

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

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

**Date of Meeting: Tuesday, August 27<sup>th</sup>, 2024**

**5:00 p.m. – Open Meeting—Tour of Water Treatment Plant**

**Meeting will resume at 6:00p.m.**

**There will be a Closed Session at start of Regular Meeting**

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

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

**I. REGULAR MEETING CALLED TO ORDER**

**II. ESTABLISHMENT OF QUORUM**

**Rio Anderson\_\_\_, Doug Bryan\_\_\_, Julie Lyon\_\_\_\_\_, Dan Thomas\_\_\_\_\_, Richard Landes\_\_\_\_\_**

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

*Motion:                      Second:                      Vote:*

**IV. RECESS FOR WATER TREATMENT PLANT TOUR**

**V. RECONVENE TO REGULAR MEETING**

**VI. THE BOARD WILL ENTER CLOSED SESSION**

**Comments or Questions about Closed Session Items.**

**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

**(Gov. Code Section, 54956.9**

Lamb v. Rial et al. Humboldt County Superior Court No. CV2300479  
(discussion—possible action)

**Motion:                      Second:                      Vote:**

**VII. RETURN TO OPEN SESSION—REPORT ANY ACTIONS TAKEN IN CLOSED SESSION**

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



- B.2 Tanks Replacement Project (Wallan & Robertson) - Construction Phase pg. 24-28  
 (discussion—possible action) Jennie Short Amend Resolution #24-008  
**Motion:** **Second:** **Vote:**
- B.3 Hurlbutt Tank Replacement Project – Construction Phase pg. 29  
 (discussion—possible action) Jennie Short  
**Motion:** **Second:** **Vote:**
- B.4 Rate Study Update Postponed until September  
 (discussion only)
- B.5 Code Of Conduct Poster for Office pg. 30-31  
 (discussion-possible action) Ralph  
**Motion:** **Second:** **Vote:**

**C. POLICY REVISION / ADOPTION**

- C.1 Late Payment Procedures and Payment Plan Section 9.5 Payment of Bills pg. 32-37  
 (discussion-possible action) Ralph and Mary  
**Motion:** **Second:** **Vote:**
- C.2 Vacation Days—Sick Leave Personnel Policy 5.3.1, 5.3.3 pg. 38-39  
 (discussion-possible action)  
**Motion:** **Second:** **Vote:**
- C.3 Work Place Violence Prevention Plan Per (Senate Bill 553) pg. 40-44  
 (discussion-possible action)  
**Motion:** **Second:** **Vote:**

**XI. ITEMS FOR NEXT BOARD MEETING Date of Next Meeting: September 24th, 2024**

1. Late Payment Procedures
2. Tank Replacement Planning Update
3. Tank Construction Update
4. Pool Fill Charges—Possible ordinance changes with Credit—Mary
5. Vacation Days Policy
6. Rate Study including Connection Fees
7. Fire Suppression including water tanks throughout District

**XII. ADJOURNMENT**

The GSD Board meeting agenda will be posted at the District Office no later than. Date: **Saturday, August 24th, 2024**. The agenda will be on the GSD website and is emailed to the local newspapers and those who have requested an agenda in writing or e-mail.

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

# Garberville Sanitary District

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

## GENERAL MANAGER REPORT

Date: August 27<sup>th</sup>, 2024

There have been issues with homeless people this month which all of us participated in removing them and this will be discussed further by operations staff. There was sheriff involvement and threats by the homeless people with acts of aggression.

Mary and I have been meeting with Eco-Green and PG&E regarding cost savings and energy efficient plans that can benefit the District. When we talked to the PG&E representative on the 13<sup>th</sup>, she reassured us that there is no cost to District unless work is performed but the initial investigation/audit is free.

We have paperwork which needs to be filled out but will schedule a District wide inspection of energy savings possibilities.

We are also looking at the possibility of upgrading our water meters, to a self-reading meter which collects real time data and inputs onto customer usage and service charge history. We need more research on cost and interaction with our software. The initial cost proposal is substantial unless we can find grants, which I am looking into.

We spend too much time on reading meters, re-reads and replacement cost, so we are trying to have better control of water usage, loss and staff time.

Laura has taken a different job but she will be missed, as she was very helpful in keeping our website up to date and assisting Mary with multiple tasks. Mir has been training with Laura and Mary to be able to assist Mary when needed and we are grateful for her willingness to help where needed.

Respectfully Submitted:

Ralph Emerson



# GARBERVILLE SANITARY DISTRICT

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

## BOARD AGENDA MEMORANDUM - Consent Item

Meeting Date: August 27, 2024  
 To: Garberville Sanitary District Board of Directors  
 From: Jennie Short, Consultant Project Manager  
 Subject: May 2024 Financial Statements

### GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for May 2024. To follow is a summary and analysis of the budget implications for the current statements.

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

Description	Annual Budget	YTD Actual	YTD Budget	YTD Difference	☹
Total Revenue (excl. connection fees)	1,675,020.00	1,109,471.17	1,126,410.03	(16,938.86)	☹
Total Expense (excl. Depreciation)	1,018,257.74	950,148.17	925,347.21	24,800.96	☹
Net Income (excl. Depreciation)	656,762.26	159,323.00	201,062.82	(41,739.82)	☹
Payroll	492,785.99	471,803.82	446,515.74	25,288.08	☹
Repair & Maintenance + Supplies	106,900.00	108,197.89	98,158.37	10,039.52	☹

As can be seen on the “Statement of Cash Flows Report for Board - May 2024” and the “Balance Sheet Report for Board as of May 31, 2024”:

- Operational revenues are **\$19,465.19 UNDER** budget. This is concerning since it continues to increase each month.
- Operational expenses are **\$28,022.26 OVER** budget. This amount has also increased each month.
- The net ordinary income is **\$47,487.45** less than the amount budgeted. This is in addition to the fact that we have expended more than anticipated on the Tanks project in this fiscal year and have not received reimbursements on those expenditures in this fiscal year.

- Net cash change year to date is **\$(183,927.33)**. This amount will not be offset by the receipt of grant receivable funds from the State Water Resources Control Board and the Department of Water Resources by the end of the fiscal year. As of the end of the 23/24 fiscal year, the total Grant Receivable amount is \$528,480.45.
- Overtime payroll costs are **\$10,987.03 OVER** budget and all payroll costs are **OVER** budget by **\$25,288.08**. The overage in regular time payroll costs is due to hiring an additional operator for 32 hours per week. The budget did not include this additional position.
- The professional services this year are **\$9,486.83 UNDER** budget. This is partially due to my focusing on the tank projects and spending less time on administrative tasks.
- The repair and maintenance plus supplies expenses are **\$10,039.52 OVER** the YTD budgeted amount. This is due to the replacement of the flooring in the office.
- Total payments on loans so far this year total **\$75,615.79** of a budgeted year-end total of \$100,785.11. We made the final payment on the WWTP SWRCB Loan and the Backhoe Loan this year.
- Expenditures for fixed asset acquisition total **\$836,138.61** of a budgeted year-end total of \$739,00.00. The anticipated expenditures were:

Asset Description	Annual Amount Budgeted	Amount Spent YTD
Robertson + Wallen + Hurlbutt Tank Replacement Project	584,000	792,564.12
Meadows Aerial Waterline SRF Grant/Loan	10,000	2,325.00
Bear Canyon Sewer Aerial Preliminary Design	0	50.00
Sunnybank Pump and Motor Replacement + Telemetry	10,000	
Fencing and Shelter for Raw Water Intake Generator & Controls	20,000	
Raw Water Intake Pump	70,000	10,114.97
Loprest Actuators for SWTP Filters	35,000	Bought F/Y 22-23
Equipment:		2,772.74
Replace Sewerline in Redwood Drive		28,311.78
Unspecified	10,000	
<b>Total:</b>	<b>739,000</b>	<b>836,138.61</b>

## RECOMMENDED BOARD ACTIONS

1. Review and file the reports.

## ATTACHMENTS

1. Statement of Cash Flows - Current Month and Fiscal Year to Date
2. Balance Sheet with Comparison = Current month and Fiscal Year beginning July 1, 2023.
3. Revenue and Expense Report - Combined Report for Water & Sewer containing current month actual, fiscal year to date actual, and annual budget.
4. Check Register Report for all checks issued in Current Month

**GARBERVILLE SANITARY DISTRICT**  
**Statement of Cash Flows Report for Board**  
July 2023 through May 2024

	YTD	
	May 24	Jul '23 - May 24
<b>OPERATING ACTIVITIES</b>		
Net Income	187,948.76	567,794.34
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	1,805.00	(270.00)
1316 · Water Grant Reimb. Receivable	(262,317.29)	(557,288.83)
1100 · Accounts Receivable	(9,014.73)	(7,377.85)
1110 · Accts Receivable Over Payments	1,743.97	1,049.30
1500 · Prepaid Insurance	5,774.76	(6,367.73)
1510 · Prepaid Licenses and Permits	2,332.39	1,120.59
2000 · Accounts Payable	31,132.14	(31,796.74)
2205 · Accrued Simple	0.00	(906.26)
2225 · Accrued Workers Comp	1,043.84	1,444.54
2300 · Service Deposits	(100.00)	(1,400.00)
Net cash provided by Operating Activities	(39,651.16)	(33,998.64)
<b>INVESTING ACTIVITIES</b>		
1315 · Water Grant Receivable	40,168.01	379,229.00
SEWER:Collection	0.00	(28,311.78)
Equipment	0.00	(2,772.74)
Accumulated Depreciation-Water	23,227.17	255,498.87
Accumulated Depreciation-Sewer	11,348.25	124,830.75
CIP- Bear Canyon Sewerline	0.00	(50.00)
CIP - Meadows Aerial Waterline	0.00	(2,325.00)
CIP-Robertson-Wallan-Hurlbutt T	(138,225.20)	(792,564.12)
WATER:Pumps	0.00	(10,114.97)
Net cash provided by Investing Activities	(63,481.77)	(76,579.99)
<b>FINANCING ACTIVITIES</b>		
1400 · Interest Receivable	0.00	2,267.09
2500 · N/P - SWRCB	0.00	(25,578.42)
2700 · SRF Loan - Water	0.00	(22,991.18)
2661 · Ditchwitch Vacuum Trailer	(2,176.93)	(23,471.92)
2665 · RCAC Loan - #0998 Backhoe	0.00	(3,574.27)
Net cash provided by Financing Activities	(2,176.93)	(73,348.70)
Net cash increase for period	(105,309.86)	(183,927.33)
Cash at beginning of period	709,872.23	788,489.70
Cash at end of period	604,562.37	604,562.37



