, operating policies, standards, procedures and rules. Coordinate response to claims and litigation in consultation with district counsel and indemnity coverage. Assure that all employment and safety, legal property records, titles and registrations, insurance and permit renewal actions are accomplished in conformance with federal, state, regional laws and regulations and District ordinances, policies and procedures.

District Organization: Recommend the allocation of operating responsibilities to major organizational components. Assign responsibilities and duties to all positions; approve all assignment of internal departmental organization responsibilities and duties to departmental positions. Justify the merits, necessity and organization of responsibility assignments and obtain governing board approval of organization structure. Assure positions are funded and allocated in relation to the approved structure. Initiate employment policy actions to fill all personnel positions. Select and hire all employees. Direct training and formally evaluates employee performance. Take formal commendation, discipline and discharge actions involving personnel.

Work Program Management: Present regular status reports and relevant recommendations on work program status to the governing board. Monitor progress of planning, design and construction of approved capital improvement projects; operating and reporting status of regulatory compliance activities; cash management, budget and service contract performance levels; and status of general operations. Direct the preparation of information and materials for presentation to the governing board, assure compliance with all public agency noticing requirements and applicable policies. Initiate action to cause proper records to be made and follow-up actions from governing board meetings to be accomplished.

Appendix B 1

Garberville Sanitary District

Classification Specifications

Established: 10/03/06

Public and Staff Relations: Respond to inquiries from the public, press, customers, local officials, outside agencies, community organizations, and industry counterparts. Prepare or cause the preparation of analyses, reports, recommendations and position papers on water and wastewater matters pending before legislative or regulatory bodies. Participate in the activities of professional water and wastewater organizations on behalf of the District. Participate in District related committees, civic events and activities of community organizations. Participate in governing board and staff social functions.

Other Assigned Duties: Perform other duties assigned by the governing board which are consistent with the responsibilities of the position and necessary to the operations of the District.

Knowledge of the following is required to perform the essential function:

- Principles, practices, methods and technical support functions of special district services.
- Fundamental intent and basic provisions of federal, state and local financing mechanisms of special district.
- Specific application of federal, state and local legislative enactments applicable to special district utility operations.
- Techniques used for gathering, evaluating and summarizing special district service data and information in preparing budgets and supporting policy decision making processes.
- Personnel and operating practices as they apply to special district operations.

Ability to do the following is required to perform the essential function:

- Interpret and apply the general intent and specific provisions of multiple laws and regulations and professional practices to specific issues.
- Develop and implement design and construction standards and operating policies and procedures for multiple functional programs and personnel.
- Provide verbal and written directives, information and advice to a wide variety of people and officials.
- Persuasively communicate ideas and assert a point of view in complex or controversial situations.
- Exhibit and instill in subordinates a high public service priority.
- Establish and maintain open and honest communications with co-workers at all levels of the organization.

Qualifying Training and Experience:

A combination of training and experience which demonstrates that a person has obtained the required knowledge and is able to perform the required work.

Employment Conditions:

Specifications Approved by Board of Directors.

Fair Labor Standards Act Overtime:

Exempt.

Appointment and Removal Authority:

Board of Directors.

ACCOUNT CLERK/ADMINISTRATIVE ASSISTANT

ESSENTIAL FUNCTION

Under direct supervision, responsible for performing accounting and bookkeeping work in conformance with routine processes, accounting and financial transaction processing methods and accounting operations scheduling and control techniques. Responsible for performing a wide variety of general administrative support work and secretarial duties in conformance with established procedures.

PRIMARY DUTIES

This is an entry level accounting and administrative support clerical classification. This position reports to the General Manager. This position is responsible for a full range of financial record keeping transactions including accounts receivable, accounts payable, utility billing, and collection. This position performs the full array of duties assigned by providing responsible, secretarial and administrative support. Demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties.

Billing and Collections: Maintains cash receipts log. Prepares and generates billings to customers in conformance with procedures applicable to each customer. Generate invoices, updates billing and payment information in customer accounts, generate statements and other collection documentation. Manage and audit all records. Receive and process payments on account and service connection payments for bank deposit. Prepare and present financial records of customer accounts for annual audit.

Payable: Administer full payables cycle (purchase order, encumbrances, vendor invoices, and issue check). Manage and audit all records.

General: Assist management staff with operation of accounting system and accounts receivable. Audit and reconcile accounting records. Assist with the preparation of Board agenda packets including researching and preparing reports for meetings. Perform secretarial duties such as generating correspondence for the District & Board of Directors. Order office supplies and keeping inventory control of all supplies and equipment. Processing mail, copying, filing and related work as required. Assist in maintaining public records. Operate under the guidelines of the District's Policies.

