Wrightwood Community
Services District
September 5, 2023
Regular
Board Meeting



WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

Special Meeting of the Board of Directors Tuesday, September 5, 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: August 1, 2023, Regular Board Meeting Minutes
- 7. General Manager's Report
- 8. July 2023 Financials
- 9. General Manager Employment Agreement: Discussion and Possible Action
- 10. Village Trail Update: Discussion and Possible Action
- 11. Social Media Policy: Discussion and Possible Action
- 12. Current Variances for Facility Use: Discussion and Possible Action
- 13. WCSD Vision Plan: Discussion and Possible Action
- 14. Parking Lot Bids: Discussion and Possible Action
- 15. Directors Comments
- 16. Future Board Meeting: Tuesday, October 3, 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.

Consent Calendar Aug 1, 2023



REGULAR BOARD MEETING

August 1, 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 5:31 pm

1. Pledge of Allegiance: Director Claiborne led the Pledge of Allegiance.

2. Roll Call: Director Albers arrived at 5:40pm.

- **3. Agenda Approval**: Director Gerardo motioned to approve the agenda with Vice President Franklin seconding the motion. All in favor, motion carries.
- 4. Public Comment: Vicky Rinek shared her appreciation for General Manager Keen's attendance at a recent meeting in Crestline that was organized by a small group of residents interested in expanding senior programs in Wrightwood. A senior nutrition program would require the WCSD to facilitate county requirements, volunteer efforts and seed money. She hopes the WCSD will explore supporting the program. Sue Parody, long time resident of Wrightwood, shared her concern about the water runoff and damage to the Village Trail. She referred to the area at the corner of Hwy 2 and Park Drive. This area frequently suffers water erosion, and she urges the WCSD to take action to mitigate the issue. Kristina Beringer, Representative of Snowline Joint Unified School District Area 1, wished everyone a happy new school year. School will welcome students back on August 10th. New fencing and single point of entry security Raptor Systems are being installed on all campuses. Stephanie Poirier volunteered her knowledge of social media and offered to assist the WCSD in scheduling social media posts. Stan Sauders, Wrightwood CERT, announced the Firefighter Rehab event on Saturday August 5th at Mt High East. He invited the public to observe how to service the firefighters as they come off the fire line. The event begins at 10am.
- 5. Agency Reports: CJ Porter, Supervisor Cook's office, gave an update on the Park Drive project. The construction and asphalt contract was awarded to All American Asphalt, a company out of Corona. Construction is expected to begin at the end of August and end in early October. The project includes pavement rehabilitation, new ADA compliant curb

ramps, curbs, and gutters at various locations. He will reach out soon to General Manager Keen to schedule the Winter Traffic meeting.

- **6. Consent Calendar**: Director Albers motioned to approve the consent calendar; Director Gerardo seconded the motion. All in favor, motion carries.
- 7. General Manager's Report: General Manager Keen has officially been in her position for one year. SB County and LA County tax assessments have been submitted. New kids dance classes will be added to Parks and Recreation. Saturday July 29th the WCSD held a meet and greet for kids dance classes and the turn out was great. Classes begin on Saturday September 30th. Swing dancing will start again on September 17th for ages 13 and up. Both beginner and intermediate classes will be offered. Fall ball opening day will be August 13th and a mandatory team captains meeting will be held on August 9th. Eleven teams registered for the fall season. On July 27th GM Keen along with a small group of residents, went to visit the Crestline senior center to learn about operating a senior center. A great deal of information was gathered. Every other Wednesday a senior social club will be held in the community building. On July 12th, Hollis Stewart Children's Park was vandalized by a group of local kids. The father of one of the children that caused the damage contacted General Manager Keen to inform her that his child would be paying for the damage. The piece of equipment that was damaged was delivered and will be replaced soon. GM Keen is in the process of seeking bids to repair potholes in the WCSD parking lot.
- **8.** Updated Community Building Rental Agreement: All recurring renters will receive notice of the rate increase. New rates will take effect on October 1st, 2023. All recurring renters will need to complete an updated contract by October 1, 2023. Vice President Franklin motions to approve, Director Gerardo seconds. All in favor, motion carries.
- 9. Recess to Closed Session: Public Employee Performance Evaluation: Closed session at 6:13pm.
- 10. Return to Open Session: Return to open session at 6:54pm. No reportable action.
- **11. Directors Comments**: Vice President Franklin requested that the Village Trail and the WCSD social media policy be added to next month's agenda.
- 12. Future Board Meeting: Tuesday, September 5, 2023, at 5:30pm.
- 13. Adjournment: President Lopiccolo adjourned the meeting at 6:56pm

Minutes Approved:		Date:	
	President Natalie Lopiccolo	Date.	

