

**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: May 24th, 2022
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_____

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

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

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.**

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- Vac Trailer Update --- Update on River Level compared with 2021

Office Staff-

Board Members-

Correspondence-

General Manager—Ralph Emerson Pg.4

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

- C.2 Water Ordinance-Drought Plan-Enforcement-Sec 14.5 pg. 123
 (discussion—possible action)
Motion: **Second:** **Vote:**
- C.3 Water Ordinance 14.1—15.7 – Pool and Tank Water pg. 124-125
 (discussion-no action) 1st reading
Motion: **Second:** **Vote:**

IX. CLOSED SESSION

No Closed Session Items

X. RETURN TO OPEN SESSION

No Action Taken

XI. ITEMS FOR NEXT BOARD MEETING

1. Drought Planning
2. Update on SHCP Water Request
3. Pool and Tank Water Ordinance
4. Fire Flow Ordinance - Resolution #22-007
5. Project Update

XII. ADJOURNMENT

The GSD Board meeting agenda will be posted at the District Office no later than. Date: Saturday, May 21, 2022. 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**

GENERAL MANAGER REPORT

Date: May 24, 2022

We are busy with projects and planning in preparation for summer and the expected drought season but are also working on the new budget, project development and researching water loss.

There have been multiple funding opportunities that we have been looking at to assist customers and the District. Jennie and Mary have been attending webinars, submitting applications and having conversations with different agencies which provide grant funding for customer financial assistance.

Codi Cox from RCSD requested a meeting to discuss the possibility of using our new vacuum trailer and hydro jetter in a long term relationship, while providing us a place to dump the trailer when needed. We will continue a conversation after I look at associated costs and the demand on the equipment.

I appreciate the opportunity to work with Redway, as we have tried for many years and I enjoyed the tour which Codi provided. I will keep you informed as we work to find a plan which meets both of our needs.

Customers are struggling with prices rising in all areas of our life and it is certainly seen with water and sewer service, which is why we are working hard to find assistance programs which will help our customers.

Respectfully Submitted:

Ralph Emerson



GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM - Consent Item

Meeting Date: May 24, 2022
 To: Garberville Sanitary District Board of Directors
 From: Jennie Short, Consultant Project Manager
 Subject: February and March 2022 Financial Statements

GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for February and March 2022. The audit has been completed and the adjusting entries are included in these reports.

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	859,294.38	847,670.78	11,623.60	😊
Total Expense (excl. Depreciation)	904,855.00	667,701.92	673,555.28	(5,853.36)	😊
Net Income (excl. Depreciation)	278,330.00	191,592.46	174,115.50	17,476.96	😊
Payroll	456,015.00	348,687.00	337,411.28	11,275.72	😞
Repair & Maintenance + Supplies	101,200.00	56,596.90	76,025.03	(19,428.13)	😊

As can be seen on the “Statement of Cash Flows Report for Board - July - March 2022” and the “Balance Sheet Report for Board as of March 31, 2022”:

- Operational revenues are **\$ 57.14 OVER** budget, mainly due to late fees and reconnection fees.
- Operational expenses are **\$ 6,291.62 UNDER** budget.
- Net cash **INCREASE** for March is **\$20,802.97** and the year to date is a net cash **INCREASE** of **\$ 60,488.87**.
- Total payments on loans so far this year total **\$62,346.77** of a budgeted year-end total of \$96,885.56.

- Overtime payroll costs are **\$16,766.41** OVER budget - mostly in Sewer Collection because of the need to run Sunnybank PS manually until the new pumps and controls are installed.
- The repair and maintenance plus supplies expenses are **\$19,428.13** UNDER the YTD budgeted amount.
- Expenditures for fixed asset acquisition so far this year total **\$ 102,622.36** of a budgeted year-end total of \$123,000. The projects anticipated were:

Asset Description	Annual Amount Budgeted	Amount Spent YTD
Robertson + Wallen + Hurlbutt Tank Replacement - Planning Project	245,000	12,567.90
Robertson PRV Construction	0	55,002.69
Hurlbutt Tank Replacement - SRF	90,000	(2,768.00)
Meadows Aerial Waterline SRF Grant/Loan	8,000	
SRF DW Financing Reimbursement	(325,000)	
Bear Canyon Sewer Aerial Preliminary Design	5,000	225.00
WWTP Chlorine Analyzer/Sample Pump/Flow Meters/Reprogram	25,000	
Sunnybank Telemetry & Pumps	50,000	15,716.41
Knight's Lane - Melville Sewerline	2,000	7,939.24
SWTP Filter Media (7030)	13,000	0
Church Street Paving + Valves		6,800.00
Pumps - Rebuild FW @ SWTP		7,139.12
Unspecified	10,000	
Total:	123,000.00	102,622.36

RECOMMENDED BOARD ACTIONS

Review the reports and approve them with the consent agenda.

ATTACHMENTS

1. Statement of Cash Flows - Current Month and Fiscal Year to Date
2. Balance Sheet with Comparison = Current month and Fiscal Year beginning July 1, 2021.
3. Revenue and Expense Report - Combined Report for Water & Sewer containing current month actual, fiscal year to date actual, and annual budget for February and second report for March
4. Check Register Report for all checks issued in February and March.

GARBERVILLE SANITARY DISTRICT
Statement of Cash Flows Report for Board
March 2022

	Mar 22	Jul '21 - Mar 22
OPERATING ACTIVITIES		
Net Income	(36,739.02)	(123,759.98)
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other		(3,951.17)
1115 · Acct Receivable - Collection	2,114.90	2,114.90
1100 · Accounts Receivable	19,736.92	20,624.52
1110 · Accts Receivable Over Payments	(460.38)	237.76
1500 · Prepaid Insurance	4,027.32	(15,521.99)
1501 · Prepaid Workers Comp	905.39	(2,141.07)
1510 · Prepaid Licenses and Permits	2,611.91	(7,835.77)
1121 · Payroll Tax Overpayment	(304.15)	(304.15)
2000 · Accounts Payable	37,930.05	41,145.57
20001 · Accounts Payable - SWRCB	(1,040.11)	0.00
2220 · Accrued State PR Taxes	0.00	(3.06)
2300 · Service Deposits	(200.00)	(500.00)
Net cash provided by Operating Activities	28,582.83	(89,894.44)
INVESTING ACTIVITIES		
SEWER:Collection	0.00	(7,939.24)
Accumulated Depreciation-Water	22,690.66	204,215.94
Accumulated Depreciation-Sewer	12,348.50	111,136.50
CIP-Church Street	0.00	(6,800.00)
CIP-Hurlbutt Tank Replacement	3,028.00	2,768.00
CIP- Bear Canyon Sewerline	0.00	(225.00)
CIP - Wallan & Robertson Tank	(44,178.45)	(67,570.59)
WATER:Pumps	0.00	(7,139.12)
SEWER:Pumps	0.00	(15,716.41)
Net cash provided by Investing Activities	(6,111.29)	212,730.08
FINANCING ACTIVITIES		
2500 · N/P - SWRCB	0.00	(24,585.28)
2700 · SRF Loan - Water	0.00	(22,991.18)
2665 · RCAC Loan - #0998 Backhoe	(1,668.57)	(14,770.31)
Net cash provided by Financing Activities	(1,668.57)	(62,346.77)
Net cash increase for period	20,802.97	60,488.87
Cash at beginning of period	854,191.29	814,505.39
Cash at end of period	874,994.26	874,994.26

GARBERVILLE SANITARY DISTRICT
Balance Sheet Report for Board
As of January 31, 2022

	<u>Current Month</u> Mar 31, 2022 Balance	<u>Year Beginning</u> July 1, 2021 Balance	Difference	Comments
ASSETS				
Current Assets				
Checking/Savings				
1036 · Sewer Capital Improvement Fund	9,998.12	0.00	9,998.12	Transfer to Open Acct
1035 · Water Capital Improvement Fund	17,998.92	0.00	17,998.92	Transfer to Open Acct
1005 · Umpqua Checking - Operating	181,637.73	40,294.77	141,342.96	Transfer from County
1006 · Umpqua System Reserve - Water	25,811.28	25,809.42	1.86	
1007 · Umpqua System Reserve - Sewer	31,269.41	31,267.18	2.23	
1011 · Water Enterprise Fund	46,831.17	46,827.66	3.51	
1030 · County Treasury - Sewer Reserve	420,064.59	478,899.49	(58,834.90)	Transfer to Checking
1031 · County Treasury - Water Reserve	141,265.36	191,265.36	(50,000.00)	Transfer to Checking
1040 · Petty Cash	39.51	39.51	0.00	
1050 · Cash Drawer	78.17	102.00	(23.83)	
Total Checking/Savings	874,994.26	814,505.39	60,488.87	
Accounts Receivable				
1115 · Acct Receivable - Collection	1,386.90	3,501.80	(2,114.90)	
11000 · Accounts Receivable - Other	7,408.59	3,457.42	3,951.17	
Total Accounts Receivable	8,795.49	6,959.22	1,836.27	
Other Current Assets				
1100 · Accounts Receivable				
1110 · Accts Receivable Over Payments	(2,960.95)	(2,723.19)	(237.76)	
1100 · Accounts Receivable - Other	103,309.23	123,933.75	(20,624.52)	
Total 1100 · Accounts Receivable	100,348.28	121,210.56	(20,862.28)	
	304.15			
1500 · Prepaid Insurance	18,961.65	3,439.66	15,521.99	
1501 · Prepaid Workers Comp	2,141.07	0.00	2,141.07	
1510 · Prepaid Licenses and Permits	7,835.77	0.00	7,835.77	
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00	
Total Other Current Assets	124,590.92	119,650.22	4,940.70	
Total Current Assets	1,008,380.67	941,114.83	67,265.84	
Fixed Assets				
CIP-Church Street	6,800.00	0.00	6,800.00	Pave & Raise Valve Box
CIP-Hurlbutt Tank Replacement		2,768.00	(2,768.00)	
CIP- Bear Canyon Sewerline	988.75	763.75	225.00	
CIP - Meadows Aerial Waterline	6,051.76	6,051.76	0.00	
CIP - Wallan & Robertson Tank	92,606.07	25,035.48	67,570.59	PRV Parts
WATER				
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	2,909.87	7,139.12	Rebuild FW Pump
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00	
Total WATER	8,134,549.70	8,127,410.58	7,139.12	
Water System	142,474.97	142,474.97	0.00	

GARBERVILLE SANITARY DISTRICT
Balance Sheet Report for Board
As of January 31, 2022

	<u>Current Month</u>	<u>Year Beginning</u>		
	Mar 31, 2022	July 1, 2021	Difference	Comments
	Balance	Balance		
SEWER				
Land - Sewer	129,810.68	129,810.68	0.00	
Collection	2,395,295.12	2,387,355.88	7,939.24	Knight's Ln
Treatment	507,552.59	507,552.59	0.00	
Pumps	32,648.40	16,931.99	15,716.41	Sunnybank Pumps
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00	
Total SEWER	5,857,758.70	5,834,103.05	23,655.65	
Office Equipment	38,244.29	38,244.29	0.00	
Equipment	237,123.48	237,123.48	0.00	
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	(2,691,806.24)	(2,487,590.30)	(204,215.94)	
Accumulated Depreciation-Sewer	(2,466,277.60)	(2,355,141.10)	(111,136.50)	
Total Fixed Assets	9,637,086.95	9,849,817.03	(212,730.08)	
TOTAL ASSETS	10,645,467.62	10,790,931.86	(145,464.24)	
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	67,216.28	26,070.71	41,145.57	
Total Accounts Payable	67,216.28	26,070.71	41,145.57	
Other Current Liabilities				
20001 · Accounts Payable - SWRCB	0.00	0.00	0.00	
2300 · Service Deposits	6,800.00	7,300.00	(500.00)	
20000 · Account Payable	2,100.00	2,100.00	0.00	
2205 · Accrued Simple	(101.46)	(101.46)	0.00	
2220 · Accrued State PR Taxes	0.00	3.06	(3.06)	
2230 · Accrued Vacation	30,435.83	30,435.83	0.00	
2250 · Loans Payable - Current Portion	65,704.81	65,704.81	0.00	
Total Other Current Liabilities	104,939.18	105,442.24	(503.06)	
Total Current Liabilities	172,155.46	131,512.95	40,642.51	
Long Term Liabilities				
2665 · RCAC Loan - #0998 Backhoe	29,453.63	44,223.94	(14,770.31)	9 Pmts of 12
2500 · N/P - SWRCB	50,655.35	75,240.63	(24,585.28)	1 Pmt of 1
2700 · SRF Loan - Water	1,103,576.84	1,126,568.02	(22,991.18)	1 Pmt of 2
2900 · Less Current Portion	(65,704.81)	(65,704.81)	0.00	
Total Long Term Liabilities	1,117,981.01	1,180,327.78	(62,346.77)	
Total Liabilities	1,290,136.47	1,311,840.73	(21,704.26)	
Equity				
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00	
3100 · Retained Earnings	3,349,599.38	3,631,133.46	(281,534.08)	
Net Income	(123,759.98)	(281,534.08)	157,774.10	
Total Equity	9,355,331.15	9,479,091.13	(123,759.98)	
TOTAL LIABILITIES & EQUITY	10,645,467.62	10,790,931.86	(145,464.24)	

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 March 2022

	Current Month Mar. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	22,975.75	239,862.65	270,776.00	374,000.00	(30,913.35)
4110 · Commercial	24,090.00	229,509.50	203,444.00	281,000.00	26,065.50
Total Water Charges	47,065.75	469,372.15	474,220.00	655,000.00	(4,847.85)
4200 · Sewer Charges	35,656.50	338,340.80	341,815.76	463,165.00	(3,474.96)
4300 · Connection Fees	0.00	8,000.00	8,000.00	24,000.00	0.00
4650 · Late Charges	1,305.00	11,490.00	3,000.05	4,000.00	8,489.95
4700 · Other Operating Revenue	400.00	2,140.00	2,250.00	3,000.00	(110.00)
Total Income	84,427.25	829,342.95	829,285.81	1,149,165.00	57.14
Gross Profit	84,427.25	829,342.95	829,285.81	1,149,165.00	57.14
Expense					
Administrative and General					
5025 · Discount Program	280.00	1,645.00	2,700.00	3,600.00	(1,055.00)
5000 · Advertising	0.00	0.00	150.00	300.00	(150.00)
5005 · Bad Debts	2,556.30	6,216.19	5,000.00	10,000.00	1,216.19
5010 · Bank Charges					
5012 · Merchant Account Fees	508.95	3,400.19	2,475.00	3,300.00	925.19
5010 · Bank Charges - Other	189.01	1,449.37	1,499.95	2,000.00	(50.58)
Total 5010 · Bank Charges	697.96	4,849.56	3,974.95	5,300.00	874.61
5020 · Directors Fees	500.00	1,650.00	1,500.00	2,000.00	150.00
5030 · Dues and Memberships	0.00	5,352.14	3,937.50	4,500.00	1,414.64
5035 · Education and Training	0.00	705.36	2,250.00	3,000.00	(1,544.64)
5036 · Education and Training - B.O.D.	0.00	0.00	225.00	300.00	(225.00)
Insurance					
5040 · Liability	4,027.32	36,159.75	36,000.00	48,000.00	159.75
5050 · Workers' Comp	905.39	8,521.82	7,998.78	10,665.00	523.04
5055 · Health					
5055.1 · Employee Portion	(746.24)	(6,716.16)	(6,937.56)	(9,250.00)	221.40
5055 · Health - Other	3,893.74	34,467.76	35,137.44	46,850.00	(669.68)
Total 5055 · Health	3,147.50	27,751.60	28,199.88	37,600.00	(448.28)
Total Insurance	8,080.21	72,433.17	72,198.66	96,265.00	234.51
5060 · Licenses, Permits, and Fees					
5065 · Auto	0.00	1,655.71	2,000.00	2,500.00	(344.29)
5070 · Miscellaneous	0.00	0.00	100.00	100.00	(100.00)
5080 · Office Expense	161.57	5,757.10	5,999.94	8,000.00	(242.84)
5085 · Outside Services	566.29	5,944.86	8,699.94	11,600.00	(2,755.08)
5090 · Payroll Taxes	1,968.69	22,885.35	24,374.97	32,500.00	(1,489.62)
5095 · Penalties and Fines	0.00	6.04			6.04
5100 · Postage	0.00	1,806.01	2,606.94	3,500.00	(800.93)
5110 · Professional Fees	6,758.25	62,398.04	59,999.94	80,000.00	2,398.10
5120 · Property Taxes	0.00	0.00	50.00	50.00	(50.00)
5125 · Repairs and Maintenance	0.00	1,586.07	500.00	500.00	1,086.07
5130 · Rents	1,670.00	7,515.00	7,515.00	10,020.00	0.00
5135 · Retirement	733.65	7,124.25	6,892.56	9,190.00	231.69

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
March 2022

	Current Month Mar. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5137 · Supplies	116.78	1,292.16	900.00	1,200.00	392.16
5140 · Telephone	824.02	7,671.37	9,374.94	12,500.00	(1,703.57)
5145 · Tools	481.27	1,929.20	1,499.94	2,000.00	429.26
5150 · Travel and Meetings	0.00	1,111.95	1,000.00	1,000.00	111.95
5155 · Utilities	245.12	2,041.98	2,624.94	3,500.00	(582.96)
5160 · Wages					
5165 · Wages - Overtime	636.00	4,432.50	3,125.06	4,300.00	1,307.44
5160 · Wages - Other	11,468.37	120,110.65	134,213.94	178,952.00	(14,103.29)
Total 5160 · Wages	12,104.37	124,543.15	137,339.00	183,252.00	(12,795.85)
5170 · Vacation Accrual Adjustment	0.00	0.00	0.00	6,000.00	0.00
Total Administrative and General	40,396.39	371,372.58	383,164.22	518,277.00	(11,791.64)
Sewage Collection					
6010 · Fuel	213.40	2,933.06	2,999.97	4,000.00	(66.91)
6030 · Repairs and Maintenance	17.75	4,813.70	11,250.00	15,000.00	(6,436.30)
6040 · Supplies	0.00	0.00	1,500.03	2,000.00	(1,500.03)
6050 · Utilities	304.41	2,850.80	3,375.00	4,500.00	(524.20)
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	975.00	27,030.00	4,860.00	6,480.00	22,170.00
6060 · Wages - Other	4,154.51	29,581.86	24,187.50	32,250.00	5,394.36
Total 6060 · Wages	5,129.51	56,611.86	29,047.50	38,730.00	27,564.36
Total Sewage Collection	5,665.07	67,209.42	48,172.50	64,230.00	19,036.92
Sewage Treatment					
6075 · Fuel	213.40	2,933.06	2,999.97	4,000.00	(66.91)
6080 · Monitoring	577.50	4,088.93	5,249.97	7,000.00	(1,161.04)
6100 · Repairs and Maintenance	1,313.08	2,005.43	11,250.00	15,000.00	(9,244.57)
6110 · Supplies	0.00	3,916.69	4,500.00	6,000.00	(583.31)
6120 · Utilities	1,124.69	8,172.59	7,499.97	10,000.00	672.62
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmen	0.00	875.00	1,649.97	2,200.00	(774.97)
6130 · Wages - Other	3,690.52	39,079.35	26,340.03	35,120.00	12,739.32
Total 6130 · Wages	3,690.52	39,954.35	27,990.00	37,320.00	11,964.35
Total Sewage Treatment	6,919.19	61,071.05	59,489.91	79,320.00	1,581.14
Water Trans and Distribution					
7075 · Fuel	213.40	2,933.06	2,999.97	4,000.00	(66.91)
7090 · Repairs and Maintenance	2,749.38	13,614.36	22,500.00	30,000.00	(8,885.64)
7100 · Supplies	0.00	1,039.01	3,750.03	5,000.00	(2,711.02)
7110 · Utilities	550.43	6,110.18	8,250.03	11,000.00	(2,139.85)
7120 · Wages					
7125 · Wages - Overtime Water Trans &	654.00	2,391.00	6,000.03	8,000.00	(3,609.03)
7120 · Wages - Other	3,639.09	29,364.62	31,862.25	42,483.00	(2,497.63)
Total 7120 · Wages	4,293.09	31,755.62	37,862.28	50,483.00	(6,106.66)
Total Water Trans and Distribution	7,806.30	55,452.23	75,362.31	100,483.00	(19,910.08)
Water Treatment					
7020 · Fuel	213.42	2,933.15	2,999.97	4,000.00	(66.82)
7010 · Monitoring	292.50	7,270.48	3,375.00	4,500.00	3,895.48
7030 · Repairs and Maintenance	13,816.76	19,497.75	10,874.97	14,500.00	8,622.78

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 March 2022

	Current Month Mar. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7040 · Supplies	0.00	8,831.73	9,000.00	12,000.00	(168.27)
7050 · Utilities	4,276.51	38,176.21	37,500.03	50,000.00	676.18
7060 · Wages					
7065 · Wages - Overtime Water Treatmen	1,250.00	3,673.00	6,000.03	8,000.00	(2,327.03)
7060 · Wages - Other	2,740.51	25,866.00	31,706.28	42,275.00	(5,840.28)
Total 7060 · Wages	3,990.51	29,539.00	37,706.31	50,275.00	(8,167.31)
Total Water Treatment	22,589.70	106,248.32	101,456.28	135,275.00	4,792.04
Total Expense	83,376.65	661,353.60	667,645.22	897,585.00	(6,291.62)
Net Ordinary Income	1,050.60	167,989.35	161,640.59	251,580.00	6,348.76
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	14,966.37	12,750.00	25,500.00	2,216.37
8020 · Unsecured	0.00	862.11	950.00	1,900.00	(87.89)
8025 · Prior Years	0.00	54.53	5.00	10.00	49.53
8030 · Supplemental - Current	0.00	134.76	125.00	250.00	9.76
8035 · Supplemental - Prior Years	0.00	0.00	25.00	50.00	(25.00)
Total Property Tax Revenue	0.00	16,017.77	13,855.00	27,710.00	2,162.77
8053 · Water Capital Grant Income	(2,114.90)	432.56			432.56
8060 · Interest Income	1.12	10.64	3,375.00	4,500.00	(3,364.36)
8070 · Other Non-Operating Revenue	20.00	13,343.13	999.97	1,500.00	12,343.16
9030 · Homeowners' Tax Relief	0.00	147.33	155.00	310.00	(7.67)
Total Other Income	(2,093.78)	29,951.43	18,384.97	34,020.00	11,566.46
Other Expense					
9010 · Other Expenses	527.00	3,429.75	3,000.06	4,000.00	429.69
9040 · Depreciation	35,039.16	315,352.44	315,354.01	420,472.00	(1.57)
9050 · Interest Expense	129.68	2,918.57	2,910.00	3,270.00	8.57
Total Other Expense	35,695.84	321,700.76	321,264.07	427,742.00	436.69
Net Other Income	(37,789.62)	(291,749.33)	(302,879.10)	(393,722.00)	11,129.77
Net Income	(36,739.02)	(123,759.98)	(141,238.51)	(142,142.00)	17,478.53

