



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.

January 12, 2026 - 5:00 PM

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

2.a. 2025-12-08 Willow Minutes

Recommended Action: Approve December 8, 2025 Minutes

Attachments:

1. 2025-12-08 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. FINANCIAL REPORT

4.a. Willow Water District Check Register October 2025 and November 2025.

Recommended Action:

Attachments:

1. Chcek Register October

2. Check Register November

5. NEW BUSINESS

5.a. Rotation of Officers for 2026.

6. UNFINISHED BUSINESS

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

Recommended Action: Accept/Approve Term Sheet as submitted.

Attachments:

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

7. ADMINISTRATIVE AND OPERATIONAL REPORTS

- 7.a. Report on Eel-Russian Project Authority (ERPA)
Attachments: None
- 7.b. Report on Water District Projects
- 7.c. Report on Ukiah Valley Water Authority (UVWA)

8. COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS

9. SET NEXT MEETING DATE

- 9.a. February 9, 2026

10. 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, CA 95482 not less than 24 hours prior to the meeting set forth on this agenda.

Kim Saylor, Deputy Clerk

Dated: January 9, 2026



WILLOW COUNTY WATER DISTRICT MINUTES
Regular Meeting
WATER DISTRICT OFFICE CONFERENCE ROOM
151 Laws Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/84512727220>.

Ukiah, CA 95482
December 8, 2025
5:00 p.m.

1. CALL TO ORDER AND ROLL CALL

The Water Executive Committee (WEC) met at a Regular Meeting on December 8, 2025, having been legally noticed on December 5, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/84512727220>. Chair Nevill called the meeting to order at 5:00 p.m. Roll was taken with the following Members Present: Devin Gordon, Mike Hildreth, and Gary Nevill; ABSENT: Ross Larue, one seat is currently vacant. Staff Present: Jared Walker, MCWD General Manager; and Kim Saylor, Ukiah City Deputy Clerk.

CHAIR NEVILL PRESIDING.

2. APPROVAL OF MINUTES

a. Approval of the Minutes for the November 10, 2025, Regular Meeting.

No public comments were received.

Motion/Second: Gordon/Hildreth to approve the minutes for the November 10, 2025, Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Gordon, Hildreth, and Chair Nevill NOES: None. ABSENT: Larue. ABSTAIN: None.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

4. NEW BUSINESS

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

Member Consensus to continue this item to the next scheduled meeting.

6. ADMINISTRATIVE AND OPERATIONAL REPORT

a. ERPA – December Meeting scheduled for December 1, 2025

Presenter: Jared Walker, WCWD General Manager.

No further updates.

b. Water Districts' Projects

Presenter: Jared Walker, WCWD General Manager.

Millview WestPac is finishing up meter change outs.

Districts are winding down small projects through the end of the year.

c. Ukiah Valley Water Authority (UVWA)

Presenter: Jared Walker, WCWD General Manager.

On December 4, 2025, the board voted on proposed rate increases for City of Ukiah, Millview, Willow and Redwood Valley.

The application to SAFER has been completed and sent to the state.

7. COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS

No reports were given.

8. SET NEXT MEETING DATE

January 12, 2026 at 5:00pm.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 5:20 p.m.

