

**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 25th, 2026
5:00 p.m. – Open Session to Public**

<i>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>

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. Questions or Comments about Closed Session Items
No Closed Session**

**V. RETURN TO OPEN SESSION
No Closed Session**

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

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

General Public / Community Groups

Remote Public Comments:

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

<i>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</i>

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*

Operators—Dan and Brian- Water Leaks—Operational Demands--River Level

Office---Mary Nieto—Office and Customer Update

Board Members-

Correspondence-

General Manager—Ralph Emerson pg. 4

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

Notice to the Public

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

A.1 Approve July 28th 2026, Regular Meeting Minutes - pg. 5-6

A.2 Operations Safety Report-

Handout

A.3 Approve Financials—May 2026

pg. 7-20

Motion:

Second:

Vote:

B. GENERAL BUSINESS – *Action items*

Notice to the Public

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

B.1 Tank Replacement Project –Construction Phase
(discussion-possible action)

Dan-Ralph

Motion:

Second:

Vote:

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 Drought Conditions-River Level pg. 21
 (discussion-possible action)
 Motion: **Second:** **Vote:**
- B.3 Connick Creek Letter and Update pg. 22-23
 (discussion-possible action)
 Motion: **Second:** **Vote:**
- B.4 Town Square Maintenance Involvement
 (discussion-possible action) Ralph
 Motion: **Second:** **Vote:**
- B.5 Small Claims and Collections Process (information at meeting)
 (discussion-possible action) Ralph and Mary
 Motion: **Second:** **Vote:**
- B.6 SDRMA Updated MOU pg. 24-30
 (discussion-acceptance requested) resolution #26-008
 Motion: **Second:** **Vote:**

C. POLICY REVISION / ADOPTION

- C.1 Overtime, and Vacation Days-Ordinance 5.2.3—5.3.1 pg. 31-32
 (discussion-possible action)2nd reading
 Motion: **Second:** **Vote:**
- C.2 Billing Procedures, Article 9 Resolution #26-007 pg. 33-39
 (discussion-possible action)2nd reading

IX. ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—September 22nd, 2026

1. Update on Operational Demands
2. Water Improvement Project
3. Community Improvement Projects, Private and County
4. Impact of summer water usage
5. Homeless Encampments

X. ADJOURNMENT

The GSD Board meeting agenda will be posted at the District Office no later than. Date: Saturday, August 22nd, 2026. 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 25th, 2026

We have been experiencing more vagrancy this past month, as more people are wandering the streets and squatting for long periods of time in front of office, around our property and throughout the community. We have had to contact property owners and the sheriff when a delusional man wouldn't leave from in front of our office, while yelling and leaving trash. Mary had to lock the door and only open it for customers. This may need to be our new operating procedures if it continues.

Mary and I continue trying to recover the past due service charges, various ways but it is a slow process, so we balance priority operational and administrative work with the collection's process.

The water project continues and in spite of setbacks but Tesco did show up last week for Arc-Flash (Safety) training and part of one day addressing the concerns of operators.

We have been working with the hospital on their many projects which require research and meetings to discuss what work must be done and what connection fees must be paid before GSD will provide water or sewer service

Dan and Brian are repairing water leaks and replacing water meters that are either not working accurately or have leaks.

Respectfully Submitted:

Ralph Emerson

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

Date of Meeting: Tuesday, July 28th, 2026
5:00 p.m. – Open Session to Public

I. REGULAR MEETING CALLED TO ORDER

Doug called the meeting to order at 5:19 pm

II. ESTABLISHMENT OF QUORUM

Rio Anderson-Present

Doug Bryan-Present (by phone)

Julie Lyon-Present

Dan Thomas-Present (by phone)

Richard Landes-Present

III. APPROVAL OF AGENDA -

Motion: Richard Landes

Second: Julie Lyon

Vote: 5-0

IV. Questions or Comments about Closed Session Items

No Closed Session

V. RETURN TO OPEN SESSION

No Closed Session

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

No audience was in attendance.

VII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS –

Operators—Dan and Brian- Water Leaks—Operational Demands--River Level (cfs 40)

Office---Mary Nieto—Clear Rate Service and Customer Update

Board Members- 0

Correspondence- SDRMA no paid claims for property/liability certificate

General Manager—Ralph Emerson pg. 4

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve June 23rd, 2026, Regular Meeting Minutes - pg. 5-6

A.2 Operations Safety Report- Handout

Motion: Richard Landes

Second: Rio Anderson

Vote: 5-0

B. GENERAL BUSINESS – *Action items*

B.1 Tank Replacement Project-Update

(discussion-possible action) Dan-Ralph

SHN is closing out their portion of the project and wanting payment. Wahlund is also finishing up their portion and also wanting payment. Programming issues are the last things to get worked out.

- B.2 Update on Finance Committee Meeting—Late Payments pg. 7-10
 (information only) Ralph-Mary-Richard and Julie

2 lien applications have been filled out so far. Landlords are requesting to be notified when their tenants are 30 + days past due.

- B.3 Southern Humboldt Healthcare District--Redwood Drive
 (discussion-possible action) Ralph-Dan Information at Meeting
 Waiting for the start date for this project. More negotiations are needed for the cost that the District will be responsible for.

