

www.sweetwatersprings.com

BOARD OF DIRECTORS MEETING AGENDA

October 5, 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 Minutes of the September 7, 2023 Regular 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 guestions of a speaker for purposes of clarification.

V. ADMINISTRATIVE

- A. Discussion/Action re County projects on Moscow Road, Monte Rio Bridge, and Dutch Bill Creek Bridge. (Est. time 10 min.)
- B. Discussion/Action re Approving Resolution 23-14 Contract with WRA Environmental Consultants for Wright Drive Water Main, Natoma Tank, and Edgehill Booster Replacement project (Est. time 10 min.)
- C. Discussion/Action re Approving Resolution 23-15 Authorizing and Revoking Signers to the West America Gank Accounts (Est. time 10 min.)
- D. Discussion/Action re FY 2021-22 CalPERS Valuation Report and District Unfunded Liability report (*Est. time 10 min.*)
- E. Discussion/Action re Board Subcommittee Reports (standing item) (Est. time 5 min.)
 Subcommittees: Recruitment/Retention

VI. GENERAL MANAGER'S REPORT

- 1. Laboratory Testing/Regulatory Compliance
- 2. Water Production and Sales
- 3. Leaks
- 4. Guerneville Rainfall
- 5. In-House Construction Projects
- Grants
- 7. Willow Road Drainage Project
- 8. Lower Harrison Tank Project
- 9. Potter Valley Project
- 10. Muni-Link Billing System
- 11. Gantt Chart

VII. BOARD MEMBERS' ANNOUNCEMENTS

VIII. ITEMS FOR NEXT AGENDA

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



BOARD MEETING MINUTES*

Meeting Date: September 7, 2023

(*In order discussed)

September 7, 2023 6:30 p.m.

Board Members Present: Tim Lipinski

Sukey Robb-Wilder Gaylord Schaap Richard Holmer

Board Members Absent: (None)

Staff in Attendance: Eric Schanz, General Manager

Nicole King, Secretary to the Board (training)

Others in Attendance: Erica Gonzalez, Meyers Nave et al.

I. CALL TO ORDER (6:30 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 (6:32 p.m.)

(None.)

III. CONSENT CALENDAR (6:32 p.m.)

President Lipinski reviewed the items on the Consent Calendar. It was decided that further review was needed and would resume review after Administrative items.

IV. PUBLIC COMMENT (6:34 p.m.)

(None.)

V. ADMINISTRATIVE (6:35 p.m.) *

*in the order discussed

- V-A. (6:35 p.m.) Discussion/Action re Review of Applicant and Appoint to fill Mid-Term Board Vacancy. The GM provided an overview of this item. Discussion ensued. Director Robb-Wilder moved to appoint Nance Jones to serve the remainder of Director Spillane's term. Director Holmer seconded. Motion carried 4-0.
- V-B. (6:43 p.m.) Discussion/Action re Approving Resolution 23-13, Extending Contract of District Auditor. The GM provided an overview of this item. Discussion ensued. Director Robb-Wilder moved to approve Resolution 23-13, Extending Contract of District Auditor. Director Holmer seconded. Motion carried 4-0.
- V-C. (6:48 p.m.) Discussion/Action re Creation of Recruitment and Retention Ad Hoc Committee. The GM provided an overview of this item. Discussion ensued. Director Robb-Wilder moved to appointed Director Holmer and Director Schaap to serve on the Recruitment and Retention Ad Hoc Committee. Director Holmer seconded. Motion carried 4-0.
- V-D. (7:11 p.m.) Discussion/Action re Moscow Road project. The GM provided an overview of this item. Discussion ensued.
- V-E. (7:28 p.m.) Discussion/Action re Dutch Bill Creek bridge repair. The GM provided an overview of this item. Discussion ensued.

III. CONSENT CALENDAR (7:37 p.m.)

President Lipinski resumed review of the items on the Consent Calendar. Director Robb-Wilder moved to approve the Consent Calendar as amended. Director Holmer seconded. Motion carried 4-0.

- A. Approval of the following Minutes of the August 3, 2023 Regular Board Meeting
- B. Approval of Operations Warrants/Online payments/EFT
- C. Receipt of items of Correspondence. (None)

VI. GENERAL MANAGER'S REPORT (7:39 p.m.)

The GM provided a report on the following items:

- 1. Laboratory testing / Regulatory Compliance
- 2. Water production and sales
- Leaks
- 4. Guerneville Rainfall
- 5. In-House Construction Projects
- 6. Grants
- 7. Willow Road Drainage Project
- 8. Potter Valley Project Update
- 9. Gantt Chart

Discussion ensued.

VII. BOARD MEMBERS' ANNOUNCEMENTS/COMMENTS (8:09 p.m.)

(None.)

VIII. ITEMS FOR THE NEXT AGENDA (8:09 p.m.)

- 1. Update on Moscow Road slide repair, Dutch Bill Creek, and Monte Rio bridge
- 2. Update on billing system
- 3. Recruitment and Retention Ad Hoc Committee report

At 8:15 p.m. the Board took a brief recess. The Meeting reconvened at 8:27 p.m.

IX. CLOSED SESSION (8:27 p.m.)

At 8:27 p.m. President Lipinski announced the items in Closed Session. There was no public comment. At 8:27 p.m. the Board went into Closed Session. At 8:51 p.m. the meeting reconvened from Closed Session and the following action was announced:

A. CONFERENCE WITH LABOR NEGOTIATOR

Gov. Code Section 54957.6 SSWD Negotiator: Eric Schanz

Unrepresented positions: Field Manager and Administrative Manager

and

Agency Representative: Eric Schanz

Employee Organization: Stationary Engineers, Local 39

No reportable action

ADJOURN

The meeting adjourned at 8:52 p.m.	
	Respectfully submitted,
	Nicole King Clerk to the Board of Directors (training)
APPROVED:	
Gaylord Schaap: Sukey Robb-Wilder: Tim Lipinski: Rich Holmer	

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors AGENDA NO. V-A

FROM: Eric Schanz, General Manager

Meeting Date: October 5, 2023

Subject: Moscow Road Slides/Dutch Bill Creek Bridge/ Monte Rio Bridge

RECOMMENDED ACTION:

The is an opportunity for Staff and Board Directors to provide updates on the Moscow Road slide repairs, Dutch Bill Creek Bridge repair and the Monte Rio Bridge retrofit project that Sonoma County Public Infrastructure currently has underway.

