



MANAGING RESOURCES FOR A BETTER FUTURE

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BRIAN EHLERS, DISTRICT ENGINEER
FRANK SPLENDORIO, LEGAL COUNSEL

REGULAR MEETING OF THE BOARD OF DIRECTORS

**will be held on
Monday, April 13, 2026
11 a.m.**

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

1. CALL TO ORDER

2. ADDITIONS TO THE AGENDA

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

3. PUBLIC COMMENT

Members of the public may address the Board on any matter related to the District that is not included on the Agenda. Comments are limited to three (3) minutes per person.

4. CONVENE INTO CLOSED SESSION

- a. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1))
- b. Liability Claims (Government Code section 54956.95)
Claimant: Madera Irrigation District
Agency claimed against: Root Creek Water District

5. REPORT FROM CLOSED SESSION

6. 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.)

7. CONSENT CALENDAR – Review and Consider for Action:

- a. Approval of the minutes of the Board Meeting on March 9, 2026
- b. Acceptance of the financial statement for the month of February 2026
- c. Approval of customer installment payment plans for delinquent accounts

8. CORRESPONDENCE

Members of the Board or Staff may present any correspondence received on matters relating to the District.

9. BOARD ACTION ITEMS

- a. **Fines and Penalties Appeals Policy** - Review and consider action to adopt a District Fines and Penalties Appeals Policy.
- b. **Revised Report of Waste Discharge** – Review and consider action to approve the General Manager, to sign task order in a form approved by District Counsel, with Provost & Pritchard to draft and submit a revised Report of waste Discharge, an amount not to exceed \$64,000.00 and make a budget adjustment accordingly. *Budget Item (620.04-3)*
- c. **Engineering Design Services, Sewer Lift Station** – Review and consider action to approve the General Manager, or her designee, to sign task order in a form approved by District Counsel, with Provost & Pritchard for design of a sewer lift station for Riverstone Village C in the amount of \$168,000.00 and make a budget adjustment accordingly. *Budget Item (620.04-3)*
- d. **MID Assessment (EDU Payment)** - Review and consider action to approve a budget adjustment in the amount of \$80,826.84 for payment to MID for past annual EDU Assessments and to make a budget adjustment accordingly. *Budget Item (520.01-2)*
- e. **MK Election Services** – Review and consider action to approve the General Manager, or her designee, to approve the contract with MK Elections Services, LLC for election services under the direction of the General Manager, in a form approved by District Counsel, in the amount of \$15,970.00 and make a budget adjustment accordingly. *Budget Item (620.03-1)*
- f. **MK Election Services** – Review and consider action to approve the General Manager, or her designee, to approve the contract with MK Elections Services, LLC for Proposition 218 election services under the direction of the General Manager, in a form approved by District Counsel, in an amount not to exceed \$33,000.00 and make a budget adjustment accordingly. *Budget Item (620.03-1)*
- g. **Municipal Well Investigation** – Review and consider action to approve the General Manager, or her designee, to approve the contract with Provost and Pritchard for engineering services in a form approved by District Counsel, in an amount not to exceed \$65,000.00 and create a new budget item. *Budget Item (900.15)*

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

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

11. LEGAL COUNSEL REPORT - The Board may take action on any of the following:

- a. Legislation
- b. Other District Matters

12. GENERAL MANAGER'S REPORT - The Board may take action on any of the following:

a. General Operations

13. 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) 283-8011 or P.O. Box 27950, Fresno, California 93720, at least 48 hours before a District meeting.

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$250 (aggregated) to a Board Member over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Board member(s). The disclosure may be made either in writing to the Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.

March 17, 2026

VIA E-MAIL AND U.S. MAIL

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

info@rootcreekwd.com; with copies to
James Gilpin James.Gilpin@bbklaw.com
Whitney Saraka Whitney.Saraka@bbklaw.com

Re: Government Claim to Root Creek Water District from Madera Irrigation District

Our office has been authorized to send this correspondence on behalf of Madera Irrigation District. Although a government claim is not required pursuant to *Krainock v. Superior Court* (1990) 216 Cal.App.3d 555, 562, and Madera Irrigation District has sent prior correspondence outlining its position, in an abundance of caution, the Madera Irrigation District presents the following government claim:

BACKGROUND

The Agreement at issue in this government claim is dated March 13, 2002. A true and correct copy of the March 13, 2002 Agreement between MID and RCWD is attached hereto as **Exhibit A**. (“Agreement” or “2002 Agreement”) The Agreement states that it would be effective upon the date the parties executed it, March 13, 2002, and it “shall terminate on February 28, 2026,” (Agreement, Art. II, § 1), a period extending approximately 23 years and 11 months. A party may declare one year in advance that it intends to renegotiate the Agreement:

Upon date of termination, this Agreement shall be automatically renewed on the same terms and conditions, except as changes to the Agreement are necessary to reflect change in MID’s CVP Long-Term Water Supply Contract. Either Party may provide notice of intent to negotiate revised terms for renewal, provided that such notice is made at least one year prior to the expiration of this Agreement.
(Agreement, Art. II, § 3, emphasis added.)

CONVEYANCE CAPACITY AND CAPACITY CHARGES DURING THE LIFE OF THE AGREEMENT

The Agreement states RCWD is entitled to certain capacities in Lateral 6.2 and the Madera Canal that were being unused by MID (the “Reserved Capacities”) for delivery of third-party water supplies to RCWD at Turnout 1-A. (Agreement, Art. III §§ 1(a), 1(b), 2.)

In exchange for this reservation of capacity, RCWD agreed to pay to MID several categories of fees: (i) Fixed Reimbursement Payments, (ii) One-Time Impact Fees, and (iii) Recurring Annual Fees. (Agreement, Art III. § 1(d)(i).)

The Fixed Reimbursement Payments are fees that were paid “prior to the construction of residential and commercial development within the Village of Gateway,” and were “intended to reimburse MID for prior and anticipated administrative and legal costs incurred in the development, environmental review and administration of this and other agreements.” (Agreement, Art. III § 1(d)(i).) These fees are described in greater detail in Article III, Section 1(d)(i)(1) of the Agreement.

The two other fees are generally described in Article III, Section 1(d)(i) of the Agreement:

Commencing in the year 2004 . . . two other fees shall then be paid to MID by RCWD: an Impact Fee and an Annual Assessment Fee. The Impact Fee shall be a one-time fee paid by RCWD at the time a building permit is issued for each Equivalent Dwelling Unit for the purpose of defraying all or a portion of the cost of MID facilities related to the development project. The Annual Fee shall be applied annually to all Equivalent Dwelling Units existing at that time.
(Agreement, Art III. § 1(d)(i).)

The One-Time Impact Fees are described in greater detail in Article III, Section 1(d)(i)(2) of the Agreement, and, thus far, are not at issue in this Cross-Complaint or the underlying Complaint.

ANNUAL ASSESSMENT FEES (AAFs)

MID contends that AAFs are triggered upon **issuance of a building permit**, not upon issuance of a certificate of occupancy, as RCWD claims. The Agreement states that the Annual Fee “shall be applied annually to all Equivalent Dwelling Units existing at that time,” referring to the time a building permit is issued (Article III, § 1(d)(i)). This is consistent with when the Madera County Assessor adds a parcel to the tax roll, upon building permit issuance, not completion of construction. **MID asserts** that AAFs are triggered by building permit issuance, with payments due the following January 31 and May 31 of each year. Rates began at \$80.00/residential EDU and \$40.00/non-residential EDU in 2004 and increase 2% annually.

RCWD's interpretation would result in MID providing services to occupants without compensation during their first year or more of occupancy — an impermissible gift of public funds under Article XVI, Section 6 of the California Constitution. RCWD's own conduct from 2016

through 2020 confirms MID's position, as RCWD consistently paid AAFs based on building permits issued during that period.

The Annual Assessment Fees are described in further detail in Article III, Section 1(d)(i)(3) of the Agreement.

SALE OF MID WATER AND OPTIONS TO PURCHASE.

The Agreement provides RCWD the option to purchase two categories of water from MID: (i) Surplus Class 2 Water, a schedulable water supply that develops very infrequently, and (ii) Uncontrolled Season Class 2, a water supply that it usually available to MID in the form of releases to prevent flooding that is available to MID in virtually unlimited quantity but only for a limited period of time. (See Agreement, Art. IV § 1.)

The Agreement includes a formula for the price of water purchased by RCWD. (Agreement, Art. IV § 3(a).)

The components of the purchase price as specified in the above section are generally the same as those that comprise MID's Grower Rate. As a result, MID has used the Grower Rate plus \$50 per acre foot as the purchase price for RCWD under Section 3(a). The MID Grower Rate does not always encompass all the factors in Section 3(a). This is because MID's Grower Rate is oftentimes lower than these components because MID seeks to incentivize its growers to take surface water.

To receive the water supply provided under the Agreement, RCWD must make an annual option payment to MID to receive 10,000 AF. When RCWD purchases water from MID, the credits are applied against RCWD's purchase price. (*Id.*, § 2(d).) If MID makes water available to RCWD, but RCWD does not take the water, the "[o]ption payments by RCWD shall be forfeited at a rate of \$10.00 per acre-foot for water made available by MID but not taken by RCWD." (*Id.*, § 2(f).)

OPTION FEE FORFEITURE

Under Article IV, Section 2(f), option payments are forfeited "at a rate of \$10.00 per acre-foot for water made available by MID but not taken by RCWD." This provision contains no exception based on RCWD's infrastructure limitations or subjective reasons for not taking water.

During one eight-month uncontrolled season, MID made water available in unlimited quantities. RCWD, which has the capacity to receive approximately 100 AF/day (50 cfs), elected to take only 3,250 AF rather than the full 10,000 AF. RCWD had ample time and capacity to receive the full amount. RCWD's failure to take the full 10,000 AF was a choice, not a physical constraint.

RCWD is solely responsible for developing infrastructure adequate to receive water under the Agreement. It cannot avoid contractual forfeiture obligations due to its own decision not to build sufficient diversion capacity. MID has a right to payment of any/all forfeited option amounts per Article IV, Section 2(f).

