

ERNIE WIPF  
CHAIR

JULIE BAWCOM  
VICE-CHAIR

THERESA MCNERLIN  
DIRECTOR

DARWIN DICK  
DIRECTOR

CANDACE HORSLEY  
DIRECTOR

UKIAH VALLEY SANITATION DISTRICT SPECIAL MEETING  
WEDNESDAY June 29, 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: 832-2307-9809

Zoom Link: <https://us02web.zoom.us/j/83223079809>

*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](mailto: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. 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.

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- 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 District

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

### **3. ADJOURNMENT**

Ukiah Valley Sanitation District  
151 Laws Avenue  
Ukiah, CA 95482

STAFF REPORT  
June 29, 2022

To: Board of Directors  
From: Wing-See Fox  
Meeting Date: June 29, 2022

Item #2A: 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

**Background:**

On April 8, 2021, the District sent a letter to the Dunnewood Winery requesting a sewer easement across the winery property at 2399 North State Street, Ukiah, CA 95482. 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 has two options:

1. Construct a sewer line across Dunnewood Winery property and tie into the existing sewer main by the railroad tracks.
2. Construct a sewer pump station near the bridge at Ackerman Creek, pump the sewage to Olive Avenue, construct a gravity sewer line down Olive Avenue, and tie into the existing sewer line by the railroad tracks.

The preferred option is to construct a gravity sewer line across Dunnewood Winery property as a sewer pump station is costly to construct and requires ongoing costs of operation and maintenance.

The owners of the Dunnewood Winery property, Constellation Brands U.S. Operations, Inc. (Constellation Brands), agreed to provide a sewer easement at no cost to the District. Since August 2021, the District has been in discussions with Constellation Brands regarding a survey of the land and language for the easement. Since the Dunnewood Winery is an operating winery, the District cannot work in the Sewer Easement Area during harvest season (August through November) except to make emergency repairs or the Winery/Constellation Brands provides written consent. The District will maintain standard insurance (general liability, auto, workers' compensation and employer's liability) for the easement, and indemnify Constellation Brands for damage resulting from the District's use of the Sewer Easement Area.

**Discussion:**

The attached Grant of Easement was signed by Constellation Brands on June 16, 2022. The easement would grant the District a non-exclusive permanent easement to construct, maintain, improve, occupy, and inspect underground sewer facilities. The Sewer Easement Area is 20 feet wide, consisting of 10 feet on either side of the sewer line.

The attached Resolution, Certificate of Acceptance and Grant Deed conveys the property interests to the District. The Board has already budgeted for the City of Ukiah putting the sewer line improvements out to bid.

**Fiscal Impact:**

Costs include \$6,500 for civil engineering and land surveying work for the easement, legal costs to prepare the easement, and \$350,000 (plus \$5,000 in indirect costs to the City of Ukiah) to put the sewer line improvements out to bid and award the contract.

**Recommendation:**

1. 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.

**Attachments:**

1. Resolution
2. Grant of Easement
3. Certificate of Acceptance

Respectfully submitted,



WING-SEE FOX  
Interim District Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY  
SANITATION DISTRICT ACCEPTING A GRANT OF SEWER EASEMENT  
FROM CONSTELLATION BRANDS U.S. OPERATIONS, INC. AND  
AUTHORIZING THE CITY OF UKIAH TO GO OUT TO BID ON THE  
SEWER IMPROVEMENTS ON BEHALF OF THE DISTRICT**

**WHEREAS**, the Ukiah Valley Sanitation District (“District”) previously constructed sewer line improvements at North State Street to serve properties currently on septic systems with public sewer in the future; and

**WHEREAS**, the District desires to construct a sewer line across 2399 North State Street, Ukiah, CA 95482, which is owned by Constellation Brands U.S. Operations, Inc. to provide public sewer to those properties (“Project”); and

**WHEREAS**, Constellation Brands U.S. Operations, Inc. desires to give the District free of charge a sewer easement for a portion of its property in order to allow the District to construct the sewer line and thereafter maintain the sewer line; and

**WHEREAS**, the District desires to accept the sewer easement for sewer line installation and maintenance purposes, as described and depicted in Exhibit “A,” which is attached hereto and incorporated herein by this reference, in order to access that portion of Constellation Brands U.S. Operations, Inc.’s property to construct the sewer line; and

**WHEREAS**, Government Code Section 27281 requires the District’s Board of Directors to adopt a certificate or resolution of acceptance in order to accept this sewer easement; and

**WHEREAS**, the District evaluated the Project in light of the standards for environmental review outlined in the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) and the California Code of Regulations (Cal. Code Regs., tit. 14, §§ 15000 et seq.) (“State CEQA Guidelines”); and

**WHEREAS**, the Project is exempt from CEQA review pursuant to State CEQA Guidelines Section 15303(d); and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have been met; and

**WHEREAS**, the District desires for the City of Ukiah to put the sewer improvements out to bid on the District’s behalf.

**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 recitals above are true and correct and are hereby incorporated herein by this reference.

**SECTION 2.** The Board finds the Project statutorily and categorically exempt from further environmental review pursuant to State CEQA Guidelines Section 15303 as the

Project involves the construction and location of limited numbers of new, small facilities or structures, and the sewer line is of reasonable length.

**SECTION 3.** The Board hereby accepts the Grant of Sewer Easement for the property described and depicted in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference, and authorizes execution of said easement.

**SECTION 4.** The Certificate of Acceptance attached in Exhibit "B" is hereby approved and this Resolution serves as the Resolution of Acceptance as required by Government Code Section 27281.

**SECTION 5.** The District's General Manager is hereby authorized and directed to execute the Certificate of Acceptance on behalf of the District.

**SECTION 6.** The District's Board Secretary is hereby authorized and directed to cause the Grant of Sewer Easement, along with the Certificate of Acceptance, to be recorded with the County Recorder.

**SECTION 7.** The District directs staff to file a Notice of Exemption with the Mendocino County Clerk within 5 working days of the execution of this Resolution.

**SECTION 8.** The District authorizes the City of Ukiah to put the sewer line improvements associated with the Grant of Sewer Easement out to bid on the District's behalf, and further authorizes the District's General Manager to take any necessary steps to allow for City to bid the project.

**SECTION 9.** The Chair of the District's Board of Directors shall sign this Resolution and the District's Secretary of the Board of Directors shall attest and certify to the passage and adoption thereof. The Secretary shall transmit a copy of this Resolution to the City.

**SECTION 10.** This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** by said Board on this 29th day of June, 2022 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
President 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary of the Board of Directors of the  
Ukiah Valley Sanitation District

**Exhibit A**  
**Grant of Sewer Easement**



**Exhibit B**  
**Certificate of Acceptance**

**RECORDED AT REQUEST OF:**

Ukiah Valley Sanitation District

**WHEN RECORDED RETURN TO:**

Ukiah Valley Sanitation District  
151 Laws Avenue  
Ukiah, CA 95482  
Attention: Board Secretary

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Exempt from Filing Fees, Government Code Sections 6103 & 27383

APN: 169-242-11, 169-242-13

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF EASEMENT**

**(for sewer purposes)**

THIS GRANT OF EASEMENT (this "**Grant of Easement**") is entered into effective as of the date this Grant of Easement is fully executed by the parties hereto.