General Manager's Report



General Manager's Report

I am excited to announce that Michelle Hannon has joined our team as our Parks Maintenance Person. Michelle is a Master Gardner and holds monthly gardening classes at the PPHCSD Community Garden. Michelle came in with much enthusiasm and has already resurrected the lawns I killed in the parks. She has been working on the sprinkler system and trimming the grass and bushes in the parks, along with maintaining the bathrooms and museum. Michelle is a great asset to our team, and I look forward to seeing the transformation of the parks.

My primary focusses this month has been the audit, which should be completed by the end of September. Along with that I received an "Unapplied Listings Report" from the SB County Tax Assessors office. This report lists properties that have been split or combined, creating a new APN. These need to be researched and verified before being added to the tax roll. This was completed and submitted on Aug 30th.

I am sure you are all aware by now that the long-awaited construction on Park St. has begun. I have been in contact with the job foreman, and they hope to have the streets and other improvements completed by the first week of October.

Unfortunately, the Aug 30th meeting with Lahontan Water Board has been rescheduled due to a change in the agenda. In the meantime, Lahontan asked us to contact the County to see if we had a LAMP Program in place. On Tuesday, Aug 29th Bruce La Claire and Rick Christensen met with SB County Water Dept. and were basically told that the County follows Lahontan's direction and not the other way around. So, our next move is to make another appointment with the Lahontan Water District.

On August 3rd, Angela and I had a Zoom meeting with Ben Johnson from Cal Recycle in preparation for his upcoming site meeting with us. He presented a list of questions for us to answer before his visit and we discussed what to expect from the visit. He asked if we had filed the annual EAR report to Cal Recycle, which Angela did on August 1st. We are waiting to hear back from Ben to schedule a site visit.

Fall ball started their season on August 13th with a total of 11 teams registering to play. I have been working with Nancy Kupka and Bruce LaClaire, who have been working on getting a local grant from DCB Bank, for our Parks and Recreation Dance Classes in the amount of \$5000. The grant would help to purchase any equipment needed for the classes along with teacher salaries and rental costs. Thank you, Nancy and Bruce, for your time and efforts in seeking out this grant and your care and commitment to this community.

Vicky Rinek and I met on August 3rd to discuss a Sr. food program in partnership with the Grizzly Café. Vicky has been working diligently with the County to get all the proper permits and paperwork needed to get the program up and running. Until then, a Sr. lunch will still be provided by private donations, every 3rd Wednesday of the month from 11am – 2pm in the Community Building.