Kim Saylor, Deputy Clerk

Willow Water District Check Register for October 2025

Vendor's Name	Invoice number	Description	Account number	Account description	Total amount
AFELIXGENERALENGINEERING INC	3	CANYON DR WATER MAIN REPLACEMENT	93227600-80230	INFRASTRUCTURE	\$162,754.00
ALPHA ANALYTICAL LABORATORIES INC	5094659-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	5097191-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	5094658-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$160.00
ALPHA ANALYTICAL LABORATORIES INC	5093607-WILLOW	MISC. LABORATORY WORK AS NEEDED	93227610-52100	CONTRACTUAL SERVICES	\$295.00
ALPHA ANALYTICAL LABORATORIES INC	5097990-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$331.00
AT&T MOBILITY	875108535X10142025	VOICE & DATA CELL PHONES	93227610-55100	TELEPHONE	\$18.43
BADGER METER INC	80212547	BEACON MBL HOST SERV UNIT, ORION CELLULAR LTE SERV	93227620-52100	CONTRACTUAL SERVICES	\$219.73
CDW GOVERNMENT INC	AG2VI3W	POLY VOYAGER 4310 UC USB-A	93227600-54330	COMPUTER AND TECHNOLOGY	\$169.35
CDW GOVERNMENT INC	AG3VN1D	POLY VL 50 HS UC	93227600-54330	COMPUTER AND TECHNOLOGY	\$185.70
CITY OF UKIAH	9667	ADMIN & BILLING: WCWD	93227600-52115	PERFORMANCE AGREEMENTS	\$6,055.48
CITY OF UKIAH	9778	OPERATIONS & MAINT: WCWD	93227610-52115	PERFORMANCE AGREEMENTS	\$23,434.79
COMCAST	7309 SEP 25	INTERNET SERVICES	93227600-55210	UTILITIES	\$231.59
DAVID SMITH	50562X	UTILITY DEPOSIT REFUND: CLOSED ACCOUNT	93200000-10421	UTILITY RECEIVABLES CLEARING	\$9.07
GRANITE CONSTRUCTION COMPANY	3035972	MISC ROCK & ROAD PATCH MATERIA	93227620-54100	SUPPLIES	\$170.68
GRANITE CONSTRUCTION COMPANY	3035972	MISC ROCK & ROAD PATCH MATERIA	93227620-54100	SUPPLIES	\$174.86
HD SUPPLY INC	INV00853072	HACH DPD 1	93227610-54100	SUPPLIES	\$110.91
HD SUPPLY INC	INV00850193	DISPENSER, HACH FREE CHLRINE SWIFTEST DISPENSER RE	93227610-54100	SUPPLIES	\$184.43
HILDEBRAND CONSULTING LLC	758	JOINT WATER UTILITIES RATE STU	93227600-52100	CONTRACTUAL SERVICES	\$2,250.00
LACO ASSOCIATES	54219	WCWD WATER MAIN REPLACEMENT SUPPORT	93227600-52100	CONTRACTUAL SERVICES	\$6,809.42
LACO ASSOCIATES	54306	WCWD WATER MAIN REPLACEMENT SUPPORT	93227600-52100	CONTRACTUAL SERVICES	\$10,311.20
MICHAEL A CELENTANO CPA	5846	AUDIT: WCWD	93227600-52100	CONTRACTUAL SERVICES	\$600.00
PACE SUPPLY CORPORATION	210778308	3/4X100 IPS 250PSI SIDR7 BLACK PE4710	93227620-54100	SUPPLIES	\$100.26
PACE SUPPLY CORPORATION	210683201	COVER STEEL WATER W/READER	93227620-54100	SUPPLIES	\$360.97
REDWOOD TREE SERVICE STATIONS INC	AUG 25 WCWD 1	CAR WASHES & INTERIOR CLEANING	93227600-56130	EXTERNAL SERVICES	\$0.40
RINEHART OIL INC	CL48198	FUEL CARD CHARGES AS NEEDED	93227600-56210	FUEL & FLUIDS	\$207.78
RINEHART OIL INC	CL48343	FUEL CARD CHARGES AS NEEDED	93227600-56210	FUEL & FLUIDS	\$254.25
ROBERTO MENDOZA	1199	NORGARD LN WELL SITE: WCWD	93227620-52100	CONTRACTUAL SERVICES	\$210.00
ROBERTO MENDOZA	1204	CRESVIEW DR BOOSTER STATION NEW SERVICE PANEL:WCWD	93227620-80230	INFRASTRUCTURE	\$8,488.67
SOLID WASTES SYSTEMS INC	5760D035	MISC DUMP FEES: WCWD	93227600-52100	CONTRACTUAL SERVICES	\$25.83
STATE WATER RESOURCES CONTROL BOARD	EW-1051634	ENFORCEMENT ACTIVITES FEE: SYSTEM # 2310005	93227620-59101	FEES	\$158.00
				Total for October	224,391.80

