

**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, April 28th, 2026

5:00 p.m. – Closed Session

5:30 p.m. - Open Session to Public

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

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

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

Rio Anderson __, Doug Bryan __, Julie Lyon ____, Dan Thomas ____, Richard Landes ____

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

Motion:

Second:

Vote:

IV. Questions or Comments about Closed Session Items

1. Public employee performance evaluation (Government Code §54957)

General Manager Performance Evaluation and Contract Changes

V. RETURN TO OPEN SESSION

Report of Action Taken in 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.**

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 Bear Canyon Sewer Connection Request pg. 14
 (discussion-possible action) info at meeting
Motion: **Second:** **Vote:**
- B.3 Remove unused aerial sewer pipe across river pg. 15
 (discussion-direction requested)
- B.4 Purchase New Utility Work Truck **Handout**
 (discussion-possible action) Dan and Ralph
Motion: **Second:** **Vote:**
- B.5 Declare Boom Truck Surplus Equipment for Sale Information / photo at meeting pg. 16-21
 (discussion-direction requested) April Meeting resolution #26-003
Motion: **Second:** **Vote:**
- B.6 2026 Elections with 3 GSD Board Members up for re-election pg. 22
 (discussion-information only)
- B.7 Connick Creek Request to enter a new contract with GSD pg. 23-47
 (discussion-possible action)
Motion: **Second:** **Vote:**

C. POLICY REVISION / ADOPTION

- C.1 Customer Water/Sewer Service Responsibility Sec 7.1-7.3a pg. 48-50
 (discussion-no action) 2nd Reading Resolution 26-004
- C.2 Agriculture Water Meter Ordinance Sec 15.9 pg. 51-53
 (discussion-no action) 1st Reading

IX. ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—May 19th, 2026 (memorial day 25th)

1. Purchase New Utility Work Truck
2. Water Improvement Project
3. Community Improvement Projects, Private and County
4. Drought Preparedness
5. Open Bids for Boom Truck

MAY 19TH 3:00pm (Budget Meeting with Finance Committee)

X. ADJOURNMENT

The GSD Board meeting agenda will be posted at the District Office no later than. Date: Saturday, April 25th 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: April 28th, 2026

The Water Distribution Project edges closer to completion as we continue waiting for Tesco to complete programming the control system, verify system works completely and to train Brian and Dan. The delay has stalled completion, while we had a partial completion walk through yesterday, to identify anything remaining from SHN and Wahlund Construction. Most of these items were fairly easy to complete or repair but we are all waiting for Tesco to complete their contracted work and then we can do a final walk through.

There are new water service and fire suppression requirements for the Veterans Hall which Dan, Mary and I, have been coordinating on what the District requires for this connection, while Dan has been working with the County on site to make sure these changes are made.

There was an incident in which one of the District work trucks lost traction and rolled into a power pole but nobody was in truck or was hurt. The incident was reported promptly from scene to PG&E, Sheriff and Emergency Services. Electricity was disrupted for a period of time but restored by evening. This could have been much worse, so we are using it as an Operations and Safety meeting topic.

We have been working to locate water leaks and determine customer water usage based on the reported usage and the water meter reading. This has all of us investigating and providing historical water usage from billing.

There have been inquiries to remove water meter or reduce water base rates for customers with agriculture meters that have minimal or no water usage during off season and this will be discussed in agenda with item C.2.

There has been an ongoing sewer leak between Rays grocery store and Giddy-Up coffee on Redwood Drive. We have run camera down main pipe multiple times along with cleaning the main line which is clear, with no sewer blockage or back up. There are multiple customer sewer laterals which enter our main sewer pipe and this is where the problem seems to be, but we do not repair customer sewer laterals because of liability, so the property owner is responsible for this type of problem, although we will assist them with any repairs.

I have authorized replacing the section of main sewer pipe from Rays North driveway to Giddy-Up and Brett VanMeter will be doing the work, so while this work is being done, we will make any repairs that leave private property and enter the main sewer pipe.

Respectfully Submitted:

Ralph Emerson

**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, March 24th, 2026
5:00 p.m. – Open Session to Public**

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

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

I. REGULAR MEETING CALLED TO ORDER

Doug called the meeting to order at 5:02 pm

II. ESTABLISHMENT OF QUORUM

**Rio Anderson- Present
Doug Bryan-Present
Julie Lyon- Absent
Dan Thomas- Absent
Richard Landes- Present**

III. APPROVAL OF AGENDA

Motion: Rio Anderson Second: Richard Landes Vote: 3-0

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 present during the board meeting.

VII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS

Operators—Dan and Brian- Water Leaks—Operational Demands--River Level (1,000 CFS)

Office----Mary Nieto—Office and Customer Update

Board Members-

Correspondence-

General Manager—Ralph Emerson pg. 4

Mary had a possible scam happen with a district vendor. The vendor was notified of the spam happening in their business name.

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

- A.1 Approve February 24th 2026, Regular Meeting Minutes - pg. 5-6
- A.2 Operations Safety Report- Handout
- A.3 Approve Financials—No Financials
Motion: Richard Landes Second: Rio Anderson Vote: 3-0

B. GENERAL BUSINESS – *Action items*

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

Verbal update from Dan and Ralph.

**The board of directors took a break during the meeting at 5:20 pm
The meeting returned to open session at 5:37 pm**

- B.2 Bear Canyon Sewer Connection Request pg. 7
(discussion-possible action)

Ralph is going to do more research on this request and bring information to the board at the next meeting.

- B.3 Remove unused aerial sewer pipe across river pg. 8
(discussion-direction requested)

- B.4 Update on GSD Audit
(discussion-possible action)

The audit will be complete and delivered to the agencies who require to have a copy of the districts audit on file.

- B.5 Small Claims and Collections Process (information at meeting)
(discussion-possible action) Ralph and Mary

The next small claims court date is scheduled for 3/25/2026

- B.6 Declare Boom Truck Surplus Equipment for Sale Information / photo at meeting
(discussion-direction requested)

The district is interested in the surplus of the boom truck. The district will sell the boom truck to the highest bidder.

- B.7 2026 Elections with 3 GSD Board Members up for reelection pg. 9
(discussion-information only)

The county office of elections sent a notice to the district board about officer terms expiring in 2026. The general election is prepared to be November 3, 2026. Candidate filing period is July 13- August 7, 2026.

B.8 Connick Creek Request to enter a new contract with GSD pg. 10-32
(discussion-possible action)

C. **POLICY REVISION / ADOPTION**

C.1 Customer Water/Sewer Service Responsibility Sec 7.1-7.3a pg. 33
(discussion-no action)1st Reading

No changes made. Bring back resolution to the next board meeting.

IX. **ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—April 28th, 2026**

1. Update on Operational Demands
2. Water Improvement Project
3. Community Improvement Projects, Private and County
4. Drought Preparedness
5. Homeless Encampments
6. **Resolution #26-003**

X. **ADJOURNMENT**

The meeting was ended at 7:13 pm

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

Indoor Heat Illness Prevention

Heat is heat. Did you know indoor workers can experience the same type of heat illness as employees working outdoors? This Safety Talk will help you understand and prevent four different types of heat illness.

Cal/OSHA Regulation

In 2024, Cal/OSHA approved a new *Indoor Heat Illness* standard ([CCR3396](#)) to mitigate employee risk when working in shops, warehouses, and other indoor locations covered by the regulation. The standard is triggered when indoor workers are exposed to temperatures of 82° degrees Fahrenheit or more. This new requirement should not be confused with your District's *Outdoor Heat Illness Prevention Plan*. Both contain similar elements but have different protocols.

Cal/OSHA defines indoors as “a space that is under a ceiling or overhead covering that restricts airflow and is enclosed along its entire perimeter by walls, doors, windows, dividers, or other physical barriers that restrict airflow, whether open or closed.”



What is Heat Illness?

Heat illness can be one or more of the following medical conditions including heat cramps, fainting (syncope), heat exhaustion, and heatstroke.

Heat illness occurs when the body cannot get rid of excess heat. When this happens, the body's core temperature rises and the heart rate increases. As the body continues to store heat, the person begins to lose concentration, has difficulty focusing on tasks, may become irritable or sick, and often loses the desire to drink. If untreated, a potentially fatal heatstroke could develop.

Risk Factors

Environmental risk factors that contribute to heat illness include high air temperatures, high humidity, direct physical contact with hot objects, and strenuous physical activities especially when wearing personal protective equipment. Radiant heat sources like kilns, ovens, torches, or merely performing strenuous tasks in an indoor environment lacking air conditioning will increase the risk of heat illness.

Heat Illness Symptoms & First Aid

Heat illness can develop rapidly and is not always obvious before it becomes life-threatening. Symptoms of heat illness may vary between individuals and can even occur after work has stopped for the day. Because of this employees may not accurately recognize and report symptoms. Do not discount discomfort or symptoms you are experiencing when working in heat, after work, or even the next workday.

