



MANAGING RESOURCES FOR A BETTER FUTURE

DIRECTORS
NICK BRUNO, PRESIDENT
JEFFREY D. COULTHARD, VICE PRESIDENT
AMBER MENDOZA, TREASURER
BRICE JONES
ERIC BREAM
DANNY HOFFMAN
LYNN HOFFMAN

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

MEETING OF THE BOARD OF DIRECTORS

AGENDA

will be held on
Monday, March 11, 2022
11:00 a.m.
at the Lodge at Riverstone
370 Lodge Road
Madera, CA 93638

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. **CONSENT CALENDAR** – Review and Consider for Action:

- a. Approval of minutes of the board meeting on March 14, 2022.
- b. Acceptance of the financial statements for the month of February 2022.

6. CORRESPONDENCE

- a. Wastewater Facility Expansion/ Regional Water Quality Control Board

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

- a. **Storm Drain Facility Construction Agreement-** Review and consider action to enter into an agreement related to storm drain construction with
- b. **Budget Adjustment** – Review and consider action to make the following adjustment:
 1. Expense: Equipment Lease *Budget item 580.04.03* increase to \$29,250.00
- c. **Request for Payment Plan** – Review and consider approval of a residential request for planned payment schedule. Amount owed: \$550.96.

8. DISTRICT ENGINEER'S REPORT - The Board may take action on any of the following items:

- a. Operations Monthly Report
- b. Other District Matters

9. LEGAL COUNSEL REPORT – The Board may take action on any of the following items:

- a. Legislation
- b. Other District Matters

10. GENERAL MANAGER'S REPORT – The Board may take action on any of the following items:

- a. Monthly Operations
- b. Facilities Acquisition Update
- c. Connection Fee Adoption – The Lodge at Riverstone
- d. RTDiversified Contract
- e. Rate Study and Propostion 218 Election Status
- f. Other District Matters

11. 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) 375-1441 or P.O. Box 27950, Fresno, California 93729, at least 48 hours before a District meeting.



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MIKE CUTTONE, ASSISTANT TREASURER
BRIAN EHLERS, DISTRICT ENGINEER
LAUREN D. LAYNE, LEGAL COUNSEL

**Minutes of the Meeting of the Board of Directors
Root Creek Water District
held on
March 14, 2022**

1. Call to Order

The board meeting for the Root Creek Water District was called to order at 11:05 a.m. by President Nick Bruno. Board members present were Nick Bruno, Jeff Coulthard, Amber Mendoza (via phone), Eric Bream, Dan Hoffman, Lynn Hoffman, and Brice Jones. Members of the public included Julia Berry, Gabriel Delgado, Al Solis, Jason Stacier, and Angela Perez.

2. Election of Officers

Director L. Hoffman motioned to keep the current slate of officer positions as it currently stands, Director Jones seconded the motion. The motion carried.

3. Additions to the Agenda

There was no addition to the agenda.

4. AB 361 Resolution

There was a motion by Director L. Hoffman, seconded by Director Coulthard, and the motion carried to approve the AB 361 Resolution with an update to today's date in Section 5.

5. Public Comment

The district received no public comment.

6. Potential Conflicts of interest

There were no conflicts identified.

7. Consent Calendar

A motion was made by Director Coulthard, seconded by Director Hoffman to approve the minutes of the special board on January 24, 2022, and both the December 2021 and January 2022 financials. The motion carried.

8. Correspondence

The district received no correspondence.

9. Committee Reports

GM Stornetta summarized the key points on the water supply and utilization ad hoc Committee meeting. The committee recommends that the district considers entering mediation with Madera Irrigation District. The District has forwarded a standby payments to both Madera Irrigation District and Wonderful Nut Orchards for 2022 water supply.

GM Stornetta also addresses the annexation process for Consolidated LD to enter the District. The District will assist Consolidated Land Co. with its efforts by providing a list of requirements prior to development. The annexation will require a water supply to the District to be provided by Consolidated Land Co. to support its water consumption.

10. BOARD ACTION ITEMS

a. Budget Adjustments

Director L. Hoffman motioned to approve adjustments to the district budget. Director D. Hoffman seconded the motion, and the motion carried to adjust budget items 560.01, 510.03, and 960.20:

1. Expense: Permits *Budget Item 560.01.02* increase \$6800.00
2. Other Expense: Water Purchases *Budget Item 510.03* increase \$765,442.60
3. Other Expense: *Interest Expense Budget Item 960.2* increase \$488,761.81

b. 2021 SGM Grant Program Implementation Grant Resolution

GM Stornetta reported on the district's opportunity to become the administrator for the SGMA implementation grant program. This will allow the district to administer a grant on behalf of the Madera Subbasin. Director L. Hoffman motioned to approve filing a grant application, receive grants funds, execute , Director Coulthard seconded the motion, and the motion passed.

11. District Engineer's Report

Wastewater peak flow was 216,470 gallons per day in the month of February, with an average daily flow of approximately 142,165 gpd. There exist over 1,000 municipal connections. The District Engineer notified the board about the shut offs of both the Ovivo plant and the 50,000 gpd Cloacina plants. A new Cloacina plant is online and has been in operation for one month. The second Cloacina train is expected to be delivered by the end of March and the final site improvements are almost completed. Total volume will be 400,000 gpd with both trains in operation.

District Engineer Ehlers also mentioned Well #5 should be operational by the end of March.

12. Legal Counsel Report

Public meetings may be held virtually until March 31, 2022, which is also subject to change depending on the severity of the pandemic at that time.

13. General Manager's Report

Riverstone Building Permits

February 38

GM Stornetta informed the board that the MPAC200 wastewater treatment facility and Well #5 facilities have been added to the district's insurance policy coverage. GM Stornetta also mentioned that she conducted a site visit to Cloacina to inspect the second train for the wastewater plant.

The district made payments for the municipal bonds in the month of March with CFD funds and will make another scheduled payment in September. The schedule is as follows:

	Improvement Area 1	Improvement Area 2
March	\$114,849.31	\$ 47,031.25
September	\$229,850.00	\$ 97,031.25
2022 Total	\$344,699.31	\$ 144,062.50

GM Stornetta then reported that construction at Muni Well #5 is dependent on a PGE easement in order for PGE to work on the transformer which will power the well. Currently, the easement needs to be notarized and emailed to the PGE representative and work is scheduled for April 24, 2022. The district has begun providing water to ranches from Well #1. Complaints of brown water increased after damage to a water system blow off increased flows and increased sediment interaction with chlorine.

A letter from District Counsel was mailed to subcontractor RT Diversified on March 3rd, 2022. There is an ongoing contractual issue with RTD for services as it relates to the cost for operating wastewater facilities. The subcontractor requests additional payment for operating the new plant. GM Stornetta will continue to negotiate with RT Diversified and bring a potential solution to the board of directors.

