



Willow County Water District

Regular Meeting

AGENDA

151 Laws Avenue ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/84775413780>.

Or you can call in using your telephone only:

- Call 1-699-444-9171
- Enter the Access Code: 847 7541 3780

June 8, 2026 - 5:00 PM

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

2.a. 2026-05-11 Willow Minutes

Recommended Action: Approve the Regular Meeting Minutes of May 11, 2026.

Attachments:

1. 2026-05-11 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 REPORTS

4.a. Balance Sheet July - April 2026

Attachments:

1. Balance Sheet July - April 2026

4.b. Check Register May 2026

Attachments:

1. Check Register May 2026

4.c. YTD Budget Report: July-April 2026

Attachments:

1. YTD Budget Report July-April 2026

5. NEW BUSINESS

5.a. Consideration of Proposed Budget for Fiscal Year 2026-2027

Attachments:

1. FY2027 Willow Budget Report

6. UNFINISHED BUSINESS

- 6.a. Approval of Real Property Purchase Agreement and Lease between the City of Ukiah and the Willow County Water District for the Property Located at 151 Laws Avenue, APN 003-420-47

Attachments:

1. Lease Pending Close of EscrowClean
2. Purchase Agreement with Lease Pending Close of Escrow (clean)

7. ADMINISTRATIVE AND OPERATIONAL REPORTS

- 7.a. Report on Eel-Russian Project Authority (ERPA) & Inland Water and Power Commission (IWPC).
- 7.b. Report on Local 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. The next regular meeting is scheduled for July 13, 2026, unless there is no other business to come before the board.

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 Ave., Ukiah, California; not less than 24 hours prior to the meeting set forth on this agenda.

Kim Saylor, Deputy City Clerk

Dated: June 5, 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/84775413780>.
Ukiah, CA 95482
May 11, 2026
5:00 p.m.

1. CALL TO ORDER AND ROLL CALL

The Water Executive Committee (WEC) met at a Regular Meeting on May 11, 2026, having been legally noticed on May 7, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/84775413780>. Chair Nevill called the meeting to order at 5:00 p.m. Roll was taken with the following **Members Present:** Devin Gordon, Gary Nevill, Devon Boer, and Chair Ross LaRue; **ABSENT:** None. One seat is currently vacant. **Staff Present:** Jared Walker, MCWD General Manager; Dan Buffalo Finance Director, City of Ukiah; David Rapport Counsel, City of Ukiah; Liz Patton, Finance and Kim Saylor, Ukiah City Deputy Clerk.

CHAIR NEVILL PRESIDING.

2. APPROVAL OF MINUTES

Presenter: Jared Walker, WCWD General Manager

a. Approval of the Minutes for April 13 , 2026, Regular Meeting.

No public comments were received.

Motion/Second: Nevill/Boer approve the minutes for the April 13, 2026, Regular Meeting, as submitted. Motion **carried** by the following roll call votes: **AYES:** Nevill, Boer, and Chair LaRue. **NOES:** None. **ABSENT:** Gordon. **ABSTAIN:** None.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

4. FINANCIAL REPORTS

Balance Sheet: July - March 2026

Check Register April 2026

YTD Budget Report: July-March 2026

Member Consensus to accept the Financial Reports.

5. NEW BUSINESS

Presenter: *Jared Walker, WCWD General Manager*

- a. Member Consensus to add real property purchase agreement and lease to the agenda as an urgent item.

Motion/Second: LaRue/Nevill to add real property purchase agreement and lease to the agenda as an urgent item. Motion **carried** by the following roll call votes: **AYES:** Nevill, Boer, and Chair LaRue. **NOES:** None. **ABSENT:** Gordon. **ABSTAIN:** None.

Introduction of Item
Board Questions for Staff
Invite Public Comment
Board Comments
Invite Motion/Action

- b. Member Consensus to Appoint Devon Boer to the Ukiah Valley Water Authority to replace Gary Nevill as the Willow County Water Districts Representative.

Motion/Second: LaRue/Nevill Appoint Devon Boer to the Ukiah Valley Water Authority replacing Gary Nevill as the Willow County Water Districts Representative. Motion **carried** by the following roll call votes: **AYES:** Nevill, Boer, and Chair LaRue. **NOES:** None. **ABSENT:** Gordon. **ABSTAIN:** None.

6. UNFINISHED BUSINESS

Presenter: *Jared Walker, WCWD General Manager*

- a. Approval of Lease Agreement with Option to Purchase Between the City of Ukiah and the Willow County Water District for the Property located at 151 Laws Avenue in Ukiah, CA. APN:003-420-47.

Motion/Second: LaRue/Nevill Approve of Lease Agreement with Option to Purchase Between the City of Ukiah and the Willow County Water District for the Property located at 151 Laws Avenue in Ukiah, CA. APN:003-420-47. Motion **carried** by the following roll call votes: **AYES:** Nevill, Boer, and Chair LaRue. **NOES:** None. **ABSENT:** Gordon. **ABSTAIN:** None.

Member Consensus to accept updated Lease Agreement for Willow Building.

b. Resolution 2026-01WCWD

A Resolution of the Board of Directors of the Willow County Water District Determining That Certain Real Property Proposed to be Leased, With an Option to Purchase, to The City of Ukiah is Not Surplus Land and, if Subject to The Surplus Land Act, Would Qualify as Exempt Surplus Land.

Motion/Second: LaRue/Nevill Resolution of the Board of Directors of the Willow County Water District Determining That Certain Real Property Proposed to be Leased, With an Option to Purchase, to The City of Ukiah is Not Surplus Land and, if Subject to The Surplus Land Act, Would Qualify as Exempt Surplus Land. Motion **carried** by the following roll call votes: **AYES:** Nevill, Boer, and Chair LaRue. **NOES:** None. **ABSENT:** Gordon. **ABSTAIN:** None.

