



Willow County Water District
Regular Meeting
AGENDA

(to be held both at the physical and virtual locations below)

151 Laws Avenue ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/84512727220>

Alternatively, you may view the meeting (without participating) by clicking on the date and name of the meeting at www.cityofukiah.com/meetings, then go to the media tab.

December 8, 2025 - 5:00 PM

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

2.a. 2025-11-10 Minutes

Recommended Action: Approve the minutes from November 10, 2025

Attachments:

1. 2025-11-10 Willow Draft Minutes

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The Ukiah Valley Water Authority (UVWA) - Willow County Water District members welcome input from the audience. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments on non-agenda items. If you wish to submit written comments, please provide information to the UVWA-Willow, located at 151 Laws Avenue, Ukiah, CA, 95482.

4. NEW BUSINESS

5. UNFINISHED BUSINESS

5.a. Consideration/Approval of Proposal of Terms by City of Ukiah for Purchase of Certain District Capital Assets:

a. Term Sheet Willow Office Building 11-7-25

Recommended Action: Approve term sheet for Willow building.

Attachments:

1. Term Sheet Willow Office Building 11-7-25

6. ADMINISTRATIVE AND OPERATIONAL REPORTS

6.a. Report on Eel-Russian Project Authority (ERPA)

6.b. Report on Water Districts' Projects

6.c. Report on Ukiah Valley Water Authority (UVWA)

7. COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS

8. SET NEXT MEETING DATE

8.a. January 12, 2026

9. ADJOURNMENT

Please be advised that the Ukiah Valley Water Authority (UVWA)-Willow County Water District (WCWD) needs to be notified 24 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. UVWA-WCWD complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the UVWA-WCWD Board Members after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California; and at 151 Laws Avenue, Ukiah, California; not less than 24 hours prior to the meeting set forth on this agenda.

Dated: December 5, 2025

Signed: Kim Saylor, Deputy Clerk



WILLOW COUNTY WATER DISTRICT MINUTES
Special Meeting
WATER DISTRICT OFFICE CONFERENCE ROOM
151 Laws Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/83268733029>

Ukiah, CA 95482
November 10, 2025
5:00 p.m.

1. CALL TO ORDER AND ROLL CALL

The Water Executive Committee (WEC) met at a Regular Meeting on November 10, 2025, having been legally noticed on November 7, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/83268733029>. Chair Nevill called the meeting to order at 5:02 p.m. Roll was taken with the following Members Present: Devin Gordon, Mike Hildreth, Ross Larue and Gary Nevill; one seat is currently vacant. Staff Present: Jared Walker, MCWD General Manager; Liz Patton, Billing and Finance Manager Dan Buffalo, City of Ukiah Finance Manager; Olga Keough, Controller City of Ukiah, and Kim Saylor, Ukiah City Deputy Clerk.

CHAIR NEVILL PRESIDING.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

3. APPROVAL OF MINUTES

a. Approval of the Minutes for the October 23, 2025, Special Meeting.

Motion/Second: Gordon/Hildreth to approve the minutes for the October 23, 2025, Special Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Gordon, Hildreth, Larue and Chair Nevill NOES: None. ABSENT: None. ABSTAIN: None.

3. FINANCIAL REPORTS

a. Presenter: Olga Keough, Controller City of Ukiah

b. Financial Reports Provided.

3.a. Review of August, September & October Financial Reports

3.b. Balance Sheet 2026 (3)

3.c. Year to Date Budget Report Muni

3.d. Willow Check Register July 2025

3.e. Willow Check Register August 2025

3.f. Willow Check Register September 2025

3.f. Willow Check Register September 2025 cont.

Financial Reports Accepted.

4. **NEW BUSINESS**

Discussion and Possible Action Resolution 2025-01 A Resolution of the Board of Directors of the Willow County Water District to Change the Regular Board Meeting Time.

Recommended Action: Approve Resolution 2025-01; A Resolution of the Board of Directors of the Willow County Water District to Change the Regular Board Meeting Time.

