

WRIGHTWOOD COMMUNITY
SERVICES DISTRICT

DECEMBER 5, 2017

REGULAR BOARD
MEETING PACKET

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218
Wrightwood, CA 92397

Notice

Regular Meeting of the Board of Directors
Tuesday, December 5, 2017
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

Agenda

7:00 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 2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. Agency Reports
6. Consent Calendar:
 - A. September minutes
 - B. November minutes
 - C. November Disbursements
7. General Manager Report
8. Budget Hearing FY 2017/18
9. FY 2017/18 District Budget: Discussion and Possible Action
10. Solid Waste Update
11. Directors Election Cycle: Discussion and Possible Action
12. District Employee Definition and Establishment of Position: Discussion and Possible Action
13. General Managers Contract: Discussion and Possible Action
14. Directors Comments
15. Communications
16. Future Board Meetings and Agenda Items
17. Adjournment

ITEM 6 A

SEPTEMBER 2017
MINUTES

Wrightwood Community Services District
P.O. Box 218, Wrightwood, CA (760) 249-3205

SPECIAL BOARD MEETING
Sept 5, 2017
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

Board Members Present: Wes Zuber, President
Leo Hordyk, Vice President
Natalie Lopiccolo, Member
Michelle Schneider, Member

Staff Present: Steven Kennedy, Attorney
Al Morrissette – General Manager
Alex Peterson, Acting Secretary

Call to Order

President Zuber called the Meeting to order at 7:00 p.m.
VP Hordyk conducted the Pledge of Allegiance

Roll Call

All members were present

3. Approval of Agenda:

This agenda item deals with regular meetings. It allows the Board to modify the agenda after the 72hr regular meeting notice is published. For tonight's meetings the agenda was modified to deal with missing meeting minutes and associated minute approval process.

4. Public Comment

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 in order to participate in the above-agenized public meeting should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is within the subject matter jurisdiction of the Board may do so at any time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless The Brown Act otherwise authorizes the action. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the Board is considering the item. Pursuant to Section 2.3.2. Of Ordinance No.2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period 93) minutes or less.

Attorney Kennedy informed the Board that reports from the SB County Sherriff's Department, Superintendent Lovingood's office and Paul's Cook's office could be made under public comments, as they were not agendized.

Sergeant Robert Vacarri from SB County, newly assigned to Wrightwood and Phelan, reported 118 calls made with 9 reports taken and one arrest for public intoxication. Most of the community is concerned about the recent vandalism, which contained lyrics from a Kanye West song. The investigation continues and includes checking video surveillance but there are no leads on the perpetrators to date. Due to all the congestion form last year additional funds have been allocated by SB County for 2 overtime deputies during snow play days.

Susan Drake from Supervisor Lovingood's office reported that Caltrans and the Supervisor's Office have come to an agreement on minor modifications needed to improve access to Mt. Top Cafe. The Supervisor's Office will be driving the inter agency traffic management meeting for busy snow days. The date of this meeting is still TBD.

Lynn Crawford reported on 2 items. First, the History of WW Sewer Committee from 2000 to present:

In the early 2000s, County of San Bernardino did a feasibility study on a sewer system for the community of Wrightwood. The results were published by then-supervisor Jon Mikels in April 2001. Sup Mikels asked the MAC board to put together a committee to study the issues re: the feasibility of a sewer for Wrightwood.

The committee consisted of: Leona King, Chairman; Paul Bauer, Mountain High; Jim Cowen, So Cal Water Co; Lynn Crawford, resident; Robert Evans, resident; Francis Ferrance, resident; Phyllis Gallagher, resident; Bill Swift, resident; Lora Steinmann, resident; Joe Torrez, resident; and June Woodmansee, resident.

Three options were presented by the county: business district only (51 parcels), expanded business district and blue zone (1,090 parcels) and entire community (3,149 parcels). The committee met 8 - 10 times over a period of two years and spent most of their time gathering information. The big issues were: costs, construction, recharge, studies, and financing. They also visited two treatment plants - Crestline and Victorville.

In September 2003, Leona King was informed by the county that the sewer project would not be built due to the high costs and the committee was disbanded.

In 2012, the MAC was concerned about the sewer issues in the downtown business district and decided to reconvene the sewer committee. The committee consisted of Chairman Lynn Crawford, Herb Anderson, Ken Anderson, Chuck Carroll, Jim Cowen, Clark Fleeup, Lora Steinmann, and Leo Hardyk.

At the first meeting we concluded that we were going to pursue two options - business district treatment plant with the financial support of the entire community and sewers for the entire community.

The committee met three times in the fall of 2012 looking at all the variables such as the scope of the project, funding, location of treatment plant, discharge downstream, etc.

In January 2013, the committee met with county officials Robert Lovingood, Supervisor; Corwin Porter, Chief of Environmental Health Services; Jeff Rigney, Director, Special Districts; Ken Anderson, Senior Field Representative; Ron Frame, Senior Field Representative; and Jim Oravets, Division Manager, Engineering. At the time the committee was informed that the county was waiting for Regional Water Quality Control Board to revise their basin plan and they were also planning to start work on the LAMP.

The minutes for that meeting are 6 pages and issues discussed were the business district, finance structure, timing, getting the community behind sewers (acknowledged as being extremely difficult), grant funding, nitrate and ammonia levels, LA County residents, Golden State water involvement, and community education.

The biggest unknown was the cost. The initial study done in 2001 seemed unrealistic - too low. We needed to have a feasibility study done in order to proceed with facts and figures for the community.

The committee met five times during 2013 including a visit to Yucca Valley to discuss their sewer installation problems and a meeting with Lahontan. We were coming up with lots of questions and no answers. The location of the treatment plant was the biggest hang-up next to the costs. Finally, we asked the MAC board to send an official letter to the county asking Special Districts to assist in obtaining grants for a community wide engineering study to show both the need for, and the costs associated with, a possible sewer system for CSA 56. The cost of the study was projected to be approximately \$50,000.