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **CONSTELLATION BRANDS U.S. OPERATIONS, INC.**, a New York corporation, successor in interest to **CANANDAIGUA WEST, INC.**, a New York corporation (referred to herein as "**Grantor**"), hereby grants to the **UKIAH VALLEY SANITATION DISTRICT**, a sanitation district organized under the County Sanitation District Act (Health and Safety Code section 4700 *et seq.*), its successors or assigns (referred to herein as "**Grantee**"), a non-exclusive permanent and perpetual easement and right-of-way, in, on, under, along and through that certain real property more fully described in EXHIBIT A and depicted on EXHIBIT B, attached hereto and incorporated herein by reference (referred to herein as the "**Sewer Easement Area**"), together with the right to forever maintain, improve, alter, relocate, inspect, occupy, and use for the reconstruction, replacement, removal, repair, operation, and maintenance of underground sewer facilities, subject to the terms and conditions set forth herein (referred to herein as the "**Sewer Easement**"). The Sewer Easement Area is an area twenty (20) feet in width consisting of ten (10) feet on either side of the line as described in EXHIBIT A, provided however, if any portion of the Sewer Easement Area is located less than ten (10) feet from a property line on the Property (defined below) then the width of the Sewer Easement Area is reduced so that the property line forms the boundary of the Sewer Easement Area.

The Sewer Easement and Sewer Easement Area will be located on that certain real property situated in the County of Mendocino, State of California consisting of (a) APN 169-242-11 and more fully described in EXHIBIT C-1 and (b) APN 169-242-13 and more fully described in

EXHIBIT C-2 (referred to herein, collectively, as the "**Property**"), owned by Grantor. The Property is depicted on EXHIBIT C-3.

Subject to the terms and conditions of this Grant of Easement, the Sewer Easement shall include the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen (collectively, "**Permittees**") to: (i) perform all activities as may be necessary to facilitate the purposes of the Sewer Easement; (ii) have access to, ingress to, and egress from the Sewer Easement Area as may be necessary to facilitate the purposes of the Sewer Easement; (iii) trim, cut, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, that may endanger or interfere, in Grantee's reasonable opinion, with the Sewer Easement or Sewer Easement Area; and (iv) take such reasonable action as may be necessary, in Grantee's reasonable discretion, to protect the Sewer Easement.

Grantor hereby covenants, by and for itself, its assigns, and its voluntary and involuntary successors in interest to the Property or any part thereof, that Grantor shall not, without the prior written consent of Grantee (which shall not be unreasonably withheld, conditioned, or delayed), erect, place, or maintain any building, wall, fence, or other permanent structure within the Sewer Easement Area, or undertake any other activity, which may materially interfere with the Sewer Easement and/or Grantee's exercise of all rights and privileges thereof.

By its acceptance of this Grant of Easement, Grantee covenants and agrees, for itself, its assigns, and its voluntary and involuntary successors in interest the following:

1. **AS IS Condition.** Grantee hereby accepts the Sewer Easement in its "AS IS" condition, and Grantee expressly agrees that there are and shall be no express or implied warranties as to the capacity or suitability of the Sewer Easement, and there are no warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Grant of Easement. Grantee acknowledges and agrees that the Sewer Easement is non-exclusive and is subject to other easements, restrictions and encumbrances whether recorded or unrecorded.

2. **Maintenance of Sewer Easement Area.** Grantee shall be solely responsible for the general maintenance and condition of the Sewer Easement Area, including but not limited to the maintenance and condition over the Sewer Easement Area.

(A) Grantee shall use commercially reasonable efforts to provide Grantor with at least forty-eight (48) hours' notice prior to undertaking any repairs, maintenance, or improvements of the Sewer Easement Area; provided however, such advance notice is not required for any emergency repairs

(B) Except with respect for any emergency repairs, which shall not be subject to any restriction, Grantee shall not perform any work in the Sewer Easement Area during the months of August, September, October and November (collectively, "**Harvest Season**") without the prior written consent of Grantor which may be withheld in Grantor's sole and absolute discretion. Grantee acknowledges and agrees that (i) the Harvest Season is important for Grantor's use and operation of the Property and (ii) this restriction on Grantee's use of the Sewer Easement Area during the Harvest Season is a material consideration for Grantor entering into this Grant of Easement. The restriction on Grantee's use of the Sewer Easement Area during the Harvest Season

applies to the initial construction of the sewer improvements as well as any subsequent repairs, maintenance or replacement work.

3. **Repair and Restoration of Sewer Easement Area.** In making any excavation in the Sewer Easement Area, Grantee, through its authorized agents and contractors, shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall, with due diligence and dispatch, repair and restore any damage to the Sewer Easement Area, including, without limitation replacement of the earth removed by Grantee and restoration of the surface of the ground to as near the same condition as it was prior to such excavation as is practicable. In the event Grantee (or its Permittees) damages or removes any Agricultural Improvements on the Property, then Grantee shall promptly provide notice of the same to Grantor, and Grantor may elect in its sole discretion to either (i) require Grantee to repair, restore and replace such Agricultural Improvements to as near the same condition as it was prior to such damage or removal, or (ii) require Grantee to reimburse Grantor for the cost to repair, restore and replace such Agricultural Improvements.

4. **Insurance.** Grantee shall (and shall cause its Permittees to) maintain appropriate insurance with commercially reasonable limits of liability from financially responsible insurers and such insurance shall include general liability insurance, auto liability insurance, and as applicable, statutory workers' compensation and employer's liability insurance. Prior to entering the Property Grantee shall (and shall cause its Permittees to) provide Grantor with evidence of such insurance, and upon request from Grantor, Grantee shall (and shall cause its Permittees to) cause Grantor to be named as an additional insured under its general liability insurance policy.

5. **Indemnification.** Grantee shall be responsible for, and Grantor shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Grantee, its employees, agents, representatives, contractors, subcontractors, workmen, officers, or invitees in the Sewer Easement Area, and/or resulting from Grantee's use of the Sewer Easement Area, or from any cause whatsoever arising out of Grantee's exercise of its rights hereunder, including without limitation, mechanics' liens, stop notices, or any claim that Grantee or Grantee's consultants failed to comply with any applicable law or regulation.

(A) Grantee agrees to, at Grantee's own expense, cost, and risk, to indemnify, defend, and hold Grantor harmless from all liability arising out of:

(i) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Grantee's employees, agents, representatives, contractors, subcontractors, and workmen arising out of or in any way connected with the Sewer Easement and Grantee's exercise of its Sewer Easement rights hereunder; and

(ii) Liability for (1) death or bodily injury to any person; (2) injury to, loss, or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage, or expense arising under either (1), (2), or (3) of this paragraph to the extent relating to any act, neglect, default, omission, negligence, or willful misconduct of Grantee, or any person, firm, or corporation employed by Grantee, either directly or by independent

contract, in connection with the exercise of Grantee's Sewer Easement rights hereunder, *except to the extent of any liability resulting from the sole or active negligence or willful misconduct of the Grantor, its officers, employees, agents, contractors, subcontractors, workmen, or independent consultants who are directly employed by Grantor.*

(B) Grantor agrees to, at Grantor's own expense, cost, and risk, to indemnify, defend, and hold Grantee harmless from all liability for (1) death or bodily injury to any person; (2) injury to, loss, or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage, or expense arising under either (1), (2), or (3) of this paragraph to the extent relating to any act, neglect, default, omission, negligence, or willful misconduct of Grantor, or any person, firm, or corporation employed by Grantor, either directly or by independent contract, in connection with the Sewer Easement Area, *except to the extent of any liability resulting from the sole or active negligence or willful misconduct of the Grantee, its officers, employees, agents, contractors, subcontractors, workmen, or independent consultants who are directly employed by Grantee.* Notwithstanding the forgoing or anything to the contrary contained herein, Grantor shall have no obligation to provide security for any materials and equipment of Grantee (or its Permittees) located on the Property at any time.

6. **Compliance With Law.** Grantee shall comply with all laws, ordinances, rules, and regulations applicable to the use, maintenance and repair of the Sewer Easement and appurtenances thereto in the Sewer Easement Area that are enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Sewer Easement Area and appurtenances thereto, including, without limitation, licensing requirements and laws regulating hazardous materials and substances.

