

GARBERVILLE SANITARY DISTRICT  
BOARD OF DIRECTORS

AGENDA  
REGULAR BUSINESS MEETING

Location: Garberville Sanitary District Office  
919 Redwood Dr. Garberville, CA

Date: January 27, 2014

Time: 4:00 P.M.

Posted: January 23, 2014

4:00 p.m. Tour of the New Water Treatment Plant

I. CALL TO ORDER

II. The following Board member may join the meeting from the following location:

Bill Stewart  
6260 Meadowstone Dr. Santa Rosa, CA 95409

III. ROLL CALL

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

IV. 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

V. 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.*

## **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 December 2014 Regular Business Meeting Minutes
2. Approval of the December 2014 Financials will be presented at meeting
3. Plant, Systems and Safety Report
4. Correspondence  
    Notice of Surface Water Shortage and Potential for Curtailment of  
    Water Right Diversions for 2015

### **Motion to Approve Consent Agenda**

## **VII. ACTION and/or DISCUSSION ITEMS**

1. **Gyppo Ale Mill**  
    Review Agreement - approve or table
  
2. **Drinking Water Project**  
    GM verbal status of project. No Action Needed.
  
3. **Annexation**  
    No New Information.
  
4. **Alderpoint Road Water Tank**  
    GM verbal on status of project - No Action Needed
  
5. **Drought Contingency Plan Adoption Resolution No.15-001**  
    Adoption of the Drought Contingency Plan Ordinance 1.8a In GSD  
    Water Ordinance #1
  
6. **New Employee / Part Time**  
    Review agreement - Verbal report - GM
  
7. **First Reading of Ordinance No. 2015-01**  
    AN ORDINANCE 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  
    UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND  
    ALTERNATIVE BIDDING PRODEDURES

**8. Southern Humboldt Community Park**  
Discussion / Action - GM report

**VIII. ITEMS FOR NEXT BOARD MEETING**

**IX. ADJOURNMENT OF MEETING**

Next Board Meeting February 24, 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](mailto:remerson@garbervillesd.org)

## GENERAL MANAGER REPORT

Date: January 27, 2015

Negotiations are taking place to execute a conditional letter of completion because most work has been completed and we can't justify retaining money from services provided and work completed. We are however holding some money back to insure malfunctioning equipment is repaired and alarm issues are eliminated per staff approval.

Alder Point tank replacement bid invitation went into the paper on January 25<sup>th</sup> and we will be advertising with media, Contractors Exchange, LACO web site, GSD web site and personally.

I have received another bid for the temporary tank replacement piping and will be awarding the contract this week.

I was contacted by Kathryn Labato who represents the park and we are working on an agreement which will allow GSD staff to access the SWTP without fear of being locked in and also keep unapproved people out of the park in an unsupervised area. I have sent my e-mail response to all of you and will continue working with Kathryn and John Finley for a satisfactory resolution to their concerns.

John Rogers contacted me from RCSD about Gyppo Ale and was inquiring whether the GSD Board would authorize an out of district service agreement with Gyppo Ale because he wanted to recommend servicing them with water if we would accept the brewery wastewater. I told him that through my research, I have found no reason why we shouldn't enter into a service agreement as long as the water met our loading requirements and I felt our contract protected the District from any non-compliance which results in termination of the contract.

I was contacted by Kent Scown with the local fire department about some fire hydrants which do not work; creating a safety concern. We met as staff about this and will be meeting with Kent about which Hydrants were most important and how we can work together to repair these hydrants.

I am working on a part-time position which will give back up to the field staff and to the office as needed. This position would be limited to less than 25 hours per week and only used when a need arises. A position like this would give full time employees assistance when needed along with backup when staff is on days off or unavailable.

Respectfully Submitted:

Ralph Emerson

GARBERVILLE SANITARY DISTRICT  
BOARD MEETING MINUTES  
December 30, 2014

**CALL TO ORDER:**

Chairperson Anderson called the, December 30, 2014 Regular Business Meeting, of the Garberville Sanitary District Board of Directors to order at 5:05 P.M at the Garberville Sanitary District Business Office.

