

Minutes of the meeting of the Board of Directors for the  
**WHITEHAWK RANCH COMMUNITY SERVICES DISTRICT**

November 30, 2023

DRAFT

1) **Call meeting to Order**

A regular re-scheduled meeting of the Board of Directors for the Whitehawk Ranch Community Services District was via ZOOM teleconference on Thursday, November 30, 2023, pursuant to the written Notice of Meetings. Directors Clint Dudley, Dale Hastie, Joe Smock and Doug Hecker were present. Ian Wright and Tom Vannoy from the Mutual Water Company also were present as was Joleen Cline, Administrative Manager, who served as recording secretary.

2) **Public comment** - items NOT on the agenda.  
none

3) **Approval of the Minutes from the 09/12/2023 Board Meeting**

*After review, upon motion duly made, seconded and unanimously carried, the Board approved the minutes of the September 12, 2023, Board meeting as submitted.*

4) **Service Contract Renewals (results of closed session)**

a) **Contract for Administrative Services**

*After review, upon motion duly made, seconded and unanimously carried, the Board approved the contract for Administrative Services provided by Whitehawk Ranch Mutual Water Company at a contract rate of \$2,240.62 per month (contract attached)*

b) **Contract for Building & Grounds Maintenance**

*After review, upon motion duly made, seconded and unanimously carried, the Board approved the contract for Building and Grounds Maintenance Services provided by the Whitehawk Ranch Mutual Water Company at a contract rate of \$6,783.68 per month (contract attached).*

5) **Financial Reports – Joleen Cline**

Joleen Cline distributed financial reports for the period ending 10/31/2023 prior to the meeting via email. Joleen reported the CSD currently has \$137,680.44 in the reserve accounts and \$41,759.87 in operating. She is hopeful the county will be timelier in distributing funds collected through property taxes this year.

The contracts with the Mutual Water Company approved earlier today will put the CSD overbudget for six months of the current fiscal year. The CSD currently is underbudget for expenses. Pool propane and supplies are significantly under budget this year. The scheduled transfers to reserves have been made.

*After review, upon motion duly made, seconded and unanimously carried, the Board approved the financial reports as submitted.*

6) **Committee and Facilities Reports:**

**a) Facilities and Grounds Report – Tom Vannoy**

Tom emailed a report on November 14<sup>th</sup>. The report stated the pool had been drained down, inspected, cleaned and partially refilled. The pond fountain was cleaned and stored for the winter. The newer tennis court nets were also taken down and stored for the winter. Tom's staff has been cutting down dead aspen trees and willows. They will also be pruning until the winter weather sets in.

Ian reported the recent burn was shut down early because Julie from Air Quality felt it was putting too much smoke into the air. She had received complaints from at least one resident in a nearby community. Joleen reported Julie suggested the CSD come up with alternative means of getting rid of green waste in the future. Julie suggested the CSD partner with other associations in the valley to find a new solution to open pile burning.

**b) RV Storage – Clint Dudley**

Joleen reported invoices for use of the RV storage area went out several months ago, and all invoices had been paid. We do not anticipate members requesting to move into the storage area over the winter. District members who were on the waiting list were contacted as spaces became available.

**7) New Business**

**a) Update on Trail Easement and 15' parcel access issues**

Joleen reported she had forwarded an email on Monday, November 27, 2023, from Dan Bastian regarding the 15' access Bob Simpton had discussed earlier during a HOA board meeting. The Board will address this item at a future meeting after they have had the opportunity to view the property boundaries in person and review the report in depth.

**b) Update on Community Center A/C Project – Ian Wright**

Ian reported he met with Integrity Heating and Air to inspect discuss the opportunity of adding air conditioning to the Community Center. The current ducting systems are plumbed to be able to add refrigeration units to the existing central air. Frank Emsoff will forward bids to Ian for the Board to consider.

**c) Update on Solar Assessment / Viability**

Dale reported he is gathering information regarding usage in order to complete the assessment.

**d) Reserve Study Status Update**

Joleen reported she is working with the reserve specialist to complete the update. The reserve study will be a helpful piece of information with regard to the CSD – HOA Consolidation project.