**GARBERVILLE SANITARY DISTRICT**  
**Balance Sheet Report for Board**

As of May 31, 2024

	Begin Year		\$ Change
	May 31, 24	July 1, 23	
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking/Savings			
1005 · Umpqua Checking - Operating	3,992.74	113,735.48	(109,742.74)
1006 · Umpqua System Reserve - Water	25,816.89	25,814.51	2.38
1007 · Umpqua System Reserve - Sewer	31,276.20	31,273.32	2.88
1011 · Water Enterprise Fund	46,841.34	46,837.03	4.31
1030 · County Treasury - Sewer Reserve	405,966.16	481,067.57	(75,101.41)
1031 · County Treasury - Water Reserve	46,303.59	45,419.65	883.94
1035 · Water Capital Improvement Fund	26,003.80	26,001.84	1.96
1036 · Sewer Capital Improvement Fund	18,001.39	18,000.04	1.35
1040 · Petty Cash	39.51	39.51	0.00
1050 · Cash Drawer	320.75	300.75	20.00
<b>Total Checking/Savings</b>	<b>604,562.37</b>	<b>788,489.70</b>	<b>(183,927.33)</b>
Accounts Receivable			
1316 · Water Grant Reimb. Receivable	557,288.83	0.00	557,288.83
11000 · Accounts Receivable - Other	(1,942.01)	(2,212.01)	270.00
<b>Total Accounts Receivable</b>	<b>555,346.82</b>	<b>(2,212.01)</b>	<b>557,558.83</b>
Other Current Assets			
1100 · Accounts Receivable			
1110 · Accts Receivable Over Payments	(4,072.41)	(3,023.11)	(1,049.30)
1100 · Accounts Receivable - Other	145,584.06	138,206.21	7,377.85
<b>Total 1100 · Accounts Receivable</b>	<b>141,511.65</b>	<b>135,183.10</b>	<b>6,328.55</b>
1315 · Water Grant Receivable	0.00	379,229.00	(379,229.00)
1400 · Interest Receivable	0.00	2,267.09	(2,267.09)
1500 · Prepaid Insurance	10,598.25	4,230.52	6,367.73
1501 · Prepaid Workers Comp	0.00	0.00	0.00
1510 · Prepaid Licenses and Permits	2,332.41	3,453.00	(1,120.59)
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00
<b>Total Other Current Assets</b>	<b>149,442.31</b>	<b>519,362.71</b>	<b>(369,920.40)</b>
<b>Total Current Assets</b>	<b>1,309,351.50</b>	<b>1,305,640.40</b>	<b>3,711.10</b>
<b>Fixed Assets</b>			
CIP-Church Street	6,800.00	6,800.00	0.00
CIP- Bear Canyon Sewerline	1,038.75	988.75	50.00
CIP - Meadows Aerial Waterline	11,458.44	9,133.44	2,325.00
CIP-Robertson-Wallan-Hurlbutt T	1,354,945.05	562,380.93	792,564.12
<b>WATER</b>			
Land - Water	94,594.62	94,594.62	0.00
Water Easements & Intangibles	177,397.11	177,397.11	0.00
Treatment	113,055.54	113,055.54	0.00
Distribution	2,804,484.17	2,804,484.17	0.00
Pumps	25,957.27	15,842.30	10,114.97
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00
<b>Total WATER</b>	<b>8,183,593.59</b>	<b>8,173,478.62</b>	<b>10,114.97</b>
<b>Water System</b>	<b>142,474.97</b>	<b>142,474.97</b>	<b>0.00</b>

**GARBERVILLE SANITARY DISTRICT**  
**Balance Sheet Report for Board**  
As of May 31, 2024

	May 31, 24	Begin Year July 1, 23	\$ Change
<b>SEWER</b>			
Land - Sewer	129,810.68	129,810.68	0.00
Collection	2,423,606.90	2,395,295.12	28,311.78
Treatment	507,552.59	507,552.59	0.00
Pumps	34,214.01	34,214.01	0.00
Sewer Project - 2011	2,792,451.91	2,792,451.91	0.00
<b>Total SEWER</b>	<b>5,887,636.09</b>	<b>5,859,324.31</b>	<b>28,311.78</b>
Office Equipment	38,244.29	38,244.29	0.00
Equipment	318,645.03	315,872.29	2,772.74
Vehicles	121,205.99	121,205.99	0.00
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00
Accumulated Depreciation-Water	(3,286,383.87)	(3,030,885.00)	(255,498.87)
Accumulated Depreciation-Sewer	(2,774,105.75)	(2,649,275.00)	(124,830.75)
<b>Total Fixed Assets</b>	<b>10,162,919.66</b>	<b>9,707,110.67</b>	<b>455,808.99</b>
<b>TOTAL ASSETS</b>	<b>11,472,271.16</b>	<b>11,012,751.07</b>	<b>459,520.09</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000 · Accounts Payable	151,340.44	183,137.18	(31,796.74)
<b>Total Accounts Payable</b>	<b>151,340.44</b>	<b>183,137.18</b>	<b>(31,796.74)</b>
<b>Other Current Liabilities</b>			
2300 · Service Deposits	4,400.00	5,800.00	(1,400.00)
20000 · Account Payable		0.00	0.00
2205 · Accrued Simple	(1,007.72)	(101.46)	(906.26)
2225 · Accrued Workers Comp	3,069.99	1,625.45	1,444.54
2230 · Accrued Vacation	40,733.76	40,733.76	0.00
2250 · Loans Payable - Current Portion	77,801.48	77,801.48	0.00
<b>Total Other Current Liabilities</b>	<b>124,997.51</b>	<b>125,859.23</b>	<b>(861.72)</b>
<b>Total Current Liabilities</b>	<b>276,337.95</b>	<b>308,996.41</b>	<b>(32,658.46)</b>
<b>Long Term Liabilities</b>			
2661 · Ditchwitch Vacuum Trailer	26,816.74	50,288.66	(23,471.92)
2665 · RCAC Loan - #0998 Backhoe	0.00	3,574.27	(3,574.27)
2500 · N/P - SWRCB	0.00	25,578.42	(25,578.42)
2700 · SRF Loan - Water	1,011,612.12	1,034,603.30	(22,991.18)
2900 · Less Current Portion	(77,801.48)	(77,801.48)	0.00
<b>Total Long Term Liabilities</b>	<b>960,627.38</b>	<b>1,036,243.17</b>	<b>(75,615.79)</b>
<b>Total Liabilities</b>	<b>1,236,965.33</b>	<b>1,345,239.58</b>	<b>(108,274.25)</b>
<b>Equity</b>			
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00
3100 · Retained Earnings	3,538,019.74	3,237,421.86	300,597.88
Net Income	567,794.34	300,597.88	267,196.46
<b>Total Equity</b>	<b>10,235,305.83</b>	<b>9,667,511.49</b>	<b>567,794.34</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>11,472,271.16</b>	<b>11,012,751.07</b>	<b>459,520.09</b>

**GARBERVILLE SANITARY DISTRICT**  
**Combined Revenue Expense Report for Board**  
**May 2024**

	YTD				Δ YTD
	May 24	Jul '23 - May 24	YTD Budget	Annual Budget	Actual vs. Budget
Ordinary Income/Expense					
Income					
Water Charges					
4100 · Residential	28,563.00	326,595.50	331,055.00	365,000.00	(4,459.50)
4110 · Commercial	27,912.25	323,645.25	326,520.00	360,000.00	(2,874.75)
Total Water Charges	56,475.25	650,240.75	657,575.00	725,000.00	(7,334.25)
4200 · Sewer Charges	36,544.80	415,615.80	430,825.00	475,000.00	(15,209.20)
4650 · Late Charges	1,095.00	12,930.00	11,000.00	12,000.00	1,930.00
4700 · Other Operating Revenue	200.00	3,440.00	2,291.74	2,500.00	1,148.26
Total Income	94,315.05	1,082,226.55	1,101,691.74	1,214,500.00	(19,465.19)
Expense					
Administrative and General					
5025 · Discount Program	792.00	7,845.00	5,775.00	6,300.00	2,070.00
5000 · Advertising	0.00	0.00	200.00	300.00	(200.00)
5005 · Bad Debts	0.00	15,702.05	3,750.00	6,000.00	11,952.05
5010 · Bank Charges					
5012 · Merchant Account Fees	392.95	4,162.38	3,666.74	4,000.00	495.64
5010 · Bank Charges - Other	172.11	2,004.99	1,833.26	2,000.00	171.73
Total 5010 · Bank Charges	565.06	6,167.37	5,500.00	6,000.00	667.37
5020 · Directors Fees	0.00	1,700.00	1,666.63	2,000.00	33.37
5030 · Dues and Memberships	0.00	5,409.87	5,362.50	5,850.00	47.37
5035 · Education and Training	0.00	628.25	4,583.26	5,000.00	(3,955.01)
5036 · Education and Training - B.O.D.	0.00	0.00	275.00	300.00	(275.00)
Insurance					
5040 · Liability	5,774.76	63,830.50	59,583.26	65,000.00	4,247.24
5050 · Workers' Comp	1,043.84	11,353.13	8,580.00	9,360.00	2,773.13
5055 · Health					
5055.1 · Employee Portion	-955.22	-9,326.71	-9,652.50	-10,530.00	325.79
5055 · Health - Other	4,823.50	49,500.62	48,867.50	53,310.00	633.12
Total 5055 · Health	3,868.28	40,173.91	39,215.00	42,780.00	958.91
Total Insurance	10,686.88	115,357.54	107,378.26	117,140.00	7,979.28
5060 · Licenses, Permits, and Fees	2,332.39	37,903.11	31,487.50	34,350.00	6,415.61
5065 · Auto	0.00	2,698.35	2,000.00	2,500.00	698.35
5070 · Miscellaneous	0.00	13.74	100.00	100.00	(86.26)
5080 · Office Expense	611.13	6,889.96	4,583.26	5,000.00	2,306.70
5082 · Office Subscriptions	1,941.99	5,675.02	6,233.26	6,800.00	(558.24)
5085 · Outside Services	774.63	8,213.71	9,441.74	10,300.00	(1,228.03)
5090 · Payroll Taxes	2,777.79	30,434.45	32,211.63	35,140.00	(1,777.18)
5095 · Penalties and Fines	0.00	6.19			6.19
5100 · Postage	428.33	2,573.58	3,208.26	3,500.00	(634.68)
5110 · Professional Fees	5,668.75	67,971.43	77,458.26	84,500.00	(9,486.83)
5120 · Property Taxes	0.00	0.00	50.00	50.00	(50.00)
5125 · Repairs and Maintenance	10,550.00	10,838.58	2,000.00	2,000.00	8,838.58
5130 · Rents	835.00	9,185.00	9,185.00	10,020.00	0.00
5135 · Retirement	755.70	8,968.09	8,635.00	9,420.00	333.09
5137 · Supplies	113.58	2,485.93	1,375.00	1,500.00	1,110.93
5140 · Telephone	954.12	10,264.70	10,541.74	11,500.00	(277.04)