THE 2002 AGREEMENT ONLY REQUIRES THAT AVAILABLE WATER BASED ON SPECIFIC DEFINITIONS AND CRITERIA BE SUPPLIED BY MID TO RCWD.

The 2002 Agreement establishes conditional, not absolute, water supply obligations based on specific availability criteria. Surplus Class 2 Water is explicitly conditional.

Under the Agreement, Article IV, Section 1.a.i states that Surplus Class 2 Water becomes available only “upon occurrence of... A determination by MID based on June 1 or later water supply conditions, that Class 2 Water available to MID, in combination with other supplies available to MID, has resulted in the ability of MID to transfer water to RCWD without impacting current or future deliveries to MID agricultural customers.” This clearly makes supply contingent on MID’s surplus determination. Uncontrolled Season Class 2 Water has similar limitations.

Article IV, Section 1.b, on page 12 of the 2002 Agreement, restricts availability to when there is an “MID determination that there is water in excess of MID’s ability to divert and deliver water to MID landowners, recharge facilities or storage facilities.”

The Option Payment structure confirms non-guaranteed supply: Article IV, Section 2.c, on page 13 of the 2002 Agreement, states in pertinent part, “Option payments are non-refundable and MID makes no guarantee that surplus water will be available in any year for purchase under these options.”

Also, a capacity reservation does not guarantee water availability. Article III, Section 2.c.ii, on page 11 of the 2002 Agreement, explicitly notes “use of capacity provided in this Agreement in the Madera Canal shall in no manner be construed as a warranty or covenant by MID that any water is available to be conveyed” and acknowledges availability “depends upon a variety of factors beyond MID’s control.”

The 2002 Agreement generally provides RCWD with first rights to purchase surplus water when available under defined conditions, not an unconditional supply obligation.

RCWD agrees to broad indemnification of MID (under the Agreement, Article V, Section 2.a). The Agreement states that execution by MID and all actions taken by MID under the Agreement are to be performed at RCWD's expense and risk. RCWD must defend, indemnify, and hold MID harmless against any loss, expense, damage, or liability of any kind whatsoever,

including attorneys' fees, arising out of or in connection with the sale or conveyance of water or any other action taken under the agreement.

CONVEYANCE CHARGES

Beyond the capacity reservation payments, RCWD was required to also pay MID actual conveyance charges for water it moves through MID's facilities. These are usage-based charges that vary with the volume of water conveyed.

For water moved through both the Madera Canal and Lateral 6.2, the conveyance charge is based on an annual cost per acre-foot rate determined each year from MID's budget for the upcoming year (Agreement, Article III, Section 1.d.ii(1)). This rate is designed to cover MID's costs, including operations, maintenance, and administrative costs of conveying water, including MID's proportionate share of costs for operating the Madera Canal, which is jointly operated with another agency through the Madera Chowchilla Water and Power Authority.

If Lateral 6.2 would not otherwise be operating and is run solely to serve RCWD, then the conveyance charge reflects the full operations cost of the lateral (Article III, Section 1.d.ii(2)). This ensures RCWD bears the incremental cost when it requires special operations.

The conveyance charge calculation is based on the amount of water actually delivered and measured at Turnout 1-A, plus the 3% carriage losses, or if RCWD is the sole user of Lateral 6.2, measurement is taken at the Madera Canal turnout structure (Agreement, Article III, Section 1.d.ii(3)). Payment is due within 30 days of the last day of the month in which water is delivered under Agreement, Article III, Section 1.d.ii(4).

For conveyance through the Madera Canal specifically, there is no additional charge to RCWD for water that RCWD has purchased directly from MID pursuant to other terms of the agreement (Agreement, Article III, Section 2.c.vi(1)). However, if the Madera Canal is operated solely for conveying water to RCWD, then RCWD pays all of MID's operations costs for the canal pursuant to Agreement, Article III, Section 2.c.vi(2). This ensures MID is not left holding costs for operations that only benefit RCWD.

AGREEMENT TERMINATION DATE

The Agreement expressly expired on February 28, 2026. MID provided timely written notice of intent to renegotiate in February 2025. RCWD stated it was not required to negotiate except if necessary to reflect change in MID's CVP Long-Term Water Supply Contract, which RCWD unilaterally decided was not necessary. Automatic renewal requires mutual assent and new consideration, neither of which exists here. As a public agency, MID is constitutionally

prohibited from gifting public funds; a perpetual renewal with fixed, non-inflation-adjusted payments would constitute such a gift.

In the alternative, MID asserts the right to rescission based on RCWD's failure to renegotiate as required, failure to pay amounts due, and failure of consideration. MID remains entitled to recover all amounts paid and owed as restitution.

RCWD BREACHED THE AGREEMENT

RCWD failed to perform its obligations under the Agreement, and such performance was not excused.

RCWD breached the Agreement, including Article II, Section 3, by declining to renegotiate except as necessary to reflect change in MID's CVP Long-Term Water Supply Contract, after receiving a request to renegotiate in February of 2025, **Exhibit C**.¹

RCWD breached the Agreement by not paying MID all amounts of the AAFs and other charges owed and billed to RCWD under the Agreement.

RCWD's breach caused MID to be deprived of more than \$545,502 in contract damages and interest under the Agreement.

MID performed its obligations under the Agreement. RCWD failed to perform its obligations under the Agreement, and such performance was not excused.

RCWD has retained AAFs owed to MID for water, unjustly enriching RCWD.

MID is entitled to restitution or alternatively disgorgement of the amounts unjustly retained by RCWD.

In the alternative to a declaration that the Agreement has terminated, the Agreement is subject to rescission.

¹ Notwithstanding the termination of the Agreement, MID has agreed to make surplus water available to RCWD on a continuing basis through MID's standard subbasin water and wheeling programs, subject to water availability and applicable out-of-district rates. This offer does not waive MID's position that the 2002 Agreement has expired.

AMOUNTS DUE AND OWING

RCWD currently owes MID **more than \$545,502**, plus accruing interest at 1% per month on delinquent balances from the respective due dates, pursuant to Agreement Article IV, Section 4(b).

REQUESTED RELIEF

MID formally demands that RCWD:

1. Pay the outstanding balance of **\$545,502 plus accrued interest** within **30 days** of this letter;
2. Acknowledge that AAFs are triggered by building permit issuance and reconcile all underpayments accordingly;
3. Pay all outstanding conveyance charges at MID's applicable rate;
4. Acknowledge that the 2002 Agreement expired on February 28, 2026 and renegotiate in good faith.

MID reserves its right to pursue all available legal remedies, including but not limited to breach of contract claims, declaratory relief, and claims for unjust enrichment and restitution.

DATED: March 17, 2026

ALESHIRE & WYNDER, LLP
Anthony R. Taylor
Christine M. Carson



Christine Carson
Attorneys for Madera Irrigation District

CMC
Enclosures

cc: Counsel for Root Creek Water District:
James Gilpin James.Gilpin@bbklaw.com
Whitney Saraka Whitney.Saraka@bbklaw.com

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2026

	Feb 26	Jan - Feb 26
Ordinary Income/Expense		
Income		
410 · Agricultural Revenues		
410.01 · Agricultural Surface Water Chgs	35,013.86	41,153.00
410.02 · Ag Recharge Fees-Includes Prepd	71,157.53	888,110.10
410.03 · Ag Capital Fee-Includes Prepaid	12,088.73	137,591.40
Total 410 · Agricultural Revenues	118,260.12	1,066,854.50
420 · Municipal Revenues		
420.02 · Municipal Water Utility Charges	267,113.12	477,097.31
420.03 · Municipal Storm Drain Charges	31,862.11	57,057.61
420.04 · Municipal Wastewater Charges	213,488.06	382,308.73
420.09 · Late Fees (Municipal)	5,884.05	10,480.58
425.02 · Municipal Water Hydrant Usage	9.13	25.53
Total 420 · Municipal Revenues	518,356.47	926,969.76
430.00 · Municipal Revenues-BuilderChrgs		
430.01 · Inspection Fees	10,355.40	14,508.96
Total 430.00 · Municipal Revenues-BuilderChrgs	10,355.40	14,508.96
480 · Other Sources Revenues		
480.01 · Assessments	23,964.84	23,964.84
480.03d · Grant Admin Costs	-7,141.00	-7,141.00
480.04 · Interest Income.	37,717.44	73,949.53
480.80 · Finance Charge income	24,109.38	24,119.71
Total 480 · Other Sources Revenues	78,650.66	114,893.08
Total Income	725,622.65	2,123,226.30
Gross Profit	725,622.65	2,123,226.30
Expense		
510 · Water Costs		
510.01 · Water Option Pymnt - MID	0.00	100,000.00
Total 510 · Water Costs	0.00	100,000.00
520.01 · MID Assessments	0.00	330,826.84
530.01 · MID Roof Top Fee	10,907.20	22,107.20
540 · System Maintenance		
540.01 · Chemicals	17,238.63	47,510.33
540.02 · Repairs & Maintenance	11,910.93	24,219.93
540.03 · Lab Analysis	-4,000.00	431.21
Total 540 · System Maintenance	25,149.56	72,161.47
550 · System Management		
550.01 · Operator Contracted	84,944.66	163,410.37
550.03 · Inspection Fees	56,550.54	64,655.55
550.04 · Hauling and Discharge	17,144.61	35,672.47
550.06 · Programming - IT	2,806.25	18,253.75
550.07 · Sewer Management	0.00	20,759.07
Total 550 · System Management	161,446.06	302,751.21
560.01 · Permits	1,287.79	7,940.93
570 · Groundwater Maintenance		
570.01 · Groundwater Measurements	10,390.33	10,390.33
570.02 · Groundwater Sustainability	9,864.70	16,600.81
Total 570 · Groundwater Maintenance	20,255.03	26,991.14