Motion/Second: Gordon/Hildreth to approve Resolution 2025-01 A Resolution of the Board of Directors of the Willow County Water District to Change the Regular Board Meeting Time.

Motion **carried** by the following roll call votes: **AYES:** Gordon, Hildreth, Larue and Chair Nevill **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

5. **UNFINISHED BUSINESS**

5.a. Consideration/Approval of Proposal of Terms by City of Ukiah for Purchase of Certain District Capital Assets:

a. Term Sheet Willow Office Building 11-7-25

b. Term Sheet, Willow Vehicles and Equipment, 11-7-25

Motion/Second: Larue/Hildreth to approve 5b. Term Sheet for Willow Vehicles and Equipment 11-7-25. Motion **carried** by the following roll call votes: **AYES:** Gordon, Hildreth, Larue and Chair Nevill **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

Motion/Second: Larue/Hildreth to bring back item 5a to the December regular meeting with an ask for 5.5% interest and stipulated terms for the required purchase of the Willow Office Building located at 151 Laws Avenue, at the end of the five-year lease agreement. Motion **carried** by the following roll call votes: **AYES:** Gordon, Hildreth, Larue and Chair Nevill **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

6. **ADMINISTRATIVE AND OPERATIONAL REPORT**

a. ERPA – December Meeting scheduled for December 14, 2025

Presenter: Jared Walker, WCWD General Manager.

No further updates.

b. Water Districts' Projects

Presenter: Jared Walker, WCWD General Manager.

Westpac finishing up water mains.

Will be able to close out grant with the final invoices to be paid and then receive reimbursement from the grant.

Wipf, Westpac submitted bid for job: water services, valves, and 8" pipe replacement. TBD when job starts.

c. Ukiah Valley Water Authority (UVWA)

Presenter: Jared Walker, WCWD General Manager.

November Meeting Cancelled due to lack of Quorum. Next Meeting Scheduled for December 4, 2025.

7. **COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS**

No reports were given.

8. **SET NEXT MEETING DATE**

December 8, 2025 at 5:00pm.

9. **ADJOURNMENT**

There being no further business, the meeting adjourned at 6:08 p.m.

Kristine Lawler, CMC/CPMC

Term Sheet: Lease-Purchase of Willow Office Building

151 Laws Avenue, Ukiah, California

This term sheet sets forth the principal business terms under which the Buyer (Tenant) and Seller (Landlord) would structure a lease-purchase arrangement for the Willow Office Building. It is non-binding (except for those provisions explicitly stated to be binding).

1. Parties

- **Landlord / Seller:** Willow (or its designated entity)
 - **Tenant / Buyer:** City of Ukiah (the "City")
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2. Property

- The entire building known as the Willow Office Building, located at 151 Laws Avenue, Ukiah, California (the "Property").
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3. Lease-Purchase Structure

- **Lease Term:** Five (5) years.
- **Principal Amount:** \$499,999, subject to an appraisal conducted prior to the start of the lease term. If the appraised value is less than \$499,999, the appraised value will serve as the purchase price and the basis for calculating principal payments.
- **Interest Rate:** 4.0% per annum, fixed. Based on recent commercial real estate financing data for Northern California markets, typical rates for similar office properties range from 4% to 6.25% depending on credit quality, collateral, and term. The 4% rate represents a fair and favorable rate for an intergovernmental transaction.
- **Payment Structure:** Monthly lease payments shall be structured to mirror a fully amortizing loan, with each payment including both principal and interest components.
 - The principal balance shall be reduced over the five-year term such that the total principal paid equals \$499,999 by the end of the fifth year.

