

ITEM 9

THRIFT STORE:

DISCUSSION AND POSSIBLE ACTION



During the April 6, 2021 meeting this subject was tabled until this month. At this time, I am not aware of any property that would be donated to use as a thrift store. My estimate of costs for a thrift store are as follows:

Employee (3 days a week 8 hours a day)	24 * \$15 = \$360 per week
Employer taxes	\$54 per week
Utilities (24 hours per week \$50 per month)	\$12.50 per week
Supplies (hangers, paper, receipts etc. \$80 per month)	\$20 per week
Fees (banking, credit card)	\$8 per week
	\$454.50 per week
	\$1,818 per month

With most of the items that would be in a thrift store selling for under \$5, that would mean we would need to sell at least 364 items per month to cover costs. This is without rent. I do not think a thrift store is feasible at this time.

ITEM 10

CAPITAL IMPROVEMENTS
RESERVE
ACCOUNT/RESERVE
POLICY:
DISCUSSION
AND
POSSIBLE ACTION



During the May 4, 2021 meeting, this item was tabled until this month. We do not have a Capital Improvement Reserve account at this time. In order to fund some of our improvements, it has been suggested to approve the creation of a Capital Improvements Reserve Account. Approval would require the Reserve Policy to be updated to reflect the new account.

The majority of our income comes in during December and April. Since we are now in July, we would have 5 months expenses to cover without much income. Our monthly expenses run about \$30,000 a month so we need about \$150,000 to cover those basic expenses. At the end of June, we had \$179,000 in our regular checking account. This would leave us \$29,000 to cover any unexpected expenses until December. I would like to hold \$10,000 for unexpected expenses and move up to \$19,000 to our reserve accounts. My recommendation would be \$7,500 to Replacements, \$7,500 to Operations and open the Capital Account with \$4,000. As a reminder, we should have up to 6 months of expenses in Operations which would be about \$180,000 based upon last year's expenses. We should have 25%-50% of total depreciation for Replacements. Total depreciation is \$372,000 so 25%-50% would be \$93,000-\$186,000.

RESOLUTION NO. 2021-09

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT
ESTABLISHING A POLICY FOR DISTRICT RESERVES**

WHEREAS, the Wrightwood Community Services District ("District") is a public agency organized and operating as a Community Services District pursuant to California Government Code Section 61000 et seq.; and

WHEREAS, the District is authorized by Government Code Section 61100 to acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space; to acquire, construct, improve, maintain, and operate street lighting and landscaping on public property, public rights-of-way, and public easements; to collect, transfer, and dispose of solid waste and refuse, and provide solid waste handling services, including, but not limited to, source reduction, recycling, and composting activities; and planning and engineering for the potential development of a regional wastewater treatment system should such be required by the Lahontan Regional Water Quality Control Board; and

WHEREAS, the District is governed by a five-member Board of Directors ("Board") expressly authorized by Government Code Section 61040(a) to establish policies for the operation the District's functions and services; and

WHEREAS, the Board is also expressly authorized by Government Code Section 61112 to establish reserve accounts for the District's finances; and

WHEREAS, the Board seeks to manage the District's finances in such a manner that would result in the accumulation of funds to be utilized for a variety of District activities and to protect the District's customers and taxpayers from the financial impacts of catastrophic events and from fluctuations in District expenses; and

WHEREAS, this Board wishes to provide for the creation of certain unrestricted reserve accounts, and to set forth in writing the District's policy regarding the accumulation of reserves, the purposes for which they may be expended, and the levels which the District should strive to maintain.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Wrightwood Community Services District hereby provides for the deposit of revenue into certain restricted funds, the, creation of certain unrestricted reserve accounts, and the accumulation and administration of reserves in each, as follows:

1. Unrestricted Reserves.

a) Reserve for Operations. A "Reserve for Operations" is hereby created for the District's general account, to which the Board may appropriate unrestricted District revenues. Each such Reserve for Operations may be utilized to pay the cost of operating the District's general system, including unanticipated costs of operation. The District shall endeavor to maintain in each Reserve for Operations an amount sufficient to pay for six months of normal operation but not less than three months of normal operation. However, funds appropriated to any Reserve for Operations may be accessed at any time for any other District purpose upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment or balance. Funds appropriated to a Reserve for Operations may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