July 2023 Financials



Check Number	Amount	3 DISBURSEM Disburstment Date	Cleared Date	Payee	19 7
2439	\$150.00	3/31/2023	7/11/2023	Ross	Dofund Day
2491	\$1,600.00	6/21/2023	7/3/2023	Doran Construction	Refund Depos Skate Park
2493	\$3,169.00	6/21/2023	7/20/2023	County of SB	Solid Waste
2496	\$175.00	6/21/2023	7/11/2023	Thomas Kite	CPR Class
2497	\$150.00	6/21/2023	7/1/2023	Dan Day	***************************************
2498 .	\$900.00	7/3/2023	7/11/2023	Brunick, McElhaney & Kennedy	Umpire
2499	\$570.00	7/3/2023	7/21/2023	Wrightwood Fire Safe Council	Attorney Fee
2500	\$93.62	7/3/2023	7/6/2023	Mountain Hardware	Pine Needle
2501	\$115.91	7/3/2023	7/11/2023	Verizon	Supplies Phones
2502	\$456.35	7/3/2023	7/7/2023	So CA Edison	
2503	\$150.00	7/3/2023	7/8/2023	Dan Day	Electric
2504	\$75.00	7/3/2023	7/6/2026	Mt. Progress	Umpire
2905	VOID			IVIL. 1 TOGICSS	Employment A
2506	VOID	***************************************			VOID
2507	VOID	***************************************			VOID
2508	\$514.04	7/11/2023	7/18/2023	So CA Edison	VOID
2509	\$276.57	7/11/2023	7/14/2023	SB County Auditor	Street Lights
2510	\$75.00	7/11/2023	7/25/2023	Mt. Progress	LAFCO Appo
2513	\$150.00	7/18/2023	7/31/2023	Gonzales	Employment A
2515	\$13,030.45	7/24/2023	7/31/2023	CR&R	Deposit Refun
2516	\$6,648.35	7/24/2023	7/28/2023	County of SB	Solid Waste
2517	\$1,000.00	7/24/2023	7/28/2023	Eadie & Payne	Solid Waste
2518	\$344.22	7/24/2023	7/31/2023	Golden State Water	Audit
Debit	\$221.01	7/1/2023	7/1/2023	Amazon	Water
Debit	\$451.22	7/3/2023	7/3/2023	Deluxe Checks	Ink/Supplies
Debit	\$149.01	7/6/2023	7/6/2023	Diamond Environmental	Checks
Debit	\$170.24	7/7/2023	7/7/2023	Cardio Partners	Softball Pots
Debit	\$66.60	7/7/2023	7/7/2023	ADP	AED Pads
Debit	\$25.97	7/11/2023	7/11/2023	***************************************	Payroll Fees
Debit	\$52.66	7/11/2023	7/11/2023	Amazon	Toilet Paper
Debit	\$72.71	7/11/2023	7/11/2023	Hasty Awards	Softball Medal
Debit	\$50.63	7/17/2023	7/17/2023	Amazon	Printer Ink
Debit	\$26.93	7/21/2023	7/21/2023	Amazon	Blinds 4 Office
Debit	\$66.60	7/21/2023	7/21/2023	Amazon	Dance Stars
Debit	\$11.38	7/25/2023	7/25/2023	ADP USPS	Payroll Fees
Debit	\$35.55	7/25/2023	7/25/2023		Postage
Fransfer	\$79,000.00	7/26/2023	7/26/2023	Amazon Transfer to Reserve Acct	Toilet Paper
Debit	\$16.15	7/26/2023	7/26/2023		Transfer
Debit	\$25.97	7/31/2023	7/31/2023	Amazon	Supplies
Debit	\$5.00	7/31/2023	7/31/2023	Amazon	Toilet Paper
Debit	Ψ2.00	113112023	113112023	Microsoft	Tech Support
TOTAL	\$110,091.14				

	Payroll
7/15 Payroll	\$3,502.67
7/15 Taxes	\$1,086.37

TOTAL	\$4,589.04

	Deposits	
Date	Amount	Name
7/3/2023	\$667.50	Dance/Rent
7/6/2023	\$695.00	Dance/Rent
7/11/2023	\$5,748.42	CR&R/Rent
7/13/2023	\$6,366.27	SB County
7/17/2023	\$437.50	Rent
7/18/2023	\$260.00	Rent
7/20/2023	\$127.71	LA County
7/25/2023	\$1,115.68	Softball/Donation
TOTAL	\$15,418.08	

	DEPOSITS A	ND DISBURSEN	DEPOSITS AND DISBURSEMENTS FISCAL YEA	23/24	
	Beginning				
Month	Balance	Deposit	Total Disburstments	Payroll	Gross
Jul-23	\$336,382.97	\$15,418.08	\$114,680.18	\$4,589.04	\$232,531.83
Aug-23					\$0.00
Sep-23					\$0.00
Oct-23					\$0.00
Nov-23					\$0.00
Dec-23					\$0.00
Jan-24					\$0.00
Feb-24					\$0.00
Mar-24					\$0.00
Apr-24					\$0.00
May-24					\$0.00
Jun-24					\$0.00