- B.4 Board Member Elections with Time Line pg. 11
 (Information only)

- B.5 Bear Canyon Sewer Connection for Customer
 (Information Only) Ralph and Dan

One new sewer connection. Quotes are being gathered by property owner for the connection.

- B.6 Water Treatment Plant Change of Classification pg. 12-14
 (discussion-no action) Ralph, Dan

- B.7 Connick Creek Agreement Update pg.15-37
 (information only)
The letters will go out to all the customers in Connick Crk. The board and attorney approved of the letter.

- B.8 SoHum Housing Opportunities Group Impact
 (Discussion-possible action)
Discussion only. Lone Pine was leased out by this group as well as other properties.

C. POLICY REVISION / ADOPTION

- C.1 Billing Procedures-Article 9 pg. 38-40
 (discussion-possible action) 1st reading
Bring back with changes for approval.

- C.2 Drought Ordinance Section 14.5 pg. 42
 (discussion-possible action)
The District staff are keeping an eye on the river level. So far the customers have not needed to be notified.

IX. ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—August 25th, 2026

1. Update on Operational Demands
2. Water Improvement Project
3. Community Improvement Projects, Town Square Presentation
4. Update Billing and Collections Ordinance
5. Homeless Impact to Operations

X. ADJOURNMENT

Doug ended the meeting at 6:23pm



GARBERVILLE SANITARY DISTRICT

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

BOARD AGENDA MEMORANDUM - Consent Item

Meeting Date: August 25, 2026
To: Garberville Sanitary District Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: May 2026 Financial Statements

GENERAL OVERVIEW AND FINANCIAL CONSIDERATIONS

The attached Financial Statements are for May 2026. 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)	1,264,110.00	1,139,695.71	1,131,361.32	8,334.39	😊
Total Expense (excl. Depreciation)	1,128,470.00	955,188.18	1,026,543.15	71,354.97	😊
Net Income (excl. Depreciation)	135,640.00	184,507.53	104,818.17	(79,689.36)	😊
Payroll	574,390.00	495,863.34	521,024.02	(25,160.68)	😊
Repair & Maintenance + Supplies	110,000.00	105,795.44	101,000.11	4,795.33	😊

As can be seen on the “Statement of Cash Flows Report for Board - May 2026” and the “Balance Sheet Report for Board as of May 31, 2026”:

- Operational revenues are **\$1,591.91 OVER** budget, which includes \$16,000 in connection fees.
- Operational expenses are **\$(70,153.46) UNDER** budget.
- Net income is **\$71,745.37 OVER** budget.
- Net cash change for this month is **\$268,666.02**. Net cash change year to date is **\$434,923.71**. This net increase will be expended once the payment Wahlund Construction in the amount of \$255,648.37 is made for PPE#10.

- Overtime payroll costs are **\$10,516.74 OVER** budget. All payroll costs are **\$23,076.27 UNDER** budget.
- The repair and maintenance plus supplies expenses are **\$4,795.33 OVER** the YTD budgeted amount. The annual budget is \$110,000, of which \$4,204.56 remains.
- Total payments on loans so far this year total **\$22,991.18** of a budgeted year-end total of **\$45,982.36**.
- Expenditures for fixed asset acquisition total **\$2,579,223.20** of a budgeted year-end total of **\$2,707,117.00**. The anticipated expenditures are:

Asset Description	Annual Amount Budgeted	Amount Spent YTD
Robertson + Wallen + Hurlbutt Tank Replacement Project	2,684,117	2,579,223.20
Raw Water Intake Pumps Installation	18,000	0
Unspecified	5,000	0
Total:	2,707,117	2,579,223.20

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, 2025.
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 May.

GARBERVILLE SANITARY DISTRICT
Statement of Cash Flows Report for Board
July 2025 through May 2026

	May 26	Jul '25 - May 26
OPERATING ACTIVITIES		
Net Income	(11,957.61)	2,288,928.97
Adjustments to reconcile Net Income to net cash provided by operations:		
11000 · Accounts Receivable - Other	0.00	(22.50)
1316 · Water Grant Reimb. Receivable	248,354.40	559,001.15
1115 · Acct Receivable - Collection	0.00	2,346.27
11001 · Expense Reimbursement	45.00	(972.00)
1100 · Accounts Receivable	4,435.20	(148.55)
1110 · Accts Receivable Over Payments	841.70	2,505.98
1500 · Prepaid Insurance	4,959.22	(4,959.30)
1501 · Prepaid Workers Comp	817.13	(1,942.70)
1510 · Prepaid Licenses and Permits	3,277.95	(3,277.83)
2000 · Accounts Payable	(5,331.46)	(177,380.68)
Payroll Liabilities	0.00	0.00
2205 · Accrued Simple	0.00	0.00
2210 · Accrued Federal PR Taxes	0.00	0.00
2220 · Accrued State PR Taxes	0.00	(9.00)
2225 · Accrued Workers Comp	0.00	(1,447.59)
2300 · Service Deposits	(200.00)	(300.00)
Net cash provided by Operating Activities	245,241.53	2,662,322.22
INVESTING ACTIVITIES		
Accumulated Depreciation-Water	22,977.50	252,752.50
Accumulated Depreciation-Sewer	11,096.67	122,063.37
CIP R-W-H Project:CIP Robertson-Wallen-Hurlbutt T	(10,649.68)	(2,579,223.20)
Net cash provided by Investing Activities	23,424.49	(2,204,407.33)
FINANCING ACTIVITIES		
2700 · SRF Loan - Water	0.00	(22,991.18)
Net cash provided by Financing Activities	0.00	(22,991.18)
Net cash increase for period	268,666.02	434,923.71
Cash at beginning of period	936,058.70	769,801.01
Cash at end of period	1,204,724.72	1,204,724.72

