



**Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
4584 Fieldbrook Road, Fieldbrook CA 95519**

Tuesday, October 26, 2021

Fieldbrook Fire Hall & Teleconference, 7:30 PM
AGENDA

A. Roll Call

The Presiding officer will call the meeting to order, and the clerk will call the roll of members to determine the presence of a quorum.

In accordance with the Governor's Executive Orders N-25-20 and N-29-20 SCSD Board of Directors shall conduct the district's business via teleconference. This meeting may be accessed by using the following call-in number: 1- 669-900-9128. When prompted enter the meeting i.d. 849 0788 5446. Please submit public comments in writing 24 hours ahead of the meeting, if possible.

B. Agenda Modification

The Board may adopt/revise the order of the agenda as presented.

C. Public Comments

Regularly scheduled meetings provide an opportunity for members of the public to directly address the FGCSO Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board's jurisdiction. No action will be taken on non-agenda items.

D. Reports

- 1.1 Wastewater Report
- 1.2 District Engineer Report
 - 1.2.1 Muni Meeting report
 - 1.2.2 Anker Tank Replacement project report`
- 1.3 Fire Chief Report
 - 1.3.1 Call/Incident report
- 1.4 Safety Report (10/04/2021)
- 1.5 General Manager Report
- 1.6 Director Reports

E. Consent Agenda

The Board will approve the following items by a single vote unless any member of the Board or public requests an item be removed and considered separately.

Tuesday, August 24, 2021

AGENDA

Approval of Minutes

2.1 Regular Board Meeting, September 28, 2021.

Correspondence

3.1 From: HBMWD, Ordinance 16 annual wholesale adjustment.

Financial Reports

4.1 Interfund Transfers, \$94,736.99

4.2 Check/EFT Payments, (#6619-6649) \$94,960.18

4.3 Payroll, \$3,162.36.

4.4 General Journal Entries, #520

4.5 General Manager Reimbursement, Adobe software & Laser Ink (\$680.68)

4.6 Related Party, Central Avenue Service (\$316.16).

F. Business Items Action/Information

5.1 Quarterly budget adjustments and financial reports. Action.

5.2 Annual wastewater dry weather flow report. Action.

5.3 Board Policy 2015 Asset Protection and Fraud. Action.

5.4 Board Policy 2110 Budget Preparation. Action.

5.5 Retain Mitchell Law Firm, Attorney-Client Agreement. Action.

G. Public Hearings

6.1 None.

H. Closed Session

7.1 None.

I. Future Agenda Items

8.1 Receive audit for fiscal year 2021. November.

J. Adjournment/Announcements

9.1 Next regular meeting, November 16, 2021.

Notice regarding the Americans with Disabilities Act: The District adheres to the Americans with Disabilities Act. Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the FGCSB Board of Directors have the right to have the decision reviewed by a State Court.

Safety Meeting

Date of Meeting: 10/4/21 Leader Name: [Signature]

Instructions:

- a. Fill in the date of the meeting and the name of the safety meeting leader.
- b. Have all safety meeting participants sign this roster.
(Copy this form if more pages are needed.)
- c. File this roster and the associated documents as outlined in the Leader Discussion Guide.

Name (print)

Name (signature)

1.	<u>Tom Spadano</u>	<u>[Signature]</u>
2.	<u>FRANK BUSCH</u>	<u>[Signature]</u>
3.	<u>JOHN BRACKLOW</u>	<u>[Signature]</u>
4.	<u>Cam Appleton</u>	<u>[Signature]</u>
5.	<u>Esther Kilian</u>	<u>[Signature]</u>
6.	<u>Geneva Bottger</u>	<u>[Signature]</u>
7.	<u>Jessy Miller</u>	<u>[Signature]</u>
8.	<u>Chris Appleton</u>	<u>[Signature]</u>
9.	<u>Rich Gresson</u>	<u>[Signature]</u>
10.	<u>Dan Oram</u>	<u>[Signature]</u>
11.	<u>Joe Mello</u>	<u>[Signature]</u>
12.	<u>BRANDON ANDERSON</u>	<u>[Signature]</u>
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Attachments: 1. Leader Discussion Guide 2. Safety Meeting Booklet



Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
4584 Fieldbrook Road, Fieldbrook CA 95519

Tuesday, September 28, 2021

Fieldbrook Fire Hall & Teleconference, 7:30 PM
AGENDA

A. Roll Call

President Roy Sheppard called the meeting to order at 7:30PM. Board members present were Vice-President Starr Kilian, Director Richard Grissom, Director Jason Garlick (via teleconference for first 15 minutes arrived at meeting 7:45 PM), and Director Janet Miller. District Engineers Rebecca Crow and Hannah Gidanian were absent. Fire Chief Jack Sheppard was present, Sewer Technician Grant Weaver arrived at 7:50 PM, and General Manager Richard Hanger was present.

B. Agenda Modification

No modifications.

C. Public Comments

No comments.

D. Reports

1.1 Wastewater Report

Sewer Technician Grant Weaver reported an overnight stay at pump station #2 due to a damaged float, part is ordered, parts for the rebuild of a pump for station #2 have arrived and it is anticipated the rebuild will be completed by Industrial Electric in October. GRS will hydro flush the mainline along Glendale Drive and Hooven & Company will complete the manhole sealing project when the water table reaches an appropriate level.

1.2 District Engineer Report – absent.

1.2.1 Muni Meeting report

1.2.2 Anker Tank Replacement project report`

1.3 Fire Chief Report

1.3.1 Call/Incident report

Fire Chief Jack Sheppard reported the following call outs: 4 medical, 3 auto-aid, 1 fire, 1 cancelled, and 1 public assist. Documents are being uploaded to prepare for ISO (insurance) audit. The command truck is being outfitted with graphics, lights, radio, and iPad. The 2021 Cal Fire grant application has been approved (action item 5.1).

Meeting Materials may be accessed at:

<https://fieldbrookglendalecsd.specialdistrict.org/board-meetings>

Tuesday, September 28, 2021

AGENDA

- 1.4 Safety Report – *received and filed.*
- 1.5 General Manager Report – *no additional reports.*
- 1.6 Director Reports – *no reports.*

E. Consent Agenda

The Board will approve the following items by a single vote unless any member of the Board or public requests an item be removed and considered separately.

Approval of Minutes

- 2.1 Regular Board Meeting, July 27, 2021.

Correspondence

- 3.1 From: HBMWD, Ordinance 16 annual wholesale adjustment.

Financial Reports

- 4.1 Interfund Transfers, \$74,689.25
- 4.2 Check/EFT Payments, (#6595-6618), \$82,650.95
- 4.3 Payroll, \$4,083.42.
- 4.4 General Journal Entries (517-519, 503/R).
- 4.5 General Manager Reimbursement, Office expenses, \$686.48.
- 4.6 Bad Debt, Acct# 172001 - \$1,501.10, Acct# 171002 - \$415.74.
- 4.7 HC Warrant Request, Fire Fund, \$45,000.

Director Janet Miller moved to approve the consent agenda as presented. Director Richard Grissom seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

F. Business Items Action/Information

- 5.1 Resolution 2021-05, Approving Cal Fire Grant 7GF21041. Action.

Director Richard Grissom moved to approve the resolution 2021-5 as presented. Director Richard Grissom seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

- 5.2 Draft Management Discussion and Analysis for F/Y 2021. Discussion.
General Manager Richard Hanger presented for discussion. No action was taken.

- 5.3 Board Policy 1055 – Legislative Advocacy. Action.

Notice regarding the Americans with Disabilities Act: The District adheres to the Americans with Disabilities Act. Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the FGCS Board of Directors have the right to have the decision reviewed by a State Court.

Tuesday, September 28, 2021

AGENDA

Director Richard Grissom moved to approve board policy 1055 - Legislative Advocacy as presented. Director Jason Garlick seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

5.4 Board Policy 1060 – Digital Signature. Action.

Director Jason Garlick moved to approve board policy 1060 – Digital Signature as presented. Director Richard Grissom seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

5.5 Board Policy 2100 – Accounts Receivable. Action.

Director Richard Grissom moved to approve board policy 2100 – Accounts Receivable as presented. Director Janet Miller seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

5.6 Service request, Edwards – 2333 Fieldbrook Rd., Acct#2840.01

Director Richard Grissom moved to deny the reconnection request for Edwards – 2333 Fieldbrook Rd., based on Ordinance 91-1, section 13.08 – Water Service Reconnection. Director Jason Garlick seconded the motion. The motion carried with Sheppard, Kilian, Grissom, Garlick, and Miller voting aye.