b) Reserve for Replacements. A "Reserve for Replacements" is hereby created for the District's general account to which the Board may appropriate unrestricted District revenues. Each Reserve for Replacements may be utilized to replace the District's physical plant, as needed. The District shall endeavor to maintain in each Reserve for Replacements an amount approximately equal to twenty-five percent (25%), not to exceed fifty percent (50%), of the total accumulated amount of depreciation of the District's physical plant for the District's general system and as reflected in the annual audit of the District presented to the Board each year, plus 100% of the prior year's depreciation. However, the funds appropriated to each Reserve for Replacements may be accessed at any time for any other District purpose upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment or balance. Funds appropriated to a Reserve for Replacements may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

c) Reserve for Capital Improvements. A "Reserve for Capital Improvements" is hereby created for the District's general account to which the Board may appropriate unrestricted District revenues. Each Reserve for Capital Improvements may be utilized to procure such services, equipment, and supplies deemed necessary to fund capital improvement projects identified in the District's annual budget and/or contemplated in the District's Master Plan. The District shall endeavor to maintain in each Reserve for Capital Improvements an amount approximately equal to [\$_____ or _____ percent (___%), not to exceed _____ percent (___%), of the District's fiscal year budget]. However, the funds appropriated to each Reserve for Capital Improvements may be accessed at any time for any other District purpose upon approval by the Board by a 4/5ths vote which shall contain direction as to repayment of balance. Funds appropriated to a Reserve for Capital Improvements may be invested in the same manner as other District surplus funds, and the earnings thereon shall be credited to the fund for which the reserve is in place.

2. **Additional Accounts.** In addition to the unrestricted accounts identified above, the Board may approve the creation of such additional accounts, whether temporary or permanent, as the Board deems necessary or appropriate, by amendment to this resolution or by simple motion. In such event, the Board will identify the purposes, for which such additional accounts are created, provide guidance as to the amount which the District should endeavor to maintain in each such account, and establish the limits and restrictions pertaining thereto.

3. **Annual Reports.** Each year the District's General Manager shall provide the Board with a report indicating the beginning and ending balance for each of the reserve funds or accounts created pursuant to this resolution and the purposes for which expenditures have been made therefrom and shall make recommendations to replenish or augment fund or account balances as appropriate.

4. Effective Date. This Resolution supersedes Resolution No. 2019-10 adopted by the Board on or about November 5, 2019, and shall take effect immediately upon adoption.

ADOPTED this ____ day of _____, 2021

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

Wrightwood Community Services District

ATTEST:

Secretary, Board of Directors

Wrightwood Community Services District

ITEM 11

SOCIAL MEDIA POLICY: DISCUSSION AND POSSIBLE ACTION



With the growth of Social Media and postings, the Board felt it would be a good idea to implement a policy for dealing with Social Media. The below Policy doesn't specify how often staff should check Social Media and its postings. It should be decided by the Board and included in the policy. The policy mentions a Retention Policy that will need to be drafted as well.

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

Social Media Policy

This policy is to establish guidelines on the use of social media sites by the Wrightwood Community Services District (WCSD) as an additional means of conveying WCSD information to its customers and visitors and maximizing the promotion of WCSD programs and services.

The WCSD has an overriding interest and expectation in protecting the integrity of the information posted on its social media pages and deciding what is “spoken” on behalf of WCSD. This policy applies wholly to the WCSD and all WCSD employees who use social media sites and/or technology on behalf of WCSD.

All questions relating to this policy should be directed to WCSD General Manager and/or WCSD Board of Directors.

Section 1: Social media sites refer to content created by individuals, using accessible and interactive publishing technologies through and on the internet. Social media uses many technologies and platforms, including social networking, blogs, wikis, photo and video sharing, and more.

A social media page refers to a page on a social media site which the WCSD establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, and/or partners.

Information, articles, pictures, videos, hyperlinks or any other form of content or communication posted on any social media page will be considered a post or comment.

Section 2: The WCSD official website at www.wrightwoodcsd.org will remain the WCSD primary source and means of internet communication. To the extent possible, a link to the WCSD website shall be included on any WCSD social media page. Wherever possible, WCSD social media pages should link back to the official website for forms, documents, online services, and other information necessary to conduct business with WCSD. Information posted by WCSD on social media pages will supplement and not replace required notices and standard methods of communication.

Section 3: Not all forms of social media may be appropriate for use by WCSD and any social media page established on behalf of WCSD must be approved by WCSD General Manager. Consideration shall be given to the overall nature, theme, and suitability for use for WCSD purposes.

