



BOARD OF DIRECTORS MEETING

AGENDA

February 14, 2025 SPECIAL Meeting

District Offices

17081 Highway 116, Ste. B

Guerneville, CA 95446

3 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. 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.

III. ADMINISTRATIVE

- A. Discussion/Action re Approval of Resolution 25-02, Approving an Employment Agreement with Ryan Atkinson for the Field Manager Position, and Authorizing the General Manager to Execute Said Agreement on the District's Behalf.

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

5087364.1

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. III-A

FROM: Eric Schanz, General Manager

Meeting Date: February 14, 2025

SUBJECT: CONSIDER RESOLUTION 25-02 APPROVING EMPLOYMENT AGREEMENT WITH RYAN ATKINSON FOR THE FIELD MANAGER POSITION OF SWEETWATER SPRINGS WATER DISTRICT

RECOMMENDED ACTION:

Approve Resolution 25-02, Approving the Employment Agreement with Ryan Atkinson for the Field Manager Position, to be effective as of February 14, 2025, and Authorizing the General Manager to Execute Said Agreement on the District's Behalf.

FISCAL IMPACT:

This position is hourly, subject to overtime.
Starting Hourly Wage: \$50.42 hr.
Base Salary is \$104,874 per year plus overtime and On Call Pay.

DISCUSSION:

Sweetwater Springs Water District (SSWD) has a current open position for the position of Field Manager. The Field Manager reports directly to the General Manager, and is responsible for planning, organizing and directing field personnel in the maintenance, repair, operation, construction and/or reconstruction of water treatment, production, and distribution facilities, and oversees the day-to-day operations of field personnel. The Field Manager's further functions, duties and responsibilities are provided under the SSWD Policy and Procedure Manual. On January 22, 2025, we interviewed two applicants. Following full evaluation and consideration, we have made a job offer to Mr. Atkinson.

The term of the Employment Contract commences February 14, 2025, and shall continue until terminated by either party or incapacity of the employee, whichever occurs first. The annual salary in the proposed Employment Contract is \$104,874, and in accordance with the attached Salary Schedule. The Field Manager is also eligible for an annual cost of living increase identical to that for the District's represented employees as

negotiated with Stationary Engineers Union Local 39. Legal counsel has prepared the attached contract which has been approved by Mr. Atkinson.

Resolution No. 25-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING AN EMPLOYMENT AGREEMENT WITH RYAN ATKINSON, AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE SAID AGREEMENT ON THE DISTRICT'S BEHALF

WHEREAS, the Sweetwater Springs Water District ("District") desires to retain Ryan Atkinson to serve as Field Manager of the District; and

WHEREAS, Ryan Atkinson desires to be employed as the Field Manager of the District; and

WHEREAS, the parties have memorialized the terms and conditions of employment in a formal Employment Agreement, as more particularly described in Exhibit "A", attached; and

WHEREAS, the Board of Directors finds that the terms and conditions of the said Employment Agreement are fair and reasonable and are in the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sweetwater Springs Water District, Sonoma County, California, that:

(1) The Employment Agreement of Ryan Atkinson to serve as Field Manager dated February 14, 2025, and attached as Exhibit A is hereby approved and ratified and is effective as of that date.

(2) The General Manager is hereby authorized and directed to execute the Employment Agreement dated February 14, 2025, on behalf of the District.

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 February 14, 2025, by the following vote.

Director	Aye	No
Rich Holmer	_____	_____
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Gaylord Schaap	_____	_____
Nance Jones	_____	_____

Rich Holmer
President of the Board of Directors

Attest: Julie Kenny
Clerk of the Board of Directors

Exhibit “A”

Employment Agreement, Management of Ryan Atkinson

(One of Two Originals)

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the SWEETWATER SPRINGS WATER DISTRICT (“District”) and Ryan Atkinson (“Employee”) and shall be deemed effective as of February 14, 2025 (“Effective Date”).

