



DIRECTORS
NICK BRUNO, PRESIDENT
JEFFREY D. COULTHARD, VICE PRESIDENT
SHANNON SIMONIAN, TREASURER
ERIC BREAM
MATT CERNIGLIA
MIKE DELAGUERRA
HENK GRIFFIN

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

REGULAR MEETING OF THE BOARD OF DIRECTORS

will be held on
Monday, October 14, 2024

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 three (3) 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 September 9, 2024.
- b. Acceptance of the financial statements for the month of August 2024.
- c. Approval of customer installment payment plans for delinquent accounts.

5. CORRESPONDENCE

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

6. BOARD ACTION ITEMS

- a. **RCWD 2025 Annual Budget** – Review and consider action to approve a budget for the Fiscal Year January 2025 – December 2025.
- b. **Agreement for Services** – Review and consider action authorizing the Board President to enter into a Restated and Amended Independent Contractor Agreement, in a form approved by the General Counsel, with First Water Partners, Inc. (formerly, The Stornetta Group, Inc.).
- c. **Lodge Road Repair** – Review and take action to approve a scope of work to investigate road settling at Lodge Road and Avenue 12 and make the necessary repairs, in accordance Madera County Franchise Agreement in an amount not to exceed \$110,000.00.
- d. **California Uniform Public Construction Cost Accounting Act (CUPPCAA)** – Adopt Resolution Declaring the District’s Intent to Become Subject to the CUPPCAA and Introduce and Adopt Ordinance Establishing the Informal Bidding Procedures pursuant to Public Contract Code section 22032(b) for Projects between \$60,000 and \$200,000.
- e. **November Board Meeting Date** – Review and consider rescheduling November Regular Board Meeting date from November 11 to another date.

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

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

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

- a. Legislation
- b. Other District Matters

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

- a. Riverstone monthly building permits
- b. Water supply
- c. Nitrate Coalition Membership – Valley Water Collaborative (VWC) Meeting October 22, 2025
- d. Other District Matters

10. COMMUNITY FACILITIES DISTRICT (CFD) – 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. Review and consider action to approve the Local Special Tax and Bond Accountability Report for FY 2023/24 for CFD 2016-1.

10. ADJOURN

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

A person with a qualifying disability under the Americans With Disabilities Act of 1990 may request the District to provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, or by written correspondence to the District at (559) 283-8011 or P.O. Box 27950, Fresno, California 93720, at least 48 hours before a District meeting.

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

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

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
August 2024

	Aug 24	Jan - Aug 24
Ordinary Income/Expense		
Income		
410 · Agricultural Revenues		
410.01 · Agricultural Surface Water Chgs	0.00	719,581.07
410.02 · Ag Recharge Fees-Includes Prepd	0.00	1,259,752.03
410.03 · Ag Capital Fee-Includes Prepaid	0.00	263,195.76
Total 410 · Agricultural Revenues	0.00	2,242,528.86
420 · Municipal Revenues		
420.02 · Municipal Water Utility Charges	228,472.45	1,332,431.24
420.03 · Municipal Storm Drain Charges	13,260.96	107,447.91
420.04 · Municipal Wastewater Charges	92,563.25	749,851.20
420.09 · Late Fees (Municipal)	2,499.37	25,662.74
425.02 · Municipal Water Hydrant Usage	1,044.23	18,407.94
Total 420 · Municipal Revenues	337,840.26	2,233,801.03
430.00 · Municipal Revenues-BuilderChrgs		
430.01 · Inspection Fees	69,044.55	247,415.93
Total 430.00 · Municipal Revenues-BuilderChrgs	69,044.55	247,415.93
480 · Other Sources Revenues		
480.01 · Assessments	0.00	487,424.04
480.03a · Grant Revenues	0.00	1,134,974.79
480.03b · Grant Admin Revenue	0.00	28,654.20
480.03c · Grant Costs-Passthrough	0.00	-105,537.89
480.03d · Grant Admin Costs	-6,552.00	-26,955.60
480.04 · Interest Income.	38,322.44	288,577.53
480.80 · Finance Charge income	0.00	27,114.72
Total 480 · Other Sources Revenues	31,770.44	1,834,251.79
Total Income	438,655.25	6,557,997.61
Gross Profit	438,655.25	6,557,997.61
Expense		
510 · Water Costs		
510.01 · Water Option Pymnt - MID	0.00	100,000.00
Total 510 · Water Costs	0.00	100,000.00
520.01 · MID Assessments	0.00	203,187.53
530.01 · MID Roof Top Fee	60,200.00	391,777.82
540 · System Maintenance		
540.01 · Chemicals	3,878.11	58,908.10
540.02 · Repairs & Maintenance	15,371.40	194,282.67
540.03 · Lab Analysis	3,002.00	25,440.00
Total 540 · System Maintenance	22,251.51	278,630.77
550 · System Management		
550.01 · Operator Contracted	69,561.52	588,648.03
550.03 · Inspection Fees	15,858.30	176,124.45
550.04 · Hauling and Discharge	10,429.21	480,792.52
550.06 · Programming - IT	0.00	3,206.25
Total 550 · System Management	95,849.03	1,248,771.25
560.01 · Permits	0.00	23,016.70
570 · Groundwater Maintenance		
570.01 · Groundwater Measurements	0.00	10,170.99
570.02 · Groundwater Sustainability	2,478.85	35,579.84
Total 570 · Groundwater Maintenance	2,478.85	45,750.83

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
August 2024

	Aug 24	Jan - Aug 24
580 · Services		
580.01 · Power	81,088.63	400,952.21
580.02 · Communications	8,837.20	40,046.86
580.03 · Security	0.00	2,566.90
Total 580 · Services	89,925.83	443,565.97
610 · Marketing		
610.02 · Website	122.08	462.08
Total 610 · Marketing	122.08	462.08
620 · Professional Fees		
620.01 · Accounting	4,595.00	31,945.00
620.02 · Audit	0.00	10,500.00
620.03 · Management Contracted	15,246.66	106,445.33
620.04 · Engineering	6,465.35	56,876.60
620.05 · Legal	16,394.12	95,731.21
620.06 · GIS Services	3,823.50	20,028.30
620.09 · Special Counsel	1,905.00	36,346.60
620.10 · Public Finance	6,360.61	19,631.85
Total 620 · Professional Fees	54,790.24	377,504.89
630 · Consultants		
630.01 · Grant Preparation	0.00	5,669.00
Total 630 · Consultants	0.00	5,669.00
640.01 · Membership dues	0.00	14,454.12
660 · General & Administrative Costs		
660.01 · Printing & Reproduction	54.00	1,469.19
660.03 · Conference & Meetings	310.57	451.77
660.04 · Travel	233.62	1,295.11
660.05 · Office Supplies	0.00	145.15
660.06 · Postage	5.12	376.52
660.07 · Bank Charges	385.00	2,072.00
660.08 · Email Hosting & Storage	0.00	864.00
660.10 · Payroll Expenses	0.00	6,229.80
Total 660 · General & Administrative Costs	988.31	12,903.54
Total Expense	326,605.85	3,145,694.50
Net Ordinary Income	112,049.40	3,412,303.11
Other Income/Expense		
Other Income		
430.02 · Rooftop Fees	67,083.09	355,483.09
430.03 · Water Connection Fees	263,381.56	1,833,594.56
430.04 · Wastewater Connection Fees	645,674.77	4,090,689.77
430.05 · Storm Drain Connection Fees	110,158.58	755,241.58
430.06 · Meter Installation Fees	88,569.50	341,937.50
480.02 · CFD Assessments	9,340.32	1,299,876.42
Total Other Income	1,184,207.82	8,676,822.92

No assurance is provided on these financial statements.

ROOT CREEK WATER DISTRICT
Statement of Revenues and Expenses-Cash Basis
August 2024

	Aug 24	Jan - Aug 24
Other Expense		
900.01 · Capital Expenditures-Equipment	0.00	199,101.09
900.02 · Capital Expenditures-Water Meters	2,781.54	398,658.64
900.03 · Capital Expenditures - Improvements	0.00	497,053.50
900.05 · New Well Construction	6,664.60	300,617.75
900.06 · Well #5 Improvements	0.00	24,863.75
900.07 · 400,000 gpd WWTF	0.00	148,453.29
900.09 · Water Blending Facility	1,710,236.33	12,397,633.79
900.11 · Wastewater Ultimate Facility	2,122.50	86,314.20
900.12 · Ag System Expansion Project	200.00	114,440.19
900.13 · WWTP RD 40 Expansion	39,240.00	39,240.00
900.90 · Capital Projects Admin Costs	55,521.07	240,524.94
930.02 · Bond Admin Cost	0.00	8,200.00
960.00 · Debt Payments		
960.1 · Debt Principal	0.00	96,035.83
960.2 · Interest Expense	0.00	36,445.17
Total 960.00 · Debt Payments	0.00	132,481.00
970.00 · Bond Payments		
970.02 · Bond Interest	0.00	406,856.25
Total 970.00 · Bond Payments	0.00	406,856.25
990.01 · Transfers In	-726,856.17	-15,854,406.34
990.02 · Transfers Out	726,856.17	15,854,406.34
Total Other Expense	1,816,766.04	14,994,438.39
Net Other Income	-632,558.22	-6,317,615.47
Net Income	-520,508.82	-2,905,312.36

No assurance is provided on these financial statements.

