



BOARD OF DIRECTORS MEETING

AGENDA

April 6, 2023, Regular Meeting
Monte Rio Community Center
20488 Highway 116
Monte Rio, CA 95462
6:30 p.m.

NOTICE TO PERSONS WITH DISABILITIES: It is the policy of the Sweetwater Springs Water District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request made at least 48 hours in advance of the need for assistance, this Agenda will be made available in appropriate alternative formats to persons with disabilities. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

Any person who has any questions concerning any agenda item may call the General Manager or Assistant Clerk of the Board to make inquiry concerning the nature of the item described on the agenda; copies of staff reports or other written documentation for each item of business are on file in the District Office and available for public inspection. All items listed are for Board discussion and action except for public comment items. In accordance with Section 5020.40 et seq. of the District Policies & Procedures, each speaker should limit their comments on any Agenda item to five (5) minutes or less. A maximum of twenty (20) minutes of public comment is allowed for each subject matter on the Agenda unless the Board President allows additional time.

I. CALL TO ORDER *(Est. time: 2 min.)*

- A. Board members Present
- B. Board members Absent
- C. Others in Attendance

II. CHANGES TO AGENDA and DECLARATIONS OF CONFLICT *(Est. time: 2 min.)*

III. CONSENT CALENDAR *(Est. time: 5 min.)*

(Note: Items appearing on the Consent Calendar are deemed to be routine and non-controversial. A Board member may request that any item be removed from the Consent Calendar and added as an "Administrative" agenda item for the purposes of discussing the item(s)).

- A. Approval of the following Minutes of the March 2, 2023 Regular Board Meeting and the March 9, 2023 Special Board Meeting

- B. Approval of Operations Warrants/Online payments/EFT payments
- C. Receipt of Item(s) of Correspondence.
Note: Correspondence received regarding an item on the Administrative Agenda is not itemized here, but will be attached as back-up to that item in the Board packet and addressed with that item during the Board meeting.

IV. PUBLIC COMMENT: The District invites public participation regarding the affairs of the District. This time is made available for members of the public to address the Board regarding matters which do not appear on the Agenda, but are related to business of the District. Pursuant to the Brown Act, however, the Board of Directors may not conduct discussions or take action on items presented under public comment. Board members may ask questions of a speaker for purposes of clarification.

V. ADMINISTRATIVE

- A. Discussion/Action re Approval of Resolution 23-04, Awarding Contracts for the Moscow Road Waterline Repair Project to Piazza Construction and Coastland Civil Engineering and Approving an Overall Project Budget of \$208,400. (Est. time 15 min.)
- B. Discussion/Action re Draft FY 2022-23 Budget (Est. time 15 min.)
- C. Discussion/Action re Muni-Link billing system update (Est. time 15 min.)
- D. Discussion/Action re Addition of AirMed Care benefit for District employees (Est. time 15 min.)
- E. Discussion/Action re Board Subcommittee Reports (standing item) (Est. time 5 min.)
 Subcommittees: Website/Billing System

VI. GENERAL MANAGER’S REPORT

- 1. Laboratory Testing/Regulatory Compliance
- 2. Water Production and Sales
- 3. Leaks
- 4. In-House Construction Projects
- 5. Training
- 6. Grants
- 7. Dutch Bill Creek Bridge
- 8. Gantt Chart

VII. BOARD MEMBERS’ ANNOUNCEMENTS

VIII. ITEMS FOR NEXT AGENDA

IX. CLOSED SESSION

ADJOURN

Sweetwater Springs Water District Mission and Goals

The mission of the Sweetwater Springs Water District (SSWD) is to provide its customers with quality water and service in an open, accountable, and cost-effective manner and to manage District resources for the benefit of the community and environment. The District provides water distribution and maintenance services to five townships adjacent to the Russian River:

- Guerneville
- Rio Nido
- Guernewood Park
- Villa Grande
- Monte Rio

GOAL 1: IMPLEMENT SOUND FINANCIAL PRACTICES TO ENSURE EFFECTIVE UTILIZATION OF DISTRICT RESOURCES

GOAL 2: PROVIDE RELIABLE AND HIGH QUALITY POTABLE WATER WITH FACILITIES THAT ARE PROPERLY CONSTRUCTED, MANAGED AND MAINTAINED TO ASSURE SYSTEM RELIABILITY

GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS

GOAL 4: DEVELOP AND MAINTAIN A QUALITY WORKFORCE

GOAL 5: PROVIDE EXCELLENT PUBLIC OUTREACH, INFORMATION AND EDUCATION

GOAL 6: ENHANCE BOARD COMMUNICATIONS AND INFORMATION

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BOARD MEETING MINUTES*

Meeting Date: March 2, 2023

(*In order discussed)

March 2, 2023
6:30 p.m.

Board Members Present:

Tim Lipinski
Sukey Robb-Wilder
Gaylord Schaap
Richard Holmer

Board Members Absent:

Larry Spillane

Staff in Attendance:

Eric Schanz, General Manager
Julie Kenny, Secretary to the Board

Others in Attendance:

Erica Gonzalez, Meyers Nave et al.

I. CALL TO ORDER (6:49 p.m.)

The properly agendized meeting was called to Order by President Lipinski at 6:30 p.m.

II. CHANGES TO AGENDA and DECLARATION OF CONFLICT (6:49 p.m.)

(None.)

III. CONSENT CALENDAR (6:49 p.m.)

President Lipinski reviewed the items on the Consent Calendar. Brief discussion ensued. Director Holmer moved to approve the Consent Calendar. Director Robb-Wilder seconded. Motion carried 4-0.

- A. Approval of the following Minutes of the February 2, 2023 Regular Board Meeting
- B. Approval of Operations Warrants/Online payments/EFT
- C. Receipt of items of Correspondence. (None)

IV. PUBLIC COMMENT (6:51 p.m.)

(None.)

V. ADMINISTRATIVE (6:51 p.m.) *

**in the order discussed*

- V-A. (6:51 p.m.) Discussion/Action re Approval of Resolution 23-02, Authorizing the General Manager to Accept the Fiscal Year 2020-2021 Capital Improvement Project and Approve the Recorded Notice of Completion.** The GM provided an overview of this item. Discussion ensued. Director Robb-Wilder moved to approve Resolution 23-02, authorizing the General Manager to Accept the Fiscal Year 2020-2021 Capital Improvement Project and Approve the Recorded Notice of Completion. Director Holmer seconded. Motion carried 4-0. Further discussion ensued.
- V-B. (7:03 p.m.) Discussion/Action re Moscow Road project.** The GM provided an overview of this item. Discussion ensued. A Special Meeting was calendared for Thursday, March 9, 2023 at the District Office regarding the bid package for the project.
- V-C. (6:32 p.m.) Discussion/Action re County of Sonoma Willow Road/Bay Lane Drainage Improvement Project.** The GM provided an overview of this item. Discussion ensued. Discussion ensued. No formal action was taken.
- V-D. (8:03 p.m.) Discussion/Action re Contract Meter Reader.** The GM provided an overview of this item. Board discussion ensued. No formal action was taken.
- V-E. (8:30 p.m.) Discussion/Action re New billing system.** Administrative Manager Julie Kenny provided an overview of this item. No formal action was taken.
- V-F. (8:31 p.m.) Discussion/Action re FY 2022-23 Budget.** The GM provided an overview of this item. Discussion ensued. Director Holmer and Director Schaab were appointed to serve in an ad hoc Budget Committee.
- V-G. (8:41 p.m.) Discussion/Action re Board Subcommittee Reports (standing item).
Subcommittees: General Manager Transition
 Website/Billing System**
- Director Holmer provided a brief report on the General Manager Transition subcommittee. This committee was officially disbanded.
- Director Robb-Wilder and Director Spillane provided a brief report on the Website/Billing System subcommittee. No formal action was taken.
- V-H. (8:48 p.m.) Discussion/Action re SDRMA Nominations for three (3) open SDRMA Director and CSDA Nominations for Seat C.** Director Robb-Wilder provided an overview of this item. Discussion ensued. No formal action was taken.

** At 8:52 p.m. the Board took a brief recess. The meeting reconvened at 8:57 p.m.

VI. GENERAL MANAGER'S REPORT (8:58 p.m.)

The GM provided a report on the following items:

1. Laboratory testing / Regulatory Compliance
2. Water production and sales
3. Leaks
4. In-House Construction Projects
5. CIP 2020-21 Old River Road/Woodland Drive
6. Grants

Discussion ensued.

**VII. BOARD MEMBERS' ANNOUNCEMENTS/COMMENTS
(9:07 p.m.)**

Director Holmer announced LAFCO approval to annex George's Hideaway location to the sewer system and also announced an upcoming meeting for interested parties on Saturday March 4 regarding the Moscow Slide project.

Director Robb-Wilder announced a CSDA chapter meeting on April 6.

The GM announced he would be on vacation from May 28 – June 7.

VIII. ITEMS FOR THE NEXT AGENDA (9:15 p.m.)

1. FY 2023-24 Budget
2. Moscow Road project update
3. Subcommittee reports
4. Willow Road/Bay Lane project update
5. Contract Meter Reader update

IX. CLOSED SESSION (9:24 p.m.)

At 9:24 p.m. President Lipinski announced the items in Closed Session. There was no public comment. At 9:25 p.m. the Board went into Closed Session. At 9:56 p.m. the meeting reconvened from Closed Session and the following action was announced:

- A. Conference with Labor Negotiator (pursuant to Gov. Code Section 54957.6):
District negotiator: Eric Schanz
Employee Organization: Stationary Engineers Local 39**

No reportable action was taken.

ADJOURN

The meeting adjourned at 9:59 p.m.

Respectfully submitted,

Julie Kenny
Clerk to the Board of Directors

APPROVED:

Gaylord Schaap:	_____
Sukey Robb-Wilder:	_____
Tim Lipinski:	_____
Rich Holmer	_____
Larry Spillane	_____ (absent)



BOARD MEETING MINUTES*

Meeting Date: March 9, 2023 (Special Meeting)

(*In order discussed)

March 9, 2023
2 p.m.

Board Members Present: Tim Lipinski
Gaylord Schaap
Sukey Robb-Wilder
Rich Holmer
Larry Spillane

Board Members Absent: None

Staff in Attendance: Eric Schanz, General Manager

Others in Attendance: (None.)