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
February 2026

	Feb 26	Jan - Feb 26
580 · Services		
580.01 · Power	66,667.99	145,446.38
580.02 · Communications	5,472.15	7,576.20
580.03 · Security	5,441.99	11,727.72
Total 580 · Services	77,582.13	164,750.30
610 · Marketing		
610.02 · Website	0.00	92.50
Total 610 · Marketing	0.00	92.50
620 · Professional Fees		
620.01 · Accounting	5,275.00	10,262.50
620.02 · Audit	15,000.00	15,000.00
620.03 · Administration	34,267.50	67,552.50
620.04 · Engineering	26,940.74	26,940.74
620.05 · Legal	10,840.50	14,879.71
620.06 · GIS Services	10,102.90	10,102.90
620.09 · Special Counsel	35,163.50	79,474.22
Total 620 · Professional Fees	137,590.14	224,212.57
640.01 · Membership dues	2,850.00	2,850.00
660 · General & Administrative Costs		
660.01 · Printing & Reproduction	234.25	234.25
660.03 · Conference & Meetings	0.00	191.97
660.06 · Postage	5.18	10.36
660.10 · Payroll Expenses	1,461.85	2,136.55
Total 660 · General & Administrative Costs	1,701.28	2,573.13
Total Expense	438,769.19	1,257,257.29
Net Ordinary Income	286,853.46	865,969.01
Other Income/Expense		
Other Income		
430.02 · Rooftop Fees	8,400.00	12,600.00
430.03 · Water Capacity/Connection Fees	42,339.00	66,369.00
430.04 · Wastewater Capacity/Connection	81,640.20	122,460.30
430.05 · Storm Drain Capacity/Connection	16,602.00	25,542.00
430.06 · Meter Installation Fees	13,087.49	18,730.98
480.02 · CFD Assessments	0.00	883,088.38
Total Other Income	162,068.69	1,128,790.66
Other Expense		
900.02 · Capital Expdtures-Water Meters	88,823.12	228,180.69
900.05 · New Well Construction	298.50	298.50
900.09 · Water Blending Facility	73,727.35	73,727.35
900.14 · Waste Water Ultimate Facility	1,348,909.73	2,190,187.79
900.90 · Capital Projects Admin Costs	49,296.20	92,909.32
990.01 · Transfers In	-537,271.88	-537,271.88
990.02 · Transfers Out	537,271.88	537,271.88
Total Other Expense	1,561,054.90	2,585,303.65
Net Other Income	-1,398,986.21	-1,456,512.99
Net Income	-1,112,132.75	-590,543.98

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual

January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
410 · Agricultural Revenues				
410.01 · Agricultural Surface Water Chgs	41,153.00	384,660.00	-343,507.00	10.7%
410.02 · Ag Recharge Fees-Includes Prepd	888,110.10	1,616,946.00	-728,835.90	54.9%
410.03 · Ag Capital Fee-Includes Prepaid	137,591.40	248,400.00	-110,808.60	55.4%
410.09 · Late Fees	0.00	30,000.00	-30,000.00	0.0%
Total 410 · Agricultural Revenues	1,066,854.50	2,280,006.00	-1,213,151.50	46.8%
420 · Municipal Revenues				
420.02 · Municipal Water Utility Charges	477,097.31	3,479,252.00	-3,002,154.69	13.7%
420.03 · Municipal Storm Drain Charges	57,057.61	354,802.00	-297,744.39	16.1%
420.04 · Municipal Wastewater Charges	382,308.73	2,377,316.00	-1,995,007.27	16.1%
420.09 · Late Fees (Municipal)	10,480.58			
425.02 · Municipal Water Hydrant Usage	25.53	45,000.00	-44,974.47	0.1%
Total 420 · Municipal Revenues	926,969.76	6,256,370.00	-5,329,400.24	14.8%
430.00 · Municipal Revenues-BuilderChrgs				
430.01 · Inspection Fees	14,508.96	400,000.00	-385,491.04	3.6%
Total 430.00 · Municipal Revenues-BuilderChrgs	14,508.96	400,000.00	-385,491.04	3.6%
480 · Other Sources Revenues				
480.01 · Assessments	23,964.84	314,721.00	-290,756.16	7.6%
480.03d · Grant Admin Costs	-7,141.00			
480.04 · Interest Income.	73,949.53			
480.80 · Finance Charge income	24,119.71			
Total 480 · Other Sources Revenues	114,893.08	314,721.00	-199,827.92	36.5%
Total Income	2,123,226.30	9,251,097.00	-7,127,870.70	23.0%
Gross Profit	2,123,226.30	9,251,097.00	-7,127,870.70	23.0%
Expense				
510 · Water Costs				
510.01 · Water Option Pymnt - MID	100,000.00	700,000.00	-600,000.00	14.3%
Total 510 · Water Costs	100,000.00	700,000.00	-600,000.00	14.3%
520.01 · MID Assessments	330,826.84	250,000.00	80,826.84	132.3%
530.01 · MID Roof Top Fee	22,107.20	694,400.00	-672,292.80	3.2%
540 · System Maintenance				
540.01 · Chemicals	47,510.33	325,000.00	-277,489.67	14.6%
540.02 · Repairs & Maintenance	24,219.93	400,000.00	-375,780.07	6.1%
540.03 · Lab Analysis	431.21	80,000.00	-79,568.79	0.5%
Total 540 · System Maintenance	72,161.47	805,000.00	-732,838.53	9.0%
550 · System Management				
550.01 · Operator Contracted	163,410.37	1,500,000.00	-1,336,589.63	10.9%
550.03 · Inspection Fees	64,655.55	555,379.00	-490,723.45	11.6%
550.04 · Hauling and Discharge	35,672.47	500,000.00	-464,327.53	7.1%
550.06 · Programming - IT	18,253.75	400,000.00	-381,746.25	4.6%
550.07 · Sewer Management	20,759.07	650,000.00	-629,240.93	3.2%
Total 550 · System Management	302,751.21	3,605,379.00	-3,302,627.79	8.4%
560.01 · Permits	7,940.93	40,000.00	-32,059.07	19.9%
570 · Groundwater Maintenance				
570.01 · Groundwater Measurements	10,390.33	25,000.00	-14,609.67	41.6%
570.02 · Groundwater Sustainability	16,600.81	75,000.00	-58,399.19	22.1%
Total 570 · Groundwater Maintenance	26,991.14	100,000.00	-73,008.86	27.0%
580 · Services				
580.01 · Power	145,446.38	850,000.00	-704,553.62	17.1%
580.02 · Communications	7,576.20	60,000.00	-52,423.80	12.6%
580.03 · Security	11,727.72	66,000.00	-54,272.28	17.8%
Total 580 · Services	164,750.30	976,000.00	-811,249.70	16.9%
610 · Marketing				
610.01 · Advertising	0.00	2,000.00	-2,000.00	0.0%
610.02 · Website	92.50	2,500.00	-2,407.50	3.7%
Total 610 · Marketing	92.50	4,500.00	-4,407.50	2.1%
620 · Professional Fees				
620.01 · Accounting	10,262.50	100,000.00	-89,737.50	10.3%
620.02 · Audit	15,000.00	15,000.00	0.00	100.0%
620.03 · Administration	67,552.50	325,000.00	-257,447.50	20.8%
620.04 · Engineering	26,940.74	150,000.00	-123,059.26	18.0%
620.05 · Legal	14,879.71	75,000.00	-60,120.29	19.8%
620.06 · GIS Services	10,102.90	30,000.00	-19,897.10	33.7%
620.09 · Special Counsel	79,474.22	200,000.00	-120,525.78	39.7%
Total 620 · Professional Fees	224,212.57	895,000.00	-670,787.43	25.1%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual

January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
630 · Consultants				
630.05 · MS4 Program	0.00	5,000.00	-5,000.00	0.0%
Total 630 · Consultants	0.00	5,000.00	-5,000.00	0.0%
640.01 · Membership dues	2,850.00	10,000.00	-7,150.00	28.5%
650.01 · Insurance	0.00	30,000.00	-30,000.00	0.0%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	234.25	1,000.00	-765.75	23.4%
660.03 · Conference & Meetings	191.97	3,300.00	-3,108.03	5.8%
660.04 · Travel	0.00	1,000.00	-1,000.00	0.0%
660.06 · Postage	10.36	2,500.00	-2,489.64	0.4%
660.08 · Email Hosting & File Storage	0.00	4,000.00	-4,000.00	0.0%
660.10 · Payroll Expenses	2,136.55	10,500.00	-8,363.45	20.3%
Total 660 · General & Administrative Costs	2,573.13	22,300.00	-19,726.87	11.5%
Total Expense	1,257,257.29	8,137,579.00	-6,880,321.71	15.5%
Net Ordinary Income	865,969.01	1,113,518.00	-247,548.99	77.8%
Other Income/Expense				
Other Income				
430.02 · Rooftop Fees	12,600.00	694,400.00	-681,800.00	1.8%
430.03 · Water Capacity/Connection Fees	66,369.00	3,027,088.00	-2,960,719.00	2.2%
430.04 · Wastewater Capacity/Connection	122,460.30	6,749,072.00	-6,626,611.70	1.8%
430.05 · Storm Drain Capacity/Connection	25,542.00	1,266,784.00	-1,241,242.00	2.0%
430.06 · Meter Installation Fees	18,730.98	754,006.00	-735,275.02	2.5%
480.02 · CFD Assessments	883,088.38	1,800,000.00	-916,911.62	49.1%
Total Other Income	1,128,790.66	14,291,350.00	-13,162,559.34	7.9%
Other Expense				
900.01 · Capital Expenditures-Equipment	0.00	400,000.00	-400,000.00	0.0%
900.02 · Capital Expdtures-Water Meters	228,180.69	754,006.00	-525,825.31	30.3%
900.03 · Capital Exptures - Improvements	0.00	3,850,000.00	-3,850,000.00	0.0%
900.05 · New Well Construction	298.50			
900.06 · Well #5 Improvements	0.00	10,000.00	-10,000.00	0.0%
900.09 · Water Blending Facility	73,727.35			
900.14 · Waste Water Ultimate Facility	2,190,187.79	16,500,000.00	-14,309,812.21	13.3%
900.90 · Capital Projects Admin Costs	92,909.32	845,000.00	-752,090.68	11.0%
930.02 · Bond Admin Cost	0.00	10,000.00	-10,000.00	0.0%
960.00 · Debt Payments				
960.1 · Debt Principal	0.00	675,899.00	-675,899.00	0.0%
960.2 · Interest Expense	0.00	1,093,607.00	-1,093,607.00	0.0%
Total 960.00 · Debt Payments	0.00	1,769,506.00	-1,769,506.00	0.0%
990.01 · Transfers In	-537,271.88			
990.02 · Transfers Out	537,271.88			
Total Other Expense	2,585,303.65	24,138,512.00	-21,553,208.35	10.7%
Net Other Income	-1,456,512.99	-9,847,162.00	8,390,649.01	14.8%
Net Income	-590,543.98	-8,733,644.00	8,143,100.02	6.8%