Heat Cramps

Cramps, muscle pain, or spasms are felt most in the arms and legs.

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

Heat Syncope (Fainting)

Heat syncope is a fainting episode or dizziness that usually occurs when standing for too long or suddenly standing up after sitting or lying.

What to do – Take a recovery break in a cool-down area. Sit or lie down and slowly drink water.



Heat Exhaustion

The body becomes overly stressed with symptoms such as:

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

What to do - Move to a cool-down area immediately. Loosen/remove clothing. Apply cool water/ice packs to the body. Drink slightly cool water and electrolytes. *Seek medical help.*

Heat Stroke

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

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

What to do

CALL 911 IMMEDIATELY

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

How can you prevent heat illness?



Drink Water

The most important thing you can do to prevent heat illness is drink plenty of water!!! The key is to drink throughout your shift, even when you don't feel thirsty. Supervisors must remind and encourage workers to drink water every hour. When indoors and working in temperatures 82° or higher, strive to drink one quart of water (4 cups) per hour.

Acclimate

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

Take Recovery Breaks

When working in temperatures of 82° or more, take preventative cool-down rests in designated areas set by your District. Drink plenty of water and rest long enough to feel healthy enough to return to work. Employees who wait until symptoms appear before seeking cool-down areas are at a higher risk of developing heat illness.

Additional Prevention Considerations

- Be familiar with your employer's written Indoor Heat Illness Prevention Program, if applicable.
- If available, use control measures such as air conditioning, fans, local ventilation and personal protective equipment like cooling vests, jackets, and neck wraps.
- When wearing heavy personal protective equipment, respirators, or when conducting significant exertion check for symptoms of heat illness.
- Avoid heavy meals; your body generates heat through digestion
- Wear lightweight clothing that does not restrict heat removal.
- If you have a chronic disease, such as heart disease or diabetes, check with your doctor for heat illness prevention guidance.
- If you're a supervisor, refer to your District's policy for additional responsibilities when whenever the indoor temperature or heat index reaches 87°F .

Resources:

[Cal/OSHA Heat Illness Info](#)

[Cal/OSHA Frequently Asked Questions](#)

[SDRMA Risk Control Department](#)

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

Outdoor Heat Illness Prevention

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

HEAT RASH

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

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

HEAT CRAMPS

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

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



HEAT EXHAUSTION

The body becomes overly stressed with symptoms such as:

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

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

HEAT STROKE

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

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

What to do

CALL 911 IMMEDIATELY

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

How can you prevent heat illness?

DRINK WATER

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

ACCLIMATE

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

TAKE RECOVERY BREAKS IN THE SHADE

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



ADDITIONAL PREVENTION CONSIDERATIONS

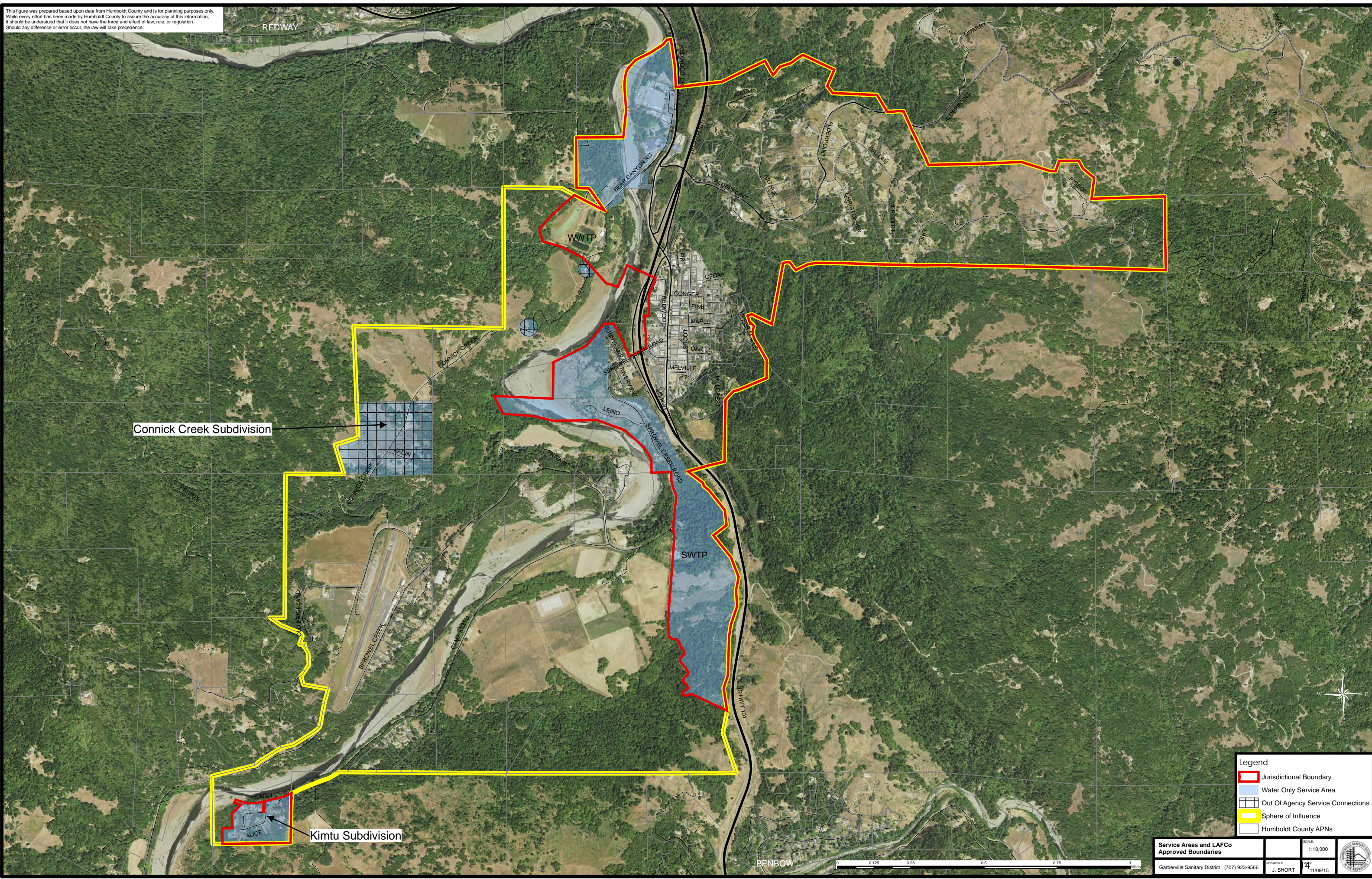
- If possible, wear long sleeves and pants to keep the radiant heat of the sun away from your skin.
- When wearing heavy personal protective equipment, respirators, or when conducting significant exertion pay extra attention to symptoms of heat illness you may be experiencing.
- Check the effects of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

Additional Resources:

- SDRMA Model Heat Illness Prevention Program Template
- Cal/OSHA [§3395](#), Heat Illness Prevention Regulation
- Cal/OSHA [Heat Illness Prevention Resources](#)

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

This figure was prepared based upon data from Humboldt County and is for planning purposes only. While every effort has been made by Humboldt County to assure the accuracy of this information, it should be understood that it does not have the force and effect of law, rule, or regulation. Should any difference or error occur, the law will take precedence.




