



DIRECTORS
NICK BRUNO, PRESIDENT
JEFFREY D. COULTHARD, VICE PRESIDENT
AMBER MENDOZA, TREASURER
ERIC BREAM
SHANNON SIMONIAN
MIKE DELAGUERRA

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

SPECIAL MEETING OF THE BOARD OF DIRECTORS

will be held on
Monday, April 17, 2023
11:00 a.m.

at
The Lodge at Riverstone
370 Lodge Road South
Madera, California 93636

1. CALL TO ORDER

2. 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.

3. 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.)

4. CONSENT CALENDAR – Review and Consider for Action:

- a. Approval of minutes of the regular board meeting on March 13, 2023.
- b. Approval of minutes of the regular board meeting on March 20, 2023.
- c. Acceptance of the financial statements for the month of February 2023.

5. CORRESPONDENCE

(Members of the Board or Staff may provide comment on any timely matter related to the District that is not included on the agenda.)

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

- a. Fill vacancy on board of directors** – Review and consider action to appoint an individual to fill a vacancy on the RCWD board of directors.
- b. Emergency Declaration** – Review and consider action to declare an emergency due to human safety concerns and to direct staff to perform investigation and possible repair on district infrastructure at Road 40.
 - i. BSK Geotechnical support services – review and take action
 - ii. MOU between RCWD and Madera County – review and take action
- c. Agreement for Reimbursement** – Review and consider action to approve an agreement for reimbursement for engineering services by Provost & Pritchard Consulting Group to perform a Water Supply Assessment.
- d. Customer Installment Payment Plans** – Review and consider action to approve installment payments for delinquent accounts.
- e. Facilities Spare Parts** – Review and take action to approve the purchase of spare parts from vendor iCAD for RCWD facilities.
- f. Contract Award** – Review and consider action to award a contract to Tesco Controls for electrical equipment and services at Municipal Well #6.

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

- a. Operations Monthly Report
- b. Correspondence from Department of Water Resources
- c. Other District Matters

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

- a. Legislation
- b. Other District Matters

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

- a. Monthly Operations
- b. Other District Matters

10. 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.



MANAGING RESOURCES FOR A BETTER FUTURE

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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 13, 2023**

1. Call to Order

The board meeting for the Root Creek Water District (RCWD) was called to order at 11:08 a.m. by President Nick Bruno. Board members present were Nick Bruno, Jeff Coulthard, Amber Mendoza, Shannon Simonian, Mike DeLaGuerra & Brice Jones. Members absent: Eric Bream. Members of the public included Julia Stornetta, Jessica Johnson, Nicole Stornetta, and Heather Bashian.

2. Additions to the Agenda

There were no additions to the agenda.

3. Public Comment

The district received no public comment.

4. Potential Conflicts of interest

There were no potential conflicts of interest.

5. Consent Calendar

A motion was made by Director Jones, seconded by Director Coulthard to ratify the actions of the February 13, 2023 board meeting, approve the minutes from the December 12, 2022, and February 13, 2023, public board meetings, and accept the December 2022 and January 2023 financials. The motion carried.

6. Correspondence

The district received correspondence from the CA Division of Drinking Water that the reporting requirements have changed for Manganese. The threshold for additional reporting has been changed from a requirement of 5000 ppm to a lower threshold of 200 ppm. The wells in the Root Creek Water District range in measurement from 200 – 270 ppm.

7. Board Action Items

- a. Director Mendoza made a motion, seconded by Director Simonian to review to approve a change order relating to services at the wastewater plant in the amount of \$3,039. *Budget item 900.03d.03, 400,000 gpd WWTF.*

- b. Director Mendoza made a motion, seconded by Director DeLaGuerra to approve a change order relating to ICAD services in the amount of \$7,661.22. *Budget Item 900.03d.03, 400,000 gpd WWTF*. The motion carried.
- c. Director Jones made a motion, seconded by Director Coulthard to amend Root Creek Water District Standards and Specifications related to Public Works Improvements: Field Testing and Sterilization of Water Mains. The motion carried.
- d. Director Mendoza made a motion, seconded by Director Coulthard to accept the resignation of board member Brice Jones effective March 13, 2023. This also authorizes posting of vacancy. The motion carried.

8. District Engineers Report

District Engineer Ehlers stated over 800 acre feet of surface water have been diverted thus far; using the South basin to recharge water. Potentially, there is an additional 60 acres that may be accessed to spread water this year. The cost of water is currently \$60/AF. Section 215 water is currently priced at \$19/AF, and the Madera Irrigation District would wheel this water at a rate of an additional \$180/AF to deliver to Root Creek Water District.

Regarding the Ag Pipeline Expansion project, the pipe will arrive at the end of March or first part of April. The District will take the line down to make the connections and Ehlers stated it would probably only be down for one week. There is a 60-day construction schedule.

WWTF – Communications have improved with subcontractor, Claocina, and the blowers on the screens seem to be working to address issues with collection of debris in the treatment trains. The DryPAC equipment is scheduled to be installed May 1st.

9. Legal Counsel Report

- a. AB460 – Regarding State Water Resources Control Board (SWRCB) interim relief. The bill would allow for a 20-day notice to violators of multiple regulations based on a petition. Fines could range from \$10,000/day or \$5,000/AF, and would be issued for curtailments or in-stream use.
- b. AB676 – Amends 106 of the Water Code. Amends language regarding highest and best use of water from domestic to public health and safety, and narrows the definitions of highest and best use.
- c. AB1337 – Regarding water shortage enforcement by the SWRCB; SWRCB can impose permanent curtailments. Currently, only curtailments based on emergencies may be enforced without notice or public input. Fine could range from \$1,000/day violations or \$2,300/AF— currently it is \$500/day.
- d. Senate Bill 389 – SWRCB – The bill would change the rules so that water rights (Pre-1914 & riparian) may be evaluated, and the diverter must prove up rights. A motion was made by Director Bruno, seconded by Director DeLaGuerra to sign an opposition letter opposing all four legislative bills. Staff was directed to sign on the to letter prepared by ACWA. The motion carried.

10. General Manager's Report

Building Permits

January 32
February 117

GM Stornetta reported that municipal bonds are scheduled to be sold in April. The District continues to work with both Wathen Castanos and Woodside in an effort to connect their parcels to the water system after successful bacteriological testing. The district has received 3 customer complaints after the implementation of estimated volumetric water use. Julia has spoken with all of the homeowners. A letter was sent to RT Diversified regarding the loss of revenue to the District due to underbilling accounts without water meters. RT Diversified has yet to respond. The cost of all sizes of meters used in the Riverstone Development will be increasing in 2023, and the RCWD rate schedule will also increase to recoup the material costs for badger meters. Staff has completed the audit of additional facilities constructed in Riverstone Village B by Riverstone Development and will add the facilities costs to Exhibit B of the Restated Urban and Municipal agreement, adopted by the board in January 2022.

11. Adjournment

The meeting was adjourned unanimously at 12:03 pm.

Julia D. Stornetta, District Secretary



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**Minutes of the Special Meeting of the Board of Directors
Root Creek Water District
held on
March 20, 2023**

1. Call to Order:

The special meeting for the Root Creek Water District GSA was called to order at 2:00 p.m. at the Lodge at Riverstone by President Nick Bruno. Board members present were Nick Bruno, Jeff Coulthard, Amber Mendoza, Mike DeLaGuera and Shannon Simonian. Board members absent: Eric Bream. Members of the public included Julia Stornetta, Jeff Callaway (Lennar), Garrett Pack, Al Solis, and Larry Belkner (Lennar Homes construction team leader).

2. Additions to the Agenda:

There were no additions to the agenda, as it was a special meeting.

3. Public Comment:

There was no public comment.

4. Potential Conflicts of Interests:

There were no conflicts identified.

5. Correspondence

There was no correspondence.

6. Public Hearing

Revised Root Creek District Groundwater Sustainability Agency (GSP)-Resolution to adopt a revised and updated GSP.

Public Hearing opened at 2:01p.m. and closed at 2:20 p.m.

The groundwater model was used to coordinate Groundwater Sustainability Plans and future management actions. The revised Root Creek Water District Groundwater Plan addressed the items identified in the correspondence from Department of Water Resources to the Madera Subbasin Groundwater Sustainability Agencies regarding a determination of incompleteness.

7. **Resolution discussed at the Public Hearing** – Director DeLaGuerra made a motion to adopt a revised updated Root Creek Water District Groundwater Sustainability Agency Groundwater Sustainability Plan (GSP) through the corresponding resolution. Director Coulthard seconded the motion. The motion carried.
8. **Board Action Items** – Director Coulthard made a motion to accept the 2022 Annual Report for the Root Creek Water District Groundwater Sustainability Agency (GSP), subject to edits by the District Engineer, and Director Simonian seconded the motion. The motion carried.
9. **Adjournment:**
The meeting was adjourned by consensus at 2:38 p.m.

Julia D. Stornetta, District Secretary

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2023

	Feb 23	Jan - Feb 23
Ordinary Income/Expense		
Income		
420 · Municipal Revenues		
420.02 · Municipal Water Utility Charges	49,376.46	143,351.59
420.03 · Municipal Storm Drain Charges	4,286.57	12,175.25
420.04 · Municipal Wastewater Charges	29,924.03	84,979.86
420.09 · Late Fees (Municipal)	1,423.74	3,230.12
425.02 · Municipal Water Hydrant Usage	2,325.39	4,345.98
Total 420 · Municipal Revenues	87,336.19	248,082.80
430.00 · Municipal Revenues-BuilderChrgs		
430.01 · Inspection Fees	58,500.00	74,499.99
Total 430.00 · Municipal Revenues-BuilderChrgs	58,500.00	74,499.99
480 · Other Sources Revenues		
480.03d · Grant Admin Costs	-2,942.60	-6,299.30
480.04 · Interest Income.	125.29	261.89
Total 480 · Other Sources Revenues	-2,817.31	-6,037.41
Total Income	143,018.88	316,545.38
Gross Profit	143,018.88	316,545.38
Expense		
510 · Water Costs		
510.01 · Water Option Pymnt - MID	30,108.00	289,281.25
Total 510 · Water Costs	30,108.00	289,281.25
530.01 · MID Roof Top Fee	33,600.00	73,900.00
540 · System Maintenance		
540.01 · Chemicals	8,429.79	18,785.67
540.02 · Repairs & Maintenance	1,681.09	6,603.59
540.03 · Lab Analysis	4,360.75	8,085.25
Total 540 · System Maintenance	14,471.63	33,474.51
550 · System Management		
550.01 · Operator Contracted	80,998.77	143,255.56
550.03 · Inspection Fees	29,411.74	75,932.87
550.04 · Hauling and Discharge	0.00	16,648.78
Total 550 · System Management	110,410.51	235,837.21
560.01 · Permits	9,377.20	34,641.20
570 · Groundwater Maintenance		
570.01 · Groundwater Measurements	1,799.38	7,312.38
570.02 · Groundwater Sustainability	5,355.00	9,571.60
Total 570 · Groundwater Maintenance	7,154.38	16,883.98
580 · Services		
580.01 · Power	31,447.42	57,723.95
580.02 · Communications	3,930.86	10,903.96
580.03 · Security	1,529.65	2,426.61
Total 580 · Services	36,907.93	71,054.52
610 · Marketing		
610.02 · Website	998.85	998.85
Total 610 · Marketing	998.85	998.85