ROOT CREEK WATER DISTRICT
A/R Aging Summary
As of February 28, 2026

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
01 Temporary	0.00	0.00	0.00	0.00	0.00	0.00
Alfred & Pearl J Lion, Trustee	0.00	124.07	61.11	60.51	6,050.91	6,296.60
ALW Enterprise, Inc.	0.00	0.00	0.00	0.00	-935.60	-935.60
Avison Construction Inc.	0.00	0.10	0.20	0.00	0.00	0.30
Central Valley Ag Management, LLC	0.00	0.00	-53.55	0.00	0.00	-53.55
Coulthard Ents	0.00	0.00	-15,240.99	0.00	0.00	-15,240.99
Coulthard Ent LP & Coulthard Jeffrey	0.00	0.00	-4,739.52	0.00	0.00	-4,739.52
Dancefire Ranch, LLC	0.00	0.00	-6,076.80	0.00	0.00	-6,076.80
Golden Valley Unified School District	0.00	1,573,726.71	0.00	0.00	0.00	1,573,726.71
Groveland Dev Corp.	0.00	0.00	-12,212.09	0.00	0.00	-12,212.09
IPA LLC	0.00	2.89	1.42	1.41	140.91	146.63
Jaghlastian Moses & Seta TR	808.88	0.00	37,447.33	430.11	127,664.59	166,350.91
Jaghlastian Moses & Seta Trustee	478.84	474.09	20,428.99	269.97	80,874.22	102,526.11
Jeff D Coulthard Trustee	0.00	0.00	-12,004.34	0.00	0.00	-12,004.34
JT2 Inc.	0.00	0.00	0.00	0.00	5.23	5.23
Lennar Homes of California Inc.	0.00	970,385.61	450.94	0.00	45,093.93	1,015,930.48
Lion Alfred JR Trustee	10.53	10.43	10.33	10.23	1,022.86	1,064.38
Lion Daniel A & Jacqueline Trustee-ETAL	4.84	4.80	4.75	4.70	470.14	489.23
MAG Engineering, Inc.	0.00	0.98	0.00	0.00	0.35	1.33
Mesa Asset Management LLC TR	0.00	0.00	0.00	0.00	0.00	0.00
Moses Jaghlastian / Seta Trs	0.00	0.00	0.00	0.00	150,664.16	150,664.16
Riverstone Farms	0.00	0.00	-39,825.32	0.00	0.00	-39,825.32
San Joaquin River Ranch LLC	0.00	6,056.50	-144,374.89	11,735.80	0.00	-126,582.59
Sunset Landscapes Inc.	0.00	0.10	0.00	0.00	0.05	0.15
Tri County Excavation Inc.	0.00	16.35	0.00	0.00	0.00	16.35
Triple R Partnership	0.00	0.00	-12,975.64	0.00	0.00	-12,975.64
Utility Billing Customer	5,960.58	66,085.71	0.00	0.00	0.00	72,046.29
Valley Powerhouse Electric, Inc.	0.00	0.00	0.00	0.00	1.08	1.08
TOTAL	7,263.67	2,616,888.34	-189,098.07	12,512.73	411,052.83	2,858,619.50

ROOT CREEK WATER DISTRICT- FINES AND PENALTIES APPEALS POLICY

1. Purpose

The Purpose of this policy is to set forth a procedure for the appeal of fines and/or penalties imposed under the District's policies, regulations, or ordinances.

2. Definitions

For the purposes of this policy, the following definitions apply:

- **Appeals Body.** A panel of three neutral individuals selected by the District Board of Directors to hear appeals of Fines imposed under the applicable District policies, regulations, and/or ordinances. Nothing precludes up to three Directors from serving on such panel.
- **Enforcement Official.** Any agent of the District authorized to enforce any provision of the District's Policies, including the General Manager, or his or her designee.
- **Fine.** A monetary penalty, exaction, or fine, including any interest accruing therefrom, levied or issued pursuant to District Policy whenever an Enforcement Official determines that a violation of a District Policy has occurred. For purposes of this Policy, a Fine shall not mean any rate, charge, assessment, or fee imposed upon any Person for the privilege of receiving or utilizing (or having the opportunity to receive or utilize) District services.
- **Person.** Any natural person, legal entity, or trust.
- **Policy.** Any duly adopted policy, regulation, or ordinance of the District which provides for monetary penalties or Fines for violation of said regulation, policy, or ordinance.
- **Responsible Party.** Any of the following:
 - (1) Any Person that causes, maintains, suffers, permits, or allows a violation of a District Policy, by their action or failure to act.
 - (2) Any Person or entity that owns, possesses, or controls any Subject Property in the District upon which a violation of a District Policy occurs or exists.
 - (3) Any Person that owns, possesses, manages, or controls any business within the District that is responsible for causing or maintaining a violation of a District Policy.

- **Subject Property.** The parcel of real property upon which the violations occur or exist.

3. Fine, Required Information

Each Fine issued pursuant to a District Policy must be in writing and contain a notice or letter or other writing memorializing the following information:

- The date and approximate time of the violation;
- The address or a definite description of the location where the violation was observed;
- The specific District Policy violated and a description of the violation, including the severity of the violation and any extenuating or aggravating circumstances;
- The amount of the Fine for the violation;
- A description of the Fine payment process, including a description of the time within which and the place to which the Fine shall be paid;
- A copy of this policy;
- The name and signature of the citing Enforcement Official;
- The name of the Responsible Party and known mailing address;
- An identification of whether the cited violations are of a continuing nature; and
- A statement or order prohibiting the continuation or repeated occurrence of the violation, the actions needed to correct or abate the violation, the timeframe within which to correct the violation, and an explanation of the consequences for failing to correct the violation.

4. Amount Of Fines

Each Fine issued pursuant to a District policy shall be in an amount up to the maximum stated in the respective Policy. The Enforcement Official may consider the factors provided in Section 7 when setting the amount of any Fine.

5. Appeal of Fines, Hearing Request Deadline

Any Responsible Party subject to a Fine may appeal that Fine, in full or in part.

To make such appeal, the Responsible Party should complete a request for appeal form from the District and return it to the District (either hand-delivered, emailed, or

postmarked) within fourteen (14) calendar days from the date of service of the notice or letter contemplated in Section 3 above.

A request for appeal form may be obtained at no charge from the District by contacting the Enforcement Official or may be downloaded from the District website (if available on the District website).

Failure to timely submit a completed request for appeal form, and pay any appeal fee, is deemed a waiver of the right to appeal the Fine and failure to exhaust administrative remedies. In that event, the Fine, along with any imposed interest accruing from that Fine, shall be deemed final.

6. Hearing Procedure

Appeals will be heard by the Appeals Body pursuant to this policy. All decisions of the Appeals Body shall be final.

The Responsible Party shall have the right, at a minimum, to present testimony and evidence before the Appeals Body as to why the Fine should be reversed or reduced.

Any additional or further specific rules of procedure adopted by the Appeals Body shall be made available to the Responsible Party.

When hearing an appeal contesting the amount of any Fine levied pursuant to the applicable District Policy, the Appeals Body shall consider all the evidence before it and apply the factors set forth in Section 7 of this policy.

7. Review of Fines - Basis for Decision

In reviewing the amount of a Fine, the Appeals Body shall consider the following factors in its decision:

- Whether the Responsible Party is actually liable for the violation, by a preponderance of the evidence (a “more likely than not” standard).
- The practical severity of the violation, including whether the violation caused any actual harm (as opposed to mere potential harm or merely as a dormant risk).
- The duration of the violation.
- The cost of any necessary corrective action taken, or to be taken, by the District.
- Any aggravating circumstances against the Responsible Party.
- Any mitigating factors or circumstances in favor of the Responsible Party.

- The Responsible Party's history of compliance or noncompliance with District Policies.
- The Responsible Party's ability to pay and/or financial hardship of the Responsible Party, or as defined in SB 998.
- Whether the violation was promptly abated by the Responsible Party.
- The public interest and/or public convenience and necessity is served by a reduction or waiver of the Fine.
- Any other factors that serve the interests of justice, the public interest, and/or public convenience and necessity.

8. Appeal Decision

After considering all of the testimony and evidence submitted at the hearing, the Appeals Body may immediately issue a verbal decision as to the validity or amount of the contested Fine.

A written decision justifying the decision in light of the salient factors listed in Section 7 above, must be issued by the Appeals Body within sixty (60) calendar days of the hearing.

- The decision must be served by first class mail and shall be deemed to be served on the date the decision is deposited with the United States Postal Service.
- The written decision must set forth the reasons for the decision, including the application of any or all of the factors within Section 7 this policy, as applicable.
- The failure to receive a properly addressed decision does not invalidate the Fine or the appeal decision.
- The written decision is final.

If the Appeals Body determines that the Fine should be upheld, to any extent, the District shall issue a payment deadline or payment schedule enclosed with the written decision.

9. Delinquent Payments

Any Person who fails to pay to the District any Fine imposed pursuant to the provisions of any District Policy on or before the date that Fine is due is liable for the

payment of any applicable late payment charges, including penalties and interest, as stated in such Policy.

10. Recovery Of Fines, Fees, Charges, Expenses And Costs

The District may collect unpaid Fines as a personal obligation of the Responsible Party, including by civil action, use of a collection agency, or offset against other charges, where authorized by law.

