

**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: August 27th, 2019
5:00 p.m. – Open Public Session**

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

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

Rio Anderson___, Linda Brodersen___, Doug Bryan___, Richard Thompson___, Julie Lyon_____

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

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

V. OPEN SESSION

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

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

General Public / Community Groups

VII. ANNOUNCEMENTS AND COMMUNICATIONS

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

Operations Staff-

Office Staff-

Board Members-

Correspondence-

General Manager—Ralph Emerson 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 either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

Notice to the Public

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

- A.1 **Preliminary June 2019 Financial Statements** – pg. 5-16
 - A.2 Approve Date: July 23, 2019 Regular Meeting Minutes - pg. 17-19
 - A.3 Operations Safety Report- pg. 20-21
- Motion: Second: Vote:**

B GENERAL BUSINESS – Action items

Notice to the Public

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

- B.1 Purchase Utility Truck pg. 22-25
(Update)
- B.2 Open Bids for 1999 Surplus Utility Truck
(action requested)
Motion: Second: Vote:
- B.3 Damage to Wastewater Treatment Plant Gate and Fence pg. 26-28
(discussion-possible action)
Motion: Second: Vote:
- B.4 SHCP Potable Water Update—Approval of Agreement pg. 29-38
(discussion-action requested)
Motion: Second: Vote:
- B.5 Water Leak Repairs pg. 39
(discussion-possible action)
Motion: Second: Vote:
- B.6 MOU for SDRMA to Administer Health Benefit Program pg. 40-45
(discussion—Action Requested) Resolution #19-004
Motion: Second: Vote:
- B.7 Request for Cannabis Manufacturing Water Service-Joe Bilandzija pg. 46-76
(information Only)
Motion: Second: Vote:
- B.8 Blue-Green Algae Concerns pg. 77-78
(discussion-possible action)
Motion: Second: Vote:

B.9 Southern Humboldt County Public Agency Collaboration pg. 79-80
(discussion-possible action)

Motion:

Second:

Vote:

C. POLICY REVISION / ADOPTION

C.1 Water Ordinance: Article 10 – Discontinuance of Service pg. 81
(discussion-no action) first reading

IX. CLOSED SESSION

A. No Items For Closed Session

X. RETURN TO OPEN SESSION

Report of any actions taken in Closed Session

XI. ITEMS FOR NEXT BOARD MEETING

1. Rate Structure Process
2. SHCP Update
- 3.
- 4.

XII. ADJOURNMENT

Posting of Notice at the District Office no later than **Date: August 23rd 2019**, Agenda is emailed to the local newspapers and those who have requested an agenda in writing or e-mail.

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

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

GENERAL MANAGER REPORT

Date: August 27, 2019

The late rains have assisted greatly in providing more water in the river and less worries about lack of water for the summer demands.

The good weather has given us an opportunity to repair water leaks and aged infrastructure. We have been doing work in-house while also using VanMeter Construction and Wahlund Construction where equipment and more resources are needed.

There was a leak on Conger just to the East of Redwood Drive. This leak started small on Friday July 26th but got worse quickly. Bret VanMeter was called to assist repair the leak on Monday but as they traced the leak, complications began to manifest themselves as quite often happens.

The pipe went through the roots of a large tree and then rested on top of an 8 inch water line the south east and to the hospital. Dan came in from a day off as we coordinated to get the leak fixed and water back on. I want to thank Redway for assisting us with support and materials to repair the leak.

We are doing training on how we can better handle this type of problem in the future while minimizing potential obstacles rather than creating more problems.

Staff did a great job in rallying support for each other while doing everything necessary to notify customers and get the water back on in a timely manner.

Respectfully Submitted:

Ralph Emerson



GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM

Meeting Date: August 27, 2019
 To: Garberville Sanitary District Board of Directors
 From: Jennie Short, Consultant Project Manager
 Subject: **Preliminary** June 2019 Financial Statements

GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for June 2019. These reports are **preliminary** and may have some minor changes once the final year end work is completed as part of the audit.

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

Description	Annual Budget	YTD Actual	YTD Budget	YTD Difference	☺
Total Revenue (excluding connection fees)	972,485.00	940,644.14	972,485.00	(31,840.86)	☹
Total Expenses (excluding Depreciation)	773,062.59	741,442.89	773,062.59	(31,619.70)	☺
Net Income (excluding Depreciation & Conn Fees)	199,422.41	199,201.25	199,422.41	(221.16)	☹
Payroll	375,271.63	388,242.68	375,271.63	12,971.05	☹
Repair & Maintenance	66,000.00	44,551.78	66,000.00	(21,448.22)	☺

The shortfall in revenue was matched with a shortfall in expenses which netted out to an operational net income of almost exactly what was budgeted.

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

- Net cash **DECREASE** for June is \$ **(2,200.87)**, and the year to date cash **DECREASE** is \$ **(26,107.90)** this is \$62,068 less cash flow than was budgeted. This is in part due to the payment of CCB expenses this year which were reimbursed last year, the Upper Maple Lane sewerline project, and the payment of several large invoices in July that were expensed in June 2018.
- Expenditures for fixed asset acquisition this year total \$ **333,629.91**, which was for the replacement of the chlorine contact chamber at \$ 280,275.05 and \$53,354.86 for the Maple Lane sewer line replacement.
- As of June 30, 2019, the total reimbursement from the insurance company for the CCC replacement so far is \$ **350,525.62**.
- Total payments on loans for this year total \$ **135,622.94**

- The overage on total payroll costs at year end is \$11,761.53 over the budgeted amount.
- The overtime wages are also continuing to grow and are approximately \$8,522.66 higher than the budgeted amount.

Table 2. Summary of Cash Flow (excludes depreciation and connection fees)

Description	Budgeted Amount	Actual Amount
Water Revenue	572,750.00	543,588.43
Sewer Revenue	399,735.00	397,055.71
Expenses (excluding depreciation)	(773,062.59)	(741,442.89)
CCB Expenses & Reimbursements	0.00	(34,100.43)
Other Fixed Assets	(28,000.00)	(53,354.86)
A/P, A/R and Prepaid Variances	0.00	(26,230.92)
Loan Payments	(135,461.00)	(135,622.94)
Cash Flow	35,961.41	(50,107.90)

Connection fees were \$24,000, and when added to the actual cash flow in table 2, the result is \$(26,107.90) which matches the Statement of Cash Flows Report.

RECOMMENDED BOARD ACTIONS

Review the reports and approve them with the consent agenda.

ATTACHMENTS

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

GARBerville SANITARY DISTRICT *PRELIMINARY UNTIL*
Statement of Cash Flows Report for Board *AUDIT COMPLETED*
 July 2018 through June 2019

	June 2019	July 18 - June 19
OPERATING ACTIVITIES		
Net Income	(466.21)	(279,902.75)
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	(240.00)	1,536.00
1100 · Accounts Receivable	(3,991.01)	(3,351.31)
1110 · Accts Receivable Over Payments	163.78	(548.75)
1450 · Prepaid Rent		835.00
1500 · Prepaid Insurance	1,871.20	(84.77)
1501 · Prepaid Workers Comp	714.70	381.93
1502 · Prepaid Expenses	555.96	3,647.00
1510 · Prepaid Licenses and Permits	1,826.59	42.06
1111 · Insurance Proceeds Receivable		145,649.00
2000 · Accounts Payable	(15,084.68)	(19,081.16)
20000 · Accounts Payable	(2,520.00)	
2210 · Accrued Federal PR Taxes		(0.07)
2002 · Accounts Payable Audit Entry		(14,006.85)
2300 · Service Deposits	500.00	4,400.00
Net cash provided by Operating Activities	(16,669.67)	(160,484.67)
INVESTING ACTIVITIES		
SEWER:Collection		(53,354.86)
Accumulated Depreciation-Water	27,202.59	326,431.52
Accumulated Depreciation-Sewer	14,722.67	176,672.48
CIP - CCC Replace - Insurance		100,525.62
CIP-CL2 Contact Chamber Replace		(280,275.05)
Net cash provided by Investing Activities	41,925.26	269,999.71
FINANCING ACTIVITIES		
2500 · N/P - SWRCB		(23,167.43)
2605 · RCAC Loan #6200-GSD-02	(4,377.60)	(51,348.79)
2655 · Lease Payable - Copier	(87.68)	(1,024.60)
2700 · SRF Loan - Water	(22,991.18)	(45,982.36)
2660 · Lease Payable - Ford Motor Cred		(14,099.76)
Net cash provided by Financing Activities	(27,456.46)	(135,622.94)
Net cash increase for period	(2,200.87)	(26,107.90)
Cash at beginning of period	927,054.43	950,961.46
Cash at end of period	924,853.56	924,853.56

Garberville Sanitary District
Balance Sheet Report for Board
As of May 2019

PRELIMINARY UNTIL
AUDIT COMPLETED

	June 30, 18	Jun 30, 19	Difference	Notes
ASSETS				
Current Assets				
Checking/Savings				
1005 · Umpqua Checking - Operating	145,539.98	134,902.07	(10,637.91)	
1006 · Umpqua System Reserve - Water	53,000.76	25,738.24	(27,262.52)	
1007 · Umpqua System Reserve - Sewer	58,427.31	31,183.83	(27,243.48)	
1011 · Water Enterprise Fund	46,517.25	46,680.32	163.07	
1030 · County Treasury - Sewer Reserve	405,174.27	440,039.31	34,865.04	
1031 · County Treasury - Water Reserve	242,088.40	246,071.74	3,983.34	
1040 · Petty Cash	39.51	39.51	0.00	
1050 · Cash Drawer	173.98	198.54	24.56	
Total Checking/Savings	950,961.46	924,853.56	(26,107.90)	
Accounts Receivable				
11000 · Accounts Receivable - Other	2,951.00	1,415.00	(1,536.00)	
Total Accounts Receivable	2,951.00	1,415.00	(1,536.00)	
Other Current Assets				
1111 · Insurance Proceeds Receivable	145,649.00	0.00	(145,649.00)	Final
1100 · Accounts Receivable				
1110 · Accts Receivable Over Payments	(1,757.04)	(1,208.29)	548.75	
1100 · Accounts Receivable - Other	94,498.02	97,849.33	3,351.31	
Total 1100 · Accounts Receivable	92,740.98	96,641.04	3,900.06	
1450 · Prepaid Rent	835.00	0.00	(835.00)	
1500 · Prepaid Insurance	3,257.77	3,342.54	84.77	
1501 · Prepaid Workers Comp	89.30	(292.63)	(381.93)	
1502 · Prepaid Expenses	3,647.00	0.00	(3,647.00)	
1510 · Prepaid Licenses and Permits	42.06	0.00	(42.06)	
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00	
Total Other Current Assets	241,261.11	94,690.95	(146,570.16)	
Total Current Assets	1,195,173.57	1,020,959.51	(174,214.06)	
Fixed Assets				
CIP - CCC Replace - Insurance	(250,000.00)	(350,525.62)	(100,525.62)	Final SDRMA Pmt Rcvd
CIP-Meas-Z-Fire Hydrant Replace	70,000.00	70,000.00	0.00	
CIP-CL2 Contact Chamber Replace	70,250.57	350,525.62	280,275.05	Tank + Wahlund
CIP - SWTP Coag Project	4,806.26	4,806.26	0.00	
CIP - Leino Ln	585.00	585.00	0.00	
CIP - Bear Canyon Aerial	2,766.06	2,766.06	0.00	
WATER				
Land - Water	88,698.62	88,698.62	0.00	
Water Easements & Intangibles	177,397.11	177,397.11	0.00	
Treatment	65,382.17	65,382.17	0.00	
Distribution	2,712,614.17	2,712,614.17	0.00	
Pumps	2,909.87	2,909.87	0.00	
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00	
Total WATER	8,015,106.82	8,015,106.82	0.00	
Water System	142,474.97	142,474.97	0.00	

