

**WRIGHTWOOD
COMMUNITY
SERVICES DISTRICT
July 5, 2022
REGULAR
BOARD MEETING**



WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

Regular Meeting of the Board of Directors

Tuesday, July 5, 2022 – 5:30pm

Community Building

1275 Hwy2, Wrightwood, CA

Agenda

5:30 PM – Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. 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 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. 2021-1 adopted by the Board on March 2, 2021, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. Agency Reports
6. Consent Calendar
 - a) May 3, 2022 Regular Board Meeting Minutes
 - b) May 17, 2022 Special Board Meeting Minutes
7. Acting General Manager's Report
8. April and May 2022 Financials
9. Boy Scout Troop 351 Request for Variance - Pancake Breakfast: Discussion and Possible Action
10. Music in the Pines Request for Variance: Discussion and Possible Action

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 waste water planning and engineering in a fiscally responsible manner.

WCSD Board of Directors
Regular Meeting – July 5, 2022
Agenda – Page Two

11. Public Hearing: Proposed FY 2022/2023 Annual Budget
12. FY 2022/2023 Annual Budget: Discussion and Possible Action
13. Resolution No. 2022-08 Establishing an Appropriations Limit for FY 2022/2023: Discussion and Possible Action
14. Proposal from Eadie and Payne to Perform Audit Services for FY 2021/2022: Discussion and Possible Action
15. First Reading of Ordinance No. 2022-01 and Proposed Resolution Establishing Rules for the Use of the District's Public Parks and Recreation Facilities: Discussion and Possible Action
16. Acting General Manager Spending Authority for Trimming and Removal of Trees: Discussion and Possible Action
17. FY 2022/2023 Agreement for Collection of Special Taxes, Fees and Assessments: Discussion and Possible Action
18. Resolution No. 2022-09 Approving Award of Sole Source Contract to Innovative Playgrounds Co. for Hollis Stewart Park Revitalization Project: Discussion and Possible Action
19. Recess to Closed Session: Public Employee Appointment
(Government Code Section 54957)
Title: General Manager
20. Return to Open Session: Announcement of Reportable Action
21. Director's Comments
22. Future Board Meeting: Tuesday August 2, 2022 – 5:30pm
23. Adjournment

Item # 6

Consent Calendar



REGULAR BOARD MEETING

May 3, 2022

Wrightwood Community Building

1275 State Highway 2

Wrightwood, CA

MINUTES

Board Members: Leo Hordyk, President
Chuck Franklin, Vice President
Natalie Lopiccolo, Member
Michelle Schneider, Member
Sadie Albers, Member

Staff Present: Steven Kennedy, Attorney
Tamara Keen, Acting General Manager

Call to Order: President Hordyk called the Meeting to order at 5:30 pm

1. **Pledge of Allegiance:** Tamie Keen, Acting General Manager
2. **Roll Call:** All were present
3. **Agenda Approval:** Vice President Franklin motioned to approve the agenda with Director Schneider seconding the motion. All in favor. Motion carries.
4. **Public Comment:** Vicki Rynek, Lions Club Member, thanked the WCSD for their \$100 donation to help purchase candy for the Easter Egg Hunt. It was a wonderful turnout, 100's of kids showed up, making this a successful event. Sean Kensinger, WCSD Parks Maint. Person, approached the Board regarding the low wages for WCSD Employees. He compared the wages with other CSD's and found the WCSD has the lowest paying wages of any CSD.
5. **Agency Reports:** Sgt. Paul Solorio, from the Victorville Station, reported there were a total of 85 calls with 7 reports made and 2 arrests. He stated, this is still below the average numbers of calls we receive. Asst. Chief Dave Corbin, with SBC Fire, also reported there was a very low volume of calls with only 37. 1 call being a vehicle fire, 3 rubbish fires and the rest of the calls being for medical aid. Corbin then turned to Captain Hegel, from Station #14, for a special presentation to 5 Mt. high employees that came to the rescue after a man had a seizure and then went into cardia arrest. The quick thinking and response of this team saved this man's life. Armando Hernandez, Jimmy Vu, Wyatt Benson, Joseph Valdez and Billie Davis were presented plaques from Mt. High General Manager, Ben Smith.
6. **Consent Calendar: April 12, 2022 Minutes** – Director Albers motioned to approve the minutes with Vice President Franklin seconding the motion. All in favor. Motion Carries
7. **Acting General Managers Report:** Acting General Manager Keen reported the dump card supplies are in and that she will be in need of volunteers to help stuff and seal the envelopes. Quick Books has been renewed for \$356 for 2 years and that a new printer has been purchased for the office. 2 "No Skateboard" signs have been added to the Veteran's Park.
8. **WVF Donation Funds Disbursement Agreement:** Tabled
9. **FY2022/2023 Budget-Discussion Only:** Vice President Franklin and Director Albers will form an Ad Hoc Committee to assist Keen with the Budget. Vicki Rynek also volunteered her time to review the budget.
10. **Public Hearing Solid Waste Management Disposal Facility Fees:** No Public comment

11. **Solid Waste Management Disposal Facility Fees-Discussion and Possible Adoption of Resolution No. 2022-05 and 2022-06:** Director Lopicollo motioned to adopt Resolution No. 2022-05 and 2022-08 with Director Schneider seconding the motion. All in favor. Motion carries.
12. **Draft Ordinance and Resolution Establishing Proposed Rules and Regulations for the Use of the District's Public Parks and Recreation Facilities:** The Board of Director's was given a draft Ordinance and Resolution for discussion, regarding the rules for use of the District's parks. It was decided that an Ordinance that forbids the riding of skateboards, scooters, bicycles and roller blading in the parks is needed. The Board gave Council Kennedy direction to create an Ordinance and include consequences for anyone violating the Ordinance.
13. **Construction of Hollis Stewart Park Project:** Director Lopiccolo stated that we are still waiting for the final proposal from Innovation Playground.
14. **Recess to Closed Session:** 6:55pm.
15. **Return from Closed Session:** 7:37pm - No reportable action.
16. **Director's Comments:** Director Albers stated that it was great to see the Life Saving Award presentation given to the Mt. High employees. Director Schneider thanked Acting General Manager Tamie Keen for all of her hard work along with thanking Vice President Franklin and Director Albers for what they are about to do as Budget Ad Hoc Committee. Vice President Franklin stated that the meeting went well and President Hordyk made no comments.
17. **Future Board Meeting:** Tuesday June 14, 2022 at 5:30pm.
18. **Adjournment:** 7:40pm

President Hordyk adjourned the meeting at 7:40pm

Minutes approved: _____
 President Leo Hordyk

Date _____, _____

SPECIAL BOARD MEETING
May 17, 2022
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

Board Members: Leo Hordyk, President
Chuck Franklin, Vice President
Natalie Lopiccolo, Member
Michelle Schneider, Member
Sadie Albers, Member

Staff Present: Tamara Keen – Acting General Manager

Call to Order: President Hordyk called the Meeting to order at 5:31 pm

1. **Pledge of Allegiance:** Acting General Manager Tamie Keen
2. **Roll Call:** All Present
3. **Agenda Approval:** Director Schneider motioned to approve the agenda with Vice President seconding the motion. All in favor. Motion carries.
4. **Public Comment:** No Public Comment
5. **General Manager Candidate Interviews:** The Board of Directors held open interviews with 3, very qualified candidates. The first to be interviewed was Jermaine Bell, followed by Pamela Wright and then Marshawn Swims.
6. **Recess to Closed Session:** 7:17pm
7. **Return to Open Session:** 8:20pm - Marshawn Swims was appointed the new General Manager for the WCSD. The board will perform contract negotiations along with a background and reference check.
8. **Director's Comments:** Director Lopicollo thanked all of the applicants, and stated that we received some great applications and resumes and is looking forward to working with Marshawn. Director Schneider echoed what Director Lopicollo said and also thanked all of the applicants. Vice President Franklin thanked Director Schneider and Director Albers for the work they did reviewing all of the resumes and coming up with some excellent candidates. Director Albers also thanked everyone that applied for the GM position, there were so many great applicants. Albers stated that she is excited for the future of the WCSD. President Hordyk agreed that this can be very challenging and it was great to get this through and select Marshawn. The future looks very bright with good leadership under our new General Manger.
9. **Future Board Meeting-** Tuesday June 14, 2022 – 5:30pm
10. **Adjournment:** 8:27pm

President Hordyk adjourned the meeting at 8:27pm

Minutes approved: _____
President Leo Hordyk

Date _____

Item # 7

Acting General Managers Report



Acting General Managers Report

First off, I want to personally thank all of the First Responders that came to Wrightwood to help battle the Sheep Creek Fire. I literally sat on my porch and watched with great admiration, as you guys came and went on the fire road above my house. I felt a sense of calm, knowing that I had over 600 angels above my house fighting that fire. I will be forever grateful, to all of you, for saving our property and the town of Wrightwood, once again! You are true hero's!

I am thrilled to announce that Wayne Cannavina joined the WCSD team, on July 1st, as our Parks Maintenance person. He has already proven to be a great asset. Marshawn Swims made the decision to not accept the position as General Manager for the WCSD, so I guess you guys are stuck with me for a little while longer.

On May 4th I arrived to work only to notice that the front end of a CR&R Truck had fallen into a sink hole, that was in our parking lot, out by the trail. No damage was done to the truck but I have had numerous people say to me that the tree, next to the hole, is leaning worse than it was before the sink hole. That same day I received a call from someone that rents the museum, that we had a broken water pipe in the museum and that there was water everywhere. Fortunately, this was not the case and it was just a leaky P-trap under the bathroom sink. A few other plumbing issues were discovered the weekend of the Arts and Wine Festival in the outdoor bathrooms. Another push button valve for the toilet went bad, causing the toilet to just run. While the plumber was there to fix it, he noticed that most of the toilets were leaking in the ladies' bathroom. An estimate will be provided in the near future.

