



MANAGING RESOURCES FOR A BETTER FUTURE

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

**SPECIAL MEETING OF THE BOARD OF DIRECTORS**

will be held on  
**Monday, November 18<sup>th</sup>, 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 October 14<sup>th</sup>, 2024.
- b. Acceptance of the financial statements for the month of September 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. PUBLIC HEARING** – Public hearing to review and consider adopting updated fees for the following:

- a. Municipal Water Rate
- b. Municipal Wastewater Rate
- c. Municipal Storm Drain Rate
- d. Municipal Water Volume Rate – Drought Conditions
- e. Municipal Connection Fees
- f. Agricultural Groundwater Recharge Fee
- g. Agricultural Surface Water Fee

**RECOMMENDATION: RESOLUTIONS TO ADOPT FEES DISCUSSED IN THE PUBLIC HEARING** – Upon conclusion of the public hearing, the board may take action to review and consider adopting the updated fees through corresponding resolutions.

- a. Municipal Water Rate No. 2024-11-18a
- b. Municipal Wastewater Rate No. 2024-11-18b
- c. Municipal Storm Drain Rate No. 2024-11-18c
- d. Municipal Water Volume Rate – Drought Conditions No. 2024-11-18d
- e. Municipal Connection Fees No. 2024-11-18e
- f. Agricultural Groundwater Recharge Fee No. 2024-11-18f
- g. Agricultural Surface Water Fee No. 2024-11-18g

**7. BOARD ACTION ITEMS**

- a. **Ratification of Emergency Repairs to Well 2** – Review and consider action to ratify a contract with Zim Industries, in a form approved by District Counsel, for repair services to Well 2.
- b. **Authorize Staff to Procure Construction Services to Well 1** – Review and consider action to approve Julia Berry, or her designee, to negotiate and enter into a contract, in a form approved by District Counsel, for repair services to Well 1
- c. **Authorize Staff to Procure IT Services** – Review and consider action to approve the General Manager, or her designee, to revise the existing contract with iCAD Automation, in a form approved by District Counsel, to provide a dedicated SCADA System for the Water Treatment and Blending Facility in an amount not to exceed \$194,306.22. *Budget Item 550.06-2.*
- d. **Authorize Staff to Procure IT Services** – Review and consider action to approve the General Manager, or her designee, to revise the existing contract with iCAD Automation, in a form approved by District Counsel, to provide Well 5 and Water Supply Storage Tank (Booster Site) improvements in an amount not to exceed \$299,723.75. *Budget Item 550.06-2.*

**8. 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

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

- a. Legislation
- b. Other District Matters

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

- a. Riverstone monthly building permits
- b. Nitrate Coalition Membership – Valley Water Collaborative (VWC) Meeting October 22, 2025
- c. Well 277 Cleaning, In Lieu Pipeline Repairs,
- 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.

**11. ADJOURN**

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

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



MANAGING RESOURCES FOR A BETTER FUTURE

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

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

**Minutes of the Meeting of the Board of Directors  
Root Creek Water District  
held on  
Monday October 14<sup>th</sup>, 2024**

**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, Jeffrey Coulthard, Shannon Simonian, Mike DelaGuerra, Eric Bream, Matthew Cerniglia, and Henk Griffin. Members of the public included Steve Pickens, Al Solis, and Frank Splendorio.

**2. Public Comment**

The district received no public comment.

**3. Potential Conflicts of interest**

There were no potential conflicts of interest identified.

**4. Consent Calendar**

A motion was made by Director Griffin, seconded by Director Cerniglia to approve the minutes from the September 9, 2024, to accept the August 2024 financials and approve the customer payment plan. The motion carried.

**5. Correspondence**

There was no correspondence.

**6. Board Action Items**

- a. **RCWD 2025 Annual Budget** – Director DelaGuerra made a motion, seconded by Director Coulthard, to adopt a budget for the 2025 Fiscal Year, commencing January 1, 2025. The motion carried.
- b. **Agreement for Services** – Director Cerniglia made a motion, seconded by Director Simonian, to authorize the board president to enter into a Restated and Amended Independent Contractor Agreement in a form approved by General Counsel with First Water Partners, Inc., (formerly The Stornetta Group, Inc. The motion carried.

- c. **Lodge Road Repair** – Director Simonian made a motion, seconded by Director Cerniglia, to 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. The motion carried.
- d. **California Uniform Public Construction Cost Account Act (CUPPCAA)** – Director Griffin made a motion, seconded by Director Cuttone, to 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. The motion carried.
- e. **November Board Meeting Date** – Director Simonian made a motion, seconded by Director Cuttone, to reschedule November’s regular board meeting date from November 11<sup>th</sup> to November 18<sup>th</sup> at 11 am. The motion carried.

**7. District Engineers Report**

Wastewater flows are averaging 322000 gallons per day (gpd) and peak flows have been at 388,000 gpd. Staff is investigating an expansion of the plant to process 600,00 gpd. Flushing and bacteriological (BacT) testing continues in Village E to admit newly constructed water lines to the live system. Systems South of the parkway have struggled to pass BacT testing. Riverstone Village C plans have been submitted to the County and to RCWD by the builder. Village C is 312 acres North of Avenue 12 – therefore much time is spent looking at the crossings required at Avenue 12 as it relates to storm drain systems.

Approximately one month ago, the in-lieu pipeline was damaged by a subcontractor during construction. The line will be repaired by the district and reimbursed by the contractor but using field joints. Ultimately, this line will need to be moved to accommodate the future construction of Road 40. Until the line is repaired, the flow is limited to approximately 7 cfs until pressurized. Once repaired, the line will run at 35-27 cfs.

There was a sewer spill in the Riverstone Development due to unauthorized dumping of concrete in the manhole. The situation was cleaned up by Central Cal Waterworks at Pine and Mission Drive. The concrete was then jack hammered and the line was video to ensure flow could resume.

**8. Legal counsel Report**

SB 1072 – If a plaintiff challenges rates assessed by a public agency, rate payers are not entitled to a refund but may be eligible for credits into the future.

AB 2257 – Mike is difficult to challenge Prop 218 fees. There is a formal complaint process, which is not complied with, challengers may lose standing in a challenge.

**9. District Manager’s Report**

GM Berry reported that 100 building permits were issued in September 2024. The administrative office is soon to go out to bid for the Ultimate Wastewater Treatment Facility. 283 AF of water has been delivered to Root Creek on behalf of Vulcan Materials as a result of the conditions of approval for the Madera Quarry by the County of Madera.

Three potential contractors were contacted to obtain bids for Item 6c.: RT Diversified, American Paving and Cal Valley Paving. Cal Valley Paving was the sole bidder for the project.

GM Berry will attend a meeting of the Nitrate Coalition Membership – Valley Water Collaborative (VWC) Meeting October 22, 2025. The District is responsible for Nitrate discharge, albeit minimal in the RCWD system. GM Berry will attend and advise at the next meeting as to next recommended steps for the District.

**10. Community Facilities District (CFD)**

Tabled for the next meeting scheduled for November 18<sup>th</sup>.

---

Julia D. Berry, District Secretary

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

	Sep 24	Jan - Sep 24
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>410 · Agricultural Revenues</b>		
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
<b>Total 410 · Agricultural Revenues</b>	0.00	2,242,528.86
<b>420 · Municipal Revenues</b>		
420.02 · Municipal Water Utility Charges	226,170.64	1,558,601.88
420.03 · Municipal Storm Drain Charges	14,106.70	121,554.61
420.04 · Municipal Wastewater Charges	98,445.44	848,296.64
420.09 · Late Fees (Municipal)	3,422.80	29,085.54
425.02 · Municipal Water Hydrant Usage	6,448.73	24,856.67
<b>Total 420 · Municipal Revenues</b>	348,594.31	2,582,395.34
<b>430.00 · Municipal Revenues-BuilderChrgs</b>		
430.01 · Inspection Fees	68,360.58	315,776.51
<b>Total 430.00 · Municipal Revenues-BuilderChrgs</b>	68,360.58	315,776.51
<b>480 · Other Sources Revenues</b>		
480.01 · Assessments	20,743.16	508,167.20
480.03a · Grant Revenues	200,527.07	1,335,501.86
480.03b · Grant Admin Revenue	13,153.42	41,807.62
480.03c · Grant Costs-Passthrough	0.00	-105,537.89
480.03d · Grant Admin Costs	-3,369.49	-30,325.09
480.04 · Interest Income.	31,349.60	319,927.13
480.80 · Finance Charge income	0.00	27,114.72
<b>Total 480 · Other Sources Revenues</b>	262,403.76	2,096,655.55
<b>Total Income</b>	679,358.65	7,237,356.26
<b>Gross Profit</b>	679,358.65	7,237,356.26
<b>Expense</b>		
<b>510 · Water Costs</b>		
510.01 · Water Option Pymnt - MID	0.00	100,000.00
510.02 · Water Purchased- MID	79,103.00	79,103.00
<b>Total 510 · Water Costs</b>	79,103.00	179,103.00
<b>520.01 · MID Assessments</b>	0.00	203,187.53
<b>530.01 · MID Roof Top Fee</b>	116,780.00	579,957.82
<b>540 · System Maintenance</b>		
540.01 · Chemicals	10,175.48	69,083.58
540.02 · Repairs & Maintenance	8,715.07	199,085.79
540.03 · Lab Analysis	2,766.00	28,206.00
<b>Total 540 · System Maintenance</b>	21,656.55	296,375.37
<b>550 · System Management</b>		
550.01 · Operator Contracted	56,543.77	645,191.80
550.03 · Inspection Fees	53,988.81	230,113.26
550.04 · Hauling and Discharge	18,564.21	499,356.73
550.06 · Programming - IT	216.25	20,831.14
<b>Total 550 · System Management</b>	129,313.04	1,395,492.93
<b>560.01 · Permits</b>	577.00	25,042.82
<b>570 · Groundwater Maintenance</b>		
570.01 · Groundwater Measurements	0.00	10,170.99
570.02 · Groundwater Sustainability	301.40	35,881.24
<b>Total 570 · Groundwater Maintenance</b>	301.40	46,052.23

No assurance is provided on these financial statements.