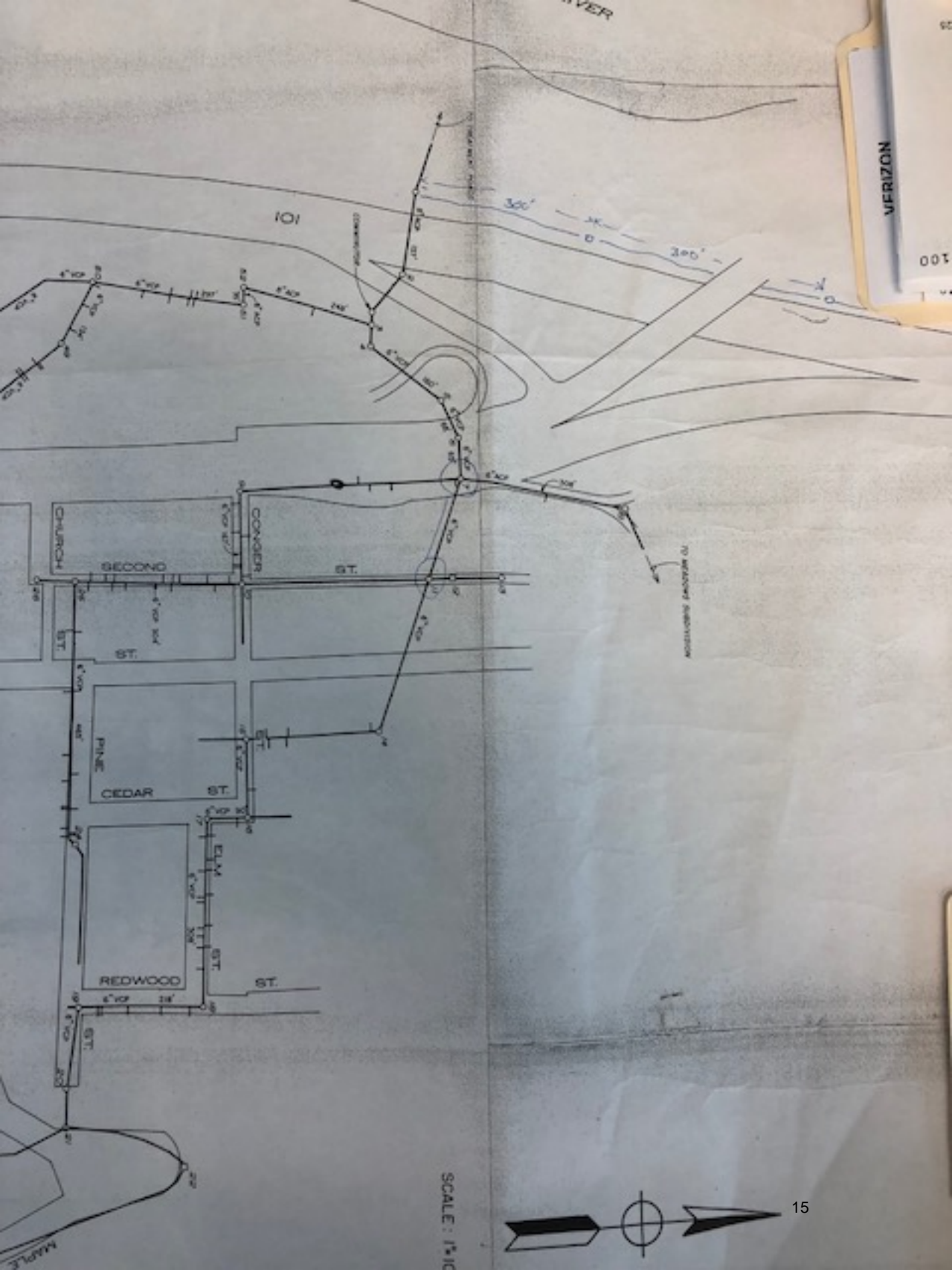
Connick Creek Subdivision

Kimtu Subdivision

- Legend
- Jurisdictional Boundary
 - Water Only Service Area
 - Out Of Agency Service Connections
 - Sphere of Influence
 - Humboldt County APNs

Service Areas and LAFCo Approved Boundaries	SCALE: 1:18,000
Garberville Sanitary District (707) 923-9566	DRAWN BY: J. SHORT
	DATE: 11/09/15

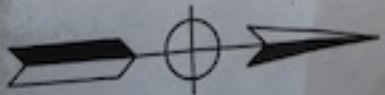




VERIZON

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1



SCALE: 1"=10'

Agenda Item Section V1, 6

After consulting with Chairperson Schwartz and Director Stewart the District has acquired a used utility truck. This is to replace the 1989 Chevy pickup that was donated to the District by Redway Community Services District in 2005. The purchase price was \$8,999.00.

Below is the narrative and photos from the Advertisement;

This '95 Ford F-350 XL Super Duty 4X4 is ready to go anywhere, do anything! With a front mounted heavy duty Ramsey winch and 4 wheel drive this truck can be taken in any terrain. The F-350 is in overall excellent condition and is ready to be driven anywhere.

Standard features include Ford's 460cu. in. (7.5L) V8, with propane conversion (the last time I filled up, propane was only 97¢ per gal.), five-speed overdrive manual transmission, 4X4 with locking hubs, Dunlop tires with 90 - 95% tread, molded vinyl flooring, vinyl bench seat, AM/FM stereo, and an electronic trailer brake. The Ford has also been up-fitted with a custom open utility bed which features removable side boxes, heavy duty cargo straps, fifth wheel plate, outriggers, and hitch receiver. Also, the truck features a Ramsey heavy duty front mounted winch with remote and a top of the line Auto-Crane 5000 lb. hydraulic crane with auto extending boom and remote.

The exterior of the truck is in very good condition, with only a few very minor dings and stone chips (Please see photos below) and the interior of the truck is equally clean. This is a California truck with NO rust. Simply put, this truck runs, drives and looks great and is ready to go to work today.

1995 Ford F-350 XL

Title: FORD F350, AUTO CRANE 4x4 Dually Utility Flatbed, NICE!
Mileage: 157,663 miles
Location: Springville, CA
Vehicle Information
VIN: 2FDKF38G5SCA43315
Warranty: Vehicle does NOT have an existing warranty
Title: Clear
Condition: Used
For sale by: Private seller

LIC. #
5D83471

Features

Body type: Pickup truck Engine: 8 Cylinder Exterior color: White
Transmission: Manual Fuel type: Other Interior color: Blue
4x4
Drivetrain: Dual Rear Wheels Disability equipped:-- Certification: --
Cab type (for trucks only): Regular cab



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Other Vehicles ▾

Back to My eBay | Listed in category: eBay Motors > Cars & Trucks > Ford > F-350

We're working to make eBay easier to use.

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You won this item for US \$8,999.00

You saved 10% off the regular Buy It Now price of US \$9,999.00

Item: 1995 Ford F-350 XL

Buyer view

Leave feedback

- View Best Offer deal sheet

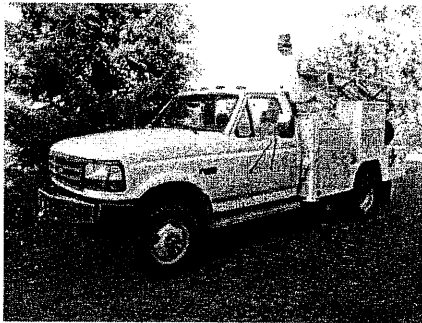
Did you know?

You can leave feedback about your purchases in the Won section in My eBay.

If you want to easily keep track of other things this seller lists for sale, you can add them to your Saved Sellers list.

1995 Ford F-350 XL

FORD F350, AUTO CRANE 4x4 Dually Utility Flatbed, NICE! Research 1995 Ford F-350



Enlarge

Ended: Aug 19, 2009 08:35:31 PDT

Sold For: **US \$8,999.00**

Item Location: Springville, CA, United States

Shipping: Buyer responsible for vehicle pick-up or shipping.
Vehicle shipping quote is available.

Payment: Deposit of US \$500.00 within 24 hours of auction close. Full payment required within 7 days of auction close.
Get low monthly payments

Seller info

service_usa (133 ☆) 100%

Ask a question

See other items

Other item info

Item number: 250484354285

Item condition: Used

Sells to: United States

✓ This vehicle is eligible for up to \$50,000 in Vehicle Purchase Protection

Share Print Report it

Description History Reports Shipping Payment Before You Buy

Last updated on 08:07:02 AM PDT, Aug 18, 2009 View all revisions

1995 Ford F-350 XL

Title:	FORD F350, AUTO CRANE 4x4 Dually Utility Flatbed, NICE!		
Mileage:	157,663 miles		
Location:	Springville, CA		
Vehicle Information			
VIN:	2FDKF38G5SCA43315 Get the Vehicle History Report		
Warranty:	Vehicle does NOT have an existing warranty		
Title:	Clear		
Condition:	Used		
For sale by:	Private seller		
Features			
Body type:	Pickup truck	Engine:	8 Cylinder
		Exterior color:	White



BILL OF SALE

A Public Service Agency

VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF #	MOTORCYCLE ENGINE #
2FDKF38G5SCA3315	1995/XL	Ford	5D83471	

I/We Guy Minter (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel

to Garberville Sanitary District (PRINT BUYER'S NAME(S)) on

08	08	2	0	0	9
MO	DAY	YR			

 for the amount of

\$ 8,999.00

 (SELLING PRICE)

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.)

\$

 (GIFT VALUE)

SELLER

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME Guy Minter	SIGNATURE 	DATE	DL, ID OR DEALER # N7246313
PRINT NAME	SIGNATURE X	DATE	DL, ID OR DEALER #
MAILING ADDRESS 33230 La Colina Drive	CITY Springville	STATE CA	ZIP 93265
			DAYTIME PHONE # 559-539-1530

BUYER

PRINT NAME Garberville Sanitary District			
PRINT NAME			
MAILING ADDRESS P.O. Box 211	CITY Garberville	STATE CA	ZIP 95542

REG 135 (REV. 2/2007) WWW

CUT ON LINE AND SAVE FOR YOUR RECORDS



BILL OF SALE

A Public Service Agency

VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF #	MOTORCYCLE ENGINE #
2FDKF38G5SCA3315	1995/XL	Ford	5D83471	

I/We Guy Minter (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel

to Garberville Sanitary District (PRINT BUYER'S NAME(S)) on

08	08	2	0	0	9
MO	DAY	YR			

 for the amount of

\$ 8,999.00

 (SELLING PRICE)

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.)