FISCAL IMPACT:

None

DISCUSSION:

Due to multiple Sonoma County Public Infrastructure projects in the area this item has been placed on the agenda as a standing item to allow for updates and information to be shared that could affect the District and the Districts Customers.

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors AGENDA NO. V-B

FROM: Eric Schanz, General Manager

Meeting Date: October 5, 2023

Subject: Resolution 23-14 Approving WRA Contract to Perform Environmental Work for Compliance with the California Environmental Policy Act (CEPA) and the National Environmental Policy Act (NEPA) for the Wright Drive CIP Project.

RECOMMENDED ACTION: Approve Resolution 23-14 Contract with WRA Environmental Consultants for the Wright Drive Water Main, Natoma Tank and Edgehill Booster Station Replacement Project.

FISCAL IMPACT: \$31,970.00

DISCUSSION:

WRA Environmental Consulting will perform the following tasks: CEQA Categorical Exemption, HUD Environmental Review, Cultural Resources Report, and the Biological Resources Technical Report.

CDBG requires that the environmental portion of the project be completed prior to awarding grant funding for the Wright Drive project. This is a new requirement from CDBG and applies to all future grantees receiving project funding from them. Prior awards included the environmental portion as part of the grant funding. Currently there is \$160,450.00 for design work on hold with CDBG until the environmental work is performed.

The Work that WRA Environmental Consultants has proposed will meet the requirements for the environmental portion of the project required for CDBG funding. The District will contract directly with WRA Environmental Consultants to perform the environmental work for the Wright Drive project. The environmental work performed by WRA Environmental Consultants will meet the environmental compliance requirements for the project.

Resolution No. 23-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT AWARDING THE CONTRACT FOR ENVIRONMENTAL COMPLIANCE WORK FOR THE WRIGHT DRIVE WATER MAIN, NEOTOMA TANK AND EDGEHILL BOOSTER STATION REPLACEMENT CIP PROJECT TO WRA ENVIRONMENTAL CONSULTING AND APPROVING A PROJECT BUDGET OF \$31,970.00

WHEREAS, District staff have identified the Wright Drive project as part of the CIP program; and

WHEREAS, The project includes replacing the Wright Drive Water Main, Neotoma Tank and the Edgehill Booster Station; and

WHEREAS, the District has been awarded CDBG funding for the design portion for the project in the amount of \$160,450.00; and

WHEREAS, District staff is desiring to enter into a contract with WRA Environmental Consulting to perform environmental work required by CDBG before funding is released; and

WHEREAS, District staff has received a proposal from WRA Environmental Consultants in the amount of \$31,970.00; and

WHEREAS, WRA Environmental Consulting by entering into this agreement will perform the following task: CEQA Categorical Exemption, HUD Environmental Review, Cultural Resources Report, Biological Resources Technical Report; and

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

- 1. Authorizes and directs the General Manager to execute on the behalf the District contracts with WRA Environmental Consultants to perform the work described in exhibit "A" attached and approve change orders on the Project up to a total change amount not to exceed three thousand dollars (\$3,000.00); and
- 2. This resolution shall become effective immediately.

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 October 5, 2023, by the following vote.

Aye	No

	Tim Lipinski President of the Board of Directors
Attest: Julie A. Kenny Clerk of the Board of Directors	[END OF RESOLUTION]



Sweetwater Springs Water District Wright Drive Water Main, Natoma Tank, and Edgehill Booster Replacement

Scope of Work and Estimated Cost

Prepared for:

Eric Schanz, General Manager Sweetwater Springs Water District

September 20, 2023

WRA PROJECT NO. 330353

PURPOSE

The Sweetwater Springs Water District (District) is seeking assistance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for water infrastructure improvements in Guerneville, California. The project includes the replacement of old water mains with new, improved water mains sufficient to provide domestic and fire flows and reduce repairs. The project will replace approximately 6,400 feet of water main serving approximately 65 low-income households. The existing Natoma Tank is a 10,000-gallon redwood tank and will be replaced with a 30,000-gallon steel tank. The Edgehill Booster Station will also be replaced. U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program funding is being provided which requires project compliance with NEPA in addition to CEQA.

SCOPE OF WORK

The following tasks are proposed:

TASK 1: CEQA Categorical Exemption

Pursuant to CEQA, WRA, Inc. (WRA) anticipates that the project can qualify for a CEQA Categorical Exemption (e.g., CEQA Guideline Section 15301 – Existing Facilities, and 15302 – Replacement or Reconstruction) and that a CEQA Initial Study/Negative Declaration will not be required. WRA will prepare a CEQA Notice of Exemption (NOE) for the project which describes the construction and operational characteristics of the project and its CEQA exemption status. The NOE will include an Addendum that will provide the rationale for the application of the Categorical Exemption based on the project description and Article 19 of the CEQA Guidelines (Categorical Exemptions). The Addendum will also explain why the project does not meet any

applicable exceptions to Categorical Exemptions. The NOE will then be filed with the Sonoma County Clerk. Projects that are categorically exempt from CEQA are not subject to the California Department of Fish and Wildlife (CDFW) CEQA filing fee, and do not require a CDFW "no effect" determination (Cal Code Regs., tit. 14, §§ 15260 -15333; Fish & Game Code § 711.4, subd. (d)(1)). One round of review of the Categorical Exemption and Addendum by Coastland and the District is assumed.

TASK 2: HUD Environmental Review Categorical Exclusion Form

WRA will prepare a draft of HUD's Categorical Exclusion Form pursuant to 24 CFR Part 58.35(a). With Coastland's assistance, WRA will address project description and preliminary design information questions in the Categorical Exclusion Form. The Categorical Exclusion Form will confirm the project's compliance with 24 CFR §50.4 and §58.6 Laws and Authorities, including: airport hazards, coastal barrier resources, flood insurance, clean air, coastal management zone, contamination and toxic substances, endangered species, explosive and flammable hazards, farmlands protection, floodplain management, historic preservation, noise abatement and control, sole source aquifers, wetlands protection, wild and scenic rivers, and environmental justice. The Categorical Exclusion Form will be supported by the Cultural Resources Report and Biological Resources Technical Report described below in Tasks 3 and 4. No other technical reports are included in this scope of work. One round of review of the Categorical Exclusion Form and supporting information by Coastland and the District is assumed.