G. Public Hearings

6.1 None.

H. Closed Session

7.1 None.

I. Future Agenda Items

8.1 . Quarterly financial statements and budget adjustments. October.

8.2 . Annual Dry Weather Sewer Report. October.

8.3 . Retain Legal Counsel. October.

J. Adjournment/Announcements

9.1 Next regular meeting, October 26, 2021.

Notice regarding the Americans with Disabilities Act: The District adheres to the Americans with Disabilities Act. Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the FGCSB Board of Directors have the right to have the decision reviewed by a State Court.

Tuesday, September 28, 2021

AGENDA

Meeting adjourned at 8:36 PM.

Respectfully submitted,

Richard Hanger
Secretary to the Board

Starr Kilian
Vice-President

Attachments

CCCU fund transfer

Initialed disbursement register

Notice regarding the Americans with Disabilities Act: The District adheres to the Americans with Disabilities Act. Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the FGCSB Board of Directors have the right to have the decision reviewed by a State Court.



**Fieldbrook Glendale
Community Services District**
water · sewer · fire

**REGULAR MEETING OF THE
BOARD OF DIRECTORS**

October 26, 2021

Coast Central Credit Union
2650 Harrison Avenue
Eureka, CA 95501-3259

Please transfer the following

From: Business Liquid Asset Account \$ 94,736.99
To: Water Checking \$ 94,736.99

October Reconciliation	
Check Register	\$ 94,960.18
#6619-6649	\$ 90,889.09
Other Deposit	\$ 4,071.09
	\$ -
Transfer Totals	\$ (94,736.99)
Anker Tank Project	\$ 16,652.08
Fire	\$ 4,980.40
Sewer	\$ 29,382.03
Water	\$ 43,722.48
Reduce Water Transfe	\$ -
Gross Pay	\$ 3,162.36
<Net Pay>	\$ (2,413.93)
Empr. Taxes	\$ 244.89
Adjustments	
EDD	\$ (202.55)
EDD	\$ (24.20)
IRS	\$ (939.76)
Reissue Chk#6583	\$ (50.00)
Verizon	\$ -
AT&T	
Reconciliation	\$ (94,960.18)
Balance	\$ (0.00)

Fieldbrook Glendale Community Services District
Interfund Activity Report
As of October 26, 2021

Type	Date	Num	Name	Account	Class	Amount
Anker Tank Replacement						
Bill	09/30/2021	380-0...	Anker ...	5810.10 · Phase 1b (Phase 1b)	Enterprise:...	230.13
Bill	09/30/2021	380-0...	Anker ...	5810.10 · Phase 1b (Phase 1b)	Enterprise:...	12,729.06
Bill	09/30/2021	380-0...	Anker ...	5810.10 · Phase 1b (Phase 1b)	Enterprise:...	2,965.39
Bill	09/30/2021	380-0...	Anker ...	5810.99 · 100-HMGP Grant Mngmnt Supp...	Enterprise:...	472.50
Total Anker Tank Replacement						16,397.08
Interfund Expenses/Fire						
Bill	09/29/2021	Sept ...	Interfu...	5345 · Internet Service (Internet Service)	Fire Depart...	163.50
Bill	09/29/2021	707-8...	Interfu...	5310 · Telephone (Telephone)	Fire Depart...	117.39
Bill	09/30/2021	CL 21...	Interfu...	5365 · Fuel Expenses (Fuel Expenses)	Fire Depart...	142.68
Bill	09/30/2021	1563-...	Interfu...	5320 · Electric (Electric)	Fire Depart...	166.62
Bill	09/30/2021	Sept ...	Interfu...	5335 · Water (Water)	Fire Depart...	50.51
Bill	10/01/2021	Acrob...	Interfu...	5550.01 · Small Equipment (Small Equipm...	Fire Depart...	59.96
Bill	10/04/2021	893	Interfu...	5400.10 · Trucks (Trucks)	Fire Depart...	1,470.00
Bill	10/05/2021	707-8...	Interfu...	5310 · Telephone (Telephone)	Fire Depart...	116.55
Bill	10/08/2021	Amzo...	Interfu...	5390.01 · Office Supplies (Supplies (paper,...	Fire Depart...	166.93
Bill	10/08/2021	THL-...	Interfu...	5700 · Licenses & Fees	Fire Depart...	300.00
Bill	10/19/2021	Oct 2...	Interfu...	5075 · Chief Expenses - Fire (Chief Expens...	Fire Depart...	50.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Fire Depart...	136.88
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Fire Depart...	0.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Fire Depart...	8.49
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Fire Depart...	1.98
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Fire Depart...	0.00
Bill	10/20/2021	P1-66...	Interfu...	5390.02 · Office Software (Software licens...	Fire Depart...	2.00
Total Interfund Expenses/Fire						2,953.49
Interfund Expenses/Sewer						
Check	09/30/2021	E-Pay	Interfu...	5625.01 · Bank Fees (Bank Fees)	Enterprise:...	16.13
Bill	09/30/2021	0006...	Interfu...	5020 · Purchased Sewer Services (Purcha...	Enterprise:...	12,333.17
Bill	09/30/2021	0006...	Interfu...	5020 · Purchased Sewer Services (Purcha...	Enterprise:...	60.49
Bill	09/30/2021	0213-...	Interfu...	5320 · Electric (Electric)	Enterprise:...	96.34
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	408.63
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	323.76
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	2,312.95
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	82.52
Bill	09/30/2021	59959	Interfu...	5625.02 · Merchant Fees (Merchant Fees)	Enterprise:...	74.98
Bill	09/30/2021	0912-...	Interfu...	5320 · Electric (Electric)	Enterprise:...	474.04
Bill	09/30/2021	380-0...	Interfu...	5121 · Engineering Expenses	Enterprise:...	2,078.75
Bill	09/30/2021	380-0...	Interfu...	5121 · Engineering Expenses	Enterprise:...	85.50
Bill	10/01/2021	Acrob...	Interfu...	5550.01 · Small Equipment (Small Equipm...	Enterprise:...	59.96
Bill	10/08/2021	Amzo...	Interfu...	5390.01 · Office Supplies (Supplies (paper,...	Enterprise:...	166.94
Paycheck	10/20/2021	6647	Interfu...	6560 · Payroll Expenses	Enterprise:...	184.86
Paycheck	10/20/2021	6647	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.19
Paycheck	10/20/2021	6647	Interfu...	6560 · Payroll Expenses	Enterprise:...	11.47
Paycheck	10/20/2021	6647	Interfu...	6560 · Payroll Expenses	Enterprise:...	2.68
Paycheck	10/20/2021	6647	Interfu...	6560 · Payroll Expenses	Enterprise:...	2.77
Paycheck	10/20/2021	6648	Interfu...	6560 · Payroll Expenses	Enterprise:...	924.30
Paycheck	10/20/2021	6648	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Paycheck	10/20/2021	6648	Interfu...	6560 · Payroll Expenses	Enterprise:...	57.31
Paycheck	10/20/2021	6648	Interfu...	6560 · Payroll Expenses	Enterprise:...	13.40
Paycheck	10/20/2021	6648	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	958.16
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	59.41
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	13.89
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Bill	10/20/2021	P1-66...	Interfu...	5390.02 · Office Software (Software licens...	Enterprise:...	4.00
Total Interfund Expenses/Sewer						20,806.60

Fieldbrook Glendale Community Services District
Interfund Activity Report
As of October 26, 2021

