

ERNIE WIPF
CHAIR

JULIE BAWCOM
VICE-CHAIR

THERESA MCNERLIN
DIRECTOR

DARWIN DICK
DIRECTOR

CANDACE HORSLEY
DIRECTOR

UKIAH VALLEY SANITATION DISTRICT REGULAR MEETING
WEDNESDAY September 14, 2022 AT 6:00PM

LOCATION:

DISTRICT'S MEETING ROOM - 151 LAWS AVE., UKIAH, CA 95482

AND

TELECONFERENCE VIA ZOOM

Call in number: 1-669-900-6833

Meeting ID: 841-2577-0207

Zoom Link: <https://us02web.zoom.us/j/84125770207>

*The Ukiah Valley Sanitation District Board meeting will be conducted pursuant to AB 361. The Board welcomes participation in the Board meetings. If you are joining the meeting via Zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3 minutes. If you choose not to observe the meeting via Zoom and wish to make a comment on a specific agenda item, please submit your comment via email to the Board Secretary at aa@uvsd.org at least one hour before the meeting. All public comments submitted to the Board Secretary will be read verbatim for up to 3 minutes.*

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need disability-related modifications or accommodation to participate in this meeting, then please contact Chelsea Teague, Board Secretary at 707-462-4429. Requests must be made as early as possible, and at least one-full business day before the start of the meeting. The times indicated for agenda items are estimated and the Board reserves the right to address items either earlier or later than scheduled.

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. PUBLIC EXPRESSION OF NON-AGENDIZED ITEMS**
- 4. APPROVAL OF BOARD MEETING MINUTES**
 - June 8, 2022 Regular Meeting
 - June 29, 2022 Special Meeting
 - August 2, 2022 Special Meeting

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5. CONSENT CALENDAR

- Resolution 2021-02.9 Making Findings and Determinations Under AB 361 for Continued Virtual Meetings
- Check Register for June 2022, July 2022, and August 2022
- LAIF Statement for June 2022, July 2022, and August 2022
- Unaudited Monthly Financial Statements
- Year-to-Date Budget to Actual Financial Report

6. OLD BUSINESS

None.

7. NEW BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION RE: Resolution Awarding a Construction Contract and Authorizing the General Manager to Execute the Contract with the Lowest Responsible Bidder, Ghilotti Construction Company, Inc., in the Amount of \$222,715 for the North State Street - 8" Gravity Sewer Line Project and Approving the Project Plans and Specifications (Specification No. 22-01)

Recommended Action: Approve Resolution Awarding a Construction Contract and Authorizing the General Manager to Execute the Contract with the Lowest Responsible Bidder, Ghilotti Construction Company, Inc., in the Amount of \$222,715 for the North State Street - 8" Gravity Sewer Line Project and Approving the Project Plans and Specifications (Specification No. 22-01)

- B. DISCUSSION AND POSSIBLE ACTION RE: Vactor 2100i as a Joint City-District Capital Item.

Recommended Action: Approve Vactor 2100i (estimated cost of \$225,000 allocated for sewer purposes) as a Joint City-District Capital Item.

8. ANNOUNCEMENTS/OTHER BUSINESS/MATTERS FROM STAFF

- a) General Manager Report of Ongoing District Activities
- b) ESSU Statistics Report
- c) Staff Report
- d) Report on JPA
- e) Directors' Reports
- f) Letters Received or Sent
- g) Announce Regular Meeting - October 12, 2022

9. ADJOURNMENT

UVSD Regular Board Meeting June 08, 2022 via teleconference (hybrid meeting)

1. CALL TO ORDER by Chair Wipf at 6:04pm. Roll call by Chelsea Teague – all present.

Chair Wipf, Director McNerlin, Director Dick, and Director Horsley arrived in-person.

2. APPROVAL OF THE AGENDA

Motion to approve the agenda by Director Horsley, seconded by Director Dick. Roll call vote: Ayes – 5 Nays – 0. Motion carries. No public comment.

3. PUBLIC EXPRESSION OF NON-AGENDIZED ITEMS

No public comment.

4. APPROVAL OF BOARD MEETING MINUTES

No public comment. Motion to approve Board Meeting Minutes by Director Horsley, seconded by Vice-Chair Bawcom. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

5. CONSENT CALENDAR

Motion to approve the Consent Calendar by Director Horsley, seconded by Vice-Chair Bawcom. No public comment. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

6. OLD BUSINESS

A. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED AGREEMENT BETWEEN THE UKIAH VALLEY SANITATION DISTRICT AND THE CITY OF UKIAH REGARDING PROVISION OF INTERIM SEWER SERVICES AND OUT OF AREA SERVICE AGREEMENTS

Recommended Action: Approve the Agreement and authorize the Board Chair to execute the agreement with any final edits recommended by General Counsel

Item addressed by Wing-See Fox. Board discussion. Public comment: Sean White with the City of Ukiah thanked the Ad Hoc Committee and all those involved in the meetings to get to this agreement. Board discussion continued. Motion to approve the proposed agreement between the ukiah valley sanitation district and the City of Ukiah regarding provision of interim sewer services and Out of Area Service Agreements by Director Horsley, seconded by Director Dick. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

7. NEW BUSINESS

A. PRESENTATION: Draft Fiscal Year 2022-23 Budget

Presentation of the draft of the FY 2022-23 budget. Board discussion. No action taken.

B. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED ENGAGEMENT LETTER FROM VAN LANT & FANKHANEL, LLP FOR AUDITING SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2022

No public comment. Motion to approve the Engagement Letter from Van Lant & Fankhanel, LLP for Auditing Services for FY ending June 30, 2022 by Director Dick, seconded by Director McNerlin. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

8. ANNOUNCEMENTS/OTHER BUSINESS/MATTERS FROM STAFF

- a) Wing-See Fox gave a report regarding LAFCo MSR and SOI update and the ongoing meetings with the City of Ukiah.
- b) None.
- c) No report.
- d) None.
- e) Letters received/sent attached to the Board Packet.
- f) Next Regular Meeting – July 13, 2022.

9. ADJOURNMENT - Meeting adjourned at 7:16p.m.

UVSD Special Board Meeting June 29, 2022 via teleconference (hybrid meeting)

1. CALL TO ORDER by Chair Wipf at 6:02pm. Roll call by Chelsea Teague – Director Dick absent.

Chair Wipf arrived in-person.

2. NEW BUSINESS

A. DISCUSSION AND POSSIBLE ACTION RE: RESOLUTION APPROVING THE CERTIFICATE OF ACCEPTANCE FOR AN EASEMENT AT THE DUNNEWOOD WINERY AND AUTHORIZING THE CITY OF UKIAH TO GO OUT TO BID ON THE SEWER LINE IMPROVEMENTS ON BEHALF OF THE DISTRICT

Recommended Action: Approve Resolution approving the Certificate of Acceptance for an Easement at the Dunnewood Winery and authorizing the City of Ukiah to go out to bid on the Sewer Line Improvements on behalf of the District

Joanna Gin, District Counsel, addressed the Board on behalf of the easement. Board discussion. No public comment. Motion to approve the Resolution approving the Certificate of Acceptance for an Easement at the Dunnewood Winery and authorizing the City of Ukiah to go out to bid on the Sewer Line Improvements on behalf of the District by Vice-Chair Bawcom, seconded by Director Horsley. Roll call vote: Ayes – 4 Nays – 0. Motion carries.

B. DISCUSSION AND POSSIBLE ACTION RE: FISCAL YEAR 2022-2023 BUDGET AND SUBSTANTIALLY FINAL FORM BUDGET APPROVAL AGREEMENT BETWEEN CITY OF UKIAH AND UKIAH VALLEY SANITATION

Recommended Action: Approve Fiscal Year 2022-2023 Budget, Approve Budget Approval Agreement in Substantially Final Form, and Authorize Board Chair and General Counsel to Finalize and Execute Budget Approval Agreement

No public comment. Board discussion. Motion to approve Fiscal Year 2022-2023 Budget, Budget Approval Agreement in Substantially Final Form, and Authorize Board Chair and General Counsel to Finalize and Execute Budget Approval Agreement by Director Horsley, seconded by Vice-Chair Bawcom. Roll call vote: Ayes – 4 Nays – 0. Motion carries.

3. ADJOURNMENT - Meeting adjourned at 6:23p.m.

UVSD Special Board Meeting August 02, 2022 via teleconference (hybrid meeting)

1. CALL TO ORDER by Chair Wipf at 6:03pm. Roll call by Chelsea Teague – all present.

All Board members arrived in-person.

2. NEW BUSINESS

A. DISCUSSION AND POSSIBLE ACTION RE: PUBLIC HEARING REGARDING RESOLUTION ADOPTING THE REPORT PROPOSING TO HAVE DELINQUENT SEWER CHARGES COLLECTED ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2022-23 AND DIRECTING THE CLERK OF THE BOARD TO FILE SAID REPORT WITH THE MENDOCINO COUNTY AUDITOR-CONTROLLER TO PLACE SAID CHARGES ON THE TAX ROLL

Recommended Action: 1) Receive the Report; 2) Open the Public Hearing to receive all written and oral objections or protests to the Report; 3) Close the Public Hearing and consider taking action to adopt, revise, change, reduce, or modify any charge or overrule any or all objections; 4) It is recommended that the Interim District Manager or her designee be authorized to remove or modify any assessment from the approved Report should all or part of the delinquent sewer service charges be paid prior to the Report being referred to the County Auditor-Controller for placement onto the tax roll; and 5) Adopt the Resolution.

Chelsea Teague addressed this item to the Board. Board discussion. Chair Wipf opened the Public Hearing. No one was in attendance to be heard, Chair Wipf closed the Public Hearing. Director McNerlin made a motion to adopt Resolution 2022-02, seconded by Vice-Chair Bawcom. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

Motion to authorize the Clerk/District Manager to remove accounts from the Delinquent Accounts list that are paid in full prior to August 10, 2022 (the due date of the report to the County Auditor-Controller) by Director McNerlin, seconded by Director Dick. Roll call vote: Ayes – 5 Nays – 0.