TASK 3: Cultural Resources Report

Serving as a subconsultant to WRA, Tom Origer & Associates staff will prepare a Cultural Resources Report to support the IS/MND. This task includes the following:

- Archival research at the Northwest Information Center, and the offices of Tom Origer & Associates.
- Contact with the Native American Heritage Commission and local Native American tribes and individuals. This notification does not constitute formal consultation.
- Field survey of the Area of Potential Effects. Preliminary documentation on DPR 523
 forms will be completed if cultural resources are found. Field methods could include a
 surface survey with the use of a hoe or trowel to clear the ground surface of vegetation
 or duff, excavation of shovel probe(s), or excavation with a hand auger.
- Preparation of a written report in compliance with Section 106 of the National Historic Preservation Act of findings that summarizes the preceding tasks and offers recommendations for the treatment of cultural resources.

TASK 4: Biological Resources Technical Report

Prior to conducting a site visit, WRA biologists will conduct a search of the California Natural Diversity Database (CNDDB), the California Native Plant Society (CNPS) rare plant database, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation list to determine which protected species and/or critical habitat potentially occur in the vicinity of the Project Area. Based on this search, and a review of other CDFW lists and publications, a list of potential species will be generated. In addition, available aerial photography, U.S. Geological Survey (USGS) maps, and other sources will be reviewed to determine the potential presence and location of sensitive habitats or other sensitive species that may occur in the Project Area.

A WRA biologist will then conduct a biological resources assessment of the Project Area to determine if the sites may support sensitive habitats and/or special-status wildlife and plant species. During the survey, vegetation communities (including sensitive and non-sensitive

communities) will be mapped and habitats that have the potential to support sensitive species will be evaluated. The presence of trees subject to any local tree ordinance will be noted. Potentially jurisdictional aquatic features will be mapped using a handheld GPS unit with submeter accuracy.

A technical report on biological resources will be prepared based on the results of the literature search and site visit. The report will provide information pertaining to the presence of potential state jurisdictional aquatic habitats, including streams, and riparian areas, as well as the known or potential use of the Project Area by any sensitive plant or wildlife species. Additionally, the report will include an assessment of Project-related impacts to protected habitats and species, applicable avoidance and minimization measures and best management practices (BMPs).

SCHEDULE

Work can begin upon execution of this Scope of Work.

STAFFING

Patricia Valcarcel will be the principal in charge of the project. Geoff Reilly will be the project manager. Other staff will be assigned to the project as necessary.

ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- Client can provide the project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- Any previous environmental reports for the project supplied to Client or the project owner will be provided to WRA.
- Any previous correspondence between Client or the project owner and government agencies that relates to WRA's proposed work will be provided to WRA.
- Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and data obtained may not be accurate or applicable in subsequent years.
- WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities, which are outside of WRA's control.

ESTIMATED COST

The cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. Costs may be reallocated between tasks that are based on time and materials, but the total cost shown below will not be exceeded without authorization. Fixed-fee tasks will be billed as shown.

TASK	соѕт
1. CEQA Categorical Exemption	\$ 6,140
2. HUD Environmental Review Categorical Exclusion Form	\$ 9,900
3. Cultural Resources Report	\$ 5,800
4. Biological Resources Technical Report	\$ 10,130

TOTAL: \$31,970

TERMS AND CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)

APPROVAL TO PROCEED

To authorize WRA's services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

For Client	
Signature	Date
Printed Name and Title	
Times name and ride	
Email Address	
Billing Information:	
Name and Email (if different from above)	
Name and Eman (if different from above)	
For WRA	
<u></u>	
Signature	Date
Printed Name and Title	

EXHIBIT A WRA. Inc. – STANDARD TERMS AND CONDITIONS

- 1. STANDARD OF CARE: The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.
- 2. <u>Scope of Work; Changes</u>: The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.
- 3. <u>ESTIMATED COST; PAYMENT</u>: The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January. Reimbursable expenses, including subcontractors and equipment are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days of the date on the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall notify WRA within 10 days of receipt of the invoice and promptly pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied to the final invoice under the Scope of Work, with payment for all other invoices due within 30 days.
- **4. CONFIDENTIALITY:** All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.
- **5.** <u>WORK PRODUCTS</u>: Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.
- **6.** <u>CLIENT DUTIES</u>: Client agrees to (a) provide complete requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.
- 7. <u>LEGAL COUNSEL</u>: WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.
- 8. <u>Nondiscrimination</u>: WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,

sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- **9.** <u>LIMITATION OF LIABILITY:</u> In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.
- 10. <u>INDEMNIFICATION</u>: Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement. If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.
- **11.** <u>TERMINATION</u>: Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after written notice of such breach, or (b) for any reason upon ten (10) days' advance notice to the other party. All work completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.
- **12.** Force Majeure: Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.
- **13.** <u>DISPUTE RESOLUTION; ATTORNEY'S FEES</u>: Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own share of costs for mediation. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- **14.** Governing Law: This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco) or, if such court lacks subject matter jurisdiction, (b) the Superior Courts of the State of California, County of Marin.
- **15.** <u>NOTICES</u>: Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.
- 16. OTHER PROVISIONS: This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors AGENDA NO. V-C

FROM: Eric Schanz, General Manager

Meeting Date: October 5, 2023

Subject: West America Account – Authorizing and Revoking Signers

RECOMMENDED ACTION:

Approve Resolution 23-15, Authorizing and Revoking Signers to the West America Bank Accounts.

FISCAL IMPACT:

None.

DISCUSSION:

This Resolution is necessary in order to add Director Nance Jones as an authorized signer on the West America account. In addition, there will also be an updated signature card prepared by West America for your signature at West America bank at a date to be determined.

Resolution No. 23-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT AUTHORIZING AND REVOKING SIGNERS TO THE WEST AMERICA BANK ACCOUNTS

RESOLVED THAT: The Sweetwater Springs Water District is authorized to open and maintain the accounts with West America Bank contemplated in the Bank's signature card and agreement;

FURTHER BE IT RESOLVED THAT: The persons or combination of persons listed as signers on the signature card are authorized to endorse, on behalf of this organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into account with or without such endorsement and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

FURTHER BE IT RESOLVED THAT: This organization hereby ratifies and confirms the acts of its officers, agents or employees in heretofore opening these accounts with this Bank together with any acts performed in relation thereto.

I certify that: I am the secretary of SWEETWATER SPRINGS WATER DISTRICT, a Special District;

The foregoing is a copy of the resolution adopted by the Board of Directors of said organization on the 5th day of October, 2023.