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

	Sep 24	Jan - Sep 24
<b>580 · Services</b>		
580.01 · Power	83,761.12	484,713.33
580.02 · Communications	4,858.08	31,408.25
580.03 · Security	0.00	2,566.90
<b>Total 580 · Services</b>	88,619.20	518,688.48
<b>610 · Marketing</b>		
610.02 · Website	72.50	534.58
<b>Total 610 · Marketing</b>	72.50	534.58
<b>620 · Professional Fees</b>		
620.01 · Accounting	4,845.00	36,790.00
620.02 · Audit	0.00	10,500.00
620.03 · Administration	16,006.68	122,452.01
620.04 · Engineering	4,757.49	61,634.09
620.05 · Legal	3,835.50	99,566.71
620.06 · GIS Services	146.90	20,175.20
620.09 · Special Counsel	8,995.48	45,342.08
620.10 · Public Finance	0.00	19,631.85
<b>Total 620 · Professional Fees</b>	38,587.05	416,091.94
<b>630 · Consultants</b>		
630.01 · Grant Preparation	0.00	5,669.00
<b>Total 630 · Consultants</b>	0.00	5,669.00
640.01 · Membership dues	0.00	13,005.00
650.01 · Insurance	26,121.34	26,121.34
<b>660 · General &amp; Administrative Costs</b>		
660.01 · Printing & Reproduction	261.25	1,730.44
660.03 · Conference & Meetings	202.75	983.29
660.04 · Travel	241.77	1,536.88
660.05 · Office Supplies	312.65	457.80
660.06 · Postage	3.20	50.95
660.07 · Bank Charges	349.50	2,421.50
660.08 · Email Hosting & File Storage	0.00	864.00
660.10 · Payroll Expenses	1,886.85	8,116.65
<b>Total 660 · General &amp; Administrative Costs</b>	3,257.97	16,161.51
<b>Total Expense</b>	504,389.05	3,721,483.55
<b>Net Ordinary Income</b>	174,969.60	3,515,872.71
<b>Other Income/Expense</b>		
<b>Other Income</b>		
430.02 · Rooftop Fees	85,516.91	512,400.00
430.03 · Water Connection Fees	384,836.44	2,218,431.00
430.04 · Wastewater Connection Fees	823,100.23	4,913,790.00
430.05 · Storm Drain Connection Fees	155,971.42	911,213.00
430.06 · Meter Installation Fees	90,755.00	432,692.50
480.02 · CFD Assessments	0.00	1,299,876.42
<b>Total Other Income</b>	1,540,180.00	10,288,402.92
<b>Other Expense</b>		
900.01 · Capital Expenditures-Equipment	0.00	199,101.09
900.02 · Capital Expenditures-Water Meters	201,816.12	600,474.76
900.03 · Capital Expenditures - Improvements	60,087.50	557,141.00
900.05 · New Well Construction	6,790.65	307,408.40
900.07 · 400,000 gpd WWTF	22,167.40	209,860.69
900.09 · Water Blending Facility	2,375,002.53	14,797,500.07
900.11 · Wastewater Ultimate Facility	0.00	86,314.20
900.12 · Ag System Expansion Project	0.00	114,440.19
900.90 · Capital Projects Admin Costs	43,567.70	284,092.64
930.02 · Bond Admin Cost	0.00	8,200.00

No assurance is provided on these financial statements.



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

---

	Sep 24	Jan - Sep 24
<b>960.00 · Debt Payments</b>		
<b>960.1 · Debt Principal</b>	97,520.37	193,556.20
<b>960.2 · Interest Expense</b>	34,960.63	71,405.80
<b>Total 960.00 · Debt Payments</b>	132,481.00	264,962.00
<b>970.00 · Bond Payments</b>		
<b>970.01 · Bond Payments-Principal</b>	320,000.00	320,000.00
<b>970.02 · Bond Interest</b>	406,856.20	813,712.45
<b>Total 970.00 · Bond Payments</b>	726,856.20	1,133,712.45
<b>990.01 · Transfers In</b>	-2,375,002.53	-18,229,408.87
<b>990.02 · Transfers Out</b>	2,375,002.53	18,229,408.87
<b>Total Other Expense</b>	3,568,769.10	18,563,207.49
<b>Net Other Income</b>	-2,028,589.10	-8,274,804.57
<b>Net Income</b>	-1,853,619.50	-4,758,931.86

No assurance is provided on these financial statements.

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>410 · Agricultural Revenues</b>				
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%
<b>Total 410 · Agricultural Revenues</b>	<b>2,242,528.86</b>	<b>1,989,370.00</b>	<b>253,158.86</b>	<b>112.7%</b>
<b>420 · Municipal Revenues</b>				
420.02 · Municipal Water Utility Charges	1,558,601.88	1,810,206.00	-251,604.12	86.1%
420.03 · Municipal Storm Drain Charges	121,554.61	159,486.00	-37,931.39	76.2%
420.04 · Municipal Wastewater Charges	848,296.64	1,113,324.00	-265,027.36	76.2%
420.09 · Late Fees (Municipal)	29,085.54			
425.02 · Municipal Water Hydrant Usage	24,856.67	80,000.00	-55,143.33	31.1%
<b>Total 420 · Municipal Revenues</b>	<b>2,582,395.34</b>	<b>3,163,016.00</b>	<b>-580,620.66</b>	<b>81.6%</b>
<b>430.00 · Municipal Revenues-BuilderChrgs</b>				
430.01 · Inspection Fees	315,776.51	310,128.00	5,648.51	101.8%
430.07 · Sewer Plug Fee	0.00	26,000.00	-26,000.00	0.0%
<b>Total 430.00 · Municipal Revenues-BuilderChrgs</b>	<b>315,776.51</b>	<b>336,128.00</b>	<b>-20,351.49</b>	<b>93.9%</b>
<b>480 · Other Sources Revenues</b>				
480.01 · Assessments	508,167.20	344,000.00	164,167.20	147.7%
480.03a · Grant Revenues	1,335,501.86			
480.03b · Grant Admin Revenue	41,807.62			
480.03c · Grant Costs-Passthrough	-105,537.89			
480.03d · Grant Admin Costs	-30,325.09			
480.04 · Interest Income.	319,927.13			
480.80 · Finance Charge income	27,114.72			
<b>Total 480 · Other Sources Revenues</b>	<b>2,096,655.55</b>	<b>344,000.00</b>	<b>1,752,655.55</b>	<b>609.5%</b>
<b>Total Income</b>	<b>7,237,356.26</b>	<b>5,832,514.00</b>	<b>1,404,842.26</b>	<b>124.1%</b>
<b>Gross Profit</b>	<b>7,237,356.26</b>	<b>5,832,514.00</b>	<b>1,404,842.26</b>	<b>124.1%</b>
<b>Expense</b>				
<b>510 · Water Costs</b>				
510.01 · Water Option Pymnt - MID	100,000.00	100,000.00	0.00	100.0%
510.02 · Water Purchased- MID	79,103.00			
510.03 · Water Purchases - Wonderful	0.00	2,056,656.00	-2,056,656.00	0.0%
<b>Total 510 · Water Costs</b>	<b>179,103.00</b>	<b>2,156,656.00</b>	<b>-1,977,553.00</b>	<b>8.3%</b>
<b>520.01 · MID Assessments</b>	<b>203,187.53</b>	<b>185,000.00</b>	<b>18,187.53</b>	<b>109.8%</b>
<b>530.01 · MID Roof Top Fee</b>	<b>579,957.82</b>	<b>560,000.00</b>	<b>19,957.82</b>	<b>103.6%</b>
<b>540 · System Maintenance</b>				
540.01 · Chemicals	69,083.58	60,000.00	9,083.58	115.1%
540.02 · Repairs & Maintenance	199,085.79	114,560.00	84,525.79	173.8%
540.03 · Lab Analysis	28,206.00	40,000.00	-11,794.00	70.5%
<b>Total 540 · System Maintenance</b>	<b>296,375.37</b>	<b>214,560.00</b>	<b>81,815.37</b>	<b>138.1%</b>
<b>550 · System Management</b>				
550.05 · Sewer Plugs	0.00	13,000.00	-13,000.00	0.0%
550.01 · Operator Contracted	645,191.80	897,200.00	-252,008.20	71.9%
550.03 · Inspection Fees	230,113.26	310,000.00	-79,886.74	74.2%
550.04 · Hauling and Discharge	499,356.73	36,000.00	463,356.73	1,387.1%
550.06 · Programming - IT	20,831.14	60,000.00	-39,168.86	34.7%
<b>Total 550 · System Management</b>	<b>1,395,492.93</b>	<b>1,316,200.00</b>	<b>79,292.93</b>	<b>106.0%</b>
<b>560.01 · Permits</b>	<b>25,042.82</b>	<b>32,100.00</b>	<b>-7,057.18</b>	<b>78.0%</b>
<b>570 · Groundwater Maintenance</b>				
570.01 · Groundwater Measurements	10,170.99	20,000.00	-9,829.01	50.9%
570.02 · Groundwater Sustainability	35,881.24	25,000.00	10,881.24	143.5%
<b>Total 570 · Groundwater Maintenance</b>	<b>46,052.23</b>	<b>45,000.00</b>	<b>1,052.23</b>	<b>102.3%</b>
<b>580 · Services</b>				
580.01 · Power	484,713.33	600,000.00	-115,286.67	80.8%
580.02 · Communications	31,408.25	37,000.00	-5,591.75	84.9%
580.03 · Security	2,566.90	3,400.00	-833.10	75.5%
<b>Total 580 · Services</b>	<b>518,688.48</b>	<b>640,400.00</b>	<b>-121,711.52</b>	<b>81.0%</b>
<b>610 · Marketing</b>				
610.02 · Website	534.58	2,000.00	-1,465.42	26.7%
<b>Total 610 · Marketing</b>	<b>534.58</b>	<b>2,000.00</b>	<b>-1,465.42</b>	<b>26.7%</b>