7. **ADMINISTRATIVE AND OPERATIONAL REPORT**

Presenter: *Jared Walker, WCWD General Manager.*

a. Report on Eel-Russian Project Authority (ERPA) & Inland Water and Power Commission (IWPC).

Presenter: *Jared Walker, WCWD General Manager.*

- IWPC will meet on Thursday May 14, 2026. Some agenda items will include Adoption of Budget & Amend and restate the JPA to all others to join.

b. Water Districts' Projects

Presenter: *Jared Walker, WCWD General Manager.*

- RV well grant funded, owned by RV, PG&E undergrounding power to well in approximately 6 months.
- Calpella inspections regarding turning waste treatment into a holding facility.
- Millview river intakes going in for summer season.
- PG&E is working on project in Hopland underground fiber optic lines.
- Bella Vista housing project is still pending breaking ground.

c. Ukiah Valley Water Authority (UVWA)

Presenter: *Jared Walker, WCWD General Manager.*

Conference that Jared attended had multiple people comment on how quickly the jpa is moving in Ukiah.

IWPC.

Next Meeting June 4, 2026, at 5:00 at Ukiah Valley Conference Center (UVCC).

Devon Boer to take Gary Nevill's place on the UVWA Board as a Willow Representative.

3 items that the state asked for clarification on, funds should be starting to go out in July.

8. **COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS**

None.

9. **SET NEXT MEETING DATE**

June 8, 2026, at 5:00 p.m.

Director Gordon is absent by prearrangement.

10. ADJOURNMENT

There being no further business, the meeting adjourned at 6:35 p.m.

Kim Saylor, Deputy Clerk

BALANCE SHEET FOR 2026 10

FUND: 932 WILLOW WATER DISTRICT OPERAT			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
93200000	10101	POOLED CASH	56,670.41	106,293.04
93200000	10220	LAI F	.00	406,467.96
93200000	10250	SAVINGS BANK OF MENDOCINO COUN	-9,164.50	137,922.37
93200000	10252	SAVINGS BANK PAYROLL ACCOUNT	.00	3,281.70
93200000	10420	UTILITY RECEIVABLES	8,603.91	80,690.51
93200000	10425	DEFERRED UTILITY AR	145.63	145.63
TOTAL ASSETS			56,255.45	734,801.21
LIABILITIES				
93200000	20100	ACCOUNTS PAYABLE	.00	-117.72
93200000	21110	CUSTOMER DEPOSITS	-1,728.58	-26,150.58
TOTAL LIABILITIES			-1,728.58	-26,268.30
FUND BALANCE				
93200000	30001	ENCUMBRANCE CONTROL	-9,250.00	.00
93200000	30002	ENCUMBRANCES - BUDGET FB RESER	9,250.00	.00
93200000	30004	APPROPRIATIONS	.00	-875,888.00
93200000	30005	REVENUE CONTROL	-77,036.92	-1,121,941.77
93200000	30006	EXPENDITURE CONTROL	22,510.05	1,362,605.64
93200000	30007	FUND BALANCE	.00	-949,196.78
93200000	30009	ESTIMATED REVENUE	.00	900,559.00
93200000	30010	BUDGETARY FUND BALANCE UNRESER	.00	-24,671.00
TOTAL FUND BALANCE			-54,526.87	-708,532.91
TOTAL LIABILITIES + FUND BALANCE			-56,255.45	-734,801.21

