

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS**

**AGENDA
REGULAR BUSINESS MEETING**

Location: Garberville Sanitary District Office
919 Redwood Dr. Garberville, CA
Date: April 28, 2015
Time: 5:00 P.M
Posted: April 25, 2015

I. CALL TO ORDER

II. ROLL CALL

- ___ Rio Anderson, Chairperson
- ___ Doug Bryan, Vice-Chairperson
- ___ Linda Brodersen, Treasurer
- ___ Bill Stewart, Director
- ___ Vacant

III. BOARD MEMBER, COMMITTEE & GM REPORT

1 Directors' Report

- A. Rio Anderson
- B. Doug Bryan
- C. Linda Brodersen
- D. Bill Stewart

2. General Manager's Report

IV. PUBLIC COMMENT

An opportunity for any member of the public to address the Board of Directors on any matter not on the Agenda, but which is within the jurisdiction of the Board. The Board may limit time allowed for each speaker. The public will also be allowed to speak concurrently with the calling of an agenda item following the staff presentation of that item.

Pursuant to the Brown Act, the District Board may discuss an item but may not take action on an item that does not appear on the Agenda.

V. ANOUNCEMENTS AND COMMUNICATIONS

1. None

VI. CONSENT AGENDA

These matters are routine in nature and will be approved by a single vote. Prior to the meeting, any member of the public may request any member of the Board to pull a particular item for further discussion. Any member of the Board may pull a particular item for discussion. The intent of the consent agenda is to acknowledge that the Board members have read the consent agenda reports and no further discussion is necessary. The consent agenda will be enacted by one motion.

1. Approval of the March 2015 Regular Business Meeting Minutes
2. Approval of the April 15, 2015 Study Session Minutes
3. Approval of the March 2015 Financials
4. Plant, Systems and Safety Report

Motion to Approve Consent Agenda

IX. ACTION and/or DISCUSSION ITEMS

1. Drinking Water Project / No Action Required

Verbal Report from GM

2. Alderpoint Road Tank Project / No Action Required

Update - No Action Required

3. Budget Review / No Action Required

First Draft - No Action Required

4. Drought Planning / Discussion / Possible Action

Possible Changes to Drought Contingency Plan (DCP)
Discussion / Possible Action

5. Mission and Vision Statement / Possible Action Required

Adopt Updated Mission and Vision Statement
Action Requested

6. Procurement Policy / Action Required

Adopt Resolution 2015-002 to Adopt Procurement Policy
establishing a procedure for the purchasing of goods and services.

7. Approve Consulting Contract with Dennis Ryan / Possible Action

Review Contract / Possible Action

8. Declare Project Inspector's Phone as Surplus Equipment / Action

Adopt Resolution No. 15-005
Declare Project Inspector's Phone as Surplus Equipment

X. ITEMS FOR NEXT BOARD MEETING

XI. ADJOURNMENT OF MEETING

Next Board Meeting May 26, 2015 at 5:00 pm

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Garberville Sanitary District at (707) 923-9566. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102 - 35.104 ADA Title II).

Garberville Sanitary District

PO Box 211

Garberville, CA. 95542

(707)923-9566

remerson@garbervillesd.org

GENERAL MANAGER REPORT

Date: April 28, 2015

I first want to thank the Board and staff for their participation in the study session at Calicos because it was very productive discussing vision and goals in a relaxed atmosphere. I also want to thank Peter Connelly for allowing us to use his restaurant for the study session.

I have met with different representatives of RCSD in an effort to extend the hand of friendship and express willingness to assist when needed and feel it is in the best interest of both Districts to have a comfortable and trusting relationship which I will continue to pursue. I gave Michael McKaskle a tour of the SWTP and he discussed his involvement with a group that is monitoring the varieties of algae in the Eel river along with the characteristics of the Blue/Green algae and its lifespan. They will be installing monitoring receivers throughout the river to provide data for this research.

The annexation process is proceeding but we are waiting for the County to complete the mapping and recording process at which time we will present the final results to the Board.

We have begun the preliminary work to identify all infrastructure needs within GSD boundaries and are in the preparatory stages of developing a Capital Improvements Plan (CIP) along with a Strategic Plan (SP) which will serve as the road map for GSD now and in the future.

The Operations staff and I met with the Fire Department on April 21 to test fire equipment and the capability of the SWTP to produce enough water for fire flow demands. We learned a few things from this test and the most important was that we cannot exceed 350/gpm. We also learned that when the fire department drafts more than 350 gpm, they begin sucking water out of system rather than accepting the water which leaves the fire hydrant.

Staff has been collecting current and historical data for the wastewater treatment plant so we can present you a better understanding of wastewater trends and characteristics. We were not ready for this meeting because of time spent on the water/sewer replacement project on Melville and Redwood highway. We will be prepared to have this on the agenda next month.

Respectfully Submitted:

Ralph Emerson

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS**

REGULAR BUSINESS MEETING MINUTES

Location: Garberville Sanitary District Office
919 Redwood Dr. Garberville, CA
Date: March 31, 2015
Time: Close Session 5:00 P.M
Regular Session 6:00 P. M.

I. CALL TO ORDER

Chair Anderson called the meeting to order at 5:17 pm

II. ROLL CALL

Board Members: Rio Anderson, Chairperson, Doug Bryan, Vice-Chairperson, Linda Brodersen, Treasurer, and Bill Stewart, Director
Staff: Ralph Emerson, Tina Stillwell, Ron Copenhafer, Dan Arreguin, Brian Miller, Tiffane Baptist-Chavez, Rick Ruiz, Jennie Short, and Dennis Ryan.
Public: Kristin Vogel
Media: Sandy Feretto

III. PUBLIC COMMENT ON CLOSED SESSION ITEM

No comments

IV. CLOSED SESSION

With respect to every item of business to be discussed in closed session pursuant to Section 54957:

General Manager Evaluation

REPORT OUT OF CLOSED SESSION

Report out at 6:10 pm - No Action

V. BOARD MEMBER, COMMITTEE & GM REPORT

1 Directors' Report

- A. Rio Anderson-**No**
- B. Doug Bryan-**No**
- C. Linda Brodersen-**Reported financial committee met on March 16th**
- D. Bill Stewart

2. General Manager's Report

Emerson reported continued work on the budget, also he introduced the new employees, Tiffane Baptist, Brian Miller, and Rick Ruiz. He reported he continues to reach out to RCSD in an effort to share costs on equipment etc.

VI. PUBLIC COMMENT

Kristin Vogel asked if the wastewater was certified in November 2014 Vogel requested the functioning of the wastewater plant to be an item on the next agenda.

VII. ANOUNCEMENTS AND COMMUNICATIONS

1. None

VIII. CONSENT AGENDA

These matters are routine in nature and will be approved by a single vote. Prior to the meeting, any member of the public may request any member of the Board to pull a particular item for further discussion. Any member of the Board may pull a particular item for discussion. The intent of the consent agenda is to acknowledge that the Board members have read the consent agenda reports and no further discussion is necessary. The consent agenda will be enacted by one motion.

1. Approval of the February 2015 Regular Business Meeting Minutes
2. Approval of the February 2015 Financials
3. Plant, Systems and Safety Report

Director Stewart made a motion to approve the consent agenda.
Director Broderson seconded the motion. The motion was passed by unanimous vote.

IX. ACTION and/or DISCUSSION ITEMS

1. Introduction of new employees / No Action Needed

Tiffane Baptist-Chavez part time office assistant - backup for full time person days off, vacation, sick, special projects, and research.
Brian Miller full time operator
Rick Ruiz part time operations - meter reading and maintenance
Chair Anderson welcomed the new employees to GSD

2. Eel River Restoration Project (ERRP): Cyanobacteria toxins in water sources - Direction

Would GSD like to support ERRP in studying the potential of toxins penetrating the treatment process?