WCSD social media pages should make clear that they are maintained by WCSD and state that they follow WCSD social media policy. To the extent possible, this policy must be displayed to users or made available by hyperlink.

All photos posted by WCSD on its social media pages shall be for use in marketing and promotion of WCSD programs and services. Under no circumstances will WCSD use photos of individuals who expressly ask that their photos not be made public.

WCSD social media pages are subject to the California Public Records Act. Any content maintained in a social media format that is related to WCSD business, including a list of subscribers, posted

communications and communication submitted for posting, may be a public record subject to public disclosure. All such content must be retained with the Public Records act and WCSD document retention policy.

Employees representing WCSD that post content on behalf of WCSD on its social media pages must, at all times, conduct themselves as a representative of WCSD and in accordance with all WCSD policies. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

This policy may be revised at any time upon approval by WCSD Board of Directors. Every attempt will be made to provide prior notice of any changes. However, when deemed necessary, in order to fully protect WCSD interests, the interests of the public, and to more fully protect the safety of the public, including employees governed by this policy, then this policy may be changed without notice.

Section 4: Social media sites currently utilized by WCSD includes Facebook. The General Manager may authorize usage of additional social media platforms. All approved social media sites must provide a mechanism for the employee to remove posts or prevent the posting of content that violates this policy.

The WCSD staff shall administer and monitor the WCSD social media pages and shall maintain all login and password information.

The WCSD social media pages are to be used for informational purposes only and all content must pertain to WCSD and/or WCSD business, programs, services, or events. The WCSD shall have full permission and rights to any content posted by or on behalf of WCSD, including all photographs and videos.

WCSD social pages shall be managed consistent with the Brown Act, the Political Reform Act, and the California Election Code. Members of the WCSD Board of Directors shall not post or respond to any posts, comments, or publications on any WCSD social media page or use WCSD social media page to blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the Board of Directors, or for any political purpose.

WCSD staff will be responsible for posting content on the WCSD social media pages on behalf of WCSD, monitoring content, responding to comments where appropriate, and ensuring adherence to this policy. Staff must immediately notify WCSD General Manager to any potential content posted on the WCSD social media pages that violates this policy.

Content posted by staff on WCSD social media pages shall be done during normal business hours.

Any employee authorized to post content on WCSD social media pages shall not express their own personal views or concerns. Rather, posting of content by an authorized employee shall only reflect the views of WCSD.

Any employee authorized to post on WCSD social media pages shall review, be familiar with, and comply with this policy and the social media site's use policies and terms and conditions.

Section 5: WCSD reserves the right to have any content restricted or removed if deemed to be in violation of this policy or any applicable federal, state, or local law. Any such removed content must be

retained consistent with the Public Records Act, where applicable, and/or WCSD document retention policy, including date, time, and identity of the poster, when available.

Many social media sites permit and invite posts and comments by site users. By permitting use of this feature, WCSD does not intend to create a general public forum, and all comments and posts must comply with this policy.

WCSD intends for its use of any social media to relate solely to matters of WCSD business. A comment or post by a member of the public on any WCSD social media page is the opinion of the commenter or poster only and does not imply endorsement of, agreement with, or reflect the opinions or policies of WCSD.

Section 6: The following posts or comments are inappropriate and are subject to removal or restriction by WCSD:

- 1 Profane, obscene, violent, or pornographic content and/or language
- 2 Content that promotes, fosters, or perpetuates discrimination or harassment on any basis protected by local, state, or federal law
- 3 Defamatory, derogatory, or personal attacks on any WCSD employee or official
- 4 Threats to any person or organization or encouragement of illegal activity
- 5 Information that tends to compromise the safety or security of WCSD employees, the public, public systems, or WCSD technology resources
- 6 Content that violates any legal ownership interest, such as a copyright or trademark
- 7 Content containing personal information such as home addresses, phone numbers, social security numbers, dates of birth or driver's license numbers
- 8 Solicitation of commerce, including any advertising or business services or products for sale
- 9 Content that violates any federal, state, or local laws
- 10 Comments in support of, opposition to, any political campaigns or ballot measures
- 11 Comments not related to WCSD posts, business, information, announcements, events, or comments not related to the original topic, including random or unintelligible posts
- 12 Comments or posts on topics or issues not within the jurisdictional purview of WCSD

The above list is not necessarily exhaustive and WCSD reserves the right to remove or restrict any post or comment that violates the purpose or spirit of this policy.