The sewer committee requested that the study re-address the initial three options proposed in 2001 and add a fourth option of decentralized systems for the community.

The sewer committee requested to be put into hiatus until such time that the feasibility study was completed, or further research was deemed necessary.

To date, Special Districts never obtained a grant and no new engineering study was ever conducted.

In August 2016, the committee met to discuss the upcoming CSD special election and the possibility that the CSD would be required to take on Wastewater Planning and Engineering. Attendees were: Lynn Crawford, Chuck Carroll, Herb Anderson, Stephanie Carroll, Leo Hordyk, and Lora Steinmann. Costs were the main concern - both the costs to the CSD for the planning and the costs to the community for a sewer system.

Also in August 2016, Lynn Crawford, Stephanie Carroll, and Natalie Lopiccicolo met with Supervisor Lovingood about the CSD and the inclusion of the Wastewater Powers. I came away from the meeting with the

impression that Lovingood was not too concerned about sewers in Wrightwood and it was a non-issue. We were also informed by Lovingood August 2016 that the entire community could not pay for a sewer system for the just the downtown district - only the property owners could pay for it.

The LAMP was approved by San Bernardino County in August 2017.

Once the CSD has had a chance to get established, the next step MAY be looking for grant money for an engineering study of sewers in Wrightwood. As a small CSD, we have been informed that there may be grant funding available. I do not believe there is any rush on this as the nitrates level are low and Lahontan does not seem to be too concerned over the matter. But it is something to think about in the future.

The bottom line is there is no urgency from any government agency with regard to a sewer requirement in WW. Secondly, Lynn reported she will be offering a trial Senior Chair Yoga program over the next 3 months as a CSD Parks and Recreation potential program. Lynn is working on becoming a licensed chair yoga practitioner and the program will be offered through the local yoga studio. More details about this program will become available when it is scheduled to start about Oct 5th.

Wally Lynn, representative from Paul Cook's 8th Congressional District, introduced himself and will be attending future CSD meetings.

5. Consent Calendar:

This agenda item is for lists of non-controversial items that do not need to be agendized and can be voted upon in a block.

July 11, 18, 31 minutes were removed.

July 3rd and Aug 7th minutes were added

Member Schneider motioned to approve consent calendar as amended. Member Lopiccolo, Schneider seconded. The motion was approved unanimously.

6. Discussion and Possible Action regarding Solid Waste Fee Transfer Agreement and Solid Waste Management Agreement with County of San Bernardino:

The County and the CSD managed these agreements down to one last issue that needed to be approved by the CSD. This issue concerns how the County would report scale outages to the CSD so that estimated load charges could be audited. This issue generated a 40-minute discussion about how poorly the county seems to be managing the collection station. Many questions were asked and suggestions offered as to how the county might improve their operations, but in the interest of making progress for the Oct. 1 scheduled dump card cut-over date, the Board unanimously agreed to accept the last change and deal with the inadequacies as it gathers more experience with the dump card administration process, especially in regards to the weighing/estimating of loads. It has been determined that the scales are not out of commission on a regular basis, but that the policies and practices in place are not universally used by employees. President Zuber reported that the County has been very reasonable with their contract and the language within it and that Member Lopiccolo has managed to include language in the contract prevents the WCSD from overpaying. Additionally, the monthly report enables the WCSD to keep track of the tonnage.

Vice President Hordyk moved to accept both the Solid Waste Fee Transfer Agreement and Solid Waste Management Agreement with County of San Bernardino. This motion was seconded by member Schneider and passed unanimously

7. Discussion and Possible Action regarding Exclusive Franchise Agreement with CR&R:

This agreement provides that the WCSD collect 10% from CR & R based on cash receipts and in exchange for exclusive rights for CR & R to collect refuse in Wrightwood. There are no costs to WCSD.

Member Lopiccolo motioned to approve. Member Schneider seconded. The motion passed unanimously.

8. Discussion and Possible Action regarding One Town Proposal – Program Offerings.

These offerings have donation/contributions attached, which are intended to cover the programs costs for three years.

\$45,000 for Music in the Pines
\$41,000 for The Walking Bus Program
\$25,000 for the Community Garden

President Zuber suggested the formation of an ad hoc committee comprised of VP Hordyk and Member Schneider to review and discuss the needs, wants and ramifications of One Town Proposal.

Member Schneider made the motion. President Zuber seconded. The motion carries unanimously.

9. Discussion and Possible Action regarding Process for Filling Board Vacancy:

The Board will accept applications for Directorship Appointment and will interview the candidates at the Oct. 3 CSD meeting. The deadline should be no less than 15 days after notifications are posted. The cut off date should be one week before the next meeting. Postings will be on the 3 current posting sites where the agendas are posted. The vacancy will also be posted on Wrightwoodcalif.com and on the WCSD Face book page and sent out to the current mailing list. The deadline for submission is September 26th. The Board may make a decision on Oct 3rd. Applicants will be required to submit their bio/resume to Al Morrissette. The consensus on the notice and the process was deemed sufficient.

No action required

Public Comment:

Chuck Franklin: Inquired as to the deadline for the WCSD budget submission to the County.

Attorney Kennedy informed him that the WCSD is currently operating on a tentative budget as part of the LAPCO approval. He recommends the Board consider it's own budget and that the GM bring the budget to the Board and have it adopted. There is no hard deadline, but the budget does need to be worked on and submitted.

10. Directors Comments:

No further comments.

11. General Manager Report:

GM Morrissette reported that Septic Solutions has been retained to manage the restrooms on a daily basis Mon-Fri for \$45 per day. They will open the restrooms at 7AM. The GM wants signage in the restrooms to indicate what not to put in the toilet. Spivey refrigeration recharged the cooling system for the Community Building refrigerator. Seems to be working fine now. Eli from C Ford Plumbing has adjusted all the pipes and the bathrooms are running much better with far less blockages. GM Morisot will be on vacation from 9/25 to 10/6.