** END OF REPORT - Generated by Olga Keough **

Willow Water District Check Register for May 2026

Vendor's Name	Invoice number	Description	Account description	Total amount
ALPHA ANALYTICAL LABORATORIES INC	6039879-WILLOW	MISC. LABORATORY WORK AS NEEDED	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	6044186-WILLOW	MISC. LABORATORY WORK AS NEEDED	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	6047922-WILLOW	MISC. LABORATORY WORK AS NEEDED	CONTRACTUAL SERVICES	\$55.00
ALPHA ANALYTICAL LABORATORIES INC	6046292-WILLOW	MISC. LABORATORY WORK AS NEEDED	CONTRACTUAL SERVICES	\$215.00
AT&T MOBILITY	875108535X051426	VOICE & DATA CELL PHONES	TELEPHONE	\$18.61
CAROLYN MONTGOMERY	70849	REFUND: METER SET UP ISSUE-OVER BILLING	DOMESTIC WATER USAGE	\$1,238.39
DEVIN W GORDON	JAN-MAR 26	WILLOW & UVWA WATER BOARD STIPEND	CONTRACTUAL SERVICES	\$150.00
DUANE MORRIS LLP	3434002	PROFESSIONAL SERVICES	LEGAL SERVICES/EXPENSES	\$575.00
GARY L NEVILL	JAN-MAR 26	WILLOW & UVWA WATER BOARD STIPEND	CONTRACTUAL SERVICES	\$150.00
GRANITE CONSTRUCTION COMPANY	3182853	MISC ROCK & ROAD PATCH MATERIAL	SUPPLIES	\$534.48
LACO ASSOCIATES	54751	WATER MAIN REPLACEMENT SUPPORT WCWD	INFRASTRUCTURE	\$1,606.25
NICHOLAS HERCHER	INV0865	LABOR TWO PLUMBERS	CONTRACTUAL SERVICES	\$3,787.50
PACE SUPPLY CORPORATION	0210619242-1	CHAMBER ASSEMBLY, O-RINGS, GASKETS, MISC	SUPPLIES	\$72.22
PACE SUPPLY CORPORATION	210911576	2X4/12 BRASS NIPPLE TRANSFER	SUPPLIES	\$90.09
PACE SUPPLY CORPORATION	210905359	3/4 ULTRA-TITE PEP LF BRS	SUPPLIES	\$95.38
PACE SUPPLY CORPORATION	0210905359-1	3/4 ULTRA-TITE PEP LF BRS	SUPPLIES	\$95.38
PACE SUPPLY CORPORATION	210822182	LIQUID FILLED 2.5" 200PSI GAUGES	SUPPLIES	\$140.45
PACE SUPPLY CORPORATION	210619242	CHAMBER ASSEMBLY, 2" SCREEN, GASKETS, O-RINGS	SUPPLIES	\$156.89
PACE SUPPLY CORPORATION	210760513	3.96X12.5 F1 SS BAND REPAIR CLAMP	SUPPLIES	\$220.22
PACE SUPPLY CORPORATION	2112524306	7.95-8.35X12.5 F1 SS BAND REPAIR CLAMP FORD	SUPPLIES	\$389.61
PACE SUPPLY CORPORATION	211254306	F1 SS BAND REPAIR CLAMP FORD	SUPPLIES	\$389.61
PACE SUPPLY CORPORATION	210825154	ANGLE BALL METER VALVE	SUPPLIES	\$443.97
PACE SUPPLY CORPORATION	210918073	BRASS BUSHINGS, ANGLE BALL VALVE, MISC	SUPPLIES	\$756.38
PACE SUPPLY CORPORATION	210830564.1	ULTRASONIC METER, MOBILE ENDPOINT CONNECTOR	SUPPLIES	\$1,219.97
PACE SUPPLY CORPORATION	210977294	BRASS ANGLE BALL VALVE, BALL STOP, INSERTS, MISC	SUPPLIES	\$1,726.93
ROSS LARUE	25-Jan	WILLOW BOARD STIPEND	CONTRACTUAL SERVICES	\$25.00
			Total for May 2026	14,262.33

YEAR-TO-DATE BUDGET REPORT [HTTPS://MUNISAT](https://munisat)

FOR 2026 10							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
932 WILLOW WATER DISTRICT OPERAT							
55221 WATER	43,990	0	43,990	39,138.00	.00	4,852.00	89.0%
TOTAL UNDEFINED CHAR	43,990	0	43,990	39,138.00	.00	4,852.00	89.0%
43 GRANTS							
43209 GRANTS	0	0	0	-162,754.52	.00	162,754.52	100.0%
TOTAL GRANTS	0	0	0	-162,754.52	.00	162,754.52	100.0%
44 CHARGES FOR SERVICE							
44254 RECONNECT CHARGE	0	0	0	-250.00	.00	250.00	100.0%
44257 DELINQUENT NOTICE CHARGES	0	0	0	-2,027.28	.00	2,027.28	100.0%
44258 48 HOUR NOTICE CHARGES	0	0	0	-900.00	.00	900.00	100.0%
44741 IRRIGATION WATER USAGE	-38,984	0	-38,984	-24,191.06	.00	-14,792.94	62.1%
44742 DOMESTIC WATER USAGE	-348,590	0	-348,590	-271,783.44	.00	-76,806.56	78.0%
44766 SERVICE CHARGES	-355	0	-355	-115.00	.00	-240.00	32.4%
44768 BACKFLOW PREVENTION	-2,610	0	-2,610	-2,880.00	.00	270.00	110.3%
44774 FIRE SERVICE - WATER	0	0	0	-1,440.00	.00	1,440.00	100.0%
44777 SERVICE CONNECTION CHARGE	-5,000	0	-5,000	.00	.00	-5,000.00	.0%
44778 RESIDENTIAL WATER BASE CHARGE	-316,201	0	-316,201	-267,747.22	.00	-48,453.78	84.7%
44779 IRRIGATION WATER BASE CHARGE	-23,537	0	-23,537	-20,627.66	.00	-2,909.34	87.6%
44780 COMMERCIAL WATER BASE CHARGE	-59,803	0	-59,803	-47,343.15	.00	-12,459.85	79.2%
44781 COMMERCIAL WATER USAGE CHARGE	-72,072	0	-72,072	-56,158.14	.00	-15,913.86	77.9%
TOTAL CHARGES FOR SERVICE	-867,152	0	-867,152	-695,462.95	.00	-171,689.05	80.2%
46 RENTS & LEASES							
46741 OTHER RENTAL	-7,200	0	-7,200	.00	.00	-7,200.00	.0%
TOTAL RENTS & LEASES	-7,200	0	-7,200	.00	.00	-7,200.00	.0%
48 OTHER							