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>620 · Professional Fees</b>				
620.01 · Accounting	36,790.00	64,845.25	-28,055.25	56.7%
620.02 · Audit	10,500.00	20,000.00	-9,500.00	52.5%
620.03 · Administration	122,452.01	160,000.00	-37,547.99	76.5%
620.04 · Engineering	61,634.09	115,000.00	-53,365.91	53.6%
620.05 · Legal	99,566.71	75,000.00	24,566.71	132.8%
620.06 · GIS Services	20,175.20	10,000.00	10,175.20	201.8%
620.09 · Special Counsel	45,342.08	125,000.00	-79,657.92	36.3%
620.10 · Public Finance	19,631.85			
<b>Total 620 · Professional Fees</b>	416,091.94	569,845.25	-153,753.31	73.0%
<b>630 · Consultants</b>				
630.01 · Grant Preparation	5,669.00			
630.05 · MS4 Program	0.00	5,000.00	-5,000.00	0.0%
<b>Total 630 · Consultants</b>	5,669.00	5,000.00	669.00	113.4%
<b>640.01 · Membership dues</b>	13,005.00	15,000.00	-1,995.00	86.7%
<b>650.01 · Insurance</b>	26,121.34	30,000.00	-3,878.66	87.1%
<b>660 · General &amp; Administrative Costs</b>				
660.01 · Printing & Reproduction	1,730.44	5,000.00	-3,269.56	34.6%
660.03 · Conference & Meetings	983.29	15,000.00	-14,016.71	6.6%
660.04 · Travel	1,536.88	1,000.00	536.88	153.7%
660.05 · Office Supplies	457.80			
660.06 · Postage	50.95	1,000.00	-949.05	5.1%
660.07 · Bank Charges	2,421.50			
660.08 · Email Hosting & File Storage	864.00	1,000.00	-136.00	86.4%
660.10 · Payroll Expenses	8,116.65			
<b>Total 660 · General &amp; Administrative Costs</b>	16,161.51	23,000.00	-6,838.49	70.3%
<b>Total Expense</b>	3,721,483.55	5,794,761.25	-2,073,277.70	64.2%
<b>Net Ordinary Income</b>	3,515,872.71	37,752.75	3,478,119.96	9,312.9%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
430.02 · Rooftop Fees	512,400.00	560,000.00	-47,600.00	91.5%
430.03 · Water Connection Fees	2,218,431.00	2,417,600.00	-199,169.00	91.8%
430.04 · Wastewater Connection Fees	4,913,790.00	5,390,000.00	-476,210.00	91.2%
430.05 · Storm Drain Connection Fees	911,213.00	1,012,000.00	-100,787.00	90.0%
430.06 · Meter Installation Fees	432,692.50	372,200.00	60,492.50	116.3%
480.02 · CFD Assessments	1,299,876.42	1,306,600.00	-6,723.58	99.5%
<b>Total Other Income</b>	10,288,402.92	11,058,400.00	-769,997.08	93.0%
<b>Other Expense</b>				
900.01 · Capital Expenditures-Equipment	199,101.09	353,600.00	-154,498.91	56.3%
900.02 · Capital Expditures-Water Meters	600,474.76	366,808.00	233,666.76	163.7%
900.03 · Capital Exptures - Improvements	557,141.00			
900.05 · New Well Construction	307,408.40	1,641,800.00	-1,334,391.60	18.7%
900.06 · Well #5 Improvements	0.00	63,560.00	-63,560.00	0.0%
900.07 · 400,000 gpd WWTF	209,860.69	461,000.00	-251,139.31	45.5%
900.09 · Water Blending Facility	14,797,500.07	22,664,366.00	-7,866,865.93	65.3%
900.10 · Wastewater UV Facility	0.00	100,000.00	-100,000.00	0.0%
900.11 · Wastewater Ultimate Facility	86,314.20	806,500.00	-720,185.80	10.7%
900.12 · Ag System Expansion Project	114,440.19			
900.90 · Capital Projects Admin Costs	284,092.64	610,000.00	-325,907.36	46.6%
930.02 · Bond Admin Cost	8,200.00			
<b>960.00 · Debt Payments</b>				
960.1 · Debt Principal	193,556.20	193,512.00	44.20	100.0%
960.2 · Interest Expense	71,405.80	71,450.00	-44.20	99.9%
<b>Total 960.00 · Debt Payments</b>	264,962.00	264,962.00	0.00	100.0%
<b>970.00 · Bond Payments</b>				
970.01 · Bond Payments-Principal	320,000.00			
970.02 · Bond Interest	813,712.45	645,000.00	168,712.45	126.2%
<b>Total 970.00 · Bond Payments</b>	1,133,712.45	645,000.00	488,712.45	175.8%
990.01 · Transfers In	-18,229,408.87			
990.02 · Transfers Out	18,229,408.87			
<b>Total Other Expense</b>	18,563,207.49	27,977,596.00	-9,414,388.51	66.4%
<b>Net Other Income</b>	-8,274,804.57	-16,919,196.00	8,644,391.43	48.9%
<b>Net Income</b>	<b>-4,758,931.86</b>	<b>-16,881,443.25</b>	<b>12,122,511.39</b>	<b>28.2%</b>

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

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>480 · Other Sources Revenues</b>				
480.01 · Assessments	508,167.20	344,000.00	164,167.20	147.7%
480.04 · Interest Income.	6.78			
480.80 · Finance Charge income	3,850.97			
<b>Total 480 · Other Sources Revenues</b>	512,024.95	344,000.00	168,024.95	148.8%
<b>Total Income</b>	512,024.95	344,000.00	168,024.95	148.8%
<b>Gross Profit</b>	512,024.95	344,000.00	168,024.95	148.8%
<b>Expense</b>				
560.01 · Permits	1,249.41			
<b>620 · Professional Fees</b>				
620.03 · Administration	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	14,516.02	15,000.00	-483.98	96.8%
<b>Total 620 · Professional Fees</b>	19,253.81	54,500.00	-35,246.19	35.3%
640.01 · Membership dues	2,601.00	3,000.00	-399.00	86.7%
650.01 · Insurance	5,224.26	6,000.00	-775.74	87.1%
<b>660 · General &amp; Administrative Costs</b>				
660.01 · Printing & Reproduction	1,345.19	5,000.00	-3,654.81	26.9%
660.03 · Conference & Meetings	983.29	15,000.00	-14,016.71	6.6%
660.04 · Travel	1,536.88	1,000.00	536.88	153.7%
660.05 · Office Supplies	62.53			
660.06 · Postage	50.95	1,000.00	-949.05	5.1%
660.08 · Email Hosting & File Storage	864.00	1,000.00	-136.00	86.4%
660.10 · Payroll Expenses	8,116.65			
<b>Total 660 · General &amp; Administrative Costs</b>	12,959.49	23,000.00	-10,040.51	56.3%
<b>Total Expense</b>	41,287.97	86,500.00	-45,212.03	47.7%
<b>Net Ordinary Income</b>	470,736.98	257,500.00	213,236.98	182.8%
<b>Net Income</b>	<b>470,736.98</b>	<b>257,500.00</b>	<b>213,236.98</b>	<b>182.8%</b>

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual - Water Municipal**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>420 · Municipal Revenues</b>				
420.02 · Municipal Water Utility Charges	1,558,601.88	1,810,206.00	-251,604.12	86.1%
420.09 · Late Fees (Municipal)	29,085.54			
425.02 · Municipal Water Hydrant Usage	24,856.67	80,000.00	-55,143.33	31.1%
<b>Total 420 · Municipal Revenues</b>	1,612,544.09	1,890,206.00	-277,661.91	85.3%
<b>430.00 · Municipal Revenues-BuilderChrgs</b>				
430.01 · Inspection Fees	127,638.84	103,376.00	24,262.84	123.5%
<b>Total 430.00 · Municipal Revenues-BuilderChrgs</b>	127,638.84	103,376.00	24,262.84	123.5%
<b>480 · Other Sources Revenues</b>				
480.03a · Grant Revenues	1,335,501.86			
480.03b · Grant Admin Revenue	41,807.62			
480.03c · Grant Costs-Passthrough	-105,537.89			
480.03d · Grant Admin Costs	-30,325.09			
480.04 · Interest Income.	91,855.73			
<b>Total 480 · Other Sources Revenues</b>	1,333,302.23			
<b>Total Income</b>	3,073,485.16	1,993,582.00	1,079,903.16	154.2%
<b>Gross Profit</b>	3,073,485.16	1,993,582.00	1,079,903.16	154.2%
<b>Expense</b>				
<b>510 · Water Costs</b>				
510.01 · Water Option Pymnt - MID	50,000.00	50,000.00	0.00	100.0%
510.02 · Water Purchased- MID	39,551.50			
510.03 · Water Purchases - Wonderful	0.00	1,028,328.00	-1,028,328.00	0.0%
<b>Total 510 · Water Costs</b>	89,551.50	1,078,328.00	-988,776.50	8.3%
<b>520.01 · MID Assessments</b>	203,187.53	92,500.00	110,687.53	219.7%
<b>530.01 · MID Roof Top Fee</b>	579,957.82	560,000.00	19,957.82	103.6%
<b>540 · System Maintenance</b>				
540.01 · Chemicals	24,766.31	30,000.00	-5,233.69	82.6%
540.02 · Repairs & Maintenance	102,600.46	50,000.00	52,600.46	205.2%
540.03 · Lab Analysis	16,303.00	10,000.00	6,303.00	163.0%
<b>Total 540 · System Maintenance</b>	143,669.77	90,000.00	53,669.77	159.6%
<b>550 · System Management</b>				
550.01 · Operator Contracted	323,075.53	306,875.00	16,200.53	105.3%
550.03 · Inspection Fees	79,121.57	103,333.33	-24,211.76	76.6%
550.06 · Programming - IT	15,108.61	30,000.00	-14,891.39	50.4%
<b>Total 550 · System Management</b>	417,305.71	440,208.33	-22,902.62	94.8%
<b>560.01 · Permits</b>	15,398.19	30,250.00	-14,851.81	50.9%
<b>570 · Groundwater Maintenance</b>				
570.01 · Groundwater Measurements	8,554.64	10,000.00	-1,445.36	85.5%
570.02 · Groundwater Sustainability	20,187.64	12,500.00	7,687.64	161.5%
<b>Total 570 · Groundwater Maintenance</b>	28,742.28	22,500.00	6,242.28	127.7%
<b>580 · Services</b>				
580.01 · Power	318,563.95	420,000.00	-101,436.05	75.8%
580.02 · Communications	27,112.56	25,600.00	1,512.56	105.9%
580.03 · Security	1,018.00	2,100.00	-1,082.00	48.5%
<b>Total 580 · Services</b>	346,694.51	447,700.00	-101,005.49	77.4%
<b>610 · Marketing</b>				
610.02 · Website	133.65	500.00	-366.35	26.7%
<b>Total 610 · Marketing</b>	133.65	500.00	-366.35	26.7%

