

## **AGENDA REGULAR BOARD MEETING**

**FAIR OAKS WATER DISTRICT OFFICE  
10326 FAIR OAKS BLVD, FAIR OAKS  
JUNE 17, 2024  
6:30 PM**

*The Board of Directors of the Fair Oaks Water District holds its Regular Board Meetings on the third Monday of each month at 6:30 p.m. The meetings are held at the District Offices located at 10326 Fair Oaks Blvd., Fair Oaks, CA 95628. The Board may discuss any item on the agenda and may act on any of those items.*

*The Board of Directors welcomes public participation in its meetings. Public comments relating to matters within jurisdiction of the District, and not included on the posted agenda, may be addressed under "public comment," both at the beginning and at the end of the meeting, subject to reasonable time limitations for each speaker. Please note that State law prevents the Board from discussing or acting on items not listed on the agenda. Public comments relating to matters listed on the agenda may be provided at the time when that agenda item is heard.*

*Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order. Items appearing on the Consent Calendar are considered routine and may be acted upon by the Board by one motion, without discussion; however, any item may be considered separately at the request of any Board member or any member of the public.*

*In compliance with the American with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Human Resource Administrator at (916) 967-5723. Requests must be made as early as possible, and at least one full business day before the start of the meeting.*

### **I. CALL TO ORDER**

### **II. PUBLIC COMMENT**

### **III. CONSENT CALENDAR**

1. Approval of Minutes
  - a. Regular Board Meeting of May 20, 2024
2. Accept and File Treasurer's Report for the month of May 2024
3. File Investment Report for the month of April 2024

4. Accept and File Financial Expense Report for the month of May 2024
5. Approval of Warrants
6. Approval of Cal-Card Statements for the month of May 2024
7. Approval of Board Expense Report for the month of May 2024

#### **IV. PRESENTATIONS AND CORRESPONDENCE**

1. None

#### **V. DISCUSSION AND ACTION ITEMS: OLD BUSINESS**

1. Update and discussion on the Transmission Pipeline Main Break at Pershing Avenue and Chestnut Avenue
2. Discussion and possible action on the selection of a consultant to provide professional design services for the Northridge Well Project
3. Update and discussion on the New York Well Project
4. Discussion and possible action on the New York Water Main Replacement Project Phase I
5. Discussion and possible action on reconciling the main replacement agreement between the FOWD and FORPD
6. Update and discussion on the proposed merger of the SJWD and SSWD

#### **VI. DISCUSSION AND ACTION ITEMS: NEW BUSINESS**

1. Discussion on FOWD Water Supply for the month of May 2024

#### **VII. UPCOMING EVENTS**

1. June 18, 2024 / SJWD Finance Committee Meeting / SJWD Office
2. June 24, 2024 / SJWD Engineering Committee Meeting / SJWD Office
3. June 25, 2024 / SJWD Joint Board Meeting with SSWD on proposed merger / SJWD Office
4. June 26, 2024 / SJWD Board Meeting / SJWD Office

#### **VIII. REPRESENTATIVE REPORTS**

1. Sacramento Groundwater Authority (SGA)
2. Regional Water Authority (RWA)
3. Sacramento Water Forum
4. Other

#### **IX. DIRECTORS' REPORTS & COMMENTS**

1. Budget Committee – (Sarkovich, Dolby)
2. Technical Advisory Committee – (Marx, Petersen)
3. Capital Improvement Committee – (Petersen, Dolby)
4. Personnel Committee – (McRae, Dolby)
5. Public Relations Committee – (McRae, Dolby)
6. FOWD and SJWD 2x2 Ad-Hoc Committee – (McRae, Petersen)
7. FOWD and CWD 2x2 Ad-Hoc Committee – (McRae, Marx)

8. Corporate Yard Ad-Hoc Committee – (Sarkovich, Petersen)

**X. GENERAL MANAGER'S REPORT**

1. Maintenance Work Report
2. Capital Projects Status Report
3. Authorizations of Additional Funding
4. Water Transfer Status Report
5. Claims Against District
6. Employee Update
7. Water Issues – Update on Regional Involvement
8. Other

**XI. PUBLIC COMMENT**

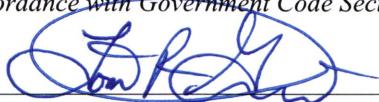
**XII. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54954 AND 54956**

1. Conference with legal counsel on existing litigation; Government Code Sections 54954.5 and 54956.9; Citrus Heights Water District & Fair Oaks Water District v. San Juan Water District
2. Conference on Anticipated Litigation; Government Code Section 54956.9(d) – two cases

**XIII. REPORT FROM CLOSED SESSION**

**XIV. PUBLIC COMMENT**

*I, Tom R. Gray, Secretary of the Fair Oaks Water District, do hereby certify that this agenda has been posted at 10326 Fair Oaks Blvd., Fair Oaks, California 72 hours prior to the regular meeting of the Board of Directors in accordance with Government Code Section 54950.5, the Ralph M. Brown Act.*



Tom R. Gray / Secretary  
General Manager

6-13-2024

Date

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.1a**

**Approval of Minutes of the Regular Board Meeting of May 20, 2024**



**AGENDA ITEM III.1a**  
Regular Board Meeting  
Unapproved Minutes  
May 20, 2024

**District Attendees**

Chris Petersen	President
Mark Dolby	Vice President
Randy Marx	Board Member
Michael McRae	Board Member
Misha Sarkovich	Board Member
Tom R. Gray	General Manager
Shawn Huckaby	Operations Manager
Chi Ha-Ly	Finance Manager
Paul Siebensohn	Technical Services Manager
Rebecca Simon	Human Resource Administrator
Nick Kepler	Operations Superintendent

**Other Attendees**

Paul Helliker	SJWD General Manager
Ali Cooper	Visitor

**Absent**

**AGENDA ITEMS**

**I. CALL TO ORDER**

- President Petersen called the meeting to order at 6:32 p.m.

**II. PUBLIC COMMENT**

- Visitor Cooper introduced himself and provided his feedback on the 25% water rate increase over three years and the construction of the Corporate Yard Project. He asked the Board to consider establishing a Citizen Oversight Committee.
- Director Sarkovich shared that there will be a workshop discussing the budget process to provide an opportunity for the public to participate.
- Director McRae stated that FOWD still offers the lowest water rates in comparison to nearby water agencies.
- SJWD General Manager Helliker stated that SJWD responded to FOWD's litigation regarding wholesale rates. He also provided a brief summary of the Water Bank Program Committee Meeting he attended.

### **III. CONSENT CALENDAR**

The following consent calendar items were considered and acted upon as follows:

1. Approval of Minutes
  - a. Regular Board Meeting of April 15, 2024
2. Accept and File Treasurer's Report for the month of April 2024
  - Director McRae inquired about the tarp expenses in the check register.
  - General Manager Gray explained that FOWD received a notice advising that they needed to be removed. A permit was obtained, and material was replaced to operate for the next few years.
3. File Investment Report for the month of March 2024
4. Accept and File Financial Expense Report for the month of April 2024
5. Approval of Warrants
6. Approval of Cal-Card Statements for the month of April 2024
7. Approval of Board Expense Report for the month of April 2024

Director Sarkovich moved to approve the consent calendar as presented.

Director McRae seconded the motion.

Motion carried with the following votes: Dolby – aye, Marx – aye, McRae – aye, Petersen – aye, and Sarkovich – aye.

### **IV. PRESENTATIONS AND CORRESPONDENCE**

1. None

### **V. DISCUSSION AND ACTION ITEMS: OLD BUSINESS**

1. **Discussion and possible action on the selection of a consultant to provide professional design services for the Northridge Well Project**
  - General Manager Gray shared staff's recommendation to hire KASL Consulting Engineers for this project.
  - General Manager Gray addressed questions and concerns from the Board.

Director Marx moved to approve the selection of a consultant to provide professional design services for the Northridge Well Project and directed General Manager Gray to open all three bids for negotiation purposes.

Director Dolby seconded the motion.

Motion carried with the following votes: Dolby – aye, Marx – aye and McRae – aye, Petersen – abstain, Sarkovich – abstain.

**2. Discussion and possible action on the New York Water Main Replacement Project**

- General Manager Gray shared the bid package for Phase I of the New York Main Replacement and presented staff's recommendation to obtain bids for the construction in accordance with the included schedule.
- The Board discussed the bid approach and process.

President Petersen moved to approve and direct General Manager Gray to obtain bids for the New York Water Main Replacement Project.

Director Sarkovich seconded the motion.

Motion carried with the following votes: Dolby – aye, Marx – aye, McRae – aye, Petersen – aye, and Sarkovich – aye.

**VI. DISCUSSION AND ACTION ITEMS: NEW BUSINESS**

**1. Discussion on FOWD Water Supply for the month of April 2024**

- Technical Services Manager Siebensohn provided a summary of the water supply report.
- Technical Services Manager Siebensohn and General Manager Gray addressed questions from the Board.

**2. Discussion on and possible action on moving the June 17, 2024 and July 15, 2024 FOWD Regular Board Meeting dates**

- President Petersen will not be present for the June 17, 2024 and July 15, 2024, Board Meetings. Meeting dates will not be moved.

**3. Discussion and possible action on an updated FOWD Policy No. 1010: “Conflict of Interest”**

- General Manager Gray presented the Board with the updated policy.

Director Sarkovich moved to approve the updated FOWD Policy No. 1010 as presented.

Director McRae seconded the motion.

Motion carried with the following votes: Dolby – aye, Marx – aye, McRae – aye, Petersen – aye, and Sarkovich – aye.

**4. Update and discussion on the Transmission Pipeline Main Break at Pershing Avenue and Chestnut Avenue**

- Operations Manager Huckaby provided an overview and update.
- Operations Manager Huckaby and General Manager Gray addressed questions from the Board.
- Operations Superintendent Kepler provided a summary of events.
- The Board congratulated staff for their prompt response and amazing work.

- 5. Update and discussion on the 2023 Consumer Confidence Report**
  - General Manager Gray provided an overview.
- 6. Update and discussion on the candidate statement costs for the November 2024 General Election**
  - General Manager Gray provided an overview.
- 7. Update and discussion on State proposed “Water Budgets” for FOWD customers**
  - Technical Services Manager Siebensohn provided an overview. He addressed questions from the Board and SJWD General Manager Helliker.
- 8. Discussion and possible action on additional funding for 2024 expenses**
  - General Manager Gray provided a summary of additional funding requested to cover 2024 expenses.

Director Sarkovich moved to authorize General Manager Gray to transfer \$325,000 from the reserves to cover 2024 expenses.

President Petersen seconded the motion.

Motion carried with the following votes: Dolby – aye, Marx – aye, McRae – aye, Petersen – aye, and Sarkovich – aye.

## **VII. UPCOMING EVENTS**

- 1. May 20, 2024 / SJWD Public Information Committee Meeting / SJWD Office**
- 2. May 22, 2024 / SJWD Board Meeting / SJWD Office**
- 3. June 13, 2024 / SGA Board Meeting / Sacramento**
- 4. June 23-26 / CSDA GM Leadership Summit / Anaheim**

## **VIII. REPRESENTATIVE REPORTS**

- 1. Sacramento Groundwater Authority (SGA)**
  - None.
- 2. Regional Water Authority (RWA)**
  - Report provided.
- 3. Sacramento Water Forum**
  - None.

4. Other
  - Report provided.

## **IX. DIRECTORS' REPORTS & COMMENTS**

1. **Budget Committee – (Sarkovich, Dolby)**
  - None.
2. **Technical Advisory Committee – (Marx, Petersen)**
  - President Petersen and Director Marx met.
3. **Capital Improvement Committee – (Petersen, Dolby)**
  - None.
4. **Personnel Committee – (McRae, Dolby)**
  - None.
5. **Public Relations Committee – (McRae, Dolby)**
  - None.
6. **FOWD and SJWD 2x2 Ad-Hoc Committee – (McRae, Petersen)**
  - None.
7. **FOWD and CWD 2x2 Ad-Hoc Committee – (McRae, Marx)**
  - None.
8. **Corporate Yard Ad-Hoc Committee – (Sarkovich, Petersen)**
  - None.

## **X. GENERAL MANAGER'S REPORT**

1. **Maintenance Work Report**
  - Report provided.
2. **Capital Projects Status Report**
  - Report provided.
3. **Authorizations of Additional Funding**
  - Report provided.
4. **Water Transfer Status Report**
  - None.
5. **Claims Against District**
  - Report provided.

**6. Employee Update**

- General Manager Gray provided update.

**7. Water Issues – Update on Regional Involvement**

- None.

**8. Other**

- None.

**XI. PUBLIC COMMENT**

- None.

President Petersen closed the open session meeting at 8:55 p.m.

President Petersen opened the closed session meeting at 9:05 p.m.

**XII. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54954 AND 54956**

1. Conference with legal counsel on existing litigation; Government Code Sections 54954.5 and 54956.9; Citrus Heights Water District & Fair Oaks Water District v. San Juan Water District; Sacramento Superior Court Case No. 24WM000064
2. Conference on Anticipated Litigation; Government Code Section 54956.9(d) – one case

President Petersen closed the closed session meeting at 9:45 p.m.

President Petersen reopened the meeting to the public at 9:45 p.m.

**XIII. REPORT FROM CLOSED SESSION**

- None.

**XIV. PUBLIC COMMENT**

- None.

**XV. ADJOURNMENT**

With no further business to come before the Board, President Petersen adjourned the meeting at 9:46 p.m.

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.2**

**Accept and File Treasurer's Report for the month of May 2024**

## **AGENDA ITEM III.2**

REGULAR Board Meeting June 17, 2024

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To:           Board of Directors

From:       Chi Ha-Ly

Date:       June 13, 2024

Subject:     Accept and File Treasurer's Report for the month of May 2024

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**Recommendation:**

None.

**Discussion:**

Attached you will find the Treasurer's report for the month of May 2024.

**Policy Implications:**

None.

**Fiscal Impact:**

None.



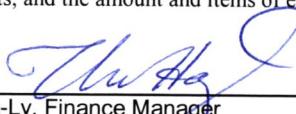
# Fair Oaks Water District

Treasurer's Report - May 31, 2024

Agenda Item III.2

Description	LAIF - remaining	General Fund U.S. Bank	Payroll Fund U.S. Bank (I)	Cash	Balance
Designated and Undesignated Cash, April 30, 2024	\$9,875,829	\$291,371	\$84,705	\$2,450	\$10,254,355
<b>Receipts</b>					
Deposit: Water Service		\$694,729			\$694,729
Deposit: Other		\$6,379			\$6,379
Interest Earnings					\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$701,108</b>	<b>\$0</b>	<b>\$0</b>	<b>\$701,108</b>
<b>Expenses</b>					
General Expenses		(\$312,755)			(\$312,755)
General Warrants		(\$301,326)			(\$301,326)
Payroll			(\$236,770)		(\$236,770)
Service Charges and Fees		(\$5,222)			(\$5,222)
<b>Subtotal</b>	<b>\$0</b>	<b>(\$619,303)</b>	<b>(\$236,770)</b>	<b>\$0</b>	<b>(\$856,073)</b>
<b>Transfers and Allocations</b>					
Net Transfer from or to LAIF					\$0
Transfer to Payroll					\$0
<b>Subtotal</b>	<b>\$0</b>	<b>(\$160,000)</b>	<b>\$160,000</b>	<b>\$0</b>	<b>\$0</b>
Designated and Undesignated Cash, May 31, 2024	\$9,875,829	\$213,176	\$7,935	\$2,450	\$10,099,390

I, Chi Ha-Ly, deposes and says, the foregoing is a true and accurate accounting of the Special Funds in my custody showing the amount of money received by me for said accounts, and the amount and items of expenditure from those accounts during the preceding month, pursuant to Section 24392 of the Water Code.

  
Chi Ha-Ly, Finance Manager

  
6/13/24  
Date

## FAIR OAKS WATER DISTRICT

## Check Register

May 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Description</u>
<b><i>General Expenses</i></b>				
50683	5/1/2024	AFLAC	\$ 349.79	Aflac Premium
50684	5/1/2024	FRANCHISE TAX BOARD	100.00	Wage Garnishment
50685	5/1/2024	MFS 529 SAVING PLAN	175.00	529 Education Fund
50686	5/1/2024	INTERNATIONAL MAILING EQUIPMENT	1,665.00	Inserter/Folder Annual Maintenance Agreement
50687	5/1/2024	STANDARD INSURANCE COMPANY	1,866.60	Disability Insurance (April & May)
50688	5/1/2024	VERIZON WIRELESS	350.86	Communications
50689	5/1/2024	SMUD	11,328.68	Utilities
50690	5/1/2024	A. TEICHERT & SON, INC.	4,010.93	Sand & Aggregate
50691	5/1/2024	CARLSON'S TREE CARE	350.00	District Site Maintenance
50692	5/1/2024	COUNTY OF SACRAMENTO	141.00	Inspections
50693	5/1/2024	HAASE LANDSCAPES, INC.	655.00	District Site Maintenance
50694	5/1/2024	IRON MOUNTAIN RECORDS MANAGEMENT	592.36	Document Storage
50695	5/1/2024	INLAND BUSINESS SYSTEMS	868.08	Printing Costs
50696	5/1/2024	INTEGRITY DATA, INC.	38.20	Dues & Subscription
50697	5/1/2024	KASL CONSULTING ENGINEERS, INC.	5,856.50	Engineering Services-New York Well Project
50698	5/1/2024	ADT COMMERCIAL	307.00	Security
50699	5/1/2024	PURCHASE POWER	151.22	Postage Supplies
50700	5/1/2024	SACRAMENTO VALLEY ALARM SECURITY	55.74	Security
50701	5/1/2024	TESCO CONTROLS, INC.	1,335.22	SCADA Support/Maintenance
50702	5/1/2024	STAFF	27.98	Kitchen Supply - Reimbursement
50703	5/1/2024	STAFF	96.49	Food for Crew (T-Main Repair at Pershing/Chestnut)
50704	5/1/2024	CUSTOMER	43.93	Customer Refund
50705	5/1/2024	CUSTOMER	90.31	Customer Refund
50706	5/1/2024	CUSTOMER	40.90	Customer Refund
50707	5/1/2024	CUSTOMER	87.02	Customer Refund
50708	5/1/2024	SMUD	1,275.46	Utilities
50709	5/8/2024	AVALON CUSTODIAL CARE	1,700.00	Janitorial Services
50710	5/8/2024	ELEVATOR TECHNOLOGY, INC.	316.00	Elevator Maintenance
50711	5/8/2024	FRANCHISE TAX BOARD	100.00	Wage Garnishment
50712	5/8/2024	MFS 529 SAVING PLAN	175.00	529 Education Fund
50713	5/8/2024	P G & E	163.82	Utilities

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Description</u>
50714	5/8/2024	PACE SUPPLY CORP.	10,820.74	Inventory Parts/Capital Project Parts
50715	5/8/2024	TPX COMMUNICATIONS	7,250.27	Communications
50716	5/9/2024	NON-CUSTOMER	200.00	Refund (Money Paid to FOWD in Error)
50717	5/13/2024	COUNTY OF SACRAMENTO	650.00	Permits - Corp. Yard
50718	5/16/2024	AFLAC	349.79	Aflac Premium
50719	5/16/2024	AT&T MOBILITY	1,537.24	Communications
50720	5/16/2024	BARE BONES WORKWEAR	91.59	Uniforms
50721	5/16/2024	COUNTY OF SACRAMENTO	163.73	Utilities
50722	5/16/2024	ELEVATOR TECHNOLOGY, INC.	3,395.00	Elevator Maintenance
50723	5/16/2024	FUSE 3 COMMUNICATIONS	6,695.00	IT Consulting
50724	5/16/2024	KASL CONSULTING ENGINEERS, INC.	801.50	Engineering Services-New York Well Project
50725	5/16/2024	NDS/AIA SERVICES, LLC.	2,497.31	Conservation Outreach
50726	5/16/2024	NV COMMUNICATION	3,651.24	Meter Rental Refund
50727	5/16/2024	PLACER WATERWORKS, INC.	7,488.63	T-Main Repair (Pershing Ave. & Chestnut Ave.)
50728	5/16/2024	PRINT PROJECT MANAGERS, INC.	48.49	Office Supplies
50729	5/16/2024	SMUD	116.26	Utilities
50730	5/16/2024	WASTE MANAGEMENT	611.65	Utilities
50731	5/16/2024	CUSTOMER	73.36	Customer Refund
50732	5/16/2024	CUSTOMER	130.67	Customer Refund
50733	5/16/2024	CUSTOMER	103.62	Customer Refund
50734	5/16/2024	CUSTOMER	423.94	Customer Refund
50735	5/16/2024	CUSTOMER	46.93	Customer Refund
50736	5/16/2024	CUSTOMER	80.81	Customer Refund
50737	5/22/2024	CUSTOMER	274.92	Customer Refund
50738	5/22/2024	COUNTY OF SACRAMENTO	141.00	Inspections
50739	5/22/2024	CALIFORNIA STATE CONTROLLER	1,713.08	Unclaimed Property
50740	5/22/2024	CUSTOMER	44.77	Customer Refund
50741	5/22/2024	POSTER CONTEST WINNER	100.00	Poster Contest Winner
50742	5/22/2024	FRANCHISE TAX BOARD	100.00	Wage Garnishment
50743	5/22/2024	POSTER CONTEST WINNER	100.00	Poster Contest Winner
50744	5/22/2024	POSTER CONTEST WINNER	100.00	Poster Contest Winner
50745	5/22/2024	MFS 529 SAVING PLAN	175.00	529 Education Fund
50746	5/22/2024	PRINT PROJECT MANAGERS, INC.	27.39	Security - ID Badge
50747	5/22/2024	STANDARD INSURANCE COMPANY	916.97	Disability Insurance (June)
REMIT0000000000004215	5/1/2024	ACWA-JPIA	13,483.49	Worker's Compensation