14. Adjournment

Director L. Hoffman made a motion to adjourn, seconded by Director Jones, and the motion carried unanimously. The meeting was adjourned at 11:48 a.m.

Julia D. Berry, District Secretary

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2022

	Feb 22	Jan - Feb 22
Ordinary Income/Expense		
Income		
420 · Municipal Revenues		
420.02 · Municipal Water Utility Charges	42,803.50	91,845.04
420.03 · Municipal Storm Drain Charges	3,753.49	7,319.17
420.04 · Municipal Wastewater Charges	26,704.86	52,300.46
420.09 · Late Fees (Municipal)	1,793.03	3,444.22
425.02 · Municipal Water Hydrant Usage	3,963.05	5,901.29
Total 420 · Municipal Revenues	79,017.93	160,810.18
430.00 · Municipal Revenues-BuilderChrgs		
430.01 · Inspection Fees	24,742.02	34,110.37
Total 430.00 · Municipal Revenues-BuilderChrgs	24,742.02	34,110.37
480 · Other Sources Revenues		
480.01 · Assessments	959.33	2,205.92
480.04 · Interest Income.	71.68	160.76
Total 480 · Other Sources Revenues	1,031.01	2,366.68
46430 · Miscellaneous Revenue	2,839.81	2,839.81
Total Income	107,630.77	200,127.04
Gross Profit	107,630.77	200,127.04
Expense		
510 · Water Costs		
510.01 · Water Option Pymnt - MID	0.00	100,000.00
510.03 · Water Purchases - Wonderful	1,865,442.60	1,865,442.60
Total 510 · Water Costs	1,865,442.60	1,965,442.60
520.01 · MID Assessments	0.00	65,057.59
530.01 · MID Roof Top Fee	15,600.00	42,900.00
540 · System Maintenance		
540.01 · Chemicals	1,489.54	2,813.57
540.02 · Repairs & Maintenance	8,009.90	15,369.39
540.03 · Lab Analysis	3,247.00	6,503.00
Total 540 · System Maintenance	12,746.44	24,685.96
550 · System Management		
550.01 · Operator Contracted	61,750.23	100,608.45
550.03 · Inspection Fees	24,933.75	64,202.75
Total 550 · System Management	86,683.98	164,811.20
560.01 · Permits	0.00	24,360.00
570 · Groundwater Maintenance		
570.01 · Groundwater Measurements	383.10	2,453.97
570.02 · Groundwater Sustainability	3,917.10	7,084.11
Total 570 · Groundwater Maintenance	4,300.20	9,538.08
580 · Services		
580.01 · Power	20,581.94	38,917.19
580.02 · Communications	3,181.71	6,814.63
580.03 · Security	323.50	784.78
580.04 · Equipment Lease	21,550.00	21,550.00
Total 580 · Services	45,637.15	68,066.60
620 · Professional Fees		
620.01 · Accounting	6,890.00	13,780.00
620.03 · Management Contracted	23,423.33	46,326.66
620.04 · Engineering	0.00	19,100.44
620.05 · Legal	3,971.00	7,828.50
620.06 · GIS Services	619.60	3,700.20

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2022

	Feb 22	Jan - Feb 22
620.09 · Special Counsel	108.68	729.35
620.10 · Public Finance	4,915.65	4,915.65
Total 620 · Professional Fees	39,928.26	96,380.80
630 · Consultants		
630.04 · GSP	1,211.60	4,485.30
630.05 · MS4 Program	0.00	1,623.34
Total 630 · Consultants	1,211.60	6,108.64
640.01 · Membership dues	0.00	3,325.00
660 · General & Administrative Costs		
660.01 · Printing & Reproduction	69.19	69.19
660.03 · Conference & Meetings	349.50	1,811.32
660.04 · Travel	7.84	7.84
660.06 · Postage	344.65	351.01
660.07 · Bank Charges	29.50	76.00
Total 660 · General & Administrative Costs	800.68	2,315.36
Total Expense	2,072,350.91	2,472,991.83
Net Ordinary Income	-1,964,720.14	-2,272,864.79
Other Income/Expense		
Other Income		
430.02 · Rooftop Fees	32,500.00	93,600.00
430.03 · Water Connection Fees	66,892.00	207,203.00
430.04 · Wastewater Connection Fees	292,100.00	841,248.00
430.05 · Storm Drain Connection Fees	26,226.00	81,334.00
430.06 · Meter Installation Fees	44,400.00	57,720.00
480.02 · CFD Assessments	317,319.44	317,319.44
Total Other Income	779,437.44	1,598,424.44
Other Expense		
900.02 · Capital Expdtures-Water Meters	28,852.00	42,067.00
900.06 · Well #5 Improvements	624,389.73	610,522.11
900.07 · 400,000 gpd WWTF	1,063,037.00	1,088,068.37
900.08 · Storm Drain Basin Modification	2,802.11	7,621.09
Total Other Expense	1,719,080.84	1,748,278.57
Net Other Income	-939,643.40	-149,854.13
Net Income	-2,904,363.54	-2,422,718.92

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses by Fund-Cash Basis
 January through February 2022