- A detailed amortization schedule will be attached as an exhibit to the final agreement, showing the monthly allocation of principal and interest.
 - **Payment Timing:** Payments are due on the first (1st) day of each month.
 - **Legal Framework:** This lease-purchase structure is established to allow the City and the District to engage in a structured owner-financed transaction consistent with California Government Code §§ 37350.5, 54241, and related constitutional provisions permitting intergovernmental transfers and lease-purchase arrangements for public purposes. While formatted as a lease, this arrangement functions as an owner-carried note, with the District serving as the lender and the City as the purchaser over the lease term.
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4. Bargain Purchase Option

- **Option to Purchase:** At the end of the five-year term, the City shall have the option to acquire title to the Property for **\$1.00** (one dollar).
- **Early Purchase Option:** The City may terminate the lease at any time during the five-year term and elect to purchase the Property for \$500,000 or another mutually agreed price, based on the appraisal conducted before the commencement of the lease. If the appraised value is lower than \$500,000, the purchase price shall be that appraised amount, less the total principal portion of lease payments already made.
- **Exercise of Option:** The City shall provide written notice to exercise the purchase option no later than ninety (90) days prior to the end of the lease term, or upon early termination if exercising the early purchase option.
- **Closing:** Closing shall occur within sixty (60) days of exercising the option. Upon payment of the applicable purchase price (or final \$1.00 at term) and satisfaction of all lease-purchase obligations, title shall transfer to the City.
- **Lease Cancellation:** If the City terminates the lease before completion without exercising the purchase option, all prior lease payments shall be deemed rental payments and non-refundable, representing fair compensation for the District's opportunity costs and the City's use of the Property. The District shall retain full title and ownership of the Property, with the right to lease or sell it thereafter.

5. Maintenance & Repairs

- **City (Tenant):** Responsible for all maintenance, repairs, and improvements to the Property during the lease term. The City reserves the right to make capital improvements at its discretion.
- **Landlord:** Shall have no maintenance or repair responsibilities during the lease term.

6. Insurance, Taxes & Operating Costs

- The City shall maintain general liability insurance naming the Landlord as an additional insured.
- The Landlord shall maintain property insurance for the building until title transfers.
- The City shall pay utilities and routine operating costs.

7. Miscellaneous Provisions

- **Governing Law:** California law governs.
 - **Subletting:** The City may sublet all or part of the Property to another governmental agency, nonprofit, or compatible tenant, provided that such sublease does not violate applicable zoning or legal restrictions.
 - **Binding Provisions:** This term sheet is non-binding except for (i) confidentiality, (ii) exclusivity (if agreed), and (iii) any expressly binding fee or reimbursement terms.
 - **Costs & Fees:** Each party pays its own legal, appraisal, due diligence, and closing costs, unless otherwise agreed.
 - **Escrow / Closing Agent:** To be mutually selected.
 - **Survival:** Post-closing obligations (e.g., warranties or indemnities) to survive for a defined period.
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For Discussion Purposes Only

Landlord/Seller: _____ Date: _____

Tenant/Buyer: _____ Date: _____

Exhibit A: Amortization Schedule

The following is the projected amortization schedule referenced in Section 3, assuming a principal amount of \$499,999 at an interest rate of 4.0% over a five-year term.

Payment No.	Payment Date	Beginning Balance	Payment Amount	Interest Portion	Principal Portion	Ending Balance
1	Month 1	\$499,999	\$9,208	\$1,667	\$7,541	\$492,458
12	Year 1 End	\$413,162	\$9,208	\$1,377	\$7,831	\$405,331
24	Year 2 End	\$320,210	\$9,208	\$1,068	\$8,140	\$312,070
36	Year 3 End	\$220,977	\$9,208	\$737	\$8,471	\$212,506
48	Year 4 End	\$115,254	\$9,208	\$384	\$8,824	\$106,430
60	Year 5 End	\$8,791	\$9,208	\$29	\$9,179	\$0
61	End of Term (Purchase Option)	\$0	\$1	\$0	\$1	\$0
Totals		—	\$557,624	\$57,624	\$500,000	—

Totals reflect the total payments, interest, and principal paid over the five-year term, including the \$1 bargain purchase option.

Note: Payment amounts and breakdowns are approximate and for illustrative purposes. Final amortization will be calculated and attached to the executed agreement.