

**WRIGHTWOOD  
COMMUNITY  
SERVICES DISTRICT**

**JUNE 15, 2021**

**SPECIAL BOARD  
MEETING PACKET**

# WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397  
Special Meeting of the Board of Directors  
Tuesday, June 15, 2021-5:30pm  
Wrightwood Community Building  
1275 State Highway 2, Wrightwood, CA

## Agenda

### SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to our Board of Directors, District Staff, and general public, Wrightwood Community Services District will hold this meeting of its Board of Directors via teleconference. The public may participate in the meeting by teleconference as follows:

For best results please use your computer and the link on wrightwoodcsd.org website home page;

<https://zoom.us/j/9998961711?pwd=UmRqV0NpT09KY1FXRDfCMTBkc0dOQT09>

To raise your hand, go to the bottom of the screen, click on Participants, raise your hand is at the bottom of the listing. If instead you wish to use your phone, either cell or land line, call 301-715-8592

Use meeting number 999-896-1711# then hit # again

To raise your hand for public comments hit \*6

All audio and Video will be muted initially when joining the meeting.

### 5:30 PM – Call to Order

1. Roll Call
2. Agenda Approval
3. Public Comments: *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2021-01 adopted by the Board on March 2, 2021, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
4. Per Capita Grant Committee: Discussion and Possible Action
5. Lion's Club Rental and Telephone Book: Discussion and Possible Action
6. Public Hearing: Proposed Fiscal Year 2021-2022 Budget
7. Proposed Fiscal Year 2021-2022 Budget: Discussion and Possible Adoption of Budget
8. Resolution 2021-08 Annual Appropriations Limit for Fiscal Year 2021-2022: Discussion and Possible Action
9. Reopening Protocols: Discussion and Possible Action
10. Facility Use Agreement with Historical Society: Discussion and Review
11. Recess to Closed Session: Public Employee Performance Evaluation (Government Code Section 54957) Title: General Manager
12. Return to Open Session: Announcement of Reportable Closed Session Actions
13. Future Board Meeting – July 6, 2021: Discussion and Possible Action
14. Adjournment

## Wrightwood Community Services District

### THE VISION

To Empower our community to have local control by serving as a platform for community discussion, cohesion and action in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering.

To promote and grow a vibrant parks and recreation department for our community.

To maintain and enhance our current infrastructure

To economize our solid waste process and maximize our efficiency in executing them

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

## Wrightwood Community Services District

### THE MISSION

to provide local governance in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering in a fiscally responsible manner.

# ITEM 4

## PER CAPITA GRANT COMMITTEE:

### DISCUSSION AND POSSIBLE ACTION



# ITEM 5

## LION'S CLUB RENTAL AND TELEPHONE BOOK



I was approached twice by a member of the Lion's Club regarding the 2 most recent bills they had received for Bingo (\$110.75 & \$142.50). I reached out to Vicky to resolve the issue. It was suggested that the CSD and the Lion's Club will make a trade. The CSD will have an ad in the telephone book and the Lion's Club will pay the invoices (a wash between the 2). Also, the Lion's Club will use tablecloths during Bingo to avoid bleed through of the daubers onto the tables.



The Wrightwood Community Services District (WCSD) was formed on July 1, 2017 to establish local control of Parks and Recreation, Street Lights, Solid Waste and Waste Water powers. A small portion of property taxes, already collected from the San Bernardino County and Los Angeles County, are given directly to the WCSD instead of going to the Counties.

The Board of Directors are local Wrightwood residents that are elected by the local community.

WCSD general meeting on the first Tuesday of each month at 5:30pm in the Community Building at 1275 Hwy 2

The District office is open M-F 8am-1pm. The District observes the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Wrightwood Community Services District  
1275 Hwy 2  
P.O. Box 218  
Wrightwood, CA 92397  
(760) 249-3205  
[www.wrightwoodcsd.org](http://www.wrightwoodcsd.org)  
email: [office@wrightwoodcsd.org](mailto:office@wrightwoodcsd.org)

Board of Directors  
Leo Horydk, President  
[leo@wrightwoodcsd.org](mailto:leo@wrightwoodcsd.org)  
Chuck Franklin, Vice President  
[chuck@wrightwoodcsd.org](mailto:chuck@wrightwoodcsd.org)  
Michelle Schneider  
[michelle@wrightwoodcsd.org](mailto:michelle@wrightwoodcsd.org)  
Natalie Lopiccolo  
[natalie@wrightwoodcsd.org](mailto:natalie@wrightwoodcsd.org)  
Sadie Albers  
[sadie@wrightwoodcsd.org](mailto:sadie@wrightwoodcsd.org)  
General Manager  
[lori@wrightwoodcsd.org](mailto:lori@wrightwoodcsd.org)

#### Parks and Recreation:

All parks are open from Dawn to Dusk. Park Restrooms are open from 8 am to 8 pm. All Parks are smoke free zones except for the Veteran's Park.

Vivian Null Park  
Hollis Steward Park  
Skate Park  
Veterans Park  
Wrightwood Community Building  
Old Fire Station/Community Museum

Rental of any WCSD property by private or public entities:  
Requests and application may be obtained through the website

