

DIRECTORS NICK BRUNO, PRESIDENT JEFFREY D. COULTHARD, vice president SHANNON SIMONIAN, treasurer ERIC BREAM MATT CERNIGLIA MIKE DELAGUERRA HENK GRIFFIN

MANAGING RESOURCES FOR A BETTER FUTURE

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

REGULAR MEETING OF THE BOARD OF DIRECTORS

will be held on Monday, November 13, 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 Board Meeting on October 11, 2023.
- **b.** Acceptance of the financial statements for the month of September 2023.
- c. Approval of customer installment payment plans for delinquent accounts.

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. **PUBLIC HEARING –** Public hearing to review and consider adopting updated fees for the following:
 - a. Benefit Assessment
 - **b.** Agricultural Customer Late Fee
 - **c.** Municipal Customer Late Fee
 - d. Municipal Water Rate
 - e. Municipal Wastewater Rate
 - f. Municipal Storm Drain Rate
 - g. Municipal Water Volume Rate Drought Conditions
 - h. Municipal Connection Fees
 - i. Agricultural Groundwater Recharge Fee
 - j. Agricultural Surface Water Fee
- **7. RESOLUTIONS TO ADOPT FEES DISCUSSED IN THE PUBLIC HEARING** Review and take action. Upon conclusion of the public hearing, the board may take action to review and consider adopting the updated fees through corresponding resolutions.
 - a. Benefit Assessment No. 2023-11-13a
 - b. Agricultural Customer Late Fee No. 2023-11-13b
 - c. Municipal Customer Late Fee No. 2023-11-13c
 - d. Municipal Water Rate No. 2023-11-13d
 - e. Municipal Wastewater Rate No. 2023-11-13e
 - f. Municipal Storm Drain Rate No. 2023-11-13f
 - g. Municipal Water Volume Rate No. 2023-11-13g
 - h. Municipal Connection Fees No. 2023-11-13h
 - i. Agricultural Groundwater Recharge Fee No. 2023-11-13i
 - j. Agricultural Surface Water Fee No. 2023-11-13j
- 8. BOARD ACTION ITEMS The Board may take action on any of the following items:
 - a. Purchase and Sale Agreement Review and consider the purchase of APN 049-052-006 for the purpose of building a water blending and treatment facility.
 - b. Storm Drain Basin Maintenance Agreement Review and consider action to enter into an agreement with Bonadelle Homes and Groveland Development Corporation to maintain the storm basin at APN 080-150-014.
 - **c.** Cost Sharing Agreement Review and take action to enter into a cost sharing agreement with Madera County for repair of distress on Road 40.
 - **d. 2024 Fiscal Year Budget** Review and take action to adopt a budget for the 2024 Fiscal Year, commencing January 1, 2024.

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

- **a.** Operations Monthly Report
- **b.** Other District Matters
- **10. LEGAL COUNSEL REPORT** The Board may take action on any of the following items:
 - a. Legislation
 - **b.** Other District Matters
- **11. GENERAL MANAGER'S REPORT** The Board may take action on any of the following items:
 - **a.** Monthly Operations
 - **b.** Other District Matters
- **12. COMMUNITY FACILITES DISTRICT** The Root Creek Water District Board of Directors acting as the Board of Directors of the Community Facilities District may take action on any of the following items:
 - **a.** Receive and file the FY 2022/2023 SB 165 Local Special Tax and Bond Accountability Report.

13. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: 1 case

- a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: 1 case.
- 14. ADJOURN

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.

[•] 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.



<u>Directors</u> NICK BRUNO, president JEFFREY D. COULTHARD, vice president SHANNON SIMONIAN, treasurer ERIC BREAM MATTHEW CERNIGILIA HENK GRIFFIN MIKE DELAGUERRA

MANAGING RESOURCES FOR A BETTER FUTURE

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Minutes of the Meeting of the Board of Directors Root Creek Water District held on October 9, 2023

1. Call to Order

The board meeting for the Root Creek Water District (RCWD) was called to order at 11:01 a.m. by President Nick Bruno. Board members present were Nick Bruno, Jeff Coulthard, Shannon Simonian, Mike DelaGuerra, Eric Bream, and Henk Griffin. Board members absent were Matthew Cerniglia. Members of the public included Julia Stornetta, Al Solis, Nicole Stornetta, Steve Pickens, Brian Ehlers, Alison Lechowicz, Heather Bashian, and Jessica Johnson.

2. <u>Public Comment</u>

The district received no public comment.

- 3. <u>Closed Session</u> No reportable items.
- 4. <u>Potential Conflicts of interest</u> There were no potential conflicts of interest.

5. Consent Calendar

A motion was made by Director Coulthard, seconded by Director DelaGuerra to approve the minutes from the September 11, 2023 board meeting, and to accept the August 2023 financials and approve customer payment plans. The motion carried.

6. Correspondence

There was no correspondence.

7. Board Action Items

- a. **Financial Report -** Public Finance Consultant, Alison Lechowicz, gave a report on future cash flows and projected income, as well as outflow for projects and repayment of debt. There was no action taken by the board of directors.
- b. Contract for Grant Writing Services Director DeLaGuerra made a motion, seconded by Director Simonian to enter into an agreement for services with Provost & Pritchard Consulting for grant writing services in an amount not to exceed \$25,000

to apply for a federal WaterSmart grant for In-Lieu Irrigation pipeline expansion. The motion carried.

- c. **Contract Change Order** Director Coulthard made a motion, seconded by Director Simonian, to approve a change order from Lawrence Backhoe in the amount of \$17,035.41 for the Ag System Expansion. The motion carried.
- d. **Contract Change Order** Director Coulthard made a motion, seconded by Director DelaGuerra, to approve a change order in the amount of \$3,942 for the Ag System Expansion. The motion carried.

8. District Engineers Report

Subcontractor RT Diversified did not provide an Operations Report in time for the meeting, therefore wastewater flows and water usage were not reported at the meeting. The water treatment and blending facility is scheduled to commence in November. Punch list items submitted to contractor Cloacina remain incomplete at this time. The expansion of the agricultural irrigation pipeline is complete. Staff is coordinating the conversion and connection of Well #277 to the system with the construction of the blending facility to streamline the projects, as they are related. The district continues to perform quarterly drought reporting, is coordinating with the state to expand the drinking water permit as development continues to put demand on the system.

9. <u>Legal Counsel Report</u>

There are numerous bills in front of the Governor to sign or veto by October 14.

10. General Manager's Report

There were 10 permits pulled for the month of September. Regarding the per diem issue, payroll will start being issued to board members immediately, with withholdings deducted from monthly payments. The scheduled public hearing has been postponed to November 13, 2023. Late fees for delinquent agricultural accounts will be considered by the board at a rate of 1% per month past the due date. The administrative team will begin advancing property liens for delinquent account in the next month

11. Adjournment

The meeting was adjourned unanimously at 12:04 pm.

Julia D. Stornetta, District Secretary

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

	Sep 23	Jan - Sep 23
Ordinary Income/Expense		
Income		
410 · Agricultural Revenues	2.00	54 007 40
410.02 · Ag Recharge Fees-Includes Prepd 410.03 · Ag Capital Fee-Includes Prepaid	0.00 0.00	54,027.12 11,725.20
		11,723.20
Total 410 · Agricultural Revenues	0.00	65,752.32
420 · Municipal Revenues		
420.02 · Municipal Water Utility Charges	199,347.20	982,254.87
420.03 · Municipal Storm Drain Charges	10,757.42	71,415.40
420.04 · Municipal Wastewater Charges	75,075.41	498,441.55
420.09 · Late Fees (Municipal)	2,563.48	17,383.49
425.02 · Municipal Water Hydrant Usage	26,072.96	75,520.12
Total 420 · Municipal Revenues	313,816.47	1,645,015.43
430.00 · Municipal Revenues-BuilderChrgs		
430.01 Inspection Fees	5,750.00	302,860.37
Total 430.00 · Municipal Revenues-BuilderChrgs	5,750.00	302,860.37
480 · Other Sources Revenues		
480.01 · Assessments	0.00	99,916.52
480.03a · Grant Revenues	1,157,753.73	1,857,857.47
480.03b · Grant Admin Revenue	16,085.70	45,912.50
480.030 · Grant Costs	-52,097.15	-481,326.57
480.03d · Grant Admin Costs	-4,076.20	-28,937.50
	-	
480.04 · Interest Income.	1,455.96	11,771.14
Total 480 · Other Sources Revenues	1,119,122.04	1,505,193.56
Total Income	1,438,688.51	3,518,821.68
Gross Profit	1,438,688.51	3,518,821.68
Expense		
510 · Water Costs		
510.01 · Water Option Pymnt - MID	0.00	100,000.00
510.02 · Water Purchased- MID	0.00	881,602.00
Total 510 · Water Costs	0.00	981,602.00
520.01 · MID Assessments	0.00	159,173.25
530.01 · MID Roof Top Fee	20,800.00	794,300.00
540 · System Maintenance		
540.01 · Chemicals	6,145.38	37,106.92
540.02 · Repairs & Maintenance	12,258.50	73,153.96
540.03 Lab Analysis	2,340.00	30,965.50
Total 540 · System Maintenance	20,743.88	141,226.38
550 · System Management		
550.01 · Operator Contracted	51,915.87	639,527.72
550.03 · Inspection Fees	23,773.42	314,448.73
550.04 · Hauling and Discharge	28,841.03	107,926.14
Total 550 · System Management	104,530.32	1,061,902.59
560.01 · Permits	577.00	36,709.32
570 · Groundwater Maintenance		
570.01 · Groundwater Measurements	0.00	22,950.03
570.02 · Groundwater Sustainability	0.00	38,869.86
Total 570 · Groundwater Maintenance	0.00	61,819.89
	0.00	01,010.09

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

	Sep 23	Jan - Sep 23
580 · Services		
580.01 · Power	67,079.34	401,635.72
580.02 · Communications	1,969.13	31,089.36
580.03 · Security	1,666.90	4,572.74
Total 580 · Services	70,715.37	437,297.82
610 · Marketing		
610.02 · Website	70.00	2,997.73
Total 610 · Marketing	70.00	2,997.73
620 · Professional Fees		
620.01 · Accounting	4,375.00	36,585.50
620.03 · Management Contracted	12,753.33	98,122.22
620.04 · Engineering	0.00	121,591.08
620.05 · Legal	2,825.00	54,126.58
620.06 · GIS Services	0.00	4,768.20
620.09 · Special Counsel	3,254.50	134,925.17
620.10 · Public Finance	22,631.03	46,026.95
Total 620 · Professional Fees	45,838.86	496,145.70
630 · Consultants	0.00	00.044.05
630.04 · GSP	0.00	82,641.35
630.05 · MS4 Program	0.00	13,178.13
Total 630 · Consultants	0.00	95,819.48
640.01 · Membership dues	0.00	14,435.00
650.01 · Insurance	0.00	24,962.68
660 · General & Administrative Costs		
660.01 · Printing & Reproduction	1,402.00	2,804.01
660.03 · Conference & Meetings	910.19	9,420.20
660.04 · Travel	47.55	514.35
660.06 · Postage	1.80	251.13
660.07 · Bank Charges 660.08 · Email Hosting & Storage	225.00 0.00	2,007.50 675.00
Total 660 · General & Administrative Costs	2,586.54	15,672.19
Total Expense	265,861.97	4,324,064.03
Net Ordinary Income	1,172,826.54	-805,242.35
Other Income/Expense		
Other Income		
430.02 · Rooftop Fees	50,400.00	807,167.07
430.03 · Water Connection Fees	157,836.00	3,278,333.71
430.04 · Wastewater Connection Fees	475,812.00	7,540,916.05
430.05 · Storm Drain Connection Fees	44,250.00	1,263,671.49
430.06 · Meter Installation Fees 480.02 · CFD Assessments	8,880.00 0.00	572,448.50 773,455.89
Total Other Income	737,178.00	14,235,992.71
	,	
Other Expense 900.01 · Capital Expenditures-Equipment	0.00	185,794.20
900.02 · Capital Experiatores-Equipment	104,062.50	299,684.50
900.04 · RC Parkway Recharge Project	0.00	603.37
900.05 · New Well Construction	29,308.81	228,718.37
900.06 · Well #5 Improvements	0.00	10,054.50
900.07 · 400,000 gpd WWTF	2,078.72	347,875.72
900.08 · Storm Drain Basin Modification	0.00	935.00
900.09 · Water Blending Facility	8,355.00	317,490.28
900.10 · Wastewater UV Facility	0.00	12,149.26
900.12 · Ag System Expansion Project	727,722.43	1,758,126.25
900.90 · Capital Projects Admin Costs	46,535.65	412,235.48
	.0,000.00	

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

	Sep 23	Jan - Sep 23
930.01 · Bond Issuance Costs	0.00	365,900.00
930.02 · Bond Admin Cost	0.00	5,400.00
960.00 · Debt Payments		
960.1 · Debt Principal	94,659.29	187,919.68
960.2 · Interest Expense	37,821.71	77,042.32
Total 960.00 · Debt Payments	132,481.00	264,962.00
970.00 · Bond Payments		
970.01 · Bond Payments-Principal	230,000.00	230,000.00
970.02 · Bond Interest	265,595.13	425,001.38
Total 970.00 · Bond Payments	495,595.13	655,001.38
990.01 · Transfers In	0.00	-660,400.99
990.02 · Transfers Out	0.00	660,400.99
Total Other Expense	1,546,139.24	4,864,930.31
Net Other Income	-808,961.24	9,371,062.40
Net Income	363,865.30	8,565,820.05

ROOT CREEK WATER DISTRICT

Statement of Revenues and Expenses by Fund-Cash Basis

January 1	through	September	2023
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	01-District Administration	02-Water Municipal	03-Sewer	04-Storm Drain	05-Water Agriculture	91-CFD Bond \$5,830,000	92-CFD Bond \$10,060,000.00	92-CFD Bond \$2,565,000	TOTAL
Ordinary Income/Expense									
Income 410 · Agricultural Revenues 410.02 · Ag Recharge Fees-Includes Prepd 410.03 · Ag Capital Fee-Includes Prepaid	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	54,027.12 11,725.20	0.00 0.00	0.00	0.00 0.00	54,027.12 11,725.20
Total 410 · Agricultural Revenues	0.00	0.00	0.00	0.00	65,752.32	0.00	0.00	0.00	65,752.32
420 - Municipal Revenues 420.02 - Municipal Water Utility Charges 420.03 - Municipal Storm Drain Charges 420.04 - Municipal Wasterwater Charges 420.09 - Late Fees (Municipal) 425.02 - Municipal Water Hydrant Usage	0.00 0.00 0.00 0.00 0.00	982,254.87 0.00 0.00 17,383.49 75,520.12	0.00 0.00 498,441.55 0.00 0.00	0.00 71,415,40 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	982,254.87 71,415.40 498,441.55 17,383.49 75,520.12
Total 420 · Municipal Revenues	0.00	1,075,158.48	498,441.55	71,415.40	0.00	0.00	0.00	0.00	1,645,015.43
430.00 · Municipal Revenues-BuilderChrgs 430.01 · Inspection Fees	0.00	100,953.44	100,953.48	100,953.45	0.00	0.00	0.00	0.00	302,860.37
Total 430.00 · Municipal Revenues-BuilderChrgs	0.00	100,953.44	100,953.48	100,953.45	0.00	0.00	0.00	0.00	302,860.37
480 - Other Sources Revenues 480.031 - Assessments 480.033 - Grant Revenues 480.0361 - Grant Admin Revenue 480.0361 - Grant Admin Costs 480.0361 - Grant Admin Costs 480.043 - Interest Income.	99,916.52 0.00 0.00 0.00 0.00 0.00	0.00 1.857.857.47 45.912.50 -481.326.57 -28.937.50 73.50	0.00 0.00 0.00 0.00 0.00 66.44	0.00 0.00 0.00 0.00 0.00 66.42	0.00 0.00 0.00 0.00 0.00 11,441.71	0.00 0.00 0.00 0.00 0.00 13.56	0.00 0.00 0.00 0.00 103.84	0.00 0.00 0.00 0.00 0.00 5.67	99,916.52 1,857,857.47 45,912.50 -481,326.57 -28,937.50 11,771.14
Total 480 · Other Sources Revenues	99,916.52	1,393,579.40	66.44	66.42	11,441.71	13.56	103.84	5.67	1,505,193.56
Total Income Gross Profit	99,916.52	2,569,691.32	599,461.47	172,435.27	77,194.03	13.56	103.84	5.67	3,518,821.68
Stose From Expense 510 · Water Costs 510.01 · Water Option Pymnt - MID 510.02 · Water Purchased- MID	0.00	50,000.00 440.801.00	0.00	0.00	50,000.00 440.801.00	0.00	0.00	0.00	100,000.00 881.602.00
Total 510 · Water Costs	0.00	490,801.00	0.00	0.00	490,801.00	0.00	0.00	0.00	981,602.00
520.01 · MID Assessments 530.01 · MID Roof Top Fee 540 · System Maintenance	0.00 0.00	159,173.25 794,300.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	159,173.25 794,300.00
540.01 · Chemicals 540.02 · Repairs & Maintenance 540.03 · Lab Analysis	0.00 0.00 0.00	23,448.60 60,888.14 15,915.00	13,658.32 12,265.82 15,050.50	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	37,106.92 73,153.96 30,965.50
Total 540 · System Maintenance	0.00	100,251.74	40,974.64	0.00	0.00	0.00	0.00	0.00	141,226.38
550 · System Management 550.01 · Operator Contracted 550.03 · Inspection Fees 550.04 · Hauling and Discharge	0.00 0.00 0.00	161,419.15 104,816.29 0.00	470,755.25 104,816.26 107,926.14	7,353.32 104,816.18 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	639,527.72 314,448.73 107,926.14
Total 550 · System Management	0.00	266,235.44	683,497.65	112,169.50	0.00	0.00	0.00	0.00	1,061,902.59
560.01 · Permits 570 · Groundwater Maintenance 570.01 · Groundwater Measurements 570.02 · Groundwater Sustainability	0.00 0.00 0.00	12,022.32 11,475.02 19,434.94	24,687.00 0.00 0.00	0.00 0.00 0.00	0.00 11,475.01 19,434.92	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	36,709.32 22,950.03 38,869.86
Total 570 · Groundwater Maintenance	0.00	30,909.96	0.00	0.00	30,909.93	0.00	0.00	0.00	61,819.89
580 · Services 580.01 · Power 580.02 · Communications 580.03 · Security	0.00 0.00 0.00	267,453.07 23,275.70 3,349.74	115,554.42 7,813.66 1,223.00	0.00 0.00 0.00	18,628.23 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	401,635.72 31,089.36 4,572.74
Total 580 · Services	0.00	294,078.51	124,591.08	0.00	18,628.23	0.00	0.00	0.00	437,297.82
610 · Marketing 610.02 · Website	1,177.73	910.00	0.00	0.00	910.00	0.00	0.00	0.00	2,997.73
Total 610 · Marketing	1,177.73	910.00	0.00	0.00	910.00	0.00	0.00	0.00	2,997.73
620 - Professional Fees 62.0.01 - Accounting 620.03 - Management Contracted 620.04 - Engineering 620.05 - Legal 620.06 - GIS Services 620.09 - Special Counsel 620.10 - Public Finance	810.06 0.00 6.201.50 14.554.96 0.00 0.00 0.00	9,282.04 22,448.34 86,200.87 25,360.96 795.81 67,462.62 15,342.34	9,282.04 26,612.79 6,163.88 1,256.67 623.81 0.00 15,342.32	9,282.03 26,612.77 8,962.91 726.66 623.79 0.00 15,342.29	7,929.33 22,448.32 14,061.92 12,227.33 2,724.79 67,462.55 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	36,585,50 98,122,22 121,591,08 54,126,58 4,768,20 134,925,17 46,026,95
Total 620 · Professional Fees	21,566.52	226,892.98	59,281.51	61,550.45	126,854.24	0.00	0.00	0.00	496,145.70
630 · Consultants 630.04 · GSP 630.05 · MS4 Program	0.00	41,320.68 0.00	0.00	0.00	41,320.67 0.00	0.00	0.00	0.00	82,641.35 13,178.13
Total 630 · Consultants	0.00	41,320.68	0.00	13,178.13	41,320.67	0.00	0.00	0.00	95,819.48
640.01 · Membership dues 650.01 · Insurance	2,887.00 1,071.40	2,887.00 5,972.82	2,887.00 5,972.82	2,887.00 5,972.82	2,887.00 5,972.82	0.00 0.00	0.00 0.00	0.00 0.00	14,435.00 24,962.68