B. DISCUSSION AND POSSIBLE ACTION RE: NOMINATION OF DIRECTOR CANDACE HORSLEY TO SERVE ON THE MENDOCINO LOCAL AGENCY FORMATION COMMISSION AS A SPECIAL DISTRICT REGULAR MEMBER

Recommended Action: Ratify nomination of Director Candace Horsley to serve on the Mendocino Local Agency Formation Commission as a Special District Regular Member

No public comment. Board discussion. Motion to Ratify nomination of Director Candace Horsley to serve on the Mendocino Local Agency Formation Commission as a Special District Regular Member by Director McNerlin, seconded by Vice-Chair Bawcom. Roll call vote: Ayes – 5 Nays – 0. Motion carries.

3. ADJOURNMENT - Meeting adjourned at 6:32p.m.

RESOLUTION 2021-02.9

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY SANITATION DISTRICT MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Board of Directors of the Ukiah Valley Sanitation District (the “Board”) is committed to preserving and nurturing public access to and participation in meetings of the Board; and

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361, Chapter 165, Statutes of 2021 (“AB 361”), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the Board has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Board members; and

WHEREAS, the Governor’s Executive Order N-29-20 related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

WHEREAS, AB 361, effective as of October 1, 2021 allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2)

the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, on September 29, 2021, the Mendocino County Health Officer issued a Health Recommendation urging public bodies in Mendocino County to continue meeting remotely through online meetings to lower the risk of COVID-19 transmission; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until the present state of emergency has ended; and

WHEREAS, the Board desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW THEREFORE, the Board of Directors of the Ukiah Valley Sanitation District, County of Mendocino, State of California does hereby resolve as follows:

1. The above recitals are true and correct.
2. Consistent with the provisions of Government Code Section 54953(e), the Board finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; and (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board under the provisions of Government Code Section 54953(e).
3. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the Board of Directors of the Ukiah Valley Sanitation District, County of Mendocino, State of California, this 14th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ernie Wipf, Board Chair

ATTEST:

Chelsea Teague
Board Secretary

APPROVED AS TO FORM:

Joanna Gin
General Counsel



**Public Health Department
of Mendocino County**

Healthy People, Healthy Communities

Andy Coren, MD, County Health Officer



Recommendation Regarding Continued Remote Public Meetings of Governmental Bodies

September 29, 2021

In light of the continued state of emergency related to COVID-19, as the County Health Officer, I recommend that public bodies continue to meet remotely to the extent possible.

This recommendation is made due to the continued threat of COVID-19 to this community with the ongoing surge in cases and deaths experienced since the Labor Day holiday, the current county vaccination rate, and a concern for continued risk during the upcoming holidays. Additionally, I make this recommendation based on the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing people together from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in such governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and the continued increased safety protection that physical/social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

Therefore, I strongly recommend teleconferencing through online meetings as this type of meeting presents the lowest risk of transmission of SARS-CoV-2, and allows for the participation of the community, local agency staff, presenters, and local agency governing bodies in a safe environment, with no risk of contagion.

I will continue to evaluate this recommendation on an ongoing basis, paying particular attention to the pandemic stage of our community. I will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

A handwritten signature in blue ink, appearing to read "Howard A. Coren, MD".

Dr. Howard A. Coren, M.D.,
Mendocino County Health Officer

Dated: September 29, 2021

Ukiah Valley Sanitation District
Check Detail
August 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	2127	08/01/2022	City of Ukiah	1001 - UVSD Checking		-213,030.20
Bill	082022	08/01/2022		6300 - Operating Expense Allocation	-213,030.20	213,030.20
TOTAL					-213,030.20	213,030.20
Bill Pmt -Check	2130	08/17/2022	Best Best & Krieger LLP	1001 - UVSD Checking		-1,575.00
Bill	942202	07/31/2022		5601 - General Counsel	-1,575.00	1,575.00
TOTAL					-1,575.00	1,575.00
Bill Pmt -Check	2131	08/17/2022	Clifton Larson Allen, LLP	1001 - UVSD Checking		-5,000.00
Bill	3371330-2	06/30/2022		5307 - Financial Review/Monthly Report	-2,500.00	2,500.00
Bill	3371330	07/31/2022		5307 - Financial Review/Monthly Report	-2,500.00	2,500.00
TOTAL					-5,000.00	5,000.00
Bill Pmt -Check	2132	08/17/2022	El Dorado Printing	1001 - UVSD Checking		-1,011.39
Bill	H64047	08/01/2022		5207 - Reproduction (prints & copies)	-1,011.39	1,011.39
TOTAL					-1,011.39	1,011.39
Bill Pmt -Check	2133	08/17/2022	Mark DeMeulenaere	1001 - UVSD Checking		-656.25
Bill	072022	07/31/2022		5305 - Financial & Managerial Support	-656.25	656.25
TOTAL					-656.25	656.25
Bill Pmt -Check	2134	08/17/2022	Mendocino County Auditor-Controller	1001 - UVSD Checking		-19,422.66
Bill	2050	07/01/2022		5403 - LAFCO Dues	-19,422.66	19,422.66
TOTAL					-19,422.66	19,422.66
Bill Pmt -Check	2135	08/17/2022	RespecTech, Inc.	1001 - UVSD Checking		-119.00
Bill	45712	07/31/2022		5209 - Information Technology-All	-119.00	119.00
TOTAL					-119.00	119.00
Bill Pmt -Check	2136	08/17/2022	Stedman Computer Solutions	1001 - UVSD Checking		-75.00
Bill	1402585	07/20/2022		5209 - Information Technology-All	-75.00	75.00
TOTAL					-75.00	75.00
Bill Pmt -Check	2137	08/17/2022	The Ukiah Daily Journal	1001 - UVSD Checking		-207.70
Bill	0001347647	07/31/2022		5500 - Publications & Legal Notices	-207.70	207.70
TOTAL					-207.70	207.70
Bill Pmt -Check	2138	08/17/2022	Tri-Cities	1001 - UVSD Checking		-94.95
Bill	220700577101	07/31/2022		5201 - Telephone & DSL	-94.95	94.95
TOTAL					-94.95	94.95
Bill Pmt -Check	2139	08/17/2022	Urban Futures, Inc.	1001 - UVSD Checking		-3,250.00
Bill	0722-001	07/31/2022		5101 - Management - UFI	-3,250.00	3,250.00
TOTAL					-3,250.00	3,250.00
Bill Pmt -Check	2140	08/17/2022	USPS	1001 - UVSD Checking		-3,000.00
Bill	08/15	08/15/2022		1501 - Prepaid Postage	-3,000.00	3,000.00
TOTAL					-3,000.00	3,000.00
Bill Pmt -Check	2141	08/17/2022	Willow Water District	1001 - UVSD Checking		-12,730.42
Bill	149	07/31/2022		5102 - MSA - Willow	-11,920.95	11,920.95

Ukiah Valley Sanitation District
Check Detail
August 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				5402 - Parcel Quest	-199.95	199.95
Bill	535	08/01/2022		5203 - Office Rent	-463.00	463.00
				5204 - Office Utilities	-146.52	146.52
TOTAL					<u>-12,730.42</u>	<u>12,730.42</u>
				Savings Bank of Mendocino County		
				Beginning Balance as of 8/01/2022	\$880,008.23	
				Ending Balance as of 8/31/2022	\$716,970.22	

Ukiah Valley Sanitation District
Check Detail
July 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	2106	07/01/2022	City of Ukiah	1001 - UVSD Checking		-213,030.20
Bill	072022	07/01/2022		6300 - Operating Expense Allocation	-213,030.20	213,030.20
TOTAL					-213,030.20	213,030.20
Check	2112	07/19/2022	Bobbie Lawrence	1001 - UVSD Checking		-13.53
				4001 - Residential Fees	-13.53	13.53
TOTAL					-13.53	13.53
Check	2113	07/19/2022	Cesario Muniz	1001 - UVSD Checking		-39.93
				4001 - Residential Fees	-39.93	39.93
TOTAL					-39.93	39.93
Check	2114	07/20/2022	Terry Mayfield	1001 - UVSD Checking		-100.00
				4001 - Residential Fees	-100.00	100.00
TOTAL					-100.00	100.00
Check	2115	07/20/2022	Dylan Nand	1001 - UVSD Checking		-100.00
				4001 - Residential Fees	-100.00	100.00
TOTAL					-100.00	100.00
Check	2116	07/20/2022	CDC	1001 - UVSD Checking		-100.00
				4001 - Residential Fees	-100.00	100.00
TOTAL					-100.00	100.00
Check	2117	07/20/2022	Michael Broyles	1001 - UVSD Checking		-29.05
				4001 - Residential Fees	-29.05	29.05
TOTAL					-29.05	29.05
Check	2118	07/20/2022	Norgard Farms	1001 - UVSD Checking		-10.00
				4001 - Residential Fees	-10.00	10.00
TOTAL					-10.00	10.00
Bill Pmt -Check	2119	07/22/2022	Best Best & Krieger LLP	1001 - UVSD Checking		-3,922.00
Bill	939409	06/30/2022		5601 - General Counsel	-3,922.00	3,922.00
TOTAL					-3,922.00	3,922.00
Bill Pmt -Check	2120	07/22/2022	Kyocera	1001 - UVSD Checking		-147.24
Bill	55E1680486	06/24/2022		5207 - Reproduction (prints & copies)	-147.24	147.24
TOTAL					-147.24	147.24
Bill Pmt -Check	2121	07/22/2022	Mark DeMeulenaere	1001 - UVSD Checking		-806.25
Bill	062022	06/30/2022		5305 - Financial & Managerial Support	-806.25	806.25
TOTAL					-806.25	806.25
Bill Pmt -Check	2122	07/22/2022	Rick Sands	1001 - UVSD Checking		-297.50
Bill	06302022	06/30/2022		5401 - Engineer Services	-297.50	297.50
TOTAL					-297.50	297.50
Bill Pmt -Check	2123	07/22/2022	Upper Russian River Water Agency	1001 - UVSD Checking		-600.00
Bill	405	07/01/2022		5800 - JPA Dues	-600.00	600.00