Type	Date	Num	Name	Account	Class	Amount
Interfund Expenses/Water						
Check	09/30/2021	E-Pay	Interfu...	5625.01 · Bank Fees (Bank Fees)	Enterprise:...	23.87
Bill	09/30/2021	9923-...	Interfu...	5320 · Electric (Electric)	Enterprise:...	57.51
Bill	09/30/2021	0097-...	Interfu...	5320 · Electric (Electric)	Enterprise:...	29.41
Bill	09/30/2021	7997-...	Interfu...	5320 · Electric (Electric)	Enterprise:...	1,579.16
Bill	09/30/2021	Sept 21	Interfu...	5010 · Purchased Water (Purchased Water)	Enterprise:...	940.84
Bill	09/30/2021	Sept 21	Interfu...	5010 · Purchased Water (Purchased Water)	Enterprise:...	12,507.40
Bill	09/30/2021	Sept 21	Interfu...	5010 · Purchased Water (Purchased Water)	Enterprise:...	2,317.56
Bill	09/30/2021	Sept 21	Interfu...	5010 · Purchased Water (Purchased Water)	Enterprise:...	724.55
Bill	09/30/2021	Sept 21	Interfu...	5010 · Purchased Water (Purchased Water)	Enterprise:...	-5.75
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	633.05
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	501.57
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	3,583.26
Bill	09/30/2021	Sept ...	Interfu...	5110.1 · HBMWD Admin & Billing (HBMW...	Enterprise:...	127.85
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	10,821.78
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	1,512.19
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	380.00
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	273.29
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	38.68
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	570.28
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	56.25
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	111.37
Bill	09/30/2021	Sept ...	Interfu...	5400.01 · Line Repairs Maintenance (Line ...	Enterprise:...	3,130.66
Bill	09/30/2021	Sept ...	Interfu...	5110.2 · HBMWD - Maintenance & Operati...	Enterprise:...	951.87
Bill	09/30/2021	59959	Interfu...	5625.02 · Merchant Fees (Merchant Fees)	Enterprise:...	110.98
Bill	09/30/2021	380-0...	Interfu...	5121 · Engineering Expenses	Enterprise:...	625.00
Bill	09/30/2021	380-0...	Interfu...	5121 · Engineering Expenses	Enterprise:...	49.50
Bill	10/01/2021	Acrob...	Interfu...	5390.02 · Office Software (Software licens...	Enterprise:...	59.96
Bill	10/08/2021	Amzo...	Interfu...	5390.01 · Office Supplies (Supplies (paper,...	Enterprise:...	166.93
Bill	10/19/2021	Oct 2...	Interfu...	5070 · Directors' Fees - Water (Directors' F...	Enterprise:...	50.00
Bill	10/19/2021	Oct 2...	Interfu...	5070 · Directors' Fees - Water (Directors' F...	Enterprise:...	50.00
Bill	10/19/2021	Oct 2...	Interfu...	5070 · Directors' Fees - Water (Directors' F...	Enterprise:...	50.00
Bill	10/19/2021	Oct 2...	Interfu...	5070 · Directors' Fees - Water (Directors' F...	Enterprise:...	50.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	958.16
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	59.40
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	13.90
Paycheck	10/20/2021	6649	Interfu...	6560 · Payroll Expenses	Enterprise:...	0.00
Bill	10/20/2021	P1-66...	Interfu...	5390.02 · Office Software (Software licens...	Enterprise:...	2.00
Total Interfund Expenses/Water						43,162.48
TOTAL						83,319.65

Fieldbrook Glendale Community Services District
Interfund Activity Report
As of October 26, 2021

Balance

255.00	
485.13	
13,214.19	
16,179.58	
16,652.08	
<hr/>	
16,652.08	
2,026.91	
2,190.41	
2,307.80	
2,450.48	
2,617.10	
2,667.61	
2,727.57	
4,197.57	
4,314.12	
4,481.05	
4,781.05	
4,831.05	
4,967.93	
4,967.93	
4,976.42	
4,978.40	
4,978.40	
4,980.40	
<hr/>	
4,980.40	
8,575.43	
8,591.56	
20,924.73	
20,985.22	
21,081.56	
21,490.19	
21,813.95	
24,126.90	
24,209.42	
24,284.40	
24,758.44	
26,837.19	
26,922.69	
26,982.65	
27,149.59	
27,334.45	
27,334.64	
27,346.11	
27,348.79	
27,351.56	
28,275.86	
28,275.86	
28,333.17	
28,346.57	
28,346.57	
29,304.73	
29,304.73	
29,364.14	
29,378.03	
29,378.03	
29,382.03	
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29,382.03	

Fieldbrook Glendale Community Services District
Interfund Activity Report
As of October 26, 2021

Balance

560.00
583.87
641.38
670.79
2,249.95
3,190.79
15,698.19
18,015.75
18,740.30
18,734.55
19,367.60
19,869.17
23,452.43
23,580.28
34,402.06
35,914.25
36,294.25
36,567.54
36,606.22
37,176.50
37,232.75
37,344.12
40,474.78
41,426.65
41,537.63
42,162.63
42,212.13
42,272.09
42,439.02
42,489.02
42,539.02
42,589.02
42,639.02
42,689.02
43,647.18
43,647.18
43,706.58
43,720.48
43,720.48
43,722.48

43,722.48

94,736.99

Fieldbrook Glendale Community Services District
Check Register for this Month
September 29 through October 26, 2021

Type	Date	Num	Name	Amount
1000 · Coast Central Credit Un.				
1012 · General Fund Checking (All Funds)				
1015 · Water Dept Checking (Water Dept Checking)				
Bill Pmt -Check	09/29/2021	6619	AT&T	-117.39
Bill Pmt -Check	09/29/2021	6620	Eureka Humboldt Fire...	-319.21
Bill Pmt -Check	09/29/2021	6621	Sudden Link	-163.50
Liability Check	09/29/2021	E-pay	EDD	-202.55
Liability Check	09/29/2021	E-pay	EDD	-24.20
Liability Check	09/29/2021	E-pay	United States Treasury	-939.76
Payment	09/30/2021		Fieldbrook Customer -...	4,071.09
Check	09/30/2021	E-Pay	Coast Central Credit ...	-40.00
Bill Pmt -Check	10/01/2021	E-Pay	Verizon	-105.42
Bill Pmt -Check	10/04/2021	E-Pay	XPress Bill Pay	-185.96
Bill Pmt -Check	10/05/2021	6622	GHD, Inc	-15,924.58
Bill Pmt -Check	10/05/2021	6623	PG&E	-349.88
Bill Pmt -Check	10/05/2021	6624	Valley Pacific	-142.68
Bill Pmt -Check	10/08/2021	6625	Cascade Fire Equipm...	-1,770.80
Bill Pmt -Check	10/08/2021	6626	Central Avenue Servic...	-316.16
Bill Pmt -Check	10/08/2021	6627	City of Arcata	-12,393.66
Bill Pmt -Check	10/08/2021	6628	Fieldbrook Glendale C...	-50.51
Bill Pmt -Check	10/08/2021	6629	Humboldt Bay Munici...	-16,484.60
Bill Pmt -Check	10/08/2021	6630	PG&E	-1,579.16
Bill Pmt -Check	10/08/2021	6631	Richard A. Hanger	-179.88
Bill Pmt -Check	10/12/2021	6632	PG&E	-474.04
Bill Pmt -Check	10/12/2021	6633	Francis Enos Fire Pu...	-1,470.00
Bill Pmt -Check	10/12/2021	6634	Richard A. Hanger	-500.80
Bill Pmt -Check	10/19/2021	6635	AT&T	-116.55
Bill Pmt -Check	10/19/2021	6636	GHD, Inc	-3,311.25
Bill Pmt -Check	10/19/2021	6637	Humboldt Bay M&O	-25,819.96
Bill Pmt -Check	10/19/2021	6638	Jack Sheppard	-50.00
Bill Pmt -Check	10/19/2021	6639	Janet Miller	-50.00
Bill Pmt -Check	10/19/2021	6640	Jason Garlick	-50.00
Bill Pmt -Check	10/19/2021	6641	Rich Grissom	-50.00
Bill Pmt -Check	10/19/2021	6642	Roy Sheppard	-50.00
Bill Pmt -Check	10/19/2021	6643	Starr Kilian	-50.00
Bill Pmt -Check	10/19/2021	6644	Thelcon Consulting	-300.00
Bill Pmt -Check	10/19/2021	6645	Jack Sheppard	-50.00
Bill Pmt -Check	10/20/2021	6646	GHD, Inc	-8,905.75
Paycheck	10/20/2021	6647	Brian D. Carr	-168.49
Paycheck	10/20/2021	6648	Grant Weaver	-842.50
Paycheck	10/20/2021	6649	Richard A Hanger	-1,402.94
Bill Pmt -Check	10/22/2021	E-Pay	Intuit Quick Books	-8.00
Total 1015 · Water Dept Checking (Water Dept Checking)				-90,889.09
Total 1012 · General Fund Checking (All Funds)				-90,889.09
Total 1000 · Coast Central Credit Un.				-90,889.09
TOTAL				-90,889.09

Fieldbrook Glendale Community Services District
Payroll Summary
September 29 through October 26, 2021