**GARBERVILLE SANITARY DISTRICT**  
**Combined Revenue Expense Report for Board**  
**May 2024**

	YTD				Δ YTD
	May 24	Jul '23 - May 24	YTD Budget	Annual Budget	Actual vs. Budget
5145 · Tools	267.25	1,816.94	1,833.26	2,000.00	(16.32)
5150 · Travel and Meetings	0.00	645.04	1,375.00	1,500.00	(729.96)
5155 · Utilities	263.09	3,448.57	3,208.26	3,500.00	240.31
5160 · Wages					
5165 · Wages - Overtime	2,323.50	8,388.76	4,787.86	5,223.00	3,600.90
5160 · Wages - Other	14,628.63	158,310.53	181,185.62	197,657.00	(22,875.09)
Total 5160 · Wages	16,952.13	166,699.29	185,973.48	202,880.00	(19,274.19)
5170 · Vacation Accrual Adjustment	0.00	0.00	0.00	6,000.00	0.00
Total Administrative and General	57,269.82	529,541.76	525,391.30	581,450.00	4,150.46
Sewage Collection					
6010 · Fuel	297.11	3,419.25	4,583.37	5,000.00	(1,164.12)
6030 · Repairs and Maintenance	18.40	12,922.33	11,916.63	13,000.00	1,005.70
6040 · Supplies	0.00	660.14	1,833.37	2,000.00	(1,173.23)
6050 · Utilities	443.12	4,259.11	4,125.00	4,500.00	134.11
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	153.75	15,432.25	11,000.00	12,000.00	4,432.25
6060 · Wages - Other	8,448.23	61,993.89	31,374.75	34,227.00	30,619.14
Total 6060 · Wages	8,601.98	77,426.14	42,374.75	46,227.00	35,051.39
Total Sewage Collection	9,360.61	98,686.97	64,833.12	70,727.00	33,853.85
Sewage Treatment					
6075 · Fuel	297.11	3,419.25	4,583.37	5,000.00	(1,164.12)
6080 · Monitoring	512.50	6,817.50	6,416.63	7,000.00	400.87
6100 · Repairs and Maintenance	10.21	5,449.29	13,750.00	15,000.00	(8,300.71)
6110 · Supplies	0.00	9,911.63	7,150.00	7,800.00	2,761.63
6120 · Utilities	1,965.11	19,030.73	15,583.37	17,000.00	3,447.36
6130 · Wages					
6135 · Wages - Overtime Sewer Treatme	0.00	882.25	1,833.37	2,000.00	(951.12)
6130 · Wages - Other	3,488.47	48,438.21	34,158.63	37,264.00	14,279.58
Total 6130 · Wages	3,488.47	49,320.46	35,992.00	39,264.00	13,328.46
Total Sewage Treatment	6,273.40	93,948.86	83,475.37	91,064.00	10,473.49
Water Trans and Distribution					
7075 · Fuel	297.11	3,419.25	4,583.37	5,000.00	(1,164.12)
7090 · Repairs and Maintenance	87.97	18,723.15	27,500.00	30,000.00	(8,776.85)
7100 · Supplies	0.00	804.20	4,583.37	5,000.00	(3,779.17)
7110 · Utilities	553.09	7,536.40	11,458.37	12,500.00	(3,921.97)
7120 · Wages					
7125 · Wages - Overtime Water Trans &	102.00	8,192.00	4,216.63	4,600.00	3,975.37
7120 · Wages - Other	3,551.75	38,150.17	41,168.38	44,911.00	(3,018.21)
Total 7120 · Wages	3,653.75	46,342.17	45,385.01	49,511.00	957.16
Total Water Trans and Distribution	4,591.92	76,825.17	93,510.12	102,011.00	(16,684.95)
Water Treatment					
7020 · Fuel	297.13	3,419.47	4,583.37	5,000.00	(1,163.90)
7010 · Monitoring	192.50	2,502.64	14,666.63	16,000.00	(12,163.99)
7030 · Repairs and Maintenance	7,550.70	33,715.58	13,750.00	15,000.00	19,965.58
7040 · Supplies	0.00	12,687.06	14,300.00	15,600.00	(1,612.94)
7050 · Utilities	5,170.10	55,100.72	56,833.37	62,000.00	(1,732.65)
7060 · Wages					

**GARBERVILLE SANITARY DISTRICT**  
**Combined Revenue Expense Report for Board**  
 May 2024

	YTD				Δ YTD
	May 24	Jul '23 - May 24	YTD Budget	Annual Budget	Actual vs. Budget
7065 · Wages - Overtime Water Treatme	153.00	6,713.00	6,783.37	7,400.00	(70.37)
7060 · Wages - Other	2,970.08	34,373.18	41,365.50	45,126.00	(6,992.32)
Total 7060 · Wages	3,123.08	41,086.18	48,148.87	52,526.00	(7,062.69)
Total Water Treatment	16,333.51	148,511.65	152,282.24	166,126.00	(3,770.59)
Total Expense	93,829.26	947,514.41	919,492.15	1,011,378.00	28,022.26
Net Ordinary Income	485.79	134,712.14	182,199.59	203,122.00	(47,487.45)
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	16,314.86	12,750.00	25,500.00	3,564.86
8020 · Unsecured	0.00	1,051.05	950.00	1,900.00	101.05
8025 · Prior Years	0.00	12.01	5.00	10.00	7.01
8030 · Supplemental - Current	0.00	292.25	125.00	250.00	167.25
8035 · Supplemental - Prior Years	0.00	72.16	25.00	50.00	47.16
Total Property Tax Revenue	0.00	17,742.33	13,855.00	27,710.00	3,887.33
8053 · Water Capital Grant Income	222,149.28	788,800.96	420,000.00	420,000.00	368,800.96
8060 · Interest Income	0.89	3,539.91	3,375.00	4,500.00	164.91
8061 · Interest Income (Prior Year)	0.00	3,259.52	0.00	0.00	3,259.52
8070 · Other Non-Operating Revenue	0.00	2,562.31	7,333.29	8,000.00	(4,770.98)
9030 · Homeowners' Tax Relief	0.00	140.55	155.00	310.00	(14.45)
Total Other Income	222,150.17	816,045.58	444,718.29	460,520.00	371,327.29
Other Expense					
8041 · Emergency Wage Reimbursement	0.00	396.00	0.00	0.00	396.00
9010 · Other Expenses	0.00	0.00	3,666.74	4,000.00	(3,666.74)
9040 · Depreciation	34,575.42	380,329.62	364,833.37	398,000.00	15,496.25
9050 · Interest Expense	111.78	2,237.76	2,188.32	2,340.75	49.44
Total Other Expense	34,687.20	382,963.38	370,688.43	404,340.75	12,274.95
Net Other Income	187,462.97	433,082.20	74,029.86	56,179.25	359,052.34
Net Income	187,948.76	567,794.34	256,229.45	259,301.25	311,564.89

## GARBERVILLE SANITARY DISTRICT Check Register Report for Board May 2024

Date	Num	Memo	Amount
<b>101 Netlink</b>			
05/30/2024	12651		-250.00
Total 101 Netlink			-250.00
<b>Adobe</b>			
05/20/2024	DBT		-19.99
Total Adobe			-19.99
<b>Amillias</b>			
05/09/2024	DBT		-127.32
Total Amillias			-127.32
<b>Bank Of The West</b>			
05/10/2024	DBT		-2,288.71
Total Bank Of The West			-2,288.71
<b>Bender Rosenthal, INC</b>			
05/20/2024	12630		-6,322.50
Total Bender Rosenthal, INC			-6,322.50
<b>Capital Bank &amp; Trust</b>			
05/02/2024	EFT	557880519	-921.16
05/02/2024	EFT	025158148	-370.29
05/20/2024	EFT	557880519	-956.44
05/20/2024	EFT	025158148	-385.41
Total Capital Bank & Trust			-2,633.30
<b>Chautauqua</b>			
05/16/2024	DBT		-2.25
Total Chautauqua			-2.25
<b>Clear Rate Communications</b>			
05/16/2024	12627		-437.52
Total Clear Rate Communications			-437.52
<b>Colantuono, Highsmith &amp; Whatley, PC</b>			
05/16/2024	12628		-885.50
Total Colantuono, Highsmith & Whatley, PC			-885.50
<b>Dazey's Building Center</b>			
05/30/2024	12650		-651.38
05/31/2024	DBT		-469.33
Total Dazey's Building Center			-1,120.71
<b>EDD</b>			
05/02/2024	EFT	499-0538-3	-18.60
05/02/2024	EFT	499-0538-3	-906.50
05/20/2024	EFT	499-0538-3	-18.99
05/20/2024	EFT	499-0538-3	-950.21
Total EDD			-1,894.30
<b>Fluentstream Tech</b>			
05/16/2024	12629		-112.01
Total Fluentstream Tech			-112.01
<b>Frontier Communications</b>			
05/03/2024	12622		-108.11
Total Frontier Communications			-108.11
<b>IRS</b>			