YEAR-TO-DATE BUDGET REPORT HTTPS://MUNISAT

FOR 2026 10

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
44825 SALES OF ASSETS	0	0	0	-220,845.96	.00	220,845.96	100.0%
48110 MISCELLANEOUS RECEIPTS	-5,000	0	-5,000	-7,351.15	.00	2,351.15	147.0%
48150 CASH OVER/SHORT	0	0	0	-2.60	.00	2.60	100.0%
48170 INSURANCE REFUNDS	0	0	0	-26,711.12	.00	26,711.12	100.0%
TOTAL OTHER	-5,000	0	-5,000	-254,910.83	.00	249,910.83	5098.2%
49 INTEREST EARNINGS							
46110 INTEREST ON INVESTMENTS	-21,207	0	-21,207	-8,813.47	.00	-12,393.53	41.6%
TOTAL INTEREST EARNINGS	-21,207	0	-21,207	-8,813.47	.00	-12,393.53	41.6%
51 PERSONNEL							
51211 PERS UNFUNDED LIABILITY	0	0	0	19,394.00	.00	-19,394.00	100.0%
51250 UNEMPLOYMENT	0	0	0	6,423.18	.00	-6,423.18	100.0%
TOTAL PERSONNEL	0	0	0	25,817.18	.00	-25,817.18	100.0%
52 OTHER OPERATING							
52100 CONTRACTUAL SERVICES	34,600	28,000	62,600	100,951.89	.00	-38,351.89	161.3%
52115 PERFORMANCE AGREEMENTS	302,660	0	302,660	176,941.62	.00	125,718.38	58.5%
52150 LEGAL SERVICES/EXPENSES	15,000	0	15,000	2,357.50	.00	12,642.50	15.7%
52521 LIABILITY INSURANCE PREMIUM	32,000	0	32,000	32,313.09	.00	-313.09	101.0%
52524 PROPERTY INSURANCE PREMIUM	0	0	0	1,409.43	.00	-1,409.43	100.0%
54100 SUPPLIES	70,800	0	70,800	31,025.36	.00	39,774.64	43.8%
54101 POSTAGE	0	0	0	1,833.69	.00	-1,833.69	100.0%
54103 LAB SUPPLIES	46,835	0	46,835	490.00	.00	46,345.00	1.0%
54320 SOFTWARE	0	0	0	400.00	.00	-400.00	100.0%
54330 COMPUTER AND TECHNOLOGY	0	0	0	3,562.44	.00	-3,562.44	100.0%
55100 TELEPHONE	0	0	0	229.90	.00	-229.90	100.0%
55200 PG&E	187,268	0	187,268	143,172.53	.00	44,095.47	76.5%
55210 UTILITIES	0	0	0	288.80	.00	-288.80	100.0%
56120 EQUIPMENT MAINTENANCE & REPAIR	7,710	0	7,710	5,184.13	.00	2,525.87	67.2%
56130 EXTERNAL SERVICES	0	0	0	139.80	.00	-139.80	100.0%
56300 BUILDING MAINT. & REPAIR	0	0	0	817.65	.00	-817.65	100.0%

YEAR-TO-DATE BUDGET REPORT HTTPS://MUNISAT

FOR 2026 10							
	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
57300 MEMBERSHIPS & SUBSCRIPTIONS	37,700	0	37,700	25,623.83	.00	12,076.17	68.0%
58202 CHEMICALS	0	0	0	8,251.89	.00	-8,251.89	100.0%
59101 FEES	13,391	0	13,391	26,017.68	.00	-12,626.68	194.3%
59108 BANK FEES	0	0	0	2,131.31	.00	-2,131.31	100.0%
59200 BAD DEBT EXPENSE	0	0	0	279.14	.00	-279.14	100.0%
TOTAL OTHER OPERATING	747,964	28,000	775,964	563,421.68	.00	212,542.32	72.6%
60 INTERNAL SERVICE USE							
61200 PURCHASING ALLOCATION	10,240	0	10,240	1,594.05	.00	8,645.95	15.6%
61300 BILLING & COLLECTION ALLOCATI	12,802	0	12,802	2,877.04	.00	9,924.96	22.5%
TOTAL INTERNAL SERVICE USE	23,042	0	23,042	4,471.09	.00	18,570.91	19.4%
62 ADMIN AND OVERHEAD							
62100 ADMIN & OVERHEAD ALLOCATION	32,892	0	32,892	9,394.08	.00	23,497.92	28.6%
TOTAL ADMIN AND OVERHEAD	32,892	0	32,892	9,394.08	.00	23,497.92	28.6%
80 CAPITAL OUTLAY							
80230 INFRASTRUCTURE	0	0	0	720,363.61	.00	-720,363.61	100.0%
TOTAL CAPITAL OUTLAY	0	0	0	720,363.61	.00	-720,363.61	100.0%
TOTAL WILLOW WATER DISTRICT OPERAT	-52,671	28,000	-24,671	240,663.87	.00	-265,334.87	-975.5%
TOTAL REVENUES	-900,559	0	-900,559	-1,121,941.77	.00	221,382.77	
TOTAL EXPENSES	847,888	28,000	875,888	1,362,605.64	.00	-486,717.64	
GRAND TOTAL	-52,671	28,000	-24,671	240,663.87	.00	-265,334.87	-975.5%

** END OF REPORT - Generated by o1ga Keough **

YEAR-TO-DATE BUDGET REPORHTTPTS://MUNISAT

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	10	Y	N
Sequence 3	11	Y	N
Sequence 4	0	N	N

Report title:

YEAR-TO-DATE BUDGET REPORHTTPTS://MUNISAT

Includes accounts exceeding 0% of budget.