	Brian D. Carr			Grant Weaver			Ric...
	Hours	Rate	Sep 29 - Oct 26, 21	Hours	Rate	Sep 29 - Oct 26, 21	Hours
Employee Wages, Taxes and Adjustments							
Gross Pay							
Hourly Rate	6	30.81	184.86	30	30.81	924.30	60
Hourly Sick		30.81	0.00		30.81	0.00	
Total Gross Pay	<u>6</u>		<u>184.86</u>	<u>30</u>		<u>924.30</u>	<u>60</u>
Adjusted Gross Pay	6		184.86	30		924.30	60
Taxes Withheld							
Federal Withholding			0.00			0.00	
Medicare Employee			-2.68			-13.40	
Social Security Employee			-11.47			-57.31	
CA - Withholding			0.00			0.00	
CA - Disability Employee			-2.22			-11.09	
Medicare Employee Addl Tax			0.00			0.00	
Total Taxes Withheld			<u>-16.37</u>			<u>-81.80</u>	
Net Pay	<u>6</u>		<u>168.49</u>	<u>30</u>		<u>842.50</u>	<u>60</u>
Employer Taxes and Contributions							
Medicare Company			2.68			13.40	
Social Security Company			11.47			57.31	
CA - Unemployment Company			2.77			0.00	
CA - Employment Training Tax			0.19			0.00	
Total Employer Taxes and Contributions			<u>17.11</u>			<u>70.71</u>	

Fieldbrook Glendale Community Services District
Payroll Summary
September 29 through October 26, 2021

	Richard A Hanger		Hours	TOTAL	
	Rate	Sep 29 - Oct 26, 21		Rate	Sep 29 - Oct 26, 21
Employee Wages, Taxes and Adjustments					
Gross Pay					
Hourly Rate	34.22	2,053.20	96.00		3,162.36
Hourly Sick	34.22	0.00			0.00
Total Gross Pay		<u>2,053.20</u>	<u>96.00</u>		<u>3,162.36</u>
Adjusted Gross Pay		2,053.20	96.00		3,162.36
Taxes Withheld					
Federal Withholding		-315.00			-315.00
Medicare Employee		-29.77			-45.85
Social Security Employee		-127.30			-196.08
CA - Withholding		-153.55			-153.55
CA - Disability Employee		-24.64			-37.95
Medicare Employee Addl Tax		0.00			0.00
Total Taxes Withheld		<u>-650.26</u>			<u>-748.43</u>
Net Pay		<u>1,402.94</u>	<u>96.00</u>		<u>2,413.93</u>
Employer Taxes and Contributions					
Medicare Company		29.77			45.85
Social Security Company		127.30			196.08
CA - Unemployment Company		0.00			2.77
CA - Employment Training Tax		0.00			0.19
Total Employer Taxes and Contributions		<u>157.07</u>			<u>244.89</u>

8:00 AM

Fieldbrook Glendale Community Services District Journal

10/21/21

September 29 through October 26, 2021

<u>Trans #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>
18397	General Journal	09/30/2021	520		September 2021 Depreciation September 2021 Depreciation September 2021 Depreciation September 2021 Depreciation

TOTAL

8:00 AM

Fieldbrook Glendale Community Services District
Journal

10/21/21

September 29 through October 26, 2021

<u>Account</u>	<u>Debit</u>	<u>Credit</u>
5350 · Depreciation ...	15,558.00	
1710 · Water Accum...		3,671.00
1720 · Sewer Accum...		7,559.00
1730 · Fire Accumul...		4,328.00
	<u>15,558.00</u>	<u>15,558.00</u>
	<u>15,558.00</u>	<u>15,558.00</u>

Final Details for Order #112-1878550-1685011

Print this page for your records.

Order Placed: October 5, 2021

Amazon.com order number: 112-1878550-1685011

Order Total: \$500.80

Shipped on October 7, 2021

Items Ordered

1 of: *PILOT G2 Premium Refillable & Retractable Rolling Ball Gel Pens, Extra Fine Point, Black Ink, 12-Pack (31002)* **Price**
\$12.99

Sold by: Amazon.com Services LLC

Condition: New

1 of: *HP 202X | CF501X, CF502X, CF503X | 3 Toner-Cartridges | Cyan, Magenta, Yellow* \$277.89
| Works with HP LaserJet Pro M254, M281cdw, M281dw, M281fdw | High Yield

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Jannett Hanger
5021 MITCHELL RD
EUREKA, CA 95503-9781
United States

Shipping Speed:

Two-Day Shipping

Shipped on October 7, 2021

Items Ordered

1 of: *HP 202X | CF500XD | 2 Toner-Cartridges | Black | Works with HP LaserJet Pro M254, M281cdw, M281dw, M281fdw | High Yield* **Price**
\$173.89

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Jannett Hanger
5021 MITCHELL RD
EUREKA, CA 95503-9781
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Amazon.com Visa Signature | Last digits: 1664

Item(s) Subtotal: \$464.77
Shipping & Handling: \$0.00

Billing address

Total before tax: \$464.77

Total: \$464.77

Richard A. Hanger
5021 MITCHELL RD
EUREKA, CA 95503-9781
United States

Estimated tax to be collected: \$36.03

Grand Total: \$500.80

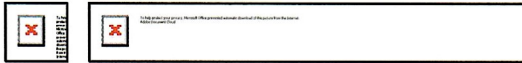
Credit Card transactions

Visa ending in 1664: October 7, 2021: \$500.80

To view the status of your order, return to [Order Summary](#).

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From: Adobe <notifications@adobe.com>
Sent: Thursday, September 30, 2021 2:18 AM
To: rhanger50@gmail.com
Subject: Your Acrobat Pro subscription will renew soon.



Your renewal notice.

Dear Richard,

Your Acrobat Pro DC will auto renew in the next 30 days. This will give you ongoing access to the best new features, latest updates and full functionality of Acrobat Pro on desktop, web and mobile.

You will be charged US\$179.88 (plus tax) annually. Your subscription will automatically renew annually until you cancel (price subject to change). Cancel anytime via [Adobe Account](#) or [Customer Support](#).

To manage your subscription or access your invoices, login to your [Adobe Account](#) & click 'Manage plan'. Or login to [adobe.com](#) and navigate through your Account Management page: Manage your account > My plans > Manage plan.

Visit [Customer Support](#) if you have any further questions.

Central Ave Service Center
 2785 Central Ave
 Mckinleyville, CA. 95519
 Phone: 707-839-8337 Fax: 707-839-9323
 CUSTOMER SATISFACTION IS OUR PRIORITY

INVOICE

28618

EPA CAL 000060297
 B.A.R AL 169791

INVOICE

Printed Date: 09/21/2021 **Work Completed: 09/21/2021**

FIELDBROOK VOL FIRE

4584 FIELDBROOK RD
 FIELDBROOK, CA 95519
 Home 707-839-0931

1996 INTERNATIONAL - 4800 - DIESEL

Lic # :
 Unit # : 8715
 VIN # :

Odometer In : 1

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
---------------------------	-----	------	-----	-------------------	-------	-----

				DELCO 31SI ALTERNATOR REBUILD		257.16
				ALTERNATOR- REMOVE AND REPLACE	0.50	56.00
				Hazardous Materials		3.00

*ok to pay
 Jack*

Org. Estimate 316.16 Revisions 0.00 Current Estimate 316.16

Labor:	56.00
Parts:	0.00
Sublet:	257.16
HazMat:	3.00
SubTotal:	316.16
Tax:	0.00
Total:	316.16
Bal Due:	\$316.16

[Payments -]

FAMILY OWNED AND OPERATED FOR OVER 30 YEARS

Vehicle Received: 9/21/2021

Customer Number : 1944

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____

Visit us on the web: www.centralavenueservicecenter.com

Email Address: centralaveservice@gmail.com

Service Advisor : MENG, MELISSA, Tech :



Agenda Background

Meeting Date: 10/26/21

Agenda Title: Quarterly budget adjustments and financial reports.

Agenda Item: 5.1

Presented by: Richard Hanger

Type of Item: Action

Type of Action Required: Voice Vote

Review preliminary budget May 2021.

Public hearing and preliminary budget adoption June 2021.

Public hearing and final budget adoption August 2021.

Financial reports are reviewed on a quarterly basis and budgets are updated based on actual performance. The attached reports reconcile actuals to the final budgets adopted in August 2021.

Water

Revenue adjustments net for a positive adjustment of \$2,084.

Water COGS and Operating Expenses

Purchased water increased \$2,403 and contract labor for maintenance and operations increased \$15,507. Labor for projects at the Morris tank and Cider Mill valve replacement account for a portion of the increase. Other adjustments are minor. Net operating revenues decreased \$16,911.