**ROLL CALL:**

Present: Rio Anderson, Linda Brodersen, and Doug Bryan  
Absent: Bill Stewart

**STAFF / MEDIA**

Present: Ralph Emerson, Tina Stillwell, Ron Copenhafer, Dan Arreguin, Dennis Ryan, Jennie Short, by phone  
Media: Sandy Feretto (Redwood Times), Keith Easthouse (The Independent)  
Public: Kristin Vogel, Julie Peacock, Josh Monschke

**BOARD MEMBER OR COMMITTEE REPORT**

Directors' Reports

- A. Rio Anderson - **No Report**
- B. Linda Brodersen - **No Report**
- C. Bill Stewart - **Absent**
- D. Doug Bryan - **No Report**

**General Manager's Report: Emerson will report each item in the Action/ Discussion Section**

**PUBLIC COMMENT:**

**No Comments**

**CONSENT AGENDA:**

1. Approval of October 2014 Regular Business Meeting Minutes.
2. Approval of November 13, 2014 Special Meeting Minutes.
3. Approval of the October and November 2014 Financials
4. Plant, Systems, and Safety Report

**Director Brodersen made a motion to approve the consent agenda. Director Bryan seconded the motion. The motion was passed by unanimous vote.**

**ACTION / DISCUSSION ITEMS:**

**1. Annexation Project**

Short gave a brief report that the district attorney created an agreement amendment to correct the parcel number listed in the Connick Creek agreement. She said that the property owner reviewed it and is in the process of getting the signatures needed. Should be on the next agenda for Board approval and LAFCo is ready to sign off on the annexation as soon as they receive a copy of this correction.

**2. District Budget Review:**

**General Manager Emerson gave a brief explanation that this was a revised edition of the budget, showing some history and language changes to make it easier to**

understand. Emerson reported on the capital projects section, explaining the water line repair at the Wallen Road Tank Site. Emerson explained about the Hillcrest Drive waterline and that the paving being part of the Drinking Water Project. He thought that the waterline should be upgraded before the paving was done.

Short asked the Board if in the areas that we know we will run over budget did they want to adjust the budget or carry as a negative. The Board chose to leave amounts with no adjustments thru out the year.

### **3. Gyppo Ale Mill**

#### **Update on brewery**

Emerson gave a brief overview of the Gyppo Ale Mill topic. He gave an overview of the BOD produced by the brewery. He said that he is investigating accepting the brewery wastewater but wanted to make sure there is no negative impact on the GSD system.

The brewery will have to pre-treat and test their wastewater prior to GSD accepting it. Emerson needs more time to review the funding agreement for any restrictions that may prevent the district from accepting the wastewater.

Director Brodersen asked with the new apartments in Garberville and accepting the brewery wastewater, would that put GSD over capacity. Emerson and Copenhafer both replied that it would not. Copenhafer said that we were at about 40% capacity. Emerson said that if he finds no restriction in the funding agreement or permit and no negative impact on GSD's system he recommends at the next meeting to enter into a contract with the brewery if they get the water from RCSD. If they don't meet the requirements the district will not take the wastewater.

### **4. Drinking Water Project**

Emerson said the plant has been running for approximately three months and there is still numerous problems. He is trying to get the engineers, contractor, and subcontractors to work together and fix these problem. Brodersen asked about the wall. Emerson said the wall is holding. He said a walk through could be scheduled soon. Brodersen asked if these problems were under warranty. Project inspector Ryan said that GSD is trying to hold them to that.

### **5. Alderpoint Road Tank Update:**

Emerson reported that the plans have been received and we are ready to put it out for bid by next board meeting. He wants to start construction in March or April.

Emerson said that he has two bids for the installation of the temporary tank to stop the loss of water. He said that two other contractors had not submitted a bid yet. The board agreed to have Emerson give the other two contractors two weeks to get their bids in and to present them at the next board meeting. The board will approve the bid and the work on installing the temporary tank. He also said he would have the cost per gallon to treat water at the next meeting.

### **6. Drought Planning Update and Discussion**

**Second reading of the Drought Contingency Plan Ordinance 1.8a in the GSD Water Ordinance #1**

The board agreed to approve at the next meeting and also to set up a committee meeting.