1. **EMPLOYMENT.** District agrees to employ Employee to render services in the following position:

Field Manager

Employee understands and agrees that this position of employment shall be as it is generally defined under the Sweetwater Springs Water District Policy and Procedure Manual, hereinafter, “P&P,” as it may be modified from time to time by the District’s Board of Directors (“Board”), subject to the specific modifications herein. If any inconsistencies between the P&P and Agreement exist, the terms of this Agreement shall control. Employee accepts such employment on the terms and conditions set forth herein.

2. **TERM OF EMPLOYMENT.** The term of Employee’s employment shall commence at 12:01 a.m. of the Effective Date and shall continue until the earlier of any of the following events: (1) upon termination by either party in accordance with the provisions set forth in Paragraph 4, or (2) upon the event of the death or incapacity including permanent disability of Employee.

3. **POSITION AND DUTIES.**

A. Employee shall serve as Employer’s full-time Field Manager, and shall perform the functions, duties and responsibilities as set forth in the job description attached as Attachment A to this Agreement, and District P&P, and shall include any additional duties and responsibilities as may be assigned by the District’s General Manager (“General Manager”) from time to time. Said duties and responsibilities are hereby incorporated into this Agreement.

B. Employee shall perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Board and the General Manager.

C. Employee agrees to devote their productive time, ability and attention to the District's business during the term of this Agreement. Employee shall not hold secondary employment that conflicts with their duties at the District, or with the District generally. Any secondary employment shall be approved by the General Manager. The District and Employee recognize that Employee is expected to devote necessary time outside normal office hours to business of the District.

D. Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms as required by law.

E. Employee shall report directly to the General Manager.

4. **RESIGNATION AND TERMINATION.**

A. Employee may resign at any time with or without cause. Employee agrees to give District at least two weeks (14 days) advance written notice of the effective date of their resignation unless parties mutually agree otherwise.

B. Termination of employment by the District shall include one or more of the following reasons:

(1) Employee misconduct or cause;

(a) Misconduct. For purposes of this Agreement, "misconduct" means Employee's dishonesty, fraud, self-dealing or willful misconduct, committed in the performance of Employee's duties and responsibilities under this Agreement; or Employee's violation of any law which can be punished as a felony committed at any time; or conduct which brings discredit to the District. The determination of whether Employee was terminated due to misconduct is in the General Manager's discretion.

(b) Cause. For purposes of this Agreement in determining whether any severance pay is due, pursuant to subsection "C", below, cause shall be defined as a breach of a condition of this Agreement, including without limitation, the failure to perform any of the duties and responsibilities in accordance with this

Agreement. The determination of whether Employee was terminated “for cause” is in the General Manager’s discretion.

- Manager; or
- (2) Unsatisfactory job performance, as determined by the General
 - (3) Layoff due to downsizing, subject to rehire if the position or a similar position becomes open within two years of layoff.

C. Severance. No severance pay shall be provided if the Employee is terminated under the provisions of Section 4.B(1). If the General Manager terminates Employee’s employment for any reason stated in Section 4.B(2) or (3) of this Agreement, the District will provide the following severance pay, subject to and conditioned upon execution of a full release of claims and liabilities by Employee, as further described in Subsection “D”, below:

- (1) Two (2) weeks of pay for each full year of service. The maximum number of weeks for which an employee shall receive severance payment is twenty (20) weeks. Such severance compensation shall be subject to usual state and federal withholding. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment except as required by law.
- (2) An employee who is terminated shall not accrue or be eligible for any benefits following the effective date of termination, except as may be required under COBRA and/or PERS.
- (3) If Employee terminates this Agreement, Employee shall not be eligible for, nor receive any severance payment.