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
February 2022

	Current Month Feb. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	23,221.00	216,886.90	238,986.00	374,000.00	(22,099.10)
4110 · Commercial	23,880.50	205,419.50	179,559.00	281,000.00	25,860.50
Total Water Charges	47,101.50	422,306.40	418,545.00	655,000.00	3,761.40
4200 · Sewer Charges	35,616.30	302,684.30	306,152.05	463,165.00	(3,467.75)
4300 · Connection Fees	0.00	8,000.00	8,000.00	24,000.00	0.00
4650 · Late Charges	1,320.00	10,185.00	2,666.72	4,000.00	7,518.28
4700 · Other Operating Revenue	0.00	1,740.00	2,000.00	3,000.00	(260.00)
Total Income	84,037.80	744,915.70	737,363.77	1,149,165.00	7,551.93
Gross Profit	84,037.80	744,915.70	737,363.77	1,149,165.00	7,551.93
Expense					
Administrative and General					
5025 · Discount Program	250.00	1,365.00	2,400.00	3,600.00	(1,035.00)
5000 · Advertising	0.00	0.00	150.00	300.00	(150.00)
5005 · Bad Debts	0.00	3,659.89	2,500.00	10,000.00	1,159.89
5010 · Bank Charges					
5012 · Merchant Account Fees	207.91	2,891.24	2,200.00	3,300.00	691.24
5010 · Bank Charges - Other	139.36	1,260.36	1,333.28	2,000.00	(72.92)
Total 5010 · Bank Charges	347.27	4,151.60	3,533.28	5,300.00	618.32
5020 · Directors Fees	0.00	1,150.00	1,500.00	2,000.00	(350.00)
5030 · Dues and Memberships	0.00	5,352.14	3,750.00	4,500.00	1,602.14
5035 · Education and Training	0.00	705.36	2,000.00	3,000.00	(1,294.64)
5036 · Education and Training - B.O.D.	0.00	0.00	200.00	300.00	(200.00)
Insurance					
5040 · Liability	4,027.32	32,132.43	32,000.00	48,000.00	132.43
5050 · Workers' Comp	985.74	7,616.43	7,110.02	10,665.00	506.41
5055 · Health					
5055.1 · Employee Portion	(746.24)	(5,969.92)	(6,166.72)	(9,250.00)	196.80
5055 · Health - Other	3,893.74	30,574.02	31,233.28	46,850.00	(659.26)
Total 5055 · Health	3,147.50	24,604.10	25,066.56	37,600.00	(462.46)
Total Insurance	8,160.56	64,352.96	64,176.58	96,265.00	176.38
5060 · Licenses, Permits, and Fees	2,611.91	20,601.01	17,800.00	25,600.00	2,801.01
5065 · Auto	647.64	1,655.71	2,000.00	2,500.00	(344.29)
5070 · Miscellaneous	0.00	0.00	100.00	100.00	(100.00)
5080 · Office Expense	199.45	5,595.53	5,333.28	8,000.00	262.25
5085 · Outside Services	578.29	5,378.57	7,733.28	11,600.00	(2,354.71)
5090 · Payroll Taxes	2,526.39	20,916.66	21,666.64	32,500.00	(749.98)
5095 · Penalties and Fines	0.00	6.04			6.04
5100 · Postage	417.98	1,806.01	2,317.28	3,500.00	(511.27)
5110 · Professional Fees	8,335.05	55,639.79	53,333.28	80,000.00	2,306.51
5120 · Property Taxes	0.00	0.00	50.00	50.00	(50.00)
5125 · Repairs and Maintenance	0.00	1,586.07	500.00	500.00	1,086.07
5130 · Rents	835.00	5,845.00	6,680.00	10,020.00	(835.00)
5135 · Retirement	755.61	6,390.60	6,126.72	9,190.00	263.88

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
February 2022

	Current Month Feb. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5137 · Supplies	86.78	1,175.38	800.00	1,200.00	375.38
5140 · Telephone	824.32	6,847.35	8,333.28	12,500.00	(1,485.93)
5145 · Tools	86.20	1,447.93	1,333.28	2,000.00	114.65
5150 · Travel and Meetings	0.00	1,111.95	1,000.00	1,000.00	111.95
5155 · Utilities	233.16	1,796.86	2,333.28	3,500.00	(536.42)
5160 · Wages					
5165 · Wages - Overtime	261.00	3,796.50	2,766.72	4,300.00	1,029.78
5160 · Wages - Other	12,226.99	108,642.28	119,301.28	178,952.00	(10,659.00)
Total 5160 · Wages	12,487.99	112,438.78	122,068.00	183,252.00	(9,629.22)
5170 · Vacation Accrual Adjustment	0.00	0.00	0.00	6,000.00	0.00
Total Administrative and General	39,383.60	330,976.19	339,718.18	518,277.00	(8,741.99)
Sewage Collection					
6010 · Fuel	459.91	2,719.66	2,666.64	4,000.00	53.02
6030 · Repairs and Maintenance	0.00	4,795.95	10,000.00	15,000.00	(5,204.05)
6040 · Supplies	0.00	0.00	1,333.36	2,000.00	(1,333.36)
6050 · Utilities	292.09	2,546.39	3,000.00	4,500.00	(453.61)
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	2,784.00	26,055.00	4,320.00	6,480.00	21,735.00
6060 · Wages - Other	4,932.45	25,427.35	21,500.00	32,250.00	3,927.35
Total 6060 · Wages	7,716.45	51,482.35	25,820.00	38,730.00	25,662.35
Total Sewage Collection	8,468.45	61,544.35	42,820.00	64,230.00	18,724.35
Sewage Treatment					
6075 · Fuel	459.91	2,719.66	2,666.64	4,000.00	53.02
6080 · Monitoring	686.93	3,511.43	4,666.64	7,000.00	(1,155.21)
6100 · Repairs and Maintenance	40.19	692.35	10,000.00	15,000.00	(9,307.65)
6110 · Supplies	0.00	3,916.69	4,000.00	6,000.00	(83.31)
6120 · Utilities	1,312.68	7,047.90	6,666.64	10,000.00	381.26
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmen	0.00	875.00	1,466.64	2,200.00	(591.64)
6130 · Wages - Other	3,577.60	35,388.83	23,413.36	35,120.00	11,975.47
Total 6130 · Wages	3,577.60	36,263.83	24,880.00	37,320.00	11,383.83
Total Sewage Treatment	6,077.31	54,151.86	52,879.92	79,320.00	1,271.94
Water Trans and Distribution					
7075 · Fuel	459.91	2,719.66	2,666.64	4,000.00	53.02
7090 · Repairs and Maintenance	3,158.13	10,864.98	20,000.00	30,000.00	(9,135.02)
7100 · Supplies	0.00	1,039.01	3,333.36	5,000.00	(2,294.35)
7110 · Utilities	665.82	5,559.75	7,333.36	11,000.00	(1,773.61)
7120 · Wages					
7125 · Wages - Overtime Water Trans &	96.00	1,737.00	5,333.36	8,000.00	(3,596.36)
7120 · Wages - Other	3,758.65	25,725.53	28,322.00	42,483.00	(2,596.47)
Total 7120 · Wages	3,854.65	27,462.53	33,655.36	50,483.00	(6,192.83)
Total Water Trans and Distribution	8,138.51	47,645.93	66,988.72	100,483.00	(19,342.79)
Water Treatment					
7020 · Fuel	459.91	2,719.73	2,666.64	4,000.00	53.09
7010 · Monitoring	251.93	6,977.98	3,000.00	4,500.00	3,977.98
7030 · Repairs and Maintenance	2.68	5,680.99	9,666.64	14,500.00	(3,985.65)

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
February 2022

	Current Month Feb. 2022	YTD Actual	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7040 · Supplies	0.00	8,831.73	8,000.00	12,000.00	831.73
7050 · Utilities	3,885.87	33,899.70	33,333.36	50,000.00	566.34
7060 · Wages					
7065 · Wages - Overtime Water Treatmen	0.00	2,423.00	5,333.36	8,000.00	(2,910.36)
7060 · Wages - Other	2,947.31	23,125.49	28,183.36	42,275.00	(5,057.87)
Total 7060 · Wages	2,947.31	25,548.49	33,516.72	50,275.00	(7,968.23)
Total Water Treatment	7,547.70	83,658.62	90,183.36	135,275.00	(6,524.74)
Total Expense	69,615.57	577,976.95	592,590.18	897,585.00	(14,613.23)
Net Ordinary Income	14,422.23	166,938.75	144,773.59	251,580.00	22,165.16
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	14,966.37	12,750.00	25,500.00	2,216.37
8020 · Unsecured	0.00	862.11	950.00	1,900.00	(87.89)
8025 · Prior Years	0.00	54.53	5.00	10.00	49.53
8030 · Supplemental - Current	0.00	134.76	125.00	250.00	9.76
8035 · Supplemental - Prior Years	0.00	0.00	25.00	50.00	(25.00)
Total Property Tax Revenue	0.00	16,017.77	13,855.00	27,710.00	2,162.77
8053 · Water Capital Grant Income	0.00	2,547.46			2,547.46
8060 · Interest Income	1.64	9.52	3,000.00	4,500.00	(2,990.48)
8070 · Other Non-Operating Revenue	0.00	13,323.13	916.64	1,500.00	12,406.49
9030 · Homeowners' Tax Relief	0.00	147.33	155.00	310.00	(7.67)
Total Other Income	1.64	32,045.21	17,926.64	34,020.00	14,118.57
Other Expense					
9010 · Other Expenses	37.50	2,902.75	2,666.72	4,000.00	236.03
9040 · Depreciation	35,039.16	280,313.28	280,314.68	420,472.00	(1.40)
9050 · Interest Expense	136.60	2,788.89	2,780.00	3,270.00	8.89
Total Other Expense	35,213.26	286,004.92	285,761.40	427,742.00	243.52
Net Other Income	(35,211.62)	(253,959.71)	(267,834.76)	(393,722.00)	13,875.05
Net Income	(20,789.39)	(87,020.96)	(123,061.17)	(142,142.00)	36,040.21

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 March 2022

Date	Num	Memo	Amount
101 Netlink			
03/14/2022	11437		-250.00
Total 101 Netlink			-250.00
Anderson, Lucas, Somerville & Borges			
03/14/2022	11438		-1,500.00
Total Anderson, Lucas, Somerville & Borges			-1,500.00
Blue Star Gas			
03/01/2022	11417		-84.42
03/23/2022	11456		-84.42
Total Blue Star Gas			-168.84
Brian Miller			
03/22/2022	11453		-299.31
Total Brian Miller			-299.31
Capital Bank & Trust			
03/03/2022	EFT	557880519	-866.07
03/03/2022	EFT	025158148	-364.62
03/17/2022	EFT	557880519	-867.33
03/17/2022	EFT	025158148	-369.03
Total Capital Bank & Trust			-2,467.05
Clear Rate Communications			
03/17/2022	11447		-335.69
Total Clear Rate Communications			-335.69
CUMMINS PACIFIC LLC.			
03/10/2022	11435		-1,267.14
Total CUMMINS PACIFIC LLC.			-1,267.14
Daniel Thomas			
03/30/2022	11463		-100.00
Total Daniel Thomas			-100.00
Dazey's Building Center			
03/22/2022	11452		-272.77
Total Dazey's Building Center			-272.77
Doug Bryan			
03/30/2022	11464		-150.00
Total Doug Bryan			-150.00
EDD			
03/03/2022	EFT	499-0538-3	-25.87
03/03/2022	EFT	499-0538-3	-816.43
03/17/2022	EFT	499-0538-3	-12.54
03/17/2022	EFT	499-0538-3	-837.75
Total EDD			-1,692.59
Emerald Technologies			
03/31/2022	11467		-141.80
Total Emerald Technologies			-141.80
Fluentstream Tech			
03/17/2022	11448		-117.43
Total Fluentstream Tech			-117.43

GARBERVILLE SANITARY DISTRICT Check Register Report for Board

March 2022

Date	Num	Memo	Amount
Frontier Communications			
03/07/2022	11425		-116.30
Total Frontier Communications			-116.30
HughesNet			
03/13/2022	DBT		-104.29
Total HughesNet			-104.29
IRS			
03/03/2022	EFT	68-0296323	-3,585.56
03/17/2022	EFT	68-0296323	-3,647.30
Total IRS			-7,232.86
Jennie Short			
03/17/2022	11423		-3,682.50
Total Jennie Short			-3,682.50
Julie Lyon			
03/30/2022	11465		-150.00
Total Julie Lyon			-150.00
Lori Ruiz			
03/07/2022	11426		-100.00
03/23/2022	11457		-100.00
Total Lori Ruiz			-200.00
NAPA			
03/07/2022	11427		-487.09
03/10/2022	11436		-160.55
Total NAPA			-647.64
NCUAQMD			
03/17/2022	DBT		-40.00
Total NCUAQMD			-40.00
North Coast Laboratories Ltd.			
03/07/2022	11428		-560.00
03/22/2022	11454		-807.00
Total North Coast Laboratories Ltd.			-1,367.00
PACE Supply			
03/15/2022	11441		-1,739.47
Total PACE Supply			-1,739.47
PG&E			
03/14/2022	11409		-6,791.45
Total PG&E			-6,791.45
R. Anderson			
03/30/2022	11466		-100.00
Total R. Anderson			-100.00
Ralph Emerson			
03/07/2022	11429		-50.00
03/23/2022	11458		-50.00
Total Ralph Emerson			-100.00

GARBERVILLE SANITARY DISTRICT Check Register Report for Board

March 2022

Date	Num	Memo	Amount
Rays Food Place			
03/10/2022	DBT		-24.84
Total Rays Food Place			-24.84
Recology Humboldt County			
03/07/2022	11430		-12.00
03/25/2022	11459		-12.00
Total Recology Humboldt County			-24.00
Redwood Merchant Services			
03/15/2022	11528		-90.60
03/31/2022			-330.40
Total Redwood Merchant Services			-421.00
RENNER			
03/10/2022	DBT		-853.62
Total RENNER			-853.62
Rural Community Assistance Prog - Backhoe			
03/01/2022	DBT		-1,798.25
Total Rural Community Assistance Prog - Backhoe			-1,798.25
SDRMA			
03/09/2022	11434		-340.24
03/09/2022	11408		-3,553.50
03/29/2022	11461		-340.24
Total SDRMA			-4,233.98
Sentry III Center			
03/08/2022	11433		-835.00
03/29/2022	11462		-835.00
Total Sentry III Center			-1,670.00
Streamline Inc			
03/14/2022	11439		-100.00
Total Streamline Inc			-100.00
SWRCB			
03/01/2022	11415		-1,200.76
Total SWRCB			-1,200.76
SWRCB DFA Arrearages Program			
03/17/2022	11449		-1,040.11
Total SWRCB DFA Arrearages Program			-1,040.11
The Mitchell Law Firm, LLP			
03/17/2022	11450		-648.00
Total The Mitchell Law Firm, LLP			-648.00
Umpqua Bank			
03/14/2022	11529		-139.36
Total Umpqua Bank			-139.36
US Cellular			
03/07/2022	11431		-204.60
03/31/2022	11468		-204.60
Total US Cellular			-409.20

GARBERVILLE SANITARY DISTRICT
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Date	Num	Memo	Amount
USABUEBOOK			
03/07/2022	11432		-39.82
Total USABUEBOOK			-39.82
Van Meter Construction			
03/21/2022	11451		-1,660.00
Total Van Meter Construction			-1,660.00
Wahlund Construction, Inc.			
03/29/2022	11424		-13,800.00
Total Wahlund Construction, Inc.			-13,800.00
Wyatt & Whitchurch, E.A. Inc.			
03/14/2022	11440		-635.00
Total Wyatt & Whitchurch, E.A. Inc.			-635.00
WYCKOFF'S Inc			
03/01/2022	11416		-28.41
03/25/2022	11460		-49.41
Total WYCKOFF'S Inc			-77.82
Arreguin, Daniel J			
03/03/2022	11418		-3,072.78
03/17/2022	11442		-3,207.94
Total Arreguin, Daniel J			-6,280.72
Emerson, Ralph K			
03/03/2022	11419		-2,916.85
03/17/2022	11443		-2,916.86
Total Emerson, Ralph K			-5,833.71
Miller, Brian A			
03/03/2022	11420		-2,100.56
03/17/2022	11444		-2,077.15
Total Miller, Brian A			-4,177.71
Nieto, Mary			
03/03/2022	11421		-1,473.62
03/17/2022	11445		-1,594.60
Total Nieto, Mary			-3,068.22
Ruiz, Ricardo			
03/03/2022	11422		-481.79
03/17/2022	11446		-233.60
Total Ruiz, Ricardo			-715.39
TOTAL			-79,885.64

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 February 2022

Date	Num	Memo	Amount
101 Netlink			
02/17/2022	11410		-250.00
Total 101 Netlink			-250.00
Amazon.com			
02/07/2022	DBT		-175.80
02/17/2022	DBT		-23.65
Total Amazon.com			-199.45
Anderson, Lucas, Somerville & Borges			
02/16/2022	11400		-5,500.00
Total Anderson, Lucas, Somerville & Borges			-5,500.00
Capital Bank & Trust			
02/03/2022	EFT	557880519	-909.05
02/03/2022	EFT	025158148	-387.30
02/17/2022	EFT	025158148	-368.31
02/17/2022	EFT	557880519	-895.31
Total Capital Bank & Trust			-2,559.97
Clear Rate Communications			
02/18/2022	11413		-335.69
Total Clear Rate Communications			-335.69
Dazey's Building Center			
02/18/2022	11412		-462.44
Total Dazey's Building Center			-462.44
EDD			
02/03/2022	EFT	499-0538-3	-143.23
02/03/2022	EFT	499-0538-3	-908.41
02/17/2022	EFT	499-0538-3	-850.76
02/17/2022	EFT	499-0538-3	-43.51
Total EDD			-1,945.91
Emerald Technologies			
02/03/2022	11391		-72.00
Total Emerald Technologies			-72.00
Fluentstream Tech			
02/07/2022	11395		-117.73
Total Fluentstream Tech			-117.73
Frontier Communications			
02/03/2022	11393		-115.65
Total Frontier Communications			-115.65
HughesNet			
02/14/2022	DBT		-104.29
Total HughesNet			-104.29
IRS			
02/03/2022	EFT	68-0296323	-3,972.44
02/17/2022	EFT	68-0296323	-3,700.86
Total IRS			-7,673.30
Jamie Corsetti, CPA, Inc			
02/15/2022	11397		-812.50
Total Jamie Corsetti, CPA, Inc			-812.50
NALCO			
02/08/2022	11375		-2,387.18
Total NALCO			-2,387.18
NAPA			
02/07/2022	11396		-17.77
Total NAPA			-17.77
North Coast Laboratories Ltd.			
02/07/2022	11394		-980.00
Total North Coast Laboratories Ltd.			-980.00
PG&E			
02/16/2022	11401		-6,107.66
Total PG&E			-6,107.66
Pitney Bowes Purchase Power			
02/16/2022	11402		-417.98
Total Pitney Bowes Purchase Power			-417.98
Recology Humboldt County			
02/17/2022	11411		-27.15
Total Recology Humboldt County			-27.15
Redwood Merchant Services			
02/04/2022	11491		-157.47
02/28/2022			-117.31
Total Redwood Merchant Services			-274.78
RENNER			
02/10/2022	DBT		-1,839.64
Total RENNER			-1,839.64
Rural Community Assistance Prog - Backhoe			
02/01/2022	DBT		-1,798.25
Total Rural Community Assistance Prog - Backhoe			-1,798.25

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 February 2022

Date	Num	Memo	Amount
SDRMA			
02/08/2022	11376		-3,553.50
Total SDRMA			-3,553.50
Sentry III Center			
02/03/2022	11392		-835.00
Total Sentry III Center			-835.00
Streamline Inc			
02/18/2022	11414		-100.00
Total Streamline Inc			-100.00
The Mitchell Law Firm, LLP			
02/15/2022	11398		-186.00
Total The Mitchell Law Firm, LLP			-186.00
Umpqua Bank			
02/15/2022	11492		-183.34
Total Umpqua Bank			-183.34
US Cellular			
02/01/2022	11385		-207.37
Total US Cellular			-207.37
Wyatt & Whitchurch, E.A. Inc.			
02/15/2022	11399		-1,805.00
Total Wyatt & Whitchurch, E.A. Inc.			-1,805.00
Arreguin, Daniel J			
02/03/2022	11386		-3,399.83
02/17/2022	11403		-2,903.72
Total Arreguin, Daniel J			-6,303.55
Emerson, Ralph K			
02/03/2022	11387		-2,916.85
02/17/2022	11404		-2,916.86
Total Emerson, Ralph K			-5,833.71
Miller, Brian A			
02/03/2022	11388		-2,252.48
02/17/2022	11405		-2,291.53
Total Miller, Brian A			-4,544.01
Nieto, Mary			
02/03/2022	11389		-1,662.03
02/17/2022	11406		-1,611.46
Total Nieto, Mary			-3,273.49
Ruiz, Ricardo			
02/03/2022	11390		-650.01
02/17/2022	11407		-335.81
Total Ruiz, Ricardo			-985.82
TOTAL			-61,810.13

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

**Date of Meeting: March 22, 2022
5:00 p.m. – Open Public Session**

I. REGULAR MEETING CALLED TO ORDER

Doug Bryan called the meeting to order at 5:03 p.m.

II. ESTABLISHMENT OF QUORUM

Rio Anderson-Present
Doug Bryan- Present
Julie Lyon- Present
Dan Thomas- Present

III. APPROVAL OF AGENDA

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

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

V. OPEN SESSION

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

Meeting Attendance:

Lisa Music
Kristen Vogel

**VII. ANNOUNCEMENTS AND COMMUNICATIONS
REPORTS AND PRESENTATIONS**

Operations Staff- 0

Office Staff- 0

Board Members- 0

Correspondence- 0

General Manager—Ralph Emerson

No additional comments were made by Ralph Emerson.

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve Financials Date January 2022 - pg. 5-17

A.2 Approve February 22nd, 2022 Regular Meeting Minutes - pg. 18-20

A.3 Operations Safety Report- pg. 21

Motion: Rio Anderson Second: Dan Thomas Vote: 4-0

B. GENERAL BUSINESS – Action items

- B.1 Update on SHCP Request for Potable Water
(discussion-possible action) Jennie

The District received notice from the administrative hearings office that they were extending their deadline by 30 days.

- B.2 Projects—Authorization to Enter Contract and approve Agreements pg. 25
(action requested) Jennie
Motion: Julie Lyon Second: Rio Anderson Vote: 4-0

Resolution 22-005 Motion: Julie Lyon Second: Rio Anderson Roll Call Vote: 4-0

- B.3 Water Capacity Update
(discussion-possible action) Jennie
Post Pone until April 2022 Board Meeting.

- B.4 Resolution #22-003 for Authorized Signatures pg. 26-29
(discussion-possible action) Resolution #22-003
Motion: Dan Thomas Second: Rio Anderson Roll Call Vote: 4-0

Account #991328097 has been closed and needs to be removed from the Resolution 22-003. Resolution 22-003 was approved with the changes made at the meeting.

- B.5 Connick Creek/Customer Water Use Contract pg. 30-43
(discussion-possible action)

The District serves Connick Creek potable water, but is not responsible for the waterline. The District only can walk the waterline but not make any repairs. If the master meter overage goes unpaid, all customers in Connick Creek will have their water turned off.

- B.6 Vacuum Trailer
(discussion-possible action)

Bring back. More research needs to be done on the price between a used Vac trailer and a new Vac trailer.

C. POLICY REVISION / ADOPTION

- C.1 Connection Fees. Sec 4.4a pg. 44-50
(discussion-possible action) 3rd reading – Resolution #22-004
Motion: Rio Anderson Second: Julie Lyon Roll Call Vote: 4-0

- C.2 Fire Flow and Installation Requirements Sec 3a pg. 51-53
(discussion-possible action) 2nd reading

Bring back with edits and a Resolution.

IX. CLOSED SESSION

No Items for Closed Session

X. RETURN TO OPEN SESSION

Nothing to report

XI. ITEMS FOR NEXT BOARD MEETING

1. Carpet for office
2. Vacuum Trailer
3. Water Ordinance-Sec 14.5 Drought Plan-Enforcement
4. Board Policy
- 5.

XII. ADJOURNMENT

The meeting ended at 6:13 p.m.

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

There will be a Special meeting held by the Garberville Sanitary District Board of Directors

Call In---(916)588-9668 Conference Room—2451# Password---1234#

SPECIAL MEETING

Date of Special Meeting: May 3, 2022
5:00 p.m. – Open Public Session

I. SPECIAL MEETING CALLED TO ORDER

Doug called the meeting to order at 5:03 p.m.

II. ESTABLISHMENT OF QUORUM

Rio Anderson- Joined meeting via teleconference at 5:09 p.m.
Doug Bryan- Present
Julie Lyon- Present
Dan Thomas- Present

III. APPROVAL OF AGENDA -

Motion: Julie Lyon Second: Dan Thomas Vote: 3-0

IV. OPEN SESSION

Meeting Attendance:

Ed Voice-Phone
Ralph Emerson-Phone
Lisa Music- In person
Jennie Short- Phone
Kristen Vogal- Phone

V. SPECIAL AGENDA ITEM

Purchase Ditch Witch, Vacuum Trailer
(discussion—action requested) Resolution #22-006

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

The District has been paying other contractors to rent this piece of equipment for our projects and emergencies.
The staff explained how this new Vac trailer will pay for itself. The loan is a 3 year term at 4.83% APR.

VI. ADJOURNMENT

The meeting ended at 5:22 p.m.

HEAT ILLNESS PREVENTION

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

HEAT RASH

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

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

HEAT CRAMPS

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

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



HEAT EXHAUSTION

The body becomes overly stressed with symptoms such as:

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

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

HEAT STROKE

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

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

What to do

CALL 911 IMMEDIATELY

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

How can you prevent heat illness?