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

January through August 2024

	Jan - Aug 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
410 · Agricultural Revenues				
410.01 · Agricultural Surface Water Chgs	719,581.07	356,440.00	363,141.07	201.9%
410.02 · Ag Recharge Fees-Includes Prepd	1,259,752.03	1,398,930.00	-139,177.97	90.1%
410.03 · Ag Capital Fee-Includes Prepaid	263,195.76	234,000.00	29,195.76	112.5%
Total 410 · Agricultural Revenues	2,242,528.86	1,989,370.00	253,158.86	112.7%
420 · Municipal Revenues				
420.02 · Municipal Water Utility Charges	1,332,431.24	1,810,206.00	-477,774.76	73.6%
420.03 · Municipal Storm Drain Charges	107,447.91	159,486.00	-52,038.09	67.4%
420.04 · Municipal Wastewater Charges	749,851.20	1,113,324.00	-363,472.80	67.4%
420.09 · Late Fees (Municipal)	25,662.74			
425.02 · Municipal Water Hydrant Usage	18,407.94	80,000.00	-61,592.06	23.0%
Total 420 · Municipal Revenues	2,233,801.03	3,163,016.00	-929,214.97	70.6%
430.00 · Municipal Revenues-BuilderChrgs				
430.01 · Inspection Fees	247,415.93	310,128.00	-62,712.07	79.8%
430.07 · Sewer Plug Fee	0.00	26,000.00	-26,000.00	0.0%
Total 430.00 · Municipal Revenues-BuilderChrgs	247,415.93	336,128.00	-88,712.07	73.6%
480 · Other Sources Revenues				
480.01 · Assessments	487,424.04	344,000.00	143,424.04	141.7%
480.03a · Grant Revenues	1,134,974.79			
480.03b · Grant Admin Revenue	28,654.20			
480.03c · Grant Costs-Passthrough	-105,537.89			
480.03d · Grant Admin Costs	-26,955.60			
480.04 · Interest Income	288,577.53			
480.80 · Finance Charge income	27,114.72			
Total 480 · Other Sources Revenues	1,834,251.79	344,000.00	1,490,251.79	533.2%
Total Income	6,557,997.61	5,832,514.00	725,483.61	112.4%
Gross Profit	6,557,997.61	5,832,514.00	725,483.61	112.4%
Expense				
510 · Water Costs				
510.01 · Water Option Pymnt - MID	100,000.00	100,000.00	0.00	100.0%
510.03 · Water Purchases - Wonderful	0.00	2,056,656.00	-2,056,656.00	0.0%
Total 510 · Water Costs	100,000.00	2,156,656.00	-2,056,656.00	4.6%
520.01 · MID Assessments	203,187.53	185,000.00	18,187.53	109.8%
530.01 · MID Roof Top Fee	391,777.82	560,000.00	-168,222.18	70.0%
540 · System Maintenance				
540.01 · Chemicals	58,908.10	60,000.00	-1,091.90	98.2%
540.02 · Repairs & Maintenance	194,282.67	114,560.00	79,722.67	169.6%
540.03 · Lab Analysis	25,440.00	40,000.00	-14,560.00	63.6%
Total 540 · System Maintenance	278,630.77	214,560.00	64,070.77	129.9%
550 · System Management				
550.05 · Sewer Plugs	0.00	13,000.00	-13,000.00	0.0%
550.01 · Operator Contracted	588,648.03	897,200.00	-308,551.97	65.6%
550.03 · Inspection Fees	176,124.45	310,000.00	-133,875.55	56.8%
550.04 · Hauling and Discharge	480,792.52	36,000.00	444,792.52	1,335.5%
550.06 · Programming - IT	3,206.25	60,000.00	-56,793.75	5.3%
Total 550 · System Management	1,248,771.25	1,316,200.00	-67,428.75	94.9%
560.01 · Permits	23,016.70	32,100.00	-9,083.30	71.7%
570 · Groundwater Maintenance				
570.01 · Groundwater Measurements	10,170.99	20,000.00	-9,829.01	50.9%
570.02 · Groundwater Sustainability	35,579.84	25,000.00	10,579.84	142.3%
Total 570 · Groundwater Maintenance	45,750.83	45,000.00	750.83	101.7%
580 · Services				
580.01 · Power	400,952.21	600,000.00	-199,047.79	66.8%
580.02 · Communications	40,046.86	37,000.00	3,046.86	108.2%
580.03 · Security	2,566.90	3,400.00	-833.10	75.5%
Total 580 · Services	443,565.97	640,400.00	-196,834.03	69.3%
610 · Marketing				
610.02 · Website	462.08	2,000.00	-1,537.92	23.1%
Total 610 · Marketing	462.08	2,000.00	-1,537.92	23.1%

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

January through August 2024

	Jan - Aug 24	Budget	\$ Over Budget	% of Budget
620 · Professional Fees				
620.01 · Accounting	31,945.00	64,845.25	-32,900.25	49.3%
620.02 · Audit	10,500.00	20,000.00	-9,500.00	52.5%
620.03 · Management Contracted	106,445.33	160,000.00	-53,554.67	66.5%
620.04 · Engineering	56,876.60	115,000.00	-58,123.40	49.5%
620.05 · Legal	95,731.21	75,000.00	20,731.21	127.6%
620.06 · GIS Services	20,028.30	10,000.00	10,028.30	200.3%
620.09 · Special Counsel	36,346.60	125,000.00	-88,653.40	29.1%
620.10 · Public Finance	19,631.85			
Total 620 · Professional Fees	377,504.89	569,845.25	-192,340.36	66.2%
630 · Consultants				
630.01 · Grant Preparation	5,669.00			
630.05 · MS4 Program	0.00	5,000.00	-5,000.00	0.0%
Total 630 · Consultants	5,669.00	5,000.00	669.00	113.4%
640.01 · Membership dues	14,454.12	15,000.00	-545.88	96.4%
650.01 · Insurance	0.00	30,000.00	-30,000.00	0.0%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	1,469.19	5,000.00	-3,530.81	29.4%
660.03 · Conference & Meetings	451.77	15,000.00	-14,548.23	3.0%
660.04 · Travel	1,295.11	1,000.00	295.11	129.5%
660.05 · Office Supplies	145.15			
660.06 · Postage	376.52	1,000.00	-623.48	37.7%
660.07 · Bank Charges	2,072.00			
660.08 · Email Hosting & Storage	864.00	1,000.00	-136.00	86.4%
660.10 · Payroll Expenses	6,229.80			
Total 660 · General & Administrative Costs	12,903.54	23,000.00	-10,096.46	56.1%
Total Expense	3,145,694.50	5,794,761.25	-2,649,066.75	54.3%
Net Ordinary Income	3,412,303.11	37,752.75	3,374,550.36	9,038.6%
Other Income/Expense				
Other Income				
430.02 · Rooftop Fees	355,483.09	560,000.00	-204,516.91	63.5%
430.03 · Water Connection Fees	1,833,594.56	2,417,600.00	-584,005.44	75.8%
430.04 · Wastewater Connection Fees	4,090,689.77	5,390,000.00	-1,299,310.23	75.9%
430.05 · Storm Drain Connection Fees	755,241.58	1,012,000.00	-256,758.42	74.6%
430.06 · Meter Installation Fees	341,937.50	372,200.00	-30,262.50	91.9%
480.02 · CFD Assessments	1,299,876.42	1,306,600.00	-6,723.58	99.5%
Total Other Income	8,676,822.92	11,058,400.00	-2,381,577.08	78.5%
Other Expense				
900.01 · Capital Expenditures-Equipment	199,101.09	353,600.00	-154,498.91	56.3%
900.02 · Capital Expdtures-Water Meters	398,658.64	366,808.00	31,850.64	108.7%
900.03 · Capital Exptures - Improvements	497,053.50			
900.05 · New Well Construction	300,617.75	1,641,800.00	-1,341,182.25	18.3%
900.06 · Well #5 Improvements	24,863.75	63,560.00	-38,696.25	39.1%
900.07 · 400,000 gpd WWTF	148,453.29	461,000.00	-312,546.71	32.2%
900.09 · Water Blending Facility	12,397,633.79	22,664,366.00	-10,266,732.21	54.7%
900.10 · Wastewater UV Facility	0.00	100,000.00	-100,000.00	0.0%
900.11 · Wastewater Ultimate Facility	86,314.20	0.00	86,314.20	100.0%
900.12 · Ag System Expansion Project	114,440.19			
900.13 · WWTP RD 40 Expansion	39,240.00			
900.90 · Capital Projects Admin Costs	240,524.94	610,000.00	-369,475.06	39.4%
930.02 · Bond Admin Cost	8,200.00			
960.00 · Debt Payments				
960.1 · Debt Principal	96,035.83	193,512.00	-97,476.17	49.6%
960.2 · Interest Expense	36,445.17	71,450.00	-35,004.83	51.0%
Total 960.00 · Debt Payments	132,481.00	264,962.00	-132,481.00	50.0%
970.00 · Bond Payments				
970.02 · Bond Interest	406,856.25	645,000.00	-238,143.75	63.1%
Total 970.00 · Bond Payments	406,856.25	645,000.00	-238,143.75	63.1%
990.01 · Transfers In	-15,854,406.34			
990.02 · Transfers Out	15,854,406.34			
Total Other Expense	14,994,438.39	27,171,096.00	-12,176,657.61	55.2%
Net Other Income	-6,317,615.47	-16,112,696.00	9,795,080.53	39.2%
Net Income	-2,905,312.36	-16,074,943.25	13,169,630.89	18.1%

ROOT CREEK WATER DISTRICT
Statement of Revenues & Expenses Budget vs Cash Basis Actual - District Admin
 January through August 2024