Estimate Cash Flow Statement	ement		MONTHLY HOURS	URS		
Current Bank Balance	\$232,531.83	GM	PARK	OFFICE	PARK/REC	MONTH
Savings Account	\$155,748.96					
Reserve for Operations	\$91,901.42	166	149	83.5	0	Jul-23
Reserve for Capital	\$4,135.33				0	Aug-23
Reserve for Replacements	\$29,805.05				0	Sep-23
Total Estimate Revenue	\$593,178.55				0	Oct-23
					0	Nov-23
Accounts Payable	Outstanding				0	Dec-23
					0	Jan-24
					0	Feb-24
					0	Mar-24
Total Estimated Expense	\$0.00				0	Apr-24
Balance	\$593,178.55				0	May-24
					0	Jun-24

General Manager Employment Agreement



EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 16, 2022, is by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. ("Employer"), and TAMARA KEEN, an individual ("Employee"). Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee on an at-will basis for a period of one (1) month, as may be extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase "Employment Term" shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as herein after provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional one (1) month period on the first day of each month during the Employment Term unless Employer gives advance written notice of non-renewal to Employee at least ten (10) days prior to such date.

2. <u>Duties and Responsibilities.</u>

- (a) Position. Employee shall serve as the General Manager for Employer. In that capacity, Employee shall perform all services, acts, and functions set forth in the Job Description attached hereto as Exhibit "A" and the Duties & Responsibilities attached as Exhibit "B" and incorporated herein by this reference, and as otherwise necessary or advisable to lawfully manage and conduct the business of Employer in accordance with all legal requirements and the policies, procedures, rules, and regulations established by Employer's Board of Directors, and subject to the direction, prior consent, and subsequent ratification of Employer's Board of Directors. This includes, but is not limited to, the hiring and firing of full-time, part-time, and temporary employees. Employee shall devote his or her best efforts and attention to the performance of his or her duties and shall report directly to Employer's Board of Directors.
- (b) Availability and Work Schedule. Employee shall be employed by Employer in a part-time non-permanent capacity during the Employment Term. During the Employment Term, Employee shall manage working hours responsibly to perform services required by this Agreement with a minimum of 25 hours performed at District facilities and five hours via telework per week during Employer's regular business hours (Monday-Thursday, 8:00 a.m.-5:00 p.m.: Friday, 8:00 a.m.-12:00

Commented [SK1]: What is the new effective date?

p.m.) and during other days of the week that are not within the normal business hours or unless Employee's presence at other locations or during different times is necessary to fully and completely perform the duties of the position assumed by Employee. In addition, Employee shall maintain his or her permanent residence in an area that is in close proximity to Employer's headquarters and shall otherwise be available to Employer 24 hours a day by telephone, pager, or other equipment furnished by Employer for this purpose. Employee is not required to work on any federal holidays.

- of Employer's Board of Directors. Employee (during the Employment Term) shall not (i) borrow on behalf of Employer any amount of money during any fiscal year; (ii) spend or obligate Employer's funds in amounts in excess of the sums budgeted for expenditure by Employer's Board of Directors; and/or (iii) accept any other employment or engage directly or indirectly in any other business, commercial, civil, or professional activity, whether or not pursued for pecuniary advantage, that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer.
- (d) Representations. Employee represents and warrants (i) that he or she is fully qualified and competent to perform the responsibilities for which he is being hired pursuant to the terms of this Agreement; and (ii) that Employee's execution of this Agreement, his or her employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he or she may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any person or entity.

3. Compensation.

- (a) Salary. Employer shall pay Employee a salary at the monthly prorated rate of \$47,236.80 per year during the Employment Term in accordance with Employer's duly established practices and the work schedule set forth in Section 2(b) of this Agreement. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its periodic review of Employee's job performance.
- (b) Auto Allowance. Employee shall not receive a monthly auto allowance but shall be entitled to reimbursement for mileage driven when using his or her personal vehicle beyond the normal commute to and from work during Employer's normal business hours and days. Such reimbursement shall be at the rate established by Employer's Board of Directors but shall not be greater than the applicable IRS rate.

Commented [SK3]: The Board discussed the new hourly increase [see Section 3(d)], but I am not aware of any information that has been presented to the Board as to the new annual salary.