GARBERVILLE SANITARY DISTRICT
Balance Sheet Prev Year Comparison
As of May 31, 2026

	May 31, 26	Jun 30, 25	YTD Difference
ASSETS			
Current Assets			
Checking/Savings			
1005 · Umpqua Checking - Operating	574,872.01	177,309.31	397,562.70
1006 · Umpqua System Reserve - Water	33,750.80	25,748.35	8,002.45
1007 · Umpqua System Reserve - Sewer	31,282.46	31,279.58	2.88
1011 · Water Enterprise Fund	46,850.71	46,846.41	4.30
1030 · County Treasury - Sewer Reserve	424,340.73	396,256.65	28,084.08
1031 · County Treasury - Water Reserve	49,245.24	48,010.24	1,235.00
1035 · Water Capital Improvement Fund	26,009.13	26,007.18	1.95
1036 · Sewer Capital Improvement Fund	18,005.13	18,003.78	1.35
1040 · Petty Cash	39.51	39.51	0.00
1050 · Cash Drawer	329.00	300.00	29.00
Total Checking/Savings	1,204,724.72	769,801.01	434,923.71
Accounts Receivable			
1316 · Water Grant Reimb. Receivable	459,825.48	1,018,826.63	(559,001.15)
1115 · Acct Receivable - Collection	14,875.75	17,222.02	(2,346.27)
11001 · Expense Reimbursement	972.00	0.00	972.00
11000 · Accounts Receivable - Other	(2,167.01)	(2,189.51)	22.50
Total Accounts Receivable	473,506.22	1,033,859.14	(560,352.92)
Other Current Assets			
1100 · Accounts Receivable			
1110 · Accts Receivable Over Payments	(3,183.55)	(677.57)	(2,505.98)
1100 · Accounts Receivable - Other	142,661.07	142,512.52	148.55
Total 1100 · Accounts Receivable	139,477.52	141,834.95	(2,357.43)
1121 · Payroll Tax Overpayment	149.46	149.46	0.00
1500 · Prepaid Insurance	10,749.87	5,790.57	4,959.30
1501 · Prepaid Workers Comp	1,942.70	0.00	1,942.70
1510 · Prepaid Licenses and Permits	3,277.83	0.00	3,277.83
1550 · Allowance for Doubtful Accounts	(5,000.00)	(5,000.00)	0.00
Total Other Current Assets	150,597.38	142,774.98	7,822.40
Total Current Assets	1,828,828.32	1,946,435.13	(117,606.81)
Fixed Assets			
CIP R-W-H Project			
CIP-Hurlbutt Tank Reimbursement	98,646.86	98,646.86	0.00
CIP Robertson-Wallen-Hurlbutt T	5,503,226.68	2,924,003.48	2,579,223.20
Total CIP R-W-H Project	5,601,873.54	3,022,650.34	2,579,223.20
CIP-Church Street	6,800.00	6,800.00	0.00
CIP- Bear Canyon Sewerline	1,038.75	1,038.75	0.00
CIP - Meadows Aerial Waterline	11,558.44	11,558.44	0.00
WATER			
Land - Water	94,594.62	94,594.62	0.00

GARBERVILLE SANITARY DISTRICT
Balance Sheet Prev Year Comparison
As of May 31, 2026

	May 31, 26	Jun 30, 25	YTD Difference
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	25,957.27	0.00
DWTP (Water) 2015	4,968,104.88	4,968,104.88	0.00
Total WATER	8,183,593.59	8,183,593.59	0.00
Water System	142,474.97	142,474.97	0.00
SEWER			
Land - Sewer	129,810.68	129,810.68	0.00
Collection	2,429,245.29	2,429,245.29	0.00
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
Total SEWER	5,893,274.48	5,893,274.48	0.00
Office Equipment	38,244.29	38,244.29	0.00
Equipment	323,352.83	323,352.83	0.00
Vehicles	121,205.99	121,205.99	0.00
MSR/SOI and Annexation Project	157,367.08	157,367.08	0.00
Accumulated Depreciation-Water	(3,839,245.50)	(3,586,493.00)	(252,752.50)
Accumulated Depreciation-Sewer	(3,042,583.29)	(2,920,519.92)	(122,063.37)
Total Fixed Assets	13,598,955.17	11,394,547.84	2,204,407.33
TOTAL ASSETS	15,427,783.49	13,340,982.97	2,086,800.52
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	665,872.14	843,252.82	(177,380.68)
Total Accounts Payable	665,872.14	843,252.82	(177,380.68)
Other Current Liabilities			
2300 · Service Deposits	6,100.00	6,400.00	(300.00)
2205 · Accrued Simple	(1,007.72)	(1,007.72)	0.00
2220 · Accrued State PR Taxes	(9.00)	0.00	(9.00)
2225 · Accrued Workers Comp	0.00	1,447.59	(1,447.59)
2230 · Accrued Vacation	50,050.26	50,050.26	0.00
2250 · Loans Payable - Current Portion	22,991.18	22,991.18	0.00
Total Other Current Liabilities	78,124.72	79,881.31	(1,756.59)
Total Current Liabilities	743,996.86	923,134.13	(179,137.27)
Long Term Liabilities			
2700 · SRF Loan - Water	919,647.40	942,638.58	(22,991.18)
2900 · Less Current Portion	(22,991.18)	(22,991.18)	0.00
Total Long Term Liabilities	896,656.22	919,647.40	(22,991.18)
Total Liabilities	1,640,653.08	1,842,781.53	(202,128.45)