DRINK WATER

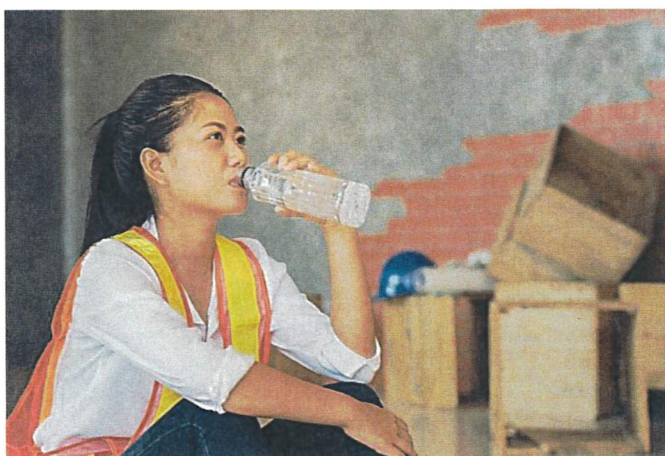
The most important thing you can do to prevent heat illness is drink plenty of water!!! The key is to drink water throughout your shift, even when you don't feel thirsty. When working in temperatures of 80° or more, Cal/OSHA requires employers to have one quart of water (4 cups) per hour available for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

ACCLIMATE

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

TAKE RECOVERY BREAKS IN THE SHADE

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



ADDITIONAL PREVENTION CONSIDERATIONS

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

Additional Resources:

- SDRMA Model Heat Illness Prevention Program Template
- Heat Illness Prevention on-line training course through Vector Solutions
- Cal/OSHA [§3395](#), Heat Illness Prevention Regulation
- Cal/OSHA [Heat Illness Prevention Resources](#)

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



GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM

Meeting Date: May 24, 2022
To: Garberville Sanitary District Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: Draft FY 2022/23 Budget

GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

Attached is a draft of the proposed fiscal year 2022/23 budget for the District. Staff has made several iterations of this budget. It was then presented to the budget committee for review and comment. The budget committee's recommended changes have been incorporated, and the estimates have been updated based upon additional information received since the budget committee meetings.

Primary changes from last year that need explanation are in the following areas:

- 1) Increase in supplies, utilities and fuel
- 2) increase in water and sewer revenue
- 3) increase in payroll expenses
- 4) increase in insurance costs
- 5) decrease in loan payment totals
- 6) smaller fixed assets that need replacement
- 7) Robertson, Wallan, and Hurlbutt Tank Replacement Project Planning Phase

1.) The proposed budget includes a 30% increase in water and sewer treatment supplies because our chemical costs have steadily gone up this year and we anticipate that this will continue next year. The budget also includes a 25% increase for fuel and utilities. This results in a net increase of \$ 64,675.00 over last year's budget.

2.) The GSD Board adopted the five-year incremental rate structure on the next page in Attachment 1 of Resolution 20-007. A scheduled rate increase (highlighted in yellow) effective July 1, 2022 is included. The revenues projected for the 2022-23 fiscal year are based upon the rate increase in Tables 1, 2 and 3 being implemented which results in an increase of \$118,335.00.

As part of last year's budget adoption, the Board chose NOT to increase the rate for the Tier 3 residential consumption and left Tier 3 at its current rate of \$11.00 per unit. The attached budget assumes that the full increase for Tier 3 to \$12 per unit will be implemented by the Board as part of this year's budget adoption.

Table 1. Amended Residential Water Rates

Description	RATE PER MONTH STARTING				
	June 2020	July 2021	July 2022	July 2023	July 2024
Base Rate - all meter sizes (\$/mo.)	65.00	70.00	75.00	79.00	79.00
Upper Zone Surcharge -Meadows (\$/mo.)	8.00	9.50	11.00	12.00	12.00
Consumption Charges:					
Residential Tier 1: 0-8 units (\$/hcf)	1.00	1.75	2.50	3.00	3.00
Residential Tier 2: 9-20 units (\$/hcf)	3.00	3.75	4.50	5.00	5.00
Residential Tier 3: 21 + units (\$/hcf)	11.00	11.50	12.00	13.00	13.00
Upper Zone Variable Surcharge (\$/hcf)	1.00	1.00	1.00	1.00	1.00

Table 2. Amended Commercial and Multifamily Water Rates

Description	RATE PER MONTH STARTING				
	June 2020	July 2021	July 2022	July 2023	July 2024
Base Rate (\$/mo.)					
Tier 1 - 0-8 units annual average	65.00	70.00	75.00	79.00	79.00
Tier 2 - 9-40 units annual average	120.00	130.00	140.00	150.00	150.00
Tier 3 - 41 + units annual average	240.00	260.00	280.00	300.00	300.00
Upper Zone Surcharge -Meadows (\$/mo.)	8.00	9.50	11.00	12.00	12.00
Consumption Charges					
Commercial Tier 1: 0-40 units (\$/hcf)	3.00	3.75	4.50	5.00	5.00
Commercial Tier 2: 41 + units (\$/hcf)	2.75	3.25	3.75	4.25	4.25
Upper Zone Variable Surcharge (\$/hcf)	1.00	1.00	1.00	1.00	1.00

Table 3. Amended Residential and Commercial Sewer Rates

Description	RATE PER MONTH STARTING				
	June 2020	July 2021	July 2022	July 2023	July 2024
Base Rate - per ERU (\$/mo.)	42.00	45.00	48.00	51.00	53.00
Residential and Commercial Consumption (\$/hcf) X consumption strength multiplier SFR CSM = 1.0	2.50	3.00	4.00	5.00	5.50

3.) Payroll expenses include wages, taxes, worker’s compensation insurance, and benefits such as health and dental insurance, retirement, and vacation. The total for this year’s proposed budget is \$16,518.58 more than last year’s budget.

4.) Each year we experience increases in costs for the various insurances that we have to possess. These include worker’s compensation, health/dental/vision, property, pollution, cyber, General liability, errors & omissions, employee and public officials’ dishonesty, auto liability, comprehensive and collision, and mobile equipment/trailer coverage. These are in four policies. Two policies we pay for on an annual basis due July 1 and the other two we pay for monthly, one month in advance. The total for all four policies in 2021-22 was \$96,250 and for 2022-23 will be \$101,260 which is an \$5,010 increase. .

5.) The total loan payments for the 2022-23 fiscal year are \$18,582.05 more than 2021-22 mainly due to the purchase of the vac trailer. We only have fifteen more months of payments on the backhoe and on the 20-year sewer loan for IP-2000 project. This will free up a significant amount of funds for use on other CIP or asset acquisition/replacement projects.

6.) The expenditure for small fixed assets planned to be paid for directly “out of pocket” this year are:

Description of fixed asset	Amount
Unspecified	\$10,000
WWTP Flow Meters/Reprogram	7,500
Rebuild a Finished Water Pump at the SWTP	7,500
Fencing and Shelter for Raw Water Intake Generator & Controls	20,000
Purchase the first of two replacement Raw Water Intake Pumps	70,000
Total	\$ 115,000

7.) Capital Improvement Projects for this year: In addition to undertaking the planning phase of the three tank replacement projects, we will also begin the process for the dealing with the sewerline aerial at Meredith Lane and keep working towards obtaining funding for the Meadows aerial waterline project. The budget shows a net cash expenditure of \$38,000 after reimbursements from the State.

We executed a funding agreement with SWRCB for state revolving funds to complete surveying, geotechnical, design, CEQA/NEPA, permitting and preparation of biddable plans and specifications for replacement of these three old tanks. The funding is in the amount of \$325,000 as 100% grant through Proposition 86, which is better than what we estimated (i.e., 90% grant 10% loan). The scope of work associated with this planning project is estimated to be more than the \$325,000 and so once the Preliminary Engineering Report is completed, a request for an increase in planning grant funds will be prepared for the State’s review and approval.

The grant program is a reimbursement program which means that the District will incur all the expenses and then SWRCB DFA will review eligibility of the expenses and eventually reimburse us. The difficulty with this is that it can take 6 - 12 months, or sometimes even more, to elapse between the date the District pays the expense and when they receive the reimbursement. This results in hundreds of thousands of dollars being utilized from the reserve account during the delay. These funds are put back when the reimbursement is received, but the Board should be prepared for the reserve fund balance to drop below the \$700,000 target balance at least for a period of time during the upcoming year(s) while we proceed with this project.

At the meeting a detailed verbal and Power Point presentation of the information contained in the budget reports will be made.

RECOMENDATIONS

1. Adopt the FY 2022-23 Budget
2. Confirm the implementation of the FY22/23 rate increase as shown in tables 1, 2 and 3

ATTACHMENTS

1. Combined Revenue and Expense Report with Cash Flow Budget - FY 2021/22 Projections and FY 2022/23 Proposed Budget
2. Fiscal Year 2022/23 Payroll Projection for Initial Budget
3. Summary of Loan Payments for FY 22/23 and 21/22

GARBERVILLE SANITARY DISTRICT
Combined Revenue Expense Report with Cash Flow
Budget Review Prior to Adoption
 July 1, 2022 through June 30, 2023

Description	YTD Actual		Projected Year End FY2021/22	Annual Budget vs. Projected	w/ Adopted Rate Increase	Proposed FY2022/23 Budget	Δ 21/22 Budget vs. 22/23 Budget
	Feb 2022	Annual Budget					
Income							
Operating Income							
Water Charges							
4100 · Residential	216,886.90	374,000.00	325,000.00	(49,000.00)		360,000.00	(14,000.00)
4110 · Commercial	205,419.50	281,000.00	312,000.00	31,000.00		345,000.00	64,000.00
Total Water Charges	422,306.40	655,000.00	637,000.00	(18,000.00)		705,000.00	50,000.00
4200 · Sewer Charges	302,684.30	463,165.00	460,000.00	(3,165.00)		520,000.00	56,835.00
4300 · Connection Fees	8,000.00	24,000.00	8,000.00	(16,000.00)		24,000.00	0.00
4650 · Late Charges	10,185.00	4,000.00	15,000.00	11,000.00		12,000.00	8,000.00
4700 · Other Operating Revenue	1,740.00	3,000.00	3,000.00	0.00		3,000.00	0.00
Total Operating Income	744,915.70	1,149,165.00	1,123,000.00	(26,165.00)		1,264,000.00	114,835.00
Other Income							
Property Tax Revenue							
8010 · Secured	14,966.37	25,500.00	25,500.00	0.00		25,500.00	0.00
8020 · Unsecured	862.11	1,900.00	1,900.00	0.00		1,900.00	0.00
8025 · Prior Years	54.53	10.00	10.00	0.00		10.00	0.00
8030 · Supplemental - Current	134.76	250.00	250.00	0.00		250.00	0.00
8035 · Supplemental - Prior Years	0.00	50.00	50.00	0.00		50.00	0.00
Total Property Tax Revenue	16,017.77	27,710.00	27,710.00	0.00		27,710.00	0.00
8060 · Interest Income	9.52	4,500.00	4,500.00	0.00		4,500.00	0.00
8053 - Water Grant Income	2,547.46		536.11	536.11		0.00	0.00
8070 · Other Non-Operating Revenue	13,323.13	1,500.00	15,000.00	13,500.00		5,000.00	3,500.00
9030 · Homeowners' Tax Relief	147.33	310.00	310.00	0.00		310.00	0.00
Total Other Income	32,045.21	34,020.00	48,056.11	14,036.11		37,520.00	3,500.00
TOTAL INCOME	776,960.91	1,183,185.00	1,171,056.11	(12,128.89)		1,301,520.00	118,335.00
Back out Connection Fee Income	(8,000.00)	(24,000.00)	(8,000.00)	16,000.00		(24,000.00)	
Total Income Excluding Connection Fees	768,960.91	1,159,185.00	1,163,056.11	3,871.11		1,277,520.00	118,335.00

05/18/2022

GARBERVILLE SANITARY DISTRICT
Combined Revenue Expense Report with Cash Flow
Budget Review Prior to Adoption
 July 1, 2022 through June 30, 2023

Description	YTD Actual		Projected Year End FY2021/22	Annual Budget vs. Projected	w/ Adopted Rate Increase	Proposed FY2022/23 Budget	Δ 21/22 Budget vs. 22/23 Budget
	Feb 2022	Annual Budget			05/18/2022		
Expenses							
Payroll Related Expenses							
Wages							
5160 · Wages - Admin	108,642.28	178,952.00	163,000.00	(15,952.00)		376,900.00	
5165 · Wages - Admin OT	3,796.50	4,300.00	5,700.00	1,400.00			
6060 · Wages - Sewer Collection	25,427.35	32,250.00	38,000.00	5,750.00			
6065 · Wages - Overtime Sewer Collecti	26,055.00	6,480.00	39,000.00	32,520.00			
6130 · Wages - Sewer Treatment	35,388.83	35,120.00	53,000.00	17,880.00			
6135 · Wages - Overtime Sewer Treatmen	875.00	2,200.00	1,500.00	(700.00)			
7060 · Wages - Water Treatment	23,125.49	42,275.00	35,000.00	(7,275.00)			
7065 · Wages - Overtime Water Treatmen	2,423.00	8,000.00	3,700.00	(4,300.00)			
7120 · Wages - Water Trans & Distribution	25,725.53	42,483.00	40,000.00	(2,483.00)			
7125 · Wages - Overtime Water Trans &	1,737.00	8,000.00	2,600.00	(5,400.00)			
Total Wages	253,195.98	360,060.00	381,500.00	21,440.00		376,900.00	16,840.00
Other Payroll							
5050 · Workers' Comp	7,616.43	10,665.00	11,000.00	335.00		7,043.58	(3,621.42)
5055 · Health Insurance	30,574.02	46,850.00	46,850.00	0.00		48,650.00	
5055.1 · Health - Employee Portion	(5,969.92)	(9,250.00)	(9,000.00)	250.00		(9,250.00)	0.00
5090 · Payroll Taxes	20,916.66	32,500.00	32,500.00	0.00		33,900.00	1,400.00
5135 · Retirement	6,390.60	9,190.00	9,700.00	510.00		9,290.00	100.00
5170 · Vacation Accrual Adjustment	0.00	6,000.00	6,000.00	0.00		6,000.00	0.00
Total Payroll Related Expenses	312,723.77	456,015.00	478,550.00	22,535.00		472,533.58	16,518.58
Administrative and General							
5000 · Advertising	0.00	300.00	300.00	0.00		300.00	0.00
5005 · Bad Debts	3,659.89	10,000.00	8,000.00	(2,000.00)		5,000.00	(5,000.00)
5010 · Bank Charges	1,260.36	2,000.00	2,000.00	0.00		2,000.00	0.00
5012 · Merchant Account Fees	2,891.24	3,300.00	4,000.00	700.00		4,000.00	700.00
5020 · Directors Fees	1,150.00	2,000.00	2,300.00	300.00		2,000.00	0.00
5025 · Discount Program	1,365.00	3,600.00	2,500.00	(1,100.00)		3,600.00	0.00
5030 · Dues and Memberships	5,352.14	4,500.00	6,000.00	1,500.00		5,410.00	910.00

GARBERVILLE SANITARY DISTRICT
Combined Revenue Expense Report with Cash Flow
Budget Review Prior to Adoption
 July 1, 2022 through June 30, 2023

Description	YTD Actual		Projected Year End FY2021/22	Annual Budget vs. Projected	w/ Adopted Rate Increase	Proposed FY2022/23 Budget	Δ 21/22 Budget vs. 22/23 Budget
	Feb 2022	Annual Budget			05/18/2022		
5035 · Education and Training	705.36	3,000.00	1,500.00	(1,500.00)	3,000.00	3,000.00	0.00
5036 · Education and Training - B.O.D.	0.00	300.00	300.00	0.00	300.00	300.00	0.00
5040 · Liability Insurance	32,132.43	48,000.00	48,000.00	0.00	54,817.00	54,817.00	6,817.00
5060 · Licenses, Permits, and Fees	20,601.01	25,600.00	29,000.00	3,400.00	31,535.00	31,535.00	5,935.00
5065 · Auto	1,655.71	2,500.00	1,500.00	(1,000.00)	2,500.00	2,500.00	0.00
5070 · Miscellaneous	0.00	100.00	100.00	0.00	100.00	100.00	0.00
5080 · Office Expense	5,595.53	8,000.00	8,000.00	0.00	8,000.00	8,000.00	0.00
5085 · Outside Services	5,378.57	11,600.00	9,000.00	(2,600.00)	9,020.00	9,020.00	(2,580.00)
5095 · Penalties and Fines	6.04	0.00	5.00	5.00	0.00	0.00	0.00
5100 · Postage	1,806.01	3,500.00	3,500.00	0.00	3,500.00	3,500.00	0.00
5110 · Professional Fees (WWA, 4Js, ALSB, RG, JC)	55,639.79	80,000.00	80,000.00	0.00	86,000.00	86,000.00	6,000.00
5120 · Property Taxes	0.00	50.00	50.00	0.00	50.00	50.00	0.00
5130 · Rents	5,845.00	10,020.00	10,020.00	0.00	10,020.00	10,020.00	0.00
5137 · Supplies	1,175.38	1,200.00	1,700.00	500.00	1,500.00	1,500.00	300.00
5140 · Telephone	6,847.35	12,500.00	11,000.00	(1,500.00)	11,260.00	11,260.00	(1,240.00)
5145 · Tools	1,447.93	2,000.00	2,000.00	0.00	2,000.00	2,000.00	0.00
5150 · Travel and Meetings	1,111.95	1,000.00	1,500.00	500.00	1,500.00	1,500.00	500.00
5155 · Utilities	1,796.86	3,500.00	3,000.00	(500.00)	4,375.00	4,375.00	875.00
Total Administrative and General	157,423.55	238,570.00	235,275.00	(3,295.00)	251,787.00	251,787.00	13,217.00
Operational Expenses							
Repair and Maintenance							
5125 · Repairs and Maintenance	1,586.07	500.00	2,000.00	1,500.00	2,000.00	2,000.00	1,500.00
6030 · Repairs and Maintenance - Sewage Collection	4,795.95	15,000.00	15,000.00	0.00	13,000.00	13,000.00	(2,000.00)
6100 · Repairs and Maintenance - Sewage Treatment	692.35	15,000.00	10,000.00	(5,000.00)	15,000.00	15,000.00	0.00
7030 · Repairs and Maintenance - Water Treatment	5,680.99	14,500.00	23,000.00	8,500.00	15,000.00	15,000.00	500.00
7090 · Repairs and Maintenance - Water Tran & Dist	10,864.98	30,000.00	25,000.00	(5,000.00)	30,000.00	30,000.00	0.00
6040 · Supplies-Sewage Collection	0.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00	0.00
6110 · Supplies-Sewage Treatment	3,916.69	6,000.00	7,000.00	1,000.00	7,800.00	7,800.00	1,800.00
7040 · Supplies-Water Treatment	8,831.73	12,000.00	13,000.00	1,000.00	15,600.00	15,600.00	3,600.00
7100 · Supplies-Water Trans	1,039.01	5,000.00	3,000.00	(2,000.00)	5,000.00	5,000.00	0.00
Total Repair and Maintenance	37,407.77	100,000.00	100,000.00	0.00	105,400.00	105,400.00	5,400.00

GARBERVILLE SANITARY DISTRICT
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	Feb 2022	Annual Budget			05/18/2022		
Other Operational Expenses							
6010 · Fuel	2,719.66	4,000.00	4,000.00	0.00		5,000.00	1,000.00
6075 · Fuel	2,719.66	4,000.00	4,000.00	0.00		5,000.00	1,000.00
7020 · Fuel	2,719.73	4,000.00	4,000.00	0.00		5,000.00	1,000.00
7075 · Fuel	2,719.66	4,000.00	4,000.00	0.00		5,000.00	1,000.00
6050 · Utilities - Collection	2,546.39	4,500.00	4,000.00	(500.00)		5,000.00	500.00
6120 · Utilities - WWTP	7,047.90	10,000.00	11,000.00	1,000.00		13,750.00	3,750.00
7050 · Utilities - SWTP	33,899.70	50,000.00	52,500.00	2,500.00		65,625.00	15,625.00
7110 · Utilities - Trans & Dist	5,559.75	11,000.00	10,000.00	(1,000.00)		12,500.00	1,500.00
6080 · Monitoring - WWTP	3,511.43	7,000.00	7,000.00	0.00		7,000.00	0.00
7010 · Monitoring - SWTP	6,977.98	4,500.00	8,000.00	3,500.00		8,000.00	3,500.00
Total Operational Expense	107,829.63	203,000.00	208,500.00	5,500.00		267,675.00	64,675.00
Other Expense							
9010 · Other Expenses	2,902.75	4,000.00	5,000.00	1,000.00		4,000.00	0.00
9040 · Depreciation	280,313.28	420,472.00	420,472.00	0.00		415,000.00	(5,472.00)
9050 · Interest Expense	2,788.89	3,270.00	3,270.00	0.00		4,830.51	1,560.51
Total Other Expense	286,004.92	427,742.00	428,742.00	1,000.00		423,830.51	(3,911.49)
Total Expenses	863,981.87	1,325,327.00	1,351,067.00	25,740.00		1,415,826.09	90,499.09
Net Income	(95,020.96)	(166,142.00)	(188,010.89)	(21,868.89)		(138,306.09)	27,835.91
Add back Depreciation	280,313.28	420,472.00	420,472.00	0.00		415,000.00	
Net Operational Income	185,292.32	254,330.00	232,461.11	(21,868.89)		276,693.91	22,363.91

GARBERVILLE SANITARY DISTRICT
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	Feb 2022	Annual Budget			05/18/2022		
Loan, AP and AR cash to be paid out from Net Operational Income							
Total AR and AP		0.00	0.00	0.00		0.00	
Loans							
2500 - SWRCB WWTP Principle Pmt (until 8/2023, 2%, \$428,907)	24,585.28	24,585.28	24,585.28	0.00		25,076.93	
2700 - SWRCB DWIP Principle Pmt (until 01/2046, 0%, \$1,379,471)	22,991.18	45,982.36	45,982.36	0.00		45,982.36	
2665 · RCAC Loan - #0998 Backhoe (until 9/1/23 , 5%, \$60,000)	9,785.33	19,817.92	19,817.92	0.00		20,831.84	
SWRCB Planning Phase Loans (5 yr, 0%)	0.00	6,500.00	0.00	(6,500.00)		0.00	
DitchWitch Loan - Vac Trailer (until 6/30/25, 4.83%, \$74.3K)						23,576.48	
Total Loans	57,361.79	96,885.56	90,385.56	(6,500.00)		115,467.61	18,582.05
Fixed Assets							
CIP- Bear Canyon Sewerline	225.00	5,000.00	1,000.00			5,000.00	
CIP - Meadows Aerial Waterline		8,000.00	500.00			8,000.00	
CIP - Robertson/Wallan/Hurlbutt Tank Replacement	4,505.00	335,000.00	40,000.00			350,000.00	
Prop 86 Financing Reimbursement (Grant)		(325,000.00)	0.00			(325,000.00)	
PRV @ Arthur Rd for Robertson Tank	55,002.69	0.00	65,000.00				
WWTP Chlorine Analyzer/Sample Pump		25,000.00	7,500.00				
WWTP Flow Meters/Reprogram						7,500.00	
Sunnybank Pump and Motor Replacement + Telemetry	15,716.41	50,000.00	35,000.00				
Rebuild FW Pump at SWTP	7,139.12	0.00	7,140.00			7,500.00	
Replace SWTP Filter Media	0.00	13,000.00	0.00	In 7030			
Church Street Paving + Valves	6,800.00	0.00	6,800.00				
Knight's Lane - Melville Sewerline	7,939.24	2,000.00	8,000.00				
Vac Trailer			74,279.81				
RCAC Loan for Vac Trailer minus Loan Fees			(74,279.81)				
Fencing and Shelter for Raw Water Intake Generator & Controls						20,000.00	*
Raw Water Intake Pump						70,000.00	*
Unspecified		10,000.00	0.00			10,000.00	
Total Fixed Asset Investment	97,327.46	123,000.00	170,940.00	47,940.00		153,000.00	30,000.00
Total AR, AP, Loans and Fixed Asset	154,689.25	219,885.56	261,325.56	41,440.00		268,467.61	48,582.05
Final Operational Cash Flow	30,603.07	34,444.44	(28,864.45)	(63,308.89)		8,226.30	

FOLLOWING PAGES ARE
BACKUP DOCUMENTATION FOR THE
PROJECTED YEAR END BALANCES
AND
THE PROPOSED FY 2022-23 BUDGET

Fiscal Year 2022/23 Payroll Projection for DRAFT Budget

04/21/22

Position	Gen. Mgr	Admin. Asst (36hrs)	Office Help	Sr. Operator	Operator	Ops Help	Total
Wages	114,000	52,400	0	68,640	64,480	13,305	312,825
Extra RT				5,000	5,000		10,000
Vacation Payout	0			3,500	3,500		7,000
Over Time	0	1,500	0	19,800	16,275	0	37,575
On-Call				4,750	4,750		9,500
Total Gross Pay	114,000	53,900	0	101,690	94,005	13,305	376,900
Employer Taxes & Contributions	10,239	4,851	0	9,152	8,460	1,197	33,900
Retirement - 3% Employer Match	3,420			3,050	2,820		9,290
Health Ins. - Employer Part	9,843	9,843		9,843	9,843		39,400
Adjustment for Vacation Value	2,000	1,000		1,500	1,500		6,000
Worker's Compensation	1,122	216	0	2,670	2,460	576	7,044
Total	140,623	69,809	0	127,904	119,089	15,079	472,534

SUMMARY OF LOANS - FY 2022-23

04/30/22

Name of Lender	PRINCIPLE	INTEREST	TOTAL
SWRCB WWTP Principle Pmt (until 8/2023, 2%, \$428,907)	25,076.93	1,012.98	26,089.91
SWRCB DWIP Principle Pmt (until 01/2046, 0%, \$1,379,471)	45,982.36	-	45,982.36
SWRCB DDW SRF Planning - Meadows Aerial Waterline (\$30K, 5 yr, 0%)		-	-
SWRCB DDW SRF Planning - Robertson & Wallan (\$24K, 5 yr, 0%)		-	-
SWRCB DDW SRF Planning - Hurlbutt Tank Replace (\$8.5K, 5 yr, 0%)		-	-
Backhoe (3 yr 9/1/23, 5%, \$60000)	\$20,831.84	747.20	21,579.04
Vac Trailer	\$23,576.48	3,070.33	26,646.81
TOTAL	115,467.61	4,830.51	120,298.12

Water Interest	1,908.77
Sewer Interest	2,921.75

SUMMARY OF LOANS - FY 2021-22

06/12/21

Name of Lender	PRINCIPLE	INTEREST	TOTAL
SWRCB WWTP Principle Pmt (until 8/2023, 2%, \$428,907)	24,585.28	1,504.63	26,089.91
SWRCB DWIP Principle Pmt (until 01/2046, 0%, \$1,379,471)	45,982.36	-	45,982.36
SWRCB DDW SRF Planning - Meadows Aerial Waterline (\$30K, 5 yr, 0%)		-	-
SWRCB DDW SRF Planning - Robertson & Wallan (\$24K, 5 yr, 0%)	4,800.00	-	4,800.00
SWRCB DDW SRF Planning - Hurlbutt Tank Replace (\$8.5K, 5 yr, 0%)	1,700.00	-	1,700.00
Backhoe (3 yr 9/1/23, 5%, \$60000)	\$19,817.92	1,761.13	21,579.05
TOTAL	96,885.56	3,265.76	100,151.32

Water Interest	880.57
Sewer Interest	2,385.20



GARBERVILLE SANITARY DISTRICT

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

BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: May 24, 2022
To: Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: Robertson/Wallan/Hurlbutt Tank Replacement Project

GENERAL OVERVIEW

Since the last Board meeting, we have negotiated a contract with SHN Consulting Engineers for the provision of:

- Task 1. Data Collection and Water System Evaluation
- Task 2. Special Studies and Initial Planning Assistance
(Biological and Wetland Assessment and Cultural Resources Investigation)
- Task 3. Survey
- Task 4. Geotechnical Investigation and Geologic Hazards Evaluation
- Task 5. Preliminary Engineering Report
- Task 6. 30% Plans

After review by District Counsel and the Consultant Selection Committee, with subsequent changes made by SHN as requested, the attached Service Agreement is presented for the Board's review and approval for execution. This is a time and materials contract with a not to exceed budget of \$278,000.

