ITEM 15 SNOWLINE PLAYERS RATE VARIANCE: **DISCUSSION AND POSSIBLE ACTION** 38

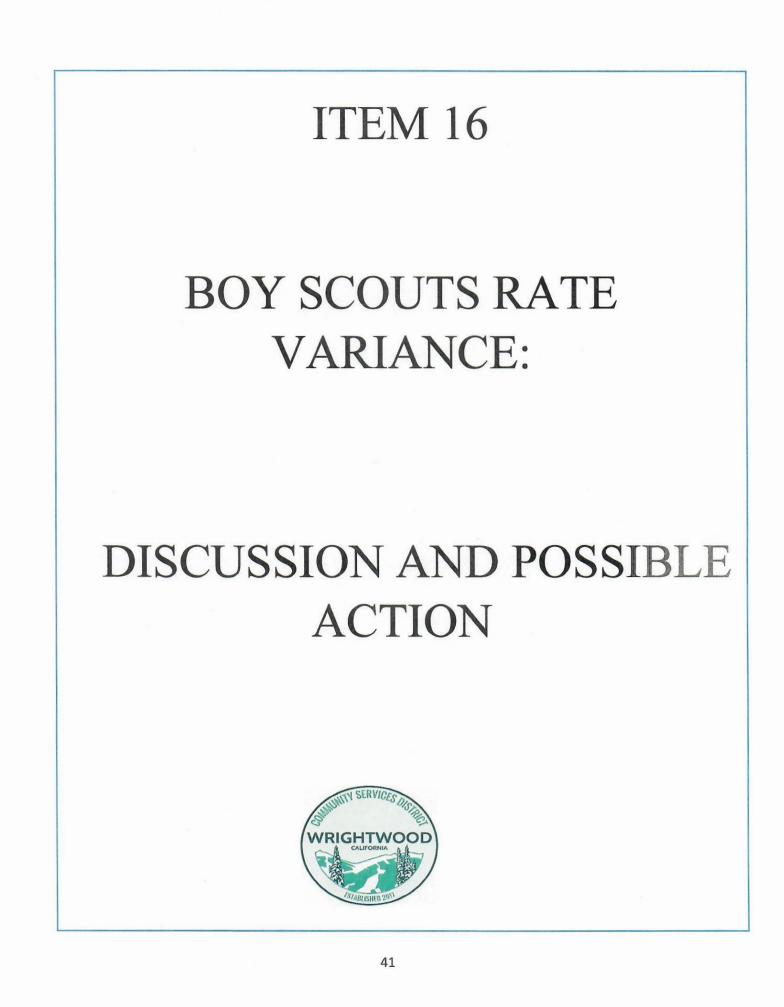
Snowline Players are looking to put on a play and are asking for a rate variance. The players have been using the building for many years and are part of the community. Due to the fact that they charge admission to their plays, my recommendation would be to charge a flat fee for the usage. I would recommend \$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: Snowhne Players	
CONTACT: Lora Steinmann	
ADDRESS:	
CONTACT PHONE NUMBER:	
CONTACT EMAIL:	
VARIANCE REQUEST AMOUNT TO BE CONSIDERED: \$210 - 1 days x 2 hoar	K
	-
DATE/DATES TO BE CONSIDERED: Various	
EXPLANATION: Childrens Summer Theatre Program	



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 x 3 x 8 x 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.

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

<u>General Liability</u>: 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.

<u>Host Liquor Liability</u>: 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: <u>memberships@usarchery.org</u>

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.

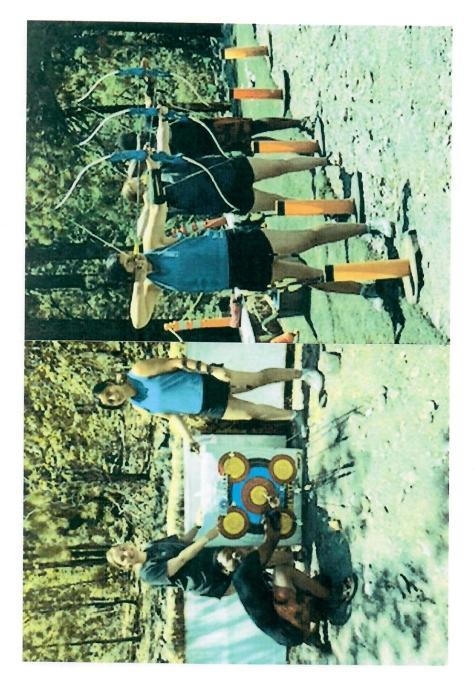
Please keep a copy of all documentation on file for claims handling purposes