Ukiah Valley Sanitation District
Check Detail
July 2022

	Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL						-600.00	600.00
	Bill Pmt -Check	2124	07/22/2022	Urban Futures, Inc.	1001 - UVSD Checking		-8,000.00
	Bill	CD-2021-083	06/24/2022		5304 - Bond Compliance Support	-750.00	750.00
	Bill	0622-002	06/30/2022		5101 - Management - UFI	-7,250.00	7,250.00
TOTAL						-8,000.00	8,000.00
	Bill Pmt -Check	2125	07/22/2022	Willow Water District	1001 - UVSD Checking		-12,708.78
	Bill	534	07/01/2022		5203 - Office Rent	-463.00	463.00
					5204 - Office Utilities	-116.26	116.26
	Bill	147	06/30/2022		5102 - MSA - Willow	-11,920.95	11,920.95
					5402 - Parcel Quest	-199.95	199.95
					5206 - Supplies	-8.62	8.62
TOTAL						-12,708.78	12,708.78
	Bill Pmt -Check	2126	07/22/2022	RespecTech, Inc.	1001 - UVSD Checking		-99.17
	Bill	45489	06/30/2022		5209 - Information Technology-All	-99.17	99.17
TOTAL						-99.17	99.17
	Bill Pmt -Check	2128	07/27/2022	Tri-Cities	1001 - UVSD Checking		-93.00
	Bill	220600577101	06/30/2022		5201 - Telephone & DSL	-93.00	93.00
TOTAL						-93.00	93.00
	Bill Pmt -Check	2129	07/27/2022	USPS	1001 - UVSD Checking		-116.00
	Bill	07272022	07/27/2022		5205 - Postage	-116.00	116.00
TOTAL						-116.00	116.00

Savings Bank of Mendocino County
Beginning Balance as of 7/01/2022 \$547,242.01
Ending Balance as of 7/31/2022 \$880,008.23

Ukiah Valley Sanitation District
Check Detail
June 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check		06/30/2022	Ernie Wipf	1001 - UVSD Checking		-50.00
				5407 - Board Stipends	-50.00	50.00
TOTAL					-50.00	50.00
Bill Pmt -Check	2092	06/01/2022	City of Ukiah	1001 - UVSD Checking		-213,030.20
Bill	062022	06/01/2022		6300 - Operating Expense Allocation	-213,030.20	213,030.20
TOTAL					-213,030.20	213,030.20
Bill Pmt -Check	2094	06/10/2022	Best Best & Krieger LLP	1001 - UVSD Checking		-4,187.00
Bill	934899	04/30/2022		5601 - General Counsel	-2,729.50	2,729.50
Bill	937240	05/31/2022		5601 - General Counsel	-1,457.50	1,457.50
TOTAL					-4,187.00	4,187.00
Bill Pmt -Check	2095	06/10/2022	Golden State Risk Management Authority	1001 - UVSD Checking		-4,762.00
Bill	GS2207100293	06/10/2022		1502 - Prepaid Operating Expenses	-4,762.00	4,762.00
TOTAL					-4,762.00	4,762.00
Bill Pmt -Check	2096	06/10/2022	Hildebrand Consulting, LLC	1001 - UVSD Checking		-2,530.00
Bill	448	05/30/2022		5305 - Financial & Managerial Support	-2,530.00	2,530.00
TOTAL					-2,530.00	2,530.00
Bill Pmt -Check	2097	06/10/2022	Mark DeMeulenaere	1001 - UVSD Checking		-1,912.50
Bill	052022	05/31/2022		5305 - Financial & Managerial Support	-1,912.50	1,912.50
TOTAL					-1,912.50	1,912.50
Bill Pmt -Check	2098	06/10/2022	Mendocino County Auditor-Controller	1001 - UVSD Checking		-513.90
Bill	2250	05/30/2022		450 - Property Tax income	-513.90	513.90
TOTAL					-513.90	513.90
Bill Pmt -Check	2099	06/10/2022	Urban Futures, Inc.	1001 - UVSD Checking		-6,750.00
Bill	0522-001	05/31/2022		5101 - Management - UFI	-6,750.00	6,750.00
TOTAL					-6,750.00	6,750.00
Bill Pmt -Check	2100	06/10/2022	Victor A Sanchez	1001 - UVSD Checking		-6,000.00
Bill	062022	06/10/2022		643 - Professional Fees	-6,000.00	6,000.00
TOTAL					-6,000.00	6,000.00
Bill Pmt -Check	2101	06/10/2022	Willow Water District	1001 - UVSD Checking		-12,672.96
Bill	143	05/31/2022		5102 - MSA - Willow	-11,920.95	11,920.95
				5209 - Information Technology-All	-199.95	199.95
Bill	532	06/01/2022		5203 - Office Rent	-463.00	463.00
				5204 - Office Utilities	-89.06	89.06
TOTAL					-12,672.96	12,672.96
Bill Pmt -Check	2102	06/20/2022	Clifton Larson Allen, LLP	1001 - UVSD Checking		-2,500.00
Bill	3315183	05/31/2022		5307 - Financial Review/Monthly Report	-2,500.00	2,500.00
TOTAL					-2,500.00	2,500.00
Bill Pmt -Check	2103	06/20/2022	RespecTech, Inc.	1001 - UVSD Checking		-59.50
Bill	45284	06/03/2022		5206 - Supplies	-59.50	59.50
TOTAL					-59.50	59.50
Bill Pmt -Check	2104	06/20/2022	Rick Sands	1001 - UVSD Checking		-191.25

Ukiah Valley Sanitation District
Check Detail
June 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	05312022	05/31/2022		5401 · Engineer Services	-191.25	191.25
TOTAL					-191.25	191.25
Bill Pmt -Check	2105	06/20/2022	Tri-Cities	1001 · UVSD Checking		-91.05
Bill	220500577101	05/31/2022		5201 · Telephone & DSL	-91.05	91.05
TOTAL					-91.05	91.05
Check	2107	06/30/2022	Theresa McNerlin	1001 · UVSD Checking		-75.00
				5407 · Board Stipends	-75.00	75.00
TOTAL					-75.00	75.00
Check	2108	06/30/2022	Darwin Dick	1001 · UVSD Checking		-50.00
				5407 · Board Stipends	-50.00	50.00
TOTAL					-50.00	50.00
Check	2109	06/30/2022	Julie Bawcom	1001 · UVSD Checking		-75.00
				5407 · Board Stipends	-75.00	75.00
TOTAL					-75.00	75.00
Check	2110	06/30/2022	Candace Horsley	1001 · UVSD Checking		-75.00
				5407 · Board Stipends	-75.00	75.00
TOTAL					-75.00	75.00
Check	2111	06/30/2022	Ernie Wipf	1001 · UVSD Checking		-75.00
				5407 · Board Stipends	-75.00	75.00
TOTAL					-75.00	75.00
Savings Bank of Mendocino County						
Beginning Balance as of 6/01/2022					\$1,192,449.61	
Ending Balance as of 6/30/2022					\$547,242.01	

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 02, 2022

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[PMIA Average Monthly Yields](#)

UKIAH VALLEY SANITATION DISTRICT

GENERAL MANAGER
151 LAWS AVENUE, SUITE B
UKIAH, CA 95482

[Tran Type Definitions](#)

Account Number: 70-23-001

August 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
8/3/2022	7/29/2022	RD	1711191	N/A	MARK DEMEULENAERE	500,000.00
8/23/2022	8/22/2022	RW	1712224	N/A	MARK DEMEULENAERE	-1,000,000.00

Account Summary

Total Deposit:	500,000.00	Beginning Balance:	10,360,954.40
Total Withdrawal:	-1,000,000.00	Ending Balance:	9,860,954.40

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 02, 2022

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UKIAH VALLEY SANITATION DISTRICT

GENERAL MANAGER
151 LAWS AVENUE, SUITE B
UKIAH, CA 95482

[Tran Type Definitions](#)

Account Number: 70-23-001

July 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2022	7/15/2022	QRD	1708867	N/A	SYSTEM	17,990.94

Account Summary

Total Deposit:	17,990.94	Beginning Balance:	10,342,963.46
Total Withdrawal:	0.00	Ending Balance:	10,360,954.40

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 01, 2022

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UKIAH VALLEY SANITATION DISTRICT

GENERAL MANAGER
151 LAWS AVENUE, SUITE B
UKIAH, CA 95482

[Tran Type Definitions](#)

Account Number: 70-23-001

June 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/29/2022	6/24/2022	RD	1706646	N/A	MARK DEMEULENAERE	750,000.00

Account Summary

Total Deposit:	750,000.00	Beginning Balance:	9,592,963.46
Total Withdrawal:	0.00	Ending Balance:	10,342,963.46

UKIAH VALLEY SANITATION DISTRICT

**FINANCIAL STATEMENTS
MONTH ENDED AND FISCAL YEAR TO DATE
JUNE 30, 2022**

Working Draft for
Discussion Purposes
Only

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Working Draft for
Discussion Purposes
Only

**UKIAH VALLEY SANITATION DISTRICT
TABLE OF CONTENTS
MONTH ENDED AND FISCAL YEAR TO DATE JUNE 30, 2022**

Basic Financial Statements

Fund Financial Statements

Statement of Net Position	1
Statement of Revenues, Expenses, and Changes in Fund Net Position	2
Selected Notes To The Financial Statements	3

Working Draft for
Discussion Purposes
Only

These accrual basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

**UKIAH VALLEY SANITATION DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2022**

ASSETS

Current Assets:

Cash and Investments	\$ 11,038,069
Accounts Receivable	1,153,771
Interest Receivable	40,491
Restricted Cash	501,983
Due from City of Ukiah	1,000,000
Prepaid Expenses	<u>7,298</u>
Total Current Assets	<u>13,741,612</u>

Noncurrent Assets:

Capital Assets:

Depreciable, Net	<u>28,203,785</u>
Total Noncurrent Assets	<u>28,203,785</u>
Total Assets	<u>41,945,397</u>

LIABILITIES

Current Liabilities:

Accounts Payable	28,428
Accrued Interest	179,040
Customer Deposits Payable	35,800
Bonds Payable - Due in One Year	<u>1,466,000</u>
Total Current Liabilities	<u>1,709,268</u>

Long-Term Liabilities:

Bonds Payable - Due in More Than One Year	<u>20,729,000</u>
Total Long-Term Liabilities	<u>20,729,000</u>
Total Liabilities	<u>22,438,268</u>