Print totals only: Y

Print Full or Short description: F

Print full GL account: N

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: N

Print journal detail: N

From Yr/Per: 2021/ 1

To Yr/Per: 2021/ 1

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: N

Multiyear view: D

Amounts/totals exceed 999 million dollars: N

Year/Period: 2026/10

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria

Field Name Field value

Org 932*
 Object
 Project
 Rollup code
 Account type
 Account status

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

Attachment 5

PROJECTION: 20271 FY2027 Budget FOR PERIOD 99

ACCOUNTS FOR:							
WILLOW WATER DISTRICT OPERAT	2025 ACTUAL	2026 ORIG BUD	2026 REVISED BUD	2026 ACTUAL	2026 PROJECTION	2027 CITY MGR	PCT CHANGE
WATER	.00	43,990.00	43,990.00	39,138.00	39,138.00	40,000.00	-9.1%
UNDEFINED CHAR	.00	43,990.00	43,990.00	39,138.00	39,138.00	40,000.00	-9.1%
43 GRANTS							
GRANTS	.00	.00	.00	-162,754.52	-338,395.00	.00	.0%
GRANTS	.00	.00	.00	-162,754.52	-338,395.00	.00	.0%
44 CHARGES FOR SERVICE							
RECONNECT CHARGE	.00	.00	.00	-250.00	-250.00	.00	.0%
DELINQUENT NOTICE CHAR	.00	.00	.00	-2,027.28	-2,027.28	.00	.0%
48 HOUR NOTICE CHARGES	.00	.00	.00	-900.00	-900.00	.00	.0%
IRRIGATION WATER USAGE	.00	-38,984.00	-38,984.00	-24,191.06	-34,000.00	-36,000.00	-7.7%
DOMESTIC WATER USAGE	.00	-348,590.00	-348,590.00	-270,545.05	-270,000.00	-360,000.00	3.3%
SERVICE CHARGES	.00	-355.00	-355.00	-115.00	-115.00	.00	-100.0%
BACKFLOW PREVENTION	.00	-2,610.00	-2,610.00	-2,880.00	-2,880.00	-2,880.00	10.3%
FIRE SERVICE - WATER	.00	.00	.00	-1,440.00	-1,728.00	-1,728.00	.0%
SERVICE CONNECTION CHA	.00	-5,000.00	-5,000.00	-4,717.99	.00	-5,000.00	.0%
RESIDENTIAL WATER BASE	.00	-316,201.00	-316,201.00	-267,747.22	-311,800.00	-328,640.00	3.9%
IRRIGATION WATER BASE	.00	-23,537.00	-23,537.00	-20,627.66	-23,500.00	-25,000.00	6.2%
COMMERCIAL WATER BASE	.00	-59,803.00	-59,803.00	-47,343.15	-55,336.00	-57,000.00	-4.7%
COMMERCIAL WATER USAGE	.00	-72,072.00	-72,072.00	-56,158.14	-52,000.00	-64,000.00	-11.2%
CHARGES FOR SERVICE	.00	-867,152.00	-867,152.00	-698,942.55	-754,536.28	-880,248.00	1.5%
46 RENTS & LEASES							
OTHER RENTAL	.00	-7,200.00	-7,200.00	.00	.00	.00	-100.0%
RENTS & LEASES	.00	-7,200.00	-7,200.00	.00	.00	.00	-100.0%
48 OTHER							

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20271 FY2027 Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
WILLOW WATER DISTRICT OPERAT	2025 ACTUAL	2026 ORIG BUD	2026 REVISED BUD	2026 ACTUAL	2026 PROJECTION	2027 CITY MGR	PCT CHANGE	
SALES OF ASSETS	.00	.00	.00	-220,845.96	-470,846.00	-250,000.00	.0%	
MISCELLANEOUS RECEIPTS	.00	-5,000.00	-5,000.00	-7,351.15	-7,351.15	.00	-100.0%	
CASH OVER/SHORT	.00	.00	.00	-2.60	-2.60	.00	.0%	
INSURANCE REFUNDS	.00	.00	.00	-26,711.12	-26,711.12	.00	.0%	
OTHER	.00	-5,000.00	-5,000.00	-254,910.83	-504,910.87	-250,000.00	4900.0%	
49	INTEREST EARNINGS							
INTEREST ON INVESTMENT	.00	-21,207.00	-21,207.00	-12,867.50	-8,975.66	-10,311.75	-51.4%	
INTEREST EARNINGS	.00	-21,207.00	-21,207.00	-12,867.50	-8,975.66	-10,311.75	-51.4%	
51	PERSONNEL							
PERS UNFUNDED LIABILIT	.00	.00	.00	19,394.00	19,394.00	20,000.00	.0%	
UNEMPLOYMENT	.00	.00	.00	6,423.18	5,532.00	2,000.00	.0%	
PERSONNEL	.00	.00	.00	25,817.18	24,926.00	22,000.00	.0%	
52	OTHER OPERATING							
CONTRACTUAL SERVICES	5,647.50	34,600.00	34,600.00	88,405.39	103,498.87	46,815.00	35.3%	
PERFORMANCE AGREEMENTS	.00	302,660.00	302,660.00	176,941.62	377,283.00	553,422.08	82.9%	
LEGAL SERVICES/EXPENSE	.00	15,000.00	15,000.00	2,932.50	5,000.00	.00	-100.0%	
LIABILITY INSURANCE PR	.00	32,000.00	32,000.00	32,313.09	32,313.09	.00	-100.0%	
PROPERTY INSURANCE PRE	.00	.00	.00	1,409.43	1,409.43	500.00	.0%	
SUPPLIES	.00	70,800.00	70,800.00	37,356.94	37,750.00	42,250.00	-40.3%	
POSTAGE	.00	.00	.00	1,833.69	1,833.69	.00	.0%	
LAB SUPPLIES	.00	46,835.00	46,835.00	490.00	500.00	500.00	-98.9%	
SOFTWARE	.00	.00	.00	400.00	400.00	.00	.0%	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20271 FY2027 Budget FOR PERIOD 99