7. **Miscellaneous.**

(A) The Sewer Easement and covenants contained herein shall run with the land.

(B) This instrument and the rights, privileges, and obligations described herein shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective assigns and voluntary and involuntary successors in interest.

(C) Notwithstanding any other provision contained herein, in the event that construction of the underground sewer facilities contemplated by this Grant of Easement cannot or will not be completed, the Parties shall be mutually released from their obligations under this Grant of Easement. To effectuate the release, the Parties shall execute an Agreement to Terminate the Grant of Easement and record it with the Mendocino County Recorder's Office.

(D) This Grant of Easement shall be governed by, interpreted under, and construed in accordance with the laws of the State of California.

(E) This Grant of Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE TO GRANT OF EASEMENT**

[Grant of Easement Interest in a Portion of APN 169-242-11, 169-242-13]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

**GRANTOR:**

**CONSTELLATION BRANDS U.S. OPERATIONS, INC.,**  
a New York corporation

By:  \_\_\_\_\_  
Name: Owen Davidson  
Title: SVP, Production/Engineering

Date: June 16, 2022

Signature Page

Notary Pages

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

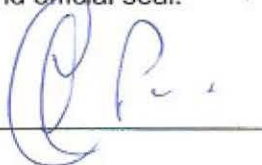
State of California  
County of NAPA )

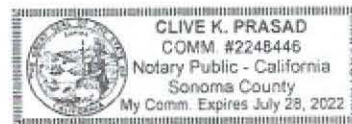
On 06-16-2022 before me, CLIVE K. PRASAD, Notary Public  
(insert name and title of the officer)

personally appeared OWEN DAVIDSON  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



Signature Page



**UKIAH VALLEY SANITATION DISTRICT  
CERTIFICATE OF ACCEPTANCE OF  
GRANT OF EASEMENT**

[Grant of Easement Interest in a Portion of APN 169-242-11, 169-242-13]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Easement dated \_\_\_\_\_ to which this Certificate of Acceptance is attached,

from: **CONSTELLATION BRANDS U.S. OPERATIONS, INC.**, a New York corporation, successor in interest to **CANANDAIGUA WEST, INC.**, a New York corporation ("**Grantor**")

to: **UKIAH VALLEY SANITATION DISTRICT**, a sanitation district organized under the County Sanitation District Act (Health and Safety Code section 4700 *et seq.*) ("**Grantee**").

Said Grant of Easement is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: \_\_\_\_\_

UKIAH VALLEY SANITATION DISTRICT,  
a county sanitation district

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

Ernie Wipf  
Chair, Board of Directors

ATTEST:

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

Chelsea Teague  
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:  
BEST BEST & KRIEGER LLP

\_\_\_\_\_  
Joanna Gin  
General Counsel

Signature Page

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

**EXHIBIT "A"**

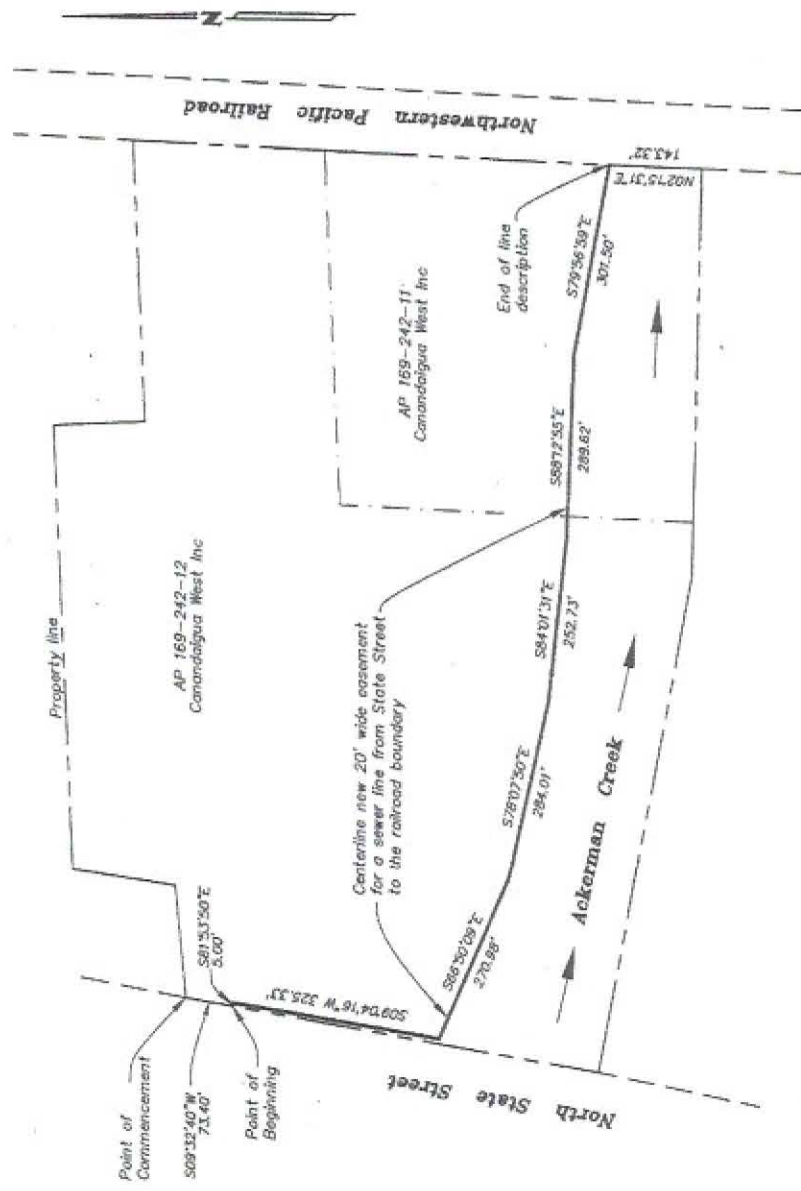
A 20 foot wide easement, the centerline of which is described as follows:

**COMMENCING** at the southwest corner of Parcel 1 as shown on the Record of Survey map recorded in Map Case 2, Drawer 53, Page 11, Mendocino County Records, said point lying on the east right of way line of North State Street; thence along said east line South 09°32'40" West, 73.40 feet to the **POINT OF BEGINNING** of this line description; thence leaving said east line South 81°53'50" East, 5.00 feet; thence South 09°04'16" West, 325.33 feet; thence South 66°50'09" East, 270.98 feet; thence South 78°07'50" East, 284.01 feet; thence South 84°01'31" East, 252.73 feet; thence South 88°12'55" East, 289.62 feet; thence South 79°56'59" East, 301.50 feet to the west right of way line of the Northwestern Pacific Railroad and being the end of this line description.

Exhibit A

# EXHIBIT B DIAGRAM OF EASEMENT AREA

Exhibit "B"



**Easement Map**  
**2399 North State Street, Ukiiah**  
**July 25, 2021 -- Scale: 1"=200'**



Property lines shown are per the Record of Survey Map recorded in Map Case 2, Drawer 53, Page 11, Mendocino County Records.  
 Basis of Bearings is per said map.  
 Point of Commencement is a 1/2" iron pipe marked L.S. 4805 marking the southeast corner of Parcel 01 as said Record of Survey.

Exhibit B

**EXHIBIT C-1**  
**LEGAL DESCRIPTION OF PROPERTY**  
**APN 169-242-11**

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

"Parcel-2" on that certain Map of Minor Division 76-73, filed for record in the office of the County Recorder of the County of Mendocino on April 26, 1974 in Map Case 2, Drawer 23, page 90.

EXCEPTING therefrom an undivided 1/2 interest in and to all oil, gas, petroleum, naphtha, other hydro-carbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described, as reserved in the deed executed by The Federal Land Bank of Berkeley, a corporation to John Drivell et ux, dated September 24, 1941, recorded October 23, 1941 in Book 152 of Official Records, page 263, Mendocino County Records.