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual - Water Municipal**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>620 · Professional Fees</b>				
620.01 · Accounting	9,197.50	16,211.25	-7,013.75	56.7%
620.02 · Audit	2,625.00	10,000.00	-7,375.00	26.3%
620.03 · Administration	30,613.01	32,000.00	-1,386.99	95.7%
620.04 · Engineering	2,234.33	56,875.00	-54,640.67	3.9%
620.05 · Legal	31,579.94	15,000.00	16,579.94	210.5%
620.06 · GIS Services	5,430.53	2,500.00	2,930.53	217.2%
620.09 · Special Counsel	21,674.92	62,500.00	-40,825.08	34.7%
620.10 · Public Finance	6,543.94			
<b>Total 620 · Professional Fees</b>	109,899.17	195,086.25	-85,187.08	56.3%
<b>630 · Consultants</b>				
630.01 · Grant Preparation	2,834.50			
<b>Total 630 · Consultants</b>	2,834.50			
640.01 · Membership dues	2,601.00	3,000.00	-399.00	86.7%
650.01 · Insurance	5,224.27	6,000.00	-775.73	87.1%
<b>660 · General &amp; Administrative Costs</b>				
660.01 · Printing & Reproduction	128.43			
660.05 · Office Supplies	110.91			
660.07 · Bank Charges	793.86			
<b>Total 660 · General &amp; Administrative Costs</b>	1,033.20			
<b>Total Expense</b>	1,946,233.10	2,966,072.58	-1,019,839.48	65.6%
<b>Net Ordinary Income</b>	1,127,252.06	-972,490.58	2,099,742.64	-115.9%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
430.02 · Rooftop Fees	512,400.00	560,000.00	-47,600.00	91.5%
430.03 · Water Connection Fees	2,218,431.00	2,417,600.00	-199,169.00	91.8%
430.06 · Meter Installation Fees	432,692.50	372,200.00	60,492.50	116.3%
480.02 · CFD Assessments	433,292.14	435,533.33	-2,241.19	99.5%
<b>Total Other Income</b>	3,596,815.64	3,785,333.33	-188,517.69	95.0%
<b>Other Expense</b>				
900.01 · Capital Expenditures-Equipment	51,179.98	141,440.00	-90,260.02	36.2%
900.02 · Capital Expditures-Water Meters	600,474.76	366,808.00	233,666.76	163.7%
900.03 · Capital Exptures - Improvements	248,526.75			
900.05 · New Well Construction	307,408.40	1,641,800.00	-1,334,391.60	18.7%
900.06 · Well #5 Improvements	0.00	63,560.00	-63,560.00	0.0%
900.09 · Water Blending Facility	14,797,500.07	22,664,366.00	-7,866,865.93	65.3%
900.12 · Ag System Expansion Project	114,440.19			
900.90 · Capital Projects Admin Costs	144,487.47	189,999.67	-45,512.20	76.0%
<b>960.00 · Debt Payments</b>				
960.1 · Debt Principal	0.00	96,756.00	-96,756.00	0.0%
960.2 · Interest Expense	0.00	35,725.00	-35,725.00	0.0%
<b>Total 960.00 · Debt Payments</b>	0.00	132,481.00	-132,481.00	0.0%
<b>970.00 · Bond Payments</b>				
970.02 · Bond Interest	0.00	215,000.00	-215,000.00	0.0%
<b>Total 970.00 · Bond Payments</b>	0.00	215,000.00	-215,000.00	0.0%
990.01 · Transfers In	-11,128,071.08			
990.02 · Transfers Out	380,637.44			
<b>Total Other Expense</b>	5,516,583.98	25,415,454.67	-19,898,870.69	21.7%
<b>Net Other Income</b>	-1,919,768.34	-21,630,121.34	19,710,353.00	8.9%
<b>Net Income</b>	<b>-792,516.28</b>	<b>-22,602,611.92</b>	<b>21,810,095.64</b>	<b>3.5%</b>

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual - Storm Drain**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
420 · Municipal Revenues				
420.03 · Municipal Storm Drain Charges	121,554.61	159,486.00	-37,931.39	76.2%
<b>Total 420 · Municipal Revenues</b>	121,554.61	159,486.00	-37,931.39	76.2%
430.00 · Municipal Revenues-BuilderChrgs				
430.01 · Inspection Fees	94,068.85	103,376.00	-9,307.15	91.0%
<b>Total 430.00 · Municipal Revenues-BuilderChrgs</b>	94,068.85	103,376.00	-9,307.15	91.0%
480 · Other Sources Revenues				
480.04 · Interest Income.	91,855.69			
<b>Total 480 · Other Sources Revenues</b>	91,855.69			
<b>Total Income</b>	307,479.15	262,862.00	44,617.15	117.0%
<b>Gross Profit</b>	307,479.15	262,862.00	44,617.15	117.0%
<b>Expense</b>				
540 · System Maintenance				
540.02 · Repairs & Maintenance	0.00	24,560.00	-24,560.00	0.0%
<b>Total 540 · System Maintenance</b>	0.00	24,560.00	-24,560.00	0.0%
550 · System Management				
550.01 · Operator Contracted	10,537.67	19,239.00	-8,701.33	54.8%
550.03 · Inspection Fees	75,495.83	103,333.34	-27,837.51	73.1%
550.04 · Hauling and Discharge	13,800.00			
<b>Total 550 · System Management</b>	99,833.50	122,572.34	-22,738.84	81.4%
560.01 · Permits	547.85			
610 · Marketing				
610.02 · Website	133.64	500.00	-366.36	26.7%
<b>Total 610 · Marketing</b>	133.64	500.00	-366.36	26.7%
620 · Professional Fees				
620.01 · Accounting	9,197.50	16,211.50	-7,014.00	56.7%
620.02 · Audit	2,625.00	3,333.00	-708.00	78.8%
620.03 · Administration	30,613.00	32,000.00	-1,387.00	95.7%
620.04 · Engineering	8,100.99	16,875.00	-8,774.01	48.0%
620.05 · Legal	14,982.20	15,000.00	-17.80	99.9%
620.06 · GIS Services	5,430.51	2,500.00	2,930.51	217.2%
620.09 · Special Counsel	996.12			
620.10 · Public Finance	6,543.95			
<b>Total 620 · Professional Fees</b>	78,489.27	85,919.50	-7,430.23	91.4%
630 · Consultants				
630.05 · MS4 Program	0.00	5,000.00	-5,000.00	0.0%
<b>Total 630 · Consultants</b>	0.00	5,000.00	-5,000.00	0.0%
640.01 · Membership dues	2,601.00	3,000.00	-399.00	86.7%
650.01 · Insurance	5,224.27	6,000.00	-775.73	87.1%
660 · General & Administrative Costs				
660.01 · Printing & Reproduction	128.40			
660.05 · Office Supplies	110.92			
660.07 · Bank Charges	793.78			
<b>Total 660 · General &amp; Administrative Costs</b>	1,033.10			
<b>Total Expense</b>	187,862.63	247,551.84	-59,689.21	75.9%
<b>Net Ordinary Income</b>	119,616.52	15,310.16	104,306.36	781.3%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
430.05 · Storm Drain Connection Fees	911,213.00	1,012,000.00	-100,787.00	90.0%
480.02 · CFD Assessments	433,292.14	435,533.34	-2,241.20	99.5%
<b>Total Other Income</b>	1,344,505.14	1,447,533.34	-103,028.20	92.9%
<b>Other Expense</b>				
900.01 · Capital Expenditures-Equipment	0.00	35,360.00	-35,360.00	0.0%
900.03 · Capital Exptures - Improvements	60,087.50			
900.90 · Capital Projects Admin Costs	63,617.40	190,000.66	-126,383.26	33.5%
970.00 · Bond Payments				
970.02 · Bond Interest	0.00	215,000.00	-215,000.00	0.0%
<b>Total 970.00 · Bond Payments</b>	0.00	215,000.00	-215,000.00	0.0%
990.01 · Transfers In	-3,022,052.74			
990.02 · Transfers Out	5,454,977.28			
<b>Total Other Expense</b>	2,556,629.44	440,360.66	2,116,268.78	580.6%
<b>Net Other Income</b>	-1,212,124.30	1,007,172.68	-2,219,296.98	-120.3%
<b>Net Income</b>	<b>-1,092,507.78</b>	<b>1,022,482.84</b>	<b>-2,114,990.62</b>	<b>-106.8%</b>

