



**BROOKTRAILS  
TOWNSHIP**

COMMUNITY SERVICES DISTRICT

24860 Birch Street  
Willits, CA 95490

707-459-2494

**Board of Directors:**  
President Tina Tyler-O'Shea  
Vice President Rick Williams  
Director Ed Horrick  
Director Joanne Cavallari  
Director-Elect Susan Mahoney

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# **Board of Directors Meeting Agenda**

**Tuesday, November 12, 2024**

**Regular Session – 7:00 PM to 10:30 PM\***

The Board will hold the Regular Session with a Zoom link to participate remotely

To attend the meeting remotely using your internet-connected device, use this link:

<https://us02web.zoom.us/j/7794192028>

To attend the meeting remotely using your telephone, dial 408-638-0968, 7794192028#.

*Your devices should be muted unless you are addressing the Board.*

## **A. PLEDGE OF ALLEGIANCE**

## **B. ROLL CALL**

1. The Presiding Officer will call the meeting to order and call the roll of members to determine the presence of a quorum.

## **C. ADDITIONS/ADJUSTMENTS TO THE AGENDA/REPORT ON CLOSED SESSION**

2. The Presiding Officer will determine if Board members wish to add an item or make an adjustment to the agenda.
3. Report on closed session (as needed).

## **D. MINUTES OF PREVIOUS MEETINGS**

4. The Board may approve, or amend and approve, the minutes of previous meetings:
  - a) October 22, 2024 Regular Meeting

## **E. SPECIAL PRESENTATIONS – None**

## **F. PUBLIC HEARINGS – None**

## **G. REPORTS**

From Directors  
From District Counsel  
From General Manager

## **H. PUBLIC COMMENTS**

Audience members will be invited to speak regarding matters not on the agenda but only upon items that are within the subject matter jurisdiction of the Board of Directors. The Board cannot act on new public comment items. Speakers may be limited to three minutes.

## I. DIRECTORS' RESPONSE TO PUBLIC COMMENTS

(Responses will generally be brief; directors may call upon General Manager to respond. Items may be placed on a future agenda for a more in-depth response.)

## J. CONSENT CALENDAR

5. The Board may approve all items on the Consent Calendar in one motion or move to pull separate items for individual approval.
  - a) Review and Approval of Accounts Payable Report and authorization to issue checks on or about November 13, 2024

## K. AGENDA ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Consideration of Resolution 2024-15 Contributing a Thirty-Six Percent (36%) Cost Share toward the City of Willits Wastewater Clarifier Capital Repair Project

## L. CLOSED SESSION

7. Per Government Code §54956.9(d)(4), Conference with Legal Counsel: Initiation of Litigation (One Case – Re: APN 097-330-02-00)
8. Per Government Code §54956.9(d)(2), Conference with Legal Counsel: Anticipation of Litigation (One Potential Case)
9. Per Government Code §54957, Public Employee Annual Performance Evaluation: General Manager

## M. ADJOURNMENT

10. The Board will consider a motion to adjourn.

### UPCOMING BOARD MEETINGS

Tuesday, December 10, 2024 – Regular Meeting

*There is only one Board meeting in December.*

Tuesday, January 14, 2025 – Regular Meeting

### UPCOMING HOLIDAYS

Thanksgiving Day – November 28, 2024

Day After Thanksgiving – November 29, 2024

*Last Resolution Adopted: 2024-13 (2024-14 is assigned)*

*Last Ordinance Adopted: 166*

#### IMPORTANT INFORMATION ABOUT BOARD MEETINGS:

\*MANDATORY ADJOURNMENT. Pursuant to Section 3.18 of Ordinance No. 93, if consideration of all matters on the agenda is not complete by 10:30 p.m., the President shall adjourn to the next regular meeting, at which time those matters shall be taken up for consideration first. By motion of the Board, the meeting may be extended beyond 10:30 p.m. to a stated time.

RIGHT OF APPEAL. People who are dissatisfied with decisions of the Board of Directors may have the right of review of that decision by a state court. The District has adopted Section 1094.6 of the Code of Civil Procedure, which generally limits to 90 days the time within which decisions of the District Board and agencies may be judicially challenged in state court.

AGENDA MATERIALS. The agendas for Board meetings contain a brief description of those items to be considered at the meetings. Agendas and materials related to an agenda item (including materials distributed to the Board after the agenda is posted) are available in the District Office, 24860 Birch Street, Willits, CA, during normal business hours (8:00 a.m.–5:00 p.m. Monday-Friday) and on the Township Website Home Page at [www.btcsd.org](http://www.btcsd.org).

AMERICANS WITH DISABILITIES ACT COMPLIANCE. The meeting room is ADA accessible. If you are a person with a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the District Office at (707)459-2494. Requests for such modifications or accommodations must be made at least two full business days before the start of the meeting.

**BROOKTRAILS TOWNSHIP COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES – OCTOBER 22, 2024**

The Board of Directors of Brooktrails Township Community Services District met in regular session October 22, 2024 at 7:00 p.m. in person and remotely via <https://us02web.zoom.us/j/7794192028>

**A. PLEDGE OF ALLEGIANCE**

**B. ROLL CALL**

1. Roll call at 7:00 p.m. by President Tyler-O’Shea showing all directors present. Also present were General Manager Alaniz, Chief Noyer, and Counsel Neary. Additionally, from the public was Supervisor Haschak, Barbara O’Reardon, and Director-Elect Susan Mahoney.

**C. ADDITIONS/ADJUSTMENTS TO THE AGENDA/REPORT ON CLOSED SESSION:**

2. There was none.
3. The Board met with counsel and received information; no action was taken.

**D. MINUTES OF PREVIOUS MEETINGS:**

4. Director Horrnick moved to approve the Regular Meeting minutes of October 8, 2024; VP Williams seconded the motion. The motion to approve the minutes passed unanimously 4-0.

**E. SPECIAL PRESENTATIONS:** There was none.

**F. PUBLIC HEARINGS:** There was none.

**G. REPORTS:**

**From Directors:** Director Horrnick mentioned the Greenbelt Committee meeting at 7P.M. President Tyler-O’Shea noted that at the Golf Course Committee meeting, Joseph Haggard presented data from the last Basket Beaters Disk Golf Tournament and can make that information available to the Board. The golf course operator identified rates that had been being charged but not adopted by the Board and those will need to be noticed for public hearing and considered by the Board at a future meeting.