Garberville Sanitary District
Balance Sheet Report for Board
As of May 2019

*PRELIMINARY UNTIL
AUDIT COMPLETED*

	June 30, 18	Jun 30, 19	Difference	Notes
SEWER				
Land - Sewer	129,810.68	129,810.68	0.00	
Collection	2,334,001.02	2,387,355.88	53,354.86	Upper Maple Sewer
Treatment	507,552.59	507,552.59	0.00	
Pumps	13,908.96	13,908.96	0.00	
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00	
Total SEWER	5,777,725.16	5,831,080.02	53,354.86	
CIP - Wallan Road Tank	13,789.78	13,789.78	0.00	
Office Equipment	32,004.40	32,004.40	0.00	
Equipment	158,306.60	158,306.60	0.00	
Vehicles	81,171.66	81,171.66	0.00	
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00	
Accumulated Depreciation-Water	(1,532,391.26)	(1,858,822.78)	(326,431.52)	
Accumulated Depreciation-Sewer	(1,813,420.06)	(1,990,092.54)	(176,672.48)	
Total Fixed Assets	10,930,543.04	10,660,543.33	(269,999.71)	
TOTAL ASSETS	12,125,716.61	11,681,502.84	(444,213.77)	
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	32,592.27	13,511.11	(19,081.16)	
Total Accounts Payable	32,592.27	13,511.11	(19,081.16)	
Other Current Liabilities				
2002 · Accounts Payable Audit Entry	14,006.85	0.00	(14,006.85)	
2300 · Service Deposits	700.00	5,100.00	4,400.00	
20000 · Accounts Payable	0.00	0.00	0.00	
2205 · Accrued Simple	(41.46)	(41.46)	0.00	
2210 · Accrued Federal PR Taxes	0.07	0.00	(0.07)	
2220 · Accrued State PR Taxes	0.00	0.00	0.00	
2225 · Accrued Workers Comp	0.00	0.00	0.00	
2230 · Accrued Vacation	20,836.33	20,836.33	0.00	
2250 · Loans Payable - Current Portion	112,631.76	112,631.76	0.00	
Total Other Current Liabilities	148,133.55	138,526.63	(9,606.92)	
Total Current Liabilities	180,725.82	152,037.74	(28,688.08)	
Long Term Liabilities				
2500 · N/P - SWRCB	146,142.06	122,974.63	(23,167.43)	1 of 1 payment
2605 · RCAC Loan #6200-GSD-02	128,621.61	77,272.82	(51,348.79)	12 of 12 pmts
2655 · Lease Payable - Copier	1,559.75	535.15	(1,024.60)	12 of 12 pmts
2660 · Lease Payable - Ford Motor Cred	14,099.76	0.00	(14,099.76)	Final Payment
2700 · SRF Loan - Water	1,264,515.10	1,218,532.74	(45,982.36)	2 of 2 payments
2900 · Less Current Portion	(112,631.76)	(112,631.76)	0.00	
Total Long Term Liabilities	1,442,306.52	1,306,683.58	(135,622.94)	
Total Liabilities	1,623,032.34	1,458,721.32	(164,311.02)	
Equity				
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00	
3100 · Retained Earnings	4,562,718.96	4,373,192.52	(189,526.44)	
Net Income	(189,526.44)	(279,902.75)	(90,376.31)	
Total Equity	10,502,684.27	10,222,781.52	(279,902.75)	
TOTAL LIABILITIES & EQUITY	12,125,716.61	11,681,502.84	(444,213.77)	

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 June 2019

*PRELIMINARY UNTIL
 AUDIT COMPLETED*

	Current Month June 2019	YTD Actual (12 mos)	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	26,153.14	291,669.37	308,000.00	308,000.00	(16,330.63)
4110 · Commercial	17,972.00	218,351.47	235,000.00	235,000.00	(16,648.53)
4150 · Bulk Water Sales	240.00	15,024.00	20,000.00	20,000.00	(4,976.00)
Total Water Charges	44,365.14	525,044.84	563,000.00	563,000.00	(37,955.16)
4200 · Sewer Charges	30,718.33	351,884.48	365,000.00	365,000.00	(13,115.52)
4300 · Connection Fees	0.00	24,000.00	80,000.00	80,000.00	(56,000.00)
4650 · Late Charges	1,540.00	14,090.00	6,500.00	6,500.00	7,590.00
4700 · Other Operating Revenue	2,300.00	7,220.00	7,000.00	7,000.00	220.00
49900 · Uncategorized Income	0.00	1,500.00			1,500.00
Total Income	78,923.47	923,739.32	1,021,500.00	1,021,500.00	(97,760.68)
Gross Profit	78,923.47	923,739.32	1,021,500.00	1,021,500.00	(97,760.68)
Expense					
Administrative and General					
5000 · Advertising	0.00	0.00	350.00	350.00	(350.00)
5005 · Bad Debts	166.91	2,456.34	3,500.00	3,500.00	(1,043.66)
5010 · Bank Charges					0.00
5012 · Merchant Account Fees	260.19	2,552.97	2,300.00	2,300.00	252.97
5010 · Bank Charges - Other	126.13	1,652.08	1,400.00	1,400.00	252.08
Total 5010 · Bank Charges	386.32	4,205.05	3,700.00	3,700.00	505.05
5020 · Directors Fees	400.00	2,500.00	1,800.00	1,800.00	700.00
5030 · Dues and Memberships	0.00	4,224.00	4,400.00	4,400.00	(176.00)
5035 · Education and Training	(91.53)	4,956.33	2,000.00	2,000.00	2,956.33
5036 · Education and Training - B.O.D.	0.00	84.72	300.00	300.00	(215.28)
Insurance					
5040 · Liability	1,871.20	22,453.96	22,453.96	22,453.96	0.00
5050 · Workers' Comp	714.70	8,427.56	8,045.63	8,045.63	381.93
5055 · Health					
5055.1 · Employee Portion	(607.62)	(7,291.44)	(7,800.00)	(7,800.00)	508.56
5055 · Health - Other	3,342.54	39,601.86	42,360.00	42,360.00	(2,758.14)
Total 5055 · Health	2,734.92	32,310.42	34,560.00	34,560.00	(2,249.58)
Total Insurance	5,320.82	63,191.94	65,059.59	65,059.59	(1,867.65)
5060 · Licenses, Permits, and Fees	(693.41)	21,329.37	23,500.00	23,500.00	(2,170.63)
5065 · Auto	53.77	1,291.56	3,200.00	3,200.00	(1,908.44)
5070 · Miscellaneous	109.37	175.40	100.00	100.00	75.40
5080 · Office Expense	1,404.99	8,780.02	5,600.00	5,600.00	3,180.02
5085 · Outside Services	514.29	7,406.08	8,500.00	8,500.00	(1,093.92)
5090 · Payroll Taxes	2,069.35	26,554.95	26,836.00	26,836.00	(281.05)
5100 · Postage	297.66	2,384.40	2,800.00	2,800.00	(415.60)
5110 · Professional Fees	2,971.42	69,752.76	77,400.00	77,400.00	(7,647.24)
5120 · Property Taxes	0.00	30.42	12.00	12.00	18.42
5125 · Repairs and Maintenance	0.00	23.14	500.00	500.00	(476.86)
5130 · Rents	835.00	9,205.00	12,000.00	12,000.00	(2,795.00)
5135 · Retirement	659.21	7,911.83	7,650.00	7,650.00	261.83
5137 · Supplies	0.00	2,017.65	1,200.00	1,200.00	817.65

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 June 2019

*PRELIMINARY UNTIL
 AUDIT COMPLETED*

	Current Month June 2019	YTD Actual (12 mos)	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
5140 · Telephone	830.25	10,617.59	7,600.00	7,600.00	3,017.59
5145 · Tools	0.00	0.00	4,000.00	4,000.00	(4,000.00)
5150 · Travel and Meetings	0.00	198.22	1,500.00	1,500.00	(1,301.78)
5155 · Utilities	11.00	2,355.56	2,760.00	2,760.00	(404.44)
5160 · Wages					
5165 · Wages - Overtime	554.40	3,812.41	1,000.00	1,000.00	2,812.41
5160 · Wages - Other	10,929.08	138,961.38	160,304.00	160,304.00	(21,342.62)
Total 5160 · Wages	11,483.48	142,773.79	161,304.00	161,304.00	(18,530.21)
Total Administrative and General	26,728.90	394,426.12	427,571.59	427,571.59	(33,145.47)
Sewage Collection					
6010 · Fuel	202.40	2,645.89	3,220.00	3,220.00	(574.11)
6030 · Repairs and Maintenance	0.00	4,493.17	20,000.00	20,000.00	(15,506.83)
6040 · Supplies	0.00	3,149.89	2,000.00	2,000.00	1,149.89
6050 · Utilities	0.00	3,664.41	5,750.00	5,750.00	(2,085.59)
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	592.50	3,012.00	2,000.00	2,000.00	1,012.00
6060 · Wages - Other	2,829.20	30,671.27	28,909.00	28,909.00	1,762.27
Total 6060 · Wages	3,421.70	33,683.27	30,909.00	30,909.00	2,774.27
Total Sewage Collection	3,624.10	47,636.63	61,879.00	61,879.00	(14,242.37)
Sewage Treatment					
6075 · Fuel	202.40	2,645.88	2,990.00	2,990.00	(344.12)
6080 · Monitoring	602.50	4,025.00	14,000.00	14,000.00	(9,975.00)
6085 · Outside Services	0.00	800.00	0.00	0.00	800.00
6100 · Repairs and Maintenance	0.00	5,034.96	12,500.00	12,500.00	(7,465.04)
6110 · Supplies	275.23	7,570.07	7,600.00	7,600.00	(29.93)
6120 · Utilities	0.00	7,652.26	13,800.00	13,800.00	(6,147.74)
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmer	72.00	1,258.50	2,000.00	2,000.00	(741.50)
6130 · Wages - Other	4,367.84	38,957.58	23,813.00	23,813.00	15,144.58
Total 6130 · Wages	4,439.84	40,216.08	25,813.00	25,813.00	14,403.08
Total Sewage Treatment	5,519.97	67,944.25	76,703.00	76,703.00	(8,758.75)
Water Trans and Distribution					
7075 · Fuel	202.40	2,645.87	2,875.00	2,875.00	(229.13)
7090 · Repairs and Maintenance	360.07	15,932.19	20,000.00	20,000.00	(4,067.81)
7100 · Supplies	0.00	12,720.11	4,000.00	4,000.00	8,720.11
7110 · Utilities	0.00	6,050.47	10,350.00	10,350.00	(4,299.53)
7120 · Wages					
7125 · Wages - Overtime Water Trans &	625.50	4,755.00	5,000.00	5,000.00	(245.00)
7120 · Wages - Other	3,016.33	38,351.60	30,053.00	30,053.00	8,298.60
Total 7120 · Wages	3,641.83	43,106.60	35,053.00	35,053.00	8,053.60
Total Water Trans and Distribution	4,204.30	80,455.24	72,278.00	72,278.00	8,177.24
Water Treatment					
7020 · Fuel	202.41	2,645.89	2,200.00	2,200.00	445.89
7010 · Monitoring	4,030.50	7,231.03	5,000.00	5,000.00	2,231.03
7015 · Outside Services	0.00	175.00			175.00
7030 · Repairs and Maintenance	555.96	19,068.32	13,000.00	13,000.00	6,068.32
7040 · Supplies	2,763.69	15,487.08	14,000.00	14,000.00	1,487.08

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
 June 2019

*PRELIMINARY UNTIL
 AUDIT COMPLETED*

	Current Month June 2019	YTD Actual (12 mos)	YTD Budget	Annual Budget	Δ YTD Actual vs. Budget
7050 · Utilities	2,481.71	42,743.97	46,000.00	46,000.00	(3,256.03)
7060 · Wages					
7065 · Wages - Overtime Water Treatmer	438.00	11,684.75	6,000.00	6,000.00	5,684.75
7060 · Wages - Other	2,545.80	41,573.43	39,101.00	39,101.00	2,472.43
Total 7060 · Wages	2,983.80	53,258.18	45,101.00	45,101.00	8,157.18
Total Water Treatment	13,018.07	140,609.47	125,301.00	125,301.00	15,308.47
Total Expense	53,095.34	731,071.71	763,732.59	763,732.59	(32,660.88)
Net Ordinary Income	25,828.13	192,667.61	257,767.41	257,767.41	(65,099.80)
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	13,612.03	26,347.17	23,500.00	23,500.00	2,847.17
8020 · Unsecured	91.38	1,060.80	850.00	850.00	210.80
8025 · Prior Years	0.00	5.55	25.00	25.00	(19.45)
8030 · Supplemental - Current	210.30	335.10	250.00	250.00	85.10
8035 · Supplemental - Prior Years	39.55	68.11	50.00	50.00	18.11
Total Property Tax Revenue	13,953.26	27,816.73	24,675.00	24,675.00	3,141.73
8060 · Interest Income	3,084.31	11,116.76	6,000.00	6,000.00	5,116.76
8070 · Other Non-Operating Revenue	8.21	1,660.42			1,660.42
9030 · Homeowners' Tax Relief	155.35	310.91	310.00	310.00	0.91
Total Other Income	17,201.13	40,904.82	30,985.00	30,985.00	9,919.82
Other Expense					
9010 · Other Expenses	1,230.00	1,230.00	<i>SHCP</i>		1,230.00
9040 · Depreciation	41,925.26	503,104.00	525,000.00	525,000.00	(21,896.00)
9050 · Interest Expense	340.21	9,141.18	9,330.00	9,330.00	(188.82)
Total Other Expense	43,495.47	513,475.18	534,330.00	534,330.00	(20,854.82)
Net Other Income	(26,294.34)	(472,570.36)	(503,345.00)	(503,345.00)	30,774.64
Net Income	(466.21)	(279,902.75)	(245,577.59)	(245,577.59)	(34,325.16)
9040 · Depreciation	41,925.26	503,104.00	525,000.00	525,000.00	(21,896.00)
Net Income excluding Depreciation	41,459.05	223,201.25	279,422.41	279,422.41	(56,221.16)