President Zuber followed up on the receipt of water bill comparisons from last year, which have been provided, and asked GM Morrissette to form a spreadsheet for basic budgeting.

Attorney Kennedy noted that the next big agenda item after the new board member is confirmed is the budget and that the GM report should include the disbursement list as a calendar consent item, or in the GM report, or as a special item.

Public Comment:

Glen Goldstein: Again suggested that a water irrigation audit should be performed. He will get with GM Morrissette to review the system.

12. Future Board Meetings and Agenda Items

Dates: Tues Oct 3, Tues Nov 7, and Tues Dec 5.

Location: The Wrightwood Community Building

Time: 7:00 p.m.

GM Morrissette will form up agenda items, including a draft budget and One Town proposals, separately.

13. Adjournment

President Zuber adjourned the meeting at 9:25 p.m.

Minutes approved: _____
President Wes Zuber

Date: _____

ITEM 6B

NOVEMBER 2017
MINUTES

Wrightwood Community Services District
P.O. Box 218, Wrightwood, CA (760) 249-3205

BOARD MEETING

Nov 7, 2017

Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

Board Members Present: Wes Zuber, President
Leo Hordyk, Vice President
Natalie Lopiccolo, Member
Michelle Schneider, Member
Chuck Franklin - Member

Staff Present: Steven Kennedy, Attorney
Al Morrissette – General Manager
Alex Peterson, Acting Secretary

Call to Order

President Zuber called the Meeting to order at 7:00 p.m.
Chuck Franklin conducted the Pledge of Allegiance

Roll Call

All members present

3. Approval of Agenda:

4. Public Comment:

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 in order to participate in the above-agenized public meeting should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is within the subject matter jurisdiction of the Board may do so at any time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless The Brown Act otherwise authorizes the action. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the Board is considering the item. Pursuant to Section 2.3.2. Of Ordinance No.2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period 93) minutes or less.

John Lenau: reviewed the history of Lions Club sign, recently replaced by a new, programmable, digital sign that runs 24x7. He was able to recycle the LED bulbs used to light the old sign for use at the Fire Station Museum.

Barbara Badger: inquired about installing a memorial bench on the trail in honor of Max – the community cat. Research will have to done on how to proceed and the requirements necessary. The GM will have the information available for the next meeting

Nancy Martinez: asked that the CSD consider offering contractual services with various vendors for the use of the Community Building or other CSD assets. The vendor such as a Yoga instructor would bring customers/clients/students into the Building for classes. The CSD would bill for the class and split the proceeds with the instructor on a percentage basis, e.g. 70/30 split. Nancy has experience providing this kind of community asset management in other municipalities and is willing to volunteer her time to help WCSD set up similar programs.

Ron Parady and *Janet Westoff* asked several questions about the new CSD dump card program and spoke about issues they were having with the dump. Public comments went on for about 40 minutes on this topic. Most of the issues had to do with increased enforcement of dump policies by the CSD to ensure that the CSD is getting accurately billed for dump services but is causing dump users some extra inconvenience, as well as asking if the once a week limit could be lifted and poundage distributed over multiple loads. There is no procedure in place to allow more flexibility for individual needs.

Extra dumps are allowed for pine needles only. The CSD is looking into offering more local pine needle collection events in WW and since Mt High is the major recipient of pine needles, maybe a program could be established where residents could drop off their pine needles at Mt High directly versus taking them to the dump. Dumping by proxy is no longer allowed but cards can be transferred from homeowner to tenant/gardener by contacting the CSD.

Ben Smith: reported that the WW Chamber of Commerce will work with the CSD on Chamber sponsored events to keep the restrooms open later than dusk when required. He also said that San Bernardino County would donate money to the Chamber if they can increase membership.

More restroom capacity is required than the CSD public restrooms (capacity two households) can provide for special event days. *Leslie Mihalko*, a 30 year veteran of Parks and Recreation in Clark County NV asked if the CSD has arranged for porta-potties to be provided at Shop at Home weekend. The WCSD indicated that no arrangements were made yet and the GM would discuss this at the Chamber meeting on 11/14. Leslie is concerned that there might not be enough lead-time and volunteered her help to contact various porta-potty companies to get estimates and lead times for the CSD.

Bob Hedden: Former Manager of CB reported that the septic was designed for a capacity equivalent to two households and said there must be alternative means to support restroom-required capacity. He said that the Chamber has a part in this and the burden of providing restrooms should be spread around the businesses in town.

Lynn Crawford reported that lots of people were upset about bathroom management Halloween night. It is giving the CSD an unnecessary public perception black eye. She is also concerned about bathroom coverage at the upcoming Shop at Home weekend. During the recent Frightwood running event, the lady's restroom had no TP.

Ron Frank from the WW Farmers Market reported that there is a broken step in the front of the Community Building and there are key exterior lights burned out, an issue now that it is dark at 5pm. He has roped off the steps during market hours and rigged the lighting but there has been a customer who misjudged fell. He asked that the steps be lit and also the right exterior steps repaired.

SBC Sheriff Officer Robert Vacari said there were 136 calls for service from WW and 14 reports taken. There were 13 follow-ups, 14 extra patrol requests, 8 wellness checks, and 1 arrest for a parole violation. They received lots of We Tips for marijuana. These tips go to the SBC SO marijuana team. Usually a helicopter is sent out and if plants are located the MJ team deals with it. No trend on heroin use in Wrightwood has been noted.

Leslie Mihalko asked if the police department doing anything about drug use in Wrightwood. Officer Vacari stated that currently there is no Wrightwood heroin problem on the police radar and that anyone with any actual information needs to give the information to the police department, either by phone, personally or anonymously via the We Tips program.

Wally Lynn, Field Representative from Congressman Cook's office indicated that Congressman Cook authored HR3279 which was passed by the house for helium extraction to be treated same as gas and oil extraction. He also voted for HR1698 tougher Iran sanctions and HR2266 to provide for more firefighting funding, funding for recovery from recent hurricanes and accountability for local agencies.