Eagle Scout Ben Sutton painted the stage area as the final phase of his Eagle Scout Project that is now complete. The outdoor men's bathroom has had a deep cleaning and a fresh coat of paint. The women's bathroom will also be done, once I hire a new Parks Maintenance person.

The Community Building has art back up on the walls, thanks to the Wrightwood Art Center. Each piece was created by a local artist and are up for sale. Summer softball opening day was Sunday June, 5th with 11 teams playing this season. Our Green Waste Drop Off event was a huge success, with 100.8 tons of yard waste brought in.

The dump cards have finally been mailed out. I want to thank my husband Ron, my daughter Allie, Bruno and Susie Arguin, Pam Wright, Dee Potter and Rita Bemis, I couldn't have done it without you! The preliminary paperwork for the Tax Assessments have been submitted and I will be making this a priority this month to get them filed.

Item # 8

April Financials



April 2022 DISBURSEMENTS AND DEPOSITS					
Check Number	Amount	Disbursement Date	Cleared Date	Payee	Account
2228	\$150.00	2/25/2022	4/15/2022	Our Lady of the Snows	Refund Deposit
2240	\$77.90	3/21/2022	4/2/2022	Mountain Hardware	Ice Melt
2242	\$530.39	3/21/2022	4/4/2022	So Cal Gas	Community Bldg
2245	\$85.19	3/22/2022	4/4/2022	So Cal Gas	Museum
2246	\$366.31	3/29/2022	4/8/2022	Central Fire	Suppression System
2247	\$530.00	3/29/2022	4/18/2022	Doran Construction	Feb. Plow Pkg Lot
2248	\$244.26	3/29/2022	4/1/2022	Timerline Locksmith	Repair B/R Locks
2249	\$118.59	3/29/2022	4/5/2022	Verizon	Office Phone
2250	\$360.00	4/1/2022	4/4/2022	Dan Day	Umpire
2251	\$349.99	4/1/2022	4/6/2022	So Ca Edison	Comm Bldg/Elec Panel
Debit	\$63.43	4/8/2022	4/8/2022	ADP	Payroll Fees
2252	\$240.00	4/11/2022	4/18/2022	Dan Day	Umpire
2253	\$157.99	4/11/2022	4/18/2022	So Ca Edison	Museum
2254	\$157.00	4/11/2022	4/18/2022	Timberline Locksmith	Program Locks
Debit	\$773.00	4/12/2022	4/12/2022	Silk Cards Printing	Dump Cards
Debit	\$525.50	4/12/2022	4/12/2022	Amazon	Dump Card Printer Ribbon
Debit	\$26.93	4/11/2022	4/12/2022	Amazon	Dump Card Address Label
Debit	\$126.00	4/13/2022	4/13/2022	UPS Store	Print Board Packets
Debit	\$225.07	4/14/2022	4/14/2022	Diamond Environmental	Porta Pot 2x week
Debit	\$374.99	4/15/2022	4/15/2022	Intuit/QuickBooks	Acct Software
2255	\$438.14	4/11/2022	4/18/2022	So Ca Edison	Street Lights
Debit	\$355.56	4/21/2022	4/21/2022	Amazon	Office Printer
Debit	\$63.43	4/22/2022	4/22/2022	ADP	Payroll Fees
Debit	\$981.59	4/22/2022	4/22/2022	Staples	Print Dump Letter/Env
Debit	\$95.14	4/23/2022	4/23/2022	SmartSign	No Skate Sign
Debit	\$16.15	4/26/2022	4/26/2022	Amazon	Softball Measure Tape
2256	\$184.36	4/19/2022	4/27/2022	CR&R	Solid Waste
2257	\$520.00	4/25/2022	4/28/2022	SB County Health	Health Permit
2258	\$310.00	4/19/2022	4/28/2022	Mt. Progress	Public Hearing
2260	\$322.58	4/19/2022	4/29/2022	So Ca Gas	Community Bldg
2261	\$8,301.29	4/19/2022	4/27/2022	CR&R	SW Disposal Fees
2262	\$5,074.00	4/21/2022	4/28/2022	County of SB Waste Mgmt	Solid Waste
2263	\$271.31	4/21/2022	4/27/2022	Golden State Water	Community Bldg/Museum
2265	\$61.52	4/21/2022	4/29/2022	So Ca Gas	Museum
2266	\$100.00	4/21/2022	4/28/2022	Lions Club	Egg Hunt Donation
2267	\$0.00	Void	Void	Void	Void
Debit Card	\$48.60	4/29/2022	4/29/2022	Hasty Awards	Softball Medals
TOTAL	\$22,626.21				

	Payroll
4/15 Payroll	\$2,471.40
4/15 Payroll Taxes	\$679.15
TOTAL	\$3,150.55

	Deposits	
Date	Amount	Name
4/4/2022	\$210.00	Softball
4/8/2022	\$575.00	Rental Income
4/12/2022	\$90.00	Rental Income
4/14/2022	\$140.00	Silk Cards
4/20/2022	\$2,328.57	I.A County
4/20/2022	\$123,921.17	SB County
4/21/2022	\$95.00	Rental Income
TOTAL	\$127,359.74	

DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2021/2022

Month	Beginning Balance	Deposit	Total Disbursements	Payroll	Gross
Jul-21	\$179,128.60	\$11,339.22	\$56,284.93	\$7,065.55	\$127,117.34
Aug-21	\$127,006.54	\$6,887.49	\$32,987.44	\$9,435.88	\$100,906.59
Sep-21	\$100,906.59	\$19,222.30	\$30,410.67	\$6,211.46	\$89,718.22
Oct-21	\$89,718.22	\$7,990.22	\$38,593.96	\$3,140.01	\$59,114.48
Nov-21	\$59,114.48	\$80,684.63	\$30,795.82	\$5,917.25	\$109,003.29
Dec-21	\$109,003.29	\$154,660.23	\$34,252.52	\$7,953.35	\$229,411.00
Jan-22	\$229,411.00	\$14,263.65	\$34,864.12	\$2,754.42	\$206,056.11
Feb-22	\$206,056.11	\$11,887.62	\$22,178.49	\$5,583.59	\$195,765.24
Mar-22	\$195,765.24	\$45,303.52	\$46,704.68	\$8,266.32	\$190,824.26
Apr-22	\$194,364.08	\$127,359.74	\$25,776.76	\$3,150.55	\$295,947.06
May-22					
Jun-22					

Estimate Cash Flow Statement		MONTHLY HOURS				
		GM	PARK	OFFICE	PARK/REC	MONTH
Current Bank Balance	\$295,947.06					Jul-21
Savings Account	\$150,767.33	99.5	26	103		Aug-21
Reserve for Operations	\$12,515.63	153	53.25	0		Sep-21
Reserve for Capital	\$4,007.17	156.75	96.25	0		Oct-21
Reserve for Replacements	\$29,805.05	150.25	93.75	0		Nov-21
Total Estimate Revenue	\$476,519.44	151.5	62.5	0		Dec-21
		142	73	0		Jan-22
Accounts Payable	Outstanding	128	97.5	0		Feb-22
Election Payment - #5 of 6	\$10,583.00	131.75	87	0		Mar-22
		144.25	85	0		Apr-22
		151.5	65.25	0		May-22
Total Estimated Expense	\$10,583.00					Jun-22
Balance	\$465,936.44					

Election payments are due each January 2 remaining

Hours are 5 consecutive hours per work day. number of work days can vary dependent upon the days of the week, compared to the days of the month.

May-22		DISBURSEMENTS AND DEPOSITS			
Check Number	Amount	Disbursement Date	Cleared Date	Payee	Account
2259	\$126.33	4/19/2022	5/2/2022	SB & R Fire Equipment	Museum Fire Extinguishers
Debit Card	\$94.58	5/3/2022	5/3/2022	Staples	Ink/Paper
Debit Card	\$33.34	5/3/2022	5/3/2022	Amazon	Pitchers Rubber
2264	\$64.04	4/21/2022	5/23/2022	Mountain Hardware	Supples
2268	\$5,187.50	4/26/2022	5/5/2022	Brunick McElhaney & Kennedy	March Attorney Fees
2269	\$658.86	4/26/2022	5/5/2022	Campbell's Appliance	Museum Heater Repair
Debit Card	\$80.22	5/5/2022	5/5/2022	Staples	Ink
2270	\$740.00	4/26/2022	5/9/2022	Septic Control	Pump Septic (1/25/22)
2271	\$118.53	4/26/2022	5/9/2022	Verizon	Phones
Debit Card	\$15.45	5/9/2022	5/9/2022	USPS	Postage
Debit Card	\$149.01	5/11/2022	5/11/2022	Diamond Environmental	Porta Pot
Debit Card	\$107.63	5/17/2022	5/17/2022	Amazon	Rags,Paper, Masks
2272	\$240.00	5/6/2022	5/18/2022	Dan Day	Umpire
Debit Card	\$14.32	5/17/2022	5/18/2022	Amazon	Tape Measure/Softball
2274	\$429.00	5/6/2022	5/13/2022	Davison Electric	Elce Covers Vets Park
2275	\$375.00	5/6/2022	5/19/2022	Mountaineer Progress	GM Employment Ad
2276	\$722.63	5/6/2022	5/13/2022	So CA Edison	Electric- all facilities
Auto Debit	\$63.43	5/15/2022	5/16/2022	ADP	Payroll Processing
Debit Card	\$51.79	5/20/2022	5/20/2022	Amazon	Office Supplies
Debit Card	\$129.27	5/25/2022	5/25/2022	Amazon	Printer Ink
2277	\$5,437.50	5/16/2022	5/25/2022	Brunick McElhaney & Kennedy	April Attorney Fees
2278	\$9,592.59	5/16/2022	5/25/2022	CR&R	Disposal Fees
2279	\$223.14	5/16/2022	5/25/2022	So Cal Gas	Comm Bldg Gas
2280	\$276.23	5/19/2022	5/26/2022	County of SB	Solid Waste
Debit Card	\$16.15	5/26/2022	5/26/2022	Amazon	String/Softball
2281	\$120.00	5/19/2022	5/31/2022	Dan Day	Umpire
2282	\$1,993.61	5/19/2022	5/31/2022	SDRMA	Workers Comp Ins
2283	\$307.21	5/20/2022	5/26/2022	Golden State Water	Comm Bldg/Mueums
2284	\$49.12	5/20/2022	5/26/2022	So Cal Gas	Museum Gas
2285	\$90.00	5/24/2022	5/26/2022	Anthony Dickinson	Umpire
2289	\$195.00	5/26/2022	5/27/2022	Keen Plumbing	Repair P-trap Museum
Debit Card	\$33.50	5/28/2022	5/28/2022	Amazon	Toilet Paper
Auto Debit	\$63.43	5/27/2022	5/27/2022	ADP	Payroll Processing
TOTAL	\$27,798.41				