NET POSITION

Net Investment in Capital Assets	6,008,785
Unrestricted	<u>13,498,344</u>
Total Net Position	<u>\$ 19,507,129</u>

These accrual basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

**UKIAH VALLEY SANITATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
MONTH ENDED AND FISCAL YEAR TO DATE JUNE 30, 2022**

	Month Ended June 30, 2022	Fiscal Year to Date June 30, 2022
OPERATING REVENUES		
Charges for Services	\$ 441,471	\$ 5,348,060
Connection Fees	20,131	557,457
Total Operating Revenues	<u>461,602</u>	<u>5,905,517</u>
OPERATING EXPENSES		
Services and Supplies	32,223	335,493
Operating Expense Allocation - City of Ukiah	(165,183)	2,178,149
Legal Expense	3,922	31,741
Depreciation and Amortization	65,649	787,416
Total Operating Expenses	<u>(63,389)</u>	<u>3,332,799</u>
OPERATING INCOME (LOSS)	<u>524,991</u>	<u>2,572,718</u>
NONOPERATING REVENUE (EXPENSES)		
Taxes and Assessments	-	61,112
Interest Income	20,512	72,497
Interest and Bond Expense	(44,760)	(553,891)
Total Nonoperating Revenue (Expenses)	<u>(24,248)</u>	<u>(420,282)</u>
CHANGE IN NET POSITION	500,743	2,152,436
Net Position - May 31, 2022 and June 30, 2021	<u>19,006,386</u>	<u>17,354,693</u>
NET POSITION - END OF PERIOD	<u>\$ 19,507,129</u>	<u>\$ 19,507,129</u>

These accrual basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

**UKIAH VALLEY SANITATION DISTRICT
SELECTED NOTES TO THE FINANCIAL STATEMENTS
FISCAL YEAR TO DATE JUNE 30, 2022**

Ukiah Valley Sanitation District

Selected Information

For the month ended and fiscal year to date June 30, 2022

The accompanying financial statements include the following departures from accounting principles generally accepted in the United States of America:

The financial statements omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America.

The financial statements omit all required supplementary information, such as management discussion and analysis as required by accounting principles generally accepted in the United States of America.

As of the quarter ended June 30, 2022, the District's final operating expense allocation from the City of Ukiah had not been determined.

The effects of these departures have not been determined.

These accrual basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

UKIAH VALLEY SANITATION DISTRICT
 APPROVED OPERATING EXPENSE BUDGET FOR FISCAL YEAR 2020-2021

DRAFT

EXPENDITURE DESCRIPTION	2021/2022	2021/22												
	Approved Budget	July	August	September	October	November	December	January Actual	February	March	April	May*	June	Total
Contract Management and Administration	\$ 211,152.00	\$ 15,971.00	\$ 14,909.00	\$ 14,158.00	\$ 17,284.00	\$ 13,471.00	\$ 15,971.00	\$ 16,471.00	\$ 14,971.00	\$ 18,721.00	\$ 15,296.00	\$ 18,671.00	\$ 19,171.00	\$ 195,065.00
Management- UFI	75,000.00	4,625.00	3,563.00	2,812.00	5,938.00	2,125.00	4,625.00	5,125.00	3,625.00	7,375.00	3,375.00	6,750.00	7,250.00	57,188.00
Administration & Clerical-Willow	136,152.00	11,346.00	11,346.00	11,346.00	11,346.00	11,346.00	11,346.00	11,346.00	11,346.00	11,346.00	11,921.00	11,921.00	11,921.00	137,877.00
Office Expense	\$ 35,140.00	\$ 2,130.00	\$ 2,479.00	\$ 3,258.00	\$ 2,207.00	\$ 2,085.00	\$ 2,180.00	\$ 3,138.00	\$ 3,652.00	\$ 2,245.00	\$ 2,305.00	\$ 15.00	\$ 2,122.00	\$ 27,816.00
Telephone & DSL	1,583.00	262.00	115.00	102.00	106.00	96.00	95.00	91.00	388.00	93.00	103.00	91.00	93.00	1,635.00
Dues & Subscriptions	1,000.00	-	-	100.00	-	-	-	-	-	-	-	-	-	100.00
Office Rent	5,100.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	463.00	463.00	463.00	5,214.00
Office Utilities	1,338.00	105.00	137.00	129.00	88.00	52.00	96.00	133.00	145.00	137.00	101.00	95.00	89.00	1,307.00
Postage	10,636.00	925.00	871.00	978.00	984.00	1,040.00	986.00	987.00	1,253.00	984.00	1,044.00	984.00	989.00	12,025.00
Supplies	1,407.00	-	206.00	75.00	213.00	75.00	-	183.00	50.00	61.00	174.00	(808.00)	68.00	297.00
Reproduction (prints & copies)	6,000.00	-	-	1,067.00	-	-	148.00	914.00	995.00	144.00	-	(995.00)	147.00	2,420.00
Office Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology -All	6,000.00	200.00	500.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	(31.00)	99.00	2,368.00
ICloud Services- Billing and Collections	2,076.00	213.00	225.00	182.00	191.00	197.00	230.00	205.00	196.00	201.00	220.00	216.00	174.00	2,450.00
Auditing & Fiscal Services	\$ 102,305.00	\$ 8,438.00	\$ 11,237.00	\$ 5,017.00	\$ 6,056.00	\$ 16,092.00	\$ 3,760.00	\$ 4,150.00	\$ 4,227.00	\$ 4,113.00	\$ 4,311.00	\$ 6,942.00	\$ 10,082.00	\$ 84,425.00
Audit Services-FS Preparation	22,500.00	-	6,265.00	-	-	12,500.00	-	-	-	-	-	-	-	18,765.00
Banking Services	337.00	30.00	184.00	-	-	30.00	60.00	-	40.00	-	30.00	-	25.00	399.00
State Controllers Report	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Compliance Support-	2,500.00	-	-	-	-	-	-	-	-	-	-	-	750.00	750.00
Financial and Managerial Support	30,000.00	1,260.00	1,080.00	1,462.00	3,556.00	450.00	1,200.00	1,050.00	487.00	1,613.00	1,781.00	4,442.00	6,807.00	25,188.00
Liability and Property Insurance	4,968.00	4,648.00	-	-	-	-	-	-	-	-	-	-	-	4,648.00
Financial Review/Monthly Reports	36,000.00	2,500.00	2,500.00	2,988.00	2,500.00	3,112.00	2,500.00	3,100.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	31,700.00
Bond Refinancing - Fiscal	5,000.00	-	-	-	-	-	-	-	1,200.00	-	-	-	-	1,200.00
Other Prof & Special Services	\$ 51,165.00	\$ 17,964.00	\$ -	\$ 455.00	\$ 1,050.00	\$ 645.00	\$ 435.00	\$ 148.00	\$ -	\$ 1,077.00	\$ 1,062.00	\$ 2,390.00	\$ 848.00	\$ 26,074.00
Engineer Services	10,000.00	1,543.00	-	255.00	1,050.00	645.00	85.00	148.00	-	702.00	1,062.00	191.00	298.00	5,979.00
Parcel Quest	2,340.00	-	-	-	-	-	-	-	-	-	-	2,199.00	200.00	2,399.00
LAFCO Dues	12,500.00	16,421.00	-	-	-	-	-	-	-	-	-	-	-	16,421.00
County Auditor (property tax admin)	2,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-
PR and Newsletter	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Rate Study	15,410.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Board Stipend	2,500.00	-	-	200.00	-	-	350.00	-	-	375.00	-	-	350.00	1,275.00
Elections Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Third Party True Up Expense -District Portion	4,915.00	-	1,208.00	567.00	-	-	-	-	-	-	-	-	-	1,775.00
Publication & Legal Notices	\$ 150.00	\$ 568.00	\$ 74.00	\$ 160.00	\$ 111.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 913.00
Legal Fees	\$ 125,000.00	\$ -	\$ 8,843.00	\$ -	\$ 7,037.00	\$ 1,710.00	\$ 822.00	\$ 1,431.00	\$ 450.00	\$ 3,339.00	\$ 2,730.00	\$ 1,457.00	\$ 3,922.00	\$ 31,741.00
General Counsel	50,000.00	-	8,843.00	-	7,037.00	1,710.00	822.00	1,431.00	450.00	3,339.00	2,730.00	1,457.00	3,922.00	31,741.00
Special Counsel	75,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Training/Transportation/Travel	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel to Seminars (Board)	4,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel for District Manager	1,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Seminars/Conferences	3,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-
JPA DUES	\$ 2,400.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Other	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	586,312.00	45,671.00	37,542.00	23,048.00	33,745.00	34,003.00	23,168.00	25,938.00	23,300.00	29,495.00	25,704.00	29,475.00	36,145.00	367,234.00

\$367,234.00

*Adjustments to reclassify expenses from the prior months are included in May 2022. Adjustment were in the following accounts: Supplies, Reproduction (prints & copies), Information Technology - All, and Parcel Quest.

Ukiah Valley Sanitation District
151 Laws Avenue
Ukiah, CA 95482

STAFF REPORT
September 14, 2022

To: Board of Directors
From: Wing-See Fox
Meeting Date: September 14, 2022

Item #7A: Resolution Awarding a Construction Contract and Authorizing the General Manager to Execute the Contract with the Lowest Responsible Bidder, Ghilotti Construction Company, Inc., in the Amount of \$222,715 for the North State Street – 8” Gravity Sewer Line Project and Approving the Project Plans and Specifications (Specification No. 22-01)

Background:

Approximately 10 years ago, the County of Mendocino performed a road widening project along North State Street. As part of that project, the District had sewer line improvements constructed at North State Street to serve properties that are currently on private sewer systems (septic systems) with public sewer in the future. To provide public sewer to those properties, the District desires to construct a sewer line across the Dunnewood Winery property to tie into the existing sewer main by the railroad tracks.

The owners of the Dunnewood Winery property, Constellation Brands U.S. Operations, Inc. (Constellation Brands), granted a sewer easement at no cost to the District on June 16, 2022. At the June 29, 2022 meeting, the Board accepted the sewer easement and authorized the City of Ukiah (City) to put the 8” gravity sewer line project out to bid.