GARBERVILLE SANITARY DISTRICT
Balance Sheet Prev Year Comparison
As of May 31, 2026

	May 31, 26	Jun 30, 25	YTD Difference
Equity			
3000 · Contributed Capital	6,129,491.75	6,129,491.75	0.00
3100 · Retained Earnings	5,368,709.69	4,131,200.35	1,237,509.34
Net Income	2,288,928.97	1,237,509.34	1,051,419.63
Total Equity	13,787,130.41	11,498,201.44	2,288,928.97
TOTAL LIABILITIES & EQUITY	15,427,783.49	13,340,982.97	2,086,800.52

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
May 2026

	Jul '25 -				
	May 26	May 26	YTD Budget	Annual Budget	YTD Actual vs. Budget
Ordinary Income/Expense					
Income					
4707 · Pool Fill Credit	0.00	-176.00	0.00	0.00	-176.00
4708 · Leak Credits	0.00	-7,137.50	-2,791.63	-3,000.00	-4,345.87
4705 · Billing Errors	0.00	-315.00	-479.13	-500.00	164.13
Water Charges					
4100 · Residential	25,868.00	299,731.10	295,400.83	325,690.00	4,330.27
4110 · Commercial	29,546.00	336,458.00	339,308.70	374,100.00	-2,850.70
4150 · Bulk Water Sales	0.00	444.00	0.00	0.00	444.00
Total Water Charges	55,414.00	636,633.10	634,709.53	699,790.00	1,923.57
4200 · Sewer Charges	40,363.60	445,510.60	456,221.00	503,000.00	-10,710.40
4300 · Connection Fees	0.00	16,000.00	0.00	0.00	16,000.00
4650 · Late Charges	1,590.00	15,825.00	14,208.26	15,500.00	1,616.74
4700 · Other Operating Revenue	200.00	1,703.00	4,583.26	5,000.00	-2,880.26
Total Income	97,567.60	1,108,043.20	1,106,451.29	1,219,790.00	7,873.22
Gross Profit	97,567.60	1,108,043.20	1,106,451.29	1,219,790.00	1,591.91
Expense					
Administrative and General					
5025 · Discount Program	510.00	6,047.00	9,625.00	10,500.00	(3,578.00)
5000 · Advertising	0.00	0.00	100.00	100.00	(100.00)
5005 · Bad Debts	1,015.00	2,531.00	4,208.37	7,000.00	(1,677.37)
5010 · Bank Charges					
5012 · Merchant Account Fees	270.69	10,057.69	5,041.74	5,500.00	5,015.95
5010 · Bank Charges - Other	419.74	2,423.83	2,291.74	2,500.00	132.09
Total 5010 · Bank Charges	690.43	12,481.52	7,333.48	8,000.00	5,148.04
5020 · Directors Fees	0.00	1,300.00	1,666.63	2,000.00	(366.63)
5030 · Dues and Memberships	0.00	6,151.00	7,058.26	7,700.00	(907.26)
5035 · Education and Training	588.00	948.00	3,208.26	3,500.00	(2,260.26)
5036 · Education and Training - B.O.D.	0.00	0.00	183.26	200.00	(183.26)
Insurance					
5040 · Liability	4,959.22	54,598.92	54,550.76	59,510.00	48.16
5050 · Workers' Comp	817.13	9,773.13	10,743.26	11,720.00	(970.13)
5055 · Health					
5055.1 · Employee Portion	-1,123.52	-11,650.54	-11,220.00	-12,240.00	(430.54)
5055 · Health - Other	5,671.20	60,150.99	67,310.76	73,430.00	(7,159.77)
Total 5055 · Health	4,547.68	48,500.45	56,090.76	61,190.00	(7,590.31)
Total Insurance	10,324.03	112,872.50	121,384.78	132,420.00	(8,512.28)
5060 · Licenses, Permits, and Fees	3,397.95	39,765.93	41,250.00	45,000.00	(1,484.07)
5065 · Auto	67.39	7,822.04	2,000.00	2,500.00	5,822.04
5070 · Miscellaneous	3.02	15.09	100.00	100.00	(84.91)
5080 · Office Expense	1,410.84	5,769.58	5,500.00	6,000.00	269.58
5082 · Office Subscriptions	1,146.98	7,379.18	6,875.00	7,500.00	504.18
5085 · Outside Services	356.92	8,234.56	9,900.00	10,800.00	(1,665.44)
5090 · Payroll Taxes	2,547.36	31,123.69	36,666.74	40,000.00	(5,543.05)
5095 · Penalties and Fines	0.00	0.00	100.00	100.00	(100.00)
5100 · Postage	170.37	3,591.84	3,850.00	4,200.00	(258.16)