## GARBERVILLE SANITARY DISTRICT Check Register Report for Board May 2024

Date	Num	Memo	Amount
05/02/2024	EFT	68-0296323	-4,274.94
05/20/2024	EFT	68-0296323	-4,425.46
Total IRS			-8,700.40
<b>Jamie Corsetti, CPA, Inc</b>			
05/14/2024	12625		-400.00
Total Jamie Corsetti, CPA, Inc			-400.00
<b>Jennie Short</b>			
05/20/2024	12631		-10,225.00
Total Jennie Short			-10,225.00
<b>Lori Ruiz</b>			
05/29/2024	12649		-200.00
Total Lori Ruiz			-200.00
<b>Manufacturers Edge Inc.</b>			
05/06/2024	DBT		-3,409.72
Total Manufacturers Edge Inc.			-3,409.72
<b>Microbac Laboratories Inc.</b>			
05/01/2024	12611		-965.00
Total Microbac Laboratories Inc.			-965.00
<b>NAPA</b>			
05/03/2024	12623		-52.36
Total NAPA			-52.36
<b>North Coast Floor &amp; Tile</b>			
05/20/2024	12632		-10,550.00
Total North Coast Floor & Tile			-10,550.00
<b>PG&amp;E</b>			
05/15/2024	12591		-29,713.10
05/21/2024	12643		-7,969.62
Total PG&E			-37,682.72
<b>Pitney Bowes Purchase Power</b>			
05/22/2024	12647		-258.74
Total Pitney Bowes Purchase Power			-258.74
<b>QuickBooks</b>			
05/12/2024	DBT		-1,922.00
Total QuickBooks			-1,922.00
<b>Ralph Emerson</b>			
05/20/2024	12645		-50.00
Total Ralph Emerson			-50.00
<b>Redwood Merchant Services</b>			
05/03/2024	12737		-120.84
05/31/2024			-249.61
Total Redwood Merchant Services			-370.45
<b>RENNER</b>			
05/10/2024	DBT		-1,188.46
Total RENNER			-1,188.46
<b>SDRMA</b>			

**GARBERVILLE SANITARY DISTRICT**  
**Check Register Report for Board**  
**May 2024**

Date	Num	Memo	Amount
05/20/2024	12635		-4,823.50
Total SDRMA			-4,823.50
<b>Sentry III Center</b>			
05/03/2024	12621		-835.00
Total Sentry III Center			-835.00
<b>SHN Consulting Engineers &amp; Geologists</b>			
05/20/2024	12633		-58,791.00
Total SHN Consulting Engineers & Geologists			-58,791.00
<b>Staples Credit Plan</b>			
05/23/2024	DBT		-202.47
Total Staples Credit Plan			-202.47
<b>Starlink</b>			
05/12/2024	DBT		-145.00
Total Starlink			-145.00
<b>Streamline Inc</b>			
05/30/2024	DBT		-126.00
Total Streamline Inc			-126.00
<b>The Mitchell Law Firm, LLP</b>			
05/20/2024	12634		-4,379.50
Total The Mitchell Law Firm, LLP			-4,379.50
<b>Umpqua Bank</b>			
05/15/2024	12736		-181.33
Total Umpqua Bank			-181.33
<b>US Cellular</b>			
05/03/2024	12624		-263.99
Total US Cellular			-263.99
<b>Wahlund Construction, Inc.</b>			
05/29/2024	12644		-5,638.39
Total Wahlund Construction, Inc.			-5,638.39
<b>Wyatt &amp; Whitchurch, E.A. Inc.</b>			
05/14/2024	12626		-700.00
Total Wyatt & Whitchurch, E.A. Inc.			-700.00
<b>WYCKOFF'S Inc</b>			
05/28/2024	12648		-56.51
Total WYCKOFF'S Inc			-56.51
<b>Arreguin, Daniel J</b>			
05/02/2024	12612		-3,164.49
05/20/2024	12636		-3,360.67
Total Arreguin, Daniel J			-6,525.16
<b>Emerson, Ralph K</b>			
05/02/2024	12613		-3,023.38
05/20/2024	12637		-3,023.38
Total Emerson, Ralph K			-6,046.76
<b>Holmes, Mir L</b>			
05/02/2024	12614		-1,467.31



## GARBERVILLE SANITARY DISTRICT Check Register Report for Board May 2024

Date	Num	Memo	Amount
05/20/2024	12638		-1,698.05
Total Holmes, Mir L			-3,165.36
<b>Miller, Brian A</b>			
05/02/2024	12615		-2,036.79
05/20/2024	12639		-2,153.01
Total Miller, Brian A			-4,189.80
<b>Nieto, Mary M</b>			
05/02/2024	12616		-2,067.79
05/20/2024	12640		-1,936.48
Total Nieto, Mary M			-4,004.27
<b>Ruiz, Ricardo</b>			
05/02/2024	12617		-397.83
05/20/2024	12641		-314.75
Total Ruiz, Ricardo			-712.58
<b>Sweet, Laura D.</b>			
05/02/2024	12618		-209.36
05/20/2024	12642		-316.39
Total Sweet, Laura D.			-525.75
<b>No name</b>			
05/23/2024			-104.33
Total no name			-104.33
<b>TOTAL</b>			<b>-193,593.77</b>

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

**Date of Meeting: Tuesday, July 23rd, 2024**

**I. REGULAR MEETING CALLED TO ORDER**

**Rio Anderson Called the Meeting to Order at 5:08 pm**

**II. ESTABLISHMENT OF QUORUM**

**Rio Anderson- Present  
Doug Bryan- Absent  
Julie Lyon- Present  
Dan Thomas- Present (on the phone)  
Richard Landes- Present**

**III. APPROVAL OF AGENDA**

*Motion: Julie Lyon                      Second: Richard Landes                      Vote: 4-0  
The May 2024 Financials were pulled from the agenda and will be brought to the board next meeting.*

**IV. THE BOARD WILL ENTER CLOSED SESSION                      (5:00pm)**

**Questions or Comments about Closed Session Items**

**Conference with Real Property Negotiators (Government Code § 54956.8):**

**1. Swaffar Property**

Property under consideration: Acquisition of approximately 17,644± SF of fee interest; 7,230± SF of a Waterline and Maintenance Easement; 10,012± SF of Access Easement; 224± SF of a Drainage Easement; 5,580± SF of a Utility Easement; and 50,327± SF of a Temporary Construction Easement as a portion of the parcel designated as Site Address: 1003-1160 Hillcrest Drive, Garberville, CA 95542; Assessor's Parcel Nos.: 032-211-021 & 032-211-035.

Garberville Sanitary District Negotiating Team with Jennie Short, Dan Thomas, and Russ Gans (GSD attorney) will participate.

Under negotiation: Price and/or terms of payment, conditions of acquisition, Easement Agreement and/or Grant Deeds, and/or Easement vacation verbiage.

(discussion—possible action)

**2. Cal Fire Property (State of California)**

Property under consideration: Acquisition of approximately 874± SF of a Waterline and Maintenance Easement; 5,145 ± SF of a Pump Station Easement and 1,792± SF of a Utility Easement as a portion of the parcel designated as Site Address: 324 Alderpoint Road, Garberville, California 95542; Assessor's Parcel No. 223-183-003.

Garberville Sanitary District Negotiating Team with Jennie Short and Russ Gans if available (GSD attorney) will participate.

Under negotiation: Price and/or terms of payment, conditions for acquisition, Easement Agreements and/or Easement vacation verbiage.

(discussion—possible action)

### 3. Souvanna Property

Property under consideration: Acquisition of approximately 761± SF of a Utility Easement as a portion of the parcel designated as Site Address: 414 Alderpoint Road, Garberville, California 95542; Assessor's Parcel No. 223-183-005.

Garberville Sanitary District Negotiating Team with Jennie Short will participate.

Under negotiation: Price and/or terms of payment, PG&E Easement Agreement verbiage.

(discussion—possible action)

### V. RETURN TO OPEN SESSION

Report of action taken in Closed Session

### VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

### VII. ANNOUNCEMENTS AND COMMUNICATIONS

#### REPORTS AND PRESENTATIONS

**Operators - Dan and Brian - Operational Demands and Fire Damage Update**

**Office - Mary Nieto - Customer Concerns**

**Board Members - 0**

**Correspondence - 0**

**General Manager - Ralph Emerson Pg. 5**

**The fire up on Alderpoint was complicated and there was miscommunication between staff and information going around the community.**

### VIII. REGULAR AGENDA ITEMS

#### A. CONSENT AGENDA

A.1 Approve Financials Date - May 2024 *Financials pulled from the agenda.*

A.2 Approve June 25th, 2024 Regular Meeting Minutes - pg. 6-8

A.3 Operations Safety Report- Handout at Meeting

**Motion: Richard Landes**

**Second: Julie Lyon**

**Vote: 4-0**

#### B. GENERAL BUSINESS – *Action items*

B.1 Robertson/Wallan/Hurlbutt Tanks Replacement Project: Planning Phase pg. 9  
(discussion—possible action) Jennie Short

B.2 Tanks Replacement Project (Wallan & Robertson) - Construction Phase pg. 10-57  
(discussion—possible action) Jennie Short

Approve the construction contract agreement with Wahlund Construction.

**Motion: Dan Thomas**

**Second: Richard Landes**

**Vote: 4-0**

Approve the addendum to the SHN construction services agreement to include construction engineering, SWIFT support services, materials testing, special inspections and environmental compliance monitoring.

**Motion: Richard Landes**

**Second: Julie Lyon**

**Vote: 4-0**

B.3 Hurlbutt Tank Replacement Project – Construction Phase

pg. 58-85

(discussion—possible action) Jennie Short Resolution 24-010  
**Motion: Richard Landes Second: Julie Lyon Roll Call Vote: 4-0**

Authorize Jennie Short as consultant project manager to submit all documentation required to process the DWSRF construction project application for Hurlbutt Tank Project.