I. CALL TO ORDER (2:03 p.m.)

The properly agendized meeting was called to Order by President Tim Lipinski at 2:03 p.m.

II. PUBLIC COMMENT (2:04 p.m.)

(None.)

III. ADMINISTRATIVE (2:04 p.m.)*

**in the order discussed*

III-A. (2:04 p.m.) Discussion/Action re Approval of Resolution 23-03, Adopting the Bid Package and Authorizing the Public Bid to Proceed for the Moscow Road Water Line Repair Project for FY 2022-23. The GM provided an overview of this item. Discussion ensued. Resolution 23-03 was amended to refer to "Public Works" as "Sonoma Public Infrastructure". Director Holmer moved to approve Resolution 23-03, Adopting the Bid Package and Authorizing the Public Bid to Proceed for the Moscow Road Water Line Repair Project for FY 2022-23 (as amended. Director Robb-Wilder seconded. Motion carried 5-0.

ADJOURN

The meeting adjourned at 2:42 p.m.

Respectfully submitted,

Julie Kenny
Clerk to the Board of Directors

APPROVED:

Gaylord Schaap: _____
Sukey Robb-Wilder: _____
Tim Lipinski: _____
Larry Spillane _____
Rich Holmer _____

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-A

FROM: Eric Schanz, General Manager

Meeting Date : April 6, 2023

**Subject: AWARD OF MOSCOW ROAD WATERLINE REPAIR
CONSTRUCTION CONTRACT**

RECOMMENDED ACTION: Approve Resolution 23-04 which conditionally awards the Moscow Road Waterline Repair Project construction contract to Piazza Construction for a not to exceed amount of \$144,000.00, waives any and all non-conformance in the bid of Piazza Construction, and authorizes the General Manager to approve change orders for a total amount not to exceed \$14,400. Additionally, approve a contract amendment with Coastland Civil Engineering for a not to exceed amount of \$50,000 for providing construction management and inspection services.

FISCAL IMPACT: \$144,000.00 for construction, plus up to \$14,400 in possible change orders, plus the construction management and inspection fees for a total amount of \$208,400.00.

DISCUSSION:

The landslide on Moscow Road that occurred between January 7th and 8th this winter impacted the District's existing 8-inch water line, causing the shutdown of the line. Emergency measures were taken to temporarily reroute the water through other smaller diameter water lines to ensure that water could be provided to residence in the area; however, the lines being utilized are undersized for fire protection.

District staff immediately began coordination efforts with Sonoma County to coordinate repairs. Coastland Civil Engineering, the District's Engineer, worked with County staff and was able to quickly design the fix. District staff have also been coordinating with the County, CalOES and FEMA to coordinate reimbursement for the emergency repairs.

Due to the urgent nature of the work, bid documents were prepared and the project was advertised on March 10, 2023, and bids were opened at 2:30 p.m. on March 30, 2023. Four bids were received ranging in prices from \$144,000 to \$242,350. The project had an Engineer's Estimate of Probable Cost of \$159,995. The bidders and bid amounts are shown in Table 1 below. After careful review and analysis of the low bid submitted by Piazza Construction (Piazza), staff is recommending awarding the bid to Piazza. Piazza has a good working relationship with the District on past projects.

AWARD OF MOSCOW ROAD WATERLINE REPAIR CONSTRUCTION CONTRACT

April 6, 2023

Table 1	
Moscow Road Waterline Repair Project	
Bidder Name	Bid Amount
Piazza Construction	\$144,000.0
Michael Paul Company	\$152,732.00
Empire Earthworks	\$155,762.50
W.R. Forde Associates, Inc.	\$242,350.00

The work authorized under this contract is scheduled to start as soon as possible after the award and according to the bid documents, will be completed within 25 working days of the notice to proceed. The work involves installation of a new 8" waterline close to the uphill edge of the roadway to replace the 8-inch waterline that was damaged from the landslide. There are no services or fire hydrants within the section of line being replaced. The work is in the same general location as the existing damaged waterline and will not result in expansion of system capacity.

In summary, the total award amount for the construction contract is \$144,000 which is approximately \$16,000 below the Engineer's Estimate of probable cost of \$159,995. The staff recommendation includes the bid amount of \$144,000.00 by Piazza Construction, and authorization for the General Manager to approve up to \$14,400 in total change order authority for work not anticipated by the contract. Construction management and inspection costs for the project are estimated at \$50,000.00. This puts the entire project cost at \$208,400.00 including the total change order amount.

The majority of the expense associated with this project is anticipated to be funded through CalOES and FEMA (estimated that 75% will be reimbursed by FEMA and 18.75% will be reimbursed by CalOES) however, the District will need to fund the project and eventually be reimbursed through CalOES and FEMA once all paperwork has been approved. The amount of reimbursement is anticipated to be \$195,375 if the full \$208,400 budget is used, leaving the District to fund \$13,025.

Staff recommends approval of Resolution 23-04 which conditionally awards the Moscow Road Waterline Repair Project contract to Piazza Construction for a not to exceed amount of \$144,000.00 and authorizes the General Manager to approve change orders for an amount not to exceed \$14,400. The conditions of the bid award include Piazza Construction's timely delivering the duly executed Project contract and submitting all required documents, including properly executed bonds, certificates of insurance and endorsements, pursuant to the Project bid documents.

Resolution No. 23-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT AWARDING CONTRACTS FOR THE MOSCOW ROAD WATERLINE REPAIR PROJECT TO PIAZZA CONSTRUCTION AND COASTLAND CIVIL ENGINEERING AND APPROVING AN OVERALL PROJECT BUDGET OF \$208,400.00

WHEREAS, District staff prepared construction bid document and advertised for construction of the Moscow Road Waterline Repair Project (“Project”); and

WHEREAS, District staff solicited bids for the Project on March 10, 2023; and

WHEREAS, on March 30, 2023, four bids were received and opened in accordance with the bid instructions and

WHEREAS, the bid for the Project from Piazza Construction was in the amount of \$144,000.00; and

WHEREAS, Piazza Construction has a valid California Contractors license, is registered with the Department of Industrial Relations and has the certifications required for potable water line installation and meets the requirements stated in the bidding instructions for experience and certification of employees with HDPE pipe and fitting installations; and

WHEREAS, the District and Coastland Civil Engineering are parties to an On-Call Professional Services Agreement dated October 5, 2020, for engineering matters, including construction management and inspection services, and Coastland Civil Engineering has submitted estimated costs for construction management and inspection services for the Project in a task order amount not to exceed \$50,000; and

WHEREAS, the Project will be funded with District funds, the majority of which is anticipated to be reimbursed by a combination of CalOES and FEMA, as the project was associated with damage during a federally declared emergency; and

WHEREAS, the Project involves the replacement of existing facilities and will result in negligible or no expansion of capacity, this the Project is exempt from environmental review, pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), section 15301(b) and 15302(C); and

WHEREAS, notwithstanding the above-referenced bid amount, it is anticipated that the Project will have a certain amount of unanticipated construction issues during construction necessitating change orders in an amount not to exceed \$14,400.00.

NOW, THEREFORE BE IT RESOLVED, that the District Board of Directors of the Sweetwater Springs Water District hereby:

1. Finds the bid in the amount of one hundred forty four thousand dollars and no cents (\$144,000.00) by Piazza Construction to be the lowest responsive bid and further finds that Piazza Construction is a responsible bidder; and
2. Approves the Project construction contract in the amount of one hundred forty four thousand dollars and not cents (\$144,000.00) ; and

Resolution 23-04, Moscow Road Waterline Repair Project (2023) Award
 April 6, 2023

3. Awards the contract for the Moscow Road Waterline Repair Project to Piazza Construction in the amount of one hundred forty four thousand dollars and not cents (\$144,000.00), the amount of the lowest responsive bid, conditioned on Piazza Construction timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds, certificates of insurance, and endorsements, in accordance with the Project bid documents; and
4. Directs staff to issue a Notice of Award to Piazza Construction; and
5. Authorizes and directs the General Manager to execute the Project contract, attached hereto as Exhibit A, on behalf of the District upon timely submission of by Piazza Construction of the signed Project contract and all other required contract documents, in accordance with the contract bid instructions; and
6. Authorizes and directs the General Manager to approve change orders on the Project with total change order approval not to exceed fourteen thousand four hundred dollar and no cents (\$14,400.00); and
7. Approves construction management and inspection services to Coastland Civil Engineering in an amount not to exceed fifty thousand dollars and no cents (\$50,000.00) and authorizes and directs the General Manager to issue a task order for such work pursuant to the On-Call Professional Services Agreement dated October 5, 2020 .
8. Establishes the overall construction budget for the Project be at an amount not to exceed two hundred eight thousand four hundred dollars and no cents (\$208,400.00).

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on April 6, 2023, by the following vote.

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

 Tim Lipinski
 President of the Board of Directors

 Attest: Julie A. Kenny
 Clerk of the Board of Directors

[END OF RESOLUTION]

EXHIBIT A
AGREEMENT

The Sweetwater Springs Water District, (“District”) enters into this agreement, dated for reference purposes only, with Piazza Construction (“Contractor”).