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 June 2019

Date	Num	Memo	Amount
101 Netlink			
06/03/2019	9932		-199.00
06/17/2019	9960		-198.00
Total 101 Netlink			-397.00
Blue Star Gas			
06/17/2019	9961		-11.00
Total Blue Star Gas			-11.00
Capital Bank & Trust			
06/05/2019	EFT	557880519	-802.30
06/05/2019	EFT	025158148	-339.99
06/19/2019	EFT	557880519	-767.18
06/19/2019	EFT	025158148	-319.22
Total Capital Bank & Trust			-2,228.69
Cash			
06/20/2019	9973		-20.00
Total Cash			-20.00
County of Humboldt			
06/11/2019	9951		-2,468.73
Total County of Humboldt			-2,468.73
Dazey's Building Center			
06/18/2019	9966		-243.78
Total Dazey's Building Center			-243.78
EDD			
06/05/2019	EFT	499-0538-3	-701.91
06/05/2019	EFT	499-0538-3	-47.27
06/19/2019	EFT	499-0538-3	-635.44
06/19/2019	EFT	499-0538-3	-35.34
Total EDD			-1,419.96
Fluentstream Tech			
06/11/2019	9952		-112.58
Total Fluentstream Tech			-112.58
Frontier Communications			
06/05/2019	9943		-346.06
06/17/2019	9962		-65.73
Total Frontier Communications			-411.79
Glacier Water Vending			
06/29/2019	DBT		-2.35
Total Glacier Water Vending			-2.35
HughesNet			
06/13/2019	DBT		-104.29
Total HughesNet			-104.29
IRS			
06/05/2019	EFT	68-0296323	-3,252.86
06/19/2019	EFT	68-0296323	-2,969.62
Total IRS			-6,222.48

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 June 2019

Date	Num	Memo	Amount
JAYHAWK SOFTWARE			
06/11/2019	9953		-1,225.00
Total JAYHAWK SOFTWARE			-1,225.00
Jennie Short			
06/11/2019	9954		-2,468.60
Total Jennie Short			-2,468.60
Julie Lyon			
06/27/2019	9974		-100.00
Total Julie Lyon			-100.00
KEENAN SUPPLY			
06/11/2019	9955		-2,493.72
Total KEENAN SUPPLY			-2,493.72
Linda Broderson			
06/27/2019	9975		-100.00
Total Linda Broderson			-100.00
Lori Ruiz			
06/11/2019	9956		-100.00
Total Lori Ruiz			-100.00
North Coast Laboratories Ltd.			
06/05/2019	9941		-345.00
Total North Coast Laboratories Ltd.			-345.00
PAPER MILL			
06/11/2019	9947		-22.09
Total PAPER MILL			-22.09
PG&E			
06/11/2019	9957		-5,484.00
Total PG&E			-5,484.00
Pitney Bowes Purchase Power			
06/17/2019	9963	Postage	-208.99
Total Pitney Bowes Purchase Power			-208.99
R. Anderson			
06/27/2019	9976		-100.00
Total R. Anderson			-100.00
Ralph Emerson			
06/27/2019	9977		-50.00
Total Ralph Emerson			-50.00
Recology Humboldt County			
06/17/2019	9964		-21.72
Total Recology Humboldt County			-21.72
Redwood Merchant Services			
06/03/2019	10050		-109.08
06/30/2019	DBT		-152.10
Total Redwood Merchant Services			-261.18

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 June 2019

Date	Num	Memo	Amount
RENNER			
06/10/2019	DBT		-809.61
Total RENNER			-809.61
Richard Thompson			
06/27/2019	9978		-100.00
Total Richard Thompson			-100.00
Rural Community Assistance Program			
06/01/2019	DBT		-4,717.81
Total Rural Community Assistance Program			-4,717.81
SDRMA			
06/03/2019	9933		-332.52
06/11/2019	9958		-3,010.02
06/27/2019	9979		-332.52
Total SDRMA			-3,675.06
Sentry III Center			
06/05/2019	9944		-835.00
Total Sentry III Center			-835.00
Staples Credit Plan			
06/03/2019	9934		-225.03
06/27/2019	9980		-60.39
Total Staples Credit Plan			-285.42
Streamline Inc			
06/05/2019	9945		-100.00
Total Streamline Inc			-100.00
SWRCB - 2013CX103			
06/17/2019	9965	DWIP Loan Semi-annual Payment	-22,991.18
Total SWRCB - 2013CX103			-22,991.18
Umpqua Bank			
06/20/2019	10049		-154.61
Total Umpqua Bank			-154.61
US Cellular			
06/05/2019	9946		-256.30
Total US Cellular			-256.30
USPS			
06/11/2019	9959	Box #211	-92.00
Total USPS			-92.00
Wahlund Construction, Inc.			
06/05/2019	9942		-14,844.86
Total Wahlund Construction, Inc.			-14,844.86
Wells Fargo			
06/11/2019	9948	Copier Lease	-90.51
Total Wells Fargo			-90.51
Wyatt & Whitchurch, E.A. Inc.			
06/11/2019	9949		-660.00
Total Wyatt & Whitchurch, E.A. Inc.			-660.00

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
 June 2019

Date	Num	Memo	Amount
WYCKOFF'S Inc			
06/11/2019	9950		-45.72
Total WYCKOFF'S Inc			-45.72
Arreguin, Daniel J			
06/05/2019	9935		-2,621.37
06/19/2019	9967		-2,276.26
Total Arreguin, Daniel J			-4,897.63
Curnow, Laura B			
06/05/2019	9936		-299.13
06/19/2019	9968		-205.54
Total Curnow, Laura B			-504.67
Emerson, Ralph K			
06/05/2019	9937		-3,110.98
06/19/2019	9969		-3,110.98
Total Emerson, Ralph K			-6,221.96
Miller, Brian A			
06/05/2019	9938		-1,939.74
06/19/2019	9970		-1,831.86
Total Miller, Brian A			-3,771.60
Nieto, Mary			
06/05/2019	9939		-1,126.91
06/19/2019	9971		-985.16
Total Nieto, Mary			-2,112.07
Ruiz, Ricardo			
06/05/2019	9940		-397.37
06/19/2019	9972		-315.16
Total Ruiz, Ricardo			-712.53
TOTAL			-94,501.49

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

**Date of Meeting: July 23rd, 2019
5:00 p.m. – Open Public Session**

I. REGULAR MEETING CALLED TO ORDER

5:08 p.m.

II. ESTABLISHMENT OF QUORUM

**Rio Anderson- Present
Linda Brodersen
Richard Thompson-Arrived at 5:10 p.m.
Julie Lyon**

Doug Bryan-Absent

III. APPROVAL OF AGENDA

Motion: Julie Lyon Second: Rio Anderson Vote: 3-0

Agenda item B.1 was TABLED until the next meeting.

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

V. OPEN SESSION

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

General Public / Community Groups

VII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS

Operations Staff- 0

Office Staff- 0

Board Members- 0

Correspondence- 0

General Manager—Ralph Emerson

Page 4 in the agenda packet.

GM Conference had great information and Ralph is thankful he was able to attend.

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve Financials Date May 2019

A.2 Approve June 18, 2019 Regular Meeting Minutes

A.3 Operations Safety Report

Motion: Rio Anderson

Second: Julie Lyon

Vote: 4-0

B. GENERAL BUSINESS

B.1 Rate Structure Process

TABLED

B.2 Contract with Jennie Short (4 Js Consulting)
(action requested)

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

B.3 RCSD—GSD Joint Use Projects and Shared Operators

Direction was given to Ralph to send letter to neighboring Districts. This can help with employee cost, equipment cost, man power etc. The meeting will be at the District office on August 21, 2019.

B.4 SHCP Potable Water Progress

The SHCP will reimburse the District for any expense outside of our normal cost for any other developer. The direction from the board was to wait until after the LAFCo meeting in August.

B.5 GSD Improvements and Projects Completed

Update the media and the District website.

B.6 Potable Water for Cannabis Cultivation Update

The Board gave Ralph direction to send out letters to those who are using excessive amounts of water for cannabis cultivation. Both the renter and owner of the property should receive the letter. Ralph will deliver the letter in person with an additional staff member.

B.7 Update on Bank Building, New Inn and Theater Project

Information only.

B.8 Purchase Utility Truck
(discussion-possible action)

Motion: Rio Anderson Second: Richard Thompson Vote: 4-0

The District did not budget to purchase a new utility truck. The District will not be able to purchase a back hoe this fiscal year. The truck has been purchased and delivered to the District.

B.9 Surplus Property-1999 Ford f350
(discussion—possible action) Resolution 19-003

Motion: Julie Lyon Second: Richard Thompson Roll Call Vote: 4-0

The Board declared the surplus of the 1999 Ford F350.

B.10 Cal-Fire water line easement for Search and Rescue building

Information only.

B.11 Request for Cannabis-Manufacturing, Joe Bilandzija

The Board denied this project referral. More information is required before the Board can make a decision.

C. POLICY REVISION / ADOPTION

C.1 Personnel Policy-4.2—5.3.3
(Second Reading)

Motion: Julie Lyon

Second: Richard Thompson

Vote: 4-0

IX. CLOSED SESSION

A. No Items For Closed Session

X. RETURN TO OPEN SESSION

Report of any actions taken in Closed Session

XI. ITEMS FOR NEXT BOARD MEETING

1. Rate Process Update
2. SHCP Potable Water Process
3. Leak Update
4. After Hours Fee

August 27, 2019 Next BOD Meeting

XII. ADJOURNMENT

@ 6:23 p.m.

ERGONOMICS



stress

repetition

Adjust equipment
Change positions
Suggest solutions

Lifting

FORCE

SOLVING THE PUZZLE

RECEIVED
AUG 01 2019



ATTENDANCE ROSTER

Safety Meeting

Date of Meeting: August 6, 2019 Leader Name: Ralph Emerson

Instructions:

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

Name (print)	Name (signature)
1. <u>Ralph Emerson</u>	<u>Ralph Emerson</u>
2. <u>BAHAN MILLER</u>	<u>Bahan Miller</u>
3. <u>Dan Arreguin</u>	<u>Dan Arreguin</u>
4. <u>Mary Nieto</u>	<u>Mary Nieto</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