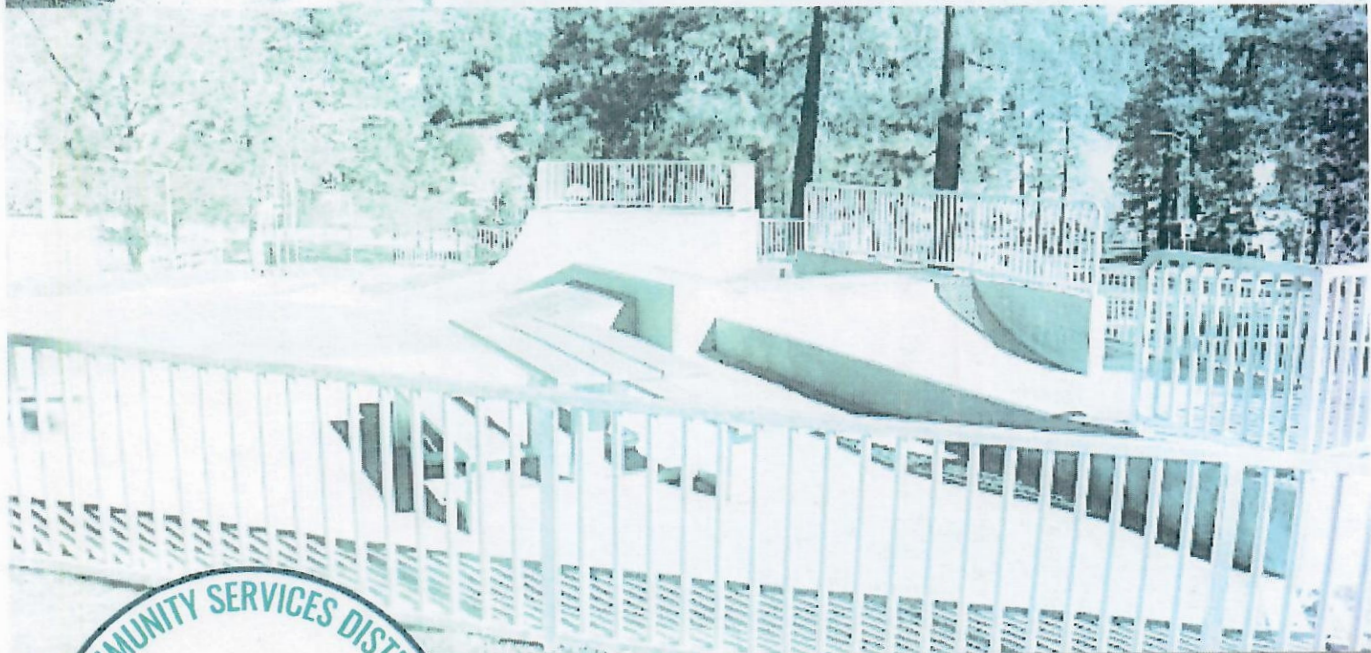


<https://www.facebook.com/wrightwoodcsd>

# Wrightwood

Community Services District – est 2017

Services • Parks & Recreations • Street Lights  
• Solid Waste and Recycling • Waste Water



Wrightwood Community Services District

1275 Hwy 2

P. O. Box 218

Wrightwood, CA 92397

(760) 249-3205

Office@wrightwoodcsd.org



# ITEM 6

## PUBLIC HEARING: PROPOSED FISCAL YEAR 2021-2022 BUDGET





# ITEM 7

## PROPOSED FISCAL YEAR 2021- 2022 BUDGET

### DISCUSSION AND POSSIBLE ADOPTION OF BUDGET



## Wrightwood Community Services District Profit & Loss Budget Performance July 2018 through June 2021

	<u>Jul '18 - Jun 19</u>	<u>Jul '19 - Jun 20</u>	<u>Jul '20 - Mar 21</u>	<u>EST FY 6/30/21</u>	<u>Proposed Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · Facility Rental</b>					
4000.1 · CC Parking Lot	1,445.00	742.50	1,905.00	2,540.00	1,300.00
4000.2 · Kitchen Fees	1,600.00	200.00	0.00	0.00	250.00
4000.3 · Old Firehouse / Museum	3,132.50	1,925.50	0.00	0.00	3,000.00
4000.4 · P A System	70.00	0.00	0.00	0.00	
4000.5 · Security - Cleaning Deposit	757.15	0.00	0.00	0.00	
4000.6 · Storage Fees	110.00	20.00	0.00	0.00	40.00
4000.7 · Vivian Null Park Stage	0.00	20.00	0.00	0.00	
4000.8 · WW Community Bldg	8,622.50	7,286.50	587.25	783.00	7,000.00
4000.99 · Miscellaneous	30.00	0.00	0.00	0.00	
4000 · Facility Rental - Other	0.00	300.00	0.00	0.00	0.00
<b>Total 4000 · Facility Rental</b>	<b>15,767.15</b>	<b>10,494.50</b>	<b>2,492.25</b>	<b>3,323.00</b>	<b>11,590.00</b>
4100 · Property Tax	139,979.19	139,756.28	99,438.66	140,000.00	140,000.00
4200 · Solid Waste Franchise Fee	82,253.71	77,551.33	68,593.85	78,000.00	78,000.00
4300 · Solid Waste Fees	227,841.65	226,364.93	152,608.57	227,000.00	229,000.00
<b>4400 · Sports League</b>					
4400.2A · Softball	0.00	7,400.00	0.00		5,000.00
4400.2D · Corn Hole	0.00	1,050.00	0.00		500.00
4401 · Donation Activities	0.00	1,148.19	0.00		
4400 · Sports League - Other	18,670.04	0.00	0.00	0.00	10,000.00
<b>Total 4400 · Sports League</b>	<b>18,670.04</b>	<b>9,598.19</b>	<b>0.00</b>	<b>0.00</b>	<b>15,500.00</b>
4500 · Donations	400.00	200.00	1,500.00		
4900 · Misc Refunds Rebates	0.00	906.07	0.00		
<b>Total Income</b>	<b>484,911.74</b>	<b>464,871.30</b>	<b>324,633.33</b>	<b>448,323.00</b>	<b>474,090.00</b>
<b>Gross Profit</b>	<b>484,911.74</b>	<b>464,871.30</b>	<b>324,633.33</b>	<b>448,323.00</b>	<b>474,090.00</b>
<b>Expense</b>					
5000 · Advertising & Marketing	8,774.04	689.09	382.50	510.00	1,000.00
5010 · Bank Charges & Fees	423.71	216.97	-188.00	-250.67	0.00
5015 · Credit Card Fees	0.00	1.90	0.00	0.00	50.00