Presented by Michael Mckaskle

Michael Mckaskle - No show for presentation. Emerson explained this is a blue green algae study

3. Drinking Water Project / No Action Needed

Jennie Short gave a slide show presentation on the DWTP.

Short gave a financial report on the project, explaining the yearly loan payment amount of \$45982.00 for the next thirty years. Total out of pocket was \$102,000.00.

Short said that RCAC is paid as well as Wahlund except for \$17,000 which is being held. She said there are two claims to the state that are unpaid and it looks like we will be depositing approximately \$500,000 into the district checking account. This deposit will come in about the time we start paying for the Alderpoint Road Tank Project.

Short gave a cash on hand report, so the board would have a number to think about while discussing the Alderpoint Road Tank Project.

4. General Manager Evaluation

Chair Anderson reported a positive evaluation the board agree to follow thru with the original contract and increase the GM's monthly salary by \$500.00 effective April 1, 2015

Broderson made a motion to increase Emerson's monthly salary by \$500.00. Stewart seconded the motion. The motion was carried by unanimous vote.

5. Alderpoint Road Tank Project / Action

Short gave a financial description of the project and explained the items for the board's consideration.

Broderson made a motion to

1. Award the construction contract to Canyon Springs Enterprises dba RSH Construction in the amount of \$457,575.00 and direct staff to issue the Notice of Award
2. Authorize the General Manager to execute the contract on behalf of the Board with RSH Construction once the necessary documents have been provided by the Contractor
3. Approve the amendment to LACO's contract for construction services for \$20,000.00 and authorize the General Manager to execute the amendment
4. Increase the 2014-15 fiscal year budget for this project by \$218,800, this includes the \$22,800.00 overrun on the temporary tank cost

Director Stewart seconded the motion. The motion was passed by unanimous vote.

6. Annexation / No Action Needed

Short reported the one thing left to do is to get the legal descriptions recorded with the county.

7. Drought Planning / Discussion / Possible Action

Stillwell reported the newly proposed regulations for non-urban water suppliers:

Limit the use of drinkable water for landscaping to two days a week, or implement measures that reduce the amount of water consumed to 80 percent of 2013 levels.

Emerson reported that staff was working on a conservation pamphlet for the customers. Emerson reviewed the Governor's regulations and also referred to the states study on the marijuana growing and how it effects the water.

X. ITEMS FOR NEXT BOARD MEETING

Wastewater Water Plant
Alderpoint Road Tank
Drought Committee
Eel River Restoration Project

XI. ADJOURNMENT OF MEETING

Chair Anderson adjourned meeting at 7:40 pm

Next Board Meeting April 28, 2015 at 5:00 pm

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS**

**Board Study Session
Minutes**

Location: Calicos Restaurant
808 Redwood Dr. Garberville, CA 95542
Date: April 15, 2015
Time: 3:00 p. m.

Roll Call: Rio Anderson, Doug Bryan, Linda Brodersen
Ralph Emerson, Ron Copenhafer, Tina Stillwell
Sandy Ferreto

I. PUBLIC COMMENT

No Comment

II. DISCUSSION ONLY ITEMS

1. Mission Statement
2. Vision Statement
3. Drought Contingency Plan - High Water Usage
4. Budget Assumptions
5. Update Board Policy
6. Update District Ordinances

The group discussed the topics above.
No actions was taken at the study session

III. ADJOURNMENT OF STUDY SESSION

<p>In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Garberville Sanitary District at (707) 923-9566. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102 - 35.104 ADA Title II).</p>
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Garberville Sanitary District
Register QuickReport
March 2015

			Date	Num	Memo	Amount
1	101 Netlink					
2			03/16/2015	7361	internet	-200.00
3	Total 101 Netlink					-200.00
4	ArcSine Engineering					
5			03/17/2015	7383		-20,712.77
6	Total ArcSine Engineering					-20,712.77
7	Benbow Inn					
8			03/02/2015	3/2mtg	GM met with Schwartz	-41.40
9			03/02/2015	3/2debit	GM met with Schwartz	-12.68
10	Total Benbow Inn					-54.08
11	Blue Star Gas					
12			03/16/2015	7362	office	-9.50
13			03/17/2015	7386	office	-9.50
14	Total Blue Star Gas					-19.00
15	C & K Market Inc.					
16			03/31/2015	3/31BdMtg	March 31, 2015 board meeting	-10.57
17	Total C & K Market Inc.					-10.57
18	Capital Bank & Trust					
19			03/09/2015	45026	557880519	-748.24
20			03/09/2015	72126	025158148	-172.31
21			03/23/2015	32220	557880519	-763.45
22			03/24/2015	12220	025158148	-184.99
23	Total Capital Bank & Trust					-1,868.99
24	Cash					
25			03/17/2015	7382	VOID: void	0.00
26			03/19/2015	7356	VOID: void	0.00
27	Total Cash					0.00
28	CITRIX					
29			03/17/2015	3/17gotomtg	go to mtg	-98.00
30	Total CITRIX					-98.00
31	CSDA					
32			03/25/2015	3/25CSDAtrg	Board Secretary Workshop	-525.00
33	Total CSDA					-525.00
34	CUMMINGS WEST					
35			03/16/2015	7363		-1,755.78
36	Total CUMMINGS WEST					-1,755.78
37	Dennis Ryan					
38			03/05/2015	7364	DWTP - 2/16/15 - 2/28/15 mileage	-28.00
39			03/20/2015	7401	3/1-3/15 mileage	-32.48
40	Total Dennis Ryan					-60.48

Garberville Sanitary District
Register QuickReport
March 2015

			Date	Num	Memo	Amount
41 EDD						
42			03/09/2015	25056	499-0538-3	-56.03
43			03/09/2015	24056	499-0538-3	-411.65
44			03/24/2015	80056	499-0538-3	-99.28
45			03/24/2015	81056	499-0538-3	-544.34
46 Total EDD						-1,111.30
47 Eel River Disposal & Resource Recovery						
48			03/16/2015	7365		-36.20
49 Total Eel River Disposal & Resource Recovery						-36.20
50 G.R. Wilcox Enterprises, Inc						
51			03/16/2015	7366	Waste Water parking area rocked and leveled	-5,500.00
52 Total G.R. Wilcox Enterprises, Inc						-5,500.00
53 IRS						
54			03/09/2015	53490	68-0296323	-2,508.50
55			03/24/2015	67089	68-0296323	-3,357.06
56 Total IRS						-5,865.56
57 Jamie Corsetti, CPA						
58			03/16/2015	7367	monthly accounting	-386.34
59 Total Jamie Corsetti, CPA						-386.34
60 LACO						
61			03/16/2015	7368	Alderpoint Rd Tank Project	-4,692.58
62 Total LACO						-4,692.58
63 Megan Swaffar						
64			03/12/2015	7358	Leased Area at Water Tank	-600.00
65 Total Megan Swaffar						-600.00
66 Michael Dunphy						
67			03/20/2015	7393	check plants and stations	-300.00
68 Total Michael Dunphy						-300.00
69 Mitchell, Brisso, Delaney & Vrieze						
70			03/16/2015	7369		-651.00
71 Total Mitchell, Brisso, Delaney & Vrieze						-651.00
72 NAPA						
73			03/16/2015	7370	Battery for crane truck	-140.60
74 Total NAPA						-140.60
75 National Meter & Automation						
76			03/16/2015	7371	Meters for winters apartments and stock	-2,789.22
77 Total National Meter & Automation						-2,789.22
78 North Coast Laboratories Ltd.						