In accordance with the authorization given to Ralph Emerson at the March 2022 board meeting, we have directed SHN to complete the field survey portions of the Biological and Wetland Assessment so that our project isn't delayed an additional year waiting for the wet season to begin next winter.

Undertaking this project will utilize a significant amount of time for both staff and myself as Consultant Project Manager. We will be collecting the necessary data as specified in the contract and will be using the vac trailer to pothole anywhere necessary to obtain pipe material types and sizes for the water model.

FINANCIAL IMPLICATIONS

The planning phase of this project is funded through Proposition 68 in the amount of \$325,000 in grant funds. The costs in the proposed consulting contract will be

reimbursable under the funding agreement. Additional funding under Prop 68 should be available for the costs of the final design, CEQA and easements.

RECOMMENDATIONS

Review and Approve the SHN Service Agreement and Authorize the Chair of the Board to execute the Service Agreement as presented for the Tank Replacement Project.

Authorize Ralph Emerson to execute Service Agreement Amendments in amounts not to exceed \$25,000 per occurrence on behalf of the Board of Directors for this project. All Amendments will be presented to the Board at the following meeting.

ATTACHMENTS

Service Agreement from SHN Consulting Engineers dated May 18, 2022.

Service Agreement

This Agreement is made this _____ day of _____, 20__, between the Garberville Sanitary District, a California public entity, subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of licensed engineers and geologists. The work under this contract will be under the direction of Jared O'Barr, PE California Registered Professional Engineer, #C76125, located at SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California 95501-2138. SHN may assign another appropriately licensed person to direct such work by providing reasonable notice of such to CLIENT.

1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide consulting services for upgrades to Garberville Sanitary District's water storage and distribution system, and subsequently referred to as "Project."
- B. CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Agreement by both CLIENT and SHN. CLIENT's request to begin work prior to execution of this Agreement constitutes CLIENT's acceptance of this Agreement and all of its provisions with respect to work performed both prior to and after execution of this Agreement unless such work was performed pursuant to separate written agreement or as otherwise expressly set forth to the contrary herein.

2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to the scope of services presented in Exhibit "A."
- B. This scope of services is subject to the assumptions presented in Exhibit "A."
- C. SHN will not be responsible for any services not specifically listed under 2(A) above, including but not limited to the exclusions presented in Exhibit "A."
- D. Except as expressly provided for in Sections 3(C) and 5(B) hereof, there will be no addition or deletion to the scope of services, schedule for performance, or the fees charged for such services without the written consent of both parties. Such written consent addressing the scope of services, schedule for performance, and fees charged for such services shall be required prior to any additional work being provided except as otherwise provided for in Sections 3(C) and 5(B) hereof.

3. Work Schedule

- A. SHN will perform the services described in the scope of services, in conformance with the schedule provided in Exhibit "A."
- B. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN that may give rise to schedule extensions include, but are not limited to inclement weather, unanticipated Project conditions, delays in obtaining necessary third party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to



make appropriate modifications to the schedule described in Section 3(A) above. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.

- C. In the event there is a change to the scope of services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the scope of services.

4. General Conditions

The following general conditions are incorporated into and made part of this Agreement:

- A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.
- B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- D. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.

In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies were to occur in connection with the Scope of Services provided hereunder, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.



- E. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.
- F. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations.
- G. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- H. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- I. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- J. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.
- K. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
 - (i) the modifications or misuse by CLIENT or third parties of such electronic data;
 - (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
 - (iii) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others, for generation of record drawings, or for any other project by SHN.
- L. Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.
- M. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein.
- N. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.
- O. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no



control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.

- P. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- Q. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- R. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within Humboldt County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above-described mediation process. This Agreement shall be governed by the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Humboldt County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Humboldt County, California. SHN and CLIENT waive any right to a trial by jury.
- S. SHN shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SHN, its agents, representatives, or employees, in accordance with the Insurance Requirements for Professional Services described in Exhibit B hereto and made a part hereof.
- T. Pursuant to the full language of California Civil Code § 2782.8, SHN agrees to indemnify, including the cost to defend, CLIENT and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of SHN and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the active negligence or willful acts of the CLIENT; and does not apply to any passive negligence of the CLIENT unless caused at least in part by SHN. CLIENT agrees that in no event shall the cost to



defend charged to the SHN exceed SHN's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, SHN shall hold harmless, defend, and indemnify CLIENT and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including reasonable attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of SHN, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of CLIENT.

U. [INTENTIONALLY OMITTED]

V. SHN shall be afforded reasonable extensions of time with respect to its duty to perform the Scope of Services provided for herein during the period of any force majeure event. Force majeure events shall include but are not limited to strikes; labor troubles; lockouts; inclement weather, including but not limited to extreme heat, hail, snow, freezing temperatures, excessive rain, and excessive wind; drought; floods; blocked road access; acts of God; inability to secure necessary materials; mandated or advised shutdowns due to pandemic or other related conditions; earthquakes; mudslides or earthflows; tsunamis, seiches, utility disturbances; acts of war, terrorism, vandalism, and fire. In addition to the foregoing, CLIENT shall be responsible for any additional costs incurred by SHN in the performance of the Scope of Services provided for herein as a result of any force majeure event.

~~W. Unless noted otherwise in Section 5 of this Agreement, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to prevailing wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.~~

X. This Agreement shall be terminated as follows:

- (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
- (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

5. Fee

- A. SHN will be compensated for these services on a time and expenses basis. Fees are estimated as Two Hundred Seventy Eight Thousand (\$278,000). This fee will not be exceeded without prior authorization by the CLIENT. A more detailed breakdown of expenses is provided in Exhibit "A."

Fees include Prevailing Wage Rates.



- B. If Project requirements indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. In the event a change to the scope of services is agreed to in writing as provided for herein, but the parties fail to agree in writing to a revised method or figure for fees concerning the changed scope of services, the fees for the changed scope of services shall be determined on the basis of time and expense in accordance with SHN's current schedule of fees.
- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion and will be applied to the final invoice.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

SHN Consulting Engineers & Geologists, Inc.

Address: 812 W. Wabash Ave.
Eureka, CA 95501-2138

By: _____

Title: _____

Signature: _____

Date: _____

License #: _____

CLIENT: Garberville Sanitary District

Address: P.O. Box 211
Garberville, CA 95542

By: _____

Title: _____

Signature: _____

Date: _____





Reference: 021000.062

Exhibit A

May 18, 2022

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

Subject: Garberville Sanitary District/Robertson/Wallan/Hurlbutt Tank Replacement Project—Preliminary Phase Services Proposal, Revision 2

Dear Jennie Short:

Thank you for inviting SHN to submit this proposal to provide services for the Garberville Sanitary District (GSD) Water System Improvements project. This letter presents our anticipated scope and fee for the preliminary phase of the project. The scope and fee provided in this proposal are based on our site visit and ongoing coordination with GSD. SHN has teamed up with A T.E.E.M., who will provide electrical engineering services, as well as instrumentation and control services.

Project Understanding

Anticipated Project Elements

Based on our site visit and discussions with GSD, we expect this project to include the following primary components:

- Water storage tanks:
 - Install new tank(s) at Upper Hurlbutt Tank site to replace the existing tank at the Lower Hurlbutt Tank site. Lower Hurlbutt Tank is likely to be demolished.
 - Install a new tank at the Wallan Tank site to replace the existing tank on that site.
 - Demolish the Robertson Tank (no replacement anticipated).
- Replacement of the distribution piping at the following locations:
 - Downtown segment: Redwood Dr./Maple Ln./Locust St./Oak St./Hillcrest Dr./Driveway leading to Lower Hurlbutt Tank site
 - Potential alternate downtown segment: Redwood Dr./Melville Rd./Hillcrest Dr./Driveway leading to Lower Hurlbutt Tank site
 - Access road to Upper Hurlbutt Tank site
 - Alderpoint Rd. segment between Arthur Rd. and Wallan Rd.



- Pump stations:
 - Construction of new pump station at either the Oak St. Pump Station (also known as Maple Ln. Pump Station) site or the Lower Hurlbutt Tank site to convey water to the proposed Upper Hurlbutt Tank(s)
 - Upgrades to the Arthur Rd. Pump Station
 - Upgrades to the Wallan Rd. Pump Station
- Pressure Reducing Valves (PRVs)—Installation of PRVs at locations to be determined
- Communications and controls:
 - New radio-based telemetry system
 - Selection of new programmable logic controls (PLCs) for control of pump stations and tank sites
 - Basic control strategy for water distribution

Project Approach

Due to the unknowns regarding the various project elements, SHN is proposing to approach this project in phases. This letter presents our anticipated efforts for the preliminary phase of the project, which is expected to include:

- Initial data collection and analysis
- Development of a preliminary engineering report (PER)
- Preparation of 30% plans

After the preliminary phase is complete, the project should be defined well enough to allow SHN and A T.E.E.M. to prepare a scope and fee to complete the design of the project.

Our anticipated efforts are described in more detail below.

Scope of Work

Task 1. Data Collection and Water System Evaluation

- 1.1 SHN and A T.E.E.M. will conduct an initial site visit to review the conditions at the site of each project component.
- 1.2 SHN will review/compile GSD data to evaluate required new tank min./max. water surface elevations to provide the ideal customer service pressures.
 - SHN Assumes: GSD will provide existing water system data, including Excel spreadsheet with water system asset inventory, item descriptions, elevations, location coordinates, water level settings, uphill PSI (pounds per square inch) gauge readings for all pump stations (static/max



pumping head), control/PRV/Altitude/Air/Vac valves, hydropneumatic tank locations, size, pressure settings), supplemented by a comprehensive list of existing water system operational improvements desired.

1.3 SHN will review GSD water system line work data and provide a list of missing information to GSD. SHN will not enhance water system line work to cover the entire existing system, only those portions directly related to pump station evaluation, system friction curve development, and pressure zone thresholds.

- SHN Assumes: GSD will provide existing water system location line-work data: CAD/DWG, GIS/SHP/KMZ, pressure zone map, water main alignments, pipe diameter, material, age, condition, connections, leak/repair history, utility buildings, vaults, supervisory control and data acquisition (SCADA), high-frequency/low frequency (HF/LF) radio, solar equipment, Internet/Wi-Fi, electrical power, transformers, cut-out switches, emergency generators, mobile emergency generator connection ports, and auto transfer switches. SHN also assumes that GSD will collect missing information data from SHN's list and update the provided spreadsheet by site visits, pressure readings, and pot holing unknow water mains and valves, to verify unknowns.

1.4 SHN will create a water system schematic drawing and GIS (KMZ) map of transmission pipes between pump stations and tanks.

1.5 SHN will analyze GSD meter/flow data to determine historical and future system demands for tank sizing and pump refill rate design targets. Storage requirements in each pressure zone will be based on water usage information for each pressure zone (to be provided by GSD).

- SHN Assumes: GSD will provide a spreadsheet of flow records of water usage for each pressure zone for the most current ten years, as required by the State Water Resources Control Board (SRWCB) Division of Financial Assistance (DFA) for grant-eligible tank sizing, including intake pumps, water treatment plant (WTP), bulk sales, tanks, and pump stations. GSD will supply the data as a sum of all customer usage in each pressure zone by month (SHN will not review customer usage service meter data.)

1.6 SHN will use new GIS transmission main map to determine transmission main lengths and develop theoretical system friction curves for new booster station pump design.

1.7 SHN will develop a preliminary digital model of the existing water system using open source/free programs (EPANet2.0 and Google Earth Pro) for analysis, as follows:

- Determine pump station transmission flows and identify suspected pipe restrictions to pumping that may require upgrades.
- Determine final new tank water levels by evaluating the high/low customer service pressures within each pressure zone and the PRVs required at specific locations within the water distribution system and individual service meters.
- SHN will not model the entire water system. Model nodes will be limited to specific high/low water service locations representing each pressure zone.
- SHN will not use the model to simulate hydrant flow estimates or operational/usage.

- SHN will verify the accuracy of the digital water model by screen sharing sessions (virtual/video) meetings with the GSD water system operators. Three virtual meetings with GSD staff are assumed (Initial, Edit/check, Final).

Task 2. Special Studies and Initial Planning Assistance

2.1 This task summarizes the initial special studies to be conducted.

Biological and Wetland Assessment—SHN will conduct a biological assessment of sensitive resources that have the potential to occur within the identified study area. This includes literature review from several sources and two seasonally appropriate site visits to document the habitat and species present within the specified project area. Results and recommendations will be provided for use in project planning, impact assessment, and agency review during permitting and project approval.

SHN will conduct a wetland delineation of the specified study area for project planning purposes, impact assessment, and setback determination. The wetland delineation will be prepared according to the standard U.S. Army Corp of Engineers (USACE) three-parameter methods and will incorporate the State of California wetland definition, which took effect at the end of May 2020.

This task assumes:

- The study area for the biological and wetland assessment and the cultural resources investigation as defined in Google Earth KMZ files dated approximately March 22, 2022 (It is assumed that the project will not change substantially.)
- Up to three person-days of site visits by SHN biologists for the biological assessment
- Up to four person-days of site visits by SHN wetland delineators for the wetland delineation.
- One (combined) report for the results of both the biological and wetland assessments

Cultural Resources Investigation—SHN will hire William Rich & Associates as a subconsultant to prepare a cultural resources investigation of the identified study area. This investigation will be prepared pursuant to the California Environmental Quality Act and its guidelines (Title 14 California Code of Regulations [CCR] 15000 et seq.), and the National Historic Preservation Act and Section 106 encoded at 36 Code of Federal Regulations [CFR] Part 800, and will be accomplished by: 1) identifying and recording cultural resources within the project area, 2) offering a preliminary significance evaluation of the identified cultural resources, 3) assessing the potential impacts to cultural resources resulting from the implementation of proposed project activities, and 4) offering recommendations designed to protect resource integrity, as warranted.

2.2 This task summarizes the tasks anticipated to be necessary for the project biologist and project planner to provide input on the PER regarding the screening of potential project alternatives and evaluation of potential environmental impacts of the potential project alternatives.



Screening of Alternatives and PER Assistance—Conduct a desktop review and one site visit by the project planner and project biologist to review potential project alternative alignments for environmental impacts and constraints. The outcome will be summarized and incorporated into the PER’s alternatives analysis section. No other report or figure preparation is included.

Task 3. Survey

3.1 Wallan Tank Site

SHN will perform a field topographic survey of the “Wallan Tank” site and survey the finish floor elevations of the booster pump station. The topographic survey will include the existing conditions/improvements and trees over 10 inches in diameter.

The field survey will be compiled in AutoCAD Civil 3D version 2020 at a scale of 1 inch = 20 feet with a 1-foot contour interval.

The basis for the field survey will be State Plane Coordinate System (SPC) Zone 1 horizontal and North American Vertical Datum, 1988 (NAVD 88) vertical based on GPS observation and the GPS data will be processed by Online Positioning Users Service (OPUS) in accordance with previous project control for the area.

3.2 Robertson Tank/Alderpoint Road

SHN survey field crew will perform a field topographic survey along Alderpoint Road from the intersection of Wallan Road to the Arthur Road Pump Station, including the Arthur Road Pump Station location. Also included in the survey is the Robertson Tank and the landslide between the tank and Alderpoint Road. The field survey will include the existing road improvements along both sides of Alderpoint Road, including drainage features and structures, surface evidence of utilities, and existing fences. Record rights-of-way for Alderpoint Road will be positioned based on the surveyed monuments. The field survey will be compiled in AutoCAD Civil 3D version 2020 at a scale of 1”=20’ with a 1-foot contour interval.

The basis for the field survey will be SPC Zone 1 horizontal and NAVD 88 vertical based on GPS observation and the GPS data will be processed by OPUS in accordance with previous project control for the area.

3.3 Maple Lane Pump Station

SHN survey field crew will perform a field topographic survey from approximately the end of the county road east along the existing fence behind the existing garage 150 feet then south to the existing dirt road then back to the end of the county road (including the dirt road). The topographic survey will include the existing improvements/conditions and trees over 10 inches in diameter. SHN will also write the easement description to describe the new pump station site.

The field survey will be compiled in AutoCAD Civil 3D version 2020 at a scale of 1”=20’ with a 1-foot contour interval.



The basis for the field survey will be SPC Zone 1 horizontal and NAVD 88 vertical based on GPS observation and the GPS data will be processed by OPUS in accordance with previous project control for the area.

3.4 Survey Control and Transform to Hurlbutt Datum

SHN survey field crew will perform a field GPS observation survey to recover existing control from the Hurlbutt survey and tie together with the Wallan Tank survey and the Robertson/Alderpoint Road survey.

The basis for the field survey will be SPC Zone 1 horizontal and NAVD 88 vertical based on GPS observation and the GPS data will be processed by OPUS in accordance with previous project control for the area.

Task 4. Geotechnical Investigation and Geologic Hazards Evaluation

The geotechnical investigation will consider the following project elements:

- Replacement of the Wallan Tank
- Construction of two new tanks at the Upper Hurlbutt Tank site
- Stability of the Maple Lane Pump Station
- Stability of the Wallan Pump Station
- Demolition of the Robertson Tank
- A section of Alderpoint Road where there are stability concerns

Based on our preliminary review, we are assuming subsurface investigation will only be required at the Wallan and Upper Hurlbutt Tank sites.

The purpose of our work will be to provide the project's design team with findings, conclusions, and recommendations regarding the geologic setting and geotechnical engineering criteria to support the design and construction of the new infrastructure. The geotechnical field investigation and report will be conducted and prepared in general accordance with the standards of the American Water Works Association (AWWA).

Specifically, the scope of our services would consist of the following:

- Review nearby geotechnical and geologic reports of the property and published geologic and geologic hazard maps.
- SHN's senior engineering geologist/geotechnical engineer will conduct site reconnaissance to observe existing site conditions.
- An SHN geologist will conduct a site visit to mark the exploration areas for USA (Underground Service Alert) to check the drilling locations for underground utilities.
- Submit drilling permit application to Humboldt County Department of Environmental Health and pay associated County fees.



- We propose to drill four (4) borings at the Upper Hurlbutt Tank site with depths extending between 20 and 50 feet—three (3) borings to 20 feet and one (1) to 50 feet; and two (2) borings at the existing Wallan Tank site to 15 feet. Samples from each boring will be collected at suitable intervals, using standard penetration test (SPT) and modified California split spoon samplers. A drilling subcontractor will be retained to complete the borings. Soil cuttings will be contained in drums and disposed of offsite.
- Samples collected will be returned to SHN's soils testing laboratory for geotechnical analysis. Anticipated tests include dry density and moisture content, shear strength, Atterberg limits, and corrosivity testing. Specific tests may be added or eliminated depending on the materials encountered at the site.
- Assess potential earthquake-related geologic/geotechnical hazards (for example, strong earthquake ground shaking, surface fault rupture, liquefaction, and differential settlement), and other potential geologic/geotechnical hazards.
- Provide seismic design parameters in accordance with the applicable portions of the 2019 California Building Code (CBC) and the American Society of Civil Engineers (ASCE) 7-16 Standard, and the most recent edition of the AWWA standards, including site soil classification, seismic design category, and spectral response accelerations.
- Perform engineering analyses in order to provide conclusions and recommendations regarding a) earthwork, including site and subgrade preparation, fill material specifications, and fill compaction requirements; b) discussion of appropriate foundation options, including allowable bearing capacities, estimates of settlement (total and differential), minimum footing depth, and allowable lateral capacities; c) support of concrete slabs-on-grade (if needed); d) drainage requirements; and e) observation of site preparation and grading, foundation installation, and other geotechnical construction considerations.
- Evaluate slopes near tank sites for stability and cut-slope requirements.
- Review civil design plans and specifications at the 60% and 90% stages.
- Prepare a geotechnical report summarizing our findings and recommendations, complete with field and laboratory data.
- Provide a revision letter with updated code requirements for 2022 CBC and ASCE 7-22 Standard.

Task 5. Preliminary Engineering Report (PER)

SHN will prepare a PER in accordance with the outline provided in the Drinking Water State Revolving Fund Technical Package (Construction), Section I, Attachment T1. SHN will prepare a draft PER to be reviewed by GSD and the SWRCB. Once comments have been received on the draft PER, SHN will finalize the PER.



SHN's anticipated efforts, and our assumptions regarding GSD's responsibilities for this task are described below.