	Payroll
5/2 payroll	\$1,878.97
5/3 Payroll Taxes	\$563.65
5/16 Payroll	\$2,382.01
5/16 Payroll Taxes	\$649.61

		Deposits	
Date	Amount	Name	
5/5/2022	\$2,838.99	SB Property Tax	
5/6/2022	\$5,168.79	Franchise Fee	
5/6/2022	\$95.00	Rental Income	
5/10/2022	\$371.74	SB Property Tax	
5/13/2022	\$210.00	Softball	
5/20/2022	\$1,030.20	LA Property Tax	
5/20/2022	1453.54	SB Property Tax	
5/20/2022	\$410.00	Rental Income	
5/26/2022	\$840.00	Softball	
5/25/2022	\$420.00	Softball	
5/26/2022	\$45.00	Rental Income	
5/27/2022	\$840.00	Softball	
TOTAL	\$13,723.26		

DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2021/2022

Month	Beginning Balance	Deposit	Total Disbursements	Payroll	Gross
Jul-21	\$179,128.60	\$11,339.22	\$56,284.93	\$7,065.55	\$127,117.34
Aug-21	\$127,006.54	\$6,887.49	\$32,987.44	\$9,435.88	\$100,906.59
Sep-21	\$100,906.59	\$19,222.30	\$30,410.67	\$6,211.46	\$89,718.22
Oct-21	\$89,718.22	\$7,990.22	\$38,593.96	\$3,140.01	\$59,114.48
Nov-21	\$59,114.48	\$80,684.63	\$30,795.82	\$5,917.25	\$109,003.29
Dec-21	\$109,003.29	\$154,660.23	\$34,252.52	\$7,953.35	\$229,411.00
Jan-22	\$229,411.00	\$14,263.65	\$34,864.12	\$2,754.42	\$206,056.11
Feb-22	\$206,056.11	\$11,887.62	\$22,178.49	\$5,583.59	\$195,765.24
Mar-22	\$195,765.24	\$45,303.52	\$46,704.68	\$8,266.32	\$190,824.26
Apr-22	\$194,364.08	\$127,359.74	\$25,776.76	\$3,150.55	\$295,947.06
May-22	\$295,947.06	\$13,723.26	\$33,272.65	\$5,474.24	\$276,397.67
Jun-22					

Estimate Cash Flow Statement		MONTHLY HOURS				
		GM	PARK	OFFICE	PARK/REC	MONTH
Current Bank Balance	\$276,397.67					Jul-21
Savings Account	\$150,767.33	99.5	26	103		Aug-21
Reserve for Operations	\$12,515.63	153	53.25	0		Sep-21
Reserve for Capital	\$4,007.17	156.75	96.25	0		Oct-21
Reserve for Replacements	\$29,805.05	150.25	93.75	0		Nov-21
Total Estimate Revenue	\$456,970.05	151.5	62.5	0		Dec-21
		142	73	0		Jan-22
Accounts Payable	Outstanding	128	97.5	0		Feb-22
Election Payment - #5 of 6	\$10,583.00	131.75	87	0		Mar-22
		144.25	85	0		Apr-22
		151.5	65.25	0		May-22
Total Estimated Expense	\$10,583.00	168.75	79	0		Jun-22
Balance	\$446,387.05					

Election payments are due each January 2 remaining

Hours are 5 consecutive hours per work day. number of work days can vary dependent upon the days of the week, compared to the days of the month.

Item # 9

Boy Scout Request for Variance



From: leebayless@aol.com
Sent: Friday, April 29, 2022 2:33 PM
To: office@wrightwoodcsd.org
Subject: Rate variance for BSA Troop 351- Pancake Breakfast fundraiser
Attachments: Request for Facility Rate Variance.docx

Hi Tammy,

This is Lee Bayless from Troop 351, we spoke earlier this week about the Car Show pancake breakfast fundraiser. Attached you will find the Request for rate variance for the Community Building use for the event. If you need anything else from me before next weeks meeting, please let me know. I plan to be at the meeting to answer any questions the board might have, but I need to know if this meeting will be held in person, or will it only be available by zoom?

Thank you for your time.

Lee Bayless
ASM, Troop 351
leebayless@aol.com
760-617-2135

Request for Facility Rate Variance

Organization: Wrightwood Boy Scout Troop 351

Contact: Sheri Ryan

Address: P. O. Box 219 Wrightwood, CA 92397

Contact Phone: 951-533-5888

Contact email: shryanx2@gmail.com

Date Variance requested: August 20, 2022

Time Requested: 5:30 am-12:30 pm

Variance Request Amount to be Considered: \$150

Date/Dates to be considered: August 20, 2022

Explanation: This is the second year the Wrightwood Boy Scout Troop has taken over the annual pancake breakfast during the Wrightwood Classis Car Show. The Troop uses 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 for food prep and cooking and serving the breakfast in the Community Building. The event, with set up and take down, will take place between 5:30am and 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 # 10

Music in the Pines Request for a 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: Music in the Pines
CONTACT: Dan Campbell 760 662 1110 & Claudia Campbell
ADDRESS: PO Box 2241 816 4193199
CONTACT PHONE NUMBER: _____
CONTACT EMAIL: _____
DATE VARIANCE REQUESTED: June 30, July 14 & 28, and Aug 11

VARIANCE REQUEST 3 hrs x 15 = 45
AMOUNT TO BE CONSIDERED: Total = 180 - x 4 performances 180 -
DATE/DATES TO BE CONSIDERED: 6/30, 7/14, 7/28 and 8/11

EXPLANATION:
Music in the Pines is a free event
to the community. It is a not for profit community
event. All of the bands are paid for by donations

Item # 11

Public Hearing



NOTICE

NOTICE IS HEREBY GIVEN that the Acting General Manager of the Wrightwood Community Services District (“District”) has prepared a proposed final budget for fiscal year 2022-2023 which is available for inspection at the District offices located at 1275 State Highway 2, Wrightwood, California, during the District’s regular business hours of 8:00 a.m. to 1:00 p.m. on Mondays through Fridays.

On June 14, 2022, at 5:30 p.m., the District’s Board of Directors will hold a public hearing to consider adoption of the final budget for fiscal year 2022-2023. The hearing will be conducted during a special meeting of the District’s Board of Directors held at the Wrightwood Community Building located at 1275 State Highway 2, Wrightwood, California. Any person may appear at the meeting and be heard regarding any item in the budget or regarding the addition of other items. The hearing on the budget may be continued from time to time.

For more information, you may contact Tamie Keen, the District’s Acting General Manager, by telephone at (760) 249-3205 during the District’s regular business hours or by e-mail at office@wrightwoodcsd.org.

By: Tamie Keen
Acting General Manager

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Acting General Manager of the Wrightwood Community Services District ("District") has prepared a proposed final budget for fiscal year 2022-2023 which is available for inspection at the District offices located at 1275 State Highway 2, Wrightwood, California, during the District's regular business hours of 8:00 a.m. to 1:00 p.m. on Mondays through Fridays.

On June 14, 2022, at 5:30 p.m., the District's Board of Directors will hold a public hearing to consider adoption of the final budget for fiscal year 2022-2023. The hearing will be conducted during a special meeting of the District's Board of Directors held at the Wrightwood Community Building located at 1275 State Highway 2, Wrightwood, California. Any person may appear at the meeting and be heard regarding any item in the budget or regarding the addition of other items. The hearing on the budget may be continued from time to time.

For more information, you may contact Tamie Keen, the District's Acting General Manager, by telephone at (760) 249-3205 during the District's regular business hours or by e-mail at office@wrightwoodcsd.org.