	Jan - Aug 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
480 · Other Sources Revenues				
480.01 · Assessments	487,424.04	344,000.00	143,424.04	141.7%
480.04 · Interest Income.	6.78			
480.80 · Finance Charge income	3,850.97			
Total 480 · Other Sources Revenues	491,281.79	344,000.00	147,281.79	142.8%
Total Income	491,281.79	344,000.00	147,281.79	142.8%
Gross Profit	491,281.79	344,000.00	147,281.79	142.8%
Expense				
560.01 · Permits	1,249.41			
620 · Professional Fees				
620.03 · Management Contracted	0.00	32,000.00	-32,000.00	0.0%
620.04 · Engineering	4,737.79	7,500.00	-2,762.21	63.2%
620.05 · Legal	11,303.02	15,000.00	-3,696.98	75.4%
Total 620 · Professional Fees	16,040.81	54,500.00	-38,459.19	29.4%
640.01 · Membership dues	2,601.00	3,000.00	-399.00	86.7%
650.01 · Insurance	0.00	6,000.00	-6,000.00	0.0%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	1,282.19	5,000.00	-3,717.81	25.6%
660.03 · Conference & Meetings	451.77	15,000.00	-14,548.23	3.0%
660.04 · Travel	1,295.11	1,000.00	295.11	129.5%
660.06 · Postage	376.52	1,000.00	-623.48	37.7%
660.08 · Email Hosting & Storage	864.00	1,000.00	-136.00	86.4%
660.10 · Payroll Expenses	6,229.80			
Total 660 · General & Administrative Costs	10,499.39	23,000.00	-12,500.61	45.6%
Total Expense	30,390.61	86,500.00	-56,109.39	35.1%
Net Ordinary Income	460,891.18	257,500.00	203,391.18	179.0%
Net Income	460,891.18	257,500.00	203,391.18	179.0%

ROOT CREEK WATER DISTRICT
A/R Aging Summary
As of August 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alfred & Pearl J Lion, Trustee	0.00	863.38	0.00	425.28	42,528.93	43,817.59
ALW Enterprise, Inc.	0.00	0.00	0.00	0.00	-1,202.15	-1,202.15
Bonadelle Neighborhoods	0.00	182,464.00	0.00	0.00	0.00	182,464.00
Brockman Farming, Inc.	0.00	0.00	0.00	0.00	-2.00	-2.00
Browning Contractors Inc.	0.00	2,106.20	317.14	0.00	0.00	2,423.34
Citrus Ranches LLC	0.00	0.00	0.00	9,077.22	0.00	9,077.22
Jaghlastian Moses & Seta TR	0.00	1,701.52	0.00	6,803.65	77,849.72	86,354.89
Jaghlastian Moses & Seta Trustee	0.00	1,262.36	0.00	6,592.94	56,210.73	64,066.03
Jim Crawford Construction	0.00	3,500.00	0.00	0.00	0.00	3,500.00
Lennar Homes of California Inc.	0.00	144,719.39	54,756.76	3,570.85	23,143.44	226,190.44
Lion Alfred JR Trustee	0.00	1,465.11	0.00	6,341.23	66,550.03	74,356.37
Lion Daniel A & Jacqueline Trustee-ETAL	0.00	67.08	0.00	0.00	3,337.30	3,404.38
Madera County	0.00	0.00	0.00	0.00	7,494.00	7,494.00
MAG Engineering, Inc.	0.00	0.00	0.00	0.00	69.16	69.16
Moses Jaghlastian / Seta Trs	0.00	4,225.52	0.00	2,081.44	208,143.74	214,450.70
RF Citrus Ranches LLC	0.00	0.00	0.00	11,665.94	0.00	11,665.94
Utility Billing Customer	15,780.87	124,606.53	0.00	0.00	0.00	140,387.40
W A Allen	0.00	0.00	0.00	0.96	0.00	0.96
Wathen Castanos Homes	0.00	263,623.00	0.00	0.00	4,600.00	268,223.00
Wilson Homes, Inc.	0.00	351,735.00	0.00	0.00	0.00	351,735.00
Woodside Homes	0.00	46,898.00	46,898.00	140,694.00	32,698.13	267,188.13
TOTAL	15,780.87	1,129,237.09	101,971.90	187,253.51	521,421.03	1,955,664.40



PAYMENT PLAN AGREEMENT

Customer Name: VICTORIA MATTOX

Property Address: 193 ARIA AVE S

Account No: R11156.01 **Date:** 9/20/24

Current Account Balance: 494.42

Initial Payment: 0.00 **Date Paid:**

Payment Arrangement Description: PAY 494.42 BY NOVEMBER 22, 2024

I, VICTORIA MATTOX ("customer"), agree and acknowledge to make final payment of 494.42 to Root Creek Water District, and agree that my service may be subject to discontinuance if 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.


Customer Signature

9/20/24
Date

FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: _____ Date Approved: _____ PA #: _____

Comments: MAKE THREE PAYMENTS OF 164.80, OCT 15, OCT 29

AND NOV 12TH

MATTOX, Victoria (id #498578, dob: 11/19/1985)

MATTOX, VICTORIA 11/19/85 #498578

09/19/2024 - - Tesoro Viejo



* 6995874w25900 ClinDoc



Camarena Health

P.O. Box 299

Madera, CA 93639

(559) 664-4000

Page 1

Patient: Victoria Mattox

Patient ID: 498578

Date Printed: 09/19/2024

To whom it may concern,

Victoria Mattox (DOB: 11/19/1985) and Dorinda Mattox (DOB: 04/23/2007) are patients in my care. There are some activities of daily living, which are the basic tasks people do to care for themselves, that include access to water: bathing/showering and using the toilet. Please allow them access to the resources that would allow them to fulfill these activities of daily living. If you have questions, please feel free to contact me at 559-664-4000.

Electronically Signed By:

A handwritten signature in black ink, appearing to read "Elise Quiroz".

Electronically Signed by: ELISE QUIROZ, PA-C

Date Printed: 09/19/2024

**2025 Draft RCWD Budget
10/3/2024**

	2024 Year to Date (September)	2024 Budget	2025 Budget	01-District Administration	02-Water	03-Sewer	04-Storm Drain	05-Agriculture
610.02 · Website	534.58	2,000.00	1,000.00		250.00	250.00	250.00	250.00
Total 610 · Marketing	534.58	2,000.00	1,000.00		250.00	250.00	250.00	250.00
620 · Professional Fees								
620.01 · Accounting	36,790.00	60,000.00	60,000.00		15,000.00	15,000.00	15,000.00	15,000.00
620.02 · Audit	10,500.00	20,000.00	21,000.00		11,000.00	3,333.33	3,333.33	3,333.34
620.03 · Administration	122,452.01	160,000.00	278,000.00	55,600.00	55,600.00	55,600.00	55,600.00	55,600.00
620.04 · Engineering	61,634.09	115,000.00	100,000.00	6,521.00	49,456.00	14,673.00	14,673.00	14,677.00
620.05 · Legal	99,566.71	75,000.00	150,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
620.06 · GIS Services	20,175.20	10,000.00	40,000.00		10,000.00	10,000.00	10,000.00	10,000.00
620.08 · Master Planning		0.00	0.00					
620.09 · Special Counsel	45,342.08	125,000.00	150,000.00		75,000.00			75,000.00
Total 620 · Professional Fees	396,460.09	565,000.00	799,000.00	92,121.00	246,056.00	128,606.33	128,606.33	203,610.34
630 · Consultants								
630.01 · Grant Preparation	5,669.00	0.00	0.00					
630.04 · GSP		0.00	0.00					
630.05 · MS4 Program		5,000.00	10,000.00				10,000.00	
Total 630 · Consultants	5,669.00	5,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
640.01 · Membership dues	14,454.12	15,000.00	30,000.00		10,000.00	10,000.00	10,000.00	
650.01 · Insurance	26,121.34	30,000.00	30,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
660 · General & Administrative Costs								
660.01 · Printing & Reproduction	1,730.44	5,000.00	2,500.00	2,500.00				
660.03 · Conference & Meetings	654.52	15,000.00	1,600.00	1,600.00				
660.04 · Travel	1,527.50	1,000.00	1,500.00	1,500.00				
660.05 · Office Supplies	145.15		200.00	200.00				
660.06 · Postage	379.72	1,000.00	1,000.00	1,000.00				
660.07 · Bank Charges	2,072.00							
660.08 · Email Hosting & File Storage	864.00	1,000.00	2,000.00	2,000.00				
660.10 · Payroll Expenses	7,227.45		9,600.00	9,600.00				
Total 660 · General & Administrative Costs	55,176.24	68,000.00	78,400.00	24,400.00	16,000.00	16,000.00	16,000.00	6,000.00
Total Expense	3,160,908.61	3,160,700.00	4,599,900.00	116,521.00	1,781,879.66	1,926,269.99	396,619.01	378,610.34
Net Ordinary Income	373,055.14	656,444.00	1,139,731.15	-53,576.80	1,670,011.59	-471,675.74	310,638.24	-309,659.54
Other Income/Expense								
Other Income								
410 · Agricultural Revenues								
410.01 · Ag Surface Water Charges	719,581.07	356,440.00	384,600.00					384,600.00
410.02 · Ag Recharge Fees-Includes Prepd	1,259,752.03	1,398,930.00	993,915.00					993,915.00
410.03 · Ag Capital Fee-Includes Prepaid	263,195.76	234,000.00	152,910.00					152,910.00
Total 410 · Agricultural Revenues	2,242,528.86	1,989,370.00	1,531,425.00	0.00	0.00	0.00	0.00	1,531,425.00
430.02 · MID Rooftop Fees	294,820.00	560,000.00	865,200.00		865,200.00			
430.03 · Water Connection Fees	2,076,395.00	2,417,600.00	4,058,486.00		4,058,486.00			
430.04 · Wastewater Connection Fees	4,630,815.00	5,390,000.00	8,844,550.00			8,844,550.00		
430.05 · Storm Drain Connection Fees	854,715.00	1,012,000.00	1,680,548.00				1,680,548.00	
430.06 · Meter Installation Fees	256,128.00	372,200.00	1,214,302.50		1,214,302.50			
480.02 · CFD Assessments	1,299,876.42	1,306,600.00	1,296,613.00		432,204.33	432,204.33	432,204.34	
Total Other Income	11,655,278.28	13,047,770.00	19,491,124.50	0.00	6,570,192.83	9,276,754.33	2,112,752.34	1,531,425.00