Section 7: Any employee authorized to post on WCSD social media pages shall use their best judgement in deciding whether or not to respond to a post or comment, and shall avoid engaging any user in an argumentative or offensive manner. Any response by an authorized employee made on behalf of WCSD shall comply with all terms of this policy. Content in any post or response made on behalf of WCSD shall not specifically refer to any WCSD vendor, supplier, member, contractor, employee, or official without the approval of the WCSD General Manager.

ITEM 12

COMMUNITY BUILDING RENTAL AGREEMENT AND FEES:

DISCUSSION AND POSSIBLE ACTION



During the June 8, 2021 meeting it was discussed that we are having issues with cleaning and renters. The Board suggested including a cleaning deposit on all rentals. Attached is an updated Facility Rate page and Rental Agreement. We can either add a Cleaning Deposit of \$100 or increase the Security Deposit (Security/Cleaning) to \$200 and have that including cleaning. My recommendation would be to increase the Security deposit to \$200 and change it to Security/Cleaning effective 8/1/21.

WRIGHTWOOD COMMUNITY FACILITY RENTALS

Application and Agreement for Use of District Facilities

Wrightwood Community Building 1275 State Hwy 2 Wrightwood, CA 92397	Old Firehouse / Museum 6000 Cedar Street Wrightwood, CA 92397	Park / Parking Lot 1275 State Hwy 2 Wrightwood, CA 92397
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Rental Fee Schedule

Resident's physical address must be within the District	Resident	Non-Resident
WRIGHTWOOD COMMUNITY BUILDING	PER HOUR	
Community Building Monday-Friday	\$15	\$25
Weekend or Holiday (if access to building is required)	\$20	\$30
OLD FIREHOUSE / MUSEUM	PER HOUR	
Sunday - Saturday	\$15	\$20
PARKING LOT	PER HOUR	
Sunday - Saturday	\$15	\$25
VIVIAN NULL PARK STAGE	PER HOUR	
Sunday - Saturday	\$15	\$20
KITCHEN / P.A. FEES	PER HOUR	
Kitchen Community Building (Storage, Sinks, Fridge)	\$25	\$30
Kitchen Community Building (Full Use)	\$50	\$75
P.A. System	\$15	\$25
SECURITY AND CLEANING DEPOSIT	PER EVENT	
Standard Facility Use	\$150	
Standard Cleaning Fee	\$100	
Special Events	\$500	
INSURANCE		

- * A Liability Insurance Policy for \$1 million dollars is required
- * Wrightwood Community Services District must be named as "additional insured" on certificate of insurance
- * An additional \$1 million dollar Liquor Liability policy is required to cover use of alcohol at events.

Building Capacities

Location	Dining	Meeting
Wrightwood Comm Building	106	225
Old Firehouse / Museum	Unknown	18

Renter's Responsibilities & Acknowledgement

- * Applications are not accepted over the phone. We must receive a written application.
- * Applicant name/organization name must match on the Application and Certificate of Insurance.
- * Deposit check is due at the time the application is submitted and does not apply to the room rental fee.
- * Deposit is refundable if building/area is left clean and no damage to the building, tables, or chairs has occurred.
- * All changes need to be submitted in writing.
- * Unpaid monthly billings that exceed 30 days will be given a notice and billings exceeding 60 days will result in facility use being stopped until payment is made in full.
- * All rental facilities close by 11:00pm.
- * Bounce houses are not permitted at any of our facilities or parks.
- * For more information on rentals, please call the District Office at 760-249-3205.

Please read each item and initial next to it showing that you understand.

If you do not understand, please talk to staff or the General Manager

Refusal to initial will result in your application not being approved

RESERVATIONS: Telephone inquiries are not binding and do not constitute a reservation. A Reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application, Security Deposit, Cleaning Deposit, and evidence of Liability Insurance) are received by Wrightwood CSD.

TIME RESERVED TO COVER ENTIRE USE: The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the event, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half of the staff's hourly rate plus the hourly rental rate of the facility.

CANCELLATION POLICY: Renter must submit written notice of cancellation at least ten (10) days prior to any dates covered by the rental agreement. Fees for uses cancelled thirty (30) or more days in advance will be refunded in full; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount with no refunds. (Parking lot of facility use may be cancelled the same day due to heavy weather (i.e.: snow, rain).