Other Assigned Duties: Perform other duties assigned which are consistent with the responsibilities of the position and necessary to the operations of the District.

Knowledge of the following is required to perform the essential function:

Knowledge of basic principles and practices of bookkeeping and financial record keeping; basic accounting principles; utility billing procedures and practices, and purchasing procedures.

Knowledge of administrative and office practices

Modern office practices, procedures and equipment usage including computer, printers, fax machine and 10 key calculator.

Public relations abilities, verbal communication, as well as letter writing skills. Proper English, spelling and grammar.

Public and agency desk procedures and methods of providing services and information. Methods and technique for record keeping and report preparation.

Ability to do the following is required to perform the essential function:

Exhibit a high customer service priority.

Establish and maintain cooperative relations with those contacted in the course of work.

Ability to manage multiple projects at the same time.

Ability to work with others and accept delegated tasks.

Establish and maintain open and honest communications with co-workers at all levels of the organization.

Ability to maintain a variety of financial records; independently make mathematical calculations quickly and accurately.

Ability to plan, coordinate, organize, and prioritize work to meet deadlines. Ability to work independently and use good judgment Operate standard office equipment.

Basic Qualifications: A high school diploma or G.E.D. equivalent. Two years of experience involving financial record keeping and administrative/secretarial experience.

Employment Requirements: Must be lawfully allowed to work in the United States. A valid California State Class C license must be maintained at all times. Pass illegal drug screen. Be available to attend monthly evening Board meetings as needed. Participate in the Safety Program.

Qualifying Training and Experience:

A combination of training and experience which demonstrates that a person has obtained the required knowledge and is able to perform the required work.

Employment Conditions:

Specifications Approved by Board of Directors.

Fair Labor Standards Act Overtime:

Non-Exempt, receives overtime compensation.

Appointment and Removal Authority:

General Manager.

CHIEF OPERATOR

ESSENTIAL FUNCTION

Under supervision of General Manager, responsible for performing water and wastewater treatment processing and analysis work in conformance with regular procedures, approved treatment processing methods and regulatory prescribed techniques and verifying compliance with requirements and validating quality of completed work.

PRIMARY DUTIES

This position reports to the General Manager and will direct and assist in the maintenance and operations of all district facilities. Make routine purchases of materials and maintain inventory of equipment. Coordinate with Regulatory Agencies for the operations of District facilities. Responsible for all reports and communication with Regulatory Agencies under the direction of the General Manager.

System Operation: Identify operational needs and make adjustments indicated by current conditions and variations to control and alter flow and/or treatment processes. Operate controls of manual and automatic equipment to start and stop pumps, engines, generators, valves and other equipment and devices which control and adjust power, water or wastewater conveyance, flow, treatment, discharge and biosolids removal processes. Controls the application of hazardous materials and chemicals such as chlorine. Records shift operating information on standard logs and checks lists. Will assign work, provide on the job instruction, and supervise field staff learning water or wastewater treatment operations.

System Monitoring: Reviews readings, logs and test results to determine current status of systems and plant processes. Reads, records, interprets and monitors meters, gauges, control panels and laboratory tests results to assess system functions and determine processing requirements. Extracts water and wastewater samples; prepares and maintains associated chain of custody and quality control records; transfers samples to laboratory and performs routine laboratory tests and analyses.

Service and Facilities Maintenance: Identifies and assists in diagnosing existing and potential repair requirements to plant, wells, pump stations, power generators and all related facilities and equipment. Performs routine scheduled preventive maintenance work and maintenance on equipment. Prepares maintenance and repair service requests and suggests changes to preventive maintenance schedules and actions. Establish or amend operational procedures and maintenance procedures to be approved the General Manager. Assists external contractors and internal repair crews to locate, evaluate, adjust, maintain and/or replace equipment, systems and facilities. Maintains central and remote work places. Performs maintenance work on facilities and grounds as needed. Administers safety program, performs monthly safety inspections. Responds to service requests and complaints from service users. Conducts field investigations and/or inspections of service conditions at user locations. Takes actions needed to resolve service needs. Prepares reports of service calls and complaints. Responds to utility service alerts.

General: Participates in the general housekeeping and administrative record keeping operations of the operations section. Prepares and presents monthly formal reports, including cost proposals for major equipment purchases and recommendations as appropriate. Prepares employee performance reviews on field staff for the General Manager. Maintain records required by all regulatory agencies, ordinances and policies. Assist the General Manager preparing annual budget, and coordinate field operations with office operations. Reports all emergencies with the operations of facilities to both the General Manager and the Board Chairperson.

