

Wrightwood Community
Services District
August 1, 2023
Regular
Board Meeting



- **WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

P.O. Box 218 Wrightwood, CA 92397

Regular Meeting of the Board of Directors
Tuesday, August 1, 2023 – 5:30 p.m.
Wrightwood Community Building
1275 State Highway 2, 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 not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2021-1 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 – July 11, 2023-Special Board Meeting Minutes
7. General Manager’s Report
8. Updated Community Building Rental Agreement: Discussion and Possible Action
9. Recess to Closed Session: Public Employee Performance Evaluation (Government Code Section 54947) Title: General Manager
10. Return to Open Session: Announcement of Reportable Actions
11. Directors Comments
12. Future Board Meeting: Tuesday, September 5, 2023, at 5:30 p.m.

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.

Item # 6

July 11, 2023 Board Meeting Minutes



SPECIAL BOARD MEETING
July 11, 2023
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

Board Members: Natalie Lopiccolo, President
Chuck Franklin, Vice President
Sadie Albers, Member
Alexis Claiborne, Member
Kristy Gerardo, Member

Staff Present: Steven Kennedy, Attorney
Tamara Keen – General Manager
Angela Rovida – Administrative Assistant

Call to Order: President Lopiccolo called the Meeting to order at 5:32 pm

1. **Pledge of Allegiance:** Led by Bruce LeClaire
2. **Roll Call:** Vice President Franklin is absent, and Counsel Kennedy is present via phone call.
3. **Agenda Approval:** Director Gerardo motions to approve, Director Claiborne seconds. All in favor, motion carries.
4. **Public Comment:** Bruce LeClaire asked the WCSD Board if they have plans to create a 5-year plan and encouraged them to do so if not. He expressed his concern for the downtown area, specifically the seepage pits and old septic systems that are failing. He encouraged the Board to conduct outreach to better understand the issues that are important to the community and to pull from the resources and experience of the residents of Wrightwood. Rick Christensen, a resident with a background in infrastructure, pointed out several current infrastructure issues in Wrightwood and shared his opinion on potential options to remedy the issues. He offered his expertise to the Board if needed.
5. **Agency Reports:** Stan Sauders, Wrightwood CERT, reported that recent outreach efforts lead to 30 new individuals who are interested in CERT.
6. **Consent Calendar: June 6, 2023, Regular Board Meeting Minutes:** Director Claiborne motioned to approve the consent calendar and Director Albers seconded. All in favor, motion passes.
7. **General Manager's Report:** All dump cards have been mailed and updates to returned cards with incorrect addresses are being made. New residents are advised to contact the WCSD office to obtain a dump card. This year's three-day green waste event yielded 57 tons of hazardous fuel. 662 vehicle loads were gathered, and 1.63 vehicles were unloaded every minute. On June 24th the skate park was

dedicated to Dillon Adams. Nearly one hundred people attended. The Master Batters were named the summer 2023 adult softball champions. Fall adult softball registration opens on June 5th. The season will run from August 13th to October 8th. The second roundtable was held on June 29th, the issue discussed was economic development, as well as the development of a community calendar, new streetlights, and a downtown septic system. The next meeting will be October 12th at 9am. The final children's park inspection was performed and approved. The final documents needed for the remaining ten percent of park funds were submitted in May and the remaining funds are expected to arrive soon.