RECITALS

- A. **NOTICE INVITING BIDS.** The District gave notice inviting bids to be submitted by March 30, 2023, for the **Moscow Road Water Line Repair Project** by posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. **BID OPENING.** On March 30, 2023 at 2:30 pm, District representatives opened the bids for the **Moscow Road Water Line Repair Project** and read the bids aloud.
- C. **PROJECT AWARD.** On April 6, 2023, the District awarded the **Moscow Road Water Line Repair Project** to the Contractor and directed District staff to send the Contractor written notice of award of the project. The District conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. **REQUIRED DOCUMENTS.** The Contractor has provided the District executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The District and the Contractor agree as follows:

1. **THE WORK.** The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **Moscow Road Water Line Repair Project** (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. **LOCATION OF WORK.** The Work will be performed at the following locations: Moscow Road, Monte Rio, California.
3. **TIME FOR COMPLETION.** The Contractor must complete the Work in accordance with the Contract Documents within 25 working days from the date specified in the District’s Notice to Proceed (“Time for Completion”).
4. **REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK.** If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the

Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the District for all resulting loss and damage in accordance with the Contract Documents and applicable law. The District's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,500 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of \$144,000.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated March 30, 2023, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the office of Coastland Civil Engineering and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the District and the Contractor.
- 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the District and the Contractor.
- 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor.
- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.
- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation 2018 Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the District as the context of this Agreement may require.
9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the District, for issuance of an interpretation and/or decision by an authorized District representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the District. The decision of an authorized District representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

SWEETWATER SPRINGS
WATER DISTRICT

By: _____

By: _____

Title: _____

Title: President, Board of Directors

[Attach Notary Page]

Attest:

By: _____

Title: Clerk of the Board

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-B

FROM: Eric Schanz, General Manager

Meeting Date: April 6, 2023

SUBJECT: DRAFT FY 2023-2024 BUDGET

RECOMMENDED ACTION: Receive a report on the Draft District FY 2023-2024 Budget, including the District's proposed water rates based on five budget options, and provide direction to staff and the *ad hoc* Budget subcommittee.

FISCAL IMPACT: Provides financial direction for FY 2023-2024.

DISCUSSION:

The *ad hoc* Budget Subcommittee has had two meetings to discuss the draft 2023-2024 Budget which is being presented at this meeting (the line-item draft Budget, the Operating Budget Options, the Capital Projects and Capital Dept Budget is attached. Among the issues to be discussed:

Proposed FY 2023-2024 Water Rates

As part of the draft budget process five different budget options have been provided to offer a view on the fiscal impacts based on the percent of increase, in particular the impact on operating surplus available for capital projects. Staff recommends that the Board take action to adjust the rate structure to be more in line with the Water Rate Study completed May 28, 2020. Water sales and growth have been lower than the projected revenues and growth from the Water Rates Study. Also, the added cost of inflation could not be anticipated when the Rate Study was completed.

Fees: In addition to water rates, staff has reviewed the Districts current fees and recommends that the "New Account Set-up Fee" be increased from twenty dollars to fifty dollars. This will bring the fee more in line with other district fees that require field staff to provide services.

Fiscal Year 2023-2024 Budget

The draft FY 2023-2024 Budget has been discussed by the *ad hoc* Budget Subcommittee in two meetings in March. Staff have met several times to develop the appropriate line item amounts for the Operating section of the Budget.

Items discussed and assumptions used to develop the Operating section of the Budget include:

- Water Usage and Base Rate and Capital Debt Reduction Charges will be raised based on direction from the board from the Operating Budget Options sheet.
- Water Usage revenues are predicted to be lower. Current water sales revenue are down, and it is estimated that with late rains continuing a decrease in water sales for the first quarter of 2023 is expected.
- The effects of inflation on operating cost can be seen reflected in this year's operating budget. There has been an increase in utilities charges, chemical cost, parts, materials and labor cost.
- The 2020 Water Rate Study does not account for predicted large purchases such as vehicles and equipment. Items that can be capitalized and depreciated have been moved from the operating budget and listed in the capital budget.
- Salaries and Retirement have been adjusted to reflect year three of the 2020 Union Memorandum of Understanding with a 3% increase.
- Succession Planning: this year's budget also reflects the need for succession planning. These changes include:
 - A. Creation of the Clerk/Admin Associate position.
 - B. Filling the Crew Supervisor position.
 - C. Adding a full-time Maintenance Worker position in lieu of filling the Contract Meter Reader position.

Capital Budget

Staff is introducing a new Capital Budget spreadsheet this year (attached). The new spreadsheet covers multiple years and is designed to be a living document, amended as needed to reflect the frequent project and timing changes that can occur with our capital spending. It also includes information about grant funding.

Capital expenditures will be broken down into three (3) categories:

- (1) Large projects;
- (2) In-house projects and equipment; and
- (3) Debt payments and *Sinking Fund* (see, Debt Maintenance Planning, below)

As the Capital Budget spreadsheet shows in more detail, the District has a number of small projects scheduled for FY 2023-24, as well as money allocated for the development of a District Master Plan to assist with project planning. Grant funding for upcoming and past projects totaling \$895,450 has been approved but not yet received. The new Capital Budget spreadsheet – a

conservative cash budget -- will only recognize grant funding as revenue when it is received.

Debt Maintenance Planning

Sinking Fund

Staff is also requesting the Board’s approval to begin a sinking fund for our District debt. The idea of a sinking fund is to set money aside to cover known expenses in the future. In our case, money allocated to the sinking fund would be transferred out of CIRF and into our debt payment fund at the County. The District’s annual debt expense is around \$780,000 each year. Staff believes it is prudent to develop a sinking fund to lower that amount not just this year but in future years as well. The timing is right as we are current receiving extra revenue in the way of grant funding.

The District has received \$701,000 in grant funds in FY 2022-23. Staff would like to set aside \$200,000 of this capital revenue for the sinking fund. That amount would then reduce the amount we need to transfer for District debt over the next 5.5 years by about \$36,000/year. Please see the attached spreadsheet “Applying Sinking Fund Contributions to Remaining Life of Citizens PPL” for more detail on how the sinking fund would work.

The Board should note that should a financial emergency arise in the future, the unused portion of the sinking fund could be transferred back into CIRF.

Proposition 218 Notice

Proposition 218 requires that 45-day notice be given to all property owners in the area affected by a proposed rate increase. Notice for a proposed water rate increases will need to be mailed to all property owners by April 14, 2023. The Notice will provide for an increase to the Base Rate and Water Usage Charges and Capital Debt Reduction Charge based on the option selected by the board and will include the proposed rate schedules and a protest form.

Table 1. FY 2023-2024 Budget Preparation	
Introduce Budget Process	March 2, 2023
Budget Committee meetings	March 2023
Draft Budget to Board for Discussion/Action, Including Direction on Water Rates	April 6, 2023
Prop 218 Mailing for Water Rate Increase	April 14, 2023

Draft Budget to Board for Discussion/Action	May 4, 2023
Approve Budget <ul style="list-style-type: none">• Prop 218 Public Hearing on Rates	June 1, 2023

2023-24 Operating Budget Options

	2022-23 (Current)	2023-24 Option 1	2023-24 Option 2	2023-24 Option 3	2023-24 Option 4	2023-24 Option 5
	(Actuals Estimates)	5% rate increase	5% rate increase plus Tier 1 Adjustment	7.5% rate increase	7.5% rate increase plus Tier 1 Adjustment	13.8% Rate Increase to Achieve Revenue Estimated in Rate Study
Base Rate	\$75.54	\$79.32	\$79.32	\$81.21	\$81.21	\$85.89
CDR	\$13.83	\$14.52	\$14.52	\$14.87	\$14.87	\$15.72
Tier 1 rate	\$1.73	\$1.82	\$2.10	\$1.86	\$2.10	\$1.97
Tier 2 rate	\$4.16	\$4.37	\$4.37	\$4.47	\$4.47	\$4.73
Projected SFD Bimonthly Bill (6 hcf)	\$99.75	\$104.74	\$106.44	\$107.23	\$108.67	\$113.42
REVENUE						
Water Sales						
Base Rate	\$1,883,000	\$1,977,150	\$1,977,150	\$2,125,436	\$2,125,436	\$2,142,854
Current Charges	\$625,000	\$656,250	\$686,064	\$671,875	\$697,430	\$711,250
CDR	\$345,000	\$362,250	\$362,250	\$389,419	\$389,419	\$392,610
Total Water Sales	\$2,853,000	\$2,995,650	\$3,025,464	\$3,186,730	\$3,212,285	\$3,246,714
Rent	\$121,500	\$124,800	\$124,800	\$124,800	\$124,800	\$124,800
Other	\$60,000	\$21,500	\$21,500	\$21,500	\$21,500	\$21,500
Total Non-Operating Revenue	\$181,500	\$146,300	\$146,300	\$146,300	\$146,300	\$146,300
Total Income	\$3,034,500	\$3,141,950	\$3,171,764	\$3,333,030	\$3,358,585	\$3,393,014
EXPENDITURES						
Salary and Benefits						
Wages/Overtime/On-Call	\$1,005,000	\$1,074,600	\$1,074,600	\$1,074,600	\$1,074,600	\$1,074,600
Benefits	\$412,695	\$474,200	\$474,200	\$474,200	\$474,200	\$474,200
Total Salary and Benefits	\$1,417,695	\$1,548,800	\$1,548,800	\$1,548,800	\$1,548,800	\$1,548,800
Total Services and Supplies	\$851,726	\$869,320	\$869,320	\$869,320	\$869,320	\$869,320
Total Fixed Assets pd from Oper*	\$29,000	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$2,298,421	\$2,418,120	\$2,418,120	\$2,418,120	\$2,418,120	\$2,418,120
OPERATING INCOME	\$736,079	\$723,830	\$753,644	\$914,910	\$940,465	\$974,894
Transfers to Capital						
CIRF (CDR Revenue)	\$349,022	\$362,250	\$362,250	\$389,419	\$389,419	\$392,610
CIRF (Operating Surplus)	\$345,000	\$340,000	\$375,000	\$505,000	\$535,000	\$565,000
GOAL: \$600,000**						
Building Fund	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
In-House Construction	\$25,000	\$0	\$0	\$0	\$0	\$0
Total Transfers to Capital	\$734,022	\$717,250	\$752,250	\$909,419	\$939,419	\$972,610
Undesignated Operating funds u	\$2,057	\$6,580	\$1,394	\$5,491	\$1,046	\$2,284

* Move to Capital Spreadsheet

** \$500,000 per the Sustainable Capital Funding Program + \$100,000 for capital purchases formerly added to the Operating Budget for Vehicles and Site improvements/In-house Projects. The additional \$100,000 includes \$25,000 normally transferred to In-House Construction

Capital Projects and Capital Debt Budget (Cash)