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

B.4 Rate Study Update  
(discussion only)  
**Bring Back.**

B.5 Code of Conduct Declaration in Office pg. 86-87  
(discussion-possible action) Ralph  
**Bring Back.**

**C. POLICY REVISION / ADOPTION**

C.1 Late Payment Procedures and Payment Plan Section 9.5 Payment of Bills pg. 88-89  
(discussion-possible action) Ralph and Mary  
**With the condition of the community of Garberville the District has to make changes to its payment of bills ordinance. This item will be brought back for further discussion at the next meeting.**

C.2 Drought Plan and LSAA Conditions (Waiting for State Response) pg. 90-92  
(discussion-possible action)  
**Bring Back.**

C.3 Vacation Days—Sick Leave Personnel Policy 5.3.1, 5.3.3 pg. 93-94  
(discussion-possible action)  
**Bring Back.**

**IX. THE BOARD WILL ENTER CLOSED SESSION**

**Comments or Questions about Closed Session Items.**

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

**Section, 54956.9(d)(2), (e)(3): One Claim, Claimant: (Richard and Hope Lamb).**  
(discussion—possible action)

**X. RETURN TO OPEN SESSION**

Report of action taken in Closed Session

**XI. ITEMS FOR NEXT BOARD MEETING**

**Date of Next Meeting: August 27th, 2024**

1. Drought Planning Changes--LSAA
2. Tank Replacement Planning Update
3. Tank Construction Update
4. Pool Fill Charges—Possible ordinance changes with Credit—Mary
5. Vacation Days Policy
6. Rate Study including Connection Fees

**XII. ADJOURNMENT**

Rio Anderson ended the meeting at 7:04 p.m



# GARBERVILLE SANITARY DISTRICT

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

## BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: August 27, 2024  
To: Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Robertson/Wallan/Hurlbutt Tank Replacement Project  
Project Development and Planning Phase

### GENERAL OVERVIEW

Since the last Board Meeting, the Project Team has:

- Coordinated with G.Swaffar on version 4 of the Property Exchange Agreement
- Coordinated with G.Swaffar on the Waterline and Access Easement
- Coordinated acquisition of about 700 sq ft of Utility Easement to PG&E with Souvanna
- Uploaded the TMF into FFAST
- Finish and submit as complete the Drinking Water State Revolving Fund Construction Funding application
- Prepared and submitted reimbursement request #4 to DWR
- Coordinated with DFA for project closeout requirements
- prepared the quarterly reports to DFA and DWR

Over the next month SHN, Points West, and BRI will have:

- BRI: negotiations with G. Swaffar if PEA isn't accepted

The rest of the project team will be working on:

- property acquisition negotiations with G. Swaffar
- continued oversight of the finances
- preparation of DWR reimbursement request #5 for any outstanding project development, permitting, or property acquisition costs and construction costs
- prepare DFA reimbursement request #6, which will be the final reimbursement request

Greg Swaffar and his attorney have provided responses to each of the documents provided by District Counsel. Russ Gans and I are working on preparing another version of the Property Exchange Agreement to incorporate additional clarifications on timelines and to provide a response to Swaffar for his comments on the draft waterline easement.

We anticipate having a closed session item on the September board agenda regarding property acquisition with Swaffar.

## FINANCIAL IMPLICATIONS

To follow is a summary of the project costs through June 30, 2024, and the reimbursement status/amounts.

Description	Amount
Ineligible Expenses	\$32,418.94
Ineligible Expenses-DWR elimination of markups by SHN	7,463.85
Arthur Road PRV Construction Costs	57,610.01
DFA Reimbursement Rounding - Cumulative	0.17
DFA Reimbursement Invoice #1 (paid 12/12/22)	64,008.00
DFA Reimbursement Invoice #2 (paid 9/21/23)	71,398.00
DFA Reimbursement Invoice #3 (paid 9/27/23)	52,221.00
DWR Reimbursement Invoice #1 (paid 8/8/23)	165,759.30
DWR Reimbursement Invoice #2 (paid 12/0/23)	64,077.51
DWR Reimbursement Invoice #3 (paid 2/22/24)	131,672.02
DFA Reimbursement Invoice #4 (paid 4/8/24)	125,610.00
DFA Reimbursement Invoice #5 (submitted)	294,971.54
DFA Reimbursement Invoice #6 (prepared)	63,626.00
DWR Reimbursement Invoice #4 (submitted)	155,399.77
DWR Reimbursement Invoice #5 (preparing)	14,483.14
DWR Retention Due	57,434.65
Expenses Awaiting Invoicing (Future DFA Construction Funding)	16,951.99
<b>Total Project Costs to Date</b>	<b>\$1,375,105.89</b>

The total project costs that will come from the District funds for the foreseeable future total \$114,444.79 and are highlighted in the table above. This equates to 8.3% of the total project costs.

## RECOMMENDATIONS

1. None

## ATTACHMENTS

None



# GARBERVILLE SANITARY DISTRICT

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

## BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: August 27, 2024  
To: Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Garberville Tanks Replacement Project - Construction Phase  
Wallan & Robertson Tanks, Wallan PS, Alderpoint PS - DWR

### GENERAL OVERVIEW

Since the last Board Meeting, the Project Team has:

- Held the Preconstruction Meeting
- Begin setting up the electronic contract documents portal with Wahlund
- Registered the project with the Department of Industrial Relations
- BRI and I have continued to coordinated with the State Department of General Services for the CalFire site easement acquisition
- Answer DGS questions about the project for their FWO review
- Answer RCAC Bridge Loan questions
- Receive approval for the RCAC Bridge Loan in the amount of \$1M (which requires adoption of an amendment to Resolution 2024-008)
- Coordinated with PG&E to produce the documents for Souvanna to sign for the easement
- Prepared the 2024 Q2 quarterly report to DWR
- Prepared the fourth reimbursement request to DWR

The project team will be working on:

- Coordination with BRI and the State Department of General Services for the CalFire site easement acquisition
- Coordination with Souvanna for the PG&E easement for the new overhead service
- Coordination with PG&E to get all the easements recorded for their new service
- Continued oversight of the finances
- Processing submittals for construction
- Setting the construction project's proposed schedule
- Putting together the labor compliance program and making the necessary notifications

As RCAC processed the bridge loan application, they recommended that we set up a loan amount that can cover 120 days from the time Wahlund invoices us to the time that we receive reimbursement from DWR and then make payment back to RCAC instead of the 90 days that I used. This does result in a slightly higher loan origination fee, but it also provides more flexibility throughout the next year for making timely payments to our contractor and consultants. SHN and I have been patient over the past 5 months waiting to be paid for services rendered.



## FINANCIAL IMPLICATIONS

The overall construction project budget is as follows:

Description	Budget Amount	Contract Amount	Amount Spent
Construction Administration & Legal	30,000		
Bid Support (SHN)	11,700	15,000	8,100
Construction Management (4Js)	100,000	45,000	5,000
Construction Engineering (SHN + ATEEM)	158,000	143,200	
SWPPP Support Services (SHN)	35,000	30,500	
Survey Coordination (Points West)	11,000		
Materials Testing & Special Inspections (SHN)	44,000	27,000	
Environmental Compliance Monitoring (SHN)	62,000	15,000	
Construction Permits + fees	20,000		
RCAC Bridge Loan Expenses (non-reimbursable)	65,000	15,000	
PG&E Direct Costs for Service	30,000	29,713	29,713
Wahlund Construction Agreement	3,686,400	3,686,400	
CCO#1 - Remove BI 1.11 Towable Generator	(122,000)	(122,000)	
<u>Post Construction Items</u>			
Revegetation Planting	20,000		
Record Drawings	10,000		
Warranty Inspection (SHN)	10,000		
O&M Manual	10,000		
<b>Total Construction Project Costs</b>	<b>4,181,100</b>	<b>3,884,813</b>	<b>42,813</b>
Est. DWR Grant Amount Remaining - Planning	0	0	
DWR Grant Amount-Construction	3,920,000	3,920,000	
GSD Amount (Grant Shortfall)	261,100	(35,187)	
Additive Alt. Not Awarded (Tobin Generator)	104,800		
Construction Contingency	300,000		

## RECOMMENDATIONS

1. Adopt the amendment to Resolution 24-008 increasing the maximum bridge loan amount from \$700,000 to \$1,000,000.

## ATTACHMENTS

Amended Resolution 24-008 (redline format)



# GARBERVILLE SANITARY DISTRICT

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

## **AMENDED** RESOLUTION NO. 24-008

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO EXECUTE THE LOAN APPLICATION, AGREEMENT, PROMISSORY NOTE, SECURITY, AND OTHER INSTRUMENTS TO MAKE AND SECURE THE LOAN FROM RURAL COMMUNITY ASSISTANCE CORPORATION FOR A CONSTRUCTION BRIDGE LOAN ON THE GARBERVILLE TANKS REPLACEMENT PROJECT (FUNDED BY DWR) AND ANY AMENDMENTS THERETO; AND

AUTHORIZING THE GENERAL MANAGER OR CONSTRUCTION PROJECT MANAGER TO APPROVE CLAIMS FOR REIMBURSEMENT AND SIGN DOCUMENTATION REQUIRED BY RCAC FOR THE DISBURSEMENT OF FUNDS DURING THE TERM OF THE LOAN; AND DEDICATING REIMBURSEMENTS FROM DWR AS THE SOURCE OF REVENUE TO REPAY SAID LOAN.

**WHEREAS**, the Garberville Sanitary District (hereinafter referred to as "District") is a Special District that was formed by the Humboldt County Board of Supervisors on April 12, 1932, pursuant to the Sanitary District Act of 1923 (the "Act"), after a majority vote was cast in a general election; and

**WHEREAS**, the community of Garberville is designated as a severely disadvantaged community by the State of California; and

**WHEREAS**, the District owns and operates the Wallan Road Tank, which is a redwood tank that was constructed as part of the Meadows Subdivision in the 1970s and has been leaking for many years; and

**WHEREAS**, the District installed a temporary tank adjacent to the Wallan Road Tank so that the tank level could be brought below the largest leak, to minimize the water loss from the tank, especially during drought conditions.