8. **May and June 2023 Financials:** Director Albers motioned to approve with Director Claiborne seconding. All in favor, motions carries.
9. **Snowline Players Variance Request:** Director Albers motions to grant a 100% variance, Director Gerardo seconds the motion. All in favor, motion carries.
10. **Public Hearing: Proposed FY 2023-2024 WCSD Annual Budget:** Penny Leedan, asked a clarifying question about the listed facility rental line items. She also asked about the omission of WCSD office space budget funds. The WCSD will not be pursuing an alternative office space at this time.
11. **FY 2023/2024 WCSD Proposed Annual Budget:** Director Albers motioned to approve with Director Claiborne seconding. All in favor, motions carries.
12. **Employee Pay Scale Increase:** Director Gerardo motioned to approve with Director Claiborne seconding. All in favor, motions carries.
13. **FY 2023/2024 Agreement for Collection of Special Taxes, Fees and Assessments:** Director Claiborne motioned to approve with Director Albers seconding. All in favor, motions carries.
14. **Reserves for Operations:** Director Albers motioned to approve the transfer of \$79,000 to the Operations Reserves fund, which brings the fund to a three-month reserve. Director Gerardo seconded the motion. All in favor, motions carries. General Manger Keen will look more closely into WCSD financials regarding the transfer of funds for three additional months to the Operations Reserves. Information will be presented at next month's Board meeting.
15. **Review Current Community Building Rental Agreement:** The Board requested that the rental application be updated and added to the agenda for potential approval at the August meeting.
16. **WCSD Vision:** Director Claiborne motioned to form a standing committee to gather community input and information to facilitate the creation of a WCSD vision plan. Director Albers seconded the motion. All in favor, motion carries.
17. **Directors Comments:** Director Claiborne expressed her excitement for the WCSD vision plan and standing committee. Director Albers thanked staff for putting together the budget. President Lopiccolo thanked the staff and public for their involvement.

18. Future Board Meeting: Tuesday, August 1, 2023 at 5:30pm

19. Adjournment: President Lopiccolo adjourned the meeting at 7:02pm

Minutes approved: _____
President Natalie Lopiccolo

Date _____

Item # 7

General Manager's Report



General Manager's Report

It's hard to believe that I have been General Manager for a year now and although there have been some crazy busy times, I am enjoying the diversity of the job and am learning something new almost every day.

Both San Bernardino and LA County Tax Assessments have been submitted.

I am excited to announce that we will be offering a few dance classes to our Parks and Recreation Program. On Saturday July 29th we held a meet and greet for our Creative Movement Dance class for ages 2 to 5. The classes will begin on Saturday, Sept 30th and end on November 18th with a recital. Sign-ups will start on Monday July 31st. The classes will be every Saturday from 10 to 11, and the cost is \$65 per child. Ballet will also be offered for 5- to 12-year-olds, held on the same days but from 11am to noon. If you missed out on the Swing Dance, there will be another series of classes offered beginning Sept 17th and ending on October 22nd for ages 13 and up. We will be offering beginner and intermediate classes and the cost is \$60 per person.

Fall Ball opening day will be on August 13th with playoffs being held on October 15th. A mandatory team captains meeting will be held on August 9th at 6pm here in the community building. There are 11 teams registered this season.

On July 27th a group of us went to Crestline to visit their Sr. Center and get information and ideas on what is entailed in running a senior center. We walked away with a lot of information that we hope to utilize in the future. Beginning Wednesday, August 9th and every other Wednesday from 11am to 1pm there will be a Senior Social Club held at the Community Bldg. offering the seniors an opportunity to get out and socialize. There will be a different activity each day with snacks and refreshments being served. Please help and spread the word.

On July 12th Hollis Stewart Park was vandalized by a group of local kids. They carved something on the wooden sign and broke one of the toppers off a piece of equipment. The father of one of the children that caused the damage contacted me to let me know that his son will be paying for the damage which he has. There were other kids involved and when they found out that the one child had to pay for the damage, they all pitched in and helped. I want to take this moment to

thank that father for making his child take responsibility for his actions. I hope this was a lesson learned by all involved.

I am in the process of getting bids for the ADA ramp along the side of the outdoor restrooms, a bid to fix the asphalt in the parking lot and a bid to expand the office. I am hoping to have those for the next meeting.

Item # 8

Review Updated Community Building Rental Agreement



PROPOSED



Wrightwood Community Services District
Facility Rental Information

Table with 3 columns: Community Services Building, Museum/Old Firehouse, and Parking Lot/Vivian Null. Includes addresses for each facility.

Rental Fee Schedule table with columns for Weekday and Weekend, and rows for various facilities and services like Kitchen, P.A System, and Security Deposit.