### **7. Alderpoint Road Tank – Exposed Line Repair**

Emerson reported that the repair is completed.

**8. Approval of the June 30, 2014 Annual Year End Financial Audit.**

Director Brodersen asked for a large debt flow chart of the loans and when they are due so they can see it visually for cash flow planning. Director Bryan asked about acknowledging that the district is following the GAAP. Stillwell referred the recommendation letter showing that the district is following the GAAP. Chair Anderson asked for a motion to approve the June 30, 2014 Financial Audit. Director Brodersen made a motion to approve the June 30, 2014 Financial Audit. Director Bryan seconded the motion. The motion was passed by unanimous vote.

**9. Selection of Officers**

Brodersen nominated Anderson for Chairperson Bryan seconded. Anderson motioned Bryan for Vice Chair Brodersen seconded. Anderson made a motion for Brodersen to be Treasurer Bryan Seconded.

Anderson – Chairperson  
Bryan – Vice-Chair Person  
Brodersen – Treasurer  
Stewart – Director

Emerson finished his managers report concerning cleaning the water tank and the well on miller street. He said that we received quite a few applications and will hold interviews. He reported on the trees that fell down at the wastewater plant. There was damage to the fence in two locations and minor damage to the building. It has been turned into the insurance provider. Dave Winter project is on hold until John Neill can do the job.

**10. Items For Next Meeting**

Brewery  
Annexation  
Alderpoint Road Tank  
Drought Ordinance  
Drinking Water Project  
Employee / New Part Time

**11. A Tour of the New Water Treatment Plant will be at 4:00 pm on January 27, 2015**

**12. Adjournment of Meeting**

Chair Anderson adjourned the meeting at 6:20 pm

**ITEMS FOR NEXT BOARD MEETING**

Update on Brewery  
Update on Water Project  
Update on Annexation  
Update on Alderpoint Road Tank  
2<sup>nd</sup> reading of Drought Contingency Plan Ordinance 1.8a  
Update on Employee Contract Negotiation

**ADJOURNMENT OF MEETING:**

Next Meeting November 25, 2014 at 5:00 pm

Chair Anderson adjourned the meeting at 6:15 p.m.

Respectfully Submitted,

Tina Stillwell





# GARBERVILLE SANITARY DISTRICT

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

Date: 01/27/15  
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

## State Water Resources Control Board

January 23, 2015

### NOTICE OF SURFACE WATER SHORTAGE AND POTENTIAL FOR CURTAILMENT OF WATER RIGHT DIVERSIONS FOR 2015

In January 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for drought conditions. The State Water Resources Control Board (State Water Board), responsible for administering California's water rights system, took a number of key actions to provide for an orderly allocation of much reduced water supplies. These actions included the curtailment of more than 9,000 water rights due to lack of supply. As the drought emergency continues, it appears that supplies this year could be just as limited or more so, if dry weather conditions persist.

The purpose of this notice is to advise all water right holders that if hydrologic conditions do not significantly improve in the next several months, the State Water Board will once again begin notifying water right holders in critically dry watersheds of the requirement to limit or stop diversions of water under their water right, based on their priority. The right to divert surface water in California is based on the type of right being claimed and when the right was initiated. In times of drought and limited supply, the most recent ("junior") right holder is the first to discontinue use. Some more senior riparian and pre-1914 water right holders can also receive a notice to stop diverting water based on their priority or limitation of natural flow. Released stored water is not natural flow, and is not available for diversion unless covered by contractual agreement.

If you are in a water short area, you should be looking into additional conservation measures and alternative water supplies for your water needs. Planting and planning decisions should be made in light of possible curtailment of junior rights. We encourage you to subscribe to the State Water Board's electronic notification updates, as this is the mechanism that will be used to provide drought information, analysis of conditions by watershed and if needed, curtailment information regarding your water right. You may subscribe at:  
[http://www.waterboards.ca.gov/resources/email\\_subscriptions/swrcb\\_subscribe.shtml](http://www.waterboards.ca.gov/resources/email_subscriptions/swrcb_subscribe.shtml) (select Water Rights and then Drought Updates).