Willow Water District Check Register for November 2025

Vendor's Name	Invoice number	Description	Account number	Account description	Total amount
AFELIXGENERALENGINEERING INC	5 RETENTION	CANYON DR WATER MAIN REPLACEMENT	93227600-80230	INFRASTRUCTURE	\$31,498.95
AFELIXGENERALENGINEERING INC	25008.4	CANYON DR WATER MAIN REPLACEMENT	93227600-80230	INFRASTRUCTURE	\$220,537.05
ALPHA ANALYTICAL LABORATORIES INC	5103759-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	5104073-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	5106768-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	5105579-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$135.00
ALPHA ANALYTICAL LABORATORIES INC	5103808-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$240.00
ALPHA ANALYTICAL LABORATORIES INC	5103494-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$2,820.00
ALPHA ANALYTICAL LABORATORIES INC	5105097-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$2,947.00
ALPHA ANALYTICAL LABORATORIES INC	5103859-WILLOW	MISC. LABORATORY WORK AS NEEDE	93227610-52100	CONTRACTUAL SERVICES	\$5,149.00
AT&T MOBILITY	875108535X11142025	VOICE & DATA CELL PHONES	93227610-55100	TELEPHONE	\$18.43
BADGER METER INC	80215881	BEACON MBL HOSING SERV UNIT, ORION CELL LTE SERV	93227620-52100	CONTRACTUAL SERVICES	\$219.49
CITY OF UKIAH	9848	ADMIN & BILLING: WCWD	93227600-52115	PERFORMANCE AGREEMENTS	\$6,055.48
CITY OF UKIAH	9957	OPERATIONS & MAINT: WCWD	93227610-52115	PERFORMANCE AGREEMENTS	\$23,434.79
DUANE MORRIS LLP	3361008	LEGAL SERVICES	93227600-52150	LEGAL SERVICES/EXPENSES	\$402.50
FRIEDMANS HOME IMPROVEMENT	INV20927075	METALLIC CONDUIT, STRAIGHT CONNECTOR, DRILL BIT	93227620-54100	SUPPLIES	\$31.07
FRIEDMANS HOME IMPROVEMENT	INV21010095	CONDUIT, CONNECTOR, COPPER SPLIT BOLT	93227620-54100	SUPPLIES	\$36.37
HILDEBRAND CONSULTING LLC	761	JOINT WATER UTILITIES RATE STU	93227600-52100	CONTRACTUAL SERVICES	\$6,750.00
MENDO MILL & LUMBER CO	44676/1	BACKPACK SPRAYR 4GL	93227620-54100	SUPPLIES	\$129.44
MICHAEL A CELENTANO CPA	5847	AUDITS: WCWD	93227600-52100	CONTRACTUAL SERVICES	\$3,040.00
PACE SUPPLY CORPORATION	210826685	3/4 IPS X 3 SS DUAL ARMOR FCRC FORD	93227620-54100	SUPPLIES	\$175.29
PACE SUPPLY CORPORATION	210808219	L12 ULTRA FLEX CPLG FORD	93227620-54100	SUPPLIES	\$1,092.60
PACE SUPPLY CORPORATION	210850718	BOLT SET, FULL FACE RUBBER GASKET, SPOOL	93227620-54100	SUPPLIES	\$2,286.90
PACE SUPPLY CORPORATION	210852483	FLG X FLG DI SPOOL AC CL, FULL FACE RUBBER GASKET	93227620-54100	SUPPLIES	\$2,431.94
PETERSON POWER SYSTEMS INC	PC060199563	BATTERY, WET, CORE DEPOSIT, FAB HOSE ASSY	93227610-56120	EQUIPMENT MAINTENANCE & REPAIR	\$778.23
RACO MANUFACTURING & ENGINEERING CO	INV-114184	CABINET CABLE AND EXTENSION CABLE, ALARM AGENT ANT	93227610-54100	SUPPLIES	\$609.56
RINEHART OIL INC	CL48488	FUEL CARD CHARGES AS NEEDED	93227600-56210	FUEL & FLUIDS	\$341.94
RYAN WADE	25-15	267 VALLEY VIEW WILLOW WATER DISTRICT	93227620-52100	CONTRACTUAL SERVICES	\$4,900.00
SOLID WASTES SYSTEMS INC	5896D035	MISC DUMP FEES	93227620-59101	FEES	\$76.06
TIFFANY BELL	40447X	UTILITY REFUND: CLOSED ACCOUNT	93200000-10421	UTILITY RECEIVABLES CLEARING	\$21.22
				Total for November	316,323.31

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")
-

2. Property

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

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.
-

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.