	01-District Administration	02-Water Municipal	03-Sewer	04-Storm Drain	05-Water Agriculture	91-CFD Bond \$5,830,000	92-CFD Bond \$2,565,000	TOTAL
Ordinary Income/Expense								
Income								
420 - Municipal Revenues								
420.02 - Municipal Water Utility Charges	0.00	91,845.04	0.00	0.00	0.00	0.00	0.00	91,845.04
420.03 - Municipal Storm Drain Charges	0.00	0.00	0.00	7,319.17	0.00	0.00	0.00	7,319.17
420.04 - Municipal Wastewater Charges	0.00	0.00	52,300.46	0.00	0.00	0.00	0.00	52,300.46
420.09 - Late Fees (Municipal)	0.00	3,444.22	0.00	0.00	0.00	0.00	0.00	3,444.22
425.02 - Municipal Water Hydrant Usage	0.00	5,901.29	0.00	0.00	0.00	0.00	0.00	5,901.29
Total 420 - Municipal Revenues	0.00	101,190.55	52,300.46	7,319.17	0.00	0.00	0.00	160,810.18
430.00 - Municipal Revenues-BuildingChrgs								
430.01 - Inspection Fees	0.00	11,370.13	11,370.13	11,370.11	0.00	0.00	0.00	34,110.37
Total 430.00 - Municipal Revenues-BuildingChrgs	0.00	11,370.13	11,370.13	11,370.11	0.00	0.00	0.00	34,110.37
480 - Other Sources Revenues								
480.01 - Assessments	2,205.92	0.00	0.00	0.00	0.00	0.00	0.00	2,205.92
480.04 - Interest Income	0.00	44.04	43.61	43.62	25.19	3.03	1.27	160.76
Total 480 - Other Sources Revenues	2,205.92	44.04	43.61	43.62	25.19	3.03	1.27	2,366.68
46430 - Miscellaneous Revenue	0.00	2,839.81	0.00	0.00	0.00	0.00	0.00	2,839.81
Total Income	2,205.92	115,444.53	63,714.20	18,732.90	25.19	3.03	1.27	200,127.04
Gross Profit	2,205.92	115,444.53	63,714.20	18,732.90	25.19	3.03	1.27	200,127.04
Expense								
510 - Water Costs								
510.01 - Water Option Pymnt - MID	0.00	50,000.00	0.00	0.00	50,000.00	0.00	0.00	100,000.00
510.03 - Water Purchases - Wonderful	0.00	932,721.30	0.00	0.00	932,721.30	0.00	0.00	1,865,442.60
Total 510 - Water Costs	0.00	982,721.30	0.00	0.00	982,721.30	0.00	0.00	1,965,442.60
520.01 - MID Assessments	0.00	65,057.59	0.00	0.00	0.00	0.00	0.00	65,057.59
530.01 - MID Roof Top Fee	0.00	42,900.00	0.00	0.00	0.00	0.00	0.00	42,900.00
540 - System Maintenance								
540.01 - Chemicals	0.00	2,813.57	0.00	0.00	0.00	0.00	0.00	2,813.57
540.02 - Repairs & Maintenance	0.00	14,779.39	590.00	0.00	0.00	0.00	0.00	15,369.39
540.03 - Lab Analysis	0.00	1,975.00	4,528.00	0.00	0.00	0.00	0.00	6,503.00
Total 540 - System Maintenance	0.00	19,567.96	5,118.00	0.00	0.00	0.00	0.00	24,685.96
550 - System Management								
550.01 - Operator Contracted	0.00	28,732.20	71,876.25	0.00	0.00	0.00	0.00	100,608.45
550.03 - Inspection Fees	0.00	21,400.92	21,400.92	21,400.91	0.00	0.00	0.00	64,202.75
Total 550 - System Management	0.00	50,133.12	93,277.17	21,400.91	0.00	0.00	0.00	164,811.20
560.01 - Permits	0.00	577.00	23,783.00	0.00	0.00	0.00	0.00	24,360.00
570 - Groundwater Maintenance								
570.01 - Groundwater Measurements	0.00	1,226.99	0.00	0.00	1,226.98	0.00	0.00	2,453.97
570.02 - Groundwater Sustainability	0.00	3,134.25	0.00	0.00	3,949.86	0.00	0.00	7,084.11
Total 570 - Groundwater Maintenance	0.00	4,361.24	0.00	0.00	5,176.84	0.00	0.00	9,538.08
580 - Services								
580.01 - Power	0.00	22,880.95	16,036.24	0.00	0.00	0.00	0.00	38,917.19
580.02 - Communications	0.00	4,879.33	1,935.30	0.00	0.00	0.00	0.00	6,814.63
580.03 - Security	0.00	427.38	357.40	0.00	0.00	0.00	0.00	784.78
580.04 - Equipment Lease	0.00	0.00	21,550.00	0.00	0.00	0.00	0.00	21,550.00
Total 580 - Services	0.00	28,187.66	39,878.94	0.00	0.00	0.00	0.00	68,066.60
620 - Professional Fees								
620.01 - Accounting	0.00	3,445.00	3,445.00	3,445.00	3,445.00	0.00	0.00	13,780.00
620.03 - Management Contracted	46,326.66	0.00	0.00	0.00	0.00	0.00	0.00	46,326.66
620.04 - Engineering	166.60	9,565.29	1,358.64	3,003.02	5,006.89	0.00	0.00	19,100.44
620.05 - Legal	2,470.10	1,931.77	1,285.77	1,285.76	855.10	0.00	0.00	7,828.50
620.06 - GIS Services	0.00	980.40	0.00	0.00	2,719.80	0.00	0.00	3,700.20
620.09 - Special Counsel	0.00	364.67	0.00	0.00	364.68	0.00	0.00	729.35
620.10 - Public Finance	0.00	1,638.56	1,638.55	1,638.54	0.00	0.00	0.00	4,915.65
Total 620 - Professional Fees	48,963.36	17,925.69	7,727.96	9,372.32	12,391.47	0.00	0.00	96,380.80
630 - Consultants								
630.04 - GSP	0.00	2,242.65	0.00	0.00	2,242.65	0.00	0.00	4,485.30
630.05 - MS4 Program	0.00	0.00	0.00	1,623.34	0.00	0.00	0.00	1,623.34
Total 630 - Consultants	0.00	2,242.65	0.00	1,623.34	2,242.65	0.00	0.00	6,108.64
640.01 - Membership dues	3,325.00	0.00	0.00	0.00	0.00	0.00	0.00	3,325.00

ROOT CREEK WATER DISTRICT
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 January through February 2022

	01-District Administration	02-Water Municipal	03-Sewer	04-Storm Drain	05-Water Agriculture	91-CFD Bond \$5,830,000	92-CFD Bond \$2,565,000	TOTAL
660 - General & Administrative Costs								
660.01 - Printing & Reproduction	0.00	23.06	23.06	23.07	0.00	0.00	0.00	69.19
660.03 - Conference & Meetings	1,811.32	0.00	0.00	0.00	0.00	0.00	0.00	1,811.32
660.04 - Travel	7.84	0.00	0.00	0.00	0.00	0.00	0.00	7.84
660.06 - Postage	351.01	0.00	0.00	0.00	0.00	0.00	0.00	351.01
660.07 - Bank Charges	0.00	72.67	1.67	1.66	0.00	0.00	0.00	76.00
Total 660 - General & Administrative Costs	2,170.17	95.73	24.73	24.73	0.00	0.00	0.00	2,315.36
Total Expense	54,458.53	1,213,769.94	169,809.80	32,421.30	1,002,532.26	0.00	0.00	2,472,991.83
Net Ordinary Income	-52,252.61	-1,098,325.41	-106,095.60	-13,688.40	-1,002,507.07	3.03	1.27	-2,272,864.79
Other Income/Expense								
Other Income								
430.02 - Rooftop Fees	0.00	93,600.00	0.00	0.00	0.00	0.00	0.00	93,600.00
430.03 - Water Connection Fees	0.00	207,203.00	0.00	0.00	0.00	0.00	0.00	207,203.00
430.04 - Wastewater Connection Fees	0.00	0.00	841,248.00	0.00	0.00	0.00	0.00	841,248.00
430.05 - Storm Drain Connection Fees	0.00	0.00	0.00	81,334.00	0.00	0.00	0.00	81,334.00
430.06 - Meter Installation Fees	0.00	57,720.00	0.00	0.00	0.00	0.00	0.00	57,720.00
480.02 - CFD Assessments	0.00	158,659.72	0.00	158,659.72	0.00	0.00	0.00	317,319.44
Total Other Income	0.00	517,182.72	841,248.00	239,993.72	0.00	0.00	0.00	1,598,424.44
Other Expense								
900.02 - Capital Expditures-Water Meters	0.00	42,067.00	0.00	0.00	0.00	0.00	0.00	42,067.00
900.06 - Well #5 Improvements	0.00	610,522.11	0.00	0.00	0.00	0.00	0.00	610,522.11
900.07 - 400,000 gpd WWTF	0.00	0.00	1,088,068.37	0.00	0.00	0.00	0.00	1,088,068.37
900.08 - Storm Drain Basin Modification	0.00	0.00	0.00	7,621.09	0.00	0.00	0.00	7,621.09
Total Other Expense	0.00	652,589.11	1,088,068.37	7,621.09	0.00	0.00	0.00	1,748,278.57
Net Other Income	0.00	-135,406.39	-246,820.37	232,372.63	0.00	0.00	0.00	-149,854.13
Net Income	-52,252.61	-1,233,731.80	-352,915.97	218,684.23	-1,002,507.07	3.03	1.27	-2,422,718.92