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



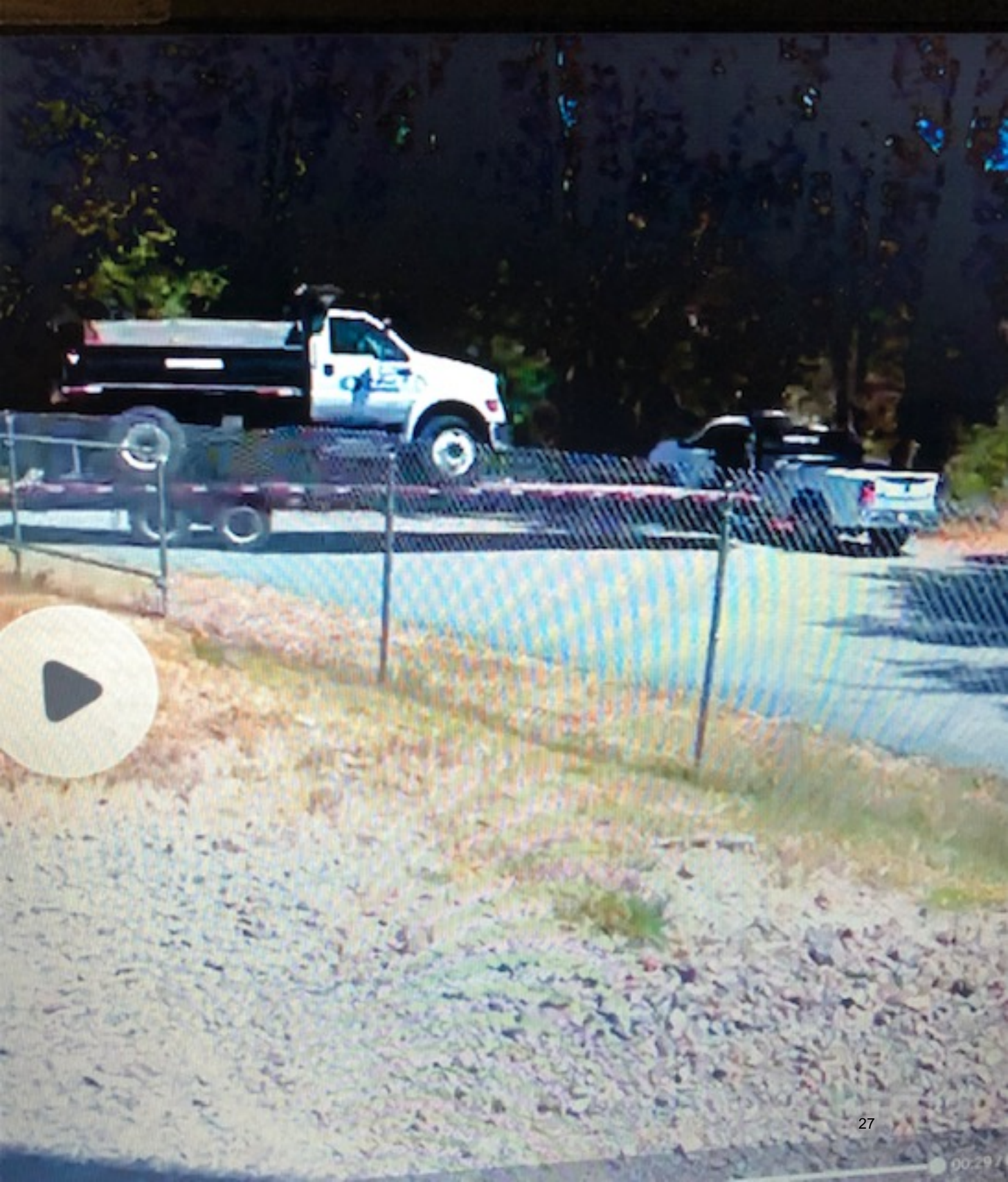






909-429-1100
PACIFIC
AUTO CENTER
PACIFIC AUTO CENTER







00:00 / 00:29





GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM

Meeting Date: August 28, 2019
To: Garberville Sanitary District Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: Southern Humboldt Community Park Water Service Agreement

GENERAL OVERVIEW

Since the last Board meeting, the Humboldt Local Agency Formation Commission has issued, as a responsible agency, a *“Notice of Intent To Adopt CEQA Addendum to the Garberville Sanitary District Annexation Project: Change in Jurisdictional Boundary and Place of Use Final Recirculated Initial Study/ Mitigated Negative Declaration; and Notice of Public Hearing”* and has publicly circulated the *“DRAFT ADDENDUM to CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION”*. The informal public comment period set by LAFCo for the proposed Addendum is August 13, 2019 to September 12, 2019. All public comments are to be submitted to LAFCo. The public hearing is scheduled for September 18, 2019 at 9:00 a.m. at the Humboldt County Courthouse Board of Supervisors Chambers. Both of these documents are available on the Humboldt LAFCo website or at the GSD Office.

Figure 2 (attached) shows the adjusted locations that are proposed for inclusion in the Place of Use and for water service outside our jurisdictional boundary:

- Part of Area 1 - Tooby Memorial Park (3 acres),
- All of Area 2 - Park Headquarters (6 acres),
- a small portion of Area 4a - Community Commons (7 acres),
- and the small strip including the parking lot for the trail system in Area 5 - Community Facilities/Sports Area (2 acres).

All of the area proposed for inclusion is zoned Public Facilities. None of the Park property zoned Ag Exclusive is included. This Figure will be prepared with no aerial background to become Exhibit B in the water service agreement.

A draft Water Service Agreement has been drafted for Board consideration. This draft was supplied to LAFCo so that the application could be found completed and agency referrals could be completed. Changes to the terms in the agreement can be made prior to execution by the GSD Board of Directors. The water service agreement spells out numerous conditions of service and the responsibilities of each party. Specific financial terms to be aware of include:

1. GSD will cover the cost of the first \$5,000 in consulting expenses from Jennie Short in accordance with the “standard” level of analysis and review needed for a request for service. All amounts over \$5,000 will be billed to SHCP.
2. All expenses incurred by GSD other than those in #1 above will be billed to the SHCP for reimbursement

3. SHCP will have 3 years from the date of our bills to them to make payment on this balance
4. SHCP will pay a deposit of \$2,000 towards the expenses they will be responsible for

FINANCIAL CONSIDERATIONS

The main financial considerations, besides direct and contract staff costs, are related to the payment of fees to Humboldt LAFCo and SWRCB-DWR for processing the necessary approvals. For LAFCo, fees for an Out of Agency service are charged on a cost recovery basis which means that they bill their actual time against a project deposit. The anticipated deposit would consist of:

1-	Nondevelopment-related Outside Agency Service Agreement Deposit	\$ 2,000
2-	CEQA Fee - LAFCo as Lead Agency	\$ 3,000
3-	Fish & Wildlife Environmental Filing Fee	\$0 for addendum
	Total LAFCo Costs	\$ 5,000

SHCP will be petitioning LAFCo to waive the fees. The deposit of \$2,000 was paid by the SHCP and was submitted with the application. If the Commission approves a waiver at the September meeting, then the deposit will be returned. The actual total cost is unknown as it is based upon the actual time spent processing the request. At the July 2019 LAFCo meeting, Mr. Williamson estimated \$5,000 when the Commission inquired as to his estimate of the total LAFCo costs for the application.

For SWRCB-DWR the fees for processing the Petition for Change in Place of Use are fixed, and would consist of:

1-	Change Petition Fee for License and Permit - Base	\$ 2,000.00
2-	Change Petition Fee for License and Permit - Allowable Diversion on 522.2 acre-feet @ \$0.30/acre-foot	\$ 156.66
3-	Fish & Wildlife Fee	\$ 850.00
	Total SWRCB-DWR Fees	\$3,006.66

The amounts bill to the GSD by Jennie Short for June and July 2019 total \$3,260.

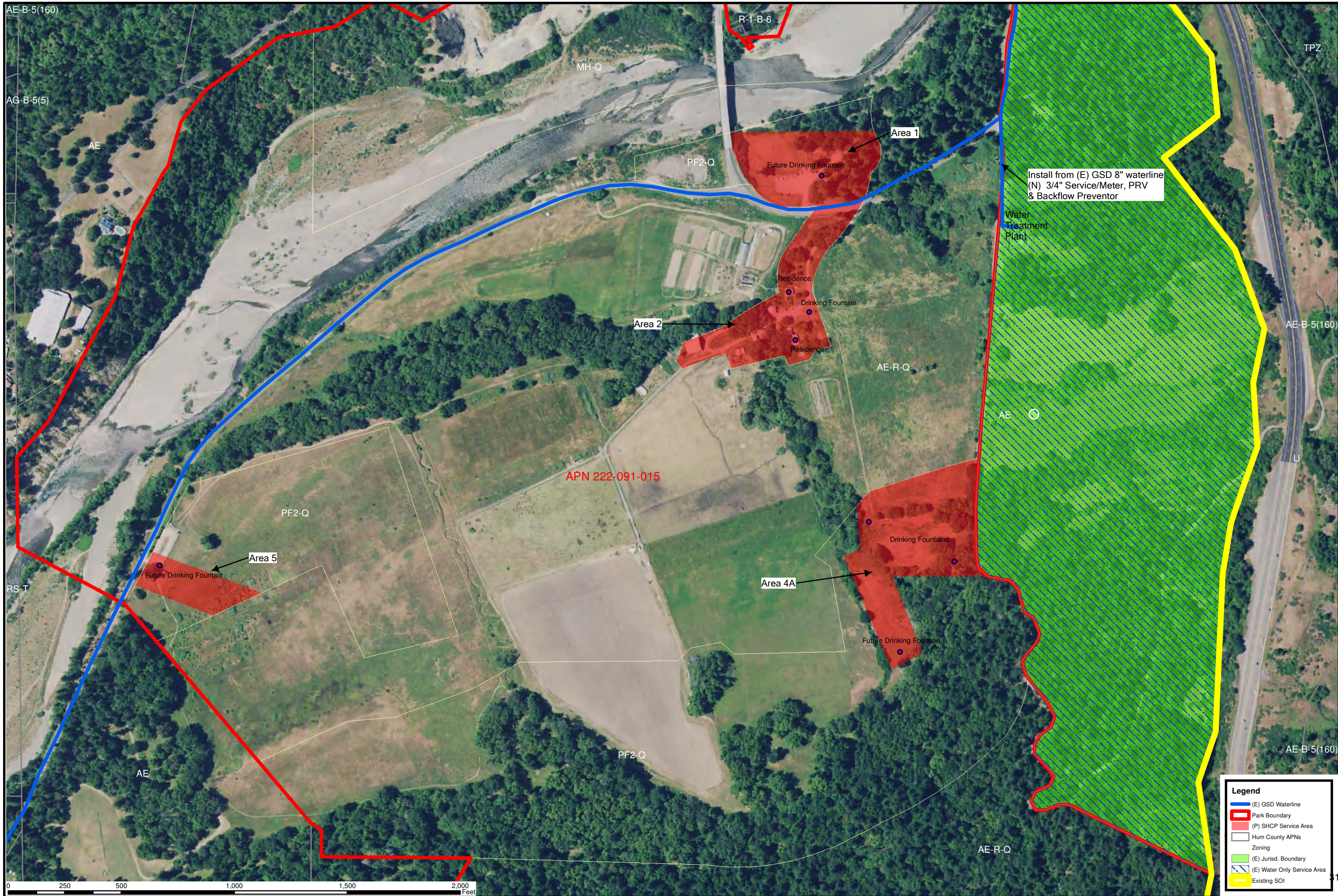
No connection fee will be collected for this water service application as it is reestablishing a historical connection that was separated as part of a lot line adjustment and will now be served from the new infrastructure. In the future should the property owner desire to expand the water service capacity, connection fees would be calculated based upon this additional consumption amount.

RECOMMENDED BOARD ACTIONS

1. Review and approve the Water Service Agreement
2. Authorize the Chair of the Board to execute the Water Service Agreement following SHCP Chair of the Board signature

ATTACHMENTS

1. Figure 2 SHOWING LOCATION OF AREAS PROPOSED FOR WATER SERVICES
2. DRAFT Water Service Agreement (08-09-19)



Legend

- (E) GSD Waterline
- Park Boundary
- (P) SHCP Service Area
- Hum County APNs
- Zoning
- (E) Jurisd. Boundary
- (E) Water Only Service Area
- Existing SOI

Figure No.	2
	Scale
1:4,500	Date
08/04/19	Drawn By
J. SHORT	Client Name:
GSD	SHCP Water Service Areas
Figure Title:	4Js Consulting
P.O. Box 653, Blue Lake, Ca 95525	

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

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

APN: 222-091-015

Space Above this Line for Recorder's Use Only

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this "Agreement") is entered into as of _____, 2019 (the "Effective Date"), by and between the Garberville Services District (hereinafter "GSD" or "District"), a California public entity, and the Southern Humboldt Community Park (hereinafter "SHCP"), a California non-profit public benefit corporation. Where collective reference is intended, SHCP and the District are referred to as the "Parties" in this Agreement.

Recitals

- A. WHEREAS, SHCP is the owner of that certain real property commonly known as the Southern Humboldt Community Park located at 1144 Sprowel Creek Road, Garberville, California (APN 222-091-015) and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "SHCP Property").
- B. WHEREAS, the SHCP Property is used as a public park
- C. WHEREAS, an "Application Form for Cities and Districts to Provide Services Outside Agency Boundaries to LAFCo" has been submitted and is currently pending before the Humboldt Local Area Formation Commission (the "Outside Service Application"), which, if approved, would allow the District to supply water to SHCP;
- D. WHEREAS, SHCP would like a metered water connection to the District's existing treated waterline, if and when the Outside Service Application is approved by LAFCo, for the purposes of providing potable water to the existing residences and outbuildings at the SHCP Property and to public water fountains for public users of the park;

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

Agreement

1. Water Meter Connection. Contingent and conditional upon (i) LAFCo's approval of the Outside Service Application and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit and license, the District shall allow SHCP, at SHCP's sole cost and expense, to install one (1), three-quarter inch ($\frac{3}{4}$ "") meter for one (1) new service connection from Tooby Ranch Road off of the existing 8" waterline that was constructed adjacent to the Tooby Ranch Road, to serve only the existing residences and outbuildings on the SHCP Property existing as of the Effective Date and public water fountains to be constructed on the SHCP Property in the area depicted as the "Proposed Water Service Areas" on the Diagram attached hereto as **Exhibit B**. This meter will be billed as a multi-family residential account. SHCP will directly pay and/or reimburse GSD for all fees, costs and expenses, of every type and nature, including, without limitation, costs for environmental and engineering studies and application fees, incurred from or with retained consultants, public agencies, and other persons or entities related to the assessment and inspection of the meter. These obligations include, without limitation, reimbursement for all consultant's fees, LAFCo charges, administrative costs, staff time, and costs and fees for any environmental studies or assessments required by SWRCB and/or LAFCo, and/or any other authority related to the SHCP application for water service. The District will pay for the first \$5,000 of consultant costs associated with Jennie Short preparing and processing the application to LAFCo and SWRCB for water service. SHCP shall provide a \$2,000.00 deposit towards these fees and will be billed monthly (or quarterly at the District's option) for actual expenses incurred. SHCP will pay amounts billed beyond the deposit within thirty-six (36) months of the date of the invoice for reimbursement. SHCP agrees to accept the District or consultant's estimate of what portion of total costs were associated with the SHCP application as conclusive. SHCP acknowledges that LAFCo may not estimate what their charges will be, and the amount of the LAFCo charges are out of the District's control and will be invoiced by LAFCo as they are incurred. SHCP will pay all LAFCo charges directly to LAFCo upon receipt of the LAFCo invoice.

