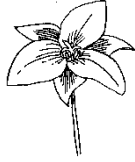


WESTHAVEN COMMUNITY SERVICES DISTRICT

P.O. Box 2015 (446 B 6th Ave. Westhaven) Trinidad CA 95570 (707) 677-0798 wcsd@suddenlinkmail.com



REGULAR MONTHLY BOARD MEETING AGENDA

The regular meeting of the Board of Directors of the Westhaven Community Services District will be held

Wednesday May 18th 2022 at 6:30 p.m. Due to the coronavirus pandemic, until further notice, this and upcoming WCSD Board meetings will be held virtually using ZOOM.

How to Submit Public Comment:

Members of the public may provide public comment before and during the meeting by sending email comments to the WCSD Manager at prosenblatt.wcsd@suddenlinkmail.com. Such email comments must identify the agenda item number in the subject line of the email. The comments will be read into the record, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Board President's discretion. If a comment is received after an agenda item is heard, but before the close of the meeting, the comment will be included as a part of the written record of the meeting but will not be read into the record during the meeting.

Topic: WCSD Regular Meeting for May 2022

Time: May 18, 2022 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://humboldtstate.zoom.us/j/85276745880>

Meeting ID: 852 7674 5880

Passcode: 473496

One tap mobile

+16699006833,,85276745880# US (San Jose)

1. CALL TO ORDER

2. PUBLIC COMMENT

Materials related to an item on this Agenda, including materials submitted to the Board after distribution of the Board Packets, are available for public inspection in the WCSD Office at 446 B Sixth Avenue.

Members of the public are invited to comment on any matter within the authority of the WCSD.

Comments may also be offered during the discussion of any item on the agenda.

Board discussion of matters not appearing on the published agenda is prohibited by law.

3. AMEND / APPROVE ORDER OF AGENDA ITEMS

4. RESOLUTION 2022.6 REGARDING AB361 REMOTE MEETING

4.1 Resolution 2022.6 Regarding AB 361 Remote Meeting Via Zoom

5. AMEND / APPROVE MINUTES

5.1 April 20th, 2022 - Regular meeting minutes. **Discussion/Approval**

5.2 May 4th, 2022 special meeting minutes. **Discussion/Approval**

6. FINANCIAL REPORTS, DISCUSSIONS AND APPROVALS

6.1 Directors' Report – monthly billing and collections — **Discussion**

6.2 Water consumption and Sales – **Discussion**

6.3 Income / Expense Report. **Discussion**

6.4 Finance Officer's Recommendations – **Discussion**

6.5 Treasurer's Report and Recommendations – **Discussion**

6.6 April's warrants – **Discussion/Approval**

- 7. MANAGER’S REPORT**
 - 7.1 Water loss. No known leaks this month. **Discussion**

- 8. UPDATE ON GRANT FUNDING AND RELATED ACTIVITES**
 - 8.1 DWR Small Community Drought Grant work proceeding. **Discussion/Approval**
 - 8.2 Update on activities related to well drilling. **Discussion/Approval**
 - 8.3 City of Trinidad Multi-benefit grant emergency intertie. **Discussion/Approval**

- 9. TECHNICAL ASSISTANCE GRANT FROM DEPT OF FINANCIAL ASSISTANCE**
 - 9.1 Update on progress of technical assistance grant for Water Plant from DFA. **Discussion**

- 10. NORTH COAST RESOURCE PARTNERSHIP TECHNICAL ASSISTANCE GRANT TWO CREEKS CAPP**
 - 10.1 Update on Technical assistance grant for writing the Conceptual Area Protection Plan (CAPP) for the Two Creek watershed to work with Mark Andre and BBW **Discussion/Approval**

- 11. HIRING GRANT ADMINISTRATION ASSISTANCE**
 - 11.1 General Manager proposes hiring Don Allen local grant administration expert to assist with keeping DWR grant on track. Cost’s would be paid through grant. Hire as contractor. **Discussion/Approval**

- 12. 2022-2023 BUDGET**
 - 12.1 Discussion of the 2022-2023 budget **Discussion/Approval**

- 13. DISCUSSION OF THE PROCESS FOR DETERMINIG NEXT FY BUDGET**
 - 13.1 Discussion of the process for determining the next FY Budget. **Discussion/Approval**

- 14. LEASE RENEWAL FOR WCSD OFFICE**
 - 14.1 Lease renewal for WCSD office **Discussion/Approval**

- 15. RETURN TO IN PERSON MEETINGS**
 - 15.1 Return to in person meetings **Discussion/Approval**

- 16. DISCUSSION OF PHILOSOPHICAL, POLITICAL AND META ISSUE ASPECTS OF THE DISTRICT’S EXISTENCE AND OPERATION**
 - 16.1 Discussion of philosophical, political and meta issue aspects of the District's existence and operation **Discussion**

- 17. ITEMS FROM MEMBERS OF THE BOARD FOR FUTURE MEETINGS**

- 18. ADJOURN**

Regular Meetings of the Board occur on the 3rd Wednesday of the month at 6:30 Pm. The next Regular Meeting will be **June 15th, 2022** and will be held via zoom
This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950.
Posting locations are: 1) WCSD Office; 2) Westhaven Fire Hall and online at the Westhaven CSD website @ westhavencsd.org

The Westhaven CSD will make reasonable effort to accommodate the participation of persons with disabilities.
If you require such accommodation, contact the WCSD office at 677-0798 at least 48 hours prior to the meeting.

WESTHAVEN COMMUNITY SERVICES DISTRICT
Regular Meeting Minutes
April 20, 2022

1. CALL TO ORDER

Board President Verick called the meeting to order at 6:30 PM. In attendance were:

Board Members: Verick, Hankin, Swisher & Llanos

Absent: Cline

Staff: Rosenblatt, Levang, Martin & Whitlow-Hewett

Guests: Elaine Weinreb

2. PUBLIC COMMENT

None at this time

3. AMEND / APPROVE ORDER OF AGENDA ITEMS

Verick moved to approve the order of agenda items. Seconded by Swisher; all approved.