ACCOUNTS FOR:	2025 ACTUAL	2026 ORIG BUD	2026 REVISED BUD	2026 ACTUAL	2026 PROJECTION	2027 CITY MGR	PCT CHANGE
WILLOW WATER DISTRICT OPERAT							
COMPUTER AND TECHNOLOG	.00	.00	.00	3,562.44	35,962.44	.00	.0%
TELEPHONE	36.81	.00	.00	248.51	211.29	.00	.0%
PG&E	.00	187,268.00	187,268.00	143,172.53	200,000.00	200,000.00	6.8%
UTILITIES	.00	.00	.00	288.80	288.80	.00	.0%
EQUIPMENT MAINTENANCE	.00	7,710.00	7,710.00	5,184.13	800.00	700.00	-90.9%
EXTERNAL SERVICES	.00	.00	.00	139.80	14.95	.00	.0%
FUEL & FLUIDS	1,762.11	.00	.00	.00	3,843.88	.00	.0%
BUILDING MAINT. & REPA	.00	.00	.00	817.65	.00	.00	.0%
MEMBERSHIPS & SUBSCRIP	.00	37,700.00	37,700.00	25,623.83	30,000.00	42,480.00	12.7%
CHEMICALS	1,388.22	.00	.00	8,251.89	10,000.00	10,000.00	.0%
FEES	.00	13,391.00	13,391.00	26,017.68	25,817.14	35,800.00	167.3%
BANK FEES	.00	.00	.00	2,131.31	2,188.31	.00	.0%
BAD DEBT EXPENSE	.00	.00	.00	279.14	279.14	.00	.0%
OTHER OPERATING	8,834.64	747,964.00	747,964.00	557,800.37	869,394.03	932,467.08	24.7%
60 INTERNAL SERVICE USE							
PURCHASING ALLOCATION	.00	10,240.00	10,240.00	2,430.55	10,442.87	5,103.00	-50.2%
BILLING & COLLECTION A	.00	12,802.00	12,802.00	4,816.88	12,961.26	30,605.00	139.1%
GARAGE ALLOCATION	.00	.00	.00	.00	.00	21,172.00	.0%
INTERNAL SERVICE USE	.00	23,042.00	23,042.00	7,247.43	23,404.13	56,880.00	146.9%
62 ADMIN AND OVERHEAD							
ADMIN & OVERHEAD ALLOC	.00	32,892.00	32,892.00	13,893.26	34,931.25	33,641.00	2.3%
ADMIN AND OVERHEAD	.00	32,892.00	32,892.00	13,893.26	34,931.25	33,641.00	2.3%
80 CAPITAL OUTLAY							

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20271 FY2027 Budget FOR PERIOD 99

ACCOUNTS FOR:	2025 ACTUAL	2026 ORIG BUD	2026 REVISED BUD	2026 ACTUAL	2026 PROJECTION	2027 CITY MGR	PCT CHANGE
WILLOW WATER DISTRICT OPERAT							
INFRASTRUCTURE	.00	.00	.00	721,969.86	719,095.00	.00	.0%
CAPITAL OUTLAY	.00	.00	.00	721,969.86	719,095.00	.00	.0%
TOTAL WILLOW WATER DISTRICT	8,834.64	-52,671.00	-52,671.00	236,390.70	104,070.60	-55,571.67	5.5%
TOTAL REVENUE	.00	-900,559.00	-900,559.00	-1,129,475.40	-1,606,817.81	-1,140,559.75	26.7%
TOTAL EXPENSE	8,834.64	847,888.00	847,888.00	1,365,866.10	1,710,888.41	1,084,988.08	28.0%
GRAND TOTAL	8,834.64	-52,671.00	-52,671.00	236,390.70	104,070.60	-55,571.67	5.5%

** END OF REPORT - Generated by Olga Keough **

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20271 FY2027 Budget FOR PERIOD 99

ACCOUNTS FOR:				2025	2026	2026	2026	2026	2027	PCT
WILLOW	WATER	DISTRICT	OPERAT	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	CITY MGR	CHANGE
		Field #	Total	Page Break						
Sequence 1		1	Y	Y						
Sequence 2		10	Y	N						
Sequence 3		11	Y	N						
Sequence 4		0	N	N						

Report title:
 06/01/2026 12:32 | City of Ukiah
 okeough | NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

| P
 | bgnyrp

PROJECTION: 20271 FY2027 Budget FOR PERIOD 99

Report type: 1
 Budget level: 3
 Percentage change calculation method: 1
 Print first or second year of budget requests: F
 Print revenue as credit: Y
 Include cfwd in rev bud: N
 Include cfwd in actuals: N
 Print totals only: Y
 Include segment code: N
 Include report grand totals by account type: Y
 Print full GL account: N
 Double space: N
 Suppress zero bdgt accts: Y
 Print as worksheet: N
 Print percent change or comment: P
 Print text: N
 Amounts/totals exceed 999 million dollars: N
 Print five budget levels: N
 Report view: D

Find Criteria
 Field Name Field Value
 Org 932*
 Object
 Project
 Account type
 Account status

LEASE AGREEMENT

This Lease Pending Close of Escrow (“Lease”) is made in Ukiah, California, on _____, 2026 (“Effective Date”) between the Willow County Water District, (“Lessor” or “District”) and the City of Ukiah (“Lessee” or “City”). Lessor and Lessee are at times collectively referred to below as the “Parties” or individually as a “Party.”

Lessor is the owners of that certain real property located at 151 Laws Avenue in Ukiah, California, also known as Mendocino County Assessor’s Parcel Number (“APN.”) 003-420-47 (the “Property”), being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Lessee desires to lease the Property from Lessor, pending close of escrow under that certain REAL PROPERTY PURCHASE AGREEMENT AND LEASE.

LEASE AGREEMENT

1. Lease. Starting on the Commencement Date, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property and improvement located thereon described in **Exhibit A**, together with rights, privileges, easements, servitudes and appurtenances thereto, hereafter called the “Leased Premises” or the “Property”)

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement.