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Description</u>
REMIT0000000000004216	5/1/2024	BSK ASSOCIATES	3,762.00	Water Testing/Sampling
REMIT0000000000004217	5/1/2024	STREAMLINE	375.00	Website Maintenance
REMIT0000000000004218	5/1/2024	HUNT & SONS, LLC.	2,777.79	Gas & Oil
REMIT0000000000004219	5/1/2024	NEPTUNE TECHNOLOGY GROUP, INC.	17,541.70	Registers/AMR Equipment
REMIT0000000000004220	5/8/2024	BSK ASSOCIATES	308.00	Water Testing/Sampling
REMIT0000000000004221	5/8/2024	CLARK PEST CONTROL	960.00	Pest Services
REMIT0000000000004222	5/8/2024	HUNT & SONS, LLC.	3,056.85	Gas & Oil
REMIT0000000000004224	5/8/2024	NEPTUNE TECHNOLOGY GROUP, INC.	7,434.76	Automatic Meter Reading (AMR) Equipment
REMIT0000000000004225	5/15/2024	BSK ASSOCIATES	286.00	Water Testing/Sampling
REMIT0000000000004226	5/15/2024	CRAYON SOFTWARE EXPERTS, LLC.	2,403.23	Azure Overages
REMIT0000000000004227	5/15/2024	HUNT & SONS, LLC.	1,727.46	Gas & Oil
REMIT0000000000004228	5/15/2024	PITNEY BOWES BANK INC-RESERVE	5,000.00	Postage
REMIT0000000000004229	5/15/2024	SIERRA CHEMICAL COMPANY	1,005.80	Chemicals
REMIT0000000000004230	5/15/2024	TESCO CONTROLS, INC.	646.50	Wells & Pumps Repairs/Maintenance
REMIT0000000000004231	5/15/2024	PACE SUPPLY CORP.	3,467.01	Distribution Repairs/Damages/Inventory Parts
REMIT0000000000004235	5/22/2024	BSK ASSOCIATES	484.00	Water Testing/Sampling
REMIT0000000000004236	5/22/2024	BURKETT'S OFFICE FURNISHINGS AND SUPPLIES	206.43	Office Supplies
REMIT0000000000004237	5/22/2024	ELLISON SCHNEIDER HARRIS & DONLAN, LLP.	18,552.00	Legal Services
REMIT0000000000004238	5/22/2024	KRONICK MOSKOVITZ TIEDEMANN & GIRARD	8,520.75	Legal Services
REMIT0000000000004239	5/22/2024	NEPTUNE TECHNOLOGY GROUP, INC.	901.78	Automatic Meter Reading (AMR) Equipment
REMIT0000000000004240	5/22/2024	PACE SUPPLY CORP.	1,876.74	Inventory Parts/Maintenance Supplies
REMIT0000000000004241	5/22/2024	SUPERIOR EQUIPMENT REPAIR, INC.	750.00	Vehicle Maintenance
REMIT0000000000004242	5/31/2024	I.M.P.A.C. GOVERNMENT SERVICES	13,030.94	See Cal-Card Statements Summary for Details
WDL000006531	5/8/2024	IRS-EFTPS	26,694.06	Federal Payroll Taxes
WDL000006532	5/8/2024	EDD	5,232.17	State Payroll Taxes
WDL000006534	5/2/2024	PERS RETIREMENT	18,122.01	Retirement Contributions
WDL000006540	5/16/2024	PERS-RETIREMENT	18,577.08	Retirement Contributions
WDL000006541	5/22/2024	EDD	5,058.43	State Payroll Taxes
WDL000006542	5/22/2024	IRS EFTPS	26,384.86	Federal Payroll Taxes
WDL000006547	5/30/2024	PERS-RETIREMENT	18,892.78	Retirement Contributions
<b>Total General Expenses</b>			<b>\$ 312,754.61</b>	

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Description</u>
<b><i>General Warrants</i></b>				
REMIT00000000000004232	5/20/2024	ACWA JPIA	\$ 64,867.79	Health/Dental/Vision/EAP/Life Insurance
REMIT00000000000004233	5/20/2024	PACE SUPPLY CORP.	29,826.39	Hydrant Upgrades/Inventory Parts
REMIT00000000000004234	5/20/2024	SIERRA NATIONAL CONSTRUCTION	206,632.40	Retainer (Skyway Well)
			<b>Total General Warrants</b>	<b><u>\$ 301,326.58</u></b>
<b><i>Service Charges and Fees</i></b>				
WDL000006530	5/1/2024	US BANK	\$ 111.33	Service Charges
REMIT00000000000004223	5/8/2024	INVOICE CLOUD, INC.	2,689.75	Invoice Cloud Fees
WDL000006538	5/14/2024	US BANK	2,359.57	Analysis Fees
WDL000006558	5/31/2024	INVOICE CLOUD, INC.	61.04	Invoice Cloud/Payment Tech (Fees) Settled
			<b>Total Service Charges and Fees</b>	<b><u>\$ 5,221.69</u></b>
			<b>Total Expenses</b>	<b><u>\$ 619,302.88</u></b>

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.3**

**File Investment Report for the month of April 2024**

## **AGENDA ITEM III.3**

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors  
From:       Chi Ha-Ly  
Date:       June 11, 2024  
Subject:      File Investment Report for the month of April 2024

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**Recommendation:**

None.

**Discussion:**

Attached are the April 2024 LAIF monthly statement and LAIF monthly performance report. The May 2024 LAIF monthly performance report is not available for inclusion this month due to the timing of the Board meeting. The May 2024 LAIF monthly statement and LAIF monthly performance report will be included in the July 2024 Board Consent Calendar.

The District's cash flow is sufficient to meet the next six months of budgeted District expenses (Govt. Code 53646(b)(3)). The District's investment portfolio is in compliance with the investment policy (Govt. Code 53646(b)(2)).

**Policy Implications:**

None.

**Fiscal Impact:**

None.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

May 03, 2024

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

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FAIR OAKS WATER DISTRICT

TOM R. GRAY, GENERAL MANAGER  
10326 FAIR OAKS BLVD  
FAIR OAKS, CA 95628

[Tran Type Definitions](#)

**Account Number:**

April 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2024	4/12/2024	QRD	1751535	N/A	SYSTEM	106,646.10
4/17/2024	4/17/2024	RW	1752350	N/A	CHI HA-LY	-300,000.00

**Account Summary**

Total Deposit:	106,646.10	Beginning Balance:	10,069,182.91
Total Withdrawal:	-300,000.00	Ending Balance:	9,875,829.01



## PMIA/LAIF Performance Report as of 5/15/24



### Quarterly Performance Quarter Ended 03/31/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.30
LAIF Earnings Ratio <sup>(2)</sup> :	0.00011755619077389
LAIF Administrative Cost <sup>(1)*</sup> :	0.27
LAIF Fair Value Factor <sup>(1)</sup> :	0.994191267
PMIA Daily <sup>(1)</sup> :	4.22
PMIA Quarter to Date <sup>(1)</sup> :	4.12
PMIA Average Life <sup>(1)</sup> :	226

### PMIA Average Monthly Effective Yields<sup>(1)</sup>

April	<b>4.272</b>
March	4.232
February	4.122
January	4.012
December	3.929
November	3.843

### Pooled Money Investment Account Monthly Portfolio Composition<sup>(1)</sup>

4/30/24

\$171.5 billion

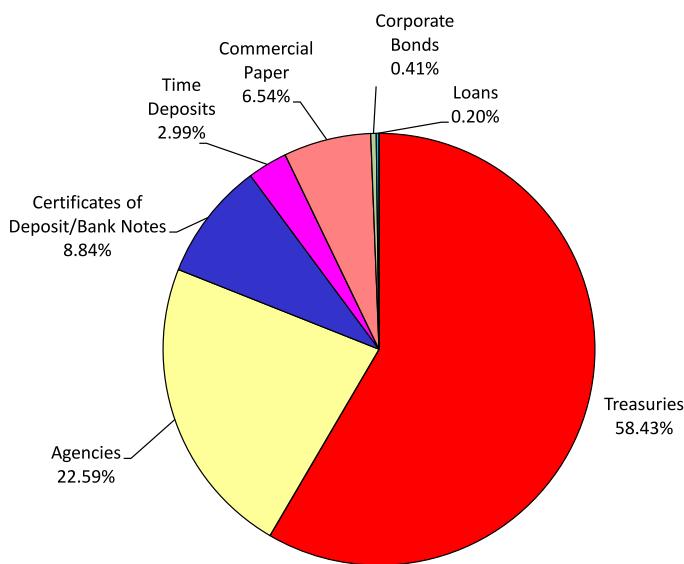


Chart does not include \$1,969,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

<sup>(1)</sup>State of California, Office of the Treasurer

<sup>(2)</sup>State of California, Office of the Controller

**June 17 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.4**

**Accept and File Monthly Financial Expense Report for the month of May 2024**

## **AGENDA ITEM III.4**

REGULAR Board Meeting June 17, 2024

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To:           Board of Directors  
From:       Chi Ha-Ly  
Date:       June 14, 2024  
Subject:     Accept and File Financial Expense Report for the month of May 2024

---

**Recommendation:**

None at this time. Monthly financial expenses presented for informational purposes.

**Discussion:**

Attached is the financial report for the month of May 2024.

Please note that the monthly financial report is on a cash basis; therefore, a budgeted line item could be 100% expended as of May 2024.

As of May 2024, the District has 63.98% of remaining adjusted budget.

This report provides a quick snapshot of the operating expenses incurred by the District and does not include items that are capitalized (i.e. costs of construction jobs, fixed assets). The capital projects are reported separately under the “Capital Projects Status Report.”

**Policy Implications:**

None as a result of recommended action.

**Fiscal Impact:**

None as a result of recommended action.

**FAIR OAKS WATER DISTRICT**  
**Company Consolidation**  
For the Five Months Ending Friday, May 31, 2024

	May Actual	YTD Actual	Original Annual Budget	Adjusted Annual Budget	Remaining Adjusted Budget	% Remaining Adjusted Budget
<b>Labor</b>						
<b>Salaries and Wages</b>						
Salaries	\$330,981	\$1,203,351	\$3,301,100	\$3,301,100	\$2,097,749	63.55%
<b>Salaries and Wages Subtotal</b>	<b>\$330,981</b>	<b>\$1,203,351</b>	<b>\$3,301,100</b>	<b>\$3,301,100</b>	<b>\$2,097,749</b>	<b>63.55%</b>
<b>Benefits and Insurance</b>						
Auto Fringe Benefits	\$300	\$1,500	\$3,600	\$3,600	\$2,100	58.33%
Dental Insurance	2,797	17,009	44,900	44,900	27,891	62.12%
FICA	20,580	77,694	204,700	204,700	127,006	62.04%
Medicare	4,813	18,170	47,900	47,900	29,730	62.07%
Health Insurance	60,637	368,414	829,500	829,500	461,086	55.59%
Disability Insurance	2,784	5,262	13,200	13,200	7,938	60.13%
Life Insurance	774	4,284	8,500	8,500	4,216	49.60%
Pension Plan	32,308	117,289	620,900	620,900	503,611	81.11%
Deferred Compensation**		45,650	41,400	45,650		0.00%
Unemployment Insurance			15,000	15,000	15,000	100.00%
Vision Care	655	4,147	9,400	9,400	5,253	55.89%
Worker's Compensation	9,680	28,829	83,000	83,000	54,171	65.27%
<b>Benefits &amp; Insurance Subtotal</b>	<b>\$135,328</b>	<b>\$688,248</b>	<b>\$1,922,000</b>	<b>\$1,926,250</b>	<b>\$1,238,002</b>	<b>64.27%</b>
Salaries & Benefits Capitalized	(\$44,170)	(\$129,855)	(\$803,200)	(\$803,200)	(\$673,345)	83.83%
Salaries & Benefits to Damages	(46,599)	(50,269)	(11,600)	(11,600)	38,669	-333.36%
<b>Labor Total</b>	<b>\$375,540</b>	<b>\$1,711,475</b>	<b>\$4,408,300</b>	<b>\$4,412,550</b>	<b>\$2,701,075</b>	<b>61.21%</b>
<b>Materials and Services</b>						
<b>Water Supply</b>						
Surface Water Supply, SJWD		\$1,024,652	\$2,217,600	\$2,217,600	\$1,192,948	53.79%
Chemicals	1,006	3,025	32,600	32,600	29,575	90.72%
Division of Drinking Water Annual Permit**		64,482	64,000	64,500	18	0.03%
Energy Cost, Wells	11,541	58,591	424,300	424,300	365,709	86.19%
Energy Cost, Other	248	1,204	3,100	3,100	1,896	61.16%
Testing & Sampling	2,833	19,968	31,000	31,000	11,032	35.59%
SCADA Support & Maintenance	1,335	1,739	10,000	10,000	8,261	82.61%
Cathodic Protection			4,000	4,000	4,000	100.00%
Hydrant Testing & Flushing			3,000	3,000	3,000	100.00%
<b>Water Supply Subtotal</b>	<b>\$16,962</b>	<b>\$1,173,660</b>	<b>\$2,789,600</b>	<b>\$2,790,100</b>	<b>\$1,616,440</b>	<b>57.93%</b>
<b>District Facilities and Maintenance &amp; Repairs</b>						
Wells Repairs and Upgrades	\$2,426	\$5,973	\$24,000	\$24,000	\$18,027	75.11%
Skyway Tank Inspection		5,000	5,000	5,000	5,000	100.00%
Skyway Booster #1 Inspection and Repair		5,000	5,000	5,000	5,000	100.00%
Annual Pump Efficiency Testing		5,000	5,000	5,000	5,000	100.00%
Tank Repairs and Maintenance	2,500	2,705	15,000	15,000	12,295	81.97%
District Site Maintenance	2,002	7,111	20,000	20,000	12,889	64.45%
Janitorial	1,700	8,723	23,000	23,000	14,277	62.07%
Elevator Maintenance*	3,711	5,825	9,500	10,125	4,300	42.47%
Security Costs	27	2,125	4,200	4,200	2,075	49.40%
<b>District Facilities Maint. Subtotal</b>	<b>\$12,367</b>	<b>\$32,462</b>	<b>\$110,700</b>	<b>\$111,325</b>	<b>\$78,863</b>	<b>70.84%</b>
<b>Vehicle and Equipment Maintenance</b>						
Vehicle Maintenance	\$1,113	\$5,139	\$16,500	\$16,500	\$11,361	68.85%
Vehicle Repairs*	1,098	5,253	15,000	15,000	9,747	64.98%
Other Equipment Maintenance	309	833	15,500	16,500	15,667	94.95%
Other Equipment Repair		5,044	15,000	15,000	9,956	66.37%
<b>Vehicle &amp; Equip. Maint. Subtotal</b>	<b>\$2,520</b>	<b>\$16,269</b>	<b>\$62,000</b>	<b>\$63,000</b>	<b>\$46,731</b>	<b>74.18%</b>
<b>Insurance</b>						
Auto and General Liability Insurance		\$500	\$115,000	\$115,000	\$114,500	99.57%
Bonding		1,500	1,600	1,600	100	6.25%
Property Insurance		45,000	45,000	45,000	45,000	100.00%
<b>Insurance Subtotal</b>		<b>\$2,000</b>	<b>\$161,600</b>	<b>\$161,600</b>	<b>\$159,600</b>	<b>98.76%</b>
<b>Printing and Postage</b>						
Advertisements & Legal Notices		\$180	\$5,000	\$5,000	\$4,820	96.40%
Online Bill Pay/Payment Processing	2,751	12,412	28,000	28,000	15,588	55.67%
Customer Bill Printing		1,784	17,500	17,500	15,716	89.80%
Customer Bill Postage	4,250	21,250	43,000	43,000	21,750	50.58%
Customer Collection Postage	700	3,500	7,000	7,000	3,500	50.00%
General Postage	50	250	1,000	1,000	750	75.00%
General Printing		886	1,800	1,800	914	50.78%
Collection Expense Printing		538	900	900	362	40.26%
<b>Printing and Postage Subtotal</b>	<b>\$7,751</b>	<b>\$40,800</b>	<b>\$104,200</b>	<b>\$104,200</b>	<b>\$63,400</b>	<b>60.84%</b>
<b>Office Expense and Other</b>						
Office Equipment Rental		\$302	\$700	\$700	\$398	56.79%
Office Supplies	1,971	6,939	17,000	17,000	10,061	59.18%
Office Equipment less than \$500	268	1,206	3,000	3,000	1,794	59.79%
Office Furniture less than \$500		252	2,000	2,000	1,748	87.41%
Office Equipment Maintenance		500	500	500	500	100.00%
Office Equipment Maintenance Agreements		5,948	18,100	18,100	12,152	67.14%
<b>Office Expense &amp; Other Subtotal</b>	<b>\$2,240</b>	<b>\$14,648</b>	<b>\$41,300</b>	<b>\$41,300</b>	<b>\$26,652</b>	<b>64.53%</b>
<b>Professional Services</b>						
Annual Audit Fees	\$2,199	\$20,979	\$22,000	\$22,000	\$1,021	4.64%
Actuarial services for pension calculation		800	800	800	800	100.00%

**FAIR OAKS WATER DISTRICT**  
**Company Consolidation**  
For the Five Months Ending Friday, May 31, 2024

	May Actual	YTD Actual	Original Annual Budget	Adjusted Annual Budget	Remaining Adjusted Budget	% Remaining Adjusted Budget
Meter Testing Service*		1,767	5,000	6,800	5,033	74.02%
Dues and Subscription	678	19,403	52,000	52,000	32,598	62.69%
Grant Application			5,000	5,000	5,000	100.00%
Hydraulic Model Update			11,000	11,000	11,000	100.00%
Urban Water Management Plan			15,000	15,000	15,000	100.00%
Emergency Response Plan			500	500	500	100.00%
Legal Fees	27,073	71,387	150,000	150,000	78,613	52.41%
Coop. Trans. Pipeline O&M			7,000	7,000	7,000	100.00%
Website Design and Public Outreach			5,000	5,000	5,000	100.00%
Regional Support			108,000	108,000	108,000	100.00%
Banking Fees	2,471	12,148	36,000	36,000	23,852	66.25%
IT Consulting Service	6,570	52,512	123,500	123,500	70,988	57.48%
Annual IT Audit			5,600	5,600	5,600	100.00%
Answering Service	181	875	2,500	2,500	1,625	65.00%
Other Professional Fees*	501	7,907	150,000	169,589	161,682	95.34%
<b>Professional Fees Subtotal</b>	<b>\$39,673</b>	<b>\$186,978</b>	<b>\$698,900</b>	<b>\$720,289</b>	<b>\$533,311</b>	<b>74.04%</b>
<b>System Maintenance/Repairs</b>						
Aggregate/Sand/Cutback	\$5,930	\$16,687	\$25,000	\$25,000	\$8,313	33.25%
Paving		7,796	75,000	75,000	67,204	89.61%
Equipment and Tool Rental		1,290	1,500	1,500	210	13.99%
General Maint., Supplies & Consumables	1,403	5,847	15,000	15,000	9,153	61.02%
Distribution Repairs	1,123	21,466	25,000	25,000	3,534	14.14%
Distribution System Maintenance Programs		76	7,000	7,000	6,924	98.91%
T-Main Repairs		757	25,000	25,000	24,243	96.97%
Damages**	58,512	71,281	25,000	350,000	278,719	79.63%
Backflow Testing and Supplies	122	356	4,800	4,800	4,444	92.59%
Meter Downsize Repairs/Upgrades			600	600	600	100.00%
Inventory Replenishment			10,000	10,000	10,000	100.00%
Gas & Oil	6,959	22,396	56,000	56,000	33,604	60.01%
Equipment & Tools less than \$500	210	1,522	12,000	12,000	10,478	87.31%
Safety, Signs & Cones	503	4,964	13,000	13,000	8,036	61.82%
<b>System Maint./Repairs Subtotal</b>	<b>\$74,761</b>	<b>\$154,438</b>	<b>\$294,900</b>	<b>\$619,900</b>	<b>\$465,462</b>	<b>75.09%</b>
<b>Fees</b>						
State and County Fees			\$1,300	\$1,300	\$1,300	100.00%
Air Quality			10,900	10,900	10,900	100.00%
NPDES Permit			4,000	4,000	4,000	100.00%
Haz-mat Disposal			2,000	2,000	2,000	100.00%
Haz-mat Permit	30	410	6,900	6,900	6,490	94.06%
<b>Fees Subtotal</b>	<b>\$30</b>	<b>\$410</b>	<b>\$25,100</b>	<b>\$25,100</b>	<b>\$24,690</b>	<b>98.37%</b>
<b>Utilities</b>						
Telephone/Communication	\$8,346	\$40,479	\$101,900	\$101,900	\$61,421	60.28%
District Site Utilities	2,190	11,519	36,500	36,500	24,981	68.44%
<b>Utilities Subtotal</b>	<b>\$10,536</b>	<b>\$51,998</b>	<b>\$138,400</b>	<b>\$138,400</b>	<b>\$86,402</b>	<b>62.43%</b>
<b>Information Technology</b>						
Computer Software Maint. & Agreements	\$6,710	\$19,439	\$140,500	\$140,500	\$121,061	86.16%
Computer Hardware <\$500			5,000	5,000	5,000	100.00%
Computer Software <\$500	125	125	1,000	1,000	875	87.51%
<b>Information Technology Subtotal</b>	<b>\$6,835</b>	<b>\$19,564</b>	<b>\$146,500</b>	<b>\$146,500</b>	<b>\$126,936</b>	<b>86.65%</b>
<b>Water Efficiency</b>						
Conservation Outreach	\$2,870	\$3,370	\$22,000	\$22,000	\$18,630	84.68%
Cons. Landscape Irrigation Review			2,000	2,000	2,000	100.00%
Conservation Water Waste		39	500	500	461	92.21%
Conservation Large Landscape	322	322	2,000	2,000	1,678	83.89%
Conservation Toilet Rebate Program	50	1,088	10,000	10,000	8,912	89.12%
Conservation Toilet Rebate Program (Reimb.)	50	825	7,500	7,500	6,675	89.00%
Washing Machine Rebate Program		50	500	500	450	90.00%
Conservation Internal Review			1,000	1,000	1,000	100.00%
<b>Conservation Subtotal</b>	<b>\$3,292</b>	<b>\$5,694</b>	<b>\$45,500</b>	<b>\$45,500</b>	<b>\$39,806</b>	<b>87.49%</b>
<b>Training &amp; Uniforms</b>						
DMV/Physicals			\$775	\$8,500	\$7,725	90.89%
Employee Recognition Program	328	1,353	11,000	11,000	9,647	87.70%
Training, Travel and Expenses	264	3,084	20,000	20,000	16,916	84.58%
Uniforms	1,236	1,608	12,800	12,800	11,192	87.44%
<b>Training &amp; Uniforms Subtotal</b>	<b>\$1,828</b>	<b>\$6,820</b>	<b>\$52,300</b>	<b>\$52,300</b>	<b>\$45,480</b>	<b>86.96%</b>
<b>Board</b>						
Election Expense			\$45,400	\$45,400	\$45,400	100.00%
Director's Fees	\$1,300	\$4,500	\$12,500	\$12,500	\$8,000	64.00%
Miscellaneous Board Expenses	117	921	2,500	2,500	1,579	63.17%
Travel and Seminars			10,000	10,000	10,000	100.00%
<b>Board Subtotal</b>	<b>\$1,417</b>	<b>\$5,421</b>	<b>\$70,400</b>	<b>\$70,400</b>	<b>\$64,979</b>	<b>92.30%</b>
<b>Materials &amp; Services Total</b>	<b>\$180,211</b>	<b>\$1,711,162</b>	<b>\$4,741,400</b>	<b>\$5,089,914</b>	<b>\$3,378,752</b>	<b>66.38%</b>
<b>GRAND TOTAL</b>	<b>\$555,751</b>	<b>\$3,422,638</b>	<b>\$9,149,700</b>	<b>\$9,502,464</b>	<b>\$6,079,827</b>	<b>63.98%</b>

**FAIR OAKS WATER DISTRICT**  
**Company Consolidation**  
*For the Five Months Ending Friday, May 31, 2024*

	May Actual	YTD Actual	Original Annual Budget	Adjusted Annual Budget	Remaining Adjusted Budget	% Remaining Adjusted Budget
<b>CONTINGENCY FUND</b>		<b>\$76,335</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$123,665</b>	<b>61.83%</b>

\*The Board approved the following Project Fund to be carried forward from 2023 to 2024 at the January 16, 2024 Regular Board Meeting.