4. RESOLUTION 2022-5 REGARDING AB361 REMOTE MEETING

4.1 Resolution 2022-5 Regarding Ab361 Remote Meeting Via Zoom

Verick moved to approve Resolution 2022-5 Remote Meeting. Seconded by Llanos; all approved.

5. AMEND / APPROVE MINUTES

5.1 March 16, 2022 Regular meeting minutes

Page 2, item 6.6, 1st sentence change ~~Hankin questioned~~ to "*Hankin asked for clarification of*"
Page 3, top of page add to sentence that reads "the district via radio", add "*frequency signal similar to blu tooth*".

Page 3, item 9.1, 1st sentence delete the comma (,) after UEI and add colon (:) after Enterprises Inc.

Page 4, 2nd sentence change "~~are out~~" to "*are outside of*"

Page 4, last sentence change "~~request~~" to "*requests*"

Verick moved to approve March 16, 2022 regular meeting minutes as amended. Seconded by Hankin; all approved.

6. FINANCIAL REPORTS, DISCUSSION AND APPROVALS

6.1 Director's Report-monthly billings and collections - discussion

Board packets contained Directors report. Total March, 2022 water sales were \$21,086.51, and total receivables were \$26,959.69.

The board questioned if there was a leak adjustment for the 40,620 gallon water usage.

Rosenblatt answered, not yet.

6.2 Water Consumption and Sales - Board packets contained Water Consumption and Billings-

Commodity Charges Only report. March, 2022 gallons billed 533,550; average gallon per day per meter readings 88; per person 40, average monthly charge per accounts \$40.39; total monthly charges \$8,118; monthly deviation from budget -\$225.

There was discussion regarding that less water was used this time last year and discussion regarding leak adjustments, and whether leak adjustments should be considered part of water sales.

6.3 Income & Expense Report – discussion

Board packets contained an Income & Expense report for March, 2022. Total income \$14,274, total expense \$15,938, with a net operating income of -\$1,664. No discussion.

6.4 Finance Officer's Recommendations – No recommendations**6.5 Treasurer's Report and Recommendations – discussion**

Board packets contained a copy of the March, 2022. Treasurer's report. Account balances were as follows: Capital Reserves \$231,123.74; Operating Reserves \$52,252.06; DWR Reserve CD \$28,891.93; DWR Loan Savings \$2,225.88; Checking Account as of 4/13/2022 \$18,655.04.

No discussion

6.6 November/December Warrants – discussion/approval

Verick moved to approve warrants #'s 6994 through 7029, one federal payroll tax deposits and two State payroll tax deposits, and 3 debit card charges, totaling \$35,224.49. Seconded by Swisher: all approved.

7. MANAGER'S REPORT

7.1 Water Loss decreased from 9.5 GPM in February to 2.2 GPM in March. There were no known system leaks. The board packets contained a summary table of 13 months water loss history. March 2022 water loss is at 15.3%, average water loss in the last 13 months is 21.5%, Rosenblatt reported there are no known leaks but due to the water loss percentage there must be a leak somewhere. Hopefully there will be no large leaks before we can get the older mains replaced. Discussion of the report and how the water loss is reported.

8. UPDATE ON GRANT APPLICATION FUNDING AND RELATED ACTIVITIES

8.1 The DWR Small Community Drought Grant work is proceeding. Rosenblatt reported that it looks like we will be able to get an emergency permit to replace and modernize some of the District's water lines. The emergency permit could then be used as the basis for a coastal development permit. Rosenblatt hopes to begin installing new water lines this summer. Rosenblatt is working with Llanos to develop a map of the area. Two out of three property owners have been contacted to discuss easement agreements.

8.2 Update on activities related to well drilling. LACO is working on renewing the well permits. There are still some loose ends to finish up before the permits can be renewed. GR Sundberg was the low bidder for the well-site prep work and they can proceed during the renewal process. We have a driller who is checking his calendar to find a date when he can drill the wells.

8.3 DWR Multi Benefit grant application. Funding would be for a proposed project to replace railroad grade culvert/s/Humboldt crossing/s and Transit Avenue culvert/Humboldt crossing. Rosenblatt said that they are crafting an outline to address how to capitalize on available funding when the third round of funding is announced. The grant application will seek funding for what were the most important pieces of the original plan. The Humboldt crossing component will be incorporated into another grant that is yet to be written.

8.4 City of Trinidad Multi-benefit grant emergency intertie. Discussion. Rosenblatt is working with the City of Trinidad on funding and permitting for the intertie between the Trinidad and Westhaven water systems. He will be meeting with the Trinidad City Mayor and engineers. It is anticipated that the intertie project will help make both water systems more resilient.

9. TECHNICAL ASSISTANCE GRANT FROM STATE DIVISION OF FINANCIAL ASSISTANCE (DFA)

9.1 Update on progress of technical assistance grant from DFA. The surveyors are working on the request for additional funding. They are working out details for the septic tank at the new water plant. Things are, proceeding, albeit slowly.

10. REPORT FROM COMMITTEE TO NEGOTIATE EASEMENT AGREEMENT FOR WELL 3 ON VERICK PROPERTY

11.1 Report from committee to negotiate an easement agreement for Well 3. Rosenblatt is waiting on the surveyors to give him the legal description to use in the well 3 easement agreement.

11. NORTH COAST RESOURCE PARTNERSHIP TECHNICAL ASSISTANCE GRANT TWO CREEKS CAPP

11.1 Technical assistance grant for writing the Conceptual Area Protection Plan (CAPP for the Two Creeks watershed). This work is being done by Mark Andre and Baldwin, Blomstrom, Wilkinson & Associates (BBW). Mark Andre is in the process of putting the components together.

11.2 Willing Sellers and adjacent parcels that are part of the CAPP plan. Grant funding is potentially available now or in the near future. Rosenblatt said Andre thinks there will be funding to acquire additional properties. Rosenblatt gave an overview of the CAPP map which shows the Two Creeks conservation area.