- The PER is expected to analyze alternatives for the following project components:
 - Water Storage Tanks: Evaluate tank type alternatives. Evaluation of alternative tank sites is not anticipated. Evaluation will also analyze number and size of tanks at each tank site.
 - Distribution System Upgrades: Evaluate alternative transmission pipe alignments and selected distribution pipes that can be replaced/upgraded to allow ideal pump performance/energy savings. Evaluation will be limited to the portion of the distribution system that is directly related to this project.
 - Pump Stations: Evaluate alternatives for pump station upgrades.
- A T.E.E.M. will provide preliminary level electrical and instrumentation costs to be incorporated into the PER.
- SHN assumes that GSD will be responsible for providing the following content so that SHN can incorporate this information into the PER:
 - Background information regarding the proposed project
 - Previous grant project PER text and all supporting documents
 - Description of the water system and its facilities, including details relating to sources, storage, treatment, and distribution
 - Description of the water system's present condition, suitability for continued use, adequacy of water supply, current water system capacity, age of facilities, and water quality.
 - Description of the existing water system operations and maintenance (O&M) practices, and how these practices impact the water system's finances
 - Description of any financial or technical challenges that may impact water system operations and any preventive practices that are in place to address these challenges
 - Description of the problem being addressed by the project—documents supporting the ranked problem, including but not limited to the last two years of water quality data; most recent compliance orders; violations; citations; sanitary surveys; and, if the Compliance Order is related to a maximum contaminant level (MCL) exceedance, identification of the contaminant.
 - Consolidation analysis (If consolidation is deemed infeasible, GSD will fully and completely discuss the reasons for that determination, and will provide supporting information justifying the decision.)
 - Assistance with addressing the section of the PER related to comprehensive response to climate change

Task 6. 30% Plans

6.1 SHN and A T.E.E.M. will conduct a site visit prior to proceeding with the 30% design.

6.2 SHN's 30% plans are expected to include the following:

- Cover Sheet
- Project Overview Sheet
- Standard Abbreviations and Legends
- Plan and Profile Sheets of the distribution piping upgrades and PRV locations
- Tank Plans: Site Plan, Grading Plan, Tank Layouts (Upper Hurlbutt and Wallan)
- Demolition Plan for the Lower Hurlbutt Tank and Robertson Tank
- Pump Station Plans: floor plans showing pump station layout for each pump station (Lower Hurlbutt, Oak St./Maple Ln., Arthur, and Wallan)

6.3 A T.E.E.M.'s 30% plans are expected to include the following:

- Electrical symbols and abbreviations
- One-line diagrams for tank sites (Upper Hurlbutt and Wallan)
- One-line diagrams for pump stations (Lower Hurlbutt, Oak St./Maple Ln., Arthur, and Wallan)
- Full-speed elementary diagram
- Control panel elevation and backpan
- Instrumentation symbols and abbreviations
- SCADA block diagram
- P&ID for tank sites (Upper Hurlbutt and Wallan)
- P&ID for pump stations (Lower Hurlbutt, Oak St./Maple Ln., Arthur, and Wallan)

Summary of Project Deliverables

A list of anticipated project deliverables is provided below:

- Biological and Wetland Assessment Report
- Cultural Resources Investigation Report
- Survey CAD files
- Geotechnical Report
- Water model data files: EPANET data file (*.net), and Google Earth Pro Map (*.kmz)
- Preliminary Engineering Report (Draft and Final)
- 30% Design Plans



Project Exclusions

Any services not specifically outlined in the above scope of work are excluded, including but not limited to the following:

- A. Geotechnical Evaluation of Design—SHN's geotechnical team will prepare a scope and fee to conduct this work during the next phase of the project
- B. National Environmental Policy Act (NEPA) or Federal Cross-cutters documentation—Garberville is a small severely economically disadvantaged community and is therefore subject to the "non-equivalency environmental review process"
- C. California Environmental Quality Act (CEQA) compliance, which is not required until a subsequent phase of project development
- D. Permitting, which is not required until a subsequent phase of project development
- E. Species-specific protocol level surveys (for example, for salmonids, marbled murrelet, or northern spotted owls)—species for which surveys would be required are assumed to not be present within the area of potential impacts—however, if these species are observed during the survey efforts, species-specific surveys would be needed
- F. Preparation of a biological/wetland mitigation monitoring and reporting plan; however, this task may be needed during a subsequent phase of project development
- G. Preparation of additional special studies, which are not required until a subsequent phase of project development
- H. Subsurface survey for cultural resources investigation—the cultural resources report task assumes that an extended survey of subsurface conditions will not be required
- I. Preparation of easement descriptions needed for the project—SHN's survey team will prepare a scope and fee to conduct this work during the next phase of the project

Project Schedule

A preliminary schedule for 2022 key milestones is provided below:

June	Prepare Preliminary Special Studies Figures
Late September	Prepare Draft PER
Late October	Special Studies Reports
Late December	Final PER and 30% Plans

Fee Summary

SHN's primary staff for this project and our associated billing rates for 2022 are summarized below (billing rates may increase in 2023):

- Jared O'Barr, PE (Project Manager, Principal Engineer) – \$180/hr
- Richard Culp, PE (Senior Design Engineer) – \$165/hr



Jennie Short

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- Jared Goebel (Staff Engineer)—\$95/hr
- Stein Coriell (Senior Planner)—\$135/hr
- Joseph Saler (Botanist, Biologist)—\$125/hr
- Cindy Wilcox (Soil Scientist)—\$115/hr
- Matt Herman, PLS (Senior Land Surveyor)—\$160/hr
- Mike Lyell (Project Surveyor)—\$115/hr (for non-prevailing)
- Donald Fernandez (Survey Technician)—\$105/hr (for non-prevailing)
- Gary Simpson, CEG (Senior Engineering Geologist)—\$180/hr
- John Dailey, GE (Geotechnical Engineering)—\$175/hr
- Alyssa Troia (Staff Geologist)—\$85/hr

Compensation for services described herein will be on a time and expenses basis. The following table provides an anticipated budget breakdown by each task. SHN shall be free to adjust budgets between these tasks as needed, as long as the total fee is not exceeded. This total fee will not be exceeded without prior authorization.

Task		Fee
Task 1.	Data Collection & Water System Eval (SHN)	\$28,000
Task 2.	Special Studies & Planning Assistance (SHN)	\$43,000
Task 3.	Survey (SHN)	\$42,000
Task 4.	Geotechnical Investigation (SHN)	\$42,500
Task 5.	PER (SHN)	\$29,000
Task 6.	30% Plans (SHN)	\$46,000
A T.E.E.M. Services (with 10% markup)		\$47,500
Total Fee		\$278,000

Thank you for providing SHN with the opportunity to propose on this project. If you have any questions or comments regarding the information provided in this proposal, please email me at jobarr@shn-engr.com.

Sincerely,

SHN



Jared O'Barr, PE
Civil Engineering Principal

JOB:lam



Exhibit B

Insurance Requirements for Professional Services

SHN (hereinafter “Consultant”) shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, CLIENT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CLIENT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Garberville Sanitary District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the CLIENT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CLIENT, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the CLIENT.**

Waiver of Subrogation

Consultant hereby grants to CLIENT a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CLIENT by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CLIENT has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the CLIENT. The CLIENT may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CLIENT.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CLIENT.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the CLIENT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CLIENT before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The CLIENT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CLIENT is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

CLIENT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



GARBERVILLE SANITARY DISTRICT

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

April 8, 2022

SHN Consulting Engineers
Attn: Jared O'Barr, PE Project Manager
812 W. Wabash Ave.
Eureka, CA 95501-2138

SUBJECT: GSD Tanks Replacement Project
Scope of Work - Environmental Studies

Dear Jared,

GSD is in receipt of your draft scope of work dated March 25, 2022, for the initial planning phase of the Tanks Replacement Project. We acknowledge that we are still in the process of negotiating the scope of work, fee, and contract language, however, the time for completing the environmental studies described in task 2.1 - Special Studies and Initial Planning Assistance - Biological and Wetland Assessment is rapidly coming to a close for 2022. Therefore, GSD is hereby authorizing SHN to begin work on task 2.1 prior to the full execution of the professional services contract so as to not miss this window. Our understanding is that the estimated cost for this task is \$25,000 and that SHN biological staff will be completing the field work prior to the end of April 2022.

We appreciate SHN being willing to work with us on getting this project started so that we can make the most progress possible in the next six months. If you have any questions or need additional information, please contact Jennie Short, GSD's Consultant Project Manager at (707)223-4567.

Sincerely,

Ralph Emerson
GSD General Manager

Cc: Consultant Selection Committee



GARBERVILLE SANITARY DISTRICT

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

BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: May 24, 2022
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

On March 28, 2022, all parties received the memorandum to the Clerk of the Waterboard for the Proposed Order on pending petitions of Garberville Sanitary District to change water-right License 3404 and Permit 20789 (Applications A009686 and A029981) from the Administrative Hearings Office (AHO). AHO's forwarding of the proposed order to the Waterboard Clerk is the second to last step in the process of the Waterboard approving the larger service area for the Park. I anticipate that the proposed order will appear on the June 2022 Waterboard agenda for final approval. Once that approval is granted, GSD and SHCP will complete the final coordination on the specific infrastructure for construction of the Park's water service.

The Memo with the Proposed Order and various other documents can be found on GSD's website.

<https://www.garberillesd.org/southern-humboldt-community-park-water-service-update>

Once the final order is adopted, modifications to the Water Service Agreement will be made to incorporate the two conditions added to the License and Permit that are specific to the Park's property. The modified agreement will come before the GSD Board for approval, be forwarded to the SHCP Board, be executed by both parties, and then be recorded against the Park's property.

The two conditions that are specific to the Park read:

"11. 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."

AND

"12. 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."

The Park will need to prepare a map showing how they intend on transporting GSD’s potable water from the meter to the various locations within the approved Place of Use, along with associated details. The map/implementation plan may be based upon a phased approach (i.e. water brought to the residences first and then fountains and/or outbuildings) due to financial considerations for the construction costs and verification of the consumption of a first phase prior to extension of the waterlines to other locations. Once that map/plan has been approved by GSD, the Park will be free to begin construction. Upon Park completion of the piping and backflow preventor construction and testing, the meter will be installed and turned on by GSD.

Once the water service is turned on, GSD will need to report in our annual diversion report the information required by #11 and #12 above. The information for #11 will come directly from our billing records, but the information for #12 will need to be verified and updated by the Park every year. GSD will contact the Park at the beginning of each year to have them provide an updated map showing the locations of the waterline and the facilities to which the water is provided or a certification that no changes were made that year. The Park will also need to coordinate with GSD prior to the installation of any waterlines on their Property.

FINANCIAL CONSIDERATIONS

Financial Amounts as of 03/31/2022

Description	Amount
Total Expenditures	\$ 28,350.73
Credit from GSD Board	- 5,000.00
SHCP Payments made so far	- 15,944.64
SHCP Outstanding Balance	\$ 7,406.09
Current Amount Due	\$ 3,703.05

The SHCP made the requested payment in the amount of \$3,596.79 in February 2022.

The final payment on this loan is scheduled for August 2022.

RECOMMENDED BOARD ACTIONS

No action is recommended for the Board.

We will attend remotely the Waterboard Meeting once it is scheduled to answer questions or make comments as needed.

ATTACHMENTS

- April 30, 2022 Quarterly Statement to SHCP
- Selected pages from Memorandum for Proposed order on pending petitions of Garberville Sanitary District to change water-right License 3404 (Application A009686) and water-right Permit 20789 (Application A029981). Entire document on GSD Website.

Garberville Sanitary District

STATEMENT

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

INVOICE NO. 0012
 DATE 04/30/2022
 CUSTOMER ID SHCP Water Service

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

Due Date: 06/10/2022

Payment Request	Expenses Incurred For:	Terms
11	January - March 2022	0% Interest, 3-years, Quarterly Payments

DATE	DESCRIPTION		AMOUNT
01/31/22	PREVIOUS BALANCE		\$10,790.38
02/16/22	Payment	Ck# 1731	-\$2,508.22
02/28/22	Payment	Ck# 1737	-\$1,088.57
01/31/22	Mitchell Law Firm		\$31.00
03/31/22	Mitchell Law Firm		\$144.00
02/28/22	4Js Consulting	1088	\$37.50

TOTAL DUE TO DATE: \$7,406.09

Current Payment Amount: **\$3,703.05**

4Js Consulting Services

INVOICE

Jennie Short
P.O. Box 653
Blue Lake, CA 95525

INVOICE NO. 1088
DATE Feb 28, 2022
PAYMENT TERMS Net 15 days
DUE DATE April 20, 2022
SERVICES FOR: Feb 2022
HOURLY RATE: \$75.00

TO Garberville Sanitary District
Ralph Emerson, General Manager
P.O. Box 211
Garberville, CA 95542

GL	Project Name/General Description of Work Performed	CLASS	HOURS	AMOUNT
5110	ADMINISTRATION: ACCOUNTING, FINANCIAL STMTS, COORDINATION, COMMUNICATIONS, BOARD MTG, EASEMENT, WATER/SEWER ADMIN, DEVELOPMENT REVIEW, CPRA's	W/S	43.60	\$3,270.00
9010	SHCP: SWRCB-DWR POU PROCESSING	W	0.50	\$37.50
CIP	ROBERTSON/WALLAN/HURLBUTT TANK PROJECT, Funding, Contract Review, Consultant Coordination, Scoping	W	24.00	\$1,800.00
5110	Arrearage Program	W	6.00	\$450.00
5110	Year End/Audit/Budget	W/S	10.50	\$787.50
5110	Annual Diversion Reporting and Source Capacity Analysis	W	11.75	\$881.25
02/28/22	USPS Postage for WR Letters	Water Admin		\$58.00
02/01/22	Humboldt County NOE Filing Fee	CIP TANKS		\$50.00
02/22/22	MILEAGE: To Garberville & Back - Board Mtg	Admin		\$105.30
02/02/22	MILEAGE: To Garberville & Back - SHN Project Tour	CIP TANKS		\$105.30
02/01/22	MILEAGE: To Eureka & Back - File NOE @ County	CIP TANKS		\$46.80
			TOTAL DUE:	\$7,591.65

THANK YOU FOR YOUR BUSINESS!

**THE MITCHELL LAW FIRM, LLP
P.O. DRAWER 1008
EUREKA, CA 95502
(707) 443-5643**

TAX ID No. 94-1079118

www.mitchelllawfirm.com

Invoice submitted to:

General Manager
Garberville Sanitary District
P. O. Box 211
Garberville, CA 95542-0211

March 31, 2022

Invoice # 49826

In Reference To: Garberville Sanitary District - Easement Negotiations
Claim No: N/A
Date of Loss: N/A
Insured: N/A
Our File No: 10-012

Professional Services

	<u>Hours</u>	<u>Amount</u>
3/2/2022 RSG	0.20	31.00
3/3/2022 RSG	0.20	31.00
3/7/2022 RSG	0.20	31.00
3/17/2022 RSG	0.50	77.50
3/22/2022 RSG	0.70	108.50
3/24/2022 RSG	1.20	186.00
3/28/2022 RSG Review message from R. Emerson, re; Water Use issue (.2); Review Memorandum, re; AHO Order (.6); Review message/attachments from J. Short, re; SCHP Agreement amendment, reply to same (.3)	1.10	170.50

THE MITCHELL LAW FIRM, LLP
P.O. DRAWER 1008
EUREKA, CA 95502
(707) 443-5643

TAX ID No. 94-1079118

www.mitchelllawfirm.com

Invoice submitted to:

General Manager
Garberville Sanitary District
P. O. Box 211
Garberville, CA 95542-0211

February 28, 2022

Invoice # 49631

In Reference To: Garberville Sanitary District - Easement Negotiations
Claim No: N/A
Date of Loss: N/A
Insured: N/A
Our File No: 10-012

Professional Services

	<u>Hours</u>	<u>Amount</u>
2/1/2022 EAM	1.10	154.00
EAM	2.20	308.00
RSG	0.40	62.00
2/4/2022 RSG	0.40	62.00
2/25/2022 RSG Review SWRCB Order Extension (.2)	0.20	31.00
2/28/2022 RSG	0.20	31.00
For professional services rendered	4.50	\$648.00
Previous balance		\$186.00
2/17/2022 Payment - Thank You. Check No. 11398		(\$186.00)
		(\$186.00)

State Water Resources Control Board

MEMORANDUM

TO: Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
(via e-mail, Jeanine.Townsend@waterboards.ca.gov)

FROM: Alan B. Lilly, Presiding Hearing Officer
Administrative Hearings Office

DATE: March 28, 2022

SUBJECT: Proposed order on pending petitions of Garberville Sanitary District to change water-right License 3404 (Application A009686) and water-right Permit 20789 (Application A029981)

Enclosed with this memorandum is the proposed order for this matter. The Administrative Hearings Office (“AHO”) prepared this proposed order pursuant to Water Code section 1114, subdivision (c)(1). The AHO is transmitting this proposed order to the Board for action under Water Code section 1114, subdivision (c)(2).

The administrative record for this matter may be accessed at the following FTP site: <https://ftp.waterboards.ca.gov/#/> and then clicking on the icon for the folder for Water-Right Permitting, and then icon for the folder for the Garberville SD matter. Anyone may obtain the password to access this FTP site by sending an e-mail request to aho@waterboards.ca.gov.

Encl.

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

ORDER WR 2022-____

In the matter of the pending petitions of

Garberville Sanitary District

to change water-right License 3404 (Application A009686)
and water-right Permit 20789 (Application A029981),
which authorize diversions of water from the South Fork Eel River
in Humboldt County.

SOURCE: South Fork Eel River

COUNTY: Humboldt

ORDER ON CHANGE PETITIONS

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Figure 1 – General Location Map for Garberville SD Change Petitions

Figure 2 – Existing and Proposed Places of Use for Garberville SD Change Petitions.....

APPENDIX A – New Amended Water-Right License 3404

APPENDIX B – New Amended Water-Right Permit 20789

APPENDIX C – Summaries of Parties’ Other Arguments and Board’s Responses

On November 1, 2021, the AHO issued a Notice of Draft Proposed Order and circulated its draft proposed order. The AHO's notice directed parties to submit comments by December 1, vacated the prior submission of this matter to the AHO, and stated that the matter would be deemed re-submitted on December 1, 2021. Garberville SD, Redway CSD, Ms. Sutton, Mr. Voice and Ms. Vogel submitted comments on the draft proposed order. On February 25, 2022, the AHO issued a notice of extension of the AHO's deadline for transmitted its proposed order to the Clerk of the Board. The AHO transmitted its proposed order to the Clerk of the Board on March 28, 2022. Appendix C discusses the parties' comments on the AHO's draft proposed order and our responses.

3.0 DISCUSSION

3.1 Should the State Water Board Grant Garberville SD's Change Petitions?

3.1.1 Would the State Water Board's Approval of These Petitions Result in Injury to Any Other Legal User of Water?

Water Code section 1702 states that, before the Board may grant a petition to change the authorized point of diversion, place of use or purpose of use in a water-right license or permit, "the petitioner shall establish, to the satisfaction of the board, and it shall find, that the change will not operate to the injury of any legal user of the water involved."

In *Barnes v. Hussa* (2006) 136 Cal.App.4th 1358, 1369, the court discussed how changes in place of use in appropriative rights may impact other legal users of water:

Injury from a change in place of use generally occurs when use at the new location results in the appropriator using a greater amount of water than he was entitled to [citation] or when use at the new location reduces return flows to the watercourse, thus reducing the amount of water available for diversion by downstream users [citation].

(*Id.*)

If the Board grants Garberville SD's change petitions, the instantaneous and annual diversion limits in License 3404 and Permit 20789 will not change. Granting these change petitions therefore will not result in Garberville SD using a greater amount of water than it currently is authorized to divert and use under this license and this permit. The proposed expansion of the authorized place of use in this license and this permit

may result in Garberville SD diverting slightly more water from the South Fork Eel River. However, even these slight increases in Garberville SD's diversions probably will be offset by a corresponding slight reduction in the amounts of water Southern Humboldt CP currently diverts from the river under its riparian rights for the uses that in the future will be supplied by potable water from the district. (GSD-12, p. 12.)

During the hearing, Mr. Cox expressed concerns about the potential effects on Redway CSD's ability to divert water from the South Fork Eel River if the Board grants Garberville SD's petitions. (See section 2.9.) However, if the Board grants the district's change petitions, and if Garberville SD's diversions increase as a result, those increases will be very small, with a maximum monthly average increase of about 0.001 cfs.¹⁰ During the AHO hearing, Mr. Cox admitted that these very small potential increases in diversion rates would not have any measurable effects on Redway CSD's ability to divert water from the river. (Hearing Recording - Afternoon 1:12:52-1:13:59.)

For these reasons, it is very unlikely that there will be any measurable net changes in South Fork Eel River flows or the amounts of water available to downstream water users from the State Water Board's approval of Garberville SD's change petitions, and the Board's approval of these petitions therefore will not result in any injury to any other legal user of the water involved.

3.1.2 Would the State Water Board's Approval of These Petitions Unreasonably Affect Any Fish, Wildlife or Other Instream Beneficial Uses?

Although Water Code section 1702 does not explicitly refer to effects of changes to water-right permits or licenses on fish, wildlife or other beneficial instream uses, the

¹⁰ An average diversion of 2,000 cubic feet per month (the maximum average monthly amount of Garberville SD's proposed new potable water deliveries to Southern Humboldt CP (see section 2.6) equates to a maximum monthly average flow rate of 0.00076 cfs. The maximum proposed new monthly delivery of 3,000 cubic feet (see section 2.6) equates to a flow rate of 0.0011 cfs.

authorized season of diversion, or to change authorized point of diversion or the source of the water. The Board's approval of these petitions therefore will not cause the initiation of any new water right.

3.1.5 What Is the Status of Garberville SD's Actions to Comply with CEQA for These Petitions?

As discussed in section 2.7, in 2013 Garberville SD prepared and certified a CEQA Initial Study/Mitigated Negative Declaration for its Annexation Project: Change in Jurisdictional Boundary and Place of Use. In 2019, Humboldt LAFCo prepared and certified a CEQA Addendum for Garberville SD's Change in Jurisdictional Boundary and Place of Use. The project analyzed in this CEQA Addendum was the extension of Garberville SD's potable water service to the parts of Southern Humboldt CP that the district now asks the Board to add to the authorized place of use in License 3404 and Permit 20789. Humboldt LAFCo's actions regarding this CEQA Addendum complied with CEQA Guidelines section 15164 and no one filed a legal challenge to these actions. (Hearing Recording - Morning 03:06:45 – 03:06:49.)

For purposes of considering whether to approve Garberville SD's petitions, the State Water Board is a responsible agency under CEQA. (See Pub. Resources Code, § 21069.) In deciding whether and how to approve a project, a CEQA responsible agency must consider the environmental effects of the project as disclosed in the environmental documentation prepared by the lead agency. (CEQA Guidelines, § 15096, subd. (f).) Except under limited circumstances when a responsible agency may assume lead agency status or prepare subsequent CEQA documentation, a CEQA responsible agency must presume that the conclusions reached by the CEQA lead agency in its CEQA documentation regarding the environmental effects of the proposed project are adequate, or challenge the lead agency in court. (*Id.*, subds. (e) & (f).)

As required by CEQA Guidelines section 15096, subdivisions (a) and (f), we have considered Garberville SD's 2013 CEQA Initial Study and Humboldt LAFCo's 2019 CEQA Addendum and the environmental effects described in those documents. Exercising our independent judgment, we conclude that these CEQA documents are

adequate for our actions in this order. Considering those documents and the other evidence described in this order, we have decided to take the actions described in this order.¹⁵

For the reasons discussed in sections 3.1.1 through 3.1.5, we conclude we should grant Garberville SD's change petitions.

3.2 If the State Water Board Grants These Change Petitions, What New Terms or Conditions, If Any, Should Be Added to License 3404 and Permit 20789 when the Petitions Are Granted?

Water Code section 1704, subdivision (a), authorizes the Board, after a hearing, to “approve with conditions” a petition to change a water-right license.

The AHO's May 30, 2021 Notice of Pre-Hearing Conference and Hearing included drafts of amended water-right License 3404 and amended water-right Permit 20789 as attachments. As discussed in section 2.8, the hearing issues specified in the notice included the following: (i) what new terms or conditions, if any, should be added to this license and this permit? (ii) should the AHO hearing officer include the Draft Amended License 3404 and Draft Amended Permit 20789 that were attached to the hearing notice in the proposed order the hearing officer will transmit to the Board? and (iii) if so, should the AHO hearing officer make any changes to these drafts before including them in the hearing officer's proposed order?

Garberville SD argues that several amendments should be made to these drafts of amended License 3404 and amended Permit 20789.

¹⁵ Although section 2.6 discusses the 2016 Humboldt County EIR for the Southern Humboldt CP project, the proposed project described and analyzed in that EIR did not include proposed extensions of Garberville SD water service to Southern Humboldt CP, and the 2019 Humboldt LAFCo CEQA Addendum was not an addendum to that EIR. We therefore do not rely on the 2016 EIR for the Board's CEQA compliance for this order.