Garberville Sanitary District
Register QuickReport
March 2015

			Date	Num	Memo	Amount
79			03/17/2015	7387		-565.00
80	Total North Coast Laboratories Ltd.					-565.00
81	North West Tree Service					
82			03/17/2015	7388	VOID: SWTP Area Tree Removal	0.00
83			03/19/2015	7392	SWTP Area Tree Removal	-1,150.00
84	Total North West Tree Service					-1,150.00
85	PG&E					
86			03/16/2015	7372	VOID:	0.00
87			03/17/2015	7385		-4,053.37
88	Total PG&E					-4,053.37
89	Pitney Bowes Purchase Power					
90			03/03/2015	3/3debit	postage	-208.99
91	Total Pitney Bowes Purchase Power					-208.99
92	Ralph Emerson					
93			03/16/2015	7373	reimbursing a portion of Ralphs phone bill	-50.00
94	Total Ralph Emerson					-50.00
95	Recology Humboldt County					
96			03/16/2015	7374	trash	-17.07
97	Total Recology Humboldt County					-17.07
98	Redway True Value					
99			03/17/2015	7389	DRWY Crack Sealer	-11.06
100	Total Redway True Value					-11.06
101	Redwood Merchant Services					
102			03/02/2015	3/2debit	2/15 bank card processing fee	-34.14
103			03/31/2015	3/15bkcdfee	3/15 bank card fees	-61.04
104	Total Redwood Merchant Services					-95.18
105	RENNER					
106			03/12/2015	3/12debit		-1,297.56
107	Total RENNER					-1,297.56
108	Roto-Rooter					
109			03/16/2015	7375	Chevron Station Hydro line for blockage- district pr	-789.00
110	Total Roto-Rooter					-789.00
111	Rural Community Assistance Program					
112			03/02/2015	3/2debit	DWTP - interest for Feburary 2015	-1,057.89
113			03/09/2015	7357	DWTP - Loan#0789-GSD-01	-247,298.60
114	Total Rural Community Assistance Program					-248,356.49
115	SDRMA					
116			03/16/2015	7359	6840	-4,194.00
117			03/16/2015	7376	medical insurance	-3,372.12

Garberville Sanitary District
Register QuickReport
March 2015

			Date	Num	Memo	Amount
118	Total SDRMA					-7,566.12
119	Sentry III Center					
120			03/16/2015	7377	rent	-800.00
121	Total Sentry III Center					-800.00
122	Staples					
123			03/17/2015	7390	DWTP storage supplies	-232.76
124	Total Staples					-232.76
125	Umpqua Bank					
126			03/20/2015	3/20debit	2/15 TM Fees	-58.74
127	Total Umpqua Bank					-58.74
128	US Cellular					
129			03/16/2015	7378		-391.49
130	Total US Cellular					-391.49
131	USABLUBOOK					
132			03/16/2015	7379		-751.80
133	Total USABLUBOOK					-751.80
134	VERIZON					
135			03/16/2015	7380		-573.57
136			03/17/2015	7391	SWTP Phone	-61.74
137	Total VERIZON					-635.31
138	Wahlund Construction, Inc.					
139			03/16/2015	7360		-251,633.76
140			03/17/2015	7384	DWTP PPE # 18	-23,614.54
141	Total Wahlund Construction, Inc.					-275,248.30
142	Wells Fargo					
143			03/16/2015	7381	Copier lease	-90.30
144	Total Wells Fargo					-90.30
145	Woodrose Cafe LLC					
146			03/16/2015	3/16Bus	Business Lunch with Jennie	-38.07
147	Total Woodrose Cafe LLC					-38.07
148	Arreguin, Daniel J					
149			03/05/2015	7349		-1,366.68
150			03/20/2015	7394		-1,742.50
151	Total Arreguin, Daniel J					-3,109.18
152	Baptist-Chavez, Tiffane T					
153			03/05/2015	7350		-401.23
154			03/20/2015	7395		-805.91
155	Total Baptist-Chavez, Tiffane T					-1,207.14

Garberville Sanitary District
Register QuickReport
 March 2015

			Date	Num	Memo	Amount
156	Copenhafer, Ronald					
157			03/05/2015	7351		-1,393.49
158			03/20/2015	7396		-1,313.47
159	Total Copenhafer, Ronald					-2,706.96
160	Emerson, Ralph K					
161			03/05/2015	7352		-2,058.67
162			03/20/2015	7397		-2,058.67
163	Total Emerson, Ralph K					-4,117.34
164	Miller, Brian A					
165			03/20/2015	7398		-584.44
166	Total Miller, Brian A					-584.44
167	Ruiz, Ricardo					
168			03/05/2015	7353		-421.24
169	Total Ruiz, Ricardo					-421.24
170	Ryan, Dennis M					
171			03/05/2015	7354		-1,231.61
172			03/20/2015	7399		-2,595.29
173	Total Ryan, Dennis M					-3,826.90
174	Stillwell, Christina					
175			03/05/2015	7355		-955.31
176			03/20/2015	7400		-993.51
177	Total Stillwell, Christina					-1,948.82
178	TOTAL					-607,706.10

Garberville Sanitary District
Statement of Profit and Loss
For the One and Nine Months Ended March 31, 2015

		Total Water		Total Sewer	
		Mar 15	Jul '14 - Mar 15	Mar 15	Jul '14 - Mar 15
1	Ordinary Revenue/Expense				
2	Revenue				
3	Water Charges				
4		20,032.40	209,980.26	0.00	0.00
5		16,380.90	160,199.77	0.00	0.00
6	Total Water Charges	36,413.30	370,180.03	0.00	0.00
7	4200 · Sewer Charges	0.00	0.00	28,987.62	274,242.74
8	4300 · Connection Fees	0.00	15,000.00	0.00	20,200.00
9	4650 · Late Charges	0.00	2,315.00	0.00	2,315.00
10	4700 · Other Operating Revenue	257.50	366.00	257.50	297.50
11	Total Income	36,670.80	387,861.03	29,245.12	297,055.24
12	Gross Revenue	36,670.80	387,861.03	29,245.12	297,055.24
13	Expense				
14	Administrative and General				
15	5000 · Advertising	0.00	390.66	0.00	390.64
16	5005 · Bad Debts	0.00	2,234.58	0.00	3,048.24
17	5010 · Bank Charges				
18	5012 · Merchant Account Fees	30.52	343.42	30.52	343.38
19	5010 · Bank Charges - Other	(5.00)	162.56	(5.00)	162.52
20	Total 5010 · Bank Charges	25.52	505.98	25.52	505.90
21	5020 · Directors Fees	0.00	350.00	0.00	350.00
22	5030 · Dues and Memberships	0.00	1,271.22	0.00	1,115.22
23	5035 · Education and Training	262.50	960.31	262.50	885.30
24	Insurance				
25	5040 · Liability	442.73	3,984.57	442.72	3,984.48
26	5050 · Workers' Comp	1,060.83	8,581.57	881.41	7,504.44
27	5055 · Health				
28	5037 · Employee Benefits	0.00	982.37	0.00	592.39
29	5055.1 · Employee Portion	(388.63)	(2,717.38)	(378.53)	(2,621.48)
30	5055 · Health - Other	1,686.06	11,823.84	1,686.06	11,823.84
31	Total 5055 · Health	1,297.43	10,088.83	1,307.53	9,794.75
32	Total Insurance	2,800.99	22,654.97	2,631.66	21,283.67
33	5060 · Licenses, Permits, and Fees	210.00	2,862.64	1,476.34	13,592.36
34	5065 · Auto	7.69	422.55	6.17	421.01

Garberville Sanitary District
Statement of Profit and Loss
For the One and Nine Months Ended March 31, 2015