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual
January through February 2022

	Jan - Feb 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
410 · Agricultural Revenues				
410.01 · Agricultural Surface Water Chgs	0.00	170,400.00	-170,400.00	0.0%
410.02 · Ag Recharge Fees-Includes Prepd	0.00	1,098,000.00	-1,098,000.00	0.0%
410.03 · Ag Capital Fee-Includes Prepaid	0.00	248,300.00	-248,300.00	0.0%
Total 410 · Agricultural Revenues	0.00	1,516,700.00	-1,516,700.00	0.0%
420 · Municipal Revenues				
420.02 · Municipal Water Utility Charges	91,845.04	625,400.00	-533,554.96	14.7%
420.03 · Municipal Storm Drain Charges	7,319.17	46,400.00	-39,080.83	15.8%
420.04 · Municipal Wastewater Charges	52,300.46	331,700.00	-279,399.54	15.8%
420.09 · Late Fees (Municipal)	3,444.22			
425.02 · Municipal Water Hydrant Usage	5,901.29	40,000.00	-34,098.71	14.8%
Total 420 · Municipal Revenues	160,810.18	1,043,500.00	-882,689.82	15.4%
430.00 · Municipal Revenues-BuilderChrgs				
430.01 · Inspection Fees	34,110.37	351,000.00	-316,889.63	9.7%
430.07 · Sewer Plug Fee	0.00	13,000.00	-13,000.00	0.0%
Total 430.00 · Municipal Revenues-BuilderChrgs	34,110.37	364,000.00	-329,889.63	9.4%
480 · Other Sources Revenues				
480.01 · Assessments	2,205.92	335,988.00	-333,782.08	0.7%
480.03b · Grant Admin Revenue	0.00	9,000.00	-9,000.00	0.0%
480.03c · Grant Costs	0.00	-9,000.00	9,000.00	0.0%
480.04 · Interest Income.	160.76			
Total 480 · Other Sources Revenues	2,366.68	335,988.00	-333,621.32	0.7%
46430 · Miscellaneous Revenue	2,839.81			
Total Income	200,127.04	3,260,188.00	-3,060,060.96	6.1%
Gross Profit	200,127.04	3,260,188.00	-3,060,060.96	6.1%
Expense				
510 · Water Costs				
510.01 · Water Option Pymnt - MID	100,000.00	100,000.00	0.00	100.0%
510.03 · Water Purchases - Wonderful	1,865,442.60	1,100,000.00	765,442.60	169.6%
Total 510 · Water Costs	1,965,442.60	1,200,000.00	765,442.60	163.8%
520.01 · MID Assessments	65,057.59	148,311.00	-83,253.41	43.9%
530.01 · MID Roof Top Fee	42,900.00	702,000.00	-659,100.00	6.1%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual
January through February 2022

	Jan - Feb 22	Budget	\$ Over Budget	% of Budget
540 · System Maintenance				
540.01 · Chemicals	2,813.57	55,000.00	-52,186.43	5.1%
540.02 · Repairs & Maintenance	15,369.39	85,000.00	-69,630.61	18.1%
540.03 · Lab Analysis	6,503.00	50,000.00	-43,497.00	13.0%
Total 540 · System Maintenance	24,685.96	190,000.00	-165,314.04	13.0%
550 · System Management				
550.01 · Operator Contracted	100,608.45	502,350.68	-401,742.23	20.0%
550.03 · Inspection Fees	64,202.75	351,000.00	-286,797.25	18.3%
550.04 · Hauling and Discharge	0.00	217,320.00	-217,320.00	0.0%
Total 550 · System Management	164,811.20	1,070,670.68	-905,859.48	15.4%
560.01 · Permits	24,360.00	25,783.00	-1,423.00	94.5%
570 · Groundwater Maintenance				
570.01 · Groundwater Measurements	2,453.97	10,000.00	-7,546.03	24.5%
570.02 · Groundwater Sustainability	7,084.11	15,000.00	-7,915.89	47.2%
Total 570 · Groundwater Maintenance	9,538.08	25,000.00	-15,461.92	38.2%
580 · Services				
580.01 · Power	38,917.19	345,000.00	-306,082.81	11.3%
580.02 · Communications	6,814.63	30,000.00	-23,185.37	22.7%
580.03 · Security	784.78	5,000.00	-4,215.22	15.7%
580.04 · Equipment Lease	21,550.00			
Total 580 · Services	68,066.60	380,000.00	-311,933.40	17.9%
610 · Marketing				
610.01 · Advertising	0.00	1,000.00	-1,000.00	0.0%
610.02 · Website	0.00	6,500.00	-6,500.00	0.0%
Total 610 · Marketing	0.00	7,500.00	-7,500.00	0.0%
620 · Professional Fees				
620.01 · Accounting	13,780.00	55,000.00	-41,220.00	25.1%
620.02 · Audit	0.00	20,000.00	-20,000.00	0.0%
620.03 · Management Contracted	46,326.66	155,000.00	-108,673.34	29.9%
620.04 · Engineering	19,100.44	125,000.00	-105,899.56	15.3%
620.05 · Legal	7,828.50	50,000.00	-42,171.50	15.7%
620.06 · GIS Services	3,700.20	25,000.00	-21,299.80	14.8%
620.08 · Master Planning	0.00	10,000.00	-10,000.00	0.0%
620.09 · Special Counsel	729.35	100,000.00	-99,270.65	0.7%
620.10 · Public Finance	4,915.65	57,110.00	-52,194.35	8.6%
Total 620 · Professional Fees	96,380.80	597,110.00	-500,729.20	16.1%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual
January through February 2022