**2025 Draft RCWD Budget
10/3/2024**

	2024 Year to Date (September)	2024 Budget	2025 Budget	01-District Administration	02-Water	03-Sewer	04-Storm Drain	05-Agriculture
Other Expense								
510 · Water Costs								
510.01 · Water Purchases - MID	179,103.00	100,000.00	100,000.00		50,000.00			50,000.00
510.03 · Water Purchases - Wonderful	0.00	2,056,656.00	0.00					
Total 510 · Water Costs	179,103.00	2,156,656.00	100,000.00	0.00	50,000.00	0.00	0.00	50,000.00
530.01 - MID Roof Top Fees	391,777.82	560,000.00	865,200.00		865,200.00			
620.10 - Public Finance								
900.01 · Capital Expenditures - Equip.	199,101.09	353,600.00	200,000.00		80,000.00	80,000.00	20,000.00	20,000.00
900.02 · Capital Expenditures - Water Meters	600,474.76	366,808.00	575,000.00		575,000.00			
900.03 · Capital Exptures - Improvements	497,053.50	0.00	500,000.00		166,666.66	166,666.66	166,666.68	
900.04 · Root Creek Parkway Recharge Project		0.00	0.00					
900.05 · New Well Construction (Well #6, #7)	307,408.40	1,641,800.00	871,917.00		871,917.00			
900.06 · Well #5 Improvements	24,863.75	63,560.00	25,000.00		25,000.00			
900.07 · 400,000 gpd WWTF	170,620.69	461,000.00	300,000.00			300,000.00		
900.08 · Storm Drain Basin Modification		0.00	0.00					
900.09 · Water Blending Facility	14,772,636.32	22,664,366.00	6,044,854.00		6,044,854.00			
900.10 · Wastewater UV Facility		100,000.00	100,000.00			100,000.00		
900.11 · Wastewater Ultimate Facility	86,314.20	806,500.00	711,650.00			711,650.00		
900.12 · AG System Expansion Project	114,440.19	0.00	0.00					
900.90 Capital Projects - Admin Costs	303,724.49							
xxx · Engineering - Capital Projects		150,000.00	100,000.00		33,333.33	33,333.33	33,333.33	
xxx · Legal - Capital Projects		50,000.00	100,000.00		33,333.33	33,333.33	16,666.66	
xxx Accounting - Capital Projects		115,000.00	120,000.00		40,000.00	40,000.00	40,000.00	
xxx Administration - Capital Projects		160,000.00	300,000.00					
xxx Public Finance		40,000.00	39,000.00		13,000.00	13,000.00	13,000.00	
Total 900.90 Capital Projects - Admin Costs	303,724.49	515,000.00	659,000.00		119,666.67	119,666.67	102,999.99	
930.02 Bond Admin Cost	8,200.00		10,000.00	10,000.00				
960.00 · Debt Payments								
960.1 · Debt Principal	193,556.20	193,512.00	189,351.35		94,675.68			94,675.67
960.2 · Interest Expense	71,405.80	71,450.00	75,610.65		37,805.33			37,805.32
970.02 - Bond Interest	1,131,868.25	645,000.00	1,131,212.50		377,070.83	377,070.83	377,070.84	
Total 960.00 · Debt Payments	1,396,830.25	909,962.00	1,396,174.50	0.00	509,551.84	377,070.83	377,070.84	132,480.99
Total Other Expense	19,052,548.46	30,499,252.00	12,258,795.50	10,000.00	9,307,856.17	1,855,054.16	666,737.51	202,480.99
Net Other Income	-7,024,215.04	-16,795,038.00	8,372,060.15	-63,576.80	-1,067,651.75	6,950,024.43	1,756,653.07	1,019,284.47
Net Income (Operations&Capital Funds)	-6,651,159.90	-16,138,594.00	9,511,791.30	-117,153.60	602,359.84	6,478,348.69	2,067,291.31	709,624.93

Current Connection Fee Balance 10-1-2024 11,888,418.40
 Current Bond Fund Balance 10-1-2024 724,450.18
Total Capital Fund Balance 12,612,868.58

Budgeted 2025 Operational Reserve 1,139,731.15



DIRECTORS
NICK BRUNO, PRESIDENT
JEFFREY D. COULTHARD, VICE PRESIDENT
SHANNON SIMONIAN, TREASURER
ERIC BREAM
MATT CERNIGLIA
MIKE DELAGUERRA
HENK GRIFFIN

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

**October 14, 2024 Regular Board Meeting
Staff Report – Item 6.b.**

**TO: Board of Directors
From: Frank Splendorio, Legal Counsel**

Subject: Restated and Amended Independent Contractor Agreement with First Water Partners, Inc.

Staff Recommendation: Approve an Agreement with First Water Partners, Inc., in a form approved by General Counsel, to continue to perform consulting, project management, and administrative services for the District.

Discussion: First Water Partners, Inc. has been providing vital consulting, project management, and administrative and managerial services to the District.

After legal review of the existing contract documents and the related P&P contract documents, it is clear that procurement-related activities and bidding needs to be specifically identified as a matter that needs to be directed and conducted by and through First Water Partners, Inc. (formerly The Stornetta Group, Inc.) to ensure compliance with California bidding and conflict laws. The proposed Amended and Restated Agreement importantly adds that scope of work, which corresponds to changes made to the P&P contract that is also on this meeting's agenda for Board action. In addition, since this change needs to be made, this created the opportunity for other updates and modifications. For one, there has been identified a potential need to add additional project management services to the existing scope of work, so to that end, this contract would allow for such retention of such services. Again, this would help ensure arms-length oversight and sound protocols are established and followed for other consultants' activities. In addition, the current contract documents do not comport with best practices in terms of retention of independent contractors and professional service providers and have been updated in other respects to make clear that First Water Partners, Inc., as a bona fide independent contractor and consultant, controls the means and methods of its staff and employees. Finally, it converts the fixed fee schedule to an hourly schedule for the various positions outlined in Exhibit B, and also includes a CPI (subject to maximum 5% increase) which is recommended for consultant agreements. This will help manage and control cost and help the District budget and fiscally plan appropriately.

For these reasons, it is recommended that you approve, by motion, the Amended and Restated Agreement with First Water Partners, Inc., in a final form to be approved by the General Counsel.

AMENDED AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT

THIS AMENDED AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) is entered into as of _____, 2024 and effective as of _____, 2024 (the “**Effective Date**”), by and between ROOT CREEK WATER DISTRICT, a California water district (the “**District**”), and FIRST WATER PARTNERS, INC., a California Corporation (“**Contractor**”). The District and Contractor are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly by their individual names or as a “**Party**.”

RECITALS

A. The District desires to continue to engage an independent contractor to provide the Services (defined below) described in this Agreement; and

B. Contractor represents that it possesses the knowledge, skill, and qualifications required to provide the Services; and

C. Based upon Contractor’s representations, the District desires to continue engage Contractor to provide the Services, pursuant to the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. **Engagement.**

(a) The District engages Contractor to provide the services described in **Exhibit “A”** (the “**Services**”), a copy of which is attached hereto and incorporated herein by this reference. Contractor shall provide the Services to the District as may be specifically requested from time-to-time by the District.

(b) Contractor’s designated Principal (“**Principal**”) for this engagement shall be Julia Berry. Contractor may change the designated Principal with a minimum of thirty (30) days’ advance written notice to District. Contractor shall designate Contractor staff with appropriate skills and qualifications to perform the Services under this engagement, and may change such designation(s) as Contractor sees fit, with or without notice to District. Contractor alone shall direct and control the work of the designated Contractor personnel assigned to this engagement.

(c) The Parties acknowledge and agree that Contractor and the designated Contractor staff have other business engagements and perform services for other Contractor clients.

(d) Contractor shall submit complete, accurate, and contemporaneous time records documenting all time spent in providing the Services pursuant to this Agreement. The time records shall be submitted in intervals and on such forms as the District may require. The District shall compensate Contractor only upon receiving properly completed records in accordance with the terms of this Agreement. Contractor shall attest that the hours shown on the time records as “incurred” are: (i) actually performed by Contractor and/or Contractor’s staff, and (ii) only for the Services required and described in this Agreement. Contractor shall submit complete and accurate time records for all Services rendered or expenses incurred during the previous month to District on a monthly basis by the fifth (5th) day of each month. The time record shall include the date upon which the Services were rendered, and a description of the Services rendered.

2. **Payment.** As consideration for Contractor’s performance of the Services, District shall pay Contractor as follows:

(a) For the Services performed hereunder, the District shall pay Contractor fees according to the rate schedule for First Water Partners, Inc. attached hereto as **Exhibit “B”**, which may be updated with written notice to the District, in accordance with Section 2(b) of this Agreement. The District shall pay such fees on a monthly basis. Payment shall be subject to Contractor’s performance of the Services during the prior month, submission of time records pursuant to Section 1 above, and subject to all terms and conditions contained in this Agreement.

(b) The above-mentioned fee schedule shall be adjusted annually beginning January 1, 2026, and every January 1 thereafter. Such adjustments shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth San Francisco-Oakland-Hayward, CA area (bi-monthly) provided, however, that such adjustment shall never be higher than five percent (5%).

(c) Contractor will invoice District monthly (“**Invoice Period**”) for all Services performed and expenses incurred during the preceding Invoice Period.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue and remain in effect unless earlier terminated by either Party as provided in this Agreement (the “**Term**”).