- (c) Benefits. During the Employment Term, Employee shall not be entitled to receive any health insurance, life insurance, retirement plan, or other employee benefit unless expressly set forth in this Agreement or mandated by Federal or State Law. Nothing stated in this Agreement shall prevent Employer from changing or eliminating any benefit during the Employment Term as Employer, in its sole discretion, may deem necessary or desirable. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.
- (d) Executive Leave. During the Employment Term, Employee shall be entitled to one (1) hour of Executive Leave each pay period during the Employment Term. "Executive Leave" as used herein shall be defined as leave time granted to Employee in lieu of sick, vacation, management, and/or administrative leave, and is in lieu of any rights to compensatory or overtime pay except as otherwise set forth in this Agreement. Employee may not accumulate more than 26 hours of unused Executive Leave at any point in time during the Employment Term. Employee shall give Employer's Board of Directors notice in writing of his or her use of any Executive Leave lasting five (5) or more business days in duration, which notice shall include the reasons, anticipated dates, and duration of any such absence. Unused Executive Leave balances will be cashed out on July 31 of each year during the Employment Term and upon termination of employment at the rate of \$33.26 per unused Executive Leave hour, unless otherwise provided herein or by applicable law.
- (e) Professional Dues and Conferences. Employer shall pay all reasonable travel, lodging, and entrance fees and costs associated with Employee's attendance at conferences and seminars, as well as payment of annual dues levied by professional organizations and community affiliation costs that receive prior approval by Employer's Board of Directors. Each year during the Employment Term, Employee shall provide Employer's Board of Directors with a list of the conferences, seminars, professional organizations, and community affiliations he or she wishes to attend and/or join.

4. <u>Termination of Employment.</u>

(a) By Death. The Employment Term shall terminate automatically upon the death of Employee. Employer shall pay to Employee's beneficiaries or estate as appropriate any compensation then due and owing, including payment for accrued, unused paid time off, if any. Thereafter, all obligations of Employer under this Agreement shall cease.

- (b) By Employer. At any time during the Employment Term, Employer may dismiss Employee with or without cause notwithstanding anything to the contrary contained herein or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. Employer shall pay Employee all compensation then due and owing for the period prior to termination, and thereafter all of Employer's obligations under this Agreement shall cease.
- (c) By Employee. At any time, Employee may terminate his or her employment for any reason by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day worked; thereafter, all of Employer's obligations under this Agreement shall cease.
- (d) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his or her employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
- 5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer, its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his or her employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his or her job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his or her employment and the expiration of this Agreement.

6. Arbitration.

- Arbitrable Claims. All disputes between Employee (his or her attorneys, (a) successors, and assigns) and Employer (its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) of any kind whatsoever, including without limitation all disputes relating in any manner to the employment or termination of employee and all disputes arising under this Agreement ("Arbitrable Claims"), shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than Employer and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section. Arbitrable Claims shall include but are not limited to contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims, except that the Employer may at its option seek injunctive relief and damages in court of any breach of Section 5 of this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.
- (b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings under this Agreement shall be conducted in San Bernardino County, California. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 6. The fees of the arbitrator shall be split between both parties equally.
- (c) <u>Confidentiality.</u> All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses, and experts, the arbitrator and if involved, the court and court staff.
- (d) <u>Continuing Obligations.</u> The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employee's employment and the expiration of the Employment Term.
- Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is

provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his or her address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

Board of Directors Wrightwood Community Services District Post Office Box 218 1275 Hwy 2 Wrightwood, CA 92397

- 8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9. <u>Integration.</u> This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express, or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- Amendments. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- 11. <u>Assignment.</u> Employee shall not assign any rights or obligations under this Agreement.
- Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

- Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
- 15. Interpretation. This Agreement shall be construed as a whole according to its fair meaning and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting of this Agreement. The captions to sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.
- 16. Employee Acknowledgment. Employee acknowledges that he or she has had the opportunity to consult legal counsel in regard to this Agreement, that he or she has read and understands this Agreement, that he or she is fully aware of its legal effect, and that he or she has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

EMPLOYER

ectors y Services Distri
y services Distri

EXHIBIT A

WRIGHTWOOD CSD

GENERAL MANAGER JOB DESCRIPTION

The General Manager serves as the Chief Executive Officer of the District, receiving policy direction from the Board of Directors and managing all district staff directly. Responsible for overseeing, directing, and participating in all activities of the District including short- and long-term planning as well as development and administration of District policies, procedures, and services.