Other Assigned Duties: Perform other duties assigned by the General Manager which are consistent with the responsibilities of the position and necessary to the operations of the District

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Knowledge of the following is required to perform the essential function:

- Current practices, equipment and procedures applied to water and wastewater conveyance and treatment systems in the State.
- Federal, State and local legal and regulatory provisions and related technical terminology applicable to water and wastewater treatment processes.
- Chemical and biological procedures and tests applied in water and wastewater treatment.
- Basic construction, assembly and operational norms of hydraulic equipment, power generators, pumps and controls.
- Safety practice procedures applicable to all aspects of treatment and conveyance systems operations; procedures for using protective gear; and specific procedure applicable in handling and using hazardous materials and chemicals.

Ability to do the following is required to perform the essential function:

- Extract water and wastewater samples and perform standard laboratory tests.
- Observe, interpret and record measurements indicated on gauges, meters and similar measuring devices.
- Perform maintenance on water and wastewater equipment and facilities.
- Understand, retain and apply written procedures.
- Understand and explain specific provisions and procedures contained in technical manuals, drawings, specifications, blueprints, layouts and schematics.
- Exhibit a high customer service priority.
- Establish and maintain open and honest communications with co-workers at all levels of the organization.
- Instruct others in specific processes and procedures applied in treatment and equipment operations.
- Operate vehicles, office computers and field communications equipment.
- Operate water and wastewater equipment and process controls.
- Tolerate physical presence of height.
- Ascend and descend ladders and stairs.
- Within CALOSHA guidelines, withstand periods of physical exposure to the presence of fumes, odors, dust and pollen without incapacitating adverse effect.
- Safely enter and leave confined spaces.
- Safely transport and lift bulky objects.

Basic Qualifications: Must possess proper certification for operating the Water Treatment Plant and Wastewater Treatment Plant. At least three (3) years experience in the operation and maintenance of Water and Wastewater systems. Computer skills, ability to use word processing, spread sheets, and data processing is required.

Employment Requirements: A valid California State Class C license must be maintained at all times. Pass physical examination and illegal drug screen. Maintain telephone service and reside within 30 minutes response time to GSD. Be available to assist "on call" operator after normal scheduled work hours as needed.

Qualifying Training and Experience:

Personnel Policy

Appendix D

Adopted 6/6/06

Amended 9/17/2019

A combination of training and experience which demonstrates that a person has obtained the required knowledge and is able to perform the required work.

Employment Conditions:

Specifications Approved by Board of Directors.

Fair Labor Standards Act Overtime:

Non-Exempt, receives overtime compensation.

Appointment and Removal Authority:

General Manager.

SENIOR OPERATOR

ESSENTIAL FUNCTION

Under supervision, responsible for performing water and wastewater treatment processing and analysis work in conformance with regular procedures, approved treatment processing methods and regulatory prescribed techniques and verifying compliance with requirements and validating quality of completed work.

PRIMARY DUTIES

This position reports to the General Manager and will direct and assist in the maintenance and operations of all district facilities. Make routine purchases of materials through administration and maintain inventory of equipment. Coordinate with all Regulatory Agencies the operations of District facilities.

System Operation: Identifies adjustments indicated by current conditions and variations to control and alter flow and/or treatment processes. Operates direct and remote controls of manual and automatic equipment to start and stop pumps, engines, generators, valves and other equipment and devices which control and adjust power, water or wastewater conveyance, flow, treatment, discharge and biosolids removal processes. Controls the application of hazardous materials and chemicals such as chlorine. Records shift operating information on standard logs and checks lists. Will provide on the job instruction and train field staff learning water or wastewater treatment operations.

System Monitoring: Reviews readings, logs and test results to determine current status of systems and plant processes. Reads, records, interprets and monitors meters, gauges, control panels and laboratory tests results to assess system functions and determine processing requirements. Extracts water and wastewater samples; prepares and maintains associated chain of custody and quality control records; transfers samples to laboratory and performs routine laboratory tests and analyses.

Service and Facilities Maintenance: Identifies and assists in diagnosing existing and potential repair requirements to plant, wells, pump stations, power generators and all related facilities and equipment. Performs routine scheduled preventive maintenance work and maintenance on equipment.

. Prepares maintenance and repair service requests and suggests changes to preventive maintenance schedules and actions. Establish or amend operational procedures and maintenance procedures to be approved the General Manager. Assists external contractors and internal repair crews to locate, evaluate, adjust, maintain and/or replace equipment, systems and facilities. Maintains central and remote work places. Performs maintenance work on facilities and grounds as needed. Administers the hazard material safety program, performs monthly safety inspections. Responds to service requests and complaints from service users. Conducts field investigations and/or inspections of service conditions at user locations. Takes actions needed to resolve service needs. Prepares reports of service calls and complaints. Responds to utility service alerts.