4. **Independent Contractor.** In the performance of the Services provided pursuant to this Agreement, the Parties agree and acknowledge that Contractor shall at all times be deemed to be an independent contractor of the District. This is not a contract for employment within the meaning of California Labor Code section 2750. Contractor shall not be considered an employee, agent or partner of the District. The District shall have no right to control the manner, means or methods by which Contractor performs the Services. Contractor understands and agrees that neither Contractor nor Contractor’s agents shall be entitled to any rights, privileges or benefits established for the District’s employees. The District shall not make any deductions from the payments made by the District to Contractor, including, but not limited to, income tax withholdings or other employment taxes, social security, state, and/or federal unemployment contributions, and/or state or federal disability insurance contributions. Contractor hereby agrees

to indemnify, defend, and hold the District free and harmless from any and all liabilities, fees, interest, penalties, or taxes arising out of Contractor's failure to withhold and pay to the appropriate taxing authorities such employment-related taxes, or arising out of the District's actions in not withholding paying to the appropriate taxing authorities such employment-related taxes and contributions.

5. **Conduct.**

(a) The conduct and control of the work to be performed by Contractor under this Agreement rests exclusively with Contractor. Contractor shall have the right to set Contractor staffs' hours and location of work, consistent with the nature of the Services provided under this Agreement. Contractor shall furnish all tools, equipment, apparatus, supplies, and materials required for performance of the Services, unless otherwise mutually agreed by the District. Contractor assumes all risk of loss, damage, or harm to its supplies and equipment arising in connection with the Services or this Agreement.

(b) Contractor understands that the District is a public entity under the laws of the State of California. Contractor shall perform the Services for the District in accordance with workmanlike and ethical standards applicable and customary to the industry and profession, and at no time will Contractor try to mislead or conduct itself (including in written answers) in a way that could potentially be damaging to the District, its reputation, or its Board of Directors. Contractor shall make every effort to comply with all of the District's policies, standards, guidelines, and procedures in effect, and shall comply with the highest ethical and business practices and procedures in the performance of all activities and Services pursuant to this Agreement. Any acts by Contractor to the contrary may result in immediate termination of this Agreement by the District.

6. **Expenses.** Contractor may bill the District for, and the District shall pay Contractor for, hard mileage and printing expenses incurred in this engagement (e.g. mileage costs at the IRS rate, printing costs for District materials at \$0.25 per sheet) as provided in this paragraph. Such expenses must be included in the Contractor's monthly invoice to qualify for District payment. Unless Contractor obtains the prior written consent of the District's Board of Directors, Contractor shall not be reimbursed for any other expenses incurred in connection with providing the Services hereunder, including, but not limited to, all Internet connectivity expenses, office use expenses, hardware expenses, travel and entertainment expenses, and any other amounts expended by Contractor in order to perform Services under this Agreement. Should the District approve payment for any further Contractor expenses, , they shall be at the actual cost of said expenses.

7. **Termination.** This Agreement may be terminated at any time and by either Party, with or without cause, on not less than thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of District, is guilty of serious misconduct in connection with performance of the Services, or materially breaches provisions of this Agreement, the District may at any time terminate the engagement of Contractor immediately and without prior written notice to Contractor.

8. **Confidentiality.** To the extent that Contractor has access to confidential information (“**Confidential Information**”) concerning the District’s business, Contractor shall not use such information in competition with District or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, entity or third party, during the Term of this Agreement or at any time thereafter. For purposes of this Agreement, Confidential Information shall include, without limitation, any and all secrets or confidential technology, proprietary information, trade secrets, records, notes, memoranda, data, ideas, processes, methods, techniques, systems, formulas, patents, models, devices, programs, computer software, writings, research, personnel information, customer information, plans or any other information of whatever nature in the possession or control of District that is not generally known or available to members of the general public, including any copies, worksheets or extracts from any of the above. Contractor agrees that if this Agreement is terminated for any reason, Contractor shall neither take nor retain, without the prior written consent of District, originals or copies of any records, papers, programs, computer software, documents, supplier lists, District lists, fee books, files, or any other matter of whatever nature which is or contains Confidential Information. This Section 8 shall survive the termination or expiration of this Agreement. The obligations of Contractor under this Section 8 shall be in addition to, and shall in no manner supersede, any other obligations of confidentiality that Contractor may owe District under and confidentiality agreement or confidentiality covenant entered into by and between the Parties prior to or after the Effective Date.

9. **Indemnification.** Each Party shall defend, indemnify, and hold the other Party, its officers, directors, members, employees, and agents harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of its own performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of itself, its officers, directors, members, employees, or agents. This Section 9 shall survive the expiration or earlier termination of this Agreement.

10. **Licenses and Insurance.**

(a) For its staff, Contractor shall procure and maintain workers’ compensation coverage in accordance with applicable law.

(b) Contractor shall also carry automotive insurance covering any vehicles used on performing the Services, and shall name the District as an additional insured on said policy. However, Contractor’s obligations to indemnify, defend, and hold the District harmless under this Agreement shall not be limited in any way by any insurance policy or policies maintained by Contractor.

(c) Contractor shall procure and maintain general liability insurance, with coverage satisfactory to the District at all times while this Agreement is in force and effect. If required, such policy shall be with a California admitted carrier and District, its officers, Board members, employees, and agents shall be named as additional insureds under such policy.

(d) Contractor shall provide proof of such insurance required under this Agreement and an additional insured endorsement within fifteen (15) days of the request for such evidence of insurance. Said proof of insurance, including but not limited to Insurance Certificates must be supplied to the District prior to the commencement of the instruction services -- failure to do so may result in termination of this Agreement.

(e) At its own expense, Contractor shall obtain and maintain all required business licensure to legally operate in the communities in which Contractor operates and performs Services under this Agreement.

11. **Non-Discrimination.** For the duration of the Term and at all times while performing its obligations under this Agreement, Contractor shall not unlawfully discriminate based on race, color, creed, gender (including identity and gender expression) religion, marital status, registered domestic partnership status, age, national origin or ancestry, physical or mental disability, medical conditions (including cancer and genetic characteristics) genetic information, sexual orientation, or any other consideration made unlawful by Federal, State, or local laws.

12. **Compliance with Laws.** The District and Contractor agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Services.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of all the parties as of its date. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

14. **Amendments.** No amendment, change, or modification of this Agreement shall be valid unless it is in writing signed by the Parties.

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

16. **Assignment.** Contractor may assign or delegate, upon written notice to the District, any of the rights or obligations under this Agreement, subject to the Notice procedures set forth in Section 21.

17. **Governing Law.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California.

18. **Counterparts.** This Agreement may be signed by the Parties in different counterparts, digitally or electronically, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

19. **Attorneys' Fees.** In the event that any action, including mediation or arbitration, is brought by either Party hereto to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to its costs and reasonable attorneys' fees and costs incurred therein from the non-prevailing Party, in addition to such other relief as the court or arbitrator may deem appropriate.

20. **Waiver.** Any waiver of any breach of this Agreement by either Party to this Agreement shall not constitute a continuing waiver, or a waiver of any subsequent breach of the same, or of any breach of another provision of this Agreement.

21. **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the person to whom notice is to be given; (ii) on the date of receipt, if sent by email to the person to whom notice is to be given at the email address set forth below; or, (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

To District: Root Creek Water District
 P.O. Box 27950
 Fresno, California 93729

To Contractor: FIRST WATER PARTNERS, Inc.
 7600 W. Ingram Avenue #104
 Fresno, California 93711
 Telephone: (559) 970-8778
 Email: stornettagroup@gmail.com

Either Party may change its address by notifying the other Party of its new address in accordance with the procedures set forth in this Section 21.

22. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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

“District”

“Contractor”

ROOT CREEK WATER DISTRICT

FIRST WATER PARTNERS, INC.

By: _____
NICK BRUNO, President

By: _____
JULIA D. BERRY, President

**EXHIBIT “A”
Services**

Contractor understands that District desires to retain Contractor’s services to provide representation at various meetings and activities, manage day-to-day administrative efforts, and oversee operation of the facilities and contractors.

The Scope of Services to be performed include, but are not limited to:

- Perform administrative and management duties in the capacity of the District as an independent contractor/consultant for an active, independent California Water District. This includes, but is not limited to, getting the mail and managing the District’s payables and receivables.
- Prepare staff reports, agendas, meeting packages, and other items for the District’s Board of Directors and standing committees.
- Designated as the Secretary for the District, and shall draft and maintain minutes of regular, special and other public meetings as necessary
- Maintain District’s compliance with the Brown Act
- Represent the District at various meetings as needed, including but not limited to, meetings of the District Board of Directors, standing committees, Groundwater Sustainability Agency meetings and committees, and meetings of Madera County, Madera Irrigation District, the State Water Resources Control Board, the Central Valley Regional Water Quality Control Board, and various other agencies, organizations, and groups as may be required.
- Direct the work of, and coordinate with other District consultants as necessary, for engineering, accounting, legal counsel, personnel, or other services as may be required.
- Convene standing and/or ad hoc committees as directed by the Board of Directors, including but not limited to, the Water Utilization and Supply ad hoc Committee.
- Act as the point of contact with water suppliers including irrigation districts, water districts, private water suppliers, and/or government agencies involved in the supply or sale of water to Root Creek Water District.
- Provide oversight of the District’s infrastructure projects, including preparation of bid openings, contract management, pay estimates, processing contract change orders and other items for Board of Directors approval, managing requests for information between design consultant(s) and the District Engineer and the contractor, and similar related, generalized tasks.