		Total Water		Total Sewer	
		Mar 15	Jul '14 - Mar 15	Mar 15	Jul '14 - Mar 15
35	5070 · Miscellaneous	0.00	286.59	0.00	0.00
36	5080 · Office Expense	90.01	1,895.84	90.00	1,683.53
37	5085 · Outside Services	1,552.45	3,944.32	398.82	2,428.24
38	5090 · Payroll Taxes	843.16	7,520.83	680.08	5,766.50
39	5100 · Postage	0.00	771.33	0.00	771.28
40	5110 · Professional Fees	191.50	9,804.74	181.50	10,826.21
41	5120 · Property Taxes	0.00	12.00	0.00	0.00
42	5130 · Rents	1,000.00	4,200.00	400.00	3,600.00
43	5135 · Retirement	191.42	1,800.12	163.36	1,350.63
44	5137 · Supplies	0.00	180.68	0.00	180.67
45	5140 · Telephone	202.40	2,463.98	202.40	2,463.95
46	5145 · Tools	0.00	2,203.50	0.00	1,091.18
47	5150 · Travel and Meetings	24.33	238.67	24.31	199.66
48	5155 · Utilities	50.67	711.98	50.66	711.94
49	5160 · Wages				
50	5165 · Wages - Overtime	0.00	23.29	0.00	31.05
51	5160 · Wages - Other	4,107.82	32,718.62	3,981.84	29,500.98
52	Total 5160 · Wages	4,107.82	32,741.91	3,981.84	29,532.03
53	Total Administrative and General	11,560.46	100,429.40	10,575.16	102,198.16
54	Sewage Collection				
55	6010 · Fuel	0.00	0.00	198.36	2,198.10
56	6030 · Repairs and Maintenance	0.00	0.00	802.21	12,343.72
57	6040 · Supplies	0.00	0.00	156.15	948.89
58	6050 · Utilities	0.00	0.00	487.44	3,846.33
59	6060 · Wages				
60	6065 · Wages - Overtime Sewer	0.00	0.00	81.00	1,023.99
61	6060 · Wages - Other	0.00	0.00	1,467.00	9,312.30
62	Total 6060 · Wages	0.00	0.00	1,548.00	10,336.29
63	Total Sewage Collection	0.00	0.00	3,192.16	29,673.33
64	Sewage Treatment				
65	6075 · Fuel	0.00	0.00	198.36	1,359.60
66	6080 · Monitoring	0.00	0.00	485.00	4,466.37
67	6100 · Repairs and Maintenance	0.00	0.00	224.59	7,270.72
68	6110 · Supplies	0.00	0.00	167.66	5,619.40
69	6120 · Utilities	0.00	0.00	756.70	6,972.90

Garberville Sanitary District
Statement of Profit and Loss
For the One and Nine Months Ended March 31, 2015

		Total Water		Total Sewer	
		Mar 15	Jul '14 - Mar 15	Mar 15	Jul '14 - Mar 15
70	6130 · Wages				
71	6135 · Wages - Overtime Sewer	0.00	0.00	252.00	2,574.17
72	6130 · Wages - Other	0.00	0.00	2,333.00	22,575.99
73	Total 6130 · Wages	0.00	0.00	2,585.00	25,150.16
74	Total Sewage Treatment	0.00	0.00	4,417.31	50,839.15
75	Water Trans and Distribution				
76	7075 · Fuel	203.96	1,365.22	0.00	0.00
77	7090 · Repairs and Maintenance	56.21	14,043.30	0.00	0.00
78	7100 · Supplies	1,191.27	9,335.02	0.00	0.00
79	7110 · Utilities	653.90	7,946.81	0.00	0.00
80	7120 · Wages				
81	7125 · Wages - Overtime Water	27.00	2,875.76	0.00	0.00
82	7120 · Wages - Other	1,697.00	15,060.73	0.00	0.00
83	Total 7120 · Wages	1,724.00	17,936.49	0.00	0.00
84	Total Water Trans and Distribution	3,829.34	50,626.84	0.00	0.00
85	Water Treatment				
86	7020 · Fuel	198.38	2,663.47	0.00	0.00
87	7010 · Monitoring	65.00	1,899.26	0.00	0.00
88	7030 · Repairs and Maintenance	53.88	2,137.95	0.00	0.00
89	7040 · Supplies	2,777.04	13,556.16	0.00	0.00
90	7050 · Utilities	2,309.18	27,543.07	0.00	0.00
91	7060 · Wages				
92	7065 · Wages - Overtime Water	279.00	3,069.45	0.00	0.00
93	7060 · Wages - Other	3,656.00	27,797.78	0.00	0.00
94	Total 7060 · Wages	3,935.00	30,867.23	0.00	0.00
95	Total Water Treatment	9,338.48	78,667.14	0.00	0.00
96	Total Expense	24,728.28	229,723.38	18,184.63	182,710.64
97	Net Ordinary Revenue	11,942.52	158,137.65	11,060.49	114,344.60
98	Other Income/Expense				
99	Other Income				
101	8060 · Interest Income	17.05	125.23	17.46	124.56
102	8070 · Other Non-Operating Revenue	0.00	0.00	350.00	350.00
103	Total Other Income	17.05	125.23	367.46	474.56

Garberville Sanitary District
Statement of Profit and Loss
For the One and Nine Months Ended March 31, 2015

		Total Water		Total Sewer	
		Mar 15	Jul '14 - Mar 15	Mar 15	Jul '14 - Mar 15
104	Other Expense				
105	9040 · Depreciation	4,384.00	39,456.00	12,383.00	111,447.00
106	9050 · Interest Expense	4.14	1,820.49	3.15	5,294.39
107	Total Other Expense	4,388.14	41,276.49	12,386.15	116,741.39
108	Net Other Income	(4,371.09)	(41,151.26)	(12,018.69)	(116,266.83)
109	Net Revenue	7,571.43	116,986.39	(958.20)	(1,922.23)

Garberville Sanitary District Profit & Loss Prev Year Comparison - Sewer July 2014 through March 2015

		Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change	% Change
1	Ordinary Revenue/Expense				
2	Income				
3	4200 · Sewer Charges	274,242.74	274,692.24	(449.50)	(0.16%)
4	4300 · Connection Fees	20,200.00	137.50	20,062.50	14,590.91%
5	4650 · Late Charges	2,315.00	2,460.06	(145.06)	(5.9%)
6	4700 · Other Operating Revenue	297.50	10.00	287.50	2,875.0%
7	Total Revenue	297,055.24	277,299.80	19,755.44	7.12%
8	Gross Revenue	297,055.24	277,299.80	19,755.44	7.12%
9	Expense				
10	Administrative and General				
11	5000 · Advertising	390.64	107.50	283.14	263.39%
12	5005 · Bad Debts	3,048.24	0.00	3,048.24	100.0%
13	5010 · Bank Charges				
14	5012 · Merchant Account Fees	343.38	253.97	89.41	35.21%
15	5010 · Bank Charges - Other	162.52	691.39	(528.87)	(76.49%)
16	Total 5010 · Bank Charges	505.90	945.36	(439.46)	(46.49%)
17	5020 · Directors Fees	350.00	787.50	(437.50)	(55.56%)
18	5030 · Dues and Memberships	1,115.22	750.47	364.75	48.6%
19	5035 · Education and Training	885.30	133.90	751.40	561.17%
20	Insurance				
21	5040 · Liability	3,984.48	3,862.00	122.48	3.17%
22	5050 · Workers' Comp	7,504.44	1,677.48	5,826.96	347.36%
23	5055 · Health				
24	5037 · Employee Benefits	592.39	0.00	592.39	100.0%
25	5055.1 · Employee Portion	(2,621.48)	(3,059.32)	437.84	14.31%
26	5055 · Health - Other	11,823.84	12,018.33	(194.49)	(1.62%)
27	Total 5055 · Health	9,794.75	8,959.01	835.74	9.33%
28	Total Insurance	21,283.67	14,498.49	6,785.18	46.8%
29	5060 · Licenses, Permits, and Fees	13,592.36	12,088.09	1,504.27	12.44%
30	5065 · Auto	421.01	1,343.15	(922.14)	(68.66%)
31	5080 · Office Expense	1,683.53	1,065.54	617.99	58.0%
32	5085 · Outside Services	2,428.24	2,670.94	(242.70)	(9.09%)
33	5090 · Payroll Taxes	5,766.50	6,352.30	(585.80)	(9.22%)
34	5100 · Postage	771.28	822.76	(51.48)	(6.26%)
35	5110 · Professional Fees	10,826.21	8,187.11	2,639.10	32.24%
36	5125 · Repairs and Maintenance	0.00	122.25	(122.25)	(100.0%)
37	5130 · Rents	3,600.00	3,600.00	0.00	0.0%
38	5135 · Retirement	1,350.63	1,776.82	(426.19)	(23.99%)
39	5137 · Supplies	180.67	189.59	(8.92)	(4.71%)
40	5140 · Telephone	2,463.95	2,150.58	313.37	14.57%
41	5145 · Tools	1,091.18	0.00	1,091.18	100.0%
42	5150 · Travel and Meetings	199.66	411.75	(212.09)	(51.51%)
43	5155 · Utilities	711.94	661.69	50.25	7.59%
44	5160 · Wages				
45	5165 · Wages - Overtime	31.05	626.12	(595.07)	(95.04%)