Building Capacities table with columns for Dinner and Meeting, and rows for Community Services Building and Museum/Old Firehouse.

Renter's Responsibilities & Acknowledgement

- List of 11 bullet points detailing renter responsibilities such as application requirements, insurance, deposit, and cleanup.



Wrightwood Community Services District Application and Agreement for Use of District Facilities

APPLICANT INFORMATION				
Facility Name:				
Applicant Name:		Organization Name:		
Mailing Address:		City:		Zip:
Phone Number:		Email:		
DATE AND TIME REQUESTED <i>(Must include set-up and cleanup time)</i>				
Month:	Day:	Year:	Start Time:	End Time:
Recurring Dates:				
EVENT DETAILS				
Type of Event:		Would you like your event to be made public on our website calendar: Yes No		
Estimated Attendance:		Will food be served? Yes No		
Will alcohol be served? Yes No		Will alcohol be sold? Yes No		Permit #:
DECORATIONS <i>(Nothing can be used that will leave marks, residue, or holes)</i>				
Type of decorations to be used:				
KITCHEN REQUEST		P.A SYSTEM REQUEST		STORAGE <i>(If Available)</i>
Will you be using the kitchen? Storage Full Use No		Will you be using the P.A. System? Yes No		Do you require storage? Yes No

I have read and understand the Renter's Responsibility & Acknowledgement located on the previous page.

Signature _____

Date _____

For Office Use Only	
Received by:	Date Received:
<input type="checkbox"/> Deposit	Check #
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File <input type="checkbox"/> Insurance Expiration Date:
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required
<input type="checkbox"/> Event added to Office Calendar	<input type="checkbox"/> Event added to Website Calendar
<input type="checkbox"/> Key & Code Issued – Date:	<input type="checkbox"/> Key Returned - Date:
<input type="checkbox"/> Deposit Returned	

Please read and acknowledge your understanding by initialing next to each item.
Applications with missing initials will be rejected.

_____ **RESERVATIONS:** Telephone inquiries are not binding and do not constitute a reservation. A reservation for the event will be booked only when a completed application, a security deposit paid in full, and evidence of liability insurance are received by Wrightwood Community Services District.

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

_____ **CANCELLATION AND RESCHEDULE POLICY:** Renter must submit written notice of cancellation at least 21 days prior to any dates covered by the rental agreement. If the cancellation notice is not received in time a fee of \$45 will be incurred or will be deducted from the rental deposit. Same day or late cancellations due to inclement weather will not incur charges. Renter must submit written notice of rescheduling at least 14 days prior to any dates covered by the rental agreement. If the reschedule notice is not received in time a fee of \$45 will be incurred or will be deducted from the rental deposit. No shows will be charged the full rental amount, with no refunds.

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

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

_____ **CLEANING:** Clean-up of the facility is the renter's responsibility. The renter shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. All trash cans and recycle bins (including restrooms) shall be emptied and trash/recycling will be placed in the appropriate dumpster located in the parking lot. All tables and chairs used during the event shall be wiped clean and made free of any paint, tape, dirt, trash etc. Failure to do so may result in the forfeiture of the security deposit.

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

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

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

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

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

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

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

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

Signed, sealed, and delivered this _____ day of _____, 2023.