General: Participates in the general housekeeping and administrative record keeping operations of the operations section. Prepares and presents monthly formal reports, including cost proposals for major equipment purchases and recommendations as appropriate. Maintain records required by all regulatory agencies, ordinances and policies. Assist the General Manager preparing annual budget, and coordinate field operations with office operations. Reports all emergencies with the operations of facilities to both the General Manager and the Board Chairperson.

Other Assigned Duties: Perform other duties assigned by the General Manager which are consistent with the responsibilities of the position and necessary to the operations of the District

1

Knowledge of the following is required to perform the essential function:

- Current practices, equipment and procedures applied to water and wastewater conveyance and treatment systems in the State.
- Federal, State and local legal and regulatory provisions and related technical terminology applicable to water and wastewater treatment processes.
- Chemical and biological procedures and tests applied in water and wastewater treatment.
- Basic construction, assembly and operational norms of hydraulic equipment, power generators, pumps and controls.
- Safety practice procedures applicable to all aspects of treatment and conveyance systems operations; procedures for using protective gear; and specific procedure applicable in handling and using hazardous materials and chemicals.

Ability to do the following is required to perform the essential function:

- Extract water and wastewater samples and perform standard laboratory tests.
- Observe, interpret and record measurements indicated on gauges, meters and similar measuring devices.
- Perform maintenance on water and wastewater equipment and facilities.
- Understand, retain and apply written procedures.
- Understand and explain specific provisions and procedures contained in technical manuals, drawings, specifications, blueprints, layouts and schematics.
- Exhibit a high customer service priority.
- Establish and maintain open and honest communications with co-workers at all levels of the organization.
- Instruct others in specific processes and procedures applied in treatment and equipment operations.
- Operate vehicles, office computers and field communications equipment.
- Operate water and wastewater equipment and process controls.
- Tolerate physical presence of height.
- Ascend and descend ladders and stairs.

Within CALOSHA guidelines, withstand periods of physical exposure to the presence of fumes, odors, dust and pollen without incapacitating adverse effect.
Safely enter and leave confined spaces.
Safely transport and lift bulky objects.

Basic Qualifications: Must possess proper certification for operating the Water Treatment Plant and Wastewater Treatment Plant. At least three (3) years experience in the operation and maintenance of Water and Wastewater systems. Computer skills, ability to use word processing, spread sheets, and data processing is required.

Employment Requirements: A valid California State Class C license must be maintained at all times. Pass physical examination and illegal drug screen. Maintain telephone service and reside within 30 minutes response time to GSD. Be available to assist “on call” operator after normal scheduled work hours as needed.

Qualifying Training and Experience:

A combination of training and experience which demonstrates that a person has obtained the required knowledge and is able to perform the required work.

Employment Conditions:

Specifications Approved by Board of Directors.

Fair Labor Standards Act Overtime:

Non-Exempt, receives overtime compensation.

Appointment and Removal Authority:

General Manager.

OPERATOR I

ESSENTIAL FUNCTION

Under direct supervision, responsible for performing water and wastewater treatment processing work in conformance with routine processes, treatment methods and in conformance with regulations and standard work and safety techniques.

PRIMARY DUTIES

This is an entry level technical water and wastewater treatment classification. This position reports to the Chief Operator.

System Operations: Reviews readings, logs and test results to determine current status of systems and plant processes. Reads, records, interprets and monitors meters, gauges, control panels and laboratory test results to assess system functions and determine processing requirements.

Operates direct and remote controls of manual and automatic equipment to start and stop pumps, engines, generators, valves and other equipment and devices which control and adjust power, water or wastewater conveyance, flow, treatment, discharge and biosolids removal processes. Extracts water and/or wastewater samples; prepares and maintains associated control records; transfer samples to laboratory and performs routine laboratory tests and analyses. Assists in applying chemicals to treatment processes.

Facilities Maintenance: Identifies and assists in diagnosing existing and potential repair requirements to plant, wells, pump stations, power generators and all related facilities and equipment. Performs routine scheduled preventive maintenance work and maintenance on equipment. Prepares maintenance and repair service requests. Assists external contractors and internal repair crews to locate, evaluate, adjust, maintain and/or replace equipment, systems and facilities. Maintains central and remote work places. Performs maintenance work on facilities and grounds as needed. Responds to customer service calls. Assists in conducting field investigations and/or inspections of service conditions at user locations. Takes actions needed to resolve service needs. Prepares reports of service calls and complaints. Responds to utility service alerts. Assists in housekeeping maintenance of work places.

General: Participates in the general housekeeping and administrative record keeping operations of the operations section. Prepares and presents formal reports and recommendations as appropriate. Inform if new or additional equipment is needed and maintain an inventory of equipment. Perform daily laboratory test and data entries on plant performance and equipment logs. Reports all emergencies with the operations of facilities to the Chief Operator.