Susan Drake from Supervisor Lovingood's office reported that after outreach from Senator Morrell's office, highway access to Mt Top Cafe parking lot has been restriped. She let the Board know of a Nov 16th 3pm – 6pm Cal trans outreach meeting for end of 138 construction at the Vista Point turnout.

October 3, 2017 Board Minutes: Discussion and Possible Action

Minutes with appropriate corrections made were approved.

Member Loppicollo motion to approve the minutes for Oct 3 with corrections-

It was not a special meeting. Chuck Franklin's names needed correcting from Carroll.

Member Schneider seconded. The motion was approved unanimously.

5. Disbursements: July-October 2017: Discussion and Possible Action:

From 7/1/17 through 10/31/17, the CSD had deposits of approximately \$47,000 and disbursements of about \$28,000 leaving a bank balance of \$16,000. The Board is still working on refining the chart of accounts for the WCSD. As of this point in time there is about \$48,000 of differed expenses to be paid but this number does not include dump charges. These liabilities will be paid once the WCSD receives its property tax revenues in January.

6. Budget Fiscal Year 2017-18: Discussion and Possible Action:

The major budgetary issue the WCSD is struggling with is that its major tax revenues have been deferred until property taxes can be collected in December and April. Even Exact revenues remain undetermined. In addition, the WCSD is sitting on significant accounts payable until these tax revenues can be realized. Member Franklin did express concern that the WCSD should stay conservative in its spending on new projects until the tax revenues are realized and all differed expenses are paid. Then it will be much easier for the WCSD to see a much more accurate picture of its finances.

One area where the WCSD can improve on dump costs is doing more pine needle recycling. Every ton of pine needles not sent to the dump reduces WCSD dump cost.

The WCSD is dealing with the extra costs of differed repairs and maintenance by the county. This cost was not addressed by LAFCO.

Hank Hallmark: asked if the \$27K per yr for 3-year loan on the Skate Park can be renegotiated. Wes thought it unlikely, but the Board is still holding it as a bargaining chip.

Kurt Watson: asked about what was happening with the \$46K reserve fund that LAFCO said was owed to the WCSD. President Zuber says that this issue is still being negotiated with SBC. It could have something to do with the election costs. If the initiative to form the WCSD had lost, the county would pay the \$46K cost of the election. However if the WCSD passed, the cost of the election would be paid by the WCSD.

Hank Hallmark thought this was incorrect and the sponsor of the WCSD should pay the election costs. Outcome of this issue is still TBD.

Member Franklin mentioned that although that Parks and Recreation powers was a major reason for forming the WCSD, he didn't see any specific parks and recreation line items or proposal for parks and recreation functions in the current edition of the budget.

Monica Ciccarelli and *Nancy Martinez:* both agreed that a properly run parks and recreation power should be a money maker for the WCSD. One example would be getting skateboard and skate accessory vendor that would be willing to hold promotions at the skate board park which would get money pack to the WCSD.

WCSD cost of electricity for streetlights is \$3500/yr.

Attorney Kennedy said that a public hearing needs to be scheduled prior to adopting the budget. Since much more work on the budget is needed before a hearing can be held, no action was taken. Tabled to the next meeting for notification and public hearing.

General Manager Contract: Discussion and Possible Action:

There was much discussion regarding the details of the GM contract, which was recycled from Pinion Hills/Phelan CSD. Attorney Kennedy was not asked to draft or revenue the contract. The provisions for overtime, sick leave, details regarding how much per is paid per hour, if sick hours can be carried over, the length of contract etc. need to be finalized. Further discussion tabled to a later meeting. President Zuber and Member Schneider support a two-year term. President Zuber wants some control of overtime that can be billed. Member Franklin recommends an hourly rate be spelled out for sick leave purposes.

The Board asked Attorney Kennedy to research the legal sick leave requirements. Attorney Kennedy needs direction on term 1.A and 1.B as well as the language in 2B and the clarification on 3F. Action is tabled to the next meeting

8. Directors Election Cycle: Discussion and Possible Action:

State law recently passed requires that as of 1/1/18, special district elections are held at the same time as statewide elections during even years. Complying with this law means that WCSD directors will have an extra year of service added to their term in office. Attorney Kennedy says the Board needs to adopt a resolution to comply and will bring back a resolution at the next meeting.

Action tabled to later date when resolution will be prepared and ready to vote on it.

9. Ad hoc Committee Reports: Solid Waste, One Town:

The Board is still dealing with solid waste issues. With regard to dump cards, corrective activity is down from 5 a day to about 1 issue per week. The county is still deferring its billings until the CSD receives tax money in January.

Regarding One Towns proposal to have the WCSD take over the operations of the WW Community Garden, the Walking School Bus and Music in the Pines events, the Board's One Town ad hoc committee made the following recommendations:

The Committee recommended that the WCSD accept One Town's proposal to operate the Community Garden. At the end of the 3-year period, the WCSD can evaluate the operation and chose to continue or terminate the deal.

Member Hordyk motioned to adopt the agreement re: the WCSD adopting the operation of the Community Garden.

Member Loppicollo abstained due to her involvement in the Garden.

Member Schneider seconded.

Member Franklin opposed. The motion was carried by three votes.

The ad hoc committee reviewed the scope of the Walking School Bus and decided that since is was dedicated to students of WW Elementary School only, it was not broad enough in scope to involve all kids in community. The committee recommended that no action be taken.

The committee said they needed more information before they could address the Music in the Pines proposal. No action taken.

10. Directors Comments:

The Board asked Attorney Kennedy how to deal with public comments that run overtime, such as this meeting where they ran over an hour. He indicated that although The Brown Act requires public comments at the beginning of the meeting, no dialog is necessary.

11. General Manager Report:

GM Morrisette said he was really happy with the service he was getting from C Ford Plumbing, who has saved the WCSD's bottom making lots of little repairs and seemingly under-billing for his services.

Positive comments have been received about restroom cleanliness. The GM handles weekend restroom duty and the WCSD has a service that maintains the restrooms Monday through Friday.