Eric Schanz is the General Manager of said organization;

The signature card(s) to be signed on or after OCTOBER 5, 2023, by ERIC SCHANZ, GENERAL MANAGER; TIM LIPINSKI, DIRECTOR; GAYLORD SCHAAP, DIRECTOR; RICHARD HOLMER, DIRECTOR; SUSAN (SUKEY) ROBB-WILDER, DIRECTOR, and NANCE JONES, DIRECTOR; is the signature card contemplated by the foregoing resolution;

All of the signatures appearing for authorized signers on the signature card referenced by said resolution are those of the persons authorized to withdraw funds in accordance with said resolution until such authority is revoked by giving written notice to the Bank signed by authorized officers of this organization; and, this resolution is still in force and are unmodified.

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 October 5, 2023, by the following vote.

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

Julie A. Kenny Clerk of the Board of Directors

Tim Lipinski President of the Board

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors AGENDA NO. V-D

FROM: Eric Schanz, General Manager

Meeting Date: October 5, 2023

Subject: Discussion/Action re CalPERS Valuation Report and District Unfunded Liability

RECOMMENDED ACTION:

None. Information only.

FISCAL IMPACT:

For FY 2023-24, the District's mandatory payment for CalPERS Unfunded Liability (UL) is \$0 (for the 2% at 55 Plan). However, the unfunded liability accrued in FY 2021-22 will have a fiscal impact beginning in FY 2024-25. The size and duration of the impact will depend on how the District chooses to pay off the liability.

DISCUSSION:

This staff report reviews the UL portion of the annual retirement valuation we receive in August from PERS. This year's report provides final UL figures for FY 2021-22 and preliminary figures for FY 2022-23. Discussion is limited to the District's 2%@55 plan.

Review: What is UL? Unfunded Liability (UL) represents the shortfall between the District's assets at PERS and the present value of estimated retirement costs for current and future District retirees. As a simple example, if PERS estimates it will cost \$3,000,000 (adjusted for present value) to fund the retirement of existing and future District retirees, but our assets with PERS are only \$2,500,000, the UL would be \$500,000:

Example: \$3,000,000 - \$2,500,000 = \$500,000

These figures can also be used to determine a retirement plan's "funded status". In the example above, the District would be considered 83.3% funded:

Example: \$2,500,000/\$3,000,000 = .833, or 83.3%

UL information in this year's annual valuation report, which covers FY 2021-22. We began the year with a UL surplus of \$615,525. We earned interest on that surplus in the sum of \$35,424.

In FY 2021-22 CalPERS investment returns were actually investment losses of -6.1%. CalPERS assumes it will achieve investment returns of 6.8% each year, so in FY 2021-22 it missed its investment assumptions by 12.9%.

The total increase to the District's liability as a result of this investment shortfall was \$1,027,062. Subtracting our surplus, we ended FY 2021-22 with an unfunded liability of \$376,112. During FY 2022-23, interest was charged on this liability (at a rate of 6.8%).

FY 2020-21 UL (surplus): \$ 615,525
Plus Interest earnings: 35,424
Minus FY 2021-22 Investment
Losses 1,027,062

FY 2021-22 UL \$ 376,113

It's a grim report this year for the District, "but you should see the other guys." Because we had a surplus going into FY 2021-22, **the District's funded status at FYE 2022 is 94.1%**, down from 110.3% at the end of FY 2020-21 but still at a respectable number. PERS as a whole, on the other hand, has a funded status of 72% as of FYE 2022. (See, PERS' Investment and Pension Funding Facts at a Glance for FY 2021-22 attached.)

UL information for FY 2022-23. Since the FY 2021-22 report was prepared, we now know that PERS achieved investment returns of **5.8%** in FY 2022-23, missing the assumed return of 6.8% by 1%. We don't know yet how much that will add to the District's liability, but staff is projecting that UL will rise by approximately \$100,000 as a result of this miss.