Other Assigned Duties: Perform other duties assigned which are consistent with the responsibilities of the position and necessary to the operations of the District.

Knowledge of the following is required to perform the essential function:

- Current practices, equipment and procedures applied to water and wastewater conveyance and treatment systems in the State.
- Federal, State and local legal and regulatory provisions and related technical terminology applicable to water and wastewater treatment processes.
- Chemical and biological procedures and tests applied in water and wastewater treatment.
- Basic construction, assembly and operational norms of hydraulic equipment, power generators, pumps and controls.

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- Safety practice procedures applicable to all aspects of treatment and conveyance systems operations; procedures for using protective gear; and specific procedure applicable in handling and using hazardous materials and chemicals.

Ability to do the following is required to perform the essential function:

- Extract water and wastewater samples and perform standard laboratory tests.
- Observe, interpret and record measurements indicated on gauges, meters and similar measuring devices.
- Perform maintenance on water and wastewater equipment and facilities.
- Understand, retain and apply written procedures.

Understand and explain specific provisions and procedures contained in technical manuals, drawings, specifications, blueprints, layouts and schematics.

Exhibit a high customer service priority.

Establish and maintain open and honest communications with co-workers at all levels of the organization.

Instruct others in specific processes and procedures applied in treatment and equipment operations.

Operate vehicles, office computers and field communications equipment.

Operate water and wastewater equipment and process controls.

Tolerate physical presence of height.

Ascend and descend ladders and stairs.

Within CALOSHA guidelines, withstand periods of physical exposure to the presence of fumes, odors, dust and pollen without incapacitating adverse effect.

Safely enter and leave confined spaces.

Safely transport and lift bulky objects.

Basic Qualifications: Must possess Grade I certification for operating Water Treatment. At least two (2) years experience in the operation and maintenance of Water Treatment systems. Must obtain Grade II Water Treatment certificate within one (1) year and a Grade II Wastewater Treatment certificate in three (3) years. Computer skills, ability to use word processing, spread sheets, and data processing is desirable.

Employment Requirements: A valid California State Class C license must be maintained at all times. Pass physical examination and illegal drug screen. Maintain telephone service and reside within 30 minutes response time to GSD. Be available to assist "on call" operator after normal scheduled work hours as needed. Participate in the Safety Program and be physically able to use safety equipment.

Qualifying Training and Experience:

A combination of training and experience which demonstrates that a person has obtained the required knowledge and is able to perform the required work.

Employment Conditions:

Specifications Approved by Board of Directors.

Fair Labor Standards Act Overtime:

Non-Exempt, receives overtime compensation.

Appointment and Removal Authority:

General Manager.

Garberville Sanitary District

Job Description

Job Title: Business Manager

Reports to: Board of Directors

Date: August 2012

Position summary

Responsible for the overall operations, management and finances of the organization. Under the general supervision of the board of directors, establishes policies and procedures for directing all internal and external affairs of the organization. Responsible for operating the district in accordance with all applicable state and federal laws and requirements.

Managerial duties

- Provides assistance to the board and committees as requested
- Supervises office personnel in the performance of their assigned duties
- Implements all board policies, including rates, service provision, personnel, and purchasing
- Plans, develops and implements organization policies and goals
- Generates monthly operations and finance reports for board review
- Prepares annual budget for submission to board for review and approval
- With the Operations Manager recommends system improvements and expansion to the board
- Responds to customer complaints and emergency conditions according to adopted procedures
- Prepare and submit required water agency reports in a timely manner

- Identify industry trends, options and alternatives, recommend long term goals and short term objectives.
- Establish standards for procedures, systems, equipment, personnel and other means by which operations are conducted.
- Assure that all employment and safety, legal property records, titles, and registrations, insurance and permit renewal actions are accomplished in conformance with federal, state, regional law, regulations and district ordinances, policies and procedures.
- Select, hire and evaluate employees
- Prepare of analyses, reports, recommendations and position papers on water and wastewater matters pending before legislative or regulatory bodies
- Perform other duties assigned by the governing board which are consistent with the responsibilities of the position and necessary to the operations of the district.
- Establish and maintain open and honest communications with co-workers at all levels of the organization.



Garberville Sanitary District
Job Description

Job Title: Operations Manager

Reports To: Board of Directors

Date: August 2012

Job Duties and Responsibilities

- The Operations Manager will supervise the Water Distribution and Wastewater Collections operators to coordinate all field activities necessary to effectively maintain and operate the District.
- The Operations Manager will work with the Business Manager to assure District policies are implemented.
- The Operations Manager will work with the Business Manager and Project Manager to assist in the review of projects, designs, technical issues, and project management.
- The Operations Manager shall schedule jobs, assign tasks, and coordinate all aspects of each operation ensuring safety, efficiency, cost-effectiveness, and timely completion of projects or assignments.
- The Operations Manager will be required to attend meetings during other than normal work hours. And may be called back to work before or after regularly scheduled work hours or on scheduled days off.