**e) Report on the CSD – HOA Consolidation Project – Joe Smock**

Joe Smock reported he attended the HOA Board meeting on November 13<sup>th</sup>. He provided a history of the CSD and explained how a consolidation might benefit the community as a whole. A major improvement that would occur with the consolidation is that all Homeowners would have a voice in the decisions made regarding the community assets. Currently, only the 72 District members who are registered to vote in Plumas County are able to vote to elect Board members or increase dues for the Whitehawk Ranch CSD.

He reported on the results of the conference call that he, Earl Zeigler and Joleen Cline participated in with a representative of Plumas LAFCo. Joe reported HOA Attorney John Hansen is also interested in helping with the HOA part of the consolidation effort which would require a vote from the HOA members to approve both the consolidation and accepting responsibility for the assets. The Whitehawk CSD Plumas County Registered voters would also need to vote to dissolve the current Special District and pass responsibility and assets to the HOA.

The HOA agreed that the consolidation is in the long-term best interest of the Whitehawk property owners and pledged their support in the effort. Doug Hecker volunteered to serve as the HOA representative to a sub committee to work on this effort.

**f) Tax Assessment Increase Process**

Joleen reported she has the documents that were drafted when the Board decided to add a ballot measure to increase CSD assessments many years ago. The district can send their own ballots if the election does not fall within the timeline needed for county elections.

**g) Paint / Stain CSD Building Bid - pending**

**8) Adjournment**

*After review, upon motion duly made, seconded and unanimously carried, the Board moved to adjourn at 4:11 pm.*

**Whitehawk Ranch Mutual Water Company**  
**ADMINISTRATIVE SUPPORT SERVICES AGREEMENT**

This Service Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Whitehawk Ranch Community Services District (CSD) and Whitehawk Ranch Mutual Water Co. (“MWC”). For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

**1. ENGAGEMENT**

Upon the terms and subject to the conditions hereof, MWC hereby engages to provide CSD with the Administrative Support Service listed in Attachment A – Administrative Support Services for Whitehawk Ranch Community Services District. During the term hereof, MWC agrees to provide all administrative support services along with any other tasks requested by the CSD Board and agreed to by the MWC Board. Duties performed outside the scope of the Attachment A will be done on a time and material basis at an hourly rate not to exceed \$75.00.

**A. ELECTRONIC DOCUMENTATION**

All electronic documentation generated by the MWC doing the business of the CSD is the property of the CSD. The MWC shall exercise reasonable care to preserve this important data. MWC will use a reputable, offsite back up system. Upon termination of this contract, MWC will deliver to the Board Chairperson, an archive copy of all electronic data generated by MWC.

All active electronic documents, such as financial record keeping information, will be kept current until expiration of the contract. The data portion of these electronic records, as well as any templates or forms used to enter the data, along with information regarding the application software program and revision level that created the data, will be provided to the Board Chairperson and the successor contractor, if possible.

**B. MWC LIMITED LIABILITY**

The CSD expressly agrees that MWC’s liability arising from any failure to properly perform services will not exceed the lesser of: (1) the CSD’s actual damages caused by such failure to perform, or (2) an amount equal to twice the compensation payable to MWC for its monthly services. MWC will not be liable for any failure to perform due to conditions beyond its control.

**C. CONFIDENTIALITY**

MWC agrees to utilize every effort to maintain the confidentiality of all private information pertaining to the CSD and/or its individual members. The CSD agrees that MWC may, without liability, disclose any information pursuant to subpoena or other legal process or proceedings.

D. ATTORNEYS' FEES

In the event either party brings legal action to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, in addition to all other remedies provided by law.

E. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect.

H. AMENDMENT

No amendment or modification of this Agreement shall be effective unless signed by both parties.

I. TERM

The term of this Agreement runs November 1, 2023 through October 31, 2024, at which time it may be renewed, with modifications, for the following fiscal year. Either party may terminate this Agreement, with or without cause, with a 60-day written notice unless otherwise mutually agreed by the parties.

J. MWC COMPENSATION

The CSD will pay MWC a total of \$26,887.39 annually, payable in monthly installments of \$2,240.62 each by the 15th day of each month. In addition, CSD will reimburse MWC for paper, postage, envelopes, and reproduction costs necessary to complete all tasks included in the scope of work. MWC will bear the costs of computer, printer and scanning equipment, software, local travel, toner, and incidental office supplies.