	2022-23 (Estimate) (Actual)	2023-24 Budget (5% incr.)	2024-25 Estimate							
Total CIRF Balance Beginning of Year	\$1,994,980	\$1,148,728	\$227,978							
REVENUE										
Assessments/New Services	\$750,000	\$750,000	\$750,000							
CDR Transfer from Operations	\$349,022	\$362,250	\$384,000							
Operating Surplus Transfer from Operations	\$365,000	\$340,000	\$500,000							
Interest	\$13,148	\$20,000	\$20,000							
New Construction	\$7,818	\$0	\$0							
Grants Received	\$701,360	\$0	\$0							
Total Revenue	\$2,186,348	\$1,472,250	\$1,654,000							
Total Available for Capital Projects	\$4,181,328	\$2,620,978	\$1,881,978							
EXPENDITURES										
	TOTAL PROJECT COST	PAID (PY)	OBLIGATED BUT NOT YET PAID	GRANT INFORMATION						
				GRANTS APPROVED						
				GRANTS RECEIVED CY						
				GRANTS RECEIVED PY						
				GRANTS APPROVED BUT NOT YET REC'D						
CIP Projects										
CIP 2021	\$1,790,551	\$124,411	\$0	\$1,666,140	\$0	\$0	\$818,280	\$701,360	\$116,920	\$0
Lower Harrison	\$581,675	\$8,200	\$62,255	\$75,000	\$500,000	\$0	\$581,675	\$0	\$0	\$581,675
MR Well 5	\$120,047	\$72,392	\$0	\$37,798	\$0	\$0	\$100,000	\$0	\$0	\$100,000
County MR Bridge	\$854,000	\$0	\$25,000	\$25,000	\$30,000	\$0	\$53,325	\$0	\$0	\$53,325
County Willow Rd Drainage (Rio Nido)	\$82,000	\$0	\$0	\$0	\$82,000	\$0	\$0	\$0	\$0	\$0
County Moscow Road 2019 slide	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
County Moscow Road 2023 slide	\$240,000	\$4,545	\$12,920	\$14,000	\$226,000	\$0	\$0	\$0	\$0	\$0
County Neeley Road	\$330,000	\$0	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0
Wright Drive main pressure zone*		\$0	\$0							
Wright Drive upper pressure zone	\$3,087,093	\$0	\$0	\$211,840	\$0	\$0	\$160,450	\$0	\$0	\$160,450
Natoma Tank		\$0	\$0							
Schoeneman pressure zone	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Schoeneman tank	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total CIP Projects				\$2,029,779	\$1,168,000	\$0				
Other Capital Expenses										
Annual transfer to Policy Reserves				\$32,821	\$80,000	\$0				
In-House Project/Site Improvements				\$25,000	\$120,000	\$0				Lower Summit Tank liner (\$15G); El Bo Well Rehab (\$80G); In-House projects
District Master Plan				\$0	\$200,000	\$0				
Vehicle				\$0	\$80,000	\$0				
Total Other Capital Projects/Equipment				\$57,821	\$480,000	\$0				
Debt Payments (for next FY)										
Debt				\$745,000	\$745,000	\$745,000				
Debt Sinking Fund				\$200,000	\$0	\$0				
Total Debt				\$945,000	\$745,000	\$745,000				
Total CIP/Debt Expenditures				\$3,032,600	\$2,393,000	\$745,000				
Total CIRF Balance End of Year (Est.)				\$1,148,728	\$227,978	\$1,136,978				

SWEETWATER SPRINGS WATER DISTRICT
DRAFT OPERATING AND CAPITAL BUDGET, 2019-20
DRAFT

FY 2023-24 BUDGET WORKSHEET

5% Rate Increase

	YEAR END ACTUAL (CASH)	APPROVED BUDGET	ESTIMATED YEAR END ACTUAL	PROPOSED BUDGET	+/- Change (from last year)	NOTES
	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24		FY 2023-24
REVENUE						
OPERATING REVENUE						
Water Sales						
Base Rate	1,789,021	1,905,526	1,883,000	1,977,150	71,624	
Current Charges	693,963	772,346	625,000	656,250	(116,096)	
Capital Debt Reduction Charges	328,459	349,022	345,000	362,250	13,228	
TOTAL WATER SALES	2,811,443	3,026,894	2,853,000	2,995,650	(31,244)	
Total OPERATING REVENUE	2,811,443	3,026,894	2,853,000	2,995,650	(31,244)	
NON-OPERATING REVENUE						
Grant Proceeds	0	0	20,000	-	-	
1700 Interest	3,674	3,500	7,000	6,000	2,500	Interest rates rising
3600 Construction New Services	16,924	8,000	8,000	8,000		
3601 Construction Service Upgrades	200	5,000	6,000	5,000		
4032 Rent	119,868	121,500	121,500	124,800	3,300	Crystal \$1361/mo = \$16,322 AT&T \$9043/mo = \$108,516
4040 Miscellaneous Income	1,635	1,500	19,000	1,500	-	USBank CC refunds So. Cty Credit
Total NON-OPERATING REVENUE	142,301	140,500	181,500	146,300	5,800	
Total Income	2,953,744	3,167,394	3,034,500	3,141,950	(25,444)	
EXPENSES						
OPERATING EXPENSES						
SALARY & BENEFITS						
Salary						
5910 Wages	959,019	911,550	920,000	999,600	88,050	3% Wages increase as per MOU. Adds Maintenance Worker Trainee; Merit increases; Staff restructuring
5912 Overtime	32,029	37,000	40,000	35,000	(2,000)	
5916 On-Call Pay	40,170	37,000	45,000	40,000	3,000	
5918 Meter Reader	15,926	37,000	-	-	(37,000)	
Total Salary	1,047,144	1,022,550	1,005,000	1,074,600	52,050	
Benefits						
5500 Flex Spending	5,995	0	0	0	-	
5920 Retirement (District portion)	66,612	72,000	72,000	85,600	13,600	JK: ER Rates: 2%@55: 11.84%, 2%@62: 7.68% + 75% of EE rate = 8.43% Est bi-weekly total: \$3,292 (ER Rate only)
5920.4 Retirement - UL	1,385	1,400	1,385	1,500	100	2%@55 \$0 2%@62 \$0
5922 Payroll Taxes (District share)	17,301	16,000	18,000	18,400	2,400	
5930 Health Benefits (District share)	247,681	260,000	282,480	321,600	61,600	5% increase and adds 1 new employee benefits
5931 Retiree Health	11,760	14,000	14,000	14,100	100	Includes contribution to CERBT of \$3000; Per JK cost per retiree 2022 \$149 Total retirees: 6 \$153X6X12 + \$3000=\$14,016
5940 Workers Comp Insurance	22,842	23,000	23,830	32,000	9,000	FY 2023-24 EMOD: 1.31; rates unknown
5941 Life Insurance (GM)	1,000	1,000	1,000	1,000	-	Per ES contract
Total Benefits	374,576	387,400	412,695	474,200	86,800	
TOTAL SALARY & BENEFITS	1,421,720	1,409,950	1,417,695	1,548,800	138,850	
SERVICES & SUPPLIES						
Communications						
6040-I Internet service	3,383	2,700	4,500	4,600	1,900	Comcast -\$220/month; \$2640 GotoMyPC \$88/mo = \$1056 Sonic.net \$72/mo = \$864
6040-C Cell Phones/Radios	6,312	6,300	8,200	7,250	950	Verizon \$133/mo: \$1596 Cell phone reimburse \$305/mo - \$3660 Misc. \$500 Crystal repairs: 1500
6040-T Telephones	29,311	30,000	31,000	35,000	5,000	Ans. Service \$2300 AT&T Phones: \$2300/mo = \$27,600 Mittel Phones: \$380/mo=\$4,560
Total Communications	39,006	39,000	43,700	46,850	7,850	
Insurances						
6101 Liability & Auto Ins	40,259	50,000	44,276	50,000	0	
Total Insurances	40,259	50,000	44,276	50,000	-	
Maintenance - Office & Vehicles						
6140 Vehicle Maintenance	19,103	18,000	17,000	18,000	-	
6151 Office Maintenance	4,771	5,000	5,000	5,000	-	Alarm System - \$130/qr = \$520 SR Computers - \$195/mo = \$2340/year Copy mach. maint - 1300/yr Landscaping - \$300/yr Misc / Other - \$250
Total Maintenance - Office & Vehicles	23,874	23,000	22,000	23,000	-	
Maintenance - Facilities						