First, Garberville SD argues that the July 31, 2019 draft place-of-use map in Figure 2 should be replaced with a final map, with the entire authorized place of use shown in blue and with an updated acreage label. (GSD-12, p. 13; Garberville SD Closing Brief, p. 3.) The AHO has addressed this argument by including the final maps submitted by Garberville SD (2021-06-30 Garberville POU map – License 3404; 2021-06-30 Garberville POU map – Permit 20789)¹⁶ in the amended License 3404 and amended Permit 20789 that are attached to this order.

Second, Garberville SD argues that term 11 of draft amended License 3404 and term 12 of draft amended Permit 20789, which would limit Garberville SD's deliveries to Southern Humboldt CP to 3,000 cubic feet during a maximum of two months during any 12-month period, and to 2,000 cubic feet per month during the other months of each such period, should be deleted. (GSD-12, pp. 13-14; Garberville SD Closing Brief, pp. 3-4.)

During the hearing, Ms. Short argued that, because Humboldt LAFCo already has adopted conditions regarding the limits on Garberville SD's water service to Southern Humboldt CP, the State Water Board should focus only on the overall diversion limits in the license and the permit, and not on the amounts of water delivered to any single customer during any month. (GSD-12, p. 14.) She stated that, if some version of this term remains in the amended license and amended permit, then it should be modified to match the conditions in the district's water service agreement with the park. (*Id.*) She stated that, if the Board includes this term in the new amended license and new amended permit, then the Board should describe the process the district will need to follow to amend this condition in the future. (*Id.*)

Garberville SD's closing brief argues that "there is no need to add a condition to limit the amount of water supplied to SHCP in the GSD water rights documents" and that "GSD's choice to limit the quantity of water for service to [Southern Humboldt CP] should not

¹⁶ These two maps are in the "Hearing Documents" folder in the subfolder for Garberville GSD.

become a condition in GSD's permit or license." (Garberville SD closing brief, p. 4; see CEQA-18, p. 19.)

We disagree. The State Water Board, as a CEQA responsible agency, must consider the environmental effects described in Garberville SD's 2013 IS/MND and Humboldt LAFCo's 2019 CEQA Addendum before reaching a decision on the district's petitions. (CEQA Guidelines, § 15096, subd. (f).) The project description in Humboldt LAFCo's 2019 CEQA Addendum included the limitation on Garberville SD's potable water deliveries to Southern Humboldt CP to 2,000 cubic feet per month and the provision that the meter for these deliveries will be shut off if usage exceeds 3,000 cubic feet during any two months in any 12-month period. (CEQA-18, pp. 6-7, ¶ e.) If these limits are in place, then the district's deliveries to the park will be limited to a maximum of 26,000 cubic feet during any 12-month period (2,000 cubic feet per month x 10 months + 3,000 cubic feet per month x 2 months = 26,000 cubic feet per 12 months). This amount equals 194,494 gallons.

Without these limits, the district's 12-month deliveries to the park could be as high as 679,828 gallons, the park's total estimated annual demand stated in the 2019 CEQA Addendum. (*Id.*, pp. 18-19.)¹⁷ Annual deliveries of water to the park that exceed 194,494 gallons and might be as high as 679,828 gallons could result in environmental impacts that were not analyzed in the 2013 IS/MND or the 2019 CEQA Addendum.

Ms. Santsche testified that Humboldt LAFCo has no regulatory authority to enforce the 2,000 cubic feet per month limit and no ability to impose any fines or penalties if this limit is exceeded. (Hearing Recording - Morning 02:42:51 – 02:44:36.) There is no evidence in the administrative record that, absent this water-right license and permit term, Garberville SD would be required to limit its monthly deliveries of potable water to Southern Humboldt CP to the monthly maximum amounts in the 2019 CEQA

¹⁷ The 679,828-gallon estimate in the 2019 CEQA Addendum is based on the table of estimated post-project water demands in Humboldt County's 2016 EIR. (CEQA-9, App. G, Table 9, p. 632.) This estimate is the total of the monthly water demands listed in that table for all non-irrigation uses (baseline water use and events, camps and tournaments for Areas 1-5). (Hearing Recording - Morning 03:04:40 – 03:10:46.)

Addendum's project description. Moreover, Ms. Short's testimony and Garberville SD's closing brief indicate that, if we do not include a term with monthly delivery limits on the district's potable-water deliveries to Southern Humboldt CP in amended License 3404 and amended Permit 20789, then the district will take the position that its potable-water deliveries to the park are not subject to any monthly delivery limits. (GSD-12, pp. 13-14; Garberville SD Closing Brief, p. 4.)

It would not be appropriate under CEQA for the State Water Board to issue an order that would allow the district's potable-water deliveries to the park to exceed these monthly limits. (See *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 190, 192-193, 199-200 [water purveyor violated CEQA when it approved groundwater-pumping project with significantly higher pumping rates than those in EIR's project description]; *San Joaquin Raptor Rescue Ctr. v. County of Merced* (2007) 149 Cal.App.4th 645, 655 [county violated CEQA when it issued conditional use permit for mine that would allow substantial increases in annual production while draft EIR stated that there would not be any substantial increases in production].)

We agree with Garberville SD that, consistent with the district's service agreement with Southern Humboldt CP (and the project description in the 2019 CEQA Addendum), the term in the drafts of License 3404 and Permit 20789 that were attached to the AHO's March 30, 2021 hearing notice should be amended to add a provision that monthly deliveries may be up to 3,000 cubic feet in up to two months during any 12-month period. The AHO has made the appropriate amendments. With these amendments, Term 11 of amended License 3404 states:

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.

Term 12 of amended Permit 20789 contains similar language.

If Garberville SD and Southern Humboldt CP in the future decide to amend their water service agreement to increase the monthly amounts of potable water that the district may deliver to the park above these limits, then the district may file a petition with the Board requesting amendments to License 3404 and Permit 20789 to authorize such increases.¹⁸ If Garberville SD decides to file such a petition, then the district or Humboldt LAFCo will need to determine whether a new addendum to the 2013 IS/MND and the 2019 CEQA Addendum is appropriate, or whether a new negative declaration or EIR is necessary (See CEQA Guidelines, § 15064, subd. (b)), and the district or Humboldt LAFCo then will need to complete and certify the appropriate CEQA document before the Board may act on the petition.

Garberville SD's third argument is that the overall diversion limit of 542.2 af/yr in Term 6 of amended License 3404 and amended Permit 20789 should not be reduced to 245.5 af/yr until the Board completes the work necessary to prepare a water-right license to replace Permit 20789. (Garberville SD Closing Brief, p. 5; Hearing Recording - Morning 00:53:45 - 00:54:20).

As discussed in section 2.4, Garberville SD sent a letter to the Division in 2013, which withdrew the district's petition for extension of the December 31, 1999 beneficial-use deadline in Term 8 of Permit 20789. The district's letter stated that the maximum total amount of water diverted under License 3404 and Permit 20789 during any year between 1995 and 1999 was 80 million gallons in 1999, and that this amount was representative of the maximum amount the district would divert in future years.¹⁹ This amount equals 245.5 af/yr. The district has not filed any subsequent petition for extension of time for Permit 20789, and the district did not submit any evidence during

¹⁸ Although Water Code section 1701 refers only to an applicant, permittee, or licensee changing points of diversion, places of use and purposes of use, a Board regulation authorizes an applicant, permittee, or licensee to petition the Board for other changes in water-right license and permits. (Cal. Code Regs., tit. 23, § 791, subd. (e).)

¹⁹ The district's permittee progress report for 1999 for Permit 20789 stated that the district used 80 million gallons in 1999. (A029982, Annual Permittee Progress Reports, 1999 PROGRESS REPORT BY PERMITTEE.)

the AHO hearing that the district’s diversions ever exceeded this amount during any other year, or that they are projected to exceed this amount in the future.

Considering these facts, we conclude that it is appropriate to include the 245.5 af/yr total limit in the amended License 3404 and amended Permit 20789 that we are approving in this order. Following our adoption of this order, Garberville SD may renew its request to the Division for water-right licensing of Permit 20789.

3.3 Applicability of Cannabis Cultivation Policy to Garberville SD

Term 10 of the draft amended License 3404 and Term 11 of the draft amended Permit 20789 that were attached to the AHO’s March 30, 2021 hearing notice stated:

No water shall be diverted or used under this right for commercial and applicable personal medical use cannabis cultivation unless the water right holder is in compliance with all applicable conditions, including the numeric and narrative instream flow requirements, of the current version of the State Water Board’s *Cannabis Cultivation Policy – Principles and Guidelines for Cannabis Cultivation*.

During the AHO’s pre-hearing proceedings, Garberville SD argued that this policy is not applicable to the district. In response to this argument, the AHO added the following hearing issue:

- 3) Does part 2 of section 3 of Attachment A of the State Water Board’s *Cultivation Policy – Principles and Guidelines for Cannabis Cultivation* apply to Garberville SD?

(See section 2.8.)

The State Water Board adopted its Cannabis Cultivation Policy – Principles and Guidelines for Cannabis Cultivation (Cannabis Policy) on February 5, 2019, and the Office of Administrative Law approved this policy on April 16, 2019.²⁰ Part 2 of section 3 of Attachment A to the Cannabis Policy states:

2. **Retail Water Suppliers:** The instream flow Requirements and forbearance period listed in this section shall not apply to retail water suppliers, as defined in Section 13575 of the Water Code, whose

²⁰ A copy of this policy is in the “Administrative Record” folder, in the “Background Documents” subfolder.

primary beneficial use is municipal or domestic, unless any of the following circumstances are present:

- a. the retail water supplier has 10 or fewer customers and delivers water that is used for cannabis cultivation;
- b. the retail water supplier delivers 10 percent or more of the diverted water to one or more cannabis cultivator(s) or cannabis cultivation site(s), as established by an assessor's parcel number;
- c. 25 percent or more of the water delivered by the retail water supplier is used for cannabis cultivation; or
- d. a cannabis cultivator and the retail water supplier are affiliates, as defined in California Code of Regulations, title 23, section 2814.20.

(Cannabis Policy, p. 105, footnotes omitted, underlining in original.)

Water Code 13575, subdivision (b)(6) defines "retail water supplier" as "any local entity, including a public agency, city, county, or private water company, that provides retail water service." Garberville SD is a "retail water supplier" under this definition.

Ms. Short testified that Garberville SD has 470 water customers, that nine of these customers have "cannabis ag meters," and that 1.47 percent of the water diverted by Garberville SD during 2020 was billed to these meters. (GSD-12, p. 15.) She also testified that Garberville SD is not affiliated with any of its cannabis customers. (*Id.*)

Based on this testimony, we conclude that Garberville SD is not subject to part 2 of section 3 of Attachment A of the Cannabis Policy at this time. Thus, even though the above standard water-right license and permit term is included in the amended License 3404 and amended Permit 20789 that are attached to this order, the Cannabis Policy does not currently apply to Garberville SD.

3.4 Other Arguments

Redway CSD, Mr. Voice, Ms. Vogel and Ms. Sutton made various arguments in their closing briefs after the AHO hearing, and these parties and Garberville SD submitted comments on the AHO's draft proposed order. Those arguments are summarized in Appendix C to this order, which also contains our responses.

FIGURES AND APPENDICES

Figure 1 – General Location Map for Garberville SD Change Petitions

Figure 2 – Existing and Proposed Places of Use for Garberville SD Change Petitions

APPENDIX A – New Amended Water-Right License 3404

APPENDIX B – New Amended Water-Right Permit 20789

APPENDIX C – Summaries of Parties' Other Arguments and Board's Responses



**STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD**

DIVISION OF WATER RIGHTS

**AMENDED LICENSE FOR DIVERSION
AND USE OF WATER**

APPLICATION 9686

PERMIT 5487

LICENSE 3404

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

The State Water Resources Control Board (State Water Board) authorizes the diversion and use of water by the licensee (right holder) in accordance with the limitations and conditions stated herein **SUBJECT TO PRIOR RIGHTS**. The priority of the right confirmed by this license dates from **July 31, 1939**.

This license (right) supersedes any previously issued permit or license on **Application 9686**.

This license confirms that right holder has an appropriative right for the diversion and use of water as follows:

1. Source of water: **South Fork Eel River**
tributary to: **Eel River thence the Pacific Ocean**
within the County of **Humboldt**.

2. Location of point of diversion:

By California Coordinate System of 1983 in Zone 1	40-acre subdivision of public land survey or projection thereof	Section (Projected)*	Township	Range	Base and Meridian
North 1,922,330 feet and East 6,059,360 feet	SW ¼ of SE ¼	24	4S	3E	H

This place of use is shown on the attached map dated July 31, 2019.

5. The water appropriated under this right shall be limited to the quantity that can be beneficially used and shall not exceed **0.155 cubic foot per second** by direct diversion to be diverted from January 1 to December 31 of each year. The maximum amount diverted under this right shall not exceed **112.2 acre-feet per year**.
(0000005A)
6. The maximum amount of water diverted under this right and the right pursuant to Application 29981 shall not exceed **245.5 acre-feet per year**.
(0000005Q)
7. The maximum combined total rate of diversion under this right and the right pursuant to Application 29981 shall not exceed **0.75 cubic foot per second**.
(0000005S)
8. The equivalent of such continuous flow allowance for any 30-day period may be diverted in a shorter time provided there is no interference with other rights and instream beneficial uses and provided further that all terms or conditions protecting instream beneficial uses are observed.
(0000027)
9. Upon a judicial determination that the place of use for the right confirmed by this license or a portion thereof is entitled to the use of water by riparian right or pre-1914 appropriative right, the right so determined and the right confirmed by this license shall not result in a combined right to the use of water in excess of that which could be claimed under the larger of the two rights.
(0000021C)
10. No water shall be diverted or used under this right for commercial and applicable personal medical use cannabis cultivation unless the water right holder is in compliance with all applicable conditions, including the numeric and narrative instream flow requirements, of the current version of the State Water Board's *Cannabis Cultivation Policy – Principles and Guidelines for Cannabis Cultivation*.
(0000120)

11. 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.
12. 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.

THIS LICENSE IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. Right holder is on notice that: (1) failure to timely commence or complete construction work or beneficial use of water with due diligence, (2) cessation or partial cessation of beneficial use of water, or (3) failure to observe any of the terms or conditions of this right, may be cause for the State Water Board to consider revocation (including partial revocation) of this right. (Cal. Code Regs., tit. 23, § 850.)

(0000016)

B. Right holder is on notice that when the State Water Board determines that any person is violating, or threatening to violate, any term or condition of a right, the State Water Board may issue an order to that person to cease and desist from that violation. (Wat. Code, § 1831.) Civil liability may be imposed administratively by the State Water Board pursuant to Wat. Code, § 1055, or may be imposed by the superior court. The Attorney General, upon the request of the board, shall petition the superior court to impose, assess, and recover those sums. (Wat. Code, § 1846.)

(0000017)

C. Right holder is not authorized to make any modifications to the location of diversion facilities, place of use or purposes of use, or make other changes to the project that do not conform with the terms and conditions of this right, prior to submitting a change petition and obtaining approval of the State Water Board.

(0000018)

D. Right holder shall measure the amount of water beneficially used under this right using devices and/or methods satisfactory to the Deputy Director for Water Rights. In order to demonstrate compliance with the beneficial use monitoring requirements of this right, right holder shall provide evidence that the devices and/or methods are functioning properly, in a manner satisfactory to the Deputy Director of Water Rights, within thirty days of first use of the device and/or method, with the reports required by chapter 2.7, title 23, California Code of Regulations, and whenever requested by the Division of Water Rights.

(0000015)

E. Right holder shall comply with the reporting requirements as specified in the terms of this right or any reporting requirements by statute, order, policy, regulation, decision, judgment or probationary designation. The more stringent requirement shall control in each instance where there is conflict or inconsistency between the requirements.

Right holder shall comply with the reporting requirements of chapter 2.7, title 23, California Code of Regulations.

Right holder shall promptly submit any reports, data, or other information that may reasonably be required by the State Water Board, including but not limited to documentation of water diversion and beneficial use under this right, and documentation of compliance with the terms and conditions of this right.

(0000010)

F. Right holder shall grant, or secure authorization through right holder's right of access to property owned by another party, the staff of the State Water Board, and any other authorized representatives of the State Water Board the following:

1. Entry upon property where water is being diverted, stored or used under a right issued by the State Water Board or where monitoring, samples and/or records must be collected under the conditions of this right;
2. Access to copy any records at reasonable times that are kept under the terms and conditions of a right or other order issued by State Water Board;
3. Access to inspect at reasonable times any project covered by a right issued by the State Water Board, equipment (including monitoring and control equipment), practices, or operations regulated by or required under this right; and,
4. Access to photograph, sample, measure, and monitor at reasonable times for the purpose of ensuring compliance with a right or other order issued by State Water Board, or as otherwise authorized by the Water Code.

(0000011)

G. This right shall not be construed as conferring right of access to any lands or facilities not owned by right holder.

(0000022)

H. All rights are issued subject to available flows. Inasmuch as the source contains treated wastewater, imported water from another stream system, or return flow from other projects, there is no guarantee that such supply will continue.

(0000025)

I. This right does not authorize diversion of water dedicated by other right holders under a senior right for purposes of preserving or enhancing wetlands, habitat, fish and wildlife resources, or recreation in, or on, the water. (Wat. Code, § 1707.) The Division of Water Rights maintains information about these dedications. It is right holders' responsibility to be aware of any dedications that may preclude diversion under this right.

(0000212)

J. No water shall be diverted or used under this right, and no construction related to such diversion shall commence, unless right holder has obtained and is in compliance with all

necessary permits or other approvals required by other agencies. If an amended right is issued, no new facilities shall be utilized, nor shall the amount of water diverted or used increase beyond the maximum amount diverted or used during the previously authorized development schedule, unless right holder has obtained and is in compliance with all necessary requirements, including but not limited to the permits and approvals listed in this term.

Right holder shall prepare and submit to the Division of Water Rights a list of, or provide information that shows proof of, attempts to solicit information regarding the need for, permits or approvals that may be required for the project. At a minimum, right holder shall provide a list or other information pertaining to whether any of the following permits or approvals are required: (1) lake or streambed alteration agreement with the Department of Fish and Wildlife (Fish & G. Code, § 1600 et seq.); (2) Department of Water Resources, Division of Safety of Dams approval (Wat. Code, § 6002); (3) Regional Water Quality Control Board Waste Discharge Requirements (Wat. Code, § 13260 et seq.); (4) U.S. Army Corps of Engineers Clean Water Act section 404 permit (33 U.S.C. § 1344); and (5) local grading permits.

Right holder shall, within 30 days of issuance of any permits, approvals or waivers, transmit copies to the Division of Water Rights.

(0000203)

- K. Urban water suppliers shall comply with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.). An “urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. All Urban Retail Water Suppliers shall comply with the provisions of Division 6, Part 2.55 (commencing with Chapter 9, section 10609.20) and Part 2.6 (commencing with Chapter 3, section 10608.34) of the Water Code. An “urban retail water supplier” means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

Agricultural water users and suppliers shall comply with the provision of Division 6, Part 2.55 of the Water Code and the Agricultural Water Management Planning Act (Water Code, § 10800 et seq.). An “agricultural water supplier” means a supplier, either publicly or privately owned, providing water (excluding recycled water) to 10,000 or more irrigated acres, including a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.

(0000029D)

- L. Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine all rights and privileges under this right, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method

of diversion of said water.

(0000012)

M. The quantity of water diverted under this right is subject to modification by the State Water Board if, after notice to right holder and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

N. This right does not authorize any act which results in the taking of a candidate, threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) or the federal Endangered Species Act (16 U.S.C. § 1531 et seq.). If a "take" will result from any act authorized under this right, right holder shall obtain any required authorization for an incidental take prior to construction or operation of the project. Right holder shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this right.

(0000014)

This right is issued, and right holder is subject to the following provisions of the Water Code:

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

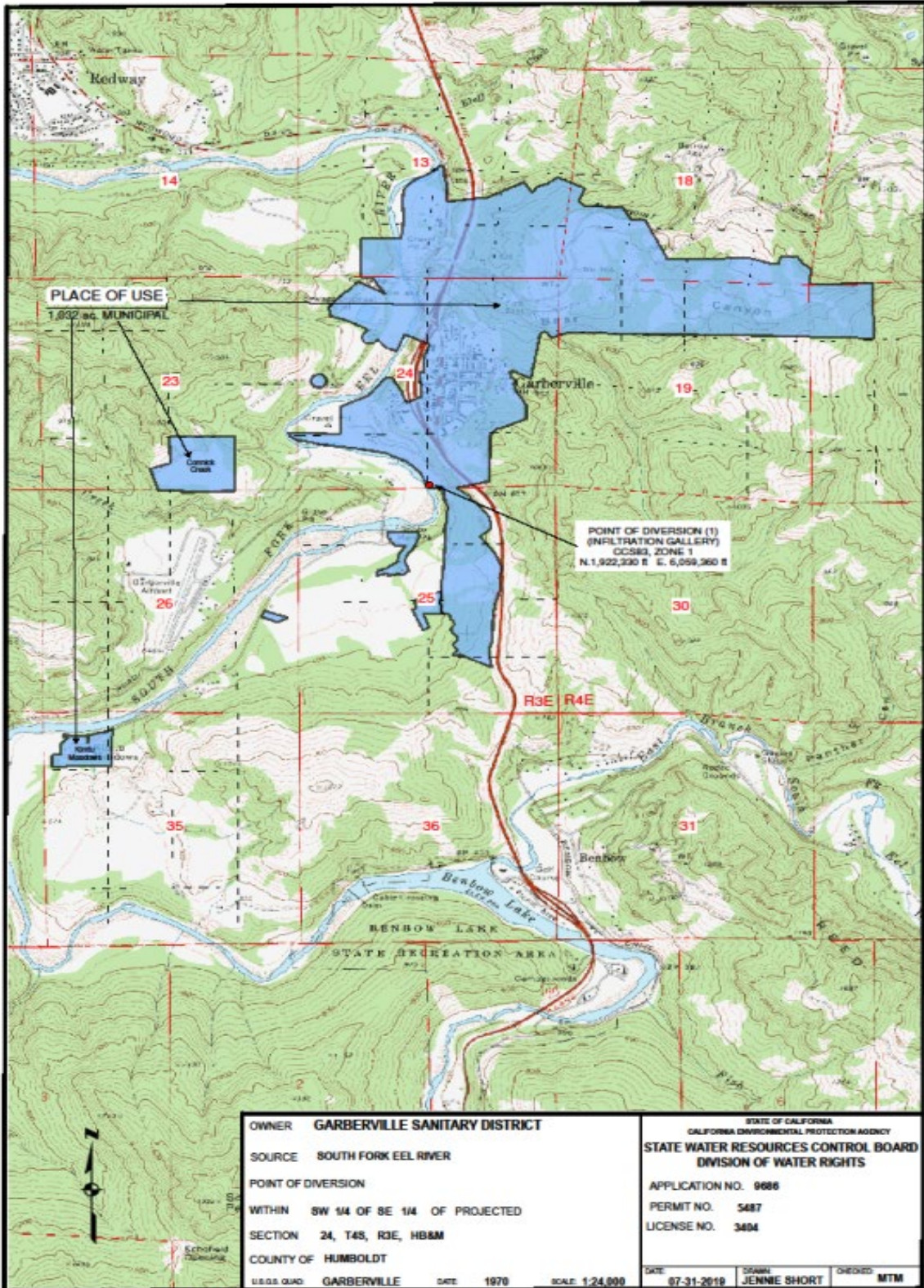
Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

STATE WATER RESOURCES CONTROL BOARD

*Erik Ekdahl, Deputy Director
Division of Water Rights*

Dated:



OWNER	GARBERVILLE SANITARY DISTRICT	STATE OF CALIFORNIA CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
SOURCE	SOUTH FORK EEL RIVER	STATE WATER RESOURCES CONTROL BOARD DIVISION OF WATER RIGHTS
POINT OF DIVERSION		APPLICATION NO. 9686
WITHIN	SW 1/4 OF SE 1/4 OF PROJECTED	PERMIT NO. 5487
SECTION	24, T4S, R3E, HB&M	LICENSE NO. 3404
COUNTY OF	HUMBOLDT	
U.S.G.S. QUAD	GARBERVILLE	DATE
		1970
		SCALE
		1:24,000
		DATE
		07-31-2019
		DRAWN
		JENNIE SHORT
		CHECKED
		MTM

Note: This map does not constitute a public land survey as defined by California Business & Professions Code section 8726. It has been prepared for descriptive purposes only.

APPENDIX C

Summaries of Parties' Other Arguments and Board's Responses

The parties' closing briefs to the AHO and their comments on the AHO's draft proposed order contain various arguments that are not discussed in the body of this order. The following paragraphs contain summaries of these arguments and the Board's responses.