Verick moved to authorize Rosenblatt to move forward in seeking funding that would begin the process of acquiring lands shaded in green on the CAPP map. Seconded by Swisher; all approved

12. HIRING GRANT ADMINISTRATION ASSISTANCE

12.1 General Manager proposes hiring Don Allan (local grant administration expert) to assist with keeping the DWR grant on track. The cost would be paid through the grant. Discussion ensued regarding whether to hire as a contractor or temporary or intermittent employee. The board discussed pros and cons and specifications of contractor versus employee. Everyone agreed that Don Allan was well qualified. The board concluded that working as a consultant was the more appropriate.

Verick moved to authorize Rosenblatt to hire a consultant to fill this grant position, and to draft specifications to the proximity of this position. Seconded by Llano; all approved

13. DRAFT 2022-2023 BUDGET

13.1 Draft 2022-2023 budget.

Postponed, will schedule a special meeting to review and approve.

14. LEASE RENEWAL FOR WCSD OFFICE

14.1 Review of the terms of existing lease concerning renewal for WCSD office. Rosenblatt reported negotiating with the Fire Department the terms of the lease. We may need another special meeting to address this issue. The district has until June to renew the contract.

15. RETURN TO IN-PERSON MEETINGS

15.1 return to in-person meetings – discussion

Verick reported that according to the maps of all U.S. counties provided by the New York Times, Humboldt County per capita Covid infections have doubled in the past 14 days.. There was consensus that the board continue to meet via Zoom. The board will revisit the question next month.

16. DISCUSSION OF PHILOSOPHICAL, POLITICAL AND META ISSUE ASPECTS OF THE DISTRICT'S EXISTENCE AND OPERATION.

16.1 Discussion of philosophical, political and meta issue aspects of the district's existence and operation. No discussion

19. ITEMS FROM MEMBERS OF THE BOARD FOR FUTURE MEETINGS

None

20. ADJOURN

Verick adjourned the meeting at 8:00 PM.

Respectfully Submitted,

Roxanne Levang
WCSD Secretary

WESTHAVEN COMMUNITY SERVICES DISTRICT
 Regular Meeting Minutes
 May 5, 2022

1. CALL TO ORDER

Board President Verick called the meeting to order at 6:37 PM. In attendance were:
 Board Members: Verick, Hankin, Swisher, Cline & Llanos
 Absent: None
 Staff: Rosenblatt & Levang
 Guests: None

2. PUBLIC COMMENT

None at this time

3. ADOPTION OF DRAFT 2022-2023 BUDGET

3.1 Adoption of Draft 2022-2023 Budget-Rosenblatt gave an overview of the budget. The expense amounts were based on actual expenses and estimated increases. The cost of the new shop roof was excluded. There was discussion of inflation greater than what is anticipated due to the war in Ukraine and sanctions. Verick questioned if we could approve a revised budget mid-year. Swisher responded saying he believed we could if we gave the customers the proper 45 day notification.

Llanos questioned why the projected annual gallons sold at the bottom of the second page of the budget had not changed. There was discussion of why it had not changed and how it affects the budget. Rosenblatt calculated the average annual gallons sold over a five year period, excluding the last two years due to COVID shutdowns. The projected annual gallons sold was changed to 7,137,300. The formula for Monthly Commodity Expense, row D134 was corrected to 205 meters from 204 meters. These changes changed the % increase to customers monthly base rate expense from 7.10% to 6.64% and the commodity rate charge per k gallons from 11.09% to 5.02%.

The formulas in column E rows 42, 43, 44 and 81 were corrected, the corrections did not change the bottom line on the budget amounts.

Hankin moved to approve the budget as revised. Seconded by Cline; all approved.

There was further discussion of changes of the wage spreadsheet. Cline asked how the COLA is determined. Swisher said it was a ten year running average of the annual Social Security COLA and the California CPI. Hankin asked about the amount subtracted from Rosenblatt's annual salary. Rosenblatt explained that was the amount estimated to be paid by the DWR Grant. Cline requested that columns K and L be deleted since there were not any amounts in those columns, and to combine Operator 1 Butterworth 21-22 budget amounts with Operator 1 Whitlow-Hewett 22-23, reducing unnecessary columns. There were a number of typo errors corrected as well.

20. ADJOURN

Verick adjourned the meeting at 7:43 PM.

Respectfully Submitted,

Roxanne Levang
 WCSD Secretary

Directors Report

Westhaven CSD

Water Pumped This Month	604,800 Gallons
Water Sold This Month	454,630 Gallons
Water Loss	150,170 Gallons
Water Loss (%)	24.83 %

	Amount (\$)	# Of Accounts
Total Water	20,518.19	232
Total Late Charge	122.71	82
Total Reconnect Fee	17.50	1
Total Adjustments	46.63	57
Total Current Charges	20,705.03	232
Amount Past Due 1-30 Days	3,817.36	38
Amount Past Due 31-60 Days	970.54	8
Amount Past Due Over 60 Days	2,921.65	7
Amount Of Overpayments/Prepayments	-6,128.35	53
Total Receivables	22,286.23	232

Total Receipts On Account	25,378.49	194
Net Change in Memberships	0.00	0
Amount of All Memberships	0.00	

Turned Off Accounts (Amount Owed)	0.00	13
Collection Accounts (Amount Owed)	0.00	13
Number Of Unread (Turned On) Meters		
Average Usage For Active Meters	1,935	235
Average Water Charge For Active Meters	88.44	232

Usage Groups	Gallons	# Of Accounts	Usage	Gallons	% Of Usage	% Of Sales
Over 50,000		0	0	0	0.00	0.00
40,001-50,000		0	0	0	0.00	0.00
30,001-40,000		0	0	0	0.00	0.00
20,001-30,000		0	0	0	0.00	0.00
10,001-20,000		2	24,360	53.6	5.36	2.37
8,001-10,000		1	9,870	21.7	2.17	1.01
6,001-8,000		3	21,800	48.0	4.80	2.51
4,001-6,000		17	80,180	176.4	17.64	10.96
2,001-4,000		75	207,230	455.8	45.58	36.83
1-2,000		105	111,190	244.6	24.46	37.77
Zero Usage		32	0	0	0.00	8.55
Total Meters		235	454,630	100.0	100.00	100.00

WATER CONSUMPTION AND BILLINGS - COMMODITY CHARGES ONLY

ITEM 6.2

Annual adjustments to the commodity rates involve estimation of anticipated water use. This report tracks billings as compared to budgeted averages based on all meters showing any use. It is not weighted to anticipate seasonal variations in water use. Adjustments for reported customer leaks have **not** been included in the monthly totals.