SWEETWATER SPRINGS WATER DISTRICT
DRAFT OPERATING AND CAPITAL BUDGET, 2019-20
DRAFT

		YEAR END ACTUAL (CASH)	APPROVED BUDGET	ESTIMATED YEAR END ACTUAL	PROPOSED BUDGET	+/- Change (from last year)	NOTES
6085	Janitorial Services	8,302	11,000	11,000	12,000	1,000	Maria Reyes (office Janitorial): \$150/mo = \$1800 United Site Svces (port-o-lets): \$470/mo = \$5640 Recology Garbage \$185/mo=\$2220 Sewer - GVTP (\$2000)
6100	SCADA System	3,737	6,500	6,000	8,000	1,500	
6180	Distribution System Repairs	28,050	50,000	52,000	60,000	10,000	Inflation on parts
6235	Treatment Sys/Well Repairs	36,588	75,000	70,000	45,000	(30,000)	Hidden Valley pump (\$8,000) El Bo Well 5 softstart (\$8,000) Other well softstart (\$16,000) MIQX cell (\$15,000)
6143	Generator Maintenance	7,328	5,000	5,000	5,000	-	
	Total Maintenance - Facilities	84,005	147,500	144,000	130,000	(17,500)	
	Miscellaneous Expenses						
6280	Memberships	10,307	11,000	11,000	11,500	500	USA \$800 AWWA \$475 CSDA \$6,200 MR Chamber -\$50 RR Chamber - \$175 Cal Rural \$1450 WCWW \$200 Amazon Prime \$150
6303	Claims	0	1,500	1,000	1,000	(500)	
6593	Governmental Fees	20,985	22,000	30,000	31,755	9,755	Elections Costs \$0 Notice of Determination \$230 Parcel List \$325 LAFCO \$6,800 Hazmat \$1400 Operator license fees \$500 System fees \$22,000 Water Rights \$500
	Total Miscellaneous Expenses	31,292	34,500	42,000	44,255	9,755	
	Office Expense						
6410	Postage	18,481	20,000	20,000	20,000	-	Billing (2000 pieces @ \$.58 X 12 months) = \$13,920 Prop 218 mailing: 4000 X .58 = \$2,320 1 extra mailing: 3600 X .58 = \$2088 Other mail
6430	Printing Expense	8,147	9,000	9,000	8,200	(800)	Window Envelopes \$1700 Return Envelopes \$1000 Water Bills + Autopay \$1700 Doorhangers \$200 CCRs: \$1,200 Prop 218 Notices/Envelopes: \$1,200 Fall notice: \$1,000 Checkblanks \$200 Tagbooks/Receipt books \$0
6461	Office Supplies	8,711	6,000	6,000	6,000	-	Supplies \$4500 Christmas party \$400 Business lunches \$75 Paper products/coffee \$250 Furniture/Equip't \$500
6800	Subscriptions/Legal Notices	3,078	3,000	3,500	1,400	(1,600)	Press Democrat \$625 Legal Notices \$500 Safety Meeting Outlines \$100
6890	Computers/Software	2,304	4,500	4,000	2,500	(2,000)	Antivirus software \$150 Battery backups: \$500 Misc \$400 Quickbooks upgrade \$250 Workstation upgrades - \$0 Office 365 subscription: \$850 Digital Ocean: \$6.20/mo = \$75 Cisco Webex: \$170
6895	Billing System	0	27,600	16,000	15,400	(12,200)	Muni-Link \$1200/month Muni-Link help with flat charge: \$1,000 est.
6897	Website	0	2,400	2,400	3,000	13,000	Streamline \$250/month
	Total Office Expense	40,721	72,500	60,900	53,500	(19,000)	
	Operating Supplies						
6300	Chemicals	15,541	15,000	15,000	20,000	5,000	Inflation and supply issues
6880	Tools and Equipment	8,258	7,500	7,500	7,500	-	
6881	Safety Equipment	11,948	2,500	3,000	3,000	500	cones/work signs/ barricades
	Total Operating Supplies	33,747	25,000	25,500	30,500	5,500	
	Professional Services						
6514	Lab/Testing Fees	13,532	15,000		16,000	1,000	
6570	Consultant Fees	107,885	50,000	30,000	23,000	(27,000)	IEDA \$13,000 SR Computers/Kim (website) \$2000 Water Audit: \$3,300
6590	Engineering	9,326	10,000	10,000	10,000	-	
6610	Legal	107,072	60,000	40,000	30,000	(30,000)	

SWEETWATER SPRINGS WATER DISTRICT
DRAFT OPERATING AND CAPITAL BUDGET, 2019-20
DRAFT

		YEAR END ACTUAL (CASH)	APPROVED BUDGET	ESTIMATED YEAR END ACTUAL	PROPOSED BUDGET	+/- Change (from last year)	NOTES
6630	Audit/Accounting	37,421	38,000	38,000	45,850	7,850	ADP \$65/2 weeks = \$1690 W-2s, taxes, 1099s = \$500 Authorize net \$130/mo = \$1560 Auditor \$8,500 TSYS \$1600/mo = \$27,000 E-check fees = \$3500 West America fees \$190/mo = \$2300 County Accounting Fees = \$800
Total Professional Services		275,236	173,000	118,000	124,850	(48,150)	
Rents & Leases & Loans							
6820	Equipment	1,265	3,600	3,600	3,800	200	Postage machine \$1800 Action rents \$2000
6840	Building & Warehouse	31,276	32,000	32,000	32,000	-	Rent \$2,650/mo = 32,000 (est based on new lease in May 2020)
7913	Policy Reserve Loan	135,000	135,000	135,000	135,000	-	\$500,000 borrowed FY 2019-20; \$500,000 borrowed FY 2020-21. Year 4 of 7 years payback \$135,000 annually.
Total Rents, Leases & Loans		167,541	170,600	170,600	170,800	200	
Transportation & Travel							
7120	Seminars & related travel	810	5,000	4,000	3,000	(2,000)	JK - \$250, ES-\$1,000 NK/AC - \$400 Field: \$1500
7201	Vehicle Gas	37,622	40,000	40,000	42,000	2,000	
7300	Travel Reimbursements	4,468	6,500	5,000	4,100	(2,400)	ES \$300/mo = \$3600 NK/AC/JK \$40/mo = \$480
Total Transportation & Travel		42,900	51,500	49,000	49,100	(2,400)	
Uniforms							
6021.1	Boots	1,895	1,500	1,500	1,715	215	\$245 X 7 = \$1715
6021.3	T-shirts	2,675	1,800	500	1,500	(300)	
6021.4	Jackets	0	250	250	250	-	
Total Uniforms		4,570	3,550	2,250	3,465	(85)	
Utilities							
7320	Electricity	126,476	126,000	126,000	139,000	13,000	
7321	Propane	1,956	3,500	3,500	4,000	500	
Total Utilities		128,436	129,500	129,500	143,000	13,500	
Total SERVICES & SUPPLIES		911,587	919,650	851,726	869,320	(50,330)	
FIXED ASSET EXPENDITURES							
8517	Field/Office equipment	0	5,000	5,000	-	-	
8573	Vehicles	0	50,000	0	-	(50,000)	
8511.1	Tank/Facilities Sites	1,025	24,000	24,000	-	(24,000)	Lower summit - tank liner (\$15,000)
8511.6	Leasehold improvements	0	0	0	-	-	
Total FIXED ASSET EXPENDITURES		1,025	79,000	29,000	0	(79,000)	
Total OPERATING EXPENSES		2,334,332	2,408,600	2,298,421	2,418,120	9,520	

Applying Sinking Fund Contributions to Remaining Life of Citizens PPL

YRS Left on PPL		5.5	4.5	3.5	2.5	1.5	0.5	
		FY 2022-23 tfer (for FY 2023-24 pymts)	FY 2023-24 tfer (for FY 2024-25 pymts)	FY 2024-25 tfer (for FY 2025-26 pymts)	FY 2025-26 tfer (for FY 2026-27 pymts)	FY 2026-27 tfer (for FY 2027-28 pymts)	FY 2027-28 tfer (for FY 2028-29 pymts)	
Unreduced annual debt payments to tfer:			\$781,025	\$778,826	\$777,412	\$777,549	\$863,467	\$756,209
Sinking Fund Contribution FY 2022-23	\$200,000	5.5	(\$36,364)	(\$36,364)	(\$36,364)	(\$36,364)	(\$36,364)	(\$18,182)
Sinking Fund Contribution FY 2023-24	\$0	4.5	\$0	\$0	\$0	\$0	\$0	\$0
Sinking Fund Contribution FY 2024-25	\$0	3.5	\$0	\$0	\$0	\$0	\$0	\$0
Annual debt payment reduced by Sinking Fund:			\$744,661	\$742,462	\$741,049	\$741,186	\$827,104	\$738,027

* Last payment on Citizens Utilities Private Placement Loan (PPL) (3.1% interest).
Only one payment FY 2028-29

YEARS LEFT ON CITIZENS PPL FYE 2023	5.5	5.5	4.5	3.5	2.5	1.5	0.5
YEARS LEFT ON CAP ONE BOND FYE 2023	11	11	10	9	8	7	6

	\$441,160.78	\$439,568.95	\$437,774.18	\$437,551.45	\$524,121.55	\$524,565.16	Cap One
Annual Principal and Interest Payments	\$216,076.42	\$216,076.42	\$216,076.42	\$216,076.42	\$216,076.42	\$108,038.21	Citizens PPL
	\$59,501.25	\$58,893.75	\$59,275.00	\$59,633.75	\$58,981.25	\$59,317.50	GO 2019
	\$64,286.24	\$64,287.01	\$64,286.67	\$64,287.83	\$64,288.05	\$64,287.92	GO 2014
Unreduced annual debt payments to tfer:	\$781,024.69	\$778,826.13	\$777,412.27	\$777,549.45	\$863,467.27	\$756,208.79	

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-C

FROM: Eric Schanz, General Manager

Meeting Date: April 6, 2023

SUBJECT: MUNI-LINK BILLING SYSTEM UPDATE

RECOMMENDED ACTION:

(Discussion item only.)

FISCAL IMPACT:

\$11,000 implementation fee (paid); \$1,195 monthly cost (begins April, 2023)

DISCUSSION:

At past meetings, the District approved moving forward with the Muni-Link billing system. Staff has added line items to our budget for the costs to implement the billing system, as well as the monthly software fees.

Since our last meeting we have smoothed out most of the data issues we were seeing with the demonstration Muni-Link billing system. The next step in the process is training. Staff will begin 12.5 hours of Muni-Link training on Tuesday, April 4. Each training session is 2.5 hours, so staff anticipates being very immersed in (read "busy") learning this new billing system during the month of April. Our new GoLive date is May 16.

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-D

FROM: Eric Schanz, General Manager

Meeting Date: April 6, 2023

Subject: Addition of AirMedCare Network (AMCN) Benefit for District Employees.

RECOMMENDED ACTION:

Staff is recommending that the District add the AirMedCare Network (AMCN) benefit for District employees.

FISCAL IMPACT:

The cost of service per employee is \$75.00 annually.
The annual cost to the District would be \$825.00.

DISCUSSION:

Adding Emergent AirMedCare Network coverage would provide an important health benefit to our employees and their households for a very low cost. The benefit would cover emergent air transport by REACH, CALSTAR or any other AMCN providers. There is no out-of-pocket expense, and it covers everyone in the household. AMCN is available in 38 states with 320 locations. Living and working remotely as we do the likelihood of air transport is a very real possibility.

Additionally, the Fly-U-Home membership (non-emergent) can be purchased separately by an employee as an option for \$140.00 annually. The Fly-U-Home option will fly you to the local hospital of your choice when you become hospitalized more than 150 miles from home.

PROTECT YOUR FAMILY AND YOUR FINANCES

Dear Employee,

AirMedCare Network (AMCN) would like to offer you the opportunity to join our Air Ambulance Membership Program at a very affordable rate. REACH and CALSTAR are the local air ambulance providers in your areas.

Accidents and critical illnesses can happen anywhere, anytime and they are never planned. AMCN has more than 320 bases in 38 states and is the largest air ambulance membership program in the US. Being a member of our network offers you peace of mind for just dimes a day.

Sweetwater Springs has negotiated a **DISCOUNTED** rate on your behalf and for just \$140 /year you can have access to both our Emergent and Fly-U-Home programs.