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





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>

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Attachments:

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ITEM 18

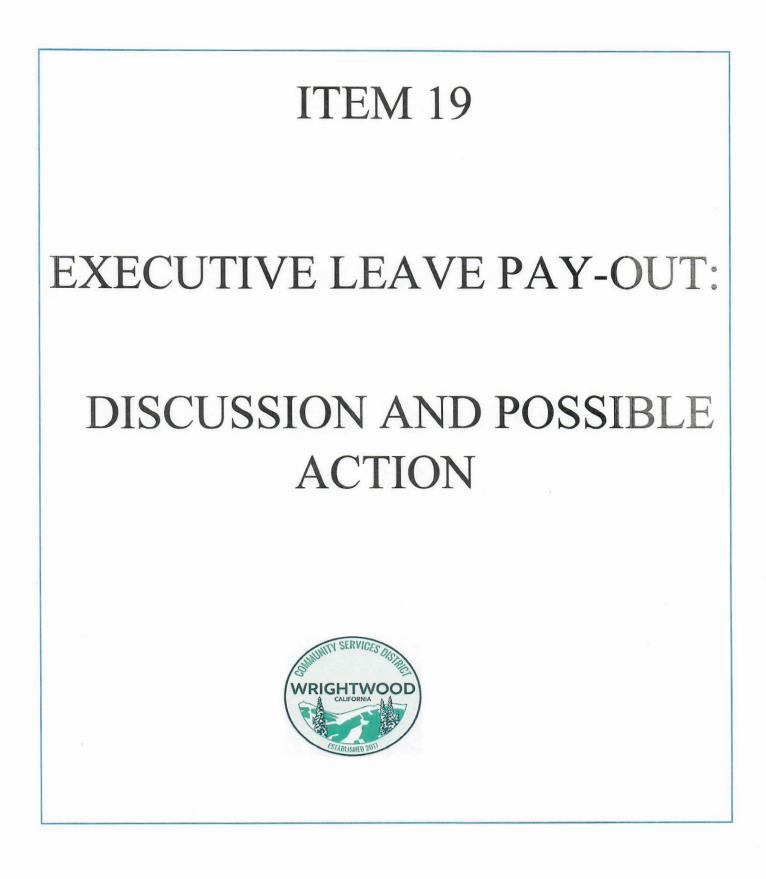
PARKS & RECREATION POSITION:

DISCUSSION AND POSSIBLE ACTION



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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.



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.

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							ng@verizon.net			4.080
TELEPHON		_		• FAX (760) 948-					2	1-376
Wrightwood Community							July 1, 000	4		
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ESTIMATE

Asphalt Solutions

	Total	\$6,780.00
	Subtotal	\$6,780.00
Hello Lory, this it's a wrote for your parking lot located at 1275 clean up the parking lot with gas power blowers and then we Rubberized crack filler then we apply 1 coat of seal and ReStri	filled out all the cracks with hot	
Asphalt cracks Repear seal coating and Rstripping		\$6,780.00
Description		Total
Phone: (760) 912-7696 Email: carlosortiz1973@gmail.com	Date	07/06/2021
16473 Green Tree Blvr Sp#11 Victorville CA 92395	Estimate #	000027

Notes:

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

Client Signature

DATE Number 71/2021 15299 Wrightwood CSD PROJECT 1275 CA Hwy 2 1275 CA Hwy 2, Wrightwood Wrightwood, Ca 92397 PROJECT 1275 CA Hwy 2, Wrightwood 1275 CA Hwy 2, Wrightwood PHONE NUMBER PRICES GOOD FOR: TERMS 760-220-8378 30 Days PAID UPON COMPLETION		PH (760) 247-8741 FAX (760) 247-4185	C C	ontrac
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