GM Morrissette plans to meet with the Chamber of Commerce on 11/14 to build a better bond between the two organizations. On Shop at Home Night 11/24 & 25, he plans to keep the restrooms open until 9PM with help from the Chamber.

The Veterans Memorial Park needs some maintenance prior to the Tree Lighting Ceremony scheduled for 11/11.

GM Morrissette informed the Board members to sign the DCB signature cards at the same time on Monday at 10AM.

There was an incident at the park where a large child got stuck in the infant only swing and the swing was irreparably damaged during the removal of the child. A replacement was found on Amazon and Steve Lornez a certified Parks and Recreation inspector with the Phelan CSD will install the swing. GM Morrissette plans to take his tests to become a Certified Park Inspector next spring.

Edison's Jennifer Cusack says they need a CSD shape file, which President Zuber says he can provide.

A replacement for Shannon needs to be found in the New Year. Vicky Rinek from Mt Progress newspaper offered to place a free help wanted ad to help find Shannon's replacement.

GM Morrissette will add an agency reports section to the public comments area on the December agenda.

He reminded the Board, the GM and board members need to complete ethics and sex harassment training.

The district needs a credit card. Some places wont take a check especially when making on-line purchases. The Board will take this up in a future meeting.

GM Morrissette asked the Board to fill out a form he provided documenting and prioritizing each Board member's short and long-term goals and objectives for the GM.

The agreement between Snowline School District and SBC for use of WW Elementary School property needs to be transferred to the WCSD's name in March.

12. Future Board Meetings and Agenda Items:

The next CSD regular meeting is 7PM December 5th at the Community Building.

Agenda items to include:

Snowline License Agreements

Agency Reports

GM goals and objectives

GM report at the beginning

Public Hearing for adoption of budget

Resolution of consolidation of election

Handicap Parking

GM Contract

County reports

Budget, handicap parking

WWPOA 2018 use of the building insurance policies,

One Town Inc., Music In The Pines offer.

Dates when bathrooms need to be open later due to events in town.

13. Adjourn to Closed Session:

Conference with Legal Counsel Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) One Potential Case:}

14. Report from Closed Session:

No report.

15. Adjournment

President Zuber adjourned the meeting at

Minutes approved: _____
President Wes Zuber

Date: _____

ITEM 6C

NOVEMBER DISBURSTMENTS

DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2017/2018

Month	Beginning Balance	Deposit	Total Disbursements	Gross	Cash Available
7/1/2017	0	\$15,443.28	\$1,048.45	\$15,443.28	\$14,394.83
8/1/2017	\$14,394.83	\$11,655.88	\$8,643.07	\$26,050.71	\$17,407.64
9/1/2017	\$17,247.55	\$10,883.65	\$12,681.01	\$28,131.20	\$15,450.19
10/1/2017	\$15,426.38	\$6,702.31	\$6,039.23	\$22,128.69	\$16,089.46
11/1/2017	\$16,089.46	\$32,754.28	\$22,320.00	\$48,843.74	\$26,523.74
12/1/2017	\$26,523.74	\$16,148.16	\$1,277.77	\$42,671.90	\$41,394.13
1/1/2018					
2/1/2018					
3/1/2018					
4/1/2018					
5/1/2018					
6/1/2018					

Estimate Cash Flow Statement

Current Bank Balance	\$41,394.13
Tax Collection *	\$20,000.00
Franchise Fee *	\$5,000.00
Total Revenue	\$66,394.13

Major Outstanding Accounts Payable

CR&R*	\$19,500.00
SWMD - County Dump Card	\$17,636.27
Brunick, McElhane & Kennedy	\$18,678.12
General Manager	\$10,533.00
Total Estimated Expense as of July	\$66,347.39

Balance **\$46.74**

November 2017 DISBURSEMENTS AND DEPOSITS

Check Number	Amount	Disbursement date	P.O. Date	Payee	Account
1062	\$ 22.43	11/6/2017	11/10/2017	Golden State	Museum
1063	\$260.46	11/3/2017	11/6/2017	Timberline lock	repair safe
1064	\$159.27	11/3/2017	11/3/2017	Al M	Swing/Flag Eagle
1065	\$447.92	11/6/2017	11/10/2017	Golden State	Com Bld
1066	\$34.92	11/6/2017	11/10/2017	So Cal Gas	Museum
1067	\$62.34	11/6/2017	11/10/2017	So Cal Gas	Com Bld
1068	\$106.64	11/6/2017	11/9/2017	So Cal Edison	Museum
1069	Void				
1070	\$48.95	11/6/2017	11/10/2017	Turner Security	Com Bld Alarm
1071	\$63.94	11/6/2017	11/6/2017	Al M	restroom supplies
1072	\$64.63	11/6/2017	11/22/2017	W Zuber	Solid Waste Labels on 9/27/17
1073	\$234.48	11/6/2017	11/9/2017	So Cal Edison	Com Bld
1074	\$50.43	11/17/2017	11/30/2017	So Cal Gas	Com Bld
1075	\$80.00	11/17/2017	11/28/2017	SB&R Fire Equip	service all extinguishers
1076	\$139.66	11/22/2017	11/30/2017	Frontier	final dsl
1077	\$234.06	11/14/2017	11/27/2017	Cford	Community Blding
1078	\$120.00	11/14/2017		WW Chamber	Membership
1079	\$150.00	11/14/2017	11/29/2017	County Auditor	Tax Division
1080	\$75.08	11/14/2017	11/17/2017	Al M	Park plants for Vet Day
1081	\$170.04	11/14/2017	11/29/2017	CR&R	Community Blding
1082	\$305.77	11/14/2017	11/21/2017	So Cal Edison	Street Lights
1083	Void				
1084	\$13,813.06	11/14/2017	11/29/2017	CR&R	Solid Waste
1085	\$5,000.00	11/14/2017	11/22/2017	Kennedy	Attorney Fee
1086	\$385.00	11/22/2017	11/30/2017	Septic Control	Park Restrooms
1087	\$291.83	11/22/2017	11/27/2017	Mtn Hardware	District Supplies

TOTAL \$22,320.91

Deposits	Date	Amount
	11/13/2017	\$29,598.12
	11/13/2017	\$368.00
	11/15/2017	\$2,253.16
	11/17/2017	\$535.00

\$32,754.28

ITEM 7

GENERAL MANAGER
REPORT

GENERAL MANAGER REPORT

I am in the process of inspecting all facilities and am making an evaluation and timeline of what repairs and maintenance are needed. I should have this ready for the January Board Meeting.