INSURANCE REQUIREMENTS: The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of one (1) million dollars for bodily injury, personal injury, and property damage. The Wrightwood CSD must be named as the additional insured. If alcoholic beverages are served, Liquor Liability Insurance in the amount of one (1) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming Wrightwood CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled, or changed except after thirty (30) days written notice has been given to the Wrightwood CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.

DECORATIONS: Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the rental application. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in the loss of the security deposit. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Building furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**

CLEANING: Clean up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. Failure to do so may result in the forfeiture of the cleaning deposit.

MINOR CHILDREN: For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events, the Wrightwood CSD requires an adult to child ratio of 1:6.

KEY AND ALARM CODE: If renter is provided with a key and/or alarm code, renter must not share the keys or codes. Renter is responsible for locking up and setting alarm (if needed). No Subletting allowed.

WRIGHTWOOD CSD: The CSD reserves the right to cancel any rental or use of the Community facilities without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds and park areas.

SPECIAL EVENTS: Any event that requires additional Wrightwood CSD staff time, additional facilities or county permits and compliance with county event requirements (i.e. ratio of portable restrooms to persons) may incur additional costs.

RELEASE AND HOLD HARMLESS AGREEMENT FOR THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT

The undersigned, _____, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the WRIGHTWOOD COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known, foreseen and unforeseen, bodily and personal injuries, property damages, and all monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of _____ ("the Premises") for the period beginning on _____ and ending on _____ for the purpose of _____ ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned 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 the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and release the District and the Releasees 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 Section 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 affect his or her settlement with the debtor or releasing party”

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned 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 above. 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 Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees 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 Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, 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 District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/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.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20____.

Signature

Date

ITEM 13

LINE DANCING RATE VARIANCE:

DISCUSSION AND POSSIBLE ACTION



The Senior Line Dancing group has requested a rate variance on their weekly line dancing class. This is a free class to anyone that wants to participate. It started out as a Senior class, but all ages are welcome. They have had a rate variance since the CSD formation and I feel this should fall under our Parks and Recreation Program. I recommend granting the variance.

REQUEST FOR FACILITY RATE VARIANCE

A request for Facility Rate Variance must be directly provide a public benefit to the Wrightwood Community Services District to avoid being a gift of Public Funds. Please provide your fund variance explanation and attach any support material to this form. The Wrightwood Community Services District Board of Directors will and act upon your request at their next Regular Public Board Meeting. Short-term request is for singular dates or multiple dates that are consecutive. Long-term request is for multiple dates that may term within 1 year, such as a monthly meeting on a specific day of the week each month.

Organization: Senior Line Dance Program
Contact: Charlotte Long
Address:
Contact Phone Number:
Contact Email Address:

VARIANCE REQUEST

Amount to be considered: \$30.00 weekly
Date/Dates to be considered: Every Tuesday 9am-11am

EXPLANATION: The Senior Line Dance Program was created over 12 years ago to provide line dancing as a fun exercise program for local senior men and women. There is no charge to participate and the leader provides equipment and music at no cost. The participants have fun, get exercise, and welfare check each other. A program like this should be considered to be part of the CSD Parks & Recreation program.

ITEM 14

EXERCISE CLASS RATE VARIANCE:

DISCUSSION AND POSSIBLE ACTION



Michelle Spears has submitted a rate variance for an exercise class for one hour in Vivian Null Park. This class is offered free to anyone that would like to participate. I think this program fits well under our Parks and Recreation program. I recommend granting the variance.

REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever..." As a result, any reduction in the District's standard facility usage rates that may be granted must not constitute an unconditional gift of public funds. At a minimum, this means that any request for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 61000 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the "Explanation" section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District's authorized public purpose - i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach and supporting material's that you believe would be relevant.

Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: N/A
CONTACT: Michelle Speers
ADDRESS: 5166 Oak Drive PO Box 374 Wrightwood
CONTACT PHONE NUMBER: 626/931-1359
CONTACT EMAIL: michelle_speers@yahoo.com
DATE VARIANCE REQUESTED: Wednesday July 14, 2021

VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: cost of use of Vivian Null Park \$15
DATE/DATES TO BE CONSIDERED: July 14, 2021 9a-9a
EXPLANATION:

I would like to offer a free workout to our community at
Vivian Null Park. All levels and abilities are welcome at
no cost.