	Jan - Feb 22	Budget	\$ Over Budget	% of Budget
630 · Consultants				
630.01 · Grant Preparation	0.00	20,000.00	-20,000.00	0.0%
630.04 · GSP	4,485.30	25,000.00	-20,514.70	17.9%
630.05 · MS4 Program	1,623.34	15,000.00	-13,376.66	10.8%
Total 630 · Consultants	6,108.64	60,000.00	-53,891.36	10.2%
640.01 · Membership dues	3,325.00	5,000.00	-1,675.00	66.5%
650.01 · Insurance	0.00	10,000.00	-10,000.00	0.0%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	69.19	1,000.00	-930.81	6.9%
660.03 · Conference & Meetings	1,811.32	20,000.00	-18,188.68	9.1%
660.04 · Travel	7.84	5,000.00	-4,992.16	0.2%
660.06 · Postage	351.01	500.00	-148.99	70.2%
660.07 · Bank Charges	76.00			
660.08 · Email Hosting & Storage	0.00	1,000.00	-1,000.00	0.0%
Total 660 · General & Administrative Costs	2,315.36	27,500.00	-25,184.64	8.4%
Total Expense	2,472,991.83	4,448,874.68	-1,975,882.85	55.6%
Net Ordinary Income	-2,272,864.79	-1,188,686.68	-1,084,178.11	191.2%
Other Income/Expense				
Other Income				
430.02 · Rooftop Fees	93,600.00	756,000.00	-662,400.00	12.4%
430.03 · Water Connection Fees	207,203.00	2,459,160.00	-2,251,957.00	8.4%
430.04 · Wastewater Connection Fees	841,248.00	6,723,540.00	-5,882,292.00	12.5%
430.05 · Storm Drain Connection Fees	81,334.00	1,018,437.00	-937,103.00	8.0%
430.06 · Meter Installation Fees	57,720.00	479,520.00	-421,800.00	12.0%
480.02 · CFD Assessments	317,319.44	615,855.00	-298,535.56	51.5%
Total Other Income	1,598,424.44	12,052,512.00	-10,454,087.56	13.3%
Other Expense				
900.01 · Capital Expenditures-Equipment	0.00	100,000.00	-100,000.00	0.0%
900.02 · Capital Expdtures-Water Meters	42,067.00	479,520.00	-437,453.00	8.8%
900.04 · RC Parkway Recharge Project	0.00	150,000.00	-150,000.00	0.0%
900.05 · New Well Construction	0.00	225,000.00	-225,000.00	0.0%
900.06 · Well #5 Improvements	610,522.11	1,527,570.00	-917,047.89	40.0%
900.07 · 400,000 gpd WWTF	1,088,068.37	4,731,200.00	-3,643,131.63	23.0%
900.08 · Storm Drain Basin Modification	7,621.09	12,980.00	-5,358.91	58.7%
900.09 · Water Blending Facility	0.00	476,000.00	-476,000.00	0.0%
900.90 · Capital Projects Admin Costs	0.00	390,000.00	-390,000.00	0.0%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual
 January through February 2022

	Jan - Feb 22	Budget	\$ Over Budget	% of Budget
960.00 · Debt Payments				
960.1 · Debt Principal	0.00	168,089.30	-168,089.30	0.0%
960.2 · Interest Expense	0.00	96,872.70	-96,872.70	0.0%
Total 960.00 · Debt Payments	0.00	264,962.00	-264,962.00	0.0%
Total Other Expense	1,748,278.57	8,357,232.00	-6,608,953.43	20.9%
Net Other Income	-149,854.13	3,695,280.00	-3,845,134.13	-4.1%
Net Income	-2,422,718.92	2,506,593.32	-4,929,312.24	-96.7%

ROOT CREEK WATER DISTRICT
A/R Aging Summary
As of February 28, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
01 Temporary	0.00	0.00	0.00	0.00	-9.69	-9.69
Alfred & Pearl J Lion	0.00	0.00	0.00	0.00	35,358.12	35,358.12
Arun Earpula	0.00	0.00	0.00	0.00	900.00	900.00
Bakman Water Co.	0.00	0.00	0.00	0.00	50.42	50.42
Bonadelle Neighborhoods	0.00	125,794.20	0.00	0.00	0.00	125,794.20
Browning Contractors Inc.	0.00	425.54	0.00	0.00	0.00	425.54
Cody Bondurant	0.00	0.00	0.00	0.00	1.74	1.74
Copeland Jeffrey A & Selyna K Sivaugn	0.00	0.00	0.00	0.00	5.22	5.22
Coulthard Ents	0.00	0.00	43,996.12	0.00	41,751.04	85,747.16
Coulthard Family Ranches LP	0.00	0.00	0.00	0.00	11,074.76	11,074.76
County of Madera	0.00	0.00	0.00	0.00	10.08	10.08
Crown Homes	0.00	2,002.00	0.00	0.00	0.00	2,002.00
D R Horton - Central Valley Division	0.00	0.00	0.00	0.00	2,202.00	2,202.00
Dancefire Ranch, LLC	0.00	0.00	43,730.54	0.00	29,466.15	73,196.69
Donald L & Kimberlee A. Howard	0.00	0.00	0.00	0.00	17,993.95	17,993.95
Golden Valley Unified School District	0.00	0.00	0.00	0.00	560.49	560.49
Granville Homes	0.00	0.00	211,633.00	0.00	0.00	211,633.00
Groveland Dev Corp.	0.00	0.00	29,796.50	0.00	0.00	29,796.50
Hothi Pardeep Singh	0.00	0.00	0.00	0.00	6.61	6.61
Howard Donald L & Kimberlee A Trs	0.00	0.00	18,922.82	0.00	0.00	18,922.82
Jaghlassian Moses & Seta TR	0.00	0.00	0.00	0.00	5,515.91	5,515.91
Jaghlassian Moses & Seta Trustee	0.00	0.00	0.00	0.00	5,521.13	5,521.13
Jeff D Coulthard-1	0.00	0.00	83,482.28	0.00	79,223.16	162,705.44
Lennar Homes of California Inc.	0.00	0.00	0.00	0.00	73,736.98	73,736.98
Lion Alfred Jr. Family Joint Trust	0.00	0.00	13,328.00	0.00	15,948.81	29,276.81
Lodge Root Creek No 1 LP	0.00	0.00	0.00	0.00	74.64	74.64
Lodge/Root Creek #1 LP	0.00	0.00	0.00	0.00	150.81	150.81
Madera County	0.00	0.00	0.00	0.00	7,494.00	7,494.00
Madera Management Business Trust	0.00	0.00	0.00	0.00	16,307.74	16,307.74
Main Ranch Partners	0.00	0.00	54,595.80	0.00	11,084.68	65,680.48
McCaffrey Homes	0.00	0.00	0.00	0.00	1,101.00	1,101.00
Mesa Asset Management LLC TR	0.00	0.00	0.00	0.00	18,320.81	18,320.81
Moses Jaghlassian / Seta Trs	0.00	0.00	43,050.42	0.00	156,971.63	200,022.05
Philp Enns	0.00	0.00	0.00	0.00	461.58	461.58
Pitman Family Trust	0.00	0.00	0.00	0.00	1,365.14	1,365.14
Riverstone Community Assn	0.00	0.00	0.00	0.00	1,822.59	1,822.59
Riverstone Development LLC	0.00	0.00	1,476.86	0.00	10,781,506.88	10,782,983.74
Riverstone Farms	0.00	0.00	125,893.74	0.00	14,650.59	140,544.33
San Joaquin River Ranch LLC	0.00	0.00	579,575.92	0.00	291,465.25	871,041.17
Utility Billing Customer	385.17	19,765.20	240.51	0.00	0.00	20,390.88
Waldner Shelly Etal	0.00	0.00	0.00	0.00	6.26	6.26
Wathen Castanos Homes	0.00	82,187.66	0.00	0.00	0.00	82,187.66
Wilson Homes, Inc.	0.00	35.10	0.00	0.00	13,007.00	13,042.10
Woodside Homes	0.00	60,873.00	0.00	0.00	0.00	60,873.00
TOTAL	385.17	291,082.70	1,249,722.51	0.00	11,635,107.48	13,176,297.86