When Wrightwood had the SCE power failure on Nov 10, the emergency generator started automatically and performed flawlessly. It also shut off when the power was resumed by SCE.

On Nov 10 and the early morning of Nov 11, I trimmed, planted red, white and blue flowers and cleaned the Veteran's Park prior to the event held on the 11th. We also worked with the Veteran's committee through providing folding chairs for the event. It is a pleasure to work with the committee and I look forward to future collaborative activities.

Inspected and repaired the Dish Washer/Sanitized by replacing and rerouting the chemical lines. The system appears to be functioning properly but due to the chemicals being many years old I am replacing the sanitized and then retest the system.

I replaced the damaged 'child's' swing in Hollis Steward Park initially with a loaner from the PPHCSD for a few days, then the new swing arrived through UPS and that was installed with the loaner returned to the PPHCSD.

I replaced the inoperative soap dispenser in the men's park restroom with a new unit. It took a few weeks to find a unit due to the age, design and size but I found one through a restroom supply warehouse in N.C. and had it shipped FedEx.

The last water bill was \$216.89, a significant difference from 800+ bill of July. This is due to my repairing several leaks of the park sprinkler system and working with CFord Plumbing on other leak and related issues. I believe that we can still lower the bill in a few ways and am working to get that accomplished, noting we are about as low as we will go and since September our water bill has been less than the previous year.

On Nov 16, Caltrans held an Appreciation Event for the Tri-Community and I attended the event as the WCSD GM and received for the community four Certificates of Appreciation to the community and residents of Wrightwood. I framed and hung them on the back wall of the community building for the community to acknowledge the appreciation from Caltrans, State Senator Mike Morrell, Assemblyman Tom Lackey and Assemblyman Jay Olberholte.

The Christmas Tree Lighting on Nov 24 and the Lights Parade on the 25th brought a significant number of people to our parks. I appreciate the Wrightwood Chamber of Commerce and the WCSD collaborated in extending the timeline of the Park restrooms to 9pm and am looking forward to future collaborative activities.

The transition from SB County Special District control to the WCSD is still in process. We had to overcome some challenges dealing with the Solid Waste program but that is good now, I will return my focus on funds that should have been part of the transition and attaining blue prints and design layouts that are necessary to know our infrastructure and the timeline Special District maintained.

As the community becomes familiar and comfortable with our District, I encourage community members and organization to contact me about suggestions, concerns and collaborative ideas as the calendar year turns to 2018.

Thank You
Al Morrissette
General Manager

ITEM 8

BUDGET HEARING
FOR
FY 2017/18

PROPOSED BUDGET

ITEM 9

FY 2017/18

PROPOSED

DISTRICT BUDGET

REVENUE

Property Tax	\$121,014.00
Facility Rental	\$22,000.00
Solid Waste Franchise Fee	\$54,000.00
Special Tax for Solid Waste	\$224,088.00
Transfer in from Fund	
Balance CSA 56	\$60,000.00

Total Revenues \$481,102

EXPENSES**Salaries and Benefits**

General Manager	\$31,680.00
Park Services	\$15,000.00
Facility Staff	\$15,000.00

Total Salaries \$61,680.00

Social Security Tax (employer) \$4,420.00

Workers Comp. \$763.00

Unemployment \$2,424.00

Medicare \$1,007.00

State Disability \$642.00

Total Salaries and Benefits \$70,936.00

Services and Supplies

Election \$46,000.00

Attorney \$35,000.00

Contract for Finance Support \$12,000.00

LAFCO Apportionment \$200.00

Audit \$6,000.00

Utilities \$23,000.00

Insurance \$7,400.00

Equipment and Supplies \$18,000.00

Repair and Maintenance \$12,000.00

Streetlights \$3,500.00

Solid Waste Disposal Fee \$168,000.00

Skate Park Loan \$27,000.00

Total Services and Supplies \$358,100.00

Contingency (10% of Total Expense) \$35,810.00

Total Expenditures \$464,846.00

Beginning Reserve \$0.00

Ending General Reserve \$16,256.00

ITEM 10

SOLID WASTE UPDATE

ITEM 11

DIRECTORS ELECTION CYCLE RESOLUTION

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT, SAN BERNARDINO COUNTY AND LOS ANGELES COUNTY, RECOMMENDING CONSOLIDATED ELECTION FOR GOVERNING BOARD MEMBERS WITH STATEWIDE GENERAL ELECTIONS AND APPROVING THE RESCHEDULING OF SUCH ELECTIONS FROM ODD-YEAR TO EVEN-YEAR ELECTIONS COMMENCING WITH THE 2020 ELECTION

WHEREAS, Wrightwood Community Services District (“WCSD”) is a Community Services District organized and operating within the County of San Bernardino and the County of Los Angeles pursuant to California Government Code Section 61000 et seq.;

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

WHEREAS, Condition No. 5 of LAFCO Resolution No. 3245 expressly states that WCSD’s Board of Directors (“the Board”) “shall consist of five members, elected at-large, pursuant to the provisions of Government Code Section 61020;”

WHEREAS, under Sections 61020 and 61021(c) of the Government Code, the elections and terms of office for members of the Board shall be determined pursuant to the Uniform District Election Law (Elections Code Section 10500 et seq.);

WHEREAS, by operation of Sections 10505 and 10507 of the Elections Code, districts such as WCSD that are formed in an odd-numbered year are required to hold their Board elections on the first Tuesday after the first Monday in November in each odd-numbered year;