To compare this year's to last year's trend go to the column on the far right.

	DAYS BILLED	GALLONS BILLED	TOTAL NON-ZERO METERS	AVG. GAL/DAY PER METER	AVG. GAL/DAY PER PERSON AT 2.20	AVG. MONTHLY CHARGE PER ACCT.	TOTAL MONTHLY CHARGES	MONTHLY DEVIATION FROM BUDGET	CUMMULATIVE DEVIATION
2021-2022									
JUNE	28	793,200	205	138	63	\$58.87	\$12,069	\$3,726	\$3,726
JULY	28	612,060	206	106	48	\$45.22	\$9,314	\$971	\$4,697
AUG	34	773,350	209	109	49	\$55.99	\$11,702	\$3,359	\$8,056
SEPT	28	586,540	205	102	46	\$43.29	\$8,874	\$531	\$8,586
OCT	29	519,020	207	86	39	\$37.90	\$7,846	-\$497	\$8,089
NOV	33	536,010	207	78	36	\$39.43	\$8,161	-\$182	\$7,907
DEC	29	446,110	199	77	35	\$33.76	\$6,719	-\$1,624	\$6,283
JAN	30	529,770	203	87	40	\$39.73	\$8,065	-\$278	\$6,004
FEB	32	519,060	201	81	37	\$39.14	\$7,866	-\$477	\$5,527
MAR	30	533,550	201	88	40	\$40.39	\$8,118	-\$225	\$5,302
APR	27	454,630	200	84	38	\$34.59	\$6,917	-\$1,426	\$3,876
AVG.	30	573,027	204	94	43	\$42.65	\$8,696	\$352	\$3,876
TOTAL		6,303,300					\$95,654		\$3,876
LEAK ADJ.		233,857 (Cumulative)					\$2,364		
NET		6,069,443	AFTER LEAK ADJUSTMENTS				\$93,290		\$1,512

BUDGETED COMMODITY PER MONTH \$41.96 \$8,561
 BUDGETED ANNUAL COMMODITY INCOME \$102,729

SOLD TO DATE				TOTAL BILLINGS TO DATE			
2021-2022	6,303,300	=	88%	2021-2022	\$95,654	=	90%
2020-2021	7,146,780		OF 20-21	2020-2021	\$106,511		OF 20-21

2020-2021									
JUN	33	801,120	211	115	52	\$56.53	\$11,928	\$3,584	\$3,584
JULY	29	785,150	211	128	58	\$54.68	\$11,538	\$3,194	\$6,779
AUG	28	782,340	213	131	60	\$53.95	\$11,492	\$3,149	\$9,927
SEP	35	850,140	212	115	52	\$58.75	\$12,455	\$4,111	\$14,038
OCT	28	650,870	210	111	50	\$45.56	\$9,567	\$1,224	\$15,262
NOV	28	530,090	210	90	41	\$37.00	\$7,769	-\$574	\$14,688
DEC	35	613,330	207	85	38	\$45.70	\$9,459	\$1,116	\$15,804
JAN	28	486,340	205	85	39	\$35.91	\$7,361	-\$982	\$14,822
FEB	30	513,560	207	83	38	\$37.59	\$7,782	-\$562	\$14,260
MAR	33	589,120	206	87	39	\$44.32	\$9,129	\$786	\$15,046
APR	28	544,720	206	94	43	\$38.98	\$8,031	-\$313	\$14,734
MAY	34	668,610	210	94	43	\$46.74	\$9,815	\$1,471	\$16,205
AVG.	30	651,283	209	104	47	\$46.38	\$9,694	\$1,350	
TOTAL		7,815,390					\$116,326		\$16,205
Cumulative LE		137,315					\$1,048		
NET		7,678,075	AFTER LEAK ADJUSTMENTS				\$115,278		\$15,157

BUDGETED COMMODITY PER MONTH \$40.63 \$8,288
 BUDGETED ANNUAL COMMODITY INCOME \$99,452

SOLD TO DATE				TOTAL BILLINGS TO DATE			
2020-2021	5,013,040	=	98%	2020-2021	\$74,208	=	104%
2019-2020	5,091,120		OF 19-20	2019-2020	\$71,622		OF 19-20

**Westhaven Community Services District
FY 2020-2021 Income / Expense Report
as of April 2022**

ITEM 6.3

Annual		<u>OPERATING BUDGET</u>			<u>CURRENT</u>		<u>CUMULATIVE</u>		
<u>Budget</u>	<u>Income</u>	Apr. 2022	Monthly Budget	Over/Under	July 2021 thru Apr. 2022	Jul '21 thru Apr. 2022 Budget	Over/Under	% of Budget	
263,647	Water Sales	16,593	21,971	-5,377	180,323 ¹	181,038	-715	99.6%	
3,319	Water Services	420	277	143	4,761	2,766	1,995	172.1%	
0	St COVID Funds	774 ⁵	0	774	774	0	774	0.0%	
266,966	Total Income	17,787	22,247	-4,460	185,858	183,803	2,055	101.1%	
	<u>Expense</u>								
2,802	Source of Supply	0	234	-234	555	2,335	-1,780	23.8%	
10,098	Pumping	972	842	131	9,302	8,415	887	110.5%	
37,521	Water Treatment	4,308 ⁴	3,127	1,182	35,318	31,268	4,051	113.0%	
11,740	Transmission & Distribution	120 ³	978	-859	26,477	9,783	16,694	270.6%	
9,003	Customer Accounts	563	750	-187	7,194	7,503	-309	95.9%	
138,899	Administrative & General	11,144 ²	11,575	-431	112,252	115,749	-3,497	97.0%	
10,000	Operating Reserves Contrib.	0	0	0	0	8,333	-8,333	0.0%	
220,063	Total Expense	17,108	17,505	-398	191,098	183,386	7,712	104.2%	
	Net Operating Income	680	4,742		-5,240				
	Capital/Other Expense								
26,402	DWR Loan	2,200	2,200	0	22,000	22,002	-2	100.0%	
20,000	Capital Reserve	1,667	1,667	0	16,670	16,667	3	100.0%	
46,402	Total Other Expense	3,867	3,867	0	38,670	38,668	2	100.0%	