\$19,589.38 from Professional Services.

\$1,000 from Vehicle Repairs.

\$1,800 from Meter Testing Services.

\$625 from Elevator Maintenance.

\*\*Contingency Fund was used as follows:

\$500 was transferred to SWRCB-Division of Drinking Water Annual Permit - Board approved on January 16, 2024.

\$4,250 was transferred to Deferred Compensation - Board approved on January 16, 2024.

\$29,616 was transferred to Hazel Avenue Project #2004 - Board approved on March 18, 2024.

\$41,969 was transferred to Gum Ranch Unit 2 Project #1607 - Board approved on March 18, 2024.

\*\*\*Reserve Fund was used as follows:

\$325,000 was transferred to Damages for the Transmission Main Break Repair on Pershing Ave. and Chestnut Ave.- Board approved on May 20, 2024.



**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.5**

**Approval of Warrants**



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## AGENDA ITEM III.5

REGULAR Board Meeting on June 17, 2024

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To:              Board of Directors  
From:          Tom R. Gray  
Date:          June 12, 2024  
Subject:        Approval of Warrants

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### Recommendations:

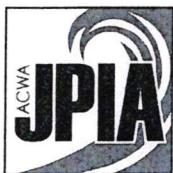
#### Warrants

Board of Directors approve the attached invoices listed below and authorize signing of warrants.

<b>ACWA JPIA</b>	
Benefits - health, dental, vision, life, and Employee Assistance Program	\$ 70,858.58
<b>Rawles Engineering</b>	
Transmission Main Break on Pershing Ave. and Chestnut Ave.	79,319.42
<b>Total Warrants</b>	<b>\$ 150,178.00</b>

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Tom R. Gray, General Manager



## Insurance Detail

Page 1 of 7

Fair Oaks Water District, 000532  
Coverage Month: July 2024

Invoice Number: 0703017

Invoice Date: 06/03/2024

	Medical	Dental	Vision	Life	EAP	Totals
Insured Employees	29	29	29	29	29	
Previous Balance						\$64,867.79
Payment						(\$64,867.79)
Past Due Balance						\$0.00
Current Period Premium	\$63,559.22	\$2,960.65	\$703.25	\$997.36	\$71.92	\$68,292.40
Adjustment	\$2,389.27	\$128.10	\$24.25	\$22.08	\$2.48	\$2,566.18
Benefit Totals	✓ \$65,948.49	✓ \$3,088.75	✓ \$727.50	✓ \$1,019.44	✓ \$74.40	✓ \$70,858.58
					Total Due 07/01/2024	✓ \$70,858.58

Rsinon  
6/12/2024

## Important Reminders

Visit [www.jpia.bswift.com](http://www.jpia.bswift.com) to download invoices, make enrollment changes, run reports and more.

Qualifying events for permitted changes outside the open enrollment period include: Divorce or legal separation, loss of coverage under a spouse's plan, death of spouse or dependent, marriage, birth or adoption.

**Benefit elections must be entered into bswift within 31 days of the benefits effective date.** The only exception is COBRA, which may be elected within 60 days.If you have questions about your invoice or the bswift system, call us at 800-736-2292 or email [benefits@acwajpia.com](mailto:benefits@acwajpia.com).

Thank you for choosing ACWA JPIA.

CY Budget: \$1,881,350.00 Project No: E24 BHNS  
Expenses TD: \$420,551.84 Cost Categ: VARIOUS  
Committed Cost: \$1,458,798.16 Avail Budget: \$1,458,798.16  
Completed By: Rsinon Date: 6/12/2024  
Authorized By: DRH Date:  
Authorized By: DRH Date: 6/12/2024

Keep this summary for your records.

obj 6/12/24

Please mail this payment stub with your check or money order made payable to: ACWA JPIA

Please remit to:

ACWA JPIA  
PO Box 619082  
Roseville, CA 95661-9082  
OrACH to:  
California Bank & Trust  
ABA: 122232109  
Account #: 1030237181\* Please include Invoice # on  
Addenda

Make checks payable to ACWA JPIA. Please pay the invoiced amount.

Any unpaid portion that becomes more than 60 days past due will be subject to a 1% late charge each month.

Please pay separately from other JPIA programs.

Fair Oaks Water District  
10326 Fair Oaks Blvd  
Fair Oaks, CA 95628

Client Code	532
Payment Due Date	07/01/2024
Total Due on or before	07/01/2024

✓ \$70,858.58

Invoice Number: 0703017

Invoice Date: 06/03/2024

Rsinon  
6/12/2024

*Rawles Engineering*  
**"H2O Is Our Thing"**  
*Since 1978*  
**Folsom CA**  
916-351-1302 fax 916-351-1306

Fair Oaks Water District

June 6, 2024

RE: Pershing Ave 28" Transmission Repair  
Water

**Invoice# 10830**

Rawles Engineering Inc. submits the following price **Invoice** for the work described below:

Respond to emergency phone call on April 24, 2024 to assist in cleanup and repair efforts on ruptured 28" Transmission Main in the intersection of Pershing Ave and Chestnut Ave. Return for an additional 5 days to assist with cleanup, backfill, repaving of a section of roadway, 8" distribution maintenance, and concrete sidewalk demolition. Please see attached Excel Spreadsheet and Daily Logs for itemized invoice.

**APPROVED**  
BY: *RJG* DATE: 6-12-2024

**Total: 79,319.42**

**Standard Exclusions:** All permits, fees, bonds, inspections, testing, engineering of any kind, as built drawings, soils testing, electrical, export of any dirt, rock or debris, winterization, erosion control, shoring, paving or sidewalk repair, staking, landscaping including lawn, decorative rock, bark or topsoil, traffic control, paving, concrete R&R, weather delays, boring under trees or water meters, any damage done to unmarked existing utilities, SWPP, dewatering plans, water trucks, prevailing wages, certified payroll, night or weekend work. If an item is not specifically included, it is considered excluded.

Price good for 30 days from above date.

Sincerely,

Ryan Rawles  
Rawles Engineering Inc.

PO Number: 8908  
RCT Number: \_\_\_\_\_  
INVENTORY  
NON INVENTORY

*Dawn Harg* 06/12/2024

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.6**

**Approval of Cal-Card Statements for the month of May 2024**

## **AGENDA ITEM III.6**

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors

From:       Tom R. Gray

Date:       June 12, 2024

Subject:      Approval of Cal-Card Statements for the month of May 2024

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### **Recommendation:**

None.

### **Discussion:**

Attached you will find the Cal-Card statement summary for the period ending May 22, 2024.

### **Policy Implications:**

None.

### **Fiscal Impact:**

None.

**Cal-Card Statement**  
**Cal-Card Summary of Charges**  
**Closing Statement Ending May 22, 2024**

<b>Date</b>	<b>Merchant Name</b>	<b>Amount</b>	<b>Description</b>	<b>Personnel</b>
4/22/2024	Amazon	\$ 78.07	Safety	Staff
4/22/2024	Ace Hardware	6.36	Vehicle Repair	Staff
4/23/2024	Amazon	59.88	Office Supplies	Staff
4/23/2024	O'Reilly	118.42	Gas & Oil	Staff
4/23/2024	Platt Electric	314.02	District Site Maintenance	Staff
4/23/2024	Ace Hardware	27.99	District Site Maintenance	Staff
4/24/2024	Gorilla Paper	21.82	Office Supplies	Staff
4/24/2024	Rental Guys	446.21	T-Main Break Repair	Staff
4/24/2024	Rental Guys	(446.21)	T-Main Break Repair - Credit	Staff
4/24/2024	United Rentals	521.70	T-Main Break Repair	Staff
4/24/2024	Costco Wholesale	186.63	Water & Food for Crew (T-Main Break)	General Manager
4/24/2024	Raley's	9.38	T-Main Break Repair - Water	Staff
4/24/2024	Raley's	4.69	T-Main Break Repair - Water	Staff
4/25/2024	Target	16.15	Office Supplies	Staff
4/25/2024	Sam's Club	31.04	Office Supplies	Staff
4/25/2024	Capitol Barricade, Inc.	495.90	T-Main Break Repair	Staff
4/26/2024	Staples, Inc.	16.01	Office Supplies	Staff
4/26/2024	County of Sac./Kiefer Landfill	45.00	District Site Maintenance	Staff
4/26/2024	United Rentals	521.73	T-Main Break Repair	Staff
4/27/2024	Amazon	10.71	Office Supplies	General Manager
4/28/2024	Amazon	53.49	Office Supplies	General Manager
4/28/2024	Amazon	27.87	Office Supplies	General Manager
4/29/2024	Amazon	268.30	Office Equipment	Staff
4/29/2024	Home Depot	(19.53)	Maintenance Supplies	Staff
4/29/2024	Home Depot	29.30	Maintenance Supplies	Staff
4/30/2024	Amazon	30.17	Hazmat	Staff
4/30/2024	Target	51.72	Employee Recognition	Staff
4/30/2024	Home Depot	243.08	Maintenance Supplies	Staff
4/30/2024	Home Depot	58.23	Maintenance Supplies	Staff
5/1/2024	Home Depot	167.01	Distribution Repairs	Staff
5/1/2024	Government Finance Officers Association	160.00	Dues & Subscriptions	Staff
5/1/2024	Placer Equipment Rentals	81.43	Gas & Oil	Staff
5/1/2024	Home Depot	442.70	Sand and Aggregate	Staff
5/1/2024	Backgrounds Online	41.10	Background Check	Staff

<u>Date</u>	<u>Merchant Name</u>	<u>Amount</u>	<u>Description</u>	<u>Personnel</u>
5/2/2024	Amazon	12.81	Training/Seminars	Staff
5/2/2024	CALCPA Society	480.00	Dues & Subscriptions	Staff
5/3/2024	Brake Masters	1,052.49	Vehicle Repair	Staff
5/3/2024	Folsom Chevrolet	612.83	Vehicle Maintenance	Staff
5/5/2024	Amazon	72.76	Poster Contest Supplies	Staff
5/6/2024	Raley's	48.97	Employee Recognition	Staff
5/6/2024	Crete Crush, LLC.	520.00	T-Main Break Repair - Sand/Aggregate	Staff
5/6/2024	Big 5 Sporting Goods	53.85	T-Main Break Repair - Supplies	Staff
5/6/2024	New Answernet, Inc.	181.00	Answering Service	Staff
5/6/2024	Raley's	41.08	Employee Recognition	Staff
5/7/2024	O'Reilly	39.51	Vehicle Repair	Staff
5/8/2024	Backflow Distributors, Inc.	122.34	Backflow Testing/Sampling	Staff
5/8/2024	Staples, Inc.	8.61	Office Supplies	Staff
5/8/2024	Ace Parking	14.00	Travel	General Manager
5/9/2024	Sovos Compliance, LLC.	124.95	Computer Software	Staff
5/10/2024	Amazon	38.96	Office Supplies	Staff
5/11/2024	DICKIES	498.87	Uniforms	Staff
5/13/2024	City of Sacramento - Parking Meter	1.75	Travel	General Manager
5/13/2024	CA-NV Section, AWWA	235.00	Training/Seminars	Staff
5/14/2024	Home Depot	322.16	Large Landscape Audit	Staff
5/14/2024	Pape Machinery	58.96	Equipment Maintenance	Staff
5/14/2024	White Cap	260.97	T-Main Break Repair - Supplies	Staff
5/15/2024	ULINE	149.56	Safety	Staff
5/15/2024	Staples, Inc.	1,431.82	Toner	Staff
5/15/2024	Lowes	77.24	T-Main Break Repair - Supplies	Staff
5/16/2024	Workboots.Com	188.51	Uniforms	Staff
5/16/2024	Adobe, Inc.	659.88	Computer Software	Staff
5/17/2024	Home Depot	209.60	Tools	Staff
5/18/2024	Red Wing Shoes	275.00	Safety Boots	Staff
5/20/2024	Chipotle	117.02	Board Meeting Meals	Staff
5/20/2024	Home Depot	37.73	Consumables	Staff
5/21/2024	USA Bluebook	45.53	Sampling	Staff
5/21/2024	Government Finance Officers Association	460.00	Professional Services	Staff
5/22/2024	Vicco Group, Inc.	311.40	Uniforms	Staff
5/22/2024	VF Outdoor, LLC.	145.41	Uniforms	Staff
<b>TOTAL</b>		<b>\$ 13,030.94</b>		

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM III.7**

**Accept and File Board Expense Report for the month of May 2024**

## **AGENDA ITEM III.7**

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors  
From:       Chi Ha-Ly  
Date:       June 11, 2024  
Subject:   Approval of Board Expense Report for the month of May 2024

---

**Recommendation:**

None.

**Discussion:**

Attached you will find the Board Expense Report for the month of May 2024.

**Policy Implications:**

None as a result of recommended action.

**Fiscal Impact:**

None as a result of recommended action.

**Board of Directors**  
**Expense Reimbursement Summary**  
*Monthly Activity - May 2024*

Name	Meeting Date	Description	Date Paid	Compensation	Reimbursed Expenses		District Expenses
<b>Dolby</b>					\$ 100.00	\$ -	\$ -
	5/20/2024	Regular Board Meeting	5/30/2024	\$ 100.00	\$ -	\$ -	\$ -
<b>Marx</b>					\$ 100.00	\$ -	\$ -
	1/29/2024	Special Board Meeting	5/30/2024	\$ 100.00	\$ -	\$ -	\$ -
	2/5/2024	Special Board Meeting	5/30/2024	100.00	-	-	-
	2/8/2024	SGA Board Meeting	5/30/2024	100.00	-	-	-
	2/26/2024	Regular Board Meeting	5/30/2024	100.00	-	-	-
	3/14/2024	RWA Board Meeting	5/30/2024	100.00	-	-	-
	3/18/2024	Regular Board Meeting	5/30/2024	100.00	-	-	-
	4/11/2024	SGA Board Meeting	5/30/2024	100.00	-	-	-
	4/15/2024	Regular Board Meeting	5/30/2024	100.00	-	-	-
				\$ 800.00	\$ -	\$ -	\$ -
<b>McRae</b>					\$ 100.00	\$ -	\$ -
	5/20/2024	Regular Board Meeting	5/30/2024	\$ 100.00	\$ -	\$ -	\$ -
<b>Petersen</b>					\$ 100.00	\$ -	\$ -
	5/13/2024	Technical Committee Meeting	5/30/2024	\$ 100.00	\$ -	\$ -	\$ -
	5/20/2024	Regular Board Meeting	5/30/2024	100.00	-	-	-
				\$ 200.00	\$ -	\$ -	\$ -
<b>Sarkovich</b>					\$ 100.00	\$ -	\$ -
	5/20/2024	Regular Board Meeting	5/30/2024	\$ 100.00	\$ -	\$ -	\$ -
				\$ 100.00	\$ -	\$ -	\$ -

Board of Directors  
Expense Reimbursement Summary  
*Monthly Activity - May 2024*

**May 2024 RECAP**

Name	Meeting Month	Meetings Attended (Paid)	Month Paid	Compensation	Reimbursed Expenses		District Expenses
Dolby	May	1	May	\$ 100.00	\$ -	\$ -	
Marx	Jan./Feb./Mar./Apr.	8	May	800.00	-	-	
McRae	May	1	May	100.00	-	-	
Petersen	May	2	May	200.00	-	-	
Sarkovich	May	1	May	100.00	-	-	
<b>TOTAL</b>		13		<b>\$ 1,300.00</b>	<b>\$ -</b>	<b>\$ -</b>	

**Year-to-Date RECAP**

Name	Meetings Attended (Paid)	Compensation	Reimbursed Expenses		District Expenses
Dolby	8	\$ 800.00	\$ -	\$ -	
Marx	13	1,300.00	-	-	
McRae	7	700.00	-	-	
Petersen	10	1,000.00	-	-	
Sarkovich	7	700.00	-	-	
<b>TOTAL</b>	45	<b>\$ 4,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM V.1**

**Update and discussion on the Transmission Pipeline Main Break at Pershing  
Avenue and Chestnut Avenue**

## **AGENDA ITEM V.1**

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors  
From:       Shawn Huckaby, Operations Manager  
Date:       June 12, 2024  
Subject:      Update and discussion on the Transmission Pipeline Main Break at Pershing Avenue and Chestnut Avenue

---

**Recommendation:**

None – information item.

**Discussion:**

On the morning of April 24, 2024 a section of a 27-inch water transmission main located at the corner of Pershing Avenue and Chestnut Avenue failed and was causing significant localized flooding. By approximately 6:45 AM the main break was isolated and all FOWD customers were receiving water.

- The cause of the main break is unknown.
- The water loss is estimated at 1,811,000 gallons.
- The cost for the water main repair and surface area restoration is estimated at \$325,000.

**Damage:**

The majority of the water damage was limited to the County Right-Of-Way.

- Approximately 11,250 SF of road surface require restoration and overlay.
- Approximately 145 feet of curb, gutter, and sidewalk require replacement.
- To date, no reported property damage claims from customers.

**Current Main Break Conditions:**

- The damaged 27-inch water transmission main has been repaired, pressurized, and is scheduled to be placed back into service the week of June 17, 2024.
- The repair excavation site has been backfilled in accordance with Sacramento County requirements.
- Pershing Avenue is safely open to two-way traffic.
- FOWD paving contractor is scheduled to begin permanent surface restoration on June 17, 2024.

**Water Quality:**

- FOWD staff have flushed the water system in the area of the main break in preparation of placing the repaired water main back into service.
- FOWD staff have taken representative water samples in the impacted area to ensure water quality conditions meet all requirements and standards.

**Insurance Coverage:**

- FOWD staff contacted our insurance provider, ACWA JPIA, for advice on how to proceed with a claim for damages caused by the incident.
- FOWD staff sent an incident report to ACWA JPIA on May 16, 2024.
- FOWD staff are waiting for a response from ACWA JPIA.

**Estimated Cost for Water Main Repair and Surface Area Restoration :**

Task	Source	Estimated Cost
FOWD Labor and Materials	FOWD Staff	\$50,000
Rawles Labor and Materials	Rawles Engineering	\$79,500
Welding	Taurus Welding	\$8,000
Barricade / Walls	Capital Barricade	\$10,000
Fencing	Blane Stumpf / NTS	\$2,500
Sampling	BSK	\$500
T-Main Parts	Placer Water Works	\$11,500
Water System Modeling	PBI	\$3,000
Surface Restoration	Central Valley	\$150,000
County Inspection Fees	Sacramento County	\$10,000
Total		\$325,000

**Policy Implications:**

None.

**Fiscal Impact:**

An initial transfer of \$325,000 from FOWD reserves to cover the unbudgeted work.

Final fiscal impact has yet to be determined - with FOWD staff anticipating partial recovery of costs from insurance claims.

Picture of current site conditions:





June 17, 2024

**Staff Report Briefing Materials**

**AGENDA ITEM V.2**

**Discussion and possible action on the selection of a consultant to provide professional design services for the Northridge Well Project**



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## AGENDA ITEM V.2

REGULAR Board Meeting June 17, 2024

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To: Board of Directors  
From: Tom R. Gray  
Date: May 16, 2024  
Subject: Discussion and possible action on the selection of a consultant to provide professional design services for the Northridge Well Project

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### **Recommendation:**

Direct the General Manager to execute the attached agreement for providing professional design services required to drill and equip a new groundwater well at the existing Northridge Well site with KASL Consulting Engineers.

### **Discussion:**

At the May 2024 regular Board Meeting of the FOWD Board of Directors, the Board directed staff to negotiate a fair and reasonable agreement with Kasl Consulting Engineers (KASL) to provide professional design services required to drill and equip a new groundwater well at the existing Northridge Well site.

Attached is a copy of final agreement developed with KASL to complete all tasks listed in the FOWD Request for Proposal for a total fee not exceeding \$467,028 plus a ten percent contingency of \$46,703.

The KASL proposal demonstrated that they: understand the project requirements and key issues, will maintain compliance with regulatory permits, have local understanding of resources and agencies, and understand the aggressive project delivery date.

### **Policy Implications:**

None because of the recommended action.

### **Fiscal Impact:**

Funding for this project was included in the FOWD Board approved 2024 Budget.