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
May 2026

	Jul '25 -		YTD Budget	Annual Budget	YTD Actual vs. Budget
	May 26	May 26			
5110 · Professional Fees	4,910.00	35,856.00	73,333.26	80,000.00	(37,477.26)
5120 · Property Taxes	0.00	0.00	50.00	50.00	(50.00)
5125 · Repairs and Maintenance	1,131.60	1,611.60	2,000.00	2,000.00	(388.40)
5130 · Rents	835.00	9,185.00	9,185.00	10,020.00	0.00
5135 · Retirement	961.50	11,585.60	10,083.26	11,000.00	1,502.34
5137 · Supplies	24.98	505.94	1,375.00	1,500.00	(869.06)
5140 · Telephone	1,508.08	15,613.48	14,483.26	15,800.00	1,130.22
5145 · Tools	0.00	625.47	1,833.26	2,000.00	(1,207.79)
5150 · Travel and Meetings	0.00	0.00	1,375.00	1,500.00	(1,375.00)
5155 · Utilities	247.91	3,497.47	3,941.74	4,300.00	(444.27)
5160 · Wages					
5165 · Wages - Overtime	456.00	7,749.00	4,583.26	5,000.00	3,165.74
5160 · Wages - Other	15,539.56	179,840.14	177,356.74	193,480.00	2,483.40
Total 5160 · Wages	15,995.56	187,589.14	181,940.00	198,480.00	5,649.14
5170 · Vacation Accrual Adjustment	0.00	0.00	0.00	6,000.00	0.00
Total Administrative and General	47,842.92	512,102.63	560,609.56	620,270.00	(48,506.93)
Sewage Collection					
6010 · Fuel	379.22	3,193.24	4,583.37	5,000.00	(1,390.13)
6030 · Repairs and Maintenance	0.00	10,575.83	7,333.37	8,000.00	3,242.46
6040 · Supplies	17.26	844.30	1,833.37	2,000.00	(989.07)
6050 · Utilities	303.34	4,189.58	5,683.37	6,200.00	(1,493.79)
6060 · Wages					
6065 · Wages - Overtime Sewer Collecti	51.00	2,583.00	4,583.37	5,000.00	(2,000.37)
6060 · Wages - Other	3,340.23	24,700.52	50,416.63	55,000.00	(25,716.11)
Total 6060 · Wages	3,391.23	27,283.52	55,000.00	60,000.00	(27,716.48)
Total Sewage Collection	4,091.05	46,086.47	74,433.48	81,200.00	(28,347.01)
Sewage Treatment					
6075 · Fuel	379.22	3,193.24	4,583.37	5,000.00	(1,390.13)
6080 · Monitoring	675.00	6,279.30	6,416.63	7,000.00	(137.33)
6085 · Outside Services	0.00	368.82			368.82
6100 · Repairs and Maintenance	0.00	7,610.26	5,500.00	6,000.00	2,110.26
6110 · Supplies	51.37	10,901.72	11,916.63	13,000.00	(1,014.91)
6120 · Utilities	1,060.06	17,575.38	18,333.37	20,000.00	(757.99)
6130 · Wages					
6135 · Wages - Overtime Sewer Treatmen	51.00	51.00	916.63	1,000.00	(865.63)
6130 · Wages - Other	2,617.02	31,217.87	59,583.37	65,000.00	(28,365.50)
Total 6130 · Wages	2,668.02	31,268.87	60,500.00	66,000.00	(29,231.13)
Total Sewage Treatment	4,833.67	77,197.59	107,250.00	117,000.00	(30,052.41)
Water Trans and Distribution					
7075 · Fuel	379.22	3,193.24	4,583.37	5,000.00	(1,390.13)
7090 · Repairs and Maintenance	55.57	43,065.41	32,083.37	35,000.00	10,982.04
7100 · Supplies	17.26	986.07	4,583.37	5,000.00	(3,597.30)
7110 · Utilities	1,573.92	11,874.20	11,458.37	12,500.00	415.83
7120 · Wages					
7125 · Wages - Overtime Water Trans &	459.00	7,291.00	4,125.00	4,500.00	3,166.00
7120 · Wages - Other	5,126.80	66,603.26	44,000.00	48,000.00	22,603.26

GARBERVILLE SANITARY DISTRICT
Combined Revenue & Expense Report for Board
May 2026