**From District Counsel:** There was none.

**From General Manager:** GM Alaniz elaborated on the Golf Course Committee meeting; the updated rate list should be ready for public hearing for the December 10<sup>th</sup> meeting. Attended the Mendocino County Association of Fire Districts (MCAFD) meeting, where they memorialized all the fiscal progress made by the association in a letter and resolution to the Board of Supervisors. The District paid off the Utilities Department vac truck, saving two years in debt service costs, which will be redirected toward the vehicle’s maintenance.

**H. PUBLIC COMMENTS:** Supervisor John Haschak commented on the CHP request for a mobile speed radar unit in Brooktrails, especially along Sherwood Rd, asking for suggestions on its placement. Haschak noted the local traffic safety report, submitted to the BOS, and Sherwood Road has a high volume of crashes. The Building Resilience and Infrastructure Communities (BRIC) Grant from FEMA will be used for vegetation abatement work and home hardening in Brooktrails. Haschak also commented on all the smoke in the air from prescribed burns in the surrounding area.

**I. DIRECTORS’ RESPONSE TO PUBLIC COMMENT:** Joanne Cavallari reiterated the previous meeting’s recommendation to Haschak about the hill just south of the Birches, adding that the long hill just north of Brooktrails Drive may be appropriate for the speed radar placement.

## **J. CONSENT CALENDAR**

5. President Tyler-O'Shea called for a motion for approval of the Consent Calendar. Director Horrick moved to approve the Consent Calendar in the amount of \$115,443.28; Director Cavallari seconded the motion. The motion to approve the Consent Calendar passed unanimously 4-0.

## **K. AGENDA ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

**6. Consideration of Resolution 2024-13 Accepting and Filing the 2024 Senate Bill 1205 Inspection Report with the Office of the State Fire Marshal:** GM Alaniz gave an overview of the item, this is the third year for this annual resolution, required by the state. Director Horrick moved to approve Resolution 2024-13; VP Williams seconded the motion. Chief Noyer commented that the state has pushed the burden of multi-family inspections to local fire agencies that have staff. As long as the state gets the data, there are no punitive measures for non-responsive properties. The motion to approve Resolution 2024-13 passed unanimously by roll call vote.

**7. Discussion on Status of Brooktrails Water Recycling Funding Program Planning Study:** GM Alaniz gave an overview of the item. There is a draft project brief and the team is developing a frequently asked questions formatted for the public. She reviewed required standards of the removal of pollutants through treatment, disinfection, reverse osmosis, ultraviolet light, and volumetric sufficiency for dilution for the removal of pathogens; Lake Ada Rose appears to provide what is needed for meeting all of these standards. Three sites have been identified for constructing the facility, with the most logical site being the baseball field, although all options have pros and cons. Had meeting with state project manager, who is very supportive of moving forward with project and pushing for state funding to build the project. Director Cavallari questioned why people would come to Brooktrails to build homes when insurance and property taxes are very high, and she doesn't want the cost burden of a new plant on the residents who are already here. GM Alaniz noted that the financial burden of the water and sewer system is already on current residents, and that there are options for developing and encouraging additional development. The district operates under existing policies adopted by this Board and the Board of Supervisors that establish a level of development and population threshold for the community. This information is how staff makes decisions about developing and implementing projects. The Specific Plan would need to be amended if those population thresholds were to be changed. VP Williams questioned if sewer rates could be affected by this project being built. Counsel Neary responded that it is not out of the realm of possibility for sewer rates to decrease or at least increase at a slower rate, but specifically noted the difficulty in predicting trends to guess what the future holds for Brooktrails, emphasizing the importance of implementing the existing policies adopted by the district and county.

**L. CLOSED SESSION** President Tyler-O'Shea adjourned regular session and opened closed session at 7:55 p.m.

**8. Per Government Code §54956.9(d)(4), Conference with Legal Counsel: Initiation of Litigation (One Case – Re: APN 097-330-02-00)**

**9. Per Government Code §54956.9(d)(2), Conference with Legal Counsel: Anticipation of Litigation (One Potential Case)**

## **M. ADJOURNMENT**

10. President Tyler-O'Shea adjourned closed session and returned to regular session at 8:07 p.m. announced out that the Board had received information, no action was taken. Director Horrick moved to adjourn the regular meeting at 8:08 p.m.

ATTEST:

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Tina Tyler-O'Shea, President

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Tamara Alaniz, Secretary

Report Criteria:

- Detail report.
- Invoice detail records above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>120-612-5210</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	199.03	199.03	11/06/2024	
Total 120-612-5210:					199.03	199.03		
<b>120-612-5270</b>								
2240	CA SPECIAL DIST ASSOC	241001	40/40/10/10	10/01/2024	1,853.63	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	51.62	51.62	11/06/2024	
Total 120-612-5270:					1,905.25	51.62		
<b>120-612-5300</b>								
1170	ADVANCED SECURITY (SR)	712134	SECURITY SYSTEM	11/01/2024	109.50	.00		
1240	ALLEN'S JANITORIAL	12027	JANITORIAL SERVICES	10/31/2024	170.00	.00		
2460	CASELLE INC	136895	Split distribution	11/01/2024	207.40	.00		
2750	COMPUTER WORKS OF UKIAH	0005534	IT SERVICES	09/30/2024	118.76	118.76	10/28/2024	
2750	COMPUTER WORKS OF UKIAH	0005545	IT SERVICES	11/05/2024	118.76	.00		
3625	FOSTER & FOSTER INC	33424	Contract Services	10/24/2024	3,000.00	.00		
Total 120-612-5300:					3,724.42	118.76		
<b>120-612-5301</b>								
3220	EDWARD R HORRICK	OCT 2024	DIRECTOR FEES	10/31/2024	250.00	.00		
4295	JOANNE CAVALLARI	OCT 2024	DIRECTOR FEES	10/31/2024	250.00	.00		
9160	R. RICHARD WILLIAMS	OCT 2024	DIRECTOR FEES	10/31/2024	250.00	.00		
8550	TINA M TYLER-O'SHEA	OCT 2024	DIRECTOR FEES	10/31/2024	250.00	.00		
Total 120-612-5301:					1,000.00	.00		
<b>120-612-5303</b>								
5460	NEARY AND O'BRIEN	8596	OCTOBER-MATTERS	10/31/2024	125.00	.00		
Total 120-612-5303:					125.00	.00		
<b>120-612-5340</b>								
1090	ACWA/JPIA	0704425	ADMIN TWN HEALTH INSURAN	11/01/2024	5,768.53	.00		
Total 120-612-5340:					5,768.53	.00		
<b>120-612-5430</b>								
9230	XEROX CORPORATION- EFT	022401869	OFFICE COPIER LEASE	11/01/2024	37.67	37.67	11/04/2024	
Total 120-612-5430:					37.67	37.67		
<b>120-614-5210</b>								
4990	MENDO MILL & LUMBER CO.	492222/2	TRASH CAN	11/06/2024	26.18	.00		
Total 120-614-5210:					26.18	.00		
<b>120-614-5230</b>								
5495	NICK BARBIERI TRUCKING LLC	1165926-IN	Gas/Diesel	10/30/2024	319.79	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 120-614-5230:					319.79	.00		
<b>120-614-5240</b>								
9409	Comfort Air Heating/Cooling	11933	HEATER REPAIR FOR COMM C	11/01/2024	681.50	.00		
Total 120-614-5240:					681.50	.00		
<b>120-614-5340</b>								
1090	ACWA/JPIA	0704425	ADMIN REC HEALTH INSURANC	11/01/2024	1,226.23	.00		
Total 120-614-5340:					1,226.23	.00		
<b>120-651-5230</b>								
5495	NICK BARBIERI TRUCKING LLC	1165926-IN	Gas/Diesel	10/30/2024	5.67	.00		
Total 120-651-5230:					5.67	.00		
<b>220-621-5190</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	75.00	75.00	11/06/2024	
Total 220-621-5190:					75.00	75.00		
<b>220-621-5210</b>								
3830	GRAINGER	928946364	90 degree elbows	10/22/2024	172.22	.00		
3830	GRAINGER	9289469349	Manual 2-way ball valves	10/22/2024	1,271.07	.00		
3830	GRAINGER	9289469356	1x2 in nipples	10/22/2024	111.40	.00		
3830	GRAINGER	9290371278	bushings, ball valves, bushings	10/22/2024	1,194.73	.00		
4990	MENDO MILL & LUMBER CO.	490972/2	GArden hose	10/21/2024	18.85	.00		
4990	MENDO MILL & LUMBER CO.	490987/2	waterplant repair supplies	10/22/2024	106.55	.00		
4990	MENDO MILL & LUMBER CO.	491197/2	FASTENERS, CAULK, BENDER	10/24/2024	118.24	.00		
4990	MENDO MILL & LUMBER CO.	491397/2	CONCRETE	10/26/2024	111.93	.00		
4990	MENDO MILL & LUMBER CO.	491506/2	PAINT, REFLECTOR	10/28/2024	103.37	.00		
4990	MENDO MILL & LUMBER CO.	491555/2	CAULK GUN, PIPE WRP,STOP V	10/29/2024	243.11	.00		
4990	MENDO MILL & LUMBER CO.	491597/2	ELBOWS	10/29/2024	26.41	.00		
8050	REDWOOD WASTE SOLUTIONS	01-00022758	DUMP RUN	10/29/2024	6.82	.00		
7620	SAFEWAY INC	00434758-102	Kitchen Supplies	10/28/2024	13.84	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	587.18	587.18	11/06/2024	
8660	UNIVAR SOLUTIONS	52509327	POTASIUUM PERMANGANATE	10/21/2024	3,311.51	.00		
8660	UNIVAR SOLUTIONS	52530803	SODIUM HYPOCHLORIDE	10/28/2024	1,875.99	.00		
8740	USA BLUEBOOK	INV00518514	CLAMP RINGS.	10/21/2024	45.56	.00		
8740	USA BLUEBOOK	INV0052777	air release valves	10/29/2024	309.04	.00		
8740	USA BLUEBOOK	SCN198987	DEFECTIVE AIR RELEASE VALV	11/01/2024	144.51-	.00		
Total 220-621-5210:					9,483.31	587.18		
<b>220-621-5230</b>								
5495	NICK BARBIERI TRUCKING LLC	1165926-IN	Gas/Diesel	10/30/2024	852.87	.00		
Total 220-621-5230:					852.87	.00		
<b>220-621-5250</b>								
1640	BADGER METER INC	80174444	MOBILE DATA COLLECTION	10/30/2024	108.01	.00		
Total 220-621-5250:					108.01	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>220-621-5260</b>								
8480	TRI-CITIES ANSWERING SVC	404211012024	ANSWERING SERVICE	11/01/2024	129.79	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	60.01	60.01	11/06/2024	
Total 220-621-5260:					189.80	60.01		
<b>220-621-5270</b>								
2240	CA SPECIAL DIST ASSOC	241001	40/40/10/10	10/01/2024	2,657.54	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	48.30	48.30	11/06/2024	
Total 220-621-5270:					2,705.84	48.30		
<b>220-621-5300</b>								
1170	ADVANCED SECURITY (SR)	712134	SECURITY SYSTEM	11/01/2024	109.50	.00		
1260	ALPHA ANALYTICAL LAB	4107395-BCS	WATER ANALYSIS	10/28/2024	297.00	.00		
1260	ALPHA ANALYTICAL LAB	4107734-BCS	WATER ANALYSIS	10/29/2024	80.00	.00		
1260	ALPHA ANALYTICAL LAB	4107742-BCS	WATER ANALYSIS	10/29/2024	275.00	.00		
1260	ALPHA ANALYTICAL LAB	4113108-BCSD	WATER ANALYSIS	11/05/2024	82.50	.00		
2460	CASELLE INC	136895	Contract Services	11/01/2024	829.60	.00		
3625	FOSTER & FOSTER INC	33424	Contract Services	10/24/2024	2,407.50	.00		
9235	XPRESS BILL PAY (EFT)	INV-XPR01809	Water	10/31/2024	355.25	355.25	11/04/2024	
Total 220-621-5300:					4,436.35	355.25		
<b>220-621-5340</b>								
1090	ACWA/JPIA	0704425	WATER HEALTH INSURANCE	11/01/2024	3,875.94	.00		
Total 220-621-5340:					3,875.94	.00		
<b>220-621-5360</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	75.00	75.00	11/06/2024	
Total 220-621-5360:					75.00	75.00		
<b>220-621-5390</b>								