A Recent History of Sweetwater's Unfunded Liability - 2% @ 55 Plan

Minimum Required Minimum Required Minimum Required UIL at Start of FY Payment Extra Payment Payments Payments Payments Payments Changes Payments Changes Payments Payments Changes Payments Changes Payments Changes Payments	Source: PERS Annual Valuation Report							Larra Leve III						
FY 2014-15 \$500,704.00 \$22,170.00 \$0.00 \$22,170.00 \$0.00 \$14,566.00 \$14,566.00 \$15,270.00 \$155,419.00 2.4% \$0.00 \$670,689.00 \$19,980.00 \$0.00 \$19,980.00 \$0.00 \$29,587.00 \$700,276.00 \$201,792.00 0.6% \$63,905.00 \$965,973.01 7.5% to 7.375% 7.3		R	equired	Extra Payment				Principal Pymts +	on UL of Investment	Inv.	Assumption		Notes:	
FY 2015-16 \$670,689.00 \$19,980.00 \$0.00 \$19,980.00 \$0.00 \$19,980.00 \$0.00 \$29,587.00 \$70,276.00 \$201,792.00 0.6% \$63,905.00 \$965,973.01 \$75% \$07,275% \$73,504.00 \$72,575% \$73,504.00 \$73,5	FY 2013-14	\$575,549.00	\$16,715.00	\$0.00	\$16,715.00	\$0.00	\$25,835.00	\$601,384.00	-\$252,743.00	18.4%	\$152,063.00	\$500,704.18	3 Assumed age of death increased	
FY 2016-17 \$965,973.00 \$28,871.00 \$60,000.00 \$88,871.00 \$15,792.00 \$0.00 \$950,181.00 \$-\$129,223.00 11.2% \$73,504.00 \$894,462.11 Assumed investment return lowered from 7.25% processes and a second return of the second return from 7.25% processes and a second return from 7.25% process	FY 2014-15	\$500,704.00	\$22,170.00	\$0.00	\$22,170.00	\$0.00	\$14,566.00	\$515,270.00	\$155,419.00	2.4%	\$0.00	\$670,689.02	2	
FY 2017-18 \$965,973.00 \$28,871.00 \$60,000.00 \$88,871.00 \$15,792.00 \$0.00 \$950,181.00 \$-\$129,223.00 \$11.2% \$73,504.00 \$884,462.11 \$894,462.10 \$36,120.00 \$75,883.00 \$112,003.00 \$39,578.00 \$0.00 \$854,884.00 \$-\$20,698.00 8.6% \$159,193.00 \$993,379.00 \$993,379.00 \$993,379.00 \$125,451.00 \$47,745.00 \$0.00 \$945,634.00 \$40,679.00 6.7% \$0.00 \$986,313.07 \$5.3% FY 2019-20 \$986,313.00 \$550,31.00 \$500,000.00 \$555,031.00 \$500,000.00 \$555,031.00 \$500,000.00 \$534,695.00 \$0.00 \$99,932.00 \$481,922.00 \$132,706.00 4.7% \$0.00 \$614,627.00 \$33,694.00 \$500,000.00 \$533,694.00 \$514,695.00 \$0.00 \$99,932.00 \$-\$875,710.00 21.3% \$160,253.00 \$-\$615,524.79 \$125,000 set Actual \$142,829. Assumption charges: \$17,424. FY 2021-22 -\$615,525.00 \$1,385.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$29,771.06 \$405,884.00 \$100,000 set. 5.8% \$0.00 \$376,112.94 \$0.00 \$	FY 2015-16	\$670,689.00	\$19,980.00	\$0.00	\$19,980.00	\$0.00	\$29,587.00	\$700,276.00	\$201,792.00	0.6%	\$63,905.00	\$965,973.01		
FY 2017-18 \$894,462.00 \$36,120.00 \$75,883.00 \$112,003.00 \$39,578.00 \$0.00 \$854,884.00 -\$20,698.00 8.6% \$159,193.00 \$933,379.09 to 7%. \$123,994 Impact of PERS methodology change: \$35,229. FY 2018-19 \$993,379.00 \$46,731.00 \$78,720.00 \$125,451.00 \$47,745.00 \$0.00 \$945,634.00 \$40,679.00 6.7% \$0.00 \$986,313.07 \$5.3% FY 2019-20 \$986,313.00 \$55,031.00 \$500,000.00 \$555,031.00 \$500,000.00 \$555,031.00 \$500,000.00 \$555,031.00 \$500,000.00 \$514,695.00 \$0.00 \$99,932.00 \$132,706.00 4.7% \$0.00 \$8614,628.05 FX 2020-21 \$614,627.00 \$33,694.00 \$500,000.00 \$533,694.00 \$514,695.00 \$0.00 \$99,932.00 \$-\$875,710.00 21.3% \$160,253.00 \$-\$615,524.79 \$122,000 sst. Actual \$142,229. Assumption Changes \$17,424. FY 2021-22 -\$615,525.00 \$1,385.00 \$0	FY 2016-17	\$965,973.00	\$28,871.00	\$60,000.00	\$88,871.00	\$15,792.00	\$0.00	\$950,181.00	-\$129,223.00	11.2%	\$73,504.00	\$894,462.11	Assumed investment return lowered from	
FY 2019-20 \$986,313.00 \$55,031.00 \$500,000.00 \$555,031.00 \$504,391.00 \$0.00 \$481,922.00 \$132,706.00 4.7% \$0.00 \$614,628.05 FY 2020-21 \$614,627.00 \$33,694.00 \$500,000.00 \$533,694.00 \$514,695.00 \$0.00 \$99,932.00 \$-\$875,710.00 21.3% \$160,253.00 \$-\$615,524.79 \$125,000 est. Actual \$142,829. Assumption Change: \$17,424. FY 2021-22 -\$615,525.00 \$1,385.00 \$0.	FY 2017-18	\$894,462.00	\$36,120.00	\$75,883.00	\$112,003.00	\$39,578.00	\$0.00	\$854,884.00	-\$20,698.00	8.6%	\$159,193.00	\$993,379.09	to 7%. : \$123,964	
FY 2020-21 \$614,627.00 \$33,694.00 \$500,000.00 \$533,694.00 \$514,695.00 \$0.00 \$99,932.00 \$99,932.00 \$1,385.00 \$160,253.00 \$1615,524.79 \$18k Mitigation Plan triggered: Assumed Investment return lowered from 7% to 6.8%: \$125,000 est. Actual: \$142,829. Assumption Change: \$17,424. FY 2021-22 \$615,525.00 \$1,385.00 \$0	FY 2018-19	\$993,379.00	\$46,731.00	\$78,720.00	\$125,451.00	\$47,745.00	\$0.00	\$945,634.00	\$40,679.00	6.7%	\$0.00	\$986,313.07	7	5.3%
FY 2020-21 \$614,627.00 \$33,694.00 \$500,000.00 \$533,694.00 \$514,695.00 \$0.00 \$99,932.00 -\$875,710.00 21.3% \$160,253.00 -\$615,524.79 investment return lowered from 7% to 6.8%: \$12,000 est. \$1,385.00 \$0.00 \$1,385.00 \$0.	FY 2019-20	\$986,313.00	\$55,031.00	\$500,000.00	\$555,031.00	\$504,391.00	\$0.00	\$481,922.00	\$132,706.00	4.7%	\$0.00	\$614,628.05	5	
FY 2022-23 \$376,112.94 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$29,771.06 \$405,884.00 100,000 est. 5.8% \$0.00 \$16.2% FY 2023-24 \$0.00 \$0	FY 2020-21	\$614,627.00	\$33,694.00	\$500,000.00	\$533,694.00	\$514,695.00	\$0.00	\$99,932.00	-\$875,710.00	21.3%	\$160,253.00	-\$615,524.79	investment return lowered from 7% to 6.8%: \$125,000 est. Actual: \$142,829. Assumption	38.7%
FY 2023-24 \$0.00 \$0.00 \$0.00 \$0.00 #VALUE!	FY 2021-22	-\$615,525.00	\$1,385.00	\$0.00	\$1,385.00	\$0.00	-\$35,424.00	-\$650,949.00	\$1,027,062.00	-6.1%	\$0.00	\$376,112.94	1 No assumption chages.	-11.9%
	FY 2022-23	\$376,112.94	\$0.00	\$0.00	\$0.00	\$0.00	\$29,771.06	\$405,884.00	100,000 est.	5.8%	\$0.00			16.2%
TOTALS: \$69,988.00 \$279,284.00 \$608,918.00	FY 2023-24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#VALUE!						
	TOTALS:						\$69,988.00		\$279,284.00		\$608,918.00			

Joined 2% @ 55 in May 2011

Investments (PERF*)

Total Fund Market Value & Fund Returns by Fiscal Year (for FY end 6/30)

	(in billions)	*(%)
2022	\$439.4	(6.1%)
2021	\$477.3	21.3%
2020	\$392.5	4.7%
2019	\$372.6	6.7%
2018	\$354.0	8.6%
2017	\$326.5	11.2%
2016	\$298.7	0.6%
2015	\$302.7	2.4%
2014	\$300.3	18.4%
2013	\$257.9	13.2%