**ROOT CREEK WATER DISTRICT**  
**Statement of Revenues & Expenses Budget vs Cash Basis Actual-Water Agriculture**  
**January through September 2024**

	Jan - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
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%
<b>Total 410 · Agricultural Revenues</b>	<b>2,242,528.86</b>	<b>1,989,370.00</b>	<b>253,158.86</b>	<b>112.7%</b>
480 · Other Sources Revenues				
480.04 · Interest Income	44,145.37			
480.80 · Finance Charge Income	23,263.75			
<b>Total 480 · Other Sources Revenues</b>	<b>67,409.12</b>			
<b>Total Income</b>	<b>2,309,937.98</b>	<b>1,989,370.00</b>	<b>320,567.98</b>	<b>116.1%</b>
<b>Gross Profit</b>	<b>2,309,937.98</b>	<b>1,989,370.00</b>	<b>320,567.98</b>	<b>116.1%</b>
<b>Expense</b>				
510 · Water Costs				
510.01 · Water Option Pymnt - MID	50,000.00	50,000.00	0.00	100.0%
510.02 · Water Purchased- MID	39,551.50			
510.03 · Water Purchases - Wonderful	0.00	1,028,328.00	-1,028,328.00	0.0%
<b>Total 510 · Water Costs</b>	<b>89,551.50</b>	<b>1,078,328.00</b>	<b>-988,776.50</b>	<b>8.3%</b>
520.01 · MID Assessments	0.00	92,500.00	-92,500.00	0.0%
540 · System Maintenance				
540.02 · Repairs & Maintenance	44,085.01			
<b>Total 540 · System Maintenance</b>	<b>44,085.01</b>			
560.01 · Permits	724.56			
570 · Groundwater Maintenance				
570.01 · Groundwater Measurements	1,616.35	10,000.00	-8,383.65	16.2%
570.02 · Groundwater Sustainability	15,693.60	12,500.00	3,193.60	125.5%
<b>Total 570 · Groundwater Maintenance</b>	<b>17,309.95</b>	<b>22,500.00</b>	<b>-5,190.05</b>	<b>76.9%</b>
580 · Services				
580.01 · Power	222.18			
<b>Total 580 · Services</b>	<b>222.18</b>			
610 · Marketing				
610.02 · Website	133.64	500.00	-366.36	26.7%
<b>Total 610 · Marketing</b>	<b>133.64</b>	<b>500.00</b>	<b>-366.36</b>	<b>26.7%</b>
620 · Professional Fees				
620.01 · Accounting	9,197.50	16,211.25	-7,013.75	56.7%
620.02 · Audit	2,625.00	3,334.00	-709.00	78.7%
620.03 · Administration	30,612.99	32,000.00	-1,387.01	95.7%
620.04 · Engineering	28,375.00	16,875.00	11,500.00	168.1%
620.05 · Legal	18,619.21	15,000.00	3,619.21	124.1%
620.06 · GIS Services	3,883.63	2,500.00	1,383.63	155.3%
620.09 · Special Counsel	21,674.92	62,500.00	-40,825.08	34.7%
<b>Total 620 · Professional Fees</b>	<b>114,988.25</b>	<b>148,420.25</b>	<b>-33,432.00</b>	<b>77.5%</b>
630 · Consultants				
630.01 · Grant Preparation	2,834.50			
<b>Total 630 · Consultants</b>	<b>2,834.50</b>			
640.01 · Membership dues	2,601.00	3,000.00	-399.00	86.7%
650.01 · Insurance	5,224.27	6,000.00	-775.73	87.1%
660 · General & Administrative Costs				
660.05 · Office Supplies	62.53			
660.07 · Bank Charges	40.00			
<b>Total 660 · General &amp; Administrative Costs</b>	<b>102.53</b>			
<b>Total Expense</b>	<b>277,777.39</b>	<b>1,351,248.25</b>	<b>-1,073,470.86</b>	<b>20.6%</b>
<b>Net Ordinary Income</b>	<b>2,032,160.59</b>	<b>638,121.75</b>	<b>1,394,038.84</b>	<b>318.5%</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
900.01 · Capital Expenditures-Equipment	0.00	35,360.00	-35,360.00	0.0%
900.03 · Capital Exptures - Improvements	248,526.75			
900.90 · Capital Projects Admin Costs	0.00	40,000.00	-40,000.00	0.0%
960.00 · Debt Payments				
960.1 · Debt Principal	193,556.20	96,756.00	96,800.20	200.0%
960.2 · Interest Expense	71,405.80	35,725.00	35,680.80	199.9%
<b>Total 960.00 · Debt Payments</b>	<b>264,962.00</b>	<b>132,481.00</b>	<b>132,481.00</b>	<b>200.0%</b>
<b>Total Other Expense</b>	<b>513,488.75</b>	<b>207,841.00</b>	<b>305,647.75</b>	<b>247.1%</b>
<b>Net Other Income</b>	<b>-513,488.75</b>	<b>-207,841.00</b>	<b>-305,647.75</b>	<b>247.1%</b>
<b>Net Income</b>	<b>1,518,671.84</b>	<b>430,280.75</b>	<b>1,088,391.09</b>	<b>352.9%</b>



**ROOT CREEK WATER DISTRICT**  
**A/R Aging Summary**  
**As of September 30, 2024**

	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	438.18	0.00	863.38	0.00	42,954.21	44,255.77
ALW Enterprise, Inc.	0.00	0.00	0.00	0.00	-1,202.15	-1,202.15
Brockman Farming, Inc.	0.00	0.00	0.00	0.00	-2.00	-2.00
Browning Contractors Inc.	0.00	889.98	0.00	0.00	0.00	889.98
Jaghlastian Moses & Seta TR	863.54	0.00	1,701.52	0.00	84,653.37	87,218.43
Jaghlastian Moses & Seta Trustee	640.66	0.00	1,262.36	0.00	62,803.67	64,706.69
Lennar Homes of California Inc.	0.00	1,627,981.00	0.00	54,756.76	26,714.29	1,709,452.05
Lion Alfred JR Trustee	743.57	0.00	1,465.11	0.00	72,891.26	75,099.94
Lion Daniel A & Jacqueline Trustee-ETAL	34.04	0.00	67.08	0.00	3,337.30	3,438.42
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
Main Ranch Partners	0.00	7,912.97	0.00	0.00	0.00	7,912.97
Mesa Asset Management LLC TR	0.00	0.00	0.00	0.00	0.00	0.00
Moses Jaghlastian / Seta Trs	2,144.51	0.00	4,225.52	0.00	210,225.18	216,595.21
Riverstone Development LLC	0.00	472,517.00	0.00	0.00	0.00	472,517.00
Riverstone Farms	0.00	37,460.74	0.00	0.00	0.00	37,460.74
San Joaquin River Ranch LLC	0.00	227,280.26	0.00	0.00	0.00	227,280.26
Utility Billing Customer	24,153.81	100,517.06	0.00	0.00	0.00	124,670.87
W A Allen	0.00	0.00	0.00	0.00	0.96	0.96
Wathen Castanos Homes	0.00	46,898.00	0.00	0.00	4,600.00	51,498.00
Wilson Homes, Inc.	0.00	0.91	0.00	0.00	0.00	0.91
Woodside Homes	0.00	46,898.00	46,898.00	46,898.00	173,392.13	314,086.13
<b>TOTAL</b>	<b>29,018.31</b>	<b>2,568,355.92</b>	<b>56,482.97</b>	<b>101,654.76</b>	<b>687,931.38</b>	<b>3,443,443.34</b>



## PAYMENT PLAN AGREEMENT

**Customer Name:** YESENIA TUBBS

**Property Address:** 515 FORESTER LANE S

**Account No:** R10400.03      **Date:** 11/1/24

**Current Account Balance:** 1520.040

**Initial Payment:** \$600      **Date Paid:** 11/1/24

**Payment Arrangement Description:** PAY FULL SEPT 2024 BALANCE OF \$645.40 BY DEC 31 2024

I, YESENIA TUBBS ("customer"), agree and acknowledge to make final payment of \$645.40 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.

YESENIA TUBBS  
YESENIA TUBBS (Nov 1, 2024 10:23 PDT)

Customer Signature

Nov 1, 2024

Date

### FOR INTERNAL USE BY ROOT CREEK WATER DISTRICT

Approved By: [Signature]

Date Approved: 11/1/2024

PA #: 2024-3

Comments: \_\_\_\_\_







# RCWD PAYMENT PLAN AGREEMENT - R10400.03

Final Audit Report

2024-11-01

Created:	2024-11-01
By:	Liz Yang (liz@bakmanwater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8FJjqkAJpi85zG-BzOGABg478ZihI2L-

## "RCWD PAYMENT PLAN AGREEMENT - R10400.03" History

-  Document created by Liz Yang (liz@bakmanwater.com)  
2024-11-01 - 5:13:33 PM GMT- IP address: 74.93.163.177
-  Document emailed to yeseniaturbs@yahoo.com for signature  
2024-11-01 - 5:14:06 PM GMT
-  Email viewed by yeseniaturbs@yahoo.com  
2024-11-01 - 5:22:47 PM GMT- IP address: 69.147.89.136
-  Signer yeseniaturbs@yahoo.com entered name at signing as YESENIA TUBBS  
2024-11-01 - 5:23:39 PM GMT- IP address: 73.12.212.60
-  Document e-signed by YESENIA TUBBS (yeseniaturbs@yahoo.com)  
Signature Date: 2024-11-01 - 5:23:41 PM GMT - Time Source: server- IP address: 73.12.212.60
-  Agreement completed.  
2024-11-01 - 5:23:41 PM GMT



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

**NOTICE TO PROPERTY OWNERS OF  
 PUBLIC HEARING  
 November 18, 2024 at 11:00 am  
 ON PROPOSED  
 2025 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 for years following 2025 are excerpted from the 2022 Municipal Rate Study for informational purposes only and will require board approval at a public hearing to be adopted.*

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., and Table 4., and are the estimated costs to provide services.

