

ITEM 15

SNOWLINE PLAYERS RATE VARIANCE:

DISCUSSION AND POSSIBLE ACTION



Snowline Players are looking to put on a play and are asking for a rate variance. The players have been using the building for many years and are part of the community. Due to the fact that they charge admission to their plays, my recommendation would be to charge a flat fee for the usage. I would recommend \$50-\$100. They do have other expenses such as licensing agreements for the plays, costumes, and sets. A small fee seems appropriate. I recommend a flat fee of \$50 for Snowline Players.

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: Snowline Players

CONTACT: Lora Steinmann

ADDRESS: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL: _____

VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: \$210 - 7 days x 2 hours

DATE/DATES TO BE CONSIDERED: Various

EXPLANATION: Childrens Summer Theatre Program

[illegible]

ITEM 16

BOY SCOUTS RATE VARIANCE:

DISCUSSION AND POSSIBLE ACTION



Boy Scout troop 351 is going to be taking over the pancake breakfast during the car show this year. They are asking for a variance on the rental of the building and kitchen for 7 hours. This is a community event and they will be using this as a fundraiser for programs throughout the coming year. I recommend approving the full 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: Wrightwood Scouts BSA Troop 351

CONTACT: Sheri Ryan

ADDRESS: PO Box 219 Wrightwood CA 92397

CONTACT PHONE NUMBER: 951-533-5888

CONTACT EMAIL: shryanx2@gmail.com

DATE VARIANCE REQUESTED: August 21, 2021 Time: 5:30am to 1230pm

VARIANCE REQUEST AMOUNT TO BE CONSIDERED: \$200

DATE/DATES TO BE CONSIDERED: August 21, 2021

EXPLANATION: The Wrightwood Scouts BSA Troop 351 has been asked to take over the annual pancake breakfast during the Wrightwood Car Show. The troop will be using this as a fundraiser to help the scouts with rank advancements, camping, community outreach programs and other adventures. The breakfast details include using the kitchen to make the breakfast and serving breakfast in the Community Building. The event, with set up and take down, will take place from 5:30am to 12:30pm. Because this is a fundraiser for the scouts, we are asking the Wrightwood CSD to please consider a variance for the kitchen use and the hours for the use of the Community Building. Thank you for your consideration of our request.

ITEM 17

WRIGHTWOOD ARCHERY: DISCUSSION AND POSSIBLE ACTION



The Board requested information in regards to Archery. The owners of the Apple Farm where the classes will take place are requesting to be named additional insured on our insurance. I contacted our insurance carrier and they see no problem with this type of activity. Kurt Watson also has access to insurance through USA Archery.

We are estimating a total of 10 students per group, 3 groups per week and an 8-week session. There is an estimated cost to the students of \$20 per lesson.

$10 \times 3 \times 8 \times 20 = \$4,800$ with 50% going to Kurt and 50% going to the CSD (\$2,400)

We do not anticipate any additional expenses and registration would be either in person or on-line. Should there be additional expenses, those would be split 50/50 with Kurt and the CSD. I recommend going forward with Wrightwood Archery provided the applicable written agreements are obtained.

From: "Kurt Watson" <kurtpwatson@gmail.com>
Subject: Apple farm use
Date: Thu, June 17, 2021 12:25 pm
To: lori@wrightwoodcsd.org

Hello Lori:

I reached out to the Apple Farm ownership and all they are asking us to do is name Ray Rayzek as additionally insured on your certificate of insurance. That should make life pretty easy for us. Things are busy at Camp Lolek right now getting seven instructors ready to train over 100 campers this Monday. Lots of administrative duties with USA Archery as well. However, great training ground for our operation as we move forward.

Please let me know if you have any questions. One town is ready to provide funding for equipment. That is tremendous!