ACCEPTANCE:

MWC Board of Directors

CSD Board of Directors

By \_\_\_\_\_  
Stephen Ursenbach, MWC Board President

By \_\_\_\_\_  
Doug Hecker, CSD Board Chairman

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

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

**ATTACHMENT A – ADMINISTRATIVE SUPPORT SERVICES for Whitehawk Ranch Community Services District for 11/01/2023 – 10/31/2024**

**List of Duties:**

**On a Weekly/Bi-Weekly Basis:**

- Retrieve and respond to District mail.
- Review and process accounts payable.
- Record all assessments transferred from the County Tax Collector to the District.

**On a Monthly Basis:**

- Reconcile all bank accounts.
- Prepare and distribute hard copy financial reports to keep the board up to date on all financial matters of the District. Maintain adequate back up of digital data.
- Make regular transfers into the applicable reserve accounts as directed by the Board.
- Prepare, coordinate duplication, and distribute agendas, minutes, and correspondence for up to 8 Board meetings per year.
- Attend meetings of the Board, provide financial reports, and serve as recording secretary for the Board meeting.

**On an Annual Basis:**

- Finalize, coordinate duplication, and distribute notices, statements and other correspondence as drafted and requested by the Board.
- Complete all tasks needed to conform with IRS regulations such as 1099 distribution.
- Prepare end of year reports and reconcile all budgetary and fiscal data for the purpose of providing the district CPA with a complete record for the all fiscal audits and reviews.
- Investigate and provide data to the board regarding matters of insurance.
- Complete Annual Secretary of State Filings
- Complete County Tax Collector Assessment Certification

**On a Continual Basis**

- Maintain Administrative files including official minutes, policies, and administrative documents.
- Finalize notices, letters and any other correspondence as drafted and requested by the Board and any committees thereof.
- Provide ongoing phone reception duties for all district matters during regular office hours (37 hours per week). Monday – Thursday 9 – 5, Friday 9 - 2
- Respond to requests for information from real estate agents, current and potential district members.
- Format and maintain the district web page with up-to-date information
- Program digital entry locks for the pool, community center, and exercise facility, and keep entry system updated according to District policy.
- Maintain official record of district members including emergency contact information.
- Maintain voluntary email communication list of district members.

## **ADDITIONAL CONTRACT PROVISIONS**

### F. Additional Provisions/Services

- (a) MWC shall transfer the applicable reserve amount funds into the reserve account as directed by the CSD Board of Directors.

The CSD agrees that each individual member is responsible for the payment of assessments and is responsible for informing MWC of any address changes in writing.

- (b) MWC prepared reports shall be delivered, mailed, or emailed to Board members at least three (4) days prior to regular board meeting. Such statements are not intended as reviews or audits, and, therefore, CSD Board understands that the use of such statements is limited, and they should be utilized and disseminated with discretion. MWC shall maintain adequate back up of all digital data



**WHITEHAWK RANCH MUTUAL WATER COMPANY**

PO BOX 147, CLIO, CA 96106  
(530) 836-4066 / FAX (530) 836-1613

**Contract Services Proposal to Whitehawk Ranch Community Services District for 2023-2024**

Provide the following services to the CSD daily throughout the year as defined by the Outside Contractor Services Description below. (Detailed Contract Services description attached.)

- Opening Pool and Pool Maintenance.
- CSD Landscape Maintenance.
- CSD Building Light Maintenance.
- CSD Equipment Maintenance and fuel.
- Burn Area Operating Support.
- Parking Lot Snow Removal

The MWCO will continue to regulate source water supply to the pond. Given raw water supply limitations, the CSD will obtain approval for any landscape additions that would require increased water usage.

Fixed price contract for the season is \$ 75,944.26

*Projects outside the scope of this service contract will be billed on a time and material basis including extending the seasonal pool closing beyond Labor Day Weekend.*

Building Maintenance Services include once per week thorough cleaning of the Community Center, Pool and Exercise facilities during the summer season, semi monthly during off-season and two deep cleaning services at the beginning of the season and prior to the annual meetings.

Fixed Price for Building Maintenance Services is \$ 5,460.00

Total Contract for 2024 is \$ 81,404.26

Contract Period: January 1, 2024 to December 31, 2024

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Stephen G. Ursenbach  
President, Whitehawk Ranch Mutual Water Company

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Doug Hecker  
Chairman, Whitehawk Ranch Community Services District