**Wrightwood Community Services District**  
**Profit & Loss Budget Performance**  
July 2018 through June 2021

	<u>Jul '18 - Jun 19</u>	<u>Jul '19 - Jun 20</u>	<u>Jul '20 - Mar 21</u>	<u>EST FY 6/30/21</u>	<u>Proposed Budget</u>
5020 · Depreciation	28,385.18	33,240.17	0.00	0.00	
5025 · Grant Expense	0.00	0.00	99.00	132.00	
5030 · Dues & Subscriptions				0.00	
5030.1 · LAFCO Apportionments	382.00	1,058.25	0.00	1,000.00	1,000.00
5030.2 · Memberships	1,923.00	2,101.15	1,903.00	2,537.33	2,100.00
5030 · Dues & Subscriptions - Other	-375.00	0.00	0.00	0.00	500.00
<b>Total 5030 · Dues &amp; Subscriptions</b>	<b>1,930.00</b>	<b>3,159.40</b>	<b>1,903.00</b>	<b>3,537.33</b>	<b>3,600.00</b>
5040 · Election Costs	0.00	0.00	0.00	41,000.00	11,000.00
5050 · Equipment	1,758.92	808.98	0.00	0.00	800.00
5060 · Green Waste Fees - FSC	4,510.00	0.00	0.00	0.00	4,510.00
5070 · Insurance				0.00	
5070.1 · Property & Liability	7,216.98	7,818.78	9,848.10	9,848.10	10,000.00
5070.2 · Workers Compensation	3,759.25	1,169.85	3,001.09	3,001.09	3,100.00
5070 · Insurance - Other	0.00	0.00	0.00	0.00	0.00
<b>Total 5070 · Insurance</b>	<b>10,976.23</b>	<b>8,988.63</b>	<b>12,849.19</b>	<b>12,849.19</b>	<b>13,100.00</b>
5080 · Meals & Entertainment	419.36	73.09	0.00	0.00	100.00
5085 · Donation Expense	0.00	0.00	1,100.00	1,466.67	0.00
5090 · Office Admin					
5090.1 · Office Equipment	2,282.61	348.57	0.00	0.00	2,200.00
5090.2 · Online Software	944.85	983.62	339.86	453.15	1,000.00
5090.3 · Postage	1,117.00	59.69	110.00	146.67	110.00
5090.4 · Printing	238.06	849.17	0.00	0.00	500.00
5090.5 · Supplies	3,952.26	1,592.83	585.30	780.40	2,000.00
5090.6 · SW Dump Card					
5090.61 · Dump Card Printing	0.00	1,947.87	1,464.53	1,952.71	2,000.00
5090.62 · Dump Card Postage	0.00	985.73	0.00	1,000.00	1,000.00
5090.63 · Dump Cards Supplies	5,405.00	631.11	361.37	481.83	500.00
5090.6 · SW Dump Card - Other	0.00	0.00	0.00	0.00	0.00
<b>Total 5090.6 · SW Dump Card</b>	<b>5,405.00</b>	<b>3,564.71</b>	<b>1,825.90</b>	<b>3,434.53</b>	<b>3,500.00</b>
5091 · Training	0.00	15.95	0.00	0.00	50.00
<b>Total 5090 · Office Admin</b>	<b>13,939.78</b>	<b>7,414.54</b>	<b>2,861.06</b>	<b>4,814.75</b>	<b>9,360.00</b>

**Wrightwood Community Services District  
Profit & Loss Budget Performance  
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<b>5100 · Payroll Expenses</b>					
5100.1 · Administrative Staff	21,823.18	17,149.49	13,963.80	18,618.40	20,000.00
5100.2 · GM Salaries	49,226.23	36,816.79	28,823.03	37,065.00	37,065.00
5100.3 · Park Maintenance	9,148.25	13,805.25	11,780.07	15,706.76	18,000.00
5100.4 · Overtime	494.55	367.20	0.00	0.00	
5100.5 · Parks & Recreation Coordinator	0.00	367.50	0.00	0.00	14,000.00
5100 · Payroll Expenses - Other	0.00	631.50	0.00		
<b>Total 5100 · Payroll Expenses</b>	<b>80,692.21</b>	<b>69,137.73</b>	<b>54,566.90</b>	<b>71,390.16</b>	<b>89,065.00</b>
<b>5110 · Payroll Tax Expense</b>					
5110.1 · Federal Payroll Taxes	6,709.45	6,017.35	3,985.02	5,313.36	6,500.00
5110.2 · State Payroll Taxes	1,588.06	0.00	1,009.36	1,345.81	1,500.00
<b>Total 5110 · Payroll Tax Expense</b>	<b>8,297.51</b>	<b>6,017.35</b>	<b>4,994.38</b>	<b>6,659.17</b>	<b>8,000.00</b>
<b>5120 · Permits &amp; Licenses</b>					
5120.1 · Health Permit	520.00	0.00	520.00	520.00	550.00
5120.2 · Suppression System	0.00	0.00	0.00	400.00	300.00
<b>Total 5120 · Permits &amp; Licenses</b>	<b>520.00</b>	<b>0.00</b>	<b>520.00</b>	<b>920.00</b>	<b>850.00</b>
<b>5130 · Professional Services</b>					
5130.1 · Accounting	6,015.00	-1,800.00	0.00	0.00	0.00
5130.2 · Audit	17,850.00	17,270.00	14,750.00	19,666.67	12,000.00
5130.3 · Legal Services	36,793.75	41,150.00	23,856.25	31,808.33	36,000.00
5130.4 · Website Development	1,666.67	0.00	0.00		
5130.5 · Payroll Processing	0.00	1,107.99	1,067.35	1,423.13	1,550.00
<b>Total 5130 · Professional Services</b>	<b>62,325.42</b>	<b>57,727.99</b>	<b>39,673.60</b>	<b>52,898.13</b>	<b>49,550.00</b>
<b>5140 · Rent &amp; Lease</b>					
5140.1 · Porta Potty Winter/Spring)	3,002.46	5,387.75	6,054.73	6,055.00	7,500.00
5140 · Rent & Lease - Other	148.94	0.00	0.00		
<b>Total 5140 · Rent &amp; Lease</b>	<b>3,151.40</b>	<b>5,387.75</b>	<b>6,054.73</b>	<b>6,055.00</b>	<b>7,500.00</b>
<b>5150 · Repairs &amp; Maintenance</b>					
5150.1 · Equipment	2,908.49	1,687.60	1,944.00	2,592.00	2,000.00
5150.2 · Facility Maintenance	4,187.20	5,134.36	9,451.99	12,602.65	15,000.00
5150.3 · Job Supplies	6,706.00	11,320.27	5,131.50	6,842.00	9,000.00