**APN: 169-242-11**

Exhibit C-1

**EXHIBIT C-2**  
**LEGAL DESCRIPTION OF PROPERTY**  
**APN 169-242-13**

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

Parcel One:

A parcel of land lying in Lot 12 of Healey's Survey and Map of Yokayo Rancho, Mendocino County, California, more particularly described as follows:

Beginning at a point in the Westerly boundary line of Lot 12 of Healey's survey and map of Yokayo Rancho from which the Southwest corner of said Lot 12 bears South 8°03' West, 517.50 feet distant; thence North 8°03' East, along the Westerly boundary line of said Lot 12, a distance of 299.24 feet; thence leaving said Westerly boundary line, North 87°04' East, 43.30 feet to a 3/4 inch iron pipe; thence North 87°04' East 864.77 feet to a 3/4 inch iron pipe; thence South 2°56' East, 142.00 feet to a 3/4 inch iron pipe; thence North 87°04' East, 437.19 feet to a 3/4 inch iron pipe in the Westerly boundary line of the right of way of the Northwestern Pacific Railroad, from which point a white oak tree 27 inches in diameter marked "BTRE 6083" bears North 0°14' East 107.19 feet distant; thence following the said Westerly boundary line of the right of way, South 2°16' West, 297.95 feet to a point in the Westerly boundary line of said right of way, from which a black walnut tree 10 Inches in diameter bears South 89°49' West, 32.0 feet distant; thence leaving the said Westerly boundary line of the railroad right of way, North 86°55' West, 1382.90 feet to point of beginning.

Excepting therefrom Parcel 1 as shown on that certain Parcel Map M.D. 76-73, which map was filed for record in the Office of the Recorder of the County of Mendocino on April 26, 1974, In Map Case 2, Drawer 23, Page 90.

Also excepting therefrom that portion of said land lying Westerly of the Easterly line of the lands conveyed to the County of Mendocino by deed recorded May 6, 1974 in Book 961 Official Records, Page 511, Mendocino County Records.

Also excepting therefrom an undivided 1/2 interest in and to all oil, gas, petroleum, naphtha and other hydro-carbon substances and minerals, lying below a depth of 500 feet, with the right of development, production and removal by slant drilling and other methods not requiring the use of the surface of said land as reserved by Western Farm Credit Bank, successor to Federal Land Bank of Sacramento, a corporation, in the deed recorded October 8, 1991 in Book 1940 Official Records, Page 155, Mendocino County Records.

Parcel Two:

A parcel of land situate in the Southwest corner of Lot 12, Yokayo Rancho, described as follows: Beginning at a Ford engine steel cam shaft set in the ground marked SA6 R.E. 6083. at the Southwest corner of Lot 12, Yokayo Rancho, from which a cross cut mark on the southwest guard

of bridge over Ackerman Creek bears North 6°30' East, 107.20 feet, and a cross cut mark on the southeast guard of bridge over Ackerman Creek bears North 5°03' East 102.84 feet, said cross cut marks being described on survey and map recorded on the 1st day of July, 1938 in the Mendocino County Records, Map Case 1, Drawer 6, Page 86; thence from the said southwest corner of Lot 12, Yokayo Rancho, following the south boundary of Lot 12, Yokayo Rancho, South 79°53' East 808.5 feet to a 1/2 inch iron pipe marked S 5A.L.S. 2207, thence following the south boundary of Lot 12, Yokayo Rancho, South 89°08' East 634.2 feet to the westerly boundary of the right of way of the Northwestern Pacific Railway; thence leaving the south boundary of Lot 12, Yokayo Rancho and following the westerly boundary of the right of way of the Northwestern Pacific Railway, North 2° 16' East 590.1 feet; thence leaving the westerly boundary of the right of way of the Northwestern Pacific Railway, North 86°55' West 1382.9 feet to the westerly boundary of Lot 12, Yokayo Rancho; thence following the westerly boundary of Lot 12, Yokayo Rancho, South 8°03' West 517.5 feet to the point of beginning.

Excepting therefrom Parcel 2, as shown on that certain Parcel Map M.D. 76-73, which map was filed for record in the Office of the Recorder of the County of Mendocino on April 26, 1974, in Map Case 2, Drawer 23, Page 90.

Also excepting therefrom that portion of said land lying Westerly of the Easterly line of the lands conveyed to the County of Mendocino by deed recorded May 6, 1974 in Book 961 Official Records, Page 511, Mendocino County Records.

Parcel One and Parcel Two as described above are more particularly described as follows:

Commencing at the Southwest corner of Lot 12 of the Yokayo Rancho as shown on a Record of Survey filed May 7, 1991 In Map Case 2, Drawer 53, Page 11, Mendocino County Records; thence along the South boundary of said Lot 12 South 79°53' 100" East, 21.28 feet to a 1/2" iron pipe marked L. S. 4805 set to mark the Southeasterly corner of that parcel granted to the County of Mendocino in a deed recorded May 6, 1974 in Book 961 of Official Records, Page 511, Mendocino County Records and the Point of Beginning of this description; thence South 79°53'00" East 787.22 feet to a 1/2 inch iron pipe marked L. S. 4805; thence South 89°08'00" East, 83.76 feet (Record: South 89°08'00" East, 83.85 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Southwesterly corner of Parcel 2 as shown on a Parcel Map filed April 26, 1974 in Map Case 2, Drawer 23, Page 90, Mendocino County Records, thence leaving the South boundary of said Lot 12 and along the boundary of said Parcel 2 North 2°15'29" East, 550.00 feet (Record: North 2°16'00" East, 550.00 feet) to a 1/2 inch iron pipe marked L. S. 4805; thence North 87°03'16" East 552.12 feet (Record: North 87°03'15" East, 552.12 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Northeasterly corner of said Parcel 2 and the Westerly right of way line of the Northwestern Pacific Railroad; thence leaving the boundary of said Parcel 2 and along the said Westerly right of way line North 2°15'31" East, 298.61 feet (Record: North 2°16'00" East, 298.78 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Northeasterly corner of that parcel granted to the Mendocino Grape Growers, Inc. in a deed recorded May 28, 1946 in Book 198 of Official Records, Page 405, Mendocino County Records; thence leaving said Westerly right of way line and along the Northerly boundary of said Mendocino Grape Growers, Inc. parcel South 87°04'00" West, 437.19 feet to an unmarked 3/4 inch iron pipe; thence North 2°56'38" West, 141.95 feet (Record: North 2°56'00" West, 142.00 feet) to an unmarked 3/4 inch iron pipe; thence South 87°04'00" West,

694.45 feet (Record: South 87°03'00" West, 694.48 feet) to an unmarked 1/2 inch iron pipe on the Northerly boundary of said Mendocino Grape Growers, Inc. parcel and the Northeasterly corner of Parcel 1 of said Parcel Map; thence along the boundary of said Parcel 1 South 8°25'48" West, 161.53 feet (Record: South 8°22'38" West, 161.53 feet) to an unmarked 1/2 inch iron pipe; thence South 84°02'45" West, 175.32 feet (Record: South 84°00'45" West, 175.34 feet) to a 1/2 inch iron pipe marked L S. 4805 and the Southwesterly corner of said Parcel 1 and the Easterly boundary of said County of Mendocino parcel; thence leaving said Parcel 1 and along said Easterly boundary South 9°32'40" West, 651.67 feet (Record: South 9°32'40" West, 651.56 feet) more or less to the point of beginning.

The above description is depicted upon an Instrument survey map prepared by T. M. Herman & Associates, dated April, 1991.

EXCEPTING FROM Parcels One and Two above that portion conveyed to the County of Mendocino in the Grant Deed recorded May 9, 2018 as 2018-05274 of Official Records.