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

obligated to pressure test all waterline line infrastructure located on the SHCP Property to the satisfaction of GSD.

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

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

5. Limitations on Water Service Connection Use. The new three-quarter inch (¾”) water meter and associated waterlines shall be used for residential purposes only at the existing facilities and for public recreation drinking fountain uses, as described in Section 1 of this Agreement, and shall not be used to serve future development on the SHCP Property. Any proposed water usage for future development purposes on the SHCP Property will be evaluated by the District based upon the District’s available water supply at such time as SHCP requests any expanded uses and shall require subsequent written approval by the District, the County of Humboldt, annexation into the jurisdictional boundary by Humboldt LAFCo, and all governmental agencies and regulatory bodies having authority over such usage. SHCP expressly acknowledges that nothing in this Agreement shall constitute the District’s express or implied consent or ability to provide water service to any structures or areas on the SHCP Property other than those existing structures identified in Section 2 of this Agreement. Water service shall not be extended to other structures on or portions of the SHCP Property without the prior written approval of GSD, which can be granted or denied in GSD’s exclusive discretion. In addition to the foregoing:

5.1. Any water usage on the SHCP Property shall not exceed two thousand (2000) cubic feet per calendar month. The area of usage shall be expressly limited to those portions of the SHCP Property approved for water service by Humboldt LAFCo and within the GSD permitted “Place of Use”, contingent upon approval of the GSD Application.

5.2. Any water usage on the SHCP Property will be monitored monthly in conjunction with the reading of the water meter. GSD shall notify SHCP if and when the usage reading exceeds 2000 cubic feet per month. GSD shall have the right and option, in its discretion, to shut off the meter if the usage is more than 3000 cubic feet per month for any two months in a twelve (12) month period. As of the Effective Date of this

Agreement, SHCP acknowledges that it does not need to exceed nor intend to exceed the 2000 cubic feet per month restriction to serve the existing improvements located on the SHCP Property described in Section 1 of this Agreement.

5.3. The area(s) on the SHCP Property served by the water meter contemplated for construction in Section 1 of this Agreement must at all times be consistent with the Humboldt LAFCo approved water service area and the California State Water Resources Control Board approved Place of Use restrictions on GSD water service.

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

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

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

issued by the other party, the Humboldt County Superior Court shall have the power to compel mediation, and impose reasonable attorney's fees and costs on the party refusing mediation. If mediation fails and litigation ensues, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs from the adverse party.

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

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

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

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

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

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

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

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

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

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

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

“GSD” or “District”:

Garberville Sanitary District

By: _____

Name: _____

Its: _____

“SHCP”

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

By: Ross Huber

Name: Ross Huber

Its: Board Chair

By: _____

Name: _____

Its: _____

[Attach exhibits]

DRAFT



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

WATER LEAKS

From January 2019 until now, we have repaired more than 10 water leaks which range from meters, service lines or main lines. We are working hard to account for all water treated, used by customers and collected in the wastewater plant.

Some of the leaks which we have repaired are listed below:

- 1. Conger and Locust-----4” main line**
- 2. Conger and Redwood Drive----4” and 2” main line**
- 3. Redwood Drive and Stone Junction----2” main line**
- 4. Maple Lane---4” main line**
- 5. Maple Lane---3/4” service line**
- 6. Hillcrest Drive----6” main line**
- 7. Multiple water meter leaks**
- 8. Hydrant leak on Wallen Road**
- 9. Leino Lane—3/4” Service line**
- 10. Oak Street---2” main line**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants

and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
6. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.
7. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
8. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
 - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
 - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must

-
- be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.
- c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
 - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
9. WITHDRAWAL. ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.
11. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
12. VENUE. Venue for any dispute or enforcement shall be in Sacramento, California.
13. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
14. COMPLETE AGREEMENT. This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
15. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
16. AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.
17. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA.

18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: August 1, 2019

By: *Laura S. Gill*

Special District Risk
Management Authority

Dated: _____

By: _____

Garberville Sanitary District

RESOLUTION NO. 19-004

A RESOLUTION OF THE OF THE (GOVERNING BODY) OF Garberville Sanitary District APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, Garberville Sanitary District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to

consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 27th day of August, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

ENTITY Secretary

Development & Operations Plan Emerald Triangle Group



Humboldt County
APN 032-051-032-000

Submitted to:



Type 6 Solventless Manufacturing
Type 11 Distribution

December 26, 2018 (v2.1)

Prepared by:



CannaFarms Consulting, LLC
PO Box 272
Fields Landing, CA 95537
(707)741-1261
cannafarmsconsulting@gmail.com

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I. Site Description

The project is located in the heart of the Emerald Triangle. Southern Humboldt's traditional cannabis market center, Garberville, is at the heart of local economic activity. It has traditionally embraced its connection to Emerald Triangle SoHum cannabis. The town is going through a transitional shift from trimmigrants and extractions within a shed to safe and sanitary business providing a legal product in demand. Local cannabis cultivators are in need of distribution and nonsolvent manufacturing services which is the intent of the project.

825 and 827 Redwood Drive is commercial frontage property with zero lot lines in downtown Garberville (Figure 1). It has a three-story stick-built structure, with a two-story concrete water tank outbuilding in the back, and in the rear a two-story storage facility. Current use is commercial retail on the first floor, offices on the second, and a residence on the third completely under control of the Operator. The project shall be using the bottom floor for commercial cannabis distribution and manufacturing activities while no change or commercial use occurs above (Figure 2).

This location provides easy access to Highway 101 and most county roads that local cultivators and a commercial delivery vehicle would use. Main entries are via Redwood Drive and an alley in the rear from Maple Lane. On the commercial frontage there are privately owned ADA-compliant and three (3) standard parking stalls.

Downtown Garberville and the project site are a commercial area zoned Community Commercial (C-2). This zone is intended to apply to areas where more complete commercial facilities are necessary for community convenience. Principally permitted uses include stores, office, and services of a light commercial character, whereas, wholesale outlets and light manufacturing are uses permitted with a Special Use Permit. Other uses not enumerated, but allow under ordinance, require a Conditional Use Permit.

Conditions of use shall apply to the permit and are typically based upon potential for impacts of externalities of business. The area, for the most part, is suitable for commercial cannabis development, though there are potential sensitive receptors within three hundred feet (300') of the business. Specifically, there is a residential area a block behind the site, which may be impacted by smells. Further, adjacent business may also have to deal with smell, increased traffic, and other impacts to their business. Therefore, it shall be essential to plan and develop the site accordingly.