Best regards,
Kurt

Sent from my iPhone

USA ARCHERY
GENERAL LIABILITY SUMMARY OF INSURANCE
Effective 1/15/2021-2022



Named Insured

The following parties are included as Named Insureds under the USA Archery General Liability policy:

National Archery Association of the United States dba USA Archery

Members of the governing body and/or their appointed officers (including volunteer workers or individuals paid less than \$5,000 per year for their assistance), Association, League, Team, Camp or School Officers or Officials; Coaches, Managers, Trainers and their Assistants, Member Clubs, Game Officials and Referees; Statisticians and Scorers; Groundskeepers and Ushers; Volunteer Workers; Concession and Refreshment Stand Worker; and individual Participants and Players

Coverage not included for independent contractors who are paid a fee for their services.

A "sanctioned or approved event" is one that has been approved by USA Archery.

Covered Activities

USA Archery sanctioned and approved events.

Coverage Summary

General Liability: This coverage protects your business from claims arising from alleged bodily injury, personal injury or property damage liability. Coverage payments can include judgments, attorney fees, court costs, or other related expenses.

Premises / Operations: This coverage is used to insure against claims arising out of your ownership, maintenance or use of premises including any operations that are in progress.

Host Liquor Liability: This coverage is used to insure against claims arising from the serving of liquor at events or functions as long as you do not sell, manufacture or distribute alcoholic beverages as a business.

Coverage under this policy is excess over any homeowners, tenants, personal liability or personal umbrella coverage available to any coach, manager, trainer and assistants, officials, referees, statisticians, scorers, groundskeepers, ushers, volunteer workers, participants and players.

Notable Endorsements

- Sports & Recreation Professional Liability
- Additional Insured – Certificate Holders
- Aggregate Limit Per Event
- Employment-Related Practices Exclusion
- Exclusion of Coverage Afforded Under Another Policy
- Waiver & Release System Requirement

General Liability Limits

Each Occurrence:	\$1,000,000
General Aggregate (per event):	\$3,000,000
Personal and Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$3,000,000
Damage to Premises Rented to You:	\$1,000,000
Participant Legal Liability:	INCLUDED
Medical Expense (any one person):	EXCLUDED
Abusive Conduct, per abusive conduct*:	\$1,000,000
Abusive Conduct, aggregate per policy*	\$1,000,000

*This coverage was previously referred to as Abuse & Molestation.

Underwriting Company

Philadelphia Indemnity Insurance Company

How to Request a Certificate of Insurance

USA Archery Sanctioned Event Liability certificates can be requested as follows:

- Certificates of insurance should be requested through the USA Archery sanctioned event application process online.
- Upon approval of your sanctioned event, USA Archery will then submit all certificate requests to Integro for processing.
- If you have questions or need revisions to an existing certificate, please contact: memberships@usarchery.org

How to File a General Liability Claim

When an injury, property damage or other accident occurs during a USA Archery sanctioned event, an Incident Report Form must be completed and submitted to:

USA Archery
210 USA Cycling Point, Suite 130
Colorado Springs, CO 80919-2215
Phone: 719-866-4576 / Fax: 719-632-4733
clubs@usarchery.org

If you are aware of an incident that may give rise to a liability claim under this policy or if you receive a legal summons or a letter from an attorney as a result of such an incident, please report this information immediately.

****Please keep a copy of all documentation on file for claims handling purposes****

The information contained in this summary is intended to serve only as an outline for general understanding of your insurance and should not be construed as a legal interpretation of the insurance policies written. Reference should be made to the respective policies for complete details including terms, conditions, limitations and exclusions of coverage.



EPIC Entertainment & Sports

2727 Paces Ferry Road, Building 2, Suite 1500
Atlanta, Georgia 30339
678.324.3300 (Telephone)
678.324.3303 (Fax)
sports@epicbrokers.com



From: "Wendy Tucker" <WTucker@sdrma.org>
Subject: Archery Activity
Date: Fri, June 11, 2021 11:19 am
To: "gm@wrightwoodcsd.org" <gm@wrightwoodcsd.org>

Good morning Lori,

Thank you for your patience while I reviewed your question with our Chief Risk Officer. As we discussed, there is no exclusion for this type of activity however the Chief Risk Officer would like to see the agreement with the property owner as well as any waivers that participants will be signing to ensure that there are no issues with coverage. Also, she confirmed that if there is damage to the property that is the district's responsibility, the district could pay for the damage or the property owner would need to file a claim against the district.