**Table 1: Proposed 2025 Municipal Bimonthly Rate Charges – Effective January 1, 2025**

Category	January 1, 2025	January 1, 2026
<b>Municipal Water Service</b>		
<i>Residential Volume Rates (\$/CCF)</i>		
Tier 1: 0 to 20 CCF	\$3.35	\$3.62
Tier 2: over 20 CCF	\$4.91	\$5.30
<i>Non-residential Volume Rate (\$/CCF)</i>		
Commercial	\$3.92	\$4.23
Irrigation	\$4.00	\$4.32
<i>Meter Fees</i>		
1"	\$79.96	\$86.36
1.5"	\$79.96	\$86.36
2"	\$127.94	\$138.18
3"	\$255.87	\$276.35
4"	\$399.80	\$431.80
6"	\$799.60	\$863.60
<b>Municipal Sewer Service</b>		
Per Dwelling Unit	\$117.19	\$140.63
<b>Municipal Storm Drain Service</b>		
Per Dwelling Unit	\$17.49	\$20.11

**Table 2: Proposed 2025 Volume Rates – Drought Conditions – Effective January 1, 2025**

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

**Table 3: Proposed 2025 Connection Fees – Effective January 1, 2025**

Water	Average Density (dwellings/ac)	Low Range (lots/acre)	High Range (lots/acre)	Water Fee per dwelling unit
Ultra Low	1	0	1.70	39,543.00
Very Low	2.00	1.70	2.50	19,709.00
Low	3.00	2.50	3.50	12,589.00
Medium Low	4.00	3.50	4.50	9,410.00
Medium	5.00	4.50	6.00	7,503.00
Medium High	10.00	6.00	9.00	4,909.00
High	12.00	9.00	15.00	5,214.00
Very High	20.00	15.00		3,879.00

Storm Water	Runoff Coefficient	Average Density (dwellings/ac)	Low Range (lots/acre)	Storm Water Fee per dwelling unit
Ultra Low	0.30	0.85	0	8,515
Very Low	0.35	2.00	1.70	4,967
Low	0.40	3.00	2.50	3,784
Medium Low	0.42	4.00	3.50	2,980
Medium	0.45	5.25	4.50	2,554
Medium High	0.55	10.00	6.00	1,561
High	0.65	20.00	9.00	922
Very High	0.80	20.00	15.00	1,135

Wastewater	Wastewater Fee per dwelling unit
Residential	\$13,607

**Table 4: Proposed 2025 Agricultural Water Rates – Effective January 1, 2025**

Category		January 1, 2025	January 1, 2026	January 1, 2027
Groundwater Recharge Fee	(\$/acre foot)	\$135.17	\$142.32	\$149.91
Surface Water Fee	(\$/acre foot)	\$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 [admin@rootcreekwd.com](mailto:admin@rootcreekwd.com). 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 18, 2024 beginning at 11:00 a.m.* at the Lodge at Riverstone located at 370 Lodge Road South, Madera, CA 93636.



Scope # 10262A

11/1/2024

Root Creek Water District  
PO Box 27950  
Fresno, CA 93729  
ATTN: Julia Stornetta

At this time, Industrial Control and Design, Inc. is pleased to submit for your review and approval its proposal to provide a dedicated SCADA system for the new Water Treatment Plant (WTP) at Root Creek.

## I. Referenced Information

- A. (Exhibit 1) Notes from On-site meeting on 10/10/24 attended by Brandon Stipe, Cody Bergen, Steve Spencer, Ben Crawford, Keith Mortensen, Chris Krohn, and Mark Giltmier.
- B. (Exhibit 2) (Exhibit 1) Plans (*2024 06 03 Well 5 and Booster Pump Station Integration.pdf*)
- C. (Exhibit 3) Memo (*2024 07 19 Well 5 and Booster Pump Integration Project.pdf*)
- D. (Exhibit 4) Groundwater Blending and Arsenic Treatment Plans (*8774 WTP.pdf*)
- E. (Exhibit 5) ICAD Rate Sheet.

## II. Scope of Proposal

- A. Furnish, configure, and install Root Creek WTP SCADA server/historian, network hardware, & software.
- B. Program, test, and commission new WTP SCADA.
- C. Remove Well 1 ,2, 5, & WSS screens, alarms, reports, etc. from old SCADA application. All WWTP functionality, system control, and status reporting to remain in old SCADA application.

## III. Materials Provided

- A. WTP
  1. Rack mounted SCADA server/historian workstation w/ monitor, keyboard, and mouse.
  2. Rack mounted router/firewall for remote site comms.
  3. Ignition SCADA software package w/ mobile device support.
- B. Well 1
  1. Control circuit protection as required.
  2. DC power supply.
  3. Fiber patch panel, w/ patch cables.
  4. Ethernet switch w/ fiber optic transceiver.
  5. Misc terminal, blocks, control relays, wire duct, DIN rail, etc. as required.
- C. Well 2
  1. Control circuit protection as required.
  2. DC power supply.

3. Fiber patch panel, w/ patch cables.
  4. Ethernet switch w/ fiber optic transceiver.
  5. Misc terminal, blocks, control relays, wire duct, DIN rail, etc. as required.
- D. Well 277
1. Control circuit protection as required.
  2. DC power supply.
  3. Fiber patch panel, w/ patch cables.
  4. Ethernet switch w/ fiber optic transceiver.
  5. Misc terminal, blocks, control relays, wire duct, DIN rail, etc. as required.

#### **IV. Services Provided**

- A. Control System Engineering consisting of:
1. As-built engineering package consisting of:
    - a) Updated as-built drawings for WTP, Well 1, 2, 5, 277, & WSS. (1 Hardcopy)
- B. SCADA Programming consisting of:
1. ICAD standard programming package consisting of the following:
    - a) Overview screen(s) w/ process flow diagrams for WTP, Wells 1, 2, 5, 277, & WSS.
    - b) Popup on-screen HOA control of each motor.
    - c) Active alarm summary and alarm history screens.
    - d) Alarming for all motors and I/O as applicable.
    - e) Alarm dialer setup.
    - f) Historizing, trending, & reporting to match current SCADA functionality.
    - g) Removal of old SCADA functionality that is being moved to new SCADA system.
  2. Any specific customer programming requirements must be listed in writing within this scope. Otherwise, ICAD will provide programming in accordance with their best practices.
- C. Panel Assembly consisting of:
1. Install/integrate all panel mounted control components as defined in "Section III. Materials Provided."
  2. All control panels will be constructed in accordance with the National Electrical Code (NEC) standard and sound engineering principles.
- D. Factory Acceptance Testing:
1. The system components will undergo the FAT process at ICAD's shop with the customer or authorized representative to ensure that it complies with the engineering and design specification defined in this quote.
  2. Not all field conditions, inputs, or outputs can be duplicated during the factory acceptance test, but all efforts will be made to create a reasonable simulation.
  3. Customer approval and sign-off are required upon successful completion of factory acceptance testing.
- E. Onsite Startup Services:
1. The cost allowance for an onsite startup, debugging, and training of the programming provided by ICAD has been budgeted into this proposal at (80) man-hours. This does not include any overtime or off-schedule hours. Any additional time beyond the budgeted man-hours will be charged at \$185 per hour, port-to-port plus travel expenses at a 15% margin.



2. Onsite startup initial debug can only be started once all the field wiring has been completed and tested. An electrician and/or a highly qualified technician and operator will be required during this time.
3. The cost for any delays in startup due to equipment malfunctions, installation delays, project scheduling, delays in production, instrumentation by others, etc., will be in addition to this quotation.

## **V. Project Assumptions**

- A. All information referenced in "Section I. Referenced Information" of this document is assumed to be accurate and complete. Any costs, delays, or rework required based on incomplete or inaccurate information will be in addition to this proposal.
- B. Prior to startup, it will be the responsibility of the customer to test and confirm all I/O wiring and all communication networks to ensure their compliance with design and/or manufacturer specifications.
- C. Any I/O requirement not identified within the scope of this proposal will be considered a change order.
- D. It is assumed that there will be adequate enclosure space for the addition of the specified components within the scope of this proposal.
- E. Because of the obvious discrepancies within the referenced materials provided for this quotation, ICAD qualifies this proposal on the assumption that it will provide a complete and functional system based on its understanding of the specification. The costs for requirements of the system that are not specific, left to interpretation, or interoperated separately due to conflicting information within the bid documents will be in addition to this proposal.
- F. It is the customer's responsibility to perform a risk assessment on any machinery controlled by this system. The controls provided as part of this package are not certified to any specific safety level or category.
- G. All engineering, programming, and screen layouts submitted to the customer for approval will be limited to the initial revision. Additional revisions will be considered a change order.

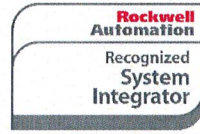
## **VI. Not Provided**

- A. Prevailing Wage.
- B. O&M Manuals.
- C. Hard Copies of submittals and O&M manuals. Only digital copies will be provided.
- D. Field installation and wiring.
- E. Any additional system control functionality.
- F. Any field-mounted sensors, switches, encoders, or other devices unless specifically listed within this quotation.
- G. Control or communication to any additional devices or controllers.
- H. Overtime.
- I. Outbound freight, freight insurance, and/or packaging for shipment.
- J. Sales tax.
- K. Wireless and/or remote connectivity data/services plan.
- L. Database subscriptions or licenses.