## Wrightwood Community Services District Profit & Loss Budget Performance July 2018 through June 2021

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5150.4 · Plumbing Repairs	1,937.24	599.77	307.65	410.20	800.00
5150.5 · Property	1,026.20	2,158.61	875.00	1,166.67	2,900.00
5150.6 · Septic Maintenance	1,825.00	550.00	1,320.00	1,760.00	2,400.00
5150.7 · Street Lights	0.00	0.00	0.00	0.00	0.00
5150 · Repairs & Maintenance - Other	200.00	0.00	0.00	0.00	0.00
<b>Total 5150 · Repairs &amp; Maintenance</b>	<b>18,790.13</b>	<b>21,450.61</b>	<b>19,030.14</b>	<b>25,373.52</b>	<b>32,100.00</b>
5160 · Security	585.72	3,009.48	725.17	725.17	850.00
5180 · Services					
5180.1 · Classes	245.00	0.00	0.00		
5180.2 · Sports League					
5180.2C · Flag Football	0.00	566.01	0.00	0.00	600.00
5180.2A · Softball	4,086.34	3,844.66	0.00	0.00	1,500.00
5180.2B · Soccer	369.75	383.40	0.00	0.00	375.00
5180.2C · Cornhole	0.00	438.09	0.00	0.00	225.00
5180.2D · Other Park & Rec Expenses	0.00	1,473.70	0.00	0.00	50.00
5180.2 · Sports League - Other	3,049.36	220.65	0.00		
<b>Total 5180.2 · Sports League</b>	<b>7,505.45</b>	<b>6,926.51</b>	<b>0.00</b>	<b>0.00</b>	<b>2,750.00</b>
5182 · Services Coordinator	0.00	2,655.00	0.00		
5180 · Services - Other	0.00	1,600.00	1,460.00	0.00	0.00
<b>Total 5180 · Services</b>	<b>7,750.45</b>	<b>11,181.51</b>	<b>1,460.00</b>	<b>0.00</b>	<b>2,750.00</b>
5190 · Solid Waste Disposal Fees	93,214.65	132,577.40	121,104.21	161,472.28	150,000.00
5210 · Telephone					
5210.2 · Internet	114.00	0.00	0.00		
5210.3 · Office Phone	829.21	1,486.10	1,073.53	1,431.37	1,500.00
<b>Total 5210 · Telephone</b>	<b>943.21</b>	<b>1,486.10</b>	<b>1,073.53</b>	<b>1,431.37</b>	<b>1,500.00</b>
5220 · Travel	0.00	67.28	0.00	0.00	100.00
5230 · Unapplied Cash Bill Payment Exp	0.00	0.00	0.00		
5240 · Utilities					
5240.1 · Electric					
5240.1A · Community Center	3,579.37	3,792.58	2,496.38	3,328.51	4,000.00
5240.1B · Museum	912.45	641.25	358.37	477.83	700.00

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5240.1C · Street Lights	3,441.16	4,003.35	3,720.16	4,960.21	4,000.00
5240.1D · Electrical Panel	0.00	0.00	129.74	172.99	150.00
<b>Total 5240.1 · Electric</b>	<b>7,932.98</b>	<b>8,437.18</b>	<b>6,704.65</b>	<b>8,939.53</b>	<b>8,850.00</b>
<b>5240.2 · Gas</b>					
5240.2A · Community Center	1,792.19	2,089.40	1,580.91	2,107.88	2,500.00
5240.2B · Museum	897.67	734.53	600.39	800.52	800.00
<b>Total 5240.2 · Gas</b>	<b>2,689.86</b>	<b>2,823.93</b>	<b>2,181.30</b>	<b>2,908.40</b>	<b>3,300.00</b>
<b>5240.3 · Trash</b>					
5240.3A · Community Center	29,711.86	2,162.52	1,615.94	2,154.59	2,200.00
5240.3 · Trash - Other	0.00	0.00	36.73	48.97	0.00
<b>Total 5240.3 · Trash</b>	<b>29,711.86</b>	<b>2,162.52</b>	<b>1,652.67</b>	<b>2,203.56</b>	<b>2,200.00</b>
<b>5240.4 · Water</b>					
5240.4A · Community Center	2,689.20	3,206.88	2,950.59	3,934.12	3,000.00
5240.4B · Museum	247.23	299.89	202.48	269.97	300.00
<b>Total 5240.4 · Water</b>	<b>2,936.43</b>	<b>3,506.77</b>	<b>3,153.07</b>	<b>4,204.09</b>	<b>3,300.00</b>
5240 · Utilities - Other	0.00	0.00	0.00	0.00	0.00
<b>Total 5240 · Utilities</b>	<b>43,271.13</b>	<b>16,930.40</b>	<b>13,691.69</b>	<b>18,255.59</b>	<b>17,650.00</b>
5300 · Capital Outlay	0.00	0.00	0.00		
<b>5900 · Debt Service</b>					
5900.1 · Principal Expense	0.00	0.00	1,262.51	0.00	0.00
5900.2 · Interest	500.00	134.00	0.00		
5900 · Debt Service - Other	0.00	0.00	0.00		
<b>Total 5900 · Debt Service</b>	<b>500.00</b>	<b>134.00</b>	<b>1,262.51</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expense</b>	<b>391,159.05</b>	<b>379,700.37</b>	<b>283,163.61</b>	<b>409,239.67</b>	<b>403,435.00</b>
<b>Net Ordinary Income</b>	<b>93,752.69</b>	<b>85,170.93</b>	<b>41,469.72</b>	<b>39,083.33</b>	<b>70,655.00</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
4600 · Interest Income	0.00	151.26	325.85	434.47	25.00
<b>Total Other Income</b>	<b>0.00</b>	<b>151.26</b>	<b>325.85</b>	<b>434.47</b>	<b>25.00</b>
<b>Other Expense</b>					
7100 · Capital Outlay Expense	0.00	0.00	0.00	0.00	0.00