Garberville Sanitary District
Profit & Loss Prev Year Comparison - Sewer
July 2014 through March 2015

			Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change	% Change	
46		5160 · Wages - Other	29,500.98	24,953.97	4,547.01	18.22%	
47		Total 5160 · Wages	29,532.03	25,580.09	3,951.94	15.45%	
48		Total Administrative and General	102,198.16	84,245.88	17,952.28	21.31%	
49		Sewage Collection					
50		6010 · Fuel	2,198.10	0.00	2,198.10	100.0%	
51		6030 · Repairs and Maintenance	12,343.72	6,858.97	5,484.75	79.97%	
52		6040 · Supplies	948.89	138.30	810.59	586.11%	
53		6050 · Utilities	3,846.33	3,683.84	162.49	4.41%	
54		6060 · Wages					
55		6065 · Wages - Overtime Sewer Co	1,023.99	954.92	69.07	7.23%	
56		6060 · Wages - Other	9,312.30	12,196.13	(2,883.83)	(23.65%)	
57		Total 6060 · Wages	10,336.29	13,151.05	(2,814.76)	(21.4%)	
58		Total Sewage Collection	29,673.33	23,832.16	5,841.17	24.51%	
59		Sewage Treatment					
60		6075 · Fuel	1,359.60	0.00	1,359.60	100.0%	
61		6080 · Monitoring	4,466.37	6,620.99	(2,154.62)	(32.54%)	
62		6100 · Repairs and Maintenance	7,270.72	3,767.15	3,503.57	93.0%	
63		6110 · Supplies	5,619.40	8,274.72	(2,655.32)	(32.09%)	
64		6120 · Utilities	6,972.90	6,977.32	(4.42)	(0.06%)	
65		6130 · Wages					
66		6135 · Wages - Overtime Sewer Tr	2,574.17	2,159.91	414.26	19.18%	
67		6130 · Wages - Other	22,575.99	29,603.40	(7,027.41)	(23.74%)	
68		Total 6130 · Wages	25,150.16	31,763.31	(6,613.15)	(20.82%)	
69		Total Sewage Treatment	50,839.15	57,403.49	(6,564.34)	(11.44%)	
70		Total Expense	182,710.64	165,481.53	17,229.11	10.41%	
71		Net Ordinary Income	114,344.60	111,818.27	2,526.33	2.26%	
72		Other Income/Expense					
73		Other Income					
74		Property Tax Revenue					
75		8010 · Secured	0.00	10,694.99	(10,694.99)	(100.0%)	
76		8020 · Unsecured	0.00	822.66	(822.66)	(100.0%)	
77		8025 · Prior Years	0.00	4.81	(4.81)	(100.0%)	
78		8030 · Supplemental - Current	0.00	98.53	(98.53)	(100.0%)	
79		8035 · Supplemental - Prior Years	0.00	29.39	(29.39)	(100.0%)	
80		Total Property Tax Revenue	0.00	11,650.38	(11,650.38)	(100.0%)	
81		8060 · Interest Income	124.56	1,306.85	(1,182.29)	(90.47%)	
82		8070 · Other Non-Operating Revenue	350.00	707.51	(357.51)	(50.53%)	
83		9030 · Homeowners' Tax Relief	0.00	174.83	(174.83)	(100.0%)	
84		Total Other Income	474.56	13,839.57	(13,365.01)	(96.57%)	
85		Other Expense					

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 Accrual Basis

Garberville Sanitary District Profit & Loss Prev Year Comparison - Sewer July 2014 through March 2015

		Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change
				% Change
86	9040 · Depreciation	111,447.00	113,388.75	(1,941.75)
87	9050 · Interest Expense	5,294.39	6,090.02	(795.63)
88	Total Other Expense	116,741.39	119,478.77	(2,737.38)
89	Net Other Income	(116,266.83)	(105,639.20)	(10,627.63)
90	<i>Net Income</i>	<i>(1,922.23)</i>	<i>6,179.07</i>	<i>(8,101.30)</i>

Garberville Sanitary District
Profit & Loss Prev Year Comparison - Water
July 2014 through March 2015

		Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change	% Change
1	Ordinary Revenue/Expense				
2	Income				
3	Water Charges				
4	4100 · Residential	209,980.26	214,774.14	(4,793.88)	(2.23%)
5	4110 · Commercial	160,199.77	164,650.32	(4,450.55)	(2.7%)
6	4150 · Bulk Water Sales	0.00	48.00	(48.00)	(100.0%)
7	Total Water Charges	370,180.03	379,472.46	(9,292.43)	(2.45%)
8	4300 · Connection Fees	15,000.00	137.50	14,862.50	10,809.09%
9	4650 · Late Charges	2,315.00	2,460.06	(145.06)	(5.9%)
10	4700 · Other Operating Revenue	366.00	589.50	(223.50)	(37.91%)
11	Total Revenue	387,861.03	382,659.52	5,201.51	1.36%
12	Gross Revenue	387,861.03	382,659.52	5,201.51	1.36%
13	Expense				
14	Administrative and General				
15	5000 · Advertising	390.66	107.50	283.16	263.41%
16	5005 · Bad Debts	2,234.58	0.00	2,234.58	100.0%
17	5010 · Bank Charges				
18	5012 · Merchant Account Fe	343.42	253.97	89.45	35.22%
19	5010 · Bank Charges - Othe	162.56	691.54	(528.98)	(76.49%)
20	Total 5010 · Bank Charges	505.98	945.51	(439.53)	(46.49%)
21	5020 · Directors Fees	350.00	787.50	(437.50)	(55.56%)
22	5030 · Dues and Memberships	1,271.22	750.47	520.75	69.39%
23	5035 · Education and Training	960.31	258.91	701.40	270.91%
24	Insurance				
25	5040 · Liability	3,984.57	3,862.10	122.47	3.17%
26	5050 · Workers' Comp	8,581.57	1,398.53	7,183.04	513.61%
27	5055 · Health				
28	5037 · Employee Benefi	982.37	3,965.51	(2,983.14)	(75.23%)
29	5055.1 · Employee Port	(2,717.38)	(3,212.45)	495.07	15.41%
30	5055 · Health - Other	11,823.84	12,018.33	(194.49)	(1.62%)
31	Total 5055 · Health	10,088.83	12,771.39	(2,682.56)	(21.0%)
32	Total Insurance	22,654.97	18,032.02	4,622.95	25.64%
33	5060 · Licenses, Permits, and Fe	2,862.64	2,507.82	354.82	14.15%
34	5065 · Auto	422.55	1,337.24	(914.69)	(68.4%)
35	5070 · Miscellaneous	286.59	0.00	286.59	100.0%
36	5080 · Office Expense	1,895.84	1,065.60	830.24	77.91%
37	5085 · Outside Services	3,944.32	2,671.00	1,273.32	47.67%
38	5090 · Payroll Taxes	7,520.83	7,958.36	(437.53)	(5.5%)
39	5100 · Postage	771.33	822.78	(51.45)	(6.25%)
40	5110 · Professional Fees	9,804.74	9,101.39	703.35	7.73%
41	5120 · Property Taxes	12.00	12.00	0.00	0.0%
42	5125 · Repairs and Maintenance	0.00	122.26	(122.26)	(100.0%)
43	5130 · Rents	4,200.00	4,200.00	0.00	0.0%
44	5135 · Retirement	1,800.12	2,178.91	(378.79)	(17.38%)