Discussion:

The City advertised for bids for the sewer line project on August 17, 2022 and August 23, 2022. The bid opening date was September 6, 2022. Six bids were received, and Ghilotti Construction Company, Inc. (Ghilotti) was the lowest responsible bidder that submitted a responsive bid in the amount of \$222,715. The attached Resolution will award the construction contract to Ghilotti and approve the project plans and specifications. The Resolution will also authorize the General Manager to execute the construction contract and approve change orders not to exceed \$22,271, or 10% of the contract value.

Fiscal Effect:

Costs are \$244,986, which include \$222,715 for the award of the construction contract to Ghilotti and a budgeted not-to-exceed amount of \$22,271 for change orders.

Recommendation:

1. Approve Resolution Awarding a Construction Contract and Authorizing the General Manager to Execute the Contract with the Lowest Responsible Bidder, Ghilotti Construction Company, Inc., in the Amount of \$222,715 for the North State Street – 8” Gravity Sewer Line Project and Approving the Project Plans and Specifications (Specification No. 22-01)

Attachments:

1. Resolution (with Exhibit A – Construction Contract)
2. Bid Results

Respectfully submitted,



WING-SEE FOX
Interim District Manager

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY SANITATION DISTRICT AWARDING A CONSTRUCTION CONTRACT AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, GHILOTTI CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$225,715 FOR THE NORTH STATE STREET – 8” GRAVITY SEWER LINE PROJECT AND APPROVING THE PROJECT PLANS AND SPECIFICATIONS (SPECIFICATION NO. 22-01)

WHEREAS, on June 29, 2022, the Ukiah Valley Sanitation District (“District”) authorized the City of Ukiah (“City”) to put the eight-inch gravity sewer line improvements, to be performed at 2399 North State Street (“Project”) out to bid; and

WHEREAS, the Project will serve properties along North State Street within the District that will connect to public sewer in the future; and

WHEREAS, the Project was advertised for bids on August 17, 2022 and on August 23, 2022, the bid opening date was September 6, 2022, and the City received six (6) bids; and

WHEREAS, and Ghilotti Construction Company, Inc. was the lowest responsible bidder submitting a responsive bid on the Project with a bid amount of \$222,715; and

WHEREAS, no bid protest was filed within five (5) days of the bid opening as set forth in the Project specifications (Specification No. 22-01); and

WHEREAS, sufficient funds to award the Project are available in the Project budget; and

WHEREAS, staff recommends the Board of Directors approve the project plans and specifications; and

WHEREAS, staff recommends the Board award a construction contract to Ghilotti Construction Company, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the General Manager to execute a contract in the amount of \$222,715 in accordance with State law; and

WHEREAS, staff recommends the Board authorize the General Manager to approve change order(s) in an amount not to exceed \$22,271; ten percent (10%) of the total contract value, due to the Project’s completion schedule and staff’s capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the District.

NOW, THEREFORE, the Board of Directors of the Ukiah Valley Sanitation District, County of Mendocino, State of California does hereby resolve as follows:

SECTION 1. The Board of Directors has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The Board of Directors hereby awards the construction contract to, and authorizes the General Manager to, execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Ghilotti Construction Company, Inc. in the amount of \$222,715 for the Project, in substantially the form attached hereto as Exhibit A.

SECTION 3. The City Manager is hereby authorized to approve contract change order(s) in an aggregate amount not to exceed \$22,271.

SECTION 4. The Board of Directors hereby approves the Project plans and specifications (Specification No. 22-01).

SECTION 5. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by said Board on this 14th day of September, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair of the Board

ATTEST:

Secretary of the Board

STATE OF CALIFORNIA)
)
COUNTY OF MENDOCINO)

I, _____, Secretary of the Board of Directors of the Ukiah Valley Sanitation District, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by the Board of Directors of Ukiah Valley Sanitation District at a meeting of said Board held on the 14th day of September, 2022.

Name: _____
Secretary of the Board of Directors of the
Ukiah Valley Sanitation District

Exhibit A
Construction Contract

UKIAH VALLEY SANITATION DISTRICT
Mendocino County, California

AGREEMENT

FOR

UKIAH VALLEY SANITATION DISTRICT – NORTH STATE STREET 8 INCH GRAVITY SEWER LINE

Specification No. 22-01

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Ukiah Valley Sanitation District, Mendocino County, California, hereinafter called the District and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the District has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City of Ukiah, on behalf of the Ukiah Valley Sanitation District, a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City of Ukiah, on behalf of the Ukiah Valley Sanitation District, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within sixty (60) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the District. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the District shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the District.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, Ukiah Valley Sanitation District, or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The Ukiah Valley Sanitation District shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the

Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the District determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the District, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The District may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the District or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the District that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the District, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the District of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

- 1. Notice to Bidders
- 2. Wage Rates
- 3. General Conditions
- 4. Technical Specifications
- 5. Proposal
- 6. Fair Employment Practices Certification
- 7. Agreement
- 8. Contract Bonds
- 9. Contract Drawings and Construction Details
- 10. Standard Drawings
- 11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____

UKIAH VALLEY SANITATION DISTRICT, MENDOCINO COUNTY, CALIFORNIA

By: _____
DISTRICT MANAGER, UKIAH VALLEY SANITATION DISTRICT

Attest: _____
SECRETARY OF THE BOARD, UKIAH VALLEY SANITATION DISTRICT

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

GENERAL COUNSEL, UKIAH VALLEY SANITATION DISTRICT

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the Ukiah Valley Sanitation District (District) and _____ (Contractor).

Contractor is

_____ for District.

As a condition of issuing the work order, attached hereto, the District requires assurance that Contractor will protect the District from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless the Ukiah Valley Sanitation District and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the active negligence, sole negligence, or willful misconduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

UKIAH VALLEY SANITATION DISTRICT
Mendocino County, California

PERFORMANCE BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Ukiah Valley Sanitation District, organized and operating under the laws of the State of California, (hereinafter referred to as the "District") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the District in the sum of _____ (\$ _____), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the District, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the District, and make available as work

progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs by the District pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2022.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

(Attach Attorney-in Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

UKIAH VALLEY SANITATION DISTRICT
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Ukiah Valley Sanitation District ("District") has awarded to _____ ("Contractor/Principal") a contract (District Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the District, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$_____, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is give; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the __ day of _____, 202__.

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the District.

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

UKIAH VALLEY SANITATION DISTRICT
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and _____

_____, as **SURETY,**

are held and firmly bound unto the **Ukiah Valley Sanitation District** as Obligee, in the penal sum of

_____ (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Ukiah Valley Sanitation District dated _____ for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

CERTIFICATE OF INSURANCE
UKIAH VALLEY SANITATION DISTRICT

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMPANIES		BEST'S RATING
COMPANY LETTER A	_____	_____
COMPANY LETTER B	_____	_____
COMPANY LETTER C	_____	_____
COMPANY LETTER D	_____	_____
COMPANY LETTER E	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				GENERAL AGGREGATE	\$ _____
					PRODUCTS COMP/OPS AGGREGATE	\$ _____
					PERSONAL & ADVERTISING INJURY	\$ _____
					EACH OCCURANCE	\$ _____
					FIRE DAMAGE (any one fire)	\$ _____
					MEDICAL EXPENSES (any one person)	\$ _____
	AUTOMOTIVE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$ _____
					BODILY INJURY (per person)	\$ _____
					BODILY INJURY (per accident)	\$ _____
					PROPERTY DAMAGE	\$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$ _____
					AGGREGATE	\$ _____
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	_____
					EACH ACCIDENT	\$ _____
					DISEASE - POLICY LIMIT	\$ _____
					DISEASE - EACH EMPLOYEE	\$ _____
	PROPERTY DAMAGE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$ _____

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

- THE FOLLOWING PROVISIONS APPLY:**
- None of the above-described policies will be canceled until after 30 day's written notice has been given to the District at the address indicated below.
 - The District, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
 - It is agreed that any insurance or self-insurance maintained by the District will apply in excess of and not contribute with, the insurance described above. The District is named a loss payee on The Property Insurance Policies described above, if any.
 - All rights of subrogation under the Property Insurance Policy listed above have been waived against the District.
 - The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the District for injuries to employees of the insured resulting from work for the District or use of the District's premises or facilities.

INSURER:
 POLICY NUMBER:
 ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY
 FORM CG 20 10 11 85 (MODIFIED)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ----- OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
Ukiah Valley Sanitation District, its officers, officials, employees and volunteers 151 Laws Ave, #B, Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

 Signature-Authorized Representative

 Address

 Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR Ukiah Valley Sanitation District (the "District")

Endorsement No. _____
Issue Date: _____

PRODUCER Telephone: (____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in limits <input type="checkbox"/> In addition to limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self Insured Retention (check which) of \$ _____
---	--

NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the District unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the District are covered: DISTRICT AGREEMENTS/PERMITS
---------------	---

TYPE OF INSURANCE <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER	OTHER PROVISIONS
---	------------------

LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
--	---

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- INSURED: The District, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
- CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the District, the insurance afforded by this policy shall: (a) be primary insurance as respects the District, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the District, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
- CANCELLATION NOTICE: With respect to the interests of the District, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the District.
- SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
(1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto or
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
--------------------	--

DISTRICT UKIAH VALLEY SANITATION DISTRICT 151 Laws Avenue, #B Ukiah, California 95482	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date signed: _____
--	---

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR Ukiah Valley Sanitation District (the "District")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED

OTHER PROVISIONS

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the District.