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2023

	Feb 23	Jan - Feb 23
620 · Professional Fees		
620.01 · Accounting	3,950.00	7,900.00
620.04 · Engineering	5,699.70	5,699.70
620.06 · GIS Services	310.00	1,929.00
620.09 · Special Counsel	8,554.11	8,554.11
620.10 · Public Finance	5,414.57	5,414.57
Total 620 · Professional Fees	23,928.38	29,497.38
630 · Consultants		
630.04 · GSP	6,103.75	8,004.75
630.05 · MS4 Program	0.00	4,605.95
Total 630 · Consultants	6,103.75	12,610.70
660 · General & Administrative Costs		
660.01 · Printing & Reproduction	0.00	56.75
660.03 · Conference & Meetings	700.00	905.25
660.04 · Travel	8.75	8.75
660.06 · Postage	2.85	15.96
660.07 · Bank Charges	265.00	520.00
660.08 · Email Hosting & Storage	0.00	270.00
Total 660 · General & Administrative Costs	976.60	1,776.71
Total Expense	274,037.23	799,956.31
Net Ordinary Income	-131,018.35	-483,410.93
Other Income/Expense		
Other Income		
430.02 · Rooftop Fees	6,505.09	51,466.67
430.03 · Water Connection Fees	22,048.37	122,998.34
430.04 · Wastewater Connection Fees	58,348.61	458,217.62
430.05 · Storm Drain Connection Fees	9,147.93	47,893.17
430.06 · Meter Installation Fees	103,896.00	132,312.00
480.02 · CFD Assessments	0.00	403,170.56
Total Other Income	199,946.00	1,216,058.36
Other Expense		
900.02 · Capital Expdtures-Water Meters	0.00	1,762.00
900.05 · New Well Construction	14,573.70	52,455.49
900.06 · Well #5 Improvements	2,576.00	9,781.50
900.07 · 400,000 gpd WWTF	8,524.00	11,171.50
900.09 · Water Blending Facility	23,893.70	46,930.08
900.90 · Capital Projects Admin Costs	61,225.82	140,322.98
990.01 · Transfers In	-159,405.86	-159,405.86
990.02 · Transfers Out	159,405.86	159,405.86
Total Other Expense	110,793.22	262,423.55
Net Other Income	89,152.78	953,634.81
Net Income	-41,865.57	470,223.88

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses by Fund-Cash Basis
 January through February 2023

	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	0.00	143,351.59	0.00	0.00	0.00	0.00	0.00	143,351.59
420.02 - Municipal Water Utility Charges	0.00	0.00	0.00	12,175.25	0.00	0.00	0.00	12,175.25
420.03 - Municipal Storm Drain Charges	0.00	0.00	84,979.86	0.00	0.00	0.00	0.00	84,979.86
420.04 - Municipal Wastewater Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420.09 - Late Fees (Municipal)	0.00	3,280.12	0.00	0.00	0.00	0.00	0.00	3,280.12
425.02 - Municipal Water Hydrant Usage	0.00	4,345.98	0.00	0.00	0.00	0.00	0.00	4,345.98
Total 420 - Municipal Revenues	0.00	150,927.69	84,979.86	12,175.25	0.00	0.00	0.00	248,082.80
430.00 - Municipal Revenues-BuildingChrgs	0.00	24,833.33	24,833.33	24,833.33	0.00	0.00	0.00	74,499.99
430.01 - Inspection Fees	0.00	24,833.33	24,833.33	24,833.33	0.00	0.00	0.00	74,499.99
Total 430.00 - Municipal Revenues-BuildingChrgs	0.00	24,833.33	24,833.33	24,833.33	0.00	0.00	0.00	74,499.99
480 - Other Sources Revenue								
480.03d - Grant Admin Costs	-6,299.30	0.00	0.00	0.00	0.00	0.00	0.00	-6,299.30
480.04 - Interest Income	0.00	20.04	13.02	13.00	211.51	3.04	1.28	261.89
Total 480 - Other Sources Revenue	-6,299.30	20.04	13.02	13.00	211.51	3.04	1.28	-6,037.41
Gross Profit	-6,299.30	175,781.06	109,825.21	37,021.58	211.51	3.04	1.28	316,545.38
Expense								
510 - Water Costs	0.00	224,227.25	0.00	0.00	65,054.00	0.00	0.00	289,281.25
510.01 - Water Option Pymnt - MID	0.00	224,227.25	0.00	0.00	65,054.00	0.00	0.00	289,281.25
Total 510 - Water Costs	0.00	224,227.25	0.00	0.00	65,054.00	0.00	0.00	289,281.25
530.01 - MID Roof Top Fee	0.00	73,900.00	0.00	0.00	0.00	0.00	0.00	73,900.00
540 - System Maintenance								
540.01 - Chemicals	0.00	7,331.11	11,454.58	0.00	0.00	0.00	0.00	18,785.67
540.02 - Repairs & Maintenance	0.00	5,718.59	865.00	0.00	0.00	0.00	0.00	6,603.59
540.03 - Lab Analysis	0.00	2,735.00	5,350.25	0.00	0.00	0.00	0.00	8,085.25
Total 540 - System Maintenance	0.00	15,784.70	17,669.81	0.00	0.00	0.00	0.00	33,474.51
550 - System Management								
550.01 - Operator Contracted	0.00	25,570.91	110,331.33	7,353.32	0.00	0.00	0.00	143,255.56
550.03 - Inspection Fees	0.00	25,310.97	25,310.97	25,310.93	0.00	0.00	0.00	75,932.87
550.04 - Hauling and Discharge	0.00	0.00	16,648.78	0.00	0.00	0.00	0.00	16,648.78
Total 550 - System Management	0.00	50,881.88	152,291.08	32,664.25	0.00	0.00	0.00	235,837.21
560.01 - Permits	0.00	9,954.20	24,697.00	0.00	3,656.19	0.00	0.00	34,547.20
570 - Groundwater Maintenance								
570.01 - Groundwater Measurements	0.00	3,656.19	0.00	0.00	0.00	0.00	0.00	3,656.19
570.02 - Groundwater Sustainability	0.00	4,785.80	0.00	0.00	4,785.80	0.00	0.00	9,571.60
Total 570 - Groundwater Maintenance	0.00	8,441.99	0.00	0.00	8,441.99	0.00	0.00	16,883.98
580 - Services								
580.00 - Power	0.00	35,741.84	21,982.11	0.00	0.00	0.00	0.00	57,723.95
580.02 - Communications	0.00	8,316.77	2,587.19	0.00	0.00	0.00	0.00	10,903.96
580.03 - Security	0.00	1,928.11	497.50	0.00	0.00	0.00	0.00	2,425.61
Total 580 - Services	0.00	45,986.72	25,066.80	0.00	0.00	0.00	0.00	71,053.52
610 - Marketing								
610.02 - Website	998.85	0.00	0.00	0.00	0.00	0.00	0.00	998.85
Total 610 - Marketing	998.85	0.00	0.00	0.00	0.00	0.00	0.00	998.85
620 - Professional Fees								
620.01 - Accounting	0.00	1,975.00	1,975.00	1,975.00	1,975.00	0.00	0.00	7,900.00
620.04 - Engineering	913.50	1,175.00	705.00	1,287.00	1,539.20	0.00	0.00	5,699.70
620.06 - GIS Services	0.00	0.00	0.00	0.00	1,929.00	0.00	0.00	1,929.00
620.09 - Special Counsel	0.00	4,277.06	0.00	0.00	4,277.05	0.00	0.00	8,554.11
620.10 - Public Finance	0.00	1,804.86	1,804.86	1,804.85	0.00	0.00	0.00	5,414.57
Total 620 - Professional Fees	913.50	9,231.92	4,484.86	5,046.85	9,820.25	0.00	0.00	29,497.38
630 - Consultants								
630.04 - GSP	0.00	4,002.38	0.00	0.00	4,002.37	0.00	0.00	8,004.75
630.05 - MS4 Program	0.00	0.00	0.00	4,605.95	0.00	0.00	0.00	4,605.95
Total 630 - Consultants	0.00	4,002.38	0.00	4,605.95	4,002.37	0.00	0.00	12,610.70

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses by Fund-Cash Basis
 January through February 2023