- Prepare and manage the District's budget to achieve the organizational mission and the Board's directives.
- Act as one of the multiple signers on bank accounts held by the District. Manage the accounts with assistance from the District accountant.
- Maintain records critical to the operation of the District to be transferred to the District by the Contractor at the end of the term of the consulting effort provided for therein.
- Maintain confidentiality as legally, and/or ethically required relating to District business that are not subject to public disclosure.
- Annual reporting of Community Facilities District (CFD) income and expenses, and management of funds.
- Coordinate Infrastructure Policy execution with permittees as it relates to construction in the Riverstone Development, and within the boundary of the District to enforce District policies, standards and specifications.
- Execute dedication of finished storm drain, wastewater and water facilities to the District.
- Manage and direct annexations to the District through coordination with the appropriate District committees and by direction of the Board of Directors.
- Draft communications with municipal, agricultural and other landowners in the district as needed and/or directed by the Board of Directors.
- Coordinate with financial consultants to establish rates, fees and assessments; issue municipal bonds and other means as necessary to fund District activities.
- Conduct applicable and appropriate competitive bidding procedures, prepare applicable bidding documents, and review and select (or recommend the selection by the Board) of consultants, contractors, and other necessary service providers

Administrative Services

- Performs complex and specialized administrative support and special project assistance.
- Prepares drafts and publishes legal and public notices.
- Compiles agenda items for Board meetings; prepares and distributes agenda packets; summarizes and publishes agenda information for public meetings.
- Provides administrative assistance and support for Board meetings; and facilitates meeting audio visual / streaming technology.

- Assists and provides administrative assistance for Julia Berry in performance of her duties under this Agreement; coordinates her calendar.
- Performs follow-up activities resulting from Board meetings, including preparing drafts and distributing minutes, ensuring that resolutions and ordinances and policies are in proper format and executed, monitoring agenda preparation and publication for various committees and commissions
- Updates the District's website.
- Assists with maintaining the centralized records management system, archives, and records retention program.
- Responds to requests from the Board and the public for research and information regarding codes, ordinances, and established policies and procedures.
- Assists with coordinating and conducting District elections.
- Assists in the budget development and processes invoices and purchase orders.
- Answers phones, and provides direct assistance to the public.
- Performs other duties as assigned.

Project Management Services

- Plans, organizes, assigns, supervises, and reviews the work of staff and/or contractors performing public works infrastructure and facilities operations, construction, maintenance, and repair duties.
- Participates in the development of goals, objectives, policies, and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors public works infrastructure and facilities operations, construction, maintenance, and repair activities; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Coordinates assigned services and operations with outside agencies.
- Participates in annual budget preparation; identifies resource needs; prepares detailed cost estimates with appropriate justifications; monitors expenditures.
- Provides staff assistance to management; assists in the preparation and presentation of staff reports and other written materials; supervises the establishment and maintenance of reports, records, and files; ensures the proper documentation of operations and activities.
- Reviews plans and specifications for assigned projects.

- Arranges for, or purchases, appropriate equipment, and materials necessary for maintenance projects; submits quotes for equipment, materials, and contracted services; prepares requisitions and approves purchase orders.
- Coordinates emergency and special assignments with consultants and/or contractors, and with outside agencies and contractors.
- Monitors the inspection of new installations and repair work.
- Reviews daily records of equipment, personnel, and materials used for each maintenance project.

**EXHIBIT “B”
Fee Schedule**

**FIRST WATER PARTNERS, INC.
STANDARD FEE SCHEDULE**

STAFF CLASSIFICATION	FEE RANGE	Public Agency Rate
Administration		
Principal Administrator	\$250 - \$280	\$ 250.00
Senior Administrator	\$185 - \$210	\$ 185.00
Project Management		
Construction Superintendent	\$225 - \$ 245	\$ 225.00
Project Manager	\$175 - \$220	\$ 175.00
Support Services		
Administrative Assistant	\$115 - \$135	\$ 115.00
Intern	\$70 - \$85	\$ 70.00
Project Costs		
Mileage: Standard IRS Rate		
Printing: \$.25 per sheet		



Julia D. Berry
General Manager
Root Creek Water District
PO Box 27950
Fresno, CA 93729

October 1, 2024

Dear Ms. Berry,

Thank you for the opportunity to assist with the restoration at the intersection of Lodge Road South and Avenue 12 in Madera, CA. Cal Valley Construction is well-equipped to provide turnkey restoration services, pending approval of the recommended methods.

Our primary objective is to ensure a long-lasting repair that addresses any issues to prevent future recurrence. **Please note that Cal Valley is not an engineering or geotechnical firm, and any recommendations assume that the subgrade is adequate to support the asphalt section.**

Background:

The area in question, specifically the bellhole, was part of a 12" sewer line installation that involved a bore crossing of Avenue 12, completed in 2014. The bore pit for this crossing reached depths of over 20 feet, and it is our understanding that the backfill was performed using a combination of native soil and 2-sack sand slurry engineered fill. The sewer line extends southbound in the median of Lodge Road.

Following the installation of the sewer line, PG&E, as well as other contractors, conducted additional work in the area, installing their utilities directly above the sewer line within the median section. This utility (electrical), which turns westbound, is where the settlement is most pronounced.

While the exact time the settlement began is unclear, our investigation of Google Earth images provides some insight. A street view from July 2022 shows no visible settlement, while an image from April 2023 indicates that settlement had begun. The most recent imagery shows cracked asphalt at the surface, suggesting that the settlement likely began sometime between these dates.

Additionally, it is important to note that during the reconstruction of Road 40, completed in early 2024, very similar settlement issues were encountered. There is potential that perched water, which contributed to the Road 40 settlement, may also be affecting this area.

Site Visit:

Based on our field visit on October 1, 2024, and subsequent conversations, we have developed potential restoration approaches for this area. However, any final recommendations will be made only after a site survey is completed and/or a geotechnical bore is conducted.

In addition, we have not been provided with the construction drawings for this section of the road so the asphalt and base rock thickness are subject to change based on county requirements or the original plans.



During our site visit, we observed several concerns regarding the restoration limits. Pronounced settlement was noted where the electrical lines were installed, which has telegraphed through the median and crosswalk, creating an open fissure in the asphalt and causing significant cracking and settlement in the median area. The concrete curb and median section in this area will need to be replaced by others prior to the asphalt restoration. If necessary, Cal Valley can perform this work in conjunction with the asphalt restoration, but it is our understanding that the sewer line installation did not cause the settlement in this area.

Recommendations:

This preliminary proposal is based on our observations and is without a formal site survey to verify the drainage profile of the impacted area. Merely excavating the settled area and restoring the asphalt would likely not provide a long-term solution. We foresee potential drainage issues, such as water ponding in the restored area since the settlement appears to affect the crowned surface and drainage capabilities of Lodge Road as it intersects with eastbound Avenue 12.

Therefore, the restoration limits may need to be expanded to accommodate minimum drainage requirements.

1. Site Survey:

We recommend that a formal site survey be conducted to determine the full extent of the settlement and establish accurate demolition and restoration limits for the asphalt section. This survey can be performed by Cal Valley personnel on a time-and-materials (T&M) basis.

2. Geotechnical Evaluation:

A geotechnical evaluation, including a bore in the depressed area, should be performed to verify that the subgrade is not overly saturated and is suitable for restoration without requiring more extensive geotechnical intervention.

Once the site survey is complete and the restoration limits are defined, Cal Valley proposes the following approach:

- **Sawcutting:** We will sawcut the perimeter of the asphalt section to be restored.
- **Excavation & Disposal:** All asphalt demolition will be hauled to an approved facility.
- **Subgrade Compaction:** We will scarify and recompact up to 12" of Class 2 aggregate base below the road section in 6" lifts, achieving 95% relative compaction. The base rock will be contoured to ensure proper drainage.
- **Asphalt Paving:** After compaction, SS1 tack oil will be applied to all edges and hard surfaces. We will then pave the 6" asphalt section in two 3" lifts using ½" Type A HMA PG 64-10.

Preliminary Estimate:

1. **Mobilization (includes all preliminary meetings and permitting costs unless waived by the county):** \$20,000 *Note: This amount is subject to change depending on final county requirements.*
2. **Site Survey and GPS Report (grade and slope evaluation, material needs):** \$4,000
3. **Demolition and Subgrade Preparation (up to 1,900 square feet of asphalt, base rock only):** \$39,000 *Note: This amount is subject to change depending on final county requirements.*
4. **AC Restoration (6" asphalt paving over 1,900 square feet):** \$33,000
5. **Traffic Control Drawings, Devices, and Signage:** \$13,750
6. **Preliminary Total Estimate: \$109,750**



These figures are subject to increase or, more importantly, decrease based on the final means and methods employed, as well as any specific municipality requirements.

We look forward to your feedback and ready to assist further as needed. Please do not hesitate to contact us with any questions or for additional information.

Cal Valley Construction, Inc.