**WHEREAS**, the District owns and operates the Robertson Tank, which is a partially in-ground concrete tank that has been held together with cables for more than 20 years and has been leaking for decades; and

**WHEREAS**, the SF Eel River contains protected salmonid species and is a wild and scenic river. During fall of 2021, the flows in the SF Eel River reached 80-year historic lows at the Miranda Gage. The imminent completion of this project is critical, and

**WHEREAS**, the GARBERVILLE TANKS REPLACEMENT PROJECT is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies, and

**WHEREAS**, the District has executed with the Department of Water Resources Small Community Drought Relief Program, Grant Agreement Number 4600015036 including Amendments 1 and 2 for the administration, project development, environmental review, permitting, and construction of the GARBERVILLE TANKS REPLACEMENT PROJECT totaling **\$4.545 million in grant funds**; and

**WHEREAS**, the GARBERVILLE TANKS REPLACEMENT PROJECT (hereinafter referred to as “Project”) consists of demolishing the Robertson Tank, replacing the Wallan Tank, rehabilitating the Wallan pump station, construction of a new Alderpoint pump station, decommissioning of the Arthur pump station, construction of a waterline in Alderpoint Road, with associated piping and appurtenances necessary to physically and electronically connect the various sites; all in Humboldt County, California; and

**WHEREAS**, the District has bid the Project and desires to award the Project to the low bidder in the amount of \$4,083,540 with a completion date of November 1, 2025, and

**WHEREAS**, California law requires the District to make timely payments to the construction contractor and construction engineering firms, and

**WHEREAS**, there will be a delay between the date of payment to contractors or consultants and the receipt of reimbursement disbursements from the State Department of Water Resources under the Grant Agreement; and

**WHEREAS**, Rural Community Assistance Corporation (hereinafter referred to as “RCAC”) is authorized to make loans for housing, environmental infrastructure and community facilities for low-income people; and

**WHEREAS**, the District wishes to obtain from RCAC a bridge loan for the construction of the Project; and

**WHEREAS**, RCAC has a loan funding program that allows the District to use the existing grant agreement as collateral on a line of credit for a construction bridge loan;

**WHEREAS**, the District is entitled to borrow money and incur indebtedness pursuant to the Act and California Health and Safety Code Section 6523.1; and

**WHEREAS**, the District wishes to obtain from RCAC a construction bridge loan with a maximum line of credit of ~~\$700,000~~**\$1,000,000**.

---

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the foregoing recitals are true and correct and shall be implemented as stated; and

**BE IT FURTHER RESOLVED AND ORDERED**, that

1. the District shall submit to RCAC an application for a loan in an amount not to exceed ~~Seven Hundred Thousand~~**One Million** Dollars (~~\$700,000~~**1,000,000**) to be used for the Garberville Tanks Replacement Project in the town of Garberville, in Humboldt County, California.
2. If the loan is approved, the District is hereby authorized to incur indebtedness in the amount approved by RCAC, but **not to exceed Seven Hundred Thousand One Million Dollars (\$700,000 1,000,000)**, and to enter into a loan agreement with RCAC for the purposes set forth in the loan application and approved by RCAC. It also may give a promissory note and execute security and other instruments required by RCAC to evidence and secure the indebtedness.
3. The District is further authorized to request amendments, including increases in the loan amount up to amounts approved by RCAC, and to execute any and all documents required by RCAC to evidence and secure these amendments.
4. The Board authorizes the **CHAIR OF THE BOARD OF DIRECTORS** to execute in the name of the District, the loan application and the loan agreement, promissory note, security and other instruments, and any and all documentation for the disbursement of funds required by RCAC to make and secure the loan and any amendments thereto.
5. The Board authorizes the **GENERAL MANAGER (Ralph Emerson) or CONSTRUCTION PROJECT MANAGER (Jennie Short)** to execute in the name of the District, only that documentation required by RCAC for the disbursement of funds during the term of the loan.

6. The Board authorizes the **OFFICE ADMINISTRATIVE ASSISTANT (Mary Nieto)** to confirm the District's bank account information for loan disbursements and payments.

Passed and adopted by the Garberville Sanitary District's Board of Directors on ~~June 25~~ **August 27, 2024** during a regular business meeting, by the following vote:

AYES: Directors \_\_\_\_\_

NOES: Directors \_\_\_\_\_

EXCUSED: Directors \_\_\_\_\_

\_\_\_\_\_  
Doug Bryan, Chair of the Board

ATTEST:

\_\_\_\_\_  
Ralph Emerson  
Clerk of Board of Directors



# GARBERVILLE SANITARY DISTRICT

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

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## BOARD OF DIRECTORS MEETING MEMORANDUM

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Meeting Date: August 27, 2024  
To: Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Hurlbutt Tank Replacement Project - Construction Phase - Funding

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### GENERAL OVERVIEW

All of the documents for the construction funding application for the Drinking Water State Revolving Fund have been uploaded into FFAST, except the letter from District Counsel. Russ should have that letter completed next week. I will then upload it and submit the application so that DFA can begin the long process of reviewing the application and awaiting available funding. As a category D project, it could take years to obtain funding. We will continue to look for other funding opportunities for the project since it is shovel ready and would be an ideal project for an agency looking for a project that could begin construction very shortly after awarding funds.

### FINANCIAL IMPLICATIONS

The overall construction project budget is \$10.2 million. The expenses associated with property acquisition for the new tank site above Swaffar's house are included in this application. I continue to file those invoices for a future reimbursement request to DFA should funding be awarded.

### RECOMMENDATIONS

None

### ATTACHMENTS

None



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

## **CODE OF CONDUCT**

### Standards of Conduct

Following is a list of standards that GSD expects of its employees. Violation of these standards could lead to disciplinary action, including possible termination. The standards are as follows:

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

### General Office and Field Policies

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

### Non-Harassment Policy

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

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

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures.
- c. Physical conduct such as assault, unwanted touching (including unwanted hugging), or blocking normal movement or interfering with work for reasons motivated by sex, race or any other protected status.
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

- e. Retaliation for having reported or threatened to report harassment. If you believe that you have been unlawfully harassed, provide a written grievance complaint to the General Manager or designee. To the extent permitted by law, due process, and fairness, written or oral complaints shall remain confidential. In the event a written complaint cannot be prepared, it shall be made orally and then reduced to writing and signed by the complainant. A complaint should be specific and for each occurrence should include the date(s), time(s), location(s), names of the individuals involved and the names of any witnesses. An immediate, thorough and objective investigation of the harassment allegations shall be initiated by the General Manager or designee and if complaint is against Management, the Chairperson of the Board of Directors will initiate an investigation.

Questions regarding Board Members, Employees or Operations

- a. All Questions regarding the Board of Directors, such as conflict of interest and questions about the interests or conduct of an individual Board Member will always be referred to the General Manager. The General Manager shall contact the Fair Political Practice Commission (FPPC) on all issues concerning conflict of interest for guidance. Staff should not attempt to respond to questions or comments on issues that are the sole responsibility of the General Manager.
- b. For security reasons, inquiries regarding plant design or operational specifics must be referred to the General Manager or designee.
- c. All questions from media or the public about Board Members, Employees or Operations of the District, must be given to the General Manager or designee.



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

- a. **Customer Bills:**  
Bills will be mailed by the first of each month.
- b. **Late Payments Procedure:**
  - (1) Bills past due - Courtesy Call
  - (2) 35 days past due (\$60) - Shut off notice - Hand delivered to service address.  
Owner of  
Property Notified.
  - (3) 7 days after shut off notice is delivered - Water service will be discontinued.  
Owner will be notified. There will be a \$100 reconnection fee due, prior to water reconnected. (See Sec 10.1 Disconnection for non-payment)
  - (4) One Year past due—Lien on building/property - File Small Claims Suit against owner/customer for service charges owed with associated fees and late charges, plus \$500 for staff time and legal expenses.
  - (5) Two Years past due - Turn over to collection agency.
  - (6) Two Years of non-payment will result in meter being removed with owner or property manager notified that a new water and sewer connection fee will be required before services will be reconnected.

**Adjustments to bills - Payment Plans:**

The General Manager or designee will be the only person authorized to make adjustments to a bill or enter into a payment plan.

- c. NSF (non-sufficient funds) from any payment source will require the customer pay all bank charges and a \$40 handling fee.
- d. Upon 2 NSF (non-sufficient funds), within a 12-month period automatic payment will be denied until an agreement can be reached with the General Manager or designee.
- e. Tampering with water meters or turning meters on after being turned off for non-payment may result in a customer fine of \$200 and a reconnection fee of \$100 which must be paid with all outstanding service charges before water will be turned on unless an agreement is made with the General Manager or Designee.
- f. Service Charge Discount may be available for any customer that verifies they are over the age of 62 and have a combined income of less than \$24,000 annually. Customers who qualify may receive a (\$30) credit which can be used to decrease their monthly service charge. A service credit will only be authorized if water usage is below (10) units (7,500 gallons) in a given month, the service charge discount will be voided for that month if customer uses (11) units of water or above.