9420	AMERICAN EXPRESS - EFT	OCT 2024	CREDIT CARD PROCESSING	11/04/2024	14.15	14.15	11/04/2024	
9420	AMERICAN EXPRESS - EFT	SEPT 2024	CREDIT CARD PROCESSING	11/01/2024	17.29	17.29	11/04/2024	
Total 220-621-5390:					31.44	31.44		
<b>220-621-5424</b>								
1700	Bank of New York Mellon Trust Co	241023	water revenue bond interest	10/23/2024	39,287.50	.00		
Total 220-621-5424:					39,287.50	.00		
<b>220-621-5430</b>								
9230	XEROX CORPORATION- EFT	022401869	OFFICE COPIER LEASE	11/01/2024	75.33	75.33	11/04/2024	
Total 220-621-5430:					75.33	75.33		
<b>220-621-5997</b>								
2010	BUD GARMAN CONSTRUCTION	1040	TANK 23 PAD	10/01/2024	62,858.60	.00		
Total 220-621-5997:					62,858.60	.00		
<b>320-631-5210</b>								
6680	PACE SUPPLY	029317422-2	ultra-tite pep lf brs cplg ford	10/17/2024	403.15	403.15	10/25/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8050	REDWOOD WASTE SOLUTIONS	01-00022758	DUMP RUN	10/29/2024	6.81	.00		
7620	SAFEWAY INC	00434758-102	Kitchen Supplies	10/28/2024	13.84	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	89.49	89.49	11/06/2024	
Total 320-631-5210:					513.29	492.64		
<b>320-631-5230</b>								
4730	LITTLE LAKE AUTO PARTS	670771	BATTERY	10/23/2024	156.95	.00		
5495	NICK BARBIERI TRUCKING LLC	1165926-IN	Gas/Diesel	10/30/2024	959.96	.00		
Total 320-631-5230:					1,116.91	.00		
<b>320-631-5240</b>								
4990	MENDO MILL & LUMBER CO.	489802/2	roof shingles	10/08/2024	49.10	.00		
Total 320-631-5240:					49.10	.00		
<b>320-631-5260</b>								
8480	TRI-CITIES ANSWERING SVC	404211012024	ANSWERING SERVICE	11/01/2024	129.78	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	60.01	60.01	11/06/2024	
Total 320-631-5260:					189.79	60.01		
<b>320-631-5270</b>								
2240	CA SPECIAL DIST ASSOC	241001	40/40/10/10	10/01/2024	2,132.67	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	48.29	48.29	11/06/2024	
Total 320-631-5270:					2,180.96	48.29		
<b>320-631-5300</b>								
2460	CASELLE INC	136895	Contract Services	11/01/2024	829.60	.00		
3625	FOSTER & FOSTER INC	33424	Contract Services	10/24/2024	2,092.50	.00		
9235	XPRESS BILL PAY (EFT)	INV-XPR01809	Sewer	10/31/2024	355.25	355.25	11/04/2024	
Total 320-631-5300:					3,277.35	355.25		
<b>320-631-5340</b>								
1090	ACWA/JPIA	0704425	SEWER HEALTH INSURANCE	11/01/2024	4,173.69	.00		
Total 320-631-5340:					4,173.69	.00		
<b>320-631-5360</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	75.00	75.00	11/06/2024	
Total 320-631-5360:					75.00	75.00		
<b>320-631-5390</b>								
9420	AMERICAN EXPRESS - EFT	OCT 2024	CREDIT CARD PROCESSING	11/04/2024	14.16	14.16	11/04/2024	
9420	AMERICAN EXPRESS - EFT	SEPT 2024	CREDIT CARD PROCESSING	11/01/2024	17.29	17.29	11/04/2024	
Total 320-631-5390:					31.45	31.45		
<b>320-631-5430</b>								
9230	XEROX CORPORATION- EFT	022401869	OFFICE COPIER LEASE	11/01/2024	75.33	75.33	11/04/2024	
Total 320-631-5430:					75.33	75.33		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>420-641-5180</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	472.79	472.79	11/06/2024	
Total 420-641-5180:					472.79	472.79		
<b>420-641-5181</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	258.89	258.89	11/06/2024	
Total 420-641-5181:					258.89	258.89		
<b>420-641-5190</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	493.15	493.15	11/06/2024	
Total 420-641-5190:					493.15	493.15		
<b>420-641-5210</b>								
9442	AllStar Fire Equipment, Inc	259614	PHENIX FIRST DUE HELMETS	10/15/2024	765.42	.00		
7620	SAFEWAY INC	00434758-102	Kitchen Supplies	10/28/2024	13.84	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	514.60	514.60	11/06/2024	
Total 420-641-5210:					1,293.86	514.60		
<b>420-641-5230</b>								
4730	LITTLE LAKE AUTO PARTS	671186	BATTERY AND CORE DEPOSIT	10/29/2024	570.32	.00		
4730	LITTLE LAKE AUTO PARTS	671195	BATTERY CORE RETURN CRED	10/28/2024	39.29	.00		
5495	NICK BARBIERI TRUCKING LLC	1165926-IN	Gas/Diesel	10/30/2024	844.81	.00		
7620	SAFEWAY INC	801354-10302	fuel	10/30/2024	125.08	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	137.00	137.00	11/06/2024	
Total 420-641-5230:					1,637.92	137.00		
<b>420-641-5240</b>								
4990	MENDO MILL & LUMBER CO.	491586/2	SINK TAILPIECE	10/29/2024	31.73	.00		
Total 420-641-5240:					31.73	.00		
<b>420-641-5260</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	393.28	393.28	11/06/2024	
Total 420-641-5260:					393.28	393.28		
<b>420-641-5270</b>								
2240	CA SPECIAL DIST ASSOC	241001	40/40/10/10	10/01/2024	1,993.16	.00		
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	38.26	38.26	11/06/2024	
Total 420-641-5270:					2,031.42	38.26		
<b>420-641-5300</b>								
2460	CASELLE INC	136895	Contract Services	11/01/2024	207.40	.00		
2750	COMPUTER WORKS OF UKIAH	0005534	IT SERVICES	09/30/2024	118.75	118.75	10/28/2024	
2750	COMPUTER WORKS OF UKIAH	0005545	IT SERVICES	11/05/2024	118.75	.00		
3625	FOSTER & FOSTER INC	33424	Contract Services	10/24/2024	2,250.00	.00		
Total 420-641-5300:					2,694.90	118.75		
<b>420-641-5303</b>								
9441	James & McMullen, LLP	2288	LEGAL SERVICES	10/21/2024	2,682.82	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5460	NEARY AND O'BRIEN	8597	OCTOBER-MATTERS	10/31/2024	450.00	.00		
Total 420-641-5303:					3,132.82	.00		
<b>420-641-5306</b>								
8640	UMPQUA - EFT	OCT 2024	DEPARTMENT PURCHASES	10/31/2024	593.31	593.31	11/06/2024	
Total 420-641-5306:					593.31	593.31		
<b>420-641-5340</b>								
1090	ACWA/JPIA	0704425	FIRE HEALTH INSURANCE	11/01/2024	5,625.14	.00		
Total 420-641-5340:					5,625.14	.00		
<b>420-641-5360</b>								
9451	Mendocino County Tax Collector	24SA-001 TO 0	SHERWOOD CORRIDOR EMER	10/21/2024	1,028.28	.00		
Total 420-641-5360:					1,028.28	.00		
<b>420-641-5430</b>								
9230	XEROX CORPORATION- EFT	022401870	FD COPIER LEASE	11/01/2024	44.86	44.86	11/04/2024	
Total 420-641-5430:					44.86	44.86		
Grand Totals:					170,489.48	5,917.45		