Information on forecasted supply and demand for select watersheds will be updated and posted on the State Water Board's drought webpage by the end of January. To learn more about how water rights work, please view the fact sheet posted at:  
[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/faq.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/faq.shtml) .

Complaints to report illegal diversions, harm to senior water rights holders or adverse impacts to public trust resources can be submitted through the CalEPA Environmental Complaint website at:  
[http://www.dtsc.ca.gov/database/CalEPA\\_Complaint/index.cfm](http://www.dtsc.ca.gov/database/CalEPA_Complaint/index.cfm).

We hope that significant precipitation occurs in the next few months and the need to curtail water diversions is unnecessary. However, this notice is to encourage you to plan ahead. Whether you are a water right holder or a residential or business customer of a water service provider, all of California's water users are urged to conserve and use water wisely. For more information on the drought and the State Water Board actions, go to:  
[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/index.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/index.shtml).

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

# GYPPO ALE BREWERY

## **WASTEWATER TREATMENT SERVICE AGREEMENT**

This Wastewater Treatment Service Agreement (this “Agreement”), is made and entered into this \_\_\_\_\_ day \_\_\_\_\_ month, 2015, by and between the Garberville Sanitary District, a California Sanitary District (“GSD” or “District”), and \_\_\_\_\_, as the operator of the Gyppo Ale Mill (hereinafter referred to as “GAM”). Where collective reference is intended, GSD and GAM are hereinafter referred to as the “Parties”.

### **Recitals**

- A. WHEREAS, GSD operates a wastewater treatment plant at/near Garberville, California (the “WWTP”);
- B. WHEREAS, GAM intends to construct and operate a brewery and eatery in at/near Redway, California (address: \_\_\_\_\_), and brew beer (the “GAM Brewery”);
- C. WHEREAS, the GAM Brewery is located within the jurisdictional boundaries of the Redway Community Services District (“RCSD”), a California Community Services District;
- D. WHEREAS, RCSD has agreed and will serve and treat all grey and blackwater generated in connection with the restaurant/eatery and kitchen facility at the GAM Brewery, but lacks the capacity and facilities to adequately treat the wastewater generated by GAM in connection with beer fermentation and brewing operations (the “GAM Brewing Wastewater”);
- E. WHEREAS, GAM has requested that GSD accept and treat the GAM Brewing Wastewater generated at its Redway facility, subject to GAM’s obligation to ship/truck the Wastewater to GSD’s Garberville facility and pay GSD treatment service fees, as stated in this Agreement;
- F. WHEREAS, GSD sought the approval of the Humboldt Local Area Formation Commission (“LAFCo”) prior to entering this Agreement, and LAFCo’s consent and concurrence that providing the service is a permissible service, compliant with limitations on the provision of services contained in the California Government Code;
- G. WHEREAS, at the regularly scheduled meeting conducted by LAFCo on December 17, 2014, LAFCo concurred that the treatment of GAM Brewing Wastewater by GSD is permissible, and not violative of restrictions on the provision of extraterritorial services since all treatment activities will occur within existing GSD service boundaries; and

H. WHEREAS, GSD is willing to accept and treat the GAM Brewing Wastewater subject to GAM's compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, incorporating the foregoing Recitals of fact, the Parties hereby agree as follows:

**Agreement**

**1.0 Scope of Services Contracted for and Provided.**

1.1 Scope of Services.

In compliance with all the terms and conditions of this Agreement, the District agrees to accept GAM Brewery Wastewater from the GAM facility in Redway (but no other facilities) if, and only if, it meets the standards set forth in this Agreement. GAM will be solely responsible for delivering GAM Brewery Wastewater to the District's facilities, at GAM's sole cost and expense. At all times during the term of this Agreement, GSD will have the right to refuse deliveries of GAM Brewery Wastewater, in GSD's complete and sole discretion, when GSD lacks the capacity to accept GAM Brewery Wastewater and/or deems the quality of GAM Brewery Wastewater improper for deposit in the GSD wastewater treatment system. The District will work with GAM in an effort to coordinate disposal times and acceptable volumes of GAM Brewery Wastewater. GSD shall retain exclusive discretion to accept or reject GAM Brewery Wastewater at all times during the term of this Agreement, and any determination by GSD to reject GAM Brewery Wastewater deliveries shall not be subject to challenge by GAM, nor in any way constitute a breach or violation of this Agreement by GSD. GSD shall have complete and exclusive discretion to determine what volumes, if any, of GAM Brewery Wastewater the GSD Wastewater treatment facility can accept, and the timing of deliveries.