DRAFT

EXHIBIT "B"

**ROOT CREEK WATER DISTRICT
TASK ORDER**

Task Order No. 2026-02

Agreement: **AMENDED AND RESTATED ROOT CREEK WATER DISTRICT
MASTER CONSULTING AND DESIGN SERVICES AGREEMENT
Dated September 9, 2024**

Contractor: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Update the existing Root Creek Water District Report of Waste Discharge, including existing groundwater quality information, and to complete a Recycled Water Engineering Report. This proposal assumes that effluent disposal will continue through the existing unlined ponds and will be reclaimed through the adjacent agricultural well for use on the adjacent properties.

List any attachments: Proposal and Scope of Work for the WWTP Waste Discharge Requirements Update Project

Dollar Amount of Task Order: \$64,000.00

Completion Date: November, 2026

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

ROOT CREEK WATER DISTRICT

**PROVOST & PRITCHARD
ENGINEERING GROUP, INC.**

Dated: _____

Dated: February 5, 2026

By: _____

By:  _____

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

PROJECT UNDERSTANDING

The Riverstone Wastewater Treatment Plant (WWTP) is under construction to expand the overall capacity and the level of treatment to comply with the requirements in the Waste Discharge Requirements (WDR). The new improvements will upgrade the current effluent level from denitrified secondary effluent to 2.3 tertiary effluent and will require that effluent be used for recycled water. Additionally, there were some changes to the treatment and effluent disposal processes after the original WDR was issued that need to be updated for incorporation into the new permit. Recent conversations with Regional Board Staff have resulted in direction from them to prepare a new Report of Waste Discharge to incorporate the more recent result of operations, document the design parameters, and identify the systems incorporated into the plant under construction.

Provost and Pritchard is submitting this proposal to update the Report of Waste Discharge, including existing groundwater quality information, and to complete a Recycled Water Engineering Report. This proposal assumes that effluent disposal will continue through the existing unlined ponds and will be reclaimed through the adjacent agricultural well for use on the adjacent properties.

SCOPE OF SERVICES

Our proposed scope of work for this proposal is separated into multiple tasks, described below.

REPORT OF WASTE DISCHARGE (RWD)

A new Report of Waste Discharge will be completed to document the initial and buildout WWTP capacity, treatment process, and effluent quality requirements. The new RWD will include the following sections:

1. Facility Description
2. Influent Flows and Loads
3. WWTP Performance - Effluent Constituent Concentrations
4. Effluent Disposal
5. Water Balance
6. Groundwater Characteristics
7. Monitoring and Reporting
8. Environmental Compliance
9. Contact Information

The RoWD will be submitted to the District in draft format for review. After comment resolution the report will be submitted to the Regional Board for approval.

DELIVERABLES

- Draft Report of Waste Discharge (PDF Format).
- Final Report of Waste Discharge (PDF Format).

RECYCLED WATER ENGINEERING REPORT (RWR)

In addition to submitting a RoWD to the Regional Water Quality Control Board for compliance with the requirements in the General Order an Engineering Report for the Production, Distribution, and Use of Recycled Water must be sent to the Division of Drinking which has regulatory oversight of recycled water.

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/a178d786-1de3-47c7-bec5-c06764b35bb6/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_76.ppeng.egnyte.com/2026.01.20.WWTP.WDR.Update.Proposal.docx

The report includes many of the same sections from the RoWD but will focus more on the wastewater reclamation facilities. The Recycled Water report will include the following sections:

1. General – Including all agencies involved in the process
2. Rules and Regulations
3. Producer, Distributor, User
4. Influent Wastewater Characteristics
5. Treatment Process
6. Reliability Features
7. Supplemental Water Supplies
8. Monitoring and Reporting
9. Contingency Plan
10. Transmission and Distribution Systems
11. Use Areas

The Recycled Water Report will be submitted to the District in draft format for review. After comment resolution the report will be submitted to the Division of Drinking Water for approval.

DELIVERABLES

- Draft Recycled Water Engineering Report (PDF Format).
- Final Recycled Water Engineering Report (PDF Format).

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this proposal on a lump sum basis per task, in accordance with the contract Terms and Conditions described below. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed the total estimated fee below without additional authorization.

ESTIMATED FEE	
TASK	ESTIMATED FEE
Report of Waste Discharge (RWD)	\$34,000
Recycled Water Engineering Report (RWR)	\$30,000
Total Estimated Fee:	\$64,000

SCHEDULE

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the District to establish a mutually agreed upon schedule. It is understood that the District wishes this project to be completed as expeditiously as possible.

ASSUMPTIONS

- The Regional Water Control Board needs this report to enable their review of the existing construction activities and make modifications to the District existing permit.
- A recycle water plan is required by the Regional Board.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.
- Provost & Pritchard’s current CAD version will be used.
- The agricultural well is located on San Joaquin River Ranch property.
- No flood plain surveys will be required.

- The District will pay all agency review, permit, and/or utility service application fees.
- No building permits will be required.
- No grading permits will be required.
- All environmental requirements have been completed as part of the Programmatic EIR for Gateway Village.
- No costs are included for permits, processing or applications.

TERMS AND CONDITIONS

The work will be covered under the District Engineering Services Agreement dated September 9 2024. This would be considered Task Order 2026-02. If this scope is acceptable, please execute below. This proposal is valid for 30 days from the date above.

PREPARED BY:



Brandon Stipe, RCE 75956
Principal-In-Charge
Project Manager, Principal Engineer

APPROVED BY:

Julia Berry
General Manager
Root Creek Water District

SIGNED BY:



Keith Mortensen, RCE 75865
Director Of Operations, Authorized Signatory

EXHIBIT "B"

**ROOT CREEK WATER DISTRICT
TASK ORDER**

Task Order No. 2026-03

Agreement: **AMENDED AND RESTATED ROOT CREEK WATER DISTRICT
MASTER CONSULTING AND DESIGN SERVICES AGREEMENT
Dated September 9, 2024**

Contractor: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Design and Engineering Support during Design and Bidding Services for the Village C Lift Station

List any attachments: Village C Lift Station.

Dollar Amount of Task Order: \$186,000

Completion Date: November, 2025

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

ROOT CREEK WATER DISTRICT

**PROVOST & PRITCHARD
ENGINEERING GROUP, INC.**

Dated: _____

Dated: March 23, 2026

By: _____

By: 

PROVOST&PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

The infrastructure plan for Village C requires a sanitary sewer lift station. This lift station must be operational before homes are constructed. The Backbone plans are close to being approved and the developers engineer is in the process of preparing the phase 1, 2 and 3 design plans. The lift station will be constructed within the phase 2 improvements and due to the planned excavation for the lift station, limitations will be imposed on constructing houses within phase 2 until the lift station has been completed. It is also expected that there will be long lead times to gain electrical connection and capability from the electrical utility. The pump station capacity will be confirmed during design, but the average day flow is anticipated to be approximately 30,000 gpd. The lift station will include odor control and a backup generator.

SCOPE OF SERVICES

TASK CD: CONSTRUCTION DOCUMENTS

The construction documents phase will include the Preliminary Plans, Specifications, and Opinion of Probable Cost.

- Cover, vicinity map and sheet index (1 sheet)
- Legend and abbreviations (1 sheet)
- General Notes 1 of 2 (1 sheet)
- General Notes 2 of 2 (1 sheet)
- Design Criteria, Process Flow Diagram, Hydraulic Grade Line (1 sheet)
- Site Plan (1 sheet)
- Grading Plan (1 sheet)
- Site Perimeter Wall Plan and Detail (1 sheet)
- Lift Station Plan and Section (1 sheet)
- Odor Control Plan and Section (1 sheet)
- Process Details 1 of 2 (1 sheet)
- Process Details 2 of 2 (1 sheet)
- Structural Details 1 of 2 (1 sheet)
- Structural Details 2 of 2 (1 sheet)
- Electrical Cover Sheet Symbols and Abbreviations (1 sheet)
- Electrical Single Line Diagram, Panelboard Section and Details (1 sheet)
- Electrical Conduit, Cable, and Equipment Plan (1 sheet)
- Electrical Lighting and Grounding Plan (1 sheet)
- Electrical Details 1 of 2 (1 sheet)
- Electrical Details 2 of 2 (1 sheet)
- Instrumentation Cover Sheet Symbols and Abbreviations (1 sheet)
- Network Instrumentation Diagram (1 sheet)
- Process and Instrumentation Diagram (1 sheet)
- Instrumentation Details (1 sheet)

In addition to the drawings the following task will be completed as part of construction documents phase:

- Topographic survey of the site
- Prepare preliminary technical specifications in CSI format

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/a698e56e-8b39-4017-88f8-b1475e573db5/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserld_76.ppeng.egnyte.com/2026.03.16.Village.C.Lift.Station.Proposal.docx

- Prepare Engineer's Opinion of Probable Construction Costs (EOPCC)
- Submit preliminary (60%) plans, specifications, and estimate (PS&E)

Final (100%) Plans, Specifications, and Estimates

- 60% submittal review meeting
- Address draft final review comments
- Prepare bid plans
- Prepare bid technical specifications
- Prepare bid EOPCC
- Submit final plans, specifications and estimate

60% CD DELIVERABLES

- 60% construction documents (PDF format)
- Updated EOPCC (PDF Format)
- Attend one (1) 60% review meeting (Meeting Minutes PDF Format)

FINAL CD DELIVERABLES

- Bid set construction documents for approval and bid (PDF Format)
- Bid EOPCC (PDF Format)

TASK BSS: BIDDING SUPPORT SERVICES

- Attend pre-bid conference
- Assist with the preparation of addenda and clarifications as necessary during the bid period (assumed 4 RFI responses)

BSS DELIVERABLES

- RFI Responses (PDF format)

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this proposal on a time and materials basis per task, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fee below. If it appears we will need to exceed the estimated amount, we will notify you in writing before we do so and will provide a revised estimate. It is planned that each phase will be authorized as the project proceeds.