By Tamie Keen
Acting General Manager

Published in the Mountaineer Progress Newspaper: May 26, 2022

Item # 12

FY 2022/23 Annual Budget



**Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023**

	Jul '22 - Jun 23	Budget	Jul '22 - Jun 23
Ordinary Income/Expense			
Income			
4000 · Facility Rental			
4000.1 · CC Parking Lot	0.00	3,500.00	0.00
4000.2 · Kitchen Fees	0.00	500.00	0.00
4000.3 · Old Firehouse / Museum	0.00	2,100.00	0.00
4000.7 · Vivian Null Park Stage	0.00	0.00	0.00
4000.8 · WW Community Bldg	0.00	3,100.00	0.00
4000 · Facility Rental - Other	0.00	0.00	0.00
Total 4000 · Facility Rental	0.00	9,200.00	0.00
4100 · Property Tax	0.00	168,000.00	0.00
4200 · Solid Waste Franchise Fee	0.00	82,000.00	0.00
4300 · Solid Waste Fees	0.00	228,000.00	0.00
4400 · Sports League			
4400.2A · Softball	0.00	12,000.00	0.00
4400.2B · Flag Football	0.00	0.00	0.00
4400.2C · Soccer	0.00	0.00	0.00
4400.2D · Corn Hole	0.00	0.00	0.00
Total 4400 · Sports League	0.00	12,000.00	0.00
4500 · Donations	0.00	0.00	0.00
Total Income	0.00	499,200.00	0.00
Gross Profit	0.00	499,200.00	0.00
Expense			
4800 · Dump Card Replacements	0.00	100.00	0.00
5000 · Advertising & Marketing	0.00	1,800.00	0.00
5010 · Bank Charges & Fees	0.00	0.00	0.00
5015 · Credit Card Fees	0.00	0.00	0.00
5020 · Depreciation	0.00	0.00	0.00
5025 · Grant Expense	0.00	0.00	0.00
5030 · Dues & Subscriptions			
5030.1 · LAFCO Apportionments	0.00	430.10	0.00
5030.2 · Memberships	0.00	1,618.00	0.00
5030 · Dues & Subscriptions - Other	0.00	0.00	0.00
Total 5030 · Dues & Subscriptions	0.00	2,048.10	0.00
5040 · Election Costs	0.00	29,483.50	0.00
5050 · Equipment	0.00	0.00	0.00
5060 · Green Waste Fees - FSC	0.00	5,400.00	0.00

**Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023**

	Jul '22 - Jun 23	Budget	Jul '22 - Jun 23
5070 · Insurance			
5070.1 · Property & Liability	0.00	9,848.10	0.00
5070.2 · Workers Compensation	0.00	3,001.09	0.00
Total 5070 · Insurance	0.00	12,849.19	0.00
5080 · Meals & Entertainment	0.00	400.00	0.00
5085 · Donation Expense	0.00	2,000.00	0.00
5090 · Office Admin			
5090.1 · Office Equipment	0.00	1,000.00	0.00
5090.2 · Online Software	0.00	252.46	0.00
5090.3 · Postage	0.00	220.00	0.00
5090.4 · Printing	0.00	500.00	0.00
5090.5 · Supplies	0.00	1,175.00	0.00
5090.6 · SW Dump Card			
5090.61 · Dump Card Printing	0.00	900.00	0.00
5090.62 · Dump Card Postage	0.00	800.00	0.00
5090.63 · Dump Cards Supplies	0.00	1,200.00	0.00
Total 5090.6 · SW Dump Card	0.00	2,900.00	0.00
Total 5090 · Office Admin	0.00	6,047.46	0.00
5100 · Payroll Expenses			
5100.1 · Administrative Staff	0.00	24,000.00	0.00
5100.2 · GM Salaries	0.00	87,996.00	0.00
5100.3 · Park Maintenance	0.00	21,800.00	0.00
5100.4 · Overtime	0.00	1,000.00	0.00
5100.5 · Parks & Recreation Coordinator	0.00	0.00	0.00
5100 · Payroll Expenses - Other	0.00	0.00	0.00
Total 5100 · Payroll Expenses	0.00	134,796.00	0.00
5110 · Payroll Tax Expense			
5110.1 · Federal Payroll Taxes	0.00	0.00	0.00
5110.2 · State Payroll Taxes	0.00	0.00	0.00
5110 · Payroll Tax Expense - Other	0.00	14,008.00	0.00
Total 5110 · Payroll Tax Expense	0.00	14,008.00	0.00
5120 · Permits & Licenses			
5120.1 · Health Permit	0.00	665.00	0.00
5120.2 · Suppresion System	0.00	150.00	0.00
Total 5120 · Permits & Licenses	0.00	815.00	0.00

Wrightwood Community Services District Profit & Loss Budget Performance July 2022 through June 2023

	Jul '22 - Jun 23	Budget	Jul '22 - Jun 23
5130 · Professional Services			
5130.1 · Accounting	0.00	1,000.00	0.00
5130.2 · Audit	0.00	15,000.00	0.00
5130.3 · Legal Services	0.00	40,000.00	0.00
5130.5 · Payroll Processing	0.00	1,420.24	0.00
Total 5130 · Professional Services	0.00	57,420.24	0.00
5140 · Rent & Lease			
5140.1 · Porta Potty	0.00	5,600.00	0.00
Total 5140 · Rent & Lease	0.00	5,600.00	0.00
5150 · Repairs & Maintenance			
5150.1 · Equipment	0.00	3,113.63	0.00
5150.2 · Facility Maintenance	0.00	9,300.00	0.00
5150.3 · Job Supplies	0.00	4,500.00	0.00
5150.4 · Plumbing Repairs	0.00	2,000.00	0.00
5150.5 · Property	0.00	3,000.00	0.00
5150.6 · Septic Maintenance	0.00	1,475.00	0.00
5150.7 · Street Lights	0.00	500.00	0.00
Total 5150 · Repairs & Maintenance	0.00	23,888.63	0.00
5160 · Security	0.00	485.08	0.00
5180 · Services			
5180.2 · Sports League			
5180.2A · Softball	0.00	4,000.00	0.00
5180.2C · Cornhole	0.00	0.00	0.00
5180.2D · Other Park & Rec Expenses	0.00	1,000.00	0.00
5180.2 · Sports League - Other	0.00	0.00	0.00
Total 5180.2 · Sports League	0.00	5,000.00	0.00
5180 · Services - Other	0.00	0.00	0.00
Total 5180 · Services	0.00	5,000.00	0.00
5190 · Solid Waste Disposal Fees	0.00	165,833.78	0.00
5210 · Telephone			
5210.2 · Internet	0.00	0.00	0.00
5210.3 · Office Phone	0.00	1,435.32	0.00
5210 · Telephone - Other	0.00	0.00	0.00
Total 5210 · Telephone	0.00	1,435.32	0.00
5220 · Travel	0.00	0.00	0.00

Wrightwood Community Services District
Profit & Loss Budget Performance
 July 2022 through June 2023

06/10/22

Accrual Basis

	Jul '22 - Jun 23	Budget	Jul '22 - Jun 23
5240 · Utilities			
5240.1 · Electric			
5240.1A · Community Center	0.00	4,500.00	0.00
5240.1B · Museum	0.00	750.00	0.00
5240.1C · Street Lights	0.00	5,309.15	0.00
5240.1D · Electrical Panel	0.00	290.00	0.00
Total 5240.1 · Electric	0.00	10,849.15	0.00
5240.2 · Gas			
5240.2A · Community Center	0.00	2,639.29	0.00
5240.2B · Museum	0.00	800.00	0.00
Total 5240.2 · Gas	0.00	3,439.29	0.00
5240.3 · Trash			
5240.3A · Community Center	0.00	2,885.03	0.00
Total 5240.3 · Trash	0.00	2,885.03	0.00
5240.4 · Water			
5240.4A · Community Center	0.00	3,720.03	0.00
5240.4B · Museum	0.00	360.00	0.00
Total 5240.4 · Water	0.00	4,080.03	0.00
Total 5240 · Utilities	0.00	21,253.50	0.00
5300 · Capital Outlay			
5300.1 · Playground Upgrade	0.00	25,000.00	0.00
5300 · Capital Outlay - Other	0.00	0.00	0.00
Total 5300 · Capital Outlay	0.00	25,000.00	0.00
5900 · Debt Service			
5900.1 · Principal Expense	0.00	1,262.51	0.00
5900.2 · Interest	0.00	0.00	0.00
5900 · Debt Service - Other	0.00	0.00	0.00
Total 5900 · Debt Service	0.00	1,262.51	0.00
Total Expense	0.00	516,926.31	0.00
Net Ordinary Income	0.00	-17,726.31	0.00

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06/10/22

Accrual Basis

Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	Jul '22 - Jun 23
Other Income/Expense			
Other Income			
4600 - Interest Income	0.00	440.56	0.00
Total Other Income	0.00	440.56	0.00
Net Other Income	0.00	440.56	0.00
Net Income	<u>0.00</u>	<u>-17,285.75</u>	<u>0.00</u>

Wrightwood Community Services District
Profit & Loss Budget Performance
 July 2022 through June 2023

	YTD Budget	Annual Budget
Ordinary Income/Expense		
Income		
4000 · Facility Rental		
4000.1 · CC Parking Lot	3,500.00	3,500.00
4000.2 · Kitchen Fees	500.00	500.00
4000.3 · Old Firehouse / Museum	2,100.00	2,100.00
4000.7 · Vivian Null Park Stage	0.00	0.00
4000.8 · WW Community Bldg	3,100.00	3,100.00
4000 · Facility Rental - Other	0.00	0.00
Total 4000 · Facility Rental	9,200.00	9,200.00
4100 · Property Tax	168,000.00	168,000.00
4200 · Solid Waste Franchise Fee	82,000.00	82,000.00
4300 · Solid Waste Fees	228,000.00	228,000.00
4400 · Sports League		
4400.2A · Softball	12,000.00	12,000.00
4400.2B · Flag Football	0.00	0.00
4400.2C · Soccer	0.00	0.00
4400.2D · Corn Hole	0.00	0.00
Total 4400 · Sports League	12,000.00	12,000.00
4500 · Donations	0.00	0.00
Total Income	499,200.00	499,200.00
Gross Profit	499,200.00	499,200.00
Expense		
4800 · Dump Card Replacements	100.00	100.00
5000 · Advertising & Marketing	1,800.00	1,800.00
5010 · Bank Charges & Fees	0.00	0.00
5015 · Credit Card Fees	0.00	0.00
5020 · Depreciation	0.00	0.00
5025 · Grant Expense	0.00	0.00
5030 · Dues & Subscriptions		
5030.1 · LAFCO Apportionments	430.10	430.10
5030.2 · Memberships	1,618.00	1,618.00
5030 · Dues & Subscriptions - Other	0.00	0.00
Total 5030 · Dues & Subscriptions	2,048.10	2,048.10
5040 · Election Costs	29,483.50	29,483.50
5050 · Equipment	0.00	0.00
5060 · Green Waste Fees - FSC	5,400.00	5,400.00

Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023

06/10/22

Accrual Basis

	YTD Budget	Annual Budget
5070 · Insurance		
5070.1 · Property & Liability	9,848.10	9,848.10
5070.2 · Workers Compensation	3,001.09	3,001.09
Total 5070 · Insurance	12,849.19	12,849.19
5080 · Meals & Entertainment	400.00	400.00
5085 · Donation Expense	2,000.00	2,000.00
5090 · Office Admin		
5090.1 · Office Equipment	1,000.00	1,000.00
5090.2 · Online Software	252.46	252.46
5090.3 · Postage	220.00	220.00
5090.4 · Printing	500.00	500.00
5090.5 · Supplies	1,175.00	1,175.00
5090.6 · SW Dump Card		
5090.61 · Dump Card Printing	900.00	900.00
5090.62 · Dump Card Postage	800.00	800.00
5090.63 · Dump Cards Supplies	1,200.00	1,200.00
Total 5090.6 · SW Dump Card	2,900.00	2,900.00
Total 5090 · Office Admin	6,047.46	6,047.46
5100 · Payroll Expenses		
5100.1 · Administrative Staff	24,000.00	24,000.00
5100.2 · GM Salaries	87,996.00	87,996.00
5100.3 · Park Maintenance	21,800.00	21,800.00
5100.4 · Overtime	1,000.00	1,000.00
5100.5 · Parks & Recreation Coordinator	0.00	0.00
5100 · Payroll Expenses - Other	0.00	0.00
Total 5100 · Payroll Expenses	134,796.00	134,796.00
5110 · Payroll Tax Expense		
5110.1 · Federal Payroll Taxes	0.00	0.00
5110.2 · State Payroll Taxes	0.00	0.00
5110 · Payroll Tax Expense - Other	14,008.00	14,008.00
Total 5110 · Payroll Tax Expense	14,008.00	14,008.00
5120 · Permits & Licenses		
5120.1 · Health Permit	665.00	665.00
5120.2 · Suppression System	150.00	150.00
Total 5120 · Permits & Licenses	815.00	815.00

Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023

06/10/22

Accrual Basis

	YTD Budget	Annual Budget
5130 · Professional Services		
5130.1 · Accounting	1,000.00	1,000.00
5130.2 · Audit	15,000.00	15,000.00
5130.3 · Legal Services	40,000.00	40,000.00
5130.5 · Payroll Processing	1,420.24	1,420.24
Total 5130 · Professional Services	57,420.24	57,420.24
5140 · Rent & Lease		
5140.1 · Porta Potty	5,600.00	5,600.00
Total 5140 · Rent & Lease	5,600.00	5,600.00
5150 · Repairs & Maintenance		
5150.1 · Equipment	3,113.63	3,113.63
5150.2 · Facility Maintenance	9,300.00	9,300.00
5150.3 · Job Supplies	4,500.00	4,500.00
5150.4 · Plumbing Repairs	2,000.00	2,000.00
5150.5 · Property	3,000.00	3,000.00
5150.6 · Septic Maintenance	1,475.00	1,475.00
5150.7 · Street Lights	500.00	500.00
Total 5150 · Repairs & Maintenance	23,888.63	23,888.63
5160 · Security	485.08	485.08
5180 · Services		
5180.2 · Sports League		
5180.2A · Softball	4,000.00	4,000.00
5180.2C · Cornhole	0.00	0.00
5180.2D · Other Park & Rec Expenses	1,000.00	1,000.00
5180.2 · Sports League - Other	0.00	0.00
Total 5180.2 · Sports League	5,000.00	5,000.00
5180 · Services - Other	0.00	0.00
Total 5180 · Services	5,000.00	5,000.00
5190 · Solid Waste Disposal Fees	165,833.78	165,833.78
5210 · Telephone		
5210.2 · Internet	0.00	0.00
5210.3 · Office Phone	1,435.32	1,435.32
5210 · Telephone - Other	0.00	0.00
Total 5210 · Telephone	1,435.32	1,435.32
5220 · Travel	0.00	0.00

Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023

	YTD Budget	Annual Budget
5240 · Utilities		
5240.1 · Electric		
5240.1A · Community Center	4,500.00	4,500.00
5240.1B · Museum	750.00	750.00
5240.1C · Street Lights	5,309.15	5,309.15
5240.1D · Electrical Panel	290.00	290.00
Total 5240.1 · Electric	10,849.15	10,849.15
5240.2 · Gas		
5240.2A · Community Center	2,639.29	2,639.29
5240.2B · Museum	800.00	800.00
Total 5240.2 · Gas	3,439.29	3,439.29
5240.3 · Trash		
5240.3A · Community Center	2,885.03	2,885.03
Total 5240.3 · Trash	2,885.03	2,885.03
5240.4 · Water		
5240.4A · Community Center	3,720.03	3,720.03
5240.4B · Museum	360.00	360.00
Total 5240.4 · Water	4,080.03	4,080.03
Total 5240 · Utilities	21,253.50	21,253.50
5300 · Capital Outlay		
5300.1 · Playground Upgrade	25,000.00	25,000.00
5300 · Capital Outlay - Other	0.00	0.00
Total 5300 · Capital Outlay	25,000.00	25,000.00
5900 · Debt Service		
5900.1 · Principal Expense	1,262.51	1,262.51
5900.2 · Interest	0.00	0.00
5900 · Debt Service - Other	0.00	0.00
Total 5900 · Debt Service	1,262.51	1,262.51
Total Expense	516,926.31	516,926.31
Net Ordinary Income	-17,726.31	-17,726.31

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06/10/22

Accrual Basis

Wrightwood Community Services District
Profit & Loss Budget Performance
July 2022 through June 2023

	YTD Budget	Annual Budget
Other Income/Expense		
Other Income		
4600 - Interest Income	440.56	440.56
Total Other Income	440.56	440.56
Net Other Income	440.56	440.56
Net Income	<u>-17,285.75</u>	<u>-17,285.75</u>

Item # 13
Resolution No. 2022-08
Establishing an
Appropriations
Limit for FY 2022/23



RESOLUTION NO. 2022-08

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WRIGHTWOOD
COMMUNITY SERVICES DISTRICT ESTABLISHING AN APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2022/2023**

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 2022/2023 (the “Fiscal Year”), as established in accordance with Section 7902 of the Government Code, is set forth as \$746,246.00

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 14th day of June 2022.

X

Leo Hordyk
President of Wrightwood Community Servic...

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

I, Tamara Keen, Acting General Manager of the Board of Directors of the Wrightwood Community Services District, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-08, was duly adopted by the Board of Directors of said District at a special meeting of said Board held on the 14th day of June 2022, and that it was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

X _____

Tamara Keen
Acting General Manager

WRIGHTWOOD COMMUNITY
SERVICES DISTRICT
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2022/2023

	<u>AMOUNT</u>
A. LAST YEAR'S LIMIT	<u>\$ 697,067</u>
B. ADJUSTMENT FACTORS	
1. Population %	7.5500%
2. Change in per-capita income in Califor	-0.4600%
Total Adjustment %	<u>7.0553%</u>
C. ANNUAL ADJUSTMENT \$	<u>49,179</u>
D. OTHER ADJUSTMENTS:	-
E. TOTAL ADJUSTMENTS	<u>49,179</u>
F. CURRENT YEAR'S LIMIT	<u><u>\$ 746,246</u></u>

Per Price and Population Letter 2022

<https://dof.ca.gov/wp-content/uploads/Forecasting/Demographics/Documents/PriceandPo>

Recalculation using example in the Price and Population letter:

Price Factor

Per Capita Cost of Living Change

FY 2022-2023 7.55 %

Annual Percent Change in Population

San Bernardino County

Unincorporated -0.46 %

Per Capital Cost of Living Change converted to ratio $(7.55+100)/100$

Change in Population converted to ratio $(-.46+100)/100$

Calculation factor for FY 2022-2023 $(1.0755*.9954)$

Current year's limit

Rounding Variance

Item # 14
Proposal from
Eadie and Payne



May 16, 2022

Board of Directors
Wrightwood Community Services District
1275 Hwy 2
Wrightwood, CA 92397



Dear Board of Directors:

Eadie and Payne, LLP is pleased to provide Wrightwood Community Services District with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, and each major fund of Wrightwood Community Services District, as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise Wrightwood Community Services District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements.

Eadie Payne, LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

Office: 951-241-7800
www.eadielapayne.com

Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual

For purpose of these financial statements, management has chosen to exclude the Management's Discussion and Analysis from the supplementary information, the omission will be noted in our auditor's report.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Minimum Audit Requirements for California Special Districts* issued by the State Controller's Office. As part of an audit in accordance with GAAS the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Minimum Audit Requirements for California Special Districts* issued by the State Controller's Office, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Wrightwood Community Services District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Wrightwood Community Services District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will perform agreed-upon procedures as described in the attached schedule (Attachment A) in connection with the Appropriation Limit Worksheet of the Wrightwood Community Services District for the Year ended June 30, 2022. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. Because the agreed-upon procedures listed in the attached schedule does not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which Management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from Management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;

- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform,

- Propose adjusting or correcting journal entries to be reviewed and approved by Wrightwood Community Services District's management.
- Prepare the basic financial statements based on the adjusted trial balance and other information obtained from Wrightwood Community Services District's personnel and to be reviewed and approved by Wrightwood Community Services District's management.
- Prepare the Special Districts Financial Transactions Report required by the State Controller's Office (SCO Report)
- Assistance with fund accounting

We will not assume management responsibilities on behalf of Wrightwood Community Services District. However, we will provide advice and recommendations to assist management of Wrightwood Community Services District in performing its responsibilities.