2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the District, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the District.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

Ukiah Valley Sanitation District

151 Laws Avenue, #B

Ukiah, California 95482

AUTHORIZED Broker/Agent Underwriter

REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

CONSTRUCTION GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF UKIAH SPECIFICATIONS, CITY OF UKIAH STANDARD DRAWINGS AND THE PROJECT PLANS.
2. THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, ENCROACHMENT PERMITS, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
3. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444.
4. ANY AND ALL INSPECTION FEES SHALL BE DUE AND PAYABLE TO THE CITY BEFORE ANY WORK BEGINS.
5. CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
6. WHENEVER ANY MATERIAL OR EQUIPMENT IS INDICATED OR SPECIFIED BY PATENT OR PROPRIETARY NAME OR BY THE NAME OF THE MANUFACTURER, SUCH SPECIFICATION SHALL BE CONSIDERED AS USED FOR DESCRIBING THE MATERIAL OR EQUIPMENT DESIRED AND SHALL BE CONSIDERED AS FOLLOWED BY THE WORDS "OR APPROVED EQUAL". THE CONTRACTOR MAY OFFER ANY MATERIAL OR EQUIPMENT WHICH SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED; PROVIDED, THAT WRITTEN APPROVAL FIRST IS OBTAINED FROM THE CITY ENGINEER.
7. MATERIALS SHALL BE SO STORED TO ENSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE WORK. THEY SHALL BE SO LOCATED AND DISPOSED THAT PROMPT AND PROPER INSPECTION THEREOF MAY BE MADE.
8. THE CITY SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, NOTWITH- STANDING THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS WHICH MAY NOT HAVE EXPIRED; BUT SUCH TAKING POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE PROJECT PLANS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, THE CONTRACTOR SHALL BE ENTITLED TO SUCH EXTRA COMPENSATION, OR EXTENSION OF TIME OR BOTH, AS THE ENGINEER MAY DETERMINE.

DRAFT

CITY OF UKIAH

CONSTRUCTION
GENERAL NOTES

Scale: NO SCALE	Drawn By: ML	Approved By:	Drawing No.
Date: 12/03/87	Revised:		

TRENCH IN STREET

RIGHT OF WAY

TRENCH OUTSIDE STREET

RIGHT OF WAY

EXISTING PAVING

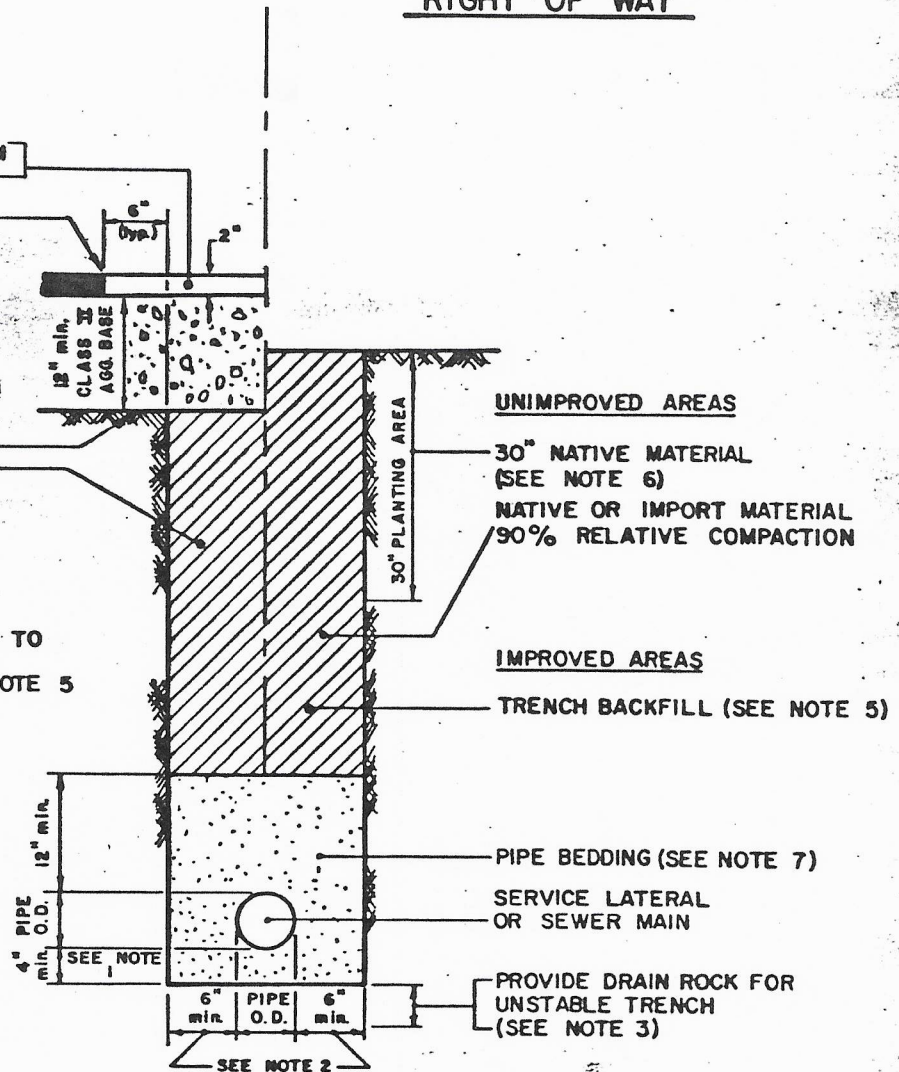
2" MINIMUM TYPE B-1/2" MEDIUM ASPHALT CONCRETE VERTICAL SAWCUT; TACK EDGES WITH ASPHALTIC EMULSION RS-1 CLASS II AGGREGATE BASE SECTION TO MATCH EXISTING OR 12" MIN.

STREETS UNDER CONSTRUCTION

SEE NOTE 4 SUBGRADE TRENCH BACKFILL (SEE NOTE 5)

UNPAVED AREAS

CLASS II AGGREGATE BASE UP TO FINISH GRADE, PLACE TRENCH BACKFILL PER NOTE 5



NOTES:

1. When excavation is in rocky ground, use the greater of 1/4 pipe o.d. or 4" minimum.
2. For 18" diameter pipe, or less, use 6" minimum, 9" maximum; for greater than 18" dia. use 9" minimum, 12" maximum.
3. For unstable trench provide drain rock for width of trench, depth as specified on the improvement plans or by the engineer.
4. New street section per improvement plans.
5. Trench backfill, 90% relative compaction.

Sieve size	% passing
3/4"	95 %
No. 4	65 % min.
No. 100	15 % max

6. Backfill with native material removed from upper 30", 85% relative compaction.
7. Pipe bedding, 90% relative compaction.

Sieve size	% passing
3/4"	95 - 100 %
No. 4	55 - 100 %

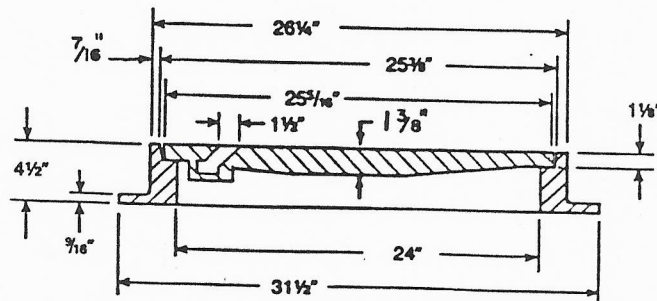
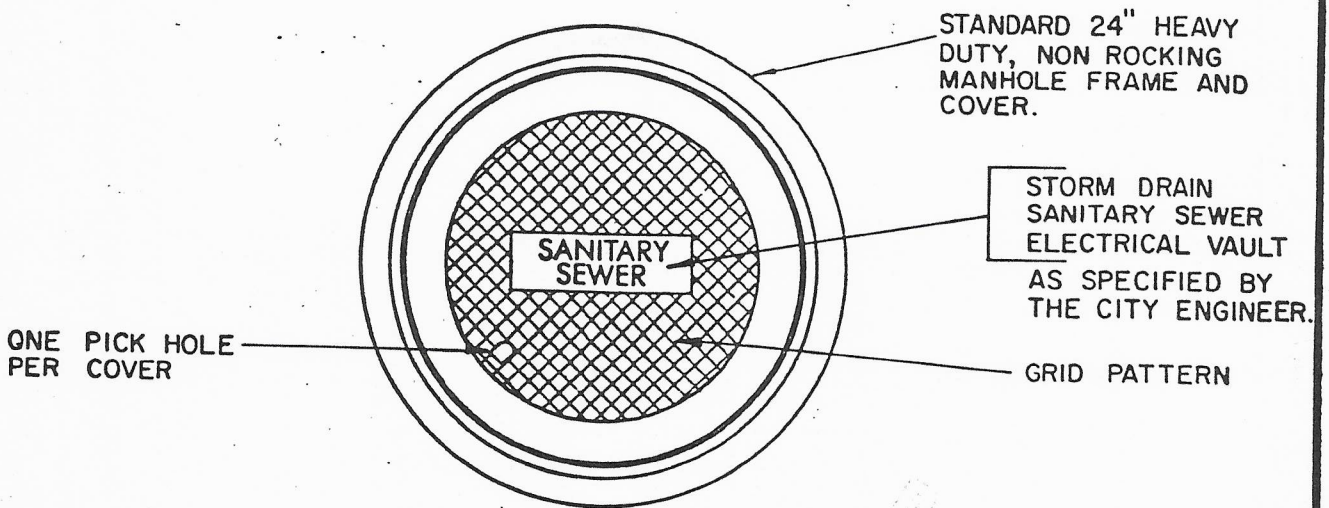
8. Compaction: hand and mechanical tamping in 8" maximum lifts.