ROOT CREEK WATER DISTRICT

Statement of Revenues and Expenses by Fund-Cash Basis

January through September 2023

01	I-District Administration	02-Water Municipal	03-Sewer	04-Storm Drain	05-Water Agriculture	91-CFD Bond \$5,830,000	92-CFD Bond \$10,060,000.00	92-CFD Bond \$2,565,000	TOTAL
660 - General & Administrative Costs 660.01 - Printing & Reproduction 660.03 - Conference & Meetings 660.04 - Travel 660.05 - Postarges 660.05 - Bank Charges 660.05 - Email Hosting & Storage	1,196.94 9,420.20 514.35 251.13 5.00 675.00	555,85 0.00 0.00 664,18 0.00	499.53 0.00 0.00 664.15 0.00	499.51 0.00 0.00 664.17 0.00	52.18 0.00 0.00 10.00 10.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	2,804.01 9,420.20 514.35 261.13 2,007.50 675.00
Total 660 · General & Administrative Costs	12,062.62	1,220.03	1,163.68	1,163.68	62.18	0.00	0.00	0.00	15,672.19
Total Expense	38,765.27	2,426,975.73	943,055.38	196,921.58	718,346.07	0.00	0.00	0.00	4,324,064.03
Net Ordinary Income	61,151.25	142,715.59	-343,593.91	-24,486.31	-641,152.04	13.56	103.84	5.67	-805,242.35
Other Income/Expanse Other Income 430.02 - Rooftop Fees 430.03 - Water Connection Fees 430.04 - Wastewater Connection Fees 430.04 - Wastewater Connection Fees 430.05 - Storm Drain Connection Fees 430.05 - Meter Installation Fees 480.02 - CFD Assessments	0.00 0.00 0.00 0.00 0.00 0.00	807,167,07 3,278,333,71 0,00 572,448,50 257,818,64	0.00 0.00 7,540,916.05 0.00 0.00 257,818.63	0.00 0.00 1,263,671.49 0.00 257,818.62	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	807,167.07 3,278,333.71 7,540,916.05 1,263,671.49 572,448.50 773,455.89
Total Other Income	0.00	4,915,767.92	7,798,734.68	1,521,490.11	0.00	0.00	0.00	0.00	14,235,992.71
Other Expense 900.01 · Capital Expeditures-Equipment 900.22 · Capital Expeditures-Water Meters 900.04 · RC Parkway Recharge Project 900.05 · New Well Construction 900.06 · Well #5 Improvements 900.07 · 400,000 gpd WWTF 900.08 · Storm Drain Basin Modification 900.09 · Water Biending Facility 900.10 · Watserwater UV Facility 900.11 · Wastewater UV Facility 900.21 · Ag System Expansion Project 900.90 · Capital Projects Admin Costs 930.01 · Bond Issuance Costs 930.02 · Bond Admin Cost 960.00 · Debt Payments	$\begin{array}{c} 0.00\\$	180,734.02 299,684.50 603.37 12,87,18.37 10,054.50 0.00 317,490.28 0.00 1,758,128.25 267,042.84 0.00 0.00	5,060.18 0,00 0,00 0,00 0,00 0,00 0,00 12,149,26 0,00 66,388,69 0,00 0,00	0.00 0.00 0.00 0.00 935.00 0.00 0.00 0.00 61,695.10 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	$\begin{array}{c} 0.00\\$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 185,794.20\\ 299,684.50\\ 603.37\\ 228,718.37\\ 10,064.50\\ 347,875.72\\ 935.00\\ 317,490.28\\ 12,149.26\\ 1,758,126.25\\ 412,235.48\\ 365.500.00\\ 5,400.00\\ 5,400.00\\ \end{array}$
960.1 · Debt Principal 960.2 · Interest Expense	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	187,919.68 77,042.32	0.00 0.00	0.00 0.00	0.00 0.00	187,919.68 77,042.32
Total 960.00 · Debt Payments	0.00	0.00	0.00	0.00	264,962.00	0.00	0.00	0.00	264,962.00
970.00 · Bond Payments 970.01 · Bond Payments-Principal 970.02 · Bond Interest	0.00	0.00	0.00 0.00	0.00	0.00	115,000.00 226,250.00	60,000.00 106,188.88	55,000.00 92,562.50	230,000.00 425,001.38
Total 970.00 · Bond Payments	0.00	0.00	0.00	0.00	0.00	341,250.00	166,188.88	147,562.50	655,001.38
990.01 · Transfers In 990.02 · Transfers Out	0.00 0.00	0.00 220,133.67	0.00 220,133.67	0.00 220,133.65	0.00 0.00	-343,949.72 0.00	-166,188.88 0.00	-150,262.39 0.00	-660,400.99 660,400.99
Total Other Expense	0.00	3,282,587.80	651,587.52	282,763.75	282,090.85	0.28	365,900.00	0.11	4,864,930.31
Net Other Income	0.00	1,633,180.12	7,147,147.16	1,238,726.36	-282,090.85	-0.28	-365,900.00	-0.11	9,371,062.40
Net Income	61,151.25	1,775,895.71	6,803,553.25	1,214,240.05	-923,242.89	13.28	-365,796.16	5.56	8,565,820.05