## VII. Benefits of an ICAD-Provided System

A. ICAD is an authorized:

Rockwell Automation  
"Recognized Systems  
Integrator"



Inductive Automation  
"Certified Integrator"



CSIA Certified



Certified UL 508A panel shop



- B. All design and programming are non-proprietary, with copies given to the customer.
- C. ICAD has technical staff available 24/7 for your emergency needs.

*This document and the information contained within are considered the intellectual property of Industrial Control and Design, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Industrial Control and Design, Inc.*

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,

*Chris Krohn*

Chris Krohn



# T&M ESTIMATE

T&M ESTIMATE # 10262A  
11/1/2024

<b>Bill:</b>	Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta	<b>Ship:</b>	Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta
Item#	Description	Total Non-Taxable	Total Taxable
1	Provide hardware, software and services in accordance with scope 10262A.	\$103,477.05	\$83,829.41
2			
3			
4			
5			
<b>Payment Terms:</b>		=====	=====
T&M Billed Monthly (Net 30)		\$103,477.05	\$83,829.41
		Total Before Tax	\$187,306.46
		Tax (8.35%)	\$6,999.76
		Total With Tax	\$194,306.22

**Conditions:**

- \_\_\_\_\_ (initial) NO SOLICITATION OR HIRING. Buyer shall not solicit for employment any person employed by Seller for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one time the employee's annualized salary.
- Outbound freight from our facility to the customer is not included and will be added to the total cost if applicable.
- This quote is based on the current costs of equipment and materials. After acceptance of this quote, any cost increases due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- This quote expires 30 calendar days after the proposal date.
- Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc., will be in addition to this quotation.
- All work will be performed during ICAD's standard working hours. The buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of the existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without ICAD's written permission.

*This T&M estimate constitutes an offer to sell which expressly limits acceptance to Seller's Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. By signing this agreement, Buyer approves of proceeding on a T&M basis and agrees to pay in accordance with attached Standard Rate Sheet. As this is an estimate only, actual costs may be higher or lower than that here. Buyer will be contacted for approval if costs will go higher than estimated in this Agreement. Subject to Buyer's credit worthiness, and signed return of this form with a Purchase Order number.*

<b>Buyer:</b> Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta	By: _____ Date: _____ PO#: _____	<b>Seller:</b> Industrial Control & Design Inc. 520 Park Creek Dr. Clovis, CA 93611	By: Date: 11/1/2024
---	--	---	------------------------

# Standard Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of, or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

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

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

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

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



Scope # 10308A

11/1/2024

Root Creek Water District  
PO Box 27950  
Fresno, CA 93729  
ATTN: Julia Stornetta

At this time, Industrial Control and Design, Inc. is pleased to submit for your review and approval its proposal to provide Well 5 & WSS (Booster Site) improvements.

## I. Referenced Information

- A. (Exhibit 1) Plans (*2024 06 03 Well 5 and Booster Pump Station Integration.pdf*)
- B. (Exhibit 2) Memo (*2024 07 19 Well 5 and Booster Pump Integration Project.pdf*)
- C. (Exhibit 3) ICAD Rate Sheet.

## II. Scope of Proposal

- A. Connect Well 5 & WSS (Booster Site) sites via fiber optic communications line(i.e. 12 str, single-mode) per Exhibit 1 via (2) underground conduits and distributed pull boxes over distance of 1500’.
- B. Provide installation, power, and communications to new customers provided Cla-valve controller per Exhibit 1.
- C. Install electrical signal wiring from new valve controller to new fill valve field instruments via existing conduit per Exhibit 1.
- D. Provide signal wiring to new tank field devices (i.e. (2) float switches, (1) hatch witch) per Exhibit 1.
- E. Add communications hardware and modify respective site electrical controls sections as required per Exhibit 1 to integrate site comms over fiber optic comms with redundant ISPs at WSS (Booster Site).
- F. Modify WSS (Booster Site) control circuit protection to provide dedicated pump permissive field device electrical protection.
- G. Remove pipe supports per Exhibit 1.
- H. Modify Well 1, 2, 5 & WSS (Booster Site) site controls programming (i.e. PLC logic, HMI graphics, and SCADA graphics) respectively to facilitate new operational functionality and device control/status reporting per Exhibit 2.
- I. Produce As-built electrical documentation detailing all respective site electrical controls and network modifications.
- J. Furnish and install instrumentation listed in section III. Materials Provided C.

## III. Job Specifications

- A. Material specifications are as follows:

1. Below ground – PVC conduit with insulated GRC transitions wherein contact with concrete.
2. Above ground – GRC and appropriate fittings, NEMA 4 or 12 (a wet area or dry area) mild steel enclosures.

#### **IV. Materials Provided**

- A. Well 5
  1. Control circuit protection as required.
  2. DC power supply.
  3. Fiber patch panel, w/ patch cables.
  4. Ethernet switch w/ fiber optic transceiver.
  5. Misc terminal, blocks, control relays, wire duct, DIN rail, etc. as required.
- B. WSS (Booster Site).
  1. Control circuit protection as required.
  2. DC power supply.
  3. Ethernet gateway for Cla-valve controller.
  4. Fiber patch panel, w/ patch cables.
  5. Comcast compatible modem.
  6. Ethernet router/switch w/ fiber optic transceiver.
  7. Misc terminal, blocks, control relays, wire duct, DIN rail, etc. as required.
- C. Selected Field Devices.
  1. (2) Level Switches
  2. (1) Lid Switch

#### **V. Services Provided**

- A. Control System Engineering consisting of:
  1. As-built engineering package consisting of:
    - a) Updated as-built drawings for Well 5 & WSS. (1 Hardcopy)
- B. HMI/SCADA/PLC Programming consisting of:
  1. Modifications as necessary to comply with the customer's approved sequence of operations.
  2. Any specific customer programming requirements must be listed in writing within this scope. Otherwise, ICAD will provide programming in accordance with their best practices.
- C. Panel Assembly consisting of:
  1. Install/integrate all panel mounted control components as defined in "Section IV. Materials Provided."
  2. All control panels will be constructed in accordance with the National Electrical Code (NEC) standard and sound engineering principles.
- D. Factory Acceptance Testing:
  1. The system components will undergo the FAT process at ICAD's shop with the customer or authorized representative to ensure that it complies with the engineering and design specification defined in this quote.
  2. Not all field conditions, inputs, or outputs can be duplicated during the factory acceptance test, but all efforts will be made to create a reasonable simulation.

3. Customer approval and sign-off are required upon successful completion of factory acceptance testing.
- E. Electrical construction services to be provided by Lighthouse Electrical (LEI).
- F. Onsite Startup Services:
  1. The cost allowance for an onsite startup, debugging, and training of the programming provided by ICAD has been budgeted into this proposal at (40) man-hours. This does not include any overtime or off-schedule hours. Any additional time beyond the budgeted man-hours will be charged at \$185 per hour, port-to-port plus travel expenses at a 15% margin.
  2. Onsite startup initial debug can only be started once all the field wiring has been completed and tested. An electrician and/or a highly qualified technician and operator will be required during this time.
  3. The cost for any delays in startup due to equipment malfunctions, installation delays, project scheduling, delays in production, instrumentation by others, etc., will be in addition to this quotation.

## **VI. Project Assumptions**

- A. All information referenced in "Section I. Referenced Information" of this document is assumed to be accurate and complete. Any costs, delays, or rework required based on incomplete or inaccurate information will be in addition to this proposal.
- B. Prior to startup, it will be the responsibility of the customer to test and confirm all I/O wiring and all communication networks to ensure their compliance with design and/or manufacturer specifications.
- C. Any I/O requirement not identified within the scope of this proposal will be considered a change order.
- D. It is assumed that there will be adequate enclosure space for the addition of the specified components within the scope of this proposal.
- E. Because of the obvious discrepancies within the referenced materials provided for this quotation, ICAD qualifies this proposal on the assumption that it will provide a complete and functional system based on its understanding of the specification. The costs for requirements of the system that are not specific, left to interpretation, or interoperated separately due to conflicting information within the bid documents will be in addition to this proposal.
- F. The 2017 NEC requires that the available fault current be listed on service entrances. Calculation of this fault current is not included in this quotation.
- G. It is the customer's responsibility to perform a risk assessment on any machinery controlled by this system. The controls provided as part of this package are not certified to any specific safety level or category.
- H. It is the customer's responsibility to calculate the available fault current of the system feeding ICAD-provided equipment and verify that the fault current rating of devices provided by ICAD is acceptable. If requested, these services can be provided by ICAD as a change order.
- I. All engineering, programming, and screen layouts submitted to the customer for approval will be limited to the initial revision. Additional revisions will be considered a change order.

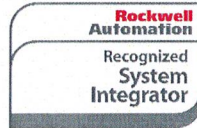
## VII. Not Provided

- A. O&M Manuals.
- B. Hard Copies of submittals and O&M manuals. Only digital copies will be provided.
- C. Any additional system control functionality.
- D. Any field-mounted sensors, switches, encoders, or other devices unless specifically listed within this quotation.
- E. Control or communication to any additional devices or controllers.
- F. Overtime.
- G. Outbound freight, freight insurance, and/or packaging for shipment.
- H. Sales tax.
- I. Concrete encasement for underground conduits or sand.
- J. Compaction testing.
- K. Wireless and/or remote connectivity data/services plan.
- L. Database subscriptions or licenses.

## VIII. Benefits of an ICAD-Provided System

- A. ICAD is an authorized:

Rockwell Automation  
"Recognized Systems  
Integrator"



Inductive Automation  
"Certified Integrator"



CSIA Certified



Certified UL 508A panel shop



- B. All design and programming are non-proprietary, with copies given to the customer.
- C. ICAD has technical staff available 24/7 for your emergency needs.