D. To the fullest extent allowed by law, if Employee is eligible for severance pay as provided in Subsection “C” above, payment of any amount of severance by District shall be conditioned upon Employee waiving any and all current or future claims, grievances or causes of action against District, its employees, agents, officers, and representatives, including the Board, arising out of their employment with District, or the termination thereof. Employee agrees to execute and deliver to Employer a release prepared by Employer, which shall include a Civil Code Section 1542 waiver, releasing Employer of all claims that

Employee may have against Employer, except as limited by law. If Employee does not agree to waive such claims, grievances or causes of action, the Employee shall not be entitled to, and District shall not provide, severance pay.

5. SALARY. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation in the form of salary and benefits unless and until this Agreement is amended or terminated as hereinafter provided:

A. District agrees to pay Employee according to a Salary Schedule for this position approved by the Board of Directors, attached as Attachment B, July 2020 through June 2025, less all applicable federal, state and local withholding. After July 2020, Employee's salary shall be subject to cost of living increases identical to that for the District's represented employees as negotiated with Stationary Engineers Union Local 39, unless otherwise agreed to between the parties. Nothing by way of this Agreement is intended to incorporate the Memorandum of Understanding between Sweetwater Springs Water District and the International Union of Stationary Engineers, Local 39 (MOU), dated July 1, 2020, or as subsequently amended.

B. Employee shall have their performance reviewed on such frequency as determined by the General Manager, but in no case less frequently than provided in Section 2090.51 (annually) of the P&P.

C. For purposes of compensation, this position is hourly, subject to overtime as computed for employees in accordance with Section 12 of the MOU, dated July 1, 2020, or as subsequently amended.

D. On request of Employee and approval by the General Manager, Employee may earn compensatory time in lieu of being paid for overtime worked. Such compensatory time shall accrue at the rate at which it is earned (i.e., one- and one-half times each regular overtime (OT) hour or two times each double OT hour), or fraction thereof, of overtime worked. Requests to use compensatory time shall be the same manner as vacation use. Employee may only accrue up to forty (40) hours of compensatory time in any calendar year. Compensatory time accrued but not used shall be paid off on or before December 31 of each year.

6. SUPPLEMENTAL BENEFITS.

A. Employee is eligible for the benefits included in Section 16 and Leaves of Absences in Section 17 of the MOU, dated July 1, 2020, with the following exceptions:

(1). Share the Savings Program. Employee is eligible for the Share the Savings Program as follows:

If an employee selects not to participate in the District Sponsored Health insurance benefit, the District will provide the employee's deferred compensation account, on a monthly basis, with an amount equal to one hundred percent (100%) of the employee only benefit amount, of the least expensive health insurance provider. To be eligible to participate in the Share the Savings Program, Employee must demonstrate that he has acquired health insurance from another provider. Such proof shall be provided on an annual basis by submitting a copy of the health insurance policy or currently valid health insurance card. Notice of intent to cease participation in the program shall be according to PERS procedures.

(2). Vacation Cashout. Upon approval of the General Manager, Employee can be paid in lieu of taking vacation. Such approval shall be only once per calendar year, must be in an increment of at least eight hours, and shall be a maximum of eighty (80) hours.

(3) Sick Leave Cashout. After accrual of at least twenty-four (24) days is reached and upon the request of the employee, Employee may cash out sick leave no more than once each calendar year at 50% of the current rate of pay. Employee's sick leave balance shall be reduced by the full number of days requested. After cashout, there must be at least twelve (12) days left in the Employee's sick leave balance. Upon separation from employment with the District any accrued but unused sick leave, shall be added to CalPERS retirement benefit so long as employee is vested with CalPERS.

(4). Administrative Leave. The District shall provide Employee with five (5) days administrative leave each year. Said administrative leave shall be credited on January 1st of each year and must be used by December 31st of that year. Unused administrative leave shall not be carried over to the next year. Administrative leave days accrued but unused at the time of Employee's termination shall be forfeited and shall not be paid upon termination.