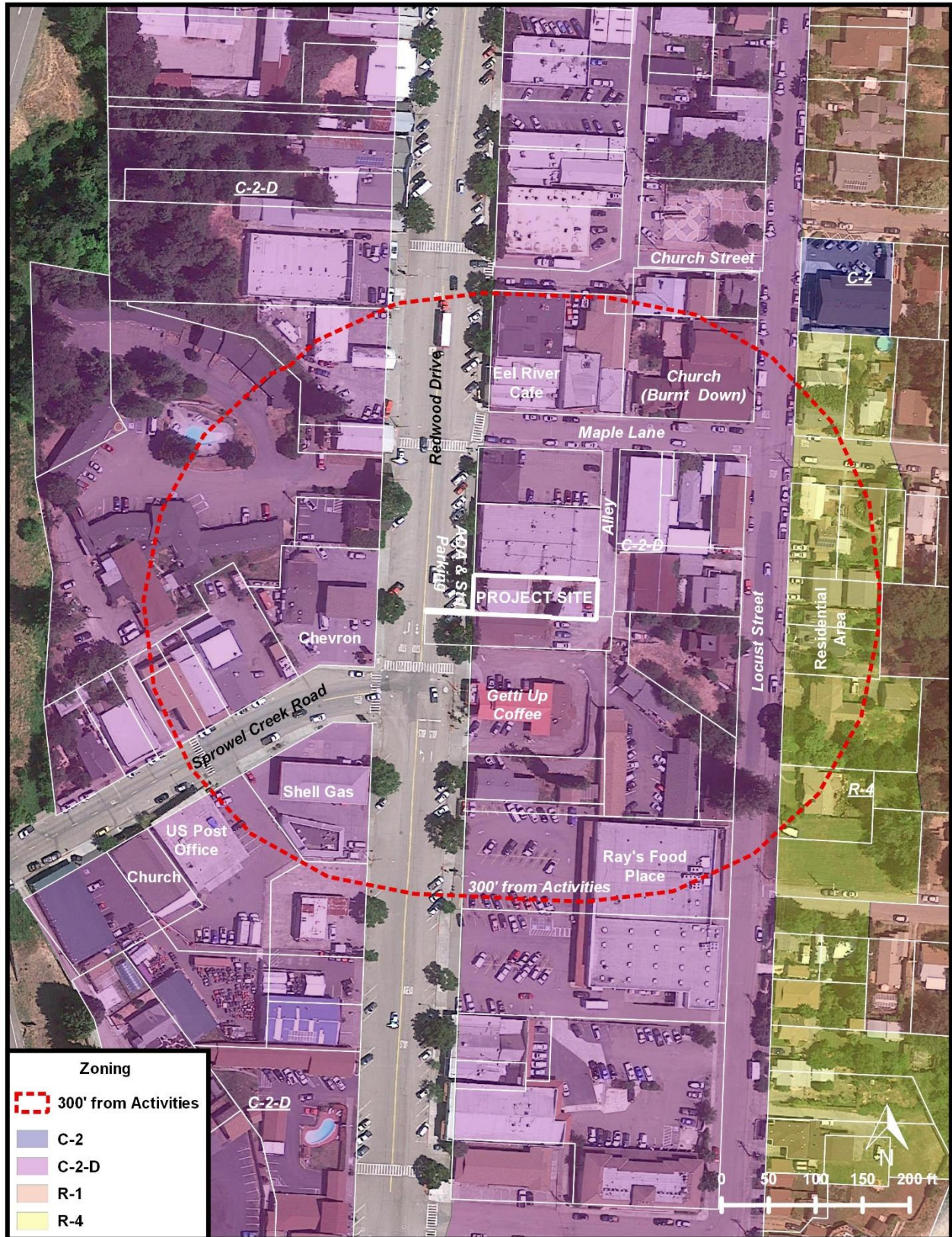


Figure 1: Project Location and Zoning

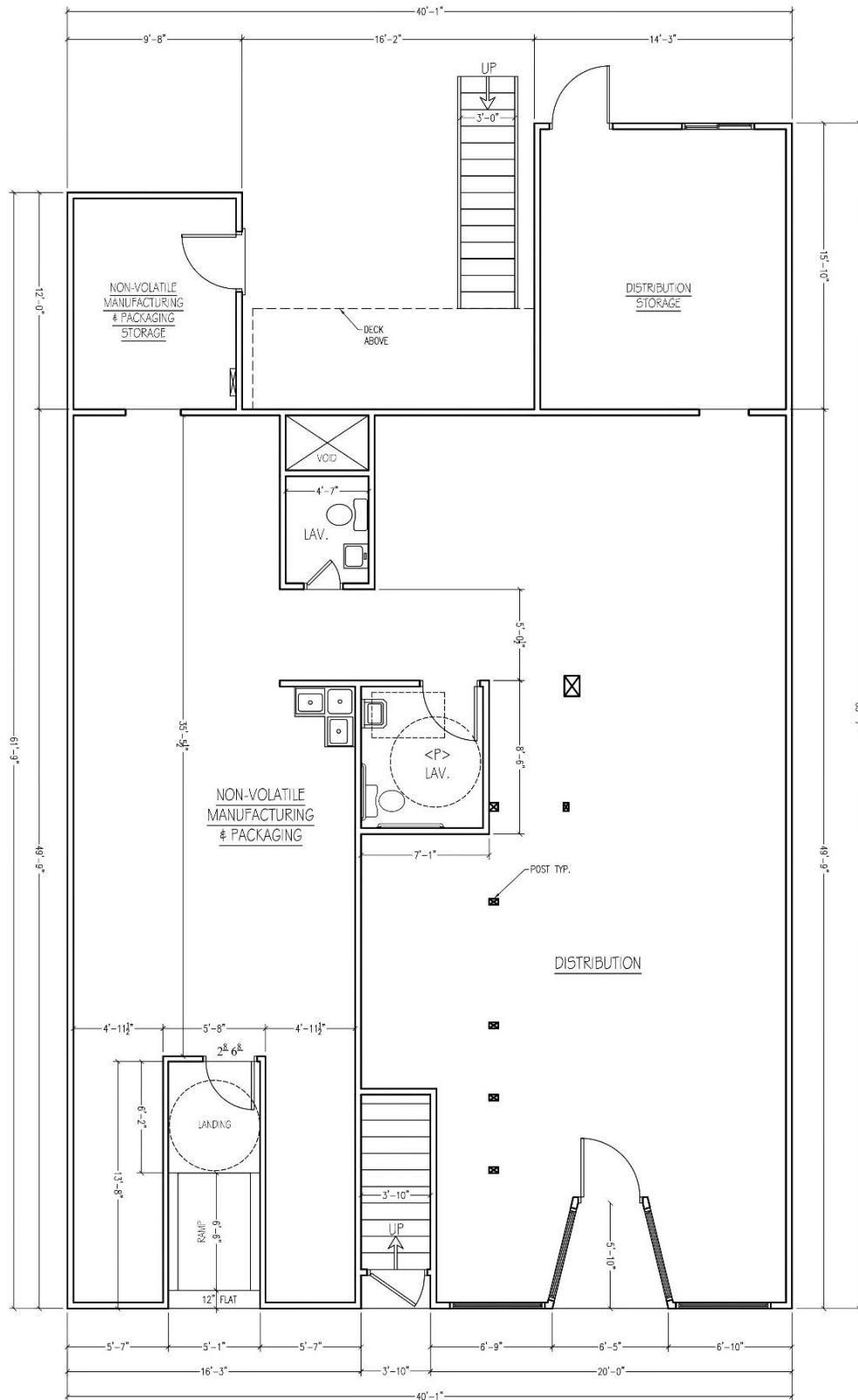


Figure 2: 1st Floor Schematics

II. Development Plan

The proposal is to develop a commercial cannabis Type 11 Distribution and Type 6 Solventless Manufacturing Facility meeting or exceeding Humboldt County Code and State Law. Retail frontage sales are not intended nor shall they be undertaken. All development shall be fully engineered, equipment CL-Certified, and operations licensed as required by law. All commercial cannabis activity shall take place on the 1st Floor of the frontage building, the backyard area, and within the two-story storage units. Use of the upper floors would not change and would remain under the control of the operator.

Development is proposed as follows which shall meet all County and State laws:

A. Commercial Frontage

1. Type-6 Manufacturing of Solventless extracts including the production of kief, hash, rosin, steam distilled terpenes, and pre-rolls.
2. Type-11 Distribution of raw and packaged cannabis goods.
3. Remove of a wall partition to create a single location with access to a shared ADA-compliant restroom.
4. Safety upgrades including fire suppression.
5. ADA-Compliance upgrades.
6. Occupancy change of first floor to a F-1 processing use, no change to second floor, and the third floor from R-3 to R-1.
7. ADA-compliant secure front entrances.
8. ADA-compliant exterior ramp from the rear alley parking lot to the rear entrance.
9. Stairs on entrance from alley to be rebuilt to be upgraded with a current code compliant design

B. Two-Story Outbuilding (Figure 3)

1. Shall be demolished as it is unsafe for employees and operations. It represents a safety risk and would be costly to retrofit.
2. Shall install in its footprint a fully engineered, modern, and safe twelve feet by fifteen feet (12'x15') single story metal building.
3. Shall develop within the updated metal building a small fully engineered closed loop ethanol extraction facility.

C. Two-Story Twenty (20) Unit Mini Storage

1. First floor shall be outfitted with a walk-in refrigeration unit to store cannabis at optimum temperatures.
2. Second floor shall be used to store cannabis product produced and packaged at the facility.

D. Parking

1. ADA-compliant van accessible parking shall be on the commercial frontage.
2. Three (3) standards stall shall be provided on the commercial frontage.
3. The delivery vehicle may be stored within the rear delivery space, or, within a leased unit at Evergreen Self Storage located two (2) miles north of Garberville.



Figure 3: Two-Story Outbuilding

III. Operations, Employment, and Safety

The Operator shall implement safety protocols to protect the health and safety of its employees and consumers. Operations shall meet all State and County laws and any required health and safety laws. The integrity of the end product and safety of use for the consumer while maintaining the welfare of employees is of the utmost concern.

A. Days and Hours of Operation

1. The facility is not open to the public and shall not accept visitors without a specific business purpose.
2. Hours of operation shall typically be from 7am to 7 pm; however, during periods of seasonally high workload, the hours of operations within the facility may increase to 24 hours per day. During such extend hours of operations, shipping, receiving, and any other traffic or noise generating activities shall be limited to normal working hours.

B. Use of Labor

1. The Operator shall comply with all applicable federal, state, and local laws and regulations governing California Employers, which may include: federal and state wage and hour laws, CAL/OSHA, OSHA, California labor laws, all State and County laws, and the Humboldt County Code (including the Building Code).
2. The Operator shall implement safety protocols and provide all employees with adequate safety training relevant to their specific job functions.
3. At all times, employees shall have access to safe drinking water and toilets and handwashing facilities that comply with applicable federal, state, and local laws and regulations.

C. Employee Screening Processes

1. It is anticipated that the operation shall employ up to five (± 5) full-time employees.
2. Employees must be able to perform all tasks as described by their job description.
3. Operations shall be overseen at all times by an owner or manger.
4. All candidates for staff positions shall undergo criminal background checks as part of the standard screening process.
5. To the maximum effect allowed by California and federal employment law, candidates with a criminal, violent, and/or drug abuse history shall be screened from employment.

D. Product Safety

1. Prior to engaging in the manufacture of any cannabis product the owner(s) and/or manager(s) shall have successfully passed an approved and accredited food safety certification examination as specified in Sections 113947.2 and 113947.3 of the California

Retail Food Code and any other certifications required by all State and County laws.

2. Food safety certification shall be achieved by successfully passing an examination from an accredited food protection manager certification organization. The certification organization shall be accredited by the American National Standards Institute as meeting the requirements of the Conference for Food Protection's "Standards for Accreditation of Food Protection Manager Certification Programs."
3. All employees shall have adequate knowledge of, and shall be properly trained in, product safety as it relates to their assigned duties.
4. There shall be at least one food safety certified owner or employee at the facility responsible at all times.
5. The certified owner or employee shall be responsible for ensuring sufficient training of all employees in the safe preparation of cannabis products of any kind.

E. Emergency Action Response Planning

1. Employees shall be trained and certified in basic CPR & 1st Aid.
2. Two (2) CPR& 1st Aid Kit Stations shall be provided on adjacent sides of the manufacturing facility. There may be an Automated External Defibrillator (AED) onsite.
3. Employees with known allergies that could be a health concern shall inform management, and if require an EpiPen, shall carry said provisions with them at all times while on-site.
4. Within the processing facility a working phone connection or emergency call button connected to a monitored security system shall be put into use.
5. Emergency call buttons, depending on circumstances, may or may not be placed throughout the facility.
6. The facility shall be outfitted with an internal intercom system.

F. Employee Accident Reporting and Investigation Policies

1. All accidents shall be reported to management.
2. Management shall investigate and keep written reports of accidents.
3. Reporting to authorities shall be accordingly to the requirements of law.

G. Fire Prevention

1. Automated chemical and/or water fire sprinkler suppression systems shall be installed within the facility.
2. A fire monitoring system shall be installed in conjunction with the monitored security system.
3. Each of the partitions shall have at minimum (1) dry chemical fire extinguisher with a twenty pound (20lb) capacity.

4. All employees shall be trained with fire safe methods and in the proper use of fire extinguishers.
5. Fire extinguishers shall be maintained and certified on an annual basis.

H. Hazard Communication Policies, Including Maintenance of Material Safety Data Sheets (MSDS)

1. Employees shall be trained in the proper handling of all hazardous materials, if any are ever used.
2. If any regulated substances are ever used MSDS of any applicable hazardous materials shall be posted visibly on-site at all times.

I. Job Hazard Analysis

1. Employees may be exposed to industrial related risks.
2. Within the first year risks shall be assessed by an independent expert to reduce job hazards as applicable by law.
3. A risk management plan shall be implemented to reduce identified issues.

J. Personal Protective Equipment Policies

1. The Operator shall provide personal safety equipment for use such as OSHA certified safety glasses, hardhats, nitrile gloves, disposable face masks, and filtered respiratory protection.
2. Employees shall be trained in the use, expected to make use, and shall have ample access to personal protective equipment provided by the Operator.
3. Storage areas for personal safety equipment shall be provided.

K. Emergency Contacts

The Operator's facilities shall visibly post and maintain an emergency contact list which includes at a minimum:

1. Operation manager contact(s):
 - a. Owner/Operations Manager: Joseph Bilandzija (707)951-7185
 - b. Owner/Facility Manager: Francesco Galafaro (707)951-6521
2. Emergency responder contact(s):
 - a. EMERGENCY CALL 911
 - b. Nonemergency Sheriff: (707) 445-7251
 - c. Garberville CalFire: (707) 923-2645
 - d. City Ambulance: (707) 445-4907
3. Poison control contact(s):
 - a. EMERGENCY CALL 911
 - b. Poison Control Centers 1-800-222-1222

IV. Products

The Operator intends distribute cannabis in bulk and to produce a wide range of solventless cannabis products utilizing ethanol and mechanical based extraction methods. Value added products shall include those made from on-site raw or manufactured goods and processed crude material transferred from a Licensed Off-site Type 7 Manufacturer. Edibles such as cookies, chocolate, and baked goods are not proposed. The following list are intended products that shall be produced:

Distillate	Pre-rolls
Rick Simpson Oil (RSO)	Ice Bubble Hash
Shatter	Water Hash Rosin
Isolates	Dry Sift
Tinctures	Dry Sift Rosin
Sauce	Flower Rosin
Budder	Steam Distilled Terpenes
Wax	Vape Cartridges
Packaged Flower	Dab Syringes

V. Cannabis Concentrate Production

The Operator is proposing to manufacturing products using differing methods to produce cannabis extracts. Cannabis extracts shall be produced with solventless nonflammable methods. Systems shall utilize water, ice, screens, presses, centrifuges, trimmers, and steam distiller. All development shall be fully engineered, equipment CL-Certified, food or laboratory grade, and operations licensed as required by law. The facility complex shall feature the following equipment:

1. Ethanol Closed Loop Extraction (Figure 4)
2. Evaporator Unit
3. RSO Machine with Scientific Hood
4. Twenty liter (20L) or less Rotary Evaporator with Scientific Hood
5. Vacuum Ovens
6. Chillers
7. Food-Grade Water Hash Extraction (Figure 5)
8. Rosin Presses
9. Ice Machine
10. Freeze Dryer
11. Ice Extract Bags
12. Kief Tumblers
13. Stainless Thirty to Fifty Gallon (30-50gal) Steam Distiller
14. Autoclave
15. Ultrasonic Homogenizer
16. Preroll Machines
17. Stainless Steel Shelves and Tables

- 18. Cleaning Area
- 19. Centrifuge
- 20. Measuring Devices
- 21. Packaging Equipment



Figure 4: Delta Separations Ethanol Extraction Units

Video: <https://www.deltaseparations.com/cup15/>



Figure 5: Delta Separations Frenchy Cannoli Hash Machine

The Operator shall, regardless of the method of the category of concentrate or packaged cannabis being produced, do the following:

- A. Ensure that the space in which any cannabis product is to be produced within a fully enclosed room and clearly designated on the site map.
- B. Ensure that all applicable sanitary rules are followed.
- C. Ensure that the standard operating procedures for each extraction method includes, but not limited to, step-by-step instructions on how to safely and appropriately:
 1. Extract cannabinoids and other essential components;
 2. Purge any unwanted components from extractions;
 3. Clean all equipment, counters and surfaces thoroughly meeting sanitary food standards; and
 4. Dispose of any waste produced with all applicable local, state and federal laws, rules and regulations.