**APN: 169-242-13**

**EXHIBIT C-3  
DEPICTION OF  
APN 169-242-11, 169-242-13**

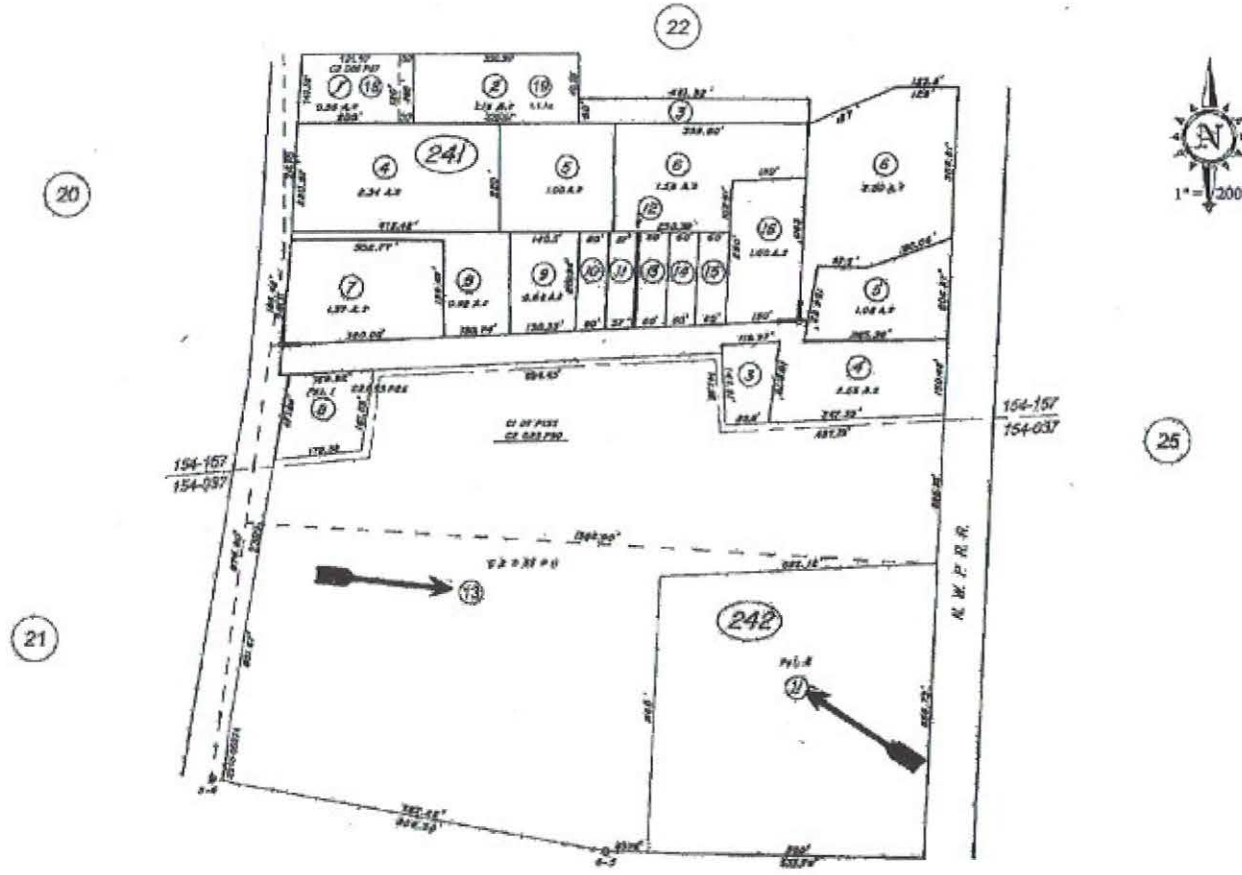
Exhibit C-3



Por. of Lot 12 Yokayo Rancho

154-037  
154-157

169-24



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Assessor's Map  
County of Mariposa, Calif.  
Updated October 22, 2018

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the deed or grant dated June 16, 2022 from Constellation Brands U.S. Operations, Inc., a New York corporation, to the Ukiah Valley Sanitation District, a sanitation district organized under the County Sanitation District Act, is hereby accepted by the undersigned officer on behalf of the Ukiah Valley Sanitation District, pursuant to authority conferred by Resolution No. \_\_\_\_\_, adopted by the Ukiah Valley Sanitation District on June 29, 2022, and the Ukiah Valley Sanitation District consents to recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

UKIAH VALLEY SANITATION DISTRICT

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

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

Ukiah Valley Sanitation District  
151 Laws Avenue  
Ukiah, CA 95482

STAFF REPORT  
June 29, 2022

To: Board of Directors  
From: Wing-See Fox  
Meeting Date: June 29, 2022

Item #2B: Fiscal Year 2022-2023 Budget

**Background:**

The District's annual budget components include Operating and Nonoperating Revenues, Operating and Nonoperating Expenses, and a Capital Budget. Operating Expenses are comprised of District-Only Operating Expenses, the District's Allocation of Shared Expenses of the Sewer System with the City of Ukiah, and Depreciation/Amortization. A draft Fiscal Year 2022-23 Budget was presented at the June 8<sup>th</sup> Regular Board Meeting.

Staff has finalized the District-Only Revenue and Expense budget as well as the District-City Shared Expenses and Capital Budget which is documented in the final form Budget Approval Agreement between the District and the City.

**Background:**

Adjustments from the June 8<sup>th</sup> draft and notes are set forth below:

- 1) District Only Expenses—overall reduction of budget by \$1,123
  - a. Office Rent reduced to \$5,679 (9 months at \$463 and 3 months at \$504 per month)
  - b. Bond Compliance Support reduced to \$1,500
- 2) District Only Expenses--allocation of Miscellaneous/Other
  - a. \$15,000 for Rate Consultant financial modeling for consolidation and/or rate study
  - b. Third-Party true up calculations increased by \$2,000
  - c. Sewer Lateral Replacement Grant Program of \$20,000
  - d. Miscellaneous/Other reduced by the total amounts in 2a-2c above to \$13,000
- 3) Capital Budget
  - a. Reseal Wash Water Basins increased by \$20,000 and used 9% indirect cost for Ford/Orchard Lift Station Upgrade
  - b. Note that the Capital Budget prepared for UVSD is different than the Capital Budget prepared for the City (attached as Exhibit A to the Budget Approval Agreement). This is due to the City including encumbrances from prior budgets that UVSD budgets on a cash basis each budget year
- 4) The Budget Approval Agreement will be finalized once the allocation of expenses between City and District and true up payment (if any) are calculated
- 5) City has approved its FY23 Budget

**Recommendation:**

Approve Fiscal Year 2022-23 Budget, approve Budget Approval Agreement in substantially final form, and authorize Board Chair and General Counsel to finalize and execute Budget Approval Agreement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Wing-See Fox', with a stylized flourish extending to the right.