DISTRICT STORM DRAIN FACILITY CONSTRUCTION AGREEMENT

THIS DISTRICT STORM DRAIN FACILITY CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into this 11th day of April, 2022 (the “Effective Date”), by and between the ROOT CREEK WATER DISTRICT, a California water district (the “District”), and BN RIVERSTONE LP, a privately held corporation (“Permittee”). The District and the Permittee are sometimes collectively referred to in this Agreement as the “Parties” or singularly as a “Party.”

RECITALS

A. WHEREAS, the District provides water, sewer, and storm drain services within its boundaries. Permittee is constructing a housing development on land commonly referred to by the Parties as MU-1 of Village B, and is located within the District’s boundaries that requires such services (the “Development”); and

B. WHEREAS, pursuant to the District’s rules, regulations and policies, Permittee is required to pay District a storm drain connection fee, calculated by the District, with respect to each permit pulled for the Development (“Drainage Fee”); and

C. WHEREAS, Permittee plans to construct certain storm drainage infrastructure that benefits the local storm drainage system (“Drainage Facilities”) and dedicate the Drainage Facilities to District; and

D. WHEREAS, District has adopted that certain “Policy Regarding Construction of District Storm Drain Facilities” that allows Permittee to construct and dedicate the Drainage Facilities, that would otherwise be funded by District, in lieu of paying the Drainage Fee (“Policy”); and

E. WHEREAS, the actual cash expenditures of constructing those Drainage Facilities, as well as reasonable engineering fees, all as approved by District, are hereinafter referred to as the “Construction Costs”; and

F. WHEREAS, pursuant to its Policy, the District permits Permittee to construct the Drainage Facilities and incur the Construction Costs at its sole cost and expense, dedicate the Drainage Facilities to the District, and the District agrees to relinquish the collection of the Drainage Fee, as further described in this Agreement; and

G. WHEREAS, on November 15, 2019, the Parties previously entered into a District Storm Drain Facility Construction Agreement for the provision of Drainage Fee credits for construction on land referred to by the Parties as MU-2, and the Parties intend to enter into this Agreement on similar terms and conditions; and

H. WHEREAS, the Parties desire to set forth in this written Agreement their respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby fully incorporated into this Agreement and made an integral part hereof.

2. **Responsibilities of Permittee.** Permittee shall perform the following services:

(a) Permittee shall procure professional services from a company competent in design, cost estimating, and construction and constructability of the Drainage Facilities and such company shall prepare plans, specifications, cost estimates, and any other project documents for the Drainage Facilities (“Drainage Facility Plans”), at Permittee’s sole cost and expense, in accordance with District’s Standards and Specifications and the District’s Infrastructure Facilities Policy, which are incorporated herein by this reference.

(b) Permittee shall submit to District the Drainage Facility Plans for District approval by the District’s General Manager, or his or her designee. If the District determines that any portion of the Drainage Facility Plans are incomplete, Permittee shall revise and reissue a new set of Drainage Facility Plans to District. If Permittee has any subsequent revisions and/or alterations to the Drainage Facility Plans after receiving approval from District, Permittee shall submit the Change Order attached hereto and incorporated herein as Exhibit “A” to District for its approval.

(c) Upon completion of the Drainage Facilities, Permittee shall submit to District in electronic or hard copy format the permanent reproducible as-built or record Drainage Facility Plans, along with the project accounting reflecting final Construction Costs paid. The final Construction Costs shall reflect Permittee’s actual cash expenditures as determined from unit prices. Measures required for compliance with storm water quality regulations shall not be considered in establishing final Construction Costs.

(d) Upon completion of the Drainage Facilities, Permittee shall dedicate the Drainage Facilities to the District, at no cost to District.

3. **Responsibilities of District.** District shall perform the following Services:

(a) Once complete, the District shall allow for the connection of the Drainage Facilities to the District’s system.

(b) District shall calculate the final Drainage Fee based on the number of permits required for the Development. If the Drainage Facilities benefit more than one parcel, the District may, in the absence of an agreement among the owners of the benefitted parcels, estimate the total cost of the Drainage Facilities at the time of construction and apportion the total Drainage Fee among the benefitted parcels in a manner that the District, in its sole and absolute discretion, shall deem equitable.

4. **Fees Relinquished.** Permittee acknowledges that it is obligated to pay the District's Drainage Fee for each permit pulled from Madera County. In lieu of paying the Drainage Fee, Permittee shall construct the Drainage Facilities located within the Drainage Area and incur the Construction Costs and its sole cost and expense during the Term. The Drainage Fee shall not exceed the final Construction Costs. The District shall not be obligated to pay any fee, credit, or reimbursement to Permittee in the event the final Construction Costs exceeds the Drainage Fee.