- (a) “Commencement Date” means _____ 1, 2026.
- (b) “Lease” means this Lease
- (c) “Escrow” means the escrow established with the Escrow Company for the purpose of conveying the Property from the Seller to Buyer under the Real Property Sales Agreement.
- (d) “Escrow Company” means Redwood Empire Title Company.
- (e) “Term” means the term of this Lease.
- (f) “Real Property Sales Agreement means the REAL PROPERTY PURCHASE AGREEMENT AND LEASE between the Lessor and Lessee, dated _____, 2026.

4 Term of Lease. This Lease shall commence upon opening escrow in accordance with the the Real Property Sales Agreement and shall continue thereafter until escrow closes as provided in the Real Property Sales Agreement.

5. Lease Payments: Starting on the Commencement Date rent for the Leased Premises shall be \$4257.00 per month due on the first day of each month and delinquent if not paid by the 10th day of the month.

6. Use. Lessee shall have the exclusive occupation and use of the Property during the term of the Lease, including the right to sublease or license the use of any portion of the Property.

7. Utilities. Lessee shall be responsible for securing and paying for all utility services at the Property, including water, sewer electricity and solid waste collection and disposal.

9. Maintenance, Repair and Improvements. Lessee shall be responsible for all costs associated with the occupation and use of the Property and its maintenance and repair. Lessee shall have the right without Lessor's approval to make capital improvements at its discretion. All such work shall comply with applicable law including the California Building Code and the California Environmental Quality Act ("CEQA").

10. Insurance. At all times during the term hereof Lessee shall produce and continue in force pooled risk coverage equivalent to Comprehensive General or Commercial Liability Insurance, and Workers' Compensation and Employer's Liability Insurance. Lessor shall be named as an additional insured under the pooled risk coverage.

11. Delivery and Quiet Enjoyment. Lessor shall deliver the Property on the Commencement Date free of any parties in possession not approved by Lessee and shall provide Lessee with quiet enjoyment without interference thereafter during the Term.

12. Title. Lessor warrants further that no third party has superior title or interest in the Property, and that no prior or existing interest shall interfere with the terms of this Lease or encumber title prior to close of escrow under the Real Property Sales Agreement. Lessor shall not interfere with Lessee's right to quiet enjoyment of the Premises. Lessor represents and warrants to Lessee that as of the Effective Date, and throughout the lease term, there will be no monetary liens of any type whatsoever encumbering the Leased Premises.

13. Indemnification, Defense and Hold Harmless Obligations. Except for the sole negligence or willful misconduct of Lessor, their employees and agents, and to the extent permitted by law, Lessee agrees to indemnify, defend and hold harmless Lessor from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring on the Property or caused by Lessee's use of the Property. If any action or proceeding is brought against Lessor by reason of any such claim, then Lessee, upon notice from Lessor, shall refer the claim to its pooled risk administrator, currently the California Intergovernmental Risk Authority ("CIRA") for defense and indemnification.

14. Lessee Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(a) Any failure by Lessee to make any payment to or on behalf of Lessor required hereunder as and when due, where such failure continues for ten (10) days after written notice from Lessor to Lessee.

(b). A failure by Lessee to observe and perform any other provision of this Agreement to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15. Termination.

Upon failure of escrow to close on or before December 31, 2026, as provided in the Real Property Purchase Agreement this Lease shall terminate, unless the Lessor and Lessee agree in writing to extend the lease. City shall pay District a termination fee equal to twelve months of lease payments as provided in Section 5. The Parties agree that such payment represents liquidated damages *in lieu* of all other actual damages to Lessor. The Parties agree such liquidated damages are reasonable under the circumstances existing of the Effective Date of this agreement.

16. Surrender of Premises. Upon expiration or termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor.

17. Miscellaneous provisions.

17.1 Notices. Except as otherwise expressly provided herein, any written notice required by this Agreement shall be deemed given and received when personally served by personal delivery, overnight delivery or email or 48 hours after being placed in the United States mail with proper first-class postage prepaid, and addressed as follows:

To Lessee:

Attention: Sage Sangiacomo
 Ukiah Civic Center
 300 Seminary Ave.
 Ukiah, CA. 95482
 Email: ssangiacomo@cityofukiah.com

To Lessor:

Willow County Water District
 [REDACTED]
 Ukiah, CA. 95482
 Email: [REDACTED]

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

17.2 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will have the same legal effect as original signatures.

17.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

17.4 Successors and Assigns. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party. This Agreement is binding upon and inures to the benefit of the Parties' permitted successor and assigns.

17.5 Entire Agreement. This Option Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

17.6 Time of Essence. Lessee and Lessor hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

17.7 Construction. The Parties agree and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either party.

17.8 Governing Law. The Parties expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts. THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE OR ANY EMERGENCY OR STATUTORY REMEDY.

17.9 Paragraph Headings. The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

17.10 Recordation of Memorandum of Lease. Promptly upon the request of Lessee, Lessor agrees to execute and acknowledge a “Memorandum of Lease, Option” in form satisfactory to Lessee and sufficient for recording in the Official Records of Mendocino County.

17.11 No Third-Party Beneficiaries. This Agreement is solely enforceable by Lessor AND Lessee. No other parties are intended to have standing to interpret or enforce this Agreement.

WHEREFORE, this Agreement is made and entered on the Effective Date.

Lessee

Lessor

CITY OF UKIAH

WILLOW COUNTY WATER DISTRICT

By: _____
Sage Sangiacomo, City Manager

By: _____

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY PURCHASE AGREEMENT AND LEASE

This Real Property Purchase Agreement (“Agreement”) is made in Ukiah, California between Willow County Water District (“Seller” or “District”) and the City of Ukiah (“Buyer” or “City”). Seller and Buyer are at times collectively referred to below as the “Parties” or individually as a “Party.”