Qualifications

Experience & Education: Analytical experience performing duties in one or a combination of the following or closely related areas: budgeting, management analysis, personnel, planning, program evaluation, or policy analysis. Bachelor's degree preferred.

Knowledge of: Principles, practices, and trends of public and business administration, management, and supportive staff services; government functions and organization; and methods and techniques of effective leadership.

Ability to: Reason logically and creatively and utilize a variety of analytical techniques to resolve complex governmental and managerial problems; develop and evaluate alternatives; analyze data and present ideas and information effectively both orally and in writing; consult with and advise board directors or other community groups and agency partners on a wide variety of subject-matter areas; gain and maintain the confidence and cooperation of those contacted during the course of work; coordinate the work of others, act as a team leader; and appear before community groups and regional leaders. Direct District financial operations to ensure its ongoing fiscal sustainability; and perform related work as required.

Typical Tasks and Responsibilities

- Complete daily administrative duties to include answering the District phone, checking voicemails,
 checking emails, calendaring facility reservations, tracking supply inventory, and producing purchase orders
- Maintain district finances through paying bills, receiving payments, making QuickBook entries, and tracking the banking account
- Maintain regulatory requirements for producing financial reports and annual budget
- Seek grants or loans for the District's infrastructure and other needs
- Hire and manage district staff and contractors

- Serve as the spokesperson for the District and the liaison to the community, organizations, and other government entities
- Draft all board and committee agendas and making sure to abide by the District's Sunshine Ordinance for posting requirements
- Draft resolutions, requests for proposals, memorandums of understanding, applications, intergovernmental
 agreements, public-private partnerships, contracts and other items as requested by the Board of Directors.
- Update District website with Board Agendas and public documents
- Use social media pages to communicate with residents about district news
- Facilitate meetings with groups and teams to coordinate and meet project, program, or organizational objectives
- Respond to inquiries from residents, agency partners, or the public
- Calm and diffuse situations with difficult or upset individuals in the course of completing work assignments
- Analyze and evaluate problems or issues related to the progress and completion of work projects or assignments to determine impact, assess alternatives for resolution, and/or formulate action plans
- Provide status and progress reports of current work assignments to the Board of Directors and staff

EXHIBIT B

Wrightwood Community Services District

Part-Time General Manager Typical Duties and Responsibilities

The General Manager serves as the Chief Executive Officer of the District, receiving policy direction from the Board of Directors and managing all district staff directly. Responsible for overseeing, directing, and participating in all activities of the District including short- and long-term planning as well as development and administration of District policies, procedures, and services. Specific duties and responsibilities include- but are not limited to:

Administrative Operations: The GM will be responsible for administrative duties that include answering the District phone, checking voicemails, checking emails, checking facilities for safety or security issues, receiving mail, calendaring facility reservations, tracking supply inventory and producing purchase orders. Seeking grants or loans for District's infrastructure and other needs. Manage all employees and contractors, including regular performance evaluations and feedback and be available to handle any district emergencies that may arise.

Financial Oversight: The GM will utilize the assistance of a public accounting firm to oversee all District finances, ensuring all bills are paid, payments are received, journal entries are up-to-date and coded correctly, track banking statements and produce monthly financial reports for the Board; as well as annual budget for public and board review. The GM will work with various government entities to ensure all regulatory requirements are followed and provide any information needed for an annual financial audit.

Board Management: Draft all board and committee agendas and abide by the District's Sunshine Ordinance for posting requirements. Draft resolutions, requests for proposals, memorandums of understanding, applications, intergovernmental agreements, public-private partnerships, contracts and other items as requested by the Board of Directors. Update District website with Board Agendas and public documents. Analyze and evaluate problems or issues related to the progress and completion of work projects or assignments to determine impact, assess alternatives for resolution, and/or formulate action plans. Provide status and progress reports of current work assignments to the Board of Directors and staff. Prepare for, attend, and record all board meetings for future meeting minutes documents.

Community Engagement: Serve as the spokesperson for the District and the liaison to the community, organizations, and other government entities. Maintain and update district website and social media pages. Facilitate meetings with groups and teams to coordinate and meet project, program, or organizational objectives. Respond to inquiries from residents, agency partners, or the public. Calm and diffuse situations with difficult or upset individuals in the course of completing work assignments. Maintain highest level of professionalism while dealing with members of the public and board of directors.