**Wrightwood Community Services District**  
**Profit & Loss Budget Performance**  
 July 2018 through June 2021

	<u>Jul '18 - Jun 19</u>	<u>Jul '19 - Jun 20</u>	<u>Jul '20 - Mar 21</u>	<u>EST FY 6/30/21</u>	<u>Proposed Budget</u>
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	151.26	325.85	434.47	25.00
Net Income	<u>93,752.69</u>	<u>85,322.19</u>	<u>41,795.57</u>	<u>39,517.80</u>	<u>70,680.00</u>
Contingency (10% of Total Expense)				<u>39,982.00</u>	<u>40,343.50</u>
Net Income				<u>(464.20)</u>	<u>30,336.50</u>

Draft

# ITEM 8

## RESOLUTION 2021-08 ANNUAL APPROPRIATIONS LIMIT:

## DISCUSSION AND POSSIBLE ACTION





**RESOLUTION NO. 2021-08**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021/2022**

WHEREAS, the Wrightwood Community Services District (“the District”) is a community services district organized and operating pursuant to California Government Code Section 61000 et seq; and

WHEREAS, Section 61113 of the Government Code requires the District’s Board of Directors to adopt a resolution establishing its appropriations limit, if any, and make other necessary determinations for the following fiscal year pursuant to Article XIII B of the California Constitution, on or before July 1 of each year; and

WHEREAS, Article XIII B of the Constitution of the State of California, as approved by the voters at the special statewide election held on November 6, 1979, provides for an annual appropriations limitation for local jurisdictions adjusted for changes in population and consumer prices index; and

WHEREAS, the State legislation added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or noticed special meeting and that fifteen (15) days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

WHEREAS, Section 7902 of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for each fiscal year; and

WHEREAS, the District’s Board of Directors wishes to establish the appropriations limit for the forthcoming fiscal year for the Wrightwood Community Services District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wrightwood Community Services District as follows:

Section 1. The appropriations limit for the Wrightwood Community Services District for Fiscal Year 2021/2022 (the “Fiscal Year”), as established in accordance with Section 7902 of the Government Code, is set forth as \$665,236.

Section 2. It is hereby found and determined that the documentation used in establishing the appropriations limit for the Fiscal Year was available to the public in the Office of the District at least fifteen (15) days prior to this date.

Section 3. This Resolution shall take effect immediately upon adoption.

Section 4. The General Manager is hereby authorized and directed to file a certified copy of this Resolution with the Clerk of the Board of Supervisors and Office of the State Auditor/Controller forty-five (45) days after the effective date of the resolution.

ADOPTED this 15<sup>th</sup> day of June 2021.

X

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Leo Hordyk  
President of Wrightwood Community Servic...

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

I, Lori Golden, General Manager of the Board of Directors of the Wrightwood Community Services District, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-08, was duly adopted by the Board of Directors of said District at a special meeting of said Board held on the 15<sup>th</sup> day of June 2021, and that it was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

X

---

Lori Golden  
General Manager of the Wrightwood Comm...

# ITEM 9

## REOPENING PROTOCOLS:

## DISCUSSION AND POSSIBLE ACTION



June 15, 2021 has been set as the date for the State of California to reopen from the pandemic. Current guidelines state that businesses will be open without capacity limits and masks will be as follows:

"Fully vaccinated people can resume activities without wearing a mask or physically distancing, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance."

"Unvaccinated or partially vaccinated individuals will still be required to wear facial coverings outside of their home. Unvaccinated Californians, can only take off their masks in public when they're outside and can maintain 6 feet of distance with others."

Based upon this information, I am recommending that we open our buildings up to pre-Covid19 usage. For the mask issue, we will need to have notices out that unvaccinated visitors will need to wear masks and not wearing a mask attests that they have been vaccinated. We could ask for documentation to be signed by all not wearing masks but I feel this would be too cumbersome to manage.

# ITEM 10

## FACILITY USE AGREEMENT WITH HISTORICAL SOCIETY:

### DISCUSSION AND REVIEW



## FACILITY USE AGREEMENT

THIS AGREEMENT is made this 1 day of October, 2019, by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a public agency (hereinafter "the District"), and WRIGHTWOOD HISTORICAL SOCIETY, INC., a California non-profit corporation (hereinafter "the Society").

### RECITALS

A. The District is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.

B. The Society is a non-profit corporation organized and operating pursuant to Internal Revenue Code Section 501(c)(3) and the laws of the State of California.

C. The District is the owner of certain real property located at 6000 Cedar Street in the Town of Wrightwood ("Town"), State of California, which is more particularly described as Assessors Parcel Number 0355-165-03 in the County of San Bernardino, and as further described as Lot 12 of Tract No. 3237 as per Map recorded in Book 43 of Maps, pages 43 and 44, Records of said County ("the Property"). The District also owns a building on the Property that is approximately 1,724 square feet in size ("the Building").

D. The Society wishes to temporarily use approximately 978 square feet of space within the Building as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference [i.e., the entirety of the Building except the Meeting Room ("the Premises")] for the purpose of displaying various Town artifacts and operating a museum.

E. The purpose of this Agreement is to set forth the terms and conditions under which the District will permit the Society to temporarily use the Premises.