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

January through September 2023

Opdimum (Learner): Licence: Image: Control of the contro		Jan - Sep 23	Budget	\$ Over Budget	% of Budget	
The - Applicatural Revenues 0.00 144,000.00 0.04 140.01 Applicatural Stream Chapter 9,00 123,000.00 -240,00.00 0.04 140.01 Applicatural Stream Chapter 9,00 123,000.00 -240,00.00 0.04 110.05.01 Applicatural Revenues 0.07,123,000.00 -242,01.01 10.04,400 10.04,400 120.01 Maintegial Revenues 0.02,123,000.00 0.22,241,67 10.04,400 120.01 Maintegial Revenues 0.02,000.00 -24,440,00 17.44,400 120.01 Maintegial Revenues 0.02,000.00 -24,241,67 10.04,400 120.01 Maintegial Revenues 0.02,000.00 -24,000.00 11.15,08,40 14.45,000.00 120.01 Maintegial Revenues BuilderChaps 10.05,000.00 -24,000.00 10.06,000 10.06,000 120.01 Maintegial Revenues BuilderChaps 10.02,000.00 120,000.00 120,000.00 10.00,00 120.01 Maintegial Revenues BuilderChaps 10.02,000.00 120,000.00 120,000.00 10.00,00 120	Ordinary Income/Expense					
416.3 · Agriculture Surface Water Charge 0.00 14400030 -14600000 0.05 410.02 · Agriculture Surface Water Charge 0.00 1221449.20 -223449.20 248 410.02 · Agriculture Surface Water Charge 0.00 122149.20 -223449.20 248 420.0 · Manicipal Revenues 0.0570.32 1.603.051.90 -1.507.30.67 40% 420.4 · Manicipal Revenues 0.6730.32 0.00.00 -24.64.01 74.44 420.4 · Manicipal Revenues 1.454.15.3 0.770.00.00 -24.64.01 74.45 420.0 · Manicipal Revenues 1.454.01.5.4 0.770.00.00 -24.69.157 0.63.77 420.0 · Manicipal Revenues BuilderCharge 1.654.01.5.4 0.770.00.00 -24.69.157 0.63.77 420.0 · Manicipal Revenues BuilderCharge 302.800.37 753.00.00 173.560.37 245.7% 420.0 · Manicipal Revenues BuilderCharge 302.807.37 153.00.00 170.260.37 246.2% 420.0 · Manicipal Revenues BuilderCharge 302.807.27 153.00.00 170.800.00 170.800.00 420.0 · Manicipal Revenues BuilderCharge 302.807.27 </th <th>Income</th> <th></th> <th></th> <th></th> <th></th> <th></th>	Income					
410.02 - Å Brochung Freishald 54.027.12 1.278.071.89 -1.224.94.47 4.250 410.03 - Å Brochung Freishald 69.772.32 1.00.001.90 -229.94.407 4.09 420.02 - Manicipal Revenues 69.772.32 1.00.001.90 -1.254.94.47 1.04.95 420.02 - Manicipal Revenues 69.772.32 1.00.001.90 -24.94.47 1.04.94 420.02 - Manicipal Revenues 7.44.94.48 690.000.00 62.254.87 1.00.00 -24.94.94.00 7.44.94 420.02 - Manicipal Revenues 7.44.94.04 690.000.00 -24.94.94.00 7.44.94.94 44.94.94.94 420.02 - Manicipal Revenues BuilderChrags 7.85.01.01 7.75.00.00 28.50.07 37.00.00 -40.94.94 49.94.94.94 49.94.94.94.94.94.94.94.94.94.94.94.94.9		0.00	146.000.00	-146.000.00	0.0%	
Total 410 - Agricultural Revenues 68,752.32 1,003,001,00 -1,507,338,07 4,0% 420	410.02 · Ag Recharge Fees-Includes Prepd	54,027.12	1,278,971.99	-1,224,944.87	4.2%	
420 : Notice all Revenues 992.294.67 990.000.00 32.24.67 110.456 420.01 : Nuncipal Water Utility Charges 71.415.40 960.000.00 32.24.67 74.415 420.01 : Nuncipal Water Utility Charges 71.415.40 960.000.00 32.254.67 74.415 420.01 : Nuncipal Water Utility Charges 71.233.412 92.200.00 23.501.12 145.274 430.01 : Inspection Fee 0.22.000.37 27.500.00 22.653.0.37 20.653.00 430.01 : Inspection Fee 0.02.000.37 0.200.00 0.200.000 0.200.000 440.01 : Inspection Fee 0.02.000.37 0.210.00.00 2.44.083.48 22.02% 440.01 : Assessments 99.916.52 34.400.00 2.44.083.48 22.0% 440.01 : Assessments 99.916.52 34.400.00 2.44.083.48 22.0% 440.01 : Assessments 99.916.52 34.400.00 2.44.083.48 22.0% 440.01 : Assessments 99.916.52 34.400.00 -1.48.08.04 0.0% 440.01 : Assessments 1.90.910.00 1.10.00.00 0.00.00 0.0% <	410.03 · Ag Capital Fee-Includes Prepaid	11,725.20	238,120.00	-226,394.80	4.9%	
420.02 - Municipal Start Utility Charges 420.02 - Municipal Mater Utility Charges 47.445.03 420.00 - Late Free (Municipal 420.00 - Municipal Revenues 420.01 - Inspection Free 420.00 - Municipal Revenues 420.01 - Municipal Revenues-BuilderCharge 420.01 - Assessments 420.01 - Outside Water Sales 50.01 - Outside Water Sales 50	-	65,752.32	1,663,091.99	-1,597,339.67		4.0%
420.03 Municipal Storm Drain Changes 430.04 7.1415.40 96.000.00 -24.584.60 74.4% 420.03 Municipal Revenues Changes 430.01 75.500.12 52.000.00 -21.508.457 145.2% 420.03 Municipal Revenues-BuilderChage 430.01 1.465.015.43 1.708.000.00 -22.500.12 145.2% 420.03 Municipal Revenues-BuilderChage 430.01 502.800.37 72.260.00 -26.000.07 310.6% 430.01 Image Revenues-BuilderChage 430.01 502.800.37 122.500.00 173.980.37 22.5% 440.01 Assessments 440.01 489.612.20 150.000.00 -44.000.50 30.6% 440.01 Assessments 440.01 489.512.01 150.000.00 -104.007.50 30.6% 440.02 Grant Admin Gents 440.03 -168.000.00 -104.007.01 167.3% 440.03 Grant Admin Gents 1.505.103.56 1.604.000.00 -108.000.00 -108.000.00 7014 400 Other Sources Revenues 450.01 1.566.201.02 -1.667.70.31 67.3% 91 Vater Costs 591.000 -1.668.70.00 -1.668.70.01		082 254 87	800 000 00	02 254 87	110.4%	
420.64 Municipal Watewater Chargies 426.24 448.44 5.6 67.000.00 1.71.58.45 74.48 420.05 Municipal Revenues 1.045.016.43 1.700.00.00 -82.094.57 90.3% 430.05 Municipal Revenues 0.045.016.43 1.700.00.00 -82.094.57 90.3% 430.05 Municipal Revenues 0.000 20.000.00 20.000.00 0.0% 430.07 Searce Municipal Revenues-BuliderChrgs 302.890.37 123.500.10 -78.000.00 0.0% 430.07 Searce Maximus 0.695.016.52 344.000.00 -244.083.48 22.0% 430.07 Searce Maximus 1.857.857.47 150.000.00 -104.067.50 30.6% 430.03 Grant Admin Coxts -2.837.53 150.000.00 -1.480.000.00 -1.380.000.00 0.0% 430.04 Herrest Income 3.516.821.66 5.186.501.99 -1.669.770.31 67.6% 430.05 Other Sources Revenues 1.055.1163.26 1.88.000.00 -1.669.770.31 67.6% 501.51 Vister Costs 0.000						
425.02 Municipal Revenues 75.50.12 15.20.00 22.50.12 145.2% Total 420 Nunicipal Revenues BuilderChrigs 1.945.016.43 1.708.000.00 42.024.57 90.3% 430.07 Sewer Puily Fee 202.560.37 225.50.12 91.00 245.30.37	420.04 · Municipal Wastewater Charges	498,441.55			74.4%	
Total 429 Municipal Revenues 1.845,015,43 1.708,000,00 -62,084,57 96,37 430.01 Municipal Revenues-BuilderChrigs 302,280,37 20,000 20,000 20,000 20,000 0,0% 430.01 Municipal Revenues-BuilderChrigs 302,280,37 10,000 20,000 20,000 0,0% 440.01 Municipal Revenues-BuilderChrigs 302,800,37 10,000 -244,083,48 29,0% 440.01 Municipal Revenues-BuilderChrigs 99,16,52 344,000,00 -244,083,48 29,0% 440.01 Municipal Revenues 1,87,487,47 150,000,00 -164,087,59 30,6% 440.02 Municipal Revenues 1,97,71,41 1,90,000,00 -164,087,59 30,6% 440.02 Municipal Revenues 1,056,103,50 1,580,000,00 0,0% 0,0% 400.02 Municipal Revenues 0,051,15,56 1,580,000,00 -1,660,770,31 67,78% Gross Profit 3,518,821,68 5,188,591,99 -1,666,770,31 67,78% Gross Profit 3,518,621,69 1,987,822,000 -1,088,700,30 0,0% 510.02 Water Costs 694,150,200						
430.0.1 Municipant Revenues-BuilderChrugs 430.07 302,860.17 28,000.00 27,000 28,000.00 255,000.07 28,000.00 310,6% 28,000.00 Total 450.01 Municipant Revenues-BuilderChrugs 302,860.17 27,000.00 256,000.07 224,2% 480.01 Assessments 19,916.52 344,000.00 -244,083.48 22.0% 480.01 Assessments 19,916.52 344,000.00 -244,083.48 22.0% 480.01 Assessments 19,916.52 344,000.00 -244,083.48 22.0% 480.01 Assessments 19,916.52 150,000.00 1-104,075.59 30.0% 480.32 Grant Atmini Novemue 14,825.57 150,000.00 1-106,007.51 30.0% 480.41 Increase 11,777,14 1,350,000.00 -1,868,044 88.9% Total 480.0 Outside Water Sales 0,100,070 100,070.01 67.9% Gross Profit 3,518,21.88 518,851.99 -1,668,770.31 67.8% 50.01 Water Costs 641,802.00 2,088,71.90 0.00% 77.8%					145.2%	
430.01 · Impiction Fee 302.880.37 97,500.00 205.880.37 311.05% 430.01 · Sources Revenues 0.07 2.00.00.00 -260.00.00 -260.00.00 0.0% 480.01 · Sources Revenues 199.19.52 344,000.00 -244,083.48 29.0% -244,083.48 29.0% 480.03 · Grant Admin Revenue 45.975.77 150.000.00 -104,087.50 33.0.6% 480.03 · Grant Admin Revenue -243.975.77 150.000.00 -104,087.50 33.0.6% 480.03 · Grant Admin Costs -28.975.07 150.000.00 121.082.50 19.3% 480.04 · Other Sources Revenues -0.05 1.550.000.00 -1.660.770.31 67.8% Total 40.00 · Other Sources Revenues -3.018.621.08 5.188.991.99 -1.660.770.31 67.8% 510.01 · Water Costs 91.000.00.0 100.000.00 0.00% 47.7% 52.001 · MUR costs -91.680.770.31 67.8% 57.857.20.00 -0.05% 500.01 · Water Costs 91.600.00 100.00.00 0.00% 47.7% 52.001 · MUR cof top Fee 794.300.00 2.085.70.00	Total 420 · Municipal Revenues	1,645,015.43	1,708,000.00	-62,984.57		96.3%
430.07 - Siver Plug Fe 0.00 28,000.00 -28,000.00 0.0% Total 430.05 - Municipal Revenues- 480.01 - Aessammets 480.01 - Aessammets 480.01 - Aessammets 480.03 - Carnet Admin Costs 480.03 - Carnet Admin Costs 480.04 - Carnet Admin Costs 580.04 - Carnet Admin Costs 580.04 - Carnet Admin Costs 580.04 - Carnet Admin Costs 580.04 - Water Varchas 580.04 - Water Varchas 580.04 - Water Varchas 580.04 - Carnet Admin Adm						
Total 430.00 Municipal Revenues-BuilderChrgs 302,880.37 123,500.00 179,880.37 245,2% 480 Other Sources Revenues 99,916.52 344,000.00 -244,083.48 220,0% 480.03 Gent Revenues 1827,627,77 159,000.00 -104,087,50 30,05% 480.03 Gent Mark 283,326,57 159,000.00 121,062,250 19,33% 480.03 Gent Admin Costs -283,326,57 150,000.00 121,062,250 19,33% 480.04 Other Sources Revenues 1,055,135,05 1,694,000,00 -148,800.44 488,95% Total Hadro 0,00 1,055,135,05 1,694,000,00 -148,800.44 488,95% Total Income 3,518,821,68 5,188,591,99 -1,689,770,31 67,85% 510.0 Water Costs 91,900,000 100,000,00 0,00 100,00% 510.02 Water Purchased-MID 81,802,00 1,967,71,118,00 47,7% 510.02 Water Costs 914,802,00 2,968,720,00 -1,977,71,180,0 47,7% 510.02						
480. Other Sources Revenues 99.016.52 344,000.00 -244.083.48 22.0% 480.03a - Grant Revenues 1877.687.47 150.000.00 -104.087.50 30.0% 480.03a - Grant Admin Costs -281.286.72 150.000.00 -104.087.50 30.0% 480.03c - Grant Admin Costs -281.286.72 -180.000.00 -11.062.50 19.3% 480.04 - Interest Income. -11.77.14 -188.062.44 -788.200.00 -0.0% Total 480 - Other Sources Revenues 1.105.193.56 1.694.000.00 -1.380.000.00 0.0% Total 480 - Other Sources Revenues 1.05.193.56 1.694.000.00 -1.699.770.31 67.8% Gross Froit -3.518.821.68 5.188.501.99 -1.699.770.31 67.8% 510.01 - Water Costs	•				0.070	245 204
480.01 · Assessments 99.016.52 344,000.00 -244.083.46 22.0 % 480.050 · Grant Admin Revenue 45.912.50 150.000.00 -104.087.50 30.8 % 480.050 · Grant Admin Revenue 45.912.50 150.000.00 121.082.50 19.3 % 480.051 · Grant Admin Revenue 34.937.77 -150.000.00 121.082.50 19.3 % 480.051 · Grant Admin Revenue 1.505.193.56 1.684.000.00 -138.606.44 88.9 % 480.01 · Vater Stees 1.505.193.56 1.684.000.00 -188.606.44 88.9 % Gross Profit 3.518.821.68 5.188.591.99 -1.669.770.31 67.8 % Gross Profit 0.01 100.000.00 100.000.00 0.00 100.00% 510.01 · Water Delion Primit - MD 100.000.00 100.00% 100.00% 37.2 % 510.02 · Water Purchases - Wonderful 0.00 1.958.720.00 -1.058.720.00 0.00% 510.03 · Water Purchase - Wonderful 0.00 1.958.720.00 -1.0567.720.80 37.2 % 520.01 · MD Assessments 159.172.25 160.000.00 -2.288.08		302,000.37	123,500.00	179,300.37		243.2%
480.03b · Grant Admin Revenue 45.012.50 480.03c · Grant Costs -28.937.50 480.03c · Grant Admin Costs -28.937.50 -1.550.000.00 -1.550.000.00 -1.550.000.00 -1.550.000.00 -1.580.000.00 -1.580.000.00 -1.580.000.00 -1.580.000.00 -1.588.06.44 -88.954 -1.669.770.31 -1.669.720.00 -1.958.720.00 -1.958.720.00 -1.056.720 -1.057.65 -1.000.00 -1.056.720 -1.057.65 -1.000.00 -1.056.720 -1.057.65 -1.000.00 -22.893.08 -1.057.65 -1.000.00 -22.893.08 -1.057.65 -1.000.00 -1.056.64 -7.73.82 -7.74 -5.000 -1.050.00	480.01 · Assessments		344,000.00	-244,083.48	29.0%	
480.03c · Grant Costs 1-481.326.57 480.03c · Grant Admin Costs 2-8.937.50 1-150.000.00 121.062.50 19.3% 480.04 · Interest Income. 0.00 1.350.000.00 -1.350.000.00 0.0% 480.04 · Interest Income. 0.518.21.68 1.69.5193.56 1.694.000.00 -1.88.806.44 68.85% Total 480 · Other Sources Revenues 1.505.193.56 1.69.5199 -1.669.770.31 67.8% Gross Profit 3.518.821.68 5.188.591.99 -1.669.770.31 67.8% S10 · Water Costs 5510.5% 1.00.000.00 0.00 100.0% S10 · Water Costs 981.602.00 100.000.00 0.00 100.0% S10 · Water Costs 981.602.00 2.085.720.00 -1.067.718.00 47.7% S20.01 · MID Accessments 159.172.25 169.830.60 -10.677.65 69.37% S30.01 · MID Accessments 159.172.25 149.834.60 -10.877.18.00 378.2% S40.01 · Chemicals 37.165.92 60.000.00 -22.893.08 61.8% S40.02 · Repairs & Minitenance 131.428.38			150,000.00	-104,087.50	30.6%	
480.10 · Outide Water Sales 0.00 1.350.000.00 -1.350.000.00 0.0% Total 480 · Other Sources Revenues 1.505.193.56 1.604.000.00 -188.806.44 88.9% Total all nome 3.518.821.68 5.198.591.99 -1.669.770.31 077.8% Gross Profit 3.518.821.68 5.198.591.99 -1.669.770.31 0.0% S10.01 · Water Costs 510.01 · Water Costs 510.01 · Water Costs 0.00 100.000.00 0.00 0.00 S10.02 · Water Purchasses - Wonderful 0.00 1.958.720.00 -1.058.76.55 93.7% S20.01 · MID Assessments 159.173.25 169.830.90 -1.0657.65 93.7% S20.01 · MID Assessments 159.173.25 169.830.90 -1.077.118.00 47.7% S40.01 · Olimicals 37.153.96 100.000.00 -22.833.98 61.8% S40.01 · MID Assessments 159.173.25 169.830.90 -1.667.765 93.7% S40.01 · Optimicals 37.153.96 100.000.00 -22.833.98 61.8% S40.01 · Optimicals 37.153.95 100.000.00 -28.846.04			-150,000.00	121,062.50	19.3%	
Total Income 3.518.821.68 5.188.591.99 -1.669,770.31 67.8% Gross Profit 3.518.821.68 5.188.591.99 -1.669,770.31 67.8% Stores Stores Stores Stores Stores Stores Stores Stores Store Stores Stores			1,350,000.00	-1,350,000.00	0.0%	
Gross Profit 3,518,821.68 6,188,591.99 -1,669,770.31 67.8% Expense 510.01 · Water Option Pyrmt · MID 510.02 · Water Purchased · MID 510.03 · Water Costs 100,000.00 100,000.00 0.00 100.0% Total 510 · Water Costs 991,602.00 2,058,720.00 -1,958,720.00 0.0% Total 510 · Water Costs 991,602.00 2,058,720.00 -1,077,118.00 47.7% 520.01 · MID Assessments 159,172.25 169,830.00 100,000.00 584,300.00 378.2% 540 · System Maintenance 73,133.96 100,000.00 -22,893.08 61.8% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.02 · Repairs & Maintenance 141,220.38 20,000.00 -8,844.04 73.2% 550.05 · System Maintenance 13,000.00 -13,000.00 0.0% 550.05 · System Maintenance 314,448.73 22,500.00 86,442.25 87.7% 550.05 · System Maintenance 36,709.32 34,000.00 2,680.03 229.5% 550.05 · System Maintenance 36,709.32 34,000.00 2,650.03 <td>Total 480 · Other Sources Revenues</td> <td>1,505,193.56</td> <td>1,694,000.00</td> <td>-188,806.44</td> <td></td> <td>88.9%</td>	Total 480 · Other Sources Revenues	1,505,193.56	1,694,000.00	-188,806.44		88.9%
Expense \$10 · Water Costs \$10.0 · Water Option Pymnt - MID \$10.0 · Water Option Pymnt - MID \$10.0 · Water Purchases - Wonderful 0.00 100.000.00 881,602.00 100.000.00 9.00 0.00 100.00% 9.00 Total 510 · Water Costs 981,602.00 2,055,720.00 -1,055,720.00 0.0% S20.01 · MID Assessments 199,172.25 199,830.90 -1,0657.65 93.7% S40 · System Maintenance 37,106.92 60,000.00 -22,893.08 61.8% S40.01 · Chemicals 37,105.95 40,000.00 -9.034.50 77.4% S40.03 · Lab Analysis 30,965.540 40,000.00 -9.034.50 77.4% S50.03 · Lab Analysis 30,965.510 13,000.00 -9.034.50 77.4% S50.05 · Swyet Miangement 630.527.77 728,000.00 -88,947.28 87.7% S50.01 · Operator Contracted 639.527.72 728,000.00 -89.497.28 87.7% S50.01 · Operator Contracted 639.527.72 728,000.00 -89.497.28 87.7% S50.01 · Operator Contracted 639.527.72 728,000.00 -89.497.28 87.7% S50.01 · Operator Souther Maintenance	Total Income	3,518,821.68	5,188,591.99	-1,669,770.31		67.8%
is10 - Water Costs 510 - Water Costs 0.00 100.0% i510.01 - Water Option Pymnt - MID 100,000.00 100,000.00 0.00 100.0% i510.22 - Water Purchases - Wonderful 0.00 1,958,720.00 -1,958,720.00 0.0% i510.32 - Water Purchases - Wonderful 0.00 1,958,720.00 -1,077,118.00 47.7% i520.01 - MID Assessments 159,173.25 169,830.90 -10,657.65 93.7% i530.01 - MD Roof Top Fee 74,300.00 22,830.80 61.8% 37.82.% i540 - System Maintenance 73,153.96 100,000.00 -22,840.64 73.2% i550 - System Maintenance 141,226.38 200,000.00 -58,773.62 70.6% i550 - System Management 530,577.7 723,000.00 -58,773.62 70.6% i550.40 - System Management 1,061,902.59 1,144,500.00 -68,473.28 67.7% i550.40 - System Management 1,061,902.59 1,144,500.00 -22,893.18 61.7% i550.40 - Hauling and Discharge 107,926.14 175,000.00 20,013.29.597.41 92.8%	Gross Profit	3,518,821.68	5,188,591.99	-1,669,770.31		67.8%
510.01 · Water Option Pymn - MID 100,000.00 0.00 100.0% 510.03 · Water Purchased - MID 0.00 1.958,720.00 -1.958,720.00 0.0% Total 510 · Water Costs 981,602.00 2.058,720.00 -1.057,872.00 0.0% 520.01 · MID Assessments 159,732.5 168,830.90 -1.067,655 93,7% 530.01 · MID Assessments 159,732.5 168,830.90 -10,657,65 93,7% 540 · System Maintenance 37,106.92 60.000.00 -22,883.08 61.8% 540.01 · Chemicals 37,106.92 60.000.00 -22,883.08 61.8% 540.02 · Repairs & Maintenance 73,153.86 100,000.00 -40.845.02 77.4% 550 · System Maintenance 141,226.38 200,000.00 -58,773.62 70.6% 550 · System Management 50.00 13,000.00 -13,000.00 0.0% 550.01 · Operator Contracted 639,527.72 729,000.00 86,948,73 13.82% 550.01 · System Management 1.061,902.59 1,144,500.00 -67,073.86 61.7% 550.01 · Operator Contracted </td <td>Expense</td> <td></td> <td></td> <td></td> <td></td> <td></td>	Expense					
610.02 · Water Purchases - Wonderful 0.0 1.958,720.00 -1.958,720.00 0.0% Total 510 · Water Costs 981,602.00 2.058,720.00 -1.077,118.00 47.7% 520.01 · MID Assessments 159,173.25 169,830.90 -1.0657.65 393.7% 530.01 · MID Roof Top Fee 794,300.00 210,000.00 584,300.00 378.2% 540 · System Maintenance 73,153.96 100,000.00 -22,893.08 61.8% 540.02 · Repairs Maintenance 73,153.96 100,000.00 -22,893.08 61.8% 540 · System Maintenance 73,153.96 100,000.00 -22,893.08 61.8% 540.03 · Lab Analysis 30,965.50 40,000.00 -22,893.08 61.8% 550 · System Maintenance 73,153.96 100,000.00 -86,846.04 73.2% 550 · System Maintenance 73,153.95 100,000.00 -86,847.73 78 550 · System Maintenance 63,527.72 728,000.00 -80,947.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 -80,947.28 61.7% 5						
510.3 · Water Purchases - Wonderful 0.00 1,958,720.00 -1,958,720.00 0.0% Total 510 · Water Costs 981,602.00 2,058,720.00 -1,077,118.00 47.7% 520.01 · MID Assessments 159,173.25 169,830.90 -10,657,65 93.7% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.01 · Chemicals 37,105.95 40,000.00 -22,893.08 61.8% 540.02 · Repairs & Maintenance 73,153.96 100,000.00 -26,846.04 73.2% 550.3 · System Maintenance 141.226.38 200,000.00 -9.034.50 77.4% 550.01 · Operator Contracted 639,527.72 729,000.00 -88,473.62 70.6% 550.01 · Operator Contracted 639,527.72 729,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.01 · Operator Contracted 639,527.72 729,000.00 -82,597.41 92.8% 550.03 · Inspection Fees 314,448.73 227,500.00 26,94.73 138.2%			100,000.00	0.00	100.0%	
520.01 · MID Assessments 159,173.25 169,830.90 -10,657.65 93.7% 530.01 · MID Roof Top Fee 794,300.00 210,000.00 584,300.00 378.2% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.01 · Chemicals 37,106.92 60,000.00 -28,846.04 73.2% 540.03 · Lab Analysis 30,965.50 40,000.00 -9,034.50 77.4% 550.5 · System Maintenance 141,226.38 200,000.00 -58,773.62 70.6% 550. · System Maintenance 141,226.38 200,000.00 -88,746.04 73.2% 550.0 · System Fugs 0.00 13,000.00 -13,000.00 0.0% 550.0 · System Fugs 0.00 13,000.00 -13,000.00 0.0% 550.0 · System Fugs 0.00 13,000.00 -89,472.28 87.7% 550.0 · System Mainegement 1,061,902.59 1,144,500.00 -89,472.24 87.7% 550.0 · Porentice Fees 314,447.3 227,500.00 22,597.41 92.8% 570.0 · Groundwater Maintenance 36,709.32 </td <td></td> <td></td> <td>1,958,720.00</td> <td>-1,958,720.00</td> <td>0.0%</td> <td></td>			1,958,720.00	-1,958,720.00	0.0%	
530.01 · MID Roof Top Fee 794,300.00 210,000.00 584,300.00 378.2% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.03 · Lab Analysis 30,965.50 40,000.00 -26,846.04 73.2% 540.03 · Lab Analysis 30,965.50 40,000.00 -9,034.50 77.4% 550 · System Management 550 · System Management - - - 550.01 · Spectem Plugs 0.00 13,000.00 -13,000.00 0.0% 550.03 · Inspector Fores 314.44.73 227.500.00 86,94.73 138.2% 550.04 · Hauling and Discharge 107.926.14 175,000.00 -67,073.86 61.7% 550.05 · Swere Management 1,061.902.59 1,144,500.00 -82,597.41 92.8% 550.01 · Inspection Fores 36,709.32 34,000.00 2,709.32 108.0% 570.01 · Groundwater Maintenance 36,709.32 34,000.00 2,28,690.46 259.1% 570.02 · Groundwater Measurements <td>Total 510 · Water Costs</td> <td>981,602.00</td> <td>2,058,720.00</td> <td>-1,077,118.00</td> <td></td> <td>47.7%</td>	Total 510 · Water Costs	981,602.00	2,058,720.00	-1,077,118.00		47.7%
530.01 · MID Roof Top Fee 794,300.00 210,000.00 584,300.00 378.2% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.01 · Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.03 · Lab Analysis 30,965.50 40,000.00 -26,846.04 73.2% 540.03 · Lab Analysis 30,965.50 40,000.00 -9,034.50 77.4% 550 · System Management 550 · System Management - - - 550.01 · Spectem Plugs 0.00 13,000.00 -13,000.00 0.0% 550.03 · Inspector Fores 314.44.73 227.500.00 86,94.73 138.2% 550.04 · Hauling and Discharge 107.926.14 175,000.00 -67,073.86 61.7% 550.05 · Swere Management 1,061.902.59 1,144,500.00 -82,597.41 92.8% 550.01 · Inspection Fores 36,709.32 34,000.00 2,709.32 108.0% 570.01 · Groundwater Maintenance 36,709.32 34,000.00 2,28,690.46 259.1% 570.02 · Groundwater Measurements <td>520.01 · MID Assessments</td> <td>159.173.25</td> <td>169.830.90</td> <td>-10.657.65</td> <td></td> <td>93.7%</td>	520.01 · MID Assessments	159.173.25	169.830.90	-10.657.65		93.7%
540.01 Chemicals 37,106.92 60,000.00 -22,893.08 61.8% 540.02 Repairs & Maintenance 73,153.96 100.000.00 -26.846.04 73.2% 540.03 Lab Analysis 30,965.50 40,000.00 -9.034.50 77.4% Total 540 System Maintenance 141,226.38 200,000.00 -58,773.62 70.6% 550 System Management 550.05 Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.05 Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.05 Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 50.04 Hauling and Discharge 10,061,902.59 1,144,500.00 -67,073.86 61.7% 560.01 Permits 36,709.32 34,000.00 12,950.03 22,095.03 10,000.00 12,950.03 229,5% 570.02 Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580.5 Services 29,500.3 10,000.00		794,300.00				378.2%
540.02 Repairs & Maintenance 73,153.96 100,000.00 -26,846.04 73,2% 540.03 · Lab Analysis 30,965.50 40,000.00 -9,034.50 77.4% Total 540 · System Maintenance 141,226.38 2000,000.00 -9,034.50 77.4% 550.05 · Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.05 · Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.05 · Sewer Plugs 0.00 13,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.04 · Hauling and Discharge 10,61,902.59 1,144,500.00 -67,073.86 61.7% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570.02 · Groundwater Maintenance 52,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Maintenance 61,819.89 25,000.00 23,889.86 259.1% 580.02 · Communications 31,089.36 41,000.00 -10,510.64 74.7% 580.02 · Commu		27 106 02	60.000.00	22,802,08	61.00/	
540.03 · Lab Analysis 30,965.50 40,000.00 -9,034.50 77.4% Total 540 · System Maintenance 141,226.38 200,000.00 -58,773.62 70.6% 550 · System Management 550.05 · Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.11 · Operator Contracted 639,527.72 729,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448,73 227,500.00 86,948,73 138.2% 550.01 · Operator Contracted 569,527.72 729,000.00 -87,073.86 61.7% 550.03 · Inspection Fees 314,448,73 227,500.00 86,948,73 138.2% 550.01 · Permits 36,709.32 34,000.00 -2,709.32 108.0% 570 · Groundwater Maintenance 570.01 · Groundwater Maintenance 515,000.00 23,869.86 259.1% 580 · Services 31,089.36 41,600.00 -105,10.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -108,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -105,10.64 74.7%						
550 · System Management 550.0 · Sever Plugs 0.00 13,000.00 -13,000.00 0.0% 550.01 · Operator Contracted 639,527.72 729,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.04 · Hauling and Discharge 107,926.14 175,000.00 -67,073.86 61.7% Total 550 · System Management 1.061,902.59 1,144,500.00 -82,597.41 92.8% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 570.01 Groundwater Measurements 22,950.03 10,000.00 12,950.03 229.5% 570.01 · Groundwater Maintenance 61,819.89 25,000.00 23,869.86 259.1% 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -2,135.00 0.0% 580.03 · Services 0.00 2,135.00 -2,135.00						
550.05 · Sewer Plugs 0.00 13,000.00 -13,000.00 0.0% 550.01 · Operator Contracted 639,527.72 729,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.04 · Hauling and Discharge 107,926.14 175,000.00 -67,073.86 61.7% Total 550 · System Management 1,061,902.59 1,144,500.00 -82,597.41 92.8% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 36,709.32 34,000.00 2,950.03 229.5% 570.01 · Conudwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 38,869.86 15,000.00 -198,364.28 66.9% 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -2,135.00 0.0% 580.02 · Communications	Total 540 · System Maintenance	141,226.38	200,000.00	-58,773.62		70.6%
550.01 · Operator Contracted 639,527.72 729,000.00 -89,472.28 87.7% 550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.04 · Hauling and Discharge 107,928.14 175,000.00 -67,073.86 61.7% Total 550 · System Management 1,061,902.59 1,144,500.00 -82,597.41 92.8% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 570.01 · Groundwater Measurements 22,950.03 10,000.00 12,950.03 229.5% 580 · Services 580.01 · Power 61,819.89 25,000.00 -36,819.89 247.3% 580.01 · Power 401,635.72 600,000.00 -10,510.64 74.7% 580.01 · Power 40,1635.72 600,000.00 -10,510.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -207,802.18 67.8% 610 · Marketing 0.00 2,135.00 -207,802.18 67.8% </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
550.03 · Inspection Fees 314,448.73 227,500.00 86,948.73 138.2% 550.04 · Hauling and Discharge 107,926.14 175,000.00 -67,073.86 61.7% Total 550 · System Management 1,061,902.59 1,144,500.00 -82,597.41 92.8% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 36,709.32 10,000.00 12,950.03 229.5% 570.01 · Groundwater Measurements 22,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.03 · Services 31,089.36 41,600.00 -20,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -207,802.18 67.8% 6						
550.04 · Hauling and Discharge 107,926.14 175,000.00 -67,073.86 61.7% Total 550 · System Management 1,061,902.59 1,144,500.00 -82,597.41 92.8% 560.01 · Permits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 22,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Sustainability 38,869.86 15,000.00 23,869.86 259.1% Total 570 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.01 · Power 401,635.72 600,000.00 -10,510.64 74.7% 580.03 · Security 31,089.36 41,600.00 -10,510.64 74.7% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%						
560.01 · Pemits 36,709.32 34,000.00 2,709.32 108.0% 570 · Groundwater Maintenance 22,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Sustainability 38,869.86 15,000.00 23,869.86 259.1% Total 570 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 401,635.72 600,000.00 -198,364.28 66.9% 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 33,50% 3,207.74 335.0% 32,213.00 0.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% 0.0% 610 · Marketing 2,997.73 2,000.00 997.73 149.9% 149.9%						
570 · Groundwater Maintenance 22,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Sustainability 38,869.86 15,000.00 23,869.86 259.1% Total 570 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% G10 · Marketing 2,997.73 2,000.00 997.73 149.9%	Total 550 · System Management	1,061,902.59	1,144,500.00	-82,597.41		92.8%
570.01 · Groundwater Measurements 22,950.03 10,000.00 12,950.03 229.5% 570.02 · Groundwater Sustainability 38,869.86 15,000.00 23,869.86 259.1% Total 570 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%		36,709.32	34,000.00	2,709.32		108.0%
570.02 · Groundwater Sustainability 38,869.86 15,000.00 23,869.86 259.1% Total 570 · Groundwater Maintenance 61,819.89 25,000.00 36,819.89 247.3% 580 · Services 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%		22,950.03	10.000.00	12.950.03	229.5%	
580 · Services 401,635.72 600,000.00 -198,364.28 66.9% 580.01 · Power 31,089.36 41,600.00 -10,510.64 74.7% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%				-		
580.01 · Power 401,635.72 600,000.00 -198,364.28 66.9% 580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%	Total 570 · Groundwater Maintenance	61,819.89	25,000.00	36,819.89		247.3%
580.02 · Communications 31,089.36 41,600.00 -10,510.64 74.7% 580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%		101 635 72	600 000 00	-108 364 28	66.0%	
580.03 · Security 4,572.74 1,365.00 3,207.74 335.0% 580.04 · Equipment Lease 0.00 2,135.00 -2,135.00 0.0% Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 2,997.73 2,000.00 997.73 149.9%						
Total 580 · Services 437,297.82 645,100.00 -207,802.18 67.8% 610 · Marketing 610.02 · Website 2,997.73 2,000.00 997.73 149.9%	580.03 · Security	4,572.74	1,365.00	3,207.74	335.0%	
610 · Marketing 2,997.73 2,000.00 997.73 149.9%	580.04 · Equipment Lease	0.00	2,135.00	-2,135.00	0.0%	
610.02 · Website 2,997.73 2,000.00 997.73 149.9%		437,297.82	645,100.00	-207,802.18		67.8%
Total 610 · Marketing 2,997.73 2,000.00 997.73 149.9%		2,997.73	2,000.00	997.73	149.9%	
	Total 610 · Marketing	2,997.73	2,000.00	997.73		149.9%

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

January through September 2023

	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
620 · Professional Fees				
620.01 · Accounting	36,585.50	47,400.00	-10,814.50	77.2%
620.02 · Audit	0.00	10,000.00	-10,000.00	0.0%
620.03 · Management Contracted	98,122.22	155,000.00	-56,877.78	63.3%
620.04 · Engineering	121,591.08	125,000.00	-3,408.92	97.3%
620.05 · Legal	54,126.58	100,000.00	-45,873.42	54.1%
620.06 · GIS Services	4,768.20	25,000.00	-20,231.80	19.1%
620.08 · Master Planning	0.00	10,000.00	-10,000.00	0.0%
620.09 · Special Counsel	134,925.17	132,000.00	2,925.17	102.2%
620.10 · Public Finance	46,026.95	24,000.00	22,026.95	191.8%
Total 620 · Professional Fees	496,145.70	628,400.00	-132,254.30	79.0%
630 · Consultants	0.00	40,000,00	40,000,00	0.00/
630.01 · Grant Preparation	0.00	10,000.00	-10,000.00	0.0%
630.04 · GSP	82,641.35	50,000.00	32,641.35	165.3%
630.05 · MS4 Program	13,178.13	15,000.00	-1,821.87	87.9%
Total 630 · Consultants	95,819.48	75,000.00	20,819.48	127.8%
640.01 · Membership dues	14,435.00	8,000.00	6,435.00	180.4%
650.01 · Insurance	24,962.68	10,000.00	14,962.68	249.6%
660 · General & Administrative Costs	0.004.04	2 000 00	004.04	140.00/
660.01 · Printing & Reproduction	2,804.01	2,000.00	804.01	140.2%
660.03 · Conference & Meetings	9,420.20	15,000.00	-5,579.80	62.8%
660.04 · Travel	514.35	1,000.00	-485.65 -748.87	51.4%
660.06 · Postage 660.07 · Bank Charges	251.13 2,007.50	1,000.00	-140.81	25.1%
660.08 · Email Hosting & Storage	675.00	1,000.00	-325.00	67.5%
Total 660 · General & Administrative Costs	15,672.19	20,000.00	-4,327.81	78.4%
Total Expense	4,324,064.03	5,230,550.90	-906,486.87	82.7%
Net Ordinary Income	-805,242.35	-41,958.91	-763,283.44	1,919.1%
Other Income/Expense				
Other Income	007 467 07	210,000,00	507 167 07	204.40/
430.02 · Rooftop Fees	807,167.07	210,000.00	597,167.07	384.4%
430.03 · Water Connection Fees 430.04 · Wastewater Connection Fees	3,278,333.71 7,540,916.05	889,200.00 1,982,550.00	2,389,133.71 5,558,366.05	368.7% 380.4%
430.05 · Storm Drain Connection Fees	1,263,671.49	372,150.00	891,521.49	339.6%
430.06 · Meter Installation Fees	572,448.50	133,200.00	439,248.50	429.8%
480.02 · CFD Assessments	773,455.89	781,500.40	-8,044.51	99.0%
Total Other Income	14,235,992.71	4,368,600.40	9,867,392.31	325.9%
Other Expense				
900.01 · Capital Expenditures-Equipment	185,794.20	100,000.00	85,794.20	185.8%
900.02 · Capital Expdtures-Water Meters	299,684.50	133,200.00	166,484.50	225.0%
900.04 · RC Parkway Recharge Project	603.37	150,000.00	-149,396.63	0.4%
900.05 · New Well Construction	228,718.37	1,500,000.00	-1,271,281.63	15.29
900.06 · Well #5 Improvements	10,054.50	100,000.00	-89,945.50	10.1%
900.07 · 400,000 gpd WWTF	347,875.72	100,000.00	247,875.72	347.9%
900.08 · Storm Drain Basin Modification	935.00	25,000.00	-24,065.00	3.7%
900.09 · Water Blending Facility	317,490.28	2,800,000.00	-2,482,509.72	11.3%
900.10 · Wastewater UV Facility 900.11 · Wastewater Ultimate Facility	12,149.26 0.00	200,000.00	-187,850.74 -581,000.00	6.1% 0.0%
900.11 · Wastewater Oltimate Facility 900.12 · Ag System Expansion Project	0.00 1,758,126.25	581,000.00	-361,000.00	0.0%
900.90 · Capital Projects Admin Costs	412,235.48	367,400.00	44,835.48	112.2%
930.01 · Bond Issuance Costs	365,900.00	307,400.00	44,000.40	112.27
930.02 · Bond Admin Cost	5,400.00			
960.00 · Debt Payments				
960.1 · Debt Principal 960.2 · Interest Expense	187,919.68 77,042.32	187,919.68 77,042.32	0.00 0.00	100.0% 100.0%
Total 960.00 · Debt Payments	264,962.00	264,962.00	0.00	100.0%
970.00 · Bond Payments				
970.01 · Bond Payments-Principal	230,000.00			
970.02 · Bond Interest	425,001.38			
Total 970.00 · Bond Payments	655,001.38			
990.01 · Transfers In 990.02 · Transfers Out	-660,400.99 660,400.99			
Total Other Expense	4,864,930.31	6,321,562.00	-1,456,631.69	77.0%
Net Other Income	9,371,062.40	-1,952,961.60	11,324,024.00	-479.8%
let Income	8,565,820.05	-1,994,920.51	10,560,740.56	-429.4%