\$

 (GIFT VALUE)

SELLER

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME Guy Minter	SIGNATURE 	DATE	DL, ID OR DEALER # N7246313
PRINT NAME	SIGNATURE X	DATE	DL, ID OR DEALER #
MAILING ADDRESS 33230 La Colina Drive	CITY Springville	STATE CA	ZIP 93265
			DAYTIME PHONE # 559-539-1530

BUYER

PRINT NAME Garberville Sanitary District			
PRINT NAME			
MAILING ADDRESS P.O. Box 211	CITY Garberville	STATE CA	ZIP 95542

REG 135 (REV. 2/2007) WWW

Smog Check Vehicle Inspection Report (VIR)

Vehicle Information

Test Date/Time: 08/28/2009 @ 10:14

Model Year: 1995	Make: FORD	Model: F350 PICKUP
License: 5D83471	State: CA	VIN: 2FDKF38G5SCA43315
Engine Size: 7.5 L	Type: Truck	Transmission: Manual
GVWR: 11000	Test Weight: N/A	Cylinders: 8
Odometer: 157883	Certification: Referee	VLT Record #: 14418
Fuel Type: Gasoline	Exhaust: Single	Inspection Reason: Change of Ownership
BAR #: N2400578	Engine Year: 1995	Engine Make: FORD

Overall Test Results

Congratulations! Your vehicle passed the enhanced Smog Check inspection, which helps California reach its daily goal of removing an extra 100 tons of smog-forming emissions from the air. Thank you for keeping your vehicle well maintained.

Smog Check Certificate Number: NM573279
DMV ID Number: 1535M332N885

Your Smog Check certificate has been electronically transmitted to DMV.
Your certificate is valid for 90 days from date of issuance.
Please keep this copy for your records.

Emission Control Systems Visual Inspection/Functional Check Results

(Visual/Functional tests are used to assist in the identification of oxides of nitrogen, crankcase and cold start emissions which are not measured during the Idle test)

Result	ECS	Result	ECS	Result	ECS
Pass	PCV	N/A	Thermostatic Air Cleaner	Pass	Fuel Evaporative Controls
Pass	Catalytic Converter	Pass	Air Injection	Pass	MIL/Check Engine Light
Pass	EGR Visual	Pass	Vacuum Lines to Sensors/ Switches	Pass	Carb./Fuel Injection
Pass	EGR Functional	Pass	Ignition Timing: 10 BTDC	Pass	Other Emission Related Components
Pass	Fuel Cap Functional	Pass	Wiring to Sensors	Pass	Oxygen Sensor
Pass	Fuel Cap Visual	Pass	Fillpipe Restrictor	Pass	Liquid Fuel Leaks
Pass	Spark Controls	N/A			
N/A	Fuel Evaporative Controls Functional				

Idle Emission Test Results

Test	RPM	%CO ₂		HC (PPM)			CO (%)			Results
		MEAS	MEAS	MAX	AVE	MEAS	MAX	AVE	MEAS	
Idle	815	9.9	5.3	150	39	26	1.20	0.10	0.00	PASS
2500 RPM	2386	10.6	4.4	150	20	10	1.50	0.20	0.00	PASS

MAX = Maximum Allowable Emissions

AVE = Average Emissions For Passing Vehicles

MEAS = Amount Measured

Smog Check Inspection Station Information

VALLEY MOTORS
432 N. MAIN ST. PORTERVILLE CA. 93257
559-783-6436
Station Number: RE139750

Technician Name/Number: SHORT, BRYAN/EA138854
Repair Tech Name/Number:
Software Version/EIS Number: 0703/ES214338

I certify, under penalty of perjury, under the laws of the State of California, that I performed the inspection in accordance with all bureau requirements, and that the information listed on this vehicle inspection report is true and accurate.

Date

Technician's Signature

RESOLUTION 26-003

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT DECLARES A 1995 F-350 BOOM TRUCK, SURPLUS PROPERTY

- A. WHEREAS,** It has been determined that the Garberville Sanitary District has no need for a 1995 F-350 Boom Truck
- B. WHEREAS,** Resolution 26-003 will allow the District to declare this vehicle as surplus property for sale to the highest bidder
- C. WHEREAS,** This Resolution requires the public to make a bid for this vehicle and that the District will post this request for bid in 3 locations and with the local news media
- D. WHEREAS,** The District will accept bids for 30 days or until close of business on May 19th 2026.
- E. WHEREAS,** Bids will be opened at the May 19th Board meeting and the truck will be awarded to the highest bidder.
- F. WHEREAS,** This vehicle will be sold (AS-IS) and the District takes no responsibility for damages that occur after the change of ownership or prior to sale.

DECLARATION OF A 1995 Ford F-350 BOOM TRUCK AS SURPLUS PROPERTY

Garberville Sanitary District declares a 1995 F-350 propane powered boom truck as surplus property and the highest bidder will purchase the truck (As Is).

All Bids must be received prior to end of business day on May 19th, where bids will be opened at the regular Board meeting and the highest bidder will be awarded the vehicle.

Payment in full must be made when vehicle is picked up by new owner or representative.

NOW, THEREFORE LET IT BE KNOWN THAT, THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT APPROVES DECLARING A 1995 FORD F-350 BOOM TRUCK AS SURPLUS PROPERTY, THUS ALLOWING THE DISTRICT TO SELL THIS VEHICLE TO THE HIGHEST BIDDER.

**PASSED, APPROVED AND ADOPTED this 28th day of April 2026
by the following roll call vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

Doug Bryan, Board Chair person

ATTEST:

Ralph Emerson, General Manager



COUNTY OF HUMBOLDT
 Office of Elections & Voter Registration
 2426 6th Street
 Eureka, CA 95501-0788
 707-445-7481 / Fax 707-445-7204
 humboldt_elections@co.humboldt.ca.us

TO: Garberville Sanitary District
 FROM: Christina Strevey, Administrative Analyst
 DATE: March 3, 2026
 SUBJECT: General Election on November 3, 2026
Officer Terms Expiring & District Preferences

The Office of Elections is preparing for the General Election on November 3, 2026 and requests your assistance. Please complete and return this form **by May 31, 2026**.

Mailing Address: 2426 6th Street, Eureka, CA 95501
 Email: humboldt_elections@co.humboldt.ca.us

OFFICER TERMS EXPIRING IN 2026

Elections records indicate your board has officer terms that will expire in 2026. Please review the below information and make necessary corrections or notations. Candidate filing period is July 13-August 7, 2026.

Title	Incumbent	Term
Director	Douglas Bryan	4 yr
Director	Julie Lyon	4 yr
Director	Richard Landes	4 yr

DISTRICT PREFERENCES & CHANGES

Please provide the Office of Elections with the below information.

Candidacy

Who will pay for candidate statements? Circle one. **DISTRICT** **CANDIDATE**

Maximum word length for candidate statements. Circle one. **200 words** **400 words**

Tie Breaker

How will your district resolve a tie? Circle one. **BY LOT** **RUNOFF**

Boundary Changes

Has there been changes to district borders in the last two years? Circle one. **YES** **NO**
(If "YES", please return a new map with current district boundaries.)

 Signature

 Date

 Print Name & Title

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

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

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

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

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

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

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

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

The parties, therefore, agree as follows:

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

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

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

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

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

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


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

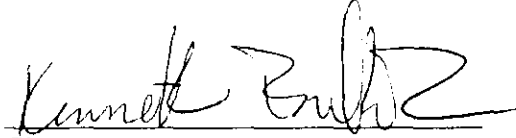
Entered into in Humboldt County, California on October 4, 2010.