	01-District Administration	02-Water Municipal	03-Sewer	04-Storm Drain	05-Water Agriculture	91-CFD Bond \$5,630,000	92-CFD Bond \$2,565,000	TOTAL
660 - General & Administrative Costs								
660.01 - Printing & Reproduction	56,75	0,00	0,00	0,00	0,00	0,00	0,00	56,75
660.03 - Conference & Meetings	905,25	0,00	0,00	0,00	0,00	0,00	0,00	905,25
660.04 - Travel	8,75	0,00	0,00	0,00	0,00	0,00	0,00	8,75
660.06 - Postage	15,96	0,00	0,00	0,00	0,00	0,00	0,00	15,96
660.07 - Bank Charges	0,00	173,33	173,33	173,34	0,00	0,00	0,00	520,00
660.08 - Email Hosting & Storage	270,00	0,00	0,00	0,00	0,00	0,00	0,00	270,00
Total 660 - General & Administrative Costs	1,256,71	173,33	173,33	173,34	0,00	0,00	0,00	1,776,71
Total Expense	3,169,06	442,585,37	224,392,88	42,490,39	87,318,61	0,00	0,00	799,956,31
Net Ordinary Income	-9,468,36	-266,804,31	-114,566,67	-5,468,61	-87,107,10	3,04	1,28	-463,410,93
Other Income/Expense								
430.02 - Rooftop Fees	0,00	51,466,67	0,00	0,00	0,00	0,00	0,00	51,466,67
430.03 - Water Connection Fees	0,00	122,998,34	0,00	0,00	0,00	0,00	0,00	122,998,34
430.04 - Wastewater Connection Fees	0,00	0,00	459,217,62	0,00	0,00	0,00	0,00	459,217,62
430.05 - Storm Drain Connection Fees	0,00	0,00	0,00	47,893,17	0,00	0,00	0,00	47,893,17
430.06 - Meter Installation Fees	0,00	132,312,00	0,00	0,00	0,00	0,00	0,00	132,312,00
480.02 - CFD Assessments	0,00	134,390,19	134,390,19	134,390,18	0,00	0,00	0,00	403,170,56
Total Other Income	0,00	441,167,20	592,607,81	182,283,35	0,00	0,00	0,00	1,216,058,36
Other Expense								
900.02 - Capital Expenditures/Water Meters	0,00	1,762,00	0,00	0,00	0,00	0,00	0,00	1,762,00
900.05 - New Well Construction	0,00	52,455,49	0,00	0,00	0,00	0,00	0,00	52,455,49
900.06 - Well #5 Improvements	0,00	9,781,50	0,00	0,00	0,00	0,00	0,00	9,781,50
900.07 - 400,000 gpd WWTF	0,00	0,00	11,171,50	0,00	0,00	0,00	0,00	11,171,50
900.09 - Water Blending Facility	0,00	46,930,08	0,00	0,00	0,00	0,00	0,00	46,930,08
900.90 - Capital Projects Admin Costs	0,00	84,977,14	20,308,01	19,795,98	15,241,65	0,00	0,00	140,322,98
990.01 - Transfers In	0,00	0,00	0,00	0,00	0,00	-113,124,72	-46,281,14	-159,405,86
990.02 - Transfers Out	0,00	53,135,29	53,135,29	53,135,28	0,00	0,00	0,00	159,405,66
Total Other Expense	0,00	248,041,50	84,614,80	72,931,26	-15,241,65	-113,124,72	-46,281,14	282,423,55
Net Other Income	0,00	192,125,70	507,993,01	109,352,09	-15,241,65	113,124,72	46,281,14	953,634,81
Net Income	-9,468,36	-74,678,61	393,426,34	103,883,28	-102,348,95	113,127,76	46,282,42	470,223,88

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual
January through February 2023

	Jan - Feb 23	Budget	\$ Over Budget	% of Budget
630 · Consultants				
630.01 · Grant Preparation	0.00	10,000.00	-10,000.00	0.0%
630.04 · GSP	8,004.75	50,000.00	-41,995.25	16.0%
630.05 · MS4 Program	4,605.95	15,000.00	-10,394.05	30.7%
Total 630 · Consultants	12,610.70	75,000.00	-62,389.30	16.8%
640.01 · Membership dues	0.00	8,000.00	-8,000.00	0.0%
650.01 · Insurance	0.00	10,000.00	-10,000.00	0.0%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	56.75	2,000.00	-1,943.25	2.8%
660.03 · Conference & Meetings	905.25	15,000.00	-14,094.75	6.0%
660.04 · Travel	8.75	1,000.00	-991.25	0.9%
660.06 · Postage	15.96	1,000.00	-984.04	1.6%
660.07 · Bank Charges	520.00			
660.08 · Email Hosting & Storage	270.00	1,000.00	-730.00	27.0%
Total 660 · General & Administrative Costs	1,776.71	20,000.00	-18,223.29	8.9%
Total Expense	799,956.31	5,149,550.90	-4,349,594.59	15.5%
Net Ordinary Income	-483,410.93	39,041.09	-522,452.02	-1,238.2%
Other Income/Expense				
Other Income				
430.02 · Rooftop Fees	51,466.67	210,000.00	-158,533.33	24.5%
430.03 · Water Connection Fees	122,998.34	889,200.00	-766,201.66	13.8%
430.04 · Wastewater Connection Fees	458,217.62	1,982,550.00	-1,524,332.38	23.1%
430.05 · Storm Drain Connection Fees	47,893.17	372,150.00	-324,256.83	12.9%
430.06 · Meter Installation Fees	132,312.00	133,200.00	-888.00	99.3%
480.02 · CFD Assessments	403,170.56	781,500.40	-378,329.84	51.6%
Total Other Income	1,216,058.36	4,368,600.40	-3,152,542.04	27.8%
Other Expense				
900.11 · Wastewater Ultimate Facility	0.00	581,000.00	-581,000.00	0.0%
900.10 · Wastewater UV Facility	0.00	200,000.00	-200,000.00	0.0%
900.01 · Capital Expenditures-Equipment	0.00	100,000.00	-100,000.00	0.0%
900.02 · Capital Expditures-Water Meters	1,762.00	133,200.00	-131,438.00	1.3%
900.04 · RC Parkway Recharge Project	0.00	150,000.00	-150,000.00	0.0%
900.05 · New Well Construction	52,455.49	1,500,000.00	-1,447,544.51	3.5%
900.06 · Well #5 Improvements	9,781.50	100,000.00	-90,218.50	9.8%
900.07 · 400,000 gpd WWTF	11,171.50	100,000.00	-88,828.50	11.2%
900.08 · Storm Drain Basin Modification	0.00	25,000.00	-25,000.00	0.0%
900.09 · Water Blending Facility	46,930.08	2,800,000.00	-2,753,069.92	1.7%
900.90 · Capital Projects Admin Costs	140,322.98	367,400.00	-227,077.02	38.2%
960.00 · Debt Payments				
960.1 · Debt Principal	0.00	187,919.68	-187,919.68	0.0%
960.2 · Interest Expense	0.00	77,042.32	-77,042.32	0.0%
Total 960.00 · Debt Payments	0.00	264,962.00	-264,962.00	0.0%
990.01 · Transfers In	-159,405.86			
990.02 · Transfers Out	159,405.86			
Total Other Expense	262,423.55	6,321,562.00	-6,059,138.45	4.2%
Net Other Income	953,634.81	-1,952,961.60	2,906,596.41	-48.8%
Net Income	470,223.88	-1,913,920.51	2,384,144.39	-24.6%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual - District Admin
January through February 2023

	Jan - Feb 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
480 - Other Sources Revenues				
480.01 - Assessments	0.00	68,800.00	-68,800.00	0.0%
480.03b - Grant Admin Revenue	0.00	150,000.00	-150,000.00	0.0%
480.03d - Grant Admin Costs	-6,299.30	-150,000.00	143,700.70	4.2%
Total 480 - Other Sources Revenues	-6,299.30	68,800.00	-75,099.30	-9.2%
Total Income	-6,299.30	68,800.00	-75,099.30	-9.2%
Gross Profit	-6,299.30	68,800.00	-75,099.30	-9.2%
Expense				
610 - Marketing				
610.02 - Website	998.85			
Total 610 - Marketing	998.85			
620 - Professional Fees				
620.03 - Management Contracted	0.00	20,000.00	-20,000.00	0.0%
620.04 - Engineering	913.50	10,000.00	-9,086.50	9.1%
620.05 - Legal	0.00	20,000.00	-20,000.00	0.0%
Total 620 - Professional Fees	913.50	50,000.00	-49,086.50	1.8%
640.01 - Membership dues	0.00	1,600.00	-1,600.00	0.0%
650.01 - Insurance	0.00	2,000.00	-2,000.00	0.0%
660 - General & Administrative Costs				
660.01 - Printing & Reproduction	56.75	2,000.00	-1,943.25	2.8%
660.03 - Conference & Meetings	905.25	15,000.00	-14,094.75	6.0%
660.04 - Travel	8.75	1,000.00	-991.25	0.9%
660.06 - Postage	15.96	1,000.00	-984.04	1.6%
660.08 - Email Hosting & Storage	270.00	1,000.00	-730.00	27.0%
Total 660 - General & Administrative Costs	1,256.71	20,000.00	-18,743.29	6.3%
Total Expense	3,169.06	73,600.00	-70,430.94	4.3%
Net Ordinary Income	-9,468.36	-4,800.00	-4,668.36	197.3%
Net Income	-9,468.36	-4,800.00	-4,668.36	197.3%

ROOT CREEK WATER DISTRICT
A/R Aging Summary
As of February 28, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
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
B&B Construction Services	0.00	0.00	0.00	0.00	1,107.66	1,107.66
Bakman Water Co.	0.00	0.00	0.00	0.00	50.42	50.42
Bonadelle Neighbors	0.00	96,090.00	0.00	0.00	0.00	96,090.00
Browning Contractors Inc.	0.00	326.14	0.00	0.00	0.00	326.14
Central Valley Ag Management, LLC	0.00	0.00	0.00	0.00	63,244.44	63,244.44
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	10.59	10.59
Coulthard Ent's	0.00	0.00	0.00	0.00	45,316.41	45,316.41
Coulthard Family Ranches LP	0.00	0.00	0.00	0.00	-72.00	-72.00
Crown Homes	0.00	0.00	0.00	0.00	2,002.00	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	0.00	0.00	45,322.06	45,322.06
Donald L & Kimberlee A. Howard	0.00	0.00	0.00	0.00	17,993.95	17,993.95
Granville Homes	0.00	0.00	0.00	0.00	301,749.77	301,749.77
Groveland Dev Corp.	0.00	0.00	0.00	12,341.43	8,242.20	20,583.63
Herion Barbara	0.00	0.00	0.00	0.00	5.01	5.01
Hothi Pardeep Singh	0.00	0.00	0.00	0.00	13.41	13.41
Jaghlastian Moses & Seta TR	0.00	0.00	0.00	0.00	38,238.64	38,238.64
Jaghlastian Moses & Seta Trustee	0.00	0.00	17,299.50	0.00	11,207.40	28,506.90
Jeff D Coulthard-1	0.00	0.00	0.00	0.00	85,986.54	85,986.54
Lawler Excavation & Pipeline	0.00	8.37	0.00	183.91	0.00	192.28
Lennar Homes of CA, Inc.	0.00	0.00	0.00	0.00	67,130.98	67,130.98
Lennar Homes of California Inc.	493,484.42	0.00	0.00	45,116.53	473,299.00	1,011,899.95
Lion Alfred Jr. Family Joint Trust	0.00	0.00	13,728.17	0.00	34,628.26	48,356.43
Lodge Root Creek No 1 LP	0.00	0.00	0.00	0.00	225.45	225.45
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	65,752.32	0.00	0.00	65,752.32
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	27,894.25	27,894.25
Moses Jaghlastian / Seta Trs	0.00	0.00	0.00	0.00	200,022.05	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	1,870.58	1,870.58
Riverstone Development LLC	0.00	0.00	0.00	0.00	27,353.32	27,353.32
Riverstone Farms	0.00	0.00	0.00	136,913.50	35,881.07	172,794.57
San Joaquin River Ranch LLC	0.00	0.00	0.00	594,886.17	107,906.77	702,792.94
Utility Billing Customer	31,554.49	28,624.95	0.00	0.00	0.00	60,179.44
Waldner Shelly Etal	0.00	0.00	0.00	0.00	6.45	6.45
Wathen Castanos Homes	0.00	253,295.46	0.00	0.00	4,600.00	257,895.46
Wilson Homes, Inc.	0.00	123,270.00	92,025.00	0.00	20,126.00	235,421.00