B. Employee shall be eligible for the field-related benefits consistent with those provided in the MOU, i.e., Section 13, On Call - On Call Shift/Differential, Section 22. J, Uniforms, and K, Boot Allowance.

C. Employee shall be eligible for provisions of Section 14, Call Out Pay, of the MOU.

7. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The General Manager may fix any other terms and condition of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement, Board Policies, or governing law. Except to the extent otherwise addressed in, or inconsistent with, this Agreement, Employee's employment with the District shall be subject to the District's P&P.

8. **RESOLUTION OF DISPUTES.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof or arising out of or relating to Employee's employment or termination thereof, including but not limited to claims of employment discrimination based on federal and state law, which cannot be resolved through direct discussions between Employee and General Manager shall be addressed in accordance with the applicable provisions of P&P Policy No. 2080.

9. **NOTICES.** Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO DISTRICT: Sweetwater Springs Water District
P.O. Box 48
Guerneville, CA 95446-0048

TO EMPLOYEE: Ryan Atkinson
P.O. Box 48
Guerneville, CA 95446-0048

Either of the above addresses may be changed as necessary without formal action or approval of the Board.

10. **ENTIRE AGREEMENT.** This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein this Agreement cannot be modified except by written mutual agreement signed by the parties.

11. **ASSIGNMENT.** This Agreement is not assignable by either District or Employee. Nothing in this Agreement shall be construed to create and parties do not intend to create any rights in third parties.

12. **SEVERABILITY.** In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the

parts found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of California. This Agreement shall be construed under the laws of the State of California in effect at the time of signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Sonoma County.

13. CONSTRUCTION. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulations, or law. This Agreement has been negotiated between the General Manager, on behalf of District, and Jack Bushgen as Employee. District and Employee acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. District and Employee acknowledge that they have each had an opportunity to consult with their own legal counsel in the negotiation and preparation of this Agreement.

14. COUNTERPARTS. This Agreement shall be executed simultaneously in two counterparts and each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

15. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.

16. NEGOTIATED AGREEMENT. The provisions of this document were arrived at through the negotiation of the parties to this Agreement. Employee acknowledges that they have entered into this Agreement voluntarily, and that they have reviewed it carefully, that they have been given the opportunity to review it with their own private legal counsel if they so desire, and that they are signing this Agreement with full knowledge of its contents.

17. INDEMNIFICATION. District shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of employment of employee, in conformance with State Law (Government Code Sections 995, *et seq.*)

18. RENEGOTIATION. Employee may make a written request to the General Manager to initiate discussions to renegotiate this Agreement.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed and executed on its behalf by its Board President. It has also been executed by the Employee.

“Employee”

Ryan Atkinson

Date

“District”

Eric Schanz
General Manager

Date

APPROVED AS TO FORM
on Behalf of District

Erica Gonzalez
District General Counsel

Date

Attachment “A”

Sweetwater Springs Water District

Field Manager

Definition:

The position reports directly to the General Manager. The Field Manager plans, organizes and directs field personnel in the maintenance, repair, operation, construction and/ or reconstruction of water treatment, production, and distribution facilities. Oversees day-to-day operations of field personnel. Requires weekend, evening, holiday and on-call work assignments.

Distinguishing Characteristics:

This employee has significant supervisory experience in the maintenance and operation of water systems and is fully licensed by the State. This person must be an independent decision maker and is a highly motivated self-starter.

Duties and Responsibilities:

- Meet with General Manager to establish work priorities
- Evaluate leaks, meter actions, construction projects, and other work in the field, determine the best course of action, and assigns work activity
- Review pending work activities and prioritize and assign personnel to perform work
- Respond to emergencies and implement emergency procedures for floods, fires and other natural disasters in the water system
- Work directly with State, Local and Federal agencies for regulatory compliance.
- Develop budgetary program to implement replacement of existing water system infrastructure
- Prepare and maintain records, work orders, logs, diaries, reports, receipts and other documents
- Develop safety standards, and hold periodic safety meetings with staff
- Develop estimates for major repairs to the water systems
- Manage staff effectively and support their technical, academic and professional development
- Establish and administer an on-call schedule for round-the-clock monitoring of the water system
- Evaluate field personnel and make recommendations to employees regarding employee performance and develop employee improvement plans
- Establish and administer a Water Sampling plan for submission to the State Department of Health Services
- Establish an inventory control for required parts and equipment
- Take appropriate disciplinary actions as dictated by District Policies and approved M.O.U.