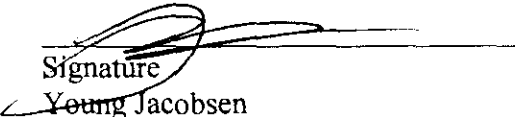
Garberville Sanitary District

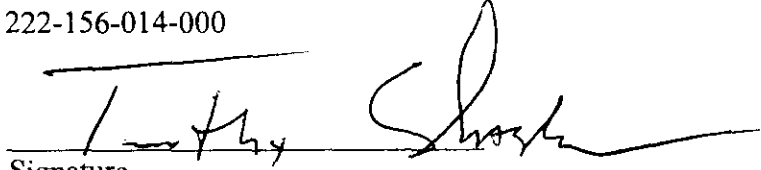
by 
P.O. Box 211, Garberville, CA 95542 by Mark Bryant, its Chief Administrative Officer

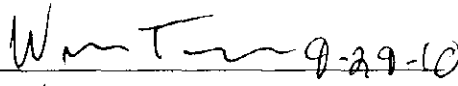
Property Owners



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


Signature
Kenneth Bullock
222-156-014-000


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


Signature
Timothy Shaskan
222-156-021-000


Signature
Wade Trabue
222-156-017-000


Signature
Ronda Trabue

Gary Mason

Signature
Gary Mason

222-156-018-000

Peter Connolly

Signature
Peter Connolly

222-156-019-000

Krista Mason 8-25-10

Signature
Krista Mason

Deborah Connolly 9-29-10

Signature
Deborah Connolly

ACKNOWLEDGMENT

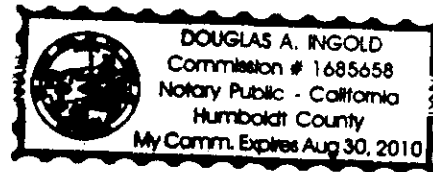
State of California
County of Humboldt

On March 25, 2010, before me, DOUGLAS A. INGOLD, Notary Public, personally appeared YOUNG JACOBSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity, and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Douglas A. Ingold (Seal)



ACKNOWLEDGMENT

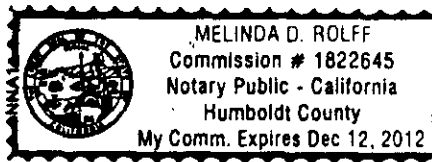
State of California
County of Humboldt

On April 5, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Timothy Shaskan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

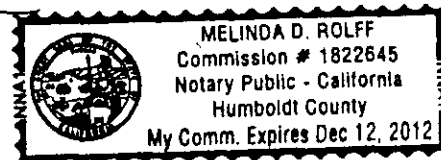
State of California
County of Humboldt

On May 25, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Kenneth Bullock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

State of California
County of Humboldt

On June 11, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Donna Dae Brisbin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

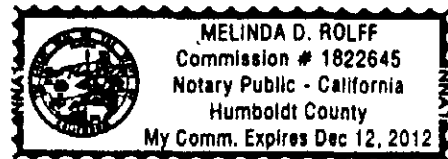
State of California
County of Humboldt

On June 22, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Peter Connolly who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

State of California
County of Humboldt

On July 2, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Gary Mason who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

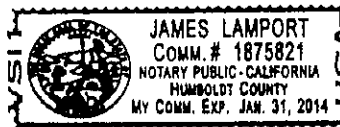
State of California
County of Humboldt

On AUGUST 25, 2010, before me, JAMES LAMPORT, Notary Public, personally appeared KRISTA MASON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature James Lamport (Seal)
JAMES LAMPORT



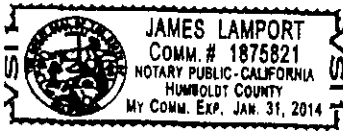
State of California }
County of Humboldt }

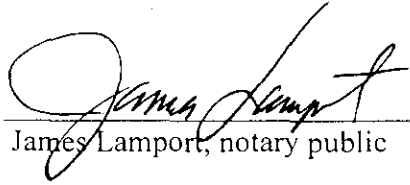
On September 29, 2010 before me, James Lamport, notary public, personally appeared
WADE TRABUE and RONDA TRABUE,
who proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
authorized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

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

WITNESS my hand and official seal.

(Seal)




James Lamport, notary public

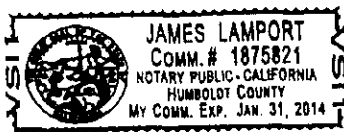
State of California }
County of Humboldt }

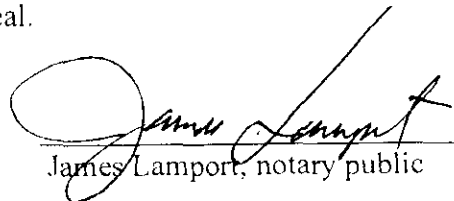
On September 29, 2010 before me, James Lamport, notary public, personally appeared
DEBORAH CONNELLY,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity,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

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

WITNESS my hand and official seal.

(Seal)




James Lamport, notary public

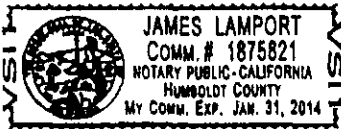
State of California }
County of Humboldt }

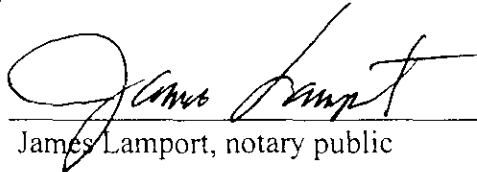
On October 4, 2010 before me, James Lamport, notary public, personally appeared
MARK BRYANT,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that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

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

WITNESS my hand and official seal.

(Seal)




James Lamport, notary public

After Recording Return to
Connick Creek Association
P.O. Box 36
Garberville, CA 95542

1998-2664-11
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder

Recorded by D INGOLD

Rec Fee 37.00

Clerk: MH Total: 37.00

Feb 2, 1998 at 11:29

CONFORMED COPY

RECORDING COVER PAGE FOR AGREEMENT BETWEEN THE GARBERVILLE
SANITARY DISTRICT AND CONNICK CREEK ASSOCIATION

AGREEMENT

This agreement is entered into on the date given below between the Garberville Sanitary District, known in this agreement as District, and Connick Creek Association, known in this agreement as Association.

District provides sanitation services including the collection, treatment and disposal of sewage for the community of Garberville, California. As part of its operation District purchases water from the Garberville Water Company, known in this agreement as GWC, and District owns and maintains a water line that extends from a location near the junction of Thomas Lane and Redwood Drive in Garberville to its sewer plant on the west side of the South Fork of the Eel River for the purpose of transporting the purchased water to its treatment facilities.

Association is an unincorporated association whose members consist of Gregory W. Terry and Kathleen P. Carmer, the sole owners of the property described in Schedule A commonly known as 201 Old Briceland Road, Garberville, California and which will upon completion of the subdivision now being processed consist of 8 five acre parcels of real property. Schedule A is attached hereto and incorporated herein by this reference. Association wishes to obtain water from GWC and to transport the water to the property owned by its members, and to utilize, for part of that distance, the water line owned by District.

District hereby agrees to allow Association to transport water through its water line subject to the following terms and conditions.

1. To accommodate the additional flow of water occasioned by the supply going to Association's members, the District's water line and facilities will need to be upgraded. The upgrade will consist of replacing the existing 5/8 inch line with a 1 and ½ inch line from the beginning point (the point where District obtains the water from GWC) to the terminus point (the point where the water line leaves the District property on the west side of the river). In addition Association will install a master meter and a shut off valve and a check valve at the terminus point. The upgrade will be done under the supervision and control of District which will approve all materials and all work. All costs of the upgrade including costs of design, labor and materials, and all costs to the District for supervision, inspection and administration including the cost of preparing this Agreement, shall be paid by Association. District shall remain the owner of this section of the water line.

2. Association will also pay all costs for the installation of the water line extending from the terminus point to the property owned by the Association's members. Association shall own this section of the water line and District shall bear no responsibility for the installation, maintenance, repair or replacement of this section of the water line.

3. The parties acknowledge that subsequent to this agreement and subsequent to the completion of the upgrade described above, the District's water line may be relocated in conjunction with the construction of a new bridge over the South Fork of the Eel River. If the District decides to relocate the water line in conjunction with the new bridge, Association agrees to share equally with the District the cost of the relocation for that portion of the waterline that is west of the river and the proposed bridge to the point where it connects with Association's waterline.

4. The District will maintain its water line from the beginning point to the terminus point. Association will pay half the costs the District incurs in maintaining, repairing, and if necessary, replacing this section of the water line. However, Association will pay all costs if the master meter, shut off or check valves at the terminus point have to be repaired or replaced.

5. District will pay for all water used by District and Association will pay for all water that leaves the terminus point and enters into that section of the water line owned and maintained the Association.

6. Association agrees that no property shall be served by the water line described in this agreement other than the District and the 8 parcels owned by the Association's members and such other parcels as may be governed by prior agreements made by District.

7. Responsibility for performance of Association's duties under this agreement including the responsibility to pay for upgrade described in paragraphs No. 1 and 3 above, the costs described in paragraph No. 4 above, and the obligation to pay for water under paragraph No. 5 above, shall be the responsibility of the Association and in addition of each owner of the 8 parcels, even if the costs were incurred prior to the date the owner purchased the property.

8. Expenses incurred by District under this agreement shall be billed to Association by District not more frequently than monthly nor less frequently than quarterly. Association shall pay the statement in full within thirty-days of billing. Should District determine that Association has failed to comply with the terms of this Agreement, it shall notify Association in writing of its intention to terminate this agreement and shall state the manner in which Association has breached the agreement. Should Association not come into compliance within sixty days of the notice having been sent, District may terminate the Agreement, and disconnect the water line at the

terminus point without further notice. Under emergency conditions--for example, a break in the Association's section of the water line--District may disconnect the water line at the terminus point without prior notice but shall permit reconnection once repair has been made by Association. Association may terminate this agreement by giving District a 90 day notice of termination and by paying District for all obligations incurred up to and including termination.