The District and Permittee have calculated the expected Drainage Fees and Construction Costs as follows:

Expected Drainage Fees: \$52,053.60

Expected Construction Costs: \$42,111.00

Both Parties acknowledge that the above fees and costs are only estimates at this point in time and that the final numbers shall be verified and adjusted between the Parties as appropriate.

Upon completion of the Drainage Facilities, Permittee shall provide the District with a Notice of Completion. The District must receive the Notice of Completion prior to any adjustments being made in the relinquished Drainage Fees. Upon District's receipt of the Notice of Completion, Permittee dedicating said Drainage Facilities to the District, and the District's acceptance of the Drainage Facilities, the District agrees to forego the collection of and relinquish the Drainage Fees associated with the construction costs identified herein.

5. **Term.** This Agreement shall terminate on March 31, 2024 unless extended, in writing, by both the Permittee and the District (the "Term").

6. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assignees of the respective Parties.

7. **No Joint Venture or Independent Contractor Relationship.** In installing Drainage Facilities pursuant to this Agreement, Permittee shall not be deemed to be a contractor, independent contractor or other agent of District, but shall be deemed to be developing its own property for its own benefit.

8. **Indemnity, Defend, and Hold Harmless.** The Permittee hereby agrees to save, indemnify, hold harmless and at the District's request, defend the District, its board members, officers, agents, employees, contractors, legal counsel and other consultants (hereinafter "Indemnitees") from and against any and all expenses, demands, liabilities, judgments, claims, and costs (including, but not limited to, court costs and attorney's fees), or damages of any nature whatsoever made against or incurred by Indemnitees, including, but not limited to, an award of attorney's fees and costs to the person, organization, or entity bringing the cause of action arising from, resulting from, or in connection with negligent acts, omissions, or willful misconduct by the indemnitor (including its officers, employees and agents) in the performance or failure to perform its obligations under this Agreement.

9. **Liability Insurance.** Permittee shall procure and maintain for the duration of this Agreement, Commercial General Liability (CGL) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use and condition of the Drainage Facilities. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 0001 covering on an occurrence basis, with limits no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The District and its directors, officers, employees, agents and consultants, are to be covered as additional insured's on the CGL. Upon demand of the District and as a condition to the continued exercise of the rights granted hereunder, Permittee shall provide the District with a certificate of such insurance naming the District and its directors, officer, employees, agents and consultants. The insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (10 days for non-payment) has been provided to the District.

10. **Mechanic's Liens.** Permittee shall pay when due (or bond against liens), all claims for labor or materials furnished or alleged to have been furnished to or for Permittee at or for use in connection with the Drainage Facilities, and shall at all times keep the property benefitted by the Drainage Facilities free and clear from any and all liens or claims of lien arising out of any work performed or materials furnished by or on behalf of Permittee. Without limiting the applicability of the foregoing, if, in connection with any work performed by or at the request of Permittee or in connection with any materials being furnished to Permittee, if any mechanic's lien or other lien or charge shall be filed or made against the Drainage Facilities or any part thereof, or if any such lien or charge shall be filed or made against the District, the Permittee, at its sole cost and expense, shall cause the same to be canceled and discharged of record by payment thereof or by filing a bond or otherwise within thirty (30) days after Permittee becomes aware that such lien or charge has been filed or made, and shall also defend any action, suit or proceeding which may be brought for the enforcement of such lien or charge, and shall pay any Losses (as defined below) suffered or incurred therein by District, and shall satisfy and discharge any judgment by payment thereof or filing of a bond or otherwise. This Section shall survive the expiration or termination of this Agreement. "Losses" means any losses, damages (actual and punitive), claims, suits, actions, demands, charges, costs (including costs of defense, settlement and reasonable attorneys' fees and costs, liabilities, interest, obligations, fines and penalties or expenses of whatever kind and nature. Permittee shall have the right to contest the correctness or validity of any such lien, if promptly upon demand (but no event more than thirty (30) days) after receipt of notice by District, Permittee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of claim of lien. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with the costs of suit, if the claimant recovers in such action) and shall satisfy the requirements of California Civil Code Section 8424. In the event of the failure of Permittee to discharge any lien, charge or judgment herein required to be paid or discharged by Permittee within such thirty (30) day period, the District may pay such items or discharge such liability by payment or bond or both, and Permittee shall repay to District, upon demand, any and all amounts paid by District therefor, or by reason of any liability on any such bond, and also any and all incidental Losses incurred by District in connection therewith.

11. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered main or U.S. Postal Service Express Main, with postage prepaid, or by facsimile transmission or by electronic transmission (e-mail) and shall be deemed sufficiently given if served in a manner specified in this Section 11. The addresses and addressees noted below are that Party's designated address and addressee for delivery of mailing of notices.

To District: Root Creek Water District
 P.O. Box 27950
 Fresno, California 93729
 Telephone: (559) 326-2222
 E-mail: julia@rootcreekwd.com

To Permittee: John A. Bonadelle
 BN Riverstone LP
 Fresno, CA 93711
 Telephone: 559-435-9700
 E-mail: jab@bonadelle.com

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by the registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this Section 11 and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

12. **Choice of Laws; Venue.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California with regard to its conflict of law rules. This Agreement is entered into and is to be performed in Madera County, California, and, accordingly, the Parties agree that the venue for any and all disputes under this Agreement shall be in the Madera County Superior Court. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in this Agreement. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or

claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

14. **Assurances of Non-Discrimination.** Permittee and its consultants shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

15. **Further Assurances.** Each Party will execute any additional documents and perform any further acts as may be reasonably required to affect the purposes of this Agreement.

16. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreement of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

17. **Amendment.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of both Parties.

18. **Successor.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs, executors, intent administrators, and assignees of the respective Parties.

19. **Assignment.** Permittee may assign its rights and obligations pursuant to this Agreement upon receiving written consent of District, which shall not be unreasonably withheld. Upon such assignment, Permittee shall remain directly liable to the District for the performance of any and all provisions of and obligations under this Agreement or any amendment or addendum relating hereto.

20. **No Third Party Beneficiaries.** Unless specifically set forth herein or subsequently approved by the District, the Parties to this Agreement do not intend to provide any other person or entity with any legally enforceable benefit or equitable right or remedy.

21. **Time.** Time is of the essence, it being understood that each date set forth herein and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties. Permittee shall complete construction of the Drainage Facilities on or before the expiration of the Term. Permittee and District agree that District would suffer damages for delay in completion of the Drainage Facilities, but such damages are difficult to determine. Therefore, Permittee agrees to pay District as a reasonable measure of damages for delay in completion of the Drainage Facilities Two Hundred Fifty Dollars (\$250.00) per day for each day subsequent to expiration of the Term.