## **FAIR OAKS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (Agreement) is made at Fair Oaks, California, between the FAIR OAKS WATER DISTRICT ("DISTRICT") and KASL CONSULTING ENGINEERS ("CONSULTANT"), who agree as follows:

**STANDARD TERMS & CONDITIONS** - The Standard Terms and Conditions set forth in Exhibit "A" are part of this Agreement. In the event of any inconsistency between the Standard Terms and Conditions and any other terms or conditions of this Agreement, the Standard Terms and Conditions shall prevail.

**SERVICES** - Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide professional services in accordance with the DISTRICT Request for Proposal dated April 2024 provided as Exhibit "B". CONSULTANT shall provide services in accordance with rates provided in Exhibit "C". CONSULTANT shall provide all services in accordance with this agreement for a total fee not exceeding \$467,028 plus a ten percent contingency of \$46,703.

**ENTIRE AGREEMENT** - This Agreement, including the attached Exhibits "A-C" and all other terms or provisions incorporated by reference, constitute the entire agreement and understanding between the DISTRICT and the CONSULTANT as to the subject matter.

**AGREEMENT COMMITMENT** - This Agreement shall be in effect starting June 7, 2024 with a project targeted completion date of December 31, 2025. CONSULTANT shall provide professional services to the DISTRICT until all phases and tasks included in Exhibit "B" are completed.

**TERMINATION** - If either party chooses to terminate this agreement for any reason, it may do so by submitting written notice, thirty (30) days in advance to the DISTRICT or CONSULTANT with CONSULTANT delivering all completed work product to the DISTRICT.

### **INSTRUCTIONS**

CONSULTANT shall sign and return one original with a copy of this agreement to the DISTRICT along with all required insurance certificates. Upon acceptance by DISTRICT, contracted work can be scheduled.

**DISTRICT:**

**FAIR OAKS WATER DISTRICT**  
10326 Fair Oaks Blvd.  
Fair Oaks, CA 95628  
Attn: Tom R. Gray  
General Manager  
(916) 967-5723

---

(Signature)

Tom R. Gray  
General Manager

Date: \_\_\_\_\_

Other authorized representative(s):

Shawn Huckaby, Operations Manager  
Paul Siebensohn, Technical Services Manager

**CONSULTANT:**

**KASL CONSULTING ENGINEERS**  
777 Greenback Lane, Suite 104  
Citrus Heights, CA 95610  
Attn: John C. Scroggs  
Title: Principal  
(916) 608-2712

---

(Signature)

Jack C. Scroggs  
Principal

Date: \_\_\_\_\_

Other authorized representative(s):

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**Fair Oaks Water District**  
**Standard Terms and Conditions**

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CONSULTANT agrees with DISTRICT that:

- a. When the law establishes a professional standard of care for the CONSULTANT'S services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this Agreement. CONSULTANT shall defend itself against all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder and shall not tender such claims to DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the CONSULTANT or CONSULTANT'S employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of DISTRICT, its directors, officers, employees, or authorized volunteers.
- c. By their signature hereunder, CONSULTANT certifies that they are aware of the provisions of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the services under this Agreement. CONSULTANT and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
- d. **Professional Liability** – CONSULTANT will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to Fair Oaks Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to DISTRICT. Coverage is to be placed with a carrier with an AM best rating of no less than A-VII, or equivalent, or as otherwise approved by DISTRICT. The retroactive date (if any) is to be no later than the effective date of this Agreement. CONSULTANT shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. CONSULTANT shall purchase a five-year extended reporting period; i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the CONSULTANT employs other consultants (SUB-CONSULTANTS) as part of the work covered by this Agreement, it shall be the CONSULTANT's responsibility to require

## Exhibit "A"

and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. **Minimum Insurance Requirements** – CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUB-CONSULTANTS.
- f. CONSULTANT will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing:
  - a) **Coverage** – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
    - i) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
    - ii) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)
  - b) **Limit – The CONSULTANT shall maintain limits no less than the following:**
    - i) General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
    - ii) Auto liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit;
    - iii) Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Fair Oaks Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Fair Oaks Water District; but this provision applies regardless of whether or not the Fair Oaks Water District has received a waiver of subrogation from the insurer.
  - c) **Required Provisions**
    - i) The general liability coverage shall give Fair Oaks Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01) specifically naming the Fair Oaks Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
    - ii) The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by DISTRICT, its directors,

## Exhibit "A"

- officers, employees, or authorized volunteers shall not contribute to it."
- iii) Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by DISTRICT.
  - iv) The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
  - v) In the event that the CONSULTANT employs other CONSULTANT (SUB-CONSULTANT) as part of the work covered by this Agreement, it shall be the CONSULTANT'S responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- g. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.
- h. If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to DISTRICT at least ten (10) days prior to the expiration date.
- i. CONSULTANT shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 2 as "other authorized representative(s)."
- j. Payment, unless otherwise specified on Page 1, is to be in accordance with DISTRICT policy after acceptance by DISTRICT.
- k. Permits required by government authorities will be obtained at CONSULTANT'S expense, and CONSULTANT will comply with local, state, and federal regulations and statutes including, but not limited to Cal/OSHA requirements.
- l. The CONSULTANT shall execute and maintain the CONSULTANT'S work to avoid injury or damage to any person or property. The CONSULTANT shall comply with the requirements and specification relating to safety measures applicable in particular operations or kinds of work.
- m. Any change in the scope of the services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by DISTRICT. CONSULTANT'S "authorized representative(s)" has (have) the authority to execute such written change for CONSULTANT.
- n. **Ownership of Documents** – All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model,

## Exhibit "A"

computer disk, magnetic tape, CAD data file, computer software and any other document or deliverables prepared, developed or created by CONSULTANT under this Agreement and provided to DISTRICT ("Work Product") shall be the property of DISTRICT , and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT'S prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrightable by CONSULTANT, DISTRICT reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in a paper format, upon request by DISTRICT at any time (including, but not limited to, at expiration or termination of this Agreement), CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

- o. **Confidentiality of Information** – CONSULTANT shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by DISTRICT or created by CONSULTANT in connection with the performance of the Work under this Agreement (the "Confidential Material"). CONSULTANT shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by DISTRICT. CONSULTANT also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by DISTRICT. If there is a question of whether Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such material shall consult with the other party concerning the proposed disclosure.

Unless otherwise directed in writing by DISTRICT, upon contract completion or termination, CONSULTANT must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to DISTRICT that such materials have been destroyed.

- p. **Assignment** – CONSULTANT shall not assign or transfer this Agreement or any rights or obligations under this Agreement without DISTRICT'S prior written consent, which shall not be unreasonably withheld. A change in control of CONSULTANT constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by DISTRICT. This Agreement binds and inures to the benefit of the Parties

## Exhibit "A"

and their respective permitted successors and permitted assigns.

- q. **No Waiver of Rights** – Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by DISTRICT to CONSULTANT shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

By signing below, the parties have read and agreed to the Standard Terms and Conditions.

**DISTRICT:**

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(Signature)

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSULTANT:**

---

(Signature)

Print: \_\_\_\_\_

Title: \_\_\_\_\_

# Fair Oaks Water District

## Request for Proposal

Provide professional services required to redrill and equip a new groundwater well at the existing Northridge Well Site in Fair Oaks.



**FAIR OAKS  
WATER DISTRICT**

Prepared by:  
FOWD Staff  
10326 Fair Oaks Boulevard  
Fair Oaks, CA 95628  
FOWD Project No. C24WTNWRD

April 2024

## **General Information**

Project Location: 8251 Kaula Drive. in Fair Oaks, CA 95628

Attachments:      Exhibit "A" – Northridge Well site  
                        Exhibit "B" – Existing Northridge Well "As-Built" Drawings  
                        Exhibit "C" – FOWD Professional Services Agreement

## **1.0 RFP Schedule**

April 1, 2024	Posting for Proposals
April 15, 2024, at 3:00 PM	Proposal Inquires Due Date
April 30, 2024, at 3:00 PM	Proposals Must Be Received at the FOWD Office
May 7, 2024	Interviews if needed
May 20, 2024	FOWD Board Approval

## **2.0 Contact Person and Mailing Address**

Inquiries about this request for proposal shall be submitted in writing and directed to:

Paul Siebensohn  
Technical Services Manager  
Phone: (916) 967-5723  
E-Mail: [psiebensohn@fowd.com](mailto:psiebensohn@fowd.com)

Mailing Address:

Fair Oaks Water District  
Attn: Paul Siebensohn  
10326 Fairs Oaks Boulevard  
Fair Oaks, CA 95628

## **3.0 Minimum Consultant Qualifications**

The intent of this Request for Proposal is to select a professional consulting firm to develop a set of construction drawings, construction specifications, bid documents, and to provide construction management support required to successfully redrill and equip a new groundwater well at the existing Northridge Groundwater Well site.

Minimum Consultant Firm qualifications are listed below:

- 3.1 The Consultant must be engaged in the business of potable water well development and be experienced in planning, permitting, design, and construction management of potable water wells – having completed at least two (2) similar projects.
- 3.2 The Consultant must employ only a competent workforce for the execution of the work and all work must be performed under the direct supervision of one named Project Manager that is either a Professional Engineer or Professional Geologist.
- 3.3 Consultant must maintain in full force and effect all insurance requirements required to work with the Fair Oaks Water District.
- 3.4 Consultant must not have a conflict of interest as defined by State law and FOWD policy. Consultant agrees to make a disclosure in compliance with the law and District policy if, at any time after the execution of an agreement to perform professional services, a conflict of interest may occur.

#### **4.0 Existing Water Supply Facility**

- 4.1 The existing Northridge Well is located at 8251 Kaula Drive in Fair Oaks. The existing pumping unit has a design capacity of 1,100 gpm and is equipped with a 150-horsepower submersible well pump. The existing well was reverse mud-rotary drilled in 1991 with a 14-inch steel casing installed to a depth of 550 feet.
- 4.2 All available site data, well data, and water quality data for the existing Northridge Well will be provided to selected consultant.

#### **5.0 District's Objectives and Expectations**

- 5.1 The District's main objectives are:
  - ***Meet the December 31, 2025 deadline to have the project completed and accepted as a water supply source in the FOWD's Water Supply Permit.***
  - Increase water supply reliability for FOWD customers during period of drought and low availability of surface water supply.
  - Maximize production capacity without compromising water quality from the new well under normal operating conditions.
  - Meet all applicable US EPA and the State Division of Drinking Water water quality standards for groundwater wells.

- Maximize specific yield and reduce operation and maintenance cost of the new well under normal operating conditions.
- Utilize the best available technology in construction of the potable groundwater well.
- When deemed reasonable, utilize available existing infrastructure to minimize construction cost.
- Comply with all necessary State and County regulations for drilling of the new well and abandonment of the existing well.

## **6.0 Scope of Work**

The following minimum scope of work was developed for the project and all proposals must include listed deliverables for each listed task.

As a proposal addendum, it is requested all proposals include additional tasks that the consultant deems important for the successful completion of the project if not listed.

### **6.1 Task 1 - Preliminary Work and Site Evaluation**

- Complete site survey and general assessment.
- Prepare a Drinking Water Source Assessment Plan (DWSAP) and submit to it to the Division of Drinking Water (DDW). Address any comments to gain DDW approval.
- Coordinate completion of necessary Water Quality sampling.
- Prepare a Low Threat NPDES permit application and process it through regulatory agency for approval.
- Abandon Existing well.

### **6.2 Task 2 - Pilot Hole Construction and Initial Geophysical Surveys**

- Review existing well's drilling log and information.
- Prepare a set of construction specifications for completion of an 8-inch pilot hole at the proposed new well location.
- Provide Fair Oaks Water District with the list of qualified well drilling contractors.

- Based on the geophysical surveys, complete and present to the District a basis for design of the new well in a written Feasibility Memorandum outlining the potential yield, water quality, construction details and cost estimate for a new groundwater well at this location. Consideration should be given to ensuring that the new well will meet all drinking water standards without treatment and analyze impacts of potential treatment implementation if recommended.

### 6.3 Task 3 – New Well Design and Construction

- Based on the Feasibility Memorandum developed in task 2, prepare a complete a bid package consisting of a set of construction specifications and plans for drilling a new groundwater well at the site.
- Complete required environmental documentation.
- Prepare topographic survey.
- Provide FOWD with the list of qualified well drilling contractors.
- Post and distribute bid package.
- Assist the District with Bid Addendums and Requests for Information from qualified contractors.
- Upon receiving Bids, provide District with the written recommendations for awarding construction contract.
- Provide full construction and engineering project management during the construction of the new well through completion. This shall at a minimum include pre-construction and weekly progress meetings, submittal review, site monitoring, drill cutting and soils sample logging, well development, water quality monitoring, and review / approval of invoices for payment by the FOWD.
- Provide FOWD with a Well Completion Report that summarizes the construction and testing of the new well. Report must include pilot hole logs, geophysical logs, permitting, construction methods and materials, as-built details, results of testing and recommendations for long-term pumping rate of the well. This report will be used to deign equipment for the new well.

### 6.4 Task 4 - New Well *Equipping* Design and Construction

- Develop a preliminary site plan for FOWD approval.

- Handle utility coordination.
- Obtain required permits and permissions.
- Provide construction staking.
- Develop a complete set of plans and specifications that at a minimum include the following:
  - Cover Sheet
  - Grading and Drainage Plan (must include existing and proposed elevations extending 25 feet beyond the property lines)
  - Site Development Plan
  - Architectural Plans and Details (if required)
  - Civil Plans and Details
  - Mechanical Plans and Details
  - Electrical Plans and Details
  - Structural Plans and Details (if required)
  - Instrumentation and Controls (SCADA) and Integration Plan
- Provide an operation memorandum.
- Design Review Meetings
  - 50% Design Review – Prepare for, conduct, and document a 50% design review meeting to include civil, architectural, mechanical, electrical, and instrumentation designs; specifications outline; SMUD application and submittal.
  - 95% Design Review – Prepare for, conduct, and document a 95% design review meeting to include all drawings, all technical and construction specifications, engineering opinion of the probable construction cost, and preliminary operations plan for groundwater well.
- Provide FOWD with the list of qualified well equipping contractors.

- Post and distribute bid package.
- Assist FOWD with bid addendums and requests for information from qualified contractors.
- Upon receiving bids, provide FOWD with written recommendations for awarding construction contract.
- Construction Management and Inspection - The Consultant is to provide quality construction management services for successful completion of the project on schedule and within budget. The following specific tasks will be completed by the Consultant:
  - Attend pre-construction meeting, review construction schedule.
  - Provide Notice to Proceed
  - Review Contractor submittals for conformance to the design drawings and specifications.
  - Review and respond to Contractor's Requests for Information (RFI).
  - Issue field memorandums and clarifications as required.
  - Review Contractor change orders and provide recommendations to District staff.
  - Review Contractor progress payments and provide recommendations to District staff.
  - Assist in resolving conflicts caused by discrepancies in contract documents.
  - Assist in start-up and commissioning operations, attend contractor walkthroughs; final inspections and testing.
  - Prepare and provided record drawings depicting as-built conditions in AutoCAD (latest version) and pdf.
  - Provide Notice of Completion.
  - Provide an Operation and Maintenance Manual in Word and pdf formats.

## **7.0 How to Submit Proposals**

Proposal shall be submitted in a sealed envelope, clearly marked on the outside with the Project Name **Northridge Well Replacement – Design**.

Respondents must submit one (1) unbound and two (2) bound copies of the response with all the information requested in this document. Respondents must submit all information related to fees in a separate sealed envelope included in the package. Proposals should be prepared simply and economically, by providing a straightforward, concise description of the proposer's capabilities related to specified services. Proposals should not include any information not specifically identified or specified as a required response. FOWD requests that proposals be limited to 20 pages (not counting resumes and example plan sets) submitted in the format outlined below.

- Cover Letter indicating RFP title, name of firm, local firm address, local firm phone number and contact person with an email address – 1 page.
- Table of Contents – 1 page.
- Brief description of the firm and qualifications for completing the project – 2 pages.
- Based on the scope of services outlined in the RFP, an overview of project understanding and a high-level plan for completing the project. This section must also include a proposed schedule for completing the project – including milestones for completion of each of four listed project tasks. If different, please provide an alternate approach for meeting the December 31, 2025 through construction project completion date – 6 pages.
- Information on the firms Project Team for the term the contract – 4 pages.
  - Organizational structure of firm.
  - Name of the point-of-contact in the firm that will be responsible for ALL Project issues – Project Manager. This is the person that will have direct and continued responsibility for the services provided to the FOWD. This person will be FOWD's first point-of-contact and will handle day-to-day activities through to the Project's completion.
  - List key Project personnel and project role.
  - Experience and resumes of key Project personnel.
  - Identification of subconsultants, if applicable.

- Other pertinent information.
- Project References – provide public agency project references including client contact information – providing improvement plans (half-size) for **one (1)** of the referenced projects – 3 pages.
- ***In a separate sealed envelope***, provide a project fee proposal broken down by the four tasks listed in the RFP. Include fee estimates for all sub-consultants and vendors with supporting information. This initial fee estimate will be used to finalize the Professional Services Agreement developed between the selected consultant and FOWD. Please also include the following in the project fee proposal:
  - Hourly rate schedule for each person that will be assigned to the Project or bill to the project, including all sub-consultants.
  - Provide mark-up by percentage for reimbursable expenses and sub-consultants.
  - Provide list of typical reimbursable expenses.
  - Please note that the project fee proposal does not have a suggested page limit and that pages included in the project fee proposal do not count in the suggested total page limit of 20 pages.

## **9.0 Proposal Selection**

All proposals must be received no later than proposal due date. ***Late proposals will not be considered.***

- Cost of preparation of proposals will be borne by the proposer.
- In submittal of a proposal, proposer provides the FOWD with the right to contact all references listed in the proposal and to investigate all information listed in the proposals.
- This request does not constitute an offer of employment or to contract for services.
- The FOWD reserves the right to reject any or all proposals, wholly or in part, received by reason of this request.
- All proposals submitted shall become FOWD property.

- All proposals shall remain firm for sixty (60) days following the closing date for receipt of proposals.
- The FOWD reserves the right to award the contract to the firm who represents the proposal which in the judgment of the FOWD best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.
- Selection will be made based on the proposals submitted.

## **8.0 Selection of Consultant**

FOWD is seeking an engineering firm that offers qualifications and competence that best meets the needs of the District. FOWD, to the best of its ability, will utilize the Qualifications-Based Selection guidelines listed in the table below in evaluating the proposals.

The following will be used by the selection committee for the use of ranking proposals, based on how fully each proposal meets the requirements of this RFP.	
Cover Letter	Pass / Fail
Active Required Professional License	Pass / Fail
Qualifications & Experience of Team	25 points out of 100 points
Resource Allocation	15 points out of 100 points
Work Approach	35 points out of 100 points
Ability to Meet Schedule	25 points out of 100 points
Notes:	
<ol style="list-style-type: none"> <li>1. If interviews are conducted, the proposers selected will be required to physically attend interviews conducted at the FOWD office.</li> <li>2. If interviews are conducted, the FOWD will not interview more than the top three ranking proposers.</li> </ol>	

A review panel will rank the proposals based upon the aforementioned criteria and make a selection or may select proposers to interview.

After a firm is selected, the District will negotiate with the firm to determine a final scope of work and fee proposal for the final Professional Services Agreement.

Exhibit "A"





**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM V.3**

**Update and Discussion on the New York Well Project**



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## AGENDA ITEM V.3

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors  
From:        Tom R. Gray  
Date:        June 11, 2024  
Subject:      Update and discussion New York Well Project

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### **Recommendation:**

None – information item.

### **Discussion:**

The FOWD Board of Directors approved the drilling and equipping of a new water production well at the existing New York Well site in 2020.

Phase I of the project, the construction of the new well at the site, was completed in June of 2021. The pumping capacity of the new well is estimated at 2,300 gpm.

Due to long lead times required to obtain critical water production equipment, the FOWD Board of Directors approved the prepurchase of a pump and motor for the new well in October of 2023. The FOWD has not received this equipment to date and the current estimated delivery date is October 2024.

Phase II of the project consists of the equipping of the well. The well equipping plans and specifications are 95% complete. On June 7, 2024 FOWD staff met with the consultant and provided final comments on the plans.

It is estimated that Phase II of the project will be posted for bids in the first week of August 2024.

### **Policy Implications:**

None.

### **Fiscal Impact:**

Funding for Phase II of the project was included in the FOWD Board approved 2024 Budget.



June 17, 2024

Staff Report Briefing Materials

## AGENDA ITEM V.4

**Discussion and possible action on the New York Water Main Replacement Project  
Phase I**



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## AGENDA ITEM V.4

REGULAR Board Meeting on June 17, 2024

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To: Board of Directors  
From: Tom R. Gray  
Date: June 12, 2024  
Subject: Discussion and possible action on the New York Water Main Replacement Project Phase I

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### **Recommendation:**

Direct the General Manager to enter into an agreement with Flowline Contractors, Inc. for the construction of the New York Main Replacement Project Phase I at a cost of \$996,056.

Approve a ten percent contingency of \$99,606 for the project budget.

### **Discussion:**

At the May 20, 2024 regular meeting of the Fair Oaks Water District (FOWD) Board of Directors, the FOWD Board directed staff to proceed with the posting of a bid package for the construction of Phase I of the New York Main Replacement Project. This phase of the project includes the replacement of 1,810 feet of “at risk” steel water main from north of Lemon Street to Orange Avenue.

The following is a summary of bid process:

- Bid due date was June 12, 2024.
- Posted the Request for Bid (RFB) package on the FOWD website on May 22, 2024.
- Posted a Notice to Bidders in the Sacramento Bee and the on Sacramento Regional Builder’s Exchange (SRBX) on May 23, 2024.
- An addendum to the RFB was provided to all inquiring contractors, posted on the FOWD website, and posted to SRBX on June 6, 2024

Five bids were received by the bid due date. All bids received are summarized below.

Rank	Contractor	Bid
1	Flowline Contractors, Inc.	\$996,056
2	Martin General Engineering, Inc.	\$1,129,670
3	LaFluer Engineering, Inc.	\$1,299,418
4	Rawles Engineering, Inc.	\$1,317,054
5	Dutch Contracting, Inc.	\$1,713,622.50



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The lowest bidder was Flowline Contractors, Inc. with a bid of \$996,056.

FOWD staff determined that Flowline Contractors, Inc. met all the requirements listed in the RFB.

The engineers estimate developed by FOWD staff was \$1,161,205.