- Work weekdays, weekends, holidays, and evenings on a scheduled, on-call and as-needed basis
- Perform other tasks as assigned

Knowledge and Abilities:

Knowledge of:

- Standard principles of domestic water biology, chemistry and mathematics
- Safe work practices
- Water system construction methods and standards
- Use and purpose of general construction tools and equipment
- Operating principles of plant equipment, such as wells, valves, pumps and motors
- Safety precautions necessary for working in trenches and traffic control
- Principles and practices of effective supervision
- Sampling methods and techniques
- Advanced water system principles and practices of water treatment and distribution in a community
- Development and administration of Field Budget
- Industry wide "Best Practice" work methods
- SCADA systems and their practical implementation
- Personal Computer proficiency, including working knowledge of Word, Excel, and Internet programs
- Excellent verbal and written communication skills

Ability to:

- Operate and maintain water distribution and treatment equipment in compliance with all applicable codes and regulations
- Direct the operation of the water system to ensure safe, reliable, cost-effective water to customers
- Provide analysis and make recommendations to the General Manager regarding proposed Capital Improvement Projects.
- Read and interpret maps, circuit prints, gauges and other recording devices reflecting plant operations and maintain records and logs
- Develop long-term work plan to effectively maximize District resources
- Diagnose operating problems and take effective courses of action
- Keep and maintain records, logs and diaries and prepare reports
- Effectively train, motivate, and supervise staff
- Develop and prepare annual "Consumer Confidence Report"
- Knowledge of labor relations, and "Skelly" process and procedures
- Perform advanced arithmetic calculations
- Work cooperatively and maintain harmonious relationships with field staff, office staff, and the public
- Communicate clearly and concisely, both orally and in writing
- Safely operate vehicles and construction equipment
- Obtain and maintain State treatment and distribution certifications
- Plan and organize work and oversee project completion
- Schedule construction activities and provide reports of such activities
- Develop and administer employee performance evaluations

Required Qualifications:

Experience:

Three years progressive supervisory level experience. Extensive water system maintenance, repair and/or operator's experience, with at least one year equivalent to a Crew Supervisor or higher, and a Grade II Treatment and a Grade II Distribution Certificate issued by the State of California. Grade III Treatment and Distribution certification along with specific course work in water treatment and water distribution is highly desirable.

Education:

High school graduate, GED or equivalent; additional technical courses/training sufficient to obtain the knowledge and skills necessary to perform the position and maintain certification as required for the state classification level of the water system and treatment plants. Depending on experience additional professional development training for supervisory/management skills may be required.

Special Licenses/Certification/Skills:

Valid California Class "C" driver's license, Water Treatment and Water Distribution certification issued by the State of California, Department of Health Services at level required for the job classification, presently Grade II Distribution and Grade II Treatment.

Attachment "B"

Field Manager	A	B	C	D	E
FY 2019-20	41.42	43.49	45.67	47.95	50.35
FY 2020-21	42.66	44.79	47.04	49.39	51.86
FY 2021-22	43.94	46.14	48.45	50.87	53.42
FY 2022-23	45.26	47.52	49.90	52.40	55.02
FY 2023-24	46.62	48.95	51.40	53.97	56.67
FY 2024-25	48.02	50.42	52.94	55.59	58.37
Revised July 1,2024					
FY 2024-25	50.42	52.94	55.59	58.37	61.29