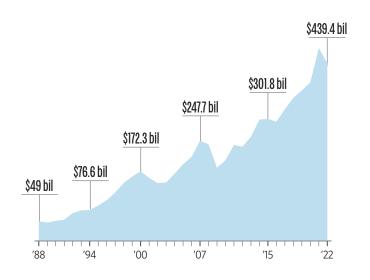
^{*} Public Employees' Retirement Fund (PERF)

Annualized Investment Returns* (for FY end 6/30)

FY to date										(6.1%)
3 years										6.0%
5 years										6.7%
10 years .										.7.7%
20 years .										6.9%
30 years .										7.7%

Time-weighted rates of return. Reflects private equity and real assets valuations as of 3/31

Total Fund Market Value 1988 – 2022 (for FY end 6/30)



Discount Rate Changes

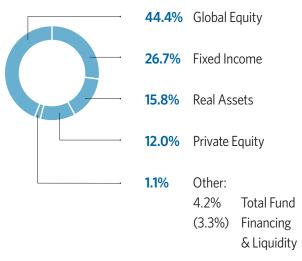
2022–23* (State/School) 7.0% 2023–24* (PA) 7.0%		6.8% 6.8%
2019–20* (State)		
2018-19* (State) 7.375% 2019-20* (School/PA) 7.375%		
2017-18* (State) 7.5%	—	7375%
2018–19* (School/PA) 7.5%		

FY required contribution

^{**} Money-weighted market value of assets. Reflects private equity and real assets valuations as of 6/30

^{***} Time-weighted rates of return. Reflects private equity and real assets valuations as of 3/31

Current Asset Allocation*



^{*} Totals may not sum due to rounding.

Asset Allocation*

	Current Allocation as of 6/30/22	Strategic Asset Allocation as of 7/01/22
Global Equity	44.4%	42.0%
Fixed Income	26.7%	30.0%
Real Assets	15.8%	15.0%
Private Equity	12.0%	13.0%
Total Fund	4.2%	_
Private Debt	_	5.0%
Financing & Liquidity	(3.3%)	_

Totals may not sum due to rounding.

California Investments



Fair	1/2	1116
ı an	v a	1117

\$53.7 billion
,
\$23 billion
\$6.9 billion
\$19.1 billion
\$3.7 billion
\$853.4 million

^{*} Includes listed public equities corporate bonds.

Sustainable Investing

CalPERS actively engages with the companies we own to **protect the long-term sustainability of our investment**.

From issues regarding environmental responsibility to safe labor practices, we keep an open dialog with company leaders and vote our proxies.

8,500+

Number of companies where CalPERS cast proxy votes in 2022 worldwide (calendar year)

^{**} Fixed income also includes a portion of MBS & ABS, which have significant geographical exposure to CA & MHLP.

^{***} As of 3/31/22

Funded Status* of Retirement Plans by Member Category, 5-Year Review

	State	School	PA	Total
2020-21	80.7%	78.3%	82.6%	81.2%
2019-20	70.6%	68.6%	71.1%	70.6%
2018-19	70.0%	68.5%	70.8%	70.2%
2017-18	69.5%	68.6%	70.4%	69.8%
2016-17	65.8%	68.7%	69.5%	68.0%

^{*} Based on a 6.8% discount rate (DR) FY 2020-21, 7% DR for FYs 2016-2020, and includes the TAP and 1959 Survivor Benefit Plan.

Pension Funding* 5-Year Review (in billions)

Actuarial	Value of Assets	Liabilities	Un	funded Actud	arial Liab	oility
2020-21	\$477.3 \$588.0				\$110	.6
2019-20	\$391.4 \$554.7			\$163.3	3	
2018-19	\$372.8 \$531.2			\$158.4		
2017-18	\$354.6 \$505.0			\$150.4		
2016-17	\$326.2 \$465.0		\$1	38.9		

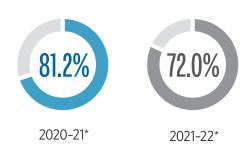
Based on a 6.8 discount rate (DR) FY 2020-21, 7% DR FYs 2018-20, 7% DR state and 7.25% DR for PAs and schools FY 2017-18, and a 7.25% DR for state and 7.375% DR for PAs and schools FY 2016-17.

Contributions, 5-Year Review (in thousands)

	Employer Contributions	Member Contributions	Net Investment Income (Loss)
2021-22	\$22,702,547	\$5,159,664	(\$36,182,422)
2020-21	\$20,034,757	\$4,757,000	\$88,059,909
2019-20	\$22,039,561	\$4,901,000	\$18,516,994
2018-19	\$15,612,678	\$4,664,618	\$22,969,664
2017-18	\$19,917,796*	\$4,415,129	\$27,448,098

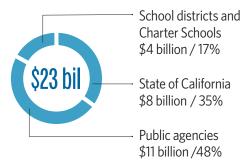
^{*} Amount includes an additional \$6 billion dollar contribution by the state.

Funded Status Total PERF



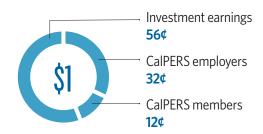
* The PERF is the Public Employees' Retirement Fund. This percentage includes the TAP and the 1959 survivor benefit plan. Percentage based on a 6.8% discount rate.

Total Employer Contributions



Shared Responsibility

Every dollar paid to CalPERS retirees comes from three sources*:



Income over the last 20 years.



CalPERS Reports Preliminary 5.8% Investment Return for 2022-23 Fiscal Year

July 19, 2023

Communications & Stakeholder Relations
Contact: John Myers, Chief of the Office of Public Affairs
(916) 795-3991 - newsroom@calpers.ca.gov

SACRAMENTO, **Calif.** – CalPERS reported a preliminary net return of 5.8% on its investments for the 12-month period ending June 30, 2023, the pension fund's leaders said Wednesday. Assets as of that date were valued at \$462.8 billion.

"Even with the economic challenges that still confront institutional investors, we have been able to maintain our focus on meeting the long-term retirement promises made to our members and their families," said CalPERS Chief Executive Officer Marcie Frost.

The preliminary 5.8% net investment return stands in contrast to the prior fiscal year, when global financial volatility led to the fund's first negative net return since the Great Recession.

When factoring in CalPERS' discount rate of 6.8% — comparable to an assumed annual rate of return – and the 2022-23 preliminary return of 5.8%, the estimated funded status now stands at 72%.

Public equity investments outpaced all other asset classes in the new investment report, with an estimated 14.1% return in FY 2022-23. These assets comprise about 45% of the Total Fund.

"The resiliency of the stock market—particularly since the start of the calendar year—has created a solid base for the investment team to implement innovative approaches in delivering added value for our members in the coming years," said CalPERS Chief Investment Officer Nicole Musicco.