WHEREAS, by operation of Elections Code Section 10505(d), districts such as WCSD that elect members of the Board in odd-numbered years may, by resolution, require that its Board elections be held on the same day as the statewide general election;

WHEREAS, the current date for election of the Board is every two (2) years on the first Tuesday after the first Monday in November of odd years (e.g. the next election is scheduled for November 5, 2019);

WHEREAS, statewide general elections are held in California only in June and November of even years (Elections Code Section 1001);

WHEREAS, the California Voter Participation Rights Act (Senate Bill 415), approved by the Governor in September 2015 and effective January 1, 2016, prohibits a political subdivision from holding an election other than on a statewide election date commencing January 2018 (Elections Code Sections 14050-14057);

WHEREAS, elections that are held in odd-numbered years have historically had lower levels of voter participation than statewide elections conducted in even-numbered years;

Resolution No. _____

WHEREAS, since WCSD's Board-member elections are not held in conjunction with most state elections, WCSD would be forced to bear disproportionately higher election costs than if the elections were consolidated with statewide general elections in even-numbered years;

WHEREAS, WCSD wishes to increase voter participation in elections for Board members and to reduce expenses whenever possible;

WHEREAS, it is considered the view of the Board that the public interest will be better served by election of its Board members pursuant to "even-year elections" in conjunction with the statewide general elections;

WHEREAS, as a result of these facts, the Board desires to change the date of future Board member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation;

WHEREAS, while the Board recognizes there is a cost savings to WCSD resulting from aligning its election with the statewide general elections, this factor is not the primary motivation for the Board's decision, however, this incidental benefit furthers WCSD's policy of fiscal responsibility;

WHEREAS, while the Board recognizes the terms of its members would be extended as a result of aligning WCSD's elections with the statewide general elections, this is not the reason for the Board's decision;

WHEREAS, pursuant to Elections Code Section 10505(d), WCSD is authorized by Section 10404 of the Elections Code to adopt a resolution requiring that its Board-member elections be held on the same day as the statewide general election; and

WHEREAS, if the change in election date is approved, it is being requested the new election date be moved from November 2019 to November 2020 with Board members whose terms would have expired in 2019 being extended to 2020 and Board members whose terms would have expired in 2021 being extended to 2022, as required by Elections Code Section 10404(i) [refer to Exhibit A].

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wrightwood Community Services District that the above recitals are true and correct and that the Board hereby adopts this Resolution to consolidate the election date for members of the Board with the California state general election in November in even years (Elections Code Section 1001) pursuant to Elections Code Section 10404(b).

BE IT FURTHER RESOLVED by the Board of Directors of the Wrightwood Community Services District that the Board Secretary will notify the San Bernardino County Elections Office and the Los Angeles County Elections Office that the District is prepared to pay the expenses of mailing notice of approval of the change in election date by the San Bernardino County Board of Supervisors and the Los Angeles County Board of Supervisors as required by Elections Code 10405.7(f).

Resolution No. _____
Page Three

BE IT FURTHER RESOLVED by the Board of Directors of the Wrightwood Community Services District that the San Bernardino County Board of Supervisors and the Los Angeles County Board of Supervisors are hereby requested to consolidate all future elections for the Board of Directors of the Wrightwood Community Services District with the statewide general elections to be held in even-numbered years, beginning on November 3, 2020.

BE IT FURTHER RESOLVED by the Board of Directors of the Wrightwood Community Services District that if the consolidation of election is approved, the term of office of current Board members expiring in November

2019 will be extended to November 2020 and the term of Board members expiring in November 2021 will be extended to November 2022.

BE IT FURTHER RESOLVED by the Board of Directors of the Wrightwood Community Services District that, upon consolidation with the statewide general election, all such future elections for the Board of Directors of the Wrightwood Community Services District shall be conducted in accordance with, including dates that are consistent with, the primary or general election with respect to nominations, notices, canvass of votes, certification of election, and all other procedural requirements of the California Elections Code pertaining to the primary or general election.

BE IT FURTHER RESOLVED by the Board of Directors of the Wrightwood Community Services District that the District's Board Secretary or designee is authorized to take such actions and execute such agreements and documentation necessary to implement the intent of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Wrightwood Community Services District on December 5, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Directors

ATTEST: _____

ITEM 12

DISTRICT EMPLOYEE DEFINITION AND ESTABLISHMENT OF POSITION

JOB TITLE

District Service Level 1

Part Time position

No Benefit Package

Salary Range: \$12-15.00 per hour

Average 20 hours per week

Includes some weekend work

Overtime must be approved by General Manager

90-day assessment period

Duties: Multi-task

Customer Service:

- Interface with residents, organizations or others that want to rent district facilities
 - a. Application process including information of availability, requirements, costs and terms of use.
 - b. Collecting fees and deposits
 - c. Receiving insurance information, filing applications as short term or long term.
 - d. Walk through with renter
 - e. Parking lot usage
 - f. After event cleaning
 - g. Issuing keys and security code, collecting keys during post event walk through or open/close facility for renter
 - h. Assist renters when needed
- Answer phones and direct calls/messages when necessary
- Maintain monthly calendars
- Create/Issue Dump Cards
- Create Board minutes
- Perform other duties as directed by General Manger

Custodial duties:

- Mop floors in Community Building
- Vacuum Old Fire House (OFS)
- Clean and maintain Community Building/OFS restrooms
- Clean and maintain Community Building Kitchen
- Clean and maintain Community Building stage area
- Set up for Board Meetings
- Sweep outside walkways: Community Building /OFS
- Snow/ice removal on outside walkways: Community Building /OFS
- Perform other custodial duties as directed by General Manager

Maintenance duties:

- Hollis Stewart Park
 - a. Safety inspection of grounds/equipment

- b. Sweep walkways/blow parking spaces/empty trash cans
- c. Minor repair of equipment
- d. Clear weeds and excess pine needles
- Skate Park
 - a. Safety inspect grounds/equipment
 - b. Clean ramp and surrounding area/parking spaces

Veteran's Park:

- Landscape duties include: weed removal, trimming and pruning, maintain lawns and sprinkler system
- Walkway, blow walkway as needed
- Maintain benches, picnic tables, trash container, perimeter fence, doggie bag station
- Safety inspection of grounds/equipment

Vivian Null Park:

- Landscape duties include: weed removal, trimming and pruning, maintain lawns and sprinkler system
- Walkway, blow walkway as needed
- Maintain benches, picnic tables, trash container, perimeter fence, doggie bag station
- Safety inspection of grounds/equipment

Vivian Null Park Restrooms:

- Open/close restrooms during proper seasonal timeline
- Clean/maintain both sides of facility: toilets, urinals, floors, walls, mirrors, walkway, drinking fountain, lighting.