ROOT CREEK WATER DISTRICT
A/R Aging Summary
As of February 28, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Wonderful Agricultural Management LLC	0.00	0.00	0.00	0.00	50.49	50.49
Woodside Homes	0.00	46,052.00	0.00	0.00	203,309.79	249,361.79
TOTAL	525,038.91	547,666.92	188,804.99	789,441.54	1,889,914.28	3,940,866.64

SUPPLEMENTAL APPLICATION FOR LANDOWNER AND ELECTED SPECIAL DISTRICTS

Complete Name of Landowner or Elected Special District: Root Creek Water District

List the name of the person who previously held the seat you are interested in: _____

I meet the statutory requirements to be a board member per the following requirement(s) (Check all applicable requirements):

TYPE OF DISTRICT	QUALIFICATIONS
Community Services District (Water) Conservation District Fire Protection District Health Care District Hospital District Public Utility District Recreation and Park District (County) Water District	<input type="checkbox"/> I am a voter in the District and (if applicable) <input type="checkbox"/> I am a voter in the _____ Division of the District. or <input type="checkbox"/> I am a voter in the _____ Zone of the District.
Drainage District	<input checked="" type="checkbox"/> I am: <input type="checkbox"/> A holder of title to land within the District, or <input type="checkbox"/> The legal representative of a holder of title to land within the District; or <input type="checkbox"/> A designated representative of a holder of title to land within the District, if the holder of title to land is not a natural person and the holder has filed with the district written evidence of the designation. or <input type="checkbox"/> I am: <input type="checkbox"/> A holder of title to land within the _____ division of the District, or <input type="checkbox"/> The legal representative of a holder of title to land within the _____ division of the District; or <input type="checkbox"/> A designated representative of a holder of title to land within the _____ division of the District, if the holder of title to land is not a natural person and the holder has filed with the district written evidence of the designation.
Irrigation District	<input type="checkbox"/> I am a landowner in the District and/or <input type="checkbox"/> I am a voter in the District
Memorial District	<input type="checkbox"/> I am a voter in the District and (if applicable) <input type="checkbox"/> I have been honorably discharged from the armed forces of the United States.
Police Protection District	<input type="checkbox"/> I am a resident of the District.
Reclamation District	<input type="checkbox"/> I am a landowner or the legal representative of a landowner in the District.
Resource Conservation District	<input type="checkbox"/> I am a voter in _____ County, California, and: <input type="checkbox"/> I reside within the District and: <input type="checkbox"/> I own real property in the District, or <input type="checkbox"/> I have served, pursuant to the District's rules, for two years or more as an associate director providing advisory or other assistance to the board of directors; or: <input type="checkbox"/> I am a designated agent of a resident landowner within the District.
(California) Water District (Landowner)	<input checked="" type="checkbox"/> I am: <input checked="" type="checkbox"/> A holder of title to land within the District; or <input type="checkbox"/> The legal representative of a holder of title to land within the District; or <input type="checkbox"/> A representative designated by a holder of title to land within the District, if the holder has filed with the District written evidence of that designation.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 12, 2023

Signature:

Name: Matthew Cerniglia

Certificate of Landowner

Candidate for Landowner Districts must complete the Office Qualification portion of the Certificate of Landowner. Be sure to list the name under which the qualifying property is listed. Also, include the Assessor's parcels number(s) (APN) of said property. The Elections Department may forward the document to the Assessor's office for verification.

Office Qualification

I, Matthew Cerniglia, wish to file as a candidate for the office of Director of the Root Creek Water District.

Name under which the property is owned: Matthew Cerniglia


Address of property: 202 Pinnacle Drive, Madera, CA 93638

Parcel/APN #: 080-055-008

Obtain from property tax bill

I hereby certify that the foregoing is true and correct to the best of my knowledge.

Date: April 12, 2023


Signature of Landowner

OFFICIAL USE ONLY

TO BE COMPLETED BY ASSESSOR'S OFFICE

STATE OF CALIFORNIA }
COUNTY OF MADERA } ss.

Certificate of Landowner

This is to certify that the above named property owner is is not owner of the property listed above within the proposed **Root Creek Water District** as shown on the last equalized assessment roll of the Assessor of the County of Madera.

Date: _____

Madera County Assessor

Madera County Assessor's Office

Printed name and title of Assessor employee

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”) is entered into as of _____, 2023 (the “Effective Date”), by and between SAN JOAQUIN RIVER RANCH, LLC, a Delaware limited liability company (“SJRR”); and the ROOT CREEK WATER DISTRICT, a California water district (the “District”). SJRR and the District may be referred to herein individually as a “Party,” or collectively as “Parties.”

R E C I T A L S

A. WHEREAS, the District was formed to provide an agricultural water supply, to address groundwater balancing issues within its boundaries, and to provide potable water service, sewage collection and treatment services, and stormwater management services for properties developed within the District; and

B. WHEREAS, SJRR is developing the Root Creek Area Plan and the San Joaquin River Ranch Specific Plan for property within Madera County (the “Property”), which requires preparation of a Water Supply Assessment (“WSA”) and submittal thereof to the County of Madera; and

C. WHEREAS, the parties agree that the District, through the District’s engineer, Provost & Pritchard Consulting Group (“Engineer”), shall perform the WSA at SJRR’s sole cost and expense; and

D. WHEREAS, the parties desire to enter into this Agreement to define the terms by which SJRR agrees to reimburse the District for all such costs and expenses related to the preparation of the WSA.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties represent and warrant, each to the other, that the above Recitals, as applicable to each, are true and correct.

2. Reimbursement Obligation. This Agreement memorializes the reimbursement obligation of SJRR to the District for all costs and expenses, including the time of the District’s staff, consultants, engineering and legal counsel, and the District’s engagement of Provost & Pritchard Consulting Group, related to the completion of the WSA. The expenses for which the District is requiring reimbursement shall be supported by invoices and appropriate back up documentation that shall be available for review by SJRR. The District shall use its best efforts to invoice SJRR monthly for these costs and expenses, and SJRR shall pay the District within thirty (30) days of the date of invoice.

3. Scope of Costs and Agreement. SJRR shall pay the District for all costs and expenses associated with the completion of the WSA. Such costs and expenses shall include, but are not limited to, all costs and expenses associated with the activities and deliverables described in Exhibit A, attached hereto and incorporated herein by this reference. The District reserves the right to unilaterally revise Exhibit A at any time, without the consent of SJRR, by providing written notice to SJRR of such revisions. The Parties acknowledge and agree that this Agreement is limited in scope to the completion of the WSA and is not intended to include all requirements that may be related to the Root Creek Area Plan and the San Joaquin River Ranch Specific Plan.

4. Review and Comment. SJRR shall be provided a reasonable opportunity to review and comment on the initial draft and any material revision of the WSA, prior to external circulation or publication thereof. Incorporation of SJRR's comments into the WSA shall be at the reasonable, good faith discretion of the District and Engineer.

5. Indemnification. Conditioned upon the District's compliance with this Agreement, SJRR shall, to the fullest extent permitted by law, assume the defense of and indemnify and save harmless the District, and the District's directors, officers, employees, contractors, agents, and assigns (the "Indemnified Parties" and each an "Indemnified Party"), from and against any and all claims, damage, expenses and liability of every kind, nature, and description, arising or resulting from (a) SJRR's breach of this Agreement, or (b) the District's preparation and approval of the WSA, and submittal of the approved WSA to the County for use in connection with the County's consideration of the Root Creek Area Plan and the San Joaquin River Ranch Specific Plan. Notwithstanding the foregoing, SJRR shall not be required to indemnify or hold harmless any Indemnified Party for any claim, loss, damage, expense or liability due to (i) the negligence or willful misconduct of any Indemnified Party, or (ii) for a default hereunder by the District.

6. Representations of SJRR. SJRR represents and warrants for the benefit of the District as follows:

(a) Organization. SJRR is a limited liability company duly organized and validly existing under the laws of its state of organization, is in compliance with all applicable laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. SJRR has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by SJRR.

7. Time is of the Essence. Time is of the essence in the performance by both parties of every obligation under this Agreement.

8. Attorney's Fees. In the event of the bringing of any action or suit by either Party against the other arising out of this Agreement, the prevailing Party shall be entitled to recover from the other Party all costs and expenses of suit, including reasonable attorneys' fees.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a Notice given in accordance with this paragraph:

To SJRR: Attention: Timothy Jones
San Joaquin River Ranch, LLC
265 E. River Park Circle, Suite 310
Fresno, CA 93720
E-mail: tjones@vdcllc.com

To District: Attn: Julia Stornetta, General Manager
Root Creek Water District
P.O. Box 27950
Fresno, California 93279
Email: julia@rootcreekwd.com

With Copy To: Attn: Lauren D. Layne, Esq.
Baker, Manock & Jensen, PC
5260 N. Palm Ave., Suite 201
Fresno, California 93704
Email: llayne@bakermanock.com

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

11. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party’s right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

12. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by the District and SJRR shall be binding.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

14. Amendments. Amendments to this Agreement shall be made only by written instrument executed by each of the Parties hereto.

15. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of California applicable to contracts made and performed in the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ROOT CREEK WATER DISTRICT,
a California Water District

By: _____
Jeff Coulthard, Vice President

SAN JOAQUIN RIVER RANCH, LLC,
a Delaware limited liability company

By: Central Valley Development, LLC,
a California limited liability company,
Manager

By: _____
Timothy Jones, Manager

Exhibit A

Scope of Services

The proposed scope of work includes preparing a Water Supply Assessment (“WSA”) in accordance with the requirements of the State Water Code Section 10910, et seq. including the following:

- A WSA report will be prepared that includes all required matters and matters customarily included in comparable water supply assessments, including the following sections:
 - Executive Summary
 - Introduction
 - Description of Proposed Project
 - Existing Water Usage
 - Projected Water Demands
 - Regional Water Supplies
 - Reliability of Water Supplies
 - Supply and Demand Reconciliation
 - Conclusions
- Using information from the District and other plans covering the area, existing (current) water demands for the area will be determined.
- Water demands for different land use types will be collected and evaluated for the existing Riverstone development, including low, medium, and high-density residential areas, commercial areas, schools, parks, etc. Water use estimates from the Riverstone Rate Study and Connection Fee update Study will also be used.
- Water demands for other comparable developments will be collected, compared to Riverstone historical usage, and used to refine future water demands for the project.
- Anticipated State Water Conservation requirements will be researched and used in estimating future water demands
- Water demands will be reported for Villages A through E, as shown in the Project Description Report, and for the total area to be developed.
- Water demands for normal and dry years over a 20-year period will be estimated.
- Existing water supplies and options will be documented and quantified including precipitation, imported surface water, local groundwater, reclaimed wastewater, riparian water diversions, and Holding Contract water diversions
- Groundwater supplies and yields will be estimated based on a Groundwater Report to be prepared by Kenneth D. Schmidt and Associates, coordination with Ken Schmidt, the local Groundwater Sustainability Plan, and regional SGMA regulations and requirements.
- Wastewater effluent disposal alternatives will be considered including percolations basins or reclaiming the water for agricultural irrigation.
- Based on the above, a water balance will be developed that meets requirements for the Sustainable Groundwater Management Act and the Groundwater Sustainability Plan.
- The reliability of each water supply in normal and dry years will be addressed.
- An in-person kickoff in-person meeting and monthly progress meetings/conference calls will be held with District staff.

The scope of work also includes an on-going consulting phase after completion and submission of the first draft WSA. This phase will include on-going work related to District comments, report revisions and updates, adjustments due to changes in designs, policies or water supplies, to

address comments from Madera County or other agencies, and to provide assistance through the CEQA process. Work on this phase would only be performed on an as-needed basis.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this proposal for the fees summarized in the table below. Work will be billed on a Time and Materials basis at Provost & Pritchard Consulting Group’s current fee table.

Phase	Estimated Fee
Task 1 - Water Supply Assessment	\$145,000
Task 2- On-going Support	\$20,000
Total Estimated Fee:	\$165,000

If the scope changes materially from that described above, as a result of any agency’s decision or because of changes requested by the County, District or developer, and at the direction of the District, Provost & Pritchard Consulting Group will prepare a revised estimate of our fees for District approval before proceeding.

The effort for Task 2 – On-going Support could vary. The value in the table above is an initial estimate, but more effort may be required based on comments received, project changes and efforts required for the permitting and environmental documentation efforts. If additional work is required beyond the budget shown, then work will be performed on a time and materials basis.

Additional Services

The following services are not included in this Agreement, however these and others can be provided at additional cost, upon request.

- Design of any water supply infrastructure
- Preparation of an Infrastructure Master Plan
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this Agreement.

Extra work caused by delays beyond the District’s and/or Provost & Pritchard Consulting Group’s reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of SJRR to furnish timely information, or approve or disapprove of the District’s and/or Provost & Pritchard Consulting Group’s services or instruments of service promptly, or faulty performance by SJRR or other contractors or governmental agencies.

February 2, 2023

Julia Stornetta
Root Creek Water District
P.O. Box 27950
Fresno, CA 93729

Subject: Engineering Services for Water Supply Assessment Report for Root Creek Area Plan – Task Order 2023-1.

Dear Ms. Stornetta:

Thank you for the opportunity to submit this proposal to provide engineering services. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables, an approximate schedule, and our assumptions.

Project Understanding

The project consists of an Area Plan covering 70 parcels totaling 7,738 acres of various development types within the Root Creek Water District (District). The project area represents the balance of the District except for the current Riverstone development which consists of approximately 2,000 acres. The San Joaquin River Ranch Specific Plan which covers 40 parcels and 5,048 acres lies within the Root Creek Area Plan and is part of the project. The size of the project is well above the threshold that would require Verification of Water Supply and preparation of a Water Assessment by the California Water Code.

Scope of Services

The proposed scope of work includes preparing a Water Supply Assessment (WSA) in accordance with the requirements of the State Water Code Section 10910, et seq. including the following:

- A WSA report will be prepared that includes the following sections:
 - Executive Summary
 - Introduction
 - Description of Proposed Project
 - Existing Water Usage
 - Projected Water Demands
 - Regional Water Supplies
 - Reliability of Water Supplies
 - Supply and Demand Reconciliation
 - Conclusions
- Using information from the District and other plans covering the area, existing (current) water demands for the area will be determined.

- Water demands for different land use types will be collected and evaluated for the existing Riverstone development, including low, medium, and high-density residential areas, commercial areas, schools, parks, etc. Water use estimates from the Riverstone Rate Study and Connection Fee update Study will also be used.
- Water demands for other comparable developments will be collected, compared to Riverstone historical usage, and used to refine future water demands for the project.
- Anticipated State Water Conservation requirements will be researched and used in estimating future water demands
- Water demands will be reported for Villages A through E, as shown in the Project Description Report, and for the total area to be developed.
- Water demands for normal and dry years over a 20-year period will be estimated.
- Existing water supplies and options will be documented and quantified including precipitation, imported surface water, local groundwater, reclaimed wastewater, riparian water diversions, and Holding Contract water diversions
- Groundwater supplies and yields will be estimated based on a Groundwater Report to be prepared by Kenneth D. Schmidt and Associates, coordination with Ken Schmidt, the local Groundwater Sustainability Plan, and regional SGMA regulations and requirements.
- Wastewater effluent disposal alternatives will be considered including percolations basins or reclaiming the water for agricultural irrigation.
- Based on the above, a water balance will be developed that meets requirements for the Sustainable Groundwater Management Act and the Groundwater Sustainability Plan.
- The reliability of each water supply in normal and dry years will be addressed.
- An in-person kickoff in-person meeting and monthly progress meetings/conference calls will be held with Root Creek Water District staff.

The scope of work also includes an on-going consulting phase after completion and submission of the first draft WSA. This phase will include on-going work related to RCWD comments, report revisions and updates, adjustments due to changes in designs, policies or water supplies, address comments from Madera County or other agencies, and assistance through the CEQA process. Work on this phase would only be performed on an as-needed basis.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this proposal for the fees summarized in the table below. Work will billed on a Time and Materials basis at our current fee table, which is attached. These fees will be invoiced monthly.

Phase	Estimated Fee
Task 1 - Water Supply Assessment	\$145,000
Task 2- On-going Support	\$20,000
Total Estimated Fee:	\$165,000

If the scope changes materially from that described above, as a result of any agency’s decision or because of changes requested by the County, District or developer, and at the direction of the District, we will prepare a revised estimate of our fees for your approval before we proceed.

The effort for Task 2 – On-going Support could vary. The value in the table above is an initial estimate, but more effort may be required based on comments received, project changes and efforts required for the permitting and environmental documentation efforts. If additional work is required beyond the budget shown, then work will be performed on a time and materials basis.

Schedule

Once we receive an executed copy of this Proposal and are authorized to proceed, we can prepare the Water Supply Assessment for initial submittal in approximately 8 months. Agency review time is beyond our control. If an additional submittal is required after initial review, we will be prepared to re-submit one month after we receive agency comments.

Assumptions

This proposal has the following assumptions:

- This proposal is based on the Root Creek Area Plan as documented in the *Draft Project Description for Root Creek Plan and the San Joaquin River Ranch Specific Plan* (September 2022).
- The Madera County Board of Supervisors will require the same level of documentation on the WSA as that required on the initial Village of Gateway process
- Wastewater use will be a necessary supply to help balance the water supplies within Root Creek Water District.
- A community-wide recycled water system is not anticipated.
- Water supply and demands will be estimated for the Root Creek Area Plan and separately for Villages A through E described in the Project Description Report. Water demands will not be determined separately for the San Joaquin River Ranch Plan area.
- Estimated safe pumping amounts will be derived from the information developed and adopted by the GSP and as documented in the annual update reports to the GSP.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Design of any water supply infrastructure
- Preparation of an Infrastructure Master Plan
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement.
- Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information, or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.

Terms and Conditions

The work will be performed according to this proposal and the terms in our existing Consultant Services Agreement dated December 11, 2017. This would be task Order 2023-1. If this proposal is acceptable, please sign this document and return a copy to our office. This document will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group

Owen Kubit, PG, CHG, RCE 66552
Project Manager

Brian Ehlers, RCE 40655
Principal Engineer

Terms and Conditions Accepted

By Root Creek Water District

Signature

Printed Name

Title

Date



MANAGING RESOURCES FOR A BETTER FUTURE

PAYMENT PLAN AGREEMENT

Customer Name: ASHLEY MARIE HENDERSON

Property Address: 971 DANA ROAD W

Account No: R21080.02 Date: 03/28/23


Current Account Balance: \$587.51

Payment Amount: \$0

Payment Arrangement Description: Pay \$100 every billing period

I, ASHLEY MARIE HENDERSON ("customer"), agree to make remaining payment of \$587.51 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.


Ashley Henderson (Mar 28, 2023 09:20 PDT)
Customer Signature

03/28/23
Date

SCANNED
3/29/23

FILE COPY

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: Carrie Date Approved: 3.31.23 PA #: 20232

Comments: _____



MANAGING RESOURCES FOR A BETTER FUTURE

PAYMENT PLAN AGREEMENT

Customer Name: BRENDA SANCHEZ

Property Address: 554 HUNTINGTON AVE S

Account No: R20556.01 **Date:** 3/29/2023


Current Account Balance: \$ 1073.37

Payment Amount: \$0.00

Payment Arrangement Description: Full balance to be paid by 5/15/2023 

I, Brenda Sanchez ("customer"), agree to make remaining payment of \$1073.37 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.


Brenda Zelaya (Mar 29, 2023 11:59 PDT)
Customer Signature

3/29/2023
Date

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: Liz Yang  Date Approved: 3/29/2023 PA #: 20233

Comments: 1st S-Account R20556.01 - Adj Balance to be paid in full by 5/15/2023

FILE COPY
SCANNED
4/3/23

PAYMENT PLAN AGREEMENT

Customer Name: JESSICA MUNOZ

Property Address: 233 SUNSET DR S

Account No: R10980.02 Date: 3/29/2023

Current Account Balance: 1,039.33

Payment Amount: 0

Payment Arrangement Description: **Pay \$200 on the 1st of every month**

I, JESSICA MUNOZ ("customer"), agree to make remaining payment of 1,039.33 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.