Sewer

Revenue adjustment net for a positive adjustment of \$378.

Sewer COGS and Operating Expenses

The cost of sewer treatment decreased \$1,297. Contract Labor (Engineering expenses) increased \$7,779, these expenses are related to the Owens sewer connection. Other adjustments are minor with the exception of property taxes which increased for the Arcata Fire Protection District. The main pump station is within their jurisdiction.

Fire

Other income for the fire department increased \$3,969. Revenue was from Cal Fire for mutual aid assistance and from the County of Humboldt to reimburse plan check fees.

Operating Expenses

Adjustments for increased insurance expenses and fees (\$300 plan check fees) and payroll for mutual aid response. Budget adjustments increased net revenues \$1,629.

Fieldbrook Glendale Community Services District
Quarterly Water Budget Adjustments
July 2021 through June 2022

	Adjustments				August 2021			% of Change
	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Total Adj	2022 Budget	Adjusted Budget	
Ordinary Revenue/Expense								
Revenue								
4000 · Revenue								
4100 · Water Revenue								
4110 · Domestic Water Revenue	\$ (2,739)				\$ (2,739)	\$ 416,101	\$ 413,362	-0.7%
4115 · Late Fees - Water	\$ 1,834				\$ 1,834	\$ 7,200	\$ 9,034	20.3%
4120 · Business Water Revenue	\$ 2,274				\$ 2,274	\$ 79,167	\$ 81,441	2.8%
4130 · Fire Suppression Water Revenue	\$ 330				\$ 330	\$ 2,184	\$ 2,514	13.1%
4135 · Benefit Zone 1-Water Revenue	\$ 75				\$ 75	\$ 25,794	\$ 25,869	0.3%
4140 · Water Installation Charges	\$ -				\$ -	\$ -	\$ -	0.0%
4150 · Water Processing Fees	\$ 140				\$ 140	\$ 1,120	\$ 1,260	11.1%
4156 · Water Reimbursement Income	\$ -				\$ -	\$ -	\$ -	0.0%
4157 · Water Misc. Chg.	\$ -				\$ -	\$ -	\$ -	0.0%
4160 · Water Other Revenue	\$ 170				\$ 170	\$ -	\$ 170	0.0%
Total 4100 · Water Revenue	\$ 2,084	\$ -	\$ -	\$ -	\$ 2,084	\$ 531,566	\$ 533,650	0.4%
Cost of Goods Sold								
50000 · Purchased Water	\$ 2,403				\$ 2,403	\$ 186,847	\$ 189,250	1.3%
Net Revenue less COGS	\$ (319)	\$ -	\$ -	\$ -	\$ (319)	\$ 344,719	\$ 344,400	-0.1%
Operating Expense								
5050 · Director Fees	\$ -				\$ -	\$ 2,995	\$ 2,995	0.0%
5100 · Contract Labor/Admin	\$ 15,507				\$ 15,507	\$ 263,501	\$ 279,008	5.6%
5130 · Assessment Fees (LAFCO)	\$ -				\$ -	\$ 210	\$ 210	0.0%
5150 · Insurance Expense	\$ (16)				\$ (16)	\$ 3,764	\$ 3,748	-0.4%
5200 · Professional Services	\$ -				\$ -	\$ 5,633	\$ 5,633	0.0%
5250 · Dues & Memberships	\$ 100				\$ 100	\$ 1,001	\$ 1,101	9.1%
5300 · Utilities	\$ 449				\$ 449	\$ 12,250	\$ 12,699	3.5%
5370 · Property Taxes	\$ -				\$ -	\$ 225	\$ 225	0.0%
5380 · Supplies	\$ 473				\$ 473	\$ 1,903	\$ 2,376	19.9%
5400 · Maintenance Expenses	\$ -				\$ -	\$ 16,444	\$ 16,444	0.0%
5550 · Equipment	\$ -				\$ -	\$ 250	\$ 250	0.0%
5590 · Bad Debts	\$ -				\$ -	\$ 5,280	\$ 5,280	0.0%
5625 · Bank Charges	\$ 107				\$ 107	\$ 3,000	\$ 3,107	3.4%
5700 · Licenses & Fees	\$ (29)				\$ (29)	\$ 4,167	\$ 4,138	-0.7%
6560 · Payroll Expenses	\$ 1				\$ 1	\$ 12,488	\$ 12,489	0.0%
Total Expense	\$ 16,592				\$ 16,592	\$ 333,111	\$ 349,703	4.7%
Net Ordinary Revenue	\$ (16,911)	\$ -	\$ -	\$ -	\$ (16,911)	\$ 11,608	\$ (5,303)	318.9%
Other Revenue								
4394 · Grant Income	\$ -				\$ -	\$ -	\$ -	0.0%
4900 · Interest Earnings	\$ (30)				\$ (30)	\$ 10,457	\$ 10,427	-0.3%
4950 · Connection Fees	\$ -				\$ -	\$ 10,981	\$ 10,981	0.0%
Total Other Revenue	\$ (30)				\$ (30)	\$ 21,438	\$ 21,408	-0.1%
Other Expense								
5350 · Depreciation Expenses	\$ -				\$ -	\$ 44,052	\$ 44,052	0.0%
5650 · Interest Expense	\$ 580				\$ 580	\$ 11,668	\$ 12,248	4.7%
5810 · Water Grant Expenses	\$ -				\$ -	\$ -	\$ -	0.0%
Total Other Expense	\$ 580				\$ 580	\$ 55,720	\$ 56,300	1.0%
Net Other Revenue	\$ (610)	\$ -	\$ -	\$ -	\$ (610)	\$ (34,282)	\$ (34,892)	1.7%
Net Revenue	\$ (17,521)				\$ (17,521)	\$ (22,674)	\$ (40,195)	43.6%

Fieldbrook Glendale Community Services District
Quarterly Wastewater Budget Adjustments
July 2021 through June 2022

	Adjustments				08/25/2021			
	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Total Adj	2022 Budget	Adjusted Budget	% of Change
Ordinary Revenue/Expense								
Revenue								
4000 · Revenue								
4200 · Wastewater Revenue								
4210 · Domestic Wastewater Revenue	\$ (1,260)				\$ (1,260)	\$ 287,968	\$ 286,708	-0.4%
4215 · Late Fees - Wastewater	\$ 811				\$ 811	\$ 7,200	\$ 8,011	10.1%
4220 · Business Wastewater Revenue	\$ 792				\$ 792	\$ 109,129	\$ 109,921	0.7%
4250 · Wastewater Processing Fees	\$ 35				\$ 35	\$ 420	\$ 455	7.7%
4252 · Wastewater Permit Fees	\$ -				\$ -	\$ 1,150	\$ 1,150	0.0%
4256 · Wastewater Reimbursement	\$ -				\$ -	\$ -	\$ -	0.0%
Total 4100 · Wastewater Revenue	\$ 378				\$ 378	\$ 405,867	\$ 406,245	0.1%
Cost of Goods Sold								
50000 · Sewer Treatment	\$ (1,297)				\$ (1,297)	\$ 205,255	\$ 203,958	-0.6%
Net Revenue less COGS	\$ 1,675	\$ -	\$ -	\$ -	\$ 1,675	\$ 200,612	\$ 202,287	0.8%
Operating Expense								
5100 · Contract Labor/Admin	\$ 7,779				\$ 7,779	\$ 48,560	\$ 56,339	13.8%
5130 · Assessment Fees (LAFCO)	\$ -				\$ -	\$ 210	\$ 210	0.0%
5150 · Insurance Expense	\$ 49				\$ 49	\$ 2,712	\$ 2,761	1.8%
5200 · Professional Services	\$ -				\$ -	\$ 5,633	\$ 5,633	0.0%
5250 · Dues & Memberships	\$ -				\$ -	\$ 1,001	\$ 1,001	0.0%
5300 · Utilities	\$ (109)				\$ (109)	\$ 8,554	\$ 8,445	-1.3%
5300 · Fuel (Generator)	\$ -				\$ -	\$ 500	\$ 500	0.0%
5370 · Property Taxes	\$ 750				\$ 750	\$ 324	\$ 1,074	69.8%
5380 · Supplies	\$ 514				\$ 514	\$ 1,800	\$ 2,314	22.2%
5400 · Maintenance Expenses	\$ -				\$ -	\$ 35,276	\$ 35,276	0.0%
5550 · Equipment	\$ 229				\$ 229	\$ 500	\$ 729	31.4%
5590 · Bad Debts	\$ -				\$ -	\$ 8,283	\$ 8,283	0.0%
5625 · Bank Charges	\$ 4				\$ 4	\$ 2,376	\$ 2,380	0.2%
5700 · Licenses & Fees	\$ (104)				\$ (104)	\$ 3,790	\$ 3,686	-2.8%
6560 · Payroll Expenses	\$ 433				\$ 433	\$ 27,822	\$ 28,255	1.5%
Total Operating Expense	\$ 9,545				\$ 9,545	\$ 147,341	\$ 156,886	6.1%
Net Ordinary Revenue	\$ (7,870)	\$ -	\$ -	\$ -	\$ (7,870)	\$ 53,271	\$ 45,401	-17.3%
Other Revenue								
4900 · Interest Earnings	\$ 1				\$ 1	\$ 360	\$ 361	0.3%
4950 · Connection Fees	\$ (257)				\$ (257)	\$ 39,159	\$ 38,902	-0.7%
Total Other Revenue	\$ (256)				\$ (256)	\$ 39,519	\$ 39,263	-0.7%
Other Expense								
5350 · Depreciation Expenses	\$ -				\$ -	\$ 90,708	\$ 90,708	0.0%
5650 · Interest Expense	\$ -				\$ -	\$ 2,082	\$ 2,082	0.0%
Total Other Expense	\$ -				\$ -	\$ 92,790	\$ 92,790	0.0%
Net Other Revenue	\$ (256)	\$ -	\$ -	\$ -	\$ (256)	\$ (53,271)	\$ (53,527)	0.5%
Net Revenue	\$ (8,126)				\$ (8,126)	\$ -	\$ (8,126)	100.0%