1. In their closing briefs to the AHO, Redway CSD, Mr. Voice and Ms. Vogel argued to the AHO that, before Garberville SD provides potable-water service to Southern Humboldt CP, the district should annex the park to the district's service area. (7021-07-09 Redway CSD Closing Brief, p. 2; 7021-07-09 E. Voice Closing Brief²¹, p. 5; KV-3, pp. 2-3.)

Response: This was an issue for Humboldt LAFCo to decide. (See Gov. Code, § 56133.) Humboldt LAFCo's decision on this issue does not affect the State Water Board's analyses under the Water Code of Garberville SD's petitions to change License 3404 and Permit 20789.

2. Mr. Voice argued to the AHO that the amounts of potable water that Garberville SD delivers to Southern Humboldt CP may exceed the 2,000 and 3,000 cubic feet per month amounts in the 2019 CEQA Addendum, and could be as high as 679,000 gallons per year, unless the State Water Board includes appropriate terms in License 3404 and Permit 20789. (E. Voice Closing Brief, pp. 5-6.)

Response: We have addressed this issue with Term 11 in amended License 3404 and Term 12 in amended Permit 20789. (See section 3.2)

3. Mr. Voice and Ms. Sutton argued to the AHO that the CEQA process for Garberville SD's petitions to change License 3404 and Permit 20789 was "piecemealed,"

²¹ Mr. Voice submitted two documents labeled "closing brief". This order cites the version with the later date, with the filename "2021-07-09 E. Voice Final Final Closing Brief from AHO Hearing June 15, 2021".

confusing, incomplete and inadequate. (E. Voice Closing Brief, pp. 3-4; L. Sutton Closing Brief, p. 5.)

Response: Section 2.7 discusses Garberville SD's 2013 ID/MND, Humboldt County's 2016 EIR, and Humboldt LAFCo's 2019 CEQA Addendum. While this CEQA history is complicated, Garberville SD's 2013 IS/MND and Humboldt LAFCo's 2019 CEQA Addendum together satisfy the applicable CEQA requirements for Garberville SD's petitions to change License 3404 and Permit 20789. As a CEQA Responsible Agency, the State Water Board may use these CEQA documents for the Board's CEQA compliance for this order. (See CEQA Guidelines, § 15096, subd. (e) & (f).)

4. Redway CSD, Mr. Voice and Ms. Sutton made several other arguments to the AHO in their closing briefs.

Response: These other arguments concern issues that are not relevant to the Board's order on Garberville SD's petitions to change License 3404 and Permit 20789. We do not address these other arguments this order.

5. Garberville SD's comments on the AHO's draft proposed order include a graph of the annual diversions by the district and the Garberville Water Company and note that the annual diversions in many years exceeded the 10-year average of 168.23 af/yr and the 180.19 af/yr maximum for 2010-2020 that was discussed in footnote 18 in the draft proposed order. The district argues that the lower diversion amounts during 2010-2020 are the results of tank repairs, increased water rates and water conservation efforts, and that it is "quite misleading" for the order to refer to these numbers while ignoring the higher annual diversions that occurred before 2010. (2021-11-30 Garberville SD comments, p. 2.) Garberville SD requests that the State Water Board "move forward with converting our permit to a license with a total limit of 245.5 af/year." (*Id.*)

Response: The AHO deleted footnote 18 of the draft proposed order before preparing the proposed order it transmitted to the Board. After we adopt this order, Garberville SD may renew its request to the Division to process the district's request to license Permit 20789. During the licensing process, the district may present its data and arguments regarding the amounts of its historical diversions and the

amounts saved through water-conservation actions. We express no opinion in this order regarding what annual diversion limit should be specified in the new water-right license that will supersede this permit.

6. Redway CSD's comments on the AHO's draft proposed order raised concerns about "the organization structure and the transparency of the entity operating the [Southern Humboldt] CP as its Board of Directors. (2021-11-29 Redway CSD comments, p. 1.)

Response: These issues are not within the purview of the State Water Board

7. Redway CSD's comments on the AHO's draft proposed order expressed concerns that Southern Humboldt CP will "exceed the allocated volumetric usage" and "will not have regulatory practices in place, which are necessary to enforce volumetric limitations," and, as a result, Redway SCD's operations could be adversely affected. (*Id.*, pp. 1-2.)

Response: As discussed in section 3.2, term 11 of amended License 3404 and term 12 of amended Permit 20789 will limit the amounts of water Garberville SD may divert under this license and this permit and deliver to Southern Humboldt CP. These terms will require the district to include a table in each annual report it files with the Division that lists the amounts of monthly deliveries to the park. The district's representative that files each annual report will need to declare, under penalty of perjury, that the statements in the report are correct. If any report is not correct or shows any that the district's deliveries to Southern Humboldt CP exceeded any of the applicable delivery limits, then the Division may bring an appropriate enforcement action.

8. Ed Voice's comments on the AHO's draft proposed order state that Garberville SD's "change petition is built on the false premise that the Park had a historical water service connection with GSD." (2021-12-01 E. Voice comments, p. 1, ¶ 1.)

Response: This order does not contain any findings on this issue, and it is not necessary for us to address this issue in this order.

9. Mr. Voice's comments express concerns that the Southern Humboldt CP may use the potable water that Garberville SD delivers to the park throughout the park's 400

acres, and not just on the 18 acres within the park that will be added to the authorized places of use in License 3404 and Permit 20789. (*Id.*, pp. 1-2, ¶¶ 2-6.)

Response: The AHO added a new term 12 to amended License 3404 to address this issue. It states:

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.

The AHO added a new term 13 to amended Permit 20789, which contains similar language. These new terms are appropriate to require Garberville SD to demonstrate that it and Southern Humboldt CP are complying with the place-of-use provisions of License 3404 and Permit 20789, especially considering the district's past violations of these provisions. (See sections 2.3 and 2.5.)

10. Mr. Voice's comments refer to some of his prior e-mails to the AHO and his closing brief, and assert that representatives Garberville SD and Southern Humboldt CP made misstatements, and that the State Water Board should address "perjury under sworn testimony." (*Id.*, p. 3, ¶ 9.)

Response: The AHO hearing officer reviewed Mr. Voice's arguments and assertions and concluded that they all concerned issues that the State Water Board does not need to resolve in this order. We agree with the AHO hearing officer's conclusion.

11. Kristen Vogel's comments on the AHO's draft proposed order assert that there has been considerable community opposition to proposed re-zoning of the Southern Humboldt CP that would have opened the park up to activities that would adversely affect nearby neighborhoods and the Town of Garberville. Her comments state concerns about "high decibel noise" and traffic and parking problems. (2021-12-01 K. Vogel comments, pp. 1-2.)

Response: The comments and policy statements in the administrative record indicate substantial support for the Board's granting Garberville SD's petitions to

change License 3404 and 20789, which support our conclusion that granting the petitions would be in the public interest. (See section 3.1.3.) We defer to the local agencies with regulatory authority over land-use and related issues to address the noise, traffic and parking issues raised by Ms. Vogel's comments.

12. Ms. Vogel's comments state the concern that Southern Humboldt CP may circulate water it receives from Garberville SD throughout the 400-acre park. (2021-12-01 K. Vogel comments, p. 2.)

Response: As discussed above, the AHO added a new term 12 to amended License 3404, and a new term 13 to amended Permit 20789, to address this issue.

13. Ms. Vogel's comments raise the issue of the employment relationship between Ms. Short and Garberville SD. (*Id.*, p. 2.)

Response: It is not necessary for this order to address this issue.

14. Ms. Sutton's comments on the AHO's draft proposed order state concerns about whether Garberville SD will comply with the limitations in License 3404 and Permit 20789 on the amounts of water Garberville SD may deliver to Southern Humboldt CP and on the places where the park may use this water. (2021-11-30 L. Sutton comments, pp. 1-2.)

Response: As discussed above, term 11 of amended License 3404 and term 12 of amended Permit 20789 specify the maximum amounts of water diverted under this license and this permit that Garberville SD may deliver to Southern Humboldt CP, and term 12 of amended License 3404 and term 13 of amended Permit 20789 address the place-of-use issue.

15. Ms. Sutton's comments also raise concerns about the potential impacts on Redway CSD.

Response: Those potential impacts are discussed in section 3.1.1.

Recording Requested by
Douglas A. Ingold
After Recording return to
Douglas A. Ingold
P.O. Box 715
Garberville, CA 95542

2010-22217-9
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by LAMPORT
Rec Fee 37.00
Add Names 2.00
Clerk: MM Total: 39.00
Oct 8, 2010 at 12:26
CONFORMED COPY

**AGREEMENT BETWEEN GARBERVILLE SANITARY DISTRICT
AND PROPERTY OWNERS SERVED BY A WATERLINE CONSTRUCTED BY
CONNICK CREEK ASSOCIATION**

The parties to this agreement are the Garberville Sanitary District (District) and Gary Mason and Krista Mason, husband and wife, Young Jacobsen, Kenneth Bullock, Peter Connolly and Deborah Connolly, husband and wife, Timothy Shaskan, Wade Trabue and Ronda Trabue, husband and wife, and Donna Dae Brisbin, Trustee of the Brisbin Family trust U/T/D April 6, 1984.

The agreement is binding on and inures to the benefit of the parties and the successors of the parties.

1. On October 9, 1997 the District entered into an agreement (the Original Agreement) with an unincorporated association known as the Connick Creek Association (the Association) for the purpose of providing water to eight parcels of land within a subdivision located outside the boundaries of the District as it existed at that time. The Original Agreement was recorded in Humboldt County records on February 2, 1998 as document number 1998-2664-11 and was binding on the District, the Association and on the owners of the parcels involved.

2. Under the terms of the Original Agreement, among other things, the Association constructed, and today, owns and maintains a water line that runs between the District's terminus as described in the Original Agreement to eight separate parcels which bear Assessor parcel - numbers 222-156-014-000, 222-156-015-000, 222-156-0160-000, 222-156-017-000, 222-156-018, 222-156-019-000, 222-156-020-000 and 222-156-021-000. In addition to the eight parcels within the subdivision, one other parcel bearing Assessor Parcel number 222-156-012-000 receives District water from the facilities governed by the Original Agreement. The parties to this agreement, other than the District, are the owners of the nine parcels described in this paragraph and they now receive, or could receive, water from the District pursuant to the Original Agreement.

3. Under the terms of the Original Agreement, one meter measures the water leaving the District and entering the waterline constructed by the Association. The responsibility lies with the Association and the individual owners to agree and arrange among themselves for payment to the District for the water used. The purpose of the Present Agreement is to amend the Original Agreement so that each parcel is metered separately and each owner is personally responsible for the water used on his or her parcel and the costs associated therewith.

The parties, therefore, agree as follows:

4. The District agrees to install a meter at each individual property at a location mutually agreeable to the District and the property owner. The owners grant to the District the right of ingress and egress for the purposes of installing, inspecting, repairing, removing, replacing and reading the meters including the cost, if any, of modifying the Association line so that a meter can be installed. The District will own the meters and each property owner will be billed separately for the cost of the meter and its installation, for the water entering the owner's parcel, the owner's pro rata share of the cost of water lost through leaks in the Association waterline and for all direct and indirect costs incurred by the District pursuant to carrying out the terms of this Present Agreement and the Original Agreement including the costs of reading, inspecting, maintaining and replacing meters. The property owners acknowledge that it is the understanding and intent of the parties that all costs incurred by the District in relation to providing water service to the properties will be passed on to the property owners.

5. The District is not responsible for inspecting, maintaining or repairing the Association waterline or the line from the individual meter onto the individual property. The property owners are responsible for the Association line, and the individual property owner is responsible for the individual line from the meter on to his or her own property. With the intent of reducing water waste, the District reserves the right to terminate service to an individual property owner if the individual line is not adequately maintained, and to discontinue service to all property owners if the Association line is not adequately maintained and significant amounts of water are being lost. Such terminations may be made by the District after a 24 hour notice by the District to the owners of the parcel or parcels affected. The District may hand-deliver the notice to the property owner, send it by mail or post it at the meter of the affected property. Each property owner is responsible for providing and maintaining a current address with the District.

6. By signing this agreement each property owner acknowledges that he or she has received a copy of the District's water ordinance and water rate structure. The owner agrees to be bound by all terms and conditions of these documents including the right of the District to discontinue service to any customer who fails to pay all charges billed by the District or fails to comply with any other term or condition in the ordinance or this agreement.

7. Except as modified by this agreement, the Original Agreement remains in full force and effect.

8. This agreement will be recorded in Humboldt County records and is binding on the parties, their successors and assigns. It may be amended only by a writing signed by the District or its successor and all then owners of the properties involved.

9. Of the persons who own the nine parcels, only seven intend to hook up at the present time. They are Gary Mason and Krista Mason (222-156-018-000), Kenneth Bullock (222-156-014-000), Young Jacobson (222-156-020-000), Wade Trabue and Ronda Trabue 222-156-017-000, Timothy Shaskan (222-156-021-000) and Donna Dae Brisbin, Trustee (222-156-012-000) two meters. The parties understand that only those persons actually receiving metered water will receive statements from the District and the statements will reflect not only the owner's personal water use but also their share of the District's costs and the cost of water lost in the Association line.


10. All parcels whose owners are parties to this agreement are entitled to be connected to the system when the owners choose to do so. Their service will be metered and the application fees charged will be those that are current at the time the application is made.

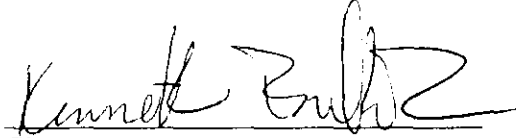
Entered into in Humboldt County, California on October 4, 2010.

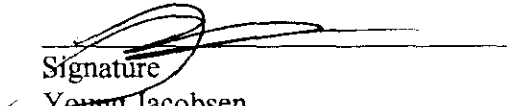
Garberville Sanitary District

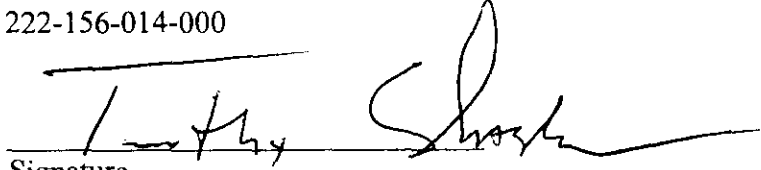
by 
P.O. Box 211, Garberville, CA 95542 by Mark Bryant, its Chief Administrative Officer

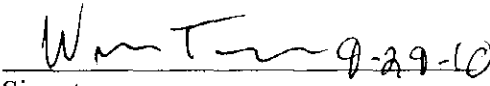
Property Owners



Signature
Donna Dae Brisbin, Trustee
222-156-012-000


Signature
Kenneth Bullock
222-156-014-000


Signature
Young Jacobsen
222-156-015, 016 and ,020-000


Signature
Timothy Shaskan
222-156-021-000


Signature
Wade Trabue
222-156-017-000


Signature
Ronda Trabue

Gary Mason

Signature
Gary Mason

222-156-018-000

Peter Connolly

Signature
Peter Connolly

222-156-019-000

Krista Mason 8-25-10

Signature
Krista Mason

Deborah Connolly 9-29-10

Signature
Deborah Connolly

ACKNOWLEDGMENT

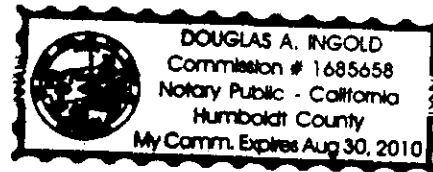
State of California
County of Humboldt

On March 25, 2010, before me, DOUGLAS A. INGOLD, Notary Public, personally appeared YOUNG JACOBSEN 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, 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.

Signature Douglas A. Ingold (Seal)



ACKNOWLEDGMENT

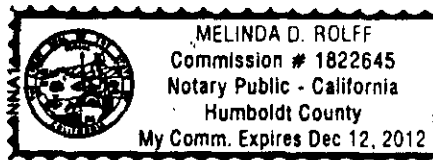
State of California
County of Humboldt

On April 5, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Timothy Shaskan 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, 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.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

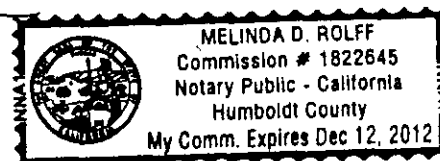
State of California
County of Humboldt

On May 25, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Kenneth Bullock 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, 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.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

State of California
County of Humboldt

On June 11, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Donna Dae Brisbin 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, 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.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

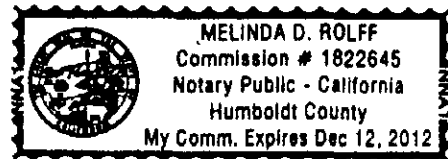
State of California
County of Humboldt

On June 22, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Peter Connolly 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, 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.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

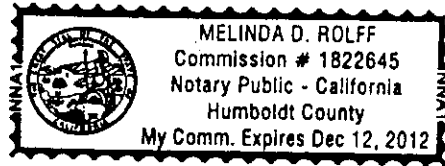
State of California
County of Humboldt

On July 2, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Gary Mason 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, 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.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

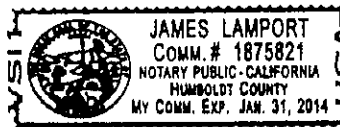
State of California
County of Humboldt

On AUGUST 25, 2010, before me, JAMES LAMPORT, Notary Public, personally appeared KRISTA MASON 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, 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.

Signature James Lamport (Seal)
JAMES LAMPORT



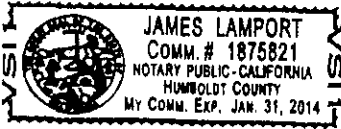
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County of Humboldt }

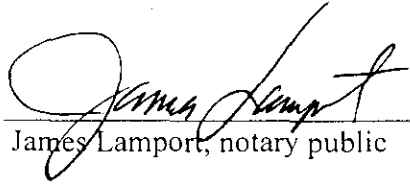
On September 29, 2010 before me, James Lamport, notary public, personally appeared
WADE TRABUE and RONDA TRABUE,
who proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
authorized capacities, and that by their signatures on the instrument the persons, or the entity on
behalf of which the persons 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.

(Seal)




James Lamport, notary public

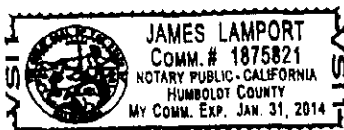
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County of Humboldt }

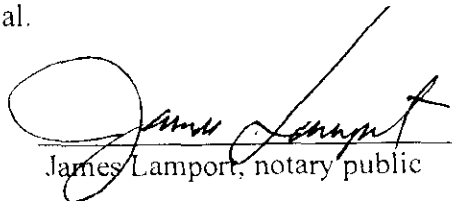
On September 29, 2010 before me, James Lamport, notary public, personally appeared
DEBORAH CONNELLY,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity on
behalf of which the person 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.

(Seal)




James Lamport, notary public

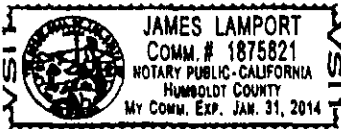
State of California }
County of Humboldt }

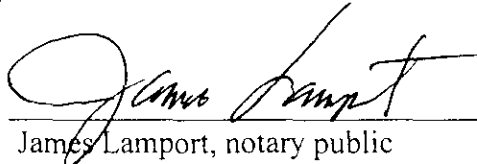
On October 4, 2010 before me, James Lamport, notary public, personally appeared
MARK BRYANT,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity on behalf
of which the person acted, executed the instrument.

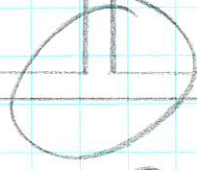
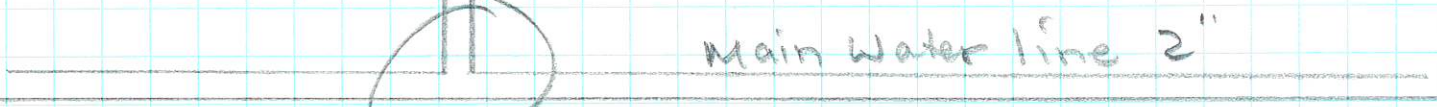
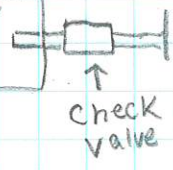
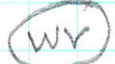
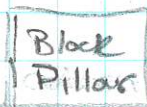
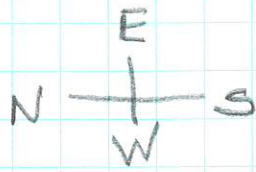
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)




James Lamport, notary public



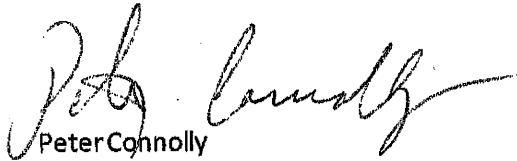
Garberville Sanitary District

P.O.Box 211

Garberville, Ca. 95542

March 24 2022

I'm writing to request the GSD return the deposit of \$8000.00 which was made In August of 2021 for a second meter to 10 Kadin way. The second meter is no longer needed at this time. Thank you for your time, Peter Connolly.



Peter Connolly

Garberville, California. 95542.

Garberville Sanitary District

P.O.Box 211

Garberville, Ca. 95542

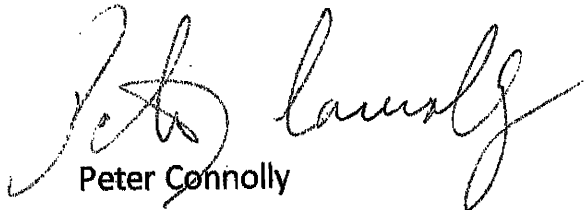
March 22, 2022

I am writing this note to ask for relief on my water bill. On December 16th I turned off my water meter because there was a leak and a large loss of water somewhere on the line. I received my January water bill and it showed 100 units used at the sum of \$1009.00. I checked the meter and that was the reading.

I don't know what the answer is, but I did not use any water, there was no way anybody could have taken the water so it could only be something with the meter. The only thing I can think of is when I turned off the meter and turned my spring line back on that it somehow moved the wheel on the meter.

I would appreciate if the GSD would reverse the \$1009.00 from my bill.

Thank you for time.


Peter Connolly



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

WILL SERVE AGREEMENT---COMMERCIAL CANNABIS USE

Name on Application: Peter Connolly
Business Name if Different: PD CON Enterprises, LLC
APN# 222-156-019 Type of Business: Cannabis
Property Address: Connick Creek Road
Contact Information:
Email Address:
Mail Address:

Permit# Not Assigned Yet
GSD Application#Cannabis-21-004


Garberville Sanitary District agrees to provide water for APN#222-156-019 as long as \$1,000 handling fee is paid, along with current connection fee. We will not serve water to this property if owner uses unapproved alternative water sources or violates the terms of the cannabis application and this "Will-Serve" letter.

All District ordinances and policies will be complied with, along with a site visit and inspection from the General Manager or designee but if an inspection is not completed, water will not be provided to this address.

Additional Requirements:

- ① Existing water Meter must be used for Residential water use only
- ② Additional water meter is required for Cannabis cultivation along with new connection fee
- ③ All terms of the Will-Serve Application must be adhered to.

Please contact Garberville Sanitary District for questions or clarification.

Ralph Emerson

General Manager
Garberville Sanitary District

Date: 2/20/2021





GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM

Meeting Date: May 24, 2022
 To: Garberville Sanitary District Board of Directors
 From: Jennie Short, Consultant Project Manager
 Subject: 2021 Annual Water Source Capacity Report

The 2021 Annual Water Source Capacity Analysis Report will be presented at the May 24th Board meeting. This report is based upon a calendar year, not a fiscal year or water year.

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.

The following table lists various projects that have been approved by GSD within the last few years and were connected to the system during 2021. It details the type of development and the annual water consumed by those customers in 2021. These consumption amounts are already included in the total water sold and diverted for 2021.

Table 1. Approved Projects that were Connected in 2021

APN	Description	Actual 2021 Consumption (Gallon/year)	Conn Fee Paid?	In IS/MND?
032-011-029	Humboldt County Mini-Complex	12,716	N/A	Existing
222-156-019	Ag Meter - Connolly	145,672	Yes	Y
222-156-019	SFR - Connolly	70,500	N/A	Y
223-171-001	Jomra Kan - Expansion + Ag Meter	50,116	Yes	Y
	Total for Table	279,004		

The table below lists the projects that do or could have an effect on the water consumption. They have been approved by the District but have yet to be connected to the District's water system.