Income & Expense Report Notes:

- ¹ Changed formula subtracting Capital/Other expenses (\$46,402) from budget total so that the percentage of budget amounts would more accurately reflect actual budget percentages.
- ² Admin & General was over in the month of July, 2021 because the annual Property & Liability Ins., \$3682 was paid and annual Workers comp, \$2936. December 2021 paid varied annual membership fees and assessment taxes. Paid Dec & Jan PGE & Emp medical premiums
- * FYI: Under TA Grant, (does not show on Operating Budget Inc/Exp) \$8,000 to PG&E for Engineering advance for the plant project.
- ³ Transmission & Distribution is over in September because GRSundberg was paid \$3549.49 to repair main water line leak and backflow testing of \$2250; and Backflow devise replacement \$254. Dec, 2021 paid Pacific Earthscape \$ 6401.70 and GRSundberg \$2600 for water leaks at 7th Av & 6th Av. Jan. 2022 water leaks GR Sundberg \$2222.43 12/29 6th/Westhaven \$1000 leak on 1/18.
- ⁴ Jan 2022 water treatment is high due to \$620.64 calcite.
- ⁵ SWRCB COVID funds for customer pymts. Total check \$3,116.01. \$2,341 is in water sales income because funds were used to make payments on customer accounts past due balances as of 6/30/2022. \$744.22 was not applied to pymts because those customers paid in full after 6/30/2022. It is my understanding that these funds cannot be used on other past due accounts and will be returned to the State of CA.

WESTHAVEN COMMUNITY SERVICES DISTRICT
Treasurer's Report
April 2022

ITEM # 6.5

<u>BALANCE</u>	<u>CURRENT RATE</u>	<u>TYPE LOCATION</u>	<u>F/Y BUDGETED CONTRIBUTION</u>	<u>F/Y CONTRIBUTIONS YET TO BE MADE</u>	<u>F/Y DEPOSITS TO DATE</u>	<u>F/Y WITHDRAWALS TO DATE</u>
\$231,123.74	1.69800	Capital Reserves Hum Co Fund 2600		\$ 20,000 *	\$14,952.35 7/16/21 for hydrant	1/1/2021 \$26,143.05
Note: The last qrtly report we have received from the County was for quarter ended 9/30/2020						
\$52,293.24	0.24000	Operating Reserve LAIF # 16-12-005		\$ 10,000 **	\$42.58 \$31.78 \$30.06 \$41.18	7/15/21 Interest 10/15/21 Interest 1/15/2022 Interest 3/31/2022 Interest
\$28,897.25	0.50000	DWR CD Reserve CD Umpqua 2368	Held in reserve for the term of the loan - until 2024		\$144.68 \$ 10.45	2021 Interest 2022 Interest to date
\$4,426.13	0.03000	DWR Loan Savings Saving Umpqua 0648	Accumulates for Semi-Annual payments of \$13,200.95 to Dept of Water Resources	Automatic Monthly deposit from checking of \$2200.23 (annual total \$26,402.76)	\$ 13,200.95 \$ 13,200.95	9/2/2021 Semi-Annual pymt 3/1/2022 Semi-Annual pymt
\$18,655.04		Checking Account Umpqua 5013				Checking Balance as of 4/13/2022

*Capital Reserves Contributions Shall be \$20,000 and should be made unless unforeseen District expenses or unexpected revenue shortfalls prevent making a full contribution (from Financial Procedures Manual) **Reserve contributions historically made at end of fiscal year.**

** Operating Reserves Contribution: Sufficient to maintain a minimum reserve of 25% of the total operating budget; surplus may be contributed to the Capital Reserve Funds (From Financial Procedures Manual)