All plans, specifications, and bid package documents for this project were developed by FOWD staff.

**Policy Implications:**

None.

**Fiscal Impact:**

Estimated funding for the New York Main Replacement Project was included in the FOWD Board approved 2024 budget.



June 17, 2024

Staff Report Briefing Materials

**AGENDA ITEM V.5**

**Discussion and possible action on reconciling the main replacement agreement  
between the FOWD and FORPD**



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## AGENDA ITEM V.5

REGULAR Board Meeting on June 17, 2024

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To: Board of Directors  
From: Tom R. Gray  
Date: June 13, 2024  
Subject: Discussion and possible action on reconciling the main replacement agreement between the FOWD and FORPD

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### **Recommendation:**

Authorize the General Manager to finalize negotiations to split the outstanding project cost balance of \$106,706 equally between the Fair Oaks Water District (FOWD) and Fair Oaks Recreation and Park District (FORPD) or seek to nullify the executed agreement and bill the FORPD for 100% of the project cost.

### **Discussion:**

In July of 2021, the FORPD Board of Directors and FOWD Board of Directors reached a conceptual agreement to relocate public water facilities that will be impacted by planned improvements to the Village Park area.

In accordance with direction from the FOWD Board, FOWD staff worked with FORPD staff to develop a formal agreement to complete the required public water improvements. The FOWD Board approved a capital improvement expense not to exceed \$260,000 – with \$158,000 included in the 2022 budget and \$102,000 funded from FOWD cash reserves.

In exchange for this investment on behalf of the FORPD, the FOWD was to receive a future water well site that was detailed in the agreement.

For reasons that benefited both the FORPD and FOWD, the project scope expanded resulting in an additional cost of \$106,706 to complete the public water infrastructure installed with the FORPD project.

FORPD staff have rejected FOWD's request for the final payment of \$106,706.

To continue successful collaboration on behalf of the community of Fair Oaks, FOWD staff is recommending that the FOWD Board approve splitting the outstanding \$106,706 cost between the two agencies and close the project.

A copy of the final agreement is attached reference.

### **Policy Implications:**

None.

### **Fiscal Impact:**

An unbudgeted transfer of \$53,353 from FOWD cash reserves to complete the project.

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**FAIR OAKS RECREATION AND PARK DISTRICT AND FAIR OAKS WATER DISTRICT  
WATER PIPELINE RELOCATION AND WELL SITE CONVEYANCE AGREEMENT**

THIS AGREEMENT is entered into between Fair Oaks Recreation and Park District, a local government agency ("Park District"), and Fair Oaks Water District, a local government agency ("Water District"). This Agreement will become effective on the date that it is signed by the last party to sign as indicated by the date associated with that party's signature below. The parties agree as follows:

**1. Recitals.** The parties enter into this Agreement with reference to the following background recitals:

1.1. Park District owns the Village Park and Plaza Park in the Fair Oaks Village, located in Sacramento County, CA - including the Community Clubhouse located north of the intersection of California Avenue and Temescal Street. Park District plans to redevelop and improve the parks and rehabilitate the clubhouse. The work will include parking, walkway, and landscaping improvements (the "Improvements") in the area between the clubhouse, California Avenue, and Temescal Street.

(A) Village Park and Plaza Park are both located in the Fair Oaks Water District service area.

1.2. Park District owns Phoenix Park at 9050 Sunset Avenue in Sacramento County.

(A) Phoenix Park is located in the Fair Oaks Water District service area.

1.3. County of Sacramento ("County") owns a county road right-of-way, including an associated public utility easement ("PUE"), located in front of the south side of the Village Park Clubhouse as shown on the attached Exhibit A. The existing right-of-way and PUE interfere with Park District's planned Improvements. The Park District is therefore working with the County to abandon and vacate the road right-of-way and PUE in order to accommodate the installation of their proposed improvements.

1.4. Water District owns and operates a water infrastructure within the existing PUE as shown on Exhibit A. As a condition of the County abandoning and vacating the right-of-way, the Water District will need to relocate its existing public water infrastructure out of the PUE and into the County road right-of-way for California Avenue and Temescal Street.

1.5. Water District is willing relocate its existing public water facilities in accordance with Exhibit B (at its cost) and abandon its interests in the PUE in exchange for Park District granting to the Water District (without cost) a water well site easement subject to the terms of this Agreement.

**2. Water District Pipeline Relocation and PUE Abandonment**

2.1. Water District, at its sole cost and expense, shall abandon in place, in accordance with current County of Sacramento Standards, all existing public water infrastructure

located within the PUE as shown on Exhibit B. Water District shall make every reasonable effort to complete this work by April 30, 2022.

2.2. Water District, at its sole cost and expense, will install new water infrastructure in accordance with the Water Improvements Plans as shown on Exhibit B and limited to the cost included in the Engineers Estimate as shown on Exhibit C plus a twenty-five percent contingency. Any cost for this work in excess of this cap will be paid by the Park District. Water District shall make every reasonable effort to complete this work by April 30, 2022.

(A) Water District shall backfill and compact all areas of Water District work in accordance with County of Sacramento standards – but will not be responsible for any paving, flatwork, or restoration of such.

2.3. Upon completion of the water pipeline relocation work, the Water District shall be deemed to have abandoned and vacated all of its rights and interests in the PUE. The Water District shall promptly inform County in writing that it has abandoned its rights and interests in the PUE. Water District shall cooperate with County and Park District as appropriate to facilitate the right-of-way and PUE vacation.

### **3. Water Well Easement**

3.1. Park District shall grant and convey an easement in Phoenix Park to Water District for the installation, operation, and maintenance of a water well (including pump and wellhead treatment equipment) and an associated underground pipeline to connect the well to the existing Water District water distribution system. The well site shall not exceed 175 feet by 175 feet (or the equivalent square footage if not square). The exact easement location within the park shall be determined later in coordination between the parties and it shall be subject to the approval of the governing boards of both Water District and Park District. Park District shall not unreasonably refuse to approve the easement location.

(A) Prior to accepting a proposed well site, the Water District shall drill a test hole to determine the estimated water quality and quantity that the proposed site may yield. If a proposed site is determined by the Water District unacceptable for further investment, the Water District shall return the site to its existing condition prior to the drilling.

(B) Test hole drilling shall be limited to two locations at Phoenix Park. If both proposed locations at Phoenix Park are determined to be unacceptable for further investment by the Water District, the Park District shall convey the following to the Water District:

(1) An approximate 150 Ft x 150 Ft property located immediately adjacent to the Water District's existing well site located in Fair Oaks Park for the purpose of drilling a replacement groundwater well.

3.2. The easement shall be in substantially the form as set forth in the attached Exhibit D (the "**Easement Agreement**"). Upon the parties' approval of the exact easement location within the park, Water District shall retain a qualified engineering or surveying firm to prepare an easement plat and description to be incorporated into the Easement Agreement. The final plat and description as prepared by Water District's engineer or surveyor shall be

subject to Park District's written approval, which approval will not be withheld unreasonably.

3.3. Upon Park District approval of the plat and description, Park District will finalize and prepare a signature-ready Easement Agreement with all exhibits. The final Easement Agreement shall be subject to Water District's written approval, which approval will not be withheld unreasonably. Upon approval by Water District, Park District shall approve and sign (including notary acknowledgement) the Easement Agreement and deliver it to Water District. Water District then shall approve and sign the Easement Agreement and arrange for the recording of the document. Water District shall provide a copy of the fully executed and recorded Easement Agreement to Park District.

3.4. Water District shall pay the fees and costs to prepare the easement plat and description and the County recording fees. Water District, at its sole cost and expense, may obtain from a title company a preliminary title report and title insurance policy for its acquired easement interest.

3.5. Water District has been advised to investigate the condition and suitability of Phoenix Park for its intended use and all matters affecting the usability of the property. Park District makes no representation or warranty of any kind, express or implied, as to the physical condition of its property; condition of the soil or presence of groundwater; permissible uses of the property or limitations on use (including matters pertaining to zoning, environmental, or other laws, regulations, or governmental requirements); utilities on or near the property; presence or absence of toxic materials or hazardous substances in, on, under, or around the property; or any other matter bearing on the use or condition of the property.

3.6. Water District's pipeline relocation and PUE abandonment pursuant to section 2 is the consideration that supports Park District's conveyance of the easement to Water District.

#### **4. General Provisions**

4.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their Agreement concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, Agreements, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

4.2. Construction and Interpretation. The parties agree and acknowledge that this Contact has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

4.3. Amendment. This Agreement may be modified or amended only by a later writing approved by the governing board of each party and signed by all parties.

**4.4. Further Assurances and Cooperation.** The parties will reasonably cooperate with each other to carry out the purpose and intent of this Agreement. In order to carry out and give full effect to this Agreement, each party will use all reasonable efforts to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

**4.5. Remedy.** In light of the nature of the actions required by this Agreement involving the abandonment and conveyance of real property interests, the parties agree that monetary damages would not be an adequate remedy in the event of a breach of this Agreement. Therefore, the parties agree that specific performance of the obligations under this Agreement would be an appropriate remedy in the event of a breach of the Agreement.

**4.6. Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated, or subAgreemented in whole or in part, whether by assignment, subAgreement, merger, operation of law or otherwise, by either party without the prior written consent of the other party.

**4.7. Notices.** Any notice, demand, invoice, or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

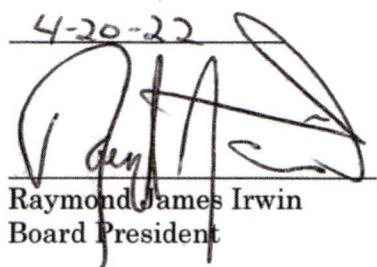
Park District:	Water District:
District Administrator Fair Oaks Recreation & Park District 4150 Temescal Street Fair Oaks, CA 95628 maho@forpd.org	General Manager Fair Oaks Water District 10326 Fair Oaks Boulevard Fair Oaks, CA 95628 tgray@fowd.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

FAIR OAKS RECREATION AND PARK  
DISTRICT

Date: 4-20-22

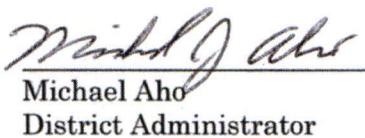
By:



Raymond James Irwin  
Board President

Date: 4-20-22

By:

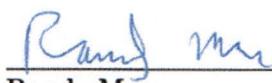


Michael Aho  
District Administrator

FAIR OAKS WATER DISTRICT

Date: March 14, 2022

By:



Randy Marx  
Board President

Date: March 7, 2022

By:

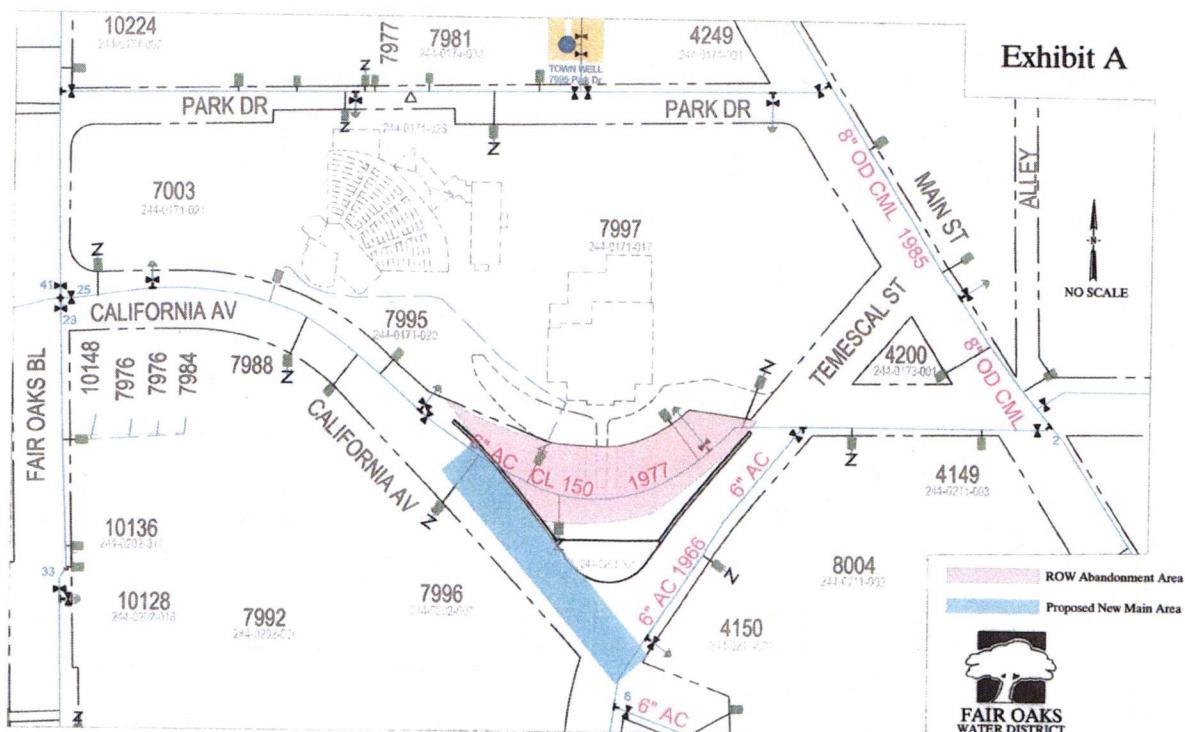


Tom R. Gray  
General Manager



**EXHIBIT A**  
**Diagram Showing County Road Right-of-Way and PUE to be Abandoned  
and Water Pipeline to be Relocated**

**Exhibit A**

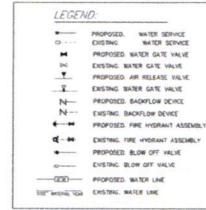


## FAIR OAKS WATER DISTRICT FAIR OAKS, CALIFORNIA

### WATER MAIN REPLACEMENT PLAN ON CALIFORNIA AVE EXHIBIT B

**LIST OF ABBREVIATIONS:**

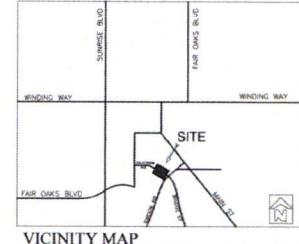
AC - ASPECT TO EXISTING  
A/C - AIR CONDITIONING  
ADM - ADJUSTABLE VALVE  
AVL - AUTOMATIC VACUUM RELEASE VALUE  
BLVD - BOULEVARD  
BND - BEND  
BOE - BACK OF CURB  
BOF - BACK OF FEET  
BOM - BACK OF WALL  
BV - BACK VALVE  
C - CABLE  
CL - CLEAR  
CMB - COORDINATED  
C/L - CENTERLINE  
CONC - CONCRETE  
CONC, L - CONCRETE LINE  
CONDT - CONTRACT  
CT - CURB AND GUTTER  
DIA - DIAMETER  
DIA, C - DIAMETER, CONC  
DR - DRIVE  
DYS - DRAIN SYSTEM  
ELCT - ELECTRICAL  
EMT - EMBODIMENT  
FC - FLOOR CROSS  
FLR - FLANGED END  
FLR, P - FLANGED END FOR UP/RIGHT  
FG - FINISH GRATE  
FHR - FIRE HYDRANT  
FL - FLOW LINE  
FLC - FLOW LINE COUPING  
GR - GRATE  
GV - GATE VALVE  
HV - HYDRAULIC VALVE LINE  
I - INTERCEPTOR  
INT - INTERSECTION  
JP - JUNCTION POINT  
L - LENGTH  
LF - LEAD FREE  
LP - LOW POINT  
MAX - MAXIMUM  
MNB - MINIMUM  
MNB, C - MINIMUM CONC  
NO - NOT  
O/C - ON CENTER  
P - PIPE  
P.D. - PIPE DIA  
PL - PROPERTY LINE  
P.S. - PROPERTY SURFACE  
P.S.I. - POUNDS PER SQUARE INCH  
PSI - POUND(S) PER SQUARE INCH  
PV - POLYVINYL CHLORIDE PIPE  
RD - READING  
ROM - ROOM  
RT - RIGHT OF WAY  
SD - SLOPE  
SO - SIDE OF DRINK  
STA - STATION  
STC - STREET COUPING  
TOP - TOP BACK OF CURB  
TRW - TROWEL  
TOP, R - TOP OF WATER MAIN  
TP - TIE POINT  
TOP, P - TOP OF PIVOT  
TOP, T - TOP OF TEE  
WATER - WATER MAIN  
W/ - WITH  
WAT - WATER SERVICE


**ENCROACHMENT PERMIT #**  
**ENUC2022-00059**
**POTHOLE INSTRUCTION NOTE:**
**USA NORTH**  
**811**  
Know what's below.  
Call before you dig.

811/800 227-2600

REVIEWED BY:	DATE:	DESIGNED BY:	
REVIEWED BY:	DATE:	DRAWN BY:	
REVIEWED BY:	DATE:	CHECKED BY:	
REVIEWED BY:	DATE:	REVIEWED BY:	

REV'D: 04/06/2022 REV. DATE: DESCRIPTION: APPROV'D:

FAIR OAKS WATER DISTRICT  
10326 FAIR OAKS BLVD, FAIR OAKS, CA 95628, (916) 967-5723  
CALIFORNIA AVE. WATER MAIN REPLACEMENT PLAN  
COVER SHEET

**VICINITY MAP**
*NO SCALE*

INSTALLATION CHART (NEW OR UPGRADE)	
QUANTITY	DESCRIPTION
1 EA	8" FIRE SERVICE (RELATION)
2 EA	8" FIRE HYDRANT (UPGRADE)
1 EA	4" FIRE HYDRANT (UPGRADE)
2 EA	1" WATER SERVICE (RELATION)
1 EA	1.5" WATER SERVICE (UPGRADE)

RETENTION	
QUANTITY	DESCRIPTION
300ft LF	8" AC FIRE SERVICE
1 EACH	8" FIRE HYDRANT
2 EACH	4" FIRE HYDRANT
2 EACH	2" WATER SERVICE
1 EACH	1.5" WATER SERVICE

LIST OF DRAWINGS	
TITLE SHEET, PIPE DIA, LENGTH, TYPE, GENERAL NOTES AND LIST OF DRAWINGS	SHEET 1/9
CALIFORNIA AVE PLAT AND RE-EIN DETAIL	SHEET 2/9
POINT OF CONNECTION (POC) DETAILS	SHEET 3/9
FIRE STANDARD DRAWINGS AND TE-IN DETAIL	SHEET 4/9
EROSION AND SEDIMENT CONTROL PLAN	SHEET 5/9

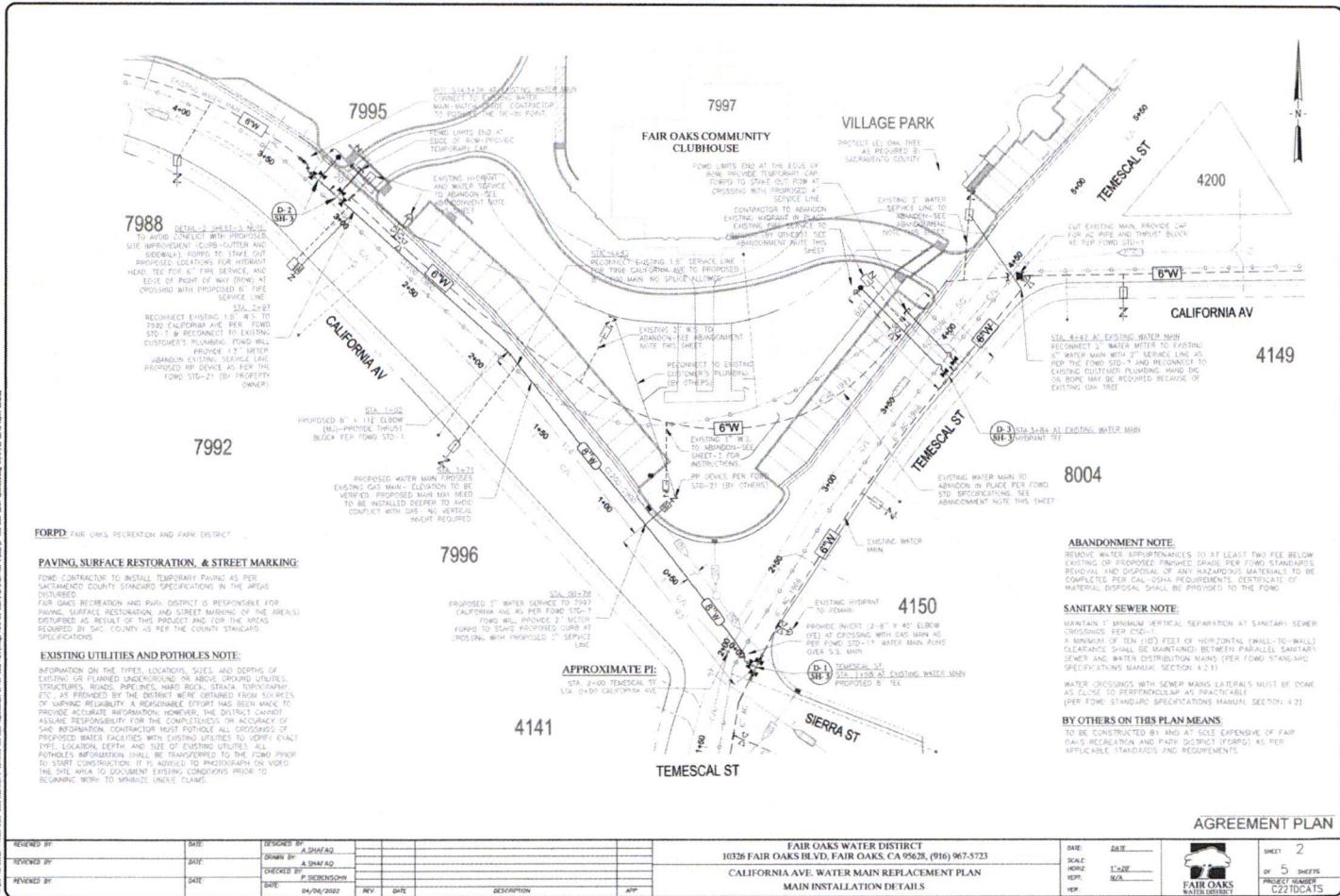
BOARD OF DIRECTORS	
RANDY MARK	PRESIDENT (4)
MICHAEL MORAE	VICE PRESIDENT (2)
CHRISTIAN PETERSEN	DIRECTOR (1)
GARY PAGE	DIRECTOR (3)
MISHA SARIKOVICH	DIRECTOR (5)