Private debt, established as a unique asset class last year, outperformed the policy benchmark and reported a preliminary investment return of 6.5%.

The Total Fund's second largest component, fixed income assets, finished the fiscal year flat. And two asset classes – private equity and real estate – reported a negative return.

1 Year Return

Asset Class	Net Rate of Return (in percent)	Policy Benchmark (in percent)
PERF	5.8	5.5
Public Equity	14.1	14.1
Income	0.0	0.0
Private Equity*	-2.3	-5.9
Real Assets*	-3.1	-4.0
Private Debt*	6.5	3.7

^{*}Private market asset valuations lag one quarter and are as of March 31, 2023.

While a single year's investment returns are an important marker, long-term return rates provide a more comprehensive look at efforts to secure the future needs of public sector retirees. Total fund annualized returns for the five-year period ending June 30, 2023, stood at 6.1%, the 10-year period at 7.1%, the 20-year period at 7%, and the 30-year period at 7.5%.

The preliminary net return is an early snapshot of the CalPERS portfolio. The official Total Fund performance will undergo additional review over the next few months by outside experts, as well as by CalPERS investment and finance officials.

The ending value of the Public Employees' Retirement Fund (PERF) for FY 2022-23 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments made to retirees, and various investment fees.

The final fiscal year performance returns will be used to set contribution levels for the State of California and school districts in the 2024-25 fiscal year and for contracting counties, cities, and special districts in the 2025-26 fiscal year.

Media Advisory

A news media availability via Zoom to discuss fiscal year investment returns with the CalPERS CEO, CIO, and senior investment office staff will be held Wednesday, July 19 at 12:00 p.m. PDT. Credentialed media can send an email to newsroom@calpers.ca.gov for information on how to log in.

About CalPERS

For more than nine decades, CalPERS has built retirement and health security for state, school, and public agency members who invest their lifework in public service. Our pension fund serves more than 2 million members in the CalPERS retirement system and administers benefits for more than 1.5 million members and their families in our health program, making us the largest defined-benefit public pension in the U.S. For more information, visit www.calpers.ca.gov.

Updated: July 19, 2023

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors AGENDA NO. V-E

FROM: Eric Schanz, General Manager

Meeting Date: October 5, 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: October 5, 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 August were 24,231 units (Guerneville cycle). Water Sales for August are slightly higher than last year at this time but are lower overall compared to previous years. Total combined Monte Rio and Guerneville water production for August was 69.96 AF.
- **3. Leaks:** There were a total of 7 water main repairs in August requiring 62 work hours total, and 6 service line leaks requiring 45 work hours total. (Figure 2).
- **4. Guerneville Rainfall:** Cumulative rainfall for August was 53.96 inches compared to last year, the cumulative rainfall was only 29.90 inches in August (Figure 3). No rain was recorded for the month.
- **5. In-House Construction Projects:** There were no in-house construction projects for the months of August and September.

6. Grants:

DWR Grant: The first grant disbursement has been received from DWR in the amount of \$119,304.59. Regularly scheduled meetings with DWR staff have taken place to discuss the progress of our projects and to provide better communication.

FEMA Grant Moscow Road: The FEMA Grant is still in the review process.

- CDBG Grant Wright Road Design: Coastland Engineering requested quotes on behalf of the District to complete the required environmental work for the Wright Drive project. WRA Environmental Consulting was the only contractor to respond. The cost to complete the environmental work is \$31,970.00. By contracting directly with WRA Environmental Consultants the District does not incur additional charges from Coastland Engineering. CDBG requires that the environmental portion of the project be completed prior to the grant funding. Funding available for design: \$160,450.00.
- **7. Willow Road Drainage Project:** There are no new updates. Sonoma Public Infrastructure has not provided a start date for the project.
- **8. Lower Harrison Tank Replacement Project:** September 28, 2023, the Lower Harrison Tank project was sent out for bid with a bid opening date of October 26, 2023. The total cost for the project is projected to be \$706,196.00 with most of the cost covered by DWR grant funding in the amount of \$581,675.00.
- 9. Potter Valley Project Update: There are no new updates from the Russian River Water Forum Planning Group as we did not meet last month. The Planning Group meets on October 5th. I will provide an update at our District meeting. As previously reported a proposal was submitted by The Mendocino County Inland Water and Power Commission, the Round Valley Indian Tribes and the Sonoma County Water Agency to preserve Potter Valley diversions and to have fish passage by creating a regional entity that will have the legal and financial capacity to own, construct and operate a new water diversion facility near PG &E's Cape Horn Dam on the Eel River.
- 10. Muni Link Billing System Update: Staff has completed training and orientation with the Muni Link training team. For the past two billing cycles staff has worked with our customers on autopay to get them signed up on the new autopay system through our customer portal.
- 11. Gantt Chart: The Gantt Chart is updated for August 2023 (Figure 4).

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

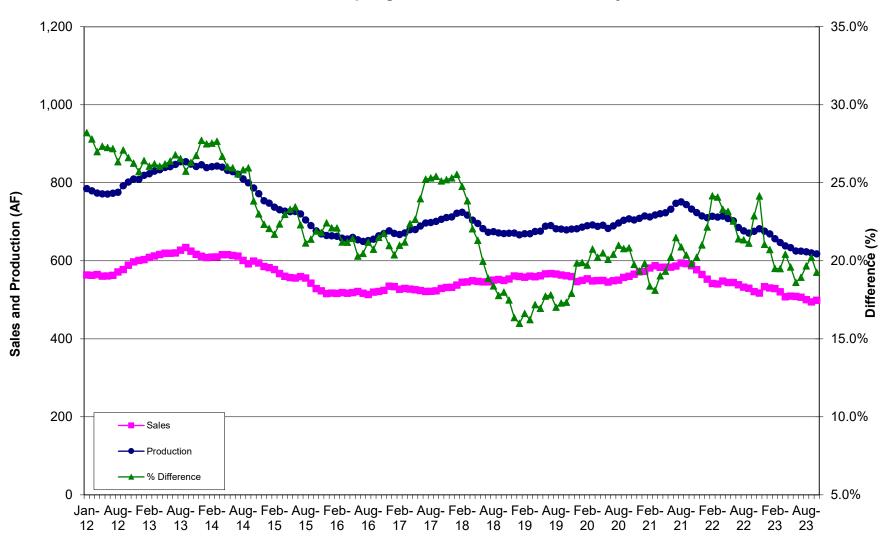


Figure 2. Sweetwater Springs Water District Main and Service Pipeline Breaks
Moving Annual Average Since August 2012

