

AGREEMENT NO. 25-___

(First Amendment to Loan Agreement No. 23-139 between the County of Yolo and the Madison Community Services District for the Madison Community Drinking Water Rehabilitation Project)

THIS FIRST AMENDMENT to Agreement 23-139 for is entered into this 26th day of August, 2025, by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Madison Community Services District, formed and operating under Community Services District Law (Government Code §§ 61000 et seq.) (“Madison CSD”).

Recitals

WHEREAS, Madison CSD manages and maintains the water system and the sewer system around the community of Madison; and

WHEREAS, the Madison CSD was awarded a grant from the California Department of Water Resources (“DWR”) in the amount of \$3,843,706 (“DWR Grant”); and

WHEREAS, the DWR Grant funds to be received will be used for the Madison Community Drinking Water Rehabilitation Project (“the Project”), which involves the replacement of existing leaking water distribution system pipelines and rehabilitating the existing well to ensure the community has reliable water supply during current and future droughts; and

WHEREAS, the Project requires Madison CSD to expend significant sums and seek reimbursement from DWR and, in order to properly manage cashflow, Madison CSD requested a line of credit from the County; and

WHEREAS, on June 27, 2023, the County and Madison CSD entered into Loan Agreement No. 23-139 whereby the County provided a line of credit for Madison CSD in the principal amount of \$500,000.00 with a Maturity Date of December 31, 2024; and

WHEREAS, on October 13, 2023, Madison CSD drew upon the line of credit in the amount of \$200,000; and

WHEREAS, challenges with Project design have resulted in a delay in the timeline for construction beyond what was originally anticipated, and beyond the loan Maturity Date of December 31, 2024; and

WHEREAS, the County and Madison CSD wish to amend the Loan Agreement to extend the Maturity Date in order to allow sufficient time for construction of the Project to be completed, currently estimated for early 2026;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section 1 of Agreement No. 23-139 is amended to extend the Maturity Date and shall read in full as follows:

1. Loan

County establishes a line of credit (the "Loan" for Madison CSD in the principle amount of \$500,000.00 (the "Principal Amount") until December 31, 2026 (the "Maturity Date"). The County's Chief Financial Officer is further authorized to approve an increase to the Principal Amount by an additional \$250,000 if conditions warrant (a revised maximum Principal Amount of \$750,000) as determined in the Chief Financial Officer's sole discretion. If the option is exercised, the parties shall enter into a written amendment to this Agreement to reflect the increased Principal Amount.

2. Except as expressly amended herein, Agreement No. 23-139 remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first set forth above.

DISTRICT

Madison Community Services District

By: _____
Leo Refsland, General Manager

Approved as to Form:
Barth Daly, LLP

By: _____
Tom Barth, District Counsel

COUNTY OF YOLO

By: _____
Mary Vixie Sandy, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By:  _____
Philip Pogledich, County Counsel