9. When executed this agreement shall be recorded in such a way as to be placed into the chain of title of each parcel of land described in Schedule "A". The agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

10. This agreement represents the entire agreement between the parties and may be modified only by a subsequent writing signed by the parties or their successors in interest.

11. Should litigation be commenced by one of the parties to enforce any term of this agreement the prevailing party shall be entitled to such attorneys' fees as the court should determine reasonable.

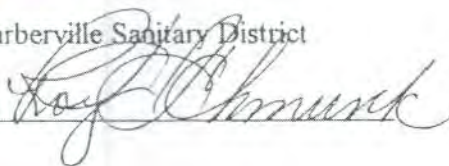
12. Notices sent to the addresses given below shall be considered properly sent unless a party has given the other a new address in writing prior to the date the notice was sent.

This agreement is entered into in Garberville, California on the 9 day of October, ~~August~~,

1997.

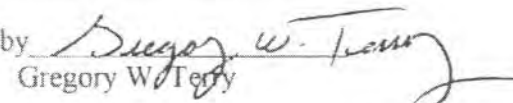
Garberville Sanitary District

by



Connick Creek Association

by


Gregory W. Terry

by


Kathleen P. Carmer

Address:

Box 215, Garberville, CA.

Address:

P.O. Box 36

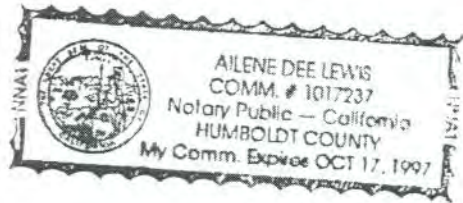
ACKNOWLEDGMENT

State of California
County of Humboldt

On October 9, 1997 before me, Ailene Dee Lewis, a notary public in
and for said State personally appeared ~~Greg W. Terry and Kathleen~~
P. Carmer, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacity and that by their signatures on the instrument
the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Ailene Dee Lewis



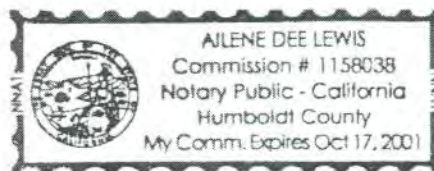
ACKNOWLEDGMENT

State of California
County of Humboldt

On January 22, 1998, ~~1997~~ before me Aleene Dee Lewis, a notary public in
and for said State personally appeared Roy Schunk, ~~Greg W. Terry and Kathleen~~
~~P. Carmer~~, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be
the persons whose names ^{is} are subscribed to the within instrument and acknowledged to me that
they executed the same in ^{his} their authorized capacity and that by ^{his} their signatures on the instrument
the persons, or the entities ^{is} upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Aleene Dee Lewis



SCHEDULE A

The land referred to in this report is situated in the State of California, County of Humboldt, and is described as follows:

PARCEL ONE

The Southwest Quarter of the Southeast Quarter of Section 23 in Township 4 South of Range 3 East of Humboldt Meridian.

PARCEL TWO

ALSO COMMENCING at the quarter section corner of the South line of said Section 23;
and running thence North along the quarter section line, 670.4 feet;
thence South 72 degrees 30 minutes West, 440 feet;
thence Southeasterly to a point on the South line of said Section 23, which is 280 feet Westerly from said South quarter section corner;
and thence Easterly along the South line of the section, 280 feet, more or less, to the place of beginning.

PARCEL THREE

A non-exclusive easement for ingress, egress, and public and private utilities for residential and agricultural purposes, over the existing road from the Briceland County Road to the South boundary of said land, including the bridge over Connick Creek in and over a strip of land 50 feet in width, the centerline of which is described as follows:

BEGINNING at a point on the centerline of BRICELAND ROAD, which bears South 937.84 feet and East 593.18 feet from the quarter section corner common to Sections 23 and 26, Township 4 South, Range 3 East, Humboldt Meridian;
thence North 13 degrees 00 minutes 00 seconds East, 17.23 feet;
thence along a curve to the left with a radius of 60.00 feet, through an angle of 63 degrees 32 minutes 00 seconds for a distance of 66.53 feet;
thence North 50 degrees 32 minutes 00 seconds West, 20.97 feet;
thence along a curve to the right, with a radius of 80.00 feet, through an angle of 36 degrees 42 minutes 00 seconds for a distance of 51.24 feet;
thence North 13 degrees 50 minutes 00 seconds West, 57.39 feet;

SCHEDULE A (continued)

PARCEL THREE (continued)

thence along a curve to the left, with a radius of 600.00 feet, through an angle of 1 degree 58 minutes 30 seconds for a distance of 20.68 feet;
thence North 11 degrees 51 minutes 30 seconds West, 103.11 feet;
thence along a curve to the left, with a radius of 50.00 feet, through an angle of 114 degrees 02 minutes 00 seconds for a distance of 99.51 feet;
thence South 54 degrees 06 minutes 30 seconds West, 156.56 feet;
thence along a curve to the left with a radius of 125.00 feet, through an angle of 13 degrees 35 minutes 00 seconds for a distance of 29.63 feet;
thence South 40 degrees 31 minutes 30 seconds West, 80.05 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 52 degrees 10 minutes 30 seconds for a distance of 91.06 feet;
thence North 87 degrees 18 minutes 00 seconds West, 139.20 feet;
thence along a curve to the left with a radius of 250.00 feet through an angle of 4 degrees 35 minutes 15 seconds for a distance of 20.02 feet;
thence South 88 degrees 06 minutes 45 seconds West, 84.80 feet;
thence along a curve to the right with a radius of 100.00 feet, through an angle of 39 degrees 01 minute 45 seconds for a distance of 68.12 feet;
thence North 52 degrees 51 minutes 30 seconds West, 98.29 feet;
thence along a curve to the right with a radius of 100.00 feet, through an angle of 28 degrees 53 minutes 30 seconds for a distance of 50.43 feet;
thence North 23 degrees 58 minutes 00 seconds West, 64.64 feet;
thence along a curve to the right with a radius of 300.00 feet, through an angle of 6 degrees 35 minutes 30 seconds for a distance of 34.51 feet;
thence North 17 degrees 22 minutes 30 seconds West, 67.42 feet;
thence along a curve to the right with a radius of 60.00 feet through an angle of 162 degrees 58 minutes 00 seconds for a distance of 170.66 feet;
thence South 34 degrees 24 minutes 30 seconds East, 5.71 feet;
thence along a curve to the left with a radius of 70.00 feet, through an angle of 129 degrees 28 minutes 00 seconds for a distance of 158.17 feet;

SCHEDULE A (continued)

PARCEL THREE (continued)

thence North 16 degrees 07 minutes 30 seconds East, 38.09 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 33 degrees 42 minutes 00 seconds, for a distance of 58.82 feet;
thence North 49 degrees 49 minutes 30 seconds East, 31.79 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 20 degrees 36 minutes 00 seconds for a distance of 35.95 feet;
thence North 70 degrees 25 minutes 30 seconds East, 65.65 feet;
thence along a curve to the left, with a radius of 100.00 feet, through an angle of 48 degrees 56 minutes 00 seconds, for a distance of 85.40 feet;
thence North 21 degrees 29 minutes 30 seconds East, 130.95 feet;
thence along a curve to the right, with a radius of 550.00 feet, through an angle of 5 degrees 13 minutes 00 seconds, for a distance of 50.08 feet;
thence North 26 degrees 42 minutes 30 seconds East, 102.61 feet, to the South line of said Section 23.

PARCEL FOUR

The non-exclusive right to use in common with others, the existing road running in a Northerly direction from said lands to the County Road and the Summer Bridge across the Eel River. This right is subject to the terms of an agreement between Velma V. Marshall and Donna Dae Brisbin, being the same as conveyed to Gregory N. Terry, et ux, in deed recorded November 6, 1990, as Recorder's File No. 1990-27131-6.

PARCEL FIVE

The right to take and use water from the following sources of water:

- a) A spring on land now owned by DONNA DAE BRISBIN located as follows:

At a point North 15 degrees 30 minutes West, 1,580 feet from the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 South, Range 3 East, Humboldt Meridian, together with the right to lay and maintain a pipeline from said spring to the Southwest Quarter of the Southeast Quarter of said Section 23.