	Jul '25 -				
	May 26	May 26	YTD Budget	Annual Budget	YTD Actual vs. Budget
Total 7120 · Wages	5,585.80	73,894.26	48,125.00	52,500.00	25,769.26
Total Water Trans and Distribution	7,611.77	133,013.18	100,833.48	110,000.00	32,179.70
Water Treatment					
7020 · Fuel	379.21	3,193.15	4,583.37	5,000.00	(1,390.22)
7010 · Monitoring	129.00	8,814.24	11,000.00	12,000.00	(2,185.76)
7030 · Repairs and Maintenance	185.50	12,304.33	16,041.63	17,500.00	(3,737.30)
7040 · Supplies	51.35	17,389.98	18,333.37	20,000.00	(943.39)
7050 · Utilities	4,957.89	68,610.18	68,750.00	75,000.00	(139.82)
7060 · Wages					
7065 · Wages - Overtime Water Treatment	1,023.00	13,926.00	6,875.00	7,500.00	7,051.00
7060 · Wages - Other	4,346.64	60,918.68	55,000.00	60,000.00	5,918.68
Total 7060 · Wages	5,369.64	74,844.68	61,875.00	67,500.00	12,969.68
Total Water Treatment	11,072.59	185,156.56	180,583.37	197,000.00	4,573.19
Total Expense	75,452.00	953,556.43	1,023,709.89	1,125,470.00	(70,153.46)
Net Ordinary Income	22,115.60	154,486.77	82,741.40	94,320.00	71,745.37
Other Income/Expense					
Other Income					
Property Tax Revenue					
8010 · Secured	0.00	16,996.52	16,500.00	33,000.00	496.52
8020 · Unsecured	0.00	891.93	800.00	1,600.00	91.93
8025 · Prior Years	0.00	14.01	10.00	20.00	4.01
8030 · Supplemental - Current	0.00	230.08	150.00	300.00	80.08
8035 · Supplemental - Prior Years	0.00	55.81	50.00	100.00	5.81
Total Property Tax Revenue	0.00	18,188.35	17,510.00	35,020.00	678.35
8053 · Water Capital Grant Income	0.00	2,478,793.31	2,442,780.84	2,442,780.84	36,012.47
8060 · Interest Income	0.96	11,447.68	4,500.00	6,000.00	6,947.68
8070 · Other Non-Operating Revenue	0.00	2,319.50	2,750.03	3,000.00	(430.53)
9030 · Homeowners' Tax Relief	0.00	140.98	150.00	300.00	(9.02)
Total Other Income	0.96	2,510,889.82	2,467,690.87	2,487,100.84	43,198.95
Other Expense					
8041 · Emergency Wage Reimbursement	0.00	681.75	1,000.00	1,000.00	(318.25)
9010 · Other Expenses	0.00	950.00	1,833.26	2,000.00	(883.26)
9040 · Depreciation	34,074.17	374,815.87	366,666.74	400,000.00	8,149.13
Total Other Expense	34,074.17	376,447.62	369,500.00	403,000.00	6,947.62
Net Other Income	-34,073.21	2,134,442.20	2,098,190.87	2,084,100.84	36,251.33
Net Income	-11,957.61	2,288,928.97	2,180,932.27	2,178,420.84	107,996.70

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Accrual Basis

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
May 2026

Date	Num	Memo	Amount
101 Netlink			
05/26/2026	13724		-250.00
Total 101 Netlink			-250.00
Adobe			
05/13/2026	DBT		-19.99
05/27/2026	DBT		-12.99
Total Adobe			-32.98
Blue Star Gas			
05/28/2026	13730		-47.87
Total Blue Star Gas			-47.87
Capital Bank & Trust			
05/05/2026	EFT	557880519	-1,107.04
05/05/2026	EFT	025158148	-482.31
05/20/2026	EFT	557880519	-1,085.22
05/20/2026	EFT	025158148	-479.19
Total Capital Bank & Trust			-3,153.76
Cash			
05/14/2026	13722		-29.00
Total Cash			-29.00
Charity Green			
05/13/2026	13713		-226.78
Total Charity Green			-226.78
Clear Rate Communications			
05/21/2026	13723		-669.30
Total Clear Rate Communications			-669.30
EDD			
05/05/2026	EFT	499-0538-3	-15.44
05/05/2026	EFT	499-0538-3	-918.64
05/20/2026	EFT	499-0538-3	-903.69
05/20/2026	EFT	499-0538-3	-6.65
Total EDD			-1,844.42
Elan Financial Services			
05/26/2026	13725		-300.00
Total Elan Financial Services			-300.00

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GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
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Date	Num	Memo	Amount
Emerald Technologies			
05/13/2026	13710		-155.00
Total Emerald Technologies			-155.00
Fluentstream Tech			
05/26/2026	13726		-247.07
Total Fluentstream Tech			-247.07
Frontier Communications			
05/05/2026	13701		-217.51
05/28/2026	13731		-217.51
Total Frontier Communications			-435.02
IRS			
05/05/2026	EFT	68-0296323	-3,990.48
05/20/2026	EFT	68-0296323	-3,871.06
Total IRS			-7,861.54
Jamie Corsetti, CPA, Inc			
05/13/2026	13711		-300.00
Total Jamie Corsetti, CPA, Inc			-300.00
Lori Ruiz			
05/05/2026	13702		-100.00
05/26/2026	13727		-100.00
Total Lori Ruiz			-200.00
Microbac Laboratories Inc.			
05/15/2026	13714		-874.00
Total Microbac Laboratories Inc.			-874.00
NAPA			
05/05/2026	13706		-65.54
Total NAPA			-65.54
Nextbillpay LLC			
05/01/2026	13813		-454.12
05/20/2026			-71.00
Total Nextbillpay LLC			-525.12

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Accrual Basis

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
May 2026

Date	Num	Memo	Amount
Nieto Mary			
05/05/2026	13703		-50.00
Total Nieto Mary			-50.00
PACE Supply			
05/05/2026	13686		-13,252.49
Total PACE Supply			-13,252.49
PayPal			
05/09/2026	DBT		-288.00
Total PayPal			-288.00
Peterson CAT			
05/26/2026	13689		-7,088.26
Total Peterson CAT			-7,088.26
PG&E			
05/19/2026	13688		-7,994.76
Total PG&E			-7,994.76
QuickBooks			
05/12/2026	DBT		-2,228.00
Total QuickBooks			-2,228.00
Ralph Emerson			
05/05/2026	13704		-50.00
Total Ralph Emerson			-50.00
Rays Food Place			
05/26/2026	DBT		-14.78
Total Rays Food Place			-14.78
RENNER			
05/10/2026	DBT		-1,516.87
Total RENNER			-1,516.87
SDRMA			
05/14/2026	13687		-5,671.20
Total SDRMA			-5,671.20