Fieldbrook Glendale Community Services District
Quarterly Fire Dept. Budget Adjustments
July 2021 through June 2022

Adjustments					08/25/2021			
	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Total Adj	2022 Budget	Adjusted Budget	% of Change
Ordinary Revenue/Expense								
Revenue								
4000 · Revenue								
4300 · Fire Revenue								
4310 · Current Secured Taxes	\$ -				\$ -	\$61,378	\$61,378	0.0%
4320 · Current Unsecured Taxes	\$ -				\$ -	\$2,548	\$2,548	0.0%
4330 · Prior Year Secured Taxes	\$ -				\$ -	\$1,513	\$1,513	0.0%
4341 · Prop 172 Transfer	\$ -				\$ -	\$1,214	\$1,214	0.0%
4350 · Property Tax Assessments	\$ -				\$ -	\$42,765	\$42,765	0.0%
4360 · Timber Yield Tax	\$ -				\$ -	\$128	\$128	0.0%
4370 · Homeowners' Exemption	\$ -				\$ -	\$591	\$591	0.0%
4380 · Supplemental Tax - Current	\$ -				\$ -	\$511	\$511	0.0%
4385 · Supplemental Tax - Prior Year	\$ -				\$ -	\$234	\$234	0.0%
4395 · Other Income - Fire Dept.	\$ 3,969				\$ 3,969	\$100	\$4,069	97.5%
Total 4300 · Fire Revenue	\$ 3,969				\$ 3,969	\$ 110,982	\$ 114,951	3.5%
Operating Expense								
5050 · Chief Fees	\$ -				\$ -	\$ 599	\$599	0.0%
5120 · Contract Labor/Admin	\$ -				\$ -	\$ 100	\$100	0.0%
5130 · Assessment Fee-LAFCo	\$ -				\$ -	\$ 1,634	\$1,634	0.0%
5150 · Insurance Expense	\$ 421				\$ 421	\$ 18,690	\$19,111	2.2%
5200 · Professional Services	\$ -				\$ -	\$ 5,183	\$5,183	0.0%
5250 · Dues & Memberships	\$ 123				\$ 123	\$ 2,651	\$2,774	4.4%
5300 · Utilities	\$ 195				\$ 195	\$ 6,604	\$6,799	2.9%
5360 · Transportation & Travel	\$ 174				\$ 174	\$ 1,800	\$1,974	8.8%
5380 · Supplies	\$ 131				\$ 131	\$ 3,804	\$3,935	3.3%
5400 · Maintenance Expenses	\$ -				\$ -	\$ 8,218	\$8,218	0.0%
5550 · Equipment	\$ 6				\$ 6	\$ 4,263	\$4,269	0.1%
5700 · Licenses & Fees	\$ 300				\$ 300	\$ -	\$300	100.0%
5710 · Chiefs' Incentive Program	\$ -				\$ -	\$ 1,500	\$1,500	0.0%
6560 · Payroll Expenses	\$ 1,150				\$ 1,150	\$ 1,800	\$2,950	39.0%
Total Operating Expense	\$ 2,500				\$ 2,500	\$ 56,846	\$ 59,346	4.2%
Net Ordinary Revenue	\$ 1,469				\$ 1,469	\$ 54,136	\$ 55,605	2.6%
Other Revenue/Expense								
4393 · Donations Income					\$ -	\$ 19,000	\$19,000	0.0%
4394 · Grant Income	\$ 1,300				\$ 1,300	\$ -	\$1,300	100.0%
4900 · Interest Earnings	\$ (9)				\$ (9)	\$ 3,636	\$3,627	-0.2%
Total Other Revenue	\$ 1,291	\$ -	\$ -	\$ -	\$ 1,291	\$ 22,636	\$ 23,927	5.4%
Other Expense								
5350 · Depreciation Expenses	\$ -				\$ -	\$ 51,936	\$51,936	0.0%
5650 · Interest Expense	\$ -				\$ -	\$ 7,964	\$7,964	0.0%
5800 · Fire Grant Expenses	\$ 2,600				\$ 2,600	\$ -	\$2,600	100.0%
Total Other Expense	\$ 2,600				\$ 2,600	\$ 59,900	\$ 62,500	4.2%
Net Other Revenue	\$ 160				\$ 160	\$ (37,264)	\$ (38,573)	3.4%
Net Revenue	\$ 1,629				\$ 1,629	\$ 16,872	\$ 17,032	0.9%



Agenda Background

Meeting Date: 10/26/21

Agenda Title: Annual wastewater dry weather flow report

Agenda Item: 5.2

Presented by: Richard Hanger

Type of Item: Action

Type of Action Required: Voice Vote

Background:

This calculation is required by our contract with the City of Arcata for sewer treatment. The 2021 average dry flow per Residential Dwelling Equivalent (RDE) is 38,690 gallons or 54.34% of the maximum that our contract allows, as measured by the Average Day Dry Month (ADDM). Based on our contract language the District potentially has room for approximately 113 RDE.

Attached are the dry weather flows for 2018-2020. In 2018 flows averaged 35,897 with the potential remaining RDE 123.

Recommendation:

Review and approve the report as presented.

2018 Sewer Dry Weather Flows					
				AVG/RDE	% ADDM
				287	71,200
	Gallons	Days	Per Day	Per RDE	% Used
Jun-18	1,259,934	30	41,998	146	58.99%
Jul-18	1,055,845	31	34,060	119	47.84%
Aug-18	1,109,567	31	35,792	125	50.27%
Sep-18	954,048	30	31,802	111	44.67%
Totals/Averages	4,379,394	122	35,897	125	50.42%
Potential RDE				123	
2019 Sewer Dry Weather Flows					
				AVG/RDE	% ADDM
				287	71,200
	Gallons	Days	Per Day	Per RDE	% Used
Jun-19	1,115,019	30	37,167	130	52.20%
Jul-19	1,104,738	31	35,637	124	50.05%
Aug-19	1,111,757	31	35,863	125	50.37%
Sep-19	965,414	30	32,180	112	45.20%
Totals/Averages	4,296,928	122	35,221	123	49.47%
Potential RDE				125	
2020 Sewer Dry Weather Flows					
				AVG/RDE	% ADDM
				287	71,200
	Gallons	Days	Per Day	Per RDE	% Used
Jun-20	1,313,600	30	43,787	153	61.50%
Jul-20	1,235,183	31	39,845	139	55.96%
Aug-20	1,195,400	31	38,561	134	54.16%
Sep-20	1,144,067	30	38,136	133	53.56%
Totals/Averages	4,888,250	122	40,068	140	56.27%
Potential RDE				108	
2021 Sewer Dry Weather Flows					
				AVG/RDE	% ADDM
				287	71,200
	Gallons	Days	Per Day	Per RDE	% Used
Jun-21	1,332,700	30	44,423	155	62.39%
Jul-21	1,276,230	31	41,169	143	57.82%
Aug-21	1,064,630	31	34,343	120	48.23%
Sep-21	1,046,568	30	34,886	122	49.00%
Totals/Averages	4,720,128	122	38,690	135	54.34%
Potential RDE				113	



Agenda Background

Meeting Date: 10/26/21

Agenda Title: Board Policy 2015 Asset Protection and Fraud.