Jessica Munoz
Jessica Munoz (Mar 29, 2023 15:29 PDT)
Customer Signature

3/29/2023
Date

FILE COPY

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: liz Date Approved: 3/29/2023 PA #: 20234

Comments: pay \$200 on 4/1/23, pay \$200 on 5/1/23, pay \$200 on 6/1/23

SCANNED
4/3/2023

pay \$200 on 7/1/23, pay \$200 on 8/1/23 as well as keep current with new bills

PAYMENT PLAN AGREEMENT

Customer Name: MONTY STERNS

Property Address: 697 S ALPINE WAY, MADERA, CA 93636

Account No: R20432.01 **Date:** 03/31/23

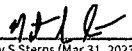
Current Account Balance: 1032.50

Payment Amount: 250.00

Payment Arrangement Description: Balance To Be Paid In Full By 07/31/23

I, MONTY STERNS ("customer"), agree to make remaining payment of 250.00 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.


Monty S Sterns (Mar 31, 2023 15:49 PDT)
Customer Signature

03/31/23
Date

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: Paige Date Approved: 3/31/2023 PA #: 20235

Comments: _____

SCANNED

FILE COPY

PAYMENT PLAN AGREEMENT

Customer Name: JESUS MEDINA

Property Address: 973 HIGHLAND ROAD W

Account No: R20802.01 Date: 4/10/2023


Current Account Balance: \$763.91

Payment Amount: \$0.00

Payment Arrangement Description: Full balance to be paid by 8/30/2023

I, JESUS MEDINA ("customer"), agree to make remaining payment of \$763.91 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.


Jesus Medina (Apr 10, 2023 16:44 PDT)

Customer Signature

4/10/2023

Date

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: Liz Yang Date Approved: 4/10/2023 PA #: 20236

Comments: Open balance of \$763.91 is to be paid in full by 8/30/2023

PAYMENT PLAN AGREEMENT

Customer Name: KELLIE MAURINE NEELEY

Property Address: 365 TRAVERSE DRIVE S

Account No: R21018.01 **Date:** 04/09/2023

Current Account Balance: 825.39

Payment Amount: 0

Payment Arrangement Description: 825.39 TO BE PAID BY JULY 31, 2023

I, KELLIE MAURINE NEELEY ("customer"), agree to make remaining payment of 825.39 to Root Creek Water District, I acknowledge and agree that I will pay the final payment of if and agree that my service may be subject to discontinuance I do not comply with this Payment Agreement or do not keep current my account for water service as charges accrue in each subsequent billing period. Please be advised that any account for water service that has been discontinued for nonpayment of bills, will be subject to a fee for reconnection of service. Upon termination of this Payment Agreement, by completion pursuant to scheduled dates or through customer default on the terms and conditions of this Agreement, the remaining balance shall become due and subsequent billing shall require payments pursuant to Root Creek Water District's then current and approved Rate Schedule.

By signing below, I acknowledge and agree that I have committed to Payment Arrangements for my delinquent utility bill to avoid any further administrative late fees and discontinuance of service. I acknowledge and agree that if arrangements are broken; my utility account will revert back to delinquent status and will be subject to said administrative fees along with discontinuance of service until the account has been satisfied by the utility company.

Kellie Maurine Neeley
Kellie Maurine Neeley (Apr 9, 2023 12:04 PDT)

Customer Signature

04/09/2023

Date

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: Paige Y. Date Approved: 4/8/2023 PA #: 20237

Comments: KELLIE.NEELEY@CDCR.CA.GOV

\$206 A MONTH FOR 4 MONTHS AS WELL AS KEEPING CURRENT WITH NEW BILLS



Project Number 8295T

Revision B

Project Description District Spare Parts
 Company Root Creek Water District
 Billing Address PO Box 27950
 Fresno, CA 93729
 Payment Terms 100% at acceptance (Net 30)

Publish Date 03/27/2023
 T&M / Fixed Price / Budget FP
 Contact Julia Berry
 Shipping Address PO Box 27950
 Fresno, CA 93729

Line Item Description	Taxable	Non Taxable
Root Creek Water District critical spare parts list pricing and availability listed in attached BOM.	\$175,750.17	\$0.00
Total	\$175,750.17	\$0.00

Freight not included (if applicable)

Conditions

- This quote is based on current costs of equipment and materials, after acceptance of this quote, any cost increase due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc. will be in addition to this quotation
- All work will be performed during Seller's standard working hours. Buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without Seller's written permission.

Sum of Taxable \$175,750.17
 Sum of Non Taxable \$0.00
 Pretax Total \$175,750.17

Tax: TBD. Please submit any resale certificates or tax exemption certificates at time of order.

Total with tax: TBD.

This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.

Customer Signature: _____ Name: _____

Date: _____ PO: _____

Industrial Control & Design Standard Terms and Conditions:

All sales of services or materials by Seller are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

SCOPE. Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

CHANGE ORDERS. If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

PAYMENT TERMS. Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

INSURANCE. Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

FREIGHT. Unless otherwise stated in this Agreement, Seller's prices do not include crating or freight. Buyer shall bear the risk of loss or damage to any equipment at such time as said equipment leaves Seller's shop.

SCHEDULING. Any estimate of time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's credit worthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. Buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

PAST DUE ACCOUNTS. For the performance of the services, Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller reserves right to shorten payment terms to Net 0 on unbilled milestones if Buyer's account becomes past due at any time during project timeline. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

CONTRACT TERMINATION. Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, then Buyer shall provide Seller 5 days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost or expense in connection with the work, plus any accrued finance charges resulting from late payment of invoices, through the date of termination. Additionally, upon termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming and documentation completed to the date of termination of this Agreement.

WARRANTY. Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard over-time rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if Buyer's account with Seller becomes past due.

EQUIPMENT WARRANTIES. Seller will use its best effort to obtain applicable warranties from all equipment manufacturers for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

NO SOLICITATION OR HIRING. Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to three times the employee's annualized salary.

INTELLECTUAL PROPERTY. All documents (including, but not limited to, proposals, price sheets, drawings and specifications), software and other information or inventions prepared or disclosed by Seller shall remain the sole intellectual property of the Seller. Following acceptance and final payment, Seller shall grant Buyer a non-transferable, non-exclusive license to use such materials for the Buyer's internal purposes only.

ATTORNEY'S FEES. If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

INDEMNITY. Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller.

THIRD-PARTY BENEFICIARIES. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement or the performance or nonperformance of the services and materials supplied under this Agreement.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Buyer and Seller.

CHOICE OF LAW/VENUE. California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.

FIELD WIRING. It will be the responsibility of the Buyer to ensure that all field wiring is conducted in accordance with all applicable Electrical Codes. Seller cannot be held responsible for system's performance if any wiring by others is not in compliance with said codes and Seller's engineered schematics.

TAXES. Unless otherwise stated in this Agreement, Seller's prices do not include sales, use, or similar taxes.

Root Creek Water District: ICAD Recommended Critical Spares List									
Lead Time	WWTP	WSS	Well 1	Well 2	Well 5	Qty.	Part	Unit Cost	Total Cost
8 Weeks		x				1	Contactors, IEC, 60A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 159.53	\$ 159.53
1 Weeks		x				1	Current/Ground Fault Sensing Module (10...100 A) Mounts to 100-C60...C97 contactor	\$ 261.28	\$ 261.28
17 Week	x					1	Stratix 2000 Switch, Unmanaged, 16 Copper Ports	\$ 731.90	\$ 731.90
17 Week	x		x	x	x	1	Stratix 2000 Switch, Unmanaged, 8 Copper Ports	\$ 261.82	\$ 261.82
1 Week	x		x	x	x	1	1P, 20 A, Circuit Breaker	\$ 29.23	\$ 29.23
1 Week	x	x	x	x	x	2	120VAC GFI Receptacle	\$ 62.13	\$ 124.25
3 Weeks	x					1	IS Barrier for 4-20mA signal from level transmitter(s). 2 channels.	\$ 469.22	\$ 469.22
3 Weeks	x					1	IS Barrier (formerly 897H-G232)	\$ 346.92	\$ 346.92
1 Week	x	x	x	x	x	2	Cold Junction Connector	\$ 180.98	\$ 361.96
1 Week	x	x	x	x	x	2	Right End Cap/Terminator	\$ 53.04	\$ 106.08
8 Week	x					1	Contactors, IEC, 9A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 31.20	\$ 31.20
8 Weeks	x					1	Contactors, IEC, 23A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 50.80	\$ 50.80
4 Week	x					1	Contactors, IEC, 55A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 149.47	\$ 149.47
13 Weeks	x	x				3	EtherNet/IP Communication Module	\$ 321.81	\$ 965.44
1 Week	x	x				3	4 IN / 3 Out Control Module, 120V AC	\$ 281.22	\$ 843.66
12 Weeks	x					1	Contactors, IEC, 9A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 24.33	\$ 24.33
12 Weeks	x					1	Contactors, IEC, 23A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 24.33	\$ 24.33
8 Weeks	x					1	Current/Ground Fault Sensing Module (0.5...30 A) Mounts to 100-C09...C23 contactor	\$ 140.98	\$ 140.98
8 Weeks	x					1	Current/Ground Fault Sensing Module (6...60 A) Mounts to 100-C30...C55 contactor	\$ 201.50	\$ 201.50
1 Week	x	x	x	x	x	3	IEC Contactor for site lights, 30A, 110V 50Hz / 120V 60Hz, Single Pack	\$ 70.56	\$ 211.69
8 Weeks	x	x	x	x	x	2	4 Channel Analog Current/Voltage Isolated Input Module	\$ 1,442.08	\$ 2,884.17
1 Week	x	x	x	x	x	2	16 Point 24 VDC Sinking/Sourcing Input Module	\$ 372.11	\$ 744.23
25 Weeks			x	x	x	1	Compact I/O RTD/Resistance Input Module	\$ 1,635.23	\$ 1,635.23
1 Week	x	x	x	x	x	2	CompactLogix 5370 L2, 16 DC In, 16 DC Out, 4 Univ. Analog In, 2 Analog Out, 4 HSC	\$ 4,082.10	\$ 8,164.21
9 Weeks	x	x	x	x	x	2	PanelView Plus Display Touch Screen, 12.1-inch TFT Display, High Bright	\$ 8,383.58	\$ 16,767.16
8 Weeks	x	x	x	x	x	2	PanelView Plus 6 Logic Module	\$ 4,750.96	\$ 9,501.92
3 Weeks			x		x	1	Three-Phase Line Reactor, NEMA 1 Enclosure, with Flag Terminals, 400 Amps, 0.105 mh	\$ 3,487.75	\$ 3,487.75
4 Weeks			x		x	1	140G - Molded Case Circuit Breaker, M frame, 100 kA, T/M - Thermal Magnetic, Rated Current 600 A	\$ 5,553.17	\$ 5,553.17
3 Weeks	x	x	x	x	x	4	3-Ph Fuse Holder, Midget Fuses, 30A and LED Blown Fuse Indicator	\$ 29.65	\$ 118.58
30 Weeks			x		x	1	PowerFlex Dual-port EtherNet/IP Option Module	\$ 769.73	\$ 769.73
22 Weeks			x			1	PowerFlex 753 AC Drive, with Embedded I/O, Air Cooled, Open Type, 361 Amps, 300HP ND, 250HP HD, 48V	\$ 24,281.94	\$ 24,281.94
22 Weeks					x	1	PowerFlex 753 AC Drive, with Embedded I/O, Air Cooled, AC Input with Precharge, no DC Terminals, Open Type, 361 Amps, 300HP ND, 250HP HD, 48V	\$ 29,245.56	\$ 29,245.56
1 Week				x		1	Three-Phase Line Reactor, Open Style (AC Drive Reactors), 400HP, 480V	\$ 2,567.38	\$ 2,567.38
1 Week	x					1	Eaton HFD3100 100A, 3P, 600V, 250 VDC, 65 kAIC, Type HFD CB	\$ 1,373.38	\$ 1,373.38
1 Week	x					1	Lug kit for HFD3100	\$ 134.50	\$ 134.50
3 Weeks	x	x				1	Rotary Handle, 24" Black	\$ 284.54	\$ 284.54
3 Weeks	x					1	Eaton HFD3015L 15A, 3P, 600V, 250 VDC, 65 kAIC, Type HFD CB	\$ 2,252.21	\$ 2,252.21
5 Weeks	x					1	Eaton HFD3030L 30A, 3P, 600V, 250 VDC, 65 kAIC, Type HFD CB	\$ 2,252.21	\$ 2,252.21
3Weeks	x					1	Eaton HFD3040L 40A, 3P, 600V, 250 VDC, 65 kAIC, Type HFD CB	\$ 2,251.21	\$ 2,251.21
3 Weeks	x					1	Eaton HFD3080L 80A, 3P, 600V, 250 VDC, 65 kAIC, Type HFD CB	\$ 2,747.53	\$ 2,747.53
5 Weeks	x	x				1	400A, 65KAIC, 600vac, K-Frame MCB	\$ 4,774.61	\$ 4,774.61
10 Weeks				x		1	800A, 65KAIC, 600vac, M-Frame MCB	\$ 8,759.37	\$ 8,759.37
60 Weeks				x		1	Fuji Frenic Eco 450 HP VFD	\$ 27,974.28	\$ 27,974.28
1 Week				x		1	Ethernet IP comm card	\$ 889.91	\$ 889.91
10 Weeks	x					1	MOXA Industrial secure router switch with 8 10/100BaseT(x) ports, 2 1000BaseSFP slots, 1 WAN, Firewall	\$ 1,343.25	\$ 1,343.25
1 Week	x					1	Networking Switch Power Supply	\$ 81.00	\$ 81.00
10 Weeks	x	x	x	x	x	2	Spectracool 8000 BTU/hr A/C Unit	\$ 4,707.29	\$ 9,414.57