I hope this helps. Please let us know if you have any additional questions. Have a great weekend!

Wendy

Wendy Tucker
Member Services Manager
[SDRMA_xcolor_email_signature]
Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
T 916.231.4141 or 800.537.7790 F 916.231.4111
www.sdrma.org<<http://www.sdrma.org>>

A proud California Special Districts Alliance partner - California Special Districts Association | Special District Risk Management Authority | CSDA Finance Corporation

STATEMENT OF CONFIDENTIALITY | This electronic message and any files or attachments transmitted with it may be confidential, privileged, or proprietary information of the Special District Risk Management Authority. The information is solely for the use of the individual or entity to which it was intended to be addressed. If the reader of this message is not the intended recipient, you are hereby notified that use, distribution, or copying of this e-mail is strictly prohibited. If you received this e-mail in error, please notify the sender immediately, destroy any copies

Attachments:

untitled-[1.2]
Size: 4.7 k
Type:text/html
image001.jpg
Size: 1.7 k
Type:image/jpeg
Info: image001.jpg

ITEM 18

PARKS & RECREATION POSITION:

DISCUSSION AND POSSIBLE ACTION



Due to Covid19, we have not replaced the Parks and Recreation Coordinator position. We are finding that there is not enough time to add sports programs without adding a person to the staff. I would like the Board to approve the search and hiring of the Parks and Recreation Coordinator at this time. We are looking to be able to run an adult Fall Softball program and possibly football for the children. The wages for the position are approved in the budget for this year.

ITEM 19

EXECUTIVE LEAVE PAY-OUT: DISCUSSION AND POSSIBLE ACTION



During a review of the Employment Agreement for the General Manager, it was noted that any unused Executive Leave (vacation pay) would be paid out in July of each year. Last year July 2019 – June 2020, there was no leave taken. Per the Agreement, Leave is accrued at 1 hour per pay period (2 pay periods per month) for a total of 24 hours. This is paid out at a rate of \$26.40 per the Agreement. The current year July 2020 - June 2021 accrued 24 hours as well but 20 hours were taken in May 2021 leaving a balance of 4 hours. The amount due for 2019/2020 is \$633.60 (24 x 26.40) and for 2020/2021 is \$105.60 (4 x \$26.40) for a grand total of \$739.20. The Employment Agreement and timesheets are under Attachment A. The Board is being asked to approve the payout.

ITEM 20

PARKING LOT CONDITION AND STRIPING:

DISCUSSION AND POSSIBLE ACTION



After the Ice Cream Social, it was noted that the markings to designate various booths/tables were not coming off the parking lot. Pam Wright spent several hours as did the staff trying to remove the numbers from the parking lot. The numbers are less visible now, but are still visible. It was suggested that a claim be filed against the insurance to have the parking lot fixed. I spoke with several paving companies and their suggestions were to black out the markings and seal coat the lot. I received the following quotes:

Medrano's Asphalt	\$8,079 (crack repair, seal coat, restripe)
Asphalt Solutions	\$6,780 (crack repair, seal coat, restripe)
Yeghoian Paving	\$10,995 (crack repair, seal coat, restripe)

My recommendation would be to use Medrano's Asphalt. I have received good followup from them as well as being licensed and insured.

Medrano's Asphalt Paving Co., Inc.