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

Board President: \_\_\_\_\_

General Manager: \_\_\_\_\_

**Board Meeting  
Agenda Item K-6**



**BROOKTRAILS  
TOWNSHIP**

COMMUNITY SERVICES DISTRICT

24860 Birch Street  
Willits, CA 95490

707-459-2494

DATE: November 12, 2024

TO: Board of Directors  
FROM: Tamara Alaniz  
RE: Consideration of Resolution 2024-15 Contributing a Thirty-Six Percent (36%) Cost Share toward the City of Willits Wastewater Clarifier Capital Repair Project

**BACKGROUND**

City of Willits' City Council has approved a project to repair a 13-year old wastewater treatment plant clarifier due to drive motor deterioration and potential failure of the rake arm. A copy of their staff report and Council-approved proposal are attached. On Sunday, October 20<sup>th</sup>, three days before the City Council meeting where this item was approved, District Counsel was notified by the City Attorney that the item would be considered on that Wednesday, October 23, 2024 Agenda. On Tuesday, October 22, 2024, a City of Willits staff member attended the District's Regular Board Meeting to notify the General Manager of the City's next day agenda item. The City staff report advised that there was a "Brooktrails' agreed obligation to contribute 36-percent toward the cost".

There was not occasion for the District and its engineer or staff to review the proposal that was moved forward for City Council approval as our review was not solicited prior to the recommended action being agendized. Neither was this item included in the last received "quarterly" wastewater report that the City Manager randomly provided to the district in January and April 2024. Therefore, there has not been an agreed obligation for Brooktrails to pay a portion of this project as stated in the City's staff report.

The City did not abide by terms of the settlement agreement in their internal project approval process that would result in a cost share with Brooktrails. Our staff has reviewed the proposal after the fact of its approval and is presenting this Board consideration of cost share on the project. Upon review of the work orders provided within the City's staff report, there is a purchase order for the parts and a quote for the labor, which is indicated to be done in cooperation with City staff. There are other labor tasks and potentially additional parts that come to light from our own internal review and recent experience with this same type of repair job done by our in-house staff on Brooktrails' almost 50-year old clarifier. However, no request for input on the project itself or cost share from Brooktrails has come from the City Manager.

## DISCUSSION

a)

This cost share discussion is based on relevant terms identified by our staff in the Agreement by City of Willits for Disposal of Sewage from Brooktrails Resort Improvement District and its second through fourth amendments to the Agreement between the City of Willits and [now] Brooktrails Township Community Services District. The terms are as follows:

“III. City Control of Improvements and District Pre-Approval Requirement...

10. Plan Review by District. The Board of Directors of District, with the advice of its engineers, shall have the right to review, make suggestions and approve for their adequacy, plans, specifications and cost estimates prior to their approval by the City Council of the City, provided, however, that its approval shall not be unreasonably withheld.”

The 2015 Settlement Agreement to Litigation Between Brooktrails Township Community Services District and the City of Willits for Disposal of Wastewater into the City Wastewater Treatment and Disposal Facilities and its 2020 Amendment to the Settlement Agreement are also in place, which settled the ongoing court case against the City for demanding that Brooktrails ratepayers pay unjustified capital and operational costs to treat sewage. The Settlement Agreement states the following:

“Section 7. Capital Costs...

17. Replacement Costs. Thirty-six percent (36%) of the costs paid by the City for replacing plant equipment, machinery or facilities because of breakage, ordinary use and wear, or obsolescence, less any grants or revenues therefore, shall be apportioned to the District.”

The City Manager has not abided by the reporting, consultation or review requirements of the Settlement Agreement or Sewer Agreement. A primary example of this was, in May 2023, when a random list of wastewater expenses going as far back as 2014 was compiled by the City Manager with a demanding cover letter that cold-billed Brooktrails for hundreds of thousands of dollars of expenses without proof of their capital nature, accompanying invoices or other auditable backup information. Since the City also has not provided its annual audits to Brooktrails as required in the Agreement(s), there is no certainty on the revenues and expenditures of its wastewater enterprise fund. *The constraint that years' worth of the City's annual audits have not been completed is likely one of the reasons why they have not been provided to Brooktrails.* Further, whether there were other revenues (grants, expense offsets from septage hauling revenues, etc.) that were received for or applied to any of the costs billed in May 2023, or even to this project for that matter, has neither been disclosed. Therefore, due to the list of billed costs provided without auditable backup information, there are questions that remain unanswered and/or unsupported by documentation regarding City billing. Nevertheless, after months of correspondence back and forth, Brooktrails paid 36% of those billed

costs that were both reasonably determined to be capital costs and had accompanying backup documentation and waived application of statutory limitations on the invoice dates.

This scenario is important and relevant to Brooktrails establishing a fair and well-documented process before additional wastewater capital cost shares are paid to the City. For example, included in the May 2023 items billed without notice or backup was a *Rovver X* sewer camera system for which a shared services agreement had been adopted in 2016. By adopting a shared services agreement, a paper trail was created to show that Brooktrails and the City had both already paid for 50% (\$31,513.75 each) of the cost of the sewer camera system to share it for sewer system needs between the two agencies. However, one of the May 2023 billings was the City charging Brooktrails for 36% of its own 50% share. If the shared services agreement had not been adopted, our staff would not have been able to show that Brooktrails did not owe 36% of the City of Willits' cost for this shared sewer camera equipment.

b)

This experience has prompted the need for establishing a practical process to manage and determine how Brooktrails would agree to pay 36% of City capital improvements to the wastewater treatment plant. General Manager Alaniz attended the October 23<sup>rd</sup> City Council meeting where the wastewater clarifier repair agenda item was considered; and, she informed the council of what Brooktrails will do to establish a process that avoids the loss of agreed-upon cost sharing when either agency's staff eventually turns over and there is no longer institutional knowledge of agreed payment. With up-front consultation between District and City staff, a clear establishment of the capital nature of the project, and an agreement to cost share, this process can be easily implemented on a case-by-case basis. Establishment of this process creates a duplicable method to help avoid the years of disregard that led to voluminous and unsupportable wastewater capital billing in the City Manager's May 2023 letter to Brooktrails.