Signature

Date

AD

WRIGHTWOOD COMMUNITY SERVICES DISTRICT
Facility Rental Information

Wrightwood Comm. Building 1275 State Hwy. 2 Wrightwood, CA 92397	Old Firehouse / Museum 6000 Cedar Street Wrightwood, CA 92397	Vivian Null / Parking Lot 1275 State Hwy. 2 Wrightwood, CA 92397
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Rental Fee Schedule		
* Resident's Physical Address Must Be Within the District *	Resident	Non-Resident
WRIGHTWOOD COMMUNITY BUILDING	PER HOUR	
Community Building Monday - Friday	\$15	\$25
Weekend or Holiday	\$20	\$30
OLD FIREHOUSE / MUSEUM	PER HOUR	
	\$15	\$20
PARKING LOT	PER HOUR	
	\$15	\$25
VIVIAN NULL PARK STAGE	PER HOUR	
	\$15	\$20
KITCHEN / P.A. FEES	PER EVENT	
Kitchen Community Building (Storage, Sinks, Fridge)	\$25	\$30
Kitchen Community Building (Full Use)	\$50	\$75
P.A System	\$15	\$25
SECURITY AND CLEANING DEPOSIT	PER EVENT	
Standard Facility Use	\$150	
Special Events	\$500	
INSURANCE		
<ul style="list-style-type: none"> ▪ A liability insurance policy for \$1 million dollars is required and must name the Wrightwood Community Services District as "additional insured" on the Certificate of Insurance. ▪ An additional \$1 million dollar Liquor Liability policy is required to cover use of alcohol at events. 		

Building Capacities

Location	Dinner	Meeting
Wrightwood Community Building	106	225
Old Firehouse / Museum	Unknown	18

Renter's Responsibilities & Acknowledgement

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

WRIGHTWOOD COMMUNITY SERVICES DISTRICT
Application and Agreement for Use of District Facilities

APPLICANT INFORMATION				
Facility Name:				
Applicant Name:			Organization Name:	
Mailing Address:			City:	Zip:
Phone Number:			Email:	
DATE AND TIME REQUESTED (Must include set-up and cleanup time)				
Month:	Day:	Year:	Start Time:	End Time:
Recurring Dates:				
EVENT DETAILS				
Type of Event:			Would you like your event to be made public on our website calendar: Yes No	
Estimated Attendance:			Will food be served? Yes No	
Will alcohol be served? Yes No		Will alcohol be sold? Yes No		Permit #:
DECORATIONS (Nothing can be used that will leave marks, residue, or holes)				
Type of decorations to be used:				
KITCHEN REQUEST		P.A SYSTEM REQUEST		STORAGE (If Available)
Will you be using the kitchen? Storage Full Use No		Will you be using the P.A. System? Yes No		Do you require storage? Yes No

I have read and understand the Renter's Responsibility & Acknowledgement located on the previous page.

Signature _____ Date _____

For Office Use Only			
Received by:		Date Received:	
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File	Deposit Paid: \$	Check #:
<input type="checkbox"/> Insurance Expiration Date:	<input type="checkbox"/> Not Required	Total Hours:	Building Fee:
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required		Fire House/Museum:
<input type="checkbox"/> Event added to Website Calendar			Parking Lot:
<input type="checkbox"/> Event added to Office Calendar			Park:
<input type="checkbox"/> Key & Code Date:			Kitchen Fees:
<input type="checkbox"/> Key Returned Date:			P.A. Fees:
<input type="checkbox"/> Deposit Returned Date:		Total Fees Due:	\$

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

If you do not understand, please talk to staff or the General Manager
Refusal to initial will result in your application not being approved.

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

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

_____ **CANCELLATION AND RESCHEDULE POLICY:** Renter must submit written notice of cancellation at least 21 days prior to any dates covered by the rental agreement. If the cancellation notice is not received in time a fee of \$45 will be incurred or will be deducted from the rental deposit. Same day or late cancellations due to inclement weather will not incur charges. Renter must submit written notice of rescheduling at least 14 days prior to any dates covered by the rental agreement. If the reschedule notice is not received in time a fee of \$45 will be incurred or will be deducted from the rental deposit. No shows will be charged the full rental amount, with no refunds.

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

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

_____ **CLEANING:** Clean-up of the facility is the renter's responsibility. The renter shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. All trash cans and recycle bins (including restrooms) shall be emptied and trash/recycling will be placed in the appropriate dumpster located in the parking lot. All tables and chairs used during event shall be wiped clean and made free of any paint, tape, dirt, trash etc. Failure to do so may result in the forfeiture of the security deposit.

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

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

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

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

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

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

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

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

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

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

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

Signature _____

Date _____

Item # 9

Recess to Closed Session



Item # 10

Return from Closed Session



Item # 11

Directors Comments



Item # 12

Future Board Meeting
September 5, 2023 @5:30