ITEM 6f.

Rootcreek Well 277 - MCC Procurement			
		ICAD	TESCO
Scope		Motor Control Center Generator Tap Box/Inlet Automatic Transfer Switch Low Voltage Transformer Load Center VFD HVAC System Controls Section	Motor Control Center Generator Tap Box/Inlet Automatic Transfer Switch Low Voltage Transformer Load Center VFD HVAC System Controls Section
Schedule	Submittal Preparation	Initial equipment submittal provided 5 - 7 weeks after receipt of purchase order and approval of credit terms.	Initial equipment submittal provided 12 - 16 weeks after receipt of purchase order or written notice of intent.
	Equipment Lead Times	Lead times for major electrical components exceed 80 weeks , accurate lead times will be provided once Purchase order is issued.	Initial shipments anticipated to commence approximately 16 to 48+ weeks (minimum) after submittal approval.
Cost	Labor, Materials, Tax	\$ 473,429	\$ 360,000
	Freight	Included in Quote.	Not Included in Quote.

ITEM 6f.



Corporate Office
 8440 Florin Road, Sacramento, CA 95828
 P.O. Box 299007, Sacramento, CA 95829
 PH: 916.395.8800 FX: 916.429.2817

To: Provost & Pritchard
 Attn: Hannah Camp
 Re: **Root Creek Water District
 Ag Well 277 Conversion**

Quote Date: 3/2/2023
 Quote No.: **23C024Q01**
 Bid Date: 3/3/2023

Thank you for your continued interest in TESCO products, services, and solutions. Only the materials/services listed in the below scope are quoted in general conformance with the requirements of the applicable portions of sections: **Spec: 26 24 19 & Drawings E-01 thru E-09**

Item	Qty	Description
1	1	<p>Motor Control Center to include:</p> <ul style="list-style-type: none"> ▪ Custom TESCO Freestanding NEMA 3R – Powder Coated Galvanized Enclosures (6-Sections) ▪ Provisions for 800 Amp Utility Metering ▪ 800 Amp Main Disconnect Circuit Breaker with Mechanical Interlock ▪ 800 Amp Generator Tap Box Circuit Breaker ▪ Distribution Circuit Breakers as Required ▪ Surge Protection Device ‘SPD’ ▪ 800 Amp Automatic Transformer Switch ‘ATS’ ▪ 800 Amp Thermal Magnetic Circuit Breaker ▪ 450HP Variable Frequency Drive ‘VFD’ with Programmable Keypad (Allen Bradley PowerFlex 755) ▪ Bypass Contactor ▪ Line & Load Reactors ▪ Pump Controls ▪ Control Power Transformer ▪ 30KVA Transformer ▪ Panelboard ‘A’ ▪ Surge Arrestor ▪ Power Supplies ▪ Programmable Logic Controller ‘PLC’ (Allen Bradley CompactLogix) ▪ Operator Interface Terminal ‘OIT’ (Allen Bradley PanelView) ▪ Modem / Router ▪ Cellular Gateway ▪ Three-(3) Unmanaged Ethernet Switches (Stratix) ▪ Three-(3) Ethernet to Fiber Converters ▪ Three-(3) Ethernet Splitters ▪ Fiber Patch Panel ▪ Two-(2) 1000VA Uninterruptible Power Supplies ▪ Two-(2) Duplex Convenience Receptacles ▪ 11,000 BTU Externally Mounted Air Conditioner (Kooltronic) ▪ 7,000 BTU Externally Mounted Air Conditioner (Kooltronic) ▪ Panel Fan Kits ▪ Panel Lights and Switches ▪ Panel Heaters and Thermostats ▪ Nameplates, Terminal Blocks and Relays as Required

Drawing(s)
 E-02, E-03,
 E-07

Item	Qty	Description
2	1	<p>Generator Tap Box to include:</p> <ul style="list-style-type: none"> ▪ Freestanding NEMA 3R – Powder Coated Galvanized Enclosure (1-Section) ▪ 800 Amp Cam Lock Connectors ▪ Nameplates as Required
		<p><u>Drawing(s)</u> E-02, E-03, E-07, E-08</p>
3	Lot	<p>Professional Services:</p> <ul style="list-style-type: none"> ▪ Engineering (Submittals and O&M Manuals) ▪ Project Management ▪ Manufacturing Services – Fabrication, Manufacturing, Assembly, Equipment Wiring and Factory Testing ▪ Networking/Communications/Telemetry <ul style="list-style-type: none"> ▪ In-House Network Equipment Testing (No Configuration) ▪ On-Site Product Startup & Testing Services
		<p>TOTAL (including applicable sales tax & freight): \$360,000.00</p>

See Next Page for Project Bid Clarifications

Project Bid Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - **Fiber Optic Cable Terminators, Terminations and Testing by Others**
 - **All Instrumentation by Others (Confirmed by Provost & Pritchard)**
 - **Cellular Gateway & Modem / Router Manufacturer Desired is Not Defined (Assumptions Made)**
 - **Disconnect Switches, Pull Boxes and Junction Boxes by Others**
 - **AC-Unit Sizing Pre-Determined by Provost & Pritchard (Heat Calculations Completed to Date)**
 - **WTP Operations Headquarters Network Hardware Shown on Drawing E-07 Not Required**
 - **Design Modification:**
 - **800 Amp Circuit Breaker Shown Within the Generator Tap Box is Being Moved to the Motor Control Center (TESCO Suggestion to Move the Gen Tap Box Breaker and Add a Mechanical Interlock) – ATS is Being Used for a Future Permanent Generator**
 - **Additional Professional Services & Equipment Not Defined or Included by TESCO:**
 - **System Studies (Arc-Flash, Short Circuit & Coordination), Interconnection Wiring Diagrams, Loop Diagrams, Seismic Calculations, Heat Calculations, Witnessed Factory Testing, PLC/OIT/SCADA Programming, Network Hardware Configuration, Witnessed Factory Testing, Training, Spare Parts and Extended Warranties**
 - **Acceptance of Components & Equipment Layout Based on Design Review with Provost & Pritchard**
 - **ATS (Eaton, ASCO, ABB Zenith and Cummins Approved)**
 - **Circuit Breakers, Transformers and Panelboards (Eaton, Square D, Allen Bradley, Siemens, Etc. Approved)**
 - **MCC Layout (TESCO Approved – Cable Connected)**
 - **Unmanaged Ethernet Switches (Stratix, RedLion / N-Tron or Cisco)**
- Conduit, field wire, tubing, or basic trade installation materials (brackets, j-box, stanchions, pull-box, etc.)
- Instrumentation mounting components, brackets, stanchions, sunshields, etc.
- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- **Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.**
- Electrical interconnection diagrams for equipment not furnished by TESCO.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by TESCO.