11:03 AM

11/01/23

ROOT CREEK WATER DISTRICT

A/R Aging Summary As of September 30, 2023

	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	0.00	0.00	0.00	40,869.47	40,869.47
Arun Earpula	0.00	0.00	0.00	0.00	900.00	900.00
Browning Contractors Inc.	0.00	0.00	1,751.93	0.00	0.00	1,751.93
Central Valley Ag Managment, LLC	0.00	0.00	0.00	0.00	63,296.44	63,296.44
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 Ents	0.00	0.00	0.00	0.00	60,115.99	60,115.99
Coutlhard Ent LP & Coulthard Jeffrey	0.00	0.00	0.00	0.00	4,602.26	4,602.26
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	162,826.65	0.00	202,344.00	0.00	365,170.65
Groveland Dev Corp.	0.00	0.00	0.00	0.00	27,011.41	27,011.41
Hothi Pardeep Singh	0.00	0.00	0.00	0.00	13.41	13.41
Jaghlassian Moses & Seta TR	0.00	0.00	0.00	0.00	44,089.28	44,089.28
Jaghlassian Moses & Seta Trustee	0.00	0.00	0.00	0.00	34,363.08	34,363.08
Jeff D Coulthard Trustee	0.00	0.00	0.00	0.00	97,643.21	97,643.21
Jim Crawford Construction	0.00	1,186.28	0.00	0.00	0.00	1,186.28
KL LHB AIV LLC	0.00	0.00	0.00	0.00	8.032.10	8.032.10
Lawler Excavation & Pipeline	0.00	0.00	62.24	0.00	0.00	62.24
Lion Alfred Jr. Family Joint Trust	0.00	0.00	0.00	0.00	48.356.43	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
MAG Engineering, Inc.	0.00	2,566.20	0.00	0.00	0.00	2,566.20
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	37,753.75	37,753.75
Moses Jaghlassian / 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
Riverside Management	0.00	0.00	0.00	0.00	94.58	94.58
Riverstone Community Assn	0.00	0.00	0.00	0.00	1,776.00	1,776.00
Riverstone Development LLC	0.00	0.00	0.00	0.00	29,795.33	29,795.33
Riverstone Farms	0.00	0.00	0.00	0.00	285,423.20	285,423.20
San Joaquin River Ranch LLC	0.00	0.00	9,879.60	17,677.10	868,457.72	896,014.42
Tri County Excavation Inc.	0.00	11,167.88	0.00	0.00	8.37	11,176.25
Utility Billing Customer	10,794.78	51,052.04	0.00	0.00	0.00	61,846.82
Waldner Shelly Etal	0.00	0.00	0.00	0.00	6.45	6.45
Wathen Castanos Homes	0.00	383,546.50	170.00	255.00	4,600.00	388,571.50
Wilson Homes, Inc.	0.00	0.00	0.00	19,218.00	1,621,572.00	1,640,790.00
Wonderful Agricultural Management LLC	0.00	0.00	0.00	0.00	50.49	50.49
Woodside Homes	0.00	0.00	0.00	0.00	1,028.46	1,028.46
DTAL	10,794.78	612,345.55	11,863.77	239,494.10	3,570,164.73	4,444,662.93



MANAGING RESOURCES FOR A BETTER FUTURE

PAYMENT PLAN AGREEMENT

Customer Name: EDGAR ZAMORA

Property Address: 349 FIR ST W

Account No: R20146.02 Date: 10/23/23

Current Account Balance: \$355.47

Payment Amount: 0

Payment Arrangement Description: AGREE TO PAY FULL BALANCE ON 11/01/23

EDGAR ZAMORA ("customer"), agree make remaining to payment of \$355.47 ON 11/01/23 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.

ed	and zamenca
extense in	Terrora (Test Offic 2038 4): P.3 RIMOTI

Customer Signature

10/23/23	
Date	

FOR INT	ERNAL USE BY ROOT CREEK WATER DISTRICT
Approved By: Elegnur	Date Approved: 10/23 [2023 PA #:202321
Comments:	
****PLEASE REFER TO	AGREEMENT ABOVE TO AVOID SHUT OFF****



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

NOTICE TO PROPERTY OWNERS OF PUBLIC HEARING

November 13, 2023 at 11:00 am ON PROPOSED RATES, FEES, AND ASSESSMENTS

Overview

The Root Creek Water District (District) sustainably manages surface water and groundwater resources to provide available water supply for agricultural and municipal customers within the District. The District imports and delivers surface water to agricultural customers and simultaneously provides potable water, stormwater, and sewer services to municipal customers. The District intends to adopt a rate schedule to recover the District's share of providing agricultural and municipal services. Rates proposed for years following 2024 are listed for informational purposes.

The District completed a Municipal Rate Study Update in 2022, approved by the landowners in the District, to fairly determine the costs and rates for agricultural water service and municipal utility services. Connection Fees are reflective of the 2021 Connection Fee Update. The costs are found in Table 1., Table 2., Table 3., Table 4., and Table 5, and are the estimated costs to provide services.

Table 1: Proposed Rates, Fees, and Assessments					
Effective January 1, 2024	Rate/ Fee	Metric			
Benefit Assessment Rate	\$37.98	Per agricultural acre			
Effective Immediately Agricultural Customer Late Fee	1%	Per month past due			
Municipal Customer Late Fee	10%	Applied to unpaid balance at the time of next bimonthly billing cycle			

Table 2. Troposed 2024 Municipal Bi			1
	January 1,	January 1,	January 1,
Category	2024	2025	2026
Municipal Water Service			
Residential Volume Rates (\$/CCF)			
Tier 1: 0 to 20 CCF	\$3.10	\$3.35	\$3.62
Tier 2: over 20 CCF	\$4.55	\$4.91	\$5.30
Non-residential Volume Rate (\$/CCF)			
Commercial	\$3.63	\$3.92	\$4.23
Irrigation	\$3.70	\$4.00	\$4.32
Meter Fees			
1"	\$74.04	\$79.96	\$86.36
1.5"	\$74.04	\$79.96	\$86.36
2"	\$118.46	\$127.94	\$138.18
3"	\$236.93	\$255.87	\$276.35
4"	\$370.20	\$399.80	\$431.80
6"	\$740.40	\$799.60	\$863.60
Municipal Sewer Service			
Per Dwelling Unit	\$97.66	\$117.19	\$140.63
Municipal Storm Drain Service			
Per Dwelling Unit	\$13.99	\$17.49	\$20.11
Estimated Bimonthly Volumetric			
Residential Water Charge (25 CCF):			
\$158.79			

January 1, Ja				
Category	2024	2025	2026	
Municipal Water Volume Rates (\$/CCF) – Drought Conditions				
Residential	\$4.55	\$4.91	\$5.30	
Commercial	\$4.55	\$4.91	\$5.30	
Irrigation	\$4.55	\$4.91	\$5.30	

Water	Average Density (dwellings/ac)	Low Range (lots/acre)	High Range (lots/acre)		Water Fee per dwelling unit
Ultra Low	1	0	1.70	\$	39,175.00
Very Low	2.00	1.70	2.50	\$	19,532.00
Low	3.00	2.50	3.50	\$	12,481.00
Medium Low	4.00	3.50	4.50	\$	9,333.00
Medium	5.00	4.50	6.00	\$	7,444.00
Medium High	10.00	6.00	9.00	\$	4,875.00
High	12.00	9.00	15.00	\$	5,177.00
Very High	20.00	15.00		\$	3,855.00
Storm Water	Runoff Coefficient	Average Density (dwellings/ac)	Low Range (lots/acre)		Storm Water Fee
Ultra Low	0.30	0.85	0	\$	8,433
Very Low	0.35	2.00	1.70	\$	4,919
Low	0.40	3.00	2.50	\$	3,748
Medium Low	0.42	4.00	3.50	\$	2,951
Medium	0.45	5.25	4.50	\$	2,530
Medium High					
Wiedium mgn	0.55	10.00	6.00	\$	1,546
High	0.55 0.65	10.00 20.00	6.00 9.00	\$ \$	1,546 914
0					· · · · · ·
High	0.65	20.00	9.00	\$ \$	914

Table 5: Proposed 2024 Agricultural Water Rates – Effective January 1, 2024

Category (\$/acre foot)	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
Groundwater Recharge Fee	\$114.68	\$125.61	\$135.17	\$142.32	\$149.91
Surface Water Fee	\$162.23	\$178.22	\$192.33	\$203.06	\$214.44

Public Participation

Any member of the public may request data indicating the estimated cost required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service by emailing <u>admin@rootcreekwd.com</u>. Members of the public may comment on the proposed rates in writing or in person at the public hearing, so long as they are received prior to the conclusion of the public hearing. Written requests/correspondence may be submitted by mail to the Root Creek Water District Secretary at P.O. Box 27950, Fresno, CA 93729.

Information may also be found at: https://rootcreekwd.com/meetings-and-policies/

Notice of a Public Hearing on Rates, Fees and Assessments

Pursuant to California Government Code Section 66016, the Root Creek Water District Board of Directors will hold a Public Hearing on the proposed District rates, fees and assessments on *November 13, 2023 beginning at 11:00 a.m.* at the Lodge at Riverstone located at 370 Lodge Road South, Madera, CA 93636.

RESOLUTION NO. 2023-11-13a

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 ANNUAL LAND-BASED ASSESSMENT RATE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including an annual land-based assessment, were established for the District; and

WHEREAS, the District's Board of Directors has the power and the obligation to set rates and levy assessments on an annual basis to fund the District's operations and meet the financial obligations of the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on November 15, 2021, after proper notice, the District held a public hearing to address the 2021 Connection Fee Update to the 2016 Rate Study and Financial Plan and adopt the proposed land-based assessments; and

WHEREAS, pursuant to the District's approved Rate Study and Financial Plan and Rate Setting Policy, the Board of Directors of the District (the "Board") has reviewed the current rates and has proposed that, beginning on January 1, 2024, the District's land-based assessment rate be set at Thirty-Seven and 98/100 Dollars (\$37.98) per agricultural acre.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy a land-based assessment to cover the District's operating costs.

3. The District's Board of Directors hereby authorizes levying a 2024 landbased assessment in the amount of Thirty-Seven and 98/100 Dollars (\$37.98) per acre on all agricultural lands located within the District's boundaries.

4. The District's Board of Directors hereby directs staff to take any necessary action to send these 2024 assessments to landowners.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13b

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 AGRICULTURAL CUSTOMER LATE FEE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District's Board of Directors (the "Board") has the power and the obligation to set rates and levy assessments on an annual basis to fund the District's operations and meet the financial obligations of the District; and

WHEREAS, in compliance with the California Constitution and Propositions 26 and 218, the District has established certain agricultural service rates, including an annual land-based assessment; and

WHEREAS, pursuant to California Water Code section 35470.5, the Board proposes that, effective immediately, (i) all agricultural land-based assessments and agricultural water fees which have not been paid by the last date of the billing cycle in which they become due shall be deemed delinquent, and (ii) for all delinquent agricultural land-based assessments and agricultural water fees, the District's late fee shall be set at one percent (1%) per month and shall be charged each month against the amount that remains delinquent until such land-based assessment and/or agricultural water fees are paid in full.

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

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to set a late fee for delinquent agricultural land-based assessments and agricultural water fees to recover the District's operating costs.

3. All agricultural land-based assessments and agricultural water fees of the District which have not been paid by the last date of the billing cycle in which they become due shall be deemed delinquent.

[Document Continues on Following Page]

4. Effective upon the date this resolution is signed, for all delinquent agricultural land-based assessments and agricultural water fees, the District's late fee shall be set at one percent (1%) per month and shall be charged each month against the amount that remains delinquent until such land-based assessments and/or agricultural water fees are paid in full.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

PASSED AND ADOPTED this 13th day of November, 2023.

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-23c

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 MUNICIPAL CUSTOMER LATE FEE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, District's Board of Directors (the "Board") has the power and the obligation to set municipal service rates on an annual basis to fund the District's operations and meet the financial obligations of the District; and

WHEREAS, in compliance with the California Constitution and Propositions 26 and 218, the District has established certain municipal service rates, including monthly municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions; and

WHEREAS, pursuant to California Water Code section 35470.5, the Board proposes that, beginning on January 1, 2024, (i) all charges for municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions, which have not been paid by the last date of the billing cycle in which they become due shall be deemed delinquent, and (ii) for all delinquent charges for municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions, the District's late fee shall be set at ten percent (10%) and shall be charged against the unpaid balance of the delinquent municipal charges remaining due at the time of the next bi-monthly invoice.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1.4......

The above Recitals are true and correct, and this Board so finds and

determines.

1.

2. It is prudent for the District to set a late fee for delinquent charges for municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions, to recover the District's operating costs.

3. All charges for municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions, of the District which have not been paid by the last date of the billing cycle in which they become due shall be deemed delinquent.

4. For all delinquent charges for municipal water, wastewater, and storm drain utility rates, including municipal water volume rates during drought conditions, the

District's 2024 late fee shall be set at ten percent (10%) and shall be charged against the unpaid balance of the delinquent municipal charges remaining due at the time of the next bi-monthly invoice.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13d

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 MUNICIPAL WATER RATES

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District has established municipal water, wastewater, and storm drain utility services for the Riverstone development area within the District's boundaries; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including municipal water rates, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Municipal Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed municipal water rates; and

WHEREAS, pursuant to the District's approved 2022 Municipal Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") proposes that, beginning on January 1, 2024, the District's bi-monthly municipal water rates be set at the following amounts:

Meter Fees (\$ bi-monthly)			
1-inch or 1 ¹ / ₂ -inch	\$74.04		
2-inch	\$118.46		
3-inch	\$236.93		
4-inch	\$370.20		
6-inch	\$740.40		
Residential Volume Rates (\$/CCF)			
Tier 1: 1-20 CCF	\$3.10		
Tier 2: greater than 20 CCF	\$4.55		
Non-residential Volume Rates (\$/CCF)			
Commercial	\$3.63		
Irrigation	\$3.70		

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy municipal water rates to recover the municipal share of the District's formation costs, administration, water supply, operations and other service expenses.

3. The District's Board of Directors sets the 2024 municipal water rates as follows:

Meter Fees (\$ bi-monthly)			
1-inch or 1 ¹ / ₂ -inch	\$74.04		
2-inch	\$118.46		
3-inch	\$236.93		
4-inch	\$370.20		
6-inch	\$740.40		
Residential Volume Rates (\$/CCF)			
Tier 1: 1-20 CCF	\$3.10		
Tier 2: greater than 20 CCF	\$4.55		
Non-residential Volume Rates (\$/CCF)			
Commercial	\$3.63		
Irrigation	\$3.70		

4. The District's staff and consultants are directed to update the municipal water rate invoices effective January 1, 2024.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November 2023.

RESOLUTION NO. 2023-11-13e

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 MONTHLY MUNICIPAL WASTEWATER RATE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District has established municipal water, wastewater, and storm drain utility services for the Riverstone development area within the District's boundaries; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including a monthly municipal wastewater rate, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Municipal Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed municipal wastewater fees; and

WHEREAS, pursuant to the District's approved 2022 Municipal Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") proposes that, beginning on January 1, 2024, the District's bi-monthly municipal wastewater rate be set at Ninety-Seven and 66/100 Dollars (\$97.66) per equivalent dwelling unit ("EDU").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy municipal wastewater rates to recover the costs of wastewater collection, treatment, and disposal expenses.

3. The District's Board of Directors sets the 2024 bi-monthly municipal wastewater rate at Ninety-Seven and 66/100 Dollars (\$97.66) per EDU.

4. The District's staff and consultants are directed to update the municipal wastewater rate invoices effective January 1, 2024.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13f

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 MONTHLY MUNICIPAL STORM DRAIN RATE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District has established municipal water, wastewater, and storm drain utility services for the Riverstone development area within the District's boundaries; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including a monthly municipal storm drain rate, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, the function of the storm drain system is to collect runoff from paved areas during wet weather events to prevent flooding; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Municipal Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed municipal storm drain rate; and

WHEREAS, pursuant to the District's approved 2022 Municipal Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") proposes that, beginning on January 1, 2024, the District's bi-monthly municipal storm drain rate be set at Thirteen and 99/100 Dollars (\$13.99) per equivalent dwelling unit ("EDU").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy municipal storm drain rates to recover the storm drain operating costs.

3. The District's Board of Directors sets the 2024 bi-monthly municipal storm drain rate at Thirteen and 99/100 Dollars (\$13.99) per EDU.

4. The District's staff and consultants are directed to update the municipal storm drain rate invoices effective January 1, 2024.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13g

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 MUNICIPAL WATER VOLUME RATES – DROUGHT CONDITIONS

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District has established municipal water, wastewater, and storm drain utility services for the Riverstone development area within the District's boundaries, including municipal water volume rates during drought conditions; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including municipal water rates, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Municipal Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed municipal water volume rates during drought conditions; and

WHEREAS, pursuant to the District's approved 2022 Municipal Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") proposes that, beginning on January 1, 2024, the District's municipal water volumetric rates during drought conditions be set at the following amounts:

Municipal Water Volume Rates (\$/CCF) – Drought Conditions	
Residential	\$4.55
Commercial	\$4.55
Irrigation	\$4.55

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy municipal water rates to recover the municipal share of the District's formation costs, administration, water supply, operations and other service expenses.

3. The District's Board of Directors sets the 2024 municipal water volume rates during drought conditions as follows:

Municipal Water Volume Rates (\$/CCF) – Drought Conditions		
Residential	\$4.55	
Commercial	\$4.55	
Irrigation	\$4.55	

4. The District's staff and consultants are directed to update the municipal water rate invoices effective January 1, 2024, if and when drought conditions occur.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

PASSED AND ADOPTED this 13th day of November, 2023.

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November 2023.

RESOLUTION NO. 2023-11-13h

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 RESIDENTIAL CONNECTION FEES

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, the District has established municipal water, wastewater, and storm drain utility services for the Riverstone development area within the District's boundaries; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including residential connection fees, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Municipal Rate Study Update and adopt the proposed residential connection fees; and

WHEREAS, pursuant to the District's approved 2022 Municipal Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") has reviewed the current rates and proposes that, beginning on January 1, 2024, the District's residential connection fees be set at the following amounts:

Connection Types/Rates				
Water	Average Density	Low Range	High Range	Water Fee per dwelling unit
	(dwellings/ac)	(lots/acre)	(lots/acre)	
Ultra Low	1	0	1.7	\$ 39,175.00
Very Low	2	1.7	2.5	\$ 19,532.00
Low	3	2.5	3.5	\$ 12,481.00
Medium Low	4	3.5	4.5	\$ 9,333.00
Medium	5	4.5	6	\$ 7,444.00
Medium High	10	6	9	\$ 4,875.00
High	12	9	15	\$ 5,177.00
Very High	20	15		\$ 3,855.00

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Storm Water	Runoff Coefficient	Average Density	Low Range	Storm Water Fee per dwelling unit
		(dwellings/ac)	(lots/acre)	
Ultra Low	0.3	0.85	0	\$ 8,433.00
Very Low	0.35	2	1.7	\$ 4,919.00
Low	0.4	3	2.5	\$ 3,748.00
Medium Low	0.42	4	3.5	\$ 2,951.00
Medium	0.45	5.25	4.5	\$ 2,530.00
Medium High	0.55	10	6	\$ 1,546.00
High	0.65	20	9	\$ 914.00
Very High	0.8	20	15	\$ 1,124.00
Wastewater				Wastewater Fee per dwelling unit
Residential				\$ 13,475.00

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy residential connection fees to recover the cost to construct infrastructure to develop each unit of capacity.