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Accrual Basis

GARBERVILLE SANITARY DISTRICT

Check Register Report for Board

May 2026

Date	Num	Memo	Amount
Sentry III Center			
05/05/2026	13705		-835.00
Total Sentry III Center			-835.00
Starlink			
05/05/2026	DBT		-125.00
Total Starlink			-125.00
State Water Resources Control Board			
05/11/2026	13708		-60.00
05/26/2026	13729		-60.00
Total State Water Resources Control Board			-120.00
Streamline Inc			
05/13/2026	13712		-88.20
Total Streamline Inc			-88.20
The Mitchell Law Firm, LLP			
05/26/2026	13728		-1,402.50
Total The Mitchell Law Firm, LLP			-1,402.50
Umpqua Bank			
05/15/2026	13812		-166.95
Total Umpqua Bank			-166.95
US Cellular			
05/05/2026	13707		-302.56
Total US Cellular			-302.56
Wyatt & Whitchurch, E.A. Inc.			
05/11/2026	13709		-175.00
Total Wyatt & Whitchurch, E.A. Inc.			-175.00
Arreguin, Daniel J			
05/05/2026	13693		-3,413.37
05/20/2026	13715		-3,627.20
Total Arreguin, Daniel J			-7,040.57

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Accrual Basis

GARBERVILLE SANITARY DISTRICT
Check Register Report for Board
May 2026

Date	Num	Memo	Amount
Black, Curren M			
05/05/2026	13694		-356.01
05/20/2026	13716		-263.13
Total Black, Curren M			-619.14
Curnow, Laura B			
05/05/2026	13695		-255.17
Total Curnow, Laura B			-255.17
Emerson, Ralph K			
05/05/2026	13696		-3,302.85
05/20/2026	13717		-3,302.85
Total Emerson, Ralph K			-6,605.70
Miller, Brian A			
05/05/2026	13697		-2,121.57
05/20/2026	13718		-2,035.46
Total Miller, Brian A			-4,157.03
Nieto, Mary M			
05/05/2026	13698		-2,002.60
05/20/2026	13719		-1,855.66
Total Nieto, Mary M			-3,858.26
Benjamin Larkey			
05/31/2026	13793	Deposit Refund (058)	-100.00
Total Benjamin Larkey			-100.00
No name			
05/20/2026			-29.00
Total no name			-29.00
TOTAL			-81,251.84

Sec 14.5 Drought Contingency Plan.

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

This plan will be implemented by Garberville Sanitary District and the public will be made aware of this plan through the media, [Robo Call](#), [Website](#), and customer outreach.

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

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

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

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

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

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



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

CONNICK CREEK WATER USE AGREEMENT

August 12th 2026

You have a water service agreement which was approved in 2010, by the property owners of Connick Creek and Garberville Sanitary District

- 1. GSD provides the water for Connick Creek through a Master Water Meter.**
- 2. The water distribution system including installation or repairs is the responsibility of the property owners.**
- 3. GSD is not allowed to do repairs in Connick Creek, per contract.**
- 4. We read the individual water meters monthly, and customers are billed for water usage.**
- 5. When there is a large water leak, the water will be turned off to Connick Creek because we can't allow the leak to drain all water tanks in the District.**
- 6. When all individual water meters are read and there is a water use overage above the master meter, somebody must pay that overage or water will be turned off because of non-payment.**
- 7. The water overage has been paid by Young Jacobsen in the past. If he no longer wants to pay the overage amount as previously agreed, the water will be shut off.**
- 8. My recommendation is that you meet as your contract says you will, and develop a new agreement which addresses, water distribution system, leaks and who will pay the water overage.**
- 9. The District requires a use application to be filled out at the GSD office, so that the owner and the person paying the service charge, will understand who is responsible for payment.**

LEGAL COUNSEL INTERPRETATION AND RECOMMENDATION

Legal Counsel has been consulted, and they agree that the 2010 contract must be adhered to unless all customers of Connick Creek agree to a new agreement, which will be presented to the Garberville Sanitary District Board for possible approval.

As specified in the agreement, any water overage between customer water meters and the GSD master meter must be paid by Young Jacobsen or water will be disconnected to all customers, with a reconnection fee added to each customer.

Garberville Sanitary District does not care how you address these issues but the water will be turned off if the overage is not paid and leaks are not repaired. The number of gallons monthly that is being stolen, or leaking is concerning to the District.

You are under the same billing and enforcement ordinance as the rest of GSD customers, so I have attached the time line for payment and the shut-off process ordinance.

GSD will meet with you to find a solution to these matters but this is your responsibility and property, and GSD has no authority to produce a new contract with an area outside of District boundaries.

Please contact me or our office, if you require assistance.

Ralph Emerson



General Manager

Garberville Sanitary District

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 in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. “Committee” means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. “Coverage Documents” means, 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. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. “Program Participation Agreement” means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. 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
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. 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.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMs that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **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.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. 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.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. 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: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

ENTITY Name

RESOLUTION NO. 26-008

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. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. 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 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 25TH day of AUGUST, 2026 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

CHAIRPERSON

Board Secretary

5.0 PAY AND BENEFITS

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

5.1 Categories of Employment

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

5.1.1(a) Upon a positive evaluation, the employee may be offered a full-time position with the District.