See Next Page for Terms and Conditions

Terms and Conditions

- Quote is firm for 60 days unless otherwise stated.
- **Submittals: Initial equipment submittal(s) to be provided approximately 12-16 weeks after receipt of purchase order or written notice of intent; however, submittal(s) is/are contingent on supply-chain availability and variability for material components, which may impact material item selections affecting submittal lead-times, and therefore lead-times are subject to change without notice.**
- **Delivery: Initial shipment(s) anticipated to commence approximately 16-48+ weeks minimum after submittal approval; however, delivery schedule(s) is/are contingent on supply-chain availability and variability for material components, and therefore lead-times subject to change without notice.**
 - **Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change without notice.**
 - **Vendor Lead Time Constraints Currently Exist on Numerous Components Required for this Project Design (Updated Vendor Lead Times Will Occur After Submittal Approval & Finalized of the Design Needs)**
 - **Allen Bradley PLC Hardware is Currently Unavailable with No Confirmed Date for Availability (To Be Determined)**
- Addendums Acknowledged: **0**
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS



Tim Fassio
Water/Wastewater Sales Estimator
tfassio@tescocontrols.com

Memorandum

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

From: Brian Ehlers

Subject: Status report for Activities through the first week April 2023

Date: April 11, 2023

Riverstone Development

Construction status:

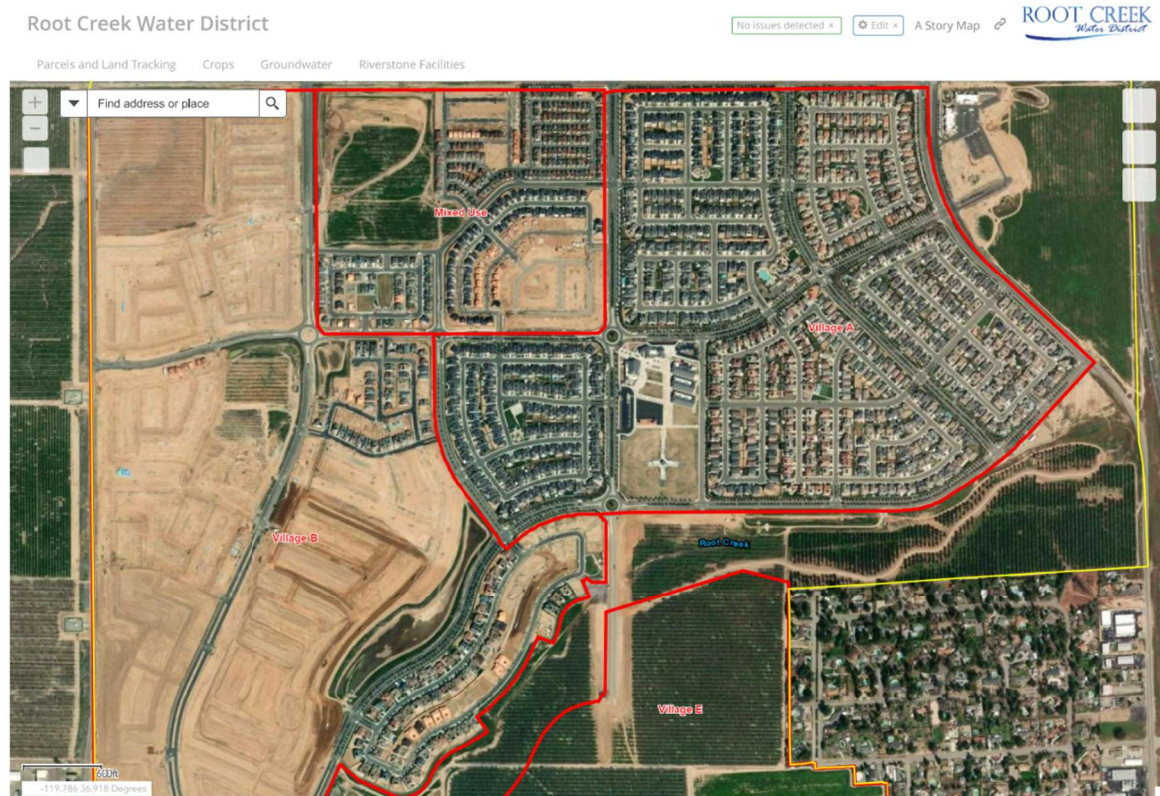
1. **Municipal Well 5** – Filed notice of completion. Continue in discussions with DDW on update of the District's permit.
2. **Waste Water Treatment Plant Expansion** – Both treatment trains up and running. Contractor is responding to punch lists items. Contractor modified screens to make more functional. Continuing to evaluate. Ceramic filters in dry pack unit continue to be monitored.
3. **WasteWater Treatment Plant Dry Pac** - Nothing to report.
4. **Sequestering Study** – The pilot study continues.

Projects in Design

Project Status:

1. **Wastewater Treatment Expansion**
 - a. **Disinfection** – will start to initiate development of plans.
 - b. **Planning for expansion past 400K a day** -Have started on this task. Have initiated planning and development of alternatives report. Recommend that staff and operators tour potential operating plants. Expect document for review in the fall this year.
2. **Well 277** - Have completed layout of project features. 75% plan set submitted to District for review. Electrical equipment procurement requested. Issues to be resolved include:
 - a. PG&E service,
 - b. blending facility being operational.
 - c. Awarding contract from informal bids on electrical equipment requested due to estimated long lead times
3. **Well 6** – Stopped work.

4. **Groundwater Blending Facility** - Preparing 90 Percent Design Documents.
Initiated work on Final Design Documents and prepared structural and electrical drawings.
5. **Irrigation system expansion** – Contractor executed contract. Awaiting bond documentation prior to notice to proceed. Held pre-construction meeting. Awaiting approval by landowners of easement agreements and upon execution of documents tree removal.
6. **80-acre recharge basin** –Nothing to report.
7. **Proposition 1 Grant Administration** – Contract with DWR complete. Have initiated and submitted first quarterly report and pay estimate.
8. **Status of current development**



9. **Developer Reviews** –
 - a. Received, Reviewed and Responded to the following submittals:
 - i. Village B
 - a. Parcel 1-Precision - Bonadelle
 - b. Parcel 2-4 Precision – Granville Homes

- c. Parcel 5-7 – Precision – Wathen
- d. Parcel 8-10 – Harbour – Wilson
- e. Parcel 11-Woodside-Land Design
- d. Parcel 14 -17, 21 – Lennar; QK
- ii Village E
 - e. Backbone-Precision
 - f. Phase 1-Precision
 - g. Phase 2 Precision
 - h. Phase 3A Precision
 - I. Phase 3B-Precision

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

b. Village B

- i. Parcel 32 Bonadelle
- ii. Parcel 26, 27, 28 Lennar
- iii. Parcel 10 Wilson
- iv. Parcel 11 Woodside
- v. Parcel 22 Wilson
- vi. Parcel 5-7 Wathen
- vii. Parcel 2-4 Granville
- viii. Parcel 14-17, 21 Lennar

Issues – Road 40 issues continue. BCI the Wathen subcontractor for the sewer line under Road 40 pursued removal of the backfill in the trench on April 5. In an effort to help with the construction, the District offer to drain the irrigation pipeline so as to reduce the weight of the pipe crossing the open trench. The ag pipeline was drained on April 3. Photographs taken during construction do not appear to show the pipe supported during construction. A request was made to not slurry around the municipal pipeline. After much conversation and documentation the request was honored. Construction specifics have yet to be received. Upon refilling the ag pipeline an air release valve broke and leakage from the stand was reported on Friday April 7. The ball valve isolating vale was closed later that day.

10. Other Subjects

- a. Acquisition of construction in progress – At request of Legal counsel work with Precision Engineering to develop deeds and easement for transfer of properties.
- b. Infrastructure – Gather shape files from developers to build a GIS map of facilities.
- c. Execution and acceptance of developer in tract improvements

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



March 28, 2023

Re: Aggregated Farm Gate Delivery Reports (AB 1404) Reporting for 2022 Due April 1, 2023.

Dear Agricultural Water Supplier,

This letter is to remind agricultural water suppliers of the annual Aggregated Farm Gate Delivery Report Form submittal requirements and date.

Agricultural water suppliers who supply 2,000 acre-feet or more of irrigation water or water to 2,000 or more irrigated acres are required to submit to the California Department of Water Resources (DWR) an annual report on the aggregated volume of water they delivered to agricultural customers within their service area by **April 1st** of each year for the previous calendar year.

This report must be submitted electronically and report on the aggregate volume of water delivered to land overlying each groundwater basin(s) or sub-basin(s) within the agricultural water supplier's service area.

Please submit your form via the on-line submittal on DWR's WUEData Portal available at:

https://wuedata.water.ca.gov/secure/login_auth.asp?msg=inactivity&referer=%2Fsecure%2FDefault%2Easp).

Resources:

- To identify groundwater basins or sub-basins within your service area, please see DWR's groundwater interactive map available at: <https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#gwlevels>
- Additional information on groundwater basins can be found in DWR's Bulletin 118 at: <https://water.ca.gov/Programs/Groundwater-Management/Bulletin-118>
- For additional information on Aggregated Farm Gate Delivery Reporting, please visit: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Agricultural-Water-Use-Efficiency>, under the "Aggregated Farm Gate Delivery Reporting" tab.

If you have any questions, please feel free to contact: agwue@water.ca.gov.

Sincerely,

Jennifer Morales

Jennifer Morales
Supervisor, Agricultural Water Use Efficiency Unit



March 2023 Operational Report

Water Meter Connections:	Feb	Mar	Billed	Feb	Mar	Sum
Residential	1,014	1,061	Residential	927	459	1,386
Model Homes	18	18	Builder	18	26	44
Commercial	15	15	Models	3	0	3
Irrigation	60	60	Commercial	15	0	15
Agriculture	5	5	Landscape Irr.	0	61	61
Well Sites	6	6	Total	963	546	1,509
Total	1,118	1,165				

System Operating Pressure: (psi)

	Feb	Mar
High:	66	63
Low:	42	46
Avg:	56	55

Well Production: (Gallons)			kWh		Gallons per kWh	
	Feb	Mar	Feb	Mar	Feb	Mar
Well # 1	3,000,000	3,000,000	8,934	8,934	336	336
Well # 2	6,154,000	3,382,000	9,213	9,213	668	367
Well # 5	4,331,790	3,377,490	13,130	8,267	330	409
	13,257,000	9,759,490	31,277	26,414		

**Feb/Mar usage for Well # 1 is estimated.*

Water Deliveries:	Feb	Mar
Municipal	5,385,600	5,675,824
Landscape Irrigation	299,948	431,596
Commercial	297,704	319,396
Agriculture		
Construction	2,468	48,620
Other*		
Total	5,985,720	6,475,436

Waste Water: (Gallons)			kWh		Gallons per kWh	
	Feb	Mar	Feb	Mar	Feb	Mar
Volume treated	5,571,561	5,980,670	50,194	46,435	111	129
Average daily volume	198,984	213,595				

Waste Water:	Feb	Mar
Peak Day Flow: (Gallons)	273,498	247,595