Agenda Item: 5.3

Presented by: Richard Hanger

Type of Item: Action

Type of Action Required: Voice Vote

Background:

Board Policy 2015 Asset Protection and Fraud. Provides policy guidance to protect assets and procedures to follow for suspected fraud.

Recommendation:

Review and approve Board Policy 2015 as presented.



POLICY TITLE: Asset Protection and Fraud in the Workplace
POLICY NUMBER: 2105

2105.2 The Fieldbrook Glendale Community Service District (District) is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the District to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the District and, when appropriate, to pursue available legal remedies.

2105.3 Definitions:

- a) Fraud – Fraud and other similar irregularities include, but are not limited to:
 - 1) Claim for reimbursement of expenses that are not job-related or authorized by District policy;
 - 2) Forgery, falsification, or unauthorized alteration of documents or records (including but not limited to checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.);
 - 3) Misappropriation of District assets (including but not limited to funds, securities, supplies, furniture, equipment, etc.);
 - 4) Inappropriate use of District resources (including but not limited to labor, time, and materials);
 - 5) Improprieties in the handling or reporting of money or financial transactions;
 - 6) Authorizing or receiving payment for goods not received or services not performed;
 - 7) Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of District-owned or –licensed software;
 - 8) Misrepresentation of information;
 - 9) Theft of equipment or other goods;
 - 10) Any apparent violation of federal, state, or local laws related to dishonest activities or fraud;
 - 11) Seeking or accepting anything of material value from those doing business with the District including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the District’s Conflict of Interest Code which incorporates the Fair Political Practices Commission’s regulations;
 - 12) Any other conduct, actions or activities treated as fraud or misappropriation under any federal or state law, rule, or regulation.
- b) Employee – In this context, “employee” refers to any individual or group of individuals who receive compensation, either full- or part-time, including members of the Board of Directors, from the District. The term also includes any volunteer who provides services to the District through an authorized arrangement with the District or a District organization.
- c) Management – In this context, “management” refers to any manager, supervisor, or other individual who manages or supervises District’s resources or assets.
- d) Internal Audit Committee – In this context, if the claim of fraud involves anyone other than the District’s General Manager, the Internal Audit Committee shall consist of the General Manager, the District’s Legal Counsel and any other persons appointed to the Internal Audit Committee by the General Manager. If the claim of fraud involves the District’s General Manager, the Internal Audit Committee shall consist of the President of the Board of Directors of the District, the District’s Legal Counsel and those persons

appointed to the Internal Audit Committee by the President of the Board. Nothing contained in this policy shall be construed as requiring the General Manager or the President of the Board to appoint other persons to the Internal Audit Committee. Individuals appointed to the Internal Audit Committee by the General Manager or the President of the Board other than the District's Legal Counsel shall serve at the pleasure of the General Manager or the President of the Board.

- e) External Auditor – In this context, "External Auditor" refers to independent audit professionals appointed by the District's Board of Directors to perform annual audits of the District's financial statements.

2105.4 It is the District's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the District of any party who might be or become involved in or become the subject of such investigation. An employee being investigated for fraud may request representation by a representative of any recognized bargaining unit that represents the employee.

2105.5 Each department of the District is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance of the prevention and detection of fraud, misappropriations, and other irregularities. Management staff should be familiar with the types of improprieties that might occur within their areas of responsibility and be alert for any indications of such conduct.

2105.6 For claims of fraud not involving the General Manager, the General Manager or an Internal Audit Committee appointed by the General Manager shall have primary responsibility for investigation of activity covered by this policy. For claims of fraud involving the General Manager, the President of the Board or an Internal Audit Committee appointed by the President shall have primary responsibility for investigation of activity covered by this policy. The District's General Counsel shall advise the Committee, the General Manager and/or the Board President on all such investigations.

2105.7 Throughout the investigation, the Internal Audit Committee will inform the General Manager of pertinent investigative findings

2105.8 An employee will be granted whistle-blower protection when acting in accordance with this policy so long as he or she has not engaged in activity that violates this policy. When informed of a suspected impropriety, neither the District nor any person acting on its behalf shall:

- a) Dismiss or threaten to dismiss an employee providing the information,
- b) Discipline, suspend, or threaten to discipline or suspend such an employee,
- c) Impose any penalty upon such an employee, or
- d) Intimidate or coerce such an employee.

Violations of this whistle-blower protection policy will result in discipline up to and including termination.

2105.9 Upon conclusion of an investigation, the results will be reported to the General Manager or, if the investigation involves the General Manager, the Board President, either of whom shall advise the Board of Directors.

2105.10 Following review of investigation results, the General Manager, or the Board, as the case may be, will take appropriate action regarding employee misconduct. Disciplinary action can include employment discipline up to and including termination, referral for criminal prosecution, or both.

2105.11 The General Manager or the General Counsel will pursue every reasonable effort, including court-ordered restitution, to obtain recovery of District losses from the offender, other responsible parties, insurers, or other appropriate sources unless the Board should otherwise direct in consultation with General Counsel.

2105.12 Procedures:

2105.12.1 Board of Directors Responsibilities

- a) If a Board Member has reason to suspect a fraud has occurred, he or she shall immediately contact the General Manager or the Board President, if the activity involves the General Manager, and the District's Legal Counsel.
- b) The Board Member shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the General Manager or Board President, as the case may be, and the District's Legal Counsel.
- c) The alleged fraud or audit investigation shall not be discussed with the media by any person other than the General Manager or the Board President after consultation with the District's Legal Counsel and any Internal Audit Committee appointed as to the matter.

2105.12.2 Management Responsibilities

Management staff are responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.

- a) Each manager will be familiar with the types of improprieties that might occur in his or her area of responsibility and be alert for any indication that improper activity, misappropriation, or dishonest activity did occur or is occurring.
- b) When an improper activity is detected or suspected, management will determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- c) If a manager determines a suspected activity may involve fraud or related dishonest activity, he or she will contact his or her immediate supervisor or the District's General Manager. If the activity involves the General Manager, it shall be reported to the Board President or the District's Legal Counsel.
- d) Managers will not attempt to conduct individual investigations, interviews, or interrogations other than as directed by the General Manager or General Counsel. However, management staff are responsible for taking appropriate corrective actions to implement adequate controls to prevent recurrence of improper actions.
- e) Management staff will support the District's responsibilities and cooperate fully with the Internal Audit Committee, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- f) Management staff must give full and unrestricted access to all necessary records and Personnel to those responsible for identifying, investigating and remedying fraud and related dishonest acts. All District assets, including furniture, desks, and computers, are open to inspection at any time. No District officer, agent or employee has a reasonable expectation of privacy in District property and other resources to preclude such inspection.
- g) In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management staff will avoid the following:
 - 1) Incorrect accusations;
 - 2) Alerting suspected individuals that an investigation is underway;
 - 3) Treating employees unfairly; and
 - 4) Making statements that could lead to claims of false accusations or other offenses.
- h) In handling dishonest or fraudulent activities, managers have the responsibility to:

- 1) Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances shall there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;
- 2) Avoid discussing the case, facts, suspicions, or allegations with anyone outside the District, unless specifically directed to do so by the General Manager or the Board President; and
- 3) Avoid discussing the case with anyone inside the District other than employees who have a need to know such as the General Manager, Internal Audit Committee, or the District’s Legal Counsel.
- 4) Direct all inquiries from the suspected individual, or his or her representative, to the General Manager, the Board President, or the District’s Legal Counsel. All inquiries by an attorney representing a suspected individual shall be directed to the General Manager or the District’s Legal Counsel. All inquiries from the media shall be directed to the General Manager or the Board President, if the activity involves the General Manager.
- 5) Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the [position or department] and Legal Counsel, in conformance with District policy and applicable law.