Frede Serrano

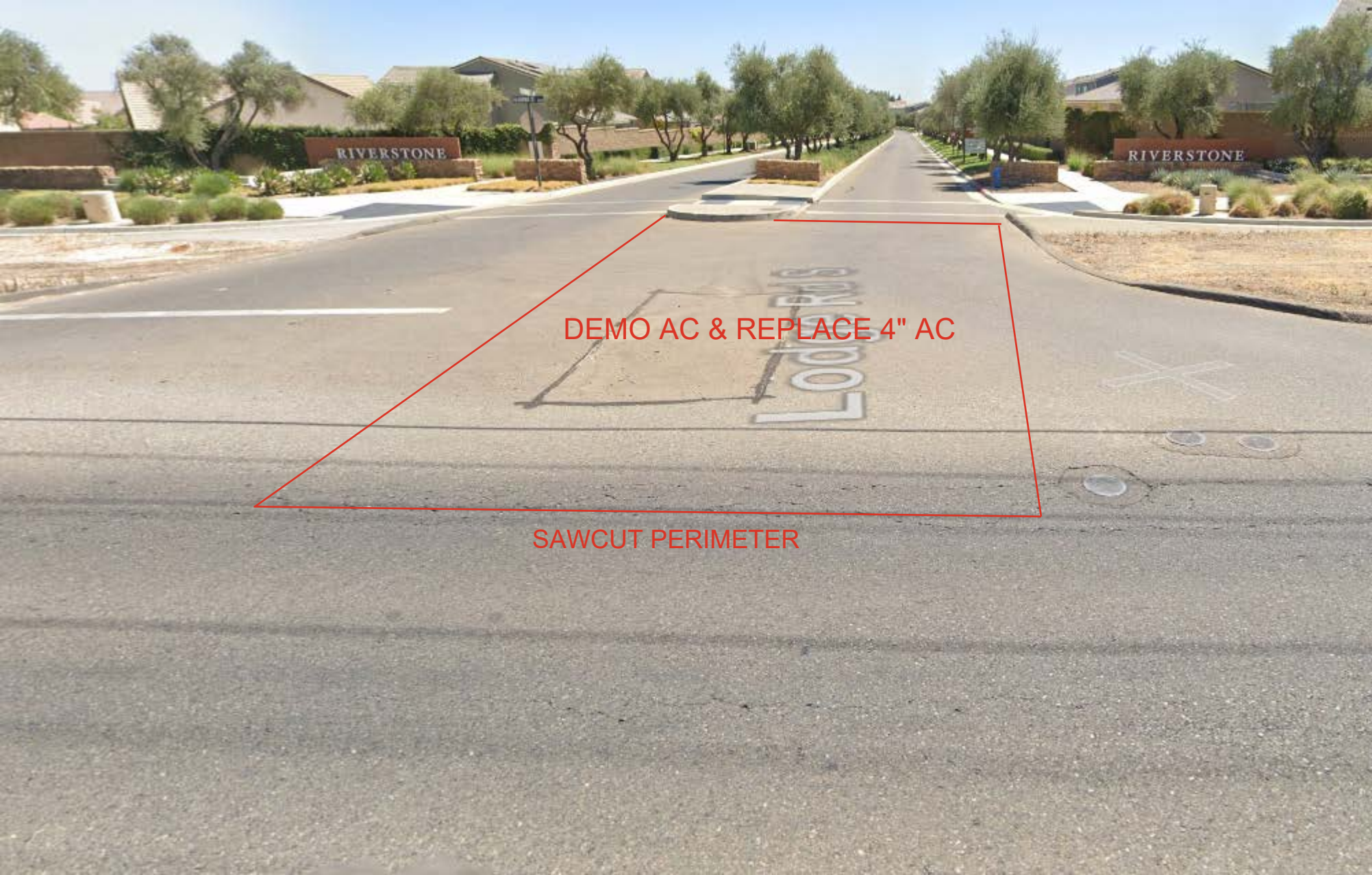
Vice President Utility Services

RIVERSTONE

RIVERSTONE

DEMO AC & REPLACE 4" AC

SAWCUT PERIMETER





RIVERSTONE

RIVERSTONE

GRADE BREAK

Lodge Rd

RESTORATION LIMITS

RESOLUTION NO. 2024-10-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROOT CREEK WATER DISTRICT DECLARING THE
DISTRICT'S INTENT TO BECOME SUBJECT TO THE
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
ACT**

WHEREAS, in 1983, the California Legislature adopted the Uniform Public Contract Cost Accounting Act (commencing with Public Contract Code § 22000) to provide for a uniform cost accounting standard for construction work performed or contracted by local agencies and further providing an alternative method for bidding and awarding contracts for public projects.

WHEREAS, Public Contract Code § 22030 provides that any that desires to utilize the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Act and must notify the State Controller of its election.

WHEREAS, the Root Creek Water District desires to become subject to the uniform construction cost accounting procedures set forth in Public Contract Code §§ 22000, et seq.

WHEREAS, Public Contract Code § 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032 (for projects more than \$60,000 but \$200,000 or less).

WHEREAS, the District will be adopting an Ordinance enacting informal bidding procedures consistent with the Uniform Public Construction Cost Accounting Act.

WHEREAS, the adoption of these procedures is in the best interests of the District and in the public interest.

NOW, THEREFORE, the Board of Directors of the Root Creek Water District resolves as follows:

SECTION 1. The Board of Directors of the Root Creek Water District hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs the Secretary of the Board to notify the State Controller forthwith of this election.

SECTION 2. The Board of Directors finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections

15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 3. The recitals provided in this resolution are true and correct and are hereby incorporated into the substantive portion of this resolution.

Section 4. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

Section 5. This resolution shall take effect immediately upon its adoption by the Board of Directors, and the Secretary of the Board shall certify the vote adopting the resolution.

PASSED AND ADOPTED by the Board of Directors of the Root Creek Water District at a meeting thereof held on this ___ day of ___ 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[NAME]
[TITLE]

ATTEST:

By: _____
[NAME]
[TITLE]

ORDINANCE NO. 2024-10-14

ORDINANCE ESTABLISHING INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PUBLIC CONTRACT CODE SECTION 22000 ET SEQ.)

Board of Directors
Root Creek Water District

WHEREAS, on _____, the Board of Directors (“Board”) of the Root Creek Water District (“District”) elected to become subject to the Uniform Public Construction Cost Accounting Act (“Act”); and

WHEREAS, the Act requires participating agencies to adopt an informal bidding ordinance consistent with the bidding requirements under the Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ROOT CREEK WATER DISTRICT ORDAINS AS FOLLOWS:

1. **Section 1. Recitals.** The above recitals are true and correct and are hereby incorporated into this Ordinance.
2. **Section 2. Informal Bidding Procedures.** The procedures set forth in Exhibit A attached hereto and incorporated herein by this reference shall govern the District’s selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032 of the Public Contract Code, as well as any maintenance work or other work for which the District may elect pursuant to Section 22003 of the Public Contract Code.
3. **Section 3. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This Board of Directors hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.
4. **Section 4. Effective Date .** This Ordinance shall take effect thirty days after its adoption.

PASSED AND ADOPTED by the Board of Directors of the Root Creek Water District at a regular meeting this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

[NAME]
[TITLE]

ATTEST:

By: _____
[NAME]
[TITLE]

Exhibit “A”

to

ORDINANCE NO. 2024-10-14

ORDINANCE ESTABLISHING INFORMAL BIDDING PROCEDURES IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PUBLIC CONTRACT CODE SECTION 22000 ET SEQ.)

Section 1. Informal Bid Procedures

Public projects, as defined by the Uniform Public Construction Cost Accounting Act, and in accordance with the limits listed in Section 22032 of the Public Contract Code, may let to contract by informal procedures as set forth in Section 22032 et seq. of the Public Contract Code. In addition, maintenance work and other work may be let to contract by informal procedures as set forth in Section 22032 et seq. of the Public Contract Code when the District so elects.

Section 2. Notice Inviting Informal Bids

Where a project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be mailed, faxed, or emailed to all construction trade journals as specified by the Commission in accordance with Section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the District’s Project Manager or his or her designee soliciting bids. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

If all bids received are in excess of two hundred thousand dollars (\$200,000), as such limit may be amended from time to time, the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, as such limit may be amended from time to time, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

Section 3. Delegation of Awarding Authority

Pursuant to subd. (c) of section 22034 of the Public Contract Code, the District Board of Directors hereby delegates authority to award contracts for public projects, maintenance work, and other work that do not exceed the limit set forth in subd. (b) of section 22032 of the Public Contract Code, currently \$200,000 as of October 14, as such limit may be amended from time to time, to the District’s Project Manager or his or her designee.

PROVOST & PRITCHARD CONSULTING GROUP

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

Memorandum

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

From: Brian Ehlers/Steve Spencer

Subject: Status report for Activities through the end of August 2024

Date: October 4, 2024

Riverstone Development

Utility Issues:

1. Municipal –
 - a. Water Use
 - i. Sequestering Study – The pilot study continues.
 - ii. Working with DDW to modify permit conditions
 - iii. Awaiting water masterplan on expanded water system to serve municipal demands to complete water assessment. – On hold
2. Wastewater – Operations – Report of sewer system blockage and manhole overflow Mission and Sugar Pine September 20.
3. Storm Water – Nothing to report
4. Agriculture – Road 40 pipeline is still damaged south of Root Creek Parkway. Initiated delivery of surface water through pipe. Access manhole in ag pipeline extension broke on initiation of surface deliveries on lateral to Main Ranch reservoir. Notified Lawrence Backhoe and they have visited site removed broken flange and are in the process of developing costs for repair. Valve has been closed on the lateral and surface water deliveries have continued.
5. Overall –
 - a. County Notice of Hazardous condition – Avenue 12 and Lodge Road.
 - b. Need to finalize ownership of land for project features under acquisition agreement (See Section 2.b.ii, below)
 - c. Need to finalize transfer of in block facilities for Village A blocks 3, 4, 5, 7, 8 and 9 as well as Village B parcels 18, 19, 23, 24, 25, 26, 27, 28, 32, 33.

Projects in Design

Project Status:

1. 80-acre recharge basin – Nothing to report.
2. Well 5 and Tank –
 - a. Documents completed. Meeting with iCAD. Follow up with other material suppliers.
3. Wastewater Improvements – Road 40
 - a. Initial Concept completed. Plans submitted to District. Requested quote from contractor.