FWD: GENERAL MANAGER - TOM R. GRAY	
APPROVED BY:	

FAIR OAKS WATER DISTRICT  
EXPIRES 1 YEAR FROM DATE OF SIGNATURE

DATE:	SIGNATURE:	TITLE:	DATE:	DATE:	DATE:	DATE:
			APPROVED	RECEIVED	NOTICE	RECEIVED
			RECEIVED	RECEIVED	RECEIVED	RECEIVED
			RECEIVED	RECEIVED	RECEIVED	RECEIVED


**1**  
OF 5 SHEETS  
**C22FDCCATS**



**EXHIBIT C**

**Cost Estimate for the Installation and Abandonment of Public Water Facilities In  
Accordance with this Agreement**

**EXHIBIT C - Time and Material Construction Cost Estimate (In-house Project) - 2021**

Date	8/26/2021- Rev. 01/26/2022	Expires:	Rev: 1	
Job Location	California Ave. x Temescal St.			
Description of the work to be done	Plan Attached		YES	
Upgrade of water facilities				
<b>Labor</b>				
	Service Personnel in Hours	Rate per Hour	Cost	
Ops. Superintendent	22	\$95.00	\$2,090.00	
Associate Engineer	80	\$84.00	\$6,720.00	
Construction Inspector	2	\$71.00	\$142.00	
Ops. Supervisor	46	\$84.00	\$3,864.00	
Water Quality Tech	3	\$71.00	\$213.00	
Distribution System Operator III	184	\$57.00	\$10,488.00	
Distribution System Operator II	184	\$57.00	\$10,488.00	
Distribution System Operator I	500	\$57.00	\$28,500.00	
Contingency			\$3,125.00	
<b>Subtotal Labor</b>			<b>\$65,630.00</b>	
<b>Equipment</b>				
	Service Equipment in Hours	Rate per Hour	Cost	
Utility Truck	168	\$47.00	\$7,896.00	
Dump Truck	168	\$27.00	\$4,536.00	
Backhoe	168	\$40.00	\$6,720.00	
Transportation (Pickup)	88	\$15.00	\$1,320.00	
Vacum Excavator	40	\$42.00	\$1,680.00	
Other: Whacker/Tamper	40	\$5.00	\$200.00	
Contingency			\$1,118.00	
<b>Subtotal Equipment</b>			<b>\$23,470.00</b>	
<b>Materials</b>				
	Type	Quantity	Unit Price	Cost
Aggregate Base	per ton	70	\$22.00	\$1,540.00
Sand	per ton	90	\$22.00	\$1,980.00
Cutback	per ton	36	\$96.50	\$3,474.00
Spoils Removal (contracted rates)	Hour	30	\$90.00	\$2,700.00
Paving Cost (based on current contract) and open trench	\$12 per sq. ft.	0	\$12.00	\$0.00
<b>Concrete</b>				
Finish		0		\$0.00
Sack		8	\$20.00	\$80.00
<b>Additional Fees</b>				
Environmental Fee	per load	16	\$5.50	\$88.00

	Type	Quantity	Unit Price	Cost
County Spoils (Landfill recovery fee)	per ton	165	\$15.00	\$2,475.00
County Compaction Lab Test	per hour (Sac. County)	2	\$115.11	\$230.22
<b>Chemicals/ Laboratory Services</b>				
Coliform Bacteria	ea	2	\$170.00	\$340.00
pH & Temperature		0		\$0.00
VOC & SOC		0		\$0.00
Sodium Hypochlorite		0		\$0.00
Calcium Hypochlorite		0		\$0.00
Other: Backflow Device Testing	ea	4	\$125.00	\$500.00
<b>8" Main &amp; Tie-ins</b>				
6" Flex Coupling (C900 x AC)	ea	3	\$148.00	\$444.00
8" Gate Valve (FL x FL)	ea	5	\$991.20	\$4,956.00
8" X 8" Tee (FL x FL)	ea	1	\$233.55	\$233.55
8" C900 PVC Pipe	ft	350	\$19.79	\$6,926.50
8" x 6" Reducer	ea	3	\$337.10	\$1,011.30
6" x 36" Spool	ea	1	\$290.43	\$290.43
8" C900 Mega Lug	ea	9	\$81.24	\$731.16
8" x 45 degree El	ea	6	\$266.31	\$1,597.86
<b>Hydrant</b>				
8" x 6" Tee (FL x MJ)	ea	1	\$241.00	\$241.00
6" Gate Valve (FL x MJ)	ea	1	\$611.69	\$611.69
6" x 24" L Spool	ea	1	\$200.00	\$200.00
6" Megalug	ea	2	\$52.10	\$104.20
6" C900 Pipe	ft	20	\$16.64	\$332.88
Hydrant Burry	ea	1	\$365.59	\$365.59
Bolt set (Hydrant breakaway)		1	\$5.62	\$5.62
6" Gaskets		2	\$22.86	\$45.72
6" hydrant head	ea	1	\$2,787.77	\$2,787.77
Breakaway Bolts				
<b>6" Fire Service Service</b>				
8" x 6" Tee (FL)	ea	1	\$259.00	\$259.00
6" Gate Valve (FL x MJ)	ea	1	\$338.00	\$338.00
6" Megalug	ea	2	\$29.00	\$58.00
6" C900 Pipe	ft	20	\$16.64	\$332.88
<b>6" Backflow Device</b>				
6" Gate Valve (FL x MJ)		1	\$259.00	\$259.00
6" DIP		20	\$22.81	\$456.20
6" X 90° EL		4	\$187.28	\$749.12
6" Double Check Detector Assembly		1	\$8,905.00	\$8,905.00
6" Megalug		6	\$29.00	\$174.00
<b>1" Service</b>				
1" X 8" Saddle - C900	ea	2	\$70.00	\$140.00
1" Corp Stop	ea	2	\$69.00	\$138.00
1" Copper Tube	ft	25	\$10.00	\$250.00
1" Compression Fitting (FIP x MIP) Com	ea	2	\$20.25	\$40.50
1" Brass ell 90° Bend	ea	2	\$5.84	\$11.68
1" x 24" L Brass Nipple	ea	2	\$35.89	\$71.78
1" Meter Setter	ea	1	\$252.00	\$252.00

	Type	Quantity	Unit Price	Cost
Meter Box (B16)	ea	1	\$37.98	\$37.98
Box Lid (Steel)	ea	1	\$147.97	\$147.97
<b>2" Service</b>				
2" X 8" Saddle - C900	ea	2	\$119.00	\$238.00
2" Corp Stop	ea	2	\$158.00	\$316.00
2" Copper Tube	ft	125	\$15.00	\$1,875.00
2" Compression Fitting (FIP x MIP) Com	ea	2	\$61.00	\$122.00
2" Brass ell 90° Bend	ea	2	\$29.00	\$58.00
2" x 24" L Brass Nipple	ea	4	\$68.00	\$272.00
2" Meter Setter	ea	2	\$865.00	\$1,730.00
Meter Box (B30)	ea	2	\$33.00	\$66.00
Box Lid (Steel)	ea	2	\$116.00	\$232.00
<b>Miscellaneous Service Line Parts</b>				
12 Caution Tape	Roll	1	\$32.01	\$32.01
Tracer Wire	Roll	1	\$169.00	\$169.00
<b>Boxes</b>				
**Traffic Areas		0		\$0.00
G5 Box		7	\$37.87	\$265.09
G5 Lid		7	\$27.90	\$195.30
Contingency				\$2,624.00
<b>Subtotal Material</b>				<b>\$55,108.00</b>
<b>7.75 % Material Tax</b>				<b>\$4,270.87</b>
<b>Subtotal Material With Tax</b>				<b>\$65,316.76</b>
<b>Miscellaneous</b>				
Traffic Control		20	\$2,500.00	\$50,000.00
Encroachment Permit		0	\$365.75	\$0.00
County Inspection (CMID)		3	\$135.00	\$405.00
Light Board			\$23.00	\$0.00
Shoring			\$300.00	\$0.00
Flagging		0	\$35.00	\$0.00
<b>Subtotal Miscellaneous with 5% contingency</b>				<b>\$52,925.25</b>
<b>Total Estimated Cost</b>				<b>\$207,342.01</b>

**EXHIBIT D**  
**Form of Easement Agreement**

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
 )  
Fair Oaks Water District )  
10326 Fair Oaks Blvd. )  
Fair Oaks, CA 95628 )  
 )

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[Conveyance to local government agency -- exempt from recording fees (Government Code sections 6103 & 27383)]

#### EASEMENT AGREEMENT

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between Fair Oaks Recreation and Park District, a local government agency ("**Park District**"), and Fair Oaks Water District, a local government agency ("**Water District**"), who agree as follows:

**1. Recitals.** This Agreement is made with reference to the following background recitals:

1.1. Park District is the fee owner of that certain parcel of land comprised of approximately \_\_\_\_\_ acres (known as Phoenix Park) located in the County of Sacramento, State of California, which is more particularly shown on the attached Exhibit A ("**Phoenix Park**").

1.2. Park District and Water District have entered into the Water Pipeline Relocation and Well Site Conveyance Agreement dated \_\_\_\_\_, 2021 (the "**Agreement**"). The Agreement provides for Park District to convey a certain easement in Phoenix Park to Water District in exchange for Water District's agreement to relocate a certain water pipeline and abandon its interests in a public utility easement.

1.3. Water District desires to acquire an easement in Phoenix Park for the future installation and operation of a water well (including pump and wellhead treatment equipment) and an associated pipeline to connect the well to the existing water distribution system.

1.4. Water District has relocated the water pipeline and abandoned its interests in the public utility easement in accordance with the terms of the Agreement. Park District and Water District have agreed upon the location of the easement and they have cooperated on the preparation of an easement plat and description (which are incorporated as Exhibits B and C). Park District therefore is ready to convey an easement to Water District (as contemplated by the Agreement) for the installation and operation of a water well, underground water pipeline, and related facilities, together with access to and from the facilities, on and subject to the terms and conditions of this Agreement.

## **2. Grant of Easement**

2.1. Permanent Easement. Park District hereby grants to Water District a nonexclusive permanent easement in gross in, over, under, and across Phoenix Park in the easement area depicted and described on the attached Exhibit B and Exhibit C (the “**Easement Area**”), for the survey, installation, construction, excavation, use, operation, maintenance, repair, inspection, and replacement of a water well (including pump and wellhead treatment equipment), fencing, underground water pipeline, and related valves, fittings, facilities, and appurtenances (the “**Easement**”)

2.2. Access. The Easement shall include the right to ingress to and egress from the Easement Area to and from public roads for such purposes. Access to and from public roads shall be along such roads as may exist from time to time in Phoenix Park, and such other locations as Park District may designate from time to time. Park District shall have the right to erect, maintain, repair, and replace gates across all access points to and within the Phoenix Park, as Park District may determine in its discretion. Park District shall furnish Water District with keys to all gates that would otherwise restrict Water District’s access pursuant to this section.

2.3. Other Rights. Water District shall have the right to use the Easement at any time without prior notice to Park District, as may be necessary or convenient for the authorized purposes; except, however, that Water District shall provide 15-day advance written notice to Park District prior to beginning any on-site construction work. The rights under this Agreement may be exercised by Water District and any of its employees, officers, agents, or Agreementors for all authorized purposes. The Easement includes the rights to (a) temporarily use Park District’s lands contiguous to the Easement Area as may be necessary during construction-related activities, (b) undertake all necessary or appropriate actions to trim, cut down, clear away, or remove any tree limbs, brush, roots, or other vegetation that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement Area or pose a hazard to Water District facilities, employees, or Agreementors, and (c) mark the location of the underground pipeline by suitable markers set and maintained on the land surface above the utility line (however, any such markers shall be set in such a location as to not interfere with athletic field use).

2.4. Reserved Rights. Subject to the terms and provisions of this Agreement, Park District reserves the right to conduct all activities in Phoenix Park and to make such other uses of the Easement Area as do not unreasonably interfere with the Easement.

## **3. Water District Obligations**

3.1. Upkeep. Upon commencing any work within the Easement Area, Water District shall keep the Easement Area, well, pipeline, and related improvements in good condition and repair at all times for the duration of this Agreement.

3.2. Diligent Construction. Any work performed by or on behalf of Water District pursuant to this Agreement shall be diligently performed and completed in a good and workmanlike, lien-free, and defect-free manner, and in compliance with all applicable federal, state, and local laws, regulations, and permit requirements. Once such work is commenced it shall be diligently prosecuted through completion.

**3.3. Indemnification.** Water District shall indemnify, protect, defend, and hold harmless Park District from and against any and all liabilities, liens, demands, suits, losses, damages, causes of action, injuries, claims, costs and expenses (including, without limitation, reasonable attorney fees and costs) (collectively, "Claims") arising from or caused by Water District's entry upon Phoenix Park or the exercise of Water District's rights under this Agreement; provided, that the foregoing indemnity shall not apply to any loss or damage caused by the sole negligence, active negligence, or willful misconduct of Park District or to any preexisting conditions uncovered by Water District.

**4. Park District Obligations.** Park District shall not at any time (a) grant to any third party any easement over, under, upon, across or through the Easement Area that would interfere with Water District's use of the Easement, (b) undertake or permit any activities that would preclude use of the Easement Area by Water District, or (c) disturb any well, pipeline, valve, fitting, facility, or appurtenance that Water District may construct or install within the Easement Area. Park District shall not construct any building, fence, or structure, conduct any excavation, grading, drilling, tree planting, or other ground-surface alteration, or install any other pipelines or underground utilities on or within the Easement Area without the prior written consent of Water District, which consent will not be withheld unreasonably.

## **5. General Provisions**

**5.1. Duration.** This Agreement shall remain in full force and effect in perpetuity or until Water District records a written notice of abandonment.

**5.2. Successors.** This Agreement and the Easement shall run with the Phoenix Park real property and shall benefit and burden Park District and its successors in interest and Water District and its assigns and successors in interest.

**5.3. Entire Agreement.** The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their Agreement concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, Agreements, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

**5.4. Construction and Interpretation.** The parties acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

**5.5. Further Assurances.** The parties, in order to carry out and give full effect to this Agreement, each shall use all reasonable efforts to provide such information, execute and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

5.6. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

FAIR OAKS RECREATION AND PARK  
DISTRICT

Date: \_\_\_\_\_

FAIR OAKS WATER DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Aho  
District Administrator

By: \_\_\_\_\_  
Thomas Gray  
General Manager

[All Signatures To Be Notarized]

#### Exhibits

Exhibit A – Drawing or depiction of Phoenix Park

Exhibit B - Drawing or depiction of Easement Area

Exhibit C - Description of Easement Area



**MUTUAL ASSISTANCE AGREEMENT**  
**BETWEEN FAIR OAKS RECREATION AND PARK DISTRICT AND FAIR OAKS**  
**WATER DISTRICT**

---

**THIS AGREEMENT** is made and entered into as of the first day of December, 2016 by and between Fair Oaks Recreation and Park District, a political sub-division of the State of California, hereinafter referred to as "FORPD" and Fair Oaks Water District, an irrigation district, organized and existing under and pursuant to Division 11 of the Water Code of the State of California, hereinafter referred to as "FOWD" and referred to collectively as "AGENCIES".

**WHEREAS**, the AGENCIES are public service providers for un-incorporated communities in Northeast Sacramento County, and

**WHEREAS**, the AGENCIES share common territory of approximately ten (10) square miles and a common population of approximately forty thousand (40,000) citizens, and

**WHEREAS**, FOWD provides metered water service to FORPD at 16 (sixteen) locations for potable, irrigation and fire protection uses, and

**WHEREAS**, for the benefit of the general public at large, or for the benefit of the customers of FORPD and/or FOWD, there may be opportunities where the AGENCIES have a need to utilize each other's available facilities or to share cooperatively in each other's programs and projects.

**NOW, THEREFORE**, the AGENCIES agree as follows:

1. To share in the available facilities of each AGENCY in order to facilitate operational efficiencies, customer service, public relations and emergency preparedness or for other purposes, including, but not limited to the following:
  - A. Use of meeting room facilities, subject to adequate notification and availability, for meetings, public hearings, workshops or for other public purposes.
  - B. Use of corporation yard and other facilities, subject to adequate notification and availability, for storage of equipment and/or non-hazardous materials.

- C. Use of facilities for mustering of personnel including, but not limited to, occasions when facilities of a party to this Agreement are uninhabitable due to a man-made or natural disaster or emergency.
- D. Use of available space in AGENCIES' properties and public lobbies for display and dissemination of literature and information regarding programs of FORPD and FOWD. Literature and information shall be subject to prior approval of the AGENCIES.

Long-term use of an Agency's facilities property under subsections A to C will be subject to the prior written approval of the Agency.

- E. Use of available space in publications of FORPD and FOWD to promote public awareness of the mission, goals and programs of the AGENCIES. Material content shall be subject to the prior approval of the AGENCIES.
- 2. To develop equitable institutional, financial and operational agreements, as sub-agreements between the AGENCIES to encourage such cooperative programs.
- 3. That the representative agency executive managers are authorized to negotiate specific terms and financial/performance incentives contemplated by this agreement annually.

The Board of Directors of the AGENCIES agree to meet once every six months to discuss providing positive public service to the communities served by the AGENCIES.

**FURTHERMORE, FORPD** hereby commits to the following goals and objectives:

- 4. To the extent of its financial and operational ability, to use water supplied by FOWD in a beneficial and conservative manner utilizing commercially available and reasonable technologies and practices.
- 5. To assist and cooperate with FOWD in identifying and considering for sale, lease or other use agreements, real property under the management or control of FORPD which could provide suitable locations for necessary facilities including groundwater wells, non-hazardous storage tank sites or easements for facilities, without compromising the mission of FORPD. Any property sale, lease or other use agreement or arrangement of property owned by the AGENCIES must be approved by Board action of each AGENCY prior to implementation.
- 7. To assist FOWD in promoting water education programs to the community.

**FURTHERMORE, FOWD** hereby commits to the following goals and objectives:

- 8. To make available funds and personnel to assist FORPD in effective water management projects and programs through various methods including, but not limited to: grants, education, water audits and retrofit of existing plumbing fixtures.
- 9. To assist and cooperate with FORPD in identifying and considering for sale, lease or other use agreements, real property under the management or control of FOWD which could

provide suitable locations for recreation facilities, without compromising the mission of FOWD. Any property sale, lease or other use agreement or arrangement of property owned by the AGENCIES must be approved by Board action of each AGENCY prior to implementation.

**Indemnity:**

Each party shall indemnify, defend, protect and hold harmless the other party and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses and costs (including attorney, expert witness, consultant and litigation fees) to the extent caused by any negligent or willful act or omission in the performance on this Agreement of the indemnifying party or any of its officers, employees, agents or volunteers.

**Relationship of Parties:**

Nothing in the Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to either party.

**No Third Party Beneficiaries:**

This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of FORPD and FOWD. This Agreement, however, shall not preclude FORPD or FOWD from entering into agreements similar in nature and intent with other parties.

**Governing Laws:**

Except as otherwise required by law, this Agreement shall be interpreted, governed by and construed under the laws of the State of California.

**Modification of Agreement:**

This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

**Termination of Agreement:**

As the cooperative programs contemplated under this Agreement may take extensive effort and resources to develop and implement, this Agreement may only be terminated by either AGENCY by giving a 90 day advance written notification of termination to the other party. Said notification shall be delivered by certified mail to the other party

**Execution of Agreement:**

NOW, FURTHERMORE, the AGENCIES hereby agree to the aforementioned terms and conditions and execute this document in duplicate originals.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

---

John O'Farrell, Chairman  
Board of Directors  
Fair Oaks Recreation & Park District

---

Dave Underwood, President  
Board of Directors  
Fair Oaks Water District

Attest:

---

Maureen Zamarripa  
District Administrator  
Fair Oaks Recreation & Park District

Attest:

---

Tom R. Gray  
General Manager/Secretary  
Fair Oaks Water District



**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM V.6**

**Update and discussion on the proposed merger of the SJWD and SSWD**



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## **AGENDA ITEM V.6**

REGULAR Board Meeting on June 17, 2024

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To:           Board of Directors  
From:       Tom R. Gray  
Date:       June 13, 2024  
Subject:     Update and discussion on the proposed merger of the SJWD and SSWD

---

**Recommendation:**

No staff recommendation – information item.

**Discussion:**

In 2011 the San Juan Water District (SJWD) and Sacramento Suburban Water District (SSWD) approved the investigation and analysis of merging the two agencies.

In June of 2015 the two agencies agreed to stop further merger discussions.

In March and April of 2024 the SJWD Board and SSWD Board approved restarting the SJWD and SSWD Merger Project.

A joint SJWD and SSWD Board meeting is scheduled for June 25, 2024 to discuss the SJWD and SSWD Merger Project.

Between 2011 and 2015 the FOWD submitted many written comments and questions related to the potential merger of SJWD and SSWD on behalf of FOWD ratepayers – most of which never received a response.

**Policy Implications:**

TBD

**Fiscal Impact:**

TBD



(<https://sjwd.specialdistrict.org/>)

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JUN  
**25**  
2024

## Board Meeting: Joint Board Meeting with SSWD

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TELEPHONE (916) 791-0115

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## STAFF REPORT

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To: Board of Directors  
From: Paul Helliker, General Manager  
Date: May 22, 2024  
Subject: Potential Combination with SSWD

---

### **RECOMMENDED ACTION**

Discussion and Possible Action

### **BACKGROUND**

Discussions between the Sacramento Suburban Water District (SSWD) and San Juan have been occurring since 2011. In 2014-15, two reports were prepared by consultants, evaluating three options (Phase 1 Report) and the best approach for combination, including Board structure (Phase 2A Report). At a joint Board meeting in 2015, the San Juan Board of Directors voted to move forward with the business case analysis (Phase 2B report), which would lead to a resolution to the Local Agency Formation Commission, but the SSWD Board voted not to proceed.