WING-SEE FOX  
Interim District Manager

**Attachment:**

1. Fiscal Year 2022-2023 Budget
2. Budget Approval Agreement

**Ukiah Valley Sanitation District**  
**Proposed Budget for Fiscal Year Ending June 30, 2023**

	<b>Approved Budget for Fiscal Year Ended June 30, 2022</b>	<b>Proposed Budget for Fiscal Year Ended June 30, 2023</b>
<b>Operating Revenues</b>		
Charge for Services	\$ 5,380,968	\$ 5,424,827
Connection Fees	186,896	186,896
<b>Total Operating Revenue</b>	<b><u>\$ 5,567,864</u></b>	<b><u>\$ 5,611,723</u></b>
<b>Operating Expenses</b>		
District Service and Supplies	\$ 461,312	\$ 471,707
Operating Expense Allocation-City of Ukiah	2,591,499	2,560,814
Legal Expenses	125,000	100,000
Depreciation and Amortization Expense	787,164	787,428
<b>Total Operating Expenses</b>	<b><u>\$ 3,964,974</u></b>	<b><u>\$ 3,919,948</u></b>
<b>Operating Income (Loss)</b>	<b><u>\$ 1,602,890</u></b>	<b><u>\$ 1,691,775</u></b>
<b>Nonoperation Revenue (Expenses)</b>		
Taxes and Assessments	\$ 54,668	\$ 56,349
Interest Income	68,014	38,197
Intergovernmental	360	360
Interest Expense Bond	(563,074)	(528,250)
<b>Total Nonoperation Revenue (Expenses)</b>	<b><u>\$ (440,032)</u></b>	<b><u>\$ (433,343)</u></b>
Change in Net Position	<b><u>\$ 1,162,858</u></b>	<b><u>\$ 1,258,432</u></b>
<b>Proposed Capital Budget</b>	<b><u>\$ 1,721,786</u></b>	<b><u>\$ 1,779,429</u></b>

Ukiah Valley Sanitation District  
Proposed Budget for Fiscal Year Ending June 30, 2023

Budget For District-Only Expenses

2020/2021	2021/2022	2022/2023
Approved	Approved	Draft
Budget	Budget	Budget

<b>Contract Management and Administration</b>	<b>\$129,792</b>	<b>\$211,152</b>	<b>\$221,628</b>
Management- UFI	\$39,000	\$75,000	\$75,000
Administration & Clerical-Willow	\$90,792	\$136,152	\$146,628
<b>Office Expense</b>	<b>\$49,762</b>	<b>\$35,139</b>	<b>\$35,779</b>
Telephone & DSL	\$3,830	\$1,583	\$2,000
Dues & Subscriptions	\$10,622	\$1,000	\$500
Office Rent	\$5,100	\$5,100	\$5,679
Office Utilities	\$1,500	\$1,338	\$1,600
Postage	\$550	\$10,636	\$13,000
Invoice ICloud or USPO- Billing and Collections	\$12,960		
Supplies	\$4,000	\$1,407	\$500
Reproduction (prints & copies)		\$6,000	\$4,000
Office Equipment	\$2,500		
Information Technology -All	\$6,000	\$6,000	\$6,000
ICloud Services- Billing and Collections	\$2,700	\$2,076	\$2,500
<b>Auditing &amp; Fiscal Services</b>	<b>\$131,100</b>	<b>\$102,305</b>	<b>\$100,000</b>
Audit Services-FS Preparation	\$23,500	\$22,500	\$20,000
Banking Services	\$1,000	\$337	\$500
State Controllers Report	\$1,000	\$1,000	\$1,000
Bond Compliance Support-	\$2,500	\$2,500	\$1,500
Municipal Advisor Support	\$20,000		
Financial and Managerial Support	\$30,000	\$30,000	\$30,000
Liability and Property Insurance	\$4,100	\$4,968	\$6,000
Financial Review/Monthly Reports	\$44,000	\$36,000	\$36,000
Bond Refinancing - Fiscal - Billing and Collection	\$5,000	\$5,000	\$5,000
<b>Other Prof &amp; Special Services</b>	<b>\$86,250</b>	<b>\$51,165</b>	<b>\$69,900</b>
Engineer Services	\$20,000	\$10,000	\$8,000
Parcel Quest		\$2,340	\$2,400
LAFCO Dues	\$10,000	\$12,500	\$18,000
County Auditor (property tax admin)	\$2,500	\$2,500	\$2,500
PR and Newsletter	\$4,500	\$1,000	\$1,000
Rate Study/Financial Modeling Consolidation	\$20,000	\$15,410	\$15,000
Telecast	\$5,500		
Board Stipend		\$2,500	\$3,000
Elections Fees	\$11,000		\$15,000
Third Party True Up Expense -District Portion	\$8,750	\$4,915	\$5,000
<b>Publication &amp; Legal Notices</b>	<b>\$105</b>	<b>\$150</b>	<b>\$1,200</b>
<b>Legal Fees</b>	<b>\$120,000</b>	<b>\$125,000</b>	<b>\$100,000</b>
Budget/Contract Dispute Resolution & Arbitration	\$25,000		
General Counsel	\$45,000	\$50,000	\$50,000
Special Counsel	\$50,000	\$75,000	\$50,000
<b>Training/Transportation/Travel</b>	<b>\$7,500</b>	<b>\$9,000</b>	<b>\$9,000</b>
Travel to Seminars (Board)	\$4,000	\$4,000	\$4,000
Travel for District Manager		\$1,500	\$1,500
Seminars/Conferences	\$3,500	\$3,500	\$3,500
<b>JPA Dues</b>	<b>\$1,200</b>	<b>\$2,400</b>	<b>\$1,200</b>
<b>Sewer Lateral Replacement Grant Program</b>			<b>\$20,000</b>
<b>Other</b>	<b>\$20,000</b>	<b>\$50,000</b>	<b>\$13,000</b>
<b>TOTAL EXPENSES</b>	<b>\$545,709</b>	<b>\$586,312</b>	<b>\$571,707</b>

**Ukiah Valley Sanitation District  
Proposed Budget for Fiscal Year Ending June 30, 2023**

**Shared Costs Between City and District for the Combined City/District Sewer System  
Operating Expenses and Indirect Allocation**

	Budget FY 22/23		Percent & \$ Split	
			District	City
	Amount to be Split	50.16%	49.84%	
Total Personnel	\$ 2,427,084	\$ 1,217,425	\$ 1,209,659	
Total Operations	2,043,398	1,024,968	1,018,430	
	<u>\$ 4,470,482</u>	<u>\$ 2,242,394</u>	<u>\$ 2,228,088</u>	
Indirect Rate (14.2%) of Personnel and Operations	14.20% \$ 634,808	\$ 318,420	\$ 316,389	
Grand Total	<u><u>\$ 5,105,290</u></u>	<u><u>\$ 2,560,814</u></u>	<u><u>\$ 2,544,477</u></u>	

Ukiah Valley Sanitation District  
Proposed Budget for Fiscal Year Ending June 30, 2023  
Capital Projects

Note: Capital projects over \$200,000 require Board approval and negotiation of indirect rate

Project	FY 22/23			Percent & \$ Split	
	Capital	Indirect	To be	District	City
	Amount	Amount	Shared	50.16%	49.84%
Belt Filter Press	\$ 825,000	\$ 4,820	\$ 829,820	\$ 416,238	\$ 413,582
Recondition Yardney Filters	100,000	9,000	109,000	54,674	54,326
Install Flow Sensors	20,000	1,800	21,800	10,935	10,865
Vibration Monitoring Equipment	30,000	2,700	32,700	16,402	16,298
Upgrade PLCs	256,000	5,000	261,000	130,918	130,082
Daft Replacement	725,000	5,000	730,000	366,168	363,832
Asphalt Zipper	40,000	3,600	43,600	21,870	21,730
Loader Replacement	110,000	9,900	119,900	60,142	59,758
Machinery Storage Cover	15,000	1,350	16,350	8,201	8,149
Reseal Wash Water Basins	60,000	5,400	65,400	32,805	32,595
Ford/Orchard Lift Station Upgrade	200,000	18,000	218,000	109,349	108,651
SCADA Upgrade at WWTP	300,000	5,000	305,000	152,988	152,012
Water/Sewer Operations Call Truck	40,000	3,600	43,600	21,870	21,730
Wastewater Treatment Plant Truck	40,000	3,600	43,600	21,870	21,730
<b>Total</b>	<b>\$ 2,761,000</b>	<b>\$ 78,770</b>	<b>\$ 2,839,770</b>	<b>\$ 1,424,429</b>	<b>\$ 1,415,341</b>
				<b>\$ 1,424,429</b>	<b>\$ 1,415,341</b>
			Connect Sewer North State Street (District only)	<b>\$ 355,000</b>	
				<b>\$ 1,779,429</b>	



## BUDGET APPROVAL AGREEMENT

This Agreement is entered on July 1, 2022, in Ukiah, California, between the City of Ukiah ("City"), a general law municipal corporation, and the Ukiah Valley Sanitation District ("District"), a county sanitation district.