Garberville Sanitary District
Profit & Loss Prev Year Comparison - Water
July 2014 through March 2015

			Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change	% Change
45		5137 · Supplies	180.68	189.61	(8.93)	(4.71%)
46		5140 · Telephone	2,463.98	2,150.53	313.45	14.58%
47		5145 · Tools	2,203.50	0.00	2,203.50	100.0%
48		5150 · Travel and Meetings	238.67	537.81	(299.14)	(55.62%)
49		5155 · Utilities	711.98	661.68	50.30	7.6%
50		5160 · Wages				
51		5165 · Wages - Overtime	23.29	741.94	(718.65)	(96.86%)
52		5160 · Wages - Other	32,718.62	26,549.70	6,168.92	23.24%
53		Total 5160 · Wages	32,741.91	27,291.64	5,450.27	19.97%
54		Total Administrative and General	100,429.40	83,690.54	16,738.86	20.0%
55		Water Trans and Distribution				
56		7075 · Fuel	1,365.22	0.00	1,365.22	100.0%
57		7090 · Repairs and Maintenance	14,043.30	26,655.03	(12,611.73)	(47.32%)
58		7100 · Supplies	9,335.02	5,767.42	3,567.60	61.86%
59		7110 · Utilities	7,946.81	7,132.80	814.01	11.41%
60		7120 · Wages				
61		7125 · Wages - Overtime W	2,875.76	2,114.27	761.49	36.02%
62		7120 · Wages - Other	15,060.73	20,390.08	(5,329.35)	(26.14%)
63		Total 7120 · Wages	17,936.49	22,504.35	(4,567.86)	(20.3%)
64		Total Water Trans and Distribution	50,626.84	62,059.60	(11,432.76)	(18.42%)
65		Water Treatment				
66		7020 · Fuel	2,663.47	0.00	2,663.47	100.0%
67		7010 · Monitoring	1,899.26	1,724.08	175.18	10.16%
68		7030 · Repairs and Maintenance	2,137.95	1,398.79	739.16	52.84%
69		7040 · Supplies	13,556.16	8,308.80	5,247.36	63.15%
70		7050 · Utilities	27,543.07	24,800.12	2,742.95	11.06%
71		7060 · Wages				
72		7065 · Wages - Overtime W	3,069.45	2,669.18	400.27	15.0%
73		7060 · Wages - Other	27,797.78	23,905.03	3,892.75	16.28%
74		Total 7060 · Wages	30,867.23	26,574.21	4,293.02	16.16%
75		Total Water Treatment	78,667.14	62,806.00	15,861.14	25.25%
76		Total Expense	229,723.38	208,556.14	21,167.24	10.15%
77		Net Ordinary Revenue	158,137.65	174,103.38	(15,965.73)	(9.17%)
78		Other Income/Expense				
79		Other Income				
81		8060 · Interest Income	125.23	118.87	6.36	5.35%
82		8070 · Other Non-Operating Revenue	0.00	707.52	(707.52)	(100.0%)
83		Total Other Income	125.23	826.39	(701.16)	(84.85%)
84		Other Expense				
85		9010 · Other Expenses	0.00	2,022.61	(2,022.61)	(100.0%)

Garberville Sanitary District Profit & Loss Prev Year Comparison - Water July 2014 through March 2015

					Jul '14 - Mar 15	Jul '13 - Mar 14	\$ Change	% Change
86		9040 · Depreciation			39,456.00	23,598.00	15,858.00	67.2%
87		9050 · Interest Expense			1,820.49	2,957.68	(1,137.19)	(38.45%)
88		Total Other Expense			41,276.49	28,578.29	12,698.20	44.43%
89		Net Other Income			(41,151.26)	(27,751.90)	(13,399.36)	(48.28%)
90		<i>Net</i>			116,986.39	146,351.48	(29,365.09)	(20.07%)



GARBERVILLE SANITARY DISTRICT

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

Date: 03/31/15
To: GSD Board of Directors
From: Operations Manager
Subject: Monthly Reports

Sampling and Testing
All required samples tested O.K.

No Safety Incidents or near misses.

Ron Copenhafer
Operations Manager
Garberville Sanitary District

DROUGHT CONTINGENCY PLAN

Water Ordinance #1---(new section) 1.8a

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

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

1. A third rate tier may be implemented for excessive water usage
2. Customers will be required to conserve water including but not limited to gallon per day water usage and if they don't comply, may be fined per gallon of water used above the maximum allowed.
3. Continual updates to customers will educate and inform of conditions
4. Ongoing: develop alternative water sources including, wells, springs, shared water with neighboring water districts including water hauling.
5. Ongoing: gray water education for irrigation
6. Ongoing: educate customers on personal water storage opportunities
7. Ongoing: leak monitoring and repairs
8. Ongoing: build additional water storage tanks or ponds
9. Identify diversions within GSD boundaries and report to law enforcement.
10. Ongoing: Participate in all drought planning forums to share ideas and planning strategies

MISSION STATEMENT

Current Mission Statement:

The District is committed to providing its residents with safe drinking water and wastewater collection services while preserving public health, protecting the environment, and providing outstanding customer service in a financially responsible way.

Words and Phrases to Use: from Board study session 4/15/2015

Protect Environment–Affordable–Excellent Customer Service–Not for profit–Enhancing Community–Committed–Environment–provide ongoing service–sustainable now and in the future–Public service–responsible manner–preserve public health–protect community–cost effective–improve quality–provide services for an enhanced community and ability to live here–The success of the community is dependent on GSD being good stewards of the water and wastewater–Quality of life–Vibrancy

Proposed Mission Statement:

Garberville Sanitary District is committed to enhancing our community through excellent customer service, providing affordable safe water and being responsible stewards of our environment including water and wastewater that will be sustainable now and in the future. Our focus is on being efficient with public funds while preserving public health through education and quality treatment processes along with vibrant, respectful service.

VISION STATEMENT

Current Vision Statement:

1. Maintain regulatory Compliance
2. Updated Infrastructure
3. Conservation of our water source
4. Vigilant protection of community health with clean water and a wastewater system that does not pollute the South Fork of the Eel River
5. Enhance our customer service, public education, information and outreach.
6. Explore working relationships with neighboring utilities

Core Values:

1. Quality customer service
2. Infrastructure health
3. Financially responsible stewardship
4. Protection and enhancement of the environment
5. Meeting or exceeding all regulatory requirements
6. Efficient and progressive techniques, equipment and methodologies
7. Public Involvement and education
8. Employee welfare

Words and Phrases to use from study session: 4/15/2015

Quality customer service—Financially responsible—protection—environment—All development will have to be conducive and in alignment with the community plan—Infrastructure has to support any growth—Environment and County general plan should coincide with GSD and the Southern Humboldt vision for the future.— Operations cannot impact community in a negative way both now and in the future—

Proposed Vision Statement:

We strive to meet or exceed all regulatory requirements for safe water and wastewater treatment while aligning with the community plan and County general plan, insuring that the infrastructure allows for growth. The operational strategy is to enhance the community in a positive way while protecting the environment and insuring all new developments meet strict standards that do not negatively impact the District or its customers.