### COVENANTS

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

#### Section 1. AUTHORIZATION

The District hereby permits the Society to temporarily use the Premises, and the remainder of the Building, in the limited manner as strictly provided in this Agreement, including but not limited to the terms, conditions, and schedule of the Operating Plan set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The Society has inspected the Premises and agrees that the acreage stated herein is only approximate and the District does not hereby warrant or guarantee the actual amount of acreage stated in this Agreement.

## Section 2. TERM

The term of this Agreement shall commence on August 1, 2019, and shall continue until terminated by either party hereto upon sixty (60) days written notice to the other party ("the Term"), unless earlier terminated by the District pursuant to the provisions of Section 15 of this Agreement.

## Section 3. USE

The Society's use of the Premises shall be strictly limited to the display of Town artifacts and the operation of a museum in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement. Additionally, subject to the prior written approval of the District, the Society may use the remainder of the Building as an area for workshops, receptions, and commemorative events in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement, provided that such use does not interfere with other uses of the Building that have been approved by the District. The Society agrees not to use or permit the use of the Premises and/or the Building for any purpose not specifically allowed in this Agreement and any amendments thereto without first obtaining prior written consent from the District. The Society also agrees to exercise due diligence in the protection of the Premises and the Building from damage or destruction by fire, vandalism, earthquake, floods, or other cause.

## Section 4. NO WASTE, NUISANCE, OR UNLAWFUL USE

The Society shall not commit, or allow to be committed, on the Property any waste thereon, nor the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial, or disposal of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree, nor create or allow any nuisance to exist on the Property, nor permit any unlawful or undocumented workers on the Property, nor use or allow the Property to be used for any illegal or unconstitutional purpose. The Society, at its sole cost and expense, shall be solely responsible for ensuring that the Society's use and occupancy of the Premises and the Building comply with the requirements of all applicable local, state, and federal authorities now in force, or which may be in force, including but not limited to the District's ordinances, resolutions, rules, and regulations.

## Section 5. REPAIRS AND MAINTENANCE

The Society, at its own expense, shall be responsible for routine maintenance and cleaning of the Premises and the Building, as well as all costs associated with any repair and/or replacement of the Premises and the Building caused by the acts or omissions of the Society and/or its officers, employees, volunteers, agents, guests, and/or invitees. The Society shall not alter the Premises nor construct any improvements thereon without the prior written consent of the District.

Section 6. LIENS

The Society shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, citation, abatement order, encumbrance, or claim on or with respect to the Property, other than the respective rights of the District and the Society as provided in this Agreement and any amendments thereto. The Society shall promptly, at its own expense, take such action as may be necessary to immediately discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim as the same shall arise out of the operation of this tenancy. The Society shall reimburse the District for any expense incurred by the District to discharge or remove any such mortgage, pledge, lien, charge, citation, order, encumbrance, or claim.

Section 7. ACCESS TO PREMISES

The District shall have reasonable access to the Premises and the Building at all times during the term of this Agreement.

Section 8. OTHER PROPERTY INTERESTS

The Society's rights under this Agreement are subject to all applicable leases, agreements, easements, licenses, and other rights currently in existence. The Society shall not interfere, in any way, with the interests of any person or entity that may presently, or in the future, hold any easement, license, agreement, right, or other interest, upon, across, above, or under the Property; nor shall the Society interfere, in any way, with the rights of ingress and egress of such interest holders. The District further reserves the right to grant additional leases, agreements, easements, licenses, interests, and/or rights to other parties as may be deemed necessary by the District in its sole discretion, including such arrangements as the District may make with other parties for their use of the Building.

Section 9. NON-DISCRIMINATION

The Society shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in its ownership, employment, selection of contractors, subcontractors, and vendees, or in the enjoyment, use, and occupancy of the Premises and/or the Building.

Section 10. NO REPRESENTATIONS, WARRANTIES, OR WATER RIGHTS

It is expressly understood by the parties hereto that the physical condition of the Premises as of the effective date of this Agreement is such that it is leased to the Society as-is without any representation or warranty. The District makes no express or implied representations or warranties concerning the Property or its fitness for any particular purpose. The Society shall bear the costs of any action necessary to place the Premises and/or the Building in a condition



that is suitable for the uses contemplated by the Society herein. The District shall not be held liable to the Society or to any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Property or any use or failure thereof.

Section 11. LIABILITY FOR DAMAGES

The District shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement, or for any damage claims for injury to persons, including the Society and its agents or employees, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to the Society's obligations hereunder or its use or occupancy of the Premises and/or the Building, including those arising out of damages or losses occurring on the Property or areas adjacent thereto.

The Society hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code § 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"

the Society expressly waives and relinquishes all rights and benefits afforded to the Society thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Society understands and acknowledges the significance and consequences of such specific waiver of Civil Code § 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above. The Society must also require all of its workers and/or volunteers participating in activities on the Property to duly execute a written release on a separate form approved in writing by the District and filed with the District.

Section 12. HOLD HARMLESS

Excepting the sole or active negligence or willful misconduct of the District, the Society agrees to indemnify and hold the District and its officers, directors, agents, and employees, harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Society and/or its subtenants, agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the performance of their obligations under this Agreement or their use and/or occupancy of the Premises and/or the Building, and defend the District and its officers, directors, agents, and

employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the Society agrees to defend, indemnify, and hold the District and its officers, directors, agents, and employees harmless from and against and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the District and/or the Society, with regard to the condition of the Property or the activities conducted thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, statute, rule, regulation, or otherwise).

### Section 13. INSURANCE

(a) Security. The District reserves the right to demand at any time during the term of this Agreement and any extensions thereof that the Society procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

(b) Coverage. In addition, the Society shall procure and maintain during the term of this Agreement and any extensions thereof such policies of insurance as will protect it and the District in such a manner and in such amounts as set forth below. The premiums for such insurance coverage shall be paid by the Society. The failure to comply with these insurance requirements may constitute a material breach of this Agreement at the sole discretion of the District.