AMCN/REACH MEMBERSHIP RATES

OPTION 1: PAID BY EMPLOYER (\$75)

AMCN MEMBERSHIP (EMERGENT):

Covers all costs for emergency air transport should you be flown by REACH, CALSTAR or any other AMCN provider. This includes scene transports along with hospital -to-hospital transports. You pay zero out-of-pocket and it covers everyone living in your household.

OPTION 2: \$140- FLY-U-HOME MEMBERSHIP (NON-EMERGENT)

Fly-U-Home provides access to a fleet of medically equipped private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home. And as with AMCN membership, you'll have no out-of-pocket expenses in relation to your flight. Fly-U-Home also covers the transport of Mortal Remains.

JOIN TODAY!

Join today by filling out the application and returning it to David no later than April 20th. If you elect to have the Fly-U-Home membership, the amount will be taken out of your paycheck.

Please call me with any questions.

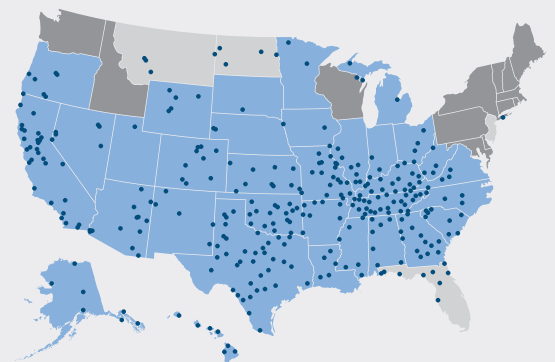
Nicole Vice
Membership Manager
nicole.vice@gmr.net
707.239.2505



ENROLL TODAY!

✉ For less than 6 cents a day,
you can cover your entire
household!

**AMERICA'S LARGEST
AIR MEDICAL
MEMBERSHIP NETWORK**



320+
LOCATIONS

38
STATES

Membership terms & conditions apply. Multi-year memberships not available in AK & CA. 10-year membership not available in IN.

MEMBERSHIP APPLICATION - Sweetwater Springs Water District

1. MEMBER INFORMATION (please print)					
Primary Member First Name			Primary Member Last Name		
Home Phone Number () ()		Cell Phone Number () ()		Date of Birth / /	
E-mail Address			Current Member Household ID#		
Mailing Address		City	State	Zip	County
Home Address (if different than above)		City	State	Zip	County

I AGREE TO THE TERMS AND CONDITIONS V.01.2021 (shown within this document) FOR ALL MEMBERSHIP PRODUCTS I AM PURCHASING.

Initials	Date
----------	------

ATTENTION CALIFORNIA RESIDENTS:
Signature required on back of this form for membership activation.
SEE IMPORTANT NOTICES ON THE REVERSE SIDE PRIOR TO PURCHASE

2. ADDITIONAL HOUSEHOLD MEMBERS (for additional members, write in empty space on this application)		
Secondary Member First Name	Secondary Member Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /

FOR QUESTIONS
Nicole Vice
Membership Sales Manager
707-239-2505
Nicole.Vice@gmr.net



3. MEMBERSHIP OPTION	
AMCN EMERGENT COVERAGE	1 YEAR
Senior (60+)/Discounted Rate	<input checked="" type="checkbox"/> PAID FOR BY SWEETWATER SPRINGS <input type="checkbox"/> \$75

* Multi-year memberships not available in AK & CA. 10-year membership not available in IN. Terms & conditions apply.

4. EMPLOYER PAID (signature required)	
<p style="text-align: center;">X _____ Signature required</p>	<p>_____ Date</p>

FOR OFFICE USE ONLY		
GET CODE	TRACK CODE	PLAN CODE
9220	12953	19630

MEMBERSHIP APPLICATION - Sweetwater Springs Water District

1. MEMBER INFORMATION (please print)				
Primary Member First Name		Primary Member Last Name		
Home Phone Number () ()	Cell Phone Number () ()		Date of Birth / /	
E-mail Address		Current Member Household ID#		
Mailing Address	City	State	Zip	County
Home Address (if different than above)	City	State	Zip	County

I AGREE TO THE TERMS AND CONDITIONS V.01.2021 (Shown within this document) FOR ALL MEMBERSHIP PRODUCTS I AM PURCHASING.	
Initials	Date

ATTENTION CALIFORNIA RESIDENTS: Signature required on back of this form for membership activation.	
SEE IMPORTANT NOTICES ON THE REVERSE SIDE PRIOR TO PURCHASE	

2. ADDITIONAL HOUSEHOLD MEMBERS (for additional members, write in empty space on this application)		
Secondary Member First Name	Secondary Member Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /

FOR QUESTIONS OR TO ENROLL BY PHONE:

Nicole Vice
Membership Sales Manager
707-239-2505
Nicole.Vice@gmr.net



3. MEMBERSHIP OPTION	
FLY-U-HOME NON-EMERGENT COVERAGE	1 YEAR
Discounted Rate	<input type="checkbox"/> \$140

* Multi-year memberships not available in AK & CA. 10-year membership not available in IN. Terms & conditions apply.

4. PAYROLL DEDUCT AUTHORIZATION	
<input checked="" type="checkbox"/> Payroll Deduct	<input type="checkbox"/> Membership Opt-Out
I authorize Sweetwater Springs Water District to deduct the above selected amount from my paycheck for my AirMedCare Network Membership.	
If my employment ends prior to the full membership amount being deducted from my paycheck(s), I understand that the remaining balance will be deducted from my final paycheck.	
X Signature required	/ / Date

FOR OFFICE USE ONLY		
GET CODE 9220	TRACK CODE 12953	PLAN CODE 19630
FUH PLAN CODE 19631	COUPON CODE —	

ATTENTION CALIFORNIA RESIDENTS

A WORD FROM THE CALIFORNIA DEPARTMENT OF MANAGED HEALTH CARE

****BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

WARNING: This Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

YOU MUST SIGN OR INITIAL THIS STATEMENT:

COMPLAINTS: For complaints regarding this Ambulance Plan, or if you have questions regarding the Plan, first attempt to call REACH/CALSTAR/Cal-Ore at 1.800.793.0010. If REACH/CALSTAR/Cal-Ore fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1.888.466.2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online.

OPERATING UNDER CONDITIONAL EXEMPTION: This Ambulance Plan is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 ct seq.).

FLY-U-HOME U.S. DOMESTIC MEMBERSHIP TERMS AND CONDITIONS

1. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that **medical escort is required**, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside- to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions. Decisions regarding urgency of transport, the best timing and the most suitable means of transport will be made by AirMed after consultation with the local attending physician and the member's receiving physician. AirMed will make all arrangements for each air medical transport. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own. AirMedCare Network Fly-U-Home membership does not cover emergent patient transports.

Travel companions and baggage will be accommodated at no additional cost on AirMed transports, subject to safety and space constraints, but companions will be responsible for their own airfare on scheduled commercial aircraft.

2. **Transport of Mortal Remains.** If a member dies within the Contiguous 48 States while traveling more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.

3. **Member Eligibility.** A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.

4. **Qualifications, Limitations and Exclusions.** Membership is subject to the following qualifications, limitations and exclusions:

(a) **Ineligible and Excluded Transports.** For the first 30 days of membership, a member will not be eligible for a transport due to illness or injury if the member was hospitalized for that same or a related condition within 30 days prior to the membership effective date. A member being evaluated for an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant.

(b) **Maximum Number of Transports.** Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.

(c) **Locations Inaccessible by Fixed Wing Aircraft.** Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.

(d) **High Risk / Safety Medical Restrictions.** In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.

(e) **Non-Refundable, Non-Transferable.** Memberships are non-refundable and non-transferable.

5. Any and all matters arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Alabama without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, AirMed and you agree that this contract does not incorporate any such common law duties or state laws.

6. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be Birmingham, Alabama. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact AirMed and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

7. These terms and conditions supersede all previous terms and conditions between a member and AirMed, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President of AirMed, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

* AirMedCare Network® is a registered service mark of Air Medical Group Holdings LLC. All AMCN Fly-U-HomeSM membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings LLC.

v.01_2021

IMPORTANT INFORMATION

If our network provider in your area is not requested for your transport or if it is not available for any reason such as being committed on another patient flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out of network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.



Plan Code: 19630

**AirMedCare Network Group Full Membership
For Sweetwater Springs Water District**

Organization: Sweetwater Springs Water District
Physical Address: 17081 CA-116
 Guerneville, CA 95446
Mailing Address:
Contact: Eric Schanz
Phone: 707-869-4000
Email: eschanz@sweetwatersprings.com
County: Sonoma

Membership Sales Manager/Base: Nicole Vice / REACH

Participants:

1. The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	<u>Rates</u>	<u>Total</u>
1	Year Membership Participant(s) \$ 75.00	\$ -
Total		\$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**.



Initial _____



**** Attention California Residents A Word from the California Department of Managed Health Care**

(A) BEFORE YOU PURCHASE: If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) WARNING: This Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

Initial or Sign Here: _____

(C) COMPLAINTS: For complaints regarding this Ambulance Plan, or if you have questions regarding the Plan, first attempt to call REACH/CALSTAR/Cal-Ore at 1.800.793.0010. If REACH/CALSTAR/Cal-Ore fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online.

(D) OPERATING UNDER CONDITIONAL EXEMPTION: This Ambulance Plan is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 ct seq.).

Agreed to by:

Signature

Signature

Printed Name

Matt Muse

Printed Name

Title

Executive Director of Membership

Title

Organization Name

Membership

Division

Date

Date



Initial _____

Exhibit A

Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services

provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“**Rules**”), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE**



CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-E

FROM: Eric Schanz, General Manager

Meeting Date: April 6, 2023

Subject: Board subcommittee reports

RECOMMENDED ACTION:

Receive updates from active Board subcommittees.

FISCAL IMPACT:

Varies.

DISCUSSION:

This item is a standing placeholder for any Board subcommittee updates that have not been addressed in a separate item.

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. VI

FROM: Eric Schanz, General Manager

Meeting Date: April 6, 2023

Subject: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: Receive report from the General Manager.