No

www.medranosasphaltpaving.com - email: medranospaving@verizon.net

TELEPHONE (760) 244-5331 • FAX (760) 948-0699

21-376

PROPOSAL AND CONTRACT

To: Wrightwood Community Service Dist. (Lori) Date: July 1, 2021
 Address: 1275 HWY 2 Job Location:
 Wrightwood
 Telephone: (760)220-8378 Fax / e-mail: lori@wrightwoodcsd.org

Crack Repair: Approx. 747' ft. Clean cracks with wire brooms and power blowers;
 Fill cracks less than 3/4" with silica sand 3/4" from surface, fill remaining crack with hot rubberized crack filler;
 Fill cracks 3/4" and wider with hot asphalt. **\$1,000.00**

Seal Coat: Approx. 11,295 sq. ft. Clean asphalt with wire brooms and power blowers;
 Provide and place 1 coat of seal material with rubber squeegees. **\$5,679.00**

Alternate Patch repair: Approx. 454 sq. ft. (45x8.6) (9x3) (4x1.5) (19x2) Clean edges of patch with wire brooms;
 Apply SS-1H asphaltic emulsion to edges; Roll and compact 3" of 1/2" P.G. 64-16 asphaltic concrete.
 Skin cap: Clean asphalt with wire brooms and power blowers; Apply SS-1H asphaltic emulsion; Roll and compact an
 average of 1 1/2" of P.G. 64-16 asphaltic concrete. **\$5,880.00**

Re-stripe: (1) 25x9 yellow hatch, (1) Loading zone, (1) handicap with 38x8 blue hatch, 26 single stalls with center line
 3 handicap stalls with blue hatch, (1) 5x20 white hatch **\$1,400.00**

TERMS: A deposit of 15% to be paid prior to start of project. Balance due upon completion. **INITIAL**

YES	NO	YES	NO	YES	NO	YES	NO
Saw Cut <input checked="" type="checkbox"/>	<input type="checkbox"/>	Compaction Tests <input type="checkbox"/>	<input checked="" type="checkbox"/>	Permits <input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealing <input checked="" type="checkbox"/>	<input type="checkbox"/>
Remove Existing A.C. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Car Stops <input type="checkbox"/>	<input checked="" type="checkbox"/>	Headers <input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Sterilization <input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Control <input checked="" type="checkbox"/>	<input type="checkbox"/>	Striping <input checked="" type="checkbox"/>	<input type="checkbox"/>	Sub-grade Inspections <input type="checkbox"/>	<input checked="" type="checkbox"/>	Dump Fees <input checked="" type="checkbox"/>	<input type="checkbox"/>

UNFORESEEN CONDITIONS

This contract is based upon visually observed conditions. As a result of the nature of services to be provided by CONTRACTING PARTY hereunder. It is possible that UNFORESEEN conditions will arise that could not be determined by visual inspection prior to starting work. In the event this occurs, additional work shall be performed on either a time and materials or fixed fee basis, after OWNER/CONTRACTOR has been notified that such additional work is necessary and have verbally, or, if possible, in writing, approved said additional work. For complete Terms and Conditions see page two of this proposal.

*Owner/General to provide any and all engineering, compaction tests, water and water meter.

*Not responsible for peeling of seal coat material in excessively oily areas.

*Absolutely NO guarantee of crack repair. Seal material not intended as a crack filler.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of

Dollars (\$ _____)

THE ENTIRE AMOUNT OF CONTRACT TO BE PAID UPON COMPLETION. IF PAYMENT IS NOT RECEIVED UPON COMPLETION / AMOUNT OF DAYS, A 1 1/2% LATE CHARGE WILL BE ASSESSED DAILY UPON THE BALANCE UNTIL PAID IN FULL.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be performed upon verbal/written change orders for the same and will become an extra charge over and above the sum mentioned in this contract. All change agreements must be followed up in writing within (1) day. Proposal/Contract good for 30 days from the above date, at which time it shall become null and void.

"NOTICE TO OWNER" (Section 7019 - Contractor License Law)

Under the mechanics lien law, any contractor, subcontractor, laborer, material man or person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in the amount of not less than 50 percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, employment or materials for the work described in said contract.

Respectfully submitted,

By _____

MEDRANO'S ASPHALT PAVING CO., INC.