5.1.2 Regular full-time employees (General Manager, **Chief /** Chief **Plant** Operator, Water/Wastewater Operator, and Account Clerk/Administrative Assistant) work 30 or more hours each week and are eligible to receive the GSD employee benefits package after completion of the 6-month introductory period.

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

The General Manager or designee may **limit a part-time position to less than 30 hours per week. If hours are to be allow** more than 30 hours per week **as needed. on a long term basis, the General Manager or designee will determine if the additional hours were needed and inform the governing Board.** Permanent part-time employees are entitled to limited benefits as described below.

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

5.2 Pay 5.2.1 Wages and salaries shall be determined by the General Manager or designee. The Board of Directors will determine the salary of the General Manager.

5.2.2 Time Cards

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

5.2.3 Paydays

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

5.2.4 Pay Advances: There will no pay advances given on work performed. All vacation hours accrued at end of **December November** will be paid above 240 **hours** and must first be approved by the General Manager or designee.

5.2.5 Overtime

The District will pay overtime in accordance with California State Law. The General Manager is exempt from this law, **and will not be eligible for overtime pay**. All overtime must be approved in advance by the General Manager or designee. Hourly employees will be paid at a rate of time and one-half for hours worked over 8 in a day and/or 40 in a week. Hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay. Only actual hours worked count towards computing weekly overtime

5.2.5(a) Approved Overtime

Overtime will not be approved for shut-off notices, meter reading, water shut-offs or starting repairs or investigations which are not approved by the General Manager or determined to be an "EMERGENCY", or continuation of a priority project which cannot wait until a regular work day.

5.2.5(b) Overtime Pay

No paycheck will be issued for non-approved overtime, but if non-approved overtime is on the employee time card, it will be included as straight time and part of an 8 hour work day. The General Manager and Administrative Assistant must approve all time cards for payment.

5.2.6 On-Call Time

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

- a. On-Call Work Week The on-call work week begins at 7:00AM Tuesday morning and ends at 6:59AM on Tuesday morning of the following week. These hours and days can be modified by Senior Operator, General Manager or designee.
- b. On-Call Compensation: Compensation for being on-call is \$35/day or \$245/week

5.2.7 Call-Out Time

"Call-Out" means an employee may be called to respond to emergencies on their scheduled time off. The District will pay a minimum of **(1) 2** hour pay, at the employees rate of pay, if they are called out. This will be in addition to daily or "On-Call" compensation.

5.2.7a Call-Out Compensation: (Comp Time)

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

5.2.8 Compensatory Time

time **will only must** be approved by the General Manager or designee and only for specific incidents. Employees that are called to work during vacations, holidays, emergencies, or when other staff are not available to complete necessary work, shall get paid at a rate of time and one-half for hours worked. Comp time can be banked if approved by General Manager or designee.

ARTICLE 9 - BILLING

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

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

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

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

Sec 9.5 Payment of Bills. Bills are due and payable by 4:30 P.M. on the 25th 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) **60** **30** days past due - 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) (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 \$35 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" The GSD Ordinance, with past due procedures.
2. The owner of premises must sign request for service application as responsible party **for every change of occupancy** or service will be denied. **(Application in Office)**
3. **Contact Owner of property or building of payments that are past due Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owners responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full.**
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 premises, 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.

Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owner's responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full.

RESOLUTION 26-007

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT AUTHORIZING A CHANGE TO THE BILLING AND COLLECTION ORDINANCE ARTICLE 9 TO DEFINE THE PROCESS BETWEEN DISTRICT, TENANT, AND OWNER OF PROPERTY

A. WHEREAS, the Board of Directors of the Garberville Sanitary District, has determined that Sec 9 Billing, needs to be updated to comply with current customer conditions, requirements, and responsibilities.

B. WHEREAS, Customers/owners must adhere to this Ordinance or be subject to all legal options available for collection of the service charges.

C. WHEREAS, The Customer is responsible for all service charges but the owner of property assumes responsibility when the tenant/renter falls delinquent in paying those service charges.

D. WHEREAS, When Service charges become delinquent, the District will follow Section 9.5 (Payment of Bills) Ordinance, to collect the past due amount, while pursuing every possible legal action.

Sec 9.5 Payment of Bills. Bills are due and payable by 4:30 P.M. on the 25th 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) 30 days past due – 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) (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.

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- 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.
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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" The GSD Ordinance, with past due procedures.
2. The owner of premise must sign request for service application as responsible party for every change of occupancy or service will be denied. (Application in Office)

3. Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owners responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full
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.
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Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owners responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full.

**NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF DIRECTORS OF THE
GARBERVILLE SANITARY DISTRICT DOES HEREBY APPROVE RESOLUTION 26-007, APPROVING
CHANGES TO THE BILLING AND COLLECTION ORDINANCE GENERAL USE REGULATIONS SEC. 9**

**PASSED, APPROVED AND ADOPTED THIS 25th DAY OF AUGUST 2026, BY THE FOLLOWING
ROLL CALL VOTE**

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Doug Bryan—Board Chairperson

ATTEST:

Ralph Emerson, Board Secretary