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CITY OF UKIAH

**TRENCH DETAIL
SERVICE LATERAL/SEWER MAIN**

Scale: no scale	Drawn By: ML	Approved By:	Drawing No.
Date: 2/20/87	Revised:		220



DRAFT

NOTES:

1. Specify "STORM DRAIN", "SANITARY SEWER" or "ELECTRICAL VAULT" when ordering; all castings shall be dipped in asphalt paint (black bituminous paint).
2. All material used in manufacturing shall conform to A.S.T.M. A-159-G3000 or to United States Government Specifications QQI-652b.
3. Minimum weight requirements:

cover	—	130 pounds
frame	—	135 pounds
4. Approved manholes frame and cover assemblages:

PHOENIX IRON WORKS	P-1090
PINKERTON FOUNDRY	A-640
SOUTH BAY FOUNDRY	A-46
VALLEY IRON AND STEEL	127

CITY OF UKIAH			
MANHOLE FRAME AND COVER DETAIL			
Scale: NO SCALE	Drawn By: ML	Approved By:	Drawing No.
Date: 1/30/87	Revised:	204	

SEE STANDARD DRAWING NO. 204

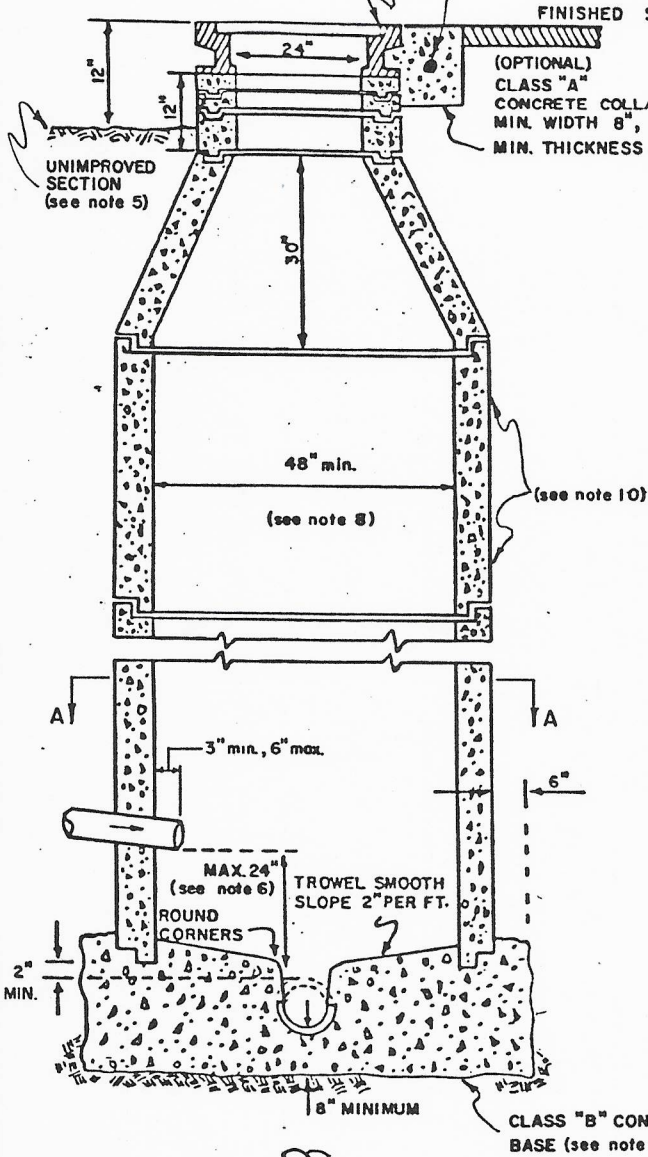
1-#4 BAR, CENTERED AND CONTINUOUS

FINISHED SURFACE

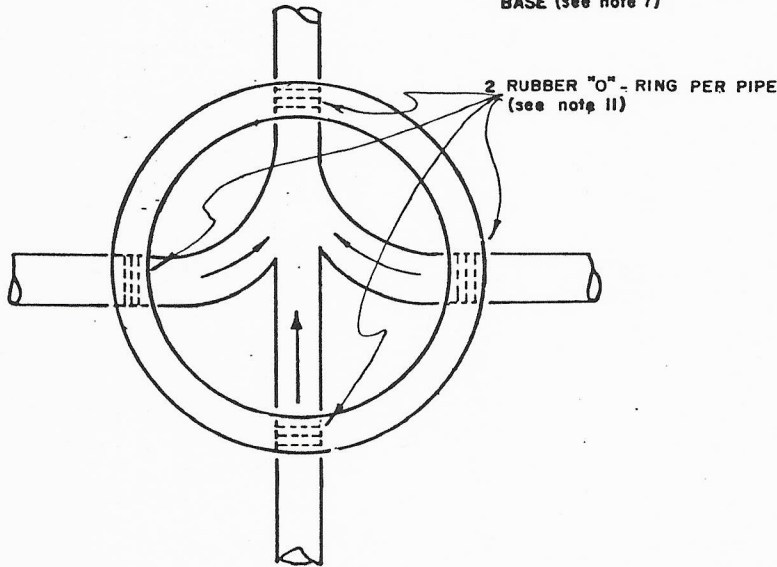
(OPTIONAL)
CLASS "A"
CONCRETE COLLAR,
MIN. WIDTH 8",
MIN. THICKNESS 8"

NOTES:

1. USE CEMENT MORTAR ON ADJUSTMENT RINGS.
2. MAXIMUM HEIGHT OF GRADE ADJUSTMENT RINGS SHALL BE 12".
3. STEPS NOT REQUIRED OR ACCEPTED.
4. CONE SECTIONS SHALL BE CONCENTRIC.
5. MANHOLES INSTALLED IN UNIMPROVED AREAS, SHALL BE A MINIMUM 12" ABOVE GRADE, AS SHOWN.
6. LATERALS ENTERING MANHOLE SHALL BE NO MORE THAN 24" ABOVE LOW POINT OF INSIDE SHELVE.
7. BASE SHALL BE POURED FULL THICKNESS TO UNDISTURBED SIDES OF EXCAVATION OR SHALL BE FORMED.
8. STANDARD MANHOLE BARREL SECTION PER ASTM C 478. MINIMUM DIAMETER SHALL BE 48" HOWEVER, A LARGER DIAMETER MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES.
9. DISTANCE BETWEEN TOP OF SEWER PIPE AND BOTTOM OF BARREL SECTION SHALL BE NO LESS THAN 2".
10. SET ALL BARREL SECTIONS, AND TAPER SECTIONS IN PLASTIC GASKET, RAM-NECK, OR IN BUTYL RUBBER KENT-SEAL OR APPROVED EQUAL MORTAR ALL JOINT VOIDS, INSIDE AND OUTSIDE OF MANHOLE.
11. SET SEWER MAINS, LATERALS AND STUB OUTS WITH 2 RUBBER "O" RINGS, OR WATERSTOPS (See SECTION A-A), PER PIPE.
12. INSIDE WALLS OF MANHOLE SHALL RECEIVE ONE(1) COAT MINIMUM OF THOROSEAL, OR APPROVED EQUAL.



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SECTION A-A

CITY OF UKIAH

STANDARD SEWER
MANHOLE

Scale: NO SCALE	Drawn By: ML	Approved By:	Drawing No.
Date: 12/17/86	Revised:		201

Connect to the existing manhole in accordance with City of Ukiah plans and specifications

Existing manhole
Rim=624.80
Inv=614.93

SSMH 1
Rim=624.87
Inv=614.77

North State Street

325.33'

SSMH 2
Rim=620.60
Inv=613.10

Proposed new sewer manhole locations (typ)

270.98'

SSMH 3
Rim=617.71
Inv=611.71

SSMH 4
Rim=617.25
Inv=610.25

Proposed new 8" sewer
1761 LF S=0.514%

252.73'

SSMH 5
Rim=615.45
Inv=608.95

Ackerman Creek

289.62'

SSMH 6
Rim=615.46
Inv=607.46

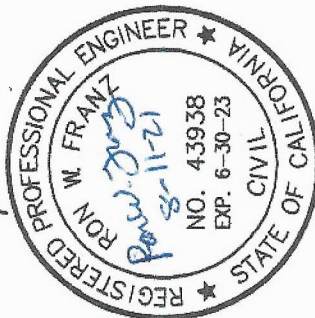
New sewerline is along the western and southern edge of this open field area and within the former vineyard perimeter road. See aerial photo for location.

Northwestern Pacific Railroad

303.82'

Existing manhole
Rim=613.02
Inv=605.90

Connect to the existing manhole in accordance with City of Ukiah plans and specifications



NOTE:
All work shall be done in accordance with the City of Ukiah standard plans and specifications for sewerline construction. All testing and materials shall also be done per City specifications..

Preliminary Sewerline Plan
2399 North State Street, Ukiah
Aug 11, 2021 -- Scale: 1"=200'



Ukiah Valley Sanitation District
151 Laws Avenue
Ukiah, CA 95482

STAFF REPORT
September 14, 2022

To: Board of Directors
From: Wing-See Fox
Meeting Date: September 14, 2022

Item #7B: Vactor 2100i as a Joint City-District Capital Item

Background:

In April 2022, the Ukiah City Council approved the purchase of a Vactor 2100i Truck Mounted Vacuum System from Owen Equipment in the amount of \$542,462.07 and approved a corresponding budget amendment. The City's Public Works 5-year capital improvement plan (CIP) has a Vactor truck budgeted for FY22-23. The purchase of the item was originally planned for FY21/22 but was delayed due to the pandemic. City staff assessed that supply chain delays had increased the lead time significantly for vehicles, and that the truck would have a lead time of 9-12 months or over two years if the order was not placed soon.

Discussion:

The Vactor truck will primarily be used for water and sewer maintenance activities, such as cleaning sewer mains, lift stations, recycled water ponds, work at the Wastewater Treatment Plant, and repairing water main breaks. The City's Electric Utility Department will also use the equipment and will be contributing to the purchase. \$225,000 was allocated to the Sewer Fund. Since all shared capital projects/items over \$200,000 are required to be approved by the Board, and since the District would be contributing to the amount allocated to the City's Sewer Fund (based on the allocation split at the time of incurrence of costs) plus a negotiated indirect cost, District staff is bringing this item to the Board for consideration. This item was not included in the list of capital projects approved by the Board as part of the FY2022-23 Budget process. Staff does not anticipate a need to amend the District's Budget since staff believes that the amount that was budgeted for joint capital projects in FY2022-23 (\$1.4 million) will be enough to cover capital expenses incurred in FY2022-23.

Recommendation:

Approve Vactor 2100i (estimated cost of \$225,000 allocated for sewer purposes) as a Joint City-District Capital Item.