- The Operations Manager shall complete annual performance evaluations on those employees he supervises. He/she shall make recommendations for hiring, firing, promotions, raises, and disciplinary action.
- Commitment to teamwork among peers and subordinates.
- Promotes worker professionalism – Serve as a role model, mentor, and coach to ensure employees treat each other and the customers we serve with respect.
- Maintains knowledge and ensures compliance with current employment laws and regulations.
- Performs customer service tasks along with construction and maintenance work.
- Assures that all necessary repairs and maintenance are scheduled and completed on vehicles and equipment
- Oversees the work order system to assure proper record keeping is completed and filed.
- Schedule and assigns daily work to the operation personnel.
- Keeps the Business Manager and Board of Directors informed of field operations and potential operational problems.
- Assures the water storage facilities (tanks) are properly operated, maintained, and cleaned.
- Assures the water distribution system (mains, valves, hydrants, and appurtenances) is properly operated, maintained, and cleaned.
- Assures that the cross connection program is up to date and in accordance with State regulations.
- Assures the wastewater facilities (pump stations and buildings) are properly operated, maintained, and cleaned.
- Assures that mapping is maintained and up-to-date.
- Assures that developer extensions of the water system are in accordance with the District approved plans and are inspected by District personnel.

- Assures District contract improvements are inspected and completed as per plans and specifications.
- Assures that customer complaints are responded to in a timely manner, investigated as necessary, and coordinated with the Office Manager ➤ Supervises the District safety program.
- Assure subordinate employee compliance with all District policies.
- Prepares reports as needed.

- Schedule training for the operations and maintenance employees, as provided for in the District budget.
- Performs other duties as assigned.



Garberville Sanitary District
Capital Projects Manager

Project Manager will work independently from home managing the water project.
Project manager will commute to Garberville when necessary.

Project Manager
Responsibilities
See following job description

GSD Position Description

TITLE: CAPITAL PROJECTS MANAGER

Type of Position: Part time temporary employee paid bi-monthly hourly

Description of Duties

- Implementation of capital improvement projects for the District

- Participate in preparation of the short and long term capital improvement project program
- Perform general project management and oversight for assigned projects
- Coordinate with District Counsel for legal review of documents and actions as needed
- Manage the overall project scheduling
- Provide financial oversight, accounting, and reimbursement services for project costs
- Advise the Business Manager on changes in project costs and needed capital funding levels
- Complete and coordinate applications for funding Business Manager
- Participate in periodic fiscal budgeting processes as related to CIP projects assigned
- Coordinate with funding agencies and permitting agency for project
- Communicate with the funding agencies to reconcile issues or receive direction associated with implementation of capital improvement projects
- Coordinate with stakeholders, permitting, and regulatory agencies as related to projects assigned
- Solicit, negotiate, recommend award, and manage consultant contracts for Design and Construction Engineering Services for project assigned
- Review consultant contract invoices for services rendered and recommend payment to the General Manager
- Manage milestones and deliverable by consultants on projects assigned
- Review construction plans and specifications as submitted by consultants
- Evaluate design decisions in conjunction with Chief Operator and Business Manager, and communicate decisions to consultant
- Coordinate property acquisition for projects assigned

- Coordinate with consultant and agencies for CEQA and NEPA compliance on projects assigned.
- Apply for and coordinate acquisition of permits as necessary for projects assigned
- Provide construction management assistance as needed
- Set up an auditable organization system for the construction contract paperwork to meet the funding program's requirements
- Conduct review of monthly construction contractor payments, contract change orders, contractor progress schedule, and time delays in conjunction with consultant contractors
- Prepare Notice of Award, Notice to Proceed, Notice of Substantial Completion, and Notice of Completion for General Manager's signature
- Create an approved Labor Compliance Program or contract with a consultant to Review and Certify State and Federal Prevailing Wages
- Verify compliance with Buy American requirements
- Oversee submittal, request for information, and contract change order processes
- Oversee completion of environmental monitoring for construction activities
- Prepare Board memos for actions and updates on projects assigned
- Prepare GIS figures as needed for projects assigned • Create GIS shape files as needed for
 projects assigned

APPENDIX C, Dispute Resolution Procedure

APPENDIX "C"

DISPUTE RESOLUTION PROCEDURE

In the event any issue or dispute arising under or involving any provision under this Personnel Manual or any issue regarding an employee's employment with the Garberville Sanitary District ("District") or the termination of employment, except for claims for worker's compensation, unemployment insurance, or any matter within the jurisdiction of the California Labor Commissioner, the issue or dispute shall be submitted to voluntary and confidential mediation if agreed to by the employee and the District. This procedure is in addition to the Grievance Procedure for employees set out in Section 9.0 of the Personnel Policy. It is intended to provide direct access to members of the Board as an alternative and additional procedure for resolving any disputes within the District.