SCHEDULE A (continued)

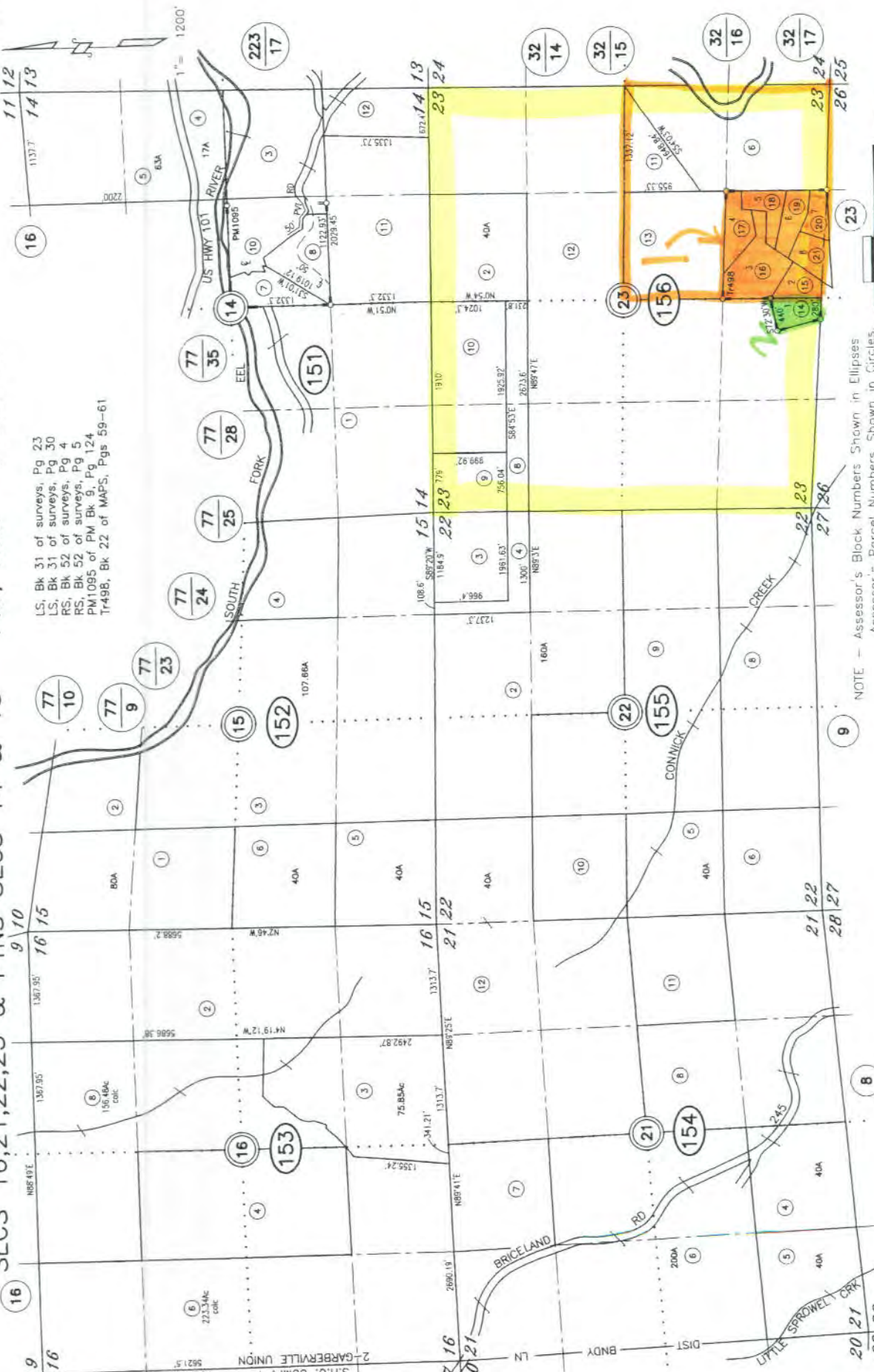
PARCEL FIVE (continued)

- b) One-half of Grantor's right to take water from the site near Eel River on property owned by Pancoast lying to the East of the Tario property, as set forth in a Grant of Easement recorded November 29, 1968 in Volume 983, Official Records of Humboldt County, page 245.

Being the same as conveyed to Gregory W. Terry, et ux, in deed recorded November 6, 1990, as Recorder's File No, 1990-27131-6.

EB/ch

SECS 16, 21, 22, 23 & PTNS SECS 14 & 15 T4S, R3E H.B. & M. 222-15



LS, Bk 31 of surveys, Pg 23
 LS, Bk 31 of surveys, Pg 30
 RS, Bk 52 of surveys, Pg 4
 RS, Bk 52 of surveys, Pg 5
 PM1095 of PM Bk 5, Pg 124
 Tr498, Bk 22 of MAPS, Pgs 59-61

ASSASSOR'S PARCEL MAP
 1. THIS MAP WAS PREPARED FOR
 2. NO LIABILITY IS ASSUMED FOR
 3. ASSASSOR'S PARCELS ONLY
 4. THE ACCURACY OF THE DATA SHOWN
 5. THIS MAP WITH LOCAL LOT-AND-BLOCK
 6. OR PLANNING SITE DEVELOPMENTS

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles
 Assessor's Map Bk. 222, Pg. 15
 County of Humboldt, CA.

300' 600' 1200'
 1/4 Mar 10, 2011



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

Connick Creek Water Service

February 28, 2022

Connick Creek Customers,

Once again it has been brought to my attention that your water has been turned off because of a water leak that has not been repaired, so I have included the water service contract for Connick Creek, so you can understand who is responsible for water service.

- 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 water leak, the water will be turned off to Connick Creek because we cant 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 until now but he will no longer be paying this overage, so somebody or all of you must decide who is paying for the additional water usage each month.**
- 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.**

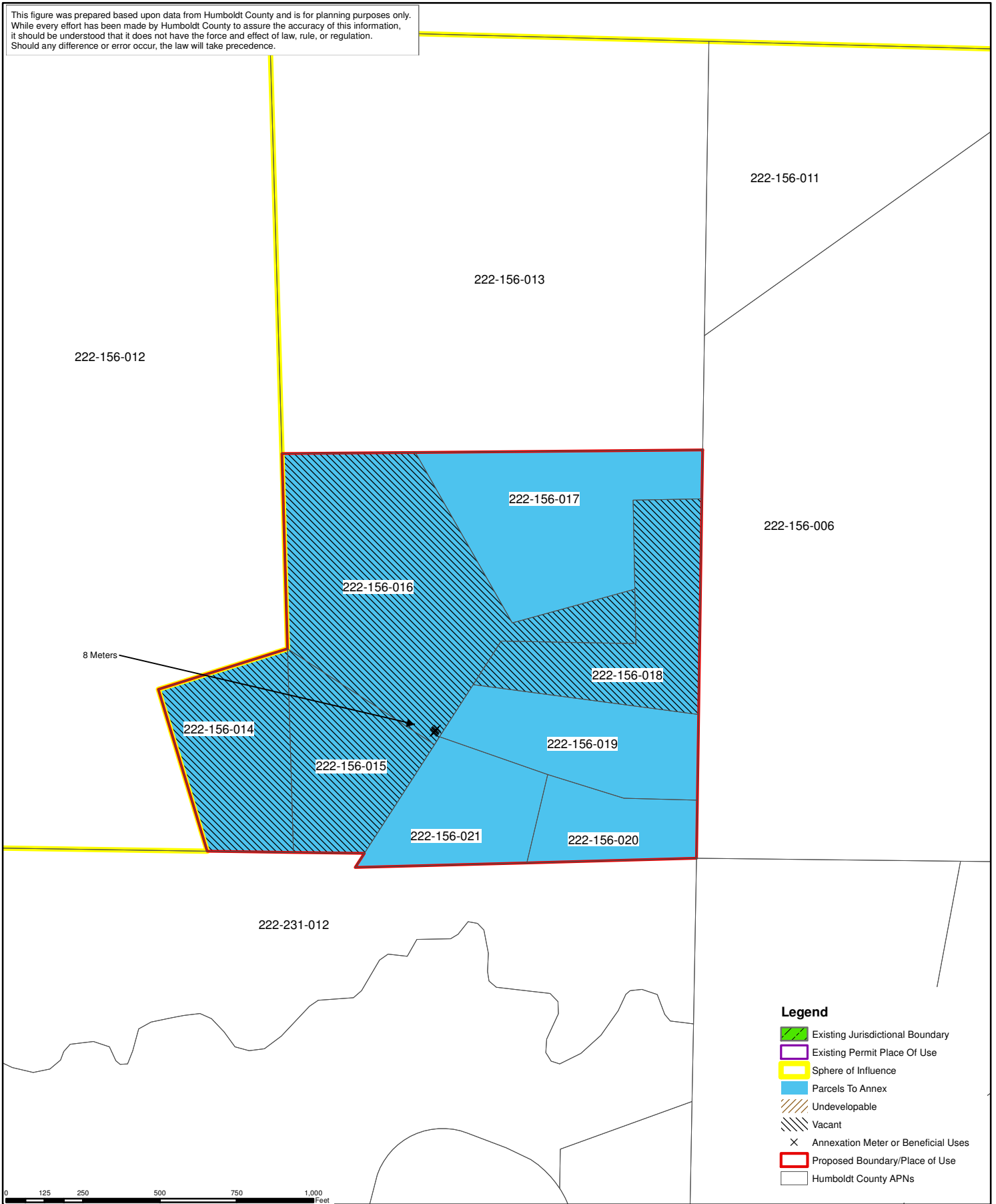
I do not care how you decide to address these issues but the water will be turned off if water overage is not paid and leaks are not fixed.