The City's budget was adopted August 28, 2024 with no Public Hearing, and a capital improvement budget was included. Brooktrails was not consulted or notified about \$4,367,400 of wastewater capital improvements that the City included in that budget. The wastewater fund's capital improvement budget as adopted this year was also not fully included in the City's utilities rate increases last year, which did go to Public Hearing. These points are made to clearly establish that Brooktrails is not agreeing to pay \$1,572,264 of the wastewater capital improvement budget adopted by the City, which was neither discussed or reviewed by our Board or staff. With regard to this specific project discussion and the potential mechanical failure identified on October 23<sup>rd</sup>, the clarifier repair project was included in their wastewater capital improvement budget and listed at a cost of \$250,000. However, the expense approved by City Council was \$156,508.66, or 63% of their projected cost.

In summary, District staff has reviewed the proposal scope and costs after the fact and determined that this project is a wastewater expenditure that is capital in nature and

necessary. Implementing a reasonable process like providing this report to the Board and approving its accompanying resolution is to ensure that the District is not billed multiple times for the same project cost in the future.

### **RECOMMENDATION**

Move to approve Resolution 2024-15 and direct staff to work with the City on submitting a payment for a total of \$56,343.12, which represents 36% of the approved \$156,508.66 cost for the City of Willits Wastewater Clarifier Capital Repair Project.

### **ATTACHMENTS**

~Resolution 2024-15

~City Staff Report on Wastewater Clarifier Repair Project with Proposal *Approved by City Council October 23, 2024*

## RESOLUTION 2024-15

### A Resolution of the Board of Directors of Brooktrails Township Community Services District Contributing a Thirty-Six Percent (36%) Cost Share toward the City of Willits Wastewater Clarifier Capital Repair Project

**WHEREAS**, the Board of Directors of the Brooktrails Township Community Services District has entered into the Agreement by City of Willits for Disposal of Sewage from Brooktrails Resort Improvement District and its second through fourth amendments to the Agreement;

**WHEREAS**, the Board of Directors has entered into the Settlement Agreement to Litigation between Brooktrails Township Community Services District and the City of Willits for Disposal of Wastewater into the City Wastewater Treatment and Disposal Facilities and the 2020 Amendment to the Settlement Agreement;

**WHEREAS**, the City of Willits has approved a repair project for the wastewater treatment plant clarifier unit at a cost of \$156,508.66;

**WHEREAS**, the repair project for the wastewater treatment plant clarifier unit constitutes a capital replacement project in accordance with the capitalization threshold of the City of Willits and exhibits the nature of a capital project; and,

**WHEREAS**, the District agrees to responsibility for a 36% share of the cost of this wastewater capital project alone and it will be paid.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Brooktrails Township Community Services District directs staff to work with the City of Willits to submit a payment for \$56,343.12, a 36% share of the approved project repair expense on the wastewater treatment plant clarifier unit.

**ADOPTED** this November 12<sup>th</sup> of 2024 at a Regular Meeting of the Board of Directors of Brooktrails Township Community Services District by the following roll call vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Tina Tyler-O'Shea, Board President

ATTEST:

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Tamara Alaniz, Secretary to the Board



### AGENDA SUMMARY REPORT

**To:** Honorable Mayor and Council Members

**From:** Walter Kolon, Services and Facilities Director

**Agenda Title:** A RESOLUTION APPROVING REPAIRS TO THE SOUTH CLARIFIER AT THE WASTEWATER TREATMENT PLANT DUE TO POTENTIAL MECHANICAL FAILURE IN AN AMOUNT NOT TO EXCEED \$156,508.66.

**Type:**  Presentation  Consent  Regular Agenda  Public Hearing  Urgent Time: 15 minutes.

**Summary of Request:** Authorize staff to retain Overaa Mechanical to replace the failing South Clarifier at the Wastewater Treatment Plant. The South Clarifier, installed in 2011, needs a new drive motor and other parts to prevent its complete failure. Staff identified the deteriorating parts as being past their serviceable lifespan and could fail at any time hampering operations. Repairs necessitate removing by crane, a large catwalk over the clarifier and rebuilding the drive mechanism and related parts. Staff advises it is best to complete the repairs before winter precipitation arrives.

- Exhibit A: Evoqua Products and Service Proposal.
- Exhibit B: Evoqua Purchase Order # 16
- Exhibit C: Overaa Bid Cover Letter
- Exhibit D: Clarifier Budget Line Item

**Recommended Action:** Approve recommended work to proceed with repairs and replacement.

**Alternative(s):** None recommended. Failure of the South Clarifier would place undue strain on the North Clarifier as it attempts to function independently against winter water flows.

**Fiscal Impact:** The expenditure of \$156,508.66 is already programed in the Fiscal Year 2024-2025 Budget's 510 Wastewater Enterprise Fund. The project's inclusion in the Capital Improvement Project List emphasizes its importance (Exhibit A). Staff advises the Council this project is subject to Brooktrails' agreed obligation to contribute 36-percent toward the cost for replacing plant equipment, machinery or facilities because of breakage, ordinary use and wear, or obsolescence.