Perform other maintenance duties as directed by General Manager

Wrightwood Community Services District
District Service Level 1
Pay Scale \$12-15.00
Part Time
Position is open until filled

The Wrightwood Community Services District seeks to fill the position of District Service Level 1. The position will be at our Community Building, 1275 State Hwy 2, Wrightwood CA 92397. It is a part-time position of 20 hours per week with occasional extra hours. The position is multi-tasking and involves some customer service, custodial and maintenance duties. Training will be provided.

To apply contact General Manager Al Morrissette, al@wrightwoodcsd.org, mail to Wrightwood CSD, PO Box 218, Wrightwood CA 92397 or bring your resume to the office at the Wrightwood Community Building during normal business hours M-W-F 9am-1pm.

Wrightwood Community Services District is an equal opportunity employer.

ITEM 13

GENERAL MANAGER
CONTRACT

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 1, 2017, is by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. (“Employer”), and ALBERT LEON MORRISSETTE, 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 for a period of two (2) years (the “Term Date”), as 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 two (2) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to such date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee’s termination and not Section 4 [except for Employee’s termination obligations set forth in Section 4(g), which shall remain in effect].

2. Duties and Responsibilities.

- (a) Position. Employee shall serve as the General Manager for the Employer. In that capacity, Employee shall perform all services, acts, and functions 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 best efforts and attention to the performance of his 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 capacity for a maximum of 25 hours in any given week. During the Employment Term, Employee shall perform most services required by this Agreement at Employer’s headquarters during Employer’s regular business hours (M-W-F 9am-1pm) 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 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.
- (c) Prohibited Activities. Except upon the prior written consent and express approval 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; (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 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 employment with Employer, and the performance of his proposed duties under this Agreement shall not violate any obligation he 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 rate of \$26.40 per hour 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. In the event Employee works in excess of 25 hours in any given week during the Employment Term, Employer shall pay Employee at the rate of \$26.40 per hour for each hour worked in excess of 25 hours, up to a maximum of ten (10) compensable hours. Work by Employee in excess of 35 hours in any given week requires prior approval of either the President or Vice-President of Employer's Board of Directors, and subsequent ratification by Employer's Board of Directors in accordance with applicable open meeting requirements. 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 annual 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 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.
- (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 sixty (60) hours of Executive Leave each year. "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. Executive Leave shall be credited as a lump-sum on the effective date of this Agreement and at the beginning of each anniversary thereof during the Employment Term. Up to sixty (60) hours of unused Executive Leave may be carried over and used in the following year; however, Employee may not accumulate more than 120 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 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, 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 wishes to attend and/or join.

4. Termination of Employment.

- (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 Disability. If because of any physical or mental incapacity, Employee has been or will be prevented from properly performing his duties under this Agreement for more than twelve (12) weeks in any one (1) year period, then to the extent permitted by law, Employer may terminate the Employment Term, pursuant to Section 4(c), below, upon two (2) weeks advance written notice. Employer shall pay Employee all compensation to which he is entitled up through the last business day of the notice period; thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this Section shall affect Employee's rights under any applicable Employer disability plan.
- (c) By Employer for Cause. At any time, and without prior notice, Employer may terminate Employee for cause (as defined below). Employer shall pay Employee all compensation then due and owing for the period prior to termination, thereafter all of Employer's obligations under this Agreement shall cease. "Cause" shall include, but not be limited to, unsatisfactory performance, misconduct, moral turpitude, failure to follow policies or procedures, material breach of this Agreement, excessive absenteeism, unlawful conduct off the Employer's premises or during non-working time (which may affect the Employee's relationship to his job and/or the Employer's reputation or good will in the community), layoff pursuant to a bona fide reduction in force, and to the extent permitted by law, unavailability for work due to disability for more than twelve (12) weeks in any one (1) year period (subject to the Employer's rights to deny reinstatement to Employee who shall qualify as a "key employee" to prevent substantial and grievous economic injury to its operations).
- (d) By Employer Not for Cause. Employer may dismiss Employee without cause notwithstanding anything to the contrary contained in 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, plus a lump sum cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of six (6) months, whichever is less, and thereafter all of Employer's obligations under this Agreement shall cease.
- (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, 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 actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.

(f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period (not to exceed thirty (30) days). In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of six (6) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.

(g) 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 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 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 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 employment and the expiration of this Agreement.

6. Arbitration.

(a) Arbitrable Claims. All disputes between Employee (his attorneys, 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 ("AAA Employment Rules") 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) Confidentiality. 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) Continuing Obligations. 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.

- 7. 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 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. Integration. 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.

10. 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. Assignment. Employee shall not assign any rights or obligations under this Agreement.
12. 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.
13. 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.
14. 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 or 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 has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

[Signatures on following page]

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

By: _____
President, Board of Directors
Wrightwood Community Services District

ATTEST:

By: _____
Secretary
Wrightwood Community Services District

EMPLOYEE

By: _____
Albert Morrissette

ITEM 14

DIRECTORS COMMENTS

ITEM 15

COMMUNICATIONS

ITEMS 16

FUTURE BOAD MEETING
AND
AGENDA ITEMS