Table 2. Projects Approved by District with potential water use increase - unconnected as of December 31, 2021

APN	Development Description	Estimated Future Consumption (gallon/year)	Conn Fee Paid?	In IS/MND?
032-044-008 & 09	Bank Remodel + 3 connections	211,500	Partial	Existing
222-156-015	Ag Meter - Jacobsen	499,000	N	Y
032-034-001	Remodel kitchen for new restaurant	89,012	N/A	Existing
223-191-001	Demo and Rebuild SFR	No Change	N/A	Existing
223-191-002	Ag meter - Alban	59,840	Yes	Existing
223-191-010	Ag Meter - J/A Clary	72,000	No	Existing
223-191-005	Ag Meter - A Clary	0	No	Existing
	Total for Table	931,352		

The following table lists some projects that are still in the planning phases for their total development type, needed off-site infrastructure, and associated water consumption estimates. Some are still in the preliminary stages of development, so the specific amount of water consumption is not listed in the table if it has yet to be determined or a very rough estimate is included that may end up changing before the project is fully approved by the Board. These projects have yet to be approved with a specific water consumption amount from GSD.

Table 3. Projects Under Consideration

APN	Potential Development Description	Estimated Future Consumption (gallon/year)	Conn Fee Paid?	In IS/MND?
032-091-014	New Hospital at CR site	4,763,250	No	Existing
032-141-010	SoHum Inn: 17 Unit Hotel with Cannabis Dispensary	448,800	No	Y
222-091-015	SHCP	180,000	N/A	Y/Add
	Total for Table	5,392,050		

Table 4 lists those APNs with a brief description of the type of future development that could theoretically occur on the parcel and estimates the future potential water consumption. None of these parcels have indicated that this potential development will actually occur in the near future, or ever, but the water is “allocated” so that their right to develop in this manner and have water service is generally reserved.

Table 4. Potential Future Development within POU - Unconnected as of 12/31/20

APN	Potential Development Description	Estimated Future Consumption (gallon/year)	Conn Fee Paid?	In IS/MND?
032-011-010	SFR	70,500	N	Y
032-042-017	Commercial	177,500	N	Y
032-102-028	SFR	70,500	N	Y
032-111-019	Burn Down; 821 Locust St.	70,500	N/A	Existing
032-121-019	Commercial	177,500	N	Y
032-121-020	Commercial	177,500	N	Y
032-171-022	SFR	70,500	N	Y
032-171-023	SFR	70,500	N	Y
032-171-024	SFR	70,500	N	Y
032-211-003	HOZ/Second Dwellings	65,465	N	Y
032-211-010	HOZ/Second Dwellings	65,465	N	Y
032-211-012	HOZ/Second Dwellings	65,465	N	Y
032-211-015	HOZ/Second Dwellings	65,465	N	Y
032-211-018	SFR + HOZ/Second Dwellings	135,965	N	Y
032-211-021	SFR + HOZ/Second Dwellings	135,965	N	Y
032-211-034	SFR + HOZ/Second Dwellings Was 032-211-014	135,965	N	Y
032-231-016	RESIDENTIAL	70,500	N	Y
032-231-028	RESIDENTIAL	70,500	N	Y
032-231-043	RESIDENTIAL	70,500	N	Y
032-231-045	Has Shops	177,500	N	Y
032-231-053	RESIDENTIAL	70,500	N	Y
032-231-054	RESIDENTIAL	70,500	N	Y
032-231-056	RESIDENTIAL	70,500	N	Y
222-091-011	3 SFR (4th Connected 2019)	211,500	N	Y
223-061-025	SFR (was APN 222-156-012)	70,500	N	Y
223-061-034	HOZ/Second Dwellings	65,465	N	Y
223-171-007	COMMERCIAL	177,500	N	Y
223-181-012	RESIDENTIAL	70,500	N	Y
223-181-017	RESIDENTIAL	70,500	N	Y
223-181-020	RESIDENTIAL	70,500	N	Y
223-181-031	HOZ/Second Dwellings	65,465	N	Y
223-181-043	HOZ/Second Dwellings	65,465	N	Y
223-181-044	HOZ/Second Dwellings	65,465	N	Y
223-183-010	RESIDENTIAL	70,500	N	Y
	Total for Section	3,229,115		

Table 5 summarizes the totals from each table and shows the calculations for how the remainder of the 80M gallon allotment is categorized.

Table 5. Total Estimated Annual Water Diversion Needs

DESCRIPTION	AMOUNT GALLONS PER YEAR
1977 - 2021 average water diversion	61,118,711
Undeveloped and under-developed (Table 5)	3,229,115
Approved Projects unconnected as of 12/31/21 (Table 3)	931,352
Total estimated annual water diversion needed to meet existing commitment	65,359,527
Available from 80M Gallon Allotment	14,640,473
Buffer for Annual Variation	- 5,000,000
Available for future development	9,640,473

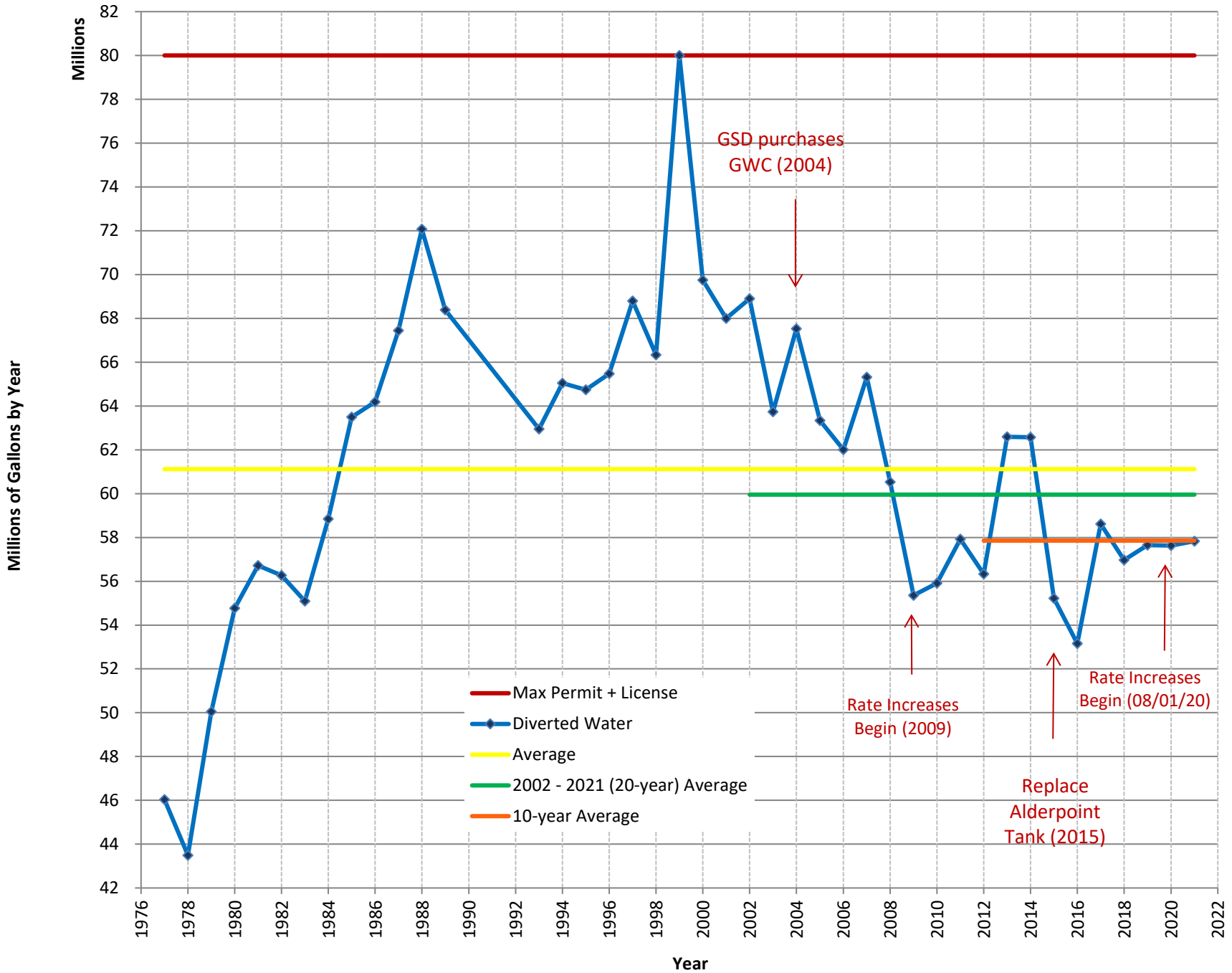
After evaluating the capacity of each water source, the water diversions over the past 40 years, the future development potential within the place of use, and the projects approved and under consideration, there are adequate water sources to serve all these purposes as well as possible additional development within the place of use or future annexations to the place of use and jurisdictional boundary.

Projects under “consideration” **could total 14,640,473 gallons per year** and still stay under the 80 million gallon maximum. Some cushion should be maintained, as this analysis is based upon AVERAGE annual flows. Reserving 5,000,000 gallons as a conservative buffer still leaves **9.6M gallons of available water capacity per year** that could be diverted and sold to projects currently under consideration and/or unidentified future projects. If all the projects under consideration were approved at the currently estimated consumption levels, then **4.2M gallons of available water capacity per year** would remain (9,640,473 - 5,392,050). The Board is considering a policy that limits this available water capacity to projects other than cannabis cultivation. That would minimize any additional cannabis cultivation projects within the District and limit future projects to residential and smaller commercial projects.

ATTACHMENTS

Graphs 1 through 3
Full Report available on the GSD Website

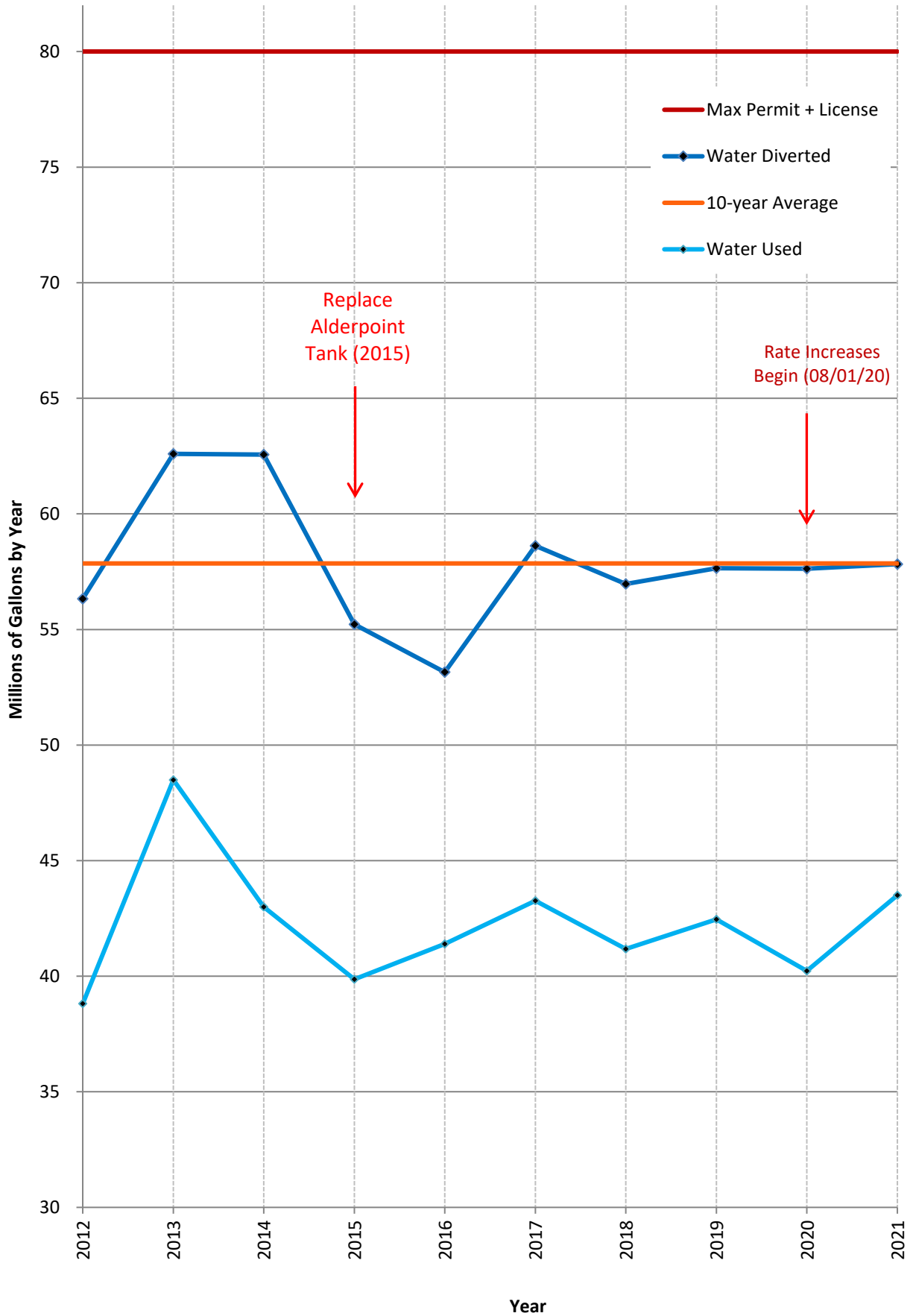
Summary by Year of Water Diversion Reported



Graph 1

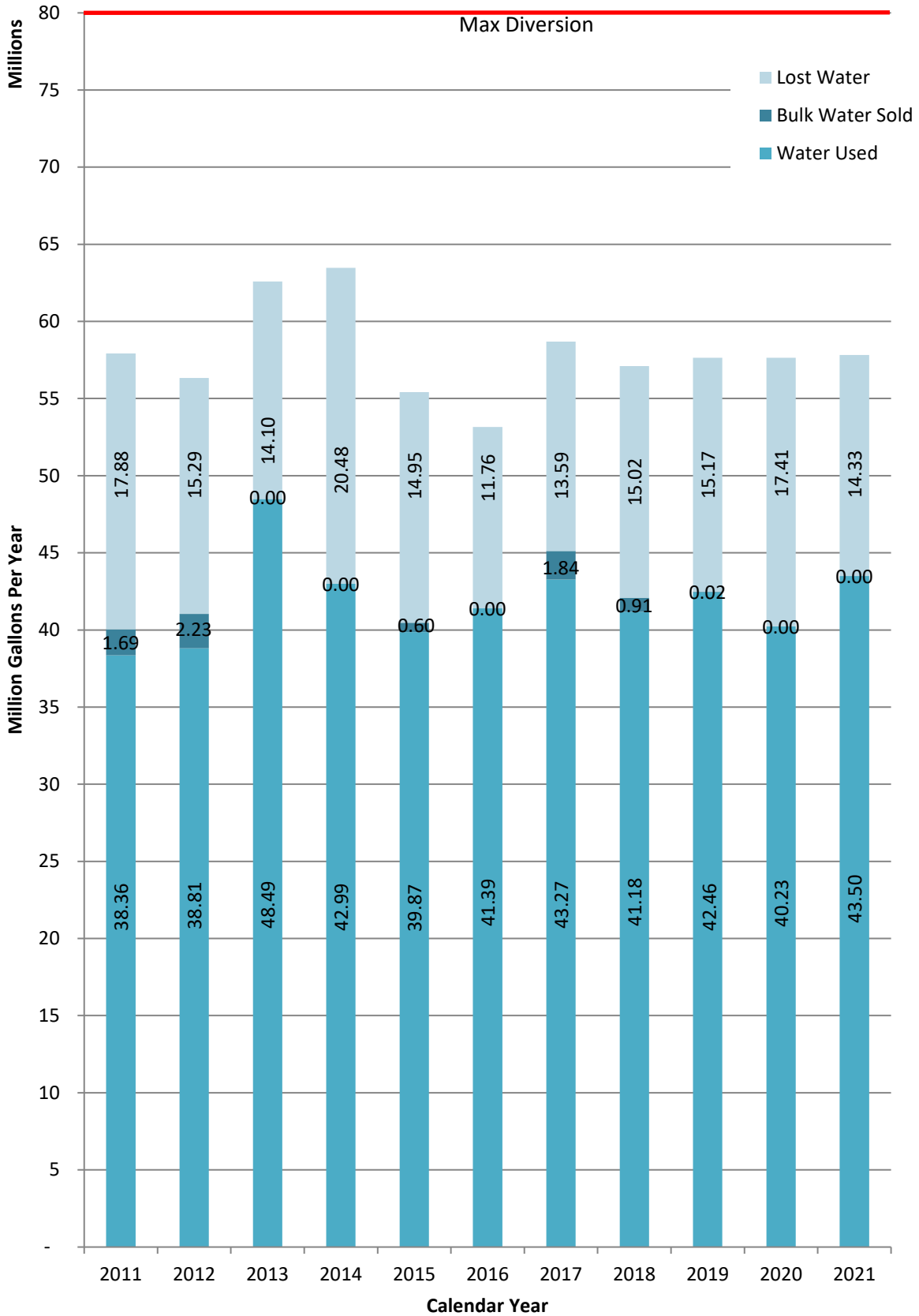
Summary by Year of Water Diversion Reported

Graph 2



Water Uses by Calendar Year

Graph 3



Sec 7.6 Cross-Connection.

1. Purpose:

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

2. Responsibility:

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

3. Requirements:

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

Adopted 3/22/16

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

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

Sec 7.9 Back Flow Protection.

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

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

3. **Water User’s Responsibility:**
 - a. The water user is responsible for installation, testing and repair of cross-connection devices, when such devices are deemed necessary by the District or State Department of Health.
 - b. To advise the District of any and all conditions which may require cross-connection protection, including, but not limited to:
 1. Handling of chemicals that could contaminate the District’s water system.
 2. Operation of a fire protection system that is or can be connected to the water system.
 3. Irrigation systems in which chemicals or unapproved water may be introduced.
 4. Any unapproved water source on the premises.
 5. Use of reclaimed water on the premises. Pumping of hazardous materials

3.A Fire-Flow Requirements:

- a. **When Fire-Flow is required for any project, it will be inspected by General Manager or designee and a plan will be presented to provide water for the Project.**

- b. **A backflow device will be required for all systems which require Fire-Flow water and a new service will be required with associated connection to main water line**

- c. **The applicant will be required fill out application and pay a new \$8,000 connection fee before service will be provided.**

- d. **The Customer will have a monthly service charge with minimum base rate**
- e. **The Customer will be required to have annual back-flow testing done by certified tester (at owners expense) and results provided to GSD, before September of each year. (Refer to Sec 4.b) below.**
- f. **If Customer does not have this testing done, GSD will have back-flow device tested and send customer a separate invoice for staff time and for the testing companies expense.**

4. Backflow Prevention Assemblies:

- a. Only backflow prevention assemblies which have been approved by Garberville Sanitary District shall be acceptable for installation by a water user. A list of approved backflow prevention assemblies will be provided upon request to any affected customer. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, title 17. Location of the assemblies shall be as close as practical to user's connection. The Garberville Sanitary District shall have final authority in determining the required location of a backflow prevention assembly.
- b. Testing of backflow assemblies shall be conducted only by certified testers and testing will be responsibility of water user. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. More frequent testing may be required if deemed necessary by the Garberville Sanitary District. No assembly shall be placed back in service unless it is functioning as required. These assemblies shall be serviced, overhauled or replaced whenever they are found to be defective all costs of testing, repairs and maintenance shall be borne by the water user. Approval must be obtained from the Garberville Sanitary District prior to removing, relocating or replacing a backflow prevention assembly. **All repairs and testing results must be given to GSD prior to September of every year or customer will be charged for GSD to have testing done.**
- c. Water service termination will occur when there is a clear and immediate hazard to the potable water supply that cannot be immediately abated. Conditions that would require immediate water termination but are not limited to only these conditions are:
 - 1. Refusal to install or test a backflow prevention assembly, or to repair or replace a faulty backflow assembly.
 - 2. Direct or indirect connection between the public water system and a sewer line.
 - 3. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
 - 4. Notification will be given when termination of water service is required and water service will be denied until the backflow prevention assembly is working correctly, approved by certified tester and Garberville Sanitary District. The water user will be required to pay for any GSD staff time and for the certified tester before water service continues.

Sec 14.5 Drought Contingency Plan.

During drought conditions as identified by the State of California, Humboldt County or Garberville Sanitary District, the Drought Contingency Plan will go into effect immediately.

This plan will be implemented by Garberville Sanitary District and the public will be made aware of this plan through the media and customer outreach.

Customers will be required to conserve water including but not limited to gallons per day water usage and if they don't comply, may be fined for gallons of water used above the maximum allowed.

Customers that require water for agricultural or outdoor use during Summer months will be required to have adequate water storage to meet their demands, in the event of a drought or repairs because on (Phase 2) of the Drought Contingency Plan, water will be disconnected or restricted for outdoor use.

Those Customers who choose not to have water storage may have water disconnected during drought events or repairs to distribution system **which is why it is recommended to have enough storage for your personal use.**

Customers who disregard the drought phases will be in violation and subject to fines which begin at \$100 per occurrence/day beginning with (phase 2-4) and can result in water disconnection with a \$1,000 reconnection fee for continued violations over 5 days. The fine will be determined by the General Manager or designee under the direction of the Governing Board.

1. 1st phase of drought conservation plan will require all customers to voluntarily reduce water consumption. (10cfs) in South Fork of Eel River
2nd phase will be to stop all outdoor watering for everything except animals, vegetables or fruit. (7cfs)
3rd phase will require only using water on specific days, designated by GSD (5cfs).
4th phase requires all customers to only use water for health and safety, with no outside watering (4cfs)
2. Continual updates to customers will educate and inform of conditions
3. Ongoing: develop alternative water sources including, wells, springs, shared water with neighboring water districts including water hauling.
4. Ongoing: gray water education for irrigation
5. Ongoing: educate customers on personal water storage opportunities and conservation measures
6. Ongoing: leak monitoring and repairs
7. Ongoing: build additional water storage tanks or ponds
8. Identify all diversions from the river or GSD distribution system and report to law enforcement.

Ongoing: Participate in all drought planning forums to share ideas and planning strategies while developing partnerships on collaborative water projects and funding opportunities



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

DROUGHT PREPAREDNESS

As we start the warmer months of summer, it is once again time to plan for hot temperatures and low river levels, thus creating drought conditions, that must be planned for by all.

The river level is a key factor in determining the amount of water for use, so as the flow decreases, we may have to begin (drought contingency measures).

We recommend that you begin storing water required for your personal use, so that when conditions worsen, you have enough water to sustain you until river flow increases.

The normal daily water use for a single family home is 200gpd, while less water is required for health and safety. So plan accordingly.

**The drought plan with phases of action is located on our web site.
garbervillesanitarydistrict.com**

Please call our office for more information and we will notify you as river conditions change.

Ralph Emerson

**General Manager
Garberville Sanitary District**

ARTICLE 14 - GENERAL PROVISIONS

Sec 14.1 Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby. A copy of procedures will be given along with permission. [\(See Section 5.7\)](#)

[Sec 15.7 Fee for Filling Large Tanks and Pools.](#) Any person wanting to fill a large water storage tank or swimming pool, must fill out an application at the GSD Office (no cost). This application will be on file with customer account and used to verify the gallons required.

- a. Fee for filling large tanks or pools will be less than regular potable water use and based on gallons used.
- b. The fee will be calculated by the units of water used (748 gallons = 1 unit).
- c. The units of water will be multiplied by the 2nd tier of customer water rate.



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APPLICATION FOR POOL OR WATER STORAGE

Property and Contact Details:

Property to be served: _____ **APN #** _____

Applicant Details: (if not the owner)

Full Name: _____

Street Address: _____

Mailing Address: _____

Phone Work# _____ Cell Phone# _____

Email Address: _____

Residential Home or Apartment

Commercial

Pool or Water Storage Details:

a. Location _____

b. Gallons _____

Sec 15.7 Fee for Filling Large Tanks and Pools. Any person wanting to fill a large water storage tank or swimming pool, must fill out an application at the GSD Office (no cost). This application will be on file with customer account and used to verify the gallons required.

- a. Fee for filling large tanks or pools will be less than regular potable water use and based on gallons used.
- b. The fee will be calculated by the units of water used (748 gallons = 1 unit).
- c. The units of water will be multiplied by the 2nd tier of customer water rate.

I, the undersigned, hereby declare that the information given on this application is true and correct. I am authorized to make this application in the name of the legal owner and in so doing, accept the conditions of the Garberville Sanitary District for compliance with pool or water tank Ordinance. Sec 14.1-15.7

Name _____ Date _____