ESTIMATED FEE	
TASK	ESTIMATED FEE
CD: Construction Documents	\$168,000
BSS: Bid Support Services	\$18,000
Total Estimated Fee:	\$186,000

SCHEDULE

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the District to establish a mutually agreed upon schedule. It is understood that the District wishes this project to be completed as expeditiously as possible and may authorize individual tasks as the work proceeds rather than authorizing the entire project.

ASSUMPTIONS

- Provost & Pritchard CAD standards and title block will be used for the design of this project.
- Provost & Pritchard's current CAD version will be used.
- Electrical design costs are estimated from the Utility service located on the subject property.
- Contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.
- Existing SCADA system can support the addition of the instrumentation and controls associated with the project.
- No flood plain surveys will be required.
- The District will pay all agency review, permit, and/or utility service application fees.
- The District will advertise and facilitate the bidding process and Provost & Pritchard will assist.
- No building permits will be required.
- No grading permits will be required.
- All environmental requirements have been completed as part of the Programmatic EIR for Gateway Village.

TERMS AND CONDITIONS

The work will be covered under the District Engineering Services Agreement dated September 9, 2024. This would be considered Task Order 2026-01 this scope is acceptable, please execute below. This proposal is valid for 30 days from the date above.

PREPARED BY:



Brandon Stipe, RCE 75956
Principal-In-Charge
Project Manager, Principal Engineer

APPROVED BY:

Julia Berry
General Manager
Root Creek Water District

SIGNED BY:



Keith Mortensen, RCE 75865
Director of Operations, Authorized Signatory



MK ELECTION SERVICES, LLC
P.O. Box 722, Merced, CA 95341
Office: (209) 230-5165

Principals: Kenneth Mostern and Caleb Kleppner
Senior Election Administrators: Cesar Casillas and Joshua Kanter
Election Administrators: Jesus Alvarez and Jodi Rafalko

PROPOSAL

Root Creek Water District
Fresno, CA
Proposition 218 Assessment Ballot

March 13, 2026

Parameters

This proposal concerns one election with the following parameters:

- **Media:** This is a mail ballot election, in which voters return ballots by mail and the ballots are **scanned** on the day of the ballot count.
- **Legal Background:** Election to be conducted according to the **rules of California's Proposition 218**, and related laws and regulations.
- **Dates:** TBD, fall 2026 or winter 2026/27.
- **Voters:** There will be approximately 3200 and, if this is typical of Central Valley water districts, approximately 2500 unique parcel owners.
- **Ballot Types:** The election will have **one** ballot type.
- **Weights:** Votes are weighted by proposed increase in assessment the voter will be subject to in the event the measure passes. This is determined by a formula that will be created by Provost and Pritchard, and the data will be presented to MKE in its final form, including the combining of parcels into consolidated ballots for owners of multiple parcels.
- **Other:** MKE to open and control post office box.

Services Provided by MK Elections

Post office box and reply mail setup

Ballots will use a unique post office box in or near Fresno, California. District to decide whether it wants to supply voters with postage paid return envelopes. MKE will set up business reply mail using its BRM permit.

Ballot and mailing design

Upon receipt of information about the assessments we layout your ballot and accompanying materials according to our technical standards. Parcel number, fee increase and calculations will all be printed on the ballot – this is not a secret ballot, and the voter can be identified by the information on the ballot. All design choices are explained and subject to modification according to

your needs. Final materials subject to approval of the District. Mailing will take place from Sacramento, California.

Printing and mailing

Printing of envelopes and notices/information inserts will be done by Gowans Printing in Modesto, California. Ballots and multi-parcel notices will be printed by ABS Direct in Modesto. Insertion and mailing will be done by ABS Direct in Modesto, California; ABS mails from Sacramento.

Data Handling and Security

You supply membership data in any standard text or spreadsheet format. The data is yours and we guarantee it will not be used or shared in any manner outside the scope of the contracted election.

Administration of the open election

While the election is open, we receive, track and report to you about any undeliverable mailed ballots returned, and, where a new address is supplied (whether by USPS or by your office) we mail a new ballot to the voter. We can handle requests for replacement ballots directly from your voters, or you can handle requests and pass them on to us. We can add voters during the open election period at your request.

Ballot Count

The ballot count consists of four processes:

- Authentication. Barcodes are scanned to ensure the authenticity of the ballot and qualification of the voter. Voter qualifications can be updated on the day of the count if your rules require it.
- Optical Scan and Preliminary Report. Ballots are scanned using a high-speed batch scanner, and images are processed against a template. Preliminary reports can be shown on screen periodically during the scanning process, or can be withheld until after all ballots are scanned as per your rules.
- Auditing and Certified Report. Testing protocols are followed to demonstrate that the software and equipment have functioned properly and provided accurate tallies. This can be done in front of representatives of the county, or, by projection the computer screen, in front of a whole room of witnesses, according to your wishes. The detail and extent of the audit is determined by the accuracy of the initial count and the closeness of the election. Ultimately, audits of as few as 50 ballots, or as many as 100% of all ballots cast, can be conducted, and the final determination of the depth of the audit is made by the county or other authority.
- Delivery of the legal record. Once the count is completed, the paper and electronic record of the election is consolidated in storage boxes and sealed, to be opened only in the case of a formal challenge. In most cases the client receives these for storage.

Because the ballot count is taking place at a public hearing, members of the public are invited to witness it. At your discretion we may project the computer screen on which ballots are being processed for easy viewing of multiple people. Date and time of ballot pickup may also, if you wish, be advertised so that individuals concerned with the custody of the ballots may follow that process.

Post-election support/investigations/legal challenges

In the event of a formal challenge, MK Elections cooperates with the investigation in consultation with the client. We will provide answers to questions by phone at no charge, and in all reasonable

circumstances we will appear at hearings asking only to be reimbursed for travel costs, but not for our time. If it is necessary to generate additional reports as the result of a challenge, we will in most cases do so at no additional charge.

Pricing

Base Fee for MK Elections Services	\$9,000
Return ballot setup: <ul style="list-style-type: none"> • Post office box setup • Business Reply Mail (if desired) 	\$600 fee \$200 (approx.) for box rental, \$150 driving miles from Merced, lunch \$350 for use of MKE permit \$2.01 per piece for returned mail
Offset printing estimates, based on 3400 pieces (including overs) <ul style="list-style-type: none"> • Outgoing #10 window envelope • Return #9 envelope • Information sheet (one 8 ½ x 11, two-sided) • Additional pages will be charged at cost 	\$2200
Digital printing estimate, based on 2500 ballots and 700 consolidated page twos <ul style="list-style-type: none"> • Ballots • Consolidated Ballot information pages 	\$870
Mailing services and postage for 2500 ballot packages (includes insertion, sealing, delivery, and outgoing first class postage)	\$2550
Replacement ballot service, per piece	\$7.00/piece plus postage; \$15/piece if recalculation of data is required.
Travel and meals Two people, driving miles from Merced, lunch or dinner	\$200
Estimated total Includes outgoing postage but does not include return postage as quantity is hard to predict. Includes business reply mail setup but does not include return postage on voted ballots as quantity is hard to predict.	\$15,970

Terms

\$3000 deposit on signing of contract
Balance to be invoiced at end of project, due 20 days from sending of invoice



MK ELECTION SERVICES, LLC

P.O. Box 722, Merced, CA 95341

Office: (209) 230-5165

Kenneth Mostern and Caleb Kleppner, Principals
Cesar Casillas, Senior Election Administrator
Kareem Kandil, Joshua Kanter, and Jesus Alvarez, Election Administrators

Proposal for Root Creek Water District
December 2026 Board of Directors election
March 13, 2026

Parameters

This scope of work concerns one election with the following parameters:

- **Media:** This is a paper ballot election where voters may return ballots by mail or vote in person at a poll site.
- **Legal Background:** Election to be conducted according to the **California Uniform Election District Law**. The form of the ballot is described in **CA Code 35106**.
- **Dates:** TBD. Poll site date will be in early December 2026 or another date as agreed. Count will be completed and certified by a four-person canvass board provided by MK Elections with an initial count date no later than 48 hours following the close of polls and a final certification eight days following the close of polls.
- **Additional count information:** By California law the election must remain open for 8 days following the count in case there are additional postmarked ballots in the box or rejected ballots that can be cured.
- **Voters:** There will be approximately 3200 ballots corresponding to taxable parcels within the district.
- **Ballot Types:** The election will have **one** ballot type.
- **Weights:** Votes are weighted by assessed value of parcel. Data supplied by district will include the correct weights for each voter.
- **Location of Ballot Count:** Ballot count will take place at the District offices in Fresno, CA.

Services Provided by MK Elections

Post office box and reply mail setup

Ballots will use a unique post office box in Fresno, California. MKE will set up the box and link it to our business reply mail account so that we can issue postage paid envelopes using the box address. Alternatively post office setup can be handled by the district in house.

Ballot and mailing design

Upon receipt of information about races we layout your ballot and accompanying materials according to California Code and our technical standards. Weights will be printed on the ballot but subject to a tear-off to remain secret as per code. All design choices are explained and subject to modification according to your needs. Final materials subject to approval of the District. Mailing will take place from Modesto, California.

Printing and mailing

Printing of envelopes will be done by Gowans Printing in Modesto, California. Ballots and inserts will be printed by MKE in house or by ABS Direct in Modesto. Insertion and mailing will be done by ABS Direct in Modesto.

Data Handling and Security

You supply parcel ownership data in any standard text or spreadsheet format. The data is yours and we guarantee it will not be used or shared in any manner outside the scope of the contracted election.

Administration of the open election

While the election is open, we receive, track and report to you about any undeliverable mailed ballots returned, and, where a new address is supplied (whether by USPS or by your office) we mail a new ballot to the voter. We can handle requests for replacement ballots directly from your voters, or you can handle requests and pass them on to us. We can add voters during the open election period at your request.

Poll Site

MKE will operate a site from 7AM to 8PM in Fresno, CA where voters can drop completed ballot that were received by the voter by mail, and where they may also obtain a new ballot for voting if desired. Early voting hours on the business days prior to the poll site can also be accommodated at additional cost.