Wrightwood Community Services District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services are limited to those identified above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Wrightwood Community Services District's basic financial statements. Our report will be addressed to the governing body of Wrightwood Community Services District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as mutually agreed upon with management.

Brandon Ferrell is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Eadie and Payne, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$12,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Wrightwood Community Services District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The stated audit fees do not include the preparation of the SCO report and any assistance with fund accounting or implementation of the new accounting standards. *GASB 87 Leases*, is required to be implemented by the District for the year ended June 30, 2022. Eadie and Payne, LLP is available for assistance at our normal fee rate.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators or designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

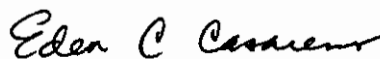
We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Eadie and Payne, LLP



Brandon Ferrell, Senior Manager



Eden C. Casareno, Partner

Attachment: Agreed-Upon Procedures
Peer Review Letter
Terms and Conditions Addendum

RESPONSE:

This letter correctly sets forth our understanding.

Wrightwood Community Services District

Acknowledged and agreed on behalf of Wrightwood Community Services District by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

ATTACHMENT A
AGREED-UPON PROCEDURES

Appropriation Limit Worksheet of the Wrightwood Community Services District for the year ended June 30, 2022

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the District Board. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the District Board.
2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.
3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.
4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the District Board during the prior year.



CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

1111 L. Victoria Street 2nd Floor, Santa Barbara, CA 93101, (805) 962-9175, Fax: 1 (805) 880-0350, www.mcgowan.com

Report on the Firm's System of Quality Control

July 24, 2019

To the Partners of Eadie & Payne, LLP
and the Peer Review Committee of California Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Eadie & Payne, LLP has received a peer review rating of pass.

McGowan Guntermann

McGowan Guntermann

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due upon receipt. If payment is not received within 30 days, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 5 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Item # 15

First Reading Of
Ordinance No. 2022-01



ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT
AUTHORIZING ADOPTION OF RULES AND REGULATIONS FOR
THE USE OF ITS PUBLIC PARKS AND RECREATION FACILITIES**

WHEREAS, the Wrightwood Community Services District (“the District”) is a Community Services District organized and operating pursuant to Government Code 61000 et seq.

WHEREAS, the District was formed pursuant to Resolution No. 3245 of the Local Agency Formation Commission of the County of San Bernardino (“LAFCO”) adopted on May 25, 2017.

WHEREAS, pursuant to Condition No. 6 of LAFCO Resolution No. 3245 and Section 61100(e) of the California Government Code, the District is expressly authorized to perform the following functions and services as active powers: “Acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space, in the same manner as a recreation and park district formed pursuant to the Recreation and Park District Law (commencing with Section 5780) of the Public Resources Code.”

WHEREAS, under California Government Code Sections 61060(a) and (b), and California Public Resources Code Sections 5786.1(i) and (j), the District is authorized to adopt, by ordinance in accordance with the procedures set forth in California Government Code Section 25120 et seq., and enforce rules and regulations for the administration, operation, and use and maintenance of its facilities and services related to its parks and recreations powers.

WHEREAS, on _____, 2022, this Ordinance was duly introduced by the District’s Board of Directors in accordance with California Government Code Section 25131.

NOW, THEREFORE, the Board of Directors of the Wrightwood Community Services District ordains as follows:

SECTION 1: RULES AND REGULATIONS

The District is hereby authorized to establish rules and regulations for the administration, operation, and use and maintenance of its facilities and services related to the exercise of its powers to acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space, by adoption of a separate Resolution, as may be amended from time to time, by the District’s Board of Directors.

SECTION 2: VIOLATIONS

Any person violating any provision of this Ordinance, as determined by the District’s General Manager, may be denied the use of parks and park facilities under the jurisdiction of this Ordinance, may be prosecuted as committing either a misdemeanor or an infraction by the District’s General Manager in the name of the people of the State of California, or may be the subject of redress by civil action.

SECTION 3: PENALTY

Every violation of the provisions of this Ordinance that is determined to be an infraction shall be punishable by (a) a fine not exceeding \$100 for a first violation of this Ordinance; (b) a fine not exceeding \$500 for a second violation of this Ordinance within one year; (c) a fine not exceeding \$1,000 for each additional violation of this Ordinance within one year. If found guilty, a person may be refused future access to all parks and park facilities under the jurisdiction of this Ordinance.

SECTION 4: SEVERABILITY

This Ordinance and various parts, sections, and clauses hereof are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of record, the remainder of this Ordinance shall not be affected thereby. The District's Board of Directors hereby declares that it would have passed this Ordinance, and each part thereof, regardless of the fact that one or more of such parts would be declared unconstitutional or invalid.

SECTION 5: ENFORCEMENT

The District's General Manager is hereby authorized to take any and all actions necessary to carry out the intent of the District's Board of Directors as is stated herein and as otherwise required in order to comply with applicable law.

SECTION 6: OPERATION

This Ordinance supersedes any prior rule, regulation, ordinance, or resolution inconsistent with the terms hereof and shall take effect thirty (30) days after adoption.

ADOPTED this ____ day of _____, 2022.

ROLL CALL

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

RESOLUTION NO. 2022-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT
ESTABLISHING RULES AND REGULATIONS FOR
THE USE OF ITS PUBLIC PARKS AND RECREATION FACILITIES**

WHEREAS, the Wrightwood Community Services District ("the District") is a Community Services District organized and operating pursuant to Government Code 61000 et seq.

WHEREAS, pursuant to Ordinance No. 2022-01 adopted by the District's Board of Directors on _____, 2022, the District is authorized to establish rules and regulations for the administration, operation, and use and maintenance of its facilities and services related to the exercise of its powers to acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space.

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

SECTION 1: RULES AND REGULATIONS

The rules and regulations attached hereto as Exhibit "A" and incorporated herein by this reference are hereby adopted and shall govern the use of District recreation facilities, including, but not limited to, parks and open space.

SECTION 2: ENFORCEMENT

The District's General Manager is hereby authorized to take all necessary actions to enforce this Resolution and to issue permits to engage in specified recreational activities in specified parks or areas owned or governed by the District subject to the usage restrictions set forth herein.

SECTION 3: EXCEPTIONS

The provisions of the above sections shall not be construed to prohibit persons from engaging in organized recreational activities conducted and scheduled by the District or to prohibit the District from conducting such activities.

SECTION 4: SEVERABILITY

This Resolution and various parts, sections, and clauses hereof are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of record, the remainder of this Resolution shall not be affected thereby. The District's Board of Directors hereby declares that it would have passed this Resolution, and each part thereof, regardless of the fact that one or more of such parts would be declared unconstitutional or invalid.

SECTION 5: OPERATION

This Resolution supersedes any prior rule, regulation, ordinance, or resolution inconsistent with the terms hereof and shall take effect thirty (30) days after adoption.

ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Directors

ATTEST

Secretary, Board of Directors

EXHIBIT "A"

RULES AND REGULATIONS

1. The riding, use, and/or operation of bicycles, scooters, skateboards, roller skates, and/or roller blades at the Veterans Memorial Park is prohibited.
- 2.
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- 12.
- 13.
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- 16.
- 17.
- 18.
- 19.
- 20.

Item # 16

Acting GM Spending Authority for Trimming and Removal of Trees



Item # 17

FY 2022/2023 Agreement for Collection of Special Taxes, Fees and Assessments





AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2022-23

THIS AGREEMENT is made and entered into this 5th day of July, 2022,
by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and
the Wrightwood Community Services, hereinafter referred to as "City".
District

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the City and County have determined that it is in the public interest that the County, when requested by City, collect on the County tax rolls the special taxes, fees, and assessments for City.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by City as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of City, and of each zone or improvement district thereof.

2. When County is to collect City's special taxes, fees, and assessments, City agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge City an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the City, not to exceed County's actual cost of collection.

4. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

5. City hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of City's responsibility under this

agreement, or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned City hereby assumes any and all responsibility for making such a determination. The undersigned City agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, City agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on City's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify City of its intent to implement any offset authorized by this paragraph.

7. City agrees that its officers, agents and employees will cooperate with County by answering inquiries made to City by any person concerning City's special tax, fee, or assessment, and City agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. City shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by City shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2022-23 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

City: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Linda Santillano

Title: Chief Deputy, Property Tax

Date: _____

Wrightwood CSD

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

Charting Wrightwood's Destiny for Parks & Rec, Solid Waste and Streetlights

DA Account #: 075.33

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and *Wrightwood Community Services District* to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to Wrightwood Community Services District.

I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to *Wrightwood Community Services District* at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. *Wrightwood Community Services District* will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission - \$0.25 per assessment per parcel

For correction of direct assessments requested by *Wrightwood Community Services District* after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to *Wrightwood Community Services District* that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20th advance distribution. Any additional charges are deducted on the next available distribution of monies.

Agreement for Billing of Direct Assessments

III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to Wrightwood Community Services District.

1275 State Highway 2
Wrightwood, CA 92397

Wrightwood CSD

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

Charting Wrightwood's Destiny for Parks & Rec, Solid Waste and Streetlights

Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to *Wrightwood Community Services District*.