Fiscally responsible operational procedures is a priority that will allow the District to operate within an approved budget while ongoing education will provide efficient and progressive techniques to better operate the treatment facilities and serve our customers.



GARBERVILLE SANITARY DISTRICT

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

RESOLUTION NO. 2015-004

AN RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT ESTABLISHING PROCUREMENT PROCEDURES FOR PURCHASING OF SUPPLIES AND EQUIPMENT AND BIDDING PROCEDURES FOR PUBLIC PROJECTS; ADOPTING THE AND ALTERNATIVE BIDDING PRODEDURES

The Board of Directors of the Garberville Sanitary District, Humboldt County California, ordains as follows;

SECTION 1. PURPOSE

A. The purpose of this Purchasing Resolution is to establish efficient procedures for the purchase of supplies, equipment and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority, and to assure the quality of purchases.

SECTION 2. AUTHORITY

A. The adoption of this Purchasing Resolution is intended to meet the requirements of state law including but not limited to the following; (i) Government Code Sections 54201 to 54205 regarding the purchase of supplies and equipment; (ii) Public Contract Code Sections 20780 to 20784 regarding public works construction projects; (iii) Government Code Section 4526 regarding professional services; (iv) Labor Code requirements for prevailing wages; and (v) other applicable state laws.

SECTION 3. PURCHASES AND CONTRACTS THAT ARE NOT PUBLIC PROJECTS

A. Procedures for Specific Amounts.

The following procedures shall be followed when purchasing or leasing materials, supplies, equipment or services:

1. **\$0 to \$1,000** - The General Manager shall ensure that the District pays fair prices and receives commensurate value for amounts expended.
2. **\$1,001 - to \$2,500** - Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
3. **\$2,501 or higher** - Written specifications describing the delivery schedule, materials, supplies, equipment or services must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.

B. Purchase Order or Contract Required.

Purchases of supplies, equipment, and services shall be made only by written purchase order or contract.

C. Emergency Purchases and Contracts under \$35,000.

In an emergency, the General Manager may make purchases and execute contracts without following the foregoing requirements provided that the purchase is of an urgent nature, directly and immediately required by the emergency. An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent and mitigate the loss or impairment of life, health, property, or essential public services. The General Manager shall provide a written report to the Board with a copy of any contract or invoice within seven days or at the next regularly scheduled meeting of the Board, whichever occurs first. The report shall detail the emergency and reasons justifying the action taken.

SECTION 4. PROCEDURES FOR PUBLIC PROJECTS

A. Definition of Terms.

As used in this section, the words, terms and phrases shall have the following meanings, as defined in Section 22002 of the Public Contract Code, unless otherwise apparent from the context:

1. "Facility" means any plant, building, structure, ground facility real property, street, highway or other public work improvement.
2. "Maintenance Work" includes all of the following:
 - a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - b. Minor repainting.
 - c. Resurfacing of streets and highways at less than one inch.
 - d. Landscape maintenance including mowing, watering, t r i m m i n g , pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
3. "Public Project" means any of the following:
 - a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
 - b. Painting or repainting any publicly owned, leased, or operated facility.
 - c. Public project does not include maintenance work.

B. Dollar Amount of Public Project Determines Process to be Used.

The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code Section 22020, without the necessity of amending this section or any subdivision herein to reflect any such adjustment.

1. Public projects of **forty-five thousand dollars (\$45,000.00) or less** may be performed by District General Manager by force account, by negotiated contractor by purchase order. The contract or

purchase order for contracts over \$45,000 shall be awarded by the Board and signed by the General Manager.

2. Public projects of **one hundred seventy-five thousand dollars (\$175,000) or less** may be awarded by a contract which follows **informal bidding procedures** as set forth in this section.

3. Public projects of **more than one hundred seventy-five thousand dollars (\$175,000)** shall, except as otherwise provided in this section, be awarded by contract that follow **formal bidding procedures** as set forth in this section.

C. Procedures to Be Used for Contracts Regarding Public Projects.

1. **Written specifications.** Public works projects which come within the dollar amount set forth in section (B)(1) above are subject to written specifications describing the delivery schedule, materials, supplies, equipment and services. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.

2. **Informal bidding procedures.** Public Works project which are subject to the informal bidding procedures as set forth in section (B)(2) above shall be awarded to the lowest responsive and responsible bidder in accordance with the Section 22032 *et seq.* of the Public Contract Code, as follows:

a. **Contractors List.** A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

b. **Notice Inviting Informal Bids.** A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice shall be mailed not less than ten (10) days before bids are due, to either all the contractors on the Contractors List for the category of work to be bid, or to all construction trade journals specified in the California Public Contract Code Section 22036, or both, unless the product or service delivery is proprietary. The Notice shall specify that bids must be received in written form and that bids must be received by mail, courier, hand-delivery or facsimile (fax).

c. The informal bids for public projects shall be awarded to the lowest responsive and responsible bidder. Contracts will be awarded by the Board and signed by the General Manager.

d. If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the Board may, by adoption of a resolution with a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsive and responsible bidder, if it determines the cost estimate of the public agency was reasonable.

3. **Formal bidding procedures.** Public work projects which are subject to formal bidding procedures as set forth in section (C)(3), above, shall be awarded to the lowest responsive and responsible bidder in accordance with, but not limited to, the following procedures:

a. Preparation of a notice inviting bids including bid specifications, bid security, and setting of the time and place for receiving and opening of sealed bids;

b. Publication of such notice at least ten (10) days prior to bid opening. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation. It shall also be sent electronically, if available, and mailed to all construction trade journals specified in Section 22036, at least fifteen₇ days prior to bid opening;

- c. The submission of sealed bids;
- d. A public bid opening;
- e. Award to the lowest, responsive and responsible bidder;
- f. District reservation in notice inviting bids of the right to reject any or all bids;
- g. Award and execution of a written contract; and
- h. Reference to applicable state or federally funded project requirements;

E. Authority to Prepare and Issue Notice Inviting Bids.

The General Manager or his or her designee is authorized to prepare and issue notices inviting bids and to establish such additional bidding procedures as are not inconsistent with those stated herein.

F. Prohibition against splitting or separating projects.

It is unlawful to separate into smaller work orders or projects for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

G. Board Authority to Reject, Re-advertise, or Otherwise Award.

1. In its discretion, the Board may reject any and all bids presented under the informal and formal bidding procedures described above if the Board, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the District, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the District's intent to reject the bid and shall be mailed at least two business days prior to the Board meeting at which the District intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the Board shall have the option of either of the following:

- a. Abandoning the project or re-advertising for bids in the manner described in Section D-2 or D-3 as applicable.
- b. By passage of a resolution by a four-fifths vote of the Board declaring that the project can be performed more economically by the employees of the District, the District may have the project done by force account without further complying with this Section.

2. If the contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two (2) or more bids are the same and the lowest, the District may accept the one it chooses.

3. If no bids are received through the informal or formal bidding procedures described above, the project may be performed by employees of the District by force account or by informal bidding procedures set forth above.

H. Emergency.

1. In case of an emergency regarding a public project which requires competitive bidding, the Board may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify findings as required in Public Contracts Code Section 22050.