Respectfully submitted,



WING-SEE FOX
Interim District Manager

CITY OF UKIAH AND UVSD
 ESSU STATISTICS REPORT
 August 1, 2022

	City Accounts # ESSU Units	UVSD #ESSU Units	Total All Acct. #ESSU Units
YTD 8/1/22	6832.966	5688.27	12521.236
% of Total ESSU's	54.57%	45.43%	100.00%
Percent New Plant ESSU's Used	48.33%	39.63%	42.68%
New Plant ESSU's Used	405.97	618.27	1024.236
New Plant ESSU's Remaining	434.03	941.73	1375.76
New Plant Agreement	35.00%	65.00%	100.00%
New Plant Capacity	840	1560	2400

MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482
Telephone: (707) 463-4470 | E-mail: eo@mendolafo.org | Web: www.mendolafo.org

COMMISSIONERS

Tony Orth, Chair
Special District Member

Scott Ignacio, Vice-Chair
City Member

Gerald Ward, Treasurer
Public Member

Matthew Froneberger
Special District Member

Glenn McGourty
County Member

Maureen Mulheren
County Member

Mari Rodin
City Member

Gerardo Gonzalez,
Alternate
City Member

John Haschak, Alternate
County Member

Richard Weinkle, Alternate
Public Member

Vacant, Alternate
Special District Member

STAFF
Executive Officer
Uma Hinman

Analyst
Larkyn Feiler

Commission Clerk
Kristen Meadows

Counsel
Scott Browne

REGULAR MEETINGS

First Monday of each month
at 9:00 AM in the
Mendocino County
Board of Supervisors
Chambers
501 Low Gap Road, Ukiah

Date: August 19, 2022

To: Presiding Officers of Independent Special Districts in Mendocino County

From: Uma Hinman, Executive Officer

Subject: Official Independent Special District Election Ballot

Announcement of election for the special district regular member seat on LAFCo. The election will fill a four-year term ending beginning January 1, 2023 through December 31, 2026.

The process for selecting special district members to LAFCo is set forth in Government Code Section (GOV) 56332, which provides for a meeting to be convened among representatives from each of the 49 independent special districts in Mendocino County, unless the Executive Officer determines that a meeting is not feasible. Pursuant to GOV 56332(f), the LAFCo Executive Officer is conducting the nomination process and election by mail on behalf of the Independent Special District Selection Committee, determining that achieving a quorum for a meeting is not feasible.

A request for nominations was sent via certified mail on April 29, 2022, announcing the vacancy of the alternate special district seat and the upcoming term expiration of a regular special district seat, and soliciting nominations from independent special district boards for candidates to fill the four-year terms (January 1, 2023 – December 31, 2026) for both seats. The nomination period ended August 1, with the following three (3) nominations received by the deadline.

Nominee/Candidate	Agency	Status
Regular Special District Member		
Francois Christen	Anderson Valley CSD	Election
Candace Horsley	Ukiah Valley Sanitation District	Election
Alternate Special District		
Francois Christen	Anderson Valley CSD	Appointed

Having received only one nomination for the Alternate Special District term, in accordance with GOV 56332(c)(2), the nominee is deemed appointed. The receipt of more than one nomination for the Regular Special District term requires an election by mailed ballot.

Enclosed is the official ballot to elect one candidate to serve as regular special district member on Mendocino LAFCo for the term that ends December 31, 2026.

Ballots must be returned to Mendocino LAFCo at 200 South School Street, Ukiah, CA, 95482, or by email to eo@mendolafo.org, on or before November 11, 2022 at 12:00 p.m.

Your district is encouraged to participate in this election process. For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be deemed elected.

Any nomination and ballot received by the Executive Officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the Executive Officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. An election schedule with information about the counting of ballots and successful candidate notification is enclosed.

Election Schedule

LAFCo request for nominations mailed to independent special districts via certified mail	Sent April 29, 2022
Nomination deadline	August 1 by 5:00 p.m.
Ballots mailed to independent special districts via certified mail	August 19
Ballots due to LAFCo	November 11 by 12:00 p.m.
Ballots tallied at LAFCo office; successful candidate notified	November 15 at 11:00 a.m.
Election results mailed to independent special districts	No later than November 22
Confirmation of election results	December 5, 2022 Regular Meeting of the Commission

Current Special District Members on LAFCo

Designation	Current Member	Term Ends
Regular Member	Tony Orth, Brooktrails Township Community Services District	December 31, 2024
Regular Member	Matthew Froneberger, Russian River Flood Control District	December 31, 2022
Alternate Member	Vacant	December 31, 2022

Attachments:

1. Candidate Information Forms
2. List of Independent Special Districts of Mendocino County

Enclosed: Official 2022 Ballot

Attachment 1

Candidate Information Forms

MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482
Telephone: (707) 463-4470 | E-mail: eo@mendolaafco.org | Web: www.mendolaafco.org

Special District Member Candidate Information Sheet

Candidate Name	Francois G. Christen
Address	10951 Big Meadow Road PO Box 157 Philo CA 95465-0167
Phone	707-300-6041
Email	fosrover@me.com
District	Anderson Valley Community Services District
Title	Board Member

1. Length of service with District:

2 years, 8 months

2. Present Occupation:

Community Service

3. Personal and Professional Background:

- Worked in industry as a marketing researcher and marketing scientist from 1980 to 2013
- Employed at Wells Fargo Bank 16 years in Small Business, ATM Banking and Consumer Insights Group; managed teams from 3 to 36 employees
- Also worked at the Rand Corporation, SRI (Stanford Research Institute), and Landor Associates
- Owned a small marketing strategy/research consultancy for seven years
- Ph.D. in Experimental Psychology, UCLA 1980

4. Summarize your interest in serving on LAFCO:

I have been very interested in policy making since I was a graduate student and working at the Rand Corporation as an in-house consultant. At Rand I worked on a project studying growth in four major cities including San Jose, where the issue was whether citizens wanted housing versus orchards. I am interested in representing the interests of Special Districts in Mendocino County at LAFCO. In general, I am in favor of sensible regulations pertaining to LAFCO's mandate of establishing (formations and

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Local Agency Formation Commission

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Special District Member Candidate Information Sheet

Candidate Name	Candace Horsley
Address	1261 Ridgeview Drive
Phone	707 391-7574
Email	candacehorsley@sbcglobal.net
District	Ukiah Valley Sanitation District
Title	Board Member

1. Length of service with District:

3 years

2. Present Occupation:

Retired City Manager

3. Personal and Professional Background:

I was City Manager at the City of Ukiah for thirteen years and worked on many issues that involved LAFCo. I have dealt with local, state and federal agencies on a variety of issues and projects.

4. Summarize your interest in serving on LAFCo:

The purpose of LAFCo includes discouraging urban sprawl and providing efficient government services. LAFCo also encourages the orderly formation and development of local agencies based upon local conditions and circumstances. I believe that we are at a critical time in Mendocino County and would like to contribute to the orderly changes that could occur in this region.

5. Summarize your qualifications for serving on LAFCo:

I believe that my past experience with SOI's, MSR's and local planning issues provides me with a broad spectrum of experience in these areas. Since being elected to the Sanitation Board, I have helped work through potentially contentious issues for the good of the entire valley and the Board. Additionally, I have participated in City/County agreements and worked extensively with water districts.

Attachment 2

Independent Special Districts of Mendocino County

Albion-Little River Fire District	Mendocino Coast Recreation and Park District
Anderson Valley Cemetery District	Mendocino County Resource Conservation District
Anderson Valley Community Services District	Mendocino County Water Works District No. 2
Brooktrails Township Community Services District	Mendocino Fire Protection District
Calpella County Water District	Mendocino-Little River Cemetery District
Caspar South Water District	Millview County Water District
Cemetery District of the Redwoods	Noyo Harbor District
Comptche Community Services District	Pacific Reefs Water District
Covelo Community Services District	Piercy Fire Protection District
Covelo Fire Protection District	Potter Valley Cemetery District
Covelo Public Cemetery District	Potter Valley Community Services District
Elk Community Services District	Potter Valley Irrigation District
Elk County Water District	Redwood Coast Fire Protection District
Fort Bragg Rural Fire Protection District	Redwood Valley-Calpella Fire District
Gualala Community Services District	Redwood Valley County Water District
Hopland Cemetery District	Round Valley County Water District
Hopland Fire Protection District	Russian River Cemetery District
Hopland Public Utility District	Russian River Flood Control and Water Conservation Improvement District
Irish Beach Water District	South Coast Fire Protection District
Laytonville County Water District	Ukiah Valley Fire Protection District
Leggett Valley Fire Protection District	Ukiah Valley Sanitation District
Little Lake Fire Protection District	Westport County Water District
Long Valley Fire Protection District	Westport-Ten Mile Cemetery District
Mendocino City Community Services District	Willow County Water District
Mendocino Coast Health Care District	

MENDOCINO

Local Agency Formation Commission

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2022 ELECTION BALLOT

Mark selection directly onto the ballot, voting for no more than one (1) candidate for the indicated seat.

Special District <i>Regular</i> Member	
Please Vote for One (1)	
<input type="checkbox"/> Francois Christen – Anderson Valley Community Services District	
<input type="checkbox"/> Candace Horsley – Ukiah Valley Sanitation District	
<input type="checkbox"/> _____	_____
<i>(Write in Candidate)</i>	<i>(Name of District)</i>
Certification of Ballot	
_____	_____
District Board Chair or Designee	District Manager/Clerk or Secretary of the Board
_____	_____
District	Date

Ballots must be returned to Mendocino LAFCo at 200 South School Street, Ukiah, CA, 95482, or by email to eo@mendolafco.org, on or before **November 11, 2022 at 12:00 p.m.**

Bend OR
(541) 382-3011
Indian Wells
(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584



BEST BEST & KRIEGER
ATTORNEYS AT LAW

655 West Broadway, 15th Floor, San Diego, CA 92101
Phone: (619) 525-1300 | Fax: (619) 233-6118 | www.bbklaw.com

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(951) 686-1450
Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Frida Mancilla Vega
(619) 525-1344
frida.mancillavega@bbklaw.com

June 28, 2022

Ukiah Valley Sanitation District
Attn: General Manager
151 Laws Avenue
Ukiah, CA 95482

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

In accordance with our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, San Francisco-Oakland-Hayward, CA area most recent 12-month published. The Index has increased by 5%, therefore, the hourly rates will be:

<u>Basic Services</u>	<u>Rate/Hr.</u>	<u>Special Services</u>	<u>Rate/Hr.</u>
All Attorneys	\$278.00	All Attorneys	\$310.00
Non-Attorneys	\$163.00	Non-Attorneys	\$173.00

These rates will adjust automatically on July, 1 2022.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Joshua Nelson.

Sincerely,

Frida Mancilla Vega
Jr. Business Analyst
for BEST BEST & KRIEGER LLP