PERFORMANCE EVALUATION TEMPLATE

Employee Name: Board Members Name:

Date:

Duties & Responsibilities	Employee or Employer Identified challenge	Expected Outcome/Measurement for Improvement	Board support and provided
Administrative Operations		Improvement	training/resources
The GM will be responsible for administrative duties that include answering the District phone, checking voicemails,			
checking emails, checking acilities for safety or security ssues, receiving mail,			
ralendaring facility reservations, racking supply inventory and producing purchase orders. Seeking grants or loans for			
District's infrastructure and other needs. Manage all employees and contractors, neluding regular performance			
evaluations and feedback and be available to handle any district emergencies that may arise.			

Duties & Responsibilities	Employee or Employer Identified challenge	Expected Outcome/Measurement for Improvement	Board support and provided
Financial Oversight		Improvement	training/resources
The GM will utilize the assistance of a public accounting firm to oversee all District finances, smauring all bills are paid, asyments are received, journal entries are up-to-date and coded correctly, track banking statements and produce monthly financial eports for the Board, as well as			
nnual budget for public and board eview. The GM will work with arious government entities to nsure all regulatory requirements, re followed and provide any afformation needed for an annual nancial audit.			

Duties & Responsibilities	Employee or Employer Identified challenge	Expected Outcome/Measurement for	Board support and provided
Board Management		Improvement	training/resources
Duties & Responsibilities Board Management Draft all board and committee agendas and abide by the District's Sunshine Ordinance for posting requirements. Draft resolutions, requests for proposals, memorandums of understanding, applications, intergovernmental agreements, public-private partnerships, contracts and other items as requested by the Board of Directors. Update District website with Board Agendas and public documents. Analyze and evaluate problems or issues related to the progress and completion of work projects or assignments to determine impact, assess alternatives for resolution, and/or formulate action plans. Provide status and progress reports of current work assignments to the Board of Directors and staff. Prepare for, attend, and record all board meetings for future meeting minutes documents.	Employee or Employer Identified challenge	Expected Outcome/Measurement for Improvement	Board support and provided training/resources

Duties & Responsibilities	Employee/Employer Identified challenge	Expected Outcome/Measurement for Improvement	Board support and provided
Community Engagement		improvement	training/resources
Serve as the spokesperson for the District and the liaison to the community, organizations, and other government entities. Maintain and update district website and social media pages. Facilitate meetings with groups and teams to coordinate and meet project, program, or organizational objectives. Respond to inquiries from esidents, agency partners, or the public. Calm and diffuse ituations with difficult or upset individuals in the course of completing work assignments. Maintain highest level of professionalism while dealing with members of the public and opard of directors.			

	Identified Challenge	Expectation achieved or solution met	Any additional notes
1			
2			
3			

Item # 10 Village Trail Update



An update regarding the status of the trail will be given at the Board meeting.

Item # 11 Social Media Policy



The Board requested that the Social review.	Media Policy be ac	dded to the ag	enda for their

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

Social Media Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Content posted by staff on WCSD social media pages shall be done during normal business hours and social media pages will be checked every business day by WCSD staff.

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

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

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

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

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

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

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

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

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

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

Current Variances for Facility



Awarded Variances 2023

Monthly Recurring

CERT – 1hr (\$15)

Fire Safe Council – 3hrs (\$45)

Lions Club General Meeting – 4hrs - \$50 flat fee - (\$60)

Lions Club Bingo – 5hrs - \$50 flat fee – (\$75)

Tri Community Co-Op – 2hrs of set up time – (\$60)

Historical Society – 6hrs – (\$90)

Line Dancers – (\$120)

Events

Lions Club Easter Breakfast – \$90 flat fee - (\$200)

Wrightwood Arts & Wine Festival – (\$315)

Music in the Pines -(\$360)

Snowline Players: Senior Follies – (\$700)

WCSD Vision Plan



Parking Lot Bids





Construction Proposal

Doran Companies LLC

August 22, 2023 Wrightwood Community Center Parking Lot Repairs 1275 Satte Hwy 2 Wrightwood, CA 92397

Main Office

Doran Companies LLC 1041 N. Cypress St. La Habra, California 90631 562-448-3428 main 562-696-2162 fax

Wrightwood Office

Doran Construction and Snow Removal 681 Oriole Rd. P.O.Box 2528 Wrightwood, CA 92397 760-249-5416 off. 562-833-9784 cell.