In 2018, San Juan communicated with SSWD, to inquire about restarting discussions concerning combination. The two organizations set up a 2x2 ad hoc Board committee, which met during 2018 and 2019. During 2019, San Juan and SSWD agreed to expand the discussion of potential combination to other interested agencies, and conducted a "collaboration/integration" project with five other neighboring water agencies, to evaluate different alternatives that ranged from status quo operations to merger among the agencies. That project was completed in 2021. Subsequently, SSWD and the Carmichael Water District jointly conducted deliberations concerning the combination of their two organizations, but those were terminated by the Carmichael WD Board of Directors in March of this year.

SSWD has sent to us a letter inquiring about our interest in conducting further discussions with them about potential combination of SSWD and San Juan (attached). Staff recommends that the Board agree to such further discussions and request that a joint meeting of the two Boards of Directors be convened in the near future to define the scope and schedule of such discussions.

General Manager

Daniel R. York

Board of Directors

President - Kevin M. Thomas

Vice President - Robert P. Wichert

Jay N. Boatwright

David A. Jones

Craig M. Locke



April 25, 2024

San Juan Water District  
Attn: Paul Helliker  
General Manager  
9935 Auburn Folsom Road  
Granite Bay, CA 95746

Re: Status of Combination Discussions

Dear Paul:

On behalf of the Board of Directors of Sacramento Suburban Water District, I am writing to inquire about the combination discussions that occurred between San Juan Water District and Sacramento Suburban Water District that dates back to 2015.

At Sacramento Suburban Water District's April 22, 2024, Special Board Meeting, the Board of Directors directed staff to contact San Juan Water District to determine if there is interest in pursuing additional combination discussions with our agency.

The Sacramento Suburban Water District Board of Directors would appreciate you presenting this topic to your Board of Directors at a future Board meeting. Please let me know the outcome of the subject request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan York'.

Dan York  
General Manager

cc: SSWD Board of Directors  
SJWD Board of Directors



## Agenda Item: 10

**Date:** April 22, 2024

**Subject:** San Juan Water District and Sacramento Suburban Water District Potential to Re-Initiate Combination Discussion

**Staff Contact:** Dan York, General Manager

**Recommended Board Action:**

Direct staff as appropriate on the potential to re-initiate combination discussions between Sacramento Suburban Water District and San Juan Water District.

**Background:**

In 2011, Sacramento Suburban Water District (SSWD) and San Juan Water District (SJWD) mutually agreed to investigate combination discussions to potentially combine the two agencies. A consultant was retained to conduct a Phase 1 analysis. In April 2014, the consultant presented the final report of the Phase 1 analysis to the Joint Boards of Directors (Joint Boards). Based on the findings of Phase 1, the consultant recommended to the Joint Boards that combining the two Districts was preferable for providing increased water reliability benefits to customers of both Districts, and that a Phase 2 analysis of combining the two Districts be performed. The individual Boards of both Districts accepted the consultant recommendation and directed staff to move forward with developing a Scope of Work for a Phase 2 Study, Further Analysis of Consolidating SSWD and SJWD.

Both Boards further directed the Phase 2 study be broken into two phases - 2A and 2B. Phase 2A would focus on key high-level issues that Board members needed to evaluate in order to make a decision of whether or not to proceed with a Phase 2B analysis. Phase 2B would focus on other important issues or incomplete or unaddressed information needed to be prepared before applying to Local Agency Formation Commission for combining the two agencies should the Boards decide to do so. In addition, the Boards directed that Phase 2A address major concerns of SJWD's wholesale customer agencies, including water supply reliability, as well as identify other potential benefits or impacts of a combination. Full customer outreach was not anticipated as a component of the Phase 2A scope, instead a limited effort to obtain customer concerns by way of sampling 600 customers via a telephone survey was conducted. If the Boards decide to proceed to Phase 2B, a full outreach to all customers was intended to be included in the scope.

San Juan Water District and Sacramento Suburban Water District Potential to Re-Initiate Combination Discussion

April 22, 2024

Page 2 of 2

However, at the June 25, 2015, SSWD / SJWD Joint Board meeting, the SSWD Directors voted 3-2 to discontinue combination efforts with SJWD, with SJWD Directors voting 5-0 to continue combination efforts.

In March 2018, the District received correspondence from the SJWD General Manager, on behalf of the Board of Directors of SJWD, inquiring about the status of the merger discussions previously conducted by SSWD and SJWD. The subject effort ended up being directed to a regional collaboration study.

**Discussion:**

In July 2021, the SSWD and Carmichael Water District (CWD) initiated combination discussions to potentially combine the two agencies. In March 2024, the CWD Board of Directors voted to discontinue combination discussions with SSWD.

Staff have recently been contacted by SJWD with interest in re-initiating combination discussions between the two agencies.

The District commits to ongoing enhancements in efficiency, reliability, and customer service, the District remains open to exploring future partnership opportunities with our neighboring water providers and other entities, prioritizing the best interests of our customers. The District also commits to conducting partnerships with neighboring water providers, up to and including combining with those water providers for long-term efficiencies, potential reduction in future costs, and enhance water supply reliability.

Staff is now seeking direction from the Board on potential combination discussions with SJWD. Options include at least one of the following:

1. Direct staff to report to SJWD that SSWD is interested in pursuing additional combination discussions at this time.
2. Direct staff to report to SJWD that SSWD is not interested in reinitiating combination discussions at this time.

**Fiscal Impact:**

Unknown at this time. Funds were not allocated for the subject topic in the CY2024 Budget.

**Strategic Plan Alignment:**

Water Supply – 1.B. Provide for the long-term water supply needs of the customers through prudent planning that will ensure capacity to serve system demands.

Customer Service – 3.D. Provide effective customer and community relations by communicating, educating, and providing information on District operations, drinking water issues, resource sustainability and environmental stewardship.



June 29, 2015

Mr. Edward J. Costa, President  
Board of Directors  
San Juan Water District  
9935 Auburn-Folsom Road  
Granite Bay, CA 95746

Mr. Neil W. Schild, President  
Board of Directors  
Sacramento Suburban Water District  
3701 Marconi Avenue #100  
Sacramento, 95821

Dear President Costa and President Schild:

Based on actions taken at the June 25, 2015 joint meeting of the Sacramento Suburban Water District (SSWD) and San Juan Water District (SJWD) Boards of Directors, it is our understanding that the Districts are not going to continue analysis of the proposed merger of the two Districts at this time. The Fair Oaks Water District (FOWD) believes that many of the intended outcomes of the proposed merger can be accomplished through reasonable agreements and collaborative operations between multiple local Agencies. We look forward to working closely with the SSWD and SJWD boards and assigned staff on the implementation of reasonable operations and agreements that help meet the original objectives of the proposed merger.

FOWD has prudently planned, funded and implemented sufficient groundwater infrastructure to address currently represented risks to surface supply reliability; but we clearly understand that our District does not operate in a vacuum and that regional water supply reliability must be addressed.

On behalf of the entire FOWD Board and staff, we look forward to being a part of positive regional water supply solutions during these dynamic times and into the future.

Sincerely,

Michael McRae  
Board President  
Fair Oaks Water District

10326 Fair Oaks Boulevard  
P.O. Box 640  
Fair Oaks, CA 95628-0640  
Tel: (916) 967-5723  
Fax: (916) 967-0153  
[www.fowd.com](http://www.fowd.com)



**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM VI.1**

**Discussion on FOWD Water Supply for the month of May 2024**

## AGENDA ITEM VI.1

REGULAR Board Meeting June 17, 2024

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To:	Board of Directors
From:	Paul Siebensohn
Date:	June 10, 2024
Subject:	Discussion on FOWD Water Supply for the month of May 2024

---

**Recommendation:**

None.

**Discussion:**

According to the Accuweather.com website, the recorded average daily temperature in May 2024 was 66.0° F, which is 0.5 degrees above the historic average of 65.5° F for May. Precipitation for May 2024 was recorded at 0.95" according to the Department of Water Resources Chicago rain station located in Fair Oaks.

The wholesale connections provided **832.29** AC-FT (91.18%) of surface water and FOWD groundwater wells produced **80.53** AC-FT (8.82%) to meet the total water demand of **912.82** AC-FT.

A graph of total consumption to date versus projected budget target is found in Exhibit A.

A graph of groundwater and surface water use in 2024 to date is found in Exhibit B.

Both the FO-40 and CTP wholesale connections remained open to provide surface water supply to the District.

According to the data provided by SJWD, the recorded volumes from wholesale connections are:

	Forward Flow, AC-FT	Reverse Flow, AC-FT	Total, AC-FT
CTP Connection	458.17	0.00	458.17
FO-40 (39")	374.12	0.00	374.12
<b>TOTAL FROM SJWD</b>	<b>832.29</b>	<b>0.00</b>	<b>832.29</b>

The average daily flow from wholesale connections for the month of May 2024 was recorded at 6,013 GPM.

The maximum day water demand was reached on May 31, 2024, and was recorded at approximately 11.75 million gallons (MG) with the wholesale connections providing 11.05 MG and FOWD groundwater wells providing 0.70 MG. The minimum day water demand was recorded on May 5, 2024, at 6.12 MG. The average day demand was calculated at 9.58 MG.

The 10-year total average water use for the month of May is 917.16 AC-FT and May 2013 total water demand was recorded at 1,340.13 AC-FT. The May 2024 total water demand of 912.82 AC-FT represents a decrease of 0.47% from the May 10-year average, a 31.89% decrease from May 2013 consumption, and a 4.66% increase from 2023 consumption.



During the month of May 2024, all wells performed in accordance with the approved operations plan.

The Skyway Tank and Booster Station operated within normal parameters and in accordance with the seasonal operational schedule.

The production breakdown per groundwater source for the month of May 2024 was:

Town Well	–	20.07 AC-FT
Heather Well	–	15.74 AC-FT
Northridge Well	–	0.62 AC-FT
Madison Well	–	16.57 AC-FT
Skyway Well	–	<u>27.53 AC-FT</u>
<b>TOTAL GROUNDWATER</b>		<b>80.53 AC-FT</b>

A graph of the production of each well to date may be found in Exhibit D.

The water distribution system and water supply facilities performed within design parameters during May. District staff produced water supply in accordance with FOWD Board direction for all of May 2024.

A graph of water consumption per month for 2013, 2023, and 2024 with average trendline is displayed in Exhibit C.

### **Fiscal Impact:**

None.

### **Policy Implications:**

None.

Exhibit A

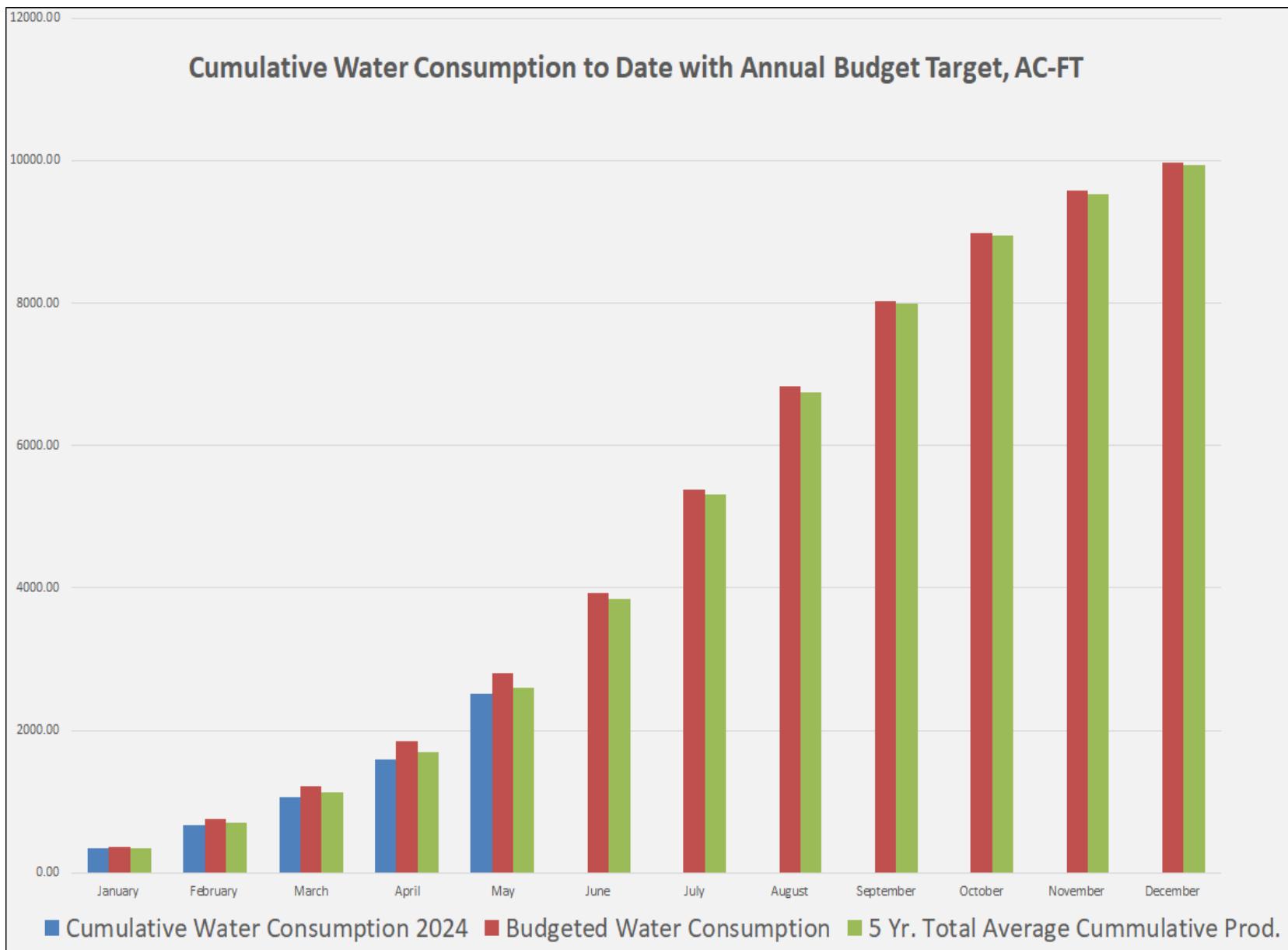


Exhibit B

Fair Oaks Water District  
2024  
Surface and Groundwater Production

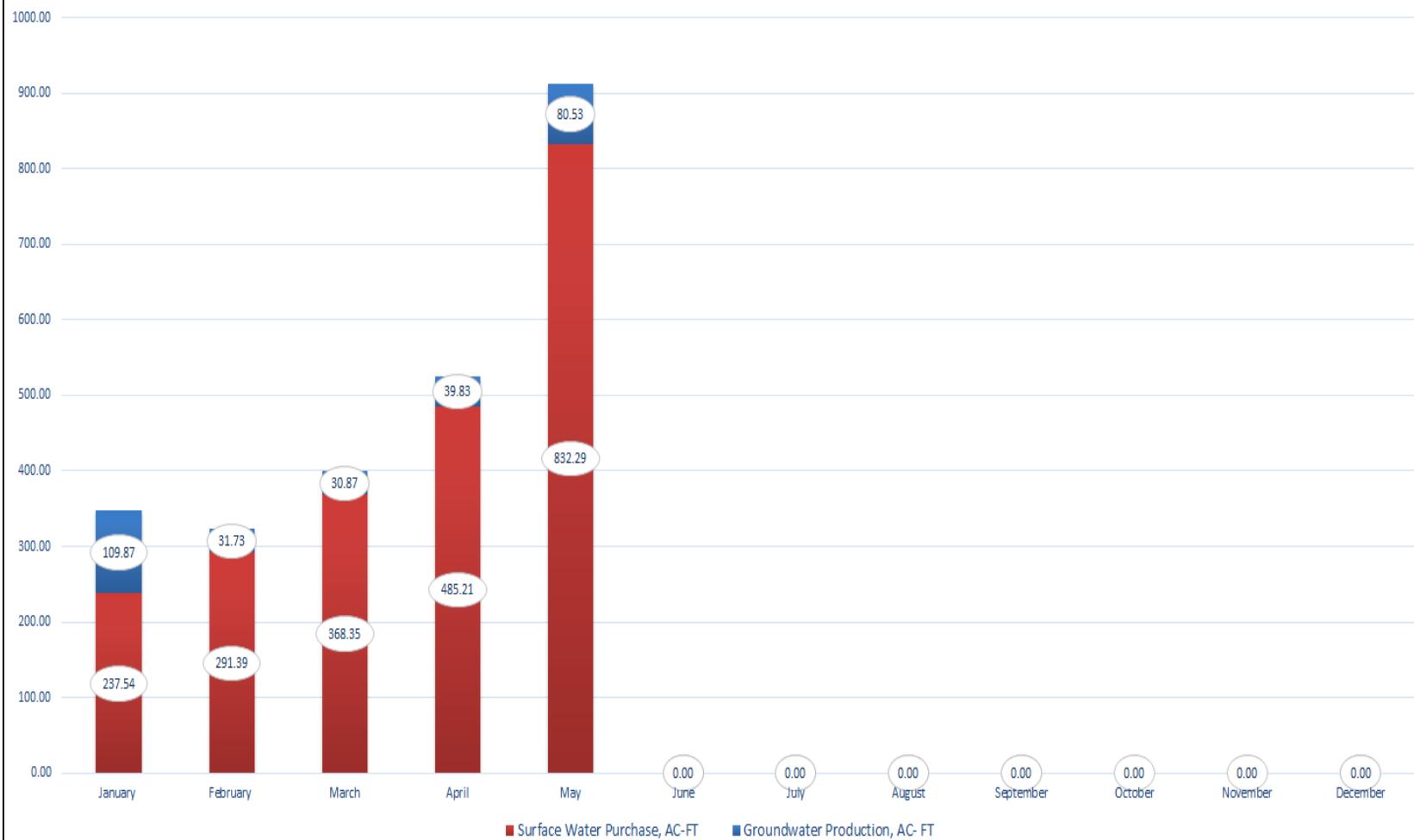


Exhibit C

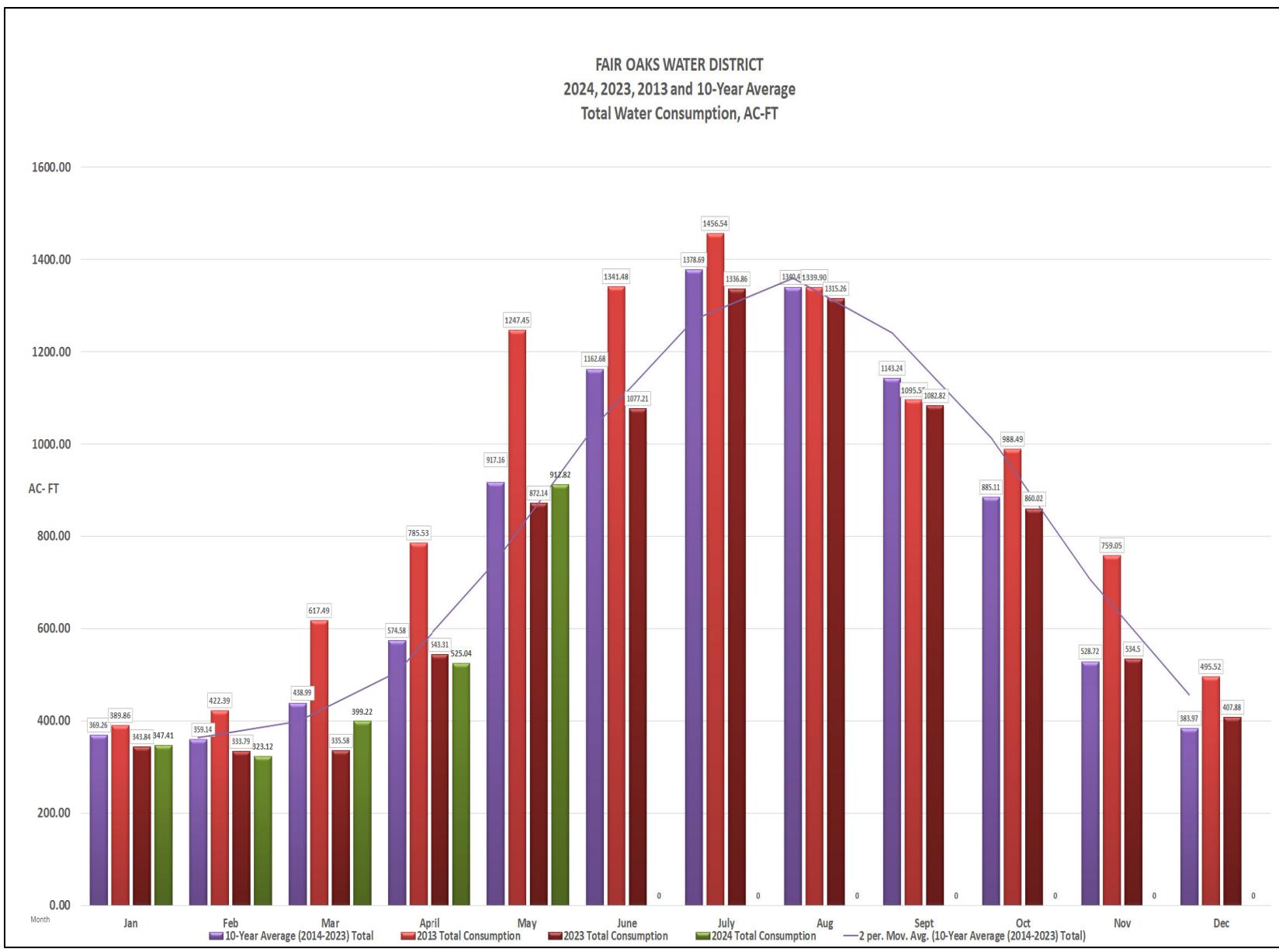
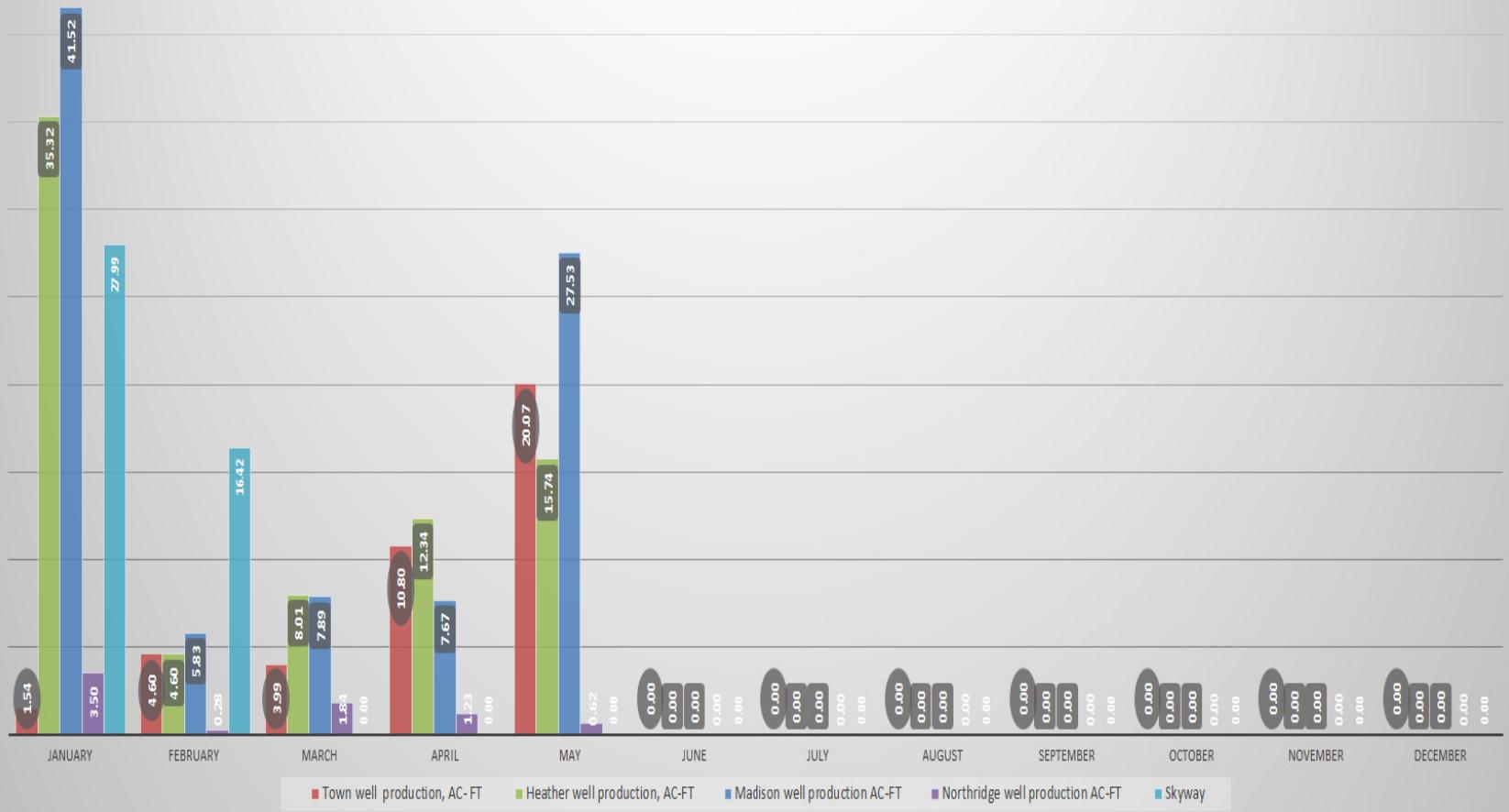