Ballot Count

The ballot count consists of five processes:

- Authentication. Barcodes are scanned to ensure the authenticity of the ballot and qualification of the voter. Voter qualifications can be updated on the day of the count if your rules require it.
- Hand Count According to CA Code. We will use a four-person Canvas Board and code approved methods to read out the votes, type them in to an MS-Excel spreadsheet, and tally the results according to the CA Election Code. These results will be posted.
- Second Hand Count and Certified Report. The Canvass Board will convene a second time to repeat the procedure and ensure that the vote was correctly counted the first time. These results will be posted.
- Final Canvass. Eight days later the post office box will again be opened to see whether there are additional ballots that were postmarked on time, and in the event any ballots that had

been rejected because of a lack of signature or other error in voting have been cured. These additional ballots will be counted, added to the tally, and the final results will be certified.

- Delivery of the legal record. Once the count is completed, the paper and electronic record of the election is consolidated in storage boxes and sealed, to be opened only in the case of a formal challenge. In most cases the client receives these for storage.

Post-election support/investigations/legal challenges

In the event of a formal challenge, MK Elections cooperates with the investigation in consultation with the client. We will provide answers to questions by phone at no charge, and in all reasonable circumstances we will appear at hearings asking only to be reimbursed for travel costs, but not for our time. If it is necessary to generate additional reports as the result of a challenge, we will in most cases do so at no additional charge.

Pricing

Base Fee for election administration, including mailing, day of election poll site, and three ballot count days with four person canvass board	\$13,500
Additional early voting hours, if desired	\$190/hour Driving miles, meals, and accommodations (not included in cost estimate)
Replacement ballot service, per piece	\$7.00/piece (plus \$.78 postage) We estimate there will be approximately 100 for a total of \$778
Printing estimates, based on 3400 pieces (including overs) <ul style="list-style-type: none"> • Outgoing #10 envelope • Return #9 business reply mail envelope, including laser printing of barcodes • Ballot with instructions • Candidate information booklet 	\$4600
Mailing services for 3200 pieces (includes insertion and outgoing postage) Business Reply Mail Return Postage	\$8330 \$2.01 per returned piece, estimate 1000 pieces for \$2100
Travel and meals Two professional staff to Fresno for any early voting and for polling place on Election Day. Four professional staff – some may be from outside California – for ballot counting. Four professional staff for the final certification	\$600-\$3600 depending on whether we are able to fill all roles with local staff

count. Driving miles, meals, distance travel and lodging as needed.	
Estimated total Includes outgoing postage. Does not include replacement ballots. Does not include early voting hours if desired.	\$29,908-\$32,908

Terms

\$5000 deposit upon signing of contract, balance to be paid within 20 days of final invoice.

EXHIBIT "B"

**ROOT CREEK WATER DISTRICT
TASK ORDER**

Task Order No. 2026-01

Agreement: **AMENDED AND RESTATED ROOT CREEK WATER DISTRICT
MASTER CONSULTING AND DESIGN SERVICES AGREEMENT
Dated September 9, 2024**

Contractor: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Conversion of San Joaquin River Ranch well 275 to Municipal Well #8.

List any attachments: Engineering Services for the Design of Municipal Well 8 Proposal.

Dollar Amount of Task Order: \$45,000-\$65,000

Completion Date: December 2026

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

ROOT CREEK WATER DISTRICT

**PROVOST & PRITCHARD
ENGINEERING GROUP, INC.**

Dated: _____

Dated: March 24, 2026

By: _____

By: 

PROVOST&PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

March 5, 2026

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

Subject: Engineering Services for the Design of Municipal Well 8

Dear Ms. Berry:

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 and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds. This scope will be considered a task order under the amended ongoing contract executed with the District dated September 9, 2024.

PROJECT UNDERSTANDING

The pace of residential construction in the Root Creek Water District continues at a high pace. Current estimates from the developers are up to 420 houses per year. This pace of construction will require additional sources of supply in order for the water system to remain in compliance with the requirements in the California Code of Regulations.

The District currently has four wells, #1, #2, #5, and #7 for an installed capacity of approximately 5,000 gpm. Construction timelines for municipal projects have nearly doubled in the last few years - to enable the District to comply with projected development, a new well should be pursued.

Well 8 is proposed to be located to the west of the existing groundwater treatment plant and it is recommended that the District pursue conversion of San Joaquin River Ranch well 275. This scope assumes that the ranch would be amenable to such a purchase and right of way. If not, then the scope would be revised to explore other possibilities.

SCOPE OF SERVICES

Our proposed scope of work would be planned to be completed in the following phases over multiple years. The initial focus would be to review the records for Ranch Well 275 and hold discussions with the ranch on whether this well could be used within the municipal system.

The work task identified below involves the investigation phase for a new well. After a well site has been selected or the Ranch Well 275 has been identified and selected as the next well, a scope and fee for constructing the improvements can be developed.

PHASE 1 – PD: PROJECT DEFINITION

This phase involves meeting with the ranch, gathering data on the well and discussions on the opportunity to purchase the well by the District. Tasks include:

- a. Meeting with the ranch
- b. Gathering data on the well
- c. Acquisition of past water quality data
- d. Taking samples and lab testing
- e. Discussions on right of way for pipeline to the Groundwater Treatment facility
- f. Summary report
- g. Survey
- h. Review record drawings and information and identify any additional information required to complete the design.
- i. Development of draft legal descriptions for well site and easement for right of way for pipeline.
- j. Prepare site base map based on topographic, boundary, and control surveys.

PHASE 2 - SD: SCHEMATIC DESIGN

- a. Project Management
- b. Analyze the existing information to integrate the existing and future facilities.
- c. Prepare design criteria.
- d. Prepare general schematic of expected well construction.
- e. Prepare preliminary site layout.
- f. Prepare preliminary electrical loads list.
- g. Submit PG&E service application.

SD DELIVERABLES

- o Schematic Design Plans (PDF format)
- o Attend one (1) review meeting

PHASE 3 - SA: SITE ASSESSMENT

- a. This task includes review of the selected site for suitability as a new well site including
 - o Review historical uses
 - o Identify potential contaminants for testing
 - o Identify potential area for testing
- b. Coordinate soil sampling to determine potential for fuel or chemical contaminants in the shallow soils.

SA DELIVERABLES

- o Summary Memorandum of Soil Investigation (PDF format)

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in these Phases on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fee below. If it appears we will need to exceed the estimated amount, we will notify you in writing before we do so and will provide a revised estimate. It is planned that each phase will be authorized as the project proceeds.

Proposed Fee Municipal Well 8 Project	
Phase	Estimated Range of Fees
Phase 1 Investigation Phase	\$45,000 – \$65,000
Total Estimated Fee:	\$45,000 – \$65,000

SCHEDULE

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the District to establish a mutually agreed upon schedule. It is understood that the District wishes this project to be completed as expeditiously as possible and may authorize individual tasks as the work proceeds rather than authorizing the entire project.

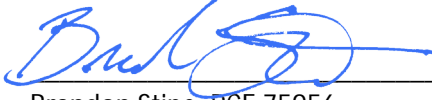
ASSUMPTIONS

- a. Kenneth Schmidt & Associates will be a subconsultant and provide review of designs and professional services.
- b. Identification of pipeline alignments will be provided by District and Master Developer.
- c. Drawings will be completed based on drawings and right of way defined by others.
- d. Provost & Pritchard CAD standards and title block will be used for the design of this project.
- e. Provost & Pritchard’s current CAD version will be used.
- f. The new facilities will be located on San Joaquin River Ranch and Riverstone Farms property and access will be granted for survey, testing and acquisition of property.
- g. The well will be located on the current San Joaquin River Ranch property and owner is willing to sell a 0.30 ac site.
- h. Owner will allow for an easement for the pipeline.
- i. Contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.
- j. Existing SCADA system can support the addition of the instrumentation and controls associated with the project.
- k. No flood plain surveys will be required.
- l. The District will pay all agency review, permit, and/or utility service application fees.
- m. The District will advertise and facilitate the bidding process and Provost & Pritchard will assist.
- n. No building permits will be required.
- o. No grading permits will be required.
- p. All environmental requirements have been completed as part of the Programmatic EIR for Gateway Village.
- q. No costs are included for the removal of the existing equipment

TERMS AND CONDITIONS

The work will be covered under the District Engineering Services Agreement dated September 9, 2024. This would be considered Task Order 2022-4. If this scope is acceptable, please execute below. This proposal is valid for 30 days from the date above.

PREPARED BY:



Brandon Stipe, RCE 75956
Principal-In-Charge
Project Manager, Principal Engineer

APPROVED BY:

Julia Berry
General Manager
Root Creek Water District

SIGNED BY:



Keith Mortensen, RCE 75865
Director of Operations, Authorized Signatory



Mar 2026 Operational Report

Water Meter Connections:	Feb	Mar
1,2 Residential	3202	3220
3 Commercial	17	17
4 Irrigation	132	133
5 Agriculture	5	5
6 Well Sites	6	6
Total	3362	3381

Billed	Feb	Mar	Sum
Residential	1436	1820	3,256
Commercial	17	0	17
Landscape Irr.	0	134	134
Total	1453	1954	3,407

System Operating Pressure: (psi)

	Feb	Mar
High:	65	65
Low:	45	45
Avg:	62.5	62.5

Well Production: (Gallons)

	Feb	Mar
Well # 1	5,826,563	8,652,120
Well # 2	4,500,789	6,752,473
Well # 5	11,329,600	15,937,900
Well #7	7,550,300	12,181,300
Total	29,207,252	43,523,793

kWh		Gallons per kWh	
Feb	Mar	Feb	Mar
15,319	21,442	380	404
14,370	20,988	313	322
14,796	21,370	766	746
11,709	19,837	645	614
56,194	83,637	520	520

Water Deliveries:

	Feb	Mar
1,2 Municipal	15,246,076	20,588,262
4 Landscape Irrigation	2,146,130	5,434,191
3 Commercial	379,713	889,406
System Hydrant Flushing	1,149,500	1,413,190
Construction flushing and GWTP Operations		
Raw/Finished/Reclaimed water	8,493,460	7,049,647
Ag water	0	5,332,209
Construction Hydrant meters	2,752	13,449
WWTP operations	238,960	627,250
Total	27,656,591	41,347,604

Waste Water: (Gallons)

	Feb	Mar
Volume treated	12,701,301	14,058,115
Average daily volume	453,618	453,488

kWh		Gallons per kWh	
Feb	Mar	Feb	Mar
109,163	102,598	116	137

Waste Water:

	Feb	Mar
Peak Day Flow: (Gallons)	562,796	521,610

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700
www.provostandpritchard.com

Memorandum

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

From: Brian Ehlers/ Stephen Spencer/ Jason Staicer/ Renee Tiscareno

Subject: Status report for Activities through the end of March 2026

Date: April 6, 2026

Riverstone Development

Utility Issues:

1. Municipal –
 - a. Water Use
 - i. Residential connections being billed at the end of March: 3256
 - ii. Total gallons pumped in March: appx 43.5 million gallons (MG) from the four system wells, up from 29.2 MG in February. Total measured and estimated water deliveries was 41.3 MG. It should be noted that there was over 12.3 MG delivered to agriculture and construction related activities.
 - b. Permitting
 - i. Nothing
 - c. Wastewater –
 - i. Operations – the wastewater treatment plant received an average daily volume of 453,488 gallons in March, a slight decrease from the 453,618 gallons in February. Peak flow was 521,610 gallons per day in March – down from February.
 - ii. Sanitary Sewer Management Plan – Developed mapping and tabulation of system sizes and lengths.
 - d. Storm Water –
 - i. No rains in the month of March
2. Agriculture –
 - a. Plans are to deliver 1,700 af of Wonderful surface water this summer. Notification was made to Madera Irrigation District.
 - b. The municipal system was used to deliver water north of Avenue 12 at Business 41.
3. Overall –
 - a. Need to accept property and property easements related to the Water Tank site, the Well 2 site, and the stormwater basin located south of Root Creek Parkway and east of the Riverstone Lodge. Five documents in total.
 - b. Need to finalize transfer of in block facilities for Village A blocks 3, 4, 5, 7, 8 and 9 as well as Village B parcels 18, 19, 23, 24, 25, 26, 27, 28, 32, 33.
 - c. Contract language for easement for Tract 285 (Village B Parcel 19 – Lafayette) sent to Lennar/Master developer for execution. Precision sent the

easement to the County and they are reviewing. Precision (David Yacoby) is following up.

4. Avenue 12 – Construction on the widening continues. Contractor encountered water in trench when crossing District water pipeline. Contractor was notified to protect pipe and pipe bedding beneath the RCWD pipeline. County Road Commissioner directed the contractor to replace sand bedding with pea gravel wrapped in nonwoven filter fabric to protect from washout.

Projects in Design

Project Status:

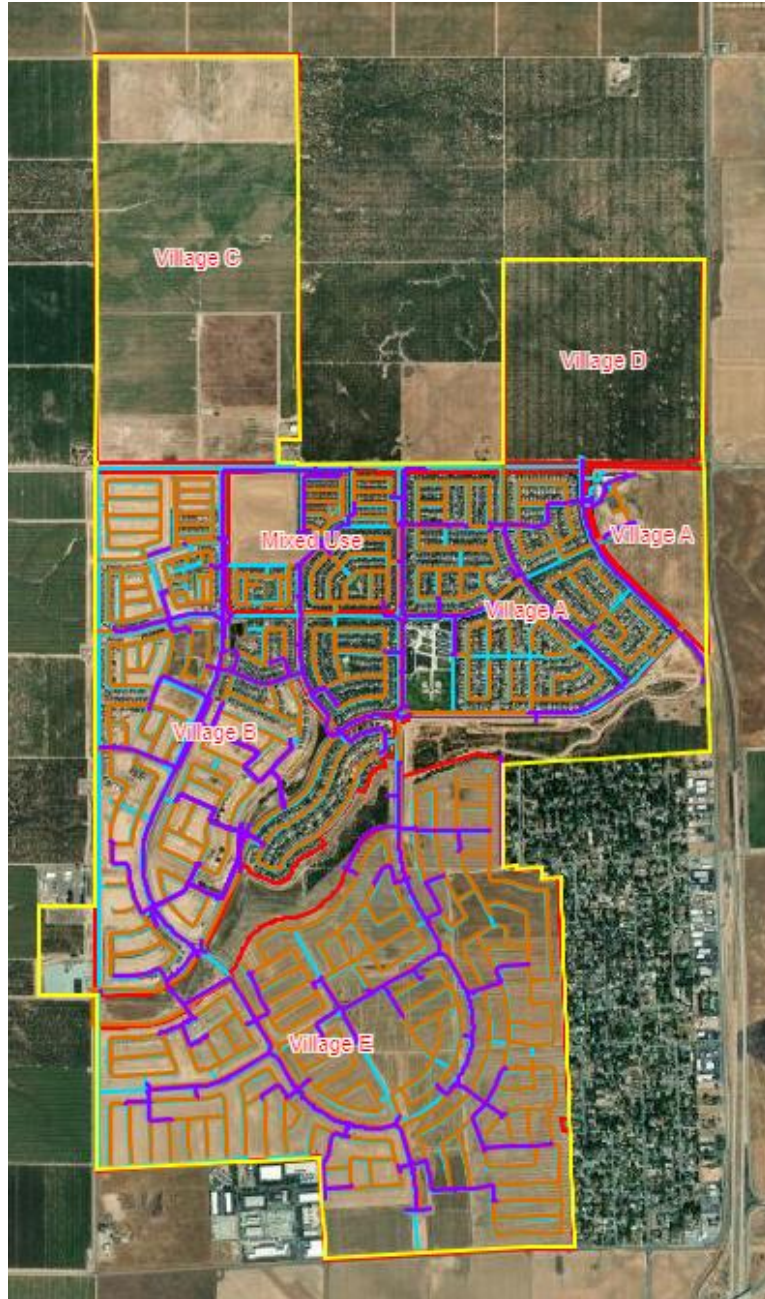
1. 80-acre recharge basin – Nothing to report. Requested historic information related to work performed under grant program. United States Bureau of Reclamation has advertised for WaterSmart grants.
2. Wastewater Ultimate Facility – Ave 10
 - a. The Planning Commission approved the Conditional Use permit at its March 4th meeting.

Projects in Construction

Construction status:

1. **Municipal Water System -**
 - a. WM Lyles is installing conduit between the Ave 12/Road 40 intersection and Well 2 sites for future installation of a fiber optic cable by ICAD/Lighthouse Electric. The conduit will connect to the conduit currently being installed under Ave 12 by the County as part of the Ave 12 road widening project.
 - b. Similar to the above, a conduit needs to be installed between Ave 12 and Well 5 to complete the circuit. Coordination with WM Lyles and Lighthouse continues.
2. **Municipal Wastewater Treatment**
 - a. Work continues on the Road 40 WWTP Tertiary expansion. Ben Crawford is conducting weekly construction meetings. Project completion is anticipated by late 2027.
3. **Well 5 and Tank –**
 - a. Work continues on the improvements required at the Tank site. RTD and ICAD are coordinating. Current status updates:
 - i. The installation of a fiber optic cable between the Well 5 and booster pump station sites is complete.
 - ii. Installation of new internet connection at the tank/booster pump station site by Comcast is still in progress. Cody Bergen with P&P is following up with Comcast.
4. **Proposition 1 Grant Administration –** Have initiated and submitted multiple quarterly reports and pay estimates to the DWR.

Status of current development



1. Developer Reviews –

- a. Received, Reviewed, and Responded to the following submittals:
 - i. Village C
 - a. Backbone
 - a. 7th Submittal comments returned to Y&H March 20, 2026
 - b. Phase 1
 - a. 5th submittal received from Y&H on February 24, 2026.
 - c. Phase 2
 - a. 3rd submittal comments returned to Y&H on January 29, 2026
 - d. Coordinating quitclaim for Lateral 2E
 - a. Quitclaim has been recorded with the County. The County is mailing the original recorded document to RCWD
 - ii. Tractor Supply
 - a. 4th submittal received on March 20, 2026
 - iii. Riverwalk South Commercial Backbone
 - a. 3rd submittal received on March 23, 2026
 - iv. Riverwalk South Commercial Offsite
 - a. 2nd submittal comments returned on March 5, 2026
 - v. Raley's
 - a. 1st submittal comments returned March 16, 2026
- c. Issues:
 - i. Purchase of Well 277 Outlot
 - ii. Purchase of 40 acres for Ultimate WWTP.
 - iii. Purchase of storm basins in Village E (two)

2. In-Tract Construction Review-issues with construction in support of the following construction.

- a. Village B
 - i. Parcel 2-4 Granville
- b. Village E
 - i. Tract 318 A & B – RTD requested additional videos for T318A for areas that need to be re-reviewed. RTD reviewed T318B and asked P&P to comment on the last repair video.
 - ii. Tract 319 A & B – These segments have been accepted and are operational.
 - iii. Backbone - Completed
- c. Issues: None

3. Other Subjects

- b. SR 41 Caltrans/Dewberry
 - i. No updates.
- c. GSP Update 2025 – Annual report revised per District comments and submitted. Provided comments on the draft annual report for the subbasin. Many of the comments were incorporated into the final document. Subbasin report was submitted to the State by April 1st.

- d. Infrastructure – Gather shape files from developers to build a GIS map of facilities.
 - i. Reaching out to design engineers for updated figures for the GIS model. Currently adding links to As-built plan sets in the online GIS maps for neighborhood Blocks showing SS/SW/W details and pipe diameters.
- e. WWTP Regulatory, Sanitary Sewer General Order (SSO), 2022-0103-DWQ
 - i. Working to comply with regulatory permitting with the State Board.
 - ii. Annual report submitted to the State.
- f. Updated projected improvement costs to be used by Financial consultant in update of capacity fees 2026.