



MANAGING RESOURCES FOR A BETTER FUTURE

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AMBER MENDOZA, TREASURER
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LYNN HOFFMAN
BRIAN PARTRIDGE
TONI SCARBOROUGH

JULIA D. BERRY, GENERAL MANAGER/SECRETARY
MIKE CUTTONE, ASSISTANT TREASURER
BRIAN EHLERS, DISTRICT ENGINEER
LAUREN D. LAYNE, LEGAL COUNSEL

SPECIAL MEETING OF THE BOARD OF DIRECTORS

November 1, 2019 at 9:00 A.M.

The Lodge at Riverstone

370 Lodge Road South

Madera, California 93636

AGENDA

1. CALL TO ORDER

2. ADDITIONS TO THE AGENDA

(The Board may add an item to the agenda if, upon a two-thirds vote, the Board finds that there is a need for immediate action on the matter and the need came to the attention of the District after the posting of this Agenda.)

3. PUBLIC COMMENT

Members of the public may address the Board on any matter related to the District that is not included on the Agenda. Comments are limited to five (5) minutes per person.

4. POTENTIAL CONFLICT(S) OF INTEREST

(Any Board member who has a potential conflict of interest may now identify the item and recuse himself or herself from discussing and voting on the matter.)

5. BOARD ACTION ITEMS - The Board may take action on any of the following items

- a. **Resolution to Request Appointment of Directors** – Review and consider action to approve a resolution requesting the Madera County Board of Supervisors appoint individuals to the Root Creek Water District Board of Directors.
- b. **Eighth Amendment to the Infrastructure Lease** – Review and consider action to extend the infrastructure lease between the Root Creek Water District and Riverstone Development, LLC to December 31, 2020.

6. ADJOURN

- Items on the Agenda may be taken in any order.
- Action may be taken on any item listed on the Agenda.
- Writings relating to open session Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.
- **ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

A person with a qualifying disability under the Americans With Disabilities Act of 1990 may request the District to provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, or by written correspondence to the District at (559) 970-8778 or P.O. Box 27950, Fresno, California 93729, at least 48 hours before a District meeting.

RESOLUTION NO. 2019-11-01

**BEFORE THE BOARD OF DIRECTORS OF THE
ROOT CREEK WATER DISTRICT**

**RESOLUTION REQUESTING THE MADERA COUNTY BOARD OF SUPERVISORS
APPOINT DIRECTORS TO THE ROOT CREEK WATER DISTRICT
BOARD OF DIRECTORS FOR TERMS COMMENCING 2019**

A. WHEREAS, the Root Creek Water District (the “District”) is a California water district established under California Water Code Section 34000, *et seq.*, primarily located in the County of Madera; and

B. WHEREAS, pursuant to California Water Code Section 35100 and the California Uniform District Election Law, an election may be held within the District on November 5, 2019, for the purpose of electing three (3) members of the Board of Directors for full four-year terms; and

C. WHEREAS, pursuant to California Election Code 10515, should no one file a Declaration of Candidacy for the Board of Directors of the District, the Madera County Board of Supervisors shall appoint any person who is qualified and that person shall take office and serve as if elected at a general district election.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Root Creek Water District hereby finds as follows:

1. The facts stated in the Recitals above are true and correct and the Board of Directors of the District so finds, orders, and determines.

2. The Board of Directors requests that the Elections Official for the County of Madera consent to the election being held on the first Tuesday after the first Monday in November.

3. The District’s Board of Directors requests that the following persons be appointed, in lieu of an election, to serve as directors of the District, all as authorized by Elections Code section 10515, for three full four-year terms commencing 2019 through 2023:

Toni Scarborough	Full 4-year term	(2019-2023)
Nick Bruno	Full 4-year term	(2019-2023)
Brian Partridge	Full 4-year term	(2019-2023)

4. The District Secretary is authorized to provide a copy of this Resolution and any and all requested information to the Clerk of the County of Madera; and any prior act by said Secretary in carrying out this Resolution is hereby approved and ratified.