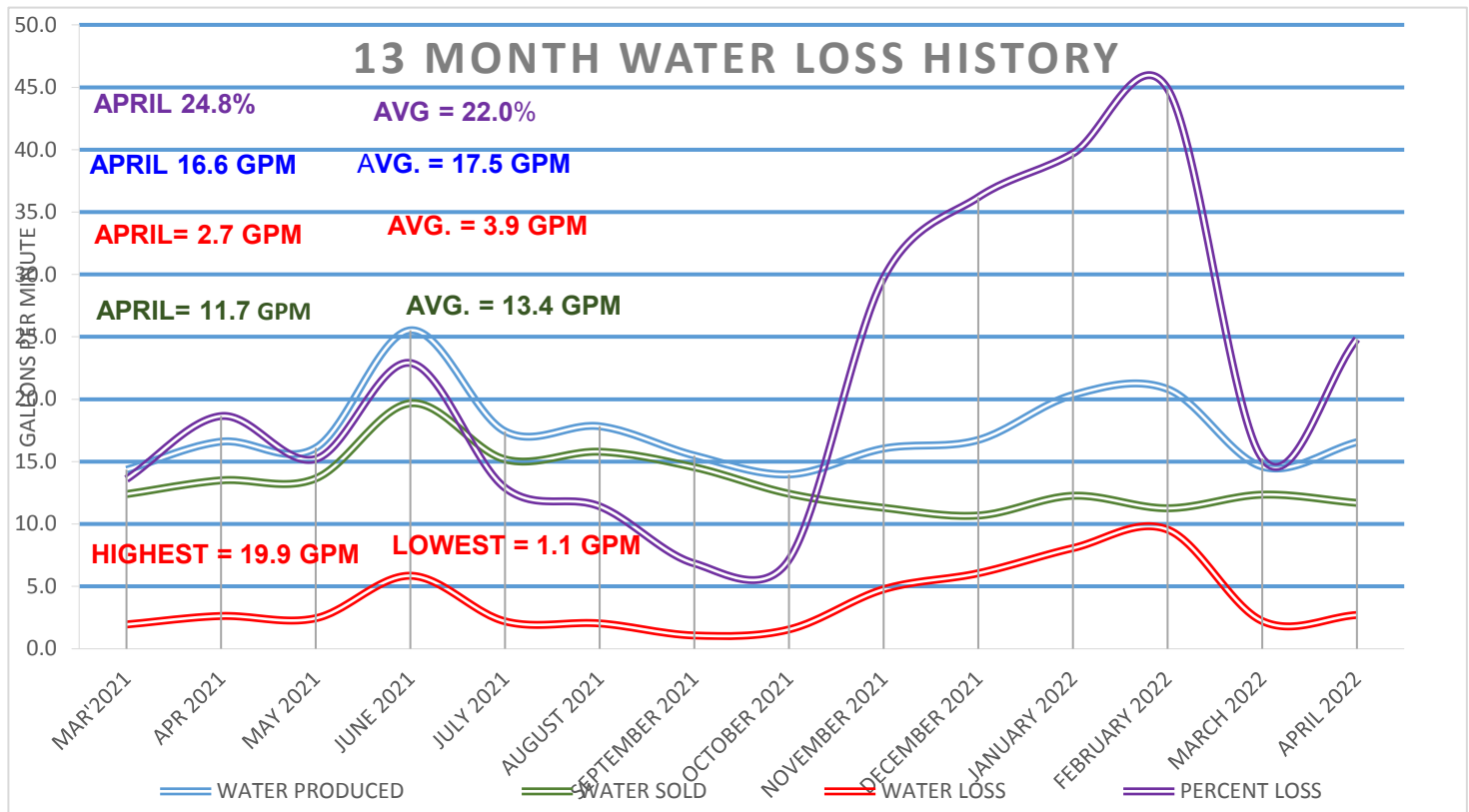
2021/2022 Operating Budget \$220,064 X 25% = \$55,016

WESTHAVEN CSD • MANAGER'S REPORT
MAY 2022

7.1 Water Loss

Water loss increased from 2.2 gpm in February to April 2.7 gpm in for 24.83% of total production of 604,800 gallons No known system leaks **Discussion**

<u>FROM JULY 2003</u>	<u>PRODUCED GPM</u>	<u>SOLD GPM</u>	<u>LOST GPM</u>	<u>LOSS %</u>	<u>MONTHLY PRODUCTION GALLONS</u>	<u>MONTHLY SOLD GALLONS</u>	<u>MONTHLY LOSS GALLONS</u>
APRIL 2022	16.6	11.7	2.7	24.8	604,800	454,630	150,170
AVG. ALL	21	15	6	28	930,886	600,589	277,865
24 MO AVG.	18	14	4	22	795,394	612,250	183,144
13 MO AVG.	17.5	13.4	3.9	22.0	754661.7	578202.3	176459.4
MINIMUM MONTH EVER	11.2	10.0	1.1	6.8	488,090		43,080
	DEC 2018	DEC 2018	SEPT 2021	SEPT 2021	APR 2017		SEPT 2021
MAXIMUM MONTH EVER	34.8	27.0	19.9	61.8	1,523,405		916,340
	JUL 2004	JUL 2003	NOV 2016	NOV 2016	JUL 2004		NOV 2016



Annual Data	DATE	GPM
WELL FLOW	5/5//17	11.8 gpm
Daily Flow	5/5/18	6.5 gpm
	5/5/19	7.8 gpm
	5/5/20	6.2 gpm
	5/5//21	6.0 gpm
	5/5//22	5.2 gpm

Stream flow monthly mean gpm average	MONTH	GPM
	5/17	83.2 Partial month
	5/18	36 gpm South collector only
	5/19	34 gpm South and Tributary on
	5/20	32 gpm South collector only
	5/21	23 gpm South collector only
	5/4/22	36 gpm (Day) all collectors on
	5/5/22	54 gpm rain 36 gpm previous day