3. The District's Board of Directors sets the 2024 residential connection fees as follows:

Connection Ty	pes/Rates				
Water	Average Density	Low Range	High Range	Water unit	Fee per dwelling
	(dwellings/ac)	(lots/acre)	(lots/acre)		
Ultra Low	1	0	1.7	\$	39,175.00
Very Low	2	1.7	2.5	\$	19,532.00
Low	3	2.5	3.5	\$	12,481.00
Medium Low	4	3.5	4.5	\$	9,333.00
Medium	5	4.5	6	\$	7,444.00
Medium High	10	6	9	\$	4,875.00
High	12	9	15	\$	5,177.00
Very High	20	15		\$	3,855.00

Storm Water	Runoff Coefficient	Average Density	Low Range	Storm Wa dwelling u	nter Fee per nit
		(dwellings/ac)	(lots/acre)		
Ultra Low	0.3	0.85	0	\$	8,433.00
Very Low	0.35	2	1.7	\$	4,919.00
Low	0.4	3	2.5	\$	3,748.00
Medium Low	0.42	4	3.5	\$	2,951.00
Medium	0.45	5.25	4.5	\$	2,530.00
Medium High	0.55	10	6	\$	1,546.00
High	0.65	20	9	\$	914.00
Very High	0.8	20	15	\$	1,124.00
Wastewater				Wastewat dwelling u	er Fee per nit
Residential				\$	13,475.00

4. The District's staff and consultants are directed to update the residential connection fee invoices effective January 1, 2024.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13i

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 AGRICULTURAL GROUNDWATER RECHARGE FEE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, in 2016, the District formed the Root Creek Water District Groundwater Sustainability Agency (the "GSA"), to comply with requirements of the Sustainability Groundwater Management Act ("SGMA") for managing groundwater supplies in the Madera Subbasin; and

WHEREAS, to help manage the Madera Subbasin, the District, in coordination with the GSA, must encourage the use of imported surface water in order to reduce total groundwater demand; and

WHEREAS, all landowners within the District, even those that continue to use only groundwater, benefit from surface water supplies that are acquired and managed by the District to alleviate groundwater overdraft within the District's boundaries and help offset groundwater pumping; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including an annual agricultural groundwater recharge fee, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District pay only rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Agricultural Water Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed agricultural groundwater recharge fees; and

WHEREAS, pursuant to the District's approved 2022 Agricultural Water Rate Study and Rate Setting Policy, the Board of Directors of the District (the "Board") has reviewed the current rates and has proposed that, beginning on January 1, 2024, the District's agricultural groundwater recharge fee be set to One Hundred Twenty-Five and 61/100 Dollars (\$125.61) per acre-foot. **NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy an agricultural groundwater recharge fee to help pay rates that recover the cost of imported water brought into the District.

3. The District's Board of Directors sets the annual groundwater recharge fee, based upon groundwater extraction, for 2024 at One Hundred Twenty-Five and 61/100 Dollars (\$125.61) per acre-foot of groundwater used.

PASSED AND ADOPTED this 13th day of November, 2023.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

RESOLUTION NO. 2023-11-13j

BEFORE THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT RESOLUTION SETTING THE 2024 AGRICULTURAL SURFACE WATER FEE

WHEREAS, the Root Creek Water District (the "District") is a California water district formed under Division 13 of the California Water Code; and

WHEREAS, in 2016, the District formed the Root Creek Water District Groundwater Sustainability Agency (the "GSA"), to comply with requirements of the Sustainability Groundwater Management Act ("SGMA") for managing groundwater supplies in the Madera Subbasin; and

WHEREAS, to help manage the Madera Subbasin, the District, in coordination with the GSA, must encourage the use of imported surface water in order to reduce total groundwater demand; and

WHEREAS, all landowners within the District, even those that continue to use only groundwater, benefit from surface water supplies that are acquired and managed by the District to alleviate groundwater overdraft within the District's boundaries and help offset groundwater pumping; and

WHEREAS, in 2016, the District completed a Rate Study and Financial Plan, which was approved by the District's landowners, in compliance with the California Constitution and Propositions 26 and 218, whereby proposed rates, including an annual agricultural surface water fee, were established for the District; and

WHEREAS, on October 11, 2017, the District adopted its Rate Setting Policy, which establishes rate setting rules to ensure all rate payers within the District only pay rates that are proportional to the benefits they receive; and

WHEREAS, on August 8, 2022, after proper notice, the District held a public hearing to address the 2022 Agricultural Water Rate Study Update to the 2016 Rate Study and Financial Plan and adopt the proposed agricultural surface water fee; and

WHEREAS, pursuant to the District's approved 2022 Agricultural Water Rate Study Update and Rate Setting Policy, the Board of Directors of the District (the "Board") has reviewed the current rates and has proposed that, beginning on January 1, 2024, the District's agricultural surface water fee be set at One Hundred Seventy-Eight and 22/100 Dollars (\$178.22) per acre-foot. **NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Root Creek Water District that:

1. The above Recitals are true and correct, and this Board so finds and determines.

2. It is prudent for the District to levy an agricultural surface water charge to help pay rates that recover the cost of imported agricultural surface water brought into the District.

3. The District's Board of Directors sets the annual agricultural surface water charge for 2024 at One Hundred Seventy-Eight and 22/100 Dollars (\$178.22) per acre-foot.

PASSED AND ADOPTED this 8th day of August, 2022.

Director	Aye	Nay	Abstain
Bruno			
Coulthard			
Simonian			
Cerniglia			
Delaguerra			
Bream			
Griffin			

NICK BRUNO, President Root Creek Water District

ATTEST:

CERTIFICATE OF SECRETARY OF ROOT CREEK WATER DISTRICT

I, JULIA D. BERRY, do hereby certify that I am the duly authorized and appointed Secretary of the Root Creek Water District, a California water district (the "District"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13th day of November, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 13th day of November, 2023.

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (WWTP & Water Blending)

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (WWTP & Water Blending) (this "Agreement") is made and effective as of November _____, 2023 (the "Effective Date") by and between RIVERSTONE DEVELOPMENT, LLC, a California limited liability company ("Seller") and ROOT CREEK WATER DISTRICT, a California water district ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

$\underline{R} \, \underline{E} \, \underline{C} \, \underline{I} \, \underline{T} \, \underline{A} \, \underline{L} \, \underline{S}$

A. WHEREAS, Seller owns certain land that is commonly known as Madera County Assessor's Parcel Number 049-052-006 ("APN 049-052-006"), which is within the boundaries of Buyer and has frontage on County of Madera (the "County") Road 40; and

B. WHEREAS, Buyer desires to purchase a 18.27-acre portion of APN 049-052-006 that is labeled as "Portion of APN 049-052-006" in Exhibit "A" and is more particularly described in Exhibit "B" (the "**Property**") and certain related easements. The Property includes the WWTP Site defined below; and

C. WHEREAS, Buyer operates a wastewater treatment facility (the "WWTP") on a 0.72-acre portion of the Property that is labeled as "Initial Plant" in Exhibit "A" (the "WWTP Site"). The remainder of the Property (the "Undeveloped Portion") is undeveloped; and

D. WHEREAS, Seller previously dedicated forty-nine feet (49') along the easterly edge of APN 049-052-006 to the County for Road 40 right-of-way, which is labeled as "Previously Dedicated 49' County Right of Way" in Exhibit "A" (the "**Prior Road 40 Dedication Area**"), and intends to dedicate an additional nine feet (9') between the Property and the Prior Road 40 Dedication Area to the County for additional Road 40 right-of-way, which is labeled as "Future County Right of Way Dedication ($0.24 \text{ AC}\pm$)" in Exhibit "A" (the "**Future Road 40 Dedication Area**"). Neither the Prior Road 40 Dedication Area nor the Future Road 40 Dedication Area is part of the Property; and

E. WHEREAS, Buyer agreed to purchase the Property and the WWTP pursuant to (1) that certain Master Acquisition Agreement for Community Facilities District No. 2016-1 dated as of January 1, 2022, by and between the Parties and Groveland Development Corporation ("Groveland") (the "2016-1 Acquisition Agreement"); (2) that certain Amended and Restated Urban Reimbursement Agreement dated as of January 1, 2022, by and between the Parties and Groveland (the "Urban Reimbursement Agreement"); and (3) that certain Acquisition Agreement for Community Facilities District No. 2023-1 planned for execution by the Parties and Groveland (the "2023-1 Acquisition Agreement"). This Agreement is executed pursuant to, and in implementation of, the Acquisition Agreements and the Urban Reimbursement Agreement; and

F. WHEREAS, the Property is not a separate legal parcel, but the Parties understand that a conveyance of the Property to Buyer does not require a parcel map or other map pursuant to the public agency grantor/grantee exemption in Government Code section 66428(a)(2) (part of the "Subdivision Map Act," Government Code section 66410, *et seq.*); and

G. WHEREAS, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property; and

H. WHEREAS, the Parties desire to memorialize their agreement regarding the foregoing and certain other matters.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, the above stated Recitals, which are deemed true and correct and incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. <u>Purchase and Sale</u>. Subject to all of the terms, conditions and provisions of this Agreement, including the Recitals set forth above, and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, defined below, the Property. The sale and purchase of the Property shall be consummated by means of an escrow (the "Escrow") at the offices of Old Republic Title Company, Attn: Donna Brown, 7451 North Remington Avenue, Suite 102, Fresno, California 93711 ("Escrow Holder"). This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. "Closing" means the Closing Date (defined in Section 25) or the Escrow closing process described in Section 26, as the context requires.

2. Land Interest Purchase Price; Payment of Land Interest Purchase Price. The purchase price for the Property is the sum of (a) Two Hundred Fifteen Thousand Dollars (\$215,000) per acre of the Property, for a category (a) total of Three Million Nine Hundred Twenty-Eight Thousand Fifty Dollars (\$3,928,050), which was determined by an appraisal obtained by Buyer, plus (b) additional development costs of One Hundred Sixty Thousand Six Hundred Sixty-Two Dollars (\$160,662), for a total of Four Million Eighty-Eight Thousand Seven Hundred Twelve Dollars (\$4,088,712) ("Land Interest Purchase Price"). A deposit is not required. On or before the scheduled Closing Date, Buyer shall deposit the Land Interest Purchase Price into Escrow in cash, by wire transfer or other immediately available funds.

(a) <u>Coordination with Amounts Payable Pursuant to Other Agreements</u>. The WWTP Site is listed on Exhibit B to the 2016-1 Acquisition Agreement and Exhibit B to the Urban Reimbursement Agreement with a purchase price of \$155,000 (the "WWTP Site Land Price"), which is \$215,000/acre (0.72 ac x \$215,000 = \$155,000 [rounded]). The WWTP Site Land Price (but no other portion of the Land Interest Purchase Price) is included in the Riverstone Measuring Date Balance component of the Urban Reimbursement Obligation pursuant to the Urban Reimbursement Agreement (as those terms are defined in such Agreement). Therefore, effective as of the Closing, Buyer's payment of the Land Interest Purchase Price hereunder will result in a \$155,000 credit to the principal balance of the Riverstone Measuring Date Balance component of the Urban Reimbursement Obligation.

3. LIQUIDATED DAMAGES UPON BUYER'S DEFAULT. IF THE ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE SET FORTH IN SECTION 25 AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, BUYER SHALL PAY SELLER SIX HUNDRED DOLLARS (\$600) AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY OR OTHERWISE. PAYMENT OF SUCH FUNDS TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS THAT PRECEDED ACCEPTANCE BY SELLER OF BUYER'S OFFER TO ACQUIRE THE PROPERTY, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO SELLER AS A RESULT OF SUCH FAILURE WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, BUYER DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO SELLER IN THE EVENT THAT THIS TRANSACTION SHALL FAIL TO CLOSE. THEREFORE, IN ORDER TO INDUCE SELLER TO ACCEPT BUYER'S OFFER INSTEAD OF ANY POTENTIAL COMPETING OFFER FROM ANOTHER PARTY, AND IN ORDER TO INDUCE SELLER TO WAIVE ALL OTHER REMEDIES IT MAY HAVE IN THE EVENT OF BREACH BY BUYER OF ITS OBLIGATIONS HEREUNDER, BUYER HAS PROPOSED AND SELLER HAS ACCEPTED THE CONCEPT OF LIQUIDATED DAMAGES AS SET FORTH HEREIN, WITH THE AMOUNT OF THE PAYMENT TO SELLER AND THE TIMING OF SUCH PAYMENT HAVING BEEN THE SUBJECT OF CONSIDERABLE NEGOTIATIONS BETWEEN THE PARTIES. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES.

Buyer's Initials: _____ Seller's Initials: _____

4. <u>Possession</u>. Seller shall deliver possession of the Property to Buyer at the Closing.

5. <u>Risk of Loss</u>. Risk of physical loss to the Property shall be borne by Buyer from and after the Closing. In the event of the loss or destruction of a material part of the Property prior to the Closing from a cause other than the intentional act or omission or negligence of Buyer, then within ten (10) days after such damage, Buyer may elect to terminate this Agreement, in which case both Parties shall be relieved of their obligations and this Agreement shall be deemed void and without further effect. If Buyer does not notify Seller in writing of such termination election within such period, then Buyer shall purchase the Property without reduction of the Land Interest Purchase Price and receive an assignment of all claims and insurance proceeds to the extent related to any unrepaired damage to the Property or post-Closing loss of or diminution of use thereof (but not for loss of or diminished use of the Property prior to the Closing). Prior to the Closing, Seller shall not make any changes or alterations of the Property that could materially reduce the value of the Property.

Condition of Title to Property. Seller shall convey fee title to the Property to 6. Buyer subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations that are (x) set forth in a preliminary report of title to the Property to be prepared by Escrow Holder (the "Title Report") promptly after the opening of the Escrow, that have been specifically approved by Buyer in writing, or (y) caused by Buyer or agreed to by Buyer in writing (the "Permitted Exceptions"). Upon receipt of the Title Report and copies of all underlying title exception documents, Buyer shall have until the Due Diligence Deadline, defined in Section 8 below, to notify Escrow Holder in writing of any exceptions to title shown therein, or of which Buyer is otherwise aware, that Buyer disapproves (the "Objectionable Exceptions"). If Buyer notifies Escrow Holder of one or more Objectionable Exceptions, Seller shall have five (5) business days from receipt of such written notice to (i) remove the Objectionable Exception(s) or agree to do so at the Closing and proceed to close the sale, or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection and close the sale without reduction of the Land Interest Purchase Price, or terminate this Agreement, whereupon neither Party shall have any further obligation to sell or purchase the Property.

7. <u>Title Insurance</u>. At the Closing and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Property, Escrow Holder shall issue or commit to issue its standard CLTA Owner's Policy of Title Insurance showing title to the Property vested in Buyer subject only to the Permitted Exceptions (the "Title Policy"). Buyer may elect to obtain endorsements or additional coverage if Buyer so notifies Escrow Holder prior to the Closing. The premium for the Title Policy shall be paid by the Seller, provided that if Buyer elects to obtain endorsements or additional coverage, Buyer shall pay the costs associated with acquiring such endorsements or additional coverage. The Title Policy shall insure Buyer with liability in the amount of the Land Interest Purchase Price.

8. <u>Physical Inspection</u>.

(a) For a period of fifteen (15) days after Escrow is opened (the "Due Diligence Deadline"), Buyer and its designated agents shall have access and the right to enter the Property at all reasonable times for purposes of conducting inspections, environmental audits or surveys, studies and tests of the Property, including the right to take samples of soil and water from the surface and subsurface of the Property. Buyer, in Buyer's sole and absolute discretion, shall have the unrestricted right to terminate this Agreement via written notice delivered to Seller up to and including 5:00 p.m. on the Due Diligence Deadline and receive a refund of the Deposit and accrued interest.

(b) Buyer shall indemnify, defend, and hold Seller and the Property harmless from and against any and all loss, cost, damage, expense (including charges of experts, consultants, and attorneys), claim, or liability, including personal injury, loss of life, and/or Property damage, that result from the acts or omissions of Buyer or its agents in performing or preparing for any inspection and/or testing activity on or about the Property. Buyer shall

promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done by it on the Property as permitted by this Section. Buyer shall keep the Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

9. <u>Condition of Property</u>.

(a) Prior to the Due Diligence Deadline, Buyer shall (i) physically inspect the Property to Buyer's satisfaction; (ii) investigate to Buyer's satisfaction and have knowledge of applicable operative or proposed governmental laws, regulations, ordinances and decisions (including without limitation zoning, environmental and land use laws and regulations) to which the Property is or may be or become subject; and (iii) confirm any other matters Buyer determines in its sole discretion.

(b) Except as expressly set forth herein, Seller has not made and hereby disclaims any and all representations and warranties as to the quality, quantity, adequacy, availability, reliability, transferability or cost of surface (if any) or well water or water rights for the Property. Buyer represents that prior to the Closing it will have independently investigated the foregoing and satisfied itself as to the adequacy and cost thereof.

(c) Buyer acknowledges that at times the Property has been part of an active working farm. Buyer specifically acknowledges that various petroleum products, fuel, gasoline and chemicals, including fertilizers, herbicides and pesticides, customarily used in farming, some of which may, as of the date hereof, be considered to be hazardous or toxic, may have been used, stored, mixed and applied to the Property in the course of the farming activities conducted thereon or on adjacent and nearby Property. Buyer agrees to rely solely on its own investigation and the engineer's certificate pursuant to Section 10 regarding the removal of trees and roots, and not make any claims against any of the Released Parties (defined in Section (d)) regarding that subject. Buyer further acknowledges that, except as expressly set forth in this Agreement and in any other document provided hereunder, Seller, its agents, officers, directors, employees and other persons acting on behalf of Seller have made no representation or warranty of any kind in connection with any matter relating to the conditions, value, fitness, use or zoning of the Property on which Buyer has relied or will rely, directly or indirectly for any purpose, and that Buyer is acquiring the Property "AS IS, WHERE IS."

(d) Except with respect to Seller's representations, warranties, and covenants herein, Buyer—on behalf of itself, its successors and assigns, and anyone claiming through any of them—hereby releases, waives, discharges, and covenants not to sue any of the Released Parties (defined below) for any and all claims, actions, causes of action, proceedings, demands, rights, damages, costs, response costs, expenses (including attorney's fees), or other compensation whatsoever, whether known or unknown, disclosed or discovered, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Buyer now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with the Property, including its physical condition, which includes, without limitation, the removal of trees and roots. With respect to such release, "**Released Parties**" means Seller and its

employees, directors, officers, agents, owners, affiliates, partners, members, insurers, successors, or assigns of any of them.

(i) With respect to the matters released pursuant to Section 9(d), Buyer—on behalf of itself, its successors and assigns, and anyone claiming through any of them—waives any rights or benefits available under section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

> > Buyer's initials

10. <u>Seller's Removal of Trees, Roots & Other Remaining Improvements on</u> <u>Undeveloped Portion</u>. Prior to the Closing, Seller shall arrange for the removal of all trees, wood chips, other improvements, and roots (subject to the Tree & Root Removal Standards defined below) on the Undeveloped Portion. Seller shall provide Buyer with an engineer's certificate in commercially reasonable form that the foregoing completed work conforms to the Tree & Root Removal Standards. "**Tree & Root Removal Standards**" means removal of trees, as well as root balls and individual roots ¹/₂" or larger in diameter. Both trees and roots need to be legally disposed of offsite.

11. <u>Covenants, Warranties and Representations of Seller</u>. Seller hereby makes the following covenants, representations and warranties. The foregoing representations and warranties are qualified by matters disclosed in the due diligence document and information supplied by Seller or actually discovered by Buyer prior to the Closing.

(a) Seller has the authority to enter into this Agreement, sell the Property, and to otherwise perform as set forth herein. Seller is the sole owner of the Property and has the unrestricted right and power to sell it to Buyer under the terms of this Agreement. Seller's governing body has duly authorized the execution, delivery, and performance of this Agreement by Seller, and has duly authorized the signing of this Agreement on behalf of Seller.

(b) Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller, nor to the actual knowledge of Seller will it violate any law, ordinance, statute, order, or regulation.

(c) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall have executed and deposited into Escrow the Foreign Investment in Real Property Tax Act of 1980 withholding affidavit (the "FIRPTA Affidavit"). Seller shall also execute and deliver to Escrow Holder and Buyer prior to the Closing an affidavit as contemplated by Sections 18662 and 18668 of the California Revenue and Taxation Code (the "**Withholding Affidavit**").

(d) Except as approved or directed by Buyer, no work has been done upon, or materials delivered to, the Property by or at the request of Seller, or with Seller's knowledge, which is not fully paid for, nor does any person, firm or corporation now have, nor will it have upon the giving of any notice or passage of time or otherwise, any lien rights with respect to the Property or any part or parcel thereof.

(e) To the best of Seller's knowledge, with no duty to investigate, all existing permits and licenses held by Seller in connection with the Property are in full force and effect and there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against Seller, the Property, or relating to or arising out of the ownership, management, or operation of the Property, in any court or before or by any federal, state, county or other governmental instrumentality.

(f) Except for the Permitted Exceptions, there are not presently and at the Closing will not be any mineral leases, licenses, occupancy agreements, rights, rights of possession, options, contracts, leases, or other agreements or undertakings to which Seller is a party or otherwise aware, affecting the Property, or interfering with, impeding or restricting Seller's ability to convey the Property to Buyer.

12. <u>Covenants, Warranties and Representations by Buyer</u>. Buyer hereby makes the following covenants, representations and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Property, pay the Land Interest Purchase Price, and otherwise perform as set forth herein.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer, nor to the actual knowledge of Buyer will it violate any law, ordinance, statute, order, or regulation.

13. <u>Survival of Representations and Warranties.</u> The satisfaction, truth, accuracy and completeness of each of the representations and warranties of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer respectively, hereunder. If a representation or warranty of Seller or Buyer is true as of the date of this Agreement but is not true at the Closing, then the other Party's condition to the Closing may have failed to the extent provided herein, but the representing and warrantying Party shall not be in default as to such matter solely as a result of the failure of such condition unless such Party has acted or omitted to act in a manner that would constitute a breach of its obligations under this Agreement, including by intentionally causing a representation or warranty to cease to be true. Further, if a representation or warranty of either Party is not true as of the date of this Agreement, all claims for breach of any such representation or warranty must be discovered within twelve (12) months after the Closing Date and must be asserted, if at all, in an action filed no later than eighteen (18) months after the Closing Date. All

claims for the alleged breach of a representation or warranty that are not discovered and asserted within such applicable time frame are deemed waived.