PASSED, APPROVED, AND ADOPTED this 1st day of November, 2019, by the following vote:

<i>Director</i>	<i>Aye</i>	<i>Nay</i>	<i>Abstain</i>
Bruno			
Coulthard			
D. Hoffman			
L. Hoffman			
Partridge			
Scarborough			
Mendoza			

Nick Bruno, President

Attest: _____
Julia D. Berry, Secretary
ROOT CREEK WATER DISTRICT

EIGHTH AMENDMENT TO LEASE

This Eighth Amendment to the Infrastructure Lease (Initial RCWD Facilities) (this “Eighth Amendment”) is made and entered into as of the 30th day of September 2019, by and between RIVERSTONE DEVELOPMENT, LLC, a California limited liability company (“Lessor”) and ROOT CREEK WATER DISTRICT, a California water district (“Lessee”).

RECITALS

- A. WHEREAS, Lessor and Lessee entered into that certain Infrastructure Lease (Initial RCWD Facilities) dated May 1, 2017 (the “Lease”) pending transfer of ownership of the “Initial RCWD Facilities” (the “Facilities”) to Lessee; and
- B. WHEREAS, the Lease was intended to expire on December 31, 2017 or upon Lessee’s purchase of the Facilities; and
- C. WHEREAS, Lessor and Lessee entered into that certain First Amendment to Lease dated December 11, 2017 (the “First Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities; and
- D. WHEREAS, Lessor and Lessee entered into that certain Second Amendment to the Lease dated March 12, 2018 (the “Second Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities; and
- E. WHEREAS, Lessor and Lessee entered into that certain Third Amendment to the Lease dated June 30, 2018 (the “Third Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities; and
- F. WHEREAS, Lessor and Lessee entered into that certain Fourth Amendment to the Lease dated September 10, 2018 (the “Fourth Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities and review due diligence; and
- G. WHEREAS, Lessor and Lessee entered into that certain Fifth Amendment to the Lease dated November 15, 2018 (the “Fifth Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities and review due diligence; and
- H. WHEREAS, Lessor and Lessee entered into that certain Sixth Amendment to the Lease dated March 11, 2019 (the “Sixth Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities and review due diligence; and
- I. WHEREAS, Lessor and Lessee entered into that certain Seventh Amendment to the Lease dated June 17, 2019 (the “Seventh Amendment”) to allow the parties additional time to finalize the Lessee’s acquisition of the Facilities and review due diligence; and

- J. WHEREAS, said Seventh Amendment expired on September 30, 2019, or upon Lessee’s purchase of the Facilities; and
- K. WHEREAS, Lessor and Lessee desire to extend the Lease to allow additional time to finalize Lessee’s acquisition of the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties expressly agree and contract as follows:

AGREEMENT

1. **Amendment to Section 4.1 “Lease Term”**. The parties hereby amend, modify, and otherwise revise Section 4.1 in its entirety as follows: The term of this Lease (the “**Term**” or the “**Lease Term**”) is from the execution hereof through the earlier of (a) 11:59 p.m. on December 31, 2019, or (b) Lessee’s purchase of the Initial RCWD Facilities.

2. **Controlling Document; No Other Amendment**. In the event of any conflict between the terms of this Eighth Amendment and the Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth, Sixth or Seventh Amendment, the terms of this Eighth Amendment shall control. Except as amended by this Eighth Amendment, all terms of the Lease shall remain in full force and effect.

3. **Counterparts**. This Eighth Amendment may be signed by the parties in different counterparts and the signature pages combined to create one document binding on both parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Eighth Amendment on the day and year first above written.

LESSOR:

RIVERSTONE DEVELOPMENT, LLC,
a California limited liability company

By: CENTRAL VALLEY DEVELOPMENT,
LLC, a California limited liability company, its
Manager

By: _____
Timothy Jones, Manager

LESSEE:

ROOT CREEK WATER DISTRICT,
a California water district

Jeff Coulthard, Vice President