The party initiating the mediation shall notify the Chairperson of the Board of Directors. All communications arising out of or related to the mediation shall be confidential in compliance with California Evidence Code Section 1115 to 1128. The mediation shall cover any issue raised by either party. The Chair shall then appoint two members of the Board to serve as an ad hoc Dispute Resolution Committee one of whom will be designated as Chair of the Dispute Resolution Committee (DRC). The Chair of the DRC will contact all parties to the dispute, arrange for meetings and use appropriate mediation and facilitation skills to resolve the dispute.

All discussions will be kept confidential and will result in no recommendation for actions by either member of the DRC. In the event that the dispute is not resolved, the Chairperson shall declare an impasse. If the impasse causes harm either to the District or any party to the dispute, the case shall be referred to private and binding under Title 9, Arbitration, and California Code of Civil Procedure Sections 1280, et seq. The designated arbitrator is authorized to award attorney fees and or costs to either or neither party. Arbitration shall be the exclusive method for resolving any issue or dispute. Any party may request equitable relief from the Arbitrator, including but not limited to injunctive relief, which then may, if necessary, submit the award for confirmation from a court of competent jurisdiction. The claims that are to be arbitrated under this agreement include but are not limited to any and all claims related to employee's employment, or termination.

Except as otherwise provided by law, this Dispute Resolution Procedure through arbitration precludes either the employer or employee or any party to the arbitration from bringing a civil action for issues or disputes relating to, among other things, termination of employment, alleged discriminatory conduct, or alleged sexual or other harassment, and thereby precludes the employer or employee from having such disputes or allegations tried before a judge or a jury.

Arbitration and/or mediation proceedings will be held at a location mutually convenient to the employee, party, and the District. Within thirty (30) days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award, which shall be signed and dated. The arbitrator's award shall decide all issues submitted by the parties and the arbitrator may not decide any issue not submitted. The arbitrator shall be permitted to award only those remedies in law or equity, which is requested by the parties. The cost of the arbitrator and other incidental costs of arbitration may be equally shared between the employee and the District subject to the Arbitrator's power to award of attorney fees and costs.

Personnel Policy Appendix C Adopted 6/6/06 - 1 - Amended 11/07/06

The General Manager and Employees of the District shall sign the following declaration and acceptance:

I _____ (employee), and the District, hereby confirm that we understand and consent to the foregoing Dispute Resolution Procedure. We understand that our agreement to use this procedure means that, except as specifically excepted in the Procedure, we cannot bring civil claims arising out of employment in court, before a judge or a jury, and as such this document constitutes a waiver of our rights to have matters heard by a judge or jury. We have fully considered the effects of this waiver and the procedure provided herein, have consulted with or waived consultation with our own private attorney, and willingly acknowledge, understand, and consent to this Dispute Resolution Procedure.

EMPLOYEE:

Signed _____ Dated _____

Print _____

DISTRICT:

Signed _____ Dated _____

Print _____

Title _____

APPENDIX D, Conflict of Interest Code

APPENDIX "D"

CONFLICT OF INTEREST CODE

Section 1 Introduction

In compliance with the Political Reform Act of 1974, California Government Code Sections 81000, et seq., and specifically with Sections 87300 et seq., the GARBERVILLE SANITARY DISTRICT (GSD) hereby adopts this Conflict of Interest Code, which shall be applicable to all designated employees of the agency. The requirements of the Act such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to any other state or local laws pertaining to conflicts of interest.

Section 2 Definition of Terms

The definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission (2 Cal. Adm. Code Sections 18100 et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 3 Designated Employees

The Board Chair, all Board Members, General Manager and the Chief Operator are persons holding positions that are designated employees. It has been determined that these officers and employees make or participate in the making of decisions which may foresee-ably have a material affect on financial interests.

Section 4 Disclosure Statements

A designated employee shall be assigned one or more of the disclosure categories set forth in Appendix B. It has been determined that the financial interests set forth in a designated employee's disclosure category are the types of financial interest which he or she foreseeable can affect materially through the conduct of his or her office. Each designated employee shall file statements of economic interests disclosing his or her financial interests as required by the applicable disclosure category.