14. <u>Brokerage Commissions.</u> There are no real estate brokers fees or commissions, finder's fees or other like payments in connection with the transaction contemplated by this Agreement. Seller hereby agrees to indemnify, protect and defend Buyer (by counsel acceptable to the Buyer) against and hold Buyer harmless from and against any and all damages, liabilities, loss, costs and expenses, including, but not limited to, reasonable attorneys' fees, expert fees and court costs, resulting from any claims for any such real estate commission, finder's fees or other real estate brokerage-type commission by any person or entity. The foregoing indemnity shall survive Closing or any earlier termination of this Agreement.

15. <u>Indemnification</u>. Subject to Section 16, Seller hereby agrees to defend, indemnify and hold Buyer, and its officers, directors, agents and employees harmless from and against any and all loss, cost, damage, expense or liability (including reasonable attorneys' fees) Buyer may suffer or incur as a result of any negligent acts, omissions or conditions occurring prior to the Closing to the extent based on, or attributable to, any negligent act or omission of Seller, its agents and employees with respect to the Property. Subject to Section 16, Buyer hereby agrees to defend, indemnify and hold Seller, and its partners, officers, directors, agents and employees harmless from and against all loss, cost, damage, expense or liability (including reasonable attorneys' fees) Seller may suffer or incur as the result of any negligent acts, omissions or conditions occurring after the Closing relating to any time period subsequent to the date on which Buyer receives possession of the Property, to the extent based on, or attributable to, any negligent act or omission of Buyer, its agents and employees with respect to the Property. Nothing in this Section 15 limits a Party's indemnification obligations pursuant to any other Agreement.

16. <u>Limitation of Liability</u>. Notwithstanding anything to the contrary in this Agreement, each Party waives any claims that it may have against the other Party with respect to consequential, incidental or special damages, however caused, based on any theory of liability; except for purposes of this clause, liquidated damages pursuant to Section 3 shall not be deemed consequential, incidental, or special damages.

17. <u>Conditions Precedent to Seller's Obligation to Perform</u>. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder, including the Escrow deposits described in Section 21(b).

(b) Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) To the extent, if any, that the Well & Pipeline Easement Agreement (defined below) encumbers title to the Property, an appropriate amendment terminating same (the "**Well & Pipeline Easement Agreement Amendment**") must have been executed, acknowledged, and recorded prior to recordation of any other documents at the Closing. "**Well & Pipeline Easement Agreement**" means that certain Amended and Restated Well and Pipeline Easement Agreement dated as of June 30, 2008 and recorded on June 30, 2008 as Document No. 2008022727, Official Records of Madera County, California, as amended.

18. <u>Conditions Precedent to Buyer's Obligation to Perform</u>. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder, including the Escrow deposits described in Section 21(a).

(b) Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Escrow Holder shall be committed to issue the Title Policy, in a form satisfactory to Buyer, as set forth in Section 7 hereof.

(d) Seller shall not have failed to correct any Objectionable Exception noticed by Buyer and agreed to be removed by Seller within the time periods set forth in Section 6 above.

(e) There shall have occurred no unwaived material loss, damage or destruction to the Property or any portion thereof that was not caused by Buyer, its agents or employees.

(f) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

19. <u>Mutual Condition re: Subdivision Map Act Compliance</u>. Notwithstanding any other provision of this Agreement, the Closing and the Parties' obligations hereunder are subject to compliance with or exemption from the Subdivision Map Act, which is a mutual condition and requirement that may not be waived.

20. <u>Establishment of Escrow</u>. Upon execution by the Parties, a copy of this Agreement shall be deposited with Escrow Holder, and Escrow Holder shall execute a counterpart hereof for both Buyer and Seller, acknowledging its agreement to act as Escrow Holder as set forth herein.

21. <u>**Deposits into Escrow**</u>. In addition to any other Escrow deposits provided for herein, Parties shall make the following deposits into Escrow at or prior to the Closing:

(a) Seller shall deposit the following documents ("Seller's Documents"):
 (i) an executed and acknowledged counterpart original of the Grant of Real Property and Easements Agreement (WWTP & Water Blending) in the form attached as Exhibit "C" (the "Deed & Related Easements"), duly executed and acknowledged by Seller; (ii) if not previously recorded, an original Well & Pipeline Easement Agreement Amendment, duly

executed and acknowledged by Seller and the other parties thereto; (iii) an executed FIRPTA Affidavit; (iv) an executed Withholding Affidavit; and (v) such additional documents as Buyer or Escrow Holder may reasonably request to evidence and effect the transactions provided for herein.

(b) Buyer shall deposit the following funds and documents ("Buyer's Documents"): (i) all funds due at Closing, when and as required hereby (including without limitation all amounts necessary to pay Buyer's share of the closing costs); (ii) a counterpart original of the Deed & Related Easements, duly executed and acknowledged by Buyer; and (iii) such additional documents as Seller or Escrow Holder may reasonably request to evidence and effect the transactions provided for herein.

22. <u>**Prorations**</u>. Escrow Holder shall prorate Root Creek Water District assessments relating to the Property as of the Closing, using a 365-day year and the latest assessment information. Escrow Holder is not responsible for prorating utility or insurance costs or premiums.

23. <u>Title Insurance</u>. At the Closing, Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy.

24. <u>Costs and Expenses</u>. Closing costs shall be borne by the Parties as follows:

(a) the Title Policy premium shall be paid by Seller, except that any endorsements or additional coverage requested by Buyer shall be borne by Buyer;

- (b) all documentary transfer taxes shall be paid by Seller;
- (c) all Escrow fees shall be shared equally between Buyer and Seller; and

(d) All other costs of closing the Escrow, including without limit, filing fees, other recording fees and otherwise, shall be shared by the Parties per Madera County custom for the sale of vacant land. Each Party shall bear its own legal fees and costs for the negotiation and drafting of this Agreement and handling customary closing matters. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

25. <u>Closing Date</u>. Unless otherwise agreed by the Parties in writing, and subject to the prior satisfaction or waiver of the conditions precedent to the Closing, the Closing shall occur fifteen (15) days after the Due Diligence Deadline (the actual date on which the Deed & Related Easements is recorded, the "Closing Date") or sooner as determined by mutual agreement of Seller and Buyer. In the event the scheduled Closing Date falls on a Monday, the Closing Date shall automatically be extended to the next business day. If the Escrow is not in a condition to close by the scheduled Closing Date or the extended scheduled Closing Date (if applicable), Escrow Holder shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided however, that if the Escrow is not in a condition to close by the scheduled

Closing Date or the extended scheduled Closing Date due to the failure of only one Party to perform, and the other Party has fully performed or tendered performance of all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any such written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

26. <u>**Procedure for Closing**</u>. Escrow Holder shall close the Escrow by doing the following:

(a) If not previously recorded, record the Well & Pipeline Easement Agreement Amendment, as well as any other documents as are necessary to place title to the Property in the agreed condition, all before recording any other Closing documents, and e-mail conformed copies to Seller;

(b) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Property in the condition required by this Agreement;

to Seller;

- (c) Pay Seller's share of the closing costs from funds otherwise distributable
- (d) Pay from funds deposited by Buyer, Buyer's share of closing costs;

(e) Prorate real and personal Property taxes and RCWD Assessments as required by this Agreement;

(f) Record Seller's Deed & Related Easements in the Official Records of Madera County and direct the County Recorders to affix the transfer tax (if any) <u>after</u> recording; file Buyer's Preliminary Change of Ownership Report in Madera County; and e-mail the Parties a conformed copy of the recorded Deed & Related Easements;

(g) Deliver to Buyer a counterpart original of the Deed & Related Easements and the original Title Policy;

(h) Deliver to Seller a counterpart original of the Deed & Related Easements and a copy of the Title Policy;

(i) In the event Seller's Withholding Affidavit does not claim a withholding exemption, withhold the amount required by law and remit such amount to the California Franchise Tax Board within the required time frame following the Closing;

(j) Unless otherwise instructed by Seller unilaterally, deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller in accordance with Seller's disbursement instructions;

(k) Deliver to Seller and Buyer, respectively, Escrow Holder's escrow statements and all other documents and funds appropriate for delivery out of the Escrow; and

(I) Take all other actions that are necessary or appropriate to close the Escrow in compliance with this Agreement.

Failure to Close. If the Escrow fails to close as a result of Buyer's breach of any 27. of its obligations hereunder, then upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver Seller's Documents to Seller, deliver Buyer's Documents to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, then Buyer's exclusive remedy is to select one of the following: (a) terminate this Agreement, in which case Escrow Holder shall terminate the Escrow, deliver Seller's Documents to Seller, deliver Buyer's Documents to Buyer, and charge Seller for any cancellation charges; or (b) seek specific performance of Seller's obligation to convey the Property to Buyer; provided, however, that as conditions to Buyer's right to obtain specific performance (including the filing of a lis pendens against the Property), a suit for specific performance must be filed by Buyer in the Madera County Superior Court by the ninetieth (90th) day following the scheduled Closing Date (as extended, if applicable) (the "Specific Performance Condition"). Buyer hereby waives any and all rights Buyer may have to obtain specific performance and to file a lis pendens against the Property unless and until the Specific Performance Condition has been satisfied. Buyer shall be deemed to have elected option (a) if the Specific Performance Condition is not satisfied. If the Escrow shall fail to close upon Buyer's election to terminate in accordance with the provisions of this Agreement but without breach by Seller, then upon demand of Buyer, Escrow Holder shall return Buyer's Documents to Buyer, return Seller's Documents to Seller, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's Documents to Buyer, return Seller's Documents to Seller, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

28. Coordination with Acquisition Agreements and Urban Reimbursement

Agreement. As recited above, Buyer's purchase of the Property as provided herein is pursuant to, and in implementation of, the Acquisition Agreements and Urban Reimbursement Agreement. Pursuant to the Acquisition Agreements and Urban Reimbursement Agreement, Buyer is also acquiring the WWTP from Seller, but payment therefor is not included in the Land Interest Purchase Price. Accordingly, the Actual Cost (as defined in the Acquisition Agreements and Urban Reimbursement Agreement) of the WWTP, not including the WWTP Site Land Price, remains owed by Buyer pursuant to the Acquisition Agreements and Urban Reimbursement Agreement.

29. <u>Attorneys' Fees</u>. In the event of any action between Buyer and Seller seeking the interpretation or enforcement of any of the terms and conditions of this Agreement, or in connection with the Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to taxable costs and reasonable attorneys' fees.

30. <u>Matters Relating to Escrow Holder</u>. In the event Escrow Holder is unable to comply with this Agreement without fault on the part of either Buyer or Seller, the Parties shall

enter into joint escrow instructions instructing Escrow Holder to return to each Party such funds or documents as each has deposited into the Escrow; provided, that any cancellation charges shall be divided equally between the Parties. In the event of conflicting demands upon Escrow Holder with respect to funds or documents on deposit, Escrow Holder may cease activity with respect to the Escrow and shall retain all documents and deposits pending its receipt of consistent instructions from the Parties or instructions from a court of competent jurisdiction relating to the disbursement of funds and documents on deposit. It is understood that the foregoing sentence is intended merely as an accommodation to Escrow Holder and shall in no way affect the rights, duties or obligations of the Parties under this Agreement.

31. <u>Notices</u>. All notices under this Agreement shall be effective (i) when personally delivered to Buyer or Seller, as the case may be, (ii) when sent by e-mail to Buyer or Seller at the e-mail addresses set forth below, provided that a copy is mailed as indicated below, or (iii) three business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective Parties as follows:

To Seller:	Riverstone Development, LLC Attention: Timothy Jones 265 E. River Park Circle, Suite 310 Fresno, CA 93720 Telephone: (559) 237-7000 E-mail: <u>tjones@vdcllc.com</u>
To Buyer:	Root Creek Water District Attn: Julia D. Stornetta, General Manager P.O. Box 27950 Fresno, California 93726 Telephone: (559) 326-2222 E-mail: julia@rootcreekwd.com
With a copy to:	Baker, Manock & Jensen PC Attn: Lauren D. Layne 5260 N. Palm Avenue, Suite 201 Fresno, California 93704 Telephone: 559-432-5400 E-mail: llayne@bakermanock.com

or such other address or e-mail address as the Parties may from time to time designate in writing. As a matter of convenience, however, communications between Buyer and Seller shall, to the extent feasible, be conducted orally by telephone or in person, with such communications to be confirmed and made effective in writing as set forth above provided no such oral notice or communication shall be effective unless so confirmed in writing.

32. <u>Entire Agreement</u>. This Agreement and the items incorporated herein and therein contain all of the agreements of Seller and Buyer with respect to the sale and purchase of the Property, and no prior agreement or understanding pertaining to any such matter shall be

effective for any purpose. No provisions hereof may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized representatives of each of the Parties hereto, except that any modifications which relate to the adjustment of time limitations (except the Closing) or the form of documents may be made by joint agreement of legal counsel to the Parties.

33. <u>Successors</u>. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties hereto.

34. <u>Further Action</u>. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the purposes of this Agreement, including after the Closing. Such further cooperation includes executing acknowledgments of the terms hereof in commercially reasonable form upon request by either Party.

35. <u>Waiver</u>. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

Choice of Laws and Venue. This Agreement shall be governed by and construed 36. in accordance with the substantive and procedural laws of the State of California with regard to its conflict of law rules. This Agreement is entered into and is to be performed in Madera County, California, and, accordingly, the Parties agree that the venue for any and all disputes under this Agreement shall be in the Madera County Superior Court. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in this Agreement. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

37. <u>Survival</u>. All indemnification provisions and other provisions that expressly or by their nature provide for post-Closing performance shall survive the Closing and delivery and recordation of the Deed & Related Easements, and shall remain a binding contract between the Parties, subject to applicable sunset provisions, if any.

38. <u>Time</u>. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

39. <u>Counterparts, Etc</u>. This Agreement may be signed and delivered (including by facsimile or electronic mail) by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties. It shall not be necessary for each party to execute the same counterpart hereof. This Agreement may be signed electronically, including via DocuSign. Electronic signatures and signatures delivered via facsimile or scanned and e-mailed shall have the same effect as originals.

40. <u>Assignment</u>. Buyer may not assign this Agreement without Seller's consent, exercisable in Seller's sole and absolute discretion. Seller may assign this Agreement and its rights under this Agreement to an affiliate of Seller that assumes Seller's obligations hereunder, without Buyer's consent but with written notice thereof to Buyer. Any other assignment by Seller of its rights and obligations under this Agreement shall be subject to Buyer's prior written consent, exercisable in Buyer's sole and absolute discretion.

41. **Construction**. The Parties acknowledge that each Party and their legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in interpretation of this Agreement. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. Unless otherwise specifically referring to another instrument or document, references to "Sections" refer to the indicated portion of this Agreement. References to a Section or subsection hereof includes all of its subsections and sub-subsections. Non-exclusive terms such as "including," "such as," "for example," and "e.g.," list examples only, and do not indicate an exhaustive list of situations in which a clause applies. Such terms have the same meaning as the phrase "including, without limitation." Whenever used in this Agreement, the singular shall include the plural and vice versa, and gender-specific pronouns and references shall apply to all genders and trusts or entities, all as the context and meaning of this Agreement requires. Any reference to any statute, regulation, rule, ordinance, law, or recorded document includes any amendment, replacement, restatement, or recodification thereof, and all subsections of the referenced section or clause. Any deletion of language from this Agreement prior to its execution shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The paragraph headings herein are used only for the purpose of convenience only and shall not be deemed to limit the subject of the sections or paragraphs of this Agreement or to be considered in their construction.

42. <u>Severability</u>. If any provision of this Agreement—or the application thereof to any person or circumstance—is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law, unless such partial enforcement would be inequitable under the circumstances (in which case the Parties' rights shall be equitably adjusted).

43. <u>Agreement Not to Shop</u>. Seller and its representatives and agents agree to withdraw the Property from the market and will not, nor will Seller permit any of its representatives or agents, directly or indirectly, solicit, discuss, encourage or accept any offers to

purchase the Property until the earlier of: (i) the Close of Escrow; and (ii) the termination of this Agreement in accordance with the terms hereof.

44. <u>Counting Days</u>. Days will be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or legal holiday as described in California Government Code §§6700-6701, it will be excluded. Any act required by this Agreement to be performed by a certain day will be timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday, the time for performance of that obligation is extended to 5:00 p.m. local time on the first following date that is not a Saturday, Sunday, or legal holiday. Unless otherwise expressly provided in this Agreement, all periods of time referenced in this Agreement will include all calendar days. For purposes of this Agreement, the term "business day" will mean any calendar day other than a Saturday, Sunday, or legal holiday as described in Government Code §§6700-6701.

45. <u>**Redline Representation and Warranty**</u>. Each party represents and warrants that it or its counsel has "redlined" or otherwise called attention to all changes that it made and sent to the other party in previously-sent drafts of this Agreement.

46. <u>Incorporation of Appendices, Schedules, and Exhibits</u>. All appendices, schedules, and exhibits to this Agreement are incorporated herein by this reference.

47. Notice and Opportunity to Cure. Except as otherwise provided in a separate cure provision herein or as provided below, prior to taking any action to enforce its rights under this Agreement in the event of an alleged breach of any matter that is subject to cure, the Party alleging the existence of a breach shall give the alleged breaching Party written notice of the specific nature of the alleged breach, together with a demand that the alleged breach be cured within (a) three (3) business days for a monetary default, or (b) thirty (30) days—or such shorter period as is reasonable in exigent circumstances—for a nonmonetary default that is subject to cure by its nature; but if (i) a curable nonmonetary default cannot, with due diligence, be cured within thirty (30) days, and (ii) the allegedly defaulting Party commences a cure within that initial thirty (30)-day period and thereafter diligently prosecutes it to completion, the cure period shall be extended through such cure efforts. If the Party receiving such notice cures the alleged breach as provided in this Section 47, the alleged breach shall be deemed not to have occurred, and no claims shall result therefrom. Notwithstanding any other provision of this Agreement, if a breach is incapable of cure by its nature or if giving notice of an alleged breach is legally prevented for any reason or if any agreed cure period would be tolled for any reason (including in either case, bankruptcy stay, if such stay would have the noted result), then in that situation, the provisions of this Section 47 and any other notice and cure provision in this Agreement shall be ignored, and no notice is required before a Party who fails to perform as agreed pursuant to this Agreement is deemed to be in default.

48. <u>Fencing: Screening of Improvements Higher Than Ten Feet</u>. Buyer shall install reasonable fencing around all improvements on the Property. To minimize the aesthetic impact of improvements on the Property on nearby properties, Buyer shall screen the portion of any new improvements taller than ten feet (10') in a manner reasonably acceptable to Seller,

which screening shall include trees of types and in locations around the tank(s) reasonably acceptable to Seller.

(Signatures to follow on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"SELLER"

RIVERSTONE DEVELOPMENT, LLC, a California limited liability company

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

By: ______ Timothy Jones, Manager

"BUYER"

ROOT CREEK WATER DISTRICT, a California water district

By:

Nick Bruno, Chair of the Board of Directors

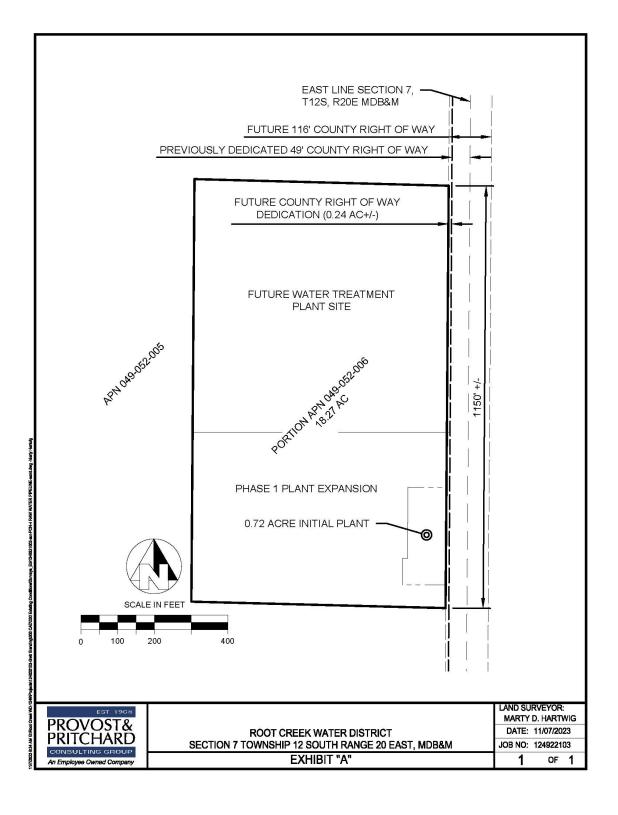
Escrow Holder hereby acknowledges the foregoing and agrees to act as Escrow Holder as set forth hereinabove.

Dated: _____, 2023

OLD REPUBLIC TITLE COMPANY

By: ______ Donna Brown Vice President/Senior Escrow Officer

Exhibit "A" Site Map



<u>Exhibit "B"</u> Legal Description of the Property

Portion of APN: 049-052-006

That portion of the northeast quarter of Section 7, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the County of Madera, State of California, more particularly described as follows:

The North 1,700.00 feet of the East 750.00 feet of said northeast quarter of Section 7, excepting therefrom the North 550.00 feet thereof and also excepting therefrom the East 58.00 feet thereof.

END OF DESCRIPTION



Date Signed 11/07/2023

<u>Exhibit "C"</u> Form of Deed & Related Easements

BASIN OPERATION, MAINTENANCE, AND ACCESS AGREEMENT

THIS BASIN OPERATION, MAINTENANCE, AND ACCESS AGREEMENT (this "Agreement") is made and entered into this ______ day of ______, 2023 (the "Effective Date"), by and between GROVELAND DEVELOPMENT CORPORATION, a California corporation ("Master Developer"), BN RIVERSTONE 2, a California limited partnership ("Contractor") and ROOT CREEK WATER DISTRICT, a California water district (the "District"). Master Developer, Contractor, and the District are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party."