**Personnel Impact:** Project oversight by Wastewater Facility staff.

**Identified City Council Conflict of Interest:** None.

**2021 Adopted Goals:** This item supports Goal #1 for Services and Facilities...*Maintain and improve infrastructure systems of water, wastewater, public facilities, and streets capable of managing future growth while responding to current City needs.*

**California Environmental Quality Act:** The project does not qualify for CEQA review.

**This Item Relates to the following General Plan Element :**  N/A  Land Use  Circulation  Conservation and Open Space  Noise  Housing  Public Services and Facilities, Parks and Recreation  Economic Development

**Reviewed by:**  City Manager  City Attorney  Assistant City Manager  City Clerk  
 Finance Director  Human Resources



**Council Action:**  Approved  Denied  Other: \_\_\_\_\_

**Records:**  Agreement  Resolution # \_\_\_\_\_  Ordinance # \_\_\_\_\_  Other \_\_\_\_\_



## Evoqua Products and Services Proposal

Prepared For:

### **CITY OF WILLITS**

111 E COMMERCIAL ST  
WILLITS, CA 95490-3103

**Quote #: 03540150**

Transforming Water. Enriching Life.®

Proposal For: CITY OF WILLITS  
 Caleb Allen  
 111 E COMMERCIAL ST  
 WILLITS, CA 95490-3103  
 Phone: 7074895885  
 callen@cityofwillits.org

James Moore  
 Evoqua Water Technologies  
 N19W23993 Ridgeview Pkwy, Suite 200  
 Waukesha, WI 53188  
 Phone: +1 (262) 521-8368  
 james.a.moore@xylem.com

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext Price
1	<b>W3T22433</b>  DRIVE ASSY-H30ALT, CW,0.04 RPM, EURO	1 EA	\$44,739.00	\$44,739.00
2	503-41346-80 except in 304SS dust seal	2 EA	\$172.43	\$344.86
3	<b>W2T122263</b>  RUBBER-W/PSA, .06" X .50" X 36"	20 FT	\$0.97	\$19.39
4	<b>W2T313576</b>  SCREW-CAP,HEX HD, .375UNC X 1.50",SS316	4 EA	\$1.43	\$5.72
5	<b>W2T119390</b>  WASHER;LOCK-HEL;0.375;0.683 OD;316SS	4 EA	\$0.27	\$1.08
6	<b>W2T120824</b>	4 EA	\$0.41	\$1.64

Item	Part No Description	Qty	Net Price	Ext Price
	NUT,HEX 0.375UNC SS F594 316SS			
7	<b>W2T119136</b>  CHAIN-ROLLER,#80L,P & C,REDI-LUBE,51PTCH	1 EA	\$251.89	\$251.89
8	<b>W2T121844</b>  LINK-OFFSET,#80L RLLR CHN,REDI-LUBE,P&C	1 EA	\$41.73	\$41.73
9	<b>W2T119930</b>  CHAIN;CONNECTING LINK;80L-CL;STL	1 EA	\$18.35	\$18.35
10	<b>W3T6313</b>  field tech to assist with installation of new dust deal, plus inspect entire clarifier.. (3) days on site. assist with install of new H30 drive, plus rebuild H30 turntable. Next open date for a tech is 09/30/2024	1 EA	\$11,000.00	\$11,000.00
11	<b>W3T553135</b>  KIT-REBUILD,TURNTABLE PARTS H30A-LT/HT	1 EA	\$2,745.78	\$2,745.78

Currency: USD

**Quote Totals**

Item(s) Subtotal: **\$ 59,169.45**

Freight: **\$ 940.00**

Total Net Price: \$ 60,109.45

#### Proposal Notes

lead time for the drive 4-6 weeks ARO. lead time for all other is 4-6 weeks ARO. Next open date for the tech is 09/30/2024.

#### Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 304.0 for Nov of 2023. If the MMPI exceeds 310.2 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 310.20.

Our Manufacturer Rep in your area is:

Representative:Sandy Clarke

Company:Miscowater

List Address:Pleasanton,CA

Phone:925-918-2821

Email:sclarke@miscowater.com

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Charge

### Terms

- This quote is valid until 08-09-2024
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

### Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

#### Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to james.a.moore@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

## Evoqua Water Technologies Banking Details

### ACH - CTX

#### Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank

Attn: Evoqua Water Technologies, LLC

Account #: 603148011

Swift Code: CHASUS33

ACH Routing / ABA: 044000037

Wire Routing / ABA: 021000021

Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

### PAPER CHECKS VIA POSTAL SERVICE

#### Paper checks via Postal Service:

Send to our Lockbox, address is:

Evoqua Water Technologies LLC

28563 Network Place

Chicago, IL 60673-1285

### PAPER CHECKS VIA OVERNIGHT / COURIER Paper checks via Overnight / Courier:

JP Morgan Chase Bank

Attn: Evoqua Water Technologies Lockbox 28563

131 S Dearborn, 6th Floor

Chicago, IL 60603

Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***

## STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
  
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
  
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
  
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
  
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
  
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
  
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the



earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export

license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:**

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

**Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment (“Leased Equipment”), the following additional terms apply:**

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

**Accepted by:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

## **Material Escalation**

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 318.1 for May 2023. If the MMPI exceeds 324.4 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 324.4.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.



**PURCHASE ORDER**  
**No. 0000000016**

**VENDOR:**

Evoqua Water Tech LLC  
 28563 Network Place

Chicago, IL 60673

**SHIP TO:**

City of Willits, CA  
 111 E. Commercial Street  
 Willits, CA 95490

**BILL TO:**

City of Willits, CA  
 111 E. Commercial Street  
 Willits, CA 95490

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
1150		0	07/29/2024				
<b>SHIPPING INSTRUCTIONS</b>							
(none)							
ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00		DRIVE ASSY-H30ALT, CW, 0.04, RPM, EURO		510-4113-0000-76000	44,739.00	44,739.00
2	2.00		503-41346-80 except in 304SS dust seal		510-4113-0000-76000	172.43	344.86
3	20.00		RUBBER -W/PSA, .06"X.50"X36"		510-4113-0000-76000	0.97	19.40
4	4.00		SCREW-CAP, HEX HD, .375UNCX1.50", SS316		510-4113-0000-76000	1.43	5.72
5	4.00		WASHER; LOCK-HEL;0.375;0.683 OD;316SS		510-4113-0000-76000	0.27	1.08
6	4.00		NUT, HEX 0.375UNC SS F594 316SS		510-4113-0000-76000	0.41	1.64
7	1.00		CHAIN-ROLLER, #80L, P&C, REDI-LUBE,51PTCH		510-4113-0000-76000	251.89	251.89
8	1.00		LINK-OFFSET, #80L RLLR CHN, REDI-LUBE, P&C		510-4113-0000-76000	41.73	41.73
9	1.00		CHAIN;CONNECTING LINK;80L-CL;STL		510-4113-0000-76000	18.35	18.35

**IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE**

C.O.D. shipments will not be accepted.

Substitutions not permitted without approval. Material not approved.

All materials and services are subject to approval based on the description on the PO.