Adopted 1/26/2021

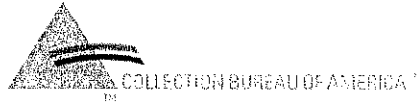
### ADDITIONAL PROCEDURES TO AVOID DELINQUENT SERVICE CHARGES

1. *Owners of property will be given an annual letter which explains that they are responsible for all service charges. This letter will include the "Payment of Bills" Ordinance, with past due procedures.*
2. *The owner of premise must sign request for service application as responsible party or service will be denied.*
3. *Contact Owner of property or building of payments that are past due*
4. *Notify Owner that they are responsible for all past due payments.*
5. *Contact renter and owner of property about entering a payment plan which will keep water turned on, while paying an agreed upon amount of additional money to service bill each month until past due balance is current.*
6. *follow the approved payment of Bills Ordinance Sec 9.5, with additional legal action if payment plan is not complied with or when past due amount requires small claims court judgement and filing a lien on property.*
7. *Uncollected Service Charges may be turned over to a collection agency for recovery of those past due charges, which may include taking owner and tenant to small claims court for a judgement, that will be used for a lien on property, or attaching wages and taxes.*
8. *The District may require a credit check at time of service at customer expense.*
9. *Based on credit history, A \$200 deposit may be required at time of service, which will be refunded if all service charges are paid after leaving premise.*

### RESPONSIBILITY OF PROPERTY OWNER FOR SERVICE CHARGES

*Property owners are responsible for water/sewer service charges if their renter or tenant becomes delinquent or vacates premise, prior to paying all charges associated with property, house, or business.*

*The District will make every reasonable attempt to work with tenant/renter in paying their service charges but when unable to collect the past due charges, the owner will be responsible and nobody will be allowed water/sewer service to this property, until all past due charges are paid or a payment plan is agreed to between owner and District.*



## COLLECTION AGREEMENT

This agreement made and executed on Jun 6 2024 by Collection Bureau of America Ltd. and between Resort Improvement District No. 1. the undersigned, hereinafter referred to as "Client," and Collection Bureau of America Ltd. hereinafter referred to as "Collection Bureau."

WITNESSETH: For good and valuable consideration, the parties hereto agree as follows:

1. Client may periodically assign accounts to Collection Bureau for collection. Client represents that the account balances will reflect true and just indebtedness, that Client obeyed all laws and regulations affecting the accounts assigned, that the account balances are not barred by any statute of limitations, and that to the best of Client's knowledge the persons obligated on the assigned accounts are not represented by an attorney or protected by any bankruptcy proceeding unless clearly noted at time of assignment, and are not at time of assignment assigned to another collection agency, attorney, or other person, and that Client is fully authorized, and has obtained all necessary approvals, for the assignment of the account(s) and interest(s) to Collection Bureau.

2. The assignment of an account pursuant to this agreement shall be an assignment of all rights and interests of the creditor relating to that account, including all contractual and statutory rights. For all accounts assigned, Collection Bureau and Client acknowledge that Collection Bureau may enforce all legal rights for the assigned account, including recovery of all interest, fees, and other amounts or damages owed or to be owed by the person(s) for any assigned account, subject to Collection Bureau's duties and obligations to Client pursuant to this Agreement. Collection Bureau may, in the exercise of business judgment, may report qualifying assigned accounts to consumer reporting agencies as allowed by the Fair Credit Reporting Act and other applicable federal and state laws and regulations.

3. Collection Bureau shall determine, in the exercise of its business judgment, whether it will commence litigation as it determines appropriate. Legal action will not be undertaken on any account without written confirmation that Client has not identified any reason why a legal action should not to be filed on that account. Collection Bureau will advance all court costs and attorney fees, unless otherwise agreed by Client, with such amounts to be paid back to Collection Bureau out of the first moneys collected for that account. Collection Bureau is not obligated to file suit on accounts assigned to it pursuant to this Agreement and Collection Bureau is not liable for claims that become barred by the statute limitations while in its possession. Collection Bureau reserves the right to close and return such accounts at such time as it shall determine.

4. Collection Bureau may negotiate payment arrangements or other payment plans on any accounts assigned which Collection Bureau determines appropriate in the exercise of its business judgment. Collection Bureau may accept as settlement in

full any amount that is sufficient to pay Client an amount equal Client's percentage interest in the principal amount of the assigned account. Client authorizes Collection Bureau to accept any settlement which provides for a reduced payment to **Client of**   0   % or more of Client's interest in the principal of any assigned account(s).

5. All collections made by Collection Bureau for accounts assigned by Client will be deposited by Collection Bureau into its Client Trust Account. Collection Bureau shall disburse directly from the trust account to Client that portion of the monies collected due Client and directly to Collection Bureau the portion of the monies collected, interest, and payment of expenses due Collection Bureau. Client authorizes Collection Bureau to endorse the name of Client on such drafts, checks, money orders, and other payments, payable to Client, for deposit directly into Collection Bureau's Client Trust bank account.

6. Client hereby agrees that all accounts now in the office of, or which may be hereafter assigned to Collection Bureau shall be retained by Collection Bureau until canceled in writing by Client. Collection Bureau shall cancel the assignment and return the account Client within 30 days of receiving the notice of cancellation from Client. If Client elects to cancel any accounts, Collection Bureau may elect to retain the assignment of the account and continue with collection activities for the following types of accounts received from the Client: (i.) accounts for which the Collection Bureau has received a payment within six (6) months of the notice of cancellation; (ii.) accounts that the Collection Bureau has placed on hold pending the receipt of any information from the Client; (iii.) accounts that the Collection Bureau has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; (iv.) accounts that the Collection Bureau has placed on hold pending the outcome of a patient's personal injury litigation, (iv.) and accounts where Collection Bureau's attorneys have commenced legal action, are subject to ongoing legal proceedings, or for which the Collection Bureau has obtained a judgment. The retained accounts shall continue to be subject to the terms and conditions of this Agreement. The Collection Bureau shall not be required to perform any work on any accounts placed with the Collection Bureau after the Collection Bureau has received notice of the Client's notice of cancellation. All assignments Collection Bureau elects to retain under this paragraph will continue to be subject to the terms and conditions of this Agreement.

7. For all monies collected, Collection Bureau shall remit to Client by the fifteenth (15th) of the month following collection, net of collection fees, costs and expenses due Collection Bureau. Client shall notify Collection Bureau of all direct payments it receives on an account after assignment to Collection Bureau, and Client shall immediately transfer to Collection Bureau the monies received. In addition to any other rights and remedies of Collection Bureau, if client does not immediately transfer the direct payments, Collection Bureau may compute the amount owed to Collection Bureau for the direct payments to Client and offset such amounts against monies for any other accounts to be remitted to Client.

8. For all accounts assigned, Collection Bureau is assigned that portion of the monies collected for an assigned debt, as a contingent fee, in the amount of **35%** of the principal amount collected on account prior to legal action filed and **45%** of the

principal amount collected after legal action is filed, with the monies collected on principal to be distributed pro rata based on the Client's retained percentage of the principal amount and Collection Bureau's assigned percentage of the principal amount. In addition, Collection Bureau is assigned all amounts collected in addition to principal, including interest, court costs, and attorney fees, shall be retained by Collection Bureau. There will be an **Assignment Fee of \$0 per account** to start the collection process. There will be a **Cancellation Fee of 0% per account** if the account is recalled by the client once the account has been assigned to collections.

9. Collection Bureau and all of its representatives and agents shall be independent contractors, and nothing contained herein shall be construed to create or establish a partnership or joint venture or employment relationship between Collection Bureau and Client or between Collection Bureau and Client and the employees, representatives or agents of either party.

10. Notwithstanding any other provisions of law, all claims, disputes, corrections or other alleged errors or omissions committed by Collection Bureau concerning the reimbursement of costs and expenses, disbursements of monies to Client or Collection Bureau, or other claims asserted by Client for or relating to Collection Bureau's conduct concerning any debts assigned to Collection Bureau must be made, and any judicial or non-judicial proceeding commenced, within one year of the monthly statement on which the disbursement at issue was reported to Client by Collection Bureau or within one year of the date the alleged breach, act or omission occurred. This paragraph expressly shortens any period under state or federal law (such as the statute of limitations) which provides for commencement of any judicial or non-judicial proceeding against Collection Bureau, and each report shall be deemed a separate potential claim for which the one-year period shall individually apply.

11. Client and Collection Bureau hereby expressly understand and agree that this Agreement is between Client and Collection Bureau and there are not intended to be any third-party beneficiaries of this Agreement.

12. Collection Bureau shall defend, indemnify, and hold Client harmless from any claims, damages, loses, or actions brought against Client because of any action or omission of Collection Bureau. Client shall defend, indemnify, and hold Collection Bureau harmless against any claims, damages losses or actions brought against Collection Bureau because of any action or omission of Client.

13. This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto. In the event of any dispute, claim, arbitration, or legal proceeding arising out of or relating to this Agreement the prevailing party thereto shall be entitled to reimbursement from the other of all reasonable attorney's fees and costs incurred in connection therewith.

14. All issues regarding the subject matter of this Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal or

arbitration proceeding arising from or pertaining to this Agreement shall commence in Alameda County, California.

15. Termination or cancellation of this Agreement by either party shall not affect the collection, enforcement or validity of any accrued obligations owing between the parties.

IN WITNESS WHEREOF the parties have executed this agreement the date first above written.