RECITALS:

A. WHEREAS, the District provides water, sewer, and storm drain services within its boundaries in Madera County and operates and maintains several stormwater retention basins for the benefit of its customers; and

B. WHEREAS, Master Developer is fee title owner of that certain real property commonly referred to as Madera County Assessor's Parcel Number ("<u>APN</u>") 080-150-014, as more particularly described in <u>Exhibit "A"</u> and depicted in <u>Exhibit "B"</u>, both of which are attached hereto and incorporated herein ("<u>APN 080-150-014</u>"), which is located within the District's boundaries; and

C. WHEREAS, Contractor is a merchant builder that purchased that certain real property commonly known as Lot 1 of Tract No. 279 (retired APN 080-190-001) from Master Developer and subsequently recorded Tract Map No. 320 (APN: 080-191-001-000 through 080-191-096-000) for a residential development located in Madera County (the "Development"); and

D. WHEREAS, as part of said Development, Contractor has constructed or will construct a stormwater retention basin (the "<u>Basin</u>") on APN 080-150-014, which will become part of the District stormwater facilities. Upon completion of the Basin, Contractor will connect the Development thereto. The approximate location of the Basin is depicted in <u>Exhibit "B"</u>; and

E. **WHEREAS**, Contractor is continuing its work in the Development, but does not desire to provide maintenance services for the Basin after its completion; and

F. WHEREAS, upon completion of the Basin, the District desires to operate as part of its stormwater facilities and is willing to then repair and maintain the Basin; and

G. WHEREAS, Master Developer desires to grant a license to the District for such purpose; and

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

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

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

2. <u>Term; Termination</u>. Unless earlier terminated as provided herein, the term of this Agreement shall be from the November 1, 2023, through October 31, 2033 (the "<u>Term</u>"). The Parties may agree in writing to terminate this Agreement prior to expiration of the Term, and this Agreement shall terminate automatically when Master Developer conveys the portion of APN 080-150-014 that contains the Basin (the "<u>Basin Land</u>") to the District as provided in Section 25.

3. <u>Services</u>. Upon Contractor's completion of the Basin in accordance with plans approved by the District and the County of Madera, the District shall operate the Basin as part of its stormwater drainage and retention system and its groundwater recharge program, and shall repair, maintain, and restore the Basin improvements as reasonable and appropriate and perform any other services provided for herein (the "<u>Services</u>"). Without limiting the generality of the foregoing, as part of the Services, the District shall provide clearing, cleaning, weed abatement and other repair, maintenance, and restoration activities for the Basin that are customary or (if more extensive) reasonable under the circumstances for the District's stormwater retention facilities.

(a) <u>Performance of Work</u>. The District shall comply with all applicable laws in connection with its activities hereunder, and perform such activities in a safe, workmanlike manner. Without limiting the foregoing, the District shall install fencing (if required) and any other required or appropriate barriers, post signage, and take other precautions, as reasonably required to warn against and mitigate the risk of unauthorized access to or use of the Basin. The District shall pay for all Services when due and keep APN 080-150-014 free and clear from all liens related to its activities hereunder.

(b) <u>**Contracting**</u>. The District may utilize contractors to perform the Services.

(c) <u>Protection of the Public, Utilities and Adjacent Property</u>. The District, its employees, agents, contractors, and consultants ("<u>District Representatives</u>") shall exercise due care to avoid personal injury as well as damage to other improvements and facilities on APN 080-150-014, including, but not limited to adjacent public or private property, landscaping, trees and shrubbery. The District shall notify Master Developer and Contractor within twenty four (24) hours of discovery and the extent of any significant damage to APN 080-150-014. Damage to the Basin, the Access Routes, other portions of APN 080-150-014, utilities, and public and private streets, curbs, gutters, sidewalks, lights and other improvements caused by the use of the Basin (including natural causes) by the District or any District Representatives shall be repaired or replaced at the District's expense. Damage to the Basin caused by Master Developer or Contractor, or any of their respective employees, agents, or assigns, or any third parties who are not District Representatives, shall be repaired or replaced by the damaging party.

4. <u>Maintenance, Repair, Restoration, and Operation Costs, and Ownership of</u> <u>the Basin</u>. The Parties agree that the District shall arrange and pay for all maintenance, repair, and restoration costs of the Basin. The Basin shall be repaired and maintained sufficiently so as not to endanger persons or property. Except as provided below, the ownership and control of APN 080-150-014 shall at all times remain with Master Developer. Upon completion of the Basin, the Basin improvements will be conveyed to the District along with the Basin Land as provided in Section 25. Control of the Basin shall at all times remain with the District.

5. <u>Consideration</u>. In consideration for the District's performance of the Services to the Basin, on the Effective Date, Contractor shall pay the District Fifteen Thousand and No/100 Dollars (\$15,000.00).

6. <u>Grant of License; Revocation</u>. To facilitate the District's Services hereunder, Master Developer hereby grants to the District, and the District hereby accepts, a personal, nonexclusive license to access the Basin Land and nearby portions of APN 080-150-014 to perform the Services during the Term (the "<u>License</u>"), which may only be revoked for the District's (a) breach of this Agreement after notice and reasonably opportunity to cure, or (b) abandonment of the Basin.

(a) <u>Access Routes</u>. During any period when there is no access to the Basin over a dedicated County road, such access shall be solely via one or more routes designated from time to time by Master Developer or its project manager (such routes, the "<u>Access Routes</u>"), which Access Routes may change from time to time during the Term. During such period of designation, the nondedicated Access Route is part of the area covered by the License, but shall not be used and shall no longer constitutes part of such License area after reasonably convenient access to the Basin is available via a dedicated road.

7. <u>The District's Duty to Warn Representatives Regarding Groveland's</u> <u>Construction Activities, Etc.</u> Master Developer shall have no duty to inspect the Basin, the Access Routes, or other portions of APN 080-150-014, and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist in such areas (including matters that have occurred naturally or are of a type generally associated with the construction or agricultural activities that Master Developer, its affiliates, or other merchant builders (including Contractor) are then performing or have performed), except for a defect, condition or risk that is (a) known to and caused by Master Developer, (b) not readily apparent to the District or District Representatives, and (c) unusual in scope, nature, or severity in the context of the foregoing construction activities. The District acknowledges—and shall advise all of the District Representatives—that Master Developer, its affiliates, and other merchant builders (including Contractor) will be conducting construction and agricultural activities in or near APN 080-150-014 and other portions of the Riverstone master-planned community that pose risks inherent to such operations or that might be increased via the exercise of the rights granted herein.

8. <u>Utilities</u>. The District shall pay all utility charges related to the Basin.

9. <u>Indemnification</u>. Each Party and its successors and assigns shall indemnify, defend and hold harmless the other Party and its successors and assigns from and against all claims, losses and other expenses (including without limitation reasonable attorneys' fees and

court costs), including damages suffered or asserted by third parties (collectively, "<u>Damages</u>") resulting from the indemnifying Party's (a) breach of this Agreement, (b) exercise of its rights or performance of its obligations pursuant to this Agreement, or (c) other activities in relation to the Basin or this Agreement, except (in the case of [a], [b], or [c]) to the extent caused by the gross negligence or willful misconduct of the Party seeking indemnification or its successors or assigns.

10. **Exculpation and Release**. Except for any liability or obligation expressly imposed hereunder on a Released Party (defined below), the District, as a material part of the consideration of this Agreement, hereby releases Master Developer and its subsidiaries, partners and affiliates, and all of their respective employees, officers, shareholders, directors, agents, representatives, and professional consultants and all of their respective successors and assigns (each of the foregoing, a "<u>Released Party</u>" and collectively, the "<u>Released Parties</u>") from and waives all Damages with respect to the (a) condition of the Basin (including any defects or deficiencies in the construction of the Basin) or the Basin Land, and (b) the District's use of the Basin and any other activities hereunder. The foregoing release and waiver shall apply to any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense of any kind or character incurred directly by the District.

THE DISTRICT ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

THE DISTRICT BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHT AND PROTECTION IT MAY HAVE THEREUNDER IN CONNECTION WITH THE WAIVERS AND RELEASES HEREIN, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT.

The District's initials

11. Insurance.

(a) <u>The District's Insurance Obligations</u>. At all times, the District shall carry and maintain, at its sole cost and expense, such types and amounts of insurance are customarily maintained by well-managed utilities providing similar services, but in no event less than the following types and amounts of insurance, in the form hereinafter provided for:

(i) <u>General Liability with General Aggregate Amount and Per</u> <u>Occurrence Limit</u>. Commercial General Liability coverage provided through the Association of California Water Agencies Joint Powers Insurance Agency ("<u>ACWA JPIA</u>"), with General Aggregate Amount and Per Occurrence Limit coverage for personal injury and property damage with limits equal to the greater of (A) One Million Dollars (\$1,000,000.00) per occurrence and general aggregate coverage of not less than Two Million Dollars (\$2,000,000.00), or (B) the full amount available under the District's policy or analogous pooling agreement insuring against any and all liability of the insured with respect to the Basin or arising out of the maintenance, use, operation, or possession thereof. All such insurance shall specifically insure the performance by the District of its indemnity obligations pursuant to this Agreement, and name Master Developer, Valley Development Company, LLC, and Central Valley Development, LLC as additional insureds as required by Section 11(b).

(ii) <u>Workers' Compensation</u>. During any period when the District has employees, workers' compensation insurance required by California for the benefit of the District's employees, with policy limits equal to the greater of (A) One Million Dollars (\$1,000,000) per accident or employee, or (B) the full amount available under the District's policy or analogous pooling agreement.

(iii) <u>Automobile Insurance</u>. Commercial automobile liability coverage provided through ACWA JPIA for claims for personal injury, death and property damage arising from such use, in a combined single limit equal to the greater of (A) One Million Dollars (\$1,000,000), or (B) the full amount available under the District's policy or analogous pooling agreement, which shall cover all owned, unowned, and hired vehicles.

(iv) <u>**Property Insurance**</u>. Comprehensive property insurance provided through ACWA JPIA with replacement cost coverage if available at commercially reasonable rates.

(v) <u>Additional Insurance</u>. The District shall carry and maintain during the term hereof such other reasonable types and amounts of insurance coverage covering the Basin and the District's operations thereof, as are customary in the District's industry, as may be required by Master Developer's lender, or as may be reasonably requested by Master Developer from time to time.

(vi) <u>Blanket and Umbrella Policies</u>. The District shall have the right to satisfy its insurance requirements under this Agreement in whole or in part with a blanket policy or policies of insurance and (if applicable) umbrella coverage.

(b) **Forms of the District Policies; ACWA JPIA Risk Sharing Pool**. All policies of insurance required under Section 11(a) and not obtained through ACWA JPIA shall be issued by insurance companies qualified to do business in California and holding a credit rating of not less than "A" and a financial size category of not less than "Class VIII" as rated in the most currently available A.M. Best Company. All insurance shall be on an occurrence basis; not on a "claims made" basis. Any failure of the District to comply with reporting provisions of the policy shall not affect coverage provided to Master Developer and its managers, members, employees, and agents. All such policies shall contain cross-liability endorsements and shall name Master Developer and such additional individuals or entities, which may include Master Developer's lender(s), mortgagees and beneficiaries, as Master Developer shall from time to

time designate in writing to the District as additional insureds. Executed copies of such policies of insurance policies or certificates thereof shall be delivered to Master Developer concurrently with the execution hereof, and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Master Developer within ten (10) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the District in like manner and to like extent. The insurance policies and certificates shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or amended adverse to the policyholder until at least thirty (30) days' prior written notice has been given to Master Developer, except the notice period for non-payment cancellations shall be at least ten (10) days. Notwithstanding any notice from the insurance carrier and/or broker, the District shall provide Master Developer notice of any cancellation, lapse, non-renewal, reduction in the amount of coverage or other adverse change respecting such insurance at such time that the District receives notification or otherwise becomes aware of the same. All liability property damage, and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which Master Developer or Master Developer's lender(s) may carry, but may be satisfied with a blanket policy or policies of insurance. If the District fails to procure any such policy of insurance, or to deliver any such policy or certificate, Master Developer may, at its option and after providing the District prior written notice, procure such policy for the account of the District, and the cost thereof (along with an administrative fee of five percent (5%) of the cost of such insurance) shall be paid to Master Developer within ten (10) days after delivery to the District of invoice therefor. The District may not self-insure. References herein to "coverage" being provided through ACWA JPIA mean that the District will participate in ACWA JPIA's self-insured risk sharing pool, but the common term "coverage" is used for convenience.

(c) **No Representation of Adequacy of Coverage via the District's Insurance**. Master Developer makes no representation or warranty that the initially or any increased or additional limits or forms of coverage of insurance specified herein are adequate to cover the District's property, operations, obligations under this Agreement, or otherwise.

(d) <u>Master Developer's Insurance Obligations</u>. During the Term, Master Developer shall carry and maintain, at its sole cost and expense, Commercial General Liability insurance for personal injury and property damage with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.

(e) <u>Mutual Waivers of Subrogation</u>. Notwithstanding anything herein to the contrary, Master Developer (for itself and its insurers), hereby waives any rights, including rights of subrogation, and the District (for itself and its insurers), hereby waives any rights, including rights of subrogation, each may have against the other, for compensation of any loss or damage occasioned to Master Developer or the District, as the case may be, arising from any risk generally covered by the insurance the waiving party is required to carry and maintain under this Agreement or any risk covered by the waiving party's insurance (even if such insurance is not required by this Agreement). The parties shall notify their respective carriers of this waiver, and shall obtain such carriers' consent thereto.

12. <u>Notices</u>. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered main or U.S. Postal Service Express Main, with postage prepaid, or by facsimile transmission or by electronic transmission (e-mail) and shall be deemed sufficiently given if served in a manner specified in this Section 12. The addresses and addressees noted below are that Party's designated address and addressee for delivery of mailing of notices.

To District:	Root Creek Water District P.O. Box 27950 Fresno, California 93729 Telephone: (559) 326-2222 E-mail: julia@rootcreekwd.com
To Master Develope	er: Timothy Jones
Ĩ	Groveland Development Corporation
	265 E. River Park Circle, Suite 310
	Fresno, CA 93720
	Telephone: (559) 237-7000
	E-mail: tjones@vdcllc.com
To Contractor:	John A. Bonadelle
	BN Riverstone 2 LP
	7030 N. Fruit Avenue, Suite 101
	Fresno, CA 93711
	Telephone: 559-435-9700
	E-mail: jab@bonadelle.com

Any Party may, by written notice to the other two Parties, specify a different address for notice. Any notice sent by the registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this Section 12 and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

13. <u>Choice of Laws: Venue</u>. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California with regard to its conflict of law rules. This Agreement is entered into and is to be performed in Madera County, California, and, accordingly, the Parties agree that the venue for any and all disputes under this Agreement shall be in the Madera County Superior Court.

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

15. <u>Entire Agreement</u>. This Agreement and items incorporated herein contain all of the agreement of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose; provided that this Agreement is not intended to supersede the separate agreements referenced in Section 25.

16. <u>Amendment</u>. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of all Parties.

17. <u>Assignment</u>. The District may not assign or apportion any rights hereunder without Master Developer's prior written consent, which may be granted, conditioned, or withheld in Master Developer's sole discretion. The use of employees, agents, consultants, or independent contractors to carry out the purposes for which the License herein is granted shall not be considered an assignment.

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

19. <u>Severability</u>. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

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

21. <u>Headings</u>. The subject heading of the sections of this Agreement are include for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

22. <u>Interpretation</u>. This Agreement is the product of negotiation and preparation by and among the Parties and their respective advisors. Therefore, the Parties expressly waive the provisions of Civil Code section 1654. This Agreement shall not be construed against any one Party but shall be construed as if jointly prepared by Parties. Any uncertainty or ambiguity shall not be interpreted against any one Party. References herein to the use of the Basin by the District or District Representatives include the operation, maintenance, repair, and restoration activities required hereunder.

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

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

25. <u>Coordination with Other Agreements</u>. Master Developer intends to sell the Basin Land to the District at its appraised value (without reference to the Basin use or improvements), pursuant to certain separate agreements between those parties. Upon such sale, Master Developer will not receive any payment for the Basin improvements (as contrasted with the Basin Land). Nothing herein is intended to constitute a dedication or gift of some or any portion of APN 080-150-014 to the District, any other governmental or quasi-governmental entity or agency, or the public.

[Remainder of page intentionally blank]

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

"District"	"Contractor"
ROOT CREEK WATER DISTRICT, a California water district	BN RIVERSTONE 2 LP, a California limited partnership
	By: Bonadelle Homes, Inc., a California corporation Its General Partner
By:	
Nick Bruno, Chair of the	
Board of Directors	By:
"Master Developer"	Name:
GROVELAND DEVELOPMENT	Title:
CORPORATION, a California corporation	

By:_

Timothy Jones, President

[Signatures for Basin Operation, Maintenance, and Access Agreement]

EXHIBIT A

BASIN PARCEL LEGAL DESCRIPTION

EXHIBIT B

DEPICTION OF BASIN PARCEL

CERTIFICATE OF ACCEPTANCE OF ROOT CREEK WATER DISTRICT

This is to certify that the interest in real property conveyed by the "BASIN OPERATION, MAINTENANCE, AND ACCESS AGREEMENT" from GROVELAND DEVELOPMENT CORPORATION, a California corporation, to ROOT CREEK WATER DISTRICT, a California water district and governmental agency (the "**District**"), is hereby accepted by order of the Board of Directors of the District on ______, 2023.

Dated:

By:

Julia D. Stornetta General Manager/Secretary

8b. Basin Maintenance and Access Agreement (RCWD_Bonadelle) (11-9-23)

MADERA COUNTY CONTRACT NO.

(Road Remediation and Repair Agreement - Root Creek Water District)

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and ROOT CREEK WATER DISTRICT, a California water district ("DISTRICT"), in consideration of the Recitals and promises set forth herein.

RECITALS

A. The COUNTY owns and operates Road 40, including a Portion of Road 40 in Madera County between Avenue 12 and Market Street ("Road 40"). The DISTRICT owns and operates a 48-inch in-lieu recharge line located under Road 40 and the District entered into a franchise agreement with the County.

B. The parties agree that portions of Road 40 over the DISTRICT's 48-inch inlieu recharge line have failed or are showing signs of damage (the "Damage") but disagree on the cause(s) for the Road 40 failure and on the necessary repair and remediation solutions.

C. The parties have met and conferred to address the causes of the Damage, the options for remediating and repairing the Damage and allocating the costs for such repairs.

D. The DISTRICT retained the services of BSK Associates ("BSK") to investigate the causes of the Damage and a Report dated June 26, 2023 (the "BSK Report"), was produced by BSK containing the results of its investigation and its recommendations for repair and remediation, which is attached herewith as Exhibit "A." The COUNTY also conducted a "straightedge test" (the "SG Test") on Road 40 and the results of the SG Test are reflected on Exhibit "B," attached hereto.

E. To address the Damage, the parties now desire to enter into this Agreement to facilitate the expeditious repair and remediation of the Damage.

AGREEMENT

1. The parties agree to implement Option 2 of the BSK Report (beginning on page 6) for the repair and remediation of the Damage in, on and over all areas identified in the BSK Report and in the SG Test.

2. Within ninety (90) days of the execution of this Agreement, the DISTRICT will hire a licensed Contractor to repair and remediate the Damage in accordance with County road standards and with a scope of work that is consistent with Option 2 of the BSK Report.

3. Before executing the Contract with the selected Contractor (the "Contract"), the DISTRICT will provide a draft of the Contract for review and approval by the COUNTY and said approval shall not be unreasonably withheld. The Contract shall contain, among other standard Contract clauses, the following provisions: (i) requiring insurance and indemnity requirements such that the DISTRICT and the COUNTY are named as additional insured parties and are held harmless by the Contractor for any and all damages caused by the Contractor's negligent actions; (ii) providing a not less than a one year warranty for the work on Road 40; (iii) requiring a completion date of not more than ninety (90) days from the execution of the Contract; (iv) granting the COUNTY the right to inspect the Contractor's repair and remediation work on Road 40 as it is carried out; (v) requiring the payment of prevailing wages in accordance with the California Labor Code; (vi) requiring approval of both the District and the County for any change orders which change the contract price or the schedule.

4. The parties agree that time is of the essence in this Agreement. However, the parties acknowledge that unexpected delays in the repair and remediation work may occur and that the 90-day completion deadline in the Contract may be extended upon reasonable request by the Contractor, subject to the approval by both the COUNTY and the DISTRICT. The parties agree that neither party shallbe responsible for such delays in the Contractor's work.

5. The COUNTY will reimburse the DISTRICT for fifty percent (50%) of the cost of the work (\$1,035,100) as set forth in the Contract, therefore, the COUNTY's share shall not exceed \$517,500. The parties also agree to an additional contingency to the Contract price, not to exceed ten percent (10%), subject to approved change orders. To facilitate the COUNTY's reimbursement, the DISTRICT will send invoices (supported by adequate documentation) to the COUNTY, at the address set forth hereinafter, and the COUNTY will reimburse the DISTRICT by paying the invoices within sixty (60) days of receipt. This provision shall survive expiration or earlier termination of this Agreement.

6. **<u>NOTICES</u>**. All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

<u>COUNTY</u>

Madera County Public Works 200 West Fourth Street Madera, CA 93637

COPY TO:

Karen Scrivner, Clerk of the Board Madera County Board of Supervisors 200 West Fourth Street Madera, CA 93637

DISTRICT

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

COPY TO:

Lauren D. Layne, Esq. Baker, Manock & Jensen, P.C. 5260 N. Palm Avenue, Suite 201 Fresno, California 93704 7. **INSPECTIONS AND AUDITS**. Each party shall make available to the other party for examination at any time during normal business hours and as often as the party deems necessary, all of the other party's records and data only with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. Each party shall, upon request by the other party, permit the other party to audit and inspect all of such records and data to ensure the party's compliance with the terms of this Agreement.

8. <u>**GENERAL TERMS**</u>. This Agreement may not be modified, and no waiver is effective, except by written Agreement signed by both parties. The DISTRICT acknowledges that COUNTY employees have no authority to modify this Agreement except as expressly provided in this Agreement.

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

A. <u>Jurisdiction and Venue</u>. This Agreement is signed and performed in Madera County, California. The DISTRICT consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in the Madera County Superior Court.