22. **Compliance With Law.** Permittee shall comply with all requirements of all governmental authorities and all District rules, regulations and policies, including, but not limited to, District's Infrastructure Facilities Policy, in force either now or in the future affecting the Drainage Facilities, and shall faithfully observe in Permittee's construction of the Drainage Facilities all laws, rules and regulations of these authorities in force either now or in the future

including, without limitation, requirements with respect to constructing the Drainage Facilities in accordance with District's Standards and Specifications.

23. **Severability**. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

24. **Waivers**. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

25. **Headings**. The subject heading of the sections of this Agreement are include for purposed of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

26. **Interpretation**. This Agreement is the product of negotiation and preparation by and among the Parties and their respective advisors. Therefore, the Parties expressly waive the provisions of Civil Code section 1654. This Agreement shall not be construed against any one Party but shall be construed as if jointly prepared by both Parties. Any uncertainty or ambiguity shall not be interpreted against any one Party.

27. **Ratification/Approval by the District**. This Agreement shall not become effective or enforceable unless and until it is ratified and/or approved by the Board of Directors of the District.

28. **Counterparts**. This Agreement may be signed and delivered (including by electronic mail) by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties. It shall not be necessary for each party to execute the same counterpart hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“District”

ROOT CREEK WATER DISTRICT, a California water district



By: _____

Name: NICK BRUNO

Title: President, Board of Directors

“Permittee”

BN RIVERSTONE LP, a privately held corporation

By: _____

Name: _____

Title: _____

Exhibit "A"

JOB NO.

CONTRACT CHANGE ORDER

CONTRACT FOR: Project	C.O. No.	#
OWNER: Owner	DATE	Date
CONTRACTOR: Contractor	STATE	CA
You are hereby requested to comply with the following changes from the contract plans and specifications.		COUNTY County
DESCRIPTION OF CHANGES (Supplemental Plans and Specifications Attached)	DECREASE In Contract Price	INCREASE In Contract Price
Description 1. Item 1 2. Item 2 3. Item 3		
<u>Terms & Conditions</u> a. Contractor shall comply with contract requirements. b. Unit prices shall be adjusted to fulfill bidders contract price.		
TOTAL	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE	\$ -	\$ -
JUSTIFICATION: Justification		

The amount of the Contract will be decreased By The Sum of:

ZERO AND 00/100 DOLLARS \$ -

The Contract Total Prior to this Change Order and Including previous Change Orders Is:

ZERO AND 00/100 DOLLARS _____

The Contract Total Including this and previous Change Orders Will Be:

ZERO AND 00/100 DOLLARS **\$ -**

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted _____ (Date)
Owner's Representative (Owner)

Recommended _____ (Date)
Engineer of Record (Owner's Engineer)

Accepted _____ (Date)
Contractor's Representative (Contractor)

Memorandum

To: Julia Berry/Board of Directors – Root Creek Water District

From: Brian Ehlers

Subject: Status report for Activities through last week February 2022

Date: April 6, 2022

Riverstone Development

Construction status:

1. **Agricultural Well 276 Conversion** – Contractor has been onsite and continues with the installation of the pump and motor. Power connection from PG&E is not anticipated until April 24, 2022 and no word has been received on a different date. Plan is to have pump operational by the end of this month



Well 5 condition as of end of March 2022

2. **Waste Water Treatment Plant Expansion** – Site improvements have been mostly completed. Awaiting the second treatment train from Cloacina – Expected date is mid June.

3. **Sequestering Study** – Pilot testing continues. A draft summary report has been prepared and submitted to the State. A survey is planned to be sent to homeowners. The State has asked for the draft and wants certain questions answered and we await the redraft by the State of the survey.

4. **Storm Basin Modifications** – Construction work has been proceeding. Grading in the bottom of the Parkway basin and modification of the inlet of the Village A basin remain to be completed.



Market Basin



Parkway Basin

Projects in Design

Project Status:

1. **Wastewater Treatment Expansion**
 - a. **DryPac** – In progress of contracting with Cloacina on purchase of unit.
 - b. **Disinfection** – Started the design and development of requirements and bid documents. Expect to bid at end of year.
 - c. **Planning for expansion past 400K a day** -Have not started on this task. Once task A and B completed will initiate planning and development of alternatives report. Memorandum on alternatives planned to be prepared by October of this year.
2. **Well 277** - Have initiated layout of project features. Met with Precision regarding layout and location of raw water pipeline from site to proposed groundwater blending facility site location North of the Wastewater Treatment Plant site. Draft layout planned to be submitted for review by the end of the month.
3. **Groundwater Blending Facility** - Initiated development of the pilot study protocols for Wells 1, 2 and 277 and coordinated with vendors to conduct the pilot testing. Blue leaf expected to perform the pilot study this summer. Due to manufacturing disruptions will evaluate preparation of procurement documents so as to acquire material prior to bidding construction contract.
4. **Irrigation system expansion** – Survey complete. Expect that draft concept set of plans will be submitted for review this month.
5. **80 acre recharge basin** – Held conversations with David's Engineering staff regarding past work on site, property ownership and access. David's is preparing preliminary plan set on improvements.

Developer Status:



5. Developer Reviews –

a. Received, Reviewed and Responded to the following submittals:

i. Village B

1. Parcel 2-4 – Precision – Granville Homes
2. Parcel 5-7 – Precision – Wathen
3. Parcel 8-10 – Harbour - Wilson
4. Parcel 14 -17, 21 – Lennar; Engineer QK
5. Village E – Riverstone – Phase 1

6. Construction Review-issues with construction in support of the following construction.

a. Village B

i. Parcel 32	Bonadelle	274 lots
ii. Parcel 24, 25	Woodside	71 lots
iii. Parcel 23	Wilson	72 lots
iv. Parcel 26, 27, 28	Lennar	108 lots
v. Parcel 10	Wilson	169 lots

- vi. Parcel 11 Woodside
- vii. Parcel 22 Wilson

7. Other Subjects

- a. Rate Study – worked with rate consultant on providing data and input into the draft report
- b. Acquisition of construction in progress – Made request to developer to review and audit recent infrastructure improvements
- c. Proposition 68 grant funding – participate in meetings and communication to advance grant funding for the \$2.1 million grant funding from the State.
- d. Infrastructure – Gather shape files from developers to build a GIS map of facilities.
- e. Held conversations with Madera County staff regarding annual report for the Joint GSP
- f. Forecasting – Based upon the existing Riverstone growth pattern, availability of drilling contractors, availability of materials and lead time for service from PG&E, it is expected that it will take up to two years for development and construction of new well. Projections indicate another well in addition to well 277 by 2024. **It is recommended that initiation of Municipal Well 7 commence immediately.**