By: \_\_\_\_\_  
Name: Christopher Christianson's  
Title: General Manager  
Corporate Name:  
Doing Business As:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:

DocuSigned by:  
*Shawn DeLuna*  
By: \_\_\_\_\_  
4015977F853645E...  
Name: Shawn DeLuna  
Title: President & CEO  
Company: Collection Bureau of America Ltd.  
Address: 25954 Eden Landing Road  
City, State, Zip: Hayward, CA 94545  
Phone: 888-306-2045  
Fax: 510-781-5101  
Email: shawn@collectionbureauofamerica.com

**Client Contact Information:**

- 1. Contact Person Name / Email / Phone:  

Contact Name	Contact Email	Contact Phone
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- 2. Contact Person Name / Email / Phone:  

Contact Name	Contact Email	Contact Phone
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- 3. Contact Person Name / Email / Phone:  

Contact Name	Contact Email	Contact Phone
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- 4. Contact Person Name / Email / Phone:  

Contact Name	Contact Email	Contact Phone
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- 5. Contact Person Name / Email / Phone:  

Contact Name	Contact Email	Contact Phone
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### 5.3.1 Vacation:

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

a) Full-time employees shall be entitled to 10 working days paid vacation after completion of one year of employment, prorated upon average total hours worked from date of hire. Accrued vacation time (5 working days) may be taken after six months of employment from date of hire with prior General Manager approval. Employees are encouraged to take vacation days because time away from work allows employees to relax and rejuvenate; which is necessary to handle stress which may come with a work environment. Employees will be allowed to accrue (bank) up to

Personnel Policy - 11 - Adopted 6/6/06

Amended 9/17/2019 and resumed 09/28/2023 LS

240 hours (30 days). Vacation hours accrued above 240 hours will be paid to the employee in an annual check at the end of the calendar year.

b) The General Manager will not be paid for vacation time accrued above 240 hours annually and will only be paid for unused vacation time, not to exceed 320 hours (2 months), when terminated from the GSD employment.

c) After 5 years of employment, a full-time employee shall be entitled to 15 days paid vacation.

d) After 10 years of employment, a full-time employee shall be entitled to 20 days paid vacation.

e) After 20 years of employment, a full-time employee shall be entitled to 30 days paid vacation.

f) An employee eligible for paid vacation may request approval by the General Manager or designee to receive pay for up to ½ of the year's vacation time, in lieu of taking time off. Requesting pay in lieu of using vacation days is discouraged and may only be granted for specific circumstances as specified by the General Manager or designee.

g) Paid time off is to be requested in writing as far in advance as possible, so that management can plan for coverage by other staff members. Paid time off will be scheduled with management approval on a seniority basis.

h) Management shall schedule his/her vacation time as well as all other employees so that all operations of the District are covered.

i) Full-time employees are eligible to use accrued vacation after six months of employment.

j) Accrued vacation time may be shared with a co-worker when their vacation time has been depleted and when authorized by the General Manager or designee. Shared vacation time may only be approved for specific vacation days requested and when vacation time has been depleted.

Sec. 5.3.1 Updated by LS 09/28/2023 as per Revision Adopted 02/23/2021 BOD Me

### 5.3.3 Sick Leave

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

- a. Full time employees shall accrue one working day of sick leave for each month worked, prorated based upon average total hours worked. This may accrue to a total of 24 working days.
- b. Sick leave Use: Paid sick leave may be used for doctor/dentist visits in not less than four hour units.
- c. Return to Work Authorization: Any employee, full-time or part-time, who is absent for more than 3 days, may be required by his/her supervisor or the Board of Directors to obtain a statement from a physician indicating ability to return to work.
- d. Family Members: Sick leave may be used to care for family members.
- e. Employees will not be paid for earned but unused sick leave upon termination.
- f. Full-time employees are eligible for paid sick leave after completing their 3-month introductory period.
- g. [Accrued sick leave may be shared with a co-worker when their sick leave has been depleted and when authorized by the General Manager or designee.](#)

#### 7.4 Non Violence---Harassment Policy

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

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

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures.
- c. Physical conduct such as assault, unwanted touching (including unwanted hugging), or blocking normal movement or interfering with work for reasons motivated by sex, race or any other protected status.
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
- e. Retaliation for having reported or threatened to report harassment. If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other GSD Management personnel or Chairperson or Member of the Board of Directors. To the extent permitted by law, due process, and fairness, written or oral complaints shall remain confidential. In the event a written complaint can not be prepared, it shall be made orally and then reduced to writing and signed by the complainant. A complaint should be specific and for each occurrence should include the date(s), time(s), location(s), names of the individuals involved and the names of any witnesses. An immediate, thorough and objective investigation of the harassment allegations shall be initiated by the appropriate manager or by the Chairperson of the Board of Directors.
- f. If GSD determines that unlawful harassment has occurred; effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by GSD to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A GSD representative will advise all parties concerned of the results of the investigation. GSD will not retaliate against anyone for filing a complaint and will not knowingly tolerate or permit retaliation by management, employees or co-workers. GSD encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved.
- g. [The District adheres to the State, Workplace Violence standards of Senate Bill 553, which describes in detail, what workplace violence is and why it will not be tolerated under any circumstances. \(a copy of Senate Bill 553 is included\). Upon final approval](#)

#### 7.5 Standards of Conduct

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

- a. Courteous treatment of the public and fellow employees.
- b. Following all lawful and reasonable regulations and orders given by the supervisor.
- c. Attention to duty.



- d. Careful use of District property.
- e. Honesty.
- f. Promptness and consistent attendance.
- g. Appropriate use of sick leave.
- h. Professionalism.
- i. Compliance with the Alcohol and Drug Use Policy stated above.

## Workplace Violence Prevention in General Industry (Non-Health Care Settings) – Information for Employers

According to the Occupational Safety and Health Administration (OSHA), workplace violence affects nearly 2 million American workers annually. SB 553 addresses workplace violence by requiring employers to implement basic protections to protect employees while at work.

This fact sheet is an overview of the **California Senate Bill 553** (SB 553), which was signed into law on September 30, 2023. SB 553 amended Labor Code section 6401.7 to require employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section **6401.9**, which sets out the requirements for the plan. Starting July 1, 2024, the majority of employers in California must establish, implement, and maintain a Workplace Violence Prevention Plan that includes:

- Prohibiting employee retaliation.
- Accepting and responding to reports of workplace violence.
- Employee workplace violence training and communication.
- Emergency response.
- Workplace violence hazard assessments.
- Other requirements, such as maintaining a Violent Incident Log.

### What must employers know?

All employers, employees, places of employment, and employer-provided housing must comply with the new Labor Code requirements, except those listed in subsection (b) of Labor Code 6401.9.

This fact sheet only provides an overview. Employers should review the full requirements of **California Senate Bill 553** (SB 553), which includes Labor Code section 6401.9.



### Creating a workplace violence prevention plan

Labor Code section 6401.9 outlines the elements of a workplace violence prevention plan required by section 6401.7:

- Every covered employer is required to establish, implement, and maintain an effective workplace violence prevention plan.
- The plan needs to include the following:
  - The names of persons responsible for its implementation.
  - Effective procedures for employee involvement in developing and implementing the plan.
  - Methods to coordinate implementation of the plan with other employers, when applicable.
  - Procedures for employers to handle and respond to reports of workplace violence, while ensuring no retaliation against the reporting employee.
  - Procedures to ensure compliance from employees, including supervisors.
  - Procedures to communicate with employees regarding workplace violence matters.



## Violent incident log requirements

Employers must maintain a log of all incidents of workplace violence even if the incident did not result in injury. This log must include information on every workplace violence incident, based on employee statements, witness statements, and investigation findings. Incident information must include at least the following:

- Incident date, time, location.
- Workplace violence “Type” (1, 2, 3, and/or 4).
- Detailed description of the incident.
- Classification of who committed the violence.
- The circumstances at the time of the incident.
- Where the incident occurred.
- Specific incident characteristics, such as physical attacks, weapon involvement, threats, sexual assault, animal incidents, or other events.
- What the consequences of the incident were, including any involvement law enforcement.
- What steps were taken to protect employees from further threat or hazards.
- Who completed the log, including their name, job title, and the date completed.

Note: Employers must exclude personal identifying information that would identify any person involved in a violent incident.

## Training employees on workplace violence

- Employers must provide effective training and ensure that training materials are easy to understand and match the workers’ education, reading skills, and language.
- Employers must provide employees with an initial training and annually thereafter.
- The training is required to cover various aspects, including the following:
  - Familiarizing employees with the plan, how to obtain a copy, and how to participate in the development and implementation of the employer’s plan.

- Emergency response protocols.
- Training provisions.
- Procedures to identify and evaluate workplace violence hazards that include inspections with the following frequency:
  - When the plan is first set up.
  - Periodically scheduled.
  - After violent incidents.
  - Whenever a new hazard becomes known.
- Procedures to timely correct workplace violence hazards identified and evaluated.
- Procedures for post-incident response and investigation.
- Procedures that allow for plan review
  - Annually.
  - When a deficiency is observed or becomes apparent.
  - After a workplace violence incident.
- Any other procedure necessary for employee health and safety as required by the Division and Standards Board.
- The plan must be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.
- The written plan may be incorporated as a stand-alone section in the written injury and illness prevention program required by section **3203** of title 8 of the California Code of Regulations or maintained as a separate document.

- Definitions and requirements of Labor Code section 6401.9.
- How to report workplace violence incidents without fear of retaliation.
- Understanding of job-specific violence hazards and preventive measures.
- Purpose of the violent incident log and how to obtain related records.
- Opportunities for interactive discussions with someone knowledgeable about the employer's plan.
- When new or previously unidentified workplace violence hazards are discovered, or changes are made to the plan, the employer must provide additional training that focuses on the specific hazard or plan modifications.

## Employer responsibilities with workplace violence recordkeeping requirements

- The plan must be in writing and easily accessible to employees, authorized employee representatives, and Cal/OSHA representatives.
- Records of workplace violence hazard identification, evaluation, and correction must be created and maintained for a minimum of five years.
- Training records must be created and maintained for a minimum of one year.
- Violent incident logs must be maintained for a minimum of five years.
- Records of workplace violence incident investigations under must be maintained for a minimum of five years.



## Additional information and resources

As required by **title 8, section 342(a). Reporting Work-Connected Fatalities and Serious Injuries**, Employers have a legal responsibility to immediately report to Cal/OSHA any serious injury or illness, or death (including any due to workplace violence) of an employee occurring in a place of employment or in connection with any employment.

Additional regulations that may apply to workplace violence and exposure can be found in the following title 8 sections:

- **Section 342** (Reporting Work-Connected Fatalities and Serious Injuries).
  - For instructions on reporting, go to **Report a Work-Related Accident – Employers**.
- **Section 3203** (Injury and Illness Prevention).
- **Section 14300** (Employer Records-Log 300).
  - For information on The Log of Work-Related Injuries and Illnesses (Cal/OSHA Form 300), go to **Brief Guide to Recordkeeping Requirements**.

June 2024



This document is available with active links at [www.dir.ca.gov/dosh/dosh\\_publications](http://www.dir.ca.gov/dosh/dosh_publications)  
 For assistance regarding this subject matter, employers may contact  
**Cal/OSHA Consultation Services** at 1-800-963-9424 or [InfoCons@dir.ca.gov](mailto:InfoCons@dir.ca.gov)  
[www.dir.ca.gov/dosh/consultation.html](http://www.dir.ca.gov/dosh/consultation.html)

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