1.2 GAM Brewery Wastewater Pre-Treatment.

GAM agrees to pre-treat GAM Brewery Wastewater as needed, and to perform weekly water samples and provide sample water results from a certified laboratory to GSD, at GAM's sole cost and expense. GAM shall be solely responsible for any and all costs and expenses, of every type and nature, associated with any required GAM Brewery Wastewater pre-treatment, sampling, laboratory testing, and disposal transport and discharge into the GSD system and for payment of any and all handling and treatment fees, as the same may be adjusted from time to time as stated in this Agreement.

1.3 Compliance with Garberville Sanitary District Requirements and Regulatory Laws.

GAM agrees that it shall observe all Ordinances, Resolutions, Rules and Regulations prescribed by GSD, now and in the future, regarding the wastewater creation and discharge, as well as all laws, rules, statutes, regulations and orders established by the California State Water Resources Control Board ("WRCB"), the Northern California Regional Water Quality Control Board and all federal, state and other regulatory agencies having jurisdiction over the production, treatment and discharge of wastewater.

#### 1.4 Licenses, Permits and Fees.

GAM will be solely responsible to procure and pay all costs and expenses associated with any and all permits, licenses, taxes or fees required to dispose of GAM Brewery Wastewater into the GSD wastewater collection system.

#### 2.0 Handling Fees and Rates

2.1 If and when the District agrees to accept delivery of a given quantity and quality of GAM Brewery Wastewater into the GSD wastewater collection system, GSD will assume the responsibility for handling and treatment once the GAM Brewery Wastewater actually enters the collection system. GAM will pay GSD a handling fee associated with all GAM Brewery Wastewater actually accepted by GSD as follows:

2.1.1 The fee per each accepted load of GAM Brewery Wastewater shall be a \$50.00 inspection fee per load, a \$34.99 sewer base rate fee per load and charges equal to \$5.51 per unit (748gallons=1 unit) for each unit of GAM Brewery Wastewater. All fees are subject to review periodically by GSD and may be adjusted by GSD, in its complete and sole discretion, based on the estimated cost to treat GAM Brewery Wastewater. If GAM disagrees with any adjusted fees set by GSD under this Agreement, GAM sole remedy will be to cease deliveries to GSD and terminate this Agreement in accord with Section 4, below.

#### 3.0 Limits on Particulates in GAM Brewery Wastewater

3.1 There are limits as identified through research and by the Northern California Regional Water Board which will constitute the initial standard for all GAM Brewery Wastewater proposed for delivery to GSD under this Agreement. The initial limits are listed as follows:

Biochemical Oxygen Demand (BOD): 100- 3,000ppm  
Total Suspended Solids (TSS): 100-1,500ppm  
PH: 5-10

GSD shall have the right to require additional standards applicable to GAM Brewery Wastewater prior to accepting delivery, in GSD's sole discretion.

3.2 If at any time the GSD limits (as the same may be increased from time to time) set forth in Section 3.1, above, cannot be met, there will be no disposing of GAM Brewery Wastewater into the GSD system until such time those limits (and/or newly imposed requirements) are satisfied. Laboratory reports shall be emailed or

delivered to the District in a timely manner for verification of water sampling results.

- 3.2 Acceptance of GAM Brewery Wastewater will occur only when authorized by the District and during times set by District staff while District staff are physically present.
- 3.3 All payments for disposal of GAM Brewery Wastewater will be made within 10 days after receipt of the GSD invoice and if payment isn't timely received no additional GAM Brewery Wastewater deliveries will be considered by acceptance by GSD until all past due payments are current.