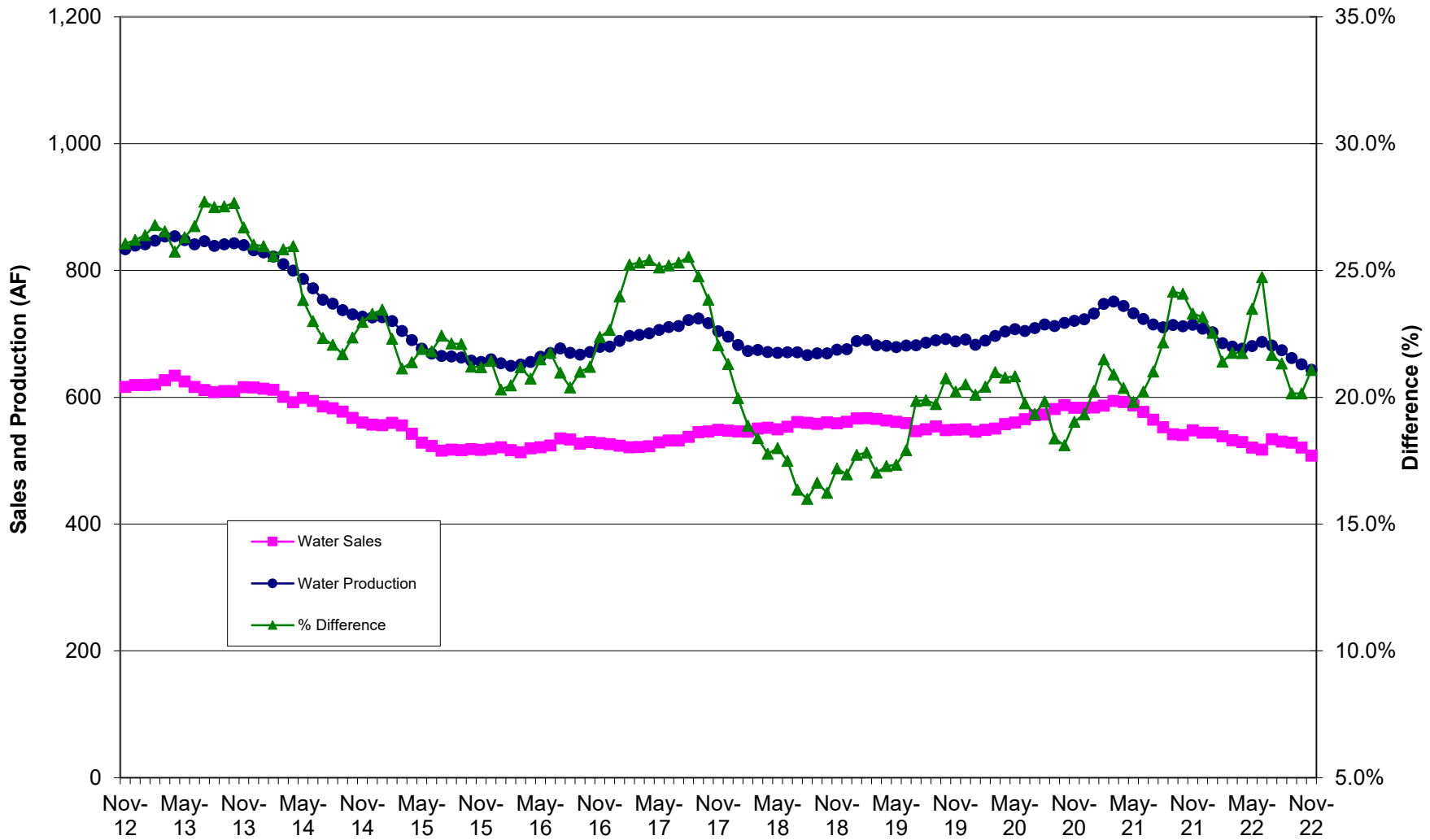
FISCAL IMPACT: None

DISCUSSION:

- 1. Laboratory Testing/ Regulatory Compliance:** Water quality tests confirm that all SSWD water meets all known State and Federal water quality standards.
- 2. Water Production and Sales:** Water sales in February were 13,129 Units (Guerneville cycle) and in March were 11,980 units (Monte Rio cycle). Water use in February continues to trend down overall and is concerning as revenues have decreased. March water sales this year are more stable with previous years. February is the lowest recorded water sales this year and is 5,588 units lower than February 2022 last year. Total combined Monte Rio and Guerneville water production for January were 36.50 AF.
- 3. Leaks:** There were a total of 2 watermain repairs in February requiring 25 work hours total, and 1 service leak requiring 6 work hours total. The total number of leaks continues to trend down slightly. (Figure2).
- 4. In-House Construction Projects:** None
- 5. Training:** Staff completed CPR/First Aid training in March. Training was provided by "Emergency Care Training & Supply". Certifications are good for two years.
- 6. Grants:** The final disbursement of CDBG grant funding for CIP 2020-21 project was received in the amount of \$105,225.97.
- 7. Dutch Bill Creek Bridge:** During the last flooding event a large cluster of trees damaged one of the bridge supports causing the county to close one lane of traffic on the bridge. The District was notified of the incident and investigated damage to the eight inch water main that is attached to the bridge. No damage was seen, and the water line appears to not be affected by the damage. (See Attached picture below).

8. 2022-23 Gantt Chart: Updated and attached for further discussion and review. (Figure 4)

**Figure 1. Water Production and Sales 12 Month Moving Averages
Sweetwater Springs Water District Since November 2012**



**Figure 2. Sweetwater Springs Water District Main and Service Pipeline Breaks
Moving Annual Average Since January 2012**