B. <u>Construction</u>. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

C. <u>Days</u>. Unless otherwise specified, "days" means calendar days.

D. <u>Headings</u>. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

E. <u>Severability</u>. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

F. <u>No Waiver</u>. Payment, waiver, or discharge by the COUNTY of any liability or obligation of the DISTRICT under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the DISTRICT and does not prohibit enforcement by the COUNTY of any obligation on any other occasion.

G. <u>Entire Agreement</u>. This Agreement, including its exhibits, is the entire Agreement between the DISTRICT and the COUNTY with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits.

H. <u>No Third-Party Beneficiaries</u>. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

I. <u>Authorized Signatures</u>. Each party represents and warrants to the other party that:

Page 5

1) It is duly authorized and empowered to sign and perform its obligations under this Agreement.

2) The individual signing this Agreement on behalf of the it is duly authorized to do so and his or her signature on this Agreement legally binds that party to the terms of this Agreement.

J. <u>Electronic Signatures</u>. The parties agree that this Agreement may be executed by electronic signature as provided in this section.

1) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (i) a digital signature; (ii) a faxed version of an original handwritten signature; or (iii) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.

2) Each electronic signature affixed or attached to this Agreement (i) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (ii) has the same force and effect as the valid original handwritten signature of that person.

The provisions of this section satisfy the requirements of Civil
 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil
 Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

4) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

5) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

K. Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

* * * * * * * * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form: COUNTY COUNSEL

ROOT CREEK WATER DISTRICT

Chairman, Board of Supervisors

By: _____(Signature)

(Print Name)

Title: _____

.

By: _____

ACCOUNT NUMBER(S)

ND-AGT-1246-034-4854-8877-4287.DOC2

EXHIBIT A

BSK Report

EXHIBIT B

SG TEST

DRAFT 11.09.23		0004 Paulant	Year to Date	01-District Administration	20 Wester	00.0	Ad Otama Davia	
	2023 Budget	2024 Budget	Teal to Date	Administration	02-Water	03-Sewer	04-Storm Drain	05-Agriculture
Ordinary Income/Expense								
Income								
420 · Municipal Revenues			000.05/.07		4 000 000 00			
420.02 · Municipal Water Utility Charges	890,000.00	1,880,206.00	982,254.87		1,880,206.00			
420.03 · Municipal Storm Drain Charges	96,000.00	159,486.00	71,415.40				159,486.00	
420.04 · Municipal Wastewater Charges	670,000.00	1,113,324.00	498,441.55			1,113,324.00		
425.02 · Municipal Water Hydrant Usage	52,000.00	80,000.00	75,520.12		80,000.00			
Total 420 · Municipal Revenues	1,708,000.00	3,233,016.00	1,627,631.94	0.00	1,960,206.00	1,113,324.00	159,486.00	0.00
430.00 · Municipal Revenues-BuilderChrgs								
430.01 · Inspection Fees	97,500.00	310,128.00	297,110.37		103,376.00	103,376.00	103,376.00	
430.07 · Sewer Plug Fee	26,000.00	26,000.00				26,000.00		
Total 430.00 · Municipal Revenues-BuilderChrgs	123,500.00	336,128.00	297,110.37	0.00	103,376.00	129,376.00	103,376.00	0.00
480 - Other Sources Revenues								
480.01 - Assessments	344,000.00	344,000.00	99,916.52	68,800.00	68,800.00	68,800.00	68,800.00	68,800.00
Total 480 Other Sources Revenues	344,000.00	344,000.00	99,916.52	68,800.00	68,800.00	68,800.00	68,800.00	68,800.00
Total Income	2,175,500.00	3,913,144.00	2,024,658.83	68,800.00	2,132,382.00	1,311,500.00	331,662.00	68,800.00
Gross Profit	2,175,500.00	3,913,144.00	2,024,658.83	68,800.00	2,132,382.00	1,311,500.00	331,662.00	68,800.00
Expense								
520.01 · MID Assessments (EDU payment)	169,830.90	185,000.00	159,173.25		92,500.00			92,500.00
540 · System Maintenance								
540.01 · Chemicals	60,000.00	60,000.00	37,106.92		30,000.00	30,000.00		
540.02 · Repairs & Maintenance	100,000.00	100,000.00	73,153.96		50,000.00	40,000.00	10,000.00	
540.03 · Lab Analysis	40,000.00	40,000.00	30,965.50		10,000.00	30,000.00		
Total 540 · System Maintenance	200,000.00	200,000.00	141,226.38	0.00	90,000.00	100,000.00	10,000.00	0.00
550 · System Management								
550.01 · Operator Contracted	729,000.00	897,200.00	639,527.72		306,875.00	571,086.00	19,239.00	
550.03 · Inspection Fees	227,500.00	310,000.00	314,448.73		103,333.33	103,333.33	103,333.34	
550.04 · Hauling and Discharge	175,000.00	36,000.00	107,926.14			36,000.00		
550.05 · Sewer Plugs	13,000.00	13,000.00	0.00			13,000.00		
550.06 - Programming - IT		37,800.00			18,900.00	18,900.00		
Total 550 · System Management	1,144,500.00	1,256,200.00	1,061,902.59	0.00	410,208.33	723,419.33	122,572.34	0.00
560.01 · Permits	34,000.00	32,100.00	36,709.32		30,250.00	1,850.00		
570 · Groundwater Maintenance								
570.01 · Groundwater Measurements	10,000.00	20,000.00	22,950.03		10,000.00			10,000.00
570.02 · Groundwater Sustainability	15,000.00	25,000.00	38,869.86		12,500.00			12,500.00
Total 570 · Groundwater Maintenance	25,000.00	45,000.00	61,819.89	0.00	22,500.00	0.00	0.00	22,500.00
580 · Services								
580.01 · Power	600,000.00	660,000.00	401,635.72		420,000.00	180,000.00		
580.02 · Communications	41,600.00	37,000.00	31,089.36		25,600.00	11,400.00		
580.03 · Security	3,500.00	3,400.00	4,572.74		2,100.00	1,300.00		
580.04 · Equipment Lease	0	0	0.00					
Total 580 · Services	645,100.00	700,400.00	437,297.82	0.00	447,700.00	192,700.00	0.00	0.00
610 · Marketing	•	•	, ,					
610.02 · Website	2,000.00	2,000.00	2,997.73		250.00	250.00	250.00	500.00

Total 610 · Marketing	2,000.00	2,000.00	2,997.73		250.00	250.00	250.00	500.00
620 · Professional Fees								
620.01 · Accounting	47,400.00	60,000.00	36,585.50		15,000.00	15,000.00	15,000.00	15,000.00
620.02 · Audit	10,000.00	20,000.00	0.00		10,000.00	3,333.00	3,333.00	3,334.00
620.03 · Management	155,000.00	160,000.00	153,560.02	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
620.04 · Engineering	100,000.00	75,000.00	121,591.08	7,500.00	16,875.00	16,875.00	16,875.00	16,875.00
620.05 · Legal	100,000.00	75,000.00	54,126.58	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
620.06 · GIS Services	25,000.00	10,000.00	4,768.20		2,500.00	2,500.00	2,500.00	2,500.00
620.08 · Master Planning	10,000.00	0.00						
620.09 · Special Counsel	100,000.00	125,000.00	134,925.17		62,500.00			62,500.00
Total 620 · Professional Fees	547,400.00	525,000.00	505,556.55	54,500.00	153,875.00	84,708.00	84,708.00	147,209.00
630 · Consultants								
630.01 · Grant Preparation	10,000.00	0.00						
630.04 · GSP	50,000.00	0.00	82,641.35					
630.05 · MS4 Program	15,000.00	5,000.00	13,178.13				5,000.00	
Total 630 · Consultants	75,000.00	5,000.00	95,819.48	0.00	0.00	0.00	5,000.00	0.00
640.01 · Membership dues	8,000.00	15,000.00	14,435.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
650.01 · Insurance	10,000.00	30,000.00	24,962.68	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
660 · General & Administrative Costs								
660.01 · Printing & Reproduction	2,000.00	5,000.00	2,804.01	5,000.00				
660.03 · Conference & Meetings	15,000.00	15,000.00	9,420.20	15,000.00				
660.04 · Travel	1,000.00	1,000.00	514.35	1,000.00				
660.06 · Postage	1,000.00	1,000.00	251.13	1,000.00				
660.08 · Email Hosting & Doc Storage	1,000.00	1,000.00	675.00	1,000.00				
Total 660 · General & Administrative Costs	38,000.00	68,000.00	13,664.69	32,000.00	9,000.00	9,000.00	9,000.00	9,000.00
Total Expense	2,898,830.90	3,063,700.00	2,555,565.38	95,500.00	1,265,283.33	1,120,927.33	240,530.34	280,709.00
Net Ordinary Income	-723,330.90	849,444.00	-530,906.55	-26,700.00	867,098.67	190,572.67	91,131.66	-211,909.00
Other Income/Expense								
Other Income								
410 · Agricultural Revenues								
410.01 · Ag Surface Water Charges	146,000.00	356,440.00	0.00					160,400.00
410.02 · Ag Recharge Fees-Includes Prepd	1,278,971.99	1,398,930.00	54,027.12					1,423,564.00
410.03 · Ag Capital Fee-Includes Prepaid	238,120.00	234,000.00	11,725.20					238,120.00
Total 410 · Agricultural Revenues	1,663,091.99	1,989,370.00	65,752.32	0.00	0.00	0.00	0.00	1,822,084.00
430.02 · MID Rooftop Fees	210,000.00	560,000.00	807,167.07		560,000.00			
430.03 · Water Connection Fees	889,200.00	2,417,600.00	3,278,333.71		2,417,600.00			
430.04 · Wastewater Connection Fees	1,982,550.00	5,390,000.00	7,540,916.05			5,390,000.00		
430.05 · Storm Drain Connection Fees	372,150.00	1,012,000.00	1,263,671.49				1,012,000.00	
430.06 · Meter Installation Fees	133,200.00	372,200.00	563,568.50		372,200.00	105 500 00	105 500 04	
480.02 · CFD Assessments	781,500.40	1,306,600.00	773,455.89		435,533.33	435,533.33	435,533.34	
Total Other Income	6,031,692.39	13,047,770.00	14,227,112.71	0.00	3,785,333.33	5,825,533.33	1,447,533.34	1,822,084.00
Other Expense								
510 · Water Costs								
510.01 · Water Option Pymnt - MID	100,000.00	100,000.00	275,604.00		50,000.00			50,000.00
510.03 · Water Purchases - Wonderful	1,958,720.00	2,056,656.00	691,452.00		1,028,328.00			1,028,328.00

Total 510 · Water Costs	2,058,720.00	2,156,656.00	967,056.00	0.00	1,078,328.00	0.00	0.00	1,078,328.00
530.01 · MID Roof Top Fees	210,000.00	560,000.00	794,300.00		560,000.00			
900.01 · Capital Expenditures - Equip.	100,000.00	353,600.00	185,794.20		141,440.00	141,440.00	35,360.00	35,360.00
900.02 · Capital Expenditures - Water Meters	133,200.00	366,808.00	299,684.50		366,808.00			
900.03 · Capital Exptures - Improvements	0.00	0.00						
900.04 Root Creek Parkway Recharge Project	150,000.00	0.00	603.37					
900.05 · New Well Construction (Well #6, #7)	1,500,000.00	0.00	228,718.37					
900.06 · Well #5 Improvements	100,000.00	0.00	10,054.50					
900.07 · 400,000 gpd WWTF	100,000.00	135,000.00	347,875.72			135,000.00		
900.08 · Storm Drain Basin Modification	25,000.00	0.00	935.00					
900.09 · Water Blending Facility	2,800,000.00	22,000,000.00	317,490.28		22,000,000.00			
900.10 · Wastewater UV Facility	200,000.00	100,000.00	12,149.26			100,000.00		
900.11 · Wastewater Ultimate Facility	581,000.00	0.00						
900.12 · AG System Expansion Project		0.00	1,758,126.25					
900.90 Capital Projects - Admin Costs		160,000.00	356,797.68	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
xxx · Engineering - Capital Projects	100,000.00	150,000.00			50,000.00	50,000.00	50,000.00	
xxx · Legal - Capital Projects	50,000.00	50,000.00			16,666.67	16,666.67	16,666.66	
xxx Accounting - Capital Projects	47,400.00	50,000.00			16,666.67	16,666.67	16,666.66	
xxx General Management - Capital Projects	155,000.00	160,000.00			53,333.33	53,333.33	53,333.34	
xxx Public Finance	15,000.00	40,000.00	46,026.95		13,333.00	13,333.00	13,334.00	
960.00 · Debt Payments								
960.1 · Debt Principal	187,919.68	193,512.00	195,423.82		96,756.00			96,756.00
960.2 · Interest Expense	77,042.32	71,450.00	69,538.18		35,725.00			35,725.00
970.02 - Bond Interest		645,000.00	159,406.25					
Total 960.00 · Debt Payments	264,962.00	909,962.00	424,368.25	0.00	132,481.00	0.00	0.00	132,481.00
Total Other Expense	8,590,282.00	27,192,026.00	5,749,980.33	32,000.00	24,461,056.67	558,439.67	217,360.66	1,278,169.00
Net Other Income	-2,558,589.61	-14,144,256.00	8,477,132.38	-32,000.00	-20,675,723.33	5,267,093.67	1,230,172.68	543,915.00
	-3,281,920.51	-13,294,812.00	7,946,225.83	-58,700.00	-19,808,624.67	5,457,666.33	1,321,304.34	332,006.00



Root Creek Water District Community Facilities District No. 2016-1

Special Tax & Bond Accountability Report Fiscal Year 2023/2024



334 Via Vera Cruz, Suite 256 San Marcos. California 92078 760-510-0290 info@kgpf.net Prepared for:

Root Creek Water District P.O. Box 27950 Fresno, CA 93729 T. 559.255.2305

District Administration

Root Creek Water District Julia D. Berry, General Manager P.O. Box 27950 Fresno, CA 93729 T. 559.255.2305

Special Tax Administrator

Koppel & Gruber Public Finance Lyn Gruber / Nick Farrel 334 Via Vera Cruz, Suite 256 San Marcos, CA 92078 T. 760.510.0290 F. 760.510.0288

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SECTION I. LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165)

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure by January 1, commencing January 1, 2002 and each year thereafter and shall contain a description of the following:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the special tax measure.

This report ("Accountability Report) is being prepared for Community Facilities District No. 2016-1 ("CFD No. 2016-1" or "CFD") of the Root Creek Water District ("District") for fiscal year ended June 30, 2023 pursuant to and in accordance with the requirements outlined in the Accountability Act.

A. Summary

On September 14, 2016, Community Facilities District No. 2016-1 ("CFD No. 2016-1") was formed, including Improvement Area No. 1 ("IA No. 1") and Future Annexation Areas.

On November 4, 2019, Annexation No. 1 formed Improvement Area No. 2. On July 21, 2022 Annexation No. 2 formed Improvement Area No. 3.

The bond authority for each Improvement Area is as follows:

IMPROVEMENT AREA	BOND AUTHORITY
IA No. 1	\$11,000,000
IA No. 2	26,000,000
IA No. 3	48,000,000
Total	\$85,000,000

B. Authorized Facilities

The purpose of CFD No. 2016-1 is to provide for the cost of (1) construction and acquisition to provide capacity in the water system and/or sewer system and/or storm drain system ("Facilities"), (2) paying principal and interest on bonds sold to finance the Facilities, and (3) incidental expenses related to financing, forming and administering CFD No. 2016-1.

C. Bond Issuance Summary

Below is a detailed history of the bonds issued by CFD No. 2016-1.

BOND ISSUANCE SUMMARY

BOND ISSUE	DATE OF ISSUANCE	PRINCIPAL AMOUNT
Improvement Area No. 1 Series 2021	June 2, 2021	\$5,830,000
Improvement Area No. 2 Series 2021	June 2, 2021	\$2,565,000
Improvement Area No. 2 Series 2023	June 15, 2023	\$10,060,000

A. District Fund

The following table shows the amount of Special Taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 2016-1 from July 1, 2022 through June 30, 2023.

DISTRICT FUND				
DESCRIPTION	AMOUNT			
BEGINNING BALANCE AS OF JULY 1, 2022	\$1,241,183.74			
Sources of Funds				
Special Tax Collections	\$772,344.60			
Interest Earnings	120.61			
Subtotal Sources of Funds	\$772,465.21			
Uses of Funds				
Administrative Expenses	(\$34,797.33)			
Facilities Costs	(717,207.72)			
Misc. Transfer	(0.00)			
Subtotal Uses of Funds	(\$752,005.05)			
ENDING BALANCE AS OF JUNE 30, 2023	\$1,261,643.90			

B. Special Tax Funds

After the issuance of bonds, CFD No. 2016-1 Special Taxes collected by the District shall be deposited in the Special Tax Funds established by the Indenture of Trust ("Indenture"), or any supplements thereto, executed in connection with the issuance of debt. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers and other transactions within the Special Tax Funds for all Improvement Areas and Bond issues for Fiscal Year ended June 30, 2023.

	SPECIAL TAX FUNDS		
DESCRIPTION	2021A IA No. 1 Special Tax Fund	2021A IA No. 2 Special Tax Fund	2023 IA No. 2 Special Tax Fund
BEGINNING BALANCE AS OF JULY 1, 2022	\$0.00	\$0.00	\$0.00
Sources of Funds			
Special Tax Collections	\$342,974.72	\$143,312.39	\$0.00
Interest Earnings	0.31	0.12	0.00
Subtotal Sources of Funds	\$342,975.03	\$143,312.51	\$0.00
Uses of Funds			
Administrative Expenses	(\$0.00)	(\$0.00)	\$0.00
Debt Service Payments	(342,975.00)	(143,312.50)	(0.00)
Transfers to Surplus Fund	(0.00)	(0.00)	(0.00)
Miscellaneous Transfers ¹	(0.00)	(0.00)	(0.00)
Subtotal Uses of Funds	(\$342,975.00)	(\$143,312.50)	(\$0.00)
ENDING BALANCE AS OF JUNE 30, 2023	\$0.03	\$0.01	\$0.00

A. Bond Proceeds

Improvement Area No. 1 ("IA No. 1") of CFD No. 2016-1 issued the IA No. 1 Series 2021 Special Tax Bonds on June 2, 2021 in the total amount of \$5,830,000 (the "IA No. 1 2021 Bonds". Improvement Area No. 2 ("IA No. 2") of CFD No. 2016-1 issued the IA No. 2 Series 2021 Special Tax Bonds on June 2, 2021 in the total amount of \$2,565,000 (the "IA No. 2 2021 Bonds". IA No. 2 issued the IA No. 2 Series 2023 Special Tax Bonds on June 15, 2023 in the total amount of \$10,060,000 (the "IA No. 2 2023 Bonds". The IA No. 1 2021 Bonds together with the IA No. 2 2021 Bonds and the IA No. 2 2023 Bonds (collectively the "Bonds") were primarily issued to finance certain public facilities to be owned and operated by the District.

Proceeds of the Bonds were deposited into the funds, accounts and in the amounts as shown in the table below. Differences between the bond proceeds shown in the table below and the total principal amounts are a result of any underwriter's premium/discounts¹ and/or net issue premiums/discounts.²

Fund/Account/Subaccount	BOND PROCEEDS
IMPROVEMENT AREA NO. 1 -SERII	ES 2021 BONDS
Project Account	\$5,888,800.16
Cost of Issuance Account	\$173,615.25
Interest Account	\$56,786.94
Reserve Account	\$345,000.00
Total	\$6,464,202.35
IMPROVEMENT AREA NO. 2 -SERII	ES 2021 BONDS
Project Account	\$2,506,189.81
Cost of Issuance Account	\$76,384.75
Interest Account	\$23,254.34
Reserve Account	\$148,462.50
Total	\$2,754,291.40
IMPROVEMENT AREA NO. 2 -SI	ERIES 2023 BONDS
Project Account	\$9,065,796.82
Cost of Issuance Account	\$215,000.00
Reserve Account	\$643,695.08
Total	\$9,924,491.90

BOND PROCEEDS

¹ The differential between the price paid to the issuer by the underwriter for a new issue of municipal debt and the price that the securities are sold to the public by the underwriter.

 $^{^{2}}$ Issue discount is created when the lender or underwriter pays less for a bond than the amount of the principal - known as par value. Issue premium is generated when the lender or underwriter pays more for a bond than the par value (or principal amount).

B. Construction/Project Fund(s)

A portion of the proceeds from the Bonds issued by CFD No. 2016-1 were to be deposited into various Construction/Project Fund(s) held by the trustee to pay for authorized facilities. The following table shows deposits, interest accrued, expenditures and transfers in the Construction/Project Fund(s) for fiscal year ended June 30, 2023. The acquisition and construction of the authorized facilities is ongoing.

CONSTRUCTION/PROJECT FUNDS					
DESCRIPTION	2021A IA No. 1 Project Fund	2021A IA No. 2 Project Fund	2023 IA NO. 2 Project Fund		
BEGINNING BALANCE AS OF JULY 1, 2022	\$12,243.61	\$1,427.81	\$0.00		
Sources of Funds					
Bond proceeds deposited	\$0.00	\$0.00	\$9,065,796.82		
Interest Earnings	0.60	0.12	0.00		
Transfers from Reserve Fund (excess earnings)	8.57	9.27	0.00		
Miscellaneous Transfers In ¹	0.00	0.00	0.00		
Subtotal Sources of Funds	\$9.17	\$9.39	\$9,065,796.82		
Uses of Funds					
Facilities Costs ²	(\$0.00)	(\$0.00)	(\$0.00)		
Miscellaneous Transfers Out	(0.00)	(0.00)	(0.00)		
Subtotal Uses of Funds	(\$0.00)	(\$0.00)	(\$0.00)		
ENDING BALANCE AS OF JUNE 30, 2023	\$12,252.78	\$1,437.20	\$9,065,796.82		

¹ Includes transfers from the Cost of Issuance account to clear remaining funds.

². Construction/Project Funds transferred to Premier Valley Bank for project expenditures.