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. *Wrightwood Community Services District* warrants that the taxes, fees, or assessments imposed by *Wrightwood Community Services District* and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

Wrightwood Community Services District hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of *Wrightwood Community Services District* responsibility under this agreement or other action taken by *Wrightwood Community Services District* in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

Wrightwood Community Services District agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of *Wrightwood Community Services District* responsibility under this agreement, or other action taken by *Wrightwood Community Services District* in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, *Wrightwood Community Services District* agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on *Wrightwood Community Services District* behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not

1275 State Highway 2
Wrightwood, CA 92397

Wrightwood CSD

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

Charting Wrightwood's Destiny for Parks & Rec, Solid Waste and Streetlights

required to, notify *Wrightwood Community Services District* of its intent to implement any offset authorized by this paragraph.

Agreement for Billing of Direct Assessments

VI. TERMS OF AGREEMENT

All existing agreements between Los Angeles County Auditor-Controller and *Wrightwood Community Services District* pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

AUTHORIZED SIGNEE:

- Director of Finance Manager Authorized Consulting Agent
 Other (please specify Title): _____

Authorized Signature: _____

Date: _____

Authorized Name: _____

PRINT NAME

For Auditor-Controller Use Only

Approved Signature: _____

Date: _____

SECTION MANAGER

Approved Name: _____

PRINT NAME

1275 State Highway 2
Wrightwood, CA 92397

Item # 18

Resolution No.2022-9 Approving Award of Sole Source Contract to Innovative Playgrounds Co. for Hollis Stewart Park Revitalization



RESOLUTION NO. 2022-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WRIGHTWOOD COMMUNITY SERVICES DISTRICT
APPROVING AWARD OF A SOLE SOURCE CONTRACT TO
INNOVATIVE PLAYGROUNDS COMPANY, INC., FOR
HOLLIS M. STEWART CHILDREN'S PARK REVITALIZATION PROJECT**

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

WHEREAS, the District is subject to Public Contracts Code Section 20682.5(b), which provides that "[a]ll contracts for the construction of completion of any building, structure, or improvement, when the cost exceeds \$25,000 shall be contracted for and let to the lowest responsible bidder after notice";

WHEREAS, it is well-settled that exceptions to the competitive bidding requirement exist in the event that the specific facts and circumstances surrounding the particular work is such that the services sought for the proposed project are unique to a single contractor and the public agency must use such specialized services for efficient and effective completion thereof [see, e.g., Hiller v. City of Los Angeles (1962) 197 Cal. App. 2d 685, 17 Cal. Rptr. 579], or that engaging in the process would be undesirable or impracticable as a matter of public interest because a delay would result that would operate to undermine the public benefits to be gained by the proposed project [see, e.g., Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631, 164 Cal. Rptr. 56];

WHEREAS, on January 5, 2021, the District's Board of Directors ("Board") adopted Resolution No. 2021-01 establishing Purchasing Policies and Procedures for the District ("the Purchasing Policy") which created bidding and contract procedures as part of the District's Rules and Regulations so as to provide guidance and direction to the District's staff in obtaining outside services for projects initiated by the District;

WHEREAS, Section 5 of the Purchasing Policy provides that the District must comply with the competitive bidding requirements of Public Contracts Code Section 20682.5 with respect to construction or completion of any building, structure, or improvement when the cost exceeds \$25,000;

WHEREAS, pursuant to legally-recognized exceptions to competitive bidding requirements, Section 6(D)(4) of the Purchasing Policy provides that the District may procure services on a negotiated basis "[w]hen competitive bidding would fail to produce an advantage and/or when the advertisement for Competitive Bidding would be undesirable, impractical, or impossible";

WHEREAS, pursuant to legally recognized exceptions to competitive bidding requirements, Section 6(D)(3) of the Purchasing Policy further provides that the District may procure services on a negotiated basis for any project in which a "Sole Source Contractor" has been designated;

WHEREAS, for purposes of Section 6(D)(3) of the Purchasing Policy, the term "Sole Source Contractor" is defined in Section 2(N) thereof as "a contractor or consultant that has been evaluated to provide unique or specialized Services or Supplies that cannot be obtained from other contractors or consultants," which designation must be approved by the Board;

WHEREAS, the facts, circumstances, and challenges surrounding the proposed Hollis M. Stewart Children's Park Revitalization Project ("the Project"), as described in the oral and written reports presented herewith and incorporated herein ("the Reports"), support a determination by the District's Board of Directors that imposing a formal competitive bidding requirement for the construction and installation of the proposed Project would be undesirable or impracticable because the process would delay the timely completion of the Project, which is already being adversely affected by current statewide supply chain stoppages and prior contractor commitments to other projects that had been suspended due to various factors related to the global COVID-19 pandemic; and

WHEREAS, as further described in the Reports, Innovative Playgrounds Company, Inc. ("IPCI"), possesses unique background and knowledge of the Project since IPCI prepared the design of the Project for purposes of the District's environmental review thereof and acceptance thereof by the State of California in connection with its award of Proposition 68 grant funding for the Project under the State's Per Capita Grant Application Program, and because IPCI's existing business relationship with Sourcewell will enable the District to obtain certain Project equipment at a discounted cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wrightwood Community Services District that, based upon the unique facts and circumstances described herein, and other evidence presented to the Board, the Board hereby finds and determines that expedited construction and installation of the Project is exempt from any otherwise-applicable formal competitive bidding requirement pursuant to Section 6(D)(4) of the Purchasing Policy because compliance therewith would be undesirable and impracticable as a matter of public interest since engaging in the process would further delay the timely completion of the Project, which has already been subject to various unexpected setbacks due to supply-chain slow-downs and other unanticipated economic forces.

BE IT FURTHER RESOLVED that the Board hereby finds and determines that IPCI be designated as a Sole Source Contractor for the Project pursuant to Section 6(D)(3) of the Purchasing Policy. The Board reserves the right to withdraw this designation in its entirety, or to suspend this designation on a project-by-project basis, in the exercise of its sole discretion.

BE IT FURTHER RESOLVED that the Board hereby approves construction of the Project, and authorizes the award of a contract for the construction thereof to IPCI for a price not to exceed \$_____, based upon the recommendations of the District's Acting General Manager and the Board's ad hoc committee, and as otherwise set forth in the Reports, as well as the oral and written statements presented to, and considered by, the District's Board of Directors prior to adoption of this Resolution.

ADOPTED this 5th day of July, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Innovative Playgrounds Company, Inc
 12407 E. Slauson Ave. Unit D
 Whittier, CA 90606
 Ph: (562) 693-5200
 Fax: (562) 693-5199
 www.innovplay.com



Estimate

Date	Estimate #
6/16/2022	10270
Rep	MW

Bill To:
Wrightwood Community Services District 1275 Highway 2 Wrightwood, CA 92397 SOURCEWELL MEMBER ID# 216421

Ship To:	
Hollis M. Stewart Children's Park 6059 Pine St. Wrightwood, CA 92397	
Job Name:	Hollis Stewart Children's Park - 5 Areas

Item	Description	Total
DEMO	**Area 1** Demo and Dispose of Existing Playground Equipment and Table. (Open Market)	11,528.17
PREP WORK	Push Back Approx. (2,300) SF of Existing Woodchips at 12" Depth and Re-install Upon Completion. (Open Market)	5,507.04
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-136825-6 Includes (1) Burke 5" OD Triple Bay Single Post Frame Swing at 8' Toprail with (4) Belt Seats, (1) Freedom ADA Seat, (1) Konnection Seat with Chains, (1) 4 Seat Rocker, (1) 8' Traditional Series Bench with Back - In Ground Mount, (2) 8' Traditional Series Picnic Tables - Portable, and (2) Welcome Age Signs. LIST PRICE \$15,599.00 *SOURCEWELL CUSTOMER DISCOUNT* APPLIED (\$2,339.85) (Burke Sourcewell Contract # 010521-BUR)	13,259.15T
INSTALLATION	Install Burke Play Equipment as Per Drawing #513-136825-6, Includes (1) Burke 5" OD Triple Bay Single Post Frame Swing at 8' Toprail with (4) Belt Seats, (1) Freedom ADA Seat, (1) Konnection Seat with Chains, (1) 4 Seat Rocker, (1) 8' Traditional Series Bench with Back - In Ground Mount, (2) 8' Traditional Series Picnic Tables - Portable, and (2) Welcome Age Signs into Dirt.	8,063.38
PREP WORK	**Area 2** Push Back Approx. (1,108) SF of Existing Woodchips at 18" Depth and Re-install Upon Completion. (Open Market)	3,979.44

PAYMENT TERMS - PRODUCT with INSTALLATION PROJECTS:
 Provide a check for 50% of the entire project at time of order.
 Provide a check for 25% of the entire project upon delivery.
 Provide a check for the remaining 25% at the completion of the project.
PAYMENT TERMS - PRODUCT ONLY PROJECTS:
 Provide a check for 50% of the entire estimate at time of order.
 Provide a check for remaining 50% prior to order shipping from manufacturer.
 For estimates under \$5,000, provide a check for 100% of the entire project at time of order.
NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES
 Sales Tax will be reflected as of date of invoice

Subtotal
Sales Tax (7.75%)
Total

ESTIMATE VALID FOR 30 DAYS
 Acceptance of Estimate. The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be accepted only upon written notice and will become an extra charge over and above the estimate period. Shipping and/or installation dates are 8-10 weeks from acceptance date. Invoices will be issued upon shipment of product or start of installation services. Balance of deposit due as per payment terms.