1. The City and the District agree to approve as shared costs of the Combined CITY/DISTRICT Sewer System ("Combined System") for fiscal year 2022-23 the City budget for direct expenditures of personnel, operations, and capital outlay, and the indirect expenditures of internal service use of the Wastewater Enterprise, as set forth in the attached Exhibit A. Total *direct* operating budgeted costs, defined as costs of Personnel and Operations in Exhibit A of \$4,470,482 as well as an Operating Indirect Rate ("OIR") on such costs of 14.20% (\$634,808) for a total budgeted estimate of \$5,105,290 will be shared \_\_\_\_\_% District and \_\_\_\_\_% City. This share is for 2022-23 fiscal year and will be effective July 1, 2022.

Total *direct* costs of \$1,960,000 for Capital Outlay in Exhibit A will be funded by both the City and District at \_\_\_\_\_% District and \_\_\_\_\_% City, as well as an Indirect Rate on such costs incurred not to exceed 9%, which is the five-year average of Indirect Costs incurred and budgeted by the Combined System related to Purchasing and Insurance. This rate will be referred to as the Capital Indirect Rate ("CIR"). The City and District will use the CIR on all Capital Outlay with costs \$200,000 and less unless either party desires to negotiate the rate for any individual project. The indirect rate will be negotiated for projects over \$200,000 based on an estimate of required indirect costs to complete the capital project. The City Engineer or City's Water Resources Director will communicate verbally or in writing to the District Manager when such expenditures are expected to accrue. The District will pay to the City the District's share of the cost for an approved capital expense within fifteen (15) days of the date of an invoice given to the District for that expense. On and after the effective date of this Agreement, any portion of capital projects paid by the District will be capitalized on its books as intangible assets and depreciated.

The shared costs presented in Exhibit A exclude District and City administrative and other overhead costs allocated directly to the wastewater activities of the City and District. The City and District shall incur 100% of each agency's own administrative and other costs not shown on Exhibit A.

2. For any costs incurred for District-only activities or projects (e.g. a main line replacement of a District asset), that the City is required to perform or contracted to perform on the District's behalf, the City may include in total project costs an amount to cover the City's indirect administrative and overhead costs. Before the City is required to perform the work, the parties shall negotiate and agree on the amount thereof to include in the project costs to be paid by the District. In the event of an emergency or urgent need to commence work before the parties can negotiate and agree on the total project costs, including indirect administrative and overhead costs, the City and the District shall negotiate and agree on those costs before a final cost settlement is made.

3. The District shall pay to the City by the 1st of every month starting July 1, 2022, 1/12<sup>th</sup> of the District's share of the agreed operating budget (Personnel, Operations, and Operating Indirect Rate) shown in Exhibit A (i.e., \$5,105,290 x \_\_\_\_\_ = \$ \_\_\_\_\_). City is not required to generate an invoice for these payments which are fixed monthly payments to the City by the District. As provided in Section II.D.4.a of the Operating Agreement, the City and District will review every quarter the actual costs incurred. The City and District will reconcile differences between actual costs incurred, budget costs, and over/under payments made by either agency no later than 90 days after the end of the fiscal year (June 30) or after any quarterly review as agreed upon by both parties.

Per Section 6 of the Refinancing Agreement between the City and District, the true up process results in a true up payment of the City to the District of \$ \_\_\_\_\_ (see Exhibit B). The parties agree the City will remit this payment to the District after the third quarter reconciliation, no later than April 15, 2023.

4. Payments under Sections 1, 2, and 3 above shall be subject to interest as provided in Section II.D.4.b of the Operating Agreement.

The parties have entered this agreement on the date first written above.

UKIAH VALLEY SANITATION DISTRICT

CITY OF UKIAH

By: \_\_\_\_\_  
Ernie Wipf, Chairperson

\_\_\_\_\_  
Sage Sangiacomo, City Manager

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Kristine Lawler, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Joanna Jin, General Counsel

\_\_\_\_\_  
David J. Rapport, City Attorney

**Exhibit A**

Shared Costs Between City and District for the Combined City/District Sewer System  
Fiscal Year 2022-23

**Budget by Activity (Collection and Treatment)**

ACCOUNTS FOR:	2021 ACTUAL	2022 ORIG BUD	2022 REVISED BUD	2022 ACTUAL	2022 PROJECTION	2023 COUNCIL	PCT CHANGE
WASTEWATER SYSTEM MANAGEMENT							
WASTEWATER GENERAL	1,421.50	.00	646,666.50	386,561.50	554,438.00	634,808.00	-1.8%
WASTEWATER COLLECTION	764,149.68	1,476,319.00	1,714,869.91	989,111.36	802,490.31	1,121,803.00	-34.6%
WASTEWATER TREATMENT	2,818,853.99	5,792,731.00	5,882,170.80	3,893,358.50	4,376,997.79	5,308,679.00	-9.7%
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
TOTAL EXPENSE	3,584,425.17	7,269,050.00	8,243,707.21	5,269,031.36	5,733,926.10	7,065,290.00	-14.3%

**Budget by Character (Major Cost Category)**

ACCOUNTS FOR:	2021 ACTUAL	2022 ORIG BUD	2022 REVISED BUD	2022 ACTUAL	2022 PROJECTION	2023 COUNCIL	PCT CHANGE
840 CITY SEWER OPERATIONS FUN							
51 PERSONNEL	2,157,595.62	2,315,225.00	2,315,225.00	1,956,544.95	2,219,563.00	2,427,084.00	4.8%
52 OPERATIONS	1,411,659.27	2,208,825.00	2,201,928.94	1,519,172.49	1,685,428.50	2,043,398.00	-7.2%
63 APPLIED INDIRECT	.00	.00	642,415.00	386,647.87	554,438.00	634,808.00	-1.2%
80 CAPITAL OUTLAY	15,170.28	2,745,000.00	3,084,138.27	1,406,666.05	1,274,996.60	1,960,000.00	-36.4%
TOTAL 840 CITY SEWER OPERATI	3,584,425.17	7,269,050.00	8,243,707.21	5,269,031.36	5,734,426.10	7,065,290.00	-14.3%
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
TOTAL EXPENSE	3,584,425.17	7,269,050.00	8,243,707.21	5,269,031.36	5,734,426.10	7,065,290.00	-14.3%

**Exhibit A (cont)**

Shared Costs Between City and District for the Combined City/District Sewer System  
Fiscal Year 2022-23