	A	B	C	D	E	F	G
1							
7							
8		WESTHAVEN COMMUNITY SERVICES DISTRICT (#260)		JUNE 2022			
9							
10		ANNUAL OPERATING BUDGET	2021-2022	2022-2023	INCREASE		Revenue from monthly bills
11		DRAFT			(DECREASE)		Commodity rate expenses (variable operating costs)
12							Base rate expenses (fixed operating costs)
13							Expenses part commodity, part base
14							
15		OPERATING REVENUES					
16	411.00	WATER SALES	263,647	285,721	22,074		NOTES
17		Base Rate Residential	159,029	169,582	10,553		
18		Commodity Rate Residential	101,839	113,170	11,331		Estimated residential income is linked to estimated average bill
19	411.10	Total Residential	260,869	282,752	21,883		229 residential
20		Base Rate Business	1,389	1,481	92		
21		Commodity Rate Business	889	988	99		
22	411.20	Total Business	2,278	2,469	191		2 Business (+ WVFD - no charge)
23	411.70	Other water sales	500	500	0		Emergency no deliveries last 2 fiscal years
24							
25	421.00	WATER SERVICES	3,319	3,366	47		
26	421.10	Fire prevention	694	741	47		Merryman's fire system - pays base rate only
27	421.30	Backflow valve testing charges	2,625	2,625	0		Equals Backflow Program Expense - Not part of water rates
28	421.40	Water Service charges					Water service repair / relocation
29	421.50	Other water services	3,000	2,400	(600)		Charges for late payment, returned checks, reconnection, etc.
30							
31		TOTAL OPERATING REVENUES	266,466	288,587	22,121		Interest Revenue moved to Capital Budget
32							Total does not include 411.70 & 421.50
33		REVENUE PAID TO CAPITAL EXPENSES	46,402	46,402	0		
34							
35		TOTAL OP. REV. AFTER CAP. EXPENSE	220,064	242,185	22,121		
36							
37		OPERATING EXPENSES	COLA 1.2%	2.0%	0.8%		COLA = 10 yr. running avg. of avg. of COLA & CPI
38				equals	\$0.00		40.00 Mg/Op - Hrs/Wk - 22-23 Base Wage = Annual Average 29.28/hr
39		REGULAR OPERATING EXPENSES		per cust.per mo.			26.00 Op - hours / week - 2022-23 Base Wage = Annual Average 21.15/hr.
40							12.00 Relief Op- hours/week combined - 2022-23 Annual Average 21.15
41		SOURCE OF SUPPLY					15.00 S/B - hours / week - 2022-23 Base Wage = 23.44/hr.
42	511.10	Wages - Operator/GM	1,236	536	(700)		1% Mg/Op -apox % of time
43	511.20	Wages - 2nd & 3rd Operators	1,367	350	(1,017)		1% Op - apox % of time
44	511.00	Total wages	2,602	886	(1,717)		
45	512.00	Maintenance, structure, & improvements	200	200	0		Historically \$0 spent. Last year \$340 on an isolated repair
46	513.00	Purchased water					
47		TOTAL SOURCE OF SUPPLY	2,802	1,086	(1,716)		Cost lower dueto change of Mgmt, Operators tracking time differently
48							
49		PUMPING					
50	521.10	Wages - Operator/GM	1,236	536	(700)		1% Mg/Op -apox % of time
51	521.20	Wages - 2nd & 3rd Operators	1,822	2,000	178		6% Op -apox % of time
52	521.00	Total wages	3,058	2,536	(522)		
53	522.00	Maint, structure, & improvements	240	800	560		Per income/expense report
54	523.10	Fuel or power used for pumping - booster	3,900	6,000	2,100		Includes tank fan and shop storage room dehumidifier
55	523.20	Fuel or power used for pumping - well	2,900	2,200	(700)		Per income/expense report
56		TOTAL PUMPING	10,098	11,536	1,438		
57							
58		WATER TREATMENT					
59	531.10	Wages - Operator/GM	6,178	6,540	362		14% Mg/Op -apox % of time
60	531.20	Wages - 2nd & 3rd Operators	20,044	26,930	6,886		74% Op -apox % of time
61	531.00	Total wages	26,221	33,470	7,249		
62	532.00	Maint, structure & improvements	800	800	0		Per expense reports (sand filter expense excluded???)
63	533.10	Chemical	3,900	7,000	3,100		Chlorine & Calcite - may increase with new well(s)
64	533.20	Outside lab expense	5,400	5,000	(400)		North Coast Labs - increased sampling requirements
65	533.30	Water testing supplies - WCSD	1,200	3,000	1,800		Reagents and Instrument maintenance.
66		TOTAL WATER TREATMENT	37,521	49,270	11,749		
67							
68		TRANSMISSION & DISTRIBUTION					
69	541.10	Wages - Operator/GM	2,471	2,100	(371)		5% Mg/Op -apox % of time
70	541.20	Wages - 2nd & 3rd Operators	3,644	5,000	1,356		14% Op - apox % of time
71	541.00	Total wages	6,115	7,100	985		
72	542.00	Maint, structure, & improvements	1,000	2,000	1,000		Per income/expense report
73	543.00	District Vehicle O&M	2,000	2,000	0		Insurance, fuel, maintenance, etc.
74	544.00	Backflow Program Expense	2,625	2,625	0		Not part of regular rate calculations - program is self-supporting
75		TOTAL TRANSMISSION & DISTRIBUTION	11,740	13,725	1,985		
76							