2105.12.3 Employee Responsibilities

- a) A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee’s supervisor for reporting to the proper management official.
- b) When an employee believes his or her supervisor may be involved in inappropriate activity, the employee shall make the report to the next higher level of management and/or the General Manager. If the activity involves the General Manager, it shall be reported to the Board President or the District’s Legal Counsel.
- c) A reporting employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the General Manager, Internal Audit Committee, the District’s Legal Counsel, or law enforcement personnel.

2105.12.4 Internal Audit Committee Responsibilities

- a) Upon assignment by the General Manager or the Board President, an Internal Audit Committee will promptly investigate the allegations.
- b) In all circumstances where there is reason to suspect a criminal fraud has occurred, the Internal Audit Committee, in consultation with the District General Manager or the Board President and Legal Counsel, if the General Manager is suspected of involvement in the fraud, will contact the appropriate law enforcement agency.
- c) The Internal Audit Committee shall be available and receptive to relevant, confidential information to the extent allowed by law after consultation with the District’s Legal Counsel.
- d) If evidence is uncovered showing possible dishonest or fraudulent activities, the Internal Audit Committee will:
 - 1) Discuss the findings with management and the General Manager;
 - 2) Advise management, if the case involves District staff members, to meet with the [position title] (or his/her designated representative) to determine if disciplinary action should be taken;
 - 3) Report to the External Auditor such activities to assess the effect of the illegal activity on the District’s financial statements;
 - 4) Coordinate with the District’s risk manager regarding notification to insurers and filing of insurance claims;

- 5) Take immediate action, after consultation with the Legal Counsel, to prevent the theft, alteration, or destruction of evidence. Such action shall include, but is not limited to:
 - a) Removing relevant records and placing them in a secure location, or limiting access to those records
 - b) Preventing the individual suspected of committing the fraud from having access to the records.
- 6) In consultation with the District Legal Counsel and the local law enforcement agency, the Internal Audit Committee may disclose particulars of the investigation to potential witnesses if such disclosure would further the investigation.
- 7) If the Internal Audit Committee is contacted by the media regarding an alleged fraud or audit investigation, the Internal Audit Committee will refer the media to the General Manager or Board President, if the activity involves the General Manager.
- 8) At the conclusion of the investigation, the Internal Audit Committee will document the results in a confidential memorandum report to the General Manager or the Board President for action. If the report concludes that the allegations are founded and the District's Legal Counsel has determined that a crime has occurred, the report will be forwarded to the appropriate law enforcement agency.
- 9) The Internal Audit Committee shall make recommendations to the appropriate department as to the prevention of future similar occurrences.
- 10) Upon completion of the investigation, including all legal and personnel actions; all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Audit Committee to that department.

2105.13 Exceptions

There will be no exceptions to this policy unless provided and approved in writing by the General Manager or the Board President and the District Legal Counsel. The Board of Directors reserves the right to amend, delete, or revise this policy at any time by formal action of the Board of Directors.



Agenda Background

Meeting Date: 10/26/21

Agenda Title: Board Policy 2110 Budget Preparation.

Agenda Item: 5.4

Presented by: Richard Hanger

Type of Item: Action

Type of Action Required: Voice Vote

Background:

Board Policy 2110 Budget Preparation, provides policy guidance and timelines for preparation and adoption of the annual budget.

Recommendation:

Review and approve Board Policy 2110 as presented.



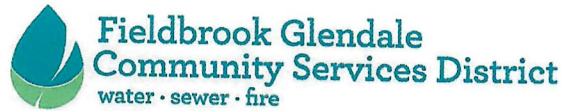
POLICY TITLE: Budget Preparation
POLICY NUMBER: 2110

2110.1 The General Manager prepares and submits a proposed operating budget for the governmental fund (fire), and the proprietary funds (water and sewer) for the fiscal year commencing on July 1st to the District's Board of Directors in May.

2110.2 A preliminary budget is presented at a public hearing to obtain taxpayer and ratepayer comments and is legally adopted in June.

2110.3 A final budget as amended by the Board during its review, is presented at a public hearing to obtain taxpayer and ratepayer comments and is legally adopted in August.

2110.4 The General Manager shall prepare budget reports following the end of each fiscal quarter. Budget adjustments may be adopted by the board following the review of the budget reports.



Agenda Background

Meeting Date: 10/26/21

Agenda Title: Retain Mitchell Law Firm, and Attorney-Client Agreement.

Agenda Item: 5.5

Presented by: Richard Hanger

Type of Item: Action

Type of Action Required: Voice Vote

Background:

Board Policy 1045.1 The Board of Directors shall appoint a Legal Counsel to assist the Board and District in all applicable issues and activities.

Attorney-Client agreement is attached.

Recommendation:

Review and approve the retention of the Mitchell Law Firm and authorize the General Manager to sign the attorney-client agreement.



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ATTORNEY-CLIENT FEE AGREEMENT

THE MITCHELL LAW FIRM, LLP (“Attorney”) and **FIELDBROOK GLENDALE COMMUNITY SERVICES DISTRICT** (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in the following matter: **General District Legal Counsel Services.** Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written Agreement.

3. CLIENTS DUTIES. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. DEPOSIT. No Deposit shall be required at this time.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Partners	\$250/hour
Associates	\$200/hour
Paralegals	\$95/hour

The rates on this schedule are subject to change on 30 days written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Time is charged in minimum units of one tenth (.1) of an hour.

6. COSTS AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

Mileage \$0.58/mile

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. BILLING STATEMENTS. Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT AND MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding of the parties. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. EFFECTIVE DATE AND EXECUTION. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. This Agreement may be executed in counterparts, the parts of which shall be taken to constitute one whole. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.

13. FILE RETENTION. This law office generally maintains a client's file for a period of five (5) years following the completion of an attorney's work on a case, after which the file is shredded and discarded without further notice.

In the following cases, however, files will be retained for a longer period, but normally not more than 10 years unless cause exists to keep a file for a longer time period: (1) cases involving a minor child or otherwise in which the statute of limitations in bringing a legal action is tolled; (2) wills and unexecuted estate plans; (3) unperformed agreements; (4) cases involving items required to be retained by law; and (5) outstanding judgments and orders.

This office fully complies with California law on the return of “client papers and property,” as defined in California Rules of Professional Conduct 3–700(D). At a client’s request, all such papers and property will be returned to the client, absent a nondisclosure agreement or protective order, provided that the request is made in writing within the file retention period stated in this document, or as otherwise agreed to in writing by the attorney and client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED 10.5.2021

THE MITCHELL LAW FIRM, LLP

By: 

Russell S. Gans

DATED: _____

FIELDBROOK GLENDALE
COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

MEDIATION DISCLOSURE NOTIFICATION AND ACKNOWLEDGMENT

To promote communication in mediation, California law generally makes mediation a confidential process. California’s mediation confidentiality laws are laid out in Sections 703.5 and 1115 to 1129, inclusive, of the Evidence Code. Those laws established the confidentiality of mediation and limit the disclosure, admissibility, and a court’s consideration of communications, writings, and conduct in connection with a mediation. In general, those laws mean the following:

- All communications, negotiations, or settlement offers in the course of a mediation must remain confidential.
- Statements made and writings prepared in connection with a mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
- A mediator’s report, opinion, recommendation, or finding about what occurred in a mediation may not be submitted to or considered by a court or another adjudicative body.
- A mediator cannot testify in any subsequent civil proceeding about any communication or conduct occurring at, or in connection with, a mediation.

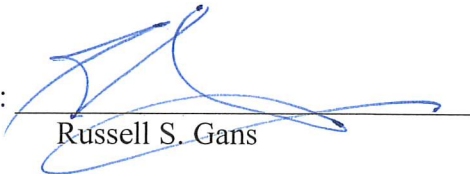
This means that all communications between you and your attorney made in preparation for a mediation, or during a mediation, are confidential and cannot be disclosed or used (except in extremely limited circumstances), even if you later decide to sue your attorney for malpractice because of something that happens during the mediation.

We understand that, unless all participants agree otherwise, no oral or written communication made during a mediation, or in preparation for a mediation, including communications between ourselves and our attorney, can be used as evidence in any subsequent noncriminal legal action including an action against our attorney for malpractice or an ethical violation.

NOTE: This disclosure and acknowledgment does not limit your attorney’s potential liability to you for professional malpractice, or prevent you from (1) reporting any professional misconduct by your attorney to the State Bar of California, or (2) cooperating with any disciplinary investigation or criminal prosecution of your attorney.

DATED 10. 5. 2021

THE MITCHELL LAW FIRM, LLP

By: 
Russell S. Gans

DATED: _____

FLDDBROOK GLENDAL
COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____