(1) Certificates of Insurance. No later than ten (10) calendar days after execution of this Agreement, the Society shall furnish the District with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

(2) Required Provisions. The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):

(i) Primary Coverage. The insurance policies provided by the Society shall be primary insurance and any self-insured retention and/or insurance carried by or available to the District or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the District shall not contribute to any loss or expense under the Society's insurance.

(ii) Additional Insured. The policies of insurance provided by the Society, except Workers' Compensation, shall include as additional insureds: The District, its

directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

(iii) Cancellation. Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the District, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

(iv) Waiver of Subrogation. The insurance policies provided by the Society shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Agreement, or (2) allow the Society to waive subrogation, in writing, before any loss, in which case this provision of the Agreement shall be deemed to be the Society's written waiver of subrogation against the District for any and all losses covered by any and all insurance policies required under this Agreement.

(v) Claim Reporting. The Society shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the District.

(vi) Deductible/Retention. If the insurance policies provided by the Society contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to the District under such policies. The Society shall be solely responsible for any such deductible or self-insured retention and the District, in its sole discretion, may require the Society to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(3) Insurance Company Requirements. The Society shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

(4) Policy Requirements. The insurance required under this Agreement shall meet or exceed the following minimum requirements: The Society shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim. The policy shall include, but not be limited to, coverage for bodily injury, property damage, fire legal liability, personal injury, products, completed operations and contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability

insurance policy is written on a "claims made" basis, coverage shall extend for two years after expiration or termination of this Agreement.

#### Section 14. DEFAULT

The following shall be deemed events of default and cause for immediate termination of this Agreement by the District:

(a) Destruction. If during the term of this Agreement, the Premises is damaged or destroyed by fire, earthquake, or the elements so as to render the Premises unfit for occupancy, then at the option of the District this Agreement may be terminated as of the date of such calamity, and the Society shall immediately surrender possession of the Premises without any entitlement to damages or other relief for said loss of use.

(b) Insolvency. The Society becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(c) Receivership. A receiver or trustee is appointed for all or substantially all of the assets of the Society.

(d) Abandonment. The Society deserts or vacates any substantial portion of the Premises.

(e) Breach. The Society fails to comply with any term, condition, or covenant of this Agreement.

#### Section 15. REMEDIES FOR BREACH

Upon the occurrence of any event of default described in Section 14 of this Agreement, the District shall give the Society written notice thereof and shall have the option to pursue any one or more of the following remedies, with or without the benefit of court order, in addition to its other rights and remedies under the law:

(a) Reentry. Enter upon the Property and perform whatever act the Society is obligated to perform under the terms of this Agreement; and the Society agrees to reimburse the District, on demand, for any expenses which the District may incur in effectuating compliance with the Society's obligations under this Agreement, and the Society further agrees that the District shall not be liable for any damages resulting from such actions.

(b) Eviction. Enter upon and take possession of the Property and any personal property found thereon, and expel or remove the Society and/or any person who may be occupying the Property, or any part thereof, without being liable for prosecution or any claim for damages therefor, and subsequently use and/or sublease the Property in any manner deemed appropriate by the District. The District may store any personal property removed from the

Property in a public warehouse or at another place of the District's choosing within the County of San Bernardino at the Society's expense or to the Society's account.

(c) Termination. Termination of this Agreement, in which case the Society shall immediately surrender the Premises to the District, and if the Society fails to do so, the District may, without prejudice to any other remedy which it may have for possession or arrearages in rent or receipts, enter upon and take possession of the Property and expel or remove the Society and any other person who may be occupying the Premises, or any part thereof, without being liable for prosecution or any claim of damages therefor; and the Society agrees to pay to the District, on demand, the full amount of all loss and damage which the District may suffer by reason of such termination.

#### Section 16. EFFECT OF DISTRICT'S WAIVER

Any failure by the District to enforce any provision of this Agreement, or any waiver thereof by the District, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

#### Section 17. CONDEMNATION OF PROPERTY

Should all or any part of the Property be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Agreement, any and all damages and compensation awarded or paid because of the taking shall belong to the District.

#### Section 18. ATTORNEYS' FEES

If either the District or the Society is the prevailing party in any legal dispute caused by the non-prevailing party, which said legal dispute arose out of, under, in connection with, or in relation to this Agreement, and any amendments thereto, or the breach thereof, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys fees and costs actually incurred by the prevailing party in connection therewith. In any such action, arbitration, mediation, or other proceeding, the entitlement to recover attorneys fees and costs will be considered an element of costs and not of damages.

#### Section 19. NOTICE

All notices, demands, or other writing in this Agreement required to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the District:           Wrightwood Community Services District  
                                  Post Office Box 218  
                                  Wrightwood, CA 92397  
                                  Attention: General Manager

To the Society: Wrightwood Historical Society, Inc.  
Post Office Box 486  
Wrightwood, CA 92397  
Attention: Vice-President

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Section 20. SUCCESSORS AND ASSIGNS

The Society shall not sublet, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Property, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except the Society's agents and employees, to occupy the Property or any part thereof, without first obtaining the written consent of the District. Any such consent by the District shall not constitute consent to any subsequent assignment, sublease, or occupation by the Society or other persons. The Society's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Agreement at the District's option. The Society's interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District. Further, any change in stock ownership of the Society which results in a transferee, who is other than a stockholder of the Society at the time of executing this Agreement, receiving a beneficial ownership of, or interest in, any outstanding stock of the Society, shall be deemed an assignment prohibited by this Section, unless the written consent of the District be obtained.

Section 21. INUREMENT

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 22. INTEGRATION AND AMENDMENT

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties and their predecessors-in-interest in connection therewith. This Agreement may not be amended unless in writing and signed by both parties hereto.

Section 23. CAPTIONS

The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

Section 24. INTERPRETATION AND ENFORCEMENT

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court located in the State of California with jurisdiction covering the location of the Property.