**4.0 Termination of Contract.**

GSD and GAM agree that either party may terminate this Agreement by provision of 60 days written notice to the other party at the following notice addresses (notice will be deemed delivered at the time deposited in the United States Mail):

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

GAM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5.0 Operations.**

GAM shall conduct its operations in an expedient, timely, economical, safe and workmanlike manner, satisfactory to representatives of GSD and in compliance with the specifications set forth by such representatives GSD.

**6.0 Inspections/Records.**

GSD may inspect GAM's operations with respect to the generation and delivery of GAM Brewery Wastewater at any time and for any purpose, and shall have the right to inspect GAM's records at any reasonable time, as they may pertain to this Agreement.

**7.0 Insurance.**

- (a) Provided by GAM. GAM and its contractor(s) shall, throughout the life of this Agreement, carry and maintain, at GAM's expense, insuring GAM's activities both on the GAM site and at all times during the GAM Brewery Wastewater delivery and discharge process, the following insurances:

(1) Commercial General Liability coverage extended to include Contractual and Completed Operations, providing Bodily Injury and Property Damage Liability coverage (with respect to automobiles and exposures other than automobiles) with a Combined Single Limit of **\$1,000,000 on any one occurrence.**

(2) Commercial Automobile Liability coverage providing Bodily Injury and Property Damage Liability coverage with a Combined Single Limit of \$1,000,000 on any one occurrence.

(3) If contracting party has employees GAM must supply evidence of Statutory Workers' Compensation insurance covering Contractor's employees as required by law. Such coverage shall also provide Coverage B, Employers' Liability limits of at least \$1,000,000/\$1,000,000/\$1,000,000.

Prior to performance under this Agreement, GAM and its subcontractor(s) shall furnish GSD certificate(s) of insurance from an insurer satisfactory to GSD evidencing compliance with the provisions of this Section, and shall contain the following provisions:

(i) Such insurances shall not be canceled or materially altered without first giving thirty (30) days' written notice to GSD;

(ii) Such insurances shall be primary to any owned by GSD;

**(iii) With respects to subparagraphs (1) and (2) above, GSD shall be named as an additional insured for operations arising out of this Agreement, and;**

**(iv) With respects to subparagraphs (1) and (2) above, Insurance certificate(s) must be accompanied by the Insurance Company's endorsement form.**

The foregoing insurances may expressly exclude exposures not incidental to or arising out of GSD's performances under this Agreement.

## **8.0 GAM Warranties.**

GAM warrants that it shall perform all obligations under this Agreement in full compliance with all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the Clean



Air Act 42 U.S.C. Section 7401 et seq. and any rule, regulation, order or decree enacted pursuant to any of the above.

**9.0. Indemnification of GSD.**

GAM agrees to indemnify and save harmless GSD and its properties and officers, employees, agents, directors, contractors, licensees and insurance companies (in this section included in the term “GSD”) from any and all costs, expenses, damages, liens, charges, claims, demands or liabilities whatsoever (in this section referred to collectively as a “Claim”) arising out of or in any manner connected with or resulting from GAM’s operations or those of its servants, employees, independent contractors and assigns, and which is not attributable to the sole active negligence of GSD, which may be asserted by any third party whomsoever, including, but not limited to GAM’s employees and contractors. GAM shall, at GAM’s own cost and expense, defend GSD against any and all actions, suits or other legal proceedings that may be brought or instituted against GSD on any such Claim or demand or at GSD’s option indemnify GSD for all costs of defense incurred by GSD, including actual attorneys’ fees incurred in such defense including appeals or settlement offers. GAM shall further pay or satisfy any judgment or decree that may be rendered against GSD in any such actions, suit or legal proceedings.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**Garberville Sanitary District**

By: \_\_\_\_\_

Its: Board President

By: \_\_\_\_\_

Its: Board Secretary

**Gyppo Ale Mill (“GAM”), a \_\_\_\_\_**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

# DROUGHT CONTINGENCY PLAN

## 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



# GARBERVILLE SANITARY DISTRICT

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

## **RESOLUTION NO. 15-001**

### **ADOPTION OF THE GARBERVILLE SANITARY DISTRICT DROUGHT CONTINGENCY PLAN**

WHEREAS, the Garberville Sanitary District is experiencing drought conditions along with other areas of the State of California; and