- D. Establish written and documentable quality control procedures designed to maximize safety for employees and minimize potential product contamination.
- E. Establish written contingency plans to be followed by employees in case of a fire, chemical spill or other emergency.
- F. Have a comprehensive training manual that provides step-by-step. The training manual shall include, but not limited to, the following:
 - 1. All standard operating procedures for each method of concentrate production;
 - 2. Quality control procedures;
 - 3. Emergency procedures;
 - 4. Appropriate use of any necessary safety or sanitary equipment;
 - 5. The hazards presented by all solvents used in the material safety data sheet;
 - 6. Clear instructions on the safe use of all equipment in accordance with manufacturer's instructions; and,
 - 7. Periodic cleaning required to comply with all applicable sanitary rules.
- G. Provide adequate training to every employee prior to that individual undertaking any process involving equipment.
 - 1. Adequate training shall include, but not limited to, providing a copy of the training manual and live, in-person instruction, and hand's on instruction.
 - 2. The trainer shall sign and date a document attesting that all required aspects of training were conducted and that he or she is confident that the trainee can safely operate within the facility. The trainee shall also sign said document that they feel confident to operate safely within the facility.
- H. Maintain clear, comprehensive records with the name and signature of every individual who engaged in any step related to the creation of a production batch and the procedure that individual executed.

VI. Hazardous Materials Business Plan

Health and Safety Code (HSC) Section 25505(a)(3) requires business have a Hazardous Materials Business Plan (HMBP) that contains an Emergency Response Plan and procedures to follow in the event of a release, or threatened release of a hazardous material. Each business shall prepare an HMBP and submit to the Hazardous Materials Division of the Department of Environmental Health using the California Environmental Reporting System (CERS) if that business uses, handles, or stores a hazardous material (including hazardous waste) or an extremely hazardous material in quantities greater than or equal to the following:

- A. 500 pounds of a solid substance
- B. 55 gallons of a liquid
- C. 200 cubic feet of a compressed gas
- D. Any amount of a hazardous compressed gas (highly toxic gases with a Threshold Limit Value of 10 ppm or less)
- E. Extremely hazardous substances in threshold planning quantities as defined in 40 CFR Part 355

Ethanol extraction, although considered a safe solventless nonflammable extraction method, is treated as Hazardous Material. There shall be storage and use of ethanol in quantities greater than fifty-five gallons (55gal) and no more than one hundred ten gallons (110gal) at any time.

Therefore, based upon the amounts of liquid alcohol that could be on premises at any time a HMBP shall be required. HSC Section 25505(a)(4) requires that the HMBP contain training for employees taking into consideration their position and duties relative to the handling of hazardous materials. The training must be conducted when employees are first hired, and refresher training sessions given annually. The training must be documented and training records must be maintained readily available for three years. At a minimum, the training plan must include:

- A. Familiarity with the Emergency Response Plan;
- B. Emergency response procedures in the event of a release or threatened release of a hazardous material;
- C. Immediate notification procedures for reporting releases of hazardous materials or other emergencies; and,
- D. Procedures for the mitigation of a release to minimize potential harm to humans or the environment.

The CERS Consolidated Emergency Response/Contingency Plan is a statewide form in CERS to assist businesses in addressing the Emergency Response Plan, Employee Training and Hazardous Waste Contingency Plan requirements in one comprehensive document. The CERS Consolidated Emergency Response/Contingency Plan has been developed to:

- A. Unify emergency response plan, employee training plan, and contingency plan requirements for hazardous substances and hazardous wastes
- B. Provide for basic contingency planning for an average small to mid-size facility
- C. Impose minimal regulatory requirements on businesses

VII. Production Quality Control, Consumer Safety, and Processes

The Operator shall implement quality control and consumer safety control processes, procedures, and documentation that meets all state and local requirements, including but not limited to State and Humboldt County Code:

A. Quality Control

1. Samples of all raw materials shall be screened and tested by an independent State licensed and/or locally permitted licensed laboratory.
2. All raw materials shall meet state requirements for pesticides, mold, and other undesirable qualities prior to extraction.
3. Samples from each batch of finished product shall be screened and tested by a State licensed and/or locally permitted licensed independent laboratory.
4. The facilities inventory control process includes tracking of all incoming raw and processed materials, including the name and state license number of the

- cultivator, the testing lab data (as applicable), the strain, the supplier's product tracking identification data, and bill of lading from the transport company.
5. All incoming raw materials shall be assigned a batch number that can be cross-referenced to the above referenced data and stays with the product through the manufacturing process and to final sale to distributors and/or retailers.
 6. All finished product shall meet state requirements for pesticides, mold, and other undesirable qualities prior to release for sale to wholesalers and retailers.
 7. All outgoing product shall be tracked by SKU, batch number, invoice, and shipping documents; unless the product is not for sale which shall be destroyed and documented.
 8. Documentation of all lab test results shall be kept on file.

B. Packaging

1. All packaging shall meet state requirements.
2. Labeling shall include a warning if nuts or other known allergens are used.
3. Labeling shall include the total weight in grams of cannabis or milligrams of THC in the package.
4. A warning that the item is cannabis and not a food shall be distinctly and clearly legible on the front of the package.
5. The package label shall have a warning that's clearly legible and emphasizes that the product is to be kept away from children.
6. The label shall also state that the product contains cannabis.
7. The label shall specify the date of manufacture and batch number.
8. Packaging that makes the product attractive to children shall not be used.
9. The methodologies for tracking and inventory of cannabis and cannabis extracts may be subject to requirements imposed by the State Licensing Authority and Humboldt County which shall be adjusted accordingly as required.

C. Sanitary Practices

1. All reasonable measures and precautions shall be taken to ensure the following sanitary conditions:
 - a. Any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with cannabis or cannabis extracts shall be excluded from any operations which may be expected to result in contamination until the condition is corrected;
 - b. Hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature throughout the facility.
 - c. Sanitary practices shall require employees to wash or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

- d. Nitrile gloves shall be donned after sanitizing hands;
- e. All persons working in direct contact with cannabis and cannabis extracts shall conform to hygienic practices while on duty, including but not limited to:
 - i. Maintaining adequate personal cleanliness;
 - ii. Wash hands thoroughly before starting work and at any other time when the hands may have become soiled or contaminated; and
 - iii. Refrain from having direct contact with cannabis and cannabis extracts if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.

D. Waste Management

1. Litter and waste are properly removed;
2. Operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis and cannabis extracts are exposed;
3. Floors, walls, and ceilings are constructed in such a manner that they may be adequately cleaned and each is kept clean and in good repair;
4. That there is adequate lighting in all areas where cannabis and cannabis extracts are produced or stored or sold and where equipment or utensils are cleaned;
5. That there is adequate screening or other protection against the entry of pests.
6. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage, or breeding place for pests;
7. That fixtures and other facilities are maintained in a sanitary condition;
8. That toxic cleaning compounds, sanitizing agents, and other chemicals shall be identified, held, stored and disposed of in a manner that protects against contamination of cannabis and cannabis extracts and in a manner that is in accordance with any applicable local, state or federal law, rule, regulation or ordinance;
9. That all operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging, and storing of cannabis and cannabis extracts shall be conducted in accordance with adequate sanitation principles;
10. That employees are provided with adequate and readily ADA accessible toilet facilities that are maintained in a sanitary condition and good repair; and
11. That cannabis and cannabis extracts that can support the rapid growth of undesirable microorganisms are held in a manner that prevents the growth of these microorganisms.
12. The facility shall be open to inspection by the local fire department, building inspector, or code enforcement officer to confirm that no health or safety concerns are present. It is understood that:

- a. Inspections may result in additional specific standards to meet local jurisdiction restrictions.
 - b. An annual fire safety inspection may result in the required installation of fire suppression devices, or other means necessary for adequate fire safety.
 - c. Cannabis and cannabis extract waste shall be rendered unusable and unrecognizable prior to leaving the facility through one of the following methods unless another method is prescribed by the County of Humboldt or the State of California:
 - d. Grinding and incorporating the cannabis waste with non-consumable, solid wastes listed below such that the resulting mixture is at least 50percent non-cannabis waste:
 - i. Paper waste;
 - ii. Plastic waste;
 - iii. Cardboard waste;
 - iv. Food waste;
 - v. Grease or other compostable oil waste;
 - vi. Bokashi, or other compost activators;
 - vii. Other wastes approved by the State Licensing Authority that shall render the cannabis and cannabis extracts waste unusable and unrecognizable as cannabis; and
13. The methodology for destroying and disposing of cannabis and cannabis extracts shall be subject to requirements imposed by the State Licensing Authority and shall be adjusted accordingly as required.
14. Records of destroyed raw materials and product shall be kept and cross-referenced by batch number and SKU. The weight or volume, as appropriate, shall be recorded along with the method of disposal.
15. The methodology for recording destroyed cannabis and cannabis extracts shall be subject to requirements imposed by the State Licensing Authority and shall be adjusted accordingly as required.

VIII. Security

The facility is for the purpose of the distribution and manufacturing of cannabis products according to State and Humboldt County Code standards. All products shall be sold to State licensed facilities on a wholesale basis. The facility shall not be open to the public and shall not accept visitors without a specific pre-authorized business purpose.

Visitors of the facilities shall be monitored by video at all times. Only authorized representatives of state licensed wholesalers and licensed vendors shall be allowed to enter the facility, be in close proximity to products and raw materials, and shall be supervised at all times. Any other vendors or maintenance workers allowed in the facility shall at all times be escorted and separated from finished products and raw materials.

The Operator shall protect against diversion of cannabis by theft of not only intruders, but also from staff members, and visitors. This shall be achieved by limiting access both into and within different areas of the facility as necessary. Surveillance monitoring of personnel and visitors shall occur at all times. Strict inventory control measures shall also be engaged to prevent and detect diversion. The security measures located on the premises shall include the following:

- A. Indoor and outdoor lighting controlled by photocell switching, timers, infrared motion sensors and/or other state-of-the-art control systems to maintain an adequate light level at the interior and exterior of the facilities to ensure that personnel and the video surveillance system can effectively monitor the space in and around the facility at all times. Exterior lighting shall be directed so as to not pose a nuisance to neighboring properties.
- B. An independently monitored third party security and fire alarm system shall be installed and operated at all appropriate times within the facility.
- C. Communications between the facilities alarm system and the central control station shall be uninterruptible by power outage and/or disability of the telephone system. Communications shall be powered by an uninterruptible power supply, and transmission shall either be by cellular or radio.
- D. All entrances to the occupied building space of the facility shall be restricted by an access control system capable of identifying authorized personnel. The system may also be capable of limiting personnel access to the appropriate locations within the facility depending on the person's job and responsibilities, and also limit facility access to certain times and days as appropriate.
- E. All cannabis raw material deliveries shall be received at the facility from a State licensed and/or locally permitted licensed transport company or individual
- F. All cannabis product deliveries shall be transported to State licensed and/or locally permitted licensed Wholesale/Distribution companies by a State licensed and/or locally permitted licensed transport company.
- G. 24 hour access to the facility by emergency responders shall be provided via a KNOX Box.

DIRECTIONS:
 EXIT US-HWY 101 TO GARBERVILLE ON REDWOOD DR
 PARCEL IS ±100' NORTH OF SPROWL CREEK ROAD
 INTERSECTION ON EAST SIDE OF REDWOOD DR

NOTES:

1. THE WATER SOURCE FOR THIS SITE SHALL BE PUBLIC.
2. NO WATER STORAGE ON-SITE.
3. ALL STRUCTURES ARE PERMITTED.
4. ON-STREET PARKING SHALL BE UTILIZED.
5. ADA ACCESSIBILITY SPECIFICATIONS DETERMINED TO BE REQUIRED SHALL BE MET.
6. ONE CHURCH IS W/IN 600' FEET OF PARCEL AND ±7 RESIDENCES W/IN 300'.
7. NO DOCUMENTED PRIME AG SOILS ON THE PARCEL.
8. NO KNOWN EASEMENTS
9. NO KNOWN HISTORIC BUILDINGS OR ARCHAEOLOGICAL SITES
10. NO STREAMS ON THE PARCEL
11. GOOGLE BACKGROUND IMAGE DATE: 5/28/2014
12. PROPERTY LINES HAVE BEEN ESTIMATED FROM MAPPING DATA



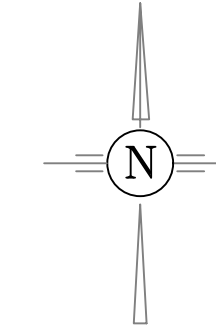
SCALE 1" = 100'

SITE PLAN (DETAIL A)



PROJECT INFORMATION

OWNER/APPLICANT:
 EMERALD TRIANGLE GROUP, LLC
 P.O. BOX 262
 ALDERPOINT CA, 95511
 (707)298-4438
 LOCATION:
 A.P.N. 032-051-032
 SETBACK: 0' FRONT, SIDE
 15' REAR
 ZONING: C-2-D
 LOT SIZE: ±0.12 ACRES
 DESCRIPTION: SPECIAL PERMIT FOR
 CANNABIS WHOLESALE DISTRIBUTION
 AND TRANSPORTATION AND
 EXTRACTION FACILITIES.