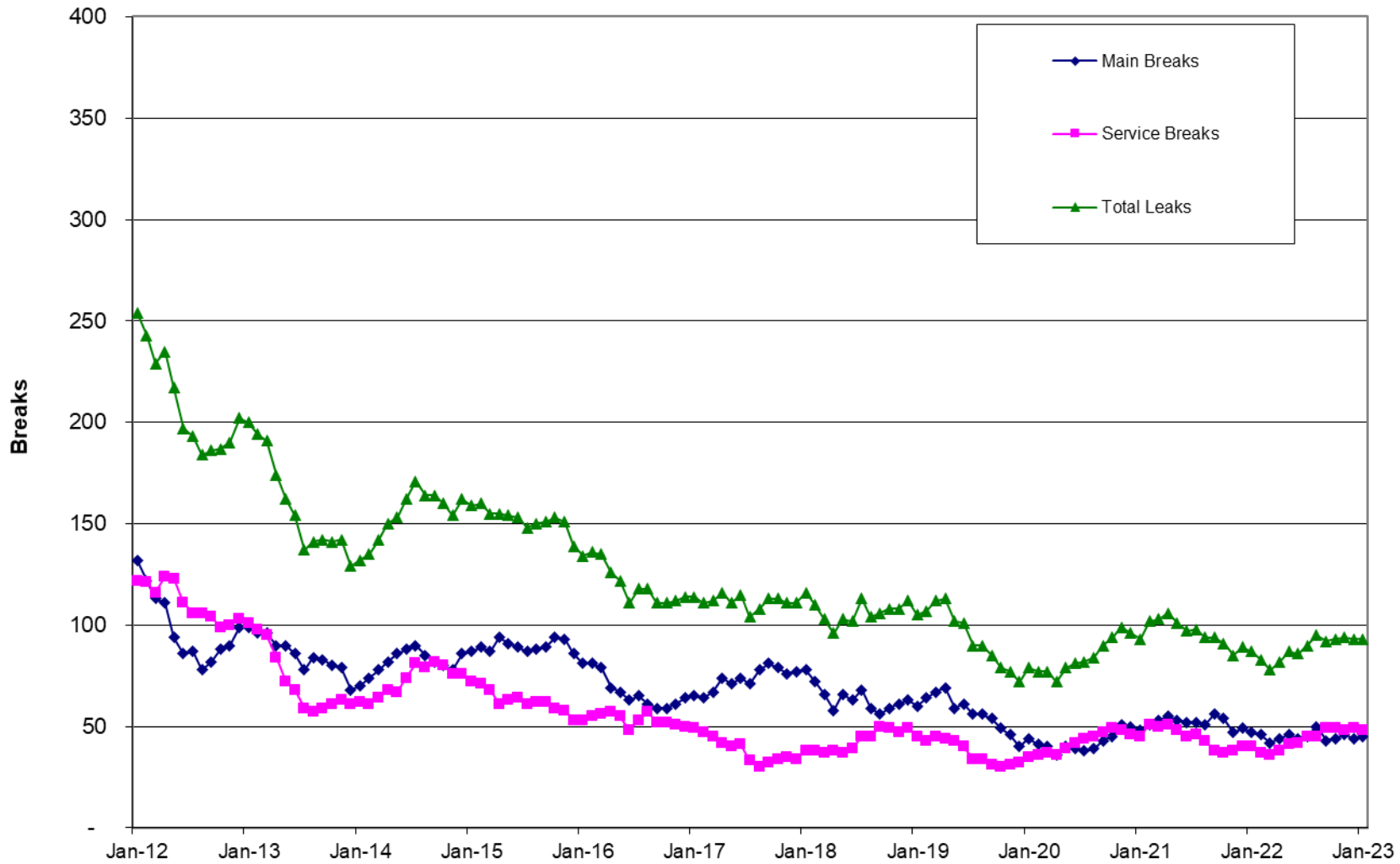
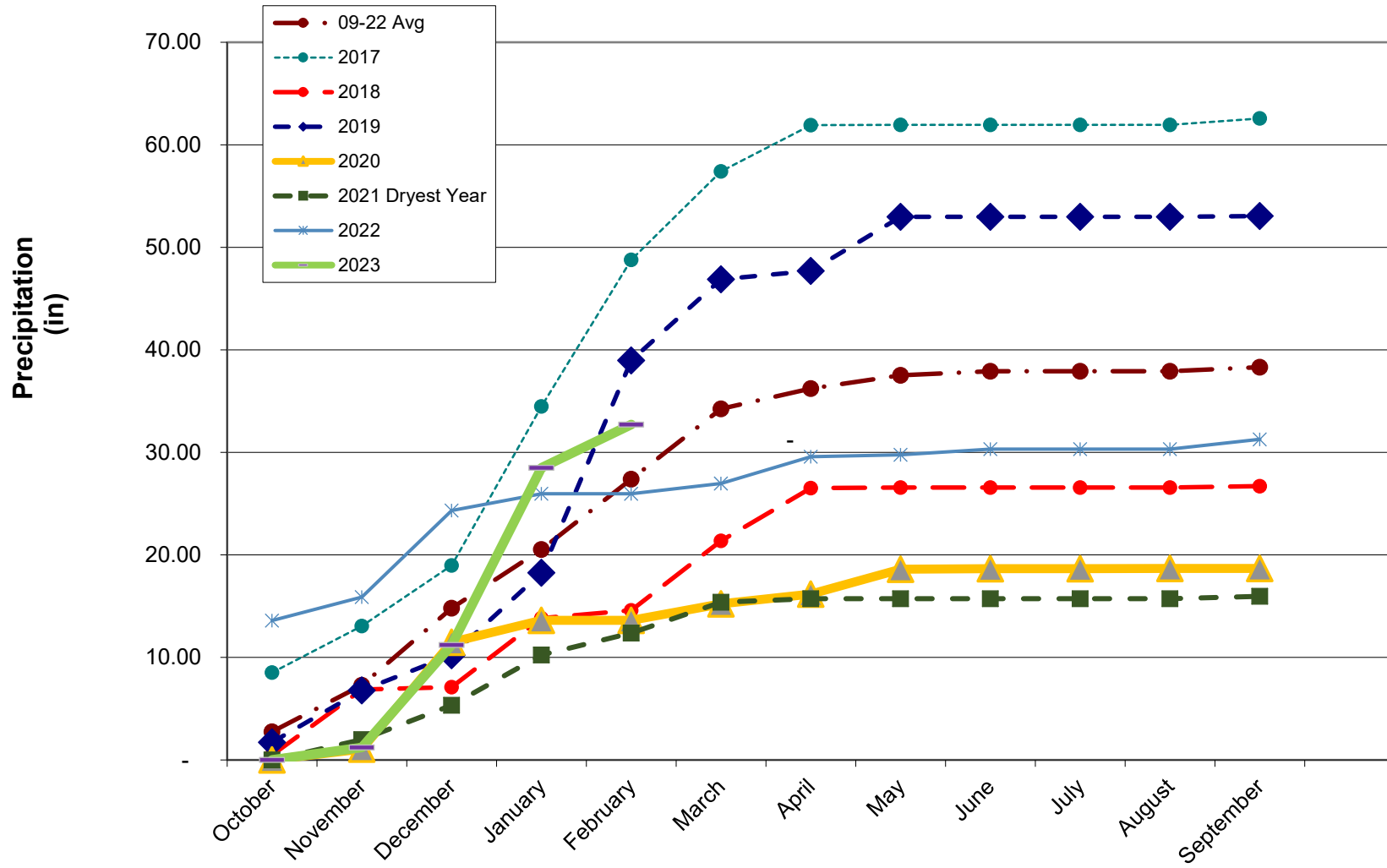
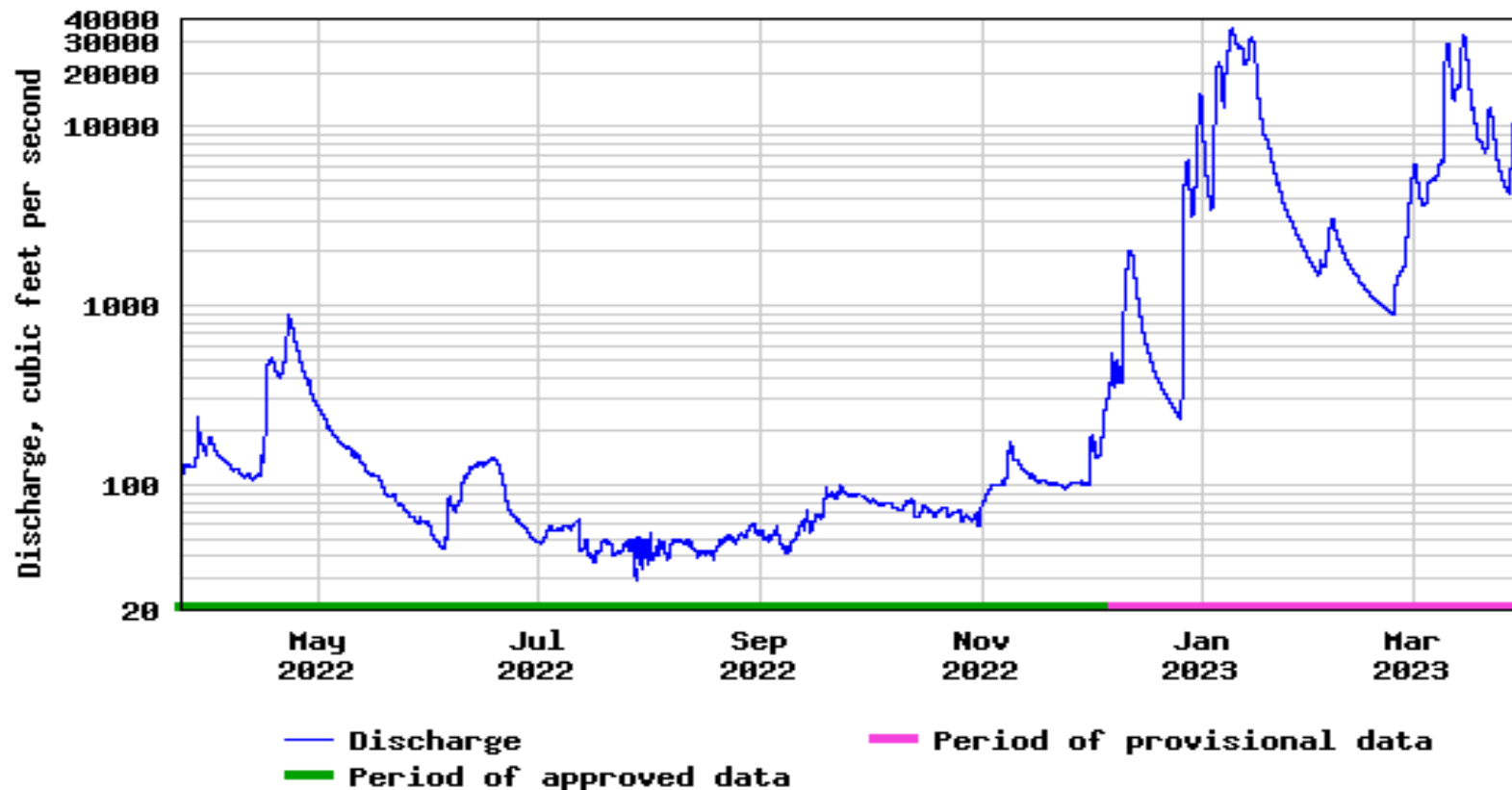


Figure 3. Guerneville Cumulative Monthly Rainfall





USGS 11467000 RUSSIAN R A HACIENDA BRIDGE NR GUERNEVILLE CA



NUMBER OF WATER UNITS SOLD FY 22 - 23

	FY01-02	FY02-03	FY03-04	FY04-05	FY05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
JULY	34,371	26,447	26,355	33,578	22,195	27,469	27,147	28,091	21,035	17,808	20,061	22,850	25,890	22,074	16,377	19,044	19,608	20,255	19,273	22,297	21,558	20,306
AUGUS	39,803	37,750	42,080	41,615	37,799	41,863	37,202	37,907	34,878	32,328	28,486	33,190	29,163	32,208	26,070	26,811	29,485	28,325	27,419	28,582	26,302	22,555
SEPTE	33,723	34,532	36,056	35,309	29,823	35,984	31,721	32,753	30,320	29,673	26,091	29,829	26,157	24,091	21,678	22,893	24,037	25,805	24,886	27,175	22,746	21,271
OCTOB	40,672	34,063	37,008	38,553	38,707	37,900	36,493	34,938	32,282	32,334	32,091	33,727	31,628	27,724	24,606	29,333	29,495	32,827	27,310	30,099	24,731	31,859
NOVEM	28,272	28,729	26,973	27,839	26,680	24,076	24,444	25,746	23,111	24,160	21,350	22,218	20,729	19,489	20,101	19,462	21,884	21,351	22,640	23,173	17,984	16,472
DECEM	25,380	27,758	27,283	25,508	23,925	25,550	21,556	24,762	21,116	20,802	20,299	22,818	23,452	21,256	20,873	18,070	21,297	20,468	22,288	25,982	21,110	20,372
JANUA	16,091	19,287	16,799	15,416	16,127	15,862	13,309	14,631	14,764	13,734	14,645	16,242	16,316	11,914	12,727	13,676	14,146	15,335	12,925	15,529	15,062	11,588
FEBRU	21,697	23,010	20,689	19,695	22,716	20,963	18,647	21,199	19,233	18,386	16,641	18,372	20,967	17,770	17,189	16,504	17,693	16,950	17,284	15,506	18,727	13,139
MARCH	17,207	15,092	17,374	14,985	15,456	16,693	14,556	14,417	14,414	12,387	12,569	13,884	13,772	12,351	13,058	12,315	11,657	12,653	12,827	12,846	11,236	11,980
APRIL	17,728	19,527	21,406	21,089	18,825	21,047	19,227	18,414	17,611	17,129	17,936	17,914	17,053	16,636	17,748	16,809	16,279	18,547	16,886	17,038	17,024	
MAY	19,118	16,237	19,793	16,372	13,921	15,402	15,721	15,861	14,273	14,134	14,880	15,075	14,514	16,120	14,217	13,083	13,011	13,319	14,602	15,866	13,375	
JUNE	29,799	27,074	28,882	22,512	24,108	25,457	29,211	26,259	19,143	20,871	23,765	26,850	22,092	20,436	19,020	19,198	21,220	20,612	21,453	24,720	21,975	
Total	323,861	309,506	320,698	312,471	290,282	308,266	289,234	294,978	262,180	253,746	248,814	272,969	261,733	242,069	223,664	227,198	239,812	246,447	239,793	258,813	231,830	169,542



Damage Dutch Bill Creek Bridge Monte Rio, CA