	A	B	C	D	E	F	G
1							
7							
8		WESTHAVEN COMMUNITY SERVICES DISTRICT (#260)		JUNE 2022			
9							
10		ANNUAL OPERATING BUDGET	2021-2022	2022-2023	INCREASE		Revenue from monthly bills
11		DRAFT			(DECREASE)		Commodity rate expenses (variable operating costs)
12							Base rate expenses (fixed operating costs)
13							Expenses part commodity, part base
77		CUSTOMER ACCOUNTS					
78	551.10	Wages - billing	1,510	2,413	903	15%	S/B - apox % of time
79	551.20	Wages - cash receipts	2,471	2,680	209	2	Mg/Op -Changed to hrs per week to match formulas
80	551.30	Wages - meter reading - Operator/GM	0	536	536	1%	Mg/Op -approx % of time
81	551.40	Wages - meter reading - 2nd/3rd Operator	1,822	2,500	678	6%	Op -approx % of time
82	551.00	Total wages	5,803	8,129	2,326		
83	551.50	Billing Supplies	1,200	1,200	0		Per income/expense report
84	552.00	Uncollectible accounts	0	0	0		
85	553.00	Customer Leak Adjustments	2,000	2,000	0		Based on 10 year average
86		TOTAL CUSTOMER ACCOUNTS	9,003	11,329	2,326		
87							
88		ADMINISTRATIVE & GENERAL					
89	561.10	Wages - Manager	33,359	37,450	4,091	29	71% of time in budget for admin, 6% paid for by Grants. 71%=29 Hrs/week
90	561.20	Wages - Clerical	14,597	13,676	(921)	85%	S/B -apox % of time
91	561.00	Total wages	47,956	51,126	3,170		
92	562.10	Office supplies	1,600	1,600	0		Per income/expense report
93	562.20	Office equipment	750	750	0		Average over several years.
94	562.30	Office utilities (phone / electric / internet)	3,600	3,000	(600)		Per income/expense report
95	562.40	Postage	1,900	1,900	0		Per income/expense report
96	562.50	Employee / director education	100	350	250		Staff need CPR certification
97	562.60	Operator certification	120	300	180		Estimate 3 new certifications and 1 renewal
98	562.70	Employee / director mileage reimbursement	100	100	0		Per income/expense report - current rate 0.56 per mile
99	563.10	Accountant	7,735	8,380	645		Annual St Financial Tran Rep & Yr end consulting \$880. Est 1/2 of upcoming audt \$7,500.
100	563.20	Legal	500	500	0		Default-Historical range from \$0 to \$7,657/yr (93-94) 20-21 lowered to \$1000 from \$1500
101	563.30	Consultants, Engineering etc.	350	350	0		Does not include project expenses
102	564.00	Property and liability insurance	4,081	5,000	919		SDRMA estimates \$4990 to \$5073
103	565.10	Wages - Compensated Absences - all employees	11,255	14,517	3,262		Vacation,holiday,sick,etc.
104	565.20	Payroll Tax Expenses	7,954	9,850	1,896		Current rates
105	565.30	Workers' Comp. Insurance	3,360	4,240	880		Estimate Per SDRMA
106	565.40	Employee medical benefits	20,728	23,148	2,420		Manager, 9% increase
107	565.50	Employee retirement benefits	7,210	8,468	1,258		7% contribution to employee SEP IRA
108	567.00	Rents & leases	4,800	5,400	600		Per rental agreement, 7/1/22 increases from \$400 to \$450 per month
109	568.00	Maintenance-general plant	8,000	1,000	(7,000)		Per income/expense report (does not include for new for roof)
110	569.00	Other admin & general expenses	6,800	6,000	(800)		Per income/expense report -
111		TOTAL ADMINISTRATIVE & GENERAL	138,899	145,979	7,080		
112							
113		TOTAL REGULAR OPERATING EXPENSE	210,064	232,925	22,861		
114							
115		OTHER OPERATING EXPENSES					
116	573.00	Contribution to Operating Reserves	10,000	10,000	0		Operating Reserves currently ≈ \$ 52,091 - target is \$58,231
117							
118		TOTAL OPERATING EXPENSES	220,064	242,925	22,861	10.39%	Total annual operating revenue required
119							
120		OPERATING SURPLUS (DEFICIT)	1	-741	(742)		
121							
122		TOTAL FIXED OPERATING EXPENSE	114,711	126,142	11,431	9.97%	Expense independent of actual water use
123							
124		TOTAL BASE RATE EXPENSE	161,113	172,544	11,431	7.10%	Fixed operating expense + DWR debt (increases by 2,690 re DBP loan)
125							
126		TOTAL COMMODITY RATE EXPENSE	102,729	114,158	11,429	11.13%	Variable operating expense = Commodity Rate expense
127							
128		TOTAL EXPENSE TO CUSTOMERS	263,847	286,702	22,855	8.66%	Equals Total Operating Expense
129							
130		MONTHLY BASE RATE	57.87	61.71	\$3.84	6.64%	Total Base Rate expense per month per customer
131							
132		COMMODITY RATE CHARGE PER K GAL.	\$15.23	\$15.99	\$0.76	5.02%	
133							
134		AVG. MONTHLY COMMODITY EXPENSE	41.96	46.41	\$4.44	10.58%	Total Commodity Rate exp per mo. per cust (233 active meters only)
135							
136		AVERAGE MONTHLY BILL	99.84	108.12	\$8.28	8.29%	AVERAGE OF ACTIVE ACCOUNTS ONLY
137							
138		PROJECTED ANNUAL GALLONS SOLD	6,747,200	7,137,300	390,100	5.78%	

COMMERCIAL LEASE AGREEMENT

This lease is made between the **WESTHAVEN VOLUNTEER FIRE DEPARTMENT**, herein called Lessor, and the **WESTHAVEN COMMUNITY SERVICES DISTRICT**, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Community of **WESTHAVEN**, County of **HUMBOLDT**, State of **CALIFORNIA**, described as **446 B SIXTH AVENUE** upon the following TERMS and CONDITIONS.

- 1. Term and Rent:** Lessor demises the above premises for a term of **FIVE (5)** years, commencing on **JULY 1, 2022** and terminating on **JULY 1, 2027**, or sooner as provided herein at the annual rental of **FIVE THOUSAND FOUR HUNDRED Dollars (\$ 5,400)** payable in equal installments of **FOUR HUNDRED FIFTY Dollars (\$450)** in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor.
- 2. Use:** Lessee shall use and occupy the premise for the purpose of **CONDUCTING THE BUSINESS OF THE WESTHAVEN COMMUNITY SERVICES DISTRICT**. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, exterior doors, exterior windows and structural foundations.
- 4. Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- 5. Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- 6. Assignment and Subletting:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- 7. Utilities:** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for gas, electricity and telephone services.
- 8. Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- 9. Possession:** If Lessor is unable to deliver to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.
- 10. Indemnification of Lessor:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.
- 11. Insurance:** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with a minimum coverage of \$???? as follows:
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- 12. Eminent Domain:** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for and period beyond that date

COMMERCIAL LEASE AGREEMENT

shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the repairs cannot be made within sixty (60) days, Lessor, at his option, may make these repairs within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default: If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than sixty (60) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Attorney's Fees: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

16. Notices: Any notice which either party may, or is required to give, shall be given by mailing same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

17. Heirs, Assigns, Successors: This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.

18. Option to renew: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **FIVE (5)** years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of **FIVE HUNDRED Dollars (\$ 500)**. This option shall be exercised by written notice given to Lessor not less than **THIRTY (30)** days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

Lessor shall have the option to further increase the amount of the monthly rent at the time of renewal. This option shall be exercised by written notice given to Lessee not less than **NINETY (90)** days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

19. Subordination: This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

The undersigned hereby acknowledge receipt of a copy hereof.

The undersigned Lessor accepts the foregoing offer and agrees to lease the herein described premises on the terms and conditions herein specified.

DATE _____

LESSOR Westhaven Volunteer Fire Department

BY _____

LESSEE Westhaven Community Services District

TITLE _____

BY _____

TITLE _____

DATE _____