2. "Emergency" as used in this section means a ⁷sudden, unexpected occurrence that poses a clear and

imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

I. Written Contracts Required.

All contracts for public projects shall be in writing; all amendments to contracts shall be in writing. The General Manager shall work with District Counsel to ensure that the contract includes language protecting the District's interest and language required by law. This language shall include, but is not limited to: specified term, scope of services, termination language, insurance, warranties, indemnification, non-collusion, contractor license, security, bonds, liquidated damages, change orders, retention, prevailing wages, and compliance with applicable laws.

J. Exception to Competitive Bidding for Purchases from State and Public Agencies.

1. In accordance with Public Contract Code Section 10299, the District may, without formal or informal bidding, contract with suppliers who have been awarded contracts by the state for the purchase of goods, information technology, and services under the competitive process in Public Contract Code Sections §12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules.
2. If the District is part of a joint powers agreement or consortium that utilizes competitive procurement procedures, the District may contract with suppliers/vendors who have been awarded contracts by the joint powers authority or consortium.
3. The District may also utilize a competitive procurement process utilized by the County of Humboldt for goods or for public projects.
4. The District may make purchases under this section directly from the vendors, the state or public agency or through the State or public agency. Such contracts are subject to Board approval.

K. Sole-Source Purchases.

In the event that there is one, and only one, source for a product or equipment in excess of \$35,000, a sole-source contract may be used. When the District wishes to purchase a product or equipment over \$35,000 from a sole-source without competitive bidding, a sole-source resolution is to be prepared and submitted with a District agenda item. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made and set forth in every sole-source resolution:

1. A statement describing every unique or specialized feature of the product;
2. A statement of the General Manager's efforts to locate all possible suppliers of such product;
3. A statement that, in spite of its efforts, the General Manager has been able to locate only one supplier of the product in question
4. A statement that indicates the ultimate cost of the product and the process used to determine the cost of the product; and
5. A finding that it is, therefore, proper for the District to dispense with competitive bidding requirement and to authorize the General Manager to purchase the product in question under the sole-source exception.

SECTION 5. PREVAILING WAGES

A. Under Labor Code Section 1771, all work performed under contract for public works projects of more than \$1,000 shall be subject to prevailing wages. The Labor Code defines the term "public works project" broader than the Public Contract Code and Section 3 above requiring procedures to use for "public project." There may be instances in which bidding is not required but payment of prevailing wages is required.

B. "Public works project" or the purpose of prevailing Wages only means:

1. Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part from District funds. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work. For purposes of this paragraph, "installation" includes, but is not limited to the assembly and disassembly of freestanding and affixed modular office systems.

2. The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

3. The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

C. Prevailing wage requirements do not apply to work performed by the District with its own forces.

D. The General Manager is authorized to establish guidelines for implementing prevailing wages requirements that are consistent with this section and with the Labor Code.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective: April 28, 2015

The foregoing Resolution No. 2015-004 was adopted on April 28, 2015, by the following vote:

AYES: Directors _____

NOES: Directors _____

EXCUSED: Directors _____

_____, Chairperson

ATTEST: _____,
Tina Stillwell
Clerk of Board of Directors

Garberville Sanitary District
PO Box 211, Garberville, California 95542
Telephone (707) 923-9566

Independent Services Agreement

This Independent Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections (a) through (l) on pages 2 through 3 is incorporated in this document, along with this page, constitute material terms and conditions of the Agreement between the parties. This contract will be evaluated annually by both parties before renewal.

TO: Dennis Ryan

Date: _____

Agreement Number _____

The undersigned Inspector offers to furnish the following services (the "Services"):
Dennis Ryan ("Inspector") agrees to provide capital project inspection services and related oversight as requested by Garberville Sanitary District ("Client"). Inspector shall only be authorized to perform Services on specified projects as identified by the GSD General Manager or a Board representative.

Inspector shall submit a monthly detailed invoice to Client which must include: (1) a description of the specific Services performed; (2) the date(s) the Services were performed; (3) the time spent providing the Services ;(4) an itemized summary of any pre-approved reimbursable expenses; and (5) the amount due for the Services. The GSD General Manager or a Board representative shall approve the invoice and Client shall provide payment to Inspector within 15 days of receipt of the invoice. Any dispute of payment with the General Manager or a Board representative can be appealed to the GSD Board for final decision.

For the full and satisfactory completion of the Services, Client shall compensate Inspector at a rate of \$46.00 per hour. Client agrees to pay .56/mile when inspector is required to travel on behalf of GSD. When overnight travel is required, Client shall pay up to \$120/night for lodging if pre-approved. Inspector will not be compensated for any time unless approved in writing by the General Manager or Board representative. Inspector will be an independent contractor and responsible for all his own taxes, contributions and insurance.

Instructions: Sign and return original. Upon acceptance by Garberville Sanitary District, a copy will be signed by its authorized representative and returned to you with an effective date of April 29, 2015.

Accepted: Garberville Sanitary District

Inspector: Dennis Ryan

By _____

By _____
Dennis Ryan

Title _____

Date: _____

Date: _____
1

Inspector agrees with Garberville Sanitary District that:

- a. **Standard of Care.** In providing the Services under this Agreement, Inspector shall exercise that degree of skill and care ordinarily used by other reputable members of Inspector's profession, practicing in the same or similar locality and under similar circumstances.
- b. **General Manager Authority.** Inspector shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of the District.
- c. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 15 days after acceptance of a written invoice by the District.
- d. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Inspector's services will be obtained at Inspector's sole cost and expense, and Inspector will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- e. **Amendments and Modifications.** Any change in the scope of the Inspection Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by the District and Inspector.
- f. **Warranties** Inspector represents and warrants that the Services shall be completed in strict accordance with this Agreement. Inspector further represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Inspector shall, at Inspector's sole cost and expense, indemnify, defend and hold harmless the District from and against any and all claims and causes of action based on alleged or actual infringements thereof. These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Inspector for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the District against Inspector relating to the Services.
- g. **Termination.** The District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services that have already been provided by Inspector but are unpaid, are the District's only obligation, if Inspector is not in default, shall be to pay for such Services actually provided by Inspector prior to the date of termination. Upon receipt of notice of termination, Inspector shall immediately stop all performance hereunder except as otherwise directed by the District. Likewise, Inspector may, at its option, terminate this Agreement without cause at any time, by submitting a notice of termination to the Board or the GSD General Manager.
- h. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.

- i. **Default.** Upon any default by Inspector hereunder, or in the event of proceedings by or against Inspector in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, the District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by the District). Inspector shall be liable to the District for all expenses incurred by the District in finishing the Services and any damage incurred through any default, which at the option of the District, may be charged against any amounts due from the District to Inspector hereunder, but Inspector's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.

- j. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to Garberville Sanitary District, **PO Box P.O. Box 211, Garberville, CA 95542, Attention: Ralph Emerson**, and to Inspector at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon receipt so mail delivery time should be considered if material is time sensitive.

- k. **Interpretation.** Both Inspector and the District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Inspector and the District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.

- l. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Inspector or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Inspector's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.



GARBERVILLE SANITARY DISTRICT

P. O. BOX 211 GARBERVILLE CA 95542
PHONE (707) 923-9566 / FAX (707) 923-3130

RESOLUTION NO. 15-005

DECLARING DWTP INSPECTOR CELL PHONE AS SURPLUS EQUIPMENT

WHEREAS the below-described property is no longer necessary, useful or suitable for District purposes

Android 5GB Teth Cell Phone

NOW, THEREFORE, BE IT RESOLVED that the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment

BE IT FURTHER RESOLVED that the District General Manager may do all acts necessary to dispose of this property according to state law.

Dated this 28th day of April 28, 2015

ATTEST:

Board Clerk Tina Stillwell.

Chairperson Soran Anderson