Proposal

August 22, 2023

Between the Owner: Wrightwood CSD c/o Tamie

1275 CA State Hwy 2 Wrightwood, CA 92397

760-249-3205

And: Doran Companies LLC

1041 N. Cypress St.

La Habra, California 90631

562-833-9784 cell EIN# 87-2390686 CSLB# 1080390

For the Project: Wrightwood Community Center Parking Lot Repairs

1275 Satte Hwy 2

Wrightwood, CA 92397

SCOPE OF WORK:

Repair and resurface parking lot per detailed proposal

SPECIAL CONDITIONS:

Options and breakdowns are provided for areas and repairs

Project Totals:

DIV. 02 - SITE WORK

02740 - Flexible Pavement - Asphalt Pavement

Sawcut and demo 2 sections of deteriorated asphalt per job walk. Compact substrate and lay 4" of new 1/2" aggerate hot asphalt mix. Compact till hard and smooth (approx. 920 sf in total)

\$4,400.00

Power clean entire parking lot and main driveway, fill cracks with hot rubberized elastomeric crack filler and slurry coat approx. 21,000sf

\$10,600.00

General Notes:

Office building portion \$1000 Shared parking with DCB \$1200

02740 - Flexible Pavement - Asphalt Pavement

\$15,000.00

SUBTOTAL DIV. 02 - SITE WORK

\$15,000.00

COMPANY OVERHEAD & MARGIN

Company Overhead

Company Overhead Percentage \$722.89

Company Overhead \$722.89

Company Margin

Company's Profit Margin \$2,349.40

Company Margin \$2,349.40

SUBTOTAL COMPANY OVERHEAD & MARGIN \$3,072.29

GRAND TOTAL \$18,072.29

Exclusions: Design, plans, permits, city submittal's, city fee's, unforeseen conditions, lead and asbestos abatement.

Proposal is good for 15 days due to material cost fluctuation

Acceptance of Agreement

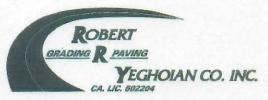
By signing below, client agrees to payment terms: Upon acceptance a deposit of 10% of proposed cost is due. Balance of contract to be billed for weekly on a % complete basis and materials purchased. Any change to the scope of work will be treated as a change order. CO's must be approved in writing or electronically prior to commencement. All CO's include profit and overhead and are billed at 50% upon acceptance.

Doran Companies LLC

Date

Client Signature

Date



P.O. BOX 1484 APPLE VALLEY, CA 92308 PH (760) 247-8741 FAX (760) 247-4186

Contract

DATE

Number

8/30/2023

16706

Wrightwood CSD 1275 CA Hwy 2 Wrightwood, Ca 92397



PROJECT

1275 Hwy 2 Wrightwood, Ca

PHONE NUMBER

PRICES GOOD FOR:

TERMS

760 220 8378

3.

4.

5.

EXCLUDES:

NOTE:

30 Dave

PAID UPON COMPLETION

Demo, remove failed asphalt in 4 locations approximately 1285 square feet, haul all debris to legal dumpsite

 At DCB area approximately 225 square feet add base up to 6", compact and pave back all areas above with hot asphalt mix, machine compact

Flush grind 1-5" depth approximately 650 square feet of large cracks and failing areas under 2' wide, pave back with hot asphalt, machine compact to flush surface

Crack fill up to 700 linear feet of worst crack 1/2" and longer with hot

rubberized crackfiller

Clean entire lot with power blowers and wire brooms, apply 1 coat industrial strength sealer using squeegy method approximately 21,000 square feet

Re-stripe as per existing

ADA updates

Includes Prevailing Wage

10% Deposit required prior to scheduling.

No guarantee on asphalt cracks due to extreme weather conditions.

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

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

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

ACCEPTED:_

CONTRACTOR:

Contractors are required by law to be licensed & regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826

TOTAL

\$38,900.00

38,900.00

Directors Comments



Future Board Meeting October 3, 2023 @5:30