[https://us-partner-integrations.egnyte.com/msoffice/wopi/files/c1823b15-a47e-48f1-8996-1b22e0440968/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserld_24.ppeng.egnyte.com/Staff report October 2024.docx](https://us-partner-integrations.egnyte.com/msoffice/wopi/files/c1823b15-a47e-48f1-8996-1b22e0440968/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserld_24.ppeng.egnyte.com/Staff%20report%20October%202024.docx)

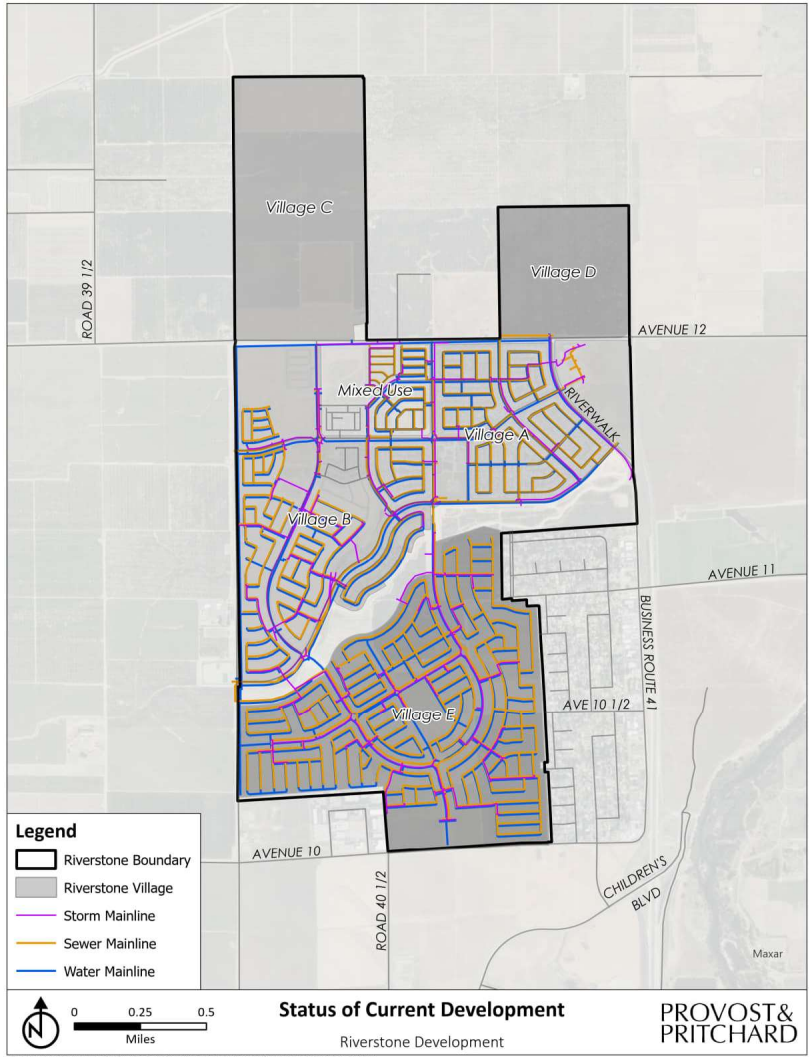
4. Wastewater Ultimate Facility – Ave 10
 - a. Draft memorandum of biological study, air quality evaluation and odor study has been completed. Under review.
 - b. Preliminary design scope submitted to District.

Projects in Construction

Construction status:

1. Municipal System -
 - a. Groundwater Treatment and Blending – See separate report.
 - b. Ag Well 277 conversion to Well 7 – Coordination with Lennar on walls and electrical service. Underground utilities being installed.
2. **Proposition 1 Grant Administration** – Have initiated and submitted multiple quarterly reports and pay estimates to the DWR.

Status of current development



1. Developer Reviews –

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

i. Village E

a. Backbone – 1st phase – Rd 40 and Parkway Blvd

b. Phase 2 Block 4

c. Phase 2 Block 5

b. Issues:

i. Purchase of Well 277 outlot

ii. Purchase of WWTP 40 acres for Ultimate WWTP.

iii. Purchase of storm basins in Village E (two)

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

a. Village B

i. Parcel 2-4 Granville

ii. Parcel 14-17, 21 Lennar

b. Village E

i. Backbone

ii. Phase 1

c. Issues:

i. Continue discussion with Developer on flushing backbone for Village E to Cardinal Ave.

10. Other Subjects

a. GSP Update 2025 - Meet with other Technical Representatives biweekly to advance and respond to the DWR corrective actions. Model has been developed and is being used to estimate potential subsidence.

b. Acquisition of construction in progress – At request of Legal counsel work with Precision Engineering to develop deeds and easement for transfer of properties.

c. Infrastructure – Gather shape files from developers to build a GIS map of facilities.

d. Execution and acceptance of developer in tract improvements

e. Water Supply Assessment – on hold

Agenda
Valley Water Collaborative (VWC)
Madera Basin
Advisory Committee Meeting Agenda
October 22, 2024

1:30 pm – 3:30 pm

Madera County Farm Bureau, 1102 S. Pine, Madera ; Zoom conference call

Agenda

Introductions	Christina Beckstead
Finalize Industry Sector Allocation for annual budget support	Parry Klassen
Preliminary 2025 Budget; basis for estimate decisions	Parry Maureen Thompson
Update on Preliminary Management Zone Proposal review process	Jackie Takeda, GEI
Request for contribution process	Eva Dwyer

Action Items

1. Determine industry cost allocation for budget support
2. 2025 budget estimate approach

Attachments

1. 2024 Madera budget
2. Draft 2025 Madera budget
3. List of permittees in basin divided into sectors

Join Zoom Meeting

<https://zoom.us/j/5432040736?pwd=Wlo3WEU1SWlQSW9PeUEyWDhhNGMvUT09>

Meeting ID: 543 204 0736

Passcode: CURES

Join Zoom by Phone

+1 669 900 6833 US (San Jose)

Meeting ID: 543 204 0736

Passcode: 411037

Item 9c.
October 14, 2024 RCWD Bd Meeting

Valley Water Coalition Draft 2025 Budget

2024 BUDGET		BUDGET: Madera
Estimated Contributions		\$ 212,171.89
Total Income Available		\$ 212,171.89
Expenses		
Program Management		
Executive Director		
Administration VWC P2	\$	12,000.00
Travel Mileage P2	\$	1,500.00
Total	\$	13,500.00
Program Managers and Staff		
Administration VWC P2	\$	2,500.00
Travel Mileage P2	\$	250.00
Total	\$	2,750.00
Total Program Management Expenses	\$	16,250.00
Administrative Expenses		
Accounting	\$	6,857.14
ADP	\$	285.71
D&O & Liability Insurance	\$	1,714.29
Legal: Jill England	\$	500.00
Legal: Tess Dunham	\$	2,000.00
Payroll Taxes	\$	898.20
Phone	\$	142.86
Processing Fees	\$	214.29
Total Administrative Expenses	\$	12,612.49
Organization Expenses		
Technical Consultants		
CV Salinity Coalition Annual Dues	\$	2,142.86
CV MZone Collaborative Activities Cost	\$	7,747.45
PMZP Preparation	\$	156,815.67
Total	\$	166,705.98
Database		
MMS Labor P2	\$	4,000.00
Total	\$	4,000.00
General Program Outreach		
50%* Website	\$	500.00
Total	\$	500.00
Other Organization		
Services P2	\$	1,000.00
Supplies P2	\$	1,000.00
Total	\$	2,000.00
Total Organization Expenses	\$	173,205.98
Reserve		
MZ Reserves	\$	10,103.42
Total Expenses & Reserves	\$	212,171.89

2025 Budget		Madera
Income		
Estimated SAFER Reimbursement	\$	33,664.08
Estimated Contributions	\$	143,072.33
Total Income Available	\$	176,736.40
Expenses		
Program Management		
Executive Director		
Administration SAFER	\$	113.00
Administration SAFER+VWC	\$	395.50
Administration VWC	\$	5,537.00
Applicant / Data Management	\$	169.50
General Program Outreach	\$	2,966.25
Travel Mileage	\$	960.50
Total	\$	10,141.75
Program Managers and Staff		
Administration SAFER	\$	3,333.61
Administration SAFER+VWC	\$	6,438.46
Administration VWC	\$	7,803.22
Applicant / Data Management	\$	11,174.12
General Program Outreach	\$	12,836.18
Travel Mileage	\$	1,412.50
Total	\$	42,998.08
Total Program Management Expenses	\$	53,139.83
Administrative Expenses		
Accounting	\$	6,857.14
ADP	\$	720.57
D&O & Liability Insurance	\$	2,857.14
Legal: Jill England	\$	1,071.43
Legal: Tess Dunham	\$	1,000.00
Payroll Taxes	\$	3,530.01
Benefits	\$	6,230.14
Phone	\$	377.14
Processing Fees	\$	285.71
Total Administrative Expenses	\$	22,929.29
Organization Expenses		
Technical Consultants		
CV Salinity Coalition Annual Dues	\$	2,214.29
CV MZone Collaborative Activities Cost	\$	12,355.85
PMZP Preparation	\$	50,000.00
Total	\$	64,570.14
Database		
MMS Subscription	\$	2,142.86
MMS Labor	\$	4,000.00
Total	\$	6,142.86
General Program Outreach		
Website	\$	900.00
Materials, Services & Engagement	\$	11,500.00
Total	\$	12,400.00
Other Organization		
Miscellaneous	\$	1,307.00
Office Supplies	\$	914.29
Total	\$	2,221.29
Replacement Water		
Well Sampling	\$	3,194.10
Bottled Water Delivery	\$	3,722.88
Total	\$	6,916.98
Total Organization Expenses	\$	92,251.26
Reserve		
MZ Reserves	\$	8,416.02
Total Expenses & Reserves	\$	176,736.40