The vendor or manufacturer bears the risk of loss or damage until property is received and/or installed

Federal Tax ID # 94-6000454

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
10	1.00		Field tech to assist w/installation- (3) days onsite		510-4113-0000-76000	11,000.00	11,000.00
11	1.00		KIT REBUILD, TURNTABLE PARTS H30A-LT/HT		510-4113-0000-76000	2,745.78	2,745.78

SUBTOTAL: 59,169.45  
 TAX: 5,399.21  
 SHIPPING: 940.00  


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**TOTAL:** 65,508.66

TAXABLE: Yes  
 CONFIRMING:

*M. Coleman*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

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IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

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C.O.D. shipments will not be accepted.  
 Substitutions not permitted without approval. Material not approved.  
 All materials and services are subject to approval based on the description on the PO.  
 The vendor or manufacturer bears the risk of loss or damage until property is received and/or installed  
 Federal Tax ID # 94-6000454

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200 Parr Boulevard  
Richmond, CA 94801  
Tel 510-234-0926  
Fax 510-237-2435

9/30/2024

City of Willits

Attention: Nicole Caldwell

Subject: Willits Wastewater Treatment Plant – Clarifier Motor Swap Out

Dear Nicole,

Thank you for providing Overaa the opportunity to provide construction services on the referenced project. The following information is provided to provide a full understanding of the scope of supply for this project.

SCOPE of WORK: Block up the clarifier with wood dunnage, provide hoisting and labor to remove the bridge and drive, chip out the grout that's under the drive, provide hoisting and labor to put the new drive and bridge back on, bolt clarifier back onto the drive, remove blocking and then relevel the drive (called horizontal plane check with manufacturers assistance) once the drive is level, grout under the drive again.

CLARIFICATIONS: Excludes the supply of the drive and any equipment / startup services which is being provided by the owner; Excludes oil and or lube for the drive; Excludes draining the tank and or sludge/sediment removal; Excludes electrical work; excludes any coatings or finishes; We have not included costs for a standby safety rescue retrieval team for permitted confined space entry assuming the basin can be declassified of permit required confined space; Quote assumes work can be completed in one continuous mobilization

STANDARD EXCLUSIONS:

Engineering and Permitting  
Builders Risk Insurance, Payment or Performance Bond  
Testing or Special Inspection  
Hazardous material testing, handling or disposal  
Warranty or Repair work

SCHEDULE: It is our projection that with assistance from the city coordinating the electrician and equipment manufacturer that this work can be completed in around one week time.

PRICE:

**\$91,000**



Valid for 30 Days

Feel free to contact me for further explanation of this proposal and or if the scope of work needs any modification. Again, thank you for providing Overaa the opportunity to continue our long-standing relationship providing valued service to our water sector clients through out northern California. We value your business and trust in our abilities.

Sincerely,  
C. Overaa & Co.

*Danny Holdren*

Danny Holdren  
Mechanical Estimator



## EXHIBIT D

### CITY OF WILLITS CIP BUDGET Fiscal Year 2024-25

#### CAPITAL IMPROVEMENT PROGRAM PROJECT BUDGETS BY FUND

<b>Sewer Fund (510)</b>	<b>Project #</b>	<b>Account Transfer</b>	<b>Account String</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
Line Replacement		510-4113-80410		50,000	50,000	50,000
Maintenance building		510-4113-80410		200,000	-	-
Langemann Gate Replacement		510-4113-80410		100,000	-	-
Clarifier Rehabilitation (New Drive South Clarifier)		510-4113-80410		250,000	-	-
Storm Pond Vegetation Removal		510-4113-80410		-	300,000	320,000
Sewer Line Replacement Project		510-4113-80410		350,000	-	-
TV Truck Upgrade (software/hardware)		510-4113-80410		50,000	-	-
Coast/Hwy 20 Main Replacement		510-4113-80410		-	70,000	-
Influent Vaughn Chopper Pumps		510-4113-80410		130,000	-	-
East Oak Street Main Replacement		510-4113-80410			180,000	-
New Tractor/Mower		510-4113-80410		150,000		-
New Backhoe (40%)		510-4113-80410		70,000		-
Solar PV System		510-4113-80410		2,822,400		
Pipe Patching			510-4111-61850	20,000	20,000	20,000
Manhole Refurbishment			510-4111-61850	75,000	75,000	75,000
West Mendocino Phase II PPP 2025		510-4113-80410			100,000	
Upgrade Irrigation Line (Biosolids Field)		510-4113-80410		100,000	-	-
Replace Fan Press		510-4113-80410		-	400,000	-
<b>Total Sewer Assets/Projects</b>				<b>\$ 4,367,400</b>	<b>\$ 1,195,000</b>	<b>\$ 465,000</b>

RESOLUTION NO. 2024-\_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS APPROVING A CONTRACT FOR \$156,508.66 TO ACCOMMODATE REPAIRS TO THE SOUTH CLARIFIER AT THE WASTEWATER TREATMENT PLANT WITH THE EXPENDITURE ORIGINATING FROM FISCAL YEAR 2024-2025 BUDGET'S 510 WASTEWATER ENTERPRISE FUND.**

**WHEREAS**, the South Clarifier is a critical piece of equipment used in the treatment of wastewater for the City of Willits and is in continuous use 24 hours a day, 365 days a year since it was installed in 2011; and

**WHEREAS**, it was discovered during a recent inspection that parts on the South Clarifier are not functioning due to being worn and exceeding their useful lifespan and as such, are in jeopardy of failing; and

**WHEREAS**, factory technicians and staff determined that the unit would need to be taken offline before winter rains to perform critical repairs including replacing the main drive motor; and

**WHEREAS**, the availability of a contractor and the necessary parts were not readily available; and

**WHEREAS**, staff located a new drive motor and retained a contractor, who originally installed the unit when it was new, to repair and replace the drive motor and other parts; and

**WHEREAS**, the cost to perform repairs with parts, materials and labor will amount to \$156,508.66 coming out of the 510 Wastewater Enterprise Fund and was included as a Capital Improvement Project in the Annual Budget, Fiscal Year 2024-2025 (Exhibit A); and

**NOW, THEREFORE, BE IT RESOLVED** that the Willits City Council approve for the City Manager to authorize staff to proceed with the proposed repairs with the retained the contractor.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_ seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 23<sup>rd</sup> day of October 2024, by the following vote:

AYES:  
NOES:  
ABSENT:

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Saprina Rodriguez, Mayor  
City Council of the City of Willits

ATTEST:

DELORES PEDERSEN, City Clerk