DISCLAIMER:
 MAPPING INFORMATION PROVIDED IS FOR HUMBOLDT COUNTY PLANNING PERMITTING PURPOSES ONLY. THIS SITE PLAN REFLECTS MANY MAPPING DETAILS THAT ARE USEFUL TO ASSURE THAT THE STRUCTURES ARE LOCATED APPROPRIATE TO THEIR SURROUNDINGS. HOWEVER, NONE OF THE INFORMATION SHOWN IS IMPLIED TO SUGGEST OR SUBSTITUTE FOR A CONTRACTED ACTUAL LAND SURVEY.
 A. M. BAIRD, ENGINEERING AND SURVEYING, INC. ASSUMES NO RESPONSIBILITY ARISING FROM THE USE OF INFORMATION PROVIDED, OTHER THAN WHAT HAS BEEN SPECIFICALLY INTENDED FOR THIS COMMERCIAL LAYOUT.

LEGEND:

	PROPERTY LINES (ESTIMATED)
	SECURITY FENCE/ENTRY
	BUILDING SETBACK
	300' SETBACK
	600' SETBACK
	ROAD EASEMENT CENTERLINE
(E)	EXISTING
(P)	PROPOSED

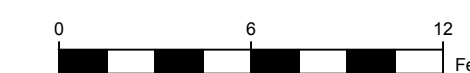


VICINITY MAP N.T.S.



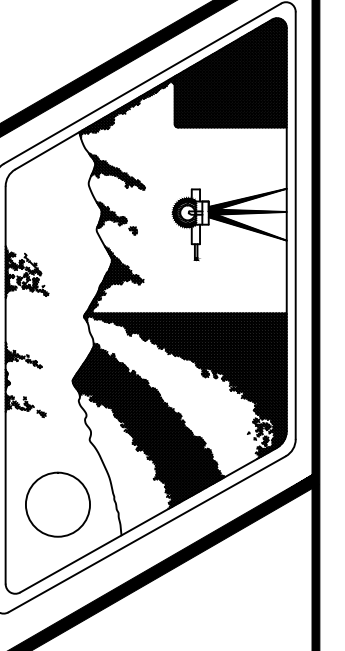
SCALE 1" = 6'

SITE PLAN (DETAIL B)



NO.	DATE	DESCRIPTION	BY
5			
4	7/31/19	ADD NEW BUILDING, REMOVE OFF STREET PARKING, UPDATE NOTES	MJN
3			
2	9/17/18	UPDATES	MJN
1			

A.M. Baird
 Engineering & Surveying
 1257 Main St., P.O. Box 396, Fortuna, CA 95540
 (707)725-5182



SCALE	AS SHOWN
DRAWN BY	MJN
CHKD	A.M.B.
DATE	12/20/16

EMERALD TRIANGLE GROUP, LLC
 825 REDWOOD DRIVE
 GARBERVILLE CA, 95542
 COMMERCIAL MEDICAL CANNABIS SITE PLAN

JOB NO. 16-4559-4

SHEET NO. 1 OF 1

SITE PLAN



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT

CANNABIS APPLICATION/PERMIT TRANSFER REQUEST FORM

1. Application/Permit Information:

Application Number:	12733	Case Number:	
Assessor Parcel Number:	032-051-032		

Original Applicant:

Original Applicant:					
Name:	Terri Sutalo-Flores & Maureen Hope				
Address:	PO Box 262				
City:	Alderpoint	State:	CA	Zip:	95511
Phone:	(707)	Email:			

Business Name (If different from above):					
Name					
Address:					
City:		State:		Zip:	
Phone:		Email:			

2. Person(s) receiving and assuming all terms, conditions, and costs of application/permit:

Transferred Applicants Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	CA	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

Transferred Business Name Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	ca	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

IF an LLC or other business entity, provide articles of incorporation and signatory authorities.

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

please see attached (seal)
Signature

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature (seal)

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of San Diego)

On 8/14/18 before me, S. Caputto, Notary Public
(here insert name and title of the officer)

personally appeared Terri Lynn Sutalo-Flores

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

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

WITNESS my hand and official seal.

Signature S. Caputto



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Cannabis Application Permit Transfer Request Form containing 4 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: S. Caputto

Other

Additional Signer(s) Signer(s) Thumbprint(s)



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT

CANNABIS APPLICATION/PERMIT TRANSFER REQUEST FORM

1. Application/Permit Information:

Application Number:	12733	Case Number:	
Assessor Parcel Number:	032-051-032		

Original Applicant:

Original Applicant:					
Name:	Terri Sutalo-Flores & Maureen Hope				
Address:	PO Box 262				
City:	Alderpoint	State:	CA	Zip:	95511
Phone:	(707)	Email:			

Business Name (If different from above):					
Name					
Address:					
City:		State:		Zip:	
Phone:		Email:			

2. Person(s) receiving and assuming all terms, conditions, and costs of application/permit:

Transferred Applicants Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	CA	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

Transferred Business Name Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	ca	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

IF an LLC or other business entity, provide articles of incorporation and signatory authorities.

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

San Diego

On this 15th day of August 20 18, before me, Mirella Cota Notary

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

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

Witness my hand and official seal.

Mirella Cota (seal)
Signature



CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary

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

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

Witness my hand and official seal.

Signature (seal)



COUNTY OF HUMBOLDT
 PLANNING AND BUILDING DEPARTMENT

CANNABIS APPLICATION/PERMIT TRANSFER REQUEST FORM

1. Application/Permit Information:

Application Number:	12747	Case Number:	SP17-143
Assessor Parcel Number:	032-051-032		

Original Applicant:

Original Applicant:					
Name:	RJ Flores				
Address:	PO Box 262				
City:	Alderpoint	State:	CA	Zip:	95511
Phone:	(707)	Email:			

Business Name (If different from above):					
Name					
Address:					
City:		State:		Zip:	
Phone:		Email:			

2. Person(s) receiving and assuming all terms, conditions, and costs of application/permit:

Transferred Applicants Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	CA	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

Transferred Business Name Information:					
Name	Emerald Triangle Group LLC				
Address:	827 Redwood Dr Suite C				
City:	Garberville	State:	ca	Zip:	95542
Phone:	(707)951-7185	Email:	joe@thehumboldtcure.com		

IF an LLC or other business entity, provide articles of incorporation and signatory authorities.

CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

please see attached (seal)
Signature

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____ (seal)
Signature

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of San Diego)

On 8/14/18 before me, S. Caputto, Notary Public,
(here insert name and title of the officer)

personally appeared Rudi Jayison Flores

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

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

WITNESS my hand and official seal.

Signature S. Caputto



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Cannabis Application Permit Transfer Request Form containing 4 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="checkbox"/> Form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: <u>S. Caputto</u>	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	



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

CONDITIONAL WILL SERVE AGREEMENT
FOR AGRICUTURAL WATER USE

CUSTOMER NAME: EMERALD TRIANGLE GROUP, LLC

CONTACT INFORMATION:

PHYSICAL ADDRESS: 825, 827 REDWOOD DRIVE GARBERVILLE CA 95542

MAILING ADDRESS: PO BOX 262 ALDERPOINT CA 95511

Email: COACH@THEHUMBOLDTCURE.COM

Phone #(Home) (707) 951-4427 (Business) (707)951-7185

Cell Phone# (707)951-7185

Do you prefer calls or texts? TEXT

EMERGENCY CONTACT PERSON: JOE "FASHO" BILANDZIJA

Phone # (707) 951-4427

DESCRIBE COMMERCIAL ACTIVITY

BUSINESS NAME: EMERALD TRIANGLE GROUP, LLC

BUSINESS ADDRESS: 825, 827 REDWOOD DRIVE GARBERVILLE CA 95542

PRODUCTS TO BE CULTIVATED, MANUFACTURED OR DISPENSED:

WHOLESALE CANNABIS FLOWER, PACKAGED CANNABIS FLOWER, WHOLESALE ICE WATER HASH, PACKAGED ICE WATER HASH, WHOLESALE ROSIN, PACKAGED ROSIN, WHOLESALE VAPE CARTRIDGE, PACKAGED VAPE CARTRIDGE

TOTAL SQUARE FOOTAGE OF "IRRIGABLE" LAND UNDER CULTIVATION:

0

ESTIMATED WATER USE DEMANDS IN GALLONS PER MONTH AND YEAR:

2,000 GALLONS PER MONTH, 24,000 GALLONS PER YEAR

ESTIMATED DISCHARGED LIQUID/SOLID WASTE IN GALLONS GENERATED FROM THIS PROCESS

Monthly: 1,000 Annually:12,000

GARBERVILLE SANITARY DISTRICT AGREEMENT

Garberville Sanitary District agrees to provide water for commercial agricultural, manufacturing, research or distribution at (ADDRESS) **825, 827 REDWOOD DRIVE GARBERVILLE CA (APN#) 032-051-032** as long as water is monitored monthly through a separate Garberville Sanitary District approved water meter.

REQUIREMENTS NOW AND IN THE FUTURE:

1. Customer pays a new \$8,000 connection fee for agricultural water meter.
2. Install an agricultural water meter approved by GSD Manager or designee.
3. Provide a site plan.
4. Provide an operational plan.
5. Provide a copy of your County application or permit.
6. Fill out annual GSD application for reporting and monitoring.
7. Include \$150 with annual application for handling and site visit from GSD management.
8. Comply with all water ordinance conditions and requirements now and in the future.
9. Provide annual reconciliation report for water use efficiency.
10. Notify Garberville Sanitary District of any changes in agreement or water use demands.

If the above requirements and conditions are not met, this "Will Serve" letter will be revoked and the commercial agricultural water meter will be turned off and locked out until compliance is achieved and approved by the General Manager or designee.

CHECK EVERY BOX THAT APPLIES:

- I am providing accurate information.
- I will only use GSD water as stated in this agreement.
- I have read this agreement and agree to the terms, conditions and requirements.
- I understand that violation of this agreement will result in termination of water service.
- I have a County approved permit or have a permit pending.

******Please contact Garberville Sanitary District for questions or clarification******

APPROVED BY:


Ralph Emerson

Date: _____

**General Manager
Garberville Sanitary District**

Owner-Applicant Signature:

Date:

 _____

8-1-19







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

**COLLABORATION MEETING
SOUTHERN HUMBOLDT SPECIAL DISTRICTS
August 21, 2019**

All of us represent rate payers and are funded by service charges or taxes and it is in our best interest to serve the community through operational efficiency and fiscal conservatism. This becomes difficult in today's environment of ever growing regulations and oversight restrictions.

That is why I reached out to you, in an effort to reduce budget costs by sharing resources, manpower and finding common projects that will assist in being more efficient and cost effective.

AREAS WHICH BENEFIT ALL PUBLIC AGENCIES

Licensed water/wastewater operators

Emergency Services Personnel

Personnel Skills and Abilities

Equipment

Major Parts Inventory

Emergency Preparedness Plans

Operational Plans

Maintenance Plans

Employees Available With Job Descriptions

What Needs do you Have

What Projects are You Working On

What Sub-Contractors do you use

UPDATE OF MEETING

We had a meeting on August 21 with five other Districts in Southern Humboldt and it was well received because all of us have the same responsibilities to represent or serve our community and customers.

Shelter Cove, Redway, Myers Flat and Briceland participated as we shared ideas, objectives, resources and ways in which we can assist each other. There was a lot of conversation about combining Districts into a single voice within Humboldt County which would help all of us have our concerns heard and hopefully allow us to secure County resources that would typically be overlooked as a small District.

There was consensus that we wanted to continue expanding this group to other Public Agencies while meeting as needed or semi-regular, while improving our ability to work together. The group was given a name, (Southern Humboldt Special Districts).

There is a meeting set up in September to present this group to our Local Supervisor and she supports the efforts we are making to work together while participating in all decisions which affect Southern Humboldt County.

We are building a catalog which shows the resources we have and this catalog of equipment, skills, personnel and licenses will be circulated throughout Southern Humboldt County so as to assist all Districts to better serve their community while having assistance with all of our needs.

I want to Thank TK Williams, Robert Perkins, Justin Robbins and Chestine Anderson for participating and for your invaluable input.

ARTICLE 10 - DISCONTINUANCE OF SERVICE

Sec 10.1 Disconnection for Non-Payment. Service may be discontinued for non-payment of bills after (30) days late.
Adopted 06/27/2017

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

(a) There will be an additional \$100 fee if re-connection of water is requested after normal work hours 9:00am to 5:00pm, Monday--Friday

Adopted 06/27/2017