Section 25. TIME OF THE ESSENCE

Time is of the essence in this Agreement and each and every provision thereof.

Section 26. AUTHORITY

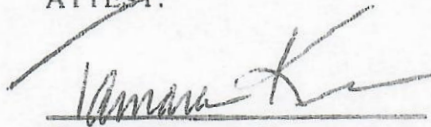
The persons executing this Agreement hereby represent and warrant that they are fully and duly authorized and empowered to so execute on behalf of each of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WRIGHTWOOD COMMUNITY SERVICES  
DISTRICT

By:   
\_\_\_\_\_  
President, Board of Directors

ATTEST:

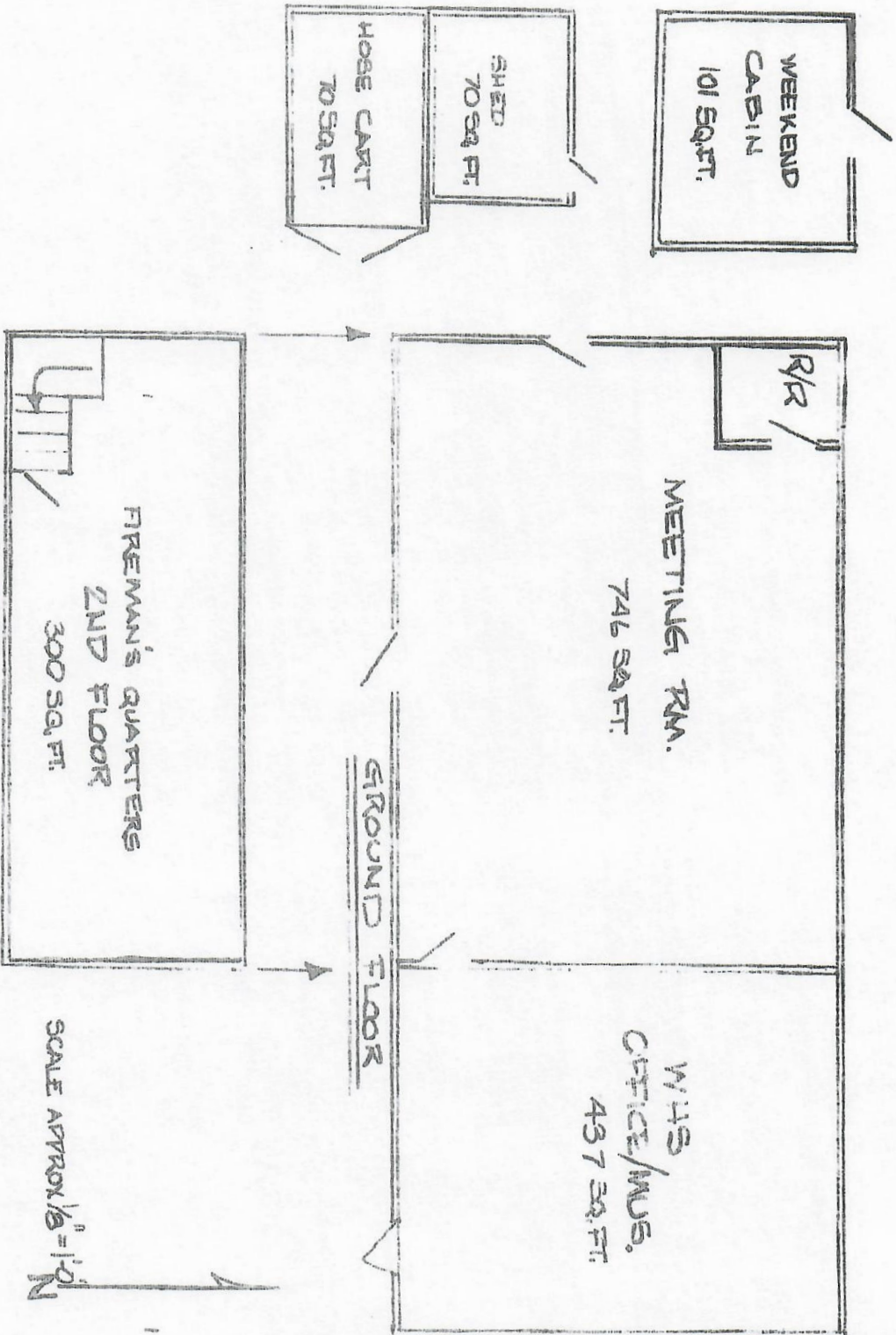
  
\_\_\_\_\_  
Secretary

WRIGHTWOOD HISTORICAL SOCIETY, INC.

By:   
\_\_\_\_\_  
Lee Pardee, Vice-President

(ATTEST: NOTARY PUBLIC)

EXHIBIT 'A'



6000 CEDAR ST.

WRIGHTWOOD HISTORICAL SOCIETY

SQ. FT. APPROX.



### OPERATING PLAN

1. The Historical Society is responsible for cleanup after their meetings/events etc.
2. The Historical Society will schedule events with the CSD.
3. The CSD will provide weekly cleaning of the Museum property.
4. The CSD will provide a monthly calendar of events on the property.
5. The Historical Society is responsible for regular maintenance of the property (items up to \$300).
6. The CSD is responsible for major maintenance items (items over \$300).
7. The CSD holds keys and alarm codes for the building. Any additional keys/alarm codes must be requested from the CSD. Lost keys will result in a charge to change the locks and replace the keys.
8. Any changes to the structure must be cleared with the CSD.

# ITEM 11

RECESS TO CLOSED SESSION:

## PUBLIC EMPLOYEE PERFORMANCE EVALUATION



# ITEM 12

RETURN TO OPEN SESSION:

ANNOUNCEMENT OF  
REPORTABLE ACTION



# ITEM 13

## FUTURE BOARD MEETING

JULY 6, 2021:

## DISCUSSION AND POSSIBLE ACTION



# ITEM 14

# ADJOURNMENT