Seller is the owner of that certain real property located at 151 Laws Avenue in Ukiah, California, also known as Mendocino County Assessor’s Parcel Number (“APN.”) 003-420-47 (the “Property”), being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Buyer desires to purchase the Property from Seller and lease the Property pending close of escrow as further provided herein.

I

PURCHASE AGREEMENT

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase the Property from Seller. Pending close of escrow, as further provided herein Seller agrees to lease the Property to Buyer and Buyer agrees to lease the Property from Seller, pending close of escrow, pursuant to the Lease Agreement attached hereto as Exhibit B.

2. Purchase Price: Buyer agrees to pay and Seller agrees to accept from Buyer Five Hundred Thousand, Dollars (\$500,000) as the full purchase price for the Property.

3. Condition of Title: Title to the Premises shall be free and clear of all liens, except for taxes not yet due, and all leases, easements and encumbrances not approved by Buyer.

4. Escrow: Buyer shall open escrow with a title company of its choice within five (5) days from the effective date of this Agreement and deposit with the title company \$250,000, which shall be applied toward the total purchase price. The parties shall deliver escrow instructions to the escrow agent within 14 days from the effective date of this Agreement, which shall include the following:

a. Closing Date: Escrow shall close on or before December 1, 2026.

b. Preliminary title report and title insurance: Buyer shall have 10 days from the Effective Date to approve a preliminary title report. If Buyer disapproves the report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if it gives Seller timely written notice that it disapproves of title as set forth in a preliminary title report. If Buyer fails to provide such timely written notice, it shall be deemed to have waived all objections to title. The title company must issue prior to closing a CLTA title insurance policy in the amount of the total purchase price, listing only those exceptions approved by Buyer.

c. Inspections and Condition of Premises: Buyer is purchasing the Property in its AS IS condition without any representation or warranty from Seller as to its condition. Buyer shall have 30 days from the Effective Date to obtain and approve any inspections of the Premises as it deems necessary. Seller shall provide Buyer and its inspectors with reasonable access to the Premises for inspection purposes. If Buyer disapproves of a timely inspection report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if it gives Seller timely written notice that it disapproves of a timely inspection report, a copy of which it has provided to Seller. If Buyer fails to provide such timely written notice, it shall be deemed to have waived all objections to the condition of the Premises.

d. Seller Disclosures: Seller discloses the following information it has concerning the condition of the Property and the Easement.

(1) Flood Hazard Area Disclosure: The Property and the Easement or a portion thereof are located within a Federal Emergency Management Agency (FEMA) "Special Flood Hazard Area."

(2) Geologic Hazard Zone: The Property is not located within a Special Studies Zone as designated under Public Resources Code §§ 2021-2625.

e. Closing costs: Buyer shall pay all escrow and title insurance costs of said conveyance. Real property taxes, assessments and insurance premiums, if any, shall be prorated between the parties from the date the deed is recorded in the official records of Mendocino County. All prorations shall be made on the basis of a 365-day year or 30 day month as applicable.

f. Payment of purchase: Buyer shall deposit by check or by wire transfer the balance of the purchase price prior to close of escrow, unless the City Council fails to appropriate the \$250,000 balance of the purchase price plus Buyer's share of closing costs and escrow fees prior to the Closing Date.

6. Right of Possession: Buyer's right of possession shall commence upon Close of Escrow. Pending Close of Escrow Buyer shall have possession of the Property under the Lease (Exhibit B).

7. Force Majeure: The time for performing any condition under this Agreement shall be extended, and the obligations of Buyer suspended, by the number of days during which the performance of that condition is prevented due to fire, flood, unusual weather events, strikes, labor disputes, shortages, utility curtailments, power failures, explosions, civil disturbances, the time required to satisfy government regulatory requirements beyond the minimum periods permitted by law, acts of God, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any other reason beyond the reasonable control of the Buyer.

8. Notice: Whenever notice is permitted or required under this Agreement, it shall be deemed given when personally served by personal delivery, fax or overnight courier, or when deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

BUYER:

City of Ukiah
Attention:
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA 95482

SELLER:

Willow County Water District
Attention
151 Laws Avenue
Ukiah, CA 95482

Either party may change its official address by giving notice as provided in this paragraph.

9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will have the same legal effect as original signatures.

10. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

11. Successors and Assigns. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party. This Agreement is binding upon and inures to the benefit of the Parties' permitted successor and assigns.

12. Entire Agreement. This Option Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

13. Time of Essence. LESSEE and LESSOR hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

14. Construction. The Parties agree and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either party.

15. Governing Law. The Parties expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts. **THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE OR ANY EMERGENCY OR STATUTORY REMEDY.**

16. Paragraph Headings. The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

17. Recordation of Memorandum of Lease and Option. Promptly upon the request of Buyer, Seller agrees to execute and acknowledge a "Memorandum of Lease, in form satisfactory to Buyer and sufficient for recording in the Official Records of Mendocino County.

18. No Third-Party Beneficiaries. This Agreement is solely enforceable by LESSOR AND LESSEE. No other parties are intended to have standing to interpret or enforce this Agreement.

WHEREFORE, this Agreement is made and entered on the Effective Date.

BUYER

SELLER

CITY OF UKIAH

WILLOW COUNTY WATER DISTRICT

By: _____
Sage Sangiacomo, City Manager

By: _____

ATTEST:

Kristine Lawler, City Clerk