**Budget by Object**

ACCOUNTS FOR:	2021	2022	2022	2022	2022	2023	PCT
840 CITY SEWER OPERATIONS FUN	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	CHANGE
<b>51 PERSONNEL</b>							
51110 REGULAR SALARIES	1,250,824.81	1,365,829.00	1,365,829.00	1,118,230.11	1,292,234.00	1,420,221.00	4.0%
51120 NON-REGULAR SALA	.00	.00	.00	.00	.00	.00	.0%
51130 OVERTIME SALARIE	58,120.79	50,000.00	50,000.00	46,008.23	54,528.00	50,000.00	.0%
51140 STAND-BY SALARIE	34,763.38	32,000.00	32,000.00	30,820.02	35,631.00	32,000.00	.0%
51150 COMPENATED ABSE	.00	.00	.00	.00	.00	.00	.0%
51210 RETIREMENT (PERS	155,288.33	167,182.00	167,182.00	132,443.33	153,203.00	168,498.00	.8%
51211 PERS UNFUNDED LI	265,475.71	303,456.00	303,456.00	303,456.00	303,456.00	338,045.00	11.4%
51220 INSURANCE	262,582.36	275,249.00	275,249.00	230,637.96	264,337.00	293,654.00	6.7%
51230 WORKERS COMP	90,503.16	97,354.00	97,354.00	78,489.83	90,533.00	100,381.00	3.1%
51240 MEDICARE	20,456.37	19,497.00	19,497.00	11,352.07	19,099.00	19,967.00	2.4%
51250 UNEMPLOYMENT	14,841.53	.00	.00	1,338.05	1,701.00	.00	.0%
51260 FICA	.00	1,260.00	.00	.00	.00	.00	.0%
51280 OVERTIME/CALLOUT	.00	.00	.00	.00	.00	.00	.0%
51290 CELL PHONE STIPE	4,739.18	4,658.00	4,658.00	3,769.35	4,841.00	4,318.00	-7.3%
51 PERSONNEL	2,157,595.62	2,315,225.00	2,315,225.00	1,956,544.95	2,219,563.00	2,427,084.00	4.8%

<b>52 OPERATIONS</b>							
52100 CONTRACTUAL SERV	257,173.78	386,000.00	373,084.60	334,486.31	329,935.00	381,000.00	2.1%
52113 PLANNING STUDIES	.00	15,000.00	10,000.00	.00	.00	15,000.00	50.0%
52114 COMPLIANCE STUDI	918.57	25,000.00	25,000.00	939.96	.00	25,000.00	.0%
52120 LABOR CHARGES FR	.00	.00	.00	.00	.00	.00	.0%
52150 LEGAL SERVICES/E	.00	10,000.00	10,000.00	.00	.00	10,000.00	.0%

ACCOUNTS FOR:	2021	2022	2022	2022	2022	2023	PCT
840 CITY SEWER OPERATIONS FUN	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	COUNCIL	CHANGE
52180 SECURITY SERVICE	1,096.80	1,500.00	1,500.00	1,111.08	1,100.00	1,300.00	-13.3%
52601 DATA STORAGE & C	.00	.00	.00	.00	.00	.00	.0%
53000 LAWSUIT SETTLEME	.00	.00	.00	.00	.00	.00	.0%
54100 SUPPLIES	106,023.98	135,000.00	133,935.43	112,576.10	125,000.00	135,000.00	.8%
54101 POSTAGE	579.40	700.00	700.00	357.91	405.61	550.00	-21.4%
54102 SMALL TOOLS	22,089.98	30,000.00	30,000.00	10,545.13	20,401.00	30,000.00	.0%
54103 LAB SUPPLIES	25,946.77	30,000.00	30,000.00	14,114.47	25,000.00	15,000.00	-50.0%
54161 BACKGROUND & PHY	1,703.20	2,500.00	2,500.00	500.00	800.00	2,500.00	.0%
54320 SOFTWARE	14,802.92	33,000.00	31,651.50	14,652.50	13,001.00	15,250.00	-51.8%
54330 COMPUTER AND TEC	8,402.92	12,000.00	15,000.00	9,596.43	8,995.00	12,000.00	-20.0%
54700 FINES & PENALTIE	.00	50,000.00	50,000.00	.00	.00	50,000.00	.0%
55100 TELEPHONE	9,480.09	11,000.00	11,000.00	8,252.39	8,000.00	8,700.00	-20.9%
55200 PG&E	42,618.08	35,000.00	35,000.00	41,971.33	40,000.00	45,000.00	28.6%
55210 UTILITIES	308,967.07	317,625.00	317,625.00	200,121.49	270,297.00	286,598.00	-9.8%
55220 WASTEWATER DISPO	.00	.00	.00	.00	.00	.00	.0%
56110 CITY GARAGE - PA	21.60	.00	.00	.00	.00	.00	.0%
56120 EQUIPMENT MAINTN	256,097.09	510,000.00	501,687.69	335,127.21	335,000.00	415,000.00	-17.3%
56125 LAB EQUIP-REPAIR	10,229.61	20,000.00	20,000.00	10,567.72	20,000.00	15,000.00	-25.0%
56130 EXTERNAL SERVICE	61,957.17	40,000.00	50,000.00	48,056.58	57,532.33	50,000.00	.0%
56210 FUEL & FLUIDS	25,973.35	55,000.00	55,000.00	28,176.95	46,000.00	60,000.00	9.1%
56300 BUILDING MAINT.	27,227.99	55,000.00	56,064.57	11,091.20	29,064.56	52,000.00	-7.2%
56410 EQUIPMENT RENTAL	1,711.19	4,000.00	8,986.15	7,199.89	6,986.00	16,000.00	78.1%

ACCOUNTS FOR:

840 CITY SEWER OPERATIONS FUN	2021 ACTUAL	2022 ORIG BUD	2022 REVISED BUD	2022 ACTUAL	2022 PROJECTION	2023 COUNCIL	PCT CHANGE
56504 FACILITY MAINTEN	8,192.65	20,000.00	20,000.00	12,586.50	14,000.00	20,000.00	.0%
57100 LEARNING AND DEV	11,911.97	42,000.00	42,000.00	31,740.29	29,185.00	32,000.00	-23.8%
57300 MEMBERSHIPS & SU	3,187.75	9,000.00	9,000.00	1,160.81	3,000.00	3,000.00	-66.7%
58201 WATER PURCHASES	.00	.00	.00	.00	500.00	.00	.0%
58202 CHEMICALS	151,219.04	280,000.00	280,000.00	237,047.01	243,400.00	280,000.00	.0%
58410 GARAGE LUBRICANT	4,318.57	8,000.00	8,000.00	1,850.48	3,000.00	8,000.00	.0%
58510 REIMBURSABLE JOB	.00	15,000.00	15,000.00	.00	.00	.00	-100.0%
59100 PROPERTY TAXES P	12,245.82	14,000.00	14,000.00	7,139.10	14,000.00	14,000.00	.0%
59101 FEES	37,561.91	42,500.00	45,194.00	38,203.65	40,826.00	45,500.00	.7%
59400 OTHER EXPENSES	.00	.00	.00	.00	.00	.00	.0%
94700 FINES & PENALTIE	.00	.00	.00	.00	.00	.00	.0%
52 OPERATIONS	1,411,659.27	2,208,825.00	2,201,928.94	1,519,172.49	1,685,428.50	2,043,398.00	-7.2%
<b>63 APPLIED INDIRECT</b>							
62105 OPERATING INDIRE	.00	.00	642,415.00	386,647.87	554,438.00	634,808.00	-1.2%
63 APPLIED INDIRECT	.00	.00	642,415.00	386,647.87	554,438.00	634,808.00	-1.2%
<b>80 CAPITAL OUTLAY</b>							
80100 MACHINERY & EQUI	15,170.28	2,475,000.00	2,814,138.27	1,406,666.05	1,274,996.60	1,900,000.00	-32.5%
80220 BUILDING IMPROVE	.00	15,000.00	15,000.00	.00	.00	.00	-100.0%
80230 INFRASTRUCTURE	.00	255,000.00	255,000.00	.00	.00	60,000.00	-76.5%
80 CAPITAL OUTLAY	15,170.28	2,745,000.00	3,084,138.27	1,406,666.05	1,274,996.60	1,960,000.00	-36.4%
TOTAL 840 CITY SEWER OPERATI	3,584,425.17	7,269,050.00	8,243,707.21	5,269,031.36	5,734,426.10	7,065,290.00	-14.3%
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
TOTAL EXPENSE	3,584,425.17	7,269,050.00	8,243,707.21	5,269,031.36	5,734,426.10	7,065,290.00	-14.3%