Section 5 Place of Filing

All designated employees required to submit a statement of economic interest shall file the original with the General Manager of GSD, who shall be the filing officer for all designated employees and officers. Upon receipt of the statement of economic interest the General Manager of GSD shall make and retain a copy and forward the originals of these statements to the Humboldt County Board of Supervisors, who shall be the filing officer, within five days of the filing deadline or five days of the receipt in the case of statements filed late.

Section 6 Time of Filing

- A) Initial Statements. All designated employees employed by the District on the effective date of this Code shall file statements within thirty days after the effective date of this Code.
- B) Assuming Office Statements. All persons assuming designated positions after the effective date of this Code which are elected or appointed positions, shall file statements within thirty days after assuming the designated positions.
- C) Annual Statements. All designated employees shall file statements no later than January 31.

- D) Leaving Office Statements. All persons who leave designated positions shall file statements within thirty days after leaving office.

Section 7 Contents of Statements

- A) Contents of Initial Statements. Initial statements shall disclose any reportable investments and interests in real property (and management positions) held on the effective date of the Code.
- B) Assuming Office Statements. Assuming office statements shall disclose any reportable investments and interests in real property and management positions held on the date of assuming office (or on the date of nomination, whichever is earlier).
- C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, and income (and management positions) held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.
- D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property and income or management positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 8 Manner of Reporting

Disclosure statements shall be made on Standard Form 700, and shall contain the following information:

- A) Contents of Investment and Real Property Reports. When an investment or interest in real property is required to be reported, (For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer). The statement shall contain the following:
- 1) A statement of the nature of the investment or interest;
 - 2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
 - 3) The address or other precise location of the real property;
 - 4) A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000).
- B) Contents of Personal Income Reports. When personal income is required to be reported, the statement shall contain:
- 1) The name and address of each source of income aggregating to two hundred and fifty dollars (\$250) or more in value, or twenty-five (\$25) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
 - 2) A statement whether the aggregate value of income from each source was one thousand dollars (\$1,000) or less, greater than one thousand dollars, or greater than ten thousand dollars (\$10,000);
 - 3) A description of the consideration if any, for which the income was received;
 - 4) In the case of a gift the name and address of the donor: a description of the gift, the amount or value of the gift, and the date on which the gift was received.
- C) Contents of Business Entity Income Reports. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

- 1.) The name, address, and general description of the business activity of the business entity.
 - 2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's pro rata. Share of fees from such person was equal to or greater than one thousand dollars (\$1,000);
 - 3) In the case of a business entity not covered by paragraph 2), the name of every person from whom the share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).
- D) Contents of Management Position Reports
- 1) When management positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged and the designated employee's position with the business entity.
 - 2) Investments and interests in real property which have a fair market value of less than \$1,000 are not investments and interest in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investments or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10% or greater.
 - 3) A designated employee's income includes his or her community property interest in the income of his or her spouse.
 - 4) Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer, spouse and dependent children in the business entity aggregates a 10% or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the source is within one of the disclosure categories of the filer.
- E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 9 Disqualification

Designated employees must disqualify themselves from making, participating in the making or using their official positions to influence the making of any governmental decision which will foreseeable have a material financial effect, distinguishable from its effect on the public generally, on:

- A) Any business entity in which the designated employee has a direct or indirect investment worth more than one thousand dollars (\$1,000) ;
- B) Any real property in which the designated employee has a direct or indirect interest worth more than one thousand dollars (\$1,000);
- C) Any source of income other than loans by a commercial lending institution in the regular course of business aggregating two hundred fifty dollars (\$250) or more in value received by or promised to the designated employee within twelve months prior to the time when the decision is made; or,
- D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management. No designated employee shall be

prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. (The fact that a designated employee's vote is needed to break a tie does not make his or her participation legally required for purposes of this section.)

Section 10 Manner of Disqualification

A designated employee required to disqualify him or herself shall notify his or her supervisor in writing. This notice shall be forwarded to the General Manager who shall record the employee's disqualification. Upon receipt of such statement, the supervisor shall reassign the matter to another employee. In the case of a designated employee who is a Board Member, notice of disqualification shall be given at the meeting during which consideration of the decision takes place and shall be made part of the official record of the Board.

Conflict of Interest Designated Employees - Appendix A

Any and all employees in supervisory, or management capacity; Specifically the District Administrator, Chief Operator, Fiscal Officers, Board Chair, Board Members, and Consultants.*

*The Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination is a public inspection in the same manner and location as this conflict of interest code.

Disclosure Categories - Appendix B

All designated employees shall complete the same Form 700 -Statement of Economic Interests, as provided by the Fair Political Practices Commission.

EMPLOYEE:

Signed _____ Dated _____

Print_____

DISTRICT:

Signed _____ Dated _____

Print_____

Title_____