I am willing to meet with you to find a solution to these matters but this is your responsibility and property, so GSD has no authority with an area outside of District boundaries, like Connick Creek.










Ralph Emerson

General Manager

This figure was prepared based upon data from Humboldt County and is for planning purposes only. While every effort has been made by Humboldt County to assure the accuracy of this information, it should be understood that it does not have the force and effect of law, rule, or regulation. Should any difference or error occur, the law will take precedence.



Legend

-  Existing Jurisdictional Boundary
-  Existing Permit Place Of Use
-  Sphere of Influence
-  Parcels To Annex
-  Undevelopable
-  Vacant
-  Annexation Meter or Beneficial Uses
-  Proposed Boundary/Place of Use
-  Humboldt County APNs



**Annexation Project
Final Initial Study / MND**

Garberville Sanitary District (707) 923-9566

**Annexation Area
Connick Creek Subdivision**

SCALE:
1:5,000

DRAWN BY:
J. SHORT

DATE:
09/09/2013

Figure
6f



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

Ralph,

Regarding this situation, and in anticipation of a call you and I will have on the subject, my reading is as follows:

1. Association allocates the overage internally. The individual Association property owners (on "their side" of the master meter) can agree among themselves how to split overages: equal shares, pro rata by metered use, by frontage/parcel, or charged to the owner tied to the leak if identifiable. The 2022 GSD letter strongly suggests this is what GSD expects the owners to do.

2. GSD and the owners amend or restate the contract to add an overage-allocation rule. Because the recorded 2010 agreement says amendments must be in a writing signed by the District and all then-owners of the involved properties, a binding new agreement will be necessary if GSD wants enforceable clarity regarding overage allocation and/or collection against individual owners.

3. If no one pays, GSD may shut off water. That is stated directly in the 2022 letter. So even if allocation is disputed, the documents support GSD taking the position that continued service depends on the overage being paid and leaks being fixed.

If overages exist between the master meter and the members' meters, GSD can bill the Association for that total discrepancy and require payment, but the current documents do not clearly give GSD a built-in mechanism to force a specific allocation among the members. That is why GSD's letter pushes for a new agreement addressing overages, and that agreement is not forthcoming based on your message, correct?

Anyway, let's discuss further handling. I have several questions about current billing practices and overage collections under the existing contract.

THE MITCHELL LAW FIRM, LLP

Russell S. Gans

THE MITCHELL LAW FIRM, LLP

**Ralph Emerson
General Manager**

Garberville Sanitary District

ARTICLE 7 - GENERAL USE REGULATIONS

Sec 7.1 Water Waste. No customer shall knowingly permit leaks. Where water is wastefully or negligently used on customer premises. **Customers must notify GSD of any leaks that are observed, so Field staff can make appropriate repairs. seriously affecting the general service,** The District may discontinue **the** service if such conditions are not corrected within five (5) business days after giving the customer written notice.

Sec 7.2 Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of **rendering providing** water service shall remain the property of the District and may be maintained, replaced, or repaired by the District without consent or interference of the owner or occupant of the property. The property owner **will be responsible for any damage to GSD equipment and they will reimburse all costs incurred by the District to make required repairs. shall use reasonable care in the protection of the facilities.**

Sec 7.3 Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities or equipment when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter.

The District shall be reimbursed by the customer or property owner for any such damage **promptly on presentation of a bill. to District equipment.** Failure to pay for damages or enter into a payment plan with G.S.D., may result in termination of water/sewer service along with being subject to legal recourse.

Updated 01/25/2024 as per Resolution 24-001 adopted 01/23/2024

Sec 7.3a D Water-Sewer Pipe Damage and Responsibility. The District is not responsible for damage to water/sewer pipes on private property and will not enter property for inspection without approval from property owner/tenant and General Manager. When District employees assist a customer on private property, they will not be responsible for damage, now or in the future. No work will be performed on public/private property without completing and approved liability/damage waiver.

Updated 11/15/2023 as per Resolution 23-013 adopted 11/14/2023

RESOLUTION 26-004

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT AUTHORIZING A CHANGE TO THE WATER ORDINANCE ARTICLE 7-GENERAL USE REGULATIONS

SEC 7.1 – 7.3a

- A. **WHEREAS,** the Board of Directors of the Garberville Sanitary District, has determined that Sec 7.1 – Sec 7.3a needs to be updated to comply with current requirements and responsibilities.
- B. **WHEREAS,** Customers must notify Garberville Sanitary District office personnel when leaks or damage to water/wastewater system is observed.
- C. **WHEREAS,** The Customer is responsible for any damages they create on GSD equipment, meters, or pipes and they are responsible for damages on their property or after leaving the water meter.
- D. **WHEREAS,** Any damages to GSD equipment, property, water meters or pipes will be paid by the customer promptly after receiving an invoice.
- E. **WHEREAS,** When reimbursement has not be made for damages, the amount due will be added to water/service charges or will be collected through legal action if not paid.

ARTICLE 7 - GENERAL USE REGULATIONS

Sec 7.1 Water Waste. No customer shall knowingly permit leaks. Where water is wastefully or negligently used on customer premises. Customers must notify GSD of any leaks that are observed, so Field staff can make appropriate repairs. The District may discontinue service if such conditions are not corrected within five (5) business days after giving the customer written notice.

Sec 7.2 Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of providing water service shall remain the property of the District and may be maintained, replaced, or repaired by the District without consent or interference of the owner or occupant of the property. The property owner will be responsible for any damage to GSD equipment and they will reimburse all costs incurred by the District to make required repairs.

Sec 7.3 Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities or equipment when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter. The District shall be reimbursed by the customer or property owner for any such damage to District equipment. Failure to pay for damages or enter into a payment plan with G.S.D., may result in termination of water/sewer service along with being subject to legal recourse.

Sec 7.3a D Water-Sewer Pipe Damage and Responsibility. The District is not responsible for damage to water/sewer pipes on private property and will not enter property for inspection without approval from property owner/tenant and General Manager. When District employees assist a customer on private property, they will not be responsible for damage, now or in the future. No work will be performed on public/private property without completing and approved liability/damage waiver.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT DOES HEREBY APPROVE RESOLUTION 26-004, APPROVING CHANGES TO WATER/WASTEWATER ORDINANCE GENERAL USE REGULATIONS SEC. 7.1—7.3.a

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF APRIL 2026, BY THE FOLLOWING ROLL CALL VOTE

AYES:

NOES:

ABSTAIN:

ABSENT:

Doug Bryan—Board Chairperson

ATTEST:

Ralph Emerson, Board Secretary

Sec 15.9 Agricultural Water Use:

1. Agricultural Water Use Requirements a. Any person requesting treated potable water for a commercial agricultural business will be required to submit an application at the District office. This application will include the agricultural product, the operational plan, a site map, any permit required by the County and a \$150 handling and inspection fee. This application will be renewed annually, or commercial agricultural water use will be denied.
- b. This application will include the name and contact information of the owner and tenant of the property as well as the address of property and estimated gallons of water to be used monthly.
- c. A GSD new and separate approved water meter and a connection fee will be required for every approved new commercial agricultural business or farm and all approved applicants will pay an additional base rate and water usage fee.
- d. In the event that Garberville Sanitary District faces drought conditions, infrastructure deficiencies or limitation on the approved diversion rate, the agricultural water will be turned off, to ensure adequate water for residential use and human consumption.
- e. All commercial agricultural operations which request water will have their WATER ORDINANCE 42 01/25/2024 L.S. property inspected by the General Manager or designee, at which time the infrastructure will be evaluated to ensure that it is capable of handling the increased water volume.

f. In the event the infrastructure is not adequate for the increased volume of water, an agreement will be made with the commercial agricultural business to upgrade the infrastructure or work with the District to do so before the application will be approved.

g. When an infrastructure upgrade is required but the commercial agricultural business will not pay for or participate in upgrading the infrastructure, the application will be denied. Any commercial agricultural business will be required to comply with all requirements listed below.

h. Commercial Agricultural customers will be required to show a water catchment plan that collects water during the winter months while preparing for high demand summer months.

i. A reconciliation report will be required annually to compare projections with actual water use and efficiency.

j. Customers with a Non-Commercial agricultural or personal water use other than for residential, may purchase an additional water meter with new connection fee and this meter will be billed at the lower commercial **agriculture** rate.

k. A non-commercial agriculture meter will be under the same restrictions as with commercial agriculture and subject to disconnection during drought conditions or emergencies

l. Customers who discontinue service for off-season growing or for non-use, will have service charge options.

1) Have ag-water meter removed and lose connection fee

- 2) Reduce base rate to \$50/month when there is no consumption but rate will return to full price if any water passes through water meter**
- 3) Any customer who takes advantage of this discount must seek request in writing at the District office, at which time the property will be inspected for possible approval.**