P.O. BOX 403829

HESPERIA, CA 92340-3829

License No. 999495

www.medranosasphaltpaving.com

Contractors are required by law to be licensed and registered by the Contractor's State License Board. Any question concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board
 3132 Bradshaw Road, Sacramento, California 95826

In the event of default in payment of this contract and it is necessary to retain the services of an attorney by reason thereof, the buyer agrees to pay seller all costs and expenses incurred by reason thereof, including a reasonable attorney's fee and any cost of suit resulting in any litigations.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I/we agree to pay the amount mentioned in said proposal according to the terms thereof.

Accepted by: _____ Date: _____
 Name: _____
 Title: _____

PRELIMINARY INFORMATION PLEASE PROVIDE INFO

Owner: _____
 Address: _____
 Lender: _____
 Address: _____
 General: _____
 Address: _____

ESTIMATE

Asphalt Solutions

16473 Green Tree Blvr Sp#11 Victorville CA 92395

Phone: (760) 912-7696

Email: carlosortiz1973@gmail.com

Estimate #

000027

Date

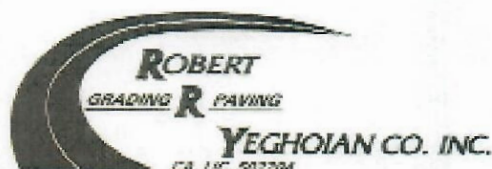
07/06/2021

Description	Total
Asphalt cracks Repeat seal coating and Rstripping	\$6,780.00
Hello Lory, this it's a wrote for your parking lot located at 1275 Hwy 2 Wrightwood first we will clean up the parking lot with gas power blowers and then we filled out all the cracks with hot Rubberized crack filler then we apply 1 coat of seal and ReStripping this can be done in 1 day	
Subtotal	\$6,780.00
Total	\$6,780.00

Notes:

Thank you for your interest in our company contractor license #799640

Client Signature



P.O. BOX 1484
APPLE VALLEY, CA 92308
PH (760) 247-8741
FAX (760) 247-4185

Contract

DATE	Number
7/1/2021	15299

Wrightwood CSD
1275 CA Hwy 2
Wrightwood, Ca 92397

PROJECT

1275 CA Hwy 2, Wrightwood

PHONE NUMBER

760-220-8378

PRICES GOOD FOR:

30 Days

TERMS

PAID UPON COMPLETION

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. | Clean existing asphalt using power blowers approx 28000 Sq.Ft. pick up and haul away loose gravel, haul away to proper dump site. | |
| 2. | Fill approx 500 LF of cracks smaller than 1" using hot rubber crackfill material. | |
| 3. | Fill approx 500 LF of cracks larger than 1" using hot mix asphalt. | |
| 4. | Apply ONE coat of industrial strength seal on all existing asphalt approx 28000 Sq.Ft. | |
| 5. | Stripe to new layout. | |
| 6. | Price includes prevailing wage. | |
| 7. | Black out marks left behind by previous event. | 10,995.00 |

10% Deposit required prior to scheduling.

This bid does not cover costs for engineering, staking, compaction tests, "all" or any permits.

No guarantee on asphalt cracks due to extreme weather conditions.

Excludes: Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in this Proposal, for which I/we agree to pay the contract price mentioned in this Proposal, and according to the terms thereof. I/we have read and agree to the provisions contained herein, and in any attachments hereto, which are made a part hereof and are described as:

ACCEPTED: _____

CONTRACTOR: _____

Contractors are required by law to be licensed & regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 28000, Sacramento, CA 95825

TOTAL

\$10,995.00

ITEM 21

RECESS TO CLOSED SESSION:



ITEM 22

RETURN TO OPEN SESSION:



ITEM 23

FUTURE BOARD MEETING –
AUGUST 3, 2021

DISCUSSION AND POSSIBLE
ACTION



ITEM 24

DIRECTORS COMMENTS:



ITEM 25

ADJOURNMENT