Accepted By: _____

Innovative Playgrounds Company, Inc
 12407 E. Slauson Ave. Unit D
 Whittier, CA 90606
 Ph: (562) 693-5200
 Fax: (562) 693-5199
 www.innovplay.com



Estimate

Date	Estimate #
6/16/2022	10270
Rep	MW

Bill To:
Wrightwood Community Services District 1275 Highway 2 Wrightwood, CA 92397 SOURCEWELL MEMBER ID# 216421

Ship To:	
Hollis M. Stewart Children's Park 6059 Pine St. Wrightwood, CA 92397	
Job Name:	Hollis Stewart Children's Park - 5 Areas

Item	Description	Total
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-136830-5, Includes (1) "Nature Play Series" Large Boulder, and (1) "Nature Play Series" Rock Climber for 5-12 Age Group. LIST PRICE \$37,950.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED (\$5,692.50) (Burke Sourcewell Contract # 010521-BUR)	32,257.50T
INSTALLATION	Install Burke Play Equipment as Per Drawing #513-136830-5, Includes (1) "Nature Play Series" Large Boulder, and (1) "Nature Play Series" Rock Climber for 5-12 Age Group into Dirt.	16,126.76
PREP WORK	** Area 3** Push Back Approx. (1,657) SF of Existing Woodchips at 18" Depth and Re-install Upon Completion. (Open Market)	5,951.20
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-136831-5 Includes (1) "RopeVenture Series" Revolve Climber for 5-12 Age Group, and (1) Spinetic Spinner for 5-12 Age Group. LIST PRICE \$50,762.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED (\$7,614.30) (Burke Sourcewell Contract # 010521-BUR)	43,147.70T
INSTALLATION	Install Burke Play Equipment as Per Drawing #513-136831-5, Includes (1) "RopeVenture Series" Revolve Climber for 5-12 Age Group, and (1) Spinetic Spinner for 5-12 Age Group into Dirt.	18,873.24
DEMO	**Area 4** Demo and Dispose of Existing Table. (Open Market)	704.23

PAYMENT TERMS - PRODUCT with INSTALLATION PROJECTS:
 Provide a check for 50% of the entire project at time of order.
 Provide a check for 25% of the entire project upon delivery.
 Provide a check for the remaining 25% at the completion of the project.
PAYMENT TERMS - PRODUCT ONLY PROJECTS:
 Provide a check for 50% of the entire estimate at time of order.
 Provide a check for remaining 50% prior to order shipping from manufacturer.
 For estimates under \$5,000, provide a check for 100% of the entire project at time of order.
 NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES
 Sales Tax will be reflected as of date of invoice

Subtotal
Sales Tax (7.75%)
Total

ESTIMATE VALID FOR 30 DAYS
 Acceptance of Estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be accepted only upon written notice and will become an extra charge over and above the estimate period. Shipping and/or installation dates are 8-10 weeks from acceptance date. Invoices will be issued upon shipment of product or start of installation services. Balance of deposit due as per payment terms.

Accepted By: _____

Innovative Playgrounds Company, Inc
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 Ph: (562) 693-5200
 Fax: (562) 693-5199
 www.innovplay.com



Estimate

Date	Estimate #
6/16/2022	10270
Rep	MW

Bill To:
Wrightwood Community Services District 1275 Highway 2 Wrightwood, CA 92397 SOURCEWELL MEMBER ID# 216421

Ship To:
Hollis M. Stewart Children's Park 6059 Pine St. Wrightwood, CA 92397
Job Name: Hollis Stewart Children's Park - 5 Areas

Item	Description	Total
INSTALLATION	Relocate (2) Existing Concrete Benches and (1) Metal Trash Can to Outside of the New Play Area Layout (Few Feet Away). (Open Market)	1,408.45
PREP WORK	Remove Approx. (720) SF of Existing Woodchips at 4" Depth and Spread Around Outside of New Play Area Layout. (Open Market)	1,216.90
PREP WORK	Construct Approx. 106' Long x 6" Wide x 18" Deep Concrete Curbing. (Open Market)	6,718.31
PREP WORK	Install (720) SF of Weedblock Fabric for New Layout. (Open Market)	1,440.85
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-136832-6, Includes (1) "Synergy Series" Unit for 2-5 Age Group with 3.5" OD Aluminum Posts, (2) 8' Traditional Series Bench with Back - In Ground Mount, and (1) 8' Traditional Series Picnic Tables - Portable. LIST PRICE \$25,508.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED (\$3,826.20) (Burke Sourcewell Contract # 010521-BUR)	21,681.80T
KIT-2	FREE Maintenance Kit (Includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint). LIST PRICE \$250.00	0.00T
KIT-3	FREE NPPS Safety and Supervision Kit (includes Infrared Thermometer, Supervision Safety Booklet and Safety Pack). LIST PRICE: \$250.00	0.00T
INSTALLATION	Install Burke Play Equipment as Per Drawing #513-136832-6, Includes (1) "Synergy Series" Unit for 2-5 Age Group with 3.5" OD Aluminum Posts, (2) 8' Traditional Series Bench with Back - In Ground Mount, and (1) 8' Traditional Series Picnic Tables - Portable into Dirt.	15,316.90

PAYMENT TERMS - PRODUCT with INSTALLATION PROJECTS:
 Provide a check for 50% of the entire project at time of order.
 Provide a check for 25% of the entire project upon delivery.
 Provide a check for the remaining 25% at the completion of the project.
PAYMENT TERMS - PRODUCT ONLY PROJECTS:
 Provide a check for 50% of the entire estimate at time of order.
 Provide a check for remaining 50% prior to order shipping from manufacturer.
 For estimates under \$5,000, provide a check for 100% of the entire project at time of order.
 NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES
 Sales Tax will be reflected as of date of invoice

Subtotal
Sales Tax (7.75%)
Total

ESTIMATE VALID FOR 30 DAYS
 Acceptance of Estimate. The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be accepted only upon written notice and will become an extra charge over and above the estimate period. Shipping and/or installation dates are 8-10 weeks from acceptance date. Invoices will be issued upon shipment of product or start of installation services. Balance of deposit due as per payment terms.

Accepted By: _____

Innovative Playgrounds Company, Inc
 12407 E. Slauson Ave. Unit D
 Whittier, CA 90606
 Ph: (562) 693-5200
 Fax: (562) 693-5199
 www.innovplay.com



Estimate

Date	Estimate #
6/16/2022	10270
Rep	MW

Bill To:
Wrightwood Community Services District 1275 Highway 2 Wrightwood, CA 92397 SOURCEWELL MEMBER ID# 216421

Ship To:	
Hollis M. Stewart Children's Park 6059 Pine St. Wrightwood, CA 92397	
Job Name:	Hollis Stewart Children's Park - 5 Areas

Item	Description	Total
DEMO	**Area 5** Demo and Dispose of (1) Existing Table, and (55) LF of Railroad Ties. (Open Market)	1,866.20
PREP WORK	Remove Approx. (1,144) SF of Existing Woodchips at 4" Depth and Spread Around Outside of New Play Area Layout. (Open Market)	1,933.52
PREP WORK	Excavate Approx. (792) SF of Dirt at 6" Depth and Compact in One Section of Area. (Open Market)	3,067.61
PREP WORK	Construct Approx. 89' Long x 6" Wide x 18" Deep Concrete Curbing to Connect to Existing Concrete Curb in Area 3. (Open Market)	10,901.41
PREP WORK	Construct 83' Long x 6" Wide x 18" Deep Concrete Curbing for Adjacent Area. (Open Market)	
PREP WORK	Install (1,144) SF of Weedblock Fabric for New Layouts. (Open Market)	2,528.87
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-138024-7, Includes (1) Freestanding Triple Viper Slide for 5-12 Age Group with 5" OD Aluminum Posts, (1) 12' Single Beam Kid Koaster, and (2) 8' Traditional Series Picnic Tables - Portable. LIST PRICE \$23,072.00 *SOURCEWELL CUSTOMER DISCOUNT* APPLIED (\$3,460.80) (Burke Sourcewell Contract # 010521-BUR)	19,611.20T
KIT-2	FREE Maintenance Kit (Includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint). LIST PRICE \$250.00	0.00T

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Estimate

Date	Estimate #
6/16/2022	10270
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Bill To:
Wrightwood Community Services District 1275 Highway 2 Wrightwood, CA 92397 SOURCEWELL MEMBER ID# 216421

Ship To:	
Hollis M. Stewart Children's Park 6059 Pine St. Wrightwood, CA 92397	
Job Name:	Hollis Stewart Children's Park - 5 Areas

Item	Description	Total
INSTALLATION	Install Burke Play Equipment as Per Drawing #513-138024-7, Includes (1) Freestanding Triple Viper Slide for 5-12 Age Group with 5" OD Aluminum Posts, (1) 12' Single Beam Kid Koaster, and (2) 8' Traditional Series Picnic Tables - Portable into Dirt.	13,274.65
TEMP. FENCING	Provide (300) LF of Temporary Fencing During Installation of Play Equipment and Play Area Surfacing. (Open Market)	2,535.21
FREIGHT	Burke Shipping Charge to CA. Freight Price Valid for 30 Days Only, Due to Fluctuating Fuel Pricing. Please Requote After 7/16/22.	9,812.00
FREIGHT	Receive/Offload All Equipment with Forklift at Innovative Yard and Redeliver as Needed Throughout Installation to Wrightwood, CA. (Open Market)	1,220.00
WARRANTY	LONGEST AND STRONGEST WARRANTY, INCLUDING UV-20 PROTECTION ON PLASTICS.	0.00
BONDS	PAYMENT BOND & PERFORMANCE BOND FEE (3% of Total: \$284,003.37).	8,520.10
INCLUDES	Pricing includes prevailing wage rates.	0.00
EXCLUDES	Pricing excludes regular wage rates, permits, any border material and/or concrete curbing, safety surfacing, fencing (temp or permanent), special installation due to unforeseen site conditions and any additional site work/preparation/amenities.	0.00

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	Sales Tax (7.75%)	\$10,071.70
	Total	\$292,523.49

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Accepted By:

Item # 19

Recess to Closed Session



Item # 20

Return to Open Session



Item # 21

Directors Comments



Item # 22

Future Board Meeting
August 2, 2022



Item # 23

Adjournment