WHEREAS, the Garberville Sanitary District recognizes that the amount of water available to the public water systems and its water customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the Drought Task Force has developed a Drought Contingency Plan; and

WHEREAS, as the State Water Resources Control Board approved an emergency regulation to ensure water agencies and their customers increase water conservation; and

WHEREAS, in the best interests of the Garberville Sanitary District and all water system customers, it is necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought emergencies;

THEREFORE BE IT RESOLVED, that the Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the Garberville Sanitary District; and

BE IT FURTHER RESOLVED, that the General Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan; and

BE IT FURTHER RESOLVED, that the Drought Task Force consisting of its current membership, and other staff deemed necessary to carry out the duties detailed in the Drought Contingency Plan, shall remain in effect to assist and support the implementation of the Drought Contingency Plan; and

BE IT FURTHER RESOLVED that the Drought Task Force will report to the Garberville Sanitary District Board, and will keep the Board informed of the current drought conditions.

CERTIFICATION

This is to certify that the above resolution was adopted at the Garberville Sanitary District Board meeting on January 27, 2015.

The Resolution was adopted by the following vote:

Aye:	Directors	-----
No:	Directors	-----
Abstained:	Directors	-----
Absent:	Directors	-----

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Soran Anderson, Chairperson

ATTEST:

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Tina Stillwell, Board Clerk

# EMPLOYMENT AGREEMENT

**Garberville Sanitary District**  
**PO Box 211**  
**919 Redwood dr.**  
**Garberville, CA. 95542**  
**Office(707)923-9566 Fax(707)923-3130**  
[remerson@garbervillesd.org](mailto:remerson@garbervillesd.org)

## **REGULAR PART TIME EMPLOYEE**

### **Job Description:**

This part-time position will work no more than 24 hours per week and be paid at the laborer's rate of \$15/hr with no benefits (no health insurance, retirement, etc.) or other compensation. This at-will position will work under the direction of the General Manager or designee and may be eliminated at any time without cause or prior notification.

### **Job Requirements:**

The person holding this position will be required to read water meters, perform physical tasks, , perform miscellaneous office work or anything which doesn't require a license, certification or training. In addition to the ability to perform the physical labor related duties assigned, the ideal applicant will also be able to be trained to obtain certification and/or other qualifications which will allow for potential advanced placement by GSD in the future.

**Ralph Emerson**

**General Manager**  
**Garberville Sanitary District**

# ORDINANCE 2015-1





# GARBERVILLE SANITARY DISTRICT

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

## ORDINANCE NO. ~~2015-1~~

Deleted: 14.5

AN ORDINANCE 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  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT  
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 Ordinance 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 Ordinance 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 20800 to 20806 to regarding public works construction projects for both water and sewer facilities; (iii) Public Contracts Code Sections 22000 to 22045 regarding the Uniform Construction Cost Accounting Procedures; (iv) Government Code Section 4526 regarding professional services; (v) Labor Code requirements for prevailing wages; and (vi) 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 \$500** - The General Manager shall ensure that the District pays fair prices and receives commensurate value for amounts expended.
2. **\$501 - 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. Uniform Public Construction Cost Accounting Act Adopted.

The Board hereby adopts the California Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 *et seq.*) for the purpose of prescribing regulations governing contracts awarded by the District for public projects. However, nothing contained herein shall preclude the District from utilizing more restrictive procedures if and when required by federal or state law, or when federal or state funds are involved in the contract to be awarded and the funding agency requires more restrictive procedures.

B. 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.

C. 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 **fifteen thousand dollars (\$15,000.00) or less** may be performed by District employees by force account, by negotiated contractor by purchase order. The contract or purchase order for contracts over \$15,000 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.

D. 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 (C)(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 (C)(2) above shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, 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 fifteen 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 shall be unlawful to split or separate into smaller work orders or projects any project 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 Districts 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 sudden, 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 Ordinance shall become effective thirty (30) days after adoption.

The foregoing Ordinance No. 2015-~~1~~ was introduced on January 27, 2015, and adopted on roll call on \_\_\_\_\_, by the following vote: Deleted: ??

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

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

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

\_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Tina Stillwell  
Clerk of Board of Directors