Exhibit D



Fair Oaks Water District  
2024  
Monthly Wells Production,  
AC-FT



**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM X.1**

**Maintenance Work Report**

# FAIR OAKS WATER DISTRICT

## GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS JUNE 17, 2024 REGULAR MEETING

SUBJECT: 2024 METERED WATER ANALYSIS

STATUS: Information Item

REPORT AS OF: May 31, 2024

### Parcel Count - by water service connection status

Connected	Shared Meter Residential	Shared Meter Offices Commercial	Not Yet Connected Vacant	Total
13,689	474	72	356	14,591

### Service Count - by service type

	Active	Disconnected			Total	
		Maintenance	Collection	No Meter	Meter	
Single Family	12,832	146	15	0	0	12,993
Multi Family	620	3	0	0	0	623
Commercial	293	11	1	0	0	305
Industrial	0	0	0	0	0	0
Institutional	90	9	0	2	0	97
Irrigation	222	32	5	0	0	259
Fire	99	2	0	101	0	0
		Subtotal		103	14,277	
<b>Total</b>	<b>14,156</b>	<b>203</b>	<b>21</b>			<b>14,380</b>

### Service Count - by meter size

	1"	1.5"	2"	3"	4"	6"	8"	10"	Total
Metered	13,324	604	303	13	17	9	4	3	14,277
Not Metered	2	0	1	0	35	41	23	1	103

### 2024 Water Supply - units of production: acre-feet (AF)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
SW	237.54	291.39	368.35	485.21	832.29								2,214.78
GW	109.87	31.73	30.87	39.83	80.53								292.83
CWD	0.00	0.00	0.00	0.00	0.00								0.00
<b>Total</b>	<b>347.41</b>	<b>323.12</b>	<b>399.22</b>	<b>525.04</b>	<b>912.82</b>	<b>0.00</b>	<b>2,507.61</b>						

### Groundwater Supply - percentage (%)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2024	32%	10%	8%	8%	9%								12%

### Drought Reduction By Volume - acre-feet (AF)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2024	347.41	323.12	399.22	525.04	912.82								2,507.61
2013	401.21	428.28	661.68	839.24	1,340.13								3,670.54
%	13.41	24.55	39.67	37.44	31.89								31.68

### Residential Water Use - residential gallons per-capita per day (R-GCPD)<sup>1</sup>

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average
2024	76	75	87	118	199								111

<sup>1</sup> Based on population of 36,226 and 75% of Water Supply used for Residential



FAIR OAKS  
WATER DISTRICT

## Monthly Maintenance Work Report

Date	Address	Type	
AMR Replacements	Monthly Total	60	AMR / R900i #
5/3/2024	7732 CHAPARRAL WAY		1579418924
5/3/2024	7908 RIDGEMONT DR		1579421142
5/3/2024	4802 KENTUCKY LN		1576457114
5/3/2024	4640 NEW YORK AVE		1579254868
5/3/2024	9151 SUNSET AVE		1579252938
5/3/2024	11313 FAIR OAKS BLVD		1579254622
5/3/2024	4314 HALE RANCH LN		1579405412
5/3/2024	8790 LONGMORE WAY		1579249842
5/3/2024	8034 KEATON CT		1579405206
5/3/2024	7837 OLYMPIC WAY		1579418204
5/3/2024	7829 TAMARA DR		1579419142
5/3/2024	5362 TERRACE OAK CIR		1579254766
5/3/2024	7900 MADISON AVE		1576502516
5/3/2024	7952/7954 CAVALLI WAY		1576468002
5/3/2024	4821 KENNETH AVE		1576496796
5/3/2024	7235 SUNSET AVE		1576496804
5/3/2024	7821 PALMYRA DR		1579254780
5/3/2024	7941 SUNSET AVE		1577312982
5/3/2024	3909 NEW YORK AVE		1579254852
5/3/2024	7654 PINERIDGE LN		1579252954
5/6/2024	4451 PENNSYLVANIA AVE		1579418938
5/6/2024	9140 FAIR OAKS BLVD		1576483554
5/6/2024	7820 ORANGE AVE		1579421132
5/7/2024	7712 OLIVE ST		1579420412
5/8/2024	4620 MINNESOTA AVE		1576500040
5/8/2024	7758 MAGNOLIA AVE		1579252744
5/8/2024	7760 MAGNOLIA AVE		1579418934
5/8/2024	5250 LAKE KNOLL LN		1576484510
5/13/2024	4141 PENNSYLVANIA AVE		1579254752
5/13/2024	4771 NEW YORK AVE		1577273034
5/15/2024	8471 MANANA WAY		1579250216

Date	Address	Type
5/15/2024	7952 CANYON DR	1579421158
5/17/2024	8401 BUFFUM CT	1579252760
5/17/2024	5034 BLANCHARD CT	1579250210
5/17/2024	5009 OSGOOD WAY	1579250224
5/17/2024	8241 WIGHTMAN AVE	1579253008
5/17/2024	4624 MINNESOTA AVE	1576485196
5/17/2024	8291 DESERET AVE	1579254756
5/17/2024	5001 TOMMAR DR	1579347814
5/17/2024	7961 ORANGE AVE	1576485202
5/17/2024	8342 MARO WAY	1579206314
5/17/2024	8486 CASLAN AVE	1579252932
5/17/2024	8477 RICK MARY CT	1579253590
5/17/2024	4931 BUENA VISTA AVE	1579419124
5/17/2024	4944 TIMOTHY WAY	1579255280
5/17/2024	8145 MOLOKAI WAY	1579401074
5/17/2024	7788 SUNSET AVE	1576502652
5/23/2024	8171 CAPITOLA AVE	1579254952
5/23/2024	8020 HIDDEN VIEW CIR	1577273906
5/23/2024	8733 BAXTER WAY	1574410652
5/23/2024	4032 MAIN ST	1579254992
5/23/2024	8086 GRAND AVE	1574427672
5/23/2024	8699 PERSHING AVE	1579421156
5/31/2024	8682 PHOENIX AVE	1578376592
5/31/2024	4819 MASSEY LN	1578376964
5/31/2024	8386 SUNSET AVE	1578376972
5/31/2024	8332 CULVER AVE	1578363366
5/31/2024	4140 KENNETH AVE	1578384978
5/31/2024	8841 BLUFF LN	1578376586
5/31/2024	8779 BLINMAN WAY	1579419136

1" Meter Install	Monthly Total	1	Meter #
5/6/2024	4713 SOLANO WAY		15230426

Leaks	Monthly Total	7	DETAIL
5/6/2024	5049 CHICAGO AVE		1" SERVICE LEAK
5/6/2024	5341 MAIN AVE		1" SERVICE LEAK
5/9/2024	9105 GREEN OAK CT		1" SERVICE LEAK
5/13/2024	7144 ZELINDA DR		1" SERVICE LEAK

Date	Address	Type	
5/13/2024	4620 MINNESOTA AVE	1" SERVICE LEAK	
5/15/2024	8257 BEEHIVE CT	1" SERVICE LEAK	
5/29/2024	9112 MADISON GREENS LN	1" SERVICE LEAK	
Distribution Repairs	Monthly Total	6	DETAIL
5/9/2024	5341 MAIN AVE	1" SERVICE REPAIR	
5/14/2024	9105 GREEN OAK CT	1" SERVICE REPAIR	
5/16/2024	4620 MINNESOTA AVE	1" SERVICE REPAIR	
5/16/2024	8257 BEEHIVE CT	1" SERVICE REPAIR	
5/16/2024	8263 BEEHIVE CT	1" SERVICE REPAIR	
5/30/2024	9112 MADISON GREENS AVE	1" SERVICE REPAIR	
System Upgrades	Monthly Total	11	DETAIL
5/1/2024	4253 STENCAR DR	WHARF HYDRANT UPGRADE	
5/8/2024	4440 SHADY OAK WAY	WHARF HYDRANT UPGRADE	
5/9/2024	5049 CHICAGO AVE	1" SERVCE UPGRADE	
5/9/2024	5101 CHICAGO AVE	1" SERVICE UPGRADE	
5/13/2024	4920 HOLLYCREST WAY	WHARF HYDRANT UPGRADE	
5/14/2024	9112 GREEN OAK CT	BLOW OFF BOX UPGRADE	
5/15/2024	7140 ZELINDA DR	1" SERVICE UPGRADE	
5/21/2024	9154 PERSHING AVE	NEW HYDRANT INSTALL	
5/28/2024	5542 BEAUREGARD WAY	1" SERVICE UPGRADE	
5/30/2024	9281 MADISON AVE	NEW MAIN VALVE INSTALL	
5/30/2024	9277 PERSHING AVE	NEW MAIN VALVE INSTALL	

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM X.2**

**Capital Projects Status Report**

FAIR OAKS WATER DISTRICT CAPITAL PROJECTS STATUS UPDATE: May 31, 2024																	
	Project Description	2024 Year-to-Date								Total Project							
		2024 Approved Budget	Budget Transfers	2023 C/F**	Adjusted Budget Amount	Year-to-Date Expenses	Remaining Funds	YTD Percent \$ Expended	Percent Completed	Total Budget/Fund to Date	Total Expenses to Date	Total Project Remaining Fund	Total Project Percent \$ Expended	Prior Years Expenses (WIP Projects)	Project Status Comments		
1	New York Well Design (C24WTNYWD)	\$ -	\$ -	\$ 23,404	\$ 23,404	\$ -	\$ 23,404	0%	96%	\$ 365,546	\$ 342,142	\$ 23,404	94%	\$ 342,142	Well drilling complete. Well equipping design plans near completion.		
2	New York Well Drilling & Equipment (C24WTNYWDE)	2,940,000	-	-	2,940,000	7,218.09	2,932,782	0%	50%	3,855,744	922,962	2,932,782	24%	915,744	Trillium order for the pump, motor and 3R aquifer storage and recovery valve is now complete. Delivery may be expected between late October to early November.		
3	Skyway Drilling & Equipment (C24WTSDE)	-	-	341,966	341,966	310,685.88	31,280	91%	85%	2,762,903	2,731,622	31,280	99%	2,420,936	The project is complete. Work left to be done involves paperwork for the grant.		
4	Northridge Well Replacement - Design (C24WTNWRD)	450,000			450,000	2,036.40	447,964	0%	0%	450,000	2,036	447,964	0%		Engineering firm has been selected. Design is underway.		
5	Northridge Well Replacement - Equipping (C24WTNWRE)	1,450,000			1,450,000	-	1,450,000	0%	0%	1,450,000	-	1,450,000	0%				
6	Gum Ranch Tank Site (C24WTGRTS)	214,000	-	56,335	270,335	471.01	269,864	0%	14%	317,700	47,836	269,864	15%	47,365			
	<b>Subtotal Wells &amp; Tanks</b>	<b>\$ 5,054,000</b>	<b>\$ -</b>	<b>\$ 421,705</b>	<b>\$ 5,475,705</b>	<b>\$ 320,411.38</b>	<b>\$ 5,155,294</b>			<b>\$ 9,201,892</b>	<b>\$ 4,046,598</b>	<b>\$ 5,155,294</b>		<b>\$ 3,726,187</b>			
7	Hydrant Upgrades (C24TDHU)	\$ 250,000	\$ -	\$ 3,200	\$ 253,200	\$ 123,187.93	\$ 130,012	49%	50%	\$ 253,200	\$ 123,188	\$ 130,012	49%	\$ -			
8	New Hydrants (C24TDNH)	80,000			80,000	\$ 18,705.34	61,295	23%	0%	80,000	18,705	61,295	23%				
9	Minor Main Upgrades (C24TDMU)	75,000	-	-	75,000	12,016.38	62,984	16%	6%	75,000	12,016	62,984	16%				
10	Services Upgrade (C24TDSU)	538,200	-	-	538,200	197,291.07	340,909	37%	35%	538,200	197,291	340,909	50%				
11	Developer's Paid - Service Installation and Main Line Projects*	59,100	-	112,558	171,658	15,388.06	156,270	9%	7%	171,658	85,032	86,626	50%	69,644			
12	Replacement of Four Distribution Sampling Stations (C24TDSS)	20,000		-	20,000	2,235.23	17,765	11%	0%	20,000	2,235	17,765	11%				
	<b>Subtotal</b>	<b>\$ 1,022,300</b>	<b>\$ -</b>	<b>\$ 115,758</b>	<b>\$ 1,138,058</b>	<b>\$ 368,824.01</b>	<b>\$ 769,234</b>			<b>\$ 1,138,058</b>	<b>\$ 438,468</b>	<b>\$ 699,590</b>		<b>\$ 69,644</b>			
13	Hazel Ave. Widening Project Phase III (C24TD255)	\$ -	\$ -	\$ 1,976	\$ 1,976	\$ -	\$ 1,976	0%	100%	\$ 1,481,632	\$ 1,479,656	\$ 1,976	100%	\$ 1,479,656	Complete.		
14	ARV's and Blow-offs (C24TDARV)	50,000	-	-	50,000	6,053.41	43,947	12%	4%	50,000	6,053	43,947	12%				
15	Replace 12" Steel Main New York Ave. (C24TDNYASW)	2,132,000	-	-	2,132,000	7,260.12	2,124,740	0%	5%	2,376,800	252,060	2,124,740	11%	244,800	Bid specification and plans for Phase I have been put out for bid. 12-inch pipe for the project has been purchased and is available for use.		
16	T-Main Replacement Phase I (Skyway Dr. to Hazel) (C24TDSH)	145,000	-	-	145,000	92.35	144,908	0%	0%	145,000	92	144,908	0%				
17	County Overlay Project- Madison, Kenneth to McKay (C24TDHAKM)	100,000	-	-	100,000	-	100,000	0%	0%	100,000	-	100,000	0%		Sacramento County DOT reported this portion of their project is being moved to the spring of 2026.		
18	Greenvale Improvements (C24TDGI)	55,000	-	-	55,000	-	55,000	0%	0%	55,000	-	55,000	0%				
19	Riverfront Lane Service Upgrade (C24TDRFL)	90,900	-	-	90,900	1,117.09	89,783	1%	8%	100,001	10,218	89,783	10%	9,101	Easements and exhibits have been drafted for review and resident's signatures. Staff reviewing options for main replacement.		
	<b>Subtotal</b>	<b>\$ 2,572,900</b>	<b>\$ -</b>	<b>\$ 1,976</b>	<b>\$ 2,574,876</b>	<b>\$ 14,523</b>	<b>\$ 2,560,353</b>			<b>\$ 4,308,433</b>	<b>\$ 1,748,080</b>	<b>\$ 2,560,353</b>		<b>\$ 1,733,557</b>			
	<b>TOTAL CAPITAL IMPROVEMENT PROGRAM</b>	<b>\$ 8,649,200</b>	<b>\$ -</b>	<b>\$ 539,439</b>	<b>\$ 9,188,639</b>	<b>\$ 703,758.36</b>	<b>\$ 8,484,881</b>			<b>\$ 14,648,383</b>	<b>\$ 6,233,146</b>	<b>\$ 8,415,237</b>		<b>\$ 5,529,388</b>			
20	AMR Replacement (M24MMAMR)	250,000	\$ -	\$ 39,650	\$ 289,650	\$ 69,173.13	\$ 220,477	24%	20%	\$ 289,650	\$ 69,173	\$ 220,477	40%		On-going.		
21	Large Meter Replacement (M24MMLMR)	25,000	-	-	25,000	-	25,000	0%	0%	25,000	-	25,000	0%				
22	Meter Replacement (M24MMMR)	140,000	-	28,959	168,959	34,390.75	134,568	20%	20%	168,959	34,391	134,568	20%		On-going.		
23	Meter Installation - Residential (M24MMMRES)	5,000	-	-	5,000	181.72	4,818	4%	4%	5,000	182	4,818	4%		On-going.		
	<b>METER MAINTENANCE PROGRAM</b>	<b>\$ 420,000</b>	<b>\$ -</b>	<b>\$ 68,609</b>	<b>\$ 488,609</b>	<b>\$ 103,745.60</b>	<b>\$ 384,863</b>			<b>\$ 488,609</b>	<b>\$ 103,746</b>	<b>\$ 384,863</b>		<b>\$ -</b>			
24	10317 Corporate Yard Project (A24BUMQDC)	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 86,390.13	\$ 113,610	43%	35%	\$ 394,500	\$ 280,890	\$ 113,610	71%	\$ 194,500	G/A has submitted plans to Sacramento County. FOWD is paying County review fees as they are being received.		
25	10326 Admin. Building (A24BUNB)	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	0%	0%	\$ 5,000	\$ -	\$ 5,000	0%				
	<b>GRAND TOTAL</b>	<b>\$ 9,274,200</b>	<b>\$ -</b>	<b>\$ 608,048</b>	<b>\$ 9,882,248</b>	<b>\$ 893,894.09</b>	<b>\$ 8,988,354</b>			<b>\$ 15,536,491</b>	<b>\$ 6,617,782</b>	<b>\$ 8,918,710</b>		<b>\$ 5,723,888</b>			

\*New Business development pays for services rendered (this item is a pass through).

\*\*2023 Carryforward funding approved by the Board on January 16, 2024 and March 18, 2024 Regular Board Meetings.

\*\*\*New York Well 12-inch Replacement Project includes both North and South of Main.

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM X.3**

**Authorizations of Additional Funding**



**GENERAL MANAGER'S REPORT**  
**June 17, 2024 REGULAR BOARD MEETING**  
*Report as of May 31, 2024*

**X.3 Authorizations of Additional Funding**

**Accounting for 2024 Contingency Fund**

**Project No. E24CONT**

<b>Date</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Amount Transferred</b>	<b>Ending Balance</b>
1/1/2024	Beginning Balance	\$ 200,000.00	\$ -	\$ 200,000.00
1/16/2024	SWRCB - Water System Fees	200,000.00	(500.00)	199,500.00
1/16/2024	Deferred Compensation	199,500.00	(4,250.00)	195,250.00
3/18/2024	Hazel Avenue Project #2004	195,250.00	(29,616.00)	165,634.00
3/18/2024	Gum Ranch Unit 2 Project #1607	165,634.00	(41,969.00)	123,665.00
<b>Total from Contingency</b>			<b>\$ (76,335.00)</b>	
<b>Funds Drawn from Reserves</b>				
Transmission Main Break at the Corner of Pershing Ave. and Chestnut Ave.			<b>\$ 325,000.00</b>	
<b>Total from Reserves</b>			<b>\$ 325,000.00</b>	
<b>Total Authorizations of Additional Funding</b>			<b>\$ 401,335.00</b>	

**June 17, 2024**

**Staff Report Briefing Materials**

**AGENDA ITEM X.5**

**Claims Against District**

# FAIR OAKS WATER DISTRICT

## GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS JUN 17, 2024 REGULAR MEETING

SUBJECT: Processing of Claims  
STATUS: Information Item  
REPORT AS OF: May 31, 2024

### DISTRICT CLAIMS RECEIVED

Claim #	Date Claim Received	Type of Claim	Claim Amount	JPIA Contacted ?	Claim Status	Settlement Amount
<b>No Open Claims</b>						