*This document and the information contained within are considered the intellectual property of Industrial Control and Design, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Industrial Control and Design, Inc.*

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,

*Chris Krohn*

Chris Krohn





# T&M ESTIMATE


T&M ESTIMATE # 10308A  
11/1/2024

<b>Bill:</b>	Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta	<b>Ship:</b>	Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta
Item#	Description	Total Non-Taxable	Total Taxable
1	Controls engineering, documentation, programming/configuration, & associated hardware.	\$58,250.50	\$18,586.29
2	Electrical construction services.	\$213,270.00	
3	System startup & testing.	\$8,065.00	
4			
5			
<b>Payment Terms:</b>		=====	=====
T&M billed monthly (Net 30)		\$279,585.50	\$18,586.29
		Total Before Tax	\$298,171.79
		Tax (8.35%)	\$1,551.96
		Total With Tax	\$299,723.75

**Conditions:**

- \_\_\_\_\_ (initial) NO SOLICITATION OR HIRING. Buyer shall not solicit for employment any person employed by Seller for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one time the employee's annualized salary.
- Outbound freight from our facility to the customer is not included and will be added to the total cost if applicable.
- This quote is based on the current costs of equipment and materials. After acceptance of this quote, any cost increases due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- This quote expires 30 calendar days after the proposal date.
- Any standby time due to equipment malfunction, project scheduling, equipment or materials provided by others, etc., will be in addition to this quotation.
- All work will be performed during ICAD's standard working hours. The buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of the existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without ICAD's written permission.

*This T&M estimate constitutes an offer to sell which expressly limits acceptance to Seller's Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. By signing this agreement, Buyer approves of proceeding on a T&M basis and agrees to pay in accordance with attached Standard Rate Sheet. As this is an estimate only, actual costs may be higher or lower than that here. Buyer will be contacted for approval if costs will go higher than estimated in this Agreement. Subject to Buyer's credit worthiness, and signed return of this form with a Purchase Order number.*

<b>Buyer:</b> Root Creek Water District PO Box 27950 Fresno, CA 93729 ATTN: Julia Stornetta	By: _____ Date: _____ PO#: _____	<b>Seller:</b> Industrial Control & Design Inc. 520 Park Creek Dr. Clovis, CA 93611	By:  Date: 11/1/2024
---	--	--	--

# Standard Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of, or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

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

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

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

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



## October 2024 Operational Report

Water Meter Connections:	Sep	Oct
Residential	2,258	2,326
Model Homes	26	26
Commercial	15	15
Irrigation	89	89
Agriculture	5	5
Well Sites	6	6
<b>Total</b>	<b>2,399</b>	<b>2,467</b>

Billed	Sep	Oct	Sum
Residential	1,135	970	2,105
Builder	201	1	202
Models	23	0	23
Commercial	0	15	15
Landscape Irr.	89	0	89
<b>Total</b>	<b>1,448</b>	<b>986</b>	<b>2,434</b>

### System Operating Pressure: (psi)

	Sep	Oct
High:	62	62
Low:	40	26
Avg:	52	47

Well Production: (Gallons)			kWh		Gallons per kWh	
	Sep	Oct	Sep	Oct	Sep	Oct
Well # 1	4,136,000	0	13,974	1,186	296	0
Well # 2	17,202,000	9,896,000	53,846	39,158	319	253
Well # 5	19,539,000	24,572,000	52,000	67,796	376	362
<b>Total</b>	<b>40,877,000</b>	<b>34,468,000</b>	<b>113,383</b>	<b>108,140</b>		

Water Deliveries:	Sep	Oct
Municipal	19,059,693	19,046,324
Landscape Irrigation	9,057,010	7,198,004
Commercial	1,901,487	1,115,268
Flushing Hydrants	440,640	4,407,057
Construction	1,596,980	637,820
Other*	23,890	
<b>Total</b>	<b>32,079,700</b>	<b>32,404,473</b>

Waste Water: (Gallons)			kWh		Gallons per kWh	
	Sep	Oct	Sep	Oct	Sep	Oct
Volume treated	8,802,947	10,039,337	88,605	85,539	99	117
Average daily volume	283,966	323,850				

Waste Water:	Sep	Oct
Peak Day Flow: (Gallons)	403,699	385,191



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

Special Tax & Bond Accountability Report  
Fiscal Year 2023/2024

KOPPEL & GRUBER  
PUBLIC FINANCE

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

## 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, 2024 pursuant to and in accordance with the requirements outlined in the Accountability Act.

# Section II. Community Facilities District No. 2016-1 and Bond Overview

---

## 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
<b>Total</b>	<b>\$85,000,000</b>

## 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

## Section III. Collection of Special Taxes & Expenditures

---

### 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, 2023 through June 30, 2024.

<b>District Fund</b>	
<b>Description</b>	<b>Amount</b>
<b>Beginning Balance as of July 1, 2023</b>	<b>\$1,261,643.90</b>
<b>Sources of Funds</b>	
Special Tax Collections	\$1,293,014.68
Interest Earnings	31,454.02
<b>Subtotal Sources of Funds</b>	<b>\$1,324,468.70</b>
<b>Uses of Funds</b>	
Administrative Expenses <sup>1</sup>	(\$97,622.52)
Facilities Costs	(0.00)
Misc. Transfer	(0.00)
<b>Subtotal Uses of Funds</b>	<b>(\$97,622.52)</b>
<b>Ending Balance as of June 30, 2024</b>	<b>\$2,488,490.08</b>

<sup>1</sup> \$50,000 was reimbursement for Administrative Expenses in FY 2021/2022 and FY 2022/2023



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, 2024.

<b>Special Tax Funds</b>			
Description	2021A IA No. 1 Special Tax Fund	2021A IA No. 2 Special Tax Fund	2023 IA No. 2 Special Tax Fund
<b>Beginning Balance as of July 1, 2023</b>	<b>\$0.03</b>	<b>\$0.01</b>	<b>\$0.00</b>
<b>Sources of Funds</b>			
Special Tax Collections	\$339,524.89	\$146,737.50	\$416,188.88
Interest Earnings	0.06	0.04	0.05
Miscellaneous Transfers <sup>1</sup>	0.02	0.00	0.00
<b>Subtotal Sources of Funds</b>	<b>\$339,524.97</b>	<b>\$146,737.54</b>	<b>\$416,188.93</b>
<b>Uses of Funds</b>			
Administrative Expenses	(\$0.00)	(\$0.00)	\$0.00
Debt Service Payments	(339,525.00)	(146,737.50)	(416,188.88)
Transfers to Surplus Fund	(0.00)	(0.00)	(0.00)
Miscellaneous Transfers <sup>1</sup>	(0.00)	(0.00)	(0.00)
<b>Subtotal Uses of Funds</b>	<b>(\$339,525.00)</b>	<b>(\$146,737.50)</b>	<b>(\$416,188.88)</b>
<b>Ending Balance as of June 30, 2024</b>	<b>\$0.00</b>	<b>\$0.05</b>	<b>\$0.05</b>

## Section IV. Project Status and Bond Proceeds and Expenditures

### 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/discounts<sup>1</sup> and/or net issue premiums/discounts.<sup>2</sup>

<b>Bond Proceeds</b>	
<b>Fund/Account/Subaccount</b>	<b>Bond Proceeds</b>
<b>Improvement Area No. 1 -Series 2021 Bonds</b>	
Project Account	\$5,888,800.16
Cost of Issuance Account	\$173,615.25
Interest Account	\$56,786.94
Reserve Account	\$345,000.00
<b>Total</b>	<b>\$6,464,202.35</b>
<b>Improvement Area No. 2 -Series 2021 Bonds</b>	
Project Account	\$2,506,189.81
Cost of Issuance Account	\$76,384.75
Interest Account	\$23,254.34
Reserve Account	\$148,462.50
<b>Total</b>	<b>\$2,754,291.40</b>
<b>Improvement Area No. 2 -Series 2023 Bonds</b>	
Project Account	\$9,065,796.82
Cost of Issuance Account	\$215,000.00
Reserve Account	\$643,695.08
<b>Total</b>	<b>\$9,924,491.90</b>

<sup>1</sup> 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.

<sup>2</sup> 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 Funds**

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, 2024. The acquisition and construction of the authorized facilities is ongoing.

<b>Construction/Project Funds</b>			
<b>Description</b>	<b>2021A IA No. 1 Project Fund</b>	<b>2021A IA No. 2 Project Fund</b>	<b>2023 IA No. 2 Project Fund</b>
<b>Beginning Balance as of July 1, 2023</b>	<b>\$12,252.78</b>	<b>\$1,437.20</b>	<b>\$9,065,796.82</b>
<b>Sources of Funds</b>			
Bond proceeds deposited	\$0.00	\$0.00	\$0.00
Interest Earnings	0.63	0.12	373.84
Transfers from Reserve Fund (excess earnings)	17.29	6.79	0.00
Miscellaneous Transfers In	0.00	0.00	0.00
<b>Subtotal Sources of Funds</b>	<b>\$17.92</b>	<b>\$6.91</b>	<b>\$373.84</b>
<b>Uses of Funds</b>			
Facilities Costs <sup>1</sup>	(\$0.00)	(\$0.00)	(\$9,066,158.24)
Miscellaneous Transfers Out <sup>2</sup>	(12,270.70)	(1,444.11)	(0.00)
<b>Subtotal Uses of Funds</b>	<b>(\$12,270.70)</b>	<b>(\$1,444.11)</b>	<b>(\$9,066,158.24)</b>
<b>Ending Balance as of June 30, 2024</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12.42</b>

<sup>1</sup> Construction/Project Funds transferred for Facilities.

<sup>2</sup> Construction/Project Funds transferred to Principal Accounts.