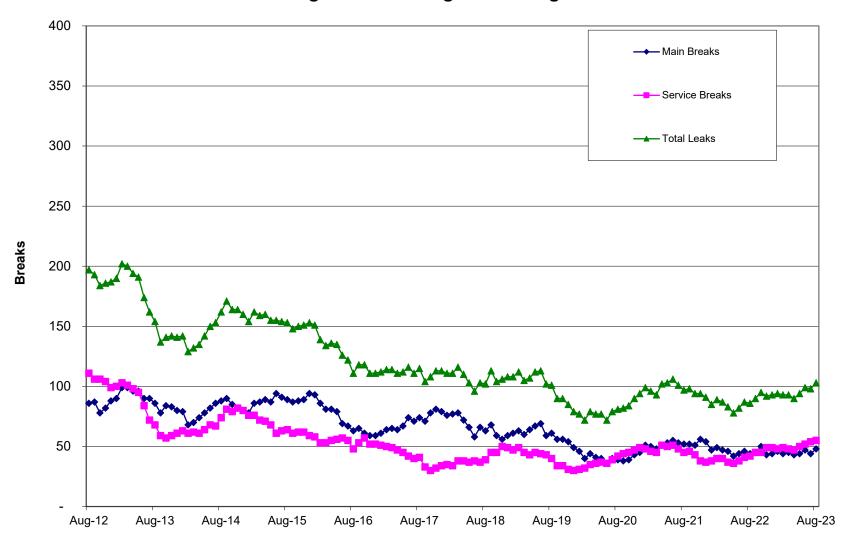


Figure 3. Guerneville Cumulative Monthly Rainfall

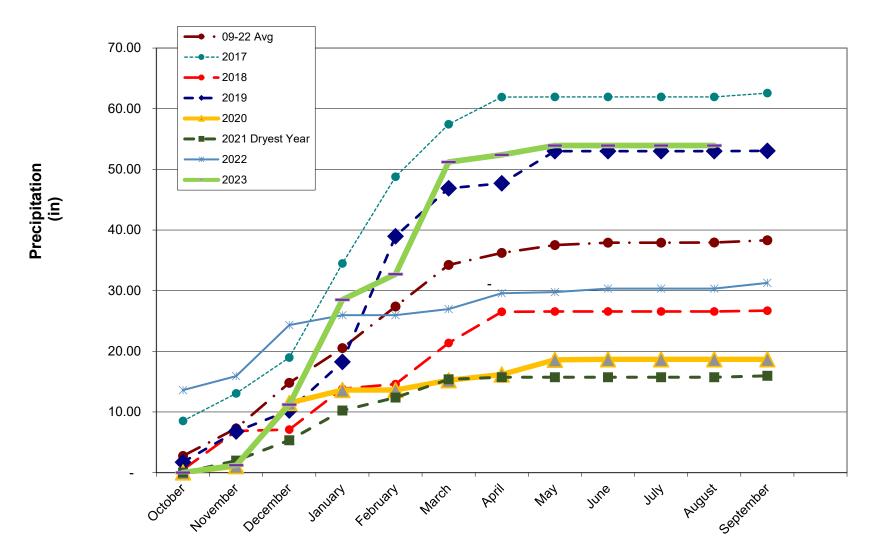
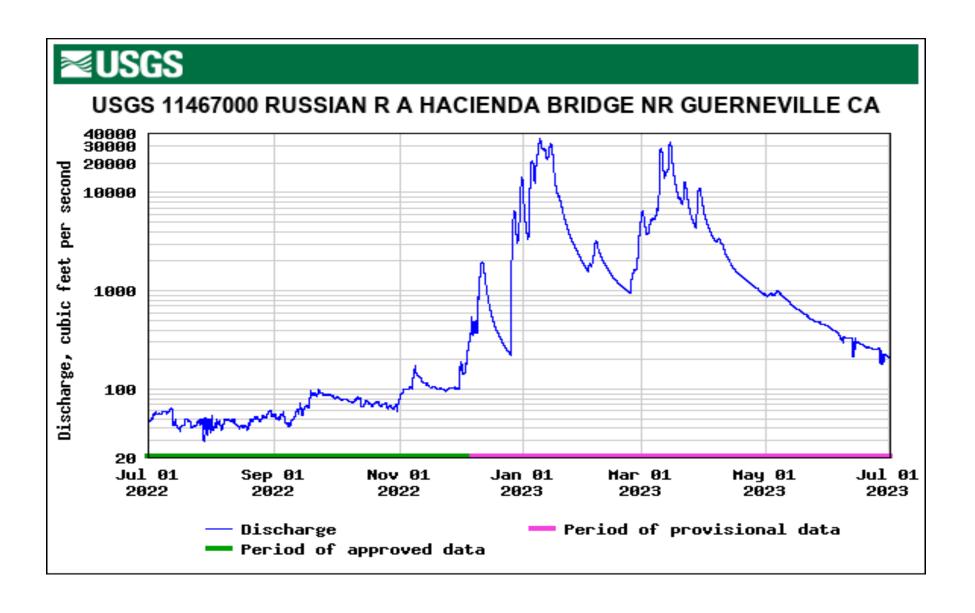


Figure 4. Sweetwater Springs WD Calendar C	Gantt Chart	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	FY25+
Ongoing Activity												,		
Board Action														
Other Milestone														
Current Month														
By Activity														
Action Item/Milestone	Projected													
	Completion/													
	Milestone													
	Date													
Budget Preparation														
· Capital Improvement Program														
Board Discussion														
· Staff Budget Preparation Begins														
· Ad Hoc Budget Committee														
Reviews Draft Budget														
· Draft Budget to Board for														
Discussion/Action														
· Approve Budget														
Capital Projects														
· Update/Review District CIP														
· 2022-23 CIP Design Wright Dive														
· 2023-24 CIP Construction	Bid Opening													
Lower Harrison Tank Replacement	Oct 26,2023													
Urban Water Management Plan	Staff Review													
Water Rights Annual Reporting	Staff													
Emergency Response Plan Review														
Policies and Procedures	Review TBD													
IIPP/ Training Developemment	Review TBD													
Board and District Manager Review														



	NUMBER OF WATER UNITS SOLD FY 23 - 24																						
	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	FY 23-2
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	17,833
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	
SEPTEN	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	
ОСТОВ	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	
DECEMI	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	16,685	
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	12,354	
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	19,426	
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	218,007	17,833

,